

**JOINT WELL AGREEMENT
EASEMENT AGREEMENT
WHISPERING WINDS ESTATES
("Agreement")**

0734704

RECORDING FEE 31
NO. OF PAGES 11
RECORDED ON:

Document Number

Return Address:

Attorney Robert V. Edgerton
Edgerton, St. Peter, Petak,
Massey & Bullon
P. O. Box 1276
Fond du Lac, WI 54936-1276

2002 JAN 8 AM 10 56

SALLY BARBEAU
REGISTER OF DEEDS
FOND DU LAC COUNTY, WI

Parcel I.D. Number:

Recording Area

This Agreement is made by and between **BRIAN G. ABEL**, hereinafter referred to as "ABEL" and **DENNIS F. BUECHEL** and **RENEE M. BUECHEL**, hereinafter referred to as "BUECHEL" and **KURT J. MCARTHUR** AND **MERIDITH A. MCARTHUR**, hereinafter referred to as "MCARTHUR".

RECITALS:

1. This Agreement affects real estate consisting of Lots and Outlots described as follows:

Lots Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-One (21), Outlot Two (2), and Outlot Three (3) of the Plat of Whispering Winds Estates located in the South Half (S 1/2) of the Southeast Quarter (SE 1/4) of Section Two (2), Township Fourteen (14) North, of Range Seventeen (17) East, Town of Byron, Fond du Lac County, Wisconsin. ("Subdivision")

2. Attached hereto are a series of Exhibits which are referred to and incorporated herein as follows:

Exhibit "A" - That portion of the Plat of Whispering Winds Estates which shows the location of what is referred to as a "Private Water Easement"

Exhibit "B" - That part of the Private Water Easement which would contain the Private Water Main and also that portion in the generally southeasterly corner of Lot Twelve (12) where Abel has reserved the right to drill a Joint Well according to the terms of this Agreement.

Exhibit "C" - That portion of Lot Twenty (20) in the generally southwesterly corner which shows the portion of the Private Water Easement consisting of an area approximately twenty-six (26) feet by thirty (30) feet where Abel has reserved the right to drill a second Joint Well.

Exhibit "D" - Suggested form of Affidavit for adding parties to Joint Well A or Joint Well B.

3. Abel is presently owner of all of the Lots and Outlots in the Subdivision with the exception of Lot Twenty (20), which is owned by Buechel and Lot Ten (10), which is owned by McArthur.

4. Abel is hereby granting and reserving those Easements referred to in this Agreement and shown on the attached Exhibits and upon the Plat of Whispering Winds Estates as Private Water Main Easements for the purpose of drilling one (1) or two (2) Joint Wells which will service the Lots.

FOR A VALUABLE CONSIDERATION, RECEIPT OF WHICH IS ACKNOWLEDGED, IT IS AGREED AS FOLLOWS:

I. **Joint Well.** Abel hereby reserves the right to drill a Joint Well in that portion of the Subdivision referred to in the preceding Recitals and shown on Exhibit "A", Exhibit "B" and Exhibit "C", which are attached hereto.

Abel has also hereby reserved the right to construct and maintain two (2) Private Water Mains which will provide water from each of the Joint Wells to those lots in the Subdivision which Abel, by separate recording, may confer the right to use one (1) of the Joint Wells to a maximum of six (6) per Joint Well.

For sake of convenience, the Joint Well if drilled on Lot Twelve (12) will be referred to as "Joint Well A" and the joint well if drilled on Lot Twenty (20) will be referred to as "Joint Well B".

II. **Easement.** The present and future owners of Lots and Outlots described above by virtue of taking title shall agree to the terms of this Joint Well Agreement and the Easements described herein.

Abel may, at his option, drill Joint Well A and/or Joint Well B. In addition, Abel shall be permitted to install Private Water Mains from said Joint Wells within the Water Main Easement to owners of Lots who have elected to become parties to this Agreement.

After making such election, all of the terms of this Agreement shall become binding upon said parties and their heirs, successors, and assigns.

III. **Repairs to Well/Common Expenses/Individual Expenses.** In connection with repairs to the Well and piping, these repairs shall be divided into Individual Expenses and Common Expenses as follows:

A. **Common Expenses.** All parties allowed to, and electing to, use Joint Well A or Joint Well B shall be responsible from time to time for repairs to that Joint Well, including casing, pump, piping, well, pressure tank, or other expenses at the well head with regard to that Joint Well which they have elected to withdraw water from.

By way of example, if repairs are required and there are two (2) participants, then such Common Expenses will be split fifty-fifty (50-50). As additional parties are added to a

particular Joint Well, the contribution for such common expenses will be subsequently proportionately reduced.

The cost of the Water Main which services a particular Joint Well (Joint Well A or Joint Well B) will also be proportionately a Common Expense of those parties who are using each of those separate Joint Wells. This shall be the common piping within the Private Water Easement which are shared by users to a point where a lateral serves only one user.

Utilities which are necessary for operation of the pump or other services to the Joint Well will be a Common Expense shared proportionately. If there is a separate electric meter for each pump, then the prorata share will be paid by each party within ten (10) days of request for reimbursement from that party to whom the bill is sent.

In the event there is not a separate electric meter for a pump to either Joint Well A or Joint Well B, then the parties will negotiate for an equitable contribution to the additional utility cost of that party to whom these charges are billed. If the parties cannot reach an agreement, then the Wisconsin power and light company will make a binding equitable determination.

B. Individual Expenses. Each party shall be solely responsible for individual piping and equipment beyond the portion of the shared Private Water Main referred to above. In addition, each party taking water from a Joint Well shall be responsible for having a licensed plumber or other qualified party, in accord with applicable laws, codes, and ordinances, install an item of plumbing hardware commonly referred to as a back flow preventer or check valve which will prevent water from the party's property from flowing in a reverse direction to the Common Private Water Main. This shall at all times be maintained by that party as an individual expense.

IV. Reserve. By a majority vote of the then parties using either Joint Well A or Joint Well B, a Reserve may be established in anticipation of future repairs or replacements. Any Reserve fund shall be placed in a separate escrow account to be held in trust and used only for the purposes of repairs and/or replacements to the Joint Wells which are defined as Common Expenses by the terms of this Agreement.

V. Duty to Make Payments. In the event any party shall fail to make a payment due for that party's share of the Common Expenses within thirty (30) days of the time when the same is due and following ten (10) days written notice sent *Certified Mail, Return Receipt Requested* to the residential address of said party, then upon recording of a Memorandum with the Register of Deeds in and for Fond du Lac County, Wisconsin, the same shall constitute a lien upon the premises which shall have the same force and effect as a Construction Lien and may be enforced in the same manner. Additionally, upon such default, the majority of the then parties using either Joint Well A or Joint Well B, with the exception of the

defaulting party, may elect to discontinue further access to water by the defaulting party and the defaulting party agrees to hold such other parties harmless from any consequences thereof.

In the event of default, and in the event it is necessary for any one or more of the Lot owners to take action to enforce the terms of this Agreement, then all costs associated therewith, including a reasonable attorneys fee, shall be paid by the defaulting party.

VI. **Right of Abel to Increase Participants.** Subject to applicable laws, codes, and ordinances, Abel shall, at his sole option, be allowed to increase participants to a maximum of six (6) each on both Joint Well A and Joint Well B by receiving a financial payment or other consideration as Abel, in his discretion, may determine. Such party shall agree to sign and record an Affidavit referring to this Agreement whereby such party agrees to be bound by the terms and provisions hereof and whereby Abel evidences his election to add such party to Joint Well A or Joint Well B. Upon such execution and recording, additional Lot owners may be added as though they had originally been a part hereof without the necessity of any other Lot owners joining in such document.

VII. **Termination of the Agreement.** If Joint Well A or Joint Well B fails due to circumstances beyond the control of the parties and if it is necessary to redrill a well, then at that time any party may elect to terminate his or her continued participation in this Agreement and the parties agree to execute either a termination of the Joint Well Agreement as to that respective Joint Well or execute an amendment as to the parties who are then continuing to withdraw water from the Joint Well which is to be repaired or redrilled.

VIII. **No Warranty.** Abel does not guarantee to any parties the quantity or quality of the water from Joint Well A or Joint Well B and the risk thereof shall be borne by the parties electing to participate.

IX. **Duration.** Unless and until terminated by virtue of failure of Joint Well A or Joint Well B, the agreements, understandings, and provisions contained herein shall be in perpetuity and be considered a covenant which runs with the land.

X. **Paragraph Titles.** Paragraph titles are provided for convenience only and shall not be construed as expanding or limiting the provisions of the Agreement which follow.

XI. **Binding Effect.** This Agreement is binding on the parties, their heirs, successors, and assigns.

XII. **Arbitration.** In the event of a dispute with respect to application or interpretation of this Agreement, the parties agree to submit any such dispute to binding arbitration pursuant to the rules of the American Arbitration Association then prevailing.

The costs associated with such arbitration proceeding, including a reasonable attorneys fee, shall be reimbursed to the prevailing party or parties.

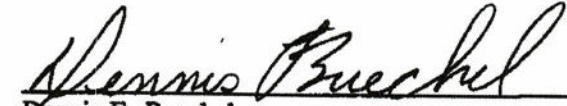
XIII. **Joinder by Buechel and McArthur.** McArthur and Buechel are joining in this Agreement by virtue of their present ownership of Lots in this Subdivision. However, by execution of this Agreement, neither Buechel nor McArthur shall have any rights or obligations concerning this Agreement. Any rights and obligations of Buechel and McArthur shall be dependent on their execution of a separate agreement for participation and upon recording the Affidavit acknowledging their participation as provided herein.

XIV. **Recitals.** The Recitals or preamble shall be deemed part of this Agreement.

DATED this 17 day of Dec, 2001.



Brian G. Abel



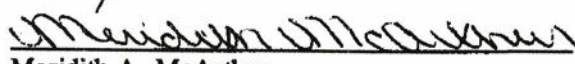
Dennis F. Buechel



Renee M. Buechel



Kurt J. McArthur



Meridith A. McArthur

STATE OF WISCONSIN :
: ss
FOND DU LAC COUNTY :

Personally came before me this 17 day of Dec, 2001, the above named, Brian G. Abel, Dennis F. Buechel and Renee M. Buechel, known to me to be the persons who signed the foregoing instrument and acknowledged the same.



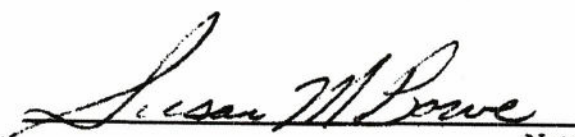
, Notary Public

State of Wisconsin

My Commission expires: 2/17/02

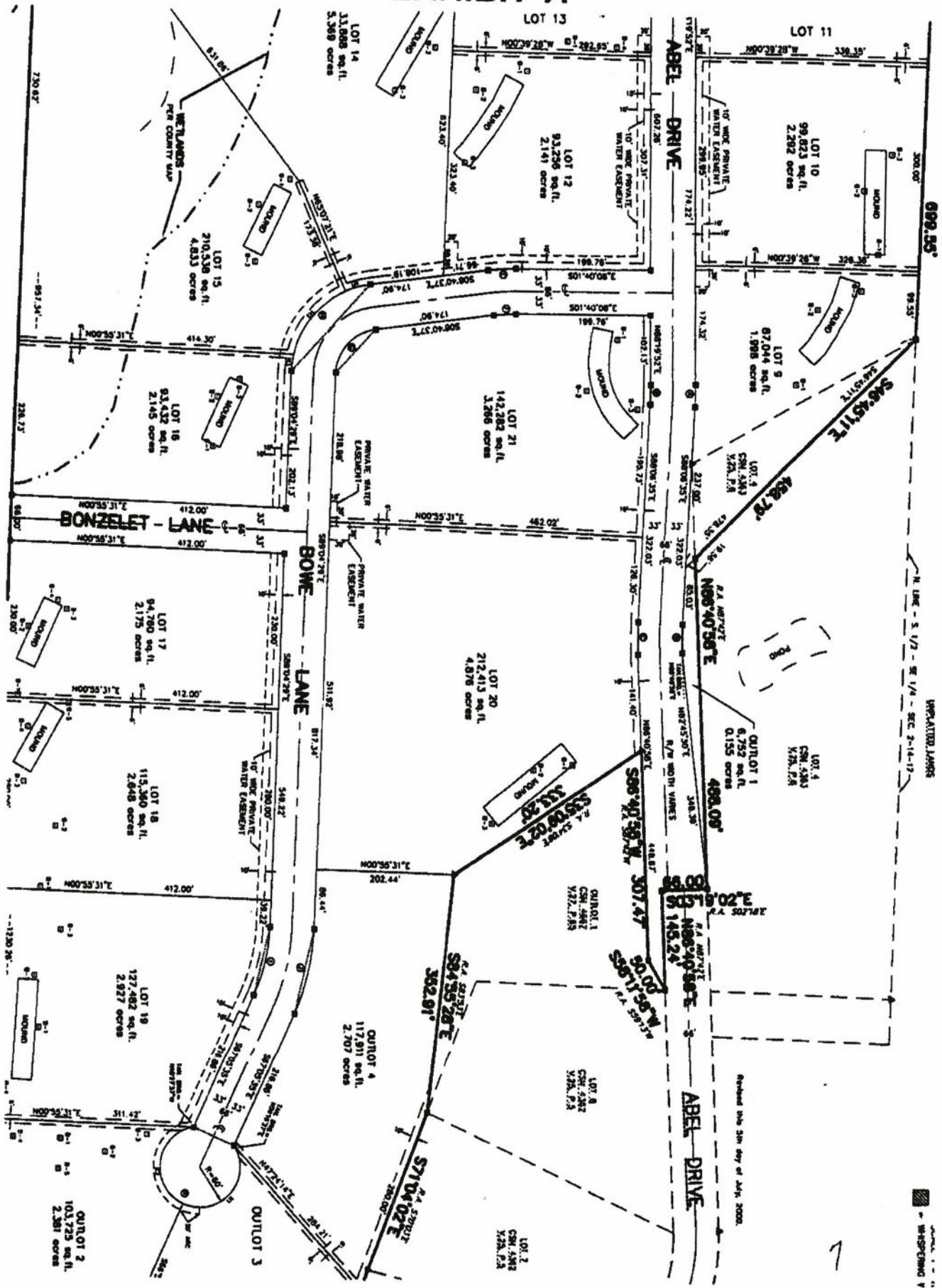
STATE OF WISCONSIN :
: ss
FOND DU LAC COUNTY :

Personally came before me this 17 day of December, 2001, the above named, Kurt J. McArthur and Meridith A. McArthur, known to me to be the persons who signed the foregoing instrument and acknowledged the same.


_____, Notary Public
State of Wisconsin
My Commission expires: 2/17/02

THIS INSTRUMENT DRAFTED BY:
ROBERT V. EDGARTON (#1011146)
ATTORNEY AT LAW

EXHIBIT A



Revised the 31st day of July, 2000.

WATERING Y

EXHIBIT B

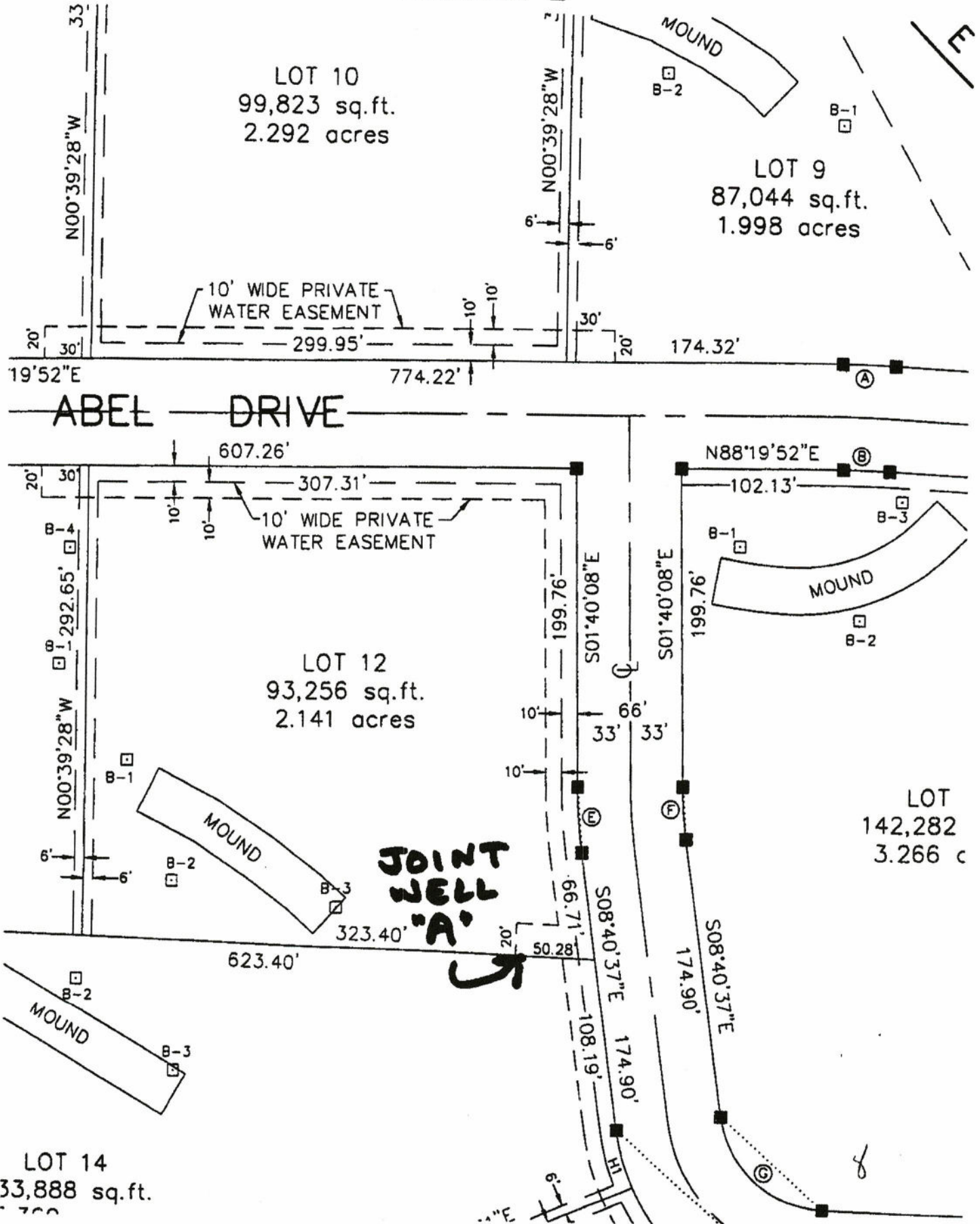
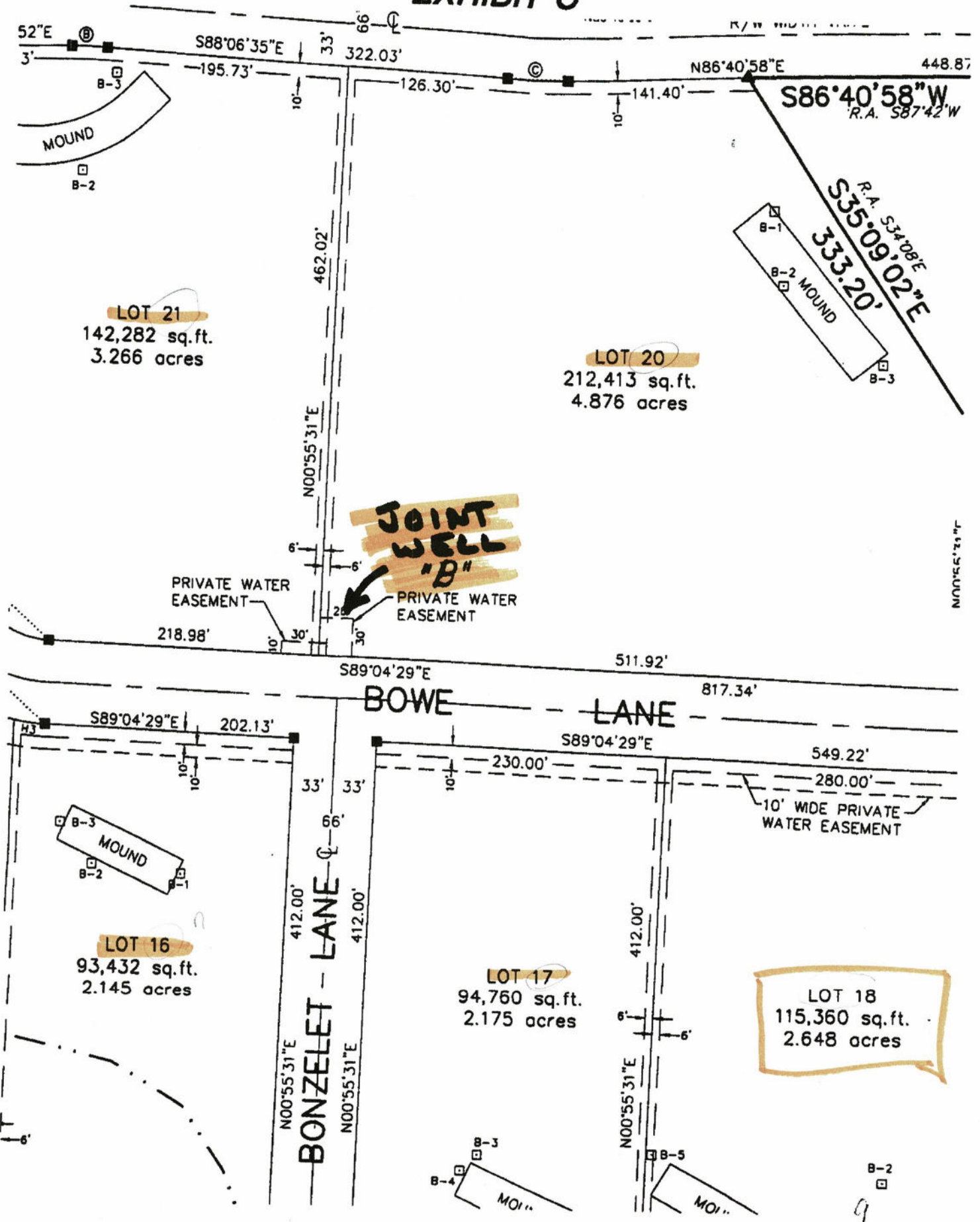


EXHIBIT C



312

DOC# 846794

Recorded
MAY 17, 2005 AT 10:00AM

**JOINT AFFIDAVIT RELATING
TO LANDS
WHISPERING WINDS ESTATES**

Patricia Kraus

PATRICIA KRAUS
REGISTER OF DEEDS
FOND DU LAC COUNTY
Fee Amount: \$13.00

Document Number
Return Address:
Parcel I.D. Number:

Attorney Robert V. Edgerton
Edgerton, St. Peter, Petak,
& Rosenfeldt
P. O. Box 1276
Fond du Lac, WI 54936-1276

Recording Area

AFFECTING LANDS LOCATED IN THE TOWN OF BYRON, FOND DU LAC COUNTY, WISCONSIN,
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Lots Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-One (21), Outlot Two (2), and Outlot Three (3) of the Plat of Whispering Winds Estates located in the South Half (S 1/2) of the Southeast Quarter (SE 1/4) of Section Two (2), Township Fourteen (14) North, of Range Seventeen (17) East, Town of Byron, Fond du Lac County, Wisconsin. ("Lots")

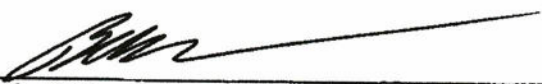
* * * * *

STATE OF WISCONSIN :
: ss
FOND DU LAC COUNTY :

The undersigned, being first duly sworn, on oath, depose and say that:

1. **BRIAN G. ABEL**, was party to a recorded document entitled Joint Well Agreement/Easement Agreement ("Agreement") previously recorded on the 8th day of January, 2002, as Document No. 0734704. The definitions in the Agreement are incorporated by reference.
2. Pursuant to the terms of the Agreement, Brian G. Abel was conferred the right to elect to allow the owners of Lots to become participants in the Agreement and have the use of the either Joint Well A or Joint Well B.
3. The undersigned, John M. Zipp and Amy L. Zipp, ("Owners") have acquired Lot Eighteen (18) of Whispering Winds Estates and have elected to become a Participant under the terms of the Agreement and assume those rights and obligations associated with the use of the Joint Well B. As of date hereof, there are no other parties electing to use Joint Well B.
4. By execution of this document, Brian G. Abel confers such rights upon the Owners, and said Owners do hereby agree to abide by all of the terms of the Agreement and accept all benefits and burdens as stated therein.

DATED this 5 day of November, 2004.



Brian G. Abel


Owners:

John M. Zipp
John M. Zipp

Amy L. Zipp
Amy L. Zipp

Subscribed and sworn to before me by Brian G. Abel, John M. Zipp and Amy L. Zipp this 5 day of November, 2004.

Susan M. Bowe
State of Wisconsin
My Commission expires: 2/16/06



THIS INSTRUMENT DRAFTED BY:

ROBERT V. EDGARTON (#1011146)
ATTORNEY AT LAW

Participation / Joint Well A and Joint Well B

Joint Well A	Joint Well B
1. Lot 10	1. Lot 18
2. Lot 9	2.
3. Lot 12	3.
4.	4.
5.	5.
6.	6.

13
1/2

**JOINT AFFIDAVIT RELATING
TO LANDS
WHISPERING WINDS ESTATES**

DOC# 870823

Recorded
MAY 01, 2006 AT 01:27:00PM

Document Number		
Return Address:	Attorney Robert V. Edgerton Edgerton, St. Peter, Petak, & Rosenfeldt P. O. Box 1276 Fond du Lac, WI 54936-1276	<i>Patricia Kraus</i>
Parcel I.D. Number:		PATRICIA KRAUS REGISTER OF DEEDS FOND DU LAC COUNTY Fee Amount: \$13.00
		Recording Area

AFFECTING LANDS LOCATED IN THE TOWN OF BYRON, FOND DU LAC COUNTY, WISCONSIN,
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Lots Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-One (21), Out Lot Two (2), and Out Lot Three (3) of the Plat of Whispering Winds Estates located in the South Half (S 1/2) of the Southeast Quarter (SE 1/4) of Section Two (2), Township Fourteen (14) North, of Range Seventeen (17) East, Town of Byron, Fond du Lac County, Wisconsin. ("Lots")

* * * * *

STATE OF WISCONSIN :
: ss
FOND DU LAC COUNTY :

The undersigned, being first duly sworn, on oath, depose and say that:

- BRIAN G. ABEL**, was party to a recorded document entitled Joint Well Agreement/Easement Agreement ("Agreement") previously recorded on the 8th day of January, 2002, as Document No. 0734704. The definitions in the Agreement are incorporated by reference.
- Pursuant to the terms of the Agreement, Brian G. Abel was conferred the right to elect to allow the owners of Lots to become participants in the Agreement and have the use of the either Joint Well A or Joint Well B.
- The undersigned, Eric A. Schalk and Amy M. Schalk, ("Owners") have acquired Lot Seventeen (17) of Whispering Winds Estates and have elected to become a Participant under the terms of the Agreement and assume those rights and obligations associated with the use of the Joint Well B. As of date hereof, there are no other parties electing to use Joint Well B.
- By execution of this document, Brian G. Abel confers such rights upon the Owners, and said Owners do hereby agree to abide by all of the terms of the Agreement and accept all benefits and burdens as stated therein.

DATED this 15 day of October, 2005.



Brian G. Abel

Owners:

Eric A. Schalk
Eric A. Schalk

Amy M. Schalk
Amy M. Schalk

Subscribed and sworn to before me by Brian G. Abel, Eric A. Schalk and Amy M. Schalk this 15 day of October, 2005.

Ann L. Wagner
Ann L. Wagner, Notary Public
State of Wisconsin
My Commission expires: 09-24-2006

THIS INSTRUMENT DRAFTED BY:

ROBERT V. EDGARTON (#1011146)
ATTORNEY AT LAW

* * * * *

Participation / Joint Well A and Joint Well B

Joint Well A	Joint Well B
1. Lot 10	1. Lot 18
2. Lot 9	2. Lot 17
3. Lot 12	3.
4. Lot 15	4.
5. Lot 14	5.
6.	6.

13
2

**JOINT AFFIDAVIT RELATING
TO LANDS
WHISPERING WINDS ESTATES**

DOC# 870824

Recorded
MAY 01, 2006 AT 01:27:00PM

Document Number		
Return Address:	Attorney Robert V. Edgerton Edgerton, St. Peter, Petak, & Rosenfeldt P. O. Box 1276 Fond du Lac, WI 54936-1276	<i>Patricia Kraus</i>
Parcel I.D. Number:		PATRICIA KRAUS REGISTER OF DEEDS FOND DU LAC COUNTY Fee Amount: \$13.00
		Recording Area

AFFECTING LANDS LOCATED IN THE TOWN OF BYRON, FOND DU LAC COUNTY, WISCONSIN,
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Lots Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-One (21), Out Lot Two (2), and Out Lot Three (3) of the Plat of Whispering Winds Estates located in the South Half (S 1/2) of the Southeast Quarter (SE 1/4) of Section Two (2), Township Fourteen (14) North, of Range Seventeen (17) East, Town of Byron, Fond du Lac County, Wisconsin. ("Lots")

* * * * *

STATE OF WISCONSIN :
: ss
FOND DU LAC COUNTY :

The undersigned, being first duly sworn, on oath, depose and say that:

1. **BRIAN G. ABEL**, was party to a recorded document entitled Joint Well Agreement/Easement Agreement ("Agreement") previously recorded on the 8th day of January, 2002, as Document No. 0734704. The definitions in the Agreement are incorporated by reference.
2. Pursuant to the terms of the Agreement, Brian G. Abel was conferred the right to elect to allow the owners of Lots to become participants in the Agreement and have the use of the either Joint Well A or Joint Well B.
3. The undersigned, Eric T. Ciha and Pamela J. Ciha, ("Owners") have acquired Out Lot Two (2) of Whispering Winds Estates and have elected to become a Participant under the terms of the Agreement and assume those rights and obligations associated with the use of the Joint Well B. As of date hereof, there are no other parties electing to use Joint Well B.
4. By execution of this document, Brian G. Abel confers such rights upon the Owners, and said Owners do hereby agree to abide by all of the terms of the Agreement and accept all benefits and burdens as stated therein.

DATED this 12th day of ~~October~~ ^{January, 2006}, 2006.



Brian G. Abel

Owners:

E-T Ciha
Eric T. Ciha

Pamela J Ciha
Pamela J. Ciha

Subscribed and sworn to before me by Brian G. Abel, Eric T. Ciha and Pamela J. Ciha this 12th day of ~~October, 2005.~~ January, 2006
dam

Reborah A Martin

, Notary Public

State of Wisconsin
My Commission expires: 4-6-08

THIS INSTRUMENT DRAFTED BY:

ROBERT V. EDGARTON (#1011146)
ATTORNEY AT LAW

* * * * *

Participation / Joint Well A and Joint Well B

Joint Well A	Joint Well B
1. Lot 10	1. Lot 18
2. Lot 9	2. Lot 17
3. Lot 12	3. Out Lot 2
4. Lot 15	4.
5. Lot 14	5.
6.	6.

13
1/2

**JOINT AFFIDAVIT RELATING
TO LANDS
WHISPERING WINDS ESTATES**

DOC# 870825

Recorded
MAY 01, 2006 AT 01:27:00PM

Document Number	
Return Address:	Attorney Robert V. Edgerton Edgerton, St. Peter, Petak, & Rosenfeldt P. O. Box 1276 Fond du Lac, WI 54936-1276
Parcel I.D. Number:	

Patricia Kraus

PATRICIA KRAUS
REGISTER OF DEEDS
FOND DU LAC COUNTY
Fee Amount: \$13.00

Recording Area

AFFECTING LANDS LOCATED IN THE TOWN OF BYRON, FOND DU LAC COUNTY, WISCONSIN,
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Lots Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-One (21), Out Lot Two (2), and Out Lot Three (3) of the Plat of Whispering Winds Estates located in the South Half (S 1/2) of the Southeast Quarter (SE 1/4) of Section Two (2), Township Fourteen (14) North, of Range Seventeen (17) East, Town of Byron, Fond du Lac County, Wisconsin. ("Lots")


* * * * *

STATE OF WISCONSIN :
: ss
FOND DU LAC COUNTY :

The undersigned, being first duly sworn, on oath, depose and say that:

1. **BRIAN G. ABEL**, was party to a recorded document entitled Joint Well Agreement/Easement Agreement ("Agreement") previously recorded on the 8th day of January, 2002, as Document No. 0734704. The definitions in the Agreement are incorporated by reference.
2. Pursuant to the terms of the Agreement, Brian G. Abel was conferred the right to elect to allow the owners of Lots to become participants in the Agreement and have the use of the either Joint Well A or Joint Well B.
3. The undersigned, Fluturie Kurtev, ("Owner") have acquired Lot Nineteen (19) of Whispering Winds Estates and have elected to become a Participant under the terms of the Agreement and assume those rights and obligations associated with the use of the Joint Well B. As of date hereof, there are no other parties electing to use Joint Well B.
4. By execution of this document, Brian G. Abel confers such rights upon the Owner, and said Owner do hereby agree to abide by all of the terms of the Agreement and accept all benefits and burdens as stated therein.

DATED this 15 day of October, 2005.



Brian G. Abel

Owner:

Fluturie Kurtev
Fluturie Kurtev

Subscribed and sworn to before me by Brian G. Abel and Fluturie Kurtev this 15 day of October, 2005.

Ann L. Wagner
Ann L. Wagner, Notary Public
State of Wisconsin
My Commission expires: 09-24-2006

THIS INSTRUMENT DRAFTED BY:

ROBERT V. EDGARTON (#1011146)
ATTORNEY AT LAW

* * * * *

Participation / Joint Well A and Joint Well B

Joint Well A	Joint Well B
1. Lot 10	1. Lot 18
2. Lot 9	2. Lot 17
3. Lot 12	3. Out Lot 2
4. Lot 15	4. Lot 19
5. Lot 14	5.
6.	6.

13 1/2

**JOINT AFFIDAVIT RELATING
TO LANDS
WHISPERING WINDS ESTATES**

DOC# 870826

Recorded
MAY 01, 2006 AT 01:28:00PM

Document Number	
Return Address:	Attorney Robert V. Edgerton Edgerton, St. Peter, Petak, & Rosenfeldt P. O. Box 1276 Fond du Lac, WI 54936-1276
Parcel I.D. Number:	

Patricia Kraus

PATRICIA KRAUS
REGISTER OF DEEDS
FOND DU LAC COUNTY
Fee Amount: \$13.00

Recording Area

AFFECTING LANDS LOCATED IN THE TOWN OF BYRON, FOND DU LAC COUNTY, WISCONSIN,
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Lots Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-One (21), Out Lot Two (2), and Out Lot Three (3) of the Plat of Whispering Winds Estates located in the South Half (S 1/2) of the Southeast Quarter (SE 1/4) of Section Two (2), Township Fourteen (14) North, of Range Seventeen (17) East, Town of Byron, Fond du Lac County, Wisconsin. ("Lots")

* * * * *

STATE OF WISCONSIN :
: ss
FOND DU LAC COUNTY :

The undersigned, being first duly sworn, on oath, depose and say that:

1. **BRIAN G. ABEL**, was party to a recorded document entitled Joint Well Agreement/Easement Agreement ("Agreement") previously recorded on the 8th day of January, 2002, as Document No. 0734704. The definitions in the Agreement are incorporated by reference.
2. Pursuant to the terms of the Agreement, Brian G. Abel was conferred the right to elect to allow the owners of Lots to become participants in the Agreement and have the use of the either Joint Well A or Joint Well B.
3. The undersigned, Ronald May and Anne P. May, ("Owners") have acquired Lot Twenty (20) of Whispering Winds Estates and have elected to become a Participant under the terms of the Agreement and assume those rights and obligations associated with the use of the Joint Well B. As of date hereof, there are no other parties electing to use Joint Well B.
4. By execution of this document, Brian G. Abel confers such rights upon the Owners, and said Owners do hereby agree to abide by all of the terms of the Agreement and accept all benefits and burdens as stated therein.

DATED this 12th day of October, 2005.


Brian G. Abel

Owners:

Ronald F. May
Ronald May

Anne P. May
Anne P. May

Subscribed and sworn to before me by Brian G. Abel, Ronald May and Anne P. May this 12th day of October, 2005.

Brian G. Abel, Notary Public
State of Wisconsin
My Commission expires: 7/20/2008

THIS INSTRUMENT DRAFTED BY:

ROBERT V. EDGARTON (#1011146)
ATTORNEY AT LAW

* * * * *

Participation / Joint Well A and Joint Well B	
Joint Well A	Joint Well B
1. Lot 10	1. Lot 18
2. Lot 9	2. Lot 17
3. Lot 12	3. Out Lot 2
4. Lot 15	4. Lot 19
5. Lot 14	5. Lot 20
6.	6.

13
1/2

**JOINT AFFIDAVIT RELATING
TO LANDS
WHISPERING WINDS ESTATES**

DOC# 870827

Recorded
MAY 01, 2006 AT 01:28:00PM

Document Number		
Return Address:	Attorney Robert V. Edgerton Edgerton, St. Peter, Petak, & Rosenfeldt P. O. Box 1276 Fond du Lac, WI 54936-1276	<i>Patricia Kraus</i>
Parcel I.D. Number:		PATRICIA KRAUS REGISTER OF DEEDS FOND DU LAC COUNTY Fee Amount: \$13.00
		Recording Area

AFFECTING LANDS LOCATED IN THE TOWN OF BYRON, FOND DU LAC COUNTY, WISCONSIN,
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Lots Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-One (21), Out Lot Two (2), and Out Lot Three (3) of the Plat of Whispering Winds Estates located in the South Half (S 1/2) of the Southeast Quarter (SE 1/4) of Section Two (2), Township Fourteen (14) North, of Range Seventeen (17) East, Town of Byron, Fond du Lac County, Wisconsin. ("Lots")

* * * * *

STATE OF WISCONSIN :
: ss
FOND DU LAC COUNTY :

The undersigned, being first duly sworn, on oath, depose and say that:

1. **BRIAN G. ABEL**, was party to a recorded document entitled Joint Well Agreement/Easement Agreement ("Agreement") previously recorded on the 8th day of January, 2002, as Document No. 0734704. The definitions in the Agreement are incorporated by reference.
2. Pursuant to the terms of the Agreement, Brian G. Abel was conferred the right to elect to allow the owners of Lots to become participants in the Agreement and have the use of the either Joint Well A or Joint Well B.
3. The undersigned, Guy R. Schmitt an Michelle M. Schmitt ("Owners") have acquired Lot Twenty-Two (22) of Whispering Winds Estates being a re-division of Lot Twenty-One (21) of Whispering Winds Estates, and have elected to become a Participant under the terms of the Agreement and assume those rights and obligations associated with the use of the Joint Well B. As of date hereof, there are no other parties electing to use Joint Well B.
4. By execution of this document, Brian G. Abel confers such rights upon the Owners, and said Owners do hereby agree to abide by all of the terms of the Agreement and accept all benefits and burdens as stated therein.

DATED this 7 day of April, 2006.



Brian G. Abel

Owners:

Guy R. Schmitt
Guy R. Schmitt

Michelle M. Schmitt
Michelle M. Schmitt

7 Subscribed and sworn to before me by Brian G. Abel, Guy R. Schmitt and Michelle M. Schmitt this day of April, 2006.

Ann L. Wagner
Ann L. Wagner, Notary Public
State of Wisconsin
My Commission expires: 09-24-2006

THIS INSTRUMENT DRAFTED BY:

ROBERT V. EDGARTON (#1011146)
ATTORNEY AT LAW

* * * * *

Participation / Joint Well A and Joint Well B

Joint Well A	Joint Well B
1. Lot 10	1. Lot 18
2. Lot 9	2. Lot 17
3. Lot 12	3. Out Lot 2
4. Lot 15	4. Lot 19
5. Lot 14	5. Lot 20
6.	6. Lot 22