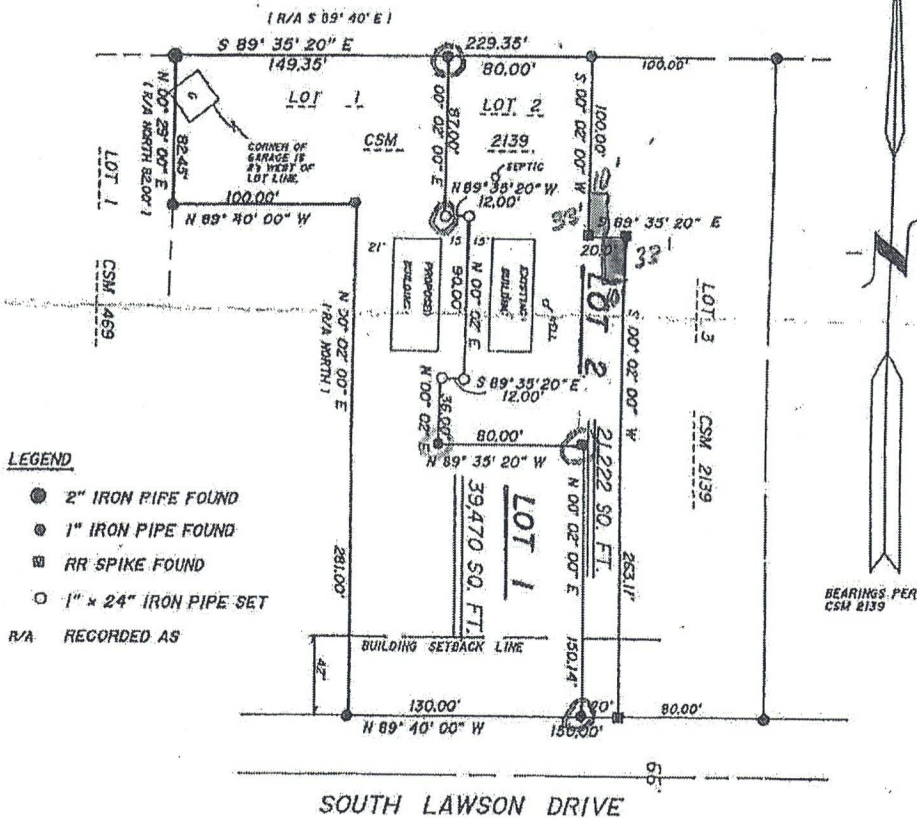


CERTIFIED SURVEY MAP

CERTIFIED SURVEY MAP FOR M.A.C. PARTNERSHIP,
BEING LOT 1 AND LOT 2 OF C.S.M. NO. 2139,
LOCATED IN THE SE 1/4 OF THE SW 1/4 OF
SECTION 20, T16N, R13E, TOWN OF BROOKLYN,
GREEN LAKE COUNTY, WISCONSIN.



12/92/4 DEC 4TH STAKES PLACED 4/26/21



GREEN LAKE SURVEYING CO.

P.O. Box 131
Green Lake, Wisconsin 54941
Phone: (414) 294-6666

EX
A

AGREEMENT REGARDING CONTINUING OBLIGATIONS

This Agreement entered into by and between Gearing Homes, LLC (hereinafter referred to as "Seller") and 1970 Lawson LLC (hereinafter referred to as "Buyer").

WHEREAS, the parties hereto entered into an Offer to Purchase dated March 8, 2022, for the purchase of real estate in the Town of Brooklyn, Green Lake County, by Buyer from Seller; and

WHEREAS, the transaction is to be closed March 31, 2022; and

WHEREAS, the parties acknowledge that certain of the provisions will survive the date of closing.

IT IS, THEREFORE, AGREED AS FOLLOWS:

The terms, conditions, and provisions of Addendum A, Paragraph 6, which states:

The parties will enter into an agreement at closing requiring them to conduct a land transfer of two parcels between the Property and the Seller's adjacent property. The attached exhibit A depicts the parcels to be transferred. The blue parcel being 33 feet by 10 feet in size will be attached to Lot 3 of CSM 2139. The pink parcel being 33 feet by 10 feet in size will be attached to Lot 2 of CSM 2210. The agreement will require the parcels to be transferred by warranty deed and unencumbered by mortgages, judgments, or other monetary liens.

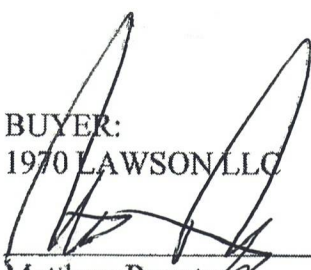
will continue to bind the parties notwithstanding the closing of the sale from Seller to Buyer that will occur on March 31, 2022.

This Agreement is the agreement referred to above and the attached Exhibit A is the exhibit referenced in the Offer.

IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED BELOW.

BUYER:

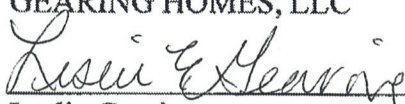
1970 LAWSON LLC


Matthew Rogatz
Authorized Member

3/31/22
Date

SELLER:

GEARING HOMES, LLC


Leslie Gearing
Authorized Member

3/30/2022
Date

Document Number

Septic System Easement Agreement
Title of Document

Recording Area

Name and Return Address

John M. Blazel
Smits & Blazel Law Office, LLC
PO Box 191
Berlin, WI 54923

004-00480-0400 and 004-00480-0300

Parcel Identification Number (PIN)

Lot Two (2) of Certified Survey Map No. 2210, as recorded in Volume 10 of Certified Survey Maps on Page 2210, and being a redivision of Lots 1 and 2 of Certified Survey Map No. 2139, and located in part of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 20, Township 16 North, Range 13 East, Town of Brooklyn, Green Lake County, Wisconsin.

Lot Three (3) of Certified Survey Map No. 2139, as recorded in Volume 9 of Certified Survey Maps on Page 2139, and located in part of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 20, Township 16 North, Range 13 East, Town of Brooklyn, Green Lake County, Wisconsin, and referred to in this Agreement as Parcel B.

Drafted by:
John M. Blazel
Smits & Blazel Law Office, LLC
P.O. Box 191
Berlin, WI 54923-0191

SEPTIC SYSTEM EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the Agreement) is between the 1970 Lawson LLC (Lawson), and Gearing Homes LLC (Gearing).

RECITALS:

- A. Lawson is the owner of certain real property described as Lot Two (2) of Certified Survey Map No. 2210, as recorded in Volume 10 of Certified Survey Maps on Page 2210, and being a redivision of Lots 1 and 2 of Certified Survey Map No. 2139, and located in part of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 20, Township 16 North, Range 13 East, Town of Brooklyn, Green Lake County, Wisconsin, and referred to in this Agreement as Parcel A.
- B. Gearing is the owner of certain real property described as Lot Three (3) of Certified Survey Map No. 2139, as recorded in Volume 9 of Certified Survey Maps on Page 2139, and located in part of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 20, Township 16 North, Range 13 East, Town of Brooklyn, Green Lake County, Wisconsin, and referred to in this Agreement as Parcel B.
- C. Parcel A and Parcel B share a septic system which services both Parcels and is located partially on both Parcels.
- D. The parties are willing to create an easement to allow for the joint use of the septic system until such time as the septic needs to be replaced or substantially modified. At that time, the parties will install their own septic systems on their own Parcels.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Grant. The parties grant a mutual easement to each other to continue to use the existing septic system which services both Parcels. A party may enter the other party's Parcel to do such as may be necessary to continue to maintain the functioning of the system or to discontinue it if, according to the terms of this agreement, the system is to be replaced. The septic system may not be used to service more than two dwelling units.

2. Term of Easement. This easement shall continue until the septic system fails or it is necessary to do substantial work on the system to maintain it in a functioning state. At that time, the easement will expire, and the parties will install their own septic systems on their own Parcels.

3. Maintenance Costs. All maintenance costs, including but not limited to pumping, shall be shared equally between the Parcels.

4. Covenants Run with Land. All of the terms and conditions in this Agreement,

including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and assigns.

5. Enforcement. Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the nonprevailing party.

6. Recitals. The recitals are part of this Agreement.

GEARING HOMES LLC

Leslie Gearing
Leslie Gearing, authorized member

3/30/2022
Date



STATE OF WISCONSIN)
) ss.
GREEN LAKE COUNTY)

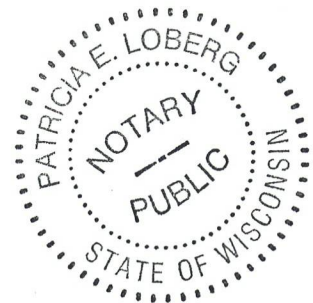
Personally appeared before me this 30th day of March, 2022, the above-named Leslie Gearing, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Patricia E. Loberg
Notary Public, State of Wisconsin
My commission: 08/22/2022

1970 LAWSON LLC

Matthew Rogatz
Matthew Rogatz, authorized member

3/31/22
Date



STATE OF WISCONSIN)
) ss.
GREEN LAKE COUNTY)

Personally appeared before me this 31st day of March, 2022, the above-named Matthew Rogatz, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Patricia E. Loberg
Notary Public, State of Wisconsin
My commission: 08/22/2022

Document Number

**Shared Well Agreement
Title of Document**

Recording Area

Name and Return Address

**John M. Blazel
Smits & Blazel Law Office, LLC
PO Box 191
Berlin, WI 54923**

004-00480-0400 and 004-00480-0300

Parcel Identification Number (PIN)

Lot Two (2) of Certified Survey Map No. 2210, as recorded in Volume 10 of Certified Survey Maps on Page 2210, and being a redivision of Lots 1 and 2 of Certified Survey Map No. 2139, and located in part of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 20, Township 16 North, Range 13 East, Town of Brooklyn, Green Lake County, Wisconsin.

Lot Three (3) of Certified Survey Map No. 2139, as recorded in Volume 9 of Certified Survey Maps on Page 2139, and located in part of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 20, Township 16 North, Range 13 East, Town of Brooklyn, Green Lake County, Wisconsin, and referred to in this Agreement as Parcel B.

Drafted by:
John M. Blazel
Smits & Blazel Law Office, LLC
P.O. Box 191
Berlin, WI 54923-0191

SHARED WELL AGREEMENT

THIS EASEMENT AGREEMENT (the Agreement) is between the 1970 Lawson LLC (Lawson), and Gearing Homes LLC (Gearing).

RECITALS:

A. Lawson is the owner of certain real property described as Lot Two (2) of Certified Survey Map No. 2210, as recorded in Volume 10 of Certified Survey Maps on Page 2210, and being a redivision of Lots 1 and 2 of Certified Survey Map No. 2139, and located in part of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 20, Township 16 North, Range 13 East, Town of Brooklyn, Green Lake County, Wisconsin, and referred to in this Agreement as Parcel A.

B. Gearing is the owner of certain real property described as Lot Three (3) of Certified Survey Map No. 2139, as recorded in Volume 9 of Certified Survey Maps on Page 2139, and located in part of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 20, Township 16 North, Range 13 East, Town of Brooklyn, Green Lake County, Wisconsin, and referred to in this Agreement as Parcel B.

C. Parcel A and Parcel B share a well which services both Parcels and is located on Parcel A.

D. The parties are willing to create an easement to allow for the joint use of the well system until such time as the well needs to be replaced. At that time, the parties will install their own wells on their own Parcels.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Grant. The parties grant a mutual easement to each other to continue to use the existing well and well system which services both Parcels. A party may enter the other party's Parcel to do such as may be necessary to continue to maintain the functioning of the well and well system or to discontinue it if, according to the terms of this agreement, the well and well system is to be replaced. The well and well system may not be used to service more than two dwelling units. The well may only be used for residential purposes and for no more than two dwelling units.

2. Term of Easement. This easement shall continue until the well and well system needs to be replaced or it is necessary to do substantial work on the system to maintain it in a functioning state. At that time, the easement will expire, and the parties will install their own well and well systems on their own Parcels.

3. Maintenance Costs. All maintenance costs of the well and pump shall be shared equally between the Parcels, including but not limited to, the utility costs, except as set forth below in this section 3. The parties shall be individually responsible for and shall individually pay the cost and expense of maintaining, replacing, and repairing the underground water pipelines which shall run from the well to the respective dwellings or other terminal point.

4. Covenants Run with Land. All the terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and assigns.

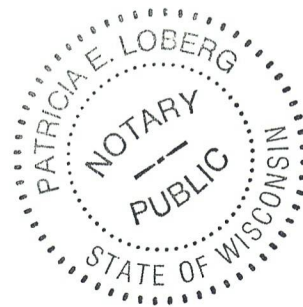
5. Enforcement. Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the nonprevailing party.

6. Recitals. The recitals are part of this Agreement.

GEARING HOMES LLC

Leslie E. Gearing
Leslie Gearing, authorized member

3/30/2022
Date



STATE OF WISCONSIN)
) ss.
GREEN LAKE COUNTY)

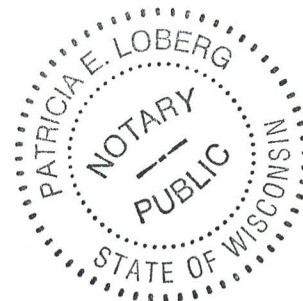
Personally appeared before me this 30th day of March, 2022, the above-named Leslie Gearing, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Patricia E. Loberg
Notary Public, State of Wisconsin
My commission: 08/22/2022

1970 LAWSON LLC

Matthew Rogatz
Matthew Rogatz, authorized member

3/31/22
Date



STATE OF WISCONSIN)
) ss.
GREEN LAKE COUNTY)

Personally appeared before me this 31st day of March, 2022, the above-named Matthew Rogatz, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Patricia E. Loberg
Notary Public, State of Wisconsin
My commission: 08/22/2022