

COOPERATION AGREEMENT

THIS COOPERATION AGREEMENT ("Agreement") is made this 25th day of February, 2008, by and between the Lake Beulah Management District ("LBMD") and the Village of East Troy in Walworth County, Wisconsin ("Village").

WHEREAS, LBMD is a lake management district duly organized under Chapter 33 of the Wisconsin Statutes which has been created for the purpose of undertaking a program of lake protection and rehabilitation for Lake Beulah a public inland lake located within the district.

WHEREAS, LBMD has been collecting groundwater flow data at five monitoring well locations adjacent to Lake Beulah for three (3) years to develop base-line data in order to determine what, if any, impact that the operation of a new Village high capacity water supply well (Village Well #7) may have upon Lake Beulah and groundwater flows in the vicinity of Lake Beulah. The three-year historic base-line data collected from these five (5) monitoring wells will be shared with the Village within 30 days of the date of this Agreement.

WHEREAS, The Village on October 1, 2007, approved a proposal from AST to install six (6) monitoring wells consisting of two (2) monitoring well "nests" between Village Well #7 and Lake Beulah on Village property and a third two-well "nest" on the north-west side of Lake Beulah on property owned by John and Carolyn Becker which is more specifically and legally described on Exhibit B attached. The owners of the property described on Exhibit B have conditioned their approval of the Village construction and operation of monitoring wells on their property and will grant unlimited access to the Village and LBMD for purposes of obtaining well data upon the execution of this Cooperation Agreement between LBMD and the Village.

WHEREAS, LBMD is also gathering base-line data on the chemistry and temperature fluctuation of Lake Beulah water with US Geological Survey support. LBMD also plans to file for a DNR Lake Protection Grant to expand water quality data collection with the USGS. These data will be illustrated and summarized for use by LBMD, RSV, AST, the Village and other interested parties. Data will be archived in the USGS database and published in the Wisconsin Science Center's annual lakes data report.

NOW, THEREFORE, in consideration of the mutual promises and benefits to the parties hereto, the adequacy of which is hereby freely acknowledged, the Village and LBMD do hereby agree as follows:

1. The Village does hereby grant, transfer, and convey to LBMD, its appointed and elected commissioners, employees, agents, engineering consultants, and attorneys a limited term, non-exclusive right, privilege, and easement over, under, and across Public Park Outlot 2, which is more specifically and legally described on Exhibit C attached, for the purpose of cooperating with the Village in its construction of groundwater monitoring wells and collecting data under this Agreement, including access to and from adjacent public right-of-ways. The Village shall be responsible for securing written access rights for the parties and their respective appointed and elected officials, employees, agents, engineering consultants and attorneys for the construction of groundwater monitoring wells and monitoring operations for the property described on Exhibit B (The Becker Property).

2. The Village and LBMD further agree that all monitoring wells will be fitted with electronic data loggers for the collection of water level measurements. All wells on the south side of Lake Beulah will record water level measurements no less than once every four hours. Wells on the northwest side of the lake will record water level measurements no less than once every eight (8) hours.

3. The Village and LBMD further agree that they shall authorize, direct, and require their respective engineering consultants, RSV and AST, as well as any successor or additional engineering consultants that either party may engage for the groundwater monitoring activities contemplated by this Cooperation Agreement, to work together to collect and share all water level and water quality data collected from the six Village monitoring wells and the five LBMD monitoring wells described herein in order to develop a database. No downloads will occur without Village and LBMD representatives being given the opportunity to be present. Village and LBMD representatives will agree on a date and time for downloading at least two (2) business days before the downloading process is to occur. When downloading occurs, data will immediately be shared with the Village and LBMD. Village and LBMD representatives will also simultaneously submit their respective findings and conclusions to the Village and LBMD in order to evaluate the impact of Well #7, if any, on Lake Beulah, the aquifer, groundwater flow, and water quality once well pumping begins in 2008.

4. The Village and LBMD shall continue to maintain and monitor the herein described monitoring wells until such time as representatives of the Village and LBMD recommend for Village and LBMD approval that the monitoring of water levels is no longer required or six (6) years from the date of this Agreement, whichever occurs first. The Village, at its expense, shall be responsible for the proper closure of the six monitoring wells that it has installed and constructed pursuant to this Cooperation Agreement.

ACKNOWLEDGED AND AGREED TO effective as of the date first above written.

LAKE BEULAH MANAGEMENT DISTRICT

By: s/s: David Skotarzak

Print Name: David Skotarzak

Title: Chairman

VILLAGE OF EAST TROY

By: s/s: William R. Loesch

Print Name: William R. Loesch

Title: President

