Document Number	Document Title
	WELL AND WATER SERVICE TRUST AGREEMENT AND EASEMENT REGARDING MAPLE RIDGE ADDITION

Recording Area

Name and Return Address

Attorney Dorothy J. Stroschein
1206 Caledonia Street
La Crosse, WI 54603

part of 9-1401-4

Parcel Identification Number (PIN)

See Exhibit "A" for Legal Description

THIS PAGE IS PART OF THIS LEGAL DOCUMENT – DO NOT REMOVE.

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.

WRDA Rev. 12/22/2010

WELL AND WATER SERVICE TRUST AGREEMENT AND EASEMENT REGARDING MAPLE RIDGE ADDITION

J J Hengel Construction, LLC, a Wisconsin Limited Liability Company (the undersigns) being the owners of the real estate known as "Maple Ridge Addition" and as described on Exhibit "A" attached hereto and incorporated herein by this reference, by its designated members, in order to provide a water system for domestic water use to service the above described property, has constructed two (2) wells and water supply equipment, (known as the wells or individually as the well), upon the premises known as Maple Ridge Addition, Town of Medary, La Crosse County, Wisconsin, to serve Lots 1-10 of said addition, or any portion thereof, and has likewise caused either 2 or 3 inch water mains, and corporations stops to be connected to said wells and installed to the lot lines in such a manner so as to be available for lateral connections by the lot owners, at their expense, to service the various lots named above; and

It is intended to sell and convey to various purchasers from time to time parcels of property described as the above lots, upon which homes are to be erected and such sales shall include AN UNDIVIDED OWNERSHIP INTEREST IN SAID WELL THAT WILL SERVICE SAID LOT, and the right to take water from said such well.

This restriction shall be binding upon all of the owners of said lots, their

heirs, personal representatives and assigns; and

The undersigns do hereby restrict and provide as follows:

I. That it shall construct Well # 1 which will be located on Outlot One (1), and either two (2) inch or three (3) inch water mains and corporations stops to the lot lines of said Lots 10, 9, 1, 2 and 3. Also, it shall construct Well # 2 which will be located on Outlot Two (2), and either two (2) inch water or three (3) inch mains, and corporations stops to the lot lines of said Lots 4, 5, 6, 7 and 8; and one residential building (as set forth in the Declaration of Residential Covenants recorded for Maple Ridge Addition) on each lot shall have the right to hook up to said well, at said lot owners expense, except Lot 9 shall have two connections and Lot 8 shall have two connections. Except for Lots 8 and 9, it is clearly understood that no more than one residential building per lot shall be allowed to hook-up to said Well in said Maple Ridge Addition, which shall serve the property described on Exhibit "A",

2. That all of the foregoing lots shall be subject to a utility easement for the purposes of the Trustee hereinafter named or its designated agent to enter upon any portion of any lot carrying the water pipes, mains, laterals, corporations, and other equipment for the purpose of making an inspection, repairs, upkeep, and any other purpose which may be incidental to or necessary to the maintaining of the Wells and water system. ALL LOT OWNERS SHALL BE RESPONSIBLE FOR THE COST, INSTALLATION, REPAIR

OR REPLACEMENT OF ALL OF THE LATERALS TO THEIR DWELLING, AND THE REPAIR OR REPLACEMENT OF THE EXISTING WELL THAT SERVE THEIR SPECIFIC LOT. Further, that the purchasers of the lots serviced by said common wells and all subsequent lot owners, their heirs, personal representatives, and assigns, shall be responsible for sharing equally the costs of electricity and maintenance in connection with the operation, existence and replacement of said water system and Well that is or will service said Lot.

3. That each of the purchasers and subsequent owners, their heirs, personal representatives and assigns of said lots serviced by said common wells shall pay the sum of $20.00 per month per connection to the Well, or such other amount as determined by written notice to the owner of the lots by the Trustee, said sum to be deposited into a "Well Maintenance Account" for the specific well. Lots 8 and 9 shall each pay for two connections per month for each two units per Lot. Each well shall have its own Well Maintenance Account. Said accounts shall be maintained at a Bank of the Trustee's choice, or as further notified in writing by the Trustee of the wells. The monthly payments into said accounts shall continue until the specific account balance for each well shall reach the sum of $5,000.00 at which time further monthly payments shall be in the amount necessary to cover the operating expenses of the wells, at the sole discretion of the Trustee. In the event it shall be necessary to withdraw any funds from said specific well account for

the purpose of maintaining or replacing any portion of that accounts Well or its equipment, or the full replacement of such Well, thus causing the amount in said account to be reduced to a sum less than $5,000.00, said monthly payments shall immediately be commenced by each of the purchasers and subsequent lot owners, their heirs, personal representative or assigns, at the aforesaid rate of $20.00 per month, or as determined by the Trustee, in its discretion. For all lots with in ground sprinkler systems, the sprinkler charge per month shall be as mutually determined by all lot owners together.

4. That in the event the watering of the lawns at the Addition over burdens the operating capabilities of the well or wells, at the sole discretion of the Trustee, a schedule for lawn watering shall be set up by the Trustee and strictly adhered to by the lot and homeowners.

5. The lot purchasers and all subsequent lot owners, their heirs, personal representatives and assigns of the said lots serviced by said common Wells shall be responsible for sharing equally in all upkeep costs, maintenance, operation and replacement of the Well and water system that will or are servicing their respective lots, as may be necessary in the opinion of said Trustee.

6. The costs and expenses which are required to be paid for proper operation of said Wells shall constitute a lien against the respective lots served by the said wells until paid, up to the extent of the proportionate share of said

lot as previously set forth herein. The easements herein granted include the right to enter upon such land to construct, repair, maintain, and replace said well or wells and water system, which rights may be exercised by any and all of the lot owners serviced by said Wells, as may be appropriate.

7. The purchasers and subsequent owners of the aforesaid lots serviced by said common wells, their heirs, assigns, or personal representatives, may determine, from time to time, by mutual written agreement, the manner in which costs may be incurred, expenses paid and action taken with respect to the enforcement, operation or maintenance and any assessments allocable hereunder.

8. After all the lots are sold, in the event an expenditure becomes necessary, the parties serviced by the said common Well where the expenditure is necessary shall mutually agree on the same and if they cannot do so, then the expenditure shall be made or not made from the specific Well Account as shall be determined by the County Sanitarian of La Crosse County, or his or her successor.

9. Except as indicated in #8, no withdrawals shall be made from the wells specific "Well Maintenance Account" except upon signature of all of the owners of the aforesaid lots served by its said specific common well, or their successors in title.

10. This Agreement shall be construed as a covenant running with the

land and binding upon all parties, their heirs, successors and assigns of all of the aforesaid Lots.

11. No owner of any lot above described shall provide or dig any well for supplying water upon any portion of the premises herein-above described.

12. The owner of each lot serviced by its specific common Well shall have the right to free and unobstructed access to said water system, subject to the same right as the owners of each of the other lots, to the end that all of said owners serviced by said well, may draw water from said well as herein provided; such wells to be used for domestic purposes only.

13. Each owner of a lot serviced by its said common well shall be bound by the rules and regulations relating to the use of the well as may be promulgated by the Trustee and approved by a majority of the owners as hereinafter provided.

14. In the event that any owner may fail to pay charges levied for the maintenance, use and upkeep of its specific common Well, then upon five (5) days written notice from the Trustee, the water service to said parcel may, at the sole option of the Trustee, be discontinued. For that purpose the Trustee is empowered upon the failure of such payment to disconnect and sever any parcel from the serviced well. Such service shall be reinstated upon payment by the delinquent lot owner of all charges in arrears, together with the cost of disconnecting and connecting the service.

15. A trustee shall be selected every three (3) years for the purpose of managing the operation of the Wells and water system. Such Trustee shall be elected on August 1st every three (3) years in the manner following: The then acting Trustee shall give ten (10) days notice to the lot owners of all lots improved with dwellings and which are serviced by the Wells and water system shown on the water system records, of the proposed meeting for the election of a Trustee. Such meeting shall be held at a place in La Crosse County, Wisconsin, designated by the Trustee and reasonably convenient for the transaction of business. At such meeting, each lot upon which a dwelling has been erected and which is being serviced by a common Well shall be entitled to one (1) vote, which may be cast by the owner(s) of record thereof. A Trustee shall be elected at such meeting by a majority of the votes cast, with a majority of the lots represented constituting a quorum. Upon election, the new Trustee shall receive from the retiring Trustee all books and records of the Wells and water system, together with all funds on hand, and the new Trustee shall have the management and operation of the Wells and water system for the ensuing three (3) years, until his successor is duly appointed. J J Hengel Construction, LLC, shall be the initial Trustee until such time as there is at least one (I) homeowner connected to one of the common well. Joseph D. Hengel or Jason P. Hengel shall be the agent designated by J J Hengel Construction, LLC. At that time, that first lot owner of record with a

dwelling connected to said Well shall be the temporary new trustee, and J J Hengel Construction, LLC will no longer serve as Trustee. That temporary trustee shall serve until an election takes place and a new trustee is elected as provided herein. An appropriate instrument shall be recorded in the Office of the Register of Deeds for La Crosse County, by the acting Trustee indicating his/her election and appointment, when the occasion arises.

16. The Trustee shall have the right to operate and manage the Wells and water system and shall collect from the owner of each lot serviced by the specific Well and water system the charges required to be paid as herein above provided and shall keep said Wells and water system in good repair, at the shared expense of the lot owners serviced by said well.

17. The Trustee shall keep true and correct amounts of all income and expense, which books of accounts for the specific well shall be subject to reasonable inspection by any of the lot owners served by its common well.

18. The Trustee shall promulgate rules and regulations relating to the use of water supplied by the wells and water system, subject to the approval of owners of a majority of the parcels improved with dwellings which are serviced by a Well and water system. The Trustee shall, when necessary, adjust the payment provided for herein, so as to assure sufficient funds to cover all expenses of operation and to establish an adequate reserve for replacements and repairs of the Wells, subject to the approval of owners of a

majority of the lots improved with dwellings and which are serviced by the specific well and water system.

19. In the event of the death or resignation of the Trustee, a meeting of all of the owners of the lots upon which dwellings shall have been erected and which are serviced by a Well and water system shall be called by any such parcel owner. Such meeting shall be held upon the same conditions and under the same rules as a three (3) year meeting for election of Trustee. The successor Trustee elected shall serve until the next regular election.

20. J J Hengel Construction, LLC and its members shall have no obligation or liability to perform any service, maintenance, or other work in connection with the common Wells contemplated hereby, or replacement thereof, nor shall the undersigns have any continuing obligation of any other sort in respect to the performance or observance of this Agreement as a result of the execution hereof. THE SAID OBLIGATIONS OF REPAIR AND REPLACEMENT INCLUDING ALL COSTS SHALL BE BORNE BY THE LOT OWNERS SERVICED BY SAID WELL EQUALLY. J J HENGEL CONSTRUCTION, LLC SHALL HAVE NO FURTHER LIABILITY ONCE THE LOT IS SOLD.

21. No amendment or modification of this Agreement shall be valid unless in writing and signed by a majority of the owners of all of the aforesaid Lots serviced by said common wells and the Trustee.

22. This Agreement shall be governed by and construed in accordance

with the laws of the State of Wisconsin and enforced by a court of general jurisdiction in La Crosse County, Wisconsin.

23. Each provision of this Agreement shall be considered separable, and if for any reason any provision or provisions are determined to be invalid and contrary to any existing or future law, the invalidity shall not impair the operation of those portions of this Agreement that are valid.

IN WITNESS WHEREOF, the undersigned have hereunto set his hand and seal this _____ day of _____, 2016.

J J Hengel Construction, LLC

_____
By: Joseph D. Hengel, member

_____
By: Jason P. Hengel, member

Signature of Joseph D. Hengel and Jason P. Hengel authenticated this _____ day of _____, 2016.

_____
Wisconsin State Bar Member #1003736
Dorothy J. Stroschein

This instrument was drafted by:

Attorney Dorothy J. Stroschein
1206 Caledonia Street
La Crosse, Wi. 54603

LOT 1, CERTIFIED SURVEY MAP, VOLUME 11, PAGE 50 AND PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER IN SECTION 35, TOWNSHIP 16 NORTH, RANGE 7 WEST, TOWN OF MEDARY, LA CROSSE COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 35; THENCE NORTH 53°10'30" WEST 535.53 FEET TO THE EASTERN MOST POINT OF SAID LOT 1 AND A POINT ON THE SOUTH LINE OF LOT 2, OF SAID CERTIFIED SURVEY MAP, VOLUME 11, PAGE 50 ALSO BEING THE POINT OF BEGINNING; THENCE ALONG SAID LOTS 1 AND 2 SOUTH 89°20'20" WEST 124.30 FEET, NORTH 0°39'40" WEST 144.48 FEET AND SOUTH 89°20'20" WEST 242.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE NORTH 61°46'14" WEST ALONG THE SOUTHERLY LINE OF SAID LOT 2 OF SAID CERTIFIED SURVEY MAP, VOLUME 11, PAGE 50; THENCE NORTH 5°41'38" EAST ALONG THE WEST LINE THEREOF AND ITS EXTENSION 711.93 FEET TO THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE SOUTH 89°20'43" WEST ALONG THE NORTH LINE THEREOF 245.02 FEET; THENCE SOUTH 2°04'46" EAST 901.59 FEET; THENCE NORTH 28°46'54" EAST 76.63 FEET; THENCE ALONG THE ARC OF A 40.00 FOOT RADIUS CURVE, CONCAVE SOUTHWEST, THE CHORD OF WHICH BEARS SOUTH 61°07'28" EAST AND MEASURES 7.25 FEET; THENCE SOUTH 55°55'25" EAST 133.27 FEET; THENCE SOUTH 29°29'36" WEST 200.79 FEET TO THE NORTHERLY RIGHT OF WAY OF COUNTY ROAD F; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT OF WAY ON THE ARC OF A 853.35 FOOT RADIUS CURVE, CONCAVE SOUTHWEST, THE CHORD OF WHICH BEARS SOUTH 44°59'19" EAST AND MEASURES 292.27 FEET TO THE WESTERLY LINE OF CERTIFIED SURVEY MAP VOLUME 11, PAGE 48, BEING THE WESTERLY RIGHT OF WAY OF SHADY MAPLE RIDGE ROAD; THENCE NORTH 59°18'38" EAST ALONG SAID WESTERLY RIGHT OF WAY 80.19 FEET; THENCE CONTINUING ALONG SAID WESTERLY RIGHT OF WAY NORTH 62°33'21" EAST 125.79 FEET TO THE P.C. OF A 76.06 FOOT RADIUS CURVE; THENCE CONTINUING ALONG SAID RIGHT OF WAY ON THE ARC OF SAID CURVE, CONCAVE NORTHWEST, THE CHORD OF WHICH BEARS NORTH 46°44'47" EAST AND MEASURES 41.44 FEET TO THE P.C. OF A 362.10 FEET RADIUS CURVE; THENCE CONTINUING ALONG SAID RIGHT OF WAY ON THE ARC OF SAID CURVE, CONCAVE SOUTHEAST, THE CHORD OF WHICH BEARS NORTH 60°08'16.5" EAST AND MEASURES 353.32 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS APPROXIMATELY 358,621 S.F. OR 8.232 ACRES.

SUBJECT TO ANY EASEMENTS, COVENANTS AND RESTRICTIONS OF RECORD.

Exhibit H