EASEMENT AND WELL AND WATER AGREEMENT

Richard C. Wagner and Michele A. Wagner, his wife, herein referred to as first party and owners of the following described property: W5277 Cty 'B'

Lot 3 of Green Hill Homes Addition to the Town of Medary.

Together with the following described properties, as second parties:

Property address W5263 Cty 'B' Lot 1 of Green Hill Homes Addition to the Town of Medary.

Property address W5267 Cty 'B' Lot 2 of Green Hill Homes Addition to the Town of Medary.

Property address W5281 Cty 'B' Lot 4 of Green Hill Homes Addition to the Town of Medary.

Property address W5295 Cty 'B' Lot 6 of Green Hill Homes Addition to the Town of Medary.

Property address W5305 Cty 'B' Lot 7 of Green Hill Homes Addition to the Town of Medary.

Property address W5264 Cty 'B' Part of the SW 1/4 of SW 1/4 of Sec. 13, T. 16 N., R. 7 West, described as follows: Commencing at a point on the East line of said SW 1/4 of SW 1/4 where said East line intersects the Northerly R/W line of public highway known as County Trunk "B", which point is approximately 505 feet from the Southeast corner of said SW 1/4 of SW 1/4, thence Northwesterly along said highway 675 feet; thence at right angles to highway bearing N. 36°17' E. 196 feet; thence N. 58° 40' W. 136.7 feet; thence N. 64° 52' W127.5 feet to the place of beginning of this dexcription; thence N. 64° 52' W. 35 feet to an iron pipe; thence S. 46° 51' W. 174 feet; thence S. 11° 08' W. 66.5 feet; thence in a southeasterly direction along the northerly R/W line of public highway 100 feet; thence northerly to the place of beginning.

Property address W5268 Cty 'B' Part of the SW 1/4 of the SW 1/4 and part of Government Lot 5 (being the NW 1/4 of the SW 1/4) and that part of the SW 1/4 of the NW 1/4 lying Southerly of the La Crosse River) of Section 13, Township 16 North of Range 7 West, Town of Medary, described as follows: Commencing at the Northwest corner of said SW 1/4 of the SW 1/4; thence North 87° 59' East along the North line thereof 69.5 feet; thence South 67° 19' East 230.23 feet; thence South 77° 48' East 160 feet to the

point of beginning of this dexcription: Thence continuing South 77° 48' East 197.27 feet; thence North 46° 51' East 34 feet; thence North 8° 35' West 134.65 feet; thence North 47° 07' West 69.03 feet; thence North 87° 00' West 144.03 feet; thence South 1° 03' West 169.22 feet to the point of beginning. A right of way easement for ingress and egree, together with certain other users, over and upon part of the SW 1/4 of the SW 1/4 of Section 13, Township 16 North of Range 7 West, Town of Medary, described as follows: Commencing at the Northwest corner of said SW 1/4 of the SW 1/4; thence North 87° 59' East along the North line thereof 69.5 feet; thence South 67° 19' East 230.23 feet; thence South 77° 48' East 93.56 feet to the point of beginning of this description: Thence South 5° 45' West 219.88 feet to the centerline of County Highway B; thence South 79° 16' East along said centerline 66.25 feet; thence North 5° 45' East 218.23 feet; thence North 1° 03' East 125.22 feet to said North line of the SW 1/4 of the SW 1/4; thence South 87° 59' West along said North line 56.61 feet; thence South 5° 45' West 108.56 feet to the point of beginning.

EASEMENT: The first party grants to the second parties, their heirs, successors, and assigns, an easement over the _____,

allowing free and unrestricted access for all necessary repair and maintenance to a water well located on the above described Lot 3 of Green Hill Homes Addition. This easement is given in consideration that water can be provided to the homes located on said lots.

AGREEMENT: These parties, hereinafter referred to as Properties, agree that until the above described water well is abandoned, and a declaration of abandonment is signed by all owners of said lots and recorded with the Register of Deeds for La Crosse County, Wisconsin, the following shall be the terms and conditions relating thereto:

(1) That there is a fund set up where each party currently pays the sum of $50.00 per year for the electric bill for said water well. Said sum is subject to change upon reasonable notice to all parties. Amount is due in January of each year.

(2) The owners shall pay for necessary maintenance of the well to be split equally between all of the parties.

(3) Connection charges or repairs made exclusively for the benefit of one owner, such as to the owner's lateral, shall be that owner's sole expense. (From main line to each individual home is property owners responsibility).

(4) Such water system shall be for owners use only.

(5) Failure of payment, as hereinabove provided, for either electric or maintenance charges, may result in disconnection of water services to said owner.

(6) A meeting will be held with property owners before any major repairs take place. Notification should be two weeks in advance, unless extreme emergency arises, such as damage to home. If property owner cannot attend meeting, they will be notified of meeting results in writing.

This agreement may be amended, but said amendment shall not be effective until it has been executed by all owners of records of said lots, and has been recorded with the Register of Deeds for La Crosse County, Wisconsin.

All terms and conditions set forth above are binding upon the heirs, successors and assigns of the parties. Also, they are covenants which run with the land and which inure to the benefit of future owners.

Signed this 30TH day of December, 1994.

Michele Wagner 781-2408
Property owner--address W5277 Cty 'B'

Jim & Carol Brickson 783-1024
Antonio Molina 781-3171
Property owner--address W5263 Cty 'B'

Kenneth V. Feehan 781-5058
Property owner--address W5267 Cty 'B'

Roy Thienes Roy Thienes 781-2837
Property owner--address W5281 Cty 'B'

STEVEN J. WOLF Steven J. Wolf 781-6893
Property owner--address W5268 Cty 'B'

John Trevaskis John M. Trevaskis 783-0947
Property owner--address W 5295 Cty 'B'

MICHAEL A. SHEPHERD Michael A. Shepherd 781-4649
Property owner--address W5305 Cty 'B'

Donald Numsen Sr. Donald Numsen Sr 781-2415
Property owner--address W5264 Cty 'B'

STATE OF WISCONSIN)
) ss.
COUNTY OF LA CROSSE)

Subscribed and sworn to before me this 30Th day of December, 1994.

Judith Back
Notary Public
La Crosse County, Wisconsin
My Commission: Expires 7-9-95

This instrument was drafted by Attorney Michael C. Ablan in November, 1985. This document was amended in December, 1994 by property owners.

Sharon Wehl

Property Owners as of 03/13/2024

W5277 Cty B – Richard / Michele Wagner

W5263 Cty B – Daniel Tabbert

W5264 Cty B – Jacob Numsen

W5267 Cty B – Janett McMillon

W5268 Cty B – Ed /Ruth Faas

W5281 Cty B – Steve / Kim Jones

W5295 Cty B – Daniel / Kassandra Kollauf

W5305 Cty B – Tyler Church