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STATE OF WISCONSIN }  
COLUMBIA COUNTY } ss

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COLUMBIA COUNTY } ss

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Received for record this ... day of

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*Oct* ... A.D. 1979 ... at *2:00 P.M.* WATER SUPPLY AGREEMENT

*September* ... A.D. 1979 ... at *2:45 P.M.*

*Marian Robinson* Reg. of Deeds

*Marian Robinson* Reg. of Deeds

THIS AGREEMENT, made this 27th day of September,

1979 by and among WĀJBAC AND TADWIL, LIMITED, an Illinois corporation (hereinafter "Declarant"), COLUMBIA CORPORATION, a Illinois corporation (hereinafter "Columbia"), SADDLE RIDGE ESTATES ASSOCIATION, LTD., a non-profit, non-stock Wisconsin corporation (hereinafter "SRE Association"), and SADDLE RIDGE ASSOCIATION, LTD., a non-profit, non-stock Wisconsin corporation (hereinafter "SR Association").

W I T N E S S E T H :

WHEREAS, Declarant has submitted certain real property described in Exhibit A hereto, together with all buildings and improvements thereon or to be constructed thereon to the condominium form of ownership as provided in Chapter 703 of the Wisconsin Statutes (the "Act"), said real estate and all buildings and improvements thereon being known as SADDLE RIDGE ESTATES, and has designated certain other real property, also described in Exhibit A, as future phases which may be annexed and added to SADDLE RIDGE ESTATES; and

WHEREAS, SRE Association is an Association of condominium unit owners organized under the Act for the purpose of operating, managing and maintaining SADDLE RIDGE ESTATES; and

WHEREAS, Declarant has submitted certain real property described in Exhibit B hereto, together with all buildings and improvements thereon or to be constructed thereon to the condominium form of ownership as provided in the Act, said real property

and all buildings and improvements thereon being known as SADDLE RIDGE, and has designated certain other real property, also described in Exhibit B, as future phases which may be annexed and added to SADDLE RIDGE; and

WHEREAS, SR Association is an Association of condominium unit owners organized under the Act for the purpose of operating, managing and maintaining SADDLE RIDGE; and

WHEREAS, Columbia is the sole owner of certain property in the Town of Pacific, County of Columbia, State of Wisconsin described in Exhibit C attached hereto, which is adjacent to SADDLE RIDGE ESTATES and SADDLE RIDGE; and,

WHEREAS, Declarant has been granted an irrevocable power of attorney, coupled with an interest, and the Associations have been granted powers, to execute and record all documents and legal instruments necessary to declare, create and provide for access and development easements and utility services, easements and agreements with respect to the real property known as SADDLE RIDGE ESTATES and SADDLE RIDGE pursuant to the Condominium Declaration for SADDLE RIDGE ESTATES, recorded May 1, 1978 in the Office of the Register of Deeds for Columbia County, Wisconsin, as Document No. 394358 as supplemented and amended, and the Condominium Declaration for SADDLE RIDGE, recorded May 1, 1978 in the Office of the Register of Deeds for Columbia County, Wisconsin, as Document No. 394357, as supplemented and amended, and

WHEREAS, in connection with incremental development of SADDLE RIDGE ESTATES and SADDLE RIDGE and to facilitate the de-

velopment by Columbia of certain adjoining recreational facilities benefiting SADDLE RIDGE and SADDLE RIDGE ESTATES, the parties hereto are desirous of granting, creating and accepting reciprocal easements, rights and obligations with respect to water supply for their respective properties, benefiting and encumbering their respective properties for purposes and upon the terms and conditions stated herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. The parties hereto, for and on behalf of themselves and their respective successors and assigns, hereby agree to share the use, cost, expense, maintenance, repair and replacement of wells, water mains, laterals, pipes and lines on and serving SADDLE RIDGE ESTATES and such connecting mains, laterals, pipes and lines as may be located on the properties of SADDLE RIDGE and Columbia for the purpose of providing water service to the properties of SADDLE RIDGE and Columbia, as set forth herein.

2. Nonexclusive easements are hereby granted and created affecting the property described in Exhibit A (SADDLE RIDGE ESTATES) for the benefit of the property described in Exhibit B (SADDLE RIDGE) and the property of Columbia described in Exhibit C, for the installation, access, use, maintenance, repair and replacement of all wells, water mains, laterals, pipes and lines conducting and carrying water over, upon, across and under SADDLE RIDGE ESTATES as necessary or advisable for the purpose of supplying water to SADDLE RIDGE and Columbia from wells located on the property of SADDLE RIDGE ESTATES.

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3. A nonexclusive easement is hereby granted and created over, upon, across, under and affecting the property described in Exhibit B (SADDLE RIDGE), for the installation, access, use, maintenance, repair and replacement of all water mains, laterals, lines and pipes conducting and carrying water over, upon, across and under SADDLE RIDGE as necessary or advisable for the purpose of supplying water to Columbia for the benefit of the lands described in Exhibit C.

4. The costs and expenses of use, operation, maintenance, repair and replacement with respect to the wells and water mains, laterals, pipes and lines, shall be shared by and among the unit owners of SADDLE RIDGE, the unit owners of SADDLE RIDGE ESTATES, and Columbia Corporation, in the following manner:

The total annual costs and expenses of the water supply system shall be determined as of December 31 of each year, and shall be divided and prorated among unit owners in SADDLE RIDGE ESTATES and SADDLE RIDGE on the basis of a percentage determined by dividing the number one (1) by the total number of units in SADDLE RIDGE and SADDLE RIDGE ESTATES as of December 31 in each year, excepting units owned by Declarant and not yet declared or sold. Such percentage of costs and expenses may be paid by the Associations and assessed against their respective unit owners as a part of the common expenses of the respective condominiums, or, at the option of the Associations, may be assessed directly against the unit owners. The percentage of costs and expenses

allocated annually to Columbia shall be three times the per unit percentage as calculated above.

SADDLE RIDGE ESTATES shall render annual statements to SADDLE RIDGE and Columbia at the end of each calendar year showing the amounts payable as aforesaid, which amounts shall be due and payable thirty (30) days after receipt of such statement. In the event major repair or replacement of the water supply system is required, SADDLE RIDGE ESTATES may determine and assess the estimated amounts required therefor prior to the commencement of such work of repair or restoration.

5. Columbia shall be solely responsible for the cost and expense of installing, constructing, laying, or establishing any water pipes or lines necessary to establish and provide water service to the property of Columbia. A nonexclusive easement is hereby granted and created for access and right-of-way over, upon, across and affecting the property of SADDLE RIDGE ESTATES and SADDLE RIDGE as necessary for the purpose of installing and constructing such water system.

6. The foregoing easements, rights and obligations shall be perpetual, and shall be continuing covenants running with the land, and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, and all parties hereafter having any interest in the properties described herein. Declarant shall not be bound by any rights or obligations under this Agreement subsequent to the time it conveys all units in SADDLE RIDGE ESTATES and SADDLE RIDGE.

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7. The rights and obligations of the parties hereto under this Agreement shall not be amended, changed or modified in any manner or respect except by document in writing signed by all parties hereto. The parties may in their sole discretion prepare and record such further documents as may be necessary or advisable to specify and locate precisely the easement areas created hereunder.

IN WITNESS WHEREOF, this Agreement has been duly executed on behalf of the parties hereto as of the day and year first set forth above.

WĀJBAC AND TADWIL, LIMITED

Attest: Robert C. Arians By: Robert T. Berst  
Robert C. Arians Secretary Robert T. Berst, Vice President

COLUMBIA CORPORATION

Attest: Robert C. Arians By: Carl J. Berst  
Robert C. Arians Secretary Carl J. Berst, President

SADDLE RIDGE ESTATES ASSOCIATION, LTD.

Attest: Robert C. Arians By: Robert T. Berst  
Robert C. Arians Secretary Robert T. Berst, President

SADDLE RIDGE ASSOCIATION, LTD.

Attest: Robert C. Arians By: Robert T. Berst  
Robert C. Arians Secretary Robert T. Berst, President

EXHIBIT 3

Percentage of Ownership Interest Appurtenant of Units in Saddle Ridge Condominium

The columns below represent the Unit No. (i.e. 780, etc.) and percentage (i.e. 0.64, etc.)

780	0.64	818	0.87	886	0.65	947	0.79	1122	0.68
781	0.64	819	0.87	887	0.69	948	0.79	1124	0.65
782	0.66	820	0.87	888	0.68	949	0.79	1126	0.55
783	0.66	821	0.87	889	0.51	950	0.79	1128	0.58
784	0.75	822	0.87	890	0.84	1047	1.02	1130	0.65
785	0.75	823	0.87	891	0.66	1048	1.02	1132	0.65
786	0.66	824	0.87	892	0.63	1049	1.02	1134	0.68
787	0.66	825	0.87	893	0.88	1050	1.02	1136	0.65
788	0.66	826	0.87	894	0.83	1051	1.02	1138	0.65
789	0.66	827	0.87	895	0.62	1052	1.02	1140	0.76
790	0.67	828	0.87	896	0.65	1053	1.02	1142	0.65
791	0.67	829	0.87	897	0.65	1054	1.02	1144	0.59
792	0.67	830	0.87	898	0.76	1055	1.02	1146	0.65
793	0.67	831	0.87	899	0.60	1056	1.02	1148	0.82
794	0.67	832	0.87	900	0.53	1057	1.02	1150	0.68
795	0.67	833	0.87	901	0.53	1058	1.02	1152	0.57
800	0.79	834	0.87	902	0.53	1059	1.07	1154	0.57
801	0.79	835	0.87	903	0.36	1060	1.07	1156	0.57
802	0.79	836	0.87	904	0.36	1061	1.07	1158	0.58
803	0.79	837	0.87	905	0.44	1062	1.07		
810	0.87	838	0.87	906	0.44	1063	0.54		
811	0.87	839	0.87	907	0.65	1064	0.52		
812	0.87	840	0.87	908	0.68	1065	0.52		
813	0.87	841	0.87	920	0.62	1066	0.54		
814	0.87	842	0.87	943	0.79	1114	0.68		
815	0.87	843	0.87	944	0.79	1116	0.85		
816	0.87	844	0.87	945	0.79	1118	0.55		
817	0.87	845	0.87	946	0.79	1120	0.68		

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