

Refer Inquiries to: Janis Krebs (janis@knightbarry.com) Completed on:3/5/10 8:59 am Last Revised on:3/5/10 8:59 am Printed on:3/5/10 8:59 am

Applicant Information

Kristin Schrader WI Department of Transportation - Project #1440-15-00 944 Vander Perren Way Green Bay, WI 54304

Property Information

Owner(s) of record:St. Mary's Springs High School of Fond du Lac, Wisconsin, a Wisconsin Corporation

Property address:255 County Road K, Fond du Lac, WI 54937

Land value: \$0.00

Improvement value: \$0.00

Fair market value: \$0.00

Total value: \$0.00

Legal description: A parcel of land located in the Northeast 1/4 of Section 7, Township 15 North, Range 18 East, (Town of Empire), Fond du Lac County, Wisconsin, and more particularly described as follows:

Commencing at the East 1/4 Post of said Section 7, Township 15 North, Range 18 East and running thence West, 1,318.80 feet along the South line of said Northeast 1/4; thence North 40.00 feet, at right angles to said South line, to the PLACE OF BEGINNING for the description of this parcel running: Thence West, 210.00 feet parallel with said South line, thence South, 7.00 feet at right angles to said South line, thence West, 500.00 feet parallel to said South line, thence North, 7.00 feet at right angles to said South line, thence West, 90.00 feet parallel to said South line, thence North, 480.00 feet at right angles to said South line, thence East, 1,029.67 feet parallel to said South line, thence South, 25°-35' West, 532.42 feet to the place of beginning. EXCEPTING THEREFROM that portion as described in Deed recorded November 18, 1971 in Volume 655 on Page 422, as Document No. 262334 ALSO EXCEPTING THEREFROM that portion as described in Deed recorded November 6, 1986 in Volume 932 on Page 494, as Document No. 430824 AND FURTHER EXCEPTING THEREFROM that portion as described in Deed recorded December 10, 1987 in Volume 962 on Page 801, as Document No. 447193.

Tax Key No: FDL-15-18-07-13-501-00

Mortgages, Judgments, Liens, Taxes. . . .



Port Abstract & Title, LLC P.O.Box 974 West Bend, WI 53095 262-335-2999

Fax:262-335-3966

Sales Representative:

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LETTER REPORT OF TITLE

File Number: F505324L



Port Abstract & Title, LLC P.O.Box 974 West Bend, WI 53095 262-335-2999 Fax:262-335-3966 Refer Inquiries to: Janis Krebs (janis@knightbarry.com) Completed on:3/5/10 8:59 am Last Revised on:3/5/10 8:59 am Printed on:3/5/10 8:59 am

- 1. General Taxes for the year 2010.
- 2. For the year 2009 and prior, this parcel is tax exempt.
- 3. Option recorded October 18, 1928 in Volume 231 of Mortgages on page 561 as Document No. 158345.
- 4. Utility Easement recorded October 26, 1928 in Volume 231 of Mortgages on pages 582 and 583 as Document No. 158464.
- 5. Electric Line Easement recorded October 7, 1953 in Volume 370 on page 290 as Document No. 121119.
- 6. Easement recorded May 13, 1964 in Volume 507, page 105 as Document No. 199519 .
- 7. Agreement for Reversion of Property recorded August 29, 1985 in Volume 903, page 55-63 as Document No. 414002.
- 8. Covenants, Conditions and Restrictions as contained in Deed recorded November 6, 1986 in Volume 932, page 494 as Document No. 430824.
- 9. Covenants, Conditions and Restrictions as contained in Deed recorded December 10, 1987 in Volume 962, page 801 as Document No. 477193.
- 10. Certificate of Compensation recorded December 10, 1987 in Volume 962, page 804 as Document No. 447194.
- 11. Conveyance of Rights in Land recorded March 30, 1988 in Volume 968, page 462 as Document No. 450463 . And re-recorded on April 6, 1988 in Volume 968, page 929 as Document No. 450731.
- 12. High Voltage Electric Transmission Line Easement recorded October 23, 2000 as Document No. 701721 Assignment recorded 1-28-2002 as Document No. 736734.
- 13. High Voltage Electric Transmission Line Easement recorded May 1, 2001 as Document No. 712986 . Assignment recorded 1-28-2002 as Document No. 736734.

Other Matters and Footnotes

Recordable documents must be delivered to the address shown on the top of this report.

In accordance with applicant's request, we have made a search of the records in the various public offices of Fond du Lac County, and find (i) title to the property described above to be in the owner or owners of record set forth above and (ii) no change of record affecting such property, since the above-mentioned owners of record took title through 2/22/10 at 8:00 am, the effective date of this report, except those matters shown above.

Please read the "Terms and Conditions - Letter Report of Title" set forth on the Knight-Barry Title Group website at www.knightbarry.com/termsletterreport (the "Terms and Conditions"). By accepting this Letter Report of Title, you represent that you have read and understand the Terms and Conditions and that you agree to be bound by the Terms and Conditions. The Knight-Barry Title Group reserves the right to update the Terms and Conditions as necessary - it is your responsibility to review them periodically.

Fond du Lac County Real Estate Tax Record Detail

FDL-15-18-07-13-501-00 Property Record for Parcel Number:

Location Information



Municipality: Primary Owner Name: Secondary Owner Name:	CITY OF FOND DU LAC ST MARY'S SPRINGS HIGH SCHOOL	Location Address: Mailing Address: City, State, Zip:	255 COUNTY ROAD K FOND DU LAC WI 54937
Property Description	(As of Last Tax Bill Issue	ed)	

Legal Description: PART OF S 1/2 NE1/4 SEC 7-15-18 DESC AS; BEG AT A PT 1318.80'W AND 40'N OF SE COR OF SE1/4 NE1/4 SD SEC.; TH W 210'; TH S 7'; TH W 500'; (Please refer to original source document for actual legal TH N 7'; TH W 90'; TH N 480'; TH E 1029.67'; TH SW'LY 532.42' BACK TO description) P.O.B. AS DESC IN VOL 615-4, EXCEPTING HWY VOL 9

(The last line of the legal description contains the volume & page numbers for recorded documents in the Register of Deeds Office.)

Balance Due

Section, Town, Range:	S.7, T.15, R.18	Volume:	615	Document Number: 0
Total Acres:	5.93	Page:	4	

Note: Fair Market Value is not shown for Agricultural Land because of Use Value Assessment per State law.

Assessment	nformation		Real Estate T	ax Informatic	n
	2009	<u>2008</u>		2009	<u>2008</u>
Assessed Acres	5.93	5.93	Original Tax	\$0.00	\$0.00
Land Value	\$0.00	\$0.00	Lottery Credit	\$0.00	\$0.00
Improvement Value	\$0.00	\$0.00	First Dollar Credit	\$0.00	\$0.00
Total Value	\$0.00	\$0.00	Net Tax	\$0.00	\$0.00
Fair Market Value	\$0.00	\$0.00	Special Assessments	\$0.00	\$0.00
Fair Market Ratio	0.9373	0.9536	Total Taxes	\$0.00	\$0.00
, ·			Total Payments	\$0.00	

\$0.00

	FORM NO. 21 A H. C. Miller & Co. Mfg. Stationers, Milwankee. 45
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14 23	and to the above bargained premises, and their Hereditaments and Appurtenances.
	TO HAVE AND TO HOLD the said premises as above described, with the Hereditaments and Appurtenances, unto the said part of the
24 14 14	second part, and to an Auchers and assigns FOREVER. AND THE SAID AUCH A CUELLS
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		VUL UIY PAELARS	t
This indenture, Made this 8	day of October	A. D., 19.69	9
between St. Mary's Springs Academy	Wisconsin, located at	La.c., Wiscons	un, it ni
manual the first part and The Congregation	f Sisters of St Agne	s.ot	-C-Om S
• Corporation duly organized and existing under and by virtu Witconsin, party of the second part.			11
" Thursarth That the said party of the first part, for		Dolla	urs. 11
to if paid by the said party of the second part, the receipt whe	s give, grant, bargain, sell, remise, rele	ase and quit-claim unto the sale party	old, of
the second part and to its successors and assigns forever, the Forid du Lac State of Wisconsin, to wit:	followingdescribed real estate, situated	in the County of	·
A parcel of land located in the N		wnship 15 North Rang	e
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	655	T 422	N 27-A	
Wisconsin Highway Commission-Form 2	250-191.		FI	EE _ O
CONVEYANCE OF LAN	IDS FOR HIGHWAY PU	262334 JRPOSES (Bec. 83.89)	# -7	7.25(2)
			Trunk Highway,	MPT
It having been deemed r	necessary, for the proper im	provement of a	filghway,	
to shange or relocate a porti	on thereof through lands ow tion of the Sisters of a	nea by		
***************************************		ond du Lac County, a	und a plat showing the	
in the of existing location and the pro-	oposed change having been County, by the State Highw y Committee having dealt by	filed with the County Hi	ghway Committee and red by Section 83.08;	
KNOW ALL MEN BY	THESE PRESENTS, That th	e said owner, for a value	uable consideration, to	
				the set
outh road and her traffio	access to present entri	be graded wide enoug	h to permit easy th day and that the se	
111 be gravelled to the #	re li cleur (***************************************		
do hereby grant and convey t	to	ty, Wisconsin, for lightwa	i plat and described as	
so used, the lands of said ow follows, to wit:		:		
A strip of land in	the southwest quarter (TOILOWSI		
The south 40 feet of Rest of the begins 74 fe	of the northeast quarter	r of the northeast q	the northeast quarts	 7.
of shid motion 7 which said footion 2 and exten in the above description	begins 1124 fest saut	210 feet. excepting t	hose portions inclus	
in the above description shown on the plat filed taining 0.13 scred more	in accordance with Deel	100 63:08 of the Sta	tutes or 1925; and a	
Alse, a parcel of '1 northeast quarter of Sec	and in the southwest qualition 7, Town 15 North,	Bange 18 Bast, and d	Ast guarter of the seried as follows:	18
	southwest quarter and wan 15 North, Range 15 1	Last. Which begins 12	34 ISST GAST OF THE	
the present northerly 11 point, thence murtherly	ine of the bighest runn	ing easterly through	said Bection 7 be A	
running northerly and so	utherly through the nor	theast quarter and t	point of beginning.	
all as shown in the plat and containing 1.07 mark	Filed in addorande T	25 Section 65.05 of	the Statutes of 1928	
Also, a strip of la and the mentionest quarte 18 Bast, and described a	and in the settless! (" if of the northwest and as follows:	arter of the set then rise of Section 8, 30	t gradie of Section me 18 Sorth, Range	7
That parties of the	southeast quarter of	rter of the mortowest	CIALISTIC OI DESING	
Town 15 North, Bange 18	Bast, which begins 196	terly a distance of	2599 feet which	
portion shall be include	d between a line 45 fe	n Highway Commission	servey for Foderal	
Aid Project 427-4, and t between a point 2324 fee line of said highway fro	the present northerly 1	ine of said highway, 2724 fest distant sag	torly along the cont	00 • 7
westerly line of the nor	theast quarter of said	and parallel to the	conter line of said	
highway, and the present	t northerly line of said	d highway, excepting 3724 feet distant eas	also that portion itarly along the cont	
line of said highway, fr	rom the intersection of theast quarter of said	the centerline of a Section 8. which por	tion shall be include	
between a line 40 feet r and the present northerl accordance with Section	northerly from and para ly line of said highway	llel to the center li , all as shown on the	ne of said highway) plat filed in	
or less.		,		
				- 1 I I 1 I I I

This conveyance shall be binding on the grantor, ...h... heirs, executors, assigns and grantees, and the consideration hereinbefore named is acknowledged to be in full payment of all claims of whatsoever nature by the grantor arising through or by reason of the granting and conveying of the said lands. And lien ... against said promises, do hereby WITNESS the hand and seal of the grantor and the person ... joining in and consenting to this convey-192.6 ance, this.... v sh' i A Toʻ In Presence of # 68EAL rill Ma (SEAL) (SEAL) (SEAL) State of Whiconsin ae above and ARN resident Uner the foregoing instrument and acknowledged the effined to me the DE AU My commi Notary Pu

in and . -:. r VIL 655 ME 424 A line N. 484 120 the second second deleg Ъя an the const. Sec. and Wis Conveyance of Lands for Highway Purposes. rd this ter's Office . COUNTY **£** 10.051.13 ~ 2.57 2 dia. tri de l इति भारत हो हुए na Reint - i i ann an thair an thai Thair an thai 1910-577 . . . Sel. 医结肠管 计空间分子 化合金合金 The state of the state set, a to rest of species that he want that if tan inturne hits for this to characterize which s: ${\bf k}_{i} = {\bf k}_{i}$ 9 m. 調査

WARRANTY DEED DOCUMENT NO. 24 4 4 4 1 REGISTER'S OFFICE 4 9.44 day of October This indenture, Made this..... A. D., 1969, between THE CONGREGATION OF SISTERS OF ST. AGNES OF FOND DULAC, E Explosition duy longuized and existing under and by virtue of the laws of the State of Wisconsin, located at Fond du Lac. RECORDED AT 8 30 C.M NOV 7 - 1969 Wisconsin, party of the first part, and ST_MARY'S_SPRINGS_HIGH_SCHOOL IN Vol. 615 OF FOND DU LAC, WISCONSIN, INC. Kenneth S. Dets Dart V of the second part. REGISTER OF DESDA Witnesseth, That the said party of the first part, for and in consideration of the su of \$1.00 and other good and valuable consideration to it paid by the said part. RETURN TO acknowledged, has given, granted, bargained, sold, remised, released, aliened, conveyed and con firmed, and by these presents does give, grant, bargain, sell, remise, alien, convey, and confirm unto the seld part y _____ of the second part _____ its _____ the County of _____ Fond du Lacs heirs and assigns forever, the following described real estate, situated in ... State of Wisconsin, to-wit: A parcel of land located in the NE1/4 of Section 7, Township 15 North, Range 18 East, (Town of Empire), Fond du Lac County, Wisconsin, and more particularly described as follows: Commencing at the East 1/4 Post of said Section 7, TI5N-R18E and running thence West, 1,318.80 feet along the South line of said NE1/4; thence North 40.00 feet, at right angles to said South line, to the PLACE OF BEGINNING for the description of this parcel running: FEE Thence West, 210.00 feet parallel with said South line. 11. (over) Thence South, 7.00 feet at right angles to said South line. 2. 3. Thence West, 500.00 feet parallel to said South line. Together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining; and all the estate, right, title, interest, claim or demand whatsoever, of the said party of the first part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises, and their hereditaments and appurtenances. To have and to hold the said premises as above described with the hereditaments and appurtenances, unto the said part Y. party of the first part, for itself and its anccessors, does covenant, grant, bargain and agree to and with the said part_y_ _ of the Ï1 - beirs and assigns, that at the time of the ensealing and delivery of these presents it is well second part, ... its. seized of the premises hove described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear from all incumbrances whatever, beirs, and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, it will forever WARRANT and DEFEND. District. <u>In Winness</u> Whereof, the saidThe <u>Congregation</u> of Sisters of St. Agnes of Fond du Lac, where of the dist part is a caused these presents to be signed by <u>Sister M. John Baptist Shaja, C. S. A</u> <u>is Secretary</u>, its Secretary, in President, and countersigned by Sister Mary Daniel Egan, C.S.A. Wisconsin, and its corporate seal to be hereunto affixed, this st A.D. 19.69 THE CONGREGATION OF SISTERS OF ST. . day of October. AGNES SIGNED AND SEALED IN PRESENCE OF OF FOND DU LAC, WISCONSING INCONSING Site m John Biptist St ŧ.ś./ Sister M. John Baptist Shaja, COUNTERSIGNED: furcel and reach 2. stary David V. Purcell Sister Mary Daniel Egan, C.S.A. STATE OF WISCONSIN 35. Fond du Lac _ County. 9 44 Sister M. John Baptist Shaja, C. Sreddent and Sister Mary Daniel Egan, C. S. A. Secretary A. D., 19.69. of the above named Corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said Corporation, by its authority. 1. Sin all said Corporation, by its authority. Dennis J. Purtell THIS INSTRUMENT WAS DRAFTED BY Notary Public, Muhwanky NOTARY SEAL My commission (expires) (is) memoriant Dennis J. Purtell (Section 39.3) (1) of the Wisconsia Statutes provides that all instruments to be recorded shall have plainly primted or typewritten therean the manues or nor graners, grangers, minster, and boary. Section 39.33 similarly requires that the name of the person who, or govern-mental agency which, drafted such mutrament, hall be primted, spewritten, stanped or written thereon is a legible manuer. BTATE OF WISCONSUL DEEDE - BY Corporation PERSON OF Section 29.23 Wisconsin Legal Blank Company

 4. Thence North, 7.00 feet at right angles to said South line. 5. Thence West, 90.00 feet parallel to said South line. 6. Thence North, 480.00 feet at right angles to said South line. 7. Thence East, 1,029.67 feet parallel to said South line. 8. Thence South 25°-35' West, 532.42 feet to the place of beginning.
and containing 10.164 acres of land more or less.
A parcel of land located in the NE1/4 of Section 7, Township 15 North, Range 18 East, (Town of Empire), Fond du Lac County, Wisconsin, and more particularly described as follows: Commencing at the East 1/4 Post of said Section 7, and running thence West
Commencing at the East 1/4 Post of Said Section 7, thence North, 45.00 feet 328.80 feet along the South line of said NE1/4; thence North, 45.00 feet to the PLACE OF BEGINNING for the description of this parcel and running: 1. Thence West,735.57 feet parallel to said South line.
 Thence West, 73.37 (Ecc parallel to said South line, to the place of beginning.
and containing 21.527 acres of land more or less. Provided, that should the property ever cease to be utilized by the grantee,
Provided, that should the property that call of the property that should the property that should the property the state of the grantee as set forth of higher education in accord with the purposes of the grantee as set forth in the Articles of Consolidation, then, and only then, title to the afore-said property shall at the option of the grantor, upon notice, revert to the above named grantor.
Grantor does fully reserve as a covenant running with the land, the right to utilize the well and other utilities under its control and maintenance for its use, and does agree to continue to maintain these items at its own expense.
No
No
VOL 615 MUE 5

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	* * * * * * * * * * * * * * * * * *	****	*******
	158345	OPTION	
	Congregation of St. Agnes to Wis. Power & Lt. Co. through and across	which is hereby acknowledged, do Power and Light Company, within Power and Light Company a tower owned by them in Fond du Lac Cou	, his wife, of Fond du Lac, in 00) to them in hand paid, receipt of hereby agree, at the option of Wisconsin 90 days hereof, to grant to Wisconsin line easement on, over and along lands nty, Wisconsin, the center line of said follows: 15 feet E of W Property line
		$N_{\overline{Z}}^{1}$ Sec 7 - T15N R18E Township	of Empire County of Fond du Lac
	and providing for Dollars (\$75.00)	r not to exceed 5 towers, upon t	ent of Wisconsin Power and Light Company, he further payment of Seventy five
	In presence of F. Whitely E.L. Dunn		Congregation of St. Agnes By Mother M. Joseph (SEAL) Land Owner
ł	STATE OF WISCONS) SS	(SEAL) His Wife
	COUNTY OF FOND DU named Mother M. going instrument	Personally came before	me this 18 day of Oct. 1928, the above to be the person who executed the fore- E.L. Dunn
	(NOTARIAL SEAL)		Notary Public, Columbia County, Wis. My commission expires June 8 - 1928
•		ord this 18th day of October A.D. Mtges on Page 561.	1928 at 2:55 o'clock P.M. and recorded
	****	**************	*******

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******* ****** TOWER NUMBERS 27, 28, 29, 30, 31 158464 to Congregation of St. Agnes Inc grantor in consideration of One (\$1.00) Wis. Power Dollars, to him paid by Wisconsin Power and Light Company, a Wisconsin & Lt. Co. corporation, grantee, receipt of which is hereby acknowledged, does hereby grant, convey and warrant unto said Wisconsin Power and Light Company, its success-EASEMENT NUMBER 15 nere by grant, convey and warrant unto said "isconsin rower and Light Company, its success ors and assigns, the perpetual right and easement to erect and maintain a line of towers ors and assigns, the perpetual right and easement to erect and maintain a line of towers and wires for the transmission of electrical current, upon, over and across land owned by the grantor in Township Empire County of Fond du Lac State of Wisconsin, the center line of which strip of land is described as follows to wit: of which strip of land is described as follows, to-wit: Beginning at a point on the Section line between Sec. 6 and 7, 15¹/₂ feet E. of range line between T. 15 N., R. 17 E., and T. 15 N., R. 18 E., running thence 51°-32' E. for 2617 feet thence 51°-30' E. for 41.5 feet to a point on the center of the highway on the E. and W. 1 line of Sec. 7. Said point being 15¹/₂ feet east of aforesaid range line thru and across property described as follows: N \$., Sec. 7, T. 15 N., R. 18 E. TOGETHER with the right to enter upon said premises for the purpose of erecting such towers and stringing said wires, and repairing or removing the same, and the right to trim and remove such trees as may now or hereafter interfere with or endanger said line. Said remove such trees as may now or nerearter interfere with or endanger said line. Said grantee, however, expressly agrees that it will pay all reasonable damage to crops that may be caused by its employees in building and repairing of said towers and wires. The number of towers so to be erected shall not exceed 5 and shall be located on said line substantially at the following points. The number of towers so to be erected shall not exceed 5 and shall be located on said ine substantially at the following points: The first tower 10 feet from point of beginning above described, second tower 660 feet from first tower 10 feet from fourth of tower, fourth tower 660 feet from third from first tower 608 feet from fourth tower, sixth tower______feet from fifth tower. Said grantee shall not have the right to erect any fence or other structure on such land other than said towers and wires, and the right is hereby expressly reserved to said grantor, his heirs and assigns of every use and enjoyment of said land not inconsistent with the maintenance, operation, repair and removal of such towers and wires, and the trimming and removal of such trees as aforesaid. WITNESS the hand and seal of the grantor this 24 day of Oct A.D. 1928. Congregation of St. Agnes By Mother M. Joseph, Pres. (SEAL) In presence of Sr. M. Angeline, Sec. E.L. Dunn R.L. Hollingsworth above named Mother M. Joseph and Sr. M. Angeline to me known to be a persons who executed County of Fond du Lac) the foregoing instrument and acknowledged the same. Notary Fublic, Columbia County, Wi My Commission expires June 8 1930 Received for record this 26th day of October A.D. 1928 at 2:10 o'clock P.M. and recorded in Volume 231 of Mtges on Pages 582 and 583. ********

Agnes Inc Congregation of St. Grantor Dollars, (\$/25-00 red Twenty to him paid by WISCONSIN POWER AND LIGHT COMPANY, a Wisconsin corporation, grantee, receipt of which is hereby acknowledged, does hereby grant, convey, and warrant unto said WISCONSIN POWER AND LIGHT COMPANY, its successors and assigns, the perpetual right and easement to erect and maintain a line of single <u>pole</u> structures and wires for the transmission of electrical current, and to permit the attachment thereto of electric or telephone wires owned by others, upon, over and across land owned by the grantor in the Fond du Lac Town of _______ Empire ______, County of ______ Fond dut Lac ______, State of V the center line of which line of structures is now laid out and staked and is described as follows, to-wit: , State of Wisconsin,

Line Title

Fond du Lac Kohler

Beginning at a point in the west line of the N 1/2 of Section 7, T 15N R 18E, 34 feet more or less north of the center line of State Highway #23; thence N 87° 50'E for 3852 feet more or less; thence N 88° 3'E for 2519 feet more or less; thence N 86° 37'E for 379 feet more or less to a point in the east line of the SW 1/4 of the NW 1/4 of Section 8, T 15N R17E, 34 feet more or less north of the center line of State Highway 23, and being through the N 1/2 of Section 7 and the SW 1/4 of the NW 1/4 of Section 8 all being in T 15N R 18E.

TOGETHER with the right to enter upon said premises for the purpose of erecting such structures and stringing said wires, and repairing or removing the same. The granter agrees that no hay or grain stacks, buildings, trees, tanks or windmills or other structures shall be placed within Cade feet of the center line of soid electric line structures; and that the grantee has the right to trim or remove such trees as may be located within Codestructures; and that the grantee has the right to trim or remove such trees as may be located within Coclefeet of the above center line, and other trees which, in the judgment of the grantee, may interfere with or endanger said electric line, without additional compensation. Said grantee, however, expressly agrees that it will pay a reasonable sum for damage to other property, including grops, that may be caused by its employees in building and repairing said structures and wires.

The number of structures so to be erected shall not exceed 27

ELECTRIC LINE EASENENT

Said grantee shall not have the right to erect any fence or building on such land other than said line struc-tures and wires, and the right is hereby expressly reserved to said grantor, his heirs and assigns, of every use and enjoyment of said land not inconsistent with the maintenance, operation, repair, and removal of such structures and wires, and the trimming and removal of such trees as aforesaid.

	and assigns of the parties hereto.
This agreement is binding upon heirs, successo	his 1st day of October A.D. 1953.
WITNESS the hand 2 and seals of the grantor 2 t	
	Mother M. albertonia CSA.
In presence of:	M 4 Albertonia (5 A WIR (BEAL)
Sister M. Lucile, C.S.A.	Waner W. Albertonia
	Signature
(Print) Sister M. Junie, to of all	. (Print)
	X + m flat in the
Sister M. Angelete, C.S.A.	Luster III. Jalus and
Signature to and It ala	Bigneture M. Fidelis C.S.A.
(Print) Sister M. Onaclete, C.G.	(Print) Srs M. Fide/is, C.S.A.
	2/153107
	SEAL)
Signature	Signature
(Print)	(Print) REVENUE
(P1110)	STAPPS CANCELLED
Oi	Signature
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	(SEAL)
	Signature
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	(SEAL)
Signature	Signature
(Print)	(Print)
. fc tuni	- 김희 중소가 날랐 것같이 것 같이 걸 못 있는

1 Tanag antes but 370 291 State of Wisconsin County of Found du Lad 88 ł 30 th D. 19 53 dav Personally came before me this moth the above named known to be the person S who executed the foregoing instrument and acknowledged the some, hill-c. LEL-C haller garet. Notary Public. NJ JAK Fond -10.1 (Base) USL1 21 My commission expires, apr. 5 19_ Weighter Hill State of Wisconsin County of Found du Lac SS 30 the day of A.D. 19 53 Personally came before me this 1 Fi del ter the above named. s,≥ وي المحمد ا known to be the person who executed the foregoing instrument and acknowledged the same Notary Public Margare Fonda anninne. 21 19<u>5</u> My commission expires U.D.A. ey with 110 1 ė. -on page at 8.22 O'ciuc A. M. an recorded in Vol. 32.2 of 28 Fond du Lac County, Wis, Received for record this 7.44 day of the form A. D. 195.3 21119 22 Register's Office Register of Deeds Brun 0 1.S.C.

EASEMENT

Grantor(s) <u>Sisters Of St. Agnes</u> in consideration <u>Two Hundred and Seventy Five no/100</u> Dollars, (\$ 275.00) to <u>itpaid</u> by WISCONSIN POWER AND LIGHT COMPANY, a Wisconsin corporation, grantee, receipt of which is hereby acknowledged, does hereby grant, convey, and warmant unto said WISCONSIN POWER AND LIGHT COMPANY, its successors and assigns, the perperual tight and essement to enter upon, and to construct, maintain, repair, and replace a gas main of pipe and associated appurenances on, in, over and across land owned by the grantor (s) in the <u>Township</u> of <u>Empire</u> <u>County of Fond du Lac</u> State of Wisconsin, said easement to be <u>20</u> feet in width lying <u>10</u> feet <u>North</u> of and <u>10</u> feet <u>South</u> of the reference line described as fullows:

03 54-64006.1

Beginning at a point in the west right-of-way line of C.T.H. "K", being a point in the St of the NEt of Section 7, TI5N, R18E, 60 feet north of the centerline of S.T.H. "23", thence east parallel to and 60 feet north of said S.T.H. "23" centerline 2433 feet more or less to the east line of the SW1 of the NW1 of Section 8 of said Town.

Also an easement 20 feet in width lying westerly of the following described line: Beginning at a point in the centerline of S.T.H. "23" and 1334 feet east of the southwest corner of the NE4 of Section 7 of aforesaid Section 7, thence northeasterly along the westerly right-of-way line of said C.T.H. "K" to the north line of said Section 7.

Being through the S_{\pm}^{1} of the NE4 and the NE4 of the NE4 of Section 7 and the south 70 feet of the SW4 of the NW4 of Section 8, all in T15N, R18E.

Said Grantee is hereby given the right to enter upon said lands from time to time to do any and all work necessary for the maintenance, operation or removal of said gas main, pipe or appurtenances.

Said Grantor (s) agrees that no building or other structure shall be erected within <u>10</u> feet of the gas main or pipe and associated applurenances.

Said Grantee, however, expressly agrees that it will pay a reasonable sum for damage to crops, fences, and other property that may be caused by its employees in constructing and maintaining said gas main.

This agreement is binding upon the heirs, successors, and assigns of the parties hereto.

S. 1.4

WITNESS the hand ______ and seal _____ of the grantor _____ this 1444 day of Classific

In presence of:

This instrument was drafted by:

Eugen 9. Knig 101 507 PAGE 105

x dirter M. S. (Prim) Sister M. Giovanni C3a Juter Mary 1 CSA (Print) Sr. Ajany Duniel G. S. A

(Print) Congregation of St. Agries 15 10 5 (Seal) (Print) (Seal) (Print) (Seal) 5 (Timer)

M. Baset

X Nother M. Rosita CSA

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Frande

STAMPS CANCELLED

VOL 507 PAGE 106 STATE OF WISCONSIN SS. County of Fond die La A.D. 19 6 Personally sppeared before me this . 24 day of Concyse gation of de m cita Proceident Alur 1511 the person (s) who executed the foregoing instrument and acknowledged the same. NOT ARE Jane M. Le Be POEL (Print) Agnes M. LeBeau Ford du Lac _ County, Wis Notary Public C_I, LACA My Commission expires April 14, 1968 A. . STATE OF SS County of A.D. 19 -Personally appeared before me this day of 5 62. to me known to be the person (s) who executed the foregoing instrument and acknowledged the same. (Print) . _ County, Wis. Notary Public . My Commission expires Register's Office Fond du Lac County, Wis roud du Lac County, Wis. Received for record this <u>13</u> day of <u>Mary A</u> D 19 <u>64</u> et <u>8:30</u> O'clock <u>A</u> M in Vol <u>567</u> of Recordson page <u>Menneth</u> S. Bitz, American Powerd + Sight Co REGISTER OF LEEDS 5-13-64 8.30 A

AGREEMENT FOR REVERSION OF PROPERTY

THIS AGREEMENT, made and entered into this <u>J</u> day of <u>unc!</u>, 198<u>5</u>, by and between ST. MARY'S SPRINGS HIGH SCHOOL OF FOND DU LAC, WISCONSIN, INC. (hereinafter "SPRINGS"), a non-profit corporation organized under the Laws of the State of Wisconsin, the CONGREGATION OF SISTERS OF ST. AGNES OF FOND DU LAC, WISCONSIN, INC. (hereinafter "CONGREGATION"), a notfor-profit corporation organized under the Laws of the State of Wisconsin, and the ARCHDIOCESE OF MILWAUKEE (hereinafter "ARCHDIOCESE").

WITNESSETH:

WHEREAS, CONGREGATION conveyed by warranty deed its interest in certain parcels of property, together with any and all improvements thereon, which property is more specifically described in Exhibit A, attached hereto and incorporated herein by reference, to SPRINGS in 1969 so that SPRINGS might establish a Catholic high school with an emphasis on religious education; and,

WHEREAS, for similar purposes, CONGREGATION conveyed by quitclaim deed its interest in a parcel of property used as a parking lot to SPRINGS in 1973, which property is more specifically described in Exhibit B attached hereto and incorporated herein by reference; and,

WHEREAS, SPRINGS is the present owner of the three parcels of property which are more specifically described in Exhibit A and Exhibit B and CONGREGATION has a reversionary interest in the property more specifically described in Exhibit A, the deed to which provides that should the property ever cease to be utilized by SPRINGS, or its successors or assigns, as or for a High School or other institution of higher education in accordance with the purposes of SPRINGS as set forth in the Articles of **NNL 903 FACE 55**

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Consolidation, then, and only then, title to the aforesaid property shall, at the option of CONGREGATION, upon notice, revert to CONGREGATION; and,

WHEREAS, SPRINGS undertook financial responsibility for the operation of the Catholic high school on said property in association with churches within the County of Fond du Lac, all of said churches being members of the ARCHDIOCESE, and built a new building on the property in 1969 with full knowledge of CONGREGATION's reversionary interest in the property, which building and the land immediately surrounding it have been surveyed and a copy of the survey and the correct legal description is attached hereto as Exhibit A and incorporated herein by reference; and,

WHEREAS, a portion of the property on Exhibit A contains the "1969 Building" which, for the purposes of this Agreement, shall be the building constructed in 1969 upon the property and such adjoining land essential to the use of said building as the parties shall agree and as is set forth in a survey by a surveyor jointly hired by the parties.

WHEREAS, SPRINGS, CONGREGATION and the ARCHDIOCESE desire to set forth herein their commitment to operate and maintain the Catholic high school situated on said property and to provide for the disposition of all of the property described in Exhibit A and Exhibit B more specifically in the event that title to the property described in the Exhibits reverts to CONGREGATION;

NOW, THEREFORE, in consideration of the mutual covenants contained herein,

IT IS HEREBY AGREED by and between SPRINGS, CONGREGATION and ARCHDIOCESE as follows:

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(1) SPRINGS shall continue to own, operate and maintain the High School known as St. Mary's Springs High School and the property described in Exhibits A and B unless and until the property ceases to be utilized by SPRINGS, or its successors or assigns, as and for a High School or other institution of higher education in accordance with the purposes of SPRINGS as set forth in the Articles of Consolidation.

(2) If for any reason SPRINGS or its successors or assigns discontinues the operation of said institution as a Catholic high school in accordance with the purposes of SPRINGS as set forth in the Articles of Consolidation, then and in that event, upon receipt of notice of CONGREGATION's intent to exercise its option to require the property to revert to CONGREGATION ownership, SPRINGS shall reconvey the property, described more specifically in Exhibits A and B, to CONGREGATION within thirty (30) days from the date such notice is received by SPRINGS. For the purpose of this document, "property" means all real property and improvements thereon, excluding only personal property.

In exercising any right of reversion pursuant to this (3) agreement, CONGREGATION shall give notice to SPRINGS of its intent to exercise its option to require the property to revert to CONGREGATION ownership during a one (1) year period after the High School ceases to be operated as a Roman Catholic secondary high school or other institution of higher education. The time period in which CONGREGATION may give such notice shall commence on the last day academic classes are held at the High School and shall terminate on the same day one year later at 12:00 midnight. Such notice must be given in writing by CONGREGATION before that time and be delivered personally or sent by United States registered or certified mail, return receipt requested, to the president of St. Mary's Springs High School of Fond du Lac, Wisconsin, Inc. at Route 6, Fond du Lac, Wisconsin 54935. In the event that CONGREGATION does not give written notice of its intent to exercise its option to require the property to revert

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to CONGREGATION ownership within the time period specified above, such right of reversion shall terminate and thereafter have no legal force or effect.

In the event that the property, together with any and (4) all improvements on the land, reverts to CONGREGATION ownership, the property encompassing the 1969 Building shall be appraised by a real estate appraiser agreed upon and the costs of which will be equally shared by ARCHDIOCESE, CONGREGATION and SPRINGS. Such appraisal shall establish both a land and building valuation. SPRINGS shall then make a reasonable effort to sell the 1969 Building for a sum equivalent to but not less than seventy-five percent of that of the formal appraised value of the property within two years of the date of CONGREGATION'S written notice of intent to effectuate reversion of the property. During such period, SPRINGS shall maintain the property in good condition and repair and shall be responsible for all costs attendant thereto. In the event that, in the said two year period either ARCHDIOCESE or CONGREGATION elects to purchase the 1969 Building, the party making said election shall be able to purchase the 1969 Building for a sum equivalent to seventy-five percent (75%) of the appraised value of the property. In the event that both CONGREGATION and ARCHDIOCESE desire to purchase the 1969 Building, CONGREGATION shall have the right of first refusal.

(5) Should SPRINGS obtain a bona fide offer to purchase the 1969 Building from a party other than the CONGREGATION or ARCHDIOCESE, such offer must be presented to the CONGREGATION and ARCHDIOCESE who will have thirty days from their receipt to tender a contingent-free offer to purchase at a price and on terms equal to or better than such bona fide offer to purchase received by the SPRINGS. Failure by either the CONGREGATION OR ARCHDIOCESE to tender such offer shall effectuate a waiver of their right to purchase said property unless said bona fide offer does not result in a sale of the property.

-4- Val 903 Page 57A

(6) In the event that ARCHDIOCESE or CONGREGATION, or any other person or entity, purchases the 1969 Building, the proceeds of the sale after all costs incurred in consummating the transaction and any payments made by CONGREGATION with respect to any mortgages, judgments or liens outstanding on the property at the time said property reverts to CONGREGATION ownership are deducted shall be distributed in the following order:

- a) CONGREGATION shall receive a sum equal to the appraised value of the land upon which the 1969 Building is ______ located;
- b) ARCHDIOCESE shall then receive any sums which it has advanced toward the capital needs or operation of the High School either by direct payment or forgiveness of debt for the period commencing January 1, 1969 to and including the date of sale; and
- Any sums thereafter remaining from the net proceeds c) shall be distributed on a pro rata basis to the parishes of Fond du Lac County that are corporate members of St. Mary's Springs High School of Fond du Lac, Wisconsin, Inc. at the time such property is sold. The net proceeds shall be distributed pursuant to a formula agreed upon by all parish corporate members within sixty (60) days of the date the sale is consummated. In the event that the parishes described above cannot agree on a formula for distribution of the remaining net proceeds within the time specified, such proceeds shall be distributed in proportion to each parish's percentage of total student enrollment during the last ten (10) years that the High School was in operation. Each parish's percentage of total student enrollment during the last ten (10) years of operation shall be determined by considering both the number of children from each parish that attended the High School in the specified time period and the number of years during that time period that each child was enrolled.

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(7) In the event that the 1969 Building is not sold within two years of the date of the CONGREGATION's notice of exercise of its reversionary right, title to all said property described in Exhibit A shall be transferred free and clear to CONGREGATION, and no further right of SPRINGS, ARCHDIOCESE or any other parties noted herein shall exist.

(8) This Agreement shall be binding and inure to the benefit of the parties hereto and their representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have signed this Agreement the day and year first above written.

Witness:

ST. MARY'S SPRINGS HIGH SCHOOL OF FOND DU LAC, WISCONSIN, INC.

LVOL 903 FAGE 59

STATE OF WISCONSIN)) SS COUNTY OF Fond du Lac)

On the day of, 1985, before me	
arconally Came Deter T Konveter dill	
to me known and known by me	
Maureen R. Kuglitsch , to me known and known by me	
mere to be spid officers of said corporation, and acknowlegger	
hat they executed the foregoing instrument as such officers as an	
eed of said corporation, by its authority	
ALL ALLAND	
A MANA MANA A	1.01
Notary Public, State of Wisconsis	ŝ
My Commission: is Permanent 2	7
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-6-

CONGREGATION OF SISTERS OF Witness: ST. AGNES OF FOND DU LAC, WISCONSIN, INC. By: President Sr: Judith Schmidt, CSA ucina Halbur, TEAN MILEAND AJAMICSA J.C. . . Secretary Sr. Mildred Ryan, CSA Sister Leona Armstrong, CSA STATE OF WISCONSIN SS COUNTY OF 1985, before me day of 28 On the and La brailt personally came ster Su , to me known and known by me to be the persons who executed the foregoing instrument and to me Sister Mildren known to be said officers of said corporation, and acknowledge that they executed the foregoing instrument as such officerso as deed of said corporation, by its authority. Notary Public, State of Wi My Commission: 9-20-87. J. Grams THE ARCHDIOCESE OF MILWAUKEE Witness:) est By: President .G. Weckland Remburt 「アイト」の語言で D Lown Michael T. Secretary Newman STATE OF WISCONSIN SS COUNTY OF Melusukee 1985, before me On the 22 day of Alleaplan anđ personally came , to me known and known by me michael 7 neuman to be the persons who executed the foregoing instrument and acknowledge that they executed the foregoing instrument Kowalaki Wisconsin Notary Public, State of My Commission: 8 - 86 This Instrument Was Drafted By Dennis J. Purtell, Esq. VOL 903 FACE 50 . -7-

EXHIBIT A

A parcel of land located in the NEL/4 of Section 7, Township 15 North, Range 18 East, (Town of Empire), Fond du Lac County, Wisconsin, and more particularly described as follows:

Commencing at the East 1/4 Post of said Section 7, T15N-R18E and running thence West, 1,318.80 feet along the South line of said NE1/4; thence north, 40.00 feet, at right angles to said South line, to the PLACE OF BEGINNING for the description of this parcel running:

- 1. Thence West, 210.00 feet parallel with said South line.
- Thence South, 7.00 feet at right angles to said South line.
- 3. Thence West, 500.00 feet parallel to said South line.
- 4. Thence North, 7.00 feet at right angles to said South line.
- 5. Thence West, 90.00 feet parallel to said South line.
- 6. Thence North, 480.00 feet at right angle to said South line.
- 7. Thence East, 1,029.67 feet parallel to said South line.
- 8. Thence South 25°-35' West, 532.42 feet to the place of beginning.

and containing 10.164 acres of land more or less.

A parcel of land located in the NE1/4 of Section 7, Township 15 North, Range 18 East, (Town of Empire), Fond du Lac County, Wisconsin, and more particularly described as follows:

commencing at the East 1/4 Post of said Section 7, and running thence West 328.80 feet along the South line of said NE1/4; thence North, 45.00 feet to the PLACE OF BEGINNING for the description of this parcel and running:

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1. Thence West, 735.57 feet parallel to said South line.

- 2. Thence North 5°-37' East, 448.45 feet.
- 3. Thence North 5°-30' East 534.61 Levt.
- 4. Thence North 2°-16' East, 294.13 feet.
- 5. Thence South 80°-59' East, 690.20 feet along the North line of SE1/4, NE1/4 of said Section 7.
- 6. Thence South 0°-06' East, 1,262.45 feet along an old fence line.
- 7. Thence West, 63.00 feet parallel to said South line.
- 8. Thence South, 10.00 feet, at right angles to said South line, to the place of beginning.

and containing 21.527 acres of land more or less.

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EXHIBIT B

Certified Survey Map No. 323 of Volume Three (3) of Certified Survey Maps pages 122 and 122A, located in the Southeast Quarter (SE 1/4) Northeast Quarter (NE 1/4), Section Seven (7), Township Fifteen (15) North, Range Eighteen (18) East, Town of Empire, Fond du Lac County, Wisconsin.

LVOL 903 255 63

REGISTER'S OFFICE Fond du Lac County, Wis, Recorded at J:5-M

AUG 29 1985

Vol. 903 Records Page 55-63 MARY A, BRICKLE REGISTER OF DEEDS

k-O-110 11-80		State of Wisconsin / Depart	ment of Transportation
DEED BY CORPORATION	430824	DOCUMENT NO.	
THIS INDENTURE, made byS		School of Fond du Lac, Wisconsin,	
by virtue of the laws of the State of W	Records granter of Food	, a Corporation duly organized an	d existing under and County,
Wisconsin, hereby conveys and warran	his to <u>State of Wiscons</u>	sin, Department of Transportation	
	grantee XXX	No (100, (1141, 000, 00)	ty X Wisserman, for the
sum of <u>One Hundred Forty-One</u> T	nousano Nine Hundred 6	NO/100 (\$141,900,00)	Dollars.
Legal Descriptions are attached	d hereto and made a part	t hereof by reference.)	
		FEE	
		# <u>77.25(</u> 2)	
		EXEMPT	
set forth in sec. 32.09, Wisconsin Statutes which this instrument is based. Compensation for additional items shown to exist the owner may file claims	s, assuming the completion of th s of damage listed in sec. 32.19 as provided in sec. 32.20, Wise		ion order or orders upon d. If any such items are
set forth in sec. 32.09, Wisconsin Statutes which this instrument is based. Compensation for additional items shown to exist the owner may file claims IN WITNESS WHEREOF, the said g Sole Voting Member	s, assuming the completion of th s of damage listed in sec. 32.19 as provided in sec. 32.20, Wist	the improvements contemplated by the relocat 95, Wisconsin Statutes, has not been include consin Statutes. esents to be assigned by <u>Rembert G. W</u>	ion order or orders upon d. If any such items are
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DESCRIPTION SHEET

Fee Title in and to the following tract of land in Fond du Lac County, State of Wisconsin, described as:

That part of the Northeast $\frac{1}{4}$ of Section 7, Township 15 North, Range 18 East, described as follows: Commence at the southeast corner of said Northeast $\frac{1}{4}$ then South 89° 39° 05" West on a line connecting the east and the west one-quarter corners of said Section 7 265.70 feet to the point of beginning; then continue South 89° 39' 05" West 803.09 feet then North 5° 16' 05" East along the easterly line of C.T.H. "K" 190.75 feet; then South 86° 22' 38" East 432.17 feet; then North 86° 23' 58" East 353.55 feet to the owner's east property line; then South 0° 26' 55" East along said line 179.96 feet to the point of beginning.

Also, begin at a point on a line connecting the east and the west one-quarter corners of said Section 7 which point is 1337.95 feet South 89° 39' 05" West of the southeast corner of said Northeast ½; then South 89° 39' 05" West 780.85 feet to the owner's west property line, then North 0° 20' 55" West 139.66 feet along said property line; then North 89° 38' 32" East 299.80 feet; then North 84° 54' 09" East 484.09 feet; then North 26° 17' 54" East 524.17 feet then North 10° 58' 16" East 292.58 feet to the westerly line of C.T.H. "K"; then South 5° 09' 05" West along said line 404.05 feet; then South 25° 14' 05" West along said line 590.91 feet to the point of beginning.

This parcel contains 5.47 acres, more or less, exclusive of lands previously conveyed or dedicated for highway purposes.

Also, Limited Highway Easements for the right to construct cut and/or fill slopes and driveways, including for such purpose the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for such public purpose, including the right to preserve, protect, remove, or plant thereon any vegetation that the highway authorities may deem necessary or desirable, in and to the following tract of land in Fond du Lac County, State of Wisconsin, described as: that part of the Northeast $\frac{1}{4}$ of said Section 7 described as follows: commence at the southeast corner of said Northeast $\frac{1}{4}$; then South 89° 39' 05" West on a line connecting the east and the west one-quarter corners of said Section 7 1068.79 feet; then North 5° 16' 05" East along the easterly line of C.T.H. "K" 190.75 feet to the point of beginning; then North 5° 16' 05" East 100.04 feet; then South 86° 22' 38" East 197.13 feet; then South 3° 37' 22" West 100 feet; then North 86° 22' 38" West 200 feet to the point of beginning.

Also, from the point of beginning of the above described parcel proceed North 5° 16' 05" East along the easterly line of C.T.H. "K" 302.92 feet; then North 5° 09' 05" East along said line 106.33 feet to the point of beginning of this description; then North 5° 09' 05" East 330 feet; then South 84° 50' 55" East 20 feet; then South 5° 09' 05" West 330 feet; then North 84° 50' 55" West 20 feet to the point of beginning.

. VLL 932 PAGE 495

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PAGE 2.053

Parcel 17

Also, from a point in the East line of the Northeast ½ which is 85.51 feet North 1° 11' 51" West of the southeast corner of the Northeast ½, proceed South 88° 45' 39" West 517.79 feet; then North 1° 14' 21" West 88.06 feet to the point of beginning; then North 1° 14' 21" West 34.42 feet; then South 89° 38' 32" West 138.10 feet; then South 0° 21' 28" East 37.22 feet; then South 86° 22' 38" East 40.10 feet; then North 86° 23' 58" East 98.79 feet to the point of beginning.

The above easement is to terminate upon the completion of this project or on the day the highway is open to the traveling public, whichever is later.

Also, all existing future or potential common law or statutory easements or rights of access between the right of way of the highway, currently designated as S.T.H. 23, and all of the abutting remaining real property of the owner, whether acquired by separate conveyance or otherwise, where the following described real estate abuts on the said highway: the West 1853.10 feet of the east 2118.80 feet of the Northeast $\frac{1}{2}$ of said Section 7.

Except the right of access to S.T.H. 23, from said abutting real estate on the north side of said highway by means of one access point in the West 299.80 feet of the owner's property and one access point between points 517.79 feet West and 655.89 feet west of the east line of said Northeast $\frac{1}{4}$, as measured along the reference line of S.T.H. 23, pursuant to the provisions of Section 86.07(2), Wisconsin Statutes.

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Project I.D. 1442-01-21

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Parcel 17

.0-110 11-80	State of Wisconsin Department of T	1
EED BY CORPORATION	DOCUMENT NO.	
HIS INDENTURE, made by	y's Springs High School of Fond du Lac, Wisconsin, Inc.	
y virtue of the laws of the State of Wisco	, a Corporation duly organized and existin	County,
lisconsin, hereby conveys and warrants t	o State of Wisconsin, Department of Transportation	
um ofEight Thousand One Hundred	grantee, αξ @auntyx.Wisce d and 00/100 (\$8,100.00)	Dollars.
(Legal Description is attack	hed hereto and made a part hereof by reference.)	
REGISTER'S OFFI		
Fond du Lac Coupy, Wi Recorded at M	в. Г	
DEC 1 0 1987		
Vol. <u>962</u> Records Page	801-803 FEE # <u>77.25(12</u>)	
MARY A. BRICKLE	$\# \frac{77.23}{1-23}(1-)$	
REGISTER OF DEEDS	EXEMPT	
set forth in sec. 32.09, Wisconsin Statutes, as:	ment in full for the property described herein and includes full compensation for its suming the completion of the improvements contemplated by the relocation order	or orders upon
to the sec. 32.09, Wisconsin Statutes, ass which this instrument is based. Compensation for additional items of shown to exist the owner may file claims as N WITNESS WHEREOF, the said gran	damage listed in sec. 32.195, Wisconsin Statutes, has not been included. If any provided in sec. 32.20, Wisconsin Statutes. tor has caused these presents to be assigned by <u>Rembert G. Weaklane</u> Officer	such items are
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DESCRIPTION SHEET

Fee Title in and to the following tract of land in Fond du Lac County, State of Wisconsin, described as: That part of the Northeast 2 of Section 7, Township 15 North, Range 18 East, also including parts of Lot 1 of Certified Survey Map No. 3284, recorded in Volume 18 of Fond du Lac County Certified Survey Maps on page 7 and Certified Survey Map No. 323, recorded in Volume 3 on page 122, described as follows: from a point in the line between the east one-quarter corner and the west one-quarter corner of Section 7, which point is 1,363.64 feet South 89° 39' 05" West of the east one-quarter corner of Section 7, proceed North 5° 00' 00" East 179.71 feet to the north line of S.T.H. 23 and the point of beginning; then South 84° 54' 09" West along said line 101.57 feet; then North 5° 00' 00" East 85.55 feet to a point of curve (from said point the radius bears South 85° 00' 00" East 672.96 feet and the long chord bears North 18° 30' 00" East 314.20 feet); then northeasterly along the arc of a curve to the right 317.12 feet; then North 50° 45' 05" East 139.99 feet; then North 32° 00' 00" East 176.40 feet to a point of curve (from said point the radius bears North 58° 00' 00" West 517.96 feet and the long chord bears North 16° 49' 19" East 271.23 feet); then northerly along the arc of a curve to the left 274.42 feet; then 14° 54' 23" East 95.90 feet to north line of Certified Survey Map No. 323; then North 89° 39' 05" East along said line extended easterly 33.02 feet to the reference line of C.T.H. "K"; then South 1° 38' 37" West along said line and its tangent 207.96 feet; then North 88° 21' 23" West 39.87 feet to the west line of C.T.H. "K"; then South 10° 58' 16" West along said line 292.58 feet; then South 26° 17' 54" West along said line 524.17 feet to the north line of S.T.H. 23; then South 84° 54' 09" West along said line 10.35 feet to the point of beginning.

This parcel contains 2.31 acres, more or less, exclusive of lands previously conveyed or dedicated for highway purposes.

Also, a Limited Highway Easement for the right to construct a driveway, including for such purpose the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for such public purpose, including the right to preserve, protect, remove, or plant thereon any vegetation that the highway authorities may deem necessary or desirable, in and to the following tract of land in Fond du Lac County, State of Wisconsin, described as: That part of the Northeast $\frac{1}{2}$ of said Section 7 described as follows: From a point in the line between the east one-quarter corner to the west one-quarter corner of Section 7, which point is 1,363.64 feet South 89° 39' 05" West of the east one-quarter corner of Section 7, proceed along the reference line of C.T.H. "K" and its tangents North 5° 00' 00" East 385.00 feet, North 32° 00' 00" East 601.93 feet and North 1° 38' 37" East 35.47 feet to the point of beginning; then South 88° 21' 23" East 50 feet; then North 1° 38' 37" West 40 feet to the point of beginning.

Also, from a point in the east line of the Northeast 1 of said Section 7 which is 85.51 feet North 1° 11' 51" West of the southeast corner of the Northeast 2, proceed South 88° 45' 39" West along the reference line of S.T.H. 23 617.79 feet; then North 0° 21' 28" West 124 feet to the point of beginning; then North 0° 21' 28" West 50 feet; then South 89° 38' 32" West

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60 feet; then South 0° 21' 28" East 50 feet; then North 89° 38' 32" East 60 feet to the point of beginning.

Also, all existing, future, or potential common law or statutory easements or rights of vehicular access between the right of way of the highway, currently designated as C.T.H. "K", and all of the abutting remaining real property of the owner, whether acquired by separate conveyance or otherwise, where the following described real estate abuts on the said highway: The south 350 feet of the Northeast 1 of said Section 7 lying west of C.T.H. "K", as measured along the centerline of said highway.

The above easement is to terminate upon the completion of this project or on the day the highway is open to the traveling public, whichever is later.

Page 2 of 2.

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Parcel

1-20

01/20/87

OCUMENT NO.	CERTIFICATE OF COMPENSATION Sec. 32.05	State of Wisconsin / Department of Transportation R-A-500 11-80
•	447194	This Space Reserved For Recording Data
OMPENSATION, in the amount of No/100 (\$8,100.00)	f Eight Thousand One Hundred and	REGISTER'S OFFICE
		Fond du Lac County, Wis
aid by the State of Wisconsin Dep	Dartment of Transportation	Recorded atM
on the <u>7th</u> day of <u>December</u> Spring's High School of	(A.D. 12 (O	^B <i>DEC</i> 1 01987
		Vol. 762 Records Page _ 104-
		MARY A, BRICKLE REGISTER OF DEEDS
		ALTURNITO: Stand Dept. of Thank for
and State of Wisconsin, to-wit:	for the following described real estute, situated in	
(Legal Description is a	attached hereto and made a part her	reof by reference.)
	-	
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]
·· .		
cording appeal from the amount (Stats.), any person named in this certificate may, of compensation stated in this certificate in the r	manner set forth in s. 32.05 (9) to (13)
Wis Stats) for appeals from an av	ward under s. 32.05 (7) (Wis. Stats.). For purposes shall be treated as the award and the date the co	of any such appeal, the amount of com-
the date of taking and the date of ev		nveyance is recorded small be troated as
SIGNED AND SEALED IN I	PRESENCE OF	
) 	T. McCarthy, 1	(SEAL)
	District Chief of Real I State of Wisconsin.	Estatu
	- District Chief of Real & State of Wisconsin, Department of Transpo	
	State of Wisconsin,	
State of Wisconsin,	State of Wisconsin, Department of Transpo	December AD 10 87
State of Wisconsin, Waukesha County. the above named	State of Wisconsin, Department of Transpo	December AD 10 87
State of Wisconsin, Waukesha	State of Wisconsin, Department of Transpo	December AD 10 87
State of Wisconsin, Waukesha	State of Wisconsin, Department of Transpo- Personally came beforgane; this, 7th, day of hy	December , A.D., 19.87, $\frac{1000}{1000}$ VOL 962 PAGE 804
State of Wisconsin, <u>Waukesha</u>	State of Wisconsin, Department of Transport Personally came beforgame; this 7th, day of thy	December , A.D., 19.87 Hedged the same VOL 962 PAGE 804 Matusin
to me known to be the person where the state of the s	State of Wisconsin, Department of Transport Personally came beforgancy this	December , A.D., 19.87, $\frac{1000}{1000}$ VOL 962 PAGE 804
to me known to be the person where the state of the s	State of Wisconsin, Department of Transpo- Personally came beforgame; this 7th, day of thy	December, A.D., 1987, lectron the some. Vol. 962 PAGE 804 Matusin State of

DESCRIPTION SHEET

Fee Title in and to the following tract of land in Fond du Lac County, State of Wisconsin, described as: That part of the Northeast 2 of Section 7, Township 15 North, Range 18 East, also including parts of Lot 1 of Certified Survey Map No. 3284, recorded in Volume 18 of Fond du Lac County Certified Survey Maps on page 7 and Certified Survey Map No. 323, recorded in Volume 3 on page 122, described as follows: from a point in the line between the east one-quarter corner and the west one-quarter corner of Section 7, which point is 1,363.64 feet South 89° 39' 05" West of the east one-quarter corner of Section 7, proceed North 5° 00' 00" East 179.71 feet to the north line of S.T.H. 23 and the point of beginning; then South 84° 54' 09" West along said line 101.57 feet; then North 5° 00' 00" East 85.55 feet to a point of curve (from said point the radius bears South 85° 00' 00" East 672.96 feet and the long chord bears North 18° 30' 00" East 314.20 feet); then northeasterly along the arc of a curve to the right 317.12 feet; then North 50° 45' 05" East 139.99 feet; then North 32° 00' 00" East 176.40 feet to a point of curve (from said point the radius bears North 58° 00' 00" West 517.96 feet and the long chord bears North 16° 49' 19" East 271.23 feet); then northerly along the arc of a curve to the left 274.42 feet; then 14° 54' 23" East 95.90 feet to north line of Certified Survey Map No. 323; then North 89° 39' 05" East along said line extended easterly 33.02 feet to the reference line of C.T.H. "K"; then South 1° 38' 37" West along said line and its tangent 207.96 feet; then North 88° 21' 23" West 39.87 feet to the west line of C.T.H. "K"; then South 10° 58' 16" West along said line 292.58 feet; then South 26° 17' 54" West along said line 524.17 feet to the north line of S.T.H. 23; then South 84° 54' 09" West along said line 10.35 feet to the point of beginning.

This parcel contains 2.31 acres, more or less, exclusive of lands previously conveyed or dedicated for highway purposes.

Also, a Limited Highway Easement for the right to construct a driveway, including for such purpose the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for such public purpose, including the right to preserve, protect, remove, or plant thereon any vegetation that the highway authorities may deem necessary or desirable, in and to the following tract of land in Fond du Lac County, State of Wisconsin, described as: That part of the Northeast 1 of said Section 7 described as follows: From a point in the line between the east one-quarter corner to the west one-quarter corner of Section 7, which point is 1.363.64 feet South 89° 39' 05" West of the east one-quarter corner of Section 7, proceed along the reference line of C.T.H. "K" and its tangents North 5° 00' 00" East 385.00 feet, North 32° 00' 00" East 601.93 feet and North 1° 38' 37" East 35.47 feet to the point of beginning; then South 88° 21' 23" East 50 feet; then North 1° 38' 37" East 40 feet; then North 88° 21' 23" West 50 feet; then South 1° 38' 37" West 40 feet to the point of beginning.

Also, from a point in the east line of the Northeast ½ of said Section 7 which is 85.51 feet North 1° 11' 51" West of the southeast corner of the Northeast ½, proceed South 88° 45' 39" West along the reference line of S.T.H. 23 617.79 feet; then North 0° 21' 28" West 124 feet to the point of beginning; then North 0° 21' 28" West 50 feet; then South 89° 38' 32" West

Project I.D. 1442-01-21

Page 1 of 2

Parcel 120

01/20/87

VOL 962 PAGE 805

60 feet; then South 0° 21' 28" East 50 feet; then North 89° 38' 32" East 60 feet to the point of beginning.

Also, all existing, future, or potential common law or statutory easements or rights of vehicular access between the right of way of the highway, currently designated as C.T.H. "K", and all of the abutting remaining real property of the owner, whether acquired by separate conveyance or otherwise, where the following described real estate abuts on the said highway: The south 350 feet of the Northeast ½ of said Section 7 lying west of C.T.H. "K", as measured along the centerline of said highway.

The above easement is to terminate upon the completion of this project or on the day the highway is open to the traveling public, whichever is later.

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Project I.D. 1442-01-21

Page 2 of 2

01/20/87

Parcel 120
450463 ED860 1185 DOCUMENT NO." State of Wisconsin/Department of Transportation This space reserved for recording data Wisconsin REGISTER'S OFFICE CONVEYANCE OF RIGHTS IN LAND, made by _ Fond du Lac County, Wis. Power and Light Company, a Wisconsin corporation Recorded at _____ M grantor, hereby grants to the STATE OF WISCONSIN, Department MAR 3 0 1988 Transportation, Division of Highways and Transportation of Services, grantee, for the sum of One and no/100 (\$1.00) Vol. 968 Records Page . Dollar and Other Good and Valuable Consideration MARY A. BRICKLE acknowledged hereby to be payment in full for the easement REGISTER OF DEEDS and rights herein conveyed, and for all damages, including the relocation or other alteration of certain transmission lines and supporting structures and the right to cross, traverse, or <u>RETURN TO Wiscoman Dept. of Transportation</u> otherwise occupy with a public highway, certain lands in, on or over which the grantor holds prior rights by virtue of title, easement, license, or other legal device. The said lands are situated in the <u>Towns</u> of <u>Fond du Lac</u>, <u>Empire and Fore</u> Fond du Lac <u>County</u>, Wisconsin, and are shown on the map marked Plat of Right-of-Way required for Project <u>ID</u>, <u>1442-01-21</u>, filed by the grantee with the County Clerk and County Hichway Committee of the said County as required by Section 84.09(1). Wisconsin Statutes. RETURN TO, Wisconsin Dept. of Transportation of Fond du Lac, Empire and Forest and County Highway Committee of the said County as required by Section 84.09(1), Wisconsin Statutes. Legal Description: SEE ATTACHMENT A

NOTARY PUBLIC STATE OF WINDOWN

114.

This grant is made for the purposes of constructing, operating, and maintaining a public highway and appurtenant facilities on, over, under, or across the said lands. 968 part 462

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Parcel

1442-01-45 Project ID

The grantor reserves to itself the right to cross, traverse to otherwise occupy these lands with the present and future overhead or underground transmission lines and appurtenant facilities and supporting structures in a manner consistent with the purposes of this grant, and in a manner which will note interfere with normal highway maintenance and operation, provided, however, that the costs of any relocation or alteration of the said transmission lines, appurtenant facilities, or supporting structures: when required by the grantee for any reason, including accomodating expanded or additional highway facilities on or across said lands, will be paid by the grantee, and provided further that the costs of such relocation or alteration, or of the installation of new or additional facilities when done at the instance of and for the purposes of the grantor, will be defrayed by the grantors.

This grant shall be binding on the grantor, grantee, and their successors or assigns.

Dated this	1804	_ day of	ANUARY	19 <u>88</u>	
		(SEAL)	D. E. Ellestad Vice President	ER AND LIGHT COM	PANY (SEAL)
	•	(SEAL)	Mary Fujimoto Assistant Secre	Imprint	(SEAL)
AUTHENTICAT			ACKNOWLEDGE		- , ,
	s day of		Dane	store me, this 18^{6}	County_ day of
	STATE BAR OF WISCOM	JSIN	D. E. Ellest	19 88 the above tad, Vice Preside and to, Passistant Se	ent
•	be authenticated or ackn	pwiedged.	to me kopwn to t forgoing instrumer	the person(s) who e at and acynowledge the al magnetic strain of Wisconsin Myzez	xocutedather
DISTRICT 2	OF TRANSPORTAT	HOALKED & REVI		BEION EXPANES MAY IS	463
				-	,

Attachment A

All those parts of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) and the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of Section 12, Town 15 North, Range 17 East, Town of Fond du Lac, also the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) and the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of Section 12, the Southwest Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) and the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) and the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) and the Southeast Quarter (SE 1/4) of the Northeast Quarter of Section 7, the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) and the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) and the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) and the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of Section 8, the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) and the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) and the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) and the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of Section 9, the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) and the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) and the Southwest Ouarter (SW 1/4) of the Northeast Quarter (NE 1/4) and the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of Section 10, the Southwest Ouarter (SW 1/4) of the Northwest Quarter (NW 1/4) and the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) and the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) and the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of Section 11, the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) and the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) and the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) and the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of Section 12, being in Town 15 North, Range 18 East, Town of Empire;

Also, the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of Section 7, Town 15 North, Range 9 East, Town of Forest, all in the County of Fond du Lac, Wisconsin; which are parts of lands acquired or to be acquired under Project 1442-01-21 for the reconstruction of State Highway "23" and containing the following easements as recorded in the office of the Register of Deeds for Fond du Lac County, Wisconsin.

	Volume	Page	Document No.	Volume	Page	Document No.
	370 M	·290	121119	371 N	138	121716
• -,	37:1 M	146 *	121720	589	378	233366
-	590	627	233828	601 .	371	238403
	370-M .	- 288	`121118	372 M	107	122443
-	37.1 M	156 -	121725	589	380	233367
	370"M	448	121299	592	183	234410
	590	623	233826	371 M	392	121997 •
	371 M	152	121723	592	179	234408
	601 . -	369	238402	371 M	154	121724
	370 M	442	121296	372 M	105	122442
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	370 M	286	121117	371 M	148	121721
	370 M	436	121293	370 M	44 0	121295
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	371 M	158	121726	589	384	233369
	371 M	394	121998	371 M	150	121722
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VOL 968 PAGE 464

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The grantor reserves to itself the right to cross, traverse, or otherwise occupy, these lands with the present and future overhead or underground transmission lines and appurtenant facilities and supporting structures in a manner consistent with the purposes of this grant, and in a manner which will not interfere with normal highway maintenance and operation, provided, however, that the costs of any relocation or alteration of the said transmission lines, appurtenant facilities, or supporting structures when required by the grantee for any reason, including accomodating expanded or additional highway will be paid by the grantee, and provided further that the costs of such relocation or alteration, or of the installation of new or additional facilities when done at the such relocation or alteration, or of the grantor, will be defrayed by the granters.

This grant shall be binding on the grantor, grantee, and their successors or assigns.

	JANUARY 19.88
Dated this / 8 💆 day of	VISCONSTRAND LIGHT COMPANY
ц.	FOFI AX
(SEAL	I) DG(CHLVIS (SEAL)
[5EA]	D. E. Ellestad
	Vice President
(SEA	AL) Mary Fujimodo (SEAL)
	Assistant Secretary
-	
	ACKNOWLEDGEMENT
AUTHENTICATION	STATE OF WISCONSIN.
Signature(s)	County.
	Dane Personally came before me, this 18 54 day of
authenticated this day of 19	JANUARY 19 88 the above named
	D. E. Ellestad, Vice President
	D. E. Ellestad, Jaco
TITLE: MEMBER STATE BAR OF WISCONSIN	Mary Fujimoto, Assistant Secretary
authorized by s.706.06, Wis Stats.	Mary Fujimoto, Assistant
	to me known to be the person(s) who executed the interiment
	to me known to be the person wiedge the same GUE and torgoing instrument and acknowledge the same GUE and th
Signatures may be authenticated or acknowledged.	- 1 pranol - purperson
Both are not necessary.	Notary Public, State of Wirconsin, My commission
	PERSONAL GRANNING & D'10-TH S
· · · · · · · · · · · · · · · · · · ·	expires Norman Public State of Water State
· -	The second s
RETURN TO: This instrument was drafted by WIS. DEPT. OF TRANSPORTAZIONCKED	y the State of Wisconsin, Department of Transportation REVISED BY THOMAS ERSTAD - WREL COMPANY
HE DEPT OF TRANSPORTAZIONCKED 2	REVISED BY THURSDAY
DISTRICT 2 OFFICE	-VOL 968 PADE 463
WAUKESHA, WI 53187	VOL 968 PAGE 930
ATTN: J. M. Unout the	

Attachment A

All those parts of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) and the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of Section 12, Town 15 North, Range 17 East, Town of Fond du Lac, also the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) and the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of Section 12, the Southwest Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) and the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) and the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) and the Southeast Quarter (SE 1/4) of the Northeast Quarter of Section 7, the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) and the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) and the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) and the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of Section 8, the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) and the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) and the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) and the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of Section 9, the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) and the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) and the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) and the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of Section 10, the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) and the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) and the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) and the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of Section 11, the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) and the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) and the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) and the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of Section 12, being in Town 15 North, Range 18 East, Town of Empire;

Also, the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of Section 7, Town 15 North, Range 19 East, Town of Forest, all in the County of Fond du Lac, Wisconsin; which are parts of lands acquired or to be acquired under Project 1442-01-21 for the reconstruction of State Highway "23" and containing the following easements as recorded in the office of the Register of Deeds for Fond du Lac County, Wisconsin.

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701721

Document Number

High Voltage Electric Transmission Line Easement

Wis. Stat. Sec. 182.017(7)

The undersigned Grantor(s) St. Mary's Springs High School of Fond du Lac, WI, Inc. (hereinafter called the "Landowner(s)"), in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, convey and warrant unto Wisconsin Power and Light Company, a Wisconsin Corporation, the Grantee(s) herein, the Grantees successors, assigns and licensees, the perpetual right and easement to construct, install, maintain, operate, repair, inspect or remove a line of single pole structures and wires, including associated appurtenances for the transmission of electric current and communication facilities, upon, in, over and across lands owned by the Grantor(s) in the *City* of *Fond du Lac*, County of *Fond du Lac*, State of Wisconsin, said easement to be 673 feet in length and 55 feet in width, lying 40 feet North of and all that part of the Grantor's lands lying within 15 feet South of the reference line described as follows:

See Exhibit "A" attached hereto.

RECEIVED FUR RECORD

00 DCT 23 AM 9:46

REGISTER OF DEEDS FOND DULING COUNTY, WI

Record this document with the Register of Deeds

Name and Return Address:

Wisconsin Power and Light Company Attn: Real Estate Department P.O. Box 192 Madison, WI 53701-0192

10

Parcel Identification Number(s) FdL 15-18-07-13-501 FdL 15-18-07-14-751

The end margins of the easement strip are lengthened or shortened to terminate at the Landowner's property lines that are intersected by the above described reference line.

The number of such structures to be erected on said easement strip shall be three (3); the maximum height of said structures shall be 75 feet above the ground; the minimum

height of said transmission line(s) above the existing landscape shall be 23 feet; the number of said transmission line(s), complete circuit(s) to be placed on said structures shall be one and have a maximum phase to phase voltage of 138 kilovolts. The number of electrical conductors comprising said transmission line(s) shall be three. The number of static wires to be place on said structures shall be *.

Additional wires and poles are allowed and may be added for the distribution of electricity at voltages less than 100 kV.

The Grantee(s) is (are) also granted the associated necessary rights to:

- 1) enter upon the premises described above for the purposes of exercising the rights conferred by this easement,
- 2) construct, install, maintain, operate, repair, replace, rebuild, inspect and remove the above designated facilities and other appurtenances that the Grantee(s) deem(s) necessary,
- 3) trim, cut down and remove any or all brush, trees and overhanging branches now or hereafter existing on said easement
- 4) treat the stumps of any trees to prevent regrowth.

The Grantee(s) shall pay a reasonable sum for all damages to property, crops, fences, livestock, lawns, roads, fields and field tile (other than trees trimmed or cut down and removed), caused by the construction, maintenance or removal of said facilities.

The Grantee(s) shall not have the right to erect any fence or building on such land other than the above designated facilities and associated appurtenances and the right is hereby expressly reserved to the Landowner(s), the heirs, successors and assigns of every use and enjoyment of said land not inconsistent with the construction, installation, maintenance, operation, repair, replacement, rebuilding, inspection and removal of such structures, wires and associated appurtenances.

The Landowner(s) agree(s) within the above described easement, not to:

1) erect any buildings, structures, tanks, antennas or other improvements nor place any mobile home, whether permanent or temporary, 2) place or store any flammable materials, 3) plant trees, 4) place rocks or boulders more that eight inches in diameter, 5) place water, sewer or drainage facilities, 6) alter the elevation of the existing ground surface by more than six (6) inches, all within said easement and all without the prior written consent of Wisconsin Power and Light Company.

The parties hereto do hereby agree to the terms and conditions set forth in Exhibit(s) A, B and C attached hereto and incorporated herein.

This agreement is binding upon the heirs, successors and assigns of the parties hereto, and shall run with the lands described herein.

As provided by PSC 113, the landowner(s) shall have a minimum period of five days to examine materials approved or provided by the Public Service Commission of Wisconsin describing the landowner's rights and options in the easement negotiating process. The landowner(s) hereby voluntarily waives the five day review period, or acknowledges that they have at least five days to review such materials.

The Landowner(s) hereby accept a lump sum	payment in consideratio	n of the grant of this easement.	

• •

WITNESS the signature(s) of the Grantor(s) this	day of OCTUBER, 2000,
St. Mary's Springs High School	\bigcirc
Signature (SEAL	-) Signature (SEAL)
Printed Name	Printed Name
Signature (SEAL	.)(SEAL)(SEAL)
Printed Name	Printed Name
АСК	NOWLEDGEMENT
STATE OF WISCONSIN	
COUNTY OF FOND DU LAC	
Personally came before me this <u>17</u> day of <u>Oe</u> <u>Rowald</u> W. <u>Rusch</u>	CTOBER, 2000, the above named
to me known to be the person(s) who executed the foregoing in	strument and acknowledged the same.
	R USA I
	Signature of Notary
	RONALD E CONARD
	Printed Name of Notary
	Notary Public, State of Wisconsin
	My Commission Expires (Is) <u>JAN</u> , 5,2003
ACK	NOWLEDGEMENT
STATE OF } ss	
COUNTY OF) ss	
Personally came before me this day of	,, the above named
to me known to be the person(s) who executed the foregoing in	strument and acknowledged the same.
	Signature of Notary
	Printed Name of Notary
	Notary Public, State of
	My Commission Expires (Is)
This instrument drafted by	
Ron Conard	
	Line Title: Ledgeview Tap
Checked By	Work Order No.: 5908-11-488401
	Tract No. 3 of 10
September 1, 2000 RC:pm/Real Estate/Ease-2000/Ease-0064(EHV)/1-2/000905a	

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EXHIBIT "A"

Commencing at the center of Section 7, Town 15 North, Range 18 East, City of Fond du Lac, Fond du Lac County; thence North 01 degree 44 minutes 09 seconds West, 156.2 feet; thence North 89 degrees 47 minutes 07 seconds East, 512 feet to the Point of Beginning: Thence continuing North 89 degrees 47 minutes 07 seconds East 673 feet to a point on the West right-of-way margin of CTH "K" and there terminating; and also an easement 390 feet in length and 40 feet in width, being described as all that part of the Grantor's lands lying within 40 feet North of the following described reference line; continuing North 89 degrees 47 minutes 07 seconds East, from the previous Point of Termination 390 feet to a new Point of Beginning; thence continuing North 89 degrees 47 minutes 07 seconds East, 390 feet to a point on the West property line of the City of Fond du Lac, and there terminating; and also an easement 205 feet in length and 48 feet in width, being described as lying 40 feet North of and all that part of the Grantor's land lying within 8 feet South of the following described reference line; commencing at the East Quarter (E 1/4) corner of said Section 7; thence North 01 degree 11 minutes 55 seconds West, 181.9 feet; thence South 89 degrees 38 minutes 58 seconds West, 231 feet; thence South 85 degrees 30 minutes 09 seconds West, 33 feet to Grantor's East property line and the Point of Beginning; thence continuing South 85 degrees 30 minutes 09 seconds West, 205 feet to a point and there terminating.

Said easement being located on part of the lands of the Grantors as described and recorded November 7, 1969, in Volume 615 of Records, pages 4 and 5, as Document Number 244441 and 1-26-88, in Volume 965 of Records, page 393, as Document Number 448619 in the office of the Register of Deeds for Fond du Lac County.

All being a part of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) and the Southeast Quarter (SE 14/) of the Northeast Quarter (NE 1/4) of Section 7 Town 15 North, Range 18 East, City of Fond du Lac, Fond du Lac County, Wisconsin.

RC:pm Real Estate/Ease-2000/ Ease-0064/3/000905d

HIGH VOLTAGE ELECTRIC LINE EASEMENT (EXHIBIT "B")

As a part of the foregoing High Voltage Electric Line Easement, Grantor(s) do hereby specifically waive certain of the following rights as designated at the bottom hereof:

- c. In constructing and maintaining high-voltage transmission lines on the property covered by the easement, the utility shall:
 - 1) If excavation is necessary, ensure that the top soil is stripped, piled and replaced upon completion of the operation.
 - 2) Restore to its original condition and slope, terrace, or waterway, which is disturbed by the construction or maintenance.
 - 3) Insofar as is practicable and when the landowner requests, schedule any construction work in an area used for agricultural production at times when the ground is frozen in order to prevent or reduce soil compaction.
 - 4) Clear all debris and remove all stones and rocks resulting from construction activity upon completion of construction.
 - 5) Satisfactorily repair to its original condition any fence damaged as a result of construction or maintenance operations. If cutting a fence is necessary, a temporary gate shall be installed. Any such gate shall be left in place at the landowner's request.
 - 6) Repair any drainage tile line within the easement damaged by such construction or maintenance.
 - 7) Pay for any crop damage caused by such construction or maintenance.
 - 8) Supply and install any necessary grounding of a landowner's fences, machinery or building.
- d. The utility shall control weeds and brush around the transmission line facilities. No herbicidal chemicals may be used for weed and brush control without the express written consent of the landowner. If weed and brush control is undertaken by the landowner under an agreement with the utility, he shall receive from the utility a reasonable amount for such services.
- e. The landowner shall be afforded a reasonable time prior to commencement of construction to harvest any trees located within the easement boundaries, and if he fails to do so, he shall nevertheless retain title to all trees cut by the utility.
- f. The landowner shall not be responsible for any injury to persons or property caused by the design construction or upkeep of the high-voltage transmission lines or towers.
- g. The utility shall employ all reasonable measures to ensure that the landowner's television and radio reception is not adversely affected by the high-voltage transmission lines.
- h. The utility may not use any lands beyond the boundaries of the easement for any purpose, including ingress to and egress from the right-of-way, without the written consent of the landowner.

The Grantor(s) do hereby waive the rights provided in the following paragraphs of this Exhibit B:

_Paragraphs	h
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RC:pm Real Estate/Forms/ HighVoltEase-ExhA/1/000208

Dated this <u>17</u> day of <u>OctoBER</u> WITNESSED BY:	GBANTORS; ST. MARY'S SPRINGS HIGH SCHOOL
	Tadda Tusch (SEAL)
	Signature
	RONALD W. RUSCH
	(SEAL)
	Signature
	(SEAL)
	Signature
	(SEAL)
	Signature
STATE OF WISCONSIN	
)	
	CTOBER, 2000, the above-named
Personally came before me, this <u>17</u> day of <u>0</u> Rowald W. Rusch	foregoing instrument and acknowledged the same.
Personally came before me, this <u>17</u> day of <u>0</u> Rowald W. Rusch	Ronald & Conal
Personally came before me, this <u>17</u> day of <u>0</u> Rowald W. Rusch	foregoing instrument and acknowledged the same.
COUNTY OF FOND DU LAC) Personally came before me, this <u>1</u> day of <u>0</u> <i>Rowalo W. Rus ch</i> to me known to be the person_ who executed the This instrument was drafted by:	Ronald C Consul Ronald E Consul
Personally came before me, this <u>17</u> day of <u>ORENALO W. RUSCH</u> to me known to be the person_ who executed the This instrument was drafted by:	Ronald C Consul Ronald E Consul
Personally came before me, this <u>17</u> day of <u>OR</u> <u>RONALD</u> W. <u>RUSCH</u> to me known to be the person_ who executed the	Notary Public, State of <u>Tow. 5, 2003</u> Wisc My Commission (expires) (is)
Personally came before me, this <u>17</u> day of <u>ORENALO W. RUSCH</u> to me known to be the person_ who executed the This instrument was drafted by: Ron Conard	Notary Public, State of <u>Tow. 5, 2003</u> Wisc My Commission (expires) (is)
Personally came before me, this <u>17</u> day of <u>ORENALO W. RUSCH</u> to me known to be the person_ who executed the This instrument was drafted by: Ron Conard STATE OF) COUNTY OF)	Notary Public, State of <u>Jan. 5, 2003</u> Wise My Commission (expires) (is)
Personally came before me, this <u>17</u> day of <u>Q</u> <u>Rowalo</u> <u>W</u> . <u>Rusc</u> <u>C</u> to me known to be the person_ who executed the This instrument was drafted by: Ron Conard STATE OF	Ronald Const Ronald Const Ronald Const Notary Public, State of <u>TAN. 5, 2003</u> Wise My Commission (expires) (is) <u>TAN. 5, 2003</u>
Personally came before me, this <u>17</u> day of <u>OROMALO W. RUSCH</u> to me known to be the person_ who executed the This instrument was drafted by: Ron Conard STATE OF	Ronald Conard Ronald Conard Ronald Conard Ronald Conard Notary Public, State of Tan. 5, 2003 My Commission (expires) (is) Tan. 5, 2003
Personally came before me, this <u>17</u> day of <u>Q</u> <u>Rowalo</u> <u>W</u> . <u>Rusc</u> <u>C</u> to me known to be the person_ who executed the This instrument was drafted by: Ron Conard STATE OF	Ronald Conard Rown State of My Commission (expires) (is)
Personally came before me, this <u>17</u> day of <u>Q</u> <u>Rowalo</u> <u>W</u> . <u>Rusc</u> <u>C</u> to me known to be the person_ who executed the This instrument was drafted by: Ron Conard STATE OF	Ronald Conald Row State of My Commission (expires) (is) Tan. 5, 2003 Jan. State of Jan. State of
Personally came before me, this <u>17</u> day of <u>Q</u> <u>Rowalo</u> <u>W</u> . <u>Rusc</u> <u>C</u> to me known to be the person_ who executed the This instrument was drafted by: Ron Conard STATE OF	Rorald Conact Ronald Conact Notary Public, State of Tan. 5, 2003 My Commission (expires) (is) Tan. 5, 2003 Jan. S, 2003 Jan. S, 2003 foregoing instrument and acknowledged the same.

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Real Estate/Forms/ HighVoltEase-ExhA/2/000208

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Real Estate/Misc-2000/0913-HighVoltEase-ExhA-07/000913a

EXHIBIT <u>'C'</u>

CERTIFICATE OF COMPENSATION Section 32.06(2a), Wis. Stats.

TO ALL INTERESTED PERSONS:

The Wisconsin Power and Light Company has acquired from the following named owner(s) in fee, the instrument to which this Exhibit is attached.

The following is a list of persons having an interest of record in the above property immediately prior to the conveyance to the Wisconsin Power and Light Company, the nature of the interest of such persons and the compensation paid by the Wisconsin Power and Light Company for the foregoing instrument.

Identity of Person	Nature of Interest	
1. St. Mary's Spring High School	Owner(s) in Fee	
2.	Mortgagee	
3.	Land Contract Vendor	
4.		

The legal description of the property is the same as described on the instrument to which this Exhibit is attached.

The compensation paid for the acquisition was $\frac{19000000}{100000000}$

NOTICE OF RIGHT TO APPEAL Section 32.06(2a), Wis. Stats.

Please take notice that any person named in this CERTIFICATE OF COMPENSATION has the right to appeal, pursuant to Section 32.06(2a), Wis. Stats., the amount of compensation paid for such acquisition. Such right of appeal must be exercised within six (6) months after the date of recording said CERTIFICATE OF COMPENSATION.

Line Title: Ledgeview Tap	
Work Order No.: 5908-11-488401	
Tract No. <u>3</u> of <u>10</u>	

RC:pm Real Estate/Misc-2000/ 0905-Cert_com-01/000905a

Document Number

High Voltage Electric Transmission Line Easement

Wis. Stat. Sec. 182.017(7)

The undersigned Grantor(s) Congregation Of Sisters Of Saint Agnes Of Fond Du Lac, Wisconsin, Inc. (hereinafter called the "Landowner(s)"), in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, convey and warrant unto Wisconsin Power and Light Company, a Wisconsin Corporation, the Grantee(s) herein, the Grantees successors, assigns and licensees, the perpetual right and easement to construct, install, maintain, operate, repair, inspect or remove a line of single pole structures and wires, including associated appurtenances for the transmission of electric current and communication facilities, upon, in, over and across lands owned by the Grantor(s) in the *City* of *Fond du Lac*, County of *Fond du Lac*, State of Wisconsin, said easement to be 724 feet in length and 80 feet in width, lying 40 feet North of and all that part of the Grantor's lands lying within 40 feet South of the reference line described as follows:

See Exhibit "A" and Line Clearance Modification attached hereto.

The end margins of the easement strip are lengthened or shortened to terminate at the Landowner's property lines that are intersected by the above described reference line.

The number of such structures to be erected on said easement strip shall be 11; the maximum height of said structures shall be 75 feet above the ground; the minimum height of said transmission line(s) above the existing landscape shall be 23 feet; the number of said transmission line(s), complete circuit(s) to be placed on said structures shall be **one** and have a maximum phase to phase voltage of 138 kilovolts. The number of electrical conductors comprising said transmission line(s) shall be **three**. The number of static wires to be place on said structures shall be **one** (1).

The Grantee(s) is (are) also granted the associated necessary rights to:

- 1) enter upon the premises described above for the purposes of exercising the rights conferred by this easement,
- 2) construct, install, maintain, operate, repair, replace, rebuild, inspect and remove the above designated facilities and other appurtenances that the Grantee(s) deem(s) necessary,
- 3) trim, cut down and remove any or all brush, trees and overhanging branches now or hereafter existing on said easement in accordance with the Line Clearance Modification attached
- 4) treat the stumps of any trees to prevent regrowth.

The Grantee(s) shall pay a reasonable sum for all damages to property, crops, fences, livestock, lawns, roads, fields and field tile (other than trees trimmed or cut down and removed), caused by the construction, maintenance or removal of said facilities.

The Grantee(s) shall not have the right to erect any fence or building on such land other than the above designated facilities and associated appurtenances and the right is hereby expressly reserved to the Landowner(s), the heirs, successors and assigns of every use and enjoyment of said land not inconsistent with the construction, installation, maintenance, operation, repair, replacement, rebuilding, inspection and removal of such structures, wires and associated down guys and anchors

The Landowner(s) agree(s) within the above described easement, not to:

1) erect any buildings, structures, tanks, antennas or other improvements nor place any mobile home, whether permanent or temporary, 2) place or store any flammable materials, 3) plant trees except as permitted in the Line Clearance Modification 4) place rocks or boulders more that eight inches in diameter, 5) place water, sewer or drainage facilities, 6) alter the elevation of the existing ground surface by more than six (6) inches, all within said easement and all without the prior written consent of Wisconsin Power and Light Company.

The parties hereto do hereby agree to the terms and conditions set forth in Exhibit(s) A, B and C attached hereto and incorporated herein.

This agreement is binding upon the heirs, successors and assigns of the parties hereto, and shall run with the lands described herein,

As provided by PSC 113, the landowner(s) shall have a minimum period of five days to examine materials approved or provided by the Public Service Commission of Wisconsin describing the landowner's rights and options in the easement negotiating process. The landowner(s) hereby voluntarily waives the five day review period, or acknowledges that they have at least five days to review such materials.

0712986

RECORDING FEE ______

2001 MAY 1 EM 9 05

SALLY RATINEAU REGISTER OF PEEDS Fond DU LAD GOURTY, TO

Record this document with the Register of Deeds

Name and Return Address:

Wisconsin Power and Light Company Attn: Real Estate Department P.O. Box 192 Madison, WI 53701-0192

Parcel Identification Number(s) FdL 15-18-07-24-999, FdL 15-18-07-13-502 FdL 15-18-07-14-750, FdL 15-18-08-23-749

The Landowner(s) hereby accept a lump sum payment in con	nsideration of the grant of this easement.
WITNESS the signature(s) of the Grantor(s) this <u>16^{4h}</u> c	bay of <u>April</u> , 2001,
Congregation of Sisters of St Agnes of Fond du Luc,	
(SEAL)	Signature (SEAL)
ວເຊິ່າເລແມ່ອ	
Printed Name	S. MARY MOLLISON, CSA Printed Name
	1 Peter Silver CEA (CEA)
Signature (SEAL)	J. Patricia Itoye, CSA (SEAL) Signature
	S. Patricia Hayes CSA
Printed Name	
ACKN	OWLEDGEMENT
STATE OF WISCONSIN)) ss	
COUNTY OF FOND DU LAC)	
Personally came before me this 16th day of A	pril, 2001, the above named
5. MARY MOLLISO	IN CSA + S. PATRICIA HAYES, CSA
to me known to be the person(s) who executed the foregoing instr	rument and acknowledged the same.
	Signature of Notary
	Signature of Notary
	HERTHA LONGO
	Printed Name of Notary
	Notary Public, State of Wisconsin
	My Commission Expires (Is) <u>March 6, 2004</u>
	OWLEDGEMENT
STATE OF) ss	
COUNTY OF)	
Personally came before me this day of	,, the above named
to me known to be the person(s) who executed the foregoing instr	rument and acknowledged the same.
	Signature of Notary
	Printed Name of Notary
	Notary Public, State of
	My Commission Expires (Is)
This instrument drafted by	
Ron Conard	
	Line Title: Ledgeview Tap
Checked By Kenneth Helgerson	Work Order No.: 5908-11-488401
September 1, 2000	Tract No2 of _10
RC:pm/Real Estate/Ease-2000/Ease-0065(EHV)/1-2/000905d	

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LEDGEVIEW PROJECT LINE CLEARANCE EASEMENT MODIFICATION FOR ST. AGNES PROPERTY

Initial vegetation clearing and future on-going vegetation management requirements and conditions for the St. Agnes property, hereafter referred to as "Property Owners", located in Fond du Lac County, City of Fond du Lac, T. 15 N. – R. 18 E., Section 7 and Section 8 are as follows:

Initial vegetation clearing requirements and conditions:

- All tall-growing trees (those trees maturing at a height of over twenty feet) will be removed within the easement area prior to or during the time of construction.
- Low-growing trees (those trees maturing at a height of less than twenty feet) that are located within twenty feet of the easement reference line will be removed.
- Low-growing trees (those trees maturing at a height of less than twenty feet) that are a minimum of twenty feet from the easement reference line will be evaluated and considered to remain standing if they do not interfere with construction activities.

Future vegetation management requirements and conditions:

- No trees or shrubs shall be planted within twenty feet of the easement reference line.
- No trees or shrubs shall be planted within a thirty-foot radius of any poles/structures.
- Trees and shrubs that **are not genetically designed** to grow to a height in excess of twenty feet tall can be planted a minimum distance of twenty feet from the easement reference line.
- Trees and shrubs that **are genetically designed** to grow to a height in excess of twenty feet tall shall not be planted within the easement area.
- Volunteer trees, re-sprouting trees, and naturally seeded trees will be removed from within the easement area in the future.
- Any deviations of tree or shrub planting requirements as described above will result in their removal without consultation of the Property Owners.

EXHIBIT "A"

Commencing at the West Quarter corner of Section 7, Town 15 North, Range 18 East, City of Fond du Lac. Fond du Lac County; thence North 01 degree 40 minutes 58 seconds West, 151.5 feet; thence North 89 degrees 32 minutes 32 seconds East, 200 feet to the Point of Beginning; thence continuing North 89 degrees 32 minutes 32 seconds East, 286 feet; thence North 89 degrees 45 minutes 15 seconds East, 438' feet to a point and there terminating; also an easement 440' feet in length and 52' feet in width, lying 40' feet north of and all that part of Grantors land lying within 12' feet south of the reference line described as follows; beginning again at the prior Point of Termination; thence continuing North 89 degrees 45 minutes 15 seconds East, 440' feet to a point and there terminating, and also; an easement, 1937 feet in length and 44 feet in width, lying 40 feet North of and all that part of the Grantor's lands lying within 4 feet South of the reference line described as follows; beginning again at the prior Point of Termination; thence North 89 degrees 38 minutes 13 seconds East, 1754 feet; thence North 89 degrees 00 minutes 41 seconds East, 183 feet and there terminating; and also an easement 1143 feet in length and 50 feet in width, lying 40 feet North of and Northeasterly of and all that part of the Grantor's lands lying within 10 feet South of the reference line described as follows: Commencing at the East Quarter corner of Section 7, Town 15 North, Range 18 East, City of Fond du Lac; thence North 01 degree 11 minutes 55 seconds West, 181.9 feet to the Point of Beginning; thence South 89 degrees 38 minutes 58 seconds West, 231 feet to a pole hereinafter referred to as Point A; thence South 85 degrees 30 minutes 09 seconds West, 33 feet to a point and there terminating; thence, returning to the aforesaid Point of Beginning; thence North 89 degrees 38 minutes 58 seconds East, 863 feet to a pole hereinafter referred to as Point "B"; thence, South 49 degrees 54 minutes 58 seconds East, 16 feet to a point and there terminating; also an easement for necessary down cuvs, wires and anchors extending 50 feet North of the aforesaid Point "A" and also extending 60 feet Northwesterly and also 60 feet Easterly from the aforesaid Point "B".

Said easements being located on part of the lands of the Grantors as described and recorded April 11, 1899, in Volume 135 of Deeds on page 347, and also as recorded September 18, 1899, in Volume 138 of Deeds on page 109 in the office of the Register of Deeds for Fond du Lac County.

All being located in part of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) and the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) and part of the Southeast Quarter (NW 1/4) and part of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NW 1/4) and part of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of Section 7, and also part of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section 8, Town 15 North, Range 18 East, City of Fond du Lac, Fond du Lac County, Wisconsin.

RC:pm/Ease-2000/Ease-0065(EHV)/3/000905d

HIGH VOLTAGE ELECTRIC LINE EASEMENT (EXHIBIT "B")

As a part of the foregoing High Voltage Electric Line Easement, Grantor(s) do hereby specifically waive certain of the following rights as designated at the bottom hereof:

- c. In constructing and maintaining high-voltage transmission lines on the property covered by the easement, the utility shall:
 - 1) If excavation is necessary, ensure that the top soil is stripped, piled and replaced upon completion of the operation.
 - 2) Restore to its original condition and slope, terrace, or waterway, which is disturbed by the construction or maintenance.
 - 3) Insofar as is practicable and when the landowner requests, schedule any construction work in an area used for agricultural production at times when the ground is frozen in order to prevent or reduce soil compaction.
 - 4) Clear all debris and remove all stones and rocks resulting from construction activity upon completion of construction.
 - 5) Satisfactorily repair to its original condition any fence damaged as a result of construction or maintenance operations. If cutting a fence is necessary, a temporary gate shall be installed. Any such gate shall be left in place at the landowner's request.
 - 6) Repair any drainage tile line within the easement damaged by such construction or maintenance.
 - 7) Pay for any crop damage caused by such construction or maintenance.
 - 8) Supply and install any necessary grounding of a landowner's fences, machinery or building.
- d. The utility shall control weeds and brush around the transmission line facilities. No herbicidal chemicals may be used for weed and brush control without the express written consent of the landowner. If weed and brush control is undertaken by the landowner under an agreement with the utility, he shall receive from the utility a reasonable amount for such services.
- e. The landowner shall be afforded a reasonable time prior to commencement of construction to harvest any trees located within the easement boundaries, and if he fails to do so, he shall nevertheless retain title to all trees cut by the utility.
- f. The landowner shall not be responsible for any injury to persons or property caused by the design construction or upkeep of the high-voltage transmission lines or towers.
- g. The utility shall employ all reasonable measures to ensure that the landowner's television and radio reception is not adversely affected by the high-voltage transmission lines.
- h. The utility may not use any lands beyond the boundaries of the easement for any purpose, including ingress to and egress from the right-of-way, without the written consent of the landowner.

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The Grantor(s) do hereby waive the rights provided in the following paragraphs of this Exhibit B

NO RIGHTS WAIVED

RC:pm Real Estate/Forms/ HighVoltEase-ExhA/1/000208

RC:pmReal Estate/Misc-2000/0208HighVoltEaseExhA-01/1/000208a

Dated this 16th day of Apr	<u>, 2001</u>
WITNESSED BY:	GRANTORS: CONGREGATION OF ST. AGNES 5 DF ST. AGNES OF FOND DU LAL, WI, INC Stray MORDES NO SIGNATURE (SEAL) Signature
	S. Mary Mollison, CSA
	S. Mary Mollison, CSA <u>S. Patricie Itayes, CSA</u> (SEAL) Signature <u>S. Patricia Hayes, CSA</u>
	S. Patricia Hayes, CSA
	(SEAL)
	(SEAL)
	Signature (SEAL)
STATE OF WISCONSIN)	
) COUNTY OF Fond du Lac)	
Personally came before me, this <u>\</u> ay of	April, 2001, the above-named
o me known to be the persons who executed the f	ilison, CSA + 5. PATTUCIA HAYES CSA oregoing instrument and acknowledged the same.
	Idin the Easter
	HERTHA LONGO
This instrument was drafted by:	Notary Public, State of
Ron Conard	My Commission (expires) (is) $\underline{March (a 2004)}$
STATE OF)	
)) OUNTY OF)	
	, 2001the above-named
o me known to be the person who executed the	foregoing instrument and acknowledged the same.
	Notary Public, State of
	My Commission (expires) (is)

Real Estate/Forms/ HighVoltEase-ExhA/2/000208

EXHIBIT C

CERTIFICATE OF COMPENSATION Section 32.06(2a), Wis. Stats.

TO ALL INTERESTED PERSONS:

The Wisconsin Power and Light Company has acquired from the following named owner(s) in fee, the instrument to which this Exhibit is attached.

The following is a list of persons having an interest of record in the above property immediately prior to the conveyance to the Wisconsin Power and Light Company, the nature of the interest of such persons and the compensation paid by the Wisconsin Power and Light Company for the foregoing instrument.

Identity of Person	Nature of Interest
1. Congregation of Sisters of St. Agnes of Fond du Lac, Wi., Inc.	Owner(s) in Fee
2.	Mortgagee
3.	Land Contract Vendor
4.	

The legal description of the property is the same as described on the instrument to which this Exhibit is attached.

The compensation paid for the acquisition was \$ 75,000.00

NOTICE OF RIGHT TO APPEAL Section 32.06(2a), Wis. Stats.

Please take notice that any person named in this CERTIFICATE OF COMPENSATION has the right to appeal, pursuant to Section 32.06(2a), Wis. Stats., the amount of compensation paid for such acquisition. Such right of appeal must be exercised within six (6) months after the date of recording said CERTIFICATE OF COMPENSATION.

Line Title: Ledgeview Tap Work Order No.: 5908-11-488401

Tract No. 2 of 10

RC:pm Real Estate/Misc-2000/ 0208Cert_com-01/1/000208a

WAIVER OF APPRAISAL -Section 32.06(2)(b), Wis. Stats.-

WHEREAS, the Wisconsin Power and Light Company (WP&L) desires to acquire from the undersigned a fee/an easement interest in lands owned by the undersigned; and

WHEREAS, the undersigned has been informed of (his, her its) rights under Section 32.06(2)(b), Wis. Stats, to receive from WP&L a full narrative appraisal of the property interest sought to be acquired; to receive copies of any other appraisals made by WP&L of such interest; to obtain an appraisal by a qualified appraiser of such interest and to submit the reasonable costs of this appraisal to WP&L for payment; and

WHEREAS, the compensation offered by WP&L to the undersigned for the acquisition of such fee/easement interest is fair and reasonable, and the undersigned wishes to dispense with the requirement of any appraisals.

NOW THEREFORE, in consideration of the payments made by WP&L for the acquisition of such fee/easement interest, and for other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned does hereby release and discharge WP&L from any obligation or responsibility for obtaining a full narrative appraisal, or any other appraisal, of the property interest sought to be acquired, does hereby release and discharge WP&L from any obligation or responsibility for providing the undersigned with copies of such appraisals; does hereby waive the right to obtain an appraisal by a qualified appraiser and to submit the reasonable costs of that appraisal to WP&L for payment; and does hereby release WP&L from and does hereby waive any and all rights or obligations imposed under Section 32.06(2)(b), Wis. Stats. This waiver and release is binding upon the successors and assigns of the undersigned.

WAIVER OF RIGHT TO APPEAL PAYMENT -Section 32.06(2a), Wis. Stats.-

WHEREAS, the Wisconsin Power and Light Company (WP&L) has acquired from the undersigned certain real estate located in the *Foundulac* County of *Foundulac*; and

WHEREAS, the undersigned have been informed of their rights under Section 32.06(2a), Wis. Stats., to appeal from the amount of compensation paid for the acquisition of such real estate by filing a petition with the judge of the Circuit Court for Fond do LAC County for proceedings to determine the amount of just compensation; and

WHEREAS, the compensation paid by WP&L to the undersigned for the acquisition of such real estate is fair and reasonable, and the undersigned desire to waive their right to appeal.

NOW THEREFORE, in consideration of the payment made by WP&L for the acquisition of such real estate and for other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned do hereby waive any and all rights of appeal as set forth in Section 32.06(2a), Wis. Stats., with respect to the determination of the amount of just compensation for the acquisition of such property. This waiver and release is binding upon the successors and assigns of the undersigned.

Signed and Sealed in Presence of:

Hirtha Longo Signature HERTHA LONGO Printed Name

Date 4-16-01

Signature

S. MARY MOLLISON, CSA

<u>J. Patricia Hayes CSA</u> <u>Signature</u> <u>S. Patricia Hayes CSA</u> Printed Name

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Waiver_Notice.doc October 5, 1999

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PARTIAL EASEMENT	ASSIGNMENT	
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Document Number	Document Title
made by and between Wisc Wisconsin corporation ("Ass	ent Assignment ("Assignment") is onsin Power and Light Company, a signor"), and American Transmission consin limited liability company

1

T	RECORDING FEE NO. OF PAGES RECORDED ON:
is a	2002 JAN 28 PM 1 08
on	SALLY BARBEAU
ny	REGISTER OF DEEDS
	FOND DU LAC COUNTY, WI
	Recording Area
	Name and Return Address: American Transmission Company LLC Attn, Real Estate Dept. 2489 Rinden Road

Cottage Grove, Wi 53527-9598

Assignor hereby assigns to Assignee such of Assignor's rights, title and interest in and to the various easements identified on the attached and incorporated Exhibit A ("Easements") as pertain to "electrical transmission" for purposes of placing, maintaining, modifying, operating, replacing and repairing electrical transmission facilities located within the lands described in the Easements. For purposes of this Assignment, "electrical transmission" is defined as electrical facilities equal to 69 kV or greater or as otherwise determined by order of the Public Service Commission of Wisconsin. Included within the Assignment above made, if and to the extent contained in the Easements, is the right to enter onto the lands described in the Easements for purposes of trimming of trees and other vegetation and/or removal of other obstacles within the lands as may interfere with Assignee's electrical transmission facilities, as may be expressed or implied in the Easements,

All other rights under the Easements not assigned hereunder are reserved to Assignor.

This Assignment, and the rights, obligations and interest assigned hereby shall be perpetual and shall run with the lands described within the Easements identified on Exhibit A, and shall be binding upon Assignor and Assignee and each of their respective successors and assigns. This Assignment shall be construed in accordance with the laws of the State of Wisconsin and shall be binding upon and inure to the benefit of Assignor and Assignee and all of their respective successors and assigns.

This Assignment may be executed in one or more counterparts, all of which when taken together, shall constitute one and the same instrument.

01/03/02 JOINT DISTRIBUTION (MORE THAN 25%) 01/03/02 JOINT DISTRIBUTION (MU ON TRANSMISSION CIRCUIT REVI X:\CLIENTB\69495\0005\A0008270

This Assignment is made as of the 11^{H} day of January, 2002.

ASSIGNOR: Wisconsin Power and Light Company, a Wisconsin corporation

By: Name: Pamela 🕻 Wegner Title: Senior Vice President Executive

Attest: Name: Edward M. Eleason

Title: Corporate Secretary

ASSIGNEE: AMERICAN TRANSMISSION COMPANY, LLC, a Wisconsin limited liability company

By: ATC Management Inc., its Manage Μ. By: Name: Thomas M. Finco Title: Manager - Real Estate

ACKNOWLEDGMENTS

STATE OF WISCONSIN

COUNTY OF DANE

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Personally came before me this 11^{44} day of January, 2002, the above-named Pamela **A**. Wegner, as Executive Vice President and Edward M. Gleason, as Corporate Secretary of Wisconsin Power and Light Company, a Wisconsin corporation, to me known to be the Officers who executed the foregoing instrument in such capacity and acknowledged the same.

LAURIE R. SOKOLA By: (NOTARY PUBLIC Sokel Name: Laurie K. STATE OF WISC Notary Public, Wisconsin My Commission expires: June 19, 2005

)) SS.

{ADDITIONAL ACKNOWLEDGEMENT ON FOLLOWING PAGE}

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01/03/02 JOINT DISTRIBUTION (MORE THAN 25%) ON TRANSMISSION CIRCUIT REV 1 X:\CLIENTB\69495\0005\A0008270

STATE OF WIS	SCONSIN)
-) SS.
COUNTY OF _	Dane)

Personally came before me this 7th day of *January*, 2002, the above-named Thomas M. Finco, as Manager Real Estate of ATC Management Inc., Manager of American Transmission Company, LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument in such capacity and acknowledged the same.

Entra Thomas THOMAS J. ERSTAD By: NOTARY PUBLIC Name: Thomas J. Erstad STATE OF WISCONSIN Notary Public, Wisconsin My Commission expires: September 12th, 2004

This instrument drafted by: Thomas J. Erstad, American Transmission Company LLC

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EXHIBIT "A"

Fond du Lac	City of Fond du Lac	E 1/2 of the NE 1/4	12	15N	17E	703695
Fond du Lac	City of Fond du Lac	S 1/2 of the NW 1/4 and the S 1/2 of the NE 1/4	7	15N	18E	712986
Fond du Lac	City of Fond du Lac	SW 1/4 of the NW 1/4	8	15N	18E	712986
Fond du Lac	City of Fond du Lac	SW 1/4 of the NE 1/4 and the SE 1/4 of the NE 1/4	7	15N	18E	701721
Fond du Lac	City of Fond du Lac	SE 1/4 of the NE 1/4	7	15N	18E	701047
Fond du Lac	Town of Empire	NW 1/4 of the SW 1/4 and the NE 1/4 of the SW 1/4	8	15N	18E	701362
Fond du Lac	Town of Empire	NE 1/4 of the SW 1/4	8	15N	18E	714021
Fond du Lac	Town of Empire	NE 1/4 of the SW 1/4	8	15N	18E	703696
Fond du Lac	Town of Empire	NW 1/4 of the SE 1/4 and the NE 1/4 of the SE 1/4	8	15N	18E	710007
Fond du Lac	Town of Empire	NW 1/4 of the SE 1/4	8	15N	18E	704679
Fond du Lac	Town of Empire	NE 1/4 of the SE 1/4	8	15N	18E	706704

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		Name and Return Address: American Transmission Company LLC Attn. Real Estate Dept. 2489 Rinden Road Cottage Grove, Wi 53527-9598
made by and between Wisc	ent Assignment ("Assignment") is onsin Power and Light Company, a ignor"), and American Transmission consin limited liability company	2002 JAN 28 PM 1 08 SALLY BARBEAU REGISTER OF DEEDS FOND DU LAC COUNTY, WI Recording Area
Document Number	PARTIAL EASEMENT ASSIGNMENT	RECORDING FEE <u>1</u> NO. OF PAGES <u>4</u> RECORDED ON:

8

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Assignor hereby assigns to Assignee such of Assignor's rights, title and interest in and to the various easements identified on the attached and incorporated Exhibit A ("Easements") as pertain to "electrical transmission" for purposes of placing, maintaining, modifying, operating, replacing and repairing electrical transmission facilities located within the lands described in the Easements. For purposes of this Assignment, "electrical transmission" is defined as electrical facilities equal to 69 kV or greater or as otherwise determined by order of the Public Service Commission of Wisconsin. Included within the Assignment above made, if and to the extent contained in the Easements, is the right to enter onto the lands described in the Easements for purposes of trimming of trees and other vegetation and/or removal of other obstacles within the lands as may interfere with Assignee's electrical transmission facilities, as may be expressed or implied in the Easements,

All other rights under the Easements not assigned hereunder are reserved to Assignor.

This Assignment, and the rights, obligations and interest assigned hereby shall be perpetual and shall run with the lands described within the Easements identified on Exhibit A, and shall be binding upon Assignor and Assignee and each of their respective successors and assigns. This Assignment shall be construed in accordance with the laws of the State of Wisconsin and shall be binding upon and inure to the benefit of Assignor and Assignee and all of their respective successors and assigns.

This Assignment may be executed in one or more counterparts, all of which when taken together, shall constitute one and the same instrument.

01/03/02 JOINT DISTRIBUTION (MORE THAN 25%) ON TRANSMISSION CIRCUIT REV1 X:CLIENTB\\$9495\0005\A0008270

This Assignment is made as of the 11^{4} day of January, 2002.

ASSIGNOR: Wisconsin Power and Light Company, a Wisconsin corporation

Bv: Name: Pamela 7 Wegner Title: Senior Vice President Executive Attest:

Name: Edward M. Eleason Title: Corporate Secretary

ASSIGNEE: AMERICAN TRANSMISSION COMPANY, LLC, a Wisconsin limited liability company

By: ATC Management Inc., its Manage M. By: Name: Thomas M. Finco

Name: Thomas M. Flico Title: Manager – Real Estate

ACKNOWLEDGMENTS

STATE OF WISCONSIN

COUNTY OF DANE

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Personally came before me this <u>11</u> day of <u>January</u>, 2002, the above-named Pamela **J**. Wegner, as Executive Vice President and Edward M. Gleason, as Corporate Secretary of Wisconsin Power and Light Company, a Wisconsin corporation, to me known to be the Officers who executed the foregoing instrument in such capacity and acknowledged the same.

LAUME R. SOKOLAK By: (MORASY PUBLIC Sokolo Name: Laurie R. STATE OF WAS Notary Public, Wisconsin My Commission expires: June 19, 2005

) SS.

{ADDITIONAL ACKNOWLEDGEMENT ON FOLLOWING PAGE}

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01/03/02 JOINT DISTRIBUTION (MORE THAN 25%) ON TRANSMISSION CIRCUIT REV1 X:\CLIENTB\69495\0005\A0008270

STATE OF WIS	SCONSIN)
-) SS.
COUNTY OF _	Dane)

Personally came before me this 7th day of January, 2002, the above-named Thomas M. Finco, as Manager Real Estate of ATC Management Inc., Manager of American Transmission Company, LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument in such capacity and acknowledged the same.

Thomas Lac THOMAS J. ERSTAD By: NOTARY PUBLIC Name: Thomas J. Erstad STATE OF WISCONSIN Notary Public, Wisconsin My Commission expires: September 12th, 2004

This instrument drafted by: Thomas J. Erstad, American Transmission Company LLC

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EXHIBIT "A"

		E 1/2 of the NE 1/4				
Fond du Lac	City of Fond du Lac	E 1/2 of the NE 1/4	12	15N	17E	703695
Fond du Lac		S 1/2 of the NW 1/4 and the S 1/2 of the NE 1/4	7	15N	18E	712986
Fond du Lac	City of Fond du Lac	SW 1/4 of the NW 1/4	8	15N	18E	712986
Fond du Lac		SW 1/4 of the NE 1/4 and the SE 1/4 of the NE 1/4	7	15N	18E	701721
Fond du Lac	City of Fond du Lac	SE 1/4 of the NE 1/4	7	15N	18E	701047
Fond du Lac	Town of Empire	NW 1/4 of the SW 1/4 and the NE 1/4 of the SW 1/4	8	15N	18E	701362
Fond du Lac		NE 1/4 of the SW 1/4	8	15N	18E	714021
Fond du Lac		NE 1/4 of the SW 1/4	8	15N	18E	703696
Fond du Lac		NW 1/4 of the SE 1/4 and the NE 1/4 of the SE 1/4	8	15N	18E	710007
Fond du Lac	Town of Empire	NW 1/4 of the SE 1/4	8	15N	18E	704679
Fond du Lac	Town of Empire	NE 1/4 of the SE 1/4	8	15N	18E	706704

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PARTIAL EASEMENT ASSIGNMENT

Document Number					
	ent Assignment ("Assignment") is				
	onsin Power and Light Company, a				
Wisconsin corporation ("Assignor"), and American Transmission					
Company, LLC, a Wisc	consin limited liability company				
("Assignee").					

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RECORDING FEE NO. OF PAGES RECORDED ON:	<u> </u>				
2002 JAN 28 PM	1 08				
SALLY BARBEAU REGISTER OF DEEDS FOND DU LAC COUNTY, WI					
FUND DU LAC COURTT, WI Recording Area Name and Return Address: American Transmission Company LLC Attn. Real Estate Dept. 2489 Rinden Road Cottage Grove, Wi 53527-9598					

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ASSIGNOR: Wisconsin Power and Light Company, a Wisconsin corporation

Bv: Name: Pamela 7 Wegner. Title: Senior Vice President Executive

6 Attest: Name: Edward M. Eleason

Title: Corporate Secretary

ASSIGNEE: AMERICAN TRANSMISSION COMPANY, LLC, a Wisconsin limited liability company

By: ATC Management Inc., its Manage M. By: Name: Thomas M. Finco Title: Manager - Real Estate

ACKNOWLEDGMENTS

STATE OF WISCONSIN

COUNTY OF DANE

:

Personally came before me this <u>11</u>⁴⁴ day of <u>January</u>, 2002, the above-named Pamela **J**. Wegner, as Executive Vice President and Edward M. Gleason, as Corporate Secretary of Wisconsin Power and Light Company, a Wisconsin corporation, to me known to be the Officers who executed the foregoing instrument in such capacity and acknowledged the same.

La D Jakelek	
Name: Laurie R. Sokolak	LAURIE R. SOKOLAK NOTARY PUBLIC
Notary Public, Wisconsin	STATE OF WISCONDIN
My Commission expires: June 19, 2005	

) SS.

{ADDITIONAL ACKNOWLEDGEMENT ON FOLLOWING PAGE}

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01/03/02 JOINT DISTRIBUTION (MORE THAN 25%) ON TRANSMISSION CIRCUIT REV1 X:\CLIENTB\69495\0005\A0008270

STATE OF WIS	SCONSIN)
	7) SS.
COUNTY OF _	pane)

Personally came before me this 7th day of <u>January</u>, 2002, the above-named Thomas M. Finco, as Manager Real Estate of ATC Management Inc., Manager of American Transmission Company, LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument in such capacity and acknowledged the same.

Thomas THOMAS J. ERSTAD By: NOTARY PUBLIC Name: Thomas J. Erstad STATE OF WISCONSIN Notary Public, Wisconsin My Commission expires: September 12th, 2004

This instrument drafted by: Thomas J. Erstad, American Transmission Company LLC

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	Town of Empire	NE 1/4 of the SW 1/4	8	15N	18E	703696
Fond du Lac	Town of Empire	NW 1/4 of the SE 1/4 and the NE 1/4 of the SE 1/4	8	15N	18E	710007
Fond du Lac	Town of Empire	NW 1/4 of the SE 1/4	8	15N	18E	704679
Fond du Lac Fond du Lac	Town of Empire	NE 1/4 of the SE 1/4	8	15N	18E	706704

۰ ۰ STATE OF WISCONSIN FORM No. 22

MORTGACE-By Corporation Insurance, Option, Tax and Receivesship Clanss

ST. MARY'S SPRINGS HIGH SCHOOL OF FOND DU LAC, WISCONSIN, INC.,

244547

Know all Men, That_ A Conformation of the state of Wisconsin, located and existing under and by virtue of the laws of the State of Wisconsin, located at FOA du Lac Wisconsin, party of the first part, hereinafter styled the mortgagor, in consid-Wisconsin, party of the first part, hereinafter styled the mortgagor, in consideration of the sum of One Million Three Hundred Fifty Thousand and No/100Dollars to it paid by MARINE NATIONAL EXCHANGE BANK OF MILWAUKEE. -a national banking association

_ of the second part, hereinafter _part_y__ Milwaukee, Wisconsin 'nf ' styled the mortgagee...., the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey to the said mortgagee......its / hereby and assigns forever, the following described real estate, convey to the said mortgagee... in Fond du Lac County, Wisconsin, to-wit:

PARCEL "A"

A parcel of land located in the Northeast One-quarter (NE%) of Section numbered Seven (7), Township numbered Fifteen (15) North, Range numbered Eighteen (18) East, (Town of Empire), Fond du Lac County, Wisconsin, and more particularly described as follows:

Commencing at the East One-quarter (1/4) Post of said Section numbered Seven (7), Township numbered Fifteen (15) North, Range numbered Bighteen (18) Bast. and running thence West, 1,318.80 feet along the South line of said Northeast One-guarter (NE%); thence North, 40.00 feet, at right angles to said South line, to the PLACE OF BEGINNING for the description of this parcel running:

Thence West, 210.00 feet parallel with said South line; thence South, 7.00 feet at right angles to said South line; thence West, 500.00 feet parallel to said South line; thence North, 7.00 feet at right angles to said South line; thence West, 90.00 feet parallel to said South line; thence North, 480.00 feet at right angles to said South line; thence East, 1,029.67 feet parallel to said South line, thence South 25° 35' West, 532.42 feet to the place of beginning, and containing 10.164 acres of land more or less.

PARCEL "B"

A parcel of land located in the Northeast One-quarter (NE%) of Section numbered Seven (7), Township numbered Fifteen (15) North, Range numbered Eighteen (18) Bast, (Town of Empire), Fond du Lac County, Wisconsin, and more particularly described as follows:

Commencing at the East One-quarter (法) Post of said Section numbered Seven (7) and running thence West 328.80 feet along the South line of said Northeast One-quarter (NE%); thence North, 45.00 feet to the PLACE OF BEGINNING for the description of this parcel and running:

Thence West, 735.57 feet parallel to said South line; thence North 5° 37' East, 448.45 feet; thence North 5° 30' East, 534.61 feet; thence North 2° 16' East, 294.13 feet; thence South 89° 59' East, 690.20 feet along the North line of Southeast One-quarter $(SE_{\frac{1}{2}})$, Northeast One-quarter $(NE_{\frac{1}{2}})$ of said Section numbered Seven (7); thence South 0° 06' East, 1,262.45 feet along an old fence line; thence West, 63.00 feet parallel to said South line; thence South, 10.00 feet, at right angles to said South line, to the place of beginning, and containing 21.527 acres of land more or less.



89-681