

4,14
LETTER REPORT OF TITLE

Page 191
File Number: F511506L



Port Abstract & Title LLC
P.O.Box 974
West Bend, WI 53095
262-335-2999
Fax:262-335-3966

Refer Inquiries to: Joe Nemith (jnemith@knightbarry.com)
Completed on:4/26/10 4:22 pm
Last Revised on:4/26/10 4:22 pm
Printed on:4/26/10 4:22 pm

Applicant Information

Kristin Schrader
Wisconsin Dept of Transportation - Project # 1440-15-21
944 Vanderperrin Way
Green Bay, WI 54324

Sales Representative:Craig Haskins

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

Total value: \$0.00

Fair market value: \$0.00

Legal description: A parcel of land located in the Norhteast 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 and running thence West 328.80 feet along the south line of said Northeast 1/4; 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 80° 59' East, 690.20 feet along the North line of Southeast 1/4, Northeast 1/4 of said Section 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. EXCEPTING THEREFROM those parcels as described in the following 3 Deeds:

1. Warranty Deed recorded June 17, 1994 in Volume 1188 of Records on page 681 as Document No. 557998.
2. Warranty Deed recorded October 20, 2003 as Document No. 804573.
3. Deed by Corporation recorded on November 6, 1986 in Volume 932 of Records on page 494 as Document No. 430824.

Tax Key No: FDL-15-18-07-14-751-00

Mortgages, Judgments, Liens, Taxes



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1. General Taxes for the year 2010 .
2. Security interest of Wisconsin Power and Light Company , secured party, as disclosed by Financing Statement recorded April 30, 2007 as Document No. 893395 executed by St. Mary's Springs High School , debtor.
3. Conveyance of Lands for Highway Purposes and other matters contained in the instrument recorded May 18, 1933 in Volume 242, page 310 as Document No. 179412 .
4. Electric Line Easement and other matters contained in the instrument recorded October 7, 1953 in Volume 370, page 290 as Document No. 121119 .
5. Easement and other matters contained in the instrument recorded May 13, 1964 in Volume 507, page 105 as Document No. 199519 .
6. Ingress/Egress Easement and other matters contained in the instrument recorded October 9, 1985 in Volume 905, page 918 as Document No. 415663 .
7. Easement and other matters contained in the instrument recorded May 18, 1987 in Volume 948, page 347 as Document No. 439199 .
8. High Voltage Electric Transmission Line Easement and other matters contained in the instrument recorded October 23, 2000 as Document No. 701721 .
9. Conveyance of Rights in Land and other matters contained in the instrument recorded April 6, 1988 in Volume 968, page 462 as Document No. 450463 . Re-recorded in Volume 968, page 929 as Document No. 450731.
10. High Voltage Electric Transmission Line Easement and other matters contained in the instrument recorded May 1, 2001 as Document No. 712986 .
11. Public or private rights, if any, in such portion of the subject premises as may be presently used, laid out, or dedicated in any manner whatsoever, for street, highway and/or alley purposes.

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 4/14/10 at 8:00 am , the effective date of this report, except those matters shown above .

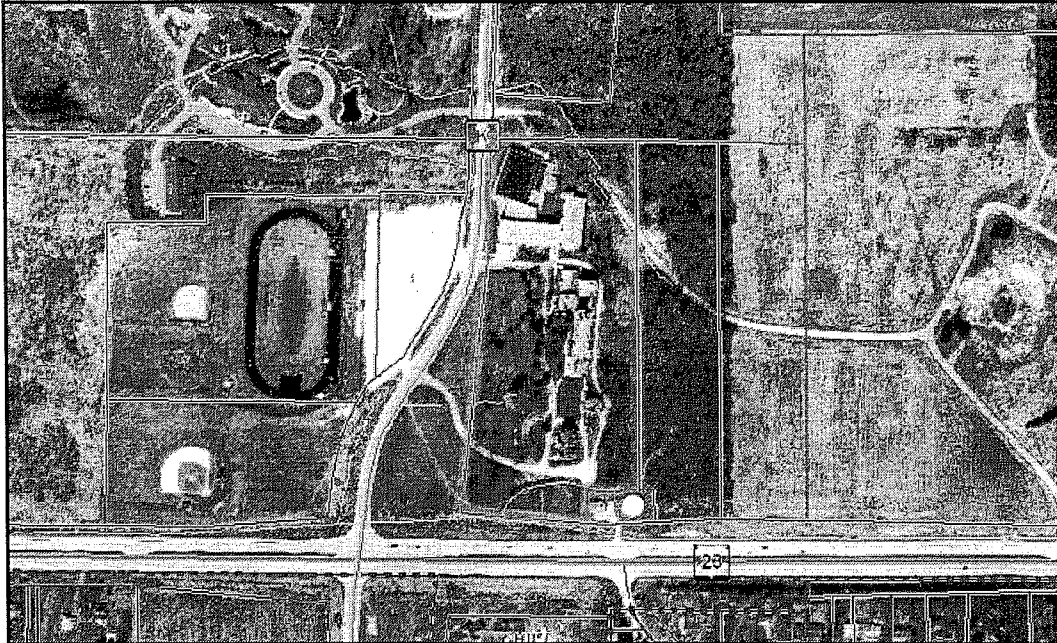
Please read the "Terms and Conditions - Letter Report of Title" set forth on the Knight-Barry Title Group website at www.knightbarry.com/termsletterreport (the "Terms and Conditions"). By accepting this Letter Report of Title, you represent that you have read and understand the Terms and Conditions and 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

Property Record for Parcel Number: FDL-15-18-07-14-751-00

Page 1 of 2

Location Information



Municipality:	CITY OF FOND DU LAC	Location Address:	255 COUNTY ROAD K
Primary Owner Name:	ST MARY'S SPRINGS	Mailing Address:	255 COUNTY ROAD K
Secondary Owner Name:	HIGH SCHOOL	City, State, Zip:	FOND DU LAC WI 54937

Property Description (As of Last Tax Bill Issued)

Legal Description: SEC 7-15-18, PART OF S1/2 NE1/4 DESC AS: COMM AT A PT 328.8FT W AND 45FT N OF SE COR THEREOF, TH W AND P/W S LI SD SEC 735.57FT, TH N05*37'E 448.45FT, TH N05*30'E 534.61FT, TH N02*16'E 294.13FT, TH S80*59'E 439.2FT ALG N LI SE1/4 NE1/4 SD SEC, TH S00*35'W

(Please refer to original source document for actual legal description)

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

Section, Town, Range:	S.7, T.15, R.18	Volume:	0	Document Number:	804573
Total Acres:	14.439	Page:	0		

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

Assessment Information

	<u>2009</u>	<u>2008</u>
Assessed Acres	14.439	14.439
Land Value	\$0.00	\$0.00
Improvement Value	\$0.00	\$0.00
Total Value	\$0.00	\$0.00
Fair Market Value	\$0.00	\$0.00
Fair Market Ratio	0.9373	0.9536

Real Estate Tax Information

	<u>2009</u>	<u>2008</u>
Original Tax	\$0.00	\$0.00
Lottery Credit	\$0.00	\$0.00
First Dollar Credit	\$0.00	\$0.00
Net Tax	\$0.00	\$0.00
Special Assessments	\$0.00	\$0.00
Total Taxes	\$0.00	\$0.00
Total Payments	\$0.00	
Balance Due	\$0.00	

Fond du Lac County Real Estate Tax Record Detail

Property Record for Parcel Number: FDL-15-18-07-14-751-00

Page 2 of 2

Taxing District Information

School District: 1862-FOND DU LAC
Vocational School District: VTAE #10-MORAINÉ PARK TECHNICAL COLLEGE
TID District:
Fire District:
Utility District:
Drainage District:

Real Estate Tax Payments

Tax Year	Payment Date	Payment Amount	Interest	Penalty	Receipt Number
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DOCUMENT NO.

244441

WARRANTY DEED

STATE OF WISCONSIN FORM 2

THIS SPACE RESERVED FOR RECORDING DATA

VOL. 615 PAGE 4
REGISTERED OFFICE
FOND DU LAC COUNTY, WIS.RECORDED AT 8:30 A.M.
NOV 7 - 1969 INVol. 615 PAGE 4
Kenneth S. Det.
REGISTER OF DEEDS

This indenture, Made this 9th day of October
A. D. 1969, between THE CONGREGATION OF SISTERS OF ST. AGNES OF FOND DU LAC, INC. Corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, located at Fond du Lac, Wisconsin, party of the first part, and ST. MARY'S SPRINGS HIGH SCHOOL OF FOND DU LAC, WISCONSIN, INC.

part Y of the second part.

Witnesseth, That the said party of the first part, for and in consideration of the sum of \$1.00 and other good and valuable consideration to it paid by the said part Y of the second part, the receipt whereof is hereby confessed and acknowledged, has given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents does give, grant, bargain, sell, remise, alien, convey, and confirm unto the said part Y of the second part, its heirs and assigns forever, the following described real estate, situated in the County of Fond du Lac, 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, 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.
2. Thence South, 7.00 feet at right angles to said South line.
3. Thence West, 500.00 feet parallel to said South line. (over)

(IF NECESSARY, CONTINUE DESCRIPTION ON REVERSE SIDE)

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 of the second part, and to its heirs and assigns FOREVER.

And the said The Congregation of Sisters of St. Agnes of Fond du Lac, Wisconsin, Inc. party of the first part, for itself and its successors, does covenant, grant, bargain and agree to and with the said part Y of the second part, its heirs and assigns, that at the time of the executing and delivery of these presents it is well seized of the premises above 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.

and that the above bargained premises in the quiet and peaceable possession of the said part Y of the second part, its heirs, and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, it will forever WARRANT and DEFEND.

In Witness Whereof, the said The Congregation of Sisters of St. Agnes of Fond du Lac, Wisconsin, Inc. party of the first part has caused these presents to be signed by Sister M. John Baptist Shaja, C.S.A. its President, and countersigned by Sister Mary Daniel Egan, C.S.A. its Secretary, at Wisconsin, and its corporate seal to be hereunto affixed, this

day of October, A. D. 1969

SIGNED AND SEALED IN PRESENCE OF

THE CONGREGATION OF SISTERS OF ST. AGNES OF FOND DU LAC, WISCONSIN, INC.

Sister M. John Baptist Shaja, C.S.A.
Sister M. John Baptist Shaja, C.S.A.

COUNTERSIGNED:

Sister Mary Daniel Egan, C.S.A.
Sister Mary Daniel Egan, C.S.A.

STATE OF WISCONSIN

Fond du Lac County, ss.

Personally came before me, this 9th day of October, A. D. 1969, Sister M. John Baptist Shaja, C.S.A. President, and Sister Mary Daniel Egan, C.S.A. Secretary 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.

THIS INSTRUMENT WAS DRAFTED BY
Dennis J. Purtell

NOTARY
SEALDennis J. Purtell

Notary Public, Wisconsin County, Wis.
My commission expires (is) permanent

(Section 39.31 (1) of the Wisconsin Statutes provides that all instruments to be recorded shall have plainly printed or typewritten thereon the names of the persons, parties, witnesses and notary. Section 39.31(3) similarly requires that the name of the person who, or governmental agency which, drafted such instrument, shall be printed, typewritten, stamped or written thereon in a legible manner.)

STATE OF WISCONSIN
FORM No. 2Wisconsin Legal Blank Company
Milwaukee, Wis. 53201-1000

WARRANTY DEED - By Corporation

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 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.
2. Thence North 5°-37' East, 448.45 feet.
3. Thence North 5°-30' East, 534.61 feet.
4. Thence North 2°-16' East, 294.13 feet.
5. Thence South 80°-59' East, 690.20 feet along the North line of SE 1/4, 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.

Provided, that should the property ever cease to be utilized by the grantee, or its successors or assigns, as and for a High School or other institution 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 aforesaid 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. _____
 THE CONGREGATION OF SISTERS
 OF ST. AGNES OF FOND DU LAC,
 WISCONSIN, INC.
 To
 ST. MARY'S SPRINGS HIGH SCHOOL
 OF FOND DU LAC, WISCONSIN, INC.

Warranty Deed

This instrument should be immediately placed on file to avoid trouble and litigation.

This space reserved for
 Register of Deeds

Return to
 MCCORMACK, PURTELL & PURCELL
 208 East Wisconsin Avenue
 Milwaukee, Wisconsin 53202

4-7-69 8:30 AM Pd 385
 WISCONSIN LEGAL BLANK COMPANY
 MILWAUKEE, WISCONSIN

EXHIBIT, NO.

WARRANTY DEED

STATE BAR OF WISCONSIN FORM 2 — 1982

557998

RECEIVED FOR RECORDING DATE

VOL 1188 PAGE 681

96 JUN 17 AM 11:04

Handwritten signature

RECORDS & DEEDS
FOND DU LAC COUNTY, WI

St. Mary's Springs High School, Inc., a Wisconsin Corporation

conveys and warrants to City of Fond du Lac, a Municipal Corporation

the following described real estate in Fond du Lac County, State of Wisconsin:

ATTN: Eugene Welsh
City of Fond du Lac
160 So. Macy St.
Fond du Lac, WI 54935 10'

FDL-15-18-07-14-751
Tax Parcel No:

Part of the Southeast 1/4 of the Northeast 1/4 of Section 7, Township 15 North, Range 18 East, City of Fond du Lac, Fond du Lac County, Wisconsin, bounded as follows:

Begin at the Southeast corner of said Northeast 1/4 of Section 7; thence South 89° 39' 05" West along the South line of said Northeast 1/4 a distance of 265.70 feet; thence North 0° 26' 55" West a distance of 179.96 feet; thence South 86° 23' 58" West a distance of 203.00 feet along the North right-of-way line of State Trunk Highway (STH) "23" to the point of beginning of the land to be described; thence South 86° 23' 58" West a distance of 150.00 feet; thence North 86° 22' 38" West a distance of 50.00 feet; thence North 03° 36' 02" West a distance of 100.00 feet; thence South 86° 22' 38" East a distance of 50.00 feet; thence North 86° 23' 58" East a distance of 150.00 feet; thence South 3° 36' 02" East a distance of 100.00 feet and point of beginning.

This conveyance is subject to the following covenants, conditions and restrictions:

1. That the premises conveyed hereon is to be used for a water reservoir and pumping station and for no other purpose without permission of the grantor herein.
2. That the structures to be built on said lands will have architecture compatible to the structures owned by said grantor and being on lands adjacent hereto and said structures shall not be constructed without written approval of Grantor which shall not be unreasonably withheld.

TRANSFER

Document Number	STATE BAR OF WISCONSIN FORM 2 - 2000 WARRANTY DEED
This Deed, made between St. Mary's Springs High School, Inc. f/k/a St. Mary's Springs High School of Fond du Lac, Wisconsin, Inc.	
Grantor, and Congregation of Sisters of St. Agnes of Fond du Lac, Wisconsin, Inc.	
Grantee. Grantor, for a valuable consideration, conveys and warrants to Grantee the following described real estate in Fond du Lac County, State of Wisconsin: Property described on Exhibit A, attached hereto and made a part hereof.	
Recording Area Name and Return Address Louis J. Andrew, Jr. Andrew Law Offices, S.C. 153 South Macy St., Box 147 Fond du Lac, WI 54936-0147	
Part of FDI-15-18-07-14-751 Parcel Identification Number (PIN) This <u>is not</u> homestead property. (X) (is not)	
Exceptions to warranties: all agreements, easements and restrictions of record. Subject to and together with Ingress/Egress Easement dated August 28, 1985, recorded October 9, 1985, at 8:55 a.m., Volume 905 of Records, Pages 918-923, Document No. 415663.	
Dated this <u>16th</u> day of <u>October</u> , 2003	
* <u>St. Mary's Springs High School, Inc., By Robb W. Jensen</u>	
* _____	
AUTHENTICATION	
Signature(s) _____	
authenticated this _____ day of _____	
* _____	
TITLE: MEMBER STATE BAR OF WISCONSIN (If not authorized by § 706.06, Wis. Stats.) THIS INSTRUMENT WAS DRAFTED BY Louis J. Andrew, Jr. Andrew Law Offices, S.C. (Signatures may be authenticated or acknowledged. Both are not necessary.)	
ACKNOWLEDGMENT	
STATE OF <u>WI</u>) Fond du Lac) ss. County)	
Personally came before me this <u>16</u> day of <u>October</u> , 2003 the above named <u>St. Mary's Springs High School, Inc., by Robb W. Jensen</u>	
to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.	
* <u>MARY LOU JOHNSON</u>	
Notary Public, State of WI	
My Commission is permanent. (If not, state expiration date: <u>August 5, 2007</u>)	

* Names of persons signing in any capacity must be typed or printed below their signature.

EXHIBIT A

A part of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 7, T. 15 N., R. 18 E., City of Fond du Lac, Fond du Lac County, Wisconsin and being more particularly described as follows:

Commencing at the Southeast corner of the Northeast $\frac{1}{4}$ of said Section 7; thence North $89^{\circ}-19'-48''$ West along the South line of the Northeast $\frac{1}{4}$ of said Section 7, 265.44 feet; thence North $00^{\circ}-34'-27''$ East, 179.99 feet to the North right-of-way line of State Trunk Highway "23" and to the point of beginning; thence North $00^{\circ}-35'-12''$ East, 1,137.34 feet; thence North $89^{\circ}-18'-09''$ West, 251.00 feet; thence South $00^{\circ}-35'-12''$ West, 1,051.55 feet; thence North $87^{\circ}-25'-20''$ East along the North line of lands owned by the City of Fond du Lac as recorded in Volume 1188, Page 681 Records, Fond du Lac County Register of Deeds Office, 42.85 feet; thence South $02^{\circ}-34'-40''$ East along the East line of said lands, 100.00 feet; thence North $87^{\circ}-25'-20''$ East along the North right-of-way line of said State Trunk Highway "23", 203.00 feet to the point of beginning.

* * * End * * *

DEED BY CORPORATION

430824

DOCUMENT NO. _____

THIS INDENTURE, made by St. Mary's Springs High School of Fond du Lac, Wisconsin, Inc., a Corporation duly organized and existing under and
by virtue of the laws of the State of Wisconsin, grantor, of Fond du Lac County,
Wisconsin, hereby conveys and warrants to State of Wisconsin, Department of Transportationgrantee xxx County of Wisconsin, for the
sum of One Hundred Forty-One Thousand Nine Hundred & No/100 (\$141,900.00) Dollars.

(Legal Descriptions are attached hereto and made a part hereof by reference.)

FEE
77.25(2)
EXEMPT

The consideration stated herein is payment in full for the property described herein and includes full compensation for items of damage set forth in sec. 32.09, Wisconsin Statutes, assuming the completion of the improvements contemplated by the relocation order or orders upon which this instrument is based.

Compensation for additional items of damage listed in sec. 32.195, Wisconsin Statutes, has not been included. If any such items are shown to exist the owner may file claims as provided in sec. 32.20, Wisconsin Statutes.

IN WITNESS WHEREOF, the said grantor has caused these presents to be assigned by Rembert G. Weakland,
OfficerSole Voting Member _____ and countersigned by Peter J. Kemmeter,
OfficerPresident _____ Wisconsin, this 11th day of July, A.D., 19 86.
Title

SIGNED AND SEALED IN PRESENCE OF

Rembert G. Weakland Corporate Name Sole voting member
Officer TitleCountersigned: Peter J. Kemmeter President
Officer TitleSignature of Rembert G. Weakland
authenticated this 11th day of July, 1986.Mike P. Fortune,
Member State Bar of Wisconsin

RECEIVED FOR RECORD

6 DAY OF Nov.
A.D., 19 86 AT 8:00O'CLOCK 8 M. AND RECORDED IN VOL.932 OF RECORDS PAGE 494-496Mary A. Brickle
Register of DeedsFond du Lac COUNTYSTATE OF WISCONSIN,
County of Fond du LacPersonally came before me, this 18th day of
July, A.D., 19 86,Peter J. Kemmeter President
OfficerOfficer _____ of the
above-named Corporation, to me known to be the person
who executed the foregoing instrument as such officer of
said Corporation, by its authority.

Notary Public

Notary Public, Fond du Lac County, WisconsinMy commission expires 8-21, A.D., 19 88This instrument was drafted by the State of Wisconsin,
Department of Transportation.

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 $89^{\circ} 39' 05''$ 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 $89^{\circ} 39' 05''$ West 803.09 feet then North $5^{\circ} 16' 05''$ East along the easterly line of C.T.H. "K" 190.75 feet; then South $86^{\circ} 22' 38''$ East 432.17 feet; then North $86^{\circ} 23' 58''$ East 353.55 feet to the owner's east property line; then South $0^{\circ} 26' 55''$ 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 $89^{\circ} 39' 05''$ West of the southeast corner of said Northeast $\frac{1}{4}$; then South $89^{\circ} 39' 05''$ West 780.85 feet to the owner's west property line, then North $0^{\circ} 20' 55''$ West 139.66 feet along said property line; then North $89^{\circ} 38' 32''$ East 299.80 feet; then North $84^{\circ} 54' 09''$ East 484.09 feet; then North $26^{\circ} 17' 54''$ East 524.17 feet then North $10^{\circ} 58' 16''$ East 292.58 feet to the westerly line of C.T.H. "K"; then South $5^{\circ} 09' 05''$ West along said line 404.05 feet; then South $25^{\circ} 14' 05''$ 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 $89^{\circ} 39' 05''$ West on a line connecting the east and the west one-quarter corners of said Section 7 1068.79 feet; then North $5^{\circ} 16' 05''$ East along the easterly line of C.T.H. "K" 190.75 feet to the point of beginning; then North $5^{\circ} 16' 05''$ East 100.04 feet; then South $86^{\circ} 22' 38''$ East 197.13 feet; then South $3^{\circ} 37' 22''$ West 100 feet; then North $86^{\circ} 22' 38''$ West 200 feet to the point of beginning.

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

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Also, from a point in the East line of the Northeast $\frac{1}{4}$ which is 85.51 feet North $1^{\circ} 11' 51''$ West of the southeast corner of the Northeast $\frac{1}{4}$, proceed South $88^{\circ} 45' 39''$ West 517.79 feet; then North $1^{\circ} 14' 21''$ West 88.06 feet to the point of beginning; then North $1^{\circ} 14' 21''$ West 34.42 feet; then South $89^{\circ} 38' 32''$ West 138.10 feet; then South $0^{\circ} 21' 28''$ East 37.22 feet; then South $86^{\circ} 22' 38''$ East 40.10 feet; then North $86^{\circ} 23' 58''$ 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 $\frac{1}{4}$ 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.

VOL 932 PAGE 496

15
3

DOC# 893395

Filed
APR. 30, 2007 AT 08:53AM

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

WISCONSIN POWER AND LIGHT COMPANY
P.O. BOX 77007
MADISON, WI 53707

filed

Patricia Kraus

PATRICIA KRAUS
REGISTER OF DEEDS
FOND DU LAC COUNTY
Fee Amount: \$15.00

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
ST MARYS SPRINGS HIGH SCHOOL

OR

1b. INDIVIDUAL'S LAST NAME

2c. MAILING ADDRESS
255 COUNTY ROAD K
FOND DU LAC
WI 54935
USA

1d. TAX ID #: SSN OR EIN *
NOT REQUIRED IN WIS *

ADD'L INFO RE ORGANIZATION DEBTOR

1e. TYPE OF ORGANIZATION
EDUCATION

1f. JURISDICTION OF ORGANIZATION

1g. ORGANIZATIONAL ID #, if any
☒ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME

2c. MAILING ADDRESS

2d. TAX ID #: SSN OR EIN *
NOT REQUIRED IN WIS *

ADD'L INFO RE ORGANIZATION DEBTOR

2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

2g. ORGANIZATIONAL ID #, if any
☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
WISCONSIN POWER AND LIGHT COMPANY

OR

3b. INDIVIDUAL'S LAST NAME

3c. MAILING ADDRESS
P.O. BOX 77007
MADISON
WI 53707
USA

4. This FINANCING STATEMENT covers the following collateral:

- (29) FLOURESCENT FIXTURES COOPER 2HB532AUNVEB82/PLUS
- (18) T-8 FLOURESCENT BALLAST ADVANCE RL2S86
- (16) PL LAMP TCP UB2312
- (6) PL LAMP TCP 28942

5. ALTERNATIVE DESIGNATION (if applicable): ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. ☒ This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. ☐ Attach Acknowledgment. ☐ If applicable: 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional) ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/98)

* An individual's social security number is not required to be placed on the form in Wisconsin (See Instructions)

Cong. of St.
Agnes
to
F.D.L. County

It having been deemed necessary, for the proper improvement of a State Trunk Highway, to change or relocate a portion thereof through lands owned by Congregation of the Sisters of St. Agnes in the Town of Empire, Fond du Lac County, and a plat showing the existing location and the proposed change having been filed with the County Highway Committee and with the County Clerk of said County, by the State Highway Commission as required by Section 83.08; and the said County Highway Committee having dealt by contract with the owner of said lands;

KNOW ALL MEN BY THESE PRESENTS, That the said owner, for a valuable consideration, to-wit: the sum of Eighteen Hundred Fifty and No/100ths-----Dollars (\$1850.00) in hand paid, the receipt of which is hereby acknowledged and it being understood that the junction of north and south road and new connecting road to north will be graded wide enough to permit easy turn to south to allow traffic access to present entrance to academy grounds, and that the same will be gravelled to the entrance, do hereby grant and convey to Fond du Lac County, Wisconsin, for highway purposes as long as so used, the lands of said owner necessary for said relocation, shown on the said plat and described as follows, to-wit:

A strip of land in the southwest quarter of the northeast quarter of Section 7, Town 15 North, Range 18 East, and described as follows:

The south 40 feet of the northeast quarter of Section 7, Town 15 North, Range 18 East, which begins 74 feet east of the west line of the northeast quarter of said Section 7, and extends east a distance of 550 feet, also the south 40 feet of the northeast quarter of said Section 7 which begins 1124 feet east of the west line of the northeast quarter of said Section 7 and extends east a distance of 210 feet, excepting those portions included in the above descriptions which have already been released for highway purposes. All as shown on the plat filed in accordance with Section 83.08 of the Statutes of 1925; and containing 0.13 acres more or less.

Also, a parcel of land in the southwest quarter and the southeast quarter of the northeast quarter of Section 7, Town 15 North, Range 18 East, and described as follows:

That portion of the southwest quarter and the southeast quarter of the northeast quarter of Section 7, Town 15 North, Range 18 East, which begins 1334 feet east of the west line of the northeast quarter of said Section 7, thence easterly 187 feet along the present northerly line of the highway running easterly through said Section 7 to a point, thence northerly 497 feet along the present westerly line of the public highway running northerly and southerly through the northeast quarter and the southeast quarter of said Section 7 to a point, thence southwesterly 529 feet to the point of beginning, all as shown on the plat filed in accordance with Section 83.08 of the Statutes of 1925, and containing 1.07 acres of land more or less.

Also, a strip of land in the southeast quarter of the northeast quarter of Section 7 and the southwest quarter of the northwest quarter of Section 8, Town 15 North, Range 18 East, and described as follows:

That portion of the southeast quarter of the northeast quarter of Section 7, Town 15 North, Range 18 East, and the southwest quarter of the northwest quarter of Section 8, Town 15 North, Range 18 East, which begins 1584 feet east of the west line of the northeast quarter of said Section 7, and extends easterly a distance of 2399 feet, which portion shall be included between a line 45 feet northerly from and parallel to the center line of said highway as established by Wisconsin Highway Commission survey for Federal Aid Project 427-A, and the present northerly line of said highway, excepting that portion between a point 2324 feet distant and a point 2724 feet distant easterly along the center line of said highway from the intersection

of the center line of said highway with the westerly line of the northeast quarter of said Section 7, which portion shall be included between a line 55 feet northerly from and parallel to the center line of said highway, and the present northerly line of said highway, excepting also that portion between a point 2724 feet distant and a point 3724 feet distant easterly along the center line of said highway, from the intersection of the centerline of said highway with the westerly line of the northeast quarter of said Section 8, which portion shall be included between a line 40 feet northerly from and parallel to the center line of said highway and the present northerly line of said highway, all as shown on the plat filed in accordance with Section 83.08 of the Statutes of 1925; and containing 0.65 acres more or less.

This conveyance shall be binding on the grantor, their 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.....
being the owner and holder of certain.....lien...against said premises, do hereby join in and consent to said conveyance free of said lien.

WITNESS the hand and seal of the grantor and the person joining in and consenting to this conveyance, this 17th day of May, 1926

In Presence of

Charles F. Freiberg
J.S. McCullough

Congregation of the Sisters of St. Agnes
Mother M. Marcella Kettner Pres.
Sister M. Meinrod
Secretary

State of Wisconsin }
Fond du Lac County } ss

Personally came before me this 17th day of May, 1926, the above named Mother M. Marcella Kettner, President and Sister M. Meinrod to me known to be the persons who signed the foregoing instrument and acknowledged the same.

(NOTARIAL SEAL)

Charles F. Freiberg
Notary Public
My commission expires May 1st 1927

Received for record this 18th day of May A.D. 1933 at 3:00 o'clock P.M. and recorded in Volume 242 of Deeds on pages 310 and 311.

J. B. Bunnhorst
Register of Deeds.

ELECTRIC LINE EASEMENT

Line Title Pond du Lac KohlerNo. 6N.W. 2091D 370 290Grantor Congregation of St. Agnes Inc.

in consideration of One Hundred Twenty Five and 00/100 Dollars, (\$ 125.00)
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
pole 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
Town of Empire, County of Pond du Lac, State of Wisconsin,
the center line of which line of structures is now laid out and staked and is described as follows, to-wit:

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 R 17E, 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 grantor agrees that no hay or grain stacks, buildings, trees,
tanks or windmills or other structures shall be placed within Code feet of the center line of said electric line
structures; and that the grantee has the right to trim or remove such trees as may be located within Code
feet 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 crops, 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

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.

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

WITNESS the hand and seal of the grantor 1st day of October A.D. 1953

In presence of:

Sister M. Lucile, C.S.A.
Signature
(Print) Sister M. Lucile, C.S.A.

Sister M. Anacleto, C.S.A.
Signature
(Print) Sister M. Anacleto, C.S.A.

Signature
(Print)

Signature
(Print)

Signature
(Print)

Signature
(Print)

Mother M. Albertonia, C.S.A.
Signature
(Print) Mother M. Albertonia, C.S.A. (SEAL)

Sister M. Fidelis, C.S.A.
Signature
(Print) Sister M. Fidelis, C.S.A. (SEAL)

Signature
(Print)

Signature
(Print)

Signature
(Print)

Signature
(Print)

REVENUE
STAMPS CANCELLED.



State of Wisconsin

County of Fond du Lac } SS

370 291

Personally came before me this 30th day of Sept A.D. 19 53
the above named Mother M. Albertonia, C.S.G.

known to be the person who executed the foregoing instrument and acknowledged the same.



Notary Public Margaret Schaller
Fond du Lac County

My commission expires Apr. 24 19 57

State of Wisconsin

County of Fond du Lac } SS

Personally came before me this 30th day of Sept A.D. 19 53
the above named Sister M. Fidelis, C.S.G.

known to be the person who executed the foregoing instrument and acknowledged the same.



Notary Public Margaret Schaller
Fond du Lac County

My commission expires Apr. 24 19 57

Register's Office
Fond du Lac County, Wis.
Received for record this 2nd
day of October A.D. 19 53
at 8:22 O'clock AM and
recorded in Vol. 322 of Deeds
on page 290
James H. Harkness
Register of Deeds

121119

199519

0.5 to the 100th of a mile

EASEMENT
WPL 2280-GGrantor(s) Sisters Of St. Agnes

in consideration Two Hundred and Seventy Five no/100 Dollars, (\$ 275.00) to it 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 enter upon, and to construct, maintain, repair, and replace a gas main or pipe and associated appurtenances on, in, over and across land owned by the grantor (s) in the Township of Empire County of Fond du Lac, State of Wisconsin, said easement to be 20 feet in width lying 10 feet North of and 10 feet South of the reference line described as follows:

Beginning at a point in the west right-of-way line of C.T.H. "K", being a point in the $S\frac{1}{2}$ of the $NE\frac{1}{4}$ of Section 7, T15N, 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 $SW\frac{1}{4}$ of the $NW\frac{1}{4}$ 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 $NE\frac{1}{4}$ 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 $S\frac{1}{2}$ of the $NE\frac{1}{4}$ and the $NE\frac{1}{4}$ of the $NE\frac{1}{4}$ of Section 7 and the south 70 feet of the $SW\frac{1}{4}$ of the $NW\frac{1}{4}$ of Section 8, all in T15N, R18E.

Grantee is also granted the right to use for construction purposes a strip of land 10 feet in width parallel with and immediately adjacent to the _____ edge of above described easement.

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 10 feet of the gas main or pipe and associated appurtenances.

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.

WITNESS the hand _____ and seal _____ of the grantor _____ this 24th day of April

In presence of:

Sister M. Giovanni, C.S.G.
(Print) Sister M. Giovanni, C.S.G.

Sister Mary Daniel, C.S.G.
(Print) Sister Mary Daniel, C.S.G.

Matthew M. Bonito, P.E.
(Print) Matthew M. Bonito, P.E.

(Print) _____ (Seal)

(Print) _____ (Seal)

(Print) _____ (Seal)

This instrument was drafted by:

Eugene A. Kline
507-105

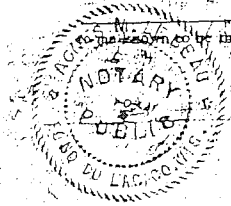


REVENUE
STAMPS CANCELLED

STATE OF WISCONSIN)
) SS
County of Fond du Lac)

Personally appeared before me this 24 day of March A.D. 19 64

Walter M. Reuter, President, Congregation of St. Anne



to me known to be the person (s) who executed the foregoing instrument and acknowledged the same.

Alphonse M. LeBeau
(Print) Alphonse M. LeBeau

Notary Public Fond du Lac County, Wis.
My Commission expires April 14, 1968

STATE OF _____)
) SS
County of _____)

Personally appeared before me this _____ day of _____ A.D. 19 _____

to me known to be the person (s) who executed the foregoing instrument and acknowledged the same.

(Print) _____

Notary Public _____ County, Wis.
My Commission expires _____

American Power & Light Co.

5-13-64 8:30 AM Chp
1.50

Register's Office
Fond du Lac County, Wis.
Received for record this 23
day of May A.D. 19 64
at 8:30 O'clock A M. in
Vol 507 of Record on page 105
Kenneth S. Bely
REGISTER OF DEEDS

415662

REGISTER'S OFFICE

Fond du Lac County, Wis.
Recorded at 1:52 PM

OCT - 9 1985

Vol. 905 Records Page 918-922
MARY A. BRICKLE
REGISTER OF DEEDS

INGRESS/EGRESS EASEMENT

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00) to it paid, the receipt hereof is whereby acknowledged, ST. MARY'S SPRINGS HIGH SCHOOL OF FOND DU LAC, WISCONSIN, INC. (hereinafter "Springs"), a not-for-profit corporation organized under the Laws of the State of Wisconsin, owner and Grantor does hereby convey unto:

CONGREGATION OF SISTERS OF ST. AGNES OF FOND DU LAC, WISCONSIN, INC., a not-for-profit corporation organized under the Laws of the State of Wisconsin,

1. Grantee, it successors and assigns, a right of way easement for ingress/egress over and across a roadway across the portion of SPRINGS property which provides the only direct access to Nazareth Heights, which property is more specifically described in Exhibits attached hereto and incorporated herein by reference.

2. The location of the easement area of the easement hereinbefore granted with respect to the premises of the Grantor is as shown on the drawing attached hereto, marked Exhibit B and incorporated by reference herein.

3. Grantor reserves all uses of the easement area not inconsistent with this grant, provided, however, that Grantor -- shall not obstruct, impede or interfere in the reasonable use of the above-described easement for the purpose of ingress and egress to and from Nazareth Heights.

4. By its acceptance of the within agreement, which acceptance shall be evidenced by the filing of the same for record or by use by Grantee of the rights under this agreement, Grantee covenants and agrees that it will perform, at its sole cost, all maintenance, repairs, replacement and restoration of the easement area necessary to keep the same in good order. Grantee covenants to undertake any such maintenance, repairs, replacement and restoration only after prior written notice to

#4
855 Colvin
et al Law of J.

VOL 905 PAGE 918

Grantor (except in cases of emergency when such notice is not practicable), and in a manner and at such time as Grantor may approve. Grantor's approval shall not be unreasonably withheld. In the event of an emergency, Grantee agrees to give Grantor written notice of such maintenance, repairs, replacement and restoration immediately upon completion of such work. Grantee further agrees to bear the sole responsibility for keeping the easement area free of snow and ice in winter and will undertake such maintenance without written notice to Grantor.

5. Grantee covenants that it will not permit or suffer any lien to be put upon or arise or accrue against the easement area or any parts thereof in favor of any person or persons furnishing either labor or materials for any work herein contemplated. Grantee further agrees to hold Grantor, and the easement area, free and clear of any and all liens or rights or claims of lien, or similar law, of the State of Wisconsin, now in force or hereafter to be enacted.

6. This agreement shall be binding upon and inure to the benefit of the Grantor, its successors and assigns, and upon all parties claiming by, through or under it, and the easement herein granted shall run with the land and shall be appurtenant to and for the benefit of the property which is currently owned by Grantee and is contiguous to the easement area.

7. Any notice, demand, request, consent, approval, designation or other communication (collectively "Notice") which either Grantor or Grantee is required to or desires to give or make or communicate to the other shall be in writing and shall be given or made or communicated by United States registered or certified mail, return receipt requested, addressed in the case of the Grantee to:

St. Mary's Springs High School
of Fond du Lac, Wisconsin, Inc.
Route 6
Fond du Lac, WI 54935

and addressed in case of Grantor to:

WITNESS:

CONGREGATION OF SISTERS OF ST. AGNES
OF FOND DU LAC, WISCONSIN, INC.

Sister Lucina Halbur, CSA
Sister Lucina Halbur, CSA

Sister Judith Schmidt, CSA
President
Sister Judith Schmidt, CSA

Sister Leona Armstrong, CSA
Sister Leona Armstrong, CSA

Sister Mildred Ryan, CSA
Secretary
Sister Mildred Ryan, CSA

STATE OF WISCONSIN)
COUNTY OF Fond du Lac) SS

On the 28 day of June, 1985, before me personally came Sister Judith Schmidt, CSA and Sister Mildred Ryan, CSA, to me known and known by me to be the persons who executed the foregoing instrument and to me known to be said officers of said corporation, and acknowledge that they executed the foregoing instrument as such officers as a deed of said corporation, by its authority.

J. L. Evans
Notary Public, State of Wisconsin
My Commission: 9-20-82

This Instrument Was Drafted
by Tracey L. Klein, Esq.

EXHIBIT A

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:

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 feet.
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.

EXHIBIT B



Main Title STH "23"/CTH Relocation
Tract No. 6
Work Order No. 5905-24-869021

Grantor(s) St. Mary's Springs High School of Fond-du-Lac, Wisconsin, Inc.

in consideration one dollar and other valuable consideration — Dollars, (\$^{-1.00}) to it 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 enter upon, and to construct, maintain, repair, and replace a gas main or pipe and associated appurtenances on, in, over and across land owned by the grantor (s) in the Town _____ of Empire _____ County of Fond du Lac _____, State of Wisconsin, said easement to be 20 feet in width lying 10 feet each side XXXXX XXXXXXXXXXXXXXXXXXXXXXXXXX for use hereinafter as follows:

Grantee is also granted the right to use for construction purposes a strip of land 20 feet in width parallel with and immediately adjacent to the ^{XX} each edge of above described easement.

Said Grantor (s) agrees that no building or other structure shall be erected within _____feet of the gas main or pipe and associated appurtenances, but the right is hereby expressly reserved to said grantor, _____ heirs, successors or assigns of every use and enjoyment of said land not inconsistent with the maintenance, operation, repair or removal of the above described equipment.

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

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

(Print) Peter J. Kemmeter, President (Seal)

William Hunt (Seal)

(Print) F. William Harvat, Secretary

(Seal)

(Print) The Grantors do hereby accept

This instrument was drafted by:
Thomas J. Erstad

[Signature] lump sum payment in consideration (Seal)
of the grant of the easement. PK
(Print)

Thomas J. Erstad

STATE OF WISCONSIN)
) SS
County of FOND DU LAC)

Personally appeared before me this 6 day of MAY A.D. 19 87,
Peter J. Kemmeter, and F. William Harvat, Secretary of St. Mary's

Springs High School of Fond du Lac, Wisconsin, Inc.
to me known to be the person (s) who executed the foregoing instrument and acknowledged the same.

(Print) Herman W. Frohst

Notary Public State of Wisconsin

My Commission expires 2/3/91

STATE OF _____)
) SS
County of _____)

Personally appeared before me this _____ day of _____ A.D. 19 _____

to me known to be the person (s) who executed the foregoing instrument and acknowledged the same.

(Print) _____

Notary Public State of Wisconsin _____

My Commission expires _____

SUBORDINATION AGREEMENT
(EXHIBIT C)

For and in consideration of the sum of \$1.00, receipt of which is hereby acknowledged, and for other valuable consideration, the undersigned (whether one or more), being the owner of an interest in the real estate described in the ~~Electric~~^{gas} Line Easement to which this Exhibit is attached and made a part thereof, said interest arising by virtue of that certain reversion clause contained in that certain deed recorded on 11/07/69 in Volume 615 of Records on page 4 as Document Number 244441 and by virtue of that certain agreement for Reversion of Property as recorded on 8/29/85 in Volume 903 of Records on pages 55-63 as Document Number 414002 in the office of the Register of Deeds for Fond du Lac, Fond du Lac County, Wisconsin, do hereby subordinate and do hereby declare to be subordinate the said interest of the undersigned to the said easement interest of the Wisconsin Power and Light Company are more fully set forth in the said ~~Electric~~^{gas} Line Easement.

Dated this 5th day of September, 1986.

The Congregation of the Sisters of
St. Agnes of Fond du Lac, Wisconsin, Inc.

By: Sr. Jean Steffes, CSA (SEAL)

Sr. JEAN STEFFES CSA (SEAL)

Attest: Sister Mildred Ryan, CSA (SEAL)

SISTER MILDRED RYAN CSA (SEAL)

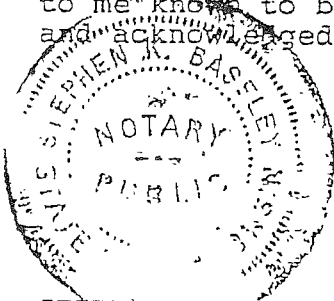
STATE OF WISCONSIN)

) ss:

COUNTY OF Fond du Lac

Personally came before me this 18 day of March,
1987, the above named Sister Jean Steffes, C.S.A and Sister Mildred
Rvan, C.S.A.

to me known to be the persons(s) who executed the foregoing instrument
and acknowledged the same.



Stephen K Baseley
Stephen K. Baseley
Notary Public, State of
My Commission (Expires) (is) July 31, 1988

STATE OF _____)

) SS

COUNTY OF _____)

Personally came before me, this _____ day of _____,
19____, the above named _____

to me known to be the person _____ who executed the foregoing
instrument and acknowledged the same.

Notary Public, State of _____

My Commission(Expires) (is) _____

This instrument was drafted by:
THOMAS J. ERSTAD

REGISTER'S OFFICE

Fond du Lac County, Wis.

Recorded at 8:45 M

MAY 18 1987

Vol. 948 Records Page 347-350

MARY A. BRICKLE

REGISTER OF DEEDS

VOL. 948 PAGE 350

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.

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 placed 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 than 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.

RECEIVED FOR RECORD

00 OCT 23 AM 9:46

Mary A. Smith
REGISTER OF DEEDS
FOND DU LAC 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**

Parcel Identification Number(s)

**FdL 15-18-07-13-501
FdL 15-18-07-14-751**

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

WITNESS the signature(s) of the Grantor(s) this 17th day of OCTOBER, 2000.

St. Mary's Springs High School

Signature (SEAL)

Printed Name

Signature (SEAL)

Printed Name

Signature

Printed Name

Signature

Printed Name

ACKNOWLEDGEMENT

STATE OF WISCONSIN }
COUNTY OF **FOND DU LAC** } ss

Personally came before me this 17th day of OCTOBER, 2000, the above named RONALD W. RUSCH

to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Signature of Notary

Printed Name of Notary

Notary Public, State of Wisconsin

My Commission Expires (Is) JAN. 5, 2003

ACKNOWLEDGEMENT

STATE OF _____ }
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 instrument 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

Checked By KENNETH HELGERSON

September 1, 2000
RC:pm/Real Estate/Ease-2000/Ease-0064(EHV)/1-2/000905a

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

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 1/4) 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

Dated this 17th day of OCTOBER, 2000.

WITNESSED BY:

GRANTORS: ST. MARY'S SPRINGS HIGH SCHOOL

Ronald W. Rusch (SEAL)
Signature

RONALD W. RUSCH

Signature

Signature

Signature

STATE OF WISCONSIN)
COUNTY OF FOND DU LAC)

Personally came before me, this 17th day of OCTOBER, 2000, the above-named RONALD W. RUSCH
to me known to be the person who executed the foregoing instrument and acknowledged the same.

Ronald E Conard
RONALD E CONARD

This instrument was drafted by:

Ron Conard

Notary Public, State of JAN. 5, 2003 Wisconsin

My Commission (expires) (is)
JAN. 5, 2003

STATE OF _____)
COUNTY OF _____)

Personally came before me, this _____ day of _____, 2000, the above-named _____
to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of _____

My Commission (expires) (is)

RC:pm
Real Estate/Forms/
HighVltEase-ExhA/2/000208

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

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 \$ 19,000⁰⁰/₁₀₀

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. 3 of 10

450731

~~450463~~

EO860 1185

DOCUMENT NO.

State of Wisconsin/Department of Transportation

CONVEYANCE OF RIGHTS IN LAND, made by Wisconsin

Power and Light Company, a Wisconsin corporation

grantor, hereby grants to the STATE OF WISCONSIN, Department of Transportation, Division of Highways and Transportation Services, grantee, for the sum of One and no/100 (\$1.00)

Dollar and Other Good and Valuable Consideration

acknowledged hereby to be payment in full for the easement 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 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 Towns of Fond du Lac, Empire and Forest Fond du Lac County, Wisconsin, and are shown on the map marked Plat of Right-of-Way required for Project ID. 1442-01-21, filed by the grantee with the County Clerk and County Highway Committee of the said County as required by Section 84.09(1), Wisconsin Statutes.

Legal Description:

SEE ATTACHMENT A

This space reserved for recording date

REGISTER'S OFFICE

Fond du Lac County, Wis.

Recorded at 8:11 M

MAR 30 1988

Vol. 968 Records Page 462

MARY A. BRICKLE

REGISTER OF DEEDS

RETURN TO: Wisconsin Dept. of Transportation

REGISTER'S OFFICE

Fond du Lac County, Wis.

Recorded at 8:11 M

APR - 6 1988

Vol. 968 Records Page 929-950

MARY A. BRICKLE

REGISTER OF DEEDS

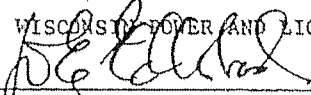
The grantor reserves to itself the right to cross, traverse, or otherwise occupy these lands with the present and future overhead or underground transmission lines and appurtenant facilities and supporting structures in a manner consistent with the purposes of this grant, and in a manner which will not 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 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 18th day of JANUARY 19 88

(SEAL)

WISCONSIN POWER AND LIGHT COMPANY



D. E. Ellestad
Vice President

(SEAL)

(SEAL)

Mary Fujimoto

Mary Fujimoto
Assistant Secretary

(SEAL)

AUTHENTICATION

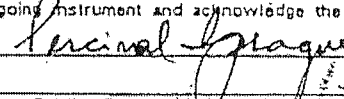
Signature(s) _____
authenticated this ____ day of _____, 19 ____
TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____)
authorized by s.706.06, Wis Stats.

Signatures may be authenticated or acknowledged.
Both are not necessary.

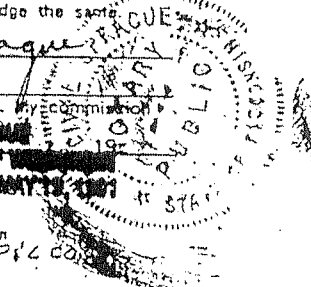
ACKNOWLEDGEMENT

STATE OF WISCONSIN,
Dane County.
Personally came before me, this 18th day of
JANUARY 19 88 the above named
D. E. Ellestad, Vice President
and
Mary Fujimoto, Assistant Secretary

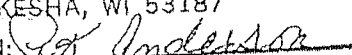
to me known to be the person(s) who executed the
forgoing instrument and acknowledge the same.



Notary Public, State of Wisconsin. My commission
expires PERCIVAL SPRAGUE
NOTARY PUBLIC STATE OF WISCONSIN
MY COMMISSION EXPIRES MAY 13, 1991



RETURN TO:

WIS. DEPT. OF TRANSPORTATION
DISTRICT 2 OFFICE
P.O. BOX 649
WAUKESHA, WI 53187
ATTN: 

This instrument was drafted by the State of Wisconsin, Department of Transportation
CHECKED & REVISED BY THOMAS ERSTAD - WP 4 208

VOL 968 PAGE 463
VOL 968 PAGE 930

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 Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) 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) 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 Northeast Quarter (NE 1/4) and the Southwest Quarter (SW 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;

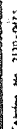
Also, the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of Section 7, Town 15 North, Range 19 East, Town of Forest, all in the County of Fond du Lac, Wisconsin; which are parts of lands acquired or to be acquired under Project 1442-01-21 for the reconstruction of State Highway "23" and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

<u>Volume</u>	<u>Page</u>	<u>Document No.</u>	<u>Volume</u>	<u>Page</u>	<u>Document No.</u>
370 M	290	121119	371 M	138	121716
371 M	146	121720	589	378	233366
590	627	233828	601	371	238403
370 M	288	121118	372 M	107	122443
371 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
370 M	284	121116	370 M	282	121115
370 M	286	121117	371 M	148	121721
370 M	436	121293	370 M	440	121295
370 M	462	121309	370 M	438	121294
371 M	158	121726	589	384	233369
371 M	394	121998	371 M	150	121722
589	382	233368			

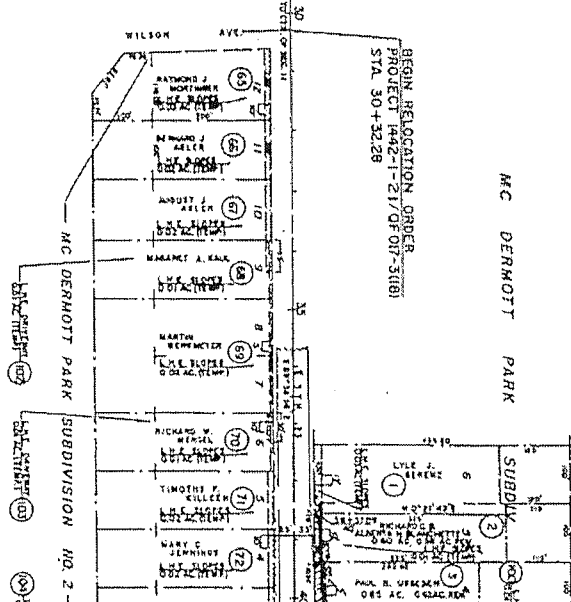
JD:smc/18X.1/1/870618a

VOL 968 PAGE 931
VOL 968 PAGE 464





PARCEL NUMBER	OWNER	INTEREST REQUIRED	AGREEMENT				SCHEDULE OF PAYMENTS	
			LHE.	ACRES	NO. BARS	EXISTING	TOTAL	NO. BARS
1	LITE J. ROBERT	LHE.	0.03					
201	ROBERT B. ALBERTS & ROBERT L. ALBERTS	FEE LHE.	0.01	0.02		0.05	0.56	
3	PAUL B. OVERSTEN	FEE LHE.	0.01	0.03		0.04	0.63	
4	ROBERT L. WETZEL	FEE LHE.	0.01	0.04		0.04	0.61	
341	ROBERT M. SMITH	FEE		0.02		0.02	0.49	
641	WAYNE E. ZUEGE	FEE		0.04		0.04	0.21	
731								
43	RAYMOND J. MONTGOMERY	LHE.	0.03					
56	RONALD J. ANDERSON	LHE.	0.02					
67	ALBERT J. ANDERSON	LHE.	0.02					
1001	ROBERT L. WETZEL	LHE.	0.01					
10161	ROBERT M. SMITH	LHE.	0.01					
102	DAVID L. ANDERSON	LHE.	0.01					
10341	FRANK W. SMITH	LHE.	0.04					
1041	ALBERT P. CASSELL	LHE.	0.01					
1051								
1061								
1071								
1081								
1091	WAYNE E. ZUEGE	LHE.						
110	ALBERT J. ANDERSON	DECLARATION		0.04				
1101	ALBERT J. ANDERSON	DECLARATION		1.66	1.31	2.97	48.74	



--- "GUESSING ORIENTATION AND GRID COORDINATES"
 A group of Weyl dual solutions is shown to be dense in the space of all
 generalized systems with 0 singularities, it includes in particular
 the 1000000. The difference between projected dual lattices
 (representing plane waves) in discrete lattices and proceeds to the
 nearest second, after dual distances are found from the
 nearest lattice nodes and may be compared to grid lengths
 obtained by the method of the 1000000.

Document Number

**High Voltage Electric
Transmission Line Easement**

Wis. Stat. Sec. 182.017(7)

0712986

RECORDING FEE 24
NO. OF PAGES 8
RECORDED ON:

2001 MAY 1 AM 9 05

SALLY DAREHAM
REGISTER OF DEEDS
FOND DU LAC COUNTY, WI

Record this document with the Register of Deeds

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 placed 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 than 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.

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 consideration of the grant of this easement.

WITNESS the signature(s) of the Grantor(s) this 16th day of April, 2001,

Congregation of Sisters of St. Agnes of Fond du Lac, WI, Inc.

Signature (SEAL)

Printed Name

Signature (SEAL)

Printed Name

S. Mary Mollison, CSA
Signature (SEAL)

S. MARY MOLLISON, CSA
Printed Name

S. Patricia Hayes, CSA
Signature (SEAL)

S. Patricia Hayes, CSA
Printed Name

ACKNOWLEDGEMENT

STATE OF WISCONSIN }
COUNTY OF FOND DU LAC } ss

Personally came before me this 16th day of April, 2001, the above named
S. MARY MOLLISON, CSA & S. PATRICIA HAYES, CSA

to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Herttha Longo
Signature of Notary

HERTHA LONGO
Printed Name of Notary

Notary Public, State of Wisconsin

My Commission Expires (Is) March 6, 2004

ACKNOWLEDGEMENT

STATE OF _____ }
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 instrument 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

Checked By Kenneth Helgerson

September 1, 2000

RC:pm/Real Estate/Ease-2000/Ease-0065(EHV)/1-2/000905d

Line Title: Ledgeview Tap

Work Order No.: 5908-11-488401

Tract No. 2 of 10

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 09 seconds West, 33 feet to a point and 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 guys, 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 Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 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.

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 April, 2001

WITNESSED BY:

GRANTORS: CONGREGATION OF ST. AGNES SISTERS
OF ST. AGNES OF FOND DU LAC, WI, INC.

S. Mary Mollison, CSA (SEAL)
Signature

S. Mary Mollison, CSA
S. Patricia Hayes, CSA (SEAL)
Signature

S. Patricia Hayes, CSA
(SEAL)
Signature

(SEAL)
Signature

STATE OF WISCONSIN)
COUNTY OF Fond du Lac)

Personally came before me, this 16 day of April, 2001, the above-named
S. Mary Mollison, CSA & S. Patricia Hayes, CSA
to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Hertha Longo
HERTHA LONGO

This instrument was drafted by:

Notary Public, State of Wisconsin

Ron Conard

My Commission (expires) (is)
March 6, 2004

STATE OF _____)
COUNTY OF _____)

Personally came before me, this _____ day of _____, 2001 the above-named _____
to me known to be the person _____ who executed the foregoing instrument and acknowledged the same.

Notary Public, State of _____

My Commission (expires) (is)

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

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 CITY OF FOND DU LAC County of FOND DU LAC; 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 DU 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:

Date 4-16-01

Herttha Longo
Signature

S. Mary Molhison CSA
Signature

HERTHA LONGO
Printed Name

S. MARY MOLHISON, CSA
Printed Name

S. Patricia Hayes, CSA
Signature

S. Patricia Hayes, CSA
Printed Name