

75 4.14
LETTER REPORT OF TITLE

Par 192
File Number: F511510L



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 4:14 pm
Last Revised on:4/26/10 4:14 pm
Printed on:4/26/10 4:14 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: City of Fond du Lac, a Municipal Corporation

Property address: 1641 East Johnson Street, Fond du Lac, WI 54936

Land value: \$0.00

Improvement value: \$0.00

Total value: \$0.00

Fair market value: \$0.00

Legal description: 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 "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.

Tax Key No: FDL-15-18-07-14-751-01

Mortgages, Judgments, Liens, Taxes



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1. Taxes for the year 2009 are exempt.
2. General Taxes for the year 2010 .
3. Easement 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 March 30, 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 .

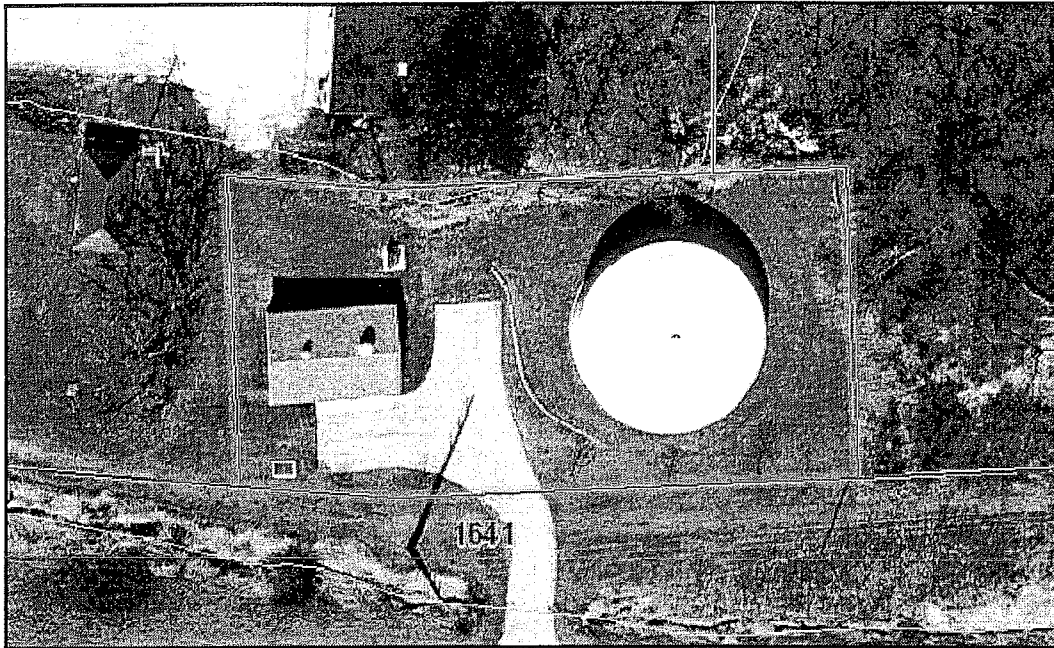
Please read the "Terms and Conditions - Letter Report of Title" set forth on the Knight-Barry Title Group website at www.knightbarry.com/termsletterreport (the "Terms and Conditions"). By accepting this Letter Report of Title, you represent that you have read and understand the Terms and Conditions and 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-15-18-07-14-751-01

Page 1 of 2

Location Information



Municipality:	CITY OF FOND DU LAC	Location Address:	1641 E JOHNSON ST
Primary Owner Name:	CITY OF FOND DU LAC	Mailing Address:	%CITY CLERK
Secondary Owner Name:	NE BOOSTER PUMP STATION	City, State, Zip:	FOND DU LAC WI 54936 0150

Property Description (As of Last Tax Bill Issued)

Legal Description: SEC 07-15-18, PART OF SE1/4 NE1/4 DESC AS: COM SE COR SD NE1/4, TH WLY ALG S LI SD NE1/4 265.7FT, TH WLY 203FT ALG N ROW LI OF STH 23 TO POB, TH S86°23'58"W 150FT, TH N86°22'38"W 50FT, TH N03°36'02"W 100FT, TH S86°22'38"E 50FT, TH N86°23'58"E 150FT, TH S0

(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:	1188	Document Number:	0
Total Acres:	0.459	Page:	681		

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	0.459	0.459
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-15-18-07-14-751-01

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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FUNDAMENTAL

WARRANTY DEED

STATE BAR OF WISCONSIN FORM 2 — 1982

557998

VOL 1188 PAGE 681

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

94 JUN 17 AM 11:04

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

RECEIVED
FOND DU LAC COUNTY, WI

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

RETURN TO ATTORNEY Eugene Welsch
City of Fond du Lac
1601 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

1/27/12
 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 S
 Mother M. Marcella Kettner Pres. S
 Sister M. Meinrod S
 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.

Register of Deeds.

ELECTRIC LINE EASEMENT

Line Title Fond du Lac KohlerNo. 6

N.W. 2091D

Grantor 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 Fond 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 seals of the grantor, this 1st day of October A.D. 1953.

In presence of:

Sister M. Lucile, C.S.A.

Signature

(Print)

Sister M. Anacleto, C.S.A.

Signature

(Print)

Signature

(Print)

Signature

(Print)

Signature

(Print)

Signature

(Print)

Mother M. Albertonia, C.S.A.

Signature

(Print)

Sister M. Fidelis, C.S.A.

Signature

(Print)

Signature

(Print)

Signature

(Print)

Signature

(Print)

Signature

(Print)

REVENUE
STAMPS CANCELLED.



State of Wisconsin

County of

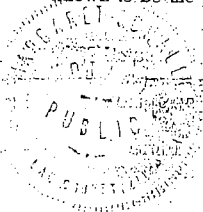
Fond du Lac } SS

7.31046

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. 21, 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. 21, 19 57

Register's Office
Fond du Lac County, Wis.
Received for record this 27th
day of October A.D. 19 53
at 8:00 O'clock A.M. and
recorded in Vol. 320 of Deeds
on page 290
J. B. Bunnell
Register of Deeds

12119

199519

63-61-64-1-1

EASEMENT
WPL 2240-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 Pond 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 A.D. 1947

In presence of:

X Sister M. Giovanni, C.S.A.
(Print) Sister M. Giovanni, C.S.A.

X Sister M. Danish, C.S.A.
(Print) Sister M. Danish, C.S.A.

X Sister Mary Daniel, C.S.A.
(Print) Sister Mary Daniel, C.S.A.

(Print) _____ (Seal)

(Print) _____ (Seal)

(Print) _____ (Seal)

(Print) _____ (Seal)

This instrument was drafted by:

Eugene A. Kraus

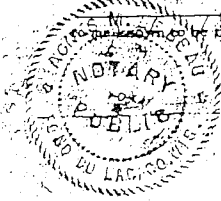
No 507 PAGE 105

REVENUE
STAMPS CANCELLED

STATE OF WISCONSIN)
County of Fond du Lac) SS

Personally appeared before me this 2nd day of April A.D. 1964

Matthew M. Quetta, President, Congregation of St. Anne



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

James M. LeBeau
(Print) James M. LeBeau

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

STATE OF _____)
County of _____) SS

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.

Register's Office
Fond du Lac County, Wis.
Received for record this 13
day of May A.D. 19 64
at 8:30 O'clock 8 M. in
Vol. 507 of Record on page 105
Kenneth S. Ditz
REGISTER OF DEEDS

5-13-64 8:30 AM Ch
1.50

415662

REGISTER'S OFFICE

Fond Du Lac County, Wis.
Recorded at 1:34 PM

OCT - 9 1985

Vol. 905 Records Page 918-923
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

#1
855 (Colvin)
et al Law ofc.

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:

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

Sister Judith Schmidt, CSA
President
Sister Judith Schmidt, CSA

Sister Mildred Ryan, CSA
Secretary
Sister Mildred Ryan, CSA

On the 28 day of June, 1985, before me personally came Sister Judith Schmidt, C.S.A. and Sister Mildred Ryan, C.S.A., 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.

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



WPL 2388-J

Work Order No. 5905-24-869021

This instrument was drafted by:
Thomas J. Erstad

W.P.V.K.
B-192

(Print) _____ VOL. 948 PAGE 347

Madison 53701

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

Personally appeared before me this 6 day of MAY A.D. 19 88,
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. Froehke

Notary Public State of Wisconsin Herman W. Froehke

My Commission expires 2/13/91

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)

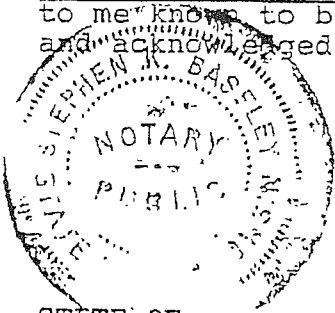
STATE OF WISCONSIN)

) 55:

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
Ryan, 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 _____)
COUNTY OF _____) SS

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 --- 2 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)

RECEIVED FOR RECORD

00 OCT 23 AM 9:46

Mary J. Smith
REGISTER OF DEEDS
FOND DU LAC COUNTY, WI

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:

Record this document with the Register of Deeds

See Exhibit "A" attached hereto.

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 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.

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

Ronald W. Rusch
Signature (SEAL)

RONALD W. RUSCH
Printed Name

Signature (SEAL)

Printed Name

Signature (SEAL)

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.

Ronald E. Conard
Signature of Notary

RONALD E. CONARD
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 (SEAL)

Signature (SEAL)

Signature (SEAL)

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/
HighVoltEase-ExhA/2/000208

Real Estate/Misc-2000/0913-HighVoltEase-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

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

This indenture, Made this 9th day of October A. D., 1969, between St. Mary's Springs Academy of Fond du Lac, Wisconsin, Inc., a 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 The Congregation of Sisters of St. Agnes of Fond du Lac, Wisconsin, a 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 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 Dollars, to it paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has given, granted, bargained, sold, remised, released and quit-claimed, and by these presents does give, grant, bargain, sell, remise, release and quit-claim unto the said party of the second part, and to its successors 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.
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.

FEE

77,237

EXEMPT

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: (see insert on back)

We have and to hold the same, together with all and singular the appurtenances and privileges thereunto belonging or in any wise thereto appertaining, and all the estate, right, title, interest and claim whatsoever of the said party of the first part, either in law or equity, either in possession or expectancy of, to the only proper use, benefit and behoof of said party of the second part, its successors and assigns FOREVER.

In Witness Whereof, the said St. Mary's Springs Academy of Fond du Lac, Wisconsin, Inc., party of the first part, has caused these presents to be signed by Sister M. John Baptist Shaja, its President, and countersigned by Sister M. Dolores Brogan, its Secretary, at Fond du Lac, Wisconsin, and its corporate seal to be hereto affixed, this 9th day of October, A. D., 1969.

SIGNED AND SEALED IN PRESENCE OF

Dennis J. Purtell
David V. Purcell

St. Mary's Springs Academy of Fond du Lac, Wisconsin, Inc.
Sister M. John Baptist Shaja
Sister M. Dolores Brogan, C.S.A.

STATE OF WISCONSIN

Fond du Lac

County

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

Received for Record this _____ day of _____

A. D., 19____ at _____ o'clock _____ M.

(SEAL)

Register of Deeds

Deputy Register of Deeds

Notary Public _____ Fond du Lac _____ County, Wis.

My commission expires 6. permanent A. D., 19____This instrument was drafted by Dennis J. Purtell

No. **244202**

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

TO

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

Quit Claim Deed

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

This space reserved for
Register of Deeds

REGISTER'S OFFICE
FOND DU LAC COUNTY, WIS.

RECORDED AT 5:20 P.M.

OCT 28 1969

Vol. 64 Page 295

Kenneth S. Batz

REGISTER OF DEEDS

Return to

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

11-28-69 \$130.00

WISCONSIN LEGAL BLANK COMPANY
MILWAUKEE, WISCONSIN

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 89°-59' East, 690.20 feet along the North line of SE 1/4, NE 1/4 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.

DOCUMENT NO.

244441

WARRANTY DEED
STATE OF WISCONSIN - FORM 2
THIS SPACE RESERVED FOR RECORDING DATA

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 encasing 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. 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.
Secretary

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. PurtellNotary Public, Thurman 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, attorneys and notary. Section 39.31 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.)

WARRANTY DEED - By Corporation

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

Vol. 615 PAGE 4
REGISTER'S OFFICE
FOND DU LAC COUNTY, WIS.
RECORDED AT 8:30 M.
NOV 7 - 1969
IN
Vol. 615 Page 4
Kenneth S. D.
REGISTER OF DEEDS

RETURN TO

FEE

2725(6)

EXEMPT

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

11-7-69 8:30 AM Pd 308
WISCONSIN LEGAL BLANK COMPANY
MILWAUKEE, WISCONSIN

CONVEYANCE OF LANDS FOR HIGHWAY PURPOSES

232334
(Sec. 83.08)

FEE

77,352
EXEMPT

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 northeast 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 northeast quarter of Section 8, Town 15 North, Range 18 East, which begins 1564 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.

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.

In Presence of

State of Wisconsin }
Fond du Lac County } 88

Notary Public

Almond B. McHugh
 310 17th Ave. Waukegan, Ill. 53184
 11-18-71 1:20 PM Page 2

To _____

COUNTY _____

Conveyance of Lands
 for Highway Purposes.

Register's Office
 Foxe DuBois County, Wis.

Received for record this 18
 day of Nov. A. D. 1971
 at 1:20 o'clock P. M. and re-
 corded in Vol 655

Records
 of Deeds on Page 424
 H. H. Ostry
 Registrar of Deeds

450731450463

EO660 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 I.D. 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:

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 483
REGISTER OF DEEDS
RETURN TO: Wisconsin Dept. of Transportation 446
800

SEE ATTACHMENT A

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 1988

(SEAL) WISCONSIN POWER AND LIGHT COMPANY
D. E. Ellestad
Vice President

(SEAL) Mary Fujimoto
Assistant Secretary

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 1988 the above named

D. E. Ellestad, Vice President
and

Mary Fujimoto, Assistant Secretary

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

Perceval Sprague
Notary Public, State of Wisconsin

My Commission Expires MAY 15, 1991

RETURN TO:

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

This instrument was drafted by the State of Wisconsin, Department of Transportation

RECKED & REVISED BY THOMAS ERSTAD - WP/L

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 Southeast Quarter (SE 1/4) of the Northeast Quarter of Section 7, the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) and the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) and the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) and the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of Section 8, the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) and the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) and the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) and the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of Section 9, the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) and the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) and the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) and the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of Section 10, the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) and the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) and the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) and the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of Section 11, the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) and the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) and the Southwest Quarter (SW 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.

Volume	Page	Document No.	Volume	Page	Document No.
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

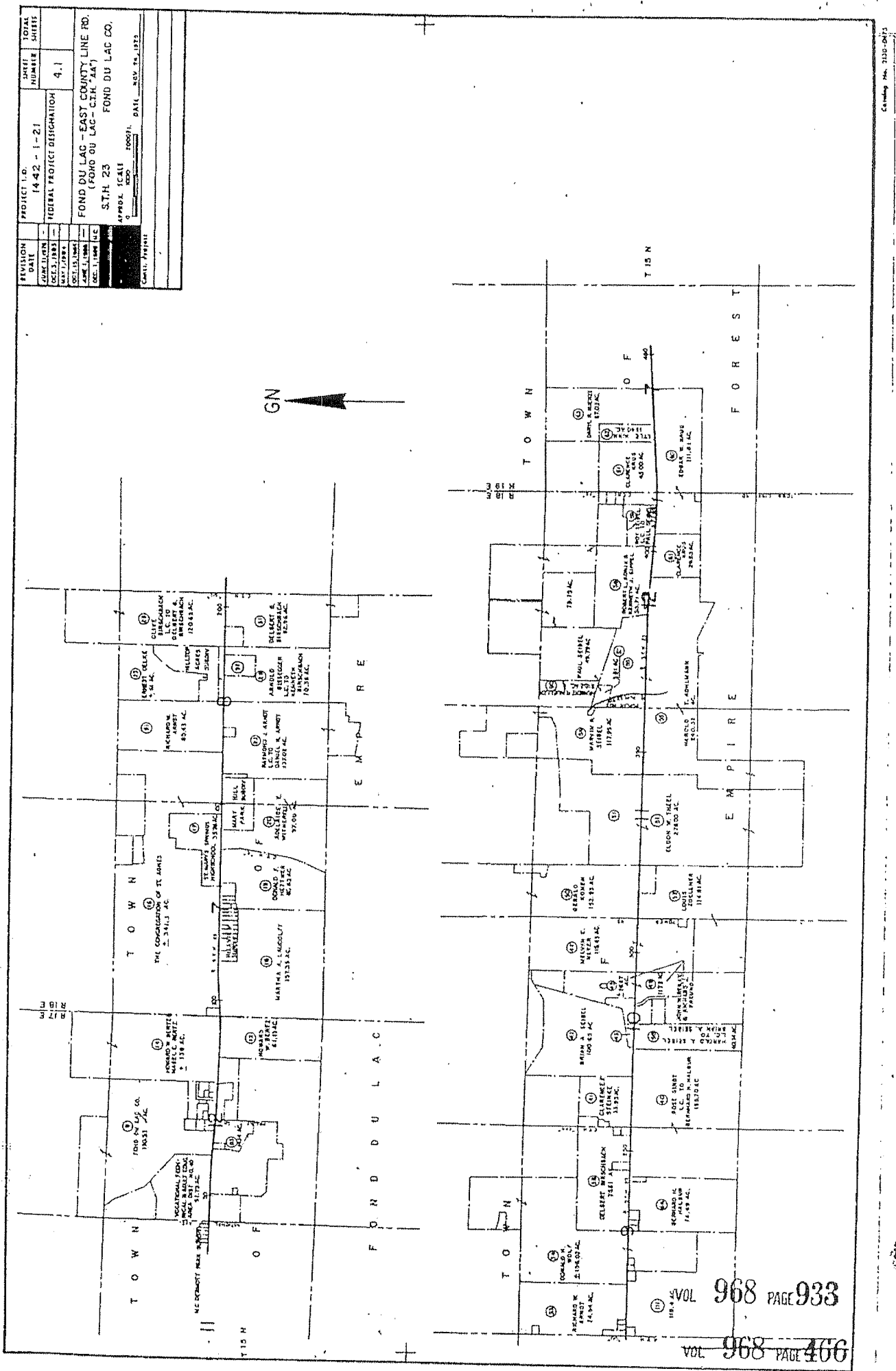
VOL 968 PAGE 931
VOL 968 PAGE 464

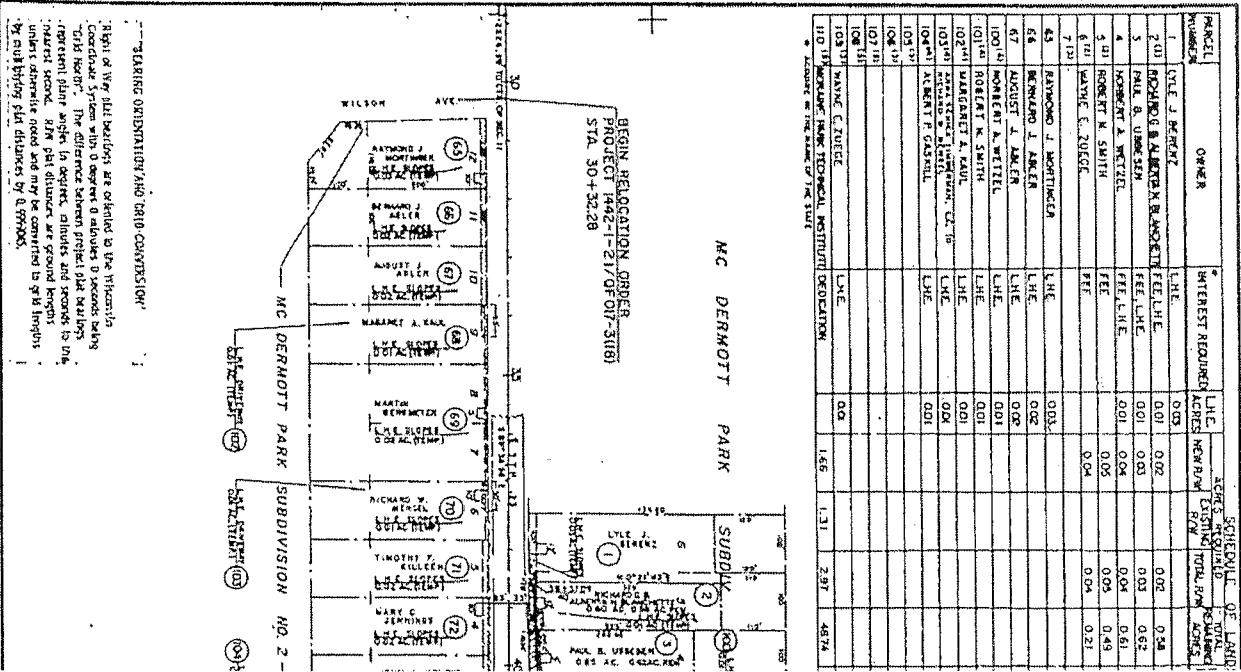
STATE LINE	BUILDING	POLE
CORNER LINE	IRON PIN	1.2°
TOWNSHIP AND RANGE LINES	POWER POLE	2°
SECTION LINE	RAIL LINE	3°
QUARTER LINE	TRANSMISSION TOWER	4°
STANDARD LINE	UNDERGROUND	5°
NEW CORNER LINE	CABLE MARKER	6°
NEW PIN LINE	WELL	7°
OLD PIN LINE	STONE MONUMENT	8°
PRIORITY LINE	WIRE	9°
CORPORATE LIMITS	STAKE	10°
SURVEY INTERCEPTS	STAKE	11°
LOT, 1/2 AND OTHER MINOR	STAKE	12°
DASHED LINES	STAKE	13°
UNDEVELOPED FACILITY	STAKE	14°
(POWER, TELEPHONE,	STAKE	15°
TELEGRAPH, GAS, ETC.)	STAKE	16°
NO ACCESS (Isolation)	STAKE	17°
LIMITED HIGHWAY VESSEMENT	STAKE	18°
(Shading on left of Aerial Photo)	STAKE	19°
ACCESS POINT	STAKE	20°
ACRES	STAKE	21°
AHEAD	STAKE	22°
AND OTHERS	STAKE	23°
BACK	STAKE	24°
BATH	STAKE	25°
CENTRAL ANGLE OF DELTA	STAKE	26°
CHANNEL CHANGE	STAKE	27°
CONCRETE	STAKE	28°
COUNTY	STAKE	29°
CROSS TRAIL MARK	STAKE	30°
DEED	STAKE	31°
DEGREE OF CURVE	STAKE	32°
ESTATE	STAKE	33°
EXTERIOR DISTANCE	STAKE	34°
GARAGE	STAKE	35°
HOUSE	STAKE	36°
INTERSECTION ANGLE	STAKE	37°
LENGTH OF CURVE	STAKE	38°
LAND CONTRACT	STAKE	39°
LIMITED HIGHWAY EASEMENT LINE	STAKE	40°
MONUMENT	STAKE	41°
NORTH EAST	STAKE	42°
NORTH WEST	STAKE	43°
POINT OF INTERSECTION	STAKE	44°
POINT OF TANGENCY	STAKE	45°
PROPERLY LINE	STAKE	46°
RADIUS	STAKE	47°
REFERENCE LINE	STAKE	48°
REMAINING	STAKE	49°
RIGHT OF WAY	STAKE	50°
ROAD	STAKE	51°
SHED	STAKE	52°
SOUTHEAST	STAKE	53°
SOUTHWEST	STAKE	54°
STATE	STAKE	55°
STATE TRUNK HIGHWAY	STAKE	56°
TANGENT	STAKE	57°
TANGENT LENGTH OF CURVE	STAKE	58°
TOTAL	STAKE	59°
TRANSIT LINE	STAKE	60°
TRAVEL	STAKE	61°
TRAVEL	STAKE	62°
TRAVEL	STAKE	63°
TRAVEL	STAKE	64°
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TRAVEL	STAKE	97°
TRAVEL	STAKE	98°
TRAVEL	STAKE	99°
TRAVEL	STAKE	100°

117	4,5	RICHARD C. HALTER
118	4,1B	WISCONSIN ELL, INC.
119	4,1B	DONALD F. NETTWER
120	4,1B	ST. MARY'S SPRINGS MONASTERY
121	4,1B	VERNE LOPAU, JR.
122	4,1B	ROBERT H. ABTHORN

Layout
Scale 0 2 mi.
Total Net Length of Centerline - 7.786 mi.

[illegible]





Document Number

**High Voltage Electric
Transmission Line Easement**

Wis. Stat. Sec. 182.017(7)

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

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

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

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

0712986

RECORDING FEE 24
NO. OF PAGES 8
RECORDED ON:

2001 MAY 1 AM 9 05

SALLY PATRICK
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 15-18-07-24-999, 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 58 seconds West, 231 feet to a pole hereinafter referred to as Point A; thence South 85 degrees 30 minutes 09 seconds West, 33 feet to a point and there terminating; thence, returning to the aforesaid Point of Beginning; thence North 89 degrees 38 minutes 58 seconds East, 863 feet to a pole hereinafter referred to as Point "B"; thence, South 49 degrees 54 minutes 58 seconds East, 16 feet to a point and there terminating; also an easement for necessary down 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

Signature (SEAL)

Signature (SEAL)

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.

Idurtha 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)

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

RC:pmReal Estate/Misc-2000/0208HighVltEaseExhA-01/2/000208a

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