

416
LETTER REPORT OF TITLE

Par 208
File Number: F512213L



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

Refer Inquiries to: Janis Krebs (janis@knightbarry.com)
Completed on:5/1/10 11:02 am
Last Revised on:5/1/10 11:02 am
Printed on:5/1/10 11:02 am

Applicant Information

Kristin Schrader
Wisconsin Dept of Transportation - Project #1440-15-00
944 Vanderperrin Way
Green Bay, WI 54324

Sales Representative:Craig Haskins

Property Information

Owner(s) of record:Michael J. Baumhardt

Property address:Vacant Land

Land value: \$5,900.00

Improvement value: \$0.00

Total value: \$5,900.00

Fair market value: \$5,900.00

Legal description: The East 1/2 of the Northwest 1/4 of the Southwest 1/4 of Section 8, Township 15 North, Range 18 East, Town of Empire, Fond du Lac County, Wisconsin.

Excepting therefrom a parcel of land located in the Northwest 1/4 Southwest 1/4 of Section 8, Township 15 North, Range 18 East and described as follows: Beginning at the Southeast corner of Lot 8 of the Plat of Mary Hill Park and describing this parcel more particularly as follows;

1. Thence North 1° 23' 00" West, 189.97 feet along the Easterly line of said plat to the Southerly right of way line of State Highway "23".
2. Thence North 88° 58' 02" East, 100.00 feet along said right of way line.
3. Thence South 1° 23' 00" East, 601.43 feet along a line 100.00 feet Easterly and parallel with the East line of said plat.
4. Thence South 88° 17' 00" West, 100.00 feet at right angles to said plat line to the plat line.
5. Thence North 1° 23' 00" West, 412.07 feet along said plat line to the place of beginning.

As contained in Deeds recorded in Volume 815 of Records on pages 789 to 794, inclusive.

And further excepting therefrom that portion conveyed to John G. George and Susan A. George, husband and wife, as survivorship marital property by Warranty Deed recorded as Document No. 699583.

AND ALSO excepting therefrom that portion as described in the Deed recorded November 1, 1971 in Volume 655, page 428, as Document No. 262338.

Tax Key No: T08-15-18-08-10-001-00

Mortgages, Judgments, Liens, Taxes



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1. General Taxes for the year 2010 .
2. Taxes for the Year 2009 in the amount of \$94.25 , and all prior years are paid.
3. Mortgage from Michael J. Baumhardt to M&I Marshall & Ilseley Bank in the amount of \$297,140.00 dated September 25, 2008 and recorded October 3, 2008 as Document No. 924386 .
4. Mortgage from Michael Baumhardt to Richard J. Freund and Nancy A. Freund, as Trustees of The Freund Revocable Trust dated September 15, 1994 in the amount of \$140,000.00 dated September 26, 2008 and recorded October 3, 2008 as Document No. 924387 .
5. Option Agreement and other matters contained in the instrument recorded December 19, 1975 in Volume 730, page 990 as Document No. 304537 .
6. Option Agreement and other matters contained in the instrument recorded April 12, 1976 in Volume 735, page 43 as Document No. 307466 .
7. Right of Way Grant and other matters contained in the instrument recorded December 29, 1980 in Volume 823, page 462 as Document No. 365825 .
8. Wisconsin Nonpoint Source Water Pollution Abatement Program Cost Share Agreement and other matters contained in the instrument recorded April 19, 1994 in Volume 1181, page 120 as Document No. 554468 .
9. High Voltage Electric Transmission Line Easement and other matters contained in the instrument recorded October 16, 2000 as Document No. 701362 .
10. Partial Easement Assignment and other matters contained in the instrument recorded January 28, 2002 as Document No. 736734 .
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 4/16/10 at 8:00 am , the effective date of this report, except those matters shown above .

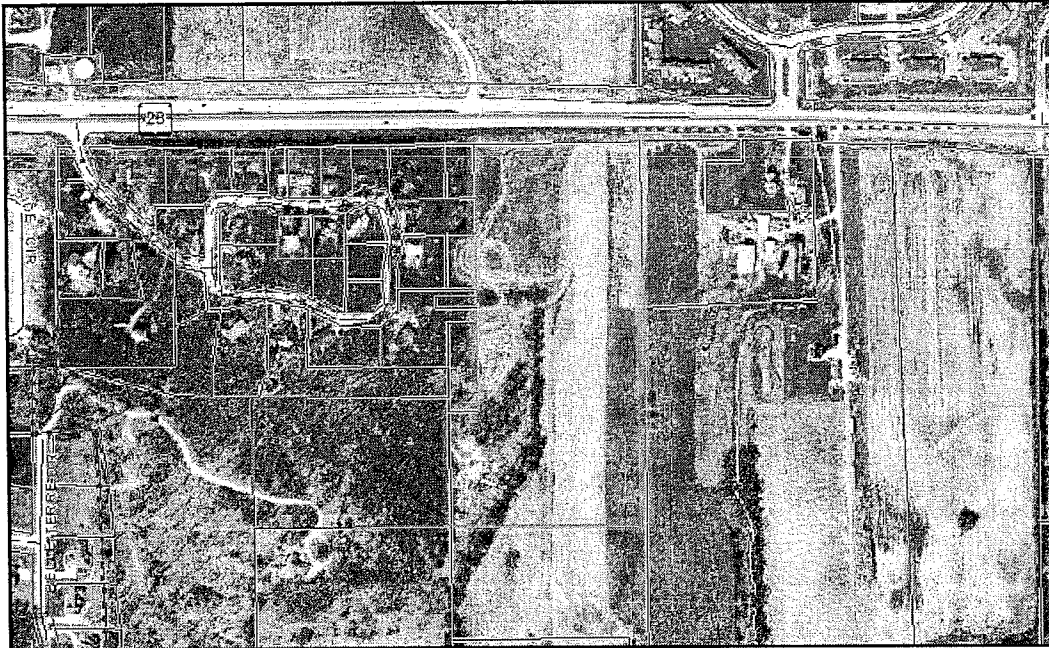
Please read the "Terms and Conditions - Letter Report of Title" set forth on the Knight-Barry Title Group website at www.knightbarry.com/termsletterreport (the "Terms and Conditions"). By accepting this Letter Report of Title, you represent that you have read and understand the Terms and Conditions and 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: T08-15-18-08-10-001-00

Page 1 of 2

Location Information



Municipality: TOWN OF EMPIRE
Primary Owner Name: MICHAEL J BAUMHARDT
Secondary Owner Name:

Location Address:
Mailing Address: W4665 COUNTY ROAD B
City, State, Zip: EDEN WI 53019 1117

Property Description (As of Last Tax Bill Issued)

Legal Description:

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

S8 T15N R18E E 1/2 OF NW 1/4 SW 1/4 EXC STRIP OF LAND 100' WIDE AS REC IN V815-789-794 & 699583 (924385) 17.93A

(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.8, T.15, R.18

Volume: 0

Document Number: 924385

Total Acres: 17.93

Page: 0

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

Assessment Information

	<u>2009</u>	<u>2008</u>
Assessed Acres	17.93	17.93
Land Value	\$5,900.00	\$3,900.00
Improvement Value	\$0.00	\$0.00
Total Value	\$5,900.00	\$3,900.00
Fair Market Value	\$5,900.00	\$4,700.00
Fair Market Ratio	1.0032	0.8272

Real Estate Tax Information

	<u>2009</u>	<u>2008</u>
Original Tax	\$94.25	\$72.30
Lottery Credit	\$0.00	\$0.00
First Dollar Credit	\$0.00	\$0.00
Net Tax	\$94.25	\$72.30
Special Assessments	\$0.00	\$0.00
Total Taxes	\$94.25	\$72.30
Total Payments	\$94.25	
Balance Due	\$0.00	

Document Number

State Bar of Wisconsin Form 7-2003
TRUSTEE'S DEED

Document Name

DOC# 924385

Recorded
Oct. 03, 2008 AT 08:53AM

THIS DEED, made between LeRoy L. Arndt

as Trustee of Revocable Family Trust of Daniel R. Arndt

("Grantor," whether one or more), and Michael J. Baumhardt

("Grantee," whether one or more).

Grantor conveys to Grantee, without warranty, the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Fond du Lac County, State of Wisconsin ("Property") (if more space is needed, please attach addendum):

See attached

PATRICIA KRAUS
REGISTER OF DEEDS
FOND DU LAC COUNTY
Fee Amount: \$17.00
Transfer Fee: \$1,311.60

Recording Area

Name and Return Address
Michael J. Baumhardt
W4370 State Road 23
Fond du Lac, WI 54935

See attached

Parcel Identification Number (PIN)

Dated Sept. 26, 2008

LeRoy L. Arndt, TRUSTEE (SEAL)
* LeRoy L. Arndt, trustee

____ (SEAL)

* _____ (SEAL)

* _____ (SEAL)

AUTHENTICATION

Signature(s) _____

authenticated on _____

* _____

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not,
authorized by Wis. Stat. § 706.06)

THIS INSTRUMENT DRAFTED BY:
ZACHERL, O'MALLEY & ENDEJAN, S.C.
Attorney Frank J. Endejan

ACKNOWLEDGMENT

STATE OF Wisconsin)

Fond du Lac) ss.
COUNTY)

Personally came before me on SEPTEMBER 26, 2008
the above-named LeRoy L. Arndt, trustee

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

* KURT PETIK

Notary Public, State of Wisconsin

My commission (is permanent) (expires: JAN 8, 2012)

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

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATION TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

*Type name below signatures.

©2003 STATE BAR OF WISCONSIN

FORM NO. 7-2003

INFO-PRO™ Legal Forms - 1800/655-2021 - info@proforms.com

LEGAL DESCRIPTION

The East Half (E 1/2) of the Southwest Quarter (SW 1/4) of Section 8, Township 15 North, Range 18 East, Town of Empire, Fond du Lac County, Wisconsin. Excepting therefrom a parcel of land described as follows:

Commencing at the West Quarter post of said Section 8; thence running East along the East-West Quarter line of said Section 8, 1675.9 feet to the place of beginning for the description of this parcel and running:

1. Thence continuing East, 237.57 feet along said East-West Quarter line.
2. Thence South 3° 11' West, 280.90 feet.
3. Thence North, 88° 57' West, 56.00 feet.
4. Thence North, 25° 57' West, 49.00 feet.
5. Thence North, 88° 57' West, 13.00 feet.
6. Thence South, 25° 57' East, 49.00 feet.
7. Thence North, 88° 57' West, 153.20 feet.
8. Thence North, 276.50 feet to the place of beginning.

and further excepting that portion conveyed to the State of Wisconsin Department of Transportation by Deed recorded in Vol. 908 of Records on pages 195-196.

And further excepting:

1. That portion conveyed to Todd E. Reader and Jean T. Reader, husband and wife by deed recorded in Vol. 1088 of Records on page 719, as Document No. 514109.
2. That portion conveyed to Richard B. Arndt and Nadine L. Arndt, his wife, as survivorship marital property by deed recorded in Vol. 1130 of Records on page 383, as Document No. 532738.
3. That portion conveyed to Richard B. Arndt and Nadine L. Arndt, husband and wife, as survivorship marital property by Warranty Deed recorded in Vol. 1428 of Records on page 984, as Doc. No. 661259
4. That part of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) and Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section 8, Township 15 North, Range 18 East, Town of Empire, Fond du Lac County, Wisconsin and more particularly described as follows:

Commencing at the Northwest corner of the Southwest 1/4 of said Section 8 and running thence North 89° 41' 42" East along the North line of the Southwest 1/4 of said Section 8, a distance of 2663.96 feet; thence South 0° 27' 44" East along the East line of the Southwest 1/4 of said Section 8, a distance of 92.36 feet; thence North 85° 20' 41" West along the South right of way line of State Trunk Highway "23", a distance of 387.56 feet; thence North 88° 01' 44" West along said right of way line, 100.50 feet; thence South 02° 18' 23" East along the East line of lands described in the Fond du Lac County Register of Deeds office in Volume 1428 of Records on page 984, a distance of 1243.21 feet to the point of beginning; thence continuing South 02° 18' 23" East, 600.00 feet; thence South 81° 22' 51" West, 909.05 feet; thence North 0° 36' 13" West along the West line of line of East 1/2 of the Southwest 1/4 of said Section 8, a distance of 1435.75 feet; thence North 87° 41' 37" East, 65.72 feet; thence South 02° 18' 23" East along the West line of said Volume 1428 of Records on page 984 land, a distance of 735.16 feet; thence North 87° 41' 37" East along the South line of said Volume 1428 of Records on page 984 land, 795.16 feet to the point of beginning.

5. That portion conveyed to Michael J. Baumhardt by Warranty Deed recorded as Document Number 801601.

The East Half (E 1/2) of the West Half (W 1/2) of the Southwest Quarter (SW 1/4) of Section 8, Township 15 North, Range 18 East, Town of Empire, Fond du Lac County, Wisconsin.

Excepting therefrom a parcel of land located in the Northwest Quarter (NW 1/4) Southwest Quarter (SW 1/4) of Section 8, Township 15 North, Range 18 East and described as follows: Beginning at the Southeast corner of Lot 8 of the Plat of Mary Hill Park and describing this parcel more particularly as follows:

1. Thence North 1° 23' 00" West, 189.97 feet along the Easterly line of said plat to the Southerly right of way line of S.T.H. "23".
2. Thence North 88° 58' 02" East, 100.00 feet along said right of way line.
3. Thence South 1° 23' 00" East, 601.43 feet along a line 100.00 feet Easterly and parallel with the East line of said plat.
4. Thence South 88° 17' 00" West, 100.00 feet at right angles to said plat line to the plat line.
5. Thence North 1° 23' 00" West, 412.07 feet along said plat line to the place of beginning.

As contained in deeds recorded in Vol. 815 of Records on pages 789 to 794, inclusive.

And further excepting therefrom that portion conveyed to John G. George and Susan A. George, husband and wife, as survivorship marital property by Warranty Deed recorded as Doc. No. 699583.

That part of the Northeast 1/4 of the Northwest 1/4 lying North of the North line of the plat of Ravera Heights Second Addition in Section 17, Township 15 North, Range 18 East, Town of Empire, Fond du Lac County, Wisconsin, excepting that portion contained in Certified Survey Map No. 2181, recorded in Volume 11 of Certified Survey Maps on pages 170, 170A, 170B, as Doc. No. 344182,

And further excepting:

1. That portion conveyed to Gregg S. Lentz and Julie M. Lentz, husband and wife as survivorship marital property by deed recorded in Vol. 1068 of Records on page 646, as Document No. 504975.

2. A part of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section 17, Township 15 North, Range 18 East, Town of Empire, Fond du Lac County, Wisconsin, and more particularly described as follows:

Beginning at the Northwest corner of Lot One (1) of Certified Survey Map No. 2181 as recorded in Volume 11 of Certified Survey Maps on page 170 and running thence North 01' 03' West along the West line of said Certified Survey Map, 66.78 feet; thence South 82' 19' East along the Northerly right of way line of Arndt Drive, 151.76 feet; thence South 01' 03' East, 66.78 feet; thence North 82 19' West along the Northerly line of said Lot One (1), a distance of 151.76 feet to the point of beginning.

3. That portion conveyed to Carl M. Jakubowski and Mary J. Jakubowski, husband and wife, as survivorship marital property by Warranty Deed recorded in Vol. 1447 of Records on pages 214-215, as Doc. No. 668882.

Tax Roll Parcel Nos. T08-15-18-08-09-001-00
T08-15-18-08-12-001-00
T08-15-18-08-10-001-00
T08-15-18-08-11-001-00
T08-15-18-17-05-001-00

699583

State Bar of Wisconsin Form 1 - 1982

RECEIVED FOR RECORD

Document No.

WARRANTY DEED

00 SEP 14 AM 9:58

Mary A. Christie
 REGISTER OF DEEDS
 FOND DU LAC COUNTY, WI

THIS DEED, made between Daniel R. Arndt, a
single person

 _____, Grantor,
 and John G. George and Susan A. George,
husband and wife, as survivorship marital
property

 _____, Grantee.

WITNESSETH, That the said Grantor, for a valuable consideration
 conveys to Grantee the following described real estate in Fond du Lac
 County, State of Wisconsin:

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS
SUSAN GEORGE
44460 MARY HILL PARK DR.
FOND DU LAC WI 54935

Part of T08-15-18-08-10-001-00
 Parcel Identification Number

See Attached Legal Description

TRANSFER
 \$ 900
 FEE

is not
 This _____ homestead property.
 (is) (is not)

Together with all and singular the hereditaments and appurtenances thereunto belonging:

And Grantor
 warrants that the title is good, indefeasible in fee simple and free and clear of encumbrances except subject to Covenants,
Easements, Restrictions, Rights, and Conditions of record, all as con-
tained in Stewart Title Guaranty Company, Commitment No. 00009214,
Effective Date: August 28, 2000 at 7:30 A.M.
 and will warrant and defend the same.

Dated this 12 day of SEPTEMBER, 2000.
 _____ (SEAL)

Daniel R. Arndt (SEAL)

* Daniel R. Arndt

(SEAL)

(SEAL)

AUTHENTICATION

Signature(s) _____
 authenticated this _____ day of _____
 * _____
 TITLE: MEMBER STATE BAR OF WISCONSIN
 (If not, _____
 authorized by Section 706.06, Wisconsin Statutes)

THIS INSTRUMENT WAS DRAFTED BY

Atty. Mike P. Fortune (#1013346)
Fond du Lac, WI

(Signatures may be authenticated or acknowledged. Both are not necessary.)
 *Names of persons signing in any capacity should be typed or printed below their signatures.

File Number: 00009214

ACKNOWLEDGMENT

STATE OF WISCONSIN

FOND DU LAC

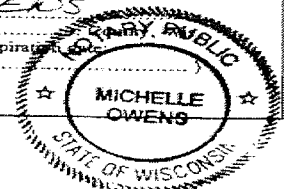
County

)ss.

Personally came before me this 12 day of
SEPTEMBER, 2000 the above named
Daniel R. Arndt

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

Michelle Owens
 * MICHELLE OWENS

Notary Public Fond du LacMy commission is permanent. (If not, state expiration date)
3-23-03

LEGAL DESCRIPTION

File No.: 00009214

Part of the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of Section Eight (8), in Township Fifteen (15) North of Range Eighteen (18) East, Town of Empire, Fond du Lac County, Wisconsin and being more particularly described as follows:

Commencing at the Southeast corner of Lot Number Twelve (12) of the Plat of MARY HILL PARK SUBDIVISION as the same is recorded in the Town of Empire, Fond du Lac County; thence South 1° 23 minutes 57 seconds East along the Easterly line of a parcel described in Volume 852 of Records, at Page 923 in the Fond du Lac County Register of Deeds Office, and it's extension, 147.58 feet; thence North 90° 00 minutes East, parallel with the South line of said Plat of MARY HILL PARK, 99.99 feet; thence North 1° 23 minutes West, parallel with the East line of said Lot Number Twelve (12), 300.00 feet to the Southeast corner of a parcel described in Volume 1476 at Page 746; thence South 88° 37 minutes West, along the Southerly line of said Volume 1476 at Page 746, 100.00 feet to said East line of Lot Number Twelve (12); thence South 1° 23 minutes East, along said East line of Lot Number Twelve (12), 150.01 feet to the point of beginning.

361303

This Deed, made between Raymond J. Arndt and
Elvera E. Arndt, his wife,

Grantors
and Jeanine B. Hanisch

Witnesseth, That the said Grantor, for a valuable consideration.....

conveys to Grantee the following described real estate in Fond du Lac
County, State of Wisconsin: A parcel of land located in
the N.W.1/4 of the S.W.1/4 of Section 8,
Township 15 North, Range 18 East, (Town of
Empire), Fond du Lac County, Wisconsin and
described as follows:

BEGINNING at the Southeast corner of Lot Eight (8) of the plat of
MARY HILL PARK and describing this parcel more particularly as follows:

1. Thence NORTH $1^{\circ}-23'-00''$ WEST, 189.97 feet along the Easterly line of said plat to the Southerly right of way line of S.T.H. "23".
2. Thence NORTH $88^{\circ}-58'-02''$ EAST, 100.00 feet along said right of way line.
3. Thence SOUTH $1^{\circ}-23'-00''$ EAST, 189.35 feet along a line 100.00 feet Easterly of and parallel with the East line of said plat.
4. Thence SOUTH $88^{\circ}-37'-00''$ WEST, 100.00 feet at right angles to said plat line, to the place of beginning.

The above described parcel contains 0.43 acre of land more or less.

Grantors to pay 1980 real estate taxes.

TRANSFER
\$ 1.30
FEE

This is not homestead property.
(is) (is not)

(is) (is not)
Together with all and singular the hereditaments and appurtenances thereto belonging;
And Raymond J. Arndt and Elvera E. Arndt, his wife,
warrants that the title is good, indefeasible in fee simple and free and clear of encumbrances except Municipal
and zoning ordinances, recorded easements for public utilities, and
recorded building restrictions,

and will warrant and defend the same.

Dated this 1st day of August, 1980

_____. (SEAL) Raymond J. Arndt (SEAL)
 _____ (Raymond J. Arndt)
 _____ (SEAL) Elvera E. Arndt (SEAL)
 _____ (Elvera E. Arndt)

AUTHENTICATION

Signatures authenticated this day of
..... 19.....

TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by § 706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY

William E. Shaw, Attorney at Law
324 East Wisconsin Avenue
Milwaukee, Wisconsin 53202

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

ACKNOWLEDGMENT

STATE OF WISCONSIN

Fond du Lac County.

Personally came before me, this
August 1980 the above name

Raymond J. Arndt and Glycer
Arndt, his wife,

to me known to be the person S _____, who executed the foregoing instrument and acknowledge the same.

Marian Schneider

Notary Public Fond du Lac County, Wis.
My Commission is permanent. (If not, state expiration
date: December 6, 1981 19 .)

VOL 815 PAGE 789

RETURN TO Jeanine B. Harnisch
1014 Mary Hill Park Dr.
Fond du Lac, WI 54935
 Fax Key No. _____

DOC# 924386

Recorded

Oct. 03, 2008 AT 08:55AM

MORTGAGE

DOCUMENT NUMBER:

RETURN ADDRESS:
M&I Marshall & Ilsley Bank
Attn: Loan Servicing
P.O. Box 237
Appleton, WI 54912-0237

PATRICIA KRAUS
REGISTER OF DEEDS
FOND DU LAC COUNTY
Fee Amount: \$33.00

PARCEL I.D. NUMBER: Parcel 1: T08-15-18-08-09-001-00, T08-15-18-08-10-001-00, T08-15-18-08-11-001-00,
T08-15-18-08-12-001-00 and T08-15-18-17-05-001-00; Parcel 2 and 3: T08-15-18-08-09-004-00



#####074509252008

THIS MORTGAGE dated September 25, 2008, is made and executed between Michael J. Baumhardt, whose address is W4665 Hwy B, Eden, WI 53019 (referred to below as "Grantor") and M&I Marshall & Ilsley Bank, whose address is 33 W Pioneer Road, Fond Du Lac, WI 54935 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; privileges, hereditaments, easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters. (the "Real Property") located in Fond du Lac County, State of Wisconsin:

See Exhibit A, which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.

The Real Property or its address is commonly known as W4370 State Road 23, Fond du Lac, WI 54937. The Real Property tax identification number is Parcel 1: T08-15-18-08-09-001-00, T08-15-18-08-10-001-00, T08-15-18-08-11-001-00, T08-15-18-08-12-001-00 and T08-15-18-17-05-001-00; Parcel 2 and 3: T08-15-18-08-09-004-00.

CROSS-COLLATERALIZATION. In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

This property is not the Grantor's homestead.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents

FUTURE ADVANCES. In addition to the Note, this Mortgage secures all future advances made by Lender to Grantor whether or not the advances are made pursuant to a commitment. Specifically, without limitation, this Mortgage secures, in addition to the amounts specified in the Note, all future amounts Lender in its discretion may loan to Grantor, together with all interest thereon.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

**MORTGAGE
(Continued)**

Page 8

Note. The word "Note" means the promissory note dated September 25, 2008, in the original principal amount of **\$297,140.00** from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property, together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

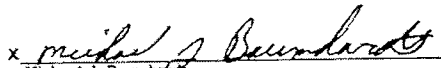
Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

x 
Michael J. Baumhardt

This Mortgage was drafted by: Marlene Meyers Boyt, Loan Documentation Specialist

Complete either Authentication Section or Acknowledgment Section

AUTHENTICATION

Signature(s) of Michael J. Baumhardt authenticated this _____ day of _____, 20____.

Title: Member State Bar of Wisconsin or _____
authorized under Section 706.06, Wis. Stats.

MORTGAGE
(Continued)

Page 9

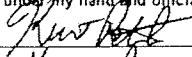
INDIVIDUAL ACKNOWLEDGMENT

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

On this day before me, the undersigned Notary Public, personally appeared Michael J. Baumhardt, to me known to be the individual described in and who executed the Mortgage, and acknowledged that he or she signed the Mortgage as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 26th day of September, 2008.

By



KURT PETIK

[Type or Print Name]

Residing at 118565 Cassington Dr. Fond du Lac WINotary Public in and for the State of WisconsinMy commission expires JAN 8, 2012

Exhibit A

Legal Description:

Parcel 1:

The East Half (E 1/2) of the Southwest Quarter (SW 1/4) of Section 8, Township 15 North, Range 18 East, Town of Empire, Fond du Lac County, Wisconsin. Excepting therefrom a parcel of land described as follows:

Commencing at the West Quarter post of said Section 8; thence running East along the East-West Quarter line of said Section 8, 1675.9 feet to the place of beginning for the description of this parcel and running:

1. Thence continuing East, 237.57 feet along said East-West Quarter line.
2. Thence South 3° 11' West, 280.90 feet.
3. Thence North, 88° 57' West, 56.00 feet.
4. Thence North, 25° 57' West, 49.00 feet.
5. Thence North, 88° 57' West, 13.00 feet.
6. Thence South, 25° 57' East, 49.00 feet.
7. Thence North, 88° 57' West, 153.20 feet.
8. Thence North, 276.50 feet to the place of beginning,

and further excepting that portion conveyed to the State of Wisconsin Department of Transportation by Deed recorded in Vol. 908 of Records on pages 195-196.

And further excepting:

1. That portion conveyed to Todd E. Reader and Jean T. Reader, husband and wife by deed recorded in Vol. 1088 of Records on page 719, as Document No. 514109.
2. That portion conveyed to Richard B. Arndt and Nadine L. Arndt, his wife, as survivorship marital property by deed recorded in Vol. 1130 of Records on page 383, as Document No. 532738.
3. That portion conveyed to Richard B. Arndt and Nadine L. Arndt, husband and wife, as survivorship marital property by Warranty Deed recorded in Vol. 1428 of Records on page 984, as Doc. No. 661259
4. That part of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) and Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section 8, Township 15 North, Range 18 East, Town of Empire, Fond du Lac County, Wisconsin and more particularly described as follows:

Commencing at the Northwest corner of the Southwest 1/4 of said Section 8 and running thence North 89° 41' 42" East along the North line of the Southwest 1/4 of said Section 8, a distance of 2663.96 feet; thence South 0° 27' 44" East along the East line of the Southwest 1/4 of said Section 8, a distance of 92.36 feet; thence North 85° 20' 41" West along the South right of way line of State Trunk Highway "23", a distance of 387.56 feet; thence North 88° 01' 44" West along said right of way line, 100.50 feet; thence South 02° 18' 23"

(See continuation attached hereto.)

Michael J. Baumhardt
W4370 State Road 23, Fond du Lac, WI 54937
xxxxx7109-60082

10

State Bar of Wisconsin Form 21-2003 MORTGAGE		DOC # 924387
Document Number	Document Name	Recorded Oct. 03, 2008 AT 08:56AM
MICHAEL BAUMHARDT		PATRICIA KRAUS REGISTER OF DEEDS FOND DU LAC COUNTY Fee Amount: \$23.00
("Mortgagor," whether one or more) mortgages to RICHARD J. FREUND and NANCY A. FREUND, as Trustees of the Freund Revocable Trust dtd. 9/15/94 its successors or assigns ("Mortgagee," whether one or more), to secure payment of \$ 140,000.00 evidenced by a note or notes, or other obligation ("Obligation") dated September 26, 2008 executed by Michael Baumhardt		
to Mortgagee, and any extensions, renewals and modifications of the Obligation and refinancings of any such indebtedness on any terms whatsoever (including increases in interest) and the payment of all other sums, with interest, advanced to protect the Property and the security of this Mortgage, and all other amounts paid by Mortgagee hereunder, the following property, together with all rights and interests appurtenant thereto in law or equity, all rents, issue and profits arising therefrom, including insurance proceeds and condemnation awards, all structures, improvements and fixtures located thereon, in Fond du Lac County, State of Wisconsin ("Property"):		
See legal description on "EXHIBIT A" which is attached hereto and made a part hereof.		
Name and Return Address Attorney Robert V. Edgerton Edgerton, St. Peter, Petak & Rosenfeldt P. O. Box 1276 Fond du Lac, WI 54936-1276		Recording Area See attached "EXHIBIT A" Parcel Identification Number (PIN) This -is not- homestead property. (is) (is not) This -is- a purchase money mortgage. (is) (is not)

1. MORTGAGOR'S COVENANTS.

a. **COVENANT OF TITLE.** Mortgagor warrants title to the Property, except restrictions and easements of record, if any, and further excepting:

First Real Estate Mortgage in favor of M&I Marshall & Ilsley Bank

b. **FIXTURES.** Any property which has been affixed to the Property and is used in connection with it is intended to become a fixture. Mortgagor waives any right to remove such fixture from the Property which is subject to this Mortgage.

c. **TAXES.** Mortgagor promises to pay when due all taxes and assessments levied on the Property or upon Mortgagee's interest in it and to deliver to Mortgagee on demand receipts showing such payment.

d. **INSURANCE.** Mortgagor shall keep the improvements on the Property insured against a loss or damage occasioned by fire, extended coverage perils and such other hazards as Mortgagee may require, without co-insurance, through insurers approved by Mortgagee, in the amount of the full replacement value of the improvements on the Property. Mortgagor shall pay the insurance premiums when due. The policies shall contain the standard mortgage clause in favor of Mortgagee, and evidence of all policies covering the Property shall be provided to Mortgagee. Mortgagor shall promptly give notice of loss to insurance companies and Mortgagee. Unless Mortgagor and Mortgagee

14. JOINT AND SEVERAL/LIMITATION ON PERSONAL LIABILITY. The covenants of this Mortgage set forth herein shall be deemed joint and several among Mortgagors, if more than one. Unless a Mortgagor is obligated on the Obligation secured by this Mortgage, Mortgagor shall not be liable for any breach of covenants contained in this Mortgage.

15. INVALIDITY. In the event any provision or portion of this instrument is held to be invalid or unenforceable, this shall not impair or preclude the enforcement of the remainder of the instrument.

16. MARITAL PROPERTY STATEMENT. Any individual Mortgagor who is married represents that the obligation evidenced by this instrument was incurred in the interest of Mortgagor's marriage or family.

Dated September 26, 2008

_____ (SEAL)	<u>Michael Baumhardt</u> (SEAL)
* _____	* <u>Michael Baumhardt</u>
_____ (SEAL)	_____ (SEAL)
* _____	* _____

AUTHENTICATION

Signature(s) _____
authenticated on _____

* _____
TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by Wis. Stat. § 706.06)

THIS INSTRUMENT DRAFTED BY:

Attorney Robert V. Edgerton (#1011146)
Fond du Lac, Wisconsin

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
FOND DU LAC COUNTY)

Personally came before me on September 26, 2008,
the above-named Michael Baumhardt

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

Kurt Petik
* KURT PETIK
Notary Public, State of Wisconsin
My commission (is permanent) (expires: JAN 8, 2012)

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

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATION TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

MORTGAGE

©2003 STATE BAR OF WISCONSIN

FORM NO. 21-2003

*Type name below signatures.

INFO-PRO™ Legal Forms • (800)655-2021 • info@proforms.com

"EXHIBIT A"

Chicago Title Insurance Company

Office File Number:

Commitment Number: CF-162952

The East Half (E 1/2) of the Southwest Quarter (SW 1/4) of Section 8, Township 15 North, Range 18 East, Town of Empire, Fond du Lac County, Wisconsin.
Excepting therefrom a parcel of land described as follows:

Commencing at the West Quarter post of said Section 8; thence running East along the East-West Quarter line of said Section 8, 1575.9 feet to the place of beginning for the description of this parcel and running:

1. Thence continuing East, 237.57 feet along said East-West Quarter line.
2. Thence South 3' 11' West, 280.90 feet.
3. Thence North, 88' 57' West, 56.06 feet.
4. Thence North, 25' 57' West, 49.00 feet.
5. Thence North, 88' 57' West, 13.00 feet.
6. Thence South, 25' 57' East, 49.00 feet.
7. Thence North, 88' 57' West, 153.20 feet.
8. Thence North, 276.50 feet to the place of beginning,

and further excepting that portion conveyed to the State of Wisconsin Department of Transportation by Deed recorded in Vol. 908 of Records on pages 195-196.

And further excepting:

1. That portion conveyed to Todd E. Reader and Jean T. Reader, husband and wife by deed recorded in Vol. 1088 of Records on page 719, as Document No. 514109.
2. That portion conveyed to Richard B. Arndt and Nadine L. Arndt, his wife, as survivorship marital property by deed recorded in Vol. 1130 of Records on page 383, as Document No. 532738.
3. That portion conveyed to Richard B. Arndt and Nadine L. Arndt, husband and wife, as survivorship marital property by Warranty Deed recorded in Vol. 1428 of Records on page 984, as Doc. No. 661259
4. That part of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) and Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section 8, Township 15 North, Range 18 East, Town of Empire, Fond du Lac County, Wisconsin and more particularly described as follows:

Commencing at the Northwest corner of the Southwest 1/4 of said Section 8 and running thence North 89' 41' 42" East along the North line of the Southwest 1/4 of said Section 8, a distance of 2663.96 feet; thence South 0' 27' 44" East along the East line of the Southwest 1/4 of said Section 8, a distance of 92.36 feet; thence North 85' 20' 41" West along the South right of way line of State Trunk Highway "23", a distance of 387.56 feet; thence North 88' 01' 44" West along said right of way line, 100.50 feet; thence South 02' 18' 23"

(See continuation attached hereto.)

EXHIBIT A

5

"EXHIBIT A"

Chicago Title Insurance Company
Exhibit A - Continued

Office File Number:

Commitment Number: CF-162952

East along the East line of lands described in the Fond du Lac County Register of Deeds office in Volume 1428 of Records on page 984, a distance of 1243.21 feet to the point of beginning; thence continuing South 02° 18' 23" East, 600.00 feet; thence South 81° 22' 51" West, 909.05 feet; thence North 0° 36' 13" West along the West line of line of East 1/2 of the Southwest 1/4 of said Section 8, a distance of 1435.75 feet; thence North 87° 41' 37" East, 65.72 feet; thence South 02° 18' 23" East along the West line of said Volume 1428 of Records on page 984 land, a distance of 735.16 feet; thence North 87° 41' 37" East along the South line of said Volume 1428 of Records on page 984 land, 795.16 feet to the point of beginning.

5. That portion conveyed to Michael J. Baumhardt by Warranty Deed recorded as Document Number 801601.

The East Half (E 1/2) of the West Half (W 1/2) of the Southwest Quarter (SW 1/4) of Section 8, Township 15 North, Range 18 East, Town of Empire, Fond du Lac County, Wisconsin.

Excepting therefrom a parcel of land located in the Northwest Quarter (NW 1/4) Southwest Quarter (SW 1/4) of Section 8, Township 15 North, Range 18 East and described as follows: Beginning at the Southeast corner of Lot 8 of the Plat of Mary Hill Park and describing this parcel more particularly as follows:

1. Thence North 1° 23' 00" West, 189.97 feet along the Easterly line of said plat to the Southerly right of way line of S.T.H. "23".
2. Thence North 88° 58' 02" East, 100.00 feet along said right of way line.
3. Thence South 1° 23' 00" East, 601.43 feet along a line 100.00 feet Easterly and parallel with the East line of said plat.
4. Thence South 88° 17' 00" West, 100.00 feet at right angles to said plat line to the plat line.
5. Thence North 1° 23' 00" West, 412.07 feet along said plat line to the place of beginning.

As contained in deeds recorded in Vol. 815 of Records on pages 789 to 794, inclusive.

And further excepting therefrom that portion conveyed to John G. George and Susan A. George, husband and wife, as survivorship marital property by Warranty Deed recorded as Doc. No. 699583.

That part of the Northeast 1/4 of the Northwest 1/4 lying North of the North line of the plat of Ravera Heights Second Addition in Section 17, Township 15 North, Range 18 East, Town of Empire, Fond du Lac County, Wisconsin, excepting that portion contained in Certified Survey Map No. 2181, recorded in Volume 11 of Certified Survey Maps on pages 170, 170A, 170B, as Doc. No. 344182,

And further excepting:

1. That portion conveyed to Gregg S. Lentz and Julie M. Lentz, husband and wife

EXHIBIT A

"EXHIBIT A"

Chicago Title Insurance Company
Exhibit A - Continued

Office File Number:

Commitment Number: CF-162952

as survivorship marital property by deed recorded in Vol. 1068 of Records on page 646, as Document No. 594975.

2. A part of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section 17, Township 15 North, Range 18 East, Town of Empire, Fond du Lac County, Wisconsin, and more particularly described as follows:

Beginning at the Northwest corner of Lot One (1) of Certified Survey Map No. 2181 as recorded in Volume 11 of Certified Survey Maps on page 170 and running thence North 01' 03' West along the West line of said Certified Survey Map, 66.78 feet; thence South 82' 19' East along the Northerly right of way line of Arndt Drive, 151.76 feet; thence South 01' 03' East, 66.78 feet; thence North 82' 19' West along the Northerly line of said Lot One (1), a distance of 151.76 feet to the point of beginning.

3. That portion conveyed to Carl M. Jakubowski and Mary J. Jakubowski, husband and wife, as survivorship marital property by Warranty Deed recorded in Vol. 1447 of Records on pages 214-215, as Doc. No. 668882.

TAX ROLL PARCEL NUMBER: T08-15-18-08-09-001-00
T08-15-18-08-10-001-00
T08-15-18-08-11-001-00
T08-15-18-08-12-001-00
T08-15-18-17-05-001-00

EXHIBIT A

CONVEYANCE OF LANDS FOR HIGHWAY PURPOSES

(Sec. 83.08)

VOL 655 RE 428

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.....

John Reilly

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 Fifty-five and No/100ths Dollars (\$55.00) in hand paid, the receipt of which is hereby acknowledged.....

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 northwest quarter of the southwest quarter of Section 8, Town 15 North, Range 18 East, and described as follows:

That portion of the northwest quarter of the southwest quarter of Section 8, Town 15 North, Range 18 East, which begins 690 feet east of the west line of the southwest quarter of said Section 8 and extends easterly a distance of 460 feet, which portion shall be included between a line 40 feet southerly 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 southerly line of said highway, all as shown on the plat filed in accordance with Section 83.08 of the Statutes of 1925, said strip of land containing 0.15 acres more or less.

FEE

2725 (1) + (2) -

EXEMPT

REGISTER'S OFFICE

Fond du Lac County, Wis.

Recorded at 1:30 P.M.

NOV 1 8 1927

Vol. 655 Records Page 428

GEORGE H. OTTERY

REGISTER OF DEEDS

This conveyance shall be binding on the grantor, his 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, 1927.

In Presence of

Charles H. Huber
J. S. McCullough

John Reilly (SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

State of Wisconsin

Fond du Lac County } ss.

Personally came before me this 17th day of May, 1927, the above named John Reilly

to me known to be the persons who signed the foregoing instrument and acknowledged the same.

My commission expires May 1st 1927

Notary Public

V. K. 4

304537

VOL 730 PAGE 990

OPTION AGREEMENT

The undersigned, in return for one dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, agrees to the Dodge County Telephone Company an option to acquire an easement from the undersigned, as Grantor, on the following described property:

Part of the Northwest quarter of the Southwest quarter. Section eight (8). Township 15 North, range 18 East. Fondulac County, Wisconsin.

It is understood and agreed that the term of this option shall be one hundred twenty (120) days from the date of execution of this option agreement, and that, should the Dodge County Telephone Company fail to exercise said option prior to term, the option agreement shall become void.

It is further understood and agreed that, should the Dodge County Telephone Company exercise said option, the undersigned, as Grantor, shall convey unto the Dodge County Telephone Company, for the consideration of \$ 6,000, an easement identical with that certain easement marked EXHIBIT A, which is attached hereto and made a part hereof.

In Witness Whereof, the said Grantor(s) has hereunto set his hand and seal this 12 day of DECEMBER, 1975, A.D.

REGISTER'S OFFICE

Fond du Lac County, Wis.

Recorded at 8 A.M. 1975

DEC 19 1975

Vol. 730 Records Page 990-992GEORGE H. OTTERY
REGISTER OF DEEDS

State of Wisconsin)
) ss.
County of Fondulac)

Personally came before me, this 12 day of DECEMBER, 1975, A.D. the above named REYNOLD KENST

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

Oliver Graben
Notary Public,
My commission expires August 10, 1978

EXHIBIT "A"

TOWER EASEMENT

The undersigned, in consideration of the covenants herein contained, does hereby grant, convey and warrant unto Dodge County Telephone Company, its successors and assigns, the right and easement to erect, construct, operate and maintain a radio tower to be used for telephone purposes together with all necessary supports and guy wires and together with a power transformer and underground line to service said tower on the lands owned by grantors in the Town of Empire, County of Fondulac, State of Wisconsin, which lands are described as follows:

Part of the Northwest quarter of the Southwest quarter. Section eight (8). Township 15 North, range 18 East. Fondulac County, Wisconsin.

together with the right to enter upon said premises

for the purposes of erecting such structure and supports, repairing and removing same.

Grantors agree that no trees or structures will be placed in the near vicinity of said tower so as to interfere with its use.

The tower base shall occupy an area of approximately ten feet by ten feet which area shall be fenced in. The bases of the guy wires shall also be fenced in enclosures of approximately four feet by four feet if they are not located adjacent to the fence lines. Utility service to the tower will be underground.

The power transformer shall be located either in the area of the tower or near the road adjacent to the power source. In consideration of this easement, grantee shall pay to grantors, their successors or assigns, the sum of \$ 5,000

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

WITNESS the hands and seals of the grantors this _____ day of _____, 19__.

IN PRESENCE OF:

_____ (SEAL)
_____ (SEAL)

STATE OF WISCONSIN }
COUNTY OF DANE } ss.

Personally came before me this _____ day of _____, 19__,
the above-named _____ and _____
to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission _____

This instrument drafted by Attorney Griffin G. Dorschel, 122 West Washington Avenue, Madison, Wisconsin 53703.

307466

OPTION AGREEMENT

The undersigned, in return for one dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, agrees to the Dodge County Telephone Company an option to acquire an easement from the undersigned, as Grantor, on the following described property:

Part of the Northwest quarter of the Southwest quarter. Section eight (8). Township 15 North, range 18 East. Fond du Lac County, Wisconsin.

It is understood and agreed that the term of this option shall be one hundred twenty (120) days from the date of execution of this option agreement, and that, should the Dodge County Telephone Company fail to exercise said option prior to term, the option agreement shall become void.

It is further understood and agreed that, should the Dodge County Telephone Company exercise said option, the undersigned, as Grantor, shall convey unto the Dodge County Telephone Company, for the consideration of \$ 6,000, an easement identical with that certain easement marked EXHIBIT A, which is attached hereto and made a part hereof.

In Witness Whereof, the said Grantor(s) ha hereunto set hand and seal this 30 day of March , 1976. A.D.

Raymond Arndt Grantor
Raymond Arndt

Grantor

State of Wisconsin)
) ss.
County of Fond du Lac

Personally came before me, this 30 day of MARCH , 1976, A.D. the above named RAYMOND ARNDT

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

[Signature]
Notary Public

My commission expires August 10, 1978

735 43

TOWER EASEMENT

The undersigned, in consideration of the covenants herein contained, does hereby grant, convey and warrant unto Dodge County Telephone Company, its successors and assigns, the right and easement to erect, construct, operate and maintain a radio tower to be used for telephone purposes together with all necessary supports and guy wires and together with a power transformer and underground line to service said tower on the lands owned by grantors in the Town of Empire, County of Fond du Lac, State of Wisconsin, which lands are described as follows:

Part of the Northwest quarter of the Southwest quarter. Section eight (8). Township 15 North, range 18 East. Fond du Lac County, Wisconsin

together with the right to enter upon said premises

for the purposes of erecting such structure and supports, repairing and removing same.

Grantors agree that no trees or structures will be placed in the near vicinity of said tower so as to interfere with its use.

The tower base shall occupy an area of approximately ten feet by ten feet which area shall be fenced in. The bases of the guy wires shall also be fenced in enclosures of approximately four feet by four feet if they are not located adjacent to the fence lines. Utility service to the tower will be underground.

VOL 735 PAGE 45

365825

M-3979
(3-62)
FCC 46d2

RIGHT-OF-WAY GRANT

In consideration of the sum of TWO HUNDRED AND FORTY AND NO/100 DOLLARS (\$ 240.00), the undersigned, for them selves, their heirs, successors and assigns, grant and convey unto the WISCONSIN TELEPHONE COMPANY, its successors and assigns, an exclusive right of way and easement to place, replace, maintain or remove an underground cable telephone line, including associated appliances such as conduits, marker posts and pressure alarm apparatus, on and through certain lands owned by the grantor S in the Town of Empire, Fond du Lac County, Wisconsin, and described as: A 20 foot wide strip of land the northerly line of which is described as: Commencing at a point on the east line of the southwest quarter of Section 8, Township 15 North, Range 18 East, 113.95 feet south of the north line of said southwest quarter; thence S 89° 12' 09" W, 683.79 feet; thence N 79° 02' 52" W, 101.98 feet; thence S 89° 38' 32" W, 1119.23 feet, more or less, to a point being 100 feet east of the west line of the east half of the northwest quarter of the southwest quarter of said Section, being the point of termination.

This grant includes the right, on and through the lands hereinbefore described, to place, replace, maintain or remove additional underground cable telephone lines, together with associated appliances, subsequent to the placing of the telephone line to be initially installed hereunder, it being understood, however, that such additional lines shall be located roughly parallel to, and not more than about _____ feet distant from, the first line installed hereunder.

This grant likewise includes the right of ingress and egress on the lands of the undersigned for the purpose of exercising the rights herein granted; the right to install a gate or to make a temporary opening in any fence on said lands at the point where such fence crosses the route of said telephone line or lines; and the right to cut down and, by continued cutting or by chemical treatment, to control the future growth of all trees and brush which may, in the judgment of the grantee, interfere with the exercise of the rights herein granted.

The rights herein granted may be assigned by the grantee in whole or in part.

The grantor S, for them sel ves, their heirs, successors and assigns, covenant not to erect any structure on said lands that would interfere with the installation, replacement, maintenance or removal hereunder of said telephone line or lines and associated appliances.

The grantee, for itself, its successors and assigns, covenants that it will pay the reasonable value of any crops destroyed and other physical damage done to the property of the grantor S, their heirs, successors and assigns, arising at any time out of the exercise by it of the rights herein granted.

Signed this 10th day of September, 1980.

WITNESS:

Raymond Arndt (SEAL)
Raymond Arndt Land Owner
Elvera Arndt (SEAL)
Elvera Arndt His Wife

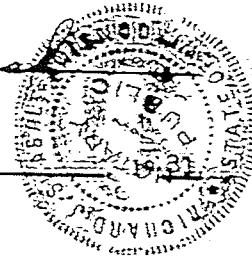
VOL 823 PAGE 462

State of Wisconsin)
County of Fond du Lac) ss.

Personally appeared before me this 10th day of September
1980, Raymond Arndt and Elvera Arndt
to me known to be the persons who executed the instrument on the other side hereof
and acknowledged the same.

Richard J. Smasal
Richard J. Smasal
Notary Public, State of Wisconsin

My commission expires May 17



Document Drafted By
WISCONSIN TELEPHONE COMPANY
By RICHARD J. SMASAL

REGISTER'S OFFICE

Fond du Lac County, Wis.

Recorded at 1:15 PM

DEC 29 1980

Vol. 823 Records Page 462-463

GEORGE H. OTTERY

REGISTER OF DEEDS

Tele Tel Co
800
83.0000

VOL 823 PAGE 463

This document drafted by:
State of Wisconsin
Department of Natural Resources
Box 7921
Madison, Wisconsin 53707

554468

WISCONSIN NONPOINT SOURCE
WATER POLLUTION ABATEMENT PROGRAM
COST SHARE AGREEMENT
Form 3400-68 Rev. 1-90

RECEIVED FOR RECORD

VOL 1181 PAGE 120-121
94 APR 19 AM 8:00

Note: This form is authorized by s. 144.25, Wis. Stats., and ch. NR 120, Wis. Adm. Code. Completion of this form is mandatory. Failure to submit a completed form to the Department of Natural Resources will result in the denial of cost share funds.

Watershed Project Name Lake Winnebago East	Governmental Unit Fdl. County WNE-035	Cost Share Agreement No. Name of Landowner(s) (if not cost share recipient)
Name of Cost Share Recipient(s) Daniel R. Arndt	Street or Route W4370 Hwy 23	City, State, Zip Code Fond du Lac, WI 54935
Legal Description of Property S17 T15N R18E NE1/4 NW1/4 EXC PLAT OF RAVERA HEIGHTS FIRST ADDITION & EXC RAVERA HEIGHTS SECOND ADDITION & EXC CSM #2181-11-170 (V1031-857) 18.74A. S8 T15N R18E SE1/4 SW1/4 (V1031-857) 40A. S8 T15N R18E E 1/4 SW1/4 SW1/4 (V1031-857) 20A. S8 T15N R18E 1/4 OF NW1/4 SW1/4 EXC STRIP OF LAND 100' WIDE AS REC IN V815-789-794 (V1031-857) 18.62A. S8 T15N R18E NE1/4 SW1/4 EXC 1.33A IN N AS DESC V569-253 & EXC HWY REC IN V908-195 (V1031-857) 37.56A. S17 T15N R18E LOT 1 CSM #2181-11-170 LOC IN NE1/4 NW1/4 (V1048-388 & V1056-477) .86A.	This space reserved for recording data.	

Return to:
Lynn A. Mathias
County Conservationist
W6529 Forest Ave.
Fond du Lac, WI 54937
(Type Name/Address of Govt. Unit Rep.)

The property described above is enrolled in Wisconsin's Nonpoint Source Water Pollution Abatement Program. Cost share funds have been provided to the cost share recipient in return for the installation, operation and maintenance of best management practices (BMPs) in conformance with s. 144.25, Wis. Stats., and ch. NR 120, Wis. Adm. Code.

ADDENDUMS 1 AND 2, WHICH DESCRIBE THE BMPs, COSTS, INSTALLATION SCHEDULE AND CONDITIONS, ARE HEREBY INCORPORATED INTO THIS AGREEMENT AND ARE ON FILE WITH THE GOVERNMENTAL UNIT AND THE DNR HEADQUARTERS IN MADISON, WISCONSIN. ADDENDUMS 1 AND 2 ARE NOT RECORDED WITH THE TITLE OF THE PROPERTY DESCRIBED ABOVE.

Full repayment of all cost share funds paid out by the Wisconsin Nonpoint Source Water Pollution Abatement Program is required of the landowner if the BMPs are not installed, operated and maintained according to the provisions of s. 144.25, Wis. Stats., and ch. NR 120, Wis. Adm. Code, this agreement and any amendments to this agreement. This agreement shall bind the cost share recipient, the landowner, their heirs, successors and assigns until a satisfaction is filed by the governmental unit.

Signed this 22nd day of March 1994

Daniel R. Arndt
Signature of Cost Share Recipient
Daniel R. Arndt
Typed Name of Cost Share Recipient

Signature of Cost Share Recipient

Typed Name of Cost Share Recipient

STATE OF WISCONSIN

Fond du Lac County

Personally came before me this 22nd day of March 1994, the above named

Daniel R. Arndt to me known to be the person who executed the foregoing instrument and acknowledge the same.

Signature of Notary Public

Lynn A. Mathias

Typed Name of Notary Public

Notary Public Fond du Lac County, Wis.

My commission (is permanent)(expires March 15, 1998).

VOL 1181 PAGE 120

Signed this _____ day of _____, 19____.

Signature of Landowner (if not cost share recipient)

Signature of Landowner (if not cost share recipient)

Typed Name of Landowner

Typed Name of Landowner

STATE OF WISCONSIN)
) ss. Personally came before me this _____ day of
 _____ County) _____, 19____, the above named

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

Signature of Notary Public

Typed Name of Notary Public

Notary Public _____, County, Wis.

My commission (is permanent)(expires _____, 19____).

Signed this 14th day of April, 19 94.

Leonard Rosenbaum

Signature of Authorized Governmental Unit Representative

Leonard Rosenbaum

Typed Name of Authorized Governmental Unit Representative

STATE OF WISCONSIN)
) ss. Personally came before me this 14th day of
 Fond du Lac County) April, 19 94, the above named

Leonard Rosenbaum to me known to be the person who executed the foregoing instrument
and acknowledge the same.

Lynn A. Mathias
Signature of Notary Public

Lynn A. Mathias

Typed Name of Notary Public

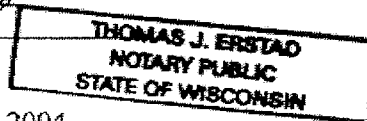
Notary Public Fond du Lac County, Wis.

My commission (is permanent)(expires March 15, 19 98).

STATE OF WISCONSIN)
) SS.
COUNTY OF Dane)

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

By: Thomas J. Erstad
Name: Thomas J. Erstad
Notary Public, Wisconsin
My Commission expires: September 12th, 2004



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

EXHIBIT "A"

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

701362

Document Number

**High Voltage Electric
Transmission Line Easement**

Wis. Stat. Sec. 182.017(7)

RECEIVED FOR RECORD

00 OCT 16 AM 10:48

REGISTER OF DEEDS
FOND DU LAC COUNTY, WI

The undersigned Grantor(s) **Daniel R. Arndt, a Single Person** (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 **Town of Empire, County of Fond du Lac, State of Wisconsin**, said easement to be **1063 feet in length and 55 feet in width, lying 40 feet South of and all that part of this Grantor's lands lying within 15 feet North of the reference line described as follows:**

See Exhibit "A" attached hereto.

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

The number of such structures to be erected on said easement strip shall be **5**; 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 (1)** and have a maximum phase to phase voltage of **138 kilovolts**. The number of electrical conductors comprising said transmission line(s) shall be **three (3)**. The number of static wires to be placed on said structures shall be **one (1)**.

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, C and D** attached hereto and incorporated herein.

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

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

Name and Return Address:

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

Parcel Identification Number(s)

**T08-15-18-08-10-001
T08-15-18-08-09-001**

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 5th day of OCTOBER, 2000

Signature (SEAL)

Printed Name

Signature (SEAL)

Printed Name

Daniel R. Arndt
Signature (SEAL)

Daniel R. Arndt
Printed Name

Signature (SEAL)

Printed Name

ACKNOWLEDGEMENT

STATE OF WISCONSIN }
COUNTY OF FOND DU LAC } ss

Personally came before me this 5th day of OCTOBER, 2000, the above named Daniel R. Arndt, a Single Person 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-0067(EHV)/1-2/000905c

Line Title: Ledgeview Tap
Work Order No.: 5908-11-488401
Tract No. 5 of 10

EXHIBIT "A"

Commencing at the center of Section 8, Town 15 North, Range 18 East, Town of Empire, Fond du Lac County; thence South 01 degree 29 minutes 45 seconds East, 94 feet to the Point of Beginning; thence North 88 degrees 12 minutes 54 seconds West, 487 feet to the Point of Termination; thence continuing North 88 degrees 12 minutes 54 seconds West, 506 feet to a second Point of Beginning; thence South 88 degrees 22 minutes 18 seconds West, 571 feet; thence North 49 degrees 54 minutes 58 seconds West, 5 feet to the Point of Termination.

Said easement being located on part of the lands of the Grantors as described and recorded December 18, 1990, in Volume 1031 of Records, pages 857-858, as Document Number 486501 in the office of the Register of Deeds for Fond du Lac County.

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

RC:pm
Real Estate/Ease-2000/
Ease-0067(EHV)/3/000905c

**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 20th day of SEPTEMBER, 2000.

WITNESSED BY:

GRANTORS:

Daniel R. Arndt (SEAL)
Signature

Daniel R. Arndt

Signature (SEAL)

Signature (SEAL)

Signature (SEAL)

STATE OF WISCONSIN)
COUNTY OF FOND DU LAC)

Personally came before me, this 20th day of SEPTEMBER, 2000, the above-named Daniel R. Arndt, a single person 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 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-04/000913a

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. Daniel R. Arndt	Owner(s) in Fee
2. Bank One, Fond du Lac	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 \$ 20,375⁰⁰/100

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

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

Line Title: Ledgeview Tap

Work Order No.: 5908-11-488401

Tract No. 5 of 10

SUBORDINATION AGREEMENT

EXHIBIT D

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 High Voltage Easement to which this Exhibit is attached and made a part thereof, said interest arising by virtue of that certain mortgage by and between Daniel R. Arndt and BankOne, Fond du Lac, as described and recorded December 11, 1990, in Volume 1031, pages 859-861, as Document Number 486502 in the Office of the Register of Deeds for Fond du Lac County, 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 High Voltage Easement.

Dated this 5th day of October, 2000

h/k/a Bank One Wisconsin

BankOne, Fond du Lac

Dennis P. Kelliher (SEAL)

Dennis P. Kelliher, VP (SEAL)

Steven D. Michels (SEAL)

Steven D. Michels, AVP (SEAL)

STATE OF WISCONSIN)

COUNTY OF Fond du Lac)

Personally came before me this 5th day of October, 2000 .the above named Dennis P. Kelliher and Steven D. Michels

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

Jennifer Hendricks

Jennifer Hendricks

Notary Public, State of Wisconsin

My Commission Expires (EX) 11/11/2001

STATE OF _____)

COUNTY OF _____)

Personally came before me this _____ day of _____, 20____ .the above named _____

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

Notary Public, State of _____

My Commission Expires (is) _____

This instrument was drafted by: Ron Conard

RC:pm/Real Estate/Misc-2000/0905-Subord_bink-01/1/000905b

0736734

Document Number	PARTIAL EASEMENT ASSIGNMENT
	Document Title

RECORDING FEE 17-
 NO. OF PAGES 4
 RECORDED ON:

2002 JAN 28 PM 1 08

SALLY BARBEAU
 REGISTER OF DEEDS
 FOND DU LAC COUNTY, WI

Recording Area

Name and Return Address:
 American Transmission Company LLC
 Attn. Real Estate Dept.
 2489 Rinden Road
 Cottage Grove, WI 53527-9598

This Partial Easement Assignment ("Assignment") is made by and between Wisconsin Power and Light Company, a Wisconsin corporation ("Assignor"), and American Transmission Company, LLC, a Wisconsin limited liability company ("Assignee").

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

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

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

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

This Assignment is made as of the 11th day of January, 2002.

ASSIGNOR:

Wisconsin Power and Light Company,
a Wisconsin corporation

By: *Pamela J. Wegner*

Name: Pamela J. Wegner

Title: Senior Vice President
Executive

Attest: *Edward M. Gleason*

Name: Edward M. Gleason

Title: Corporate Secretary

ASSIGNEE:

AMERICAN TRANSMISSION COMPANY, LLC,
a Wisconsin limited liability company

By: ATC Management Inc., its Manager

By: *Thomas M. Finco*

Name: Thomas M. Finco

Title: Manager - Real Estate

ACKNOWLEDGMENTS

STATE OF WISCONSIN)
) SS.
COUNTY OF DANE)

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

By: *Laurie R. Sokolok*

Name: Laurie R. Sokolok

Notary Public, Wisconsin

My Commission expires: June 19, 2005

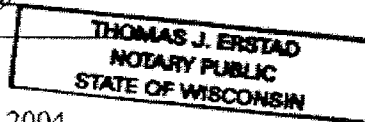
LAURIE R. SOKOLAK
NOTARY PUBLIC
STATE OF WISCONSIN

{ADDITIONAL ACKNOWLEDGEMENT ON FOLLOWING PAGE}

STATE OF WISCONSIN)
) SS.
COUNTY OF Dane)

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

By: Thomas J. Erstad
Name: Thomas J. Erstad
Notary Public, Wisconsin
My Commission expires: September 12th, 2004



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

EXHIBIT "A"

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

358123

Dodge County

Raymond J. Arndt and Eivera E.
Arndt, as wife, Grantors,

Fond du Lac County

REGISTER'S OFFICE

Fond du Lac County, Wis.

Recorded at 9:15 AM

MAR 18 1980

Vol. 810 Records Page 817

GEORGE H. OTTERTY
REGISTER OF DEEDS

F. A. Brynerson,
P.O. Box 1767
Madison, WI 53701

Part of the Northwest quarter of the
Southwest quarter (NW 1/4, SW1/4),
Section eight (8), Township fifteen (15)
North, Range eighteen (18) East.

(The purpose of this deed is to release to the
owners the Tower Easement heretofore given by the
above Grantees to the above Grantor recorded in
the Office of the Register of Deeds of Fond du Lac
County, Wisconsin, as Document No. 312524)

742/105

Exempt under Section 77.25(3)

FEE

77.25(3)
EXEMPT

This is not homestead property.
(is) (is not)

Date this 7 day of March, 1980.

DODGE COUNTY TELEPHONE COMPANY

(SEAL) By Donald R. Brown, Vice President

(SEAL) By Peggy A. Atkinson, Secretary

AUTHENTICATION

Signatures authenticated this 7 day of
March, 1980.

Floyd A. Brynerson
TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, authorized by § 706.05, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY

Attorney F. A. Brynerson
P.O. Box 1767
Madison, WI 53701

(Signatures may be authenticated or acknowledged. Both
are not necessary.)
The use of witnesses is optional

ACKNOWLEDGMENT

STATE OF WISCONSIN

ss.
County.
Personally came before me, this day of
the above named
to me known to be the person who executed the
foregoing instrument and acknowledge the same.

Notary Public
My Commission is permanent. (If not, state expiration
date:)

VOL 810 PAGE 817

312524

TOWER EASEMENT

*File
Fond du Lac
County
7-20-76*

The undersigned, in consideration of the covenants herein contained, does hereby grant, convey and warrant unto Dodge County Telephone Company, its successors and assigns, the right and easement to erect, construct, operate and maintain a radio tower to be used for telephone purposes together with all necessary supports and guy wires and together with a power transformer and underground line to service said tower on the lands owned by grantors in the Town of Eggle, County of Fond du Lac, State of Wisconsin, which lands are described as follows:

Part of the Northwest quarter of the Southwest quarter. Section eight (8). Township 15 North, range 18 East. Fond du Lac County, Wisconsin

together with the right to enter upon said premises

for the purposes of erecting such structure and supports, repairing and removing same.

Grantors agree that no trees or structures will be placed in the near vicinity of said tower so as to interfere with its use.

The tower base shall occupy an area of approximately ten feet by ten feet which area shall be fenced in. The bases of the guy wires shall also be fenced in enclosures of approximately four feet by four feet if they are not located adjacent to the fence lines. Utility service to the tower will be underground.

The power transformer shall be located either in the area of the tower or near the road adjacent to the power source. In consideration of this easement, grantee shall pay to grantors, their successors or assigns, the sum of \$ 6,000.00

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

WITNESS the hands and seals of the grantors this 15 day of July, 1976

IN PRESENCE OF:

Geraldine L. Ryan
Geraldine L. Ryan
Joan K. King
Joan K. King

Raymond J. Arndt (SEAL)
Raymond J. Arndt
Elvera E. Arndt (SEAL)
Elvera E. Arndt

STATE OF WISCONSIN }
COUNTY OFFond du Lac } ss.

Personally came before me this 15 day of July, 1976
the above-named Raymond J. Arndt and Elvera E. Arndt
to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Thomas S. L. Maizey
Notary Public, State of Wisconsin
My Commission 11/1/75
Thomas S. L. Maizey

This instrument drafted by Attorney Griffin G. Dorschel, 122 West Washington Avenue, Madison, Wisconsin 53703.

REGISTER'S OFFICE

Fond du Lac County, Wis.

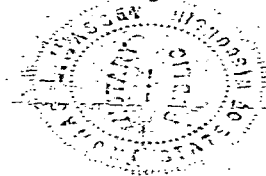
Recorded at 8 A.M.

AUG 25 1976

Vol. 742 Records Page 105 + 106

GEORGE H. OTTERY

REGISTER OF DEEDS



0736734

Document Number	PARTIAL EASEMENT ASSIGNMENT
	Document Title

RECORDING FEE 17-
 NO. OF PAGES 4
 RECORDED ON:

2002 JAN 28 PM 1 08

SALLY BARBEAU
 REGISTER OF DEEDS
 FOND DU LAC COUNTY, WI

Recording Area

Name and Return Address:
 American Transmission Company LLC
 Attn. Real Estate Dept.
 2489 Rinden Road
 Cottage Grove, WI 53527-9598

This Partial Easement Assignment ("Assignment") is made by and between Wisconsin Power and Light Company, a Wisconsin corporation ("Assignor"), and American Transmission Company, LLC, a Wisconsin limited liability company ("Assignee").

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

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

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

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

699315

This document drafted by:
State of Wisconsin
Department of Natural Resources
Box 7921
Madison, Wisconsin 53707

WISCONSIN NONPOINT SOURCE
WATER POLLUTION ABATEMENT PROGRAM
PARTIAL
SATISFACTION OF COST SHARE AGREEMENT

Form 3400-68B 1-90

See back of this page.

The undersigned Governmental Unit Agent certifies that the following has been fully satisfied:

Cost Share Agreement Number	WNE-035
Name of Cost Share Recipient(s)	Daniel R. Arndt
Name of Landowner(s) (if not cost share recipient(s))	
Name of Governmental Unit	Fond du Lac County LWCD
Mailing Address of Governmental Unit Agent	W6529 Forest Ave., Fond du Lac, WI. 54937

RECEIVED FOR RECORD

00 SEP -8 PM 3:08

Mary A. Brickle
REGISTER OF DEEDS
FOND DU LAC COUNTY, WI

This space reserved for recording data

Return to Governmental Unit:
Fond du Lac County LWCD
W6529 Forest Ave.
Fond du Lac, WI. 54937
C/O Lynn Mathias

Recorded in the office of the Register of Deeds of Fond du Lac County, Wisconsin,
as Document Number 554468 in Volume (Reel) 1181 of _____,
on Page(s) (Image) 120 - 121.

Signed this 7th day of September, ~~xx~~ 2000.

Lynn A. Mathias

Signature of Governmental Unit Agent
Lynn A. Mathias, County Conservationist

Typed or Printed Name of Governmental Unit Agent

STATE OF WISCONSIN)
) ss.
Fond du Lac County)

Personally came before me this 7th day of September, ~~xx~~ 2000, the
above named Lynn A. Mathias

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

Paul Tollard

Signature of Notary Public
Paul Tollard

Typed or Printed Name of Notary Public
Notary Public Fond du Lac County, Wis.
My commission ~~(expirerment)~~ expires May 19, ~~99~~ 2002.

The property described as follows is released from the cost share agreement described on the reverse side of this page.

Part of the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of Section Eight (8), in Township Fifteen (15) North of Range Eighteen (18) East, Town of Empire, Fond du Lac County, Wisconsin and being more particularly described as follows:

Commencing at the Southeast corner of Lot Number Twelve (12) of the Plat of MARY HILL PARK SUBDIVISION as the same is recorded in the Town of Empire, Fond du Lac County; thence South 1° 23 minutes 57 seconds East along the Easterly line of a parcel described in Volume 852 of Records, at Page 923 in the Fond du Lac County Register of Deeds Office, and it's extension, 147.58 feet; thence North 90° 00 minutes East, parallel with the South line of said Plat of MARY HILL PARK, 99.99 feet; thence North 1° 23 minutes West, parallel with the East line of said Lot Number Twelve (12), 300.00 feet to the Southeast corner of a parcel described in Volume 1476 at Page 746; thence South 88° 37 minutes West, along the Southerly line of said Volume 1476 at Page 746, 100.00 feet to said East line of Lot Number Twelve (12); thence South 1° 23 minutes East, along said East line of Lot Number Twelve (12), 150.01 feet to the point of beginning.

Reason for the release:

The property described above has been sold and is not subject to the requirements of the original cost share agreement.

This Assignment is made as of the 11th day of January, 2002.

ASSIGNOR:

**Wisconsin Power and Light Company,
a Wisconsin corporation**

By: Pamela J. Wegner

Name: Pamela J. Wegner

Title: Senior Vice President
Executive

Attest: Edward M. Eleason

Name: Edward M. Eleason

Title: Corporate Secretary

ASSIGNEE:

**AMERICAN TRANSMISSION COMPANY, LLC,
a Wisconsin limited liability company**

By: ATC Management Inc., its Manager

By: Thomas M. Finco

Name: Thomas M. Finco

Title: Manager - Real Estate

ACKNOWLEDGMENTS

STATE OF WISCONSIN)
) SS.
COUNTY OF DANE)

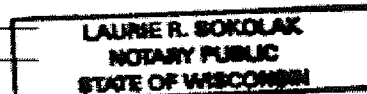
Personally came before me this 11th day of January, 2002, the above-named Pamela A. Wegner, as Executive Vice President and Edward M. Gleason, as Corporate Secretary of Wisconsin Power and Light Company, a Wisconsin corporation, to me known to be the Officers who executed the foregoing instrument in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

By: Laurie R. Sokolak

Name: Laurie R. Sokolak

Notary Public, Wisconsin

My Commission expires: June 19, 2005



{ADDITIONAL ACKNOWLEDGEMENT ON FOLLOWING PAGE}