

1 416  
**LETTER REPORT OF TITLE**

Par 208  
File Number: F511932L



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:4/28/10 5:03 pm  
Last Revised on:4/28/10 5:03 pm  
Printed on:4/28/10 5:03 pm

**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:W4370 State Road 23, Fond du Lac, WI

Land value: \$14,200.00

Improvement value: \$47,800.00

Total value: \$62,000.00

Fair market value: \$61,800.00

Legal description: See "Exhibit A" attached

Tax Key No: T08-15-18-09-001-00

**Mortgages, Judgments, Liens, Taxes**

1. General Taxes for the year 2010 .
2. Taxes for the Year 2009 in the amount of \$990.38 , and all prior years are paid.
3. Mortgage from Michael J. Baumhardt to M&I Marshall & Ilsley Bank in the amount of \$297,140.00 dated September 25, 2008 and recorded October 3, 2008 as Document No. 924386 . This Mortgage covers additional Real Estate.
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 . This Mortgage covers additional Real Estate.
5. Well Agreement and other matters contained in the instrument recorded July 31, 1967 in Volume 569, page 253 as Document No. 224673 .
6. Right of Way Grant and other matters contained in the instrument recorded December 29, 1980 in Volume 823, page 462 as Document No. 365825 .
7. Well Agreement and other matters contained in the instrument recorded October 10, 1990 in Volume 1027, page 503 as Document No. 483990 .
8. High Voltage Electric Transmission Line Easement and other matters contained in the instrument recorded October 16, 2000 as Document No. 701362 . Partial Easement Assignment recorded January 28, 2002 as Document No. 736734.
9. Easement for Ingress and Egress as described in the Deed and other matters contained in the instrument recorded May 26, 1993 in Volume 1130, page 383 as Document No. 532738 .
10. 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**



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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 4/19/10 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](http://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.

## EXHIBIT A

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The East 1/2 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 described as follows:

Commencing at the West 1/4 post of said Section 8; thence running East along the East-West 1/4 line of said Section 8, 1675.9 feet to the place of beginning for the description of this parcel and running: thence continuing East, 237.57 feet along said East-West 1/4 line; thence South 3° 11' West, 280.90 feet; thence North 88° 57' West, 56.00 feet; thence North 25° 57' West, 49.00 feet; thence North 88° 57' West, 13.00 feet; thence South 25° 57' East, 49.00 feet; thence North 88° 57' West, 153.20 feet; 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 Volume 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 Volume 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 Volume 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 Volume 1428 of Records on page 984, as Document No. 661259.
4. That part of the Northeast 1/4 of the Southwest 1/4 and Southeast 1/4 of the Southwest 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.

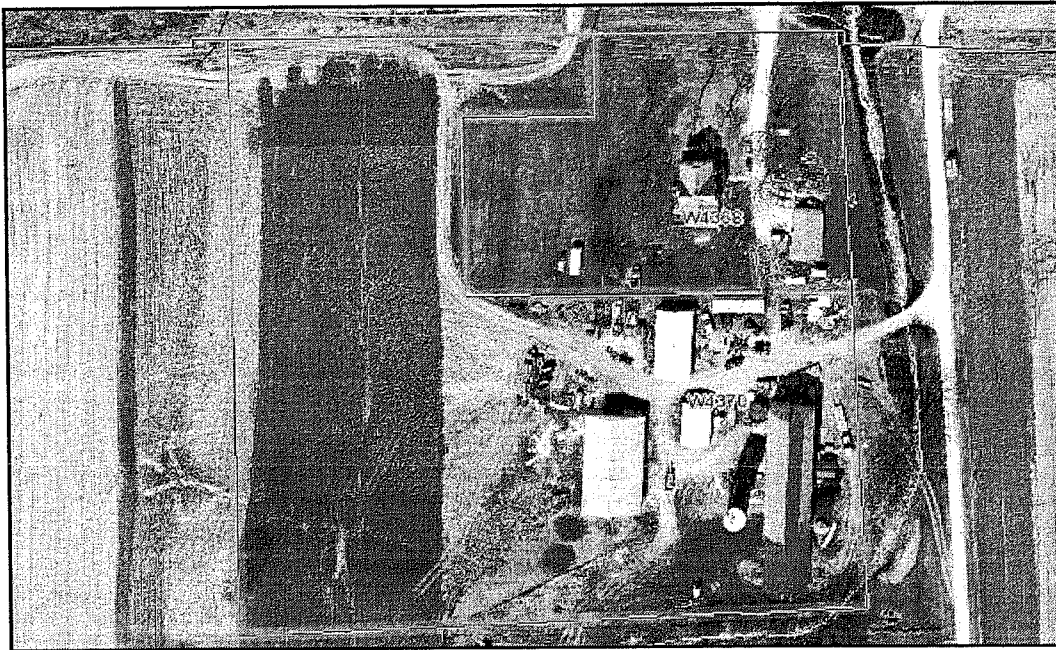
5. That portion conveyed to Michael J. Baumhardt by Warranty Deed recorded as Document No. 801601.

# Fond du Lac County Real Estate Tax Record Detail

Property Record for Parcel Number: T08-15-18-08-09-001-00

Page 1 of 2

## Location Information



Municipality:	TOWN OF EMPIRE	Location Address:	W4370 STATE ROAD 23
Primary Owner Name:	MICHAEL J BAUMHARDT	Mailing Address:	W4665 COUNTY ROAD B
Secondary Owner Name:		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 NE 1/4 SW 1/4 EXC V569-253 EXC HWY REC V908-195 & EXC CSM #4238-24-01 & #4380-25-23 & EXC V1428-984 771943 801601 (924385) 5.55A

(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:	5.55	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	5.55	5.55
Land Value	\$14,200.00	\$11,400.00
Improvement Value	\$47,800.00	\$50,800.00
Total Value	\$62,000.00	\$62,200.00
Fair Market Value	\$61,800.00	\$75,200.00
Fair Market Ratio	1.0032	0.8272

## Real Estate Tax Information

	<u>2009</u>	<u>2008</u>
Original Tax	\$990.38	\$1,152.99
Lottery Credit	\$0.00	\$73.60
First Dollar Credit	\$61.54	\$31.89
Net Tax	\$928.84	\$1,047.50
Special Assessments	\$0.00	\$0.00
Total Taxes	\$928.84	\$1,047.50
Total Payments	\$928.84	
Balance Due	\$0.00	

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

Document Number \_\_\_\_\_ Document Name \_\_\_\_\_

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

DOC# 924385  
Recorded  
Oct. 03, 2008 AT 08:53AM

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) \_\_\_\_\_ (SEAL)  
\* LeRoy L. Arndt, trustee \_\_\_\_\_ (SEAL)  
\* \_\_\_\_\_ (SEAL) \_\_\_\_\_ (SEAL)

**AUTHENTICATION**

Signature(s) \_\_\_\_\_  
authenticated on \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF Wisconsin )  
 ) ss.  
Fond du Lac 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  
\* KURT PETIK  
Notary Public, State of Wisconsin  
My commission (is permanent) (expires: JAN 8, 2012)

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

(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.  
TRUSTEE'S DEED ©2003 STATE BAR OF WISCONSIN FORM NO. 7-2003  
\*Type name below signatures. INFO-PRO™ Legal Forms • (800)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



379859

STATE BAR OF WISCONSIN FORM 11 - 1982  
**LAND CONTRACT**  
 Individual and Corporate  
 TO BE USED FOR ALL TRANSACTIONS WHERE OVER  
 \$1000 IS LOANED AND IN OTHER NON-CONSUMER  
 AT TRANSACTIONS

THIS SPACE RESERVED FOR RECORDING DATA

**REGISTER'S OFFICE**

Fond du Lac County, Wis.  
 Recorded at 2:53 P M

JUL 16 1982

Vol. 845 Records Page 863-865  
 GEORGE H. OTTERY, JR.  
 REGISTER OF DEEDS

Contract, by and between Raymond J. Arndt and  
Elvera Arndt, his wife  
 ("Vendor",  
 whether one or more) and Daniel B. Arndt  
 ("Purchaser", whether one or more).  
 Vendor sells and agrees to convey to Purchaser, upon the prompt and full per-  
 formance of this contract by Purchaser, the following property, together with the  
 rents, profits, fixtures and other appurtenant interests (all called the "Property"),  
 in FOND DU LAC County, State of Wisconsin:

RETURN TO 112 1/2 N. 1st St. Fond du Lac, WI 54601  
800CK  
3-55-82

In accordance with Exhibit "A" attached

Tax Parcel No. \_\_\_\_\_

**FEE**  
 # X.C.  
**EXEMPT**

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

Purchaser agrees to purchase the Property and to pay to Vendor at their residence  
 the sum of \$ 147,000.00 in the following manner: (a) \$ 0  
 at the execution of this Contract; and (b) the balance of \$ 147,000.00, together with interest from date  
 hereof on the balance outstanding from time to time at the rate of Nine (9%) per cent per annum  
 until paid in full, as follows: Interest only shall be paid for the first five years of this  
 Land Contract, in monthly payments of \$1,102.50 with the first of such payment due  
 on June 15, 1982. After said initial five year period, principal in the amount of  
 at least \$3,000.00 per year shall be paid on or before June 15th of each year  
 commencing with the payment of principal due June 15, 1987.

Provided, however, the entire outstanding balance shall be paid in full on or before the 15th day of  
May, 1992 (the maturity date).

Following any default in payment, interest shall accrue at the rate of 12% per annum on the entire amount  
 in default (which shall include, without limitation, delinquent interest and, upon acceleration or maturity, the entire  
 principal balance).

Purchaser, unless excused by Vendor, agrees to pay monthly to Vendor amounts sufficient to pay reasonably antici-  
 pated annual taxes, special assessments, fire and required insurance premiums when due. To the extent received by Vendor,  
 Vendor agrees to apply payments to these obligations when due. Such amounts received by the Vendor for payment of  
 taxes, assessments and insurance will be deposited into an escrow fund or trustee account, but shall not bear interest  
 unless otherwise required by law.

Payments shall be applied first to interest on the unpaid balance at the rate specified and then to principal. Any  
 amount may be prepaid without premium or fee upon principal at any time after January 1, 1984. (OR)  
 there may be no prepayment of principal without permission of Vendor.

In the event of any prepayment, this contract shall not be treated as in default with respect to payment so long  
 as the unpaid balance of principal, and interest (and in such case accruing interest from month to month shall be treated  
 as unpaid principal) is less than the amount that said indebtedness would have been had the monthly payments been  
 made as first specified above, provided that monthly payments shall be continued in the event of credit of any proceeds  
 of insurance or condemnation, the condemned premises being thereafter excluded herefrom.

Purchaser states that Purchaser is satisfied with the title as shown by the title evidence submitted to Purchaser  
 for examination except: Property is subject to first mortgage of record given to Federal  
 Land Bank Association, which mortgage shall be paid by Vendor in accordance with  
 said mortgage and accompanying note now in effect. Said mortgage shall be paid in  
 full by Vendor prior to delivery of Warranty Deed as provided for herein.

Purchaser agrees to pay the cost of future title evidence. If title evidence is in the form of an abstract, it shall  
 be retained by Vendor until the full purchase price is paid.

Purchaser shall be entitled to take possession of the Property on

May 15, 1982

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Purchaser promises to pay when due all taxes and assessments levied on the Property or upon Vendor's interest in it and to deliver to Vendor on demand receipts showing such payment.

Purchaser shall keep the improvements on the Property insured against loss or damage occasioned by fire, extended coverage risks and such other hazards as Vendor may require, without co-insurance, through insurers approved by Vendor, in the sum of full insurable value, but Vendor shall not require coverage in an amount more than the balance owed under this Contract. Purchaser shall pay the insurance premiums when due. The policies shall contain the standard clause in favor of the Vendor's interest and, unless Vendor otherwise agrees in writing, the original of all policies covering the Property shall be deposited with Vendor. Purchaser shall promptly give notice of loss to insurance companies and Vendor. Unless Purchaser and Vendor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided the Vendor deems the restoration or repair to be economically feasible.

Purchaser covenants not to commit waste nor allow waste to be committed on the Property, to keep the Property in good tenantable condition and repair, to keep the Property free from liens superior to the lien of this Contract, and to comply with all laws, ordinances and regulations affecting the Property.

Vendor agrees that in case the purchase price with interest and other moneys shall be fully paid and all conditions shall be fully performed at the times and in the manner above specified, Vendor will on demand, execute and deliver to the Purchaser, a Warranty Deed, in fee simple, of the Property, free and clear of all liens and encumbrances, except any liens or encumbrances created by the act or default of Purchaser, and except: None, except for  
encumbrances now existing

Purchaser agrees that time is of the essence and (a) in the event of a default in the payment of any principal or interest which continues for a period of 30 days following the specified due date or (b) in the event of a default in performance of any other obligation of Purchaser which continues for a period of 30 days following written notice thereof by Vendor (delivered personally or mailed by certified mail), then the entire outstanding balance under this contract shall become immediately due and payable in full, at Vendor's option and without notice (which Purchaser hereby waives), and Vendor shall also have the following rights and remedies (subject to any limitations provided by law) in addition to those provided by law or in equity: (i) Vendor may, at his option, terminate this Contract and Purchaser's rights, title and interest in the Property and recover the Property back through strict foreclosure with any equity of redemption to be conditioned upon Purchaser's full payment of the entire outstanding balance, with interest thereon from the date of default at the rate in effect on such date and other amounts due hereunder (if, which event all amounts previously paid by Purchaser shall be forfeited as liquidated damages for failure to fulfill this Contract and as rental for the Property if purchaser fails to redeem); or (ii) Vendor may sue for specific performance of this Contract to compel immediate and full payment of the entire outstanding balance, with interest thereon at the rate in effect on the date of default and other amounts due hereunder, in which event the shall be liable for any deficiency; or (iii) Vendor may sue at law for the entire unpaid purchase price or any portion thereof; or (iv) Vendor may declare this Contract at an end and remove this Contract as a cloud on title in a quiet-title action if the equitable interest of Purchaser is insignificant; and (v) Vendor may have Purchaser ejected from possession of the Property and have a receiver appointed to collect any rents, issues or profits during the pendency of any action under (i), (ii) or (iv) above. Notwithstanding any oral or written statements or actions of Vendor, an election of any of the foregoing remedies shall only be binding upon Vendor if and when pursued in litigation and all costs and expenses including reasonable attorneys fees of Vendor incurred to enforce any remedy hereunder (whether stated or not) to the extent not prohibited by law and expenses of title evidence shall be added to principal and paid by Purchaser, as incurred, and shall be included in any judgment.

Upon the commencement or during the pendency of any action of foreclosure of this Contract, Purchaser consents to the appointment of a receiver of the Property, including homestead interest, to collect the rents, issues, and profits of the Property during the pendency of such action, and such rents, issues, and profits when so collected shall be held and applied as the court shall direct.

Purchaser shall not transfer, sell or convey any legal or equitable interest in the Property (by assignment of any of Purchaser's rights under this Contract or by option, long-term lease or in any other way) without the prior written consent of Vendor unless either the outstanding balance payable under this Contract is first paid in full or the interest conveyed is a pledge or assignment of Purchaser's interest under this Contract solely as security for an indebtedness of Purchaser. In the event of any such transfer, sale or conveyance without Vendor's written consent, the entire outstanding balance payable under this Contract shall become immediately due and payable in full, at Vendor's option without notice. Vendor shall make all payments when due under any mortgage granted by Purchaser or under any note secured thereby, provided Purchaser makes timely payment of the amounts then due under this Contract. Purchaser may make any such payments directly to the Mortgagee if Vendor fails to do so and all payments so made by Purchaser shall be considered payments made on this Contract.

Vendor may waive any default without waiving any other subsequent or prior default of Purchaser. All terms of this Contract shall be binding upon and inure to the benefits of the heirs, legal representatives, successors and assigns of Vendor and Purchaser. (If not an owner of the Property the spouse of Vendor for a valuable consideration joins herein to release homestead rights in the subject Property and agrees to join in the execution of the deed to be made in fulfillment hereof.)

Dated this 15th day of May, 1982

VENDORS:

Raymond J. Arndt (SEAL)

• Raymond J. Arndt

Elvera Arndt (SEAL)

• Elvera Arndt

PURCHASER:

Daniel R. Arndt (SEAL)

• Daniel R. Arndt

Daniel R. Arndt (SEAL)

#### AUTHENTICATION

Signature(s) of Raymond J. Arndt and Elvera Arndt, his wife, and Daniel R. Arndt

authenticated this 15th day of May, 1982

• A. D. Edgerton  
TITLE: MEMBER STATE BAR OF WISCONSIN

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

THIS INSTRUMENT WAS DRAFTED BY

Attorney A. D. Edgerton

(Signature may be authenticated or acknowledged. Notary Public.)

#### ACKNOWLEDGMENT

STATE OF WISCONSIN

ss. County

Personally came before me this 15th day of May, 1982 the above named

Daniel R. Arndt

Daniel R. Arndt

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) 1982

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EXHIBIT "A"

E½SW¼ except therefrom a parcel of land described as follows:  
Commencing at the west quarter post of Section 8, thence running east along the east-west quarter line of said Section 1675.9 feet to the place of beginning, thence continuing east 237.57 feet along said east-west quarter line, thence south 3 degrees 11 minutes west 280.90 feet, thence north 88 degrees 57 minutes west 56 feet, thence north 25 degrees 57 minutes west 49 feet, thence north 88 degrees 57 minutes west 13 feet, thence south 25 degrees 57 minutes east 49 feet, thence north 88 degrees 57 minutes west 153.20 feet, thence north 276.50 feet to the place of beginning;  
E½W½SW¼;  
all in Sec. 8;

E½NW¼ except all that land lying south of the north line of the plat of Ravera Heights Section Addition as recorded in the Office of the Register of Deeds in and for Fond du Lac County on October 29, 1970 at 4:10 P.M. in Volume 11 of Plats on page 120, Sec. 17;  
all in T15N, R18E.

EXCEPTING THEREFROM A parcel of land located in the NW¼SW¼ of Sec. 8, T15N, R18E 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.

The above described parcel contains 1.38 acres of land more or less.

AND FURTHER EXCEPTING from the above, lands described in Certified Survey Map No. 2181 recorded in Volume 11 on pages 170, 170A and 170B, and being a part of the NE¼NW¼ of Sec. 17, T15N, R18E.

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 54912-0237PATRICIA KRAUS  
REGISTER OF DEEDS  
FOND DU LAC COUNTY  
Fee Amount: \$33.00PARCEL 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  
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)

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## 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 26<sup>th</sup> day of September, 2008.  
By [Signature] Residing at 14565 Carington Dr. Fond du Lac WI  
KURT PETIK  
[Type or Print Name]

Notary 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

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## Exhibit A

## Legal Description:

## Parcel 1 (Continued):

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 795.16 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

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

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## Exhibit A

## Legal Description:

## Parcel 1 (Continued):

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 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

## Parcel 2:

A part of the Northeast 1/4 of the Southwest 1/4 and Southeast 1/4 of the Southwest 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: Beginning at the Southeast corner of the Southwest 1/4 of said Section 8 and running thence South 89 degrees 42'23" West along the South line of the Southwest 1/4 of said Section 8, a distance of 953.62 feet; thence North 02 degrees 18'23" West, 659.27 feet; thence North 81 degrees 22'51" East, 553.51 feet; thence North 02 degrees 18'23" West, 1343.21 feet; thence South 88 degrees 01'44" East along the South right-of-way line of State Trunk Highway "23", a distance of 100.50 feet; thence South 85 degrees 20'41" East along said right-of-way line, 387.56 feet; thence South 00 degrees 27'44" East along the East line of the Southwest 1/4 of said Section 8, a distance of 2543.64 feet to the point of beginning.

## Parcel 3:

Also a right of way easement to Danny Lane described as follows: Beginning at the Southeast corner of the Southwest 1/4 of said Section 8 and thence running South 89 degrees 42'23" West along the South line of the Southwest 1/4 of said Section 8 a distance of 315.04 feet to the point of beginning; thence South 0 degrees 45'56" East 425.57 feet to the right of way of Danny Lane, then South 89 degrees 14'04" West 66.00 feet; then North 0 degrees 45'56" West 425.91 feet to the South line of the Southwest 1/4 of said Section 8, then North 89 degrees 42'23" East 66 feet to the point of beginning, being located in the Northeast 1/4 of the Northwest 1/4 of Section 17, Township 15 North, Range 18 East, Town of Empire, Fond du Lac County, Wisconsin.

Tax ID/PIN: T08-15-18-08-09-004-00

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

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State Bar of Wisconsin Form 21-2003 <b>MORTGAGE</b>		DOC# 924387
Document Number	Document Name	Recorded Oct. 03, 2008 AT 08:56AM
<b>MICHAEL BAUMHARDT</b>		PATRICIA KRAUS REGISTER OF DEEDS FOND DU LAC COUNTY Fee Amount: \$23.00
("Mortgagor," whether one or more) mortgages to <b>RICHARD J. FREUND and NANCY A. FREUND, as Trustees of the Freund Revocable Trust dtd. 9/15/94</b> its successors or assigns ("Mortgagee," whether one or more), to secure payment of \$ <b>140,000.00</b> evidenced by a note or notes, or other obligation ("Obligation") dated <b>September 26, 2008</b> executed by <b>Michael Baumhardt</b>		
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 <b>Fond du Lac</b> County, State of Wisconsin ("Property"):		
See legal description on "EXHIBIT A" which is attached hereto and made a part hereof.		
<b>See attached "EXHIBIT A"</b> Parcel Identification Number (PIN) This <b>-is not-</b> homestead property. (is)-(is not) This <b>-is-</b> a purchase money mortgage. (is) (is-not)		Recording Area Name and Return Address <b>Attorney Robert V. Edgerton</b> <b>Edgerton, St. Peter, Petak &amp; Rosenfeldt</b> <b>P. O. Box 1276</b> <b>Fond du Lac, WI 54936-1276</b>

# **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

State Bar Form 21-Page 1

**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) Michael Baumhardt \_\_\_\_\_(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:

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.)

MORTGAGE

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. 21-2003

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**"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, 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° 26' 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

6

**"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

6

**"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. 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 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

R01109 785

416896

DOCUMENT NO. \_\_\_\_\_ WARRANTY DEED  
THIS INDENTURE, made by Raymond J. Arndt, a widower

grantor(s) hereby conveys and warrants to

STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION  
grantee, for the sum of Seven Hundred Fifty and No/100 (\$750.00)  
Dollars

The consideration stated herein is payment in full for the property described herein and includes  
 a compensation for items of damage set forth in s.32.09, Wisconsin Statutes, assuming the com-  
 pletion of the improvements contemplated by the relocation order or orders upon which this instr-  
 ument is based. Compensation for additional items of damage listed in s.32.195, Wisconsin Statutes,  
 has not been included. If any such items are shown to exist the owner may file claims as provided in  
 s.32.20, Wisconsin Statutes.

Exempt from fee: s.77.25(2)

This (is) (is not) homestead property.

(Legal Description is attached hereto and made a part hereof by reference.)

This space reserved for recording date

## REGISTER'S OFFICE

Fond du Lac County, Wis.

Recorded at 8:41 M

NOV 13 1985

Vol. 908 Records Page 195  
MARY A. BRICKLE 196  
REGISTER OF DEEDS

Return to: Wisconsin Dept. of Transportation

FEE  
# 77.25(2)  
EXEMPTTHIS INSTRUMENT  
RECORDEDINITIAL  
DATERECORDED IN THE  
FOND DU LAC COUNTY  
CLERK'S OFFICE  
NOV 13 1985Dated this 11th day of November, 19 85.

\_\_\_\_\_(SEAL)

Raymond J. Arndt (SEAL)

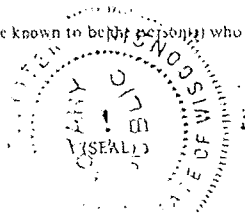
Raymond J. Arndt

\_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)

STATE OF WISCONSIN, County of Fond du LacPersonally came before me this date NOVEMBER 11, 1985the above named Raymond J. Arndt, a widower

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

Richard T. Cotter  
Richard T. CotterNotary Public, State of Wisconsin. My commission expires May 11, A.D., 19 86.VOL 908 PAGE 195  
This instrument was drafted by the State of Wisconsin, Department of Transportation.Project I.D. 1442-01-21

Page 1 of 2

Parcel No. 22

## DESCRIPTION SHEET

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

That part of the southwest  $\frac{1}{4}$  of Section 8, Township 15 North, Range 18 East, described as follows: Begin at the northeast corner of said southwest  $\frac{1}{4}$ ; then south  $1^{\circ} 29' 42''$  east along the east line of said southwest  $\frac{1}{4}$  92.36 feet; then north  $86^{\circ} 22' 39''$  west 387.56 feet; then north  $89^{\circ} 03' 39''$  west along a line, which is 80.00 feet southerly of and parallel with the reference line of S.T.H. 23, 367.30 feet to the owner's westerly property line; then north  $1^{\circ} 51' 08''$  east along said line 44.41 feet to the north line of said southwest  $\frac{1}{4}$ ; then north  $88^{\circ} 40' 08''$  east along said line 750.39 feet to the point of beginning.

This parcel contains 0.54 acre, more or less, exclusive of lands previously conveyed or dedicated for highway purposes.

Also, a Limited Highway Easement for the right to construct a driveway, including for such purpose the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for such public purpose, including the right to preserve, protect, remove, or plant thereon any vegetation that the highway authorities may deem necessary or desirable, in and to the following tract of land in Fond du Lac County, State of Wisconsin, described as: a 40 foot strip of land lying southerly of an adjacent to the above described parcel between points 64.30 feet and 107.30 feet easterly of the west property line of the owner, as measured along the southerly line of the above described parcel.

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

Also, all existing future or potential common law or statutory easements or rights of access between the right of way of the highway, currently designated as S.T.H. 23, and all of the abutting remaining real property of the owner, whether acquired by separate conveyance or otherwise, where the following described real estate abuts on the said highway: the west 915.39 feet of the east 1903.35 feet and the east 750.39 feet of the southwest  $\frac{1}{4}$  of said Section 8.

Except the right of access to S.T.H. 23, from said abutting real estate on the south side of said highway by means of one access point in the east 750.39 feet and one access point in the west 915.39 feet of the east 1903.35 feet of said southwest  $\frac{1}{4}$ , pursuant to the provisions of Section 86.07(2), Wisconsin Statutes.

VOL 908 PAGE 196

I.D. 1442-01-21

PAGE 2 OF 2

Parcel 22



DOCUMENT NO.

514109

WARRANTY DEED  
STATE BAR OF WISCONSIN FORM 2 — 1982

THIS SPACE RESERVED FOR RECORDING DATA

VOL 1088 PAGE 719  
JUL 10 9 12 AM '92

Mary C. Lichke  
REGISTER OF DEEDS  
FOND DU LAC COUNTY, WI

DANIEL R. ARNDT, a single man

conveys and warrants to TODD E. READER and JEAN T. READER,  
husband and wife,

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

RETURN TO  
Neil Hobbs \$10  
P. O. Box 1276  
Fond du Lac, WI 54936-1276  
Part of T08-15-18-08-09-001-  
Tax Parcel No: 00

Outlot One (1) of Certified Survey Map No. 4238 recorded in Volume 24 of  
Certified Survey Maps of Fond du Lac County on pages 11 and 11A, as Document  
No. 513469 and located in the N.E. 1/4 of the S.W. 1/4 of Section 8, T.15N. -  
R.18E., Town of Empire, Fond du Lac County, Wisconsin.

TRANSFER  
\$ 2.40  
FEE

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

Exception to warranties: None

Dated this 8th day of July, 1992

(SEAL)

Daniel R. Arndt

(SEAL)

\* Daniel R. Arndt

(SEAL)

(SEAL)

AUTHENTICATION

Signature(s)

authenticated this day of, 19

TITLE: MEMBER STATE BAR OF WISCONSIN

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

THIS INSTRUMENT WAS DRAFTED BY

Attorney Neil Hobbs

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

ACKNOWLEDGMENT

STATE OF WISCONSIN

FOND DU LAC County, ss.

Personally came before me this 8th day of  
July, 1992 the above named  
Daniel R. Arndt

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

Neil Hobbs

\* Neil Hobbs

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

\*Names of persons signing in any capacity should be typed or printed below their signatures.

WARRANTY DEED

STATE BAR OF WISCONSIN

VOL 1088 PAGE 719

Wisconsin Equal Housing Lender

532738

WARRANTY DEED  
STATE BAR OF WISCONSIN FORM 2 — 1982

THIS SPACE RESERVED FOR RECORDING DATA

RECEIVED FOR RECORD

VOL 1130 PAGE 383

93 MAY 26 AM 10:43

Mary A. Briatte

REGISTER OF DEEDS  
FOND DU LAC COUNTY, WI

RETURN TO

NATIONAL Exchange Bank and Trust  
FOND DU LAC, WI 54935

10

Daniel R. Arndt, a single man

conveys and warrants to Richard B. Arndt and Nadine L. Arndt, his wife, as survivorship marital property.

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

Tax Parcel No: \_\_\_\_\_

Lot One (1) of Certified Survey Map No. 4380 recorded in Vol. 25 of Certified Survey Maps pages 23 and 23A, located in the Northeast Quarter of the Southwest Quarter (NE 1/4 SW 1/4) of Section 8 Township 15 North of Range 18 East.

TRANSFER  
\$ 900  
FEE

Grantor, his heirs and assigns, retains an easement for ingress and egress only over that portion of Certified Survey Map No. 4380 that is now used as a driveway and is so indicated on said Certified Survey Map.

Provided, however, that any subsequent heirs or assigns of grantor who have rights in said easement shall be required to equally share the cost of the upkeep of the existing road with the grantees.

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

Exception to warranties: Subject to easements and restrictions of record.

Dated this 18th day of May, 1993.

(SEAL)

Daniel R. Arndt (SEAL)

Daniel R. Arndt (SEAL)

(SEAL)

## AUTHENTICATION

Signature(s) \_\_\_\_\_

authenticated this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

TITLE: MEMBER STATE BAR OF WISCONSIN

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

THIS INSTRUMENT WAS DRAFTED BY  
ROY W. THIEL, Attorney

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

## ACKNOWLEDGMENT

STATE OF WISCONSIN

Fond du Lac County, } ss.

Personally came before me this \_\_\_\_\_ day of May, 1993, the above named Daniel R. Arndt, a single man.

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

GARY P. WISCHNEWSKI  
Notary Public, Fond du Lac County, Wis.  
My Commission is permanent (If not, state expiration date: FEBRUARY 6, 1994.)

\*Names of persons signing in any capacity should be typed or printed below their signatures.

WARRANTY DEED

STATE BAR OF WISCONSIN  
FORM No. 2 — 1982

VOL 1130 PAGE 383

Wisconsin Legal Blank Co. Inc.  
Milwaukee, Wis.

634474

661259

## WARRANTY DEED

Daniel R. Arndt

RECEIVED FOR RECORD

VOL 1360 PAGE 394

98 MAR 24 AM 11:49

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

conveys and warrants to

Richard B. Arndt and Nadine L. Arndt,  
husband and wife as survivorship marital  
property  
 the following described real estate in  
 Fond du Lac County, State of Wisconsin:

Tax Key No. T08-15-18-08-09-001-00

Return to: National Exchange Bank  
 130 S. Main St., Fond du Lac, WI

A part of the Northeast 1/4 of the Southwest 1/4 of Section 8, Township 15 North, Range 18 East, Fond du Lac County, Wisconsin, and more particularly described as follows:

Beginning at the Northeast corner of Lot 1 of Certified Survey Map No. 4380 as recorded in the Fond du Lac County Register of Deeds Office in Volume 25 of Certified Survey Maps on Page 23 and running thence South 89°-03'-38" East along the South line of S.T.H. 23, a distance of 100.28 feet; thence South 03°-19'-52" East, 1243.21 feet; thence South 86°-40'-08" West, 795.16 feet; thence North 03°-19'-52" East, 735.16 feet; WEST thence North 86°-40'-08" East, 525.16 feet; thence North 03°-19'-52" East, 528.25 feet; thence South 89°-03'-39" East along the South line of S.T.H. 23, a distance of 70.20 feet; thence South 03°-19'-52" East, WEST along the West line of said Certified Survey Map No. 4380, a distance of 563.01 feet; thence South 86°-40'-08" West, 195.16 feet; thence South 03°-19'-52" East, along the West line of said Certified Survey Map No. 4380, a distance of 295.16 feet; thence North 86°-40'-08" East along the South line of said Certified Survey Map No. 4380, a distance of 295.16 feet; thence North 03°-19'-52" (East) along the East line of said WEST Certified Survey Map No. 4380, a distance of 850.69 feet to the point of beginning, and being subject to easements of record.

This is not homestead property.

THIS DEED IS BEING RE-RECORDED  
TO CORRECT THE LEGAL.

Exceptions to Warranties: Municipal and zoning ordinances, recorded easements, recorded restrictions and covenants, air rights, and general taxes levied for the year of closing.

Dated this 12 day of March 1998.

FEE

# 77.25(3)

RECEIVED FOR RECORD

RE-RECORDED

VOL 1428 PAGE 984

\* EXEMPT

99 JAN 29 PM 2:10

AUTHENTICATION

Signature(s) Mary A. Brickle  
 REGISTER OF DEEDS  
 authenticated this FOND DU LAC COUNTY, WI  
19

Daniel R. Arndt

\* Daniel R. Arndt

(SEAL)

ACKNOWLEDGMENT

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

Personally came before me  
 this 17th day of March  
 1998 the above  
Daniel R. Arndt  
 known to me to be the person(s)  
 who executed the foregoing  
 instrument and acknowledged the  
 same.

Susan M. Wollersheim  
 \* Susan M. Wollersheim  
 Notary Public, Fond du Lac County,  
 State of Wisconsin  
 My Commission: Expires 12/19/99

TITLE: MEMBER STATE BAR OF WIS.

This Instrument was Drafted by:  
 Wehner Law Office  
 Atty. Richard H. Wehner

VOL 1360 PAGE 394

DOC# 801601

Recorded

SEP. 23, 2003 AT 03:43PM

STATE BAR OF WISCONSIN FORM 2 - 1998

**WARRANTY DEED**

Document Number

**This Deed, made between Daniel R. Arndt Grantor, and Michael J. Baumhardt Grantee.**

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

*Sally Barbeau*

SALLY BARBEAU  
REGISTER OF DEEDS  
FOND DU LAC COUNTY  
Fee Amount: \$13.00  
Transfer fee: \$315.00

Recording Area

Name and Return Address

MICHAEL BAUMHARDT  
W4689 HWY B  
EDEN, WI 53019  
2-25515

T08-15-18-08-09-001-00  
T08-15-18-17-05-001-00

T08-15-18-08-12-001-00

Parcel Identification Number (PIN)

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

Property described on Exhibit A, attached hereto and made a part hereof.

Exceptions to warranties: ALL EASEMENTS AND RESTRICTIONS

Dated this 22 day of September, 2003.

*Daniel R. Arndt*

\* Daniel R. Arndt

\*

\*

AUTHENTICATION

Signature(s)

authenticated this \_\_\_\_\_ day of \_\_\_\_\_

\*

TITLE: MEMBER STATE BAR OF WISCONSIN

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

THIS INSTRUMENT WAS DRAFTED BY  
LOUIS J. ANDREW, JR.  
ANDREW LAW OFFICES, S.C.

(Signatures may be authenticated or acknowledged. Both are not

ACKNOWLEDGMENT

STATE OF WISCONSIN )

) ss.

FOND DU LAC County. )

Personally came before me this 22 day of  
SEPTEMBER, 2003 the above named  
Daniel R. Arndt

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

*Kathleen A. Schmitz*  
\* Kathleen A. Schmitz

Notary Public, State of WISCONSIN

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

4.15.07

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

Information Professionals Co., Fond du Lac, WI  
800-655-2021

WARRANTY DEED

STATE BAR OF WISCONSIN  
FORM No. 2 - 1998

## EXHIBIT A

### Parcel 1:

A part of the Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  and Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 8, Township 15 North, Range 18 East, Town of Empire, Fond du Lac County, Wisconsin and more particularly described as follows: Beginning at the Southeast corner of the Southwest  $\frac{1}{4}$  of said Section 8 and running thence South 89 degrees 42'23" West along the South line of the Southwest  $\frac{1}{4}$  of Section 8, a distance of 953.62 feet; thence North 02 degrees 18'23" West, 659.27 feet; thence North 81 degrees 22'51" East, 553.31 feet; thence North 02 degrees 18'23" West, 1843.21 feet; thence South 88 degrees 01'44" East along the South right-of-way line of State Trunk Highway "23", a distance of 100.50 feet; thence South 85 degrees 20'41" East along said right-of-way line, 387.56 feet; thence South 00 degrees 27'44" East along the East line of the Southwest  $\frac{1}{4}$  of said Section 8, a distance of 2543.64 feet to the point of beginning.

### Parcel 2:

Also a right of way easement to Danny Lane described as follows: Beginning at the Southeast corner of the Southwest  $\frac{1}{4}$  of said Section 8 and thence running South 89 degrees 42'23" West along the South line of the Southwest  $\frac{1}{4}$  of said Section 8 a distance of 315.04 feet to the point of beginning; thence South 0 degrees 45'56" East 425.37 feet to the right of way of Danny Lane, then South 89 degrees 14'04" West 66.00 feet; then North 0 degrees 45'56" West 425.91 feet to the South line of the Southwest  $\frac{1}{4}$  of said Section 8, then North 89 degrees 42'23" East 66 feet to the point of beginning, being located in the Northeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 17, Township 15 North, Range 18 East, Town of Empire, Fond du Lac County, Wisconsin.

\* \* \* End \* \* \*

530841

CERTIFIED SURVEY MAP FOR

RICK ARNDT

LOCATED IN THE N.E. 1/4 OF THE S.W. 1/4 OF  
SECTION 8, T. 15 N.-R. 18 E.  
TOWN OF EMPIRE  
FOND DU LAC COUNTY, WISCONSIN

STATE OF WISCONSIN )  
FOND DU LAC COUNTY ) SS

Approved in accordance with Sec. 236.12 Wisconsin

Statutes this 29<sup>th</sup> day of APRIL, 1993.

FOND DU LAC COUNTY PLANNING AGENCY  
by Samuel F. Tobin  
Director of Planning

FOND DU LAC COUNTY )  
STATE OF WISCONSIN ) SS

Dedication approved; lots approved in accordance with town  
subdivision ordinance.

Dated Apr 20 19 93 Town of Empire

By Rick Arndt  
Chairman

ATTEST: [Signature]  
Clerk



Donald R. Patchett  
APR. 8, 1993 REVISED APRIL 30, 1993

++LEGEND++

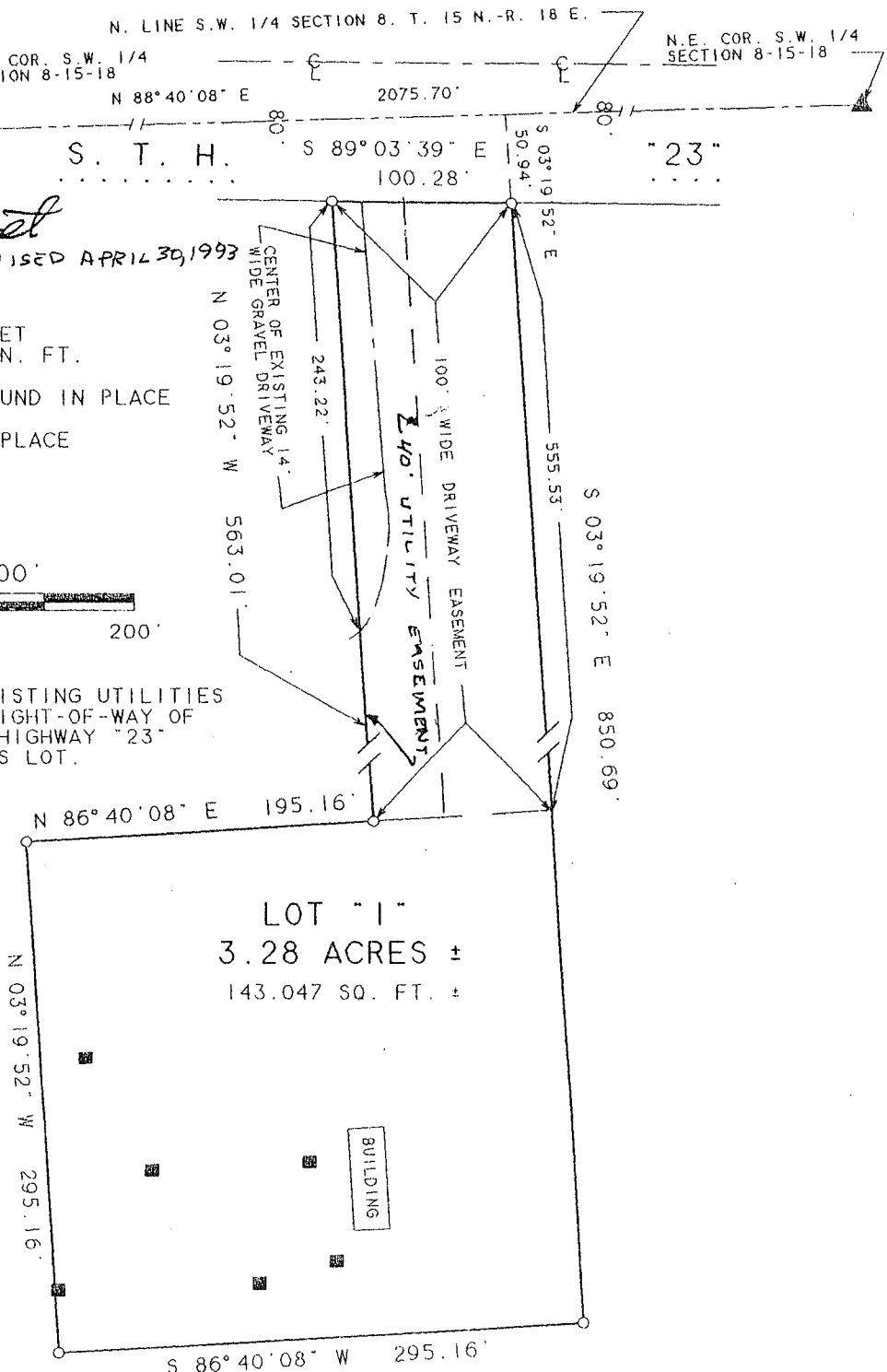
- 1" x 24" IRON PIPE SET  
WEIGHING 1.13 LBS/LIN. FT.
- ⊕ BERNTSEN MONUMENT FOUND IN PLACE
- ▲ NAIL & TAB FOUND IN PLACE
- SOIL BORINGS

SCALE: 1" = 100'  
0' 50' 100' 200'

NOTE: THERE ARE EXISTING UTILITIES  
WITHIN THE RIGHT-OF-WAY OF  
STATE TRUNK HIGHWAY "23"  
TO SERVE THIS LOT.



NORTH POINT REFERENCED TO THE  
NORTH LINE OF THE SOUTHWEST 1/4  
OF SECTION 8, T. 15 N.-R. 18 E.  
ASSUMED AS N 88° 40' 08" E



CERTIFIED SURVEY MAP # 4380

VOLUME 25

PAGE 23

SHEET 1 OF 2 SHEETS

SURVEYOR'S CERTIFICATE

I, Donald R. Patchett, Registered Land Surveyor, hereby certify:

That I have surveyed, divided and mapped a parcel of land described below.

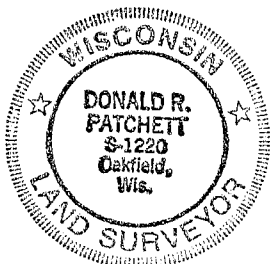
That I have made such Certified Survey by the direction of Rick Arndt, bounded and described as follows:

A part of the Northeast 1/4 of the Southwest 1/4 of Section 8, T. 15 N.-R. 18 E., 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 88°-40'-08" East along the North line of the Southwest 1/4 of said Section 8, a distance of 2075.70 feet; thence South 03°-19'-52" East, 50.94 feet to a point on the Southerly right-of-way of State Trunk Highway "23" and to the point of beginning; thence continuing South 03°-19'-52" East, 850.69 feet; thence South 86°-40'-08" West, 295.16 feet; thence North 03°-19'-52" West, 295.16 feet; thence North 86°-40'-08" East, 195.16 feet; thence North 03°-19'-52" West, 563.01 feet; thence South 89°-03'-39" East along the Southerly right-of-way of State Trunk Highway "23", a distance of 100.28 feet to the point of beginning and containing 3.28 Acres (143,047 Square Feet) of land more or less and being subject to easements of record.

That such is a correct representation of all the exterior boundaries of the land surveyed and the subdivision thereof made.

That I have fully complied with the provisions of Section 236.34 of the Wisconsin Statutes and the Subdivision Regulations of the City of Fond du Lac in surveying, dividing and mapping the same.



*Donald R. Patchett*

Donald R. Patchett, R.L.S. No. S-1220

ACCRO SURVEYORS, S.C.  
Route 1, Oakfield, Wisconsin 53065

Fieldnotes Volume 136 Page 36

Project No. 3138 A

Dated this 8th day of April, 1993

R.E. Patchett, R.L.S.

PLAN COMMISSION CERTIFICATE

STATE OF WISCONSIN)  
FOND DU LAC COUNTY)SS

Approved this 19th day of APRIL, 1993.

CITY OF FOND DU LAC PLAN COMMISSION

*William Roemer*  
William Roemer, Chairman

ATTEST: *Thomas Lehman*  
Thomas Lehman,  
Recording Secretary

RECORDED  
VOLUME 25 CERTIFIED SURVEY MAPS  
PGS. 23 & 23A.  
APR 30 10 36 AM '93  
FOND DU LAC COUNTY, WIS.  
REGISTER OF DEEDS

CERTIFIED SURVEY MAP # 4380

VOLUME 25

PAGE 23A.

SHEET 2 OF 2 SHEETS

513469

CERTIFIED SURVEY MAP FOR

DANIEL R. ARNDT

LOCATED IN THE N.E. 1/4 OF THE S.W. 1/4 OF  
SECTION 8, T. 15 N.-R. 18 E.  
TOWN OF EMPIRE  
FOND DU LAC COUNTY, WISCONSIN

CERTIFIED SURVEY MAP #

4238

VOLUME

24

PAGE 11

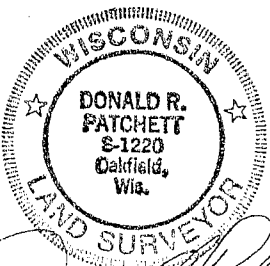
SHEET 1 OF 2 SHEETS

RECORDED

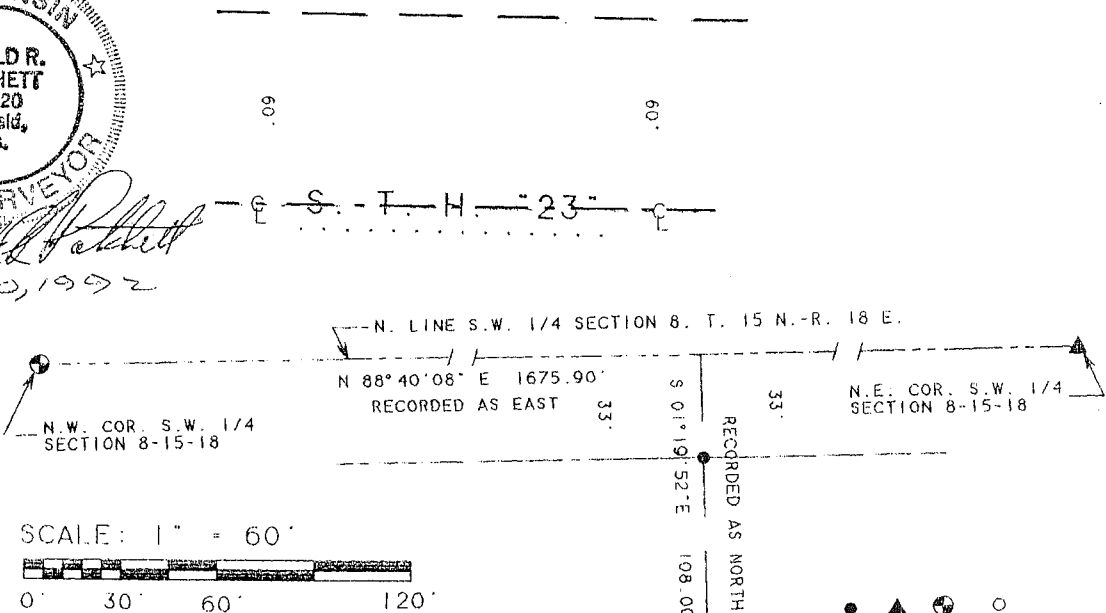
VOLUME 24 CERTIFIED SURVEY MAPS  
PGS. 11 & 11A.

JUL 1 11:53AM '92

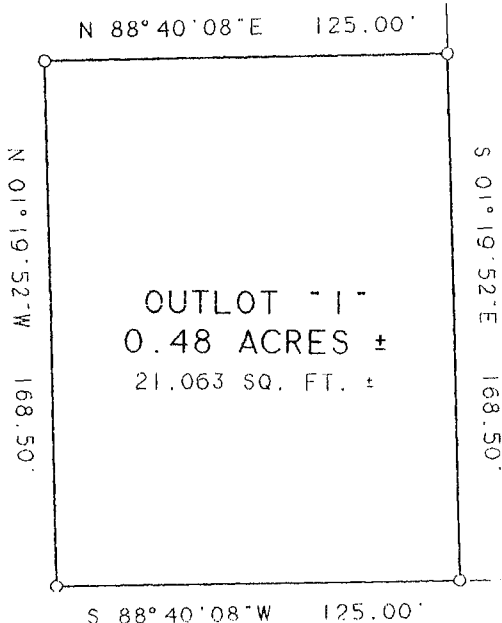
*Deeds & Records*  
REGISTER OF DEEDS  
FOND DU LAC COUNTY, WI



*Donald R. Patchett*  
JUNE 30, 1992



NORTH POINT REFERENCED TO THE  
NORTH LINE OF THE SOUTHWEST 1/4  
OF SECTION 8, T. 15 N.-R. 18 E.  
ASSUMED AS N 88° 40' 08" E



VOL. 1027 RECORDS PG. 139

++LEGEND++

- 1" x 24" IRON PIPE SET  
WEIGHING 1.13 LBS/LIN. FT.
- BERNTSEN MONUMENT FOUND IN PLACE
- NAIL FOUND IN PLACE
- IRON PIPE FOUND IN PLACE



SURVEYOR'S CERTIFICATE

I, Donald R. Patchett, Registered Land Surveyor, hereby certify:

That I have surveyed, divided and mapped a parcel of land described below.

That I have made such Certified Survey by the direction of Daniel R. Arndt, bounded and described as follows:

A part of the Northeast 1/4 of the Southwest 1/4 of Section 8, T. 15 N.-R. 18 E., 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 88°-40'-08" East along the North line of the Southwest 1/4 of said Section 8, a distance of 1675.90 feet; thence South 01°-19'-52" East along the West line of lands recorded in the Fond du Lac County Register of Deeds Office in Volume 1027 of Records on Page 139, a distance of 108.00 feet to the point of beginning; thence continuing South 01°-19'-52" East along the West line of said Volume 1027 of Records Page 139 lands, a distance of 168.50 feet to the Southwest corner thereof; thence South 88°-40'-08" West, 125.00 feet; thence North 01°-19'-52" West, 168.50 feet; thence North 88°-40'-08" East, 125.00 feet to the point of beginning and containing 0.48 Acres (21,063 Square Feet) of land more or less and being subject to easements of record.

That such is a correct representation of all the exterior boundaries of the land surveyed and the subdivision thereof made.

That I have fully complied with the provisions of Section 236.34 of the Wisconsin Statutes in surveying, dividing and mapping the same.



*Donald R. Patchett*

Donald R. Patchett, R.L.S. No. S-1220

ACCRO SURVEYORS, S.C.  
Route 1, Oakfield, Wisconsin 53065

Fieldnotes Volume 134 Page 77

Project No. 3014

Dated this 30th day of June, 1992

R.E. Patchett, R.L.S.

CERTIFIED SURVEY MAP #

4238

VOLUME

24

PAGE

11A.

SHEET 2 OF 2 SHEETS

WARRANTY DEED

**224673**

THIS INDENTURE, Made by RAYMOND J. ARNDT and ELVERA  
E. ARNDT, his wife and in her own right, Grantors of Fond du Lac County,  
Wisconsin hereby conveys and warrants to CLAYTON F. SMITH and  
MAVIS A. SMITH, his wife, as joint tenants, and to the survivor of either  
of them, Grantees of Fond du Lac County, Wisconsin, for the sum of One  
Dollar (\$1.00) and other valuable consideration, the following tract of  
land in Fond du Lac County, State of Wisconsin:

A parcel of land located in the Northeast Quarter,  
Southwest Quarter (NE $\frac{1}{4}$ , SW $\frac{1}{4}$ ), 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 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, 30°-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 containing 1.329 acres of land more or less and with  
the North boundary of this parcel being subject to the  
rights of the public for highway purposes, said portion  
measured Southerly from the North line of the parcel  
35.4 feet and 34.5 feet on the West and East sides of  
the parcel respectively.

Also conveying to the Grantees, their heirs and assigns, a perpetual  
right to take water solely for domestic purposes from a well located on  
the following described lands:

A part of the NE $\frac{1}{4}$ , SW $\frac{1}{4}$  of Section 8, Township 15 North,  
Range 18 East, more particularly 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, 1,675.9 feet to a point; thence continuing  
East, 237.57 feet along said East-West Quarter line to  
a point; thence South, 30°-11' West, 280.90 feet; thence

- 2 -

North 88°-57' West, 56.00 feet to the place of beginning; thence North, 25°-57' West, 49.00 feet; thence North, 88°-57' West, 13.00 feet; thence South 25°-57' East, 49.00 feet; thence South, 88°-57' East, 13.00 feet to the place of beginning.

And further conveying to Grantees, their heirs and assigns, an easement on, over and under the surface of the lands described immediately above for the purpose of maintaining and repairing a water pipe line from the well to the lands hereby conveyed.

Grantors covenant and agree to maintain and repair the well and to furnish water to the Grantees, their heirs and assigns for the above specified purposes at an annual cost of not to exceed Fifteen Dollars (\$15.00). This covenant shall run with the land and may be terminated only for non-payment of the annual charges.

IN WITNESS WHEREOF, the said grantors have hereunto set their hands and seals this 28th day of July, 1967.

SIGNED AND SEALED IN  
PRESENCE OF

Raymond J. Arndt (SEAL)  
Raymond J. Arndt

Neil Hobbs  
Neil Hobbs

Elvera E. Arndt (SEAL)  
Elvera E. Arndt

Jane Casper  
Jane Casper

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

REGISTER'S OFFICE  
FOND DU LAC COUNTY, WIS.  
RECORDED AT 8:00 A.M.

ON JUL 31 1967 IN

Vol. 569 PAGE 253

Kenneth S. Betz  
REGISTER OF DEEDS

Personally came before me, this 28th day of July, 1967

the above named RAYMOND J. ARNDT and ELVERA E. ARNDT, his wife to me known to be the persons who executed the foregoing instrument and acknowledged the same.



Neil Hobbs  
Neil Hobbs  
Notary Public, Fond du Lac County,  
Wisconsin  
My Commission is permanent.

This instrument drafted by Neil Hobbs.

365825

H-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 E 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 E, for them selves, 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 E, 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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

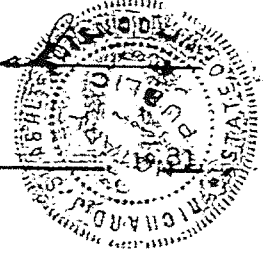
Raymond Arndt (SEAL)  
Raymond Arndt Land Owner  
Elvera Arndt (SEAL)  
Elvera Arndt His Wife

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 person 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 11 M  
DEC 29 1980  
Vol. 823 Records Page 462-463  
GEORGE H. OTTERY  
REGISTER OF DEEDS

Refuse Tel Co 800  
707 800

VOL 823 PAGE 463

✓  
483990

WELL AGREEMENT

17<sup>th</sup> Return to:  
Todd Reader  
141 N. Park  
Fond du Lac, WI 54435

THIS INDENTURE made and entered into this 28th day of September 1990, by and between Raymond J. Arndt Estate by David D. Arndt, Personal Representative, and Todd E. Reader and Jean T. Reader, and

WHEREAS, the parties hereto own or have an ownership interest in the following real estate located in Dane County, Wisconsin:

Owner

Real Estate

RAYMOND J. ARNDT  
ESTATE by DAVID D.  
ARNDT, P.R.

See Exhibit A attached and  
incorporated by reference.

TODD E. READER and  
JEAN T. READER

See Exhibit B attached and  
incorporated by reference.

WHEREAS, there is a certain water well, water pump, and appurtenances thereto located on Parcel One (1), which water well serves the parcels of real estate owned variously by the parties hereto as described in the preceding paragraph; and

WHEREAS, it is in the best interest of all of the parties concerned that an Agreement be consummated relative to the ownership, operation, use, and maintenance of the said well;

NOW, THEREFORE, in consideration of the mutual promises herein contained, and other good and real considerations between these parties,

IT IS HEREBY AGREED, by and between the parties hereto, as follows:

1. That the water well, thereto, excluding the water lateral from the well on the lands of any owner, shall be owned jointly by the owners of the above-described parcels of real estate, their heirs, successors, assigns, personal representatives and trustees, in interest.

2. That each of said owners, their heirs, assigns, personal representatives, trustees and successors in interest shall be entitled to the use of the well and its appurtenances in perpetuity.

3. That the owners of each lot connected to the water well will maintain a single pump and necessary appurtenances.

4. That the owners of Lot Two (2) will compensate the owners of Lot One (1) quarterly for a portion of the electricity determined to be \$10 (ten dollars) per month. The compensation may be increased in any subsequent calendar year based on actual increases of charges levied by the electrical utility.

5. That in the event of the necessity of any repairs, alterations, or replacements necessary for the proper and efficient operation of the well and the pump, the owner of each lot connected to the said well shall contribute as follows: Owner of Exhibit A will pay 25% of total charges and owner of Exhibit B will pay 25% of total charges upon receipt of a statement of charges from whomsoever authorized the incurrence of such repairs, provided, however, that such repairs must

first be authorized by the owners of at least one of the two lots connected to said well, except in the case of an emergency where it is impractical to obtain the necessary authorizations any one owner may authorize. The owner of the lot on which the well is located hereby expressly grants unto the owner of the remaining lot which are connected to the said well, an easement across his land for the express and limited purpose of repairing such part of his pump, its equipment and the lateral of any owner as is located on his lot. The party making any such repairs shall restore the property of the owner of the lot upon which the well and pump is located to the condition it was in prior to the making of any such repairs.

6. That all agreements and obligations hereby imposed upon or assumed by the respective parties hereto shall be construed as accruing to and binding upon the heirs, assigns, personal representatives, trustees, and/or successors in interest of the parties hereto, respectively, and this agreement shall run with the land and in perpetuity, unless terminated, in writing, by agreement of all of the parties. Any well agreement formulated in a Warranty Deed dated July 28, 1967 recorded July 31, 1967 in Vol. 569 of Records, Fond du Lac County Registry, pages 253/254 as Document #224673 is null and void.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal this 28th day of September, 1990.

RAYMOND J. ARNDT ESTATE

By: David D. Arndt P.R.  
David D. Arndt, P.R.

Todd E. Reader  
Todd E. Reader

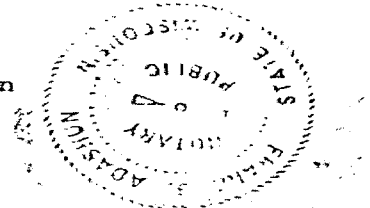
Jean T. Reader  
Jean T. Reader

Personally came before me this 28th day of September 1990, the above named David D. Arndt, Todd E. Reader, and Jean T. Reader, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Frank G. Adashun  
Notary Public, Fond du Lac  
My Commission Expires 8-4-91

County, Wisconsin

This instrument drafted by:  
Attorney David B. Lund  
P.O. Box A, DeForest, WI 53532  
(608) 846-5401



WELL AGREEMENT

RECORDED  
VOL 1027 PAGE 503-505  
OCT 10 12 28 PM '90

EXHIBIT A

*Mary J. Fischer*

E1/2 SW1/4 except therefrom a parcel of land described as follows: Commencing at the west quarter post of Section 8, thence running east along the east-west quarter line of said Section 1675.9 feet to the place of beginning, thence continuing east 237.57 feet along said east-west quarter line, thence south 3 degrees 11 minutes west 280.90 feet, thence north 88 degrees 57 minutes west 56 feet, thence north 25 degrees 57 minutes west 49 feet, thence north 88 degrees 57 minutes west 13 feet, thence south 25 degrees 57 minutes east 49 feet, thence north 88 degrees 57 minutes west 153.20 feet, thence north 276.50 feet to the place of beginning; E1/2 SW1/4; all in Section 8.

Excepting real estate described in Exhibit B, a part of this well agreement.

EXHIBIT B

A parcel of land located in the Northeast Quarter, Southwest Quarter (NE1/4, SW1/4), Section 8, Township 15 North, Range 18 East (Town of Empire), and more particularly 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 containing 1.329 acres of land more or less and with the North boundary of this parcel being subject to the rights of the public for highway purposes, said portion measured Southerly from the North line of the parcel 35.4 feet and 34.5 feet on the West and East sides of the parcel respectively.

VOL 1027 PAGE 505



701362

Document Number

High Voltage Electric  
Transmission Line Easement  
Wis. Stat. Sec. 182.017(7)

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 Emprise, 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.

RECEIVED FOR RECORD

00 OCT 16 AM 10:48

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)

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 5<sup>th</sup> 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 5<sup>th</sup> 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 20<sup>th</sup> 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 20<sup>th</sup> 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

6

**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 \$ 20,375<sup>00</sup>/<sub>100</sub>

**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

BankOne, Fond du Lac h/k/a Bank One Wisconsin  
[Signature] (SEAL)

Dennis P. Kelliher, VP (SEAL)

[Signature] (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.

[Signature]  
 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\_blink-01/1/000905b

0736734

Document Number	PARTIAL EASEMENT ASSIGNMENT
	Document Title

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").

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

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 11<sup>th</sup> 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 11<sup>th</sup> 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. Sokolak*

Name: Laurie R. Sokolak

Notary Public, Wisconsin

My Commission expires: June 19, 2005

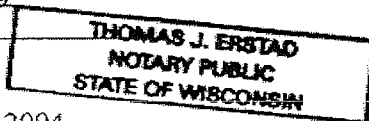
LAURIE R. SOKOLAK  
NOTARY PUBLIC  
STATE OF WISCONSIN

{ADDITIONAL ACKNOWLEDGEMENT ON FOLLOWING PAGE}

STATE OF WISCONSIN                    )  
  ) SS.  
COUNTY OF Dane                    )

Personally came before me this 7<sup>th</sup> 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 12<sup>th</sup>, 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