

52 416 Par 211
LETTER REPORT OF TITLE

File Number: F511992L



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

Refer Inquiries to: Joe Nemith (jnemith@knightbarry.com)
Completed on:4/29/10 5:00 pm
Last Revised on:4/29/10 5:00 pm
Printed on:4/29/10 5:00 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:Kenneth M. Birschbach and Diane M. Birschbach, husband and wife

Property address:State Trunk Highway 23

Land value: \$5,300.00

Improvement value: \$0.00

Total value: \$5,300.00

Fair market value: \$5,300.00

Legal description: The West 1/2 of the Southeast 1/4 of Section 8, Township 15 North of Range 18 East, Town of Empire, Fond du Lac County, Wisconsin, excepting therefrom the following:

1. Land deeded to County for highway purposes as in Deed recorded in Volume 242 of Deeds on pages 309-310.
2. Lands conveyed to Kenneth Birschbach and Diane Birschbach by Deed dated January 5, 1981, and recorded on January 7, 1981, in Volume 823 of Records on page 827.
3. Lands conveyed to State of Wisconsin, Department of Transportation, by Deed dated June 4, 1987 and recorded on June 23, 1987 in Volume 951 of Records on pages 338 and 339.
4. Lands conveyed to State of Wisconsin, Department of Transportation, by Deed dated June 4, 1987, and recorded on December 23, 1987, in Volume 963 of Records, on page 561.

Tax Key No: T08-15-18-08-14-001-00

Mortgages, Judgments, Liens, Taxes



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1. General Taxes for the year 2010 .
2. Taxes for the Year 2009 in the amount of \$84.66 , and all prior years are paid.
3. Mortgage from Kenneth Birschbach and Diane Birschbach, husband and wife to Farm Credit Services of East Central Wisconsin, FLCA in the amount of \$54,700.00 dated September 14, 1993 and recorded September 14, 1993 in Volume 1147, page 961 as Document No. 540233 .
4. Conveyance of Lands for Highway Purposes and other matters contained in the instrument recorded November 18, 1971 in Volume 655, page 429 as Document No. 262339 .
5. High Voltage Electric Transmission Line Easement and other matters contained in the instrument recorded March 21, 2001 as Document No. 710007 .
6. Partial Easement Assignment and other matters contained in the instrument recorded January 28, 2002 as Document No. 736734 .
7. Conveyance of Lands for Highway Purposes and other matters contained in the instrument recorded May 18, 1933 in Volume 242, page 309 as Document No. 179411 .
8. Easements and Rights of Access as contained in Warranty Deed and other matters contained in the instrument recorded June 23, 1987 in Volume 951, page 338 as Document No. 440837 .
9. Right of Way Grant and other matters contained in the instrument recorded December 24, 1980 in Volume 823, page 401 as Document No. 365782 .
10. High Voltage Electric Transmission Line Easement and other matters contained in the instrument recorded December 18, 2000 as Document No. 704679 .
11. Easements and Rights of Access as contained in Warranty Deed and other matters contained in the instrument recorded June 23, 1987 in Volume 951, page 340 as Document No. 440838 .
12. Public or private rights, if any, in such portion of the subject premises as may be presently used, laid out, or dedicated in any manner whatsoever, for street, highway and/or alley purposes.

Other Matters and Footnotes

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

In accordance with applicant's request, we have made a search of the records in the various public offices of Fond du Lac County, and find (i) title to the property described above to be in the owner or owners of record set forth above and (ii) no change of record affecting such property, since the above-mentioned owners of record took title through 4/26/10 at 8:00 am , the effective date of this report, except those matters shown above .

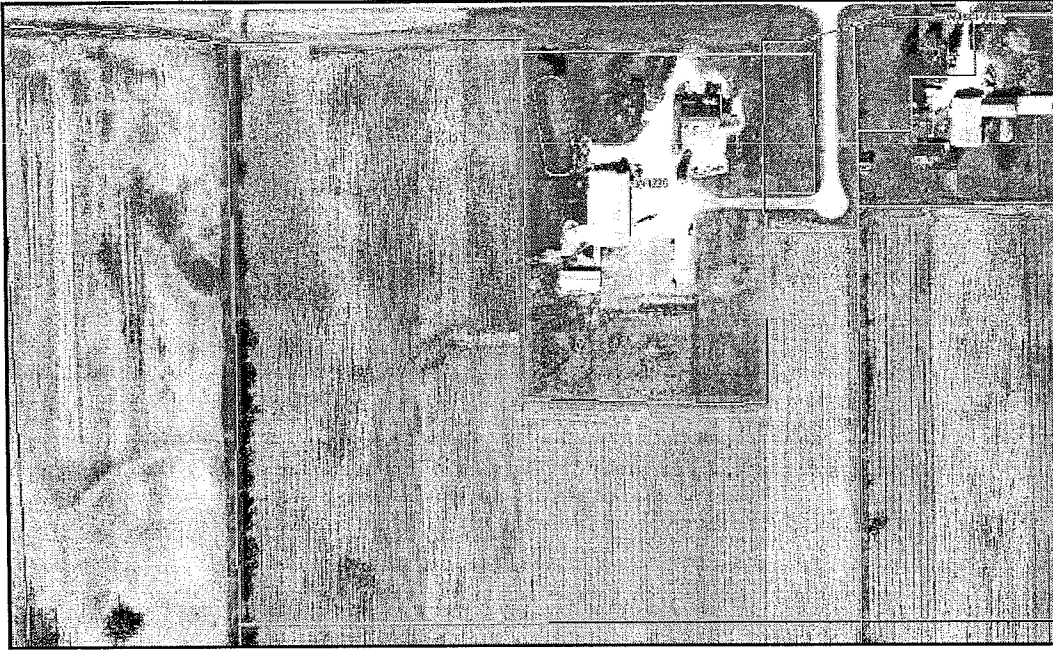
Please read the "Terms and Conditions - Letter Report of Title" set forth on the Knight-Barry Title Group website at www.knightbarry.com/termsletterreport (the "Terms and Conditions"). By accepting this Letter Report of Title, you represent that you have read and understand the Terms and Conditions and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

Fond du Lac County Real Estate Tax Record Detail

Property Record for Parcel Number: T08-15-18-08-14-001-00

Page 1 of 2

Location Information



Municipality: TOWN OF EMPIRE Location Address:
Primary Owner Name: KENNETH M BIRSCHBACH Mailing Address: N6478 COUNTY ROAD UU
Secondary Owner Name: DIANE M BIRSCHBACH City, State, Zip: FOND DU LAC WI 54937

Property Description (As of Last Tax Bill Issued)

Legal Description:

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

S8 T15N R18E NW 1/4 SE 1/4 EXC CSM #2560-13-132 EXC HWY REC V951-338 & EXC AS REC V963-561 (V1147-960) 26.40A

(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: 1147 Document Number: 0
Total Acres: 26.4 Page: 960

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	26.4	26.4
Land Value	\$5,300.00	\$4,200.00
Improvement Value	\$0.00	\$0.00
Total Value	\$5,300.00	\$4,200.00
Fair Market Value	\$5,300.00	\$5,100.00
Fair Market Ratio	1.0032	0.8272

Real Estate Tax Information

	<u>2009</u>	<u>2008</u>
Original Tax	\$84.66	\$77.85
Lottery Credit	\$0.00	\$0.00
First Dollar Credit	\$0.00	\$0.00
Net Tax	\$84.66	\$77.85
Special Assessments	\$0.00	\$0.00
Total Taxes	\$84.66	\$77.85
Total Payments	\$84.66	
Balance Due	\$0.00	

540232

WARRANTY DEED

STATE BAR OF WISCONSIN FORM 2 - 1982

THIS DEED MUST BE RECORDED WITHIN 90 DAYS

VOL 1147 PAGE 960

93 SEP 14 PH 1:53

M. C. Smith

RECORDED DEEDS
FOND DU LAC COUNTY, WIARNOLD BISSEGGER and ANNELIESE BISSEGGER, husband
and wife,conveys and warrants to KENNETH M. BIRSCHBACH and DIANE M.
BIRSCHBACH, husband and wife, as survivorship marital
property,the following described real estate in Fond du Lac County,
State of Wisconsin:RETURN TO
Farm Credit Services 10
P. O. Box 107
Juno WI 53039 Attn: Sharon B.

T08-15-18-08-14-001-00

Tax Parcel No: and

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

The West Half of the Southeast Quarter (W½ SE¼) of Section 8, Township 15 North of Range 18
East, excepting therefrom the following:

1. Land deeded to County for highway purposes as in Deed recorded in Volume 242 of Deeds on pages 309-310.
2. Lands conveyed to Kenneth Birschbach and Diane Birschbach by Deed dated January 5, 1981, and recorded on January 7, 1981, in Volume 823 of Records on page 827.
3. Lands conveyed to State of Wisconsin, Department of Transportation, by Deed dated June 4, 1987 and recorded on June 23, 1987 in Volume 951 of Records on pages 338 and 339.
4. Lands conveyed to State of Wisconsin, Department of Transportation, by Deed dated June 4, 1987, and recorded on December 23, 1987, in Volume 963 of Records, on page 561.

This Deed is given in fulfillment of a Land Contract dated November 30, 1979 and recorded on
November 30, 1979 in Volume 806 of Records on pages 242 and 243.This ~~is not~~ homestead property.
(is) (is not)

Exception to warranties: Easements and restrictions, if any, of record.

TRANSFER
\$100
FEE

Dated this 14th day of September, 1993.

X *Arnold Bissegger* (SEAL)

Arnold Bissegger

X *Anneliese Bissegger* (SEAL)

Anneliese Bissegger

AUTHENTICATION

Signature(s) of Arnold Bissegger and

Anneliese Bissegger

authenticated this 14th day of September, 1993

Neil Hobbs

Neil Hobbs

TITLE: MEMBER STATE BAR OF WISCONSIN

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

THIS INSTRUMENT WAS DRAFTED BY

Attorney A. D. Edgerton

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

ACKNOWLEDGMENT

STATE OF WISCONSIN

County.

Personally came before me this day of
19 the above namedto me known to be the person who executed the
foregoing instrument and acknowledge the same.Notary Public County, Wis.
My Commission is permanent. (If not, state expiration
date: 19.)

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

21511 (1) (For use by ACA, ECB, FLCA in WI)

Page 1 of 2

RECEIVED FOR RECORD

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93 SEP 14 PM 1:53

MADE BY 1147-412

RECORDS DEEDS
FOND DU LAC, WI

Recording Information

540233

LOAN NO. 518089-5-0

MORTGAGE

THIS MORTGAGE, dated September 14, 1993, by
Kenneth Birschbach and Diane Birschbach, husband
and wife; whose post office address is:
N6478 County Road UU
Fond du Lac, WI 54935

mortgagor (whether one or more) to Farm Credit Services of East
Central Wisconsin, FLCA

a federally chartered corporation, mortgagee, which has an address at P.O. Box 870,
N5776 Hwy. 151SW, Fond du Lac, WI 54936-0807

Said mortgagor, for the purpose of securing payment of an indebtedness from the mortgagor
to the mortgagee in the principal sum of \$ 54,700.00, including
any future advances or readvances made by the mortgagee to the mortgagor, not exceeding in the
aggregate amount outstanding at any one time the said principal sum, with interest thereon, hereby
mortgages to said mortgagee the following described real estate in the County of
Fond du Lac State of Wisconsin:

The W½SE¼ of Section 8, T15N, R18E, EXCEPTING THEREFROM Certified Survey Map No. 2560,
as recorded in Volume 13 of Certified Survey Maps on pages 132 and 132A, being located
in the NW½SE¼ of Section 8, T15N, R18E; AND ALSO EXCEPTING land deeded to Fond du Lac
County for highway purposes as in Deed Volume 242 of Deeds on pages 309-310 and in
Volume 655 of Records on page 429. FURTHER EXCEPTING THEREFROM land conveyed to State
of Wisconsin, Department of Transportation by the Deeds recorded in Volume 951 of
Records on pages 338-339, in Volume 951 of Records on pages 340-341, and in Volume 963
of Records on page 561 and in Volume 963 of Records on page 562.

Subject to existing highways, easements and rights of way of record.

TO HAVE AND TO HOLD THE SAME. Together with all the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining,
forever. Mortgagor covenants as follows: First, that mortgagor is lawfully seized of said premises; Second, that mortgagor has good right to convey the same; Third,
that the same are free from all encumbrances; Fourth, that the mortgagee shall quietly enjoy and possess the same; and that mortgagor will WARRANT AND
DEFEND the title to the same against all lawful claims.

PROVIDED, NEVERTHELESS. That if the mortgagor shall pay to the mortgagee, at its address as specified above, the sum loaned with interest thereon at the
rate of 6.60 percent per annum (designated as the basic rate) according to the terms of a promissory note dated September 14, 1993
or subsequent notes, given to evidence future advances or readvances together with the unpaid principal sum owed on the prior note, providing for installment payments
over an amortization period, and permitting an increase or decrease in the interest rate, the final installment being payable on October 1, 2013
and shall perform all the covenants and agreements herein contained, then this mortgage shall be void.

Upon request of mortgagor, mortgagee, at mortgagee's option so long as this instrument secures indebtedness held by mortgagee, may make future advances to
mortgagor. Such future advances or readvances, together with the unpaid principal sum owed on the prior note, shall be evidenced by a new promissory note given
by the mortgagor which shall be secured by this mortgage. At no time shall the principal amount of the indebtedness secured by this instrument, not including sums
advanced in accordance herewith to protect the security of this instrument, exceed the principal sum as stated above.

The mortgagor shall pay simple interest at a rate two (2) percentage points higher than the basic rate described above, applicable to all defaulted installments of
principal and interest and accelerated amounts, and the lien of this mortgage shall extend to the same.

MORTGAGOR HEREBY COVENANTS AND AGREES WITH MORTGAGEE AS FOLLOWS:

1. To pay said principal sum and interest in the manner hereinbefore set forth, and to pay when due all taxes, liens, judgments, or assessments which may be lawfully
assessed or levied against the property herein mortgaged.
2. To insure and keep insured buildings and other improvements now on, or which may hereafter be placed on, said premises, against loss or damage by fire and/or tornado,
in companies and amounts satisfactory to mortgagee. Any policy evidencing such insurance to be deposited with, and loss thereunder to be payable to, mortgagee as
its interest may appear. At the option of mortgagee, sums so received by mortgagee may be used to pay for reconstruction of the destroyed improvement(s), or, if not
so applied, may be applied in payment of any indebtedness secured by this mortgage.
3. In the event the mortgagor fails to pay when due any taxes, liens, judgments or assessments lawfully assessed against property herein mortgaged or fails to maintain
insurance as herein provided, mortgagee may, at its sole option, make such payment or provide such insurance and the amount paid therefore shall become a part of
the principal indebtedness secured hereby and bear interest from the date of payment at such rate of interest as is hereinbefore provided for defaulted payments of
principal and interest.
4. To use the loan proceeds solely for (a) the purposes specified in mortgagor's application or, (b) for other purposes mortgagee may require or agree to in writing.
5. To complete forthwith any improvements which are, or may hereafter be under construction thereon, and to pay any expenses and attorney's fees incurred by the
mortgagee for the protection of the lien of this mortgage.
6. Mortgagor agrees to maintain complete and accurate financial books and records for mortgagor's business; permit access by mortgagee, through its designated
agents, to mortgagor's books and records at any reasonable time; and provide periodic financial information as requested by mortgagee in a form prescribed by, or
acceptable to, mortgagee.
7. Should the premises herein described be not worked in good and husbandlike manner or be abandoned or cease to be used for farm purposes (if the premises
were being used for farm purposes on the date this mortgage was made), or should the buildings on said premises become vacant or unoccupied or be not maintained
in reasonably good repair, or in the event of the actual or threatened demolition or removal of any of said buildings, or upon the cutting or removal of wood or timber
from said premises except for domestic use, or in the event of such acts which would amount to equitable waste being committed thereon or substantial injury being
suffered or permitted to said premises, the whole of the mortgage indebtedness shall become due and payable at the option of the mortgagee. In the event the
premises shall be abandoned or vacated and left unoccupied, the mortgagor agrees that the mortgagee, its agent or representative, may at the mortgagee's option, go
upon the premises for the purpose of securing the building and other facilities thereon against waste or vandalism or other damage. In such event mortgagor waives
and holds mortgagee harmless against any and all claims for trespass or otherwise.
8. Mortgagor agrees to the provisions of Section 846.101 and 846.103 of the Wisconsin Statutes as may apply to the mortgaged property and as may be amended,
permitting mortgagee to waive the right to judgment for deficiency and to hold the foreclosure sale within the time provided in such applicable section.

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23535 (D)
Page 2 of 2

9. There has not previously been, nor will mortgagee permit there to be during the term of this mortgage, any discharge, release or storage of any hazardous substance on the mortgaged property. Mortgagee will take such remedial action as is necessary to remove any hazardous substance found on the property during such term, or after default by mortgagee, and will indemnify mortgagee and its successors and assigns against all claims or losses, including necessary costs and attorney's fees, arising directly or indirectly out of mortgagee's failure to comply with this covenant. This covenant and indemnity shall survive foreclosure of this mortgage or acceptance by mortgagee of a deed in lieu of foreclosure.

10. Upon the commencement or during the pendency of any action to foreclose this mortgage, or of any other type of action relating to the mortgaged property, the court in which said action is brought may, without notice, appoint a receiver of the mortgaged property and may empower said receiver to take possession of the premises and to collect all rents, issues and profits of the premises during the pendency of the action.

11. This mortgage is subject to the Farm Credit Act of 1971, and all amendments or supplements thereto.

12. If all, or any part, of the premises described herein be sold or transferred, without the written consent of the mortgagee, then said mortgagee may, at its option, declare the entire indebtedness hereby secured due and payable.

13. The mortgagee may at any time without notice, release all or a part of said mortgaged premises from the lien of this mortgage, grant extension and/or deferment of the time of payment of any indebtedness secured hereby, or release from liability any one or more parties who are or have become liable for the payment of the indebtedness secured hereby, without affecting the personal liability of the mortgagor or any other party liable for the payment of any of the indebtedness secured by this mortgage.

14. If there be any security other than this mortgage, for the indebtedness secured hereby, then upon default the mortgagee may proceed upon this and other security, either concurrently or separately, in any order it elects.

15. In the event of entry or assertion of right of entry on said premises for the purpose of exploration, development or removal of minerals, including but not limited to oil, gas, coal, lignite, rock, stone, gravel, sand, clay, peat, and earth by a lawful claimant to such right, under reservation or conveyance paramount to this mortgage, to the exclusion of and without compensation to the mortgagor, then or thereafter, at the option of the mortgagee, the whole of the mortgage debt shall become due and payable.

16. The mortgagee shall, at its option, receive all sums which may accrue to or be realized by the mortgagor from eminent domain proceedings or from the sale, lease, development or removal of minerals, including but not limited to oil, gas, coal, lignite, rock, stone, gravel, sand, clay, peat, and earth. Such sums are hereby assigned by the mortgagor to the mortgagee to be applied on the mortgage debt as the mortgagee shall elect. Nothing herein shall obligate the mortgagee to accept such sums or constitute consent to such sale, lease, development or removal, or obligate the mortgagee to receive any payment during foreclosure or during any redemption period.

17. In the event mortgagor fails to perform any of the covenants and agreements contained in this mortgage, or if any action or proceeding is commenced which materially affects mortgagee's interest in the property, including but not limited to, eminent domain, insolvency, bankruptcy, code enforcement or probate, then mortgagee, at mortgagee's option, may make such appearances, disburse such sums and take such action as is necessary to protect mortgagee's interest, including but not limited to, disbursement of reasonable attorneys fees. Any amounts so disbursed by mortgagee shall become additional principal, become due as incurred, and in the event of foreclosure, be included in the judgment to the extent not prohibited by applicable law.

18. And in the case of the nonpayment of any principal, interest or other sum of money payable hereunder, including sums advanced for the payment of taxes, assessments, judgments, liens or insurance premiums, at the time or times when the same shall become due, or in case of failure on the part of the said mortgagor to keep or perform any other covenant, agreement, stipulation or condition herein contained, or contained in the aforesaid Farm Credit Act of 1971, and all amendments or supplements thereto, then in such case, at the option of said mortgagee (notice of such option being hereby expressly waived) the entire principal sum secured by this mortgage, together with all accrued interest thereon, shall be deemed to have become due without any notice whatever; and thereafter said principal sum shall bear simple interest at such higher rate per annum as may then be applicable to advances and defaulted installments. Either (a) the whole of said principal sum, when so deemed due, together with all other sums due hereunder, all with interest thereon as provided in this mortgage, or (b) any sums which may be past due hereunder without accelerating the maturity of the whole debt hereby secured, with interest on such past due sums as provided herein, shall be collectible in a suit at law, or by foreclosure of this mortgage. Whenever the said principal indebtedness has become due, by acceleration or otherwise, or whenever any sum secured hereby has become past due, it shall be lawful for said mortgagee, and the mortgagee hereby empowers the mortgagee to grant, sell and convey the said real estate at public auction or vendue as provided by the statutes; and on such sale, to execute to the purchaser or purchasers, deeds of conveyance pursuant to the statute in such case made and provided. Out of the moneys arising from such sale, or sale under decree of court, the mortgagee shall retain (a) the principal and interest which shall then be due on the said promissory note, (b) any sums advanced by the mortgagee, its successors or assigns, and secured by this mortgage, with interest thereon at the rate provided herein, and (c) all costs and charges, together with an attorney's fee in such amount as shall be allowed by law or the practice of the court, or in a reasonable amount. And the mortgagor agrees that at any sale held pursuant to the power of sale herein, or pursuant to decree of court, all of the said described premises, or all of the same not theretofore released, may, at the option of the mortgagee, be offered and sold in bulk as one parcel; and that all provisions of statute and rules of law to the contrary are hereby waived by mortgagor.

This mortgage shall be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the mortgagor has hereunto set his/her hand and seal as of the date of this mortgage.

Kenneth D. Birschbach (SEAL)
Kenneth Birschbach

Diane Birschbach (SEAL)
Diane Birschbach

STATE OF WISCONSIN

COUNTY OF FOND DU LAC

On September 14, 1993 before me personally appeared

Kenneth Birschbach and Diane Birschbach, husband and wife;

to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that ~~they~~ (they) executed the same as ~~their~~ (their) free act and deed.

Sharon L. Ball
Sharon L. Ball

Notary Public, Fond du Lac County, Wisconsin My commission expires August 25 1996

ATTORNEY'S FINAL CERTIFICATE—FOR USE BY MORTGAGEE ONLY

On the basis of the Mortgagee's files, I certify that this loan is secured by a first lien, or its equivalent from a security standpoint as determined by the Farm Credit Administration, in compliance with the Farm Credit Act of 1971 and the regulations of the Administration.

Date _____

Attorney for Mortgagee

This instrument was drafted by:

S. Ball
Farm Credit Services
P.O. Box 107, Juneau, WI 53039

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202339

427 A

Wisconsin Highway Commission--Form 250--1926

CONVEYANCE OF LANDS FOR HIGHWAY PURPOSES (Sec. 23.08)

It having been deemed necessary, for the proper improvement of a State Trunk Highway, to change or relocate a portion thereof through lands owned by

Olga M. and J. W. Kosen

in the Town of Empire, Fond du Lac County, and a plat showing the existing location and the proposed change having been filed with the County Highway Committee and with the County Clerk of said County, by the State Highway Commission as required by Section 83.08; and the said County Highway Committee having dealt by contract with the owner of said lands;

KNOW ALL MEN BY THESE PRESENTS, That the said owner, for a valuable consideration, to-wit: the sum of One Hundred Thirteen and No/100ths Dollars (\$113.00) in hand paid, the receipt of which is hereby acknowledged

FEE

77.25 (1), (2)

EXEMPT

do hereby grant and convey to Fond du Lac County, Wisconsin, for highway purposes as long as so used, the lands of said owner necessary for said relocation, shown on the said plat and described as follows, to-wit:

A strip of land in the southwest quarter of the northeast quarter of Section 8, Town 15 North, Range 18 East, and described as follows:

That portion of the southwest quarter of the northeast quarter of Section 8, Town 15 North, Range 18 East, which begins 1315 feet west of the east line of the northeast quarter of said Section 8 and extends westerly a distance of 638 feet, which portion shall be included between a line 40 feet northerly from and parallel to the center line of the highway as established by Wisconsin Highway Commission survey for Federal Aid Project 427-A and the present northerly line of said highway, all as shown on the plat filed in accordance with Section 83.08 of the Statutes of 1925, and containing 0.24 acres of land more or less.

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

That portion of the northwest quarter of the southeast quarter of Section 8, Town 15 North, Range 18 East, which begins 1315 feet west of the east line of the southeast quarter of said Section 8 and extends westerly a distance of 638 feet, which portion shall be included between a line 38 feet southerly from and parallel to the center line of the highway as established by Wisconsin Highway Commission survey for Federal Aid Project 427-A and the present southerly line of said highway, all as shown on the plat filed in accordance with Section 83.08 of the Statutes of 1925, and containing 0.13 acres more or less.

This conveyance shall be binding on the grantor, his heirs, executors, assigns and grantees, and the consideration hereinbefore named is acknowledged to be in full payment of all claims of whatsoever nature by the grantor arising through or by reason of the granting and conveying of the said lands.

And John E. Bessie, Campbellport

being the owner and holder of certain mortgage lien against said premises, do hereby join in and consent to said conveyance free of said lien.

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

In Presence of

John E. Bessie
John E. Bessie

Olga M. Kosen (SEAL)

John W. Kosen (SEAL)

John E. Bessie (SEAL)

Register's Office, Fond du Lac County, Wis.

Recorded this 18 day of Nov, A.D. 1926 (SEAL)

at 1:20 o'clock P.M. in Vol. 655 (SEAL)

Records on page 421

George H. Olney Register of Deeds.

State of Wisconsin } ss.
Fond du Lac County

Personally came before me this 17 day of May, 1926, the above named Olga M. Kosen and John W. Kosen

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

My commission expires 1st 1927 John E. Bessie

Notary Public

VBL 655

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PAGE 5

Document Number:

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

The undersigned Grantor(s) **Kenneth M. Birschbach and Diane Birschbach, Husband and Wife, and Delbert G. Birschbach and Valeria R. Birschbach, Vendors**, (hereinafter called the "Landowner(s)"), in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, convey and warrant unto **Wisconsin Power and Light Company, a Wisconsin Corporation, the Grantee(s)** herein, the Grantees successors, assigns and licensees, the perpetual right and easement to construct, install, maintain, operate, repair, inspect or remove a line of single pole structures and wires, including associated appurtenances for the transmission of electric current and communication facilities, upon, in, over and across lands owned by the Grantor(s) in the **Town of Empire, County of Fond du Lac, State of Wisconsin, said easement to be 620 feet in length and 60 feet in width, lying 40 feet South of and all that part of the Grantor's lands lying within 20 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 **three (3)**; the maximum height of said structures shall be **75 feet** above the ground; the minimum height of said transmission line(s) above the existing landscape shall be **23 feet**; the number of said transmission line(s), complete circuit(s) to be placed on said structures shall be **one (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.

0710007

RECORDING FEE 26-
NO. OF PAGES 9
RECORDED ON:

2001 MAR 21 AM 9 15

SALLY CARBEAU
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)

**T8-15-18-08-13-001
T8-15-18-08-14-001**

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 28th day of FEBRUARY, 2001.

Contract Vendors

Delbert G. Birschbach (SEAL)
Signature

Delbert G. Birschbach

Printed Name

Valeria R. Birschbach (SEAL)
Signature

Valeria R. Birschbach

Printed Name

Contract Buyers

Kenneth M. Birschbach (SEAL)
Signature

Kenneth M. Birschbach

Printed Name

Diane Birschbach (SEAL)
Signature

Diane Birschbach

Printed Name

ACKNOWLEDGEMENT

STATE OF WISCONSIN

COUNTY OF FOND DU LAC

ss

Personally came before me this 1st day of MARCH, 2001, the above named Delbert G. Birschbach and Valeria R. Birschbach, Land Contract Vendors 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 Wisconsin }
COUNTY OF Fond du Lac } ss

Personally came before me this 28th day of FEBRUARY, 2001, the above named Kenneth M. Birschbach and Diane Birschbach, Land Contract Buyers 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

This instrument drafted by

Ron Conard

Checked By Kenneth Helgerson
September 1, 2000

RC:pm/Real Estate/Ease-2000/Ease-0070(EHV)/1-2/000905b

Line Title: Ledgeview Tap
Work Order No.: 5908-11-488401
Tract No. 8 of 10a

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 89 degrees 56 minutes 42 seconds East, 6 feet to a pole hereinafter referred to as Point "A"; thence continuing North 89 degrees 56 minutes 42 seconds East, 614 feet and there terminating. And also all that part of the lands of the Grantors lying 40' feet on each side of the following described reference line; commencing at the Southwest corner of Lot 2 of Certified Survey Map 4431; thence North 31' feet to the Point of Beginning; thence North 35 degrees 44 minutes 24 seconds West, 20' feet more or less to the West line of the Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼) of Section 8 and there terminating, and also, an easement 504' feet in length and 44' feet in width, being described as lying 4' North and 40' feet South of the following described reference line; commencing at a Point 4' feet South of the South property line of Lot 2 of CSM 4431 and on the West line of the Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼) of Section 8, Town 15 North, Range 18 East, as the Point of Beginning; thence North 88 degrees 48 minutes 56 seconds East, 31' feet more or less to a pole; thence continuing North 88 degrees 48 minutes 56 seconds East, 473' feet to a pole hereinafter referred to as Point "B", and there terminating; and also, an easement 491' feet in length and 80' feet in width, described as lying 40' feet on each side of the following described reference line; beginning at the aforesaid Point "B", thence, South 87 degrees 51 minutes 22 seconds East, 491' feet to a point and there terminating, and also necessary rights for all required down guys, wires and anchors, extending 36' feet North of Point "B" and also, extending 50' feet South of Point "A"

Said easements being located on part of the lands of the Grantors as described and recorded on January 26, 1993, in Volume 1114 of Records, pages 116 and 117, as Document Number 525521 and as recorded September 14, 1993, in Volume 1147 of Records, page 960, as Document Number 540232 in the office of the Register of Deeds for Fond du Lac County.

All being located in part of the Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼) and the Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼) of Section 8, Town 15 North, range 18 East, Town of Empire, Fond du Lac County.

RC:pm
Real Estate/Ease-2000/
Ease-0070(EHV)/3/000905b

Dated this 28th day of FEBRUARY, ²⁰⁰¹~~2000~~.

L. C. VENDORS:

Delbert G. Birschbach

Delbert G. Birschbach

Valeria R. Birschbach

Valeria R. Birschbach

STATE OF WISCONSIN)

COUNTY OF FOND DU LAC)

Personally came before me, this 1st day of MARCH, ²⁰⁰¹~~2000~~, the above-named Delbert G. Birschbach and Valeria R. Birschbach, L. C. Vendors, to me known to be the person s who executed the foregoing instrument and acknowledged the same.

L. C. BUYERS:

Kenneth M. Birschbach (SEAL)
Signature

Kenneth M. Birschbach

Diane Birschbach (SEAL)
Signature

Diane Birschbach

Signature (SEAL)

Signature (SEAL)

This instrument was drafted by:

Ron Conard

Notary Public, State of WISCONSIN

My Commission (expires) (is)

JAN. 5, 2003

STATE OF WISCONSIN)

COUNTY OF FOND DU LAC)

Personally came before me, this 28th day of FEBRUARY, ²⁰⁰¹~~2000~~, the above-named Kenneth M. Birschbach and Diane Birschbach, L. C. Buyers to me known to be the person s who executed the foregoing instrument and acknowledged the same.

Ronald E. Conard

RONALD E. CONARD

Notary Public, State of WISCONSIN

My Commission (expires) (is)

JAN. 5, 2003

RC:pm

Real Estate/Forms/

HighVollEase-ExhA/2/000208

Real Estate/Misc-2000/0913-HighVollEase-ExhA-01/000913a

5

EXHIBIT C

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

TO ALL INTERESTED PERSONS:

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

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

Identity of Person	Nature of Interest
1. Kenneth Birschbach and Diane Birschbach	Owner(s) in Fee
2. Farm Credit Services	Mortgagee
3. Delbert Birschbach and Valeria Birschbach	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 \$ 29,350.00

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

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

Line Title: Ledgeview Tap

Work Order No.: 5908-11-488401

Tract No. 8 of 10 a

RC:pm
Real Estate/Misc-2000/
0905-Cert_com-06/1/000905a

10

0736734

Document Number	PARTIAL EASEMENT ASSIGNMENT	RECORDING FEE <u>17-</u> NO. OF PAGES <u>4</u> RECORDED ON:
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").		2002 JAN 28 PM 1 08 SALLY BARBEAU REGISTER OF DEEDS FOND DU LAC COUNTY, WI <hr/> Recording Area Name and Return Address: American Transmission Company LLC Attn: Real Estate Dept. 2489 Rinden Road Cottage Grove, WI 53527-9598

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

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

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

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

01/03/02 JOINT DISTRIBUTION (MORE THAN 25%)
ON TRANSMISSION CIRCUIT - REV1
X:\CLIENTS\649493\0005\A0004270

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

ASSIGNOR:

Wisconsin Power and Light Company,
a Wisconsin corporation

By: Pamela J. WegnerName: Pamela J. WegnerTitle: Senior Vice President
ExecutiveAttest: Edward M. EleasonName: Edward M. EleasonTitle: Corporate Secretary**ASSIGNEE:**

AMERICAN TRANSMISSION COMPANY, LLC,
a Wisconsin limited liability company

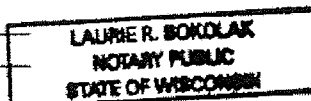
By: ATC Management Inc., its ManagerBy: Thomas M. FincoName: Thomas M. FincoTitle: Manager - Real Estate**ACKNOWLEDGMENTS**

STATE OF WISCONSIN)
) SS.
COUNTY OF DANE)

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

By: Laurie R. SokolokName: Laurie R. Sokolok

Notary Public, Wisconsin

My Commission expires: June 19, 2005

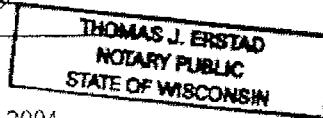
{ADDITIONAL ACKNOWLEDGEMENT ON FOLLOWING PAGE}

01/03/02 JOINT DISTRIBUTION (MORE THAN 25%)
ON TRANSMISSION CIRCUIT REV1
X:\CLIENTS\69495\0003\A000R270

STATE OF WISCONSIN)
) SS.
COUNTY OF Dane)

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

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



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

EXHIBIT "A"

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

179411

CONVEYANCE OF LANDS FOR HIGHWAY PURPOSES

Konen
to
F.D.L. County

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

KNOW ALL MEN BY THESE PRESENTS, That the said owner, for a valuable consideration, to wit: the sum of One Hundred Thirteen and no/100ths-----Dollars (\$113.00) in hand paid, the receipt of which is hereby acknowledged do hereby grant and convey to Fond du Lac County, Wisconsin, for highway purposes as long as so used, the lands of said owner necessary for said relocation, shown on the said plat and described as follows, to-wit:

A strip of land in the southwest quarter of the north~~west~~^{east} quarter of Section 8, Town 15 North, Range 18 East, and described as follows: That portion of the southwest quarter of the northeast quarter of Section 8, Town 15 North, Range 18 East, which begins 1315 feet west of the east line of the northeast quarter of said Section 8 and extends westerly a distance of 838 feet, which portion shall be included between a line 40 feet northerly from and parallel to the center line of the highway as established by Wisconsin Highway Commission survey for Federal Aid Project 427-A and the present northerly line of said highway, all as shown on the plat filed in accordance with Section 83.08 of the Statutes of 1925; and containing 0.24 acres of land more or less.

Also, a strip of land in the northwest quarter of the southeast quarter of Section 8, Town 15 North, Range 18 East, and described as follows: That portion of the northwest quarter of the southeast quarter of Section 8, Town 15 North, Range 18 East, which begins 1315 feet west of the east line of the southeast quarter of said Section 8 and extends westerly a distance of

688 feet; which portion shall be included between a line 38 feet southerly from and parallel to the center line of the highway as established by Wisconsin Highway Commission survey for Federal Aid Project 427-A and the present southerly line of said highway, all as shown on the plat filed in accordance with Section 83.08 of the Statutes of 1925, and containing 0.13 acres more or less.

This conveyance shall be binding on the grantor, . . . heirs, executors, assigns and grantees, and the consideration hereinbefore named is acknowledged to be in full payment of all claims of whatsoever nature by the grantor arising through or by reason of the granting and conveying of the said lands.

And M.K. Beisbier Campbellsport being the owner and holder of certain mortgage lien against said premises, do hereby join in and consent to said conveyance free of said lien.

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

In Presence of

Charles F. Freiberg
J.S. McCullough

Clara M. Konen (SEAL)
John W. Konen (SEAL)
W.K. Beisbier (SEAL)

STATE OF WISCONSIN)
Fond du Lac County) ss

Personally came before me this 17th day of May, 1926, the above named Clara M. Konen and John W. Konen her husband to me known to be the persons who signed the foregoing instrument and acknowledged the same.

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

(NOTARIAL SEAL)

Received for record this 18th day of May A.D. 1933 at 3:00 o'clock P.M. and recorded in Volume 242 of Deeds on pages 309 and 310

J. B. Bunkhosh
Register of Deeds.

R
242/309

440837

DOCUMENT NO. _____

WARRANTY DEED

THIS INDENTURE, made by Arnold Bissegger and Anneliese Bissegger,
Husband and Wife.

grantor(s) hereby conveys and warrants to

STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION

grantee, for the sum of Two Thousand One Hundred Fifty and No/100 (\$2,150.00)
Dollars

The consideration stated herein is payment in full for the property described herein and includes full compensation for items of damage set forth in s.32.09, Wisconsin Statutes, assuming the completion of the improvements contemplated by the relocation order or orders upon which this instrument is based. Compensation for additional items of damage listed in 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 ~~(X)~~ (is not) homestead property.

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

This space reserved for recording data

REGISTER'S OFFICE

Fond du Lac County, Wis.

Recorded at 8:00 AM

JUN 23 1987

Vol. 951 Records Page 338-339
MARY A. BRICKLE
REGISTER OF DEEDS

Return to: Wisconsin Dept. of Transportation 100

B-649, Waupesa
53187-0649

FEE
77.25(2)
EXEMPT

THIS IS NOT RESIDENTIAL
RENTAL PROPERTY

(SEAL)

(SEAL)

Arnold Bissegger

Anneliese Bissegger

STATE OF WISCONSIN, County of FOND DU LACPersonally came before me this date JUNE 4, 1987the above named Arnold Bissegger and Anneliese Bissegger

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

(SEAL)

VOL 951 PAGE 338Notary Public, State of Wisconsin. My commission expires JUNE 4, A.D., 1990

Page 1 of 2

Project I.D. 1442-01-21This instrument was drafted by the State of Wisconsin, Dept. of Transportation. Parcel No. 29

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 Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 8, Township 15 North, Range 18 East, described as follows: Begin at the Northwest corner of said Southeast $\frac{1}{4}$; then South $1^{\circ} 29' 42''$ East along the West line of said Southeast $\frac{1}{4}$ 92.36 feet; then North $88^{\circ} 40' 33''$ East along a line which is 100.00 feet southerly of and parallel with the reference line of S.T.H. 23 619.85 feet to the owner's east property line; then North $1^{\circ} 29' 42''$ West along said line 91.58 feet to the North line of said Southeast $\frac{1}{4}$; then South $88^{\circ} 44' 52''$ West along said line 619.85 feet to the point of beginning.

Also, begin at a point in the North line of said Southeast $\frac{1}{4}$ which is 1129.35 feet North $88^{\circ} 44' 52''$ East of the Northwest corner of said Southeast $\frac{1}{4}$; then South $1^{\circ} 29' 42''$ East along a west property line of the owner 90.45 feet; then North $88^{\circ} 40' 33''$ East 87.92 feet; then North $75^{\circ} 59' 44''$ East 114.14 feet to the East line of the Northwest $\frac{1}{4}$ of said Southeast $\frac{1}{4}$; then North $1^{\circ} 22' 33''$ West along said line 65.64 feet to the North line of said Southeast $\frac{1}{4}$; then South $88^{\circ} 44' 52''$ West along said line 199.49 feet to the point of beginning.

This parcel contains 1.08 acres, more or less, exclusive of lands previously conveyed or dedicated for highway purposes.

Also, a Limited Highway Easement for the right to construct and maintain 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, but without prejudice to the owner's right to make or construct improvements on said lands or to flatten the slopes, providing said activities will not impair or otherwise adversely affect the highway facilities within the right of way, in and to the following tract of land in Fond du Lac County, State of Wisconsin, described as: that part of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 8 described as follows: begin at a point in the East line of the Northwest $\frac{1}{4}$ of said Southeast $\frac{1}{4}$ which is 65.64 feet South $1^{\circ} 22' 33''$ East of the Northeast corner of the Northwest $\frac{1}{4}$ of said Southeast $\frac{1}{4}$; then South $1^{\circ} 22' 33''$ East along said line 55.06 feet; then South $88^{\circ} 40' 33''$ West 199.24 feet to the owner's west property line; then North $1^{\circ} 29' 42''$ West along said line 30.00 feet; then North $88^{\circ} 40' 33''$ East 87.92 feet; then North $75^{\circ} 59' 44''$ East 114.14 feet to the point of beginning.

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 619.85 feet and the east 199.49 feet of the Northwest $\frac{1}{4}$ of said Southeast $\frac{1}{4}$.

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 west 619.85 feet and one access point in the east 66 feet of the Northwest $\frac{1}{4}$ of said Southeast $\frac{1}{4}$, pursuant to the provisions of Section 86.07(2), Wisconsin Statutes.

365782

M-3979
(3-62)
FCC 4662

RIGHT-OF-WAY GRANT

In consideration of the sum of ONE HUNDRED AND SIXTY AND NO/100-----
DOLLARS (\$160.00), the undersigned, for them selves, their heirs, successors and assigns, grant
and convey unto the WISCONSIN TELEPHONE COMPANY, its successors and assigns, an exclusive right of
way and easement to place, replace, maintain or remove an underground cable telephone line, including associated
appliances such as conduits, marker posts and pressure alarm apparatus, on and through certain lands owned by
the grantor S in the Town of Empire, Fond du Lac County,
Wisconsin, and described as: A 20 foot wide strip of land the northerly line of
which is described as: Commencing at a point on the west line of the
southeast quarter of Section 8, Township 15 North, Range 18 East, 113.95
feet south of the north line of said southeast quarter; thence N 89° 12'
09" E, 1216.21 feet; thence N 84° 07' 23" E, 112.80 feet, more or less,
to the east line of the northwest quarter of said southeast quarter 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 plac-
ing of the telephone line to be initially installed hereunder, it being understood, however, that such additional
lines shall be located roughly parallel to, and not more than about ----- feet distant from, the first line
installed hereunder.

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

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

The grantor S, for them 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 S, their heirs, successors and
assigns, arising at any time out of the exercise by it of the rights herein granted.

Signed this 3 day of October, 19 80

WITNESS:

Arnold Bissegger

Land Owner

Anneliese Bissegger

His Wife

VOL. 823 PAGE 401

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

Personally appeared before me this 3rd day of October,
 1980, Arnold Bissegger and Anneliese Bissegger

to me known to be the persons who executed the instrument on the other side hereof
 and acknowledged the same.

Richard J. Smasal
 Richard J. Smasal
 Notary Public, State of Wisconsin
 My commission expires May 17, 1981

Document Drafted By

WISCONSIN TELEPHONE COMPANY

By RICHARD J. SMASAL

We, the undersigned owners of an equitable interest in the land herein-
 before described (by virtue of a land contract); do hereby join in the
 execution of the instrument on the other side hereof this 10th day
 of September, 1980.

Kenneth Birschbach (SEAL)
 Kenneth Birschbach

Diane Birschbach (SEAL)
 Diane Birschbach

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

Personally appeared before me this 10th day of September,
 1980, Kenneth Birschbach and Diane Birschbach

to me known to be the persons who executed the instrument on the other side
 hereof and acknowledged the same.

REGISTER'S OFFICE

Fond du Lac County, Wis.
 Recorded at 1:11 M

DEC 24 1980

Vol. 823 Records Page 401-402

GEORGE H. OTTERY,
 REGISTER OF DEEDS

Richard J. Smasal
 Richard J. Smasal
 Notary Public, State of Wisconsin
 My commission expires May 17, 1981

VOL 823 PAGE 402

704679

Document Number

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

The undersigned **Grantor(s) Great Northern Investments** (hereinafter called the "**Landowner(s)**"), in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, convey and warrant unto **Wisconsin Power and Light Company, a Wisconsin Corporation, the Grantee(s)** herein, the Grantees successors, assigns and licensees, the perpetual right and easement to construct, install, maintain, operate, repair, inspect or remove a line of single pole structures and wires, including associated appurtenances for the transmission of electric current and communication facilities, upon, in, over and across lands owned by the Grantor(s) in the **Town of Empire, County of Fond du Lac, State of Wisconsin, said easement to be 595 feet in length and 40 feet in width, being all that part of the Grantor's lands lying within 40 feet South of the reference line described as follows:**

See Exhibit "A" attached hereto.

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

The number of such structures to be erected on said easement strip shall be **two (2)**; 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 place 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 that eight inches in diameter,
- 5) place water, sewer or drainage facilities,
- 6) alter the elevation of the existing ground surface by more than six (6) inches, all within said easement and all without the prior written consent of Wisconsin Power and Light Company.

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

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

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

RECEIVED

00 DEC 18 AM 8:37

RECEIVED
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)
T08-15-189-08-14-002

20

20/

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 27th day of November, 2000.

GREAT NORTHERN INVESTMENTS

Darrell A. Worden (SEAL)
Signature

Darrell A. Worden
Printed Name

Todd Wendorf (SEAL)
Signature

Todd Wendorf
Printed Name

Rick A. Bovre
Signature

STATE OF WISCONSIN
COUNTY OF FOND DU LAC) ss

Greg Bovre (SEAL)
Signature

Greg Bovre
Printed Name

Cynthia L. Worden (SEAL)
Signature

Cynthia L. Worden
Printed Name

Paula Bovre
Signature

Paula Bovre

ACKNOWLEDGEMENT

Personally came before me this 27th day of November, the above named Darrell A. Worden, Todd Wendorf, Rick A. Bovre, Greg Bovre, Cynthia L. Worden, and Paula Bovre

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

A. D. Edgerton
Signature of Notary

A. D. Edgerton
Printed Name of Notary

Notary Public, State of Wisconsin

My Commission Expires (Is) Permanent

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-0071(EHV)/1-2/000905c

Line Title: Ledgeview Tap

Work Order No.: 5908-11-488401

Tract No. 9 of 102

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; thence North 89 degrees 56 minutes 42 seconds East, 620 feet to the Point of Beginning; thence continuing North 89 degrees 56 minutes 42 seconds East, 515 feet to the point of termination referred to as Point "A" and also an easement being described as ~~60 feet in length and~~ 40 feet in width, being all that part of the lands of the Grantor's lying within 40 feet Westerly of the following described reference line commencing at Point "A" for the Point of Beginning; thence South 28 degrees 21 minutes 07 seconds East, 80 feet to a point and there terminating

Said easement being located on part of the lands of the Grantors as described and recorded as Lot 1 of CSM 2560, September 22, 1980, in Volume 13 of CSM pages 132 and 132A, Document Number 362915 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 Southeast Quarter (SE 1/4) of Section 8, Town 15 North, Range 18 East, Town of Empire, Fond du Lac County.

RC:pm
Real Estate/Ease-2000/
Ease-0071(EHV)/3/000905b

Grantee agrees that the existing septic system poses no problem within this easement as granted and further that in the event said septic system should have be moved, grantee will not object to a new location within this easement, so long as the construction does not interfere with the overhead lines or poles as constructed.

11-14-2000
REC
PAB for Grant Northern

**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:

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

Dated this 27th day of November, 2000.

WITNESSED BY:

GRANTORS: GREAT NORTHERN INVESTMENTS

Darrell A. Worden (SEAL)
Signature Darrell A. Worden

Cynthia L. Worden
Signature Cynthia L. Worden

Todd Wendorf (SEAL)
Signature Todd Wendorf

Greg Bovre (SEAL)
Signature Greg Bovre

Rick A. Bovre (SEAL)
Signature Paula Bovre

STATE OF WISCONSIN)
COUNTY OF FOND DU LAC)

Personally came before me, this 27th day of November, 2000, the above-named Darrell A. Worden, Cynthia L. Worden, Todd Wendorf, Greg Bovre, Rick A. Bovre and Paula Bovre, to me known to be the person s who executed the foregoing instrument and acknowledged the same.

A. D. Edgerton
A. D. Edgerton

This instrument was drafted by:

Notary Public, State of Wisconsin

Ron Conard

My Commission (~~expires~~) (is) Permanent

STATE OF _____)
COUNTY OF _____)

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

Notary Public, State of _____
My Commission (expires) (is) _____

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

Real Estate/Misc-2000/0913-HighVltEase-ExhA-02/000913a

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

TO ALL INTERESTED PERSONS:

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

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

Identity of Person	Nature of Interest
1. GREAT NORTHERN INVESTMENTS	Owner(s) in Fee
2.	Mortgagee
3.	Land Contract Vendor
4.	

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

The compensation paid for the acquisition was \$ 12,000.00

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

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

Line Title: Ledgeview Tap

Work Order No.: 5908-11-488401

Tract No. 9 of 10a

RC:pm
Real Estate/Misc-2000/
0913-Cert_com-01/000913a

DOCUMENT NO.

QUIT CLAIM DEED
STATE OF WISCONSIN - FORM 13

THIS SPACE RESERVED FOR RECORDING DATA

440838

REGISTER'S OFFICE

Fond du Lac County, Wis.

Recorded at 8:00 A.M.

JUN 23 1987

Vol. 951 Records Page 340-341
MARY A. BRICKLE
REGISTER OF DEEDS

RETURN TO

\$6.00

Wisc Dept. of
Trans.

THIS INDENTURE, Made by... Kenneth M. Birschbach and Diane

Birschbach, Husband and Wife

grantor, s.

of County of Wisconsin, hereby quit-claims to
State of Wisconsin, Department of Transportationgrantee, of County of Wisconsin, for the sum of
Good and Valuable Consideration

the following tract of land in Fond du Lac County, State of Wisconsin:

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

FEE
77.25(2)
EXEMPTTHIS IS NOT RESIDENTIAL
RENTAL PROPERTYFEE
77.25(2)

(IF NECESSARY, CONTINUE DESCRIPTION ON REVERSE SIDE)

In Witness Whereof, the said grantor^s have hereunto set their hands and seals this 7th
day of April, A. D., 19 87

SIGNED AND SEALED IN PRESENCE OF

Kenneth M. Birschbach

Diane Birschbach

Diane Birschbach

VOL 951 PAGE 340

State of Wisconsin, }
Fond du Lac County, } ss. Personally came before me, this 7 day of April

A. D., 19 87, the within named Kenneth M. Birschbach and Diane Birschbach, Husband and Wife

to me known to be the person^s who executed the foregoing instrument and acknowledged the sameTHIS INSTRUMENT WAS DRAFTED BY
State of Wisconsin
Department of TransportationNOTARY
SEAL

Notary Public, Fond du Lac County, Wis.

My commission (expires) 8/1/90

Project I.O. 1442-01-21 Page 1 of 2

(Section 59.51 (1) of the Wisconsin Statutes provides that all instruments to be recorded shall have plainly printed or typewritten thereon the names of the grantors, grantees, witnesses and notary. Section 59.513 similarly requires that the name of the person who, or govern- mental agency which, drafted such instrument, shall be printed, typewritten, stamped or written thereon in a legible manner.)

QUIT CLAIM DEED

STATE OF WISCONSIN
Form No. 13Wisconsin Legal Blank Co. Inc.
Milwaukee, Wis.

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 Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 8, Township 15 North, Range 18 East, described as follows: Begin at the Northwest corner of said Southeast $\frac{1}{4}$; then South $1^{\circ} 29' 42''$ East along the West line of said Southeast $\frac{1}{4}$ 92.36 feet; then North $88^{\circ} 40' 33''$ East along a line which is 100.00 feet southerly of and parallel with the reference line of S.T.H. 23 619.85 feet to the owner's east property line; then North $1^{\circ} 29' 42''$ West along said line 91.58 feet to the North line of said Southeast $\frac{1}{4}$; then South $88^{\circ} 44' 52''$ West along said line 619.85 feet to the point of beginning.

Also, begin at a point in the North line of said Southeast $\frac{1}{4}$ which is 1129.35 feet North $88^{\circ} 44' 52''$ East of the Northwest corner of said Southeast $\frac{1}{4}$; then South $1^{\circ} 29' 42''$ East along a west property line of the owner 90.45 feet; then North $88^{\circ} 40' 33''$ East 87.92 feet; then North $75^{\circ} 59' 44''$ East 114.14 feet to the East line of the Northwest $\frac{1}{4}$ of said Southeast $\frac{1}{4}$; then North $1^{\circ} 22' 33''$ West along said line 65.64 feet to the North line of said Southeast $\frac{1}{4}$; then South $88^{\circ} 44' 52''$ West along said line 199.49 feet to the point of beginning.

This parcel contains 1.08 acres, more or less, exclusive of lands previously conveyed or dedicated for highway purposes.

Also, a Limited Highway Easement for the right to construct and maintain 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, but without prejudice to the owner's right to make or construct improvements on said lands or to flatten the slopes, providing said activities will not impair or otherwise adversely affect the highway facilities within the right of way, in and to the following tract of land in Fond du Lac County, State of Wisconsin, described as: that part of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 8 described as follows: begin at a point in the East line of the Northwest $\frac{1}{4}$ of said Southeast $\frac{1}{4}$ which is 65.64 feet South $1^{\circ} 22' 33''$ East of the Northeast corner of the Northwest $\frac{1}{4}$ of said Southeast $\frac{1}{4}$; then South $1^{\circ} 22' 33''$ East along said line 55.06 feet; then South $88^{\circ} 40' 33''$ West 199.24 feet to the owner's west property line; then North $1^{\circ} 29' 42''$ West along said line 30.00 feet; then North $88^{\circ} 40' 33''$ East 87.92 feet; then North $75^{\circ} 59' 44''$ East 114.14 feet to the point of beginning.

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 619.85 feet and the east 199.49 feet of the Northwest $\frac{1}{4}$ of said Southeast $\frac{1}{4}$.

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 west 619.85 feet and one access point in the east 66 feet of the Northwest $\frac{1}{4}$ of said Southeast $\frac{1}{4}$, pursuant to the provisions of Section 86.07(2), Wisconsin Statutes.

I.D. 1442-01-21

PAGE 2 OF 2

Parcel 29
VOL 951 PAGE 341

DOCUMENT NO.

366047

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

REGISTER'S OFFICE

Fond du Lac County, Wis.

Recorded at 2:22 M

JAN - 7 1981

Vol. 823 Records Page 827

GEORGE H. OTTERTY
REGISTER OF DEEDS

THIS DEED, made between

ARNOLD BISSEGGER and

ANNELIESE BISSEGGER, his wife,

Grantor conveys and warrants to

KENNETH BIRSCHBACH and DIANE BIRSCHBACH,
husband and wife, as joint tenants, and
to the survivor of either of them,

Grantee

for a valuable consideration of Sixty Thousand Dollars
(\$60,000.00),

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

Lot One (1) of Certified Survey Map No.
2560, recorded in Volume 13 of Certified
Survey Maps of Fond du Lac County on
pages 132 and 132A, located in the
N.W. 1/4 of the S.E. 1/4 of Section 8,
T. 15 N.-R. 18 E., Town of Empire,
Fond du Lac County, Wisconsin.

This Deed is given in partial satisfaction of land contract dated
November 30, 1979, and recorded in Volume 806 of Records on pages
242-243, in the Office of the Register of Deeds for Fond du Lac
County, Wisconsin.

RETURN TO 12-81 8 AM. 182.00
Attorney A. D. Edgerton
P. O. Box 1003
Fond du Lac, WI 54935

Tax Key No.

This is _____ homestead property.

TRANSFER

\$60.00

FEE

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

Executed at Lucerne, Switzerland this 5th day of January, 19 81.

SIGNED AND SEALED IN PRESENCE OF

Arnold Bissegger (SEAL)

Arnold Bissegger

Anneliese Bissegger (SEAL)

Anneliese Bissegger

(SEAL)

(SEAL)

Signatures of Arnold Bissegger and Anneliese Bissegger, his wife,

authenticated this 5th day of January, 19 81.

A. D. Edgerton

Title: Member State Bar of Wisconsin of DOUGLASS
JAN 10 1981 10:00 AM

STATE OF WISCONSIN

County. } ss

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

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

This instrument was drafted by

Attorney A. D. Edgerton

Notary Public _____ County, Wis.

The use of witnesses is optional.

My Commission (Expires) (to) _____

VOL 823 PAGE 827

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

WARRANTY DEED-STATE BAR OF WISCONSIN FORM NO. 2 - 1971

DOCUMENT NO.

447626

WARRANTY DEED

THIS INDENTURE, made by Arnold Bissegger and Anneliese Bissegger
husband and wife

grantor(s) hereby conveys and warrants to

STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION

grantee, for the sum of Twelve Thousand Seven Hundred Fifty and
No/100 (\$12,750.00) Dollars

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

Fee Title in and to the following tract of land in Fond du Lac County, State of Wisconsin, described as: That part of the Southeast $\frac{1}{4}$ of Section 8, Township 15 North, Range 18 East, described as follows:

Begin in the north line of the Southeast $\frac{1}{4}$ at a point 1,328.84 feet North $88^{\circ} 40' 33''$ East of the northwest corner of the Southeast $\frac{1}{4}$; then South $1^{\circ} 22' 33''$ East 500 feet along the east line of the west one-half of the Southeast $\frac{1}{4}$; then South $88^{\circ} 44' 52''$ West 198.45 feet to the east line of Certified Survey Map 2560; then North $1^{\circ} 29' 42''$ West 500 feet to the North line of the Southeast $\frac{1}{4}$; then North $88^{\circ} 44' 52''$ East 199.49 feet to the point of beginning. Except that part in S.T.H. 23.

The parcel contains 1.90 acres, more or less.

This space reserved for recording data

REGISTER'S OFFICE

Fond du Lac County, Wis.

Recorded at 120 PM

DEC 23 1987

Vol. 963 Records Page 561

MARY A. BRICKLE

REGISTER OF DEEDS

1 / 20 649
Return to: Wisconsin Dept. of Transportation

53187-0649

FEE
77.25(12)
EXEMPT

THIS IS NOT RESIDENTIAL
RENTAL PROPERTY

(SEAL)

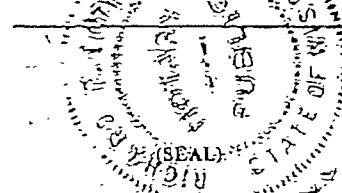
(SEAL)

Arnold Bissegger (SEAL)
Arnold Bissegger

Anneliese Bissegger (SEAL)
Anneliese Bissegger

STATE OF WISCONSIN, County of Fond du LacPersonally came before me this date JUNE 4, 1987the above named Arnold Bissegger and Anneliese Bissegger, Husband and Wife

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



VOL 963 PAGE 561

Richard T. Cotter

Notary Public, State of Wisconsin. My commission expires June 4, A.D., 1990Project I.D. 1442-01-21 This instrument was drafted by the State of Wisconsin, Dept. of Transportation. Parcel No. 123