

61  
LETTER REPORT OF TITLE

Par 231  
File Number: F511990L



4.19  
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 5:04 pm  
Last Revised on:4/29/10 5:04 pm  
Printed on:4/29/10 5:04 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:Great Northern Investments, a partnership

Property address:W4226 State Trunk Highway 23, Fond du Lac, WI 54937

Land value: \$42,600.00

Improvement value: \$209,200.00

Total value: \$251,800.00

Fair market value: \$251,000.00

Legal description: Lot 1 of Certified Survey Map No. 2560, recorded in the Fond du Lac County Registry on September 22, 1980 in Volume 13 of Certified Survey Maps on pages 132 and 132A, as Document No. 362915, and being a part of the lands located in the Northwest 1/4 Southeast 1/4 of Section 8, Township 15 North, Range 18 East, in the Town of Empire, Fond du Lac County, Wisconsin.

Tax Key No: T08-15-18-08-14-002-00

**Mortgages, Judgments, Liens, Taxes**



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Refer Inquiries to: Joe Nemith (jnemith@knightbarry.com)  
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1. General Taxes for the year 2010 .
2. Taxes for the year 2009 in the amount of \$3,960.69 are being paid on a payment plan. The balance due is \$1,980.34 . All installments that are due have been paid and there are no delinquent balances.
3. Mortgage from Great Northern Land & Cattle Company, Inc. to U.S. Bank N.A. in the amount of \$55,000.00 dated November 12, 2009 and recorded December 1, 2009 as Document No. 950749 .
4. Reservation and Dedication for Highway as shown on Certified Survey Map No. 2560 recorded September 22, 1980 in Volume 13, page 132 as Document No. 362915.
5. 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 .
6. Right of Way Grant and other matters contained in the instrument recorded December 24, 1980 in Volume 823, page 401 as Document No. 365782 .
7. Acceptance of right of Way Reservation and other matters contained in the instrument recorded June 12, 1985 in Volume 898, page 809 as Document No. 411424 .
8. Easements and Rights of Access as contained in Warranty Deed and other matters contained in the instrument recorded February 19, 1988 in Volume 966, page 478 as Document No. 449264 .
9. High Voltage Electric Transmission Line Easement and other matters contained in the instrument recorded December 18, 2000 as Document No. 704679 .
10. 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 .
11. Partial Easement Assignment and other matters contained in the instrument recorded January 28, 2002 as Document No. 736734 .
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.
13. Easements, Restrictions and other matters shown on Certified Survey Map No. 2560 recorded September 22, 1980 as Document No. 362915 .

#### 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

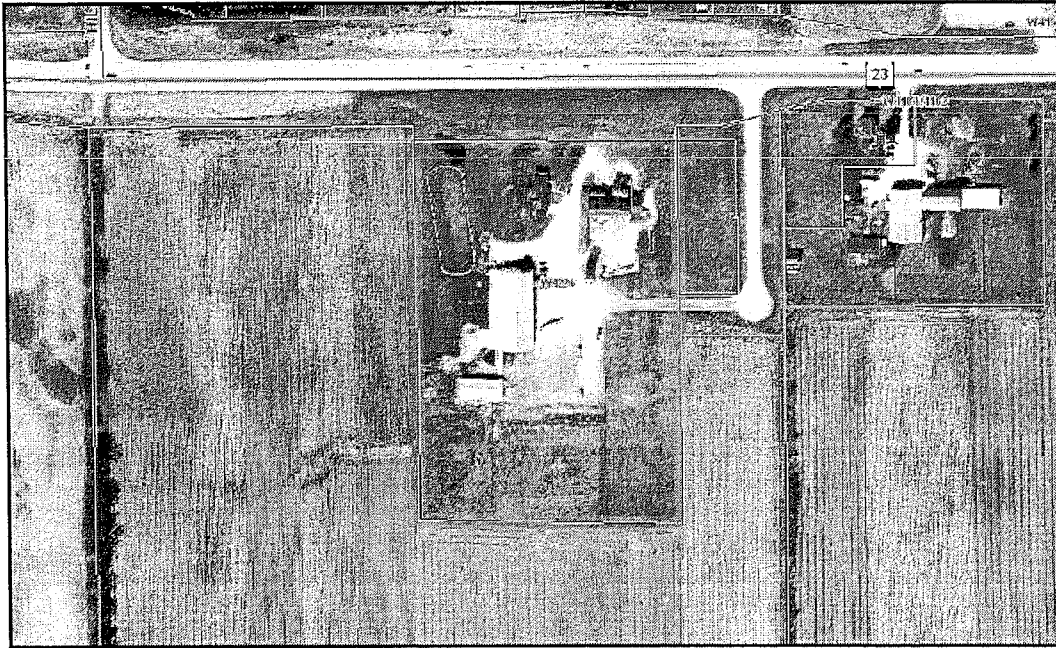
Please read the "Terms and Conditions - Letter Report of Title" set forth on the Knight-Barry Title Group website at [www.knightbarry.com/termsletterreport](http://www.knightbarry.com/termsletterreport) (the "Terms and Conditions"). By accepting this Letter Report of Title, you represent that you have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

# Fond du Lac County Real Estate Tax Record Detail

Property Record for Parcel Number: T08-15-18-08-14-002-00

Page 1 of 2

## Location Information



Municipality: TOWN OF EMPIRE Location Address: W4226 STATE ROAD 23  
Primary Owner Name: GREAT NORTHERN INVEST Mailing Address: W4226 STATE ROAD 23  
Secondary Owner Name: 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 LOT 1 CSM #2560-13-132 LOC IN NW 1/4 SE 1/4 EXC HWY REC V898-809 (V840-229 V844-61 V854-67 V1019-63 V1103-857&858 V1253-940) 8.586A

(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: 1253 Document Number: 0  
Total Acres: 8.586 Page: 940

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	8.586	8.586
Land Value	\$42,600.00	\$30,500.00
Improvement Value	\$209,200.00	\$167,400.00
Total Value	\$251,800.00	\$197,900.00
Fair Market Value	\$251,000.00	\$239,200.00
Fair Market Ratio	1.0032	0.8272

## Real Estate Tax Information

	<u>2009</u>	<u>2008</u>
Original Tax	\$4,022.23	\$3,668.42
Lottery Credit	\$0.00	\$0.00
First Dollar Credit	\$61.54	\$31.89
Net Tax	\$3,960.69	\$3,636.53
Special Assessments	\$0.00	\$0.00
Total Taxes	\$3,960.69	\$3,636.53
Total Payments	\$1,980.35	
Balance Due	\$1,980.34	

DOCUMENT NO.

366048

STATE BAR OF WISCONSIN—FORM 1  
WARRANTY DEED  
THIS SPACE RESERVED FOR RECORDING DATA

## REGISTER'S OFFICE

Fond du Lac County, Wis.

Recorded at 2:11 PM

JAN - 7 1981

Vol. 823 Records Page 828

GEORGE H. OTTERY

REGISTER OF DEEDS

THIS DEED, made between Kenneth Birschbach and Diane Birschbach, his wife, and in her own right,

Grantor

and Great Northern Investments, a partnership, RICHARD J. FREUND, DONALD F. COOPER and DAVID H. BACHMANN, partners.

Grantee,

Witnesseth, That the said Grantor, for a valuable consideration of  
one dollar and other valuable considerationconveys to Grantee the following described real estate in Fond du Lac  
County, State of Wisconsin:RETURN TO 1-7-81 8:11 PM 42nd  
Federal Land Bank Assn.  
Box 387 Fond du Lac, Wisc.  
54935

Tax Key No. \_\_\_\_\_

Lot 1, Certified Survey Map No. 2560, as recorded in Volume 13 of Certified Survey Maps, pages 132 and 132A, being a part of lands located in the NW $\frac{1}{4}$ SE $\frac{1}{4}$ , Section 8, T15N, R18E, Town of Empire, Fond du Lac County, Wisconsin.

## TRANSFER

\$ 25.00  
FEE

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

Together with all and singular the hereditaments and appurtenances thereunto belonging;  
And Grantor

warrants that the title is good, indefeasible in fee simple and free and clear of encumbrances ~~except~~

except: Subject to reservations, easements and restrictions of record.

and will warrant and defend the same.

Dated this 5th day of January, 1981.

Kenneth Birschbach (SEAL)

\* Kenneth Birschbach  
(SEAL)

Diane Birschbach (SEAL)

\* Diane Birschbach  
(SEAL)

## AUTHENTICATION

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

TITLE: MEMBER STATE BAR OF WISCONSIN  
(If not, \_\_\_\_\_  
authorized by \$706.06, Wis. Stats.)

This instrument was drafted by

Steven P. Sager, Attorney

Fond du Lac, Wisconsin

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

\*Names of persons signing in any capacity must be printed below their signatures.

## ACKNOWLEDGMENT

STATE OF WISCONSIN

Fond du Lac County. } ss.

Personally came before me, this 5th day of

January, 1981, the above named Kenneth Birschbach and Diane Birschbach,

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

Richard J. Fatio  
Notary Public Fond du Lac County, Wis.

My Commission ~~expires~~ June 12, 1982

VOL 823 PAGE 828

DOCUMENT NO

376404

GREAT NORTHERN INVESTMENTS, a partnership  
consisting of DONALD F. COOPER, RICHARD J.  
FREUND and DAVID H. BACHMANN,

quit-claims to

GREAT NORTHERN INVESTMENTS, a partnership  
consisting of DONALD F. COOPER, RICHARD J.  
FREUND, DAVID H. BACHMANN and GREG J.  
BOVRE,

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.

The purpose of this Deed is to correct warranty deed dated  
January 5, 1981 and recorded on January 7, 1981, in Volume  
823 of Records on page 828, to properly show all of the  
partners in said partnership.

EXEMPT from Wisconsin Real Estate Transfer Fee  
pursuant to Section 77.25(3) of the Wisconsin Statutes.

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

Dated this 15th day of February, 19 82.

GREAT NORTHERN INVESTMENTS, a partnership

By

Donald F. Cooper

(SEAL)

Richard J. Freund

(SEAL)

David H. Bachmann

(SEAL)

(SEAL)

#### AUTHENTICATION

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

#### ACKNOWLEDGMENT

STATE OF WISCONSIN

Fond du Lac

County.

ss.

Personally came before me, this 15th day of  
February, 1982, the above named \_\_\_\_\_

TITLE: MEMBER STATE BAR OF WISCONSIN

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

This instrument was drafted by

Attorney A. D. Edgerton

Fond du Lac, Wisconsin

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

to me known to be the person \_\_\_\_\_ who executed the fore-  
going instrument and acknowledged the same.

Notary Public Fond du Lac County, Wis.

My Commission is permanent. (If not, state expiration  
date: \_\_\_\_\_ 19 \_\_\_\_\_)

VOL 840 PAGE 229

STATE BAR OF WISCONSIN--FORM 1  
QUIT CLAIM DEED  
THIS SPACE RESERVED FOR RECORDING DATA

#### REGISTER'S OFFICE

Fond du Lac County, Wis.  
Recorded at 11:45 AM

FEB 22 1982

Vol. 840 Records Page 229

GEORGE H. OTTERY,  
REGISTER OF DEEDS

RETURN TO

Tax Key No. \_\_\_\_\_

FEE

#77.25(3)

EXEMPT

DOCUMENT NO.

378823

STATE BAR OF WISCONSIN—FORM 3  
QUIT CLAIM DEED  
THIS SPACE RESERVED FOR RECORDING DATA

REGISTER'S OFFICE

Fond du Lac County, Wis.  
Recorded at 2:21 M

JUN - 8 1982

Vol. 844, Records Page 61

GEORGE H. OTTERTY, Jr.

REGISTER OF DEEDS

RETURN TO

Atty. A. D. Edgarton  
P. O. Box 1003  
Fond du Lac, Wisconsin  
54935

Tax Key No. \_\_\_\_\_

DONALD F. COOPER

quit-claims to \_\_\_\_\_

PAULA A. BOVRE and

RICK A. BOVRE

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.

The purpose of this Quit Claim Deed is to indicate on the  
record that all partnership interest in and to Great Northern  
Investments has been transferred and assigned from Donald F.  
Cooper to Paula A. Bovre and Rick A. Bovre.

EXEMPT from Wisconsin Real Estate Transfer Fee  
pursuant to Section 77.25(3).

FEE

# 77.25(3)

EXEMPT

This is not homestead property.  
(1) (2) (3) (4) (5) (6) (7) (8) (9) (10) (11) (12) (13) (14) (15) (16) (17) (18) (19) (20) (21) (22) (23) (24) (25) (26) (27) (28) (29) (30) (31) (32) (33) (34) (35) (36) (37) (38) (39) (40) (41) (42) (43) (44) (45) (46) (47) (48) (49) (50) (51) (52) (53) (54) (55) (56) (57) (58) (59) (60) (61) (62) (63) (64) (65) (66) (67) (68) (69) (70) (71) (72) (73) (74) (75) (76) (77) (78) (79) (80) (81) (82) (83) (84) (85) (86) (87) (88) (89) (90) (91) (92) (93) (94) (95) (96) (97) (98) (99) (100)

Dated this 17th day of February, 19 82.

(SEAL)

Donald F. Cooper

(SEAL)

(SEAL)

(SEAL)

AUTHENTICATION

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

ACKNOWLEDGMENT

STATE OF WISCONSIN

Fond du Lac

County, } ss.

Personally came before me, this 17th day of  
February, 1982, the above named \_\_\_\_\_

Donald F. Cooper

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, \_\_\_\_\_  
authorized by § 706.05, Wis. Stats.)

This instrument was drafted by  
Attorney A. D. Edgarton

Fond du Lac, Wisconsin

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

to me known to be the person, who executed the fore-  
going instrument and acknowledged the same.

\* A. D. Edgarton

Notary Public Fond du Lac County, Wis.

My Commission is permanent. (From \_\_\_\_\_)

VOL 844 PAGE 61

384907

STATE BAR OF WISCONSIN FORM 1  
QUIT CLAIM DEED  
TO BE FILED IN THE PUBLIC RECORDS OF THE COUNTY OF FOND DU LAC, WISCONSIN

## REGISTER'S OFFICE

Fond du Lac County, Wis.  
Recorded on 11:45 AM

JAN 24 1983

Vol. 854 Record Page 67  
MARY E. HUNTERRichard M. Freund and  
David H. Bachmann, Grantors.

quit-claims to

Darrell Pidgeon, Grantee

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

RETURN TO  
1-24-83 11:55 AM HUNTER  
Atty. A. D. Edgarton  
P. O. Box 1003  
Fond du Lac, Wisconsin  
54935

Tax Key No. \_\_\_\_\_

The purpose of this Quit Claim Deed is to indicate on the record  
that a 25% partnership interest in and to Great Northern Investments  
has been transferred and assigned from Grantors to Grantee herein  
named:

EXEMPT from Wisconsin Real Estate Transfer Fee  
pursuant to Section 77.25(3).

FEE  
#77.25(3)  
EXEMPT

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

Dated this 1st day of December, 1982

(SEAL)

(SEAL)

*Richard M. Freund* (SEAL)  
Richard M. Freund  
*David H. Bachmann* (SEAL)  
David H. Bachmann

## AUTHENTICATION

Signature authenticated by a 1st day of  
December, 1982

A. D. Edgarton

TITLE MEMBER STATE BAR OF WISCONSIN

(If not,  
authorized by §76A.06, Wis. Stats.)

This instrument was drafted by

Attorney A. D. Edgarton

Fond du Lac, Wisconsin

## ACKNOWLEDGMENT

STATE OF WISCONSIN

County, \_\_\_\_\_  
Personally came before us, this \_\_\_\_\_ day of \_\_\_\_\_  
the above named \_\_\_\_\_

to me known to be the person who executed the fore-  
going instrument and acknowledged the same

By \_\_\_\_\_  
Notary Public in and for the State of Wisconsin  
My Commission expires \_\_\_\_\_

854 67

STOCK NO. 12883

479144

RECORDED

VOL 1019 PAGE 63

JUN 13 8 08 AM '90

Mary E. Briskle

REGISTERED DEEDS  
FOND DU LAC, WI

Greg J. Bovre, Grantor

quit-claims to Darrell A. Worden, Grantee

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

RETURN TO

A. D. Edgarton

P. O. Box 1276

Fond du Lac, WI 54936-1276

Tax Parcel No:

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.

The purpose of this Quit Claim Deed is to indicate on the record that a  
12-1/2% partnership interest in and to Great Northern Investments has been  
transferred and assigned from Grantor to Grantee herein named.

FEE

# 77.25(3)

EXEMPT

EXEMPT from Wisconsin Real Estate Transfer Fee pursuant to Section 77.25(3)

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

Dated this 9th day of May, 1990

(SEAL)

Greg J. Bovre

(SEAL)

Greg J. Bovre

(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 A. D. Edgarton

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

## ACKNOWLEDGMENT

STATE OF WISCONSIN

FOND DU LAC County.

ss.

Personally came before me this 9th day of  
May, 1990, the above named

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

Gerardo F. Hufnagel

Notary Public Fond du Lac County, Wis.  
My Commission is permanent. (If not, state expiration  
date: MARCH 17, 1991.)

VOL 1019 PAGE 63



DOCUMENT NO.

STATE BAR OF WISCONSIN FORM 3—1982  
QUIT CLAIM DEED

THIS SPACE RESERVED FOR RECORDING DATA

520853

RECORDED

VOL 1103 PAGE 857  
NOV 4 2 59 PM '92Mary C. Bissler  
REGISTER OF DEEDS  
FOND DU LAC COUNTY, WI

RICHARD J. FREUND

quit-claims to RICK A. BOVRE, PAULA A. BOVRE, DARRELL A.  
WORDEN and CYNTHIA L. WORDENthe following described real estate in Fond du Lac County,  
State of Wisconsin:

RETURN TO

Atty. A. D. Edgerton 10  
P. O. Box 1276  
Fond du Lac, WI 54936-1276

Tax Parcel No: .....

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, except for  
lands conveyed to Wisconsin Department of Transportation in document  
recorded in Volume 898 Records, page 809.

The purpose of this Quit Claim Deed is to indicate on the record that  
a 12.5% partnership interest in and to Great Northern Investments has  
been transferred and assigned from Grantor to Grantees herein named.

EXEMPT from Wisconsin Real Estate Transfer Fee pursuant to Section 77.25(3).

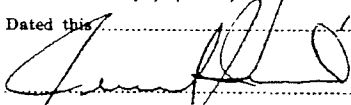
FEE

# 77.25(3)

EXEMPT

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

Dated this 12th day of OCTOBER, 1992



(SEAL)

(SEAL)

Richard J. Freund

(SEAL)

(SEAL)

## AUTHENTICATION

Signature(s) Richard J. Freund

authenticated this day of, 1992

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

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

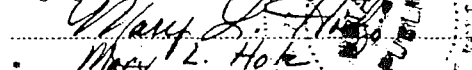
## ACKNOWLEDGMENT

STATE OF WISCONSIN

Fond du Lac County ss.

Personally came before me this 12th day of  
October, 1992 the above named

Richard J. Freund

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

Notary Public Mary C. Bissler

My Commission is permanent. (If not, state expiration  
date: 7/1/94-10/94)

DOCUMENT NO

STATE BAR OF WISCONSIN FORM 3—1982  
QUIT CLAIM DEED

520854

THIS SPACE RESERVED FOR RECORDING DATA  
RECORDED

VOL 1103 PAGE 858

NOV 4 2 59 PM '82

Mary C. Trischler

REGISTER OF DEEDS  
FOND DU LAC COUNTY, WI

DAVID H. BACHMANN

quit-claims to RICK A. BOVRE, PAULA A. BOVRE, DARRELL A.  
WORDEN and CYNTHIA L. WORDENthe following described real estate in Fond du Lac County,  
State of Wisconsin:RETURN TO  
Atty. A. D. Edgerton 10  
P. O. Box 1276  
Fond du Lac, WI 54936-1276

Tax Parcel No: .....

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, except for  
lands conveyed to Wisconsin Department of Transportation in document  
recorded in Volume 898 Records, page 809.

The purpose of this Quit Claim Deed is to indicate on the record that  
a 12.5% partnership interest in and to Great Northern Investments has  
been transferred and assigned from Grantor to Grantees herein named.

EXEMPT from Wisconsin Real Estate Transfer Fee pursuant to Section 77.25(3).

FEE  
# 77.25(3)  
EXEMPT

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

Dated this 12th day of October, 1982

*David H. Bachmann* (SEAL) \_\_\_\_\_ (SEAL)  
David H. Bachmann  
\_\_\_\_\_. (SEAL) \_\_\_\_\_ (SEAL)

## AUTHENTICATION

Signature(s) David H. Bachmann

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

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

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

## ACKNOWLEDGMENT

STATE OF WISCONSIN

Fond du Lac County.

Personally came before me this 12th day of  
October, 1982, the above named

DAVID BACHMANN

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

588384

VOL 1253 PAGE 940

Darrell W. Pidgeon, Inc.

95 FEB 29 AM 8:16

quit-claims to Todd N. Wendorf, Niles G. Wendorf,  
and Elmo F. Wendorf, Jr., as tenants in common,REGISTER OF DEEDS  
FOND DU LAC COUNTY, WIthe following described real estate in Fond du Lac County,  
State of Wisconsin:RETURN TO  
Atty. A. D. Edgerton  
P. O. Box 1276  
Fond du Lac, WI 54936-1276

Tax Parcel No: .....

Lot One (1) of Certified Survey Map No. 2560, recorded in Volume 13  
of Certified Survey Maps on 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, except for  
lands conveyed to Wisconsin Department of Transportation in document  
recorded in Volume 898 Records, page 809.

The purpose of this Quit Claim Deed is to indicate on the record that a  
25% partnership interest in and to Great Northern Investments has  
been transferred and assigned from Grantor to Grantees herein named.

EXEMPT from Wisconsin Real Estate Transfer Fee pursuant to Section 77.25(3)

FEE  
# 77.25(3)  
EXEMPT

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

Dated this 20th day of February, 1996.

(SEAL)

DARRELL W. PIDGEON, INC. (SEAL)

By Darrell W. Pidgeon  
Darrell W. Pidgeon, President

(SEAL)

(SEAL)

## AUTHENTICATION

## ACKNOWLEDGMENT

Signature(s) of Darrell W. Pidgeon, President STATE OF WISCONSIN  
of Darrell W. Pidgeon, Inc.

authenticated this 20th day of February, 1996.

A. D. Edgerton

TITLE: MEMBER STATE BAR OF WISCONSIN

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

THIS INSTRUMENT WAS DRAFTED BY

A. D. Edgerton

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

VOL 1253 PAGE 940



**MORTGAGE, SECURITY AGREEMENT AND  
ASSIGNMENT OF RENTS  
(INCLUDING FIXTURE FILING UNDER UNIFORM COMMERCIAL CODE)  
WISCONSIN REAL ESTATE**

This Mortgage, Security Agreement and Assignment of Rents ("Mortgage") is made and entered into by the undersigned borrower(s), guarantor(s) and/or other obligor(s) (collectively the "Mortgagor") in favor of U.S. BANK N.A. (the "Bank") as of the date set forth below.

Check box if applicable:

☐ This is a purchase money mortgage. ☐ This is a construction mortgage.

**ARTICLE I. MORTGAGE/SECURITY INTEREST**

**1.1 Grant of Mortgage/Security Interest.** For consideration received, the Mortgagor hereby mortgages, conveys, grants and collaterally assigns to the Bank the Mortgaged Property (defined below) to secure all of the Mortgagor's Obligations (defined below) to the Bank. The intent of the parties hereto is that the Mortgaged Property secures all Obligations of the Mortgagor to the Bank, whether or not such Obligations exist under this Mortgage or any other agreements, whether now or hereafter existing, between the Mortgagor and the Bank or in favor of the Bank, including, without limitation, any note, any loan or security agreement, any lease, any other mortgage, deed of trust or other pledge of an interest in real or personal property, any guaranty, any letter of credit or reimbursement agreement or banker's acceptance, any agreement for any other services or credit extended by the Bank to the Mortgagor even though not specifically enumerated herein and any other agreement with the Bank (together and individually, the "Loan Documents").

**1.2 "Mortgaged Property"** means all of the following whether now owned or existing or hereafter acquired by the Mortgagor (or by the Mortgagor with spouse), wherever located: all the real estate described below or in Exhibit A attached hereto (the "Land"), together with all buildings, structures, standing timber, timber to be cut, fixtures, furnishings, inventory, equipment, machinery, apparatus, appliances, and articles of personal property of every kind and nature whatsoever, (and all proceeds and products thereof) now or hereafter located on the Land, or any part thereof, and used in connection with the Land and improvements; all materials, contracts, drawings and personal property relating to any construction on the Land; and all other improvements now or hereafter constructed, affixed or located thereon (the "Improvements") (the Land and the Improvements collectively the "Premises"); any and all easements, rights-of-way, licenses, privileges, and appurtenances thereto; any and all lease or other agreements for the use or occupancy of the Premises, and all the rents, issues, profits or any proceeds therefrom and all security deposits and any guaranty of a tenant's obligation thereunder (collectively the "Rents"); all awards as a result of condemnation, eminent domain or other decrease in value of the Premises and all insurance and other proceeds of the Premises; and any interest of Mortgagor in and to the land lying within any street or roadway adjoining the Premises and any strips and gores adjoining the Premises or any part thereof.

The Land is described as follows (or in Exhibit A hereto if the description does not appear below):

Lot One (1) of Certified Survey Map No. 2560, recorded in Volume 13 of Certified Survey Maps on Fond du Lac County on pages 132 and 132A, located in the Northwest 1/4 of the Southeast 1/4 of Section 8, Township 15 North, Range 18 East, Town of Empire, Fond du Lac County, Wisconsin, except for lands conveyed to Wisconsin Department of Transportation in document recorded in Volume 898 of Records, page 809.

Property located at W4226 State Road 23, Fond du Lac, WI 54937

**1.3 "Obligations"** means all loans by the Bank to Great Northern Land & Cattle Company, Inc.

, including those loans evidenced by a note or notes dated 11/12/09 in the initial principal amount(s) of \$ 55,000.00

, and any extensions, renewals, restatements and modifications thereof and all principal, interest, fees and expenses relating thereto (the "Note"); and also means all the Mortgagor's debts, liabilities, obligations, covenants, warranties, and duties to the Bank (plus its affiliates including any credit card debt, but specifically excluding any type of consumer credit), whether now or hereafter existing or incurred, whether liquidated or unliquidated, whether absolute or contingent, whether arising out of the Loan Documents or otherwise, and regardless of whether such Obligations arise out of existing or future credit granted by the Bank to any

DOC# 950749

Recorded  
Dec. 01, 2009 AT 01:15PM

*Patricia Kraus*

PATRICIA KRAUS  
REGISTER OF DEEDS  
FOND DU LAC COUNTY  
Fee Amount: \$23.00

Recording Area

Name and Return Address  
U.S. BANK N.A.  
COLLATERAL DEPARTMENT  
P.O. BOX 3487  
OSHKOSH WI 54903-3487

T08-15-18-08-14-002-00

Parcel Identifier No.

Mortgagor, to any Mortgagor and others, to others guaranteed, endorsed or otherwise secured by any Mortgagor or to any debtor-in-possession/successor-in-interest of any Mortgagor, and principal, interest, fees, expenses and charges relating to any of the foregoing, including without limitation, costs and expenses of collection and enforcement of this Mortgage, attorneys' fees and environmental assessment or remediation costs.

1.4 **Homestead.** The Premises are not <sup>(are)</sup> <sub>(are not)</sub> the homestead of the Mortgagor.

## ARTICLE II. WARRANTIES AND COVENANTS

In addition to all other warranties and covenants of the Mortgagor under the Loan Documents which are expressly incorporated herein as part of this Mortgage, including the covenants to pay and perform all Obligations, and while any part of the credit granted the Mortgagor under the Loan Documents is available or any Obligations of the Mortgagor to the Bank are unpaid or outstanding, the Mortgagor continuously warrants and agrees as follows:

2.1 **Warranty of Title/Possession.** The Mortgagor has sole and exclusive title to and possession of the Premises, excepting only the following "Permitted Encumbrances": restrictions and utility easements of record and zoning ordinances (the terms of which are and will be complied with, and in the case of easements, are and will be kept free of encroachments); taxes and assessments not yet due and payable; and those Permitted Encumbrances set forth on **Exhibit B** attached hereto (except that if no Exhibit B is attached there will be no additional Permitted Encumbrances). The lien of this Mortgage, subject only to Permitted Encumbrances, is and will continue to be a valid first and only lien upon all of the Mortgaged Property.

2.2 **Maintenance; Waste; Alteration.** The Mortgagor will maintain the Premises in good and tenantable condition and will restore or replace damaged or destroyed improvements with items of at least equal utility and value. The Mortgagor will not commit or permit waste to be committed on the Premises. The Mortgagor will not remove, demolish or materially alter any part of the Premises without the Bank's prior written consent, except the Mortgagor may remove a fixture or item of personal property, provided the fixture or item of personal property is promptly replaced with another fixture or item of personal property of at least equal utility. The replacement fixture or item of personal property will be subject to the priority lien and security interest of this Mortgage.

2.3 **Transfer and Liens.** The Mortgagor will not, without the prior written consent of the Bank which may be withheld in the Bank's sole and absolute discretion, either voluntarily or involuntarily (i) sell, assign, lease or transfer, or permit to be sold, assigned, leased or transferred any part of the Premises, or any interest therein; or (ii) pledge or otherwise encumber, create or permit to exist any mortgage, pledge, lien or claim for lien or encumbrance upon any part of the Premises or interest therein, except for the Permitted Encumbrances.

2.4 **Escrow.** After written request from the Bank, the Mortgagor will pay to the Bank sufficient funds at such time as the Bank designates, to pay (i) the estimated annual real estate taxes and assessments on the Premises; (ii) all property or hazard insurance premiums when due; and (iii) flood insurance premiums, if any. Interest will not be paid by the Bank on any escrow funds. Escrowed funds may be commingled with other funds of the Bank. All escrowed funds are hereby pledged as additional security for the Obligations.

2.5 **Taxes, Assessments, and Charges.** To the extent not paid to the Bank under 2.4 above, the Mortgagor will pay before they become delinquent all taxes, assessments and other charges now or hereafter levied or assessed against the Premises, against the Bank based upon this Mortgage or the Obligations secured by this Mortgage, or upon the Bank's interest in the Premises, and will deliver to the Bank receipts showing timely payment.

2.6 **Insurance.** The Mortgagor will continually insure the Premises, with insurers acceptable to the Bank, against such perils or hazards as the Bank may require, in amounts not less than the unpaid balance of the Obligations or the full replacement value of the improvements, whichever is less, with acceptable co-insurance provisions. The policies will contain an agreement by each insurer that the policy will not be terminated or modified without at least 30 days' prior written notice to the Bank and will contain a mortgage clause acceptable to the Bank; and the Mortgagor will take such other action as the Bank may reasonably request to ensure that the Bank will receive (subject to no other interests) the insurance proceeds from the improvements. The Mortgagor hereby assigns all insurance proceeds to and irrevocably directs, while any Obligations remain unpaid, any insurer to pay to the Bank the proceeds of all such insurance and any premium refund; and authorizes the Bank to endorse the Mortgagor's name to effect the same, to make, adjust or settle, in the Mortgagor's name, any claim on any insurance policy relating to the Premises. The proceeds and refunds will be applied in such manner as the Bank, in its sole and absolute discretion, determines to rebuilding of the Premises or to payment of the Obligations, whether or not then due and payable.

2.7 **Condemnation.** The Mortgagor will pay to the Bank all compensation received for the taking of the Premises, or any part thereof, by a condemnation proceeding (including payments in compromise of condemnation proceedings), and all compensation received as damages for injury to the Premises, or any part thereof. The compensation will be applied in such manner as the Bank, in its sole and absolute discretion, determines to rebuilding of the Premises or to payment of the Obligations, whether or not then due and payable.

2.8 **Environmental Matters.** Except as specifically disclosed by Mortgagor to Bank in writing prior to the execution of this Mortgage, Mortgagor represents and warrants as follows. There exists no uncorrected violation by the Mortgagor of any federal, state or local laws (including statutes, regulations, ordinances or other governmental restrictions and requirements) relating to the discharge of air

defined, whether such laws currently exist or are enacted in the future (collectively "Environmental Laws"). The term "Hazardous Substances" will mean any hazardous or toxic wastes, chemicals or other substances, the generation, possession or existence of which is prohibited or governed by any Environmental Laws. The Mortgagor is not subject to any judgment, decree, order or citation, or a party to (or threatened with) any litigation or administrative proceeding, which asserts that the Mortgagor (a) has violated any Environmental Laws; (b) is required to clean up, remove or take remedial or other action with respect to any Hazardous Substances (collectively "Remedial Action"); or (c) is required to pay all or a portion of the cost of any Remedial Action, as a potentially responsible party. Except as disclosed on the Borrower's environmental questionnaire provided to the Bank, there are not now, nor to the Mortgagor's knowledge after reasonable investigation have there ever been, any Hazardous Substances (or tanks or other facilities for the storage of Hazardous Substances) stored, deposited, recycled or disposed of on, under or at any real estate owned or occupied by the Mortgagor during the periods that the Mortgagor owned or occupied such real estate, which if present on the real estate or in soils or ground water, could require Remedial Action. To the Mortgagor's knowledge, there are no proposed or pending changes in Environmental Laws which would adversely affect the Mortgagor or its business, and there are no conditions existing currently or likely to exist while the Loan Documents are in effect which would subject the Mortgagor to Remedial Action or other liability. The Mortgagor currently complies with and will continue to timely comply with all applicable Environmental Laws; and will provide the Bank, immediately upon receipt, copies of any correspondence, notice, complaint, order or other document from any source asserting or alleging any circumstance or condition which requires or may require a financial contribution by the Mortgagor or Remedial Action or other response by or on the part of the Mortgagor under Environmental Laws, or which seeks damages or civil, criminal or punitive penalties from the Mortgagor for an alleged violation of Environmental Laws. In the event of any such circumstance or condition, the Mortgagor agrees, at its expense and at the request of the Bank, to permit an environmental audit solely for the benefit of the Bank, to be conducted by the Bank or an independent agent selected by the Bank and which may not be relied on by the Mortgagor for any purpose. This provision shall not relieve the Mortgagor from conducting its own environmental audits or taking any other steps necessary to comply with Environmental Laws.

**2.9 Assignments.** The Mortgagor will not assign, in whole or in part, to anyone other than the Bank, the rents, issues or profits arising from the Premises, without the Bank's prior written consent.

**2.10 Right of Inspection.** The Bank may at all reasonable times enter and inspect the Premises.

**2.11 Waivers by Mortgagor.** To the greatest extent that such rights may then be lawfully waived, the Mortgagor hereby agrees for itself and any persons claiming under the Mortgagor that it will waive and will not, at any time, insist upon or plead or in any manner whatsoever claim or take any benefit or advantage of (a) any exemption, stay, extension or moratorium law now or at any time hereafter in force; (b) any law now or hereafter in force providing for the valuation or appraisal of the Premises or any part thereof prior to any sale or sales thereof to be made pursuant to any provision herein contained or pursuant to the decree, judgment or order of any court of competent jurisdiction; (c) any law now or at any time hereafter made or enacted granting a right to redeem the Premises so sold or any part thereof or any rights of redemption from sale under any order or decree of foreclosure of this Mortgage; (d) any statute of limitations now or at any time hereafter in force; or (e) any right to require marshalling of assets by the Bank.

**2.12 Assignment of Rents and Leases.** The Mortgagor assigns and transfers to the Bank, as additional security for the Obligations, all right, title and interest of the Mortgagor in and to all leases which now exist or hereafter may be executed by or on behalf of the Mortgagor covering the Premises, and any extensions or renewals thereof, together with all Rents. Upon default under this Mortgage or any of the Loan Documents or any Obligation (notwithstanding any cure period), the Bank shall be immediately entitled to the Rents. The Bank, at its option without notice and without seeking or obtaining the appointment of a receiver or taking actual possession of the Premises may (a) give notice to any tenant(s) that the tenant(s) should begin making payments under their lease agreement(s) directly to the Bank or its designee; (b) commence a foreclosure action and file a motion for appointment of a receiver; or (c) give notice to the Mortgagor that the Mortgagor should collect all Rents arising from the Premises and remit them to the Bank upon

immediately be due from the Mortgagor to the Bank from the date of expenditure by the Bank to date of payment by the Mortgagor, and will be one of the Obligations secured by this Mortgage. All acts by the Bank are hereby ratified and approved, and the Bank will not be liable for any acts of commission or omission, nor for any errors of judgment or mistakes of fact or law.

#### ARTICLE IV. DEFAULTS AND REMEDIES

The Bank may enforce its rights and remedies under this Mortgage upon default. A default will occur if the Mortgagor fails to comply with the terms of any Loan Documents or this Mortgage (including any guaranty by the Mortgagor) or defaults under the terms of any other mortgage affecting the Premises, or if any other obligor fails to comply with the terms of any loan documents for which the Mortgagor has given the Bank a guaranty secured by this Mortgage.

**4.1 Cumulative Remedies; Waiver.** In addition to the remedies for default set forth in the Loan Documents, including acceleration, the Bank upon default will have all other rights and remedies for default available by law or equity including foreclosure of this Mortgage. The rights and remedies specified herein are cumulative and are not exclusive of any rights or remedies which the Bank would otherwise have. With respect to such rights and remedies:

a. **Receiver.** Upon the commencement or during the pendency of any action to foreclose this Mortgage, the Bank will be entitled, as a matter of right, without notice or demand and without giving bond or other security, and without regard to the solvency or insolvency of the Mortgagor or to the value of the Premises, to have a receiver appointed for all or any part of the Premises, which receiver will be authorized to collect the rents, issues and profits of the Premises during the pendency of such foreclosure action, and until the confirmation of sale made under any judgment foreclosing this Mortgage, and to hold and apply such rents, issues and profits, when so collected, as the court will from time to time direct.

b. **Agreement to State Foreclosure Statutes.** The Mortgagor agrees that in the event of foreclosure of this Mortgage, the Mortgagor will be bound by the provisions of Sections 846.101 and 846.103 of the Wisconsin Statutes as the same may be amended or renumbered from time to time, whichever may be applicable to the Premises, permitting the Bank (at its option) to waive the right to a deficiency judgment and shorten the length of the redemption period in the event of foreclosure.

c. **Power of Sale.** In the event of foreclosure, the Bank may sell the Premises at public sale and execute and deliver to the purchasers deeds of conveyance pursuant to statute.

d. **Waiver by the Bank.** The Bank may permit the Mortgagor to attempt to remedy any default without waiving its rights and remedies hereunder, and the Bank may waive any default without waiving any other subsequent or prior default by the Mortgagor. Furthermore, delay on the part of the Bank in exercising any right, power or privilege hereunder or at law will not operate as a waiver thereof, nor will any single or partial exercise of such right, power or privilege preclude other exercise thereof or the exercise of any other right, power or privilege. No waiver or suspension will be deemed to have occurred unless the Bank has expressly agreed in writing specifying such waiver or suspension.

#### ARTICLE V. MISCELLANEOUS

In addition to all other miscellaneous provisions under the Loan Documents which are expressly incorporated as a part of this Mortgage, the following provisions will also apply:

**5.1 Term of Mortgage.** The Bank's rights under this Mortgage will continue until the Bank's commitment to lend has been terminated or expired, and until all Obligations have been paid in full and performed.

**5.2 Time of the Essence.** Time is of the essence with respect to payment of the Obligations, the performance of all covenants of the Mortgagor and the payment of taxes, assessments, and similar charges and insurance premiums.

**5.3 Subrogation.** The Bank will be subrogated to the lien of any mortgage or other lien discharged, in whole or in part, by the proceeds of the Note.

**5.4 Choice of Law.** Foreclosure of this Mortgage will be governed by the laws of the state in which the Land is located. For all other purposes, the choice of law specified in the Loan Documents will govern.

**5.5 Severability.** Invalidity or unenforceability of any provision of this Mortgage shall not affect the validity or enforceability of any other provision.

**5.6 Entire Agreement.** This Mortgage is intended by the Mortgagor and Bank as a final expression of this Mortgage and as a complete and exclusive statement of its terms, there being no conditions to the full effectiveness of this Mortgage. No parol evidence of any nature shall be used to supplement or modify any terms.

**5.7 Joint Liability; Successors and Assigns.** If there is more than one Mortgagor, the liability of the Mortgagors will be joint and several, and the reference to "Mortgagor" shall be deemed to refer to all Mortgagors. The rights, options, powers and remedies granted in this Mortgage and the other Loan Documents shall extend to the Bank and to its successors and assigns, shall be binding upon the Mortgagor and its successors and assigns, and shall be applicable hereto and to all renewals, amendments and/or extensions hereof.

**5.8 Indemnification.** Except for harm arising from the Bank's willful misconduct, the Mortgagor hereby indemnifies and agrees to defend and hold the Bank harmless from any and all losses, costs, damages, claims and expenses of any kind suffered by or asserted against the Bank relating to claims by third parties arising out of the financing provided under the Loan Documents or related to the

Mortgaged Property (including, without limitation, the Mortgagor's failure to perform its obligations relating to Environmental Matters described in Section 2.8 above). This indemnification and hold harmless provision will survive the termination of the Loan Documents and the satisfaction of this Mortgage and Obligations due the Bank.

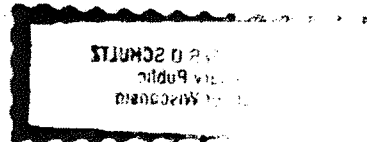
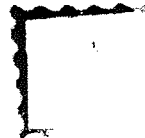
5.9 **Notices.** Notice of any record shall be deemed delivered when the record has been (a) deposited in the United States Mail, postage pre-paid, (b) received by overnight delivery service, (c) received by telex, (d) received by telecopy, (e) received through the Internet, or (f) when personally delivered.

5.10 **Riders.** The rider(s) attached hereto and recorded together with this Mortgage are hereby fully incorporated into this Mortgage.

[Check applicable box(es)]

- ☐ Construction Loan Rider  
☐ Condominium Rider  
☐ Second Mortgage Rider  
☐ Other(s) (Specify) \_\_\_\_\_

(SIGNATURE(S) AND NOTARIZATION ON NEXT PAGE)





IN WITNESS WHEREOF, the undersigned has/have executed this MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS as of NOVEMBER 12, 2009

(Individual Mortgagor)

Great Northern Investments  
Mortgagor Name (Organization)

a. Wisconsin General Partnership

Mortgagor Name N/A

By

Name and Title See Attached Addendum,

(Individual Mortgagor)

By

Name and Title See Attached Addendum,

Mortgagor Name N/A

(Mortgagor Address)

W4226 State Road 23 East

Fond du Lac, WI 54935

(Bank Address)

U.S. BANK N.A.

400 CITY CENTER

OSHKOSH, WI 54901

STATE OF WISCONSIN }  
COUNTY OF SHEBOYGAN } ss.

This instrument was acknowledged before me on NOVEMBER 12, 2009, by See Attached Addendum and See Attached Addendum (Name(s) of person(s))  
as and (Type of authority, if any, e.g., officer, trustee, if an individual, state "a

of Great Northern Investments (Name of entity on whose behalf the document was executed; use N/A if individual)  
(married individual or "a single individual")

(Notarial Seal)

SCHULTZ

Printed Name: CHRISTOPHER SCHULTZ

Notary Public, State of: WISCONSIN

My commission expires: 12-09-12

This instrument was drafted by Christopher Schultz on behalf of U.S. BANK N.A.  
(name) (bank name)

CHRISTOPHER D SCHULTZ  
Notary Public  
State of Wisconsin

## NAME and SIGNATURE ADDENDUM

This Addendum is made a part of the Mortgage/Deed of Trust made and entered into by and between the undersigned Mortgagor and the Bank as of the date identified below.

Date: November 12, 2009

MORTGAGOR: Great Northern Investments  
a(an) Wisconsin General Partnership

By: Paula Bovre

Name and Title: Paula A Bovre, Partner

By: Darrell Worden

Name and Title: Darrell A Worden, Partner

By: Todd Wendorf

Name and Title: Todd N Wendorf, Partner

By: Rick Bovre

Name and Title: Rick A Bovre, Partner

By: Gregory J Bovre

Name and Title: Gregory J Bovre, Partner

By: \_\_\_\_\_

Name and Title: n/a

By: \_\_\_\_\_

Name and Title: n/a

By: \_\_\_\_\_

Name and Title: n/a

7

SHEET 1 OF 2 SHEETS

see  
minutes)  
911-751

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 Don Cooper of Freund Real Estate, Inc., bounded and described as follows:

A part of the Northwest 1/4 of the Southeast 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 Northeast corner of the Southeast 1/4 of said Section 8 and running thence South 88°-44'-52" West along the North line of the Southeast 1/4 of said Section 8, a distance of 1528.33 feet to the point of beginning; thence continuing South 88°-44'-52" West, 509.50 feet; thence South 01°-29'-41" East, 849.59 feet; thence North 89°-59' East, 509.66 feet; thence North 01°-29'-41" West, 860.51 feet to the point of beginning and containing 10.000 acres of land more or less.

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  
Route 1, Oakfield, Wisconsin

Project No. 469

Fieldnotes Volume 104 Page 18

Dated this 30th day of November, 1979

Revised this 5th day of May, 1980

R.E. Patchett, Rdmn-Chmn.

OWNER'S CERTIFICATE OF DEDICATION

As owners, We hereby certify that we caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on the plat. We also certify that this plat is required by s. 236.10 or s. 236.12 to be submitted to the following for approval or objection:

1. Fond du Lac County Planning Agency
2. Town of Empire
3. Fond du Lac County Highway Commission

WITNESS the hand and seal of said owners this 6<sup>th</sup> day of May, 1980.

In Presence of:

[Signature]  
[Signature]

Kenneth M. Birschbach  
Kenneth M. Birschbach

Diane M. Birschbach  
Diane M. Birschbach

STATE OF WISCONSIN )  
FOND DU LAC COUNTY ) SS

Personally came before me this 6<sup>th</sup> day of MAY, 1980, the above named Kenneth M. Birschbach and Diane M. Birschbach, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

STATE OF WISCONSIN )  
FOND DU LAC COUNTY ) SS

The dedication of streets and other public areas as indicated

hereon are approved.

Dated June 13, 1980

Town Village of Empire  
By Jerry Burkholder  
Chairman President

ATTEST: [Signature]  
Clerk

Notary Public, Fond du Lac, Wis.

STATE OF WISCONSIN  
My Commission Expires: MAY 15, 1983  
FOND DU LAC COUNTY

Approved in accordance with the Subdivision

Control Ordinance this 23<sup>rd</sup> day of JUNE

1980

FOND DU LAC COUNTY PLANNING AGENCY  
By Robert L. [Signature]

CERTIFIED SURVEY MAP # 2560

VOLUME 13

PAGE

132 A.

SHEET 2 OF 2 SHEETS

252339

422 A

Wisconsin Highway Commission--Form 250--1926

## CONVEYANCE OF LANDS FOR HIGHWAY PURPOSES (Sec. 83.08)

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

Clara 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

# 7725 (7) (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 1515 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 1515 feet west of the east line of the southeast quarter of said Section 8 and extends westerly a distance of 698 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 M. K. Edsall, 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 17<sup>th</sup> day of May, 1926.

In Presence of

George H. O'Leary  
George H. O'Leary

Clara M. Kosen (SEAL)

John W. Kosen (SEAL)

George H. O'Leary (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. 653 (SEAL)

at Records on page 421

George H. O'Leary Register of Deeds.

State of Wisconsin } ss.  
Fond du Lac County }

Personally came before me this 17<sup>th</sup> day of May, 1926, the above

named Clara M. Kosen and John W. Kosen her husband

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

My commission expires May 15 1927

George H. O'Leary  
Notary Public

VOL 653 PAGE 421

PARCEL 5

365782

M-3979  
(3-62)  
FCC 4602

## 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 (SEAL)  
Land Owner

Anneliese Bissegger (SEAL)  
His Wife  
Anneliese Bissegger

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 2 4 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

✓  
411424

STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION  
DIVISIONS OF HIGHWAYS AND DISTRICTS

(From the Minutes of the Administrators' Meeting of May 23, 1985)

12. PROJECT 1442-1-21 QF 017-3(18) - FOND DU LAC-EAST COUNTY LINE  
ROAD (FOND DU LAC-C.T.H. "AA") - STH 23 - FOND DU LAC COUNTY:

There was submitted for acceptance by the Administrator a copy of a recorded Certified Survey Map indicating a highway right of way reservation for the following parcel:

<u>Parcel</u>	<u>Owner</u>	<u>Area</u> <u>(acres)</u>	<u>Recording</u> <u>Data</u>
97	Kenneth M. Birschbach	0.974	Certified Survey Map #2560 Recorded in Vol. 13, C.S.M. Page 132, on September 22, 1980

The Administrator accepted the right of way reservation.

-----

I, H. L. Fiedler, Deputy Administrator of the Division of Highways and Transportation Services, do hereby certify that the foregoing is a true and exact copy of a portion of the official minutes of the Administrators' meeting of May 23, 1985.

REGISTER'S OFFICE

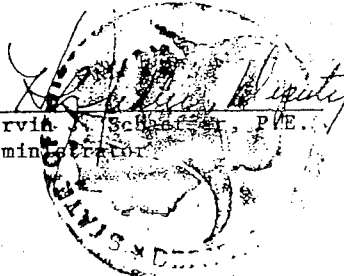
Fond du Lac County, Wis.  
Recorded at 88 M

JUN 12 1985

Vol. 898 Records Page 809

MARY A. BRICKLE  
REGISTER OF DEEDS

Dated at Madison, Wisconsin  
this 7th day of June, 1985.

*for*   
Marvin J. Schaeffer, PVE.  
Administrator

VOL 898 PAGE 809

*#4*  
*pa* *City of Wausau / Dept of Trans.*  
*Box 649 Wausau 53187*



R0109 885

449264

DOCUMENT NO. WARRANTY DEEDTHIS INDENTURE, made by Great Northern Investments, a  
Partnership

grantor(s) hereby conveys and warrants to

STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION  
grantee, for the sum of Ten Thousand and No/100 (\$10,000.00)  
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.32.193, 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(8) (12) This ~~is~~ (is not) homestead property.

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 real property of the owner, whether acquired by separate conveyance or otherwise, where the following described real estate abuts on the said highway: C.S.M. 2560 being part of the Southeast  $\frac{1}{4}$  of Section 8, Township 15 North, Range 18 East, in Fond du Lac County, State of Wisconsin.

Access will be provided to S.T.H. 23 by means of a Town Road which enters S.T.H. 23 in the east 100 feet of the Northwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 8.

Subject to easements, restrictions and encumbrances of record.

This space reserved for recording data

REGISTER'S OFFICE  
Fond du Lac County, Wis.  
Recorded at 8:44 M  
FEB 19 1988  
Vol. 966 Records Page 478  
MARY A. BRICKLE  
REGISTER OF DEEDS  
#1 800  
Return to: Wisconsin Dept. of Transportation  
B-649 Waukegan 53187-0649

FEE  
# 77.25(2)  
EXEMPT

Richard J. Freund (Seal)  
Richard J. Freund

Darrell W. Pidgeon (SEAL)  
Darrell W. Pidgeon

David H. Bachmann (SEAL)  
David H. Bachmann

STATE OF WISCONSIN, County of Fond du Lac

Personally came before me this date February 16, 1988the above named Richard J. Freund, Darrell W. Pidgeon, David H. Bachmann, Paula A. Bovre,Rick A. Bovre, Greg J. Bovre to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

VOL. 966 PAGE 478

K. D. Edgerton, Notary Public  
State of Wisconsin

(SEAL)

XXXXXX is Permanent  
XXXXXX Public, State of Wisconsin. My commission expiresProject I.D. 1442-01-21 This instrument was drafted by the State of Wisconsin, Dept. of Transportation: Parcel No. 03 99

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 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 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.

RECORDED

60 DEC 18 AM 8:37

RECORDED  
FEB 19 2010  
FOND DU LAC, 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

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  
STATE OF WISCONSIN

COUNTY OF FOND DU LAC

Greg Bovre (SEAL)  
Signature

Greg Bovre  
Printed Name

Cynthia L. Worden (SEAL)  
Signature

Cynthia L. Worden  
Printed Name

ACKNOWLEDGEMENT

Paula Bovre  
Paula Bovre

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 Conrad

Checked By Kenneth Helgerson

September 1, 2000

AC:prv/Real Estate/Ease-2000/Ease-0071(EHV)/1-2/000905c

Line Title: Ledgeview Tap

Work Order No.: 5908-11-488401

Tract No. 9 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; 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  
PAG for Just Nathan

### 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  
Signature Rick A. Bovre

Paula 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 persons 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/  
HighVoltEase-ExhA/2/000208

Real Estate/Misc-2000/0913-HighVoltEase-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

179411

## CONVEYANCE OF LANDS FOR HIGHWAY PURPOSES

Konen to F.D.L. 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 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 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, ..h..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. Bunkhosh*  
Register of Deeds.

310



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").	Document Title	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.

01/03/02 JOINT DISTRIBUTION (MORE THAN 25%)  
ON TRANSMISSION CIRCUIT REV1  
X:\CLIENTS\694954006\A0008270

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. Gleason

Name: Edward M. Gleason

Title: Corporate Secretary

**ASSIGNEE:**

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

By: ATC Management Inc., its Manager

By: Thomas M. Finco

Name: Thomas M. Finco

Title: Manager - Real Estate

**ACKNOWLEDGMENTS**

STATE OF WISCONSIN                    )  
  ) SS.  
COUNTY OF DANE                    )

Personally came before me this 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

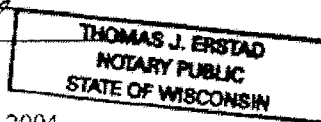
{ADDITIONAL ACKNOWLEDGEMENT ON FOLLOWING PAGE}

01/03/02 JOINT DISTRIBUTION (MORE THAN 25%)  
ON TRANSMISSION CIRCUIT REV1  
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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	703686
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