

LETTER REPORT OF TITLE

File Number: F515095L



Port Abstract & Title LLC
123 S 6th Ave
West Bend, WI 53095
262-335-2999
Fax:262-335-3966

Refer Inquiries to: Joe Nemith (jnemith@knightbarry.com)
Completed on:5/26/10 7:16 am
Last Revised on:3/28/11 7:36 pm
Printed on:3/29/11 9:16 am

Applicant Information

Kristin Schrader
Wisconsin Dept of Transportation - Project #1440-15-00
944 Vanderperrin Way
Green Bay, WI 54304

Sales Representative: Craig Haskins

Property Information

(Note: values below are from the tax roll)

Owner(s) of record: Raymond B. Halbur and Rae Nell Halbur

Property address: State Trunk Highway 23, WI

Land value: \$22,800.00

Improvement value: \$143,100.00

Total value: \$165,900.00

Fair market value: \$0.00

Legal description: The Northwest ¼ of the Southwest ¼ of Section 10, Township 15 North of Range 18 East, in the Town of Empire, Fond du Lac County, Wisconsin, EXCEPTING THEREFROM land conveyed to the State of Wisconsin for highway purposes as recorded in Volume 588 of Records on Pages 48 and 49 and in Volume 588 of Records on Pages 50 and 51, ALSO EXCEPTING THEREFROM land conveyed to the State of Wisconsin for highway purposes as recorded in Volume 754 of Records on Pages 857 and 858 and in Volume 754 of Records on Pages 859 and 860. AND ALSO: The West ½ of the Northeast ¼ of the Southwest ¼ of Section 10, Township 15 North, Range 18 East, Town of Empire, Fond du Lac, County, Wisconsin, EXCEPTING THEREFROM land conveyed to the State of Wisconsin for highway purposes as recorded in Volume 754 of Records on Pages 857 and 858 and in Volume 754 of Records on Pages 859 and 860.

Tax Key No: T08-15-18-10-10-001-00 and T08-15-18-10-09-002-00

Mortgages, Judgments, Liens, Taxes

1. General Taxes for the year 2011 .
2. Taxes for the year 2010 in the amount of \$2,623.67 are being paid on a payment plan. The balance due is \$1,271.88 . All installments that are due have been paid and there are no delinquent balances. (For Tax Key No. T08-15-18-10-10-001-00)
3. Taxes for the Year 2010 in the amount of \$1,271.88 , and all prior years are paid. (For Tax Key No. T08-15-18-10-09-002-00)
4. Mortgage from Raymond B. Halbur and Rae Nell Halbur a/k/a Rae Nell F. Halbur, husband and wife to Badgerland Financial, FLCA in the amount of \$890,000.00 dated January 13, 2010 and recorded January 13, 2010 as Document No. 953205 .
5. Mortgage from Raymond B. Halbur and Rae Nell Halbur a/k/a Rae Nell F. Halbur, husband and wife to Badgerland Financial, ACA in the amount of \$105,000.00 dated January 13, 2010 and recorded January 13, 2010 as Document No. 953206 .
6. Easements and rights of Access as contained in Deed and other matters contained in the instrument recorded July 10, 1968 in Volume 588, Page 48 as Document No. 232742 .
7. Easements and Rights of Access as contained in Deed and other matters contained in the instrument recorded July 10, 1968 in Volume 588, Page 50 as Document No. 232743 .
8. Easements and Rights of Access as contained in Deed and other matters contained in the instrument recorded May 12, 1977 in Volume 754, Page 857 as Document No. 321817 .

LETTER REPORT OF TITLE

File Number: F515095L



Port Abstract & Title LLC
123 S 6th Ave
West Bend, WI 53095
262-335-2999
Fax: 262-335-3966

Refer Inquiries to: Joe Nemith (jnemith@knightbarry.com)
Completed on: 5/26/10 7:16 am
Last Revised on: 3/28/11 7:36 pm
Printed on: 3/29/11 9:16 am

9. Easements and Rights of Access as contained in Deed and other matters contained in the instrument recorded May 12, 1977 in Volume 754, Page 859 as Document No. 321818.
10. Easement and other matters contained in the instrument recorded March 13, 1969 in Volume 601, Page 371 as Document No. 238403.
11. Right-of-Way Grant and other matters contained in the instrument recorded October 29, 1998 in Volume 1028, Page 645 as Document No. 484639.
12. Cost Share Agreement and other matters contained in the instrument recorded June 14, 1994 in Volume 1188, Page 115 as Document No. 557695.
13. Pipeline Easement and other matters contained in the instrument recorded January 22, 2008 as Document No. 909224.
14. Conveyance of Rights in Land and other matters contained in the instrument recorded March 30, 1988 in Volume 968, Page 462 as Document No. 450463. Re-recorded April 6, 1988 in Volume 968, Page 929, as Document No. 450731.
15. Transportation Project Plat No. 1440-15-01 and other matters contained in the instrument recorded April 29, 2010 in Volume 17, Page 32 as Document No. 958066.
16. 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 3/21/11 at 8:00 am, the effective date of this report, except those matters shown above.

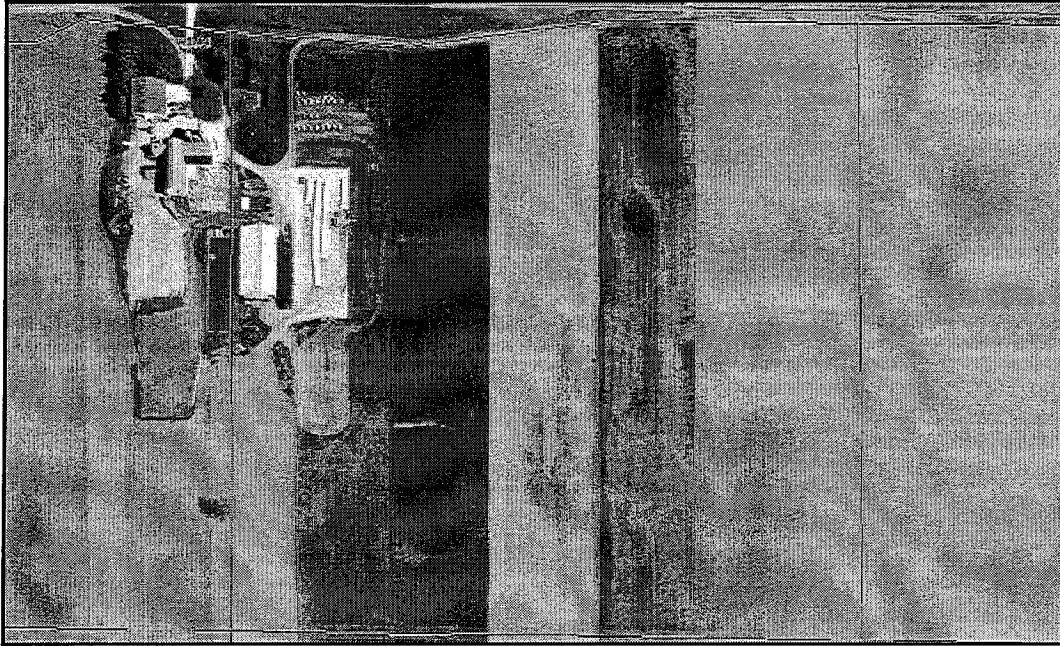
Please read the "Terms and Conditions - Letter Report of Title" set forth on the Knight-Barry Title Group website at www.knightbarry.com/termsletterreport (the "Terms and Conditions"). By accepting this Letter Report of Title, you represent that you have read and understand the Terms and Conditions and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

Page 1 of 2

Location Information



Municipality: TOWN OF EMPIRE Location Address:
Primary Owner Name: RAYMOND B HALBUR Mailing Address: W3704 STATE ROAD 23
Secondary Owner Name: RAE NELL HALBUR 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)

S10 T15N R18E NW 1/4 SW 1/4 EXC HWY REC V754-857&859 (V984-191) 39.21A

(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.10, T.15, R.18 Volume: 984 Document Number: 0
Total Acres: 39.21 Page: 191

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	39.21	39.21
Land Value	\$18,700.00	\$18,100.00
Improvement Value	\$143,100.00	\$168,600.00
Total Value	\$161,800.00	\$186,700.00
Fair Market Value	\$161,300.00	\$225,700.00
Fair Market Ratio	1.0032	0.8272

Real Estate Tax Information

	<u>2009</u>	<u>2008</u>
Original Tax	\$2,584.58	\$3,460.81
Lottery Credit	\$70.21	\$73.60
First Dollar Credit	\$61.54	\$31.89
Net Tax	\$2,452.83	\$3,355.32
Special Assessments	\$0.00	\$0.00
Total Taxes	\$2,452.83	\$3,355.32
Total Payments	\$1,191.31	
Balance Due	\$1,261.52	

Fond du Lac County Real Estate Tax Record Detail

Property Record for Parcel Number: T08-15-18-10-09-002-00

Page 1 of 2

Location Information



Municipality: TOWN OF EMPIRE Location Address:
Primary Owner Name: RAYMOND B HALBUR Mailing Address: W3704 STATE ROAD 23
Secondary Owner Name: RAE NELL HALBUR 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)

S10 T15N R18E W 1/2 NE 1/4 SW 1/4 EXC HWY REC V754-857&859 (V984-191) 19.65A

(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.10, T.15, R.18 Volume: 984 Document Number: 0
Total Acres: 19.65 Page: 191

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	19.65	19.65
Land Value	\$4,100.00	\$3,200.00
Improvement Value	\$0.00	\$0.00
Total Value	\$4,100.00	\$3,200.00
Fair Market Value	\$4,100.00	\$3,900.00
Fair Market Ratio	1.0032	0.8272

Real Estate Tax Information

	<u>2009</u>	<u>2008</u>
Original Tax	\$65.49	\$59.32
Lottery Credit	\$0.00	\$0.00
First Dollar Credit	\$0.00	\$0.00
Net Tax	\$65.49	\$59.32
Special Assessments	\$0.00	\$0.00
Total Taxes	\$65.49	\$59.32
Total Payments	\$65.49	
Balance Due	\$0.00	

DOCUMENT NO.

3

WARRANTY DEED
STATE BAR OF WISCONSIN FORM 2 — 1982

459325

Bernard H. Halbur and Katherine R. Halbur,
husband and wifeconveys and warrants to Raymond B. Halbur and Rae Nell
halbur, as survivorship marital propertyThe following described real estate in Fond du Lac County,
State of Wisconsin:

Please see attached.

THIS SPACE RESERVED FOR RECORDING DATA

RECORDED
VOL 984 PAGE 191-192

Nov 9 10 54 AM '88

Mary E. Fricke

REGISTER OF DEEDS
FOND DU LAC COUNTY, WIRETURN TO
Andrew Law Offices, S.C.
153 S. Macy St., FDL

Tax Parcel No: _____

This deed is in satisfaction of the land contract dated June 1, 1983,
recorded August 5, 1983, at 3:00 P.M., Volume 863 of Records, Page(s)
631-633, Document No. 390743.TRANSFER
\$1011.00
FEEThis is not homestead property.
(is) (is not)

Exception to warranties:

All easements and restrictions of record.

Dated this 3rd day of November, 1988

_____. (SEAL)

X Bernard H. Halbur (SEAL)

Bernard H. Halbur

_____. (SEAL)

X Katherine R. Halbur (SEAL)

Katherine R. Halbur

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
Louis J. Andrew, Jr.

ANDREW LAW OFFICES, S.C.

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

ACKNOWLEDGMENT

STATE OF WISCONSIN

Fond du Lac County.

ss.

Personally came before me this 3rd day of
November, 1988, the above named
Bernard H. Halbur and Katherine R.
Halbur, husband and wifeto me known to be the persons who executed the
foregoing instrument and acknowledge the same.

* Susan J. Schneider

Notary Public, Fond du Lac County, Wis.

My Commission is permanent (if not, state expiration

date: August 6, 1989)

STATE

VOL 984 PAGE 191

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

WARRANTY DEED

STATE BAR OF WISCONSIN
FORM No. 2 — 1982Wisconsin Legal Blank Co. Inc.
Milwaukee, Wis.

The East Half of the Southeast Quarter (E1/2 SE1/4) of Section Nine (9), Township Fifteen (15) North, of Range Eighteen (18) East.

The West Half of the Southwest Quarter (W1/2 SW1/4) of Section Ten (10), Township Fifteen (15) North, of Range Eighteen (18) East.

EXCEPTING THEREFROM land deeded for highway purposes by Deed Volume 226 of Deeds on pages 285 and 286, Fond du Lac County, Wisconsin.

FURTHER EXCEPTING THEREFROM land conveyed to the State of Wisconsin for highway purposes as recorded in Volume 588 of Records on pages 48 and 49 and in Volume 588 of Records on pages 50 & 51.

ALSO EXCEPTING THEREFROM land conveyed to the State of Wisconsin for highway purposes as recorded in Volume 754 of Records on pages 857 and 858 and in Volume 754 of Records on pages 859 and 860.

The West Half of the East Half of the Southwest Quarter (W1/2 E1/2 SW1/4) of Section Ten (10), Township Fifteen (15) North, Range Eighteen (18) East, Fond du Lac, County, Wisconsin.

EXCEPTING THEREFROM land conveyed to the State of Wisconsin for highway purposes as recorded in Volume 754 of Records on pages 857 and 858 and in Volume 754 of Records on pages 859 and 860.

VOL 984 PAGE 192

21
6

WISCONSIN MORTGAGE

BGM402 (12/09)

DOC# 953205

Recorded
JAN. 13, 2010 AT 03:39PM

(Document Number)

Return to:

Badgerland Financial
P.O. Box 870
Fond du Lac, WI 54936-0870
Attn: Sharon

Tax Parcel ID:

See Exhibit A.

*Patricia Kraus*PATRICIA KRAUS
REGISTER OF DEEDS
FOND DU LAC COUNTY
Fee Amount: \$21.00

(Recording Information)

No(s). 7711062400

This Mortgage, dated January 13, 2010, is by: Raymond B Halbur and Rae Nell Halbur a/k/a Rae Nell F Halbur, husband and wife
(after this called "Mortgagors" whether one or more), whose mailing address is: W3704 State Road 23, Fond du Lac, WI 54937
to Badgerland Financial, FLCA (after this called "Mortgagee"), a federally chartered corporation whose address is: 315 Broadway, Baraboo, WI 53913-0069

For valuable consideration, Mortgagors mortgage and warrant to Mortgagee, its successors and assigns, forever, the real estate in Fond du Lac county(ies), Wisconsin, described in Exhibit A to this Mortgage, which is by this reference made a part of this Mortgage, together with all the fixtures, tenements, hereditaments and appurtenances belonging or in any way appertaining to this real estate. All of the preceding property and property rights, including the real estate described in Exhibit A, are after this collectively called "the premises."

THIS MORTGAGE SECURES: (a) the repayment of indebtedness in the principal sum of \$890,000.00, which Mortgagee has previously or along with this Mortgage advanced or is obligated to advance, evidenced by 1 promissory note(s) or supplementary loan agreement(s) (after this called "promissory note(s)" or "note(s)"), as follows:

Date of Note(s)	Face Amount(s)	Maturity Date(s)
January 13, 2010	\$890,000.00	January 01, 2035

and any other indebtedness payable to Mortgagee evidenced by promissory notes secured by prior liens on the real estate described in Exhibit A, together with interest as provided in the promissory note(s), which may be variable or fixed and which may be converted from one to the other from time to time at the option of Mortgagors with the consent of Mortgagee, and all extensions and renewals thereof; (b) the repayment of all other amounts, with interest thereon, to which Mortgagee may become entitled under this Mortgage; and (c) the performance and observance by Mortgagors of all the warranties, agreements and terms contained in this Mortgage.

By execution of this Mortgage, Mortgagors hereby acknowledge receipt of all of the proceeds of the loan evidenced by the above promissory note or notes.

All principal, interest and other sums or charges payable to Mortgagee and secured by this Mortgage are after this called the "Indebtedness." If the Indebtedness is paid to Mortgagee when due and Mortgagors keep and perform all the warranties, agreements and terms contained in this Mortgage, then this Mortgage shall be void.

MORTGAGORS WARRANT THAT: (a) Mortgagors have fee simple title to the premises and good right to convey them, and (b) except as expressly set forth in this Mortgage, the premises are free from all encumbrances and Mortgagors will warrant and defend title to the premises against all lawful claims.

MORTGAGORS AGREE AS FOLLOWS:

- 1. Discharge Liens.** To pay and discharge when due all present and future taxes, assessments, judgments, mortgages and liens on the premises and to perform every obligation imposed upon Mortgagors by the instruments creating these liens.
- 2. Insurance.** To keep insured all buildings and improvements now or later located on the premises against loss or damage by fire, wind, flood (if Mortgagee requires) and extended coverage perils, in companies and amounts satisfactory to Mortgagee and to provide on request satisfactory proof of insurance. The insurance policy shall contain a loss payable clause in favor of Mortgagee providing all rights customarily granted under the standard mortgage clause. At Mortgagee's option, insurance proceeds may be applied to the Indebtedness, or be used for reconstruction of the damaged property or be released to Mortgagors for reconstruction. If this Mortgage is foreclosed, Mortgagors' interest in policies then in force shall pass to Mortgagee.
- 3. Protective Advances.** If Mortgagors fail to pay taxes, assessments, judgments, mortgages or other liens on the premises or to

Mortgagee's prior written consent of stock in a corporation holding title to all or any part of the premises by any stockholder of such corporation, if the result is that a majority of shares of the stock is owned by any parties who are not stockholders at the date of this Mortgage.

15. **Remedies on Default.** Mortgagee, in addition to other rights and remedies given in this Mortgage or provided by law, may do any one or more of the following if a Default occurs under paragraph 14: (a) The entire Indebtedness may become immediately due without notice and bear interest as provided in the promissory note(s) evidencing the Indebtedness and Mortgagee may collect this amount in a suit at law or by foreclosure of this Mortgage or both; (b) At any sale held pursuant to a court decree all of the premises may be sold as one parcel and any law to the contrary is waived by Mortgagors; (c) Mortgagee may retain out of the sale proceeds amounts due Mortgagee under this Mortgage, the costs and charges of the sale, and attorneys' fees as provided by statute or court practice or in a reasonable amount; (d) In any foreclosure action or other proceeding the court may appoint a receiver and receiver pendente lite for the premises, and Mortgagors hereby consent to the appointment. Any such receiver shall have full authority to operate, manage, lease and conserve the premises, to collect the rents, issues and profits from the premises, including payments from any government programs and assignments, to dispossess tenants, to obtain hazard and other insurance, to pay taxes and assessments when due, to employ counsel, custodians and other assistants, to make necessary repairs, to exercise all other powers as may be deemed necessary by the receiver and to continue in possession of the premises until expiration of the statutory period of redemption. All rents, issues and profits collected as receiver may be applied first to payment of the costs of management of the premises and then to the Indebtedness, and the receiver shall be accountable only for those proceeds actually received; (e) If there is any security other than this Mortgage for the Indebtedness, then Mortgagee may proceed upon this and the other security either concurrently or separately in any order it chooses; (f) If this Mortgage secures multiple promissory notes, Mortgagee may apply foreclosure sale proceeds to the notes in the order and amounts it elects.

16. **Cumulative Rights.** All rights and remedies of Mortgagee in this Mortgage are cumulative and are in addition to other rights and remedies given in this Mortgage or provided by law.

17. **Waiver.** The failure or delay of Mortgagee to exercise any right is not a waiver of that right.

18. **Successors.** This Mortgage shall bind and benefit the parties to this Mortgage and their respective heirs, executors, administrators, successors and assigns.

19. **Foreclosure Period.** Mortgagors agree to the provisions of Section 846.101 and 846.103 Wisconsin Statutes (if applicable) and all amendments to these sections which permit Mortgagee to waive the right to judgment for deficiency and to hold the foreclosure sale within the time provided in these sections.

20. **Waiver of State Rights.** Mortgagors waive and relinquish all rights given by the homestead and exemption laws of the State of Wisconsin.



Raymond B Halbur



Rae Nell F Halbur

ACKNOWLEDGMENTS

(Individual)

STATE OF WISCONSIN

)

) ss.

COUNTY OF FOND DU LAC

)

On January 13, 2010, before me personally appeared: _____Raymond B Halbur and Rae Nell Halbur a/k/a Rae Nell F Halbur, husband and wife

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

Sharon L. Ball, Notary PublicMy Commission Expires June 17, 2012

FINAL CERTIFICATE – FOR USE BY LENDER ONLY

☐ The undersigned attorney certifies that based on the lender's files, this loan is secured by a first lien or its equivalent from a security standpoint on the real estate security in compliance with the Farm Credit Act of 1971 and associated regulations.☐ The undersigned non-attorney certifies that 1) qualified personnel have reviewed the title policy and it complies with standards prescribed by lender's counsel and 2) the title policy insures that the loan is secured by a first lien or its equivalent from a security standpoint.

Date: _____

This instrument was drafted by:
S.Ball for Badgerland Financial
PO Box 870
Fond du Lac, WI 54936-0870

EXHIBIT A**LEGAL DESCRIPTION ATTACHMENT**

No(s). 7711062400

The real estate in Fond du Lac county(ies), Wisconsin, referred to in the Mortgage or Deed of Trust dated January 13, 2010, executed by: Raymond B Halbur and Rae Nell Halbur a/k/a Rae Nell F Halbur, husband and wife as Mortgagors/Grantors, to Badgerland Financial, FLCA, as Mortgagee/Beneficiary, is described as follows:

Parcel 1: The East 15 rods of the West 1/2 of the Southeast 1/4 of Section 9, Township 15 North of Range 18 East, Town of Empire, Fond du Lac County, Wisconsin.

Excepting land conveyed for highway purposes by deed recorded in Volume 226 on Pages 428-429. Also excepting therefrom Certified Survey Map No. 141, recorded in Volume 2 of Certified Survey Maps on Pages 141 and 141A as conveyed by Warranty Deed recorded in Volume 713 of Records on Page 206.

The West 1/2 of the Southeast 1/4 of Section 9, Township 15 North of Range 18 East, except the East 15 rods thereof and also excepting that piece and parcel of land described as: Beginning at a point in the North and South center line of said Section 9, 33 feet South from the point of intersection of this line with the center line of the concrete pavement slab on State Highway 23, as now located and running thence South along said North and South center line of said Section 9, 180 feet, thence South 88° 51' East parallel with the center line of said pavement slab, 155 feet, thence North parallel with the North and South center line of Section 9, 180 feet to a point 33 feet South of the Center line of the above mentioned pavement slab, thence North 88° 51' West parallel with the center line of said pavement slab, 155 feet to the place of beginning. Further excepting therefrom Lot 2 and Lot 3 of Certified Survey Map No. 1597 recorded in Volume 9 of Certified Survey Maps of Fond du Lac County, Wisconsin on Pages 97 and 97A.

Also excepting therefrom Lot 1 of Certified Survey Map No. 7084 as recorded in the office of the Register of Deeds for Fond du Lac County, Wisconsin on July 7, 2006 at 1:39 P.M. in Volume 50, Page 91 as Document No. 875550;

Being part of the Northwest 1/4 of the Southeast 1/4, Section 9, Township 15 North, Range 18 East, Town of Empire, Fond du Lac County, Wisconsin.

Parcel 2: The East 1/2 of the Southeast 1/4 of Section 9; the West 1/2 of the Southwest 1/4 of Section 10 and the West 1/2 of the East 1/2 of the Southwest 1/4 of Section 10, all in Township 15 North, Range 18 East, Town of Empire, Fond du Lac County, Wisconsin, excepting therefrom that portion conveyed to the State of Wisconsin, Department of Transportation by instruments recorded in Volume 754 of Records on Page 857 to 860, inclusive.

TaxKey No. T08-15-18-10-10-001-00
Special Assessments: To Be Determined
Address: , Fond du Lac, WI 54937
TaxKey No. T08-15-18-10-11-001-00
Special Assessments: To Be Determined
Address: vacant land, Fond du Lac, WI 54937
TaxKey No. T08-15-18-10-09-002-00
Special Assessments: To Be Determined
Address: vacant land, Fond du Lac, WI 54937
TaxKey No. T08-15-18-10-12-002-00
Special Assessments: To Be Determined
Address: vacant land, Fond du Lac, WI 54937

TaxKey No. T08-15-18-09-13-001-00
Special Assessments: To Be Determined
Address: W3704 State Rd. 23, Fond du Lac, WI 54937
TaxKey No. T08-15-18-09-14-001-00
Special Assessments: To Be Determined
Address: , Fond du Lac, WI 54937
TaxKey No. T08-15-18-09-15-001-00
Special Assessments: To Be Determined
Address: vacant land, Fond du Lac, WI 54937
TaxKey No. T08-15-18-09-16-001-00
Special Assessments: To Be Determined
Address: vacant land, Fond du Lac, WI 54937

EXHIBIT A**LEGAL DESCRIPTION ATTACHMENT**No(s). 7711062400

The real estate in Fond du Lac county(ies), Wisconsin, referred to in the Mortgage or Deed of Trust dated January 13, 2010, executed by: Raymond B Halbur and Rae Nell Halbur a/k/a Rae Nell F Halbur, husband and wife as Mortgagors/Grantors, to Badgerland Financial, FLCA, as Mortgagee/Beneficiary, is described as follows:

Subject to existing easements, highways and restrictions of record.

Mortgagor hereby further grants to Mortgagee a security interest, as security for the payment of all indebtedness of the Mortgagor to Mortgagee in certain property generally described as: all cattle handling systems, manure handling systems, feed storage and handling systems, milking systems, milk storing and handling systems, cleaning systems, and water systems, together with replacements, additions, and similar equipment hereafter acquired, located on and affixed to the above described real estate.

This security interest is being given pursuant to the Wisconsin Uniform Commercial Code to secure the above described items. In case of default, the Mortgagee shall have all remedies as provided under said code and under the other terms and conditions of this mortgage, and may proceed upon any security lien to it, either concurrently or separately, in any manner it may elect.

Default shall also exist if any loan proceeds are used for the purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetland to produce or to make possible the production of an agricultural commodity, further explained in 7 CFR Part 1940, Subpart G, Exhibit M.

6

19
5

(Document Number)

**WISCONSIN OPEN-END
MORTGAGE**
BGM405 (12/09)

DOC# 953206

Recorded
JAN. 13, 2010 AT 03:40PM

Return to:
Badgerland Financial
P.O. Box 870
Fond du Lac, WI 54936-0870
Attn: Sharon

Tax Parcel ID:
See Exhibit A.

Patricia Kraus

PATRICIA KRAUS
REGISTER OF DEEDS
FOND DU LAC COUNTY
Fee Amount: \$19.00

(Recording Information)

No(s). 1225955400, 1225955200

TOTAL PRINCIPAL INDEBTEDNESS SECURED BY THIS MORTGAGE SHALL NOT EXCEED \$300,000.00This Mortgage, dated January 13, 2010, is by: Raymond B Halbur and Rae NellHalbur a/k/a Rae Nell F Halbur, husband and wife

(after this called "Mortgagors" whether one or more), whose mailing address is: _____

W3704 State Road 23, Fond du Lac, WI 54937to Badgerland Financial, ACA (after this called "Mortgagee"), a federally chartered corporation whose address is:
315 Broadway, Baraboo, WI 53913-0069

For valuable consideration, Mortgagors mortgage and warrant to Mortgagee, its successors and assigns, forever, the real estate in Fond du Lac county(ies), Wisconsin, described in Exhibit A to this Mortgage, which is by this reference made a part of this Mortgage, together with all the fixtures, tenements, hereditaments and appurtenances belonging or in any way appertaining to this real estate. All of the preceding property and property rights, including the real estate described in Exhibit A, are after this collectively called "the premises."

THIS MORTGAGE SECURES: (a) the repayment of indebtedness in the principal sum of \$105,000.00, which Mortgagee has previously or along with this Mortgage advanced or is obligated to advance, evidenced by 2 promissory note(s) or supplementary loan agreement(s) (after this called "promissory note(s)" or "note(s)"), as follows:

Date of Note(s)	Face Amount(s)	Maturity Date(s)
January 13, 2010	\$65,000.00	December 01, 2014
January 13, 2010	\$40,000.00	December 01, 2016

and any other indebtedness payable to Mortgagee evidenced by promissory notes secured by prior liens on the real estate described in Exhibit A, with interest as provided in these documents, which may be variable or fixed and which may be converted from one to the other from time to time at the option of Mortgagors with the consent of Mortgagee, and all extensions, renewals, and modifications thereof; (b) the repayment of all additional advances which Mortgagee may make from time to time to any one or more of the Mortgagors or to any one or more of the makers of the promissory notes prior to the release of this Mortgage, whether made before or after the maturity of the promissory notes and whether evidenced by the same or other promissory notes given after this Mortgage, and any other future obligations of any one or more of these Mortgagors or these makers to Mortgagee, whether absolute or contingent, with interest as provided in the promissory notes, which may be variable or fixed as stated above, and all extensions, renewals, and modifications thereof. However, the maximum principal amount secured by this Mortgage, at any one time, exclusive of interest, shall not exceed in the aggregate \$300,000.00. If the unpaid principal amount at any one time exceeds this sum, this Mortgage shall secure that portion of the unpaid principal amount that does not exceed this sum, and interest thereon; (c) notwithstanding the above limitation, the repayment of all other amounts with interest to which Mortgagee may become entitled under this Mortgage; and (d) the performance by Mortgagors of all the warranties, agreements and terms contained in this Mortgage.

By execution of this Mortgage, Mortgagors hereby acknowledge receipt of all of the proceeds of the loan evidenced by the above promissory note or notes.

All principal, interest and other sums or charges payable to Mortgagee and secured by this Mortgage are after this called the "indebtedness." If the indebtedness is paid to Mortgagee when due and Mortgagors keep and perform all the warranties, agreements and terms contained in this Mortgage, then this Mortgage shall be void.

MORTGAGORS WARRANT THAT: (a) Mortgagors have fee simple title to the premises and good right to convey them, and (b) except as expressly set forth in this Mortgage, the premises are free from all encumbrances and Mortgagors will warrant and defend title to the premises against all lawful claims.

MORTGAGORS AGREE AS FOLLOWS:

1. **Discharge Liens.** To pay and discharge when due all present and future taxes, assessments, judgments, mortgages and liens on the

ACKNOWLEDGMENTS

(Individual)

STATE OF WISCONSIN

)

) ss.

COUNTY OF FOND DU LAC

)

On January 13, 2010, before me personally appeared: _____Raymond B Halbur and Rae Nell Halbur a/k/a Rae Nell F Halbur, husband and wife

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

Sharon L. Ball, Notary PublicMy Commission Expires June 17, 2012

FINAL CERTIFICATE - FOR USE BY LENDER ONLY

☐ The undersigned attorney certifies that based on the lender's files, this loan is secured by a first lien or its equivalent from a security standpoint on the real estate security in compliance with the Farm Credit Act of 1971 and associated regulations.☐ The undersigned non-attorney certifies that 1) qualified personnel have reviewed the title policy and it complies with standards prescribed by lender's counsel and 2) the title policy insures that the loan is secured by a first lien or its equivalent from a security standpoint.

Date: _____

This instrument was drafted by:
S.Ball for Badgerland Financial
PO Box 870
Fond du Lac, WI 54936-0870

4

EXHIBIT A**LEGAL DESCRIPTION ATTACHMENT**

No(s). 1225955400, 1225955200

The real estate in Fond du Lac county(ies), Wisconsin, referred to in the Mortgage or Deed of Trust dated January 13, 2010, executed by: Raymond B Halbur and Rae Nell Halbur a/k/a Rae Nell F Halbur, husband and wife as Mortgagors/Grantors, to Badgerland Financial, ACA, as Mortgagee/Beneficiary, is described as follows:

Parcel 1: The East 15 rods of the West 1/2 of the Southeast 1/4 of Section 9, Township 15 North of Range 18 East, Town of Empire, Fond du Lac County, Wisconsin.

Excepting land conveyed for highway purposes by deed recorded in Volume 226 on Pages 428-429. Also excepting therefrom Certified Survey Map No. 141, recorded in Volume 2 of Certified Survey Maps on Pages 141 and 141A as conveyed by Warranty Deed recorded in Volume 713 of Records on Page 206.

The West 1/2 of the Southeast 1/4 of Section 9, Township 15 North of Range 18 East, except the East 15 rods thereof and also excepting that piece and parcel of land described as: Beginning at a point in the North and South center line of said Section 9, 33 feet South from the point of intersection of this line with the center line of the concrete pavement slab on State Highway 23, as now located and running thence South along said North and South center line of said Section 9, 180 feet, thence South 88° 51' East parallel with the center line of said pavement slab, 155 feet, thence North parallel with the North and South center line of Section 9, 180 feet to a point 33 feet South of the Center line of the above mentioned pavement slab, thence North 88° 51' West parallel with the center line of said pavement slab, 155 feet to the place of beginning. Further excepting therefrom Lot 2 and Lot 3 of Certified Survey Map No. 1597 recorded in Volume 9 of Certified Survey Maps of Fond du Lac County, Wisconsin on Pages 97 and 97A.

Also excepting therefrom Lot 1 of Certified Survey Map No. 7084 as recorded in the office of the Register of Deeds for Fond du Lac County, Wisconsin on July 7, 2006 at 1:39 P.M. in Volume 50, Page 91 as Document No. 875550;

Being part of the Northwest 1/4 of the Southeast 1/4, Section 9, Township 15 North, Range 18 East, Town of Empire, Fond du Lac County, Wisconsin.

Parcel 2: The East 1/2 of the Southeast 1/4 of Section 9; the West 1/2 of the Southwest 1/4 of Section 10 and the West 1/2 of the East 1/2 of the Southwest 1/4 of Section 10, all in Township 15 North, Range 18 East, Town of Empire, Fond du Lac County, Wisconsin, excepting therefrom that portion conveyed to the State of Wisconsin, Department of Transportation by instruments recorded in Volume 754 of Records on Page 857 to 860, inclusive.

TaxKey No. T08-15-18-10-10-001-00
Special Assessments: To Be Determined
Address: , Fond du Lac, WI 54937

TaxKey No. T08-15-18-10-11-001-00
Special Assessments: To Be Determined
Address: vacant land, Fond du Lac, WI 54937

TaxKey No. T08-15-18-10-09-002-00
Special Assessments: To Be Determined
Address: vacant land, Fond du Lac, WI 54937

TaxKey No. T08-15-18-10-12-002-00
Special Assessments: To Be Determined
Address: vacant land, Fond du Lac, WI 54937

TaxKey No. T08-15-18-09-13-001-00
Special Assessments: To Be Determined
Address: W3704 State Rd. 23, Fond du Lac, WI 54937

TaxKey No. T08-15-18-09-14-001-00
Special Assessments: To Be Determined
Address: , Fond du Lac, WI 54937

TaxKey No. T08-15-18-09-15-001-00
Special Assessments: To Be Determined
Address: vacant land, Fond du Lac, WI 54937

TaxKey No. T08-15-18-09-16-001-00
Special Assessments: To Be Determined
Address: vacant land, Fond du Lac, WI 54937

Subject to existing easements, highways and restrictions of record.

Default shall also exist if any loan proceeds are used for the purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetland to produce or to make possible the production of an agricultural commodity, further explained in 7 CFR Part 1940, Subpart G, Exhibit M.

5

This Indenture, Made by Bernard H. Halbur and Katherine R. Halbur, his wife
 grantor, s. of Fond du Lac County, Wisconsin, hereby
 quit-claims to State of Wisconsin grantee, of County, Wisconsin, for the
 sum of One dollar and other good and valuable consideration
 the following tract of land in Fond du Lac County, State of Wisconsin:

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

That part of the northeast one-quarter of the southeast one-quarter of Section 9 and the northwest one-quarter of the southwest one-quarter of Section 10, all in Township 15 North, Range 18 East, lying within the following described traverse:
 Begin at the west one-quarter corner of said Section 10, which is also the east one-quarter corner of said Section 9 (The west line of the northwest one-quarter of said Section 10 bears North 01° 42' 18" West); thence east along the centerline of S.T.H. 23, 378.80 feet; thence North 88° 25' East 500.00 feet along said centerline; thence South 01° 35' East 33 feet; thence southwesterly to a point which is 378.80 feet East and 90 feet south of the point of beginning; thence westerly to a point on the present south right of way limits of S.T.H. 23, which is 421.20 feet west and 33 feet south of the point of beginning; thence north 33 feet to the centerline of S.T.H. 23; thence east 421.20 feet along said centerline to the point of beginning.

This parcel contains 0.85 acre, more or less, exclusive of lands previously conveyed or dedicated for highway purposes.

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 east 421.20 feet of the southeast one-quarter of Section 9 and the west 378.80 feet of the southwest one-quarter of Section 10, all in Township 15 North, Range 18 East.

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 restricted access point, pursuant to the provisions of Section 86.07(2), Wisconsin Statutes.

Said access point may be Public (connecting a public road to S.T.H. 23) or Private (a driveway under the jurisdiction of the land owner, and subject to the following provisions:

A. Private access point shall be used for farm and/or single family purposes only.

B. Public access points shall:

1. Be at least 1,000 feet from any other public access point to S.T.H. 23.
2. Be at least 400 feet from any Private access point to S.T.H. 23.
3. Include the dedication of vision triangles which have a 500-foot leg, as measured along the centerline of S.T.H. 23 and a 150-foot leg, as measured along the centerline of the intersecting Public access point, and include the restriction of access across said triangles.

C. The intent of these provisions is to have new public highways laid out so as to provide ultimately for an orderly overall access pattern in the area in accordance with the intent of Chapter Hy. 33, Wisconsin Administrative Code.

Said parcel of real estate and/or interests therein will be occupied by the State of Wisconsin or its agents on JUNE 1 - 1968. However, at the sole discretion of the State of Wisconsin, said parcel and/or interests therein may be reasonably occupied after the date of acquisition by utility companies for the purpose of adjusting their facilities to accommodate the proposed highway construction.

"In lieu of a Partial Release of Mortgage on the above tract, the attached agreement between the grantee and the mortgagee is invoked."
 Project T 017-3 (24)

Parcel 2

In Witness Whereof, the said grantor S have hereunto set their hands and seal S this 19th day of April A. D. 19 68

SIGNED AND SEALED IN PRESENCE OF

Victor C. Hammer
Victor C. Hammer

Bernard H. Halbur (SEAL)
Bernard H. Halbur

Katherine R. Halbur (SEAL)
Katherine R. Halbur

(SEAL)

(SEAL)

THIS INSTRUMENT WAS DRAFTED BY
State of Wisconsin Highway
Commission

RECEIVED FOR RECORD

July 10th 19 68
9:00 o'clock P. M.
Garnett B. Bely
Register

Deputy

STATE OF WISCONSIN
Fond du Lac

ss. 19th day of April A. D. 19 68
Personally came before me this 19th day of April A. D. 19 68
the within named Bernard H. Halbur
and Katherine H. Halbur

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

(SEAL)

Victor C. Hammer
Victor C. Hammer
Notary Public Waukesha County, Wis.
My commission expires 7-17-1972

Parcel 2

Project T 017-3(26)

588 PAGE 49

(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.)

3-516

DOCUMENT NO.

VOL 588 PAGE 50

232743

This Indenture, Made by Rose Gindt, a single woman
 grantor of Fond du Lac County, Wisconsin, hereby conveys and warrants
 to State of Wisconsin
 grantee of Five Hundred Forty and no/100 (\$540.00) Dollars County, Wisconsin,
 for the sum of

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

That part of the northeast one-quarter of the southeast one-quarter of Section 9 and the northwest one-quarter of the southwest one-quarter of Section 10, all in Township 15 North, Range 18 East, lying within the following described traverser:

Begin at the west one-quarter corner of said Section 10, which is also the east one-quarter corner of said Section 9 (The west line of the northwest one-quarter of said Section 10 bears North 01° 42' 18" West); thence east along the centerline of S.T.H. 23, 378.80 feet; thence North 88° 25' East 500.00 feet along said centerline; thence South 01° 35' East 33 feet; thence southwesterly to a point which is 378.80 feet East and 90 feet south of the point of beginning; thence westerly to a point on the present south right of way limits of S.T.H. 23, which is 421.20 feet west and 33 feet south of the point of beginning; thence north 33 feet to the centerline of S.T.H. 23; thence east 421.20 feet along said centerline to the point of beginning.

This parcel contains 0.85 acre, more or less, exclusive of lands previously conveyed or dedicated for highway purposes.

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 east 421.20 feet of the southeast one-quarter of Section 9 and the west 378.80 feet of the southwest one-quarter of Section 10, all in Township 15 North, Range 18 East.

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 restricted access point, pursuant to the provisions of Section 86.07(2), Wisconsin Statutes.

Said access point may be Public (connecting a public road to S.T.H. 23) or Private (a driveway under the jurisdiction of the land owner, and subject to the following provisions:

A. Private access point shall be used for farm and/or single family purposes only.

B. Public access points shall:

1. Be at least 1,000 feet from any other public access point to S.T.H. 23.

2. Be at least 400 feet from any Private access point to S.T.H. 23.

3. Include the dedication of vision triangles which have a 500-foot leg, as measured along the centerline of S.T.H. 23 and a 150-foot leg, as measured along the centerline of the intersecting Public access point, and include the restriction of access across said triangles.

C. The intent of these provisions is to have new public highways laid out so as to provide ultimately for an orderly overall access pattern in the area in accordance with the intent of Chapter Hy. 33, Wisconsin Administrative Code.

Said parcel of real estate and/or interests therein will be occupied by the State of Wisconsin or its agents on June 1, 1968. However, at the sole discretion of the State of Wisconsin, said parcel and/or interests therein may be reasonably occupied after the date of acquisition by utility companies for the purpose of adjusting their facilities to accommodate the proposed highway construction.

"In Lieu of a Partial Release of Mortgage on the above tract, the attached agreement between the grantee and the mortgagee is invoked."

Project T 017-3 (26)

Parcel 2

The consideration stated herein is payment in full for the property described herein and includes full compensation for items of damage set forth in sec. 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 sec. 32.15, Wisconsin Statutes, has not been included. If any such items are shown to exist the owner may file claims as provided in sec. 32.30, Wisconsin Statutes.

IN WITNESS WHEREOF, the said grantor has hereunto set her hand and seal this 17th day of April, A.D. 19 68

SIGNED AND SEALED IN PRESENCE OF
Victor C. Hammer
 Victor C. Hammer

Rose Gindt (SEAL)
 Rose Gindt
 (SEAL)
 (SEAL)
 (SEAL)

STATE OF WISCONSIN
 Fond du Lac County

Personally came before me, this 17th day of April, A.D. 19 68, the above-named Rose Gindt

RECEIVED FOR RECORD
 10th DAY OF July
 A.D. 19 68 AT 8:00
 O'CLOCK A.M. AND RECORDED IN VOL.
 518 OF RECORDS PAGE 39
Kenneth S. Bitt
 REGISTER OF DEEDS
 FOND DU LAC COUNTY

to me known to be the person who executed the foregoing instrument and acknowledged the name
Victor C. Hammer
 Victor C. Hammer
 (SEAL) Notary Public Waukesha County, Wisconsin
 My Commission expires 7-17, A.D. 19 78

Negotiated by V. C. Hammer

R-O-109-69

State of Wisconsin / Department of Transportation

DOCUMENT NO.

321817

This Indenture, Made by Rose Gindt (A Widow)
 grantor of Fond du Lac County, Wisconsin, hereby conveys and warrants
 to the State of Wisconsin, Department of Transportation, Division of Highways
 grantee of XXXXXX, Wisconsin,
 for the sum of One Thousand Fifty and 00/100 (\$1,050.00) dollars

(See attached Page 2 for legal description)

THIS CONVEYANCE IS EXEMPT FROM THE
 TRANSFER FEE PURSUANT TO SEC. 77.25(2)

FEE

77.25(2)
 EXEMPT

The consideration stated herein is payment in full for the property described herein and includes full compensation for items of damage set forth in sec. 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 sec. 32.19, Wisconsin Statutes, has not been included. If any such items are shown to exist the owner may file claims as provided in sec. 32.20, Wisconsin Statutes.

IN WITNESS WHEREOF, the said grantor has hereunto set her hand and seal this 22nd
 day of February, A.D., 19 77

SIGNED AND SEALED IN PRESENCE OF

Rose Gindt (SEAL)
Rose Gindt
 _____ (SEAL)
 _____ (SEAL)
 _____ (SEAL)

STATE OF WISCONSIN
Fond du Lac County, ss.

RECEIVED FOR RECORD

DAY OF _____
 A.D. 19____ AT _____
 O'CLOCK _____ M. AND RECORDED IN VOL. _____
 OF _____ PAGE _____

REGISTER OF DEEDS

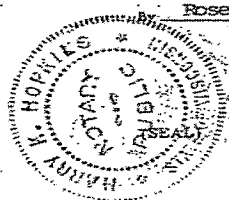
COUNTY

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

Project I.D. 1442-01-21 OF 017-3(18)

The foregoing instrument was acknowledged before me this 22nd
 day of February, A.D., 19 77

Rose Gindt (A Widow)



Harry K. Hopkins
 Notary Public, XXXXXX Wisconsin
 My Commission expires Sept. 11 A.D. 1977

Negotiated by H. K. HopkinsParcel No. 40

VOL 754 PAGE 857

Page 1 of 2

VOL 754 PAGE 858

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

That part of the northeast one-quarter of the southeast one-quarter of Section 9; the northwest one-quarter of the southwest one-quarter and the west one-half of the northeast one-quarter of the southwest one-quarter of Section 10, all in Township 15 North, Range 18 East, described as follows: Begin at the northeast corner of the southeast one-quarter of said Section 9; thence South 89° 48' 32" West along the north line of said southeast one-quarter 1315.73 feet to the west line of the northeast one-quarter of said southeast one-quarter; thence South 1° 24' 48" East along said line 33.01 feet; thence North 89° 48' 32" East 306.49 feet; thence South 73° 47' 05" East 208.74 feet; thence North 89° 34' 36" East 400.00 feet; thence North 63° 30' 19" East 311.33 feet; thence South 26° 07' 43" East 689.07 feet; thence North 81° 43' 50" East 422.49 feet; thence North 89° 34' 36" East 1155.29 feet to the east line of the west one-half of the northeast one-quarter of the southwest one-quarter of said Section 10; thence North 2° 14' 15" West along said line 23.47 feet to the north line of said southwest one-quarter; thence South 89° 52' 31" West along said line 1961.58 feet to the point of beginning.

This parcel contains 1.27 Acres, more or less, exclusive of lands previously conveyed or dedicated for highway purposes.

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 northeast one-quarter of the southeast one-quarter of said Section 9, the northwest one-quarter of the southwest one-quarter and the west one-half of the northeast one-quarter of the southwest one-quarter of said Section 10.

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 894.53 feet of the northeast one-quarter of the southeast one-quarter of said Section 9 and two access points in the east 1582.79 feet of the west 1961.59 feet of the southwest one-quarter of said Section 10, pursuant to the provisions of Section 86.07(2), Wisconsin Statutes.

Except the right of access to S.T.H. 23 from said abutting real estate on the south side of said highway, by means of one access point in the east 421.20 feet of the southeast one-quarter of said Section 9 and the west 378.80 feet of the southwest one-quarter of said Section 10, pursuant to the provisions of Section 86.07(2), Wisconsin Statutes.

Said access to said highway to be used for farm and residential purposes only and such right of access to continue only so long as used for said purposes.

These access rights supercede access rights recorded in Volume 588 of Fond du Lac County Records, on Page 50.

Said parcel of real estate and/or interests therein will be occupied by the State of Wisconsin or its agents on 22 APRIL 1977. However, at the sole discretion of the State of Wisconsin, said parcel and/or interests therein may be reasonably occupied after the date of acquisition by utility companies for the purpose of adjusting their facilities to accommodate the proposed highway construction.

REGISTER'S OFFICE

Fond du Lac County, Wis.

Recorded at 2:35 PM.

MAY 12 1977

Vol. 754, Records Page 857 ASP

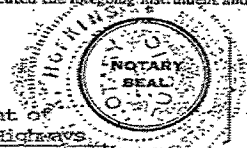
GEORGE H. OTTERY

REGISTER OF DEEDS

I.D. 1442-1-21 QF 017-3(18)

PAGE 2 OF 2

Parcel 40

DOCUMENT NO.	321818	<p style="text-align: center;">QUIT CLAIM DEED STATE OF WISCONSIN—FORM 13 THIS SPACE RESERVED FOR RECORDING DATA</p> <p style="text-align: center;">REGISTER'S OFFICE Fond du Lac County, Wis. Recorded at <u>2:35 PM</u> MAY 12 1977 Vol. <u>754</u>, records Page <u>859</u> GEORGE H. OTTERY REGISTER OF DEEDS</p> <p>RETURN TO <u>Supervisor Dept of Transp</u> <u>2:35 PM</u> <u>Feb 9 1977</u></p>
<p>THIS INDENTURE, Made by <u>Bernard H. Halbur and Katherine Halbur, his wife</u></p> <p>grantor <u>S</u> of <u>Fond du Lac</u> County, Wisconsin, hereby quit-claims to the State of Wisconsin, Department of Transportation, Division of Highways</p> <p>of <u>Good and Valuable Consideration</u> <u>XXXXXX</u>, Wisconsin, for the sum of</p> <p>the following tract of land in <u>Fond du Lac</u> County, State of Wisconsin;</p> <p style="text-align: center;">(See attached Page 2 for legal description)</p>		
<div style="border: 1px solid black; display: inline-block; padding: 5px;">THIS CONVEYANCE IS EXEMPT FROM THE TRANSFER FEE PURSUANT TO SEC. 77.25(2)</div> <div style="margin-left: 20px;"> <p>FEE # <u>77.25(2)</u> EXEMPT</p> </div>		
<p>IN WITNESS WHEREOF, the said grantor/s <u>he</u> VP <u>hereto</u> set <u>their</u> hand <u>S</u> and seal <u>S</u> this <u>22nd</u> day of <u>February</u>, A.D., 19 <u>77</u>.</p> <p>SIGNED AND SEALED IN PRESENCE OF</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> <p>_____</p> <p>_____</p> <p>_____</p> </div> <div style="width: 45%;"> <p><u>Bernard H. Halbur</u> (SEAL)</p> <p><u>Katherine Halbur</u> (SEAL)</p> <p>_____ (SEAL)</p> <p>_____ (SEAL)</p> </div> </div> <p>STATE OF WISCONSIN, } ss. County, }</p> <p>Personally came before me, this <u>22nd</u> day of <u>February</u>, A.D., 19 <u>77</u>, the above named <u>Bernard H. Halbur and Katherine Halbur, his wife</u></p> <p>to me known to be the person/s who executed the foregoing instrument and acknowledged the same.</p> <div style="display: flex; justify-content: space-between; align-items: center; margin-top: 20px;"> <div style="width: 40%; text-align: center;">  <p>NOTARY SEAL</p> </div> <div style="width: 55%;"> <p><u>Harry H. Hopkins</u></p> <p>Notary Public <u>XXXXXX Wis.</u></p> <p>My Commission (Expires) <u>Sept. 11, 1977</u></p> </div> </div> <p>This instrument drafted by <u>State of Wisconsin, Department of Transportation, Division of Highways</u></p> <p>Parcel I.D. <u>1442-01-21 OF 017-3(18)</u> Page 1 of 2 Parcel 40</p> <p style="font-size: small;">(Section 59.51 (3) of the Wisconsin Statutes provides that all instruments to be recorded shall have statoly printed or typewritten thereon the names of the grantors, grantees, witnesses and notary.)</p> <p style="font-size: x-small;">QUIT CLAIM DEED—STATE OF WISCONSIN, FORM NO. 13</p> <p style="text-align: right; font-size: x-small;">VOL 754 PAGE 859 H. C. MILLER CO., MILWAUKEE</p>		

VOL 754 PAGE 860

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

That part of the northeast one-quarter of the southeast one-quarter of Section 9; the northwest one-quarter of the southwest one-quarter and the west one-half of the northeast one-quarter of the southwest one-quarter of Section 10, all in Township 15 North, Range 13 East, described as follows: Begin at the northeast corner of the southeast one-quarter of said Section 9; thence South 89° 48' 32" West along the north line of said southeast one-quarter 1315.73 feet to the west line of the northeast one-quarter of said southeast one-quarter; thence South 1° 24' 43" East along said line 33.01 feet; thence North 89° 48' 32" East 306.49 feet; thence South 73° 47' 05" East 208.74 feet; thence North 89° 34' 36" East 400.00 feet; thence North 63° 30' 19" East 111.33 feet; thence South 86° 07' 43" East 689.07 feet; thence North 81° 43' 50" East 422.49 feet; thence North 89° 34' 36" East 1165.29 feet to the east line of the west one-half of the northeast one-quarter of the southwest one-quarter of said Section 10; thence North 2° 14' 15" West along said line 23.47 feet to the north line of said southwest one-quarter; thence South 89° 52' 31" West along said line 1961.58 feet to the point of beginning.

This parcel contains 1.27 Acres, more or less, exclusive of lands previously conveyed or dedicated for highway purposes.

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 northeast one-quarter of the southeast one-quarter of said Section 9, the northwest one-quarter of the southwest one-quarter and the west one-half of the northeast one-quarter of the southwest one-quarter of said Section 10.

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 894.53 feet of the northeast one-quarter of the southeast one-quarter of said Section 9 and two access points in the east 1582.79 feet of the west 1961.59 feet of the southwest one-quarter of said Section 10, pursuant to the provisions of Section 86.07(2), Wisconsin Statutes.

Except the right of access to S.T.H. 23 from said abutting real estate on the south side of said highway, by means of one access point in the east 421.20 feet of the southeast one-quarter of said Section 9 and the west 378.80 feet of the southwest one-quarter of said Section 10, pursuant to the provisions of Section 86.07(2), Wisconsin Statutes.

Said access to said highway to be used for farm and residential purposes only and such right of access to continue only so long as used for said purposes.

These access rights supercede access rights recorded in Volume 588 of Fond du Lac County Records, on Page 50.

Said parcel of real estate and/or interests therein will be occupied by the State of Wisconsin or its agents on 22 APRIL 1977. However, at the sole discretion of the State of Wisconsin, said parcel and/or interests therein may be reasonably occupied after the date of acquisition by utility companies for the purpose of adjusting their facilities to accommodate the proposed highway construction.

I.D. 1442-1-21 QF 017-3(18)

PAGE 2 OF 2

Parcel 40

S. W. 227 71-H-68109.1 233 238403

ELECTRIC LINE EASEMENT

Line Title

No.

WPL 2091-L

Grantor(s) Bernard H. Halbur and KATHERINE HALBUR HIS WIFE Rose Gindt

in consideration of One and 00/100 Dollars, (\$1.00) to him paid by WISCONSIN POWER AND LIGHT COMPANY, a Wisconsin corporation, grantee, receipt of which is hereby acknowledged, does hereby grant, convey, and warrant unto said WISCONSIN POWER AND LIGHT COMPANY, its successors and assigns, the perpetual right and easement to erect and maintain a ~~line~~ Single pole & anchor

structure and wires, including other appurtenances for the transmission of electrical current, and to permit the attachment thereto of electric or telephone wires owned by others; upon, ~~over and across~~ land owned by the grantor in the TOWNSHIP of Empire, County of Fond du Lac, State of Wisconsin, said easement to be 15

feet in width, lying ~~*****~~ on all sides ~~*****~~ of the reference line described as follows: Said pole and anchor to be located in the NW 1/4 of the SW 1/4 of Section 10, T 15 N - R 18 E, at a point more particularly described as being 425 feet, more or less, west of the NE corner of the NW 1/4 of the SW 1/4 of said Section 10, and 2 feet south of the south right of way line of Wisconsin State Highway 23, and being through that part of the NW 1/4 of the SW 1/4 of Section 10, T 15 N - R 18 E as recorded in Vol. 498 of Records on page 282 in the Register of Deeds Office for Fond du Lac County, Wisconsin.

TOGETHER with the right to enter upon said premises for the purpose of erecting such structures and stringing said wires, and repairing or removing the same. The grantor agrees that no hay or grain stacks, buildings, trees, tanks, antennas, windmills or other structures shall be placed within above described easement strip; and that the grantee has the right to trim or remove such trees as may be located within above distances from reference line, and other trees which, in the judgment of the grantee, may interfere with or endanger said electric line, and chemically treat from time to time the area within the boundaries of said easement for the purpose of controlling the growth of trees and shrubs growing within said boundaries, without additional compensation. Said grantee, however, expressly agrees that it will pay a reasonable sum for damage to other property, including crops, that may be caused by its employees in building and repairing said structures and wires.

Said grantee shall not have the right to erect any fence or building on such land other than said line structures and wires, and the right is hereby expressly reserved to said grantor, his heirs and assigns, of every use and enjoyment of said land not inconsistent with the maintenance, operation, repair, and removal of such structures and wires, and the trimming and removal of such trees as aforesaid.

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

WITNESS the hand 5 and seal 2 of the grantor 5 this 31 day of JANUARY A.D. 19 69.
In presence of:

Signature Robert G. Aikins

Signature _____

Signature 601 371

x Bernard Halbur (SEAL)
Signature BERNARD HALBUR

x Katherine Halbur (SEAL)
Signature Rose Gindt Katherine Halbur

x Rose Gindt (SEAL)
Signature Rose Gindt

Signature _____

Signature _____

(SEAL)

Signature _____

Signature _____

(SEAL)

Signature _____

Signature _____

(SEAL)

This instrument was drafted by: Robert G. Birnie

STATE OF WISCONSIN

County of Fond du Lac } SSPersonally appeared before me this 31 day of JANUARY A.D. 19 69BERNARD H. HALBUR and KATHERINE HALBUR his wife andRose G. Halbur a widow

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

(Print) Robert G. BirnieNotary Public State of County, Wis.My Commission expires MAY 18, 1969

County of _____ } SS

Personally appeared before me this _____ day of _____ A.D. 19 _____

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

(Print) _____

Notary Public _____ County, Wis.

My Commission expires _____

REGISTER'S OFFICE
FOND DU LAC COUNTY, WIS.RECORDED AT 2:50 PM.

MAR 13 1969 IN

Vol. 601 records Page 372

Kenneth S. Betz

REGISTER OF DEEDS

5-18-69
 8:40 AM
 372

398-46-7262

In consideration of the sum of FOUR HUNDRED AND NO/100-----
Dollars (\$ 400.00), the undersigned grant, and convey, unto Wisconsin Bell, Inc. an exclusive right of way
and easement to place, replace, maintain and remove an underground cable 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, Wis-
consin, and described as:

- The northerly 10 feet abutting the highway (S.T.H. "23") of;
(1) The northeast quarter of the southeast quarter of Section 9, Township
15 North, Range 18 East except highway.
(2) The northwest quarter of the southwest quarter and of the west one
half of the northeast quarter of the southwest quarter of Section
10, Township 15 North, Range 18 East except highway.

This grant includes the right, on and through the lands hereinbefore described, to place, replace, maintain and remove additional
underground cable lines, together with associated appliances, subsequent to the placing of the 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
5 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 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 covenant not to erect any structure on said lands that would interfere with the installation, replacement,
maintenance or removal hereunder of said line or lines and associated appliances.

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

Signed this 4th day of October 19 90.

Witness:

Raymond B. Halbur

Raymond B. Halbur

Rae Neil Halbur

Rae Neil Halbur

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

Personally appeared before me this 4th day of October, 19 92.

Raymond B. Halbur and Rae Nell Halbur

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

RECORDED
VOL 1028 PAGE 645-646
OCT 29 8 20 AM '98

Mary T. Fischer
REGISTRAR OF DEEDS
FOND DU LAC COUNTY, WI

Richard J. Smasal
Notary Public, State of Wisconsin
Richard J. Smasal
My commission expires May 2, 19 93.

Document Drafted By

Wisconsin Bell, Inc.

By RICHARD J. SMASAL



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

557695

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

RECEIVED FOR RECORD

VOL 1188 PAGE 115 - 116

JUN 14 AM 8:06

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

Watershed Project Name Lake Winnebago East	Governmental Unit FDL County	Cost Share Agreement No. WNE-045
Name of Cost Share Recipient(s) Raymond & Rae Nell Halbur	Name of Landowner(s) (if not cost share recipient) Raymond & Rae Nell Halbur	
Street or Route W3704 Hwy 23	City, State, Zip Code Fond du Lac, WI 54935	
Legal Description of Property S9 T15N R18E NE½ SE½ EXC HWY REC V754-857&859 (V984-191) 39.07A S9 T15N R18E SE½ SE½ (V984-191) 40A S10 T15N R18E W½ NE½ SW½ EXC HWY REC V754-857&859 (V984-191) 19.65A S10 T15N R18E NW½ SW½ EXC HWY REC V754-857 & 859 (V984-191) 39.21A S10 T15N R18E SW½ SW½ (V984-191) 40A S10 T15N R18E W½ SE½ SW½ (V984-191) 20A		

RECEIVED FOR RECORD
JUN 14 AM 8:06

This space reserved for recording data.

Return to:

Lynn A. Mathias
County Conservationist
Ag Service Center
W6529 Forest Ave
Fond du Lac, WI
54937

(Type Name/Address of Govt. Unit Rep.)

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

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

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

Signed this 25th day of MAY 1994
Raymond B. Halbur Signature of Cost Share Recipient
Raymond B. Halbur Typed Name of Cost Share Recipient
Rae Nell Halbur Signature of Cost Share Recipient
Rae Nell Halbur Typed Name of Cost Share Recipient

STATE OF WISCONSIN) Personally came before me this 25th day of
Fond du Lac County) ss. May 1994, the above named
Raymond B. & Rae Nell Halbur to me known to be the person (s) who executed the foregoing instrument and acknowledge the same.

Lynn A. Mathias
Signature of Notary Public
Lynn A. Mathias
Typed Name of Notary Public
Notary Public Fond du Lac County, Wis.
My commission (is permanent)(expires March 15, 1998)

Signed this _____ day of _____, 19____.

Signature of Landowner (if not cost share recipient)

Signature of Landowner (if not cost share recipient)

Typed Name of Landowner

Typed Name of Landowner

STATE OF WISCONSIN

)

Personally came before me this _____ day of

) ss.

_____ County

)

_____, 19____, the above named

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

Signature of Notary Public

Typed Name of Notary Public

Notary Public _____, County, Wis.

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

Signed this 9th day of June, 19 94

Leonard Rosenbaum

Signature of Authorized Governmental Unit Representative

Leonard Rosenbaum

Typed Name of Authorized Governmental Unit Representative

STATE OF WISCONSIN

)

Personally came before me this 9th day of

) ss.

Fond du Lac County

)

June, 19 94, the above named

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

Signature of Notary Public

Lynn A Mathias

Typed Name of Notary Public

Notary Public Fond du Lac County, Wis.

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

31

DOC# 909224

Recorded
JAN. 22, 2008 AT 03:36PMPIPELINE
EASEMENT*Patricia Kraus*

After recording return to:

Tom Davis
Guardian Pipeline, L.L.C.
N5580 US Highway 151
Fond du Lac, Wisconsin 54937Guardian
Pipeline

Tract Number

G2-FD-229.00

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

Parcel Identification Number(s):

T08-15-18-10-11-001-00
T08-15-18-10-10-001-00

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned: Raymond B. Halbur and Rae Nell Halbur, husband and wife (hereinafter referred to as "Grantor" whether one or more), for and in consideration of the sum of One and No/100 Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby bargain, grant, convey, and warrant to GUARDIAN PIPELINE, L.L.C., a Delaware limited liability company (hereinafter referred to as "Grantee"), and to its successors and assigns, the perpetual and exclusive right, privilege, and easement to construct, inspect, repair, maintain, operate, replace, protect, test, patrol, and remove or abandon in place one pipeline, and all appurtenances and equipment used or useful in the operation of such pipeline, including cathodic protection apparatus, for the transportation of natural gas and associated by-products on, over, under, across and through a strip of land fifty feet (50') in width, hereinafter referred to as the "Easement" across the tract of land described on Exhibit "A" attached hereto and incorporated herein, together with the right to utilize additional land in the above-described tract not more than sixty feet (60') in width adjacent to the Easement for purposes of temporary work space during initial construction of the pipeline, appurtenances and equipment, and such additional temporary work space that may be required at road crossings, river and stream crossings or areas with unusual construction requirements.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, together with the right of ingress to and egress from the Easement across the above-described tract of land and adjacent tracts of lands of Grantor, including subsequent divisions of said tracts, for the purposes of surveying and clearing the Easement of brush, trees, and obstructions, and for constructing, operating, inspecting, repairing, maintaining, replacing, protecting, testing, patrolling, and removing or abandoning in place the pipeline, appurtenances, and equipment of Grantee located thereon, in whole or in part, at the will of Grantee; it being the intention of the parties hereto that Grantor may continue to use the surface of the Easement for agricultural, pasturage, or other purposes which will not interfere with the use of the Easement by Grantee for any of the rights hereinabove granted; provided, however, that Grantor shall not impound water upon the Easement, change the ground elevation or grade of the Easement, or construct or permit to be constructed any building, structure, improvement or obstruction, or plant any trees or shrubs upon the Easement which would interfere with Grantee's exercise of the rights hereby conveyed, including access to the Easement, and the safe operation of its pipeline.

As further consideration for the payments made and to be made by Grantee hereunder, it is further agreed as follows that:

1. The proposed location of the pipeline on the above-described tract is described in Exhibit "B" and depicted on Exhibit "C" attached hereto and made a part hereof; however, the exact location of the Easement conveyed hereby shall be determined by the construction of Grantee's pipeline, and shall thereupon be established as being twenty-five (25) feet on each side of the centerline thereof.

2. Grantee will bury the pipeline to provide a minimum cover of forty-eight (48) inches, except in rock where a minimum cover of twenty-four (24) inches will be provided.

3. Grantee will (a) restore the surface of all disturbed areas on Grantor's land as nearly as practicable to the original contour existing immediately prior to the commencement of any work; (b) provide suitable ditch cross-overs during construction as are reasonably required by Grantor; (c) properly support each side of any contemplated fence opening by suitable post and braces before a fence is cut, and, where required, provide a temporary gate; and (d) repair in a good and workmanlike manner any and all fences and drainage and irrigation systems on Grantor's land which are cut or damaged by Grantee during construction of Grantee's pipeline, appurtenances and equipment.

4. Grantee will pay Grantor for any damages to Grantor's growing crops, grasses, trees, shrubbery, livestock or other property of Grantor caused by the construction, inspection, repair, maintenance, operation, replacement, protection, testing, patrolling, and removal or abandonment in place of Grantee's pipeline, appurtenances and equipment on the above-described tract; provided, however, that Grantee shall have the right, without liability for damages, from time to time after initial construction of the pipeline to clear and keep cleared all trees, brush, shrubs, undergrowth, buildings, structures, improvements, or other obstructions from the Easement that may in Grantee's sole judgment, interfere with Grantee's use of the Easement granted herein.

5. Grantor represents and warrants to Grantee that Grantor is lawfully seized in fee simple title to the above-described lands and has a good and lawful right to convey the rights as herein done. Grantor further covenants and binds itself, its successors and assigns to warrant and forever defend the title to this easement to Grantee, its successors and assigns, against the lawful claims of all persons.

6. This instrument may be executed in counterparts, but which together shall constitute one and the same instrument.

7. Grantee shall make payment hereunder without responsibility for allocation of said payment among multiple Grantor(s), it being expressly understood and agreed that the Grantee shall not be obliged to see to the application or disposition of the proceeds.

8. The rights of Grantee hereunder may be sold, assigned or leased, in whole or in part, by Grantee at any time.

9. Grantor hereby releases and waives all right under and by virtue of the Homestead Exemption Laws of the State of Wisconsin insofar as said rights may in any way affect the purposes for

2

which this grant is made as recited herein. Any non-titled spouse signs below as Grantor for the purposes of releasing and waiving all rights he or she may hold under all applicable homestead exemption laws and under all applicable marital property laws.

10. It is agreed that this instrument incorporates and describes all of the grants, undertakings, conditions, considerations and agreements between the parties. Grantor, in executing and delivering this instrument, represents that Grantor has not relied upon any promises, inducements or representations, whether verbal or written, of Grantee, its agents or employees, other than those stated in this easement.

11. It is understood and agreed that this easement and all rights, privileges, and obligations created herein shall run with the land and shall inure to the benefit of and be binding and obligatory upon the legal representatives, heirs, executors, administrators, devisees, legatees, successors, and assigns of the parties hereto.

Signed and delivered this 3rd day of JAN, 2008.

This 15 (is/is not) homestead property.

Grantor: Raymond B. Halbur

Printed: Raymond B. Halbur

Grantor: Rae Nell Halbur

Printed: Rae Nell Halbur

Grantor: _____

Printed:

Grantor: _____

Printed:

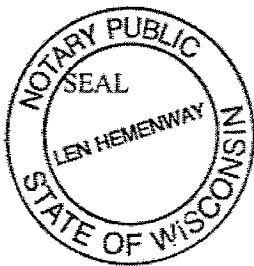
This document was drafted by Michelle E. Martin, Esq., MURN & MARTIN, S.C., W229 N1792 Amber Lane, Waukesha, Wisconsin, 53186.

ACKNOWLEDGMENTS

STATE OF Wisconsin)
) SS
 COUNTY OF JUNEAU)

Personally came before this 3rd day of JAN, 2008, the above-named,

Raymond B. Halbur and Rae Nell Halbur, to me known to be the person who executed the foregoing instrument and acknowledged the same.



Len Hemenway
 Signature

Len Hemenway
 Printed

Notary Public, State of Wisconsin

My Commission Expires 4/18/2010

STATE OF _____)
) SS
 COUNTY OF _____)

Personally came before this _____ day of _____, 2008, the above-named,

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

 Signature

SEAL

 Printed

Notary Public, State of _____

My Commission Expires _____

✓

G2-FD-229.00

EXHIBIT "A"

The West 1/2 of the Southwest 1/4 of Section 10, Township 15 North, Range 18 East, Town of Empire, Fond du Lac County, Wisconsin. EXCEPTING THEREFROM land deeded for highway purposes by Deed Volume 226 of Deeds on Pages 285 and 286, Fond du Lac County, Wisconsin. ALSO EXCEPTING THEREFROM land conveyed to the State of Wisconsin for highway purposes as recorded in Volume 588 of Records on Pages 48 and 49 and in Volume 588 of Records on Pages 50 and 51 Fond du Lac County, Wisconsin. ALSO EXCEPTING THEREFROM land conveyed to the State of Wisconsin for highway purposes as recorded in Volume 754 of Records on Pages 857 and 858 and in Volume 754 of Records on Pages 859 and 860, Fond du Lac County, Wisconsin.

R.B.H.
R.H.

5

GUARDIAN PIPELINE, L.L.C.
Tract No. G2-FD-229.00

EXHIBIT B
RAYMOND B. HALBUR
AND RAE NELL HALBUR

PROPOSED PIPELINE EASEMENT AREA:

A permanent strip of land 50 feet in even width lying 25 feet on each side of the pipeline centerline as constructed, as measured perpendicular thereto, and to extend over, under, and across, the "Tract" of land owned by Raymond B. Halbur and Rae Nell Halbur and described in Exhibit A; said proposed easement area located in the west half of the southwest quarter of Section 10, Township 15 North, Range 18 East, in Fond du Lac County, State of Wisconsin, and being described as follows:

Commencing at the southwest corner of said Section 10 and being in the south property line of said Tract; thence easterly a distance of 267 feet along the south line of said section and said south property line to the intersection of said centerline for the Point Of Beginning;

thence N 12° 49' 10" E a distance of 2689 feet along said centerline to a point

on the north property line of said Tract and being the southerly right-of-way line of State Highway 23; said point being westerly a distance of 1032 feet along said northerly property line from the northeast corner of said Tract and termination of this description and containing 3.09 acres of land.

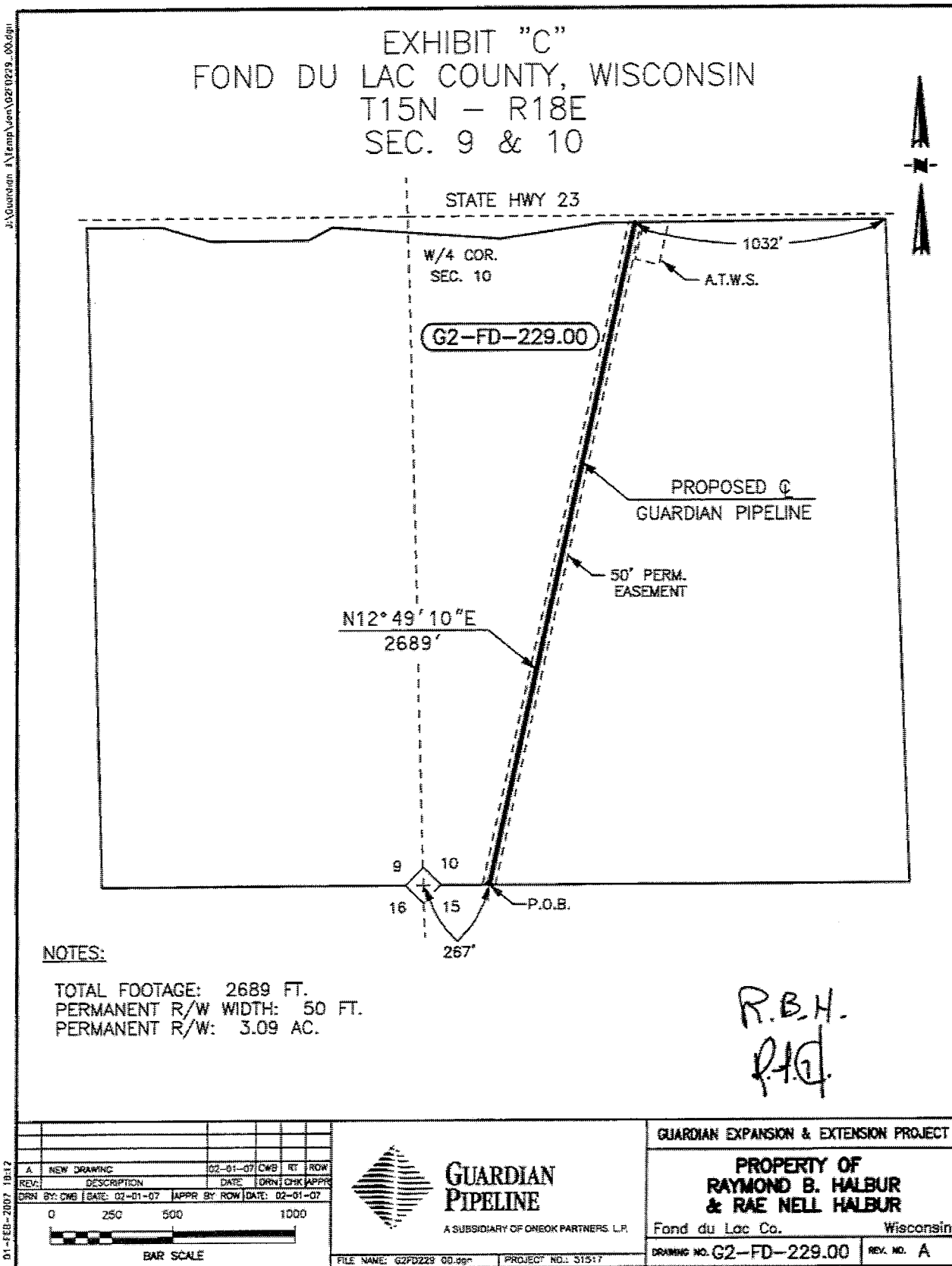
NOTE:

The edge lines of said easements shall lengthen and/or shorten at the point of beginning, point of termination, and each change in course as needed to provide a continuous strip of land across said Tract, which is 25 feet off both sides of the centerline of the pipeline as constructed.

R.B.H.
R.N.H.

Rev. A, 02-01-07

6



450731

450463

EO550 1185

DOCUMENT NO.

State of Wisconsin/Department of Transportation

CONVEYANCE OF RIGHTS IN LAND, made by Wisconsin

Power and Light Company, a Wisconsin corporation

grantor, hereby grants to the STATE OF WISCONSIN, Department of Transportation, Division of Highways and Transportation Services, grantee, for the sum of One and no/100 (\$1.00)

Dollar and Other Good and Valuable Consideration

acknowledged hereby to be payment in full for the easement and rights herein conveyed, and for all damages, including the relocation or other alteration of certain transmission lines and supporting structures and the right to cross, traverse, or otherwise occupy with a public highway certain lands in, on or over which the grantor holds prior rights by virtue of title, easement, license, or other legal device.

The said lands are situated in the Towns of Fond du Lac, Empire and Forest County, Wisconsin, and are shown on the map marked Plat of Right-of-Way required for Project ID 1442-01-21, filed by the grantee with the County Clerk and County Highway Committee of the said County as required by Section 84.09(1), Wisconsin Statutes.

Legal Description:

This space reserved for recording date

REGISTER'S OFFICE
Fond du Lac County, Wis.
Recorded at 8 A M

MAR 30 1988

Vol. 968 Records Page 462

MARY A. BRICKLE
REGISTER OF DEEDS

RETURN TO: Wisconsin Dept. of Transportation

REGISTER'S OFFICE

Fond du Lac County, Wis.

Recorded at 8 A M

APR - 6 1988

Vol. 968 Records Page 929-950

MARY A. BRICKLE
REGISTER OF DEEDS

SEE ATTACHMENT A

NOTARY PUBLIC STATE OF WISCONSIN
MY COMMISSION EXPIRES MAY 18, 2001

This grant is made for the purposes of constructing, operating, and maintaining a public highway and appurtenant facilities on, over, under, or across the said lands.

Project ID 1442-01-45

VOL 968 PAGE 929

Parcel 80

VOL 968 PAGE 462

The grantor reserves to itself the right to cross, traverse, or otherwise occupy these lands with the present and future overhead or underground transmission lines and appurtenant facilities and supporting structures in a manner consistent with the purposes of this grant, and in a manner which will not interfere with normal highway maintenance and operation, provided, however, that the costs of any relocation or alteration of the said transmission lines, appurtenant facilities, or supporting structures when required by the grantee for any reason, including accomodating expanded or additional highway facilities on or across said lands, will be paid by the grantee, and provided further that the costs of such relocation or alteration, or of the installation of new or additional facilities when done at the instance of and for the purposes of the grantor, will be defrayed by the grantors.

This grant shall be binding on the grantor, grantee, and their successors or assigns.

Dated this 18th day of JANUARY 1988

WISCONSIN POWER AND LIGHT COMPANY

(SEAL)

D. E. Ellestad
Vice President

(SEAL)

(SEAL)

Mary Fujimoto

(SEAL)

Assistant Secretary

AUTHENTICATION

Signature(s) _____

authenticated this _____ day of _____ 19 _____

TITLE MEMBER STATE BAR OF WISCONSIN
If not, _____

authorized by s.706.06, Wis Stats.

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

ACKNOWLEDGEMENT

STATE OF WISCONSIN.

Dane County.

Personally came before me, this 18th day of
JANUARY 1988 the above named

D. E. Ellestad, Vice President
and

Mary Fujimoto, Assistant Secretary

to me known to be the person(s) who executed the
forgoing instrument and acknowledge the facts.

Notary Public, State of Wisconsin. My commission expires _____

PERCIVAL SPRAGUE
NOTARY PUBLIC STATE OF WISCONSIN
MY COMMISSION EXPIRES MAY 12, 1991

RETURN TO:

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

ATTN: Pat Indeltson

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

RECKED & REVISED BY THOMAS ERSTAD-WP&L CO.

VOL 968 PAGE 463

VOL 968 PAGE 930

Attachment A

All those parts of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) and the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of Section 12, Town 15 North, Range 17 East, Town of Fond du Lac, also the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) and the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of Section 12, the Southwest Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) and the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) and the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) and the Southeast Quarter (SE 1/4) of the Northeast Quarter of Section 7, the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) and the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) and the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) and the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of Section 8, the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) and the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) and the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) and the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of Section 9, the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) and the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) and the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) and the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of Section 10, the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) and the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) and the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) and the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of Section 11, the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) and the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) and the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) and the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) and the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) and the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of Section 12, being in Town 15 North, Range 18 East, Town of Empire;

Also, the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of Section 7, Town 15 North, Range 19 East, Town of Forest, all in the County of Fond du Lac, Wisconsin; which are parts of lands acquired or to be acquired under Project 1442-01-21 for the reconstruction of State Highway "23" and containing the following easements as recorded in the office of the Register of Deeds for Fond du Lac County, Wisconsin.

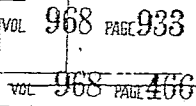
<u>Volume</u>	<u>Page</u>	<u>Document No.</u>	<u>Volume</u>	<u>Page</u>	<u>Document No.</u>
370 M	290	121119	371 M	138	121716
371 M	146	121720	589	378	233366
590	627	233828	601	371	238403
370 M	288	121118	372 M	107	122443
371 M	156	121725	589	380	233367
370 M	448	121299	592	183	234410
590	623	233826	371 M	392	121997
371 M	152	121723	592	179	234408
601	369	238402	371 M	154	121724
370 M	442	121296	372 M	105	122442
370 M	284	121116	370 M	282	121115
370 M	286	121117	371 M	148	121721
370 M	436	121293	370 M	440	121295
370 M	462	121309	370 M	438	121294
371 M	158	121726	589	384	233369
371 M	394	121998	371 M	150	121722
589	382	233368			

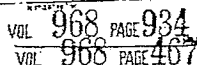
JD:smc/18X.1/1/870618a

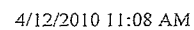
VOL 968 PAGE 931

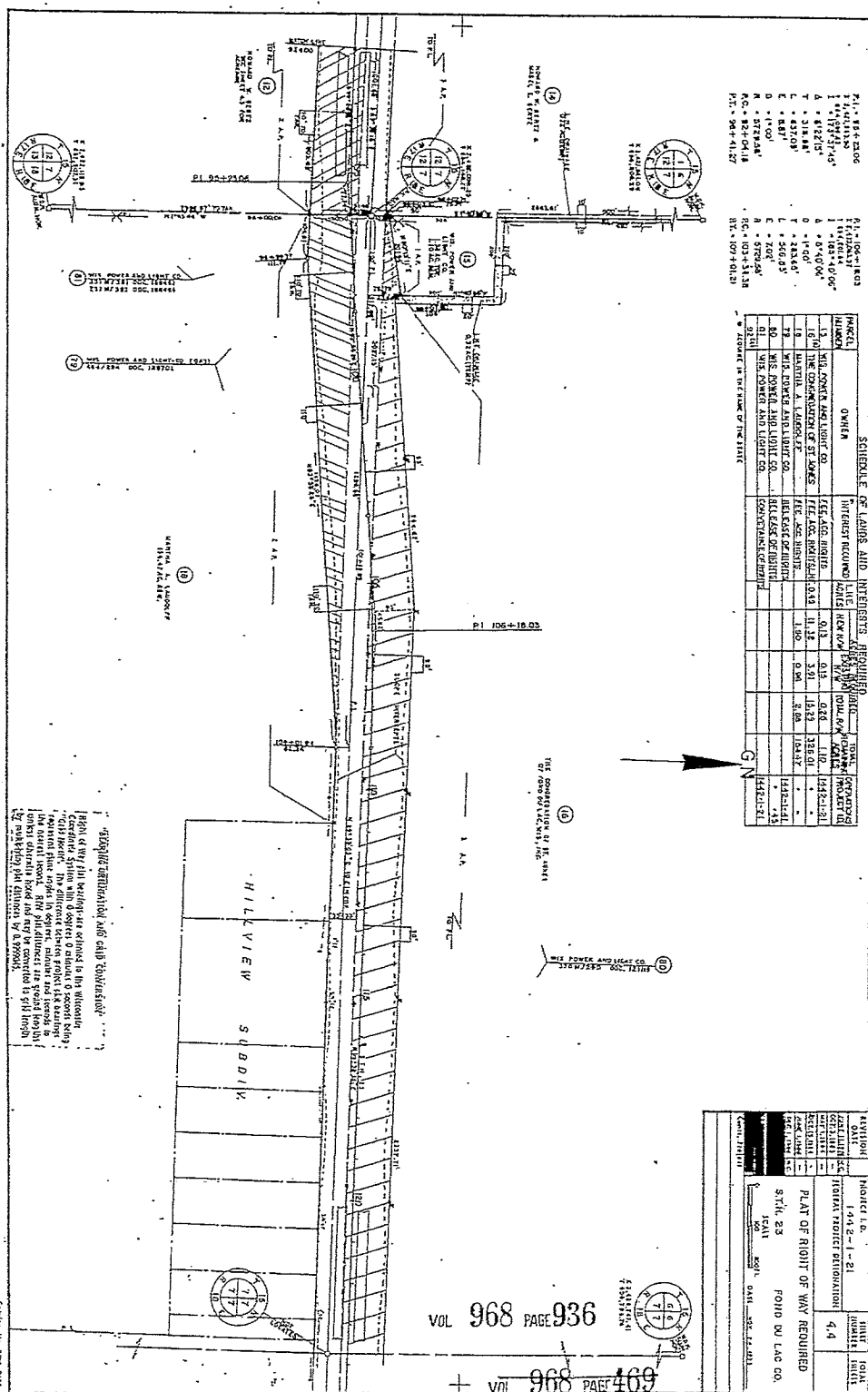
VOL 968 PAGE 464

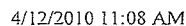
4/12/2010 11:07 AM

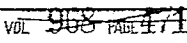






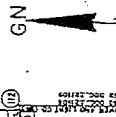




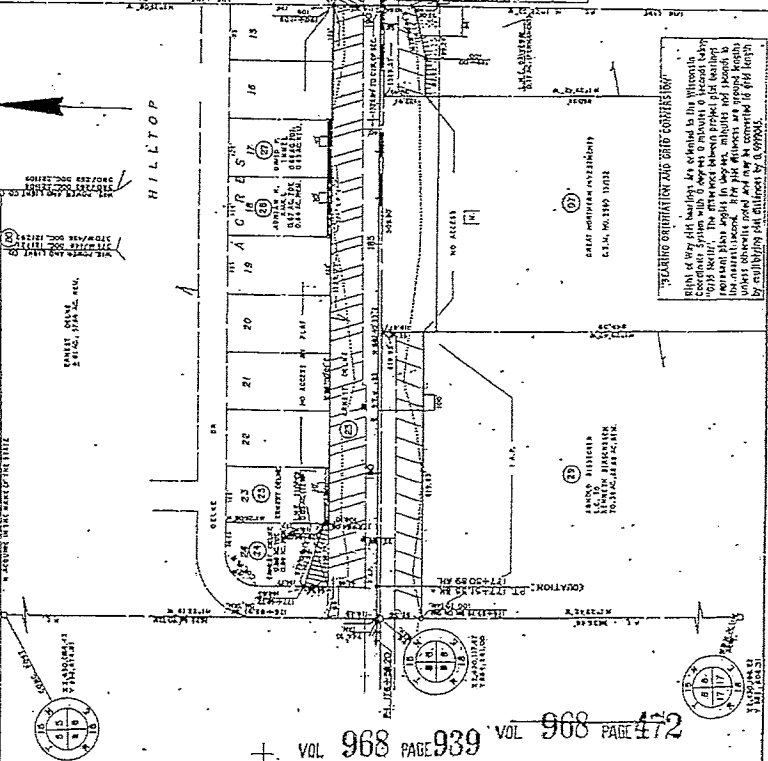


PROJECT NO.	1442-1-21	DATE	1947
TOTAL PROJECT DISTANCE	4.7	DATE	1947
STATION	ST. 13	DATE	1947
STATION	FOND DU LAC CO.	DATE	1947
STATION	1442-1-21	DATE	1947
STATION	1442-1-21	DATE	1947
STATION	1442-1-21	DATE	1947
STATION	1442-1-21	DATE	1947
STATION	1442-1-21	DATE	1947
STATION	1442-1-21	DATE	1947
STATION	1442-1-21	DATE	1947
STATION	1442-1-21	DATE	1947

STATION	1442-1-21	DATE	1947
STATION	1442-1-21	DATE	1947
STATION	1442-1-21	DATE	1947
STATION	1442-1-21	DATE	1947
STATION	1442-1-21	DATE	1947
STATION	1442-1-21	DATE	1947
STATION	1442-1-21	DATE	1947
STATION	1442-1-21	DATE	1947
STATION	1442-1-21	DATE	1947
STATION	1442-1-21	DATE	1947



DATE: 1947-12-12
DRAWN BY: [Name]
CHECKED BY: [Name]



VOL 968 PAGE 939 VOL 968 PAGE 472



