

Knight Barry
TITLE GROUP
Integrity. Experience. Innovation.

Knight Barry Title Services LLC
885 Western Avenue, Suite 200
Fond du Lac, WI 54935
920-322-1222
Fax:920-322-1224

Refer Inquiries to: Sarah Galligan (sarahg@knightbarry.com)
Completed on:5/4/10 10:04 am
Last Revised on:4/14/15 9:57 am
Printed on:4/14/15 9:57 am

Applicant Information

Sheila Laing
Wisconsin Dept of Transportation - Project #1440-15-22
944 Vanderperrin Way
Green Bay, WI 54304

Sales Representative:Craig Haskins

Property Information

(Note: values below are from the tax roll)

Effective Date: 03/25/2015 at 8:00 am

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

Property address:Vacant Land, WI (Note: Please see included tax bill for mailing address.)

Legal description: The Northwest ¼ of the Southeast ¼ of Section 9, Township 15 North, Range 18 East, Town of Empire, Fond du Lac County, Wisconsin, EXCEPTING THEREFROM the following parcels: That portion as described by the Deed recorded August 12, 1941 in Volume 266 on page 600, as Document No. 33680. Certified Survey Map No. 141 recorded October 30, 1970 in Volume 2 of Certified Survey Maps on page 141, as Document No. 252084. Certified Survey Map No. 1597 recorded February 22, 1977 in Volume 9 of Certified Survey Maps on page 97, as Document No. 318752. Certified Survey Maps No. 7084 recorded July 7, 2006 in Volume 50 of Certified Survey Maps on page 91, as Document No. 865550.

Tax Key No: T08-15-18-09-14-001-00

Mortgages / Leases / Land Contracts / UCC

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. This Mortgage contains more property than searched.

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. This Mortgage contains more property than searched.

Easements / Restrictions & Other Encumbrances

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.

Restrictions contained in Quit Claim Deed and other matters contained in the instrument recorded June 13, 1988 in Volume 973, page 620 as Document No. 453438.

Right of Way Grant and other matters contained in the instrument recorded October 29, 1990 in Volume 1028, page 651 as Document No. 484642.

Easements, restrictions and other matters shown on the Transportation Project Plat No. 1440-15-01-4.06, recorded April 29, 2010, as Document No. 958065.

Well Rights and Electricity Agreement and other matters contained in the instrument recorded July 9, 2013 as Document No. 1024924.

Judgments / Liens



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None

General Taxes

This report does not include a search for General Taxes for the year shown in the Effective Date and subsequent years, which are not yet due or payable. It also does not include a search for special assessments, special taxes or special charges including sewer, water and other municipal charges.

Taxes for the year 2014 in the amount of \$656.72 are being paid on a payment plan. The balance due is \$328.36 . All installments that are due have been paid and there are no delinquent balances.

Footnotes

This is intended for the purposes of causing the subject premises to become a public right of way for road purposes. Consult the Company before using for any other purposes.

Copies of Document Nos. 958065 and 1024924 are attached.

In accordance with applicant's request, we have made a search of the records in the various public offices of Fond du Lac County. This report is for informational purposes only. The liability of the Knight Barry Title Group (Knight Barry Title, Inc., Port Abstract & Title, LLC, Knight Barry Title, Services, LLC) (collectively, the "Company") to the applicant in issuing this report is: (i) for reasonable care in searching in accordance with the applicant's request and, (ii) is limited to a maximum amount of \$1,000.00. This report is not an abstract of title, a title opinion, a title insurance policy or a commitment to issue a policy of title insurance and should not be relied upon in place of such. It is not the intention, express or implied, of the Company to provide any type of guaranty, warranty, or indemnity to any party with respect to the accuracy of the information contained in the report. In order to obtain information from the Company that will carry the full liability of a title insurance commitment/policy, the Company may issue, if requested, a commitment of title insurance and will charge a fee in compliance with rates filed with the office of the Wisconsin Commissioner of Insurance. Section headings within the report are for convenience only and do not modify the scope of the search.



Owner (s):

HALBUR, RAYMOND B
HALBUR, RAE NELL

Location:

NW-SE, Sect. 9, T15N, R18E

Mailing Address:

RAYMOND B HALBUR, RAE NELL HALBUR
W3704 STATE ROAD 23
FOND DU LAC, WI 54937

School District:

1862 - FOND DU LAC SCHOOL

Tax Parcel ID Number:

T08-15-18-09-14-001-00

Tax District:

20016-TOWN OF EMPIRE

Status:

Active

Acres:

34.6600

Description - Comments (Please see Documents tab below for related documents. For a complete legal description, see recorded document.):

S9 T15N R18E NW 1/4 SE 1/4 EXC V266-600 & EXC CSM #141-2-141 #1597-9-97 #7084-50-91

Site Address (es): *(Site address may not be verified and could be incorrect. DO NOT use the site address in lieu of legal description.)*

0 Lottery credit claimed

Tax History

Tax Year*	Total Due	Paid to Date	Current Due	Interest	Penalty	Total Payoff
2009	\$639.72	\$639.72	\$0.00	\$0.00	\$0.00	\$0.00
2010	\$687.36	\$687.36	\$0.00	\$0.00	\$0.00	\$0.00
2011	\$695.82	\$695.82	\$0.00	\$0.00	\$0.00	\$0.00
2012	\$696.38	\$696.38	\$0.00	\$0.00	\$0.00	\$0.00
2013	\$702.70	\$702.70	\$0.00	\$0.00	\$0.00	\$0.00
2014	\$656.72	\$328.36	\$328.36	\$0.00	\$0.00	\$328.36
Total						\$328.36

NOTE: Current year tax bills may not be processed by the county.

Interest and penalty are calculated to 3/31/2015. Additional interest and penalty will be charged if your remittance reaches this office after that date.

FOND DU LAC COUNTY TREASURER
160 SOUTH MACY ST
PO BOX 1515
FOND DU LAC WI 54936-1515



**FOND DU LAC COUNTY - STATE OF WISCONSIN
PROPERTY TAX BILL FOR 2014
REAL ESTATE**

HALBUR, RAYMOND B
RAE NELL HALBUR

Parcel Number: T081518091400100
Bill Number: 266896

266896/T081518091400100
RAYMOND B HALBUR
RAE NELL HALBUR
W3704 STATE ROAD 23
FOND DU LAC WI 54937

Important: Be sure this description covers your property. Note that this description is for tax bill only and may not be a full legal description. See reverse side for important information.

Location of Property/Legal Description
Sec. 9, T15N, R18E
S9 T15N R18E NW 1/4 SE 1/4 EXC V266-600 & EXC CSM
#141-2-141 #1597-9-97 #7084-50-91
34.660 ACRES

Please inform treasurer of address changes.

ASSESSED VALUE LAND 23,900	ASSESSED VALUE IMPROVEMENTS 20,000	TOTAL ASSESSED VALUE 43,900	AVERAGE ASSMT. RATIO 1.054847704	NET ASSESSED VALUE RATE (Does NOT reflect credits) 0.01637623	NET PROPERTY TAX 656.72
ESTIMATED FAIR MARKET VALUE LAND See Reverse, Use Value Assessment	ESTIMATED FAIR MARKET VALUE IMPROVEMENTS	TOTAL ESTIMATED FAIR MARKET VALUE	<input type="checkbox"/> A star in this box means unpaid prior year taxes.	School taxes also reduced by school levy tax credit 65.00	
TAXING JURISDICTION	2013 EST. STATE AIDS ALLOCATED TAX DIST.	2014 EST. STATE AIDS ALLOCATED TAX DIST.	2013 NET TAX	2014 NET TAX	% TAX CHANGE
STATE OF WISCONSIN	0	0	6.99	7.06	1.0%
FOND DU LAC COUNTY	187,079	194,377	257.57	262.94	2.1%
TOWN OF EMPIRE	197,586	202,062	87.39	87.57	0.2%
FOND DU LAC SCHOOL	3,379,486	3,661,705	350.64	333.27	-5.0%
MORAINES PARK TECH	45,896	54,003	64.61	28.08	-56.5%
TOTAL	3,810,047	4,112,147	767.20	718.92	-6.3%
FIRST DOLLAR CREDIT			-64.50	-62.20	-3.6%
LOTTERY AND GAMING CREDIT			0.00	0.00	0.0%
NET PROPERTY TAX			702.70	656.72	-6.5%
PAY 1ST INSTALLMENT OF:	\$328.36	PAY 2ND INSTALLMENT OF:	\$328.36	PAY FULL AMOUNT OF:	\$656.72

TOTAL DUE: \$656.72
FOR FULL PAYMENT, PAY TO LOCAL
TREASURER BY:
JANUARY 31, 2015
Warning: If not paid by due dates,
installment option is lost and total tax is
delinquent subject to interest and, if
applicable, penalty.
Failure to pay on time. See reverse.

PAY 1ST INSTALLMENT OF: \$328.36

BY JANUARY 31, 2015

AMOUNT ENCLOSED _____

MAKE CHECK PAYABLE AND MAIL TO:

FOND DU LAC COUNTY TREASURER
160 SOUTH MACY ST
PO BOX 1515
FOND DU LAC WI 54936-1515

PIN# T081518091400100
HALBUR, RAYMOND B
BILL NUMBER: 266896



INCLUDE THIS STUB WITH YOUR PAYMENT

PAY 2ND INSTALLMENT OF: \$328.36

BY JULY 31, 2015

AMOUNT ENCLOSED _____

MAKE CHECK PAYABLE AND MAIL TO:

FOND DU LAC COUNTY TREASURER
160 SOUTH MACY STREET
P.O. BOX 1515
FOND DU LAC, WI 54936-1515

PIN# T081518091400100
HALBUR, RAYMOND B
BILL NUMBER: 266896



INCLUDE THIS STUB WITH YOUR PAYMENT

PAY FULL AMOUNT OF: \$656.72

BY JANUARY 31, 2015

AMOUNT ENCLOSED _____

MAKE CHECK PAYABLE AND MAIL TO:

FOND DU LAC COUNTY TREASURER
160 SOUTH MACY ST
PO BOX 1515
FOND DU LAC WI 54936-1515

PIN# T081518091400100
HALBUR, RAYMOND B
BILL NUMBER: 266896



INCLUDE THIS STUB WITH YOUR PAYMENT

Owner (s):

HALBUR, RAYMOND B
HALBUR, RAE NELL

Location:

NW-SE, Sect. 9, T15N, R18E

Mailing Address:

RAYMOND B HALBUR, RAE NELL HALBUR
W3704 STATE ROAD 23
FOND DU LAC, WI 54937

School District:

1862 - FOND DU LAC SCHOOL

Tax Parcel ID Number:

T08-15-18-09-14-001-00

Tax District:

20016-TOWN OF EMPIRE

Status:

Active

Acres:

34.6600

Description - Comments (Please see Documents tab below for related documents. For a complete legal description, see recorded document.):

S9 T15N R18E NW 1/4 SE 1/4 EXC V266-600 & EXC CSM #141-2-141 #1597-9-97 #7084-50-91

Site Address (es): *(Site address may not be verified and could be incorrect. DO NOT use the site address in lieu of legal description.)*

Description	Doc. #	Vol./Pg.	Type	LID #	Recorded	Geom. Exception	Imaging
AGREEMENT	1024924		ROD Document	7/9/2013	No	No	
DEED	923152		ROD Document	9/10/2008	No	No	
CERTIFIED SURVEY MAP	875550	50 / 91	ROD Document	7/7/2006	No	No	
WARRANTY DEED	812432		ROD Document	2/3/2004	No	No	
UNKNOWN		752 / 354	ROD Document		No	No	
QUIT CLAIM DEED		973 / 620	ROD Document		No	No	

NOTE: There may be other documents related to this parcel that are not shown here. For more information regarding document history, please contact the Register of Deeds office at (920) 929-3018.

Fond du Lac County, WI



Parcel Number	T08-15-18-09-14-001-00	Site Address	
Owner(s)	HALBUR, RAYMOND B; HALBUR, RAE NELL	All Addresses	All Addresses
Mailing Address 1	W3704 STATE ROAD 23	Municipality Code	20016
Mailing Address 2		Municipality	TOWN OF EMPIRE
Mailing City	FOND DU LAC	Acres	34.6600
Mailing State	WI	Legal Description	Refer to the source document for actual legal description. S9 T15N R18E NW 1/4 SE 1/4 EXC V266-600 & EXC CSM #141-2-141 #1597-9-97 #7084-50-91
Mailing Zip	54937		

Disclaimer: The information displayed on this map was obtained from the Fond du Lac County Geographic Information System (GIS) and is intended to be used as a reference only. Fond du Lac County assumes no liability for the accuracy of this map or any use or misuse of its content. If you discover any discrepancies on this map please contact the Land Information Department.

Map Scale
1 inch = 322 feet
 3/25/2015

30/1
DOC# 1024924

Recorded
July 09, 2013 10:58 AM

Document Number

**WELL RIGHTS AND
ELECTRICITY AGREEMENT**

This Well Rights and Electricity Agreement (the "Agreement"), effective upon execution by all parties, is by and between Raymond B. Halbur and Rae Nell Halbur (collectively, the "Grantors"), and the Bernard H. and Katherine R. Halbur Living Grantees, dated March 22, 2001 and any amendments thereto (collectively, the "Grantees").

James M. Krebs

JAMES M KREBS
REGISTER OF DEEDS
FOND DU LAC COUNTY
Fee Amount: \$30.00

A. Grantors Property. The Grantors own the following described real estate (the "Grantors Property"):

Return to:

Twohig Rietbrock Schneider & Halbach S.C.
102 N. Madison Street
Chilton, WI 53014

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 pavements 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 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 PM 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

B. Grantees Property. The Grantees own the following described real estate, (the "Grantees Property"):

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 01:39 PM in Volume 50, Page 91, as Document No. 875550 and being a part of the Northwest Quarter of the Southeast Quarter of Section 9, Township 15 North, Range 18 East, Town of Empire, Fond du Lac County, Wisconsin.

C. Well. There is a well located on the Grantors Property which services the Grantees Property (the "Well"). The pressure tank and switches that service the Well are located in the basement of the residence located on the Grantees Property. The owner of the Grantees Property pays all electrical costs for the operation of the Well. There is a service line that runs from the Well to the Grantees Property and a service line that runs from the Grantees Property to the Grantors Property. The Grantors and the Grantees acknowledge and agree that the Grantors own the Well, all service lines, the pressure tank and all related parts and accessories of the Well. The Grantors and the Grantees have agreed to the mutual use of the Well under the terms and conditions of this Agreement as provided herein.

D. Electricity. Further, the electricity used to operate the Well and its components is connected to the electrical meter which also services the residence located on the Grantees Property. The parties desire to enter this Agreement to provide for the allocation of electrical charges.

Now, therefore, in consideration of the above Recitals and the mutual covenants of this Agreement and other consideration which is deemed sufficient by the parties and received, the parties agree as follows:

SECTION 1: GRANT OF WELL RIGHTS AND EASEMENT

1.1 Grant of Rights by Grantors. The Grantors hereby grant to the Grantees the non-exclusive right and authority to pump or otherwise draw water, for residential purposes only from the Well and an easement to maintain a service line that runs from the Well to the Grantees Property in the location where such service line is currently located.

1.2 Grant of Rights by Grantees. The Grantees hereby grant to the Grantors the non-exclusive right and authority to run water from the Well through the pressure tank located in the basement of the residence located on the Grantees Property and an easement to run a service line from the pressure tank located in the basement of the residence located on the Grantees Property to the Grantors Property.

SECTION 2: RESPONSIBILITIES

2.1 Responsibilities. Except as otherwise provided herein, during the term of this Well Rights Agreement: (1) The Grantors shall pay the costs of maintaining and repairing the Well, the pressure tank and all related parts and accessories to operate the Well; (2) The Grantors shall pay the costs of maintaining, repairing and replacing the service line that runs from the Well to the pressure tank located in the basement of the Residence located on the Grantees Property and shall be responsible for returning the affected properties to their prior condition following any work performed on such service line; (3) The Grantors shall be solely responsible for maintaining, repairing and replacing the service line that runs from the pressure tank located in the basement of the Grantees Property to the Grantors Property and shall be responsible for returning the Grantees Property to its prior condition following any work performed on the such service line; (4) Since the Grantors are responsible for all such costs as provided herein, the Grantors shall have the sole right to perform such work themselves and the sole right to determine which third party contractors to hire; (5) the Grantees agree to accept the Well in its

current condition on an "AS IS" basis and acknowledge and agree that the Grantors have not made any warranties as to the condition of the Well; and (6) the Grantors agree to accept the pressure tank located in the basement of the residence located on the Grantees Property in its current condition on an "AS IS" basis.

Notwithstanding the foregoing, in the event that the Grantors no longer maintain livestock on the Grantors Property, the Grantors shall have the right upon reasonable notice to the Grantees to have the parties agree on a new reasonable and fair allocation of the costs of maintaining and repairing such Well, pressure tank and its components. In the event the parties are unable to agree on such allocation, an independent third party selected by the agreement of the parties shall make such allocation.

2.2 Electricity. Currently, the electricity used to operate the Well and its components is connected to the electrical meter which also services the residence located on the Grantees Property. In exchange for the granting of this easement under this Agreement, the Grantors and the Grantees agree that the Grantees shall pay all electrical charges for such pressure tank, including but not limited to all electrical charges related to the use of the Well, pressure tank and related components by the Grantors.

SECITON 3: TERMINATION AND WELL REPLACEMENT

In the event that the well requires replacement, this Agreement shall immediately terminate. At such time, the parties can elect to each install their own wells or agree to extend this Agreement as it relates to such new well or to enter into a new agreement regarding such use of such new well.

SECTION 4: BINDING EFFECT

It is intended that the rights and easements provided in this Agreement shall run with the Grantees Property and the Grantors Property. This Agreement shall be binding upon and benefit the respective parties, their heirs, personal representatives and assigns. In other words, in the event that either the Grantors or the Grantees sell or otherwise transfer their respective properties, this Agreement shall continue and be binding up such subsequent owners of the respective properties at the terms and conditions as provided herein.

(Signatures on following page.)

In witness whereof, the parties have executed this Agreement on the date below their respective signatures.

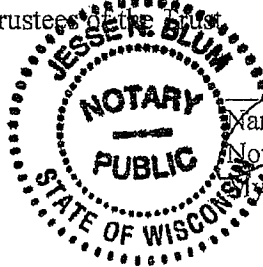
Bernard H. Halbur and Katherine R. Halbur Living Trust, dated March 22, 2001

By: Bernard H. Halbur Trustee Raymond B. Halbur
Bernard H. Halbur, Trustee Raymond B. Halbur
Dated: 6-27-2013 Dated: 6-27-13

By: Katherine R. Halbur Trustee Rae Nell Halbur
Katherine R. Halbur, Trustee Rae Nell Halbur
Dated: 6-27-2013 Dated: 6-27-13

STATE OF WISCONSIN)
)ss
COUNTY OF Fond Du Lac

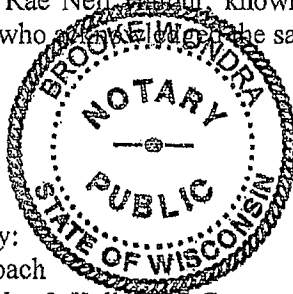
Personally came before me this 27th day of June, 2013, Bernard H. Halbur and Katherine R. Halbur, known to me to be the persons who executed the foregoing instrument and who acknowledged that they are the trustees of the Bernard H. Halbur and Katherine R. Halbur Living Trust, dated March 22, 2001, (the "Trust") that they executed the above instrument in their capacities as trustees of the above Trust and that they have executed the above instrument in their capacities as trustees of the above Trust.



Jesse N. Blum
Name: JESSE N. BLUM
Notary Public, Fond Du Lac County, WI
My commission expires: 12/11/16

STATE OF WISCONSIN)
)ss
COUNTY OF Fond du Lac

Personally came before me this 27th day of June, 2013, the above named Raymond B. Halbur and Rae Nell Halbur, known to me to be the persons who executed the foregoing instrument and who acknowledged the same.



Brooke Wondra
Name: Brooke Wondra
Notary Public, Fond du Lac County, WI
My commission expires: 9/14/14

This Agreement drafted by:
Attorney Timothy R. Halbach
Twohig Rietbrock Schneider & Halbach S.C.
102 North Madison Street
Chilton, WI 53014