Cover page for:

# Preliminary Title Insurance Schedules (with copies of recorded exceptions)

Preliminary title insurance schedules prepared by:

## **Midwest Title Corporation**

(File Number: 18230T)

# **Auction Tract 4**

(Grant County, Wisconsin)

For November 17, 2021 auction to be conducted by:

Schrader Real Estate and Auction Company, Inc.

On behalf of:

Steven Bollant and Delores Bollant, Bollant Farms, Inc., and Thomas Bollant and Annette Bollant

### COMMITMENT FOR TITLE INSURANCE

# Issued By THIS IS NOT A TITLE INSURANCE COMMITMENT

### Transaction Identification Data for reference only:

Issuing Agent: Josee Withey

Issuing Office: Midwest Title Corporation Issuing Office's ALTA® Registry ID: 0003102

Commitment No.: 18230T Issuing Office File No.: 18230T

Property Address: 1268 Ebenezer Road, Montfort, WI 53569

### **SCHEDULE A**

1. Commitment Date: October 1, 2021 at 08:00 AM

- 2. Policy to be issued:
  - a. ALTA Owners Policy (06/17/06)
     Proposed Insured: To Be Determined

Proposed Policy Amount: TBD

- 3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
- 4. The Title is, at the Commitment Date, vested in:

Steven Bollant, a 1/3 interest and Steven Bollant and Delores Bollant, husband and wife, a 2/3 interest

5. The Land is described as follows:

See Schedule C attached hereto

Midwest Title Corporation

THIS IS NOT A TITLE INSURANCE COMMITMENT

By: Marie-Josee R. Withey

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by This is Not a Title Insurance Commitment. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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### COMMITMENT FOR TITLE INSURANCE

# Issued By THIS IS NOT A TITLE INSURANCE COMMITMENT

### SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

- 1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- 2. Pay the agreed amount for the estate or interest to be insured.
- 3. Pay the premiums, fees, and charges for the Policy to the Company.
- 4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
- 5. Warranty Deed from Steven Bollant, a 1/3 interest and Steven Bollant and Delores Bollant, husband and wife, a 2/3 interest conveying fee simple title to To Be Determined.
  - NOTE: The warranty deed required herein should either designate the property as non-homestead, identify the grantor as single, or be joined in by the grantor's spouse.
- 6. Release of record of insured premises from the lien of Mortgage from Bollant Farms, Inc., A Wisconsin Corporation; and Steven W. Bollant (a/k/a Steven Bollant) and Delores M. Bollant (a/k/a Delores Bollant), husband and wife to Compeer Financial, PCA, dated July 24, 2020 and recorded in Document No. 812348 on July 27, 2020, in the original amount of \$
- 7. Release of record of insured premises from the lien of Mortgage from Bollant Farms, Inc., A Wisconsin Corporation; and Steven W. Bollant (a/k/a Steven Bollant) and Delores M. Bollant (a/k/a Delores Bollant), husband and wife to Compeer Financial, FLCA, dated July 24, 2020 and recorded in Document No. 812368 on July 27, 2020, in the original amount of \$
- 8. Satisfactory disposition of all adverse matters disclosed by a search of the records in the name of the purchaser. Payment of additional premium upon establishment of sale price. The Company may make other requirements and/or exceptions upon the review of the proposed documents creating the estate or interest to be insured.
- 9. The enclosed Owner's Affidavit must be completed, executed, notarized and returned.

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### SCHEDULE B

(Continued)

# SCHEDULE B, PART II Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- 1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I Requirements are met.
  - NOTE: Exception a of Schedule B-2 will be removed only if a gap endorsement is attached to this commitment and the requirements for the issuance of gap coverage as described in the endorsement are met, including the payment of the premium.
- 2. Easements or claims of easements not shown by the public records.
- 3. General taxes for the 2021 and subsequent years.
- 4. Special taxes or assessments, if any, payable with the taxes levied or to be levied for the current and subsequent years.
  - NOTE: Exception 4 of Schedule B-2 will be removed only if the Company receives written evidence from the municipality that there are no special assessments against the Land, or that all such items have been paid in full.
- 5. Rights or claims of parties in possession not shown by the public records.
  - NOTE: Exception 5 of Schedule B-2 will be removed only if the Company receives a Construction Work and Tenants Affidavit on a form prepared by the Company. If the affidavit shows that there are tenants, Exception 5 will be replaced by an exception for the rights of the tenants disclosed by the Affidavit.
- 6. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
  - NOTE: Exceptions 2 and 6 of Schedule B-2 will be removed only if the Company receives an original survey which (i) has a current date, (ii) is satisfactory to the Company, and (iii) complies with current ALTA/ACSM Minimum Survey Standards or Wisconsin Administrative Code Chapter AE-7 together with the certification agreed on between the Wisconsin Land Title Association and the Wisconsin Society of

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### SCHEDULE B

(Continued)

Land Surveyors on April 1, 1974. If the survey shows matters, which affect the title to the property, Exceptions b and f will be replaced by exceptions describing those matters.

7. Liens, hook-up charges or fees, deferred charges, reserve capacity assessments, impact fees, or other charges or fees due and payable on the development or improvement of the Land, whether assessed or charged before or after the Date of Policy.

The company assures the priority of the lien of the insured mortgage over any such lien, charge or fee.

NOTE: Exception 7 of Schedule B-2 will be removed only if the Company receives (1) written evidence from the municipality that there are no deferred charges, hookup fees, or other fees or charges attaching to the property; (2) evidence that the Land contains a completed building; and (3) statement showing that the Land has a water and sewer use account. If the Land is vacant, this exception will not be removed.

- 8. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
  - NOTE: Contact the Company for information on the deletion of this exception.
- 9. 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 road or highway purposes.
- 10. Easement granted to Grant County Cooperative Rural Electric Association, by instrument dated January 6, 1938, and recorded in Volume 1 of Rural Electric Easements, page 247 on October 12, 1938.
- 11. Right of Way Authorization granted to General Telephone Company of Wisconsin, by instrument dated April 17, 1973, and recorded in Volume 487 of Records, page 457 on May 15, 1973.
  - Said easement was assigned to CenturyTel of Central Wisconsin, LLC, successor to CenturyTel, Inc., by instrument recorded in Volume 859 of Records, page 940 on November 8, 2000.
- 12. Memorandum of Wind Energy Lease and Easement Agreement between Steven Bollant and Thomas Bollant, partners d/b/a Bollant Farm Partnership and Red Barn Energy, LLC, dated January 17, 2018 and recorded in Document No. 791900 on January 22, 2018. Said Agreement subject to the following documents:
  - Memorandum of Amendment of Wind Energy Lease and Easement Agreement dated March 28, 2019 and recorded in Document No. 801133 on April 15, 2019;
  - Memorandum of Amendment of Wind Energy Lease and Easement Agreement dated May 1, 2019 and recorded in Document No. 801942 on May 20, 2019; and
  - Nondisturbance and Attorney Agreement dated December 30, 2020 and recorded in Document No. 817699 on January 28, 2021.
- 13. Terms, conditions and provisions of Manure Easement by and between Thomas J. and Annette J. Bollant, husband and wife, and Steve and Delores Bollant, husband and wife, and Bollant Farms, Inc., dated

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### **SCHEDULE B**

(Continued)

August 3, 2018 and recorded in Document No. 796280 on August 7, 2018.

- 14. Possible lien or reassessment pursuant to Section 74.485 Wis. Stats. for conversion of the land's use from agricultural.
- 15. Any neighboring rights, interests or claims which may exist as a result of fenceline placement.
- 16. Right of tenant(s) under crop lease(s), whether recorded or unrecorded.

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### COMMITMENT FOR TITLE INSURANCE

# Issued By THIS IS NOT A TITLE INSURANCE COMMITMENT

### **SCHEDULE C**

The Land is described as follows:

The Southwest Quarter (S.W.1/4) of the Northwest Quarter (N.W.1/4) of Section Thirty-four (34), Township Six (6) North, Range One (1) West of the 4th P.M., Town of Wingville, Grant County, Wisconsin.

The following is being provided for informational purposes only:

Parcel ID No.: 062-00710-0000

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NUMBER :

107479

RIGHT OF WAY EASEMENT FOR RURAL ELECTRIC LINE

Branch LincA-2 & M-2 Essement No.24. & .. 23. GRANT COUNTY COOPERATIVE RURAL ELECTRIC ASSOCIATION

KNOW ALL MEN BY THESE PRESENTS:

Tu	AT	lhomas	Middleton	ainsle.	Della Mi	ddleton,	METY =100	Leton, e	ng Anna	

Middleton.
in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, the receipt of which is hereby acknowledged, do(es) hereby grant, warrant and convey unto the
GRANT COUNTY COOPERATIVE RURAL ELECTRIC ASSOCIATION

GRANT COUNTY COOPERATIVE RURAL ELECTRIC ASSOCIATION

GRANT COUNTY COOPERATIVE RURAL ELECTRIC ASSOCIATION

its successors and assigns, the right, privilege and exament forever to enter upon the property hereinslater described and, from time to time, to construct, operato, maintain, service, repair, remove, relocate and reconstruct, upon said property. a line or lines for the transmission or distribution of electric energy, and also telephone and telegraph lines, including all necessary or convenient poles, wires, ground connections, and fatures, together with all rights and privileges reasonably necessary or convenient for the full enjoyment or use of said lines, including the right to trim, cut and keep clear all trees, limbs and undergrowth along said lines and all trees adjacent thereto that may, in any way, endanger the proper operation of the same, and the right to enter over adjoining lands of the grantors for the purpose of exercising the rights and privileges herein granted.

The house stiends are seen to the Countries of Missonsia, in described as follows:

The above-mentioned property in the County of Grant, State of Wisconsin, is described as follows:

East half (E 1/2) of the North East quarter (N E 1/4) of Section thirty-three (33), Township 6 North, Range 1 West, (T 6 N h 1 W) all in the township of Wingville.

West half (W 1/2) of the sorthwest (uerter (N W 1/4), less three-fourths acre (3/4 a.) on the North end, of Section thirty-four, (34), Township 6 North, Kange 1 West, (T 6 M h 1 W) all in the township of Wingville.

### E1/2-NE-33-6-1 W1/2-NW-34-6-1

•	only to the following delinquent taxes, mortgages, liens, or encumbrances
This conveyance shall be binding upon the heirs, represents	lives, assigns and grantees of the grantor.
WITNESS THE HANDS AND SHALE of the Grantors (and the	lien(s) as to said premises above described, consent to said easement free and clear of said lien(s).  Re person(s), if any, joining in and consenting to this easement) this
day of January 19 38	
-In the Presence-of:-	Thomas Middleton (Seat)
Robert L. Uppena	Lells Middleton (Seal)
Robert L. Uppens	Mary Middleton (Smal)
Henry J belscamper.	Anna Middleton (Seal)
STATE OF WISCONSIN.  COUNTY OF GRANT  the above named Thomas middleton single p	ımebefore me this
Middleton a single person Anna Middle	
to me known to be the personwho executed the foregoing	instrument and acknowledged the same.
STATE OF WISCONSIN, COUNTY OF GRANT  Personally of the above named.	Henry J Belscamper.  Notary Public, Grant County, Wisconsin  My Commission Expires NOVEMber & 19.41.  me before me this day of A. D., 19
to me known to be the personwho executed the foregoing	instrument and acknowledged the same.
Received for Record this 12th day of ]	
Oct. A. D., 1938, at 9 o'clock A. M. M. Ethol Utt. Register of Deeds.	Notary Public, Grant County, Wisconcia My Commission Expirea

### 436520

	G.T. WIS.	RIGHT-OF-W	AY AUTHORIZATION		M-211 (Rev. 1-68)
	R.C. No. 7230 Exchange 0523 Montfort	Line No		Easement No	1049
	In consideration of the sum of One DOLLARS (\$ / 3) the unders grant and convey unto the GENER clusive right of way and easement to pla sociated appliances such as conduits, m grantor in the Tokn of Wingvi	signed, for <u>tr</u> IAL TELEPHON ace, replace, ma narker posts and	IEM sel VES , IN IE COMPANY OF WISCO lintain or remove an unde I pressure alarm apparatu	BIT heirs, succes NSIN, its successor rground cable teleph s, on and through co	s and assigns, an ex- lone line, including as-
A gt	rip of land one (1) rod wid	de lying No	rth of parallel	with and abutt	ing the right-of-way
of E	benezer Road and being a pa	rt of (1)	the SW3 of the N	√ <sup>1</sup> / <sub>2</sub> of Sec 3/4 a	and (2) the $SE^{\frac{1}{4}}$
	he NE 4 of Sec. 33 ;All bein				
	This grant includes the right, on and the ditional underground cable telephone line line to be initially installed hereunder, in the discount of the discount	es, together wit it 1000000000	h associated appliances,	subsequent to the p	lacing of the telephone
	This grant likewise includes the right the rights herein granted; the right to income where such fence crosses the route of sacontrol the future growth of attraces and rights herein granted.	aid telephone lii	o make a temporary openine or lines; and the right	ng in any fence on a to cut down and, by	aid lands at the point continued cutting, to
	The rights herein granted may be assign				
	The grantor S for them sel Yes on said lands that would interfere with the or lines and associated appliances.	their he he installation.	eirs, successors and assi replacement, maintenanc	gns, covenantno e or removal hereund	t to erect any structure ler of said telephone line
	The grantee, for itself, its successors and other physical damage done to the proof of the exercise by it of the rights her	roperty of the gr	ovenants that it will pay antor <u>S</u> , their heirs.	the reasonable values successors and assi	e of any crops destroyed gns, arising at any time
			·		
	Signed this 17th day of April WITNESS:	19_73	Milliam Snothy	Land Owner Wil	lan S(SEAL) lliam F. Bollant Jr. othy Am. M. Bollant
;	State of Wisconsin )	<b>CC</b>			
	County of Grant	33			
	Personally appeared before me this		known to be the person	3 William F. B who executed the	
	(Register of Deeds Stamp)				
				( poher	- elung
	GRANT COUNTY, WIS RECEIVED FOR RECORD  May 15-1973  at 4:20 P. M. and recorded in Vol. 487 of Records Page 45  Marian 2: Stury Register	n	By O.Robert Ei	ted By LEPHONE COMPAN Chorst E07-233-3	ert Eichorst 4/17 19 77  IV OF NISCONSIN
,			LVOL 40	7 PAGE 457	The section of the se

VCL 859 PAGE 940

623395

GRANT COUNTY, WI RECEIVED FOR RECORD

NOV 8 - 2000

Vol. 859 of Records Page 940

1040000

Record in Grant County, Wisconsin

SPACE ABOVE THIS LINE FOR RECORDER

ASSIGNMENT AND ASSUMPTION OF RECORDED EASEMENTS, LICENSES AND RIGHT OF WAY AGREEMENTS

After recording return to: Stewart Title Guaranty Company 1980 Post Oak Boulevard, Suite 610 Houston, TX 77056

This Assignment and Assumption of Recorded Easements, Licenses and Right of Way Agreements is made and entered into effective as of the 29<sup>th</sup> day of September, 2000 by and between CenturyTel of Central Wisconsin, LLC, successor to CenturyTel, Inc. ("Buyer"), with address of 100 Century Park Drive, Monroe, Louisiana, and Verizon North Inc., formerly GTE North Incorporated ("Seller") with address of 600 Hidden Ridge, Irving, Texas.

WHEREAS, Seller and CenturyTel, Inc. entered into that certain Asset Purchase Agreement dated October 11, 1999 (the "Asset Purchase Agreement"); and

WHEREAS, this Assignment and Assumption of Recorded Easements, Licenses and Right of Way Agreements is being executed and delivered in order to complete the transfer to Buyer of certain recorded Real Property Interests, specifically easements, licenses and right of way agreements and the assumption by Buyer of certain obligations and liabilities related to the easements, licenses and right of way agreements; and

WHEREAS, terms which are used in this Agreement but not otherwise defined herein shall have the same meanings ascribed to such terms in the Asset Purchase Agreement.

This instrument was prepared by: Verizon North Inc., 600 Hidden Ridge, Mailcode HQE02J44, Irving, TX 75038, Attn: Steve White, 972/718-0487.

NOW THEREFORE, for and in consideration of the obligations of the parties under the Asset Purchase Agreement, Seller and Buyer do agree as follows:

- Assignment of Real Property Interests. Seller does hereby transfer, convey and assign to Buyer all its right, title and interest in and to the recorded easements, licenses and right of way agreements which are a part of Real Property Interests, which are described more particularly on Exhibit A attached hereto ("Recorded Easements, Licenses and Right of Way Agreements").
- Assumption of Obligations. Buyer shall and does hereby assume and agree to pay, perform and discharge when due the obligations of Seller with respect to the Recorded Easements, Licenses and Right of Way Agreements, specified as "Assumed Liabilities" in the Asset Purchase Agreement.

623395

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Closing Date, in accordance with the terms and conditions of the Asset Purchase Agreement

· ·
SELLER:
By: William M. Edwards, III Vice President - Property Repositioning
ACKNOWLEDGMENT
State of TEXAS )
County of DALLAS )
Personally came before me this 24th day of Septembry, 2000, the above named William M. Edwards, III to me known to be the person who executed the foregoing instrument and acknowledged the same.  Notary's Printed Name: Stephen Gene White Notary Public, in and for the State of Texas My Commission expires: October 13, 2002
BUYER:
CENTURYTEL OF CENTRAL WISCONSIN, LLC
By: Stacey W. Goff Vice President and Assistant General Counsel
ACKNOWLEDGMENT
State of TEXAS )
County of DALLAS )
Personally came before me this 24/h day of 5000, the above named Stacey W. Goff to me known to be the person who executed the foregoing instrument and acknowledged the same.
Notary's Printed Name: Stephen Gene White Notary Public, in and for the State of Texas My Commission expires: October 13, 2002  STEPHEN GENE WANTE MY COMMISSION EXPIRES October 13, 2002

# Recorded Easements, Licenses and Right of Way Agreements Exhibit A

	6	23395		"AOF 908"	PAGE 343
Recorded 8/2/49, Book 283, Page 287) Grant County, Wisconsin.	Recorded 8/2/49, Book 283, Page 288, Grant County, Wisconsin.	Recorded 8/2/49, Book (283) Page (295) Grant County. Wisconsin.	Recorded 8/2/49, Book 283, Page 294, Grant County, Wisconsin.	Recorded 7/9/70, Book(458, Page (696, Carant County, Wisconsin.	Recorded 8/2/49, Book 283, Page 291, Grant County, Wisconsin.
The E 100', N 170', NE 1/4, SE 1/4, Sec 25, T-6N, R-1W, Grant County, Wisconsin.	the E 1/2, SE 1/4, Sec 25, Tt-6N, R-1W, Grant County, Wisconsin.	The E 1-', S 147', N 323', NE 1/4, SE 1/4, Sec 25, T-6N, R-1W, Grant County, Wisconsin.	The E 1/2, NE 1/4, Sec 36, T-6N, R-1W, Grant County, Wisconsin.	2 rods parallel to the Row across parcel of land as part of the SW 1/4, SW 1/4, Sec 4, T-5N, R-2W, Grant County, Wisconsin.	The E 1/2, SE 1/4, and the S 28 rods, SE 1/4, NE 1/4, Sec 1, T-5N, R-1W, Grant County, Wisconsin.
GTE North Incorporated	GTE North Incorporated	GTE North Incorporated	GTE North Incorporated	GTE North Incorporated	Wisconsin Telephone Company
John Chaney and Mary Chaney	Russell A. Cook and Mona A. Gook	Bert A. Cook and Frankle B. Cook	Phil Spoerley	David Allen and Edna Allen	Roy Simpson
Right of Way	Right of Way	Right of Way	Right of Way	Right of Way	Right of Way
WS-14-0024 Monifort	WS-14-0025 Montfort	WS-14-0026 Montfort	WS-14-0027 Montfort	WS-14-0037 Shullsburg	WS-14-0109
	Right of Way John Chaney and Mary GTE North Incorporated The E 100', N 170', NE 1/4, Sec 25, T-6N, Chaney Chaney	Right of Way John Chaney and Mary GTE North Incorporated The E 100', N 170', NE 1/4, Sec 25, T-6N, Recorded 8/2/49, Chaney Chaney Chaney Chaney Rail County, Wisconsin.  Right of Way Russell A. Cook and GTE North Incorporated the E 1/2, SE 1/4, Sec 25, Tt-6N, R-1W, Grant Recorded 8/2/49, Gounty, Wisconsin.  Right of Way Russell A. Cook and GTE North Incorporated the E 1/2, SE 1/4, Sec 25, Tt-6N, R-1W, Grant Recorded 8/2/49, Grant County, Wisconsin.	Right of Way John Chaney and Mary GTE North Incorporated Chaney  Right of Way Russell A. Cook and GTE North Incorporated County, Wisconsin.  Right of Way Bert A. Cook and GTE North Incorporated Frankle B. Cook  Right of Way Bert A. Cook and GTE North Incorporated The E 112, SE 1/4, Sec 25, Tt-6N, R-1W, Grant County, Wisconsin.  Right of Way Bert A. Cook and GTE North Incorporated The E 1-7, S 147, N 323; NE 1/4, Sec 25, Recorded 8/2/49, Wisconsin.  Right of Way Bert A. Cook and GTE North Incorporated The E 1-7, S 147, N 323; NE 1/4, Sec 25, Recorded 8/2/49, Grant County, Wisconsin.  Right of Way Right of Way Right of Way Frankle B. Cook  Right of Way Right of Way Right of Way Frankle B. Cook  Right of Way Right	Right of Way John Chaney and Mary GTE North Incorporated Chaney Bert A. Cook and GTE North Incorporated GTE North Incorporated The E 1/2, SE 1/4, Sec 25, Tt-6N, R-1W, Grant County, Wisconsin.  Right of Way Bert A. Cook and GTE North Incorporated The E 1-2, S 147*, N 323*, NE 1/4, Sec 25, Recorded 8/2/49, Wisconsin.  Right of Way Phil Spoerfey GTE North Incorporated The E 1-2, S 147*, N 323*, NE 1/4, Sec 25, Recorded 8/2/49, Wisconsin.  Right of Way Phil Spoerfey GTE North Incorporated The E 1-2, S 147*, N 323*, NE 1/4, Sec 25, Recorded 8/2/49, Wisconsin.  Right of Way Phil Spoerfey GTE North Incorporated The E 1/2, NE 1/4, Sec 36, T-6N, R-1W, Grant Recorded 8/2/49, Wisconsin.  Right of Way Phil Spoerfey GTE North Incorporated County, Wisconsin.  Right of Way Phil Spoerfey GTE North Incorporated The E 1/2, NE 1/4, Sec 36, T-6N, R-1W, Grant Recorded 8/2/49, Wisconsin.  Right of Way Phil Spoerfey GTE North Incorporated The E 1/2, NE 1/4, Sec 36, T-6N, R-1W, Grant Recorded 8/2/49, Grant County, Wisconsin.  Wisconsin.  Wisconsin.  Wisconsin.  County, Wisconsin.  Wisconsin.	Right of Way Chaney and Mary GTE North Incorporated The E 100*, N 170*, NE 114, Sec 25, T-6N, Recorded 8/244, Sec 25, T-6N, R-1W, Grant County, Wisconsin.  Right of Way Russell A. Cook and GTE North Incorporated The E 1-2, S 147*, N 323*, NE 114, Sec 25, T-6N, R-1W, Grant County, Wisconsin.  Right of Way Phil Spoerley GTE North Incorporated The E 1/2, NE 114, Sec 36, T-6N, R-1W, Grant Book 283, Page 288.  Frankle B. Cook GTE North Incorporated The E 1/2, NE 114, Sec 36, T-6N, R-1W, Grant Book 283, Page 284.  Right of Way Phil Spoerley GTE North Incorporated The E 1/2, NE 114, Sec 36, T-6N, R-1W, Grant Book 283, Page 284.  Right of Way David Allen and Edna GTE North Incorporated The SW 114, SW 114, Sec 4, T-5N, R-1W, Grant County, Wisconsin.  Right of Way David Allen and Edna GTE North Incorporated The SW 114, SW 114, Sec 4, T-5N, R-2W. Book(283, Page 284.  Grant County, Wisconsin.  Wisconsin.  Grant County, Wisconsin.  Wisconsin.  Grant County, Wisconsin.  Wisconsin.

Recording Information	Srant Recorded 8/2/49, Book 283) Page 289. Grant County, Wisconsin.	ec Recorded 8/2/49, Book_283, Page 288; Grant County, Wisconsin.		W of Recorded 107/82 (G. 4. Bookggg Page 848; Ch. Wisconsin.	ing Recorded 3/4/70, he Book 455, Page 98, N, Grant County, Wisconsin.	ad, Recorded 1077/82, CS N. Book (S83) Page (850) P. Wisconsin.
Property Description	The 51', W 1/2, Center line of the new Hwy, Grant County, Wisconsin.	The NE 1/4, SE 1/4, and the E 1/2, NE 1/4, Sec 12, T5N, R1W, Grant County, Wisconsin.	The 6 rods, SE 1/4, SE 1/4, Sec 12, and the E six rods, E 1/2, E 1/2, Sec 13, Grant County, Wisconsin,	Land 2 rods wide, parallel and abuting W ROW of County Line Road; being part of SE 1/4, SE 1/4, Section 1; Township 4N; Range 1W; Grant County, Wisconsin.	A strip of land 1 rod wide parallel to and abutting the S ROW of the Town road in the N 1/2 of the NW 1/4 of Section 3, Township 4N, Range 1W, Grant County, Wisconsin.	Strip of land, 2 rods wide, W ROW of town road, part of E 1/2, SE 144. Section 36, Township 5N, Range 1W, Town of Clifton; also E 1/2, NE 14 and NE 144, SE 1/4, Section 1, Township 4N, Range 1W, Town of Lima, all in Grant County, Wisconsin.
Grantee	Wisconsin Telephone Company	Wisconsin Telephone Company	Wisconsin Telephone Company	General Telephone Company of Wisconsin	General Telephone Company of Wisconsin	General Telephone Company of Wisconsin
Grantor	A. P. James	Elmer G. Biddick	Parland Andrew	Roger Wiederholt and Constance Wiederholt	Maynard Austin and wife, Margaret Austin	Neil T. Davis and wife, Betty Jane Davis
Contract Title	Right of Way	Right of Way	Right of Way	Individual Conveyance of Easement	Right of Way Authorization	Individual Conveyance of Easement
Control Exchange Number Name	WS-14-0110	WS-14-0111	WS-14-0112	WS-2-0001 Montfort	WS-2-0002 Montfort	WS-2-0003 Montfort

1			6233	95	.vol 8	859 PAGE <b>945</b>
Recording Information	Recorded 6/24/74, Book 497) Page 648, Grant County, Wisconsin.	Recorded 3/29/85, Book 609, Page 555, Grant-County, Wisconsin.	Recorded 3/23/73, Book 485 Page 182, Grant County, Wisconsin.	Recorded 3/13/91, Book 677, Page 269, Grant Godiny, Wisconsin.	Recorded 11/27/70, Sook 463, Page 111, Graft-Gasin, Wisconsin.	Recorded 03/29/95, Book 609, Pege 554, S Grant County, Wisconsin.
Property Description	A strip of land, 1 rod wide lying W of parallel with and abutting the road ROW of County Line Road and being part of E 1/2, NE 1/4 of Section 1, Township 4N, Range 1W, Town of Lima, Grant County, Wisconsin.	A strip of land 10' in width, lying Easterly and Southeasterly of Union Road and located in and being a part of the NW 1/4 of Section 5, Township 4N, Range 1W, Grant County, Wisconsin.	That part of the N 1/2 of the NW 1/4 lying South of Martinville Road and (2) the N 1/2 of the SW 1/4 of the NW 1/4, all being in Section 14, Township SN, Range 1W, Town of Clifton, Grant County, Wisconsin.	A strip of land 1 rod in width, the centerline of which shall be the first buried cable placed hereunder, being that part of the NE 1/4, NW 1/4 of the SE 1/4 of Section 24, Township 5N, Range 1W, lying East and Southerly of a drive, South of Park Street.	A strip of land 1 rod in width, the centerfine of which shall be the first buried cable placed hereunder, being that part of the NE 1/4, NW 1/4 of the SE 1/4 of Section 24, Township 5N, Range 1W, lying East and Southerly of a drive, South of Park Street.	A strip of land 10' in width lying Westerly of Union Road and being a part of that part of the SE 1/4, SW 1/4 of Section 32, Township 5N, Range 1W, Grant County, Wisconsin.
Grantee	General Telephone Company of Wisconsin	General Telephone Company of Wisconsin	General Telephone Company of Wisconsin	GTE North Incorporated	General Telephone Company of Wisconsin	General Telephone Company of Wisconsin
Grantor	Neil T. Davis and wife, Betty Davis	Roy E. Danz and wife, Ruth J. Fanz	Homer Yelinek and wife, Willard Yelinek	Homer M. Yelinak	Leonard Scott and wife, Agnes Scott	Duans W. Allen and wife, Bertha A. Allen
Contract Title	Right of Way Authorization	Individual Conveyance of Easement	Right of Way Authorization	Individual Conveyance of Easement	Right of Way Authorization	Individual Conveyance of Easement
Exchange Name	4 Montfort	5 Montfort	5 Montfort	7 Montfort	8 Montfort	9 Monifort
Control Number	WS-2-0004 Montfort	WS-2-0005 Monifort	WS-2-0006 Montfort	WS-2-0007 Montfort	WS-2-0008 Montfort	WS-2-0009 Montfort

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Recorded 9/2/69, Book 449, Pagg 66, Grant County, Wisconsin.	Recorded 5/15/73, Book 487, Page 45, Grant County, Wisconsin.			Recorded 6/19/72, Book 6/78, Page 79 Grant County, Wisconsin.	Recorded 5/15/73 Book 487, Page 490, Grant County, Wisconsin.
The NE 1/4 of the SE 1/4 and more particularly described in Vol. 301, Page 442 in the Records of the Register of Deeds, Grant County. All in Section 31, Township 5N, Range 1W, Grant County, Wisconsin.	1 rod wide W, abuting RW CTH # "D" pt. SE 1/4, SE 1/4; pt NE 1/4, SE 1/4 S Ridge Rd; (1) 1 rod wide S abuting RW Ridge Rd pt (1) N 1/2, SE 1/4; (2) E 1/2, NE 1/4, SW 1/4; 1 rod wide E, pt E 1/2, NE 1/4, SW 29, Twp 5N, Rge. 1 W, Grant County, WI	Land 1 rod, the centerline of which shall be the first buried cable placed hereunder, being that part of the NW 14 of NW 14 of Section 32, Township SN, Range 1W. Said cable lying N of New California Road, W of Hake School Road, Grant County, Wisconsin.	A strip of land 10' wide lying Westerly of Union Road and being a part of that part of the SW 1/4 of the SW 1/4 of Section 32, Township 5N, Range 1W, Grant County, Wisconsin.	A strip of land 2 rods wide lying Southwesterly of, parallel with and abutting CTH "E" being a part of the N 1/2 of the East 1/2 of the NE 1/4 of the SW 1/4 lying South of CTH "E", in Section 16, Township SN, Range 1/W, Grant County, Wisconsin.	A strip of land 1 rod wide lying N of, parallel with and abutting road R/W of CTH # 'E" and being part of (1) the SW 1/4 of the NE 1/4 and (2) the SE 1/4 of the NW 1/4; all being in Section 17, Township 5N, Range 1W, Grant County, Wisconsin,
General Telephone Company of Wisconsin	General Telephone Company of Wisconsin	GTE North Incorporated	General Telephone Company of Wisconsin	General Telephone Company of Wisconsin	General Telephone Company of Wisconsin
Will J. Allen and wife, Maude E. Allen	Will H. Allen Estate, Mrs. Raiph (Wilma) Reuter, Harriet Leighty, John W. Allen, Mable B. Atlen	Leonard G. Vosberg and wife, Luella T. Vosberg	Francis L. Vosberg	Francis Vosberg	Clifford Voigts and Horace Kles
Right of Way Authorization	Right of Way Authorization	Individual Conveyance of Easement	Individual Conveyance of Easement	Right of Way Authorization	Right of Way Authorization
) Montfort	Montfort	2 Montfort	3 Montfort	• Montfort	5 Montfort
WS-2-0010	WS-2-0011	WS-2-0012	WS-2-0018	WS-2-0014	WS-2-0015 Montfort
	Will J. Allen and wife, General Telephone The NE 1/4 of the SE 1/4 and more particularly Maude E. Allen Company of Wisconsin described in Vol. 301, Page 442 in the Records of the Records of the Register of Deeds, Grant County. All in Section 31, Township 5N, Range 1W, Grant County. Wisconsin.	Right of Way  Authorization  Right of Way  Will H. Allen Estate,  Ruthorization  Rude E. Allen  Company of Wisconsin  Right of Way  Will H. Allen Estate,  Authorization  Revier, Harriet Leighty, John W. Allen, Mabla  B. Allen  Right of Way  Will H. Allen Estate, John W. Allen, Mabla  See Tid Allen Estate, Authorization  Right of Way  Will H. Allen Estate, John W. Allen, Mabla  See Tid Allen Sevents of Wisconsin  Will Allen Sevents Tidephone Will Allen Sevents Tidephone  See Tid Allen Sevents Allen  Sevents Allen  Sevents Allen  Mando W. abutting RAW Ridge Rd pt (1) 1 rod  Wide S abutting RAW Ridge Rd pt (1) 1 rod  Wid	Right of Way Will J. Allen and wife.  Authorization Maude E. Allen Company of Wisconsin Maude E. Allen Company of Wisconsin Authorization Mrs. Relph (Wilma) Recorded 10 Vol. 301, Page 442 in the Records of Book 442 in the Records of Grant County, Wisconsin.  Right of Way Will H. Allen Estate, General Telephone Right of Way Will H. Allen Estate, Authorization Relich, Harriet Leighty, John W. Allen Bert Leighty.  B. Allen Conveyance of and wife, Luella T. Covered to the County, Wisconsin Wisconsin Conveyance of and wife, Luella T. Covered to the Nation Conveyance of and wife, Luella T. Covered to the Nation County, Wisconsin.  Right of Way Will H. Allen Estate, General Telephone Section 31, Township SN, Range 1W, Grant County, Wisconsin Conveyance of and wife, Luella T. Company of Wisconsin Conveyance of and wife, Luella T. Recorded 10/9397.  Right of Way Will H. Allen Estate, General Telephone Section 31, Township SN, Range 11W, Grant County, Wisconsin Conveyance of and wife, Luella T. Recorded 10/9397.  Right of Way Will H. Allen Estate, General Telephone Section 31, Township SN, Range 11W, Grant County, Wisconsin Conveyance of and wife, Luella T. Recorded 10/9397.  Right of Way Will H. Allen Estate General Telephone Section 32, Township SN, Range 11W, Sec 29, Twp SN, Rge. 1W, Sec 29, Twp SN, R	Right of Way Authorization Audde E. Allen Authorization Right of Way Will H. Allen Estate, Authorization Marconsin Right of Way Will H. Allen Estate, Authorization Mrs. Raph (Wilma) Reuter, Harriet Leighty, John W. Allen, Mable Resement Leonard G. Vosberg Conveyance of and wife, Luella T. Easement Individual Francis L. Vosberg Conveyance of Easement Francis L. Vosberg Conveyance of Easement Francis L. Vosberg Conveyance of Easement Francis L. Vosberg Company of Wisconsin Right of Way Will H. Allen Estate, Company of Wisconsin Recurs, Harriet Leighty, John W. Allen, Mable Recurs Harriet County, Wilsconsin. Recurs Harriet County, Wilsconsin. Recurs Harriet County, Wilsconsin. Resement Resement Resement Recurs Harriet County, Wilsconsin. Recurs Harriet County, Wilsconsin County, Wilsconsin.	Right of Way Will J. Allen and wife. General Telephone Authorization Maude E. Allen Company of Wisconsin Authorization Maude E. Allen General Telephone Right of Way Will H. Allen Estate, General Telephone Right of Way Will H. Allen Estate, General Telephone Right of Way Will H. Allen Estate, General Telephone Right of Way Will H. Allen Estate, General Telephone Section 31, Township 5N, Range 1W, Grant County, Wisconsin Reduce E. pi E. Allen County, Wisconsin Reduce E. pi E. Allen General Telephone Section 31, Township 5N, Range 1W, Grant County, Wisconsin General Telephone Grant County, Wisconsin Grant County,

				6233	95	. VOL 85	9 PAGE 947
Recording	Information	Recorded 5/15/73. Book/482. Page 479. Grant County. Wisconsin.	Recorded (1/27/70, Book (63, Page 108, Grant County, Wisconsin.	Recorded 5/15/73 Book 487, Page 480.) Grant County, Wisconsin.	Recorded 6/19/72. Book 478, Page 795.) Grant County, Wisconstn.	Recorded 5/15/73, Book 487, Page 478, Grant County, Wisconsin.	Recorded 3/23/73. Book (866 Page (170). Grant County, Wisconsin.
	Property Description	Land 2 rods wide parallel & adjacent to Easterfy RW of a town road, located on land which is part of the S 1/2 of NW 1/4 of Section 18, except part platted for Village of Annaton. Being in Township SN, Range 1W, 4th P.M., Grant County, Wisconsin.	2 rods wide parallel & adjacent to the Easterly R/W of a town road, part of S 1/2, NW 1/4 of Section 16, except part platted for the Village of Annaton. Being in Township 5N, Range 1W of the 4th P.M., Grant County, Wisconsin	1 rod wide lying S parallel and abuting the road RW of CTH # "E", part of N 1/2, of N 1/2 of SE 1/4, Section 18, Township 5N, Range 1W; and 1 rod wide, part of N 1/2 of SW 1/4 of Section 18, Township 5N, Range 1W, Grant County, Wisconsin.	A strip of land 2 rods wide lying South of, parallel with and abutting CTH 'E", being part of N 1/2 of the NW 1/4 of the NE 1/4 of Section 23. Township 5N, Range 1W, Grant County, Wisconsin.	A strip of land 1 rod wide lying North of parallel with and abuting the road RW of CTH # "E" and being a part of the SW 1/4 of the NW 1/4, Section 17, Township 5N, Range 1W, Grant County, Wisconsin.	A strip of land 1 rod wide lying North of parallel with and abutting the R/W of Clifton Road and being a part of the SE 1/4 of the SE 1/4. Section 34, Township SN, Range 1/W, Grant County, Wisconsin.
Grantoo	Grantee	General Telephone Company of Wisconsin	General Telephone Company of Wisconstn	General Telephone Company of Wisconsin	General Telephone Company of Wisconsin	General Telephone Company of Wisconsin	General Telephone Company of Wisconsin
	Grantor	Grant Loy and wife, Beverly Loy	Grant Loy and wife, Beverly Loy	Grant Loy and Beverly Loy	Don L. Loy and wife, Audrey Loy	Don L. Loy and wife, Audrey Loy	John J. Mathews and wife, Theresa Mathews
Contract Title		Right of Way Authorization	Right of Way Authorization	Right of Way Authorization	Right of Way Authorization	Right of Way Authorization	Right of Way Authorization
Exchange	-	6 Montfort	7 Montfort	8 Monifort	9 Montfort	0 Montfort	1 Montfort
Control	Number	WS-2-0016 Montfort	WS-2-0017 Montfort	WS-2-0018 Montfort	WS-2-0019 Montfort	WS-2-0020 Monifort	WS-2-0021 Monifort

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Recorded 4/1/86. Book 620, Page 712. Grant County, Wisconsin.	•	CCK ((Mor- Recorded 11/16/89, Book 2) Page, 766, Grant County, Wisconsin.	Recorded 2/23/70— Book 454 <sub>3</sub> Pagé 525 Grant-County, Wisconsin.	Recorded 3/23/73. Book 486. Page 150. Grant County. Wisconsin	Recorded 6/19/72
Strip of land 10" wids, being the Northerly 10" of Lot 11, Block 1 of the Kohlenberg Heights subdivision, Village of Livingston, Wisconsin. Strip being part of the N 1/2 of NE 1/4 of Section 24, Township 5N, Range 1W, Grant County, Wisconsin.	A strip of land 2 rods wide lying Southwesterly of, parallel with and abutting CTH "E", being a part of the N 1/2, of the SE 1/4, lying South of CTH "E", Section 16, Township 5N, Range 1W, Grant County, Wisconsin.	A strip of land 1 rod in width, the centerline of which shall be the first burled cable placed hereunder, being that part of S 1/2 of the NE 1/4 lying East and North of Rock Church Road, Section 3, Township 5N, Range 1W, Grant County, Wisconsin.	A strip of land 1 1/2 rods wide, parallel to and abutting the North RW of the town road in the South 1/2 of the SE 1/4, Section 34, Township 5N, Range 1W, Grant County, Wisconsin.	A strip of land 1 rod wide lying West of, paratiel with and abutting the RVW of STH #80 and being part of the NE 1/4 of the SE 1/4, Section 24, Township SN, Range 1W, Grant County, Wisconsin.	A strip of land 2 rods wide lying South of, parailel with and abutting (1) CTH "E" and (2) a town road, being a part of the NE 1/4 of the NE 1/4, Section 22, Township 5N, Range 1W, Grant County, Wisconsin.
General Telephone Company of Wisconsin	General Telephone Company of Wisconsin	GTE North Incorporated	General Telephone Company of Wisconsin	General Telephone Company of Wisconsin	General Telephone Company of Wisconsin
James W. Neuendorf and wife, Joyce E. Neuendorf	John W. Merwin and wife, Deanna J. Merwin	Robert A. Mitchell / Vendee; Rhonda M. Mitchell / Vendee; Mervin Wunderlin (Personal Rep.) for Wunderlin Estate /	John J. Mathews and wife, Theresa Mathews	Walter Andrew	Melvin L. Andrew and wife, Lililan Andrew
Individual Conveyance of Easement	Right of Way Authorization	Individual Conveyance of Easement	Right of Way Authorization	Right of Way Authorization	Right of Way Authorization
Montfort	Montfort	Montfort	Montfort	Montfort	Montfort
WS-2-0022	WS-2-0023	WS-2-0024	WS-2-0025	WS-2-0027	WS-2-0028 Monifort
	James W. Neuendorf General Telephone Strip of land 10° wids, being the Northerly 10° of Recorded 4/1/86 and wife, Joyce E. Company of Wisconsin Lot 11, Block 1 of the Kohlenberg Heights Book 620, Page, Neuendorf Strip being part of the N 1/2 of NE 1/4 of Section Wisconsin. 24, Township 5N, Range 1W, Grant County, Wisconsin.	Individual James W. Neuendorf General Telephone Strip of land 10' wide, being the Northerly 10' of Recorded 4/1/186 Conveyance of and wife, Joyce E. Company of Wisconsin Basement Neuendorf Company of Wisconsin Strip being part of the Northerly 10' of Recorded 4/1/186 Book 6/20_Fage subdivision, Village of Livingston, Wisconsin. 24, Township 5N, Range 1W, Grant County, Wisconsin Wife, Deanna J. Merwin Company of Wisconsin County, Wisconsin.	Individual James W. Neuendorf General Telephone Conveyance of and wife, Joyce E.  Conveyance of and wife, Joyce E.  Conveyance of and wife, Joyce E.  Neuendorf Conveyance of and wife, Joyce E.  Right of Way John W. Merwin and General Telephone wife, Deanna J. Merwin Company of Wisconsin.  Right of Way John W. Merwin and General Telephone wife, Deanna J. Merwin Company of Wisconsin.  Right of Way John W. Merwin and General Telephone wife, Deanna J. Merwin Company of Wisconsin.  Right of Way John W. Merwin and General Telephone wife, Deanna J. Merwin Company of Wisconsin.  Right of Way John W. Merwin and General Telephone wife, Deanna J. Merwin Company of Wisconsin.  Right of Way John W. Merwin and General Telephone wife, Deanna J. Merwin Company of Wisconsin.  Right of Way John W. Merwin and General Telephone wife, Deanna J. Merwin Company of Wisconsin.  Right of Way John W. Merwin and General Telephone wife, Deanna J. Merwin Company of Wisconsin.  Right of Way John W. Merwin and General Telephone wife, Deanna J. Merwin Company of Wisconsin.  Right of Way John W. Merwin and General Telephone wife, Deanna J. Merwin Company of Wisconsin.  Right of Way John W. Merwin and General Telephone wife, Deanna J. Merwin Company of Wisconsin.  Right of Way John W. Merwin and General Telephone wife, Deanna J. Merwin Company of Wisconsin.  Right of Way John W. Merwin and General Telephone wife pengengent of the N 112, of the SE 1/4, lying South of CHT "E", being a part of Grant County, Wisconsin.  Right of Wafe County 11/16/89, Wisconsin.  Right of Wafe County 11/16/89, Wisconsin.  Right of Wafe County 11/16/89, Wisconsin.  Right of Wafe County Wisconsin.  Right of Wafe County 11/16/89, Wisconsin.  Right of Wafe County 11/16/89,	Individual James W. Neuendorf General Telephone and wife, Joyce E.  Company of Wisconsin Easement Neuendorf Company of Wisconsin Neuendorf Conveyance of and wife, Joyce E.  Right of Way John W. Merwin and General Telephone Authorization wife, Deanna J. Merwin Winderlin Easement Merkin Wunderlin Estate / Wisconsin Wisconsin.  Right of Way John W. Merwin and General Telephone wife, Theresa Mathews and General Telephone Authorization wife, Theresa Mathews Company of Wisconsin Wile, Transport of Wile SE 144, Section 34, Township 5N. Range 1W, Grant County, Wisconsin Wile, Theresa Mathews Company of Wisconsin Wile, Theresa Mathews Range 1W, Grant County, Wisconsin.  Right of Way John W. Merwin and General Telephone Supply of Wasconsin Wile, Theresa Mathews Company of Wisconsin Wile, Theresa Mathews Company of Wisconsin.  Right of Way John J. Mathews and General Telephone Authorization wife, Theresa Mathews Company of Wisconsin.  Right of Way John J. Mathews and General Telephone Authorization wife, Theresa Mathews Company of Wisconsin.  Right of Way John J. Mathews Company of Wisconsin.  Right of Way John J. Mathews and General Telephone Authorization wife, Theresa Mathews Company of Wisconsin.  Right of Way John J. Mathews and General Telephone South 172 of the SE 144, Section 34, Township 5N, Wisconsin.  Right of Way John J. Mathews and General Telephone South 172 of the SE 144, Section 34, Township 5N, Wisconsin.	Individual James W. Neusandorf General Telephone Strip of land 10' wide, being the Northenty 10' of and wife, Joyce E.  Company of Wisconsin Basement Authorization wife, Deanna J. Merwin and General Telephone Goveryance of Vendee; Brondard Mervin Wilder (Personal Rep.) for Water Authorization wife, Theresa Mathews and General Telephone Astrip of land 1 102 of the SE 144, yierg South of CTH Ferman Company of Wisconsin.  Right of Way John W. Marwin and General Telephone Astrip of land 1 rod in width, the centerline of Michael Vendee; Brondard Mervin Winderin Estate / Personal Rep.) for County, Wisconsin.  Right of Way John J. Mathews and General Telephone Astrip of land 1 102 rods wide, parallel to and Weight of Way John J. Mathews Company of Wisconsin.  Right of Way Walter Andrew General Telephone Astrip of land 1 rod wide lying West of parallel will be an abundated being the Root o

ı	r _	^	623	395	VOL	859 PAGE 949
Recording Information	Recorded 3/23/73 Book 486, Page 149, Grant County, Wisconsin	Recorded 5/15/73 Bookd87, Page 492. Grant County, Wisconsin.	Recorded 3/23/73, Book 486, Pagé 181, Grant County, Wisconsin.	Recorded 3/23/73, Book 486, Page 17/Grant County, Wisconsin.	Recorded 10/14/92, Book 700, Page 798 Grant County, Wisconsin.	Recorded 4/1/88, Book 620, Prage 7/17 Grant County, Wisconsin.
Property Description	Land 1 rod wide (1) lying South of the RW of STH# 80 and Rock Church Road and (2) lying West of the RW of County Line Road. All being in the NE 1/4 of the NE 1/4 of Section 25, Township 5N, Range 1W, Grant County, Wisconsin.	Land 1 rod wide lying W of parallel and abutting the R/W of STH #80 part of SE 1/4, NE 1/4, Section 24 Township 5N, Range 1W, except as described in Book 450, Page 507, Grant County Registry.	A strip of land 1 rod wide lying N of parallel with and abutting the R/W of Clifton Road, part of (1) SW 1/4, SE 1/4 and (2) S 1/2, SW 1/4. All being in Section 35, Township 5N, Ranga 1W, Grant County, Wisconsin.	A strip of land 1 rod wide lying East of parallel with and abutting the R/W of STH #80 and being part of W 1/2 of the S/W 1/4 of Section 25, Township SN, Range 1/W, Grant County, Wisconsin.	Land 1 rod wide, the centerlins of which shall be the first buried cable placed hereunder, being part of the SW 114, SW 114 of Section 2, and the SE 114 of the SE 114 of Section 3, all N of Hopewell Road in Township SN, Range 1W, Grant Cunty, Wisconsin.	Land 10' wide, being the Northerly 10' of Lot 10, Block 1 of the Kohlenberg Heights subdivision, Village of Livingston, Wisconsin. Satd land being part of N 1/2, NE 1/4 of Section 24, Township 5N, Range 1W, Grant County, Wisconsin.
Grantee	General Telephone Company of Wisconsin	General Telephone Company of Wisconsin	General Telephona Company of Wisconsin	General Telephone Company of Wisconsin	GTE North Incorporated	General Telephone Company of Wisconsin
Grantor	Diane Andrew and Nancy Andrew	Robert L. Warne and wife, Faye Warne	Merrii Weittenhiiler and wife, LaVonne Weittenhiiler	Rundell Bros., By: George Rundell	Neils N. Nielsen	Robert W. C. Nodolf and wife, Hazel I. Nodolf
Contract Title	Right of Way Authorization	Right of Way Authorization	Right of Way Authorization	Right of Way Authorization	Individual Conveyance of Easement	Individual Conveyance of Easement
Control Exchange Number Name	WS-2-0029 Montfort	WS-2.0030 Monifort	WS-2-0031 Montfort	WS-2-0032 Montfort	WS-2-0033 Montfort	WS-2-0034 Montfort

,			6233	395	. VOL	859 PAGE 950
Recording Information	Recorded 3/23/73 Book 486) Page 172 Grant County, Wisconsin.	Recorded 3/23/73, Book 486, Page 1717 Grant County, Wisconsin.	Recorded 3/23/73.— Book 48g. Page 173. Grant County, Wisconsin.	Recorded 3/23/73, Book 486, Page 153. Grant County, Wisconsin.	Recorded 3/23/73, Book 486, Page 174 Grant Sounty, Wisconsin.	Recorded 7/11/72, Book 478, Page 419 ) Grant County, Wisconsin.
Property Description	A strip of land 1 rod wide lying North of, parallel with and abutting the RW of New California Road and being part of (1) the SW 144 of the SE 144 and (2) the SE 144 of the SW 144; all being in Section 27, Township SN, Range 1W, Grant County, Wisconsin.	A strip of land 1 rod wide lying North of, parallel with and abutting the R/W of New California Road and being part of the S 1/2 of the SW 1/4 of Sectlon 28, Township 5N, Range 1W, Grant County, Wisconsin.	A strip of land 1 rod wide lying South and East of, parallel with and abutting the RAW of STH #80 and being part of the N 1/2 of the NW 1/4 of Section 25, Township 5N, Range 1W, Grant County, Wisconsin.	A strip of land 1 rod wide lying North of, parallel with and abutting the R/W of New California Road and being part of the S 1/2 of the SE 1/4 of Section 26, Township 5N, Range 1W, Grant County, Wisconsin.	A strip of land 1 rod wide lying North of, parallel with and abutting the RNW of New California Road and being part of the SW 1/4 of the SW 1/4 of Section 27, Township SN, Range 1W, Grant County, Wisconsin.	The SW 1/4 of the NW 1/4 of Section 4, Township 5N, Range 1W, Grant County, Wisconsin.
Grantee	General Telephone Company of Wisconsin	General Telephone Company of Wisconsin	General Telephone Company of Wisconsin	General Telephone Company of Wisconsin	General Telephone Company of Wisconsin	General Telephone Company of Wisconsin
Grantor	Donald Nodolf and wife, Lorraine G. Nodolf	Albert Nodolf and wife, Viota Nodolf	Raymond Oleson and wife, Elsie Oleson	Clifford Bourret and wife, Anna Bourret	Bemice Orton	Geraid Boliant and wife, LeVon Boliant
Contract Title	Right of Way Authorization	Right of Way Authorization	Right of Way Authorization	Right of Way Authorization	Right of Way Authorization	Right of Way Authorization
Exchange Name	Montfort	Montfort	Montfort	Montfort	Montfort	Montfort
Control Number	WS-2-0036 Montfort	WS-2-0036 Montfort	WS-2-0037 Montfort	WS-2-0038 Montfort	WS-2-0039 Montfort	WS-2-0040 Monifort

			623	395	VOL	859 PAGE 951
Recording Information	Recorded 3/23/73, Book 486, Page 152, Grant County, Wisconsin,	Recorded 3/23/73 Book/486) Page 161 Grant Godnty, Wisconsin.	Recorded 10/14/92. Book 700, Page 797) Grant County, Wisconsin.	Recorded 6/19/72. Book 4/16, Page 790) Grant County, Wisconsin.	Recorded 6/24/74, Book 497, Page 649, Grant County, Wisconsin.	Recorded 1077/82. Book 583. Page 847. Grant County. Wisconsin.
Property Description	Land 1 rod wide lying South of, parallal with and abutting the RVW of STH #80 and being a part of the NW 1/4 of the SE 1/4 of Section 25, Township 5N, Range 1W, Grant County, Wisconsin.	1 rod W RAW of STH #80 (1) E 1/2, NE 1/4 & (2) NE 1/4, SE 1/4 Sec. 35, Twp. 5N, Range 1/W & 1 rod N RAW New California Rd., SE 1/4, SW 1/4, Sec. Z6, Twp. 5N, Range 1/W & 1 rod N RAW New CA. Rd., SW 1/4, Sec. 28, Twp. 5N,	Land 1 rod wide, the centerline of which shall be the first burled cable placed hereunder, being part of the SE 1/4 of the SW 1/4, and the SW 1/4 of the SE 1/4; all ying North of Hopewell Road of Section 2, Township 5N. Range 1W, Grant County, Wisconsin.	Land 2 rods wide lying Southwesterly of, parallel with and abutting CTH "E", being part of the SE 14 of Section 15, Township 5N, Range 1W, Grant County, Wisconsin.	The East 1/2 of the East 1/2 of the SE 1/4 of Section 36, Township 5N, Range 1W, Grant County, Wisconsin.	Land 2 rods wide fying parallel with and abutting the W R/W of a town road (alka County Line Road) being a part of the E 1/2 of the NE 1/4 of Section 36, Township 5N, Range 1W, Grant County, Wisconsin.
Grantee	General Telephone Company of Wisconsin	General Telephone Company of Wisconsin	GTE North Incorporated	General Telephone Company of Wisconsin	General Telephone Company of Wisconsin	General Telephone Company of Wisconsin
Grantor	Clarence Bollant and wife, Regina Bollant	Theodore J. Griswold and wife, Delores A. Griswold	Roger Gulles T/U/W, Firstar Oshkosh, Trustee: Amy J. Sitter, Trust Officer	Mayme Gundlach	Nell T. Davis and wife, Betty Davis	Floyd E. Cushman and wife, Constance A. Cushman
Contract Title	Right of Way Authorization	Right of Way Authorization	Individual Conveyance of Easement	Right of Way Authorization	Right of Way Authorization	Individual Conveyance of Easement
Exchange Name	dontfort	Aonsfort	Aontfort	Aontfort	Aontfort	dontfort
Control E	WS-2-0041 Montfort	WS-2-0042 Montfort	WS-2-0043 Montfort	WS-2-0044 Montfort	WS-2-0045 Montfort	WS-2-0046 Monifort

1	1 0		623	395	. VOL	859 PAGE 952
Recording Information	Recorded 7/31/90, Book 670, Page 439, Grant Porunty, Wisconsin.	Recorded 8/19/72 Book 478, Page 793, Grant County, Wisconsin.	Recorded 3/23/73, Book 486 i Paga, 169, Grant County, Wisconsin.	Recorded 3/23/73, Book 486, Page 167, Grant County, Wisconsin.	Recorded 6/19/72 Book 478, Page 792, Grant County, Wisconsin.	Recorded 5/15/73 Book 487, Page 473. Grant County, Wisconsin.
Property Description	Land 1 rod wide, the centertine of which shall be the first buried cable placed hereunder, being part of NW 1/4 East of Fairview Road in Section 31, Township SN, Range 1W, Grant County, Wisconsin.	Land 2 rods wide lying Southwesterly of parallel with and abutting CTH "E" being part of West 1/2 of the SE 1/4 of Section 15, Township 5N, Range 1W, Grant County, Wisconsin.	1 rod wide West , parallel and abutting the R/W of STH #80 and being a part of East 1/Z of the North 7/ZO of the NE 1/4. All being in Section 1, Township 5N, Range 1W, Grant County, WI, except as described in Book 4/75, Page 387, Grant County Registry.	Land 1 rod wide East of , parallel and abutting the RW of STH #80 and being a part of the SW 1/4 of the NW 1/4 of Section 25, Township 5N, Range 1W, Grant County, Wisconsin.	Land 2 rods wide lying Northwesterly of, parallel and abutting CTH "E" being a part of the SW 1/4 of the NW 1/4 of Section 16, Township 5N, Range 1W, Grant County, Wisconsin.	Land 1 rod wide lying North of, parallel and abutting the road RW of CTH # "E" and being a part of the SE 14 of the NE 1/4 of Section 17, Township 5N, Range 1W, Grant County, Wisconsin.
Grantee	GTE North Incorporated	General Telephone Company of Wisconsin	General Telephone Company of Wisconsin	General Telephone Company of Wisconsin	General Telephone Company of Wisconsin	General Telephone Company of Wisconsin
Grantor	Farm Credit Bank of St. Paul, formerly Federal Land Bank Association of Southwest Wisconsin	Orlin Klaas and wife, Eldeen Klaas	Charlton Kramer and wife, Eugenia Kramer	Charlotte Jinkins	Raiph Jerrett and wife, Glee Jerrett	Ralph Jerrett and wife. Glee Jerrett
Contract Title	Corporation Conveyance of Easement	Right of Way Authorization	Right of Way Authorization	Right of Way Authorization	Right of Way Authorization	Right of Way Authorization
Exchange Name	Montfort	Montfort	Montfort	Montfort	Montfort	Montfort
Control Number	WS-2-0047 Montfort	WS-2-0048 Monifort	WS-2-0049 Monifort	WS-2-0050 Montfort	WS-2-0051 Montfort	WS-2-0052 Montfort

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Recorded 4/1/86,Book 620, Page 713, Grant County, Wisconsin.	Recorded 3/23/73,	Recorded 7/31/90, Book 670, Page 438, Grant County, Wisconsin.	Recorded 6/19/72. Book 478, Page 794, Grant County, Wisconsin.	Recorded 3/23/73, Secorded 3/23/73, Secorded 486, Page 165, Grant County, Wisconsin.	Recorded 3/23/73, Book 486, Page 164, Grant County, Wisconsin.
A strip of land 10' wide, being the Northerly 10' of Lot 9, Block 1, of the Kohlenberg Heights subdivision, Village of Livingston, Wisconsin, Strip being part of the North 1/2 of the NE 1/4 of Section 24, Township 5N, Range 1W, Grant county, Wisconsin.	A strip of land 1 rod lying East of, parallel with and abutting the RW of Hickory Grove Road and being a being part of the East 1/2 of the SE 1/4 of Section 14, Township SN, Range 1W, Grant county, Wisconsin.	A strip of land 1 rod wide, East of, parallel with and abutting Fairview Road, and being that part of the NW 1/4 Section 31, Township 5N, Range 1W, Grant county, Wisconsin.	A strip of land 2 rods wide lying North of, parallel with and abutting CTH "E", being a part of the West 1/2 of the SE 1/4 of the NW 1/4 of Section 16, Township 5N, Range 1W, lying North of CTH "E", Grant county, Wisconsin.	1 rod S of RW of Martinville Rd. pt. W 70 acres, NW 114 of Sac. 13 & 1 rod S of RW of Martinville Rd., pt. NE 144, NE 144, Sec. 14 & 1 rod E RW of Hickoy Grove Rd., pt. of E 1/2, NE 1/4 of Sec. 14; all in Two. 5N, Range 1W, Grant County, Wisconsin.	That part of the NE 1/4 of the NE 1/4 lying North of Rock Church Road and being a part of Section 15, Township 5N, Range 1W, Grant County, Wisconsin.
General Telephone Company of Wisconsin	General Telephone Company of Wisconsin	GTE North Incorporated	General Telephone Company of Wisconsin	General Telephone Company of Wisconsin	General Telephone Company of Wisconsin
Roger P. Knutson and wife, Christia R. Knutson	Bryan Knutson and wife, Jane Knutson	Vickie L. Krohn	Hartwig Langfoss and wife, Delores Langfoss	Mrs. Janis Iverson	Homer Iverson and wife, Isabel Iverson
Individual Conveyance of Easement	Right of Way Authorization	Individual Conveyance of Easement	Right of Way Authorization	Right of Way Authorization	Right of Way Authorization
Montfort	Montfort	Montfort	Montfort	Montfort	Montfort
WS-2-0053	WS-2-0054	WS-2-0055	WS-2-0056	WS-2-0057	WS-2-0058 Monifort
	Roger P. Knutson and General Telephone A strip of land 10' wide, being the Northerly 10' of wife, Christie R. Company of Wisconsin Lot 9, Block 1, of the Kohlenberg Heights subdivision, Village of Livingston, Wisconsin. Strip being part of the North 1/2 of the NE 1/4 of Section 24, Township 5N, Range 1W, Grant county, Wisconsin.	Individual Roger P. Knulson and General Telephone Conveyance of wife, Christia R. Company of Wisconsin Lot 9, Block 1, of the Kohlenberg Heights Easement Knutson Knutson and General Telephone A strip of I and 1 rod lying East of, parallel with and Authorization wife, Jane Knutson Company of Wisconsin being part of the East 1/2 of the SE 1/4 of Section 14, Township 5N, Range 1W, Grant county, Wisconsin being part of the East 1/2 of the SE 1/4 of Section 14, Township 5N, Range 1W, Grant county, Wisconsin.	Individual Roger P. Knulson and General Telephone Conveyance of wife, Christia R. Company of Wisconsin Easement Knutson Knutson and Authorization wife, Jane Knutson General Telephone A strip of land 1 rod lying East 1/2 of the SE 1/4 of Section 14, Township 5N. Range 1W, Grant county, Wisconsin.  Individual Vickie L. Krohn GTE North Incorporated Easement Easement Gonveyance of Gonveyance of Easement Gonveyance of G	Individual Roger P. Kruison and General Telephone Conveyance of Wife, Christie R.  Right of Way Bryan Kruison and Authorization wife, Delores Langfoss and Authorization wife, Delores Langfoss Company of Wisconsin Authorization wife, Delores Langfoss and Authorization wife, Delores Langfoss (Company of Wisconsin Authorization wife, Delores Langfoss and Right of Way Hartwig Langfoss and Authorization wife, Delores Langfoss (Company of Wisconsin Authorization wife, Delores Langfoss (Company of Wisconsin Authorization wife, Delores Langfoss (Company of Wisconsin Authorization wife, Delores Langfoss)  Right of Way Bryan Kruison and General Telephone Astrip of land 1 rod wide, East of, parallel with and abutting Farrivew Road, and being that part of land 2 rods wide lying North of, parallel with and abutting Farrivew Road, and being that part of land 2 rods wide lying North of, parallel with and abutting CTH "E", being a part of the NW 14 of Section 14. Township 5N, Range 1W, Grant County, Wisconsin.  Right of Way Hartwig Langfoss and General Telephone with and abutting CTH "E", being a part of the NW 14 of Section 16. Township 5N, Range 1W, Iying North of CTH "E", Conveyance of Easement Authorization wife, Delores Langfoss (Company of Wisconsin 16, Township 5N, Range 1W, Iying North of CTH "E", Conveyance of Easement Authorization wife, Delores Langfoss (Company of Wisconsin 16, Township 5N, Range 1W, Iying North of CTH "E", Conveyance of Easement Authorization wife, Delores Langfoss (Company of Wisconsin 16, Township 5N, Range 1W, Iying North of CTH "E", Conveyance of Easement 16, Township 5N, Range 1W, Iying North of CTH "E", Conveyance of Easement 16, Township 5N, Range 1W, Iying North of CTH "E", Conveyance of Easement 16, Township 5N, Range 1W, Iying North of CTH "E", Conveyance of Easement 16, Township 5N, Range 1M, Iying North of CTH "E", Conveyance of Easement 16, Township 5N, Range 1M, Iying North of CTH "E", Conveyance of Easement 18, Conveyance of Easement 18, Conveyance of Easement 19, Conveyance of Ease	Individual   Roger P. Knulson and General Telephone   A strip of land 10' wide, being the North-12 of the Kohlenberg Heights Easement Knutson   Gompany of Wisconsin. Strip being part of the North-12 of the North 12 of th

,			6233	395	L VOL 8	59 page 954
Recording Information	Recorded 11/27/70. Book 463 Page 105. Grant County, Wisconsin.	Recorded 5/15/73, Book 4827 Page 421, Grant County, Wisconsin.	Recorded 11/27/70, Book 463, Page 99, Grant County, Wisconsin.	Recorded 3/23/73, Book (86, Page 156, Grant Forthy, Wisconsin.	Recorded 3/23/73, Book 488, Page 157, Grant County, Wisconsin.	Recorded 11/27/70. Book-463, Page-102, Grant County, Wisconsin.
Property Description	The East 3 rods of the North 1/2 of the Northwest 1/4 of Section 6, Township 5N, Range 1W, Grani County, Wisconsin.	A strip of land 1 rod wide lying North of, parallel with and abutting the RNW of Ridge Road and being a part of the SE 1/4 of the NW 1/4 of Section 29, Township 5N, Range 1W, Grant County, Wisconsin.	The East 3 rods of SE 1/4, NW 1/4 of Sec. 6, except for pt. Beginning 454' N of the center of Sec. 6, running W 137, N 195', E 137, S 195' to beginning and also S 3 rods of NE 1/4 of Sec. 6, all being in Township 5N, Range 1W, Grant County, Wisconsin.	Land 1 rod wide lying North of, parallel with and abutting the RWV of New California Road, part of (1) SW 1/4, SW 1/4 of Section 26 and (2) SE 1/2, SE 1/4 of Section 27. All being in Township SN, Range 1W, Grant County, Wisconsin.	Land 1 rod wide lying North of, parallel with and abutting the RW of New California Road and being part of SE 144 of the SE 144, Section 28, Township 5N, Range 1W, Grant County, Wisconsin.	Land 1 rod wide lying parallel with and edjacent to the East RW of a town road, also said 1 rod wide lying parallel with S property line, all in NW 1/4 of SW 1/4 of Section 5, Township 5N, Range 1W, Grant County, Wisconsin.
Grantee	General Telephone Company of Wisconsin	General Telephone Company of Wisconsin	General Telephone Company of Wisconsin	General Telephone Company of Wisconsin	General Telephone Company of Wisconsin	General Telephone Company of Wisconsin
Grantor	Carlos Hill and wfe, Myra Hill	John P. Hill and wife, Cara J. Hill	Mauriel L. Hill (L.C. Vendee); Virgil Hill, husband (L.C. Vendee); Gordon Christiansen (L.C. Vendor); Carol	Harry Dunn	George A. Gates	Simon P. Gary (L.C. Vendee) and wife, Betty L. Gary (L.C. Vendee)
Contract Title	Right of Way Authorization	Right of Way Authorization	Right of Way Authorization	Right of Way Authorization	Right of Way Authorization	Right of Way Authorization
ol Exchange er Name	WS-2-0059 Montfort	WS-2-0060 Montfort	WS-2-0061 Monitort	WS-2-0062 Montfort	WS-2-0063 Manifort	WS-2-0084 Monifort
Control Number	WS-24	WS-24	WS-2-4	WS-24	WS-24	WS-24

	<b>.</b>		6233	395		VOL 859 PAGE 955
Recording Information	Recorded 372373 Book 486, Paga 151, Grant County, Wisconsin.	Recorded 6/19/72 Book 478 Page 791, Grant County, Wisconsin.	Recorded 11/27/70, Book 463/Page 110, Grant County, Wisconsin.	Recorded 5/15/73, Book 487, Page 487 Grant-County, Wisconsin.	Recorded 3/23/73, Book 486, Page 175, Grant County, Wisconsin.	Recorded 3/23/73 Book 485, Page 176, Grant County. Wisconsin.
Property Description	The initial cable placed by mutual agreement between the Grantor and the Grantee shall be the center-line of the strip of land. Land 10' wide, being a part of NE 1/4 of the NE 1/4 of Section 12, Township SN, Range 1W, Grant County, Wisconsin.	Strip of land 2 rods wide lying South of, parallel with and abutting CTH "E" being part of that portion of NE 1/4 of SW 1/4 lying South of CTH "E" in Section 15, Township 5N, Range 1W, Grant County, Wisconsin.	The East 3 rods of the North 1/2 of the SW 1/4 of Section 6, Township 5N, Range 1W, Grant County, Wisconsin.	A strip of land 1 rod wide lying South of, parallel with and abutting the RWV of Factory Road and being a part of the SW 1/4 of the SW 1/4 of Section 6, Township SN, Range 1W, Grant County, Wisconsin.	A strip of land 1 rod wide lying West of the RW of STH #80, also a strip of land 1 rod lying North and abutting the RW of Clifton Road. All being a part of the SE 1/4, SE 1/4 of Section 35, Township 5N, Range 1W, Grant County, Wisconsin.	Land 1 rod wide North of RWV of Martinville Road, part of (1) SW 1/4, SE 1/4 and (2) S 1/2 of SW 1/4 all being in Section 12, Township 5N, Range 1W; except East 200' of South 326.7" of SW 1/4 of SE 1/4, Grant County, Wisconsin.
Grantee	General Telephone Company of Wisconsin	General Telephone Company of Wisconsin	General Telephone Company of Wisconsin	General Telephone Company of Wisconsin	General Telephone Company of Wisconsin	General Telephone Company of Wisconsin
Grantor	Elmer G. Biddick	Richard Huehne and wife, Joyce Huehne	Vemon G. Rounds and wife, Lois B. Rounds	Vernon Rounds and wife, Lois B. Rounds	James Palmer and Wife, Ruth Palmer	Bemice L. Smith
Contract Title	Right of Way Authorization	Right of Way Authorization	Right of Way Authorization	Right of Way Authorization	Right of Way Authorization	Right of Way Authorization
Exchange Name	5 Montfort	3 Montfort	7 Montfort	3 Montfort	9 Montfort	D Montfort
Control Number	WS-2-0065 Montfort	WS-2-0066 Montfort	WS-2-0067 Montfort	WS-2-0068 Montfort	WS-2-0069 Montfort	WS-2-0070 Montfort

Control	Exchange Name	Contract Title	Grantor	Grantee	Property Description	Recording Information
WS-2-0071 Montfort	Montfort	Right of Way Authorization	Ethel Simpson (By: Fred R. Simpson with Power of Attorney)	General Telephone Company of Wisconsin	Land 1 rod wide lying West of and abutting the RW of STH #80 and part of (1) South 3/20, E 1/2, NE 1/4 and (2) E 1/2 of SE 1/4; all being in Section 1, Township 5N, Range 1W; Grant County, Wisconsin.	Recorded 3/23/73, Book 488, Page 179 Grain County, Wisconsin.
WS-2-0072 Montfort	Montfort	Right of Way Authorization	Devon G. Larson	General Telephone Company of Wisconsin	Land 2 rods wide lying South of, parallel with and abuting CTH "E", being part of West 1/2 of SW 1/4 of Section 15, Township 5N, Range 1W, Grant County, Wisconsin.	Recorded 6/19/72. Book 4/16, Pegg 7/86. Grant County, Wisconsin.
WS-2-0073 Montfort	) Montfort	Right of Way Authorization	Kay S. Dufty	General Telephone Company of Wisconsin	That portion of the SE 1/4 of the SE 1/4 of the NW 1/4 of Section 16, Township 5N, Range 1W, as described in Book 474, Page 741 in the Office of the Register of Deeds, Grant County, Wisconsin.	Recorded 6/1972. Book 4/16, Page 789.> Grant County. Wisconsin.
WS-2-0074 Monifort	. Monifort	Right of Way Authorization	Harry Dunn	General Telephone Company of Wisconsin	A strip of land 2 rods wide lying South of, parallel with and abutting CTH "E", being a part of the North 1/2 of the NW 1/4 of Section 23. Township 5N, Range 1W, Grant County, Wisconsin.	Recorded 6/19/72, Cr. Book 4/18, Page 7/87, Cr. Grant County, Wisconsin.
WS-2-0075 Montfort	5 Montfort	Right of Way Authorization	Roger R. Ellis and Mrs. Mary Ellis	General Telephone Company of Wisconsin	The North 1 rod of the South 3 rods of the NW 1/4 of Section 31, Township 5N, Range 1W, except the 2 rods used for highway purposes, Grant County, Wisconsin.	Recorded 9/30/69, Book-451, Page 89. Grant County, Wisconsin.
WS-2-0076 Monifort		Right of Way Authorization	Carl Waldman and Mrs. Hilda Waldman	General Telephone Company of Wisconsin	The West 1/2 of the SE 1/4 of Section 20, Township 5N, Range 2W, Grant County, Wisconsin.	Recorded 8/5/69, CG Start County, Wisconsin.

					S	359 page 957
Recording Information	Recorded 9/13/71, Book 472, Page (156, Grant County, Wisconsin.	Recorded 6/10/69 Books 447, Page 143, Grant County, Wisconsin.	Recorded 5/15/73. Book 4857, Page 495. Grant County, Wisconsin.	Recorded 4/15/71 Book 466, Page 608 Grant County, Wisconsin.	Recorded 6/5/69 Book (447, Pegé 50) Grant County, Wisconsin.	Recorded 6/5/69, C. Grant-Gounty, State 6/5/69, C. Grant-Gounty, State 6/5/69, C. G. Wilsconsin.
Property Description	(1) the SW 1/4 of the NW 1/4 and (2) the NW 1/4 of the SW 1/4, all being in Section 35, Township 5N, Range 2W, Grant County, Wisconsin.	Parallel to and about 48' East of the center line of the town road in the SW 1/2 of the NW 1/4 of the SW 1/4 and the SW 1/4 of the SW 1/4 of Section 16, Township SN, Range 2W, Grant County, Wisconsin.	Land 1 rod wide North R/W of CTH "E", part of (1) SW 1/4, SE 1/4 & (2) S 1/2, SW 1/4, all being in Section 10, Township SN, Range ZW. Also part of NE 1/4, SE 1/4 Sec. 9 N of CTH "E" described in Vol. 463 & Page 299, Grant County, Wisconsin.	Being part of the SW 1/4 of the SW 1/4 lying NE of CTH 'E"; all being in the SW 1/4, SW 1/4 of Section 10, Township SN, Range 2W, Grant County, Wisconsin.	Parallel for a distance of about 1600' East of the center line, then a distance 540' North & West of center line of fown road SW 1/4 of Sec. 9, Township SN, Range 2W, starting at the North Doundry line of the SW 1/4; Grant County, Wisconsin.	The SE 1/4 of the SE 1/4 of Section 20, Township 5N, Range 2W, Grant County, Wisconsin.
Grantee	General Telephone Company of Wisconsin	General Telephone Company of Wisconsin	General Telephone Company of Wisconsin	General Telephone Company of Wisconsin	General Telephone Company of Wisconsin	General Telephone Company of Wisconsin
Grantor	George Swallow, a single man, Elsie A. Swallow, a single woman and Clara M. Swallow, a single woman	William Wieland and wife, Opal Wieland	Burton Wolf and wife, Elaine Wolf	Burton H. Wolf and wife, Elaine J. Wolf	Richard N. Malmstrom and wife, Maxine M. Malmstrom	Gary L. Neisius and wife, Mary Neisius
Contract Title	Right of Way Authorization	Right of Way Authorization	Right of Way Authorization	Right of Way Authorization	Right of Way Authorization	Right of Way Authorization
Exchange Name	Montfort	Montfort	Montfort	Montfort	Montfort	Montfort
Control	WS-2-0077 Montfort	WS-2-0078 Montfort	WS-2-0079 Montfort	WS-2-0080 Montfart	WS-2-0081 Monifort	WS-2-0082 Monifort

791969	MEMORANDUM OF LEASE AND E AGREEM E1/2-SE-28-6-1	ASEMENT	January 22 2018 Marilyn Pierce Register of Deeds GRANT COUNTY WI 09:30 AM Fee Pd:30.00 TransFee:0.00 Pgs 6
W1/2-SW-2-5-1 E1/2-SE-3-5-1 NE-23-6-1 NW-NW-26-6-1 E1/2-NW-26-6-1 W1/2-NE-26-6-1 NW-NW-26-6-1	N1/2-SW-27-6-1 S1/2-SW-27-6-1 E1/2-NW-34-6-1 NW-SE-34-6-1 SW-NE-34-6-1 SE-NE-32-6-1	W1/2-SW-33- SW-NW-33-6- E1/2-NE-33-6 W1/2-NW-34- W1/2-NE-33-6 E1/2-NW-33-6	6-1 Exempt: N1/2-SE-33-6-1 -1 SE-SE-33-6-1 -1 E1/2-SW-33-6-1 6-1 SW-SE-33-6-1 SE-NW-35-6-1

THIS MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT ("Memorandum"), is dated Line of the least of the

### NAME AND RETURN ADDRESS

Red Barn Energy, LLC Attn: Paul White 618 2nd Avenue SE Minneapolis, MN 55414

791900

PARCEL IDENTIFICATION NUMBER(S)
SEE EXHIBIT A

### RECITALS:

- A. Landlord is the owner of certain real property (the "Premises") located in **Grant** County Wisconsin, and more particularly described on <u>Exhibit A</u> as attached hereto and incorporated herein;
- C. Landlord and Tenant desire to execute and record this Memorandum in order to provide notice of the Lease.

### NOW, THEREFORE, the parties hereby give notice of the following:

- 1. <u>Lease</u>. Tenant is leasing the Premises on the terms and conditions contained in the Lease which runs with the land. In the event of any conflict between the terms and provisions of the Lease and this Memorandum, the Lease shall control.
- 2. <u>Effective Date and Expiration Date</u>. The term of the Lease (the "Term") shall be effective and shall commence on that date (the "Effective Date") which is specified in Recital B above. The Term shall end on that date (the "Expiration Date") which is 480 full calendar months following the Commercial

Operation Date. The "Commercial Operation Date" shall be the earlier of (i) the date upon which all Turbines (as defined in the Lease) within the Project (as defined in the Lease) are fully installed, commissioned, operational and producing and transmitting commercial quantities of electricity for sale and all approvals necessary for full commercial operation to occur have been obtained by the Tenant, or (ii) the date that Tenant delivers written notice to Landlord electing to trigger the Commercial Operation Date. The Lease shall terminate after seven years from the Effective Date, if the Project on the Premises to which the Lease applies does not begin Commercial Operation within the seven-year period.

- 3. <u>Easements.</u> Pursuant to the Lease, Landlord grants and conveys to Tenant certain easements, including, but not limited to, an exclusive easement prohibiting any obstruction to the free flow of wind (the "Wind Easement") throughout the entire area of the Premises to and for the benefit of the area existing horizontally three hundred and sixty degrees (360°) from any point where any Windpower Facility (as defined in the Lease) is or may be located within the Project at any time from time to time through each point on the surface of the Premises, together vertically through all space located above the surface of the Premises, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Premises to each point and on and along such line to the opposite exterior boundary of the Premises. Landlord also grants to Tenant an easement to permit Turbines from any part of the Project to overhang or encroach upon the Premises.
- 4. Ownership of Windpower Facilities. Landlord shall have no ownership and no other interest in any Windpower Facilities installed on the Premises by Tenant and Tenant may remove any or all Windpower Facilities at any time.
- 5. <u>Assignment and Subletting</u>. Tenant may assign all or any portion of the Lease or its rights under the Lease or sublet all or any part of the Premises or the Windpower Facilities without obtaining the consent of Landlord.
- 6. Other terms of the Lease. Information regarding additional terms and conditions of the Lease may be obtained by inquiry of the parties at the following respective addresses:

Tenant:
Red Barn Energy, LLC
618 2<sup>nd</sup> Avenue SE
Minneapolis, MN 55414

Landlord:
Bollant Farms Partnership
10818 Pine Knob Lane
Stitzer WI 53825

7. <u>Counterparts</u>. This Memorandum may be executed in one or more counterparts each of which shall be an original and all of which together shall be but one agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

TENANT:

Red Barn Energy, LLC

LANDLORD:

nt and Mienres Bullint

Bollant Farm Partnership

M. Lee Glover

General Manager of White Wind Ventures, LLC

Agent to Red Barn Energy, LLC

Name:

Maille.

itle: ()[[])Y\

By: Steve Bollant

Title: Ouner

This instrument was drafted by: Angeli Modjeski Red Barn Energy, LLC 618 2nd Avenue SE Minneapolis, MN 55414 Fax (612) 331-1086

### ACKNOWLEDGMENTS TO MEMORANDUM OF WIND ENERGY GROUND LEASE

The foregoing instrument was acknowledged before me this for day of Clandlord.  Gab  Wisconstruction  State of Wisconstrument was acknowledged before me this day of Clandlord.  The foregoing instrument was acknowledged before me this day of Clandlord.  The foregoing instrument was acknowledged before me this day of Clandlord.  Notas Stepher's Sai for Sain Sign of Sank)  Notas Stepher's Sai for Sain Sign of Sank)  Signature of Notary Public or Other Official  Signature of Notary Public or Other Official  Signature of Notary Public or Other Official  Angell J MODJESKI  ANGELL J	STATE OF WISCONSIN }	
STATE OF WISCOMING THE STATE OF MISCOMING THE		
STATE OF WISCONSIN  The foregoing instrument was acknowledged before me this day of CLandlord.  Signature of Notary Public or Other Official  The foregoing instrument was acknowledged before me this day of CLandlord.  (Landlord).  Notary Public or Other Official  Signature of Notary Public or Other Official  Signature of Notary Public or Other Official  STATE OF MINNEROURA  SSTATE OF MINNEROURA  SSTATE OF MINNEROURA  ANGELI J MODJESKI  Notary Steman or Seal for other Title Day  Notary Public, State of Minnesota Imprired  Notary Steman or Seal for other Title Day  Notary Public, State of Minnesota Imprired  Notary Steman or Seal for other Title Day  Notary Public, State of Minnesota Imprired  Notary Steman or Seal for other Title Day  Notary Stema	by beatawant	before me this 5th day of 1000 (Landlord).
STATE OF WISCONSIN }ss  COUNTY OF	Notary Stamp or Seal (or other Pitle or Rank)	Ja. J. R. Dag Do O.
The foregoing instrument was acknowledged before me this day of	Public /	Signature of Notary Public or Other Official
The foregoing instrument was acknowledged before me this the day of	***************************************	
The foregoing instrument was acknowledged before me this day of	}ss	
Signature of Notary Public or Other Official  Signature of Notary Public or Other Official  STATE OF MINNEAGORA  SS  COUNTY OF   COUNTY OF   SS  COUNTY OF   COUNT	The foregoing instrument was acknowledged	before me this day of, 2018
STATE OF MINNEROURAN  SS  COUNTY OF   COUNTY OF   SS  COUNTY OF		La La Oco Octo
COUNTY OF Section  The foregoing instrument was acknowledged before me this day of section day o	Public	Signature of Notary Public or Other Official
COUNTY OF Leven  The foregoing instrument was acknowledged before me this day of leven  2017 by M. Lee Glover, as Agent to Red Barn Energy, LLC, a Minnesota limited liability company, on behalf of the company (Tenant).  Notary Stams or Seal (or other Title or Behalf of the Company Public, State of Minnesota My Commission Expires	STATE OF MINESONA!!	
2017 by M. Lee Glover, as Agent to Red Barn Energy, LLC, a Minnesota limited liability company, on behalf of the company (Tenant).  Notary Stamp or Seal (or other Tithe a Behalf of the Company Public, State of Minnesota My Commission Expires	county of Levecin}	· ·
ANGELI J MODJESKI Notary Public, State of Minnesota My Commission Expires	2017 by M. Lee Glover, as Agent to Red Ba	wledged before me this 1 day of 2 company, on arn Energy, LLC, a Minnesota limited liability company, on
January 31, 2020 Notary Public	ANGELI J MODJESKI	Notary Public

# EXHIBIT A Description of Real Property

PID # 012-00041-0000, 012-00040-0000, 062-00066-0000, 062-00063-0000

The West Half (W ½) of the Southwest Quarter (SW ¼) of Section 2, EXCEPT the Northeast Quarter (NE ¼) of the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of said Section 2. The East Half (E ½) of the Southeast Quarter (SE ¼) of Section 3, all in Township 5 North, Range 1 West of the 4<sup>th</sup> P.M., Grant County Wisconsin. EXCEPT parcel of land conveyed to Richard James Molzof by Warranty Deed recorded in Volume 628 of Records, Page 219.

### PID # 062-00472-0000, 062-00471-0000, 062-00473-0000

The Northeast Quarter (NE ¼) of Section 23, Township 6 North, Range 1 West of the 4th P.M., Grant County, Wisconsin, EXCEPT 19 acres off the West side of the Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of said Section 23, which 19 acre tract is described as follows: Beginning 2,000 feet West of the Southeast corner of the above Northeast Quarter (NE ¼) of said Section 23; thence West 640 feet; thence North 1325 feet; thence East 593 feet; thence Southerly 1325 feet to the place of beginning.

### PID # 062-00558-0000

All that part of land lying North of Northwestern right of way of Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of Section 26, Township 6 North, Range 1 West of the 4<sup>th</sup> P.M., Grant County, Wisconsin.

### PID # 062-00561-0000, 062-00556-0000, 062-00553-0000, 062-00554-0000

The East Half (E ½) of the Northwest Quarter (NW ¼) and the West Half (W ½) of the Northeast Quarter (NE ¼) of Section 26, Township 6 North, Range 1 West of the 4<sup>th</sup> P.M., Grant County, Wisconsin. All that part of land lying North of Northwestern right of way of Northwest Quarter (NW ¼) of Northwest Quarter (NW ¼) of Section 26, Town 6 North, Range 1 West. (Consisting of 1 ½ acres, more or less).

### PID # 062-00604-0000, 062-00601-0020, 062-00582-0000, 062-00581-0000

The East one Half (E ½) of the Southeast Quarter (SE ¼) of Section 28 lying Southerly and Easterly of that property as described in Volume 814, Page 507, Document No. 604238, Grant county Registry, all being in Town 6 North, Range 1 West of the 4<sup>th</sup> P.M., Grant County, Wisconsin. ALSO including the North One Half (N ½) of the Southwest Quarter (SW ¼) of Section 27, all in Town 6 North, Range 1 West of the 4<sup>th</sup> P.M., Grant County, Wisconsin.

PID #062-00583-0000, 062-00584-0000, 062-00706-0000, 062-00711-0000, 062-00718-0000, 062-00704-0000

The S Half of the SW ¼ of Section 27; the E Half of the NW ¼ of Section 34; all that part of the NW ¼ of the SE ¼ of Section 34, lying East of Bethel Road. A parcel of alnd in the SW corner of the NE ¼ of Section 34, being all that part of said quarter section lying West of Bethel Road. All in Township 6 North, Range 1 West of the 4<sup>th</sup> P.M., Grant County, Wisconsin.

### PID #062-00667-0010

A tract of land in the Southeast Quarter of the Northeast Quarter (SE ¼ NE ¼) of Section 32 in Township 6 North of Range 1 West of the 4<sup>th</sup> P.M., Grant County, Wisconsin, described as follows, to-wit: Beginning at the Southeast corner of the Southeast Quarter of the Northeast Quarter (SE ¼ NE ¼) of said Section 32; thence North 60 rods; thence West 4 rods; thence South 60 rods; thence East 4 rods to the point of beginning.

PID #062-00683-00010, 062-00679-0010, 062-00666-0000, 062-00678-0010, 062-00678-0000, 062-00679-0020, 062-00679-0000

The Southeast Quarter (SE ½) of Section 32 EXCEPT that portion which lies North of the Town Road which runs in an Easterly and Westerly direction through said Section and also EXCEPTING the following described lands, to-wit: Commencing at the South Quarter corner of Section 32; thence North 1451'; Thence East 1320'; thence South 1451'; thence West 1320' to the place of beginning. All in Township 6 North of Range 1 West of the 4th P.M., Grant County, Wisconsin.

### PID #062-00694-0010, 062-00695-0010, 062-00690-0010

The West Half of the Southwest Quarter (W ½ SW ¼) and the Southwest Quarter of the Northwest Quarter (SW ¼ NW ¼) of Section 33, EXCEPT a strip of land 2 rods wide off from the East side of the Southwest Quarter of the Northwest Quarter (SW ¼ NW ¼) of Section 33 in Township 6 North of Range 1 West of the 4<sup>th</sup> P.M., Grant County, Wisconsin.

### PID #062-00684-000, 062-00687-0000, 062-00708-0000, 062-00710-0000

The East Half (E ½) of the Northeast Quarter (NE ½) of Section 33 and the West Half (W ½) of the Northwest Quarter (NW ½) of Section 34, except a strip of land 24 feet wide and 80 rods long on the North side of the Northwest Quarter (NW ½) of the Northwest Quarter (NW ½) of Section 34. All lying and being in Township 6 North, Range 1 West of the 4<sup>th</sup> P.M., Grant County, Wisconsin.

### PID #062-685-0000, 062-00686-0000, 062-00688-0000, 062-00692-0000

West Half (W ½) of the Northeast Quarter (NE ¼) and East Half (E ½) of the Northwest Quarter (NW ¼). All in Section 33, Town 6 North, Range 1 West of the 4<sup>th</sup> P.M., Grant County, Wisconsin.

### PID #062-00697-0000, 062-00698-0000, 062-00700-0000

The North Half (N ½) of the Southeast Quarter (SE ¼) and the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of section 33, Town 6 North, Range 1 West of the 4th P.M., Grant County, Wisconsin.

### PID #062-00693-0000, 062-00696-0000, 062-00699-0000

The East Half (E ½) of the Southwest Quarter (SW ¼) and the Southwest Quarter (SW ¼) of Southeast Quarter (SE ¼) of Section 33, Town 6 North, Range 1 West of the 4th P.M., Grant County, Wisconsin.

### PID #062-00730-0000, 062-00724-0000

The Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) and the Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼), all in Section 35, Town 6 North, Range 1 West of the 4<sup>th</sup> P.M., Grant County, Wisconsin.



	-				Marilyn Pierce
	DOCUMENT NO.	MEMORANDUM OF	AMENDMENT	1	Register of Deeds
		OF WIND ENERGY	LEASE AND		GRANT COUNTY WI
	004400	EASEMENT AGI	REEMENT		09:30 AM
	801133				Fee Pd:30.00
	10/4/2 CIM 2 F 4	E1/2-SE-28-6-1	SE-32-6-1		TransFee:0.00
	W1/2-SW-2-5-1				Exempt: Pgs:8N1/2-SE-33-6-1
	E1/2-SE-3-5-1	N1/2-SW-27-6-1	W1/2-SW-33	B-6-1	<u>~</u>
1		S1/2-SW-27-6-1	SW-NW-33-	6_1	SE-SE-33-6-1
	NE-23-6-1			8 0	E1/2-SW-33-6-1
	NW-NW-26-6-1	E1/2-NW-34-6-1	E1/2-NE-33-	6-1	E 1/2-5VV-33-0-1
		NW-SE-34-6-1	W1/2-NW-34	161	SW-SE-33-6-1
	E1/2-NW-26-6-1	111V-3E-34-0-1	VV 1/Z-IVVV-34	+-O- I	OF NW 05 0 4
	W1/2-NE-26-6-1	SW-NE-34-6-1	W1/2-NE-33	-6-1	SE-NW-35-6-1
	10 10 10 111/19/20/03	OF NE 20 C 4	E4/0 NIVA/ 00	0.4	SW-NE-35-6-1
	NW-NW-26-6-1	SE-NE-32-6-1	E1/2-NW-33		
				THIS S	PACE RESERVED FOR RECORDING
					DATA

THIS MEMORANDUM OF AMENDMENT TO WIND ENERGY LEASE AND **EASEMENT** AGREEMENT ("Memorandum of Amendment"), is dated 3/2 & \_, 2019, and is made by Steven Bollant and Thomas Bollant, d/b/a Bollant Farm Partnership, (hereinafter "Original Landlord") and Bollant Farms, Inc. (hereinafter "Replacement Landlord") and Red Barn Energy, LLC, a a

Minnesota Limited Liability Company ("Tenant"), collectively (the "Parties").

E1/2-NW-34-6-1

S1/2-SW-27-6-1

SE-SE-33-6-1 RECITALS:

N1/2-SE-33-6-1

NW-SE-34-6-1 NW-NW-34-6-1 NAME AND RETURN ADDRESS

801133 April 15 2019

Red Barn Energy, LLC Attn: Paul White 618 2nd Avenue SE Minneapolis, MN 55414

PARCEL IDENTIFICATION NUMBER(S)

SEE EXHIBITS A AND B

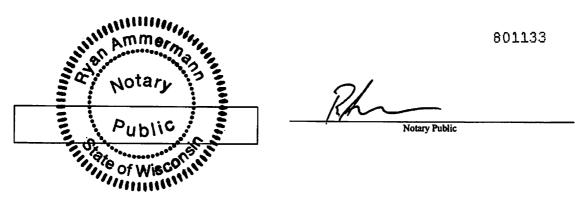
- A. Original Landlord and Tenant entered into a Wind Energy Lease and Easement Agreement dated January 17, 2018, (hereinafter the "Lease") by which Tenant is leasing the Premises from Landlord, a memorandum of which was recorded in the Office of the Register of Deeds in Grant County, Wisconsin on January 22, 2018 as Document Number 791900 covering the real property described on the attached Exhibit A (the "Premises");
- B. As of the date of the Lease, the correct fee owner of the real property described on the attached Exhibit B (the "Replacement Landlord Premises") was Replacement Landlord;
- C. Original Landlord, Replacement Landlord and Tenant wish to modify the Lease to replace Original Landlord with Replacement Landlord as the Landlord under the Lease with respect to the Replacement Landlord Premises;
- D. Replacement Landlord and Tenant wish to modify the Lease to add the real property described on the attached Exhibit B and identified as Additional Land to the Premises.

NOW THEREFORE in consideration of the above and in consideration of the mutual benefit to the parties and other valuable consideration, the sufficiency of which is hereby mutually acknowledged, Original Landlord, Replacement Landlord and Tenant hereby agree to the following:

- 1. Original Landlord is replaced with Replacement Landlord to the Lease with regard to the Replacement Landlord Premises attached hereto as Exhibit B.
- 2. The Lease is modified to add the real property described on the attached Exhibit B and identified as Additional Land.
- 3. Replacement Landlord agrees to be bound by all terms and conditions of the Lease.
- 4. <u>Counterparts</u>. This agreement may be executed in one or more counterparts each of which shall be an original and all of which together shall be but one agreement
- 5. Except as modified above, all other terms and conditions of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Amendment to Wind Energy Lease and Easement Agreement as of the day and year set forth above.

Original Landlord: Bollant Farms Partnership
By DM DOON
Name: Name: And
Title:
By: Sta Ballert
Name: Steve Bollant
Title: 0 w m er
ACKNOWLEDGMENT TO MEMORANDUM OF AMENDMENT TO WIND ENERGY GROUND LEASE
STATE OF Wiscos: > }  COUNTY OF Grant }
The foregoing instrument was acknowledged before me this 28 day of Marc 5  2019 by for Bollan f (Original Landlord)
2019 by Jan 1351/44 P (Original Landlord)
Notary Stamp or Seal (or other Title or Rank)
Bollant Farms, Inc Memo of Amendment



# ACKNOWLEDGMENT TO MEMORANDUM OF AMENDMENT TO WIND ENERGY GROUND LEASE

STATE OF Misconsin	_}
/ (	}ss
COUNTY OF bran	_}

The foregoing instrument was acknowledged before me this 28 day of Man 5

1	ary Stamp or Seal (or other Title or Rank)
7711111	
•	Notary Public Notary

Notary Public

IN WITNESS WHEREOF, the parties have executed this Memorandum of Amendment to Wind Energy Lease and Easement Agreement as of the day and year set forth above.

Replacement Landlord: Bollant Farms, Inc.

By: Strue Bollant

Name: SARUR BOLLANT

Title: OWNART

ACKNOWLEDGMENT TO MEMORANDUM OF AMENDMENT TO WIND ENERGY GROUND LEASE

STATE OF Season

Notary Stamped Martine or Rank)

Notary Stamped Martine or Rank)

Notary Public

Tenant -
Red Barn Energy, LLC
By: Mylos boros
Name: Gould mismu of white wind Vantoris, LCC
Title: Agent to Res Brow Eury, LLC
STATE OF MILLIUS COTA- }
STATE OF MILLIUS COTA } COUNTY OF Henry
The foregoing instrument was acknowledged before me this 2 day of April 2019 by Millian to Red Barn Energy, LLC, a Minnesota
Limited Liability company.
Notes Congress of the or land)
ANGELI J MODJESKI)  Notary Public. State of Minnesota  My Commission Expires
January 31, 2020  Notary Public

## Exhibit A Legal Description of Real Property

PID # 012-00041-0000, 012-00040-0000, 062-00066-0000, 062-00063-0000

The West Half (W ½) of the Southwest Quarter (SW ¼) of Section 2, EXCEPT the Northeast Quarter (NE ¼) of the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of said Section 2. The East Half (E ½) of the Southeast Quarter (SE ¼) of Section 3, all in Township 5 North, Range 1 West of the 4<sup>th</sup> P.M., Grant County Wisconsin. EXCEPT parcel of land conveyed to Richard James Molzof by Warranty Deed recorded in Volume 628 of Records, Page 219.

#### PID # 062-00472-0000, 062-00471-0000, 062-00473-0000

The Northeast Quarter (NE ¼) of Section 23, Township 6 North, Range 1 West of the 4<sup>th</sup> P.M., Grant County, Wisconsin, EXCEPT 19 acres off the West side of the Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of said Section 23, which 19 acre tract is described as follows: Beginning 2,000 feet West of the Southeast corner of the above Northeast Quarter (NE ¼) of said Section 23; thence West 640 feet; thence North 1325 feet; thence East 593 feet; thence Southerly 1325 feet to the place of beginning.

#### PID # 062-00558-0000

All that part of land lying North of Northwestern right of way of Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section 26, Township 6 North, Range 1 West of the 4<sup>th</sup> P.M., Grant County, Wisconsin.

PID # 062-00561-0000, 062-00556-0000, 062-00553-0000, 062-00554-0000

The East Half (E ½) of the Northwest Quarter (NW ¼) and the West Half (W ½) of the Northeast Quarter (NE ¼) of Section 26, Township 6 North, Range 1 West of the 4<sup>th</sup> P.M., Grant County, Wisconsin. All that part of land lying North of Northwestern right of way of Northwest Quarter (NW ¼) of Northwest Quarter (NW ¼) of Section 26, Town 6 North, Range 1 West. (Consisting of 1 ½ acres, more or less).

PID # 062-00604-0000, 062-00601-0020, 062-00582-0000, 062-00581-0000

The East one Half (E ½) of the Southeast Quarter (SE ¼) of Section 28 lying Southerly and Easterly of that property as described in Volume 814, Page 507, Document No. 604238, Grant county Registry, all being in Town 6 North, Range 1 West of the 4<sup>th</sup> P.M., Grant County, Wisconsin. ALSO including the North One Half (N ½) of the Southwest Quarter (SW ¼) of Section 27, all in Town 6 North, Range 1 West of the 4<sup>th</sup> P.M., Grant County, Wisconsin.

PID #062-00583-0000, 062-00584-0000, 062-00706-0000, 062-00711-0000, 062-00718-0000, 062-00704-0000

The S Half of the SW ¼ of Section 27; the E Half of the NW ¼ of Section 34; all that part of the NW ¼ of the SE ¼ of Section 34, lying East of Bethel Road. A parcel of alnd in the SW corner of the NE ¼ of Section 34, being all that part of said quarter section lying West of Bethel Road. All in Township 6 North, Range 1 West of the 4<sup>th</sup> P.M., Grant County, Wisconsin.

#### PID #062-00667-0010

A tract of land in the Southeast Quarter of the Northeast Quarter (SE ¼ NE ¼) of Section 32 in Township 6 North of Range 1 West of the 4<sup>th</sup> P.M., Grant County, Wisconsin, described as follows, to-wit: Beginning at the Southeast corner of the Southeast Quarter of the Northeast Quarter (SE ¼ NE ¼) of said Section 32; thence North 60 rods; thence West 4 rods; thence South 60 rods; thence East 4 rods to the point of beginning.

Bollant Farms, Inc. - Memo of Amendment

PID #062-00683-00010, 062-00679-0010, 062-00666-0000, 062-00678-0010, 062-00678-0000, 062-00679-0020, 062-00679-0000

The Southeast Quarter (SE ¼) of Section 32 EXCEPT that portion which lies North of the Town Road which runs in an Easterly and Westerly direction through said Section and also EXCEPTING the following described lands, to-wit: Commencing at the South Quarter corner of Section 32; thence North 1451'; Thence East 1320'; thence South 1451'; thence West 1320' to the place of beginning. All in Township 6 North of Range 1 West of the 4<sup>th</sup> P.M., Grant County, Wisconsin.

#### PID #062-00694-0010, 062-00695-0010, 062-00690-0010

The West Half of the Southwest Quarter (W ½ SW ¼) and the Southwest Quarter of the Northwest Quarter (SW ¼ NW ¼) of Section 33, EXCEPT a strip of land 2 rods wide off from the East side of the Southwest Quarter of the Northwest Quarter (SW ¼ NW ¼) of Section 33 in Township 6 North of Range 1 West of the 4<sup>th</sup> P.M., Grant County, Wisconsin.

#### PID #062-00684-000, 062-00687-0000, 062-00708-0000, 062-00710-0000

The East Half (E ½) of the Northeast Quarter (NE ¼) of Section 33 and the West Half (W ½) of the Northwest Quarter (NW ¼) of Section 34, except a strip of land 24 feet wide and 80 rods long on the North side of the Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of Section 34. All lying and being in Township 6 North, Range 1 West of the 4<sup>th</sup> P.M., Grant County, Wisconsin.

#### PID #062-685-0000, 062-00686-0000, 062-00688-0000, 062-00692-0000

West Half (W ½) of the Northeast Quarter (NE ¼) and East Half (E ½) of the Northwest Quarter (NW ¼). All in Section 33, Town 6 North, Range 1 West of the 4<sup>th</sup> P.M., Grant County, Wisconsin.

#### PID #062-00697-0000, 062-00698-0000, 062-00700-0000

The North Half (N ½) of the Southeast Quarter (SE ¼) and the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of section 33, Town 6 North, Range 1 West of the 4<sup>th</sup> P.M., Grant County, Wisconsin.

#### PID #062-00693-0000, 062-00696-0000, 062-00699-0000

The East Half (E ½) of the Southwest Quarter (SW ¼) and the Southwest Quarter (SW ¼) of Southeast Quarter (SE ¼) of Section 33, Town 6 North, Range 1 West of the 4<sup>th</sup> P.M., Grant County, Wisconsin.

#### PID #062-00730-0000, 062-00724-0000

The Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) and the Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼), all in Section 35, Town 6 North, Range 1 West of the 4<sup>th</sup> P.M., Grant County, Wisconsin.

# Exhibit B Legal Description of Replacement Landlord Real Property

PID #062-00583-0000, 062-00584-0000, 062-00706-0000, 062-00711-0000, 062-00718-0000, 062-00704-0000

The S Half of the SW ¼ of Section 27; the E Half of the NW ¼ of Section 34; all that part of the NW ¼ of the SE ¼ of Section 34, lying East of Bethel Road. A parcel of land in the SW corner of the NE ¼ of Section 34, being all that part of said quarter section lying West of Bethel Road. All in Township 6 North, Range 1 West of the 4<sup>th</sup> P.M., Grant County, Wisconsin.

PID #062-00697-0000, 062-00698-0000, 062-00700-0000

The North Half (N ½) of the Southeast Quarter (SE ¼) and the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of section 33, Town 6 North, Range 1 West of the 4<sup>th</sup> P.M., Grant County, Wisconsin.

Additional Land PID #062-00709-000

A strip of land 1 ½ rods wide on the North side of the Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of Section 34, Town 6 North, Range 1 West of the 4<sup>th</sup> P.M., Grant County, Wisconsin

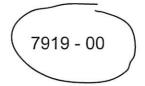
801942
E1/2-NE-33-6-1
W1/2-NW-34-6-1
SE-NE-32-6-1
SE-32-6-1
W1/2-SW-33-6-1
SW-NW-33-6-1
E1/2-NW-26-6-1 W1/2-NE-26-6-1
VV 1/2-1VC-20-0-1

DOCUMENT NO.

#### MEMORANDUM OF AMENDMENT OF WIND ENERGY LEASE AND EASEMENT AGREEMENT

NW-NW-26-6-1 E1/2-SE-28-6-1 N1/2-SW-27-6-1 NW-NW-33-6-1 SW-NW-33-6-1 NW-SW-33-6-1 SW-SW-33-6-1

# May 20 2019 Marilyn Pierce Register of Deeds GRANT COUNTY WI 09:30 AM Fee Pd:30.00 TransFee:0.00 Exempt: Fqs:7



THIS SPACE RESERVED FOR RECORDING DATA

### NAME AND RETURN ADDRESS

Red Barn Energy, LLC Attn: Paul White 618 2nd Avenue SE Minneapolis, MN 55414

PARCEL IDENTIFICATION NUMBER(S)

SEE EXHIBIT A

# THIS MEMORANDUM OF AMENDMENT TO WIND ENERGY LEASE AND EASEMENT AGREEMENT ("Memorandum of Amendment"), is dated \_\_\_\_\_\_\_, 2019, and is

("Memorandum of Amendment"), is dated \_\_\_\_\_\_\_, 2019, and is made by Steven Bollant and Delores Bollant, husband and wife (hereinafter "Landlord") and Red Barn Energy, LLC, a a Minnesota Limited Liability Company (hereinafter "Tenant"), collectively (hereinafter the "Parties").

#### RECITALS:

- A. Steven Bollant and Thomas Bollant, dba Bollant Farm Partnership ("Original Landlord") and Tenant entered into a Wind Energy Lease and Easement Agreement dated January 17, 2018, (hereinafter the "Lease") by which Tenant is leasing the Premises from Landlord, a memorandum of which was recorded in the Office of the Register of Deeds in Grant County, Wisconsin on January 22, 2018 as Document Number 791900;
- B. Bollant Farm Partnership was subsequently dissolved and the ownership of the real estate under Lease with Tenant was split between Thomas Bollant and Annette Bollant, husband and wife and Steven Bollant and Delores Bollant;
- C. On or about April 8, 2019, Steven Bollant and Delores Bollant, husband and wife signed an Amended and Restated Wind Energy Lease and Easement Agreement (the "Amended and Restated Lease") with Tenant;
- **D.** Landlord and Tenant wish to modify Exhibit A of the Amended and Restated Lease to add additional real property to the Amended and Restated Lease.

Bollant, Steven -- Memo of Amendment

NOW THEREFORE in consideration of the above and in consideration of the mutual benefit to the parties and other valuable consideration, the sufficiency of which is hereby mutually acknowledged, Landlord and Tenant hereby agree to the following:

- 1. Exhibit A of the Amended and Restated Lease is replaced with the Amended & Restated Exhibit A attached to this Memorandum of Amendment.
- 2. <u>Counterparts</u>. This agreement may be executed in one or more counterparts each of which shall be an original and all of which together shall be but one agreement
- 3. Except as modified above, all other terms and conditions of the Lease and Amended and Restated Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Amendment to Wind Energy Lease and Easement Agreement as of the day and year set forth above.

Landlord: Steven Bollant

By: Stirl Bollar
Name: Steven Bollant
Landlord: Delores Bollant  By: Bollant
Name: Delores Bollant
ACKNOWLEDGMENT TO MEMORANDUM OF AMENDMENT TO WIND ENERGY GROUND LEASE
STATE OF Wiscourin  Secountry of brond  Secoun
The foregoing instrument was acknowledged before me this day of
Notary Public Notary Public
Bollant, Sieven - Mefro of Arie Greek
` <b>''//////</b> `

# ACKNOWLEDGMENT TO MEMORANDUM OF AMENDMENT TO WIND ENERGY GROUND LEASE

STATE OF Wisconsin }	
COUNTY OF Grant }ss	
The foregoing instrument was acknow	ledged before me this day of
2019 by Delores Bollant, husband of Steve Bo	llant, (Landlord)
Notary Stamp A Sodi (A Oncy Title or Rank)	All to a
Jet Motary 13	Part of the second of the seco
	Notary Public
Public /	
OF MACOUNTAIN	

Tenant -
Red Barn Energy, LLC
By: Wayour
Name: M: Ced Glaze
Title: Count Manager of Whote Wind Ventures, CLC Byont to Res Board Energy, UC
STATE OF MINICESOTA }
STATE OF 14/10/2003 (14
COUNTY OF Hence.
The foregoing instrument was acknowledged before me this Coday of May 2019 by May to Red Barn Energy, LLC, a Minnesot
Limited Liability company.
Ennice Liability Company.
Notary Stamp or Seal (or other Title or Rank)
ANGELI J MODJESKI Notary Public. State of Minnesota My Commission Expires
January 31, 2020 Notary Public

#### Amended and Restated Exhibit A Legal Description of the Premises

The East Half (E1/2) of the Northeast Quarter (NE1/4) of Section 33 and the West Half (W1/2) of the Northwest Quarter (NW1/4) of Section 34, except a strip of land 24 feet wide and 80 rods long on the North side of the Northwest Quarter (NW1/4) of the Northwest Quarter (NW1/4) of Section 34. All lying and being in Township 6 North, Range 1 West of the 4th P.M. in Grant County, Wisconsin.

A tract of land in the Southeast Quarter of the Northeast Quarter (SE1/4-NE1/4) of Section Thirty-two (32) in Township Six (6) North of Range One (1) West of the 4th P.M., Grant County, Wisconsin, described as follows, to-wit: Beginning at the Southeast corner of the Southeast Quarter of the Northeast Quarter (SE1/4-NE1/4) of said Section Thirty-two (32); Thence North 60 rods; Thence West 4 rods; Thence South 60 rods; Thence East 4 rods to the point of beginning.

The Southeast Quarter (SE1/4) of Section Thirty-two (32) EXCEPT that portion which lies North of the Town Road which runs in an Easterly and Westerly direction through said Section and also EXCEPTING the following described lands, to-wit: Commencing at the South Quarter corner of Section Thirty-two (32); Thence North 1451'; Thence East 1320'; Thence South 1451'; Thence West 1320' to the place of beginning. All in Township Six (6) North of Range One (1) West of the 4th P.M., Grant County, Wisconsin.

Also the West Half of the Southwest Quarter (W1/2-SW/14) and the Southwest Quarter of the Northwest Quarter (SW1/4-NW1/4) of Section Thirty-three (33), EXCEPT: A strip of land 2 rods wide off from the East side of the Southwest Quarter of the Northwest Quarter (SW1/4-NW1/4) of Section Thirty-three (33) in Township Six (6) North of Range One (1) West.

The East Half (E1/2) of the Northwest Quarter (NW1/4) and the West Half (W1/2) of the Northeast Quarter (NE1/4) of Section Twenty-six (26), Township Six (6) North, Range One (1) West of the 4th P.M., Grant County, Wisconsin.

All that part of land lying North of Northwestern right of way of Northwest Quarter (NW1/4) of the Northwest Quarter (NW1/4) of Section Twenty-six (26), Township Six (6) North, Range One (1) West of the 4th P.M., Grant County, Wisconsin.

The East One Half (E1/2) of the Southeast Quarter (SE1/4) of Section Twenty eight (28) lying Southerly and Easterly of that property as described in Volume 814, Page 507, Document No. 604238, Grant County Registry, all being in Town Six (6) North, Range One (1) West of the 4th P.M., Grant County, Wisconsin. ALSO including the North One Half (N1/2) of the Southwest Quarter (SW1/4) of Section Twenty-seven (27), all in Town Six (6) North, Range One (1) West, of the 4th P.M. in

Bollant, Steven -- Memo of Amendment

#### Grant County, Wisconsin.

#### **Tax Parcel Numbers:**

062-00684-0000

062-00687-0000

062-00708-0000

062-00710-0000

062-00678-0010

062-00679-0010

062-00683-0010

062-00694-0010

062-00695-0010

062-00666-0000

062-00667-0010

062-00690-0010

062-00553-0000

062-00554-0000

062-00556-0000

062-00561-0000

062-00558-0000

062-00581-0000

062-00582-0000

062-00601-0020

062-00604-0000

062-00678-0000

062-00679-0020

062-00679-0000

#### PIN 062-00689-0010

A strip of land 2 rods wide on the West side of the Northwest Quarter (NW1/4 NW1/4) of Section Thirty-three (33), Township Six (6) North of Range One (1) West of the 4<sup>th</sup> P.M. Grant County, Wisconsin

#### PIN 062-00691-0010

A piece of land described as commencing on the Quarter Section line 15-1/2 rods East of the Northwest corner of the Southwest Quarter of the Northwest Quarter (SW1/4-NW1/4) of Section Thirty-three (33), in Township Six (6) North of Range One (1) West, thence running West on the Quarter Section line 15-1/2 rods to the Quarter Section corner; Thence South on the Section line 12-1/2 rods, thence Northeast to intersect the point of beginning, all in Township Six (6) North of Range One (1) West of the 4<sup>th</sup> P.M. Grant County, Wisconsin

#### PIN 062-00694-0020

Commencing at the West Quarter (W1/4) corner of Section Thirty-three (33) in Township Six (6) North of Range One (1) West; Thence South 89°43'44" East, 1326.37' along the East-West Quarter line of said Section Thirty-three (33); Thence South 00°14'30" East, 426.46' along the East line of the West Half of the Southwest Quarter (W ½-SW1/4) of said Section Thirty-three (33) to the point of beginning; Thence South 00°14'30" East 1464.16' along said East line; Thence South 89°45'30" West 66'; Thence North 00°14'30" West 1454.16'; thence North 89°45'30" East 66' to the point of beginning. Subject to the Easement or Right of Way of Hopewell road and any other Easements of record.

817699 817**699** January 28 2021 DOCUMENT NO. NONDISTURBANCE AND Andres Noethe ATTORNMENT AGREEMENT Register of Deeds GRANT COUNTY WI 09:55 AM Fee Pd:30.00 TransFee: 0.00 Exempt: Pas:8 THIS SPACE RESERVED FOR RECORDING DATA NAME AND RETURN ADDRESS Red Barn Energy, LLC Attn: Paul White THIS NONDISTURBANCE AND ATTORNMENT 618 2nd Avenue SE **AGREEMENT** Minneapolis, MN 55414 ("Agreement"), is dated , 2020, and is made by and between COMPEER PARCEL IDENTIFICATION NUMBER(S) FINANCIAL, FLCA, a federally chartered corporation, ("Mortgagee") and Red Barn Energy, LLC, a Minnesota Limited Liability Company ("Company"), collectively referred to as the ("Parties").

#### RECITALS

- A Bollant Farms, Inc. and Steven Bollant and Delores Bollant, ("Owner"), is the owner of fee simple title to the real property located in Grant County, State of Wisconsin, legally described in the attached <u>Exhibit A</u>, which is incorporated herein by this reference (the "Property").
- B. Owner entered into a Wind Energy Lease and Easement Agreement dated January 17, 2018, as memorialized by the Memorandum of Wind Energy Lease and Easement Agreement dated January 17, 2018, filed January 22, 2018, as Document No. 791900, by and between Steven Bollant and Thomas Bollant, partners d/b/a Bollant Farm Partnership and Red Barn Energy, LLC, a Minnesota limited liability company. Amended by Memorandum of Amendment of Wind Energy Lease and Easement Agreement dated March 28, 2019, filed April

15, 2019, as Document No.801133. Further amended by Memorandum of Amendment of Wind Energy Lease and Easement Agreement dated May 1, 2019, filed May 20, 2019, as Document No. 801942 (collectively, as the same may be modified, supplemented, amended, replaced and/or restated from time to time (the "Easement Agreement") with Company. Under the Easement Agreement, Company has the right to use the Property solely and exclusively for wind energy purposes, as defined in the Easement Agreement, and is granted the exclusive right to use the Property for wind energy purposes. The term of the Easement Agreement terminates 380 full calendar months following the commercial operation date, as defined in the Easement Agreement.

- C. Company plans to expend considerable financial and other resources to erect, construct, reconstruct, replace, relocate, improve, enlarge, alter the voltage, remove, maintain and use wind turbines, appliances, structures, equipment, cables and wires, for the generation and transmission of electrical energy and communications signals, and all related uses, under, on, along and in the Property (the foregoing wind turbines, improvements, roads, facilities, machinery and equipment are collectively defined herein as the "Windpower Facilities").
- D. The Owner granted Wisconsin Open-End Mortgage securing \$3,000,000.00, dated August 3, 2018, filed August 7, 2018, as Document No. 796277, by and between Bollant Farms, Inc., a Wisconsin corporation; Steven W. Bollant and Delores M. Bollant a/k/a Steve Bollant and Delores Bollant, husband and wife, Mortgagor, and Compeer Financial, PCA, as Mortgagee, AND Wisconsin Mortgage securing \$5,000,000.00, dated August 3, 2018, filed August 7, 2018, as Document No. 796278, by and between Bollant Farms, Inc., a Wisconsin corporation; Steven W. Bollant and Delores M. Bollant. a/k/a Steve Bollant and Delores Bollant, husband and wife, Mortgagor, and Compeer Financial, FLCA, as Mortgagee, against the title to the Property (the "Mortgages"). The Owners are currently performing under the Mortgages.
- E. Before it will begin construction of the Windpower Facilities on the Property, Company requires that Mortgagee agree that its mortgage security interests or any exercise of the power of sale granted therein or future ownership or other interest in the Property will not disturb or interfere with the Easement Agreement and Company's intended use and occupancy of the Property, which shall not be diminished or interfered with in any manner by Mortgagee during the term of the Easement Agreement. Mortgagee is willing to so agree, on the terms and conditions stated in this Agreement.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and of the mutual benefits to accrue to the Parties, it is hereby declared, understood and agreed as follows:

1. <u>Consent to Easement and Assignment to Affiliate</u>. Mortgagee hereby consents to the Easement Agreement. Notwithstanding Mortgagee's consent to the Easement Agreement, the Mortgages and all renewals, replacements or extensions thereof, is and shall unconditionally remain at all times a lien on the Property prior and superior to the Easement Agreement, to any

leasehold estate created thereby and to all rights and privileges of Company thereunder, including all rights of first refusal and purchase options, if any. The Easement Agreement, the leasehold estate created thereby, together with all rights and privileges of Company thereunder, are hereby unconditionally subject, and made subordinate, to the lien of the Mortgages in favor of Mortgagee. Mortgagee further consents to the assignment of all of Company's right, title and interest under the Easement Agreement to an affiliate entity formed by Company for the purposes stated herein. Company may effect such assignment of the Easement Agreement to an affiliate company, and further to a third party buyer, and Mortgagee consents to such assignments without further notice. All of the terms and conditions of this Agreement shall inure to the benefit of such assignee.

- 2. <u>Wind Not to be Disturbed</u>. So long as there is no condition or event of default under, and as defined in, the Easement Agreement, Mortgagee agrees that (a) Company's use and occupancy of the Property, or any extension or renewal rights therefor in the Easement Agreement, shall not be diminished or interfered with by Mortgagee during the term of the Easement Agreement or any such extensions or renewals thereof, (b) Mortgagee will not join Company, its assigns and successors, as a party defendant in any action or proceeding foreclosing the Mortgages unless such joinder is necessary to foreclose the Mortgages and then only for such purpose and not for the purpose of terminating the Easement Agreement, and (c) the Easement Agreement shall survive any foreclosure of, or forfeiture under, the Mortgages.
- Post-Termination Relationship. If the interest of Owner in the Property shall be transferred by reason of any foreclosure, trustee's sale or other proceeding for enforcement of the Mortgages or by deed in lieu thereof, Mortgagee shall promptly notify Company and Mortgagee shall recognize Company's right to occupy and operate the Property under the Easement Agreement for the balance of the term thereof, and any extensions or renewals thereof; provided that Company is not in default beyond any applicable cure period. Company does hereby agree to attorn to Mortgagee, said attornment to be effective and self-operative without the execution of any further instruments upon Mortgagee succeeding to the interest of the Owner and notification of any such transfer to Company; provided, however, that Mortgagee shall not be obligated to fulfill any of Owner's obligations under any provision of the Easement Agreement, which obligations shall be the responsibility of Company for so long as Mortgagee is in possession, control, or ownership of the Property. Company shall have no right to sue in or otherwise use Mortgagee's name for any purpose without Mortgagee's prior written consent. No provision contained in the Easement Agreement shall operate to restrict or prevent Mortgagee or Mortgagee's successor in interest from selling, leasing, or otherwise disposing of the Property, including without limitation complying with any applicable federal and/or state right of first refusal laws, for any lawful purpose, including without limitation agricultural purposes. Mortgagee nor Mortgagee's successor in interest shall be subject to any restriction on use or improvement of the Property contained in the Easement Agreement (provided, however, that such use or improvement must not result in a material adverse effect on Company's use and occupancy of the Property and such use or improvement must be consistent with and subject to the terms of this Agreement). Company agrees to indemnify and hold Mortgagee harmless from any and all claims, actions, demands, causes of action or any governmental or regulatory proceeding arising out of or in any way related to Company's use or occupancy of the Property. Mortgagee and Company

shall execute any additional documentation evidencing such attornment as reasonably requested by the other party, provided that the terms of such documentation are acceptable to both parties. Nothing herein shall be construed as a waiver of any contractual claim that Company may have against Owner, or as a release of Owner from liability to Company, on account of the non-performance of any obligation of Owner under the Easement Agreement.

- 4. Recitals Adopted and Incorporated. The Parties hereby adopt and incorporate into this Agreement fully, the Recitals set forth above.
- 5. <u>Successors and Assigns</u>. This Agreement shall run with the land and shall be binding upon and inure to the benefit of the Parties and the respective heirs, administrators, executors, legal representatives, successors and assigns of the Parties.
- 6. <u>Governing Law</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.
- 7. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute a single instrument.
- 8. Entire Agreement Between the Parties. This Agreement shall be the whole, entire and only agreement between the Parties with regard to the attornment of the Mortgage and nondisturbance of the Easement Agreement. This Agreement shall be further amended, supplemented or revised only in writing, signed by the Parties.

IN WITNESS WHEREOF, Mortgagee and Company have caused this Agreement to be executed and delivered by their duly authorized representatives as of the Effective Date.

COMPED FINANCIAL PLCA

Mortagas

Mortgagee:	a federally chartered corporation  By: Printed Name: Title: Sr. Corolland
Company:	By:

shall execute any additional documentation evidencing such attermment as reasonably requested by the other party, provided that the terms of such documentation are acceptable to both parties. Nothing herein shall be construed as a waiver of any contractual claim that Company may have against Owner, or as a release of Owner from liability to Company, on account of the non-performance of any obligation of Owner under the Easement Agreement.

- 4. Recitals Adopted and Incorporated. The Parties hereby adopt and incorporate into this Agreement fully, the Recitals set forth above.
- 5. <u>Successors and Assigns</u>. This Agreement shall run with the land and shall be binding upon and inure to the benefit of the Parties and the respective heirs, administrators, executors, legal representatives, successors and assigns of the Parties.
- 6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.
- 7. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute a single instrument.
- 8. Entire Agreement Between the Parties. This Agreement shall be the whole, entire and only agreement between the Parties with regard to the attornment of the Mortgage and nondisturbance of the Easement Agreement. This Agreement shall be further amended, supplemented or revised only in writing, signed by the Parties.

IN WITNESS WHEREOF, Mortgagee and Company have caused this Agreement to be executed and delivered by their duly authorized representatives as of the Effective Date.

Mortgagee:	COMPEER FINANCIAL, FLCA, a federally chartered corporation
	By: BOOK ODM
	Printed Name: POXY DOIT 2
	Title: SC (105100x (m)(d)(000))
Company:	By: Miliestous
	Printed Name: Red-Barn Energy, LLC, a Minnesota limited
	liability company
	Title: Ocnesai Manager
	А

#### **ACKNOWLEDGEMENTS**

STATE OF WISCONSIN	
COUNTY OF Owne ) ss.	
FLCA, the corporation that executed the winstrument to be the free and voluntary act	before me personally appeared Rechy ORTZ. Closing (cordiffic COMPEER FINANCIAL, within and foregoing instrument, and acknowledged said and deed of said corporation, for the uses and purposes they were authorized to execute said instrument.
IN WITNESS WHEREOF, I have day and year appropriate written.  Public of Wisconsissing of Wisconsissing and Wisconsissing	Signature: Name (Print): WelSie Summers  NOTARY PUBLIC
STATE OF MIDDESCIE ) ss. COUNTY OF Hengen	
instrument, and acknowledged said instrui	me known to be the Accept of Red ability company that executed the within and foregoing ment to be the free and voluntary act and deed of said ourposes therein mentioned, and on oath stated that they
IN WITNESS WHEREOF, I have I day and year first above written.	hereunto set my hand and affixed my official seal the
ANGELI J MODRESKI Notary Public, State of Minnesola My Commission Expires January 31, 2025	Name (Print): Auculis Moos Esici
	NOTARY PUBLIC

# EXHIBIT A Legal description of the Property

Property under Mortgage affected by this Nondisturbance and Attornment Agreement:

#### Parcel 1:

The Northwest Quarter of the Northeast Quarter and the Northeast Quarter of the Northwest Quarter all in Section 33.

Township 6 North, Range 1 West of the 4th P.M., Grant County, Wisconsin.

Parcel 2:

The North Half of the Southeast Quarter and the Southeast Quarter of the Southeast Quarter all in Section 33, Township 6

North, Range 1 West of the 4th P.M., Grant County, Wisconsin.

#### Parcel 2

The North Half of the Southwest Quarter of Section 27, Township 6 North, Range 1 West of the 4th P.M., Grant County,

Wisconsin, EXCEPT that part described in Volume 814, Page 507, as Document No. 604238, more particularly described as follows: Commencing at the East Quarter corner of Section 28; said point being the point of beginning; thence South 07 degrees 24 minutes 02 seconds East 61.29 feet; thence North 88 degrees 58 minutes 01 seconds West 206.78 feet; thence South 44 degrees 22 minutes 06 seconds West 330.30 feet; thence South 76 degrees 08 minutes 51 seconds West 292.49 feet; thence South 18 degrees 55 minutes 13 seconds East 752.93 feet; thence South 15 degrees 52 minutes 33 seconds East 333.34 feet; thence South 83 degrees 47 minutes 51 seconds West 135.93 feet; thence South 83 degrees 56 minutes 42 seconds West 117.43 feet; thence South 01 degrees 15 minutes 27 seconds West 244.64 feet; thence South 04 degrees 46 minutes 14 seconds West 371.32 feet; thence South 88 degrees 28 minutes 38 seconds West 646.95 feet to a point on an existing fenceline; thence North 00 degrees 37 minutes 29 seconds West 1011,99 feet to a point on said fenceline; thence North 00 degrees 30 minutes 16 seconds West 645.39 feet to a point on said fenceline; thence North 53 degrees, 14 minutes 20 seconds East 669.47 feet; thence North 30 degrees 38 minutes 48 seconds West 296.92 feet; thence North 27 degrees 50 minutes 20 seconds East 223.12 feet; thence North 56 degrees 03 minutes 43 seconds East 202.16 feet; thence North 56 degrees 39 minutes 29 seconds East 281.58 feet; thence North 04 degrees 47 minutes 08 seconds West 409.82 feet; thence South 67 degrees 01 minutes 10 seconds East 247.39 feet; thence North 82 degrees 29 minutes 34 seconds East 103.66 feet; thence North 46 degrees 20 minutes 51 seconds East 167.70 feet; thence South 00 degrees 59 minutes 51 seconds East 1164.66 feet to the point of beginning.

#### Parcel 3:

The Southeast Quarter of the Southeast Quarter of Section 28, Township 6 North, Range 1 West of the 4th P.M., Grant County, Wisconsin, EXCEPT that part described in Volume 814, Page 507, as Document No. 604238, more particularly described as follows: Commencing at the East Quarter corner of Section 28; said point being the point of beginning; thence South 07 degrees 24 minutes 02 seconds East 61.29 feet; thence North 88 degrees 58 minutes 01 seconds West 206.78 feet; thence South 44 degrees 22 minutes 06 seconds West 330.30 feet; thence South 76 degrees 08 minutes 51 seconds West 292.49 feet; thence South 18 degrees 55 minutes 13 seconds East 752.93 feet; thence South 15 degrees 52 minutes 33 seconds East 333.34 feet; thence South 83 degrees 47 minutes 51 seconds West 135.93 feet; thence South 83 degrees 56 minutes 42 seconds West 117.43 feet; thence South 01 degrees 15 minutes 27 seconds West 244.64 feet; thence South 04 degrees 46 minutes 14 seconds West 371.32 feet; thence South 88 degrees 28 minutes 38 seconds West 646.95 feet to a point on an existing fenceline; thence North 00 degrees 37 minutes 29 seconds West 1011.99 feet to a point on said

fenceline; thence North 00 degrees 30 minutes 16 seconds West 645.39 feet to a point on said fenceline; thence North 53 degrees, 14 minutes 20 seconds East 669.47 feet; thence North 30 degrees 38 minutes 48 seconds West 296.92 feet; thence North 27 degrees 50 minutes 20 seconds East 223.12 feet; thence North 56 degrees 03 minutes 43 seconds East 202.16 feet; thence North 56 degrees 39 minutes 29 seconds East 281.58 feet; thence North 04 degrees 47 minutes 08 seconds West 409.82 feet; thence South 67 degrees 01 minutes 10 seconds East 247.39 feet; thence North 82 degrees 29 minutes 34 seconds East 103.66 feet; thence North 46 degrees 20 minutes 51 seconds East 167.70 feet; thence South 00 degrees 59 minutes 51 seconds East 1164.66 feet to the point of beginning.

#### Parcel 4:

The Northeast Quarter of the Northeast Quarter of Section 33, Township 6 North, Range 1 West of the 4th P.M., Grant County, Wisconsin.

MANURE EASEMENT 796230 W1/2-SW-2-5-1 E1/2-NE-33-6-1 E1/2-SE-3-5-1 W1/2-NW-34-6-1 SE-NW-35-6-1 NE-23-6-1 SW-NE-35-6-1 SE-NW-4-5-1 NE-SW-4-5-1 S1/2-SE-1-5-2 SE-SW-1-5-2 N1/2-SE-32-6-1 E1/2-NE-12-5-2 W1/2-NE-33-6-1 SW-NE-12-5-2 E1/2-NW-33-6-1 NW-NE-12-5-2 NE-NW-12-5-2

796280
August 7 2018
Marilyn Pierce
Register of Deeds
GRANT COUNTY WI
02:45 PM
Fee Pd:30.00
TransFee:0.00
Pgs /2
Exempt:

Name and Return Address Melissa K. Warner PO Box 1767 Madison, WI 53701-1767

See Attached Exhibit 1.2 + 1.1
Parcel Identification Number

This Manure Easement, (the "Easement") effective upon execution by the parties, (the "Effective Date"), is by and between Thomas J. and Annette J. Bollant, husband and wife, (collectively, the "Grantor") and Steve and Delores Bollant, husband and wife, and Bollant Farms, Inc. (collectively, the "Grantees").

NW-7-5-1

#### RECITAL

The Grantor desires to grant to the Grantees the right to apply Manure (as defined herein) on the Grantor's Property (as defined herein) under the terms and conditions of this Easement.

Now, therefore, in consideration of the mutual covenants in this Easement, the parties agree as follows:

#### SECTION 1: SUBJECT PROPERTIES

1.1 Grantee's Dairy Facility. The Grantee or its assigns owns a dairy facility and may in the future construct additional or alternate dairy facilities located in the Town of Wingville, Town of Clifton and Town of Liberty, Grant County, Wisconsin, which is legally

on the attached Exhibit 1.1 (the "Dairy Facility"). A dairy herd will be maintained at the Dairy Facility by the Grantee. Upon such assignment, such assignee shall fulfill all of the Grantee's obligations under this Agreement.

**1.2** | **Grantor's Real Estate**. The Grantor acknowledges that the real estate which is legally described in the attached Exhibit 1.2, (the "Property") is subject to this Easement.

#### SECTION 2: MANURE EASEMENT AND APPLICATION RIGHTS.

- 2.1 | Term. The rights and obligations of the Grantee to apply Manure on the Property shall commence on the Effective Date and shall continue through and terminate on May 31, 2033 (the "Contract Term") except as provided herein.
  - A Except in the event of default or as otherwise provided herein, the Agreement can only be terminated prior to the expiration of the Contract Term if both Parties agree in writing to terminate the Agreement.
  - B At the time of this Easement all of the Property is subject to a Farm Lease between the Parties and required by Wisconsin Department of Natural Resource to be utilized for the spreading of the Dairy Facility's Manure. In the event the acreage required by government regulations with respect to the Dairy Facility Manure acreage decreases, the acreage subject to this Easement shall decrease on an acre for acre basis notwithstanding the Contract Term. For example, if the required acreage of the Dairy Facility is decreased by 100 acres, the Property subject to this Easement shall be decreased by 100 acres. It is in the intent of the Parties that the Grantees first utilize its, or any affiliated entity of a Grantee, acreage for spreading Manure.
- **2.2 Manure Application Rights**. During the Contract Term, the Grantor hereby grants to the Grantee, and its owners, successors, assigns, employees and agents, the right to apply Manure on, into, and upon those portions of the Property being, from time to time, rented from the Grantor, its successors, or assigns pursuant to that certain Farm Lease between Grantors and Bollant Farms, Inc. for the raising of perennial or annual crops, and to enter on such lands to exercise the rights granted to this Easement; provided, however, Grantee's right to enter Parcel Number 062-000686-000 (1424 Eben ezer Road) is limited by that certain Driveway Easement Agreement between Grantor and Bollant Farms, Inc. of even date herewith. For purposes of this Easement, the term "Manure" shall mean manure produced, in the ordinary course of business, by livestock maintained at the Dairy Facilities and/or at any ancillary livestock housing facility owned or leased by the Grantee, and the byproducts from the digestion, separation or other processing of such manure.
- **2.3 Grantee's Responsibilities.** The Grantee hereby warrants and covenants to the Grantor as follows:
- A. The Grantee shall apply all Manure in accordance and in compliance with all applicable federal, state and local rules, regulations, permits, statutes, and other laws,

and promptly cure and remediate any defect or failure in such compliance. Any and all applications of Manure and other animal biosolids shall be done in a manner to minimize topsoil disturbance and odors, which the Grantor acknowledges to be inherent and a necessary result in such applications.

- B. To the extent reasonably practical, the Grantee shall attempt to honor reasonable requests of the Grantor with respect to the timing, location, and manner of any Manure application pursuant to this Easement.
- C. The Grantee shall be responsible for any damage to the Property resulting from the Grantee's default under the terms of this Easement, the Grantee's negligence, or from any violation of law. Further, the Grantee shall be solely responsible for, and shall indemnify, hold harmless, and defend the Grantor from any and all liability, claims, damages, losses, and expenses, including but not limited to reasonable attorney's fees, arising out of or resulting from the Grantee's actions under this Easement, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, and is caused in whole or in part by any act or omission of the Grantee, its owners, agents or employees. However, in all cases, this obligation to indemnify the Grantor shall extend only to the percentage of negligence of the Grantee in contributing to such claim, damage, loss and expense. In turn, the Grantor shall have the obligation to indemnify the Grantee only to the percentage of negligence of the Grantor is contributing to such claim, damage, loss and expense.

#### SECTION 3: REPLACEMENT OF PRIOR EASEMENTS

This Easement supersedes and replaces any prior manure application and any animal biosolids application easements between the Grantor and the Grantee, whether recorded or not. Each such prior easement shall be deemed terminated as of the effective date of this Easement.

#### **SECTION 4: MISCELLANEOUS**

- 4.1 Successors and Assigns. The Grantee may assign their rights and privileges under this Easement to any entity, individual or otherwise that owns the Dairy Facility. Grantors may assign this Easement provided this Easement shall run with the Property and the Dairy Facility as provided herein. This Easement shall inure to the benefit of, and be binding upon, the Grantor and Grantee, and their respective heirs, successors, and successors-in-interest in the Property and the Dairy Facility, as appropriate. It is specifically understood that the Grantor and/or the Grantee have granted, and in the future, may grant, mortgages and other security interests in their respective properties, which shall be subordinate to the rights granted under this Easement.
- **4.2 Execution of Documents**. All parties agree to execute any and all additional documents that may be necessary to implement the full terms and conditions of this

Easement, including but not limited to any additional state or county permit forms that may be required.

- 4.3 Default. In the event of default, either party shall have all rights and remedies that may exist at law or in equity, including a right to seek specific performance and the right to recover damages for a default of the Easement. In any litigation to enforce the terms of the Easement, the non-defaulting party may recover all costs, damages, and expenses suffered by the non-defaulting party by reason of the defaulting party's default, including attorney fees to the extent permitted by the law. The rights of the parties under this Easement are cumulative and shall not be construed as exclusive unless otherwise required by law.
- **4.4** Severability. If any provision of this Easement is held invalid, that shall not affect any other provision of this Easement.
- **4.5 Jurisdiction and Venue.** The venue for any disputes regarding this Easement shall be Grant County, Wisconsin.
- **4.6 Headings.** The titles to sections of this Easement are not a part of this Easement and shall have no effect upon the construction or interpretation of any part hereof.
- **Notice**. Ann notices, consents, demands and requests which may or are required to be given by either party to the other party shall be in writing personally delivered to that party at their current address, if deposited, postage or fees prepaid, in the U.S. mail or a commercial delivery system. If a party changes it current address, it shall give written notice to the other party in the matter provided in this Section.

In witness whereof, each of the parties hereto has executed this Easement on this 3<sup>rd</sup> day of August, 2018.

**GRANTORS:** 

Thomas J. Bollant

Annette I Bollant

GRANTEES:

Steve Bollant

Delores Bollant

**BOLLANT FARMS, INC.** 

Steve Bollant, President

STATE OF WISCONSIN	)
	) ss
COUNTY OF GRANT	)

Personally came before me this 3<sup>rd</sup> day of August, 2018, the above named Thomas J. and Annette J. Bollant and Steve and Delores Bollant known to me to be the persons who executed the foregoing instrument and acknowledge the same.

Benjamin R. Wood Notary Public, State of Wisconsin My commission is permanent.

This instrument drafted by: Melissa K. Warner Axley Brynelson, LLP PO Box 1767 Madison, WI 53701-1767

#### EXHIBIT 1.1

The East Half (E1/2) of the Northeast Quarter (NE1/4) of Section 33 and the West Half (W1/2) of the Northwest Quarter (NW1/4) of Section 34, except a strip of land 24 feet wide and 80 rods long on the North side of the Northwest Quarter (NW1/4) of the Northwest Quarter (NW1/4) of Section 34. All lying and being in Township 6 North, Range 1 West of the 4<sup>th</sup> P.M. in Grant County, Wisconsin.

Tax Parcel Numbers:

062-00684-0000 062-00687-0000 062-00708-0000 062-00710-0000

#### **EXHIBIT 1.2**

The Northeast Quarter (NE1/4) of Section 23, Township 6 North, Range 1 West of the 4th P.M., Grant County, Wisconsin, EXCEPT 19 acres off the West side of the Southwest Quarter (SW1/4) of the Northeast Quarter (NE1/4) of said Section 23, which 19 acre tract is described as follows: Beginning 2000 feet West of the Southeast corner of the above Northeast Quarter (NE1/4) of said Section 23; thence West 640 feet; thence North 1325 feet; thence East 593 feet; thence Southerly 1325 feet to the place of beginning.

AL\$O EXCEPT, Lot One (1) of Certified Survey Map No. 1836, recorded in Volume 18 of Certified Survey Maps of Grant County on Pages 70 – 72, as Document No. 778194, being located in the Southeast Quarter (S.E.1/4) of the Northeast Quarter (N.E.1/4) of Section Twenty-three (23), Town Six (6) North, Range One (1) West of the 4<sup>th</sup> P.M., Wingville Township, Grant County, Wisconsin.

AL\$O, The SE 1/4 of the NW 1/4 except the North 1 rod thereof; the NE 1/4 of the SW 1/4 excepting that part of a 14 acre tract lying within said NE 1/4 of the SW 1/4 as described in Land Contract recorded in the office of the Register of Deeds for Grant County, Wisconsin, in Volume 510 of Records, Page 345 as Document No. 449860, all of the above described land being in Section 4, T5N, R1W of the 4<sup>th</sup> P.M., Grant County, Wisconsin.

AL\$O, A parcel of land located in the Northwest Quarter (N.W.1/4) of the Southeast Quarter (S.E.1/4) and the Northeast Quarter (N.E.1/4) of the Southeast Quarter (S.E.1/4) of Section Thirty-two (32), Township Six (6) North, Range One (1) West of the 4<sup>th</sup> P.M., Town of Wingville, Grant County, Wisconsin, being part of Lot One (1) of Certified Survey Map #536, recorded as Document #607577, Grant County Registry, and all of Lot One (1) of Certified Survey Map #545, recorded as Document #608745, Grant County Registry, being described as follows:

Commencing at the East Quarter comer of said Section 32;

thence North 89° 30' 34" West 179.53 feet along the East-West Quarter line of said Section 32 to the point of beginning;

therice North 89° 30' 34" West 1296.47 feet along said East-West Quarter line;

theree 200.41 feet on the arc of a curve to the left having a radius of 387.02 feet and a long chord bearing South 65° 45′ 18″ West 198.18 feet along a line of Lot 1 of said Certified Survey Map #545 and along a line of Lot 1 of said Certified Survey Map #536; theree South 50° 55′ 13″ West 281.23 feet along a line of Lot 1 of said Certified Survey Map #536;

ther ce 78.18 feet on the arc of a curve to the right having a radius of 360.41 feet and a long chord bearing South 57° 08' 04" West 78.03 feet along a line of Lot 1 of said Certified Survey Map #536;

ther ce South 38° 54' 56" East 282.67 feet along a line of that property described in Volume 1133, Page 208 recorded as Document #697516, Grant County Registry; thence South 42° 25' 37" West 69.54 feet along a line of said property described in

Volume 1133, Page 208;

thence North 83° 07' 55" West 108.31 feet along a line of said property described in Volume 1133, Page 208;

thence North 63° 04' 11" West 195.24 feet along a line of said property described in Volume 1133, Page 208;

thence North 08° 56' 14" East 134.62 feet along a line of said property described in Volume 1133, Page 208;

thence 146.47 feet on the arc of a curve to the right having a radius of 360.41 feet and a long chord bearing North 83° 23' 25" West 145.47 feet along a line of Lot 1 of said Certified Survey Map #536;

the ce North 71° 44' 52" West 67.43 feet along a line of Lot 1 of said Certified Survey Map #536;

the hoe 98.94 feet on the arc of a curve to the right having a radius of 230.95 feet and a long chord bearing North 59° 28' 34" West 98.19 feet along a line of Lot 1 of said Certified Survey Map #536;

thence North 47° 12' 12" West 382.97 feet along a line of Lot 1 of said Certified Survey Map #536;

thence North 89° 30' 34" West 8.69 feet along a line of Lot 1 of said Certified Survey Map #536;

thence South 00° 27' 06" East 1198.63 feet along a line of Lot 1 of said Certified Survey Map #536;

thence North 89° 20 07" East 574.52 feet along a line of Lot 1 of said Certified Survey Map #536;

thence North 06° 10' 00" East 170.02 feet along a line of Lot 1 of said Certified Survey Map #536;

thence North 24° 22' 03" East 123.23 feet along a line of Lot 1 of said Certified Survey Map #536;

the fice North 35° 26' 47" East 116.79 feet along a line of Lot 1 of said Certified Survey Map #536;

thence North 85° 53' 42" East 1165.73 feet along a line of Lot 1 of said Certified Survey Map #536;

thence South 51° 24' 57" East 388.69 feet along a line of Lot 1 of said Certified Survey Map #536;

thence North 07° 32' 10" West 306.27 feet along a line of Lot 1 of said Certified Survey Map #536;

therece North 82° 07' 31" East 251.36 feet along a line of Lot 1 of said Certified Survey Map #536;

thence North 10° 58' 31" East 279.61 feet;

therice North 27° 32' 29" East 132.02 feet

therice North 23° 55' 07" West 85.66 feet to a comer of Lot 1 of said Certified Survey Map #545;

ther ce North 00° 44' 23" West 145.36 feet along a line of Lot 1 of said Certified Survey Map #545 to the point of beginning.

ALSO, West Half (W1/2) of the Northeast Quarter (NE1/4) and East Half (E1/2) of the Northwest Quarter (NW1/4). All in Section 33, Town Six (6) North, Range One (1) West, being in Grant County, Wisconsin.

ALSO, the West Half (W1/2) of the Southwest Quarter (SW1/4) of Section 2, EXCEPT the Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4) of said Section 2. The East Half (E1/2) of the Southeast Quarter (SE1/4) of Section 3, all in Township 5 North, Range 1 West of the 4<sup>th</sup> P.M., Grant County, Wisconsin. EXCEPT parcel of land conveyed to Richard James Molzof by Warranty Deed recorded in Volume 628 of Records, Page 219.

ALSO, The Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4) and the Southwest Quarter (SW1/4) of the Northeast Quarter (NE1/4), all in Section 35, Town 6 North, Range 1 West of the 4<sup>th</sup> P.M., Grant County, Wisconsin.

ALSO, The Southeast Quarter (S.E.1/4) of the Southeast Quarter (S.E.1/4) and the Southwest Quarter (S.W.1/4) of the Southeast Quarter (S.E.1/4) EXCEPT 1 square acre in the Southwest corner thereof.

Also including that portion of the Southeast Quarter (S.E.1/4) of the Southwest Quarter (S.W.1/4) lying East of the highway running in a Northeast and Southwest direction; all in Section One (1).

The East Half (E.1/2) of the Northeast Quarter (N.E.1/4); also including 25 acres all on the East side of the Southwest Quarter (S.W.1/4) of the Northeast Quarter (N.E.1/4) lying Northeasterly of highway running through said forty; The Northwest Quarter (N.W.1/4) of the Northeast Quarter (N.E.1/4); the East 30 acres of the Northeast Quarter (N.E.1/4) of the Northwest Quarter (N.W.1/4), all in Section Twelve (12).

All in Township Five (5) North, Range Two (2) West of the 4th P.M., Grant County, Wisconsin.

EXCEPT the following parcel of land conveyed by Federal Land Bank Association of Southwest Wisconsin, Attorney in Fact for Farm Credit Bank of St. Paul to David J. Stelpflug and Shirley M. Stelpflug, husband and wife by Warranty Deed dated September 21, 1988 and recorded in Volume 650 of Records, page 469 on September 22, 1988, described as follows:

Commencing at the Southeast corner of said Section 1; thence North 00 degrees 26' 14" East 1353.07 feet along the East line of said Section 1 to the center line of Factory Road; thence North 89 degrees 03' 10" West 604.47 feet along the center line of Factory Road to the point of beginning of parcel; thence South 01 degrees 42' 56" West 50.17 feet; thence South 57 degrees 14' 35" West 179.18 feet; thence North 88 degrees 24' 12" West 277 61 feet; thence South 75 degrees 53' 04" West 294.23 feet; thence North 03 degrees 16' 00" East 223.09 feet to the center line of Factory Road; thence South 89 degrees 03' 10" East 702.42 feet to the point of beginning, containing 2.467 acres, more or less.

Also EXCEPT commencing at the Southeast comer of said Section 1; thence North 00 degrees 26' 14" East 1353.07 feet along the East line of said Section 1 to the center line

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of Factory Road; thence North 89 degrees 03' 10" West 1339.92 feet to the point of
beginning; thence South 03 degrees 16' 00" West 183.53 feet;
thence South 52 degrees 22' 08" West 113.62 feet;
thence South 43 degrees 41' 44" West 86.04 feet:
thence South 31 degrees 33' 40" West 69.68 feet;
thence South 24 degrees 08' 14" West 62.92 feet:
thence South 19 degrees 15' 55" West 66.04 feet;
thence South 14 degrees 30' 51" West 58.40 feet;
thence South 12 degrees 58' 19" West 61.18 feet:
thence South 02 degrees 54' 14" West 61.67 feet;
thence South 10 degrees 59' 59" East 63.09 feet;
thence South 23 degrees 03' 44" East 50.81 feet;
thence South 78 degrees 28' 49" East 24.54 feet;
thence South 22 degrees 37' 36" West 484.16 feet;
thence North 80 degrees 06' 26" West 29.63 feet:
thence South 17 degrees 44' 55" West 1057.26 feet:
thence South 10 degrees 44' 02" West 26.37 feet;
thence South 02 degrees 31' 40" East 1167.09 feet;
thence South 88 degrees 57' 24" West 120.43 feet to the center line of Rock School Road;
thence North 04 degrees 39' 57" East 223.83 feet along the center line of Rock School
Road;
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thence North 13 degrees 38' 29" West 432.61 feet along the center line of Rock School Road to the point of curvature of a curve concave Southwesterly having a radius of 262.22 feet and a long chord which bears North 56 degrees 35' 10" West 357.30 feet; thence along the arc of said curve and Rock School road 393.09 feet to the point of tangency of said curve; thence South 80 degrees 28' 10" West 120.74 feet along the center line of Rock School Road; thence North 87 degrees 40' 06" West 978.47 feet along the center line of said road to the center line of Factory Road; thence North 00 degrees 37' 46" East 1366.60 feet along the center line of Factory Road to the point of curvature of a curve concave Easterly having a radius of 555.90 feet and a long chord which bears North 20 degrees 42' 56" East 381.82 feet; thence along the arc of said curve and Factory Road 389.76 feet to the point of tangency of said curve;

the ice North 40 degrees 48' 05" East 1166.39 feet along the center line of Factory road to the center line of Grand View Road and Factory Road intersection; thence South 88 degrees 22' 35" East 1311.59 feet along the center line of Factory Road to the center line of Orr Road and Factory Road;

thence South 89 degrees 03' 10" East 86.49 feet along the center line of Factory Road to the point of beginning, containing 104.098 acres, more or less, all in Sections 1 and 12, T5N, R2W of the 4th P.M., Grant County, Wisconsin.

All being situated in the County of Grant and State of Wisconsin.

ALSO, A parcel of land located in the Northwest Quarter (N.W.1/4) of the Northwest Quarter (N.W.1/4), the Northeast Quarter (N.E.1/4) of the Northwest Quarter (N.W.1/4), the Southeast Quarter (S.E.1/4) of the Northwest Quarter (N.W.1/4) and the Southwest Quarter (S.W.1/4) of the Northwest Quarter (N.W.1/4) of Section Seven (7), Township

Five (5) North, Range One (1) West of the 4th PM., Town of Clifton, Grant County, Wisconsin, described as follows:

Commencing at the West Quarter comer of said Section 7, said corner being the point of beginning;

thence North 89°24'51" East 1207.85 feet along the East-West Quarter line of said Section to a point in the centerline of a township road known as Annaton Road:

thence 79.13 feet on the arc of a curve to the right with a radius of 300.00 feet and a long chord bearing North 37°47'15" East 78.90 feet along said centerline;

thence North 45°20'39" East 801.24 feet along said centerline;

thence North 38°39'14" West 580.76 feet;

thehce South 80°34'24" West 628.48 feet;

thence North 10°43'00" West 298.81 feet;

thence North 11°01'32" East 194.68 feet;

thence North 69°42'09" East 180.93 feet;

thence North 70°14'14" East 342.51 feet;

thence North 48°33'21" East 413.30 feet;

thence North 55°50'02" East 596.25 feet;

thence North 05°59'25" East 66.60 feet;

thence North 45°26'47" East 419.95 feet to the North-South Quarter line of said Section; thence North 00°59'47" West 77.36 feet along said line to the North Quarter corner thereof;

thence South 89°22'03" West 2439.59 feet along the North line of said Section to the Northwest comer thereof;

thence South 00°26'06" East 33.66 feet along the West line of said Section 7;

062-00471-0000

thence South 00°18'26" East 2637.79 feet along the West line of said Section 7 to the point of beginning.

#### **Tax Parcel Numbers:**

062-00472-0000 062-00473-0000 062-00475-0010 012-00074-0000 012-00076-0000 062-00678-0000 062-00679-0000 062-00685-0000 062-00686-0000 062-00688-0000 062-00692-0000 012-00040-0000 012-00041-0000 012-00063-0000 012-00066-0000 062-00724-0000 062-00730-0000

028-00021-0000 028-00022-0000 028-00359-0000 028-00360-0000 028-00361-0000 028-00363-0000 012-00129-0000 012-00130-0000 012-00131-0000