

Transaction Identification Data for reference only:

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Title Officer: Simon Faust Dane County Title Company, LLC 901 S. Whitney Way Madison, WI 53711 Phone: 608-284-7810 Main Phone: (608)271-2800 Email: simon.faust@danecountytitle.com	

Order Number: C-20215828

SCHEDULE A

1. Commitment Date: February 25, 2020 at 05:59 AM
2. Policy to be issued:
 - (a) ALTA Owner's Policy 2006
 Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below.
 Proposed Policy Amount: \$15,000.00
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:
 ELAINE M. CAVES, OR HER SUCCESSORS, AS TRUSTEE OF THE ELAINE M. CAVES REVOCABLE LIVING TRUST DATED 9/15/09, AS IT MAY SUBSEQUENTLY BE AMENDED
5. The Land is described as follows:
 SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

END OF SCHEDULE A

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; 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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EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 018/0711-361-8510-4 and 018/0711-361-9000-9

The West 1/2 of the Northeast 1/4 of Section 36, Town 7 North, Range 11 East, in the Town of Cottage Grove, County of Dane, State of Wisconsin, EXCEPTING THEREFROM 1 acre of land thereon as in deed described conveying same for cemetery purposes and excepting therefrom further a strip of land 36.7 feet wide extending north along East line of said 80 from center of highway crossing same and commonly known as Cambridge and Buckeye Road to North line of said 80 and bounded as follows: Commencing in center of said highway on East line of said West 1/2 of Northeast 1/4 of Section 36, Town 7 North, Range 11 East and at a point 1410 feet North from Southwest corner of said West 1/2 thence North on said East line 1259 feet to Northeast corner of said West 1/2; thence West on North line thereof 36.7 feet; thence South parallel with said East line of said West 1/2, 1265 feet to the center of said highway; thence Easterly North 80° 45' East, 37.2 feet to the place of beginning of this exception, FURTHER EXCEPTING those lands contained in and conveyed by Warranty Deed to the State of Wisconsin Department of Transportation, recorded October 31, 1996, as Document No. 2808727.

TAX ROLL PARCEL NUMBERS: 018/0711-361-8510-4 & 018/0711-361-9000-9

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**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. Furnish for recordation a Trustee's Deed as set forth herein, ELAINE M. CAVES, OR HER SUCCESSORS, AS TRUSTEE OF THE ELAINE M. CAVES REVOCABLE LIVING TRUST DATED 9/15/09, AS IT MAY SUBSEQUENTLY BE AMENDED, grantor, Purchaser with contractual rights under a purchase agreement with the vested owner, grantee.
6. The Company should be furnished with a copy of the trust instrument, together with satisfactory evidence that the trustee(s) who will execute the instrument(s) required above is or are the duly appointed trustee(s) of the trust.
 - a. The Company reserves the right to add additional items or make further requirements after review of the requested documentation.
7. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
8. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.
9. Payment in full of assessments, general and special, including penalties and/or interest, if any, for the year 2019.
10. Payment of delinquent 2019 real estate taxes in the amount of **\$3,689.31**, plus interest and penalty.
 - a. NOTE: Parcel Number-018/0711-361-8510-4.
 - b. NOTE: Amount calculated as of April 1, 2020 and is subject to change.
11. Payment of delinquent 2019 real estate taxes in the amount of **\$188.34**, plus interest and penalty.
 - a. NOTE: Parcel Number-018/0711-361-9000-9.
 - b. NOTE: Amount calculated as of April 1, 2020, and is subject to change.

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**SCHEDULE B, PART I
REQUIREMENTS**
(continued)

12. Payment of additional premium and other charges due upon establishment of purchase price.

NOTE: Property taxes, including any assessments collected with taxes, for the fiscal year 2018 have been paid. For proration purposes the 2019 amounts are:

Tax Identification Number: 018/0711-361-8510-4

1st installment \$1,852.96

2nd installment \$1,677.49

In the total amount of \$3,530.45 (DELINQUENT). NOTE: Said amount includes a private septic maintenance charge in the amount of \$8.67, and a trash p/u charge in the amount of \$166.80.

Tax Identification Number: 018/0711-361-9000-9

1st installment \$90.12

2nd installment \$90.11

In the total amount of \$180.23 (DELINQUENT).

END OF SCHEDULE B, PART I

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**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 1 will be removed only if no intervening matters appear of record between the effective date of this commitment and the recording of the instruments called for at Item (c) of Schedule B-I, or if a gap endorsement is issued in conjunction with 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. Special taxes or assessments, if any.

NOTE: Exception 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.

3. 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.

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

NOTE: Exception 3 of Schedule B-II 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.

4. 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.

5. Rights or claims of parties in possession not shown by the Public Records.

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**SCHEDULE B, PART II
EXCEPTIONS**
(continued)

NOTE: Exception 5 of Schedule B-II 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, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
7. Easements, or claims of easements, not shown by the Public Records.
8. Any claim of adverse possession or prescriptive easement.

NOTE: Exceptions 6, 7 & 8 will be removed only if the Company receives an original survey which (1) has a current date, (2) is satisfactory to the Company, and (3) complies with current ALTA/NSPS Minimum Survey Standards. If the survey shows matters which affect the title to the property, Exceptions 6, 7 & 8 will be replaced by exceptions describing those matters.

9. Taxes, general and special, for 2020 and subsequent years.
10. Public or private rights, if any, in such portion of the subject premises as may be presently taken, used, laid out or dedicated in any manner whatsoever, for street, highway or alley purposes.
11. Rights of others in and to the use of any drains, ditches, feeders, laterals and/or underground drain tiles or pipes that may be located over, across, in or under the insured premises, and rights to enter upon said premises to maintain the same.
12. Any discrepancies or conflicts in boundary lines, any shortages in area, or any encroachment or overlapping of improvements.
13. Any gaps, gores and/or overlaps between parcels described in Schedule A.
14. This policy does not insure that the land is or contains any certain number of acres.
15. This policy does not insure that parcels of the captioned premises are contiguous parcels.
16. Possible lien or reassessment pursuant to Section 74.485 Wis. Stats. for conversion of the land's use from agricultural.
17. Rights or claims, if any, of tenant(s) in possession under unrecorded lease(s).

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SCHEDULE B, PART II
EXCEPTIONS
(continued)

18. It is stipulated that this policy does not cover or guarantee the title to any tenant fixtures except such as may be finally determined to be part of the real estate, and that the determination of such questions is not part of the Company's obligation under the policy.
19. Apparent private septic maintenance agreement for the above-described premises by reason of the fact that the tax records include a charge for Private Septic Maintenance.
20. Easement granted to Wisconsin Power and Light Company, and conditions thereof, recorded June 16, 1928, as Document No. 490568, and assignments, if any.
21. Conveyance for Highway purposes and conditions thereof, recorded October 31, 1996, as Document No. 2808727.
22. Conveyance of Rights in Land recorded August 6, 1998, as Document No. 3003274.
23. Conveyance of Rights in Land, and conditions thereof, recorded August 6, 1998, as Document No. 3003277.
24. Possible homestead and marital property rights of the spouse of the prospective purchaser in the captioned premises, if said purchaser is married and takes title alone.
25. Judgments and/or liens, if any, docketed or filed against the prospective owner of the captioned premises. Further report will be made as to such judgments and liens when we are advised as to the name of the prospective owner.
26. Federal tax liens if any, against non-titled spouse of the prospective purchaser in the captioned premises, if homestead.

END OF SCHEDULE B, PART II

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Name David N. Hatlebach 490568 & Parcel of
P. O.

Line title Wire Extension Land located between poles _____ and _____

In Consideration Of \$1.00 or other valuable consideration Dollars, the undersigned grant to Wisconsin Power and Light Company, its successors and assigns, the following privileges: To erect and maintain poles, wires, anchors, and other appliances necessary in the conduct of its business of transmitting electricity along the highway through or adjacent to the

land owned by David N. Hatlebach and described as follows: 70.1/2 of 71.2.1/4 of Sec. 36

_____ in the township of Cottage Grove, County of Dane, Wisconsin; To ~~cut down~~ ^{trim} any present or future trees or portions of trees located beneath and which may in the judgment of the above named Company interfere with wires or other equipment placed as above mentioned

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

Signed at Farm, this 6th day of June, 1928

Witness: R. W. Walter
Address: Madison, Wis

David N. Hatlebach Seal.
LAND OWNER

Witness: T. C. Dougan
Address: Madison, Wis

and Lylia I. Hatlebach Seal.
HIS WIFE

490568 a

STATE OF WISCONSIN,

ss.

County of Dane Personally appeared before me this 6th day of June
A. D. 1928, David H. Hattebach + Lydia J. Hattebach
to me known to be the persons who executed the instrument on the other side hereof and acknowledged
the same.

Ralph W. Walter

Notary Public, Dane County, Wis.

My Commission expires June 30 1930



OFFICE OF REGISTER OF DEEDS } ss
DANE CO., WIS.

Received for Record June 16

A. D. 1928 at 8:30 o'clock a. M. ✓H.

And Recorded in Vol. 83 of

Miss on Page 310

O. A. Lewis Register ✓W

WARRANTY DEED

Document No.

RE3004 284

Exempt from fee: s. 77.25(2r)

THIS DEED, made by Elaine M. Caves

grantor, conveys and warrants the property described below to the State of Wisconsin, Department of Transportation, grantee, for the sum of Seventeen Thousand and NO/100 Dollars (\$17,000.00)

Any person named in this deed may make an appeal from the amount of compensation within six months after the date of recording of this deed as set forth in s. 32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the deed shall be treated as the award, and the date the deed is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property: _____

This is not homestead property: (Tax key # 0711-361-8510-4, 0711-361-9000-9)

LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE.

DANE COUNTY REGISTER OF DEEDS

Doc No 2808727

1996-10-31 05:37 PM
Trans. Fee EXEMPT #2R
Rec. Fee 16.00
Pages 4

Return to: Wisconsin Department of Transportation
2101 Wright St.
Madison 53704-2E93

PINS : 09-0711-361-8510-4
09-0711-361-9000-9

Elaine M. Caves
(Signature)

9-19-96
(Date)

Elaine M. Caves
(Print Name)

State of Arizona)
Maricopa County) ss.

On the above date, this instrument was acknowledged before me by the named person(s).

(Signature)

Brenda Star McNemey
(Signature, Notary Public)
"OFFICIAL SEAL"
Brenda Star McNemey
Notary Public Arizona
Maricopa County
My Commission Expires 7/31/98
7-31-98
(Date Commission Expires)

(Print Name)

(Signature)

(Print Name)

(Signature)

(Print Name)

Project I.D. 3080-00-22 This instrument was drafted by the Wisconsin Department of Transportation. Parcel No. 14

4/16

Project: 3080-00-22
 Parcel: 14
 Owner: Elaine M. Caves
 Interest Required: Fee, T.L.E. & Access Rights

Fee title for owner's interest in land contained within the following described tract being part of the Northeast 1/4, Northwest 1/4, and Southwest 1/4 of the Northeast 1/4 of Section 36, T7N, R11E, Town of Cottage Grove, Dane County, Wisconsin:

Commencing at an aluminum monument at the Northeast corner of said Section 36;

Thence S 00°31'27" E along the east line of said Northeast 1/4 Section, 560.47 feet to the point of beginning;

Thence S 00°31'27" E along the east line of said Northeast 1/4 Section, 499.93 feet to Station 507+53.03 on the Reference Line;

Thence S 00°31'27" E along the east line of said Northeast 1/4 Section, 500.06 feet;

Thence S 89°28'33" W, 33.00 feet to the existing west right-of-way line of Deerfield Road;

Thence N 00°31'27" W along the existing west right-of-way line of Deerfield Road, 325.05 feet;

Thence N 57°25'50" W, 126.30 feet;

Thence S 79°57'25" W, 400.06 feet;

Thence S 84°39'21" W, 400.85 feet to point "II";

Thence S 81°53'27" W, 300.04 feet;

Thence S 79°10'00" W, 500.24 feet;

Thence S 84°33'54" W, 300.60 feet;

Thence S 80°28'36" W, 214.91 feet to point "G";

Thence S 80°28'36" W, 230.40 feet;

Thence N 00°34'15" W, 15.18 feet to the existing south right-of-way line of U.S.H. 12-18 as established by pavement splits;

Thence S 80°28'36" W along said existing south right-of-way line, 192.00 feet to the west line of said Northeast 1/4 Section and to point "F";

Thence N 00°34'15" W along the west line of said Northeast 1/4 Section, 43.07 feet to Station 480+71.29 on the Reference Line;

Thence N 00°34'15" W along the west line of said Northeast 1/4 Section, 65.00 feet;

Thence N 76°26'04" E, 405.42 feet;

Thence N 82°04'42" E, 915.09 feet to point "H";

Thence N 87°05'23" E, 201.16 feet;

Thence N 75°27'45" E, 200.91 feet;

Thence N 81°38'55" E, 500.04 feet;

Thence N 79°13'22" E, 300.13 feet;

Thence N 45°38'23" E, 179.33 feet to the existing west right-of-way line of Deerfield Road;

Thence N 00°31'27" W along the existing west right-of-way line of Deerfield Road, 325.07 feet;

Thence N 89°28'33" E, 33.00 feet to the point of beginning.

Said parcel contains 1.86 acres of land already in use for highway purposes and 2.31 acres of additional land.

Also acquired herein are all existing, future, or potential common law or statutory easements or rights of direct access between the right-of-way of the highway, currently designated as U.S.H. 12-18, and all of the abutting remaining real property of the owner(s), whether acquired by separate conveyance or otherwise, where the following-described real estate abuts on said highway:

That land of the owner(s) in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 of Section 36, T7N, R11E, lying north and south of the above described lands, except by means of one private driveway on the northerly side of said highway having the centerline of said private driveway located approximately 1130 feet easterly of the west line of said Northeast 1/4 Section as measured along the Reference Line of U.S.H. 12-18.

Also, except by means of one special crossing on the southerly side of said highway having the centerline of said special crossing located approximately 1130 feet easterly of the west line of said Northeast 1/4 Section as measured along the Reference Line of U.S.H. 12-18.

The above-described private driveway and special crossing are pursuant to the provisions of Section 86.07(2), Statutes.

Also, a temporary limited easement for driveway construction including for such purposes the right to operate the necessary equipment thereon, the right of ingress and egress, as long as required for such public purposes, including the right to preserve, protect, remove, or plant thereon any vegetation that the highway authorities may deem desirable to prevent the erosion of the soil. This easement is to terminate upon completion of the construction of Project I.D. 3080-00-22.

Said easement consists of the following tract of land being part of the Northwest 1/4 of the Northeast 1/4 of said Section 36, T7N, R11E, Town of Cottage Grove, Dane County, Wisconsin:

Commencing at point "H" as located in the above described traverse;

Thence S 82°04'42" W, 163.48 feet to the point of beginning;

Thence S 82°04'42" W, 70.00 feet;

Thence N 07°55'18" W, 25.00 feet;

Thence N 82°04'42" E, 70.00 feet;

Thence S 07°55'18" E, 25.00 feet to the point of beginning.

Said easement contains 0.04 acres.

Also, a temporary limited easement for drainage grading including for such purposes the right to operate the necessary equipment thereon, the right of ingress and egress, as long as required for such public purposes, including the right to preserve, protect, remove, or plant thereon any vegetation that the highway authorities may deem desirable to prevent the erosion of the soil. This easement is to terminate upon completion of the construction of Project I.D. 3080-00-22.

Said easement consists of the following tract of land being part of the Northwest 1/4 of the Northeast 1/4 of said Section 36, T7N, R11E, Town of Cottage Grove, Dane County, Wisconsin:

Beginning at point "G" as located in the above described traverse;
Thence N 80°28'36" E, 125.00 feet;
Thence S 09°31'24" E, 40.00 feet;
Thence S 80°28'36" W, 125.00 feet;
Thence N 09°31'24" W, 40.00 feet to the point of beginning.

Said easement contains 0.11 acres.

Document Number

CONVEYANCE OF RIGHTS IN LAND

Wisconsin Department of Transportation
ED660 796 s.84.09(1) Wis. Stats

WISCONSIN POWER AND LIGHT COMPANY

GRANTOR, for and in consideration of the sum of One dollar and other good and valuable consideration. (\$ 1.00)

grants and conveys any and all rights and interest which, by virtue of prior title, easement, license, or other legal devices, GRANTOR holds in the land described below to the State of Wisconsin, Department of Transportation, GRANTEE, for the purposes of constructing, operating, and maintaining a public highway and appurtenant facilities on, over, under, or across the said land; provided, however that GRANTOR reserves to itself the subordinate right to cross, traverse, or otherwise occupy said land with its present and future overhead or underground transmission lines, appurtenant facilities, and supporting structures in a manner consistent with the purposes of this conveyance and in a manner which will not interfere with normal highway maintenance and operation; provided, further, that the costs of any relocation or alteration of the transmission lines, appurtenant facilities, or supporting structures when required by the GRANTEE for any reason, including accommodating future expanded or additional highway facilities on, over, under or across said land, will be paid by the GRANTEE; provided, however, that the costs of such relocation or alteration, or of the installation of new or additional facilities when done at the instance of and for the purposes of the GRANTOR, will be defrayed by the GRANTOR.

This conveyance shall be binding on the GRANTOR, GRANTEE, and their respective successors and assigns.

Any person named in this conveyance may make an appeal from the amount of compensation within six months after the date of recording of this conveyance as set forth in s.32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance shall be treated as the award, and the date the conveyance is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest in record in the property: None

Legal Description

Only those portions of the Grantor's easements for electrical and gas facilities that lie within the new highway right-of-way limits as shown on Sheet Numbers 4.6 through 4.8 and 4.17 through 4.22 of the Plat of Right-of-Way required for Project 3080-00-02, Madison - Cambridge Road (North Star Road - STH 134), USH 12/18, Dane County, State of Wisconsin.

Said lands lie in the SW-NE and SE-NE of Section 35, and in the SW-NW, SE-NW, SW-NE, NW-NE, and NE-NE of Section 36 T7N, R11E, Town of Cottage Grove; also in the NE-NE of Section 3, in the NW-NW, NW-NE, SW-NE, and SE-SE of Section 2, and in the SW-NW, NW-SW, NE-SW, SE-SW, and SW-SE of Section 1 T6N, R12E, Town of Christiana, Dane County, State of Wisconsin.

The undersigned certify that this instrument is executed pursuant to a resolution of the Board of Directors (or shareholders, stockholders, or members, if authorized by law) of GRANTOR corporation or cooperative.

Acknowledgment

Wisconsin Power and Light Company
GRANTOR Name
Stan Horack
Signature
Acting Director of Electrical Engineering
Title
Stan Horack
Print Name
M. Price
Signature
Asst Corporate Secretary
Title
S. F. Price
Print Name

1/29/98 1/29/98
(Date)

State of Wisconsin
Dane Dane
County } ss.
On the above date, this instrument was acknowledged before me by the named person(s) or officers.

Jeanne Morira
Signature, Notary Public, State of Wisconsin
Jeanne Morira
Print or Type Name, Notary Public, State of Wisconsin
2/7/99 2/7/99
(Date Commission Expires)

RAW Project ID 3080-00-22 / 3080-00-50

This instrument was drafted by Warren E. La Duke Parcel Number 100
u:\Dane County\30800002-22\690convy wpl.doc

1/10

000270

DANE COUNTY REGISTER OF DEEDS

Doc No 3003274

1998-08-06 09:32 AM
Trans. Fee 0.00
Rec. Fee 10.00
Pages 1

This space is reserved for recording data

Return to
Transportation District One
2101 Wright Street
Madison WI 53704-2583

Parcel Identification Number/Tax Key Number
Not Applicable on Utility Parcels

CONVEYANCE OF RIGHTS IN LAND

Wisconsin Department of Transportation
ED660 796 s.84.09(1) Wis. Stats.

000273

DANE COUNTY REGISTER OF DEEDS

Doc No 3003277

1998-08-06 09:32 AM
Trans. Fee 0.00
Rec. Fee 10.00
Pages 1

GTE NORTH INCORPORATED

GRANTOR, for and in consideration of the sum of One dollar and other good and valuable consideration. (\$ 1.00)

grants and conveys any and all rights and interest which, by virtue of prior title, easement, license, or other legal devices, GRANTOR holds in the land described below to the State of Wisconsin, Department of Transportation, GRANTEE, for the purposes of constructing, operating, and maintaining a public highway and appurtenant facilities on, over, under, or across the said land; provided, however that GRANTOR reserves to itself the subordinate right to cross, traverse, or otherwise occupy said land with its present and future overhead or underground transmission lines, appurtenant facilities, and supporting structures in a manner consistent with the purposes of this conveyance and in a manner which will not interfere with normal highway maintenance and operation; provided, further, that the costs of any relocation or alteration of the transmission lines, appurtenant facilities, or supporting structures when required by the GRANTEE for any reason, including accommodating future expanded or additional highway facilities on, over, under or across said land, will be paid by the GRANTEE; provided, however, that the costs of such relocation or alteration, or of the installation of new or additional facilities when done at the instance of and for the purposes of the GRANTOR, will be defrayed by the GRANTOR.

This conveyance shall be binding on the GRANTOR, GRANTEE, and their respective successors and assigns.

Any person named in this conveyance may make an appeal from the amount of compensation within six months after the date of recording of this conveyance as set forth in s.32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance shall be treated as the award, and the date the conveyance is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest in record in the property: None

This space is reserved for recording data

Return to

Transportation District One
2101 Wright Street
Madison WI 53704-2583

Parcel Identification Number/Tax Key Number

Not Applicable on Utility Parcels

Legal Description

Only those portions of the Grantor's easements for communication facilities that lie within the new highway right-of-way limits as shown on Sheet Numbers 4.6 through 4.22 of the Plat of Right-of-Way required for Project 3080-00-02, Madison - Cambridge Road (North Star Road - STH 134), USH 12/18, Dane County, State of Wisconsin.

Said lands lie in the SW-NE and SE-NE of Section 35, and in the SW-NW, SE-NW, SW-NE, NW-NE, and NE-NE of Section 36 T7N, R11E, Town of Cottage Grove; also in the NW-NW, NE-NW, NW-NE, and NE-NE of Section 31, in the SE-SE of Section 30, in the SW-SW, SW-SE and SE-SE of Section 29, in the NW-NW, NE-NW and NW-NE of Section 32, and in the NW-NW, NE-NW, SE-NW, SW-NE, NW-SE, NE-SE, and SE-SE of Section 33 T7N, R12E, Town of Deerfield; also in the NW-NW and NE-NE of Section 3, in the NW-NW, NW-NE, SW-NE, and SE-SE of Section 2, and in the SW-NW, NW-SW, NE-SW, SE-SW, and SW-SE of Section 1 T6N, R12E, Town of Christiana, Dane County, State of Wisconsin.

The undersigned certify that this instrument is executed pursuant to a resolution of the Board of Directors (or shareholders, stockholders, or members, if authorized by law) of GRANTOR corporation or cooperative.

Acknowledgment

GTE North Incorporated

(GRANTOR Name)

[Signature]

(Signature)

Vice President-Wisconsin Division

(Title)

James D. Blanchard

(Print Name)

[Signature]

(Signature)

Assistant Secretary

(Title)

Paul R. Verhoeven

(Print Name)

February 7, 1998

(Date)

State of Wisconsin

) ss.

[Signature]

County

On the above date, this instrument was acknowledged before me by the named person(s) or officers.

[Signature]

(Signature, Notary Public, State of Wisconsin)

Pauline M. Wentland

(Print or Type Name, Notary Public, State of Wisconsin)

8-30-98

(Date Commission Expires)