

242

EASEMENT.

92273 Name-Joe Schoonover/R.R.2 Work Order No. Area Map No. Taxing District County
P.O.Address-Richland Center 8636-1K 9-1-1 Orion Richland

In Consideration of One (\$1.00) Dollars, the receipt whereof is hereby acknowledged, the undersigned grant to the Wisconsin Power and Light Company the following privileges:
To erect and maintain poles, wire, anchors and other appliances necessary in the conduct of its business along and near the north line of U.S.H.14 on land owned by Joe Schoonover and described as follows:

SE $\frac{1}{2}$ of NE $\frac{1}{4}$ and NE $\frac{1}{4}$ of SE $\frac{1}{4}$ all in Sec. 1, T9N, R1E in the Town of Orion, County of Richland, Wisconsin; to cut down any present or future trees or portion of trees, which in the judgment of the above named company may interfere with the wires or other equipment placed as above mentioned.

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

Signed and Sealed at the farm, this 14th day of January, 1941.

Witness: H.L. Baumgarten
Address: Mineral Point, Wis.
Witness: Guy Fesenden
Address: Mineral Point, Wis.

Joe Schoonover (SEAL)
Land owner
Violet Schoonover (SEAL)
His wife.

State of Wisconsin) ss
County of Richland)

Personally appeared before me this 14th day of January, A.D. 1941, Joe Schoonover and Violet Schoonover to me known to be the persons who executed the instrument on the other side hereof and acknowledged the same.

(SEAL) Harry L. Baumgarten
Notary Public, Iowa County, Wis.
My commission expires May 16, 1943

Received for record this 1st day of February
A.D. 1941 at 9 A.M.

Alice N. Poole, Register.

92274

EASEMENT.

Name-F.G. Schuerman Work Order No. Area Map No. Taxing District County
P.O. Address Richland Center WKR 318-89 9-2-6 Buena Vista Richland

In Consideration of One (\$1.00) Dollars, the receipt whereof is hereby acknowledged, the undersigned grant to Wisconsin Power and Light Company the following privileges:
To erect and maintain poles, wire, anchors and other appliances necessary in the conduct of its business over and across as now constructed and as now surveyed, on land owned by F.G. Schuerman and described as follows:

That portion of the S $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Sec. 6, T9N, R2E owned by F.G. Schuerman in the town of Buena Vista, County of Richland, Wisconsin; to cut down any present or future trees or portion of trees, which in the judgment of the above named company may interfere with the wires or other equipment placed as above mentioned.

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

Signed and sealed at Richland Center, this 17th day of October, 1940.

Witness: Geo. W. Bliss
Address: Mineral Point, Wis.
Witness: Harry L. Baumgarten
Address: Mineral Point, Wis.

F.G. Schuerman (SEAL)
Land owner
and Effie Schuerman (SEAL)
His wife.

State of Wisconsin) ss
County of Richland)

Personally appeared before me this 17th day of October, A.D. 1940, F.G. Schuerman and Effie Schuerman, to me known to be the persons who executed the instrument on the other side hereof and acknowledged the same.

(SEAL) Harry L. Baumgarten
Notary Public, Iowa County, Wis.
My commission expires May 16, 1943

Received for record this 1st day of February
A.D. 1941 at 9 A.M.

Alice N. Poole, Register.

are hereby authorized in the event of the non-performance of any of the above agreements, to grant, bargain, sell and convey said real estate at public auction, and make all needful deeds of conveyance to the purchaser thereof, pursuant to the statutes in such case made and provided, and out of the proceeds arising from said sale to reimburse it for all costs, charges, taxes and insurance moneys, which shall have expended in and about the preservation of said premises, or of any suit to foreclose this mortgage, together with a reasonable sum of money as solicitor's fees.

It is understood and agreed by the said mortgagors, that the agreements contained herein shall not be construed in any wise abrogate or abridge any of the rights and remedies given to a mortgagee under section 2209 of the Statutes of Wisconsin, of 1898, and that this instrument shall have all of the force of an instrument drawn in the form set forth in said section.

In Witness Whereof, the said mortgagors have hereunto set our hands and seals this 29th day of March, A.D., 1946.

Signed and Sealed in Presence of
O. E. Sanford O. E. Sanford
A. B. Schroeder A. B. Schroeder

Virgil Radloff (SEAL)
Virgil Radloff
Evelyn Radloff (SEAL)
Evelyn Radloff

STATE OF WISCONSIN,)
Richland County.) ss

Personally came before me, this 29th day of March, A. D., 1946, the above named Virgil Radloff and Evelyn Radloff to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Received for record this 1st day of April, A.D., 1946 at 8:30 o'clock A. M.
O. E. Sanford
(SEAL) Notary Public, Richland County, Wis.
My Commission expires April 24, 1949.

Alice N. Poole Register

101858

EASEMENT

Name William Ghastin Work Order No. Area Map No. Taxing District County 6
P.O.Address Richland Center Wis EWK 9-2-6 Buena Vista Richland
Rural Route No. 2 18-278

In Consideration Of One (\$1.00) Dollars, the receipt whereof is hereby acknowledged, the undersigned grant to Wisconsin Power and Light Company the following privileges:
To erect and maintain poles, wire, anchors and other appliances necessary in the conduct of its business on, over, along, across, and through as surveyed land owned by William Ghastin and described as follows: E. 1/2 of N.W. 1/4 and N.E. 1/4 of S.W. 1/4 All in Sec. 6; T.9.N.; R.2E. in the town of Buena Vista County of Richland, Wisconsin; to cut down any present or future trees or portion of trees, which, in the judgment of the above named company may interfere with the wires or other equipment placed as above mentioned
This agreement is binding upon heirs, successors and assigns of the parties hereto.

Signed and sealed at Farm, this 8 day of November 1945

Witness: R.W.Farrington R.W.Farrington
Address: Montfort, Wis
Witness: Donald Reynolds Donald Reynolds
Address: Mineral Point Wisc

Wm Ghastin (Seal)
Wm.Ghastin Land Owner
Mrs Laura Ghastin (Seal)
Mrs.Laura Ghastin His wife

STATE OF WISCONSIN)
County of Richland) ss. Personally appeared before me this 8 day of November A.D. 1945 William and Laura Ghastin To me known to be the persons who executed the instrument on the other side hereof and acknowledged the same.

Received for record the 2nd day of April A.D. 1946 at 11:30 o'clock A. M.
R. W. Farrington
R. W. Farrington
(SEAL) Notary Public Grant County, Wis.
My commission expires Mar. 14 1948

Alice N. Poole Register

101859

EASEMENT

Name G. W. McCarthy Work Order No. Area Map No. Taxing District County 3
P.O.Address Lone Rock EWK 8-2-3 Buena Vista Richland
Rural Route No. 4154-1

In Consideration of One Dollar (\$1.00) Dollars, the receipt whereof is hereby acknowledged, the undersigned grant to Wisconsin Power and Light Company the following privileges:
To erect and maintain poles, wire, anchors and other appliances necessary in the conduct of its business on, over, across and through land owned by G. W. McCarthy and described as follows: West 1/2 of the NW 1/4 of Sec. 3, T8N, R2E in the town of Buena Vista County of Richland, Wisconsin; to cut down any present or future trees or portion of trees, which, in the judgment of the above named company may interfere with the wires or other equipment placed as above mentioned
This agreement is binding upon heirs, successors and assigns of the parties hereto.

Signed and sealed at Farm, this 30 day of March 1944

Witness: Merton O. Baker Merton O. Baker
Merton O. Baker
Address: Mineral Point, Wis.
Witness: Earl Steensland Earl Steensland
Address: Dodgeville, Wis.

G. W. McCarthy (Seal)
G. W. McCarthy Land Owner
His wife (Seal)

STATE OF WISCONSIN)
County of Richland) ss. Personally appeared before me this 30th day of March A.D. 1944 G. W. McCarthy To me known to be the person who executed the instrument on the other side hereof and acknowledged the same.

Received for record the 2nd day of April A.D. 1946 at 11:30 O'clock A. M.
Merton O. Baker
Merton O. Baker
(SEAL) Notary Public Iowa County, Wis.
My commission expires Jan. 4, 1948

Alice N. Poole Register

ST. WIS.

RIGHT-OF-WAY AUTHORIZATION

VOL. 38 PAGE 325

Exchange 6670 Richland Center No. 309 Easement No. 3450

In consideration of the sum of Twenty Four and 00/100 DOLLARS (\$24.00), the undersigned, for them yes their heirs, successors and assigns, grant and convey unto the GENERAL TELEPHONE COMPANY OF WISCONSIN, its successors and assigns, an exclusive right of way and easement to place, replace, maintain or remove an underground cable telephone line, including associated appliances such as conduits, marker posts and pressure alarm apparatus, on and through certain lands owned by the grantor in the TOWN of Buena Vista Richland County, Wisconsin, and described as:

That part of the SE 1/4 of the SW 1/4 of Section 6 lying East of Willow Creek, and the SE 1/4 of the NE 1/4, and the S 1/2 of the NE 1/4 of the SW 1/4 of Section 6 Twp. 9N., R. 2E.

This grant includes the right, on and through the lands herein before described, to place, replace, maintain or remove additional underground cable telephone lines, together with associated appliances, subsequent to the placing of the telephone line to be initially installed hereunder. It being understood, however, that such additional lines shall be located roughly parallel to, and not more than about 2 feet distant from, the first line installed hereunder.

This grant likewise includes the right of ingress and egress on the lands of the undersigned for the purpose of exercising the rights herein granted; the right to install a gate or to make a temporary opening in any fence on said lands at the point where such fence crosses the route of said telephone line or lines; and the right to cut down and, by continued cutting, to control the future growth of all trees and brush which may, in the judgment of the grantee, interfere with the exercise of the rights herein granted.

The rights herein granted may be assigned by the grantee in whole or in part. The grantor S for them yes their heirs, successors and assigns, covenant not to erect any structure on said lands that would interfere with the installation, replacement, maintenance or removal hereunder of said telephone line or lines and associated appliances.

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

Signed this 2 day of Dec., 1969

WITNESSES: Dan C. Houser

Jasper L. Peckham (SEAL)
Ruth E. Peckham (SEAL)
Ruth E. Peckham's wife

State of Wisconsin)
County of Richland)

Personally appeared before me this 2 day of Dec., 1969 Jasper L. Peckham and Ruth E. Peckham, his wife, to me known to be the person S who executed the instrument above and acknowledged the same.

(Register of Deeds Stamp)
144662-
REGISTER OF DEEDS OFFICE
Richland County, Wis.
RECEIVED FOR RECORD THIS 6th
DAY OF Jan A.D. 1970
P00 O'CLOCK 0 M., AND RECORDED
IN VOL 38 OF misc records PAGE 325
William W. Blackburn REGISTER

Dan C. Houser
Notary Public, State of Wisconsin
My Commission expires June 17, 1973
Document Drafted By
GENERAL TELEPHONE COMPANY OF WISCONSIN
By Dan C. Houser
Work Order No. 667DE744149



225992

Document Number

ORDER CONFIRMING SANITARY
DISTRICT BOUNDARIES

Document Title

VOL 279 PAGE 777

RECORDED

AT 8:30 O'CLOCK A.M.

AUG 25 1997

VOL 279 OF RECORDS PAGE 777-783

REGISTER OF DEEDS

RICHLAND COUNTY, WISCONSIN

BY *M. A. W. Trigg*

Recording Area

Name and Return Address

Kramer & Brownlee
1038 Lincoln Avenue
P. O. Box 87
Fennimore, WI 53809

Parcel Identification Number (PIN)

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, 59.517. WRDA 2/96

**ORDER CONFIRMING TERRITORIAL BOUNDARIES OF THE
SEXTONVILLE WATERWORKS SANITARY DISTRICT, TOWN OF BUENA
VISTA, RICHLAND COUNTY, WISCONSIN**

WHEREAS, the Board of Commissioners of the Sextonville Waterworks Sanitary District located in the Town of Buena Vista, Richland County, Wisconsin, pursuant to Wis. Stat. sec. 60.785(1)(b) has requested this Town Board to confirm the territorial boundaries of said Sanitary District;

WHEREAS, said request contained a legal description of the property which constitutes the territory within the Sanitary District;

WHEREAS, upon receipt of said request this Town Board arranged for a public hearing to be held on August 14, 1997, which was not later than 30 days after the presentation of said request to this Board;

WHEREAS, pursuant to the requirements of Wis. Stat. secs. 60.71(4) and (6), this Town Board caused a notice to be given announcing the hearing of August 14, 1997 and stating the boundaries of the territory of the Sanitary District and said notice was published in the Richland Observer, a newspaper published in the City of Richland Center, Richland County, Wisconsin, the county in which said Sanitary District is located, as a Class 2 notice under Chapter 985 of the Wisconsin Statutes;

WHEREAS, notice was given to the Department of Natural Resources and the Department of Work Force Development of the State of Wisconsin more than ten days prior to the date set for this hearing in the manner required by Wis. Stat. sec. 60.71(4);

WHEREAS, the hearing was held on this 14th day of August, 1997, at which hearing all interested property owners present were given the opportunity of offering objections, criticisms and suggestions as to the confirmation of the territorial boundaries the Sanitary District as outlined;

AND THE FOLLOWING APPEARING TO THE SATISFACTION OF THE BOARD,
THIS BOARD HEREBY DECLARES ITS FINDINGS AS FOLLOWS:

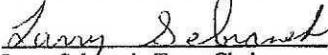
1. A request to confirm the territorial boundaries of the Sextonville Waterworks Sanitary District in the Town of Buena Vista, Richland County, Wisconsin, was properly filed with this Board as provided in Wis. Stat. sec. 60.785(1)(b).
2. The proposed confirmation is necessary due to the fact that there is no documentation of record in the Office of the Register of Deeds for Richland County or in any other location, so far as has been ascertained through the reasonable efforts of the Board of Commissioners of the Sanitary District and their agents, of the boundaries of the Sanitary District although the Sanitary District has been in operation for over twenty (20) years.

3. The public health, safety, convenience and welfare will be promoted by the confirmation of the territorial boundaries of the Sanitary District.
4. The property in the Sanitary District will be benefited by the confirmation of the Sanitary District's boundaries, and no part thereof will not be benefited by such confirmation.
5. All jurisdictional requirements have been met as required by law.
6. The public hearing has been held in the manner required by law.
7. The property proposed to be confirmed as within the Sanitary District does not include any territory located within the corporate limits of a village or a city.
8. The territory proposed to be added to the Sanitary District is located wholly in Richland County, Wisconsin.

NOW, THEREFORE, THE TOWN BOARD OF THE TOWN OF BUENA VISTA, RICHLAND COUNTY, WISCONSIN, PURSUANT TO THE PROVISIONS OF WISCONSIN STATUTE SECTIONS 60.71 AND 60.785 HEREBY ORDERS AND DECLARES AS FOLLOWS:

1. The boundaries of the territory as set forth in said request and as described more particularly in Exhibit "A" which is attached hereto and incorporated by reference as if fully set forth herein shall be and the same are hereby ordered confirmed as and to be the boundaries of the Sextonville Waterworks Sanitary District, Town of Buena Vista, Richland County, Wisconsin.
2. The boundaries of said Sanitary District, as confirmed, are set forth on Exhibit "A" attached hereto.
3. The Town Clerk is hereby directed to cause copies of this order to be filed, as required by Wis. Stat. sec.60.71(7) with the Department of Natural Resources and with the Register of Deeds for Richland County, Wisconsin.

MADE, DETERMINED AND ORDERED this 14th day of August, 1997.


Larry Sebranek, Town Chairman


Everett Parduhn, Town Board Member


Rich Muckler, Town Board Member

VOL 279 PAGE 780

AS THE TOWN BOARD OF THE TOWN OF
BUENA VISTA, RICHLAND COUNTY, WISCONSIN

ATTEST:

Rosemary Buchholz
Rosemary Buchholz, Town Clerk

THIS INSTRUMENT WAS DRAFTED BY
Eileen A. Brownlee

LEGAL DESCRIPTION

SEXTONVILLE SANITARY DISTRICT

Parts of the SE $\frac{1}{4}$ - SW $\frac{1}{4}$, the SW $\frac{1}{4}$ - SW $\frac{1}{4}$ and the NW $\frac{1}{4}$ - SW $\frac{1}{4}$ of Section 5; parts of the SE $\frac{1}{4}$ - NE $\frac{1}{4}$, the SW $\frac{1}{4}$ - NE $\frac{1}{4}$, the NE $\frac{1}{4}$ - SE $\frac{1}{4}$, the SE $\frac{1}{4}$ - SE $\frac{1}{4}$, the SW $\frac{1}{4}$ - SE $\frac{1}{4}$ and the SE $\frac{1}{4}$ - SW $\frac{1}{4}$ of Section 6; parts of the NE $\frac{1}{4}$ - NE $\frac{1}{4}$, the SE $\frac{1}{4}$ - NE $\frac{1}{4}$, the NW $\frac{1}{4}$ - NE $\frac{1}{4}$ and the NE $\frac{1}{4}$ - NW $\frac{1}{4}$ of Section 7; and part of the NW $\frac{1}{4}$ - NW $\frac{1}{4}$ of Section 8; all in Township 9 North, Range 2 East, Township of Buena Vista, Richland County, Wisconsin, described as follows:

Beginning at the west quarter corner of said Section 5;
thence S 00° 24' 48" W 660.35 feet along the west line of the Southwest Quarter of said Section 5 to the northwest corner of the SW $\frac{1}{4}$ - NW $\frac{1}{4}$ - SW $\frac{1}{4}$ of said Section 5;
thence Easterly 660 feet, more or less, along the north line of said SW $\frac{1}{4}$ - NW $\frac{1}{4}$ - SW $\frac{1}{4}$ to its northeast corner thereof;
thence Southerly 660 feet, more or less, along the east line of said SW $\frac{1}{4}$ - NW $\frac{1}{4}$ - SW $\frac{1}{4}$ to its Southeast corner thereof;
thence Easterly 660 feet, more or less, along the north line of the SW $\frac{1}{4}$ - SW $\frac{1}{4}$ of said Section 5 to its northeast corner thereof;
thence continuing Easterly 1,320 feet, more or less, along the north line of the SE $\frac{1}{4}$ - SW $\frac{1}{4}$ of said Section 5 to its northeast corner thereof;
thence Southerly 660 feet, more or less, along the east line of said SE $\frac{1}{4}$ - SW $\frac{1}{4}$ to the centerline of Bear Valley Road;
thence Westerly 125 feet, more or less, along said centerline to the intersection of the northerly extension of the west line of Sextonville Cemetery;
thence Southerly 660 feet, more or less, along the west line of said Sextonville Cemetery and its northerly extension to the south line of said SE $\frac{1}{4}$ - SW $\frac{1}{4}$;
thence Westerly 1,195 feet, more or less, along said south line to its southwest corner thereof;
thence Southerly 330 feet, more or less, along the east line of the N $\frac{1}{2}$ - NE $\frac{1}{4}$ - NW $\frac{1}{4}$ - NW $\frac{1}{4}$ of said Section 8 to its southeast corner thereof;
thence Westerly 660 feet, more or less, along the south line of said N $\frac{1}{2}$ - NE $\frac{1}{4}$ - NW $\frac{1}{4}$ - NW $\frac{1}{4}$ to its southwest corner thereof;
thence Southerly 990 feet, more or less, along the east line of the W $\frac{1}{2}$ - NW $\frac{1}{4}$ - NW $\frac{1}{4}$ to its southeast corner thereof;
thence Westerly 660 feet, more or less, along the south line of said W $\frac{1}{2}$ - NW $\frac{1}{4}$ - NW $\frac{1}{4}$ to the centerline of Sextonville Road;
thence Southerly 150 feet, more or less, along the centerline of Sextonville Road;
thence Westerly 330 feet, more or less, to the west line of the NE $\frac{1}{4}$ - NE $\frac{1}{4}$ - SE $\frac{1}{4}$ - NE $\frac{1}{4}$ of said Section 7;
thence Northerly 150 feet, more or less, along said west line to its northwest corner thereof;

thence continuing Northerly 330 feet, more or less, along the west line of the SE $\frac{1}{4}$ - SE $\frac{1}{4}$ - NE $\frac{1}{4}$ - NE $\frac{1}{4}$ of said Section 7 to its northwest corner thereof;
 thence Westerly 330 feet, more or less, along the south line of the NW $\frac{1}{4}$ - SE $\frac{1}{4}$ - NE $\frac{1}{4}$ - NE $\frac{1}{4}$ of said Section 7 to its southwest corner thereof;
 thence Northerly 330 feet, more or less, along the west line of said NW $\frac{1}{4}$ - SE $\frac{1}{4}$ - NE $\frac{1}{4}$ - NE $\frac{1}{4}$ to its northwest corner thereof;
 thence Westerly 660 feet, more or less, along the south line of the NW $\frac{1}{4}$ - NE $\frac{1}{4}$ - NE $\frac{1}{4}$ of said Section 7 to its southwest corner thereof;
 thence Northerly 330 feet, more or less, along the west line of the SW $\frac{1}{4}$ - NW $\frac{1}{4}$ - NE $\frac{1}{4}$ - NE $\frac{1}{4}$ of said Section 7 to its northwest corner thereof;
 thence Westerly 330 feet, more or less, along the south line of the NE $\frac{1}{4}$ - NE $\frac{1}{4}$ - NW $\frac{1}{4}$ - NE $\frac{1}{4}$ of said Section 7 to its southwest corner thereof;
 thence Northerly 130 feet, more or less, along the west line of said NE $\frac{1}{4}$ - NE $\frac{1}{4}$ - NW $\frac{1}{4}$ - NE $\frac{1}{4}$;
 thence S 89° 40'05" W 553 feet, more or less, along a line parallel to and 200 feet southerly of the north line of the Northeast Quarter of said Section 7 to a point located 437.54 feet east of the west line of the NW $\frac{1}{4}$ - NE $\frac{1}{4}$ of said Section 7;
 thence Southerly 536.85 feet, more or less, along the east line of a parcel as described in Volume 224 of Records, page 537, to a point on the northeasterly right-of-way line of U.S. Highway 14;
 thence N 47° 10' W 1,123.97 feet along said northeasterly right-of-way line to the north line of the Northwest Quarter of said Section 7;
 thence continuing Northwesterly 220 feet, more or less, along said northeasterly right-of-way line to the center of Willow Creek;
 thence Northerly 100 feet, more or less, along the center of Willow Creek to the center of Mother's Run Creek;
 thence Easterly 570 feet, more or less, along the center of Mother's Run Creek to the centerline of County Trunk Highway B;
 thence N 00° 38'41" E 300 feet, more or less, along the centerline of County Trunk Highway B;
 thence N 89° 21'19" W 268.00 feet;
 thence N 00° 38'41" E 220.00 feet;
 thence S 89° 21'19" E 268.00 feet to the centerline of County Trunk Highway B;
 thence N 00° 38'41" E 640 feet, more or less, along said centerline to the northwest corner of the SW $\frac{1}{4}$ - SE $\frac{1}{4}$ of said Section 6;
 thence Easterly 660 feet, more or less, along the north line of the W $\frac{1}{2}$ - SW $\frac{1}{4}$ - SE $\frac{1}{4}$ of said Section 6 to its northeast corner thereof;
 thence Southerly 990 feet, more or less, along the east line of said W $\frac{1}{2}$ - SW $\frac{1}{4}$ - SE $\frac{1}{4}$ to the northwest corner of the S $\frac{1}{2}$ - SE $\frac{1}{4}$ - SW $\frac{1}{4}$ - SE $\frac{1}{4}$ of said Section 6;
 thence Easterly 660 feet, more or less, along the north line of said S $\frac{1}{2}$ - SE $\frac{1}{4}$ - SW $\frac{1}{4}$ - SE $\frac{1}{4}$ to its northeast corner thereof;
 thence continuing Easterly 450 feet along the north line of the S $\frac{1}{2}$ - SW $\frac{1}{4}$ - SE $\frac{1}{4}$ - SE $\frac{1}{4}$ of said Section 6;

thence Northeasterly 710 feet, more or less, to a point located 500 feet Southerly of the north line of the SE $\frac{1}{4}$ - SE $\frac{1}{4}$ of said Section 6;
 thence Northerly 500 feet to the north line of said SE $\frac{1}{4}$ - SE $\frac{1}{4}$;
 thence Easterly 136 feet, more or less, along the north line of said SE $\frac{1}{4}$ - SE $\frac{1}{4}$ to a point located 200 feet Westerly of the east line of the Southeast Quarter of said Section 6;
 thence N 00° 38'41" E 267 feet, more or less;
 thence WEST 181.46 feet;
 thence NORTH 42.24 feet;
 thence WEST 130.00 feet;
 thence NORTH 600.00 feet;
 thence N 14° 19'52" W 67.82 feet;
 thence N 37° 33'19" W 88.21 feet;
 thence N 39° 00'00" W 683.79 feet;
 thence N 46° 26'49" W 90.85 feet;
 thence N 49° 00' 00" W 386.31 feet;
 thence N 41° 03'15" E 376.37 feet along the southeasterly line of Lot 3 of Certified Survey Map No. 156 and its southwesterly extension to the southwesterly right-of-way line of County Trunk Highway BB;
 thence S 48° 56'45" E 384.94 feet along said southwesterly right-of-way line;
 thence continuing along said southwesterly right-of-way line 291.56 feet along the arc of a curve concave to the southwest, whose radius is 1,600.00 feet, whose central angle is 10° 26'26", and whose chord bears South 43° 43'32" East 291.16 feet;
 thence continuing along said southwesterly right-of-way line S 38° 30'19" E 510 feet, more or less, to the north line of the NE $\frac{1}{4}$ - SE $\frac{1}{4}$ of said Section 6;
 thence N 89° 48'20" E 315 feet, more or less, along the north line of said NE $\frac{1}{4}$ - SE $\frac{1}{4}$ to the point of beginning.

Said Sanitary District boundaries encompass 228.30 acres, more or less.

ORDER ADDING TERRITORY TO
SANITARY DISTRICT

Document Number

Document Title

VOL 291 PAGE 590

220214

RECORDED

AT 8:30 O'CLOCK A.M.

JUN 22 1996

VOL 291 OF RECORDS PAGE 590-593

REGISTER OF DEEDS

RICHLAND COUNTY, WISCONSIN

BY *Judith Klein Deputy*

Recording Area

Name and Return Address

Kramer & Brownlee
1038 Lincoln Ave.
Fennimore, WI 53809

Parcel Identification Number (PIN)

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, 59.517 WRS 2/94

**ORDER ADDING TERRITORY TO THE SEXTONVILLE WATERWORKS
SANITARY DISTRICT, TOWN OF BUENA VISTA, RICHLAND COUNTY,
WISCONSIN**

WHEREAS, on May 14, 1998, a petition was filed with the Town Board of the Town of Buena Vista by Ron and Barbara Clary pursuant to the provisions of Wis. Stat. sec. 60.785(1)(a) requesting this Town Board to change the territorial boundaries of the Sextonville Waterworks Sanitary District by adding territory to said Sanitary District;

WHEREAS, said petition contained the information required under Wis. Stat. sec. 60.71(2)(a) and was properly signed and verified as required under Wis. Stat. sec. 60.71(2)(b);

WHEREAS, upon receipt of said request this Town Board arranged for a public hearing to be held on June 11, 1998, which was not later than 30 days after the presentation of said request to this Board;

WHEREAS, pursuant to the requirements of Wis. Stat. sec. 60.71(4), this Town Board caused a notice to be given announcing the hearing of June 11, 1998, and stating the legal description of the territory proposed to be added to the Sanitary District and said notice was published in the Richland Observer, a newspaper published in the City of Richland Center, Richland County, Wisconsin, the county in which said Sanitary District is located, as a Class 2 notice under Chapter 985 of the Wisconsin Statutes;

WHEREAS, notice was given to the Department of Natural Resources and the Department of Workforce Development of the State of Wisconsin more than ten days prior to the date set for this hearing in the manner required by Wis. Stat. sec. 60.71(4);

WHEREAS, the hearing was held on this 11th day of June, 1998, at which hearing all interested property owners present were given the opportunity of offering objections, criticisms and suggestions as to the addition of the territory to the Sanitary District as outlined;

AND THE FOLLOWING APPEARING TO THE SATISFACTION OF THE BOARD,
THIS BOARD HEREBY DECLARES ITS FINDINGS AS FOLLOWS:

1. A petition to add territory to the Sextonville Waterworks Sanitary District in the Town of Buena Vista, Richland County, Wisconsin, was properly filed with this Board as provided in Wis. Stat. sec. 60.785(1)(a).
2. The proposed addition is necessary due to the fact that there is currently residential building on the property, Sanitary District services are reasonably available to the property currently, and it serves the public interest to add the territory to the Sanitary District.
3. The public health, safety, convenience and welfare will be promoted by the confirmation of the territorial boundaries of the Sanitary District.
4. The property sought to be added to the Sanitary District will be benefited by its addition to the Sanitary District, and no part thereof will not be benefited by such confirmation. All of the owners of the property proposed to be added to the Sanitary District have signed the petition

seeking such addition.

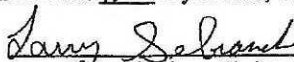
5. All jurisdictional requirements have been met as required by law.
6. The public hearing has been held in the manner required by law.
7. The property proposed to be confirmed as within the Sanitary District does not include any territory located within the corporate limits of a village or a city.
8. The territory proposed to be added to the Sanitary District is located wholly in Richland County, Wisconsin.

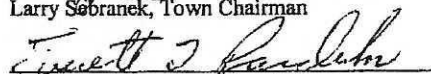
NOW, THEREFORE, THE TOWN BOARD OF THE TOWN OF BUENA VISTA, RICHLAND COUNTY, WISCONSIN, PURSUANT TO THE PROVISIONS OF WISCONSIN STATUTE SECTIONS 60.71 AND 60.785 HEREBY ORDERS AND DECLARES AS FOLLOWS:

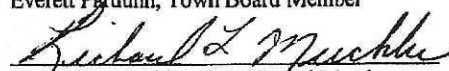
1. The territory proposed to be added to the Sextonville Waterworks Sanitary District, as described more particularly in Exhibit "A" which is attached hereto and incorporated by reference as if fully set forth herein, shall be and the same is hereby ordered added to the Sextonville Waterworks Sanitary District, Town of Buena Vista, Richland County, Wisconsin, and the boundaries of said Sanitary District are hereby changed to incorporate said territory.

2. The Town Clerk is hereby directed to cause copies of this order to be filed, as required by Wis. Stat. sec. 60.71(7) with the Department of Natural Resources and with the Register of Deeds for Richland County, Wisconsin.

MADE, DETERMINED AND ORDERED this 11th day of June, 1998.


Larry Sebranek, Town Chairman


Everett Parduhn, Town Board Member


Richard L. Muckler, Town Board Member

AS THE TOWN BOARD OF THE TOWN OF
BUENA VISTA, RICHLAND COUNTY, WISCONSIN

ATTEST:


Rosemary Buchholz, Town Clerk

THIS INSTRUMENT WAS DRAFTED BY:

Eileen A. Brownlee

VOL 291 PAGE 593

**LEGAL DESCRIPTION
TERRITORY TO BE ADDED TO
SEXTONVILLE WATERWORKS SANITARY DISTRICT**

The parcel of land located in the S ½ NE ¼ and the N ½ SE ¼ of the SW ¼ of Section 6 Buena Vista Township, as expl. vol. /page C90/ 202/672 148/613 134/563

Said parcel contains approximately 39.9 acres, more or less, and is subject to all easements and restrictions of record.

and also

The parcel of land located in the NW ¼ SE ¼ parcel W of AIRPORT, as excp. vol. /page 202/672 148/613 145/050 134/563

Said parcel contains approximately 5.4 acres, more or less, and is subject to all easements and restrictions of record.

and also

A parcel of land located in part of the Southeast Quarter of the Southwest Quarter (SE ¼ - SW ¼) of Section 6, Township 9 North, Range 2 East, Town of Buena Vista, Richland County, Wisconsin, described as follows:

Commencing at the south quarter corner of said Section 6; thence along the east line of the Southwest Quarter of said Section 6, said east line also being the centerline of County Trunk Highway B, North 00° 38' 41" East 460.00 feet; thence North 89° 21' 19" West 33.00 feet to the southeast corner of Lot 1 of a Certified Survey Map as recorded in Volume 2 of Certified Survey Maps, pages 215-216, said corner being on the west right-of-way line of County Trunk Highway B and the POINT OF BEGINNING of the parcel to be described;
thence along said west right-of-way line, South 00° 38' 41" West 300.00 feet, more or less, to the center of the creek which runs through Sextonville, known as Mother's Run; thence westerly along the center of said creek to a point located 235.00 feet, as measured at a right angle from said west right-of-way line; thence North 00° 38' 41" East 288 feet, more or less, to the southwest corner of Lot 1 of said Certified Survey Map; thence along the south line of said Lot 1, South 89° 21' 19" East 235.00 feet to the POINT OF BEGINNING.

Said parcel contains approximately 69,000 square feet, or 1.584 acres, more or less, and is subject to all easements and restrictions of record.

EXHIBIT "A"

A/
245

The United States of America, Do all to whom these presents shall come greeting. Know ye that in pursuance of an act of Congress entitled, an act to raise for a limited time, an additional military force and for other Purposes. Approved February 11th 1847. Henry Kibling or making private in Captain Schaeffers Company Maryland, and District Columbia Volunteers having deposited in the General Land office a warrant in his favor numbered 22,905. There is therefore granted by the United States unto Josiah A. Noonan, assignee of said Henry Kibling, and to his heirs, the East half of the north west Quarter, and the West half of the North East Quarter of section twelve in Township nine north of Range one East in the District of Lands subject to sale at Mineral Point Wisconsin containing one hundred and thirty acres. According to the official Plat of the Survey of the said Land returned to the General Land office by the Surveyor General which said Tracts has been Located in satisfaction of the above mentioned warrant. in pursuance of the act of Congress above mentioned approved February 11th 1847 Do have and to hold the said parts of said sections of Land with the appurtenances thereof unto the said Josiah A. Noonan and to his heirs and assigns forever. In testimony whereof, I Millard, Fillmore President of the United States of America, have caused these Letters to be made Patent and the seal of the General Land office to be hereunto affixed

(L.S.)

Recorded Vol 44, Page 186 } Given under my hand, at the City of Washington.
 The fifteenth day of August in the year of our Lord
 one thousand eight hundred and fifty and of the
 Independence of the United States the seventy fifth
 By the President, Millard, Fillmore
 By *W. W. Evans Secy*
 N. Sargent Recorder of the General Land Office

Know all men by these Presents that I Samuel McCorkell have bargained sold & Released & by these Presents do bargain sell & release unto Jacob Krausopf the right & Privilege to flow by water so much of the Land upon the following described premises. To wit The North East Quarter of the South west quarter, and East half of the north west quarter and the North west Quarter of the north west of section 12 (6) Six in Town 9 (9) nine north of Range 1 (1) two East as shall be necessary for the erection & use of mills upon willow creek. Provided that no dam or obstacle be placed in said creek above where the dam now stands and that the water shall not be raised so as to give more than eight feet head at said Dam at a common stage of water Do have & to hold the aforesaid Privileges unto him the said Krausopf so long as he shall defray the Expenses by paying the taxes that shall be levied thereon And, the said McCorkell his heirs & assigns doth covenant with the said Krausopf his heirs & assigns that he the said McCorkell is the owner of said Premises & has good right to sell & convey the Privilege aforesaid unto him the said Krausopf and the right & title to the same to him the said Krausopf he will forever warrant and defend
 Witness my hand & seal this 25 day of August A.D. 1857

In Presence of
 H. A. Eastland
 Israel Jannay

Samuel McCorkell *(L.S.)*
 By his Attorney in fact
 Andrew McCorkell

State of Wisconsin } ss.
 Richland County } Personally came before me on this 25th day of August A.D. 1857.
 Amos M. Corkell who I am satisfied is the attorney in fact of the grantor Samuel
 M. Corkell named in the within Lease & acknowledged that he signed sealed and
 delivered the same in the name of & as the voluntary act and deed of the said
 Samuel M. Corkell for the use and purposes therein set forth
 - O. L. Britton Justice of the Peace

This Indenture made the Twenty Eighth day of May in the year of our
 Lord one thousand eight hundred and fifty one Between Josiah A. Nooman
 of the City of Milwaukee and State of Wisconsin and Jacob Knouskopf of Logan
 County in the State of Ohio Witnesseth that the said party of the first part
 for and in consideration of the sum of Two hundred and Fifty Dollars to him
 in hand paid by the said party of the second part the Receipt whereof is hereby
 confessed and acknowledged hath given granted bargained sold remised released
 aliened conveyed and confirmed and by these Presents do give grant bargain
 sell remise release alien convey and confirm unto the said party of the second
 part his heirs and assigns forever. All the following piece or parcel of Land
 lying and being in the County of Richland and State of Wisconsin and known
 and described as follow: The East half of the North West Quarter, and the West
 half of the North East Quarter of Section No Twelve (12) of Township No nine (9)
 North of Range No one (1) East in the District of Lands Subject to sale at
 Mineral Point said tract to enfold to contain one hundred and sixty
 acres of Land more or less Together with all and singular the Hereditaments and
 Appurtenances therunto belonging or in any wise appertaining and all the
 Estate right title interest claim or demand whatsoever of the said party of
 the first part either in Law or Equity either in possession or expectancy of in
 and to the above bargained premises and their Hereditaments and Appurtenances
 to have and to hold the said premises as above described with the Heredita-
 ments and appurtenances unto the said party of the second part and to
 his heirs and assigns forever. And the said party of the first part for
 himself his Executors and administrators doth covenant Grant bargain
 and agree to and with the said party of the second part his heirs and assigns
 that at the time of the enrolling and delivery of these Presents he is well
 seized of the premises above described as of A good sure perfect absolute and
 indefeasible Estate of inheritance in the Law in fee simple and that the
 same are free and clear from all incumbrances Except taxes for State
 School and Township purposes and that the above bargained premises
 in the quiet and peaceable possession of the said party of the second part
 his heirs and assigns against all and every person or persons Lawfully
 claiming the whole or any part thereof he will forever warrant and defend
 Except heirs for Taxes
 In witness whereof the said party of the first part hath hereunto set his
 hand and seal the day and year first above written.

sealed and delivered in presence
 S. A. Boardman
 Jason Downer

Josiah A. Nooman
 Mary L. Nooman

State of Wisconsin }
 County of Milwaukee } Be it Remembered that on the Twenty Eighth day of May

296279

VOL 578 PAGE 498

**Document Number
CLEAR ZONE AND AVIGATION EASEMENT**

Wisconsin Department of Transportation - Aeronautics
Exempt from fee: s.77.25(12) Wis. Stats.
DT1486 97 Ch. 114 Wis. Stats

THIS EASEMENT, made by Paul R. Denman, Barbara A. Denman GRANTOR, conveys a perpetual easement, as described in "Addendum A", to the City of Richland Center, GRANTEE, for the sum of Thirty Two Thousand One Hundred and Fifty dollars (\$32,150), for the purpose of airport approach protection.

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

This is homestead property.

Legal Description is attached hereto and made a part of the hereof by reference

THE CONDITIONS OF SAID CLEAR ZONE & AVIGATION EASEMENT OVER THE ABOVE DESCRIBED PARCEL ARE AS STIPULATED IN THE ATTACHED "ADDENDUM A".

Paul R. Denman
(Signature)

Paul R. Denman

Barbara A. Denman
(Signature)

Barbara A. Denman

RECORDED
AT 2:25 O'CLOCK P. M.

DEC 22 2011

VOL 578 OF RECORDS PAGE 498-500

REGISTER OF DEEDS
RICHLAND COUNTY, WISCONSIN

BY Holly R. Beranek

This space is reserved for recording data 3 pgs.

Return to:

Wisconsin Department of Transportation
Bureau of Aeronautics / Real Estate
4802 Sheboygan Avenue - Room 701
PO Box 7914 SW Title
Madison, WI 53707-7914

Parcel Identification Number/Tax Key Number
006-0634-1000, 006-0634-1300

12-22-11
(Date)

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

Holly R. Beranek
(Signature, Notary Public, State of Wisconsin)

Holly R. Beranek
(Print or Type Name, Notary Public, State of Wisconsin)

1-4-15
(Date Commission Expires)



**ADDENDUM A
CLEAR ZONE AND AVIGATION EASEMENT CONDITIONS**

The **GRANTEE** is the owner and operator of the Richland Center Airport, situated in the said County of Richland, State of Wisconsin, and in close proximity to the land of the **GRANTOR**, and the **GRANTEE** desires to obtain and preserve for the use and benefit of the public a right of free and unobstructed flight for aircraft landing upon, taking off from, or maneuvering about the said airport.

For the protection of aircraft landing and taking off at the above named Airport, it is deemed necessary that the land in the immediate approach to the runways of the said airport be, and remain clear of any buildings, structures, objects, growths, or assemblies of persons, other than air navigation facilities.

1. Kelli J. Klitzke, Tami S. Meyer & Amy L. Demars hereinafter called the **GRANTOR**, for themselves, their heirs, successors and assigns, do hereby give and grant to the **GRANTEE** for the use and benefit of the public, a perpetual easement and right-of-way for the free and unobstructed passage of aircraft, and the right to cause such sound, noise, vibration, and dust as may be inherent in the operation of such aircraft, at such altitude or height above the surface of the ground in, through and across the airspace over and above those parts of the **GRANTOR'S** lands which are bounded and described in the legal description made a part of this agreement.

2. The **GRANTOR** for themselves, their heirs, successors and assigns, do hereby covenant and agree that they shall not erect maintain or allow any buildings, structures, or objects to remain or be placed on the real estate described in the legal description made a part of this agreement; will not build, maintain or allow ponds or retention basins or other areas that hold water; will not permit any growths thereon; provided, however, that the **GRANTOR** reserve unto themselves, their heirs, successors and assigns, the right to use the said land for farming purposes including pasturage, and may erect fences, temporarily store and grow low growth farm crops and bring farm machinery on the land temporarily as necessary to carry out farming operations; and provided further that the **GRANTOR** do further reserve unto themselves, their heirs, successors and assigns, the right to retain, use and maintain in their present form and location the following: None .

3. The **GRANTOR**, for themselves, their heirs, successors and assigns, does hereby further covenant and agree that they will not use or suffer the said land to be used by any assembly of persons or in such manner as might attract or bring together an assembly of persons thereon.

4. The **GRANTOR**, for themselves, their heirs, successors or assigns, do hereby further give and grant to the **GRANTEE** a continuing right of entry upon the said land for the purpose of removing and preventing the construction or erection of any buildings, structures, or facilities, and the clearing of trees or other growths or objects on the land, other than those herein expressly excepted.

5. The **GRANTOR** shall not hereafter use or permit or suffer the use of said land in such a manner as to create radio or electromagnetic interference with radio communications between the airport and aircraft.

6. The **GRANTOR** shall not permit lights, lighted signs, and other lighted objects as to make it difficult for pilots to distinguish between airport lights and others, or as to result in glare in the eyes of pilots using the airport, or as to impair visibility in the vicinity of the airport, or otherwise to endanger the landing, taking off or maneuvering of aircraft.

7. The **GRANTOR** shall not use or permit or suffer use of said land in such a manner as to create a potential for attracting birds or other wildlife which may pose a hazard to aircraft.

8. It is understood and agreed that these covenants and agreements shall be binding upon the heirs, administrators, executors and assigns of the parties, that these covenants and agreements shall run with the land, and that for the purposes of this instrument, the real estate described in this easement and owned by the **GRANTOR** shall be the servient tenement, and the **GRANTEE** shall be dominant tenement.

A PARCEL OF LAND BEING A PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, T9N, R2E, TOWN OF BUENA VISTA, RICHLAND COUNTY, WISCONSIN MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 6; THENCE N00°20'07"E ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 6 A DISTANCE OF 900.00 FEET TO THE POINT OF BEGINNING.

THENCE N89°39'53"W ALONG THE NORTH LINE OF LOT 1, CSM 301 AND ITS EXTENSION THEREOF A DISTANCE OF 833.67 FEET TO A MEANDER LINE FOR WILLOW CREEK; THENCE N38°59'13"W ALONG SAID MEANDER LINE A DISTANCE OF 264.61 FEET; THENCE N36°31'28"W ALONG SAID MEANDER LINE A DISTANCE OF 350.05 FEET; THENCE N23°55'51"W ALONG SAID MEANDER LINE A DISTANCE OF 152.72 FEET; THENCE S89°39'53"E A DISTANCE OF 1274.09 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 6; THENCE S00°20'07"W ALONG SAID EAST LINE A DISTANCE OF 624.01 FEET TO THE POINT OF BEGINNING.

THIS PARCEL ALSO INCLUDES ALL LANDS LYING BETWEEN THE MEANDER LINE AND THE CENTERLINE OF WILLOW CREEK.

SAID PARCEL OF LAND CONTAINS 15.397 ACRES (670,699 SQUARE FEET) MORE OR LESS TO THE MEANDER LINE AND 15.749 ACRES (686,026 SQUARE FEET) OVERALL MORE OR LESS.

SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.