

*Cover page for:*

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

*Preliminary title insurance schedules prepared by:*

**Midwest Title Corporation**

**(File Number: 18224T)**

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**Auction Tract 5  
(Grant County, Wisconsin)**

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*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**

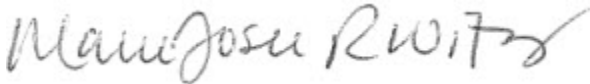
***Transaction Identification Data for reference only:***

Issuing Agent: Josee Withey  
Issuing Office: Midwest Title Corporation  
Issuing Office's ALTA® Registry ID: 0003102  
Commitment No.: 18224T  
Issuing Office File No.: 18224T  
Property Address: Ebenezer Road, Fennimore, WI 53809

## 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: \$0.00
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:  
  
Thomas Bollant and Annette Bollant, husband and wife
5. The Land is described as follows:  
  
See **Schedule C** attached hereto

Midwest Title Corporation



By: Marie-Josee R. Withey

**THIS IS NOT A TITLE INSURANCE COMMITMENT**

*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

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**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 Thomas Bollant and Annette Bollant, husband and wife conveying fee simple title to To Be Determined.
6. Release of record of insured premises from Right of First Refusal from Thomas J. Bollant to Steven Bollant dated August 3, 2018 and recorded in Document No. 796282 on August 7, 2018.
7. The Company reserves ther right to make additional requirements and/or exceptions upon review of the Survey to be provided.
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 5, 1938 and recorded in Volume 1 of Rural Electric Easements, page 245 on October 12, 1938.
11. Easement granted to Grant County Cooperative Rural Electric Association by instrument dated June 23, 1938 and recorded in Volume 2 of Rural Electric Easements, page 327 on October 1, 1940.
12. 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 477 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.

13. 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, a Minnesota Limited Liability Company, dated January 17, 2018 and recorded in Document No. 791900 on January 22, 2018. Subject to the following:  
Amendment dated March 28, 2019 and recorded in Document No. 801133 on April 15, 2019;  
Amendment dated May 1, 2019 and recorded in Document No. 801942 on May 20, 2019;  
and Nondisturbance and Attornment Agreement dated December 30, 2020 and recorded in Document No. 817699 on January 28, 2021.

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## SCHEDULE B

(Continued)

14. Manure Easement granted to Steve and Delores Bollant, husband and wife, and Bollant Farms, Inc., by instrument dated August 3, 2018 and recorded in Document No. 796280 on August 7, 2018.
15. Farm Lease by and between Thomas J. and Annette J. Bollant ("Landlord") and Bollant Farms, Inc. ("Tenant"), dated August 3, 2018 and recorded in Document No. 796281 on August 7, 2018.
16. Joint Driveway Agreement between Thomas J. Bollant and Annette J. Bollant and Bollant Farms, Inc. dated August 3, 2018 and recorded in Document No. 807184 on December 26, 2019.
17. Right of tenant(s) under crop lease agreement(s), whether recorded or unrecorded.
18. Possible lien or reassessment pursuant to Section 74.485 Wis. Stats. for conversion of the land's use from agricultural.
19. Any neighboring rights, interests or claims which may exist as a result of fenceline placement.

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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 West Half (W.1/2) of the Northeast Quarter (N.E.1/4) of Section Thirty-three (33), Township Six (6) North, Range One (1) West of the 4th P.M., Town of Wingville, Grant County, Wisconsin.

EXCEPT a parcel of land conveyed to Steven Bollant and Delores Bollant, husband and wife by Quit Claim Deed recorded in Document No. 819501, described as follows:

Located in the N.W.1/4 of the N.E.1/4 of Section 33, T6N, R1W of the 4th P.M., Town of Wingville, Grant County, Wisconsin, more particularly described as follows:

Commencing at the North Quarter corner of said Section;

thence North 89° 59' 53" East 1328.80 feet along the North line of the N.W.1/4 of the N.E.1/4 to the Northeast corner thereof;

thence South 00° 25' 58" East 1085.07 feet along the East line of the N.W.1/4 of the N.E.1/4 to the point of beginning;

thence continuing South 00° 25' 58" East 201.67 feet along said East line;

thence South 89° 34' 02" West 66.35 feet;

thence North 00° 42' 54" West 129.82 feet;

thence North 42° 33' 38" East 98.23 feet to the point of beginning.

*The following is being provided for informational purposes only:*

Parcel ID No.: 062-00685-0000 (pt) and 062-00686-0000 (pt)

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AMERICAN  
LAND TITLE  
ASSOCIATION



NUMBER  
107477

RIGHT OF WAY EASEMENT FOR RURAL ELECTRIC LINE  
FOR  
GRANT COUNTY COOPERATIVE RURAL ELECTRIC ASSOCIATION

Branch Line A-2  
Easement No 26

KNOW ALL MEN BY THESE PRESENTS:

THAT Albert Winters

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

its successors and assigns, the right, privilege and easement forever to enter upon the property hereinafter described and, from time to time, to construct, operate, 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 fixtures, 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 above-mentioned property in the County of Grant, State of Wisconsin, is described as follows:

East half (E 1/2) of the North West quarter (N W 1/4) and the West half (W 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 R 1 W) all in the township of Wingville.

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

The warranties contained herein are made subject only to the following delinquent taxes, mortgages, liens, or encumbrances  
8,000.00 Judge Brennan, W. C.

This conveyance shall be binding upon the heirs, representatives, assigns and grantees of the grantor.

And the undersigned owner(s) and holder(s) of MORTGAGE lien(s) as to said premises above described, for the consideration above stated, do(es) hereby join in and consent to said easement free and clear of said lien(s).

WITNESS THE HANDS AND SEALS OF THE GRANTORS (and the person(s), if any, joining in and consenting to this easement) this 5 day of January, 1938.

In the Presence of:

Robert W. Uppena } Albert Winters (SEAL)  
Henry J. Beiscamper } (SEAL)  
(SEAL)  
(SEAL)

STATE OF WISCONSIN, }  
COUNTY OF GRANT } ss. Personally came before me this 5 day of January A. D., 1938  
the above named Albert Winters a widower

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

Henry J. Beiscamper  
Notary Public, Grant County, Wisconsin  
My Commission Expires November 2, 1941

STATE OF WISCONSIN, }  
COUNTY OF GRANT } ss. Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_ A. D., 19\_\_\_\_  
the above named \_\_\_\_\_

to me known to be the person who 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. Ethel Utt.  
Register of Deeds  
Notary Public, Grant County, Wisconsin  
My Commission Expires \_\_\_\_\_, 19\_\_\_\_



FORM WLS-3

A. G. RAZZELL CO. COMPANY 1923-1940

NUMBER

12817A

RIGHT OF WAY EASEMENT FOR RURAL ELECTRIC LINE FOR GRANT COUNTY COOPERATIVE RURAL ELECTRIC ASSOCIATION

Branch Line Easement No.

KNOW ALL MEN BY THESE PRESENTS:

THAT Alfred Winters, a widower,

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

its successors and assigns, the right, privilege and easement forever to enter upon the property hereinafter described and, from time to time, to construct, operate, 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 fixtures, 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 above-mentioned property in the County of Grant, State of Wisconsin, is described as follows:

West one-half (W 1/2) of the Northeast Quarter (NE 1/4), East one-half (E 1/2) of the Northwest Quarter (NW 1/4) of Section thirty three (33); and West one-half (W 1/2) of the East one-half (E 1/2) of Section twenty eight (28). All in Township 6 North, Range 1 West (T68N1W), (Wingville).

W1/2-NE-33-6-1
E1/2-NW-33-6-1
W1/2-E1/2-28-6-1

The warranties contained herein are made subject only to the following delinquent taxes, mortgages, liens, or encumbrances

This conveyance shall be binding upon the heirs, representatives, assigns and grantees of the grantor.

And the undersigned owner(s) and holder(s) of the above described premises as to said premises above described, for the consideration above stated, do(es) hereby join in and consent to said easement (free and clear of said lien(s)).

Witness THE HANDS AND SEALS of the Grantors (and the person(s), if any, joining in and consenting to this easement) this 25 day of June, 1938.

In the Presence of: Frank A. Stivarius, Robert L. Uppena, Albert Winters (Seal)

STATE OF WISCONSIN, County of GRANT } ss. Personally came before me this 25 day of June, A. D., 1938, the above named Albert Winters, a widower

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

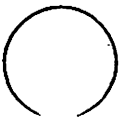


Robert L. Uppena, Notary Public, Grant County, Wisconsin, My Commission Expires JAN 4, 1942.

STATE OF WISCONSIN, County of GRANT } ss. Personally came before me this day of A. D., 1938, the above named

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

Received for Record this 1st day of Oct. A. D., 1940, at 10 o'clock A. M.



M. Ethel Witt, Notary Public, Grant County, Wisconsin, My Commission Expires 19

(Signed)



623395

GRANT COUNTY, WI  
RECEIVED FOR RECORD

NOV 8 - 2000

11 1130A M. and recorded in  
Vol. 859 of Records Page 940  
*M. White* Register

*10400P2*

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:

1. 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").
2. 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.

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:

VERIZON NORTH INC

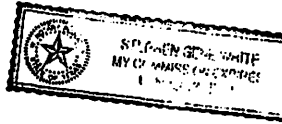
By: William M. Edwards, III  
William M. Edwards, III  
Vice President - Property Repositioning

ACKNOWLEDGMENT

State of TEXAS )  
 )ss  
County of DALLAS )

Personally came before me this 26th day of September, 2000, the above named William M. Edwards, III to me known to be the person who executed the foregoing instrument and acknowledged the same.

Stephen Gene White  
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

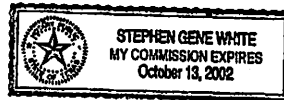
By: Stacey W. Goff  
Stacey W. Goff  
Vice President and Assistant General Counsel

ACKNOWLEDGMENT

State of TEXAS )  
 )ss  
County of DALLAS )

Personally came before me this 26th day of September, 2000, the above named Stacey W. Goff to me known to be the person who executed the foregoing instrument and acknowledged the same.

Stephen Gene White  
Notary's Printed Name: Stephen Gene White  
Notary Public, in and for the State of Texas  
My Commission expires: October 13, 2002



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

23395

VOL 859 PAGE 943

Control Number	Exchange Name	Contract Title	Grantor	Grantee	Property Description	Recording Information
WS-14-0024	Monifort	Right of Way	John Chaney and Mary Chaney	GTE North Incorporated	The E 100', N 170', NE 1/4, SE 1/4, Sec 25, T-6N, R-1W, Grant County, Wisconsin.	Recorded 8/2/49, Book 283, Page 287, Grant County, Wisconsin.
WS-14-0025	Monifort	Right of Way	Russell A. Cook and Mona A. Cook	GTE North Incorporated	the E 1/2, SE 1/4, Sec 25, T-6N, R-1W, Grant County, Wisconsin.	Recorded 8/2/49, Book 283, Page 288, Grant County, Wisconsin.
WS-14-0026	Monifort	Right of Way	Bert A. Cook and Frankie B. Cook	GTE North Incorporated	The E 1-1/2, S 147', N 323', NE 1/4, SE 1/4, Sec 25, T-6N, R-1W, Grant County, Wisconsin.	Recorded 8/2/49, Book 283, Page 286, Grant County, Wisconsin.
WS-14-0027	Monifort	Right of Way	Phil Spoerfey	GTE North Incorporated	The E 1/2, NE 1/4, Sec 36, T-6N, R-1W, Grant County, Wisconsin.	Recorded 8/2/49, Book 283, Page 294, Grant County, Wisconsin.
WS-14-0037	Shulisburg	Right of Way	David Allen and Edna Allen	GTE North Incorporated	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.	Recorded 7/9/70, Book 458, Page 596, Grant County, Wisconsin.
WS-14-0109		Right of Way	Roy Simpson	Wisconsin Telephone Company	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.	Recorded 8/2/49, Book 283, Page 291, Grant County, Wisconsin.

Control Number	Exchange Name	Contract Title	Grantor	Grantee	Property Description	Recording Information
WS-14-0110		Right of Way	A. P. James	Wisconsin Telephone Company	The 51' W 1/2, Center line of the new Hwy, Grant County, Wisconsin.	Recorded 8/2/49, Book 283, Page 289, Grant County, Wisconsin.
WS-14-0111		Right of Way	Elmer G. Biddick	Wisconsin Telephone Company	The NE 1/4, SE 1/4, and the E 1/2, NE 1/4, Sec 12, T5N, R1W, Grant County, Wisconsin.	Recorded 8/2/49, Book 283, Page 289, Grant County, Wisconsin.
WS-14-0112		Right of Way	Parland Andrew	Wisconsin Telephone Company	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.	Recorded 8/2/49, Book 283, Page 292, Grant County, Wisconsin.
WS-2-0001	Monfort	Individual Conveyance of Easement	Roger Wiederholt and Constance Wiederholt	General Telephone Company of Wisconsin	Land 2 rods wide, parallel and abutting W ROW of County Line Road; being part of SE 1/4, SE 1/4, Section 1; Township 4N; Range 1W; Grant County, Wisconsin.	Recorded 10/7/82, Book 583, Page 848, Grant County, Wisconsin.
WS-2-0002	Monfort	Right of Way Authorization	Maynard Austin and wife, Margaret Austin	General Telephone Company of 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.	Recorded 3/4/70, Book 455, Page 58, Grant County, Wisconsin.
WS-2-0003	Monfort	Individual Conveyance of Easement	Neil T. Davis and wife, Betty Jane Davis	General Telephone Company of Wisconsin	Strip of land, 2 rods wide, W ROW of town road, part of E 1/2, SE 1/4, Section 36, Township 5N, Range 1W, Town of Clifton; also E 1/2, NE 1/4 and NE 1/4, SE 1/4, Section 1, Township 4N, Range 1W, Town of Lima, all in Grant County, Wisconsin.	Recorded 10/7/82, Book 583, Page 850, Grant County, Wisconsin.

Control Number	Exchange Name	Contract Title	Grantor	Grantee	Property Description	Recording Information
WS-2-0004	Montfort	Right of Way Authorization	Neil T. Davis and wife, Betty Davis	General Telephone Company of Wisconsin	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.	Recorded 6/24/74, Book 497, Page 648, Grant County, Wisconsin.
WS-2-0005	Montfort	Individual Conveyance of Easement	Roy E. Danz and wife, Ruth J. Franz	General Telephone Company of Wisconsin	A strip of land 10' in width, lying Easterly and Southeastern 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.	Recorded 3/29/85, Book 609, Page 559, Grant County, Wisconsin.
WS-2-0006	Montfort	Right of Way Authorization	Homer Yelinek and wife, Willard Yelinek	General Telephone Company of 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 5N, Range 1W, Town of Clifton, Grant County, Wisconsin.	Recorded 3/23/73, Book 486, Page 182, Grant County, Wisconsin.
WS-2-0007	Montfort	Individual Conveyance of Easement	Homer M. Yelinek	GTE North Incorporated	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.	Recorded 3/13/91, Book 677, Page 269, Grant County, Wisconsin.
WS-2-0008	Montfort	Right of Way Authorization	Leonard Scott and wife, Agnes Scott	General Telephone Company of 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.	Recorded 11/27/70, Book 463, Page 111, Grant County, Wisconsin.
WS-2-0009	Montfort	Individual Conveyance of Easement	Duane W. Allen and wife, Bertha A. Allen	General Telephone Company of Wisconsin	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.	Recorded 03/29/85, Book 609, Page 554, Grant County, Wisconsin.



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Control Number	Exchange Name	Contract Title	Grantor	Grantee	Property Description	Recording Information
WS-2-0010	Monfort	Right of Way Authorization	Will J. Allen and wife, Maude E. Allen	General Telephone Company of 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.	Recorded 9/2/69, Book 449, Page 662, Grant County, Wisconsin.
WS-2-0011	Monfort	Right of Way Authorization	Will H. Allen Estate, Mrs. Ralph (Wilma) Reuter, Harriet Leighty, John W. Allen, Mable B. Allen	General Telephone Company of Wisconsin	1 rod wide W, abutting RAW CTH # D* pt. SE 1/4, SE 1/4; pt NE 1/4, SE 1/4 S Ridge Rd; (1) 1 rod wide S abutting 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 1/4, Sec 29, Twp 5N, Rge. 1W, Grant County, WI	Recorded 5/15/73, Book 487, Page 451, Grant County, Wisconsin.
WS-2-0012	Monfort	Individual Conveyance of Easement	Leonard G. Vosberg and wife, Luella T. Vosberg	GTE North Incorporated	Land 1 rod, the centerline of which shall be the first buried cable placed hereunder, being that part of the NW 1/4 of NW 1/4 of Section 32, Township 5N, Range 1W. Said cable lying N of New California Road, W of Hake School Road, Grant County, Wisconsin.	Recorded 10/9/97, Book 790, Page 184, Grant County, Wisconsin.
WS-2-0013	Monfort	Individual Conveyance of Easement	Francis L. Vosberg	General Telephone Company of 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.	Recorded 3/29/65, Book 609, Page 553, Grant County, Wisconsin.
WS-2-0014	Monfort	Right of Way Authorization	Francis Vosberg	General Telephone Company of 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 5N, Range 1W, Grant County, Wisconsin.	Recorded 8/19/72, Book 478, Page 797, Grant County, Wisconsin.
WS-2-0015	Monfort	Right of Way Authorization	Clifford Voigts and Horace Kles	General Telephone Company of Wisconsin	A strip of land 1 rod wide lying N of, parallel with and abutting road RW 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.	Recorded 5/15/73, Book 487, Page 490, Grant County, Wisconsin.

Control Number	Exchange Name	Contract Title	Grantor	Grantee	Property Description	Recording Information
WS-2-0016	Monifort	Right of Way Authorization	Grant Loy and wife, Beverly Loy	General Telephone Company of Wisconsin	Land 2 rods wide parallel & adjacent to Easterly R/W 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 5N, Range 1W, 4th P.M., Grant County, Wisconsin.	Recorded 5/15/73 Book 482, Page 479. Grant County, Wisconsin.
WS-2-0017	Monifort	Right of Way Authorization	Grant Loy and wife, Beverly Loy	General Telephone Company of 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 18, except part platted for the Village of Annaton. Being in Township 5N, Range 1W of the 4th P.M., Grant County, Wisconsin.	Recorded 11/27/70 Book 463, Page 108. Grant County, Wisconsin.
WS-2-0018	Monifort	Right of Way Authorization	Grant Loy and Beverly Loy	General Telephone Company of Wisconsin	1 rod wide lying S parallel and abutting the road R/W 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.	Recorded 5/15/73 Book 487, Page 480. Grant County, Wisconsin.
WS-2-0019	Monifort	Right of Way Authorization	Don L. Loy and wife, Audrey Loy	General Telephone Company of 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.	Recorded 6/19/72 Book 478, Page 795. Grant County, Wisconsin.
WS-2-0020	Monifort	Right of Way Authorization	Don L. Loy and wife, Audrey Loy	General Telephone Company of Wisconsin	A strip of land 1 rod wide lying North of parallel with and abutting the road R/W 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.	Recorded 5/15/73 Book 487, Page 478. Grant County, Wisconsin.
WS-2-0021	Monifort	Right of Way Authorization	John J. Mathews and wife, Theresa Mathews	General Telephone Company of 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 5N, Range 1W, Grant County, Wisconsin.	Recorded 3/23/73 Book 486, Page 170. Grant County, Wisconsin.

Control Number	Exchange Name	Contract Title	Grantor	Grantee	Property Description	Recording Information
WS-2-0022	Monfort	Individual Conveyance of Easement	James W. Neuendorf and wife, Joyce E. Neuendorf	General Telephone Company of Wisconsin	Strip of land 10' wide, being the Northern 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.	Recorded 4/1/86, Book 620, Page 712, Grant County, Wisconsin.
WS-2-0023	Monfort	Right of Way Authorization	John W. Merwin and wife, Deanna J. Merwin	General Telephone Company of 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.	Recorded 6/19/72, Book 478, Page 796, Grant County, Wisconsin.
WS-2-0024	Monfort	Individual Conveyance of Easement	Robert A. Mitchell / Vendee; Rhonda M. Mitchell / Vendee; Mervin Wunderlin (Personal Rep.) for Wunderlin Estate /	GTE North Incorporated	A strip of land 1 rod in width, the centerline of which shall be the first buried 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.	Recorded 11/16/89, Book 2, Page 766, Grant County, Wisconsin.
WS-2-0025	Monfort	Right of Way Authorization	John J. Mathews and wife, Theresa Mathews	General Telephone Company of 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.	Recorded 2/23/70, Book 455, Page 525, Grant County, Wisconsin.
WS-2-0027	Monfort	Right of Way Authorization	Walter Andrew	General Telephone Company of Wisconsin	A strip of land 1 rod wide lying West of, parallel with and abutting the RW of STH #80 and being part of the NE 1/4 of the SE 1/4, Section 24, Township 5N, Range 1W, Grant County, Wisconsin.	Recorded 3/23/73, Book 486, Page 150, Grant County, Wisconsin.
WS-2-0028	Monfort	Right of Way Authorization	Melvin L. Andrew and wife, Lillian Andrew	General Telephone Company of Wisconsin	A strip of land 2 rods wide lying South of, parallel 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.	Recorded 6/19/72, Book 478, Page 785, Grant County, Wisconsin.

Control Number	Exchange Name	Contract Title	Grantor	Grantee	Property Description	Recording Information
WS-2-0029	Montfort	Right of Way Authorization	Diane Andrew and Nancy Andrew	General Telephone Company of Wisconsin	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.	Recorded 3/23/73, Book 486, Page 149, Grant County, Wisconsin
WS-2-0030	Montfort	Right of Way Authorization	Robert L. Wame and wife, Faye Wame	General Telephone Company of Wisconsin	Land 1 rod wide lying W of parallel and abutting the RW 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.	Recorded 5/15/73, Book 487, Page 492, Grant County, Wisconsin.
WS-2-0031	Montfort	Right of Way Authorization	Merrill Weittenhiller and wife, LaVonne Weittenhiller	General Telephone Company of Wisconsin	A strip of land 1 rod wide lying N of parallel with and abutting the RW 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, Range 1W, Grant County, Wisconsin.	Recorded 3/23/73, Book 486, Page 181, Grant County, Wisconsin.
WS-2-0032	Montfort	Right of Way Authorization	Rundell Bros., By: George Rundell	General Telephone Company of Wisconsin	A strip of land 1 rod wide lying East of parallel with and abutting the RW of STH #80 and being part of W 1/2 of the SW 1/4 of Section 25, Township 5N, Range 1W, Grant County, Wisconsin.	Recorded 3/23/73, Book 486, Page 177, Grant County, Wisconsin.
WS-2-0033	Montfort	Individual Conveyance of Easement	Nellis N. Nielsen	GTE North Incorporated	Land 1 rod wide, the centerline of which shall be the first buried cable placed hereunder, being part of the SW 1/4, SW 1/4 of Section 2, and the SE 1/4 of the SE 1/4 of Section 3, all N of Hopewell Road in Township 5N, Range 1W, Grant County, Wisconsin.	Recorded 10/14/92, Book 700, Page 788, Grant County, Wisconsin.
WS-2-0034	Montfort	Individual Conveyance of Easement	Robert W. C. Nodolf and wife, Hazel I. Nodolf	General Telephone Company of Wisconsin	Land 10' wide, being the Northernly 10' of Lot 10, Block 1 of the Kohlenberg Heights subdivision, Village of Livingston, Wisconsin. Said land being part of N 1/2, NE 1/4 of Section 24, Township 5N, Range 1W, Grant County, Wisconsin.	Recorded 4/1/88, Book 620, Page 711, Grant County, Wisconsin.

Control Number	Exchange Name	Contract Title	Grantor	Grantee	Property Description	Recording Information
WS-2-0035	Monifort	Right of Way Authorization	Donald Nodolf and wife, Lorraine G. Nodolf	General Telephone Company of Wisconsin	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 1/4 of the SE 1/4 and (2) the SE 1/4 of the SW 1/4; all being in Section 27, Township 5N, Range 1W, Grant County, Wisconsin.	Recorded 3/23/73, Book 486, Page 172, Grant County, Wisconsin.
WS-2-0036	Monifort	Right of Way Authorization	Albert Nodolf and wife, Viola Nodolf	General Telephone Company of Wisconsin	A strip of land 1 rod wide lying North of, parallel with and abutting the RW of New California Road and being part of the S 1/2 of the SW 1/4 of Section 28, Township 5N, Range 1W, Grant County, Wisconsin.	Recorded 3/23/73, Book 486, Page 171, Grant County, Wisconsin.
WS-2-0037	Monifort	Right of Way Authorization	Raymond Oleson and wife, Elsie Oleson	General Telephone Company of Wisconsin	A strip of land 1 rod wide lying South and East of, parallel with and abutting the RW 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.	Recorded 3/23/73, Book 486, Page 173, Grant County, Wisconsin.
WS-2-0038	Monifort	Right of Way Authorization	Clifford Bourret and wife, Anna Bourret	General Telephone Company of Wisconsin	A strip of land 1 rod wide lying North of, parallel with and abutting the RW 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.	Recorded 3/23/73, Book 486, Page 153, Grant County, Wisconsin.
WS-2-0039	Monifort	Right of Way Authorization	Bernice Orton	General Telephone Company of Wisconsin	A strip of land 1 rod wide lying North of, parallel with and abutting the RW of New California Road and being part of the SW 1/4 of the SW 1/4 of Section 27, Township 5N, Range 1W, Grant County, Wisconsin.	Recorded 3/23/73, Book 486, Page 174, Grant County, Wisconsin.
WS-2-0040	Monifort	Right of Way Authorization	Gerald Bollant and wife, LaVon Bollant	General Telephone Company of Wisconsin	The SW 1/4 of the NW 1/4 of Section 4, Township 5N, Range 1W, Grant County, Wisconsin.	Recorded 7/11/72, Book 479, Page 419, Grant County, Wisconsin.

Control Number	Exchange Name	Contract Title	Grantor	Grantee	Property Description	Recording Information
WS-2-0041	Monfort	Right of Way Authorization	Clarence Bollant and wife, Regina Bollant	General Telephone Company of Wisconsin	Land 1 rod wide lying South of, parallel with and abutting the R/W 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.	Recorded 3/23/73, Book 486, Page 152, Grant County, Wisconsin.
WS-2-0042	Monfort	Right of Way Authorization	Theodore J. Griswold and wife, Dolores A. Griswold	General Telephone Company of Wisconsin	1 rod W R/W of STH #80 (1) E 1/2, NE 1/4 & (2) NE 1/4, SE 1/4 Sec. 35, Twp. 5N, Range 1W & 1 rod N R/W New California Rd., SE 1/4, SW 1/4, Sec. 26, Twp. 5N, Range 1W & 1 rod N R/W New CA. Rd., SW 1/4, SE 1/4, Sec. 28, Twp. 5N, Range 1W, Grant County, WI.	Recorded 3/23/73, Book 486, Page 161, Grant County, Wisconsin.
WS-2-0043	Monfort	Individual Conveyance of Easement	Roger Gules TJUW, Firstar Oshkosh, Trustee; Amy J. Sitter, Trust Officer	GTE North Incorporated	Land 1 rod wide, the centerline of which shall be the first buried 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 lying North of Hopewell Road of Section 2, Township 5N, Range 1W, Grant County, Wisconsin.	Recorded 10/14/92, Book 700, Page 797, Grant County, Wisconsin.
WS-2-0044	Monfort	Right of Way Authorization	Mayme Gundlach	General Telephone Company of Wisconsin	Land 2 rods wide lying Southwesterly of, parallel with and abutting CTH "E", being part of the SE 1/4 of the SE 1/4 of Section 15, Township 5N, Range 1W, Grant County, Wisconsin.	Recorded 6/19/72, Book 478, Page 750, Grant County, Wisconsin.
WS-2-0045	Monfort	Right of Way Authorization	Neil T. Davis and wife, Betty Davis	General Telephone Company of 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.	Recorded 6/24/74, Book 487, Page 649, Grant County, Wisconsin.
WS-2-0046	Monfort	Individual Conveyance of Easement	Floyd E. Cushman and wife, Constance A. Cushman	General Telephone Company of Wisconsin	Land 2 rods wide lying parallel with and abutting the W R/W of a town road (at/ta 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.	Recorded 10/7/82, Book 583, Page 847, Grant County, Wisconsin.

Control Number	Exchange Name	Contract Title	Grantor	Grantee	Property Description	Recording Information
WS-2-0047	Montfort	Corporation Conveyance of Easement	Farm Credit Bank of St. Paul, formerly Federal Land Bank Association of Southwest Wisconsin	GTE North Incorporated	Land 1 rod wide, the centerline of which shall be the first buried cable placed hereunder, being part of NW 1/4 East of Fairview Road in Section 31, Township 5N, Range 1W, Grant County, Wisconsin.	Recorded 7/31/90, Book 670, Page 439, Grant County, Wisconsin.
WS-2-0048	Montfort	Right of Way Authorization	Orlin Klaas and wife, Eideen Klaas	General Telephone Company of 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.	Recorded 6/19/72, Book 478, Page 793, Grant County, Wisconsin.
WS-2-0049	Montfort	Right of Way Authorization	Charlton Kramer and wife, Eugenia Kramer	General Telephone Company of Wisconsin	1 rod wide West, parallel and abutting the RW of STH #80 and being a part of East 1/2 of the North 7/20 of the NE 1/4. All being in Section 1, Township 5N, Range 1W, Grant County, WI, except as described in Book 475, Page 397, Grant County Registry.	Recorded 3/23/73, Book 486, Page 169, Grant County, Wisconsin.
WS-2-0050	Montfort	Right of Way Authorization	Charlotte Jenkins	General Telephone Company of Wisconsin	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.	Recorded 3/23/73, Book 486, Page 167, Grant County, Wisconsin.
WS-2-0051	Montfort	Right of Way Authorization	Ralph Jerrett and wife, Glee Jerrett	General Telephone Company of 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.	Recorded 6/19/72, Book 478, Page 792, Grant County, Wisconsin.
WS-2-0052	Montfort	Right of Way Authorization	Ralph Jerrett and wife, Glee Jerrett	General Telephone Company of Wisconsin	Land 1 rod wide lying North of, parallel and abutting the road RW of CTH # "E" and being a part of the SE 1/4 of the NE 1/4 of Section 17, Township 5N, Range 1W, Grant County, Wisconsin.	Recorded 5/15/73, Book 487, Page 473, Grant County, Wisconsin.

Control Number	Exchange Name	Contract Title	Grantor	Grantee	Property Description	Recording Information
WS-2-0053	Montfort	Individual Conveyance of Easement	Roger P. Knutson and wife, Christia R. Knutson	General Telephone Company of Wisconsin	A strip of land 10' wide, being the Northernly 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.	Recorded 4/1/86, Book 620, Page 713. Grant County, Wisconsin.
WS-2-0054	Montfort	Right of Way Authorization	Bryan Knutson and wife, Jane Knutson	General Telephone Company of 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 5N, Range 1W, Grant county, Wisconsin.	Recorded 3/23/73, Book 486, Page 168. Grant County, Wisconsin.
WS-2-0055	Montfort	Individual Conveyance of Easement	Vickie L. Krohn	GTE North Incorporated	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.	Recorded 7/31/80, Book 670, Page 438. Grant County, Wisconsin.
WS-2-0056	Montfort	Right of Way Authorization	Hartwig Langfoss and wife, Delores Langfoss	General Telephone Company of 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.	Recorded 8/19/72, Book 478, Page 794. Grant County, Wisconsin.
WS-2-0057	Montfort	Right of Way Authorization	Mrs. Janis Iverson	General Telephone Company of Wisconsin	1 rod S of RW of Martinville Rd. pt. W 70 acres, NW 1/4 of Sec. 13 & 1 rod S of RW of Martinville Rd., pt. NE 1/4, NE 1/4, Sec. 14 & 1 rod E RW of Hickory Grove Rd., pt. of E 1/2, NE 1/4 of Sec. 14; all in Twp. 5N, Range 1W, Grant County, Wisconsin.	Recorded 3/23/73, Book 486, Page 168. Grant County, Wisconsin.
WS-2-0058	Montfort	Right of Way Authorization	Homer Iverson and wife, Isabel Iverson	General Telephone Company of 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.	Recorded 3/23/73, Book 486, Page 164. Grant County, Wisconsin.



Control Number	Exchange Name	Contract Title	Grantor	Grantee	Property Description	Recording Information
WS-2-0059	Monfort	Right of Way Authorization	Carlos Hill and wife, Myra Hill	General Telephone Company of Wisconsin	The East 3 rods of the North 1/2 of the Northwest 1/4 of Section 6, Township 5N, Range 1W, Grant County, Wisconsin.	Recorded 11/27/70, Book 463, Page 105, Grant County, Wisconsin.
WS-2-0060	Monfort	Right of Way Authorization	John P. Hill and wife, Cara J. Hill	General Telephone Company of Wisconsin	A strip of land 1 rod wide lying North of, parallel with and abutting the RW 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.	Recorded 5/15/73, Book 487, Page 471, Grant County, Wisconsin.
WS-2-0061	Monfort	Right of Way Authorization	Mauriel L. Hill (L.C. Vendee); Virgil Hill, husband (L.C. Vendee); Gordon Christiansen (L.C. Vendor); Carol	General Telephone Company of 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.	Recorded 11/27/70, Book 463, Page 99, Grant County, Wisconsin.
WS-2-0062	Monfort	Right of Way Authorization	Harry Dunn	General Telephone Company of Wisconsin	Land 1 rod wide lying North of, parallel with and abutting the RW 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 5N, Range 1W, Grant County, Wisconsin.	Recorded 3/23/73, Book 486, Page 156, Grant County, Wisconsin.
WS-2-0063	Monfort	Right of Way Authorization	George A. Gates	General Telephone Company of Wisconsin	Land 1 rod wide lying North of, parallel with and abutting the RW of New California Road and being part of the SE 1/4 of Section 28, Township 5N, Range 1W, Grant County, Wisconsin.	Recorded 3/23/73, Book 486, Page 157, Grant County, Wisconsin.
WS-2-0064	Monfort	Right of Way Authorization	Simon P. Gary (L.C. Vendee) and wife, Betty L. Gary (L.C. Vendee)	General Telephone Company of Wisconsin	Land 1 rod wide lying parallel with and adjacent 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.	Recorded 11/27/70, Book 483, Page 102, Grant County, Wisconsin.

Control Number	Exchange Name	Contract Title	Grantor	Grantee	Property Description	Recording Information
WS-2-0065	Montfort	Right of Way Authorization	Elmer G. Biddick	General Telephone Company of Wisconsin	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, Township 5N, Range 1W, Grant County, Wisconsin.	Recorded 3/23/73, Book 486, Page 151, Grant County, Wisconsin.
WS-2-0066	Montfort	Right of Way Authorization	Richard Huehne and wife, Joyce Huehne	General Telephone Company of 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.	Recorded 6/19/72, Book 478, Page 791, Grant County, Wisconsin.
WS-2-0067	Montfort	Right of Way Authorization	Vernon G. Rounds and wife, Lois B. Rounds	General Telephone Company of 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.	Recorded 11/27/70, Book 463, Page 110, Grant County, Wisconsin.
WS-2-0068	Montfort	Right of Way Authorization	Vernon Rounds and wife, Lois B. Rounds	General Telephone Company of Wisconsin	A strip of land 1 rod wide lying South of, parallel with and abutting the RW of Factory Road and being a part of the SW 1/4 of the SW 1/4 of Section 6, Township 5N, Range 1W, Grant County, Wisconsin.	Recorded 5/15/73, Book 487, Page 487, Grant County, Wisconsin.
WS-2-0069	Montfort	Right of Way Authorization	James Palmer and wife, Ruth Palmer	General Telephone Company of 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.	Recorded 3/23/73, Book 486, Page 175, Grant County, Wisconsin.
WS-2-0070	Montfort	Right of Way Authorization	Bernice L. Smith	General Telephone Company of Wisconsin	Land 1 rod wide North of RW 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.	Recorded 3/23/73, Book 486, Page 176, Grant County, Wisconsin.

Control Number	Exchange Name	Contract Title	Grantor	Grantee	Property Description	Recording Information
WS-2-0071	Monifort	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 R/W of STH #60 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 486, Page 179. Grant County, Wisconsin.
WS-2-0072	Monifort	Right of Way Authorization	Devon G. Larson	General Telephone Company of Wisconsin	Land 2 rods wide lying South of, parallel with and abutting 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 478, Page 786. Grant County, Wisconsin.
WS-2-0073	Monifort	Right of Way Authorization	Kay S. Duffy	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 6/19/72, Book 478, Page 789. Grant County, Wisconsin.
WS-2-0074	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, Book 478, Page 787. Grant County, Wisconsin.
WS-2-0075	Monifort	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 6/5/69, Book 447, Page 57. Grant County, Wisconsin.

623395

VOL

859 PAGE 956

Control Number	Exchange Name	Contract Title	Grantor	Grantee	Property Description	Recording Information
WS-2-0077	Monifort	Right of Way Authorization	George Swallow, a single man, Eliste A. Swallow, a single woman and Clara M. Swallow, a single woman	General Telephone Company of Wisconsin	(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.	Recorded 9/13/71, Book 472, Page 155, Grant County, Wisconsin.
WS-2-0078	Monifort	Right of Way Authorization	William Wieland and wife, Opal Wieland	General Telephone Company of 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 5N, Range 2W, Grant County, Wisconsin.	Recorded 6/10/69, Book 447, Page 143, Grant County, Wisconsin.
WS-2-0079	Monifort	Right of Way Authorization	Burton Wolf and wife, Elaine Wolf	General Telephone Company of 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 5N, Range 2W. Also part of NE 1/4, SE 1/4 Sec. 9 N of CTH "E" described in Vol. 463 & Page 290, Grant County, Wisconsin.	Recorded 5/15/73, Book 387, Page 495, Grant County, Wisconsin.
WS-2-0080	Monifort	Right of Way Authorization	Burton H. Wolf and wife, Elaine J. Wolf	General Telephone Company of 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 5N, Range 2W, Grant County, Wisconsin.	Recorded 4/15/71, Book 466, Page 608, Grant County, Wisconsin.
WS-2-0081	Monifort	Right of Way Authorization	Richard N. Malmstrom and wife, Maxine M. Malmstrom	General Telephone Company of Wisconsin	Parallel for a distance of about 1600' East of the center line, then a distance 540' North & West of center line of town road SW 1/4 of Sec. 9, Township 5N, Range 2W, starting at the North boundary line of the SW 1/4; Grant County, Wisconsin.	Recorded 6/5/69, Book 447, Page 50, Grant County, Wisconsin.
WS-2-0082	Monifort	Right of Way Authorization	Gary L. Neisius and wife, Mary Neisius	General Telephone Company of Wisconsin	The SE 1/4 of the SE 1/4 of Section 20, Township 5N, Range 2W, Grant County, Wisconsin.	Recorded 6/5/69, Book 447, Page 51, Grant County, Wisconsin.

791900  
 January 22 2018  
 Marilyn Pierce  
 Register of Deeds  
 GRANT COUNTY WI  
 09:30 AM  
 Fee Pd:30.00  
 TransFee:0.00  
 Pgs 6  
 Exempt:  
 N1/2-SE-33-6-1  
 SE-SE-33-6-1  
 E1/2-SW-33-6-1  
 SW-SE-33-6-1  
 SE-NW-35-6-1  
 SW-NE-35-6-1

DOCUMENT NO.	<b>MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT</b>	
<b>791900</b>		
W1/2-SW-2-5-1	E1/2-SE-28-6-1	SE-32-6-1
E1/2-SE-3-5-1	N1/2-SW-27-6-1	W1/2-SW-33-6-1
NE-23-6-1	S1/2-SW-27-6-1	SW-NW-33-6-1
NW-NW-26-6-1	E1/2-NW-34-6-1	E1/2-NE-33-6-1
E1/2-NW-26-6-1	NW-SE-34-6-1	W1/2-NW-34-6-1
W1/2-NE-26-6-1	SW-NE-34-6-1	W1/2-NE-33-6-1
NW-NW-26-6-1	SE-NE-32-6-1	E1/2-NW-33-6-1

THIS SPACE RESERVED FOR RECORDING DATA

**THIS MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT** ("Memorandum"), is dated January 17, 2018, and is made Steven Bollant and Thomas Bollant, partners d/b/a Bollant Farm Partnership ("Landlord") and Red Barn Energy, LLC, a Minnesota Limited Liability Company ("Tenant")

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

RECITALS:

- A. Landlord is the owner of certain real property (the "Premises") located in Grant County Wisconsin, and more particularly described on Exhibit A as attached hereto and incorporated herein;
- B. Landlord and Tenant have entered into that certain Wind Energy Lease and Easement Agreement dated January 17, 2018, which runs with the land (the "Lease ") by which Tenant is leasing the Premises;
- 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. Lease. 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. Effective Date and Expiration Date. 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. Easements. 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. Assignment and Subletting. 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

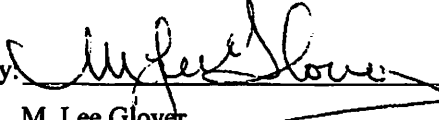
Landlord:  
Bollant Farms Partnership  
10818 Pine Knob Lane  
Stitzer WI 53825

7. Counterparts. 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

By:   
M. Lee Glover  
General Manager of White Wind Ventures, LLC  
Agent to Red Barn Energy, LLC

**LANDLORD:**

~~Olivia~~ Olivia ~~Stacy Bollant and Thomas Bollant~~  
Bollant Farm Partnership

By:   
Name: TOM BOLLANT  
Title: OWNER

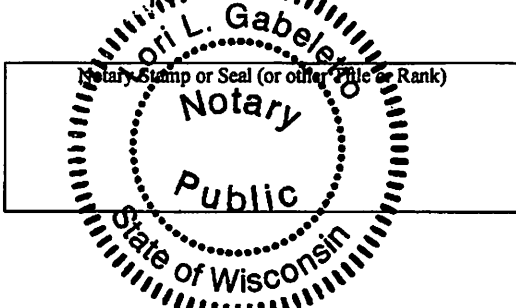
By: Steve Bollant  
Name: Steve Bollant  
Title: Owner

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**

STATE OF WISCONSIN }  
COUNTY OF Grant }ss

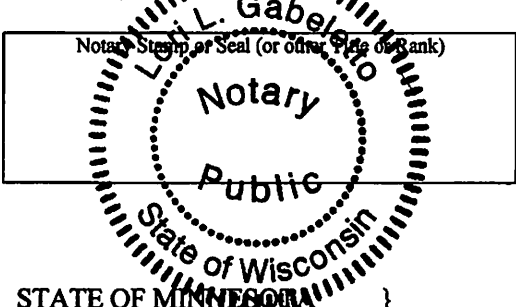
The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of January, 2018  
by Thom Bullant (Landlord).



Lori L. Gabelo  
Signature of Notary Public or Other Official

STATE OF WISCONSIN }  
COUNTY OF Grant }ss

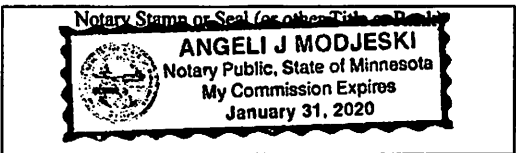
The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of January, 2018  
by Thom Bullant (Landlord).



Lori L. Gabelo  
Signature of Notary Public or Other Official

STATE OF MINNESOTA }  
COUNTY OF Hennepin }ss

<sup>2018</sup> The foregoing instrument was acknowledged before me this 17 day of January,  
<sup>2017</sup> by M. Lee Glover, as Agent to Red Barn Energy, LLC, a Minnesota limited liability company, on  
behalf of the company (Tenant).



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 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 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 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 #062-00667-0010

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 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.

7919 - 00

801133  
April 15 2019  
Marilyn Pierce  
Register of Deeds  
GRANT COUNTY WI  
09:30 AM  
Fee Pd:30.00  
TransFee:0.00  
Exempt:  
Pgs:8

DOCUMENT NO.	<b>MEMORANDUM OF AMENDMENT OF WIND ENERGY LEASE AND EASEMENT AGREEMENT</b>	
<b>801133</b>		
W1/2-SW-2-5-1	E1/2-SE-28-6-1	SE-32-6-1
E1/2-SE-3-5-1	N1/2-SW-27-6-1	W1/2-SW-33-6-1
NE-23-6-1	S1/2-SW-27-6-1	SW-NW-33-6-1
NW-NW-26-6-1	E1/2-NW-34-6-1	E1/2-NE-33-6-1
E1/2-NW-26-6-1	NW-SE-34-6-1	W1/2-NW-34-6-1
W1/2-NE-26-6-1	SW-NE-34-6-1	W1/2-NE-33-6-1
NW-NW-26-6-1	SE-NE-32-6-1	E1/2-NW-33-6-1

N1/2-SE-33-6-1  
SE-SE-33-6-1  
E1/2-SW-33-6-1  
SW-SE-33-6-1  
SE-NW-35-6-1  
SW-NE-35-6-1

THIS SPACE RESERVED FOR RECORDING  
DATA

**THIS MEMORANDUM OF AMENDMENT TO WIND ENERGY LEASE AND EASEMENT AGREEMENT** ("Memorandum of Amendment"), is dated 3/28, 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**").

NAME AND RETURN ADDRESS

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

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PARCEL IDENTIFICATION NUMBER(S)

SEE EXHIBITS A AND B

S1/2-SW-27-6-1      N1/2-SE-33-6-1  
E1/2-NW-34-6-1      SE-SE-33-6-1      RECITALS:  
NW-SE-34-6-1      NW-NW-34-6-1

- 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. Counterparts. 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: [Signature]  
 Name: Tom Bollant  
 Title: \_\_\_\_\_

By: [Signature]  
 Name: Steve Bollant  
 Title: Owner

**ACKNOWLEDGMENT TO MEMORANDUM OF AMENDMENT TO WIND ENERGY GROUND LEASE**

STATE OF Wisconsin }  
 COUNTY OF Grant }  
 }ss

The foregoing instrument was acknowledged before me this 28 day of March, 2019 by Tom Bollant (Original Landlord)

Notary Stamp or Seal (or other Title or Rank)





Tenant -

Red Barn Energy, LLC

By: [Signature]

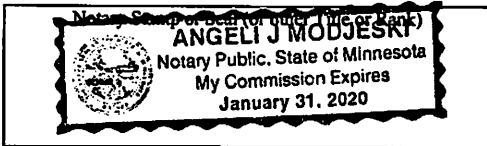
Name: General Manager of White Wind Ventures, LLC

Title: Agent to Red Barn Energy, LLC

STATE OF MINNESOTA }

COUNTY OF Hennepin }ss

The foregoing instrument was acknowledged before me this 8 day of April, 2019 by M. Lee Glorue, as Agent to Red Barn Energy, LLC, a Minnesota Limited Liability company.



[Signature]  
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 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.

*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  $\frac{1}{4}$ ) 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  $\frac{1}{2}$  SW  $\frac{1}{4}$ ) and the Southwest Quarter of the Northwest Quarter (SW  $\frac{1}{4}$  NW  $\frac{1}{4}$ ) 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  $\frac{1}{4}$  NW  $\frac{1}{4}$ ) 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  $\frac{1}{2}$ ) of the Northeast Quarter (NE  $\frac{1}{4}$ ) of Section 33 and the West Half (W  $\frac{1}{2}$ ) of the Northwest Quarter (NW  $\frac{1}{4}$ ) of Section 34, except a strip of land 24 feet wide and 80 rods long on the North side of the Northwest Quarter (NW  $\frac{1}{4}$ ) of the Northwest Quarter (NW  $\frac{1}{4}$ ) 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  $\frac{1}{2}$ ) of the Northeast Quarter (NE  $\frac{1}{4}$ ) and East Half (E  $\frac{1}{2}$ ) of the Northwest Quarter (NW  $\frac{1}{4}$ ). 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  $\frac{1}{2}$ ) of the Southeast Quarter (SE  $\frac{1}{4}$ ) and the Southeast Quarter (SE  $\frac{1}{4}$ ) of the Southeast Quarter (SE  $\frac{1}{4}$ ) 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  $\frac{1}{2}$ ) of the Southwest Quarter (SW  $\frac{1}{4}$ ) and the Southwest Quarter (SW  $\frac{1}{4}$ ) of Southeast Quarter (SE  $\frac{1}{4}$ ) 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  $\frac{1}{4}$ ) of the Northwest Quarter (NW  $\frac{1}{4}$ ) and the Southwest Quarter (SW  $\frac{1}{4}$ ) of the Northeast Quarter (NE  $\frac{1}{4}$ ), 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  $\frac{1}{4}$  of Section 27; the E Half of the NW  $\frac{1}{4}$  of Section 34; all that part of the NW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of Section 34, lying East of Bethel Road. A parcel of land in the SW corner of the NE  $\frac{1}{4}$  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  $\frac{1}{2}$ ) of the Southeast Quarter (SE  $\frac{1}{4}$ ) and the Southeast Quarter (SE  $\frac{1}{4}$ ) of the Southeast Quarter (SE  $\frac{1}{4}$ ) 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  $\frac{1}{2}$  rods wide on the North side of the Northwest Quarter (NW  $\frac{1}{4}$ ) of the Northwest Quarter (NW  $\frac{1}{4}$ ) of Section 34, Town 6 North, Range 1 West of the 4<sup>th</sup> P.M., Grant County, Wisconsin

DOCUMENT NO.  
**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

**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

801942  
May 20 2019  
Marilyn Pierce  
Register of Deeds  
GRANT COUNTY WI  
09:30 AM  
Fee Pd:30.00  
TransFee:0.00  
Exempt:  
Pgs:7

7919 - 00

THIS SPACE RESERVED FOR RECORDING  
DATA

**THIS MEMORANDUM OF AMENDMENT TO WIND  
ENERGY LEASE AND EASEMENT AGREEMENT**  
("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**").

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

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*







**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 4<sup>th</sup> 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 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 (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 4<sup>th</sup> P.M., Grant County, Wisconsin.

Also the West Half of the Southwest Quarter (W1/2-SW1/4) 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 4<sup>th</sup> 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 4<sup>th</sup> 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 4<sup>th</sup> 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 4<sup>th</sup> 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 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.

<p>817699 DOCUMENT NO.</p>	<p><b>NONDISTURBANCE AND ATTORNMENT AGREEMENT</b></p>	<p>817699 January 28 2021 Andrea Noethe Register of Deeds GRANT COUNTY WI 09:55 AM Fee Pd:30.00 TransFee:0.00 Exempt: Pgs:8</p> <p>THIS SPACE RESERVED FOR RECORDING DATA</p>
<p><b>THIS NONDISTURBANCE AND ATTORNMENT AGREEMENT</b> ("Agreement"), is dated <u>12/30</u> _____, 2020, and is made by and between COMPEER FINANCIAL, FLCA, a federally chartered corporation, ("Mortgagee") and Red Barn Energy, LLC, a Minnesota Limited Liability Company ("Company"), collectively referred to as the ("Parties").</p>		<p>NAME AND RETURN ADDRESS</p> <p>Red Barn Energy, LLC Attn: Paul White 618 2nd Avenue SE Minneapolis, MN 55414</p> <hr/> <p>PARCEL IDENTIFICATION NUMBER(S)</p>

**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 Exhibit A, 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. **Consent to Easement and Assignment to Affiliate.** 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. **Wind Not to be Disturbed.** 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.

3. **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. Neither 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. **Successors and Assigns.** 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. **Counterparts.** 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: Becky Opitz  
Printed Name: Becky Opitz  
Title: Sr. Closing Coordinator

**Company:**

By: \_\_\_\_\_  
Printed Name: Red Barn Energy, LLC, a Minnesota limited liability company  
Title: \_\_\_\_\_

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. **Successors and Assigns.** 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. **Counterparts.** 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: Becky Opitz  
Printed Name: Becky Opitz  
Title: Sr. Closing Coordinator

Company:

By: [Signature]  
Printed Name: Red Barn Energy, LLC, a Minnesota limited liability company  
Title: General Manager

ACKNOWLEDGEMENTS

STATE OF Wisconsin )  
COUNTY OF Dane ) ss.

On 12-30-2020, before me personally appeared Recky Ortiz, to me known to be the Sr. Closing Coordinator of COMPEER FINANCIAL, FLCA, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Signature: Kelsie Summers  
Name (Print): Kelsie Summers  
NOTARY PUBLIC

STATE OF Minnesota )  
COUNTY OF Hennepin ) ss.

On January 6 2021, before me personally appeared M. Lee Collier, to me known to be the AGENT of Red Barn Energy, LLC, a Minnesota limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Signature: [Handwritten Signature]  
Name (Print): ANGELI J. MOOSESKI  
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.

796280

**MANURE EASEMENT**

796280  
August 7 2018  
Marilyn Pierce  
Register of Deeds  
GRANT COUNTY WI  
02:45 PM  
Fee Pd:30.00  
TransFee:0.00  
Pgs 12  
Exempt:

E1/2-NE-33-6-1	W1/2-SW-2-5-1
W1/2-NW-34-6-1	E1/2-SE-3-5-1
NE-23-6-1	SE-NW-35-6-1
SE-NW-4-5-1	SW-NE-35-6-1
NE-SW-4-5-1	S1/2-SE-1-5-2
N1/2-SE-32-6-1	SE-SW-1-5-2
W1/2-NE-33-6-1	E1/2-NE-12-5-2
E1/2-NW-33-6-1	SW-NE-12-5-2
	NW-NE-12-5-2
	NE-NW-12-5-2
	NW-7-5-1

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").

**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 Ebenezer 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.

**4.7 Notice.** All 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 its current address, it shall give written notice to the other party in the manner 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 J. Bollant

GRANTEES:



Steve Bollant



Delores Bollant

BOLLANT FARMS, INC.

By: 

Steve Bollant, President



**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 4<sup>th</sup> 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.

ALSO 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.

ALSO, 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.

ALSO, 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 corner 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;  
thence North 89° 30' 34" West 1296.47 feet along said East-West Quarter line;  
thence 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;  
thence South 50° 55' 13" West 281.23 feet along a line of Lot 1 of said Certified Survey Map #536;  
thence 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;  
thence 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;  
thence North 71° 44' 52" West 67.43 feet along a line of Lot 1 of said Certified Survey Map #536;  
thence 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;  
thence 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;  
thence 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;  
thence North 27° 32' 29" East 132.02 feet'  
thence North 23° 55' 07" West 85.66 feet to a corner of Lot 1 of said Certified Survey Map #545;  
thence 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 4<sup>th</sup> 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 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 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;

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;

thence 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 4<sup>th</sup> 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 4<sup>th</sup> PM., Town of Clifton, Grant County, Wisconsin, described as follows:

Commencing at the West Quarter corner 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;  
 thence 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 corner thereof;  
 thence South 00°26'06" East 33.66 feet along the West line of said Section 7;  
 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:**      062-00471-0000  
    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

796280

**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**

796281

**Farm Lease**

796281  
August 7 2018  
Marilyn Pierce  
Register of Deeds  
GRANT COUNTY WI  
02:45 PM  
Fee Pd:30.00  
TransFee:0.00  
Pgs 12  
Exempt:

NE-23-6-1	SE-SW-1-5-2
SE-NW-4-5-1	E1/2-NE-12-5-2
NE-SW-4-5-1	SW-NE-12-5-2
N1/2-SE-32-6-1	NW-NE-12-5-2
W1/2-NE-33-6-1	NE-NW-12-5-2
E1/2-NW-33-6-1	NW-7-5-1
W1/2-SW-2-5-1	
E1/2-SE-3-5-1	
SE-NW-35-6-1	
SW-NE-35-6-1	
S1/2-SE-1-5-2	

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

See Attached Exhibit A  
Parcel Identification Number

This agreement entered into by and between Thomas J. and Annette J. Bollant, (hereinafter "Landlord") and Bollant Farms, Inc., (hereinafter "Tenant");

WHEREAS, Landlord is the owner of the property described in Paragraph 1 below, (hereinafter "Premises"); and

WHEREAS, Landlord desires to lease the premises described below to Tenant under the terms and conditions set forth below;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Leased Premises: Landlord hereby agrees to lease to Tenant that property described on Exhibit A which is part of total rental acreage between the parties of approximately 804 acres, which includes 60 acres of pasture on the Lehman farm property, and described on the attached Exhibit A-1.
2. Term: This lease shall commence August 1, 2018 and shall remain in effect until July 31, 2033. The lease year shall be August 1 through July 31. This lease may be extended as agreed upon by the parties. The Agreement can only be terminated if both Parties agree in writing to terminate the Agreement.

3. **Rent:** As consideration for the use of the Premises, Tenant shall pay to Landlord rent at a rate of \$220 per tillable acre per year, as adjusted herein, payable as monthly payments by the 20<sup>th</sup> of each month. The rental rate of \$220 per acre per year shall be in effect for the first five years of this lease. The first monthly installment of \$14,470 for August, 2018 is due August 20, 2018. For the remaining ten years of the lease the rental amount shall be determined by the fair market lease rent as determined by the average annual rent per acre paid by Tenant pursuant to third party leases for each such lease year. This applies to FSA defined acres as shown in Exhibit A of approximately 804 acres in Grant and Iowa Counties which includes 60 acres of pasture on the Lehman farm property.
4. **Use of Premises:** Tenant shall use the property solely for farming. Tenant shall be responsible for all inputs and costs thereof and shall keep the property free and clear of any debris, waste, or noxious weeds. Tenant further covenants that Tenant shall follow U.S. Soil Conservation farming practices when using the premises so as not to reduce the current or future value of the property.
5. **Risk of Operation:** Tenant takes possession of the premises subject to the hazards of operating a farm and assumes all risk of accidents to himself, his family, employees, and agents in the pursuance of said farming operations.
6. **Return of Possession:** At the termination of this lease, Tenant shall surrender possession of the property to Landlord in as good of condition as when Tenant entered upon the property.
7. **Access by Landlord:** Landlord and its guests and invitees shall have the right to access and use the property provided it does not harm the Tenant's crops. Such access and use by the Landlord, its guests and invitee shall not constitute an eviction of Tenant in whole or in part, and rent shall not abate as a result of such entry.
8. **Liability Insurance:** Tenant agrees to obtain and keep in force and effect during the term of this lease a policy of public liability insurance in the amount of \$500,000.00 issued by a company licensed to do business in the State of Wisconsin.
9. **Indemnity Regarding Use of Property:** Tenant agrees to indemnify, hold harmless and defend Landlord from and against any and all losses, claims, liabilities and expenses, including reasonable attorney fees, if any, except those caused by negligence of the Landlord, which Landlord may suffer or incur in connection with Tenant's use of the premises.
10. **Defaults:** Any default in any of the terms of this Lease shall be grounds for termination of the Lease by the non-defaulting party. If Tenant shall default by

failing to provide any of the insurance required by the terms of this Lease to be provided by Tenant, or shall fail to make any payment required of them by this Lease, Landlord may give notice of default. If Tenant does not cure such default within fifteen (15) days after the receipt of such notice, Landlord may terminate this Lease and remove Tenant. If Tenant defaults in any other condition of this Lease, Landlord shall give notice of such default and if such default is not cured by Tenant within thirty (30) days after the receipt of such notice, this Lease may, at the option of the Landlord, be terminated and possession of the premises recovered. In any litigation to enforce the terms of the Lease, Landlord may recover all costs, damages, and expenses suffered by Landlord by reason of Tenant's default, including attorney fees to the extent permitted by the law. As an alternative, Landlord may elect to cure any default and add the cost of such cure to Tenant's rent and recover the same at the next rent paying period, and in case of failure to so recover such amount, it shall be additional damages recoverable by the Landlord in any suit to enforce this Lease.

11. Cumulative Right: The rights of the parties under this Lease are cumulative and shall not be construed as exclusive unless otherwise required by law.
12. Assignability: Except for the assignment to the purchaser of the stock or substantially all of the assets of Tenant, Tenant may not assign this Lease or any interest in the premises without the written consent of Landlord. This lease shall run with the land and is binding on successor, heirs and assigns.
13. No Agency or Partnership: Nothing in this Lease shall be construed to create any type of partnership, agency, or any other type of relationship between the parties other than Landlord/Tenant.
14. Notice. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

Landlord: Thomas J. Bollant  
1424 Ebenezer Road  
Fennimore, WI 53809

Tenant: Steven Bollant  
10818 Pine Knob Lane  
Stitzer, WI 53825

Such address may be changed from time to time by either party by providing notice as set forth above.

15. Entire Agreement/Amendment: This Lease contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the agreement.



16. Severability: If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provisions of this Lease is invalid or unenforceable, but that by limiting such provisions it would become valid and enforceable, then such provisions shall be deemed to be written, construed, and enforceable as so limited.

Dated: 8-3-18, 2018

Thomas J. Bollant  
Thomas J. Bollant, Landlord

Annette J. Bollant  
Annette J. Bollant, Landlord

Dated: 8-3-18, 2018

Tenant: BOLLANT FARMS, INC.

By: Steven Bollant  
Steven Bollant, President

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

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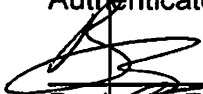
\*

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**AUTHENTICATION**

Signature(s) Thomas Bollant Annette Bollant  
Steven Bollant, Delores Bollant

Authenticated on 8-3-18.

  
\_\_\_\_\_  
Benjamin R. Wood  
TITLE: MEMBER STATE BAR OF WISCONSIN

**EXHIBIT A**

The Northeast Quarter (NE1/4) 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 (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.

ALSO 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.

ALSO, 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.

ALSO, 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 corner 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;  
thence North 89° 30' 34" West 1296.47 feet along said East-West Quarter line;  
thence 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;  
thence South 50° 55' 13" West 281.23 feet along a line of Lot 1 of said Certified Survey Map #536;  
thence 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;  
thence 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;  
thence North 71° 44' 52" West 67.43 feet along a line of Lot 1 of said Certified Survey Map #536;  
thence 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;  
thence 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;  
thence 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;  
thence North 27° 32' 29" East 132.02 feet'  
thence North 23° 55' 07" West 85.66 feet to a corner of Lot 1 of said Certified Survey Map #545;  
thence 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 4<sup>th</sup> 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 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

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

Commencing at the West Quarter corner 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;  
 thence 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 corner thereof;  
 thence South 00°26'06" East 33.66 feet along the West line of said Section 7;  
 thence South 00°18'26" East 2637.79 feet along the West line of said Section 7 to the point of beginning.

<b><u>Tax Parcel Numbers:</u></b>	<b>062-00471-0000</b>
	<b>062-00472-0000</b>
	<b>062-00473-0000</b>
	<b>062-00475-0010</b>
	<b>012-00074-0000</b>
	<b>012-00076-0000</b>
	<b>062-00678-0000</b>
	<b>062-00679-0000</b>
	<b>062-00685-0000</b>
	<b>062-00686-0000</b>
	<b>062-00688-0000</b>
	<b>062-00692-0000</b>
	<b>012-00040-0000</b>
	<b>012-00041-0000</b>
	<b>012-00063-0000</b>
	<b>012-00066-0000</b>
	<b>062-00724-0000</b>
	<b>062-00730-0000</b>

796281

**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**

Exhibit A-1 796281

<u>FARM</u>	<u>TILLABLE</u>
Cervantus	80
Crockett/Kite	73
Forest Slight	90
Land Contract	.
Hershberger	9
House/Lemanski	150
Lehman	60
Lundell/Nelson	132
Rowe	74
Stitzer/Petry	136
	<hr/>
	804



DRIVEWAY  
EASEMENT AGREEMENT

GRANT COUNTY, WI  
RECEIVED FOR RECORD  
12/26/2019 11:29 AM  
#807184  
MARILYN PIERCE, REGISTER  
Pages Recorded: 9

SW-NE-33-6-1  
SE-NE-33-6-1

**Reserved for Recording**

Name & Return Address

Axley Brynelson, LLP  
P.O. Box 1767  
Madison, WI 53701-1767  
Attn: Melissa K. Warner

Parcel No. 062-00686-0000

THIS JOINT DRIVEWAY AGREEMENT (the "*Agreement*") is made between Thomas J. Bollant and Annette J. Bollant (collectively "Thomas") and Bollant Farms, Inc. (the "Farm") effective as of August 3, 2018. (Thomas and the Farm may be referred to herein together as the "*Parties*" and, individually, as a "*Party*".)

RECITALS:

A. Thomas is the fee simple owner of certain real property located in the Town of Wingville, Grant County, Wisconsin located at 1424 Ebenezer Road, Fennimore, Wisconsin and legally described on the attached Exhibit A ("*Parcel 686*").

B. The Farm is the fee simple owner of certain real property adjacent to the eastern boundary of Parcel 686 on Ebenezer Road, Fennimore, Wisconsin, and legally described on the attached Exhibit A ("*Parcel 687*").

C. The Farm needs access to a portion of the driveway on Parcel 686 (the "*Driveway*") for ease of access to Parcel 687 as depicted on the attached Exhibit B (the "*Easement Area*").

D. Thomas desires to grant to the Farm a limited, non-exclusive easement for ingress and egress over and across the Easement Area according to the terms and conditions set forth below.

## AGREEMENT

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. The foregoing recitals are incorporated herein as if set forth at length.

2. Grant Term. Thomas grants a limited, nonexclusive ingress and egress easement to the Farm to use the Driveway Easement Area as a driveway for ingress from and egress to Parcel 687. This easement and the right of the Farm to use the Driveway for ingress from and egress to Parcel 678 or otherwise access the Easement Area shall terminate on August 1, 2019.

3. Maintenance, Repair, and Replacement Costs. Except as provided herein with respect to the restoration, the Farm shall be solely responsible for administering, payment of and contracting for the maintenance, and repair of the existing Driveway. The Driveway shall be restored on or before October 1, 2019 as a spit and chip driveway free from potholes, the cost of which shall be paid in equal shares by the Parties. If the Farm does not promptly contract for or pay for any expenses relating to the Driveway or the Easement Area, Thomas may contract for such work and pay such expenses and seek immediate reimbursement from the Farm, along with interest at the rate of five percent (5.0%) per year on any amount unpaid within thirty days of Thomas providing an invoice for the same, plus reasonable attorney fees and other costs associated with enforcing this Agreement.

4. Indemnity. Each Party shall indemnify and defend the other Party from all liability, suits, actions, claims, costs, damages, and expenses of every kind and description (collectively, "Claims"), including, without limitation, court costs and legal fees, including Claims arising out of or relating to loss of personal injury, loss of life, or property damage, brought because of any injuries or damages received or sustained by any person(s) or property relating to the use of the Driveway or Easement Area, except to the extent that such Claims arise from such Party's negligence or willful acts.

5. Equal Rights of Use. The Parties shall have equal rights of ingress and egress over the Driveway and shall take no action to prevent the other Parties' enjoyment of such rights, including, without limitation, erecting any structure, installing any barricade, gate or fence, or otherwise impeding vehicular or pedestrian travel in the Easement Area.

6. Covenants Run with Land. All of the terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by each Party and their respective successors and assigns. Either party may record a copy of this Agreement with the Register of Deeds of Grant County, Wisconsin.

7. Non-Use. Non-use or limited use of the easement rights granted in this Agreement shall not prevent a Party from later use of the easement rights to the fullest extent authorized in this Agreement.

8. Governing Law. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

9. Entire Agreement. This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Agreement and duly recorded in the office of the Register of Deeds of Grant County, Wisconsin.

10. Notices. All notices to either party to this Agreement shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party at that party's last known address. If the other party's address is not known to the party desiring to send a notice, the party sending the notice may use the address to which the other party's property tax bills are sent. Either party may change its address for notice by providing written notice to the other party.

11. Invalidity. If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

12. Waiver. No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

13. Enforcement. Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorneys' fees, from the non-prevailing party.

14. No Public Dedication. Nothing in this Agreement shall be deemed to be a gift or dedication of any portion of the easement granted under this Agreement to the general public or for any public purpose whatsoever. The Parties agree to cooperate with each other and to take such measures as may be necessary to prevent the dedication to the public of the Driveway, whether by express grant, implication, or prescription, including, without limitation, the posting of "Private Drive" or "No Trespassing" signs. Such measures shall not, however, unreasonably interfere with the easement rights granted under this Agreement.

15. Insurance. The Parties each agree to maintain in effect at all times during the term of this Agreement a policy of general liability insurance insuring against injury to property, person or loss of life arising out of each Party's use, occupancy, or maintenance of the Driveway or Easement Area with limits of coverage that are at levels that are reasonable under the circumstances. Each party shall furnish a copy of that portion of its policy showing this coverage to the other party upon request.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first written above.

PARCEL 686 OWNER:

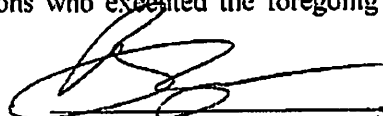
  
Thomas J. Bollant

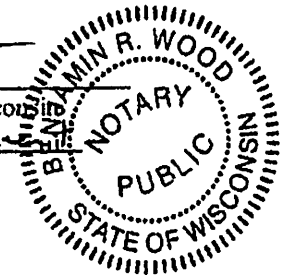
  
Annette J. Bollant

ACKNOWLEDGEMENT

STATE OF WISCONSIN     )  
  ) SS.  
COUNTY OF Iowa         )

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

  
Notary Public, State of Wisconsin  
My commission: is permanent



**PARCEL 687 OWNER:**

Bollant Farms, Inc.

By: *Steve Bollant*  
Steve Bollant, President

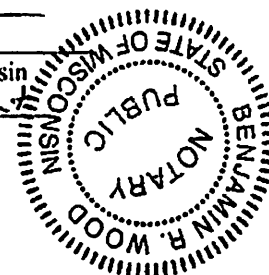
**ACKNOWLEDGMENT**

STATE OF WISCONSIN     )  
  ) SS.  
COUNTY OF Iowa         )

Personally came before me this 3<sup>rd</sup> day of August, 2018, the above-named Steve Bollant to me known to be the President of Bollant Farms, Inc. and acknowledged that he executed the foregoing instrument on behalf of such Trust.

*[Signature]*

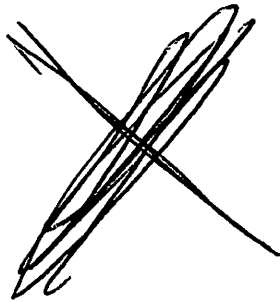
Notary Public, State of Wisconsin  
My commission: is permanent



Drafted by:  
Attorney Melissa K. Warner  
AXLEY BRYNELSON, LLP  
Madison, Wisconsin

EXHIBIT A

LEGAL DESCRIPTION:



**EXHIBIT A**

Southwest Quarter (SW1/4) of the Northeast Quarter (NE1/4). All in Section 33, Town Six (6) North, Range One (1) West, being in Grant County, Wisconsin.

**Tax Parcel Numbers:**     **062-00686-0000**

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**EXHIBIT A**

The Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) of Section 33. 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:**      062-00687-0000

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# Exhibit B

## Easement Area

