

TOWN OF LYNDON

TOWN BOARD MEETING MINUTES

Wednesday December 16, 2009

7:00 pm

Town of Lyndon Hall
W6081 County Road N
Plymouth, WI 53073

1. Chair Kris Hughes called the meeting called to order at 7:00 pm.
2. Pledge of Allegiance to the flag.
3. Confirmation of posting – Sally Marver confirmed the posting as having been done on Tuesday December 15, 2009 between 1:30-2:15 pm.
4. Roll call – Present were: Kris Hughes, Richard Baumann, Steve Thome and Scott Henkel. Lester Laack arrived at 7:25 pm.
5. Approve previous month's minutes – Minutes were approved as amended. The minutes from the town meeting should read Carol Baumann instead of just Baumann.
6. Approve the treasurer's report – All bills are current. The ones that are coming in now are not due until January. There are no carry-overs of bills for 2010. Marver explained the Holding Tank account (savings) is still in existence. This is only making 1% interest on this \$2224.60. The ING Orange account was brought up by Steve Thome. It was suggested to check into this as they pay high interest.
7. **Committee reports**
 - a. Jerome Rosche – Plan Commission - Rosche reported there was no Plan Commission meeting in December due to lack of business to conduct. We have a new barn going up in the township. The question of whether or not an electrical inspection is needed, Rosche's understanding is that if the wires in a barn are not covered, an inspection is not needed. He suggested we speak with our electrical inspector about that.
 - b. Al Steiner – DPW Update - Steiner reported the work that has been done and that benching will be done tomorrow. Baumann asked what benching was and Steiner explained how you push the snow back and make levels, making it possible to accommodate the next snow falls and getting the snow back off the road. He also reported on the repairs that were done on the equipment. Hughes interjected that we do have a liability to keep the roads safe.
 - c. Kris Hughes - Town Hall Committee - Henkel has the town hall booked for the 23rd of January. Discussion followed on how to make it more known that we have a hall for rent. Baumann offered to write something up for the Review.
 - d. Robert Joslyn – Ordinance Oversight Committee - No meeting, nothing at this time.
 - e. Richard Baumann – Research – Nothing at this time.
 - f. Scott Henkel – Finance – He explained if we are paid up on everything at this time there is nothing at this time.
 - g. Steve Thome – Cemetery – Discuss/Act on Operational Rules for Cemeteries. Thome explained we need a price for the plots that would be available at the Town of Lyndon Cemetery. According to the rules of Cemeteries it is listed that the owner of the Cemetery has control. Thome and Steiner reported on the research they have done. Evergreen is full. Town of Lyndon had one burial last summer. Right now we go behind on the perpetual fees for upkeep of the cemeteries. Henkel made a motion, 2nd by Baumann to charge \$400 per burial plot for the Lyndon Cemetery and \$500 for non-resident. All in favor, motion carried.
 - h. Correspondence – There was a letter from Bay Environmental that Marver said would be on table in the Clerk's Office for the board to see. It was an advertisement for business.
 - i. Clerk – Treasurer Report - No other report from Treasurer.
8. **Items from the floor for the good of town government**
9. **Old Business**

10. New Business

- a. Appoint Election Workers – Hughes moved, 2nd by Baumann, to appoint the following election workers for a two year term: Kay Schneider, Dawn Mueller, Sue Kennedy, Raylean Triebensee, Marion Mullikin, Marilyn De Bruine, Nancy Rosche, Barb Larson, Diane Peitsch and Bev Weigel. All in favor, motion carried.
 - b. Discuss/Act on extension of mortgage loan with Waldo Bank. Henkel had spoken with Waldo State Bank and they have agreed to extend the present mortgage at the same rate, 5%, for five years. Hughes moved, 2nd by Henkel to have the Chair and Treasurer go to sign the papers for the extension. All in favor, motion carried.
 - c. Discuss/Act on sharing insulation cost with landlords of Town Shed – Steiner explained the owners are willing to go 50-50 on the expense of insulation the town shed. The insulation will be purchased and we will do the labor. Laack moved, 2nd by Thome, to authorize the DPW to purchase and install the insulation in the town shed. All in favor, motion carried.
 - d. Discuss/Act on Town Board Supervisors taking per diems in 2010 – After discussion Baumann moved, 2nd by Laack to allow supervisors to take 4 per diems per year. All in favor, motion carried.
 - e. Discuss/Act on Board Members visiting other Municipalities Board Meetings – Chair Hughes asked the board members to please attend some of the Town Board Meetings of other municipalities so we can learn more and perhaps pick up ideas that we can use to make our government better.
 - f. Approve and Sign “Letter of Thank You” to people who have donated to the Town of Lyndon – Hughes read the thank you letter to send to people who have donated items for the town hall. Letters were signed by the Board Supervisors and will go out to Tracy Thome and John Halback of Mid-Point Machines for the flag stands; and to David and Ruth Drewry and Mark Zimmerman and Barbara Drewry Zimmerman for their gift of trees.
11. **Items for the next meeting** – Henkel asked that we put the procedure for approving certified surveys on next month’s agenda. He would like more time to study the survey before approving.
 12. **Report of Chairperson Overview of November 30, 2009 Elector’s Budget Meeting** – Hughes explained that the Board had tried very hard to make it easier for people to make motions at the Town’s Budget meeting. The Town’s attorney helped the people word the motions. The desire of the board is to work with the people, not against them.
 13. **Approval of the monthly bills** – The monthly bills were approved.
 14. **Adjourn** - Henkel moved, 2nd by Baumann, to adjourn. Meeting adjourned at 8:35 pm.

Respectfully submitted,
Sally Marver, Clerk/Treasurer



Headquarters Building
816 State Street
Madison, WI 53706-1482
608-264-6400

February 25, 2003

Town of Lyndon
Attn: Julian Brachmann, Clerk
W5477 Cty Rd N
Waldo, WI 53093-1214

Dear Mr. Brachmann:

Congratulations! Your property located in Town 7 North, Range 9 East, Section 22, in the Town of Lyndon, Sheboygan County, Wisconsin, contains an important cultural resource—the Lyndon Cemetery. In accordance with the Burial Sites Preservation law, Wisconsin Statute §157.70, documentation of this cemetery has been recorded with the Sheboygan County Register of Deeds.

As a result of this filing, you are eligible for a property tax exemption under Wisconsin Statute § 70.11, because the cemetery and the land within five feet from outer edge (or more, as determined by the Burial Sites Preservation Program) of the cemetery can not be disturbed.

To become more familiar with the Burial Sites law and how it affects you as a property owner, I would recommend reviewing the following sections:

- § 157.70(2): director's duties, p. 4.
- § 157.70(2r): site disturbance prohibited, p. 5.
- § 157.70(5): procedure for a cataloged burial site, pp. 5-6.
- § 157.70(7-10): action by Attorney General, remedies, preservation of rights and penalties, p.7.

Enclosed you will find a copy of the *Notice of Location of Burial Site* for the Lyndon Cemetery, which describes the cemetery boundaries, a copy of the Burial Sites Preservation law (§157.70), and a copy of the Property Tax Exemption law (§ 70.11).

If you have any questions regarding this action, or would like more information on receiving a property tax exemption, please contact Deirdre March, Burial Sites Program Assistant, at (608) 264-6502, or (800) 342-7834.

Sincerely,

A handwritten signature in black ink, appearing to read "Bob Thomasgard".

Robert B. Thomasgard, Jr.
Director

RBT:darn

Enclosures

cc: Carlyle G. VanDriest, Assessor, Town of Lyndon
Julie Glancey, Clerk, Sheboygan County
Steven Shaver, President, Sheboygan County Historical Society
Martin W. Holden, Executive Director, Bay-Lake RPC

NOTICE OF LOCATION OF
CATALOGUED BURIAL SITE

1661341

SHEBOYGAN COUNTY, WI
RECORDED ON

12/03/2002 02:50PM

DARLENE J. NAVIS
REGISTER OF DEEDS

RECORDING FEE: 11.00
TRANSFER FEE:

STAFF ID 6
TRANS # 10619

OF PAGES: 1

DOCUMENT # 962
BURIAL # BSB-0078
OWNER NAME Town of Bergen

WHEREAS, the legislature intends by 1985 Wisconsin Act 316 to assure that all human Burials be accorded equal treatment and respect for human dignity without reference to ethnic origins, cultural backgrounds or religious affiliations; and WHEREAS, Wis. Stats. § 157.70(2)(a) provides that the Director of the Wisconsin Historical Society shall identify and record in a catalog, burial sites in this state, together with sufficient contiguous land necessary to protect the burial site from disturbance; and WHEREAS, § 7011(13), Wis. Stats provides a property tax exemption for land containing a burial site, which is entered in the state catalog of burial sites and that this makes the property tax treatment of burial sites consistent with the property tax treatment of cemeteries; and WHEREAS, § 157.70(5)(b), Wis. Stats. provides that no person may intentionally cause or permit the disturbance of a cataloged burial site without a permit from the Director of the Wisconsin Historical Society. Now therefore be it known that the following described lands contain a cataloged burial site and are subject to the protection and provisions of 1985 Wisconsin Act 316.

RETURN TO:
Burial Sites Preservation
Wisconsin Historical Society
816 State Street
Madison, Wisconsin 53706-1482

Parcel Identification Number
126550

Lyndon Cemetery

The following described real estate situated in the Town of Lyndon, Sheboygan County, Wisconsin: commencing eleven rods & one half North of the Southwest corner of Section Twenty-five (25), in Town Fourteen (14) North, of Range Twenty-one (21) East, and running North Eight (8) rods, thence East Twelve (12) rods, thence South eight (8) rods, thence West Twelve (12) rods to the place of beginning, containing Ninety-six (96) rods.

As described in Deeds, Volume 196, Page 316, dated July 11, 1930, on file with the Sheboygan County Register of Deeds.

THIS INSTRUMENT DRAFTED BY
Deirdre Ann March
Deirdre Ann March

dated this 27th day of Oct, 2002.
Signature of *Robert B. Thomasgard, Jr.*
Robert B. Thomasgard, Jr.
Director, Wisconsin Historical Society

ACKNOWLEDGMENT STATE OF WISCONSIN, DANE COUNTY
Personally came before me this 27th day of Oct, 2002.

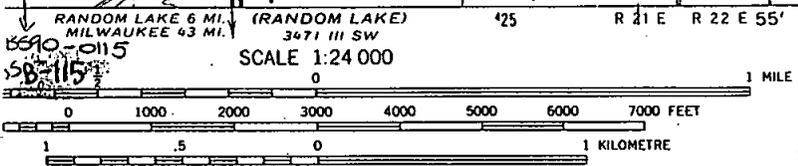
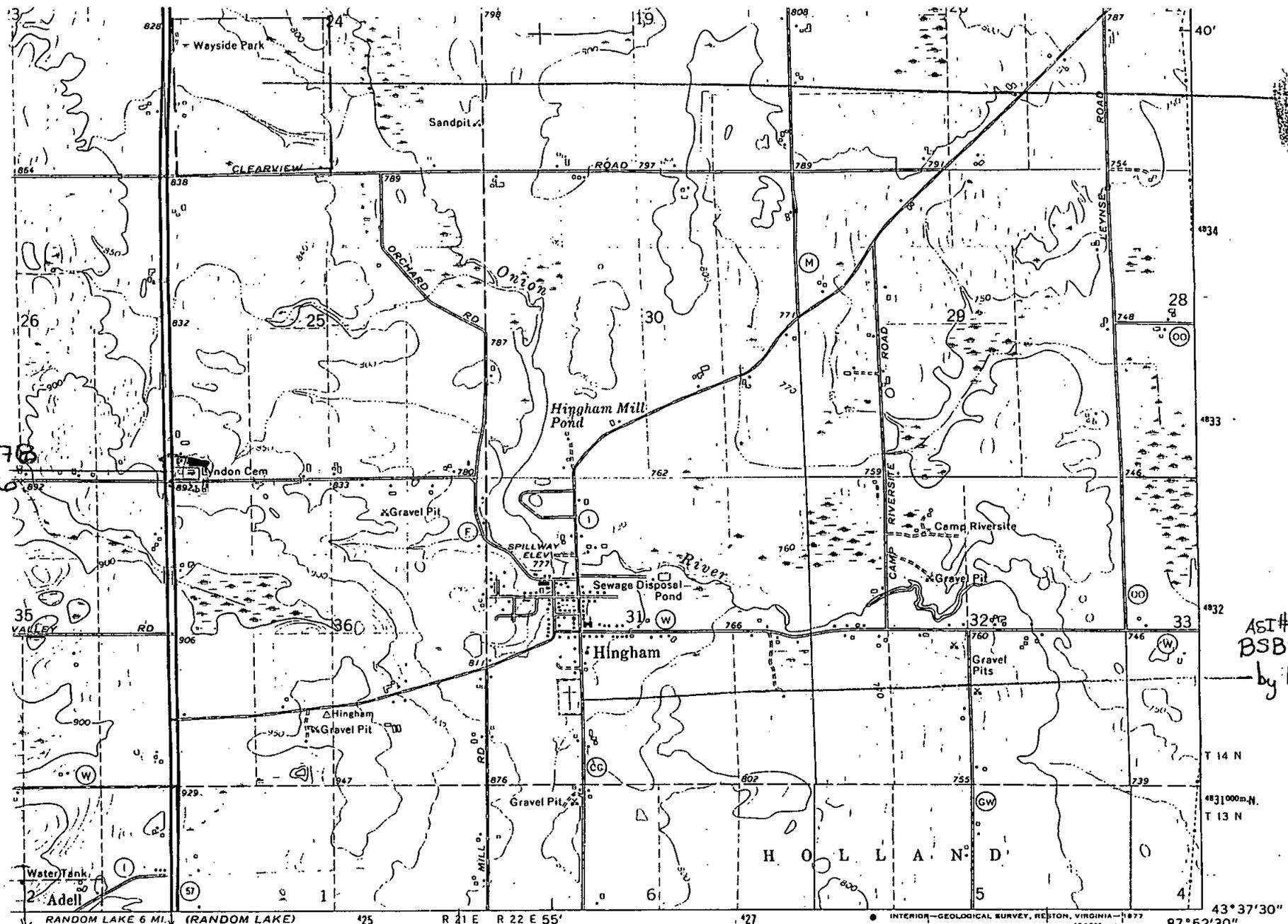
to me known to be the person(s) who executed the
foregoing instrument and acknowledge the same.
Signature of *Margaret C. Malin*

Margaret C. Malin, Notary
My Commission expires 10/31/05
STATE OF WISCONSIN

56-9
856

BSB-0078
BSB-0016

AST# 017021
BSB0077
by 1862



ROAD CLASSIFICATION

Primary highway, hard surface	Light-duty road, hard or improved surface
Secondary highway, hard surface	Unimproved road
<input type="checkbox"/> Interstate Route <input type="checkbox"/> U. S. Route <input type="checkbox"/> State Route	

PROPERTY OF
BURIAL SITES
PRESERVATION PROGRAM

PLYMOUTH SOUTH, WIS
NW/4 SHEBOYGAN FALLS 15' QUADRANGLE
N4337 5. W7752 5/7 5

THIS MAP COMPLIES WITH NATIONAL MAP ACCURACY STANDARDS FOR SALE BY U.S. GEOLOGICAL SURVEY RESTON VIRGINIA 22002

GIS PR
Site:
entered: 3/1

(3) Section 157.62 does not apply to a cemetery authority that is not required to be registered under s. 440.91 (1) and that is not organized or conducted for pecuniary profit.
History: 1991 a. 269.

157.63 Reporting and auditing exemptions; certification of compliance of cemetery affiliated with religious society. (1) In lieu of filing an annual report under s. 157.62 (2), a cemetery authority of a cemetery that is affiliated with a religious society organized under ch. 187 or that religious society may file an annual certification with the department as provided in this section.

(2) A certification under this section shall be made on a form prescribed and furnished by the department and include all of the following:

(a) The name and address of each cemetery to which the certification applies.

(b) A notarized statement of a person who is legally authorized to act on behalf of the religious society under this section that, during the reporting period under s. 157.62, each cemetery and the cemetery authority of each cemetery specified under par. (a) have either fully complied or have substantially complied with ss. 157.11 (9g) and 157.12 (3).

(3) If the statement under sub. (2) (b) includes a statement of substantial compliance, the statement under sub. (2) (b) must also specify those instances when the cemetery or cemetery authority did not fully comply with s. 157.11 (9g) or 157.12 (3).

(4) A certification under this section is effective for the 12-month period immediately following the reporting period under s. 157.62 (2) for which the cemetery authority is certified under this section to have fully or substantially complied with ss. 157.11 (9g) and 157.12 (3).

(5) During the effective period specified under sub. (4), the department may not audit the care funds or any records or accounts relating to the care funds of a cemetery to which a certification under this section applies.

(6) The religious society that is affiliated with a cemetery to which a certification under this section applies is liable for the damages of any person that result from the failure of the cemetery or cemetery authority to fully comply with s. 157.11 (9g) or 157.12 (3) during the reporting period under s. 157.62 (2) for which such compliance has been certified under this section.

History: 1989 a. 307; 1991 a. 269.

Cross Reference: See also ch. RL 51, Wis. adm. code.

157.635 Regulations of cemetery affiliated with religious society. Nothing in this subchapter prohibits a cemetery authority of a cemetery that is affiliated with a religious society organized under ch. 187 from prohibiting the burial of the human remains of an individual in the cemetery if the individual was in a class of individuals who are prohibited under regulations adopted by the cemetery authority or religious society from being buried in the cemetery.

History: 1989 a. 307.

157.64 Penalties. (1) In addition to or in lieu of other remedies provided by law, any person who violates this subchapter or any rule promulgated under this subchapter may be required to forfeit not more than \$200 for each separate offense. Each day of continued violation constitutes a separate offense.

(2) Any person who intentionally does any of the following may be fined not more than \$1,000 or imprisoned for not more than 90 days or both:

(a) Violates s. 157.08 (2) (b), 157.11 (9g) or 157.12 (2) (b), (c) or (d) or (4) (b).

(b) Fails to handle funds for the improvement and care of a cemetery as required in s. 157.11 or 157.125.

(c) Fails to deposit or invest care funds or preneed trust funds as required in s. 157.19.

(d) Fails to file a report or files an incomplete, false or misleading report under s. 157.62 (1) or (2).

(e) Fails to maintain records as required in s. 157.62 (3) and (4).

(f) Files a false or misleading certification under s. 157.63.

(g) Violates s. 157.111.

(3) Any person who intentionally commits an act specified under sub. (2) (a) to (f) with intent to defraud may be punished for theft under s. 943.20.

History: 1989 a. 307; 1991 a. 269; 1993 a. 386.

157.65 Enforcement. (1) (a) If the department of regulation and licensing has reason to believe that any person is violating or has violated this subchapter or any rule promulgated under this subchapter and that the continuation of that activity might cause injury to the public interest, the department of regulation and licensing may investigate.

(b) If the department of commerce has reason to believe that any person is violating s. 157.12 or any rule promulgated under s. 157.12 and that the continuation of that activity might cause injury to the public interest, the department of commerce may investigate.

(2) The department of justice or any district attorney, upon informing the department of justice, may commence an action in circuit court in the name of the state to restrain by temporary or permanent injunction any violation of this subchapter. The court may, prior to entry of final judgment, make such orders or judgments as may be necessary to restore to any person any pecuniary loss suffered because of the acts or practices involved in the action, if proof of such loss is submitted to the satisfaction of the court. The department of justice may subpoena persons and require the production of books and other documents, and may request the department of regulation and licensing or the department of commerce to exercise its authority under sub. (1) to aid in the investigation of alleged violations of this subchapter.

(3) In lieu of instituting or continuing an action under this section, the department of justice may accept a written assurance of discontinuance of any act or practice alleged to be a violation of this subchapter from the person who has engaged in the act or practice. An assurance entered into under this subsection shall not be considered evidence of a violation of this subchapter, but a violation of the assurance shall be treated as a violation of this subchapter.

History: 1989 a. 307; 1995 a. 27 ss. 4405, 4406, 9116 (5).

SUBCHAPTER III

BURIAL SITES PRESERVATION

157.70 Burial sites preservation. (1) **DEFINITIONS.** In this section:

(a) "Board" means the burial site preservation board.

(b) "Burial site" means any place where human remains are buried.

(c) "Cataloged" means recorded under sub. (2) (a), (4) (e) or (6) (c).

(cm) "Dedicated" has the meaning given in s. 157.061 (4).

(d) "Director" means the director of the historical society or his or her formally appointed designee.

(e) "Disturb" includes defacing, mutilating, injuring, exposing, removing, destroying, desecrating or molesting in any way.

(f) "Human remains" means any part of the body of a deceased person in any stage of decomposition.

(g) "Interest" means an interest based on any of the following:

1. Direct kinship.

2. A cultural, tribal or religious affiliation.

3. A scientific, environmental or educational purpose.

4. Land use.

157.70 DISPOSITION OF HUMAN REMAINS

5. A commercial purpose not related to land use which is consistent with the purposes of this section.

6. Any other interest which the board deems to be in the public interest.

(h) "Owner" means a person who owns or leases land on which a burial site is located.

(hm) "Person" includes the state.

(i) "Qualified archaeologist" means an individual who has a graduate degree in archaeology, anthropology or a closely related field and at least one year of full-time professional experience or equivalent specialized training in archaeological or physical anthropological research, administration or management, at least 4 months of supervised field and analytic experience in general North American archaeology or physical anthropology and a demonstrated ability to carry research to completion.

(1m) **APPLICABILITY.** This section does not apply to the disturbance of cataloged land contiguous to a cataloged burial site if the cataloged burial site was recorded under sub. (2) (i) before August 9, 1989.

(2) **DIRECTOR'S DUTIES.** The director shall:

(a) Under a special inspection warrant as required under s. 66.0119, identify and record in a catalog burial sites in this state and, for burial sites which are not dedicated, sufficient contiguous land necessary to protect the burial site from disturbance, and notify in writing every owner of a burial site or of such land so recorded and any county or local historical society in the county where the burial site or the land is located. Any information in the catalog related to the location of any burial site, the disclosure of which would be likely to result in the disturbance of the burial site or the cataloged land contiguous to the burial site, is not subject to s. 19.35 (1). The notice shall include information about the permit required under sub. (5) and the toll free number the owner may call for more information. In this paragraph, "sufficient contiguous land" means land that is within at least 5 feet from any part of a burial site.

(b) Identify and record in a catalog burial sites likely to be of archaeological interest or areas likely to contain burial sites. Any information in the catalog related to the location of any burial site likely to be of archaeological interest or of any area likely to contain a burial site, the disclosure of which would be likely to result in the disturbance of the burial site or the cataloged land contiguous to a cataloged burial site, is not subject to s. 19.35 (1).

(c) Make recommendations concerning burial sites on private property for acquisition by the state or other public agencies to preserve the burial sites.

(d) Provide for and publicize a telephone service which allows any person in this state to call, without charge, the director to report a discovery or disturbance of a burial site.

(e) Establish a registry for any person whom the board determines to have an interest in a cataloged burial site or class of cataloged burial sites under sub. (2m) (b) or (c). The registry shall include the name of every person whom the board determines to have an interest in the preservation of a burial site or in providing for the reinterment of the human remains and objects related to burial in the burial site if the burial site is disturbed and identify the burial site in which the person is determined to have an interest. Any information in the registry related to the location of any burial site, the disclosure of which would be likely to result in disturbance of the burial site, is not subject to disclosure under s. 19.35 (1).

(f) Assist owners in identifying persons to be notified under sub. (5) (b) 2.

(g) Assist Indian tribes, state agencies and other persons in any negotiation with any federal agency for the preservation of burial sites and human remains.

(h) Mediate, upon application of any owner or person in the registry under par. (e), any dispute related to the disturbance or proposed disturbance of a burial site.

(i) Cause a cataloged burial site to be recorded by the register of deeds of the county in which the burial site is located. The historical society shall reimburse the county for the cost of recording under this paragraph from the appropriation under s. 20.245 (1) (a).

(2m) **BOARD DUTIES.** The board shall:

(a) Meet at least every 3 months.

(b) Determine which Indian tribes in this state have an interest in any cataloged burial site or class of cataloged burial sites and notify the director for entry in the registry under sub. (2) (e).

(c) Determine which applicants for entry in the registry under sub. (2p) have an interest in a cataloged burial site or class of cataloged burial sites.

(d) As it deems necessary, review determinations of the director and the division of hearings and appeals in the department of administration under sub. (5).

(e) As it deems necessary, review disposition actions taken by the director under sub. (6).

(f) As it deems appropriate, approve transfers of burial sites under sub. (6m) (b) 2.

(2p) **APPLICATION FOR REGISTRY.** Any person may apply to the board for entry in the registry and shall indicate in which burial site she or he is claiming an interest.

(2r) **SITE DISTURBANCE PROHIBITED.** Except as provided under subs. (4) and (5) and ss. 157.111 and 157.112, no person may intentionally cause or permit the disturbance of a burial site or cataloged land contiguous to a cataloged burial site. This subsection does not prohibit normal agricultural or silvicultural practices which do not disturb the human remains in a burial site or the surface characteristics of a burial site.

(3) **REPORT OF DISTURBED BURIAL SITES.** (a) Except as provided under s. 979.01, a person shall immediately notify the director if the person knows or has reasonable grounds to believe that a burial site or the cataloged land contiguous to a cataloged burial site is being disturbed or may be disturbed contrary to the requirements of subs. (4) and (5).

(b) Upon receipt of any notice under par. (a), the director shall determine if the burial site which is the subject of the notice has been cataloged under sub. (2) (a).

(4) **PROCEDURE FOR UNCATALOGED BURIAL SITES.** (a) If the director determines that a burial site reported under sub. (3) is not cataloged under sub. (2) (a), he or she shall immediately notify the owner of the burial site of the procedure under this subsection and of the liabilities and penalties which apply for failure to comply with the procedure. If the director deems it appropriate, he or she may give notice to the board, and to any person who has or may have an interest in the burial site, that a burial site has been reported under sub. (3).

(b) No owner who has received notice under par. (a) may in any way intentionally cause or permit any activity which would disturb the burial site which is the subject of the notice unless authorized by the director under par. (c) 2. or (d).

(c) 1. Using information available concerning the burial site and the proposed activity, the director shall determine whether the proposed activity will disturb the burial site and whether the registry under sub. (2) (e) shows that any person has an interest in the burial site.

2. If the director determines that the proposed activity will not disturb the burial site or will disturb a burial site in which no person is shown on the registry under sub. (2) (e) to have an interest, he or she shall notify the owner of the owner's right to cause or permit the activity.

3. If the director determines that the proposed activity will disturb a burial site in which any other person who is not the owner is shown on the registry under sub. (2) (e) to have an interest and that the interest is substantial, the director shall notify the owner that the owner may not cause or permit the activity unless the owner does one of the following:

a. Subject to s. 157.111, authorizes the director or a qualified archaeologist approved by the director to excavate the burial site to remove and analyze any human remains and objects related to the burial in the burial site from the burial site within a reasonable time, beginning within 30 days of when ground conditions permit, for disposition under sub. (6).

b. Changes the proposed activity so as not to disturb any burial site.

(d) If the director determines that an owner has satisfied the requirements under par. (c) 3., he or she shall notify the owner of the owner's right to cause or permit any activity which is in keeping with the owner's action under par. (c) 3.

(e) If under par. (c) 3. a. all human remains and objects related to the burial in a burial site reported under sub. (3) (a) are not removed from the burial site, the director shall enter the burial site into the record prepared under sub. (2) (a).

(f) The director shall submit a written report to the board of any determination which he or she makes under this subsection.

(5) PROCEDURE FOR CATALOGED BURIAL SITES. (a) No person may intentionally cause or permit the disturbance of a cataloged burial site or the cataloged land contiguous to a cataloged burial site without a permit from the director issued under this subsection.

(b) Any person who intends to cause or permit any activity on a cataloged burial site or on cataloged land contiguous to a cataloged burial site which in any way might disturb the burial site or the land shall:

1. Apply to the director for a permit to disturb the burial site or the land. The application shall include the purpose of the disturbance and the names and addresses of any persons notified under subd. 2. The director shall send the applicant the names of any person in the registry with an interest in the burial site.

2. On a form provided by the director, notify any person whose name the director has sent under subd. 1. of the proposed disturbance. The notice to any person under this subdivision shall include information on the notified person's right to a hearing on whether the director should grant a permit to disturb the burial site or the land.

(c) 1. Upon request of the applicant or any person notified under par. (b), or if the director determines that a hearing is necessary, the director shall request the division of hearings and appeals in the department of administration to conduct a hearing on whether a permit should be issued to disturb the burial site or the land which is the subject of the request. If in any part of the hearing the location of a burial site is the subject of the testimony, such part of the hearing shall be conducted in a session closed to the public and the record of such part of the hearing shall be exempt from disclosure under s. 19.35 (1).

1m. If a hearing is not requested or determined to be necessary under subd. 1., the director shall determine whether a permit should be issued to disturb the burial site or the land which is the subject of the application under par. (b) 1. If the director determines that the benefits to the permit applicant in disturbing the burial site or the land outweigh the benefits to all other persons shown on the registry under sub. (2) (e) to have an interest in not disturbing the burial site or the land, the director shall grant a permit to disturb the burial site or the land. In making the determination, the director shall consider the interest of the public in addition to any other interests. If the director determines that any of the following classes of interest are represented, the director shall weight the interests in the following order of priority:

- a. Direct kinship.
- b. A cultural, tribal or religious affiliation.
- c. A scientific, environmental or educational purpose.
- cm. Historical and aesthetic significance of the burial site.
- d. Land use.

e. A commercial purpose not related to land use which is consistent with the purposes of this section.

f. Any other interest which the director deems to be in the public interest.

2. If a hearing is requested or determined to be necessary under subd. 1., the division of hearings and appeals in the department of administration shall conduct a hearing to determine whether the benefits to the permit applicant in disturbing the burial site or the land outweigh the benefits to all other persons shown on the registry under sub. (2) (e) to have an interest in not disturbing the burial site or the land. If the division finds in favor of the applicant, the division shall issue a determination in favor of granting a permit to disturb a burial site or the land which is the subject of the hearing under this paragraph. In making the determination, the division shall consider the interest of the public in addition to the interests of the parties. If any of the following classes of interest are represented in the hearing, the division shall weight the interests in the following order of priority:

- a. Direct kinship.
- b. A cultural, tribal or religious affiliation.
- c. A scientific, environmental or educational purpose.
- cm. Historical and aesthetic significance of the burial site.
- d. Land use.
- e. A commercial purpose not related to land use which is consistent with the purposes of this section.

f. Any other interest which the board deems to be in the public interest.

2m. If the division makes a determination for granting a permit to disturb a burial site which is the subject of the hearing under this paragraph, the division may determine the person to whom the human remains and objects related to the burial in the burial site should be transferred for analysis and reinterment or other appropriate disposition when the burial site is disturbed. In making such a determination, the division shall follow the order of priority prescribed in sub. (6) (a).

3. If the determination under subd. 1m. or 2. is for granting a permit to disturb a burial site which is the subject of the hearing under this paragraph, the director shall grant the permit if the owner authorizes the director or a qualified archaeologist approved by the director to excavate the burial site to remove, within a reasonable time, beginning within 30 days of when ground conditions permit, for disposition under sub. (6), any human remains and objects related to the burial in the burial site to be disturbed under the permit.

4. A permit issued under this subsection shall be subject to s. 157.111 and may be subject to any other condition or exemption deemed necessary to limit the disturbance of a burial site or the land or to minimize any other burden on any person affected by granting the permit.

5. Any party in a hearing under this paragraph may appeal the determination under subd. 1m. or 2. to the board.

(d) 1. The director may charge a fee to recover the cost of excavation of a cataloged burial site under par. (c) 3. on the basis of the historical society's assessment of the costs associated with excavation of the cataloged site.

2. The director may charge a fee to recover costs incurred by the historical society to analyze and reinter or otherwise dispose of human remains and other material under par. (c) 2m.

(6) DISPOSITION OF HUMAN REMAINS REMOVED FROM BURIAL SITES. (a) If human remains and objects related to the burial in the site are removed from a burial site under sub. (4) (c) 3. a. or (5) (c) 3. and the division has not determined under sub. (5) (c) 2m. the person to whom such remains and objects should be transferred for analysis and reinterment or other appropriate disposition, the director shall notify any person in the registry under sub. (2) (e) with an interest in the analysis and reinterment or appropriate disposition of such human remains and objects. The director shall transfer the remains and objects to such person for appropriate reinterment or other appropriate disposition upon receipt of a written application by any person with an interest in the analysis and

157.70 DISPOSITION OF HUMAN REMAINS

reinterment or other appropriate disposition based on the following, in the order of priority stated, when persons in prior classes are not available at the time of application and in the absence of actual notice of opposition by a member of the same or a prior class:

1. Direct kinship.
2. A cultural, tribal or religious affiliation.
3. A scientific, environmental or educational purpose.
4. Any other interest which the board deems to be in the public interest.

(b) If the director cannot identify any person with an interest in reintering the human remains and objects received under par. (a), the director shall provide for reinterment or other disposition of the human remains and objects in an appropriate manner.

(c) The director shall enter into the catalog prepared under sub. (2) (a) the site of any reinterment under par. (a) or (b).

(d) The director shall submit to the board a written report of any disposition action taken under this subsection.

(e) The board may review and modify any disposition action taken by the director under this subsection.

(6m) BURIAL SITES ON PUBLIC LANDS. (a) In this subsection, "municipality" has the meaning given under s. 66.0621 (1) (a) and includes the state.

(b) Notwithstanding any other provision of this section, a municipality:

2. May not transfer any burial site to any person who is not a municipality unless the transfer provides for preservation of the burial site from any disturbance by any person and unless the transfer is approved by the board.

3. Shall endeavor to take positive action to preserve any burial site on land it owns through appropriate land use management including but not limited to appropriate multiuse purposes such as nature preserves.

(7) ACTION BY ATTORNEY GENERAL. Upon request of the board, the attorney general or the district attorney of the proper county shall aid in any investigation, inspection, hearing or trial had under the provisions of this section and shall institute and prosecute all necessary actions or proceedings for the enforcement of such provisions and for the punishment of violations of the same. The attorney general or district attorney so requested shall report to or confer with the board regarding the request within 30 days after receipt of the request.

(8) REMEDIES. Any person who intentionally disturbs, without the authorization of the director under sub. (4) (c) 2. or (d), a burial site which is not cataloged or who intentionally disturbs, without a permit issued under sub. (5), a cataloged burial site or the cata-

loged land contiguous to a cataloged burial site is liable for attorney fees and damages or other appropriate relief to any person with an interest in preserving the burial site or in reintering the human remains and objects related to the burial in the burial site. Any person with an interest in preserving a burial site or in reintering the human remains in the burial site may bring an action for an injunction to prevent disturbance to the burial site or the cataloged land contiguous to a cataloged burial site or to obtain the human remains and objects related to the burial in the burial site for appropriate reinterment, in the order of priority specified in sub. (6) (a).

(9) PRESERVATION OF RIGHTS. The transfer of title to any property shall not change the rights and duties of any person under this section.

(10) PENALTIES. (a) Any person who fails to report the disturbance of a burial site or the cataloged land contiguous to a cataloged burial site as required under sub. (3) shall forfeit not less than \$100 nor more than \$1,000.

(b) Any person who intentionally disturbs a burial site which is not cataloged without the authorization of the director under sub. (4) (c) 2. or (d) shall forfeit not less than \$500 nor more than \$2,000 if the burial site is not dedicated or shall forfeit not less than \$1,000 nor more than \$10,000 if the burial site is dedicated.

(c) Any owner who intentionally causes or permits any activity which disturbs a burial site after receiving notice from the director under sub. (4) (a) without the authorization required under sub. (4) (c) 2. or (d) shall forfeit not less than \$1,000 nor more than \$10,000.

(d) Any person who intentionally causes or permits any activity which disturbs a cataloged burial site or the cataloged land contiguous to a cataloged burial site without a permit issued under sub. (5) shall forfeit not less than \$1,000 nor more than \$10,000.

(e) Any person who disturbs a burial site for commercial gain not related to use of the land where a burial site is located or who disturbs a cataloged burial site for commercial gain related to use of the land where a burial site is located in violation of this section may be fined not to exceed 2 times the gross value gained or 2 times the gross loss caused by the disturbance, whichever is the greater, plus court costs and the costs of investigation and prosecution, reasonably incurred, or imprisoned for not more than one year in the county jail or both. In calculating the amount of the fine based on personal injury, any measurement of pain and suffering shall be excluded.

History: 1985 a. 316; 1987 a. 27; 1989 a. 3, 31, 359; 1991 a. 39; 1993 a. 386; 1995 a. 357; 1999 a. 83; 1999 a. 150 s. 672; 2001 a. 16.

Cross Reference: See also ch. HS 1, Wis. adm. code.

Note: 1985 Wis. Act 316, which created this section, contains extensive notes. Also, Section 1 of the Act is entitled "Legislative findings and purpose".

Chapter 70: General Property Taxes
Wis. Stats. §. 70.11(13)

70.11 Property exempted from taxation. The property described in this section is exempted from general property taxes. ...Property exempted from general property taxes is:

- (13) CEMETERIES. Land owned by cemetery associations and used exclusively as public burial grounds and tombs and monuments therein, and privately owned burial lots; and adjoining such burial grounds, owned and occupied exclusively by the association for cemetery purposes; personal property owned by any cemetery association and necessary for the care and management of burial grounds; burial sites and contiguous lands which are cataloged under s. 157.70 (2) (a).
- (13m) ARCHEOLOGICAL SITES. Archeological sites and contiguous lands identified under s. 44.02 (23) if the property is subject to a permanent easement, covenant, or similar restriction running with the land and if that easement, covenant, or restriction is held by the state historical society or by an entity approved by the State Historical Society and protects the archeological features of the property.
History: 1991 a. 39, s. 1707 [added covenant requirement].
- (34) HISTORIC PROPERTIES
- (a) Real property all of which fulfills all of the following requirements:
1. Is listed on the national register of historic places in Wisconsin or the state register of historic places
 2. Is a public building, as defined in s. 101.01 (g).
 3. Is owned or leased by an organization that is exempt from taxation under section 501 of the internal revenue code as amended to December 31, 1986.
 4. Is used for civic, government, cultural, or educational purposes.
 5. Is subject to an easement, covenant, or similar restriction running with the land that is held by or approved by the state historical society, that protects the historic features of the property and that will remain effective for at least 20 years after January 1, 1989.
- (35) CULTURAL AND ARCHITECTURAL LANDMARKS. Property described in s. 234.935 (1).
History: 1991 a. 39, s. 1710m.

S 11514

SAVINGS CERTIFICATE
NOT SUBJECT TO CHECK

SOC. SEC. NO. 39-1541386

WALDO STATE BANK

6266

MATURITY DATE July 31, 2001

WALDO, WISCONSIN 53093

DATE July 31, 2000

Town of Lyndon c/o Julian Brachmann, W5477 CTH N, Waldo, WI. 53093

HAS DEPOSIT

9121 and 50 Cts

DOLLARS \$ 9,121.50

Payable to said depositor, or if more than one, to either or any of said depositors or the survivors or survivor, upon presentation and surrender of this certificate maturity date or within ten days thereafter.

This certificate will mature _____ days of 12 months or _____ years after date issued interest at the rate of 5.25 % per annum will be paid as indicated below. Notice: 12 month or _____ year certificate rate in effect at the time of renewal. At the initial or any extended maturity date, the bank has the right to change rate or redeem the certificate by mailing written notice of such change or redemption to depositor. When two or more depositors are named on the certificate, they will be considered joint depositors with rights of survivorship unless otherwise stated herein. Depositor(s) agree that this certificate shall be governed by the foregoing and by the Terms and Conditions for Depository Accounts. This certificate is NOT transferable except on the books of this bank, in which event a new certificate of like tenor and amount will be issued to the transferee.

Interest To Be Paid: By compounding such interest and paying same at the time of payment of face amount hereof, compounded _____
 By remitting by mail a check for the amount of accrued interest every _____ months.
 At maturity, interest calculated _____ day basis.
 By crediting the following acct. Sav. Check Acct. No. 100-204

Mary M. Hopeman
Authorized Sign

Lyndon Cemetery

09-2.1%

matures

*7/31/10 - closed -
in 111-493*



[Bank Home](#) | [Help](#) | [Sign Off](#)

Consumer Internet Banking

- Accounts
- Transfer Funds
- Make Payments
- Customer Service

[Accounts overview](#)

[Account activity](#)

[Download banking transactions](#)

[Manage banking categories](#)

[Create a banking report](#)

Account Information

PUBLIC FUNDS CD, *8622

Here are your account details. For transaction history, please go to the [Account Activity](#) page.

Current balance:	\$32,429.57
Original balance:	\$30,000.00
Issued on:	10/03/2008

Interest rate:	1.900000%
Interest YTD:	\$1,034.80
Interest last year:	\$1,198.92

Last statement date:	12/31/2009
Last statement balance:	\$31,394.77
Matures on:	10/03/2012

[How Do I...](#) [Terms](#) [FAQs](#)

2 signatures required

SOC. SEC. NO. 39-1541386

WALDO STATE BANK

09003

MATURITY DATE 9/11/2010

WALDO, WISCONSIN 53093

DATE 9/11/2009

Town of Lyndon W6081 County Road N Plymouth, WI 53073

HAS DEPOSITED

WALDO STATE BANK 19806 DOLS 08 CTS

DOLLARS \$ 19,806.08

Payable to said depositor, or if more than one, to either or any of said depositors or the survivors or survivor, upon presentation and surrender of this certificate on a maturity date or within ten days thereafter.

This certificate will mature 12 days of 12 months or years after date issued interest at the rate of 2.10% per annum will be paid as indicated below.

Notice: Until otherwise notified by the bank, this certificate will be renewed automatically will not be renewed automatically upon maturity at the bank's day or 12 month or year certificate rate in effect at the time of renewal. At the initial or any extended maturity date, the bank has the right to change the rate or redeem the certificate by mailing written notice of such change or redemption to depositor. When two or more depositors are named on the certificate, they will be considered joint depositors with rights of survivorship unless otherwise stated herein. Depositor(s) agree that this certificate shall be governed by the foregoing and by the Terms and Conditions for Depository Accounts. This certificate is NOT transferable except on the books of this bank, in which event a new certificate of like tenor and amount will be issued to the transferee. Interest To Be Paid:

By compounding such interest and paying same at the time of payment of face amount hereof, compounded monthly
 By remitting by mail a check for the amount of accrued interest every months
 At maturity, interest calculated day basis.
 By crediting the following acct. Sav. Check Acct. No.

Sarah Mank

MP
Authorized Signature

Int. 09-103.88

2.1 %

1 yr.

SAVINGS CERTIFICATE
NOT SUBJECT TO CHECK

COUNTY OF SHEBOYGAN
STATE OF WISCONSIN

No 769

SHEBOYGAN, WIS. Oct. 16

ORIGINAL-WHITE
DUPLICATE-PINK
CLERK'S COPY-BUFF

RECEIVED OF Town of Lyndon \$ /

Leaf and map
FOR Cr. Leaf bleed ed

6 Town of Lyndon parcels to the Town
per attached list Carl M



State of Wisconsin • DEPARTMENT OF REVENUE

DIVISION OF STATE AND LOCAL FINANCE • BUREAU OF PROPERTY TAX • EQUALIZATION SECTION • PROPERTY ASSESSMENT OFFICE

March 25, 2011

RECEIVED
3-28-11

SALLY MARVER
TOWN OF LYNDON
W6081 COUNTY RD N
PLYMOUTH WI 53073

Dear Clerk;

On October 29, 2010 you were notified that the assessments in your taxation district did not meet compliance under sec. 70.05, Wis. Stats. The compliance statute requires a municipality to assess property in a major class within ten percent of the full value of that class at least once every five years. A major class is defined as having more than five percent of the full value of the taxation district.

After review of new information, it was determined that the taxation district's major classes of property are now in compliance with sec. 70.05, Wis. Stats., for 2010. Please consider this formal notification that the taxation district has met the 2010 statutory requirements for compliance and the October 29 letter is rescinded.

If you have any questions, please contact me.

Sincerely

A handwritten signature in cursive script that reads "Allan G. Land".

Allan Land
Supervisor of Equalization
Milwaukee District
Bureau of Property Tax – Equalization Section

cc: UP NORTH ASSESSMENTS LLC
TOWN OF LYNDON ASSESSOR

Electronic Real Estate Transfer Return

Department of Revenue

Remaining time: 29:59

Previous	Summary	Next	Update	Add Entry	Quit	Delete Entry	Save
----------	---------	------	--------	-----------	------	--------------	------

eRETR - Summary

Parcel numbers:

59010128221,

Grantor: Name, SS # / FEIN, Address, Phone Number

Sunnyhill Acres, Incorporated, 999999999, W855 Sheehan View Ct., St. Cloud, Wisconsin 53079, 920-477-2381 |

Grantors' assertions

Total value of real estate transferred:	\$1
Value subject to fee:	\$0
Transfer fee due (based on value subject to fee):	\$0.00
Transfer Fee Exemption Number:	2r

Penalties for use of an improper Transfer Fee Exemption Number are imposed per s.77.26(8), Stats. Penalties for falsifying the Total Value of Real Estate Transferred are imposed per s.77.27, Stats.

Grantors' agent: Name, Address, Phone Number, Email

Keith King, W855 Sheehan View Ct., St. Cloud, Wisconsin 53079, 920-477-2381,

Grantee: Name, SS # / FEIN, Address, Phone Number

Town of Lyndon, 999999999, W6081 County Road N, Plymouth, Wisconsin 53073, 920-528-7255, (Tax Bill Address) |

Grantees' assertions

Will parcel be the primary residence of grantee for the purpose of claiming the Lottery & Gaming Credit:	No
Is the property subject to Residential Rental Weatherization Standards:	No
Weatherization Exclusion Code:	W-7

Penalties for improperly claiming the Lottery & Gaming Credit as Primary Residence are imposed per Chapter tax 20.19. Penalties relating to Weatherization claims are imposed per s. 101.122 Stats. For more information on weatherization see Chapter

COMM, s. 67.03 and 67.04.

Grantees' Name, Address, Phone Number, Email
agent:

Kris Hughes, W6081 County Road N, Plymouth, Wisconsin 53073, 920-528-7255,

Transfer: Conveyance date:
12/15/2009

Previous	Summary	Next	Update	Add Form	Out	Print	Save
----------	---------	------	--------	----------	-----	-------	------

Instructions

Wisconsin



In the Matter of the Change of
Ownership of Lyndon Cemetary Association

TO THE JUDGE OF THE ABOVE NAMED COURT:

The petition of the undersigned respectfully
represents:

1. That they are persons interested in the up-keep
of the Lyndon Cemetary Association;

2. That said Lyndon Cemetary Association is
located in the Town of Lyndon, Sheboygan County, Wisconsin
and is falling into disuse, or is being neglected by reason
of the death of the persons interested in its up-keep, and
that there is no existing association with authority to
transfer said cemetary to the Township;

3. That the Town of Lyndon has been given notice
to take charge of the cemetary and manage and care for it,
but has failed to do so;

4. That this petition is made pursuant to Section
157.04 (4) of the Wisconsin Statutes requesting the Court for
an order transferring said cemetary and its assets to the
Town of Lyndon.

Dated, this ____ day of April, 1967.

Charles W. Klein
Ben Hester
Irma B. Butters
Burton DeGross
Laverne Stokely
Edward Wells

Jerry Donohue Engineering Co.
Sheboygan, Wisconsin

December 31, 1952

Description of Town of
Lyndon Cemetery.

Commencing at the intersection of the centerline of County Trunk Highway "F" and State Trunk Highway 57 in Section twenty-five (25) Town fourteen (14) North Range twenty-one (21) East running thence East four hundred twenty-seven and eight-tenths (427.8) feet along the centerline of County Trunk Highway "F", thence North two hundred fifty-five (255) feet, thence West four hundred twenty-six and sixty-four one-hundredths (426.64) feet to the centerline of State Trunk Highway 57, thence South two hundred fifty-five (255) feet along the centerline of State Trunk Highway 57 to the point of beginning, said tract containing two and five-tenths (2.5) acres of land being a part of the Southwest quarter (1/4) of the Southwest quarter (1/4) of Section twenty-five (25) Town fourteen (14) North Range twenty-one (21) East.

ER:DH
Notebook 369
Page 67

Jerry Donohue Engineering Co.
Sheboygan, Wisconsin

December 31, 1952

Description of Town of
Lyndon Cemetery.

Commencing at the intersection of the centerline of County Trunk Highway "F" and State Trunk Highway 57 in Section twenty-five (25) Town fourteen (14) North Range twenty-one (21) East running thence East four hundred twenty-seven and eight-tenths (427.8) feet along the centerline of County Trunk Highway "F", thence North two hundred fifty-five (255) feet, thence West four hundred twenty-six and sixty-four one-hundredths (426.64) feet to the centerline of State Trunk Highway 57, thence South two hundred fifty-five (255) feet along the centerline of State Trunk Highway 57 to the point of beginning, said tract containing two and five-tenths (2.5) acres of land being a part of the Southwest quarter (1/4) of the Southwest quarter (1/4) of Section twenty-five (25) Town fourteen (14) North Range twenty-one (21) East.

ER:DH
Notebook 369
Page 67

The
JERRY DONOHUE ENGINEERING CO.
CONSULTING & SUPERVISING
ENGINEERS

608-608-610
N. EIGHTH ST.

SHEBOYGAN
WISCONSIN

SEWERS
WATER SUPPLY
PAVING
SEWAGE
DISPOSAL

DRAINAGE
SURVEYS
MAPS
REPORTS
BLUE PRINTING

December 30, 1952

Mr. Charles Klein, Sec. & Treas.
Lyndon Cemetery Assn.
Route 1
Waldo, Wisconsin

Dear Mr. Klein:

We are enclosing herewith one copy of our drawing, K-6788A, along with two copies of the description of the Town of Lyndon Cemetery property.

You will note on the enclosed drawing that we have outlined in red pencil the existing and proposed property, as defined by our recent survey. As we have indicated, the existing property lines do considerably overlap the property lines as defined by deeds. It is our suggestion that in order to rectify this condition and to have the cemetery boundaries conform to the proper lines, the following procedure be adopted.

The Cemetery Assn. should by Quit Claim Deed convey to Mary E. Klein all their interests as defined by their deeds now on record. Mary E. Klein should then by Warranty Deed convey to the Cemetery Assn. the property as we have it described in the enclosed description. This would automatically give title to Tract A to Mary E. Klein and title to Tract B to the Cemetery Assn. The East property line of the cemetery will then be established as being the existing fence line as shown, and the North line of the Cemetery will be defined as it was surveyed by us and as indicated on the enclosed drawing.

We trust this information will permit you to successfully bring this matter to completion.

Yours very truly,

JERRY DONOHUE ENGINEERING CO.

By: *Edward Rothe*
Edward Rothe

ER:DH
Enc. 2 Descriptions
2 - K-6788A

The Town Board of the Town Lyndon at its
February 9, 2000 meeting, granted permission to the
Wis. DOT to do any work necessary to the Lyndon Cemetery
during the reconstruction of ITH 57.

We are asking that any work being done at that corner
will improve the top of the bank thereby making the
maintenance of the cemetery easier, that is mowing
and etc.

Sincerely,

Julian F. Brackmann

Dech./Treasurer



Wisconsin Department of Transportation

TRANSPORTATION DISTRICT 3
944 Vanderperren Way
P.O. Box 28080
Green Bay, WI 54324-0080
Telephone (920) 492-5643
FAX (920) 492-5640
E-mail greenbay.dtd@dot.state.wi.us

January 26, 2000

LYNDON TOWN CLERK
ATTN JULIAN BROCKMAN
W5477 COUNTY ROAD N
WALDO WI 53093

Subject: Town of Lyndon Cemetary

Project ID: 4015-08-00
South County Line - Waldo
North Bound Roadway
STH 57
Sheboygan County

As per our recent phone conversation, the Department needs a written response from the Lyndon Cemetary concerning the proposed highway project confirming that the proposed plans will not impact the Cemetary.

A Temporary Limited Easement (TLE) is required at the Lyndon Cemetary. The TLE is required to allow for a very small amount of fill for blending in to existing land at the Cemetary. No cutting into the land will take place at the Cemetary. The Department needs a letter from you confirming that this TLE and minor blending work will not impact the Cemetary or burials.

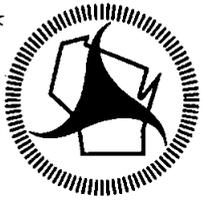
I have attached a copy of the plans and cross-sections for the area adjacent to the Cemetary. Please contact the project manager, Pat DuChateau (920) 492-5991 or me at (920) 492- 5740 if you have any questions or concerns regarding this matter.

A handwritten signature in black ink, appearing to read "Rebecca S. Burkel".

Rebecca S. Burkel
WisDOT D3 Environmental Coordinator

RSB:rsb

w:\rebecca\lyndon.dot



Wisconsin Department of Transportation

TRANSPORTATION DISTRICT 3
RANDI LUCAS, Real Estate Specialist
944 Vanderperren Way
P.O. Box 28080
Green Bay, WI 54324-0080
Telephone (920) 492-7715
FAX (920) 492-5640
E-mail randi.lucas@dot.state.wi.us

March 20, 2000

Julian Brachmann
Lyndon Town Clerk
5477 W CTH N
Waldo WI 53093

Dear Mr Brachmann:

Enclosed is the forms needing signatures for the STH 57 project, as well as, a copy for your files. As you stated on the telephone, the association didn't have any concerns or questions regarding the project so there was no need to come to the public informational meeting.

If you can take care of this and mail them back to us in the enclosed postage-paid envelope, it will be greatly appreciated. When we receive the forms back in the mail, the check will be disbursed within the next 4-6 weeks.

If a question or concern may arise, please feel free to call me at the above telephone number.

Thank you,

A handwritten signature in cursive script that reads "Randi".

Randi Lucas
Real Estate Specialist

enclosures

Document Number

TEMPORARY LIMITED EASEMENT

Exempt from fee: s.77.25(2r) Wis. Stats.
DT1577 98 (Replaces RE3042) Ch. 84 Wis. Stats.

THIS EASEMENT, made by LYNDON CEMETERY ASSOCIATION

GRANTOR, conveys a temporary limited easement as described below to the
Wisconsin Department of Transportation, GRANTEE, for the sum of One
Hundred Fifty and 00/100 Dollars

(\$ 150.00)

for the purpose of **Slope Construction Purposes**

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

This space is reserved for recording data

Return to

**TRANSPORTATION DISTRICT 3
944 Vanderperren Way
Green Bay, WI 54324-0080**

Parcel Identification Number / Tax Key Number

126550

GRANTOR, having been fully informed of GRANTOR'S right to have the above-described temporary easement appraised, and to receive just compensation for the easement based on an appraisal, waives the right to an appraisal and agrees to accept settlement in the above-stated amount as full payment for the easement, subject to approval by the Wisconsin Department of Transportation, as further consideration for this agreement.

This easement shall terminate upon completion of the construction project for which this instrument is given.

Julien F Bachmann
(Signature)

3/24/00
(Date)

State of Wisconsin)
) ss.
Sheboygan County)

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

Thomas A. Rev
(Signature, Notary Public, State of Wisconsin)

THOMAS A. REV

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

1-21-2001
(Date Commission Expires)

(SEAL)

LEGAL DESCRIPTION

Two Temporary Limited Easements, (1) for slope construction purposes, approximately 10 feet by 120 feet lying northerly of and adjacent to the existing north right-of-way line of CTH F, lying in the southwest corner of the SW $\frac{1}{4}$ - SW $\frac{1}{4}$ of Section 25, T14N, R21E in the Town of Lyndon, Sheboygan County, State of Wisconsin, (1) for driveway construction purposes, approximately 20 feet by 55 feet lying southerly of and adjacent to the north line of said owners and easterly of and adjacent to the existing east right-of-way line of STH 57, in the SW $\frac{1}{4}$ - SW $\frac{1}{4}$ of Section 25, T14N, R21E in the Town of Lyndon, Sheboygan County, State of Wisconsin, including for such purposes the right to operate necessary equipment thereon, the right of ingress and egress, as long as required for such purpose, including the right to preserve, protect, remove or plant thereon any vegetation that the highway authorities may deem desirable to prevent erosion of the soil:

Said Temporary Limited Easements contain 0.05 acre, more or less.

Tax Key No. 126550

NOMINAL PAYMENT PARCEL-WAIVER OF APPRAISAL RECOMMENDATION AND APPROVAL

<small>Owner</small> LYNDON CEMETARY ASSOCIATION	<small>Area and Interest Required</small> 0.05 Acres of TLE
--	---

Allocation

TLE (10% x 25,000 x .05)	= \$125.00
	=
	=
Total Damages	= \$125.00
Rounded To	= \$150.00

The undersigned owner(s), having been fully informed of the right to have the property appraised, and to receive just compensation based upon an appraisal, have decided to waive the right to an appraisal and agree to accept settlement in the above-stated amount as full payment for the parcel stated, subject to approval by the Wisconsin Department of Transportation.

The undersigned owner(s) further state that the decision to waive the right of an appraisal was made without undue influences or coercive action of any nature.

It is intended that the instrument of conveyance will be executed upon presentation by Department of Transportation agents or representatives.

(Signature) Julian F Brachman (Date) 3/24/00

For Office Use Only

APPROVED For Wisconsin Department of Transportation X _____ (Date)

<small>Project</small> 4015-08-21	<small>Order Number</small> 3280747	<small>County</small> Sheboygan	<small>Parcel</small> 28
---	---	---	------------------------------------



Count On Us.

Knight-Barry Title, Inc.
400 Wisconsin Avenue
Racine, WI 53403
Tel: (262) 633-2479
Title Fax: (262) 633-44928
Closing/Escrow Fax: (262) 635-2420
www.knightbarry.com

Office Locations:
Kenosha, Lake Geneva, Madison,
Milwaukee, Pewaukee, Port
Washington, Racine, Sheboygan,
Wauwatosa, West Bend

Enclosed with this letter is your Title Insurance Policy. We have gone through old files and found your final policy was not typed and mailed to you. You should keep your policy in a safe place with the deed and other important papers you received at your closing. When you sell or refinance your property, you'll receive a competitive discount by having this policy reissued at **Knight-Barry Title Group**.

Knight-Barry Title Group would like to thank you for including us in the purchase of this property. We look forward to serving your title needs in the future. If you have any questions regarding this policy or other title matters, please call **Knight-Barry Title Group** Corporate Office for the location nearest you.

Sincerely,

Knight-Barry Title Group



Policy No. OP 4154322

OWNER'S POLICY OF TITLE INSURANCE

ISSUED BY

First American Title Insurance Company

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) 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. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protection
 if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police

power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.

7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this policy, but only to the extent provided in the Conditions.

First American Title Insurance Company

BY *Curt B. Johnson* PRESIDENT

ATTEST *Mindy G. Kelly* SECRETARY

Kathleen M. Korte
COUNTERSIGNED BY



EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A

for estate planning purposes.

- (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in

**PORT ABSTRACT & TITLE LLC
OWNER'S POLICY
SCHEDULE A**

<u>Office File #</u>	<u>Policy #</u>	<u>Date of Policy</u>	<u>Amount of Insurance</u>
S342284	OP 4154322	August 8, 2007 at 07:00 AM	\$ 15,500.00

1. Name of Insured:
Town of Lyndon, a Wisconsin body politic
2. The estate or interest in the Land that is insured by this policy is: Fee Simple
3. Title is vested in:
Town of Lyndon, a Wisconsin body politic
4. The Land referred to in this policy is described as follows:

The Westerly 300.01 feet of the Northerly 300.01 feet of the Northwest 1/4 of the Northwest 1/4 of Section 16, Township 14 North, Range 21 East, in the Town of Lyndon, Sheboygan County, Wisconsin.

Address: County Road N
Tax Key Number: 59010123991

ALTA Owners Policy (6/17/2006)

First American Title Insurance Company, 1650 Big Beaver Road, Troy, MI 48099



Serving the entire State of Wisconsin with offices in Brookfield, Downtown Milwaukee, Madison, Racine, Kenosha, Port Washington, West Bend, Sheboygan and Lake Geneva.

**PORT ABSTRACT & TITLE LLC
OWNER'S POLICY
SCHEDULE B**

Office File Number: S342284

Policy Number: OP 4154322

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Special assessments, special taxes or special charges, if any, payable with the taxes levied or to be levied for the current and subsequent years.
2. Liens, hook-up charges or fees, deferred charges, reserve capacity assessments, impact fees, or other charges or fees due payable on the development or improvement of the Land, whether assessed or charged before or after the date of the policy.
3. 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.
4. Any encroachments, encumbrance, violation, variation, or adverse circumstance affecting Title that would be disclosed by an accurate and complete land survey of the Land.
5. Easements or claims of easements not shown by the public records.
6. Any claim of adverse possession or prescriptive easement.
7. General Taxes for the year 2007, not yet due and payable.
8. Public or private rights, if any, in such portion of the subject premises as may be presently used, laid out, or dedicated in any manner whatsoever, for street, highway and/or alley purposes.
9. Right-of-Way Authorization recorded January 20, 1969, in Volume 563, at Pages 211/2, as Document No. 910090.
10. Highway Easement over the Northerly 33 feet of subject premises as shown on proposed CSM.
11. Grantor's Reversionary Interest as set out in Warranty Deed dated July 25, 2007 and recorded on August 7, 2007, as Document No. 1833012.

FIRST AMERICAN TITLE INSURANCE COMPANY
By: Port Abstract & Title LLC

Kathleen M. Kasperman

Authorized Signatory

Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained; including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and

expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these

rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy, together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

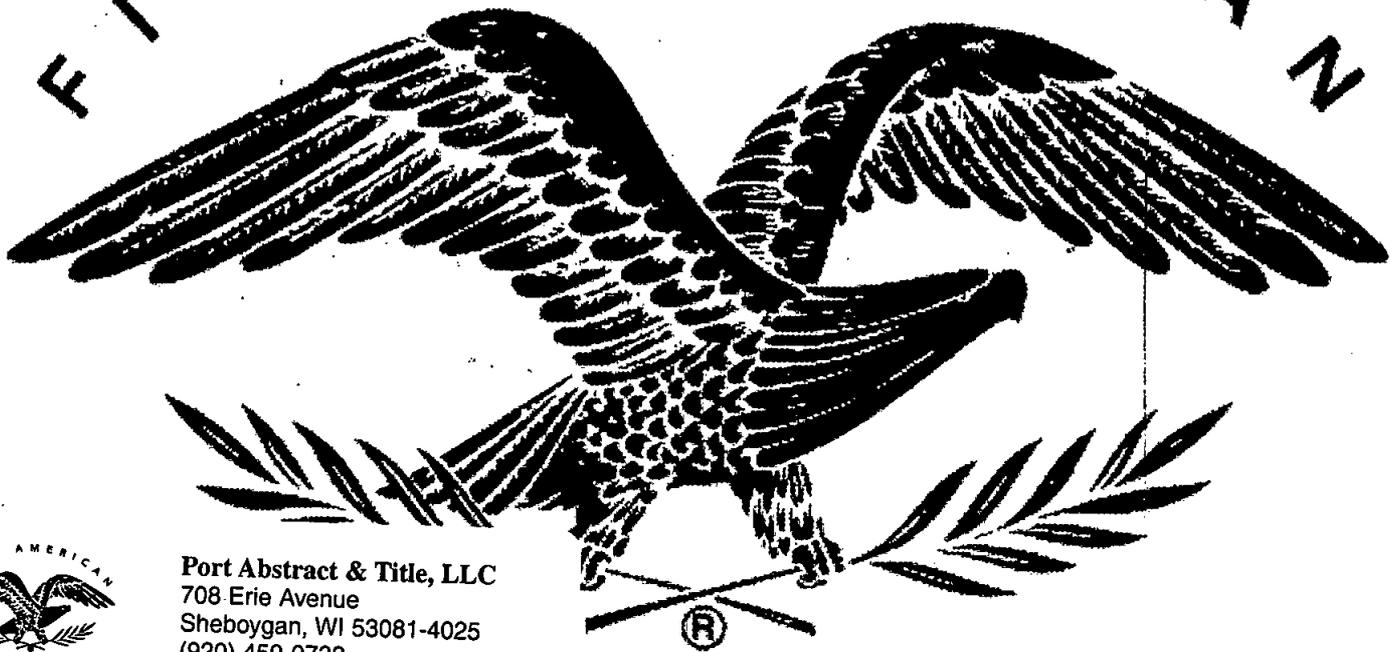
(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at 1650 W. Big Beaver, Road, P.O. Box 1289, Troy, MI 48099.

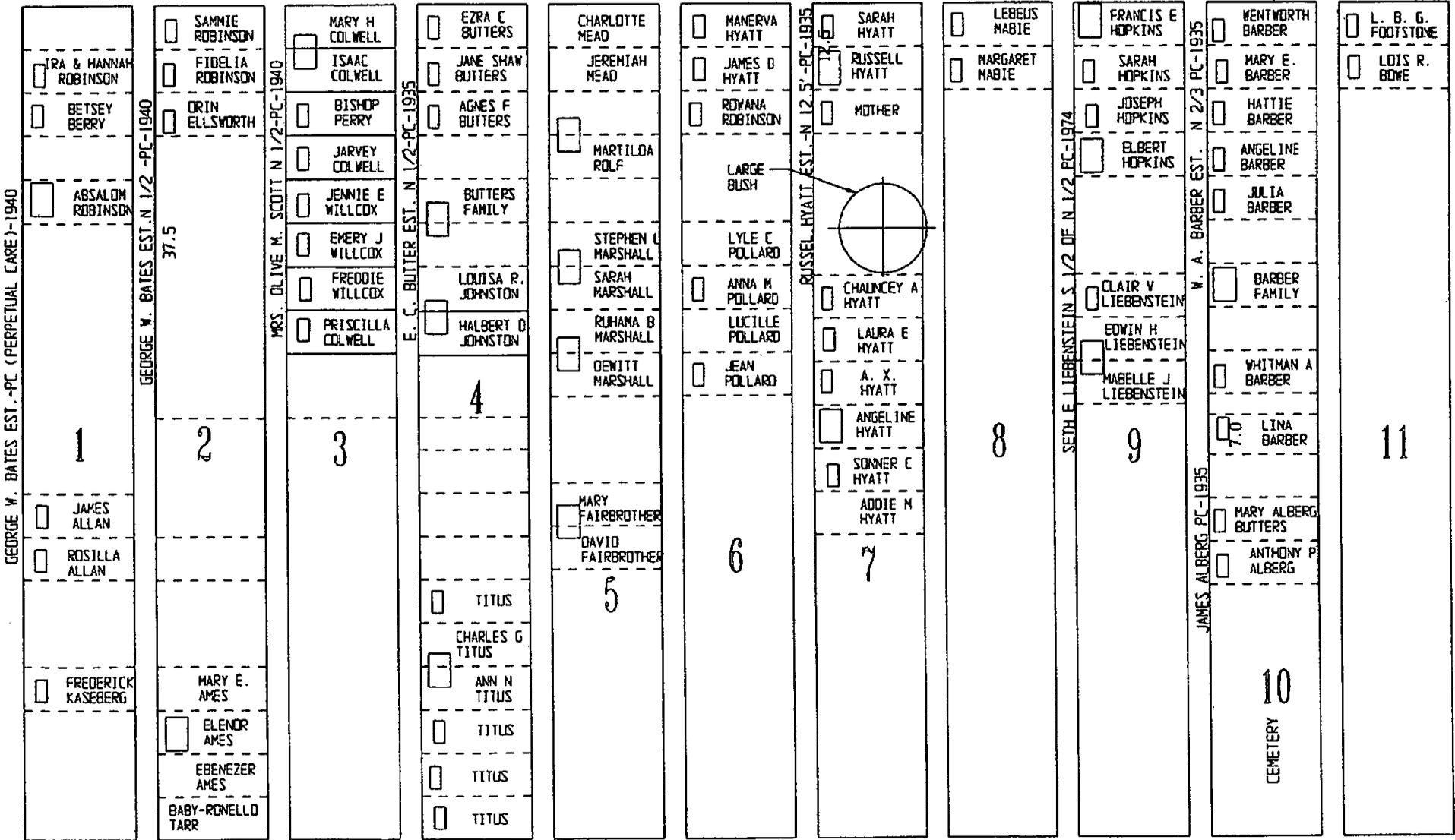
POLICY OF TITLE INSURANCE

F I R S T A M E R I C A N



Port Abstract & Title, LLC
708 Erie Avenue
Sheboygan, WI 53081-4025
(920) 459-0733
Fax: (920) 459-0734

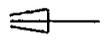
MELTZ ABEL SHAW MAJOR MEAD IRA HEAD NOAH ROBINSON G. W. ELISHA J. ROBINSON



31 30 29 28 27 26 25 24 23 22 21

Original Plat Of

2 SOUTH



EAST

									2 feet
									10 feet
Ruffenthal	30	R. B. Boyd	29						2 "
Crallen	31	R. B. Boyd	28						10 "
	32	Wm A. Gaddinell	27						2 "
Long	33	Mrs. Pollard	26						10 "
	34	Lester Johnson	25						2 "
	35	Levi Sharp	24						10 "
Stadley	36	J. Haines Brooks	23						2 "
Thleox	37	Tom Brooke	22						10 "
	38	Bradley	21						2 "
									10 "
									2 feet

WEST

8 feet Alley

8 feet Alley

30-38

10

11

2 feet

10 feet

2 "

10 "

2 "

10 "

2 "

10 "

2 "

10 "

2 "

10 "

2 "

10 "

2 "

10 "

2 "

10 "

2 "

10 "

2 feet