

Date: 5/25/2020

**CONDITIONAL USE PERMIT PETITION  
VILLAGE OF LANNON**

ADDRESS OF PROPERTY INVOLVED: 19567 W Good Hope Rd.

TAX KEY NUMBER(S): LANV0077993002, LANV077993003

<u>Dawson Trust</u>	<u>N52 W23096 Lisbon Rd. Sussex, WI, 53089</u>
NAME(S) OF PETITIONER(S)	MAILING ADDRESS

<u>Dawson Trust</u>	<u>N52 W23096 Lisbon Rd. Sussex, WI, 53089</u>
OWNER'S NAME (All owners must be listed)	MAILING ADDRESS

DAYTIME TELEPHONE NUMBERS: <u>(262) 251-1520</u>	<u>(262) 251-1520</u>
Petitioner	Owner

APPLICATION IS BEING MADE PURSUANT TO THE PROVISIONS OF SECTION 78. -57 OF THE VILLAGE OF LANNON MUNICIPAL CODE.

PROPERTY IS PRESENTLY ZONED: Quarry

PROPERTY IS PRESENTLY USED AS: Quarry

DETAILED DESCRIPTION OF THE PROPOSED USE OF THE PROPERTY AND/OR BUILDINGS (attach additional pages, if necessary):

See attached "CUP" dated December 19, 2011 & FIRST AMENDMENT TO

CONDITIONAL USE GRANT FOR DAWSON FAMILY TRUST


HOW WOULD THIS CONDITIONAL USE BENEFIT THE VILLAGE?: \_\_\_\_\_

Acces to additonal mineable material enables participating quarry operator and another quarry operator to, by grant, offset residents' and other property owners' project and hook-up costs incurred as a result of installing a municipal water system that is essential to the health of all living and working in the Village.

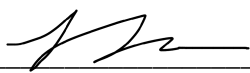
THE FOLLOWING MUST BE SUBMITTED WITH THE CONDITIONAL USE APPLICATION:

1. Copy of the property deed which adequately describes the subject site by lot, block and recorded subdivision or by metes and bounds.
2. Names and addresses of the applicant, owner of the site, architect, professional engineer and/or contractor, and owners of all properties within 300 feet of any part of the land included in the proposed permit.

3. A plan of operation detailing the proposed operation or use of the structure or site; number of employees; and the zoning district within which the subject site is located.
4. Survey prepared by a registered land surveyor showing the location, property boundaries, dimensions, uses and size if the following, as may be required by the Plan Commission: subject site; existing and proposed structures; existing and proposed easements, streets and other public ways; off-street parking, loading areas and driveways; existing highway access restrictions; existing and proposed street, side and rear yards; and areas subject to inundation by floodwaters. The survey shall also show the location, elevation and uses of any abutting lands and their structures that are located within 300 feet of the subject site; soil mapping unit lines, types and slopes; ground surface elevations; mean and historic high-water lines on or within 50 feet of the subject premises; and existing and proposed landscaping.
5. In areas subject to inundation by floodwaters, the survey provided by the applicant shall also include first floor elevations, utility elevations, historic and probable future floodwater elevations, depth of inundation, floodproofing measures and plans for proposed structures with dimensions and elevations pertinent to the determination of the hydraulic capacity of the structures or their effect on flood flows. Where floodproofing is required, the applicant shall submit a plan or document certified by a licensed professional engineer or architect attesting to the adequacy of the floodproofing measures to withstand flood forces and velocities associated with a one-hundred-year recurrence interval flood. Prior to the issuance of a certificate of compliance, the applicant shall also submit a certification by the licensed professional engineer that the finished floodproofing measures were accomplished in compliance with the provisions of this chapter.
6. Fees for Services Agreement.
7. Additional information as may be required by the Village Board, Village Plan Commission, Village Engineer or the Zoning Administrator.

  
\_\_\_\_\_  
Signature of Owner

5/25/2020  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature of Petitioner

5/25/2020  
\_\_\_\_\_  
Date

## FIRST AMENDMENT TO CONDITIONAL USE GRANT

THIS FIRST AMENDMENT CONDITIONAL USE GRANT (the “**Amendment**”) is entered into by and between the DAWNSON FAMILY TRUST (the “**Grantee**”) and the VILLAGE OF LANNON (the “**Village**”) as of May \_\_, 2020.

### RECITALS

A. On August 20, 2012, the Village issued a conditional use grant to Grantee for certain quarrying operations (the “**Conditional Use Grant**”) to be conducted by Lannon Stone Products, Inc (the “**Operator**”) on the real property owned by Grantee and located in the Village of Lannon, County of Waukesha, State of Wisconsin, as further described in that certain Planned Unit Development Agreement for Dawson Family Trust Lands dated August 20, 2012, as amended (the “**Property**”).

B. Paragraph 2(e) of the Conditional Use Grant requires Grantees to provide certain well guarantees.

C. The Village has determined that the property owners in the Village of Lannon will be better served and protected by the installation of a municipal water supply (the “**Municipal Water Project**”) in lieu of the well guarantees provided for in the Conditional Use Grant.

D. Grantee has agreed to contribute toward the cost of the Municipal Water Project in accordance with the terms of that certain First Amendment to PUD Agreement (as defined herein).

E. The Village and Grantee desire to amend and modify the Conditional Use Grant upon the terms and subject to the conditions set forth herein. Capitalized terms not defined herein shall have the meaning ascribed to them in the Conditional Use Grant.

### AGREEMENTS

In consideration of the Recitals, the mutual advantages arising hereunder, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Village and Operator agree as follows:

1. Contribution to Municipal Water Project. This Amendment shall take effect (the “**Effective Date**”) immediately upon satisfaction of all conditions listed in Paragraph 4 of that certain First Amendment to Planned Unit Development Agreement for Dawson Family Trust Lands (the “**First Amendment to PUD Agreement**”) entered into by and between the Village and Grantee and dated May \_\_, 2020, which conditions include, without limitation, the Grantee’s contribution of \$3,000,000.00 to a fund established by the Waukesha County Community Foundation to be used toward the cost of the Municipal Water Project, as further described in the First Amendment to PUD Agreement.

2. Exhibits. Exhibits A through and including E of the Conditional Use Grant are hereby deleted in their entirety. Exhibit A, and Exhibit B attached to this Amendment are hereby incorporated and made part of the Conditional Use Grant and identified as Exhibit A and Exhibit B. All references to Exhibit F in the Conditional Use Grant are hereby revised to Exhibit C.

3. Description of Property to which this Conditional Use Grant Applies. Paragraph 1 of the Conditional Use Grant is hereby deleted in its entirety and replaced with the following:

“This Conditional Use Grant applies to the Property, which represents all land owned by the Dawson Family Trust in the Village of Lannon, Wisconsin, consisting of approximately 200 acres. The parties hereby agree the Property is zoned for quarrying and subject to the terms and conditions in this Conditional Use Grant.”

4. Conditions

4.1 Paragraph 2(a) of the Conditional Use Grant is hereby deleted in its entirety.

4.2 Paragraph 2(b) of the Conditional Use Grant is hereby deleted in its entirety and replaced with the following:

“Crushing and blasting at the Property shall be allowed within the area outlined in blue and identified as “Setback for Blasting and Crushing” on the attached Exhibit A and legally described on the attached Exhibit B, provided that Grantee or Operator obtain all necessary permits and/or licenses as required by this Conditional Use Grant. Notwithstanding the foregoing, crushing and blasting shall not occur within the cross-hatched area immediately west of North Willow Lane as depicted on Exhibit A (the “**Willow Lane Area**”) unless and until Grantee has acquired title to the parcels immediately east of North Willow Lane known as Tax Keys LANV0077998, LANV0077997, LANV0077996, LANV0077995, LANV0077998001 (collectively, the “**Willow Lane Properties**”). Grantee hereby agrees that upon acquiring the Willow Lane Properties it shall maintain a 250 foot setback in the Willow Lane Area from any non-Grantee owned property and shall maintain all required setbacks from environmental features. Upon Grantee acquiring title to the Willow Lane Properties, the Village agrees to cooperate with Grantee in its application to vacate that portion of North Willow Lane between Grantee’s parcel known as Tax Key 0077993003 and the Willow Lane Properties.”

4.3 Paragraph 2(e), entitled Well Guarantees, is hereby amended in part as follows:

4.3.1 The well guarantee area as shown on Exhibit C (formerly known as Exhibit F) shall remain unchanged.

4.3.2 The Village shall require all private properties in the Village of Lannon to promptly hook up to the municipal water system as soon as it is available.

4.3.3 Immediately upon municipal water service being available to any private property located within the well guarantee area, the well guarantee shall terminate as to the applicable private property and Operator and Grantee shall be fully released and forever discharged from any and all obligations or liabilities related to the well guarantee for such property in this Conditional Use Grant.

4.3.4 The well guarantee shall continue to apply to all private properties located within the well guarantee area for which municipal water service is not available.

4.3.5 If for any reason the Village is unable to complete the Municipal Water Project on or before the date that is five (5) years after the Effective Date, then (a) all well guarantees pursuant to this Conditional Use Grant shall immediately terminate and Operator and Grantee shall be fully released and forever discharged from any and all obligations or liabilities related to any well guarantee, and (b) the Village shall be responsible to repair and/or reconstruct any well as needed within the well guarantee area and shall indemnify and hold harmless the Operator and Grantee from and against any and all claims, expenses and/or liabilities arising out of

obligations under the well guarantees occurring on or after the date that is five (5) years after the Effective Date.

5. Full Force and Effect. Except as specifically set forth in this Amendment, all other terms and conditions of the Conditional Use Grant are unmodified and remain in full force and effect, and the parties hereby ratify and confirm each and every provision thereof. In the event of any conflict between the terms and conditions of this Amendment and the terms and conditions of the remaining portions of the Conditional Use Grant, the terms and conditions of this Amendment shall control.

**GRANTEE:**

DAWNSON FAMILY TRUST

By: \_\_\_\_\_  
Hans Dawson, its Authorized Trustee

Date: \_\_\_\_\_

**VILLAGE:**

VILLAGE OF LANNON

By: \_\_\_\_\_  
Tom Gudex, Village President

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Brenda Klemmer, Village Clerk

EXHIBIT A - FIRST AMENDMENT TO CONDITIONAL USE GRANT

Depiction of Crushing and Blasting Area on Property



EXHIBIT B - FIRST AMENDMENT TO CONDITIONAL USE GRANT

Legal Description for Crushing and Blasting Area on Property

Being a part of the Northeast ¼ and Southeast ¼ of the Northwest ¼ and Northwest ¼, Northeast ¼, Southeast ¼ and Southwest ¼ of the Northeast ¼ all in Section 20, Township 8 North, Range 19 East, Village of Lannon, Waukesha County, Wisconsin bounded and described as follows:

Commencing at the Northwest Corner of said Northwest ¼, thence North 89°02'35" East, along the North line of said Northwest ¼, 1545.08 feet to a point; thence South 150.03 feet to the point of beginning of the lands to be described; thence North 89°02'35" East parallel to and 150 feet South of the North line of the Northwest 1/4 of said Section 1060.48 feet to a point on the East line of said 1/4 Section; thence North 88°55'43" East parallel to and 150 feet South of the North line of the Northeast 1/4 of said Section 1752.97 feet to a point; thence South 01°28'21" East 743.75 feet to a point; thence South 36°18'44" West 40.61 feet to a point; thence South 01°24'10" West 393.41 feet to a point; thence North 88°54'03" East 52.00 feet to a point; thence South 00°15'09" East 472.27 feet to a point; thence West a distance of 361.60 feet to a point; thence South a distance of 36.86 feet to a point; thence South 05°45'39" East 235.03 feet to a point; thence South 15°23'07" East 246.33 feet to a point; thence South 43°10'54" East 142.09 feet to a point; thence South 21°59'45" West 270.12 feet to a point on the South line of said Northeast 1/4 of said Section; thence South 88°52'12" West along said South line 1271.90 feet to a point; thence Northwesterly 387.25 feet along the arc of a non-tangent curve whose center lies to the Southwest, whose radius is 250.00 feet, and whose chord bears North 45°29'20" West 349.68 feet to a point on the West line of said 1/4 Section; thence North 00°08'18" East along said West line 366.99 feet to a point; thence West a distance of 30.87 feet to a point; thence South 72°18'19" West 90.09 feet to a point; thence South 32°42'08" West 68.62 feet to a point; thence South 57°11'29" West 76.90 feet to a point; thence South 73°04'21" West 63.10 feet to a point; thence South 84°49'40" West 76.43 feet to a point; thence West a distance of 152.89 feet to a point; thence North 87°40'34" West 113.28 feet to a point; thence North 49°22'01" West 63.98 feet to a point; thence North 32°48'31" West 76.90 feet to a point; thence North 31°39'39" West 92.51 feet to a point; thence North 25°21'19" West 97.30 feet to a point; thence North 10°14'23" West 51.68 feet to a point; thence North 01°14'16" West 106.32 feet to a point; thence North 27°56'14" East 73.53 feet to a point; thence North 01°09'45" West 113.21 feet to a point; thence North 03°54'25" West 67.41 feet to a point; thence North 57°15'53" West 38.22 feet to a point; thence North 73°04'21" West 31.55 feet to a point; thence North 85°33'16" West 48.28 feet to a point; thence West a distance of 159.98 feet to a point; thence North a distance of 1303.88 feet to the point of beginning.

Said Lands containing 139.1696 acres of land more or less.

## **ADDITIONAL ATTACHMENTS:**

1. August 20, 2012 Conditional Use Permit (“CUP”) to Dawson Family Trust
2. Property Deeds
3. Names and addresses of property owners within 300’
4. December 9, 2011 Plan of Operation (“PofO”)
5. Map with topography



**1. August 20, 2012 Conditional Use Permit (“CUP”) to Dawson Family Trust**

## Conditional Use Grant

CONDITIONAL USE GRANT for conducting quarrying operations conveyed this 29<sup>th</sup> day of December, 2011, from the Grantor, Village of Lannon, Waukesha County, State of Wisconsin, ("Village"), to Dawson Family Trust, ("Grantees").

1. Description of Property to Which this Conditional Use Permit Applies  
See Attached Exhibit A for a map and legal description.
  
2. Conditions
  - a) Prohibited Areas of Operation At no time will quarry operations be conducted outside of those areas delineated and legally described on Exhibit B attached hereto.
  
  - b) Blasting operations shall be allowed within those areas delineated and legally described on Exhibit C provided that Grantees submit a Plan of Operation and obtains all necessary permits and/or licenses as provided for in paragraphs (d) and (e) below.
  
  - c) Plan of Operation Before any quarrying operation is commenced on the Property in accordance with this Conditional Use Grant, the Grantees must submit to the Village, and the Village must approve, a current Plan of Operation. This Conditional Use Grant shall terminate at such time as the quarrying activities of Lannon Stone Products, Inc. terminate and it surrenders its quarrying permit or fails to apply for a renewal thereof. However, if any provision contained within a Village-approved Plan of Operation should conflict with any provision of this Conditional Use Grant, this Conditional Use Grant shall be controlling.
  
  - d) Permits and Licenses The Grantees shall obtain all necessary permits, licenses and similar approvals as required by the appropriate Federal, State and local authorities for the use, maintenance, and development of the Property. Copies of these documents will be provided to the Village upon receipt by the Grantees.
  
  - e) Well Guarantees Any well within the well guaranty limits which develops verified lower static water levels and decreased reliable capacity, because of the lowering of the Grantee's quarry on the Property, or for no apparent reason, shall be repaired or reconstructed at the expense of the Grantees. Prior to such repair or reconstruction the Grantees shall have the right to determine if the failure was due to a reason unrelated to the Grantees' operations. Therefore, the obligation to repair and reconstruct hereunder is contingent upon the well owner first providing notice to the Grantees and affording the Grantees or its designees the opportunity to inspect the well.

If the water quality of a particular well within the well guaranty limits is adversely affected, except by bacteria or sulfur content, to the extent that water therein is unsafe for human consumption or otherwise affected such that a person of ordinary sensitivities would be unable to utilize the water from such well, repairs to the water system shall be made immediately and paid for under the fund established herein if the operations of the Grantees cause such damage.

In any situation in which the Grantees has the obligation to repair or reconstruct a well, the Grantees shall provide the owner or occupant of the site with potable drinking water in quantities reasonably necessary for consumption by the owner, occupant and all residents of the dwelling. In addition, the Grantees shall reimburse the owner or occupant for all reasonable costs arising as a consequence of the loss or inability to use the well until such time as the well is repaired or reconstructed. Within seven days of the completion of the well repair or reconstruction by the Grantees a report shall be furnished to the Village providing the following information:

- 1) The nature of the problem which was encountered;
- 2) When the Grantees was advised of such problem;
- 3) What was done to correct the problem;
- 4) When such work was completed;
- 5) A copy of the invoice if work was done.

The Grantees shall, from time to time, upon request of the other party or the Village, furnish evidence to the requesting party, that it has deposit in a bank or other savings institution in the Milwaukee Metropolitan Area the sum of \$20,000 (which may be in the form of an interest bearing savings account or a six-month (or less) certificate of deposit or treasury bill), standing as security for its obligations to repair or replace owners' wells and for that purpose only. Interest from such fund may be withdrawn by the party depositing the same but the principal shall not be withdrawn without the prior written consent of the Village. If, for any reason, the parties do not immediately and promptly perform their obligations as set forth in this provision, an independent well specialist may perform the same and the Village may withdraw such amounts from said funds as may be necessary to compensate the independent well specialist for the reasonable cost incurred in performing such obligations. The Grantees shall immediately thereafter restore its fund so that said fund always contains \$20,000. Grantees shall present to the Village a statement or agreement from the institution utilized for the purposes set forth herein evidencing that this fund cannot be withdrawn by Grantees without the consent of the Village. Such consent, however, will not be unreasonably withheld.

Termination of this Conditional Use Grant for any reason shall not discharge Grantees from any obligations under this provision attributable to any act or omission occurring prior to such termination.

Grantees shall provide a certificate of liability insurance to the Village providing evidence that Grantees has liability insurance with limits of at least \$3,000,000.

In order to identify possible changes in the hydraulic condition of the rock being quarried by the Grantees, which changes could result in decreases in water levels in surrounding wells, Grantees authorizes the Village to, at the Village's expense, install flow meters or other devices to measure the discharge of water pumped from the Property. The Village may measure such devices monthly or on whatever basis it deems appropriate. Recognizing that water may enter the Property from other sources, the operator also authorizes the Village to, at the Village's expenses, measure or otherwise obtain data respecting amounts of precipitation in the immediate area of the Property, water flowing into the Property from adjacent quarry sites, water flowing into the Property from adjacent non-quarry sites, water flowing into the Property from Grantees' crushing operations, and water flowing into the Property from any other source.

- f) Hours of Operation No quarrying operations, except loading and checkout of trucks for delivery, shall begin on the Property before 6:00 AM. No quarrying operations shall continue on the Property after 6:00 PM, Monday through Friday, and shall not continue after 2:00 PM on Saturday. There shall be no quarrying operations on the Property on Sunday or legal holidays.
3. Federal, State, and Local Laws The Grantees shall abide by all applicable Federal, State and local laws pertaining to the use of the Property. Any provision in the document that is found to be inconsistent with Federal or State law, or any part of the Village of Lannon Code of Ordinances, shall render that provision null and void.
4. Future Quarrying Activities The Village makes no representation that it will allow for, nor does this Conditional Use Grant commit the Village to, any further amendment of this document to permit quarrying activities outside of the area delineated and legally described on Exhibit B attached hereto.
5. Revocation of Conditional Use Grant The Village may revoke this Conditional Use Grant in accordance with the provision of §78-57(4)(e) of the Village of Lannon Code of Ordinances. The Village may also revoke this Conditional Use Grant if the Grantees fail to comply with any provision set forth in this document or any provision set forth in the Grantees' Village approved annual Plan of Operation.
6. Termination Upon Conveyance of Property Should the Grantees choose to convey the Property to another party, this Conditional Use Grant shall be terminated.

IN WITNESS WHEREOF, the Village has executed this Grant on the day and year first above written.

VILLAGE OF LANNON

By: [Signature]  
Jerry Newman, Village President

Attest: [Signature]  
James J Lamb, CMC Village Clerk

VILLAGE SEAL

GRANTEESS  
DAWSON FAMILY TRUST

By: [Signature]  
Virgil Dawson

State of Wisconsin }  
                                  }ss.  
County of Waukesha }

Personally came before me this 20 day of Aug 2012, the above named Virgil Dawson who executed the foregoing instrument by its authority and on its behalf and acknowledged the same.

[Signature]  
Notary Public, State of Wisconsin  
My Commission: 11-9-14

List of Exhibits

Exhibit A – Map and legal description of the Acquired Heitman Farm (For which the Conditional Use Permit Applies)

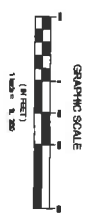
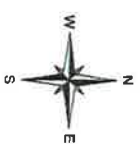
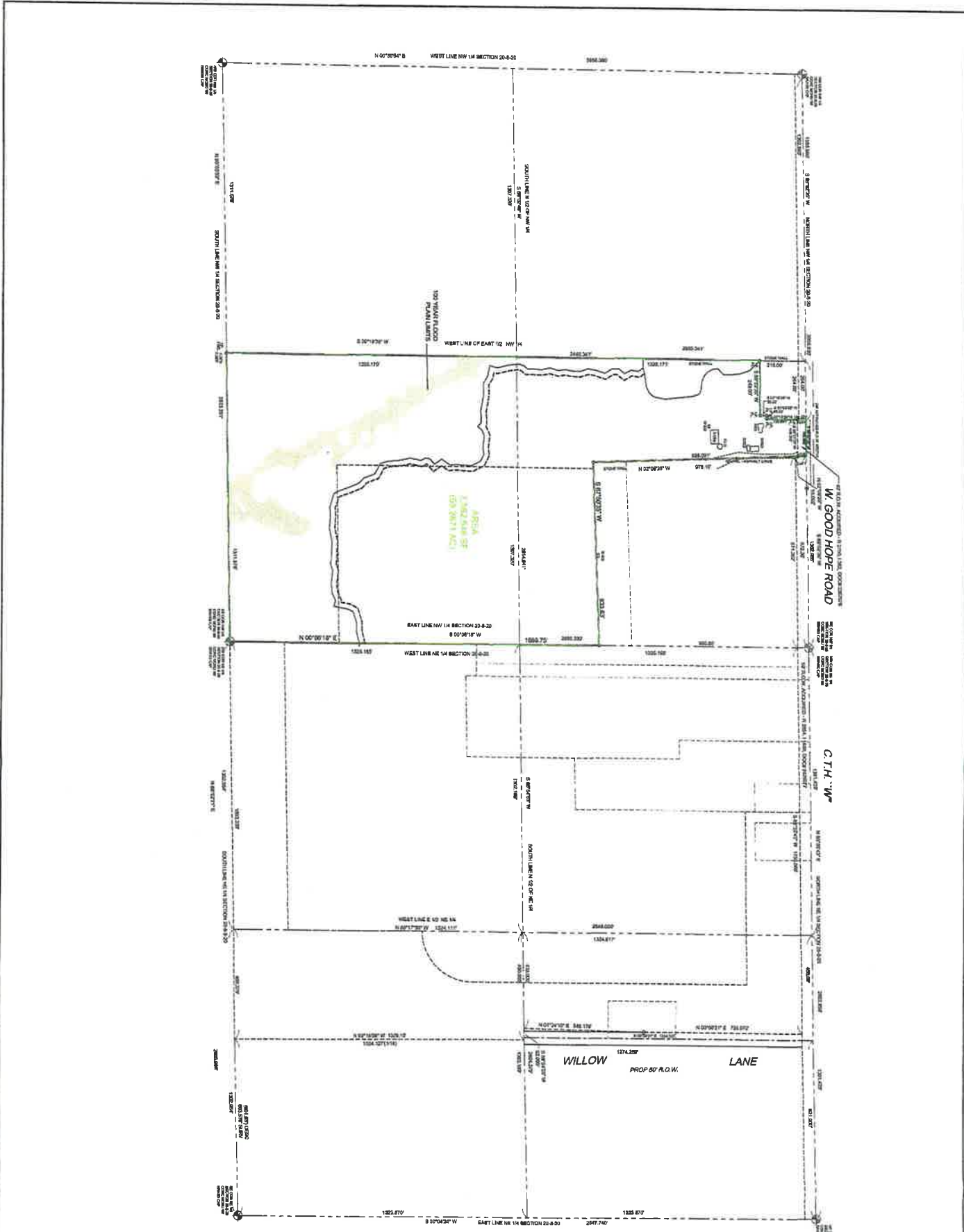
Exhibit B – Map and legal description outlining all Dawson Trust Land in the Village of Lannon

Exhibit C – Map and legal description outlining all “Lands for Blasting”

Exhibit D – Map and legal description outlining all “Land for Blasting and Crushing”

Exhibit E – Map and legal description outlining all Dawson Trust Land in the Village of Lannon (Aerial Photo)

Exhibit F – Map of the Well Guarantee Limits



FOR LANNON STONE PRODUCTS  
REDEMPTION PLAN

**LEGAL DESCRIPTION:**  
 All that part of the land (Lot B1-13) of the Northwest Quarter (NW 1/4) of Section 26, Town 4 North, Range 22 East, 13th Principal Meridian, Wisconsin County, Wisconsin, as shown and described in a certain Commissioned Plat of the Northwest Quarter of Section 26, Town 4 North, Range 22 East, 13th Principal Meridian, Wisconsin County, Wisconsin, recorded in the Office of the Register of Deeds for the County of Wisconsin, Wisconsin, in Book 193 of Deeds, at page 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

(See the next page  
 for a legible  
 copy of this  
 legal description)



**EXHIBIT A**

EXHIBIT-HEITMAN FARM SUBJECT TO CONDITIONAL USE PERMIT  
 FOR: LANNON STONE PRODUCTS  
 PART OF NE 1/4 & NW 1/4 SECTION 20, T8N, R9E  
 VILLAGE OF LANNON, WAUKESHA COUNTY, WI.

Legal Description  
RE: Heitman Farm:

All that part of the East Half (E ½) of the Northwest Quarter (NW ¼) of Section 20, Town 8 North, Range 20 East, Village of Lannon, Waukesha County, Wisconsin bounded and described as follows: Commencing at the Northwest corner of the Northwest Quarter (NW ¼) of Section 20; thence North 89°02'35" East along the North line of said Northwest Quarter (NW ¼) 1302.965 feet; thence South 00°19'36" West along the West line of the East Half (E ½) of said Northwest Quarter (NW ¼) 210.00 feet to the place of beginning of the lands herein to be described; thence South 00°19'36" West along said West line 2440.35 feet; thence North 89°03'03" East along the south line of said Northwest Quarter (NW ¼) 1311.675 feet to the Southeast corner of said Northwest Quarter (NW ¼); thence North 00°08'18" East along the East line of said Northwest Quarter (NW ¼) 1689.75 feet; thence South 87°50'35" West 833.63 feet; thence North 02°09'25" West 978.10 feet; thence South 89°02'35" West along the North line of said Northwest Quarter (NW ¼) 166.665 feet; thence South 00°19'36" West 180.00 feet; thence South 89°02'35" West 15.00 feet; thence South 00°19'36" West 30.00 feet; thence South 89°02'35" West 249.00 feet to the place of beginning. Containing a net area of 59.2871 acres of land.

Dated January 9, 2012





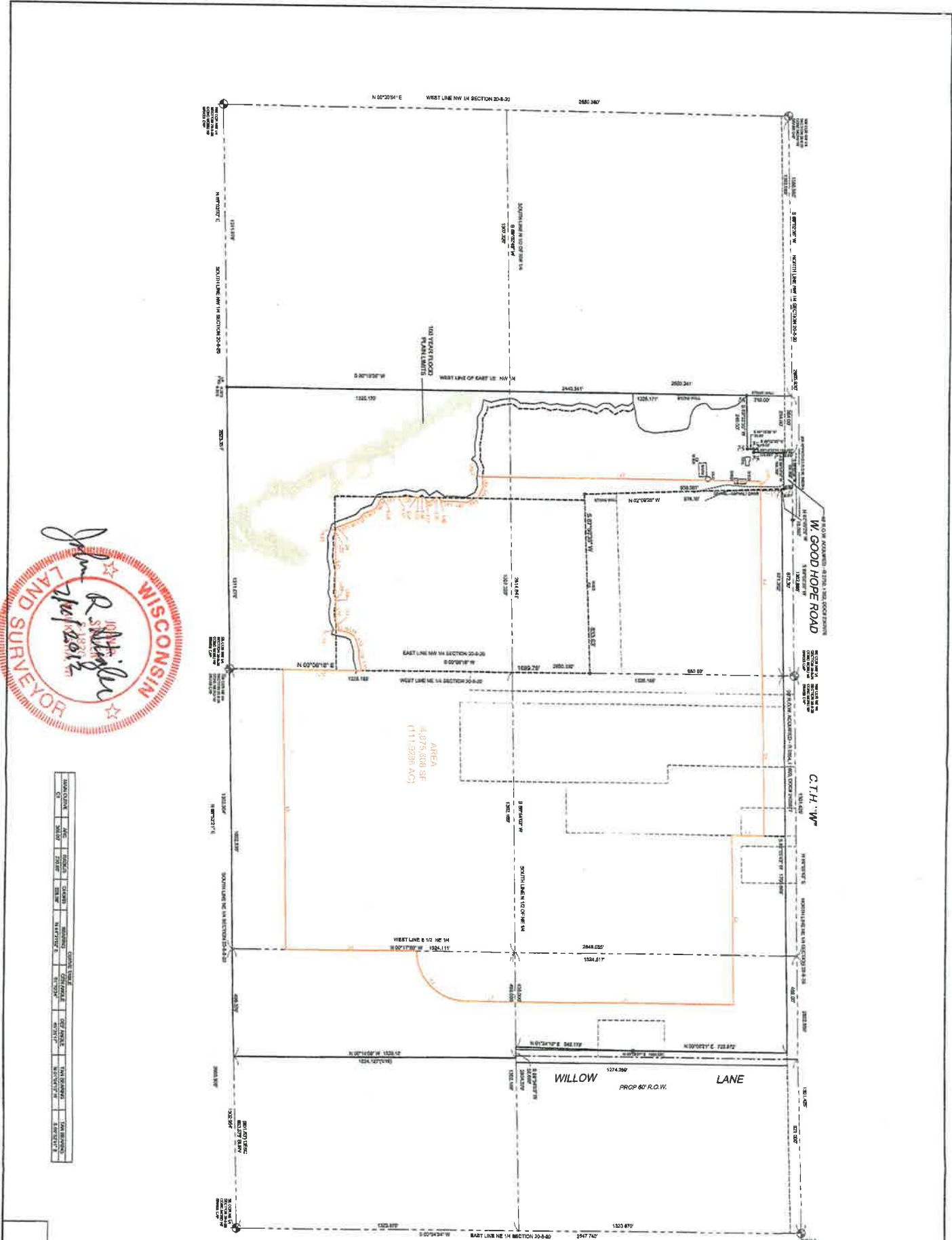
FOR: J. DALE & GUNDRUN DAWSON  
RE: PROPERTY IN VILLAGE OF LANNON

LEGAL DESCRIPTION:

All that part of the Northeast Quarter (NE ¼) and Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) and all that part of the Northeast Quarter (NE ¼), Northwest Quarter (NW ¼), Southeast Quarter (SE ¼) and Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of Section 20, Town 8 North, Range 20 East, Village of Lannon, Waukesha County, Wisconsin, bounded and described as follows: Commencing at the northwest corner of said Northwest Quarter (NW ¼); thence North 89°02'35" East along the northerly line of said Northwest Quarter (NW ¼) 1566.965 feet; thence South 00°19'36" West 40.01 feet to the place of beginning of the land to be described; thence South 00°19'36" West 139.991 feet; thence South 89°02'35" West 15.000 feet; thence South 00°19'36" West 30.00 feet; thence South 89°02'35" West 249.00 feet to a point on the west line of the East Half (E ½) of said Northwest Quarter (NW ¼); thence South 00°19'36" West along said west line 2440.341 feet to a point on the south line of said Northwest Quarter (NW ¼); thence North 89°03'03" East along said south line 1311.676 feet to the southeast corner of said Northwest Quarter (NW ¼); thence North 88°52'21" East along the south line of the Northeast Quarter (NE ¼) of said Section 20, 1802.330 feet to a point South 88°52'21" West 803.578 feet from the southeast corner of said Northeast Quarter (NE ¼); thence North 00°15'09" West 1329.100 feet; thence South 88°54'03" West 52.000 feet; thence North 01°24'10" East 548.178 feet to a point on the westerly right-of-way line of Willow Lane; thence North 00°06'21" East along said westerly right-of-way line 725.972 feet to a point on the southerly right-of-way line of W. Good Hope Road, C.T.H. "W"; thence South 88°55'43" West along said southerly right-of-way line, 1750.866 feet; thence South 89°02'35" West along said southerly right-of-way line 871.302 feet; thence North 02°09'25" West along a jog in said right-of-way 10.002 feet; thence South 89°02'35" West along said southerly right-of-way line 168.399 feet to the place of beginning; containing 182.9404 acres of land.

REFERENCE BEARING: The North line of the Northeast Quarter (NE ¼) of Section 20, Town 8 North, Range 20 East, is used as the Reference Bearing and has a described bearing of N88°55'43"E per the Wisconsin State Plane Coordinate System (South Zone).

January 9, 2012

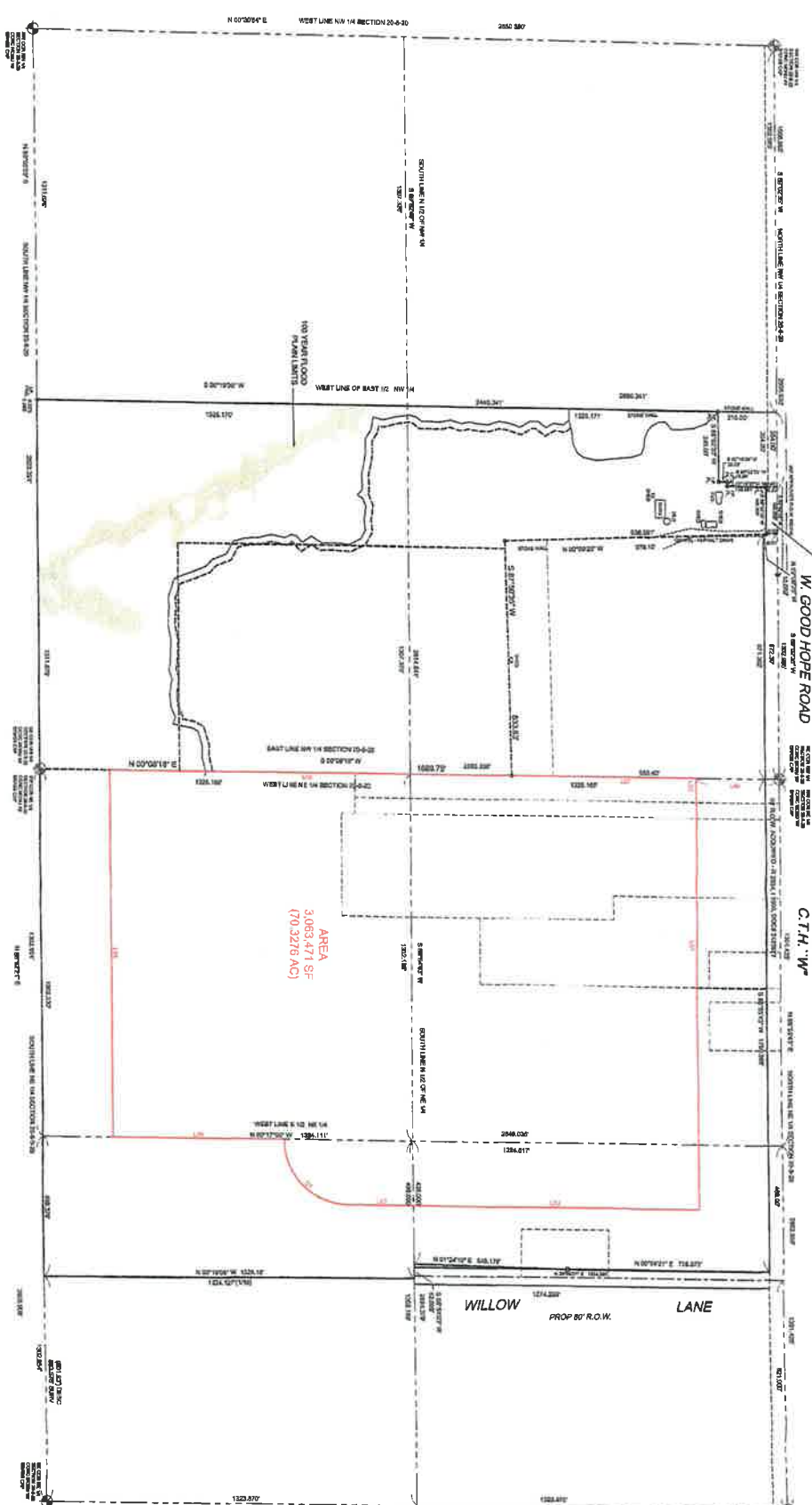


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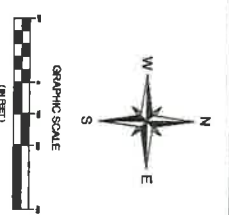
100' SCALE  
 GRAPHIC SCALE  
 1" = 200'  
 N  
 W  
 E  
 S  
 (SEE THE NEXT PAGE FOR A legible copy of this legal description)

For: Lannon Stone Products  
Re: Land for Blasting Activity

Legal Description: All that part of the Northeast Quarter (NE ¼) and Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) and all that part of the Northeast Quarter (NE ¼), Northwest Quarter (NW ¼), Southeast Quarter (SE ¼) and Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of Section 20, Town 8 North, Range 20 East, Village of Lannon, Waukesha County, Wisconsin bounded and described as follows: Commencing at the Northwest corner of the Northwest Quarter (NW ¼) of Section 20; being marked by a concrete monument with a brass cap; thence North 89°02'35" East along the north line of said Northwest Quarter (NW ¼) 1733.63 feet; thence South 02°09'25" East 150.03 feet to the point of beginning of the lands on which blasting is to be allowed; thence North 89°02'35" East 869.31 feet along a line 150.00 feet south of and parallel to the north line of said Northwest Quarter (NW ¼); thence North 88°55'43" East 739.85 feet along a line 150.00 feet south of and parallel to the north line of the Northeast Quarter (NE ¼) of said Section 20; thence South 00°11'21" West 150.00 feet; thence North 88°55'43" East 788.59 feet; thence South 00°06'21" West 1024.43 feet; thence continuing South 00°06'21" West 230.00 feet; thence southwesterly 366.00 feet along the arc of a curve of radius 230.00 feet, center lies to the west, chord bears South 44°31'02" West 328.59 feet; thence South 00°04'50" West 614.57 feet; thence South 88°52'23" West 1302.81 feet on a line 250.00 feet north of and parallel to the south line of the Northeast Quarter (NE ¼) of Section 20; thence North 00°08'18" East 369.06 feet on the west line of said Northeast Quarter (NE ¼) of said Section 20; thence South 75°44'21" West 56.90 feet; thence South 89°52'30" West 41.74 feet; thence South 72°35'46" West 65.35 feet; thence South 27°31'01" West 39.12 feet; thence South 10°56'00" West 43.82 feet; thence North 72°50'56" West 9.50 feet; thence South 64°54'08" West 33.43 feet; thence South 89°03'02" West 92.98 feet; thence North 81°57'10" West 10.34 feet; thence South 71°40'16" West 5.42 feet; thence South 89°03'02" West 308.31 feet; thence North 70°35'12" West 0.81 feet; thence North 74°21'34" West 21.40 feet; thence North 34°10'00" West 6.53 feet; thence North 19°46'57" West 48.57 feet; thence North 22°03'24" West 60.12 feet; thence North 47°37'38" West 33.78 feet; thence North 20°45'51" West 57.23 feet; thence North 62°32'23" West 51.16 feet; thence North 15°44'19" West 26.61 feet; thence North 04°56'42" West 55.77 feet; thence North 12°31'53" West 0.26 feet; thence North 00°19'36" East 81.99 feet; thence North 11°46'19" East 10.06 feet; thence North 29°08'01" West 4.06 feet; thence North 00°19'36" East 26.75 feet; thence North 49°05'59" East 32.57 feet; thence North 34°06'20" West 43.33 feet; thence North 00°19'36" East 4.01 feet; thence North 33°32'28" East 34.46 feet; thence North 02°57'18" West 39.78 feet; thence North 04°29'00" East 70.94 feet; thence North 27°26'03" West 60.82 feet; thence North 63°51'18" West 49.04 feet; thence South 84°28'26" West 43.14 feet; thence North 82°45'16" West 6.40 feet; thence North 00°19'36" East 1306.83 feet; thence North 89°02'35" East 37.07 feet on a line 150.00 feet south of and parallel to the north line of the Northwest Quarter (NW ¼) of said Section to the place of beginning. Containing a net area of 111.9286 acres of land.



AREA  
3,063.471 SF  
(70.3276 AC)



*(See the next page for a legible copy of this plat)*



LINE	LENGTH	BEARING	AREA
1	122.147	N 00°00'00" E	0.0000
2	122.147	N 00°00'00" E	0.0000
3	122.147	N 00°00'00" E	0.0000
4	122.147	N 00°00'00" E	0.0000
5	122.147	N 00°00'00" E	0.0000
6	122.147	N 00°00'00" E	0.0000
7	122.147	N 00°00'00" E	0.0000
8	122.147	N 00°00'00" E	0.0000
9	122.147	N 00°00'00" E	0.0000
10	122.147	N 00°00'00" E	0.0000

DATE	BY	REVISION
11/15/23	JRS	ISSUED FOR PUBLIC REVIEW
11/15/23	JRS	REVISED FOR PUBLIC REVIEW
11/15/23	JRS	REVISED FOR PUBLIC REVIEW
11/15/23	JRS	REVISED FOR PUBLIC REVIEW
11/15/23	JRS	REVISED FOR PUBLIC REVIEW
11/15/23	JRS	REVISED FOR PUBLIC REVIEW
11/15/23	JRS	REVISED FOR PUBLIC REVIEW
11/15/23	JRS	REVISED FOR PUBLIC REVIEW
11/15/23	JRS	REVISED FOR PUBLIC REVIEW
11/15/23	JRS	REVISED FOR PUBLIC REVIEW

**EXHIBIT D**

EXHIBIT D  
FOR BLASTING AND CRUSHING  
PART OF THE 1/4 & NW 1/4 SECTION 20, T8N, R20E  
VILLAGE OF LAWSON, WISCONSIN COUNTY, WI.

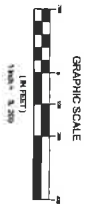
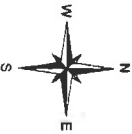
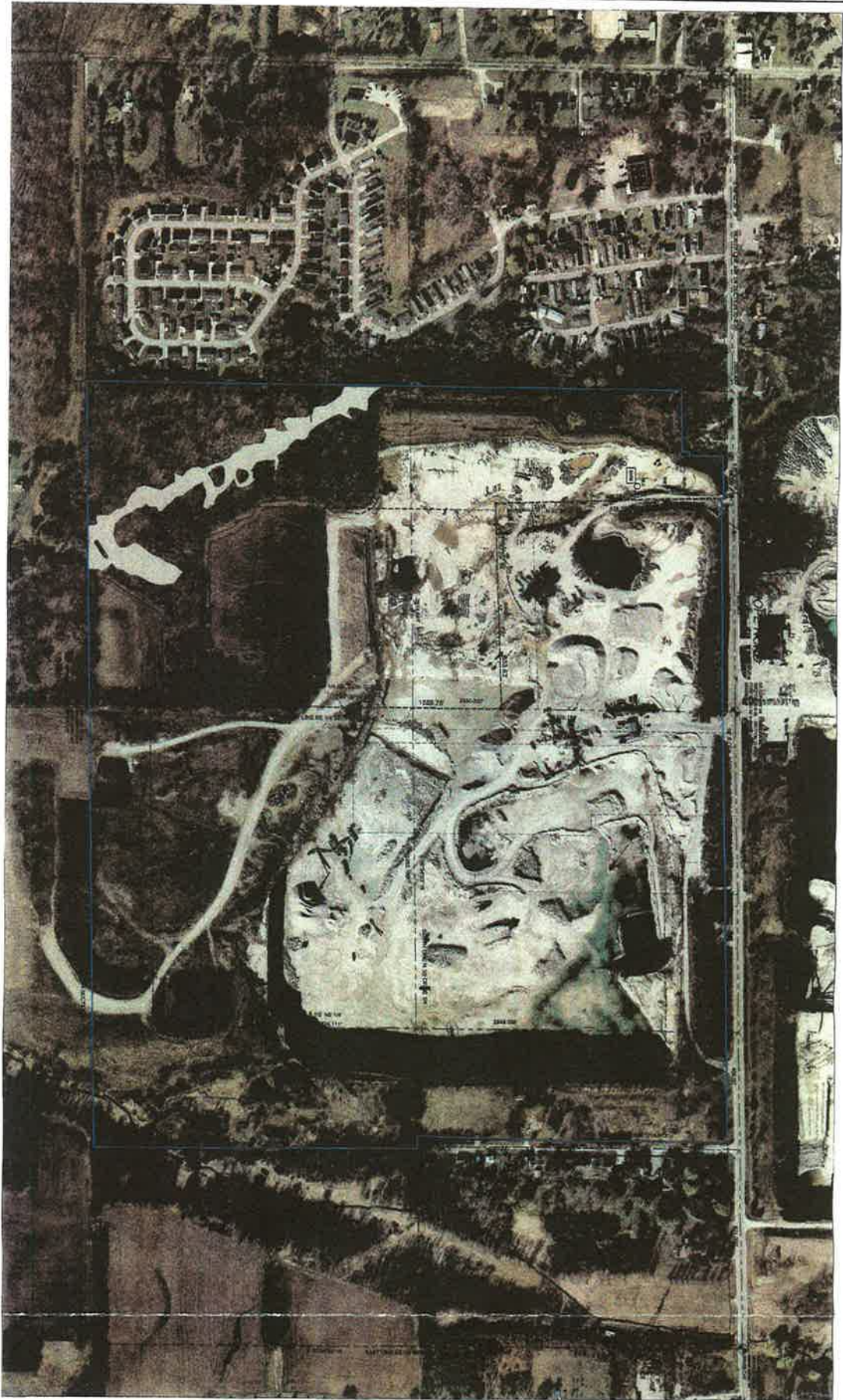
For: Lannon Stone Products

Re: Land for Blasting and Crushing Activity

Legal Description: All that part of the Northeast Quarter (NE ¼), Southeast Quarter (SE ¼), Southwest Quarter (SW ¼) and Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) of Section 20, Town 8 North, Range 20 East, Village of Lannon, Waukesha County, Wisconsin bounded and described as follows: Commencing at the Northwest corner of the Northeast Quarter (NE ¼) of Section 20 being marked by a concrete monument with brass cap; thence South 00°08'18" West along the west line of said Northeast Quarter (NE ¼) 300.05 feet to the place of beginning of the lands where blasting and crushing activity is permitted; thence North 89°02'35" East 6.04 feet along a line 300.00 feet south of and parallel to the north line of the Northwest Quarter (NW ¼) of Section 20; thence North 88°55'43" East 1525.29 feet along a line 300.00 feet south of and parallel to the north line of the Northeast Quarter (NE ¼) of said Section 20; thence South 00°06'21" West 1024.34 feet; thence continuing South 00°06'21" West 230.00 feet; thence Southwesterly 366.00 feet along the arc of a curve of radius 230.00 feet, center lies to the west, chord bears South 44°31'02" West 328.59 feet; thence South 00°04'50" West 614.57 feet; thence South 88°52'21" West 1302.81 feet to the west line of the Northeast Quarter (NE ¼) of said Section 20; thence North 00°08'18" East along said west line 2100.21 feet to the place of beginning. Containing a net area of 70.3276 acres of land.

Date: January 9, 2012

POOR ORIGINAL



FOR LANNON STONE PRODUCTS  
RE: PROPERTY IN VILLAGE OF LANNON

**LEGAL DESCRIPTION:**

All that part of one-half Section 04E, 14 and Section 04E, 14 of the Northwest Quarter (NW 1/4) of said part of the Northwest Quarter (NW 1/4), Northwest Quarter (NW 1/4), Section 04E, 14, Township 26S, Range 20E, County of Waushara, Wisconsin, bounded and described as follows: Commencing at the southeast corner of said Northwest Quarter (NW 1/4), Section 04E, 14, Township 26S, Range 20E, County of Waushara, Wisconsin, and extending easterly along the south line of said Northwest Quarter (NW 1/4), Section 04E, 14, Township 26S, Range 20E, County of Waushara, Wisconsin, to the intersection of the line to be described; thence south 69°27'36" west 138.691 feet; thence south 04°36'47" west 494.428 feet; thence south 88°02'11" west 100.000 feet; thence south 23°45'42" west 489.000 feet to a point on the line to be described; thence south 17°18'37" west 116.171 feet to a point on the north line of the Northwest Quarter (NW 1/4), Section 04E, 14, Township 26S, Range 20E, County of Waushara, Wisconsin; thence north 04°36'47" west 494.428 feet; thence north 88°02'11" west 100.000 feet; thence north 23°45'42" west 489.000 feet to a point on the north line of the Northwest Quarter (NW 1/4), Section 04E, 14, Township 26S, Range 20E, County of Waushara, Wisconsin; thence north 17°18'37" west 116.171 feet to the point of beginning; the area contained within the lines so described shall constitute the full and true description of the premises hereinbefore described, subject to any and all other claims, mortgages, liens, and encumbrances which may hereafter be made in any manner whatsoever.

(See the next page for a legible copy of this legal description)

**EXHIBIT E**

PLAT OF SURVEY  
FOR: LANNON STONE PRODUCTS  
PART OF NE 1/4 & NW 1/4 SECTION 20, T26N, R20E  
VILLAGE OF LANNON, WAUKESHA COUNTY, WI.

FILE NAME: PROJECTS\6416\DWG\S416\EXTR\_NEW.DWG

FOR: J. DALE & GUNDRUN DAWSON  
RE: PROPERTY IN VILLAGE OF LANNON

LEGAL DESCRIPTION:

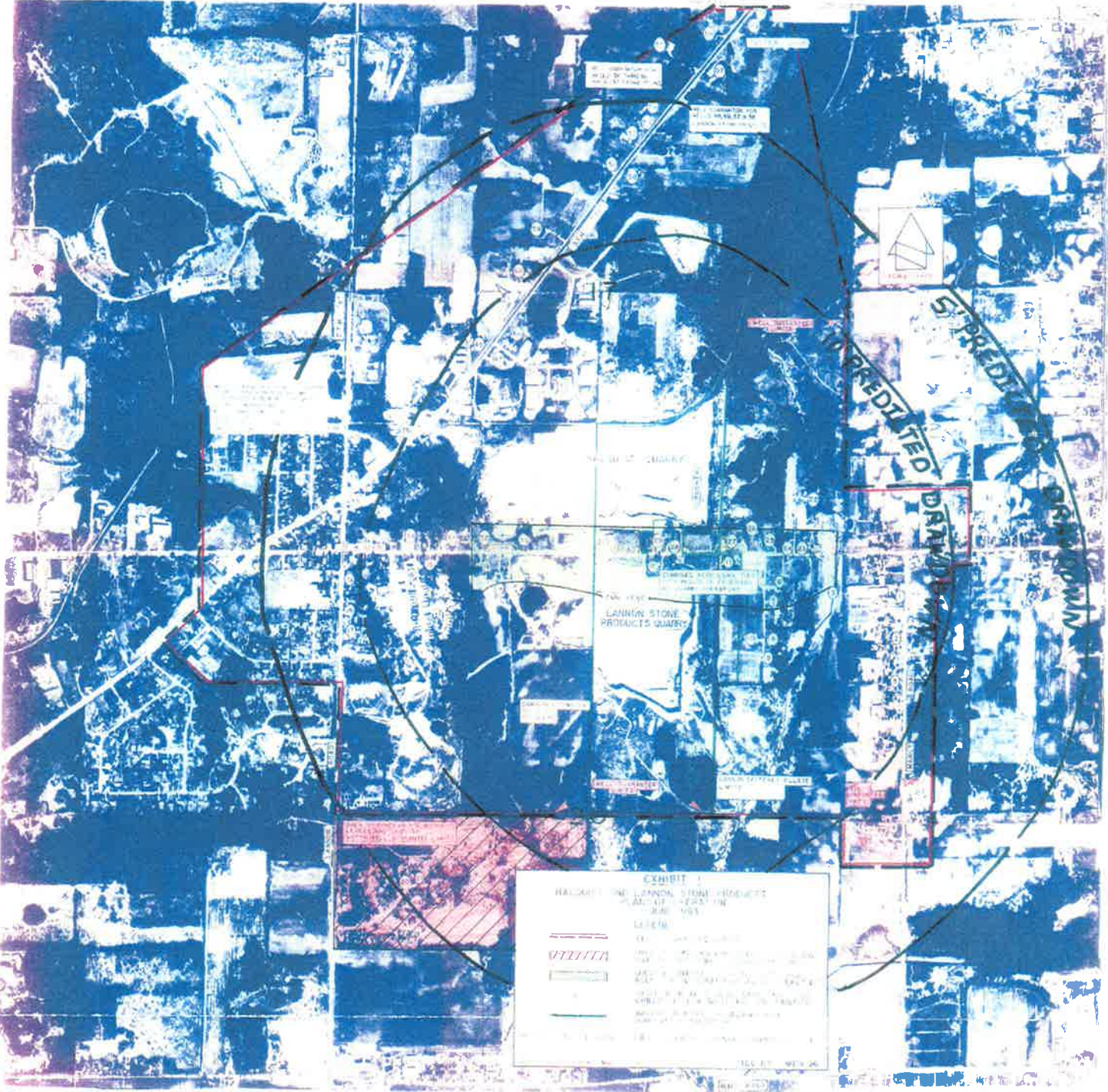
All that part of the Northeast Quarter (NE ¼) and Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) and all that part of the Northeast Quarter (NE ¼), Northwest Quarter (NW ¼), Southeast Quarter (SE ¼) and Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of Section 20, Town 8 North, Range 20 East, Village of Lannon, Waukesha County, Wisconsin, bounded and described as follows: Commencing at the northwest corner of said Northwest Quarter (NW ¼); thence North 89°02'35" East along the northerly line of said Northwest Quarter (NW ¼) 1566.965 feet; thence South 00°19'36" West 40.01 feet to the place of beginning of the land to be described; thence South 00°19'36" West 139.991 feet; thence South 89°02'35" West 15.000 feet; thence South 00°19'36" West 30.00 feet; thence South 89°02'35" West 249.00 feet to a point on the west line of the East Half (E ½) of said Northwest Quarter (NW ¼); thence South 00°19'36" West along said west line 2440.341 feet to a point on the south line of said Northwest Quarter (NW ¼); thence North 89°03'03" East along said south line 1311.676 feet to the southeast corner of said Northwest Quarter (NW ¼); thence North 88°52'21" East along the south line of the Northeast Quarter (NE ¼) of said Section 20, 1802.330 feet to a point South 88°52'21" West 803.578 feet from the southeast corner of said Northeast Quarter (NE ¼); thence North 00°15'09" West 1329.100 feet; thence South 88°54'03" West 52.000 feet; thence North 01°24'10" East 548.178 feet to a point on the westerly right-of-way line of Willow Lane; thence North 00°06'21" East along said westerly right-of-way line 725.972 feet to a point on the southerly right-of-way line of W. Good Hope Road, C.T.H. "W"; thence South 88°55'43" West along said southerly right-of-way line, 1750.866 feet; thence South 89°02'35" West along said southerly right-of-way line 871.302 feet; thence North 02°09'25" West along a jog in said right-of-way 10.002 feet; thence South 89°02'35" West along said southerly right-of-way line 168.399 feet to the place of beginning; containing 182.9404 acres of land.

REFERENCE BEARING: The North line of the Northeast Quarter (NE ¼) of Section 20, Town 8 North, Range 20 East, is used as the Reference Bearing and has a described bearing of N88°55'43"E per the Wisconsin State Plane Coordinate System (South Zone).

January 9, 2012



POOR ORIGINAL



F

STONE QUARRY PLAN OF OPERATION  
LANNON STONE PRODUCTS, INC.  
VILLAGE OF LANNON, WISCONSIN

In accordance with Chapter 18, Article V of the Municipal Code of the Village of Lannon, the following Plan of Operation is submitted for the year commencing January 1, 2012, and thereafter, until amended:

1 The blasting procedures are to be performed in accordance with Sec. 18-143(a), (b), and (c) as follows and as stated elsewhere in this Plan of Operation:

(a) Energy Ratio and Particle Velocity: The allowable vibration of any blast at the nearest occupied or used residence not owned by the Operator shall not exceed an energy ratio of 0.5 based on the following formula or resultant particle velocity of 1.35 inches per second.

Energy Ratio = 0.5 = 10.823 f<sup>2</sup>A<sup>2</sup> where:

f = Frequency in cycles per second

A = Amplitude or displacement in inches

Energy Ratio = 0.274 V<sup>2</sup> (V = resultant particle)

(velocity expressed in inches per second)

(b) Measurement of Blasts: The operator of the quarry operation shall submit data to substantiate compliance with the above formula. This verification shall be performed by a seismological engineering firm or other personnel acceptable to the Village. Instrumentation shall be by seismograph approved by the Village Engineer. All expense for these tests shall be paid by the quarry operator.

(c) Blasting Log: A log in duplicate shall be kept of each blast on forms similar to the one on file in the Village Hall. The original copy of this blasting log shall be filed with the Village Clerk within 48 hours after the blast, and a copy shall be kept on file at the quarry office.

(d) Measurement of Air Blasts: The Village Engineer shall monitor all air blasts. Decibel levels shall not regularly exceed 130 or other acceptable safe level as measured at the nearest occupied or used residence not owned by the Operator 500 feet or more from the site of the blast. The reasonable cost of such monitoring shall be paid by the quarry operator. Nothing in this section, nor any other section of this agreement, shall

be interpreted to waive or in any way give up any vested rights of quarry operator not addressed in this document.

2. Four (4) or five (5) rock crushers will be used. Location thereof shall change from time to time, which change shall be approved by the Village Board; however, crushing shall only be allowed in areas described as "Land for Blasting and Crushing" on Exhibit D and defined as follows:

All that part of the Northeast Quarter (NE ¼), Southeast Quarter (SE ¼), Southwest Quarter (SW ¼) and Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) of Section 20, Town 8 North, Range 20 East, Village of Lannon, Waukesha County, Wisconsin bounded and described as follows: Commencing at the Northwest corner of the Northeast Quarter (NE ¼) of Section 20 being marked by a concrete monument with brass cap; thence South 00°08'18" West along the west line of said Northeast Quarter (NE ¼) 300.05 feet to the place of beginning of the lands where blasting and crushing activity is permitted; thence North 89°02'35" East 6.04 feet along a line 300.00 feet south of and parallel to the north line of the Northwest Quarter (NW ¼) of Section 20; thence North 88°55'43" East 1525.29 feet along a line 300.00 feet south of and parallel to the north line of the Northeast Quarter (NE ¼) of said Section 20; thence South 00°06'21" West 1024.34 feet; thence continuing South 00°06'21" West 230.00 feet; thence Southwesterly 366.00 feet along the arc of a curve of radius 230.00 feet, center lies to the west, chord bears South 44°31'02" West 328.59 feet; thence South 00°04'50" West 614.57 feet; thence South 88°52'21" West 1302.81 feet to the west line of the Northeast Quarter (NE ¼) of said Section 20; thence North 00°08'18" East along said west line 2100.21 feet to the place of beginning. Containing a net area of 70.3276 acres of land.

3. An aerial photograph of the land is shown and marked EXHIBIT E and attached.

4. Metering and inspection of every blast is to be performed by and under the supervision of the Village Engineer or other duly designated agent at the expense of the quarry operator, and any energy ratio measurements hereinafter provided shall be taken at the site of the occupied or used residence nearest to the blast not owned by quarry operator, which residence is at least 500 feet distant from the site of the blast.

5. The force of any blast shall not exceed the 0.5 energy ratio as now provided by Village Ordinance and quarry operator agrees after public hearing and notice to quarry operator, to abide by any future standards as to blast force which may in the future be adopted by ordinance, providing however, that quarry operator does not hereby waive its legal rights to protest the adoption of a more restrictive ordinance on the grounds of reasonableness or otherwise.

6. Quarry operator agrees not to charge any drill hole closer than 6 feet to the surface to lower the intensity of noise and shock. No drill hole shall be greater than 3.5 inches in diameter and except as provided below no more than 60 holes are to be included in a blast. The maximum number of holes included in the blast shall be decreased as ordered by the Village Engineer if particle velocities and/or air blasts using 60 holes are considered to be too great by the Village Engineer. In the areas limited to those described on Exhibit C, both the number of holes and their depth shall be regulated by the Village Quarry Committee in order to reasonably protect the Village residents while allowing Lannon Stone Products and its blasting contractor the opportunity to blast for the crushing of stone in a cost-effective and safe manner.

7. All blasting is to be done by a state-licensed professional blaster.

8. Lannon Stone Products, Inc. agrees to give at least a 2-hour notice of a proposed blasting to the Village Engineer, and the frequency and the extent of the inspections shall be at the discretion of the Village Engineer but within the parameters of this agreement.

9. The entire property zoned for quarrying and included in this Plan of Operation is described as follows:

All that part of the Northeast Quarter (NE  $\frac{1}{4}$ ) and Southeast Quarter (SE  $\frac{1}{4}$ ) of the Northwest Quarter (NW  $\frac{1}{4}$ ) and all that part of the Northeast Quarter (NE  $\frac{1}{4}$ ), Northwest Quarter (NW  $\frac{1}{4}$ ), Southeast Quarter (SE  $\frac{1}{4}$ ) and Southwest Quarter (SW  $\frac{1}{4}$ ) of the Northeast Quarter (NE  $\frac{1}{4}$ ) of Section 20, Town 8 North, Range 20 East, Village of Lannon, Waukesha County, Wisconsin, bounded and described as follows: Commencing at the northwest corner of said Northwest Quarter (NW  $\frac{1}{4}$ ); thence North 89°02'35" East along

the northerly line of said Northwest Quarter (NW ¼) 1566.965 feet; thence South 00°19'36" West 40.01 feet to the place of beginning of the land to be described; thence South 00°19'36" West 139.991 feet; thence South 89°02'35" West 15.000 feet; thence South 00°19'36" West 30.00 feet; thence South 89°02'35" West 249.00 feet to a point on the west line of the East Half (E ½) of said Northwest Quarter (NW ¼); thence South 00°19'36" West along said west line 2440.341 feet to a point on the south line of said Northwest Quarter (NW ¼); thence North 89°03'03" East along said south line 1311.676 feet to the southeast corner of said Northwest Quarter (NW ¼); thence North 88°52'21" East along the south line of the Northeast Quarter (NE ¼) of said Section 20, 1802.330 feet to a point South 88°52'21" West 803.578 feet from the southeast corner of said Northeast Quarter (NE ¼); thence North 00°15'09" West 1329.100 feet; thence South 88°54'03" West 52.000 feet; thence North 01°24'10" East 548.178 feet to a point on the westerly right-of-way line of Willow Lane; thence North 00°06'21" East along said westerly right-of-way line 725.972 feet to a point on the southerly right-of-way line of W. Good Hope Road, C.T.H. "W"; thence South 88°55'43" West along said southerly right-of-way line, 1750.866 feet; thence South 89°02'35" West along said southerly right-of-way line 871.302 feet; thence North 02°09'25" West along a jog in said right-of-way 10.002 feet; thence South 89°02'35" West along said southerly right-of-way line 168.399 feet to the place of beginning; containing 182.9404 acres of land.

REFERENCE BEARING: The North line of the Northeast Quarter (NE ¼) of Section 20, Town 8 North, Range 20 East, is used as the Reference Bearing and has a described bearing of N88°55'43"E per the Wisconsin State Plane Coordinate System (South Zone).

The above parcel descriptions are intended to regulate the use of the entire lands owned by the Dawson Family in the Village of Lannon consisting of approximately 200 acres.

No blasting or quarrying will be done outside the areas described in Exhibit C.

The permit to carry on crushing and blasting shall be limited to the property bounded and described as follows and shown on Exhibit D:

All that part of the Northeast Quarter (NE ¼), Southeast Quarter (SE ¼), Southwest Quarter (SW ¼) and Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) of Section 20, Town 8 North, Range 20 East, Village of Lannon, Waukesha County, Wisconsin bounded and described as follows: Commencing at the Northwest corner of the Northeast Quarter (NE ¼) of Section 20 being marked by a concrete monument with brass cap; thence South 00°08'18" West along the west line of said Northeast Quarter (NE ¼) 300.05 feet to the place of beginning of the lands where blasting and crushing activity is permitted; thence North 89°02'35" East 6.04 feet along a line 300.00 feet south of and parallel to the north line of the Northwest Quarter (NW ¼) of Section 20; thence North 88°55'43" East 1525.29 feet along a line 300.00 feet south of and parallel to the north line of the Northeast Quarter (NE ¼) of said Section 20; thence South 00°06'21" West 1024.34 feet; thence continuing South 00°06'21" West 230.00 feet; thence Southwesterly 366.00 feet along the arc of a curve of radius 230.00 feet, center lies to the west, chord bears South 44°31'02" West 328.59 feet; thence South 00°04'50" West 614.57 feet; thence South 88°52'21" West 1302.81 feet to the west line of the Northeast Quarter (NE ¼) of said Section 20; thence North 00°08'18" East along said west line 2100.21 feet to the place of beginning. Containing a net area of 70.3276 acres of land.

Blasting is allowed on all lands described as follows and shown on Exhibit C:

All that part of the Northeast Quarter (NE ¼) and Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) and all that part of the Northeast Quarter (NE ¼), Northwest Quarter (NW ¼), Southeast Quarter (SE ¼) and Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of Section 20, Town 8 North, Range 20 East, Village of Lannon, Waukesha County, Wisconsin bounded and described as follows: Commencing at the Northwest corner of the Northwest Quarter (NW ¼) of Section 20; being marked by a concrete monument with a brass cap; thence North 89°02'35" East along the north line of said Northwest Quarter (NW ¼) 1733.63 feet; thence South 02°09'25" East 150.03 feet to the point of beginning of the lands on which blasting is to be allowed; thence

North 89°02'35" East 869.31 feet along a line 150.00 feet south of and parallel to the north line of said Northwest Quarter (NW ¼); thence North 88°55'43" East 739.85 feet along a line 150.00 feet south of and parallel to the north line of the Northeast Quarter (NE ¼) of said Section 20; thence South 00°11'21" West 150.00 feet; thence North 88°55'43" East 788.59 feet; thence South 00°06'21" West 1024.43 feet; thence continuing South 00°06'21" West 230.00 feet; thence southwesterly 366.00 feet along the arc of a curve of radius 230.00 feet, center lies to the west, chord bears South 44°31'02" West 328.59 feet; thence South 00°04'50" West 614.57 feet; thence South 88°52'23" West 1302.81 feet on a line 250.00 feet north of and parallel to the south line of the Northeast Quarter (NE ¼) of Section 20; thence North 00°08'18" East 369.06 feet on the west line of said Northeast Quarter (NE ¼) of said Section 20; thence South 75°44'21" West 56.90 feet; thence South 89°52'30" West 41.74 feet; thence South 72°35'46" West 65.35 feet; thence South 27°31'01" West 39.12 feet; thence South 10°56'00" West 43.82 feet; thence North 72°50'56" West 9.50 feet; thence South 64°54'08" West 33.43 feet; thence South 89°03'02" West 92.98 feet; thence North 81°57'10" West 10.34 feet; thence South 71°40'16" West 5.42 feet; thence South 89°03'02" West 308.31 feet; thence North 70°35'12" West 0.81 feet; thence North 74°21'34" West 21.40 feet; thence North 34°10'00" West 6.53 feet; thence North 19°46'57" West 48.57 feet; thence North 22°03'24" West 60.12 feet; thence North 47°37'38" West 33.78 feet; thence North 20°45'51" West 57.23 feet; thence North 62°32'23" West 51.16 feet; thence North 15°44'19" West 26.61 feet; thence North 04°56'42" West 55.77 feet; thence North 12°31'53" West 0.26 feet; thence North 00°19'36" East 81.99 feet; thence North 11°46'19" East 10.06 feet; thence North 29°08'01" West 4.06 feet; thence North 00°19'36" East 26.75 feet; thence North 49°05'59" East 32.57 feet; thence North 34°06'20" West 43.33 feet; thence North 00°19'36" East 4.01 feet; thence North 33°32'28" East 34.46 feet; thence North 02°57'18" West 39.78 feet; thence North 04°29'00" East 70.94 feet; thence North 27°26'03" West 60.82 feet; thence North 63°51'18" West 49.04 feet; thence South 84°28'26" West 43.14 feet; thence North 82°45'16" West 6.40 feet; thence North 00°19'36" East 1306.83 feet; thence North 89°02'35" East 37.07 feet on a line 150.00

feet south of and parallel to the north line of the Northwest Quarter (NW ¼) of said Section to the place of beginning. Containing a net area of 111.9286 acres of land.

In addition, quarrying limited to blasting for building stone and landscape stone, shall be allowed within 250 feet of neighboring lands in the areas described in Exhibit A. - lands which were approved for quarrying activities and blasting by a conditional use grant in 2008.

Operator agrees to provide the following documentation to the Village no later than December 31, 2012: a certified survey map which (1) delineates and legally describes the entire lands owned by the Dawson Family in the Village of Lannon, (2) delineates and legally describes the areas where crushing and blasting are allowed under this Plan of Operation, (3) delineates and legally describes the areas where only blasting is allowed under this Plan of Operation, and (4) delineates and legally describes the applicable setbacks for the entire lands owned by the Dawson Family. Operator additionally agrees to provide, prior to execution of this Plan of Operation, a prepaid contract with an engineering firm to provide the above detailed certified survey map and corresponding legal descriptions.

10. Blasts will be scheduled to be detonated between the hours of 10:30 a.m. and 1:30 p.m. on days when the wind direction and weather conditions are most favorable to lessen the shock and noise. Blasting will be limited to Monday through Friday but not more than four days each week.

11. Hours of Operation. No quarrying operations, except loading and checkout of trucks for delivery, shall begin before 6:00 A.M. No quarrying operations shall continue after 6:00 P.M., Monday through Friday, and shall not continue after 2:00 P.M. on Saturday. There shall be no quarrying operations on Sunday or legal holidays.

12. Blasting shall be further regulated:



- (a) All blasting will be done with machine regulated sequences so that the charges are detonated in sequence rather than simultaneously to lessen the effect of the shock and noise.
- (b) The blasting will be so regulated as to absolutely safeguard all adjoining property owners from ever being subject to a barrage of flying stone or rock.
- (c) In the event increased legitimate citizen complaints are received relating to blasting, the Village and Lannon Stone Products will more closely scrutinize and regulate the blasting.

13. (a) The depth of the quarry operator's quarry pursuant to the prior Plan of Operation which was last amended in 1989 and updated in 1991 and 1993 updated from time to time was limited to approximately 720 feet above sea level, 1929 adjustment. It is the intent of the parties that the operator be able to operate at approximately 720 feet above sea level, except for a sump hole or holes not exceeding two (2) in number, which sump holes shall be reasonable in size to collect water entering the quarry. The ultimate depth of the quarry shall be limited as reasonably agreed between the quarry operator and the Lannon Village Board.

(b) Any well within guarantee limits as depicted on EXHIBIT F which develops verified lower static water levels and decreased reliable capacity, because of the lowering of either the Halquist or Lannon Stone quarry, or for no apparent reason, shall be repaired or reconstructed by Halquist and Lannon Stone, as their joint and several obligation, without involving the Village. In that the quarries have taken on the responsibility of repairing wells within the guarantee limits when there is no apparent reason, prior to the quarries having the obligation to pay or reimburse for such repairs, the quarries shall have the right to determine if the failure was due to a reason unrelated to the quarries' operations. Therefore, the obligation to repair and reconstruct hereunder is contingent upon the well owner first providing notice to the Operator and affording the Operator or its designees the opportunity to inspect the well. Further, the obligation to repair and reconstruct is contingent upon a finding that the well failure was due to the operations of either quarry or for no apparent reason. In addition, if the water quality of a

particular well within the well guarantee limits as depicted on EXHIBIT F is adversely affected, except by bacteria or suffer content, to the extent that water therein is unsafe for human consumption or otherwise affect such that a person of ordinary sensitivities would be unable to utilize the water from such well, repairs to the water system shall be made immediately and paid for under the fund established herein if the blasting operations of quarry operator cause such damage. In any situation in which Halquist and Lannon Stone have the obligation to repair or reconstruct a well, they shall provide the owner or occupant of the site with potable drinking water in quantities reasonably necessary for consumption by the owner, occupant and all residents of the dwelling. In addition, Halquist and Lannon Stone shall reimburse the owner or occupant for all reasonable costs arising as a consequence of the loss or inability to use the well until such time as the well is repaired or reconstructed. As respects any wells that are repaired or reconstructed by Halquist and Lannon Stone, a report shall be furnished to the Village within seven days of completion of repair or reconstruction providing the following information:

- (1) The nature of the problem which was encountered;
- (2) When Halquist or Lannon Stone was advised of such problem;
- (3) What was done to correct the problem;
- (4) When such work was completed
- (5) A copy of the repair invoice if work was done.

(c) Halquist and Lannon Stone shall, from time to time, upon request of the other party or the Village, furnish evidence to the requesting party, that it has on deposit in a bank or other savings institution in the Milwaukee Metropolitan Area the sum of \$20,000 (which may be in the form of an interest bearing savings account or a six-month (or less) certificate of deposit or treasury bill), standing as security for its obligations to repair or replace owners' wells and for that purpose only. Interest from such fund may be withdrawn by the party depositing the same but the principal shall not be withdrawn without the prior written consent of the Village. If, for any reason, the

parties do not immediately and promptly perform their obligations as set forth in preceding subparagraph (b), an independent well specialist may perform the same and may withdraw such amounts from said funds (withdrawing equally from the funds deposited by each of the parties) as may be necessary to compensate the independent well specialist for the reasonable cost incurred by him in performing such obligations. Each party shall immediately thereafter restore its fund so that said fund always contains \$20,000. Quarry operator shall present to the Village a statement or agreement from the institution utilized for the purposes set forth herein evidencing that this fund cannot be withdrawn by quarry operator without the consent of the Village. Such consent, however, will not be unreasonably withheld. If either Halquist or Lannon Stone is unable or refuses to perform its obligations under this subparagraph (c), such party shall forthwith surrender to the Village all permits relating to blasting, crushing or other quarry operations, and shall cease doing such business. Such surrender and cessation, however, shall not discharge said party from any obligations under this paragraph 13, attributable to any act or omission occurring prior to such surrender and cessation.

(d) Halquist and Lannon Stone shall each provide a certificate of liability insurance to the Village providing evidence that such party has liability insurance with limits of at least \$1 million.

(e) Halquist and Lannon Stone shall each work with the Village Engineer and Quarry Committee to analyze blasting procedures to ascertain whether vibration and air blasts can be minimized.

(f) Halquist and Lannon Stone agree among themselves (without, however, affecting in any manner their obligations to the Village) that as to the obligations set forth in subparagraph (b) hereof, they may agree in individual or shared responsibility for well repairs and/or renovation.

(g) To identify possible changes in the hydraulic condition of the rock being quarried, which changes could result in decreases in water levels in surrounding wells, Operator authorizes the Village to, at the Village's expense, install flow meters or other devices to measure such devices monthly or on whatever basis it deems appropriate.

Recognizing that water enters the quarry from other sources, the Operator also authorizes the Village to, at its expense, measure or otherwise obtain data respecting amounts of precipitation in the immediate area of the quarry, water flowing into the quarry from adjacent quarry sites, water flowing into the quarry from adjacent non-quarry sites, water flowing into the quarry from Operator's crushing operations, and water flowing into the quarry from any other source or sources.

14. Lannon Stone Products, Inc. agrees to maintain the berm bank along Good Hope Road.

15. The road from the scales to Good Hope Road shall continue to be paved and maintained by quarry operator with bituminous concrete, with sufficient turning area so that trucks will not have to go on the shoulders of the road. Quarry operator will sweep its driveway and exit roadway as often as necessary to keep it clean and free of excessive airborne dust using a street sweeper approved by the Village Engineer. Operator shall also sweep built up dust on West Good Hope Road where its trucks exit as often as necessary to keep excessive airborne dust to a minimum.

16. Quarry operator shall produce normal crushed material. However, fine material such as agricultural lime and mason sand are not to be produced.

17. The dust control equipment on the drill rig shall be maintained in good operating condition and shall be used on the drill rig to minimize the dust unless waived by the Village Engineer.

18. Quarry operator has installed a dust suppressant system. Quarry operator agrees to operate and maintain such dust suppressant system. In the event that for any reason such dust suppressant system is not operable, whether due to mechanical failure or weather conditions, making such system inoperable, quarry operator shall close down crushing operations at the Lannon quarry until such system becomes operable.

19. The location of the quarry limits, the location of adjacent residential properties, and the depth of the quarry is known and reflected by EXHIBIT E on file with the Village. On June 30th and December 31st of each year this Agreement is in effect, such information, including a statement that the operational level is consistent with Paragraph 13 of this Agreement, shall be updated and certified by a Civil

Engineer or similar expert. An affidavit as to such by operator shall satisfy these requirements.

20. Quarry operator agrees to abide by all of the terms and conditions of this Agreement and the Village of Lannon ordinances as may be validly enacted. In the event of any alleged breach, the Village shall notify quarry operator, and compliance within a reasonable time shall be required upon receipt of such notice.

In the event of any breach which is not corrected after receipt of such notice, the Village may proceed in the manner provided by law to enforce such ordinance or ordinances and such covenants by means of a proceeding at law or in equity to revoke the crushing permit, obtain injunctive relief, damage or forfeitures, or such other relief as the Village may deem appropriate. If the Village shall proceed to enforce such ordinance or ordinances and such covenants, and if the Village shall prevail in said proceedings, quarry operator agrees to pay to the Village all of the necessary actual costs in bringing said action in addition to any other relief that the Village may be granted.

In the event the Village is named as a defendant in any litigation as a result of its granting a blasting and crushing permit to Lannon Stone Products, Inc., the said quarry operator shall, in connection therewith, defend and indemnify the Village.

This plan of operation shall terminate at such time as the quarrying activities of Lannon Stone Products, Inc. terminate and it surrenders its quarrying permit or fails to apply for a renewal thereof.

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Dated this 20<sup>th</sup> day of August, 2012.

GRANTEE  
LANNON STONE PRODUCTS, INC.

By: [Signature]

By: \_\_\_\_\_

VILLAGE OF LANNON

By: [Signature]  
Jerry Newman, Village President

ATTEST  
[Signature]  
James J. Lamb, Village Clerk

State of Wisconsin }  
                                  } ss.  
County of Waukesha }

Personally came before me this 20 day of Aug 2012, the above named  
\_\_\_\_\_ who executed the foregoing instrument by its  
authority and on its behalf and acknowledged the same.

[Signature]  
Notary Public, State of Wisconsin  
My commission: 11-9-14

List of Exhibits

Exhibit A – Map and legal description of the Acquired Heitman Farm (For which the Conditional Use Permit Applies)

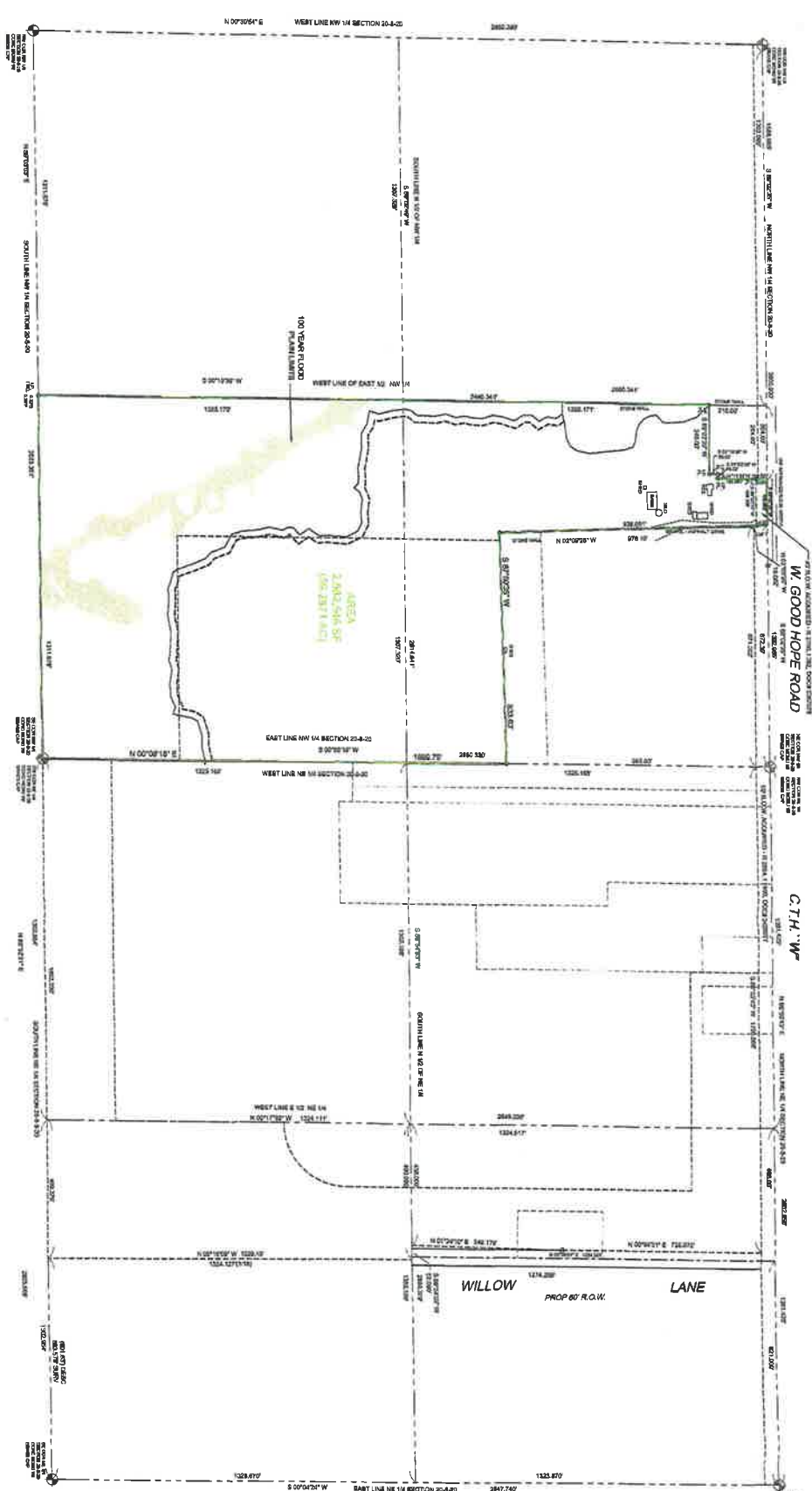
Exhibit B – Map and legal description outlining all Dawson Trust Land in the Village of Lannon

Exhibit C – Map and legal description outlining all “Lands for Blasting”

Exhibit D – Map and legal description outlining all “Land for Blasting and Crushing”

Exhibit E – Map and legal description outlining all Dawson Trust Land in the Village of Lannon (Aerial Photo)

Exhibit F – Map of the Well Guarantee Limits



GRAPHIC SCALE  
1" = 100 FT  
1" = 200 FT

*See the next page of  
for a legible copy of  
this legal description*



**EXHIBIT A**

EXHIBIT - HEITMANN FARM SUBJECT TO CONDITIONAL USE PERMIT  
FOR LAMMON STONE PRODUCTS  
PART OF NE 1/4 & NW 1/4 SECTION 20, T2N, R20E  
VILLAGE OF LAMMON, WAUKESHA COUNTY, WI.



Legal Description  
RE: Heitman Farm:

All that part of the East Half (E ½) of the Northwest Quarter (NW ¼) of Section 20, Town 8 North, Range 20 East, Village of Lannon, Waukesha County, Wisconsin bounded and described as follows: Commencing at the Northwest corner of the Northwest Quarter (NW ¼) of Section 20; thence North 89°02'35" East along the North line of said Northwest Quarter (NW ¼) 1302.965 feet; thence South 00°19'36" West along the West line of the East Half (E ½) of said Northwest Quarter (NW ¼) 210.00 feet to the place of beginning of the lands herein to be described; thence South 00°19'36" West along said West line 2440.35 feet; thence North 89°03'03" East along the south line of said Northwest Quarter (NW ¼) 1311.675 feet to the Southeast corner of said Northwest Quarter (NW ¼); thence North 00°08'18" East along the East line of said Northwest Quarter (NW ¼) 1689.75 feet; thence South 87°50'35" West 833.63 feet; thence North 02°09'25" West 978.10 feet; thence South 89°02'35" West along the North line of said Northwest Quarter (NW ¼) 166.665 feet; thence South 00°19'36" West 180.00 feet; thence South 89°02'35" West 15.00 feet; thence South 00°19'36" West 30.00 feet; thence South 89°02'35" West 249.00 feet to the place of beginning. Containing a net area of 59.2871 acres of land.

Dated January 9, 2012



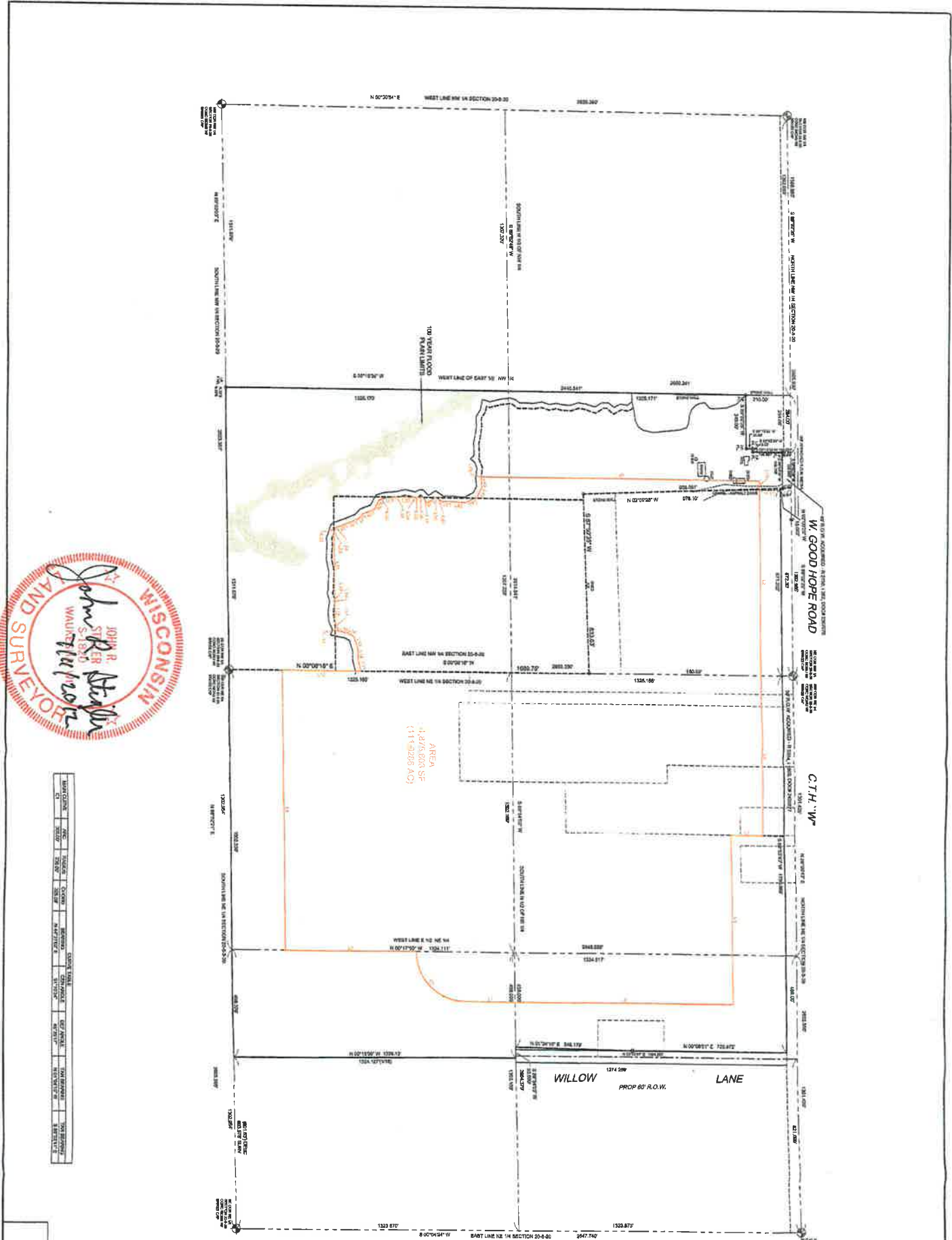
FOR: J. DALE & GUNDRUN DAWSON  
RE: PROPERTY IN VILLAGE OF LANNON

LEGAL DESCRIPTION:

All that part of the Northeast Quarter (NE ¼) and Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) and all that part of the Northeast Quarter (NE ¼), Northwest Quarter (NW ¼), Southeast Quarter (SE ¼) and Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of Section 20, Town 8 North, Range 20 East, Village of Lannon, Waukesha County, Wisconsin, bounded and described as follows: Commencing at the northwest corner of said Northwest Quarter (NW ¼); thence North 89°02'35" East along the northerly line of said Northwest Quarter (NW ¼) 1566.965 feet; thence South 00°19'36" West 40.01 feet to the place of beginning of the land to be described; thence South 00°19'36" West 139.991 feet; thence South 89°02'35" West 15.000 feet; thence South 00°19'36" West 30.00 feet; thence South 89°02'35" West 249.00 feet to a point on the west line of the East Half (E ½) of said Northwest Quarter (NW ¼); thence South 00°19'36" West along said west line 2440.341 feet to a point on the south line of said Northwest Quarter (NW ¼); thence North 89°03'03" East along said south line 1311.676 feet to the southeast corner of said Northwest Quarter (NW ¼); thence North 88°52'21" East along the south line of the Northeast Quarter (NE ¼) of said Section 20, 1802.330 feet to a point South 88°52'21" West 803.578 feet from the southeast corner of said Northeast Quarter (NE ¼); thence North 00°15'09" West 1329.100 feet; thence South 88°54'03" West 52.000 feet; thence North 01°24'10" East 548.178 feet to a point on the westerly right-of-way line of Willow Lane; thence North 00°06'21" East along said westerly right-of-way line 725.972 feet to a point on the southerly right-of-way line of W. Good Hope Road, C.T.H. "W"; thence South 88°55'43" West along said southerly right-of-way line, 1750.866 feet; thence South 89°02'35" West along said southerly right-of-way line 871.302 feet; thence North 02°09'25" West along a jog in said right-of-way 10.002 feet; thence South 89°02'35" West along said southerly right-of-way line 168.399 feet to the place of beginning; containing 182.9404 acres of land.

REFERENCE BEARING: The North line of the Northeast Quarter (NE ¼) of Section 20, Town 8 North, Range 20 East, is used as the Reference Bearing and has a described bearing of N88°55'43"E per the Wisconsin State Plane Coordinate System (South Zone).

January 9, 2012



FUNCTION	NO.	DATE	BY	REVISION
1	1	11/19/12	JRS	INITIAL SETTING

LINE	LENGTH	BEARING	AREA
1	1322.872	N 02°25'41\"/>	

REPERE THE BARRIERS. The North line of the Subdivided Quarter (NE 1/4) of Section 20, Township 20N, Range 20E, is used as the reference line and has a recorded bearing of N 02°25'41\"/>

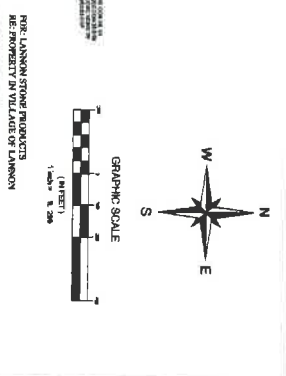


EXHIBIT C  
FOR: LANNON STONE PRODUCTS  
PART OF NE 1/4 & NW 1/4 SECTION 20, 19N RANGE  
VILLAGE OF LANNON, WAUKESHA COUNTY, WI.

See the next page for a legible copy of this legal description

For: Lannon Stone Products  
Re: Land for Blasting Activity

Legal Description: All that part of the Northeast Quarter (NE ¼) and Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) and all that part of the Northeast Quarter (NE ¼), Northwest Quarter (NW ¼), Southeast Quarter (SE ¼) and Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of Section 20, Town 8 North, Range 20 East, Village of Lannon, Waukesha County, Wisconsin bounded and described as follows: Commencing at the Northwest corner of the Northwest Quarter (NW ¼) of Section 20; being marked by a concrete monument with a brass cap; thence North 89°02'35" East along the north line of said Northwest Quarter (NW ¼) 1733.63 feet; thence South 02°09'25" East 150.03 feet to the point of beginning of the lands on which blasting is to be allowed; thence North 89°02'35" East 869.31 feet along a line 150.00 feet south of and parallel to the north line of said Northwest Quarter (NW ¼); thence North 88°55'43" East 739.85 feet along a line 150.00 feet south of and parallel to the north line of the Northeast Quarter (NE ¼) of said Section 20; thence South 00°11'21" West 150.00 feet; thence North 88°55'43" East 788.59 feet; thence South 00°06'21" West 1024.43 feet; thence continuing South 00°06'21" West 230.00 feet; thence southwesterly 366.00 feet along the arc of a curve of radius 230.00 feet, center lies to the west, chord bears South 44°31'02" West 328.59 feet; thence South 00°04'50" West 614.57 feet; thence South 88°52'23" West 1302.81 feet on a line 250.00 feet north of and parallel to the south line of the Northeast Quarter (NE ¼) of Section 20; thence North 00°08'18" East 369.06 feet on the west line of said Northeast Quarter (NE ¼) of said Section 20; thence South 75°44'21" West 56.90 feet; thence South 89°52'30" West 41.74 feet; thence South 72°35'46" West 65.35 feet; thence South 27°31'01" West 39.12 feet; thence South 10°56'00" West 43.82 feet; thence North 72°50'56" West 9.50 feet; thence South 64°54'08" West 33.43 feet; thence South 89°03'02" West 92.98 feet; thence North 81°57'10" West 10.34 feet; thence South 71°40'16" West 5.42 feet; thence South 89°03'02" West 308.31 feet; thence North 70°35'12" West 0.81 feet; thence North 74°21'34" West 21.40 feet; thence North 34°10'00" West 6.53 feet; thence North 19°46'57" West 48.57 feet; thence North 22°03'24" West 60.12 feet; thence North 47°37'38" West 33.78 feet; thence North 20°45'51" West 57.23 feet; thence North 62°32'23" West 51.16 feet; thence North 15°44'19" West 26.61 feet; thence North 04°56'42" West 55.77 feet; thence North 12°31'53" West 0.26 feet; thence North 00°19'36" East 81.99 feet; thence North 11°46'19" East 10.06 feet; thence North 29°08'01" West 4.06 feet; thence North 00°19'36" East 26.75 feet; thence North 49°05'59" East 32.57 feet; thence North 34°06'20" West 43.33 feet; thence North 00°19'36" East 4.01 feet; thence North 33°32'28" East 34.46 feet; thence North 02°57'18" West 39.78 feet; thence North 04°29'00" East 70.94 feet; thence North 27°26'03" West 60.82 feet; thence North 63°51'18" West 49.04 feet; thence South 84°28'26" West 43.14 feet; thence North 82°45'16" West 6.40 feet; thence North 00°19'36" East 1306.83 feet; thence North 89°02'35" East 37.07 feet on a line 150.00 feet south of and parallel to the north line of the Northwest Quarter (NW ¼) of said Section to the place of beginning. Containing a net area of 111.9286 acres of land.



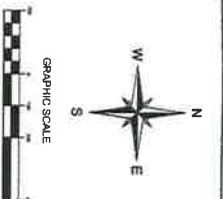
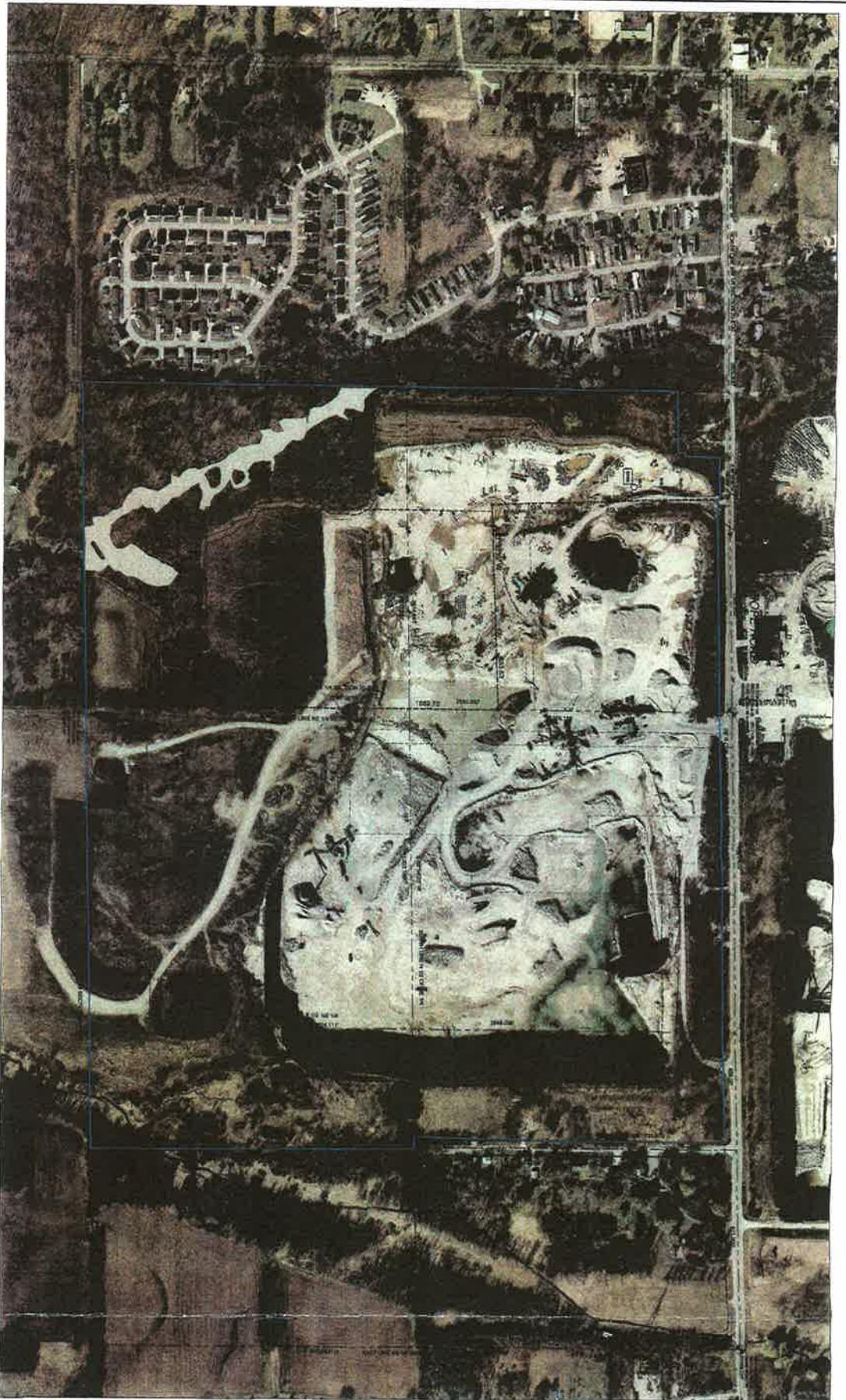
For: Lannon Stone Products

Re: Land for Blasting and Crushing Activity

Legal Description: All that part of the Northeast Quarter (NE ¼), Southeast Quarter (SE ¼), Southwest Quarter (SW ¼) and Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) of Section 20, Town 8 North, Range 20 East, Village of Lannon, Waukesha County, Wisconsin bounded and described as follows: Commencing at the Northwest corner of the Northeast Quarter (NE ¼) of Section 20 being marked by a concrete monument with brass cap; thence South 00°08'18" West along the west line of said Northeast Quarter (NE ¼) 300.05 feet to the place of beginning of the lands where blasting and crushing activity is permitted; thence North 89°02'35" East 6.04 feet along a line 300.00 feet south of and parallel to the north line of the Northwest Quarter (NW ¼) of Section 20; thence North 88°55'43" East 1525.29 feet along a line 300.00 feet south of and parallel to the north line of the Northeast Quarter (NE ¼) of said Section 20; thence South 00°06'21" West 1024.34 feet; thence continuing South 00°06'21" West 230.00 feet; thence Southwesterly 366.00 feet along the arc of a curve of radius 230.00 feet, center lies to the west, chord bears South 44°31'02" West 328.59 feet; thence South 00°04'50" West 614.57 feet; thence South 88°52'21" West 1302.81 feet to the west line of the Northeast Quarter (NE ¼) of said Section 20; thence North 00°08'18" East along said west line 2100.21 feet to the place of beginning. Containing a net area of 70.3276 acres of land.

Date: January 9, 2012

POOR ORIGINAL



FOR: LANNON STONE PRODUCTS  
RE: SECTION 20, T8N, R20E

PROJECT NO. 11010308 BY J. LANNON

DATE: 02/02/2011

*See the next page of A for a legible copy of this legal description*



**EXHIBIT E**

PLAT OF SURVEY  
FOR: LANNON STONE PRODUCTS  
PART OF NE 1/4 & NW 1/4 SECTION 20, T8N, R20E  
VILLAGE OF LANNON, WAUKESHA COUNTY, WI.



FOR: J. DALE & GUNDRUN DAWSON  
RE: PROPERTY IN VILLAGE OF LANNON

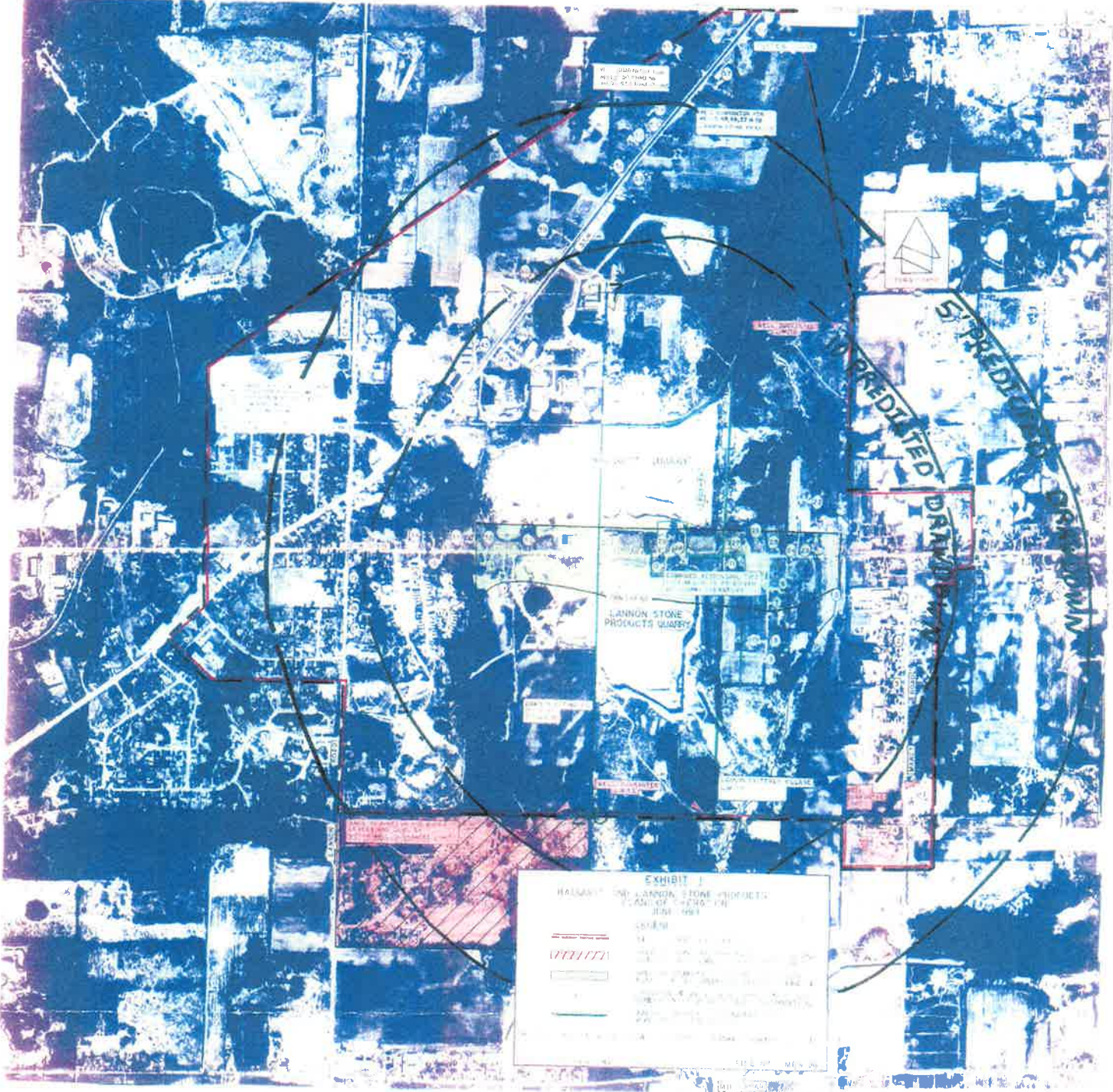
LEGAL DESCRIPTION:

All that part of the Northeast Quarter (NE ¼) and Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) and all that part of the Northeast Quarter (NE ¼), Northwest Quarter (NW ¼), Southeast Quarter (SE ¼) and Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of Section 20, Town 8 North, Range 20 East, Village of Lannon, Waukesha County, Wisconsin, bounded and described as follows: Commencing at the northwest corner of said Northwest Quarter (NW ¼); thence North 89°02'35" East along the northerly line of said Northwest Quarter (NW ¼) 1566.965 feet; thence South 00°19'36" West 40.01 feet to the place of beginning of the land to be described; thence South 00°19'36" West 139.991 feet; thence South 89°02'35" West 15.000 feet; thence South 00°19'36" West 30.00 feet; thence South 89°02'35" West 249.00 feet to a point on the west line of the East Half (E ½) of said Northwest Quarter (NW ¼); thence South 00°19'36" West along said west line 2440.341 feet to a point on the south line of said Northwest Quarter (NW ¼); thence North 89°03'03" East along said south line 1311.676 feet to the southeast corner of said Northwest Quarter (NW ¼); thence North 88°52'21" East along the south line of the Northeast Quarter (NE ¼) of said Section 20, 1802.330 feet to a point South 88°52'21" West 803.578 feet from the southeast corner of said Northeast Quarter (NE ¼); thence North 00°15'09" West 1329.100 feet; thence South 88°54'03" West 52.000 feet; thence North 01°24'10" East 548.178 feet to a point on the westerly right-of-way line of Willow Lane; thence North 00°06'21" East along said westerly right-of-way line 725.972 feet to a point on the southerly right-of-way line of W. Good Hope Road, C.T.H. "W"; thence South 88°55'43" West along said southerly right-of-way line, 1750.866 feet; thence South 89°02'35" West along said southerly right-of-way line 871.302 feet; thence North 02°09'25" West along a jog in said right-of-way 10.002 feet; thence South 89°02'35" West along said southerly right-of-way line 168.399 feet to the place of beginning; containing 182.9404 acres of land.

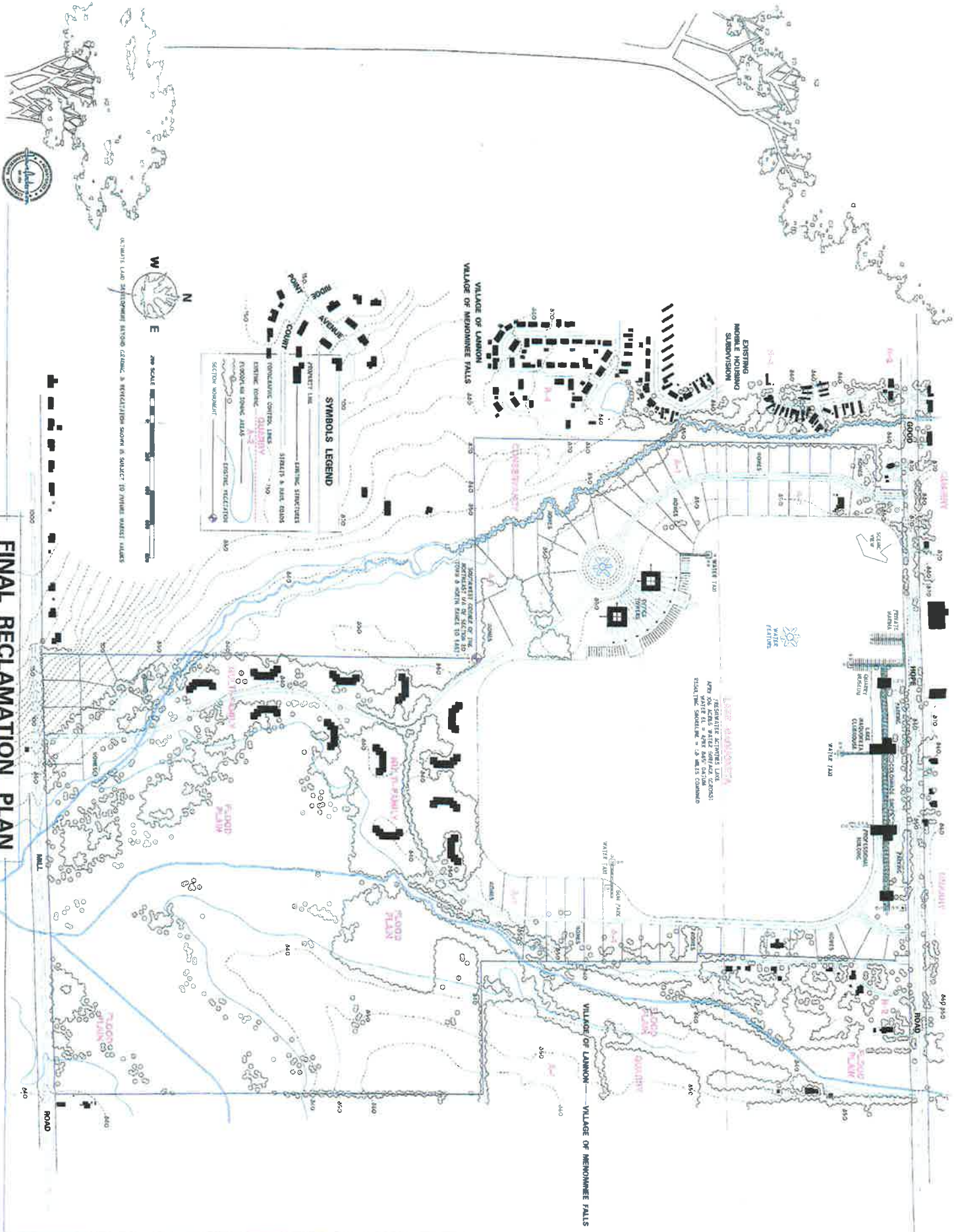
REFERENCE BEARING: The North line of the Northeast Quarter (NE ¼) of Section 20, Town 8 North, Range 20 East, is used as the Reference Bearing and has a described bearing of N88°55'43"E per the Wisconsin State Plane Coordinate System (South Zone).

January 9, 2012

POOR ORIGINAL



7



**FINAL RECLAMATION PLAN**

Other Offices Located In:  
 One Henry Creek Corporate Center  
 103 South 84th Street, Suite 401  
 Milwaukee, Wisconsin 53214-1170  
 Telephone (414) 258-7900  
 Fax (414) 258-0637  
 www.graef.com

**GRAEF ANHALT SCHLOEMER and Associates Inc.**

PROJECT NUMBER: M17001/20020345  
 DATE: 03/03/04  
 DRAWING: 21\_418\_03  
 SCALE: AS SHOWN  
 PROJECT LOCATION: 204





For: Lannon Stone Products  
Re: Land for Blasting Activity

Legal Description: All that part of the Northeast Quarter (NE ¼) and Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) and all that part of the Northeast Quarter (NE ¼), Northwest Quarter (NW ¼), Southeast Quarter (SE ¼) and Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of Section 20, Town 8 North, Range 20 East, Village of Lannon, Waukesha County, Wisconsin bounded and described as follows: Commencing at the Northwest corner of the Northwest Quarter (NW ¼) of Section 20; being marked by a concrete monument with a brass cap; thence North 89°02'35" East along the north line of said Northwest Quarter (NW ¼) 1733.63 feet; thence South 02°09'25" East 150.03 feet to the point of beginning of the lands on which blasting is to be allowed; thence North 89°02'35" East 869.31 feet along a line 150.00 feet south of and parallel to the north line of said Northwest Quarter (NW ¼); thence North 88°55'43" East 739.85 feet along a line 150.00 feet south of and parallel to the north line of the Northeast Quarter (NE ¼) of said Section 20; thence South 00°11'21" West 150.00 feet; thence North 88°55'43" East 788.59 feet; thence South 00°06'21" West 1024.43 feet; thence continuing South 00°06'21" West 230.00 feet; thence southwesterly 366.00 feet along the arc of a curve of radius 230.00 feet, center lies to the west, chord bears South 44°31'02" West 328.59 feet; thence South 00°04'50" West 614.57 feet; thence South 88°52'23" West 1302.81 feet on a line 250.00 feet north of and parallel to the south line of the Northeast Quarter (NE ¼) of Section 20; thence North 00°08'18" East 369.06 feet on the west line of said Northeast Quarter (NE ¼) of said Section 20; thence South 75°44'21" West 56.90 feet; thence South 89°52'30" West 41.74 feet; thence South 72°35'46" West 65.35 feet; thence South 27°31'01" West 39.12 feet; thence South 10°56'00" West 43.82 feet; thence North 72°50'56" West 9.50 feet; thence South 64°54'08" West 33.43 feet; thence South 89°03'02" West 92.98 feet; thence North 81°57'10" West 10.34 feet; thence South 71°40'16" West 5.42 feet; thence South 89°03'02" West 308.31 feet; thence North 70°35'12" West 0.81 feet; thence North 74°21'34" West 21.40 feet; thence North 34°10'00" West 6.53 feet; thence North 19°46'57" West 48.57 feet; thence North 22°03'24" West 60.12 feet; thence North 47°37'38" West 33.78 feet; thence North 20°45'51" West 57.23 feet; thence North 62°32'23" West 51.16 feet; thence North 15°44'19" West 26.61 feet; thence North 04°56'42" West 55.77 feet; thence North 12°31'53" West 0.26 feet; thence North 00°19'36" East 81.99 feet; thence North 11°46'19" East 10.06 feet; thence North 29°08'01" West 4.06 feet; thence North 00°19'36" East 26.75 feet; thence North 49°05'59" East 32.57 feet; thence North 34°06'20" West 43.33 feet; thence North 00°19'36" East 4.01 feet; thence North 33°32'28" East 34.46 feet; thence North 02°57'18" West 39.78 feet; thence North 04°29'00" East 70.94 feet; thence North 27°26'03" West 60.82 feet; thence North 63°51'18" West 49.04 feet; thence South 84°28'26" West 43.14 feet; thence North 82°45'16" West 6.40 feet; thence North 00°19'36" East 1306.83 feet; thence North 89°02'35" East 37.07 feet on a line 150.00 feet south of and parallel to the north line of the Northwest Quarter (NW ¼) of said Section to the place of beginning. Containing a net area of 111.9286 acres of land.

## **2. Property Deeds**

1012 OCT 15 08

State Bar of Wisconsin Form 3-2003

QUIT CLAIM DEED

Document Name



WC3700020-002

3700020  
REGISTER'S OFFICE  
WAUKESHA COUNTY, WI  
RECORDED ON

10-15-2009 3:10 PM

JAMES R. BEHREND  
REGISTER OF DEEDS

REC. FEE: 6.00  
REC. FEE-CO: 5.00  
REC. FEE-ST: 2.00  
TRAN. FEE: 849.60  
TRAN. FEE-STAT: 3398.40  
PAGES: 2

THIS DEED, made between Gudrun Dawson

("Grantor," whether one or more), and Virgil Dawson or his successors as trustee of the Dawson Trust

("Grantee," whether one or more).  
Grantor quit claims to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Waukesha County, State of Wisconsin ("Property") (if more space is needed, please attach addendum):

See attached Exhibit A.

Recording Area

Name and Return Address

Karla S. Wyse  
Reinhart Boerner Van Deuren s.c.  
P.O. Box 2965  
Milwaukee, WI 53201-2965

LANV 0077 993 003

LANV 0077 093 002

Parcel Identification Number (PIN)

This is not homestead property.  
(ix) (is not)

TRANSFER  
\$4,248.00  
FEE

Dated this 9 day of September, 2009

Gudrun Dawson (SEAL)  
\* Gudrun Dawson (SEAL)

\_\_\_\_\_  
\* \_\_\_\_\_ (SEAL)

**AUTHENTICATION**  
Signature(s) \_\_\_\_\_  
authenticated on \_\_\_\_\_

TITLE: MEMBER STATE BAR OF WISCONSIN  
(If not, \_\_\_\_\_  
authorized by Wis. Stat. § 706.06)

THIS INSTRUMENT DRAFTED BY:  
Jennifer R. D'Amato  
Reinhart Boerner Van Deuren s.c.

**ACKNOWLEDGMENT**  
STATE OF WISCONSIN

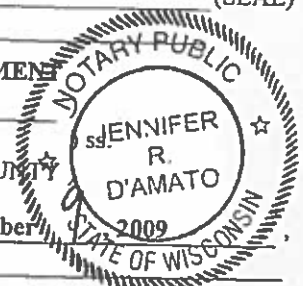
MILWAUKEE COUNTY

Personally came before me on September  
the above-named Gudrun Dawson

to me known to be the person(s) who executed the foregoing instrument and acknowledged the same

Notary Public, State of WISCONSIN

My commission (is permanent) (expires: \_\_\_\_\_)



(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATION TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

QUIT CLAIM DEED

\*Type name below signatures.

©2003 STATE BAR OF WISCONSIN

FORM NO. 3-2003

INFO-PRO™ Legal Forms • (800)655-2021 • info@proforms.com

**EXHIBIT A**

All of my right, title and interest in the following parcel:

Lot 1 of Certified Survey Map No. 10,349 recorded on February 16, 2007 in the Office of the Register of Deeds as Document No. 3458892, Part of the NW 1/4, NE 1/4, SE 1/4 and SW 1/4 of the NE 1/4 and NE 1/4 and SE 1/4 of the NW 1/4 of Section 20, Town 8 North, Range 20 East, Village of Lannon, Waukesha County, Wisconsin.

Excepting therefrom the land conveyed by warranty deed from J. Dale Dawson and Gudrun E. Dawson, husband and wife, to Waukesha County, recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin on March 4, 1999 as Document No. 2425977.

Tax Key Nos.:

LANV 0077 993 003

LANV 0077 093 002



09/01/09 OCT 15 8

State Bar of Wisconsin Form 7-2003

TRUSTEE'S DEED

Document Name



WC3700019-002

3702019

REGISTER'S OFFICE  
WAUKESHA COUNTY, WI  
RECORDED ON

10-15-2009 3:10 PM

JAMES R. BEHREND  
REGISTER OF DEEDS

REC. FEE: 6.00  
REC. FEE-CO: 5.00  
REC. FEE-ST: 2.00  
TRAN. FEE:  
TRAN. FEE-STATE:  
PAGES: 2

THIS DEED, made between Gudrun Dawson

as Trustee of Dale and Gudrun Dawson Joint Revocable Trust

("Grantor," whether one or more), and Gudrun Dawson

("Grantee," whether one or more).

Grantor conveys to Grantee, without warranty, the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Waukesha County, State of Wisconsin ("Property") (if more space is needed, please attach addendum):

See attached Exhibit A.

Recording Area

Name and Return Address

Karla S. Wyse  
Reinhart Boerner Van Deuren s.c.  
P.O. Box 2965  
Milwaukee, WI 53201-2965

Part of LANV 0077 993 003

Part of LANV 0077 993 002

Parcel Identification Number (PIN)

FEE  
# 77.25(9)  
EXEMPT

P 13/2

Dated this 9 day of September, 2009

Gudrun Dawson

(SEAL)

(SEAL)

\* Gudrun Dawson

(SEAL)

(SEAL)

AUTHENTICATION

Signature(s) \_\_\_\_\_

authenticated on \_\_\_\_\_

ACKNOWLEDGMENT

STATE OF WISCONSIN

MILWAUKEE

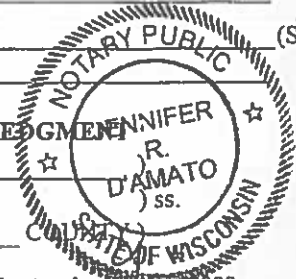
Personally came before me on September 9, 2009

the above-named Gudrun Dawson

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

Jennifer R. D'Amato  
Notary Public, State of WISCONSIN

My commission (is permanent) (expires \_\_\_\_\_)



TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, \_\_\_\_\_  
authorized by Wis. Stat. § 706.06 )

THIS INSTRUMENT DRAFTED BY:

Jennifer R. D'Amato

Reinhart Boerner Van Deuren s.c.

(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATION TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

TRUSTEE'S DEED

©2003 STATE BAR OF WISCONSIN

FORM NO. 7-2003

\*Type name below signatures.

INFO-PRO™ Legal Forms • (800)655-2021 • infoforms.com

EXHIBIT A

All right, title and interest in the following parcel:

Lot 1 of Certified Survey Map No. 10,349 recorded on February 16, 2007 in the Office of the Register of Deeds as Document No. 3458892, Part of the NW 1/4, NE 1/4, SE 1/4 and SW 1/4 of the NE 1/4 and NE 1/4 and SE 1/4 of the NW 1/4 of Section 20, Town 8 North, Range 20 East, Village of Lannon, Waukesha County, Wisconsin.

Excepting therefrom the land conveyed by warranty deed from J. Dale Dawson and Gudrun E. Dawson, husband and wife, to Waukesha County, recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin on March 4, 1999 as Document No. 2425977.

Tax Key Nos.:

Part of LANV 0077 993 003

Part of LANV 0077 093 002

00997 OCT 15 2009

TERMINATION OF DECEDENT'S PROPERTY INTEREST

3700017

REGISTER'S OFFICE WAUKESHA COUNTY, WI RECORDED ON

10-15-2009 3:10 PM

JAMES R. BEHREND REGISTER OF DEEDS

REC. FEE: 25.00 REC. FEE-CO: REC. FEE-ST: TRAN. FEE: TRAN. FEE-STATE: PAGES: 8

Use black ink

DECEDENT'S NAME: J. Dale Dawson DATE OF DEATH: July 5, 2008 ADDRESS OF DECEDENT AT DATE OF DEATH: 8200 South 68th Street CITY: Franklin ST: WI ZIP: 53132

PRESENTATION OF DEATH CERTIFICATE #2511 I certify that I have viewed a certified copy of the decedent's death certificate. REGISTER OF DEED'S SIGNATURE: [Signature] DATE: 10-15-09

Recording area Name and return address: Karla S. Wyse Reinhart Boerner Van Deuren s.c. P.O. Box 2965 Milwaukee, WI 53201-2965 Part of LANV 0077 993 003 Part of LANV 0077 093 002 Parcel Identification Number

Interest in property is terminated under (please check appropriate statute):

[X] s. 867.045 which pertains to property in which the decedent was a joint tenant, had a vendor's or mortgagee's interest, or had a life estate.

[ ] s. 867.046 which pertains to property of a decedent specified in a marital property agreement; survivorship marital property; or a third party confirmation.

Presentation of recorded document establishing interest in real estate.

Table with 4 columns: DOCUMENT #, VOLUME/REEL, PAGE/IMAGE, RECORDS/DEEDS. Row 1: See Attached, Exhibit A

Description of the real estate.

[X] See Attached

See Attached Exhibit B



Description of personal property (if any) being transferred.

You may list savings accounts, checking accounts and securities on attached pages. Indicate person(s) receiving property.

DECLARATION: I (We) declare that this document is, to the best of my (our) knowledge and belief, true, correct and complete and is in conformity with the provisions and limitations of the Wisconsin Statutes.

(If more space is needed, attach pages.)

Table with 3 columns: Name and Address, Applicant's Interest in Property, Applicant Signature. Row 1: Gudrun Dawson, Spouse, [Signature]

This document was drafted by: (print or type name below)

Karla S. Wyse

STATE OF WISCONSIN, County of Milwaukee Subscribed and sworn to before me on: September 9, 2009 by the above named person(s): Gudrun Dawson

Signature of notary or other person authorized to administer an oath (as per s. 706.06, 706.07) Print or type name: Jennifer R. [Signature] Title: Notary Date commission expires: 15 years

NOTE: SEE DIRECTIONS. Wisconsin Register of Deeds Association Form HT-110 Version 3/2007

THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

**EXHIBIT A**

Document No.	Volume/Reel	Page/Image
1318774	710	691
1864280	1749	0174
1864281	1749	0175
1869842	1761	0729
1901238	1823	0014

**EXHIBIT B**

All of the decedent's right, title and interest in the following parcel:

Lot 1 of Certified Survey Map No. 10,349 recorded on February 16, 2007 in the Office of the Register of Deeds as Document No. 3458892, Part of the NW 1/4, NE 1/4, SE 1/4 and SW 1/4 of the NE 1/4 and NE 1/4 and SE 1/4 of the NW 1/4 of Section 20, Town 8 North, Range 20 East, Village of Lannon, Waukesha County, Wisconsin.

Excepting therefrom the land conveyed by warranty deed from J. Dale Dawson and Gudrun E. Dawson, husband and wife, to Waukesha County, recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin on March 4, 1999 as Document No. 2425977.

0999 OCT 15 85

DOCUMENT NO.

STATE BAR OF WISCONSIN FORM 1-1982  
WARRANTY DEED

THIS SPACE RESERVED FOR RECORDING DATA

208/5  
2/5/85  
1318774

1318774

REGISTER'S OFFICE  
WAUKESHA COUNTY, WIS. } SS

This Deed, made between HARRY LIND and DOROTHY V. LIND, husband and wife

1985 OCT 28 PM 12:58

and J. DALE DAWSON and GUDRUN E. DAWSON, husband and wife

REEL 710 IMAGE 691

Witnesseth, That the said Grantor, for a valuable consideration

REEL 710 IMAGE 691

conveys to Grantee the following described real estate in Waukesha County, State of Wisconsin:

RETURN TO SCHOBER & RADTKE S.C.  
P. O. Box 65  
New Berlin, WI 53151

TRANSFER  
\$ 150.00  
FEE

Tax Parcel No: LANV 077.991

That part of the Northwest One-quarter (1/4) of the Northeast One-quarter (1/4) of Section Twenty (20), Township Eight (8) North, Range Twenty (20) East, in the Village of Lannon, Waukesha County, Wisconsin, bounded and described as follows: Commencing at the North one-quarter corner of Section 20, Township 8 North, Range 20 East; thence East on the North line of said one-quarter section, 613.70 feet to the point of beginning of the premises herein described; thence continuing East on said North line, 129.30 feet; thence South 01 degrees 07 minutes West 256.30 feet; thence West, 129.30 feet; thence North 01 degrees 07 minutes East, 256.30 feet to the place of beginning.

THE FOLLOWING RIGHTS OF GRANTORS MAY NOT BE ASSIGNED AND THE PREMISES MAY NOT BE RENTED. GRANTORS RETAIN THE RIGHT TO USE THE DWELLING ON SUBJECT PREMISES UP TO AND INCLUDING OCTOBER 31, 1995. UNTIL SUCH TIME GRANTORS SHALL PAY ALL INSURANCE PREMIUMS FOR FIRE, EXTENDED COVERAGE AND LIABILITY INSURANCE ON THE PREMISES, NAMING GRANTEE AS ADDITIONAL INSUREDS. GRANTORS SHALL FURTHER MAINTAIN THE HOUSE ON THE PREMISES. GRANTORS SHALL ALSO PAY ALL REAL ESTATE TAXES. GRANTORS SHALL ANNUALLY PROVIDE GRANTEE WITH A STATEMENT THAT TAXES HAVE BEEN PAID AND PROVIDE GRANTEE WITH A DECLARATION OF INSURANCE INDICATING COVERAGE FOR THE PREMISES FOR BOTH GRANTOR AND GRANTEE.

This ~~is not~~ homestead property.  
(Is ~~not~~)

Together with all and singular the hereditaments and appurtenances thereunto belonging: And HARRY LIND and DOROTHY V. LIND, husband and wife warrants that the title is good, indefeasible in fee simple and free and clear of encumbrances except as to municipal and zoning ordinances and easements and restrictions of record, if any

and will warrant and defend the same.

Dated this \_\_\_\_\_ day of October, 1985

(SEAL) *Harry Lind* (SEAL)  
Harry Lind  
(SEAL) *Dorothy V. Lind* (SEAL)  
Dorothy V. Lind

AUTHENTICATION

Signature(s) *Harry Lind Dorothy Lind*  
authenticated this 23rd day of OCTOBER, 1985  
*T. Michael Schober*  
TITLE: MEMBER STATE BAR OF WISCONSIN  
(If not authorized by § 706.06, Wis. Stats.)

ACKNOWLEDGMENT

STATE OF WISCONSIN }  
County. } ss.  
Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ the above named  
to me known to be the person who executed the foregoing instrument and acknowledge the same.

THIS INSTRUMENT WAS DRAFTED BY  
ATTORNEY T. MICHAEL SCHOBER

Notary Public \_\_\_\_\_ County, Wis.

4488161

20-8-20  
1749-0174

DOCUMENT NO.  
1864280

STATE BAR OF WISCONSIN FORM 1 - 1982  
WARRANTY DEED

THIS INSTRUMENT MUST BE RECORDED WITHIN 90 DAYS OF RECORDING DATE

REGISTER'S OFFICE  
WAUKESHA COUNTY, WIS. } SS

93 JUL 23 AM 9:57  
1749-0174

1864280

1864280

This Deed, made between  
Richard J. Scheiber and Janis Scheiber, a/k/a  
Janice Scheiber,  
husband and wife,  
and  
J. Dale Dawson and Gudrun Dawson,  
husband and wife,

Witnesseth, That the said Grantor, for a valuable consideration  
conveys to Grantee the following described real estate in Waukesha  
County, State of Wisconsin:

RETURN TO John H. Niebler  
P. O. Box 444  
Maconesee Falls, WI 53052

Tax Parcel No: 77-994-001

A parcel of land in the Northeast one quarter (1/4) of the Northeast  
one quarter (1/4) of Section Twenty (20), in Township Eight (8) North  
Range Twenty (20) East, in the Village of Lannon, County of Waukesha,  
State of Wisconsin, described as follows:  
Commencing at the Northeast corner, Section 20-8-20, thence Westerly  
on the North line of the Northeast 1/4 of said Section, 821.00 feet;  
thence Southerly on the centerline of Willow Lane, 630.20 feet to the  
point of beginning of this description; thence continuing Southerly  
on said centerline 310.00 feet; thence Westerly at right angles to  
said Street, 170.52 feet; thence Northerly and parallel to said  
street, 310.00 feet; thence Easterly at right angles to street, 170.52  
feet to the point of beginning. Reserving the Easterly 30 feet for  
street purposes.

7069 N. Willow Lane  
Lannon, Wisconsin

JUL 23 1993

TRANSFER  
\$450.00  
FEE

This is homestead property.  
(Is) 000000

Together with all and singular the hereditaments and appurtenances thereto belonging:  
And Richard J. Scheiber and Janis Scheiber, a/k/a Janice Scheiber,  
warrants that the title is good, indefeasible in fee simple and free and clear of encumbrances except municipal  
and zoning ordinances, recorded easements for public utilities,  
recorded building and use restrictions and covenants,  
and will warrant and defend the same.

Dated this 22nd day of July, 1993

(SEAL) Richard J. Scheiber (SEAL)  
Richard J. Scheiber  
(SEAL) Janis Scheiber (SEAL)  
Janis Scheiber  
a/k/a Janice Scheiber

AUTHENTICATION

ACKNOWLEDGMENT

Signature(s) of Richard J. Scheiber and  
Janis Scheiber (a/k/a Janice Scheiber)

STATE OF WISCONSIN

authenticated this 22 day of July, 1993

Personally came before me this day of  
1993 the above named

John H. Niebler  
TITLE: MEMBER STATE BAR OF WISCONSIN  
(If not authorized by § 700.08, Wis. Stats.)

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

THIS INSTRUMENT WAS DRAWN BY

John H. Niebler

Notary Public  
My Commission is permanent (If not, state expiration  
date: )

\*Name of person acting in any capacity should be typed or printed below their signature.

OCT 15 83

507/5 Hr

DOCUMENT NO. 1864281 STATE BAR OF WISCONSIN FORM 1982 WARRANTY DEED

This Deed, made between Donald James Scheiber and Richard Joseph Scheiber Grantor, and J. Dale Dawson and Gudrun Dawson, husband and wife Trustee, Witnesseth, That the said Grantor, for a valuable consideration conveys to Grantee the following described real estate in Waukesha County, State of Wisconsin:

REGISTRAR'S OFFICE WISCONSIN COUNTY, WIS. FILED FOR

53 JUL 23 AM 10:00

1749-0175

Signature of Registrar

1864281

RETURN TO John M. Niebler P. O. Box 444 Meno. Falls, WI 53052

L.A.N.V. 77 994

1864281

All that part of the Northeast 1/4 of the Northeast 1/4 of Section 20, Township 8 North, Range 20 East, in the Village of Lannon, County of Waukesha, State of Wisconsin, more particularly described as follows: Commencing at the Northwest corner of the Northeast 1/4 of Northeast 1/4, Section 20, Town and Range aforesaid and running thence south on the 1/8 line 1323.9 feet; thence East at right angles 438 feet; thence North to the center of the Highway 1316.2 feet to a point 468 feet East of the said Northwest corner of Northeast 1/4 of Northeast 1/4 and running thence West 468 feet to place of beginning, less a strip 12 feet wide on the East side of said land which was not included in the Plat or chart of lots 8 & 9 but is not included in these measurements the same amounting to 50 square rods. EXCEPTING therefrom a parcel of land in the Northeast 1/4 of the Northeast 1/4 of Section 20, in Township 8 North, Range 20 East, in the Village of Lannon, County of Waukesha, State of Wisconsin, and described as follows: Commencing at the Northwest corner, Section 20, Township 8 North, Range 20 East; thence Westerly on the North line of the Northeast 1/4 of said Section 821.00 feet, thence Southerly on the center-line of Willow Lane, 630.20 feet to the point of beginning of this description; thence continuing Southerly on said centerline 310.00 feet; thence Westerly at right angles to said street, 170.52 feet; thence Northerly and parallel to said street 310.00 feet; thence Easterly at right angles to street 170.52 feet to the point of beginning. Reserving the Easterly 30 feet for street purposes.

REL 10

This is not a homestead property.

Together with all and singular the hereditaments and appurtenances therunto belonging; And Donald James Scheiber and Richard Joseph Scheiber warrants that the title is good, indefeasible in fee simple and free and clear of encumbrances except municipal building and use restrictions, recorded easements for public utility, recorded and zoning ordinances, recorded easements for public utility, recorded building and use restrictions and covenants, and will warrant and defend the same.

TRANSFER FEE \$055.00

Dated this 22nd day of July 1993. Richard Joseph Scheiber (SEAL) Donald James Scheiber (SEAL) Janis Scheiber (SEAL) Sandra Scheiber (SEAL) Janis Scheiber, Spouse of Richard Joseph Scheiber Sandra Scheiber, Spouse of Donald James Scheiber

AUTHENTICATION

ACKNOWLEDGMENT

Signature(s) of Richard Joseph Scheiber, STATE OF WISCONSIN Donald James Scheiber, Janis Scheiber and Sandra Scheiber. Personally came before me this day of County, Wis. I am known to be the person who executed the foregoing instrument and acknowledge the same.

John H. Niebler Notary Public, County, Wis. My Commission is permanent. (If not, state expiration date: )

DOCUMENT NO  
1869842

STATE OF WISCONSIN  
WARRANTY DEED

208/5  
REGISTER'S OFFICE  
MENOMONEE FALLS, WIS. 54951  
93 AUG 11 PM 12:16  
PPL 1761 0729  
C. J. Johnson  
CLERK OF COURTS

1869842

This Deed, made between Wislano Stone Co., Inc.

Grantor,  
and J. Dale Dawson and Gudrun Dawson, husband and wife

Witnesseth, That the said Grantor, for a valuable consideration

conveys to Grantee the following described real estate in Waukesha County, State of Wisconsin

return to John Njebler, Esq.  
Post Office Box 444  
Menomonee Falls, WI 53052-0444

Tax Parcel No. LANY 78-500

TRANSFER  
\$600.00  
FEE

See attached Exhibit A.

OVERVIEW

AUG 11 1993

This is not homestead property.

Together with all and singular the hereditaments and appurtenances thereto belonging;

warrants that the title is good, indefeasible in fee simple and free and clear of encumbrances except municipal and zoning ordinances, recorded easements for public utilities, recorded building and use restrictions and covenants and general taxes levied in the year of closing

and will warrant and defend the same.

Dated this 11th day of August, 1993

Wislano Stone Co., Inc.

By: Nancy M. Mansavage (SEAL)  
Nancy M. Mansavage, Vice President

AUTHENTICATION

Signature(s) of Nancy M. Mansavage, Vice President of Wislano Stone Co., Inc.

Subscribed this 11th day of August, 1993

John P. Yentz  
MEMBER STATE BAR OF WISCONSIN  
(If not authorized by § 706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY Attorney John P. Yentz

von Briesen & Purtell, S.C.

Signatures may be authenticated or acknowledged. Both are not necessary.

ACKNOWLEDGMENT

STATE OF WISCONSIN

County: ss.  
Personally came before me this day of 19 the above named

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

Notary Public County, Wis.  
My Commission is permanent (If not, state expiration date: 19)

Names of parties signing in any capacity should be typed or printed below their signatures.



EXHIBIT A

1761 0730

Exhibit 4 Waukesha 20-8-20

~~All that part of the East One-half (1/2) of the Northwest One-quarter (1/4) of Section Twenty (20) in Township Eight (8) North, Range Twenty (20) East, in the Village of Lannon, County of Waukesha, State of Wisconsin, described as follows, to-wit:~~

~~Commencing on the Northwest corner of said section 20; thence along the North line of said Section 20 North, 87°45' East 1732.2 feet to the place of beginning; thence Southeasterly to an included angle of 91°12', 828 feet; thence Easterly at a right angle, 313.87 feet; thence Southeasterly at an included angle of 114°56'30", 380.8 feet to a point; thence Easterly at an included angle of 107°47', 12.9 feet to a point; thence Northwesterly at an included angle of 88°08'30", 347.9 feet to a point; thence Easterly at an included angle of 80°59' 408.8 feet to a point in the North 1/4 line of said Section; thence North along said North 1/4 line 811 feet to a point in the North line of said Section; thence West along said North line 872.3 feet to the place of beginning.~~

~~Also a parcel in the Northeast One-quarter (1/4) of the Northwest One-quarter (1/4) of Section Twenty (20) in Township Eight (8) North, Range Twenty (20) East, in the Village of Lannon, County of Waukesha, State of Wisconsin, bounded and described as follows:~~

~~Commencing at the North 1/4 corner of Section 20, in Township 8 North, Range 20 East, thence South 89°02'35" West on the North line of the Northwest 1/4 of said Section 872.30 feet, thence South 02°09'25" East - 828.10 feet to the point of beginning of this description. Thence North 87°50'35" East, 839.64 feet, thence South 00°08'18" West on the North 1/4 line of said Section 150.12 feet, thence South 87°50'35" West 833.63 feet, thence North 02°09'25" West - 150.00 feet to the point of beginning.~~

~~Excepting therefrom the following described parcel: That part of the Northeast One-quarter (1/4) of the Northwest One-quarter (1/4) of Section Twenty (20), in Township Eight (8) North, Range Twenty (20) East, in the Village of Lannon, County of Waukesha, State of Wisconsin, bounded and described as follows:~~

~~Commencing at the North 1/4 corner of Section 20, in Township 8 North, Range 20 East, thence South 89°02'35" West on the North line of the Northwest 1/4 of said Section 872.30 feet, thence South 02°09'25" East - 828.10 feet, thence North 87°50'35" East 313.82 feet to the point of beginning of this description. Thence Southeasterly (interior angle 65°03'30") 380.80 feet, thence Northeasterly (interior angle 107°47') 12.90 feet, thence Northwesterly (interior angle 88°08'30") 347.90 feet, thence South 87°50'35" West to the point of beginning.~~

0208/5 H

1901238

Document No. 1901238

WARRANTY DEED

1901238

REGISTRAR'S OFFICE  
WISCONSIN COUNTY WISCONSIN

93 NOV 10 AM 8:02  
REC'D 1823 0014

*[Signature]*  
REGISTRAR

THIS DEED, made between Loretta Heidmann, individually, and Loretta C. Heidmann, Trustee of the Heidmann Trust dated June 25, 1993, Grantors, and Gudrun Dawson and J. Dale Dawson, Grantee(s).  
WITNESSETH, That the said Grantor(s), for a valuable consideration One Dollar and other good and valuable consideration conveys to Grantee(s) the following described real estate in Waukesha County, State of Wisconsin:

Record to  
John J. Naebler  
P.O. Box 454  
Menomonie Falls, WI 53052-0444

Tax Parcel No: LANV 078.478

TRANSFER  
\$675.00  
FEE

All that part of the East half (E 1/2) of the Northwest Quarter (NW 1/4) of Section 20, Town 8 North, Range 20 East, Village of Lannon, Waukesha County, Wisconsin, bounded and described as follows:

Commencing at the northwest corner of the Northwest Quarter (NW 1/4) of Section 20; thence North 89°02'35" East along the north line of said Northwest Quarter (NW 1/4) 1302.965 feet; thence South 00°19'36" West along the west line of the East Half (E 1/2) of said Northwest Quarter (NW 1/4) 210.00 feet to the place of beginning of the lands herein to be described; thence South 00°19'36" West along said west line 2440.35 feet; thence North 89°03'03" East along the south line of said Northwest Quarter (NW 1/4) 1311.675 feet to the southeast corner of said Northwest Quarter (NW 1/4); thence North 00°08'18" East along the east line of said Northwest Quarter (NW 1/4) 1689.75 feet; thence South 87°50'35" West 833.63 feet; thence North 02°09'25" West 978.10 feet; thence South 89°02'35" West along the north line of said Northwest Quarter (NW 1/4) 166.665 feet; thence South 00°19'36" West 180.00 feet; thence South 89°02'35" West 15.00 feet; thence South 00°19'36" West 30.00 feet; thence South 89°02'35" West 249.00 feet to the place of beginning.

This is homestead property.

Together with all and singular the hereditaments and appurtenances thereunto belonging; and Loretta C. Heidmann warrant(s) that the title is good, indefeasible in fee simple and free and clear of encumbrances except municipal and zoning ordinances, recorded easements for public utilities serving the property, recorded building and use restrictions and covenants, general taxes levied in the year of the closing and will warrant and defend the same.

Dated this 9th day of NOVEMBER, 1993.

*Loretta C. Heidmann*  
Loretta C. Heidmann  
Trustee of the Heidmann Trust dtd. 6/25/93

*Loretta Heidmann*  
Loretta Heidmann

ACKNOWLEDGMENT

STATE OF WISCONSIN )  
                                  )ss  
WALKESHA COUNTY      )

Personally came before me this 9th day of NOVEMBER, 1993 the above named Loretta C. Heidmann to me known to be the person who executed the foregoing instrument and acknowledged the same.

*David E. Wells*  
Notary Public David E. Wells  
Waukesha County, Wisconsin  
My commission: *permanent*

NOV 10 1993

This instrument was drafted by  
DAVID E. WELLS, MCLARIO & HELM, S.C.  
N88 W16783 Main Street, Menomonie Falls, Wisconsin 53051

EGC:FAIG:PCSK:W14 20-8-20

1012 OCT 15 08

State Bar of Wisconsin Form 3-2003

QUIT CLAIM DEED

Document Name



WC3700020-002

3700020

REGISTER'S OFFICE  
WAUKESHA COUNTY, WI  
RECORDED ON

10-15-2009 3:10 PM

JAMES R. BEHREND  
REGISTER OF DEEDS

REC. FEE: 6.00  
REC. FEE-CO: 5.00  
REC. FEE-ST: 2.00  
TRAN. FEE: 849.60  
TRAN. FEE-STAT: 3398.40  
PAGES: 2

THIS DEED, made between Gudrun Dawson

("Grantor," whether one or more), and Virgil Dawson or his successors as trustee of the Dawson Trust

("Grantee," whether one or more).  
Grantor quit claims to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Waukesha County, State of Wisconsin ("Property") (if more space is needed, please attach addendum):

See attached Exhibit A.

Recording Area

Name and Return Address

Karla S. Wyse  
Reinhart Boerner Van Deuren s.c.  
P.O. Box 2965  
Milwaukee, WI 53201-2965

LANV 0077 993 003

LANV 0077 093 002

Parcel Identification Number (PIN)

This is not homestead property.  
(ix) (is not)

TRANSFER  
\$4,248.00  
FEE

Dated this 9 day of September, 2009

Gudrun Dawson (SEAL)  
\* Gudrun Dawson (SEAL)

\_\_\_\_\_  
\* \_\_\_\_\_ (SEAL)

AUTHENTICATION

Signature(s) \_\_\_\_\_  
authenticated on \_\_\_\_\_

TITLE: MEMBER STATE BAR OF WISCONSIN  
(If not, \_\_\_\_\_  
authorized by Wis. Stat. § 706.06)

THIS INSTRUMENT DRAFTED BY:  
Jennifer R. D'Amato  
Reinhart Boerner Van Deuren s.c.

ACKNOWLEDGMENT

STATE OF WISCONSIN

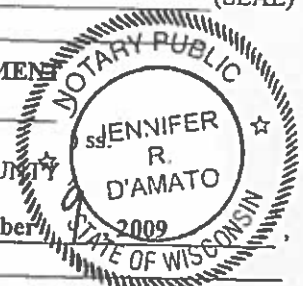
MILWAUKEE COUNTY

Personally came before me on September  
the above-named Gudrun Dawson

to me known to be the person(s) who executed the foregoing instrument and acknowledged the same

Notary Public, State of WISCONSIN

My commission (is permanent) (expires: \_\_\_\_\_)



(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATION TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

QUIT CLAIM DEED

\*Type name below signatures.

©2003 STATE BAR OF WISCONSIN

FORM NO. 3-2003

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**EXHIBIT A**

All of my right, title and interest in the following parcel:

Lot 1 of Certified Survey Map No. 10,349 recorded on February 16, 2007 in the Office of the Register of Deeds as Document No. 3458892, Part of the NW 1/4, NE 1/4, SE 1/4 and SW 1/4 of the NE 1/4 and NE 1/4 and SE 1/4 of the NW 1/4 of Section 20, Town 8 North, Range 20 East, Village of Lannon, Waukesha County, Wisconsin.

Excepting therefrom the land conveyed by warranty deed from J. Dale Dawson and Gudrun E. Dawson, husband and wife, to Waukesha County, recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin on March 4, 1999 as Document No. 2425977.

Tax Key Nos.:

LANV 0077 993 003

LANV 0077 093 002

09/01/09 OCT 15 8

State Bar of Wisconsin Form 7-2003

TRUSTEE'S DEED

Document Name



WC3700019-002

3702019

REGISTER'S OFFICE  
WAUKESHA COUNTY, WI  
RECORDED ON

10-15-2009 3:10 PM

JAMES R. BEHREND  
REGISTER OF DEEDS

REC. FEE: 6.00  
REC. FEE-CO: 5.00  
REC. FEE-ST: 2.00  
TRAN. FEE:  
TRAN. FEE-STATE:  
PAGES: 2

THIS DEED, made between Gudrun Dawson

as Trustee of Dale and Gudrun Dawson Joint Revocable Trust

("Grantor," whether one or more), and Gudrun Dawson

("Grantee," whether one or more).

Grantor conveys to Grantee, without warranty, the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Waukesha County, State of Wisconsin ("Property") (if more space is needed, please attach addendum):

See attached Exhibit A.

Recording Area

Name and Return Address

Karla S. Wyse  
Reinhart Boerner Van Deuren s.c.  
P.O. Box 2965  
Milwaukee, WI 53201-2965

Part of LANV 0077 993 003

Part of LANV 0077 993 002

Parcel Identification Number (PIN)

FEE  
# 77.25(9)  
EXEMPT

P 13/2

Dated this 9 day of September, 2009

Gudrun Dawson

(SEAL)

(SEAL)

\* Gudrun Dawson

(SEAL)

(SEAL)

AUTHENTICATION

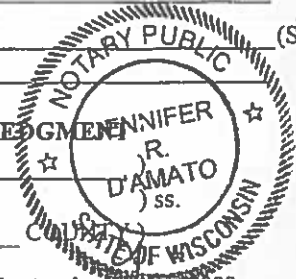
Signature(s) \_\_\_\_\_

authenticated on \_\_\_\_\_

ACKNOWLEDGMENT

STATE OF WISCONSIN

MILWAUKEE



Personally came before me on September 9, 2009

the above-named Gudrun Dawson

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

Jennifer R. D'Amato

Notary Public, State of WISCONSIN

My commission (is permanent) (expires \_\_\_\_\_)

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, \_\_\_\_\_  
authorized by Wis. Stat. § 706.06 )

THIS INSTRUMENT DRAFTED BY:

Jennifer R. D'Amato

Reinhart Boerner Van Deuren s.c.

(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATION TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

TRUSTEE'S DEED

©2003 STATE BAR OF WISCONSIN

FORM NO. 7-2003

\*Type name below signatures.

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EXHIBIT A

All right, title and interest in the following parcel:

Lot 1 of Certified Survey Map No. 10,349 recorded on February 16, 2007 in the Office of the Register of Deeds as Document No. 3458892, Part of the NW 1/4, NE 1/4, SE 1/4 and SW 1/4 of the NE 1/4 and NE 1/4 and SE 1/4 of the NW 1/4 of Section 20, Town 8 North, Range 20 East, Village of Lannon, Waukesha County, Wisconsin.

Excepting therefrom the land conveyed by warranty deed from J. Dale Dawson and Gudrun E. Dawson, husband and wife, to Waukesha County, recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin on March 4, 1999 as Document No. 2425977.

Tax Key Nos.:

Part of LANV 0077 993 003

Part of LANV 0077 093 002

00997 OCT 15 2009

TERMINATION OF DECEDENT'S PROPERTY INTEREST

Use black ink

DECEDENT'S NAME <b>J. Dale Dawson</b>		DATE OF DEATH <b>July 5, 2008</b>	
ADDRESS OF DECEDENT AT DATE OF DEATH <b>8200 South 68th Street</b>		CITY <b>Franklin</b>	ST <b>WI</b>
		ZIP <b>53132</b>	

3702017  
 REGISTER'S OFFICE  
 WAUKESHA COUNTY, WI  
 RECORDED ON  
 10-15-2009 3:10 PM  
 JAMES R. BEHREND  
 REGISTER OF DEEDS

REC. FEE: 25.00  
 REC. FEE-CO:  
 REC. FEE-ST:  
 TRAN. FEE:  
 TRAN. FEE-STATE:  
 PAGES: 8

**PRESENTATION OF DEATH CERTIFICATE #2511**  
 I certify that I have viewed a certified copy of the decedent's death certificate.

*Shane A. Stoy*  
 REGISTER OF DEED'S SIGNATURE  
 WAUKESHA COUNTY

DATE: **10-15-09**

Recording area  
 Name and return address:  
**Karla S. Wyse**  
**Reinhart Boerner Van Deuren s.c.**  
**P.O. Box 2965**  
**Milwaukee, WI 53201-2965**

Part of LANV 0077 993 003  
 Part of LANV 0077 093 002  
 Parcel Identification Number

- Interest in property is terminated under (please check appropriate statute):
- s. 867.045 which pertains to property in which the decedent was a joint tenant, had a vendor's or mortgagee's interest, or had a life estate. (You must provide a copy of the document establishing interest in property.)
  - s. 867.046 which pertains to property of a decedent specified in a marital property agreement; survivorship marital property; or a third party confirmation. (You must provide a copy of the document establishing interest in property.)

Presentation of recorded document establishing interest in real estate.

DOCUMENT #	VOLUME/REEL	PAGE/IMAGE	RECORDS/DEEDS
See Attached Exhibit A			

Description of the real estate.  See Attached

See Attached Exhibit B



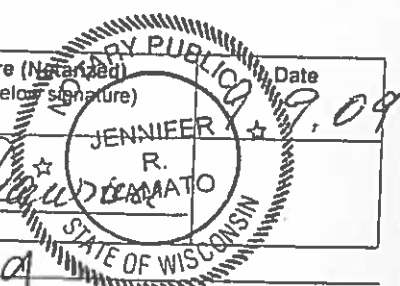
Description of personal property (if any) being transferred.

You may list savings accounts, checking accounts and securities on attached pages. Indicate person(s) receiving property.

DECLARATION: I (We) declare that this document is, to the best of my (our) knowledge and belief, true, correct and complete and is in conformity with the provisions and limitations of the Wisconsin Statutes.

(If more space is needed, attach pages.)

Name and Address (List all remaindermen/ beneficiaries)	Applicant's Interest In Property (ie: spouse, remainderman)	Applicant Signature (Notarized) (Print or type name below signature)	Date
Gudrun Dawson 8200 South 68th Street Franklin, WI 53132	Spouse	<i>Gudrun Dawson</i> Gudrun Dawson	9, 09



This document was drafted by: (print or type name below)

Karla S. Wyse

STATE OF WISCONSIN, County of Milwaukee  
 Subscribed and sworn to before me on: September 9, 2009  
 by the above named person(s): Gudrun Dawson

**NOTE: SEE DIRECTIONS.**  
 Wisconsin Register of Deeds  
 Association Form HT-110  
 Version 3/2007

Signature of notary or other person authorized to administer an oath (as per s. 706.06, 706.07)  
 Print or type name: Jennifer R. Behrend  
 Title: Notary  
 Date commission expires: 15 years

**EXHIBIT A**

Document No.	Volume/Reel	Page/Image
1318774	710	691
1864280	1749	0174
1864281	1749	0175
1869842	1761	0729
1901238	1823	0014

**EXHIBIT B**

All of the decedent's right, title and interest in the following parcel:

Lot 1 of Certified Survey Map No. 10,349 recorded on February 16, 2007 in the Office of the Register of Deeds as Document No. 3458892, Part of the NW 1/4, NE 1/4, SE 1/4 and SW 1/4 of the NE 1/4 and NE 1/4 and SE 1/4 of the NW 1/4 of Section 20, Town 8 North, Range 20 East, Village of Lannon, Waukesha County, Wisconsin.

Excepting therefrom the land conveyed by warranty deed from J. Dale Dawson and Gudrun E. Dawson, husband and wife, to Waukesha County, recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin on March 4, 1999 as Document No. 2425977.



0999 OCT 15 85

DOCUMENT NO.

STATE BAR OF WISCONSIN FORM 1-1982  
WARRANTY DEED

THIS SPACE RESERVED FOR RECORDING DATA

208/5  
2/5/85  
1318774

1318774

REGISTER'S OFFICE  
WAUKESHA COUNTY, WIS. } SS

208/5

This Deed, made between HARRY LIND and DOROTHY V. LIND, husband and wife

1985 OCT 28 PM 12:58

and J. DALE DAWSON and GUDRUN E. DAWSON, husband and wife

REEL 710 IMAGE 691

*Capital City*

Witnesseth, That the said Grantor, for a valuable consideration

REEL 710 IMAGE 691

conveys to Grantee the following described real estate in Waukesha County, State of Wisconsin:

RETURN TO SCHOBER & RADTKE S.C.  
P. O. Box 65  
New Berlin, WI 53151

TRANSFER  
\$ 150.00  
FEE

Tax Parcel No: LANV 077.991

That part of the Northwest One-quarter (1/4) of the Northeast One-quarter (1/4) of Section Twenty (20), Township Eight (8) North, Range Twenty (20) East, in the Village of Lannon, Waukesha County, Wisconsin, bounded and described as follows: Commencing at the North one-quarter corner of Section 20, Township 8 North, Range 20 East; thence East on the North line of said one-quarter section, 613.70 feet to the point of beginning of the premises herein described; thence continuing East on said North line, 129.30 feet; thence South 01 degrees 07 minutes West 256.30 feet; thence West, 129.30 feet; thence North 01 degrees 07 minutes East, 256.30 feet to the place of beginning.

THE FOLLOWING RIGHTS OF GRANTORS MAY NOT BE ASSIGNED AND THE PREMISES MAY NOT BE RENTED. GRANTORS RETAIN THE RIGHT TO USE THE DWELLING ON SUBJECT PREMISES UP TO AND INCLUDING OCTOBER 31, 1995. UNTIL SUCH TIME GRANTORS SHALL PAY ALL INSURANCE PREMIUMS FOR FIRE, EXTENDED COVERAGE AND LIABILITY INSURANCE ON THE PREMISES, NAMING GRANTEE AS ADDITIONAL INSURED. GRANTORS SHALL FURTHER MAINTAIN THE HOUSE ON THE PREMISES. GRANTORS SHALL ALSO PAY ALL REAL ESTATE TAXES. GRANTORS SHALL ANNUALLY PROVIDE GRANTEE WITH A STATEMENT THAT TAXES HAVE BEEN PAID AND PROVIDE GRANTEE WITH A DECLARATION OF INSURANCE INDICATING COVERAGE FOR THE PREMISES FOR BOTH GRANTOR AND GRANTEE.

This ~~is not~~ homestead property.  
(s) (homestead)

Together with all and singular the hereditaments and appurtenances thereunto belonging; And HARRY LIND and DOROTHY V. LIND, husband and wife warrants that the title is good, indefeasible in fee simple and free and clear of encumbrances except as to municipal and zoning ordinances and easements and restrictions of record, if any

and will warrant and defend the same.

Dated this \_\_\_\_\_ day of October, 1985

(SEAL) *Harry Lind* (SEAL)  
Harry Lind  
(SEAL) *Dorothy V. Lind* (SEAL)  
Dorothy V. Lind

AUTHENTICATION

Signature(s) *Harry Lind Dorothy Lind*  
authenticated this 23rd day of OCTOBER, 1985  
*T. Michael Schober*  
TITLE: MEMBER STATE BAR OF WISCONSIN  
(If not authorized by § 706.06, Wis. Stats.)

ACKNOWLEDGMENT

STATE OF WISCONSIN }  
County. } ss.  
Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ the above named  
to me known to be the person who executed the foregoing instrument and acknowledge the same.

THIS INSTRUMENT WAS DRAFTED BY  
ATTORNEY T. MICHAEL SCHOBER

Notary Public \_\_\_\_\_ County, Wis.

UB  
1318774  
448161

20-8-20  
1749-0174

DOCUMENT NO.  
1864280

STATE BAR OF WISCONSIN FORM 1 - 1982  
WARRANTY DEED

THIS INSTRUMENT MUST BE RECORDED WITHIN 90 DAYS OF RECORDING DATE

REGISTER'S OFFICE  
WAUKESHA COUNTY, WIS. } SS

93 JUL 23 AM 9:57  
1749-0174

1864280

1864280

This Deed, made between  
Richard J. Scheiber and Janis Scheiber, a/k/a  
Janice Scheiber,  
husband and wife,  
and  
J. Dale Dawson and Gudrun Dawson,  
husband and wife,

Witnesseth, That the said Grantor, for a valuable consideration  
conveys to Grantee the following described real estate in Waukesha  
County, State of Wisconsin:

RETURN TO John H. Niebler  
P. O. Box 444  
Maconnesee Falls, WI 53052

Tax Parcel No: 77-994-001

A parcel of land in the Northeast one quarter (1/4) of the Northeast  
one quarter (1/4) of Section Twenty (20), in Township Eight (8) North  
Range Twenty (20) East, in the Village of Lannon, County of Waukesha,  
State of Wisconsin, described as follows:  
Commencing at the Northeast corner, Section 20-8-20, thence Westerly  
on the North line of the Northeast 1/4 of said Section, 821.00 feet;  
thence Southerly on the centerline of Willow Lane, 630.20 feet to the  
point of beginning of this description; thence continuing Southerly  
on said centerline 310.00 feet; thence Westerly at right angles to  
said Street, 170.52 feet; thence Northerly and parallel to said  
street, 310.00 feet; thence Easterly at right angles to street, 170.52  
feet to the point of beginning. Reserving the Easterly 30 feet for  
street purposes.

7069 N. Willow Lane  
Lannon, Wisconsin

JUL 23 1993

TRANSFER  
\$450.00  
FEE

This is homestead property.  
(Is)

Together with all and singular the hereditaments and appurtenances thereto belonging:  
And Richard J. Scheiber and Janis Scheiber, a/k/a Janice Scheiber,  
warrants that the title is good, indefeasible in fee simple and free and clear of encumbrances except municipal  
and zoning ordinances, recorded easements for public utilities,  
recorded building and use restrictions and covenants,  
and will warrant and defend the same.

Dated this 22nd day of July, 1993.

(SEAL) Richard J. Scheiber (SEAL)  
Richard J. Scheiber  
(SEAL) Janis Scheiber (SEAL)  
Janis Scheiber  
a/k/a Janice Scheiber

AUTHENTICATION

ACKNOWLEDGMENT

Signature(s) of Richard J. Scheiber and  
Janis Scheiber (a/k/a Janice Scheiber)

STATE OF WISCONSIN

authenticated this 22 day of July, 1993.

Personally came before me this day of  
1993, the above named

John H. Niebler  
TITLE: MEMBER STATE BAR OF WISCONSIN  
(If not authorized by § 700.08, Wis. Stats.)

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

THIS INSTRUMENT WAS DRAWN BY

John H. Niebler

Notary Public  
My Commission is permanent (if not, state expiration  
date: )

\*Name of person signing in any capacity should be typed or printed below their signature.

100 | OCT 15 83

ON

507/5 HX

DOCUMENT NO. STATE BAR OF WISCONSIN FORM 1982 WARRANTY DEED

1864281

This Deed, made between Donald James Scheiber and Richard Joseph Scheiber

J. Dale Dawson and Gudrun Dawson, husband and wife

Witnesseth, That the said Grantor, for a valuable consideration conveys to Grantee the following described real estate in Waukesha County, State of Wisconsin:

REGISTRAR'S OFFICE WISCONSIN COUNTY, WIS. FILED FOR

53 JUL 23 AM 10:00 1749-0175

Handwritten signature

1864281

RETURN TO John M. Niebler P. O. Box 444 Meno. Falls, WI 53052

L.A.N.V. 77 994

1864281

All that part of the Northeast 1/4 of the Northeast 1/4 of Section 20, Township 8 North, Range 20 East, in the Village of Lannon, County of Waukesha, State of Wisconsin, more particularly described as follows: Commencing at the Northwest corner of the Northeast 1/4 of Northeast 1/4, Section 20, Town and Range aforesaid and running thence south on the 1/8 line 1323.9 feet; thence East at right angles 438 feet; thence North to the center of the Highway 1316.2 feet to a point 468 feet East of the said Northwest corner of Northeast 1/4 of Northeast 1/4 of Section 20, in Township 8 North, Range 20 East, in the Village of Lannon, County of Waukesha, State of Wisconsin, and described as follows: Commencing at the Northwest corner of the Northeast 1/4 of said Section 20, Township 8 North, Range 20 East; thence Westerly on the North line of the Northeast 1/4 of said Section 821.00 feet, thence Southerly on the centerline of Willow Lane, 630.20 feet to the point of beginning of this description; thence continuing Southerly on said centerline 310.00 feet; thence Westerly at right angles to said street, 170.52 feet; thence Northerly and parallel to said street 310.00 feet; thence Easterly at right angles to street 170.52 feet to the point of beginning. Reserving the Easterly 30 feet for street purposes.

This is not a homestead property.

Together with all and singular the hereditaments and appurtenances therunto belonging; And Donald James Scheiber and Richard Joseph Scheiber warrants that the title is good, indefeasible in fee simple and free and clear of encumbrances except municipal building and use restrictions and covenants, and will warrant and defend the same.

Dated this 22nd day of July 1993 Richard Joseph Scheiber (SEAL) Richard Joseph Scheiber Janis Scheiber, Spouse of Richard Joseph Scheiber

July 1993 Donald James Scheiber (SEAL) Donald James Scheiber Sandra Scheiber, Spouse of Donald James Scheiber

TRANSFER \$ 55.00 FEE

AUTHENTICATION

Signature(s) of Richard Joseph Scheiber, STATE OF WISCONSIN Donald James Scheiber, Janis Scheiber and Sandra Scheiber

authenticated this 22nd day of July 1993

John H. Niebler John H. Niebler

TITLE: MEMBER STATE BAR OF WISCONSIN (If not, authorized by § 706.04, Wis. Stats.)

THIS INSTRUMENT WAS DRAWN BY John H. Niebler

(Signatures may be authenticated or unacknowledged. Both are not necessary.)

ACKNOWLEDGMENT

Personally came before me this day of 1993, the above named

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

Notary Public County, Wis. My Commission is permanent. (If not, state expiration date: 1993)

\* Names of persons obtaining in any capacity should be typed or printed below their signatures.

DOCUMENT NO  
1869842

STATE OF WISCONSIN  
WARRANTY DEED

208/5  
REGISTER'S OFFICE  
MENOMONEE FALLS, WIS  
93 AUG 11 PM 12:16  
P# 11761 M# 0729  
C. J. Johnson  
CLERK OF COURTS

1869842

This Deed, made between Wislano Stone Co., Inc.

Grantor,  
and J. Dale Dawson and Gudrun Dawson, husband and wife

Witnesseth, That the said Grantor, for a valuable consideration

conveys to Grantee the following described real estate in Waukesha County, State of Wisconsin

return to John Njebler, Esq.  
Post Office Box 444  
Menomonee Falls, WI 53052-0444

Tax Parcel No LANY 78-500

TRANSFER  
\$600.00  
FEE

See attached Exhibit A.

D. V. V. V.

AUG 11 1993

This is not homestead property.

Together with all and singular the hereditaments and appurtenances thereto belonging;

warrants that the title is good, indefeasible in fee simple and free and clear of encumbrances except municipal and zoning ordinances, recorded easements for public utilities, recorded building and use restrictions and covenants and general taxes levied in the year of closing

and will warrant and defend the same.

Dated this 11th day of August, 1993

Wislano Stone Co., Inc.

By: Nancy M. Mansavage (SEAL)  
Nancy M. Mansavage, Vice President

AUTHENTICATION

Signature(s) of Nancy M. Mansavage, Vice President of Wislano Stone Co., Inc.

Subscribed this 11th day of August, 1993

John P. Yentz  
MEMBER STATE BAR OF WISCONSIN  
(If not authorized by § 706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY Attorney John P. Yentz

von Briesen & Purtell, S.C.

Signatures may be authenticated or acknowledged. Both are not necessary.

ACKNOWLEDGMENT

STATE OF WISCONSIN

County

Personally came before me this day of 19 the above named

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

Notary Public County, Wis.  
My Commission is permanent (If not, state expiration date: 19)

Names of parties signing in any capacity should be typed or printed below their signatures.

EXHIBIT A

1761 0730

Exh. B IE 4 W & N C 1/4 W U. A 20-8-20

~~All that part of the East One-half (1/2) of the Northwest One-quarter (1/4) of Section Twenty (20) in Township Eight (8) North, Range Twenty (20) East, in the Village of Lannon, County of Waukesha, State of Wisconsin, described as follows, to-wit:~~

~~Commencing on the Northwest corner of said section 20; thence along the North line of said Section 20 North, 87°45' East 1732.2 feet to the place of beginning; thence Southeasterly to an included angle of 91°12', 828 feet; thence Easterly at a right angle, 313.87 feet; thence Southeasterly at an included angle of 114°56'30", 380.8 feet to a point; thence Easterly at an included angle of 107°47', 12.9 feet to a point; thence Northwesterly at an included angle of 88°08'30", 347.9 feet to a point; thence Easterly at an included angle of 80°59' 408.8 feet to a point in the North 1/4 line of said Section; thence North along said North 1/4 line 811 feet to a point in the North line of said Section; thence West along said North line 872.3 feet to the place of beginning.~~

~~Also a parcel in the Northeast One-quarter (1/4) of the Northwest One-quarter (1/4) of Section Twenty (20) in Township Eight (8) North, Range Twenty (20) East, in the Village of Lannon, County of Waukesha, State of Wisconsin, bounded and described as follows:~~

~~Commencing at the North 1/4 corner of Section 20, in Township 8 North, Range 20 East, thence South 89°02'35" West on the North line of the Northwest 1/4 of said Section 872.30 feet, thence South 02°09'25" East - 828.10 feet to the point of beginning of this description. Thence North 87°50'35" East, 839.64 feet, thence South 00°08'18" West on the North 1/4 line of said Section 150.12 feet, thence South 87°50'35" West 833.63 feet, thence North 02°09'25" West - 150.00 feet to the point of beginning.~~

~~Excepting therefrom the following described parcel: That part of the Northeast One-quarter (1/4) of the Northwest One-quarter (1/4) of Section Twenty (20), in Township Eight (8) North, Range Twenty (20) East, in the Village of Lannon, County of Waukesha, State of Wisconsin, bounded and described as follows:~~

~~Commencing at the North 1/4 corner of Section 20, in Township 8 North, Range 20 East, thence South 89°02'35" West on the North line of the Northwest 1/4 of said Section 872.30 feet, thence South 02°09'25" East - 828.10 feet, thence North 87°50'35" East 313.82 feet to the point of beginning of this description. Thence Southeasterly (interior angle 65°03'30") 380.80 feet, thence Northeasterly (interior angle 107°47') 12.90 feet, thence Northwesterly (interior angle 88°08'30") 347.90 feet, thence South 87°50'35" West to the point of beginning.~~

0208/5 H

1901238

Document No. 1901238

WARRANTY DEED

1901238

REGISTRAR'S OFFICE  
WISCONSIN COUNTY WISCONSIN

93 NOV 10 AM 8:02  
REC'D 1823 0014

*Loretta C. Heidtmann*  
REGISTERED

THIS DEED, made between Loretta Heidtmann, individually, and Loretta C. Heidtmann, Trustee of the Heidtmann Trust dated June 25, 1993, Grantors, and Gudrun Dawson and J. Dale Dawson, Grantee(s).  
WITNESSETH, That the said Grantor(s), for a valuable consideration One Dollar and other good and valuable consideration conveys to Grantee(s) the following described real estate in Waukesha County, State of Wisconsin:

Record to  
John J. Naebler  
P.O. Box 454  
Menomonie Falls, WI 53052-0444

Tax Parcel No: LANV 078.478

TRANSFER  
\$675.00  
FEE

All that part of the East half (E 1/2) of the Northwest Quarter (NW 1/4) of Section 20, Town 8 North, Range 20 East, Village of Lannon, Waukesha County, Wisconsin, bounded and described as follows:

Commencing at the northwest corner of the Northwest Quarter (NW 1/4) of Section 20; thence North 89°02'35" East along the north line of said Northwest Quarter (NW 1/4) 1302.965 feet; thence South 00°19'36" West along the west line of the East Half (E 1/2) of said Northwest Quarter (NW 1/4) 210.00 feet to the place of beginning of the lands herein to be described; thence South 00°19'36" West along said west line 2440.35 feet; thence North 89°03'03" East along the south line of said Northwest Quarter (NW 1/4) 1311.675 feet to the southeast corner of said Northwest Quarter (NW 1/4); thence North 00°08'18" East along the east line of said Northwest Quarter (NW 1/4) 1689.75 feet; thence South 87°50'35" West 833.63 feet; thence North 02°09'25" West 978.10 feet; thence South 89°02'35" West along the north line of said Northwest Quarter (NW 1/4) 166.665 feet; thence South 00°19'36" West 180.00 feet; thence South 89°02'35" West 15.00 feet; thence South 00°19'36" West 30.00 feet; thence South 89°02'35" West 249.00 feet to the place of beginning.

This is homestead property.

Together with all and singular the hereditaments and appurtenances thereunto belonging; and Loretta C. Heidtmann warrant(s) that the title is good, indefeasible in fee simple and free and clear of encumbrances except municipal and zoning ordinances, recorded easements for public utilities serving the property, recorded building and use restrictions and covenants, general taxes levied in the year of the closing and will warrant and defend the same.

Dated this 9th day of NOVEMBER, 1993.

*Loretta C. Heidtmann*  
Loretta C. Heidtmann  
Trustee of the Heidtmann Trust dtd. 6/25/93

*Loretta Heidtmann*  
Loretta Heidtmann

ACKNOWLEDGMENT

STATE OF WISCONSIN )  
                                  )ss  
WALKESHA COUNTY      )

Personally came before me this 9th day of NOVEMBER, 1993 the above named Loretta C. Heidtmann to me known to be the person who executed the foregoing instrument and acknowledged the same.

*David E. Wells*  
Notary Public David E. Wells  
Waukesha County, Wisconsin  
My commission: *permanent*

NOV 10 1993

This instrument was drafted by  
DAVID E. WELLS, MCLARIO & HELM, S.C.  
N88 W16783 Main Street, Menomonie Falls, Wisconsin 53051

EGC:FA:G:PC:SK:W:14 20-8-20

0963 OCT 15 8

State Bar of Wisconsin Form 3-2003

QUIT CLAIM DEED

Document Name



3700009

REGISTER'S OFFICE  
WAUKESHA COUNTY, WI  
RECORDED ON

10-15-2009 2:48 PM

JAMES R. BEHREND  
REGISTER OF DEEDS

REC. FEE: 4.00  
REC. FEE-CO: 5.00  
REC. FEE-ST: 2.00  
TRAN. FEE: 66.24  
TRAN. FEE-STAT: 264.96  
PAGES: 1

THIS DEED, made between Gudrun Dawson

("Grantor," whether one or more), and Virgil Dawson or his successors as trustee of the Dawson Trust

("Grantee," whether one or more).  
Grantor quit claims to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Waukesha County, State of Wisconsin ("Property") (if more space is needed, please attach addendum):

The Southeast 1/4 of Section 20, Township 8 North, of Range 20 East, Village of Menomonee Falls, Waukesha County, Wisconsin.

Recording Area

Name and Return Address

Karla S. Wyse  
Reinhart Boerner Van Deuren s.c.  
P.O. Box 2965  
Milwaukee, WI 53201-2965

MNFV 0080 999

Parcel Identification Number (PIN)

This is not homestead property.  
(ix) (is not)

Pol  
11  
1

TRANSFER  
\$ 331.20  
FEE

Dated this 9 day of September, 2009

Gudrun Dawson  
\* Gudrun Dawson

(SEAL)

(SEAL)

(SEAL)

(SEAL)

AUTHENTICATION

Signature(s) \_\_\_\_\_

authenticated on \_\_\_\_\_

ACKNOWLEDGMENT BY PUBLIC

STATE OF WISCONSIN

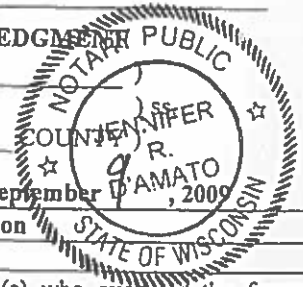
MILWAUKEE

Personally came before me on September 9, 2009  
the above-named Gudrun Dawson

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

Notary Public, State of WISCONSIN

My commission (is permanent) (expires: \_\_\_\_\_)



TITLE: MEMBER STATE BAR OF WISCONSIN  
(If not, \_\_\_\_\_  
authorized by Wis. Stat. § 706.06 )

THIS INSTRUMENT DRAFTED BY:

Jennifer R. D'Amato

Reinhart Boerner Van Deuren s.c.

(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATION TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

QUIT CLAIM DEED

©2003 STATE BAR OF WISCONSIN

FORM NO. 3-2003

\*Type name below signatures.

11 14 63 JUL - 08



WC3674828-001

State Bar of Wisconsin Form 7 - 2003

TRUSTEE'S DEED

Document Name

3674828

REGISTER'S OFFICE  
WAUKESHA COUNTY, WI  
RECORDED ON

07-06-2009 3:22 PM

JAMES R. BEHREND  
REGISTER OF DEEDS

REC. FEE: 4.00  
REC. FEE-CO: 5.00  
REC. FEE-ST: 2.00  
TRAN. FEE:  
TRAN. FEE-STATE:  
PAGES: 1

THIS DEED, made between Gudrun Dawson  
as Trustee of Dale and Gudrun Dawson Joint Revocable  
Trust ("Grantor," whether one or more),  
and Gudrun Dawson

\_\_\_\_\_  
("Grantee," whether one or more).

Grantor conveys to Grantee, without warranty, the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Waukesha County, State of Wisconsin ("Property") (if more space is needed, please attach addendum):  
The Southeast 1/4 of Section 20, Township 8 North, Range 20 East, Village of Menomonee Falls, Waukesha County, Wisconsin.

Recording Area

Name and Return Address

Kathryn Marek  
Reinhart Boerner Van Deuren s.c.  
1000 North Water Street, Ste 1700  
Milwaukee, WI 53202

FEE  
# 77.25(9)  
EXEMPT

MNFV 0080 999

Parcel Identification Number (PIN)

Exempt: 77.25(9)

Dated June 3, 2009

Gudrun Dawson (SEAL) \_\_\_\_\_ (SEAL)  
\* Gudrun Dawson \* \_\_\_\_\_

\_\_\_\_\_  
\* \_\_\_\_\_ (SEAL) \_\_\_\_\_ (SEAL)

AUTHENTICATION

Signature(s) \_\_\_\_\_

authenticated on \_\_\_\_\_

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, \_\_\_\_\_  
authorized by Wis. Stat. § 706.06)

THIS INSTRUMENT DRAFTED BY:

Kathryn A. Marek

ACKNOWLEDGMENT

STATE OF WISCONSIN )  
 )  
Waukesha ) ss.  
 )  
Waukesha COUNTY)

Personally came before me on 6/3/09,  
the above-named Gudrun Dawson

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

Kathryn A. Marek  
\* Kathryn A. Marek \*  
Notary Public, State of Wisconsin  
My Commission (is permanent) (expires: 12/20/2012)

(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

TRUSTEE'S DEED

STATE BAR OF WISCONSIN

FORM No. 7-2003

\*Type name below signatures.

# 36



TERMINATION OF DECEDENT'S  
PROPERTY INTEREST

1459 JUL-68

3674827

Use black ink

REGISTER'S OFFICE  
WAUKESHA COUNTY, WI  
RECORDED ON

07-06-2009 3:22 PM

JAMES R. BEHREND  
REGISTER OF DEEDS

REC. FEE: 25.00  
REC. FEE-CO:  
REC. FEE-ST:  
TRAN. FEE:  
TRAN. FEE-STATE:  
PAGES: 4

DECEDENT'S NAME J. DALE DAWSON	DATE OF DEATH JULY 5, 2008		
ADDRESS OF DECEDENT AT DATE OF DEATH 8200 SOUTH 68 <sup>TH</sup> STREET FRANKLIN, WI 53132	CITY	ST	ZIP

**PRESENTATION OF DEATH CERTIFICATE #2511 MILW HEALTH**  
I certify that I have viewed a certified copy of the decedent's death certificate.

*Sharon A. Noy*  
REGISTER OF DEEDS SIGNATURE  
Deputy Waukesha County

7-6-09  
DATE

Recording area

Interest in property is terminated under (please check appropriate statute):

- s. 867.045 which pertains to property in which the decedent was a joint tenant, had a vendor's or mortgagee's interest, or had a life estate. (You must provide a copy of the document establishing interest in property.)
- s. 867.046 which pertains to property of a decedent specified in a marital property agreement; survivorship marital property; or a third party confirmation. (You must provide a copy of the document establishing interest in property.)

Name and return address:

Kathryn Marek  
Reinhart Boerner Van Deuren s.c.  
P.O. Box 2965, Milwaukee, WI 53201

MNFV 0080 999

Parcel Identification Number



WC3674827-004

Presentation of recorded document establishing interest in real estate.

DOCUMENT # 728411	VOLUME/REEL 1145	PAGE/IMAGE 270	RECORDS/DEEDS
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Description of the real estate.

See Attached

The Southeast 1/4 of Section 20, Township 8 North, Range 20 East, Village of Menomonee Falls, Waukesha County, Wisconsin.

Description of personal property (if any) being transferred.

You may list savings accounts, checking accounts and securities on attached pages. Indicate person(s) receiving property.

**DECLARATION:** I(We) declare that this document is, to the best of my(our) knowledge and belief, true, correct and complete and is in conformity with the provisions and limitations of the Wisconsin Statutes.  
(If more space is needed, attach pages.)

Name and Address (List all remaindermen/ beneficiaries)	Applicant's Interest in Property (ie: spouse, remainderman)	Applicant Signature(Notarized) (Print or type name below signature)	Date
Dale and Gudrun Dawson Joint Revocable Trust	Trustee	<i>Gudrun Dawson</i>	6/2/09

This document was drafted  
by: (print or type name below)  
Kathryn A. Marek

STATE OF WISCONSIN, County of  
Subscribed and sworn to before me on:

by the above named person(s):

*Malwaukee*  
*June 2, 2009*  
Gudrun F. Dawson

NOTE: SEE DIRECTIONS.  
Wisconsin Register of Deeds  
Association Form HT-110  
Website Version 03/2007

Signature of Notary or other person  
authorized to administer an oath (as per  
s 706.06, 706.07)

Print or type name:

Title: Paralegal

*Kathryn A. Marek*  
Kathryn A. Marek

Date Commission Expires: 10/28/2012

THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

# 30

728411

INSTRUMENT Made this 4<sup>th</sup> day of December A. D. 1968  
Florence A. Becker,

part Y of the first part, and  
Irla Dawson,

part Y of the second part,  
Witnesseth, That the said part Y of the first part, for and in consideration  
of the sum of One Dollar (\$1.00) and other good and  
valuable consideration

to her in hand paid by the said part Y of the second part, the receipt  
whereof is hereby confessed and acknowledged, his given, granted, bargained, sold, remise, released, aliened,  
conveyed and confirmed, and by these presents do es give, grant, bargain, sell, remise, release, alien, convey, and  
confirm unto the said part Y of the second part, his heirs and assigns forever, the following  
described real estate, situated in the County of Waukesha and State of Wisconsin, to wit:

The Southeast 1/4 of Section 20, Township 8 North, of Range  
20 East, Waukesha, Wisconsin.

(IF NECESSARY, CONTINUE DESCRIPTION ON REVERSE SIDE)

Together with all and singular the hereditaments and appurtenances therunto belonging or in any wise  
appertaining; and all the estate, right, title, interest, claim or demand whatsoever, of the said part Y of the  
first part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises, and  
their hereditaments and appurtenances.

To Have and to Hold the said premises as above described with the hereditaments and appurtenances, unto  
the said part Y of the second part, and to his heirs and assigns FOREVER.

And the said Florence A. Becker

for herself and her heirs, executors and administrators, do es covenant, grant, bargain, and  
agree to and with the said part Y of the second part, his heirs and assigns; that at the time of the  
executing and delivery of these presents she is well seized of the premises above described, as of a  
good, sure, perfect, absolute and indefeasible estate of inheritance in the law; in fee simple, and that the same are  
free and clear from all incumbrances whatever, except municipal and zoning ordinances  
and easements and restrictions of record

and that the above bargained premises in the quiet and peaceable possession of the said part Y of the second  
part, his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part  
thereof, she will forever WARRANT AND DEFEND.

In Witness Whereof, the said part Y of the first part has hereunto set her hand and  
seal this 4<sup>th</sup> day of December A. D. 19 68.

SIGNED AND SEALED IN PRESENCE OF

Darryl K. Nevers  
Darryl K. Nevers  
Irving W. Zirbel  
Irving W. Zirbel

Florence A. Becker (SEAL)  
Florence A. Becker

State of Wisconsin, Waukesha County, } Personally came before me, this 4<sup>th</sup> day of December, A. D., 1968,  
the above named Florence A. Becker

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

THIS INSTRUMENT WAS DRAFTED BY

Irving W. Zirbel

NOTARY  
SEAL

GORDON H. SMITH, Jr. Notary Public  
Notary Public, Waukesha County, Wisconsin  
Permanent Commission  
My commission expires (if) 1971

728411

No. \_\_\_\_\_

FLORENCE A. BECKER

TO

J. DALE DAMSON

### Warranty Deed

This instrument should be immediately filed on file to avoid loss of tax filing rights.

This space reserved for Registrar of Deeds

REGISTRAR'S OFFICE  
Washington Co., Wis.

728411

RECEIVED FOR RECORD THE 28th DAY OF FEBRUARY A.D. 1968 AT 3:36 O'CLOCK P.M. AND RECORDED IN VOL. 1145 OF \_\_\_\_\_ COUNTY, WISCONSIN

Return to  
*Florence A. Becker*  
*J. Dale Damson*

This Deed, made between **Thomas G Pickhardt**, a single person Grantor and  
**The Dawson Trust** Grantee,

Witnesseth, That the said Grantor, for a valuable consideration of One Dollar (\$1.00) and other good and valuable consideration conveys to

Grantee the following described real estate in Waukesha County, State of Wisconsin:

Recorded Electronically  
ID 4385130  
County Waukesha  
Date 03-01-2019 Time 9:39AM  
Simplifile.com 800.460.5857

RETURN TO  
The Dawson Trust c/o Amy Schobor  
2835 S. Moorland Rd  
New Berlin, WI 53151

Tax Parcel No. MNFV 0082.982, LANV 0077.988  
This ~~is~~ is not homestead property.

SEE ATTACHED LEGAL DESCRIPTION

Grantor warrants that the title is good, indefeasible in fee simple and clear of encumbrances except: Municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, and general taxes levied in the year hereof, and will warrant and defend the same.

Dated: 2/21/2019  
Thomas G. Pickhardt  
Thomas G Pickhardt, by Julie Pickhardt, POA  
By Julie Pickhardt (POA)

AUTHENTICATION

Signature(s) \_\_\_\_\_  
authenticated this on \_\_\_\_\_  
TITLE: MEMBER STATE BAR OF WISCONSIN  
(If not, authorized by § (4,6) 706.06, Wis. Stats)

THIS INSTRUMENT WAS DRAFTED BY:  
Julie Pickhardt

ACKNOWLEDGEMENT

State of CO  
SS:  
Boulder County  
Personally came before me on 21 FEB 19, the  
above named **JULIE PICKHARDT** known to be the person(s) who  
executed the foregoing instrument and acknowledge the same.  
[Signature]  
Notary Public Boulder County, CO  
My Commission is permanent.  
If not, state expiration date: 05-04-21

(Signatures may be authenticated or acknowledge. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

STEVE KIM  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20114050711  
MY COMMISSION EXPIRES JUNE 4, 2021

**LEGAL DESCRIPTION:**

A PARCEL OF LAND IN THE NORTHEAST ONE-QUARTER (1/4) OF SECTION 20-8-20 AND THE NORTHWEST ONE-QUARTER (1/4) OF SECTION 21-8-20, VILLAGE OF MENOMONEE FALLS, WAUKESHA COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE EAST ¼ CORNER, SECTION 20-8-20, THENCE NORTH 88° 56' 30" WEST ON THE EAST ¼ LINE OF SAID SECTION 1301.00 FEET, THENCE NORTH 02° 20' 30" EAST 1325.50 FEET, THENCE SOUTH 89° 23' EAST - 1301.65 FEET, THENCE SOUTH 89° 45' EAST 402.70 FEET, THENCE SOUTH 02° 21' WEST - 80.00 FEET, THENCE NORTH 89° 45' WEST 58.13 FEET, THENCE SOUTH 02° 21' WEST - 300.00 FEET, THENCE SOUTH 89° 45' EAST 330.43 FEET, THENCE SOUTH 02° 21' WEST ON C/L OF MARCY ROAD 952.27 FEET, THENCE SOUTH 89° 58' WEST ON THE WEST ¼ LINE OF SECTION 21-8-20 675.13 FEET TO THE POINT OF BEGINNING; EXCEPTING THEREFROM THE FOLLOWING PORTION OF SAID PREMISES HERETOFORE SOLD TO J. DALE DAWSON:

THAT PART OF THE NE ¼ OF SECTION 20, T8N. R 20 E. VILLAGE OF MENOMONEE FALLS, WAUKESHA COUNTY, WISCONSIN BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE E ¼ CORNER, SEC. 20-8-20, THENCE N. 88° 56' 30" W. 801.63 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, THENCE CONTINUING N. 88° 56' 30" W. 499.37 FEET, THENCE N. 02° 20' 30" E. 1325.50 FEET, THENCE S. 89° 23' E. 490.00 FEET, THENCE S. 01° 56' W. 1329.10 FEET TO THE POINT OF BEGINNING.

This Deed, made between **Thomas G Pickhardt**, a single person Grantor and  
**The Dawson Trust** Grantee,

Witnesseth, That the said Grantor, for a valuable consideration of One Dollar (\$1.00) and other good and valuable consideration conveys to

Grantee the following described real estate in Waukesha County, State of Wisconsin:

Recorded Electronically  
ID 4385130  
County Waukesha  
Date 03-01-2019 Time 9:39AM  
Simplifile.com 800.460.5857

RETURN TO  
The Dawson Trust c/o Amy Schobor  
2835 S. Moorland Rd  
New Berlin, WI 53151

Tax Parcel No. MNFV 0082.982, LANV 0077.988  
This ~~is~~ is not homestead property.

SEE ATTACHED LEGAL DESCRIPTION

Grantor warrants that the title is good, indefeasible in fee simple and clear of encumbrances except: Municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, and general taxes levied in the year hereof, and will warrant and defend the same.

Dated: 2/21/2019  
Thomas G. Pickhardt  
Thomas G Pickhardt, by Julie Pickhardt, POA  
By Julie Pickhardt (POA)

AUTHENTICATION

Signature(s) \_\_\_\_\_  
authenticated this on \_\_\_\_\_  
TITLE: MEMBER STATE BAR OF WISCONSIN  
(If not, authorized by § (4,6) 706.06, Wis. Stats)

THIS INSTRUMENT WAS DRAFTED BY:  
Julie Pickhardt

ACKNOWLEDGEMENT

State of CO  
SS:  
Boulder County  
Personally came before me on 21 FEB 19, the  
above named **JULIE PICKHARDT** known to be the person(s) who  
executed the foregoing instrument and acknowledge the same.  
[Signature]  
Notary Public Boulder County, CO  
My Commission is permanent.  
If not, state expiration date: 05-04-21

(Signatures may be authenticated or acknowledge. Both are not necessary.)

STEVE KIM  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20114050711  
MY COMMISSION EXPIRES JUNE 4, 2021

**LEGAL DESCRIPTION:**

A PARCEL OF LAND IN THE NORTHEAST ONE-QUARTER (1/4) OF SECTION 20-8-20 AND THE NORTHWEST ONE-QUARTER (1/4) OF SECTION 21-8-20, VILLAGE OF MENOMONEE FALLS, WAUKESHA COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE EAST ¼ CORNER, SECTION 20-8-20, THENCE NORTH 88° 56' 30" WEST ON THE EAST ¼ LINE OF SAID SECTION 1301.00 FEET, THENCE NORTH 02° 20' 30" EAST 1325.50 FEET, THENCE SOUTH 89° 23' EAST - 1301.65 FEET, THENCE SOUTH 89° 45' EAST 402.70 FEET, THENCE SOUTH 02° 21' WEST - 80.00 FEET, THENCE NORTH 89° 45' WEST 58.13 FEET, THENCE SOUTH 02° 21' WEST - 300.00 FEET, THENCE SOUTH 89° 45' EAST 330.43 FEET, THENCE SOUTH 02° 21' WEST ON C/L OF MARCY ROAD 952.27 FEET, THENCE SOUTH 89° 58' WEST ON THE WEST ¼ LINE OF SECTION 21-8-20 675.13 FEET TO THE POINT OF BEGINNING; EXCEPTING THEREFROM THE FOLLOWING PORTION OF SAID PREMISES HERETOFORE SOLD TO J. DALE DAWSON:

THAT PART OF THE NE ¼ OF SECTION 20, T8N. R 20 E. VILLAGE OF MENOMONEE FALLS, WAUKESHA COUNTY, WISCONSIN BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE E ¼ CORNER, SEC. 20-8-20, THENCE N. 88° 56' 30" W. 801.63 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, THENCE CONTINUING N. 88° 56' 30" W. 499.37 FEET, THENCE N. 02° 20' 30" E. 1325.50 FEET, THENCE S. 89° 23' E. 490.00 FEET, THENCE S. 01° 56' W. 1329.10 FEET TO THE POINT OF BEGINNING.

STATE BAR OF WISCONSIN FORM 5 - 1982  
PERSONAL REPRESENTATIVE'S DEED

DOCUMENT NO.

4421229

REGISTER OF DEEDS  
WAUKESHA COUNTY, WI  
RECORDED ON

September 13, 2019 12:26 PM  
James R Behrend  
Register of Deeds

1 PG  
TOTAL FEE: \$30.00  
TRANS FEE: \$495.00

Book Page -



THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS

Mr. Virgil Dawson  
3044 Bark Lake Rd.  
Hubertus, WI 53033

CHRISTINE BROWN

DENNIS H. HANSEN

("Decedent"),

for a valuable consideration conveys, without warranty, to

THE DAWSON TRUST

Grantee,

the following described real estate in Milwaukee County,  
State of Wisconsin (hereinafter called the "Property"):

That part of the Northwest 1/4 of the Northwest 1/4 of  
Section 20, Township 8 North, Range 20 East, in the  
Village of Lannon, Waukesha County, Wisconsin  
described as follows:

LANV 0078.499

PARCEL IDENTIFICATION NUMBER

Commencing at the Northeast corner of the Northwest 1/4 of the Northwest 1/4 of  
Section 20, in Township 8 North, Range 20 East of the 4th Principal Meridian in  
the Town of Menomonee, now known as Village of Lannon, thence East 16 rods (264  
feet) along the North line of said Section; thence 10 rods (165 feet) South; thence  
16 rods (264 feet) West; thence 10 rods (165 feet) North along the East line of the  
Northwest 1/4 of the Northwest 1/4 to the place of beginning. Together with those  
lands conveyed in Deed recorded February 14, 1992 in Reel 1422, Image 488 as  
Document No. 1705654.

Personal Representative by this deed does convey to Grantee all of the estate and interest in the Property which the Decedent had immediately  
prior to Decedent's death, and all of the estate and interest in the Property which the Personal Representative has since acquired.

Dated this 23rd day of August, 2019

\_\_\_\_\_  
(SEAL)

\*  
Personal Representative

Christine Marie Brown PR (SEAL)

\* Christine Brown  
Personal Representative

AUTHENTICATION

Signature(s) Christine Brown

authenticated this 23rd day of August, 2019

\* Paul E. Petterson  
TITLE: MEMBER STATE BAR OF WISCONSIN  
(If not, \_\_\_\_\_  
authorized by §706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY

Paul E. Petterson, Attorney at Law

(Signatures may be authenticated or acknowledged. Both are not  
necessary)

ACKNOWLEDGMENT

State of Wisconsin,

} ss.  
County.

Personally came before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 19\_\_\_\_, the above named

to me known to be the person \_\_\_\_\_ who executed the foregoing  
instrument and acknowledge the same.

\*  
Notary Public, \_\_\_\_\_ County, Wis.  
My commission is permanent. (If not, state expiration date:  
\_\_\_\_\_, 19\_\_\_\_.)

\* Names of persons signing in any capacity should be typed or printed below their signatures.



**3. Names and addresses of property owners within 300'**

**Property Owner**

Halquist Stone Co, Inc.  
Beverly M Felten  
Edward T Leising and Angela C Leising  
Allen E Bargenquast  
Marjorie Mercer  
LANNON DEVELOPMENT GROUP LLC  
LANNON DEVELOPMENT GROUP LLC  
Gordon Ceasar  
Anthony F Rossi  
Michael Wick and Jean Wick  
Jennifer M Wand  
Jonathan C Pfeifer  
James Brown and Lori Brown

**Property Address**

18900 W Good Hope Rd.  
19822 W Good Hope Rd. Lannon, WI 53046  
20080 W Good Hope Rd. Lannon, WI 53046  
20114 W Good Hope Rd. Lannon, WI 53046  
20101 W Good Hope Rd. Lannon, WI 53046  
20179 W Good Hope Rd. Lannon, WI 53046  
Not Assigned  
W204N6758 Lannon Rd. Menomonee Falls, WI 53051  
18993 W Good Hope Rd. Lannon, WI 53046  
7118 Willow Ln. Lannon, WI 53046  
7066 Willow Ln. Lannon, WI 53046  
7046 Willow Ln. Lannon, WI 53046  
18821 Good Hope Rd. Lannon, WI 53046

**Owner Address**

PO Box 308 Sussex, WI 53089  
19822 W Good Hope Rd. Lannon, WI 53046  
20080 W Good Hope Rd. Lannon, WI 53046  
20114 W Good Hope Rd. PO Box 23 Lannon, WI 53046  
20101 W Good Hope Rd. PO Box 502 Lannon, WI 53046  
PO Box 35186 Charlotte, NC 28235  
N86W14041 Beacon St. Menomonee Falls, WI 53051  
W204N6758 Lannon Rd. Menomonee Falls, WI 53051  
18993 W Good Hope Rd. Lannon, WI 53046  
7118 Willow Ln. Lannon, WI 53046  
7066 Willow Ln. Lannon, WI 53046  
7046 Willow Ln. Lannon, WI 53046  
18821 Good Hope Rd. Lannon, WI 53046

#### **4. December 9, 2020 Plan of Operation (“PofO”)**

11

STONE QUARRY PLAN OF OPERATION  
LANNON STONE PRODUCTS, INC.  
VILLAGE OF LANNON, WISCONSIN

In accordance with Chapter 18, Article V of the Municipal Code of the Village of Lannon, the following Plan of Operation is submitted for the year commencing January 1, 2012, and thereafter, until amended:

1. The blasting procedures are to be performed in accordance with Sec. 18-143(a), (b), and (c) as follows and as stated elsewhere in this Plan of Operation:

(a) Energy Ratio and Particle Velocity: The allowable vibration of any blast at the nearest occupied or used residence not owned by the Operator shall not exceed an energy ratio of 0.5 based on the following formula or resultant particle velocity of 1.35 inches per second.

Energy Ratio = 0.5 = 10.823 f<sup>2</sup>A<sup>2</sup> where:

f = Frequency in cycles per second

A = Amplitude or displacement in inches

Energy Ratio = 0.274 V<sup>2</sup> (V = resultant particle)

(velocity expressed in inches per second)

(b) Measurement of Blasts: The operator of the quarry operation shall submit data to substantiate compliance with the above formula. This verification shall be performed by a seismological engineering firm or other personnel acceptable to the Village. Instrumentation shall be by seismograph approved by the Village Engineer. All expense for these tests shall be paid by the quarry operator.

(c) Blasting Log: A log in duplicate shall be kept of each blast on forms similar to the one on file in the Village Hall. The original copy of this blasting log shall be filed with the Village Clerk within 48 hours after the blast, and a copy shall be kept on file at the quarry office.

(d) Measurement of Air Blasts: The Village Engineer shall monitor all air blasts. Decibel levels shall not regularly exceed 130 or other acceptable safe level as measured at the nearest occupied or used residence not owned by the Operator 500 feet or more from the site of the blast. The reasonable cost of such monitoring shall be paid by the quarry operator. Nothing in this section, nor any other section of this agreement, shall

be interpreted to waive or in any way give up any vested rights of quarry operator not addressed in this document.

2. Four (4) or five (5) rock crushers will be used. Location thereof shall change from time to time, which change shall be approved by the Village Board; however, crushing shall only be allowed in areas described as "Land for Blasting and Crushing" on Exhibit D and defined as follows:

All that part of the Northeast Quarter (NE ¼), Southeast Quarter (SE ¼), Southwest Quarter (SW ¼) and Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) of Section 20, Town 8 North, Range 20 East, Village of Lannon, Waukesha County, Wisconsin bounded and described as follows: Commencing at the Northwest corner of the Northeast Quarter (NE ¼) of Section 20 being marked by a concrete monument with brass cap; thence South 00°08'18" West along the west line of said Northeast Quarter (NE ¼) 300.05 feet to the place of beginning of the lands where blasting and crushing activity is permitted; thence North 89°02'35" East 6.04 feet along a line 300.00 feet south of and parallel to the north line of the Northwest Quarter (NW ¼) of Section 20; thence North 88°55'43" East 1525.29 feet along a line 300.00 feet south of and parallel to the north line of the Northeast Quarter (NE ¼) of said Section 20; thence South 00°06'21" West 1024.34 feet; thence continuing South 00°06'21" West 230.00 feet; thence Southwesterly 366.00 feet along the arc of a curve of radius 230.00 feet, center lies to the west, chord bears South 44°31'02" West 328.59 feet; thence South 00°04'50" West 614.57 feet; thence South 88°52'21" West 1302.81 feet to the west line of the Northeast Quarter (NE ¼) of said Section 20; thence North 00°08'18" East along said west line 2100.21 feet to the place of beginning. Containing a net area of 70.3276 acres of land.

3. An aerial photograph of the land is shown and marked EXHIBIT E and attached.

4. Metering and inspection of every blast is to be performed by and under the supervision of the Village Engineer or other duly designated agent at the expense of the quarry operator, and any energy ratio measurements hereinafter provided shall be taken at the site of the occupied or used residence nearest to the blast not owned by quarry operator, which residence is at least 500 feet distant from the site of the blast.

5. The force of any blast shall not exceed the 0.5 energy ratio as now provided by Village Ordinance and quarry operator agrees after public hearing and notice to quarry operator, to abide by any future standards as to blast force which may in the future be adopted by ordinance, providing however, that quarry operator does not hereby waive its legal rights to protest the adoption of a more restrictive ordinance on the grounds of reasonableness or otherwise.

6. Quarry operator agrees not to charge any drill hole closer than 6 feet to the surface to lower the intensity of noise and shock. No drill hole shall be greater than 3.5 inches in diameter and except as provided below no more than 60 holes are to be included in a blast. The maximum number of holes included in the blast shall be decreased as ordered by the Village Engineer if particle velocities and/or air blasts using 60 holes are considered to be too great by the Village Engineer. In the areas limited to those described on Exhibit C, both the number of holes and their depth shall be regulated by the Village Quarry Committee in order to reasonably protect the Village residents while allowing Lannon Stone Products and its blasting contractor the opportunity to blast for the crushing of stone in a cost-effective and safe manner.

7. All blasting is to be done by a state-licensed professional blaster.

8. Lannon Stone Products, Inc. agrees to give at least a 2-hour notice of a proposed blasting to the Village Engineer, and the frequency and the extent of the inspections shall be at the discretion of the Village Engineer but within the parameters of this agreement.

9. The entire property zoned for quarrying and included in this Plan of Operation is described as follows:

All that part of the Northeast Quarter (NE ¼) and Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) and all that part of the Northeast Quarter (NE ¼), Northwest Quarter (NW ¼), Southeast Quarter (SE ¼) and Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of Section 20, Town 8 North, Range 20 East, Village of Lannon, Waukesha County, Wisconsin, bounded and described as follows: Commencing at the northwest corner of said Northwest Quarter (NW ¼); thence North 89°02'35" East along

the northerly line of said Northwest Quarter (NW ¼) 1566.965 feet; thence South 00°19'36" West 40.01 feet to the place of beginning of the land to be described; thence South 00°19'36" West 139.991 feet; thence South 89°02'35" West 15.000 feet; thence South 00°19'36" West 30.00 feet; thence South 89°02'35" West 249.00 feet to a point on the west line of the East Half (E ½) of said Northwest Quarter (NW ¼); thence South 00°19'36" West along said west line 2440.341 feet to a point on the south line of said Northwest Quarter (NW ¼); thence North 89°03'03" East along said south line 1311.676 feet to the southeast corner of said Northwest Quarter (NW ¼); thence North 88°52'21" East along the south line of the Northeast Quarter (NE ¼) of said Section 20, 1802.330 feet to a point South 88°52'21" West 803.578 feet from the southeast corner of said Northeast Quarter (NE ¼); thence North 00°15'09" West 1329.100 feet; thence South 88°54'03" West 52.000 feet; thence North 01°24'10" East 548.178 feet to a point on the westerly right-of-way line of Willow Lane; thence North 00°06'21" East along said westerly right-of-way line 725.972 feet to a point on the southerly right-of-way line of W. Good Hope Road, C.T.H. "W"; thence South 88°55'43" West along said southerly right-of-way line, 1750.866 feet; thence South 89°02'35" West along said southerly right-of-way line 871.302 feet; thence North 02°09'25" West along a jog in said right-of-way 10.002 feet; thence South 89°02'35" West along said southerly right-of-way line 168.399 feet to the place of beginning; containing 182.9404 acres of land.

REFERENCE BEARING: The North line of the Northeast Quarter (NE ¼) of Section 20, Town 8 North, Range 20 East, is used as the Reference Bearing and has a described bearing of N88°55'43"E per the Wisconsin State Plane Coordinate System (South Zone).

The above parcel descriptions are intended to regulate the use of the entire lands owned by the Dawson Family in the Village of Lannon consisting of approximately 200 acres.

No blasting or quarrying will be done outside the areas described in Exhibit C.

The permit to carry on crushing and blasting shall be limited to the property bounded and described as follows and shown on Exhibit D:

All that part of the Northeast Quarter (NE ¼), Southeast Quarter (SE ¼), Southwest Quarter (SW ¼) and Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) of Section 20, Town 8 North, Range 20 East, Village of Lannon, Waukesha County, Wisconsin bounded and described as follows: Commencing at the Northwest corner of the Northeast Quarter (NE ¼) of Section 20 being marked by a concrete monument with brass cap; thence South 00°08'18" West along the west line of said Northeast Quarter (NE ¼) 300.05 feet to the place of beginning of the lands where blasting and crushing activity is permitted; thence North 89°02'35" East 6.04 feet along a line 300.00 feet south of and parallel to the north line of the Northwest Quarter (NW ¼) of Section 20; thence North 88°55'43" East 1525.29 feet along a line 300.00 feet south of and parallel to the north line of the Northeast Quarter (NE ¼) of said Section 20; thence South 00°06'21" West 1024.34 feet; thence continuing South 00°06'21" West 230.00 feet; thence Southwesterly 366.00 feet along the arc of a curve of radius 230.00 feet, center lies to the west, chord bears South 44°31'02" West 328.59 feet; thence South 00°04'50" West 614.57 feet; thence South 88°52'21" West 1302.81 feet to the west line of the Northeast Quarter (NE ¼) of said Section 20; thence North 00°08'18" East along said west line 2100.21 feet to the place of beginning. Containing a net area of 70.3276 acres of land.

Blasting is allowed on all lands described as follows and shown on Exhibit C:

All that part of the Northeast Quarter (NE ¼) and Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) and all that part of the Northeast Quarter (NE ¼), Northwest Quarter (NW ¼), Southeast Quarter (SE ¼) and Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of Section 20, Town 8 North, Range 20 East, Village of Lannon, Waukesha County, Wisconsin bounded and described as follows: Commencing at the Northwest corner of the Northwest Quarter (NW ¼) of Section 20; being marked by a concrete monument with a brass cap; thence North 89°02'35" East along the north line of said Northwest Quarter (NW ¼) 1733.63 feet; thence South 02°09'25" East 150.03 feet to the point of beginning of the lands on which blasting is to be allowed; thence



North 89°02'35" East 869.31 feet along a line 150.00 feet south of and parallel to the north line of said Northwest Quarter (NW ¼); thence North 88°55'43" East 739.85 feet along a line 150.00 feet south of and parallel to the north line of the Northeast Quarter (NE ¼) of said Section 20; thence South 00°11'21" West 150.00 feet; thence North 88°55'43" East 788.59 feet; thence South 00°06'21" West 1024.43 feet; thence continuing South 00°06'21" West 230.00 feet; thence southwesterly 366.00 feet along the arc of a curve of radius 230.00 feet, center lies to the west, chord bears South 44°31'02" West 328.59 feet; thence South 00°04'50" West 614.57 feet; thence South 88°52'23" West 1302.81 feet on a line 250.00 feet north of and parallel to the south line of the Northeast Quarter (NE ¼) of Section 20; thence North 00°08'18" East 369.06 feet on the west line of said Northeast Quarter (NE ¼) of said Section 20; thence South 75°44'21" West 56.90 feet; thence South 89°52'30" West 41.74 feet; thence South 72°35'46" West 65.35 feet; thence South 27°31'01" West 39.12 feet; thence South 10°56'00" West 43.82 feet; thence North 72°50'56" West 9.50 feet; thence South 64°54'08" West 33.43 feet; thence South 89°03'02" West 92.98 feet; thence North 81°57'10" West 10.34 feet; thence South 71°40'16" West 5.42 feet; thence South 89°03'02" West 308.31 feet; thence North 70°35'12" West 0.81 feet; thence North 74°21'34" West 21.40 feet; thence North 34°10'00" West 6.53 feet; thence North 19°46'57" West 48.57 feet; thence North 22°03'24" West 60.12 feet; thence North 47°37'38" West 33.78 feet; thence North 20°45'51" West 57.23 feet; thence North 62°32'23" West 51.16 feet; thence North 15°44'19" West 26.61 feet; thence North 04°56'42" West 55.77 feet; thence North 12°31'53" West 0.26 feet; thence North 00°19'36" East 81.99 feet; thence North 11°46'19" East 10.06 feet; thence North 29°08'01" West 4.06 feet; thence North 00°19'36" East 26.75 feet; thence North 49°05'59" East 32.57 feet; thence North 34°06'20" West 43.33 feet; thence North 00°19'36" East 4.01 feet; thence North 33°32'28" East 34.46 feet; thence North 02°57'18" West 39.78 feet; thence North 04°29'00" East 70.94 feet; thence North 27°26'03" West 60.82 feet; thence North 63°51'18" West 49.04 feet; thence South 84°28'26" West 43.14 feet; thence North 82°45'16" West 6.40 feet; thence North 00°19'36" East 1306.83 feet; thence North 89°02'35" East 37.07 feet on a line 150.00

feet south of and parallel to the north line of the Northwest Quarter (NW ¼) of said Section to the place of beginning. Containing a net area of 111.9286 acres of land.

In addition, quarrying limited to blasting for building stone and landscape stone, shall be allowed within 250 feet of neighboring lands in the areas described in Exhibit A. - lands which were approved for quarrying activities and blasting by a conditional use grant in 2008.

Operator agrees to provide the following documentation to the Village no later than December 31, 2012: a certified survey map which (1) delineates and legally describes the entire lands owned by the Dawson Family in the Village of Lannon, (2) delineates and legally describes the areas where crushing and blasting are allowed under this Plan of Operation, (3) delineates and legally describes the areas where only blasting is allowed under this Plan of Operation, and (4) delineates and legally describes the applicable setbacks for the entire lands owned by the Dawson Family. Operator additionally agrees to provide, prior to execution of this Plan of Operation, a prepaid contract with an engineering firm to provide the above detailed certified survey map and corresponding legal descriptions.

10. Blasts will be scheduled to be detonated between the hours of 10:30 a.m. and 1:30 p.m. on days when the wind direction and weather conditions are most favorable to lessen the shock and noise. Blasting will be limited to Monday through Friday but not more than four days each week.

11. Hours of Operation. No quarrying operations, except loading and checkout of trucks for delivery, shall begin before 6:00 A.M. No quarrying operations shall continue after 6:00 P.M., Monday through Friday, and shall not continue after 2:00 P.M. on Saturday. There shall be no quarrying operations on Sunday or legal holidays.

12. Blasting shall be further regulated:

- (a) All blasting will be done with machine regulated sequences so that the charges are detonated in sequence rather than simultaneously to lessen the effect of the shock and noise.
- (b) The blasting will be so regulated as to absolutely safeguard all adjoining property owners from ever being subject to a barrage of flying stone or rock.
- (c) In the event increased legitimate citizen complaints are received relating to blasting, the Village and Lannon Stone Products will more closely scrutinize and regulate the blasting.

13. (a) The depth of the quarry operator's quarry pursuant to the prior Plan of Operation which was last amended in 1989 and updated in 1991 and 1993 updated from time to time was limited to approximately 720 feet above sea level, 1929 adjustment. It is the intent of the parties that the operator be able to operate at approximately 720 feet above sea level, except for a sump hole or holes not exceeding two (2) in number, which sump holes shall be reasonable in size to collect water entering the quarry. The ultimate depth of the quarry shall be limited as reasonably agreed between the quarry operator and the Lannon Village Board.

(b) Any well within guarantee limits as depicted on EXHIBIT F which develops verified lower static water levels and decreased reliable capacity, because of the lowering of either the Halquist or Lannon Stone quarry, or for no apparent reason, shall be repaired or reconstructed by Halquist and Lannon Stone, as their joint and several obligation, without involving the Village. In that the quarries have taken on the responsibility of repairing wells within the guarantee limits when there is no apparent reason, prior to the quarries having the obligation to pay or reimburse for such repairs, the quarries shall have the right to determine if the failure was due to a reason unrelated to the quarries' operations. Therefore, the obligation to repair and reconstruct hereunder is contingent upon the well owner first providing notice to the Operator and affording the Operator or its designees the opportunity to inspect the well. Further, the obligation to repair and reconstruct is contingent upon a finding that the well failure was due to the operations of either quarry or for no apparent reason. In addition, if the water quality of a

particular well within the well guarantee limits as depicted on EXHIBIT F is adversely affected, except by bacteria or suffer content, to the extent that water therein is unsafe for human consumption or otherwise affect such that a person of ordinary sensitivities would be unable to utilize the water from such well, repairs to the water system shall be made immediately and paid for under the fund established herein if the blasting operations of quarry operator cause such damage. In any situation in which Halquist and Lannon Stone have the obligation to repair or reconstruct a well, they shall provide the owner or occupant of the site with potable drinking water in quantities reasonably necessary for consumption by the owner, occupant and all residents of the dwelling. In addition, Halquist and Lannon Stone shall reimburse the owner or occupant for all reasonable costs arising as a consequence of the loss or inability to use the well until such time as the well is repaired or reconstructed. As respects any wells that are repaired or reconstructed by Halquist and Lannon Stone, a report shall be furnished to the Village within seven days of completion of repair or reconstruction providing the following information:

- (1) The nature of the problem which was encountered;
- (2) When Halquist or Lannon Stone was advised of such problem;
- (3) What was done to correct the problem;
- (4) When such work was completed
- (5) A copy of the repair invoice if work was done.

(c) Halquist and Lannon Stone shall, from time to time, upon request of the other party or the Village, furnish evidence to the requesting party, that it has on deposit in a bank or other savings institution in the Milwaukee Metropolitan Area the sum of \$20,000 (which may be in the form of an interest bearing savings account or a six-month (or less) certificate of deposit or treasury bill), standing as security for its obligations to repair or replace owners' wells and for that purpose only. Interest from such fund may be withdrawn by the party depositing the same but the principal shall not be withdrawn without the prior written consent of the Village. If, for any reason, the

parties do not immediately and promptly perform their obligations as set forth in preceding subparagraph (b), an independent well specialist may perform the same and may withdraw such amounts from said funds (withdrawing equally from the funds deposited by each of the parties) as may be necessary to compensate the independent well specialist for the reasonable cost incurred by him in performing such obligations. Each party shall immediately thereafter restore its fund so that said fund always contains \$20,000. Quarry operator shall present to the Village a statement or agreement from the institution utilized for the purposes set forth herein evidencing that this fund cannot be withdrawn by quarry operator without the consent of the Village. Such consent, however, will not be unreasonably withheld. If either Halquist or Lannon Stone is unable or refuses to perform its obligations under this subparagraph (c), such party shall forthwith surrender to the Village all permits relating to blasting, crushing or other quarry operations, and shall cease doing such business. Such surrender and cessation, however, shall not discharge said party from any obligations under this paragraph 13, attributable to any act or omission occurring prior to such surrender and cessation.

(d) Halquist and Lannon Stone shall each provide a certificate of liability insurance to the Village providing evidence that such party has liability insurance with limits of at least \$1 million.

(e) Halquist and Lannon Stone shall each work with the Village Engineer and Quarry Committee to analyze blasting procedures to ascertain whether vibration and air blasts can be minimized.

(f) Halquist and Lannon Stone agree among themselves (without, however, affecting in any manner their obligations to the Village) that as to the obligations set forth in subparagraph (b) hereof, they may agree in individual or shared responsibility for well repairs and/or renovation.

(g) To identify possible changes in the hydraulic condition of the rock being quarried, which changes could result in decreases in water levels in surrounding wells, Operator authorizes the Village to, at the Village's expense, install flow meters or other devices to measure such devices monthly or on whatever basis it deems appropriate.

Recognizing that water enters the quarry from other sources, the Operator also authorizes the Village to, at its expense, measure or otherwise obtain data respecting amounts of precipitation in the immediate area of the quarry, water flowing into the quarry from adjacent quarry sites, water flowing into the quarry from adjacent non-quarry sites, water flowing into the quarry from Operator's crushing operations, and water flowing into the quarry from any other source or sources.

14. Lannon Stone Products, Inc. agrees to maintain the berm bank along Good Hope Road.

15. The road from the scales to Good Hope Road shall continue to be paved and maintained by quarry operator with bituminous concrete, with sufficient turning area so that trucks will not have to go on the shoulders of the road. Quarry operator will sweep its driveway and exit roadway as often as necessary to keep it clean and free of excessive airborne dust using a street sweeper approved by the Village Engineer. Operator shall also sweep built up dust on West Good Hope Road where its trucks exit as often as necessary to keep excessive airborne dust to a minimum.

16. Quarry operator shall produce normal crushed material. However, fine material such as agricultural lime and mason sand are not to be produced.

17. The dust control equipment on the drill rig shall be maintained in good operating condition and shall be used on the drill rig to minimize the dust unless waived by the Village Engineer.

18. Quarry operator has installed a dust suppressant system. Quarry operator agrees to operate and maintain such dust suppressant system. In the event that for any reason such dust suppressant system is not operable, whether due to mechanical failure or weather conditions, making such system inoperable, quarry operator shall close down crushing operations at the Lannon quarry until such system becomes operable.

19. The location of the quarry limits, the location of adjacent residential properties, and the depth of the quarry is known and reflected by EXHIBIT E on file with the Village. On June 30th and December 31st of each year this Agreement is in effect, such information, including a statement that the operational level is consistent with Paragraph 13 of this Agreement, shall be updated and certified by a Civil

Engineer or similar expert. An affidavit as to such by operator shall satisfy these requirements.

20. Quarry operator agrees to abide by all of the terms and conditions of this Agreement and the Village of Lannon ordinances as may be validly enacted. In the event of any alleged breach, the Village shall notify quarry operator, and compliance within a reasonable time shall be required upon receipt of such notice.

In the event of any breach which is not corrected after receipt of such notice, the Village may proceed in the manner provided by law to enforce such ordinance or ordinances and such covenants by means of a proceeding at law or in equity to revoke the crushing permit, obtain injunctive relief, damage or forfeitures, or such other relief as the Village may deem appropriate. If the Village shall proceed to enforce such ordinance or ordinances and such covenants, and if the Village shall prevail in said proceedings, quarry operator agrees to pay to the Village all of the necessary actual costs in bringing said action in addition to any other relief that the Village may be granted.

In the event the Village is named as a defendant in any litigation as a result of its granting a blasting and crushing permit to Lannon Stone Products, Inc., the said quarry operator shall, in connection therewith, defend and indemnify the Village.

This plan of operation shall terminate at such time as the quarrying activities of Lannon Stone Products, Inc. terminate and it surrenders its quarrying permit or fails to apply for a renewal thereof.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

Dated this 20<sup>th</sup> day of August, 2012.

GRANTEE  
LANNON STONE PRODUCTS, INC.

By: [Signature]

By: \_\_\_\_\_

VILLAGE OF LANNON

By: [Signature]  
Jerry Newman, Village President

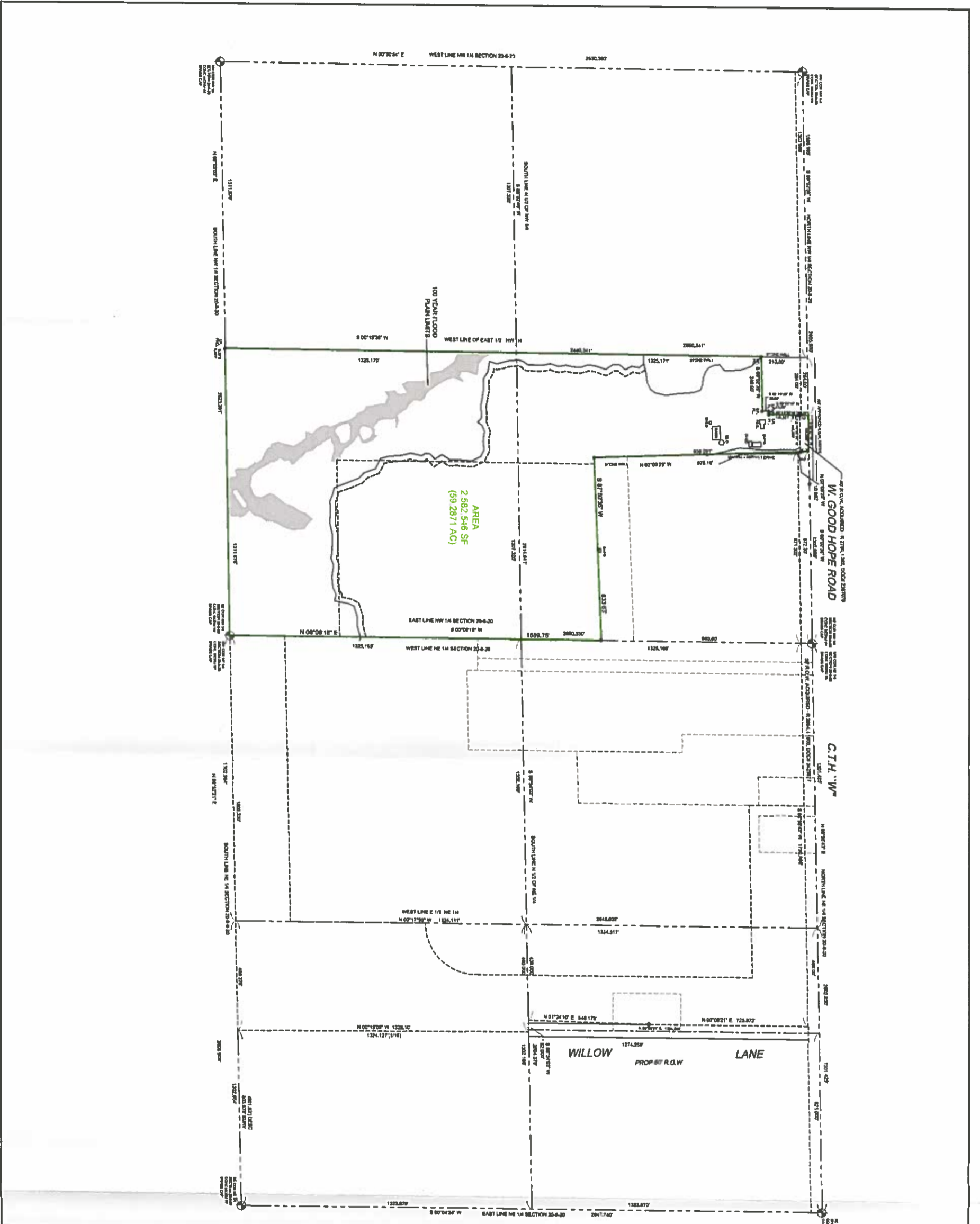
ATTEST  
[Signature]  
James J. Lamb, Village Clerk

State of Wisconsin }  
                                  } ss.  
County of Waukesha }

Personally came before me this 20 day of Aug 2012, the above named  
\_\_\_\_\_ who executed the foregoing instrument by its  
authority and on its behalf and acknowledged the same.

[Signature]  
Notary Public, State of Wisconsin  
My commission: 11-9-14





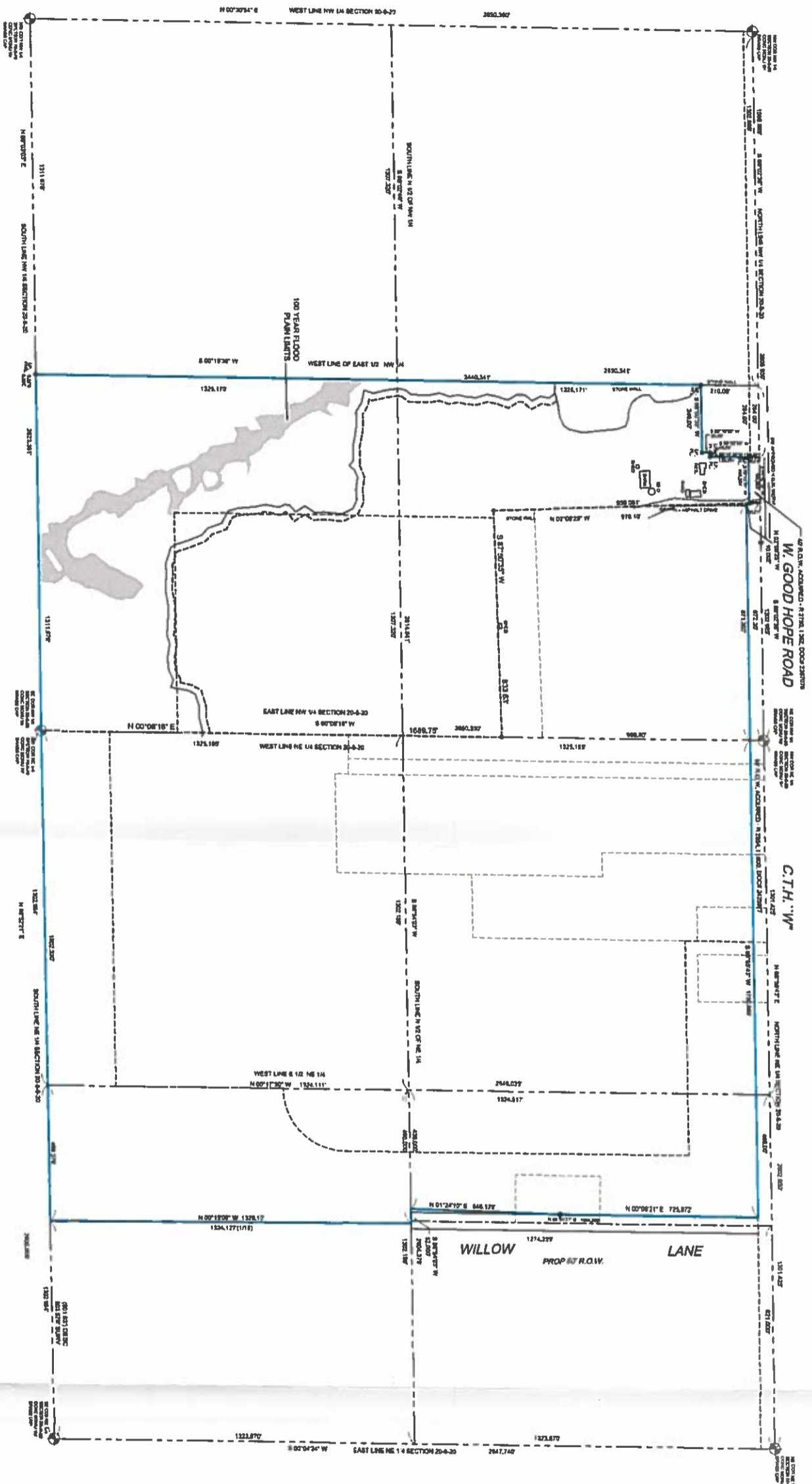
FOR: LANNON STONE PRODUCTS  
 RE: HETTMAN FARM

**LEGAL DESCRIPTION:**  
 All that part of the East Half (E 1/2) of the Northwest Quarter (NW 1/4) of Section 20, Town 8 North, Range 20 East, Village of Lannon, Waushara County, Wisconsin bounded and described as follows: Commencing at the Northwest corner of the Northwest Quarter (NW 1/4) of Section 20; thence North 89°02'35" East along the North line of said Northwest Quarter (NW 1/4) 1302.965 feet; thence South 00°19'36" West along the West line of the East Half (E 1/2) of said Northwest Quarter (NW 1/4) 210.00 feet to the place of beginning of the lands herein to be described; thence South 00°19'36" West along said West line 2440.35 feet; thence North 89°02'35" East along the south line of said Northwest Quarter (NW 1/4) 1311.675 feet to the Southeast corner of said Northwest Quarter (NW 1/4); thence North 00°08'18" East along the East line of said Northwest Quarter (NW 1/4) 1689.75 feet; thence South 87°50'23" West 833.63 feet; thence North 02°09'25" West 978.10 feet; thence South 89°02'35" West along the North line of said Northwest Quarter (NW 1/4) 166.665 feet; thence South 00°19'36" West 180.00 feet; thence South 89°02'35" West 15.00 feet; thence South 00°19'36" West 30.00 feet; thence South 89°02'35" West 249.00 feet to the place of beginning. Containing a net area of 59.2871 acres of land.

**REFERENCE BEARING:** The North line of the Northeast Quarter (NE 1/4) of Section 20, Town 8 North, Range 20 East, is used as the Reference Bearing and has a described bearing of N88°55'43"E per the Wisconsin State Plane Coordinate System (South Zone).

**EXHIBIT A**

EXHIBIT-HETTMAN FARM SUBJECT TO CONDITIONAL USE PERMIT  
 FOR: LANNON STONE PRODUCTS  
 PART OF NE 1/4 & NW 1/4 SECTION 20, T8N, R20E  
 VILLAGE OF LANNON, WAUKESHA COUNTY, WI.



FOR: LANNON STONE PRODUCTS  
 RE: PROPERTY IN VILLAGE OF LANNON

**LEGAL DESCRIPTION:**

All that part of the Northeast Quarter (NE 1/4) and Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) and all that part of the Northeast Quarter (NE 1/4), Northwest Quarter (NW 1/4), Southeast Quarter (SE 1/4) and Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of Section 20, Town 8 North, Range 20 East, Village of Lannon, Waushara County, Wisconsin, bounded and described as follows: Commencing at the northwest corner of said Northwest Quarter (NW 1/4); thence North 89°02'35" East along the northerly line of said Northwest Quarter (NW 1/4) 1566.965 feet; thence South 00°19'36" West 40.01 feet to the place of beginning of the land to be described; thence South 00°19'36" West 139.991 feet; thence South 89°02'35" West 13,000 feet; thence South 00°19'36" West 30.00 feet; thence South 89°02'35" West 249.00 feet to a point on the west line of the East Half (E 1/2) of said Northwest Quarter (NW 1/4); thence South 00°19'36" West along said west line 2440.341 feet to a point on the south line of said Northwest Quarter (NW 1/4); thence North 89°03'03" East along said south line 1311.676 feet to the southeast corner of said Northwest Quarter (NW 1/4); thence North 88°52'21" East along the south line of the Northeast Quarter (NE 1/4) of said Section 20, 1802.330 feet to a point South 88°52'21" West 803.578 feet from the southeast corner of said Northeast Quarter (NE 1/4); thence North 00°15'09" West 1329.100 feet; thence South 88°54'03" West 52.000 feet; thence North 01°24'10" East 248.178 feet to a point on the westerly right-of-way line of Willow Lane; thence North 00°06'21" East along said westerly right-of-way line 725.972 feet to a point on the southerly right-of-way line of W. Good Hope Road, C.T.H. "W"; thence South 88°55'43" West along said southerly right-of-way line, 1750.866 feet; thence South 89°02'35" West along said southerly right-of-way line 871.302 feet; thence North 02°09'25" West along a jog in said right-of-way 10,002 feet; thence South 89°02'35" West along said southerly right-of-way line 168,399 feet to the place of beginning, containing 182.9404 acres of land.

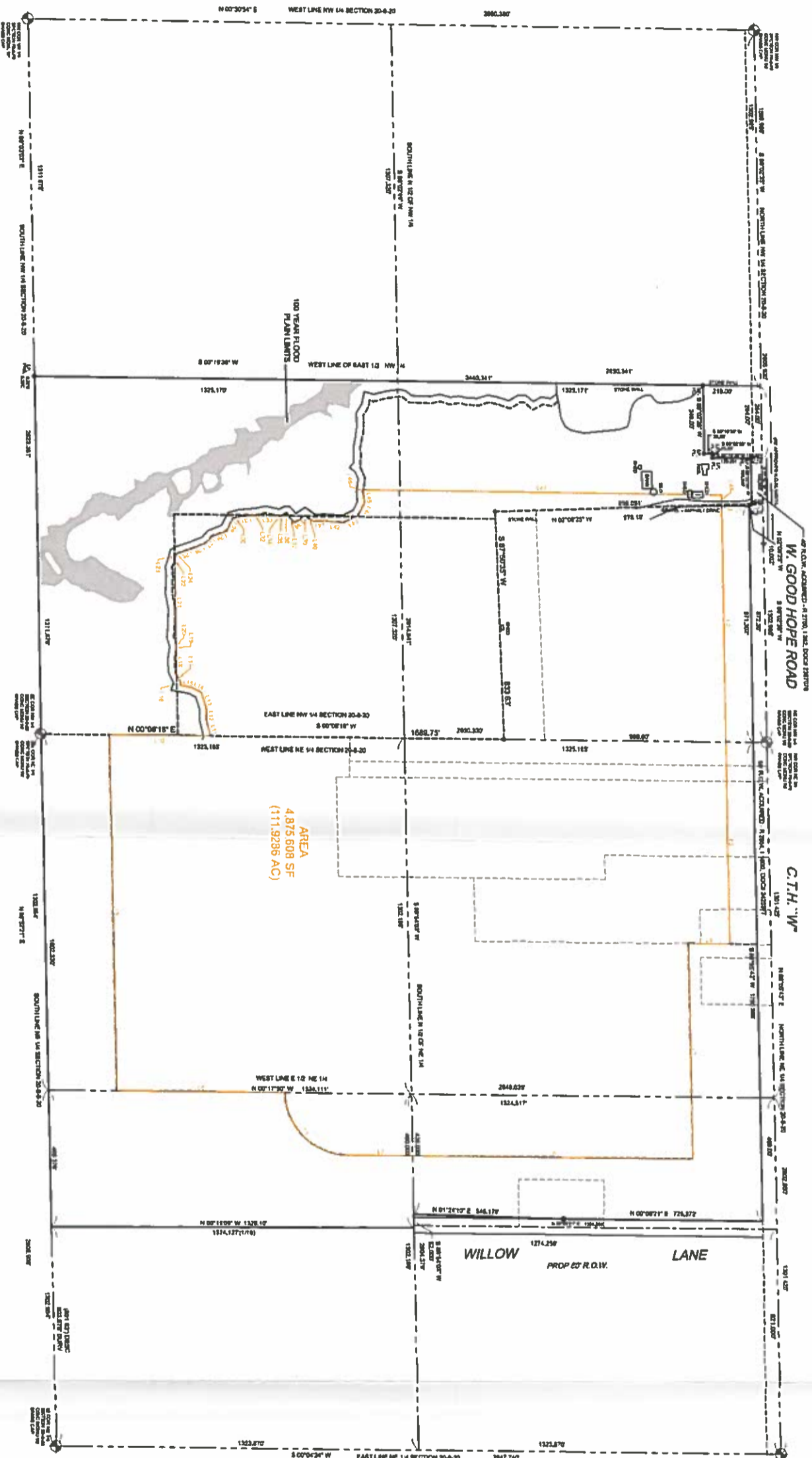
**REFERENCE BEARING:** The North line of the Northeast Quarter (NE 1/4) of Section 20, Town 8 North, Range 20 East, is used as the Reference Bearing and has a described bearing of N88°55'43"E per the Wisconsin State Plane Coordinate System (South Zone).

PLAT OF SURVEY  
 FOR: LANNON STONE PRODUCTS  
 PART OF NE 1/4 & NW 1/4 SECTION 20, T8N, R20E  
 VILLAGE OF LANNON, WAUSHARA COUNTY, WI.

**EXHIBIT B**

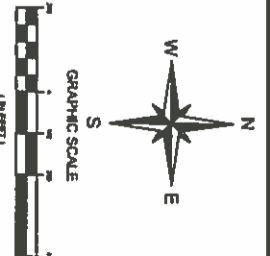
LINE	LENGTH	BEARING
L1	150.03'	S 02°09'25" E
L2	869.31'	N 89°02'35" E
L3	739.85'	N 88°55'43" E
L4	150.04'	S 00°11'21" W
L5	788.59'	N 88°55'43" E
L6	1024.34'	S 00°06'21" W
L7	230.00'	S 00°06'21" W
L8	614.57'	S 00°04'50" W
L9	1302.61'	S 88°52'23" W
L10	369.08'	N 00°08'18" E
L11	56.90'	S 75°44'21" W
L12	41.74'	S 89°52'30" W
L13	65.35'	S 72°35'46" W
L14	39.12'	S 27°31'01" W
L15	43.82'	S 10°56'00" W
L16	8.50'	N 72°50'58" W
L17	33.43'	S 64°54'08" W
L18	82.98'	S 89°03'02" W
L19	10.34'	N 81°57'10" W
L20	5.42'	S 71°40'16" W
L21	308.31'	S 89°03'02" W
L22	0.81'	N 70°35'12" W
L23	21.40'	N 74°21'34" W
L24	8.53'	N 34°10'00" W
L25	48.57'	N 18°46'57" W
L26	60.12'	N 22°03'24" W
L27	33.78'	N 47°37'36" W
L28	57.23'	N 20°45'51" W
L29	51.18'	N 62°32'23" W
L30	26.61'	N 15°44'18" W
L31	55.77'	N 04°56'42" W
L32	0.26'	N 12°31'53" W
L33	81.99'	N 00°19'36" E
L34	10.06'	N 11°46'19" E
L35	4.06'	N 29°06'01" W
L36	28.75'	N 00°19'36" E
L37	32.57'	N 49°05'59" E
L38	43.33'	N 34°06'20" W
L39	4.01'	N 00°19'36" E
L40	34.48'	N 33°32'28" E
L41	39.78'	N 02°57'18" W
L42	70.94'	N 04°29'00" E
L43	60.82'	N 27°26'03" W
L44	49.04'	N 63°51'18" W
L45	43.14'	S 84°28'26" W
L46	8.40'	N 82°45'16" E
L47	1306.83'	N 00°19'36" E
L48	37.07'	N 89°02'35" E

MARK	ARC	RADIUS	CHORD	BEARING	CEN ANGLE	DEF ANGLE	TAN BEARING	TAN BEARING
C1	386.00'	230.00'	328.59'	N 44°31'02" E	91°10'34"	45°35'17"	N 07°04'15" W	S 89°53'41" E



AREA  
4.875 ACRES  
(111,928.8 AC)

WILLOW LANE  
PROP 60' R.O.W.



FOR LANNON STONE PRODUCTS  
RE: PROPERTY IN VILLAGE OF LANNON

LEGAL DESCRIPTION:  
All that part of the Northeast Quarter (NE 1/4) and Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) and all that part of the Northeast Quarter (NE 1/4), Northwest Quarter (NW 1/4), Southeast Quarter (SE 1/4) and Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of Section 20, Town 8 North, Range 20 East, Village of Lannon, Waushara County, Wisconsin bounded and described as follows: Commencing at the Northwest corner of the Northeast Quarter (NW 1/4) of Section 20; thence North 89°02'35" East along the north line of said Northwest Quarter (NW 1/4) 1733.63 feet; thence South 02°09'25" East 150.03 feet to the point of beginning of the lands on which blasting is to be allowed; thence North 89°02'35" East 869.31 feet along a line 150.00 feet south of and parallel to the north line of said Northwest Quarter (NW 1/4); thence North 88°55'43" East 739.85 feet along a line 150.00 feet south of and parallel to the north line of the Northeast Quarter (NE 1/4) of said Section 20; thence South 00°11'21" West 150.00 feet; thence North 88°55'43" East 788.59 feet; thence South 00°06'21" West 230.00 feet; thence southwesterly 3566.00 feet along the arc of a curve of radius 230.00 feet, center line to the west, chord bears South 44°31'02" West 328.59 feet; thence South 00°06'21" West 614.57 feet; thence South 88°52'23" West 1302.61 feet on a line 250.00 feet north of and parallel to the south line of the Northeast Quarter (NE 1/4) of Section 20; thence North 00°08'18" East 369.08 feet on the west line of said Northwest Quarter (NE 1/4) of said Section 20; thence South 75°44'21" West 56.90 feet; thence South 89°52'30" West 41.74 feet; thence South 72°35'46" West 65.35 feet; thence South 27°31'01" West 39.12 feet; thence South 10°56'00" West 43.82 feet; thence North 72°50'58" West 8.50 feet; thence South 64°54'08" West 33.43 feet; thence South 89°03'02" West 92.98 feet; thence North 81°57'10" West 10.34 feet; thence South 71°40'16" West 5.42 feet; thence South 89°03'02" West 308.31 feet; thence North 70°35'12" West 0.81 feet; thence North 74°21'34" West 21.40 feet; thence North 34°10'00" West 8.53 feet; thence North 18°46'57" West 48.57 feet; thence North 22°03'24" West 60.12 feet; thence North 47°37'36" West 33.78 feet; thence North 20°45'51" West 57.23 feet; thence North 62°32'23" West 51.18 feet; thence North 15°44'18" West 26.61 feet; thence North 04°56'42" West 55.77 feet; thence North 12°31'53" West 0.26 feet; thence North 00°19'36" East 81.99 feet; thence North 11°46'19" East 10.06 feet; thence North 29°06'01" West 4.06 feet; thence North 00°19'36" East 4.01 feet; thence North 33°32'28" East 34.48 feet; thence North 02°57'18" West 39.78 feet; thence North 04°29'00" East 70.94 feet; thence North 27°26'03" West 60.82 feet; thence North 63°51'18" West 49.04 feet; thence South 84°28'26" West 43.14 feet; thence North 82°45'16" West 8.40 feet; thence North 00°19'36" East 1306.83 feet; thence North 89°02'35" East 37.07 feet on a line 150.00 feet south of and parallel to the north line of the Northwest Quarter (NW 1/4) of said Section 20 to the place of beginning. Containing a net area of 111,928.8 acres of land.

REFERENCE BEARING: The North line of the Northeast Quarter (NE 1/4) of Section 20, Town 8 North, Range 20 East, is used as the Reference Bearing and has a described bearing of N88°55'43"E per the Wisconsin State Plane Coordinate System (South Zone).

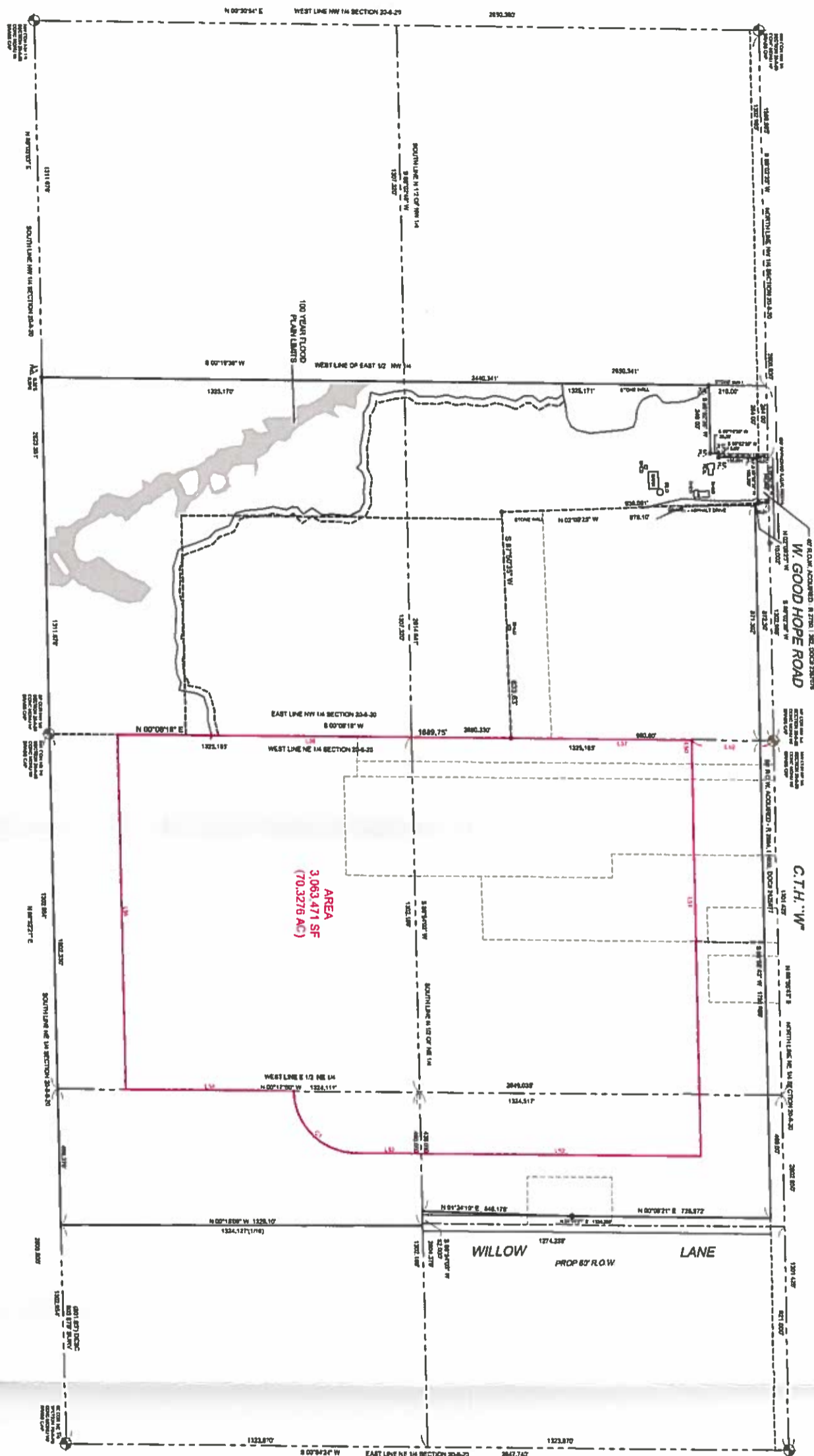
**EXHIBIT C**  
EXHIBIT LAND FOR BLASTING  
FOR LANNON STONE PRODUCTS  
PART OF NE 1/4 & NW 1/4 SECTION 20, T8N, R20E  
VILLAGE OF LANNON, WAUSHARA COUNTY, WI



FOR: LANNON STONE PRODUCTS  
RE: PROPERTY IN VILLAGE OF LANNON

**LEGAL DESCRIPTION:**  
All that part of the Northeast Quarter (NE 1/4), Southeast Quarter (SE 1/4), Southwest Quarter (SW 1/4), and Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) of Section 20, Town 8 North, Range 20 East, Village of Lannon, Waushara County, Wisconsin bounded and described as follows: Commencing at the Northeast corner of the Northeast Quarter (NE 1/4) of Section 20 being marked by a concrete monument with brass cap; thence South 00°08'18" West along the west line of said Northeast Quarter (NE 1/4) 300.05 feet to the place of beginning of the lands where blasting and crushing activity is permitted; thence North 89°02'33" East 6.04 feet along a line 300.00 feet south of and parallel to the north line of the Northeast Quarter (NW 1/4) of Section 20; thence North 88°55'43" East 1525.29 feet along a line 300.00 feet south of and parallel to the north line of the Northeast Quarter (NE 1/4) of said Section 20; thence South 00°06'21" West 1024.34 feet; thence continuing South 00°06'21" West 230.00 feet; thence Southwesterly 366.00 feet along the arc of a curve of radius 230.00 feet, center lies to the west, chord bears South 44°31'02" West 328.59 feet; thence South 00°04'50" West 614.57 feet; thence South 88°52'21" West 1302.81 feet to the west line of the Northeast Quarter (NE 1/4) of said Section 20; thence North 00°08'18" East along said west line 2100.21 feet to the place of beginning. Containing a net area of 70.3276 acres of land.

**REFERENCE BEARING:** The North line of the Northeast Quarter (NE 1/4) of Section 20, Town 8 North, Range 20 East, is used as the Reference Bearing and has a described bearing of N88°55'43" E per the Wisconsin State Plane Coordinate System (South Zone).



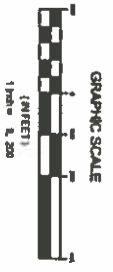
CURVE TABLE

MAIN CURVE	ARC	RADIUS	CHORD	BEARING	CEN ANGLE	DEF ANGLE	TAN BEARING	TAN BEARING
C1	396.00'	230.00'	328.59'	N 44°31'02" E	91°1034"	45°35'17"	N 01°04'15" W	S 89°55'41" E

LINE TABLE

LINE	LENGTH	BEARING
L48	300.05'	S 00°08'18" W
L50	6.04'	N 89°02'33" E
L51	1525.29'	N 88°55'43" E
L52	1024.34'	S 00°06'21" W
L53	230.00'	S 00°06'21" W
L54	614.57'	S 00°04'50" W
L55	1302.81'	S 88°52'21" W
L56	1076.10'	N 00°08'18" E
L57	1026.11'	N 00°08'18" E

EXHIBIT-D FOR BLASTING AND CRUSHING  
FOR: LANNON STONE PRODUCTS  
PART OF NE 1/4 & NW 1/4 SECTION 20, T8N, R20E  
VILLAGE OF LANNON, WAUKESHA COUNTY, WI.



FOR: LANNON STONE PRODUCTS  
RE: PROPERTY IN VILLAGE OF LANNON

**LEGAL DESCRIPTION:**  
All that part of the Northeast Quarter (NE 1/4) and Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) and all that part of the Northeast Quarter (NE 1/4), Northwest Quarter (NW 1/4), Southeast Quarter (SE 1/4) and Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of Section 20, Town 8 North, Range 20 East, Village of Lannon, Waukesha County, Wisconsin, bounded and described as follows: Commencing at the northwest corner of said Northwest Quarter (NW 1/4); thence North 89°02'35" East along the northerly line of said Northwest Quarter (NW 1/4) 1566.965 feet; thence South 00°19'36" West 40.01 feet to the place of beginning of the land to be described; thence South 00°19'36" West 139.991 feet; thence South 89°02'35" West 15.000 feet; thence South 00°19'36" West 249.00 feet to a point on the west line of the East Half (E 1/2) of said Northeast Quarter (NW 1/4); thence South 00°19'36" West along said west line 2440.341 feet to a point on the south line of said Northwest Quarter (NW 1/4); thence North 89°03'03" East along said south line 1311.676 feet to the southeast corner of said Northwest Quarter (NW 1/4); thence North 88°52'21" East along the south line of the Northeast Quarter (NE 1/4) of said Section 20, 1802.330 feet to a point South 88°52'21" West 803.578 feet from the southeast corner of said Northeast Quarter (NE 1/4); thence North 00°15'09" West 1329.100 feet; thence South 88°54'03" West 52.000 feet; thence North 01°24'10" East 548.178 feet to a point on the westerly right-of-way line of Willow Lane; thence North 00°06'21" East along said westerly right-of-way line 725.972 feet to a point on the southerly right-of-way line of W. Good Hope Road, C-1 H. "W"; thence South 88°55'43" West along said southerly right-of-way line, 1750.866 feet; thence South 89°02'35" West along said southerly right-of-way line 871.302 feet; thence North 02°09'25" West along a log in said right-of-way 10.002 feet; thence South 89°02'35" West along said southerly right-of-way line 168.399 feet to the place of beginning; containing 182.9404 acres of land.

**REFERENCE BEARING:** The North line of the Northeast Quarter (NE 1/4) of Section 20, Town 8 North, Range 20 East, is used as the Reference Bearing and has a described bearing of N88°55'43" E per the Wisconsin State Plane Coordinate System (South Zone).

# EXHIBIT E

PLAT OF SURVEY  
FOR: LANNON STONE PRODUCTS  
PART OF NE 1/4 & NW 1/4 SECTION 20, T8N, R20E  
VILLAGE OF LANNON, WAUKESHA COUNTY, WI.



## 5. Map with topography

Notes:

- 300' Residential & Quarry Neighbors
- Property Boundaries

Amendment Map



PMG

April 11, 2020

Rev. 1

Sheet

1

