

**AWARD OF DAMAGES  
BY THE FRIENDSHIP LAKE DISTRICT**

This Award of Damages is made pursuant to a Relocation Order of the Friendship Lake District dated October 25, 2017, as amended, and filed in the office of the County Clerk of Adams County, for the protection and improvement of Friendship Lake located in Adams County.

The Friendship Lake District having determined it necessary for the public purpose set forth in the Relocation Order, as amended, has authorized the acquisition of a parcel of real estate and associated rights therein (the "Dam") as set forth in the attached legal description, and to which the following person has an interest:

<u>Owner Name &amp; Address</u>	<u>Interest</u>
Charles D. Pheiffer 2933 West 14 <sup>th</sup> Lane Adams, WI 53910	fee simple owner

The interest acquired by this award is fee simple, subject to all easements, restrictions, and rights of way of record.

**Legal Description**

See attached Exhibit A.

Said Dam and rights therein will be occupied by the Friendship Lake District or its agents on January 26, 2018. The Friendship Lake District has complied with all jurisdictional requirements pursuant to Wis. Stat. Ch. 32, and makes this Award of Damages to the above-named owner of the Dam, in the sum of One Hundred Ten Thousand and 00/100 Dollars (\$110,000.00), less pro-rated taxes (if applicable), for the acquisition of the Dam and rights therein as set forth in the attached legal description.

FRIENDSHIP LAKE DISTRICT

 1/23/2018

Name: Robert C. Berry  
Title: Chairman

**539062**

**RECORDED-ADAMS COUNTY WI  
REGISTER OF DEEDS OFFICE  
JODI M. HELGESON-REGISTER  
01/31/2018 01:33 PM  
RECORDING FEE: 30.00  
TRANSFER FEE:  
DOR EXEMPT #: 12  
# OF PAGES: 7**

**\*\*The above recording information  
verifies that this document has  
been electronically recorded and  
returned to the submitter.\*\***

This space is reserved for recording data

Prepared by and Return to:

Attorney Micheal D. Hahn  
Axley Brynelson, LLP  
Post Office Box 1767  
Madison, WI 53701-1767

Parcel Identification Number/Tax Key Number

126-00016-0000



**EXHIBIT A**  
**LEGAL DESCRIPTION**

See attached legal descriptions contained in the attached deeds:

Quit Claim Deed dated January 7, 1985, and recorded in the Register of Deeds Office for Adams County on February 5, 1985 as Document No. 296938, Vol. 168, Pages 63-64.

Quit Claim Deed dated November 11, 1988, and recorded in the Register of Deeds Office for Adams County on December 5, 1988 as Document No. 316651, Vol. 473, Pages 32-33.

DOCUMENT NO. **296938** STATE BAR OF WISCONSIN FORM 3 - 1985  
 QUIT CLAIM DEED  
 VOL 168 PAGE 63

Register's Office } ss  
 RECEIVED FOR RECORD THE 5 DAY  
 OF FEB 11 1985 AT 3:00  
 O'CLOCK P. M., AND RECORDED IN VOL.  
 168 OF M.R. PAGE 63-64  
 QUINN-DOWDLE, REGISTER

The Village of Friendship, a municipal corporation.....  
 quit-claims to Charles D. Phaffer.....

the following described real estate is Adams County,  
 State of Wisconsin:

F.F.E.  
 7.17.25(2)  
 EXEMPT

Tax Parcel No: .....

All that part of the Northwest Quarter (NW<sup>1</sup>/<sub>4</sub>) of Section Five (5), Township Seventeen (17) North, Range Six (6) East, Adams County, Wisconsin, described as follows: Commencing at the Southwest corner of said Northwest Quarter (NW<sup>1</sup>/<sub>4</sub>); thence North along the West line of said Northwest Quarter (NW<sup>1</sup>/<sub>4</sub>), 128 feet; thence East to a point in the center line of S.T.L. #13 which shall be the point of beginning for this description; thence Northwesterly, Northerly and Northwesterly along the center line of said highway to a point 496.4 feet North of the South line of aforesaid Northwest Quarter (NW<sup>1</sup>/<sub>4</sub>) of said Section Five (5); thence East to the high water mark at the mill pond; thence continuing East on the last named bearing, 80 feet; thence Southwesterly, 80 feet East of the high water mark of the mill pond to a point on the South bank of the mill pond at high water mark; thence Westerly at high water mark to a point due East of the

DESCRIPTION CONTINUED ON REVERSE SIDE

This is not homestead property.  
 (u) (to not)

Dated this 7th day of JANUARY, 1985.

(SEAL) By: George Brademan, Jr. (SEAL)  
Beatrice S. Joyce (SEAL)

George Brademan, Jr., President  
 Beatrice S. Joyce, Clerk

**AUTHENTICATION**

Signature(s) \_\_\_\_\_  
 \_\_\_\_\_  
 authenticated this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

TITLE: MEMBER STATE BAR OF WISCONSIN  
 (If not authorized by § 704.50, Wis. Stats.)

**ACKNOWLEDGMENT**

STATE OF WISCONSIN } ss.  
 ADAMS County.

Personally came before me this \_\_\_\_\_ day of JANUARY, 1985, the above named George Brademan, Jr., President, and Beatrice S. Joyce, Clerk, of the Village of Friendship

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

Donald L. Hollman  
 Notary Public, Adams County, Wis.  
 My Commission expires \_\_\_\_\_

THIS INSTRUMENT WAS DRAFTED BY  
**HOLLMAN & POLLEK LAW OFFICE**  
 317 Main Street, P. O. Box 98  
 Friendship, WI 53934-0098  
 (608) 339-3381  
 (Signatures may be authenticated or acknowledged. Both are not necessary.)

3:00

DESCRIPTION CONTINUED

point of beginning; thence West to the point of beginning, including the powerhouse, dam, and control gates located on above lands.

Subject to the rights of the Wisconsin Power and Light Company set forth in a deed recorded in Volume 139 of Adams County Register of Deeds Records at Pages 453-454 with Document No. 195160 whereby they reserved a perpetual right to an easement to maintain, operate and construct or reconstruct all existing electrical distribution and transmission lines and the right to cut or remove any present or future trees which may interfere with or endanger said lines and the right of ingress and egress over the driveway at the powerhouse or means of ingress and egress to the substation of the grantor located South of and adjacent to the powerhouse lands.

Also, excepting and reserving to Wisconsin Power and Light Company, its successors and assigns, forever, the ownership of all coal, oil, gas, casing-head gas, and all minerals of every kind and nature in, on, or under the surface of the lands heretofore described, together with the full right and license at any and all times to enter upon said lands to explore or drill for, and to protect, conserve, mine, drill, take, remove and market any and all such products, and to do all things convenient and necessary for the full enjoyment of the exception and reservation herein contained; provided, if, in the exercise of these rights, the owner's property and structures are damaged, the Wisconsin Power and Light Company will pay reasonable damages to the grantor for such damages. This paragraph shall in no way be construed to convey or grant to Wisconsin Power and Light Company, its successors and assigns, any further rights, other than those set forth in said Vol. 139 of Adams County Records at Pages 453-454 with Document No. 195160. Nothing herein shall be considered to abrogate the duties of Wisconsin Power and Light Company, its successors and assigns, from complying with all State and Federal laws applicable for the preservation of said rights.

In addition thereto, there is hereby conveyed all rights of flowage in and to the following described lands, to-wit: the East one-half of the Northwest Quarter (E $\frac{1}{2}$  NW $\frac{1}{4}$ ); the West one-half of the Northwest Quarter (W $\frac{1}{2}$  NW $\frac{1}{4}$ ); the Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$  NE $\frac{1}{4}$ ), all in Section Four (4), Township Seventeen (17) North, Range Six (6) East. The Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$  NE $\frac{1}{4}$ ); the West one-half of the Northeast Quarter (W $\frac{1}{2}$  NE $\frac{1}{4}$ ); all that part of the Northwest Quarter (NW $\frac{1}{4}$ ) lying East of the main road running Northwesterly and Southerly through said quarter section, all in Section Five (5), Township Seventeen (17) North, Range Six (6) East. The South one-half of the Southeast Quarter (S $\frac{1}{2}$  SE $\frac{1}{4}$ ) of Section Thirty-two (32), Township Eighteen (18) North, Range Six (6) East. The Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$  SE $\frac{1}{4}$ ); the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$  SW $\frac{1}{4}$ ); the Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$  SW $\frac{1}{4}$ ), all in Section Thirty-three (33), Township Eighteen (18) North, Range Six (6) East. Also, any and all other rights of flowage or rights in and to the bed of the Little Roche-A-Che River and mill pond acquired by the Grantor or the Wisconsin Power and Light Company by deed, easement, condemnation or prescription, excepting those specifically omitted herein and deleted from the deed recorded in Volume 139 of Adams County Records at pages 453-454 with Document No. 195160.

ADAMS COUNTY REGISTER

C4

DOCUMENT NO. 316851

STATE BAR OF WISCONSIN FORM 3 - 1932  
QUIT CLAIM DEED

VOL 473 PAGE 32

THIS SPACE RESERVED FOR ADDITIONAL DATA

REGISTER'S OFFICE } 69  
ADAMS COUNTY VI }  
RECEIVED FOR RECORD

DEC 05 1988

AT 1.30 P. M. VOL 473  
OF 2102 PAGE 32-32  
Cliff Thackeray, Deputy

WISCONSIN POWER AND LIGHT COMPANY  
A WISCONSIN CORPORATION  
quit-claims to CHESTER D. PHILLIPS

The following described real estate in Adams County, State of Wisconsin:

TRANSFER  
CHANCY 27.25 (3)  
FEE

Tax Parcel No. 120-16

See Exhibit "A" attached hereto and made a part hereof.

*Dam*

This is not heretofore property.  
(b) (if not) 11th day of November 1988  
Total this day of Wisconsin Power and Light Company  
(SEAL) James E. Johnson, Vice President (SEAL)  
(SEAL) Thomas A. Landgraf, Secretary (SEAL)

AUTHENTICATION

Signature(s) \_\_\_\_\_  
authenticated this 11th day of November 1988

TITLE MEMBER STATE BAR OF WISCONSIN  
(If not authorized by § 736.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY  
Karen T. Hood  
KTH

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

ACKNOWLEDGMENT

STATE OF WISCONSIN  
Dane County, 11th day of November 1988  
Personally came before me this day of the above named James E. Johnson, Vice President and Thomas A. Landgraf, Secretary of Wisconsin Power and Light Company

In my known to be the person who executed the foregoing instrument and acknowledged the same.  
THOMAS J. ERSTAD  
Notary Public  
My Commission expires 10/1/92  
date Sept. 20th 1988

QUIT CLAIM DEED

STATE BAR OF WISCONSIN  
FORM 3 - 1932

Minimum Total Fees: \$4.00  
Minimum Fee: \$1.00

C5

EXHIBIT "A"

VOL 173 PAGE 33

The purpose of this document is to release all right, title or interest in the mill dam and associated appurtenances created by that certain Warranty Deed dated March 18, 1926 and recorded on March 18, 1926 in Volume 86 of Deeds on Page 512-515 as Document Number 93197 or by conveyance, condemnation or prescription which was intended to be transferred in that certain Warranty Deed dated December 10, 1964 and recorded on January 21, 1965 in Volume 139 of Deeds on page 453-454, as Document Number 195150 and that certain Quit Claim Deed dated December 10, 1964 and recorded on January 21, 1965 in Volume 139 of Deeds on page 455 as Document Number 195161 to the Village of Friendship, and intended to be released from the Grantor's Indenture of Mortgage or Deed of Trust in that certain Release dated November 27, 1964 and recorded on December 14, 1964 in Volume 66 of Miscellaneous Mortgages on Pages 583-585 as Document Number 194740 as said right, title, or interest is located in the parcel of land described as follows:

A parcel of land in the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section 5, Town 17 North, Range 6 East which lies East of the centerline of State Trunk Highway No. 13 and West of Friendship Lake, and which is bounded on the North by the South line of a parcel of land described in Warranty Deed recorded in Volume 163 of Records, Pages 572-573 as Document Number 206107, and which is bounded on the South by the North line of a parcel of land described in Quit Claim Deed recorded in Volume 168 of Micro-Records, Pages 63-64 as Document Number 296938.

All the foregoing references to Volume, Page and Document Number are as recorded in the office of the Register of Deeds for Adams County, Wisconsin.

Excepting and reserving to Wisconsin Power and Light Company, its successors and assigns, the perpetual right and easement to maintain, operate, rebuild or remove its electric transmission and distribution lines, as they now exist, on over and across the above-described lands, and to permit the attachment hereto of electric or telephone wires owned by others.

Together with the right to enter upon said premises for the purpose of erecting such structures and stringing said wire, inspecting, and repairing or removing the same. The Grantee agrees that no hay or grain stacks, building mobile homes, trees, tanks, antennas, windmills or other structures shall be placed within above described easement strip, and that the Grantor has the right to trim or remove such trees as may be located within above distances from the reference line, and other trees which, in the judgement of the Grantee, may interfere with or endanger said electric line, and chemically treat from time to time the area within the boundaries of said easement for the purpose of controlling the growth of trees and shrubs growing within said boundaries, without additional compensation. The Grantee further agrees that the elevation of the existing ground surface located within said easement strip will not in any way be altered more than one (1) foot without the prior written consent of the grantor. Said Grantor, however, expressly agrees that it will pay a reasonable sum for damage to other property, including crops, that may be caused by its employees in building and repairing said structures and wires.

Said Grantor shall not have the right to erect any fence or building on such land other than said line structures and wires, and the right is hereby expressly reserved to said Grantee, heirs or assigns, of every use and enjoyment of said land not inconsistent with the maintenance, operation, repair, or removal of such structures and wires, and the trimming and removal of such trees as aforesaid.

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