

# **INVITATION FOR SEALED BID OF AGRICULTURAL LAND**

## **BIDDER PACKET**

(Includes Site Information, Terms of Sale, Instructions, & Bid Forms)

## **HEIRS OF E. ELIZABETH HEIMKE AND KARL HEIMKE**

### **Property Location:**

The Northeast Quarter (N.E.1/4) of Section Twenty-two (22), the Southeast Quarter(S.E.1/4) of the Southwest Quarter (S.W.1/4) of Section (15), and the West Sixty acres of the Southeast Quarter (S.E.1/4) of Section (15), all in Township Three (3) North of Range Three (3) West of the 4th P.M., in Grant County, Wisconsin; EXCEPTING therefrom a one-half acre parcel described in that document recorded in Volume 212, Page 553 of Records in the office of the Register of Deeds for Grant County, Wisconsin.

### **CLOSING BID DATE**

August 26, 2021  
4:00 pm

Auction Administrator:  
Attorney Nathan Russell  
Russell Law Offices, SC  
223 S. Main Street  
PO Box 740  
Cuba City, WI 53807  
Phone: 608-448-3680

# **INVITATION FOR SEALED BID OF AGRICULTURAL LAND**

## **GENERAL INFORMATION ABOUT PROPERTY OFFERED FOR SALE**

1. The Northeast Quarter (N.E.1/4) of Section Twenty-two (22), the Southeast Quarter(S.E.1/4) of the Southwest Quarter (S.W.1/4) of Section (15), and the West Sixty acres of the Southeast Quarter (S.E.1/4) of Section (15), all in Township Three (3) North of Range Three (3) West of the 4th P.M., in Grant County, Wisconsin; EXCEPTING therefrom a one half acre parcel described in that document recorded in Volume 212, Page 553 of Records in the office of the Register of Deeds for Grant County, Wisconsin.
2. Area of Site: 259.5 acres +/-
3. Real Property Legal Description:  
  
See attached addendum.
4. Present Use: Agricultural/Timber

## **TERMS AND CONDITIONS OF SALE**

### **1. DEADLINE FOR BID SUBMISSION**

It is the responsibility of the bidder to confirm that your bid is delivered within the time and at the place outlined in the Bidder Packet. No bids received after the time established in the Bidder Packet will be considered and those bids will be returned unopened.

### **2. DESCRIPTIONS IN BIDDER PACKET**

The description of the property set forth in the Bidder Packet and any other information provided herein with respect to said property is based on information available to the Auction Administrator and are believed to be correct, but any error or omission, including but not limited to the omission of any information, shall not constitute ground or reason for nonperformance of the contract sale, or claim by purchaser for allowance, refund, or deduction from the purchase price.

**THE ADDENDUMS TO THIS PACKET ARE FOR INFORMATION PURPOSES ONLY. THE DATA ONLY REFLECTS INFORMATION READILY AVAILABLE AND IS NOT INDICATIVE OF THE ENTIRE**

**FARM AS ONLY CURRENT TILLABLE ACRES ARE GENERALLY REFLECTED IN ADDENDUM DOCUMENTS.**

3. BIDDING OPTIONS

The total acres owned by the seller is approximately 259.5 acres +/- . These acres are split into two non-conjoining farms. Farm A has approximately 99.5 acres +/- while Farm B has approximately 160 acres +/- . The seller will accept bids on each farm separately as well as both farms together.

4. TERMS

All cash; "As-is" basis. Bid Deposit is due at the time of bid submission. No offer will be accepted without a Bid Deposit. Balance of purchase price is due upon closing. The high bidder must be prepared to close after September 1, 2021 but prior to December 1, 2021. The closing can be moved up to accommodate a 1031 exchange by the buyer but possession of the property will not be given until the 2021 crop season is completed. No rent will be prorated for 2021 and a lease exists on all farms for 2021.

5. DEPOSIT

\$5,000.00 deposit is required to be included with your bid. Cashier's check, money order, or certified check only which must be made payable to **"RUSSELL LAW OFFICES SC IOLTA TRUST ACCOUNT"**. No offer will be accepted without Bid Deposit in the form and amount indicated above. One deposit is acceptable if you bid on only one farm, bid on both farms or on the entire acreage.

6. BID DEPOSIT – TERMS

Bids to purchase must be on a cash basis only. **NO FINANCING IS AVAILABLE FROM THE SELLER.** The seller has no information on the availability of private financing or on the suitability of this property for financing. A bid deposit of \$5,000.00 is required. Only money orders, cashier's checks or certified checks will be accepted. **A BID DEPOSIT MUST ACCOMPANY EACH AND EVERY BID.**

Upon selection of the highest bidder, the deposits of the losing bidders will be mailed back within 14 business days of the closing bid date, which is August 26, 2021.

7. AWARD OF BID

The property will be awarded to the bidder, who meets the terms and conditions stated in this packet and recites the highest acceptable dollar value over the reserve price. In the event that two or more high bids are received that are equal in all

respects, the parties will be involved in a second bid process that will be limited to the tied bidders.

8. MODIFICATION AND/OR WITHDRAWAL OF BID

The Seller will not entertain claims from bidders for withdrawal or modification of bids after the bids have been opened because of ignorance of the condition of the property offered for sale or misrepresentation of the terms and conditions of the sale.

9. RESERVE PRICE

The seller has established a minimum reserve price for the sale of this property. The seller is choosing not to publish this reserve price. The winning bidder will be the highest bid above this reserve price and who meets the terms and conditions stated in this packet. If the reserve price is not met, all bidders will be notified within fourteen (14) business days of bid closing.

10. CONTRACT FOR SALE

The high bid, when accepted by the seller, shall constitute an agreement for sale between the successful bidder and the seller. Such agreement shall constitute the whole contract to be succeeded only by the formal conveyance instrument unless modified in writing and signed by both parties. Neither oral statements nor representations made by or for or on behalf of each party shall become part of such contract; nor shall the contract or any interest therein be transferred or assigned by the successful bidder without written consent of the seller. Any assignment transaction without such consent shall negate the sale at the decision of the seller.

11. INSPECTION

Bidders are invited, urged, and cautioned to inspect the property to be sold prior to submitting a bid. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the auction.

**BIDDERS SHALL CONTACT THE AUCTION ADMINISTRATOR TO SETUP A TIME TO INSPECT THE PROPERTY. *BIDDERS ARE NOT ALLOWED ON THE PROPERTY WITHOUT A REPRESENTATIVE FROM THE AUCTION ADMINISTRATOR. THE PROPERTY IS CURRENTLY LEASED AND BIDDERS ARE NOT GRANTED ACCESS WITHOUT APPROVAL OF SELLER AND TENANTS.***

The property is currently rented. Out of courtesy to the renter please do not enter the property without representation from the auction administrator.

12.     CONDITION OF PROPERTY

The property is offered for sale and will be sold "As Is" without representation, warranty, or guaranty as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose for which intended, and no claim for any allowance or deduction upon such grounds will be considered after the bid closing date or conclusion of the auction.

13.     NOTICE OF ACCEPTANCE OR REJECTION OF BIDS

You will be notified by mail of acceptance or rejection of your bid within fourteen (14) business days after the day of the closing bid date.

14.     GROUND S FOR REJECTION OF BIDS

The seller expressly reserves the right to reject any and all bids when deemed by the seller as irregular or when such bid is an amount less than the reserve price. Bids containing any qualifying or contingency clause not mentioned in the Bidder Packet may be declared irregular and rejected. Minor irregularities in the bid form such as misspelled words, may be waived and the bid accepted, at the seller's determination.

15.     DEFAULT AND FORFEITURE OF BID DEPOSIT

Any default by the successful bidder in the performance of the contract of sale created by mutual acceptance shall forfeit the bid deposit and the seller shall take such action as it deems necessary and appropriate to enforce and/or conclude the sale including redress, awarding title to the next highest acceptable bidder, or re-advertising the property for sale. Bidder in default will be responsible for seller's legal fees for such default.

16.     TITLE EVIDENCE

The seller will provide title evidence at his expense within three weeks of the accepted bid. If the buyer defaults on agreement, the buyer will be responsible for the cost incurred by the seller to obtain title evidence. A copy of the preliminary title evidence is attached to this packet.

17.     TITLE

Following an accepted bid, the seller will convey its interest in the subject property in the form of a Warranty Deed. The conveyance will include any restrictions currently recorded.

18. SURVEY

The seller is not providing a survey.

19. MANAGED FOREST

Certain portions of the land are enrolled in Managed Forest Land project through the Wisconsin Department of Natural Resources. A copy of the plan is attached to this packer for review. This plan does impact the land. Buyer is responsible for determining if the contract is transferable or not.

20. SPECIAL ASSESSMENT

The buyer will assume the payment of any unpaid deferred charges or special assessments for public improvements levied against the parcel at the time of sale. Amounts of these outstanding charges will be disclosed in the bidder packet, if known. There are no special assessments that are currently levied against this property according to our records.

21. REAL ESTATE TAXES

The buyer will be liable for all general real estate taxes levied against the parcel after title is transferred.

22. RENT FOR THE 2021 GROWING SEASON

Rent for the 2021 growing season will NOT be prorated as a part of this sale. The seller will keep all 2021 rent regardless of when this transaction is closed.

23. CLOSING AND PAYMENT OF CLOSING COSTS

The successful bidder shall, on a mutually agreeable date, close between September 1, 2021 but prior to December 1, 2021 by paying the balance of the purchase price. Upon receipt of the payment, the seller will deliver a Warranty Deed naming the successful bidder as grantee.

The closing will take place at Russell Law Offices, SC, 223 S. Main Street Cuba City, WI 53807 or Tri-County Title Services, 15 W Main St, Platteville, WI 53818. The closing costs for the transfer shall be divided in the following manner:

Seller shall pay for:

- Title Evidence
- Transfer Tax
- Drafting of Deed
- Their legal fees

Buyer shall pay for:

- Closing Fee
- Recording Fee
- Any cost from financing
- Any other additional costs

## INSTRUCTIONS TO BIDDERS

### 1. Special Bid Forms

You *must* submit your bid on one copy of the special Bid Form provided in duplicate with this packet and furnish all information called for. If your bid is submitted on other forms or it fails to furnish all information required, it may be rejected at the sole option of the seller. Your bid should be filled out legibly with all erasures, strikeovers, and corrections initialed by the person signing it and it must be manually signed by you or your agent in ink. You should retain the duplicate copy of the bid form.

### 2. Special Bid Envelope

Place the bid form in the special envelope accompanying this proposal. Place your name and address in the upper left-hand corner of this envelope. No responsibility will be implied to any employee of the Auction Administrator for the premature opening of or failure to open a bid, which is not properly addressed and placed in the special envelope attached to this bulletin.

### 3. Bids Executed by Agents of Bidder

A bid executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated copy of Power of Attorney or other written evidence of the authority to act on behalf of the bidder.

- a. Corporation: If the bidder is a corporation, the Certificate of Corporate Bidder must be executed. A duly authorized officer of the corporation other than the officer signing the bid must execute the certificate under the corporate seal. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary to be true copies.
- b. Partnership or Limited Liability Company (LLC): If the bidder is a partnership or LLC, and all partners/members sign the bid, with a notation that they are all the partners/members, the seller will not require any proof of the existence of the partnership/LLC. If all the partners/members do not sign the bid, then the names of all those except limited partners must be furnished on the bid and the seller, in its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership/LLC.

### 4. Deposit Must Accompany Bid

***The bid submitted must be accompanied by a bid deposit in the form of a money order, certified check, or cashier's check payable to Russell Law Office, SC IOLTA Trust Account in the amount of \$5,000.00. Failure to provide such bid deposit shall require rejection of the bid.*** Upon acceptance of a bid, the appropriate bid deposit of the successful



bidder shall be applied toward payment of the bidder's obligation to the seller. Bid deposits of unsuccessful bidders will be returned to bidders via U.S. mail without interest, as promptly as possible after the bid opening. ***No personal checks or cash will be accepted. Bids containing those items will be summarily rejected.***

5. Bid Must be Delivered by Deadline

Bids *must* be in the hands of the Auction Administrator, Russell Law Offices, SC, 223 S. Main Street Cuba City, WI 53807 ***before 4:00 PM on August 26, 2021.*** There are no exceptions to this deadline. Bids, whether hand delivered or mailed, that are received after the above-stated deadline will not be opened and will be returned to the bidder.

6. Notice of Acceptance or Rejection

Notice by the seller of acceptance of a bid shall be deemed to have been sufficiently given when mailed to the high bidder or his duly authorized representative at the address indicated in the bid documents. Upon notice, the winning bidder agrees to enter into a written offer to purchase with the seller based on the terms of the Bid Form and the Bidding Packet.

Notice by the seller of rejection of a bid shall be deemed sufficiently given when the bid deposit of the rejected or unsuccessful bidder has been mailed to the bidder at the address provided on the self-addressed envelope.

The seller's processing of a bid deposit shall not, in itself, constitute acceptance of the bidders offer. The seller reserves the right to reject any or all bids or portions thereof.

## OFFER TO PURCHASE REAL PROPERTY

The Northeast Quarter (N.E.1/4) of Section Twenty-two (22), the Southeast Quarter(S.E.1/4) of the Southwest Quarter (S.W.1/4) of Section (15), and the West Sixty acres of the Southeast Quarter (S.E.1/4) of Section (15), all in Township Three (3) North of Range Three (3) West of the 4th P.M., in Grant County, Wisconsin; EXCEPTING therefrom a one half acre parcel described in that document recorded in Volume 212, Page 553 of Records in the office of the Register of Deeds for Grant County, Wisconsin.

This offer is subject to the procedures, terms and conditions of the "INVITATION FOR SEALED BID OF AGRICULTURAL LAND" Bidder Packet, which is incorporated herein by reference. The undersigned bidder hereby offers and agrees, if this bid is accepted, between September 1, 2021 and December 1, 2021, to purchase the sale item indicated above that corresponds with the Real Property Legal Description in the Bidder Packet.

Select the Farm(s) you are bidding on (may select more than one)

\_\_\_\_\_ Farm A (99.5 acres +/- North of Broulliard Hill Road) Amount of Total Bid for Farm: \_\_\_\_\_

\_\_\_\_\_ Farm B (160 acres +/- South of Broulliard Hill Road) Amount of Total Bid for Farm: \_\_\_\_\_

\_\_\_\_\_ Both Farm A & B Amount of Total Bid for Farms: \_\_\_\_\_

The Instrument of conveyance should name the following Grantee(s):

Bidder is: ( ) Individual ( ) Partnership ( ) Trustee ( ) Corporation

Name: \_\_\_\_\_

Street: \_\_\_\_\_

City: \_\_\_\_\_

Telephone: \_\_\_\_\_

Signature: \_\_\_\_\_

Signer's Name & Title: \_\_\_\_\_

NON-INDIVIDUAL BIDDERS PLEASE SEE NEXT PAGE

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MUST BE COMPLETED BY CORPORATE AND TRUSTEE BIDDERS

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CERTIFICATE OF CORPORATE BIDDER

**To be completed by corporate official other than the person-signing bid above**

I, \_\_\_\_\_, certify that I am \_\_\_\_\_  
(Secretary or other official)

of the Corporation named as bidder herein; that \_\_\_\_\_ who  
signed this bid on behalf of the bidder, was then \_\_\_\_\_ of  
the said Corporation: that said bid was duly signed for and on behalf of said corporation by  
authority of its governing body is within the scope of its corporate powers.

\_\_\_\_\_  
Signature of Certifying Corporate Officer

\_\_\_\_\_  
Date

## OFFER TO PURCHASE REAL PROPERTY

The Northeast Quarter (N.E.1/4) of Section Twenty-two (22), the Southeast Quarter(S.E.1/4) of the Southwest Quarter (S.W.1/4) of Section (15), and the West Sixty acres of the Southeast Quarter (S.E.1/4) of Section (15), all in Township Three (3) North of Range Three (3) West of the 4th P.M., in Grant County, Wisconsin; EXCEPTING therefrom a one half acre parcel described in that document recorded in Volume 212, Page 553 of Records in the office of the Register of Deeds for Grant County, Wisconsin.

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\_\_\_ Farm B (160 acres +/- South of Broulliard Hill Road) Amount of Total Bid for Farm: \_\_\_

\_\_\_\_\_ Both Farm A & B Amount of Total Bid for Farms: \_\_\_\_\_

The Instrument of conveyance should name the following Grantee(s):

Bidder is: ( ) Individual ( ) Partnership ( ) Trustee ( ) Corporation

Name: \_\_\_\_\_

Street: \_\_\_\_\_

City: \_\_\_\_\_

Telephone: \_\_\_\_\_

Signature: \_\_\_\_\_

Signer's Name & Title: \_\_\_\_\_

NON-INDIVIDUAL BIDDERS PLEASE SEE NEXT PAGE

**Bids *must* be in the hands of the Auction Administrator, Russell Law Offices, SC, 223 S. Main Street Cuba City, WI 53807 *before 4:00 PM on August 26, 2021.* There are no exceptions to this deadline. Bids, whether hand delivered or mailed, that are received after the above-stated deadline will not be opened and will be returned to the bidder.**

MUST BE COMPLETED BY CORPORATE AND TRUSTEE BIDDERS

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CERTIFICATE OF CORPORATE BIDDER

**To be completed by corporate official other than the person-signing bid above**

I, \_\_\_\_\_, certify that I am \_\_\_\_\_  
(Secretary or other official)

of the Corporation named as bidder herein; that \_\_\_\_\_ who  
signed this bid on behalf of the bidder, was then \_\_\_\_\_ of  
the said Corporation: that said bid was duly signed for and on behalf of said corporation by  
authority of its governing body is within the scope of its corporate powers.

\_\_\_\_\_  
Signature of Certifying Corporate Officer

\_\_\_\_\_  
Date

## ADDENDUM

The Northeast Quarter (N.E.1/4) of Section Twenty-two (22), the Southeast Quarter(S.E.1/4) of the Southwest Quarter (S.W.1/4) of Section (15), and the West Sixty acres of the Southeast Quarter (S.E.1/4) of Section (15), all in Township Three (3) North of Range Three (3) West of the 4<sup>th</sup> P.M., in Grant County, Wisconsin; EXCEPTING therefrom a one half acre parcel described in that document recorded in Volume 212, Page 553 of Records in the office of the Register of Deeds for Grant County, Wisconsin.



**Fidelity National Title**  
Insurance Company

Fidelity National Title Insurance Company  
P.O. Box 45023  
Jacksonville FL 32232-5023

## SCHEDULE A

Commitment Number: TC-8891

1. Commitment Date: May 25, 2021 at 4:00 P.M.
2. Policy or Policies to be issued:
  - (a) 2006 ALTA® Owner's Policy      Proposed Policy Amount: \$ 15,000.00  
 Proposed Insured:  
**Qualified Purchaser to be Determined**
  - (b) 2006 ALTA® Loan Policy      Proposed Policy Amount: \$ NONE  
 Proposed Insured:
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:  
**E. Elizabeth Heimke, deceased, and Karl F. Heimke, deceased,  
 Subject to Transfer on Death Deed to Susan Elizabeth (Heimke) Thompson, William Karl Heimke II, Robert Herold Heimke, and Sally Ann (Heimke) Karst**

TRI-COUNTY TITLE SERVICES, LLC  
15 W. Main St., PO Box 631  
Platteville, WI 53818  
Phone: 608-348-5700  
tct@tricountytitleservices.com  
ALTA® Universal ID: 1089877

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by FIDELITY NATIONAL TITLE INSURANCE COMPANY. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; [and] Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form].*

**SCHEDULE A**  
**(continued)**

Commitment Number: TC-8891

5. The Land is described as follows:

The Northeast Quarter (N.E.1/4) of Section Twenty-two (22), the Southeast Quarter (S.E.1/4) of the Southwest Quarter (S.W.1/4) of Section Fifteen (15), and the West Sixty acres of the Southeast Quarter (S.E.1/4) of Section Fifteen (15), all in Township Three (3) North of Range Three (3) West of the 4th P.M., in Grant County, Wisconsin; EXCEPTING therefrom a one half acre parcel described in that document recorded in Volume 212, Page 553 of Records in the office of the Register of Deeds for Grant County, Wisconsin.

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For Informational Purposes:

Tax Parcel Number: 052-00322-0000  
052-00326-0000  
052-00327-0000  
052-00462-0000  
052-00463-0000  
052-00464-0000  
052-00465-0000

Property Address: 6023 Stage Road  
Potosi, WI 53820

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**SCHEDULE B, PART I**  
**Requirements**

Commitment Number: TC-8891

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

WARRANTY DEED from Susan Elizabeth (Heimke) Thompson, William Karl Heimke II, Robert Herold Heimke, and Sally Ann (Heimke) Karst to Qualified Purchaser to be Determined.

THE PROPOSED DEED should either designate the subject property as non-homestead, identify the grantor as unmarried or to be joined in by the grantor's spouse.

5. **It appears that Karl F. Heimke is deceased. A certificate of termination of joint tenancy, application for transfer to surviving joint tenant, or summary confirmation of interest in property where applicable, or other due proceeding shall be had wherein the apparent transfer to the surviving vestee is evidenced of record to the satisfaction of the Company.**
6. **It appears that E. Elizabeth Heimke is deceased. A Transfer on Death to Beneficiary (TOD-110) or summary confirmation of interest in property where applicable, or other due proceeding shall be had wherein the apparent transfer to the surviving vestee is evidenced of record to the satisfaction of the Company.**

Page 1 of 2

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**SCHEDULE B, PART I**  
**(continued)**  
**Requirements**

Commitment Number: TC-8891

7. The Proposed Policy Amount shown in Schedule A hereof must be increased in an amount equivalent to the full value of the subject premises before the policy will be issued. At such time additional charge will be made in conformity with established rates.
8. This commitment does not insure against judgments and/or liens which may appear of record against the unnamed proposed owners. Said judgments and or liens, if any, will be made a part of the commitment after the names of said proposed owners are disclosed to us.

Page 2 of 2

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## SCHEDULE B, PART II

### Exceptions

Commitment Number: TC-8891

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Liens, hook-up charges or fees, deferred charges, reserve capacity assessments, impact fees, or other charges or fees due and payable on the development or improvement of the land, whether assessed or charged before or after the Date of Policy. The company assures the priority of the lien of the insured mortgage over any such lien, charge or fee.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
4. Any lien or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Rights or claims of parties other than Insured in actual possession of any or all of the property.
6. Easements or claims of easements not shown by the public records.
7. Any claim of adverse possession or prescriptive easement.
8. Special taxes, assessments, or special charges, if any, payable with taxes levied or to be levied for the year 2021 and subsequent years.
9. General Taxes for the year 2021 and subsequent years.
10. Public or private rights, if any, in such portion of the subject premises as may be presently used, laid out or dedicated in any manner whatsoever, for street, highway and/or alley purposes.

Page 1 of 2

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**SCHEDULE B, PART II**  
**(continued)**  
**Exceptions**

Commitment Number: TC-8891

11. ELECTRIC LINE EASEMENT from Ethel Thomas Herold et al to Wisconsin Power and Light Company, its successors and assigns, by instrument dated April 11, 1958 and recorded in the Grant County Register of Deeds office May 29, 1958 in Volume 348 of Deeds on Page 53 as Document No. 303860. And as assigned in EASEMENT ASSIGNMENT from Wisconsin Power and Light Company to American Transmission Company LLC by instrument recorded in the Grant County Register of Deeds office January 3, 2001 in Volume 862 of Records on Page 937.
12. EASEMENT SUPPLEMENT from Ethel Thomas Herold, William Herold a/k/a Clement William Herold, and Elizabeth Herold a/k/a E. Elizabeth Herold Heimke to Wisconsin Power and Light Company, its successors and assigns, by instrument dated March 5, 1986 and recorded in the Grant County Register of Deeds office April 1, 1986 in Volume 620 of Records on Page 714 as Document No. 511010.
13. MANAGED FOREST LAW – ORDER OF DESIGNATION from State of Wisconsin, Department of Natural Resources, to E. Elizabeth Heimke Living Trust by instrument dated November 20, 2000 and recorded in the Grant County Register of Deeds office December 10, 2000 in Volume 862 of Records on Page 10 as Document No. 624244.
14. MORTGAGE from Eleanor Elizabeth Heimke to Benton State Bank in the originally stated amount of \$500,000.00 by instrument dated September 3, 2019 and recorded in the Grant County Register of Deeds office September 6, 2019 as Document No. 804493.

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**Real Estate Taxes through the year 2020 are paid in full.**

The following matter appears of record but if the owner shown in Schedule A herein is living, does not currently affect title to the subject premises. Transfer on Death Deed from from E. Elizabeth Heimke and Karl F. Heimke, husband and wife, to Susan Elizabeth (Heimke) Thompson, William Karl Heimke II, Robert Herold Heimke, and Sally Ann (Heimke) Karst by instrument dated June 11, 2013 and recorded in the Grant County Register of Deeds office September 27, 2013 in Volume 1375 of Records on Page 861 as Document No. 758469.

Page 2 of 2

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance[ issued by FIDELITY NATIONAL TITLE INSURANCE COMPANY. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; [and] Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form].*



**Fidelity National Title**  
Insurance Company

**COMMITMENT FOR TITLE INSURANCE**  
Issued by  
**FIDELITY NATIONAL TITLE INSURANCE COMPANY**

File No.: TC-8891

**NOTICE**

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, FIDELITY NATIONAL TITLE INSURANCE COMPANY, a Florida corporation, (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Issued By:

Authorized Signatory

Tri-County Title Services, LLC  
15 West Main Street  
Platteville, WI 53818  
Phone: 608-348-5700  
Fax: 608-348-5750  
tct@tricitytitleservices.com

FIDELITY NATIONAL TITLE INSURANCE COMPANY

By:

*Raymond A. Smith*

President

Attest:

*[Signature]*

Secretary



*This page is only a part of a 2016 ALTA® Commitment for Title Insurance[ issued by FIDELITY NATIONAL TITLE INSURANCE COMPANY. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; [and] Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form].*

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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; [and]
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form].

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance[ issued by FIDELITY NATIONAL TITLE INSURANCE COMPANY. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; [and] Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form].*

- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing [and authenticated by a person authorized by the Company].
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

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# 2020 Real Estate Tax Summary

05/27/2021 09:59 AM

Page 1 Of 2

Parcel #: 052-00322-0000  
Alt. Parcel #:

052 - TOWN OF POTOSI  
GRANT COUNTY, WISCONSIN

**Tax Address:**  
E. ELIZABETH HEIMKE  
KARL HEIMKE  
12422 ORTEGA DR  
OLATHE KS 66062

**Owner(s):** O = Current Owner, C = Current Co-Owner  
O - HEIMKE, E. ELIZABETH  
C - HEIMKE, KARL

**Districts:** SC = School, SP = Special  
**Type Dist # Description**  
SC 4529 POTOSI SCHOOL DIST

**Property Address(es):** \* = Primary

**Abbreviated Description:** Acres: 39.500  
(See recorded documents for a complete legal description.)  
SEC.15-T3N-R3W SE1/4 SW1/4 EXC 1/2 A IN  
SW COR 10 RDS X 8 RDS (265/622)

**Parcel History:**

| Date       | Doc #  | Vol/Page | Type |
|------------|--------|----------|------|
| 09/27/2013 | 758469 | 1375/861 | TOD  |
| 09/11/2013 | 758072 | 1374/415 | QCD  |
| 11/20/1998 |        | 816/1    | QC   |
|            |        | 781/803  |      |
|            |        | 781/801  |      |
|            |        | 646/808  |      |

more...

**Plat:** \* = Primary  
\* 0000-0000

**Tract:** (S-T-R 40% 160% GL) **Block/Condo Bldg:**  
15-03N-03W SE SW

|                        |                 |                            |             |                     |            |       |
|------------------------|-----------------|----------------------------|-------------|---------------------|------------|-------|
| <b>Tax Bill #:</b>     | <b>231329</b>   | <b>Net Mill Rate</b>       | 0.020240874 | <b>Installments</b> |            |       |
|                        |                 | <b>Gross Tax</b>           | 103.22      |                     |            |       |
|                        |                 | <b>School Credit</b>       | 10.10       |                     |            |       |
| <b>Land Value</b>      | 4,600           | <b>Total</b>               | 93.12       | 1                   | 01/31/2021 | 93.12 |
| <b>Improve Value</b>   | 0               | <b>First Dollar Credit</b> | 0.00        | 2                   | 07/31/2021 | 0.00  |
| <b>Total Value</b>     | 4,600           | <b>Lottery Credit</b>      | 0.00        |                     |            |       |
| <b>Ratio</b>           | 0.8927          | <b>Net Tax</b>             | 93.12       |                     |            |       |
| <b>Fair Mrkt Value</b> | Use Value Asmnt |                            |             |                     |            |       |

|                           | <b>Amt Due</b> | <b>Amt Paid</b> | <b>Balance</b> |
|---------------------------|----------------|-----------------|----------------|
| <b>Net Tax</b>            | 93.12          | 93.12           | 0.00           |
| <b>Special Assmnt</b>     | 0.00           | 0.00            | 0.00           |
| <b>Special Chrg</b>       | 0.00           | 0.00            | 0.00           |
| <b>Delinquent Chrg</b>    | 0.00           | 0.00            | 0.00           |
| <b>Private Forest</b>     | 0.00           | 0.00            | 0.00           |
| <b>Woodland Tax</b>       | 0.00           | 0.00            | 0.00           |
| <b>Managed Forest</b>     | 0.00           | 0.00            | 0.00           |
| <b>Prop. Tax Interest</b> |                | 0.00            | 0.00           |
| <b>Spec. Tax Interest</b> |                | 0.00            | 0.00           |
| <b>Prop. Tax Penalty</b>  |                | 0.00            | 0.00           |
| <b>Spec. Tax Penalty</b>  |                | 0.00            | 0.00           |
| <b>Other Charges</b>      | 0.00           | 0.00            | 0.00           |
| <b>TOTAL</b>              | 93.12          | 93.12           | 0.00           |

## Payment History: (Posted Payments)

| Date       | Receipt # | Type | Amount |
|------------|-----------|------|--------|
| 01/14/2021 | 523       | T    | 93.12  |

**Key:** Payment Type: A-Adjustment, B-Write Off Bankrupt, D-Write Off Deeded, Q-Quit Claim, R-Redemption, T-Tax



# 2020 Real Estate Tax Summary

05/27/2021 09:59 AM

Page 1 Of 2

Parcel #: 052-00326-0000  
Alt. Parcel #:

052 - TOWN OF POTOSI  
GRANT COUNTY, WISCONSIN

**Tax Address:**  
E. ELIZABETH HEIMKE  
KARL HEIMKE  
12422 ORTEGA DR  
OLATHE KS 66062

**Owner(s):** O = Current Owner, C = Current Co-Owner  
O - HEIMKE, E. ELIZABETH  
C - HEIMKE, KARL

**Districts:** SC = School, SP = Special  
**Type Dist # Description**  
SC 4529 POTOSI SCHOOL DIST

**Property Address(es):** \* = Primary

**Abbreviated Description:** Acres: 30.000  
(See recorded documents for a complete legal description.)  
SEC.15-T3N-R3W W3/4 OF NW1/4 SE1/4  
(265/622)

**Parcel History:**

| Date       | Doc #  | Vol/Page | Type |
|------------|--------|----------|------|
| 09/27/2013 | 758469 | 1375/861 | TOD  |
| 09/11/2013 | 758072 | 1374/415 | QCD  |
| 12/19/2000 | 624244 | 862/10   | DNR  |
| 11/20/1998 |        | 816/1    | QC   |
|            |        | 781/803  |      |
|            |        | 781/801  |      |

more...

**Plat:** \* = Primary  
\* 0000-0000

**Tract:** (S-T-R 40% 160% GL) **Block/Condo Bldg:**  
15-03N-03W NW SE

|                           |                                  |                     |            |
|---------------------------|----------------------------------|---------------------|------------|
| <b>Tax Bill #:</b> 231333 | <b>Net Mill Rate</b> 0.020240874 | <b>Installments</b> |            |
|                           | <b>Gross Tax</b> 0.00            |                     |            |
|                           | <b>School Credit</b> 0.00        |                     |            |
| <b>Land Value</b> 0       | <b>Total</b> 0.00                | 1                   | 01/31/2021 |
| <b>Improve Value</b> 0    | <b>First Dollar Credit</b> 0.00  | 2                   | 07/31/2021 |
| <b>Total Value</b> 0      | <b>Lottery Credit</b> 0 Claims   |                     |            |
| <b>Ratio</b> 0.8927       | <b>Net Tax</b> 0.00              |                     |            |
| <b>Fair Mkt Value</b> 0   |                                  |                     |            |

|                    | Amt Due      | Amt Paid     | Balance     |
|--------------------|--------------|--------------|-------------|
| Net Tax            | 0.00         | 0.00         | 0.00        |
| Special Assmnt     | 0.00         | 0.00         | 0.00        |
| Special Chrg       | 0.00         | 0.00         | 0.00        |
| Delinquent Chrg    | 0.00         | 0.00         | 0.00        |
| Private Forest     | 0.00         | 0.00         | 0.00        |
| Woodland Tax       | 0.00         | 0.00         | 0.00        |
| Managed Forest     | 22.20        | 22.20        | 0.00        |
| Prop. Tax Interest |              | 0.00         | 0.00        |
| Spec. Tax Interest |              | 0.00         | 0.00        |
| Prop. Tax Penalty  |              | 0.00         | 0.00        |
| Spec. Tax Penalty  |              | 0.00         | 0.00        |
| Other Charges      | 0.00         | 0.00         | 0.00        |
| <b>TOTAL</b>       | <b>22.20</b> | <b>22.20</b> | <b>0.00</b> |

## Payment History: (Posted Payments)

| Date       | Receipt # | Type | Amount |
|------------|-----------|------|--------|
| 01/14/2021 | 524       | T    | 22.20  |

**Key:** Payment Type: A-Adjustment, B-Write Off Bankrupt, D-Write Off Deeded, Q-Quit Claim, R-Redemption, T-Tax

# 2020 Real Estate Tax Summary

05/27/2021 09:59 AM

Page 1 Of 2

Parcel #: 052-00327-0000  
Alt. Parcel #:

052 - TOWN OF POTOSI  
GRANT COUNTY, WISCONSIN

**Tax Address:**  
E. ELIZABETH HEIMKE  
KARL HEIMKE  
12422 ORTEGA DR  
OLATHE KS 66062

**Owner(s):** O = Current Owner, C = Current Co-Owner  
O - HEIMKE, E. ELIZABETH  
C - HEIMKE, KARL

**Districts:** SC = School, SP = Special  
**Type Dist # Description**  
SC 4529 POTOSI SCHOOL DIST

**Property Address(es):** \* = Primary

**Abbreviated Description:** **Acres:** 30.000  
(See recorded documents for a complete legal description.)  
SEC.15-T3N-R3W W3/4 OF SW1/4 SE1/4

**Parcel History:**

| Date       | Doc #   | Vol/Page | Type |
|------------|---------|----------|------|
| 09/27/2013 | 758469  | 1375/861 | TOD  |
| 09/11/2013 | 758072  | 1374/415 | QCD  |
| 12/19/2000 | 624244  | 862/10   | DNR  |
| 11/20/1998 | 8048390 | 816/1    | QC   |
|            |         | 781/803  |      |
|            |         | 781/801  |      |

more...

**Plat:** \* = Primary  
\* 0000-0000

**Tract:** (S-T-R 40¼ 160¼ GL) **Block/Condo Bldg:**  
15-03N-03W SW SE

|                                       |                                  |                     |              |
|---------------------------------------|----------------------------------|---------------------|--------------|
| <b>Tax Bill #:</b> 231334             | <b>Net Mill Rate</b> 0.020240874 | <b>Installments</b> |              |
|                                       | <b>Gross Tax</b> 172.77          | <b>End Date</b>     | <b>Total</b> |
|                                       | <b>School Credit</b> 16.91       |                     |              |
| <b>Land Value</b> 7,700               | <b>Total</b> 155.86              | 1 01/31/2021        | 80.89        |
| <b>Improve Value</b> 0                | <b>First Dollar Credit</b> 0.00  | 2 07/31/2021        | 77.93        |
| <b>Total Value</b> 7,700              | <b>Lottery Credit</b> 0.00       |                     |              |
| <b>Ratio</b> 0.8927                   | <b>Net Tax</b> 155.86            |                     |              |
| <b>Fair Mkt Value</b> Use Value Asmnt |                                  |                     |              |

|                           | <b>Amt Due</b> | <b>Amt Paid</b> | <b>Balance</b> |
|---------------------------|----------------|-----------------|----------------|
| <b>Net Tax</b>            | 155.86         | 155.86          | 0.00           |
| <b>Special Assmnt</b>     | 0.00           | 0.00            | 0.00           |
| <b>Special Chrg</b>       | 0.00           | 0.00            | 0.00           |
| <b>Delinquent Chrg</b>    | 0.00           | 0.00            | 0.00           |
| <b>Private Forest</b>     | 0.00           | 0.00            | 0.00           |
| <b>Woodland Tax</b>       | 0.00           | 0.00            | 0.00           |
| <b>Managed Forest</b>     | 2.96           | 2.96            | 0.00           |
| <b>Prop. Tax Interest</b> |                | 0.00            | 0.00           |
| <b>Spec. Tax Interest</b> |                | 0.00            | 0.00           |
| <b>Prop. Tax Penalty</b>  |                | 0.00            | 0.00           |
| <b>Spec. Tax Penalty</b>  |                | 0.00            | 0.00           |
| <b>Other Charges</b>      | 0.00           | 0.00            | 0.00           |
| <b>TOTAL</b>              | 158.82         | 158.82          | 0.00           |

## Payment History: (Posted Payments)

| Date       | Receipt # | Type | Amount |
|------------|-----------|------|--------|
| 01/14/2021 | 525       | T    | 158.82 |

**Key:** Payment Type: A-Adjustment, B-Write Off Bankrupt, D-Write Off Deeded, Q-Quit Claim, R-Redemption, T-Tax

# 2020 Real Estate Tax Summary

05/27/2021 10:00 AM

Page 1 Of 2

Parcel #: 052-00462-0000  
Alt. Parcel #:

052 - TOWN OF POTOSI  
GRANT COUNTY, WISCONSIN

**Tax Address:**  
E. ELIZABETH HEIMKE  
KARL HEIMKE  
12422 ORTEGA DR  
OLATHE KS 66062

**Owner(s):** O = Current Owner, C = Current Co-Owner  
O - HEIMKE, E. ELIZABETH  
C - HEIMKE, KARL

**Districts:** SC = School, SP = Special  
**Type Dist # Description**  
SC 4529 POTOSI SCHOOL DIST

**Property Address(es):** \* = Primary  
\* 6023 STAGE RD

**Abbreviated Description:** Acres: 40.000  
(See recorded documents for a complete legal description.)  
SEC.22-T3N-R3W NE 1/4 NE 1/4 (265/622)

**Parcel History:**

| Date       | Doc #   | Vol/Page | Type |
|------------|---------|----------|------|
| 09/27/2013 | 758469  | 1375/861 | TOD  |
| 09/11/2013 | 758072  | 1374/415 | QCD  |
| 12/19/2000 | 624244  | 862/10   | DNR  |
| 11/20/1998 | 8048390 | 816/1    | QC   |
|            |         | 781/803  |      |
|            |         | 781/801  |      |

more...

**Plat:** \* = Primary  
\* 0000-0000

**Tract:** (S-T-R 40% 160% GL) **Block/Condo Bldg:**  
22-03N-03W NE NE

|                       |                 |                            |             |                     |            |
|-----------------------|-----------------|----------------------------|-------------|---------------------|------------|
| <b>Tax Bill #:</b>    | <b>231494</b>   | <b>Net Mill Rate</b>       | 0.020240874 | <b>Installments</b> |            |
|                       |                 | <b>Gross Tax</b>           | 468.92      |                     |            |
|                       |                 | <b>School Credit</b>       | 45.89       |                     |            |
|                       |                 | <b>Total</b>               | 423.03      | 1                   | 01/31/2021 |
|                       |                 | <b>First Dollar Credit</b> | 0.00        | 2                   | 07/31/2021 |
|                       |                 | <b>Lottery Credit</b>      | 0.00        |                     |            |
|                       |                 | <b>Net Tax</b>             | 423.03      |                     |            |
| <b>Land Value</b>     | 20,900          |                            |             |                     |            |
| <b>Improve Value</b>  | 0               |                            |             |                     |            |
| <b>Total Value</b>    | 20,900          |                            |             |                     |            |
| <b>Ratio</b>          | 0.8927          |                            |             |                     |            |
| <b>Fair Mkt Value</b> | Use Value Asmnt |                            |             |                     |            |

|                           | Amt Due | Amt Paid | Balance |
|---------------------------|---------|----------|---------|
| <b>Net Tax</b>            | 423.03  | 423.03   | 0.00    |
| <b>Special Assmnt</b>     | 0.00    | 0.00     | 0.00    |
| <b>Special Chrg</b>       | 0.00    | 0.00     | 0.00    |
| <b>Delinquent Chrg</b>    | 0.00    | 0.00     | 0.00    |
| <b>Private Forest</b>     | 0.00    | 0.00     | 0.00    |
| <b>Woodland Tax</b>       | 0.00    | 0.00     | 0.00    |
| <b>Managed Forest</b>     | 3.70    | 3.70     | 0.00    |
| <b>Prop. Tax Interest</b> |         | 0.00     | 0.00    |
| <b>Spec. Tax Interest</b> |         | 0.00     | 0.00    |
| <b>Prop. Tax Penalty</b>  |         | 0.00     | 0.00    |
| <b>Spec. Tax Penalty</b>  |         | 0.00     | 0.00    |
| <b>Other Charges</b>      | 0.00    | 0.00     | 0.00    |
| <b>TOTAL</b>              | 426.73  | 426.73   | 0.00    |

## Payment History: (Posted Payments)

| Date       | Receipt # | Type | Amount |
|------------|-----------|------|--------|
| 01/14/2021 | 526       | T    | 426.73 |

**Key:** Payment Type: A-Adjustment, B-Write Off Bankrupt, D-Write Off Deeded, Q-Quit Claim, R-Redemption, T-Tax

# 2020 Real Estate Tax Summary

05/27/2021 10:00 AM

Page 1 Of 2

Parcel #: 052-00463-0000  
Alt. Parcel #:

052 - TOWN OF POTOSI  
GRANT COUNTY, WISCONSIN

**Tax Address:**  
E. ELIZABETH HEIMKE  
KARL HEIMKE  
12422 ORTEGA DR  
OLATHE KS 66062

**Owner(s):** O = Current Owner, C = Current Co-Owner  
O - HEIMKE, E. ELIZABETH  
C - HEIMKE, KARL

**Districts:** SC = School, SP = Special  
**Type Dist # Description**  
SC 4529 POTOSI SCHOOL DIST

**Property Address(es):** \* = Primary

**Abbreviated Description:** Acres: 40.000  
(See recorded documents for a complete legal description.)  
SEC.22-T3N-R3W NW 1/4 NE 1/4 (265/622)

**Parcel History:**

| Date       | Doc #   | Vol/Page | Type |
|------------|---------|----------|------|
| 09/27/2013 | 758469  | 1375/861 | TOD  |
| 09/11/2013 | 758072  | 1374/415 | QCD  |
| 12/19/2000 | 624244  | 862/10   | DNR  |
| 11/20/1998 | 8048390 | 816/1    | QC   |
|            |         | 781/803  |      |
|            |         | 781/801  |      |

more...

**Plat:** \* = Primary  
\* 0000-0000

**Tract:** (S-T-R 40% 160% GL) **Block/Condo Bldg:**  
22-03N-03W NW NE

|                       |                 |                            |             |                     |                 |              |
|-----------------------|-----------------|----------------------------|-------------|---------------------|-----------------|--------------|
| <b>Tax Bill #:</b>    | <b>231495</b>   | <b>Net Mill Rate</b>       | 0.020240874 | <b>Installments</b> |                 |              |
|                       |                 | <b>Gross Tax</b>           | 179.48      |                     |                 |              |
|                       |                 | <b>School Credit</b>       | 17.57       |                     |                 |              |
| <b>Land Value</b>     | 8,000           | <b>Total</b>               | 161.91      | 1                   | <b>End Date</b> | <b>Total</b> |
| <b>Improve Value</b>  | 0               | <b>First Dollar Credit</b> | 0.00        | 2                   | 01/31/2021      | 88.36        |
| <b>Total Value</b>    | 8,000           | <b>Lottery Credit</b>      | 0.00        |                     | 07/31/2021      | 80.95        |
| <b>Ratio</b>          | 0.8927          | <b>0 Claims</b>            | 0.00        |                     |                 |              |
| <b>Fair Mkt Value</b> | Use Value Asmnt | <b>Net Tax</b>             | 161.91      |                     |                 |              |

|                           | <b>Amt Due</b> | <b>Amt Paid</b> | <b>Balance</b> |
|---------------------------|----------------|-----------------|----------------|
| <b>Net Tax</b>            | 161.91         | 161.91          | 0.00           |
| <b>Special Assmnt</b>     | 0.00           | 0.00            | 0.00           |
| <b>Special Chrg</b>       | 0.00           | 0.00            | 0.00           |
| <b>Delinquent Chrg</b>    | 0.00           | 0.00            | 0.00           |
| <b>Private Forest</b>     | 0.00           | 0.00            | 0.00           |
| <b>Woodland Tax</b>       | 0.00           | 0.00            | 0.00           |
| <b>Managed Forest</b>     | 7.40           | 7.40            | 0.00           |
| <b>Prop. Tax Interest</b> |                | 0.00            | 0.00           |
| <b>Spec. Tax Interest</b> |                | 0.00            | 0.00           |
| <b>Prop. Tax Penalty</b>  |                | 0.00            | 0.00           |
| <b>Spec. Tax Penalty</b>  |                | 0.00            | 0.00           |
| <b>Other Charges</b>      | 0.00           | 0.00            | 0.00           |
| <b>TOTAL</b>              | 169.31         | 169.31          | 0.00           |

## Payment History: (Posted Payments)

| Date       | Receipt # | Type | Amount |
|------------|-----------|------|--------|
| 01/14/2021 | 527       | T    | 169.31 |

**Key:** Payment Type: A-Adjustment, B-Write Off Bankrupt, D-Write Off Deeded, Q-Quit Claim, R-Redemption, T-Tax

# 2020 Real Estate Tax Summary

05/27/2021 10:00 AM

Page 1 Of 2

Parcel #: 052-00464-0000  
Alt. Parcel #:

052 - TOWN OF POTOSI  
GRANT COUNTY, WISCONSIN

**Tax Address:**  
E. ELIZABETH HEIMKE  
KARL HEIMKE  
12422 ORTEGA DR  
OLATHE KS 66062

**Owner(s):** O = Current Owner, C = Current Co-Owner  
O - HEIMKE, E. ELIZABETH  
C - HEIMKE, KARL

**Districts:** SC = School, SP = Special  
**Type Dist # Description**  
SC 4529 POTOSI SCHOOL DIST

**Property Address(es):** \* = Primary

**Abbreviated Description:** **Acres:** 40.000  
(See recorded documents for a complete legal description.)  
SEC.22-T3N-R3W SW 1/4 NE 1/4

**Parcel History:**

| Date       | Doc #   | Vol/Page | Type |
|------------|---------|----------|------|
| 09/27/2013 | 758469  | 1375/861 | TOD  |
| 09/11/2013 | 758072  | 1374/415 | QCD  |
| 12/19/2000 | 624244  | 862/10   | DNR  |
| 11/20/1998 | 8048390 | 816/1    | QC   |
|            |         | 781/803  |      |
|            |         | 781/801  |      |

more...

**Plat:** \* = Primary  
\* 0000-0000

**Tract:** (S-T-R 40% 160% GL) **Block/Condo Bldg:**  
22-03N-03W SW NE

|                                       |                                  |                     |                            |                     |
|---------------------------------------|----------------------------------|---------------------|----------------------------|---------------------|
| <b>Tax Bill #:</b> 231496             | <b>Net Mill Rate</b> 0.020240874 | <b>Installments</b> |                            |                     |
|                                       | <b>Gross Tax</b> 280.47          |                     |                            |                     |
|                                       | <b>School Credit</b> 27.45       |                     |                            |                     |
| <b>Land Value</b> 12,500              | <b>Total</b> 253.02              | 1                   | <b>End Date</b> 01/31/2021 | <b>Total</b> 135.39 |
| <b>Improve Value</b> 0                | <b>First Dollar Credit</b> 0.00  | 2                   | 07/31/2021                 | 126.51              |
| <b>Total Value</b> 12,500             | <b>Lottery Credit</b> 0.00       |                     |                            |                     |
| <b>Ratio</b> 0.8927                   | <b>Net Tax</b> 253.02            |                     |                            |                     |
| <b>Fair Mkt Value</b> Use Value Asmnt |                                  |                     |                            |                     |

|                           | <b>Amt Due</b> | <b>Amt Paid</b> | <b>Balance</b> |
|---------------------------|----------------|-----------------|----------------|
| <b>Net Tax</b>            | 253.02         | 253.02          | 0.00           |
| <b>Special Assmnt</b>     | 0.00           | 0.00            | 0.00           |
| <b>Special Chrg</b>       | 0.00           | 0.00            | 0.00           |
| <b>Delinquent Chrg</b>    | 0.00           | 0.00            | 0.00           |
| <b>Private Forest</b>     | 0.00           | 0.00            | 0.00           |
| <b>Woodland Tax</b>       | 0.00           | 0.00            | 0.00           |
| <b>Managed Forest</b>     | 8.88           | 8.88            | 0.00           |
| <b>Prop. Tax Interest</b> |                | 0.00            | 0.00           |
| <b>Spec. Tax Interest</b> |                | 0.00            | 0.00           |
| <b>Prop. Tax Penalty</b>  |                | 0.00            | 0.00           |
| <b>Spec. Tax Penalty</b>  |                | 0.00            | 0.00           |
| <b>Other Charges</b>      | 0.00           | 0.00            | 0.00           |
| <b>TOTAL</b>              | 261.90         | 261.90          | 0.00           |

**Payment History:** (Posted Payments)

| Date       | Receipt # | Type | Amount |
|------------|-----------|------|--------|
| 01/14/2021 | 528       | T    | 261.90 |

**Key:** Payment Type: A-Adjustment, B-Write Off Bankrupt, D-Write Off Deeded, Q-Quit Claim, R-Redemption, T-Tax

# 2020 Real Estate Tax Summary

05/27/2021 10:00 AM

Page 1 Of 2

Parcel #: 052-00465-0000  
Alt. Parcel #:

052 - TOWN OF POTOSI  
GRANT COUNTY, WISCONSIN

**Tax Address:**  
E. ELIZABETH HEIMKE  
KARL HEIMKE  
12422 ORTEGA DR  
OLATHE KS 66062

**Owner(s):** O = Current Owner, C = Current Co-Owner  
O - HEIMKE, E. ELIZABETH  
C - HEIMKE, KARL

**Districts:** SC = School, SP = Special  
**Type Dist # Description**  
SC 4529 POTOSI SCHOOL DIST

**Property Address(es):** \* = Primary

**Abbreviated Description:** Acres: 40.000  
(See recorded documents for a complete legal description.)  
SEC.22-T3N-R3W SE 1/4 NE 1/4

**Parcel History:**

| Date       | Doc #   | Vol/Page | Type |
|------------|---------|----------|------|
| 09/27/2013 | 758469  | 1375/861 | TOD  |
| 09/11/2013 | 758072  | 1374/415 | QCD  |
| 11/20/1998 | 8048390 | 816/1    | QC   |
|            |         | 781/801  |      |
|            |         | 781/801  |      |
|            |         | 646/808  |      |

more...

**Plat:** \* = Primary  
\* 0000-0000

**Tract:** (S-T-R 40% 160% GL) **Block/Condo Bldg:**  
22-03N-03W SE NE

|  |  |                                  |  |                     |            |        |
|--|--|----------------------------------|--|---------------------|------------|--------|
| <b>Tax Bill #:</b> 231497              |  | <b>Net Mill Rate</b> 0.020240874 |  | <b>Installments</b> |            |        |
|  |  | <b>Gross Tax</b> 237.83          |  |                     |            |        |
|  |  | <b>School Credit</b> 23.28       |  |                     |            |        |
| <b>Land Value</b> 10,600               |  | <b>Total</b> 214.55              |  | 1                   | 01/31/2021 | 107.28 |
| <b>Improve Value</b> 0                 |  | <b>First Dollar Credit</b> 0.00  |  | 2                   | 07/31/2021 | 107.27 |
| <b>Total Value</b> 10,600              |  | <b>Lottery Credit</b> 0.00       |  |                     |            |        |
| <b>Ratio</b> 0.8927                    |  | <b>Net Tax</b> 214.55            |  |                     |            |        |
| <b>Fair Mrkt Value</b> Use Value Asmnt |  |                                  |  |                     |            |        |

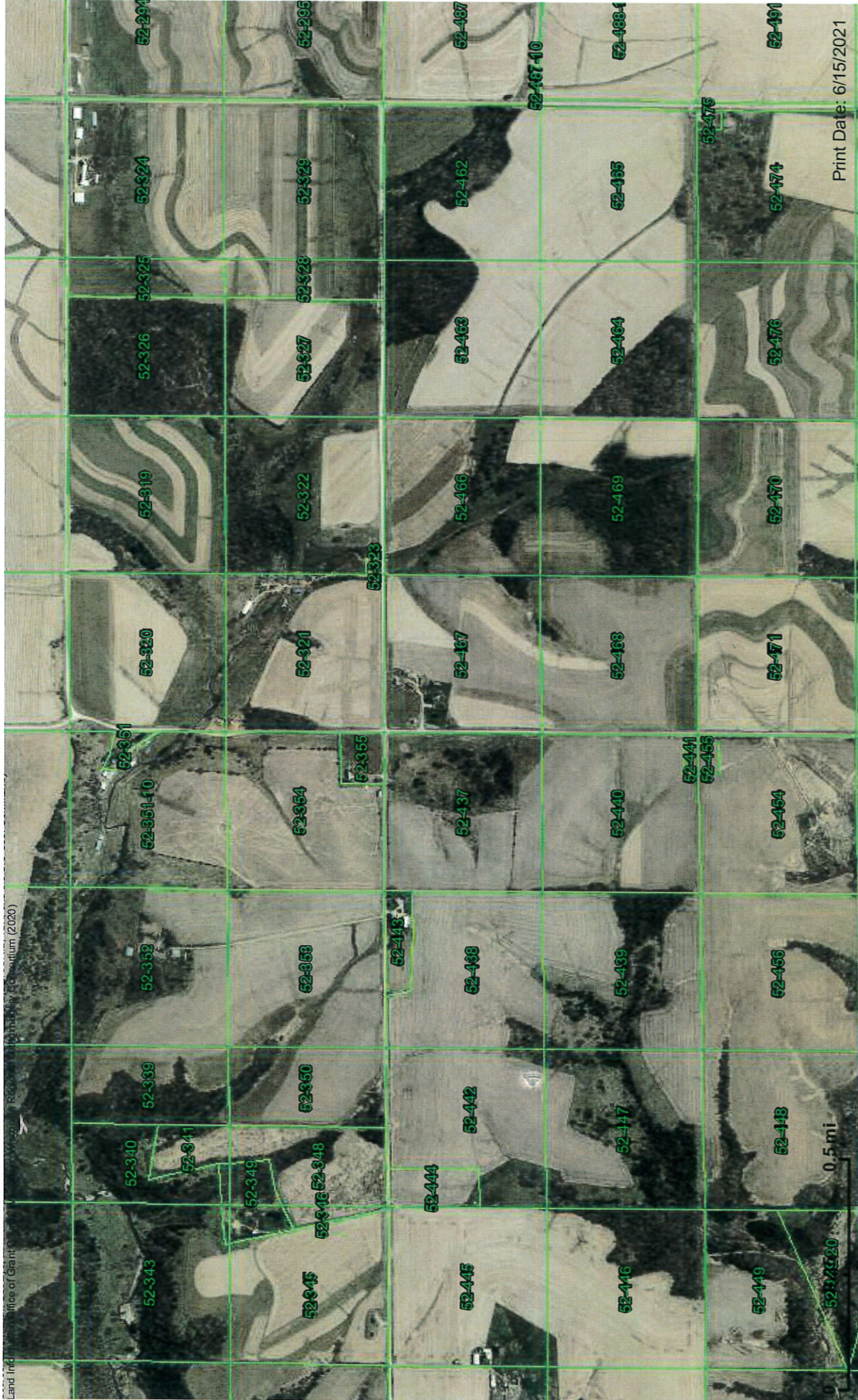
|                           | <b>Amt Due</b> | <b>Amt Paid</b> | <b>Balance</b> |
|---------------------------|----------------|-----------------|----------------|
| <b>Net Tax</b>            | 214.55         | 214.55          | 0.00           |
| <b>Special Assmnt</b>     | 0.00           | 0.00            | 0.00           |
| <b>Special Chrg</b>       | 0.00           | 0.00            | 0.00           |
| <b>Delinquent Chrg</b>    | 0.00           | 0.00            | 0.00           |
| <b>Private Forest</b>     | 0.00           | 0.00            | 0.00           |
| <b>Woodland Tax</b>       | 0.00           | 0.00            | 0.00           |
| <b>Managed Forest</b>     | 0.00           | 0.00            | 0.00           |
| <b>Prop. Tax Interest</b> |                | 0.00            | 0.00           |
| <b>Spec. Tax Interest</b> |                | 0.00            | 0.00           |
| <b>Prop. Tax Penalty</b>  |                | 0.00            | 0.00           |
| <b>Spec. Tax Penalty</b>  |                | 0.00            | 0.00           |
| <b>Other Charges</b>      | 0.00           | 0.00            | 0.00           |
| <b>TOTAL</b>              | 214.55         | 214.55          | 0.00           |

## Payment History: (Posted Payments)

| Date       | Receipt # | Type | Amount |
|------------|-----------|------|--------|
| 01/14/2021 | 529       | T    | 214.55 |

**Key:** Payment Type: A-Adjustment, B-Write Off Bankrupt, D-Write Off Deeded, Q-Quit Claim, R-Redemption, T-Tax





## General Reference Map Grant County, WI

Print Date: 6/15/2021



1" = 18,056'

Tax Parcel Boundaries



The data provided in this document is for informational purposes only and Grant County assumes no legal responsibility for the information contained in this data. The burden for determining fitness for use rests entirely upon the user. Grant County assumes no liability for the accuracy of the data or responsibility for direct, indirect, special, consequential, exemplary or other damages. This document is not a legal survey nor is it intended to be used as such.



2000 (1999)

**MANAGED FOREST LANDS  
STEWARDSHIP FORESTRY PLAN**

---

Name(s) and Address of Landowner(s):

Order # 22-006-2001

**HEIMKE LIVING TRUST  
9912 WEDD DR.  
OVERLAND PARK KS 66212  
913-888-7912**

---

County: **GRANT**

Town Name: **POTOSI**

Town: **03 N; Range: 03 W; Section(s): 15, 22**

Total Plan Acreage: **61**

Contract Length: **25 Years**

Starting January 1, 2001 through December 31, 2025

Attached maps show the location of Managed Forest Lands and the areas open or closed to public access.

---

The purpose of the Managed Forest Land Law is to encourage the growth of future commercial crops through sound forestry practices which consider the objectives of individual property owner, forest aesthetics, wildlife habitat, erosion control, protection of endangered or threatened plants and animals, and compatible recreational activities. Forestry under the law "means managing forest lands and their related resources, including trees and other plants, animals, soil, water and air." To guide the Department in fulfilling this stewardship objective, a statement of the owner's forest management objectives is required in the plan. The following statement has been provided either by the landowner or developed with the assistance of the Department. By signing this plan, the landowner(s) agree to comply with it. (The law specifically prohibits use of Managed Forest Lands for commercial recreation, industry, human residence, grazing of domestic livestock or other uses the Department deems incompatible with the practice of forestry.)

**Landowner Objectives for Management of the Enrolled Lands:**

WE WISH TO FAVOR THE CURRENT MIXTURE OF HARDWOOD TREES BECAUSE THEY ARE NATURAL TO THE PARCELS.

I AM NOT INTERESTED IN MANAGING FOR WILDLIFE.

I AM CONCERNED ABOUT TOPS LEFT AFTER HARVESTING AND WANT NATURAL GROWTH TO CONTROL EROSION.

---

The following pages include descriptions of vegetative or physical areas called "stands." Mandatory forestry practices that must be completed by the landowner(s) during the contract period are listed. Optional forestry activities may also be provided. Regarding mandatory practices, failure to complete them by the end of the specified year may result in withdrawal from the program and payment of a substantial withdrawal tax. The plan may be revised only with consent of both the landowner and the Department. If timber is to be harvested, a cutting notice on Department forms is required at least 30 days prior to cutting. Cutting under the notice may be commenced within one year of the date approved by the Department. Details concerning harvests, taxes, transfers, and other terms of the Managed Forest Law can be found under Chapter 77, subchapter IV, Wis. Stats., and in Chapter NR 46 of the Wisconsin Administrative Code. (Copies of the law or rules are available from the Department upon request. Landowners may also contact their local DNR forester for assistance.)



**ORDER # 22-006-2001**

**General Overview of the Grant County Area (The Big Picture):**

Grant County lies within an area generally accepted as never having been covered by glaciers. It is called the "driftless" area because of that. Landscapes are extremely varied having ridges, valleys, cliffs, flat river bottoms, swamps and near deserts with cactus. Most of the area is well drained because the excess water runs off. Valleys are prone to flash flooding. The rapid runoff is partly due to the steepness of the land slopes. The highest elevation is 1,212 feet above sea level, the lowest is about 600'. Some locations drop 300' or more in less than 1/8 mile.

Soils overlay bedrock across most of the county. The bedrock is made up of layers of sandstone and limestone. These layers of stone have contributed to a long list of soil types with a wide variety of soil characteristics. The bedrock decays leaving clay type soils over limestone, with flint rock inclusions, and sandy deposits over sandstone rock. These decayed rock deposits mix as they wash down from ridges. The bedrock based soil has been overlain with wind deposited soil particles to a depth ranging up to 30' and more. As you move further from the Mississippi River, the source of the silt, the thinner the layer is over the older soil.

Soils in valley bottoms are deposits of materials washed down from upstream or up slope. The sand plains of the Mississippi and Wisconsin Rivers have been deposited to a depth of hundreds of feet.

Most upland and many valley bottom soils are very fertile and good for growing a wide variety of trees quickly. Even badly eroded fields grow trees well once they have been established.

Soil erosion is one of the greatest problems in the area, and most people are doing what they can to minimize it by following recommended tillage and other management practices.

At the present time about 26% of Grant County is forested, though much is pastured forest. Forests once covered much of the county, and marshes and swamps a very small acreage. Today the forests are relegated mostly to steep lands between ridges which have been cleared for farming.

Most of Grant County's forests are made up of a large percentage of oak, mainly red, white, bur and black. An ever increasing number of these are converting to elm, hickory, hackberry, sugar maple, ash, and ironwood because of past forest management practices. The usual method of managing forests has been to "mine" the oak by harvesting it with no thought as to how to get oak back on the site, or by "high-grading" the oak stands. High-grading is removing the best trees and leaving the worst. Basically degrading the genetics of the forest.

**PROPERTY OVERVIEW:**

Dominant Timber Types: Central hardwood timber type and grass are the only cover types.

General Topography: The land is very gently sloping.

Soil Types: Fayette, Dubuque, Arensville silt loam soil types are dominant in the forest area.

Water Resources: A small stream crosses the northern most woodland parcel.

Present Woodlot Description: North woodland is a regrowth of trees from a 1970's harvest. The other lots have considerable large timber left over, following recent harvest and a '70's harvest.

Threatened / Endangered Resources: No known threatened or endangered species or plant communities are known to occur on or adjacent to the forest area covered by this plan. The plan writer knows of no historical / archeological sites on the property.

Wildlife Common To The Property: White tail deer, red fox, coyote, badger, ground hog, fox squirrel, gray squirrel, flying squirrel, cottontail rabbit, raccoon, opossum, striped skunk, song birds, ruffed grouse, turkey, hawks, falcons, crows, chipmunks, various mice, shrews, and voles, moles, garter snakes, bull snakes, decay snakes, grass snakes, thirteen lined ground squirrel, woodcock, snipe, and eagles may be found on the property from time to time.

Relationship to other lands: Lands directly adjacent to this forest are cropland, woods, and pastures.

**STEWARDSHIP FORESTRY PLAN  
MANAGED FOREST LANDS**

**ORDER # 22-006-2001**

**GENERAL DESCRIPTION**

**Management Unit Analysis Table**

| Stand # | Acres | Site Quality   | Cover type  | Stand Description   | Management Objective  |
|---------|-------|--|---|---|---|
| 1       | 4     | Site index for the site is about 65 for elm, a common species found there.   | NH 15+ <sup>3</sup> – Northern hardwoods timber type, 15" and larger diameter trees dominating, good density stocking over<br>CH 5-11 <sup>3</sup> – central hardwood timber type, 5" to 11" diameter trees, medium density stocking. | This stand is a result of allowing the existing seedlings, present at the time of the early '70's timber harvest, to grow up and be the next forest. The loggers harvested the high quality seed trees that were contracted to be left in place to seed in new oaks and cherry trees. There are many trees now growing that will never make a sawlog using up space on a very good timber producing soil. | *Identify oaks and cherry trees and any other species that will be of salable value in the long run. These will be "crop trees". This is an extremely good black cherry site.<br><br>*Cut trees that are competing with the crop trees so they will grow rapidly and dominate the site instead of being suppressed and squeezed out. The purpose of the work is to salvage what can be from the existing stand and build upon it over time. |
| 2       | 27    | Site index for the sites is off the charts high for both sites for elm. Unfortunately, elm cannot be expected to grow to large sawlog size because of the Dutch elm disease. | CH 15+ <sup>3</sup> – Central hardwood timber type, 15" and larger diameter trees dominating, good density stocking over<br>CH 5-11 <sup>1</sup> – central hardwood timber type, 5" to 11" diameter trees, poor density stocking.     | The same applies to this stand. More large trees were left standing here because of their poor quality, but they didn't add to the quality of the stand. There is a pocket of good large walnut trees in the southwest part of the stand.   | *Duplicate the management of stand #1   |
| 3       | 12    | Site index is also off the chart high for this elm in this stand.  | CH 15+ <sup>4</sup> – Central hardwood timber type, 15" and larger diameter trees dominating, medium density stocking over<br>CH 5-11 <sup>2</sup> – central hardwood timber type, 5" to 11" diameter trees, medium density stocking. | This area of the stand is choked with bitternut hickory, especially in the northern half. They usually die almost en masse from infestations of the Hickory Bark Beetle when they reach 8 to 11" diameter, as do the elms which are most of the stocking in the southern half of the stand.   | *Duplicate management of stand #1   |

**STEWARDSHIP FORESTRY PLAN  
MANAGED FOREST LANDS**

**ORDER# 22-006-2001**

**Management Unit Analysis Table, Continued...**

| Stand # | Acres | Site Quality   | Cover type  | Stand Description  | Management Objective   |
|---------|-------|--|---|--|--|
| 4       | 3     | This area has nearly the same site quality as stands #1 and #2 because it was carved out of them | G - Grass cover.  | The cover is a long narrow strip of grass.   | *Replace the grass with a forest of trees well suited to this productive site by planting desirable trees.   |
| 5       | 15    | Site index for elm on this site is 65, which is very good.                                       | CH 15+ - Central hardwood timber type, 15" and larger diameter trees dominating, medium density stocking over CH 5-11 - central hardwood timber type, 5" to 11" diameter trees poor density stocking. | The stand was recently harvested, though not heavily enough to allow good growth in the young trees growing under the mature trees. The next stand will be a combination of 80 percent weed trees and 20 percent merchantable trees. Only work with a saw can save the meager 20% and make a good woods again. | *Establish a list of unwanted species for the stand. Some usual candidates are boxelder, bitternut hickory, elm and hackberry. Cut them all down, leaving only the desirable tree species, regardless of the quality of the tree stem. The time for action is now before the good trees are suppressed out of existence by the weed species. The purpose of the work is to make sure the next woods has good species of trees in it and it isn't just green trees. |

**Management Activity Schedule**

| Stand # | Priority | Time Period       | Management Activity   |
|---------|----------|-------------------|---|
| 1, 2, 3 | 1        | 2001 through 2005 | *Pick crop trees to release from competition and cut the competing trees. The release will increase growth vigor and help the trees recover from gypsy moth damage. The work only lasts about 10 years. By then more trees will be competing with the crop trees and the work needs to be done over again.  |
| 1, 2, 3 | 1        | 2010 through 2015 | *Repeat the above process.  |
| 1, 2, 3 | 1        | 2020 through 2025 | *Repeat the above process.  |
| 4       | 1        | 2001 through 2025 | Trees were pushed back to prevent them from tipping on the adjacent fence. The potential productivity of the stand is far greater than the value of the fence. A single good cherry or walnut would have paid for the replacement of the entire fence. This site is damaged by the equipment that stripped off the soil to clear the site, but it's not destroyed.<br><br>*Control the grass and broadleaf vegetation in strips and plant trees which are well suited to the site, such as black cherry, walnut, red oak, white oak, white pine. Plant at a spacing of 5' x 10', or about 800 per acre. Eventually this stand can outperform the rest of the woods in value. The oaks, walnut and cherry were on the site years ago, but have been mostly cut out. White pine would be an attractive border to the forest and would grow very well there. |

MANAGED FOREST LANDS  
STEWARDSHIP FORESTRY PLAN

Order # 22 - 006 - 2001

Management Activity Schedule Continued...

| Stand # | Priority | Time Period       | Management Activity   |
|---------|----------|-------------------|---|
| 5       | 1        | 2001 through 2005 | <p>The recent harvest has allowed existing seedling and sapling trees to grow. They are about 80% worthless trees. They will be the next forest.</p> <p>*Cut all weed trees from the stand to both eliminate seed sources and release desirable species from competition. Cut damaged old trees down, too and allow them to resprout, if they will.</p> |

Preparer of this plan:

Craig Hollingsworth  
150 W. Alona Ln., Ste. 3  
Lancaster, WI 53813  
608-723-2397

The owner hereby agrees to comply with the terms of this forest stewardship management plan and the conditions of subch. VI, Ch. 77, Wis. Stats., and Ch. NR 46, Wis. Adm. Code. The landowner further agrees to amendment of the Petition for Designation to conform with the landowner objectives and map as included in this plan.

To be signed by the President and Secretary of a corporation or by the individual landowners (or legal agent, if any) as listed on the deed or other instrument of title.

SIGNED KFH  
Signature

8/21/00  
Date Signed

SIGNED E. E. H.  
Signature

8/21/00  
Date Signed

KFH  
Signature

8/21/00  
Date Signed

E. E. H.  
Signature

8-21-00  
Date Signed

(Attach additional signature pages, if needed.)

Approved for the Department of Natural Resources by:

Craig Hollingsworth  
Signature of DNR Forester

8/15/00  
Date Signed

|                                    |  |
|------------------------------------|--|
| <b>Diameter</b>                    | Tree diameter is usually measured 4 ½ feet above ground (see DBH), or log diameter, usually measured inside the bark on the small end of the log.  |
| <b>Even-aged Forest</b>            | A forest of even-aged timber stands. The trees in each stand are essentially the same age (within 10-20 years).  |
| <b>Even-aged Forest Management</b> | Forest management with periodic harvest of all trees on part of the forest at one time or in several cuttings over a short time to produce stands containing trees all the same or nearly the same age. In Wisconsin, this type of management is commonly applied to conifers, aspen and oak.  |
| <b>Evergreen</b>                   | A tree which retains some or all of its leaves throughout the year.  |
| <b>Forest</b>                      | A plant community with trees and other woody plants dominating.  |
| <b>Forest Management</b>           | <p>(a) Giving the forest proper care so it remains healthy and vigorous and provides the products and amenities the landowner desires.</p> <p>(b) Technical Definition: Applying technical forestry principles and practices and business techniques (such as accounting, benefit-cost analysis, etc.) to forest activities.</p>   |
| <b>Forest Type</b>                 | A group of tree species which, because of their environmental requirements and tolerances commonly grow together.  |
| <b>Forestry</b>                    | The science, art and practice of managing trees and forests and their associated resources for human benefit.  |
| <b>Forty</b>                       | A square land tract of 40 acres, 1/4 mile on a side. (Often called a "legal description").   |
| <b>FSA</b>                         | (Farm Service Agency) An agency of the U.S. Department of Agriculture (USDA), the FSA administers numerous programs. Included are the Wildlife Habitat Incentive Program (WHIP), the Stewardship Incentive Program (SIP), the Tree Assistance Program (TAP). Some of the programs share in the cost of approved forestry practices such as tree planting, pruning and thinning and other woodlot improvements. FSA program information is available from the local FSA office located in the county seat. In Grant County the phone # is 608-723-7697. |
| <b>Girdling</b>                    | Mechanical, insect or disease damage which completely encircles the tree trunk, severs the bark and cambium (active growing layer of cells), and usually penetrates the sapwood to kill the tree by preventing the conduction of nutrients.  |
| <b>Habitat</b>                     | The local environment of a plant or animal.  |
| <b>Harvest</b>                     | <p>(a) In general use, removing all or portions of the trees on an area.</p> <p>(b) Technical Definition: Removing trees on an area to 1) obtain income, 2) develop the environment necessary to regenerate the forest, and on occasions, 3) to achieve some special objectives such as the development of special wildlife habitat needs; contrast with intermediate cuttings.</p>  |
| <b>Hardwood</b>                    | A term describing broadleaf, usually deciduous, trees such as oak, maples, ashes, elms, etc. Not necessarily the hardness of the wood they contain.  |
| <b>Height, Merchantable</b>        | Tree height (or length of its trunk) up to which a particular product may be obtained. For example, if the minimum usable diameter of pulpwood sticks is 4 inches, the merchantable height of a straight pine tree would be its height up to a trunk diameter of 4 inches. If 10-inch minimum diameter sawlogs were being cut from the same tree, its merchantable height for sawlogs would be its height up to a trunk diameter of 10 inches. Note, the product being cut determines merchantable height.   |
| <b>Height, Total</b>               | Tree height from ground level to top.  |
| <b>Herbicide</b>                   | Chemicals, including phytocides and silvicides, which kill plants.   |
| <b>Intermediate Cut</b>            | Removing immature trees from the forest sometime between establishment and major harvest to improve the quality or maintain the growth rate of the remaining forest stand. Contrast with harvest cut. An intermediate cut may generate income (commercial cutting), or may cost the forest landowner more than income realized (a non-commercial cutting).   |
| <b>Log</b>                         | A piece of the woody stem (trunk or limb) of a tree.   |

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| <b>Mast</b>                         | Nuts accumulated on the forest floor and often serving as food for animals. Includes acorns, beechnuts, chestnuts, hickory nuts, and more.   |
| <b>Mature Tree</b>                  | A tree that has reached the desired size or age for its intended use. Size or age will vary considerably depending on the species and intended use.  |
| <b>MBF</b>                          | Thousand board feet.   |
| <b>MFL</b>                          | Synonymous with the Managed Forest Law, a program to foster good forest management in return for reduced property taxes on the lands entered under its provisions.   |
| <b>Multiple Use</b>                 | Land management for more than one purpose, such as wood production, water, wildlife, recreation, forage, aesthetics and climate moderation.  |
| <b>Non-Commercial Cutting</b>       | A cutting which does not yield a net income, usually because the trees cut are too small, poor quality or not marketable.  |
| <b>NRCS</b>                         | (Natural Resource Conservation Service formerly SCS) An agency of the U.S. Department of Agriculture (USDA), NRCS program information is available from the local NRCS office located in the county seat. In Grant County the phone number is 608-723-6377.  |
| <b>Overstory</b>                    | Synonymous with canopy.  |
| <b>Plantation</b>                   | An artificially reforested area established by planting or direct seeding. Contrast with a forest stand established naturally.   |
| <b>Pole Stand</b>                   | A stand of trees whose diameters range from 5 inches to 9 inches (in softwoods) or 11 inches (in hardwoods).   |
| <b>Pruning</b>                      | Removing live or dead branches from standing trees. With forest trees, pruning is generally done along the trunk to remove the lower branches (which cause knots in the wood) to produce a higher quality wood (knot free).  |
| <b>Pulpwood</b>                     | Wood cut primarily to be converted into wood pulp for the manufacture of paper, fiberboard or other wood fiber products.   |
| <b>Reforestation</b>                | Reestablishing a forest on an area where forest vegetation has been removed.   |
| <b>Release Cutting</b>              | A cutting operation to release young trees (seedlings or saplings) from competition with other trees of the same size (a cleaning) or larger and overtopping trees (a liberation cut).   |
| <b>Regeneration or Reproduction</b> | (a) Young trees which will grow to become the older trees in the future forest.<br>(b) The process of forest replacement or renewal. This may be done artificially by seeding or planting; or naturally by sprouting or natural seeding.   |
| <b>Roots</b>                        | That portion of the tree, generally underground, which functions in nutrient absorption, anchorage and storage of food and waste products. Types of roots: Tap Root- a strong central descending root with lateral roots branching off horizontally, typical of black walnut, white oak and some pines. Heart shaped Root- Several large roots descending at various angles into the soil with smaller roots branching from these. Typical of maple and red oak. Flat Root- Several large roots which extend out nearly horizontally with smaller roots branching from these, typical of spruce, elm and trees growing in poorly drained soils where the water table is close to the soil surface. |
| <b>Rotation</b>                     | The number of years required to establish and grow trees to a specified size, product or condition of maturity.  |
| <b>Salvage Cut</b>                  | Harvesting dead trees or those in danger of being killed (by insect, disease or the environment) to save their economic value.   |
| <b>Sanitation Cut</b>               | Harvesting or killing trees infected or highly susceptible to insects or disease to protect the rest of the forest stand.  |
| <b>Sapling</b>                      | A small tree, usually between 2 and 5 inches DBH.  |

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| <b>Sawlog</b>                    | A log large enough to produce a sawn product-usually at least 10 to 12 inches in diameter at the small end.  |
| <b>Second Growth</b>             | Forests that originate naturally after removal of a previous, usually virgin stands by cutting, fire or other cause.   |
| <b>Seed-tree Harvest Cutting</b> | Removing all trees from the harvest area at one time except for a few selected trees left to provide seed to establish a new forest stand.   |
| <b>Seedling</b>                  | (a) A tree, usually less than 2 inches in DBH, which has grown from a seed (in contrast to a sprout).<br>(b) Nursery grown trees which have not been lifted and replanted in the nursery.  |
| <b>Seed Year</b>                 | A year in which a given tree species produces (over a considerable area) a large seed crop. Usually applied to trees of irregular or infrequent seed production.   |
| <b>Selection Harvest</b>         | Harvesting individual trees or small groups of trees at periodic intervals (usually 8-15 years) based on their physical condition or degree of maturity. Produces an uneven-aged stand.  |
| <b>Shrub</b>                     | A low-growing perennial plant with a woody stem and low branching habit.   |
| <b>Silviculture</b>              | The art, science and practice of establishing, tending and reproducing forest stands of desired characteristics based on knowledge of species characteristics and environmental requirements.  |
| <b>Site</b>                      | (a) A tract of land with reasonably uniform soil and climatic factors.<br>(b) An area evaluated as to its capacity to produce a particular forest or other vegetation based on the combination of biological, climatic and soil factors.   |
| <b>Site Index</b>                | An expression of forest site quality based on the height of the dominate trees at a specified age (usually 50 years).  |
| <b>Skidding</b>                  | Pulling logs from the stump to the skidway or log landing.   |
| <b>Slash</b>                     | Residue left on the ground after logging, pruning or other forest operations including tree tops, branches or bark.  |
| <b>Softwoods</b>                 | See conifer.   |
| <b>Sprout</b>                    | A tree growing from the base, stump or root of another tree.   |
| <b>Stand</b>                     | An aggregation of trees occupying a specific area and sufficiently uniform in composition (species), age arrangement and condition as to be distinguishable from the forest on adjoining areas.  |
| <b>Stand, Timber (types of)</b>  | (a) Fully stocked. A forest stand with all growing space effectively occupied but having ample room for developing crop trees.<br>(b) Mixed. A stand having less than 80 percent of the trees in the main crown canopy of a single species.<br>(c) Old field. A stand on land once used for agricultural crops or for pasture.<br>(d) Overstocked. Overcrowding in a stand leading to retarded growth.<br>(e) Pole-timber. A stand with most trees between 5 and 9 (softwood) or 11 (hardwood) inches in diameter.<br>(f) Pure. A stand with at least 80 percent of the trees in the main crown canopy of a single species.<br>(g) Residual. The stand remaining after any type of cutting.<br>(h) Sawtimber. A stand with most trees large enough in diameter (usually 10 to 12 inches DBH or larger) to be sawn into lumber.<br>(i) Understocked. A stand with the growing space not effectively occupied by trees intended for harvest. |
| <b>Stocking</b>                  | The number of trees in a forest stand. Often, stocking level is compared to the desirable number of trees for best growth and management, such as partially-stocked, well-stocked or over-stocked.   |
| <b>Stumpage</b>                  | Trees as they stand in the woods uncut (on-the-stump).   |
| <b>Succession</b>                | The replacement of one plant community by another until ecological stability is achieved.  |
| <b>Sucker</b>                    | Synonymous with sprout.  |
| <b>TSI</b>                       | (Timber Stand Improvement) Improving the growth and or species makeup by removing the less desirable trees, vines and, occasionally, large shrubs.   |

**Thinning** Generally, a cutting in an immature forest stand to reduce the tree density and concentrate the growth potential on fewer, higher quality trees resulting in larger trees that maintain a good growth rate.  
 (a) Commercial. A thinning that pays for itself and then provides a profit for the owner.  
 (b) Natural. A natural process whereby a tree's branches or the trees themselves die as a result of root and or crown competition.  
 (c) Row. A plantation thinning with specified rows removed regardless of size.  
 (d) Selection. A thinning with individual trees selected for removal.

**Tolerance** A tree's capacity to develop and grow in the shade of, and in competition with, other trees.

**Transplant** A seedling lifted from the seedbed and replanted at wider spacing in the nursery to stimulate the development of a more vigorous root system.

#### Uneven-aged Forest

A forest with many ages of trees present (technically, more than 2 age classes) and considerable differences in the ages. Contrast with an "even-aged" forest.

#### Uneven-aged Forest Management

Managing a forest by periodically removing some trees from an uneven-aged stand while preserving its natural appearance. In Wisconsin, this type of management is common in northern hardwood forests. See selection harvest.

**Understory** A second layer of tree crown below the main canopy or overstory.

#### Key to Forest Cover Type Symbols:

##### Productive

A Aspen  
 BH Bottomland Hardwoods  
 BW White Birch  
 C Cedar  
 CH Central Hardwoods, Locust  
 SH Swamp Hardwood  
 SC Swamp Conifer  
 NH Northern Hardwood  
 O Oak  
 SW White Spruce  
 PJ Jack Pine  
 PR Red Pine, Scotch Pine  
 PW White Pine  
 W Black Walnut

##### Non-Productive or Non-Forest

LB Lowland Brush  
 F Farmland  
 FG Grazed Pasture  
 G Grass  
 GH Herbaceous Vegetation  
 UB Upland Brush  
 I Residential or Commercial  
 IA Parking Area  
 ICG Campground  
 LM Minor Lake  
 ROW Right of Way  
 SX Noncommercial Swamp  
 KG Noncommercial Lowland Grass  
 Z Rock Outcrop

#### Key to Size Classes (DBH - Diameter in inches):

0-5 Seedlings & Saplings  
 5-9 / 5-11 Pole-Timber (Conifers/Hardwoods)  
 9-15 / 11-15 Small Sawtimber (Conifers/Hardwoods)  
 15+ Large Sawtimber

#### Key to Stocking Levels (shown by superscript number after the size class):

| Density of Stocking | Seedlings | Saplings | Pole timber<br>(Cords) | Small Saw timber<br>(M. Bd. Ft. Scribner) | Large Saw timber<br>(M. Bd. Ft. Scribner) |
|---------------------|-----------|----------|------------------------|---|---|
| 1 Poor              | 1-300     | 1-300    | 1-7                    | .001-1.0                                  | 1.0-2.5                                   |
| 2 Medium            | 301-1500  | 301-900  | 8-13                   | 1.001-2.0                                 | 2.501-4.0                                 |
| 3 Good              | 1500+     | 901+     | 14-20                  | 2.001-3.5                                 | 4.001-7.0                                 |
| 4 Very Good         |           |          | 21-30                  | 3.501-5.0                                 | 7.001-8.5                                 |
| 5 Excellent         |           |          | 31+                    | 5.001+                                    | 8.501+                                    |



## Key to Forestry Terms

Like any profession, forestry has many special terms and abbreviations. The terms and their definitions are not difficult to learn. As you hear and use forestry terms, their meanings will become familiar, your plan more clearly understood and your enjoyment of the woodlands greatly enhanced.

### FORESTRY TERMS

|  |   |
|--|---|
| <b>Acre</b>                                    | A land area of 43,560 square feet. (Approximately 209' by 209', if the area is square)  |
| <b>Artificial Reproduction or Regeneration</b> | See reproduction  |
| <b>Aspect</b>                                  | The compass direction towards which a slope faces. (The compass direction you would be looking toward if looking down-hill while standing on the site.  |
| <b>Basal Area (BA)</b>                         | (a) Of a tree: The cross-sectional area (in square feet) of the trunk at breast height (4 ½ feet above the ground). For example, the basal area of a tree 14 inches in diameter at breast height is approximately 1 square foot.<br>(b) Of an acre of forest: The sum of basal areas of the individual trees on the acre. For example, a well stocked northern hardwood stand might contain 80 to 100 square feet of basal area per acre. |
| <b>BMP</b>                                     | An abbreviation for best management practices. BMP's are established to maintain water quality in lakes, streams, and wetlands. They are outlined in a booklet printed by DNR called "Best Management Practices for Water Quality in Wisconsin". Each management practice is described and detailed in the booklet.   |
| <b>Board Feet (BdFt)</b>                       | A unit (12" x 12" x 1") for measuring wood volume in a tree, a saw log or a veneer log.   |
| <b>Bole</b>                                    | The main tree trunk.  |
| <b>Canopy</b>                                  | The layer of tree crowns in a forest.   |
| <b>Clear-cut</b>                               | A harvesting and regeneration technique which removes all the trees (regardless of size) on an area in one operation. Clear cutting is most used with species like aspen, jack pine and commonly with oak, which require full sunlight to reproduce and grow well. Produces an even-aged forest.  |
| <b>Climax Type Ecosystem</b>                   | The final stage of a plant community development in which species composition remains relatively stable.  |
| <b>Commercial Cut</b>                          | A cut of trees which yields a net income (product sale receipts exceed cutting cost).   |
| <b>Competition</b>                             | The struggle between plants for available light, nutrients, moisture and growing space.<br>(a) Crown: Competition above ground for light, heat, carbon dioxide and perhaps oxygen.<br>(b) Root: Competition for soil, water, nutrients, oxygen and perhaps space.   |
| <b>Conifer</b>                                 | A tree belonging to the order of Coniferales, usually evergreen, cone bearing and with needles, awl or scalelike leaves such as pine, spruces, firs, cedars, including tamarack; often called "softwoods".  |
| <b>Cord</b>                                    | A stack of round or split wood containing 128 cubic feet. A standard cord measures 4 feet X 4 feet X 8 feet.  |
| <b>Crop Tree</b>                               | A tree identified to be grown to maturity and for final harvest cut. Usually selected on the basis of its location to other trees and its quality.  |
| <b>Crown</b>                                   | The branches and foliage of a tree.   |
| <b>Cull</b>                                    | A tree or log of merchantable size rendered useless for almost all products because of shape, disease, insect infestation or injury.  |
| <b>Cutting Cycle</b>                           | The planned time interval between major harvesting operations in the same stand, usually in uneven-aged stands. For example, a cutting cycle of 10 years in a northern hardwood stand means a harvest every 10 years.   |
| <b>DBH</b>                                     | The tree diameter at breast height (4 ½ feet above ground level).   |
| <b>Defect</b>                                  | That portion of a tree or log unusable for the intended product and, therefore not measured. Defects include such things as rot, crookedness, cavities, excessive limbiness, etc.   |

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|--------------------------------|
| <b>ORDER NUMBER</b>            |
| Co. Code/Seq. No./Yr. of Entry |
| <b>22 - 006-2001</b>           |

**MANAGED FOREST LAW MAP**  
Form 2450-133 Rev. 12-97

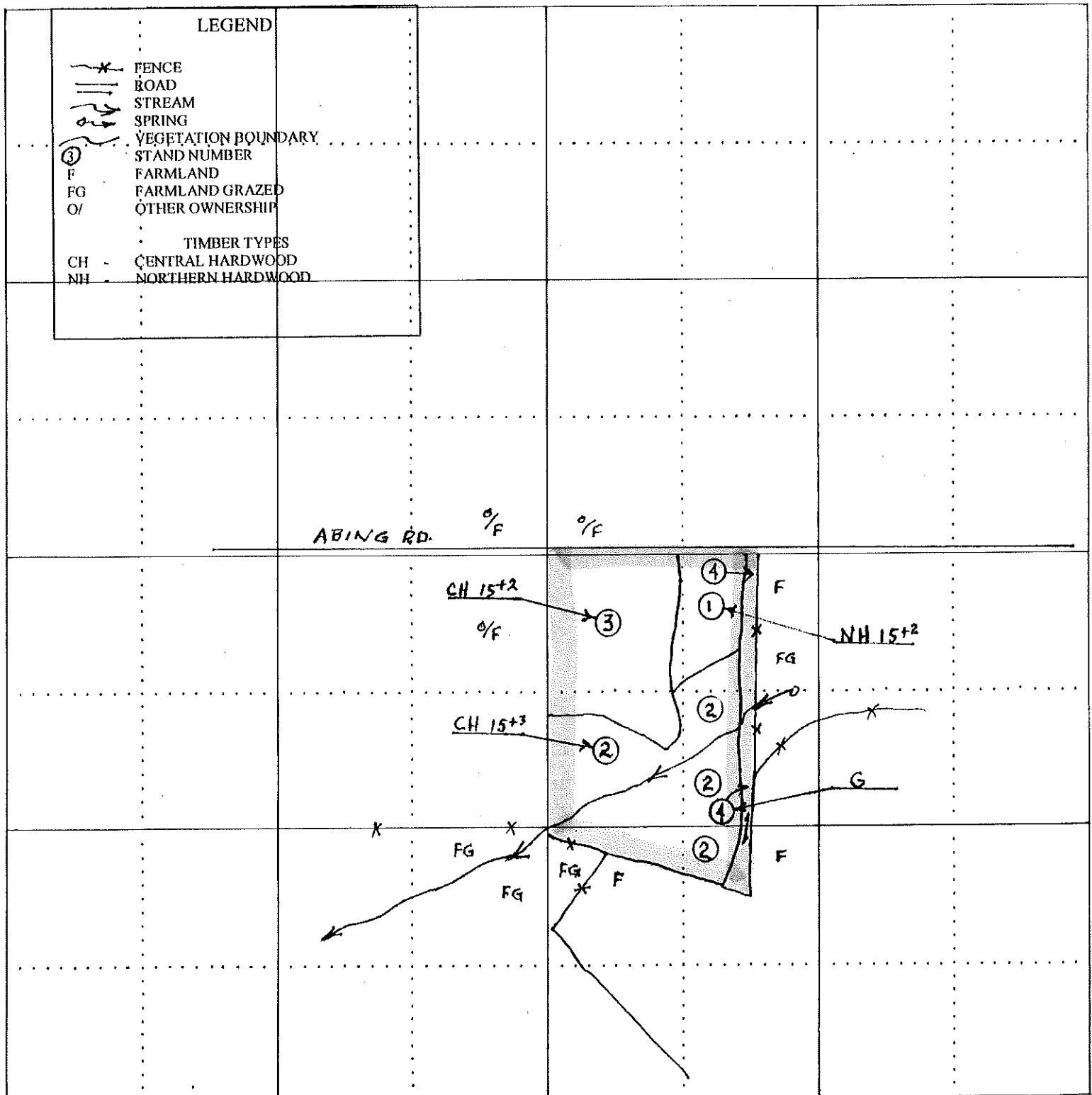
|                                |
|--------------------------------|
| <b>MADISON OFFICE USE ONLY</b> |
| Acreage Entered                |

|   |                                       |                            |
|---|---------------------------------------|----------------------------|
| Owner's Name<br><b>HEIMKE LIVING TRUST</b>              | Town or Village Name<br><b>POTOSI</b> | County<br><b>GRANT</b>     |
| Street or Route<br><b>9912 WEDD DR.</b>                 | Township No.<br><b>03N</b>            | Range<br><b>03W</b>        |
| City, State, Zip Code<br><b>OVERLAND PARK, KS 66212</b> | Closed Acres<br><b>0.00</b>           | Open Acres<br><b>34.00</b> |

**LEGEND:** Closed Area  Section Diagram  
Open Area  8" = 1 Mile



Prepared By Craig Hollingsworth  
Date August 2, 2000





|                                |
|--------------------------------|
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| Co. Code/Seq. No./Yr. of Entry |
| <b>22 - 006-2001</b>           |

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**LEGEND:** Closed Area   
Open Area 

Section Diagram  
8" = 1 Mile



Prepared By Craig Hollingsworth

Date August 2, 2000

