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WARRANTY DEED

THIS INDENTURE, Effective the 30th day of December A.D., 1965, between KOHLER CO., a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, located at Kohler, Wisconsin, party of the first part and the STATE OF WISCONSIN (CONSERVATION COMMISSION) party of the second part,

WITNESSETH, That the said party of the first part, for and in consideration of its desire to promote the public welfare has given, granted, bargained, remised, released, aliened, conveyed and confirmed and by these presents does give, grant, bargain, remise, release, alien, convey and confirm unto said party of the second part, its successors and assigns forever, the following described real estate situated in the County of Sheboygan and State of Wisconsin, to-wit:

The South Half ($S\frac{1}{2}$) of the Southeast Quarter ($SE\frac{1}{4}$) of the Northeast Quarter ($NE\frac{1}{4}$) of Section 22, Town 14 North, Range 23 East.

Also, Government Lot One (1), in Section 23, Town 14 North, Range 23 East.

Also, a portion of Government Lot Two (2), in Section 23, Town 14 North, Range 23 East; described as follows:

Commencing at the Northwest corner of said Government Lot Two (2); thence East and parallel with the north line of said Section, one hundred eighty-one and five-tenths feet (181.5'); Thence South Ten Degrees forty-seven minutes West ($S10^{\circ}47'W$) seven hundred five and four-tenths feet (705.4'); Thence West and parallel with the north line of said Section 23, forty-nine and five-tenths feet (49.5') to the west line of said section; Thence North along said west line six hundred ninety-three feet (693.0') to the place of beginning.

Also, a parcel of land in Section 14, Town 14 North, Range 23 East, more particularly described as follows:

Commencing at the northwest corner of said Section 14; thence East along the north line of said Section a distance of nineteen hundred feet (1900') more or less, to a point where said north line intersects the center of the Black River; thence southerly, upstream along the centerline of said river to a point where said centerline intersects the south line of the North Half ($N\frac{1}{2}$) of the Southwest Quarter ($SW\frac{1}{4}$) of said Section 14; thence West along said south line a distance of eight hundred fifty feet (850'), more or less, to the west line of said Section 14; Thence North along said west line to the place of beginning.

All the above parcels contain 221 acres, more or less.

The Northwest Quarter ($NW\frac{1}{4}$) of the Southwest Quarter ($SW\frac{1}{4}$), Section 14, Town 14 North, Range 23 East is subject to an easement granted to Wisconsin Power and Light Co., executed April 2, 1935 and recorded in the Office of the Register of Deeds for Sheboygan County on January 18, 1936 in Volume P of Contracts Pages 200 to 201 for installing and maintaining utility poles along the east side of County Trunk Highway KK.

The Northwest Quarter ($NW\frac{1}{4}$) of Section 14, Town 14 North, Range 23 East is subject to an easement granted to Wisconsin Power and Light Co., executed March 29, 1935 and recorded in the Office of Register of Deeds for Sheboygan County on January 18, 1936 in Volume P of Contracts, Page 201 for installing and maintaining utility poles along the east side of County Trunk Highway KK.

This conveyance is by deed of gift and no revenue stamps are required.

PROTECTIVE CLAUSES

The covenants hereafter stated have been created and agreed upon to protect the following mutual interests of the parties hereto;

- To preserve the natural beauty of an unique area along the westerly shore of Lake Michigan.
- To provide the people of the State of Wisconsin with an interesting and naturally beautiful recreational area.

-- To recognize the contributions to the conservation of Wisconsin's natural resources made by John Michael Kohler and his family.

By accepting this deed of gift the State of Wisconsin (Conservation Commission) its successors, representatives, or assigns agree to be bound by the following covenants running with the land:

1. The property herein conveyed and the area of which it becomes a part shall be used for state park and public recreational purposes.
2. The property herein conveyed and the area of which it becomes a part shall be officially designated as and henceforth be known as the

* → "JOHN MICHAEL KOHLER STATE PARK".

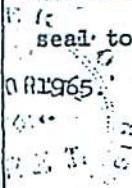
The foregoing covenants shall be binding upon the parties hereto, their successors, representatives or assigns and any breach or threatened breach of these covenants may be enjoined upon the application of the party of the first part, its successors or assigns or any citizen of the State of Wisconsin who would be affected thereby.

In addition, this conveyance is made and accepted on the express conditions running with the land that in the event said property should cease to be used for state park and public recreational purposes or shall not within one year be officially designated and thereafter bear the name, "JOHN MICHAEL KOHLER STATE PARK", this conveyance to the State of Wisconsin (Conservation Commission) shall be void and title to the property shall thereupon be vested by gift over in the KOHLER FOUNDATION, INC., a charitable corporation organized and existing as such under the laws of the State of Wisconsin to be used for the benefit of the public or to be conveyed to some appropriate public agency for such use.

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

TO HAVE AND TO HOLD the said premises as above described with the hereditaments and appurtenances, unto the said party of the second part, and to its successors and assigns, that at the time of the ensembling and delivery of these presents it is well seized of the premises above described, as of a good, sure, perfect, absolute and undefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear from all incumbrances whatever and that the above bargained premises in the quiet and peaceable possession of the said party of the second part, its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, it will forever WARRANT AND DEFEND.

IN WITNESS WHEREOF, the said KOHLER CO., party of the first part, has caused these presents to be signed by J. L. Kuplic its President and countersigned by G. A. Desmond its Secretary at Kohler, Wisconsin, and its corporate seal to be hereunto affixed, this 23rd day of December A.D.,



K O H L E R C O.

Signed and Sealed in Presence of

By J. L. Kuplic
J. L. Kuplic, President.

Lucius P. Chase
Lucius P. Chase

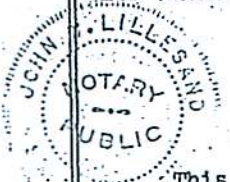
Countersigned:

G. A. Desmond
G. A. Desmond Secretary

Gelane Granger
Gelane Granger

STATE OF WISCONSIN }
SHEBOYGAN COUNTY } ss.

Personally came before me, this 23rd day of December A.D. 1965, J. L. Kuplic, President and G. A. Desmond Secretary of the above named Corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said Corporation, by its authority.



John W. Lillesand
John W. Lillesand, Notary Public
Sheboygan County, Wisconsin
Permanent Commission

This deed of gift together with the covenants and conditions contained herein is accepted and agreed to on behalf of the State of Wisconsin (Conservation Commission) this 22nd day of December 1965 by:

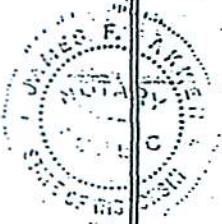
L. P. Voigt
L. P. Voigt, Conservation Director

Witnesses: *E. Kaminski*
E. Kaminski
James F. Bakken
James F. Bakken

STATE OF WISCONSIN }
DANE COUNTY } ss.

On this 22nd day of December 1965, before me personally appeared the above named L. P. Voigt, to me known to be the Conservation Director of the State Conservation Commission of Wisconsin, and to me known to be the persons who, as such Conservation Director, acknowledged and accepted the foregoing instrument in behalf and by authority of the State Conservation

Commission of Wisconsin and that he did so as his free act and deed in the capacity and for the purposes stated.



James F. Zebka
Notary Public

Dane County, Wisconsin

My Commission Expires in permanence

This instrument drafted by
John W. Lillesand,
Attorney - Kohler, Wisconsin

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REGISTRAR'S OFFICE
SHEBOYGAN COUNTY, WISCONSIN
Received for Record the 27th day of
December, 1965 at 8:34
o'clock P.M., and Recorded in Vol. 469
of Sheboygan on page 66924
Raymond J. DeLoe Registrar
By _____ Deputy

Call 457-4441
Att. 522
Att'y. John J. Lillesand
p. 500

(6) END