

Declaration of Covenants, Conditions and Restrictions for
the Plat of Kennedy Waters

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Fee: 2264 +1

Name and Return Address:

Mike B. Wittenwyler

LaFollette Godfrey & Kahn

P.O. Box 2719

Madison, WI 53701-2719 McKeough Law
Co.

13280 Hwy. J

Poyette, WI 53955

Parcel Identification Number (PIN)

09221127

\$300

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
THE PLAT OF KENNEDY WATERS**

This Declaration of Covenants, Conditions and Restrictions (the "Declaration") is made on the date hereinafter set forth by the McKeough Land Company, Inc., an Illinois corporation, hereinafter referred to as the "Developer."

WITNESSETH

WHEREAS, the Developer, being the owner of all real property contained in the Plat of Kennedy Waters which is located in part of the NE1/4 of the NE1/4, part of the SW1/4 of the NE1/4, and part of the SE1/4 of the NE1/4, Section 5, Township 19 North, Range 5 East, Town of Monroe, Adams County, Wisconsin (subject to and together with any and all appurtenances and easements, licenses, restrictions and conditions of record) as recorded in the Office of Register of Deeds for Adams County, Wisconsin, does hereby make the following declarations as to covenants, conditions and, restrictions to which all of the Lots in the Development may be put.

WHEREAS, the Developer has divided the Development into Lots identified by the numbers "1 - 39", each of which is individually referred to as a "Lot" and which are collectively referred to herein as the "Lots".

WHEREAS, the Developer has plans to include two outlots as part of the Development, depicted as "Outlot 1" and "Outlot 2" on the Plat of Kennedy Waters.

WHEREAS, the Developer wishes to permit the development of the Development into a community suitable for family and recreational living and, at the same time, wishes to maintain insofar as possible, the natural character of this beautiful property.

WHEREAS, it is essential to the value of the Lots that the Development be perpetually maintained in a manner consistent with high environmental, aesthetic and residential standards.

WHEREAS, to accomplish the foregoing, the Developer desires to impose certain building and use restrictions, covenants, and conditions, as herein contained, upon and for the benefit of said Lots and the Development as a whole.

WHEREAS, the Developer is willing to sell the Lots, but all buyers and subsequent owners hereby accept such Lots subject to the declarations, covenants, conditions and restrictions set forth herein.

NOW THEREFORE, the Developer hereby declares and provides that the Development is hereby subject to the following covenants, conditions and restrictions:

**ARTICLE 1
DEFINITIONS**

- 1.1 "Association" shall mean the Kennedy Waters Association, Inc., a Wisconsin nonstock corporation.
- 1.2 "Developer" shall mean the McKeough Land Company, Inc., the owner of the land within the Development, or its successors or any person or entity to whom or to which it may, in a document recorded with the office of Register for Deeds of Adams County, Wisconsin, expressly assign one or more of its rights hereunder or delegate its authority hereunder.
- 1.3 "Development" shall mean the Plat of Kennedy Waters, subject to and together with any and all appurtenances and easements, licenses, restrictions and conditions of record.
- 1.4 "Lot" shall mean any one of the numbered Lots within the Development, exclusive of the Outlots. "Lots" shall mean all such Lots.
- 1.5 "Lot Owner" shall mean any person or other entity owning or purchasing a Lot and any person having the right of occupancy of the dwelling on such Lot.
- 1.6 "Mobile Home" shall mean any dwelling, transportable in one or more sections, which is built on a permanent chassis and designed to be used with or without a permanent foundation when connected to the required utilities.
- 1.7 "Outlots" shall mean the Outlots depicted as "Outlot 1" and "Outlot 2" on the Plat of Kennedy Waters.

**ARTICLE 2
SUBDIVISION**

No Lot or Outlot may be further subdivided unless the resultant parcels created by the division are deeded to an adjacent Lot Owner(s) to increase the size of an existing Lot.

**ARTICLE 3
CARE AND APPEARANCE OF PREMISES**

Lot Owners shall maintain the exterior of all improvements on any Lot and the Lot itself in a neat and attractive manner and in good condition and repair.

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ARTICLE 4
PERMITTED AND PROHIBITED USES

- 4.1 No Lot or Outlot shall be used, nor shall any structure be erected thereon or moved thereupon, unless the use thereof and location thereon satisfies the requirements of applicable zoning ordinances which are in effect at the time of the contemplated use or the construction of any structure, or unless approval thereof is obtained from the appropriate zoning authority.
- 4.2 Except as otherwise specifically provided herein, Lots shall be used for the construction of one single-family residence and structures and outbuildings incidental to the use thereof (including, without limitation, barns, stables and garages for private, and not public or commercial use) and shall be limited in use to single-family residential use. Home businesses are permitted if operated entirely within the dwelling and excessive traffic and parking requirements are not generated. No signage relating to home businesses shall be permitted. However, these restrictions on use shall not be construed to prohibit a Lot Owner or occupant from (a) maintaining a personal professional library, (b) keeping personal business or professional records or accounts, or (c) handling personal business or professional telephone calls or correspondence.
- 4.3 Mobile Homes are not permitted.
- 4.4 No unregistered vehicle (unless garaged), trash, refuse pile or unsightly or objectionable object or materials shall be allowed or maintained upon the Development. Not more than one (1) recreational vehicle, including, but not limited to boats, trailers, campers, ATVs and snowmobiles, shall be stored on any Lot (unless garaged), and furthermore, no such aforementioned vehicles may be stored upon a Lot prior to the completion of the construction of the dwelling on the Lot. As to snowmobiles and ATVs, a trailer fabricated to accommodate up to four (4) such recreational vehicles is herein to be construed as one (1) such vehicle.
- 4.5 No noxious or offensive trade or activity and no activity which is in violation of any law, ordinance, statute, or governmental regulation shall be conducted in the Development, nor shall anything be done which may be or become an annoyance or nuisance to the other Lot Owners in the Development.
- 4.6 The exterior of any structure or improvement being constructed upon a Lot shall not remain incomplete for a period of longer than nine (9) months from the date upon which construction of the improvement was commenced. All construction shall be diligently pursued to completion, and such completion shall occur prior to occupancy.
- 4.7 Not more than 50% of trees which are 12 inches or more in diameter measured at a height of 4 feet, shall be removed from any Lot, except for dead, hazardous, and diseased trees.

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- 4.8 Unless otherwise restricted by applicable zoning laws and regulations, camping, including the use of recreational camping vehicles, is permitted on a Lot (specifically not to include the Outlots) for not more than 14 consecutive days nor more than 50 days in any calendar year. All camping vehicles, tents, rubbish and debris associated with camping activities shall be removed from the premises upon departure.
- 4.9 All garbage and refuse shall be promptly disposed of so that it will not be objectionable to neighboring Lot Owners. No outside storage for refuse or garbage shall be maintained or used unless the same shall be properly concealed with vegetative screening.
- 4.10 Propane gas tanks shall be located in such areas as to be as inconspicuous as possible.
- 4.11 Except as otherwise provided herein or in any duly adopted rules and regulations of the Association, the Outlots shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except that Lot Owners may store their personal boat slips or shore stations on Outlot 2. On Outlot 2 there shall be no clearing of trees within twenty (20) feet of its north, south and west lot lines and within forty (40) feet of its east lot line except as is necessary for the construction of a driveway.
- 4.12 No Lot Owner shall use or permit the use by occupant, agent, employee, invitee, guest or member of his/her family of any firearms anywhere within the Development. Hunting of any kind is prohibited on the Development.
- 4.13 For a period of 3 years from the date this Declaration is recorded, no signs or other advertising devices shall be displayed which are visible from the exterior of a Lot including "For Sale" signs, except those signs placed by the Developer for so long as the Developer owns any Lot(s). Garage and yard sale signs, on the actual days of any such sale are permitted. All such sales must not be conducted for more than three (3) consecutive days, a maximum of three (3) times per year.
- 4.14 The Developer has reserved all mineral rights in the Plat of Kennedy Waters, and, except as otherwise provided herein, mineral exploration of any kind is expressly prohibited therein. Exploration and removal of minerals is permitted if no surface activity nor reduction of vertical support of the surface will occur.
- 4.15 The main boat pier, which will be constructed by the Developer on WRPCo lands located in the immediate vicinity of Outlot 1, is for the exclusive use of and is the common property of all Lot Owners. This main boat pier is not designed for docking of watercraft for extended periods of time, such as overnight dockage, since wind and/or water forces in conjunction with the inertia of docked watercraft could pose a risk to the stability of the main boat pier. Hence, Lot Owners are permitted to use the main boat pier for the temporary docking of their watercraft for only the convenience of brief periods of docking.

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- 4.16 In the event that the Developer is able to obtain for the Lot Owners of Lots 8-27 the right to attach one boat slip per Lot to the main boat pier, said slips, which will be the personal property of the Lot Owners, shall be constructed in a manner that is consistent with the material and quality of the main boat pier constructed by the Developer. The length of any such slip shall accommodate the Lot Owner's boat and shall not be unreasonably larger than is necessary to accommodate the Lot Owner's boat and to allow for safe navigation.
- 4.17 The right to attach a personal boat slip to the main boat pier may be leased by a front Lot Owner to another Lot Owner. Leasing of said boat slip rights to other than a Lot Owner is prohibited. The sale of said boat slip rights to any person is specifically prohibited, except as an appurtenance to a Lot being sold.

ARTICLE 5
CHARACTER OF BUILDINGS AND CONSTRUCTION

- 5.1 The Developer recognizes that there can be an infinite number of concepts and ideas for the development of the Lots. The Developer wishes to encourage the formulation of new or innovative concepts and ideas. Nevertheless, for the protection of all Lot Owners, and for the preservation of the Developer's concept for the development of the Development, the Developer wishes to make certain that any development of a Lot will maintain the natural beauty of the Development, and blend man-made structures into the natural environment to the extent reasonably possible.
- 5.2 Each dwelling constructed on a Lot shall have a minimum of 1,200 square feet of finished living area on the first floor above grade excluding any garage, basement and porch.
- 5.3 All exteriors will be rustic in appearance, composed of natural wood (e.g. redwood, cedar or logs), brick, stone, and/or vinyl siding (with a natural wood appearance). Lot Owners are encouraged to complete the exterior of any dwelling in natural, rustic, earth-tone hues with flat finishes. No aluminum siding will be allowed except for such uses as gutters, trim, soffits and fascia.
- 5.4 All garages and outbuildings, including any additional unattached garage, must be architecturally related to and must match the overall color scheme of the dwelling and must be constructed only of materials permitted for the construction of residences. Outbuildings and garages shall not be constructed or placed upon any Lot prior to six months before commencement of the construction of the dwelling. No metal out buildings are permitted.
- 5.5 All dwellings, garages and accessory buildings on Lots 8-27 shall have gutters. Said gutters shall direct stormwater runoff away from Petenwell Lake in such a manner to prevent direct discharge of said runoff into Petenwell Lake.
- 5.6 All roofs on all structures shall have a pitch of at least 8:12.

- 5.7 Earth berm, underground and dome homes are prohibited.
- 5.8 All utilities constructed within the Development shall be located underground.

ARTICLE 6
LANDSCAPING AND GRADE

- 6.1 Natural groundcover, wood chips or other natural plantings indigenous to wooded areas are encouraged.
- 6.2 Existing trees and natural cover (wildflowers, groundcover, shrubs, etc.) shall be preserved wherever possible and practical.
- 6.3 The grade of the respective Lots shall be maintained in harmony with the topography of the Development and with respect to adjoining Lots.
- 6.4 In the interest of preserving the existing condition of natural slopes, the Lot Owners shall maintain groundcover to prevent water and wind erosion on their Lot.
- 6.5 The location of all improvements shall be designed and located so as to be compatible with the natural surroundings and with the other Lots.
- 6.6 Silt fencing shall be installed in appropriate areas prior to site excavation, driveway construction or landscaping activity and where exposed soil may be subject to runoff and erosion. Said silt fences shall be maintained until the landscaping necessary to prevent erosion of soil is completed. These preventative soil erosion measures must be completed within six (6) months after the date of completion of the exterior of the dwelling or outbuilding.
- 6.7 Lot Owners owning Lots along the land owned by Wisconsin River Power Company ("WRPCo") and adjacent to Petenwell Lake shall not permit any runoff from their Lots to discharge directly onto WRPCo shoreline lands. All finish grading of the Lots shall as much as reasonably possible slope the grade away from Petenwell Lake.

ARTICLE 7
EASEMENTS

- 7.1 No Lot Owner shall be permitted to grant any right-of-way or easement across his Lot, except to another Lot Owner or to benefit a Lot governed hereby. Neither may a Lot Owner use all or any portion of his Lot to establish a road access to property not included in the Development.
- 7.2 Any type of permanent construction or improvement within designated easement areas, other than those provided for herein (and including the construction of driveways and placement of mailboxes), is prohibited.

ARTICLE 8
KENNEDY WATERS ASSOCIATION, INC.

- 8.1 Lot Owners shall automatically by virtue thereof become a member of the Association. The Association is entitled to carry on such business as is authorized by its Articles of Incorporation and Bylaws.
- 8.2 As a member of the Association and in consideration of any license rights and the right to use the Outlots, each Lot Owner agrees for himself or herself, and his or her heirs, successors, and assigns, to pay to the Association any dues, assessments for maintenance charges, costs, or fines (collectively, the "Dues") as may from time to time be levied by the Association for maintenance, repairs, improvements, insurance, license fees, or for any other lawful purpose. Any such Dues shall not apply to the Lots owned by the Developer. Dues may be assessed annually and from time to time to meet the needs and commitments of the Association. Lot Owners shall pay at closing one-half of the annual Dues established by the Association for 2000 and commence paying annual Dues in full beginning in 2001.
- 8.3 Notice of the amount of any Dues, other than those specified in Section 8.2 above as being due at closing, shall be given to the Lot Owner by first-class mail addressed to his or her last known address as it appears on the rolls of the Association.
- 8.4 Any Dues not paid on or before the due date established by the Association shall be considered as being in default and shall bear interest at the highest rate then permitted by law or such lesser rate as the Association may establish. Such interest and all costs incurred by the Association in connection with the collection of any such charge, including, without limitation, reasonable attorney fees, shall be collectible by the Association and shall constitute a continuing lien upon any Lot within the Development owned by the Lot Owner responsible therefor. The Association shall have the right to proceed at law or in equity to foreclose such lien. All such charges shall also be the personal obligation of the Lot Owner against whom they were assessed.

ARTICLE 9
RULES AND REGULATIONS

The Association may promulgate rules and regulations specifically authorized hereunder and such other rules and regulations as may be reasonably necessary or helpful to achieve the quality of living in the Development desired by the Association. All Lot Owners and their guests and invitees shall abide by such rules and regulations, and the Association may establish and levy fines for any failure to comply with the same.

ARTICLE 10
ASSIGNMENT OF RIGHTS

All rights hereunder granted to Lot Owners shall not be further assignable except as an appurtenance to and in conjunction with the sale of their Lot.

ARTICLE 11
VIOLATION OF PROVISIONS

- 11.1 In the event that any Lot Owner violates the terms of this Declaration, the Developer, the Association, or any Lot Owner(s), not earlier than thirty (30) days after it has delivered written notice to a Lot Owner of a violation of one or more of the provisions hereof, may enter upon the violating Lot Owners Lot and correct the violation and alter, repair, or change any building, structure, or thing which may be upon the Lot in violation thereof so as to make such improvement or thing conform to such provisions.
- 11.2 The Developer, the Association, or any Lot Owner(s) may charge the Lot Owner for the entire cost of the work done pursuant to the provisions of this section, which shall become a lien against the Lot Owner's Lot.

ARTICLE 12
ENFORCEMENT

- 12.1 In addition to any rights set forth in Article 11 for a violation or breach of any of the provisions hereof, the Developer, the Association, any Lot Owner(s), or any municipal governing authority shall have the right to proceed at law or in equity to prevent the violation or breach of the provisions of this Declaration or to recover damages for such violation and to foreclose any lien granted hereunder.
- 12.2 In any action or suit to enforce the provisions hereof, the prevailing party shall be entitled to recover its reasonable attorney fees and other legal costs.

ARTICLE 13
DURATION AND EFFECT

The provisions hereof shall run with the Development and shall be binding upon all Lot Owners and all persons claiming under them for a period of forty (40) years from the date this Declaration is recorded, after which time said Declaration shall be automatically extended for successive periods of ten (10) years each, unless an instrument, signed by the requisite number of Lot Owners set forth in Article 14 has been recorded agreeing to cancel, amend or change, in whole or in part, this Declaration.

ARTICLE 14
AMENDMENT

- 14.1 The Developer hereby reserves the right to amend these restrictions without the consent of the Lot Owners for any purpose, if the amendment does not materially alter or change the rights of a Lot Owner.

- 14.2 These restrictions may be rescinded or amended, in whole or in part by an appropriate recorded written instrument executed and acknowledged by not less than three-fourths (3/4) of the Lot Owners; provided, however, that any such rescission or amendment must be acknowledged by all of the Lot Owners if:
- (a) it changes the single-family nature of the Development; or
 - (b) it expands the rights of a Lot Owner to subdivide a Lot or to place more than one house on a Lot.
- 14.3 Any amendments shall become effective ten (10) days after a notice of adoption of the amendment, together with a copy of the recorded amendment, are mailed to all Lot Owners. Notwithstanding the foregoing provisions of this section, certain rights reserved by the Developer herein shall not be terminated by any amendment without the consent of the Developer.

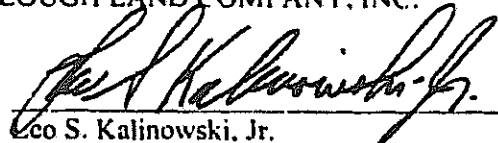
ARTICLE 15
SEVERABILITY

- 15.1 The invalidation of any one or more of the reservations and restrictions provided herein, by judgment or court order, or the amendment of any one or more of the restrictions as herein above provided, shall in no way affect any of the other provisions herein, which shall remain in full force and effect.
- 15.2 In the event that there exist now or in the future regulations, federal, state, local, or otherwise, that are more restrictive than those contained herein, the more restrictive regulation shall apply.
- 15.3 In the event this Declaration conflicts with the terms of the Articles of Incorporation or Bylaws of the Association, the terms of this Declaration shall control.

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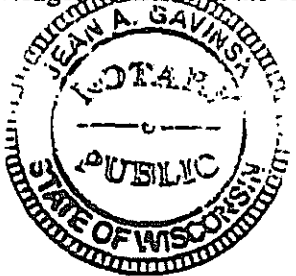
IN WITNESS WHEREOF, the Developer has caused this instrument to be executed this 8th day of May, 2000.


MC KEOUGH LAND COMPANY, INC.

By: 
Leo S. Kalinowski, Jr.
Vice President

STATE OF WISCONSIN)
) ss.
COUNTY OF COLUMBIA)

Personally came before me this 8th day of May, 2000, the above named Leo S. Kalinowski to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity indicated.




Notary Public, State of Wisconsin
My commission expires: May 20, 2002

This instrument was prepared by and should be returned to:

Mike B. Wittenwyler
LaFollette Godfrey & Kahn
P.O. Box 2719
Madison, WI 53701-2719
(608) 257-3911

LaFollette Godfrey & Kahn is an office of Godfrey & Kahn, S.C.
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Document Number

QUIT CLAIM DEED

Vol 2266 Page 01

Recorded-Adams County WI
Register of Deeds Office-
Jodi M. Helperson-Register

MAY 09 2000

Time: 11:35 AM
Volume: 2266 Page: 1
Fee:

Wisconsin River Power Company, a Wisconsin corporation quit-claims to McKeough Land Company, Inc., an Illinois corporation the following described real estate in Adams County, State of Wisconsin:

Part of the Northeast Quarter of the Northeast Quarter, Part of the Southwest Quarter of the Northeast Quarter and part of the Southeast Quarter of the Northeast Quarter of Section 5, Township 19 North, Range 5 East, Town of Monroe, Adams County, Wisconsin, bounded and described as follows:

Commencing at the East Quarter corner of said Section 5, thence N 01°04'10"W along the East line of the Northeast Quarter of said Section 5 a distance of 231.38 feet to the Southeast corner of Lot 1 of Adams County Certified Survey Map No. 1937, thence S 88°54'50"W along the South line of said Lot 1 a distance of 2033.47 feet to the Southwest corner of said Lot 1 and the POINT OF BEGINNING, thence continuing S 88°54'50" W along an extension of the South line of said Lot 1 a distance of 47.05 feet, thence N 43°12'55" E a distance of 338.17 feet, thence N 38°21'15" E a distance of 321.68 feet, thence N 34°59'01" E a distance of 340.78 feet, thence N 36°55'17" E a distance of 373.67 feet, thence N 62°59'43" E a distance of 229.95 feet, thence N 73°50'55" E a distance of 727.83 feet to an extension of the East line of said Lot 1, thence S 01°04'10"E along an extension of the East line of said Lot 1 a distance of 25.64 feet to the Northeast corner of said Lot 1, thence S 73°58'00" W along the North line of said Lot 1 a distance of 834.00 feet to the Northwest corner of said Lot 1, thence S 38°50'00" W along the West line of said Lot 1 a distance of 1446.26 feet to the Southwest corner of said Lot 1 and the POINT OF BEGINNING.

Recording Area

Name and Return Address

McKeough Land Co., Inc.
193280 Hwy J
Poyllette WI 53955

Parcel Identification Number (PIN)

This is not homestead property.

(iv) (is not)

Grantor reserves unto itself, its successors and assigns, the right to alter the ground water levels below the property being purchased by a dam or dams in the Wisconsin River held at any height to which Grantor may seem fit to maintain the same, including the right to lower or raise the level in the reservoir created by said dam or dams in accordance with Seller's Federal Energy Regulatory Commission licensing and limits established by the Wisconsin Department of Natural Resources.

\$ 4.50
TRANSFER
FEE

Dated this 13th day of April, 2000.

Wisconsin River Power Company

Richard L. Hilliker

By:

*Richard L. Hilliker, Vice President

Attest:

Reginald D. Fanning
*Reginald D. Fanning, Secretary

AUTHENTICATION

Signature(s) Richard L. Hilliker and Reginald D. Fanning

authenticated this 13th day of April, 2000

Nicholas J. Brazeau
*Nicholas J. Brazeau

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not,

authorized by § 706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY

Atty. Nicholas J. Brazeau (tv)

PO Box 639, Wisconsin Rapids, WI 54495-0639

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

ACKNOWLEDGMENT

STATE OF WISCONSIN)

County)

Personally came before me this day of , the above

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

Notary Public, State of Wisconsin

My Commission is permanent. (If not, state expiration date:

, 19 .)

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

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with 1099

Document Number

NONEXCLUSIVE LICENSE AGREEMENT
Title of Document

393711

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Recorded-Adams County WI
Register of Deeds Office-
Jodi M Helgeson-Register

MAY 08 2000

Time: 1:10 PM

Volume: 2264 Page: 17-26

Fee:

Record this document with the Register of Deeds

Name and Return Address:
Atty. Nicholas J. Brazeau
PO Box 639
Wisconsin Rapids, WI 54485-0639

(Parcel Identification Number)

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JSP

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NONEXCLUSIVE LICENSE AGREEMENT

License Agreement made and entered into by and between Wisconsin River Power Company, a Wisconsin corporation, having its principal office and place of business in Wisconsin Rapids, Wood County, Wisconsin (hereinafter referred to as "LICENSOR"); and Curtis Fuller, of Lake Forest, Illinois (hereinafter referred to as "LICENSEE").

LICENSOR hereby licenses to LICENSEE the nonexclusive right to use in the manner hereinafter provided the property described on Exhibit A and Exhibit B attached hereto and made a part hereof as if set forth in full herein, situated in Adams County, Wisconsin.

This Nonexclusive License is granted upon the following terms and conditions:

1. The licensed premises may be used by LICENSEE, for obtaining access to water, the construction of hiking trails and to install, maintain, keep in good repair and use certain shoreline improvements, limited to not more than two (2) stairways, an overlook and a dock (and as to Exhibit B also camping), AND FOR NO OTHER PURPOSE OR PURPOSES WHATSOEVER.

2. In consideration of this grant of license, the LICENSEE shall pay to LICENSOR the sum of Two Hundred Fifty and no/100 (\$250.00) Dollars per year for the years 1982-1986. For each calendar year following 1986, during which this license remains in full force and effect, LICENSEE shall pay such sum as LICENSOR may designate; provided, that the license fee for any calendar year shall not increase more than the percentage increase of the lowest Urban Consumer Price Index for a Wisconsin municipality over the previous year. If there is no such Index, the increase shall be limited to the All Urban Consumer Price Index published by the United States Department of Labor and Statistics. In no event shall the increase be more than ten (10%) percent above the previous calendar year.

3. All improvements or fixtures which LICENSEE proposes to construct or install upon the licensed premises, shall be

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subject to LICENSOR'S prior approval, which approval shall not be unreasonably withheld. It is specifically understood that LICENSOR shall have the right to impose reasonable limitations upon the number and type of all improvements and fixtures constructed within the licensed premises. LICENSEE shall notify LICENSOR prior to the construction or installation of such improvements or fixtures and shall submit plans and specifications therefor to LICENSOR. LICENSOR shall have the right to review any proposed improvements or fixtures and to require reasonable changes thereof consistent with LICENSEE'S intended use.

4. Any and all governmental permits, licenses or approvals which may be required for the construction or installation by LICENSEE of any improvements or fixtures within the licensed premises shall be obtained by LICENSEE at LICENSEE'S sole cost and expense.

5. The initial term of this License shall be for the period commencing upon the execution hereof and terminating upon December 31, 1986; provided, however, that this License shall be automatically renewed for additional five-year periods after December 31, 1986, upon the same terms and conditions, excepting the license fee charged pursuant to Paragraph 2 and insurance coverage contained in Paragraph 8 herein, unless terminated by either LICENSOR or LICENSEE. LICENSOR agrees, however, that it will terminate said agreement only if LICENSOR loses its right to grant such a license or if LICENSEE does not comply with the specific terms of this License. To exercise its right to terminate in the event of LICENSEE'S default or breach herein, LICENSOR shall give LICENSEE ninety (90) days written notice specifying with particularity the respects in which LICENSEE is in default. If LICENSEE cures its default within such 90-day period, this License Agreement shall remain in full force and effect, otherwise, it shall terminate in accordance with the notice.

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Upon termination by LICENSOR, LICENSEE shall have the right to remove all improvements or fixtures which LICENSEE may have constructed or installed upon the licensed premises; provided, that all improvements or fixtures which shall remain upon the licensed premises on the effective date of the termination hereof shall be deemed to have been abandoned by LICENSEE, and shall thereafter be and become the sole and exclusive property of the LICENSOR.

6. LICENSEE understands and acknowledges that the License herein granted shall be nonexclusive in nature and that the general public shall at all times have the right to pedestrian use of the licensed premises (but not necessarily any improvements or fixtures which LICENSEE may construct or install thereon) for recreational purposes. In addition, nothing herein contained shall be construed to prohibit LICENSOR from using the licensed premises or any portion thereof for its own purposes. It is expressly understood and agreed that LICENSEE may not erect any fences or other barricades that in any way prohibit or impede pedestrian access or access by LICENSOR to the licensed premises.

7. LICENSEE shall indemnify and save LICENSOR harmless from and against any and all claims, demands, actions, causes of action, damages, losses, expenses (including reasonable attorneys fees) or liabilities, civil or criminal, arising out of or in any way relating to LICENSEE'S possession or use of the licensed premises or any improvements or fixtures constructed or installed thereon by LICENSEE.

8. LICENSEE agrees that, while this License Agreement remains in full force and effect, it shall procure and shall maintain liability insurance in the amount of Three Hundred Thousand and no/100 (\$300,000.00) Dollars for death or injury to one person in one accident, Five Hundred Thousand and no/100 (\$500,000.00) Dollars per death or injury to more than one person and Fifty Thousand and no/100 (\$50,000.00)

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Dollars for property damage regarding LICENSEE'S use of said property. Upon request from LICENSOR, LICENSEE shall deliver a certificate evidencing the existence of such insurance to LICENSOR. After December 31, 1986, LICENSOR reserves the right to require the limits set forth above to be increased from time to time, but in no event shall such increase be more than the percentage increase of the lowest Urban Consumer Price Index for a Wisconsin municipality over the previous year. If there is no such Index, the increase shall be limited to the All Urban Consumer Price Index published by the United States Department of Labor and Statistics. In no event shall the increase be more than ten (10%) percent above the previous calendar year.

9. LICENSOR shall not be liable to LICENSEE for any damage occasioned by water from the Wisconsin River or its tributaries due to any cause whatsoever. It is specifically understood and agreed that LICENSOR shall not be liable to LICENSEE by reason of the operation of the Petenwell and Castle Rock hydroelectric projects.

10. LICENSEE understands that the licensed premises are included within Project #1984 of the Federal Energy Regulatory Commission (FERC) of the United States of America, and that the licensed premises are subject to the regulation and control and to all lawful orders of the said FERC. Any use by LICENSEE of the licensed premises shall not endanger health, create a nuisance or otherwise be incompatible with the overall project use. In addition, LICENSEE shall take all reasonable precautions to ensure that the construction, operation and maintenance of structures or facilities located upon the licensed premises shall be performed in a manner that will protect the scenic, recreational and environmental values of the said project.

11. All notices required or permitted to be given hereunder shall be in writing and shall be given either personally or by registered or certified mail, return receipt

092157

requested, to the following addresses:

If to LICENSOR: Wisconsin River Power Company
P. O. Box 50
Wisconsin Rapids, WI 54494

If to LICENSEE: Curtis Fuller
500 Hyacinth Place
Highland Park, IL 60035

12. LICENSEE shall have the right to assign or to sublet any of its rights under this License Agreement to any other person or entity for access to and common use and enjoyment of the licensed premises, but in no event shall the total improvements thereon be greater than those delineated in Paragraph 1 herein without the express written consent of LICENSOR.

13. Notwithstanding any language contained herein to the contrary, this License Agreement may be terminated by LICENSEE at any time.

14. This License Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

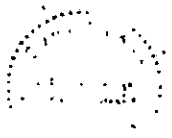
IN WITNESS WHEREOF, the said Wisconsin River Power Company has caused this Agreement to be executed by its duly authorized officers this 27th day of May, 1982; and the said Curtis Fuller has executed this Agreement this 27th day of May, 1982.

WISCONSIN RIVER POWER COMPANY

BY: Max O. Andrae
Max O. Andrae, President

ATTEST: Ralph W. Hurrish
Ralph W. Hurrish, Secretary

Curtis Fuller
Curtis Fuller



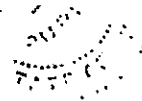
00721588

STATE OF WISCONSIN)
(SS.
COUNTY OF WOOD)

Personally came before me this 27th day of May, 1982,
Max O. Andrae , President ,
and Ralph V. Hurrish , 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.

Nicholas J. Brazeau

Nicholas J. Brazeau
Notary Public, Wood County, Wisconsin
My Commission Is Permanent

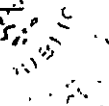


STATE OF ILLINOIS)
(SS.
COUNTY OF)

Personally came before me this 27th day of May, 1982,
Curtis Fuller, to me known to be the person who executed the
foregoing instrument and acknowledged the same.

Nicholas J. Brazeau

Notary Public, Wood County, ~~Ill.~~ Wis.
My Commission



This instrument drafted by:

NICHOLAS J. BRAZEAU
Brazeau, Potter, Wefel & Nettesheim
P. O. Box 639
Wisconsin Rapids, WI 54494
(715) 423-1400

00721507

EXHIBIT A

A parcel located adjacent to and immediately to the North and West of the following described parcel of land located in Adams County, Wisconsin:

A parcel of land located in the SE 1/4-NE 1/4, Section 5, Township 19 North, Range 5 East, Town of Monroe, Adams County, Wisconsin bounded by the following described line: Commencing at the E 1/4 corner of said Section 5; thence N1°04'10"W along the section line, 231.38 feet to the point of beginning; thence S88°54'50"W, 1324.54 feet to the west line of said SE 1/4-NE 1/4; thence N0°57'40"W along said west line, 432.88 feet; thence N88°51'10"E, 661.86 feet; thence 1°00'50"W, 664.98 feet to the north line of said SE 1/4-NE 1/4; thence N88°47'30"E along said north line, 661.23 feet to the northeast corner of said SE 1/4-NE 1/4; thence S1°04'10"E along the section line, 1100.00 feet to the point of beginning.

A parcel of land located in the SE 1/4-NE 1/4, SW 1/4-NE 1/4, NE 1/4-NE 1/4, Section 5, Township 19 North, Range 5 East, Town of Monroe, Adams County, Wisconsin bounded by the following described line: Commencing at the E 1/4 corner of said Section 5; thence N1°04'10"W along the section line, 231.38 feet; thence S88°54'50"W, 1324.54 feet to the west line of said SE 1/4-NE 1/4 and the point of beginning; thence S88°54'50"W, 708.93 feet; thence N38°50'E, 1446.26 feet; thence N73°58'E, 834.00 feet; thence S1°04'10"E, 225.00 feet to the north line of said SE 1/4-NE 1/4; thence S88°47'30"W along said north line, 361.23 feet; thence S1°00'50"E, 664.98 feet; thence S88°51'10"W, 661.86 feet to the west line of said SE 1/4-NE 1/4; thence S0°57'40"E along said west line, 432.88 feet to the point of beginning.

Bounded on the North by the West line of the property described on Exhibit A-1 attached hereto, and bounded on the South by a line commencing at the Southwest corner of the above described parcel and running thence West to the ordinary highwater mark of Petenwell Flowage; All of said parcel being located between the above described property and the ordinary highwater mark of said Petenwell Flowage.

EXHIBIT A-1

A parcel of land located in the NW 1/4-NW 1/4, Section 4 and NE 1/4-NE 1/4, Section 5, Township 19 North, Range 5 East, Town of Monroe, Adams County, Wisconsin, bounded by the following described line: Commencing at the East 1/4 corner of said Section 5; thence N 1° 04' 10" W along the section line, 1331.38 feet to the 1/16 corner; thence S 88° 47' 30" W along the 1/16 line, 300.00 feet to the point of beginning; thence N 88° 47' 30" E, 300.00 feet to said 1/16 corner; thence N 88° 50' 40" E along the 1/16 line, 500.00 feet; thence N 1° 04' 10" W, 916 feet, more or less, to the waters edge of Petenwell Flowage; thence southwesterly along said waters edge to a point that is N 1° 04' 10" W of the point of beginning; thence S 1° 04' 10" E, 360 feet, more or less, to the point of beginning.

Said parcel contains 11.2 acres, more or less.

EXHIBIT B

A parcel of land located in the SE 1/4-NE 1/4, SW 1/4-NE 1/4, NE 1/4-NE 1/4, Section 5, Township 19 North, Range 5 East, Town of Monroe, Adams County, Wisconsin bounded by the following described line: Commencing at the E 1/4 corner of said Section 5; thence N1°04'10"W along the section line, 231.38 feet; thence S88°54'50"W, 1324.54 feet to the west line of said SE 1/4-NE 1/4 and the point of beginning; thence S88°54'50"W, 708.93 feet; thence N38°50'E, 1446.26 feet; thence N73°58'E, 834.00 feet; thence S1°04'10"E, 225.00 feet to the north line of said SE 1/4-NE 1/4; thence S88°47'30"W along said north line, 361.23 feet; thence S1°00'50"E, 664.98 feet; thence S88°51'10"W, 661.86 feet to the west line of said SE 1/4-NE 1/4; thence S0°57'40"E along said west line, 432.88 feet to the point of beginning.

0091211922

399111

VOL 2440 PAGE 67

STATEMENT OF MINERAL CLAIM

Document Number

Recorded-Adams County WI
Register of Deeds Office-
Jodi M. Helgeson-Register

By this instrument, McKeough Land Company, Inc., located at 208 Franklin Street, Grand Haven, Michigan 49417, claims an interest in the following described real estate.

JAN 0 2 2001

Time: 2:30pm
Volume: 2440 Page: 67
Fee: 10

See attached Exhibit A.

Name and Return Address
Attn: Patrick C. Regan
McKeough Land Company, Inc.
208 Franklin Street
Grand Haven, Michigan 49417

Parcel Identification Number

WITNESSES:

McKEOUGH LAND COMPANY, INC.

[Signature]
Kathryn N. Ferrell

By [Signature]
Patrick C. Regan
Its Vice President

[Signature]
Doris L. Campbell

STATE OF MICHIGAN)
: ss.
COUNTY OF OTTAWA)

The foregoing instrument was acknowledged before me this 27th day of December, 20 00, by Patrick C. Regan, as Vice President of McKEOUGH LAND COMPANY, INC., an Illinois corporation, and not individually.

[Signature]

Instrument drafted by:
Patrick C. Regan, Vice President
McKeough Land Company, Inc.
208 Franklin Street
Grand Haven, Michigan 49417-1336

Tammie J. Wierengo, Notary Public
Muskegon County, State of Michigan
(Acting in Ottawa County)
My Commission Expires: 2-16-01

8207
11/10/00

Document Number: 398001, **Volume:** 2402, **Page:** 40 - 41 of instrument creating the interest in the minerals

Parcel ID #: 18-343-0000

100% of all oil, gas, and minerals in the following described land: Lot One (1) of "Kennedy Waters", Town of Monroe, Adams County, Wisconsin. The Warranty Deed should also convey a 1/39th undivided interest in Outlots 1 and 2 of "Kennedy Waters".

AND:

Document Number: 396135, **Volume:** 2340, **Page:** 44 - 45 of instrument creating the interest in the minerals

Parcel ID #: 18-343-0000

100% of all oil, gas, and minerals in the following described land: Lot Two (2) of "Kennedy Waters", Town of Monroe, Adams County, Wisconsin. The Warranty Deed should also convey a 1/39th of undivided interest in Outlots 1 and 2 of "Kennedy Waters".

AND:

Document Number: 395759, **Volume:** 2327, **Page:** 60 - 61 of instrument creating the interest in the minerals

Parcel ID #: 18-343-0000

100% of all oil, gas, and minerals in the following described land: Lot Three (3) of "Kennedy Waters", Town of Monroe, Adams County, Wisconsin. The Warranty Deed should also convey a 1/39th undivided interest in Outlots 1 and 2 of "Kennedy Waters".

AND:

Document Number: 397586, **Volume:** 2388, **Page:** 55 - 56 of instrument creating the interest in the minerals

Parcel ID #: 18-343-0000

100% of all oil, gas, and minerals in the following described land: Lot Four (4) of "Kennedy Waters", Town of Monroe, Adams County, Wisconsin. The Warranty Deed should also convey a 1/39th of undivided interest in Outlots 1 and 2 of "Kennedy Waters".

AND:

Document Number: 397432, **Volume:** 2383, **Page:** 59 - 60 of instrument creating the interest in the minerals

Parcel ID #: 18-343-0000

100% of all oil, gas, and minerals in the following described land: Lot Five (5) of "Kennedy Waters", Town of Monroe, Adams County, Wisconsin. The Warranty Deed should also convey a 1/39th undivided interest in Outlots 1 and 2 of "Kennedy Waters".

AND:

Document Number: 398924, **Volume:** 2434, **Page:** 38 - 39 of instrument creating the interest in the minerals

Parcel ID #: 18-343-0000

100% of all oil, gas, and minerals in the following described land: Lot Seven (7) of "Kennedy Waters". Town of Monroe, Adams County, Wisconsin. The Warranty Deed should also convey a 1/39th of undivided interest in Outlots 1 and 2 of "Kennedy Waters".

AND:

Document Number: 398452, **Volume:** 2417, **Page:** 18 - 19 of instrument creating the interest in the minerals

Parcel ID #: 18-343-0000

100% of all oil, gas, and minerals in the following described land: Lot Nine (9) of "Kennedy Waters", Town of Monroe, Adams County, Wisconsin. The Warranty Deed should also convey a 1/39th of undivided interest in Outlots 1 and 2 of "Kennedy Waters".

AND:

Document Number: 397158, **Volume:** 2374, **Page:** 64 - 65 of instrument creating the interest in the minerals

Parcel ID #: 18-343-0000

100% of all oil, gas, and minerals in the following described land: Lot Nineteen (19) of "Kennedy Waters". Town of Monroe, Adams County, Wisconsin. The Warranty Deed should also convey a 1/39th of undivided interest in Outlots 1 and 2 of "Kennedy Waters".

AND:

Document Number: 397008, **Volume:** 2369, **Page:** 33 of instrument creating the interest in the minerals

Parcel ID #: 18-343-0000

100% of all oil, gas, and minerals in the following described land: Lot Twenty-six (26) and Lot Twenty-seven (27) of "Kennedy Waters", Town of Monroe, Adams County, Wisconsin. The Warranty Deed should also convey a 1/39th of undivided interest in Outlots 1 and 2 of "Kennedy Waters".

AND:

Document Number: 397584, **Volume:** 2388, **Page:** 52 - 53 of instrument creating the interest in the minerals

Parcel ID #: 18-343-0000

100% of all oil, gas, and minerals in the following described land: Lot Twenty-eight (28) and Lot Thirty-nine (39) of "Kennedy Waters", Town of Monroe, Adams County, Wisconsin. The Warranty Deed should also convey a 1/39th of undivided interest in Outlots 1 and 2 of "Kennedy Waters".

AND:

Document Number: 395228, **Volume:** 2310, **Page:** 41 - 42 of instrument creating the interest in the minerals

Parcel ID #: 18-343-0000

100% of all oil, gas, and minerals in the following described land: Lot Twenty-nine (29) of "Kennedy Waters". Town of Monroe, Adams County, Wisconsin. The Warranty Deed should also convey a 1/39th of undivided interest in Outlots 1 and 2 of "Kennedy Waters".

AND:

Document Number: 397998, **Volume:** 2402, **Page:** 35 - 36 of instrument creating the interest in the minerals

Parcel ID #: 18-343-0000

100% of all oil, gas, and minerals in the following described land: Lot Thirty-one (31) of "Kennedy Waters". Town of Monroe, Adams County, Wisconsin. The Warranty Deed should also convey a 1/39th undivided interest in Outlots 1 and 2 of "Kennedy Waters".

AND:

Document Number: 398004. **Volume:** 2402. **Page:** 45 - 46 of instrument creating the interest in the minerals

Parcel ID #: 18-343-0000

100% of all oil, gas, and minerals in the following described land: Lot Thirty-two (32) of "Kennedy Waters". Town of Monroe, Adams County, Wisconsin. The Warranty Deed should also convey a 1/39th of undivided interest in Outlots 1 and 2 of "Kennedy Waters".

AND:

Document Number: 394098. **Volume:** 2276. **Page:** 03 of instrument creating the interest in the minerals

Parcel ID #: 18-343-0000

100% of all oil, gas, and minerals in the following described land: Lot Thirty-three (33) of "Kennedy Waters". Town of Monroe, Adams County, Wisconsin. The Warranty Deed should also convey a 1/39th of undivided interest in Outlots 1 and 2 of "Kennedy Waters".

AND:

Document Number: 394246. **Volume:** 2280. **Page:** 57 of instrument creating the interest in the minerals

Parcel ID #: 18-343-0000

100% of all oil, gas, and minerals in the following described land: Lot Thirty-five (35) of "Kennedy Waters". Town of Monroe, Adams County, Wisconsin. The Warranty Deed should also convey a 1/39th of undivided interest in Outlots 1 and 2 of "Kennedy Waters".

AND:

Document Number: 394294. **Volume:** 2282. **Page:** 31 of instrument creating the interest in the minerals

Parcel ID #: 18-343-0000

100% of all oil, gas, and minerals in the following described land: Lot Thirty-six (36) of "Kennedy Waters". Town of Monroe, Adams County, Wisconsin. The Warranty Deed should also convey a 1/39th of undivided interest in Outlots 1 and 2 of "Kennedy Waters".

AND:

Document Number: 397721. **Volume:** 2392. **Page:** 57 of instrument creating the interest in the minerals

Parcel ID #: 18-343-0000

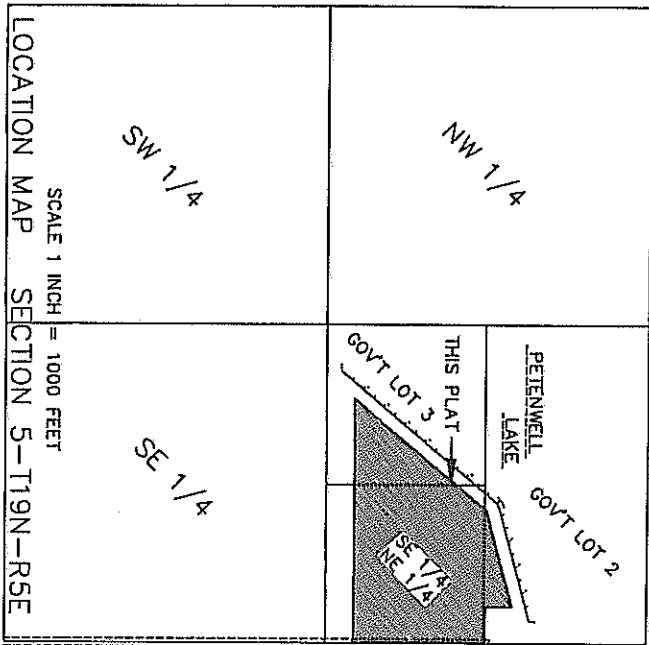
100% of all oil, gas, and minerals in the following described land: Lot Thirty-eight (38) of "Kennedy Waters". Town of Monroe, Adams County, Wisconsin. The Warranty Deed should also convey a 1/39th undivided interest in Outlots 1 and 2 of "Kennedy Waters".

"KENNEDY WATERS"

PETENWELL LAKE

NORMAL HIGH WATER MARK ELEVATION
923.90' U.S.G.S. DATUM (N.G.V.D. 1929)

PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, PART OF
GOVERNMENT LOT 2 AND PART OF GOVERNMENT LOT 3 OF SECTION 5, TOWNSHIP 10 NORTH,
RANGE 5 EAST, TOWN OF MONROE, ADAMS COUNTY, WISCONSIN.
INCLUDING LOT 1 OF ADAMS COUNTY CERTIFIED SURVEY MAP NO. 1037
AS RECORDED IN VOLUME 7 OF CERTIFIED SURVEY MAPS ON PAGE 267
AS DOCUMENT NUMBER 302779.

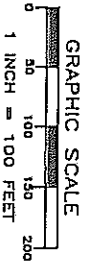


SCALE 1 INCH = 1000 FEET
LOCATION MAP SECTION 5-119N-R5E

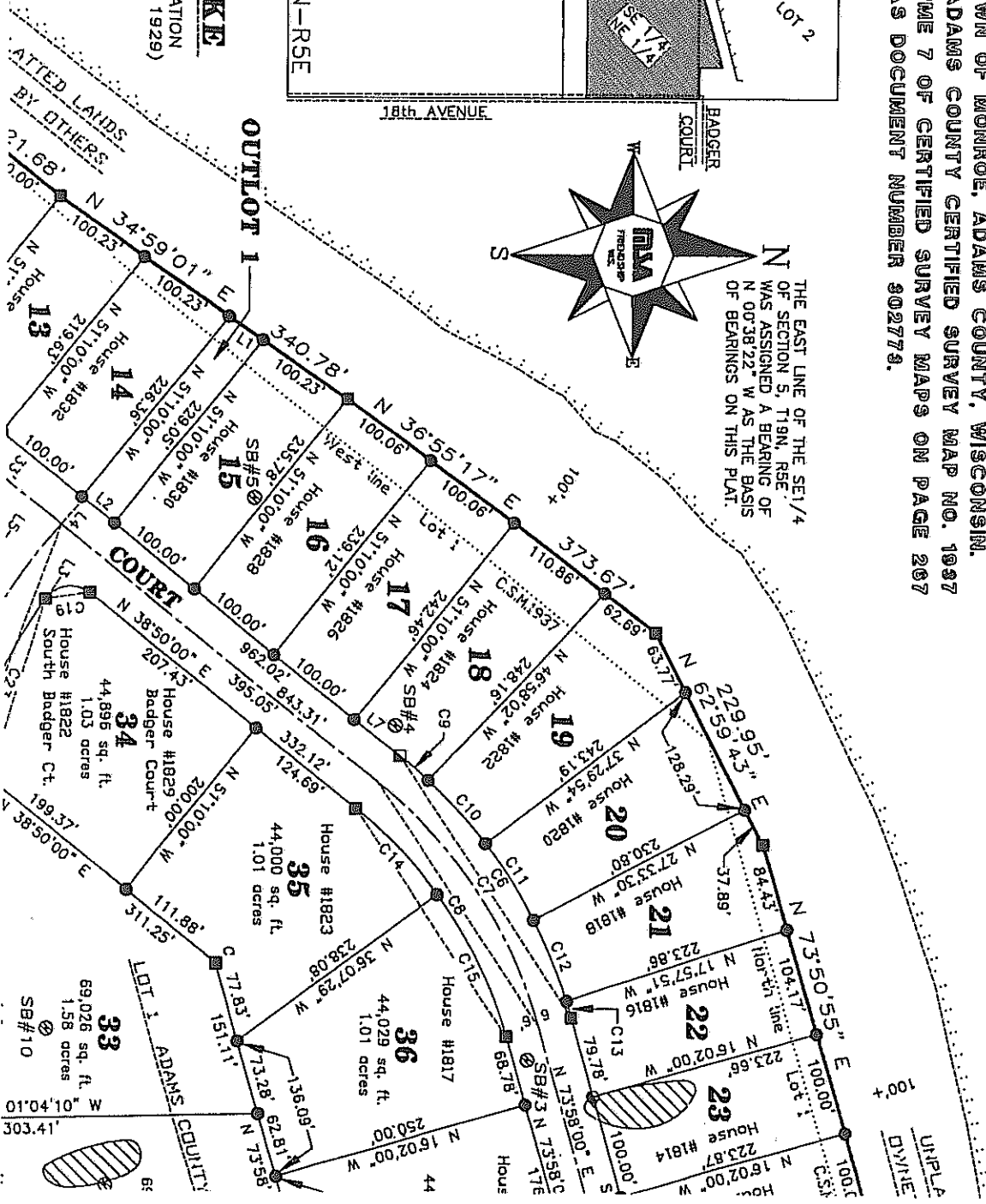
PETENWELL LAKE

NORMAL HIGH WATER MARK ELEVATION
923.90' U.S.G.S. DATUM (N.G.V.D. 1929)

393703



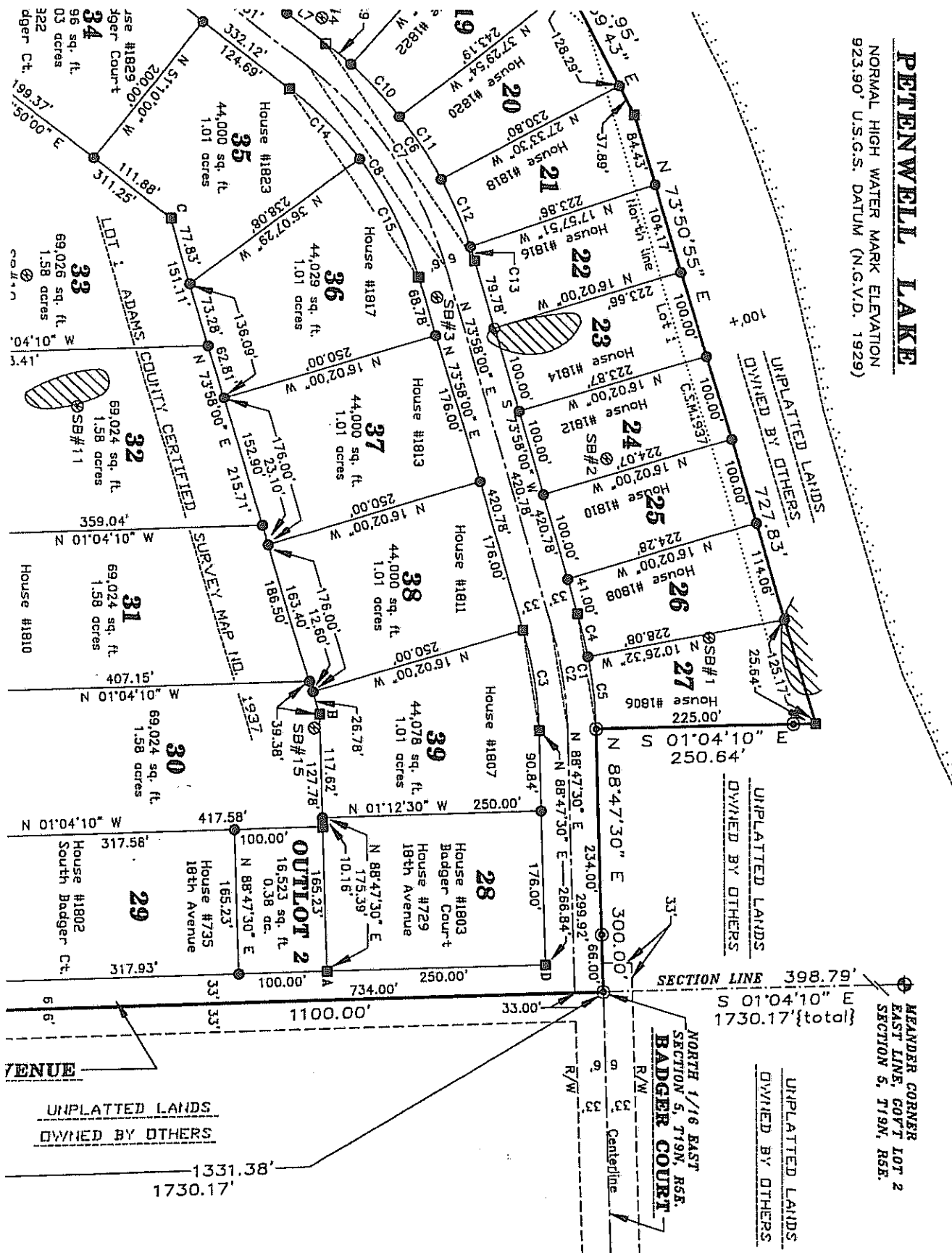
Reprinted-Adams County WI



"Kennedy Waters"

PETENWELL LAKE

NORMAL HIGH WATER MARK ELEVATION
923.90' U.S.C.S. DATUM (N.G.V.D. 1929)



| NO. | DATE | REVISION | BY |
|-----|------|------------------------------|-----|
| 1 | 10/3 | TIE, SOILS, WAIVER, LOC. MAP | CJR |
| 0 | | | |

MSA TRANSPORTATION • MUNICIPAL • RECONSTRUCTION
DEVELOPMENT • ENVIRONMENTAL

307 Main Street P.O. Box 349 Friendship, WI 53934-0349
808-339-3868 Fax: 808-339-8078

© 2000 MSA Professional Services, Inc.

NORMAL HIGH WATER MARK ELEVATION
923.90' U.S.G.S. DATUM (N.G.V.D. 1929)

393703



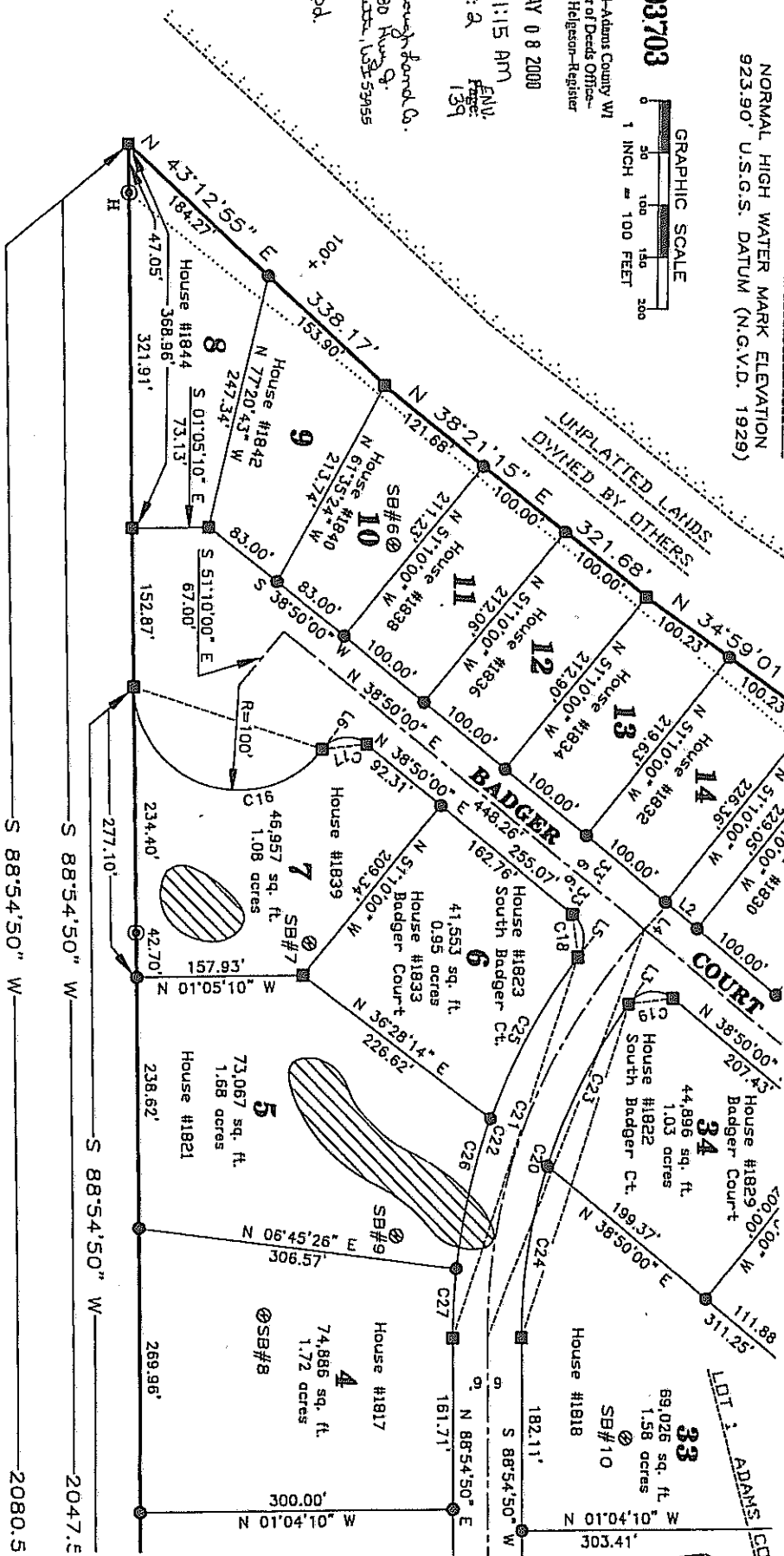
Recorded-Adams County, WI
Register of Deeds Office--
Jodi M. Helgeson-Register

MAY 08 2000

Time: 11:15 AM
Date: 5/8/00
Volume: 2
Page: 139

McKevough Land Co.
N 3380 Hwy G.
Pongowee, WI 53595

\$50 pd.



LEGEND

- ⊕ = 3/4" X 24" ROUND IRON ROD, PLACED WEIGHING 1.50LBS. PER LIN. FOOT
- ⊖ = 1 1/4" X 30" ROUND IRON ROD, PLACED WEIGHING 4.17LBS. PER LIN. FOOT
- ⊗ = 3/4" X 24" ROUND IRON ROD, PLACED WEIGHING 1.50LBS. PER LIN. FOOT
- ⊙ = 1 1/4" X 30" ROUND IRON ROD, PLACED WEIGHING 4.17LBS. PER LIN. FOOT
- ⊚ = 1 1/4" X 30" ROUND IRON ROD, PLACED WEIGHING 4.17LBS. PER LIN. FOOT AS WITNESS (12" Tree ⊙ Corner)
- ⊛ = HARRISON CAST IRON MONUMENT, FOUND
- ⊜ = 3/4" ROUND IRON ROD, FOUND
- ⊝ = M.A.G. NAIL, PLACED
- ⊞ = BORING SITE
- ⊟ = 2" ROUND IRON PIPE W/ ALUM. CAP, FOUND
- ▨ = AREA OF 20% OR GREATER SLOPES

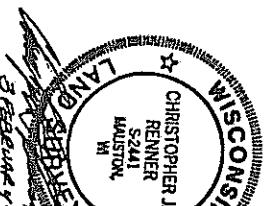
UNPLATTED LANDS
OWNED BY OTHERS

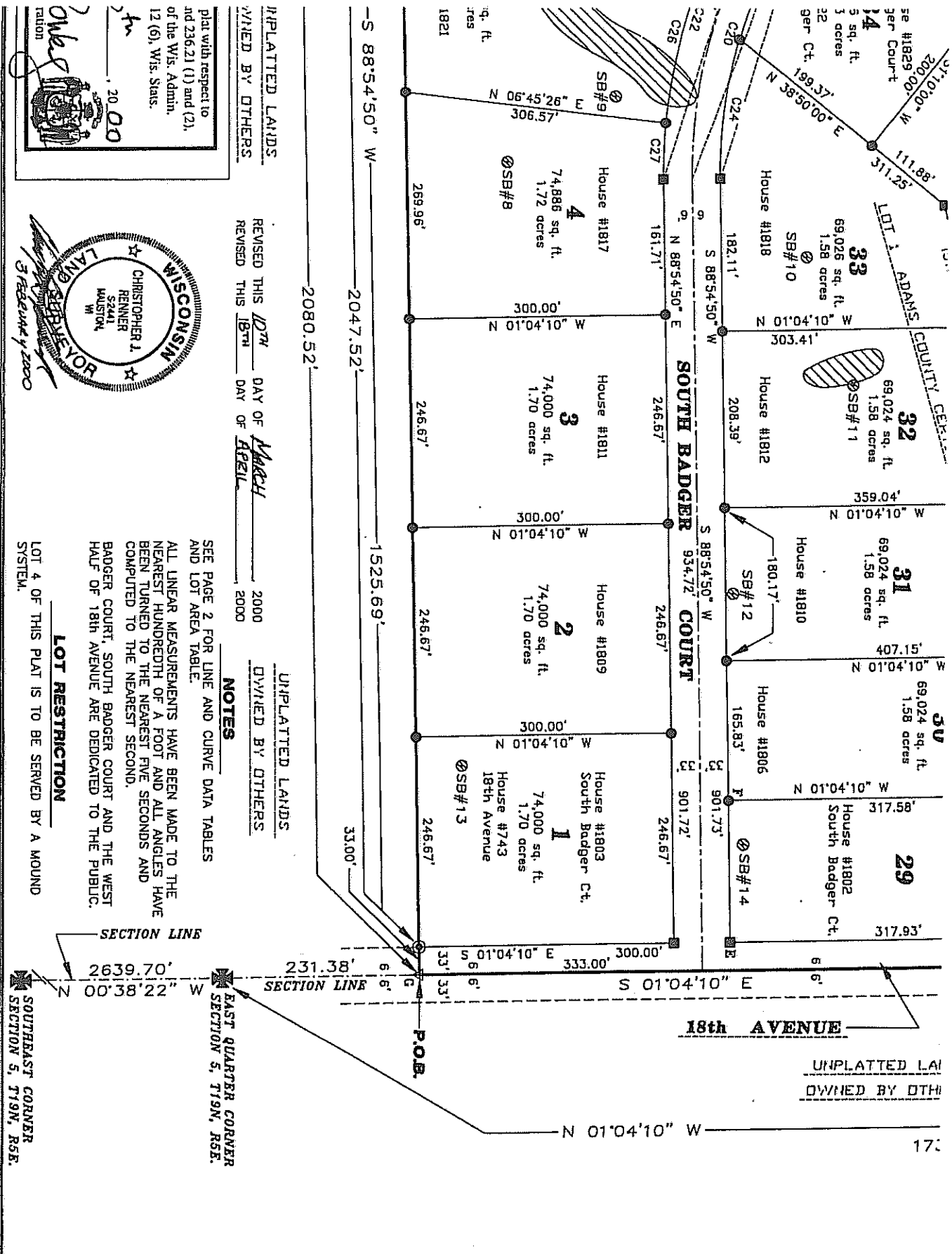
REVISED THIS 10TH
REVISED THIS 15TH

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats., and ch. Comm 85 of the Wis. Admin. Code as provided by Sec. 236.12 (6), Wis. Stats.

Certified *March 20th* 2000

Renee M. Pankaj
Department of Administration





UNPLATTED LANDS
 DIVIDED BY OTHERS

UNPLATTED LANDS
 DIVIDED BY OTHERS

UNPLATTED LANDS
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|---------------------|--------------|--------------|-----|-------------|--------------|-----|------|--------|
| FIELD CREW: | SS/JG, TW/EC | COMPUTED BY: | CJR | PROJECT NO: | 333071 | NO. | DATE | TIE, S |
| FIELD SURVEY DATE: | JAN. 2000 | DRAFTED BY: | CJR | DATE: | JANUARY 2000 | 1 | 10/3 | |
| FIELD BOOK & PAGES: | 78/34 | CHECKED BY: | GPR | SCALE: | 1" = 100' | | | |

FILE NO.
333071FP

SHEET
1 of 2

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McKeough & Randall \$50 pd

"KENNEDY WA 1

PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST
GOVERNMENT LOT 2 AND PART OF GOVERNMENT LOT 9 OF SECTI
RANGE 6 EAST, TOWN OF MONROE, ADAMS COUNTY
INCLUDING LOT 1 OF ADAMS COUNTY CERTIFIED SURVEY
AS RECORDED IN VOLUME 7 OF CERTIFIED SURVEY MAP
AS DOCUMENT NUMBER 302779.

OUTLOT RESTRICTION
A RESTRICTION IS PLACED ON THIS PLAT WHICH PROHIBITS THE ERECTION OF
BUILDINGS FOR HUMAN HABITATION WHICH WILL BE SERVED BY THE INSTALLATION
OF SOIL ABSORPTION SYSTEMS FOR SEPTIC TANK EFFLUENT DISPOSAL ON ANY
OUTLOT IN THIS SUBDIVISION.

COUNTY ZONING APPROVAL

THE ADAMS COUNTY PLANNING AND ZONING COMMITTEE DOES HEREBY CERTIFY
THAT THE PLAT OF "KENNEDY WATERS" BE AND HEREBY IS APPROVED IN
COMPLIANCE WITH THE ADAMS COUNTY SUBDIVISION ORDINANCE.

DATE 5-8-88
[Signature]
ZONING ADMINISTRATOR

CERTIFICATE OF TAXES PAID:

TREASURER'S CERTIFICATE:

WE, BEING DULY ELECTED, QUALIFIED AND ACTING TREASURERS
OF THE TOWN OF MONROE AND COUNTY OF ADAMS DO HEREBY
CERTIFY THAT THE RECORDS IN OUR OFFICES SHOW NO
UNREDEEMED TAX SALES, UNPAID TAXES OR UNPAID SPECIAL ASSESSMENTS
AFFECTING ANY OF THE LANDS INCLUDED IN THIS PLAT AS OF
THE DATES LISTED BELOW:

DATE April 25, 1900 *[Signature]*
TOWN TREASURER
DATE May 8, 2000 *[Signature]*
COUNTY TREASURER

TOWN OF MONROE

RESOLVED, THAT THE PLAT OF "KENNEDY WATERS" IN THE TOWN
OF MONROE IS HEREBY APPROVED BY THE TOWN BOARD OF MONROE.

DATE April 25, 2000 APPROVED *[Signature]*
TOWN CHAIRMAN

I HEREBY CERTIFY THAT THE FOREGOING IS A COPY OF A RESOLUTION ADOPTED BY
THE TOWN BOARD OF THE TOWN OF MONROE.

[Signature]
TOWN CLERK

CORPORATE OWNERS CERTIFICATE OF DEDICATION

SURVEYOR'S CERTIFICATE

1, CHRISTOPHER J. RENNER, REGISTERED LAND SURVEYOR, HEREBY C
HAVE SURVEYED, DIVIDED AND MAPPED THE PLAT OF "KENNEDY WA
PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, P
LOT 2 AND PART OF GOVERNMENT LOT 3 OF SECTION 5, TOWNSHIP
5 EAST, TOWN OF MONROE, ADAMS COUNTY, WISCONSIN, INCLUDING
ADAMS COUNTY CERTIFIED SURVEY MAP NO. 1937, AS RECORDED IN
CERTIFIED SURVEY MAPS ON PAGE 267, AS DOCUMENT NUMBER 302

DESCRIBED AS FOLLOWS:

Commencing at the East Quarter corner of said Section 5, thence
along the East line of the Northeast Quarter of said Section 5 a
feet to the Southeast corner of Lot 1 of Adams County Certified S
1937 and the POINT OF BEGINNING, thence S 88°54'50" W along t
of said Lot 1 and an extension thereof a distance of 2080.52 fee
N 43°12'55" E a distance of 338.17 feet, thence N 39°21'15" E a
321.68 feet, thence N 34°59'01" E a distance of 340.78 feet, the
a distance of 373.67 feet, thence N 62°59'43" E a distance of 22
N 73°50'55" E a distance of 727.83 feet to an extension of the l
of said Adams County Certified Survey Map No. 1937, thence S 0
the East line of said Lot 1 and an extension thereof a distance a
a Northeast corner of said Lot 1, thence N 88°47'30" E along the
said Lot 1 a distance of 300.00 feet to a Northeast corner of sa
East line of the Northeast Quarter of said Section 5, thence S 01
the East line of said Lot 1 and the East line of the Northeast Qu
Section 5 a distance of 1100.00 feet to the Southeast corner of
the POINT OF BEGINNING.

I, FURTHER CERTIFY THAT THIS PLAT IS A CORRECT REPRESENTATION
EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE SUBDIVISI
MADE, THAT I HAVE MADE SUCH SURVEY, LAND DIVISION AND PLAT
DIRECTION OF THE OWNER OF SAID LAND, THAT I HAVE FULLY COM
THE PROVISIONS OF CHAPTER 236 OF THE WISCONSIN STATE STATU
SUBDIVISION REGULATIONS OF THE COUNTY AND VILLAGE IN SURVEY
AND MAPPING THE SAME.

REVISED THIS 10th DAY OF March
DATED THIS 3rd DAY OF February
[Signature]
CHRISTOPHER J. RENNER R.L.S. S-2441

KENNEDY WATERS

393703

TYPICAL UTILITY EASEMENT
TYPICAL LOT BUILDING SETBACKS

NOT TO SCALE

STREET

NORTHEAST QUARTER OF THE NORTHEAST QUARTER, PART OF PART OF GOVERNMENT LOT 9 OF SECTION 5, TOWNSHIP 19 NORTH, 1ST, TOWN OF MONROE, ADAMS COUNTY, WISCONSIN.
PART OF ADAMS COUNTY CERTIFIED SURVEY MAP NO. 1997 IN VOLUME 7 OF CERTIFIED SURVEY MAPS ON PAGE 267 AS DOCUMENT NUMBER 3022779.

FOR'S CERTIFICATE

CHRISTOPHER J. RENNER, REGISTERED LAND SURVEYOR, HEREBY CERTIFY THAT I HAVE REVEALED, DIVIDED AND MAPPED THE PLAT OF "KENNEDY WATERS" BEING THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, PART OF GOVERNMENT LOT 9 OF SECTION 5, TOWNSHIP 19 NORTH, RANGE 15 EAST, TOWN OF MONROE, ADAMS COUNTY, WISCONSIN, INCLUDING LOT 1 OF ADAMS COUNTY CERTIFIED SURVEY MAP NO. 1937, AS RECORDED IN VOLUME 7 OF ADAMS COUNTY SURVEY MAPS ON PAGE 267, AS DOCUMENT NUMBER 3022773.

3D AS FOLLOWS:

Beginning at the East Quarter corner of said Section 5, thence N 01°04'10" W a distance of 231.38 feet to the Southeast corner of Lot 1 of Adams County Certified Survey Map No. 1937, the POINT OF BEGINNING, thence S 88°54'50" W along the South line of Lot 1 and an extension thereof a distance of 2080.52 feet, thence S 55° E a distance of 338.17 feet, thence N 38°21'15" E a distance of 55 feet, thence N 34°59'01" E a distance of 340.78 feet, thence N 36°55'17" E a distance of 373.67 feet, thence N 62°59'43" E a distance of 229.95 feet, thence S 55° E a distance of 727.83 feet to an extension of the East line of Lot 1 of Adams County Certified Survey Map No. 1937, thence S 01°04'10" E along the line of said Lot 1 and an extension thereof a distance of 250.64 feet to the East corner of said Lot 1, thence N 88°47'30" E along the North line of Lot 1 a distance of 300.00 feet to a Northeast corner of said Lot 1 and the East line of said Lot 1 and the East line of the Northeast Quarter of said Section 5, thence S 01°04'10" E along the line of said Lot 1 and the East line of the Northeast Quarter of said Section 5 a distance of 1100.00 feet to the Southeast corner of said Lot 1 and the POINT OF BEGINNING.

EVER CERTIFY THAT THIS PLAT IS A CORRECT REPRESENTATION OF ALL THE BOUNDARIES OF THE LAND SURVEYED AND THE SUBDIVISION THEREOF THAT I HAVE MADE SUCH SURVEY, LAND DIVISION AND PLAT BY THE INSTRUMENTS OF THE OWNER OF SAID LAND, THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236 OF THE WISCONSIN STATE STATUTES AND THE REQUIREMENTS OF THE COUNTY AND VILLAGE IN SURVEYING, DIVIDING AND PLATING THE SAME.

REVISED THIS 10TH DAY OF March, 2000

DATED THIS 3RD DAY OF February, 2000

CHRISTOPHER J. RENNER R.L.S. S-2441



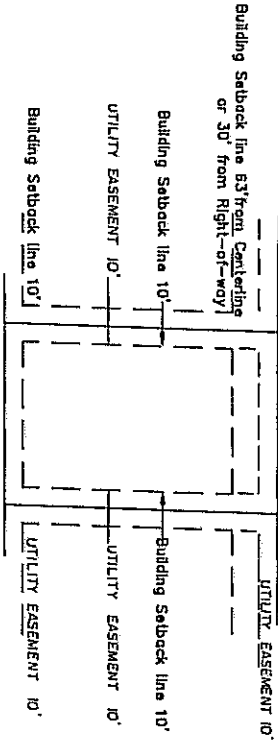
SOIL TEST CERTIFICATE

I CERTIFY THAT THE LOCATION OF THE SOIL BORINGS ARE ACCURATELY SHOWN AND THAT THEIR SURFACE ELEVATIONS AND DEPTH ARE RELATIVE TO THE FINAL GRADE OF THE SUBDIVISION AT THE TIME OF TESTING AND PLATTING, EXCEPTING SOIL BORING #3 WHICH LIES IN THE RIGHT-OF-WAY OF BADGER COURT AND IS SUBJECT TO CHANGE DUE TO ROAD CONSTRUCTION.

REVISED THIS 18TH DAY OF April, 2000

DATED THIS 3RD DAY OF February, 2000

CHRISTOPHER J. RENNER R.L.S. S-2441



Area Table

| Lot Number | Area | Area |
|------------|----------------|------------|
| OUTLOT 1 | 9,108 sq. ft. | 0.21 acres |
| 8 | 33,115 sq. ft. | 0.76 acres |
| 9 | 25,113 sq. ft. | 0.58 acres |
| 10 | 21,574 sq. ft. | 0.50 acres |
| 11 | 21,165 sq. ft. | 0.49 acres |
| 12 | 21,248 sq. ft. | 0.49 acres |
| 13 | 21,627 sq. ft. | 0.50 acres |
| 14 | 22,299 sq. ft. | 0.51 acres |
| 15 | 23,242 sq. ft. | 0.53 acres |
| 16 | 23,745 sq. ft. | 0.55 acres |
| 17 | 24,079 sq. ft. | 0.55 acres |
| 18 | 24,862 sq. ft. | 0.57 acres |
| 19 | 25,958 sq. ft. | 0.60 acres |

| Line | Point | Distance |
|------|---------------|----------|
| L1 | N 34°59'01" E | 40.09' |
| L2 | S 38°50'00" W | 40.00' |

| NO. | DATE | REVISION |
|-----|------|----------|
| 1 | 2000 | |



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307 Main Street P.O. Box 349 Friendship, WI 53934-0349
808-339-3808 Fax: 808-339-8078

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RESOLUTION, FIRST TIME... APPROVED BY THE TOWN BOARD OF MONROE.
DATE April 25, 2000 APPROVED William J. Moore
TOWN CHAIRMAN

I HEREBY CERTIFY THAT THE FOREGOING IS A COPY OF A RESOLUTION ADOPTED BY
THE TOWN BOARD OF THE TOWN OF MONROE.

Deborah R. Thompson
TOWN CLERK

CORPORATE OWNER'S CERTIFICATE OF DEDICATION

MCKEOUGH LAND COMPANY, INC., A CORPORATION DULY ORGANIZED AND
EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF ILLINOIS,
AS OWNER, DOES HEREBY CERTIFY THAT SAID CORPORATION CAUSED THE LAND
DESCRIBED ON THIS PLAT TO BE SURVEYED, DIVIDED, MAPPED AND DEDICATED AS
REPRESENTED ON THE PLAT. I ALSO CERTIFY THAT THIS PLAT IS REQUIRED BY
SEC. 236.10 OR SEC. 236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL
OR OBJECTION:

THE DEPARTMENT OF ADMINISTRATION;
THE DEPARTMENT OF COMMERCE;
THE COUNTY OF ADAMS;
THE TOWN OF MONROE;

IN WITNESS WHEREOF, THE SAID MCKEOUGH LAND COMPANY, INC., HAS CAUSED
THESE PRESENTS TO BE SIGNED BY THE OWNER AND REGIONAL VICE-PRESIDENT.
THIS 13th DAY OF April, 2000

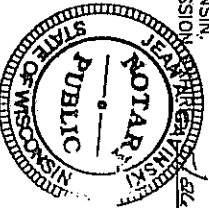
[Signature]
IN THE PRESENCE OF:

MCKEOUGH LAND COMPANY, INC.
N3280 HIGHWAY "J" POYNETTE, WISCONSIN 53955

[Signature] **VICE-PRESIDENT**
MICHAEL A. MCKEOUGH
LEO S. KALINOWSKI
Regional Vice-President

STATE OF WISCONSINI
Columbia COUNTY, WIS
PERSONALLY CAME BEFORE ME THIS 13th DAY OF April, 2000, THE ABOVE NAMED
AND ACKNOWLEDGED THE SAME

NOTARY PUBLIC, Columbia CO., WISCONSIN,
[Signature] MY COMMISSION EXPIRES Feb 1/2002



THE PROVISIONS OF SUCH ACTS ARE...
AND MAPPING THE SAME.

REVISED THIS 10th DAY OF March
DATED THIS 3rd DAY OF February
[Signature]
CHRISTOPHER J. RENNERT R.L.S. S-2441

CONSENT OF CORPORATE MORTGAGEE:

OLD KENT BANK
A CORPORATION DULY ORGANIZED AND EXISTING UNDER AND BY V
LAWS OF THE STATE OF MICHIGAN, MORTGAGEE OF THE ABOVE DE
DOES HEREBY CONSENT TO THE SURVEYING, DIVIDING, MAPPING AN
OF THE LAND DESCRIBED ON THIS PLAT, AND DOES HEREBY CONSI
ABOVE CERTIFICATE OF "KENNEDY WATERS".
MCKEOUGH LAND COMPANY, Inc., OWNER

IN WITNESS WHERE OF, THE SAID OLD KENT BANK HAS CAUSED T
PRESENTS TO BE SIGNED BY RHONDA A. ROMATZ, AND CHRISTOPH
ITS VICE-PRESIDENTS, AT GRAND HAVEN, MICHIGAN AND ITS CORP.
HEREUNTO AFFIXED.

THIS 11th DAY OF April, 2000
IN THE PRESENCE OF: Rhonda A. Romatz VICE-PRESI
RHONDA A. ROMATZ
[Signature]
CHRISTOPHER P. CASSELMAN VICE-PRESI

STATE OF MICHIGAN
OTTAWA COUNTY, WIS
PERSONALLY CAME BEFORE ME THIS 11th DAY OF April, 2000,

TO ME KNOWN TO BE THE PEOPLE WHO EXECUTED THE FOREGOING
AND TO ME KNOWN TO BE SUCH VICE-PRESIDENTS OF SAID CORP
AND ACKNOWLEDGED THAT THEY EXECUTED THE FOREGOING INSTR
DEED OF SAID CORPORATION, BY ITS AUTHORITY.
NOTARY PUBLIC, OTTAWA CO., WISCONSIN,
[Signature] MY COMMISSION EXPIRES [Signature]

[Signature]
DANA A. GROOTHUIS

BY ORDER OF THE LAND SURVEYOR AND THE COUNTY CLERK, I HAVE MADE SUCH SURVEY, LAND DIVISION AND PLAT BY THE OF THE OWNER OF SAID LAND, THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236 OF THE WISCONSIN STATE STATUTES AND THE REGULATIONS OF THE COUNTY AND VILLAGE IN SURVEYING, DIVIDING AND PLATING THE SAME.



REVISED THIS 10th DAY OF MARCH 2000
 DATED THIS 3rd DAY OF FEBRUARY 2000

CHRISTOPHER J. RENNER R.L.S. S-2441

NOTICE OF CORPORATE MORTGAGEE:

BANK ACTION DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE STATE OF MICHIGAN, MORTGAGEE OF THE ABOVE DESCRIBED LAND, HEREBY CONSENT TO THE SURVEYING, DIVIDING, MAPPING AND DEDICATION AND DESCRIBED ON THIS PLAT, AND DOES HEREBY CONSENT TO THE CERTIFICATE OF KENNEDY WATERS, LAND COMPANY, Inc., OWNER

WHERE OF, THE SAID OLD KENT BANK HAS CAUSED THESE TO BE SIGNED BY RHONDA A. ROMAATZ, AND CHRISTOPHER P. CASSELLMAN PRESIDENTS, AT GRAND HAVEN, MICHIGAN AND ITS CORPORATE SEAL TO BE AFFIXED.

11th DAY OF APRIL 2000.

WITNESSE OF: Rhonda A. Romaatz
 Rhonda A. Romaatz VICE-PRESIDENT
 Rhonda A. Romaatz
 Christopher P. Casselman VICE-PRESIDENT

MICHIGAN
 WISCONSIN
 COUNTY

PLAT CAME BEFORE ME THIS 11th DAY OF April 2000, THE ABOVE NAMED

KNOWN TO BE THE PEOPLE WHO EXECUTED THE FOREGOING INSTRUMENT AS KNOWN TO BE SUCH VICE-PRESIDENTS OF SAID CORPORATION AND KNOWN TO BE THE PEOPLE WHO EXECUTED THE FOREGOING INSTRUMENT AS THE SAID CORPORATION, BY ITS AUTHORITY.

PUBLIC, OTTAWA CO. MICHIGAN

MY COMMISSION EXPIRES 10-11-2005

| Number | Direction | Distance |
|--------|---------------|-----------------|
| L1 | N 34°59'01" E | 40.09' |
| L2 | S 38°50'00" W | 40.00' |
| L3 | N 54°35'14" W | Tangent Bearing |
| L4 | N 47°49'24" W | Tangent Bearing |
| L5 | S 53°54'04" E | Tangent Bearing |
| L6 | N 52°55'48" W | Tangent Bearing |
| L7 | S 38°50'00" W | 56.02' |
| A-B | N 88°47'30" E | 293.01' |
| B-C | N 73°58'00" E | 592.70' |
| D-E | S 01°04'10" E | 667.93' |
| E-F | S 88°54'50" W | 165.23' |
| G-H | S 88°54'50" W | 2033.47' |

| Lot Number | Area | Area |
|------------|----------------|------------|
| QUANT 1 | 9,108 sq. ft. | 0.21 acres |
| 8 | 33,115 sq. ft. | 0.76 acres |
| 9 | 25,113 sq. ft. | 0.58 acres |
| 10 | 21,574 sq. ft. | 0.50 acres |
| 11 | 21,165 sq. ft. | 0.49 acres |
| 12 | 21,248 sq. ft. | 0.49 acres |
| 13 | 21,627 sq. ft. | 0.50 acres |
| 14 | 22,299 sq. ft. | 0.51 acres |
| 15 | 23,242 sq. ft. | 0.53 acres |
| 16 | 23,745 sq. ft. | 0.55 acres |
| 17 | 24,079 sq. ft. | 0.55 acres |
| 18 | 24,862 sq. ft. | 0.57 acres |
| 19 | 25,958 sq. ft. | 0.60 acres |
| 20 | 25,191 sq. ft. | 0.58 acres |
| 21 | 23,453 sq. ft. | 0.54 acres |
| 22 | 22,448 sq. ft. | 0.52 acres |
| 23 | 22,377 sq. ft. | 0.51 acres |
| 24 | 22,397 sq. ft. | 0.51 acres |
| 25 | 22,418 sq. ft. | 0.51 acres |
| 26 | 23,170 sq. ft. | 0.53 acres |
| 27 | 24,600 sq. ft. | 0.56 acres |
| 28 | 43,924 sq. ft. | 1.01 acres |
| 29 | 52,503 sq. ft. | 1.20 acres |

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats., and ch. Comm 85 of the Wis. Admin. Code as provided by Sec. 236.12 (6), Wis. Stats.

Certified March 20th 2000
 Renee M. Powers
 Department of Administration

| Number | Delta | Chord Bearing | Radius | Length | Chord |
|--------|------------|-----------------|---------|---------|---------|
| C1 | 14°49'30" | S 81°22'45" W | 521.81' | 135.01' | 134.64' |
| C2 | 14°49'30" | N 81°22'45" E | 498.81' | 126.48' | 126.12' |
| C3 | 14°49'30" | N 81°22'45" E | 455.81' | 117.94' | 117.61' |
| C4 | 05°35'28" | S 76°45'44" W | 521.81' | 50.90' | 50.90' |
| C5 | 09°14'02" | S 84°10'29" W | 521.81' | 84.09' | 84.00' |
| C6 | 35°08'00" | S 56°24'00" W | 500.00' | 306.59' | 301.82' |
| C7 | 35°08'00" | N 56°24'00" E | 467.00' | 286.36' | 281.90' |
| C8 | 35°08'00" | N 56°24'00" E | 434.00' | 266.13' | 261.98' |
| C9 | 04°11'58" | S 40°55'59" W | 500.00' | 36.65' | 36.64' |
| C10 | 09°28'09" | S 47°46'02.5" W | 500.00' | 82.63' | 82.54' |
| C11 | 09°56'24" | S 57°28'19" W | 500.00' | 86.74' | 86.63' |
| C12 | 01°55'51" | S 67°14'20" W | 500.00' | 83.72' | 83.63' |
| C13 | 01°55'51" | S 73°00'04.5" W | 500.00' | 16.85' | 16.85' |
| C14 | 15°02'31" | N 46°21'15.5" E | 434.00' | 113.94' | 113.61' |
| C15 | 20°05'29" | N 63°55'15.5" E | 434.00' | 152.19' | 151.41' |
| C16 | 141°50'38" | N 17°59'31" E | 100.00' | 247.56' | 189.01' |
| C17 | 91°45'48" | N 07°02'54" E | 30.00' | 48.05' | 43.07' |
| C18 | 87°15'56" | N 82°27'58" E | 30.00' | 45.69' | 41.40' |
| C19 | 93°25'14" | N 07°52'37" W | 30.00' | 48.91' | 43.67' |
| C20 | 36°29'56" | N 72°50'12" W | 532.83' | 339.43' | 333.72' |
| C21 | 43°15'46" | S 69°27'17" E | 565.83' | 427.25' | 417.17' |
| C22 | 37°11'06" | S 72°29'37" E | 598.83' | 388.65' | 381.86' |
| C23 | 18°37'32" | N 63°54'00" W | 532.83' | 173.21' | 172.45' |
| C24 | 17°52'24" | N 82°08'58" W | 532.83' | 166.22' | 165.54' |
| C25 | 16°46'54" | S 82°17'21" E | 598.83' | 175.34' | 174.71' |
| C26 | 14°01'56" | S 77°41'36" E | 598.83' | 146.66' | 146.29' |
| C27 | 06°22'36" | S 87°53'52" E | 598.83' | 66.65' | 66.61' |

| | | | | | |
|-------------------|------------------------------|------------------|--------------------|-----|------|
| FILE NO. 333071RP | FIELD SURVEY DATE: JAN. 2000 | COMPUTED BY: CJR | PROJECT NO: 333071 | NO. | DATE |
| SHEET 2 of 2 | FIELD BOOK & PAGES: 78/34 | DRAFTED BY: CJR | DATE: JANUARY 2000 | | |
| | | CHECKED BY: GPR | SCALE: 1" = 100' | | |