

Declaration of Covenants, Conditions  
And Restrictions for Barnum Bay North

Document Number

Document Title

416264

VOL 3008 PAGE 46

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Register of Deeds Office-  
Jodi M. Helgeson-Register

OCT 15 2002

Time: 9:30 AM  
Volume: 3008 Page 46-56  
Fee: 31 pd 11  
7928

Lot 1 of Adams County Certified Survey Map No. 4359  
(Recorded in Vol. 21 of Survey Maps at Pages 26 & 27)  
located in the NW ¼ of the SW ¼ and the SW ¼ of the  
NW ¼, Section 27 and Government Lots 2 & 3, Section  
28, Township 20 North, Range 5 East, Town of Rome,  
Adams County, Wisconsin.

Now Known As:

Lots 1 through 15, Barnum Bay North, located in the Town  
of Rome, Adams County, Wisconsin (Plat recorded as  
Document Number 416053 on October 7, 2002, in file 2  
of Plats, Envelope 150, Adams County Records.

Recording Area

Name and Return Address

Metcalf & Quinn S.C.  
480 East Grand Avenue  
P.O. Box 759  
Wisconsin Rapids, WI 54495-0759

Part of 30-349-0000 & Part of 30-409-0000

Part of 30-356-0000 & Part of 30-408-0000

Parcel Identification Number (PIN)

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE  
PLAT OF BARNUM BAY NORTH**

This Declaration of Covenants, Conditions and Restrictions (the "Declaration") is made on the date hereinafter set forth by Northern Exposure Investments, Inc., a Wisconsin corporation hereinafter referred to as the "Developer."

**WITNESSETH**

**WHEREAS**, the Developer, being the owner of all real property contained in the plat of Barnum Bay North, Lots 1 through 15, located in the Town of Rome, Adams County, Wisconsin (plat recorded as Document Number 416053 on October 7, 2002, in file 2 of Plats, Envelope 150, Adams County Records) (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 number "1-15", 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 one outlot as part of the Development, depicted as "Outlot 1" on the Plat of Barnum Bay North.

**WHEREAS**, the Developer wishes to direct the growth of the development of the "Lots" 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 plans to sell the Lots, and all buyers and subsequent owners shall 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 Barnum Bay North, Property Owners Association.
- 1.2 "Developer" shall mean Northern Exposure Investments, 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 of Deeds for 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 Barnum Bay North, subject to and together with any and all appurtenances and easements, licenses, restrictions and conditions of record.
- 1.4 "Developed Lot" shall mean a Lot with a home and garage built upon it.
- 1.5 "Lot" shall mean any one of the numbered Lots within the Development, exclusive of the Outlot. "Lots" shall mean all such Lots.
- 1.6 "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 constructed on such Lot.
- 1.7 "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.
- 1.8 "Outlots" shall mean Outlots depicted as "Outlot 1" on the Plat of Barnum Bay North.
- 1.9 Architectural and Environmental Control Committee shall be known as the AECC. The AECC will be composed of two developer representatives and one Lot Owner. Its purpose is to protect and preserve the amenities and qualities of the development. After all lots have been sold the AECC will be the responsibility of the Barnum Bay North Property Owners Association.

**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.

**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, 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 and shall not be located at anytime on any Lot.
- 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) recreational 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.
- 4.8 Camping is not permitted on undeveloped lots. Unless otherwise restricted by applicable zoning laws and regulation, camping, including the use of recreational camping vehicles, is permitted on a Developed Lot (specifically not to include the Outlot) for not more than 7 consecutive days nor more than 14 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 so as to be as inconspicuous as possible. Tanks shall be buried below the surface of the ground, painted earth-tone colors or screened by shrubbery.
- 4.11 Except as otherwise provided herein or in any duly adopted rules and regulation of the Association, the Outlot shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind.
- 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 Barnum Bay North as otherwise provided herein, mineral exploration of any kind is expressly prohibited therein. Exploration and removal of minerals is permitted if no surface activity or reduction of vertical support of the surface will occur.
- 4.15 The main boat pier, which will be constructed by the Developer on Wisconsin River Power Company lands located within 100' of the ordinary high water mark of Lake Petenwell, 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.
- 4.16 Lot Owners have 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 Owner, 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 unreasonable larger than is necessary to accommodate the Lot Owner's boat and to allow for safe navigation.
- 4.17 The sale or lease of said boat slip rights from Lot Owner to any person is specifically prohibited.

- 4.18 One dog pen shall be allowed with no more than 2 compartments and/or 2 doghouses. The kennel must be located so it does not disturb the adjacent neighbor. The location, size and placement must be approved by the AECC.
- 4.19 Satellite dishes and solar panel installation must not infringe on the adjacent property owners views. Their installation should be incorporated into the design of the building.

**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 No building shall be erected or altered on any Lot until construction plans and specifications, along with a site plan showing the location of the structure have been approved by the AECC.
- 5.3 The AECC Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee fails to approve or disapprove within 15 days after receipt of plans and specifications, the plan is automatically approved.
- 5.4 Each dwelling construction 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. All dwellings must have a garage built either attached or detached at the time of construction.
- 5.5 All exteriors will be natural in appearance, composed of natural wood (e.g. redwood, cedar or logs), brick, stone, vinyl, aluminum or steel 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.
- 5.6 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. All garages and outbuildings either attached or detached shall not exceed 1,000 total square feet. Any secondary garages or outbuildings shall not exceed fifty percent (50%) of the livable dwelling square footage, whichever is greater.
- 5.7 All dwellings, garages and accessory buildings shall direct stormwater runoff away from Petenwell Flowage in such a manner to prevent direct discharge of said runoff into Petenwell Flowage.
- 5.8 All roofs on all structures shall have a pitch of at least 6/12. A combination of roof pitches with some being less than 6/12 may be allowed with Developer approval.

- 5.9 Earthberms, underground and dome homes are prohibited.
- 5.10 All utilities constructed within the Development shall be located underground.
- 5.11 Common driveways serving each Lot will be laid out within a driveway easement lying along a portion of the common Lot line of specified contiguous lots.
- 5.12 Mailboxes shall be located at common drives serving each lot, and will be provided by the Developer.
- 5.13 No solid perimeter fencing is allowed. All fencing must be approved by the AECC.
- 5.14 No commercial vehicle (defined as trucks of 1½ ton capacity or over) shall be parked, placed, or allowed to remain on any Lot or any street. The period during construction of dwelling and for normal delivery purposes to the dwelling are an exception.

**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 excavations, 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. The landscaping plan must be completed within one (1) year 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 Flowage shall take steps to minimize any runoff from their Lots to discharge directly onto WRPCo shoreline lands. All finish grading of the Lots shall slope the grade away from Petenwell Flowage as much as is reasonably possible.

**ARTICLE 7**  
**EASEMENTS**

- 7.1 No Lot Owner shall be permitted to grant any right-of-way or easement across his or her Lot, except to another contiguous Lot Owner. It is prohibited for a Lot Owner to use all or any portion of his or her 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**  
**BARNUM BAY NORTH**

- 8.1 Every purchaser of a Lot in Barnum Bay North shall become a member of the Property Owners Association. The Association shall be organized as a profit or non-profit corporation or as an unincorporated association. Such Association shall be formed by the Lot Owners as soon as 50% of all lots in the subdivision have been sold by the Developer. The membership of the Association shall, at all times, consist exclusively of the Lot Owners. Upon its organization, the Property Owners Association shall adopt bylaws to govern and administer the Association, such bylaws not to be inconsistent with the covenants, conditions and restrictions contained in these covenants.
- 8.2 Bylaws: Every Lot Owner shall comply strictly with the bylaws and with the rules adopted under the bylaws, and with the covenants, conditions and restrictions set forth in this Declaration. Failure to comply with any of the bylaws, rules, covenants, conditions or restrictions shall be grounds for action to recover sums due for damages, or injunctive relief, or both, maintainable by the Association, or in a proper case by an aggrieved Lot Owner.
- 8.3 The bylaws shall express at least the following particulars:
- a) The form of administration, indicating whether the Association shall be incorporated or unincorporated, and to what extent the duties of the Association may be delegated to a Board of Directors, manager or otherwise, and specifying the powers, manner of selection and removal of them.
  - b) The mailing address of the Association.
  - c) The method of calling the Lot Owners to assemble; the attendance necessary to constitute a quorum at any meeting of the Association; the manner of notifying the Lot Owners of any proposed meeting; who presides at the meeting of the Association; who keeps the minute book for recording the resolutions of the Association; and the number or percentage of votes required to carry any resolution of the Association.
  - d) The election by the Lot Owners of a Board of Directors; the number of persons constituting the same and that the terms of at least one-third of the directors shall expire annually; the powers and duties of the Board, and the method of removal from position of Director.



- e) The manner of borrowing money and acquiring and conveying property.
- 8.4 When 75% of all of the lots in Barnum Bay North Subdivision have been sold by the Developers, the Developers shall convey to the Property Owners Association, and the Property Owners Association shall thereupon own, all common properties, and the Property Owners Association shall be responsible for the upkeep, real estate taxes, assessments, maintenance and landscaping of the common properties.

**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, or the Association, 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 or the Association 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 or the Association, 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, is 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.

IN WITNESS WHEREOF, the Developer has caused this instrument to be executed this

11 day of Oct, 2002

Northern Exposure Investments, Inc.

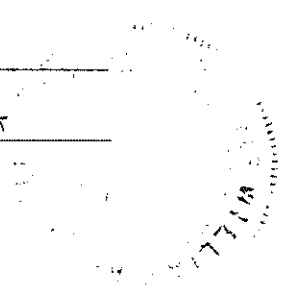
By: [Signature]  
Thomas J. Kofen, President

By: [Signature]  
Gordon J. Wipperfurth, Vice President

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF WOOD )

Personally came before me this 11<sup>th</sup> day of October, 2002, the above named Thomas J. Kofen Gordon J. Wipperfurth to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity indicated.

[Signature]  
Notary Public, State of Wisconsin  
My commission expires: if permanent  
William A. Metcalf, Atty



This instrument was prepared by:  
Seller's Agent  
William Metcalf, Attorney  
Metcalf & Quinn, S.C.  
480 E. Grand Ave.  
Wisconsin Rapids, WI 54494

447712

VOL 4044 PAGE 92

**First Amendment to Declaration of Covenants,  
Conditions and Restrictions for Barnum Bay North**

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

SEP 20 2005

Time: 10:40 AM

Volume: 4044 Page: 92-96

Fee: \$19.00

4389 5

This First Amendment to Declaration of Covenants, Conditions and Restrictions for Barnum Bay North is made by the Barnum Bay North Property Owner's Association, Inc., a Wisconsin corporation organized under the Wisconsin Non-Stock Corporation laws to serve as the Association of Owners for the Plat of Barnum Bay North (the "Property"), which corporation shall be known as the "Association" on behalf of the owners of the Property.

**WHEREAS**, the Declaration of Covenants, Conditions and Restrictions for Barnum Bay North (hereinafter "Declaration") was recorded in the Juneau County Register of Deeds on October 15, 2002, as Document Number 416264; and

**GOETZ ABSTRACT & TITLE**

P.O. Box 906  
Wisconsin Rapids, WI 54495-0906  
715-424-2200

**WHEREAS**, pursuant to Article 14 of the Declaration, the Property owners have authority to amend the Declaration; and

**WHEREAS**, the Property owners have approved the following amendments pursuant to Article 14 of the Declaration.

**NOW, THEREFORE**, the following amendments in and to the Declaration are hereby adopted:

1. The following WITNESSETH paragraph is added to the Declaration:

**WHEREAS**, the Property also includes two common piers and two wooden stairs for access to the piers on Outlot One, shown on the plat of Barnum Bay North. The right to use said piers, said wooden stairways, and Outlot One or other common property are subject to the provisions of the Non-Exclusive License Agreement between the Association and the Wisconsin River Power Company, dated August 31, 2005 and recorded with the Office of the Adams County Register of Deeds on Sept 20, 2005 as Document Number 447712 ("License Agreement").

2. Article 4, Subsection 4.15 is deleted and recreated to read as follows:

4.15 A boat pier has been constructed by the Developer on the Wisconsin River Power Company lands shown as Outlot One on the plat of the Property, and this pier and a second pier provided in License

Agreement are for the exclusive use and are the common property of all the Lot Owners.

The Lot Owners being members of the Association shall have the following rights:

A. The Right to Use Outlot One.

1. As of the date of execution of this Agreement, Outlot One is owned by Wisconsin River Power Company ("WRPCO") and lies within the boundary of a hydroelectric project known as Federal Energy Regulatory Commission ("FERC") Project 1984. The land is subject to regulation by FERC in accordance with the terms and conditions of a license issued by FERC.
2. The Declarant has obtained from WRPCO the License Agreement that grants the Association and its members and invitees the right to construct two piers and a wooden access stairway to each pier on Outlot One and to use Outlot One for recreational activities, such as walking, swimming, boating, bank fishing, and other pedestrian activities. FERC requires that the Outlot One also be open to the public for pedestrian ingress and egress. The Association has the right to construct two (2) piers for up to eight (8) boats on each pier, and its members have the exclusive right to use the piers. WRPCO will install signs at each pier designating them as "Permitted Piers," and "Private Property for the exclusive use of Association Members." These rights shall be subject to the terms and conditions of said License Agreement.

B. Docks, Watercraft and Storage.

1. Maintenance/Construction. All common piers shall be owned and maintained by the Association. The actual frontage area for the pier must be leased annually from WRPCO. The Association will be responsible for the License Agreement and the payment of all annual fees.
2. Placement of Piers and Wooden Stairways. The exact locations are subject to archeological survey to determine possible historically significant sites. Actual location may vary depending on survey results.

3. Off-Season Storage. Pier components and boat lifts may be stored on Outlot One during the off-season months at a location approved by WRPCO.
4. Lighting Fixture. One dusk-to-dawn light fixture may be installed at each pier. Dusk-to-dawn fixture shall be a standard dusk-to-dawn outdoor light, mounted on wooden pole with natural finish, and extending not more than 15 feet above ground level. All wiring leading to permitted light fixtures shall be buried, in accordance with applicable electrical codes and regulations.

The Association shall maintain insurance covering the insurable improvements located or constructed upon Outlot One owned by Wisconsin River Power Company. The Association shall maintain the following types of insurance, and said insurance coverage shall be paid by the Association out of the annual fee collected from Association members.

- A. Property Insurance. A policy of property insurance shall be obtained covering the piers, wooden stairways and any other improvements constructed upon Outlot One. Such insurance as maintained by the Association pursuant to this subsection shall afford protection against at least the following:
  1. Loss or damage by fire and other perils normally covered by the standard coverage endorsement; and
  2. Such other risks as shall customarily be covered with respect to projects similar in construction, location, and use, including all perils normally covered by the standard risk endorsement, where such is available.
- B. Public Liability Insurance. A comprehensive policy of public liability insurance covering Outlot One, the piers, wooden stairways and any other improvements owned by the Association, and its use of said Outlot One insuring the Association in an amount not less than One Million and no/100 Dollars (\$1,000,000) covering bodily injury, including death of one person, arising out of a single occurrence and Two Million and no/100 Dollars (\$2,000,000) for death or injury to more than one person arising out of a single occurrence and One Hundred Thousand and no/100 (\$100,000) for property damage. (such coverage shall include, without limitation, legal liability

of the insured for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Outlot One along the water, the piers and wooden stairways, legal liability arising out of lawsuits related to employment contracts of the Association, and protection against liability for non-owned and hired automobiles). Such coverage may also include, if applicable, contractual liability and workmen's compensation insurance for persons hired by the Association for work such as dock installation, maintenance or removal. Such coverage limits may be increased from time to time by the Association.

- C. Other Risks. In addition, the Association may obtain insurance against such other risks of similar or dissimilar nature as it shall deem appropriate, to the extent that such coverage is reasonably available, including, but not limited to, personal liability insurance to protect directors and officers of the Association from personal liability in relation to their duties and responsibilities in acting as directors and officers on behalf of the Association.
- D. General Provisions of Insurance Policies. All policies of insurance carried by the Association shall be carried in blanket policy form naming the Association as insured, or its designee as trustee and attorney in fact for such Owners, and each Owner shall be an insured person under such policies with respect to liability arising out of any Owner's membership in the Association.
- E. Deductibles. No policy of insurance in which the Association or its designee is the beneficiary shall include a deductible clause in the amount greater than \$500 or 1% of the face amount of the policy. After notice and the opportunity for hearing, the Association may determine that a loss, either in the form of a deductible to be paid by the Association, or an uninsured loss, resulted from the act or negligence of an Owner. Upon said determination by the Association, any said loss or portion thereof may be assessed to the Owner in question and the Association may collect the amount from said Owner in the same manner as any annual assessment.

The undersigned declares on behalf of the Association that the required consents or votes to approve the foregoing amendment to the Declaration were duly obtained from the Lot owners of the Plat of Barnum Bay North on the 9<sup>th</sup> day of September, 2005.

Dated the 15 day of September, 2005.

Barnum Bay North Property Owner's Association, Inc.

By: *William C. McHenry*  
William C. McHenry

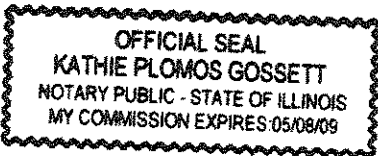
Title: President

State of Illinois            )  
  ) ss.  
County of \_\_\_\_\_)

Personally came before me this 15 day of September, 2005, the above-named William C. McHenry to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity indicated.

*Kathie Plosos Gossett*  
Notary Public, State of Illinois  
My Commission Expires: 5/8/09

This instrument was prepared by:  
William Metcalf, Attorney  
Metcalf & Quinn S.C.  
480 East Grand Avenue  
Wisconsin Rapids, WI 54494



*Lots 1 through 15 of  
Barnum Bay North,  
Town of Rome, Adams County, Wisconsin.*



447711

VOL 4044 PAGE 81

NONEXCLUSIVE LICENSE AGREEMENT

Document Number

Title of Document

THIS LICENSE AGREEMENT dated this 31 day of August, 2005 (this "License Agreement") granted by WISCONSIN RIVER POWER COMPANY (hereinafter referred to as the "Licensor") to BARNUM BAY NORTH PROPERTY OWNER'S ASSOCIATION, Inc., a Wisconsin corporation (hereinafter referred to as the "Licensee").

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

SEP 20 2005

Time: 10:40 AM

Volume: 4044 Page: 81-91

Fee: \$31 pd

4389 11

RECITALS

A. Licensor is the owner of a certain common area of real property located along the shoreline of Petenwell Flowage, and more particularly described on Exhibit A attached hereto (the "Shoreline Commons Area"). The Shoreline Commons Area lies within the boundary of a hydroelectric project known as Federal Energy Regulatory Commission ("FERC") Project 1984 (the "Project") and is subject to the terms and conditions of the FERC license held by Licensor for the Project.

GOETZ ABSTRACT & TITLE

P.O. Box 906

Wisconsin Rapids, WI 54495-0906

715-424-2200

B. Licensee is the Barnum Bay North Property Owner's Association, Inc., which is composed of owners of residential properties consisting of 15 Lots located in the Town of Rome, Adams County, Wisconsin.

C. It is the desire of Licensor to grant a License on, over and across the Shoreline Commons Area to the Licensee, and it is the desire of the Licensee to accept such grant of License, in accordance with the terms and conditions herein contained.

NOW THEREFORE, for the license fee described in paragraph two (2) below, and for other good and valuable consideration it is agreed as follows:

1. Licensor hereby grants to the Licensee a License for pedestrian and Permitted Recreational Uses (as hereinafter defined) on, over and across the entire Shoreline Commons Area; provided, however, that the license shall be solely for pedestrian and Permitted Recreational Uses and the Licensee shall have no rights to construct or place any improvements on the Shoreline Commons Area, whatsoever, except in accordance with the terms and conditions of this License.

2. A license fee of \$500 shall be paid on an annual basis with the initial payment to be paid without demand, notice or setoff on April 1, 2006 and on January 1 of each year thereafter so long as this agreement is in effect. In addition, the license fee shall include a charge of \$100 per boat slip when occupied by a boat or shore station. The occupied slip fee shall be payable regardless of when, during the season, the equipment is placed in service. Licensor shall provide Licensee a statement prior to November 1 of each year stating the number of occupied slips for the then current year and the applicable fee. Licensee shall remit payment for the occupied slip fee on or before the next January 1. Licensor has the right to increase the \$500 per year portion of the

annual fee from year to year, but not more than 6% above any previous calendar year. For years after 2006, the Licensor has the right to set the per occupied slip fee at the same amount as the standard Boat Dock Permit fee charged all other permittees by Licensor.

3. The initial term of this License shall be for the period commencing upon the execution hereof and terminating upon December 31, 2011. Providing that Licensee is not in default or breach of any term or condition contained herein this License shall be automatically renewed for additional five-year periods after December 31, 2011, upon the same terms and conditions, excepting the license fee charged pursuant to Paragraph 2 and insurance coverage contained in Paragraph 14 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, except for payment of any sum of money due hereunder or for failure to provide insurance certificates required herein, Licensor shall give Licensee ninety (90) days written notice specifying with particularity the respects in which Licensee is in default or breach. If Licensee's breach or default is caused by failure to pay any sum due hereunder or to provide insurance certificates required herein, Licensor may terminate this Agreement by giving Licensee forty-five (45) days written notice of the default or breach. If Licensee cures its default or breach within the applicable time period, this License Agreement shall remain in full force and effect, otherwise, it shall terminate in accordance with the notice. However, if Licensor has given Licensee three (3) notices of the same or similar default or breach within any five (5) year period, Licensor shall have no duty to allow Licensee the opportunity to cure any subsequent default or breach.

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 ninety (90) days after the effective date of the termination hereof shall be deemed to have been abandoned by Licensee, and Licensor may, at its sole option, retain the property as its sole and exclusive property or remove and dispose of the property at Licensee's sole cost and expense.

4. Subject to the rights described in paragraph 5 below, the Licensee is granted the right to use the Shoreline Commons Area for recreational and pedestrian purposes. Recreational use of the Shoreline Commons Area is hereby restricted to the activities described in Exhibit B attached hereto (the "Permitted Recreational Uses"). The Shoreline Commons Area may not be used for any other purpose without the consent of the Licensor, which consent may be withheld for any reason whatsoever.

5. The general public shall have the right to use the Shoreline Commons Area for pedestrian and related uses, to the extent described in Exhibit C attached hereto, and to that extent this license shall be a non-exclusive license.

The Licensor may in its sole discretion establish specific walking paths to direct members of the general public around stairways, docks or other improvements constructed by the Licensee, if it is determined by Licensor that such action is necessary to assure safe, non-conflicting use of the Shoreline Commons Area.

6. It is further understood and agreed by the parties hereto that Licensor or its successor, shall have the right to take all action as Licensor may, in its reasonable discretion, deem necessary with respect to the Shoreline Commons Area in order to conduct the operations of Project 1984 or comply with license conditions or otherwise maintain its licensee status in good standing with FERC.

FERC has reserved the authority to require changes in the use of the Shoreline Commons Area in order to preserve life, health and property and to ensure that the operation of the Shoreline Commons Area is consistent with the recreational uses of the Project. In the event such changes are ordered by the FERC, Licensor shall have the right to modify this License by recording an Affidavit and Declaration of Amendment signed by two officers of Licensor and setting forth the changes ordered by the FERC in this License (including any Exhibit hereto). Any such changes shall become effective and binding on the Licensee on the later of (i) the date such Affidavit and Declaration of Amendment is recorded or (ii) the date notice of the contents of such Affidavit and Declaration of Amendment is provided to the Licensee in accordance with Paragraph 21 below.

7. The Licensee, its members, employees, agents, licensees and invitees shall not construct or place any improvements of any type, whatsoever, on the Shoreline Commons Area without the prior written consent of Licensor, which consent may be withheld for any reason, whatsoever, provided, however, that the Licensee may construct or place or arrange for the construction or placement on the Shoreline of those improvements set forth in Exhibit D hereto, such improvements to be as described in Exhibit D, including, but not limited to, type, size, construction, materials and location; and provided further that the construction, operation, use, and maintenance of any permitted improvements shall not, in Licensor's sole discretion, materially detract from the scenic, recreational and environmental resources of the remaining Project lands and waters. Any modifications of improvements must be consented to in writing by Licensor and Licensor may withhold its consent for any reason, whatsoever.

8. It is understood and agreed that any permitted improvements installed on the Shoreline Commons Area shall be for the exclusive use of the Licensee, its members, employees, agents, licensees, and invitees. The Licensee may assess its members collectively or individually for the cost of constructing or maintaining such improvements, but shall not engage in any business or commercial activity with respect thereto (such as renting boat slips to persons other than the Licensee) whether or not for profit. The Licensee hereby agrees to pay or reimburse Licensor for any real estate or personal property taxes attributable to such improvements.

9. It is further understood and agreed by the parties hereto that the Licensee, its members, employees, agents, licensees and invitees shall not use the Shoreline Commons Area for any form or type of camping. Motorized vehicular traffic on, over or across the Shoreline Commons Area is absolutely prohibited hereunder, except to facilitate maintenance or construction work by or with the consent of Licensor.

10. It is further understood and agreed by the parties hereto that the Licensee, its members, employees, agents, licensees and invitees shall not have the right to alter the physical characteristics of the Shoreline Commons Area, in any manner, whatsoever, including, but not limited to, the cutting down or planting of trees other vegetation, or the modification of land elevations, without the prior written consent of Licensor, which consent may be withheld for any reason whatsoever.

11. The Licensee, its members, employees, agents, licensees and invitees shall not use the Shoreline Commons Area in any manner which could endanger health, create a nuisance or be otherwise incompatible with recreational use of the lands and waters within Project 1984.

12. 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.

13. 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 (or Licensee's member owners) possession or use of the licensed premises or any improvements or fixtures constructed or installed thereon by Licensee.

14. Licensee agrees that, while this License Agreement remains in full force and effect, it shall procure and shall maintain per occurrence general liability insurance naming Licensor as an additional insured in the amount of One Million and no/100 Dollars (\$1,000,000) per occurrence for death or injury to one person in one accident, Two Million and no/100 Dollars (\$2,000,000) for death or injury to more than one person in one accident and One Hundred Thousand and no/100 Dollars (\$100,000) for property damage regarding Licensee's use of said property. Licensee shall deliver a certificate evidencing the existence of such insurance to Licensor. Licensor reserves the right to increase the limits set forth herein, from time to time, but in no event shall such increase be more than ten percent (10%) above the previous calendar year.

15. 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.

16. Upon the occurrence of a default under this License or in the event of the loss of the FERC license by Licensor, the Licensor shall have the right to terminate this License by the recording of an Affidavit and Declaration of Termination executed by two officers of Licensor stating that the Licensee (or Owners, as the case may be) failed to perform its duties and obligations hereunder, that the Licensor sent the written notice of such failure required hereunder, and that such failure was not cured in accordance with the terms and conditions set forth herein and, as a result of such default, the Licensor has thereby terminated the License Agreement in accordance with its terms. Upon the recording of the Affidavit and Declaration of Termination, the Licensee, its members, employees, agents, licensees and invitees shall have no further rights or interest hereunder.

17. Licensor may, but shall not, in any event, be obligated to, make any payment or perform any act hereunder to be made or performed by the Licensee; provided, however, that no entry by Licensor upon the Shoreline Commons Area for such purposes shall constitute or be deemed to be an interference with this License; and provided, further, that no such payment or performance by Licensor shall constitute or be deemed to be a waiver or consent to a default by the Licensee hereunder, or shall prevent Licensor from pursuing any other right or remedy available hereunder, at law or in equity. All sums paid by Licensor and all costs and expenses (including, but not limited to, attorney's fees) incurred by Licensor in connection with any such payment or performance, together with interest thereon at the lesser of (a) the rate per annum equal to two percent (2%) in excess of the Prime Rate, as such rate is announced from time to time by US Bank or successor thereto at its principal place of business, or (b) the highest rate permitted by applicable law, shall be due and payable by the Licensee within twenty one (21) days after the receipt of notice from Licensor setting forth the amounts due and owing pursuant to this Paragraph 17.

18. Licensee agrees to assure that any assignee agrees to become obligated under the terms of this Agreement. Licensee agrees to promptly notify Licensor of any such assignment. In the event of an assignment to the Association, or any similar legal entity, the terms of this Agreement shall be applicable to the Association as a legal entity and to its' members (owners of residential property included in Association) individually. Accordingly, this Agreement, at Licensor's sole option, may be enforced, including being terminated as to the Association itself or any of its individual members.

19. The rights, obligations, and privileges hereunder shall inure to the benefit of and be binding upon the

parties hereto and their respective successors and assigns.

20. Licensor may enforce this instrument by appropriate action and shall it prevail in such litigation, Licensor shall be entitled to recover all of its cost and expenses, including, but not limited to, reasonable attorney's fees.

21. The Licensee's address for notices is Barnum Bay North Property Owner's Association, Inc., c/o Metcalf & Quinn, PO Box 759, Wisconsin Rapids, WI 54495-0759, and Licensor's address for notices is Wisconsin River Power Company, Attn: Real Estate Department, 700 North Adams Street, PO Box 19001, Green Bay, Wisconsin 54307-9001. Licensee is responsible for notifying Licensor of Licensee's assignment of this agreement and the name and address to be used for the new Assignee Association.

Either Party may give written notice of change of address to the other party. All notices shall be sent by registered or certified U.S. mail to the address provided above and shall be deemed given on the date set forth on the return receipt.

IN WITNESS WHEREOF, the Parties have executed this instrument in duplicate as of the day and year first set forth above.

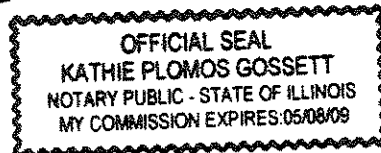
WISCONSIN RIVER POWER COMPANY

By: Barth J. Wolf  
Barth J. Wolf, Secretary-Treasurer

BARNUM BAY NORTH PROPERTY OWNER'S ASSOCIATION, INC.

By: William C. McHenry  
William C. McHenry,  
President

Kathie Plosos Gossett



STATE OF WISCONSIN )  
 )ss  
BROWN COUNTY )

Personally came before me this 31<sup>st</sup> day of August, 2005, the above-named, Barth J. Wolf, the Secretary-Treasurer of Wisconsin River Power Company, to me known to be the person who executed the foregoing instrument and acknowledge the same.

Kim M. Michiels  
Kim M. Michiels  
Notary Public, Brown County, WI  
My commission expires May 11, 2008

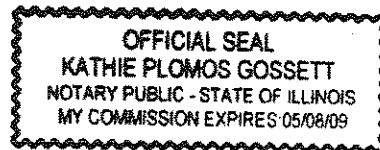
Illinois

STATE OF ~~WISCONSIN~~ )  
 )ss  
~~PORTAGE~~ COUNTY )

Personally came before me this 15 day of SEPT. ~~August~~, 2005, the above-named William C. McHenry, President of Barnum Bay <sup>North Owners Association Inc</sup> to me known to be the person who executed the foregoing instrument and acknowledge the same.

Kathie Pomos Gossett

Notary Public, \_\_\_\_\_ County, WI  
My commission expires: 5/8/09



This instrument drafted by:  
Atty. Nicholas J. Brazeau  
262 West Grand Avenue  
PO Box 639  
Wisconsin Rapids, WI 54495-0639  
1 (715) 423-1400  
NJB:tv/lv/WRPCO/BARNUMBAYRONE/EXCLICAG

EXHIBIT A  
TO  
NONEXCLUSIVE  
LICENSE AGREEMENT

VOL 4044 PAGE 87

CERTAIN SHORELINE COMMONS AREA RUNNING PARALLEL TO THE SHORELINE AND EXTENDING INLAND A HORIZONTAL DISTANCE OF A MINIMUM OF 100 FEET FROM THE ORDINARY HIGH WATER MARK AND LYING CONTIGUOUS TO THE FOLLOWING DESCRIBED PROPERTY:

Lot 1 of Adams County Certified Survey Map No. 4359 (Recorded in Vol. 21 of Survey Maps at Pages 26 & 27) located in the NW 1/4 of the SW 1/4 and the SW 1/4 of the NW 1/4, Section 27 and Government Lots 2 & 3, Section 28, Township 20 North, Range 5 East, Town of Rome, Adams County, Wisconsin.

Now known as:

Lots 1 through 15 of Barnum Bay North,  
Town of Rome, Adams County, Wisconsin.

**EXHIBIT B**  
**TO**  
**NONEXCLUSIVE**  
**LICENSE AGREEMENT**

**Permitted Recreational Uses**

The following uses and activities are permitted on the Shoreline Commons Area:

swimming, boat launching (but only if a boat launch is a permitted improvement), boat storage (but only in slips, or in designated areas at docks or piers, hiking, picnicking, and fishing.

**Prohibited Activities**

Notwithstanding anything to the contrary contained herein and in addition to the regulations and restrictions contained in this License Agreement, a number of general rules are applicable to all Licensor-owned shoreline areas within Project Land, including the Shoreline Commons Area. In order to protect and preserve the shoreline environment, a number of activities are strictly prohibited. The following prohibitions apply to everyone, including the Licensee (and its members) who have been granted licenses for recreational uses:

1. No form of overnight camping is permitted, except at designated campsites. (The Licensor does not permit camping at any similar shoreline areas).
2. Vehicular traffic along the shorelines is prohibited, except as required for maintenance or construction activities conducted or approved by Licensor.
3. Open fires are not allowed.
4. Except as authorized by Licensor, no physical alteration of Project land (including the planting or removal of any vegetation) is permitted.
5. Chairs, tables, wagons, barbecue grills, carts, bicycles or similar items are not permitted (except in certain parks and designated day-use areas located within Project land).

FERC has reserved the right to revise these regulations governing the public's use of the shoreline areas, including, without limitation, the Shoreline Commons Area, as necessary to preserve life, health, and property and ensure that the operation of the shoreline areas is consistent with the recreational use of the Project.



**EXHIBIT C**  
**TO**  
**NONEXCLUSIVE**  
**LICENSE AGREEMENT**

**Permitted Public Uses**

Any person may engage in the following pedestrian activities along the Shoreline Commons Area, except in or on designated privately maintained swimming beaches, fishing piers, convenience piers, dock clusters, boat ramps and/or boat launches:

1. Hiking, jogging or walking;
2. Beach-combing with metal detectors and small tools; shallow (less than one foot deep) holes may be dug in sand provided said holes are promptly refilled (no digging is permitted in vegetated areas);
3. Bird watching, nature photography or similar nature observation conducted on foot;
4. Bank fishing, except within one hundred feet of any dock, pier, or area identified (by signage or buoys) as a swimming beach.

No other activities may be conducted on the Shoreline Commons Area by the general public.

**Prohibited Activities**

Notwithstanding anything to the contrary contained herein and in addition to the regulations and restrictions contained in this License Agreement, a number of general rules are applicable to all Licensor-owned shoreline areas within Project Land, including the Shoreline Commons Area. In order to protect and preserve the shoreline environment, a number of activities are strictly prohibited. The following prohibitions apply to everyone, including the Licensee (and its members) who have been granted licenses for recreational uses:

1. No form of overnight camping is permitted, except at designated campsites.  
(The Licensor does not permit camping at any similar shoreline areas).
2. Vehicular traffic along the shorelines is prohibited, except as required for maintenance or construction activities conducted or approved by Licensor.
3. Open fires are not allowed.
4. Except as authorized by Licensor, no physical alteration of Project land (including the planting or removal of any vegetation) is permitted.
5. Chairs, tables, wagons, barbecue grills, carts, bicycles or similar items are not permitted (except in certain parks and designated day-use areas located within Project land).

FERC has reserved the right to revise these regulations governing the public's use of the shoreline areas, including, without limitation, the Shoreline Commons Area, as necessary to preserve life, health, and property and ensure that the operation of the shoreline areas is consistent with the recreational use of the Project.

**EXHIBIT D**  
**TO**  
**NONEXCLUSIVE**  
**LICENSE AGREEMENT**

**Permitted Improvements on the Shoreline Commons Area**

The following improvements may be installed and maintained on the Shoreline Commons Area, upon approval by Licensor (which approval shall not be unreasonably withheld) of detailed plans and specifications for said improvements:

1. **DOCK CLUSTERS**

a. **Location and Number**

Licensee may use the licensed premises, 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) piers with not more than eight (8) boat slips and two (2) stairways necessary to access the two (2) piers.

b. **Type and Size**

The size of dock cluster shall be such as to accommodate the reasonable needs of Licensee members and temporary guests for boat docking and shall in no event extend beyond the limits of the Shoreline Commons Area.

2. **LIGHTING FIXTURES**

a. **Location and Number**

No more than three dusk-to-dawn light fixtures may be installed at or near each dock cluster.

b. **Type and Size**

Dusk-to-dawn fixtures shall be standard dusk-to-dawn outdoor lights, mounted on wooden poles with natural finishes, and extending not more than fifteen (15) feet above ground level. All wiring leading to permitted light fixtures shall be buried, as applicable, in accordance with applicable electrical codes and regulations.

# BARNUM BAY NORTH

Located in Lot 1, CSM No. 4359, Government Lots 2 & 3, Section 28 and NW1/4-SW1/4 & SW1/4-NW1/4, Section 27, T20N, R5E, Town of Rome, Adams County, Wisconsin.

OWNER: Northern Exposure Investments, % Tom Koren, 487 Highland Place, Nekeosa, WI, 54457

SURVEYOR: Carlson Surveying, Inc., 1709 Ash St., Baraboo, WI, 53913  
Phone & FAX (608) 356-8598

**APPROVING AGENCIES:**

- 1) Town of Rome
- 2) Adams County Planning & Zoning Committee

**OBJECTING AGENCIES:**

- 1) Department of Administration

Utility easements of 5 feet on all side lot lines and 10 feet on all street lines are hereby created.

**RESTRICTION:** All lots can only be used for construction and habitation of single-family homes consistent with proposed covenants of this subdivision.

**RESTRICTION:** There shall be no buildings for human habitation erected and no soil absorption systems for septic tank effluent disposal constructed on Out Lot 1.

- = Found government corner
- = Found 1 1/4" round iron rod
- = Found 1/2" round iron rod

TAN. = Tangent T.B. = Tangent Bearing

SF = square feet [767] = assigned address

All unmarked corners are set 3/4"x24" round iron rod weighing 1.5#/lin. ft.

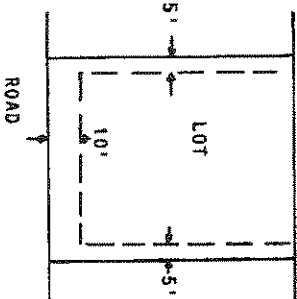
All bearings are to nearest minute unless shown otherwise.

Distances are to nearest hundredth of a foot.

Distances along curves are arc lengths.

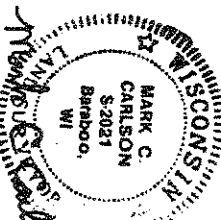
Bearings are referenced to west line of SW1/4 of Section 27 and made to bear N10°5'30"W.

CURVE	RADIUS	DELTA	ARC CHORD
A	100.00'	71°09'30"	124.20' S31°25'05"W, 116.37'
Lot 1	"	54°00'	94.25' S27°50'20"W, 90.80'
Lot 2	"	17°09'30"	29.95' S8°25'05"W, 29.84'
B	236.00'	18°00'10"	74.15' S75°59'55"W, 73.85'
C	387.00'	59°12'28"	399.91' N65°23'46"W, 382.36'
Lot 7	"	20°00'	135.09' N85°00"W, 134.40'
Lot 8	"	24°00'	162.10' N63°00"W, 160.92'
Lot 9	"	15°12'28"	102.72' N43°23'46"W, 102.42'
D	1249.60'	35°30'	774.24' S41°45'W, 761.92'
Lot 11	"	3°30'	76.33' S57°45'W, 76.32'
Lot 12	"	7°00'	152.57' S52°30'W, 152.67'
Lot 13	"	7°00'	152.57' S45°30'W, 152.67'
Lot 14	"	7°00'	152.57' S38°30'W, 152.67'
Lot 15	"	11°00'	239.90' S29°30'W, 239.54'



EASEMENT DETAIL (TYPICAL)

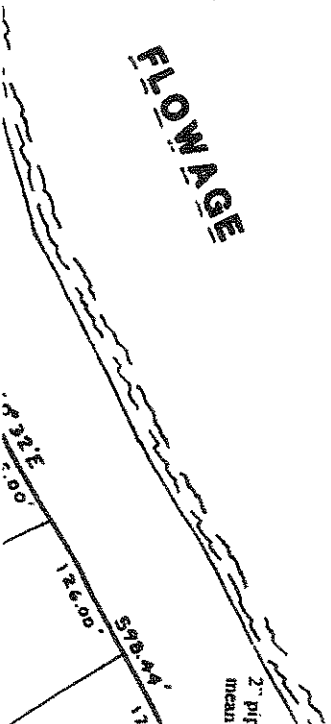
Sec 11



Mark C. Carlson  
8-14-02  
Revised 9-17-02

PETENWELL

FLOWAGE



SF = square feet [757] = assigned address

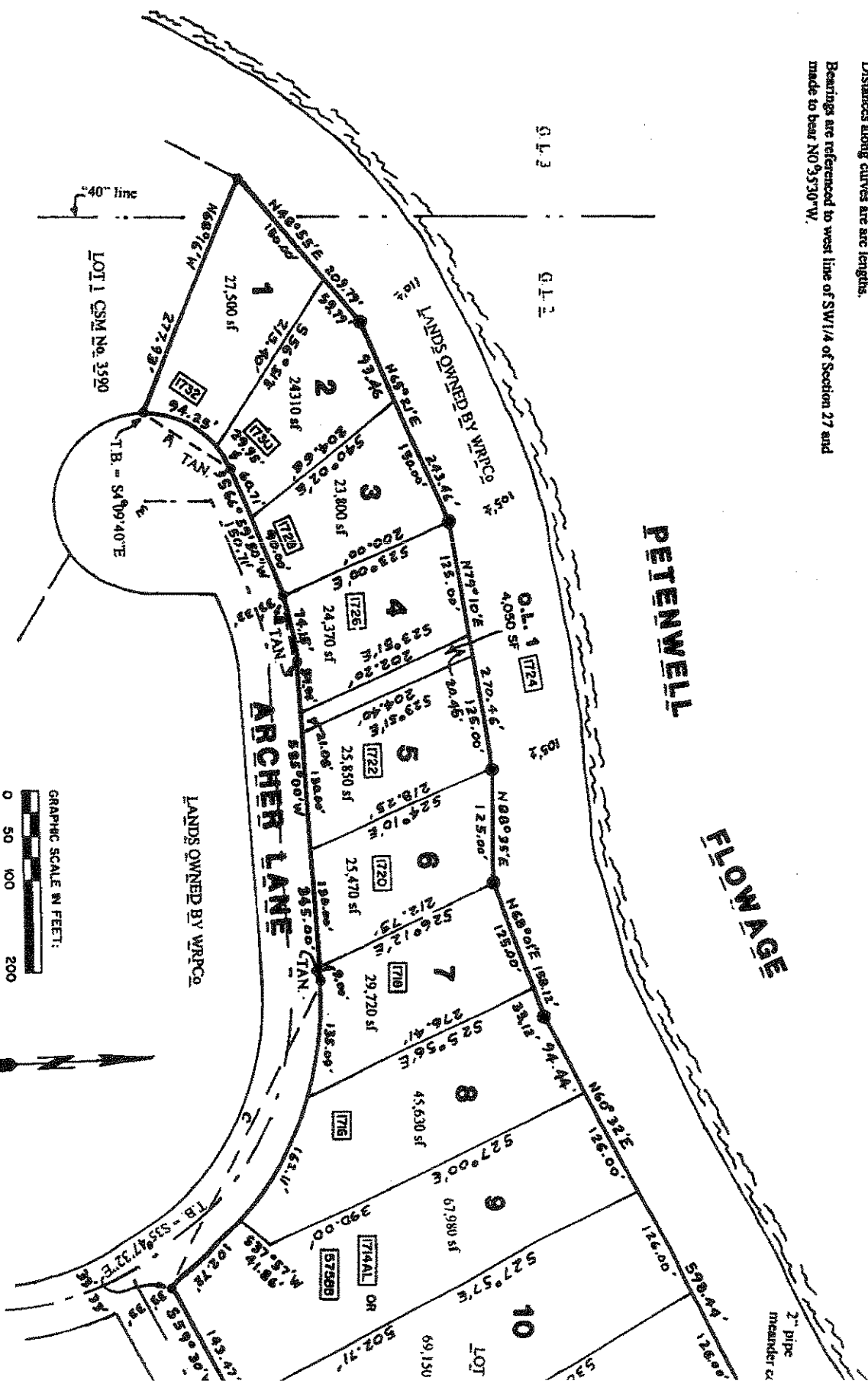
All unmarked corners are set 3/4"x24" round iron rod weighing 1.5#/lin. R.

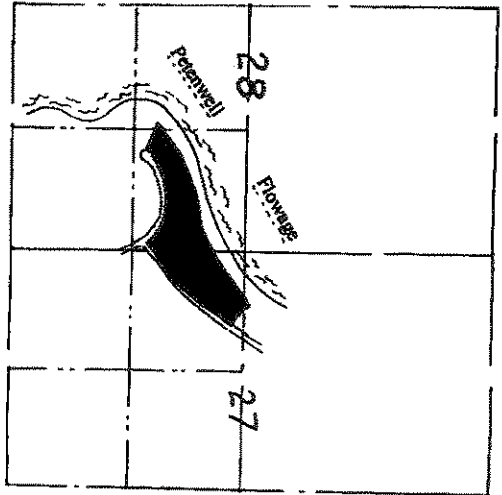
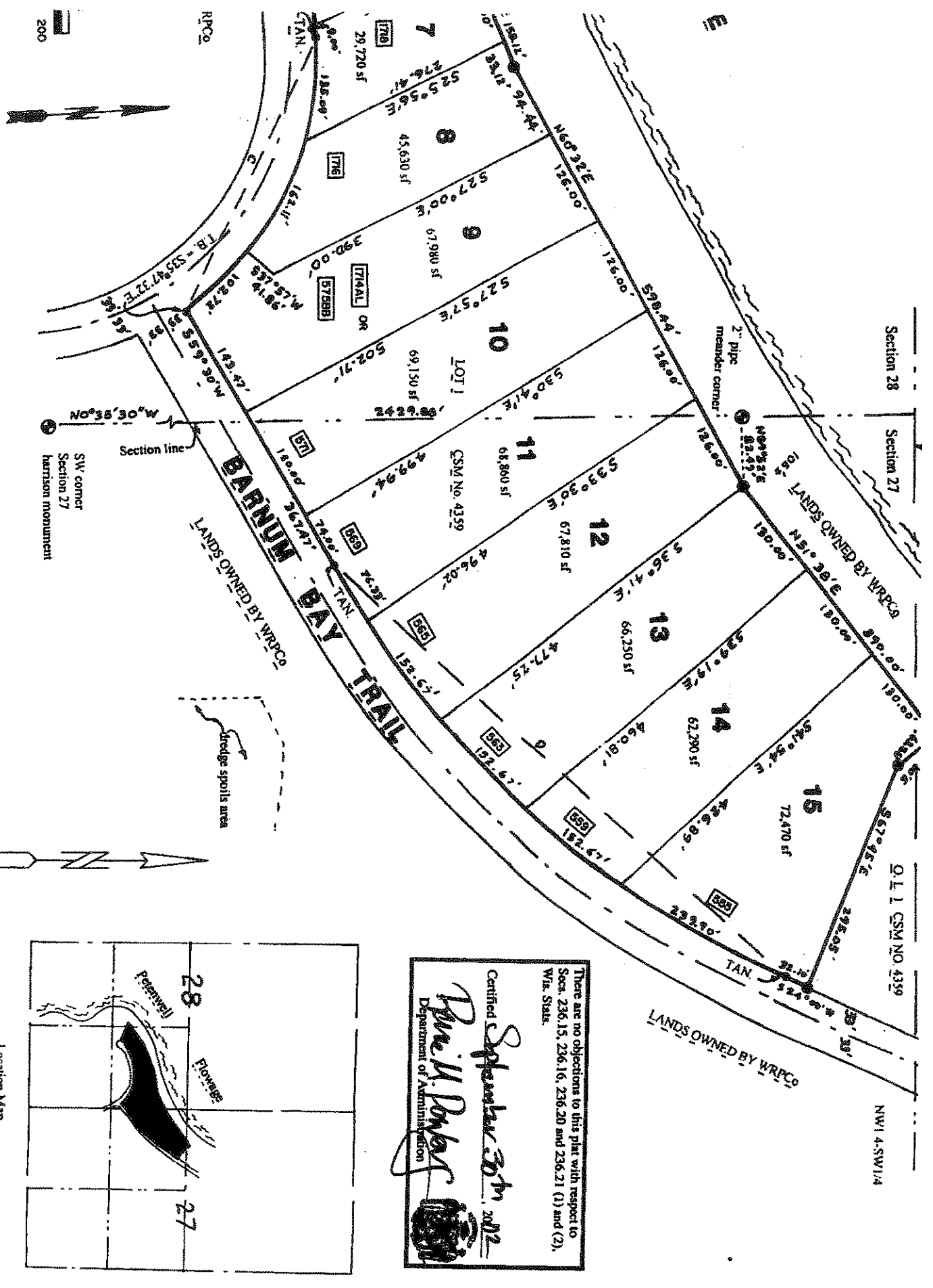
All bearings are to nearest minute unless shown otherwise.

Distances are to nearest hundredth of a foot.

Distances along curves are arc lengths.

Bearings are referenced to west line of SW1/4 of Section 27 and made to bear NO 3530°W.





There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wt. Stat.

Certified *Splumber 30th, 2012*  
*Pine H. Parker*  
 Department of Administration

RADIUS	DELTA	ARC	CHORD
100.00'	71°09'30"	124.20'	S31°25'05"W, 116.37'
"	54°00'	94.25'	S22°50'20"W, 90.80'
"	17°09'30"	29.95'	S58°25'05"W, 29.84'
236.00'	18°00'10"	74.15'	S75°59'55"W, 73.85'
387.00'	59°12'28"	399.91'	N65°23'46"W, 382.36'
"	20°00'	135.09'	N85°00'W, 134.40'
"	24°00'	162.10'	N63°00'W, 160.92'
"	15°12'28"	102.72'	N43°23'46"W, 102.42'
1249.60'	35°30'	774.24'	S41°45'W, 761.92'
"	3°30'	76.33'	S57°45'W, 76.32'
"	7°00'	152.57'	S92°30'W, 152.67'
"	7°00'	152.57'	S45°30'W, 152.67'
"	7°00'	152.57'	S38°30'W, 152.67'
"	11°00'	239.90'	S29°30'W, 239.54'

**SURVEYOR'S NOTE:**  
 Portions of the subdivision are within 1200 feet of a dredge spoils pile area. Unit a variance is granted from the Department of Natural Resources, some of the lots will require casing of wells. Lots 5-9 and 15 are to be constructed with a minimum of 60 feet of casing. Lots 10-14 are to be constructed with a minimum of 70 feet of casing and be located at least 400 feet from edge of dredge spoils area. Lots 1-4 need only conform to normal well construction requirements.

**416053**

Recorded—Adams County WI  
 Register of Deeds Office—  
 Joel R. Halgerson—Register

OCT - 7 2002

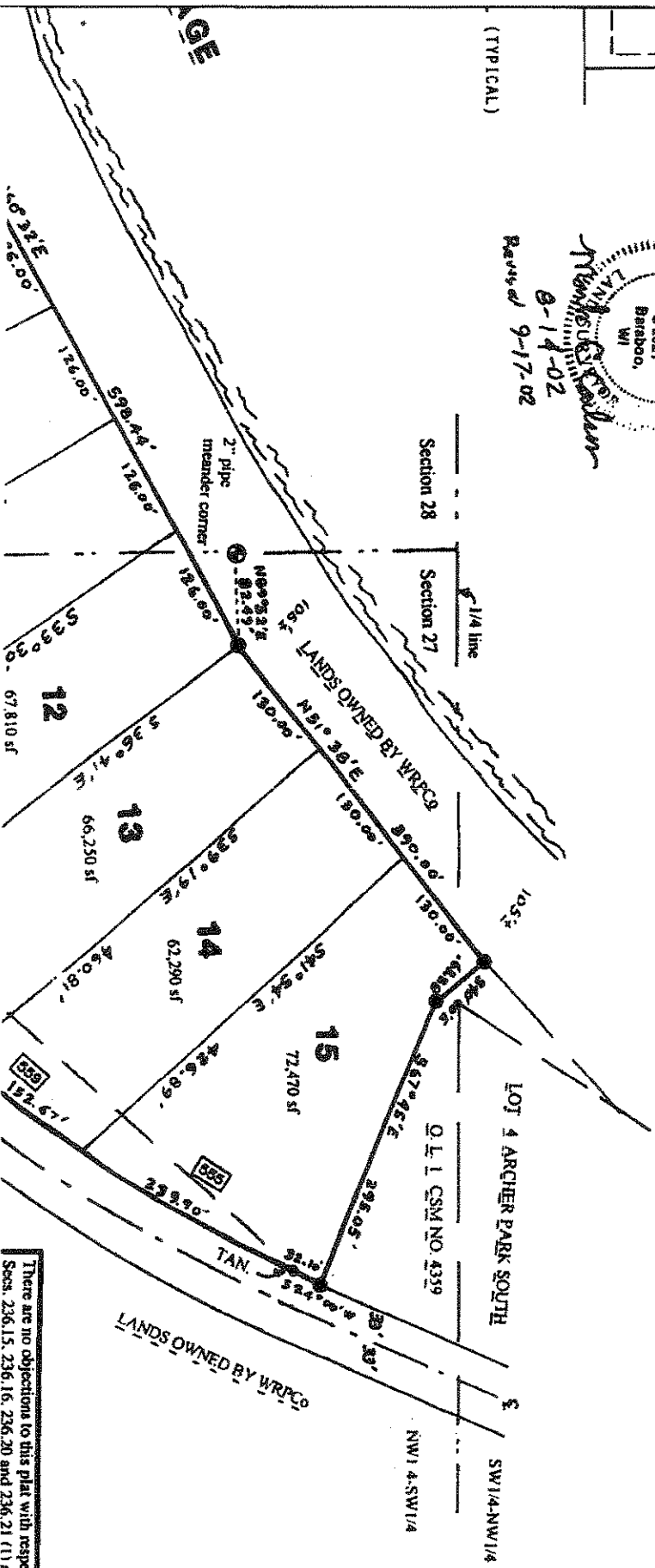
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 Volume: File 2 Page 150  
 # 7693  
 Pgs: 50 pgs

MARK C CARLSON  
 S-2021  
 Berado, WI

LAND SURVEYOR

Reviewed 9-17-02

0-14-02



There are no objections to this plat with respect to  
 Secs. 236.15, 236.16, 236.20 and 236.21 (1) and (2).

# BARNUM BAY NORTH

Located in Lot 1, CSM No. 4359, Government Lots 2 & 3, Section 28 and NW1/4-SW1/4 & SW1/4-NW1/4, Section 27, T20N, R5E, Town of Rome, Adams County, Wisconsin.

### SURVEYOR'S CERTIFICATE:

I, Mark C. Carlson, registered land surveyor, hereby certify that I have surveyed, divided and mapped a parcel of land located in Lot 1, CSM No. 4359, NW1/4-SW1/4 & SW1/4-NW1/4, Section 27 and Government Lots 2 & 3, Section 28, T20N, R5E, Town of Rome, Adams County, Wisconsin, bounded by the following described line: Commencing at the southwest corner of said Section 27; thence N0°35'30"W, 2429.88 feet; thence N89°32'E, 82.49 feet to point of beginning; thence N51°38'E, 390.00 feet; thence S40°00'E, 63.86 feet; thence S67°45'E, 295.05 feet; thence S24°00'W, 32.10 feet; thence southwesterly on a curve to the right, radius 1249.60 feet, whose chord bears S41°45'W, 761.92 feet; thence S59°30'W, 367.47 feet; thence Northwesterly on a curve to the left, radius 387.00 feet, whose chord bears N65°23'46"W, 382.36 feet; thence S85°00'W, 345.00 feet; thence westerly on a curve to the left, radius 236.00 feet, whose chord bears S75°59'55"W, 73.85 feet; thence S66°59'50"W, 150.71 feet; thence southwesterly on a curve to the left, radius 100.00 feet, whose chord bears S31°25'05"W, 116.37 feet; thence N68°16'W, 277.93 feet; thence N48°55'E, 209.79 feet; thence N65°21'E, 243.46 feet; thence N79°10'E, 270.46 feet; thence N88°35'E, 125.00 feet; thence N68°01'E, 158.12 feet; thence N60°32'E, 598.44 to point of beginning. Said parcel contains 16.20 acres and is subject to easements of record.

That I have made such land division and plat by the direction of Northern Exposure Investment.

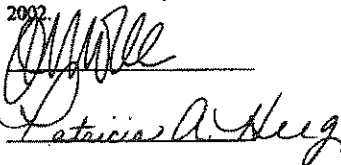
That such plat is a correct representation of all exterior boundaries of the land surveyed and the subdivision thereof made.

That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the subdivision regulations of Adams County and Town of Rome in surveying, dividing and mapping the same.

### MORTGAGEE CERTIFICATE

Nekoosa Port Edward Bank, as a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of part of the above described land, does hereby consent to the surveying, dividing and mapping of the land described on this plat and does hereby consent to the above certification of the owner of the above described land.

In witness whereof, the corporation has caused these presents to be signed by the following officers, and its corporate seal to be hereunto affixed this 4th day of October, 2002.

  
Patricia A. Neeg

State of Wisconsin :  
Adams County) SS

Personally came before me this 4th day of October, 2002, the above signed officers, who acknowledged to be such officers of such corporation, to me known to be the persons who executed the foregoing instrument on behalf of and by the authority of such corporation and acknowledged the same.

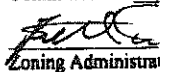
Notary Public Jean Bathke

My commission expires 11-23-03

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Stats., State



8-14-02  
Revised 9-17-02

ADAMS COUNTY  
Resolved that the p  
Wisconsin, be and  
Committee this  
  
Zoning Administrator

TOWN OF ROME  
Resolved that the p  
Wisconsin, be and  
of October  
Approved   
Town Clerk

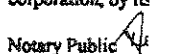
I hereby certify tha  
Adams County, Wi  
Tina Anderson  
Town Clerk

TOWN AND CO  
State of Wisconsin  
Adams County

We, Town Treasur  
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Oct 4, 2002  
Date 1

OWNER'S CER  
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Rome (2) Adams  
In witness where  
signed by the folk  
2002.

In presence of :  
\_\_\_\_\_  
\_\_\_\_\_

Personally came t  
the above named  
acknowledged tha  
corporation, by its  
Notary Public 



S67°45'E, 295.05 feet; thence S24°00'W, 32.10 feet; thence southwesterly on a curve to the right, radius 1249.60 feet, whose chord bears S41°45'W, 761.92 feet; thence S59°30'W, 367.47 feet; thence Northwesterly on a curve to the left, radius 387.00 feet, whose chord bears N65°23'46"W, 382.36 feet; thence S85°00'W, 345.00 feet; thence westerly on a curve to the left, radius 236.00 feet, whose chord bears S75°59'55"W, 73.85 feet; thence S66°59'50"W, 150.71 feet; thence southwesterly on a curve to the left, radius 100.00 feet, whose chord bears S31°25'05"W, 116.37 feet; thence N68°16'W, 277.93 feet; thence N48°55'E, 209.79 feet; thence N65°21'E, 243.46 feet; thence N79°10'E, 270.46 feet; thence N88°35'E, 125.00 feet; thence N68°01'E, 158.12 feet; thence N60°32'E, 598.44 to point of beginning. Said parcel contains 16.20 acres and is subject to easements of record.

That I have made such land division and plat by the direction of Northern Exposure Investment.

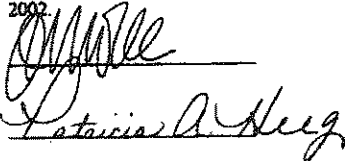
That such plat is a correct representation of all exterior boundaries of the land surveyed and the subdivision thereof made.

That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the subdivision regulations of Adams County and Town of Rome in surveying, dividing and mapping the same.

**MORTGAGEE CERTIFICATE**

Nekoosa Port Edward Bank, as a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of part of the above described land, does hereby consent to the surveying, dividing and mapping of the land described on this plat and does hereby consent to the above certification of the owner of the above described land.

In witness whereof, the corporation has caused these presents to be signed by the following officers, and its corporate seal to be hereunto affixed this 4<sup>th</sup> day of October, 2002.

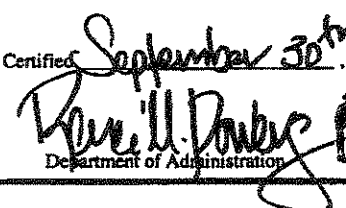
  
 Patricia A. Heeg


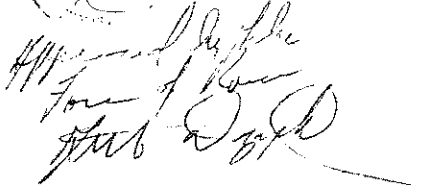
State of Wisconsin)  
 Adams County) SS

Personally came before me this 4<sup>th</sup> day of October, 2002, the above signed officers, who acknowledged to be such officers of such corporation, to me known to be the persons who executed the foregoing instrument on behalf of and by the authority of such corporation and acknowledged the same.

Notary Public Jean Bathke

My commission expires 11-23-03

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.  
 Certified September 30<sup>th</sup> 2002  
  
 Kevin H. Douber  
 Department of Administration


  
 Approved by the  
 Town of Rome  




8-14-02  
 Revised 9-17-02

  
 Zoning Administrator

TOWN OF ROME  
 Resolved that the  
 Wisconsin, be and  
 of October

Approved   
 Town Clerk

I hereby certify the  
 Adams County, W

  
 Town Clerk

TOWN AND CO  
 State of Wisconsin  
 Adams County


We, Town Treas  
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Oct 4, 2002  
 Date

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In presence of :

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Personally came i  
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 corporation, by it  
 Notary Public 

**ADAMS COUNTY RESOLUTION:**

Resolved that the plat of Barnum Bay North, located in the Town of Rome, Adams County, Wisconsin, be and the same is hereby approved by the Adams County Planning and Zoning Committee this 7<sup>TH</sup> day of October, 2002.

[Signature]  
Zoning Administrator

**TOWN OF ROME RESOLUTION:**

Resolved that the plat of Barnum Bay North, located in the Town of Rome, Adams County, Wisconsin, be and the same is hereby approved by the Town of Rome this FOURTH day of October, 2002.

Approved: [Signature]  
Town Chairman

I hereby certify that the foregoing is a copy of a resolution adopted by the Town of Rome, Adams County, Wisconsin.

[Signature]  
Town Clerk

**TOWN AND COUNTY TREASURER'S CERTIFICATE:**

State of Wisconsin)  
Adams County ) SS

We, Town Treasurer and County Treasurer, being duly elected and acting treasurers of the Town of Rome and County of Adams, respectively, do hereby certify that in accordance with the records in our offices there are no unpaid taxes or special assessments and no unredeemed tax sales on any of the land included in the plat of Barnum Bay North as of date indicated.

Oct 4, 2002 [Signature] 10-07-02 [Signature]  
Date Town Treasurer Date County Treasurer

**OWNER'S CERTIFICATE:**

Northern Exposure Investments, a corporation duly organized and existing under and by the virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said corporation has caused the lands described on this plat to be surveyed, divided, and mapped as represented on this plat. Northern Exposure Investments, does further certify that this plat is required by S236.10 or 236.12 to be submitted to the following for approval of objection: (1) Town of Rome (2) Adams County Planning and Zoning and (3) Department of Administration.

In witness whereof, the said Northern Exposure Investments, has caused these presents to be signed by the following officers and its corporate seal affixed this 4<sup>TH</sup> day of OCT, 2002.

In presence of: \_\_\_\_\_  
Officers: [Signature]  
\_\_\_\_\_

Personally came before me this 4<sup>th</sup> day of October, 2002 the above officers of the above named corporation to me known to be officers of said corporation and acknowledged that they executed the foregoing instrument as officers of the deed of said corporation, by its authority.

Notary Public [Signature] My Commission expires 11-16-2004.