

Document Number

FIRST ADDENDUM TO
NONEXCLUSIVE LICENSE AGREEMENT
Title of Document

393941

VOL 2270 PAGE 58

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

MAY 16 2000

Time: 10:50 AM

Volume: 2270 Page: 58-63

Fee:

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Name and Return Address:
MC KEOUGH LAND Co.
N3280 Hwy. J
POYNETTE, WI 53955

(Parcel Identification Number)

\$20 pd.

FIRST ADDENDUM
TO
NONEXCLUSIVE LICENSE AGREEMENT

Whereas, Wisconsin River Power Company of Wisconsin Rapids, Wisconsin ("LICENSOR") and Curtis Fuller of Highland Park, Illinois entered into a nonexclusive license agreement dated May 27, 1982 ("AGREEMENT"); and

Whereas, Curtis J. Fuller is now deceased and was succeeded in his interest in said AGREEMENT by his son Michael Fuller and the Fuller Family LTD, Partnership ("FULLER"); and

Whereas, FULLER desires to assign the AGREEMENT to McKeough Land Company, Inc. of Poynette, Wisconsin ("LICENSEE"); and

Whereas, LICENSOR has certain rights regarding approval of installation of improvements as well as other rights contained in the AGREEMENT and has reached an accord with LICENSEE regarding the assignment and an addendum to the AGREEMENT;

Now therefore, it is hereby agreed as follows:

1. LICENSOR hereby consents to the assignment of the AGREEMENT between LICENSOR and Curtis Fuller dated May 27, 1982 to LICENSEE under the terms and conditions set forth therein and set forth in this addendum.
2. Exhibit A, Exhibit A-1, and Exhibit B of the AGREEMENT are hereby deleted and replaced with the Exhibit A attached to this addendum and incorporated herein by reference. All references to camping in the AGREEMENT are hereby deleted in their entirety.

3. LICENSOR hereby consents to LICENSEE'S installation of a dock and two (2) stairways on, from and over the subject property provided that LICENSEE must obtain LICENSOR'S prior written approval of LICENSEE'S plan for same and methods of installation and removal. It is recognized that such a plan for Kennedy Waters development is more elaborate than contemplated in the AGREEMENT. Consequently, the license fee(s) are now as set forth in paragraph four (4) below. During the "off season" or at any time the docks are not in the water, LICENSEE agrees to store the docks and all appurtenances related thereto on platted outlot or lot located in the Kennedy Waters Development.

4. A license fee shall be paid on an annual basis with the initial payment to be paid on date of execution of this agreement and annually, on a calendar year basis, thereafter so long as this agreement is in effect. The license fee for the year 2000 shall be \$500.00 plus \$100.00 per boat slip or shore station. The entire per boat or slip fee shall be payable regardless of when, during the season, the equipment is placed in service. 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 2000, the LICENSOR has the right to set the per boat slip or shore station fee at the same amount as the standard Boat Dock Permit fee charged all other permittees by LICENSOR.

5. Paragraph eight (8) of the AGREEMENT is amended to read as follows:

LICENSEE agrees that, while this License Agreement remains in full force and effect, it shall procure and maintain liability insurance in the amount of One Million and no/100 (\$1,000,000.00) Dollars for death or injury to one person in one accident, Two Million and no/100 (\$2,000,000.00) Dollars per death or injury to more than one person and One Hundred Thousand and no/100 (\$100,000.00) Dollars for property damage regarding LICENSEE'S use of said property. LICENSEE shall provide LICENSOR each year with a certificate of insurance evidencing the existence of such insurance. LICENSOR reserves the right to

increase the limits set forth time to time, but in no event shall the increase be more than ten percent (10%) above the previous calender year.

6. It is understood that LICENSEE will be assigning the AGREEMENT and addendums to the Property Owners Association for the Kennedy Waters Subdivision which includes residential properties that are located contiguous to the property described on Exhibit A. LICENSEE agrees to assure that any future assignee agrees to become obligated under the terms of the AGREEMENT and any addendums thereto. LICENSEE agrees to notify LICENSOR of any such assignment.

7. Except as modified herein the AGREEMENT dated May 27, 1982 shall remain in full force and effect along with this First Addendum thereto.

Dated this 13th day April, 2000.

WISCONSIN RIVER POWER COMPANY

BY: Richard L. Hilliker
Richard L. Hilliker, Vice President

ATTEST: Reginald D. Fanning
Reginald D. Fanning, Secretary

McKEOUGH LAND COMPANY, INC.

BY: [Signature]

ATTEST: _____

STATE OF WISCONSIN)
(SS.
COUNTY OF WOOD)

Personally came before me this 13th day of April, 2000, Richard L. Hilliker, Vice President, and Reginald D. Fanning, Secretary, of the above-named corporation, to me known to be the persons who executed the forgoing instrument, and to me known to be such Vice 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 WISCONSIN)
(SS.
COUNTY OF)

Personally came before me this 8th day of May, 2000, Leo S. Halinowski, Jr.
VICE PRESIDENT, and _____, of the above-named corporation, to me known to be the persons who executed the forgoing instrument, and to me known to be such VICE PRESIDENT and _____ of said corporation, and acknowledged that they executed the forgoing instrument as such officers as the deed of said corporation, by its authority.

Patrick D. Gieper
Notary Public, Columbia County, Wisconsin
My Commission

This instrument drafted by:
NICHOLAS J. BRAZEAU
Brazeau, Potter, Wefel, & Nettesheim
P.O. Box 639
Wisconsin Rapids, WI 54494
(715) 423-1400
NIB:nmd/tv/public/wrpo/nonexclusiveagreement2

EXHIBIT A

TO

FIRST ADDENDUM TO NONEXCLUSIVE LICENSE AGREEMENT

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, thence continuing S 88°54'50" W along an extension of the South line of said Lot 1 a distance of 47.05 feet to the POINT OF BEGINNING, thence continuing S 88°54'50" W along an extension of the South line of said Lot 1 to the Normal High Water line of "Petenwell Lake", thence Northeasterly along the Normal High Water line of said "Petenwell Lake" 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 to a point that is N 01°04'10" W a distance of 25.64 feet from the Northeast corner of said Lot 1, thence S 73°50'55" W a distance of 727.83 feet, thence S 62°59'43" W a distance of 229.95 feet, thence S 36°55'17" W a distance of 373.67 feet, thence S 34°59'01" W a distance of 340.78 feet, thence S 38°21'15" W a distance of 321.68 feet, thence S 43°12'55" W a distance of 338.17 feet to the POINT OF BEGINNING.