Landman Realty IIc 888-696-8695 www.TheLandman.net 393711 NONEXCLUSIVE LICENSE AGREEMENT Thie of Document Document Number Wei 2264 at 17 Recorded-Adams County WI Register of Deeds Office-lodi M. Helgeson-Register MAY 0 8 2000 Time: 1:10 PM Volume: 2264 Page: 17-26 Record this document with the Register of Deeds Name and Return Address: Atty. Nicholas J. Brazeau PO Box 639 Wisconsin Rapids, WI 54495-0639 (Parcel Identification Number) INFORMATION PROFESSIONALS COMPANY FOND DU LAC, WI 800-666-2021

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

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.

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)

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 Unit. 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.
- 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

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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 27^{+} day of May, 1982; and the said Curtis Fuller has executed this Agreement this 27^{+} day of May, 1982.

WISCONSIN RIVER POWER COMPANY

BY: Max O. Andrae, President

Ralph W. Hurrish, Secretary

Curtis Fuller

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STATE OF WISCONSIN) 155 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 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 Notary Public, Wood County, My Commission Is Permanent Wisconsin STATE OF ILLINOIS) COUNTY OF Personally came before me this a Curtis Fuller, to me known to be the person who executed the foregoing instrument and acknowledged the same. Notary Public, My Commission

This instrument drafted by:

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

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, 432.38 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°04'50"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-l 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.