

VOL 214 PAGE 228

GEO. E. COSTELLO, County Clerk, in the name of Marinette County, Wis., grantor of MARINETTE COUNTY, WISCONSIN,
hereby QUITCLAIMS to Kimberly-Clark Corporation, A Wisconsin Corporation located
at Neenah, Wisconsin-----

grantee of Neenah, Wisconsin----- for the sum of
Eighty-eight and 75/100-----(\$88.75)----- DOLLARS

the following tract of land in Marinette County, Wisconsin:

Part of the Northeast quarter of the Northwest quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Ten (10), Township Thirty-eight (38) North, Range Twenty (20) East, beginning at the Southeast (SE) corner, thence West along the South line of said forty to the Southwest (SW) corner, thence North Two hundred thirty-one (231) Feet, thence East and South to the East line of said forty, thence South One hundred seven (107) feet to the point of beginning.

Also Part of the Northwest quarter of the Northwest quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Ten (10), Township Thirty-eight (38) North, Range Twenty-(20) East, beginning at the Southwest (SW) corner, thence North along the Section line a distance of Three hundred fifty-five (355) feet, thence East and South to the line on the East side of said forty, thence South on the line Two hundred thirty-one (231) feet to the Southeast (SE) corner of said forty, thence West along the South line to the point of beginning.

This conveyance is subject to the following reservations or exceptions:

The grantor expressly excepting and reserving from said premises and every part thereof, and the grant hereby made, any and all ores, minerals, oil and gas that may be in or upon said premises, or any part thereof, and the right at any and all times to enter into or upon said premises or any part thereof, for the purpose of exploring and prospecting and there mine, drill, dig, take and carry away therefrom any, and all such ores, minerals, oil or gas for the sole use and benefit of said grantor, its successors or assigns, without let or hindrance from said grantee, his or her heirs, executors, administrators, successors, or assigns; and the grantor further accepts and reserves the right to store upon said premises all ores, minerals, oil or gas obtained therefrom, and all rights appurtenant to, and incidental to the exploring, prospecting, mining, drilling, digging, storing, and transporting of such ores, minerals, oil or gas.

This conveyance is subject to the following reservations, exceptions or incumbrances:

All easements, heretofore granted by prior owners or this grantor for aerial power lines, also the right of way of any and all public highways now upon or across said premises and the right of way of any and all fire lanes now upon or across said premises.

The grantor excepts and reserves in perpetuity full and free right and liberty at all times hereafter to relocate, alter or widen existing highway or fire lanes, and further reserves the right in perpetuity to lay out and construct public highways upon or across said premises, all without hindrance by the grantee, or his, her or its, successors in title, and without payment of compensation for the lands required and utilized.

It is covenanted by the grantee, and his, her or its successors in interest, that he, she or they will never call upon the public to build or finance any road to or upon said premises, and should the grantee, or his, her or its successors in interest, desire a highway to or upon said premises, it is covenanted that he, she or they will bear the entire burden for acquiring the necessary right of way and the construction of said highway, without expense or cost to the state of Wisconsin, the grantor, or any of its political subdivisions.

It is covenanted, understood and agreed that the reservations, exceptions and covenants herein contained, shall endure to the benefit of the state of Wisconsin, Marinette County and political subdivisions thereof.

WITNESS its hand and seal of said grantor, this 1st day of

October 19 53

IN PRESENCE OF

Francis Trottier

Christine Seymour

Christine Seymour

County Clerk of Marinette County, Wisconsin.

Geo. E. Costello

(SEAL)

STATE OF WISCONSIN.

MARINETTE COUNTY } ss.

Personally came before me this 1st day of October 1953, the above named GEO. E. COSTELLO, to me known to be the County Clerk of Marinette County, Wisconsin, who executed the foregoing instrument and acknowledged the same.

STATE OF WISCONSIN } ss.
County of Marinette

Notary Public, Marinette County, Wis.
November 18 56

Received for record this 4th day of

Oct. 4, 1953 at 10:50

at 4 M. and recorded in Volume

214 of Records, 6th page, 228

Ray H. Hallmann

388579

RESOLUTION # 47

RECORDED

VOL. 457 PAGE 438

RELEASING NEW HIGHWAY RESERVATIONS CONTAINED IN
MARINETTE COUNTY DEEDS

Marinette County Deeds
JUN 24 PM 3:47
MARINETTE COUNTY WIS.

WHEREAS, for many years, the following reservations were contained in most of Marinette County deeds:

The grantor reserves in perpetuity to itself and to its successors and assigns full and free right and liberty at any and all times hereafter to relocate, alter or widen existing public highways and fire lanes now situated upon or across said premises, or any part thereof, together with the right to lay out and construct new public highways upon or across said premises, or any part thereof, all without let or hindrance from the grantee(s), his, her, their or its successors in title, and without payment of any compensation for the lands required and utilized for said purposes; PROVIDED, however, that the said grantor, its successors or assigns will not destroy, nor unduly interfere with the normal use of any improvements on said premises without payment of reasonable compensation for actual damages caused thereby.

WHEREAS, those portions of the reservation reading, "relocate" and, "together with the right to lay out and construct new public highways upon or across said premises, or any part thereof", have caused title problems with grantees and successor grantees,

NOW, THEREFORE, BE IT RESOLVED BY the Marinette County Board of Supervisors that the aforementioned portions of the reservation reading, "relocate" and "together with the right to lay out and construct new public highways upon or across said premises, or any part thereof",

hereby be released, and the reservation remaining shall read:

The grantor reserves in perpetuity to itself, and to its successors, and assigns full and free right and liberty at any and all times hereafter to alter or widen existing public highways and fire lanes now situated upon or across said premises, or any part thereof, all without let or hindrance from the grantee(s) his, her, their or its successors in title, and with-

out payment of any compensation for the lands required and utilized for said purposes, PROVIDED, however, that the said grantor, its successors or assigns will not destroy, nor unduly interfere with the normal use of any improvements on said premises without payment of reasonable compensation for actual damages thereby.

BE IT FURTHER RESOLVED that a copy of this Resolution be recorded in the Office of the Register of Deeds of Marinette County.

Respectfully submitted this 18th day of January, 1977.

FORESTRY, OUTDOOR RECREATION AND PARKS COMMITTEE

W. Leshe *Robert E. Luthi*
Daniel D. Smith *Richard W. Vignier*
Herald Oehler

Motion by Supervisor Saler, supported by Supervisor Witt that the Clerk dispense with the second reading of said Resolution and adopt same. Motion carried. All voting aye.

STATE OF WISCONSIN
COUNTY OF MARINETTE (191)

I, Donald W. John, County Clerk for the County of Marinette, do hereby certify that the foregoing Resolution was adopted by the County Board of Marinette County on January 18, 1977.

Donald W. John
County Clerk, Marinette, Wisconsin

RECEIVED
REGISTER OF DEEDS
MARINETTE COUNTY, WIS.

1977 JAN 24 PM 3:47

RECORDED
388579

Marinette Co Clerk ³ Joo

MARINETTE COUNTY, a Wisconsin municipal corporation, grantor, hereby quit-claims to Village of Niagara-----

grantee(s) of Niagara, Wisconsin-----

for the sum of One & no/100-----Dollars

(\$ 1.00), the following tract of land situated in the County of Marinette and State of Wisconsin, to-wit:

The Northwest one quarter (NW) of the Northwest one quarter (NW) of Section Ten (10), Township Thirty-eight (38) North Range Twenty (20) East containing thirty and ninety-four one hundredths (30.94) acres more or less.

The purpose of this deed is to release the oil and mineral reservations reserved in a Quit Claim Deed dated October 1, 1953 in Volume 214 Page 228 of Deeds, Document 272913 in accordance with County Board Resolution No. 31 dated September 15, 1959.

It is also the purpose of this deed to release that part of the highway reservation reading "relocate" and "together with the right to lay out and construct new public highways upon or across said premises, or any part thereof" reserved in a Quit Claim Deed dated October 1, 1953 in Volume 214 Page 228 of Deeds, Document 272913 in accordance with the County Board Resolution No. 47 dated January 18, 1977. The reservation remaining shall read: the grantor reserves in perpetuity to itself, and to its successors, and assigns full and free right and liberty at any and all times hereafter to alter or widen existing public highways and fire lanes now situated upon or across said premises, or any part thereof, all without let or hindrance from the grantee (s) his, her, their or its successors in title, and without payment of any compensation for the lands required and utilized for said purposes, PROVIDED, however, that the said grantor, its successors or assigns will not destroy nor unduly interfere with the normal use of any improvements on said premises without payment of reasonable compensation for actual damages thereby.

All other reservations made by the county inure to the benefit of Marinette County.

1975 OCT 11 PM 2:13
RECORDED
MARINETTE COUNTY WIS

This conveyance is made subject to the following exceptions, reservations, conditions and covenants, to-wit:

Rights-of-way of any and all public highways and fire lanes, whether of record or unrecorded and regardless of how the same were originally established, now existing upon or across said premises or any part thereof.

Any and all easements of record heretofore granted by this grantor, or its predecessors in title, for power-lines, telephone lines or rights-of-way upon or across said premises or any part thereof.

The grantor reserves in perpetuity to itself and to its successors and assigns full and free right and liberty at any and all times hereafter to relocate, alter or widen existing public highways and fire lanes now situated upon or across said premises, or any part thereof, together with the right to lay out and construct new public highways upon or across said premises, or any part thereof, all without let or hindrance from the grantee(s), his, her, their or its successors in title, and without payment of any compensation for the lands required and utilized for said purposes; PROVIDED, however, that the said grantor, its successors or assigns, will not destroy, nor unduly interfere with the normal use of, any improvements on said premises without payment of reasonable compensation for actual damages caused thereby.

That the grantee(s) his, her, their or its successors in title shall never require any road to be constructed to or upon said premises at public expense.

That all exceptions, reservations, conditions and covenants herein contained shall enure to the benefit of the State of Wisconsin and Marinette County and the political subdivisions of each of them.

IN WITNESS WHEREOF, the said grantor, MARINETTE COUNTY, has caused this deed to be executed in its name and on its behalf by DONALD W. JOHN, its duly elected, qualified and acting County Clerk at the Marinette County Court House in the City and County of Marinette, Wisconsin, on this 5th day of October, A. D. 19 79.

In the presence of:

MARINETTE COUNTY, a Wisconsin municipal corporation,

Judy Berg

Judy Berg

Donna Joachim

Donna Joachim

By Donald W. John

Donald W. John, County Clerk

STATE OF WISCONSIN }
COUNTY OF MARINETTE } ss.

Personally came before me this 5th day of October, A. D. 19 79, the above named DONALD W. JOHN, County Clerk of MARINETTE COUNTY, a Wisconsin municipal corporation, and to me known to be such County Clerk, and acknowledged that he executed the above and foregoing deed in his official capacity as such County Clerk as the deed of said MARINETTE COUNTY and by authority of the Marinette County Board of Supervisors.

S. T. Loberger

S. T. Loberger

Notary Public, Marinette County, Wisconsin.

My commission expires April 18, 19 82

This instrument was drafted by the office of the County Clerk of Marinette County.

RECORDED
1979 OCT 11 PM 2:13
Office of Notary Public
REGISTER OF DEEDS
OF MARINETTE COUNTY, WIS.

RECORDED
411097
MARINETTE COUNTY
Office of Notary Public
REGISTER OF DEEDS
OF MARINETTE COUNTY, WIS.

Quintain Bern

Marinette County
300

423358

RECORDED
MT 0895 #39

SEP 15 PM 1:19

WARRANTY DEEDREGISTERED
OF MARINETTE COUNTY, WIS.

THIS DEED, Made between the Village of Niagara, a Municipal Corporation, Grantor, and Diamond Enterprises, a Wisconsin partnership consisting of Wilfred J. Goudreau and Nancy L. Goudreau as to fifty percent of said partnership and Raymond C. Goudreau and Lisa J. Goudreau as to fifty percent, Grantees.

WITNESSETH, That the said Grantor, for a valuable consideration of Six Thousand (\$6,000.00) Dollars conveys to Grantees the following described real estate in Marinette County, Wisconsin:

A parcel of land located in the Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$ -NW $\frac{1}{4}$) of Section Ten (10), Township Thirty-eight (38) North, Range Twenty (20) East, 4th P.M., Village of Niagara, County of Marinette, State of Wisconsin, more particularly described by metes and bounds as follows:

Commencing at the Northwest Corner of Section 10, T38N-R20E; thence running South 16°12'20" East for a distance of 609.91 feet; thence running North 72°27'40" East for a distance of 33.01 feet to an iron pin located on the Easterly Right-of-Way Line of Tyler Road and the Point of Beginning of the parcel to be described; thence continuing to run North 72°27'40" East for a distance of 434.18 feet to an iron pin located on the westerly line of the former "Woodyard Road"; thence running North 61°03'20" West along said Road line for a distance of 248.32 feet; thence running in a Northwesterly direction along a 261.9 foot radius curve concave to the left for a distance of 172.41 feet (Long chord bears North 73°09'20" West, 169.32 feet); thence running South 88°02'30" West along the southerly line of the former "Woodyard Road" for a distance of 127.70 feet to a point on the Easterly Right-of-Way Line of "Tyler Road"; thence running South 17°26'45" East along said Right-of-Way Line for a distance of 309.93 feet to the Point of Beginning. Bearings are referenced to the west line of Section 10 which has a bearing South of 00°05' West. Parcel contains 1.92 acres, more or less.

The Grantees are aware that the above described parcel is located in the vicinity of the existing solid waste disposal site maintained by the Village of Niagara, Wisconsin. As a further consideration of this conveyance, the Grantees covenants to take no action whatsoever against the Village of Niagara for any conditions of any kind, type or nature resulting from the operation of the



I 7309

landfill while the landfill is in existence or at any time thereafter. The Grantees are further aware that the Village of Niagara may at some time in the future expand said landfill operation and the Grantees covenant to grant any waivers or permission necessary to accomplish said expansion to the Village of Niagara without any compensation whatsoever.

THE COVENANTS CONTAINED HEREIN ARE BINDING UPON THE GRANTEES, THEIR HEIRS, PERSONAL REPRESENTATIVES OR ASSIGNS, AND SPECIFICALLY RUN WITH THE LAND.

Together with all and singular the hereditaments and appurtenances thereunto belonging;

And the Village of Niagara warrants that the title is good, indefeasible in fee simple and free and clear of encumbrances and will warrant and defend the same.

Dated this 11th day of September, 1981.

VILLAGE OF NIAGARA

Elizabeth O'Neill (SEAL)
Elizabeth O'Neill

By George Bousley (SEAL)
George Bousley, President

Marjorie Liebergen (SEAL)
Marjorie Liebergen

By Geraldine Brault (SEAL)
Geraldine Brault, Clerk

STATE OF WISCONSIN)
COUNTY OF MARINETTE) SS.

Personally came before me, this 11th day of September, 1981, the above named George Bousley and Geraldine Brault, President and Clerk, respectively, of the Village of Niagara, to me known to be the same persons who executed the foregoing instrument and acknowledged the same.



Denise J. Sauld
Denise J. Sauld, Notary Public
Marinette County, Wisconsin
My commission expires: 1/24/82

THIS INSTRUMENT DRAFTED BY:
JOHN D. PAYANT, ATTORNEY
112 EAST "B" STREET
IRON MOUNTAIN, MICHIGAN 49801

RECORDED
423358
SEP 15 PM 4:10

IN CONSIDERATION of the sum of One Dollar (\$1.00) and other valuable consideration paid by WISCONSIN MICHIGAN POWER COMPANY to the undersigned grantor~~s~~, said grantor~~s~~ do~~es~~ hereby grant unto the said Company, its successors and assigns, the right to erect and maintain a transmission line of poles and wires (or towers and wires) together with anchors, guy wires and such other appurtenances as may, from time to time, be necessary or convenient for the purpose of transmitting electric energy for public purposes over and across (or along highways abutting) the following described lands owned by the grantor~~s~~ in the County of Marinette, State of Wisconsin, to wit:

Government Lot Two (2) of Section 5, the Northwest of the Northwest (NW~~1~~SW~~1~~) of Section 10, and the Northeast of the Northeast (NE~~1~~NE~~1~~), being lots 10 through 18 of Block 1 and lots 10 through 18 of Block 2, Ruelle's Addition, of Section 9, Town 38 North, Range 20 East, Village of Niagara and Town of Niagara.

The center line of the route upon which such line is to be constructed and maintained shall be as follows:

Beginning at a point on the south bank of the Menominee River 1,320' more or less north of the south section line of Section 5 in Niagara Township and 110' more or less west of the north and south quarter line; thence running south 26° 38' east a distance of 445' more or less to a point on the north and south quarter line and 935' more or less north of the south section line.

Also beginning at a point in Section 9, Village of Niagara, 305' more or less south of the north section line and 1,070' more or less west of the east section line; thence running east and parallel to the north section line a distance of 1,070' more or less to a point on the east section line and 305' more or less south of the north section line.

Also beginning at a point in Section 10, Village of Niagara, 705' more or less south of the north section line and 265' more or less east of the west section line; thence running south 17° 23' east a distance of 459' more or less; thence running south 34° 41' west a distance of 195' more or less to a point on the north eighth line and 285' more or less east of the west section line.

Together with the right to cut down, remove, trim and keep trimmed all trees necessary to be cut down or trimmed in order to clear such transmission line by twenty (20) feet; and to relocate said line in a corresponding position in respect of the highway upon, or adjacent

- 2 -

to which such line is erected in the event such highway be widened or relocated by public authority so as to interfere with such line.

The Company shall be liable for all damages which may be sustained by livestock, growing crops or fences, arising by reason of the construction and operation of said line.

Nothing herein contained shall prevent the grantor from exploring and mining all minerals in said lands.

IN WITNESS WHEREOF, this instrument has been duly executed by the grantor this 13th day of March, 1951.

WITNESSES:

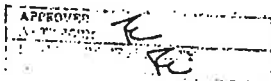
MARINETTE COUNTY

Geo E. Costello
Geo E. Costello
Francis X. Trotter
Francis X. Trotter

Henry Strehlau (L.S.)
Board Chairman
Henry Strehlau
County Clerk (L.S.)
Geo. E. Costello

Easement No.

1253-A	Lot 2	Sec. 5
8513	NW1/4	Sec. 10
8523	NE1/4	Sec. 9



- 3 -

STATE OF Wisconsin }
 County of Marquette } SS.

PERSONALLY, came before me this 13th day of March,
 1951, the above named Henry Strehlman and George J. Costello
 to me known to be the persons who executed the foregoing instrument and
 severally acknowledged the same.



Francis X. Trotter
 NOTARY PUBLIC Francis X. Trotter

County Marquette

State of Wisconsin

My commission expires Nov 23-1952
 Nov. 23, 1952

264495

STATE OF WISCONSIN }
 County of Marinette }
 Received for Record this 8th day of
May 1951 at 9:55
 o'clock A. M. and recorded in Vol.
108 of Deeds on Page 341
Ray H. Williams
 Register of Deeds

Wm. H. Farnum Co.

JUL 18 10 46

450855

For use by the State of Wisconsin,
Individual and Corporate
C.I.B. and U.G. Extension

RECORDED

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00)

the receipt whereof is hereby acknowledged, ROBERT R. GUNVILLE, JR.

JUL 15 AM 9:04

P O Box 77, Niagara, WI 54151_____, owner, and grantor, hereinafter referred to as grantor,
does hereby convey and warrant untoReturn to:
Wisconsin Electric Power Co.
P O Box 769
Iron Mountain, Michigan 49801

WISCONSIN ELECTRIC POWER COMPANY

231 West Michigan Street, Milwaukee, WI

grantee, its successors and assigns, hereinafter referred to as grantee, the right, permission and authority to construct, install, operate, repair, maintain and replace a line of poles, together with the necessary crossarms, transformers, anchors, guy wires, brace poles and other appliances necessary and usual in the conduct of its business, and to string, operate, maintain and replace wires and cables thereon, and to construct, install, operate, repair, maintain and replace conduit and cables underground, together with riser equipment, pedestals, terminals, markers, manholes and other appurtenant equipment; also the right, permission and authority to construct, install, operate, repair, maintain and replace (a) electric pad-mounted transformer(s), (an) electric pad-mounted switch-fuse unit(s), together with (a) concrete slab(s), secondary power pedestal(s) and other necessary and usual appurtenant equipment above ground, all for the purpose of transmitting electric energy for light, heat, power and signals, or for such other purposes as electric current is now or may hereafter be used, upon, along, over, across, within and beneath an easement strip 30 feet in width being a part of my premises in the Northwest 1/4 of the Northwest 1/4 of Section 30, Township 38 North, Range 20 East in the Village of Niagara, Marinette County, Wisconsin.

The location of the easement ~~for xxxxx xxxxxx~~ (center line, _____) with respect to the premises of the grantor is as shown on the drawing attached hereto, marked Exhibit "A" and made part hereof.

The right, permission and authority is also granted to said grantee to construct, install, operate, maintain and replace underground service laterals or overhead conductor service drops upon and over, in and under the grantor's premises for the purpose of extending electric service to said premises. Said underground service lateral or overhead conductor service drops are to be installed at such time and in such locations as grantee may deem it necessary.

The right, permission and authority is also granted to said grantee to relocate said lines in a corresponding position with respect to the highway upon or adjacent to which such lines are located in the event such highway be widened or relocated by public authority so as to interfere with such lines.

The right, permission and authority is also granted to said grantee to trim and keep trimmed all trees, shrubbery and brush, including roots, now or hereafter existing along said lines so that they will clear wires and cables, now or hereafter strung, by as much as eight (8) feet, and so that the trees will not be liable to interfere with the transmission of electricity over said lines; also the right to cut down trees and remove shrubbery, brush and roots where, in the opinion of the grantee, it is found impractical to maintain clearance by trimming, or where said trees, shrubbery, brush and roots interfere with the installation, operation or maintenance of underground facilities or represent a hazard to such facilities.

The grantor covenants and agrees that no building or structure will be erected over and/or under or placed in such close proximity to said underground and/or above ground electric facilities as to interfere with construction, operation and maintenance of such facilities, or to create a violation of the Wisconsin State Electrical Code or any amendments thereto.*

The grantor further covenants and agrees that after the installation and construction of said facilities, the elevation of the existing ground surface within the easement area will not be altered by more than four (4) inches without the written consent of grantee.

The grantee and its agents shall have the right to enter the premises of the grantor for the purpose of exercising the rights herein acquired, but the grantee shall restore or cause to have restored the premises of the grantor, as nearly as is reasonably possible, to the condition existing prior to such entry by the grantee or its agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities or to any trees, shrubbery, brush and roots which may be removed at any time pursuant to the rights herein granted. Grantee shall make payment for damage, if any, to crops, fences, domesticated animals caused by its acts.

This grant of easement shall be binding upon and/or inure to the benefit of the heirs, successors and assigns of all parties hereto.

*Michigan laws, rules, regulations and orders regarding electrical safety shall apply for all facilities installed within the State of Michigan.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
 this 4th day of June, 1985, and the said XXXXXX
~~has caused these presents to be signed by its~~
~~and attested to by its~~ President
~~and its corporate seal to be hereunto affixed this~~
~~day of~~ XXXXXX

In Presence Of:
X Julia R. Woodman
X Jacques Genere

X [Signature] (SEAL)
 Robert R. Gunville, Jr. (SEAL)
 (SEAL)
 (SEAL)

By _____ President

ATTEST:

By _____

STATE OF WISCONSIN)
 : SS
 MARINETTE COUNTY)

Personally came before me this 4th day of JUNE, 1985, the above
 named ROBERT R. GUNVILLE, JR.
 to me known to be the person who executed the foregoing instrument and acknowledged the same.

Marianne Strain
 Notary Public, MARINETTE Co., Wis.
 My commission expires 1/29/89

STATE OF WISCONSIN)
 : SS
 _____ COUNTY)

Personally came before me this _____ day of _____, 19____, the above
 named _____
 to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, _____ Co., Wis.
 My commission expires _____

STATE OF WISCONSIN)
 : SS
 _____ COUNTY)

Personally came before me this _____ day of _____, 19____,
 _____ President,
 and _____, of the above
 named corporation, _____, a
 _____ corporation, known to me to be the persons who executed the foregoing instrument and
 to me known to be such _____ President and _____ of said corporation, and
 acknowledged that they executed the foregoing instrument as such officers, as the deed of said corporation, by its authority.

APPROVED:

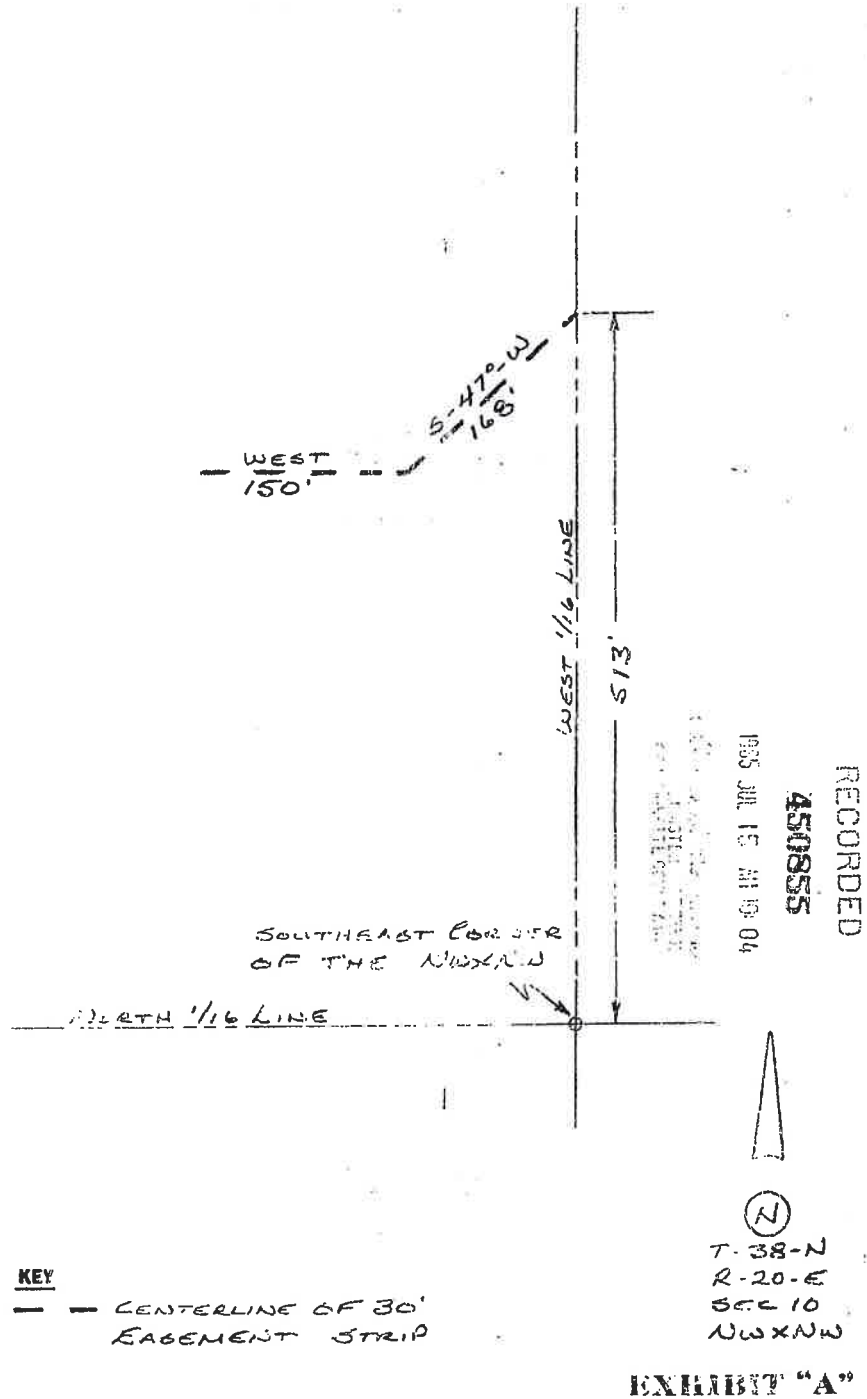
Initials	Date
LR	5/31/85
RC	5/31/85

I.D.O. 1533731A

Notary Public, _____ Co., Wis.
 My commission expires _____

This instrument was drafted by Michael Richmond on behalf of Wisconsin Electric Power Company.

18140 48



REVISIONS	WISCONSIN ELECTRIC POWER COMPANY	DRAWN BY RICHMOND
	ROBERT R. CONVILLE LANDS	CHECKED BY J.D.
	VILLAGE OF NIAGARA	APPROVED BY
	MARINETTE CO. WIS.	SCALE: N.T.S.
		DATE 5-21-85
		NO 153373/A

Lot # 763-1483 Form 2062-22 41-150J

3.

DOC. #: 803012
RENEE MILLER
MARINETTE COUNTY
REGISTER OF DEEDS
May 02, 2016 3:33 PM
Fee Amount: \$30.00

DISTRIBUTION EASEMENT
UNDERGROUND

Document Number

WR NO. 3809949 IO NO. 5427

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **ROBERT R. GUNVILLE, JR.**, hereinafter referred to as "Grantor", owner of land, hereby grants and warrants to **WISCONSIN ELECTRIC POWER COMPANY**, a Wisconsin corporation doing business as **We Energies**, hereinafter referred to as "Grantee", a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area".

The easement area is described as a strip of land 12 feet in width being part of the Northwest 1/4 of the Northwest 1/4, Section 10, Township 38 North, Range 20 East, Village of Niagara, Marinette County, Wisconsin; Grantors land more particularly described in that certain **Warranty Deed, Doc. No. 439782, JKT 1462/06**, recorded in the Office of Register of Deeds, Marinette County, Wisconsin.

The location of the easement area with respect to Grantor's land is as shown on the attached drawing, marked Exhibit "A", and made a part of this document.

RETURN TO: 30-
We Energies
PROPERTY RIGHTS & INFORMATION GROUP
231 W. MICHIGAN STREET, ROOM A252
PO BOX 2046
MILWAUKEE, WI 53201-2046

261-00089.002
(Parcel Identification Number)

- Purpose:** The purpose of this easement is to install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted switch-fuse units, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by Grantee, all to transmit electric energy, signals, television and telecommunication services, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.
- Access:** Grantee or its agents shall have the right to enter and use Grantor's land with full right of ingress and egress over and across the easement area and adjacent lands of Grantor for the purpose of exercising its rights in the easement area.
- Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric codes or any amendments thereto.
- Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.
- Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to the initial installation of said facilities or any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.
- Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until some time in the future, and that none of the rights herein granted shall be lost by non-use.
- Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

Grantor:

ROBERT R. GUNVILLE, JR

By: 
ROBERT R. GUNVILLE, JR

Acknowledged before me in Marquette ²⁰¹⁵ ~~13th of August~~ County, Wisconsin, on 8/13, 2015,
by ROBERT R. GUNVILLE, JR.


Notary Public Signature, State of Wisconsin

Susan Holmes
Notary Public Name (Typed or Printed)

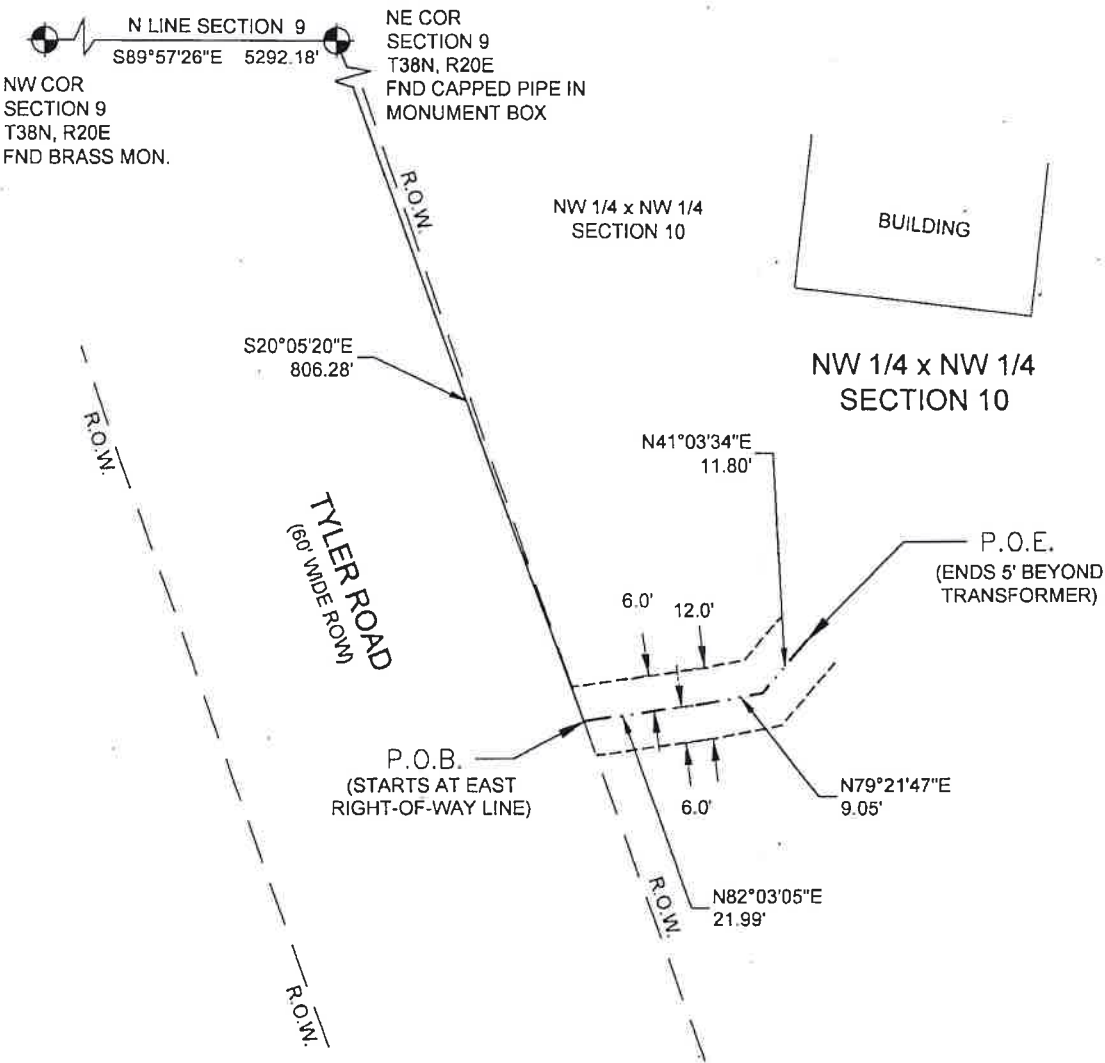
(NOTARY STAMP/SEAL)

My commission expires 09/16/17

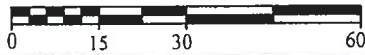
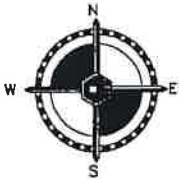


EXHIBIT "A"

PART OF THE NW 1/4 OF THE NW 1/4, SECTION 10, T38N, R20E,
CITY OF NIAGARA, MARINETTE COUNTY, WISCONSIN



KEY	
-----	CENTERLINE OF EASEMENT
-----	12' WIDE EASEMENT



WORK REQUEST NO. WW3809949

DATE: 10/8/15



COLEMAN ENGINEERING COMPANY
ENGINEERING-SURVEYING-GEOTECHNICAL
635 CIRCLE DRIVE
IRON MOUNTAIN, MICHIGAN 49801
PHONE: (906) 774-3440 FAX: (906) 774-7776
E-MAIL: ironmountain@coleman-engineering.com

CEC JOB#15384

Page 1 of 1

PROPERTY SKETCH

PROPERTY OWNER: _____
LOCATION DESCRIPTION: Part of the NW 1/4 of the NW 1/4,
Section 10, T38N, R20E, City of Niagara, Marinette County,
Wisconsin
SKETCH SCALE: 1" = 30'