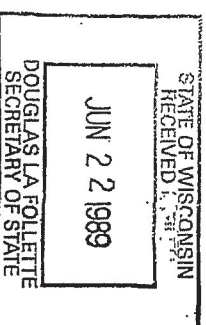


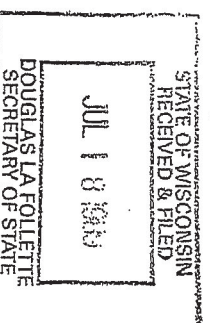
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It is understood that:

- A) This Easement grants no rights to the general public for access to or entry upon the easement area or access to or entry upon those adjacent lands owned by Grantor lying above the ordinary high water mark of the St. Louis River;
- B) Grantee, its agents, officers, and employees, shall have the right to enter the easement area by water for the purpose of inspection or maintenance of the easement area or for the purpose of placing or removing any material, fill, structures, or objects on or from the easement area;
- C) The City, its successors and assigns, shall not perform any alteration of the easement area; shall not place any structure or material on, over, or under the easement area; shall not remove or destroy any plants within the easement area; and shall not convey any other easement for any purpose, including but not limited to, road or utility easements upon the easement area without the prior written authorization of the Grantee;
- D) To the extent provided by law, the Grantee shall hold the City harmless for the negligent acts or omissions of the Grantee's officers or employees arising out of the Grantee's use and enjoyment of the premises.

The consideration for the granting of this easement is the issuance by the Grantee of a permit which discontinues a bird sanctuary on a parcel of land known as Barkers Island in the City of Superior, Wisconsin. Further consideration is the termination by grantee of any and all agreements between it and the City for the construction, management, maintenance, or use of said Barkers Island as a bird sanctuary. The consideration for the granting of this easement is the removal of all restrictions on use, conveyance, or title arising from the creation of said bird sanctuary in Division of Natural Resources Hearings Permits 3-NW-702, 3-NW-78-501, and 3-NW-78-005 issued on April 17, 1978 by hearing examiner Joseph Schaeve.



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IN WITNESS WHEREOF, the said City has caused these presents to be signed by Herbert W. Bergson, its Mayor, and countersigned by Margaret Ciccone, its Clerk, at Superior, Wisconsin, and its corporate seal to be hereunto affixed this 3 day of October, A.D., 1988.

SIGNED AND SEALED IN PRESENCE OF CITY OF SUPERIOR, WISCONSIN
Corporate Name

Janet M. Meckman

Herbert W. Bergson

Joan H. Hannon

Countersigned: Margaret Ciccone
Clerk

STATE OF WISCONSIN)
DOUGLAS COUNTY) ss.

Personally came before me, this 3 day of October, 1988, Herbert W. Bergson and Margaret Ciccone, Mayor and City Clerk of the City of Superior respectively, and to me known to be Mayor and City Clerk of said City of Superior, and acknowledged that they executed the foregoing instrument as such officers as the deed of said City by its authority.

Notary Public, Douglas, County, Wis
My commission expires 6-4-89

Steven H. Schweppe

This instrument drafted by
Steven H. Schweppe

