

618767

VOL 482 PAGE 878

DOCUMENT NO.

LIMITED DEVELOPMENT EASEMENT

RECORDING DATA
OFFICE OF REGISTER OF DEEDS
DOUGLAS COUNTY WISCONSIN

Received for record this

MAR 1 1989 at 11:00

o'clock A. M. and recorded
in Volume 482 of

Records on page 878

John P. Howard REGISTER
RETURN TO: CLERK

THIS EASEMENT, made this 3rd day of October, 1988,
by and between THE CITY OF SUPERIOR, WISCONSIN, (hereinafter also
referred to as the City, and the STATE OF WISCONSIN (Department of
Natural Resources), Grantee.

WHEREAS, the City is the owner in fee simple of certain submerged
lands which lie beneath the St. Louis River in Douglas County,
Wisconsin, and

WHEREAS, the Grantee wishes to protect these lands as fish and
wildlife habitat; and

WHEREAS, the Grantee wishes to use these lands to enhance fish
and wildlife habitat;

NOW, THEREFORE, in consideration of the conditions and covenants
set forth below and upon the occurrence of the events set forth in
Section (2) below, the City conveys to the Grantee, an easement for
the purpose of maintaining and enhancing fish and wildlife habitat on,
under, in, and over the following described real estate:

Government Lot 5 and that part of the
Northeast Quarter (NE 1/4) of the Southwest
Quarter (SW 1/4) lying southwesterly of the
U.S. Highway 2 right-of-way, Section 16,
Township 49 North, Range 14 West, City of
Superior, Douglas County, Wisconsin, subject
to any leases, easements or agreements of
record.

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.

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. Heckman

Herbert W. Bergson Mayor

Laura Larson

Countersigned

Margaret Ciccone Clerk

STATE OF WISCONSIN)
(ss.
DOUGLAS COUNTY)

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.

Theresa Hamstris

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

This instrument drafted by
Steven H. Schweppe

DOCUMENT NO

649265

STATE BAR OF WISCONSIN FORM 3—1982
QUIT CLAIM DEED

THIS SPACE RESERVED FOR RECORDING DATA

VOL 539 PAGE 464

OFFICE OF REGISTER OF DEEDS
DOUGLAS COUNTY WISCONSIN

Received for record this

NOV 20 1992 at 8:00

o'clock 5:59 A. M. and recorded

in Volume 539

records on page 464

By P. J. ... REGISTER

RETURN TO
Frederick Paine
104 E. 5th Street
Superior, WI. 54880 \$10.00pCITY OF SUPERIOR, a Municipal corporation,
GRANTOR,quit-claims to FREDERICK PAINE, a married man and
NANCY K. PAINE, his wife, GRANTEES,the following described real estate in DOUGLAS County,
State of Wisconsin:

Tax Parcel No:

FEE

77.25 (2)

EXEMPT

All that part of the NW 1/4 - SW 1/4, NE 1/4 - SW 1/4,
SE 1/4 - SW 1/4 and the SW 1/4 - SE 1/4 of Section 16,
Town 49 North, Range 14 West, City of Superior, Douglas
County, Wisconsin, lying north of the north line of
Belknap Street and south of the south line of USH 2
EXCEPT those parcels described in Volume 222, Page 240,
Volume 243, Page 451, Volume 297, Page 172, Volume 289,
Page 151, Volume 87, Page 127, Volume 310, Page 98.

This conveyance is subject to the following: Grantees shall pave and
install concrete curb and gutter improvements, in accordance with City
of Superior Code and specifications, for a distance of approx. 600 feet
on New York Avenue, North of Belknap Street. Grantees shall provide and
pay for sanitary sewer and water connections pursuant to City of Superior
specifications. In the event Grantees do not perform the foregoing with-
in two (2) years from the date of this conveyance, the above described
property shall revert to the Grantor, and Grantees shall have no right,
title or interest in the same.

This is not homestead property.
(is) (is not)

Dated this 17th day of November, 1992.

(SEAL)

(SEAL)

Herb W. Bergson, Mayor

(SEAL)

(SEAL)

Margaret Ciccone, City Clerk

AUTHENTICATION

Signature(s)

authenticated this day of, 19.....

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not,
authorized by § 706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY

Tom Hayden

City Attorney

ACKNOWLEDGMENT

STATE OF WISCONSIN

Douglas County.

Personally came before me this 17th day of
November, 1992 the above named
Herb W. Bergson, Mayor and
Margaret Ciccone, City Clerk of
the City of Superior,

to me known to be the person who executed the
foregoing instrument and acknowledged the same.

Rani Gill

Notary Public Douglas County, Wis.
My Commission is permanent and does not expire

DOCUMENT NO

662772

STATE BAR OF WISCONSIN FORM 3 — 1982

QUIT CLAIM DEED

569 929

THIS SPACE RESERVED FOR RECORDING DATA

OFFICE OF REGISTER OF DEEDS
DOUGLAS COUNTY WISCONSIN

Received for record this

APR 20 1994 at 3:30

o'clock P M. and recorded
In Volume 569 of
records on page 929

J. M. H. H. REGISTER

RETURN TO
City of Superior
1407 Hammond Avenue
Superior, WI 54880
\$10.00 paid (cash)CITY OF SUPERIOR, a municipal corporation,
GRANTOR,quit-claims to FREDERICK PAINE, a married man and
NANCY K. PAINE, his wife, GRANTEES,the following described real estate in DOUGLAS County,
State of Wisconsin:

Tax Parcel No:

All that part of Government Lot 5, NE 1/4 - SW 1/4,
SE 1/4 - SW 1/4 and the SW 1/4 - SE 1/4 of Section 16,
Town 49 North, Range 14 West, City of Superior, Douglas
County, Wisconsin, lying north of the north line of
Belknap Street and south of the south line of USH 2
EXCEPT those parcels described in Volume 222, Page 240,
Volume 243, Page 451, Volume 297, Page 172, Volume 289,
Page 151, Volume 310, Page 98, Volume 308, Page 280.

FEE

77.25(2)

EXEMPT

This conveyance is subject to the following: Grantees shall pave and
install concrete curb and gutter improvements, in accordance with City
of Superior Code and specifications, for a distance of approx. 600
feet on New York Avenue, North of Belknap Street. Grantees shall
provide and pay for sanitary sewer and water connections pursuant to
City of Superior specifications. In the event Grantees do not perform
the foregoing within two (2) years from the date of this conveyance,
the above described property shall revert to the Grantor, and Grantees
shall have no right, title or interest in the same.

This Deed is being re-recorded to correct an erroneous description in
that certain Deed recorded in Volume 539, Page 464, in Document No.
649265.

This is not homestead property.
(is) (is not)

Dated this 12th day of April, 19 94.

(SEAL)

(SEAL)

Herb W. Bergson, Mayor

(SEAL)

(SEAL)

Margaret Ciccone, City Clerk

AUTHENTICATION

Signature(s)

authenticated this day of, 19.....

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not,
authorized by § 706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY

Thomas N. Hayden

City Attorney

ACKNOWLEDGMENT

STATE OF WISCONSIN

Douglas County.

Personally came before me this 12th day of
April, 19 94

the above named
Herb W. Bergson, Mayor and Margaret
Ciccone, City Clerk of the City
of Superior, Grantor,

to me known to be the person S who executed the
foregoing instrument and acknowledge the same.

Rani Gill

Notary Public

Douglas