

Tuesday, February 13, 2024  
5:00PM

Tomahawk City Hall  
23 N 2<sup>nd</sup> Street, Tomahawk, WI

**AGENDA**

**COMMITTEE  
MEMBERS**

MICKEY LOKA  
DISTRICT 1  
CHAIRPERSON

PAT HASKIN  
DISTRICT 1

JEFF KAHLE  
DISTRICT 2

DALE ERNST  
DISTRICT 2

STEVE "DING" BARTZ  
DISTRICT 3

The Committee meeting will be held both in person and virtually. If you are attending remotely, you can do so by either of the following ways:

**US Toll Free:**  
1-888-475-4499  
**Access Code:**  
903 385 0484  
**Passcode:** 54487

-OR-

Via a smart device or computer:  
[www.zoom.com](http://www.zoom.com)

- A. **CALL TO ORDER**
- B. **PUBLIC COMMENTS** – During this item on the agenda the Committee listens to oral comments from members of the public on non-agenda items. When speaking please state your name and limit your time to five minutes.
- C. **OTHER BUSINESS**
  - 1. Review of City Owned Property
    - a. General Review
    - b. Tax Deed Properties
    - c. Bradley Co. River Frontage
- D. **NEXT MEETING**
  - 1. February 27<sup>th</sup>, 2024 at 5:30 p.m. (following Health and Safety Committee)
- E. **ADJOURN**

Any additions to this agenda will be added to the original posted at City Hall. Any person who has a qualifying disability as defined by the Americans with Disabilities Act, that requires the meeting or materials at the meeting to be in an accessible location or format must contact the Clerk-Treasurer at City Hall, 453-4040, at least three days prior to the meeting so any necessary arrangements can be made to accommodate each request.

<b>PIN</b>	<b>Description</b>	<b>Use</b>	<b>Site Address</b>	<b>Acres</b>	<b>Date Acquired</b>	<b>Group</b>	<b>Department</b>
28635063440011	Harley Davidson Parking Lot	Facility	15 S 8th St	-		Parking Lot	Other
28635063440012	Harley Davidson Parking Lot	Facility	404 S 8th St	-		Parking Lot	Other
28635063440013	Harley Davidson Parking Lot	Facility	416 E Wisconsin Av	-		Parking Lot	Other
28635063440014	Harley Davidson Parking Lot	Facility	418 E Wisconsin Av	-		Parking Lot	Other
28635063440123	Harley Davidson Parking Lot	Facility		-		Parking Lot	Other
28635063510111	CESA 9 Building	Facility	304 Kaphaem Rd	5.50		Buildings & Improvement	Other
00435062019998	Green Box Road	Facility	W6604 Green Box Rd	40.00		Land	Police Dept
28634060440002	Mohawksin add'n dedicated to the public	Land	Along Lake Mohawskin - Hwy 86	-		Land	Parks
28634060440002	Mohawksin add'n dedicated to the public	Land	Along Lake Mohawskin - Hwy 86	-		Land	Parks
28634060320026	Fuzzy's Auto	Facility	404 S Tomahawk Ave	-		Buildings & Improvement	Other
28635063430076	Cover to Cover	Tax Deed Property	202 W Wisconsin Av	-	1/16/2019	Buildings & Improvement	Other
28635063430173	Clothes Hamper	Tax Deed Property	3 W WISCONSIN AVE TOMAHAWK 54487	-	5/19/2021	Buildings & Improvement	Other
28635063440148	Tax Deed Property (Burned House)	Tax Deed Property	429 E Somo Av	-		Buildings & Improvement	Other
28635063410027	Deer Park Rd	Land	Deer Park Road	-		Land	Parks
28634060210019	Lot at the end of Pine Ridge Ln	Storage	Pine Ride Ln	2.22		Land	Public Works
28634060210044	Lincoln Industries Building	Storage	1775 Kaphaem Rd	19.26		Buildings & Improvement	Other
28635063430185	Police Storage	Storage	23 N 4th St (Building)	-	9/30/2013	Buildings & Improvement	Police Dept
28635063430186	Police Storage	Storage	27 N 4th St (Parking Lot)	-	9/30/2013	Buildings & Improvement	Police Dept
28634060310131	Corner LotCorner of Southgate and LP Enterance	Vacant	Southgate Dr	2.57		Land	Other
28635063520055	Lot on King Rd	Vacant		-		Land	Other
28635063520061	Lot on King Rd	Vacant		-		Land	Other

## CITY OF TOMAHAWK

PIN	Asset No.	Description	Use	Site Address	Acres	Date Acquired	Group
00434061019991		Wastewater Treatment Plant	Facility	W5846 Dean Rd	6.00		Buildings & Improvement
00435062019998		Green Box Road	Facility	W6604 Green Box Rd	40.00		
00435062349994		New Well Site	Vacant		6.00		
00435062539987		River Frontage	Vacant		6.50		
00435062539997		River Frontage	Vacant		1.14		
00435063139991		Airport Lands	Vacant		40.00		
00435063139992		Airport Lands	Vacant		36.26		
00435063219992		River (underwater)	Unusable		38.17		Land
00435063219993		River (underwater)	Unusable		38.75		Land
00435063219997		River (underwater)	Unusable		37.50		Land
00435063229999		River (underwater)	Unusable		30.00		Land
00435063249952		River (underwater)	Unusable		34.30		Land
00435063249993		River (underwater)	Unusable		14.00		Land
00435063249997		River (underwater)	Unusable		35.00		Land
00435063249998		River (underwater)	Unusable		26.80		Land
28634060210019		Lot at the end of Pine Ridge Ln	Storage	Pine Ride Ln	2.22		Land
28634060210044		Lincoln Industries Building	Storage	1775 Kaphaem Rd	19.26		Buildings & Improvement
28634060310088		Morren Rd	Right-of-Way	Morren Rd	-		Land
28634060310131		Corner LotCorner of Southgate and LP Entrance	Vacant	Southgate Dr	2.57		Land
28634060310139		Railroad Spur	Other	RR Spur into LP	3.06		Land
28634060310142		Water Department	Facility	102 Water Works Rd	-		Buildings & Improvement
28634060310156		Abandoned Railroad BedRecreation Trail	Trail		-		Land
28634060310157		Abandoned Railroad BedRecreation Trail	Trail		-		Land
28634060310158		Marin Dr	Right-of-Way	Martin Dr	0.79		
28634060310179		Undeveloped ROWRight-of-Way	Right-of-Way - Undeveloped	County Road S	-		
28634060310190		Theiler Dr	Right-of-Way	15' edge on Theiler Dr	0.07	12/9/2002	Road
28634060310192		Theiler Dr	Right-of-Way	15' edge on Theiler Dr	0.15	12/9/2002	Road
28634060310194		Theiler Dr	Right-of-Way	15' edge on Theiler Dr	0.03	12/9/2002	Road
28634060310209		Bike Trail (S Tomahawk Ave)	Trail	S Tomahawk Av	-		
28634060310211		Bike Trail (S Tomahawk Ave)	Trail	S Tomahawk Av	-		
28634060319998		Esker Heights Dr	Right-of-Way	Esker Heights Dr	2.01		Road
28634060320026		Fuzzy's Auto	Other	404 S Tomahawk Ave	-		
28634060320031		Alley behind 414 S Tomahawk AvRight-of-Way	Right-of-Way - Alley	Alleyway	-		
28634060410059		Frenchtown Breach	City Park	French Town Beach	-		Land
28634060410081		Frenchtown Park	City Park	Frenchtown Park	-		Buildings & Improvement
28634060410130		Yardwaste Site	Facility	Yardwaste Site	-		
28634060410132		Bradley Park	City Park		-		Buildings & Improvement
28634060410171		Vink St	Right-of-Way	Vink St	-		Road
28634060410177		Railroad	other	RR Spur by yard waste site	-		Land
28634060440002		Mohawksin add'n dedicated to the public	Bradley Co. River Frontage	Along Lake Mohawskin - Hwy 86	-		Land
28634060440002		Mohawksin add'n dedicated to the public	Bradley Co. River Frontage	Along Lake Mohawskin - Hwy 86	-		Land
28634060510004		PFEIFER ROAD	Right-of-Way	Pfeifer Rd	1.80		Road
28634061010011		SOUTH PARK DR	Right-of-Way	South Park Drive	0.82		Road
28635062230003		Hwy A	Right-of-Way	Hwy A	0.01		Road

## CITY OF TOMAHAWK

PIN	Asset No.	Description	Use	Site Address	Acres	Date Acquired	Group
28635062230008		HOMETOWN DR	Right-of-Way	Hometown Drive	1.92		Road
28635062610027		Wisconsin River	Bradley Co. River Frontage		3.17		Land
28635062610027		Wisconsin River	Bradley Co. River Frontage		3.17		Land
28635062610034		Wisconsin River	Bradley Co. River Frontage		3.17		Land
28635062610038		Muskellunge River	Bradley Co. River Frontage		39.98		Land
28635062610038		Muskellunge River	Bradley Co. River Frontage		39.98		Land
28635062610039		Wisconsin River	Bradley Co. River Frontage	E Mohawk Drive	37.10		Land
28635062610070		Wisconsin River	Bradley Co. River Frontage	E Mohawk Drive	-		Land
28635062610070		Wisconsin River	Bradley Co. River Frontage	E Mohawk Drive	-		Land
28635062610070		Wisconsin River	Bradley Co. River Frontage	E Mohawk Drive	-		Land
28635062710017		N 4th Street	Unusable	N 4th Street	0.06		Land
28635062710018		Oneida Drive	Right-Of-Way	Oneida Drive	0.42		Road
28635062710065		SWAN AVE	Right-Of-Way	Swan Av	0.75		Road
28635062710099		WATER TOWER	Other	32 Birchwood Av	2.27		Buildings & Improvement
28635062710188		Menominee St	Right-Of-Way	Menominee St	1.14		Road
28635062710195		N 4th St and Birchwood Av	Right-Of-Way	N 4th St and Birchwood Av	0.01		Road
28635062710197		N 4th St and Birchwood Av	Right-Of-Way	N 4th St and Birchwood Av	0.01		Road
28635062710199		N 4th St	Right-Of-Way	N 4th St	0.01		Road
28635062710201		N 4th St	Right-Of-Way	N 4th St	0.01		Road
28635062810054		Jersey Land	Unusable	Jersey Lane	0.50		Land
28635062810089		W Mohawk	Right-Of-Way	W Mohawk	-		Road
28635062810101		Wheeler Road	Unusable	Wheeler Road	1.38		Land
28635063310049		W Somo Av	Park, Recreational, Beach	900 W Somo	9.77		Buildings & Improvement
28635063310050		W Somo Av	Baseball fields, campground	W Somo	-		Buildings & Improvement
28635063310051		W Somo Av	along RR	915 W Somo Av	5.00		Land
28635063310068		Bradley Park	City Park		-		Land
28635063310068		Bradley Park	City Park		-		Land
28635063310068		Bradley Park	City Park		-		Land
28635063310068		Bradley Park	City Park		-		Land
28635063310074		AIRPORT	Facility/Dog Park	W Somo Av	-		Land
28635063310083		Yardwaste Site	Facility	Yardwaste Site	-		Land
28635063310083		Yardwaste Site	Facility	Yardwaste Site	-		Land
28635063310096		Hiwatha Trail	Trail	Trail by SARA Park	-		Land
28635063310128		Trail	Trail	Trail behind Library	-		Land
28635063319998		Railroad	Unusable	Railroad	2.68		Land
28635063410027		Deer Park Rd	Parking for Kwahamot	Deer Park Road	-		Land
28635063410058		Mohawksin add'n dedicated to the public	Bradley Co. River Frontage	2nd, 3rd, W River Street	-		Land
28635063410058		Mohawksin add'n dedicated to the public	Bradley Co. River Frontage	2nd, 3rd, W River Street	-		Land
28635063410058		Mohawksin add'n dedicated to the public	Bradley Co. River Frontage	2nd, 3rd, W River Street	-		Land
28635063410065		Memorial Park	City Park	101 E River St	-		Buildings & Improvement
28635063410080		Bradley Farm Rd	Land	329 Bradley Farm Rd	0.40		Land
28635063410112		E Rive Av and S 5th Street	Unusable	E Rice Av and S 5th Street	3.60		Land
28635063410122		WATER WORKS	Right-Of-Way	E Lincoln Av and Park Av	-		Land
28635063410140		Kwahamot Ski Show Club	Public use	Deer Park Road	-		Recreational

## CITY OF TOMAHAWK

PIN	Asset No.	Description	Use	Site Address	Acres	Date Aquired	Group
28635063410144					-		
28635063410145					-		
28635063410146					-		
28635063410147					-		
28635063410157					-		
28635063410158					-		
28635063410159					-		
28635063410163					-		
28635063410165					-		
28635063410167					-		
28635063410168					-		
28635063410169					-		
28635063410170					-		
28635063410171					-		
28635063410172					-		
28635063410173					-		
28635063410174					-		
28635063410175					-		
28635063410176					-		
28635063410177					-		
28635063410178					-		
28635063410179					-		
28635063410180					-		
28635063410181					-		
28635063410182					-		
28635063410183					-		
28635063410184					-		
28635063410185					-		
28635063410186					-		
28635063410187					-		
28635063410188					-		
28635063410189					-		
28635063410207					0.09		
28635063410212					-		
28635063410213					-		
28635063410214					-		
28635063410215					-		
28635063410216		BIRCHWOOD AV			3.45		
28635063410218				648 E Lincoln Av	-		
28635063410219		PRIDE PARK			-		
28635063410219		PRIDE PARK			-		
28635063410222					5.10		
28635063410243		PUBLIC LIBRARY		300 W Lincoln Av	-		
28635063410245					0.04		

## CITY OF TOMAHAWK

PIN	Asset No.	Description	Use	Site Address	Acres	Date Acquired	Group
28635063410247					0.01		
28635063410256					-		
28635063420065					-		
28635063430009				227 N TOMAHAWK AVE TOMAHAWK 54487	-		
28635063430045				113 S TOMAHAWK AVE TOMAHAWK 54487	-		
28635063430046				117 S TOMAHAWK AVE TOMAHAWK 54487	-		
28635063430047				129 S TOMAHAWK AVE TOMAHAWK 54487	-		
28635063430076				202 W WISCONSIN AVE TOMAHAWK 54487	-		
28635063430107				114 W WASHINGTON AVE TOMAHAWK 54487	-		
28635063430173				3 W WISCONSIN AVE TOMAHAWK 54487	-		
28635063430185				23 N 4TH ST TOMAHAWK 54487	-		
28635063430186				27 N 4TH ST TOMAHAWK 54487	-		
28635063430222		WASHINGTON SQUARE PARK		204 N 4TH ST TOMAHAWK 54487	-		
28635063430222		WASHINGTON SQUARE PARK		204 N 4TH ST TOMAHAWK 54487	-		
28635063430226				18 E WASHINGTON AVE TOMAHAWK 54487	-		
28635063430227		TOMAHAWK SCHOOLS		18 E WASHINGTON AVE TOMAHAWK 54487	-		
28635063430464		FIRE STATION		100 N TOMAHAWK AVE TOMAHAWK 54487	-		
28635063430475					-		
28635063430476					-		
28635063430487		CITY HALL		23 N 2ND ST TOMAHAWK 54487	-		
28635063440010		CITY HALL			-		
28635063440011				15 S 8TH ST TOMAHAWK 54487	-		
28635063440012				404 S 8TH ST TOMAHAWK 54487	-		
28635063440013				416 E WISCONSIN AVE TOMAHAWK 54487	-		
28635063440014				418 W WISCONSIN AVE TOMAHAWK 54487	-		
28635063440123					-		
28635063440139					-		
28635063440148				429 E SOMO AVE TOMAHAWK 54487	-		
28635063440154					-		
28635063440163					1.67		
28635063510002					1.50		
28635063510010					3.00		
28635063510012					1.50		
28635063510020					-		
28635063510024					2.00		
28635063510028					3.00		
28635063510051					1.50		
28635063510104		PINE VIEW LANE			0.14		
28635063510105		KINGS HILL DRIVE			2.10		
28635063510106		RIVERVIEW LANE			-		
28635063510107		WOODLANE LANE			-		
28635063510111				304 KAPHAEM RD TOMAHAWK 54487	5.50		
28635063510131					1.90		
28635063510133					1.00		

PIN	Asset No.	Description	Use	Site Address	Acres	Date Aquired	Group
28635063520041					-		
28635063520055					-		
28635063520061					-		
28635063520077		SQUAW POINT PARK			-		
28635063629996					3.24		

RIVER FRONTAGE CONTRACT

THIS ARTICLE OF AGREEMENT, made and concluded in duplicate this 9th day of July, 1918, by and between BRADLEY COMPANY, a corporation of Tomahawk, Wisconsin, party of the first part, and the CITY OF TOMAHAWK, a municipal corporation, party of the second part.

WITNESSETH, first, that the second party hereby agrees and binds itself to pay or cause to be paid to the first part, its successors or assigns, the sum of THREE THOUSAND SEVEN HUNDRED (\$3,700.00) DOLLARS, in the manner following, to-wit: Three Hundred (\$300.00) Dollars in cash on the 1st day of August, 1918, and Three Hundred (\$300.00) Dollars on the 1st day of August of each succeeding year until said purchase price shall be fully paid, with interest thereon at the rate of four (4) per cent per annum, payable annually. The said payments to be made to the first party or its successors or assigns, and the same being intended to apply when fully completed, as the purchase money of the following described real estate situated in the County of Lincoln and State of Wisconsin, to-wit:

All of that portion of the following descriptions, subject to all flowage and other property rights now owned or exercised by the Tomahawk Land and Boom Company, its successors or assigns, and excepting and reserving at all times the right to cause or authorize the overflow at any time of so much of said land as may be overflowed by the discharge of floods of water from any dam or dams which are now maintained for any purpose across the Wisconsin River, above the lands hereinbefore described.

- All that part of Government Lot Seven (7), Section Four (4), Township (1) Thirty-four (34) North, of Range Six (6) East, lying easterly of the right-of-way of the Marinette, Tomahawk and Eastern Railroad Company.



Vet.  
Park

All of Government Lot Six (6), Section Four (4), Township Thirty-four (34) North, of Range Six (6) East, except so much thereof as has been conveyed to C. C. Uber by deed recorded in Volume 64 of Deeds on page 636 of the records of the Register of Deeds for Lincoln County, Wisconsin, and has been conveyed to John W. Oelhafen and Edward Houlehan by deed recorded in Volume 78 on page 96 of the records of said Register of Deeds.

All that part of the Northeast Quarter of the Southwest Quarter ( $NE\frac{1}{4} SW\frac{1}{4}$ ) of Section Four (4), Township Thirty-four (34) North, of Range Six (6) East, lying under a head of water 48 inches over the roll of the dam of the Tomahawk Land & Boom Company in Section Ten (10), Township Thirty-four (34) North, of Range Six (6) East, as now constructed, together with a strip of land 150 feet wide at all points and contiguous and extending entirely along the flowage line caused by said 48 inch head of water, excepting the premises heretofore conveyed to John W. Oelhafen and Edward Houlehan as aforesaid.

All of Government Lot Five (5), Section Four (4), Township Thirty-five (35) North, of Range Six (6) East, except so much thereof as has been heretofore conveyed to C. C. Uber and to John W. Oelhafen and Edward Houlehan by deeds as aforesaid.

All of Government Lot Four (4), Section Four (4) Township Thirty-four (34) North, of Range Six (6) East, and all of Government Lot Ten (10), Section Thirty-three (33), Township Thirty-five (35) North, of Range Six (6) East, except so much thereof as has been heretofore conveyed to C. H. Grundy by deed recorded in Volume 74 on page 404 of the records in the office of the Register of Deeds for Lincoln County, Wisconsin.

All of Government Lot Three (3), and the Northeast Quarter of the Northeast Quarter ( $NE\frac{1}{4} NE\frac{1}{4}$ ), of Section Four (4), Township Thirty-four (34) North, of Range Six (6) East, lying westerly of the Chicago, Milwaukee & St. Paul Railroad,

except so much thereof as has been heretofore conveyed to R. C. Theilman by deed recorded in Volume 65 on page 551 of the records in the office of the aforesaid Register of Deeds, and as is affected by the contract in favor of the City of Tomahawk, which is recorded in Volume 78 on page 542 of the records aforesaid.

All that part of Government Lots Seven (7) and Nine (9), and the South Half of the Southeast Quarter ( $S\frac{1}{2}$  SE $\frac{1}{2}$ ) of Section Thirty-three (33), Township Thirty-five (35) North, of Range Six (6) East, lying westerly of the rights-of-way of the Marinette, Tomahawk and Western Railroad Company and the Chicago, Milwaukee & St. Paul Railway Company, and that part of the South 300 feet of the Northeast Quarter of the Southwest Quarter (NE SW) of the same section, lying easterly of a line drawn from a point on the north and south quarter line 561 feet north of the south line of said section to a point on the south line of Government Lot Six (6) in said section extended westward, 660 feet from the southwest corner of said Government Lot Six (6), which lies under a head of water 48 inches over the roll of the dam of the Tomahawk Land & Boom Company, in Section Ten (10), Township Thirty-four (34) North, of Range Six (6) East, as now constructed, together with a strip of land 150 feet wide at all points and contiguous and extending along the flowage line caused by said 48 inch head of water, excepting therefrom so much as has been heretofore conveyed to John Oelhafen by deed recorded in Volume 61 on page 180 of the records aforesaid and as is affected by the above mentioned contract in favor of the City of Tomahawk.

All that part of Government Lot Five (5), Section Thirty-three (33), Township Thirty-five (35) North of Range Six (6) East, lying westerly of a line drawn from a point on the center line of said section 561 feet north of the south line through a point on the south line of Government Lot Six (6), in the same section, extended westward, 660 feet west of the southwest corner of said Government Lot Six (6), to the river.

SARA PARK

Bradley Park Point

That part of Government Lots Five (5) and Six (6), Section Thirty-three (33), Township Thirty-five (35), North of Range Six (6) East, which is contained within the following described boundary lines, to-wit: beginning at the east line of said Lot Five (5) at the southwest corner of Lot Six (6) said Section and running thence west on the continuation westward of the south line of said Lot Six (6) to a point which is six hundred and sixty (660) feet west of the southwest corner of said lot Six (6); thence, running north forty-five (45) degrees west (true meridian) to the channel of the Wisconsin River; thence running northerly and easterly along and up the channel of said river to the east line of said Lot Six (6); thence running south on said east line to a point which is distant two hundred and fifty (250) feet north of the southeast corner of said Lot Six (6); thence running in a south-westerly direction in a straight line to a point on the south line of said Lot Six (6) distant eight hundred (800) feet west of the southeast corner of said Lot Six (6); thence running west on said south line to the place of beginning.

Bradley Park / SARA Park

All that part of Government Lot Eight (8), Section Thirty-three (33), Township Thirty-five (35) North, of Range Six (6) East, lying north of Lincoln Avenue and north and east of the right-of-way of the Chicago, Milwaukee & St. Paul Railway Company.

SARA by Park DNTW

All that part of Government Lot one (1), Section Thirty-four (34), Township Thirty-five (35) North, of Range Six (6) East, lying within 300 feet of the original meander line of the river.

HAGS Island

All that part of Government Lots Two (2), Three (3), and Four (4), Section Thirty-four (34), Township, Thirty-five (35) North, of Range Six (6) East, lying under a head of water 48 inches over the roll of the dam of the Tomahawk Land & Boom Company in Section Ten (10), Township Thirty-four (34) North, of Range Six (6) East, together with a strip of land 150 feet wide at all points and contiguous and

Deer Park

extending entirely along the flowage line caused by said 48 inch head of water.

The unplatted portion of the Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$  SW $\frac{1}{4}$ ) and all that part of Government Lots Five (5) and Six (6), all in Section Thirty-four (34), Township Thirty-five (35) North, of Range Six (6) East, lying north of Lincoln Avenue and west of Second Street, north of Prospect Avenue and west of Third Street, north of River Street, and east of Seventh Street; excepting therefrom the following parcels of land, to-wit:

That piece of land bounded on the north by the south line of Prospect Avenue extended eastward; on the east by a line drawn parallel with and 150 feet distant easterly from the east line of Seventh Street; on the south by the south line of Lot Six (6) of Block 43 of the City of Tomahawk; and on the west by the east line of Seventh Street.

That parcel heretofore conveyed to E. R. Godfrey & Sons Company by deed recorded in Volume 74 on page 495 of the records aforesaid.

That parcel heretofore conveyed to Mary Jane Bishop by deed recorded in Volume 99 on page 368 of said record.

X All that part of Government Lot Seven (7), Section Thirty-four (34), Township Thirty-five (35) North, of Range Six (6) East, lying north of the east and west quarter line of said Section, and also all that part lying north and east of the following described line, to-wit: Commencing at the intersection of the east line of said Lot Seven (7) and the center line of Lincoln Avenue in the City of Tomahawk thence west along the center line of Lincoln Avenue to a point 1431 feet east of the east line of Seventh Street, thence north at right angles a distance of 191 feet, thence west parallel with Lincoln Avenue a distance of 366 feet; reserving the right to Frank Theiler, his heirs and assigns, to

Riverwalk



maintain and operate the ice house now being on said premises, until December 1st, 1920.

All that part of Government Lot Eight (8), Section Thirty-four (34), and all that part of Government Lots Two (2), Three (3) and Four (4), Section Thirty-five (35), all in Township Thirty-five (35) North, of Range Six (6) East, lying northerly of the King's Dam highway as now constructed and in use subject to the rights granted with respect to said premises or any part thereof by the deed to R. G. Lee, recorded in Volume 78 on page 4 of the above mentioned records, by the contract in favor of V. E. Extrom, dated March 6, 1917, and by the contract in foavor of H. H. Roehrborn, dated May 10, 1915, but intending also to affect by this contract so much of the premises as was conveyed by said deed to R. G. Lee and said contracts in favor of V. E. Extrom and H. H. Roehrborn subject to the reservation of the right in the party of the first part to dedicate and open the same to the public for public park purposes and as is consistent with a grant thereof pursuant to said reservation.

All of Government Lot one (1), of Section Thirty-five (35) and all of Government lots One (1), and Two (2) of Section Twant-y-six (26), all in Township Thirty-five (35) North, of Range Six (6) East.

All that part of Government Lots one (1), Two (2), Three (3) and Four (4), all that part of the West Half of the Northeast Quarter ( $W\frac{1}{2} NE\frac{1}{4}$ ) and of so much of the Northwest Quarter ( $NW\frac{1}{4}$ ) as lies east of the right-of-way of the Marinette, Tomahawk & Western Railroad Company, and all that part of the Northeast Quarter of the Southwest Quarter ( $NE\frac{1}{4} SW\frac{1}{4}$ ) and of the West Half of the Southeast Quarter ( $W\frac{1}{2} SE\frac{1}{4}$ ) all in Section Thirty-two (32), Township Thirty-five (35) North, of Range Six (6) East, lying under a head of water 48 inches over the roll of the dam of the Tomahawk Land & Boom Company in Section Ten (10), Township Thirty-four (34) North, of Range Six (6) East, as now operated, together with a strip of land

150 feet wide at all points and contiguous and extending along the flowage line caused by said 48 inch head of water; excepting therefrom the premises affected by the following deeds or conveyances, to-wit:

Deed to C. H. Grundy recorded in Volume 64 page 51 of the records in the office of the aforesaid Register of Deeds.

Contract in favor of Helen E. Ashley, dated June 17, 1912.

Deed to C. A. Foss recorded in Volume 84 on page 6 of the aforesaid records.

Deed to C. H. Wallis and others, dated Aug. 4, 1904.

Deed to Jens. Munthe recorded in Volume 88 on page 432 of the aforesaid records.

Contract in favor of the Tomahawk Club, dated Jan. 8, 1914.

All of Government Lot one (1), Section Thirty-three (33), Township Thirty-five (35) North, of Range Six (6) East, except so much thereof as is affected by a certain contract in favor of W. C. Wyatt, dated July 19, 1911, which contract has been assigned to James McCarthy.

All that part of Government Lot Four (4), Section Thirty-three (33), Township Thirty-five (35) North, of Range Six (6) East, lying east of the right-of-way of the Chicago, Milwaukee & St. Paul Railway Company and lying within 300 feet of the original meander line of the river.

All of the Southeast Quarter of the Southeast Quarter (SE SE) of Section Twenty-seven (27), Township Thirty-five (35) North, of Range Six (6) East, except so much thereof as is covered by that certain contract in favor of C. R. Hammond, dated Dec. 28, 1916.

All that part of Government Lot Five (5), Section Twenty-five (25) and Government Lot Five (5), Section Twenty-six (26), Township Thirty-five (35) North, of Range Six (6) East, except so much thereof as is covered by that certain

contract in favor of Hall L. Brooks dated May 1st, 1913.

All that part of Government Lot Four (4), of Section Twenty-six (26), Township Thirty-five (35) North, of Range Six (6) East, except so much thereof as is covered by that certain deed in favor of Abraham Slater, dated Jan. 30, 1908.

All that part of Government Lot Two (2), Section Twenty-five (25), Township Thirty-five (35) North, of Range Six (6) East, except so much thereof as is covered by that certain deed in favor of Eliza Buchanan, dated Nov. 30, 1907.

All that part of Government Lot Three (3), Section Twenty-six (26), and Government lot One (1), Section Twenty Five (25), all in Township Thirty-five (35) North, of Range Six (6) East, lying under a head of water 48 inches over the roll of the dam of the Tomahawk Land & Boom Company in Section Ten (10), Township Thirty-four (34), North, of Range Six (6) East, as now constructed and operated, together with a strip of land 150 feet wide at all points and contiguous and extending entirely along the flowage line caused by said 48 inch head of water.

Excepting and reserving from the operation and effect of this instrument all rights-of-way for all railroads and public highways and all telephone and telegraph lines in, on over or across any of the lands above described, heretofore given, granted or acquired.

Second. Upon the express condition, however, that said lands and the whole thereof, shall be used solely and exclusively for public park purposes, and that said grantee shall at all times use, keep and maintain the same and the whole thereof, as a public park to the exclusion of all other purposes, and upon and subject to the express condition that if the said city shall suffer or permit the same or any part thereof, to be used in any manner for any other purpose or purposes and the said city shall not, for a period of ninety (90) days after formal notification by the said grantor to the common council of said city that

said premises, or any part thereof, are being used, or suffered to be used, for such other purposes, have taken any definite step or action to terminate the use of the premises for such other purpose or purposes or shall have failed or neglected in good faith to prosecute such action to a determination, or said grantee shall cease to use or keep or maintain the same and the whole thereof, as a public park, then said premises and the title, interest and estate hereby granted and conveyed shall thereupon ipso facto revert to said grantor, its successors or assigns, without re-entry or declaration of forfeiture; the intention of both parties hereto being that said condition shall be construed as a conditional limitation.

"Park Purposes" (wherever the term is used in this instrument and in the land contract between the same parties dated Apr. 27, 1910) shall be construed to include the use of said premises, or any part or parts thereof, by said city or by any person or persons having the permission of said city, for Chautauqua, baseball, tennis, golf, playground, bathing and bath house purposes, boat house purposes as herein after more particularly specified, and such other purposes as shall be conducive to the amusement and recreation of the residents of and visitors to said city and be in their nature public, but shall not include the use of said lands, or any part thereof, on the waters of the Wisconsin River or any subaqueous lands, either by said city or by any person or persons with its permission, for any purposes other than "Park Purposes" as defined in this paragraph, nor the use for any of the enumerated purposes when a charge is made for such use or for gaining admission to any event, contest, amusement, or entertainment held or conducted on said premises, except when the premises are used for Chautauqua, baseball, or for boat house purposes. And within the meaning of this instrument and the land contract dated April 27, 1910, hereinbefore mentioned, the said premises shall also be deemed as used, kept or maintained for "Park Purposes" or as a "Public Park" when the same are not used or maintained for any apparent



purpose whatever or for any purpose not inconsistent with the uses or purposes as included within the meaning of "Part Purposes".

"Boat house purposes" (wherever the term is used herein) shall be construed to include the use of said premises, or any part thereof, for the erection and maintenance of any municipal boat house or boat houses and the use of such boat house or boat houses by any person or persons upon such terms, conditions, and the payment of rent as the said city shall prescribe, and shall further include the use of said premises for the erection and maintenance thereon of boat houses by such individuals or corporations as have the authority or permission of said city, upon such terms, conditions; and payment of rent as the city shall prescribe or its duly authorized officers shall demand, except that no permission or authority shall be given or lease granted to any individual or corporation by said city, at any one time, for the use of said premises, or any part thereof, for the erection or maintenance of a boat house thereon for a longer term than one year.

Also subject to the rights which any person or persons may have in, to or about said premises, or any part thereof, to use the same for boat house purposes; but the grantor hereby assigns to said grantee all rights it may have to terminate any and all tenancies which it may have created with respect to any part or parts of said premises by virtue of any contract, lease, or other instrument, and the grantor hereby further assigns all its rights and interest in such contracts, leases, or other instruments to said grantee in so far as such contracts, leases or other instruments relate to the premises aforesaid, or any part thereof.

Third. The second party agrees to cause the said premises to be exempt from taxation during the life of this contract, commencing with the tax year of 1917, (if the same can be legally done) and that if the same is not so exempted then that it will pay all taxes, special or general, which may be assessed or levied thereon, whenever such taxes shall become due and payable by law, commencing with the taxes

of the year of 1917 and until the aforesaid purchase money shall be fully paid.

Fourth. The first party hereby agrees and binds itself, its successors and assigns, that in case the aforesaid sum of Three Thousand Seven Hundred (\$3,700.00) Dollars, with interest, shall be fully paid, at the times and in the manner specified, (and time is made of the essence hereof), and the second party shall have in all respects and at all times performed this contract on its part, it will on demand thereafter grant, and convey to the second party the premises above described, upon and subject to the express condition that the same and the whole thereof, shall be used solely for public park purposes, and that the said City of Tomahawk shall at all times use, keep and maintain the same, and the whole thereof, as a public park, and upon and subject to the express condition that if the said premises or any part thereof shall be used for any other purpose, or the City of Tomahawk shall cease to use, keep or maintain the same, and the whole thereof as a public park, then the said premises and the title, interest and estate granted and conveyed shall thereupon ipso facto revert to the first party, its successors or assigns, without re-entry or declaration of forfeiture, and will cause to be executed and delivered to the second party a good and sufficient deed in fee simple, of the premises above described, containing the conditions above set forth and will warrant the title to said premises as the same appears of record on the date of the execution of this contract. except the taxes herein agreed to be paid by the second party and excepting liens or incumbrances created by act of the second party.

Fifth. It is distinctly understood that if the second party shall fail to make any of the payments of the purchase money above specified, or any installments of interest at the times and in the manner above specified, or shall fail to pay any tax as herein provided, then this agreement shall thereupon absolutely cease and determine, at the election of the first party, and all payments thereon forfeited.

Sixth. The second party may have possession of the premises above described for park purposes solely during the life of this contract, if the same or any part thereof shall be at any time used for any other purpose, the first party may at its option either terminate this contract and forfeit all payments made or re-enter and take possession and exclude the second party therefrom until the contract shall have been fully performed on the part of the second party.

IN WITNESS WHEREOF the parties hereto have executed this instrument in duplicate on the date first above named, being duly authorized to do so.

In Presence of:

Ruth F. Olson (Signed)

Hazel Rell Nelson (Signed)

Georgia M. Scott (Signed)

Marie V. Leffingwell (Signed)

BRADLEY COMPANY

By: A. B. Tweedy, Pres. (Signed)  
Countersigned:

E. C. McNaughton, Secy. (Signed)

CITY OF TOMAHAWK

By: J. D. Cutter, Mayor (Signed)

Countersigned:

J. L. Extrom, City Clerk (Signed)

The authority of the above city officers of the City of Tomahawk to execute the foregoing agreement is hereby approved.

R. T. Reinholdt, City Attorney (Signed)

STATE OF WISCONSIN )  
Lincoln County ) SS.

Personally came before me this 9th day of July A. D., 1918, the foregoing named R. B. Tweedy, President, and E. C. McNaughton, Secretary of the Bradley Company, and J. D. Butter, Mayor and John L. Extrom, City Clerk, of the City of Tomahawk, to me known to be such officers and to be the persons who executed the foregoing instrument and they acknowledged the execution of said instrument as the act and deed of said corporations.

Georgia M. Scott (Signed)  
Notary Public for Wisconsin  
Notary Public, Lincoln County, Wis.  
My commission expires Jan. 22, 1922