# Tract Register

<table>
<thead>
<tr>
<th>Tract No.</th>
<th>Land Owner</th>
<th>Acreage</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>A100L</td>
<td>Keweenaw Land Association Ltd.</td>
<td>4.44</td>
<td>License for 50 foot road dated 12 Nov. 1963.</td>
</tr>
</tbody>
</table>
DEPARTMENT OF THE ARMY

LICENSE FOR INSTALLATIONS UPON RIGHT-OF-WAY

THIS AGREEMENT, made this 12th day of November 1952, by and between THE KENMEAD LAND ASSOCIATION LIMITED, a Michigan Partnership Association, 75 Federal Street, Boston, Massachusetts, hereinafter called the "Licensor," and the UNITED STATES OF AMERICA, hereinafter called the "Government."

WITNESSETH:

THAT for and in consideration of the mutual covenants, promises, and agreements herein made, the Licensor hereby grants to the Government a license to construct, operate, maintain, renew and abandon a road together with the right to remove and/or trim vegetation, trees and shrubs within the area hereinafter described,

along, across, through, and over the right-of-way and property of the Licensor at the following location, viz: A strip of land 50 feet wide (25 feet on each side of a centerline) upon and across the northwest one-quarter (NE 1/4) of the southwest one-quarter (SW 1/4) and the southwest one-half (S 1/2) of the southwest one-quarter (SW 1/4) of Section 11, Township 39 North, Range 29 West, Michigan Meridian, Norway Township, Dickinson County, Michigan, said centerline more particularly described as follows: Commencing at the west one-quarter corner of said Section 11; thence south 379.50 feet along the said west line of Section 11 to the point of beginning; thence South 72° 02' East, 62.04 feet; thence South 81° 59' East, 298.32 feet; thence South 74° 22' East, 430.12 feet; thence South 1° 39' East, 99.56 feet; thence South 18° 19' East, 520.74 feet; thence South 5° 11' East, 371.58 feet; thence South 83° 20' East 429.00 feet; thence South 70° 42' East, 151.28 feet; thence North 65° 04' East, 329.34 feet; thence South 62° 42' East, 151.90 feet; thence South 10° 30' East, 366.30 feet to the point of ending. Said strip of land contains 1.44 acres, more or less.

in the County of Dickinson, State of Michigan as shown on the attached map marked EXHIBIT A, for use in connection with a Department of the Air Force establishment known as Norway Gap Filler Station, and upon the following terms, provisions, and conditions:

1. All installations placed upon said right-of-way by the Government shall be and remain the property of the Government and may be removed therefrom by the Government at any time.

2. The construction, operation and maintenance, renewal, and removal of the said installation shall be accomplished by the Government at its sole cost and expense and in such manner as will at all times enable the Licensor to use the surface of the right-of-way.

3. In the event of any future alterations of the property of the Licensor or of the line or grade of the right-of-way necessitating changes in said installations, the Government will make such changes in its installations as may be necessary in connection with such alterations.

4. The Licensor shall not be liable for damages to property or injuries to persons arising from the construction, operation, maintenance, and use of said installations by the Government.
5. This agreement, with all rights and privileges granted herein, shall be subject to cancellation or termination only by mutual agreement of the parties, or in the event the terms and conditions hereof are not fulfilled, or in the event the Government abandons the use of the premises for the purposes granted. In either of the latter two events, cancellation may be effected by either party hereof upon thirty (30) days written notice to the other; and upon expiration of the said thirty (30) days after service of such notice, this agreement and the rights and privileges hereby granted, as well as the obligations hereby imposed upon the parties, shall absolutely cease and terminate.

6. The Government covenants and agrees that, on or before the termination of this license, it will remove said installations and the appurtenances connected therewith from the premises of the Licensor

7. All expenditures to be made by the Government under the provisions of this agreement shall be subject to appropriations being available for the purpose.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives as of the day and year first above written.

FOR THE LICENSOR:
KEWEENAW LAND ASSOCIATION LIMITED,
A Michigan Partnership Association,

(Firm or corporate name)

Carroll C. Taylor, Chairman

Frederick L. Heinrich, Secretary

FOR THE UNITED STATES OF AMERICA:

JEFF W. BOUCHER
Colonel, Corps of Engineers
District Engineer

(Name of official)

(Title)

8. This license is subject to certain rights granted by the Licensor to the State of Michigan in an agreement dated 20 December 1955.

9. This license is subject to existing easements for public roads and highways, public utilities, railroads and pipelines, reserving, however, to the owner, including third party Lessees', their heirs, successors and assigns all oil, gas and other minerals in and under said land with full rights of ingress and egress for exploration, development, production and removal of said oil, gas and other minerals.

10. The Licensor may terminate this agreement by giving six (6) months notice in writing to the Government in the event that the land heretofore described is required for actual mining operations.

11. This License is especially subject to that certain Option Agreement from Licensor to the United States Steel Corporation by and through its Oliver Iron Mining Division, under date of January 1, 1962.
SURETY OF THE ARMY
CHINA DISTRICT, CORPS OF ENGINEERS

SURETY AGREEMENT BY MUTUAL AGREEMENT
SURETY AGREEMENT NO. 2
TO LEASE No. DA-20-064-ENG-2992

THEREFORE, the Lessee, herein agreed to and by and between Leonard J. Turner of Iron Mountain, Michigan, shown by his
DIARY DEED OF LAKE, Wisconsin, and Ernest M. Newton, of Milwaukee, Wisconsin, for themselves, their heirs, executors, administrators, successors and assigns, hereinafter called the Lessee, and the UNITED STATES OF AMERICA, hereinafter called the Government, WITNESSETH THAT:

WHEREAS, a lease bearing No. DA-20-064-ENG-2992 was entered into by and between the Lessee and the Government under date of 1 February 1982, granting use and occupancy of certain lands for Governmental purposes in consideration of the payment of thirty dollars ($30.00) for the first year beginning 1 February 1982, and ending 31 January 1983, and thereafter renewable without notice at the rate of five dollars ($5.00) per annum until 31 January 1982, and subject to renewal for an additional twenty-five year period ending 31 January 2007;

WHEREAS, said lease was entered by Supplemental Agreement No. 1 dated 20 November 1983 which provides for the leasing of additional land, subject to an easement;

WHEREAS, it is the desire of the parties and in the best interest of the Government to cancel the aforesaid lease by mutual agreement effective the 30th day of June 1971;

WHEREAS, the Government has no further requirement for the improvements on the leased property; and

WHEREAS, the Lessee are willing to accept the improvements owned by the Government on the leased property;

NOW, THEREFORE, in consideration of the premises, the parties hereto do mutually agree as follows:

1. The Government, for and in consideration of the above premises, does hereby release, release and quitclaim unto the Lessee, their heirs, executors, administrators, successors and assigns, forever, all of its right, title and interest in and to the improvements located on parcels of land situate in Dickinson County, State of Michigan, described in aforesaid lease and supplemental agreement.

2. The Lessee hereby agree to accept above-described improvements and will, as of the 30th day of June 1971, assume custody and care of said improvements, the Government thereafter being relieved from any further responsibility therefor, and the Lessee further agree that Lease No. DA-20-064-ENG-2992 is terminated effective the 30th day of June 1971.

The Lessee by these presents do for themselves, their heirs, executors, administrators, successors and assigns, release, release and forever discharge the Government, its officers, agents, and employees of and from all manner of actions, liability and claims against the Government, its officers, agents, and employees, which they ever had, now have, or ever will have, upon or by reason of any matter, cause or thing whatsoever, particularly arising out of said lease and the occupation by the Government of the aforesaid property.
IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first above written.

In Presence of:

[Signatures and addresses]

THE UNITED STATES OF AMERICA

By

MICHAEL B. COTIRELL
Asst. Chief, Real Estate Division
Omaha District, Corps of Engineers
SUPPLEMENTAL AGREEMENT NO. 1

TO

LEASE NO. DA-20-064-ENG-2592

THIS SUPPLEMENTAL AGREEMENT entered into this 20th day of November 1963, by and between THE UNITED STATES OF AMERICA, represented by the District Engineer, U.S. Army Engineer District, Detroit, Detroit, Michigan, executing this agreement, hereinafter called the GOVERNMENT, and ESTHER J. TURNER of Iron Mountain, Michigan, DOROTHY J. DEDO of Racine, Wisconsin, and IRENE T. BROWNING, of Milwaukee, Wisconsin, for themselves, their heirs, executors, administrators, successors and assigns, hereinafter called the LESSOR.

WITNESSETH, THAT:

WHEREAS, on 1 February 1957 the parties hereto entered into Lease No. DA-20-064-ENG-2592, providing for the leasing of certain lands located in the East 1/2 of Section 10, Township 39 North, Range 29 West, Norway Township, Dickinson County, Michigan, and

WHEREAS, it is in the best interest of the Government and agreeable to the Lessor to provide for the leasing of additional land, subject to an existing easement.

NOW, THEREFORE, the said lease is modified in the following particulars but in no others.

Paragraph 2 is deleted in its entirety and the following paragraph 2 is substituted in lieu thereof, and paragraphs 13 and 14 are added.

"2. TRACT A-100

A parcel of land in the east one-half (E 1/2) of Section 10, Township 39 North, Range 29 West, Michigan Meridian, Norway Township, Dickinson County, Michigan, more particularly described as follows:

A-100-1
A-100-2"
Commencing at the northeast corner of said Section 10, thence S. 04° 27' 50" W., 2697.19 feet along the east line of said Section 10, thence due west 524.07 feet to Vulcan U.S.G.S. Monument No. 1 located at Vulcan Fire Tower, thence N. 58° 39' W., 48.70 feet to Vulcan U.S.G.S. Triangulation Station 1954, thence S. 12° 12' 40" E., 86.18 feet, thence W. 63° 11' 00" W., 176.33 feet, thence W. 64° 11' 00" W., 1065.28 feet, thence N. 41° 08' 00" W., 235.0 feet to the point of beginning, thence S. 48° 52' 00" W., 29.00 feet, thence N. 41° 08' 00" W., 172.00 feet, thence N. 48° 52' 00" W., 138.00 feet, thence S. 41° 08' 00" E., 172.00 feet, thence S. 48° 52' 00" W., 109.00 feet to the point of beginning. Said parcel contains 0.54 acres, more or less.

TRACT A-100-1

A strip of land 50 feet in width, 25 feet on each side of a centerline, lying in the east one-half (E 1/2) of Section 10, Township 39 North, Range 29 West, Michigan Meridian, Norway Township, Dickinson County, Michigan, said centerline being more particularly described as follows:

Commencing at the northeast corner of said Section 10, thence South 04° 27' 50" West, 2697.19 feet along the east line of said Section 10, thence due west 524.07 feet to Vulcan U.S.G.S. Monument No. 1 located at Vulcan Fire Tower, thence North 58° 39' 00" West, 48.70 feet to Vulcan U.S.G.S. Triangulation Station 1954, thence South 12° 12' 40" East, 86.18 feet to the point of beginning, thence North 43° 11' 00" West, 70 feet, thence 210.27 feet along a 10° curve to the left, whose long chord bears North 53° 41' 00" West, 209.09 feet and whose radius is 573.69 feet, thence North 64° 11' 00" West, 841.97 feet, thence 230.79 feet along a 10° curve to the right, whose long chord bears North 52° 39' 30" West, 229.24 feet and whose radius is 573.69 feet, thence North 41° 08' 00" West, 118.02 feet to the point of ending, containing 1.69 acres, more or less.

TRACT A-100-2

A strip of land 30 feet wide traversing the northeast one-quarter (NE 1/4) of the southeast one-quarter (SE 1/4) of Section 10, Township 39 North, Range 29 West, Michigan Meridian, Norway Township, Dickinson County, Michigan.

Said strip of land generally following the course of an existing road and containing 0.63 acres, more or less.

As shown in red on Exhibit "A" attached hereto and made a part hereof.
"13. The land described as Tract A-100-2 in paragraph 2 is subject to an existing easement granted by the Lessor to the State of Michigan dated 15 June 1955."

"14. The Government may cut and/or remove any trees, shrubs, or vegetation located on the land described as Tract A-100-2 in paragraph 2 of subject lease."

IN WITNESS WHEREOF, the parties hereto have heretounto subscribed their names as of the date above written.

In Presence Of:

[Signatures]

ESTHER J. TURNER (Lessor)

[Signature]

DOLORES J. DREY (Lessor)

[Signature]

IRENE T. BROWNING (Lessor)

[Signature]

THE UNITED STATES OF AMERICA,

[Signature]

[Signature]
LAND LEASE

BETWEEN

ESTHER J. TURNER of Iron Mountain, Michigan, DOROTHY J. DEDO of Racine, Wisconsin, and IRENE T. BROWNING of Milwaukee, Wisconsin, and THE UNITED STATES OF AMERICA

1. THIS LEASE, made and entered into this 1st day of February in the year one thousand nine hundred and fifty-seven by and between

ESTHER J. TURNER of Iron Mountain, Michigan, DOROTHY J. DEDO of Racine, Wisconsin, and IRENE T. BROWNING of Milwaukee, Wisconsin

whose address is c/o Raymond Turner
Commercial Bank Building
Iron Mountain, Michigan

and whose interest in the property hereinafter described is that of owners for themselves, their heirs, executors, administrators, successors, and assigns, hereinafter called Lessor, and THE UNITED STATES OF AMERICA, hereinafter called the Government;

WITNESSETH: The parties hereto for the consideration hereinafter mentioned covenant and agree as follows:

2. The Lessor hereby leases to the Government the following described premises, viz:

(SEE ATTACHED SHEET, MARKED "EXHIBIT A")

A-100
A-100:


to be used for the following purpose: Norway Gap Filler Annex and access thereto.
2. TO HAVE AND TO HOLD the said premises for the term ending February 1, 1957, through June 30, 1957, provided that unless and until the Government shall give notice of termination in accordance with provision 6 hereof, this lease shall remain in force thereafter from year to year without further notice; provided further that adequate appropriations are available from year to year for the payment of rentals; and provided further that this lease shall in no event extend beyond January 31, 1982, and subject to renewal for an additional 25 year period ending 31 January 2007.

for the first year, beginning February 1, 1957 and ending January 31, 1958, THIRTY AND 00/100 ($30.00) DOLLARS, of which TWENTY-FIVE AND 00/100 ($25.00) DOLLARS is compensation to the Lessor in full for the right to cut and remove timber, and FIVE AND 00/100 ($5.00) DOLLARS for the use of the land; THEREAFTER the rental shall be at the rate of FIVE AND 00/100 ($5.00) DOLLARS per annum or proportionate pay for any portion of a year. Payment shall be made at the end of each year by the Finance Officer, 329th Fighter Group (AD), Stewart Air Force Base, Newburgh, New York. Rental payments made and mailed to: Esther J. Turner, 1123 Kimberly Avenue, Iron Mountain, Michigan.

5. The Government shall have the right, during the existence of this lease to attach fixtures, and erect structures or signs, in or upon the premises hereby leased, which fixtures and structures, or signs, so placed in, upon or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government.

6. The Government may terminate this lease at any time by giving thirty (30) days notice in writing to the Lessor, and no rental shall accrue after the effective date of termination.

7. Any notice under the terms of this lease shall be in writing signed by a duly authorized representative of the party giving such notice, and if given by the Government shall be addressed to the Lessor c/o Raymond Turner, Commercial Bank Building, Iron Mountain, Michigan, and if given by the Lessor shall be addressed to the District Engineer, Detroit District, Corps of Engineers, 600 E. Jefferson Avenue, Detroit 26, Michigan.

8. The Lessor warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Lessor for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this lease without liability or in its discretion to deduct from the lease price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

9. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this lease if made with a corporation for its general benefit.

10. (a) The Government may, by written notice to the Lessor, terminate the right of the Lessor to proceed under this lease if it is found, after notice and hearing, by the Secretary of the Army or his duly authorized representative, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Lessor, or any agent or representative of the Lessor, to any officer or employee of the Government with a view toward securing a lease or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing, of such lease; provided, that the existence of
facts upon which the Secr. of the Army or his duly authorized representative makes such findings shall be in issue and may be reviewed in any competent court.

(b) In the event this lease is terminated as provided in paragraph (a) hereof, the Government shall be entitled (i) to pursue the same remedies against the Lessor as it could pursue in the event of a breach of the lease by the Lessor, and (ii) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Secretary of the Army or his duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the Lessor in promoting any such gratuities to any such officer or employee.

(c) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this lease.

11. There is reserved to the Lessors, their successors and assigns, the right and privilege, at their own risk, to cross Tract A-100E at such times and in such a manner that it does not interfere with the use of the tract by the Government.

12. The Lessors waive any and all right to restoration of the premises.

of the date first above written.

In presence of:

[Signatures and seals]

[Address of Witness]

[Address of Witness]

[Address of Witness]

THE UNITED STATES OF AMERICA,

By

PETER C. HYZER
Contracting Officer.
Colonel, Corps of Engineers
District Engineer

(IF LESSOR IS A CORPORATION, THE FOLLOWING CERTIFICATE SHALL BE EXECUTED BY THE SECRETARY OR ASSISTANT SECRETARY.)

I, the Secretary of the corporation who signed said certificate, certify that I am the named as Lessor in the attached lease; that lease on behalf of the Lessor, was then said lease was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.
COUNTY OF _Jackson_ )
STATE OF MICHIGAN

On this ___day of ___February____, in the year one thousand nine
hundred and fifty-seven, before me, the subscriber, a Notary Public in and
for said County, personally appeared ESTHER J. TURNER, to me known to be the
same person described in and who executed the within instrument, who has
acknowledged the same to be her free act and deed.

Cecile Manuzio
Notary Public, _Jackson_ County,
Michigan
My commission expires: March 23, 1935

COUNTY OF _Milwaukee_ )
STATE OF WISCONSIN

On this ___day of ___April____, in the year one thousand nine hundred and fifty-seven, before me, the subscriber, a Notary Public in and
for said County, personally appeared DOROTHY J. DEDO, to me known to be the
same person described in and who executed the within instrument, who has
acknowledged the same to be her free act and deed.

Martin R. Brown
Notary Public, _Milwaukee_ County,
Wisconsin
My commission expires: June 1, 1937
COUNTY OF Milwaukee

STATE OF WISCONSIN

On this 30th day of April, in the year one thousand nine hundred and fifty-seven, before me, the subscriber, a Notary Public in and for said County, personally appeared IRENE T. BROWNING, to me known to be the same person described in and who executed the within instrument, who has acknowledged the same to be her free act and deed.

Signed

Notary Public, Milwaukee County,
Wisconsin

My Commission expires: June 1, 1957.
TRACT A-100

A parcel of land in the east one-half (E 1/2) of Section 10, Township 39 North, Range 29 West, Michigan Meridian, Norway Township, Dickinson County, Michigan, more particularly described as follows:

Commencing at the northeast corner of said Section 10, thence S. 04° 27' 50" W., 2697.19 feet along the east line of said Section 10, thence due west 524.07 feet to Vulcan U.S.G.S. Monument No. 1 located at Vulcan Fire Tower, thence N. 58° 39' W., 48.70 feet to Vulcan U.S.G.S. Triangulation Station 1954, thence S. 12° 12' 40" E., 86.18 feet, thence N. 43° 11' 00" W., 176.33 feet, thence N. 04° 11' 00" W., 1065.28 feet, thence N. 41° 08' 00" W., 235.0 feet to the point of beginning. Said parcel contains 0.54 acres, more or less.

TRACT A-100E

A strip of land 50 feet in width, 25 feet on each side of a centerline, lying in the east one-half (E 1/2) of Section 10, Township 39 North, Range 29 West, Michigan Meridian, Norway Township, Dickinson County, Michigan, said centerline being more particularly described as follows:

Commencing at the northeast corner of said Section 10, thence South 04° 27' 50" West, 2697.19 feet along the east line of said Section 10, thence due west 524.07 feet to Vulcan U.S.G.S. Monument No. 1 located at Vulcan Fire Tower, thence North 58° 39' 00" West, 48.70 feet to Vulcan U.S.G.S. Triangulation Station 1954, thence South 12° 12' 40" East, 86.18 feet to the point of beginning, thence North 43° 11' 00" West, 70 feet, thence 210.27 feet along a 10° curve to the left, whose long chord bears North 53° 41' 00" West, 209.09 feet and whose radius is 573.69 feet, thence North 04° 11' 00" West, 86.17 feet, thence 230.79 feet along a 10° curve to the right, whose long chord bears North 52° 39' 30" West, 229.24 feet and whose radius is 573.69 feet, thence North 1° 08' 00" West, 118.02 feet to the point of ending, containing 1.69 acres, more or less.