

PERMANENT LIMITED EASEMENT - UTILITY

Wisconsin Department of Transportation - Aeronautics
Exempt from fee: s.77.25(12) Wis. Stats.
BOA 6/27/2013 Ch. 114 Wis. Stats

THIS EASEMENT, made by **Winnebago County, a municipal corporation** on behalf of **Wittman Regional Airport, GRANTOR**, conveys a permanent limited easement as described below to **Wisconsin Public Service Corporation, a Wisconsin Corporation, GRANTEE**, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby give and grant unto the Grantee, its successors and assigns, the perpetual right, permission, authority and privilege to construct, install and maintain electric distribution facilities and the necessary and usual appurtenant equipment, all for the purpose of providing electric service upon, over, across, within and beneath certain easement areas as described below, and shown on attached Exhibit "A", on land owned by said Grantor in the City of Oshkosh, County of Winnebago, State of Wisconsin, Described as follows, to-wit:

Legal Description:

Part of the Northwest Quarter of the Northwest Quarter (NW1/4-NW1/4) of Section 35, Township 18 North, Range 16 East, more particularly described as follows:

A 12 foot wide easement strip, the center line of which is described as follows:

Commencing at the Northwest corner of Section 35;
Thence S 00°23'04" W 349.8feet coincident with the West line of Section 35;
Thence S 89°36'56" E 28.7feet to the **Point of Beginning** on the East right of way line of Knapp St; Thence S 89°12'25" E 197.4feet to **Reference Point "A"**;
Thence S 89°12'25" E 31.3feet to the **Point of Termination**.

Also a 12 foot wide easement strip, the center line of which is described as follows:

Beginning at Reference Point "A";
Thence S 01°01'20"W, 26.8 feet to the **Point of Termination**.
See the **attached Utility Easement Map**

THE CONDITIONS OF SAID EASEMENT OVER THE ABOVE DESCRIBED PARCEL ARE AS STIPULATED IN THE ATTACHED "ADDENDUM A". ADDENDUM A AND UTILITY EASEMENT MAP ARE ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE.

This space is reserved for recording data

Return to:

Wisconsin Department of Transportation
Bureau of Aeronautics - Real Estate
4802 Sheboygan Avenue - Room701
PO Box 7914
Madison, WI 53707-7914

Parcel Identification Number/Tax Key Number

91413530000

IN WITNESS WHEREOF, said Grantor has hereunto set its hand and seal the day and year first above written.

Winnebago County, a municipal corporation

Sign Name _____

Mark L. Harris – County Executive

Sign Name _____

Susan T. Ertmer – County Clerk

STATE OF WISCONSIN)
COUNTY OF WINNEBAGO)SS

This instrument was acknowledged before me this _____ day of _____, _____, by the above-named **Mark L. Harris – County Executive and Susan T. Ertmer – County Clerk, for Winnebago County**, to me known to be the Grantor(s) who executed the foregoing instrument on behalf of said Grantor(s) and acknowledged the same

Sign Name _____
Print Name _____

Notary Public, State of _____
My Commission expires: _____

**ADDENDUM A
UTILITY EASEMENT CONDITIONS**

The **GRANTOR** is the owner and operator of WITTMAN REGIONAL Airport, situated in the County of Winnebago, State of Wisconsin, and is obligated to meet standards established by the Federal Aviation Administration relating to airport safety and the protection of aircraft landing and taking off from said airport. In order to meet those standards, the **GRANTEE** agrees to limit its easement rights on the easement areas hereinbefore referred to in the manner described below:

1. **Entry to Premises:** The **GRANTEE** agrees to not bring any vehicle or other equipment into, nor conduct repairs, maintenance or other operations within the boundaries of the airport property, except at such times as may be designated for such purposes by the **GRANTOR**. The **GRANTOR** shall not unreasonably refuse to designate such times, and such times so designated shall be those reasonably related to the unobstructed taking off, landing and flight of the aircraft. Notwithstanding any other provision in this paragraph, however, the **GRANTEE** may upon notification to the **GRANTOR**, enter, bring any vehicle and equipment into and conduct repair, maintenance, and other operations within said easement area in the event of a break, leak or any other emergency situation arising with respect to said facility.
2. **Airport Operations:** The **GRANTEE** expressly agrees for itself, its successors and assigns, to prevent any use of said easement lands which will interfere with or adversely affect the operation or maintenance of the airport.
3. **Aircraft Interference:** The **GRANTEE** will not permit or suffer the use of said easement lands as to create any electrical or electronic interference with radio communications between any air navigational or aviation communications installation upon or in the vicinity of the airport property and aircraft, or as to make it difficult for an aircraft pilot to distinguish between airport lights and others, or as to otherwise impair an aircraft pilot's visual perception in the vicinity of the airport or as otherwise to endanger the landing, taking off, or maneuvering of aircraft in the vicinity of said airport property.
4. **Above Surface Objects:** The **GRANTEE** agrees that so long as the underlying airport property is used for airport purposes, no poles, surface markers or surface structures of any kind shall be placed upon airport property, and the **GRANTEE** agrees to not replace or relocate any existing facilities within the easement area without the prior written approval of the **GRANTOR**, it being understood and agreed, however, that such approval shall not be unreasonably withheld. Equipment may not encroach into protected airspace except in emergencies.
5. **Preservation of Property:** The **GRANTEE** agrees, upon placing the intended utility services within the easement area, to restore the easement lands to its "as is" condition including: replacement of ground cover, terrain shape and contours, drainage pattern and vegetation. The **GRANTEE** further agrees to pay the costs of any damage to property, including crops, that occurs with the exercise of these easement rights.
6. **Relocation of Utilities:** Any improvements on said easement lands shall be constructed and maintained at no cost to the **GRANTOR** or the Federal Aviation Administration. Should the facility in said easement area require relocation or encasement, the same shall be done with no cost to the **GRANTOR** or the Federal Aviation Administration. New or replacement facilities shall not exceed the height of existing structures.
7. **Hold Harmless:** The **GRANTEE** releases the **GRANTOR** from all debts, claims, demands, damages, actions and cause of action whatsoever which may result from said easement heretofore granted by the **GRANTOR**, and further agrees to hold the **GRANTOR** free and harmless from any claim for damages which may be made by reason of damages or injury to persons or property connected therewith.
8. **Agents or GRANTEE:** The **GRANTEE** agrees to cause its agents, assigns, construction contractors or others entering the subject lands to comply with the above conditions.
9. It is understood and agreed that these covenants and agreements shall be binding upon the heirs, administrators, executors and assigns of the parties, that these covenants and agreements shall run with the land, and that for the purposes of this instrument, the real estate described in this easement and owned by the **GRANTOR** shall be the servient tenement, and the **GRANTEE** shall be dominant tenement.

EXHIBIT "A"

NOT A SURVEY

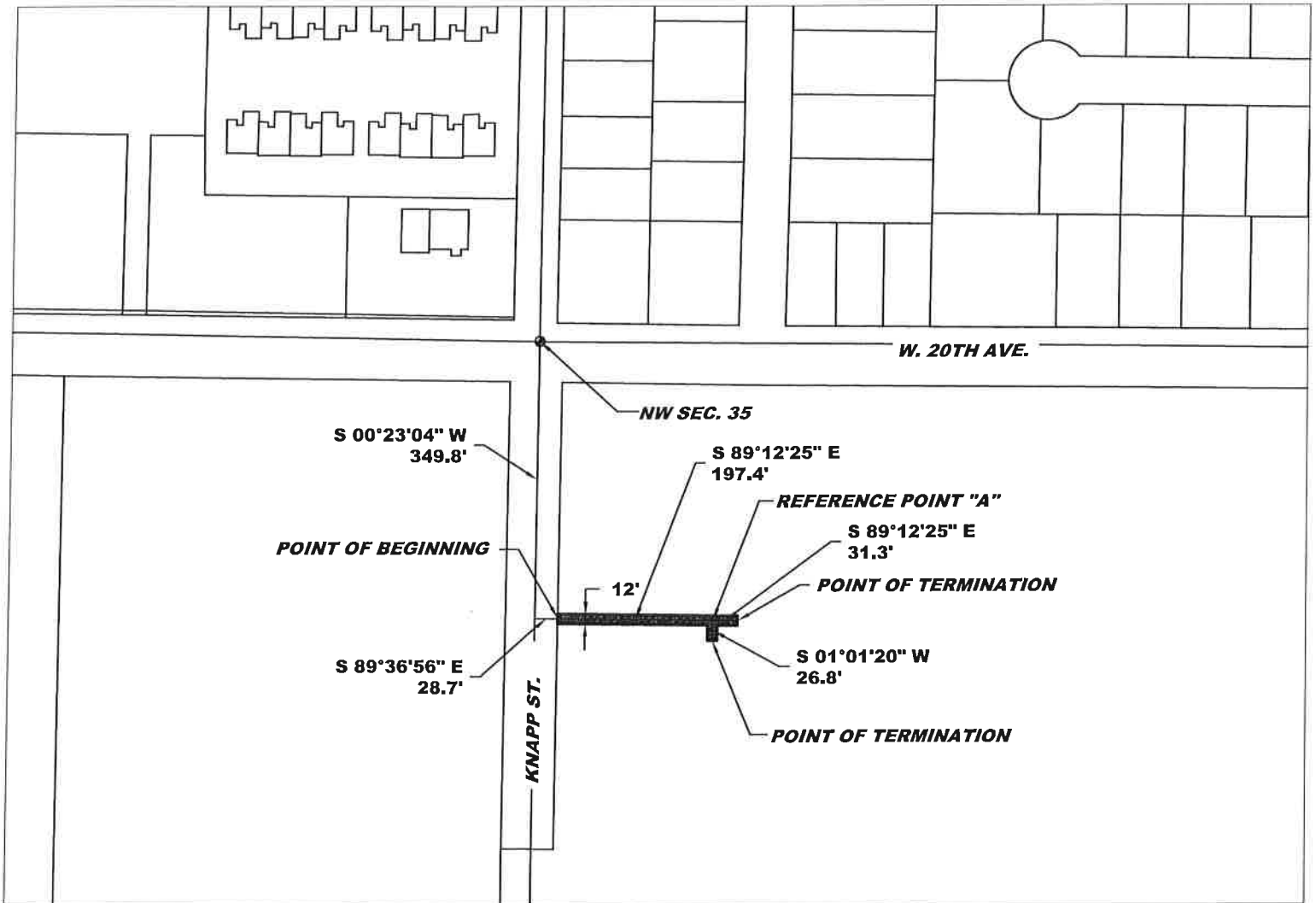
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0 200 400 600 800



1"=200'

Prepared By:
integrys INTEGRYS BUSINESS
SUPPORT, LLC
SURVEYING SERVICES

For:
Wisconsin Public
Service Corporation
008-Q100-100



700 North Adams Street
P.O. Box 19001
Green Bay, WI 54307-9001
Phone: 800-450-7260