

EASEMENT AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2018, by and between Fox Valley Technical College ("FVTC") and the County of Winnebago, Wisconsin ("County").

- A. FVTC is presently the lessee of certain real estate situated in the City of Oshkosh, County of Winnebago, Wisconsin (said real estate being owned by, and leased by FVTC from, the County and located on the Wittman Regional Airport), the westerly boundary of which real estate is contiguous with the easterly boundary of certain real estate owned by the County.
- B. FVTC desires to install and maintain a light pole for its aviation program on the real estate owned by the County. FVTC desires to obtain an easement from the County and the County agrees to grant an easement to FVTC as set forth herein. The light pole contemplated by this Agreement will be constructed to a height of thirty-three feet above ground level.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. The County hereby grants to FVTC an easement for ingress and egress over, under, and through the property legally described on Exhibit A attached hereto and shown on the drawing attached hereto as Exhibit B ("Easement Property") for the purpose of allowing FVTC to install, operate, repair and maintain a light pole to provide lighting to the tarmac located on said Easement Property. This easement will authorize vehicular traffic as necessary for such installation, operation, repair and maintenance. FVTC expressly agrees for itself, its successors and assigns, to prevent any use of the Easement Property which will interfere with or adversely affect the operation or maintenance of Wittman Regional Airport.
2. FVTC shall be responsible for the installation, operation, repair and maintenance of the light pole and all costs associated therewith. Any improvements on the Easement Property shall be constructed and maintained at no cost to the County or to the Federal Aviation Administration. Should the facilities constructed on said Easement Property require relocation or removal, the same shall again be done at no cost to the County or the Federal Aviation Administration. FVTC shall refill any trenches in which electrical lines are laid or settlement from said light pole installation, protect all existing airport facilities such as the adjacent storm sewer, and restore the surface of the property. If FVTC shall at any future time open said trenches for the purpose of repairing, renewing, or removing said facilities, it will, as soon as said work is done, restore the ground. All work performed by FVTC on said land will be performed in a proper workmanlike manner and, during the progress of such work, FVTC will properly safeguard all airport facilities and repair any damaged property at FVTC's sole cost.

3. In the event the County should decide, in the future, to develop the property burdened by this easement into another use, the County may, in its discretion, give notice to FVTC requiring said light pole be removed and relocated. Should relocation of the Grantee's facilities be required, all costs incurred through the relocation of said light pole to avoid buildings, concrete structures or other objects, or to obtain proper depth of land cover over electrical cables shall be borne by FVTC. In such event, the County agrees it will grant an easement substantially similar in form to this easement, at no cost to FVTC, for the purpose of relocating FVTC's facilities to another location on the County's property mutually agreeable to the parties hereto.
4. This easement shall run with the land and shall bind FVTC, the County and their respective successors, assigns and legal representatives.
5. The consideration for granting this easement shall be \$1.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the County.

FOX VALLEY TECHNICAL COLLEGE

By: _____
Jill McEwen, Vice-President for
Facilities and Operations

STATE OF WISCONSIN)
) SS
COUNTY OF OUTAGAMIE)

I, a Notary Public, within and for the State and County aforesaid, do hereby certify that **Jill McEwen**, who is personally known to me, executed and acknowledged this Easement Agreement as her free act and voluntary deed.

_____, Notary Public
State of Wisconsin
My commission expires _____.

WINNEBAGO COUNTY, WISCONSIN

By: _____
Mark L. Harris, County Executive

By: _____
Susan T. Ertmer, County Clerk

STATE OF WISCONSIN)
) SS
COUNTY OF WINNEBAGO)

I, a Notary Public, within and for the State and County aforesaid, do hereby certify that **Mark L. Harris**, who is personally known to me, executed and acknowledged this Easement Agreement as his free act and voluntary deed.

_____, Notary Public
State of Wisconsin
My commission expires_____.

STATE OF WISCONSIN)
) SS
COUNTY OF WINNEBAGO)

I, a Notary Public, within and for the State and County aforesaid, do hereby certify that **Susan T. Ertmer**, who is personally known to me, executed and acknowledged this Easement Agreement as her free act and voluntary deed.

_____, Notary Public
State of Wisconsin
My commission expires_____.

This document drafted by:
Attorney James L. Rudd
Remley & Sensenbrenner, S.C.
219 E Wisconsin Ave
Neenah WI 54956
State Bar No. 1016410

EXHIBIT A
EASEMENT DESCRIPTION

A parcel of land being part of the Northeast Quarter of the Southeast Quarter of Section 2, T17N, R16E, City of Oshkosh, Winnebago County, Wisconsin.

Commencing at the East Quarter Corner of Section 2, T17N, R16E;
Thence S02°22'12"W coincident with the East line of the Southeast Quarter of said Section 2 a distance of 896.46 feet;
Thence N87°37'48"W a distance of 781.12 feet to the point of beginning;

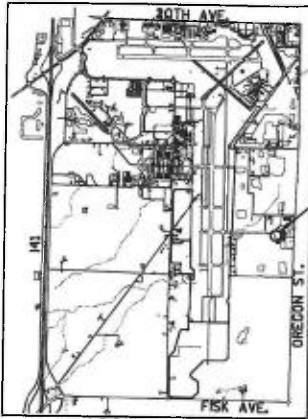
Thence S02°30'59"W a distance of 20.00 feet;
Thence N87°37'48"W a distance of 20.00 feet;
Thence N02°30'59"E a distance of 20.00 feet;
Thence S87°37'48"E a distance of 20.00 feet;

Said Parcel contains 0.01 acres (400 square feet) more or less

EXHIBIT B

ADDENDUM MAP

BEING A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, SECTION 2, T17N, R16E,
CITY OF OSHKOSH, WINNEBAGO COUNTY, WISCONSIN.



LOCATION MAP

EASEMENT
LOCATION

EAST 1/4 CORNER
SEC 2, T17N, R16E

EDGE OF BIT

APRON FOR
FVTC

896.46'

2646.24'

S02°22'12"W

SOUTHEAST
CORNER
SEC 2, T17N,
R16E

S87°37'48"E

20.00'

N87°37'48"W

781.12'

20.00'

POLE LOCATION

20.00'

EXISTING STORM SEWER PIPE

S02°30'59"W

N87°37'48"W

20.00'

EXISTING FVTC
LEASE

SCALE, FEET

0 2.5' 5'

PROJECT NO: S3387A18

DRAWN BY: MEF

DATE: 09/04/2018

SHEET: 1 OF 1

WITTMAN REGIONAL
AIRPORT
FVTC-SJ SPANBAUER TARMAC LIGHTING

Omni
ASSOCIATES

OMNI ASSOCIATES
ONE SYSTEMS DRIVE
APPLETON, WI 54914
PHONE: (920) 735-6900
FAX: (920) 830-6100

