

**Experimental Aircraft Association
Utility Easement**

Document Number

Winnebago County hereinafter referred to as **GRANTOR**, owner of the land, in consideration of the sum of One Dollar and other valuable consideration, the receipt of which is hereby acknowledged, hereby grants unto the **Experimental Aircraft Association Inc**, hereinafter referred to as **GRANTEE**, its successors and assigns, a permanent easement and right-of-way in, under and over the land hereinafter described including the right to enter upon said land for purposes of constructing, installing, repairing, altering, maintaining, and operating thereon a watermain, well, other utilities and associated appurtenances, said utility easement being through and upon that certain tract of land being a part of the Southwest Quarter of the Northwest Quarter, the Northwest Quarter of the Southwest Quarter and the Southwest Quarter of the Southwest Quarter of Section 11, Township 17 North, Range 16 East, Town of Nekimi, Winnebago County, Wisconsin, described as follows:

Return to:
Experimental Aircraft Association
Attn: Steve Taylor
3000 Poberezny Road
Oshkosh WI, 54902

**0120209, 1020207, 102020801, 1020201,
102020101**

Parcel Identification Number (PIN)

Legal description is attached and made part of this document by reference.

Grantor shall have the right to use the strip for purposes not inconsistent with the GRANTEES full enjoyment of the rights hereby granted.

Grantee shall be responsible for the installation, operation, repair and maintenance of the water main, well and all associated appurtenances therewith. Any improvements on the Easement Property shall be constructed, operated and maintained at no cost to the Grantor. Grantee shall refill any trenches in which underground utilities are placed and restore the surface of the Easement Property to the same nature as it was prior to said utility installation. If Grantee 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 Grantee on said land will be performed in a proper workmanlike manner and, during progress of such work, Grantee will properly safeguard all airport facilities and repair any associated damaged property at Grantee's sole cost.

In the event the Grantor should decide, in the future, to develop the property burdened by this easement into another use, the Grantor may, in its discretion, give notice to Grantee requiring said utility improvements be abandoned and relocated. Should relocation of the Grantee's facilities on the Easement Property be required, all costs incurred through the relocation of said utility improvements shall be borne solely by Grantee. In such event, the Grantor agrees it will grant an easement substantially similar in form to this easement, at no cost to Grantee, for the purpose of relocating Grantee's utility improvements to another location on the County's property mutually agreeable to the parties hereto.

The grant of permanent easement shall run with the land and shall be binding on and shall inure to the benefit of the parties hereto, their heirs, successors, or assigns.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this _____ day of _____ 20 **19** .

GRANTOR:

Winnebago County

State of)
_____) ss

County)

Personally, came before me this _____ day of _____ 20 ____ the above named _____
_____ to me known to be the person(s) who executed the above and foregoing instrument and acknowledged the same.

Notary Public

My commission expires: _____

IN WITNESS WHEREOF, the undersigned has set his hand and seal this _____ day of _____ 20 **19** .

GRANTEE:

Experimental Aircraft Association

Association

State of)
_____) ss

County)

Personally, came before me this _____ day of _____ 20 ____ the above named _____
_____ to me known to be the person(s) who executed the above and foregoing instrument and acknowledged the same.

Notary Public

My commission expires: _____

10' Utility Easement Description:

Being a part of the Southwest Quarter of the Northwest Quarter, the Northwest Quarter of the Southwest Quarter and the Southwest Quarter of the Southwest Quarter of Section 11, Township 17 North, Range 16 East, Town of Nekimi, Winnebago County, Wisconsin, described as follows:

Commencing at the Southwest Corner of Section 11;

Thence N00°09'35"E coincident with the West line of the Southwest Quarter of said Section 11, a distance of 973.13 feet to the point of beginning.

Thence continuing N00°09'35"E coincident with said West line a distance of 10.00 feet;

Thence S89°28'42"E a distance of 846.25 feet;

Thence N00°31'18"E a distance of 1902.15 feet;

Thence N89°28'42"W a distance of 30.00 feet;

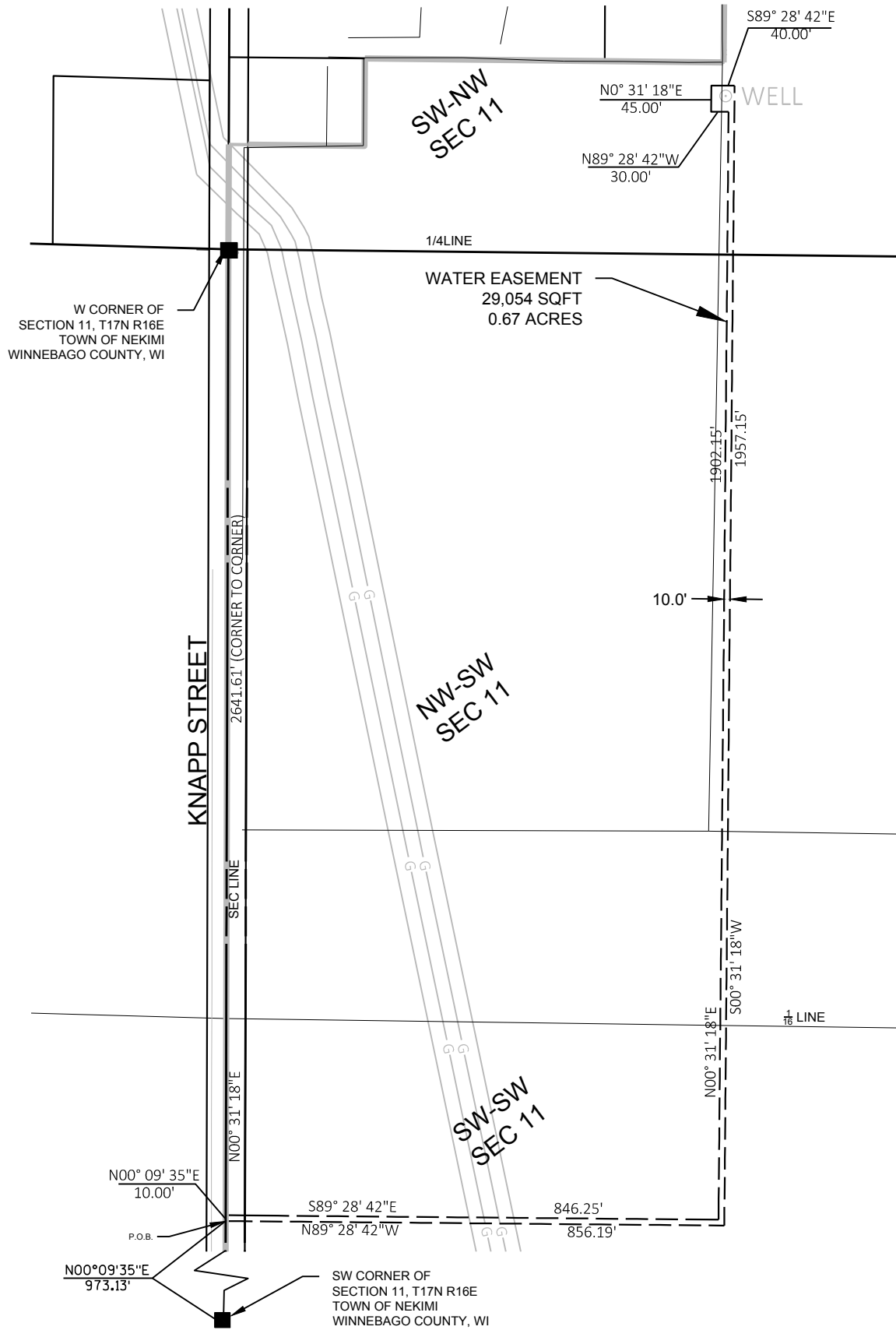
Thence N00°31'18"E a distance of 45.00 feet;

Thence S89°28'42"E a distance of 40.00 feet;

Thence S00°31'18"W a distance of 1957.15 feet;

Thence N89°28'42"W a distance of 856.19 feet to the West line of the Southwest Quarter of Section 11 and the point of beginning, containing 29,384 square feet (0.67 acres) more or less. Subject to all easements and restrictions of record

EXHIBIT "A" WATERMAIN EASEMENT



DATE:	2/6/19
DRAFTED BY:	JLS
PROJECT NAME:	M1260A19
FILE NAME:	C100-S40
FIGURE NO.:	

EXHIBIT "A" MAP
 EAA 10' WATERMAIN EASEMENT
 TOWN OF NEKIMI, WINNEBAGO COUNTY, WISCONSIN

