

**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 Wittman Regional Airport on behalf of Winnebago County, **GRANTOR**, conveys a permanent limited easement as described below to Northern Telephone & Data Corporation, **GRANTEE**, for the sum of one dollar dollars (\$1.00) for the purpose of installing and maintaining a fiber optic line.

**Legal Description:**

See Exhibit A for easement description and Exhibit B for map of easement location.

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

91323010000, 91323340000, 91334411000,  
91334413000, 9133444000, 91323530000

**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.**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

State of

)  
) ss.  
County

On the above date, this instrument was acknowledged before me by the named person(s).

\_\_\_\_\_  
Signature, Notary Public, State of Wisconsin

\_\_\_\_\_  
Print Name, Notary Public, State of Wisconsin

\_\_\_\_\_  
Date Commission Expires

**ADDENDUM A  
UTILITY EASEMENT CONDITIONS**

The **GRANTOR** is the owner and operator of the 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.