

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 Wisconsin Bell Inc., d/b/a AT&T – Wisconsin, a Wisconsin Corporation, and its affiliates and licensees, successors and assigns, (collectively) **GRANTEE**, for the sum of one dollar (\$1.00) for the purpose of fiber optic placement to existing 25'x30' SBC easement found in document # 1320217 and being recorded in Winnebago County Register of Deeds.

Legal Description for AT&T Easement:

Located in part of the Southeast Quarter of the Northeast Quarter of Section 34 and part of the Southwest Quarter of the Northwest Quarter of Section 35, all in Township 18 North, Range 16 East, City of Oshkosh, Winnebago County, Wisconsin, more particularly described as follows:

Commencing at the East Quarter Corner of said Section 34; thence North 00 degrees 23 minutes 06 seconds East along the East Line of the Northeast Quarter of said Section 34, a distance of 32.47 feet to the Point of Beginning; thence North 89 degrees 18 minutes 25 seconds West, a distance of 192.74 feet to the beginning point of a curve; thence 112.80 feet along the arc of a curve concave to the South, having a radius of 422.17 feet, and measured along a chord bearing North 78 degrees 14 minutes 13 seconds West, a distance of 112.47 feet to the ending point of said curve; thence North 88 degrees 54 minutes 42 seconds West, a distance of 517.14 feet; thence North 88 degrees 35 minutes 25 seconds West, a distance of 341.67 feet to the East Right-of-Way (ROW) Line of Knapp Street; thence North 01 degrees 06 minutes 47 seconds East along said East ROW Line, a distance of 12.00 feet; thence South 88 degrees 35 minutes 25 seconds East, a distance of 341.70 feet; thence South 88 degrees 54 minutes 42 seconds East, a distance of 517.42 feet to the beginning point of a curve; thence 114.34 feet along the arc of a curve concave to the South, having a radius of 434.17 feet, and measured along a chord bearing South 78 degrees 23 minutes 22 seconds East, a distance of 114.01 feet to the ending point of said curve; thence South 89 degrees 18 minutes 25 seconds East, a distance of 220.41 feet to the West Line of a 25' x 30' SBC Easement recorded as Document No. 1320217 at the Winnebago County Register of Deed's Office; then South 00 degrees 23 minutes 06 seconds West along said West Line, a distance of 12.00 feet; thence North 89 degrees 18 minutes 25 seconds West, a distance of 29.70 feet to the Point of Beginning.

See attached Exhibit "A"; incorporated into and made a part hereof by reference.

Together with all the associated rights and privileges for the full enjoyment or use of the Easement Area for the aforesaid purpose, including but not limited to the following rights: (1) the right of ingress and egress to the Facilities located upon, over, in or under the Easement Area for the purpose of locating, constructing, reconstructing, maintaining, operating, patrolling, repairing and removing Facilities; (2) the right to use property of Grantor outside of and adjacent to the Easement Area for ingress and egress; (3) the right to trim, cut down or control the growth of any trees or other vegetation on the Easement Area and such other trees and vegetation adjacent thereto as in the judgement of AT&T may interfere with the construction, reconstruction, maintenance, operation, repair, use of, the Facilities or equipment appurtenant thereto.

AT&T shall keep the Easement Area free and clear of any and all liens for labor performed or materials furnished at the request or for the benefit of AT&T. AT&T shall leave the Easement Area in good or better condition than its initial condition, and shall comply with all rules and regulations, whether federal, state, county, or municipal, relating to the use of the Easement Area.

Grantor will not construct or place any buildings, structures, trees, plants, or other obstructions on the Easement Area which could result in a violation of the minimum clearance requirements of the National Electrical Safety Code or other applicable laws or regulations could interfere with the operation and maintenance of the Facilities.

AT&T shall exercise the rights granted in this Agreement at its own risk, and agrees to indemnify and hold Grantor harmless for any property damage or personal injury resulting from the negligence of AT&T in connection with AT&T's exercise of the rights granted herein, unless such damage or injury is due to the negligence or willful misconduct of Grantor.

Grantor warrants and represents that Grantor has good title to the property described herein, free and clear from all liens and encumbrances, except easement and restrictions of record.

This instrument shall be binding upon the Grantor, his heirs, personal representatives, successors and assigns, and incorporates all agreements and stipulations between the parties and that no prior representations or statements, verbal or written, shall modify, add to or change the terms hereof.

THE CONDITIONS OF SAID EASEMENT OVER THE ABOVE DESCRIBED PARCEL ARE AS STIPULATED IN THE ATTACHED "ADDENDUM A". ADDENDUM A AND EXHIBIT "A" 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 - Room 701
PO Box 7914
Madison, WI 53707-7914

Parcel Identification Number/Tax Key Number

91323010000 & 91413530000

Signature _____ Date _____

Mark L. Harris, County Executive
Print Name _____

Signature _____ Date _____

Susan T. Ertmer, County Clerk
Print Name _____

Signature _____ Date _____

Print Name _____

Signature _____ Date _____

Print Name _____

_____ Date

State of Wisconsin

)
) ss.
County

Winnebago _____

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**

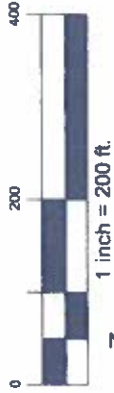
The **GRANTOR** is the owner and operator of Wittman Regional Airport, situated in the County of Winnebago, State of Wisconsin, and is obligated to meet standards established by the Federal Aviation Administration relating to airport safety and the protection of aircraft landing and taking off from said 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 with Grantee's negligence in the exercise of the rights granted herein.
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"

LOCATED IN PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34 AND PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35, ALL IN TOWNSHIP 18 NORTH, RANGE 16 EAST, CITY OF OSHKOSH, WINNEBAGO COUNTY, WISCONSIN

GRAPHIC SCALE



CENTER 1/4 CORNER
S34 T18N R16E
FOUND 4" WINN. CO MON

KNAPP ST.
1511.72'
N01° 06' 47"E
12.00'
N01° 06' 47"E
53.38'

Curve Table							
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length	Tangent In	Tangent Out
C1	422.17	15°18'34"	112.80	N78°14'13"W	112.47	N70°34'56"W	N85°53'30"W
C2	434.17	15°05'19"	114.34	S78°23'22"E	114.01	S70°50'43"E	S85°56'02"E

2626.12'

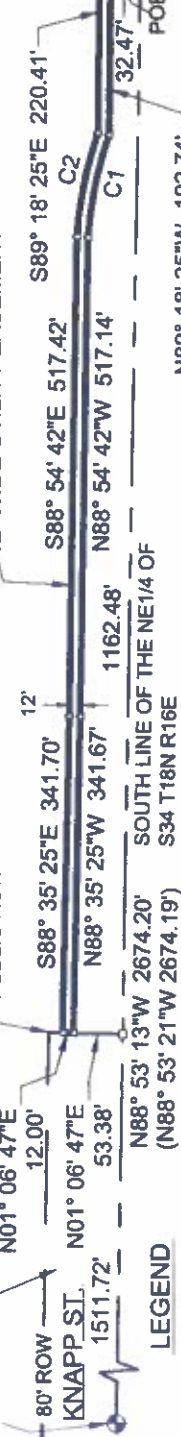
TAX ID# 91323010000

TAX ID# 91413530000

END OF KNAPP ST.
PUBLIC ROW

12'-WIDE UTILITY EASEMENT

EXISTING 25'x30' SBC EASE
DOC# 1320217
S00° 23' 06"W
12.00'
EAST 1/4 CORNER
S34 T18N R16E
FOUND 1" O.D. IRON PIPE
N89° 18' 25"W
29.70'



LEGEND

- GOVERNMENT CORNER
 - FD 0.75" IRON BAR
 - SET MAG NAIL
 - △ SET 3/8" X 12" SPIKE
 - COMPUTED POINT
 - () *RECORDED AS* DATA
- POB POINT OF BEGINNING

Legal Description for AT&T Easement:

Located in part of the Southeast Quarter of the Northeast Quarter of Section 34 and part of the Southwest Quarter of the Northwest Quarter of Section 35, all in Township 18 North, Range 16 East, City of Oshkosh, Winnebago County, Wisconsin, more particularly described as follows:

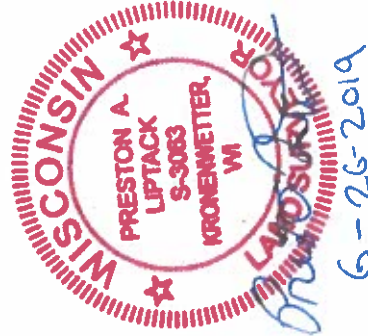
Commencing at the East Quarter Corner of said Section 34; thence North 00 degrees 23 minutes 06 seconds East along the East Line of the Northeast Quarter of said Section 34, a distance of 32.47 feet to the Point of Beginning; thence North 89 degrees 18 minutes 25 seconds West, a distance of 192.74 feet to the beginning point of a curve; thence 112.80 feet along the arc of a curve concave to the South, having a radius of 422.17 feet, and measured along a chord bearing North 78 degrees 14 minutes 13 seconds West, a distance of 112.47 feet to the ending point of said curve; thence North 88 degrees 54 minutes 42 seconds West, a distance of 517.14 feet; thence North 88 degrees 35 minutes 25 seconds West, a distance of 341.67 feet to the East Right-of-Way (ROW) Line of Knapp Street; thence North 01 degrees 06 minutes 47 seconds East along said East ROW Line, a distance of 12.00 feet; thence South 88 degrees 35 minutes 25 seconds East, a distance of 341.70 feet; thence South 88 degrees 54 minutes 42 seconds East, a distance of 517.42 feet to the beginning point of a curve; thence 114.34 feet along the arc of a curve concave to the South, having a radius of 434.17 feet, and measured along a chord bearing South 78 degrees 23 minutes 22 seconds East, a distance of 114.01 feet to the ending point of said curve; thence South 89 degrees 18 minutes 25 seconds East, a distance of 220.41 feet to the West Line of a 25' x 30' SBC Easement recorded as Document No. 1320217 at the Winnebago County Register of Deed's Office; thence South 00 degrees 23 minutes 06 seconds West along said West Line, a distance of 12.00 feet; thence North 89 degrees 18 minutes 25 seconds West, a distance of 29.70 feet to the Point of Beginning.



Bearings are referenced to the
WISCONSIN, Winnebago County, NAD 83
(2011) and referenced to the East Line
of the Northeast Quarter of S34, T18N,
R16E measured as N00° 23' 06" E

JUNE 25, 2019

mi-TECH
Ford Du Lac • Green Bay • Madison • New Berlin
800.465.8050



UT. NO. A01HE5P
PO# 754384