

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 WIN, LLC, **GRANTEE**, for the sum of one dollar (\$1.00) for the purpose of fiber optic placement to cellular tower.

Legal Description:

LEGAL DESCRIPTION OF 10' WIDE WISCONSIN INDEPENDENT NETWORK (WIN) NON-EXCLUSIVE EASEMENT: PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, IN SECTION 34, TOWNSHIP 18 NORTH, RANGE 16 EAST, CITY OF OSHKOSH, WINNEBAGO COUNTY, WISCONSIN, WITH THE CENTERLINE OF THE 10' WIDE EASEMENT, BEING 5' ON EACH SIDE, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 34; THENCE SOUTH 88 DEGREES 47 MINUTES 02 SECONDS EAST 903.21 FEET, ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 34, THENCE NORTH 46 DEGREES 47 MINUTES 57 SECONDS EAST 551.01 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 51 SECONDS EAST 464.37 FEET, ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 AS SURVEYED BY CALVIN HAWKSWORTH ON 1/23/1978 AND AS DESCRIBED IN DOCUMENT 510754, TO THE POINT OF COMMENCEMENT OF THE CENTERLINE OF 10' WIDE EASEMENT; THENCE SOUTH 89 DEGREES 37 MINUTES 28 SECONDS EAST 50.00 FEET, BEING PARALLEL AND 5' NORTH AND SOUTH OF EXISTING CELL TOWER COMPOUNDS, TO THE POINT OF TERMINATION OF THE CENTERLINE OF 10' WIDE EASEMENT.

A map or survey of the Easement Area, if attached to this Easement, is incorporated into this Easement 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 WIN may interfere with the construction, reconstruction, maintenance, operation, repair, use of, the Facilities or equipment appurtenant thereto.

WIN 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 WIN. WIN 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.

WIN 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 WIN in connection with WIN'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 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

913344400000

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

Winnebago _____)
County) ss.

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

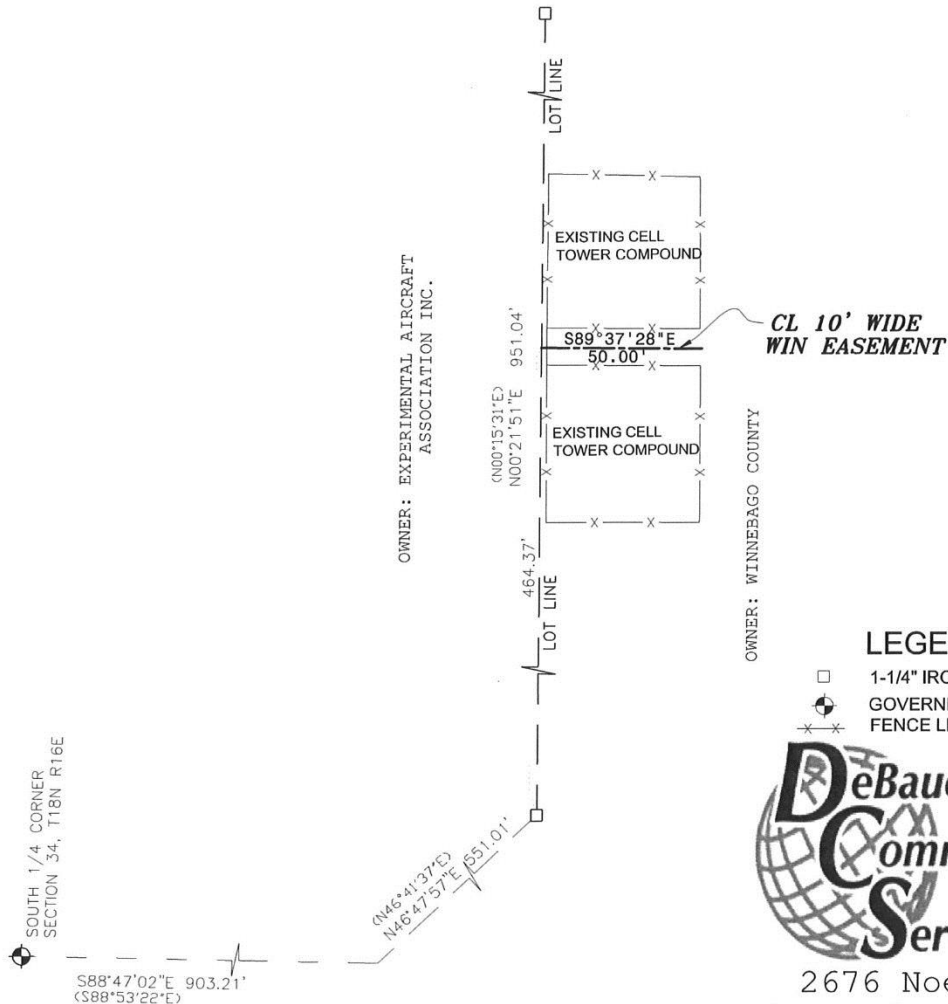
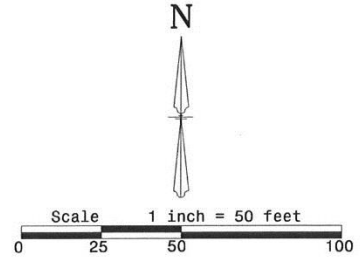
**ADDENDUM A
UTILITY EASEMENT CONDITIONS**

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" FOR WIN EASEMENT

LEGAL DESCRIPTION OF 10' WIDE WISCONSIN INDEPENDENT NETWORK(WIN) NON-EXCLUSIVE EASEMENT:
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DeBauche
Communication
Services

2676 Noel Drive
 Green Bay, Wi 54311
 (920) 288-8991