

Document Number

PERMANENT LIMITED EASEMENT

Wisconsin Department of Transportation - Aeronautics

Exempt from fee: s.77.25(12) Wis. Stats.

DT1468 97 Ch. 114 Wis. Stats.

THIS EASEMENT, made by **Winnebago County, a municipal corporation, on behalf of Wittman Regional Airport, GRANTOR**, conveys a permanent limited easement as described below to the **Wisconsin Public Service Corporation, GRANTEE**, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby give and grant unto the Grantee, its successors and assigns, the perpetual right, permission, authority and privilege to construct, install and maintain a four-inch (4") and six-inch (6") wrapped steel (W.S.) natural gas main and the necessary and usual appurtenant equipment, all for the purpose of providing gas service upon, over, across, within and beneath certain easement areas as described below, and shown on attached Exhibit "A", on land owned by said Grantor in the City of Oshkosh, County of Winnebago, State of Wisconsin, Described as follows, to-wit:

Other persons having an interest of record in the property: none

This is not homestead property:

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

91413820000, 91413510000,

Legal Description: UTILITY EASEMENT AND LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART OF HEREOF BY REFERENCE.

UTILITY EASEMENT

Being a part of the Southeast Quarter of the Northeast Quarter and part of the Northeast Quarter of the Southeast Quarter of Section 35, T18N, R16E, City of Oshkosh, Winnebago County, Wisconsin.

Said gas main is located within a strip of land 12 feet (12') wide, the centerline of said strip of land being described as follows.

Commencing at a Berntsen monument marking the North One Quarter Corner of Section 35, T18N, R16E; thence S89°26'04"E along the North line of the Northeast Quarter of Section 35 a distance of 877.00 feet; thence S24°16'10"E along the centerline of the existing gas line easement and its extension thereof a distance of 1873.34 feet to the point of beginning;

Thence N64°09'47"E along the centerline of a new easement a distance of 66.18 feet; thence S24°15'14"E along the centerline of said new easement a distance of 577.60 feet to the North right-of-way line of Hughes Road being "Point A" and being the end of said new easement. Said end point being N41°17'39"W and 2946.58 feet from the said North One Quarter Corner of Section 35.

Together with a gas main located within a strip of land 12 feet (12') wide, The centerline of said strip of land being described as follows.

Commencing at "Point A"; thence S35°27'56"W along the North right-of-way line of Hughes Road a distance of 684.86 feet to the point of beginning.

Thence N50°30'55"W along the centerline of said new easement a distance of 149.75 feet to the existing gas line easement being "Point B" and being the end of said new easement. Said end point being N28°02'38"W and 3037.82 feet from the said North One Quarter Corner of Section 35.

Said easements replace 2 segments of underground 10' gas main easement in Document 588123 to be abandoned, the centerline of the segments of abandoned easements described as follows:

Being a part of the Southeast Quarter of the Northeast Quarter of Section 35, T18N, R16E, City of Oshkosh, Winnebago County, Wisconsin.

Commencing at a Berntsen monument marking the North One Quarter Corner of Section 35, T18N, R16E; thence S89°26'04"E along the North line of the Northeast Quarter of Section 35 a distance of 877.00 feet; thence S24°16'10"E along the centerline of the existing gas line easement and its extension thereof a distance of 1873.34 feet to the point of beginning;

Thence continuing S24°16'10"E along the centerline of the existing gas line easement a distance of 109.13 feet to the beginning of a curve to the right having a delta angle of

103°49'15", a radius of 366.65 feet and a long chord being S27°36'58"W a distance 577.14 feet; thence along said curve 664.38 feet; thence N79°31'35"E along the centerline of the existing gas line easement a distance of 75.70 feet.

Also beginning at "Point B; thence S12°58'44"E along the centerline of the existing gas line easement a distance of 199.84 feet to the North right-of-way line of Hughes Road being the end of said segment.

SEE ATTACHED EXHIBIT "A" FOR SPECIFIC EASEMENT AREA.

The Grantee(s) shall have the right to go upon the Grantor's property outside of the easement area for the purpose of gaining access to the easement area in the event direct access to the easement area is not possible. Grantee (s) shall notify the Grantor, when possible, before going upon the Grantor's property, except in the event of an emergency.

The Grantee(s) shall refill any trenches in which said gas mains are laid, promptly and properly tamp the same and restore the surface; and if the Grantee(s) shall at any future time open said trenches for the purpose of repairing, renewing, or removing said gas mains, it will, as soon as said work is done, restore the ground, and that all work performed by the Grantee(s) on said land will be performed in a proper workmanlike manner, and that during the progress of the work, the Grantee(s) will properly safeguard said trench.

The Grantee(s) shall have the right to trim or remove any trees which in their judgment may interfere with or endanger said gas facilities.

IT IS FURTHER MUTUALLY AGREED that the Grantee shall not bring any vehicle or other equipment into, nor conduct repairs, maintenance or other operations within in the boundaries of the Airport property, except at such times as may be designated for such purposes by an authorized representative of the Grantor, subject, however to the provisions set forth below in this paragraph. No such authorized representative of the Grantor shall 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 a representative of the Grantor, enter, bring any vehicle and equipment into and conduct repair, maintenance and other operations within that portion of lands described in the above mentioned right-of-way which is located within the boundary of the Airport property, in the event of a break, leak or other serious condition in the facility constructed on said lands, or in the event of any other emergency situation arising with respect to said facility.

The Grantor reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft over the ground and in the air space above the surface of the real property herein described, together with the right to cause on said ground and in said air space such sound as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in said air space and for use of said air space and ground for landing on, taking off from or operating on Wittman Regional Airport.

The Grantee expressly agrees for itself, its successors and assigns that no poles, surface markers or surface structures of any kind shall be placed upon the Airport property.

The Grantee will not permit or suffer the use of the land described above in such manner as to create any electrical interference with radio communications between the installation upon Wittman Field Airport and any aircraft so as to make it difficult for flyers to distinguish between airport lights and others or as to result in glare in the eyes of flyers using said airport or as to impair visibility in the vicinity of the airport, or as to otherwise endanger the landing, taking off, or maneuvering of aircraft to and from the airport.

The Grantee expressly agrees for itself, its successors and assigns, to prevent any use of the herein described real property which will interfere with or adversely affect the operation or maintenance of Wittman Regional Airport.

Any improvements on the afore described easement area shall be constructed and maintained at no cost to the Grantor or the Federal Aviation Administration. Should the gas main constructed in said easement area require relocation or encasement, the same shall be done again with no cost to the Grantor or the Federal Aviation Administration.

IS FURTHER MUTUALLY AGREED that no building, tree, or other substantial or permanent structure shall be placed upon said property by Grantee.

The Grantee hereby 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.

The Grantor agrees that it will not construct any improvements, including buildings, concrete structures, or other objects, or change the grade more than four (4) inches over any gas main or service or electric cable without first securing the prior written consent of the Grantee. This agreement is to insure the conformance of the easement with the Wisconsin Gas Safety Code and the Grantee's construction standards. Should relocation of the Grantee's facilities be required to allow for construction of new facilities, or expansion of existing facilities, by the Grantor, all costs incurred through the relocation of said facilities to avoid such buildings, concrete structures, or other objects or as to obtain proper depth of land cover shall be borne by the Grantee. The Grantor agrees to grant a perpetual easement, at no additional cost to Grantee, for the purpose of relocating Grantee's facilities on Grantor's property.

IN WITNESS WHEREOF, said Grantor has hereunto set its hand and seal the day and year first above written.

WINNEBAGO COUNTY, a municipal corporation in the State of Wisconsin.

By: Mark L. Harris – County Executive

By: Susan T. Ertmer – County Clerk

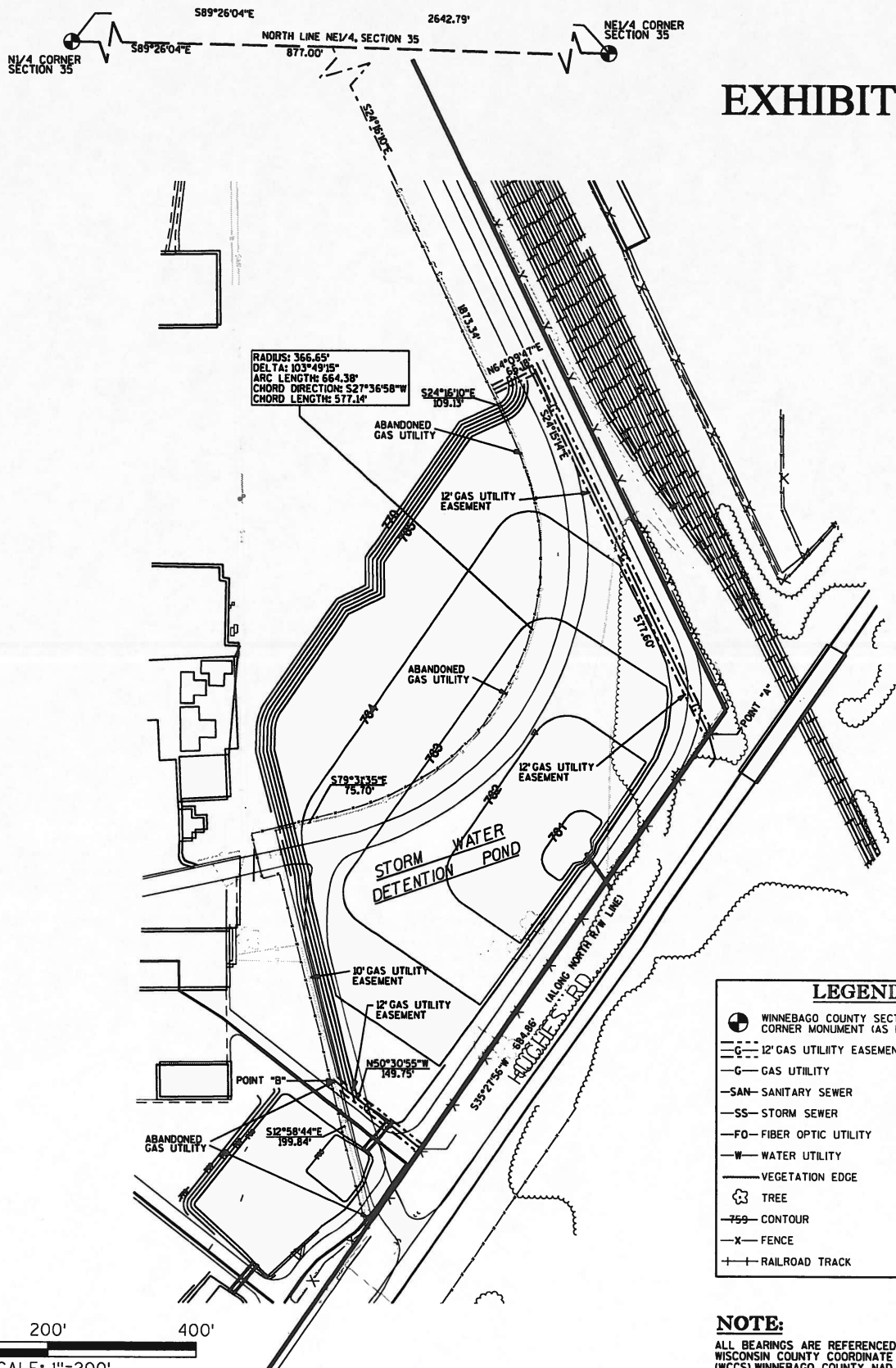
STATE OF WISCONSIN)
) SS
WINNEBAGO COUNTY)

Personally came before me this _____ of _____, 2012,
The above-named Mark L. Harris, its County Executive, and Susan T. Ertmer, its County
Clerk, for Winnebago County, a municipal corporation in the State of Wisconsin, to me
known to be the persons who executed the foregoing instrument and acknowledged that
they executed and delivered the same and for the act and deed of said corporation.

Notary Public, Winnebago County, Wisconsin
My Commission (expires)

This instrument drafted by: **David A. Yurk, Registered Land Surveyor S2648,
OMNNI Associates**

EXHIBIT "A"

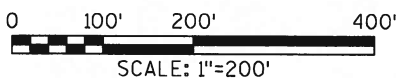


LEGEND:

- WINNEBAGO COUNTY SECTION CORNER MONUMENT (AS NOTED)
- 12' GAS UTILITY EASEMENT
- GAS UTILITY
- SAN- SANITARY SEWER
- SS- STORM SEWER
- FO- FIBER OPTIC UTILITY
- W- WATER UTILITY
- VEGETATION EDGE
- TREE
- 750- CONTOUR
- FENCE
- RAILROAD TRACK

NOTE:

ALL BEARINGS ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM (WCCS) WINNEBAGO COUNTY, NAD 1983 (1997) ADJUSTMENT.



DATE 8/8/2012	DIRECTORY NO.
PROJECT NO. E1945A10	DRAFTED BY BAW
SHEET 1 OF 1	DRAWING NAME GasEasement

SURVEY FOR: PARCEL 107

12' GAS UTILITY EASEMENT
Wittman Regional Airport
525 W 20th Ave
Oshkosh, WI 54902

OMNI
ASSOCIATES

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