

AVIGATION EASEMENT

Document Number

Document Title

THIS INDENTURE made this ____ day of _____, 19____, by and between _____ (titleholder(s) of property), hereinafter referred to as Grantor, and Outagamie County, a municipal corporation organized and existing under the laws of the State of Wisconsin, hereinafter referred to as Grantee, witnesseth:

WHEREAS, the Grantor is the owner in fee of a certain parcel of land in Outagamie County, State of Wisconsin; and

WHEREAS, said parcel of land is near the Outagamie County Regional Airport, is within an airport overlay zone as defined by the Outagamie County Airport Zoning Ordinance; and

WHEREAS, the Grantee is the owner and operator of the Outagamie County Regional Airport; and

WHEREAS, the Grantor proposes to use said land as follows:

Develop or maintain residential use of a nonconforming structure in:

- Zone 1
Zone 2A
Zone 2B
Zone 3

Recording Area

Name and Return Address

Parcel Identification Number (PIN)

which use and development require approval by Municipal and County authorities subject to the applicable provisions of law; and

WHEREAS, the Grantor has been advised that the subject property may be located in a noise-impacted area; that these present and future noise impacts might be annoying to users of the land for its stated purpose and might interfere with the unrestricted use and enjoyment of the property in its intended use; that these noise impacts might change over time by virtue of greater numbers of aircraft, louder aircraft, seasonal variations, and time-of-day variations; that changes in airport, aircraft, and air traffic control operating procedures or in airport layout could result in increased noise impact; and that the grantor's and user's own personal perceptions of the noise exposure could change and that his or her sensitivity to aircraft noise could increase;

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements and conditions contained herein, the parties hereto agree as follows:

Grantor does hereby grant a permanent noise and avigation easement to Grantee over all of the following described real estate:

Legal Description (attach additional page, if needed)

Grantor hereby covenants, both for himself and his heirs, executors, administrators and assigns, for and during the life of this easement as follows:

By virtue of this agreement, the Grantor, for and on behalf of himself and all successors in interest to any and all of the real property above described, waives as to Grantee or any successor agency legally authorized to operate said airport, any and all claims for damage resulting from aircraft operation incurred as a result of aircraft using the "easement" granted herein regardless of any future changes in volume or character of aircraft overflights, or changes in airport design and operating policies, or changes in air traffic control procedures.

The Grantor, for and on behalf of himself and all successors in interest to any and all of the real property above described, does further hereby covenant and agree with the Grantee, its successors and assigns, that it will not, from and after the effective date hereof, sue, prosecute, molest, or trouble the Grantee, its successors and assigns, in respect to or on account of the flight of any and all aircraft over or near the said parcel of land, or for any effects resulting therefrom including but not limited to noise, air pollution, or any and all other possible damages to or taking of said property resulting from operation of aircraft within the easement. Such covenant and agreement shall not, however, preclude Grantor from commencing suit against Grantee for bodily injury, or personal property or real property damaged by the collision of aircraft, which is caused by the negligence of the County or its employees.

These covenants and agreements shall run with the land of the Grantor, as hereinabove described, for the benefit of the Grantee, and its successors and assigns in the ownership, use and operation of the aforesaid Airport.

Grantee, its successors and assigns, shall have and hold said easement and all rights appertaining thereto until said airport shall be abandoned and shall cease to be used for airport purposes. This easement is granted to Grantee by Grantor in consideration of Grantee's consenting to Grantor's continued use of the subject property for the following non-conforming use: _____, and this easement will terminate, notwithstanding any language to the contrary herein, in the event that Grantee or the Town of _____ or State of Wisconsin take any action which results in the termination of the Grantor's right to further continuation of such non-conforming use.

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

* _____ (print name) (SEAL)

* _____ (print name) (SEAL)

NOTARY ACKNOWLEDGMENT

STATE OF WISCONSIN)
COUNTY OF OUTAGAMIE) ss.

Personally, came before me, this ____ day of _____, 19____, the above-named _____
_____ to me known to be the person(s) who executed the foregoing
instrument and acknowledged the same.

DRAFTED BY:
Joseph P. Guidote, Jr.
Outagamie Co. Corporation Counsel
410 S. Walnut Street
Appleton, WI 54911

Notary Public, Outagamie County, Wisconsin
My Commission (is) (expires) _____