

170649

VOL 315 PAGE 503

original

Received for record, this 15th day of June, 1976 at 8:00 o'clock A.M.
Carroll Rogers, Dep
Vilas County, Wis. Register of Deeds

A.D.A.P. No. 7-55-0017-01

AVIGATION EASEMENT
Parcel No. 23

Eagle River Union Airport

This indenture made this 25th day of May, 19 76, by and between Northland Area Development Company of Eagle River, County of Vilas, State of Wisconsin, hereinafter referred to as Grantor, and the City of Eagle River

a municipal corporation organized and existing under the laws of the State of Wisconsin, hereinafter referred to as Grantee, witnesseth:

WHEREAS, the Grantee is the owner and operator of the Eagle River Union Airport, situated in the said County of Vilas, State of Wisconsin, and in

close proximity to the land of the Grantor as hereinafter described and the Grantee desires to obtain and preserve for the use and benefit of the public a right of free and unobstructed flight for aircraft landing upon, taking off from, or maneuvering about the said airport,

NOW THEREFORE, for and in consideration of the sum of \$1.00 and other good and valuable consideration, the receipt whereof by the Grantor is hereby acknowledged, the Grantor does hereby grant, bargain, sell and convey unto the Grantee, its successors and assigns, for the benefit of the general public at large, an easement and right-of-way for the free unobstructed passage of aircraft, and the right to cause such sound as may be inherent in the operation of such aircraft, by whomsoever owned or operated, in and through the airspace over and across those parts of the Grantor's said land which are bounded and described as follows:

A parcel of land being a part of the NW 1/4 - SW 1/4, NE 1/4 - SW 1/4, SW 1/4 - NW 1/4, SE 1/4 - NW 1/4, NE 1/4 - NW 1/4, NW 1/4 - NE 1/4 and the SW 1/4 - NE 1/4, Section 21, Township 40 North, Range 10 East, Town of Lincoln, Vilas County, Wisconsin, more particularly described as follows:

Commencing at the West 1/4 corner of Section 21, T40N, R10E, thence S 89° 14' E along the South line of the SW 1/4 - NW 1/4, 861.10' to a point on the Easterly right-of-way line of a Town Road, said point be the place of beginning, and running:

1. Thence N32° 22' 30"E along the Easterly right-of-way line of a Town Road, 138.08' to a point;
2. Thence N41° 16'E along the Easterly right-of-way line of a Town Road 1840.65' to a point;
3. Thence N33° 58'W along said Town Road right-of-way line 66.99' to a point on the Easterly right-of-way line of U.S. Highway 45;
4. Thence N41° 16'E along the right-of-way line of U.S. Highway 45, 238.23' to a point;

5. Thence S44° 33'E, 459.43' to a point;
6. Thence S45° 27'W, 2671.76' to a point on the Easterly right-of-way line of a Town Road;
7. Thence N14° 18' 46"E along the Easterly right-of-way line of a Town Road, 325.69' to a point;
8. Thence N32° 22' 30"E along the Easterly right-of-way line of a Town Road 183.39' to a point, said point being the place of beginning.

Parcel No. 23 contains 17.52 acres.

- 2 -

provided, however, that the airspace in which the said easement and right-of-way is herein granted shall be that which lies above the following heights above the present surface of the said land.

Approximately forty-seven and no/100 feet (47.00') above the surface, more accurately stated as one thousand six hundred eighty-four and no/100 feet above Mean Sea Level (1,684.00'M.S.L.) over that part of the described parcel of land lying southwest of a reference line described as follows:

Commencing at the west 1/4 corner of Section 21, T40N, R10E, thence S 89° 14' E along the south line of the SW 1/4 - NW 1/4, 1,156.31' to the point of intersection with the east boundary of the described parcel of land, thence N 45° 27' E 185.01' along said east boundary to the point of beginning of a reference line, said reference line having a bearing of N 44° 33' W, at right angles to the NE-SW runway centerline extended.

The height above that part of the described parcel of land lying northeast of said reference line shall be as described above at all points along said reference line, thence on an inclined plane increasing one foot (1') in height for every thirty-four feet (34') measured horizontally in a northeasterly direction, bearing N 45° 27' East and parallel to the extended centerline of the NE-SW runway, to the northeast boundary of said parcel of land.

Determination of non-conforming obstructions shall be based on the Mean Sea Level elevation (a) given above.

And in furtherance of the said easement and right-of-way the Grantor, for the considerations hereinabove set forth, does hereby grant and convey to the Grantee, its successors and assigns, a continuing right to keep the airspace above the aforesaid heights clear and free from any and all fences, crops, trees, poles, buildings, and other obstructions of any kind or nature whatsoever which now extend, or which may at any time in the future extend, above the aforesaid heights of land, together with the right of ingress to, egress from, and passage over the land of the Grantor first above described for the purpose of effecting and maintaining such clearances and of removing any and all obstructions which now or may hereafter extend above the said heights.

All rights hereby granted are limited to the exercise of such rights at or above the height limitations over the Grantor's land (M.S.L.) herein specified, and their effect on the parcel of land herein described.

To have and to hold said easement and all rights appertaining thereto unto the Grantee, its successors and assigns, until said airport shall be abandoned and shall cease to be used for airport purposes.

* Trees penetrating, and/or approaching to within five feet (5') of the described height limitations may be cleared by selective cutting to within one foot (1') above the ground.

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

- (a) Grantor shall not hereafter construct nor permit nor suffer to remain upon said land any obstruction that extends above the heights aforesaid, and
- (b) Grantor shall not hereafter use or permit or suffer use of the land first above described in such a manner as to create electrical interference with radio communication between the installation upon the aforesaid Airport and aircraft or as to make it difficult for fliers to distinguish between airport lights and others, or as to result in glare in the eyes of fliers using the said airport, or as to impair visibility in the vicinity of the airport, or as otherwise to endanger the landing, taking-off or maneuvering of aircraft,

and the aforesaid 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 and operation of the aforesaid Airport.

In witness whereof, the Grantor has hereunto set its hand and seal the day and year first above written.

Witnesses:

_____ Henry Kampas (L.S.)
 _____ Thomas P. Haffrey (L.S.)

NOTARY ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss
 COUNTY OF Vilas)

Personally came before me this 25th day of May, 19 76,
 the above named Henry Kampas and Thomas P. Haffrey
 to me known to be the person(s) who executed
 the foregoing instrument and acknowledged the same.

Patricia E. Lannon
 Notary Public, State of Wisconsin
 My Commission Expires 11-14-76

This instrument drafted by Division of Aeronautics

WLP:mm
10/18/67

170650

VOL 315 PAGE 506

Received for record, this 15th day of
June 19 76 at 9:00 o'clock A.M.
Carroll Rogers, Sup
Vilas County, Wis. Register of Deeds

A.D.A.P. No. 7-55-0017-01

AVIGATION EASEMENT
Parcel No. 23

Eagle River Union Airport

This indenture made this 25th day of May,
19 76, by and between Northland Area Development Company
of Eagle River, County of Vilas, State of
Wisconsin, hereinafter referred to as Grantor, and
the City of Eagle River

a municipal corporation organized and existing under the laws of the State of
Wisconsin, hereinafter referred to as Grantee, witnesseth:

WHEREAS, the Grantee is the owner and operator of the Eagle River
Union Airport, situated in the said County of
Vilas, State of Wisconsin, and in
close proximity to the land of the Grantor as hereinafter described and the Grantee
desires to obtain and preserve for the use and benefit of the public a right of free
and unobstructed flight for aircraft landing upon, taking off from, or maneuvering
about the said airport,

NOW THEREFORE, for and in consideration of the sum of \$1.00 and other good and
valuable consideration, the receipt whereof by the Grantor is hereby acknowledged,
the Grantor does hereby grant, bargain, sell and convey unto the Grantee, its
successors and assigns, for the benefit of the general public at large, an easement
and right-of-way for the free unobstructed passage of aircraft, and the right to
cause such sound as may be inherent in the operation of such aircraft, by whomsoever
owned or operated, in and through the airspace over and across those parts of the
Grantor's said land which are bounded and described as follows:

A parcel of land being a part of the NW 1/4 - SW 1/4, NE 1/4 - SW 1/4, SW 1/4 -
NW 1/4, SE 1/4 - NW 1/4, NE 1/4 - NW 1/4, NW 1/4 - NE 1/4 and the SW 1/4 - NE 1/4,
Section 21, Township 40 North, Range 10 East, Town of Lincoln, Vilas County,
Wisconsin, more particularly described as follows:

Commencing at the West 1/4 corner of Section 21, T40N, R10E, thence S 89° 14' E
along the South line of the SW 1/4 - NW 1/4, 861.10' to a point on the Easterly right-
of-way line of a Town Road, said point be the place of beginning, and running:

1. Thence N32° 22' 30"E along the Easterly right-of-way line of a Town Road, 138.08'
to a point;
2. Thence N41° 16'E along the Easterly right-of-way line of a Town Road 1840.65' to
a point;
3. Thence N33° 58'W along said Town Road right-of-way line 66.99' to a point on the
Easterly right-of-way line of U.S. Highway 45;
4. Thence N41° 16'E along the right-of-way line of U.S. Highway 45, 238.23' to a point;

5. Thence S44° 33'E, 459.43' to a point;
6. Thence S45° 27'W, 2671.76' to a point on the Easterly right-of-way line of a Town Road;
7. Thence N14° 18' 46"E along the Easterly right-of-way line of a Town Road, 325.69' to a point;
8. Thence N32° 22' 30"E along the Easterly right-of-way line of a Town Road 183.39' to a point, said point being the place of beginning.

Parcel No. 23 contains 17.52 acres.

- 2 -

provided, however, that the airspace in which the said easement and right-of-way is herein granted shall be that which lies above the following heights above the present surface of the said land.

Approximately forty-seven and no/100 feet (47.00') above the surface, more accurately stated as one thousand six hundred eighty-four and no/100 feet above Mean Sea Level (1,684.00' M.S.L.) over that part of the described parcel of land lying southwest of a reference line described as follows:

Commencing at the west 1/4 corner of Section 21, T40N, R10E, thence S 89° 14' E along the south line of the SW 1/4 - NW 1/4, 1,156.31' to the point of intersection with the east boundary of the described parcel of land, thence N 45° 27' E 185.01' along said east boundary to the point of beginning of a reference line, said reference line having a bearing of N 44° 33' W, at right angles to the NE-SW runway centerline extended.

The height above that part of the described parcel of land lying northeast of said reference line shall be as described above at all points along said reference line, thence on an inclined plane increasing one foot (1') in height for every thirty-four feet (34') measured horizontally in a northeasterly direction, bearing N 45° 27' East and parallel to the extended centerline of the NE-SW runway, to the northeast boundary of said parcel of land.

Determination of non-conforming obstructions shall be based on the Mean Sea Level elevation (s) given above.

And in furtherance of the said easement and right-of-way the Grantor, for the considerations hereinabove set forth, does hereby grant and convey to the Grantee, its successors and assigns, a continuing right to keep the airspace above the aforesaid heights clear and free from any and all fences, crops, trees, poles, buildings, and other obstructions of any kind or nature whatsoever which now extend, or which may at any time in the future extend, above the aforesaid heights of land, together with the right of ingress to, egress from, and passage over the land of the Grantor first above described for the purpose of effecting and maintaining such clearances and of removing any and all obstructions which now or may hereafter extend above the said heights.

All rights hereby granted are limited to the exercise of such rights at or above the height limitations over the Grantor's land (M.S.L.) herein specified, and their effect on the parcel of land herein described.

To have and to hold said easement and all rights appertaining thereto unto the Grantee, its successors and assigns, until said airport shall be abandoned and shall cease to be used for airport purposes.

* Trees penetrating, and/or approaching to within five feet (5') of the described height limitations may be cleared by selective cutting to within one foot (1') above the ground.

MEASURED & FILED
 Was County Surveyor's Office
 Date: 4/15/82
 By: RES
 VCS File No. B. 1736

SEC. 21

T 40 N.

R 10 E

○ 6" IRON PIPE FOUND IN PLACE
 ○ 2 1/2" IRON PIPE SET
 15% SLOPE
 1' BENCHMARK OR RECORD



WISCONSIN
 DEPARTMENT OF NATURAL RESOURCES
 SURVEYORS DIVISION
 JOHN MORLEY
 SURVEY FOR
 EAGLE RIVER, WIS.
 REG. NO. 5712-1
 REG. EXPIRES 12/31/84
 REG. NO. 5712-1

REV. 5-18-82

