|  |
| --- |
|  |
| This space is reserved for recording data |
| Return to: |
| Wisconsin Department of Transportation  Bureau of Aeronautics - Real Estate  4822 Madison Yards Way, 5th Floor, South  PO Box 7914  Madison, WI 53705-7914 |
| Parcel Identification Number/Tax Key Number |
|  |

**AVIGATION EASEMENT**

Wisconsin Department of Transportation - Aeronautics

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

BOA 8/2017 Ch. 114 Wis. Stats.

**THIS EASEMENT**, made by      , **GRANTOR**, conveys a perpetual easement as described in “Addendum ‘A’” to the   (Airport sponsor)    , on behalf of its    (airport authority name)   ,**GRANTEE**, for the sum of       dollars ($     ), for the purpose of obtaining and preserving 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.

Any person named in this deed may make an appeal from the amount of compensation within six months after the date of recording of this deed as set forth in s.32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on this deed shall be treated as the award, and the date this deed is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property:

This  homestead property.

**Property Description:**

**THE CONDITIONS OF SAID AVIGATION EASEMENT OVER THE ABOVE DESCRIBED PARCEL ARE AS STIPULATED IN THE ATTACHED “ADDENDUM A”. ADDENDUM A AND AVIGATION EASEMENT MAP ARE ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE.**

This property is an easement. This easement is acquired on behalf of the   (airport authority name)   . The airport owner is obligated to preserve airport property in accordance with state and federal grant assurances. Obligated airport property interests may not be sold or used for non-aeronautical purposes without prior written release approval by WisDOT Bureau of Aeronautics and the Federal Aviation Administration.

|  |  |  |  |
| --- | --- | --- | --- |
|  |  |  | |
| (Print Name) |  | State of Wisconsin | )  ) ss.  County ) |
| (Date) |  | On the above date, this instrument was acknowledged before me by the above-named person(s) or officers. | |
| (Signature) |  |  | |
| (Print Name) |  | (Signature, Notary Public, State of Wisconsin) | |
| (Date) |  | (Print or Type Name, Notary Public, State of Wisconsin) | |
|  |  | (Date Commission Expires) | |
|  |  |  | |

**ADDENDUM A**

**AVIGATION EASEMENT CONDITIONS**

The **GRANTEE** is the owner and operator of the       Airport, situated in the said County of      , State of Wisconsin, and in close proximity to the land of the **GRANTOR**, 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.

1.      , hereinafter called the **GRANTOR**, for themselves, their heirs, successors and assigns, does hereby give and grant to the **GRANTEE** for the use and benefit of the public, a perpetual easement and right-of-way for the free and unobstructed passage of aircraft, and the right to cause such sound, noise, vibration, and dust as may be inherent in the operation of such aircraft, at such altitude or height above the surface of the ground in, through and across the airspace over and above those parts of the **GRANTOR’S** lands which are bounded and described in the legal description made a part of this agreement, 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:

EASEMENT HEIGHT DESCRIPTION:

Determination of objects which encroach into the easement shall be based on the elevation(s) indicated in the easement height description, and referenced to the North American Vertical Datum of 1988 (NAVD88).

2. The **GRANTOR** for themselves, their heirs, successors and assigns, does hereby covenant that they shall not construct nor permit to remain upon said land any object that extends above the heights included in the easement height description.

3. The **GRANTOR**, for themselves, their heirs, successors and assigns, does hereby further give to the **GRANTEE**, a continuing right of entry to keep the airspace above the easement heights clear and free for the purpose of effecting and maintaining such clearances and of removing any and all objects which now or may hereafter extend above the easement height description.

4. The **GRANTOR,** for themselves, their heirs, successors and assigns, shall not hereafter use or permit or suffer the use of said land in such a manner as to interfere with or be a hazard to the flight of aircraft over the land or to and from the airport or interfere with navigation or communication facilities serving the airport or create radio or electromagnetic interference with radio communications between the airport and aircraft.

5. The **GRANTOR,** for themselves, their heirs, successors and assigns, shall not permit lights, lighted signs, and other lighted objects as to make it difficult for pilots to distinguish between airport lights and others, or as to result in glare in the eyes of pilots using the airport, or as to impair visibility in the vicinity of the airport, or otherwise to endanger the landing, taking off or maneuvering of aircraft.

1. The **GRANTOR,** for themselves, their heirs, successors and assigns, shall not develop or permit land uses that have the potential to attract hazardous wildlife on or near public-use airports as detailed in FAA Advisory Circular 150/5200-33B, Hazardous Wildlife Attractants on or Near Airports, or subsequent updates as may be published by FAA.

7. Whereas the **GRANTOR** has been advised that the subject property is located in a noise-impacted area; that these present and future noise impacts might be annoying to the users of the land for its lawfully permitted 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 could increase.

8. 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.