

# AVIGATION EASEMENT

Document Number

Document Title

THIS INDENTURE made this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between \_\_\_\_\_ (titleholder(s) of property), hereinafter referred to as Grantor, and Eau Claire County, a quasi-municipal corporation organized and existing under the laws of the state of Wisconsin, hereinafter referred to as Grantee, witnesseth:

WHEREAS, Grantee is the owner and operator of the Chippewa Valley Regional Airport; and,

WHEREAS, Grantor is the owner in fee of a certain parcel of land in \_\_\_\_\_ County, State of Wisconsin, described as follows:

Legal Description (attach additional pages, if needed)

WHEREAS, said parcel of land is near the Chippewa Valley Regional Airport, is within an airport zone as defined by the Eau Claire County Airport Zoning Ordinance; and

WHEREAS, Grantor proposes to develop or expand a residential/commercial/industrial/governmental (strike those that do not apply) use of a non-conforming structure for the above described parcel of land located in

- Zone 1
- Zone 2

as defined by the Eau Claire County Zoning Ordinance, which use and/or development requires the approval by Municipal and County authorities subject to the applicable provisions of law; and

WHEREAS, Grantor has been advised that the subject property may be located in a noise-impacted area or crash hazard 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, Grantor and Grantee hereby agree as follows:

Grantor does hereby grant a permanent noise and avigation easement to Grantee over all of the above-described real estate. Further, Grantor hereby covenants, on behalf of himself/herself and/or his/her heirs, executors, administrators, successors 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 over-flights, or changes in airport design and operating policies, or changes in air traffic control procedures.

Grantor, for and on behalf of himself and all successors in interest to any and all of the above described real property, 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 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, 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 development of a new use or the expansion of an already existing use of the property; or the 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.

\_\_\_\_\_(SEAL)  
\* \_\_\_\_\_(print name)

\_\_\_\_\_(SEAL)  
\* \_\_\_\_\_(print name)

**NOTARY ACKNOWLEDGMENT**

**STATE OF WISCONSIN )**  
**) ss.**  
**EAU CLAIRE COUNTY )**

Personally, came before me, this \_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, the above-named \_\_\_\_\_ to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public, Eau Claire County, Wisconsin  
My Commission (is) (expires)\_\_\_\_\_

THIS INSTRUMENT DRAFTED BY:

\_\_\_\_\_  
\_\_\_\_\_

**THIS FORM CREATED BY:**

Keith R. Zehms  
Eau Claire County Corporation Counsel  
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Form Edited 8/1/07