

**UNDERGROUND DATA EASEMENT**

Dane County, Wisconsin, ("Grantor") in consideration of One Dollar (\$1.00) and other valuable considerations, paid to Grantor by Wisconsin Bell Inc., d/b/a AT&T - Wisconsin, a Company organized under the laws of the State of Wisconsin ("Grantee"), does hereby grant and convey to Grantee, its successors, and assigns, the right and easement to install, maintain, use, upgrade, replace or remove conduits, cables, and other appurtenances necessary for the transmission of data under, across, and through the following described land located in Dane County, Wisconsin (the "Easement" or "Easement Area"):

A parcel of land, located in the Northeast Quarter of the Northeast Quarter and the Southeast Quarter of the Northeast Quarter of Section 29, Township 08 North, Range 10 East, City of Madison, Dane County, Wisconsin located as described and depicted on attached Exhibit A.

The rights granted herein are subject to the conditions set forth in Exhibit B attached hereto. Subject to said conditions, Grantee shall have the right, upon notice to Grantor's Airport Director, of ingress and egress on lands of Grantor immediately adjacent to the Easement Area for the purpose of exercising the rights herein granted and the right to remove, cut or trim brush, shrubs, trees and vegetation located on the Easement Area which may, in the judgment of Grantee, interfere with access by Grantee. This Easement shall be null and void in the event Grantee ceases to use it for the purposes set forth herein.

Following any entry by Grantee upon the Easement Area for the purpose of exercising any of Grantee's rights herein granted, Grantee shall repair and restore the Easement Area and any adjacent areas disturbed by Grantee as nearly as practicable to the condition existing prior to such entry.

The terms of this Easement shall be binding upon the heirs, administrators, executors, successors, and assigns of both Grantor and Grantee. By acceptance and recording of this Easement, Grantee shall be bound by the obligations imposed on it herein.

**SIGNATURE PAGE FOLLOWS**

THIS SPACE RESERVED FOR RECORDING DATA

Return To:

AT&T - Wisconsin  
Attn: Matt Grimm ROW Mgr.  
435 S 95th St.  
Milwaukee, WI. 53214

PIN 0810-291-0099-8



**EXHIBIT "A"**  
**UNDERGROUND DATA EASEMENT**  
Legal Description

Part of the Northeast Quarter of the Northeast Quarter and the Southeast Quarter of the Northeast Quarter of Section 29, Township 08 North, Range 10 East, City of Madison, Dane County, Wisconsin, more particularly described as follows:

Commencing at the Northeast corner of Section 29, aforesaid; thence South 01 degrees 16 minutes 13 seconds East along the East line of the Northeast Quarter of Section 29, aforesaid, 1051.54 feet; thence South 88 degrees 43 minutes 47 seconds West, 513.66 feet to the Point of Beginning; thence South 47 degrees 15 minutes 12 seconds West, 308.50 feet; thence South 00 degrees 42 minutes 49 seconds East, 203.74 feet to the North line of Mitchell Street; thence North 88 degrees 11 minutes 02 seconds West along said line, 10.01 feet; thence North 00 degrees 42 minutes 49 seconds West, 207.75 feet; thence North 47 degrees 15 minutes 12 seconds East, 302.95 feet; thence North 42 degrees 44 minutes 18 seconds West, 35.82 feet to the face of the building; thence North 47 degrees 15 minutes 42 seconds East along said line, 10.00 feet; thence South 42 degrees 44 minutes 18 seconds East, 45.82 feet to the Point of Beginning.

Said Easement contains 5,523 square feet or 0.127 acres.



## EXHIBIT B

### STANDARD AIRPORT CONDITIONS

The continued validity of the Underground Data Easement to which this Exhibit B is attached (the "Easement") is subject to the following terms and conditions.

1. Dane County ("Grantor") retains for the use and benefit of the public the right to pursue all operations and undertakings of the Dane County Regional Airport (the "Airport") on, over, and in the vicinity of the Easement (the "Easement Area").

2. Wisconsin Bell Inc., d/b/a. AT&T - Wisconsin, a Company organized under the laws of the State of Wisconsin ("Grantee") acknowledges and accepts that the Easement Area is located in a noise impacted area; that present and future Airport related noise and other disturbances might interfere with the unrestricted use and enjoyment of the Easement Area; that Airport related noise and other disturbances might change over time by virtue of greater numbers of aircraft, louder aircraft, scheduling variations; and that changes in aircraft, air traffic control operating procedures or in the Airport layout could result in real or perceived increases in noise and other disturbances from Airport related activities.

3. Grantee shall at all times while performing work on improvements authorized under the Easement keep the airspace above the Easement Area free and clear of any and all equipment and objects of any kind extending 25 feet above existing ground level, unless otherwise specifically approved in writing by the Director of the Airport.

4. Grantee shall not exercise any rights granted under the Easement or use or permit the use of the Easement Area in any manner that interferes with air navigation or Airport ground operations, impedes the ability of pilots to distinguish and identify Airport lights and navigational aids, produces glint or glare that impacts aviation or Airport operations, interferes with the use of communication equipment and facilities serving the Airport or Airport users, has the potential to attract wildlife that may be hazardous to aviation in the vicinity of the Airport, or otherwise creates a hazard to aviation as determined at the sole discretion of Grantor.

5. Grantor retains at all times a continuing right of entry onto the Easement Area to keep the Easement Area free and clear of any object that Grantor determines may be or cause a hazard to aviation.

6. Grantee's use of the Easement Area is subject to compliance with the notice and review requirements set forth in Title 14, Code of Federal Regulations, Part 77.

7. Grantee does hereby covenant and agree that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Easement Area, (2) that in the construction of any improvements on, over, or under the Easement Area and the furnishings of any services thereon, no person on the grounds of race, color or national original shall be excluded or otherwise subjected to discrimination, and (3) that Grantee shall use the Easement Area in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Part 21.

8. Notwithstanding anything in the Easement that may be to the contrary, Grantor retains the right to construct and use improvements on and over the Easement Area at any time such construction or use is deemed by Grantor to be necessitated by aviation safety or Airport operations, provided that such construction and use does not interfere with Grantee's use of the Easement Area or, in the event such construction and use causes interference with Grantee's use of the Easement Area to the extent that relocation of improvements constructed by Grantee under authority of the Easement is necessary, Grantor provides an alternative easement therefor and pays expenses associated with such relocation.

9. The rights granted under the Easement are subject and subordinate to the terms of any conveyance by or to Grantor of property rights involving the Easement Area, provided such conveyance is recorded prior to the effective date of the Easement.

10. Grantee shall obtain advance approval from Grantor's Airport Director prior to enter upon Airport premises surrounded by air operations area perimeter fencing.

11. Upon the request of Grantor's Airport Director or the Airport Engineer, based upon consideration of aviation safety and Airport operations, prior to the construction or repair of improvements as permitted under the Easement, Grantee shall hold, at a location selected by Grantor, a meeting to obtain Grantor's approval of construction plans, specifications, and scheduling.

12. The exercise by Grantee of any of the rights granted under the Easement shall be deemed to be consent by Grantee to be bound by the terms and conditions set forth herein.