

Dane County Contract Cover Sheet

Dept./Division	AIRPORT/ADMIN
Vendor Name	MADISON METROPOLITAN SEWERAGE DISTRICT
Vendor MUNIS #	4769
Brief Contract Title/Descriptio	EASEMENT FOR THE PURPOSES OF BUYING AND MAINTAINING A SANITARY SEWER LINE THROUGH VACANT COUNTY OWNED LAND ADJACENT TO AIRPORT
Contract Term	N/A
Total Contract Amount	\$ 1000.00

Contract # <small>Admin will assign</small>	13770
Addendum	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Grant
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input checked="" type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input checked="" type="checkbox"/>	Other

Purchasing Authority	<input type="checkbox"/> \$10,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$10,000 – \$36,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$36,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$36,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$36,000 (N/A to Public Works)	
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Org Code	Obj Code	Amount	\$
Req #	Org Code	Obj Code	Amount	\$
Year	Org Code	Obj Code	Amount	\$

Resolution	A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract cover sheet.		
	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.		
	<input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.		Res # 116
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.		Year 2019

Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
MG	Received by DOA	7/25/19		
al	Controller		7/26/19	
oc	Purchasing	7/29/19	7/29/19	
ff	Corporation Counsel	7/29/19	7/29/19	
al	Risk Management	7/26/19	7/26/19	
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
Name	RODNEY KNIGHT	Name	MADISON METROPOLITAN SEWERAGE DISTRICT
Phone #		Phone #	
Email	KNIGHT@MSNAIRPORT.COM	Email	
Address	4000 International Lane Madison, WI 53704	Address	1610 MOORLAND RD MADISON WI 53713

Certification: The attached contract is a:	
<input type="checkbox"/>	Dane County Contract <u>without</u> any modifications.
<input checked="" type="checkbox"/>	Dane County Contract <u>with</u> modifications. The modifications have been reviewed by: Rodney Knight, Airport Counsel
<input type="checkbox"/>	Non-standard contract.

Contract Cover Sheet Signature

Department Approval of Contract		
Dept. Head / Authorized Designee	Signature	Date
	<i>Kimberly Jones</i>	7/24/19
	Printed Name	
	Kimberly Jones, Airport Director	

Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.11(3)

Director of Administration	Signature	Date
	Comments	
Corporation Counsel	Signature	Date
	Comments	

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2019 RES-116

**AUTHORIZING TWO TEMPORARY LIMITED EASEMENTS AND A
PERMANENT LIMITED EASEMENT FOR SANITARY SEWER PURPOSES
INVOLVING LAND AT THE DANE COUNTY REGIONAL AIRPORT**

Madison Metropolitan Sewerage District ("MMSD") is relocating sanitary interceptor sewer facilities in the area of Madison's north side and has requested that Dane County grant MMSD a 75' by approximately 3030' permanent limited easement for the purposes of burying and maintaining a sanitary sewer line through vacant County owned land located adjacent to the Dane County Regional Airport. The majority of the affected land is a field leased for agricultural purposes on DCRA's far east side, bordered by U.S. Highway 51, Rieder Road, Portage Road, and Bartillon Road. The northern 338' portion of the permanent easement is to be located on County land across Rieder Road from the foregoing field. In addition to the permanent easement, MMSD also requests that Dane County grant it two 75' wide temporary limited easements, running the full length of each side of the permanent limited easement. The temporary easements provide areas for equipment staging and the storage of subsoil and topsoil during construction. MMSD's contractor will be installing the sanitary sewer, in places 40' beneath the surface, after the 2019 growing season, and before the 2020 growing season. After installation of the sewer facility, the disturbed land and soil in the area presently under lease for agricultural purposes will be remediated and remain under lease for cultivation, non-cultivated areas will be prepared and planted with appropriate ground cover, and drainage and erosion control features will be replaced. The sewer installation will not impact airport operations, and all work and remediation will be warranted and maintained by MMSD and its contractors.

NOW, THEREFORE, BE IT RESOLVED that the Dane County Executive and the Dane County Clerk are authorized to execute on behalf of Dane County a Permanent Limited Easement and Temporary Easements for Sanitary Interceptor Sewer Purposes, as set forth above.

13770

**PERMANENT LIMITED EASEMENT AND
TEMPORARY LIMITED EASEMENTS FOR
SANITARY INTERCEPTOR SEWER PURPOSES**

Dane County, Wisconsin, a Wisconsin quasi-municipal corporation (the "County") and the owner of the property hereinafter described, in consideration of an administrative fee of one-thousand dollars (\$1,000) and other good and valuable consideration, the receipt whereof is hereby acknowledged, does grant, set over and convey to **Madison Metropolitan Sewerage District**, a Wisconsin municipal corporation (the "Grantee"), a non-exclusive permanent limited easement for sanitary interceptor sewer purposes (the "PLE") in, on, under and through the "PLE Area" described on attached Exhibit A, and depicted on attached Exhibit B;

TOGETHER WITH two temporary limited easements for staging, storage, access, and grading purposes (the "TLEs") in and through the "TLE Areas" described on Exhibit A and depicted on attached Exhibit B.

The PLE and TLEs (hereinafter collectively the "Easements") are subject to the following terms and conditions:

RETURN TO: Madison Metro Sewerage District
1610 Moorland Road
Madison, WI 53713

Tax Parcel Nos.: 251-0810-213-0098-4
251-0810-282-0099-7

1. Use.

- a. Grantee shall have the right to enter upon and use the PLE Area to construct, install, maintain, operate, repair, replace and remove sanitary interceptor sewer facilities (the "Facilities") pursuant to the terms and conditions set forth herein.
- b. During the term of the TLEs, the Grantee shall have the right to use the TLE Areas for staging and storage of vehicles, equipment, materials, soil, fill, and Facility components related to Grantee's activities in the PLE Area, as authorized above, together with the right of ingress and egress across said TLE Areas for the purpose of access to the PLE.

2. Restrictions on Use. Grantee shall enter upon and use the PLE Area and the TLE Areas only for the purposes expressly authorized under Section 1 above and to perform restoration work as required herein, and such uses shall at all times be subject to the provisions of Exhibit C, attached hereto and fully incorporated herein.

3. Construction, Repair and Maintenance.

- a. Work authorized pursuant to this Permanent Limited Easement and Temporary Limited Easements for Sanitary Interceptor Sewer Purposes (this "Easement") shall not commence without the prior written approval of plans, specifications, and schedules therefor by the Director of the Dane County Regional Airport (the "Airport Director").

- b. Grantee shall complete the construction and installation of the Facilities prior to expiration of the terms of the TLEs. Thereafter, with the exception of routine maintenance, repairs, and normal utilization of the Facilities, no modification or alteration of the Facilities shall be permitted without the prior written approval of the Airport Director.
 - c. Grantee shall carry out all work authorized under this Easement in full compliance with all ordinances, codes, statutes, laws, and directives of the Airport Director related to operations of the Dane County Regional Airport (the "Airport").
 - d. After initial construction and installation of the Facilities, Grantee shall not remove or disturb trees or plantings in the PLE Area without the prior written approval of the Airport Director.
 - e. Any improvements, including pavement, concrete and access roads, affected by the work of Grantee, as authorized herein, shall upon completion of said work (or as soon thereafter as weather reasonably permits) be restored to original condition by and at the expense of Grantee, and in a manner satisfactory to the Airport Director.
 - f. Following the installation of the Facilities and final remediation of the PLE Area and TLE Areas, as required herein, no grade change to said areas shall be made by either party without the prior written approval of the other party.
4. Reasonable Use and Occupation by County. County reserves the right to at any time use and occupy the PLE Area and the TLE Areas, provided that such use and occupancy shall not unreasonably interfere with the rights of Grantee as set forth in this Easement. No buildings or structures of any kind shall be built over the PLE Area without the prior written approval of the other party.
 5. Term. Grantee shall have the right to occupy and use the PLE Area and the TLE Areas commencing on the earlier of (i) November 1, 2019 or, in the event the land on which the Easements are located is under lease for agricultural purposes, (ii) the date on which the lessee thereof harvests any crops on said land or an agreement is reached between the lease holder and the Grantee's contractor allowing earlier access. The PLE shall be effective for so long as the Facilities are in use by Grantee. In the event such use shall cease, the PLE shall terminate and Grantee shall execute and deliver to County such document(s) as may be requested by County for the purpose of evidencing the termination of the rights granted under this Easement. Both TLEs shall terminate upon the earlier of (i) completion of the construction and installation of the Facilities, as authorized under this Easement; or (ii) May 15, 2020.
 6. Notice of Entry. Subsequent to the termination of the TLEs, Grantee shall notify Airport Operations by telephone (608-235-1001) at least two (2) days prior to any entry by Grantee upon the PLE or TLE Area. Notwithstanding the foregoing, in emergency situations Grantee may enter upon the PLE or TLE Area at any time subsequent to providing telephonic notice of entry to Airport Operations. In the event entry upon the PLE or TLE Area is for the purposes of performing significant alteration, repair, maintenance or removal of the Facilities, notice provided hereunder shall include a description of the work and schedule for performance of the work.

7. Termination. Unless otherwise provided below, in the event Grantee defaults in the performance of any term or condition in this Easement, and fails to remedy such default within thirty days after written notice thereof is provided to Grantee by County, County shall have the right, at its sole option, to declare the PLE and TLEs void and terminate the same. Notwithstanding the foregoing, if such default is not a health or safety violation and cannot, because of the nature of the default, be cured within thirty days, then Grantee shall be deemed to be complying with such notice if, promptly upon receipt of such notice, the Grantee immediately takes steps to cure the default as soon as reasonably possible and proceeds thereafter continuously with due diligence to cure the default within a period of time which, under all prevailing circumstances, shall be reasonable. This Section 7 does not apply to any default or non-compliance with respect to the restrictions and conditions set forth in Sections 3 and 4 in the attached Exhibit C, which default or non-compliance shall be remedied by Grantee immediately upon notice thereof by County or the Airport Director.
8. Topsoil Removal and Restoration of Easement Areas.
- a. During trench excavation to install the Facilities, topsoil shall be salvaged and segregated from other excavated materials. Subsequent to installation of the Facilities, the trench shall be backfilled using soil removed from the trench, or other imported backfill material deemed suitable by the project engineer. Any unsuitable or surplus material shall be hauled off site. Backfill shall be compacted using smooth surface vibratory compactors, backhoe-operated hydraulic compactors, rotating sheepsfoot-type mechanisms, or other methods deemed suitable by the project engineer. Backfill shall be compacted in lifts to the point where no additional consolidation can be observed after use of the compaction equipment. After the backfill is properly compacted, the topsoil shall be replaced so that after settling occurs, the pre-construction depth and contour of the topsoil on the construction site, including both the PLE and TLE areas, will be restored. For a period of three years after the topsoil is replaced as required herein, County may notify Grantee that areas subject to topsoil replacement have settled and that such areas, as specified in the notice, are not at pre-construction elevation and contour. Grantee shall restore the areas identified in the foregoing notice to pre-construction elevation and contour within 45 days after delivery of said notice to Grantee, weather and soil conditions permitting. If there is any dispute between Grantee and County as to whether the areas specified in a notice provided hereunder are not at pre-construction elevation and contour, it shall be the Grantee's responsibility to disprove the County's assertion that additional restoration is warranted to return the specified areas to pre-construction elevation and contour.
 - b. Subsequent to replacement of the topsoil as required herein, the topsoil in the areas of the construction site that will be cultivated post-construction shall be deep tilled and no seed shall be applied. In areas of the construction site that will not be cultivated, topsoil shall be seeded with City of Madison terrace mix applied at a rate of 3.5 pounds per 1000 square feet, and erosion mat shall be installed. Class 1 Urban type A mat shall be used on slopes of 4H:1V or less, and Class I Urban type B mat shall be used on slopes greater than 4H:1V. All anchorage devices for the erosion mat shall be biodegradable.
 - c. Proper erosion control and storm water channeling shall be maintained throughout the period of construction. Subsequent to installation of the Facilities, the berms, basin, waterways, and all other affected erosion and stormwater control devices, materials, and structures, including, without limitation, piping, channels, and stone, existing pre-construction in and about the PLE and TLE areas located in the area of the intersection of North Stoughton Road and Rieder Road shall be restored to pre-construction condition. For a period of three years after the foregoing erosion and stormwater control devices, materials, and structures are restored as required herein, County may notify Grantee that

- d. items or areas subject to such restoration are not in pre-construction condition. Grantee shall restore the items and areas identified in the foregoing notice to pre-construction condition within 45 days after delivery of said notice to Grantee, weather and soil conditions permitting. If there is any dispute between Grantee and County as to whether the items or areas specified in a notice provided hereunder are not in pre-construction condition, it shall be the Grantee's responsibility to disprove the County's assertion that additional restoration is warranted to return the specified items or areas to pre-construction condition.
 - e. Grantee shall remove from the PLE Area and the TLE Areas all vehicles, equipment, materials, soil, fill, and other items and material staged or stored thereon by no later than the date of termination of the TLEs granted hereunder.
 - f. Upon termination of the PLE for any cause, Grantee shall abandon the Facilities and remove all appurtenances to a depth of three feet below grade level. Upon the request of County, abandoned sewer line shall be backfilled with controlled density fill or a substitute acceptable to County. Subsequent to any abandonment or removal of the Facilities or appurtenances, Grantee shall promptly return any land and soils disturbed by such abandonment or removal to the condition existing on the date the abandonment or removal work commenced.
9. **Liability.** Each Party shall be responsible for its own acts, errors or omissions and for the acts, errors or omissions of its employees, officers, officials, agents, boards, committees and commissions, and shall be responsible for any losses, claims, and liabilities that are attributable to such acts, errors, or omissions including providing its own defense, arising out of this Agreement or the completion of the Project. In situations involving joint liability, each Party shall only be responsible for such losses, claims, and liabilities that are attributable to its own acts, errors, or omissions and the acts, errors or omissions of its employees, officers, officials, agents, boards, committees and commissions. It is not the intent of either Party to waive, limit or otherwise modify the protections and limitations of liability found in Wis. Stat. §893.80 or any other protections available to the Parties by law or by insurance coverage, and both Parties hereby preserve any and all said rights to the full extent of the law. This paragraph shall survive the termination or expiration of this Agreement.
10. **Indemnification.** Grantee shall be liable to and hereby agrees to indemnify, defend and hold harmless County, and its officers, officials, agents, and employees, against all loss or expense (including costs of any kind and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon County, or its officials, officers, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons, or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the acts or omissions of Grantee or its officials, officers, agents, employees, assigns, guests, invitees, or subcontractors, in the performance of activities authorized or related to this Easement, whether caused by or contributed to by the negligent acts of County, its officers, officials, agents, and employees.
11. **Authorized Agent.** The Airport Director, or the Airport Director's designee, is authorized to act on behalf of County in all matters related to the enforcement and administration of this Easement.

12. Notices. Unless otherwise provided below, notices to be given under the terms of this Easement shall be deemed served upon delivery to the addressee thereon, if sent by certified mail, return receipt requested and postage prepaid, to the address of the parties specified below:

For County: Airport Director
Dane County Regional Airport
4000 International Lane
Madison, WI 53704

For Grantee: Madison Metropolitan Sewerage District
Attn.: Director of Engineering
1610 Moorland Road
Madison, WI 53713

Any party hereto may, by giving five (5) days written notice to the other party in the manner herein stated, designate any other address in substitution of the address shown above to which notices shall be delivered.

13. Compliance. County and Grantee shall comply with all applicable laws, including, but not limited to, any laws, standards, regulations, or permit requirements relating to environmental pollution or contamination, or to occupational health and safety.
14. Severability. If any term or provision of this Easement is held to be invalid or unenforceable by a court of competent jurisdiction, then such holding shall not affect any of the remaining terms and provisions of this Easement and the same shall continue to be effective to the fullest extent permitted by law.
15. Binding Effect. The terms and condition of this Easement shall be deemed to be covenants running with the land, and shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns.
16. Applicable Law. This Easement shall be construed in accordance with the laws of the State of Wisconsin.
17. Public Record. This Easement will be recorded by Grantee at the office of the Dane County Register of Deeds.

IN WITNESS WHEREOF County and Grantee, with the intent to be bound hereby, have executed this Easement below on the dates so indicated.

SIGNATURE PAGES FOLLOW

[
FOR DANE COUNTY:

Joe Parisi
Dane County Executive

Scott McDonell
Dane County Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this ____ day of _____, 2019, the above-named Joe Parisi, Dane County Executive, to me known to be the authorized representative of Dane County, Wisconsin, who executed the foregoing instrument and acknowledged the same on behalf of Dane County, Wisconsin.

Notary Public, State of Wisconsin

Print or Type Name
My Commission expires: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this ____ day of _____, the above-named Scott McDonell, Dane County Clerk, to me known to be the authorized representative of Dane County, Wisconsin, who executed the foregoing instrument and acknowledged the same on behalf of Dane County, Wisconsin.

Notary Public, State of Wisconsin

Print or Type Name
My Commission expires: _____

FOR MADISON METROPOLITAN SEWERAGE DISTRICT:

By: D. Michael Mucha
D. Michael Mucha, Chief Engineer and Director

STATE OF WISCONSIN)

) ss.

COUNTY OF DANE)

Personally came before me this 18 day of June, 2019, the above named
D. Michael Mucha, the Chief Engineer and Director of the Madison Metropolitan Sewerage District,
acting in said capacity and known by me to be the person who executed the foregoing instrument and
acknowledged the same.



[Signature]

Notary Public, State of Wisconsin
Curtis A. Sauser

Print or Type Name
My Commission: 6/29/2022

EXHIBIT A

EASEMENT LEGAL DESCRIPTIONS

Description of the PLE Area and the TLE Areas:

A **75 foot Permanent Limited Easement for public sanitary sewer purposes** in part of Lot 1 of CSM 4049 and other lands in the Southwest 1/4 of the Northwest 1/4, and part of Lot 1 of CSM 4048 and other lands in the Northwest 1/4 of the Northwest 1/4 of Section 28, and part Lot 1 of CSM 4054 in the Southwest 1/4 of the Southwest 1/4 of Section 21, all in Township 8 North, Range 10 East, City of Madison, Dane County, Wisconsin the centerline of which is described as follows:

Commencing at the West 1/4 corner of said Section 28,
Thence South 89° 49' 20" East, 1,098.97 feet along the south line of the Southwest 1/4 of the Northwest 1/4 of said Section 28 to the point of beginning of 75 foot Easement centerline;
Thence North 0° 09' 48" West, 2,691.05 feet;
Thence North 42° 08' 22" East, 208.82 feet;
Thence North 1° 08' 45" East, 129.41 feet to the end of said 75 foot Easement centerline.

Except those lands contained within the Rieder Road right-of-way.

Containing 5.03 acres, more or less.

Also, A **250 foot Temporary Limited Easement** for sanitary sewer construction in part of Lot 1 of CSM 4049 and other lands in the Southwest 1/4 of the Northwest 1/4, and part of Lot 1 of CSM 4048 and other lands in the Northwest 1/4 of the Northwest 1/4 of Section 28, all in Township 8 North, Range 10 East, City of Madison, Dane County, Wisconsin the centerline of which is described as follows:

Commencing at the West 1/4 corner of Section 28,
Thence South 89° 49' 20" East, 1,098.97 feet along the south line of the Southwest 1/4 of the Northwest 1/4 of said Section 28 to the point of beginning of 250 foot Temporary Easement centerline;
Thence North 0° 09' 48" West, 2,691.05 feet to the end of said 250 foot Temporary Easement centerline.

Except those lands previously described as the 75 foot Permanent Limited Easement and those lands contained within the Rieder Road right-of-way.

Containing 10.42 acres, more or less.

Also, a **Temporary Limited Easement** for sanitary sewer construction in part Lot 1 of CSM 4054 in the Southwest 1/4 of the Southwest 1/4 of Section 21, in Township 8 North, Range 10 East, City of Madison, Dane County, Wisconsin more fully described as follows:

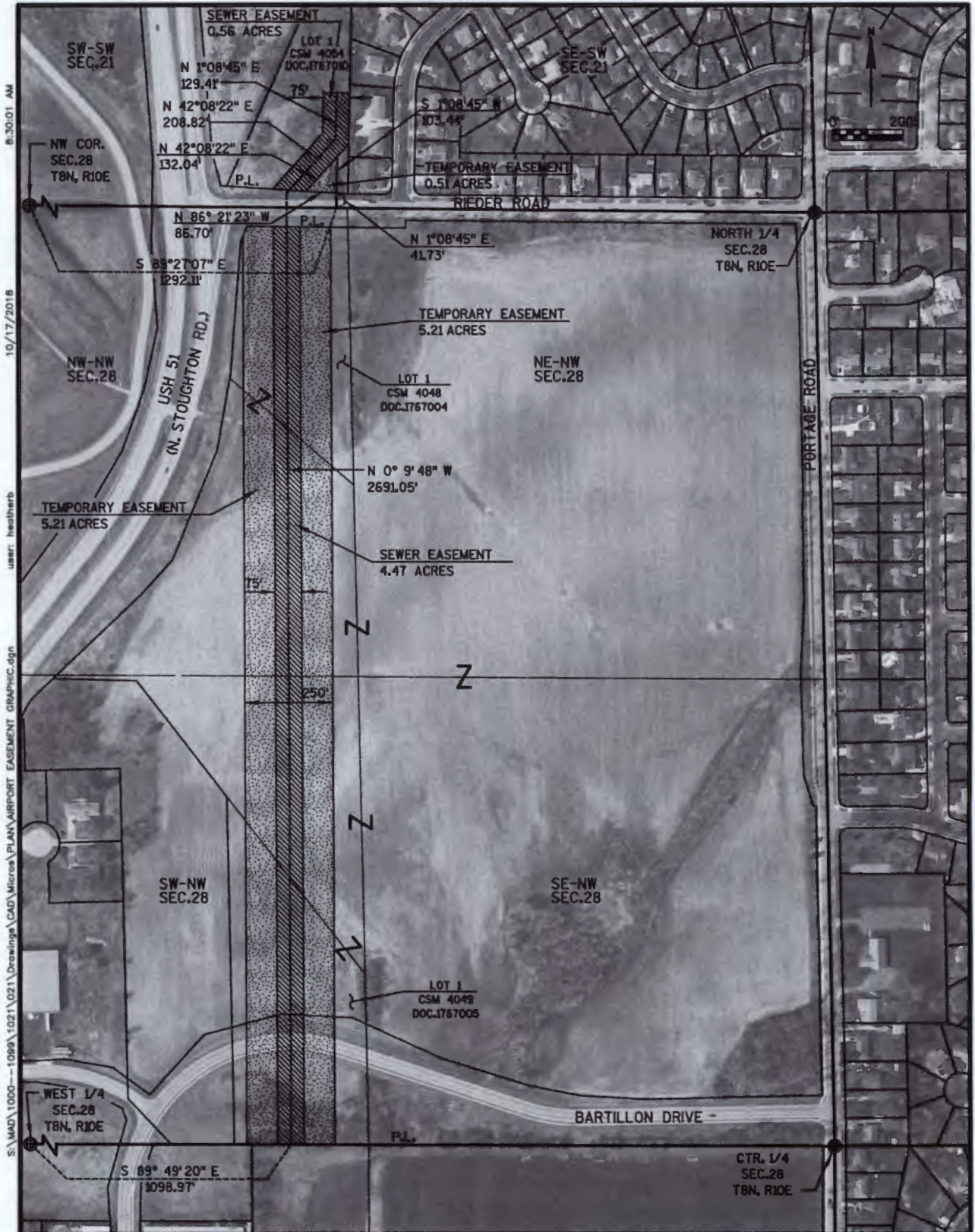
Commencing at the Southwest corner of said Section 21;
Thence South 89° 27' 07" East, 1,292.11 feet along the South line of said Southwest 1/4 of the Southwest 1/4;
Thence North 1° 08' 45" East, 41.73 feet more or less to the Northerly right-of-way line of Rieder Road and the point of beginning;

EXHIBIT A
PAGE 2

Thence North 86° 21' 23" West, 86.70 feet along said Northerly right-of-way line;
Thence North 42° 08' 22" East, 132.04 feet;
Thence South 1° 08' 45" West, 103.44 feet to said Northerly right-of-way line and to the point of beginning.

Containing 0.51 acres, more or less.

EXHIBIT B



**DANE COUNTY REGIONAL AIRPORT SEWER EASEMENTS
MADISON METROPOLITAN SEWERAGE DISTRICT
DANE COUNTY, WISCONSIN**



EXHIBIT B
JOB # 1021.021

EXHIBIT C

STANDARD CONDITIONS

The continued validity of the Permanent Limited Easement and Temporary Limited Easements for Sanitary Interceptor Sewer Purposes to which this Exhibit C is attached (the "Easement") is subject to the following conditions.

1. Dane County ("County") retains for the use and benefit of the public the right to pursue all operations of the Dane County Regional Airport (the "Airport") on, over, and in the vicinity of the Permanent Limited Easement and the Temporary Limited Easement (together, the "Easement Areas") described in the foregoing Exhibit A, including the right of aircraft to cause such sound, vibration, dust, and other disturbances as may be inherent in the operation of aircraft in the vicinity of the Airport.
2. Madison Metropolitan Sewerage District ("Grantee") acknowledges, and accepts as a condition to the grant of the Easement, that the Easement Areas are 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 Areas; 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 pursuant to the Easement keep the airspace above the Easement Areas free and clear of any and all equipment and objects of any kind extending 40 feet above existing ground level, unless otherwise specifically approved in writing by the Director of the Airport. In any event, no above-ground equipment, structures or installations of any type related to the Facilities installed under authority of the Easement shall remain in the Easement Areas after the termination of the term of the TLE, provided that, upon prior approval of the Airport Director, grates, sewer access structure covers, and other access points to the Facilities will be permitted in the PLE Area at grade level.
4. Grantee shall not exercise any rights granted under the Easement or use or permit the use of the Easement Areas 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, 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 County.
5. County retains at all times a continuing right of entry onto the Easement Areas to keep the Easement Areas free and clear of any object that County determines may be or cause a hazard to aviation.
6. Grantee's use of the Easement Areas is subject to compliance with the notice and review requirements contained in Title 14, Code of Federal Regulations ("CFR"), Part 77.
7. Grantee for itself, its personal representatives, successors in interest, and assigns, 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 Areas, (2) that in the construction of any improvements on, over, or under the Easement Areas 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 Areas in compliance with all requirements imposed by or pursuant to Title 49, CFR, Part 21.

EXHIBIT C

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8. Notwithstanding anything in the Easement that may be to the contrary, County retains the right to construct and use walks, drives, and similar improvements on and over the Easement Areas at any time such construction or use is deemed by County to be in the best interests of its Airport. Further, County may construct buildings or other structures in the Easement Areas, provided that such construction does not interfere with Grantee's facilities and, if such construction necessitates the relocation of Grantee's facilities, County provides an alternative easement therefor and pays all 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 County of property rights involving the Easement Areas, provided such conveyance is recorded prior to the effective date of the Easement.

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

11. 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 conditions and covenants set forth herein.