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Susan M. Schutte
REGISTER OF DEEDS

GRANT OF EASEMENT

ORIGINAL

^{16.00}
This Grant made this 24 day of November 1993 by and between Orville J. and Geraldine Gleason with a business address of 3255 Phillips Ave., Racine, WI 53403, hereinafter referred to as GRANTOR, and ~~Westel Milwaukee Company, Inc.~~, a Wisconsin Corporation d.b.a. Cellular One/Eastern Wisconsin with offices located at 20925 Watertown Road, Waukesha, Wisconsin 53187, hereinafter referred to as GRANTEE.

JRO
MEY
RACINE
CELLULAR
TELEPHONE
COMPANY

RECITALS:

- A. GRANTOR owns certain real property located in the City of Racine, Racine County, Wisconsin, which is more fully described in the attached Exhibit "A", and hereafter referred to as "the real estate".
- B. GRANTOR is desirous of granting an easement by the terms of which GRANTOR shall permit GRANTEE to construct, maintain and operate a certain communications facility upon the real estate and have access for ingress, egress and utilities to said facility.

GENERAL
PARTNER & CO

Now Therefore, in consideration of the above recitals, it is hereby agreed as follows:

1. In consideration of the sum of Twenty Five Thousand Dollars(\$25,000.00), the receipt and sufficiency of which is hereby acknowledged by GRANTOR, GRANTOR hereby grants to GRANTEE an exclusive easement over, under, across and through Parcel I of the real estate for the purpose of constructing, maintaining and operating a mobile communication facility and antenna cell site which shall include up to a 120 foot high radio tower, an unmanned, prefabricated, single story equipment building, an emergency power generator with fuel source, and necessary fencing and appurtenances. As to Parcel II of the real estate, GRANTOR grants to GRANTEE a non-exclusive easement for ingress and egress over said approximately twenty-foot wide area.
2. All improvements to the real estate done for the use and benefit of GRANTEE shall be effected at the sole expense of GRANTEE. GRANTEE shall be responsible for all utility charges incurred with respect to its utilization of the real estate. GRANTEE shall additionally pay any real estate taxes attributable to the real estate and the improvements constructed thereon by GRANTEE. GRANTEE shall at its sole expense maintain said real

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estate in a condition which is consistent with the condition of the surrounding real property owned by GRANTOR.

3. After GRANTEE has completed construction of the site, GRANTEE shall immediately restore the area used for ingress and egress to a condition as good or better than its existing condition to GRANTOR'S reasonable approval. Thereafter, GRANTOR, GRANTEE and any other parties using the non-exclusive easement road shall share the cost of road maintenance. GRANTEE shall share in the cost of maintenance of the non-exclusive easement road for ingress and egress proportionately to GRANTEE'S use.

4. GRANTEE shall indemnify and hold GRANTOR harmless against any claim of liability or loss from personal injury or property damage to the extent that the same results from or arises out of the use and occupancy of the Real Estate by GRANTEE, its servants, employees, or agents, excepting, however, such claims or damages as may be due to or caused by the acts of GRANTOR, its servants and agents. GRANTEE shall maintain and provide general liability insurance with respect to GRANTEE, its agents, employees, invitees or permittees presence on the easement area or any other area of the property or the operation of GRANTEE'S business thereon for the benefit and protection of GRANTOR and GRANTOR assigns and GRANTEE shall list GRANTOR as an additional insured to its policy, with an insurance company and in form and substance acceptable to GRANTOR, (said approval not to be unreasonably withheld) in an amount not less than one million dollars per occurrence. GRANTEE shall provide GRANTOR with a certificate of insurance upon GRANTOR'S request.

5. GRANTOR expressly reserves the right to relocate the non-exclusive perpetual utility and road easement of 20 feet in width, at GRANTOR'S cost, to any location deemed appropriate by GRANTOR; provided that GRANTOR provides uninterrupted access to the exclusive easement area during the period of relocation and such relocated roadway provides GRANTEE with reasonable access to the exclusive easement area.

6. If GRANTEE shall ever terminate its use of the property, GRANTEE shall notify GRANTOR at least 60 days in advance in writing of such termination. Furthermore, it should be considered a termination of use of the property if the mobile communication facility ceases operation for a period of six consecutive months. Upon termination, GRANTEE shall, within a reasonable time, not to exceed nine (9) months, remove its personal property and fixtures and restore the property to its original condition, reasonable wear and tear excepted. Upon termination GRANTEE shall execute a full release of the Easement to GRANTOR in recordable form.

7. The easements granted herein shall inure to the benefit of and by GRANTOR, GRANTEE and their respective successors and assigns.

END OF TERMS

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IN WITNESS WHEREOF the GRANTORS and GRANTEE have executed this Easement Agreement as the day and year first above written.

GRANTORS:

Orville J. Gleason
Orville J. Gleason
SSN: 393-30-1178

Geraldine Gleason
Geraldine Gleason
SSN: 387-36-4387

In the State of Wisconsin, County of RACINE, (ss): personally came before me this 24th day of NOVEMBER 1993, the above named Orville J. and Geraldine Gleason, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

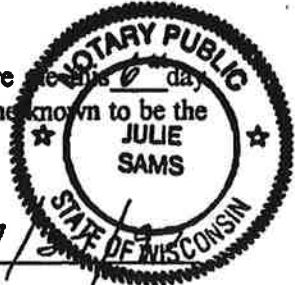
Notary Public: *John A. Ormer* Expires on: *Permanent*

GRANTEE: RACINE CELLULAR TELEPHONE COMPANY
~~Westel Milwaukee Company~~, d.b.a
Cellular One/Eastern Wisconsin

BY: *John A. Ormer* ITS: Director of Operations
John A. Ormer

In the State of Wisconsin, County of Waukesha, (ss); personally came before me this 6th day of December 1993, the above named John A. Ormer of said company to me known to be the person who executed. the foregoing instrument an acknowledged the same.

Notary Public: *Julie Sams* Expires on: 7/94



This document was drafted by and after recording should be returned to:

John Ormer
Cellular One/Eastern Wisconsin
20925 Watertown Road
Waukesha, WI 53187-0298
(414) 798-3330

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Exhibit A

SITUATED ON SIXTH STREET, IN THE CITY OF RACINE, WISCONSIN.
THAT PART OF THE NW 1/4 OF THE NW 1/4 OF SECTION 16, T 3 N, R 23 E, IN THE CITY
OF RACINE, RACINE COUNTY, WISCONSIN, WHICH IS BOUNDED AND DESCRIBED AS
FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID 1/4 SECTION;
THENCE SOUTH 88° 31' 57" WEST ALONG THE NORTH LINE OF THE NE 1/4 OF
SECTION 17, T 3 N, R 23 E, 60.23 FT. TO A POINT, SAID POINT BEING ON THE CENTER
LINE TANGENT EXTENDED NORTHERLY OF THE EASTERLY TRACK OF THE CHICAGO AND
NORTH WESTERN TRANSPORTATION COMPANY;
THENCE SOUTH 10° 29' 44" EAST ALONG SAID CENTER LINE 445.23 FT. TO A POINT;
THENCE NORTH 79° 30' 16" EAST 50.00 FT. TO THE POINT OF BEGINNING OF THE LANDS
TO BE DESCRIBED;
CONTINUING THENCE NORTH 79° 30' 16" EAST 35.00 FT. TO A POINT;
THENCE SOUTH 10° 29' 44" EAST 55.00 FT. TO A POINT;
THENCE SOUTH 79° 30' 16" WEST 35.00 FT. TO A POINT;
THENCE NORTH 10° 29' 44" WEST 55.00 FT. TO THE POINT OF BEGINNING.
THE ABOVE DESCRIBED PARCEL CONTAINS 1925 SQUARE FEET.

OCTOBER 21, 1993

CELLULARONE

SURVEY NO. 155641-S

Part of 16857000

EASEMENT FOR INGRESS/EGRESS PURPOSES

A 20.00 FT. WIDE EASEMENT FOR INGRESS AND EGRESS PURPOSES IN THE NW 1/4 OF
THE NW 1/4 OF SECTION 16, T 3 N, R 23 E, IN THE CITY OF RACINE, RACINE COUNTY,
WISCONSIN, WHOSE CENTER LINE IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID 1/4 SECTION;
THENCE NORTH 88° 00' 23" EAST ALONG THE NORTH LINE OF SAID 1/4 SECTION 89.61
FT. TO THE POINT OF BEGINNING OF SAID EASEMENT CENTER LINE;
THENCE SOUTH 01° 59' 37" EAST 92.87 FT. TO A POINT;
THENCE SOUTH 10° 13' 39" EAST 341.18 FT. TO A POINT;
THENCE SOUTH 79° 30' 16" WEST 47.78 FT. TO THE POINT OF TERMINATION OF SAID
EASEMENT CENTER LINE.

Part of 03173000

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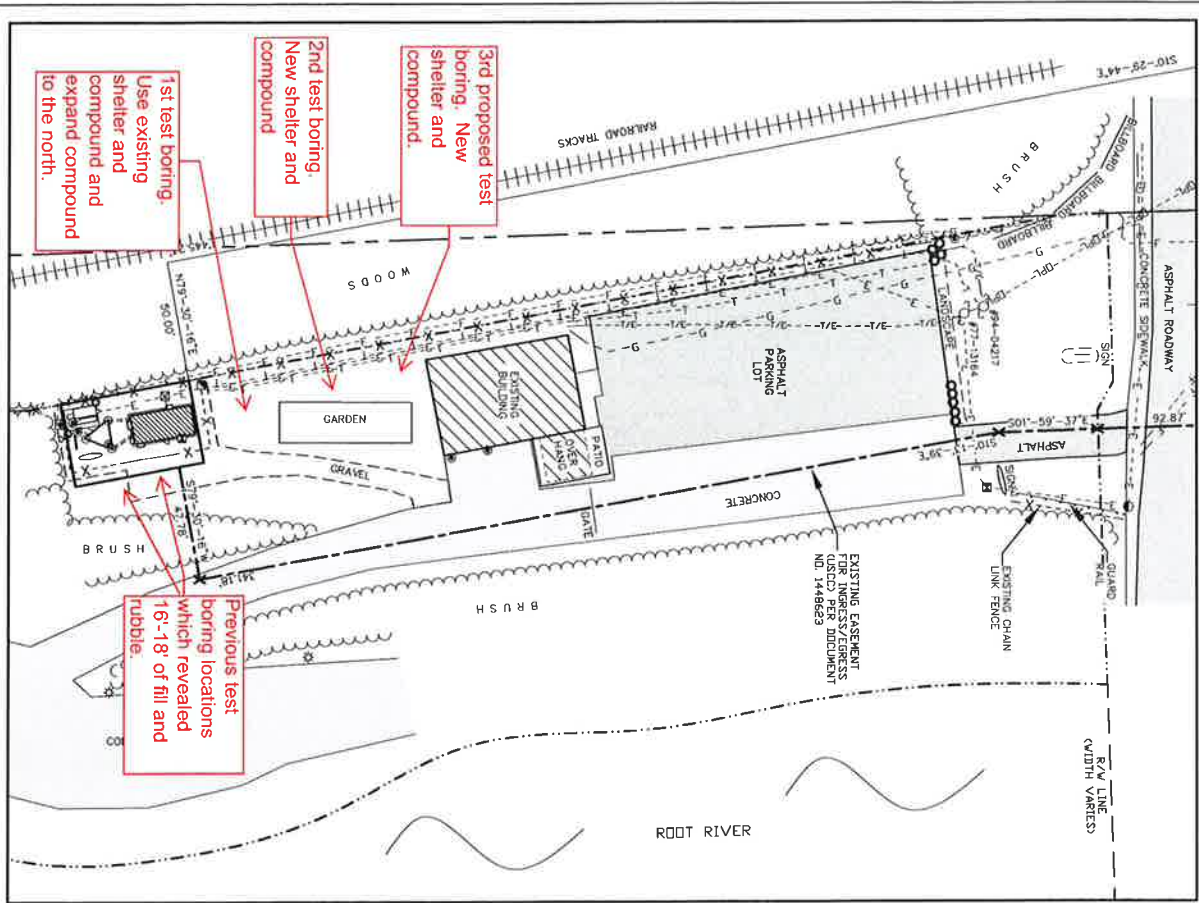
existing shelter and compound and expand compound to the north

Previous test boring locations which revealed 16'-18' of

2nd proposed test boring. New shelter and compound.

3rd proposed test boring. New shelter and compound.

North



LEASE PARCEL

Situated on Sixth Street in the city of Racine, Wisconsin. The part of the NW 1/4 of the NW 1/4 of Section 16, T.3N, R.23E in the City of Racine, Racine County, Wisconsin, which is bounded and described as follows:

Commencing at the Northwest Corner of said 1/4 Section, thence South 88°31'-57" West along the North line of the NE 1/4 of Section 17, T.3N, R.23E, 60.23 feet to a point. Said point being on the center line tangent extended Northwesterly of the Easterly track of the Chicago and Northwestern Transportation Company, thence South 10°29'-44" East along said centerline 44.23 feet to a point, thence North 79°30'-16" East 50.00 feet to the point of beginning of the lands to be described, commencing thence North 79°30'-16" East 35.00 feet to a point, thence South 10°29'-44" East 55.00 feet to a point, thence South 79°30'-16" West 35.00 feet to a point, thence North 10°29'-44" West 55.00 feet to the point of beginning. The above described parcel contains 1925 square feet.

EASEMENT FOR INGRESS/EGRESS PURPOSES

A 20.00 foot wide Easement for Ingress and Egress purposes in the NW 1/4 of the NW 1/4 of Section 16, T.3N, R.23E in the City of Racine, Racine County, Wisconsin, whose centerline is described as follows:

Commencing at the Northwest Corner of said 1/4 Section, thence North 88°00'-23" East along the North line of said 1/4 section 89.61 feet to the point of beginning of said Easement center line, thence South 01°59'-37" East 92.87 feet to a point, thence South 0°-13'-39" East 341.18 feet to a point, thence South 79°30'-16" West 47.78 feet to the point of termination of said Easement center line.

— LEGEND —

- = 1" X 18" IRON PIPE SET
- = 6" NAIL SET
- ✕ = CHISELED "X" SET
- ⬠ = COUNTY MONUMENT FOUND
- ⊕ = EXISTING POWER POLE
- ⊞ = ELECTRIC METER
- ⊠ = ELECTRIC TRANSFORMER
- ⊡ = TELEPHONE PEDESTAL
- ⊢ = FIBER OPTIC VAULT
- ⊛ = LIGHT POLE
- ⊜ = MANHOLE
- ⊝ = METAL POST
- ⊞ = WOOD POST
- ⊟ = GROUNDING PORT
- ⊠ = DOOR
- OPL— = OVERHEAD ELECTRIC
- G— = BURIED GAS
- F— = BURIED FIBER OPTIC
- T/E— = BURIED ELEC. & TELE
- T— = BURIED TELEPHONE
- E— = BURIED ELECTRIC
- — — = PROPERTY LINE

GRAPHIC SCALE



BEARINGS REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM (NAD27) - SOUTH ZONE AND TO THE NORTH LINE OF THE NW 1/4 OF SECTION 16, T.3N, R.23E, S. 1/2 SECTION 16, WHICH BEARS N88°00'-23"E.

I, Craig A. Keesh, hereby certify that none of the property described hereon is within a flood plain as defined by FEMA.

SURVEYOR'S CERTIFICATE

I, Craig A. Keesh, Wisconsin Registered Land Surveyor of Meridian Surveying, LLC, certify that I have surveyed the described property and that the map shown is a true and accurate representation thereof to the best of my knowledge and skill.

Dated this _____ day of _____, 2012.

WISCONSIN REGISTERED LAND SURVEYOR
Craig A. Keesh S-2433

SITE NAME: RACINE DT	SITE ADDRESS: 1301 W. 6TH STREET RACINE, WISCONSIN 53404
SITE NUMBER: 783302	
SURVEYING, LLC	
N8774 Fridge 1 Meridian, W 54932	Office: 920-933-0881 Fax: 920-273-6037
AS-BUILT SURVEY FOR U.S. CELLULAR	
BEING A PART OF THE NW 1/4 OF THE NW 1/4 SECTION 16, T.3N, R.23E, CITY OF RACINE, RACINE COUNTY, WISCONSIN	
DATE: 10-2-12	BY: H.M.
DESCRIPTION: PRELIMINARY SURVEY	
DATE: 4-24-12	BY: H.M.
JOB NO.: 9669-81212	SHEET: 2 OF 3