



United States Department of the Interior



FISH AND WILDLIFE SERVICE

5600 American Boulevard West, Suite 990
Bloomington, Minnesota 55437-1458

IN REPLY REFER TO:

FWS/NWRS-RE- Wisconsin
Upper Mississippi River National Wildlife and Fish Refuge (La Crosse)
La Crosse Municipal Airport (M-84)

RIGHT-OF-WAY PERMIT FOR THE MAINTENANCE, ACCESS, AND USE OF AIRPORT AID TOWERS

THE SECRETARY OF THE INTERIOR, through his authorized representative, the Regional Director, U.S. Fish and Wildlife Service (**Service**), in accordance with applicable authorities, and in accordance with regulations published December 19, 1969, in 50 CFR 29.21, in consideration of the terms and conditions listed below, does hereby grant a permit to the CITY OF LA CROSSE, herein referred to as the "*permittee*", to use and occupy certain lands of the Upper Mississippi National Wildlife and Fish Refuge (NW&FR), in La Crosse County, WI, for the maintenance, access, and use of The La Crosse Municipal Airport Approach Lighting System (MAALS), for a period of Fifty (50) years, commencing on the date this permit is executed by the Regional Director, or as long as the Right-of-Way is used for the purpose granted.

The city of La Crosse is requesting a Right-of-Way to complete the proposed use. The purpose of this permit is to continue to maintain and operate the MAALS. These structures were designed to minimize impacts to flow, mussel communities and wetlands. The original structures were constructed in 1970 and rebuilt in 2000; no future construction is planned at this time. **The proposed use and work is further depicted on the attached maps.**

The said lands are more particularly described as follows:

(M-84) City of La Crosse:

The following described tract of land is located in La Crosse County, Wisconsin, Section 6, Township 16 North, Range 7 West, La Crosse County, Wisconsin;

Parcel 4

All that portion of Government Lot 2 located in said Section 6, Township 16 North, Range 7 West, La Crosse County, Wisconsin, being more particularly described as

follows:

All that portion of Government Lot 2 located in said Section 6 being a strip of land 400 feet in width and lying 200 feet on each side of the centerline extended, as presently established, of the North-South Runway of the La Crosse Municipal Airport, La Crosse, Wisconsin, containing 7.12 acres more or less. All as shown on the survey map entitled: "Parcel No. 4 - Fee Acquisition - U.S. Department of the Interior, to City of La Crosse, Wisconsin."

And

Parcel 8

A parcel of land located in Section 6, Township 16 North, Range 7 West, La Crosse County, Wisconsin, being more particularly described as follows:

Beginning at the intersection of the Northerly line of Government Lot 2 of said Section 6, being also the Northerly section line of Section 6, and the centerline extended, as presently established, of the North-South Runway of the La Crosse Municipal Airport, La Crosse, Wisconsin;

Thence Westerly, along the Northerly line of said Government Lot 2, to a point which is 875 feet distant Westerly of, measured at right angles to, the said Runway centerline; thence Southerly, parallel with the said Runway Centerline, to the Southerly line of said Government Lot 2; thence Southeasterly, along the Southerly line of Government Lot 2, to the said Runway centerline; thence Northerly, along the Runway centerline, to the point of beginning; excepting therefrom the Easterly 200 feet of the above described parcel; containing 8.44 acres more or less. All as shown on the survey map entitled: "Parcel No. 8 - Clear Zone Easement- U.S. Department of Interior to city of La Crosse, Wisconsin."

And

Parcel 9

A parcel of land located in Section 6, Township 16 North, Range 7 West, La Crosse County, Wisconsin, being more particularly described as follows:

Beginning at the intersection of the Northerly line of Government Lot 2 of said Section 6, being also the Northerly section line of Section 6, and the centerline extended, as presently established, of the North-South Runway of the La Crosse Municipal Airport, La Crosse, Wisconsin;

Thence Easterly, along the Northerly line of said Government Lot 2, to a point which is 875 feet distance Easterly of, measured at right angles to, the said Runway centerline;

thence Southerly, parallel with the said Runway centerline, to the Southerly line of said Government Lot 2; thence Northwesterly, along the Southerly line of Government Lot 2, to the said Runway centerline, to the point of beginning; excepting therefrom the Westerly 200 feet of the above described parcel' containing 13.33 acres more or less. All as shown on the survey map entitled: "Parcel No. 9 - Clear Zone Easement - U.S. Department of the Interior to City of La Crosse, Wisconsin."

Containing 28.89 acres, more or less.

The above described lands are shown on Exhibit A, attached hereto and made a part hereof.

By accepting this permit, the permittee agrees to the following terms and conditions:

(1) To comply with State and Federal laws applicable to the project within which the Right-of-Way is granted, and to the lands which are included in the Right-of-Way, and lawful existing regulations thereunder.

(2) To clear and keep clear the lands within the Right-of-Way to the extent and in the manner directed by the project manager in charge; and to dispose of all vegetative and other material cut, uprooted, or otherwise accumulated during construction and maintenance of the project in such a manner as to decrease the fire hazard and also in accordance with such instructions as the project manager may specify.

(3) To prevent the disturbance or removal of any public land survey monument or project boundary monument unless and until the permittee has requested and received from the Regional Director approval of measures the permittee will take to perpetuate the location of aforesaid monument.

(4) To take such soil and resource conservation and protection measures, including weed control on the land covered by the permit as the project manager in charge may request.

(5) To do everything reasonable within the permittee's power, both independently and on request of any duly authorized representative of the United States, to prevent and suppress fires on or near lands to be occupied under the permit area, including making available such construction and maintenance forces as may be reasonably obtainable for the suppression of such fires.

(6) To rebuild and repair such roads, fences, structures, and trails as may be destroyed or damaged by construction work and to build and maintain necessary and suitable crossings for all roads and trails that intersect the works constructed, maintained, or operated under the Right-of-Way.

(7) To pay the United States the full value for all damages to the lands or other property of the United States caused by permittee or their employees, contractors, or employees of the contractors, and to indemnify the United States against any liability for damages to life, person, or property arising from the occupancy or use of the lands under the Right-of-Way, except where the Right-of-Way is granted hereunder to a State or other governmental agency which has no legal power to assume such a liability with respect to damages caused by it to lands or property, such agency in lieu thereof agrees to repair all such damages.

(8) To promptly notify the project manager in charge, of the amount of merchantable timber, if any, which will be cut, removed, or destroyed in the construction and maintenance of the project, and to pay the United States in advance of construction, such sum of money as the project manager may determine to be the full stumpage value of the timber to be so cut, removed, or destroyed.

(9) That all or any part of the Right-of-Way granted may be terminated by the Regional Director for failure to comply with any or all terms and conditions of this permit, or for abandonment of the Right-of-Way by the permittee. A rebuttable presumption of abandonment is raised by deliberate failure of the permittee to use for any continuous 2-year period the permit for the purpose for which it was granted or renewed. In the event of noncompliance or abandonment, the Regional Director will notify in writing the permittee of the Regional Director's intention to suspend or terminate such permit 60 days from the date of the notice, stating the reasons therefore, unless prior to that time the permittee completes such corrective actions as are specified in the notice. The Regional Director may grant an extension of time within which to complete corrective actions when, in the Regional Director's judgment, extenuating circumstances not within the permittee's control such as adverse weather conditions, disturbance to wildlife during breeding periods or periods of peak concentration, or other compelling reasons warrant. Should the permittee of a Right-of-Way issued under authority of the Mineral Leasing Act, as amended, fail to take corrective action within the 60-day period, the Regional Director will provide for an administrative proceeding pursuant to 5 U.S.C. 554, prior to a final Departmental decision to suspend or terminate the permit. In the case of all other permittees, failure to take corrective action within the 60-day period will result in a determination by the Regional Director to suspend or terminate the permit. A written notice of termination will be furnished to the permittee. No administrative proceeding shall be required where the permit terminates under its terms.

(10) To restore the land to its original condition to the satisfaction of the Regional Director, so far as it is reasonably possible to do so upon revocation and/or termination of the Right-of-Way, unless this requirement is waived in writing by the Regional Director.

(11) To keep the project manager informed at all times of the permittee's address, and, in case of corporations, of the address of its principal place of business and the names and addresses of its principal officers.

(12) That in the construction, operation, and maintenance of the project, the permittee shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin and shall require an identical provision to be included in all subcontracts.

(13) That the grant of the permit shall be subject to the express condition that the exercise thereof will not unduly interfere with the management, administration, or disposal by the United States of the land affected thereby. **The permittee agrees and consents to the occupancy and use by the United States, its permittees or lessees of any part of the permit area not actually occupied for the purpose of the granted rights to the extent that it does not interfere with the full and safe utilization thereof by the permittee.** The permittee also agrees that authorized representatives of the United States shall have the right of access to the permit area for the purpose of making inspections and monitoring the construction, operation, and maintenance of facilities.

(14) That the Right-of-Way herein granted shall be subject to the express covenant that any facility constructed thereon will be modified or adapted, if such is found by the Regional Director to be necessary, without liability or expense to the United States, so that such facility will not conflict with the use and occupancy of the land for any authorized works which may hereafter be constructed thereon under the authority of the United States.

(15) That the Right-of-Way herein granted shall be for the specific use described and may not be construed to include the further right to authorize any other use within the Right-of-Way unless approved in writing by the Regional Director.

Prior to execution, the following special terms and conditions have been made a part hereof:

(16) The use of the Upper Mississippi River Wildlife and Fish Refuge shall be limited to the Right-of-Way described in the application from the City of La Crosse, Wisconsin, as set out in the map entitled La Crosse Municipal Airport, La Crosse, Wisconsin land map dated September, 1966. (May use current map)

(17) The permission herein granted shall be issued with the understanding upon the express condition that the permittee shall respect and protect the prior and proper rights within the Right-of-Way granted to any corporation, agency or person, and the permittee shall coordinate its planning, construction, use and maintenance of the Right-of-Way with such parties.

(18) No herbicides or pesticides shall be used on the Right-of-Way herein authorized without prior approval by the Regional Director, United States Fish and Wildlife Service.

(19) If any maintenance to the MAALS is required that will disturb the lake bottom the permittee must obtain a special use permit issued by the Refuge Manager which will list any special conditions that will be required.

(20) Any additional construction, expansion, or alterations are not in compliance with current Right-of-Way and will require the applicant to apply for additional permit(s).

The above instrument, together with all conditions thereof, is hereby accepted this 23rd
day of January, ~~2018~~ 2019

CITY OF LA CROSSE

BY: Timothy Kubit
Signature

TIMOTHY KUBIT, Mayor
Name, Title



U.S. Fish & Wildlife Service

City of LaCrosse (M84)

Upper Mississippi River National Wildlife and Fish Refuge

Land Status

LaCrosse County, Wisconsin - LaCrosse District

Exhibit A



Notes:
 City of LaCrosse (M84)
 Area: 28.89 acres
 Projection: UTM Zone 15N
 Datum: NAD 1983
 T. 16 N., R. 7 W., Section 6
 Principal Meridian: 4th
 Map Created: May 23, 2018

