

**Subject Gas Easement****From** Sklenar, Donald S <Donald.Sklenar@we-energies.com> **To** skeily@shorewest.com <skeily@shorewest.com> **Date** Today 3:48 pm DOC052622-05262022154807.pdf(~5.0 MB) ▾

Good Afternoon,

As we discussed, I have attached a copy of the gas easement for the property at W184 County Road CW, Town of Ixonia, Jefferson County. The document is Jefferson County Register of Deeds Document No. 1145449.

The gas pipe installed is a 30in steel natural gas transmission pipe.

If you have any other questions, please let me know,

Don Sklenar
Right of Way Agent
We Energies (DESC)
S13 W33800 STH 18
Delafield, WI 53018
Office: 262-968-5766
Mobile: 414-659-3284
Fax: 262-968-5714
Email: Donald.Sklenar@we-energies.com

000131

1145449

RIGHT OF WAY
AGREEMENT

194025

Document Number

Document Title

THE UNDERSIGNED Virginia Harris, ("Grantor"), for a good and valuable consideration paid to Grantor by Wisconsin Gas Company, a Wisconsin corporation ("Grantee"), the receipt and sufficiency of which are hereby acknowledged, conveys and warrants to Grantee, its successors and assigns, a perpetual easement or right-of-way in, through, upon and over a strip of land fifty (50) feet in width described in the attached Exhibit A to lay, construct, test, operate, inspect, maintain, patrol, replace, repair, reconstruct, alter, relocate, enlarge, and remove a pipeline with any associated valves, connections and appurtenances, including cathodic protection apparatus used for corrosion control, for the transmission of gas and associated condensates in, through, upon and over said strip of land, being a part of the real estate owned by Grantor located in the Town of Ixonia, County of Jefferson, State of Wisconsin, described as follows:

The North ½ Southeast ¼ of Section 1, Township 8 North, Range 16 East, in the Town of Ixonia, Jefferson County, Wisconsin.

EXCEPTING THEREFROM Lot 1 of Certified Survey Map No. 1745 recorded in Volume 5 of Certified Surveys on Page 382 as Document No. 796418.

FURTHER EXCEPTING THEREFROM easement recorded on February 28, 1984 in Volume 642 of Records on Page 201 as Document No. 796294.

ALSO, the Southeast ¼ Northeast ¼ of Section 1, Township 8 North, Range 16 East, in the Town of Ixonia, Jefferson County, Wisconsin.

This is not homestead property.

Recording Area

Name and Return Address

Wisconsin Gas Company
300 Cottonwood Avenue, Suite 8
Hartland, WI 53029

RECEIVED FOR RECORD
at 11:05 o'clock A M

FEB 12 2004

James E. Kuntz
Register of Deeds
Jefferson County, WI

012-0816-0114-000; 012-0816-0141-000; 012-0816-0142-000
Parcel Identification Number (PIN)

In addition, Grantor grants to Grantee a temporary construction easement described in Exhibit A. The temporary easement is for construction purposes only and shall terminate when the need therefor passes.

Grantee may request or otherwise appoint and duly authorize other persons, firms or corporations to perform, carry out and complete the activities and operations herein enumerated, as it deems necessary and convenient for the full enjoyment and use of the rights herein granted.

Grantor agrees not to erect any permanent structures upon the fifty (50) foot wide strip of land described herein and not to plant any trees within fifteen (15) feet of the centerline of the pipeline. Grantor agrees not to alter the existing grade of the permanent easement without prior written permission of Grantee. Grantor also grants to Grantee, at any time and at no additional cost to Grantee, the right to clear the permanent right-of-way of all trees (except as provided above), undergrowth and other obstructions so long as this easement remains in effect.

Grantor further covenants and agrees that Grantor's use of any portion of the fifty (50) foot wide strip of land which overlaps and is also subject to an earlier easement granted to a public utility, shall be subject to any and all use restrictions required by that easement. The terms of the easement granted to Wisconsin Gas Company by this instrument shall not supercede or take precedence over any land use restrictions imposed on Grantor by the earlier public utility easement that are more stringent or more restrictive or otherwise distinct from the terms of this document.

Grantee shall have the right at any and all times to go upon said strip of land, or travel across said strip of land and other adjacent lands of Grantor to access said strip of land or an adjoining easement for the purpose of laying, constructing, testing, operating, inspecting, maintaining, patrolling, replacing, repairing, reconstruction, altering, relocating, enlarging and removing said pipeline. Grantee, after doing any such work, shall restore the surface of the ground as nearly as possible to the condition as existing immediately prior to the commencement of such work. Grantee shall pay reasonable damages to growing crops or improvements

resulting from any other operations by Grantee under this grant subsequent to construction of the pipeline. If the damages are not mutually agreed upon, they shall be ascertained and determined by three (3) disinterested persons, one of whom shall be appointed by Grantor, one by the Grantee, and the third by the two persons so appointed. The written award of any two of such three persons shall be final, conclusive, and binding upon the parties hereto, and Grantor covenants not to sue or bring any action for damages until the amount thereof shall have been determined as above provided.

Grantee shall replace or repair in good workman-like manner all tile or fence cut or damaged in the construction of the pipeline or any subsequent operations under this grant. Grantee shall not interfere with the use of the right-of-way by Grantor for normal farming operations, except in the exercise of its rights permitted hereunder. All damages associated with the construction of the pipeline and appurtenances have been agreed to between Grantor and Grantee. If the lands affected by this easement are Agricultural Lands, as defined in the Agricultural Impact Mitigation Agreement between Wisconsin Gas Company and the Wisconsin Department of Agriculture, Trade and Consumer Protection, Grantor and Grantee have made provisions for tree and stump removal in a separate written agreement dated an even date herewith.

Grantor and Grantor's successors, assigns, heirs, executors and administrators, covenant and agree to and with Grantee, its successors and assigns, that at the time of the execution and delivery of this easement they are well seized of said premises described in Exhibit A, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear from all encumbrances whatsoever, and will forever warrant and defend said easement against all and every person or persons lawfully claiming the whole or any part thereof. Grantor agrees that the rights granted hereunder for this pipeline only, may be assigned in whole or in part, are continuous and shall not be lost due to nonuse or limited use for any length of time.

This agreement, including all the covenants and conditions rights, privileges and obligations herein contained, shall be construed as creating a right-of-way and easement in favor of Grantee and shall extend to, be binding upon, and inure to the benefit of, the heirs, executors, legal representatives, legatees, administrators, successors in the title and assigns of Grantor and Grantee respectively.

The parties acknowledge and agree to the terms and conditions set forth in Exhibits A, B, and C, attached hereto and incorporated herein.

Where applicable, pronouns and relative words used herein shall be read as plural, feminine or neuter. Any non-titled spouse signs below as Grantor for the purpose of releasing and waiving all rights he or she may hold under all applicable homestead exemption laws.

Dated: 27 Jan 04

GRANTOR:

by David Harris
Agent in Fact
Virginia Harris

(Seal)

STATE OF WISCONSIN)
)ss.
COUNTY OF WAUKESHA)

Personally came before me this 28TH day of JANUARY,
and Attorney in Fact
instrument and acknowledged the same.

2004, the above-named David Harris
to me known to be the person(s) who executed the foregoing

Leonard J. LeBlanc
LEONARD J. LEBLANC

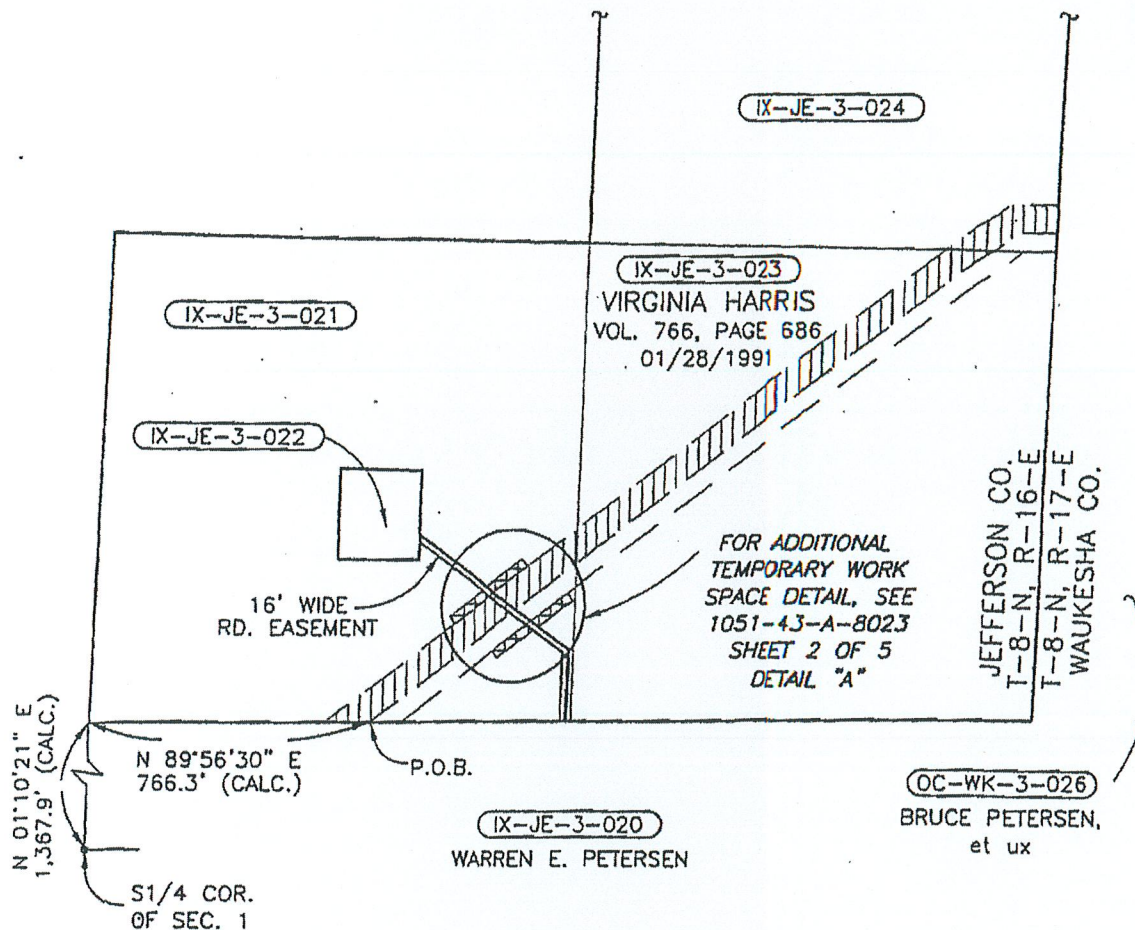
*Print name of Notary Public

Notary Public WAUKESHA County, Wisconsin

My commission expires: 6/19/2005

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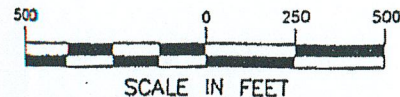
EXHIBIT "A"
JEFFERSON COUNTY, WISCONSIN
TOWN OF IXONIA
PART OF NE1/4, SEC. 1, T-8-N, R-16-E

**LEGEND**

- PERMANENT EASEMENT
- TEMPORARY WORK SPACE
- ADDITIONAL TEMPORARY WORK SPACE

NOTES:

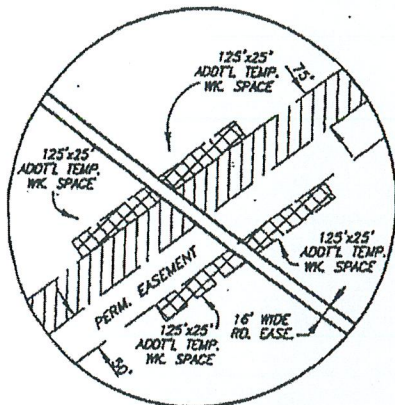
1. THE INFORMATION SHOWN IS NOT A SURVEY AND ALL BEARINGS AND DISTANCES ARE APPROXIMATE.
2. BEARINGS SHOWN ARE GRID BEARINGS AND REFER TO WISCONSIN STATE PLANE COORDINATE SYSTEM, NAD 83.
3. EASEMENT CENTERLINE LENGTH 2,265± FEET
 PERMANENT EASEMENT 2.60 ACRES
 TEMPORARY WORK SPACE 4.11 ACRES
 ADD'L. TEMPORARY WORK SPACE 0.28 ACRES



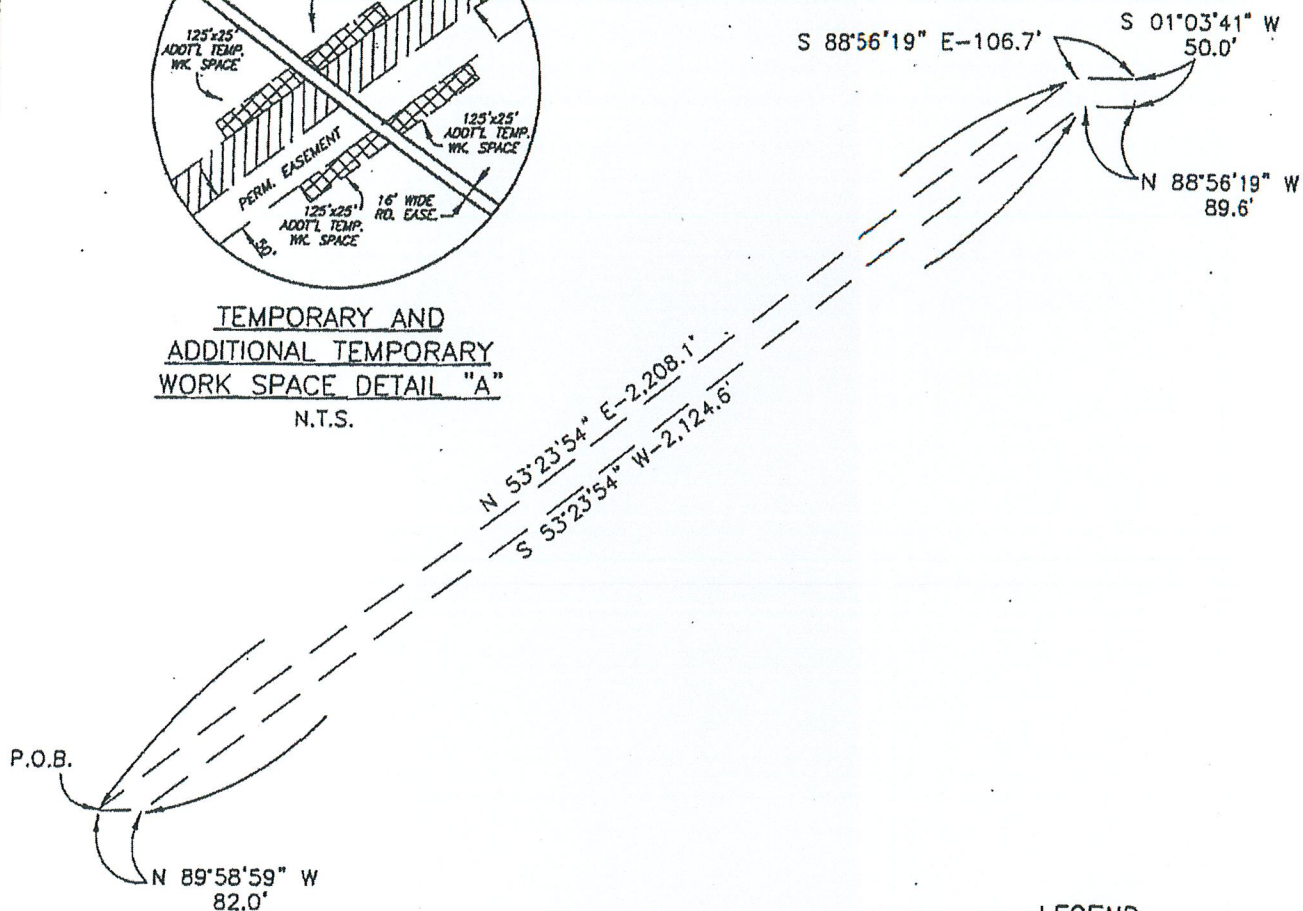
ALIGNMENT SHEET NO. 1051-43-D-7004
 & 7005

 GULF INTERSTATE ENGINEERING HOUSTON, TEXAS		WISCONSIN GAS COMPANY LATERAL LINE PROJECT IXONIA-BROOKFIELD JUNCTION PERMANENT EASEMENT CROSSING PROPERTY OF VIRGINIA HARRIS JEFFERSON COUNTY, WISCONSIN	
DRAWN CHECKED PROJ. ENG PROJ. MGR. CLIENT APPR.	BY DATE CL CL 2/05/02 2/05/02	DWG. NO. 1051-43-A-8023	SHT. 1 OF 4

EXHIBIT "A"
JEFFERSON COUNTY, WISCONSIN
TOWN OF IXONIA
PART OF NE1/4, SEC. 1, T-8-N, R-16-E



TEMPORARY AND
ADDITIONAL TEMPORARY
WORK SPACE DETAIL "A"
N.T.S.



LEGEND

-  PERMANENT EASEMENT
 TEMPORARY WORK SPACE
 ADDITIONAL TEMPORARY WORK SPACE



**GULF INTERSTATE
ENGINEERING
HOUSTON, TEXAS**

	BY	DATE
DRAWN	GIE	01/22/02
CHECKED	CL	01/23/02
PROJ. ENG	EL	2/05/02
PROJ. MGR.	EL	2/05/02
CLIENT APPR.		

WISCONSIN GAS COMPANY
LATERAL LINE PROJECT

IXONIA-BROOKFIELD JUNCTION
PERMANENT EASEMENT
CROSSING PROPERTY OF
VIRGINIA HARRIS

JEFFERSON COUNTY, WISCONSIN

0	ISSUED FOR ROW & WORKSPACE ACQUISITION	GIE	02/01/02	CHK	APPR	PROJ. MGR.	1051-43-A-8023	JEFFERSON COUNTY,	WISCONSIN
REV.	DESCRIPTION	BY	DATE	CHK	APPR	CLIENT APPR.	1051	DWG. NO. 1051-43-A-8023	SHT. 2 OF 4 REV. 0

\\jc0101\vol1\1021\const\plots\exhibits\pJ023.dwg Plotted on: Feb 01, 2002 - 10:56am by minrich

Drawing No. 1051-43-A-8023
Exhibit "A", Sheet 3 of 4
Virginia Harris
Tract No. IX-JE-021, 023 & 024

PERMANENT EASEMENT

A Permanent Easement being fifty (50) feet in width over, under and across a tract of land in Section 1, Township 8 North, Range 16 East described as recorded on January 28, 1991, in Volume Number 766 of records, on Page 686, as Document No. 869953, in the office of Register of Deeds for Jefferson County, Wisconsin, said Permanent Easement extending to the boundaries of the above described tract of land, being more particularly described as follows.

COMMENCING at a monument marking the South 1/4 corner of said Section 1;

THENCE N01°10'21"E, along the North/South 1/4 section line of the said Section 1, a calculated distance of 1,367.9 feet to a point being located on the most Westerly, Southwest corner of the above described tract of land;

THENCE N89°56'30"E, along the South line of the above described tract of land, a calculated distance of 766.3 feet to a point, said point being THE POINT OF BEGINNING of the herein described fifty (50) foot wide Permanent Easement;

THENCE N53°23'54"E, a distance of 2,208.1 feet to a point;

THENCE S88°56'19"E, a distance of 106.7 feet to a point located on the East line of the above described tract of land;

THENCE S01°03'41"W, along said East line of the above described tract of land, a distance of 50.0 feet to a point, said point being the East 1/4 corner of said Section 1;

THENCE N88°56'19"W, departing said East line, a distance of 89.6 feet to a point;

THENCE S53°23'54"W, a distance of 2,124.6 feet to a point;

THENCE N89°58'59"W, along the most Northerly, South line of the above described tract of land, a distance of 82.0 feet to THE POINT OF BEGINNING of the herein described fifty (50) foot wide Permanent Easement, containing 2.60 acres of land, more or less.

Drawing No. 1051-43-A-8023
Exhibit "A", Sheet 4 of 4
Virginia Harris
Tract No. IX-JE-021, 023 & 024

TEMPORARY WORK SPACE

A Temporary Work Space being seventy-five (75) feet in width and being parallel with and adjacent to the Northwesterly line of the above described fifty (50) foot wide Permanent Easement, said Temporary Work Space extending to the boundaries of the above described tract of land and containing 4.11 acres of land, more or less.

ADDITIONAL TEMPORARY WORK SPACE

An Additional Temporary Work Space being twenty-five (25) feet in width and being parallel with and adjacent to the Southeasterly line of the above described fifty (50) foot wide Permanent Easement and extending one hundred and twenty-five (125) feet Northeasterly from the Northeasterly line of a sixteen foot wide road Easement, containing 0.07 acres of land, more or less.

Also, another Additional Temporary Work Space being twenty-five (25) feet in width and being parallel with and adjacent to the Southeasterly line of the above described fifty (50) foot wide Permanent Easement and extending one hundred twenty-five (125) feet Southwesterly from the Southwesterly line of a sixteen foot wide road Easement, containing 0.07 acres of land, more or less.

Also, another Additional Temporary Work Space being twenty-five (25) feet in width and being parallel with and adjacent to the Northwesterly line of the above described seventy-five (75) foot wide Temporary Work Space and extending one hundred twenty-five (125) feet Southwesterly from the Southwesterly line of a sixteen foot wide road Easement, containing 0.07 acres of land, more or less.

Also, another Additional Temporary Work Space being twenty-five (25) feet in width and being parallel with and adjacent to the Northwesterly line of the above described seventy-five (75) foot wide Temporary Work Space and extending one hundred twenty-five (125) feet Northeasterly from the Northeasterly line of a sixteen foot wide road Easement, containing 0.07 acres of land, more or less.

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Exhibit "A"

Virginia Harris

Tract #: IX-JE-3-021

PIN #: 012-0816-0142

TEMPORARY ROADWAY

The East Thirty-five (35) feet of the South Three hundred fifty (350) feet of the Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼) of Section 1, Township 8 North, Range 16 East, Town of Ixonia, Jefferson County, Wisconsin. Containing 0.3 acres, more or less.