

375595

GAS DISTRIBUTION EASEMENT

Document Number

VOL. 594 PAGE 530

FOR AND IN CONSIDERATION of the sum of \$1.00 and other good and valuable consideration to them paid, the receipt whereof is hereby acknowledged, **Christine A. Wontor, a married person**, owner(s), hereinafter referred to as the "grantor", do hereby give, grant and convey unto

**WISCONSIN GAS LLC, a Wisconsin limited liability company
doing business as We Energies**

hereinafter referred to as the "grantee", its successors and assigns, subject to the limitations and reservations herein stated, the perpetual and exclusive right, permission and authority to lay, install, construct, maintain, operate, inspect, alter, replace, protect, test, patrol, extend, repair, reconstruct, relocate, enlarge, and remove or abandon a pipeline or pipelines with valves, tie-overs, main laterals and service laterals, and other appurtenant facilities, including cathodic protection apparatus used for corrosion control, all of which shall be and remain the property of the grantee, for the transmission and distribution of natural gas and all by-products thereof or any liquids, gases, or substances which can or may be transported or distributed through a pipeline or pipelines, on, over, under, across, through and upon the hereinafter described strip of land fifty (50) feet in width (or such other widths as described in Exhibit A and shown on Exhibit B), being a part of the premises of the grantor in a part of the NE ¼ of Section 26 Township 22 North, Range 4 West, Town of Adams, Jackson County, Wisconsin (the "Easement Area").

The location of the Easement Area with respect to the premises of the grantor is as described on the attached Exhibit "A", and shown on the attached Easement Description Map, marked Exhibit "B", and made a part hereof by this reference.

The grantee may request or otherwise appoint, assign, 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. The rights herein granted to the grantee may be assigned in whole or in part by the grantee at any time.

The grantee shall have all other rights and benefits necessary or convenient for the full enjoyment and use of the rights herein granted, including but not limited to, the right to remove and to clear all structures and obstructions such as, but not limited to, rocks, trees, brush, limbs and fences which might interfere with the rights herein contained, and the free and full right of ingress and egress over and across the Easement Area and other adjacent lands of the grantor to and from said Easement Area, and the use of the Easement Area and other adjacent lands of the grantor, as necessary or convenient for the full enjoyment and use of the rights herein granted, during the operations of the grantee as herein above enumerated but not necessarily limited thereto.

Any pipe shall be buried to such depth that it will not interfere with the ordinary cultivation of such land.

The grantor covenants and agrees that no structures or above ground improvements (as defined in the attached Exhibit "C"), obstructions or impediments, of whatever kind or nature will be constructed, placed, granted or allowed within the Easement Area, and the grantor further covenants and agrees that the elevation of the existing ground surface of land within the Easement Area will not be altered by more than six (6) inches without the prior written consent of the grantee. The grantor covenants and agrees not to plant any trees or shrubs within the Easement Area.

RECEIVED FOR RECORD
AT B. 20 B M
Vol. 594 Page 530

OCT 01 2014

SHARI MARG
REGISTER OF DEEDS
JACKSON COUNTY, WI

RETURN TO:

WE Energies
P.O. Box 159
Black River Falls, WI 54615

(Parcel Identification Number)
00204440000

The grantee and its agents shall have the further right to use, for initial construction purposes only, a strip(s) of land as shown on the attached Exhibit "B", as a temporary construction easement area. For non-wooded parcels the grantor and the grantee agree that the grantee may at the time of construction extend the temporary easement area up to an additional twenty-five (25) feet. The temporary easement is for construction purposes only and shall terminate when the need therefor passes.

The grantor, however, after the initial construction of the pipeline is completed, reserves the right to cultivate and use the ground surface within the Easement Area covered by this instrument provided that such use shall not, in the opinion of the grantee, interfere with or obstruct the grantee in its exercise of the rights and privileges herein granted, or create any actual or potential hazard to the pipeline facilities ultimately installed therein.

The grantor agrees to comply with the Addendum - General Construction Requirements and Restrictions for Wisconsin Gas LLC Gas Pipeline Easement Areas which is attached hereto, marked Exhibit "C", consisting of two pages, and made a part hereof by this reference.

The grantee, by the acceptance hereof, agrees to reasonably restore or repair damage to the grantor's property including replacement of damaged or removed fencing, and to compensate the grantor for any reasonable losses resulting therefrom, which the grantee proximately causes by the activities and operations hereinabove enumerated; but the grantee does not in any manner whatsoever waive or otherwise modify its rights and legal defenses which under law it may be entitled to raise, nor shall the grantee be held in any way responsible for indemnifying, protecting, or otherwise holding any person, firm, or corporation harmless from and against its or their own acts and omissions and the consequences thereof.

The grantor and the grantor's successors, assigns, heirs, executors and administrators, covenant and agree to and with the grantee, its successors and assigns, that at the time of the ensealing and delivery of this easement they are well seized of good and marketable title to the premises above described, and that the same are free and clear from all encumbrances that might materially adversely affect the rights of the grantee hereunder, and will forever warrant and defend said easement against all and every person or persons lawfully claiming the whole or any part thereof.

It is understood that the complete exercise of the rights herein conveyed may be gradual and not fully exercised for some time in the future, and that none of the rights herein granted shall be lost by non-use for any length of time.

This instrument shall be a covenant running with the land and shall be binding upon, and inure to the benefit of, the heirs, legal representatives, executors, administrators, devisees, legatees, successors or assigns of all parties hereto.

Upon the recording of this instrument with the Register of Deeds of the county in which the Easement Area is located, that certain Memorandum of Option dated FEBRUARY 20TH, 2013 and pertaining to the easement described herein shall automatically terminate and be of no further force or effect.

Any non-titled spouse signs below as the grantor for the purpose of releasing and waiving all rights he or she may hold under all applicable homestead exemption laws and all applicable marital property laws.

This IS (is/is not) homestead property.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be duly executed as of the 20TH day of FEBRUARY, 2014, 2014.

GRANTOR

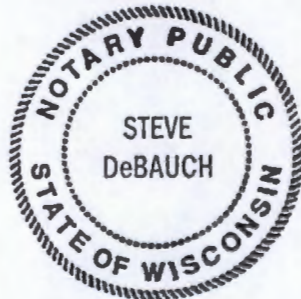
Christine A. Wontor
Christine A. Wontor

Anthony Z. Wontor
Anthony Z. Wontor

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF JACKSON)

Personally came before me this 20TH day of FEBRUARY, 2014, 2014, the above named Christine A. Wontor and Anthony Z. Wontor, wife and husband, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.



Steve DeBauch
Signature of Notary

STEVE DEBAUCH
Printed Name of Notary

Notary Public, State of Wisconsin

My Commission expires (is) MARCH 8, 2015

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY AND EASEMENT AREA

GRANTOR:
CHRISTINE A. AND
ANTHONY Z. WONTOR
6961 BAYPORT AVE.
SPARTA, WI 54656

TAX PARCEL NO.
002-0444-0000

GRANTEE:
WISCONSIN GAS LLC
D/B/A/ WE ENERGIES
231 W. MICHIGAN ST.
MILWAUKEE, WI. 53203

PROPERTY DESCRIPTION

PARCEL NO. 002-0444-0000

The Southwest Quarter of the Northeast Quarter of Section 26, Township 22 North, Range 4 West, in the Town of Adams, Jackson County, Wisconsin.

EASEMENT DESCRIPTION

That part of the SW 1/4 of the NE 1/4 of Section 26, Township 22 North, Range 4 West, Town of Adams, Jackson County, Wisconsin, described as follows:

Commencing at the N 1/4 corner of said Section 26; thence S00°18'38"W along the west line of said NE 1/4, 1318.48 feet to the north line of said SW 1/4 of the NE 1/4 and the point of beginning; thence S44°41'22"E 70.71 feet; thence S00°18'38"W 1267.07 feet to the south line of said SW 1/4 of the NE 1/4 and the south line of the owner's land; thence S88°42'23"W along said south line, 50.02 feet to the west line of said SW 1/4 of the NE 1/4 and the west line of the owner's land; thence N00°18'38"E along said west line, 1318.48 feet to the point of beginning.

The Permanent Easement Area contains 1.484 acres, more or less.

The Temporary Easement Area contains 0.921 acre, more or less.



Gary R. Splinter



we energies



DRAWN BY:	JDH
CHECKED:	GRS
APPROVED:	GRS

REVISIONS:	DATE: 5/20/2014
1. 8/7/2014	SCALE: NA
	SHEET NUMBER:
	1 of 1

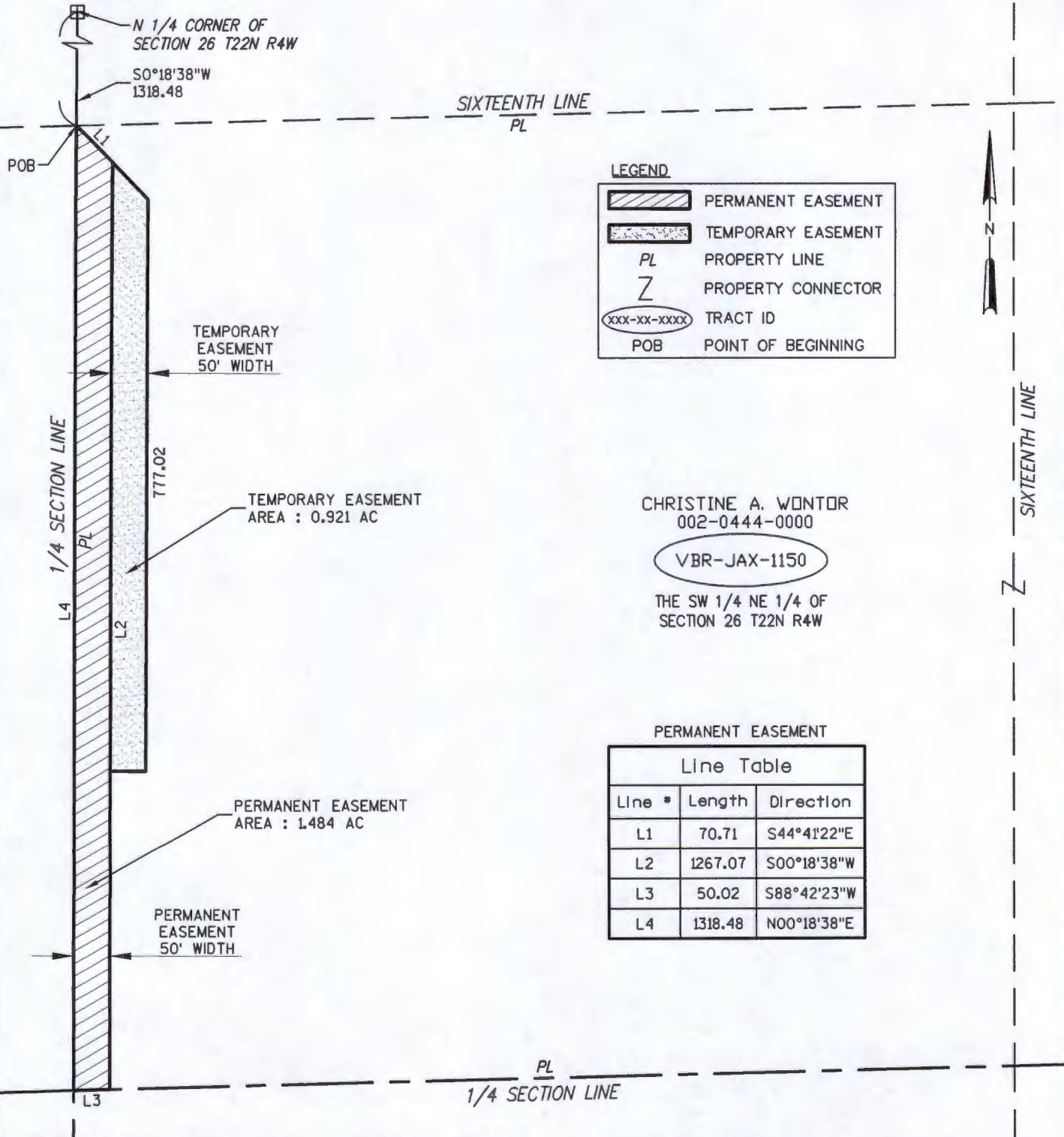
GRANTOR:
CHRISTINE A. AND
ANTHONY Z. WONTOR
6961 BAYPORT AVE.
SPARTA, WI 54656

EXHIBIT B

EASEMENT DESCRIPTION MAP

GRANTEE:
WISCONSIN GAS LLC
D/B/A/ WE ENERGIES
231 W. MICHIGAN ST.
MILWAUKEE, WI. 53203

TAX PARCEL NO.
002-0444-0000



NOTE: BEARINGS BASED UPON THE UTM15 COORDINATE SYSTEM.



we energies



DRAWN BY: JDH
CHECKED: GRS
APPROVED: GRS

REVISIONS: DATE: 5/20/2014

1. 8/7/2014 SCALE: 1" = 200'

SHEET NUMBER:

1 of 1

EXHIBIT "C"

ADDENDUM

VOL. 594 PAGE 535

**General Construction Requirements and Restrictions
for Wisconsin Gas LLC Gas Pipeline Easement Areas**

1. The Easement Area must be accessible to Wisconsin Gas LLC personnel or their agents.
2. Fill material, rubble, scrap, pavement, berms or earthworks may not be placed within the Easement Area without Wisconsin Gas LLC's prior written approval.
3. The elevation or grade over the gas pipeline may not be altered by more than 6 inches without Wisconsin Gas LLC's prior written approval. A minimum of 36 inches of cover over the gas pipeline must be maintained at all times.
4. Retention ponds and their inlets/outlets are not permitted within the Easement Area.
5. No drainage ditches or drain tiles may be constructed within the gas pipeline Easement Area unless approved in writing by Wisconsin Gas LLC with proper cover and erosion protection. Plans must be submitted to Wisconsin Gas LLC for written approval.
6. Septic fields or mound systems may not be constructed within the Easement Area. Laterals to or from the field or mound may cross the gas pipeline, provided that they maintain an 18 inch separation from the gas pipeline. If it is necessary to locate and expose the gas pipeline, excavation must be done by hand-digging with a Wisconsin Gas LLC representative present.
7. Underground culverts, pipelines, cables, sewers or any utility must not be placed within 18 inches of the gas pipeline in any direction and must be hand dug when within 4 feet of the gas pipeline. Wisconsin Gas LLC must be notified when excavation is planned in proximity to the gas pipeline to view and inspect excavation activities. Plans must be submitted to Wisconsin Gas LLC for prior written approval.
8. Digger's Hotline must be contacted at least 3 days prior to any excavation or construction activities within the Easement Area. The current contact for Digger's Hotline is 811 or 1-800-242-8511 or www.diggershotline.com.

9. Structures or above ground improvements **are not** allowed within the Easement Area. These prohibited structures include but are not limited to: houses, garages, outbuildings, storage sheds, decks, swimming pools, gazebos, satellite dish antennas and dog kennels/runs. Unless otherwise approved by the Grantee, fencing may be installed in the Easement Area, but fence posts are limited to an installation distance of 5 feet from the gas pipeline.
10. Landscaping, including trees and shrubs, **is not** permitted in the Easement Area.
11. The installation of future roadways must be supported by sound structural fill around the gas pipeline. Wisconsin Gas LLC may require soil borings to establish the subgrade load bearing characteristics of the site and prove that unstable soils are not present around the gas pipeline. Plans must be submitted to Wisconsin Gas LLC for written approval.
12. A paved/compacted surface, such as a driveway, is allowed within the Easement Area provided that a minimum cover of 48 inches is maintained over the gas pipeline. **The minimum cover does not apply to roadways.** Plans must be submitted to Wisconsin Gas LLC for prior written approval.
13. Heavy earth moving equipment may not be routed over the gas pipeline without providing load bearing protection, such as temporary pavement, heavy mats, additional compacted cover or other adequate bridging methods. Prior notification to and written approval from Wisconsin Gas LLC are required.
14. **Wisconsin Gas LLC Field Operations must be contacted at least three (3) working days prior to any excavation activity within the Easement Area to coordinate oversight or inspection, or to confirm compliance with these provisions. The current phone number for Wisconsin Gas LLC Call Center is 1-800-242-9137.**
15. Additional protective requirements may be necessary upon review of the grantor's construction plans submitted to Wisconsin Gas LLC as required by the Easement Agreement.

WISCONSIN GAS LLC
Attn: System Engineering, A516
333 W. Everett Street
MILWAUKEE, WI 53203