

286775

VOL. 630 PAGE 5810

FOR AND IN CONSIDERATION of the sum of one dollar and other good and valuable consideration to

Them _____ in hand paid, the receipt whereof is hereby acknowledged, the undersigned Grantor, _____

Guy P. Kadau and Wendy L. Kadau

do _____ hereby give, grant and convey unto

WISCONSIN NATURAL GAS COMPANY

a corporation, Grantee, its successors and assigns, subject to the limitations and reservations herein stated, the right, permission and authority to lay, install, construct, maintain, operate, alter, replace, extend, repair and remove a pipeline or pipelines with valves, tie-overs, main laterals and service laterals, and other appurtenant facilities, 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; over, under, across, and upon the hereinafter described strip of land:

Various _____ (_____)

feet in width being a part of the premises of the undersigned in the _____

Northwest One-Quarter _____ (N.W. 1/4)

of Section numbered Twelve _____ (12), Township numbered _____

Four _____ (4) North, Range numbered Eighteen _____

(18) East, town _____ of East Troy, Walworth

County, Wisconsin, the center line of said strip of land being described as follows:

The westerly fifteen feet and the northerly ten feet of Lot 5, Block 1 of Lake Beulah Subdivision as recorded in Volume 5, Page 21 of Plat, Walworth County Records.

Excepting therefrom the westerly five feet of the southerly 152 feet and the northerly 66 feet.

Also, excepting therefrom the easterly 11 feet of the northerly 52 feet of the southerly 210 feet.

All of the foregoing to be shown on a drawing marked Exhibit "A" attached hereto and made a part hereof.

PLBS-4

Vol. 3-82 37
RECORDED IN VOL. 630
PAGE 5810

94 JUN 9 AM 10 19

LOIS A. HEDGECOCK
REGISTERED CLERK
WALWORTH COUNTY, WI
W. H. H. H. H. H.
14.00

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.

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 strip of land and other adjacent lands of the Grantor to and from said strip of land, and the use of said strip of land 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 Grantors covenant and agree that no structures, obstructions or impediments, of whatever kind or nature, which will or might interfere with the full enjoyment and use of the rights herein granted, will be constructed, placed, granted or allowed within the above-defined _____ foot-wide strip of land.

Grantee, by the acceptance hereof, agrees to reasonably restore or repair damage to owner's property, and to compensate the owner for any reasonable losses thereto which the Grantee causes by the activities and operations hereinabove enumerated; but Grantee shall not be held in any way responsible for indemnifying, protecting, or otherwise holding any other person, firm, or corporation harmless from and against its or their own acts and omissions and the consequences thereof.

(EXECUTE AND NOTARIZE ON BACK)

I hereby certify that I have on this 10th day of June, 1994, microphotographed the above document in accordance with standards established by Sec. 228.03 (1) of Statutes with established procedures, *Rita D. H. H. H.*, Camera Operator

PLBS-4

418-1074

I hereby certify that I have on this 10th day of June, 1994, microphotographed the above document in accordance with standards established by Sec. 228.03 (1) of Statutes with established procedures, Pete Havel, Camera Operator

VOL. 630 PAGE 5811

This agreement shall be binding upon the heirs, successors or assigns of all parties hereto.

IN WITNESS WHEREOF, Grantors have hereunto set their hand s and seal s this 20th day of

May, 1994.

In Presence of:

Robert D. Schul

Guy P. Kadau (SEAL)
X Wendy L. Kadau (SEAL)
Wendy L. Kadau (SEAL)

_____ (SEAL)

STATE OF WISCONSIN)

XXX KOSKOWSKI ss.

Personally came before me this 20th day of MAY, 1994 the above named _____

Guy P. Kadau and Wendy L. Kadau

_____ to me known to be the person s who executed the foregoing instrument and acknowledged the same.



Martin Peterson
Notary Public, PETERSON STATE OF WISCONSIN Wis.
My commission expires September 25, 1994

STATE OF WISCONSIN)

COUNTY)

Personally came before me this _____ day of _____, 19____, the above named _____

_____ to me know to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, _____ County, Wis.
My commission expires _____

This instrument was drafted by Thomas Turner on behalf of Wisconsin Natural Gas Company.

Form 77
05-12-93

EASEMENT GAS

COUNTY Walworth
CITY/TOWN/VILLAGE East Troy
SEC. 12 N.W. 1/4 T. 4 N. R. 18 E.
GRANTOR Guy P. Kadau & Wendy L. Kadau

EASEMENT RECORD-TREASURY DEPT.

DATE INITIALS
APPROVED-ENG. DEPT. _____
APPROVED-ASST. SECY. _____
FILED _____

TO

WISCONSIN NATURAL

GAS COMPANY

EASEMENT
INDIVIDUAL

Register's Office
STATE OF WISCONSIN

County _____

Received for Record this _____ day

of _____ A.D., 19____, at

_____ o'clock _____ M., and

recorded in Vol./Reel _____ of Deeds

on Page/Image _____, Doc. # _____

Register of Deeds

Return to Supervisor - Civil Engineering

Wisconsin Natural Gas Company

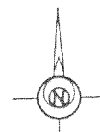
233 Lake Avenue

Racine, WI 53407-0007

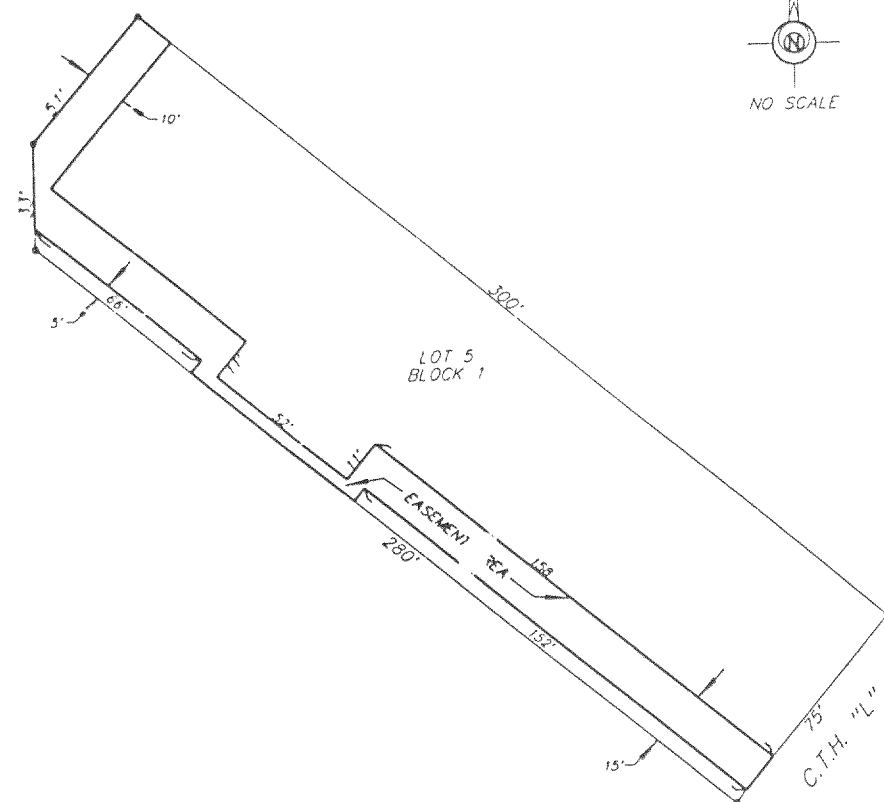
binds Mortgagor(s) and their respective heirs, personal representatives, successors and assigns.
20. Entire Agreement. This Mortgage is intended by the Mortgagor and Lender as a final expression of this Mortgage and as a complete and exclusive statement of its terms, there being no conditions to the full effectiveness of this Mortgage. No parol evidence of any nature shall be used to supplement or modify any terms.

VOL 630 PAGE 5812

EXHIBIT "A"
PROPOSED GAS EASEMENT FROM
GUY & WENNY KADAU
LANDS LYING IN THE N.W. 1/4 SEC. 12-4-18
TOWN OF EAST TROY
WALWORTH CO., WI



NO SCALE



DRAWN BY: T.M. TURNER
DATE: 02/02/24

usr271am1/KADAU.570