

# Easement Seminar Assignment

***Do this assignment before the Seminar and before reading the Easement handout***

## **True-False**

Circle the correct letter for each question.

- T F 1. The servient estate has the right to revoke an easement at any time.
- T F 2. A street dedication shown on a subdivision plat and accepted by the public is a fee simple transfer.
- T F 3. An easement is terminated if it is not indicated in the description of a subsequent conveyance.
- T F 4. The beneficiary of an easement can be a parcel of land or a person.
- T F 5. The beneficiary of an easement in gross can convey his/her interest to a second party without the servient estate's permission.
- T F 6. After he cuts down some oak trees which obstruct his access easement, Mr. Smith can sell the harvested trees and keep the money.
- T F 7. Prescriptive use must be visible to the owner.
- T F 8. An easement is less than a fee simple estate.
- T F 9. To be extinguished, a public street dedication on a subdivision plat only needs to be released by the government entity which accepted it.
- T F 10. Wisconsin courts do not recognize implied easements.
- T F 11. A telecommunications company in Wisconsin may acquire land by condemnation for line construction.
- T F 12. An easement by necessity is perpetual unless released by the dominant estate.
- T F 13. An easement can be added to a metes and bounds description with a qualifying clause.
- T F 14. In Wisconsin, a utility can gain a prescriptive easement in only 10 years.

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## Question (1)

What are the differences, if any, between the following term pairs?

(a) appurtenant easement and easement in gross

(b) easement and license

(c) prescription and adverse possession

## Question (2)

What element(s) should be identified in an easement document?

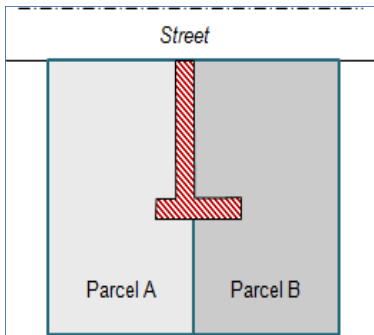
## Question (3)

What is condemnation?

# Easement Seminar Assignment

## Question (4)

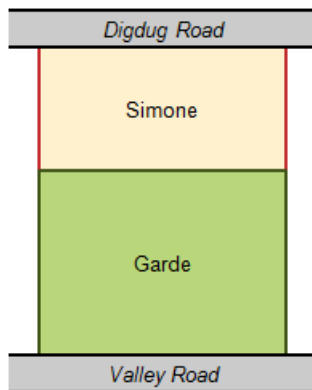
Two adjacent properties, A and B, share a common driveway. The majority of the driveway is on Parcel A for which Parcel B has an easement.



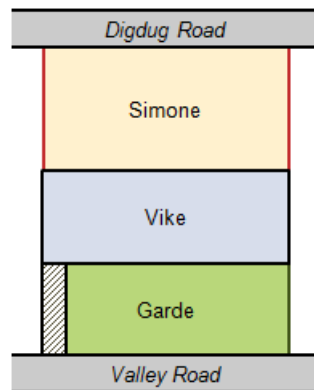
What, if anything, happens to the easement if the owner of Parcel A purchases Parcel B?

## Question (5)

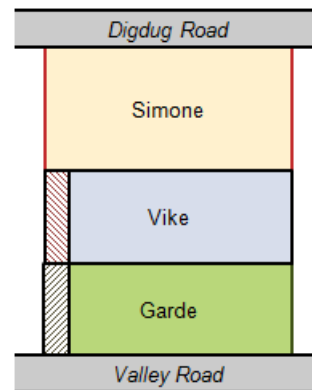
- (a) Garde and Simone are abutting owners, each with road access on their adjacent streets. Because Digdug Road is poorly maintained Simone asks Garde for an easement across his property to Valley Road. Garde refuses which introduces a bit of animosity between them.
- (b) Garde conveys the back half of his property to Vike and includes an appurtenant access easement to Valley Road.
- (c) Simone asks for and obtains an easement in gross from Vike to cross his property.



(a)



(b)



(c)

Early one morning while Garde is on his porch enjoying some coffee, Simone slowly drives her car past him using the two easements to access Valley Road.

Can Garde do anything to prevent Simone from using the easement across his land?

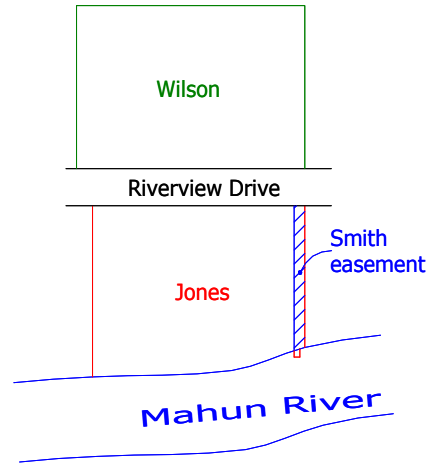
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## Question (6)

Jones is a riparian owner on the Mahun River, a small navigable waterway in Badger County, WI. His good friend, Smith, who lives in town a few miles away, is an avid fisherman. Jones often invites Smith to fish in the river from Jones' small dock. So that he doesn't always have to be present when Smith would like to fish, Jones gives Smith a 10 ft wide easement along the east side of the property for river access. The easement is for "ingress and egress for recreational fishing purposes."

Part (a) If Jones sells his land to a third party, what happens to Smith's easement?

Part (b) If Smith sells his property, what happens to his easement?



Part (c) Wilson, who owns the parcel on the other side of Riverview Drive, notices that as Smith gets older he fishes less often. Wanting river access himself, he offers to buy Smith's easement. Can Smith sell the easement to Wilson?



# Easement Seminar Assignment

## Problem (8)

Answer the questions for the following description taken from a recorded easement document.

Grantor(s) Ronald A. Goeke and Clarice M. Goeke, his wife

in consideration of One Dollar (\$1.00) and other good and valuable consideration to them paid by WISCONSIN POWER AND LIGHT COMPANY, a Wisconsin corporation, grantee, receipt of which is hereby acknowledged, does hereby grant, convey, and warrant unto said WISCONSIN POWER AND LIGHT COMPANY, its successors and assigns, the perpetual right and easement to erect and maintain a line of single pole structures and wires, including other appurtenances for the transmission of electrical current, and to permit the attachment thereto of electric or telephone wires owned by others, upon, over and across land owned by the grantor in the Town of Prairie du Chien, County of Crawford, State of Wisconsin, said easement to be 50 feet in width, lying 25 feet westerly of and 25 feet easterly of the reference line described as follows:

Beginning at a point in the north line of Section 22, T 7 N, R 6 W, 475 feet west of the northwest corner thereof; thence S 13° 10' E 245 feet; thence S 16° 48' E 2,206 feet to a point, said point hereinafter referred to as Point "A".

Also commencing at Point "A"; thence continuing S 16° 48' E 4 feet; thence S 26° 24' W 167 feet to a point, said point being the point of beginning; thence continuing S 26° 24' W 140 feet to the grantors south property line, said line being through the NW 1/4 of the NW 1/4 and through the SW 1/4 of the NW 1/4 of Section 22, T 7 N, R 6 W as recorded in Volume 307 of Records, page 13, in the office of the Register of Deeds for Crawford County, Wisconsin.

Also necessary guys and anchors located west of Company Survey Station 90+24.

This easement supplements that certain easement recorded in the office of the Register of Deeds for Crawford County, Wisconsin, in Volume 158 of Easements, page 550.

TOGETHER with the right to enter upon said premises for the purpose of erecting such structures and stringing said wires, inspecting, and repairing or removing the same. The grantor agrees that no hay or grain stacks, buildings, mobile homes, ~~trees~~, tanks, antennas, windmills or other structures shall be placed within above described easement strip; and that the grantee has the right to trim ~~or remove~~ such trees as may be located within above distances from the reference line, and other trees which, in the judgment of the grantee, may interfere with or endanger said electric line, and ~~chemically treat from time to time the area within the boundaries of said easement for the purpose of controlling the growth of trees and shrubs growing within said boundaries, without additional compensation.~~ The grantor further agrees that the elevation of the existing ground surface located within said easement strip will not in any way be altered more than one (1) foot without the prior written consent of the grantee. Said grantee, however, expressly agrees that it will pay a reasonable sum for damage to other property, including crops, that may be caused by its employees in building and repairing said structures and wires.

Said grantee shall not have the right to erect any fence or building on such land other than said line structures and wires, and the right is hereby expressly reserved to said grantor, his heirs or assigns, of every use and enjoyment of said land not inconsistent with the maintenance, operation, repair, and removal of such structures and wires, and the trimming ~~and removal~~ of such trees as aforesaid.

This agreement is binding upon heirs, successors, and assigns of the parties hereto.

- Is it appurtenant or in gross?
- Who is the servient estate?
- What is the purpose? What uses are allowed?
- What restrictions are placed on the servient estate?
- Where is the easement located?
- Are there any patent ambiguities?
- Is it an exclusive easement?