#### ENROLLED ORDINANCE 175-8

### APPROVE EASEMENT TO SAWALL DEVELOPMENT FOR THE CONSTRUCTION, MAINTENANCE AND REPAIR OF A PARKING LOT, LANDSCAPING AND SANITARY SEWER LATERAL ON WAUKESHA COUNTY PROPERTY KNOWN AS THE BUGLINE RECREATION TRAIL CORRIDOR

WHEREAS, Sawall Development has requested permission for an Easement to construct, maintain and repair a parking lot, landscaping and the sanitary sewer lateral connection for a development located on a portion of Waukesha County Property known as the Bugline Recreational Trail Corridor located in a part of the Northeast ¼ of the Northwest ¼ of Section 26, Town 8 North, Range 19 East, in the Village of Sussex, Waukesha County, Wisconsin; and

WHEREAS, it is deemed desirable to grant the Easement as Sawall Development will install and maintain a safe connection from the parking lot to the Bugline Recreational Trail to improve public pedestrian and non-motorized access to the trail; and

WHEREAS, it is necessary to provide an Easement from Waukesha County to Sawall Development for the purposes of constructing, maintaining and repairing the parking lot, landscaping and sanitary sewer lateral on County-owned lands.

THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS that Waukesha County's grant of an Easement to Sawall Development, which will be recorded in the Office of the Register of Deeds, is hereby approved.

BE IT FURTHER ORDAINED that the Director of Parks and Land Use may execute the Easement on behalf of Waukesha County, together with any other documents necessary to accomplish the intended transaction.

APPROVE EASEMENT TO SAWALL DEVELOPMENT FOR THE CONSTRUCTION, MAINTENANCE AND REPAIR OF A PARKING LOT, LANDSCAPING AND SANITARY SEWER LATERAL ON WAUKESHA COUNTY PROPERTY KNOWN AS THE BUGLINE RECREATION TRAIL CORRIDOR

Presented by: Land Use, Parks, and Environment Committee

Jennifer/Grant, Chair

Keith Hammitt

Michalski Thomas J.

William A. Mitchell

Chris Mommaerts

abour Richard Morris Muzer Thomas J. Schellinger

The foregoing legislation adopted by the County Board of Supervisors of Waukesha County, Wisconsin, was presented to the County Executive on:

Date: Margaret Wartman, County Clerk

The foregoing legislation adopted by the County Board of Supervisors of Waukesha County, Wisconsin, is hereby:

Approved: X Vetoed: Date: 2020

Paul Farrow, County Executive

175-0-007

Document Number	Document Name		
This EASEMENT, m COUNTY, and Sawall Developm	ade between WAUKESHA Grantor, eent Grantee.		
PROPERTY DESCI			

FOR AND IN CONSIDERATION of a sum of One Hundred Dollars (\$100.00) and other good and valuable consideration to be paid, WAUKESHA COUNTY, WISCONSIN, a Municipal Corporation and Owner, does hereby permit Sawall Development ("Grantee"), its successors, assigns and agents, the right, permission, and authority to construct, repair and maintain a parking lot, landscaping and sanitary sewer lateral located within the Easement area known as the Bugline Recreation Trail Corridor located in a part of the Northeast ¼ of the Northwest ¼ of Section 26, Town 8 North, Range 19 East, in the Village of Sussex, Waukesha County, Wisconsin.

Name and Return Address

Waukesha County c/o Department of Parks & Land Use 515 W. Moreland Blvd., AC-230 Waukesha, WI 53188

SUXV 0245 962 003

Parcel Identification Number (PIN)

The location of the Easement with respect to the premises of Waukesha County as shown on the plan attached hereto as Exhibit A, which is incorporated by reference and made a part hereof.

Grantee shall construct, maintain and repair, at Grantees sole expense, the parking lot, lawn, landscaping and sanitary sewer lateral as shown on the plan and attached hereto as Exhibit B, in accordance with standard industry practice and as approved by Waukesha County. Snow and ice may not be stored on any Waukesha County Property.

Grantee shall not (a) trim, cut down or remove trees or brush on Waukesha County's property, or (b) install any fencing, fixtures, signs or gates on Waukesha County's property (other than expressly authorized herein) unless it obtains prior written approval from the Waukesha County Department of Parks and Land Use.

Grantee and his successors, assigns and agents shall install and maintain a safe connection, hereafter known as the Permitted Trail Access, from the parking lot to the Bugline Recreation Trail with signage at the intersection of the Bugline Recreation Trail, the install will Trail and the Permitted Trail Access, subject to the written approval of the Waukesha County Department of Parks and Land Use. The signage shall inform trail users of the upcoming intersection, while maintaining unimpeded traffic flow on the Bugline Recreation Trail.

Grantee and his successors, assigns and agents agree that the Bugline Recreation Trail shall remain open, to the extent possible, for public use during construction, repair, maintenance, or related activities described in the Easement. Grantee agrees that if closure of the Bugline Recreation Trail is required, a minimum of 14-day advanced notice will be provided to and approved by the County and Grantee will provide an approved detour route and map and post necessary signage for Bugline Recreation Trail users. Grantee and his agents shall have the right to enter the lands covered by the Easement for the purposes of exercising the rights acquired and obligations assumed herein, but Grantee shall promptly and fully restore the premises of Waukesha County to the condition existing prior to the entry by Grantee or his agents, and said restoration shall be accomplished as per Waukesha County specifications. The restoration shall not apply to any trees which may be permitted to be removed pursuant to the rights granted herein. Grantee shall be liable for prompt restitution for any damage, if any, to vegetation, trail improvements, signs, entrance gates, park improvements and any other fixtures owned by Waukesha County and caused by the acts of Grantee, his agents, employees, invitees or guests.

This Easement shall run with the land, and may not be revoked prior to the end of the Term except for cause upon written notice by Waukesha County. "Cause" hereunder shall mean the uncured breach of any term of this Easement or any conduct by Grantee or Grantee's successors in interest blocking or otherwise interfering with the public's use of the Bugline Recreation Trail which continues to exist five (5) or more days after receipt of written notice of the breach or interference.

Grantee must maintain the Permitted Trail Access in a safe condition for the purposes intended and so as to not cause harm or injury to the public. Waukesha County is not responsible for maintenance of the Permitted Trail Access as part of the Bugline Recreation Trail.

Waukesha County reserves the right to utilize its land and Easement Area for all purposes, including future trail improvements, signage, pavement and grading.

Grantee, its successors, assigns and agents will defend, indemnify and hold harmless Waukesha County and all of its departments, agencies, boards, officers, employees and agents from any and all liability, loss, damages, expenses and costs, including attorney fees and expenses, that they may suffer or incur as the result of any injury (including death) or damage to person or property which results from any action or omission, negligent or otherwise, of Grantee, his successors, assigns, agents, invitees and guests, in connection with the grant of this Easement, any and all work of any type which Grantee, his successors and assigns and any of their agents, invitees and/or guests perform or should perform upon the lands subject to this Easement, and their use of the Waukesha County lands covered by this Easement.

The Grantee and his successors, assigns and agents shall, at all times during the Term of this Easement, keep in force and effect insurance policies as outlined below, issued by a company or companies authorized to do business in the State of Wisconsin and satisfactory to Waukesha County. Such insurance shall be primary. Upon execution of this Easement, Grantee shall furnish Waukesha County with a certificate of insurance which references this Easement demonstrating the required coverages. Waukesha County shall be given thirty (30) days advance notice of cancellation, nonrenewal, or material reduction of coverages, scope or limits during the term of this Easement. Grantee shall maintain Homeowner's liability insurance covering liability for Grantee's liabilities associated with this Easement and personal automobile liability insurance covering Grantee's automobiles utilized in connection with this grant of Easement. Grantee shall require the following insurance from any contractors it retains to construct or maintain the Permitted Trail associated with this grant of this Easement: 1) Commercial General Liability Insurance-Policy shall be written to provide coverage for, but not limited to, the following: premises operations, personal injury, blanket contractual coverage, independent contractors coverage. Waukesha County, its boards, commission, agencies, officers, employees and representatives shall be named as additional insured and so stated on the certificate of insurance. Limits of liability not less than \$1,000,000 each occurrence and aggregate; 2) Automobile Liability Insurance- Business automobile policy covering all owned, hired and non-owned private passenger autos and commercial vehicles. Limit of liability not less than \$500,000 combined single limit.

All notices to Waukesha County shall be sent by certified U.S. Mail, Return Receipt Requested, addressed to the Park System Manager, Waukesha County Department of Parks and Land Use, 515 W. Moreland Blvd, Room AC230, Waukesha, Wisconsin 53188. All notices to Grantee shall be sent by certified U.S. Mail, Return Receipt Requested, addressed to Sawall Development, N63 W23217 Main Street, Suite 200, Sussex, WI 53089.

Unless terminated earlier, the initial Term of this Easement shall be fifteen (15) years from the date of execution by Waukesha County. Provided that Grantee is not in default of its obligations hereunder, Grantee shall have the right to extend the Term for two additional 5-year periods by providing written notice of election to extend to Waukesha County at least sixty (60) days prior to the end of the then-current Term. Any further extension shall be agreed upon in writing by the parties hereto and recorded as an amendment to this Easement.

Upon termination or expiration of the Term, unless otherwise agreed between the parties, Grantee at its sole cost and expense shall remove the Permitted Trail and any other permitted improvements within the Easement Area and restore the Easement Area to a condition equal to that of the immediately surrounding Bugline Recreation Trail Corridor, including any necessary grading.

This Easement shall be binding upon and/or inure to the benefits of the successors and assigns of all parties hereto.

IN WITNESS WHEREOF, the said COUNTY OF WAUKESHA has caused these presents to be signed by the Director of Parks and Land Use on this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2020.

COUNTY OF WAUKESHA

By:\_\_\_\_\_ Dale R. Shaver, Director Waukesha County Department of Parks and Land Use

This Easement is accepted by Sawall Development, by the signature of its authorized officer this \_\_\_\_\_\_\_\_\_, 2020.

Ву:\_\_\_\_\_

(Title)\_\_\_\_\_\_ Sawall Development

STATE OF WISCONSIN)

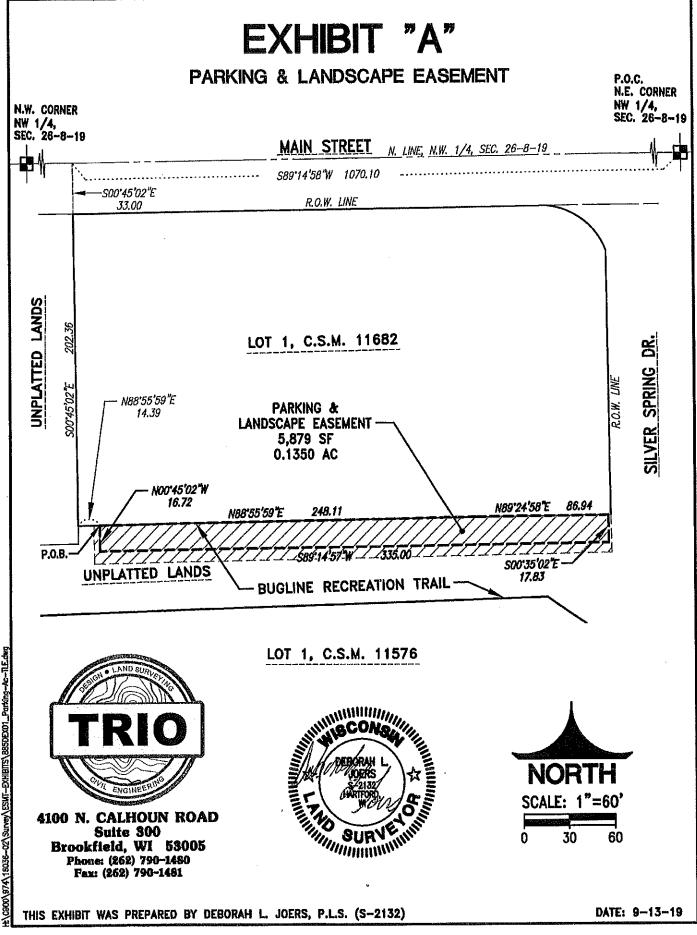
WAUKESHA COUNTY)

Subscribed to and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Notary Public My commission

This instrument was drafted by Demetra Christopoulos

)SS



File Number: 175-O-007

# **EXHIBIT "A" CONTINUED** PARKING AND LANDSCAPE EASEMENT

### **LEGAL DESCRIPTION:**

A Parking and Landscape Easement located on, over and across Unplatted Lands, known as the Bugline Recreation Trail, owned by Waukesha County, located in a part of the Northeast 1/4 of the Northwest 1/4 of Section 26, Town 8 North, Range 19 East, in the Village of Sussex, Waukesha County, Wisconsin, being more particularly bounded and described as follows:

Commencing at the Northeast Corner of the said Northwest 1/4 Section; Thence South 89°14'58" West along the North line of the Northwest 1/4 of said Section, 1070.10 feet to a point; Thence South 00°45'02" East, 33.00 feet to the Northwest corner of Lot 1, Certified Survey Map No. 11682, also being the South Right-of-Way line of "Main Street"; Thence continuing South 00°45'02" East along the West line of said Lot 1, 202.36 feet to the Southwest corner of said Lot 1; Thence North 88°55'59" East along the South line of said Lot 1, 14.39 feet to the point of beginning of lands hereinafter described;

Thence continuing North 88°55'59" East along said South line, 248.11 feet to a point; Thence North 89°24'58" East along said South line, 86.94 feet to a point; Thence South 00°35'02" East, 17.83 feet to a point; Thence South 89°14'57" West, 335.00 feet to a point; Thence North 00°45'02" West, 16.72 feet to the point of beginning of this description.

Said Easement contains 5,879 Square Feet (or 0.1350 Acres) of land, more or less.

Date: 9/13/2019



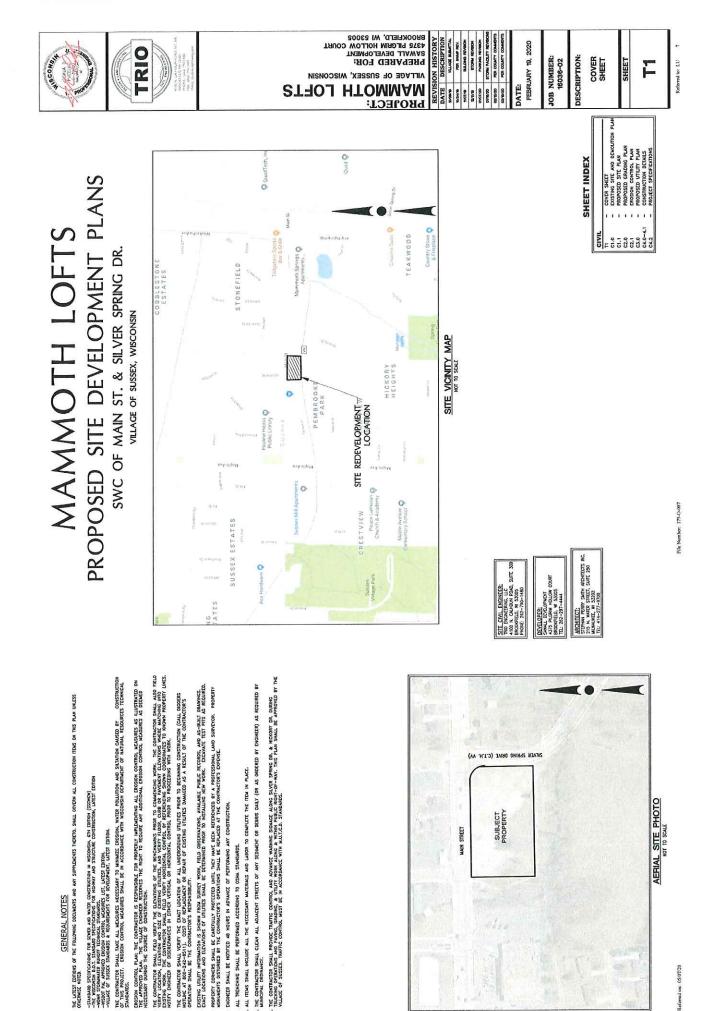
Deborah L. Joers, P.L.S. Professional Land Surveyor, S-2132 TRIO ENGINEERING, LLC 4100 N. Calhoun Road, Suite 300 Brookfield, WI 53005 Phone: (262)790-1480 Fax: (262)790-1481

Referred on: 05/07/20

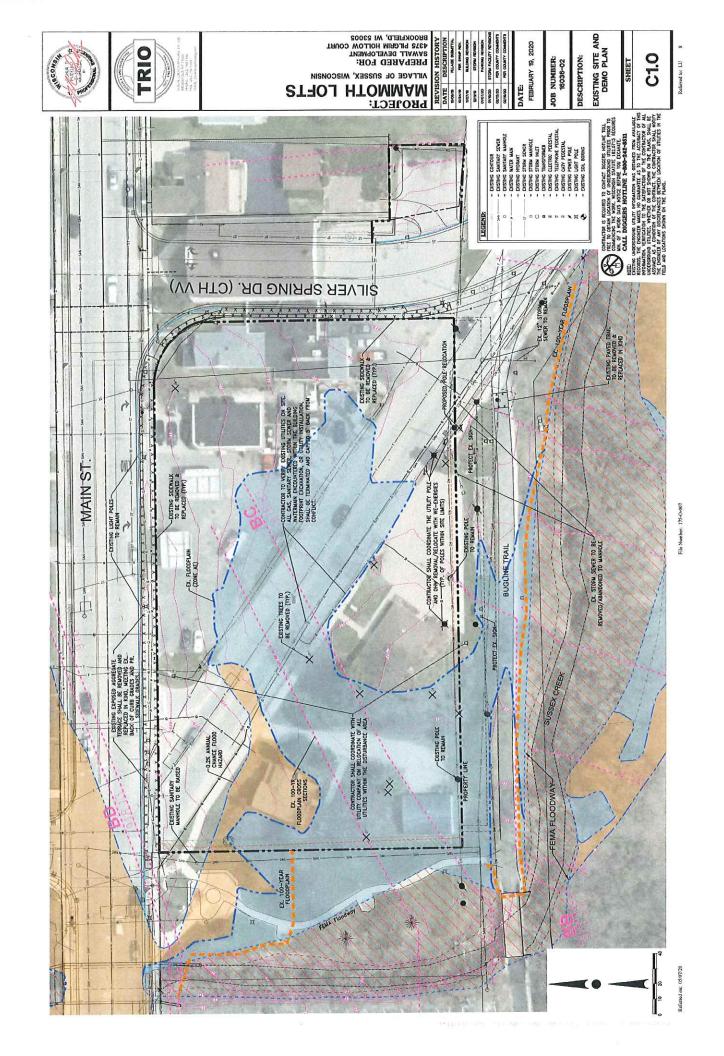
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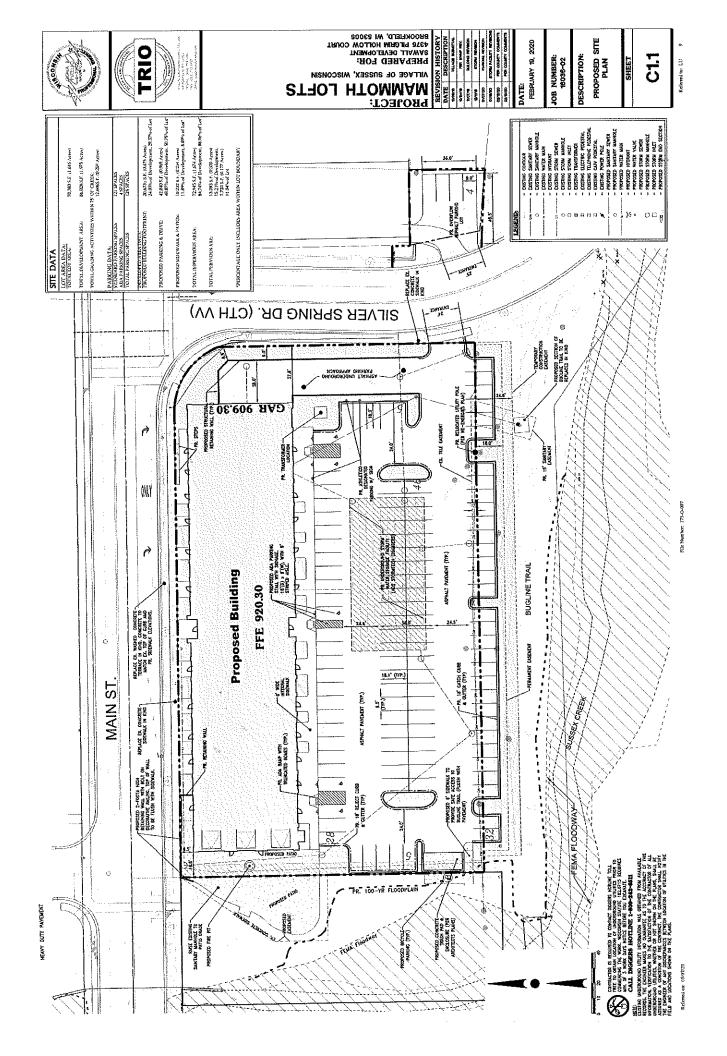
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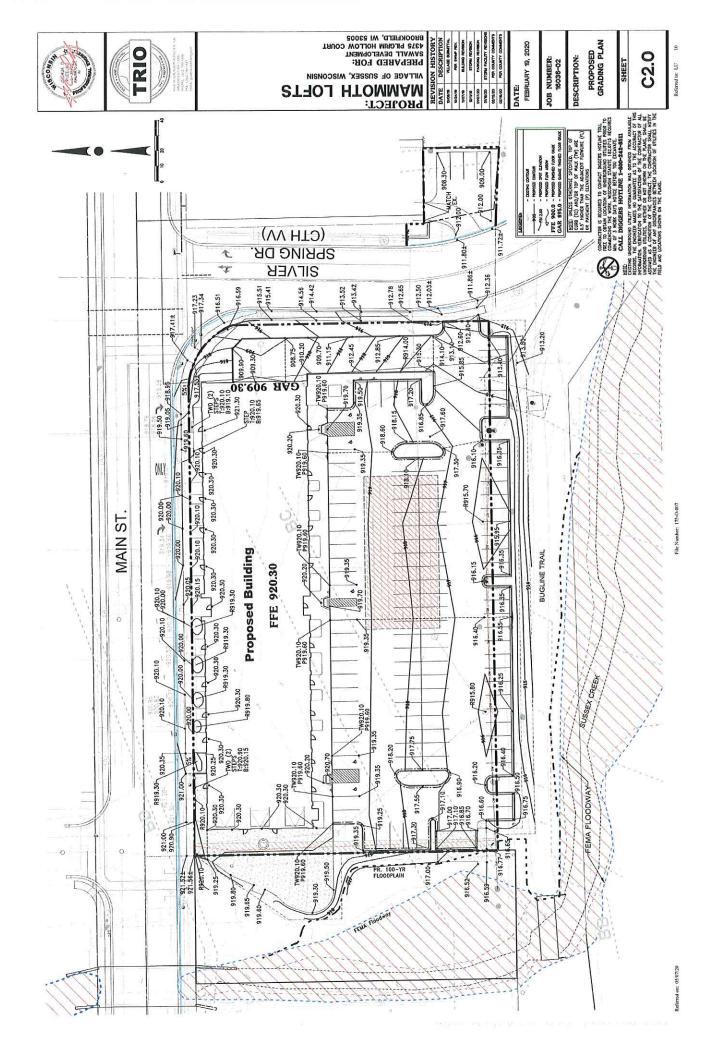
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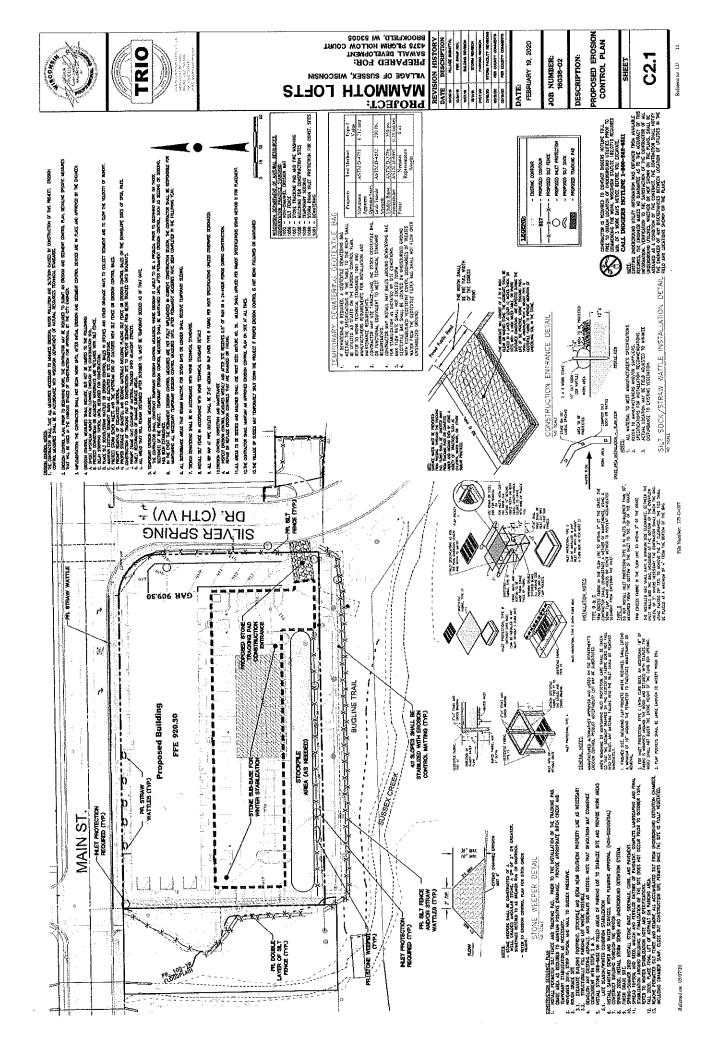


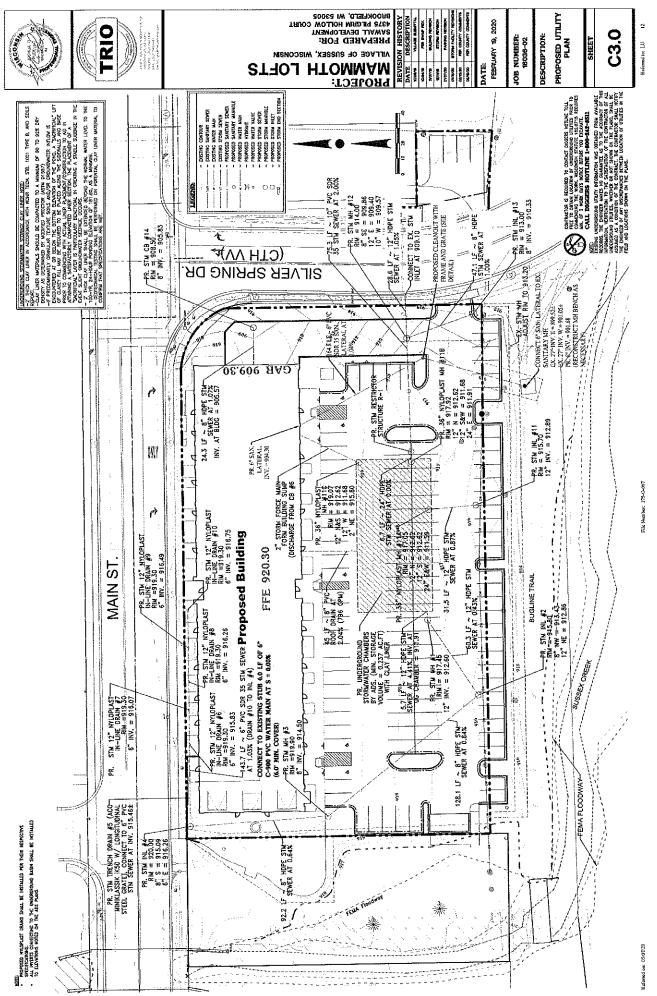
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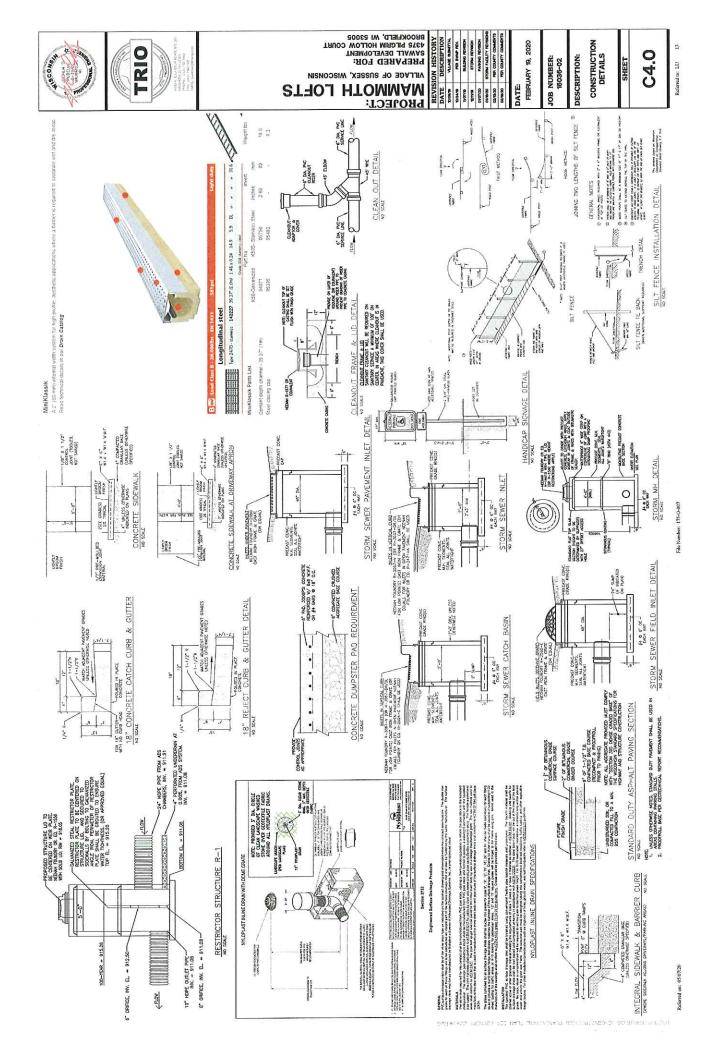


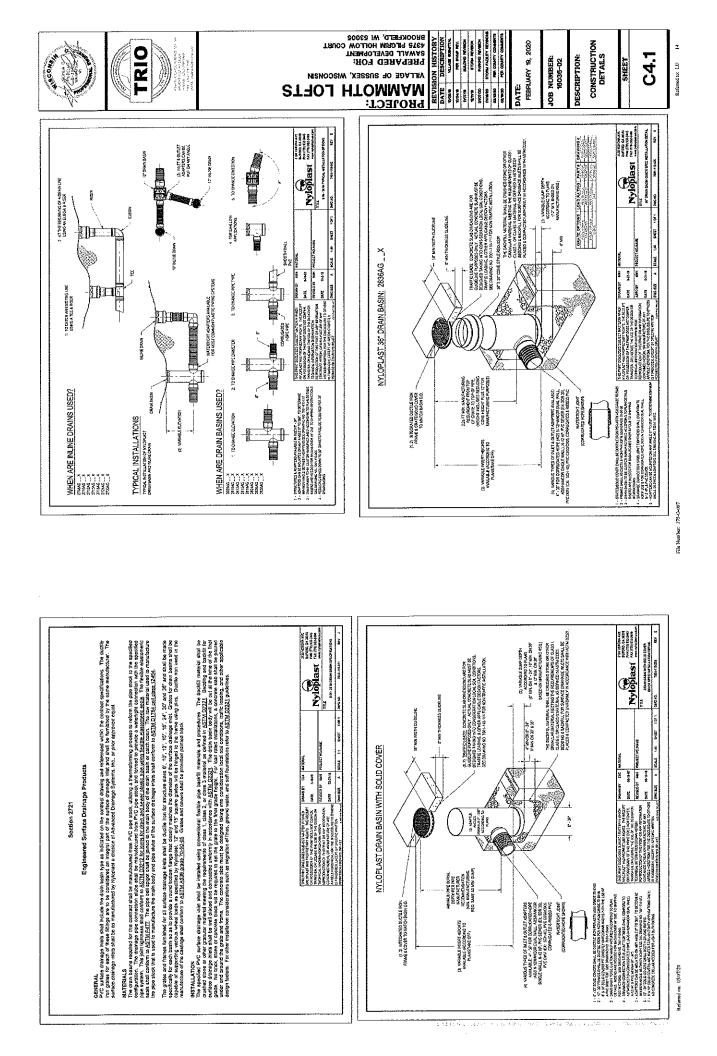


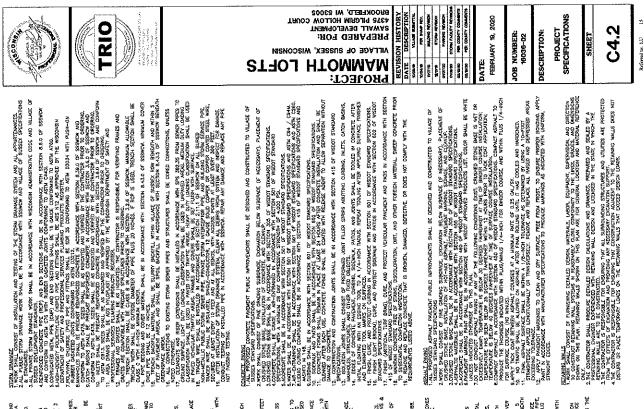




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Ordinance 175-O-007

EWAUKESHA	
COUNTY	
TIT CLEADING THE WAY	

## VOTE RESULTS: Passed By Majority Vote

	AYE: 25	NAY: 0	ABSENT: 0
D1 - Foti		Yes	D14 - Momm
D2 - Zimmermann		Yes	D15 - Mitche
D3 - Morris		Yes	D16 - Crowle
D4 - Batzko	Second	Yes	D17 - Paulsor
D5 - Dondlinger		Yes	D18 - Nelson
D6 - Walz		Yes	D19 - Cummi
D7 - Grant	Motion	Yes	D20 - Schellir
D8 - Michalski		Yes	D21 - Gaugha
D9 - Heinrich		Yes	D22 - Wysocl
D10 - Swan		Yes	D23 - Hammi
D11 - Howard		Yes	D24 - Whitto
D12 - Wolff		Yes	D25 - Johnso
D13 - Decker		Yes	

Yes
Yes