

ENROLLED ORDINANCE 177-68

APPROVE EASEMENT TO THE VILLAGE OF LANNON TO CONSTRUCT, INSTALL, OPERATE, MAINTAIN, REPAIR, AND REPLACE SANITARY SEWER AND WATER FACILITIES ON WAUKESHA COUNTY PROPERTY KNOWN AS THE BUGLINE RECREATION TRAIL

WHEREAS, the Village of Lannon has requested to construct, install, operate, maintain, repair and replace an underground sanitary sewer and water main within Waukesha County property known as the Bugline Recreation Trail; and

WHEREAS, the easement area is described as an area containing 57,017 square feet of land located in part of the Southwest 1/4 of Section 17, Township 8 North, Range 20 East, Village of Lannon, Waukesha County, Wisconsin; and

WHEREAS, it is deemed necessary to allow Village of Lannon to construct, install, operate, maintain, repair and replace the sanitary sewer and water main on Waukesha County's land for the purpose of the provision of sanitary sewer and water services to the Village residents and businesses.

THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS that Waukesha County's grant of a sanitary sewer and water main utility easement ("Utility Easement") to the Village of Lannon, which will be recorded in the Office of the Register of Deeds, is hereby approved.

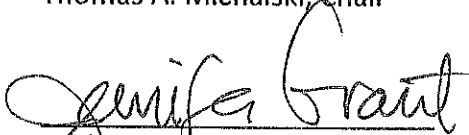
BE IT FURTHER ORDAINED that the Director of Parks and Land Use may execute the Utility Easement on behalf of Waukesha County substantially in the form attached hereto, together with any other documents necessary to accomplish the intended transaction.

APPROVE EASEMENT TO THE VILLAGE OF LANNON TO CONSTRUCT, INSTALL, OPERATE,
MAINTAIN, REPAIR, AND REPLACE SANITARY SEWER AND WATER FACILITIES ON WAUKESHA
COUNTY PROPERTY KNOWN AS THE BUGLINE RECREATION TRAIL

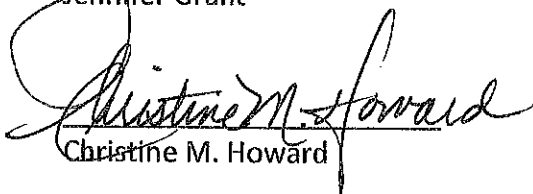
Presented by:
Land Use, Parks, and Environment Committee



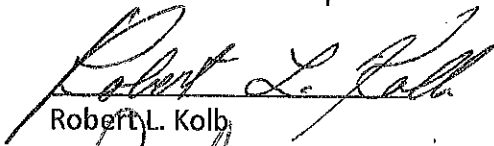
Thomas A. Michalski, Chair



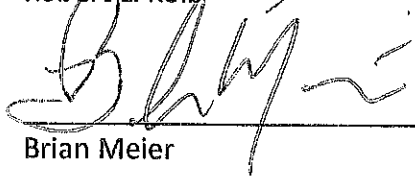
Jennifer Grant



Christine M. Howard



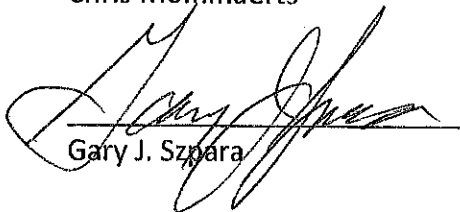
Robert L. Kolb



Brian Meier



Chris Mommaerts



Gary J. Szpara

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

Date: 12/20/2022, Margaret Wartman
Margaret Wartman, County Clerk

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

Approved: X

Vetoed: _____

Date: 12-21-2022, Paul Farrow
Paul Farrow, County Executive

Document No.

**UTILITY EASEMENT
AGREEMENT**

Return to:
Village of Lannon
Attn: Brenda Klemmer
Village Clerk
20399 W. Main Street
Lannon, WI 53046

LANV0068979001
Parcel Number (Waukesha Co.)

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, WAUKESHA COUNTY, a quasi-municipal corporation, hereinafter referred to as "Grantor", owner of land, hereby grants to THE VILLAGE OF LANNON, WI, a municipal corporation, hereinafter referred to as "Grantee", a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area" for the purpose set forth below.

The easement area is described in Exhibit A and shown on Exhibit B.

1. Purpose: The purpose of this easement is to construct, install, operate, maintain, repair, replace and extend underground utility facilities, conduits or fixtures together with all necessary and appurtenant equipment under ground as deemed necessary by Grantee, for municipal sanitary sewer and municipal water distribution services. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area. Prior to any such trimming, Grantee shall consult with Waukesha County Department of Parks and Land Use in order to minimize any potential negative impacts of the trimming upon trees and bushes. Except in the case of emergency, no trees or bushes may be removed within the easement area without prior approval of the Waukesha County Park System Manager, which approval shall not be unreasonably withheld provided that said removal is reasonably necessary for Grantee's full enjoyment of the rights granted herein. Grantee may not trim, cut down or remove trees outside the easement area without prior approval of the Waukesha County Department of Parks and Land Use.
2. Access: Grantee or its agents shall have the right to enter and use Grantor's land with full right of ingress and egress over and across the easement area for the purpose of exercising its rights in the easement area.
3. Buildings or Other Structures: Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create an impediment to the reasonable access by grantee to exercise its rights in the easement area.

4. Elevation: Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.
5. Restoration: Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots for which Grantee has obtained prior approval to remove which may interfere with Grantee's use of the easement area.
6. Exercise of Rights: It is agreed that if the complete exercise of the rights herein conveyed is gradual and not fully exercised until sometime in the future, that none of the rights herein granted shall be lost by delay or non-use.
7. Consistent Uses Allowed: The Grantor reserves the right to use the easement area for purposes which are not inconsistent with the purpose of this easement nor interfere with the Grantee's full enjoyment of the easement rights granted herein. Grantor reserves the right to grant easement rights to other persons or entities as the Grantor deems appropriate, provided the easement rights are not inconsistent with the purpose of this easement nor interfere with the Grantee's full enjoyment of the easement rights granted herein.
8. Continual Operation of Bugline Trail: The County grounds shall at all times remain open for public use. If the Grantee must perform work in any area that will in any way interfere with or detour the travelling public, Grantee will seek prior approval from Grantor, which approval shall not be unreasonably withheld, delayed or denied. Excepting, however, in cases of emergencies when access shall be immediate.
9. Indemnification and Hold Harmless: In consideration of the foregoing grant, it is understood that during the time said facilities are located on the premises of the Grantor pursuant to this grant, Grantee will indemnify, save, and hold harmless the Grantor, its successors and assigns, from any and all claims, liabilities, losses, costs, damages or expenses for injury or death of any person and any damages to property arising out of Grantee's exercise of any of its rights under this easement; excepting, however, 1) any claims, liabilities, losses, costs, damages or expenses arising out of the willful acts on the part of the Grantor, its successors and assigns, employees, agents and invitees; and 2) any environmental claims, liabilities, losses, costs, damages or expenses not caused by the construction or operation of said facilities. Notwithstanding the forgoing, Grantee as a municipal entity, nevertheless reserves all Wisconsin statutory protections and liability limits afforded to it as such.
10. Governing Law: This easement shall be construed and enforced in accordance with the laws of the State of Wisconsin.
11. Invalidity: If any term or condition of this easement, or the application of this easement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this easement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.
12. Entire Agreement: This easement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this easement and duly recorded in the Office of the Register of Deeds of Waukesha County, Wisconsin.
13. Binding on Future Parties: This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

14. [Omitted.]

15. Insurance: Grantee agrees to maintain commercial general liability insurance policy with a minimum of \$1,000,000 in coverage and to have Grantor named as an additional insured on a primary basis under such policy. Grantee shall require its contractors, subcontractors, agents and assigns entering Grantor's land to maintain statutory worker's compensation, commercial automobile liability, and commercial general liability insurance with Grantor, its boards, commission, agencies, officers, employees, and representatives as additional insured. Commercial general liability and commercial automobile liability shall be in the amount of not less than \$1,000,000 per occurrence.

IN WITNESS WHEREOF, the parties have caused this Agreement to be approved by their respective governing bodies and executed by an authorized representative as evidenced below.

SIGNATURE OF GRANTOR

Date: _____

WAUKESHA COUNTY

By: _____
Dale R. Shaver
Director
Waukesha County Department of Parks
and Land Use

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF WAUKESHA

This instrument was acknowledged before me on the _____ day of _____, 2022 by Dale R. Shaver, Director of the Waukesha County Department of Parks and Land Use, on behalf of Waukesha County.

Notary Public, State of Wisconsin
My commission expires: _____

[Additional Signatures on Next Page]

SIGNATURE OF GRANTEE

VILLAGE OF LANNON

By: _____
Print Name:
Title:

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF WAUKESHA

This instrument was acknowledged before me on the _____ day of _____, 2022 by
_____, on behalf of the Village of Lannon.

Notary Public, State of Wisconsin
My commission expires: _____

This document was drafted by
Attorney Erik G. Weidig
Waukesha County Corporation Counsel Office
515 W. Moreland Blvd., Room AC-330
Waukesha, WI 53188

EXHIBIT A

Legal Description

Easement consists of the owner's interest in land contained within the following described tract located in part of the Southwest 1/4 of Section 17, Township 8 North, Range 20 East, Village of Lannon, Waukesha County, Wisconsin more fully described as follows:

Commencing at the West 1/4 corner of said Section 17;

Thence North 89°04'54" East, 2598.49 feet along the north line of said Southwest 1/4 to the Center 1/4 corner;

Thence South 27°17'54" West, 1471.36 feet to the Southeast corner of Lot 1, Green Acres of Lannon and being the Point of Beginning;

Thence South 07°00'52" East, 60.34 feet to the Northeast corner of Parcel 2, CSM 2704 located on the South line of Bugline Recreation Trail;

Thence South 89°03'59" West, 1018.49 feet along the said south line of Bugline Recreation Trail to the eastern West Main St right-of-way;

Thence North 40°48'22" East, 80.41 feet along said eastern right-of-way to the North line of said Bugline Recreation Trail;

Thence North 89°03'59" East, 175.67 feet along said North line;

Thence South 00°52'18" East, 15.14 feet;

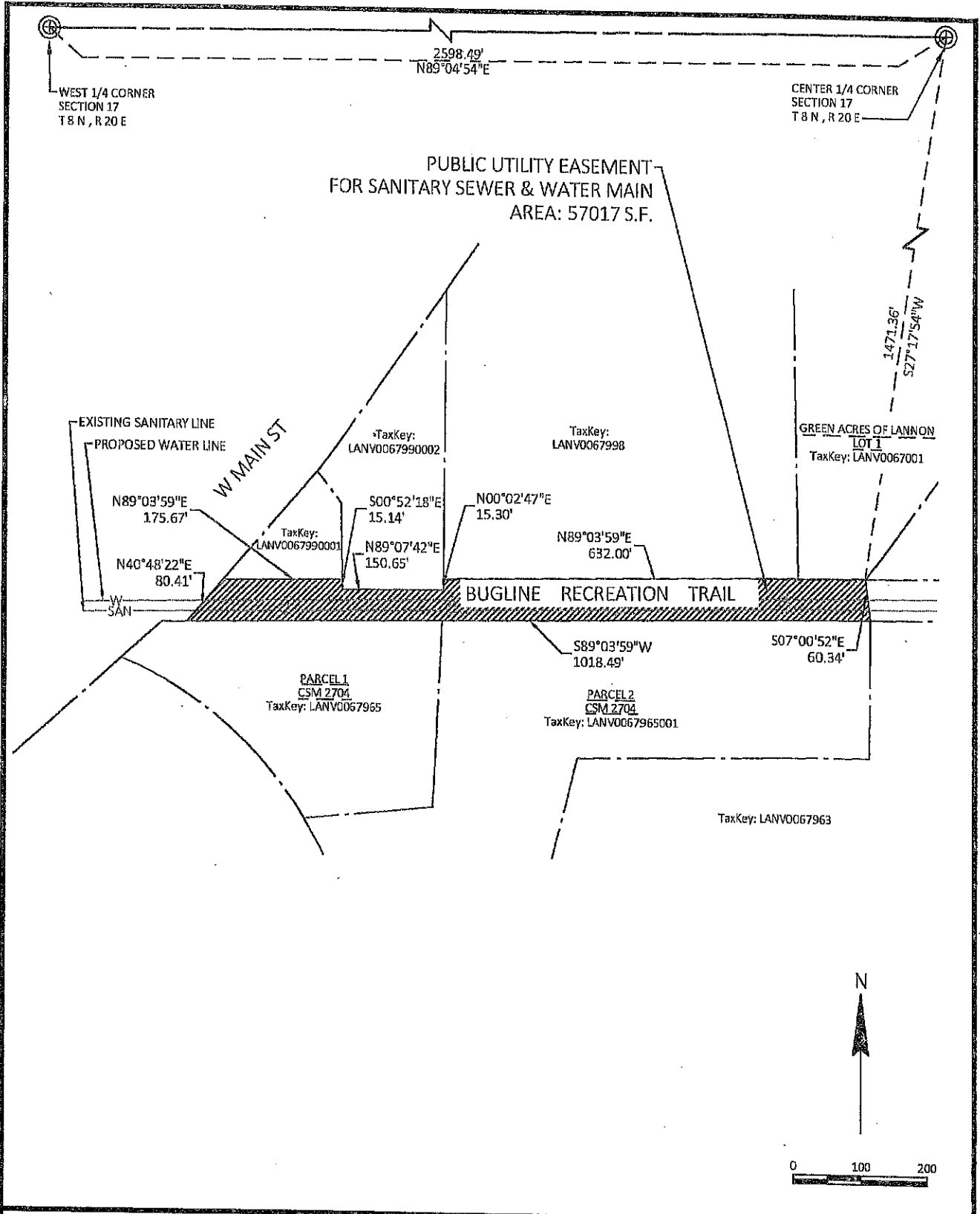
Thence North 89°07'42" East, 150.65 feet;

Thence North 00°02'47" East, 15.30 feet;

Thence North 89°03'59" East, 632.00 feet along said North line to the Point of Beginning.

The above-described easement contains 57,017 Square Feet, more or less.

Exhibit B



File: S:\MIL\3500---3599\3500\024\Drawings\CAD\Civil 3d\Bugline Utility Easement.dwg Time: Oct 07, 2022 - 11:41am

**PUBLIC UTILITY EASEMENT
VILLAGE OF LANNON
WAUKESHA COUNTY, WISCONSIN**



EXHIBIT B

3500.024

VOTE RESULTS

21 YES | 0 NO | 0 ABSTAIN | 4 ABSENT

Ordinance 177-O-074

Ordinance 177-O-074: Approve Easement To The Village Of Lannon To Construct, Install, Operate, Maintain, Facilities On Waukesha County Property Known As The Bugline Recreation Trail

Passed By Majority Vote

D1 - Foti	AYE	D10 - Thieme	ABSENT	D19 - Enriquez	AYE
D2 - Weil	AYE	D11 - Howard	AYE	D20 - Schellinger	ABSENT
D3 - Morris	AYE	D12 - Wolff	ABSENT	D21 - Gaughan	AYE
D4 - Batzko	AYE	D13 - Decker	AYE	D22 - Szpara	AYE
D5 - Grant	AYE	D14 - Mommaerts	AYE	D23 - Hammitt	AYE
D6 - Walz	AYE	D15 - Kolb	AYE	D24 - Bangs	AYE
D7 - LaFontain	AYE	D16 - Crowley	AYE	D25 - Johnson	AYE
D8 - Michalski	AYE	D17 - Meier	AYE		
D9 - Heinrich	ABSENT	D18 - Nelson	AYE		

10th Meeting, 177th Year of the County Board Supervisors - December 20 2022 06:05:30 PM
 December 20 2022 