

ENROLLED ORDINANCE 173-003

APPROVE PERMANENT ACCESS EASEMENT TO THE TOWN OF LISBON FOR THE PURPOSE OF ALLOWING PUBLIC PEDESTRIAN AND NON-MOTORIZED ACCESS ON WAUKESHA COUNTY PROPERTY KNOWN AS THE BUGLINE TRAIL CORRIDOR

WHEREAS, the Town of Lisbon has requested permission for a permanent access easement for the purpose of allowing public pedestrian and non-motorized access within Waukesha County property, known as the Bugline Trail Corridor, located in the Southwest Quarter of the Northeast Quarter of Section 18, Township 8 North, Range 19 East, Town of Lisbon, Waukesha County, Wisconsin; and

WHEREAS, it is deemed desirable to grant the Town of Lisbon a permanent access easement on Waukesha County's land for the purpose of allowing public pedestrian and non-motorized access, in the Town of Lisbon, and

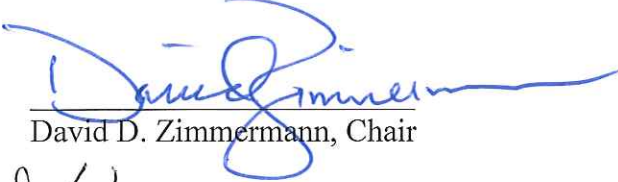
WHEREAS, it is necessary to provide a permanent access easement from Waukesha County to the Town of Lisbon for the purpose of allowing public pedestrian and non-motorized access on County-owned land.

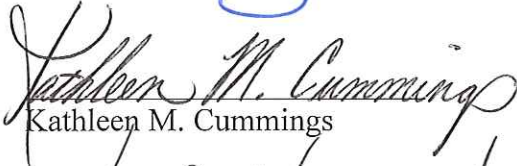
THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS that Waukesha County's grant of a Permanent Access Easement ("Easement") to the Town of Lisbon, which will be recorded in the Office of the Register of Deeds, is hereby approved.

BE IT FURTHER ORDAINED that the Director of the Department of Parks and Land Use may execute said Easement on behalf of Waukesha County.

APPROVE PERMANENT ACCESS EASEMENT TO THE TOWN OF LISBON FOR THE PURPOSE OF ALLOWING PUBLIC PEDESTRIAN AND NON-MOTORIZED ACCESS ON WAUKESHA COUNTY PROPERTY KNOWN AS THE BUGLINE TRAIL CORRIDOR

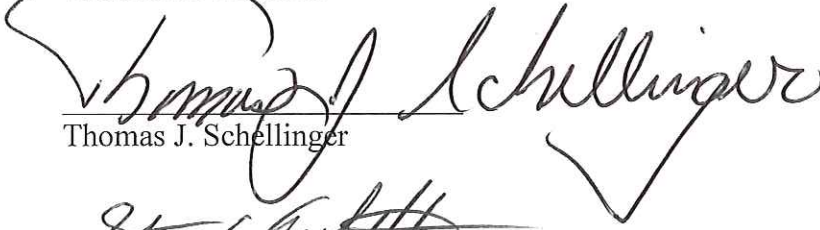
Presented by:  
Land Use, Parks, and Environment Committee

  
David D. Zimmermann, Chair

  
Kathleen M. Cummings

  
Keith Hammitt

  
William A. Mitchell

  
Thomas J. Schellinger

  
Steve Whittow

  
Chuck Wood

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

Date: 5/22/18,   
Kathleen Novack, County Clerk

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

Approved: X  
Vetoed: \_\_\_\_\_  
Date: 5-29-18,   
Paul Farrow, County Executive

**PERMANENT ACCESS EASEMENT**

Document Title

Document Number

This Permanent Access Easement (“Agreement”) is entered into by WAUKESHA COUNTY, a municipal corporation, as “Grantor,” owner of the land, and the TOWN OF LISBON, a municipal corporation, referred to hereinafter as “Grantee.”

**RECITALS**

WHEREAS, the Grantor is the fee holder of certain real property, known as the Bugline Recreational Trail located in the Southwest ¼ of the Northeast ¼ of Section 18, Township 8 North, Range 19 East in the Town of Lisbon, State of Wisconsin (the “Property”).

WHEREAS, the Grantee has requested that Grantor grant a Permanent Access Easement upon, within, beneath, over and across a certain portion of the Property (the “Easement Area”) as more particularly described as follows:

See Attached depiction in Exhibit A and legal description in Exhibit B.

Recording Area

Name and Return Address

Attorney Kimberly K. Haines  
Waukesha County Corporation Counsel  
515 W. Moreland Blvd., Rm AC-330  
Waukesha, WI 53188

Parcel Identification Number (PIN)

**AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grant of Easement. Grantor, Waukesha County, grants to Grantee permanent access and easement rights upon the Easement Area described in Exhibits A and B (the “Permanent Access Easement”) for the purpose of Grantee and the general public’s access to the Bugline Trail through the Easement Parcel (the “Access”).
2. Insurance. The Grantee shall furnish the Grantor with a Certificate of Insurance or Letter of Self-Insurance.

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.

WRDA Rev. 12/22/2010

3. Consistent Uses Allowed. The Grantor reserves the right to use, and to grant easement rights to other persons or entities upon, the Easement Area for purposes that will not interfere with the Grantee's full enjoyment of the easement rights granted herein.
4. Restoration. Grantee and its agents shall have the right of access upon the Easement Area for the purposes of exercising the rights herein acquired, and Grantee shall promptly restore the Easement Area to the condition existing prior to the entry by Grantee or its agents. The restoration shall not apply to any trees or brush that may be permitted to be removed pursuant to the rights granted herein. Grantee shall be liable to make prompt payment for any damage caused by it or its agents to any of Grantor's fences, trail improvements, signs, or any other fixtures or facilities of the Grantor within the Easement Area and for the unauthorized removal of trees outside of the Easement Area.
5. Notices. All notices to the Grantor shall be sent to the Director of the Waukesha County Department of Parks and Land Use, Park System Division, 515 Moreland Blvd, Room AC-230, Waukesha, Wisconsin 53188.
6. Recording. This Agreement shall be duly recorded in the office of the Register of Deeds of Waukesha County, Wisconsin by Waukesha County.
7. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.
8. Restriction of Scope. The installation of any other equipment or expansion beyond the Easement Area requires a written amendment to this Agreement.
9. Restriction on Assignability. This Agreement shall be binding upon and inure to the benefit of the heirs and successors thereto. The right to assign this Agreement is restricted and it shall not be assigned to parties not listed in this Agreement.
10. Enforcement. Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief.
11. Entire Agreement. This Agreement 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 Agreement and duly recorded in the Office of the Register of Deeds of Waukesha County, Wisconsin.

12. Invalidity. If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, 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.
13. Waiver. No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be approved by the Waukesha County Board of Supervisors and signed by the Director of the Waukesha County Department of Parks and Land Use as evidenced below.

**SIGNATURE OF GRANTOR**

Date: \_\_\_\_\_

COUNTY OF WAUKESHA

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 \_\_\_\_\_, 2018 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: \_\_\_\_\_

**SIGNATURES OF GRANTEE**

TOWN OF LISBON

By: \_\_\_\_\_

Print Name: Matt Janecke

Title: Town Administrator

**ACKNOWLEDGMENT**

STATE OF WISCONSIN  
COUNTY OF WAUKESHA

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2018  
by \_\_\_\_\_, on behalf of the TOWN OF  
LISBON.

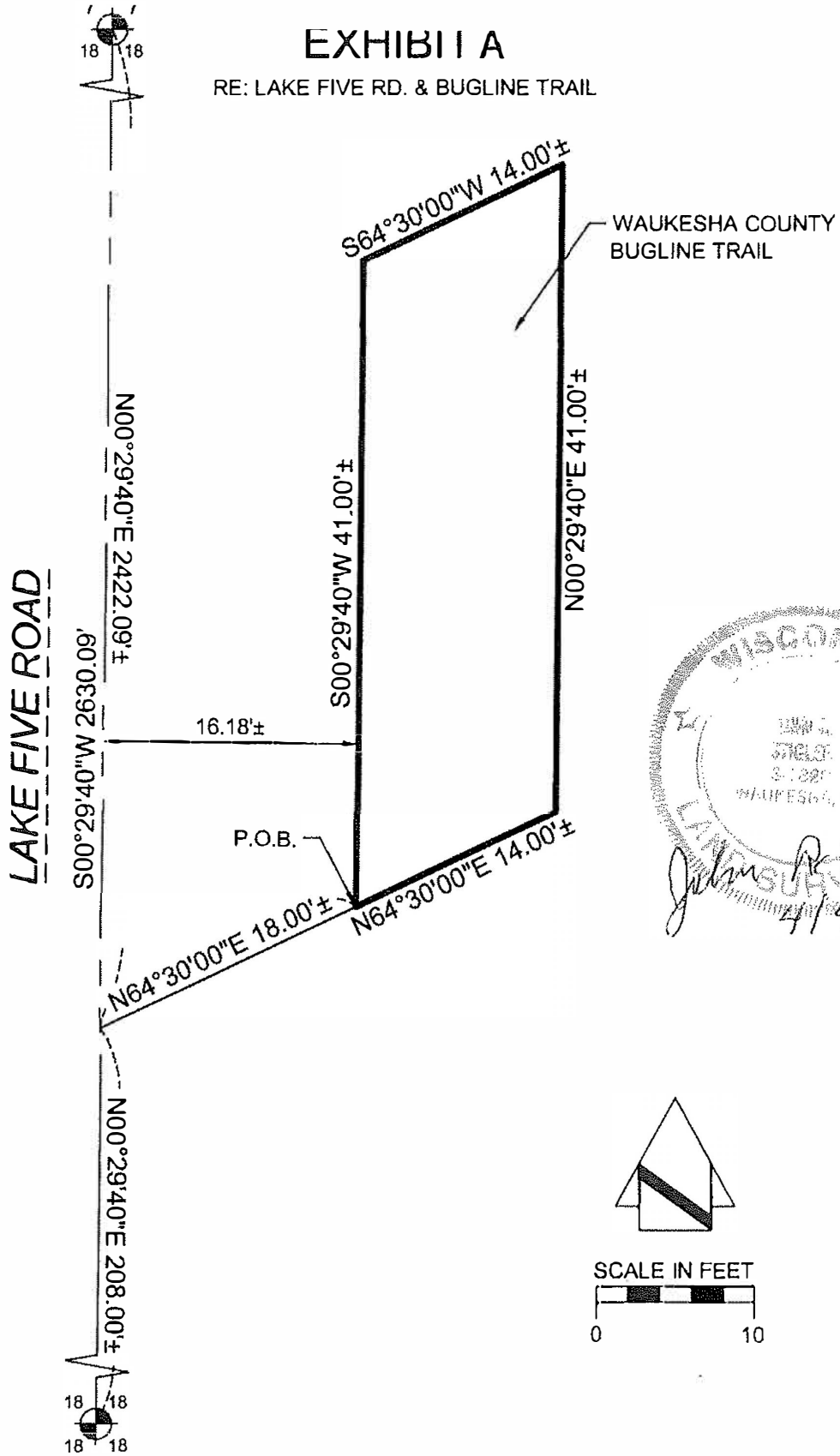
\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

This document was drafted by  
Attorney Kimberly K. Haines  
Waukesha County Corporation Counsel Office  
515 W. Moreland Blvd., Room AC-330  
Waukesha, WI 53188

# EXHIBIT A

RE: LAKE FIVE RD. & BUGLINE TRAIL



FILE NAME: S:\PROJECTS\LSBT0018\dwg\LSBT0018 LAKE FIVE RD

Exhibit B



**Jahnke & Jahnke**  
Associates Inc.

**CIVIL ENGINEERING  
PLANNING • SURVEYING**

Legal Description: Waukesha County Lands within Bicycle and Pedestrian Easement to be granted to the Public and Town of Lisbon

All that part of the Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of Section 18, Town 8 North, Range 19 East, Town of Lisbon, Waukesha County, Wisconsin bounded and described as follows: Commencing at the southwest corner of the Northeast Quarter (NE ¼) of Section 18, Town 8 North, Range 19 East being marked by a concrete monument with brass cap; thence North 00°29'40" East along the west line of said Northeast Quarter (NE ¼) 208 feet more or less to the south line of the Waukesha County Bugline Recreation Trail; thence North 64°30'00" East 18 feet more or less to the place of beginning of the lands described; thence North 00°29'40" East 41 feet more or less; thence North 64°30'00" East 14.00 feet more or less; thence South 00°29'40" West 41.00 feet more or less to the south right-of-way line of said Bugline Recreation Trail; thence South 64°30'00" West along said south right-of-way line 14 feet more or less to the place of beginning.

Prepared by: Jahnke & Jahnke Associates Inc.  
Dated: March 15, 2018



D1 - Foti	AYE	D14 - Wood	AYE
D2 - Zimmermann	(M) AYE	D15 - Mitchell	AYE
D3 - Morris	(2) AYE	D16 - Crowley	AYE
D4 - Batzko	AYE	D17 - Paulson	Absent
D5 - Dondlinger	AYE	D18 - Nelson	AYE
D6 - Walz	AYE	D19 - Cummings	AYE
D7 - Grant	AYE	D20 - Schellinger	Absent
D8 - Michalski	AYE	D21 - Gaughan	AYE
D9 - Heinrich	AYE	D22 - Wysocki	AYE
D10 - Swan	AYE	D23 - Hammitt	AYE
D11 - Howard	AYE	D24 - Whittow	AYE
D12 - Wolff	AYE	D25 - Johnson	AYE
D13 - Decker	AYE		

173-0-001

Passed (23 Y - 0 N - 2 Absent)

Majority Vote

