

ENROLLED ORDINANCE 172-042

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

WHEREAS, the Village of Sussex 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 Northeast Quarter of the Northwest Quarter of Section 26, Township 8 North, Range 19 East, Village of Sussex, Waukesha County, Wisconsin; and

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

WHEREAS, it is necessary to provide a permanent access easement from Waukesha County to the Village of Sussex 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 Village of Sussex, 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.

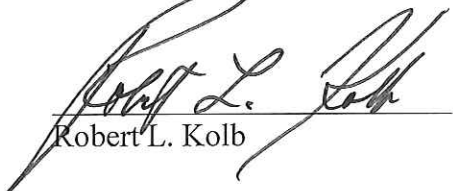
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Presented by:  
Land Use, Parks, and Environment Committee

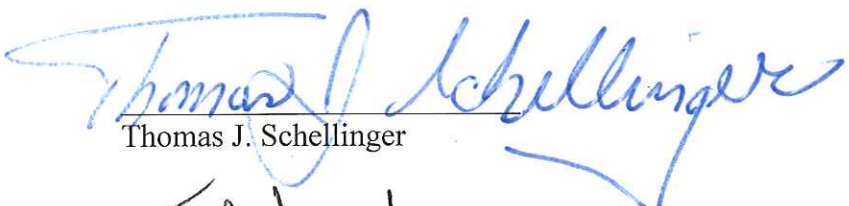
  
David D. Zimmermann, Chair

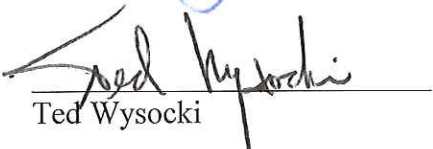
  
Kathleen M. Cummings

  
Keith Hammitt

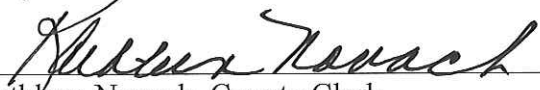
  
Robert L. Kolb

  
William Mitchell


  
Thomas J. Schellinger

  
Ted Wysocki

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

Date: 10/24/17,   
Kathleen Novack, County Clerk

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

Approved: X  
Vetoed: \_\_\_\_\_  
Date: 10/30/17,   
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 VILLAGE OF SUSSEX, 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 Northeast ¼ of the Northwest ¼ of Section 26, Township 8 North, Range 19 East in the Village of Sussex, 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 the sum of \$1,265.00 and other 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 or Letter of Self-Insurance.

**THIS PAGE IS PART OF THIS LEGAL DOCUMENT – DO NOT REMOVE.**

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 \_\_\_\_\_, 2017 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**

VILLAGE OF SUSSEX

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

Print Name: Gregory Goetz

Title: Village President

**ACKNOWLEDGMENT**

STATE OF WISCONSIN  
COUNTY OF WAUKESHA

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2017  
by \_\_\_\_\_, on behalf of the VILLAGE OF  
SUSSEX.

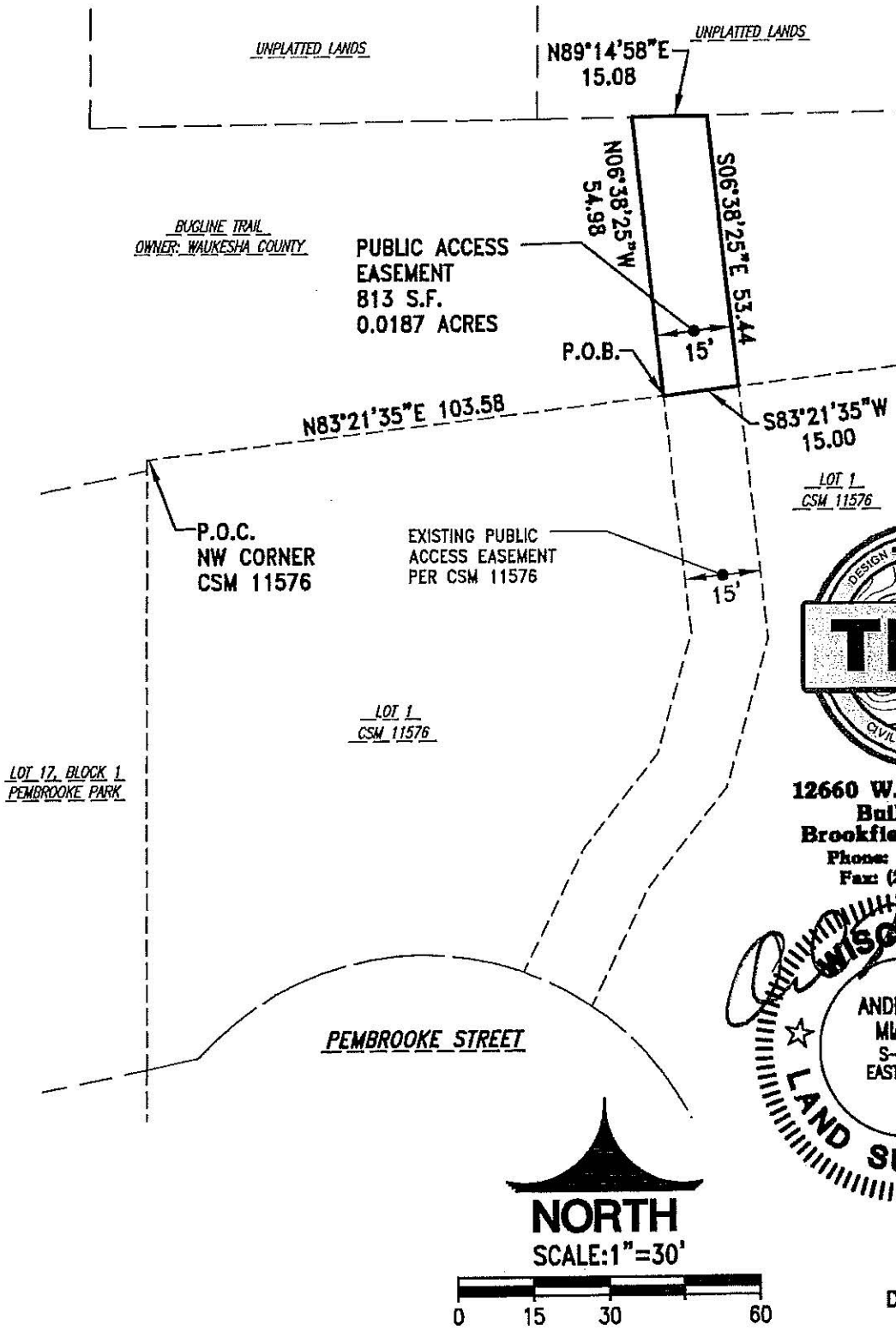
\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My commission expires: \_\_\_\_\_

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

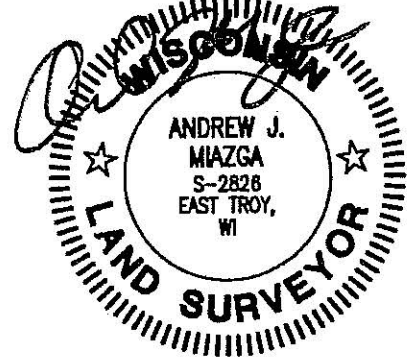
# EXHIBIT "A"

## PUBLIC ACCESS EASEMENT

BEING A PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28, TOWN B NORTH, RANGE 19 EAST, IN THE VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN.



12660 W. NORTH AVE.  
Building "D"  
Brookfield, WI 53005  
Phone: (262) 790-1480  
Fax: (262) 790-1481



DATE: 9-20-17  
SHEET 1 OF 1

# EXHIBIT "B"

## LEGAL DESCRIPTION:

Being 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, now being more particularly bounded and described as follows:

Commencing at the Northwest corner of Certified Survey Map No. 11576, Thence North 83°21'35" East along the North line of said Certified Survey Map a distance of 103.58 feet to a point, said point being the place of beginning of lands hereinafter described;

Thence North 06°38'25" West 54.98 feet to a point on the South line of Unplatted Lands; Thence North 89°14'58" East along said South line 15.08 feet to a point; Thence South 06°38'25" East 53.44 feet to a point on the North line of said Certified Survey Map; Thence South 83°21'35" West along said North line, 15.00 feet to the point of beginning of this description.

Said Land contains 813 Square Feet (or 0.0187 Acres) of land, more or less.

Date: 09/20/2017



A handwritten signature in black ink, appearing to read "Andrew J. Miazga", written over a horizontal line.

Andrew J. Miazga, P.L.S.  
Professional Land Surveyor, S-2826  
**TRIO ENGINEERING, LLC**  
12660 W. North Avenue, Building "D"  
Brookfield, WI 53005  
Phone: (262)790-1480



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

172-0-042

Passed (23 Y - 0 N - 2 Absent)

Majority Vote

