

ENROLLED ORDINANCE 177-7

APPROVE PERMANENT ACCESS EASEMENT TO THE VILLAGE OF LANNON 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 Lannon 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 part of the Northeast 1/4 of the Northeast 1/4 of Section 17, Township 8 North, Range 20 East, Village of Lannon and in part of the Northwest 1/4 of the Northwest 1/4 of Section 16, Township 8 North, Range 20 East, Village of Menomonee Falls, Waukesha County, Wisconsin; and

WHEREAS, it is deemed desirable to grant the Village of Lannon a permanent access easement on Waukesha County's land for the sum of \$1,380.00, and other good and valuable consideration, for the purpose of allowing public pedestrian and non-motorized access in the Village of Lannon and the Village of Menomonee Falls; and

WHEREAS, it is necessary to provide a permanent access easement from Waukesha County to the Village of Lannon 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 Lannon, which will be recorded in the Office of the Register of Deeds, is hereby approved.

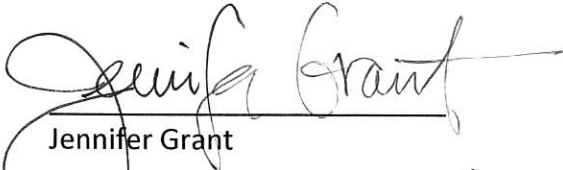
BE IT FURTHER ORDAINED that the Director of the Department of Parks and Land Use may execute said Easement on behalf of Waukesha County.

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Presented by:  
Land Use, Parks, and Environment Committee



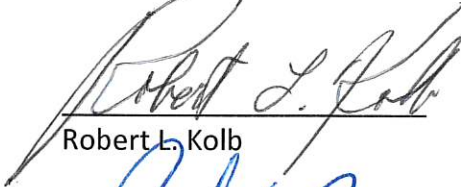
Thomas A. Michalski, Chair



Jennifer Grant



Christine M. Howard



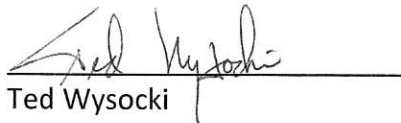
Robert L. Kolb



Brian Meier



Chris Mommaerts



Ted Wysocki

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

Date: 5/31/22,   
Margaret Wartman, County Clerk

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

Approved: X

Vetoed: \_\_\_\_\_

Date: 5/31/2022,   
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 LANNON, a municipal corporation, referred to hereinafter as "Grantee."

**PROPERTY DESCRIPTION:**

WHEREAS, the Grantor is the fee holder of certain real property, known as the Bugline Recreational Trail located in part of the Northeast ¼ of the Northeast ¼ of Section 17, Township 8 North, Range 20 East in the Village of Lannon and in part of the Northwest ¼ of the Northwest ¼ of Section 16, Township 8 North, Range 20 East in the Village of Menomonee Falls, 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

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

LANV0065983, MNFV0035994  
Parcel Identification Number (PIN)

**CONDITIONS IMPOSED:**

FOR AND IN CONSIDERATION of a sum of One Thousand Three Hundred Eighty and 00/100 Dollars (\$1,380.00) and other good and valuable consideration to be paid, Grantor does hereby permit Grantee permanent access and easement rights upon the Easement Area described in Exhibits A and B (the "Permanent Access Easement") to construct, operate, repair and maintain a ten-foot wide asphalt trail across the Property for the purpose of allowing public pedestrian and non-motorized vehicle access from Grantee's land to Waukesha County's Bugline Recreational Trail (the "Permitted Trail"). Grantee shall act in accordance with all applicable Federal, State and Local codes and obtain all necessary permits to complete the work contemplated hereby.

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

Grantee shall construct and maintain the Permitted Trail in accordance with the trail specifications shown on Exhibit A and Exhibit B, and as approved by Waukesha County.

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 its successors and agents shall install and maintain appropriate warning and traffic signage at the intersection of the Bugline Recreational Trail and the Permitted Trail, 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 Recreational Trail.

Grantee and its successors and agents agree that the Bugline Recreational Trail shall remain open for public use during construction, repair, maintenance, or related activities described in the Easement. Grantee and its 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 its 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 act of Grantee, its agents, employees, invitees or guests.

This Easement shall run with the land, and may not be revoked 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 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 as part of the Bugline Recreational 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 attorneys 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, its successors, assigns, agents, invitees and guests, in connection with the grant of this Easement, any and all work of any type which Grantees, its successors and assigns and any of their agents, invitees and/or guests perform or should perform upon the lands subject to the Easement, and their use of the Waukesha County lands covered by this Permit.

The Grantee and its successors 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 the 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 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 the Village President, Village of Lannon, 20399 W. Main Street, P. O. Box 456, Lannon, Wisconsin 53046.

This Agreement shall be duly recorded in the office of the Register of Deeds of Waukesha County, Wisconsin by Waukesha County.

This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.

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 of 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. 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 part of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms of conditions of this Agreement.

This Agreement shall be binding upon and/or inure to the benefits of the successors and assigns of all parties hereto. The right to assign this Agreement is restricted and it shall not be assigned to parties not listed in 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**

COUNTY OF WAUKESHA

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

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

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: \_\_\_\_\_

**SIGNATURE OF GRANTEE**

VILLAGE OF LANNON

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

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

Don Sommers

Village President

**ACKNOWLEDGMENT**

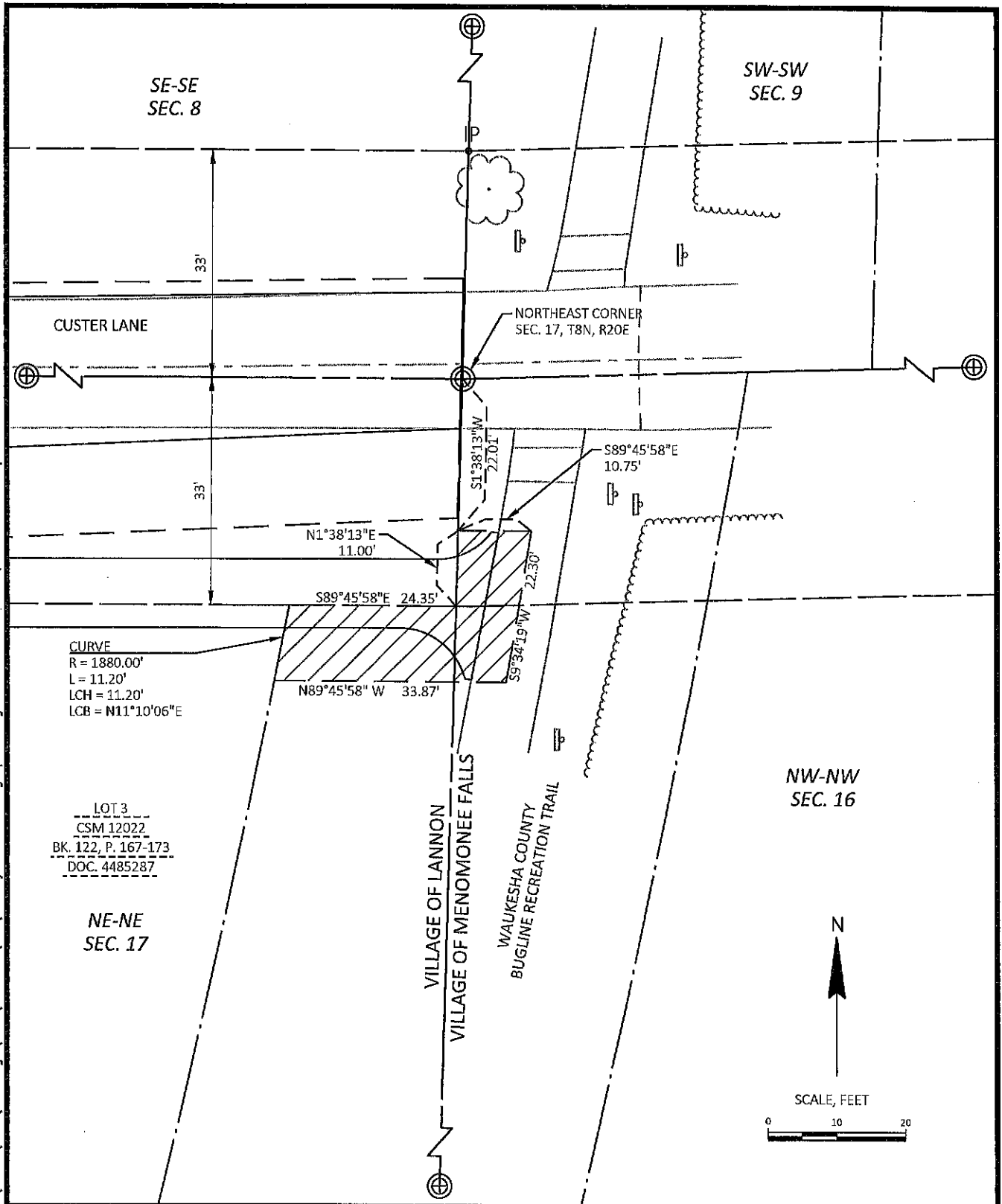
STATE OF WISCONSIN  
COUNTY OF WAUKESHA

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2022  
by Don Sommers, Village President, on behalf of the VILLAGE OF LANNON.

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

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

File: S:\MIL\3500--3599\3500\028\Drawings\CAD\Civil 3d\RW County Easement graphic.dwg Time: Mar 30, 2022 - 2:49pm



**PATH EASEMENT**  
**VILLAGE OF LANNON**  
**WAUKESHA COUNTY, WISCONSIN**



**EXHIBIT A**

3500.02B



## EXHIBIT B

Part of the Northeast 1/4 of the Northeast 1/4 of Section 17, Township 8 North, Range 20 East, Village of Lannon and part of the Northwest 1/4 of the Northwest 1/4 of Section 16, Township 8 North, Range 20 East, Village of Menomonee Falls, all in Waukesha County, Wisconsin more fully described as follows:

Commencing at the Northeast corner of said Section 17;

Thence, S 01° 38' 13" W, 22.01 feet along the East line of said Section 17 to the point of beginning;

Thence, S 89° 45' 58" E, 10.75 feet to the centerline of the Bugline Recreation Trail;

Thence, S 09° 34' 19" W, 22.30 feet along said Trail centerline;

Thence, N 89° 45' 58" W, 33.87 feet to the westerly right-of-way line of said Bugline Recreation Trail also being a point of curve to the left having a radius of 1880.00 feet,

Thence, 11.20 feet along the arc of said curve whose long chord bears N 11° 10' 06" E, 11.20 feet to the southerly right-of-way line of Custer Lane

Thence, S 89° 45' 58" E, 24.35 feet along said southerly right-of-way line to the East line of said Northeast 1/4 of the Northeast 1/4 of Section 17;

Thence, N 01° 38' 13" E, 11.00 feet along said East line to the point of beginning.

Containing 481 square feet more or less.


Subject to any and all easements recorded or unrecorded.

VOTING RESULTS

AYE 25 | NAY 0 | ABSTAIN 0 | ABSENT 0

# Ordinance 177-O-006

Ordinance 177-O-006: Approve Permanent Access Eas...

 Passed By Majority Vote

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

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