

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

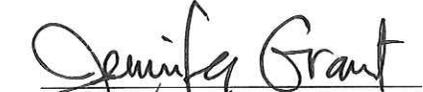
WHEREAS, it is necessary to provide an Easement from Waukesha County to Sawall Development for the purposes of constructing, maintaining and repairing the parking lot, landscaping and sanitary sewer lateral on County-owned lands.

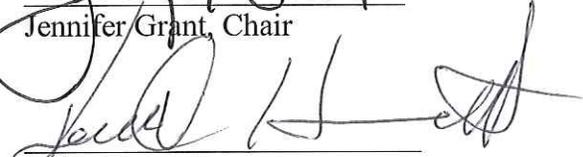
THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS that Waukesha County's grant of an Easement to Sawall Development, which will be recorded in the Office of the Register of Deeds, is hereby approved.

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.

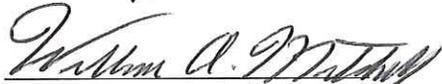
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KNOWN AS THE BUGLINE RECREATION TRAIL CORRIDOR

Presented by:  
Land Use, Parks, and Environment Committee

  
Jennifer Grant, Chair

  
Keith Hammitt

  
Thomas J. Michalski  
A

  
William A. Mitchell

absent  
Chris Mommaerts

absent  
Richard Morris

  
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: 5/29/2020,   
Margaret Wartman, County Clerk

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

Approved: X

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

Date: 6/1/2020,   
Paul Farrow, County Executive

Document Number

Document Name

This EASEMENT, made between WAUKESHA COUNTY,

and Sawall Development

Grantor,

Grantee.

**PROPERTY DESCRIPTION:**

See attached Exhibit A.

**CONDITIONS IMPOSED:**

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.

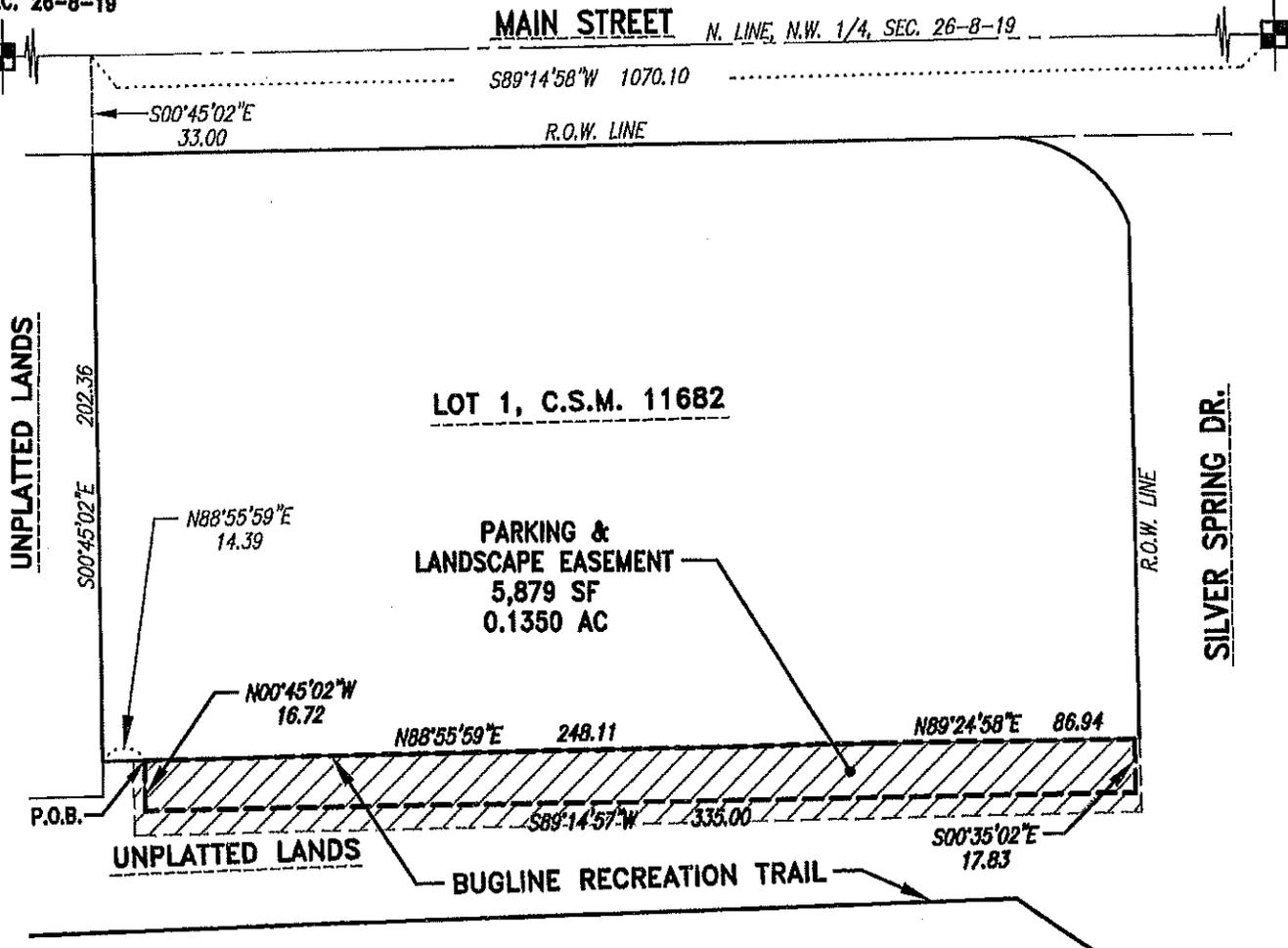


# EXHIBIT "A"

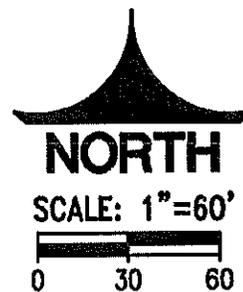
## PARKING & LANDSCAPE EASEMENT

P.O.C.  
N.E. CORNER  
NW 1/4,  
SEC. 26-8-19

N.W. CORNER  
NW 1/4,  
SEC. 26-8-19



4100 N. CALHOUN ROAD  
Suite 300  
Brookfield, WI 53005  
Phone: (262) 790-1480  
Fax: (262) 790-1481



THIS EXHIBIT WAS PREPARED BY DEBORAH L. JOERS, P.L.S. (S-2132)

DATE: 9-13-19

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# 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:

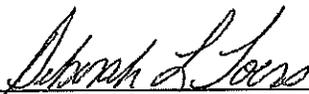
Commencing at the Northeast Corner of the said Northwest 1/4 Section; Thence South 89°14'58" West along the North line of the Northwest 1/4 of said Section, 1070.10 feet to a point; Thence South 00°45'02" East, 33.00 feet to the Northwest corner of Lot 1, Certified Survey Map No. 11682, also being the 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





















**VOTE RESULTS: Passed By Majority Vote**

**AYE: 25 NAY: 0 ABSENT: 0**

D1 - Foti	Yes
D2 - Zimmermann	Yes
D3 - Morris	Yes
D4 - Batzko	Second Yes
D5 - Dondlinger	Yes
D6 - Walz	Yes
D7 - Grant	Motion Yes
D8 - Michalski	Yes
D9 - Heinrich	Yes
D10 - Swan	Yes
D11 - Howard	Yes
D12 - Wolff	Yes
D13 - Decker	Yes

D14 - Mommaerts	Yes
D15 - Mitchell	Yes
D16 - Crowley	Yes
D17 - Paulson	Yes
D18 - Nelson	Yes
D19 - Cummings	Yes
D20 - Schellinger	Yes
D21 - Gaughan	Yes
D22 - Wysocki	Yes
D23 - Hammitt	Yes
D24 - Whittow	Yes
D25 - Johnson	Yes