

ENROLLED ORDINANCE 181-22

AUTHORIZE EXECUTION OF A PERMANENT ACCESS EASEMENT ACROSS, OVER,
AND UPON A PORTION OF THE BUGLINE RECREATIONAL TRAIL PROPERTY FOR
LANNON TANK COMPANY, LLC

WHEREAS, Waukesha County is the owner of certain property known as the Bugline Recreational Trail located in part of the Northwest $\frac{1}{4}$ and Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 17, Township 8 North, Range 20 East, in the Village of Lannon, Waukesha County, Wisconsin; and

WHEREAS, Lannon Tank Company, LLC owns property located at 20134 West Main Street in the Village of Lannon adjacent to the Bugline Recreational Trail and has historically utilized a portion of the property for vehicular ingress and egress access to its facility; and

WHEREAS, as part of a proposed expansion and redevelopment project at the Lannon Tank facility, the Village of Lannon requested confirmation that appropriate access rights exist for continued use of the established access area; and

WHEREAS, Lannon Tank Company, LLC has requested a Permanent Access Easement across, over, and upon approximately 17,503 square feet of County-owned property to formalize and document the long-standing use; and

WHEREAS, the Easement Area is more particularly described in Exhibits A and B attached to the Permanent Easement Agreement and the Easement will not interfere with the continued public use and operation of the Bugline Recreational Trail; and

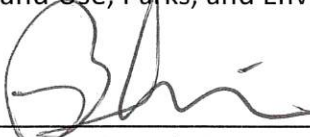
WHEREAS, the Department of Parks and Land Use has reviewed the request and determined that granting the Easement is consistent with continued public use of the property and provides for appropriate protections, indemnification, insurance requirements, and maintenance responsibilities by the Grantee.

THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS that the Director of the Department of Parks and Land Use, or designated assignee is authorized to execute a Permanent Access Easement with Lannon Tank Company, LLC.

BE IT FURTHER ORDAINED that, upon execution of the Easement, in accordance with the fee schedule established by the Department, the Easement consideration in the amount of One Thousand One Hundred Dollars (\$1,100) shall be deposited into the appropriate Department of Parks and Land Use revenue account.

AUTHORIZE EXECUTION OF A PERMANENT ACCESS EASEMENT ACROSS, OVER, AND UPON A
PORTION OF THE BUGLINE RECREATIONAL TRAIL PROPERTY FOR LANNON TANK COMPANY,
LLC

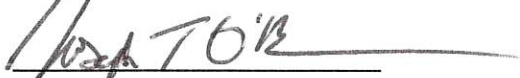
Presented by:
Land Use, Parks, and Environment Committee


Brian Meier, Chair

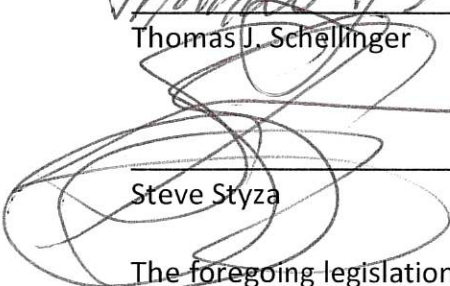

Wayne Euclide


John G. Gscheidmeier


Robert L. Kolb


Joseph T. O'Brien


Thomas J. Schellinger


Steve Styza

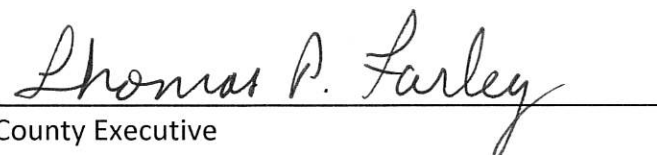
The foregoing legislation adopted by the County Board of Supervisors of Waukesha County,
Wisconsin, was presented to the County Executive on:

Date: 7/31/20, 
Georgia E. Maxwell, County Clerk

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

Approved: X

Vetoed: _____

Date: 8-8-20, 
County Executive

PERMANENT ACCESS EASEMENT

Document Title

Document Number

This Permanent Access Easement ("Easement") is entered into by **WAUKESHA COUNTY**, a municipal corporation, as "Grantor," owner of the land, and the **LANNON TANK COMPANY, LLC**, a limited liability company, referred to hereinafter as "Grantee."

RECITALS:

WHEREAS, the Grantor is the fee holder of certain real property, known as Bugline Recreational Trail, located in part of the Northwest 1/4 and Southwest 1/4 of the Southwest 1/4 of Section 17, Township 8 North, Range 20 East, in the Village of Lannon, Waukesha County, State of Wisconsin (the "Property").

WHEREAS, the Grantee has requested that Grantor grant a Permanent Access Easement across, over, and upon a certain portion of the Property (the "Easement Area") to confirm permission for vehicular ingress, egress and parking access serving the Grantee property located at 20134 West Main Street in the Village of Lannon, 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

LANV0068979001

Parcel Identification Number (PIN)

AGREEMENT:

FOR AND IN CONSIDERATION of a sum of One Thousand and One Hundred Dollars (\$1,100.00) and other good and valuable consideration to be paid, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Easement. Grantor does hereby permit Grantee permanent access and easement rights upon the Easement Area described in Exhibits A and B across, over, and upon the Easement Area for the purpose of ingress-egress and parking (the "Permitted Access"). Grantee shall act in accordance with all applicable Federal, State and Local codes and obtain all necessary permits to complete the work contemplated hereby. Grantee shall construct and maintain the Permitted Access as depicted and described in 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 shall ensure the Property remains open for public use during construction, repair, maintenance, or related activities described in the Easement.

Grantee shall maintain the Easement Area 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 Access as part of the Property.

2. Restoration. 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.
3. Enforcement. This Easement 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 Property which continues to exist five (5) or more days after receipt of written notice of the breach or interference.
4. Consistent Uses Allowed. Waukesha County reserves the right to utilize its land and Easement Area for all purposes, including but not limited to, future trail improvements, signage, pavement and grading.
5. Indemnification. 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, error 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 Easement.
6. Insurance. 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 require the following insurance from any contractors it retains 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.

7. Notices. All notices to Waukesha County shall be sent by certified U.S. Mail, Return Receipt Requested, to:

GRANTOR:
Waukesha County
c/o Park System Manager
Department of Parks and Land Use
515 W. Moreland Blvd., AC230

GRANTEE:
Lannon Tank Company, LLC
c/o Edgar Riteris, President
20134 W. Main St
Lannon, WI 53046

8. Recording. This Easement shall be duly recorded in the office of the Register of Deeds of Waukesha County, Wisconsin by Waukesha County.
9. Governing Law. This Easement shall be construed and enforced in accordance with the laws of the State of Wisconsin, without regard to conflict of law principles.
10. 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 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.
11. 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 Easement 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 Easement.
12. Binding on Future Parties. This Easement shall be binding upon and/or inure to the benefits of the successors and assigns of all parties hereto. The right to assign this Easement is restricted and it shall not be assigned to parties not listed in this Easement.
13. 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.

IN WITNESS WHEREOF, the Grantor has caused this Easement 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 _____, 2026
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

LANNON TANK COMPANY, LLC

By:
Edgar Riteris
President
Lannon Tank Company, LLC

Date:

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF WAUKESHA

This instrument was acknowledged before me on the _____ day of _____, 2026
by Edgar Riteris, President, on behalf of the Lannon Tank Company, LLC

Notary Public, State of Wisconsin
My commission expires: _____

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

**EXHIBIT A
EASEMENT AREA**

Part of the Northwest 1/4 and Southwest 1/4 of the Southwest 1/4 of Section 17, Township 8 North, Range 20 East, in the Village of Lannon, Waukesha County, Wisconsin.

Drawing No. 170021-RMK
Prepared for: Village of Lannon
January 30, 2026

NOTE:
BEARINGS ARE REFERENCED TO THE WISCONSIN COORDINATE
REFERENCE SYSTEM (WISCONSIN), WAUKESHA COUNTY.

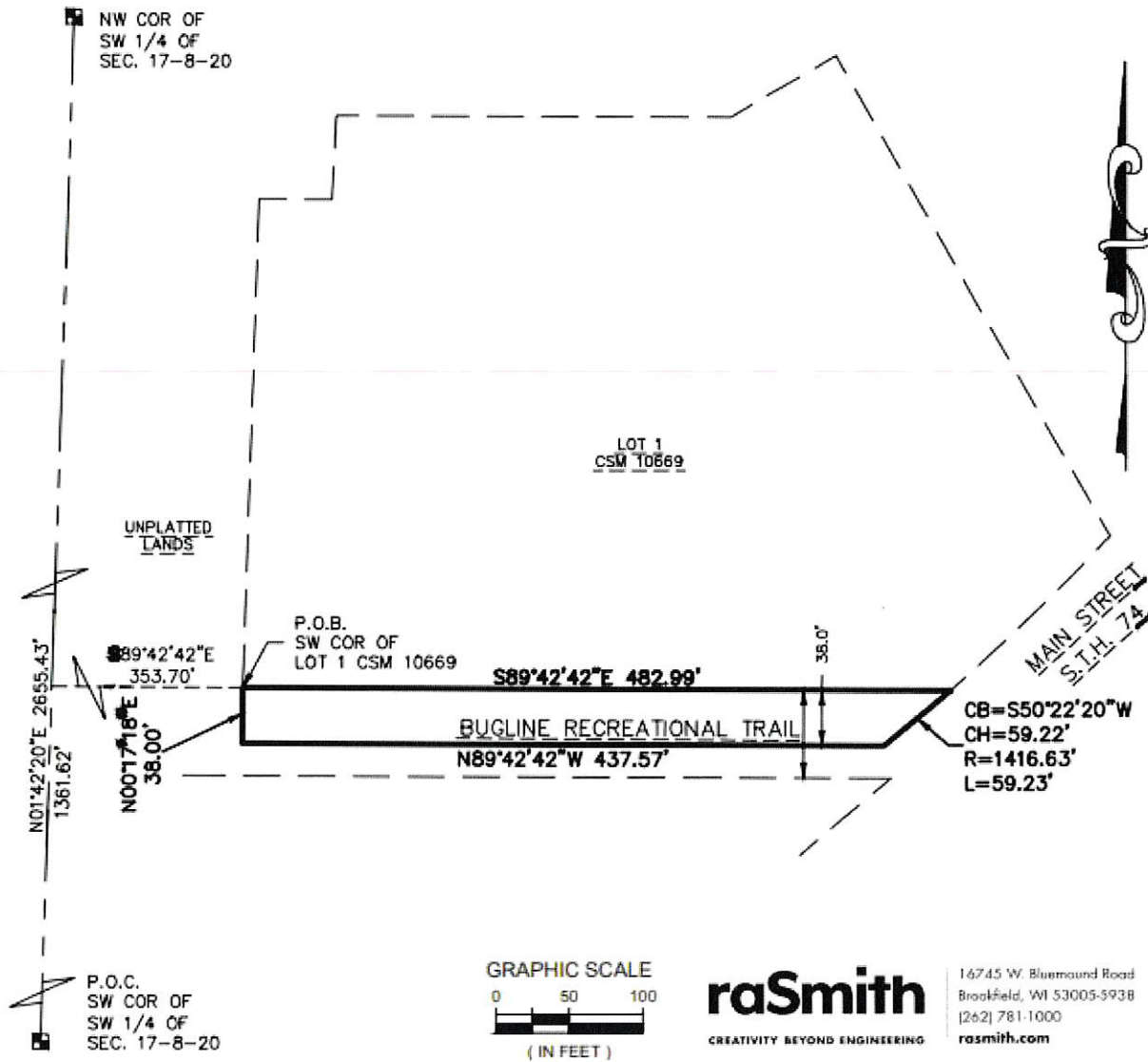


EXHIBIT B LEGAL DESCRIPTION

Part of the Northwest 1/4 and Southwest 1/4 of the Southwest 1/4 of Section 17, Township 8 North, Range 20 East, in the Village of Lannon, Waukesha County, Wisconsin, bounded and described as follows:

Commencing at the Southwest corner of the Southwest 1/4 of said Section 17; thence North $01^{\circ} 42' 20''$ East along the West line of said 1/4 Section a distance of 1361.62 feet to a point; thence South $89^{\circ} 42' 42''$ East 353.70 feet to the Southwest corner of Lot 1 in Certified Survey Map No. 10669 and the point of beginning of lands to be described;

thence South $89^{\circ} 42' 42''$ East along the South line of said Lot 482.99 feet to a point in the west line of Main Street; thence Southwesterly along said West line and along an arc of a curve to the right with an arc length of 59.23 feet, whose radius is 1416.63 feet and whose chord bears South $50^{\circ} 22' 20''$ West 59.22 feet to a point; thence North $89^{\circ} 42' 42''$ West 437.57 feet to a point; thence North $00^{\circ} 17' 18''$ East 38.00 feet to the point of beginning.

Said lands contains 17,503 square feet.

Drawing No. 170021-RMK

Prepared for: Village of Lannon

January 30, 2026

NOTE:

Bearings are referenced to the Wisconsin Coordinate Reference System (WisCORS), Waukesha County.

VOTE RESULTS

Consent Agenda

24 AYE 0 NAY 0 ABSTAIN 1 ABSENT

17 Yes Votes Needed

 **Passed**

D1 - Styza	AYE	D10 - Thieme	ABSENT	D19 - Enriquez	AYE
D2 - Euclide	AYE	D11 - Howard	S AYE	D20 - Schellinger	AYE
D3 - Gscheidmeier	AYE	D12 - Wolff	AYE	D25 - Johnson	M AYE
D4 - Batzko	AYE	D13 - Leisemann	AYE	D21 - O'Brien	AYE
D5 - Dondlinger	AYE	D14 - Nissen	AYE	D22 - Gryczka	AYE
D6 - Walz	AYE	D15 - Kolb	AYE	D23 - Hammitt	AYE
D7 - LaFontain	AYE	D16 - Crowley	AYE	D24 - Schroeder	AYE
D8 - Koremenos	AYE	D17 - Meier	AYE		
D9 - Heinrich	AYE	D18 - Nelson	AYE		

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7 Section 17, Township 8 North, Range 20 East, in the Village of Lannon, Waukesha County,
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