

ENROLLED ORDINANCE 181-04

APPROVE EASEMENT TO WAUKESHA WATER UTILITY FOR IMPROVED
PUBLIC WATER DISTRIBUTION SYSTEM ON WAUKESHA COUNTY
GOVERNMENT CENTER CAMPUS

WHEREAS, Waukesha County owns and operates the government campus; and

WHEREAS, the Waukesha County campus buildings, specifically the Waukesha County Courthouse, Administration Center, and new courthouse tower are served by water main service from the Waukesha Water Utility; and

WHEREAS, as part of the Waukesha County Courthouse Step 2 project, improvements were made to the public water distribution system serving the Waukesha County Courthouse, Administration Center, and new courthouse tower; and

WHEREAS, a new ten-foot wide easement located in part of the Southeast Quarter (SE 1 /4) of Section 34, Town 7 North, Range 19 East, in the City of Waukesha, Waukesha County, Wisconsin is necessary for maintenance of the improved public water distribution system on this property; and

WHEREAS, this easement is provided from Waukesha County to the Waukesha Water Utility for a fee of zero dollars.

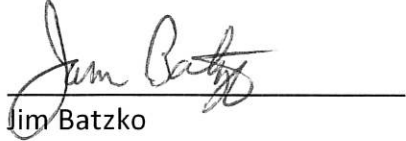
THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS that the easement to the Waukesha Water Utility, which permits the maintenance of the improved public water distribution system utilized for the Waukesha County Courthouse, Administration Center, and new courthouse Tower on lands owned by Waukesha County is hereby approved.

BE IT FURTHER ORDAINED the easement may be executed by the Director of the Department of Public Works on behalf of Waukesha County.

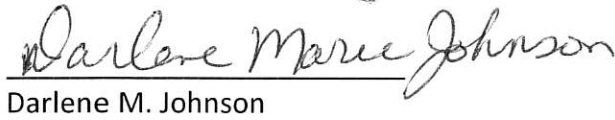
DPW APPROVE EASEMENT TO WAUKESHA WATER UTILITY FOR IMPROVED PUBLIC WATER
DISTRIBUTION SYSTEM ON WAUKESHA COUNTY GOVERNMENT CENTER CAMPUS

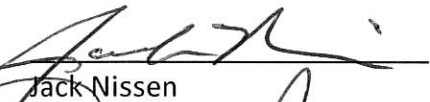
Presented by:
Public Works Committee


Keith Hammitt, Chair


Jim Batzko


Johnny Koremenos


Darlene M. Johnson


Jack Nissen


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: 05-29-2026, 
County Clerk

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

Approved: X

Vetoed: _____


Date: 6-1-2026, 
Paul Farrow, County Executive

VOTE RESULTS

23 AYE 0 NAY 0 ABSTAIN 2 ABSENT

Consent Agenda

17 Yes Votes Needed

 **Passed**

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

PERMANENT UTILITY EASEMENT

Document Number

Document Title

This Permanent Utility Easement (“Agreement”) is entered into by WAUKESHA COUNTY, a quasi-municipal corporation, as “Grantor,” owner of the land, and the WAUKESHA WATER UTILITY referred to hereinafter as “Grantee”.

RECITALS

WHEREAS the Grantor is the fee holder of certain real property in the City of Waukesha, State of Wisconsin, as more particularly described as follows (the “Property”):

See Attached Exhibit A

Recording Area

Name and Return Address

Waukesha County
c/o Department of Public Works
515 W. Moreland Blvd.
Waukesha, WI 53188

WAKC1000982

Parcel Identification Number (PIN)

WHEREAS the Grantee has requested that Grantor grant a permanent utility easement over a certain portion of the Property (the “Utility Easement Area”) as more particularly described as follows:

See Attached Exhibit B and as depicted on Exhibit C

AGREEMENT

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

Grant of Easement. Grantor, Waukesha County, grants to Grantee a perpetual ten (10) foot wide easement and right-of-way upon the Utility Easement Area to construct, reconstruct, maintain, operate and/or remove a 8 inch public water distribution main, including for such purpose the right of ingress and egress over the Utility Easement Area as long as required for such purpose, including the right to operate necessary equipment thereon. Trees, bushes, branches, and roots may be trimmed within the 10-foot wide easement area so as not to interfere with Grantee’s use of the easement area. No trees or bushes shall be removed from within the 10-foot wide easement area without prior approval of Grantor, which approval shall not be unreasonably withheld, conditioned, or delayed provided that said removal is reasonably necessary for Grantee’s full enjoyment of the rights granted herein. Grantee may not trim, cut down, or remove trees and bushes outside the 10-foot wide easement area without prior approval of Grantor.

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

1. Indemnification. Grantee shall defend, indemnify and hold harmless the Grantor 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 it may suffer or incur as the result of any injury to or death of any person or damage to property which results from any action or omission, in whole or in part, negligent or otherwise, of Grantee or its agents in connection with any use of the Grantor's land under this easement regardless of the cause of the injury, except Grantee's indemnification obligation shall not extend to the proportion of any claims attributable to the negligent or willful acts of the Grantor and all of its departments, agencies, boards, officers, employees and agents.
2. Insurance. The Grantee shall furnish the Grantor with a Certificate or Letter of Self-Insurance.
3. Consistent Uses Allowed. The Grantor reserves the right to use, and to grant easement rights to other persons or entities upon, the Utility Easement Area for purposes that will not interfere with the Grantee's full enjoyment of the easement rights granted herein.
4. Continual Operation of County Grounds. The County grounds shall at all times remain open for public use. If the Grantee must perform work in any area that will in any way interfere with or detour the travelling public, Grantee will seek prior approval from Grantor, which approval shall not be unreasonably withheld, delayed, or denied. Excepting, however, in cases of emergencies when access shall be immediate.
5. Access. Grantee or its agents shall have the right to enter and use the easement area with full right of ingress and egress over and across the easement area of Grantor for the purpose of exercising its rights in the easement area. Except in the case of an emergency, Grantee or its agents shall provide Grantor 24 hours advance notice of entry.
6. Restoration. Grantee and its agents shall have the right of access upon the Utility Easement Area for the purposes of exercising the rights herein acquired, and Grantee shall promptly restore the Utility Easement Area to the condition existing prior to the entry by Grantee or its agents. The restoration shall not apply to any trees, brush, branches, or roots which may interfere with Grantee's use of the easement area and for which Grantee has obtained prior approval to remove. Grantee shall be liable to make prompt payment for any damage caused by it or its agents to any of Grantor's roadways and curbs, highway facilities, fences, parking lots, trail improvements, signs, entrance gates, park improvements, or any other fixtures or facilities of the Grantor and for the unauthorized removal of trees.
7. Notices. All notices to either party to this grant of easement shall be sent by certified mail to:

GRANTOR:
Waukesha County
c/o Public Works Department

GRANTEE:
Waukesha Water Utility

515 W. Moreland Blvd.
Waukesha, WI 53188

P.O. Box 1648
Waukesha, WI 53187-1648

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.
10. Restriction of Scope. The installation of any other equipment or expansion beyond the Utility Easement Area requires a written amendment to this grant of easement.
11. Binding on Future Parties. This easement shall be binding upon and inure to the benefit of the heirs, successors, and assigns of all parties hereto.
12. Enforcement. Enforcement of this easement 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 easement, either to restrain or prevent the violation or to obtain any other relief.
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.
14. 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 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.
15. 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 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 easement.

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 Public Works.

Grantor: WAUKESHA COUNTY

By _____
Allison Bussler
Director
Waukesha County Department of Public Works

This instrument was acknowledged before me on the _____ day of _____, 2026, by Allison Bussler, Director of the Waukesha County Department of Public Works, on behalf of Waukesha County.

Notary Public, State of Wisconsin
My commission expires: _____

Grantee: WAUKESHA WATER UTILITY

By: _____
Daniel S. Duchniak, P.E., General Manager

Joseph J. Piatt, Commission President

Joan L. Francoeur, Commission Secretary

This instrument was acknowledged before me on the _____ day of _____, 2026 by Daniel S. Duchniak, General Manager, Joseph J. Piatt, Commission President and Joan L. Francoeur, Commission Secretary, on behalf of the WAUKESHA WATER UTILITY.

Notary Public, State of _____
My commission expires: _____

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

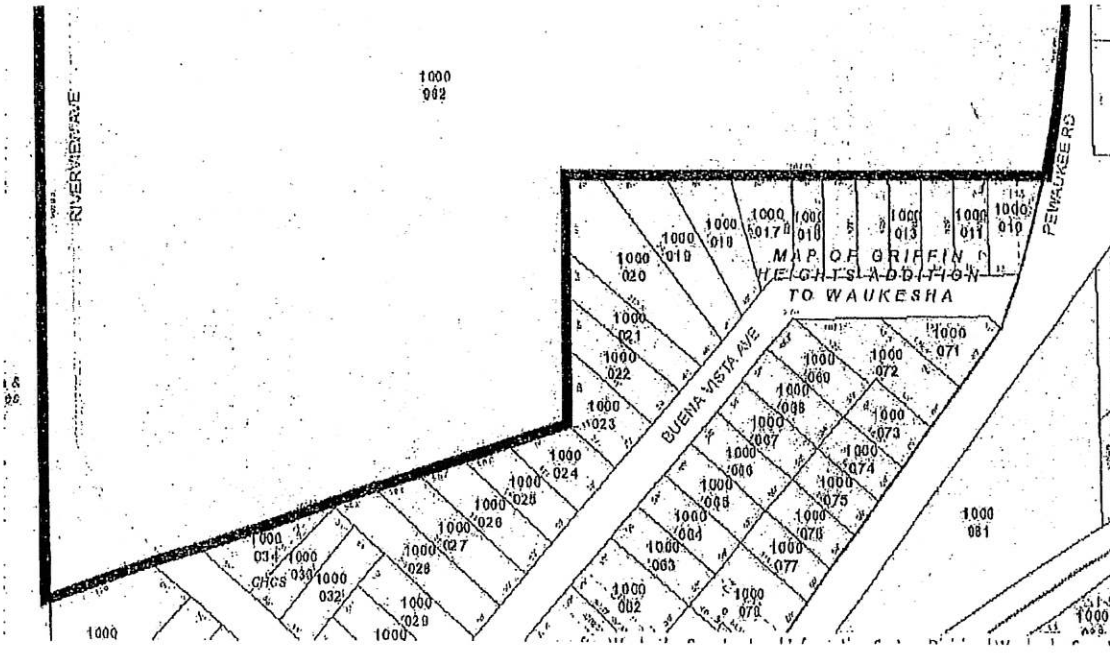


EXHIBIT B

LEGAL DESCRIPTION: 10' WIDE WATER UTILITY EASEMENT

All that part of the Southeast Quarter (SE 1/4) of Section 34, Town 7 North, Range 19 East, city of Waukesha, Waukesha County, Wisconsin, bounded and described as follows: Commencing at the Northwest corner of Lot 26 of Griffin Heights Addition as recorded in Volume 7 of Plats on page 7 as Document No. 83559 and re-recorded in Volume 7 of Plats on page 22 as Document No. 90673, said point being South 72°36'32" West 493.80 feet from the angle point in the west line of Lot 15 in said Plat; thence North 14°49'24" West 417.607 feet to a point on the east side of a concrete walk located in Riverview Avenue extended, said Riverview Avenue being an unrecorded right-of-way north of said Griffin Heights Addition; thence North 89°58'44" East along the centerline of an existing water main easement 192.00 feet; thence North 64°38'17" East along the centerline of an existing water main easement 36.279 feet to the place of beginning of a 10 foot wide water main easement, the center line of which is described as follows: thence North 78°57'00" East 293.52 feet; thence North 27°23'00" East 64.13 feet to point "A"; thence South 62°37'00" East 88.00 feet; thence North 27°23'00" East 194.00 feet to point "B"; thence continuing North 27°23'00" East 68.00 feet; thence North 62°37'00" West 115.00 feet to point "C"; thence North 27°33'00" East 101.38 feet to a point on the south right-of-way line of West Moreland Boulevard, the termination of said easement "A".

Thence:

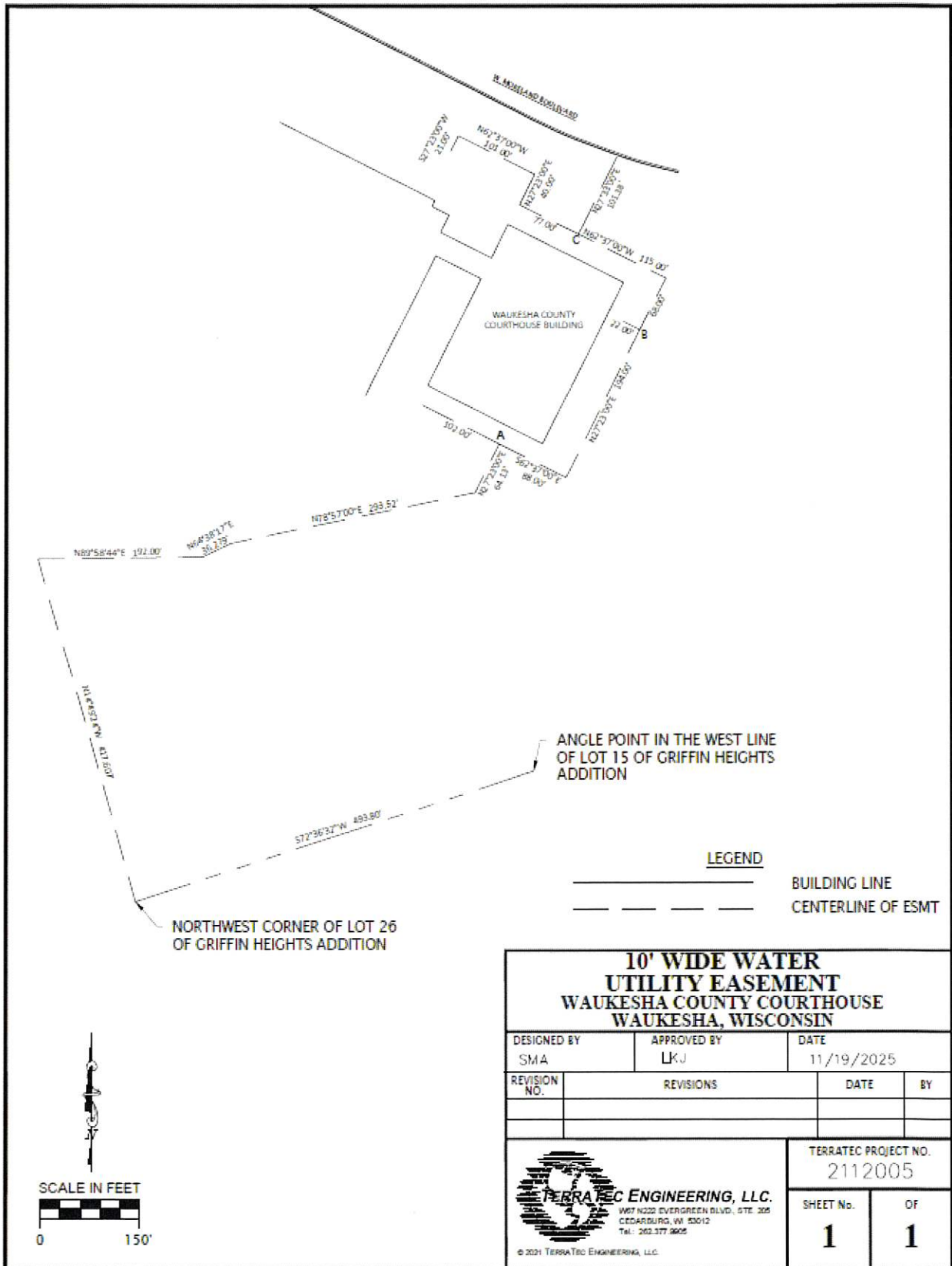
From point "A" – North 62°37'00" West 102.00 feet to the end of said easement "B".

From point "B" – North 62°37'00" West 22.00 feet.

From point "C" – South 62°37'00" East 106.00 feet to the end of said easement "C".

From point "C" – North 62°37'00" West 77.00 feet; thence North 27°23'00" East 40.00 feet; thence North 62°37'00" West 101.00 feet; thence South 27°23'00" West 21.00 feet to the end of said easement "D".

EXHIBIT C



1 APPROVE EASEMENT TO WAUKESHA WATER UTILITY FOR IMPROVED
2 PUBLIC WATER DISTRIBUTION SYSTEM ON WAUKESHA COUNTY
3 GOVERNMENT CENTER CAMPUS
4

5 WHEREAS, Waukesha County owns and operates the government campus; and
6

7 WHEREAS, the Waukesha County campus buildings, specifically the Waukesha County
8 Courthouse, Administration Center, and new courthouse tower are served by water main service
9 from the Waukesha Water Utility; and
10

11 WHEREAS, as part of the Waukesha County Courthouse Step 2 project, improvements were
12 made to the public water distribution system serving the Waukesha County Courthouse,
13 Administration Center, and new courthouse tower; and
14

15 WHEREAS, a new ten-foot wide easement located in part of the Southeast Quarter (SE 1 /4) of
16 Section 34, Town 7 North, Range 19 East, in the City of Waukesha, Waukesha County,
17 Wisconsin is necessary for maintenance of the improved public water distribution system on this
18 property; and
19

20 WHEREAS, this easement is provided from Waukesha County to the Waukesha Water Utility
21 for a fee of zero dollars.
22

23 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS
24 that the easement to the Waukesha Water Utility, which permits the maintenance of the
25 improved public water distribution system utilized for the Waukesha County Courthouse,
26 Administration Center, and new courthouse Tower on lands owned by Waukesha County is
27 hereby approved.
28

29 BE IT FURTHER ORDAINED the easement may be executed by the Director of the Department
30 of Public Works on behalf of Waukesha County.