

ENROLLED ORDINANCE 174-79

APPROVE WHISPERING RIDGE ESTATES HOMEOWNERS ASSOCIATION, INC.
EASEMENT TO CONSTRUCT, OPERATE, REPAIR AND MAINTAIN
A TRAIL CONNECTION TO THE BUGLINE TRAIL

WHEREAS, Whispering Ridge Estates Owners Association, Inc. is located in the Northwest corner of Section 19, Township 8 North, Range 20 East in Waukesha County; and

WHEREAS, Whispering Ridge Estates Owners Association, Inc. property shares a border with Waukesha County property known as the Bugline Recreation Trail; and

WHEREAS, it is deemed desirable to allow Whispering Ridge Estates Owners Association, Inc to construct, operate, repair and maintain a six (6) foot wide asphalt trail on Waukesha County property for the purpose of allowing public pedestrian and non-motorized vehicles to access the Bugline Recreation Trail; and

WHEREAS, Whispering Ridge Estates Owners Association, Inc. shall pay Waukesha County consideration in the amount of \$100.00 for Easement compensation.

THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS that Waukesha County's grant of an access easement to the Whispering Ridge Estates Homeowners Association, Inc. is hereby approved.

BE IT FURTHER ORDAINED that, the Director of the Department of Parks and Land Use or his designee is authorized to execute the Easement on behalf of Waukesha County, along with any other documents necessary to accomplish the intended transaction.

BE IT FURTHER ORDAINED that the revenue received from the grant of the Easement shall be deposited in the Parks and Land Use General Fund Budget.



Approve Whispering Ridge Estates Homeowners Association, Inc. Easement To Construct, Operate, Repair And Maintain A Trail Connection To The Bugline Trail.

VOTE RESULTS: Passed By Majority Vote

AYE: 24

NAY: 0

ABSENT: 1


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


D14 - Wood	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

APPROVE WHISPERING RIDGE ESTATES HOMEOWNERS ASSOCIATION, INC.
EASEMENT TO CONSTRUCT, OPERATE, REPAIR AND MAINTAIN
A TRAIL CONNECTION TO THE BUGLINE TRAIL

Presented by:
Land Use, Parks, and Environment Committee


David B. Zimmermann, Chair


Kathleen M. Cummings


Keith Hammitt



William A. Mitchell

absent
Thomas J. Schellinger


Steve Whittow


Chuck Wood

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

Date: 2/28/2020, 
Margaret Warman, County Clerk

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

Approved: X

Vetoed: _____

Date: 2/28/2020, 
Paul Farrow, County Executive

PROPOSED TRAIL CONNECTION TO WAUKESHA COUNTY RECREATIONAL BUGLINE TRAIL

CONNECT TO EXISTING TRAIL. INSTALL PER WAUKESHA COUNTY PERMIT



R10.0'

LAND USE PERMIT AREA

WAUKESHA COUNTY BUGLINE RECREATIONAL TRAIL

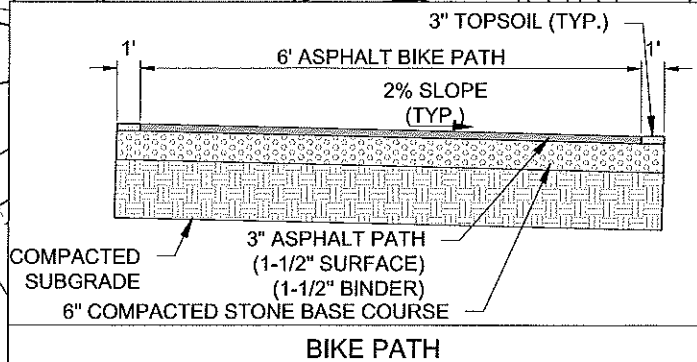
PROPOSED 6.0' WIDE BIKE PATH TO CONNECT TO WAUKESHA CO. BUGLINE RECREATION TRAIL.

OUTLOT 5



GRAPHICAL SCALE (FEET)

0 1" = 40' 80'



8/29/2019 3:42 PM
Z:\PROJECTS\2018\760.00-WHISPERING RIDGE\EXHIBITS\760.00 BIKE PATH EXHIBIT.DWG

WHISPERING RIDGE ESTATE NORTH 08/29/2019

PINNACLE ENGINEERING GROUP
15850 W. BLUEMOUND ROAD | SUITE 210 | BROOKFIELD, WI 53005

PLAN | DESIGN | DELIVER
WWW.PINNACLE-ENGR.COM

PEG JOB# 760.00

This EASEMENT, made between WAUKESHA COUNTY,
 Grantor,
 and Whispering Ridge Estates Owners Association, Inc.,
 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 Whispering Ridge Estates Owners Association, Inc., (“Grantee”), its successors, assigns and agents, the right, permission, and authority to construct, operate, repair and maintain a six-foot wide asphalt trail across those lands known as the Bugline Recreation Trail Corridor located in the Northwest corner of Section 19, Township 8 North, Range 20 East, Waukesha County, State of Wisconsin, for the purpose of allowing public pedestrian and non-motorized vehicle access from Grantee’s land to Waukesha County’s Bugline Recreation 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, 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 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 his successors, assigns and agents shall install and maintain appropriate warning and traffic signage at the intersection of the Bugline 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 Trail.

Grantee and his successors, assigns and agents agree that the Bugline Trail shall remain open for public use during construction, repair, maintenance, or related activities described in the Easement. 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

Name and Return Address

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

LANV0068979001

Parcel Identification Number (PIN)

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 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 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 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, 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 Permit.

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.

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 Whispering Ridge Estates Owners Association Inc., 11600 West Lincoln Avenue, West Allis, WI 53227.

Unless terminated earlier, the initial Term of this Easement shall be fifteen (15) years from the date of execution by Waukesha County. Provided that Grantee is not in default of its obligations hereunder, Grantee shall have the right to extend the Term for two additional 5 year periods by providing written notice of election to extend to Waukesha County at least sixty (60) days prior to the end of the then-current Term. Any further extension shall be agreed upon in writing by the parties hereto and recorded as an amendment to this Easement.

Upon termination or expiration of the Term, unless otherwise agreed between the parties, Grantee at its sole cost and expense shall remove the Permitted Trail and any other permitted improvements within the Easement Area and restore the Easement Area to a condition equal to that of the immediately surrounding Bugline Trail Corridor, including any necessary grading.

This Easement shall be binding upon and/or inure to the benefits of the successors and assigns of all parties hereto.

IN WITNESS WHEREOF, the said COUNTY OF WAUKESHA has caused these presents to be signed by the Director of Parks and Land Use on this _____ day of _____, 2020.

COUNTY OF WAUKESHA

By: _____
Dale R. Shaver, Director
Waukesha County Department of Parks and Land Use

This Easement is accepted by Whispering Ridge Estates Owners Association, Inc., by the signature of its authorized officer this _____ day of _____, 2020.

By: _____

(Title) _____

Whispering Ridge Estates Owners Association, Inc.

STATE OF WISCONSIN)
)SS
WAUKESHA COUNTY)

Subscribed to and sworn before me this _____ day of _____, 2014.

Notary Public
My commission _____

This instrument was drafted by Erik G. Weidig, Esq.

**EXHIBIT A
(Easement Area)**

EXHIBIT B
(Trail Specifications)