



Waukesha Water Utility

SERVING WAUKESHA SINCE 1886

115 DELAFIELD STREET
WAUKESHA, WI 53188-3615

Telephone: (262) 521-5272 • Fax: (262) 521-5265 • E-mail: contactus@waukesha-water.com

MEMORANDUM

Date: January 12, 2018

To: Dan Duchniak, P.E.

From: Chris Walter, P.E.

Re: Linden Grove – Water Main Easement

Linden Grove Inc. is requesting revision and an addition to the existing water main easement within their property. This project is located of Michigan Avenue and University Drive. The easement will be 10 feet in width to match existing easement width and will be expanded to allow for a loop to be constructed. The water main will be centered within the 10-foot wide non-exclusive easement.

The easement is shown on the attached exhibits.

Recommended Motion: Move to approve the water main easement for the Linden Grove, Inc.

Enc.

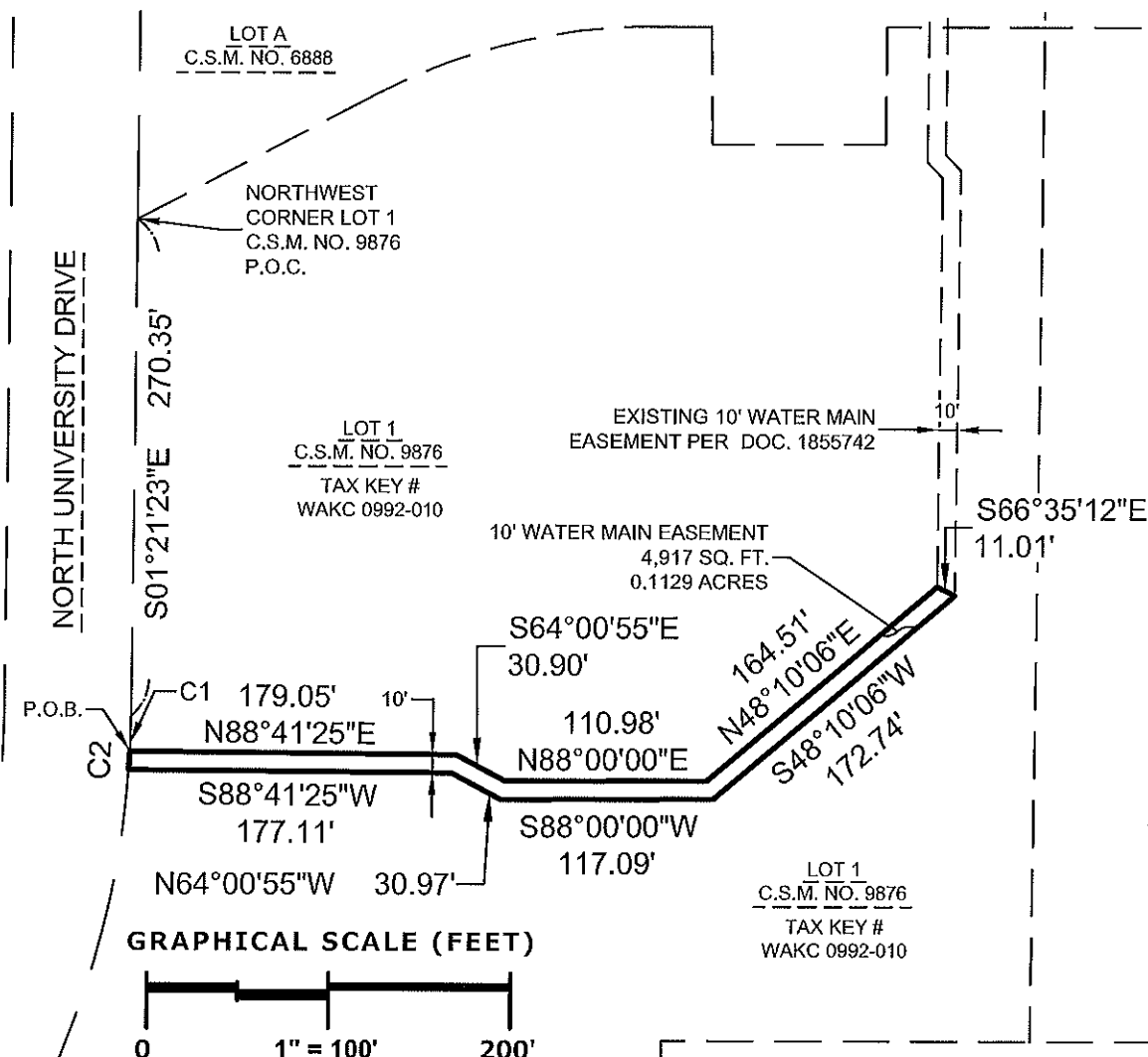
LEGAL DESCRIPTION:

Being a part of Lot 1 of Certified Survey Map No. 9876, as recorded in the Register of Deeds office for Waukesha County as Document No. 3205725, located in the Southeast 1/4 of the Southeast 1/4 of Section 32, Township 7 North, Range 19 East, City of Waukesha, Waukesha County, Wisconsin, described as follows:

Commencing at the northwest corner of Lot 1 of said Certified Survey Map No. 9876; thence South 01°21'23" East along the east right of way line of North University Drive, 270.35 feet to a point of curvature; thence southerly 19.05 feet along the arc of said curve to the right and said east right of way line, whose radius is 485.00 feet and whose chord bears South 00°13'51" East, 19.05 feet to the Point of Beginning;

Thence North 88°41'25" East, 179.05 feet; thence South 64°00'55" East, 30.90 feet; thence North 88°00'00" East, 110.98 feet; thence North 48°10'06" East, 164.51 feet to and existing 10' Water Main Easement; thence South 66°35'12" East, 11.01 feet; thence South 48°10'06" West, 172.74 feet; thence South 88°00'00" West, 117.09 feet; thence North 64°00'55" West, 30.97 feet; thence South 88°41'25" West, 177.11 feet to the aforesaid east right of way line of North University Drive and a point on a curve; thence northerly 10.01 feet along the arc of said curve to the left and said east right of way line, whose radius is 485.00 feet and whose chord bears North 01°29'10" East, 10.01 feet to the Point of Beginning.

CURVE TABLE					
CURVE NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	19.05'	485.00'	002°15'04"	S00°13'51"E	19.05'
C2	10.01'	485.00'	001°10'58"	N01°29'10"E	10.01'



EXHIBIT

PINNACLE ENGINEERING GROUP

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

WWW.PINNACLE-ENGR.COM

10/27/17

PLAN | DESIGN | DELIVER

PEG JOB#653.00

LEGAL DESCRIPTION:

Being a part of Lot A of Certified Survey Map No. 6888, as recorded in the Register of Deeds office for Waukesha County as Document No. 1778554, located in the Southeast 1/4 of the Southeast 1/4 of Section 32, Township 7 North, Range 19 East, City of Waukesha, Waukesha County, Wisconsin, described as follows:

Commencing at the north corner of Lot A of said Certified Survey Map No. 6888; thence South 00°00'54" West along a west line of said Lot A, 114.48 feet to a north line of said Lot A; thence North 89°59'06" West along said north line, 70.71 feet to the Point of Beginning;

Thence South 22°29'06" East, 100.85 feet; thence South 00°00'54" West, 90.53 feet; thence South 44°59'06" East, 26.02 feet; thence South 01°10'25" West, 9.75 feet to an Existing 10' Water Main Easement; thence North 89°59'06" West, 10.00 feet; thence North 02°01'47" East, 5.60 feet; thence North 44°59'06" West, 26.02 feet; thence North 00°00'54" East, 92.69 feet; thence North 22°29'06" West, 103.00 feet to the aforesaid north line of Lot A; thence North 89°59'06" West, 10.82 feet to the Point of Beginning.

PARCEL 2
C.S.M. NO. 5464

N89°59'06"W 10.82'

P.O.B.

70.71'

N89°59'06"W

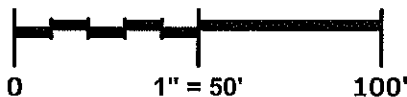
NORTH CORNER LOT A
C.S.M. NO. 6888
P.O.C.

114.48'
S00°00'54"W

LOT A
C.S.M. NO. 6888
TAX KEY #
WAKC 0992-012



GRAPHICAL SCALE (FEET)



N44°59'06"W 26.02'

N02°01'47"E 5.60'

N89°59'06"W 10.00'

103.00'
N22°29'06"W
92.69'
N00°00'54"E

100.85'
S22°29'06"E

10' WATER MAIN
EASEMENT
2,272 SQ. FT.
0.0521 ACRES

90.53'
S00°00'54"W

S44°59'06"E 26.02'

S01°10'25"W 9.75'

EXISTING 10'
WATER MAIN
EASEMENT PER
DOC. 1778554



EXHIBIT

PINNACLE ENGINEERING GROUP

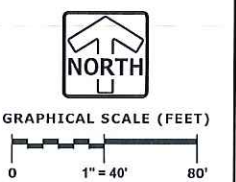
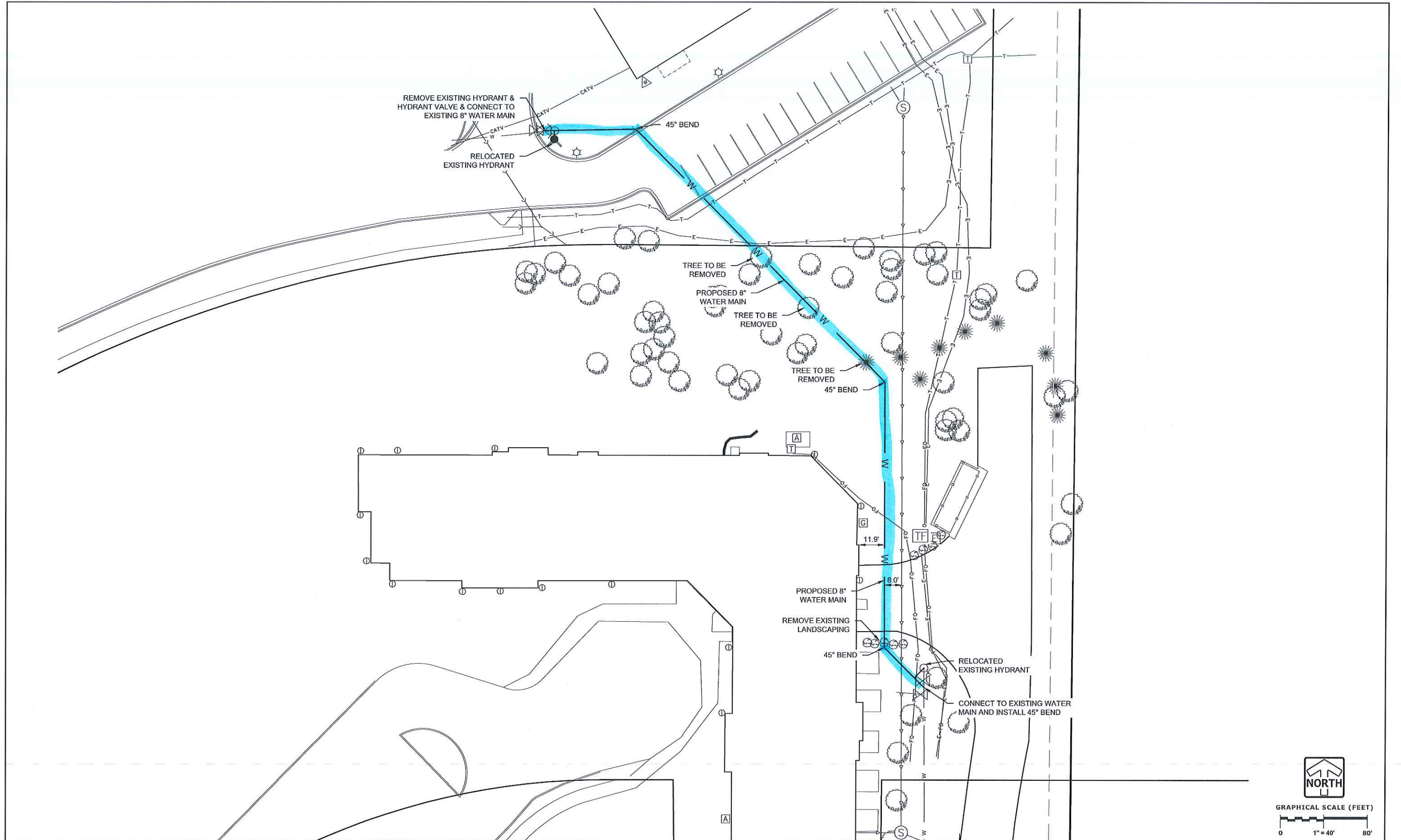
15850 W. BLUEMOUND ROAD | SUITE 210 | BROOKFIELD, WI 53005

WWW.PINNACLE-ENGR.COM

10/27/17

PLAN | DESIGN | DELIVER

PEG JOB#653.00



ORIGINAL

UTILITY EASEMENT AGREEMENT

THIS UTILITY EASEMENT AGREEMENT is granted by Linden Grove (Grantor) to the Waukesha Water Utility, City of Waukesha, Wisconsin (Grantee).

Recitals:

A. The Grantor is the fee holder of certain real property located in the City of Waukesha, Wisconsin, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference.

B. The Grantee has requested that Grantor grant a permanent exclusive easement and a temporary construction easement over certain portions of the property owned by Grantor, and such portions are more particularly described in **Exhibit B** (the Utility Easement Area) attached hereto and incorporated herein by reference.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. The Grantor grants to Grantee a perpetual easement and right of way to construct, reconstruct, maintain, operate, supplement and/or remove a water main and other related fixtures, equipment, and appurtenances that may from time-to-time be required; with the right of ingress and egress for the purpose of this grant over the Utility Easement Area.

2. During the period of construction or installation of improvements within the Utility Easement Area, the Grantee shall also have a temporary construction easement over those portions of the property located within 15 feet of the Utility Easement Area for the purpose of transporting equipment and materials in connection with the construction or installation of improvements within the property. The temporary construction easement shall expire upon the completion of installation as contemplated in paragraph 1,

Waukesha Water Utility
Attn: Chris J. Walter
115 Delafield Street
Waukesha, WI 53188

above. During any period of construction or maintenance, the Grantee shall keep the area neat and orderly. Upon completion of construction or maintenance, Grantee shall remove all materials and equipment.

3. The Grantee shall indemnify the Grantor from and against all loss, costs, injury, death, or damage to persons or property that at any time during the term of this Agreement may be suffered or sustained by any person or entity in connection with the grantee's activities conducted on the property, including the operation of the water main, except to the extent caused by the negligence or misconduct of the Grantor or its agents or employees.

4. The Grantor reserves the right to use the easement and the temporary construction easement for purposes that will not interfere with the Grantee's full enjoyment of the easement rights granted in this agreement. Grantor, however, shall not make grade changes exceeding one foot (1 foot) in the Utility Easement Area without prior written approval of Grantee. Grantee's activities shall not interfere with ingress or egress to Grantor's property unless required by public health and safety. Grantor shall not place any buildings, fences or structures which require footings in the easement area. No trees or bushes which would grow to more than four (4) feet in height shall be planted within said easement without approval of Grantee, Waukesha Water Utility.

5. The Grantee shall restore the surface of the premises of the Grantor, as nearly as is reasonably possible, to the condition existing prior to disturbance by any construction or installation of the improvements except that Grantee shall not be required to replace pavement, trees, shrubbery or other above-grade items existing on or within the Utility Easement Area.

6. All of the terms and conditions in this agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the Grantor and the Grantee and their respective successors and assigns. The party named as Grantor in this Agreement and any successor or assign to the Grantor as fee simple owner of the Property shall cease to have any liability under this Agreement with respect to facts or circumstances arising after the party has transferred its fee simple interest in the Property.

7. Non-use or limited use of the easement or temporary construction easement rights granted in this Agreement shall not prevent the benefiting party from later use of the easement or temporary construction easement rights to the fullest extent authorized in this Agreement.

8. The Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin. Grantee shall operate and maintain the water main in accordance with all applicable laws and industry standards.

9. This Agreement 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 Agreement and duly recorded in the office of the Register of Deeds of Waukesha County, Wisconsin.

10. All notices to either party to this Agreement shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party at that party's last known address. If the other party sending the notice may use the address to which the other party's property tax bills are sent. Either party may change its address for notice by providing written notice to the other party.

11. 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 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.

12. 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 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 Agreement.

13. Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting to threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the nonprevailing party. The Grantee shall take all reasonable action to prevent the attachment of any construction liens on the property as a result of its construction activities. In the event such a lien attaches, the Grantee shall take all reasonable action to discharge the lien.

14. Nothing in this Agreement shall be deemed to be a gift or dedication of any portion of the easements granted under this Agreement to the general public or for any public purpose whatsoever.

This instrument was drafted by:
Kelly Zylstra
Waukesha Water Utility

Linden Grove, Grantor

Name of person signing here, Position of person signing here

STATE OF WISCONSIN

COUNTY OF _____

Personally came before me this _____ day of _____, 2017, the above named

to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, _____ County, WI
My commission _____

Waukesha Water Utility, Grantee

Shawn Reilly, Mayor

Gina Kozlik, City Clerk/Treasurer

STATE OF WISCONSIN

COUNTY OF WAUKESHA

Personally came before me this _____ day of _____, 2016, the above named

to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Notary Public, _____ County, WI
My commission _____

CURVE TABLE					
CURVE NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	132.85'	165.00'	046°07'54"	N68°49'54"W	129.29'
C2	350.89'	485.00'	041°27'12"	N19°22'12"E	343.29'
C3	114.84'	235.00'	028°00'00"	(R) N14°00'00"W	113.70'
C4	281.43'	675.58'	028°00'54"	N74°39'04"E	278.64'
				(R) N76°00'27"E	
C5	161.84'	331.00'	028°00'55"	N74°39'04"E	160.24'
				(R) N76°00'27"E	

PARCEL 2
C.S.M. NO. 5464
OWNER: SUMMIT WOODS
LTD PARTNERSHIP

GRAPHICAL SCALE (FEET)
0 1" = 40' 80'



PARCEL 3A
(PART OF) LOT A
C.S.M. NO. 6888
138,388 SQ. FT.
3.1769 ACRES
TAX KEY # WAKC 0992-012

PROPOSED EASEMENT
FOR FUTURE EXPANSION

(PART OF)
LOT A
C.S.M. NO. 6888
OWNER: SCHOOL
DISTRICT OF WAUKESHA

(PART OF)
LOT B
C.S.M. NO. 6888
OWNER: SCHOOL
DISTRICT OF WAUKESHA

LEGEND OF SYMBOLS & ABBREVIATIONS

SEWER MANHOLE	FIBER OPTIC VAULT	SIGN
STORM MANHOLE	FIBER OPTIC MANHOLE	MAIL BOX
STORM INLET	TELEPHONE PEDESTAL	BIRD HOUSE
CLEANOUT	TELEPHONE MANHOLE	BASKETBALL HOOP
CATCH BASIN	TELEPHONE VAULT	BOLLARD
LATERAL	TRANSFORMER	CROSS CUT
UNKNOWN MANHOLE	ELECTRIC METER	IRON PIPE
WELL	ELECTRIC MANHOLE	IRON REBAR/ROD
HYDRANT	CABLE TV RISER/BOX	MAG NAIL
WATER VALVE	GAS VALVE	SECTION MONUMENT
DOWN SPOUT	GAS MANHOLE	BENCH MARK
SPRINKLER VALVE	GAS METER	CONIFER TREE
WATER SHUT OFF	GAS MARKER	DECIDUOUS TREE
STANDPIPE	AIR CONDITIONING UNIT	BUSH
FLOOD LIGHT	VENT	WETLAND SYMBOL
LIGHT POLE	SOIL BORING	CL. = CENTERLINE
TRAFFIC SIGNAL	DUMPSTER	CONC. = CONCRETE
UTILITY POLE	HANDICAP STALL	EL. = ELEVATION
GUY WIRE	SOIL BORING	EXT. = EXISTING
UNDERGROUND UTILITY LINES		
—	SANITARY SEWER	INV. = INVERT
—	STORM SEWER	MON. = MONUMENT
—	WATER MAIN	P.O.B. = POINT OF BEGINNING
—	FIBER OPTIC	P.O.C. = POINT OF COMMENCEMENT
—	TELEPHONE	R.O.W. = RIGHT OF WAY
—	ELECTRICAL	SEC. = SECTION
—	OVERHEAD WIRES	SQ. FT. = SQUARE FEET
—	CABLE TELEVISION	W/ = WITH
—	GAS MAIN	(R) = RECORDED AS
—	WETLANDS	

GENERAL NOTES

- Right of Way widths and locations are based on Certified Survey Map No. 9876 and Certified Survey Map No. 6888.
- Existing vehicular access to this subject property is via Michigan Avenue and North University Avenue being public right of ways.

STATEMENT OF ENCROACHMENTS

None Observed

LOCATION: 425 & 427 NORTH UNIVERSITY DRIVE
PART OF LOT A CSM NO. 6888 & LOT 1 CSM NO. 9876, BEING A PART OF SE 1/4 OF THE SE 1/4 OF SEC. 32, T7N, R19E AND PART OF THE NE 1/4 OF THE NE 1/4 OF SEC. 5, T6N, R19E, CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN

REVISIONS

NO.	REVIEW COMMENTS	DATE
1	REVIEW COMMENTS	07/18/2017
2	ZONING REPORT	08/01/2017