



# 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](mailto:contactus@waukesha-water.com)

## **MEMORANDUM**

Date: June 13, 2018

To: Dan Duchniak, P.E.

From: Chris Walter, P.E.

Re: Summit Woods – Water Main Easement

In effort to connect two dead end mains that serve both Summit Woods and Linden Grove communities, we are pursuing an easement connect the mains and create a water main loop. The improved fire flow protection and flows will serve both Linden Grove and Summit Woods. Linden Grove Inc. is requesting revision and an addition to the existing water main easement within their property. This project is located just east of University Drive and Chancery Lane. The water main will be centered within the 20-foot wide exclusive easement.

The easement is shown on the attached exhibits.

***Recommended Motion:*** Move to approve the water main easement for the Summit Woods, LTD at no cost to the utility.

Enc.

## UTILITY EASEMENT AGREEMENT

THIS UTILITY EASEMENT AGREEMENT is granted by Summit Woods LTD Partnership C/O Tarantino & Company, 20711 Watertown Road Suite A, Waukesha, WI 53186 (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 as Parcel 2, C.S.M No. 5464, Tax Key #WAKC 0992-011 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 A** (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

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

construction easement shall expire upon the completion of installation as contemplated in paragraph 1, 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:  
Chris J. Walter  
Waukesha Water Utility  
115 Delafield Street  
Waukesha, WI 53188

\_\_\_\_\_, Grantor

\_\_\_\_\_  
*Name of person signing here, Position of person signing here*

STATE OF WISCONSIN

COUNTY OF \_\_\_\_\_

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, 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 \_\_\_\_\_, 2018, 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 \_\_\_\_\_

# EXHIBIT A

## LEGAL DESCRIPTION:

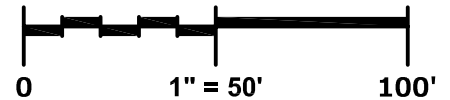
Being a part of Parcel 2 of Certified Survey Map No. 5464, as recorded in the Register of Deeds office for Waukesha County as Document No. 1473342, being a part of the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 32, Township 7 North, Range 19 East, in the City of Waukesha, Waukesha County, Wisconsin, described as follows:

Commencing at a south corner of Parcel 2 of said Certified Survey Map No. 5464; thence North 89°59'06" West along the south line of said Parcel 2, 96.38 feet to the Point of Beginning;

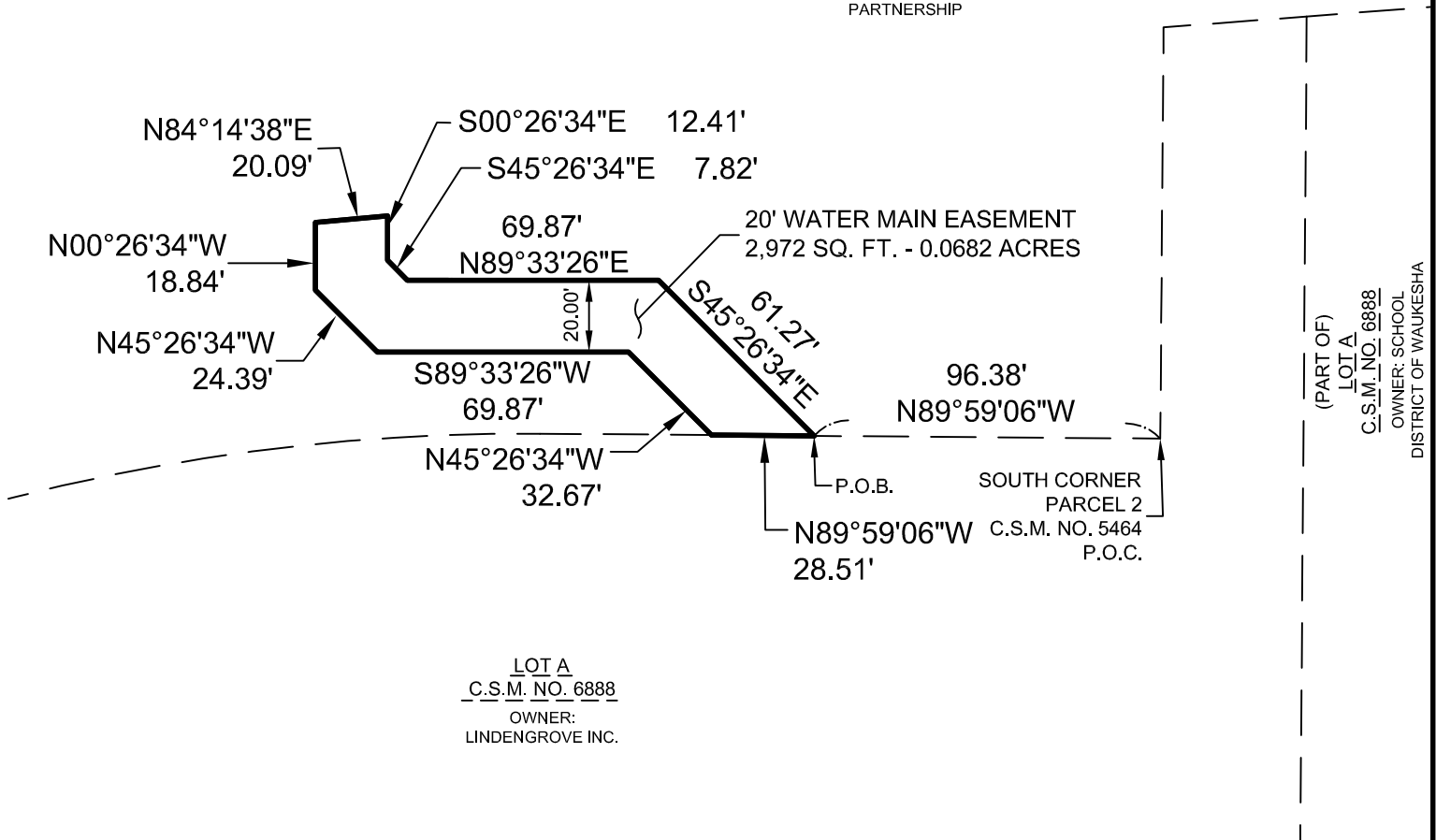
Thence continue North 89°59'06" West along said south line, 28.51 feet; thence North 45°26'34" West, 32.67 feet; thence South 89°33'26" West, 69.87 feet; thence North 45°26'34" West, 24.39 feet; thence North 00°26'34" West, 18.84 feet; thence North 84°14'38" East, 20.09 feet; thence South 00°26'34" East, 12.41 feet; thence South 45°26'34" East, 7.82 feet; thence North 89°33'26" East, 69.87 feet; thence South 45°26'34" East, 61.27 feet to the Point of Beginning.



GRAPHICAL SCALE (FEET)



PARCEL 2  
C.S.M. NO. 5464  
TAX KEY #  
WAKC 0992-011  
OWNER:  
SUMMIT WOODS LTD  
PARTNERSHIP



EXHIBIT

PINNACLE ENGINEERING GROUP

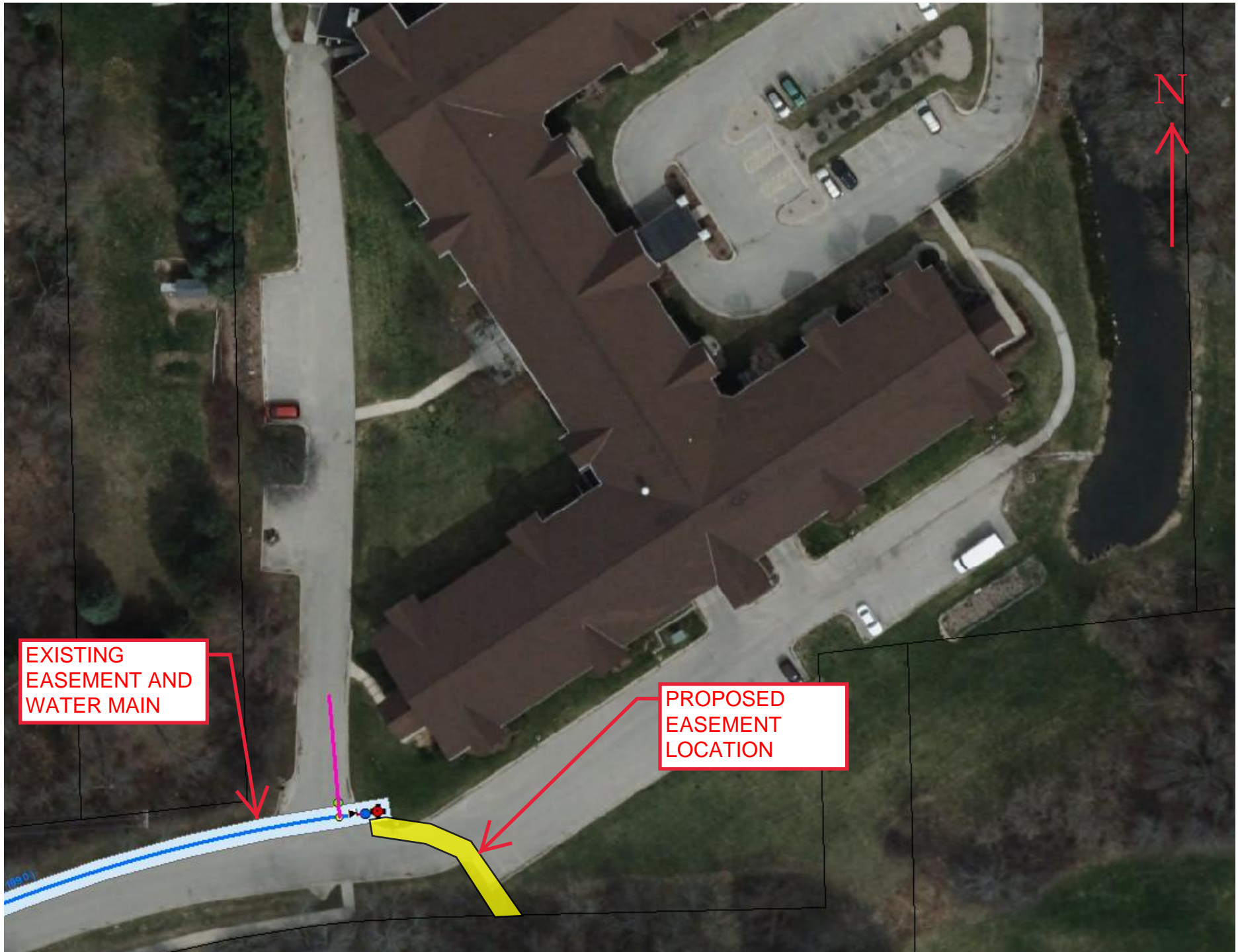
15850 W. BLUEMOUND ROAD | SUITE 210 | BROOKFIELD, WI 53005

WWW.PINNACLE-ENGR.COM

06/06/18

PLAN | DESIGN | DELIVER

PEG JOB#653.00



EXISTING  
EASEMENT AND  
WATER MAIN

PROPOSED  
EASEMENT  
LOCATION

N



THESE PLANS AND DESIGNS ARE COPYRIGHT PROTECTED AND MAY NOT BE USED IN WHOLE OR IN PART WITHOUT THE WRITTEN CONSENT OF PINNACLE ENGINEERING GROUP, LLC

DESIGNED: AEX

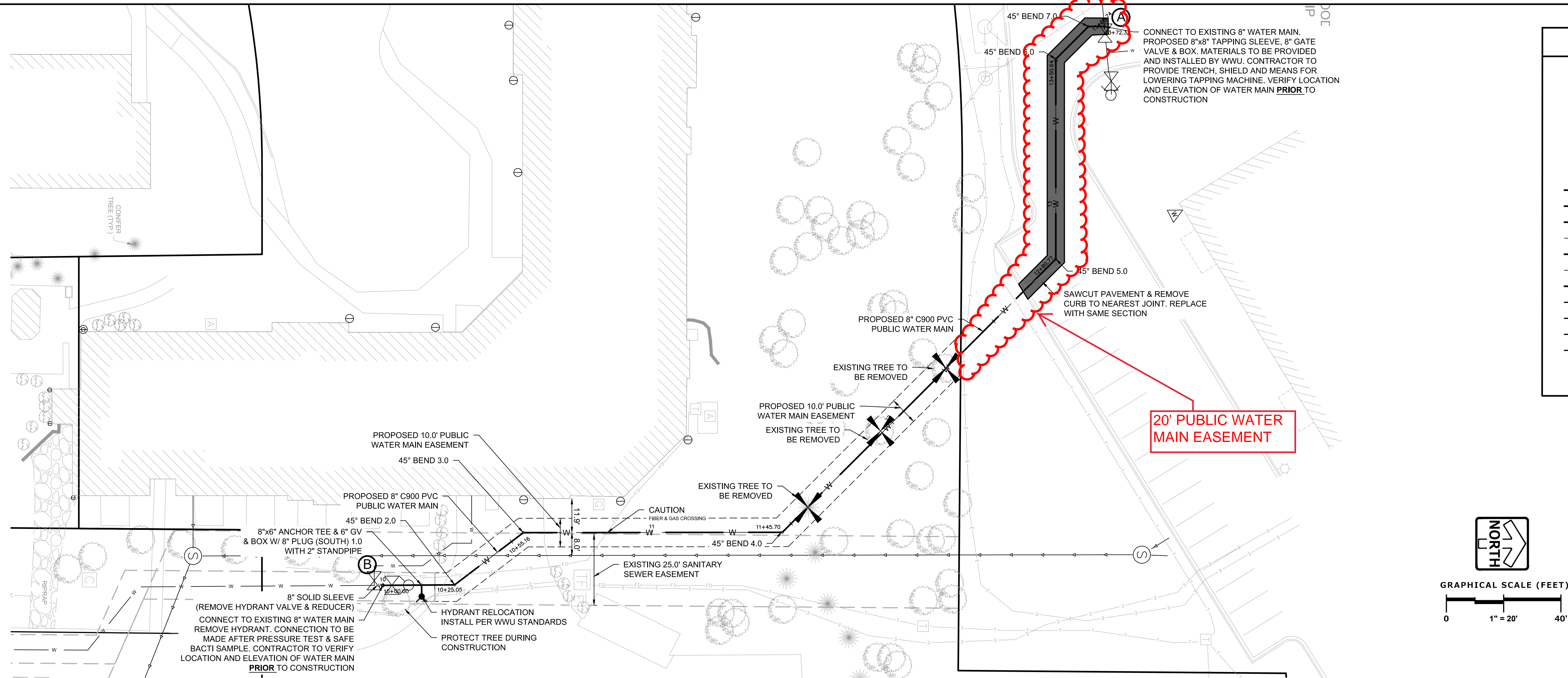
DRAWN: AEX

REVIEWED: AEX

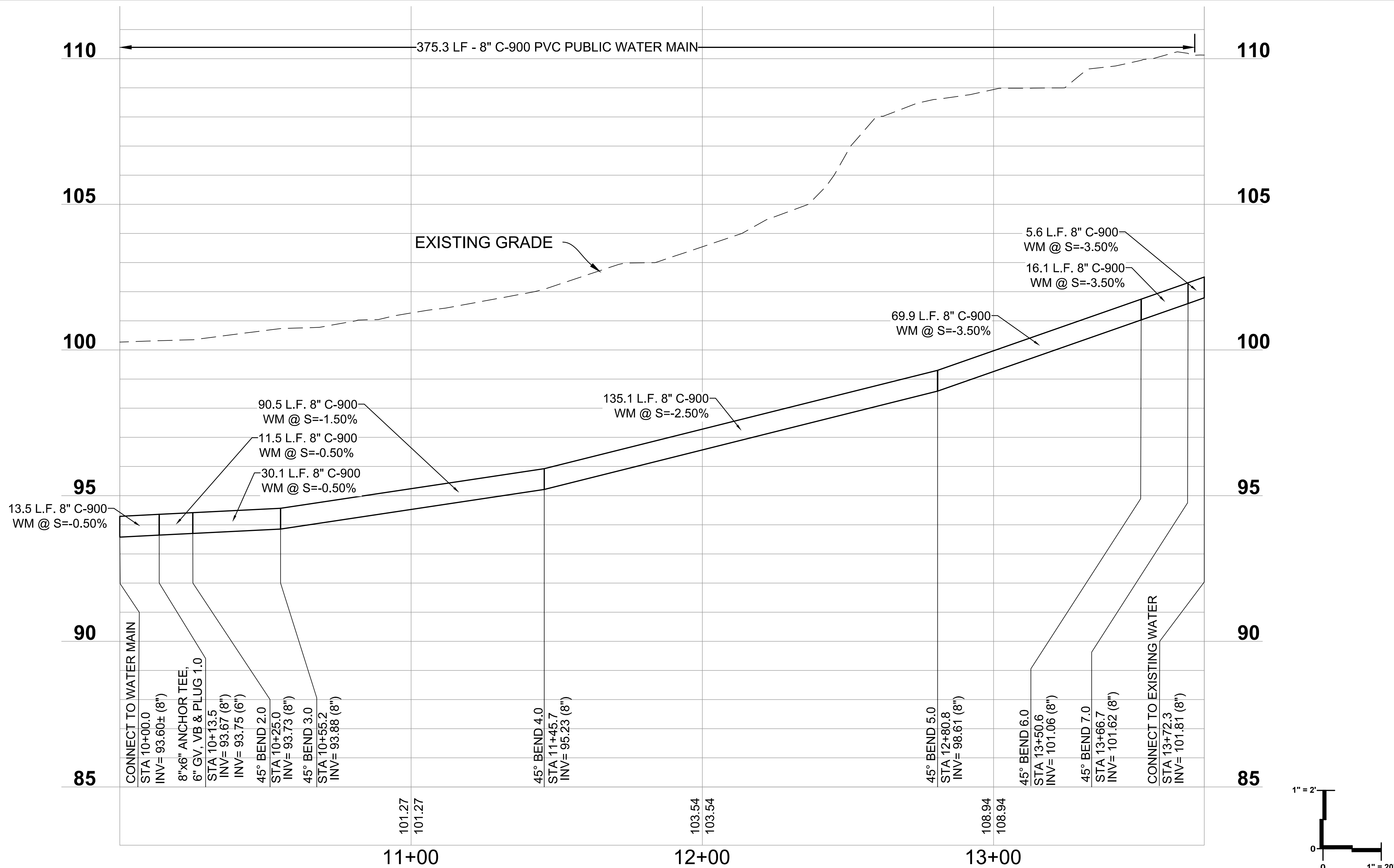
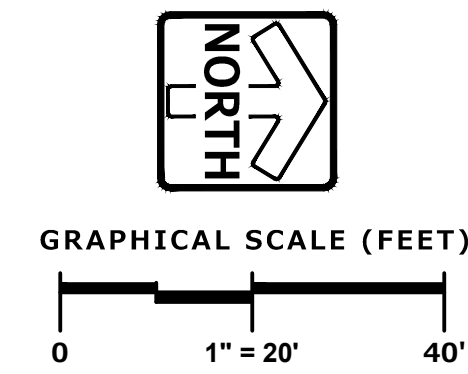
### WATER MAIN INSTALLATION SEQUENCE

1. WET TAP INTO EXISTING WATER MAIN ON SUMMIT WOODS PROPERTY AT A.
2. CONSTRUCT PROPOSED WATER MAIN FROM SUMMIT WOODS TO END OF EXISTING WATER MAIN AT B. PROPOSED WATER MAIN TO STOP SHORT OF EXISTING HYDRANT & INSTALL TEE, VALVE & 2" STAND PIPE. TEST MAIN.
3. SHUT OFF EXISTING VALVE AT C AND CONNECT PROPOSED MAIN AT B. MOVE EXISTING HYDRANT TO NEW LOCATION.
4. TAPPING SLEEVE & VALVE AT D AT ANY TIME.
5. CONSTRUCT LATERAL TO BUILDING AT E AND RECONNECT.
6. CLOSE VALVES AT C AND F. CONSTRUCT RELAY BETWEEN C AND F. REMOVE HYDRANT AT C AND PLACE AT G. TEST AND REOPEN VALVES AT C & F.

NOTE:  
INSTALL TO 8"x6" ANCHOR TEE, 6" GATE VALVE AND BLOCK. AFTER TESTING IS COMPLETED, REMOVE PLUG, VALVE, REDUCER AND RELOCATE HYDRANT. CONNECT WITH SOLID SLEEVE (THIS WORK MAY NEED TO BE DONE AT NIGHT SO WATER CAN BE SHUT OFF).



LEGEND	
	SANITARY SEWER MANHOLE
	STORM SEWER MANHOLE
	STORM SEWER CATCH BASIN (ROUND CASTING)
	STORM SEWER CATCH BASIN (RECTANGULAR CASTING)
	PRECAST CONCRETE FLARED END SECTION
	CLEANOUT
	VALVE BOX
	FIRE HYDRANT
	SANITARY SEWER
	FORCE MAIN
	STORM SEWER
	DRAIN TILE
	WATER MAIN
	FIRE PROTECTION
	UTILITY CROSSING
	ELECTRICAL CABLE
	GAS MAIN
	TELEPHONE LINE
	OVERHEAD WIRES
	LIGHTING
	ELECTRICAL TRANSFORMER OR PEDESTAL



REVISIONS	
1. ADDENDUM 1	8/30/17
2. ADDENDUM 2	9/18/17
3. ADDENDUM 3	10/10/17
4. ADDENDUM 4	12/18/17
5. PUBLIC WATER MAIN	02/21/18