



City of Waukesha
201 Delafield Street
Waukesha, WI 53188
Tel: 262.542.3700
waukesha-wi.gov

City of Waukesha Cover Sheet

Committee: Board of Public Works	BPW Meeting Date: 10/23/2025
ID Number: ID#25-02405	Ordinance/Resolution Number (if applicable):
Department Submitting: Department of Public Works	Common Council Meeting Date: 11/04/2025
Agenda Item Title: Review and possible action on the Sidewalk Easement between Wisconsin Gas, LLC, and the City of Waukesha located along 1830 S. West Avenue (Tax Key Number WAKC 1353346).	

Issue Before the Council:

Wisconsin Gas, LLC, (doing business as We Energies) will be constructing improvements to their property located at 1830 S. West Avenue. As part of the development drawings, a public sidewalk will be constructed along S. West Avenue. Due to design constraints, a portion of the sidewalk will be located on private property. The sidewalk easement will contain the public sidewalk that is located on private property. The easement conveys the rights, restrictions, and conditions that the City and Wisconsin Gas, LLC, will need to follow as part of the easement agreement and describes the area with the right to enter, assess, maintain, repair, inspect, the sidewalk, and requirement that the City sidewalk ordinance can be enforced within the easement area.

Options & Alternatives:

Not approving the easement would mean that the public sidewalk would not be installed with the development work.

Additional Details:

See attached formal easement document and corresponding property exhibits.

What is the Strategic Plan Priority this item relates to:

N/A

What impact will this item have on the Strategic Plan Priority?

N/A

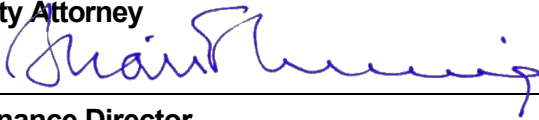
Financial Remarks:

There is no immediate cost to the City.

Suggested Motion:

Move to approve the Sidewalk Easement between Wisconsin Gas, LLC, and the City of Waukesha located along 1830 S. West Avenue (Tax Key Number WAKC 1353346) pending final review by the City Attorney.

Reviewed By:

City Attorney 	Date Reviewed 20 Oct 2025
Finance Director Joseph P. Ciarro	Date Reviewed
City Administrator Anthony W. Brown 	Date Reviewed 10/16/2025

This **PERMANENT LIMITED EASEMENT**, (the "Easement") is made by **Wisconsin Gas LLC, a Wisconsin limited liability company, doing business as We Energies** ("Grantor") to the **City of Waukesha, a municipal corporation** ("Grantee"). Grantor and Grantee may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

A. Grantor is the owner of certain real property located in the City of Waukesha, Waukesha County, State of Wisconsin, being more particularly described on Exhibit A attached hereto and incorporated herein ("Grantor's Property"); and

B. Grantee has requested that Grantor grant a permanent non-exclusive sidewalk easement upon and over that 4913 square feet portion of the Grantor Parcel more particularly described and depicted on the attached Exhibit B (the "**Easement Area**"), on the terms and conditions more fully set forth below.

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

RETURN TO:
WE ENERGIES
Attn: Maria Koerner
231 W. Michigan Street, P277
Milwaukee, WI 53203
Real-Estate@wecenergygroup.com

WAKC 1353346
Parcel Identification Number

1. **Recitals.** The foregoing recitals of fact are hereby incorporated herein to the same extent as if hereinafter fully set forth.
2. **Grant.** Grantor hereby conveys and grants to Grantee, its successors and assigns, a permanent non-exclusive easement to lay, install, construct, maintain, repair, reconstruct, and remove or abandon a sidewalk for pedestrian use.

Grantee may designate or otherwise appoint, assign, contract, and duly authorize other persons, firms, or corporations to perform, carry out and complete, in whole or in part, the activities and operations herein enumerated, as it deems necessary and convenient for the full enjoyment and use of the rights herein granted. Provided, however, prior to any construction on the Grantor's Property, all of Grantee's contractors, subcontractors, agents, persons, or firms shall provide to Grantor proof of insurance in the following amounts:

- A. Three Million U.S. Dollars (\$3,000,000) per occurrence General Liability Insurance coverage with Grantor named as an additional insured.
 - B. Three Million U.S. Dollars (\$3,000,000) each accident Business Automobile Liability Insurance covering the liability arising out of any auto (including owned, hired, and non-owned autos).
 - C. Workers Compensation coverage with state statutory limits and Employers Liability with a limit of One Million U.S. Dollars (\$1,000,000) each accident/each employee.
3. **Work Standard.** Grantee agrees that all work and construction completed within the Easement Area shall be in a good and workmanlike manner and in accordance with all applicable laws (including those related to permitting and inspections). Further, all work or construction in proximity to any of the Grantor's electrical or gas facilities shall be performed in conformance with all local, municipal, state, and federal laws, codes, regulations and requirements. Grantee shall not permit any liens to attach to the Grantor's Property or any part thereof by reason of the exercise by Grantee of its rights hereunder.
 4. **Restoration.** With the exception of the improvements permitted by this Easement, Grantee shall restore or cause to have restored the Grantor Parcel as nearly as is reasonably possible, to the condition existing prior

to such entry by Grantee or any of the Grantee Parties (the "Restoration"). For the avoidance of doubt, the Restoration does not apply to any tree limbs, shrubs, branches, roots, or other landscaping within the Easement Areas which may interfere with Grantee's use of the Easement Areas.

5. **Maintenance:** At Grantee's sole cost and expense, Grantee may construct, maintain (including the removal of trees and vegetation), repair and replace as necessary a sidewalk within the Easement Area. Grantee further agrees to keep all pavement and landscaping within the Easement Area in good condition and repair during the life of the Easement. Provided, however, Grantor shall be responsible for all snow removal.
6. **Reservation of Rights.** Grantor expressly reserves the right to use Grantor's Parcel (including the Easement Area) for all purposes that do not materially interfere with the purpose of this Easement.
7. **Structures and Improvements:** Grantor covenants and agrees that neither Grantor nor any of Grantor's contractors, employees, invitees or agents, or any tenants or users of Grantor's Property shall construct, place, plant, grant, or allow any structures or improvements, obstructions or impediments, of any kind or nature within the Easement Area.
8. **Indemnification:** The City of Waukesha covenants and agrees that it will indemnify and hold harmless Grantor and Grantor Parties from and against any and all liability, loss damage, claims, cost, or expense of any nature whatsoever arising out of or in connection with the use of the Easement Area by the City of Waukesha or any of its agents, contractors, or employees, except to the extent that such liabilities arise from the negligence or intentional acts of the Grantor or Grantor's agents, contractors, or employees; or from Grantor's breach of this Easement.
9. **Permits:** Grantee shall procure all necessary permits and approvals for the construction, operation, maintenance, repair, replacement, or removal of any improvements made by Grantee within the Easement Area.
10. **Rules and Regulations:** Grantee shall in the use and occupancy of the Easement Area comply with all laws, ordinances, rules, and regulations of the governmental authorities having jurisdiction over the Easement Area.
11. **Exercise of Rights:** The Parties agree that the complete exercise of the rights herein conveyed may be gradual and not fully exercised for some time in the future, and that none of the rights herein granted shall be lost by non-use for any length of time.
12. **Notice.** All notices, requests, consents, approvals and other communications required or permitted to be given pursuant to the provisions of this Easement shall be in writing and shall be deemed to have been given for all purposes (i) three (3) business days after having been sent by United States mail, by registered or certified mail, return receipt requested, postage prepaid, addressed to the applicable party at its address as stated below, (ii) one (1) business day after having been sent by Federal Express or other overnight courier service to the applicable party at its address as stated below, or (iii) upon receipt when sent by e-mail transmission to the applicable party at its address as stated below:

Notice to Grantor shall be addressed to:

We Energies
Attn: Property Management
231 West Michigan Street – P277
Milwaukee, WI 53203
(414) 221-2750
Real-Estate@wecenergygroup.com

Notice to Grantee shall be addressed to:

- 13. Governing Law.** This Easement shall be construed in accordance with the laws of the State of Wisconsin.
- 14. Binding Effect:** This Easement shall be a covenant running with the land and shall be binding upon, and inure to the benefit of the Parties and their heirs, legal representatives, executors, administrators, devisees, legatees, successors or assigns. The rights herein granted to Grantee may be assigned in whole or in part by Grantee at any time.
- 15. Attorneys' Fees.** Either party hereto (or their respective representatives, successors and assigns) may enforce this instrument by appropriate action and the prevailing party in such action shall be entitled to recover, as part of its costs, reasonable attorneys' fees and expenses incurred in such action.
- 16. Severability.** If any term, provision, or condition of this Easement shall, to any extent, be invalid or unenforceable, the remainder of this Easement (or the application of such term, provision or condition to persons or circumstances other than in respect of which it is invalid or unenforceable) shall not be affected thereby; and each term, provision and condition of this Easement shall be valid and enforceable to the fullest extent permitted by law.
- 17. Entire Agreement.** This Easement sets forth the entire understanding and agreement of the parties with respect to the matters described herein and all prior agreements, understandings, negotiations and discussions are integrated and merged into this Easement.
- 18. Counterparts.** This Easement may be executed in one or more counterparts, each of which shall be deemed an original and which, when taken together shall constitute one and the same instrument. Signature(s) of the parties to this Easement may be executed and notarized on separate pages.

[SIGNATURE PAGES FOLLOWS]

IN WITNESS WHEREOF, Grantor has executed this instrument this _____ day of _____, 20____.

GRANTOR:

Wisconsin Gas LLC, a Wisconsin limited liability company, doing business as We Energies

By: WEC Business Services LLC,
Its Affiliate and Agent

By: _____
Tonya M. Peters, Manager of Property Management

STATE OF WISCONSIN)
: SS
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____. 20____ the above-named Tonya M. Peters, Manager of Property Management of WEC Business Services LLC, Affiliate and Agent of Wisconsin Gas LLC to me known to be the person who executed the foregoing instrument on behalf of said corporation and acknowledged the same.

Notary Public Signature

Print Name: _____

Notary Public, State of _____

[Notary Seal]

My Commission Expires: _____

GRANTEE: City of Waukesha

By _____
(Signature)

(Printed Name)

By _____
(Signature)

(Printed Name)

STATE OF WISCONSIN)
 : SS.
WAUKESHA COUNTY)

Personally came before me this ____ day of , 20 ____, the above-named
_____, known to me to be the Mayor, and by
_____, known to me to be the _____
[TITLE], of the City of Waukesha, who executed the foregoing instrument
by its authority and on its behalf and acknowledged the same.

Notary Signature

Print Name: _____

Notary Public, State of _____

My Commission expires _____

[Notary Seal]

EXHIBIT "A"

Legal Description of Grantor's Property

All that part of Lot One (1), Block Thirteen (13), in Sunset Heights Subdivision, being a subdivision of a part of Section Fifteen (15), Township Six (6) North, Range Nineteen (19) East, City of Waukesha, bounded and described as follows: Commencing at the northeast corner of Block Thirteen (13), Sunset Heights Subdivision, said point being on the west line of South West Avenue; thence due south along the west line of South West Avenue a distance of one thousand two hundred sixty and forty-eight hundredths (1260.48) feet to the beginning of a curve; thence southeasterly a distance of one hundred twenty-eight and sixty-two hundredths (128.62) feet along the arc of said curve, the chord of which arc bears South four degrees twenty-two minutes fourteen seconds East (S. 4° 22' 14" E.) a distance of one hundred twenty-eight and forty-nine hundredths (128.49) feet to the point of beginning of lands herein described; thence continuing southeasterly along the arc of said curve a distance of three hundred eighty-six and thirty-four hundredths (386.34) feet, the chord of which arc bears South twenty-one degrees fifty-two minutes fifteen seconds East (S. 21° 52' 15" E.) a distance of three hundred eighty-two and ninety-seven hundredths (382.97) feet to the end of said curve; thence South thirty-five degrees no minutes no seconds East (S. 35° 00' 00" E.) a distance of three hundred nineteen and sixty-one hundredths (319.61) feet to the beginning of another curve; thence due west a distance of nine hundred four and ninety four hundredths (904.94) feet to the west line of Sunset Heights Subdivision; thence North no degrees six minutes no seconds East (N. 0° 06' 00" E.) along said west line a distance of six hundred seventeen and twenty-two hundredths (617.22) feet; thence due east a distance of five hundred seventy-seven and eighty-eight hundredths (577.88) feet to the point of beginning.

SIDEWALK EASEMENT

EXHIBIT B

PAGE 1

CLIENT

Ksingh & Associates

SITE ADDRESS

1830 S West Ave Waukesha, Waukesha County, Wisconsin

BASIS OF BEARINGS

Bearings are referenced to the Wisconsin State Plane Coordinate System (South Zone)NAD83(2011), in which the East line of the NW 1 / 4 of Section 15 bears S00°06'10"E.

CURVE TABLE

CURVE NO.	ARC	RADIUS	CH. BEARING	CHORD	DELTA
C1	52.04'	892.76'	N32°42'13"W	52.03'	003.2023
C2	43.41'	5061.78'	N34°24'31"W	43.41'	000.2929
C3	24.35'	2284.08'	N34°57'35"W	24.35'	000.3639
C4	48.17'	39774.30'	N35°09'06"W	48.17'	000.0410
C5	55.50'	8517.01'	N35°18'55"W	55.50'	000.2224
C6	47.19'	3155.30'	N34°56'53"W	47.19'	000.5125
C7	9.12'	1771.68'	N34°05'59"W	9.12'	000.1741
C8	5.04'	1762.88'	N28°10'44"W	5.04'	000.0950
C9	39.71'	1771.18'	N33°08'52"W	39.71'	001.1704
C10	49.23'	556.84'	N30°32'27"W	49.22'	005.0357
C11	51.54'	1154.03'	N26°39'36"W	51.53'	002.3332
C12	2.26'	772.36'	N25°10'44"W	2.26'	000.1004
C13	20.16'	770.91'	N21°30'15"W	20.15'	001.2953
C14	26.79'	771.36'	N22°36'20"W	26.79'	001.5924
C15	42.42'	524.59'	N19°44'28"W	42.41'	004.3800
C16	53.64'	976.28'	N16°50'59"W	53.64'	003.0854
C17	18.82'	895.49'	N13°54'19"W	18.82'	001.1215
C18	35.33'	447.60'	N12°44'53"W	35.33'	004.3123
C19	1.49'	1243.04'	N10°51'51"W	1.49'	000.0408
C20	30.42'	1234.62'	N17°41'28"W	30.42'	001.2442

REFERENCE
LINE OF 9'
WIDE SIDEWALK
EASEMENT

3.5'
5.5'

S WEST AVE
66' PUBLIC R.O.W.

C1
C2
C3
C4
C5
C6
C7
C8
C9
C10
C11
C12
C13
C14
C15
C16
C17
C18
C19
C20
L1
L2
L3
L4
NORTH LINE OF LOT 1 CSM NO. 10488
N89°53'48"E 296.60'

CHAPUT
LAND SURVEYS

234 W. Florida Street
Milwaukee, WI 53204

414-224-8068
www.chaputlandsurveys.com



Graphic Scale



1" = 60'

DRAFTED BY: haw
DATE: 5/29/2025
REVISED: 10/15/2025
Sheet 1 of 2
Drawing No. 5966.30

(POC)
CONC. MON. WITH
BRASS CAP NE COR.
OF NW 1/4 SEC. 15,
T06N, R19E.

S00°06'10"E 2651.17'
EAST LINE OF THE NW 1/4 SEC. 15

S00°06'10"E 2545.35'

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	N27°38'09"W	19.09'
L2	N29°17'33"W	22.78'
L3	N07°45'49"W	3.35'
L4	S00°36'26"W	1928.28'

CONC. MON. WITH
BRASS CAP SE COR.
OF NW 1/4 SEC. 15,
T06N, R19E.

SIDEWALK EASEMENT EXHIBIT B

PAGE 2

LEGAL DESCRIPTION

That part of Lot 1, Block 13 Sunset Heights Subdivision and part of the Southwest 1/4 of the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 15, Township 11 North, Range 19 East, in the City of Waukesha, County of Waukesha, State of Wisconsin bounded and described as follows:

A 9.00 foot wide strip of land lying 3.50 feet westerly and 5.50 feet easterly of the below described reference line all lying in the Southeast 1/4 of the Northwest 1/4 and the Southwest 1/4 of the Northeast 1/4 of Section 15, Township 06 North, Range 19 East in the City of Waukesha, Waukesha County, Wisconsin, said reference line is bounded and described as follows:

Commencing at the Northeast corner of the Northwest 1/4 of Section 15; thence South 00°06'10" East along the East line of said 1/4 Section 2545.35 feet to the North line of Lot 1 of Certified Survey Map 10488; thence North 89°53'48" East along said North line 296.60 feet to the point of beginning of said centerline; thence North 27°38'09" West 19.09 feet to a point; thence North 29°17'33" West 22.78 feet to a point of curvature; thence Northwesterly 52.04 feet along an arc of a curve, whose center lies to the Southwest, whose radius is 892.76 feet, and whose chord bears North 32°42'13" West 52.03 feet to a point of curvature; thence Northwesterly 43.41 feet along an arc of a curve, whose center lies to the Southwest, whose radius is 5061.78 feet, and whose chord bears North 34°24'31" West 43.41 feet to a point of curvature; thence Northwesterly 24.35 feet along an arc of a curve, whose center lies to the Southwest, whose radius is 2284.08 feet, and whose chord bears North 34°57'35" West 24.35 feet to a point of reverse curvature; thence Northwesterly 48.17 feet along an arc of a curve, whose center lies to the Northeast, whose radius is 39774.30 feet, and whose chord bears North 35°09'06" West 48.17 feet to a point of reverse curvature; thence Northwesterly 55.50 feet along an arc of a curve, whose center lies to the Southwest, whose radius is 8517.01 feet, and whose chord bears North 35°18'55" West 55.50 feet to a point of reverse curvature; thence Northwesterly 47.19 feet along an arc of a curve, whose center lies to the Northeast, whose radius is 3155.30 feet, and whose chord bears North 34°56'53" West 47.19 feet to a point of curvature; thence Northwesterly 9.12 feet along an arc of a curve, whose center lies to the Northeast, whose radius is 1771.68 feet, and whose chord bears North 34°05'59" West 9.12 feet to a point of curvature; thence Northwesterly 5.04 feet along an arc of a curve; whose center lies to the Northeast, whose radius is 1762.88 feet, and whose chord bears North 28°10'44" West 5.04 feet to a point of curvature; thence Northwesterly 39.71 feet along an arc of a curve; whose center lies to the Northeast, whose radius is 1771.18 feet, and whose chord bears North 33°08'52" West 39.71 feet to a point of curvature; thence Northwesterly 49.23 feet along an arc of a curve, whose center lies to the Northeast, whose radius is 556.84 feet, and whose chord bears North 30°32'27" West 49.22 feet to a point of curvature; thence Northwesterly 51.54 feet along an arc of a curve, whose center lies to the Northeast, whose radius is 1154.03 feet, and whose chord bears North 26°39'36" West 51.53 feet to a point of curvature; thence Northwesterly 2.26 feet along an arc of a curve, whose center lies to the Northeast, whose radius is 772.36 feet, and whose chord bears North 25°10'44" West 2.26 feet to a point of curvature; thence Northwesterly 20.16 feet along an arc of a curve, whose center lies to the Northeast, whose radius is 770.91 feet, and whose chord bears North 21°30'15" West 20.15 feet to a point of curvature; thence Northwesterly 26.79 feet along an arc of a curve, whose center lies to the Northeast, whose radius is 771.36 feet, and whose chord bears North 22°36'20" West 26.79 feet to a point of curvature; thence Northwesterly 42.42 feet along an arc of a curve, whose center lies to the Northeast, whose radius is 524.59 feet, and whose chord bears North 19°44'28" West 42.41 feet to a point of curvature; thence Northwesterly 53.64 feet along an arc of a curve, whose center lies to the Northeast, whose radius is 976.28 feet, and whose chord bears North 16°50'59" West 53.64 feet to a point of curvature; thence Northwesterly 18.82 feet along an arc of a curve, whose center lies to the Northeast, whose radius is 895.49 feet, and whose chord bears North 13°54'19" West 18.82 feet to a point of curvature; thence Northwesterly 35.33 feet along an arc of a curve, whose center lies to the Northeast, whose radius is 447.60 feet, and whose chord bears North 12°44'53" West 35.33 feet to a point of curvature; thence Northwesterly 1.49 feet along an arc of a curve, whose center lies to the Northeast, whose radius is 1243.04 feet, whose chord bears North 10°51'51" West 1.49 feet to a point of curvature; thence Northwesterly 30.42 feet along an arc of a curve, whose center lies to the Northeast, whose radius is 1234.62 feet, and whose chord bears North 17°41'28" West 30.42 feet to a point; thence North 07°45'49" West 3.35 feet to the point of termination of said centerline, said point being South 00°36'26" West 1928.28 feet from the point of commencement.

Said lands containing 6,317 square feet or 0.1450 acres.

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DRAFTED BY: haw
DATE: 5/29/2025
REVISED: 10/15/2025
Sheet 2 of 2
Drawing No. 5966.30