



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	Meeting Date: 6/17/2025 (Council Meeting)
ID Number: ID#25-00962	Ordinance/Resolution Number (if applicable): N/A
Department Submitting: Department of Public Works	Submission Date: 6/5/2025 (BPW Meeting)
Agenda Item Title: Review and possible action on the Public Sanitary Sewer Easement Agreement (Lots 1 and 2) between Continental 665 Fund, LLC. and the City of Waukesha.	

Issue Before the Council: Continental 665 Fund, LLC is currently completing development work along Summit Avenue. As part of the development work, public sanitary sewer is being installed outside of the right-of-way to serve this development and also the future single-family development to the east (Winterberry Reserve). This easement would cover the new sanitary sewer main and protect the public infrastructure moving forward. The easement is currently reflected on the recorded Certified Survey Map (CSM) for the development; however, the easement document provides additional language and restrictions of the easement.
Options & Alternatives: The easement could not be approved, however, the additional details of the easement shown on the CSM would not be recoded with the property.
Additional Details: The sanitary sewer easement document is attached.

What is the Strategic Plan Priority this item relates to:

People Centered Development

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

Moving forward with the easement document would ensure the protection of public infrastructure and support the current active development projects on the property.

Financial Remarks:

There are no immediate financial obligations for the City.

Executive Recommendation:

Recommend approval of the Public Sanitary Sewer Easement Agreement (Lots 1 and 2) between Continental 665 Fund, LLC. and the City of Waukesha.

Recommended Motion:

Recommend approval to Council of the Public Sanitary Sewer Easement Agreement (Lots 1 and 2) between Continental 665 Fund, LLC. and the City of Waukesha pending final review by the City Attorney.

Reviewed By:

Reviewer #1 Name & Title Brian Running, City Attorney	Reviewer Signature 
Reviewer #1 Name & Title Joseph Ciarro, Finance Director	Reviewer Signature 
City Administrator Anthony Brown	Reviewer Signature 

EASEMENT
Sanitary Sewer Easement Agreement

Parcel ID Numbers: WAKC 0991 999 002 and part of WAKC 0991 999 003

After recording return to:
City of Waukesha Engineering Dept
130 Delafield St
Waukesha WI 53188

The Grantor, **Continental 665 Fund LLC**, for a good and valuable consideration, the receipt of which is acknowledged, hereby conveys to the Grantee, the **City of Waukesha, Wisconsin**, a permanent 20-foot wide sanitary sewer easement, referred to as the Easement Area, legally described as follows, subject to all of the terms stated below:

Being a part of Lots 1 and 2 of Certified Survey Map No. 12535, in the Northeast ¼, Southeast ¼ and Southwest ¼ of the Southwest ¼, Section 32, Township 7 North, Range 19 East, City of Waukesha, Waukesha County, Wisconsin, described as follows:
Commencing at the northeast corner of the Southwest ¼ of said Section 32; thence South 01°28'58" East long the East line of said Southwest ¼, 1321.32 feet to the North right of way line of Summit Avenue; thence South 84°21'22" West along said North right of way line, 202.00 feet; thence North 05°38'38" West, 9.50 feet to the Point of Beginning; thence South 84°21'22" West, 1228.00 feet; thence South 03°37'37" East, 9.63 feet to the aforesaid North right of way line; thence South 84°21'22" West along said North right of way line 20.26 feet; thence North 03°37'37" West, 29.89 feet; thence North 84°21'22" East, 1245.00 feet; thence South 05°38'38" East, 20.00 feet to the Point of Beginning.

Also see the attached Exhibit 1.

Terms of Easement

1. **Grant of Easement.** The Grantor grants to the Grantee a perpetual easement and right-of-way over, upon and beneath the surface of the Easement Area to install, construct, operate, inspect, maintain, repair, improve, supplement, reconstruct, and remove underground sanitary sewer utility facilities, including sanitary sewer pipes and appurtenances ordinarily associated with such facilities, such as drains, manholes, collectors, valves, connections, and junction boxes; along with a right of ingress and egress across the Easement Area and Outlot 1 of CSM 12535 as reasonably required for the Grantee and the Grantee's contractors to perform such work. The size, type and quantity of the underground sanitary sewer utility facilities shall be as determined by the Grantee, and all such facilities shall be located at or below grade.
2. **Restrictions within Easement Area.** Grantor, and any persons or entities under contract with Grantor or subject to Grantor's direction or control, shall not do any of the following within the Easement Area without the expressed, written, prior approval of the Grantee:
 - a. Place or construct any buildings or other permanent structures.
 - b. Change the grade elevations.
 - c. Excavate.
 - d. Plant trees or bushes that would reasonably be expected to grow to more than four feet in height.
 - e. Drive posts, drive stakes longer than 12 inches, drive pilings, drive helical footings, or bore holes of any size.

- f. Place any items or do any acts which reasonably should be expected to interfere with Grantee's rights granted in section 1.
3. **Removal of Items from Easement Area.** In order to perform any activities authorized in section 1, Grantee may remove any items from the Easement Area which are in violation of the restrictions in section 2, and Grantee shall not be liable for damage to such items resulting from removal. However, Grantee shall provide advance notice of work to be performed in the Easement Area, and shall cooperate with Grantor to minimize damage to items to be removed from the Easement Area.
4. **Indemnification.** The Grantee shall indemnify the Grantor from and against all damages, liabilities and losses, including those arising from personal injury, death, and property damage, and including reasonable attorney fees, arising as a proximate result of Grantee's presence upon, use of, installation of improvements on or in, or exercise of the rights granted by this instrument on or in the Easement Area; except those liabilities, damages or losses arising from the acts or omissions of the Grantor or Grantor's permittees, licensees, employees, agents, or contractors.
5. **Restoration of Surface.** Grantee shall restore the surface, including pavement, of the Easement Area and the parcel across which the Easement Area lies, disturbed by any of Grantee's acts permitted under section 1, as nearly as is reasonably possible to its condition before the disturbance.
6. **Covenants Run with Land.** All of the terms and conditions of this instrument shall run with the land, shall be binding upon and inure to the benefit of, all of Grantor's and Grantee's successors in interest.
7. **No Waiver by Non-Use.** Neither non-use nor limited use of the rights granted by this instrument shall constitute a waiver or partial waiver of later exercise and enforcement of such rights.
8. **Governing Law.** This instrument shall be construed and enforced in accordance with the laws of the State of Wisconsin.
9. **Entire Agreement.** This instrument 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 recorded in the office of the Register of Deeds of Waukesha County, Wisconsin.
10. **Severability.** If any term or condition of this instrument is deemed invalid or unenforceable by a court of competent jurisdiction, such invalid or unenforceable provision shall be severed and the remainder shall remain fully enforceable.
11. **Costs of Enforcement.** If a lawsuit is commenced to enforce this instrument, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees.
12. **No Public Dedication.** The rights granted by this instrument shall not be deemed to be a public dedication of any fee interest in the Easement Area.

Dated the _____ day of _____, 2025.

Grantor: Continental 665 Fund, LLC

By Continental Properties Company, Inc., its Manager

By: Daniel J. Minahan, President

State of Wisconsin }
 } ss.
Waukesha County }

Daniel J. Minahan, President of Continental Properties, Inc., the manager of Continental 665 Fund LLC, personally came before me this _____ day of _____, 2025, and is known to me to be the person who executed this instrument in the indicated capacity and acknowledged the same.

_____, Notary Public,
_____, County, Wisconsin
My commission (is permanent)(expires_____)

Grantee: City of Waukesha

By Shawn N. Reilly, Mayor

Attest: Katie L. Panella, City Clerk

State of Wisconsin }
 } ss.
Waukesha County }

Shawn N. Reilly and Katie L. Panella personally came before me this _____ day of _____, 2025, and are known to me to be the persons who executed this instrument in the indicated capacities and acknowledged the same.

_____, Notary Public,
Waukesha County, Wisconsin
My commission (is permanent)(expires_____)

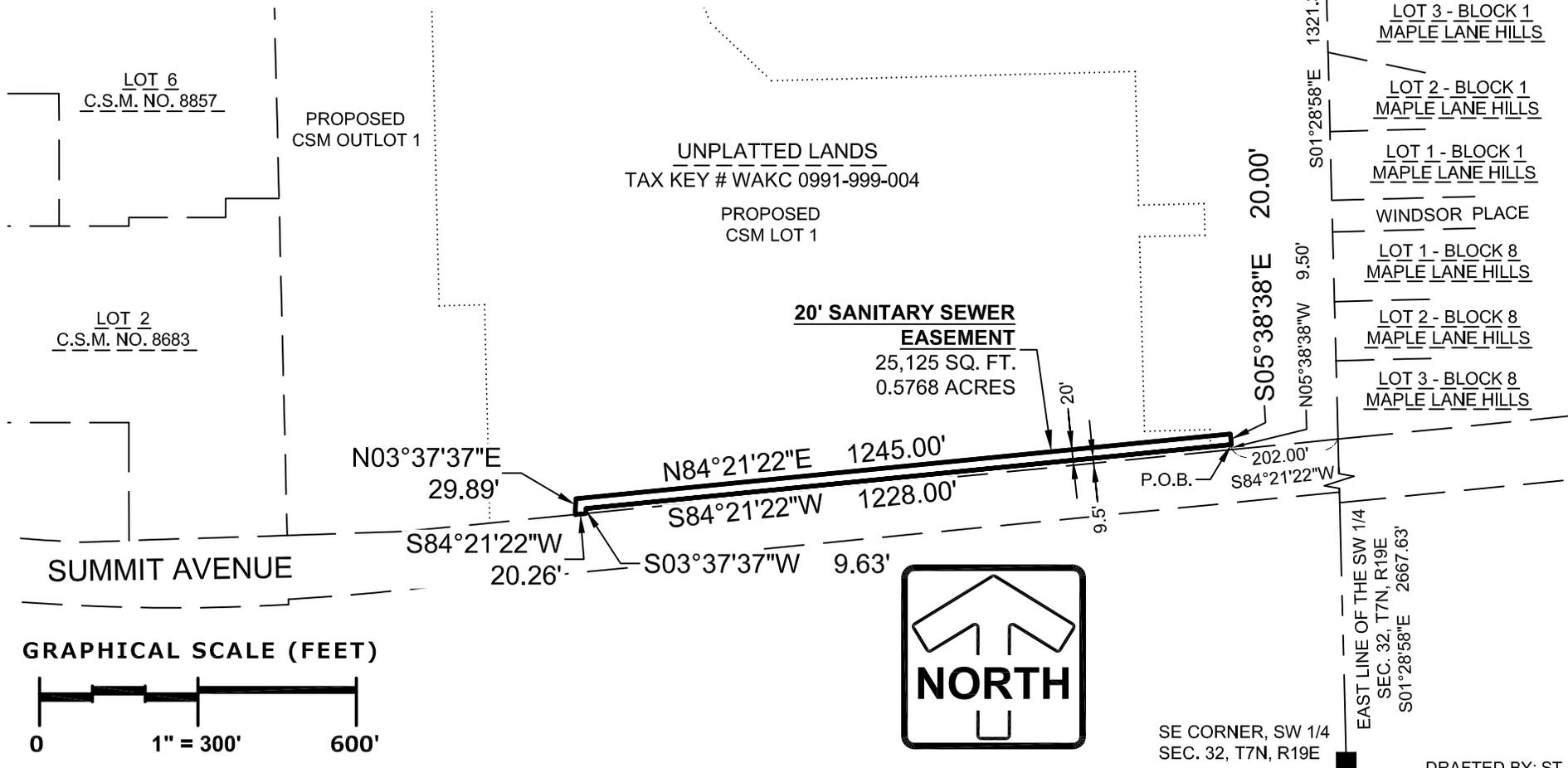
This instrument was drafted by Brian E. Running, City Attorney, Waukesha, Wisconsin.

LEGAL DESCRIPTION:

Being a part of Lot 1 and Lot 2 of Certified Survey Map No. _____, in the Northeast 1/4, Southeast 1/4 and Southwest 1/4 of the Southwest 1/4, Section 32, Township 7 North, Range 19 East, City of Waukesha, Waukesha County, Wisconsin, described as follows:

Commencing at the northeast corner of the Southwest 1/4 of said Section 32; thence South 01°28'58" East along the east line of said Southwest 1/4, 1321.32 feet to the north right of way line of Summit Avenue; thence South 84°21'22" West along said north right of way line, 202.00 feet; thence North 05°38'38" West, 9.50 feet to the Point of Beginning;

Thence South 84°21'22" West, 1228.00 feet; thence South 03°37'37" East, 9.63 feet to the aforesaid north right of way line; thence South 84°21'22" West along said north right of line, 20.26 feet; thence North 03°37'37" West, 29.89 feet; thence North 84°21'22" East, 1245.00 feet; thence South 05°38'38" East, 20.00 feet to the Point of Beginning.



EXHIBIT

PINNACLE ENGINEERING GROUP

20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186

04/09/2024

PLAN | DESIGN | DELIVER

WWW.PINNACLE-ENGR.COM

PEG JOB#2827.00