

ENROLLED ORDINANCE 180-52

ACCEPT RECREATION TRAIL EASEMENT FROM GENESEE LAKE ROAD, LLC FOR THE PURPOSE OF ALLOWING A PUBLIC RECREATION TRAIL ACROSS PROPERTY KNOWN AS THE BARK RIVER CONSERVANCY, AND AUTHORIZE RELEASE OF AN EXISTING TRAIL EASEMENT ACROSS THE SAME PROPERTY

WHEREAS, Genesee Lake Road, LLC, hereinafter referred to as “GLR” is the owner of certain lands known as the Bark River Conservancy, hereinafter referred to as “the Property,” shown on the attached Exhibit A; and

WHEREAS, the Waukesha County Park and Open Space Plan identifies certain land within the Property for creation of a future recreation trail; and

WHEREAS, Waukesha County currently possesses trail easement rights on the Property through an existing trail easement granted to Waukesha County which was recorded with the Waukesha County Register of Deeds on October 19, 2007, as Document Number 3521276; and

WHEREAS, GLR has requested to vacate the existing trail easement and to grant a new trail easement to Waukesha County because portions of the existing easement fall onto new lots of the proposed subdivision and will conflict with stormwater management; and

WHEREAS, GLR wishes to grant to Waukesha County a public recreation trail easement upon, within, over and across a certain portion of the Property as shown and described on attached Exhibits A and B; and

WHEREAS, GLR has agreed to grant Waukesha County permanent access and easement rights for a recreation trail easement shown and described on attached Exhibits A and B to construct, reconstruct, operate, repair, maintain and remove a public recreation trail across the Property; and

WHEREAS, the existing recreation trail easement on the property will be vacated and replaced by this new trail easement; and

WHEREAS, Waukesha County must release all of its right, title and interest arising under the prior easement to accept the new trail easement; and

THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS that Waukesha County is authorized to accept the public recreation trail easement from Genesee Lake Road, LLC.

BE IT FURTHER ORDAINED that Waukesha County is authorized to release all its rights, title and interest arising under the prior easement recorded as Document Number 3521276 in the Waukesha County Register of Deeds Office.


BE IT FURTHER ORDAINED that the Director of Parks and Land Use may execute said easement agreement on behalf of Waukesha County.

ACCEPT RECREATION TRAIL EASEMENT FROM GENESEE LAKE ROAD, LLC FOR THE PURPOSE OF
ALLOWING A PUBLIC RECREATION TRAIL ACROSS PROPERTY KNOWN AS THE BARK RIVER CONSERVANCY,
AND AUTHORIZE RELEASE OF AN EXISTING TRAIL EASEMENT ACROSS THE SAME PROPERTY

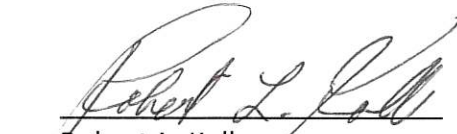
Presented by:

Land Use, Parks, and Environment Committee


Christine M. Howard, Chair

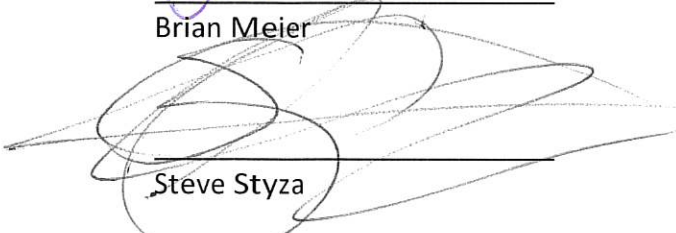

Wayne Euclide


John G. Gscheidmeier



Robert L. Kolb


Johnny Koremenos


Brian Meier


Steve Styza

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

Date: 12-01-2025 
Margaret Wartman, County Clerk

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

Approved: X

Vetoed: _____

Date: 12-1-2025 
Paul Farrow, County Executive

**TRAIL EASEMENT AGREEMENT &
RELEASE OF RECORDED EASEMENT**

Document Number

THIS AGREEMENT, made this [day] of [month], [year], by and between Genesee Lake Road, LLC, with its principal place of business at N118 W18531 Bunsen Drive, Germantown, WI 53022, hereinafter referred to as "Grantor", and Waukesha County, a quasi-municipal corporation organized and existing under the laws of the State of Wisconsin, with its principal office at 515 W. Moreland Blvd. Waukesha, WI 53188, hereinafter referred to as "Grantee".

RECITALS:

WHEREAS, the Grantor is the owner of certain real property, known as the Bark River Conservancy, located in part of the NW ¼ and the SW ¼ or the NE ¼ and part of the SE ¼ and the SW ¼ of the NW ¼ of Section 26, Town 7 North, Ranger 17 East, Village of Summit, Waukesha County, State of Wisconsin (the "Property").

WHEREAS, Grantee currently holds a separate trail easement over a portion of the Property and adjoining property recorded with the Waukesha County Register of Deeds on October 19, 2007 as Document Number 3521276 which will be released and replaced by this Agreement.

WHEREAS, the Grantee has requested that Grantor grant a public recreation trail easement upon, within, beneath, over and across a certain portion of the Property (the "Easement Area") as more particularly described as follows:

See attached Plat in Exhibit A and legal description in Exhibit B.

Recording Area

Name and Return Address

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

SUMT0678996

Parcel Identification Number (PIN)

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties agree as follows:

AGREEMENT:

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

1. **Grant of Easement.** Grantor hereby grants to Grantee permanent access and easement rights upon the Easement Area described in Exhibits A and B to construct, reconstruct, operate, repair, maintain, and remove a public recreation trail across the Property for the purposes of public recreation (the "Trail"), including the right to operate necessary equipment thereon. 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 Area with respect to the premises is shown on the plan attached hereto as Exhibit A and the legal description attached hereto as Exhibit B, which is incorporated by reference and made a part hereof.

2. **Release of Recorded Easement.** Grantee, releases all of its right, title and interest arising under its prior trail easement recorded with the Waukesha County Register of Deeds on October 19, 2007 as Document Number 3521276 and said easement is hereby vacated. All rights, duties, and privileges associated with said easement are terminated effective upon execution of this Agreement.
3. **Conditions and Restrictions.** The easement is granted subject to the following terms:
 - a. The Easement Area shall be twenty (20) feet in width, consisting of a ten (10) foot asphalt paved trail, the centerline of which follows the centerline of the Easement Area, and with five (5) foot shoulders on each side of the Trail. The cross-section of the Trail is set forth in Exhibit C which is attached and incorporated herein by reference.
 - b. Within the Easement Area described in Exhibits A and B, Grantee may temporarily or permanently slope lands in order to establish grades for the Trail in order to properly drain the paved trail. This would include but not be limited to placement of culverts as necessary under such trail for drainage purposes. To the extent land must be disturbed in order to properly slope areas adjacent to this Trail, Grantee agrees to restore such lands in a timely and workmanlike manner. However, Grantee may not slope lands or divert water in such a manner that it creates additional wetlands or in any other way impairs the areas located outside the Easement Area.
 - c. All public use of this Easement Area shall be by foot, snowshoe, ski, bike or other non-motorized use except for authorized Waukesha County Parks System maintenance and enforcement vehicles.
 - d. If a public recreation trail is constructed in the Easement Area, Grantee will manage vegetation in the 20-foot trail, through selective planting or removal of trees or other exotic or nuisance plant species, in order to maintain and enhance the scenic, natural and ecological value of the trail corridor, including mowing of the five (5) foot shoulders.
 - e. Grantee is granted the right to prohibit access to the Easement Area to all users through the installation of gates or other obstructions and to limit access by or exclude the public by appropriate means from any portion of the trail corridor not in use as necessary for maintenance.
 - f. Grantee may erect, maintain, and re-erect, as Grantee deems necessary, at Grantee expense, signs advising lot owners whose lands include those in the Easement Area of the restrictions created herein. A sign may be placed by Grantee on such lot owners' lot lines where they intersect the Easement Area. Such signs shall be not greater than four square feet and shall face away from the Easement Area containing logo and language substantially as follows: Waukesha County Park System Easement Boundary.
4. **Miscellaneous Provisions.**
 - a. This Easement shall run with the land.
 - b. **Notices.** All notices to Grantee, 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 Grantor shall be sent by certified U.S. Mail, Return Receipt Requested, addressed to John Stoker, President of Sole Member, Genesee Lake Road, LLC, N118 W18531 Bunsen Drive, Germantown, WI 53022.
 - c. **Recording.** This Agreement shall be duly recorded in the office of the Register of Deeds of Waukesha County, Wisconsin by Waukesha County.

- d. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.
- e. 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 of 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. 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 part of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms of conditions of this Agreement.
- f. This Agreement and the rights conveyed herein shall be binding upon and/or inure to the benefits of the successors and assigns of all parties hereto. Grantee may assign this Agreement provided that the assignee will carry out the rights and obligations of this Agreement.

SIGNATURE OF GRANTOR

Genesee Lake Road LLC

By: _____
John Stoker
President of Sole Member

Date: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF WAUKESHA

This instrument was acknowledged before me on the _____ day of _____, 2025
by John Stoker, President of Sole Member, on behalf of Genesee Lake Road LLC.

Notary Public, State of Wisconsin
My commission expires: _____

SIGNATURE OF GRANTEE

COUNTY OF WAUKESHA

By: _____

Date: _____

Dale R. Shaver

Director

Waukesha County Department of Parks and Land Use

ACKNOWLEDGMENT

STATE OF WISCONSIN

COUNTY OF WAUKESHA

This instrument was acknowledged before me on the _____ day of _____, 2025
by Dale R. Shaver, Director of the Waukesha County Department of Parks and Land Use, on behalf
of Waukesha County.

Notary Public, State of Wisconsin

My commission expires: _____

This document was drafted by
Attorney Demetra Christopoulos
Waukesha County Corporation Counsel Office
515 W. Moreland Blvd., Room AC-330
Waukesha, WI 53188

BARK RIVER CONSERVANCY

UNPLATTED LANDS BEING PART OF THE NW 1/4 AND THE SW 1/4 OF THE NE 1/4 AND PART OF THE SE 1/4 AND THE SW 1/4 OF THE NW 1/4 OF SECTION 25, TOWN 7 NORTH, RANGE 17 EAST, VILLAGE OF SUMMIT, WISCONSIN COUNTY, WISCONSIN.

TRAIL EASEMENT LINE TABLE

LINE	BEARING	DISTANCE
1	S 89°58'11" E	630.31'
2	S 89°58'11" E	630.31'
3	S 89°58'11" E	630.31'
4	S 89°58'11" E	630.31'
5	S 89°58'11" E	630.31'
6	S 89°58'11" E	630.31'
7	S 89°58'11" E	630.31'
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94	S 89°58'11" E	630.31'
95	S 89°58'11" E	630.31'
96	S 89°58'11" E	630.31'
97	S 89°58'11" E	630.31'
98	S 89°58'11" E	630.31'
99	S 89°58'11" E	630.31'
100	S 89°58'11" E	630.31'

EXHIBIT A

There are no alterations to this data with respect to
 Series 250 (15, 250 to 250.20 and 250.21) and (21)
 Wisconsin State as provided by s. 250.12, Wis. Stat.
 Certified _____ 20____
 Department of Administration

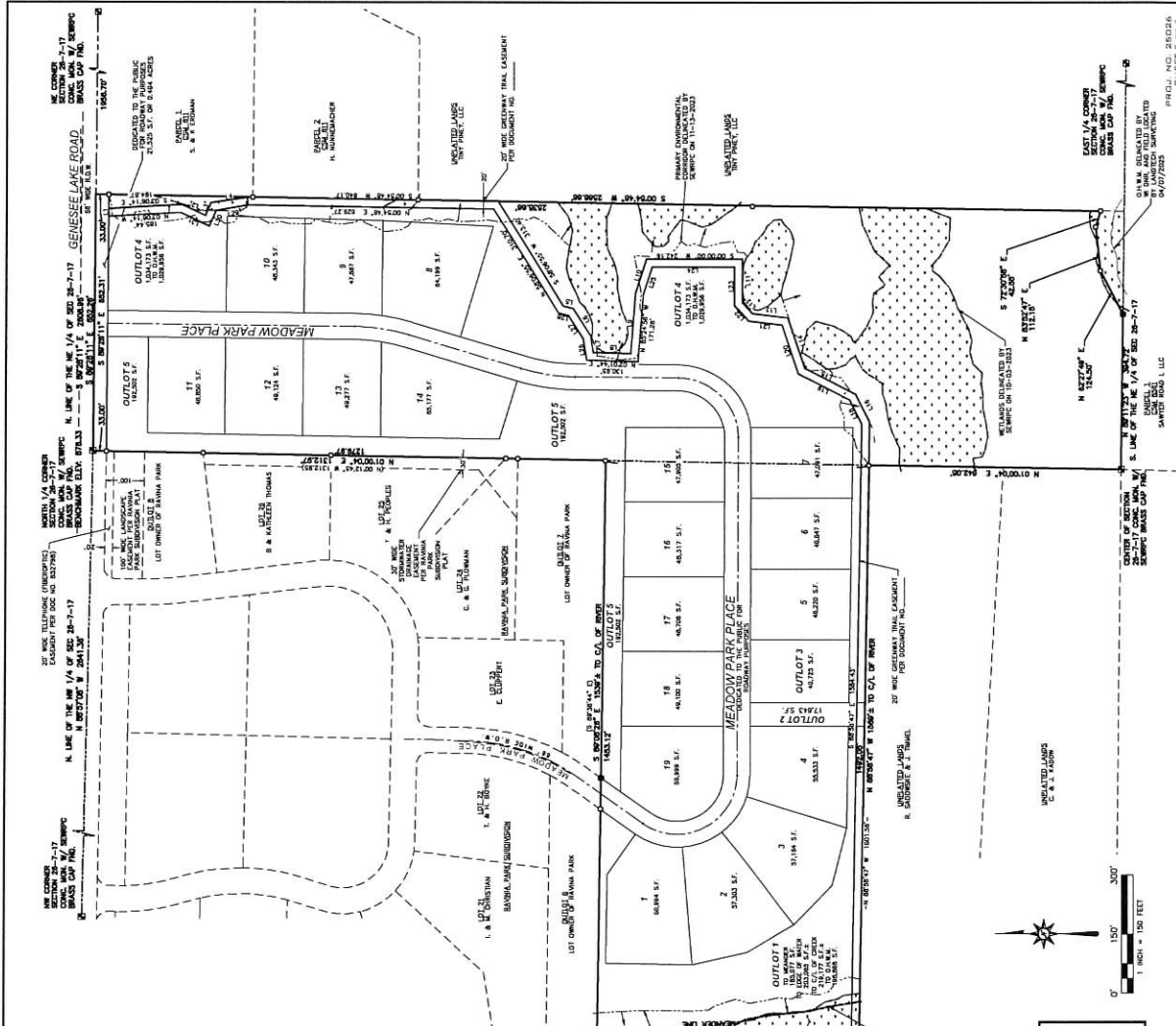


EXHIBIT B

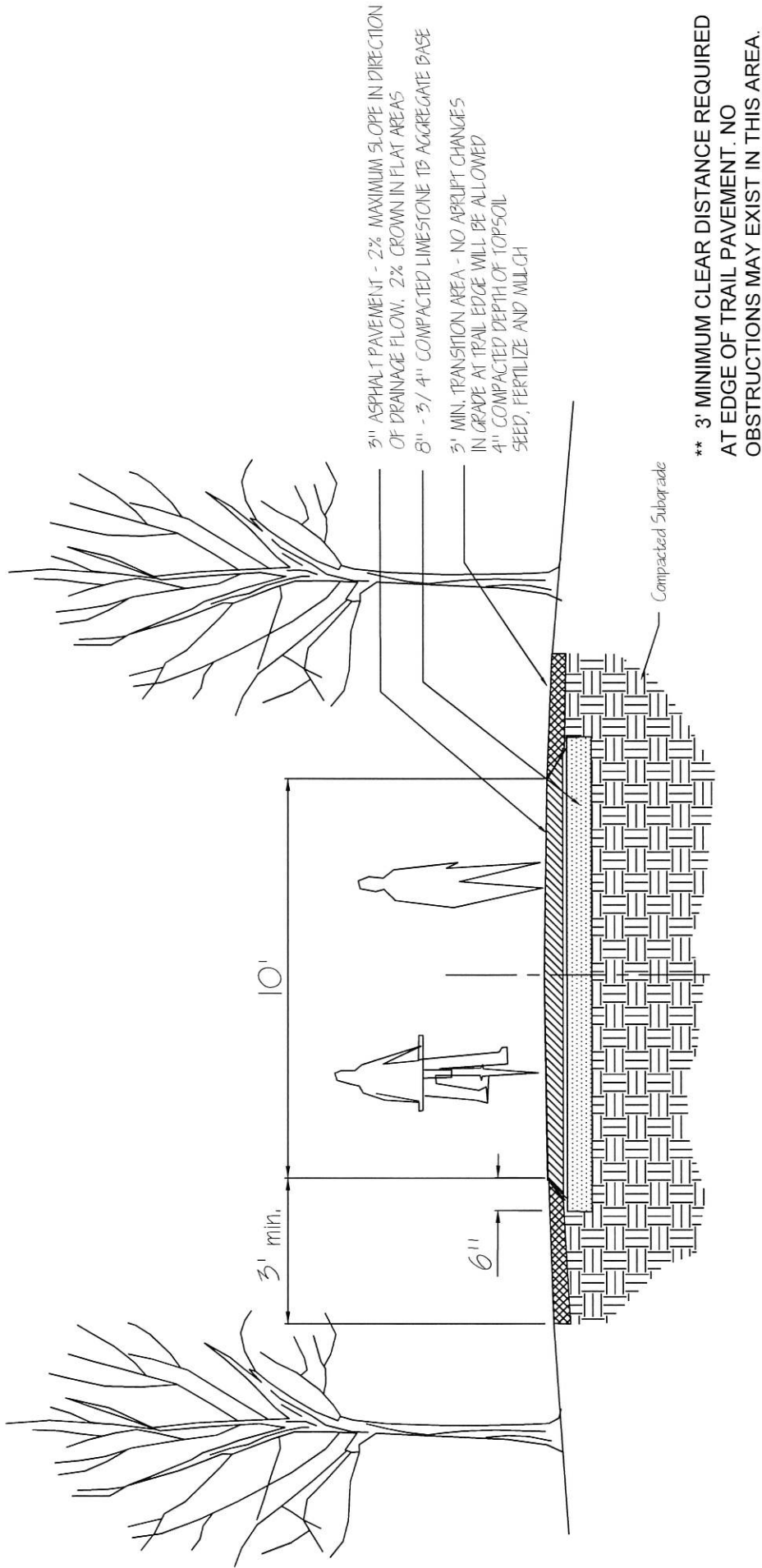
LEGAL DESCRIPTION

UNPLATTED LANDS BEING PART OF THE NORTHWEST 1/4 AND PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND PART OF THE SOUTHEAST 1/4 AND PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 26, TOWN 7 NORTH, RANGE 17 EAST, VILLAGE OF SUMMIT, WAUKESHA COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 26, TOWN 7 NORTH, RANGE 17 EAST, THENCE S 01°00'04" W, ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 26, 33.00 FEET TO THE SOUTH RIGHT-OF-WAY OF GENESEE LAKE ROAD; THENCE S 89°28'11" E, ALONG THE SOUTH RIGHT-OF-WAY OF GENESEE LAKE ROAD, 596.85 FEET TO THE POINT OF BEGINNING OF THE "GREENWAY TRAIL EASEMENT"; THENCE S 89°28'11" E, ALONG THE SOUTH RIGHT-OF-WAY OF GENESEE LAKE ROAD, 20.04 FEET; THENCE S 03°06'14" E, 189.03 FEET; THENCE S 24°12'38" W, 67.86 FEET; THENCE S 66°03'16" E, 35.47 FEET; THENCE S 08°49'05" E, 96.84 FEET TO THE WEST LINE OF CSM 811; THENCE S 00°54'48" W, ALONG THE WEST LINE OF CSM 811, 640.17 FEET; THENCE S 58°06'55" W, 313.40 FEET; THENCE S 13°30'23" W, 25.90 FEET; THENCE S 57°22'39" W, 82.22 FEET; THENCE S 80°32'44" W, 42.64 FEET; THENCE S 02°01'44" W, 95.48 FEET; THENCE S 85°24'56" E, 154.44 FEET; THENCE S 72°21'49" E, 90.11 FEET; THENCE S 00°00'00" W, 242.16 FEET; THENCE N 90°00'00" W, 109.54 FEET; THENCE S 47°10'36" W, 38.53 FEET; THENCE S 06°45'33" W, 93.52 FEET; THENCE S 71°39'31" W, 135.06 FEET; THENCE S 26°55'04" W, 145.24 FEET; THENCE S 63°23'25" W, 79.57 FEET; THENCE N 88°58'47" W, 1601.56 FEET; THENCE N 32°26'30" E, 23.44 FEET; THENCE S 88°58'47" E, 1584.42 FEET; THENCE N 63°23'25" E, 68.06 FEET; THENCE N 26°55'04" E, 146.88 FEET; THENCE N 71°39'31" E, 130.58 FEET; THENCE N 06°45'33" E, 88.17 FEET; THENCE N 47°10'36" E, 53.73 FEET; THENCE N 90°00'00" E, 97.38 FEET; THENCE N 00°00'00" W, 207.54 FEET; THENCE N 72°21'49" W, 73.20 FEET; THENCE N 85°24'56" W, 171.28 FEET; THENCE N 02°01'44" E, 130.95 FEET; THENCE N 80°32'44" E, 54.89 FEET; THENCE N 57°22'39" E, 70.07 FEET; THENCE N 13°30'23" E, 26.05 FEET; THENCE N 58°06'55" E, 310.70 FEET; THENCE N 00°54'48" E, 629.27 FEET; THENCE N 09°51'32" W, 83.35 FEET; THENCE N 66°03'16" W, 43.19 FEET; THENCE N 24°12'38" E, 83.10 FEET; THENCE N 03°06'14" W, 185.44 FEET TO THE POINT OF BEGINNING.

DESCRIBED EASEMENT HAVING AN AREA OF 85,214 S.F. OR 1.956 ACRES.

EXHIBIT C



TYPICAL SECTION - ASPHALT TRAIL

NO SCALE

1 ACCEPT RECREATION TRAIL EASEMENT FROM GENESEE LAKE ROAD, LLC FOR
2 THE PURPOSE OF ALLOWING A PUBLIC RECREATION TRAIL ACROSS PROPERTY
3 KNOWN AS THE BARK RIVER CONSERVANCY, AND AUTHORIZE RELEASE OF AN
4 EXISTING TRAIL EASEMENT ACROSS THE SAME PROPERTY
5

6 WHEREAS, Genesee Lake Road, LLC, hereinafter referred to as "GLR" is the owner of certain
7 lands known as the Bark River Conservancy, hereinafter referred to as "the Property," shown on
8 the attached Exhibit A; and
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10 WHEREAS, the Waukesha County Park and Open Space Plan identifies certain land within the
11 Property for creation of a future recreation trail; and
12

13 WHEREAS, Waukesha County currently possesses trail easement rights on the Property through
14 an existing trail easement granted to Waukesha County which was recorded with the Waukesha
15 County Register of Deeds on October 19, 2007, as Document Number 3521276; and
16

17 WHEREAS, GLR has requested to vacate the existing trail easement and to grant a new trail
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19 the proposed subdivision and will conflict with stormwater management; and
20

21 WHEREAS, GLR wishes to grant to Waukesha County a public recreation trail easement upon,
22 within, over and across a certain portion of the Property as shown and described on attached
23 Exhibits A and B; and
24

25 WHEREAS, GLR has agreed to grant Waukesha County permanent access and easement rights
26 for a recreation trail easement shown and described on attached Exhibits A and B to construct,
27 reconstruct, operate, repair, maintain and remove a public recreation trail across the Property;
28 and
29

30 WHEREAS, the existing recreation trail easement on the property will be vacated and replaced
31 by this new trail easement; and
32

33 WHEREAS, Waukesha County must release all of its right, title and interest arising under the
34 prior easement to accept the new trail easement; and
35

36 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS
37 that Waukesha County is authorized to accept the public recreation trail easement from Genesee
38 Lake Road, LLC.
39

40 BE IT FURTHER ORDAINED that Waukesha County is authorized to release all its rights, title
41 and interest arising under the prior easement recorded as Document Number 3521276 in the
42 Waukesha County Register of Deeds Office.
43

44 BE IT FURTHER ORDAINED that the Director of Parks and Land Use may execute said
45 easement agreement on behalf of Waukesha County.

ORDINANCE ADMINISTRATIVE FACT SHEET

Title of O/R:	ACCEPT RECREATION TRAIL EASEMENT FROM GENESEE LAKE ROAD, LLC FOR THE PURPOSE OF ALLOWING A PUBLIC RECREATION TRAIL ACROSS PROPERTY KNOWN AS THE BARK RIVER CONSERVANCY, AND AUTHORIZE RELEASE OF AN EXISTING TRAIL EASEMENT ACROSS THE SAME PROPERTY	
Submitting Department:	Parks and Land Use	
Department Contact(s): (Include dept. manager or staff who has worked on this ordinance in addition to the dept. head)	Rebecca Mattano, Park System Manager	
Who will appear at committee meetings?	Rebecca Mattano	
Date of Co. Board Meeting at which you plan O/R to be considered:	11/25/2025	Fiscal Note by DOA? No
Routing Number:	Routing # 100-27-25	

Does this O/R create or abolish any positions or involve other Human Resources issues?

Yes* ☒ No ☐

* If yes, the ordinance should be reviewed by HR prior to submission to Corp. Counsel.

Does this O/R appropriate or transfer expenditure authority, additional resources or change the Budget intent?

Yes* X No

*If department staff developed a fiscal impact statement, please send to your assigned budget analyst concurrent with forwarding of O/R to Corp. Counsel.

Does this O/R authorize the execution of any new or extended contracts/leases/MOUs or other agreements that obligate the County?

	X	Yes*	No
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*If yes, the proposed documents must be forwarded to risk management and Corp. Counsel for approval. The O/R will not be forwarded to the Co. Board until related agreements receive approval. Departments are responsible for putting approved documents on file with the Co. Clerk.

Are there documents (other than contracts, leases or MOUs) that should be included with this O/R before it goes to the County Board office?

X	Yes*	No
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If yes, all documents must be received by Corp. Counsel before the ordinance can be forwarded to DOA for review. Contracts or leases that are affected by or are the subject of an O/R must be provided to Corp. Counsel.

Has this O/R been reviewed by Corporation Counsel?

X	Yes	No
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Sec. 59.14(1m), Wis. Stats. Summary (for publication purposes): This ordinance authorizes Waukesha County to accept from Genesee Lake Road, LLC a recreation trail easement across property known as the Bark River Conservancy in the Village of Summit, and to release an existing trail easement across the same property.

Referred on: 11/04/25	File Number: 180-O-053	Referred to: LU
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