

ENROLLED ORDINANCE 179-32

APPROVE TEMPORARY ACCESS AGREEMENT AND PERMANENT ACCESS AND RECREATIONAL TRAIL EASEMENT TO THE CITY OF BROOKFIELD FOR THE PURPOSE OF ALLOWING PUBLIC PEDESTRIAN AND NON-MOTORIZED ACCESS ON WAUKESHA COUNTY PROPERTY KNOWN AS THE FOX RIVER TRAIL CORRIDOR

WHEREAS, the City of Brookfield has requested permission for a permanent access easement for the purpose of allowing public pedestrian and non-motorized access within Waukesha County property, known as the Fox River Trail Corridor, located in part of the Southeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 19, Township 7 North, Range 20 East in the City of Brookfield, Waukesha County, Wisconsin; and

WHEREAS, in preparation for the construction of a public pedestrian and non-motorized access trail within a City of Brookfield floodplain, the City of Brookfield has requested permission for a temporary access agreement for the purpose of conducting the removal of a concrete culvert structure and to perform the necessary grading and restoration to maintain proper stormwater flow in the existing swale within the floodplain within Waukesha County property, known as the Fox River Trail Corridor, located in part of the Southeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 19, Township 7 North, Range 20 East in the City of Brookfield, Waukesha County, Wisconsin; and

WHEREAS, it is necessary for the City of Brookfield to remove the concrete culvert and to perform the grading and restoration within the swale within the floodplain to satisfy the requirements of §17.88.070(A) of the City of Brookfield Code of Ordinances; and

WHEREAS, it is deemed desirable to grant the City of Brookfield a permanent access and recreational trail easement on Waukesha County's land for good and valuable consideration for the purpose of allowing public pedestrian and non-motorized access, in the City of Brookfield; and

WHEREAS, it is necessary to provide a permanent access and recreational trail easement and temporary access agreement from Waukesha County to the City of Brookfield for the purpose of allowing public pedestrian and non-motorized access on County-owned land.

THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS that the Permanent Access and Recreational Trail Easement and the Temporary Access Agreement between the City of Brookfield and Waukesha County upon portions of County-owned lands commonly known as the Fox River Trail Corridor are hereby approved.

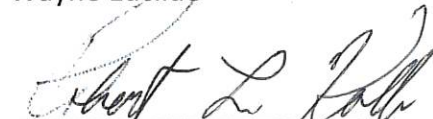
BE IT FURTHER ORDAINED that the Director of the Department of Parks and Land Use may execute the Permanent Access and Recreational Trail Easement and Temporary Access Agreement on behalf of Waukesha County.

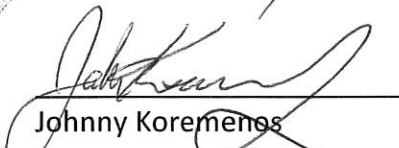
APPROVE TEMPORARY ACCESS AGREEMENT AND PERMANENT ACCESS AND RECREATIONAL TRAIL EASEMENT TO THE CITY OF BROOKFIELD FOR THE PURPOSE OF ALLOWING PUBLIC PEDESTRIAN AND NON-MOTORIZED ACCESS ON WAUKESHA COUNTY PROPERTY KNOWN AS THE FOX RIVER TRAIL CORRIDOR

Presented by:  
Land Use, Parks, and Environment Committee

  
Christine M. Howard, Chair

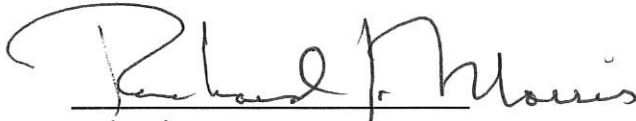
  
Wayne Euclide

  
Robert L. Kolb

  
Johnny Koremenos

**Absent**

Brian Meier

  
Richard Morris

  
Steve Styza

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

Date: 8/30/24,   
Margaret Wartman, County Clerk

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

Approved: X

Vetoed: \_\_\_\_\_

Date: 9/3/2024,   
Paul Farrow, County Executive

# VOTE RESULTS

25 YES | 0 NO | 0 ABSTAIN | 0 ABSENT

## Ordinance 179-O-032

Ordinance 179-O-032: Approve Temporary Access Agreement and Permanent Access and Recreational Trail Easement of Allowing Public Pedestrian and Non-Motorized Access on Waukesha County Property Known as the Fox River Trail Corridor

 **Passed By Majority Vote**

D1 - Styza	AYE	D10 - Thieme	AYE	D19 - Enriquez	AYE
D2 - Euclide	AYE	D11 - Howard	M AYE	D20 - Schellinger	AYE
D3 - Morris	AYE	D12 - Wolff	AYE	D21 - Gaughan	AYE
D4 - Batzko	AYE	D13 - Leisemann	AYE	D22 - Szpara	AYE
D5 - Grant	AYE	D14 - Mommaerts	AYE	D23 - Hammitt	AYE
D6 - Walz	AYE	D15 - Kolb	AYE	D24 - Bangs	AYE
D7 - LaFontain	AYE	D16 - Crowley	AYE	D25 - Johnson	AYE
D8 - Koremenos	AYE	D17 - Meier	AYE		
D9 - Heinrich	AYE	D18 - Nelson	AYE		

5th Meeting, 179th Year of the County Board of Supervisors - August 27 2024 07:40:24 AM  
August 27, 2024





## TEMPORARY ACCESS AGREEMENT

This Temporary Access Agreement is entered into by WAUKESHA COUNTY, a quasi-municipal corporation, as "Grantor," owner of the land, and the CITY OF BROOKFIELD, a municipal corporation, referred to hereinafter as "Grantee."

### RECITALS

WHEREAS, the Grantor is the fee holder of certain real property, located at Waukesha County's Fox River Recreational Trail, in the City of Brookfield, State of Wisconsin. (the "Property").

WHEREAS, the Grantee has requested that Grantor grant Temporary Access into, upon, within, beneath, over and across a certain portion of the Property (the "Access Area") as more particularly depicted and described in the attached Exhibit A.

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

**1. Grant of Access.** Grantor grants to Grantee temporary access rights upon the Access Area for the purpose of Grantee, its employees, workers, agents, and independent contractors, to perform construction as related and customer for a recreational trail, including installing temporary erosion control measures, excavating as necessary to remove existing culvert and construct ditch, prepare the trail subgrade with culvert and side slopes, install geogrid, stone, asphalt, and associated landscaping and restoration per the pathway construction plans (the "Access"). Work shall not negatively affect drainage patterns upon the Access Area or adjacent properties. Grantee shall act in accordance with all applicable Federal, State and Local codes in addition to all requirements hereof while accessing the Access Area. The installation of any other equipment or expansion beyond the Access Area requires a written amendment to this Temporary Access Agreement.

**2. Insurance.** The Grantee and its successors and agents shall, at all times during the Term of this Temporary Access Agreement, keep in force and effect insurance policies as outlined below, issued by a company or companies authorized to do business in the State of Wisconsin and satisfactory to Waukesha County. Such insurance shall be primary. Upon execution of this Temporary Access Agreement, Grantee shall furnish Waukesha County with a certificate of insurance which references this Temporary Access Agreement demonstrating the required coverages. Waukesha County shall be given thirty (30) days advance notice of cancellation or nonrenewal of coverages during the term of this Temporary Access Agreement. Grantee shall also require the following insurance from any contractors it retains in association with this Temporary Access Agreement: 1) Commercial General Liability Insurance – Policy shall be written to provide coverage for, but not limited to, the following: premises operations, personal injury, blanket contractual coverage, independent contractors coverage. Waukesha County, its boards, commission, agencies, officers, employees and representatives shall be named as additional insured and so stated on the certificate of insurance. Limits of liability not less than \$1,000,000 each occurrence and aggregate; 2) Automobile Liability Insurance – Business automobile policy covering all owned, hired and non-owned private passenger autos and commercial vehicles. Limit of liability not less than \$500,000 combined single limit.

**3. Restoration.** Grantee and its agents shall have the right of access upon the Access Area for the purposes of exercising the rights herein acquired, and Grantee shall promptly restore the Access Area to the condition existing prior to the entry by Grantee or its employees, workers, agents, and independent contractors, except for items that are agreed to for the construction of the recreational trail. Grantee shall be liable to make prompt payment for any damage caused by it or its agents to any of Grantor's Property.

**4. Spoils Ownership.** Grantee shall become the owner of the removed concrete culvert structure and all excavation spoils of the Access.

**5. Restriction on Assignability.** This Temporary Access Agreement and the rights granted hereunder may not be transferred or assigned by the Grantee without the prior written consent of the Grantor.

**6. Indemnification.** Grantor and all of its departments, agencies, boards, officers, employees and agents shall not be responsible for, and Grantee shall defend, indemnify and hold harmless Waukesha County and all of its departments, agencies, boards, officers, employees and agents from any and all liability, loss, damages, expenses and costs, including attorneys' fees and expenses, that it may suffer or incur as the result of any injury, including death, or damage to person or property which results from any action, error or omission, negligent or otherwise, of Grantee or its agents in connection with the grant of the Temporary Access Agreement and any and all work of any type which Grantee performs or should perform upon the lands subject to this Temporary Access Agreement. In the event a Claim subject to indemnity under this provision is asserted against Grantor, it shall promptly notify the Grantee. Nothing contained within this Temporary Access Agreement is intended to be a waiver or estoppel of either party or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin Statutes Sections 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the Grantor, Grantee, or their insurers shall not be liable in indemnity, contribution, or otherwise for an

Return to

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

Parcel Identification Number/Tax Key Number

BRC1073975001

amount greater than the limits of liability for municipal claims established by Wisconsin law. This provision shall survive the termination of this Temporary Access Agreement.

7. Termination. This Temporary Access Agreement shall automatically terminate on December 31, 2025. The parties may mutually agree to terminate at an earlier date.

8. This Temporary Access Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin. Any suit, proceeding, or other action arising out of or related to this Agreement shall be commenced and maintained only in a court of competent jurisdiction in the state court located in Waukesha County, Wisconsin or federal court located in Milwaukee County, Wisconsin. Each party irrevocably consents to submit to the exclusive jurisdiction of such courts.

9. The undersigned persons executing this document on behalf of Grantor and Grantee represent and certify that they are fully empowered to execute and deliver this document; that Grantor has full capacity to convey the access rights described herein; and that all necessary action for the making of such conveyance has been taken and done.

10. This Temporary Access Agreement shall be duly recorded in the office of the Register of Deeds of Waukesha County, Wisconsin by Waukesha County and constitutes the entire Temporary Access Agreement of the parties with respect to the subject matter hereto. This Agreement, except as provided for herein, shall not be changed, altered, modified or amended, except by an instrument in writing executed by the Grantor and Grantee, or each of their respective heirs, successors, or assigns, and recorded with the Waukesha County Register of Deeds.

IN WITNESS WHEREOF, the Grantor has caused this Temporary Access Agreement to be approved by the Waukesha County Board of Supervisors and signed by the Director of the Waukesha County Department of Parks and Land Use as evidenced below.

**SIGNATURE OF GRANTOR**

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 \_\_\_\_\_, 2024 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: \_\_\_\_\_

**SIGNATURE OF GRANTEE**

CITY OF BROOKFIELD

By: \_\_\_\_\_  
Steven V. Ponto  
Mayor

Date: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF WISCONSIN COUNTY OF WAUKESHA

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2024 by Steven V. Ponto, Mayor, on behalf of the CITY OF BROOKFIELD.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My commission expires: \_\_\_\_\_

By: \_\_\_\_\_  
Michelle Luedtke  
City of Brookfield, City Clerk

Date: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF WISCONSIN  
COUNTY OF WAUKESHA

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2024 by Michelle Luedtke, City Clerk, on behalf of the CITY OF BROOKFIELD.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My commission expires: \_\_

By: \_\_\_\_\_  
Robert Scott  
City of Brookfield, Director of Finance

Date: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF WISCONSIN  
COUNTY OF WAUKESHA

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2024 by Robert Scott, Director of Finance, on behalf of the CITY OF BROOKFIELD.

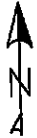
\_\_\_\_\_  
Notary Public, State of Wisconsin  
My commission expires: \_\_

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

# EXHIBIT "A" ACCESS AREA

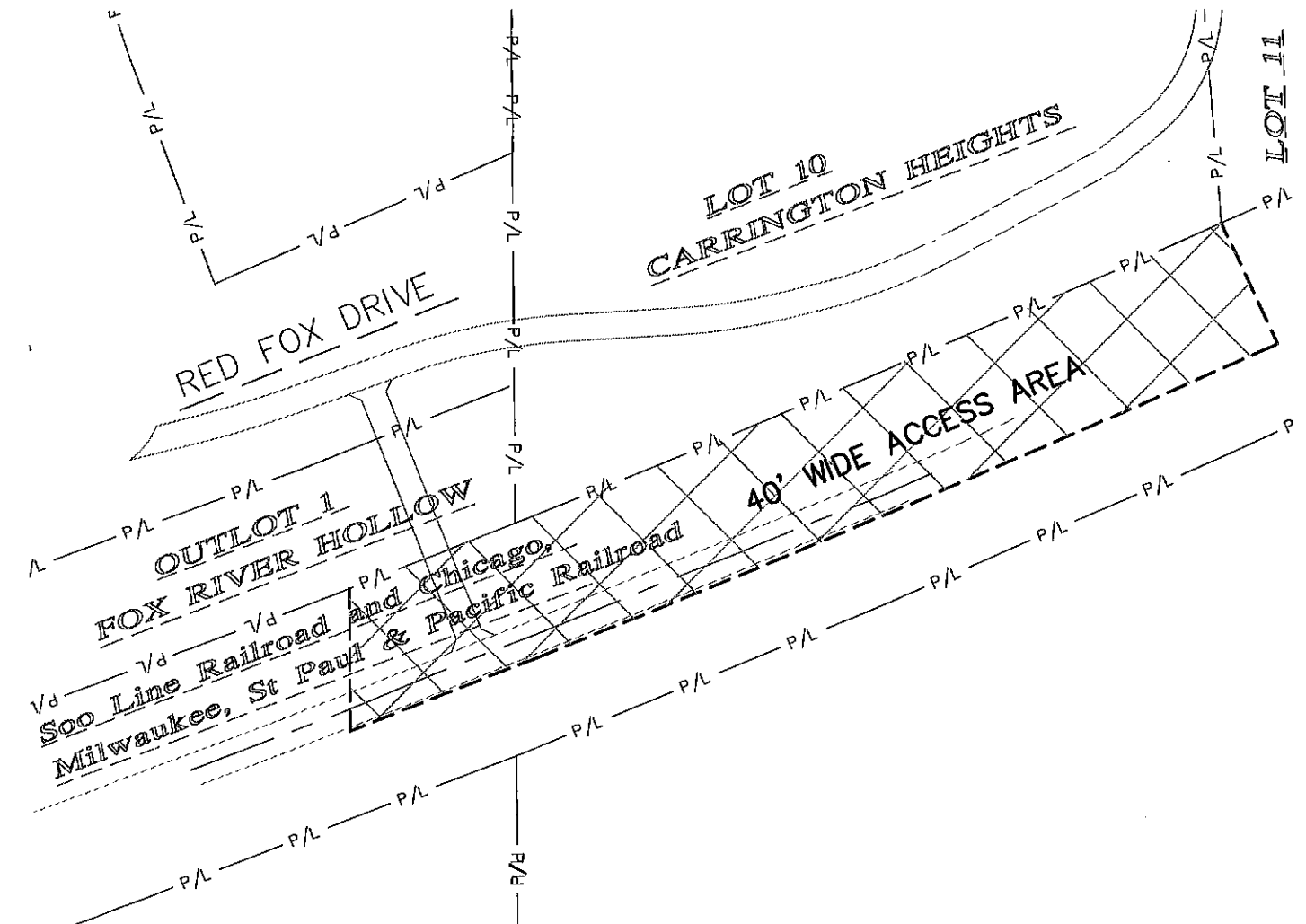
Being that part of the tract of land formerly known as the Soo Line Railroad and Chicago, Milwaukee, St Paul & Pacific Railroad, being that part of the of that tract of land southerly of Carrington Heights subdivision plat recorded in the Waukesha County Register of Deeds as document number 1368632 on August 27th ,1986 , all being that part of the Southwest 1/4 of the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 of Section 19 Township 7 North, Range 20 East in the City of Brookfield, Waukesha County, State of Wisconsin, being more particularly described as follows:

Being the northerly 40 feet of the formerly known Soo Line Railroad immediately adjacent, abutting, as measured normal to and as measured due south of and southerly of Lot 10 of said Carrington Heights,  
Also being the northerly 40 feet of the formerly known Soo Line Railroad of the easterly 50 feet in the Southeast 1/4 of the Northwest 1/4 of said Section 19.



SCALE: 1" = 50'  
DATE: August 1, 2024

— P/L — PARCEL LINE



**PERMANENT ACCESS AND  
RECREATIONAL TRAIL EASEMENT**

Document Number

Document Title

This Permanent Access and Recreational Trail Easement ("Easement") is entered into by WAUKESHA COUNTY, a municipal corporation, as "Grantor," owner of the land, and the CITY OF BROOKFIELD, a municipal corporation, referred to hereinafter as "Grantee."

**PROPERTY DESCRIPTION:**

WHEREAS, the Grantor is the fee holder of certain real property, known as the Fox River Recreational Trail, located in part of the Southeast ¼ of the Northwest ¼ of Section 19, Township 7 North, Range 20 East in the City of Brookfield, State of Wisconsin (the "Property").

WHEREAS, the Grantee has requested that Grantor grant a Permanent Access and Recreational 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 depiction 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

BRC1073975001

Parcel Identification Number (PIN)

**CONDITIONS IMPOSED:**

FOR AND IN CONSIDERATION of a sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby permit Grantee permanent access and easement rights upon the Easement Area described in Exhibits A and B to construct, operate, use, repair, reconstruct, and maintain an eight-foot wide asphalt recreational trail and associated appurtenances (the "Permitted Trail") across the Easement Area for the purpose of allowing public pedestrian and non-motorized vehicle access from Grantee's land to Waukesha County's Fox River Recreational Trail, including related and customary uses of trail right-of-way such as asphalt pathway, storm sewer, and surface drainage improvements. . 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 of Waukesha County 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.



Grantee shall construct and maintain the Permitted Trail as depicted and described in Exhibit A and Exhibit B, and as approved by Waukesha County.

Grantee and/or its employees, workers, agents or independent contractors shall provide all maintenance, repairs, and replacement of any kind related to the Permitted Trail. Grantee shall not (a) trim, cut down or remove trees or brush on Waukesha County's property, or (b) install any fencing, fixtures, signs, or gates on Waukesha County's property (other than expressly authorized herein) unless it obtains prior written approval from the Waukesha County Department of Parks and Land Use.

Grantee and its successors and agents shall install and maintain appropriate warning and traffic signage at the intersection of the Fox River Recreational Trail and the Permitted Trail, subject to the written approval of the Waukesha County Department of Parks and Land Use. The signage shall inform trail users of the upcoming intersection, while maintaining unimpeded traffic flow on the Fox River Recreational Trail.

Grantee and its successors and agents agree that the Fox River Recreational Trail shall remain open for public use during construction, repair, maintenance, or related activities described in the Easement. Grantee and its agents shall have the right to enter the lands covered by the Easement for the purposes of exercising the rights acquired and obligations assumed herein, but Grantee shall promptly and fully restore the premises of Waukesha County to the condition existing prior to the entry by Grantee or its agents and said restoration shall be accomplished as per Waukesha County specifications. The restoration shall not apply to any trees which may be permitted to be removed pursuant to the rights granted herein. Grantee shall use, maintain, repair, and restore the Easement Area such that no damage is caused to the Property. Grantee shall be liable for prompt restitution for any damage, if any, to vegetation, trail improvements, signs, entrance gates, park improvements and any other fixtures owned by Waukesha County and caused by the act of Grantee, its agents, employees, invitees, or guests.

This Easement shall run with the land and may not be revoked except for cause upon written notice by Waukesha County. "Cause" hereunder shall mean the uncured breach of any term of this Easement or any conduct by Grantee or Grantee's successors in interest blocking or otherwise interfering with the public's use of the Property which continues to exist five (5) or more days after receipt of written notice of the breach or interference.

Waukesha County is not responsible for maintenance of the Permitted Trail as part of the Property.

Waukesha County reserves the right to utilize its land and Easement Area for all purposes, including but not limited to, future trail improvements, signage, pavement, and grading, but will not disturb or interfere with the Grantee's recreational trail or prevent ingress or egress thereto for the purpose of construction, operation, use, maintenance, repair, or reconstruction thereof without the prior written approval of Grantee.

Grantee, its successors, assigns and agents will defend, indemnify and hold harmless Waukesha County and all of its departments, agencies, boards, officers, employees and agents from any and all liability, loss, damages, expenses and costs, including attorneys fees and expenses, that they may suffer or incur as the result of any injury (including death) or damage to person or property which results from any action, error or omission, negligent or otherwise, of Grantee, its successors, assigns, agents, invitees and guests, in connection with the

grant of this Easement, any and all work of any type which Grantees, its successors and assigns and any of their agents, invitees and/or guests perform or should perform upon the lands subject to the Easement, and their use of the Waukesha County lands covered by this Easement. Nothing contained within this Easement is intended to be a waiver or estoppel of either party or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin Statutes Sections 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the Grantor, Grantee, or their insurers shall not be liable in indemnity, contribution, or otherwise for an amount greater than the limits of liability for municipal claims established by Wisconsin law. This provision shall survive the termination of this Easement.

The Grantee and its successors and agents shall, at all times during the Term of this Easement, keep in force and effect insurance policies as outlined below, issued by a company or companies authorized to do business in the State of Wisconsin and satisfactory to Waukesha County. Such insurance shall be primary. Upon execution of this Easement, Grantee shall furnish Waukesha County with a certificate of insurance which references this Easement demonstrating the required coverages. Waukesha County shall be given thirty (30) days advance notice of cancellation or nonrenewal of coverages during the term of this Easement. Grantee shall also require the following insurance from any contractors it retains to construct or maintain the Permitted Trail associated with this grant of Easement: 1) Commercial General Liability Insurance – Policy shall be written to provide coverage for, but not limited to, the following: premises operations, personal injury, blanket contractual coverage, independent contractors coverage. Waukesha County, its boards, commission, agencies, officers, employees and representatives shall be named as additional insured and so stated on the certificate of insurance. Limits of liability not less than \$1,000,000 each occurrence and aggregate; 2) Automobile Liability Insurance – Business automobile policy covering all owned, hired and non-owned private passenger autos and commercial vehicles. Limit of liability not less than \$500,000 combined single limit.

All notices to 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 Grantee shall be sent by certified U.S. Mail, Return Receipt Requested, addressed to the City of Brookfield, c/o Director of Parks, Recreation and Forestry, 2000 North Calhoun Road, Brookfield, WI 53005.

This Easement shall be duly recorded in the office of the Register of Deeds of Waukesha County, Wisconsin by Waukesha County and constitutes the entire Easement Agreement of the parties with respect to the subject matter hereto. This Agreement, except as provided for herein, shall not be changed, altered, modified or amended, except by an instrument in writing executed by the Grantor and Grantee, or each of their respective heirs, successors, or assigns, and recorded with the Waukesha County Register of Deeds.

This Easement shall be construed and enforced in accordance with the laws of the State of Wisconsin. Any suit, proceeding, or other action arising out of or related to this Agreement shall be commenced and maintained only in a court of competent jurisdiction in the state court located in Waukesha County, Wisconsin or federal court located in Milwaukee County, Wisconsin. Each party irrevocably consents to submit to the exclusive jurisdiction of such courts.

If any term or condition of this Easement, or the application of this Easement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Easement 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. 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 Easement 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 Easement.

This Easement shall be binding upon and/or inure to the benefits of the successors and assigns of all parties hereto. The right to assign this Agreement is restricted and it shall not be assigned to parties not listed in this Easement.

The undersigned persons executing this document on behalf of Grantor and Grantee represent and certify that they are fully empowered to execute and deliver this document; that Grantor has full capacity to convey the real estate interest described herein; and that all necessary action for the making of such conveyance has been taken and done.

IN WITNESS WHEREOF, the Grantor has caused this Easement to be approved by the Waukesha County Board of Supervisors and signed by the Director of the Waukesha County Department of Parks and Land Use as evidenced below.

**SIGNATURE OF GRANTOR**

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 \_\_\_\_\_, 2024 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: \_\_\_\_\_

**SIGNATURE OF GRANTEE**

CITY OF BROOKFIELD

By: \_\_\_\_\_  
Steven V. Ponto  
Mayor

Date: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF WISCONSIN  
COUNTY OF WAUKESHA

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2024  
by Steven V. Ponto, Mayor, on behalf of the CITY OF BROOKFIELD.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My commission expires: \_\_\_\_\_

By: \_\_\_\_\_  
Michelle Luedtke  
City Clerk

Date: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF WISCONSIN  
COUNTY OF WAUKESHA

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2024  
by Michelle Luedtke, City Clerk, on behalf of the CITY OF BROOKFIELD.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My commission expires: \_\_\_\_\_

By: \_\_\_\_\_  
Robert Scott  
Director of Finance

Date: \_\_\_\_\_

### ACKNOWLEDGMENT

STATE OF WISCONSIN  
COUNTY OF WAUKESHA

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2024  
by Robert Scott, Director of Finance, on behalf of the CITY OF BROOKFIELD.

\_\_\_\_\_  
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

# EXHIBIT "A" EASEMENT AREA

NE COR NE 1/4  
SECTION 19-7-20

S86°16'53"W  
891.58'  
N. LINE OF NE 1/4  
SECTION 19

CL NORTH AVE  
S60°25'37"W  
398.01'

S67°40'07"W  
906.94'  
CL NORTH AVE

CL NORTH AVE  
S71°05'05"W  
604.20'

EASTERLY LINE OF FOX RIVER HOLLOW

S00°16'37"E  
1334.09'

LOT 10  
CARRINGTON  
HEIGHTS

OUTLOT 1  
FOX RIVER HOLLOW

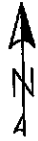
Soo Line Railroad and Chicago,  
Milwaukee, St Paul & Pacific Railroad

L=25.29'  
R=5773.44'  
C=25.29'  
CB=S68°24'22"W

S21°39'54"E  
CL TRAIL EASE  
30' WIDE  
40.00'

POB EASEMENT

POT EASEMENT



SCALE: 1" = 20'  
DATE: August 1, 2024

BEARINGS REFERENCE THE NORTH LINE OF THE NE 1/4 OF SECT. 19 T7N, R20E AS PUBLISHED BY SEWRPC A S86°16'53"W, NAD83 WISCONSIN STATE PLANE COORDINATES, GRID NORTH, SOUTH ZONE

— P/L — PARCEL LINE

[Hatched Box] EASEMENT AREA



# Exhibit B

## Easement Area

Being that part of the tract of land formerly known as the Soo Line Railroad and Chicago, Milwaukee, St Paul & Pacific Railroad, being that part of the of that tract of land southerly of Fox River Hollow subdivision plat recorded in the Waukesha County Register of Deeds as document number 1005001 on June 28<sup>th</sup>, 1977, being that part of the Southeast 1/4 of the Northwest 1/4 of Section 19 Township 7 North, Range 20 East in the City of Brookfield, Waukesha County, State of Wisconsin, being more particularly described as follows:

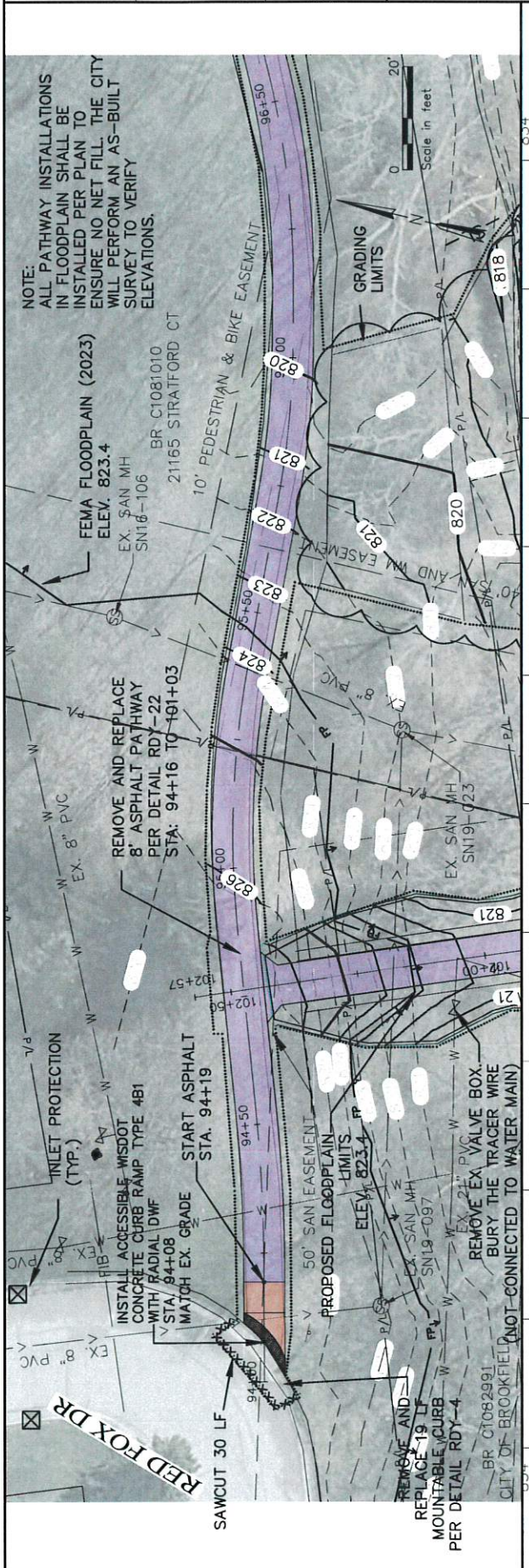
Being a lands 30 feet wide as defined by strip of lands 15' wide on both sides of the following defined line:

Commencing at the Northeast Corner of the Northeast 1/4 of said Section 19;

thence South  $86^{\circ}16'53''$  West, along the North line of said Northeast 1/4 of Section 19, 891.58 feet to the center of North Avenue; thence South  $60^{\circ}25'37''$  West, along the centerline of North Avenue, 398.01 feet; thence South  $67^{\circ}40'07''$  West, along said centerline, 906.94 feet; thence South  $71^{\circ}05'05''$  West, along said centerline, 604.20 feet to the easterly line of said Fox River Hollow subdivision plat; thence South  $00^{\circ}16'37''$  East, 1334.09 feet to the southeast corner of said Fox River Hollow subdivision plat; thence southwesterly along the southerly line of said Fox River Hollow subdivision plat 25.29 feet along an arc of a curve, with a radius of 5773.44 lying to the northwest, and a chord which bears South  $68^{\circ}24'22''$  West, 25.29 feet to the Point of Beginning of the centerline of the 30 foot wide easement line; thence South  $21^{\circ}39'54''$ , 40.00 feet to the Point of Termination of the above described centerline.

DATE COMPLETED	DATE	BY	PROJECT NO. PK-24-06
AS-BUILT BY DATE	DESIGNED BY DATE	DESIGNED BY	DESIGNED BY
YEAR INSTALLED	INSTRUCTOR	CONTRACTOR	

2024 PATHWAY REHABILITATION  
 RED FOX DR TO STRATFORD CT  
 94+00



NOTE:  
 ALL PATHWAY INSTALLATIONS  
 IN FLOODPLAIN SHALL BE  
 INSTALLED PER PLAN TO  
 ENSURE NO NET FILL. THE CITY  
 WILL PERFORM AN AS-BUILT  
 SURVEY TO VERIFY  
 ELEVATIONS.

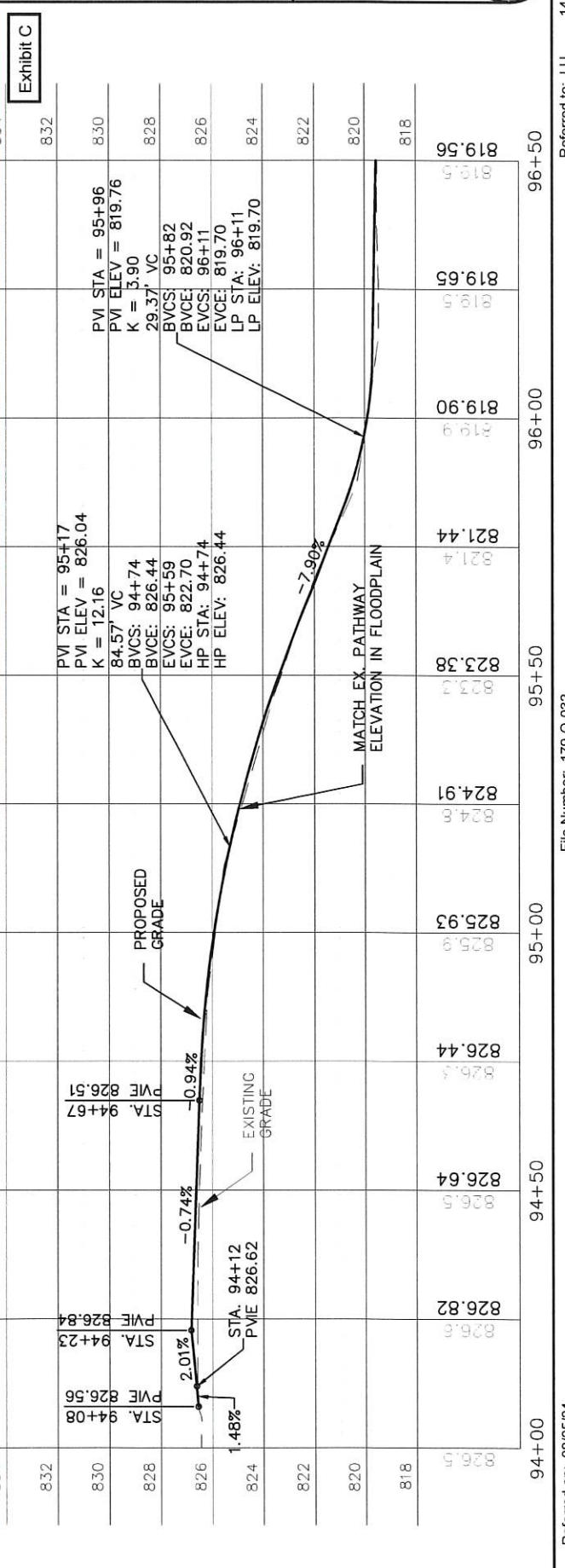


Exhibit C





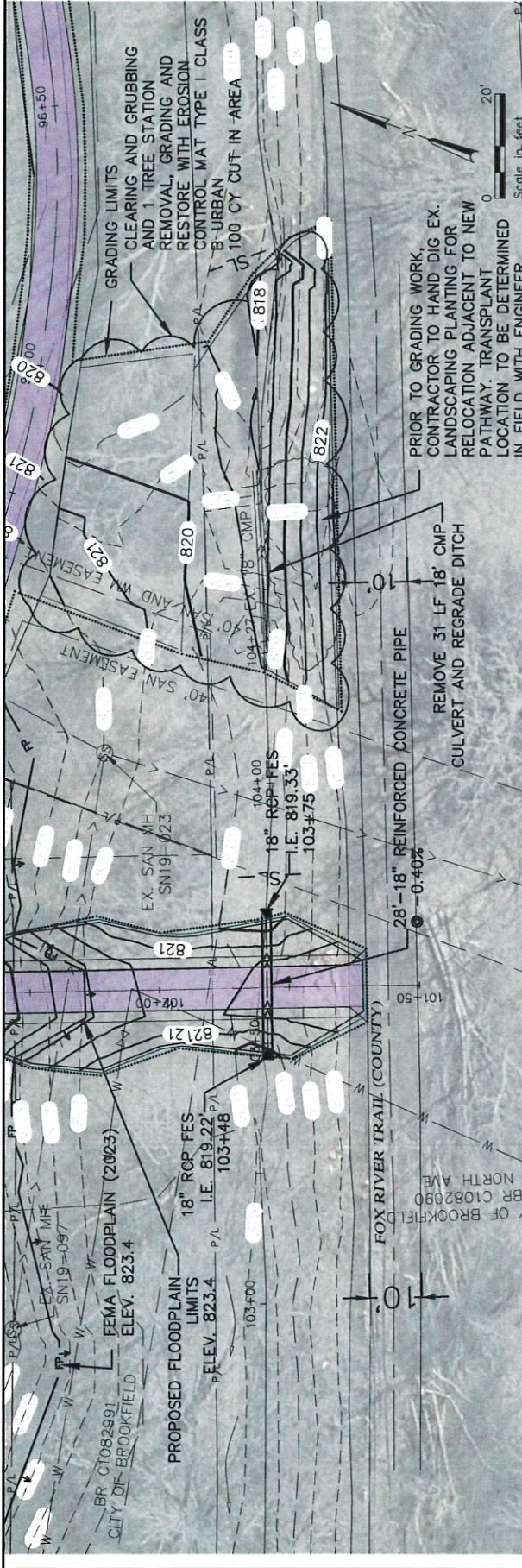




ENGINEERING  
DIVISION  
SHEET NO C4.24

2024 PATHWAY REHABILITATION  
RED FOX DR TO STRATFORD CT  
STORM SEWER

DATE COMPLETED	DATE	BY	PROJECT NO. BK-24-06
AS-BUILT BY	DATE	BY	DESIGNER
YEAR INSTALLED	DATE	BY	DESIGNED BY
INSPECTOR			CONTRACTOR



PRIOR TO GRADING WORK  
CONTRACTOR TO HAND DIG EX.  
LANDSCAPING PLANTING FOR  
RELOCATION ADJACENT TO NEW  
PATHWAY. TRANSPLANT  
LOCATION TO BE DETERMINED  
IN FIELD WITH ENGINEER.

PROPOSED GRADE	EXISTING GRADE	STATION
819.7	819.7	103+00
820.38	819.7	103+50
819.3	819.7	104+00
819.33	819.7	104+50
822	818	105+00
824	816	105+50
826	816	106+00
828	816	106+50
830	816	107+00

Referred on: 08/05/24

File Number: 179-O-032

Referred to: LU