

**DECLARATION OF RESTRICTIVE COVENANT  
TO BE RECORDED WITH DEED  
BETWEEN  
MILWAUKEE COUNTY AND THE VILLAGE OF GREENDALE**

This Declaration of Restrictive Covenant (Declaration) is made on \_\_\_\_\_ (Effective Date), by Milwaukee County (Declarant) in favor of the Village of Greendale (Beneficiary).

**RECITALS**

Milwaukee County, through its Department of Parks and Recreation is the current owner of a parcel of land known as Dale Creek Parkway, located in the Village of Greendale, Milwaukee County, Wisconsin.

The Village of Greendale is the current owner of a parcel of land known as Grootemaat Woods (as fully described in Exhibit A), also located in Milwaukee County, Wisconsin.

The parties have agreed to exchange these properties via mutual quit claim deeds to enhance long-term public stewardship, connectivity, and use of parkland.

**DECLARATION**

**A. Purpose.** The purposes of this Declaration are to: (a) preserve Grootemaat Woods (Property) as public park land; (b) restrict certain uses of the Property; and (c) to provide for certain maintenance standards of the Property.

**B. Authority.** Declarant is authorized pursuant to board file \_\_\_\_\_ to enter into this Declaration.

**C. Defined Terms.** For the purposes of this Declaration, the following words or phrases have the meanings given below:

a. **Property:** means the parcel fully described in Exhibit A which Declarant received from Beneficiary via quit claim deed and which an integral part of the consideration Beneficiary received in exchange for the parcel is this Declaration.

b. **Public Park Purposes:** means aesthetic, educational, recreational, or cultural uses of the Property by the general public which promote personal, social, and environmental benefits to the community.

**D. Covenants.**

a. Each owner or other user of the Property shall at all times comply with this Declaration.

b. The Property shall remain zoned as Park.

c. The Property shall be used exclusively for public park purposes.

d. No commercial or residential development shall be allowed on the Property.

e. No antenna facilities, cell towers, telecommunication equipment, or related infrastructure shall be permitted on the Property. Installation of any such facility would fundamentally impair the aesthetic value of the Property and impair its use for public park purposes.

f. Declarant agrees to adhere to and use all legal means to enforce the restriction outlined in this Declaration.

**E. Maintenance.** Declarant shall maintain the Property in a manner consistent with other public parks of a similar size and use in the region.

**F. Binding Effect.** This Declaration shall run with the Property and be binding on all future owners and/or other users. This Declaration shall inure to the benefit of and be enforceable by the Beneficiary.

**G. Duration.** This Declaration shall remain in effect for 40 years from the Effective Date at which time, the Beneficiary may timely record an instrument or notice pursuant to Section 893.33 of the Wisconsin Statutes extending this Declaration for another period of time consistent with the statutes as they exist then.

**H. Enforcement.** Beneficiary shall have the right by not the obligation to enforce the terms of this Declaration and Beneficiary's failure to enforce any term shall not operate as a waiver against future enforcement. Enforcement may be made by any legal proceeding against any legal entity violating or attempting to violate any part of this Declaration. Damages shall not be deemed adequate compensation for breaches of this Declaration and Beneficiary shall be entitled to injunctive relief, as well as any other legal remedy.

**I. Law and Venue.** This Declaration shall be governed, interpreted, and enforced in accordance with the internal laws of the State of Wisconsin, without regard to its conflict of laws principles. Any litigation concerning the subject matter of this Declaration shall be brought in the court of competent jurisdiction located in Milwaukee County.

**J. Severability.** The provisions of this Declaration are severable, and the invalidity or lack of enforceability of any particular provision will not affect the validity or enforceability of the other provisions.

**K. Notices.** All communications regarding this Declaration shall be in writing and delivered to the addresses set forth below by one of the following methods: (a) hand delivery, whereby delivery is deemed to have occurred at the time of delivery; or (b) registered United States mail, signature required and postage-prepaid, whereby delivery is deemed to have occurred on the third business day following deposit with the United States Postal Service.

To Declarant:  
Milwaukee County Parks  
9480 W Watertown Plank Rd.  
Wauwatosa, WI 53226

To Beneficiary:  
Village of Greendale  
6500 Northway  
Greendale, WI 53129

With a copy to:  
Milwaukee County Office of Corp. Counsel  
901 N 9<sup>th</sup> St. Suite 303  
Milwaukee, WI 53233

This Memorandum shall be recorded with the Quit Claim Deeds transferring ownership of the respective parcels to ensure public notice and enforceability of the land use restrictions.

**IN WITNESS WHEREOF**, Declarant executed this Declaration as of the Effective Date.

# Milwaukee County Parks

(signature)

Printed Name:

Title:

STATE OF WISCONSIN )  
 ) SS  
COUNTY OF MILWAUKEE )

This document was signed before me on \_\_\_\_\_ by \_\_\_\_\_.  
(date) (name)

Notary's signature

(seal)

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Notary's expiration date

**Exhibit A** –Legal Description of Grootemat Woods (Transferred from Village of Greendale to Milwaukee County via quit claim deed)