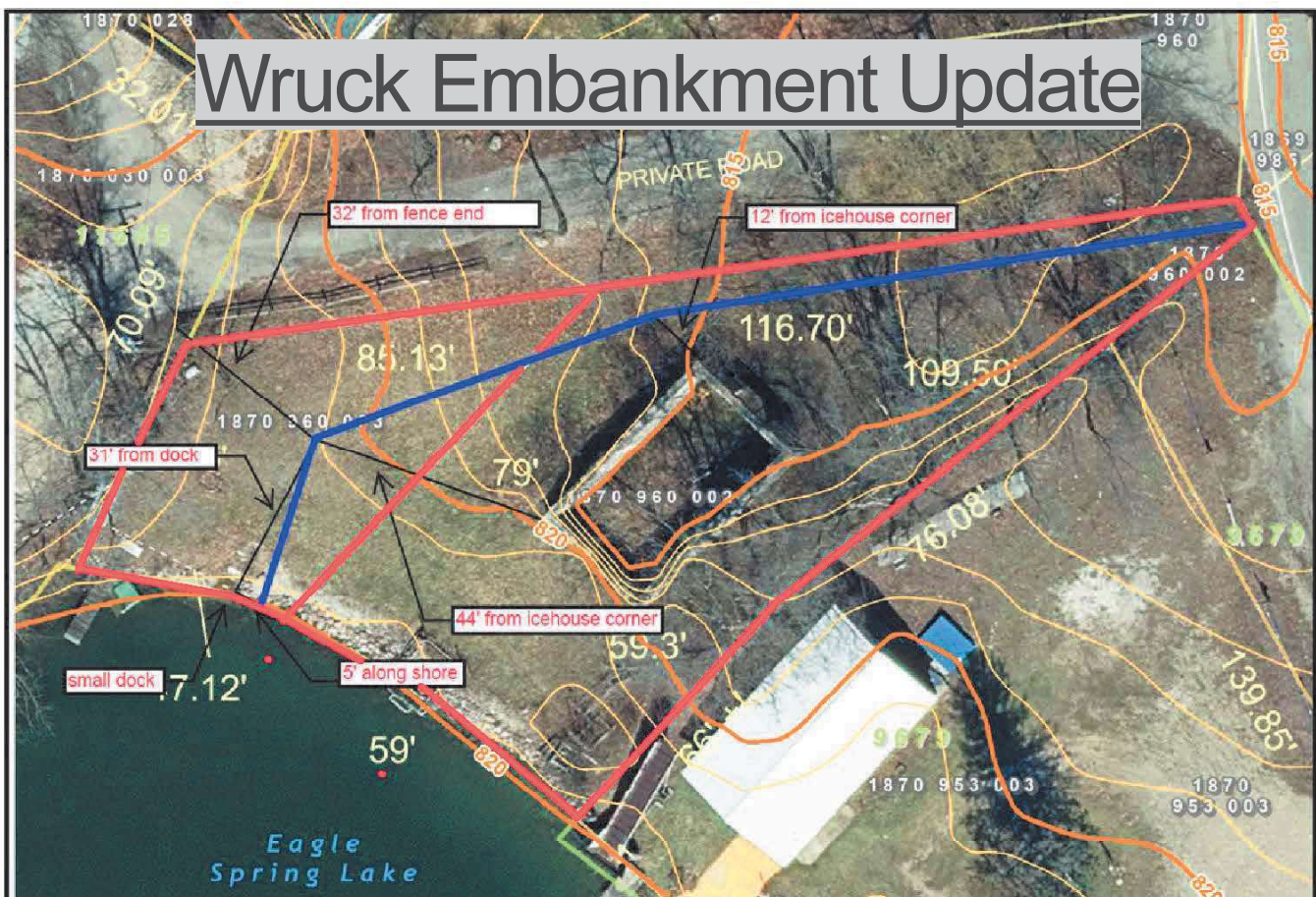


Wruck Embankment Update



Wruck Embankment Update

Chronology of Legal Proceedings (2015 – Present Day)

Phase 1: The First Lawsuit & Mediation (2015–2019)

2015: (DNR) formally notifies Steven Wruck that his land parcels are subject to mandatory periodic maintenance and repair requirements under Wis. Stat. § 31.18. [1]

2015–2019 (Wruck v. District & DNR): Wruck files a lawsuit against the Eagle Spring Lake Management District and the DNR. He seeks a declaratory judgment establishing that the District, not him, should bear the legal and financial responsibility for maintaining the portion of the dam structural embankment sitting on his private land and he owns land to center of mill race. [2]

November 2019: The parties pause litigation to enter formal mediation. Wruck, his attorney, and District President Peter Jensen execute the **2019 Post-Mediation Settlement Agreement**. Under its terms, Wruck agrees to obtain an updated Dam Failure Analysis (DFA) and remove cloud on our title for the "Mill Race Lands" [1, 2]

Wruck Embankment Update

Phase 2: Regulatory Standoff & The Second Lawsuit (2020–2023)

August 2020: The DNR officially rejects the historical 2002 DFA framework. The regulatory agency mandates an entirely new, updated analysis covering the **entirety of the dam** rather than just Wruck's parcel. [, [2](#)]

August 2021: The District obtains a partial mortgage release from Associated Bank, allowing the Mill Race property title to be cleared as requested under Paragraph 7 of the settlement. **Wruck subsequently refuses to sign over the Mill Race title, citing the unresolved, escalating liabilities of the dam embankment.**

Late 2021 (District v. Wruck – Waukesha County Circuit Court, Case No. 2021CV1294): The Eagle Spring Lake Management District files a brand-new breach-of-contract lawsuit against Wruck in Waukesha County, accusing him of noncompliance for refusing to correct the deed to the land. [[1](#), [2](#)]

2022–2023: Wruck countersues the District. **He requests that the court either legally reform or entirely invalidate the 2019 settlement agreement, asserting defense concepts of "mutual mistake" and "indefiniteness" due to the DNR's altered demands.** [[1](#)]

Wruck Embankment Update

Phase 3: Summary Judgment & Appellate Review (2024–2025)

January 23, 2024: Waukesha County Circuit Court Judge Michael J. Aprahamian grants summary judgment in favor of the Eagle Spring Lake Management District. **The circuit court denies Wruck's motions, rules that the 2019 settlement agreement is legally binding and definite, and orders enforcement.**

February 2024: Wruck officially files an appeal with the State of Wisconsin Court of Appeals (District II, Case No. 2024AP447). **He challenges the contract's enforceability and argues against the inequitable allocation of the heavy engineering costs.**

July 2, 2025: The appellate court rules that the settlement text explicitly structured a definitive requirement to correct the title to the land, and later regulatory shifts or "hindsight" regrets did not invalidate the contract.

August 22, 2025: The Court of Appeals officially remits the case files back down to the Waukesha County Circuit Court, cementing the judgment as final. [\[1\]](#), [2](#), [4](#), [5](#)

Wruck Embankment Update

Phase 4: Post-Appeal Enforcement & Relief Actions (2026)

July 8, 2026: Facing strict enforcement of the property deed transfer while attempting to facilitate a pending land sale to a third-party buyer (Schreiber), Mr. Wruck files a **Motion for Relief from Judgment** seeking relief from the “Negotiated Settlement agreement” under Wis. Stat. § 806.07 back in the trial court.

Present Day (Late 2026): The case sits before the Waukesha County Circuit Court. The judge is assessing whether Wruck's motion meets the strict standard of "extraordinary circumstances" necessary to bypass finality, while the parties simultaneously negotiate a potential three-party escrow buffer to execute the property deed closing. A hearing date is set for October 9, 2026.

Wruck Embankment Update

From Mr. Wruck's view:

- Not interested in being the party responsible for maintaining the embankment per the DNR standards or absorbing the liability should the dam breach due to negligence.
- Wishes to sell the two parcels to Patrick Schreiber and has arrived at the terms to complete this transaction.
- Wants to be relieved of all responsibilities of the negotiated agreement including completing the negotiation of a mutually agreeable maintenance agreement.
- Wants the property deed to pass to Patrick Schreiber unencumbered by the negotiated agreement.
- Does not trust the lake district board because of the actions of the former board members.

Wruck Embankment Update

From Mr. Schreiber's view:

- Mr. Schreiber currently owns the former Wruck duplex property and seeks to acquire the two remaining embankment parcels such that he can gain lake access for the duplex property.
- Mr. Schreiber is reviewing our proposed maintenance easement agreement and has not found our requests to be unreasonable and would be willing to sign a Maintenance Easement with the lake district.
- Mr. Schreiber is not interested in being the party responsible for maintaining the embankment per the DNR standards or absorbing the liability should the dam breach due to negligence.

Wruck Embankment Update

From the Lake District's view:

- The district board is in favor the district being responsible to maintain the Wruck embankment per DNR standards and absorb the liability should the dam breach due to negligence, if it has a proper legal easement in place which will allow it to legally carry out the responsibility.
- The current district board is in favor of achieving a mutually agreeable maintenance easement agreement if Patrick Schreiber is the owner of the parcels.
- The current district board is concerned Mr. Wruck may not sell the property to Mr. Schreiber if he is released from the negotiated agreement in advance of a property sale, leaving the district with no agreement leading to a solution on the parcels.

Wruck Embankment Update

The district is interested entering into a Maintenance Easement Agreement with Patrick Shreiber.

Benefits:

- The DNR views a maintenance easement and ownership as the same with regard to grant funding.
- The district would qualify for 50% grant funding of any future dam project which are approved by the DNR.
- The district would have rights to modify the embankment in the future per DNR standards to lower dam hazard rating.
- The district would not have to purchase the land to gain stated benefits.

Risks:

- The district would be liable for dam maintenance and inspections per Wisconsin law.
- The district would be liable for any breach in Wruck embankment due to negligence.

Wruck Embankment Update

The board's goal is to bring this matter to conclusion prior to the October hearing.

- 1) Currently we are at an impasse because Wruck wants to be released from the settlement agreement before he transfers the property to Schreiber which we will not do.
- 2) I am proposing we execute the following documents near simultaneously at the title company.
 - a) Wruck would sign over the properties to Schreiber.
 - b) Upon transfer of property title to Mr. Schreiber, we would sign a permanent easement agreement with Mr. Schreiber.
 - c) Upon signing an Easement Agreement, we would sign a release freeing Wruck & Schreiber of all obligations to the "Negotiated Agreement".

Wruck Embankment Update

Why is getting this resolved now important to us?

- 1) Depending on the outcome of the 5-year study we may have to modify our spillways.
- 2) Having a maintenance easement in place provides a path for partially funding future modifications
- 3) It gives us access and control over more land to expand the spillway if necessary.
- 4) It will protect our property values from a negligent owner.
- 5) It will provide protection for the downstream community
- 6) It will free up board member time to focus on priorities more beneficial to our community.
- 7) It will be achieved at minimal cost.
- 8) It will put an end to what has been endless litigation expense.