

**Easement**

Document Number

Document Title

THIS Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2017,  
by and between the WINNEBAGO COUNTY, Grantor, and CITY OF OSHKOSH,  
Grantee,

1. **PURPOSE:** The County and City seek to improve the public transportation experience at the bus stop on this County property for those members of the public using the Courthouse and other County offices, County employees and staff, and any public transit rider finding this bus stop convenient. To help achieve this goal, the County will grant an Easement to the City so that the City can install a bus stop shelter and/or other transit-related facilities on the Bus Stop Shelter Property. The County will also grant an adjoining Maintenance Easement to the City to allow the City to more easily maintain its bus stop shelter and/or other transit-related facilities installed within the Easement Property.

**Recording Area**

**Name and Return Address**

City Attorney's Office  
PO Box 1130  
Oshkosh, WI 54903-1130

**90701620000**

Parcel Identification Number (PIN)

2. **EASEMENTS:** The County, its successors and assigns, gives and grants to the City, its successors and assigns, and the City accepts, two Easements over, under, and through the Properties described in this Easement Agreement. The City is allowed to use the Easements for purposes related to its public transit system and as more specifically described in this Easement Agreement. Easement uses include one Easement for the placement of a bus stop shelter and/or other transit related facilities, and a second, limited, Easement to provide extra space to the City so that the bus stop shelter can be maintained. Both Easements are subject to the rights and obligations described in this Easement Agreement.
3. **CONSIDERATION:** The sum of One and NO/100 Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency are acknowledged. Both parties agree that each is giving and receiving material benefits exceeding monetary value. The County benefits from improved bus stop facilities for the public using the Courthouse and other City departments and facilities, as well as the general public that finds this bus stop to be convenient. The City benefits from providing improved bus stop facilities for its public transportation riders, whether accessing the County property and services or using this particular bus stop for convenience.
4. **PROPERTY:** The County's larger Property on which these Easements are located is described as follows:

Part of the Southeast ½ of Lot 1 and all of Lots 2, 3, and 4, and the East fifty feet (50') of Lot 5, and the Northeast twenty six feet (26') of the Southeast twenty six and one-quarter feet (26.25') of Lot 11, and the Northeast twenty six feet (26') of Lot 12, and all of Lots 13, 14, and 17, in Wright's Subdivision of Lot 2 Block 53, also Lots 1, 2, 3, 4, and 6, of the Replat of Jackson's Subdivision of Lot 3, Block 46, in the City of Oshkosh, Winnebago County, Wisconsin.

PIN: 90701620000

Street Address: 448 Algoma Boulevard, Oshkosh (part of County Courthouse property)

5. **EASEMENT PROPERTY – BUS SHELTER:** The Easement allowing use of County property by the City as a bus stop shelter ("Bus Stop Shelter Property") shall be over, under, and through the property identified as "Easement #1" in Exhibit A, attached, and is described as follows:

[SEE "EASEMENT #1 FOR BUS SHELTER", ATTACHED AS EXHIBIT A]

6. **EASEMENT PROPERTY - MAINTENANCE ACCESS:** The City will need extra space around the bus stop shelter to install, maintain, and repair the bus stop shelter and/or other transit-related facilities installed. Therefore, the County also grants to the City an adjoining Easement limited in use to allow the construction,

maintenance, and repair of the bus shelter and/or other transit-related facilities. This limited Easement allowing use of County property by the City for construction, maintenance, and repair of the bus stop shelter and/or other transit-related facilities (Maintenance Property) shall be over, under, and through property identified as "Easement #2" in Exhibit A, attached, and is described as follows:

[SEE "EASEMENT #2 FOR BUS SHELTER MAINTENANCE", ATTACHED AS EXHIBIT A]

7. LOCATION OF EASEMENTS: A map identifying the locations both the Bus Stop Shelter Property and the Maintenance Property is attached and incorporated into this Agreement as Exhibit B.
8. ACCESS RIGHTS: The City shall have the right to access and use the Bus Stop Shelter Property and the Maintenance Property for any purpose related to the terms and conditions described in this Agreement.
9. USE BUS SHELTER EASEMENT FOR PUBLIC ACCESS AND PURPOSE: The City shall have the right to fully use the Bus Stop Shelter Property for all purposes associated with its public transit system. The Bus Stop Shelter Property will be accessible by the public, and will be subject to any rules and regulations for the use of bus stops and/or bus stop shelters as the City may from time to time approve or authorize. The City shall have the right to access, survey, lay, construct, use, operate, maintain, repair, replace, relocate, and/or remove a bus stop shelter and/or other transit-related facilities that may be necessary to carry out the purpose of this Easement Agreement. The installation of the bus shelter, and the continued use of the Bus Stop Shelter Property as a bus stop, shall be at the discretion of the City. The public shall have the right to use any sidewalks, cement pad, and bus shelter on the Bus Stop Shelter Property in a manner consistent with use of other bus shelters within the City by the public and/or consistent with City's specific rules for this particular shelter.
10. USE OF BUS SHELTER MAINTENANCE EASEMENT: The City shall be allowed to use the Maintenance Property on a limited and temporary basis to carry out construction, maintenance, and repair activities for the bus shelter and/or other transit-related facilities. The City shall have the right to use this Maintenance Property only for construction, maintenance, and repair purposes. The Maintenance Property shall be used only for periods reasonably necessary to complete each construction, maintenance, or repair project. Construction and maintenance access shall include the initial construction, as well as subsequent maintenance, repair, and replacement completed by, or at the direction of, the City. The County may install landscaping, fencing, or structures in the Maintenance Property that are otherwise allowed by City Code and approved by the City. The City is allowed to deny such improvements if they would materially affect the City's ability to construct, maintain, or repair the bus shelter and/or other transit-related facilities. However, the City's approval shall not be unreasonably withheld. The City shall be responsible for repairing the Maintenance Property to the extent the City has caused damage.
11. CONSTRUCTION/MAINTENANCE: The County will install at its expense the concrete pad, and a retaining wall around the pad necessary for support, for the bus stop shelter on the Bus Stop Shelter Property. The City's Transit system, GoTransit, will reimburse the County for any City building permit or other City fees related to the installation of the concrete pad. The concrete pad installation shall be according to the City's specifications to allow the proper installation of the City's bus stop shelter. The City will install at its expense the bus stop shelter structure on the concrete pad. Once the concrete pad and shelter structure are installed, the City will be responsible for future maintenance, repair, and replacement, except to the extent caused by the willful or negligent actions of the County. The City will grade and seed the Bus Stop Shelter Property and the Maintenance Property when appropriate after the initial construction and if necessary after future maintenance. The County is responsible for regular maintenance of the grass and vegetation on both the Bus Shelter Property and the Maintenance Property surrounding the concrete pad and shelter structure. Included in the County's regular maintenance responsibilities are mowing, and snow and ice removal.
12. INTERFERENCE WITH EASEMENT: The County, its agents or assigns, shall not interfere in any way with the City's use of its Easements. In particular the County shall not alter the slope or elevation of the Easement Properties, alter the vegetation associated with the Easement Properties, or install or construct any structures or improvements within the Easement Properties. The County shall not place, pile, or move snow or ice onto the Easement Properties. Prohibited structures or improvements include, but are not limited to, temporary or permanent building structures, driveways, parking areas, sheds, change in elevations, vegetation except grass, landscaping or fences. Both parties have an interest in keeping the Easement Properties free of litter, debris, and

obstructions. Each party will be responsible for removing materials or objects on the Easement Properties that they are responsible for, whether directly, indirectly, or inadvertently.

13. **USE OF EASEMENT BY OTHERS:** The County agrees that the City may temporarily assign its ability to access the Easement Properties for construction, maintenance, and related purposes to any contractor, third party, or other assignee who demonstrates to the City sufficient competence and gives adequate assurances that any work to be performed in or around the Easement Properties shall be conducted in a skillful manner, and that the County's interest in the Easement Properties shall be protected to the same extent as if the City itself was performing the construction, maintenance, and related activities.
14. **DEFAULT:** If either the County or the City reasonably believes that the terms of this Easement Agreement have been breached, then written notification of the alleged breach shall be delivered to the other party. The breaching party shall have thirty (30) days to cure any actual breach. However, the City may take immediate action when it believes that conditions materially interferes with the lawful use of the Easement Properties and/or pose an immediate danger or hazard to the public.
15. **TERM:** The Easements are being granted for public purposes and uses as described in this Agreement for as long as the Easement Properties are being or will be used by the City as a public transit bus stop. The City will notify the County in writing when the City has officially decided that it will no longer use the Easement Properties for as a public transit bus stop. The actual termination of Easement rights shall occur at a reasonable time after the City has officially and permanently ceased using the Easement Properties as a public transit bus stop. Each party agrees to cooperate in providing the other appropriate documentation to reflect the termination of the Easements. The City shall remove the bus stop shelter structure and concrete pad at its expense upon the termination of these Easements. All rights, title and privileges herein granted, including benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the County and the City, their respective subdivisions, heirs, executors, administrators, successors, assigns, and legal representatives.
16. **WAIVER:** No delay or omission by any party to this Agreement in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed as a waiver of the right or power. A waiver by one party of an obligation required of the other party shall not be construed to be a waiver of any other terms or conditions in this Agreement.
17. **INVALIDITY:** If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be determined to be invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall remain valid and enforceable to the fullest extent permitted by law.
18. **NO THIRD PARTY BENEFICIARY:** The terms of this Agreement are for the benefit of the two parties identified, and it is not the intention of either the County or the City that other persons or entities shall acquire any claims by or through this Agreement.
19. **MUNICIPAL LIABILITY:** Nothing in this Agreement is intended as a waiver of the either parties' right or opportunity to rely upon the governmental limitations and immunities contained within Wisconsin law. Governmental immunities and limitations include, but are not limited to, Sections 345.05, 893.80, and 893.83, Wisconsin Statutes. Such damage limits, caps and immunities are intended to be preserved by the Grantor and the Grantee and are incorporated into this agreement by the governments and their agents, offices, and employees. Such limitations and immunities shall apply to any dispute related to this Agreement, even if the underlying statutory and/or common law limitation is based upon a tort.
20. **GOVERNING LAW:** This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin. Venue for any action regarding this Agreement shall be the Winnebago County, Wisconsin, Circuit Court or, if a federal court action, then the appropriate district and/or branch within which Winnebago County is located.
21. **NOTICES:** Any notices required by this Easement Agreement shall be in writing and delivered via certified mail, return receipt requested, as follows. Changes to these addresses shall be in writing. In addition to formal notification, both parties agree to take reasonable measures to keep the other party informed of issues or questions regarding the Easement Properties.

FOR THE GRANTOR:

Winnebago County  
c/o Facilities Manager  
1221 Knapp Street  
Oshkosh, WI 54902

FOR THE GRANTEE:

City of Oshkosh  
c/o Director of Public Works  
P.O. Box 1130  
Oshkosh, WI 54903-1130

22. **AUTHORITY:** The County and the City affirm that all necessary boards and elected officials have approved the granting and acceptance of this Easement Agreement, and that the undersigned have the authority to sign this Agreement.

**SIGNATURE PAGE(S) FOLLOW**

DRAFTED BY:  
Attorney David J. Praska  
Deputy City Attorney  
Oshkosh, Wisconsin



July 14, 2017

Parcel 07-0162-0000  
448 Algoma Boulevard

Easement #1 for Bus Shelter

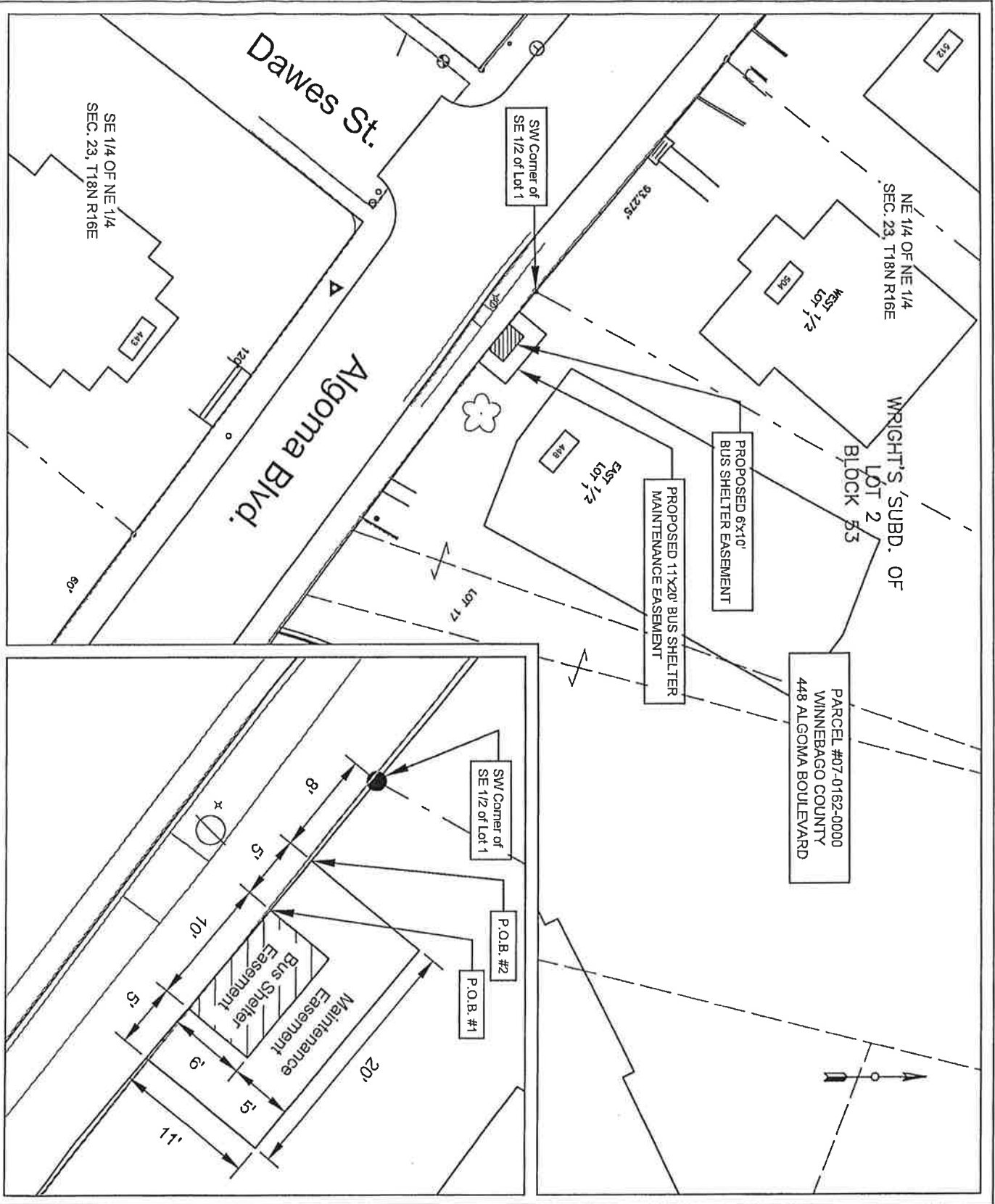
Part of SE 1/2 of Lot 1 of Wright's Subdivision of Lot 2 of Block 53 in the Northeast 1/4 of the Northeast 1/4 , Section 23, T18N R16E and in the Southeast 1/4 of the Northeast 1/4, Section 23, T18N R16E in the City of Oshkosh, Winnebago County.

Commencing at the Southwest corner of the Southeast 1/2 of Lot 1 of Wright's Subdivision of Lot 2 of Block 53 also being on the North line of Algoma Boulevard; thence Southeasterly 13.0 feet along the North line of Algoma Boulevard to the point of beginning #1; thence continuing Southeasterly 10.0 feet along the north line of Algoma Boulevard; thence Northeasterly 6.0 feet perpendicular to the North line of Algoma Boulevard; thence Northwesterly 10.0 feet along a line parallel to the north line of Algoma Boulevard; thence Southwesterly 6.0 feet perpendicular to the north line of Algoma Boulevard to a point on said north line and the point of beginning and containing 0.0013 acres (60 sq. ft.) of land.

Easement #2 for Bus Shelter Maintenance

Part of SE 1/2 of Lot 1 of Wright's Subdivision of Lot 2 of Block 53 in the Northeast 1/4 of the Northeast 1/4 , Section 23, T18N R16E and in the Southeast 1/4 of the Northeast 1/4, Section 23, T18N R16E in the City of Oshkosh, Winnebago County.

Commencing at the Southwest corner of the Southeast 1/2 of Lot 1 of Wright's Subdivision of Lot 2 of Block 53 also being on the North line of Algoma Boulevard; thence Southeasterly 8.0 feet along the North line of Algoma Boulevard to the point of beginning #2; thence Southeasterly 20.0 feet along the North line of Algoma Boulevard; thence Northeasterly 11.0 feet perpendicular to the North line of Algoma Boulevard; thence Northwesterly 20.0 feet along a line parallel to the north line of Algoma Boulevard; thence Southwesterly 11.0 feet perpendicular to the north line of Algoma Boulevard to a point on said north line and the point of beginning and containing 0.0050 acres (220 sq. ft.) of land.



**CITY OF OSHKOSH**  
ENGINEERING DIVISION

<b>FILE NAME:</b> 448 Algoma Blvd- Winnebago Co. Bus Shelter Easements.dwg	<b>DRAWN:</b> 07-17-2017
<b>GRAPHIC SCALE: (IN FEET)</b>	0 20 40 1 INCH = 40 FEET

**BUS SHELTER AND  
SHELTER MAINTENANCE EASEMENTS**  
448 Algoma Boulevard  
**Exhibit B**