

1 266-012022

2 **RESOLUTION: Execute Easement Agreement between Winnebago County and the City**
3 **of Oshkosh**

4
5
6 **TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:**

7 **WHEREAS**, The City of Oshkosh desires an easement on, underneath and through Wittman Regional
8 Airport property for the purpose of constructing, installing, operating and maintaining a landmark sign promoting and
9 identifying the Aviation Business Park land; and

10 **WHEREAS**, the cost of installation, operation, repair, and maintenance of the landmark sign will be borne
11 solely by the City of Oshkosh; and

12 **WHEREAS**, the Aviation Committee has reviewed the attached easement agreement and believes that its
13 execution would be in the best interest of the citizens of Winnebago County.

14 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
15 approves execution by the Winnebago County Executive and Winnebago County Clerk of the attached easement
16 agreement (91411220100) between Winnebago County and the City of Oshkosh for the purpose of providing ingress
17 and egress to and installation, operation and maintenance of a landmark sign on Wittman Regional Airport property.
18
19

20 Respectfully submitted by:

21 **AVIATION COMMITTEE**

22 Committee Vote: **4-0**

23 Vote Required for Passage: **Majority of Those Present**

24
25 Approved by the Winnebago County Executive this ____ day of _____, 2022.
26

27 _____
28 Jonathan D. Doemel
29 Winnebago County Executive

Easement Agreement

Document Number

Document Title

THIS INDENTURE, made this ____ day of _____, 2021,
by **WINNEABAGO COUNTY, WISCONSIN**, County or Grantor, and **CITY OF OSHKOSH, WISCONSIN** a municipal corporation, located in Winnebago County, Wisconsin, City or Grantee,

1. **PURPOSE:** The City, County, and other community partners have worked together to establish an aviation-related business park in the City and adjacent to the County's Wittman Regional Airport. The City seeks to construct an entrance and identifying sign at the entrance to the Aviation Business Park on property owned by the County.

Recording Area

Name and Return Address

City Attorney's Office

PO Box 1130

Oshkosh, WI 54903-1130

2. The County, its successors and assigns, gives and grants to the City, and the City, its successors and assigns, accepts, an Easement over, under, and through the Easement Property described in this Easement Agreement. The Easement may be used for all purposes related to the construction and maintenance of a sign benefitting the Aviation Business Park.

91411220100

Parcel Identification Number (PIN)

3. **GRANTOR'S PROPERTY:** The larger parcel owned by the County upon which the Easement is located is described as follows:

Lot One (1), CERTIFIED SURVEY MAP NO. 6925, recorded as Document Number 1682250 and Document Number 1699360 (affidavit of correction), located in the west 1.2 of the Northeast ¼ of Section 11, Township 18 North, Range 16 East, 14th Ward, City of Oshkosh, Winnebago County, Wisconsin.

4. **EASEMENT PROPERTY:** The Aviation Business Park entrance sign shall be constructed, operated, and maintained within an Easement over, under, and through property described as follows:

5.

Easement Property Legal Description Attached and Incorporated as Exhibit A

6. **LOCATION OF EASEMENT:** Maps identifying the location of the Easement for the Aviation Business Park sign are attached and incorporated into this Easement Agreement as Exhibit B. A rendering of a sign that may be initially installed in the Easement is attached as Exhibit C. The form, message, and materials of the sign may change from time to time at the discretion of the City.

7. **ACCESS RIGHTS:** Grantee shall have the complete right to access and use the Easement Property as described in this Easement Agreement.

8. **USE AS EASEMENT FOR PUBLIC MESSAGE SIGNAGE PURPOSES:** The Grantee will be installing a sign within the Easement Property acting as an entrance, informational, and promotional sign for the Aviation Business Park. Grantee shall have the right to fully use the Easement Property for all purposes associated with this sign. The sign may be lighted, and the Grantee shall be allowed to install any facility or utility necessary to have a lighted sign. The Grantee shall have the right to access, survey, lay, construct, use, operate, maintain, repair, replace, relocate, and/or remove a sign, and all appurtenances related to the sign, that may be appropriate for the stated purpose of this Easement. The actual sign that is installed, along with its maintenance and continued use shall be at the discretion of the Grantee

9. **CONSTRUCTION/MAINTENANCE:** Grantee will install at its expense the footings, foundations, structures, and appropriate utilities for the sign on the Easement Property. The construction and installation shall be according to Grantee's specifications and at its discretion. Once the sign structure is installed, Grantee will be responsible for all

of its subsequent maintenance, repair, and replacement, except to the extent caused by the willful or negligent actions of Grantor. Grantee will grade and seed the remainder of the Easement Property. Grantee shall retain all maintenance obligations for the sign. Grantor shall retain all maintenance obligations for the grass surrounding the sign within the Easement Property. Grantee may, at its discretion, move or remove snow from the Easement Property to ensure a desired visual effect of the sign.

10. **INTERFERENCE WITH EASEMENT:** The Grantor, its agents or assigns, shall not interfere in any way with the Grantee's use of the Easement, and in particular shall not alter the vegetation associated with the Easement Property, or install or construct any structures or improvements within the Easement Property. Grantor shall not place, pile, or move snow or ice on to the Easement Property. 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. Grantor shall be expected to promptly remove any materials or objects it is directly, or inadvertently responsible for locating in the Easement Property and interfering with the Easement Property. If Grantor fails to remove these improper materials or objects, Grantee may remove them at Grantor's expense.
11. **USE OF EASEMENT BY OTHERS:** The Grantor and the Grantee agree that the parties may temporarily assign the construction and maintenance rights identified herein to any contractor, third party, or other assignee who demonstrates a sufficient competence and gives adequate assurances that any work to be performed in or around the Easement Property will be conducted in a skillful manner, and that the parties' interests in the Easement Property shall be protected to the same extent as if the respective party was itself performing the construction and maintenance.
12. **DEFAULT:** If either Grantor or Grantee reasonably believes that the terms of this Easement have been breached, then written notification of the alleged breach shall be delivered to the other party. Any party in breach shall have thirty (30) days to cure any actual breach. However, Grantee may immediately remedy any circumstance when it believes that the circumstance materially interferes with the lawful use of the Easement Property and/or poses a danger or hazard to the public. The cost of such remedies shall be the responsibility of the party causing the circumstance to arise.
13. **TERM:** This Easement is being granted in perpetuity for public purposes and uses as described in this Agreement. 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 Grantor and Grantee, their respective heirs, executors, administrators, successors, assigns, and legal representatives.
14. **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 Easement Agreement shall be construed as a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Easement Agreement.
15. **INVALIDITY:** If any term or condition of this Easement Agreement, or the application of this Easement Agreement to any person or circumstance, shall be invalid or unenforceable, the remainder of this Easement Agreement, 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.
16. **NO THIRD PARTY BENEFICIARY:** The terms of this Easement Agreement are for the benefit of the two parties identified, and it is not the intention of either the Grantor or Grantee that other parties shall acquire any rights to enforce or benefit through this Easement Agreement.
17. **GOVERNMENTAL IMMUNITIES/ LIABILITY:** Both parties to this Agreement as of the date the Agreement is entered into are governmental bodies that benefit from certain statutory and common law immunities and limitations of liability. Nothing in this Easement Agreement is intended as a waiver of either party's right or opportunity to rely upon the governmental limitations and immunities contained within Wisconsin law. Damage limits, caps and immunities are intended to be preserved by the Grantor and Grantee and incorporated into this agreement by the entity, and its agents, offices, and employees. Such limitations and immunities shall apply to any dispute related to this Easement Agreement, even if the statutory and/or common law limitation is based upon a tort. The foregoing limitations do not apply to any successors in interest that are not governmental entities.

18. **GOVERNING LAW:** This Easement 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.
19. **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 Property.

FOR THE GRANTOR:

Winnebago County
c/o Director, Wittman Regional Airport
525 W 20th Ave
Oshkosh, WI 54902

FOR THE GRANTEE:

City of Oshkosh
c/o Director, Dept. of Community Development
P.O. Box 1130
Oshkosh, WI 54903-1130

20. **AUTHORITY:** The Grantee affirms that all necessary boards and elected officials have approved the acceptance of this Easement, and that the undersigned have the authority to sign this Easement Agreement on behalf of the Grantee. Grantor affirms that it has the authority without limitation to enter into this Easement Agreement. The undersigned assert and affirm that they have they have the authority without limitation to enter into this Easement Agreement on behalf of the Grantor.

SIGNATURE PAGE(S) FOLLOW

IN WITNESS WHEREOF, said Grantor and Grantee have hereunto set their hand and seal the day and year first above written.

GRANTOR

WINNEBAGO COUNTY

By: _____
Jonathan Doemel, County Executive

By: _____
Sue Ertmer, County Clerk

By: _____
Jim Schell, Director of Wittman Regional Airport

STATE OF WISCONSIN)
) ss.
WINNEBAGO COUNTY)

Personally came before me this _____ day of _____, 2021, the above named Jonathan Doemel, to me known to be such person who executed the foregoing instrument and acknowledged the same, for the purpose herein contained.

Notary Public, State of Wisconsin
My Commission expires: _____

STATE OF WISCONSIN)
) ss.
WINNEBAGO COUNTY)

Personally came before me this _____ day of _____, 2021, the above named Sue Ertmer, to me known to be such person who executed the foregoing instrument and acknowledged the same, for the purpose herein contained.

Notary Public, State of Wisconsin
My Commission expires: _____

STATE OF WISCONSIN)
) ss.
WINNEBAGO COUNTY)

Personally came before me this _____ day of _____, 2021, the above named Jim Schell, to me known to be such person who executed the foregoing instrument and acknowledged the same, for the purpose herein contained.

Notary Public, State of Wisconsin
My Commission expires: _____

GRANTEE

CITY OF OSHKOSH

By: _____
Mark A. Rohloff, City Manager

By: _____
Pamela R. Ubrig, City Clerk

STATE OF WISCONSIN)
) ss.
WINNEBAGO COUNTY)

Personally came before me this _____ day of _____, 2021, the above named Mark A. Rohloff and Pamela R. Ubrig of the City of Oshkosh, to me known to be such persons who executed the foregoing instrument and acknowledged the same, for the purpose herein contained.

Notary Public, State of Wisconsin
My Commission expires: _____

APPROVED AS TO FORM:

Lynn A. Lorensen, City Attorney

This instrument drafted by:
Attorney David J. Praska
Oshkosh, WI 54903-1130

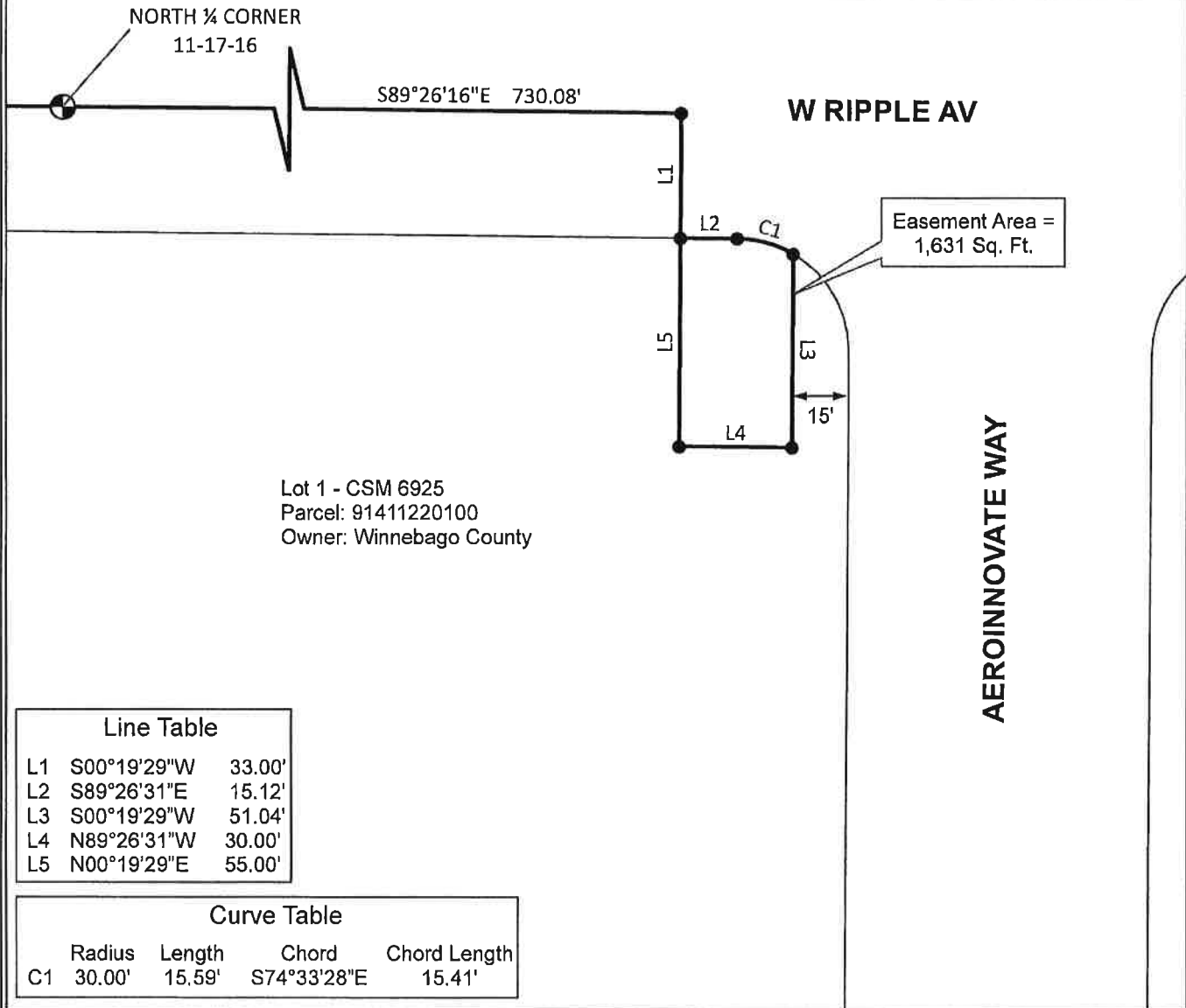
AVIATION BUSINESS PARK SIGN EASEMENT FROM WINNEBAGO COUNTY

PART OF LOT 1 OF CERTIFIED SURVEY MAP NUMBER 6925, RECORDED AS DOCUMENT NUMBER 1682250, WINNEBAGO COUNTY REGISTER OF DEEDS, LOCATED IN THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 11, TOWNSHIP 17 NORTH, RANGE 16 EAST, 14TH WARD, CITY OF OSHKOSH, WINNEBAGO COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTH ¼ CORNER OF SAID SECTION 11; THENCE S89°26'16"E, 730.08 FEET ALONG THE NORTH LINE OF SAID SECTION 11 TO A POINT; THENCE S00°19'29"W, 33.00' TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF W. RIPPLE AVENUE AND POINT OF BEGINNING; THENCE S89°26'31"E, 15.12 FEET ALONG SAID NORTH LINE TO THE BEGINNING OF 30.00-FOOT RADIUS ARC OF A CURVE TO THE RIGHT; THENCE 15.59 FEET ALONG SAID NORTH LINE AND ARC OF CURVE WITH A CHORD WHICH BEARS S74°33'28"E, 15.41 FEET TO A POINT; THENCE S00°19'29"W, 51.04 FEET TO A POINT; THENCE N89°26'31"W, 30.00 FEET TO A POINT; THENCE N00°19'29"E, 55.00 FEET TO THE POINT OF BEGINNING. SAID AREA CONTAINS 1,631 SQUARE FEET OR 0.374 ACRES, MORE OR LESS.

PART OF LOT 1 OF CERTIFIED SURVEY MAP NUMBER 6925, RECORDED AS DOCUMENT NUMBER 1682250, WINNEBAGO COUNTY REGISTER OF DEEDS, LOCATED IN THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 11, TOWNSHIP 17 NORTH, RANGE 16 EAST, 14TH WARD, CITY OF OSHKOSH, WINNEBAGO COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:

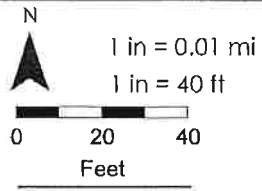
COMMENCING FROM THE NORTH ¼ CORNER OF SAID SECTION 11; THENCE S69°26'16"E, 730.08 FEET ALONG THE NORTH LINE OF SAID SECTION 11 TO A POINT; THENCE S00°19'29"W, 33.00' TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF W. RIPPLE AVENUE AND POINT OF BEGINNING; THENCE S89°26'31"E, 15.12 FEET ALONG SAID NORTH LINE TO THE BEGINNING OF 30.00-FOOT RADIUS ARC OF A CURVE TO THE RIGHT; THENCE 15.59 FEET ALONG SAID NORTH LINE AND ARC OF CURVE WITH A CHORD WHICH BEARS S74°33'28"E, 15.41 FEET TO A POINT; THENCE S00°19'29"W, 51.04 FEET TO A POINT; THENCE N89°26'31"E, 30.00 FEET TO A POINT; THENCE N00°19'29"E, 55.00 FEET TO THE POINT OF BEGINNING. SAID AREA CONTAINS 1,631 SQUARE FEET OR 0.374 ACRES, MORE OR LESS.



Line Table		
L1	S00°19'29"W	33.00'
L2	S89°26'31"E	15.12'
L3	S00°19'29"W	51.04'
L4	N89°26'31"W	30.00'
L5	N00°19'29"E	55.00'

Curve Table				
Radius	Length	Chord	Chord Length	
C1	30.00'	15.59'	S74°33'28"E	15.41'

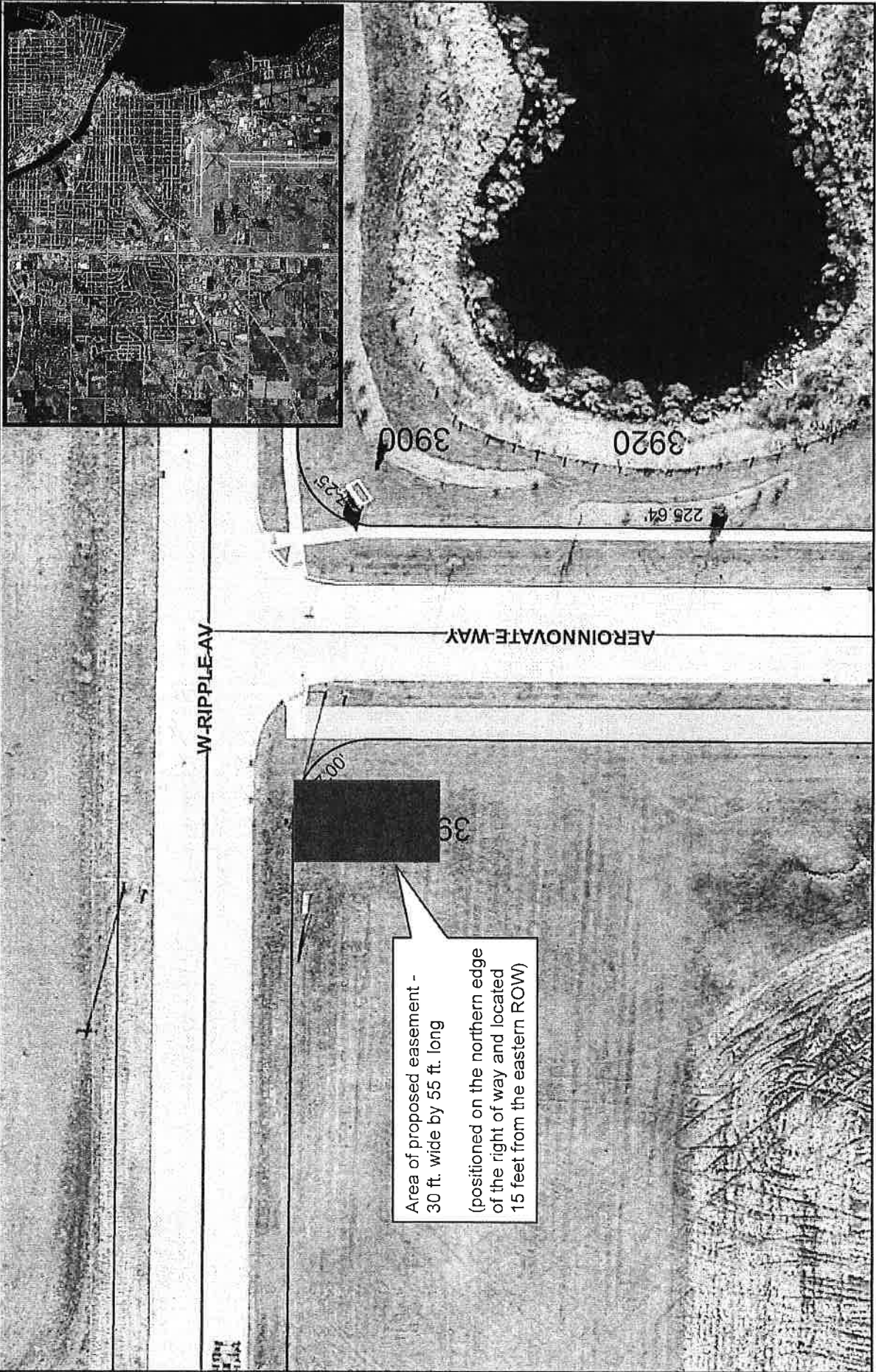
Exhibit ___
 Sign Easement - Aviation
 Business Park



City of Oshkosh maps and data are intended to be used for general identification purposes only, and the City of Oshkosh assumes no liability for the accuracy of the information. Those using the information are responsible for verifying accuracy. For full disclaimer please go to www.ci.oshkosh.wi.us/GISDisclaimer

Printing Date: 8/18/2021

Prepared by: City of Oshkosh, WI



Aviation Business Park - Proposed Sign Easement

The City of Oshkosh creates and maintains GIS maps and data for its own use. They may show the approximate relative location of property, boundaries and other feature from a variety of sources. These map(s)/datasets are provided for information purposes only and may not be sufficient or appropriate for legal, engineering, or surveying purposes. They are provided "AS-IS" without warranties of any kind and the City of Oshkosh assumes no liability for use or misuse. Any flood information shown on this map DOES NOT represent the official adopted FEMA boundaries. It is the responsibility of the user to determine flood boundaries from the existing Flood Insurance Rate Maps.

N
 1 in = 0.01 mi
 1 in = 50 ft
 Printing Date: 8/17/2021
 Prepared by: City of Oshkosh, WI



CSC TO PROVIDE POLES, SET FOUNDATION, AND INSTALL MONUMENT.

MON-2: LOC-2
LOCATION TBD
OPTION C



400 WASHINGTON BLVD, SUITE 1000, WILMINGTON, DE 19801
 302.333.8900 GREENBAYSIGNS.COM

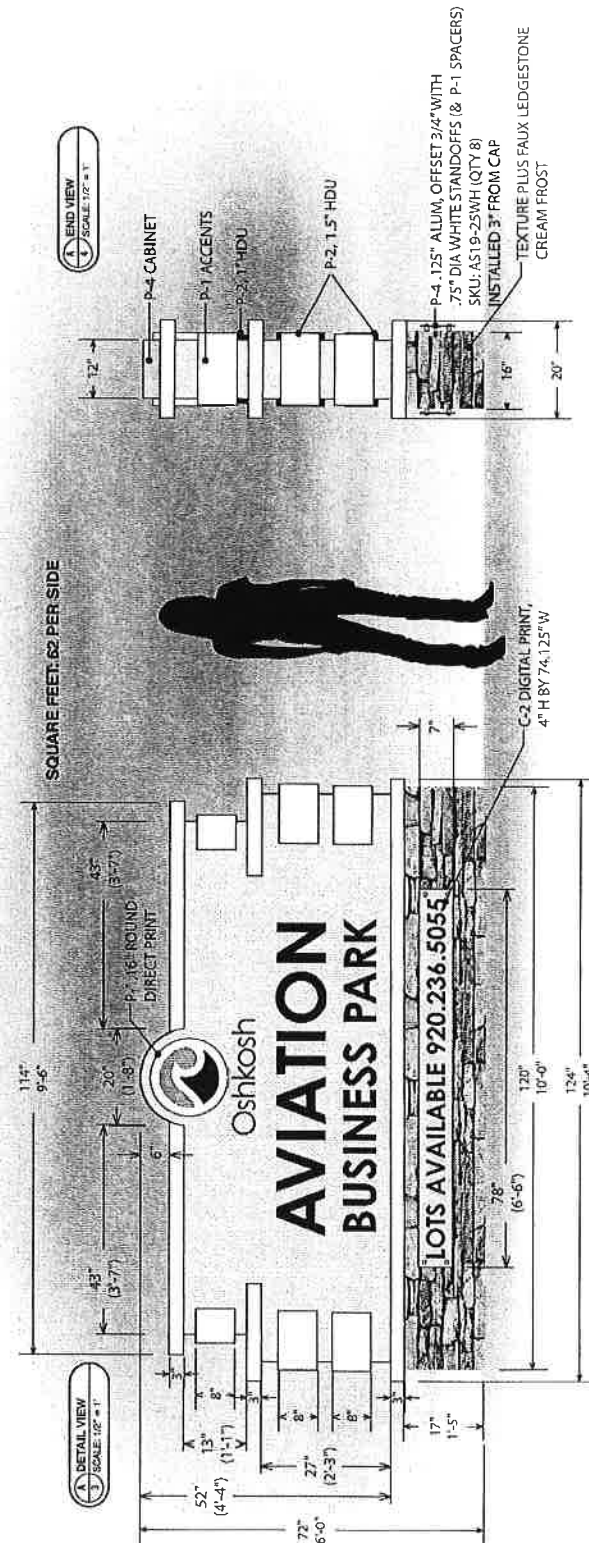
CLIENT: OSKOSH, CITY OF
LOCATION: VARIOUS IN OSKOSH
DRAWN BY: BRIDGET N
SALESPERSON: KELSEY H
DATE: 05/22/2021
DESIGN #: DT7805
PAGE: 2/2

REVISION LOG: INTL DATE DESCRIPTION

QTY	DESCRIPTION
1	MONUMENT
1	QUANTITY: 1
	SIDES: D/F
	CABINET: FABRICATED ALUM (12')
	LIGHTING: NON-LIT
	FACES: 125" ALUMINUM
	LETTERS: INSET 1 1/2" HOLLOW DIMENSIONALLY ROUTED
	GRAPHICS: DIRECT PRINT, 1ST SURFACE, (ODN)
	DIGITAL PRINT & CUT (LOTS AVAILABLE)
	VINYL: PREMIUM WITH GLOSS LAM
	OTS PANEL: 125" ALUMINUM OFFSET 3/4" W/
	POLE COVER: TEXTURE PLUS FAUX STONE LEDGESTONE
	FONT: CENTURY GOTHIC BOLD
	CAP: 3" ALUM
	POLE COVER: TEXTURE PLUS FAUX STONE LEDGESTONE
	CREAM FROST
	MOUNTING: DIRECT EMBEDMENT, CSC TO INSTALL & SET FOUNDATION.
	INSTRUCTION: CSC TO PRODUCE AND INSTALL NON-LIT HDU MONUMENT SIGN (POLES PROVIDED BY OSKOSH)
	SQUARE FEET: MONUMENT IS 62 SQUARE FEET ON EACH SIDE (72 ALLOWED)
	COLORS:
	<input type="checkbox"/> P-1 WHITE (MATE)
	<input type="checkbox"/> P-2/C-2 TO MATCH PMS 7686 C (MATE) PMS 7686
	<input type="checkbox"/> C-3 PMS 2169 C
	<input type="checkbox"/> P-4 TO MATCH PMS COOL GRAY 1C (MATE)

CUSTOMER SIGNATURE FOR DESIGN APPROVAL:

SIGNATURE DATE



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 CONTACT YOUR SIGN CONSULTANT TO PURCHASE THE RIGHTS TO THIS DESIGN.

CUSTOMER RESPONSIBILITIES
 Please review all drawings in detail closely, as Creative Sign will produce signs as approved drawing indicates. Some changes may occur based on production needs. While Creative Sign will make every effort to accommodate your requests, we cannot guarantee that the final product will be identical to the drawing. We cannot guarantee that the above copy, including names and sizes, appear as desired. Creative Sign will make every effort to closely match colors, including PMS, where specified. We cannot guarantee exact matches due to varying compatibility of substrate materials and paints used.



CUSTOMER SIGNATURE FOR DESIGN APPROVAL



MEMORANDUM

TO: Winnebago County Board of Supervisors

FROM: Jim Schell, Airport Director

RE: Easement for Business Park sign between Winnebago County and City of Oshkosh

DATE: January 18, 2022

SCOPE: Sean Fitzgerald with the City of Oshkosh is looking into a landmark sign for the county side of the Aviation Business Park property. The City has funding available in their existing budget to construct the sign. The easement area proposed will allow equipment in to construct, operate and maintain the sign. At the October 6th, 2021 Aviation Committee meeting, Supv. Konetze moved to recommend the approval of the easement, seconded by Supv. Lautenschlager. Motion carried 4/0.

SPACE: 1,631 Sq. Ft. on the southwest corner of W Ripple Ave and Aeroinnovate Way, on Winnebago County Aviation Business Park land. Parcel ID Number 91411220100.

RECOMMENDATION: Approve the easement for a business park landmark sign between Winnebago County and the City of Oshkosh