

EXECUTIVE COMMITTEE

DATE: Tuesday, May 16, 2017

TIME: 8:30 a.m.

LOCATION: Wood County Courthouse, Room 317A

1. Call meeting to order
2. Citizen comments
3. Consideration/approval of Easement Agreement on Elk's Parking Lot
4. Authorization to proceed on negotiations and execution of lease agreement on Muppet Parking Lot
5. Adjourn

RECIPROCAL EASEMENT AGREEMENT

This parking lot access and use Reciprocal Easement Agreement is entered into this 16th day of May, 2017, by and between the County of Wood, hereafter referred to as "County," and Wisconsin Rapids Lodge No. 693, Benevolent and Protective Order of Elks of the United States, Incorporated, and hereafter referred to as the "Elks."

RECITALS

- A. Whereas, the County possesses a legal interest in a parking lot generally situated to the southeast of the Elks lodge for which the Elks are interested in using when its activities are conducted in the evenings and over the weekend when the County doesn't otherwise have a need for parking vehicles on said parking lot, and
- B. Whereas, the Elks own property adjacent to their lodge that is available for parking by the County during normal business hours but which parking lot needs improvements to it for which the County is willing to provide in exchange for use of the parking during normal business hours, and
- C. Whereas, the County and the Elks wish to memorialize an exchange of parking lot access and use rights for their mutual benefit.

GRANT OF EASEMENTS

Now, therefore, in consideration of the above recitals, the Elks and the County agree as follows:

- 1. The Elks hereby grant to the County an exclusive easement with respect to parking on and over its parking lot (see attached legal description of the Elks Parking Lot – Exhibit A) to access the County Parking Lot. The purpose of the access easement is to provide both vehicular and pedestrian access to and from the County Parking Lot via the Elks Parking Lot by employees and customers of the County.
- 2. The Elks hereby grant to the County an exclusive easement with respect to parking to use the Elks Parking Lot (Exhibit A) for parking by employees and customers of the County during normal business hours on normal business days. The Elks reserve the right to designate three specific parking spots for the exclusive use of the Elks. The Elks may also temporarily designate all Elks parking spaces for the exclusive use of the Elks and their guests on up to two occasions each month during normal business hours. Ingress and egress via the McKinley Street driveway will still be allowed to the County staff and visitors on and during these occasions.
- 3. The County hereby grants to the Elks an easement to use the County Parking Lot (see attached legal description of the County Parking Lot – Exhibit B) for parking by employees and visitors of the Elks other than during normal business hours on normal business days.
- 4. Consistent with Wis. Stat. s. 83.018 and the Public Purpose Doctrine, the County will be performing paving and snow plowing on the Elks Parking Lot. Each party is responsible for maintaining their respective parking lots as they deem appropriate.
- 5. The County further agrees to repave the Elks parking lot during 2017 and to periodically salt and plow the snow that accumulates thereon at the same time and in the same manner

as the County uses to plow and salt its own adjacent parking lot such that the County may exercise its rights under this agreement. The Elks reserve the right and obligation to remove the snow from the Elks Parking Lot as they deem fit for their purposes and may plow the County's parking lot if and when needed at its own cost.

6. Each party may post signs on its own parking lot and may post signs on the other party's parking lot with the prior written consent of the authorized representative of the other party.
7. This Reciprocal Easement Agreement may be terminated by either party upon 90 days advance written notice. If the Elks terminate this agreement within the first 15 years, the County's initial cost in paving the Elks' Parking Lot shall be reimbursed on a pro-rata basis to the County (6.6% per year for each full year of termination prior to the 15th year).
8. This Reciprocal Easement Agreement will not be modified or amended except by execution of a written instrument signed by the authorized representative of each party.
9. Neither party may assign its interests and obligations as set forth herein without the prior written agreement of both parties.
10. This Reciprocal Easement Agreement shall be governed by and construed under the laws of the State of Wisconsin.
11. The transfers of interests herein are exempt from return and fee per Wis. Stat. s. 77.25(2) and (2g).
12. The County agrees to defend, hold harmless and indemnify the Elks from all damages, losses, costs, attorney's fees, charges and expenses which the Elks may sustain, incur or be liable for in connection with any claims or demands arising out of and in connection with County use or occupancy of this easement and use by County employees, agents, guests, invitees or others whose use arises by or through the County.
13. The Elks agree to defend, hold harmless and indemnify the County from all damages, losses, costs, attorney's fees, charges and expenses which the County may sustain, incur or be liable for in connection with any claims or demands arising out of and in connection with the Elks use or occupancy of this easement and use by the Elks employees, agents, guests, invitees or others whose use arises by or through the Elks.
14. The parties shall name each other (including officers, trustees and directors) as an additional insured on their respective insurance policies, maintain liability limits of not less than one million dollars on their respective policies, and provide certificates to each other indicating the same.
15. Normal business hours shall be defined as 7:00 A.M. to 4:30 P.M. on those days during which County governmental offices are normally open.

In witness whereof the parties have executed this Agreement as of the date set forth above.

County of Wood:

Cynthia Cepress

Wood County Clerk

This Agreement is entered into by Wood County pursuant to Wood County Board Resolution #16-10-9.

STATE OF WISCONSIN
COUNTY OF WOOD

Personally came before me this ____ day of May, 2017, the above named Wood County Clerk, Cynthia Cepress, to me known to be the person executing this instrument and I acknowledge same.

Signature of Notary

Printed Name of Notary

Notary Public, State of Wisconsin
My Commission (expires) (is) _____

Wisconsin Rapids Lodge No. 693,
Benevolent and Protective Order of Elks of the United States, Incorporated

STATE OF WISCONSIN
COUNTY OF WOOD

Personally came before me this ____ day of May, 2017, the above named _____, to me known to be the person executing this instrument and I acknowledge same.

Signature of Notary

Printed Name of Notary

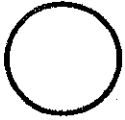
Notary Public, State of Wisconsin
My Commission (expires) (is) _____

Attachments

Exhibit A – Legal Description of Elks Parking Lot

Exhibit B – Legal Description of Wood County Parking Lot

WOOD COUNTY



RESOLUTION#

ITEM# 1-1

DATE May 16, 2017

Effective Date May 16, 2017

Introduced by Executive Committee
Page 1 of 1

LAD

Motion:	Adopted:	
1 st	Lost:	
2 nd	Tabled:	
No:	Yes:	Absent:
Number of votes required:		
<input checked="" type="checkbox"/> Majority	<input type="checkbox"/> Two-thirds	
Reviewed by: <u>PAK</u>	, Corp Counsel	
Reviewed by: <u>MJM</u>	, Finance Dir.	

INTENT & SYNOPSIS: To authorize the entry into an annual lease with Muppet Properties, LLC, for their parking lot.

FISCAL NOTE: Rent of \$2,300 per year plus costs for plowing the parking lot.

		NO	YES	A
1	LaFontaine, D			
2	Rozar, D			
3	Feirer, M			
4	Wagner, E			
5	Fischer, A			
6	Breu, A			
7	Ashbeck, R			
8	Kremer, B			
9	Winch, W			
10	Henkel, H			
11	Curry, K			
12	Machon, D			
13	Hokamp, M			
14	Polach, D			
15	Clendenning, B			
16	Pliml, L			
17	Zurfluh, J			
18	Hamilton, B			
19	Leichtnam, B			

WHEREAS, the River Block Subcommittee isn't sure how much parking will be needed for the staff and clients at the River Block building but would prefer to secure excess parking rather than not have enough parking, especially for the short term, and

WHEREAS, the owners of a lot adjacent to the Tribune building have advised the River Block Subcommittee that it would agree to lease its approximate 26-space parking lot to the County by means of a renewable annual lease for its costs (generally: property taxes, insurance and storm sewer fees) which total about \$2,300, and

WHEREAS, the owners of the parking lot, known as the Muppet parking lot, have presented a lease to the County, which lease is in the Corporation Counsel's office, and the River Block Subcommittee has reviewed the lease, found it acceptable and referred the matter to the Executive Committee for its consideration, and

WHEREAS, there haven't been any real negotiations on this lease, such that Rule 42 of the Board would have been violated, rather Muppet

Properties, LLC, has simply offered to lease the parking lot to the County on terms the subcommittee thought were very much in the County's best interest and the Executive Committee concurs with that conclusion.

NOW, THEREFORE, THE WOOD COUNTY BOARD OF SUPERVISORS HEREBY RESOLVES to authorize the Maintenance Supervisor to enter into the parking lot lease agreement for the Muppet parking lot with the costs therefor coming from funds budgeted to the Maintenance Department.