

OWNERSHIP AND USE AGREEMENT

CENTRAL PARK SITE

This Agreement made and entered into as of the ____ day of _____, 2021, by and between the School District of Milton (the “School District”) and the City of Milton (the “City”), the School District and the City hereinafter collectively referred to as the “Parties”.

RECITALS

A. The City is the owner of certain real estate located in the City of Milton, Rock County, Wisconsin, as described on the attached Exhibit A and referred to in the exhibit and this Agreement as the “Central Park Site”. The Central Park Site has site improvements consisting of a ballfield, tennis courts, restrooms / storage building and a pavilion.

B. The Central Park Site is situated North and East of, and adjacent to, real estate owned by the School District and serving as its high school site (the “High School Site”).

C. The Central Park Site has been used by the School District and its students for curricular, extra-curricular and recreational uses and programming, while also providing recreational and parkland uses to the City and the general public.

D. The School District wishes to make certain improvements and upgrades to the Central Park Site to facilitate and enhance its uses for school purposes.

E. In recognition of the nature and extent of the School District’s current and planned use of Central Park Site, its proximity to the High School Site, and the School District’s contemplated expenditure of resources to the improvement and upkeep of the site, the Parties wish to provide for the transfer of ownership and control of the Central Park Site to the School District under the terms hereinafter set forth.

AGREEMENT

THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Transfer of Ownership and Title to Central Park Site. The City shall convey title to the Central Park Site to the School District, which conveyance shall occur contemporaneously with the execution of this Agreement. The Central Park Site is conveyed to the School District on an “As-Is” basis, with no representations or warranties regarding same except as to the warranties of title in the deed from the City to the School District. The ownership and use of the Central Park Site by the School District shall be subject to the terms hereinafter set forth.

2. Use of Central Park Site.

a. The School District shall have the primary right to use the Central Park Site during normal school hours and, outside of normal school hours, for School District related activities (regardless of the season).

b. Individuals and community user groups (hereinafter referred to as the “General Public”) shall have the right to use the Central Park Site (including the right to use of such improvements as may be situated thereon from time to time) for recreational and parkland purposes, provided such use shall not conflict with the primary usage rights of the School District. Every use of the Central Park Site by the General Public shall be subject to School District approval procedures and practices to confirm the availability of the grounds and improvements, and the fee (if any), for such use, and further subject to compliance with the School District’s rules, regulations and facilities use policies as amended from time to time.

3. Maintenance of Central Park Site. The School District shall have control over, and be responsible for maintenance of, the Central Park Site. Such maintenance shall include lawn and landscape maintenance, litter and trash pickup and removal, and removal of ice and snow from walkway areas. Notwithstanding the foregoing, the School District shall have the right to require cleanup of the Central Park Site, and to assess responsibility to payment of damages caused to the site, as a condition to authorized use of the Central Park Site by members of the General Public.

4. Access to Central Park Site. For purposes of exercising authorized usage rights hereunder, the General Public shall have the right to vehicular and pedestrian access to the Central Park Site over the driveway entrance from Municipal Drive to the Central Park Site, and to park vehicles in the parking areas within the Central Park Site, subject to the School District’s priority over use of said driveway areas and parking lot during normal school hours and, outside of normal school hours, for School District related activities.

5. Miscellaneous.

a. Nothing contained in this instrument shall be construed to make the City and the School District, or their successors and assigns, partners or joint venturers of each other or to render either party liable for the debts or obligations of the other Party.

b. Non-use or limited use of rights established under this instrument for the benefit of the General Public shall not prevent the later use of rights to the fullest extent authorized in this instrument.

c. Any and all rights and interest of the City and the General Public under this Agreement shall cease, expire and terminate in the event and at such time as the School District shall cease to be the owner of the High School Site.

d. Should the School District seek to divest itself of ownership of the Central Park Site it shall first offer in writing to the City to convey the same to the City, at no cost to the City. The City shall have 45 days following receipt of the offer to accept the offer in writing, in which case title to the Central Park Site shall be conveyed to the City on an "As-Is" basis, with no representations or warranties regarding the same except as to warranties of title in the deed from the School District to the City. In the absence of acceptance of such offer by the City within such 45 day period, the rights of the City under this paragraph shall expire and be of no further effect.

e. This Agreement may be amended or modified only by a written amendment approved and executed by the City and the School District.

f. This instrument sets forth the entire understanding of the Parties with respect to the subject matter herein and may not change except by written document executed by both Parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first above-written.

SCHOOL DISTRICT OF MILTON

DRAFT

By: _____
School Board President

Attest: _____
School District Clerk

CITY OF MILTON

By: _____
City Administrator

Attest: _____
City Clerk

STATE OF WISCONSIN)
)
COUNTY OF ROCK) ss.

Personally came before me this ____ day of _____, 2021, the above-named _____ and _____, to me known to be the persons who executed the foregoing instrument on behalf of the School District of Milton and acknowledged the same.

Notary Public, Rock County, Wisconsin.
My commission expires:_____

STATE OF WISCONSIN)
)
COUNTY OF ROCK) ss.

Personally came before me this ____ day of _____, 2021, the above-named _____ and _____, to me known to be the persons who executed the foregoing instrument on behalf of the School District of Milton and acknowledged the same.

Notary Public, Rock County, Wisconsin.
My commission expires:_____

This instrument drafted by
Attorney William L. Fahey

EXHIBIT A

Legal Description for the “Central Park Site”

[insert]

DRAFT