

AGREEMENT

This Agreement is entered into by and between the City of Columbus (hereinafter “City”) and the Columbus School District (hereinafter “School”) effective as of the ____ day of _____, 2025.

WHEREAS, City is the owner of a parcel of land dedicated as a public park within the City limits of Columbus and more particularly described as Parcel No. 893 (hereinafter “the Park Parcel”); and

WHEREAS, School desires to construct and maintain a shed on the Park Parcel for the purpose of storage of School property; and

WHEREAS, for good and valuable consideration the receipt of which is hereby acknowledged, City and School do hereby agree as follows:

1. **Use of the Park Parcel.** City hereby grants to School the use of the Park Parcel for the purpose of constructing and maintaining a shed on the Park Parcel. City grants this license to School on a year-round basis.
2. **Site Plan.** School shall provide City with a site plan for the Park Parcel which outlines the approximate location of the shed and other items such as access points to the shed and landscaping. City shall approve the site plan prior to construction.
3. **Construction of Shed.** School, at its sole cost and expense, shall be allowed to pour a concrete pad for the shed and then construct the shed in a configuration and construction as determined by School and set forth in the site plan. School shall be responsible for all site preparation for the construction of the concrete pad and the shed and all site preparation and construction shall be done in compliance with local, state and federal rules and be inspected and approved by City Building Inspector. Access to the shed shall be ADA compliant.
4. **Insurance.** City shall be responsible for maintaining general liability insurance for the Park Parcel. School shall be responsible for maintaining general liability insurance for the shed and other improvements located on the Park Parcel. Each party shall provide the other with a certificate of insurance upon request and the parties shall agree on the appropriate level of insurance to be maintained by the School in order to insure the shed and other improvements. Each party agrees to indemnify and hold the other harmless for liability for damages or injury to persons or property with respect to acts of employees and activity participants, subject to the limitations of §893.80 of the Wisconsin Statutes.

5. **Removal.** The shed and all improvements made by School shall be allowed to remain on the Park Parcel as long as this Agreement remains in full force and effect. If the shed is damaged, School shall be responsible for restoring the shed to a usable condition. If the shed is destroyed, or School elects to remove the shed to a different location, School shall be responsible for restoring the Park Parcel to the condition the Park Parcel was in prior to the shed being constructed, including removal of all concrete and other foundation material, filling of all holes, removal of all equipment, landscaping and other improvements
6. **Termination.** This Agreement shall remain in full force and effect from the date of execution until this Agreement is terminated by either party. Either party may terminate this Agreement by giving 90 days' notice of such intent in writing to the other party. This Agreement may be mutually terminated at any time. Upon the termination date of this Agreement, School shall return the Park Parcel to the condition it was in prior to the installation of the shed. This includes, but is not limited to, removal of all concrete and other foundation material, filling of all holes, removal of all equipment, landscaping and other improvements.

CITY OF COLUMBUS

Date: _____, 2025

Date: _____, 2025

By: _____
Joseph Hammer, Mayor

By: _____
Susan L. Caine, Clerk

COLUMBUS SCHOOL DISTRICT

Date: _____, 2025

Date: _____, 2025

By: _____

School Board President

By: _____

School Board Secretary