CITY OF STOUGHTON
PARKS & RECREATION DEPARTMENT

Dan Glynn, Director
Tony King, Recreation Supervisor
Greg Hoyte, Youth Center Manager
207 S. Forrest Street Stoughton, WI 53589
(608) 873-6746 www.stoughtonrec.com

From: Dan Glynn, Director of Parks & Recreation

To: Parks & Recreation Committee

Subject: School Bus Garage

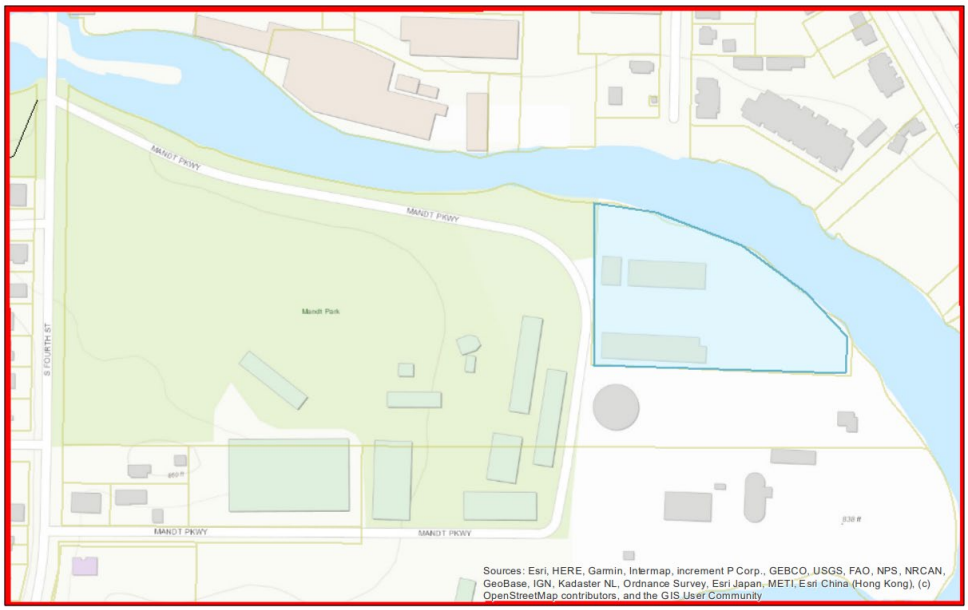
Date: June 16, 2022

While I was preparing the grant application for the 2022 DNR Outdoor Recreation grants program for the Mandt Park improvements, I came across the deed for the bus facility. The City sold the School District the property for $1 in 1962.

There a covenants within the deed and one has to do with the school district allowing parking within the property for city events. This was interesting as the fair has made it clear that the lack of parking within the park makes it harder for them to run their events. We had a meeting with school district officials a few years ago about using the area for parking during the fair and they told us no. After finding the deed, I sent the deed to the school district's Buildings & Grounds Supervisor and asked them if they would reconsider the parking arrangement. They gave me the same answer as before. I then sent the deed to the City Attorney and he said the covenants within the deed are not enforceable since the school district never signed the deed.

The Mayor has had discussion with the School Board President about the land, but hasn't heard back from School District staff about the land.

Bus Garage



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QUIT CLAIM DEED

THIS INDENTURE, Made this 31st day of May, A.D., 1962, between the City of Stoughton, a municipal corporation, party of the first part, and Jt. School District No. 3, City of Stoughton, and Towns of Albion, Christiana, Cottage Grove, Deerfield, Dunkirk, Dunn, Rutland and Pleasant Springs in Dane County, and the Town of Porter in Rock County, Wisconsin, party of the second part,

W I T N E S S E T H

That the said party of the first part, for and in consideration of the sum of One Dollar and other good and valuable consideration to it in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has give, granted, bargained, sold, remised, released and quit-claimed, and by these presents does give, grant, bargain, sell, remise, release and quit-claim unto the said party of the second part, and to its successors and assigns forever, the following described real estate, situated in the County of Dane, State of Wisconsin, to-wit:

Commencing at the Southeast corner of Lot 9, Block 1, Peter R. Peterson's Addition to the City of Stoughton;
Thence South 221.12 feet to an iron stake and the point of beginning of this description;
Thence N 71° 37' 30" W, 133.93 feet to an iron stake;
Thence S 2° 05' W, 335.66 feet to an iron stake;
Thence S 87° 55' E, 542.40 feet to an iron stake;
Thence N 2° 05' E, 60.00 feet to an iron stake;
Thence N 51° 31' W, 327.00 feet to an iron stake;
Thence N 71° 37' 30" W, 157.07 feet to an iron stake and the point of beginning together with riparian rights on the Yahara River to the North of this parcel shown on Map No. 4023-L recorded in the Dane County Surveyor's office. This parcel is comprised of 3.106 acres.

The grantor covenants and agrees as follows:

1. That it will rough grade and fill that part of the above described real estate on which the proposed bus-storage garage of the School District will be located and that part of said described real estate lying south of the bus-storage garage, without cost to the School District, and the City and the School District will share equally the cost of providing the area with finished gravel fill.

1a. The City will permit the School District to have an adequate means of ingress and egress over other land owned by the city and lying west of the land herein conveyed, for the purpose of transporting school buses and other vehicles to and from the land conveyed.

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2. The School District will locate its storage building as far north on said real estate as is feasible.

3. The City will completely remove five trees located on the described real estate.

4. The School District will permit the parking of vehicles in the area south of the proposed bus-storage garage during public events being held in the Mandt Park area, except that such parking of vehicles shall not at any time interfere with the School District's use of the area for bus-storage purposes; provided, however, that the City will at all times take adequate measures to protect the garage doors from damage from vehicles permitted to park in the area.

5. The City will remove snow from the ramp area south of the garage to be constructed on the premises, provided, however, that such obligation on the part of the City to remove snow shall at all times be secondary to the City's primary obligation to remove snow from city streets.

To Have and To Hold the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the said party of the first part, either in law or equity, either in possession or expectancy of, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns forever.

In Witness Whereof, party of the first part has caused these presents to be signed by Liniel Cooper, Mayor, and H. M. Swendsen, City Clerk, this 31st day of May, A.D., 1962.

Signed and Sealed in Presence of:

William E. Chritton

William E. Chritton

CITY OF STOUGHTON

By: Liniel Cooper

Liniel Cooper, Mayor

H. M. Swendsen

H. M. Swendsen, City Clerk

STATE OF WISCONSIN)
)ss
COUNTY OF DANE)

Personally came before me, this 31st day of May, A.D., 1962, Liniel Cooper, Mayor, and H. M. Swendsen, City Clerk, of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such Mayor and Clerk, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

RECORDED

SEP 6 1962

At 11 50 o'clock A M

William E. Chritton

William E. Chritton
Notary Public, Dane County, Wisconsin.
My commission expires Dec. 9, 1962.

THIS INSTRUMENT DRAFTED BY ATTY. WILLIAM E. CHRITTON