

PERMIT

WisDOT – Rails & Harbors
P.O. Box 7913
Madison, WI 53707-7913

THIS PERMIT is made by and between the State of Wisconsin Department of Transportation (WisDOT) and _____(Permittee) pursuant to the requirements of City of Madison General Ordinance 8.15(2)(b).

RECITALS

WHEREAS WisDOT is the owner of certain real property (Premises) located at:

Property address _____

WHEREAS the Permittee desires to [*describe what this Permit is intended for*]

The premises as shown on Exhibit A attached hereto and hereby made a part hereof located on a part of the State of Wisconsin-owned right of way and containing approximately _____ square feet, more or less.

; and

WHEREAS WisDOT is willing to [*describe what WisDOT is willing to permit on WisDOT owned land*] under the terms of this Permit.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration the Permittee agrees to pay WisDOT the sum of _____ **and 00/100 Dollars (\$_____ .00) per year payable in advance**, the first payment of which is due January 1, 20____ in order for Permittee to utilize the Premises pursuant to the terms and conditions within this Permit. WisDOT and Permittee agree to the following terms and conditions:

Return: WisDOT – Rails & Harbors
6th Floor South
P.O. Box 7913
Madison, WI 53707-7913
Attn: *Insert Name*

Parcel Identification Number (PIN): _____

1. **Purpose.** WisDOT agrees that Permittee may [*describe what this Permit allows Permittee to do on the Premises.*]
2. **Term.** This Permit shall be in effect for ____ () year(s) commencing on _____ and ending on _____.
3. **Termination.** WisDOT may terminate this Permit by providing thirty (30) days' written notice to Permittee if WisDOT determines that the continued use of the Premises by the Permittee will interfere with the future management objectives of WisDOT as to the corridor. If WisDOT determines that Permittee breached any term or condition contained in this Permit, WisDOT may terminate this Permit immediately.
4. **Non-Assignment.** Neither this Permit nor any right or duty in whole or in part by the Permittee under this Permit may be assigned, delegated, or subcontracted without the prior written consent of WisDOT. A sale or conveyance of the Permittee' property concerning this Permit would require a new Permit application.
5. **Maintenance.** The Permittee shall maintain the Premises in a safe condition at all times.
6. **No Parking or Storage.** The Permittee shall not park or store any vehicles or equipment on the Premises at any time unless prior written approval is obtained from WisDOT.
7. **Construction.** The construction of new structures will not be allowed. The Permittee shall submit for approval to WisDOT a plan describing the intended repair or removal of existing encroaching structures. No deviations from this approved plan shall be allowed except with the prior written approval of WisDOT. Within ten (10) days after the termination of this Permit, the Permittee shall remove all structures placed on the Premises. If the Permittee's structures remain on the Premises more than ten (10) days after termination, either title to the structure(s) shall vest in WisDOT or WisDOT may remove the structure and the Permittee shall reimburse WisDOT for all removal costs within thirty (30) days of WisDOT billing Permittee for said costs
8. **Signage.** The Permittee shall not post any signs on the Premises at any time unless prior written approval is obtained from WisDOT.
9. **Vegetative Management.** No cutting or trimming of trees shall be done without the prior written approval of WisDOT, except for dead and down trees that obstruct the intended uses of the Premises.. Use of pesticides and herbicides shall only be allowed with the prior written approval of WisDOT. Any pesticides or herbicides used as part of a management plan must conform to the Forest Stewardship Council list found at <https://ic.fsc.org/en/our-impact/program-areas/forest-program/pesticides>.
10. **Public Use.** The Permittee understands that the Premises are open to the public. The Premises are open for use to all members of the general public without regard to race, creed, marital status, color, sex, national origin, age, handicap, ancestry, sexual orientation, arrest record or conviction record.
11. **Indemnity.** The Permittee agrees to save, keep harmless, defend and indemnify WisDOT and all its officers, employees and agents, against any and all liability claims, costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (state or other) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation or performance of work in connection with this Permit or with any actions or omissions of Permittee's employees, agents or representatives concerning this Permit. Nothing in this Permit shall be deemed a waiver of WisDOT or the State of Wisconsin's sovereign immunity.
12. **Prohibitions.** The Permittee shall not allow grazing on the Premises. The Permittee shall not disturb or harass wildlife or disturb wildlife habitat on the Premises.

13. **Hunting.** This Permit does not give the Permittee, its guests, members or agents, any rights pertaining to hunting or trapping. These rights remain under the control of the State of Wisconsin.
14. **Renewal.** (Include if necessary) This Permit may be extended for _____ years at WisDOT's sole discretion. If Permittee seeks a renewal based on the same terms and conditions and fee, it must submit a written request to WisDOT at least ninety (90) days prior to the expiration of this Permit.
15. **Entire Agreement.** This Permit, together with the specifications in any required plan and its referenced parts and attachments, shall constitute the complete Permit and any previous communications or agreements pertaining to this Permit are hereby superseded. Any contractual revisions including cost adjustments and time extensions must be made by an amendment to this Permit and signed by both parties at least thirty (30) days prior to the end date of this Permit.
16. **Notices.** All notices to either WisDOT or the Permittee shall be delivered in person, sent by certified mail, postage prepaid, return receipt requested to the address listed below or to the address to which the other party's property tax bills are sent. Either party may change its address for notice by providing written notice to the other party.
 - a) To WisDOT: Wisconsin Department of Transportation, Railroads & Harbors, P.O. Box 7913, Madison, WI 53707-7913.
 - b) To the Permittee: _____
_____.
17. **Invalidity.** If any term or condition of this Permit shall be deemed invalid or unenforceable, the remainder of this Permit, 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.
18. **Enforcement.** It is intended that this Permit shall be construed as being adequate and legally enforceable. Enforcement of this Permit may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Permit, either to restrain or prevent the violation or to obtain any other relief.
19. **Headings.** The headings of clauses contained in this Permit are used for convenience and ease of reference only and do not limit the scope or intent of the clause.
20. **Governing Law.** This Permit shall be construed and enforced in accordance with the laws of the State of Wisconsin.
21. **Additional Conditions.** Additional terms and conditions that apply to this Permit are enumerated below:
 - a. *(Insert if applicable)*
22. **Insurance.** Prior to Permittee's use of this Permit, Permittee will provide WisDOT with a certificate of insurance demonstrating adequate liability coverage and naming the Wisconsin Department of Transportation, City of Madison, South Central Wisconsin Rail Transit Commission (SCWRTC) as additional insured.

IN WITNESS WHEREOF, the Permittee and WisDOT hereby accept and consent to the terms and conditions of this Permit.

Permittee Print & Sign

Date

Lisa Stern
Chief of Railroads and Harbors
State of Wisconsin Department of Transportation

Date

Program Signatory

Date

This instrument drafted by:
State of Wisconsin Department of Transportation – RHS

Exhibit A