



Legislation Text

File #: 07815, **Version:** 1

Fiscal Note

No expenditure required.

Title

Accepting a Permanent Limited Non-Exclusive Access Easement from Madison High Crossing Lodging Investors, LLC across property located at 2502-2602 Crossroads Drive.

Body

WHEREAS, there exists a 50 ft.-wide platted public sanitary sewer, water utility and drainage easement (the "Platted Easement"), within Lots 17 through 25 inclusive of the Plat of High Crossing, City of Madison, Dane County, Wisconsin; and

WHEREAS, due to site constraints, the City is unable to gain vehicular and pedestrian access to the Platted Easement via the existing 20 ft.-wide platted public sanitary sewer easement located along the common lot line of Lots 24 and 25 of the Plat of High Crossing; and

WHEREAS, Madison High Crossing Lodging Investors, LLC ("Owner") is the owner of Lots 23 and 24 High Crossing (the "Owner's Property"); and

WHEREAS, the City has requested that the Owner provide an access easement across the Owner's Property to allow the City access to the Platted Easement; and

WHEREAS, the Owner desires to grant such access easement to the City and has executed and delivered such access easement to the City; and

WHEREAS, the City of Madison Engineering Division has reviewed and recommends the acceptance of the access easement.

NOW, THEREFORE, BE IT RESOLVED that the City of Madison is hereby authorized to accept from Madison High Crossing Lodging Investors, LLC, at no cost to the City of Madison, a Permanent Limited Non-Exclusive Access Easement upon, over, and across the Owner's property on the following terms and conditions:

1. The "Access Easement Area" shall be across that portion of the Owner's Parcel depicted on attached Exhibit A.
2. The purpose of the Easement is to provide ingress and egress for motor vehicles, construction equipment and pedestrians in the Access Easement Area to enable the City, its employees and agents, to perform work related to the construction, inspection, maintenance, repair, and reconstruction of the public sanitary sewer, water and storm water drainage facilities located within the Platted Easement.
3. The boundary between the Platted Easement and the Access Easement Area has been landscaped with plantings and a retaining wall (the "Landscaping") because of the grade differential. In the event that the use by the City, its employees, or agents of the Access Easement Area damages the Landscaping or the paved portion of the Access Easement Area, the City will restore the Landscaping or the paved portion of the Access Easement Area or both to the condition they were in prior to such damage, at its expense.
4. The Access Easement Area shall be used by the City in common with the Owner and the Owner's agents, employees, tenants, licensees, invitees, successors and assigns (collectively, the "Owner's

Parties" or individually a "Owner Party"). The Owner's Parties shall have the right to use and enjoy the Access Easement Area, provided such use does not unreasonably interfere with the use of the Access Easement Area by the City.

5. The Owner's Parties shall not erect or permit to be erected any sign, fence, wall, pole, post, structure, or other facility so as to prevent the City's access to the Platted Easement. If gating is required by a Owner Party, such Owner Party shall provide a key or substitute key arrangement satisfactory to the City Engineer allowing for access to the Platted Easement 24 hours a day, 7 days a week.
6. The City's use of the Access Easement Area shall not unreasonably interfere with the use of the Owner's Parcels by the Owner's Parties, including, but not limited to, the driving and parking of guest vehicles
7. The City shall not use the Access Easement Area for open storage or permanent parking of vehicles or equipment of any kind.
8. The City shall use the Access Easement Area only as a route of travel from Crossroads Drive to and from the Platted Easement. The City shall not permit the Access Easement Area to become, or to be construed to be, a route of access by the general public to reach public lands.
9. The Owner agrees to maintain a driveway at all times over the Access Easement Area, including repairing and plowing. The temporary closure of the Access Easement Area for repairs and/or snow plowing activities shall be permitted.
10. The Owner's Parcels have been developed and are currently used as a hotel and associated parking. In the future, that use may change or the configuration of the hotel structure and/or parking and drive areas may change, either of which could affect the Access Easement Area. Owner shall, as a result, have the right to adjust the location and configuration of the Access Easement Area on Owner's Parcels, provided that any such relocation must be described in a written instrument signed by the Owners and the City and recorded with the Dane County Register of Deeds, and provided further that such a relocation must continue to provide access to the Platted Easement
11. If at some time in the future a workable alternative access route to the Platted Easement is available for the City to use, the City, in its sole discretion, may agree to terminate the Access Easement. Upon such termination, the rights of the City under this Easement shall terminate. The City's approval of the alternative access route and termination of the Access Easement shall not be unreasonably withheld, but the decision to terminate the Access Easement shall be at the sole discretion of the City.

Owner's Property

Lots 23 and 24, Plat of High Crossing, City of Madison, Dane County, Wisconsin.