



Legislation Text

File #: 06843, **Version:** 1

Fiscal Note

Funds for the easement acquisition cost of \$2,000 are available in Account No ESTM-54510-562200.

Title

Accepting a 25-foot wide Access Easement from Spirit SPE Portfolio 2006-1, LLC across property located at 2602 Shopko Drive.

Body

WHEREAS, SPE Portfolio 2006-1, LLC is the owner of the property located at 2602 Shopko Drive, described as Lot 1, Certified Survey Map 3903 (the "Grantor's Parcel"); and

WHEREAS, there exist various public sanitary sewer and water main easements (collectively, the "Platted Easements"), created by said Certified Survey Map 3903 and contained within the Grantor's Parcel; and

WHEREAS, due to site constraints, the City is currently unable to gain vehicular and pedestrian access to the Platted Easements and to the existing storm water drainage ditch (the "Ditch") directly north of, and adjacent to the Grantor's Parcel; and

WHEREAS, the City has requested that the Grantor provide an access easement across a portion of the Grantor's Parcel to provide the City access to the Platted Easements and to the Ditch; and

WHEREAS, the Grantor has offered the requested access easement to the City of Madison for a one-time payment of \$2,000; 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 SPE Portfolio 2006-1, LLC (the "Grantor"), in consideration of a one-time payment to the Grantor of \$2,000, a 25-foot wide Permanent Limited Non-Exclusive Access Easement ("Access Easement") on the following terms and conditions:

1. The purpose of the Access Easement is to provide the City with ingress and egress for motor vehicles, construction equipment and pedestrians in the "Access Easement Area," as described below and depicted on attached Exhibit A, 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 Easements" and the "Ditch," as designated on Exhibit A.
2. The Access Easement Area shall be used by the City in common with the Grantor and the Grantor's agents, employees, tenants, licensees, invitees, successors and assigns (collectively, the "Grantor's Parties" or individually a "Grantor Party"). The Grantor'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.
3. The Grantor'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 Easements and Ditch. If gating is required by a Grantor Party, such Grantor Party shall provide a key or substitute key arrangement satisfactory to the City Engineer allowing for access to the Platted Easements 24 hours a day, 7 days a week.
4. The City shall use the Access Easement Area only as a route of travel from Shopko Drive to and from the Platted Easements and the Ditch. 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.
5. The City's use of the Access Easement Area shall not unreasonably interfere with the use of the Grantor's Parcel by the Grantor's Parties, including, but not limited to, the driving and parking of guest vehicle. The City shall not

use the Access Easement Area for open storage or permanent parking of vehicles or equipment of any kind.

6. The Grantor 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.
7. The City shall repair any damage caused to the Access Easement Area as a result of the use of the Access Easement Area by or on behalf of the City as provided in the Access Easement.
8. If at some time in the future a workable alternative access route to the Platted Easements and the Ditch 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 Access Easement shall terminate. The City's approval of the alternative access route and termination of this Access Easement shall not be unreasonably withheld.

Description of the Access Easement Area:

Part of Lot 1, Certified Survey Map 3903, recorded March 26, 1982 in Volume 16 of Certified Surveys on Pages 126 and 127 as Document Number 1735558, being located in part of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 31, Township 08 North, Range 10 East, City of Madison, Dane County, Wisconsin, more particularly described as follows:

Beginning at the Southeast corner of Lot 1, Certified Survey Map 3903; thence N 43°03'27"W, along the East line of said Lot 1, 20.52 feet; thence N 00°01'57" W, along the East line of said Lot 1, 881.18 feet to the Northeast corner thereof; thence N 89°39'19" W, along the north line of said Lot 1, 25.00 feet; thence S 00°01'57" E, parallel with and 25.00 feet West of, measured at right angles to, the East line of said Lot 1, 896.35 feet to a point on the South line of said Lot 1, also being a point on the North right-of-way line of Shopko Drive, a public street dedicated by Certified Survey Map 3903; thence N 89°58'03" E, along said South line of said Lot 1, and North right-of-way line of Shopko Drive, 39.00 feet to the Point of Beginning.

The Access Easement Area contains 22,511 square feet.