



Legislation Text

File #: 06534, Version: 2

Fiscal Note

\$500.00 Administrative Fee to be deposited into Account No. GN01-78231.

Title

SUBSTITUTE - Authorizing the execution of a Permanent Limited Easement for Private Driveway Purposes to Mary K. Margetis, across a portion of Merrill Springs Park located at 5102 Spring Court.

Body

WHEREAS, the owner of Lot 38, Spring Harbor Plat ("Owner"), has an unimproved driveway, which is located across City-owned property known as Merrill Springs Park; and

WHEREAS, the Owner's use of this unimproved driveway, to access the Owner's cottage at 5100 Spring Court, has been continuous and uninterrupted for a period of approximating 80 years; and

WHEREAS, in order to provide clear title to the driveway access for 5100 Spring Court, the Owner requested a private driveway easement ("Easement") in its present location across Merrill Spring Park; and

WHEREAS, the City Engineering Division and Parks Division have reviewed and conditionally approve of the Easement.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and the City Clerk are hereby authorized to execute a Permanent Limited Easement for Private Driveway Purposes with Mary K. Margetis, the current owner of Lot 38, Spring Harbor Plat, across the City-owned property located at 5102 Spring Court, for the Easement described as follows:

A permanent limited easement for private driveway purposes being part of Lot 37, Block One Spring Harbor, a subdivision plat recorded November 4, 1910 in Volume 4 of Plats on Pages 51 and 51A as Document No. 306247, being located in part of the Northeast ¼ of the Southeast 1/4 of Section 18, Township 07 North, Range 09 East, City of Madison, formerly Township of Madison, Dane County, Wisconsin, more particularly described as follows:

Commencing at the most Southerly point of Lot 37; thence N15°49'38"W, along the common line of said Lot 37 and the existing Spring Court right-of-way line as platted by said Block One Spring Harbor, 12.27 feet to the **POINT OF BEGINNING** of said permanent limited easement area for private driveway purposes; thence continuing N15°49'38"W, along said common line, 12.36 feet; thence N10°53'40"E, 3.68 feet; thence S68°22'40"E, 14.96 feet to a point of non-tangent curve; thence Easterly along the arc of a 65.0 feet radius curve to the left whose long chord bears N83°48'30"E, 22.79 feet; thence N73°42'40"E, 26.56 feet to a point on the Easterly line of Lot 37; thence S26°49'15"W, along said Easterly line, 13.70 feet; thence S73°42'40"W, 17.20 feet to a point of curve; thence Westerly along the arc of a 75.0 feet radius curve to the right whose long chord bears S84°44'45"W, 28.71 feet; thence N84°12'40"W, 3.59 feet; thence S82°40'05"W, 4.57 feet to the **POINT OF BEGINNING**.

Permanent Limited Easement contains 625.8 square feet for private driveway purposes.

Bearings are referenced to the east line of Merrill Springs Pathway ASSUMED to bear S00°43'20"E.

The area of the Easement is depicted on attached Exhibit A.

NOW, THEREFORE, BE IT FURTHER RESOLVED that Permanent Limited Easement for Private Driveway Purposes is hereby granted subject to the following conditions:

- The Owner shall construct and maintain a 12-foot-wide driveway pursuant to City of Madison Engineering specifications for standard Type A pavement and in conformance with Attachment B, the plans and specifications prepared by the City Engineer entitled "5102 Spring Court Private Driveway Easement".
- The Owner shall use a contractor, for the driveway construction, that is prequalified by City Engineering Division.
- The Owner shall be responsible for all costs related to the construction, maintenance and potential removal of the private driveway.
- The Owner shall be liable to and agrees to indemnify, defend and hold harmless the City, and its officers, officials, agents, and employees, against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the acts or omissions of the Owner or its officers, officials, agents, employees, assigns, guests, invitees, or subcontractors, in the performance, use and occupancy of this Easement, whether caused by or contributed to by the negligence of the City, its officers, officials, agents, or employees.
- Additionally, the Owner shall carry commercial general liability insurance covering as insured the Owner and naming the City as an additional insured, with no less than the following limits of liability: bodily injury, death and property damage of \$1,000,000 in the aggregate. This policy shall also be endorsed for contractual liability in the same amount. As evidence of this coverage, the Owner shall furnish the City a certificate of insurance on a form provided by the City.
- The Owner agrees that the use of the private driveway access, across the City-owned property at 5102 Spring Court, shall be restricted to single family residential use for the Owner's property located at 5100 Spring Court.

BE IT STILL FURTHER RESOLVED that the driveway be constructed and maintained, by the owner of the benefiting property at 5100 Spring Court, in accordance with the plans prepared by City Engineering and attached as Exhibit B. Any future modifications to this approved plan for subsequent maintenance, repairs, reconstruction, replacement, etc. must be approved by the City Engineer.