



Legislation Text

File #: 18180, **Version:** 1

Fiscal Note

There is no exchange of money involved in the dedication to the City of Madison from Gerald J. Tigges.

Title

Authorizing the execution of a Dedication Agreement between the City of Madison and Gerald J. Tigges, and acceptance of a Warranty Deed from Gerald J. Tigges to the City of Madison for the dedication of additional public right-of-way for Lien Road, at no cost to the City of Madison, located at 4701 Lien Road.

Body

WHEREAS, Gerald J. Tigges, is the owner of an improved commercial property located at 4701 Lien Road, (the "Owner"); and

WHEREAS, the City of Madison (the "City") is reconstructing the intersection of Lien Road and Zeier Road, along the Owner's frontage with Lien Road and said reconstruction involves the entrance to the Owner's property; and

WHEREAS, the Owner has requested that the intersection design accommodate a left in - left out and right in - right out entrance to the Owner's property, as depicted on attached Exhibit B; and

WHEREAS, the City Engineering Division and Traffic Division have reviewed and conditionally approve of the left in - left out and right in - right out entrance to the Owner's property; and

WHEREAS, the left in - left out and right in - right out entrance to the Owner's property would require additional public right-of-way to accommodate this design; and

WHEREAS, the Owner is willing to dedicate to the City, 0.05 acres of land for public right-of-way for Lien Road, as described on attached Exhibit A, to accommodate the Owner's new entrance; and

WHEREAS, the City and the Owner have negotiated the terms and conditions of a Dedication Agreement whereby the City will accept the dedication of additional public right-of-way for Lien Road by way of a Warranty Deed, to accommodate the Owner's new entrance design; and

NOW, THEREFORE, BE IT RESOLVED that Common Council of the City of Madison (the "City") authorizes the execution of a Dedication Agreement (the "Agreement") between the City and Gerald J. Tigges (the "Owner"), and acceptance of a Warranty Deed from Owner for the dedication of additional public right-of-way for Lien Road, to accommodate the Owner's new entrance design, more particularly described on attached Exhibit A and depicted on attached Exhibit B; subject to the following terms and conditions:

1. Description of Dedicated Lands. Owner agrees to dedicate to the City, at no cost to the City, the lands described in attached Exhibit A (the "Dedicated Lands"), and the City acknowledges such dedication by acceptance of a Warranty Deed executed by the Owner.
2. Access Conditions. The City agrees that the Owner, heirs and assigns shall have full access, unless an unreasonable traffic accident pattern arises from the proximity to the new entrance location, to the new roundabout intersection; as determined by the City Traffic Engineer.
3. Future Access Conditions. In the case of an unreasonable traffic accident pattern arising from the location of the new entrance location, the City may reduce access to the new entrance to Lien Road by

limiting left-out and/or left-in access, but agrees to provide reasonable access to the Property from Lien Road; as determined by the City Traffic Engineer.

4. No Personal Property. The transactions contemplated by this Agreement do not include any personal property.
5. Contingencies of Dedication. The Agreement and the City's acknowledgment of the dedication and acceptance of a Warranty Deed to the Property are contingent upon the City's receipt of an environmental site assessment ("ESA") for the Property performed by a qualified independent environmental consultant, which discloses no potential defects. A "defect" is defined as a material violation of any environmental law, a material contingent liability affecting the Property arising under any environmental law, the presence of an underground storage tank(s) or material levels of substances either on the Property or presenting a significant risk of contaminating the Property due to migration from adjacent properties. Owner shall deliver a copy of the environmental site assessment to the City as soon as it becomes available. If a defect is disclosed, the Agreement shall automatically be null and void. This paragraph shall create no liability for the Owner arising from any defect found on the Dedicated Lands after the City's acknowledgement of the dedication and/or acceptance of the Warranty Deed to the Dedicated Lands.
6. Special Assessments. Owner shall be responsible for special and deferred assessments levied against the Dedicated Lands prior to closing.
7. Representations. Owner represents the following:
 - a) No Prior Right to Purchase. No person has any option, right of first refusal or similar right to purchase all or any portion of the Dedicated Lands.
 - b) No Adverse Possessors. There are no parties in possession of any portion of the Dedicated Lands as tenants at sufferance or trespassers.
 - c) No Lessees. There are no parties in possession of any portion of the Dedicated Lands as lessees.
8. Miscellaneous.
 - a) Cooperation. The parties each agree at any time or from time to time at the written request of any other to sign and deliver such other documents as may be reasonably requested or as may be reasonably necessary or appropriate to give full effect to the terms and conditions of the Agreement.
 - b) No Obligations to Third Parties. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the parties hereto, to any person or entity other than the parties hereto.
 - c) Benefit and Burden. The Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, personal representatives, successors, and assigns. The provisions herein contained shall survive recordation of a Warranty Deed of the Dedicated Lands and shall not be merged therein.
 - d) Entire Agreement. The Agreement contains the entire agreement between the parties and any modification, alteration or addendum to the Agreement shall be valid only when written and executed by both parties.
 - e) Severability. If any non-material part, paragraph, or article of the Agreement shall be determined to

be invalid, or otherwise unenforceable, the validity of all the remaining parts, paragraphs, and articles shall not be affected thereby. Any such non-material parts, paragraphs, or articles shall be deemed severable.

- f) Governing Law. The Agreement shall be governed by, and construed in accordance with, the laws of or applicable to the State of Wisconsin.
- g) Headings. The headings in the Agreement are meant for reference purpose only and shall not in any way affect the meaning or interpretation herein.

BE IT STILL FURTHER RESOLVED, that the Mayor and Clerk are authorized to sign any and all documents and legal instruments required to complete the transactions contemplated in the resolution.

EXHIBIT A

Legal Description:

Part of Lot 1, CSM 9565, recorded January 4th, 2000 in Volume 55 of Certified Surveys on Pages 2-6 as document no. 3183321, being located in the Northeast ¼ and the Northwest ¼ of the Northwest ¼ of Section 34, Township 08 North, Range 10 East, City of Madison, Dane County, Wisconsin, more particularly described as follows:

Commencing at the Northwest Corner of said Section 34; thence North 89°00'32" East, along the North line of the Northwest ¼ of said Section 34, 1080.57 feet (previously recorded as North 88°36'12" East, 1081.24 feet, on CSM 9565); thence South 0°59'27" East, along the West line of CSM 9565, 47.70 feet (previously recorded as South 01°23'20" East, 47.73 feet, on CSM 9565), to a point on the existing South right-of-way line of Lien Road as presently located and the **Point of Beginning**; thence continuing South 0°59'27" East, along the West line of Lot 1, CSM 9565, 0.82 feet; thence South 83°56'48" East, 174.34 feet, to a point of curve; thence Southeasterly 26.87 feet along the arc of a 300.00 feet radius curve concave to the Southwest, long chord bearing South 81°22'46" East, 26.86 feet, to a point of compound curve; thence Southeasterly 44.40 feet along the arc of a 300.00 feet radius curve concave to the Northeast, long chord bearing South 83°03'18" East, 44.36 feet, to a point of compound curve; thence Northeasterly 100.59 feet along the arc of a 362.00 feet radius curve concave to the Northwest, long chord bearing North 84°44'40" East, 100.26 feet, to a point of intersection with the existing South right-of-way line of Lien Road as presently located; thence along said South right-of-way line of Lien Road, also being the North line of Lot 1, CSM 9565, Northwesterly 123.65 feet along the arc of a 765.74 feet radius curve concave to the Northeast, long chord bearing North 88°49'51" West, 123.51 feet, to a point of tangency; thence North 84°12'17" West (previously recorded as North 84°36'38" West, on CSM 9565), along the said South right-of-way line of Lien Road, also being the North line of Lot 1, CSM 9565, 74.93 feet, to a point of curve; thence along said South right-of-way line of Lien Road, also being the North line of Lot 1, CSM 9565, Northwesterly 146.11 feet along the arc of a 1960.63 feet radius curve concave to the Southwest, long chord bearing North 86°20'20" West, 146.08 feet (previously recorded as North 86°44'05" West, 145.42 feet, on CSM 9565), to the **Point of Beginning**.

Above described easement area contains 2118.26 square feet (0.049 acres).

Bearings referenced to Wisconsin County Coordinate System, Dane Zone - North line of the Northwest ¼ bearing North 89°00'32" East.