



Legislation Text

File #: 31777, **Version:** 1

Fiscal Note

No fiscal or budgetary impact.

Title

Accepting a Permanent Easement for Fiber Optic Facilities from the Board of Regents of the University of Wisconsin System across property located at 451 South Pleasant View Road.

Body

WHEREAS, the Board of Regents of the University of Wisconsin System (the "UW") was awarded a grant by the National Telecommunications and Information Administration of the United States Department of Commerce (the "Grant") to create the Metropolitan Unified Fiber Network ("MUFN") to improve broadband access for anchor institutions, community and public safety facilities and commercial entities; and

WHEREAS, the UW has installed conduit and fiber optic cable (collectively, the "MUFN Assets") at various locations throughout the City of Madison, as detailed in the Grant; and

WHEREAS, pursuant to a Recipient/Subrecipient Agreement, dated September 1, 2011 and amended on January 8, 2013 between the UW and the City and subsequent acceptance of the MUFN Assets by the City on June 28, 2013 pursuant to that agreement, ownership of the MUFN Assets has been transferred to the City; and

WHEREAS, the UW is the owner of the property located at 451 South Pleasant View Road, Madison (the "UW's Property"); and

WHEREAS, the MUFN Assets are located primarily within public right-of-way and public utility easements; however, a segment of the MUFN Assets running across the UW's Property is not located within a designated easement; and

WHEREAS, the UW desires to grant an easement to the City for such segment of the MUFN Assets.

WHEREAS, staff from the Office of Real Estate Services, Information Services and the City Attorney's Office have reviewed and recommend the acceptance of the easement.

NOW, THEREFORE, BE IT RESOLVED that the City of Madison is hereby authorized to accept from the Board of Regents of the University of Wisconsin System (the "UW"), at no cost to the City of Madison, a Permanent Easement for Fiber Optic Facilities ("Easement"), across the UW's property located at 451 South Pleasant View Road, subject to the following general terms and conditions:

1. The "Easement Area" shall be ten feet (10 ft.) in width and shall be located as generally depicted on attached Exhibit A.
2. The City shall use the Easement Area for the placement, operation, maintenance, repair, replacement and removal of fiber optic cable, conduit, ducts and surface line location markers associated with the Metropolitan Unified Fiber Network (collectively, the "Facilities"). No other improvements or facilities shall be placed within the Easement Area by the City.
3. The Easement shall continue for so long as the Facilities are in use, and in the event and to the extent

that the Facilities shall be removed or abandoned then the Easement shall terminate, and the City will execute and deliver to the UW such document(s) as may be requested for the purpose of further evidencing the termination of the rights granted in the Easement.

4. The UW shall allow the City and its contractors the right of reasonable access to the Easement Area for persons and vehicles needed to perform periodic maintenance and repair of the Facilities. Reasonable access shall include ingress/egress using the existing service drive to the UW's communications tower located off of South Pleasant View Road.
5. The UW shall reserve the right to use and occupy the Easement Area in a manner not inconsistent with the rights conveyed to the City in the Easement, provided that such use and occupancy shall not interfere with or disturb the operation, maintenance, repair, replacement and/or removal of the Facilities. The parties shall acknowledge that the Easement is non-exclusive to the City and that the UW shall have the right to make other agreements, such as leases, licenses, and easements with one or more utilities or other entities provided that any such subsequent agreements shall not interfere with the City's rights under the Easement.
6. The UW and the City shall each be responsible for any injuries, claims or losses arising from or caused by the acts or omissions of their respective agents or employees acting within the scope of their employment, in accordance with Wis. Stats. Secs. 893.80 and 895.46(1). The obligations of the parties under this provision shall survive the termination of the Easement.