



Legislation Text

File #: 42674, **Version:** 1

Fiscal Note

The proposed resolution authorizes acceptance of a Permanent Limited Easement from Dane County and MATC for athletic field improvements within a public sanitary sewer and water main easement at 3201 Anderson Street. With this resolution, MATC will pay a \$500 administrative fee to the City for occupation of City property (deposited to Munis charge code 63029).

Title

Authorizing the acceptance of a Permanent Limited Easement for Public Sanitary Sewer and Water Main Access Road Purposes with Dane County and MATC, pertaining to a property located at 3201 Anderson Street.

Body

WHEREAS, the City of Madison (the "City") is the holder of a public sanitary sewer and water main easement, recorded as part of Document No. 1416749 on December 19, 1974 (the "City Easement"), over a property owned by Dane County (the "County") and where Madison Area Technical College ("MATC") is the lessee of said property located at 3201 Anderson Street, legally described on attached Exhibit A; and

WHEREAS, the County and MATC wish to construct and maintain a new athletic field which will encroach into the City Easement and encumber the City's access to the City Easement, as shown on Exhibit B; and

WHEREAS, the County and MATC desire to grant a Permanent Limited Easement for Public Sanitary and Water Main Access Road Purposes (the "Access Road Easement") to the City for to provide continued access to the City Easement and continued access to the City's utility facilities therein; at this time only sanitary sewer facilities are located in the City Easement; and

WHEREAS, City Engineering Division and Office of Real Estate Services staff have reviewed the access road easement related to the proposed athletic field improvements at MATC, and approve of the access road design and access easement conveyance, under the terms and conditions specified herein.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and the City Clerk are hereby authorized to accept a Permanent Limited Easement for Public Sanitary Sewer and Water Main Access Road Purposes with Dane County and MATC, for purposes of ingress and egress of City motor vehicles and maintenance equipment in conjunction with the construction, inspection, maintenance, repair, and reconstruction of public sanitary sewer and potential water main facilities located at 3201 Anderson Street, subject to the following terms and conditions:

1. Grant of Permission. The County as Owner and MATC as lessee will grant to the City its successors and assigns, permission for an Access Road Easement for ingress and egress of City motor vehicles and maintenance equipment in conjunction with the construction, inspection, maintenance, repair, and reconstruction of public sanitary sewer and potential water main facilities, as legally described on attached Exhibit A and depicted on the attached Exhibit B, all in accordance with the site plan (LNDSR-2016-00015).
2. Construction and Maintenance.
 - a. MATC shall be responsible for all costs of the installation, maintenance, repair and replacement of

the access road improvements.

- b. MATC shall construct the access road improvements, as located off of the paved parking area, as part of the MATC's Field Improvement project, and said access road shall be able to support a fully loaded sanitary sewer maintenance vehicle of at least 80,000 pounds.
 - c. MATC shall construct the access road improvements, as located off of the paved parking area, to be 12 feet wide and have a 10 inch based course. The access road will be grass covered and signed adequately to provide a clear route for City maintenance vehicles.
 - d. With the exception of routine maintenance and repairs and normal utilization of the Field Improvements, no changes to, additions to or alterations of the access road improvements shall be allowed without the prior written approval of applicable plans and specifications by the City Engineer.
3. Use. The Owner and MATC shall use and occupy the Access Road Easement area in a manner consistent with the rights conveyed in the Access Road Easement, and shall ensure that such use and occupancy shall not interfere with or disturb the City's rights under the Access Road Easement.
4. Indemnification. Each party shall be responsible for the consequences of its own acts, errors or omissions and for the acts, errors or omissions of its employees, officers, officials, agents, boards, committees and commissions, and shall be responsible for any losses, claims, and liabilities that are attributable to such acts, errors, or omissions including providing its own defense, arising out of this Consent. In situations involving joint liability, each party shall only be responsible for such losses, claims, and liabilities that are attributable to its own acts, errors, or omissions and the acts, errors or omissions of its employees, officers, officials, agents, boards, committees and commissions. It is not the intent of either party to waive, limit or otherwise modify the protections and limitations of liability found in Wis. Stat. 893.80 or any other protections available to the parties by law.
5. Termination. The Access Road Easement shall automatically terminate upon the earliest of the following to occur: (a) the release of the Access Road Easement by the City; (b) the removal of the Field Improvements by the Owner and or MATC; or (c) the agreement to terminate by the parties or their successors or assigns. In the event of termination, the City, the Owner and MATC shall execute such document(s) as may be requested by the City for the purpose of further evidencing the termination of the rights granted.