



Legislation Text

File #: 43356, **Version:** 1

Fiscal Note

No appropriation required.

Title

Authorizing the Mayor and City Clerk to execute an Easement Amendment pertaining to the sanitary sewer easement across property located at 1800 Waunona Way, owned by Neil and D'Ann Halleen.

Body

WHEREAS, Neil and D'Ann Halleen (the "Owners") are the owners of the property located at 1800 Waunona Way (the "Property") and have requested conditional use approval for the construction of an accessory building on the Property; and

WHEREAS, the City of Madison (the "City") has an easement for sanitary sewer purposes across the Property; and

WHEREAS, during the City's review of the Owners' conditional use request, it was discovered that the existing sanitary sewer facilities are not located entirely within the defined easement area and that the existing deck encroaches into the easement area; and

WHEREAS, as a condition of approval of the conditional use, the City Engineering Division requires that the easement be amended to revise the description of the easement area to accommodate the as-built location of the sanitary sewer facilities and to also address the issue of the deck encroachment; and

WHEREAS, the Office of Real Estate Services has prepared an Easement Amendment, which document has been reviewed and approved by the City Engineering Division and signed by the Owners.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Clerk are authorized to execute an Easement Amendment amending the terms and conditions of that certain Easement for sanitary sewer purposes, dated August 17, 1951 and recorded as Document No. 861669 (the "Easement"), as follows:

1. The legal description of the easement area set forth in the Easement shall be deleted in its entirety and replaced with the following:

A fifteen (15) foot-wide public sanitary sewer easement being located in part of Lot 14 of Block 3, Hoboken Beach Subdivision recorded in Volume 3, page 19 as Document Number 258548, Dane County, Wisconsin the centerline of said easement being more particularly described as follows:

Commencing at the Southwest corner of said Lot 14; thence N01°32'09"E, along the west line of said Lot 14, 136.7 feet to said centerline of the easement and the point of beginning; thence S70°47'54"E, along said easement centerline, 99.01 feet to the intersection with the east line of said Lot 14, being located 122.7 feet north of the southeast corner and the end of said centerline.

The sidelines of said easement are extended to or truncated at each end by the East and West lot lines of said Lot 14. The foregoing area is hereinafter referred to as the

“Easement Area” and is depicted on attached Exhibit A. The general location of the subject property is shown on the Locator Map attached as Exhibit B.

2. The map depicting the Easement Area attached as Exhibit A shall be inserted and made a part of the Easement.

3. The Easement shall be amended to include the following clarifying terms and conditions:

a. The Easement granted herein is a permanent limited easement for public sanitary sewer purposes, including, but not limited to, the right of ingress and egress; the right to excavate, install, operate, maintain, repair, replace and modify the sanitary sewer facilities and improvements (collectively, the “Facilities”); and the right to perform all work incidental thereto in the “Easement Area” legally described herein and depicted on attached Exhibit A.

b. All work by the City shall be done and completed in a good and professional manner at the sole expense of the City and shall be performed in such a manner as in no way to interfere with or endanger the use of the Easement Area. In all cases, the City shall be responsible for following all applicable ordinances, codes, statutes, and laws, and obtaining all permits required for any repair or maintenance activity.

c. All areas affected by the work of the City shall be promptly restored to original grade by and at the expense of the City after completion of said work (or as soon thereafter as weather reasonably permits) and in a manner satisfactory to the Owners.

d. No grade change to the Easement Area shall be made by the Owners without the prior written approval of the City’s Engineer.

e. No above-ground improvements shall be located in the Easement Area by either party, with the exception that grates, sewer access structure (SAS) covers, and other access points to the Facilities shall be permitted at grade level, and with the exception of the encroachment of the Owners’ deck as described in paragraph g. below.

f. The Owners reserve the right to use and occupy the Easement Area in a manner consistent with the rights conveyed in the Easement, provided that such use and occupancy shall not interfere with or disturb the installation, operation, maintenance, repair, replacement and/or modification of any Facilities located therein.

g. The Easement Area is encumbered by a portion of a deck attached to the Owners’ dwelling located on the Owners’ property. Said deck may remain in place unless or until the City has to repair or replace the Facilities, at which time the City may require the Owners to relocate said deck at the Owners’ expense. Said deck may be replaced in the same location at the Owners’ expense.

h. Plantings and landscaping within the Easement Area shall not obstruct routine maintenance by the City. In the event repair or reconstruction of the Facilities is necessary, plantings and landscaping may be removed by the City without replacement or compensation to the Owners. The City shall, however, restore the disturbed area with either grass seed or sod.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute, deliver and record such documents and to take such other actions as shall be necessary or desirable to accomplish the purposes of this Resolution.