



## Legislation Text

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**File #:** 40630, **Version:** 1

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### **Fiscal Note**

No expenditure required.

### **Title**

Authorization to accept from Dane County, at no cost to the City of Madison, a Public Storm Sewer and Storm Water Drainage Easement across a portion of the properties located at 102 Koster Street and 48 Fairgrounds Drive.

### **Body**

WHEREAS, Dane County is the owner of properties located at 102 Koster Street, City of Madison, Wisconsin, and 48 Fairgrounds Drive, Town of Madison, Wisconsin (together, the "Property"); and

WHEREAS, Dane County is also the owner of land adjacent to the Property, which is the source of stormwater runoff and poor drainage causing flooding on the Property; and

WHEREAS, to improve drainage and alleviate said flooding issues on the Property, the City of Madison ("City") requested that Dane County cooperate in mitigating the stormwater runoff water that drains onto the Property from said adjacent lands; and

WHEREAS, Dane County agreed to grant a Public Storm Sewer & Storm Water Drainage Easement ("Easement") to the City to construct and maintain a pipe and detention basin on the Property.

NOW, THEREFORE, BE IT RESOLVED that the City is hereby authorized to accept and the Mayor and the City Clerk are hereby authorized to execute a Public Storm Sewer & Storm Water Drainage Easement from Dane County, at no cost to the City, across a portion of the Property (the "Easement Area") more particularly described on attached Exhibit A and depicted on attached Exhibit B, subject to the following general terms and conditions:

- 1) The City shall be responsible for the repair and maintenance of the existing public storm sewer and storm water drainage facilities and improvements, (collectively, the "Facilities"). Such work shall be completed in a good and professional manner at the City's sole expense.
- 2) In all cases, Dane County and the City shall comply with all applicable laws, including, but not limited to standards, regulations, ordinances, codes, and statutes, as well as obtain all permits, required for any construction, repair, or maintenance activity, or any other activity related to environmental pollution, contamination, or occupational health and safety.
- 3) All work shall be performed in such a manner as in no way to permanently interfere with or endanger the use of the Easement Area.
- 4) All areas shall be promptly restored to the original grade and surface condition, including the repair or replacement of pavement, concrete and turf, by and at the expense of the party performing any work, after completion of said work (or as soon thereafter as weather reasonably permits) and in a manner satisfactory to all parties. The City shall repair any damage caused to any pavement, concrete or turf located within the Easement Area and/or the adjacent properties as a result of the use of the Easement Area by or on behalf of the City as provided herein.

5) Plantings and landscaping within the Easement Area shall not obstruct routine maintenance by the City. In the event of repair or reconstruction, plantings and landscaping may be removed by the City without replacement or compensation to Dane County.

6) No above-ground improvements will be allowed 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. No buildings, structures or fences of any kind unrelated to the Facilities shall be constructed in or over the Easement Area without the written permission of the City - Engineering Division.

7) Dane County reserves the right to use and occupy the Easement Area for any purpose, in a manner consistent with the Easement rights of the City herein conveyed, provided that such use and occupancy shall not interfere with or disturb the operation, maintenance, repair, replacement and/or modification of any Facilities herein. No grade change shall be made to the Easement Area without the written consent of the City Engineer.

8) The City shall have the further right of ingress and egress to and from the Easement Area in order to exercise its rights and privileges hereunder, and to cut and remove trees, vegetation and other impediments in the Easement Area which may obstruct or interfere with the actual or potential use of the Easement Area for the foregoing purposes.

9) All provisions of this Easement, including the benefits and burdens, run with the land and are binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

The City shall record this Easement with the Dane County Register of Deeds. By the recording of this Easement, the City acknowledges that it accepts this Easement and that it agrees to the terms and conditions contained herein.