



## Legislation Text

---

**File #:** 53370, **Version:** 1

---

### Fiscal Note

No City appropriation required.

### Title

Authorizing the acceptance of a Public Storm Sewer Easement with Alabaster Holdings, LLC, a Wisconsin limited liability company on a portion of the property located at 3116 Commercial Ave. (15th A.D.)

### Body

WHEREAS Alabaster Holdings, LLC, a Wisconsin limited liability company ("Grantor") is the Grantor of the property located at 3116 Commercial Avenue ("Property"); and

WHEREAS, the Grantor submitted an application to the City of Madison ("City") for a conditional use to establish a nightclub in an existing building on the Property; and

WHEREAS, At the City's September 18, 2017 meeting, the Plan Commission conditionally approved the conditional use request, subject to a condition that the Grantor grant a Public Storm Sewer Easement ("Easement") for the City's future access and maintenance of existing storm sewer facilities (the "Facilities") located on a portion of the Property, as legally described on attached Exhibit A and depicted on attached Exhibit B ("Easement Area").

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Madison hereby authorizes the acceptance of a Public Storm Sewer Easement from the Grantor, at no cost to the City, across a portion of the Property, subject to the following terms and conditions:

- 1) The work of construction, repair, maintenance, replacement and modification 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 to not cause damage to the Property.
- 2) 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. In all cases, all applicable ordinances, codes, statutes, and laws, and obtaining all permits required for any repair, maintenance, replacement or modification activity shall be followed.
- 3) All areas affected by the work contemplated herein will be promptly restored to original grade and vegetation or surface condition, including repair or replacement of pavement and concrete, 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 Grantor.
- 4) 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 the Grantor.
- 5) No grade change shall be made to the Easement Area by the Grantor without the prior written consent of the City's Engineering Division.
- 6) The Grantor and the City shall comply with all applicable laws, including, but not limited to, any laws, standards, regulations, or permit requirements relating to environmental pollution or contamination or to occupational health and safety.
- 7) The Grantor reserves the right to use and occupy the Easement Area in a manner consistent with the rights herein conveyed, provided that such use and occupancy shall not interfere with or disturb the operation, maintenance, repair, replacement and/or modification of the Facilities.

- 8) No above-ground improvements will be allowed in the Easement Area by either party, with the exception that pavement, as well as grates, sewer access structure (SAS) covers, and other access points to the Facilities shall be permitted at grade level.
- 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.
- 10) This Easement may not be amended, modified, terminated, or released without the written consent of all the parties hereto, or their respective successors-in-interest.