



Legislation Text

File #: 55342, Version: 1

No additional City appropriation required with the execution of the proposed Private Water Lateral Service Easement.

Authorizing the execution of a Private Water Lateral Service Easement to Garver Feed Mill, LLC across a portion of the City-owned parcel located at 30 Sugar Beet Lane (Lot 2, CSM 14664), the future site of micro lodges to be constructed as part of the Garver Feed Mill redevelopment project.

WHEREAS, the City of Madison and Garver Feed Mill, LLC ("Developer") are parties to a Development Agreement, as amended, providing for the redevelopment of the Garver Feed Mill property, consisting of Lots 1 and 2, Certified Survey Map No. (CSM) 14664; and

WHEREAS, the Developer and the City have entered into a ground lease for said Lot 1 and renovation of the Garver Feed Mill building located on said site is underway; and

WHEREAS, a ground lease has not yet been entered into by the parties for said Lot 2, which is the site of Developer's planned micro lodges; and

WHEREAS, Developer's recorded SIP for the redevelopment project details the location of planned private utility facilities across said Lots 1 and 2; and

WHEREAS, the Developer has determined that a portion of the proposed private water lateral service route as originally planned pursuant to the recorded SIP is no longer feasible and has requested that the City grant an easement across Lot 2 for the desired new location, which will serve both Lot 1 and Lot 2; and

WHEREAS, Parks Division and Office of Real Estate Services staff have reviewed and approve of the granting of a private water service lateral easement across said Lot 2.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and the City Clerk are hereby authorized to execute a Private Water Lateral Service Easement, on a form approved by the City Attorney, across a portion of the City-owned property located at 30 Sugar Beet Lane; said "Easement Area" being legally described on attached Exhibit A, generally located as shown on attached Exhibit B, and more particularly detailed on attached Exhibit C.

BE IT FURTHER RESOLVED that the Easement shall be on substantially the following terms and conditions:

The work of construction, repair and maintenance of Developer's private water service lateral facilities (the "Facilities") shall be done and completed in a good and professional manner at the sole expense and responsibility of the Developer.

In all cases the Developer shall be responsible for following all applicable ordinances, codes, statutes, and laws, and obtaining all permits required for any construction, repair or maintenance activity.

Except in cases of emergency, the Developer shall notify the City Parks Superintendent 24 hours prior to entering upon the Easement Area to access the Facilities. This provision shall not apply during such time the Developer has a ground lease interest in the City's property (Lot 2, CSM 14664).

The Developer shall ensure that the underground portion of the Facilities is installed with the capability for locating it with standard utility locating equipment which detects a remote signal. Electrically conductive metal

pipe and pipe connections, or continuous locate wire, is preferred. The Developer shall be required to field locate and mark the Facilities, if requested by the City.

The Developer shall be responsible for restoration of the Easement Area. All areas affected by the work of the Developer shall be promptly restored and/or repaired to original grade and vegetation or surface condition, including repair or replacement of pavement or concrete, by and at the expense of the Developer after completion of said work (or as soon thereafter as weather reasonably permits) and in a manner satisfactory to the City.

Following the installation of the Facilities and final grading of the Easement Area, no grade change shall be made to the Easement Area by the City.

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

Developer shall be liable to and agree to indemnify, defend and hold harmless the City, and its officers, officials, agents, and employees, against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the acts or omissions of Developer or its contractors or subcontractors in the performance of Developer's obligations under the Easement, whether caused by or contributed to by the negligence of the City, its officers, officials, agents, or employees; provided, however, that to the extent that any such negligent or willful acts of the City are attributable to third-party contractors of the City, nothing shall prevent Developer from asserting claims against such third-party contractors.