Legislation Details (With Text)

File #:	57561	**Version:**	1	**Name:**	11947 - PLE for Municipal Transit Purposes - Junction Rd Target
Type:	Resolution			**Status:**	Passed
File created:	9/23/2019			**In control:**	Economic Development Division
On agenda:	11/5/2019			**Final action:**	11/5/2019
Enactment date:	11/8/2019			**Enactment #:**	RES-19-00736

Title: Authorizing the acceptance of a Permanent Limited Easement for Municipal Transit Purposes across a portion of the property located at 201 Junction Road. (9th AD)

Sponsors: Paul E. Skidmore

Indexes:

Code sections:

Attachments: 1. Locator_Map.pdf, 2. 11947_Exhibit_A.pdf, 3. 11947_Exhibit_B_page_1_of_2.pdf, 4. 11947_Exhibit_B_page_2_of_2.pdf

Date	Ver.	Action By	Action	Result
11/5/2019	1	COMMON COUNCIL	Adopt	Pass
10/16/2019	1	BOARD OF PUBLIC WORKS	RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER	Pass
10/14/2019	1	PLAN COMMISSION	Return to Lead with the Recommendation for Approval	Pass
10/1/2019	1	BOARD OF PUBLIC WORKS	Referred	
10/1/2019	1	COMMON COUNCIL	Refer	Pass
9/23/2019	1	Economic Development Division	Referred for Introduction	

Fiscal Note

No City appropriation required for the acceptance of a Permanent Limited Easements for Municipal Transit Purposes.

Title

Authorizing the acceptance of a Permanent Limited Easement for Municipal Transit Purposes across a portion of the property located at 201 Junction Road. (9th AD)

Body

WHEREAS, Target Corporation (“Owner”) is the owner of the property located at 201 Junction Road (the “Property); and

WHEREAS, in accordance with the approved and recorded Specific Implementation Plan (SIP) for Prairie Towne Center, recorded on April 16, 1996 as Document No. 2753601, as later amended (the “Amended SIP”), the Owner is required to convey to the City an easement allowing for the operation of transit services across a portion of the Property.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Madison hereby authorizes the acceptance of a Permanent Limited Easement for Municipal Transit Purposes, at no cost to the City, across that portion of the Property described on attached Exhibit A and depicted on attached Exhibit B (the “Access Drive”), subject to the following general terms and conditions:

1. The use of the Access Drive by the City shall be to enable the City of Madison Metro Transit Utility (“Metro”) to operate its transit service in the Access Drive in accordance with the Amended SIP.

2. The Owner has constructed the Access Drive in accordance with the Amended SIP and Exhibit B.

3. The Owner shall be responsible for all maintenance of the Access Drive including, but not limited to, paving, repaving, repairing, marking, and plowing.

4. The Owner reserves all rights with respect to the Access Drive (subject to the easement described herein) including, but not limited to, the right to use and occupy the Access Drive, provided that such use and occupancy shall not materially interfere with or disturb Metro’s use of the Access Drive as permitted by the easement. No buildings or structures of any kind shall be built over the Access Drive without the prior written approval of Metro’s General Manager.

5. The City shall maintain auto liability insurance with respect to use of the Access Drive by the City and Metro, with minimum limits of $250,000 per person and $7,000,000 per accident, naming the then-Owner (s) of the Access Drive, together with such other persons and/or entities as Owner may designate, as additional insureds; the policy(ies) shall provide that it/they may not be canceled without thirty (30) days' prior written notice to Owner(s). The City shall provide not less than annually an updated Certificate of Liability Insurance.

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