Legislation Details (With Text)

File #:	62947	**Version:** 1	**Name:**	12004 - Bus Shelter Northside TowneCenter	
Type:	Resolution		**Status:**	Passed	
File created:	11/10/2020		**In control:**	TRANSPORTATION COMMISSION	
On agenda:	1/5/2021		**Final action:**	1/5/2021	
Enactment date:	1/11/2021		**Enactment #:**	RES-21-00009	
Title:	Authorizing the acceptance of a limited easement for public bus shelter purposes from Sherman Plaza, Inc. on a portion of the property located at 2901 N. Sherman Avenue. (12th AD)				
Sponsors:	Syed Abbas, Rebecca Kemble				
Indexes:					
Code sections:					
Attachments:	1. Exhibit A - Legal Description of Property.pdf, 2. Exhibit B - Bus Pad Plan.pdf, 3. Locator Map.pdf				

Date	Ver.	Action By	Action	Result
1/5/2021	1	COMMON COUNCIL	Adopt	Pass
12/16/2020	1	BOARD OF PUBLIC WORKS		
11/23/2020	1	PLAN COMMISSION	Return to Lead with the Recommendation for Approval	Pass
11/18/2020	1	BOARD OF PUBLIC WORKS	Referred	
11/18/2020	1	BOARD OF PUBLIC WORKS	Referred	
11/18/2020	1	TRANSPORTATION COMMISSION	Return to Lead with the Recommendation for Approval	
11/17/2020	1	COMMON COUNCIL	Referred	
11/10/2020	1	Economic Development Division	Referred for Introduction	

Fiscal Note

No City appropriation required.

Title

Authorizing the acceptance of a limited easement for public bus shelter purposes from Sherman Plaza, Inc. on a portion of the property located at 2901 N. Sherman Avenue. (12th AD)

Body

WHEREAS, Sherman Plaza, Inc. (“Owner”) is the owner of record for the property located at 2901 N. Sherman Avenue, which is legally described on attached Exhibit A (“Property”); and

WHEREAS, a long term goal of the City of Madison (“City”) is the addition of bus shelter improvements adjacent to an existing bus shelter serving the northbound lanes of N. Sherman Avenue adjacent to the Property to provide shelter for Metro Transit Utility (“Metro”) riders, particularly during the winter months; and

WHEREAS, the construction of the bus shelter improvements would require the use of a portion of the Property, and the Owner has agreed to grant a limited easement for public bus shelter purposes (“Easement”) to the City, at no cost to the City, for the area depicted on attached Exhibit B (“Easement Area”); and

WHEREAS, Metro staff reviewed and approved of the Easement terms and conditions, and the Owner agreed to the same terms and conditions by executing the Easement on November 9, 2020.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and the City Clerk are hereby authorized to accept a Limited Easement for Public Bus Shelter Purposes subject to the following terms and conditions:

1. Construction, Restoration, Repair and Maintenance.

   a. The City shall be solely responsible for the construction, repair, and maintenance of the bus shelter structure and related improvements.

   b. The work of construction, repair and maintenance of the bus shelter improvements by the City shall be done and completed in a good and professional manner and shall be performed in such a manner as in no way to interfere with or endanger the use of the remainder of the Property.

   c. The City shall maintain the bus shelter improvements in a clean and attractive manner. Maintenance responsibilities shall include, but not be limited to, cleaning, painting and replacement of glass. In addition, the City shall be responsible for maintenance (including snow and ice removal), repair and replacement of the 10-ft. wide concrete boarding pad denoted on Exhibit B.

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

2. Amendment. Except as set forth in provision 5 below, 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.

3. Binding Effect. All the terms, conditions, covenants and other provisions contained in this Easement, including the benefits and burdens, shall run with the land and shall be binding upon both parties, their successors and assigns, and shall inure to the benefit of and be enforceable by both parties, their successors and assigns.

4. Liability. Each party shall be responsible its own acts, errors or omissions and for the acts, errors or omissions of its employees, officers, officials, agents, boards, committees and commissions, and shall be responsible for any losses, claims, and liabilities that are attributable to such acts, errors, or omissions including providing its own defense, arising out of this Easement. In situations involving joint liability, each party shall only be responsible for such losses, claims, and liabilities that are attributable to its own acts, errors, or omissions and the acts, errors or omissions of its employees, officers, officials, agents, boards, committees and commissions. It is not the intent of either party to waive, limit or otherwise modify the protections and limitations of liability found in Wis. Stat. 893.80 or any other protections available to the parties by law. This paragraph shall survive the termination or expiration of this Easement.

5. Owner's Right to Terminate. The Owner may terminate this Easement, which cancellation must be by written notice given no less than six (6) months prior to the date of termination.

6. Rules of Use. The Owner reserves the right to use and occupy this Easement Area in a manner consistent with the rights herein conveyed, provided that such use and occupancy shall not interfere with or disturb Metro's use of this Easement Area.

7. Notice. All notices under this Easement shall be delivered in person or sent by certified mail, postage prepaid, at such party's last known address. If a party's address is not known to the party desiring to send a notice, the address to which property tax bills are sent for the property owned by such party may be used. Any party may change its address for notice by written notice to the other party.

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Owner Notification:
Sherman Plaza, Inc.
Attn.: Donald B. Bruns
1865 Northport Drive, Suite B
Madison, WI 53704

City of Madison Notification:
City of Madison
Metro Transit Utility
Attn.: General Manager
1101 East Washington Avenue
Madison, WI 53703

8. Severability. If any term or provision of this Easement is held to be invalid or unenforceable by a court of competent jurisdiction, then such holding shall not affect any of the remaining terms and provisions of this Easement and the same shall continue to be effective to the fullest extent permitted by law.

9. Applicable Law. This Easement shall be construed in accordance with the laws of the State of Wisconsin.

10. Public Record. This Easement will be recorded at the office of the Dane County Register of Deeds.