



## Legislation Text

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**File #:** 54124, **Version:** 1

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### **Fiscal Note**

No City appropriation required.

### **Title**

Authorizing the acceptance of a Permanent Limited Easement for Municipal Transit Purposes across a portion of the property located at 241 Junction Road. (9th A.D.)

### **Body**

WHEREAS, 209-261 Junction Road Madison Investors LLC (“Owner”) is the owner of the property located at 241 Junction Road (the “Property”); and

WHEREAS, in accordance with the recently approved Amended General Development Plan and Amended Specific Implementation Plan for the Property, authorized by Enactment No. ORD-18-00083, Legistar File ID 52297 (the “Amended GDP/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 GDP/SIP.
2. The Owner shall construct the Access Drive in accordance with the Amended GDP/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 its use of the Access Drive with minimum limits of \$1,000,000 per accident, naming the then-Owner of the Access Drive, together with such other persons and/or entities as Owner may designate (currently TPI REIT OPERATING PARTNERSHIP LP, TPI REIT Operating Partnership GP, LLC, CBRE, Inc., Flad Development & Investment Corp., Inc.), as additional insured. The policy(ies) shall provide that it/they may not be canceled without thirty (30) days’ prior written notice to the Owner. The City shall provide to the Owner not less frequently than annually an updated Certificate of Liability Insurance.