

Dane County Contract Cover Sheet

Revised 01/2022

RES 419

Dept./Division	Dane County Department of Waste and Renewables		
Vendor Name	Wisconsin Power and Light Company (WPL)	MUNIS #	260
Brief Contract Title/Description	CONSENT TO ASSIGNMENT OF SITE LEASE FOR YAHARA SOLAR PROJECT		
Contract Term	11/19/20-11/19/40		
Contract Amount	0.00		

Contract # Admin will assign	14162B
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Grant
<input checked="" type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
Name	John Welch	Name	Ben Tanko
Phone #	608-516-4154	Phone #	608-290-5442
Email	welch@countyofdane.com	Email	bentanko@alliantenergy.com
Purchasing Officer	Pete Patten		

Purchasing Authority	<input type="checkbox"/> \$11,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$11,000 – \$40,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$40,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$40,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$40,000 (N/A to Public Works)	
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Req #	Org:	Obj:	Proj:	
	Year	Org:	Obj:	Proj:	
		Org:	Obj:	Proj:	

Budget Amendment	
<input type="checkbox"/>	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

Resolution Required if contract exceeds \$100,000 (\$40,000 PW)	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works)	Res #	419
	<input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.		Year
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.		

CONTRACT MODIFICATIONS – Standard Terms and Conditions		
<input checked="" type="checkbox"/> No modifications.	<input type="checkbox"/> Modifications and reviewed by:	<input type="checkbox"/> Non-standard Contract

APPROVAL
Dept. Head / Authorized Designee


APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached		
DOA:	Date In: 3/17/22	Date Out: _____
<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management		

Goldade, Michelle

From: Goldade, Michelle
Sent: Thursday, March 17, 2022 11:57 AM
To: Hicklin, Charles; Pabellon, Carlos; Patten (Purchasing), Peter; Lowndes, Daniel
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #14162B
Attachments: 14162B.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 3/17/2022 2:39 PM	Approve: 3/17/2022 2:39 PM
	Pabellon, Carlos	Read: 3/17/2022 12:31 PM	Approve: 3/17/2022 2:57 PM
	Patten (Purchasing), Peter		Approve: 3/17/2022 12:08 PM
	Lowndes, Daniel		Approve: 3/18/2022 9:07 AM
	Stavn, Stephanie	Read: 3/17/2022 1:06 PM	
	Oby, Joe		

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract

Contract #14162B
Department: Dept of Waste & Renewables
Vendor: Wisconsin Power & Light
Contract Description: Consent to Assignment of Site Lease for Yahara Solar Project (Res 419)
Contract Term: 4/1/22 – 11/19/40
Contract Amount: \$--

Michelle Goldade

Administrative Manager
Dane County Department of Administration
Room 425, City-County Building
210 Martin Luther King, Jr. Boulevard
Madison, WI 53703
PH: 608/266-4941
Fax: 608/266-4425
TDD: Call WI Relay 711

Please Note: I currently have a modified work schedule...I am in the office Mondays and Wednesdays and working remotely Tuesdays, Thursdays and Fridays in accordance with COVID 19 response guidelines.

1 **2021 RES-419**

2
3 **CONSENT TO ASSIGNMENT OF SITE LEASE FOR YAHARA SOLAR PROJECT**

4
5 Dane County (“County”) and Wisconsin Power and Light Company (“WPL”) entered into a Land
6 Lease Agreement for Solar Array (“Yahara Solar Project”) dated November 5, 2020 (“Original
7 Lease”) in which County granted WPL certain rights to develop, construct, operate and maintain
8 a photovoltaic solar array to generate solar electricity. The 17-megawatt (MW) Yahara Solar
9 Project will include over 33,000 solar panels and produce more than 31,000 megawatt-hours of
10 renewable electricity. The renewable electricity generated from this new project will reduce
11 greenhouse gas emissions in an amount equivalent to the emissions produced by over 4,700
12 vehicles or the burning of 24 million pounds of coal per year.

13 County and WPL agreed to an Amended and Restated Land Lease for Solar Array dated March
14 1, 2022 (“Amended Lease”, and collectively “Site Lease”). The Amended Lease incorporates the
15 details of the designed facility and previous lease terms and states that WPL may assign rights
16 held under the Site Lease with written consent of County.

17 WPL has notified the County of its desire to assign all of its right, title and interest in and to the
18 Site Lease to Dane Solar Holdings. SunVest, through its various affiliated entities, including Dane
19 Solar Holdings, Dane Solar Capital, and Dane County Solar has agreed to accept and assume
20 all rights and obligations under the Site Lease. County staff has evaluated WPL and SunVest’s
21 request for an assignment and recommend approval.

22 **NOW, THEREFORE, BE IT RESOLVED** that County Board approves of the following
23 assignments of all right, title, and interest in and to the Site Lease:

- 24 a. the assignment from WPL to Dane Solar Holdings;
- 25 b. the assignment from Dane Solar Holdings to Dane Solar Capital; and
- 26 c. the assignment from Dane Solar Capital to Dane County Solar.

27
28 **BE IT FURTHER RESOLVED** the County Executive and County Clerk are authorized to
29 execute the Consent to Assignment of Site Lease agreement.

CONSENT TO ASSIGNMENT OF SITE LEASE

This Consent to Assignment of Site Lease is (the "Consent Agreement") is made and entered into this _____ day of _____, 2022 ("Effective Date") by and between Dane County, Wisconsin ("County"), a quasi-municipal corporation, Wisconsin Power and Light Company ("WPL") a business entity formed under the laws of the State of Wisconsin, and SunVest Solar, LLC, a Delaware limited liability company ("SunVest"). County, WPL and SunVest are hereafter referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, County and WPL entered into that certain Land Lease for Solar Array dated November 5, 2020 ("Original Lease") and that certain Amended and Restated Land Lease for Solar Array dated March 1, 2022 ("Amended Lease", and collectively "Site Lease") in which County granted WPL certain rights to develop, construct, operate and maintain a photovoltaic solar array (the "PV System", as further defined in the Site Lease) to generate solar electricity.

WHEREAS, Paragraph 17 of the Site Lease states that "while not in default under this Lease and upon advance written notice to County, WPL may assign rights held hereunder to an affiliate of WPL or, upon the consolidation, merger, or reorganization of WPL, with another entity involved in or organized pursuant to such consolidation, merger, or reorganization" and further that "any assignment that is not within the scope of the preceding sentence shall require the prior written consent of County, which shall not be unreasonably withheld."

WHEREAS, SunVest owns 100 percent of the membership interests in SV Development, LLC, which owns 100 percent of the membership interests in SV Dane Solar, LLC ("SV Dane Solar").

WHEREAS, SV Dane Solar and WPL each hold membership interests in Dane Solar Holdings, LLC, a Delaware limited liability holding company in which SunVest is the majority and managing member ("Dane Solar Holdings"), which owns 100 percent of the membership interests in Dane Solar Capital, LLC, a Delaware limited liability holding company ("Dane Solar Capital"), which owns 100 percent of the membership interests in Dane County Solar, LLC, a Delaware limited liability holding company ("Dane County Solar").

WHEREAS, WPL desires to assign all of its right, title and interest in and to the Site Lease to Dane Solar Holdings.

WHEREAS, SunVest, as the sole member of SV Dane Solar, the managing member of Dane Solar Holdings, desires to (i) cause Dane Solar Holdings to accept all right, title, and interest in and to the Site Lease from WPL, and assign all of its right, title and interest in and to the Site Lease to Dane Solar Capital, (ii) cause Dane Solar Capital to accept all right, title, and interest in and to the Site Lease from Dane Solar Holdings, and assign all of its right, title and interest in and to the Site Lease to Dane County Solar, and (iii) cause Dane County Solar, the sole purpose of which is the design, engineering,

construction, operation and maintenance of the PV System, to accept all right, title, and interest in and to the Site Lease from Dane Solar Capital.

WHEREAS, subject to the approval of the Public Service Commission of Wisconsin, the Site Lease may directly or indirectly be reassigned to WPL (a) pursuant to the Power Purchase Agreement, to be entered into by WPL and Dane County Solar, and (b) pursuant to the First Amended and Restated Limited Liability Company Agreement of Dane Solar Holdings, to be entered into after the date hereof by WPL, SV Dane Solar and Dane Solar Holdings.

WHEREAS, subject to the terms and conditions specified below, County desires to consent to the assignments of the Site Lease to Dane Solar Holdings, Dane Solar Capital, and Dane County Solar.

NOW, THEREFORE, in consideration of the foregoing recitals, County, WPL, and SunVest agree as follows:

1. Capitalized words herein have the meaning ascribed to them in the Site Lease.
2. Consent to Assignment. County hereby expressly consents to the following assignments of all right, title, and interest in and to the Site Lease, so long as such assignments occur within sixty (60) days of the date hereof, and that all such assignments occur:
 - a. the assignment from WPL to Dane Solar Holdings;
 - b. the assignment from Dane Solar Holdings to Dane Solar Capital; and
 - c. the assignment from Dane Solar Capital to Dane County Solar.
3. SunVest, as the sole member of SV Dane Solar, the managing member of Dane Solar Holdings, LLC hereby accepts and assumes all of the rights and obligations accruing to WPL under the Site Lease, including any and all debts and obligations existing and owing to County thereunder until further assignment to Dane Solar Capital, LLC is finalized.
4. Upon assignment to Dane Solar Capital, LLC, SunVest hereby directs Dane Solar Capital, LLC and Dane Solar Capital, LLC hereby accepts and assumes all of the rights and obligations accruing to Dane Solar Holdings, LLC under the Site Lease, including any and all debts and obligations existing and owing to County thereunder until further assignment to Dane County Solar, LLC is finalized.
5. Upon assignment to Dane County Solar, LLC, SunVest hereby directs Dane County Solar, LLC and Dane County Solar, LLC hereby accepts and assumes all of the rights and obligations accruing to Dane Solar Capital, LLC under the Site Lease, including any and all debts and obligations existing and owing to County thereunder.

6. The County and WPL hereby represent, warrant, and covenant to SunVest, SV Dane Solar, Dane Solar Holdings, LLC, Dane Solar Capital, LLC, and Dane County Solar, LLC as follows:

a. The Site Lease is in full force and effect, in accordance with its terms, has not been waived, surrendered, cancelled or terminated, and constitutes the entire agreement between WPL and County.

b. Neither WPL nor County have conveyed, mortgaged, assigned or otherwise transferred or granted any interest to any third parties in all or any portion of the real property contained in the Site Lease.

c. Neither WPL nor County are in default under the Site Lease, and no fact or circumstance exists that with the passing of time or the giving of notice would constitute a breach or default under the Site Lease. All fees and payments due under the Site Lease through and including the Effective Date have been paid. There currently exists no dispute between WPL and County with respect to the Site Lease.

d. WPL has not received notice of any condemnation or threatened condemnation of any of the property subject to the Site Lease, and County has not made and will not make any condemnation of the property subject to the Site Lease.

7. Recording. County, WPL, and SunVest agree that this Consent Agreement shall be recorded in the official records of Dane County, Wisconsin.

8. Cooperation. The Parties hereto shall at all times hereafter execute any documents and do any further acts which may be reasonably necessary or desirable to carry out the purposes of this Consent Agreement and to give full force and effect to each and all of the provisions hereof.

9. Notice. All notices given or permitted to be given hereunder shall be writing. Notice is considered given either (i) when delivered in person to the recipient named below, (ii) upon receipt after deposit in the United States mail in a sealed envelope or container, postage and postal charges prepaid, return receipt requested or certified mail, addressed by name and address to the party or person intended, or (iii) twenty-four (24) hours from proper and timely delivery to an overnight courier service addressed by name and address to the party or person intended as follows:

Notice to WPL:

Wisconsin Power and Light Company
Attn: Ben Tanko
4902 Biltmore Lane
Madison, Wisconsin 53718

With copy to:

Marney Hoefler, Managing Corporate Counsel
4902 N. Biltmore Lane
Madison, Wisconsin 53718

Notice to SunVest:

Ryan Shannon
SunVest Solar, LLC
N27W24025 Paul Ct Suite 100
Pewaukee, WI 53072

With a copy to:

Kirk Kindred
President
SunVest Solar, LLC
N27W24025 Paul Ct Suite 100
Pewaukee, WI 53072

Notice to County:

Dane County
Attn: John Welch
Department of Waste and Renewables
7102 U.S. Hwy 12 & 18,
Madison, WI 53718

With copy to:

Carlos Pabellon,
Office of the Corporation Counsel
210 Martin Luther King,
Jr. Blvd, Room 419
Madison, WI 53703

Either party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a party or an officer or representative, or to a different address, or both. Notices given before actual receipt or notice of change shall not be invalidated by the change. SunVest shall provide to County, in writing, the name, address and telephone number(s) of a representative authorized to act on behalf of SunVest with respect to performance under the Site Lease that County can contact 24 hours per day, seven days a week, in the event of exigent circumstances involving the Site Lease.

10. Miscellaneous. This Consent Agreement shall not be amended or modified in any way except by an instrument signed by the Parties. This Consent Agreement shall

be governed by and interpreted in accordance with the then existing laws of the State of Wisconsin and the county where the Premises are located shall be considered the proper forum or jurisdiction for any disputes arising in connection with this Consent Agreement. Whenever in this Consent Agreement the approval or consent of either Party is required or contemplated, unless otherwise specified, such approval or consent shall not be unreasonably withheld or delayed.

11. Counterparts. This Consent Agreement may be executed simultaneously or in counterparts, each of which together shall constitute one and the same Consent Agreement.

[Signature Page Follows]

COUNTERPART SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

**WISCONSIN POWER AND LIGHT COMPANY,
a Wisconsin Corporation**

By: James P. Brummond

Name: James P. Brummond

Its: Vice President Customer & Community
Engagement

State of Wisconsin, County of Dane

On March 10, 2021 before me, Roxanne Hanson, Executive Assistant

(insert name and title of the officer)

personally appeared James P. Brummond, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of WI that the foregoing paragraph is true and correct.

WITNESS my hand and

official seal.

Signature Roxanne Hanson (Seal)



COUNTERPART SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

SUNVEST SOLAR, LLC,
a Delaware Limited Liability Company

By: _____
Name: Kirk Kindred
Its: President

State of WI, County of Waukesha
On March 16, 2021 before me, Kimberly J Cooper

(insert name and title of the officer)

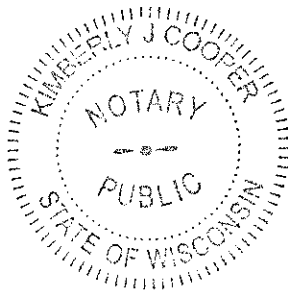
personally appeared Kirk Kindred, President, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of WI that the foregoing paragraph is true and correct.

WITNESS my hand and

official seal.

Signature (Seal)



COUNTERPART SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

DANE COUNTY, WISCONSIN

By: _____

Name: _____

Its: _____

State of _____, County of _____

On _____, 2021 before me, _____

(insert name and title of the officer)

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and

official seal.

Signature (Seal)