

Res 464

Dane County Contract Cover Sheet

Dept./Division	LWRD / Administration
Vendor Name	Wisconsin Power & Light Company
Vendor MUNIS #	260
Brief Contract Title/Description	This easement allows WP&L to replace overhead lines along Highway 19 with underground utilities as part of the Hwy 19/River Road reconstruction project.
Contract Term	in perpetuity
Total Contract Amount	\$ 1000.00

Contract # <small>Admin will assign</small>	13939
Addendum	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Grant
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input checked="" type="checkbox"/>	Other

Purchasing Authority	<input type="checkbox"/> \$10,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$10,000 – \$36,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$36,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$36,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$36,000 (N/A to Public Works)	
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Org Code	Obj Code	Amount	\$
Req #	Org Code	Obj Code	Amount	\$
Year	Org Code	Obj Code	Amount	\$

Resolution	A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract cover sheet.			
	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.			
	<input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.	Res #	2019	
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.	Year	464	

Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
MB	Received by DOA	2/12/20		
CS	Controller		2/14/20	
PCP	Purchasing	2/17/20	2/17/20	
W	Corporation Counsel	2/19/20	2/19/20	
W	Risk Management	2/17/20	2/17/20	
	County Executive			


Dane County Dept. Contact Info		Vendor Contact Info	
Name	Sharene Smith	Name	Scott Schultz
Phone #	608-224-3761	Phone #	715-359-9400 x5278
Email	smith.sharene@countyofdane.com	Email	sschultz@mi-tech.us
Address	5201 Fen Oak Dr., #208 Madison, WI 53718	Address	5707 Schofield Road Weston, WI 54476

Certification:

The attached contract is a:

- Dane County Contract without any modifications.
- Dane County Contract with modifications.
The modifications have been reviewed by:
- Non-standard contract.

Contract Cover Sheet Signature**Department Approval of Contract**

Dept. Head / Authorized Designee	Signature	Date
		2/11/20
	Printed Name	
	Laura Hicklin	

Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.11(3)

Director of Administration	Signature	Date
	Comments	
Corporation Counsel	Signature	Date
	Comments	

1
2
3 AUTHORIZING AN UNDERGROUND ELECTRIC AND COMMUNICATION EASEMENT
4 TO WISCONSIN POWER AND LIGHT COMPANY
5

6 Wisconsin Power and Light Company (WP&L) is requesting an easement through
7 county land at Cherokee Marsh Wildlife Area for underground utilities. The current road
8 reconstruction project at Highway 19 and River Road is requiring that WP&L remove its
9 current overhead lines and bury them underground. The easement would be 15 feet
10 wide and would extend approximately 1,450 feet along the north side of Highway 19.
11

12 Compensation for the easement is \$1,000.
13

14 **NOW, THEREFORE, BE IT RESOLVED** that the Dane County Board of Supervisors
15 and the Dane County Executive hereby authorize an underground Electric and
16 Communication easement to WP&L in exchange for \$1,000.
17

18 **BE IT FURTHER RESOLVED** that the Dane County Clerk is authorized to grant and
19 effectuate the easement.
20

21 **BE IT FINALLY RESOLVED** that revenue account LWRPKOP 84830 Sale of County
22 Property be increased \$1,000 and expense account LWRPKOP 10104 LTE Assistant
23 Park Planner be increased \$929 and account LWRPKOP 10108 Social Security be
24 increased by \$71. These funds shall carry forward until expended.
25

13939

Document No.

**EASEMENT UNDERGROUND
ELECTRIC AND COMMUNICATION**

The undersigned **County of Dane, (hereinafter called the "Grantor")**, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, convey and warrant unto **Wisconsin Power and Light Company, a Wisconsin corporation, (hereinafter called the "Grantee")**, the Grantee's successors and assigns, the perpetual right and easement to construct, install, maintain, operate, repair, inspect, replace, add, relocate and remove the Designated Facilities, as defined below, upon, in, over, through and across lands owned by the Grantor in the **Village of Deforest and the Town of Westport, County of Dane, State of Wisconsin**, said "Easement Area" to be **Fifteen (15)** feet in width and described as follows:

See Exhibit "A" for a legal description of the Easement Area and Exhibit "B" for a depiction of the Easement Area, both which are attached hereto and made a part hereof by reference.

This easement is subject to the following conditions:

1. **Designated Facilities:** This easement is for underground electric line and underground communication line facilities, including but not limited to conduit, cables, above ground electric pad-mount transformers, secondary pedestals, riser equipment, and any other components as Grantee may select for use in transmitting electricity or communication signals (collectively, the "Designated Facilities").
2. **Access:** The Grantee and its agents shall have the right of reasonable ingress and egress to, over and across the Grantor's land adjacent to the Easement Area.
3. **Buildings and Structures:** The Grantor agrees within the Easement Area not to construct or place buildings, structures, or other improvements, or place water, sewer or drainage facilities; all without the express written consent of the Grantee.
4. **Landscaping and Vegetation:** No plantings and landscaping are allowed within the Easement Area that will interfere with the easement rights herein granted. The Grantee has the right to trim or remove trees, bushes and brush within the Easement Area without replacement or compensation hereinafter. The Grantee may treat the stumps of any trees, bushes or brush to prevent re-growth and apply herbicides in accordance with applicable laws, rules and regulations, for tree and brush control.
5. **Elevation:** After the installation of the facilities and final grading of the Easement Area, the Grantor agrees not to alter the grade of the existing ground surface by more than six (6) inches or place rocks or boulders more than eight (8) inches in diameter, within the Easement Area, without the express written consent of the Grantee.
6. **Restoration and Damages:** The Grantee shall restore, cause to have restored or pay a reasonable sum for all damages to property, crops, fences, livestock, lawns, roads, fields and field tile (other than trees trimmed or cut down and removed), caused by the construction, maintenance or removal of said facilities.
7. **Rights not granted to the Grantee:** The Grantee shall not have the right to construct or place fences, buildings or any other facilities other than the above Designated Facilities.
8. **Reservation of use by the Grantor:** The right is hereby expressly reserved to the Grantor, the heirs, successors and assigns, of every use and enjoyment of said land within the Easement Area consistent with rights herein granted.
9. **Binding Effect:** This agreement is binding upon the heirs, successors and assigns of the parties hereto, and shall run with the lands described herein.
10. **Easement Brochure:** As provided by PSC 113, the Grantor shall have a minimum period of five days to examine materials approved or provided by the Public Service Commission of Wisconsin describing the Grantor's rights and options in the easement negotiating process. The Grantor hereby voluntarily waives the five day review period or acknowledges that they have had at least five days to review such materials.
11. **Existing Utilities:** Grantee is responsible for identifying the location of any existing utility lines located within the Easement Area and for any and all damages, costs or liabilities that result from any damages to these lines caused by Grantee.

Record this document with the Register of Deeds

Name and Return Address:

Alliant Energy
Attn: Real Estate Department
4902 North Biltmore Lane
P.O. Box 77007
Madison, WI 53707-1007

Parcel Identification Number(s)

066/0809-014-8880-0
118/0910-313-9001-1

12. **Liability:** Grantee assumes and agrees to protect, indemnify, and save harmless the Grantor, its agents, officers, boards and employees from and against any and all claims, demands, suits, liability and expense by reason of loss or damage to any property or bodily injury including death, arising directly or indirectly:
- a. Out of the construction, installation, maintenance, operation, repair, replacement, inspection, patrol, use and removal of Grantee's utility equipment;
 - b. Out of any defect in the Grantee's utility equipment or failure thereof;
 - c. Out of any act or omission of the Grantee, its agent or employees while on or about the Easement Area and the Grantor's adjoining property, except to the extent caused by the negligence of the Grantor.
 - d. Out of the Grantee's exercise of any and all rights, duties and responsibilities granted by this Easement.
13. **Reservation of Use by the Grantor.** The right is hereby expressly reserved to the Grantor, successors and assigns, of every use and enjoyment of said land within the Easement Area consistent with the rights herein granted.
14. **Termination.** This Easement shall automatically terminate upon Grantee's abandonment of the Easement Area and shall automatically revert to and revest in the Grantor without reentry upon the abandonment of the use of the same for utility purposes for which the Easement was granted or upon non-use of the same for a period of two (2) years.
15. **Default.** In the event that either party shall default in the performance of any obligation hereunder, the non-defaulting party may cause such default, which sum the defaulting party shall pay within thirty (30) days after demand. In addition to the right to collect any and all such sums, the non-defaulting party may seek to enjoin such default in a court of competent jurisdiction. Any party required to resort to litigation to successfully enforce its rights hereunder shall recover the cost and expenses of such litigation, including reasonable attorney's fees, from the other party.
16. **Assignment.** Grantee may not convey, assign or transfer its interests in this Easement without the prior written consent of Grantor.
17. **Construction of Law and Venue.** This Agreement and any amendments thereto shall be construed in accordance with and governed by the laws of the State of Wisconsin. Venue shall be in the State of Wisconsin.
18. **Entire agreement.** This instrument sets forth the entire agreement of the Grantor and Grantee with respect to this Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.
19. **Binding Effect:** This agreement is binding upon the heirs, successors and assigns of the parties thereto, and shall run with the lands described herein.

END OF CONDITIONS.

WITNESS the signature(s) of the Grantor this _____ day of _____, 20_____.

County of Dane

_____(SEAL) _____(SEAL)
Scott McDonell, County Clerk

ACKNOWLEDGEMENT

STATE OF WISCONSIN }
COUNTY OF _____ } SS

Personally came before me this _____ day of _____, 20_____, the above named _____ to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Signature of Notary

Printed Name of Notary

Notary Public, State of Wisconsin

My Commission Expires (is) _____

This instrument drafted by

Jennifer Ackerson- Mi-Tech Services, Inc.

Checked by
[Enter File Name]
February 3, 2020

Exhibit A

GRANTOR'S PARCEL:

The Southwest ¼ of the Southwest ¼ of Section 31, Township 9 North, Range 10 East, in the Village of DeForest, Dane County, Wisconsin, EXCEPT that part of the highway described in Volume 673 of Deeds, Page 73 and deeded to Dane County, Wisconsin;

AND

Lands located in Township 8 North, Range 9 East, Town of Westport, Dane County, Wisconsin, being that part of the East ½ of the Southeast ¼ of Section 1 lying Northerly of State Highway 19 and Easterly of River Road, EXCEPT a piece or parcel of land in the Northeast ¼ of the Southeast ¼ of said Section 1, Township 8 North, Range 9 East, Township of Westport, Dane County, Wisconsin and described more fully as follows: Beginning at the East ¼ corner of said Section ;thence South 89°46' West, 478.3 feet to an iron stake; thence on the same course, South 89°46' West, 37 feet to the center line of highway; thence South 12°15' West, 336 feet along the center of said highway; thence South 80°30' East, 21 feet to an iron stake; thence on the same course, South 80°30' East, 209.85 feet to an iron stake; thence South 56°01' East, 154.0 feet to an iron stake; thence South 79°52' East, 146.2 feet to an iron stake; thence North 10°28' East, 482.0 feet to the Point of Beginning.

EASEMENT AREA:

An easement area 15 feet in width along the southerly border of the above described parcels and lying East and West of the Yahara River and North of the State Highway 19 right of way, said easement being more particularly described and shown on the attached Exhibit B, incorporated into and made a part hereof by reference.

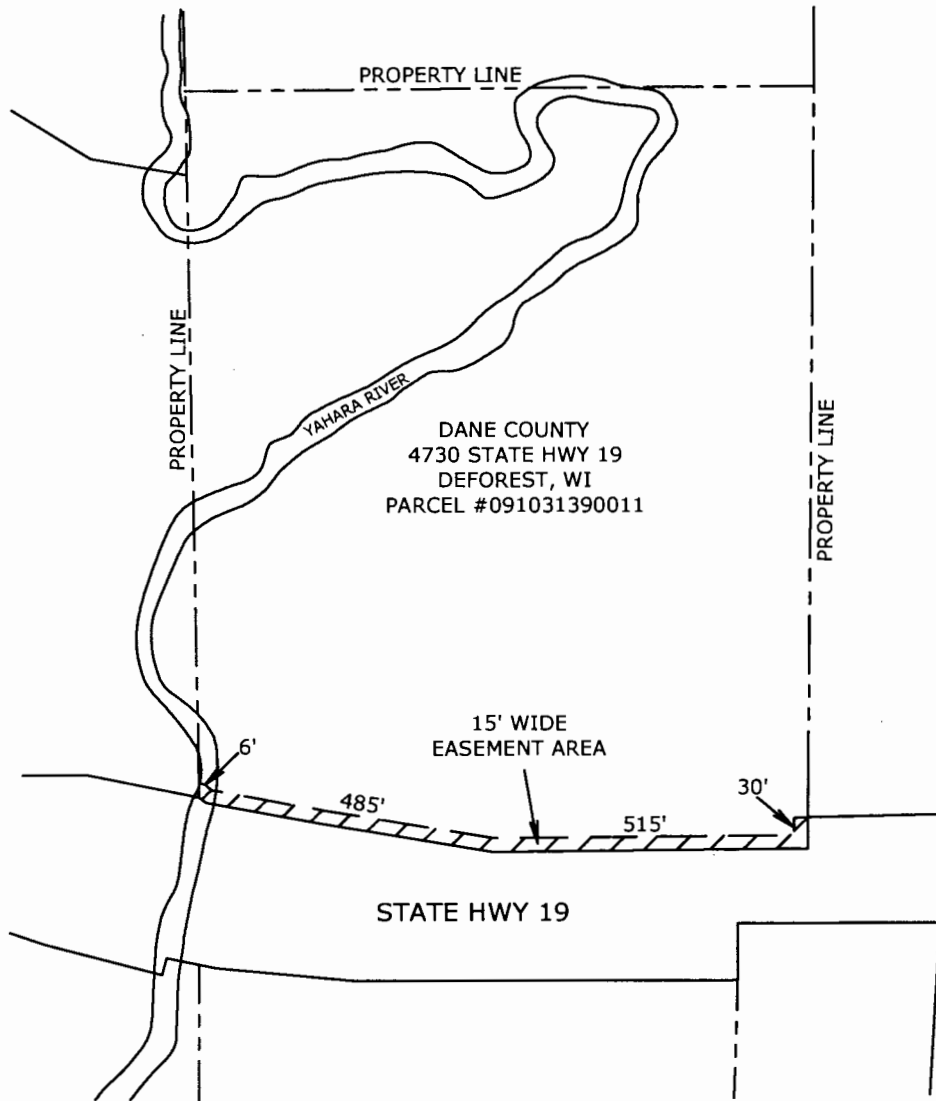
PROPERTY LOCATED IN:

The Southwest ¼ of the Southwest ¼ of Section 31, Township 9, Range 10 East, Dane County, Wisconsin;
(Grantor's deed recorded August 13, 2015 as Document No. 5176263 in the Office of the Register of Deeds in and for Dane County, Wisconsin.)

The Southeast Quarter of the Southeast Quarter of Section 1, Township 8 North, Range 9 East, Dane County, Wisconsin.
(Grantor's deed recorded October 16, 2017 as Document No.5364813 in the Office of the Register of Deeds in and for Dane County, Wisconsin.)

EXHIBIT B

PART OF THE SW 1/4 OF THE SW 1/4 OF SEC 31 - T9N - R10E



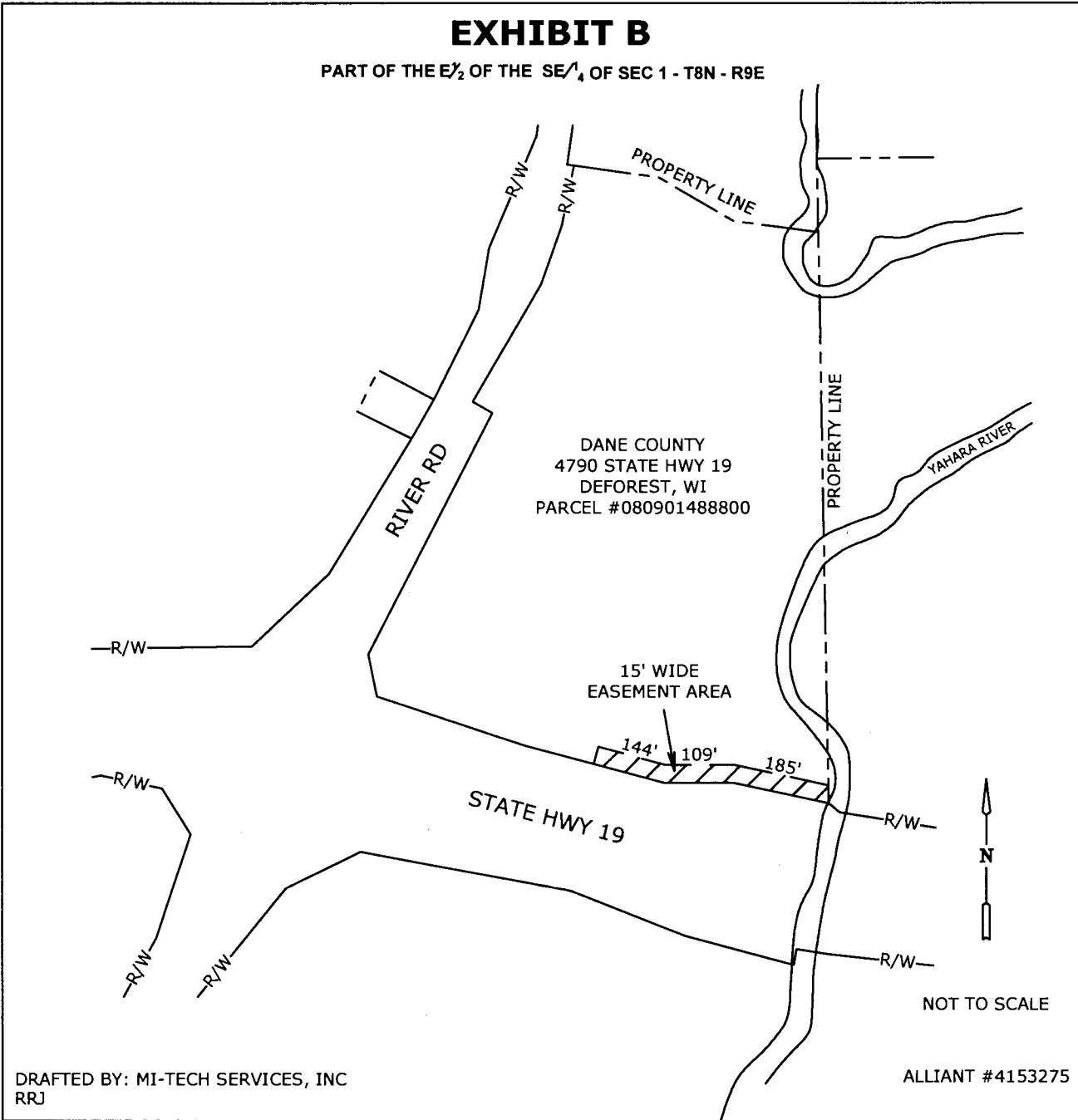
NOT TO SCALE

DRAFTED BY: MI-TECH SERVICES, INC
RRJ

ALLIANT #4153275
3

EXHIBIT B

PART OF THE E $\frac{1}{2}$ OF THE SE $\frac{1}{4}$ OF SEC 1 - T8N - R9E



DRAFTED BY: MI-TECH SERVICES, INC
RRJ

ALLIANT #4153275