

# Contract Cover Sheet

**Note: Shaded areas are for County Executive review.**

Department <b>LWRD</b>	Contract/Addendum #: <b>12834</b>																				
1. This contract, grant or addendum: <input type="checkbox"/> AWARDS <input checked="" type="checkbox"/> ACCEPTS	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">Contract</th> <th style="width: 50%;">Addendum</th> </tr> <tr> <td colspan="2" style="text-align: center; font-size: small;">If Addendum, please include original contract number</td> </tr> <tr> <td><input type="checkbox"/> POS</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Grant</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Co Lease</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Co Lessor</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Intergovernmental</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Purchase of Property</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Property Sale</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input checked="" type="checkbox"/> Other</td> <td><input type="checkbox"/></td> </tr> </table>	Contract	Addendum	If Addendum, please include original contract number		<input type="checkbox"/> POS	<input type="checkbox"/>	<input type="checkbox"/> Grant	<input type="checkbox"/>	<input type="checkbox"/> Co Lease	<input type="checkbox"/>	<input type="checkbox"/> Co Lessor	<input type="checkbox"/>	<input type="checkbox"/> Intergovernmental	<input type="checkbox"/>	<input type="checkbox"/> Purchase of Property	<input type="checkbox"/>	<input type="checkbox"/> Property Sale	<input type="checkbox"/>	<input checked="" type="checkbox"/> Other	<input type="checkbox"/>
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<input checked="" type="checkbox"/> Other	<input type="checkbox"/>																				
2. This contract is discretionary <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																					
3. Term of Contract or Addendum: <b>PERMANENT</b>																					
4. Amount of Contract or Addendum: <b>\$19,419 - REVENUE</b>																					
5. Purpose: <b>Allow an utility easement through county parkland. The easement will not negatively impact the property.</b>																					
6. Vendor or Funding Source: <b>MG&amp;E</b>																					
7. MUNIS Vendor Code: U001																					
8. Bid/RFP Number:																					
9. If grant: Funds Positions? <input type="checkbox"/> Yes <input type="checkbox"/> No Will require on-going or matching funds? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																					
10. Are funds included in the budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																					
11. Account No. & Amount, Org & Obj. _____ Amount \$ _____ Account No. & Amount, Org & Obj. _____ Amount \$ _____ Account No. & Amount, Org & Obj. _____ Amount \$ _____																					
12. If this contract awards funds, a purchase requisition is necessary. Enter requisition # & year <u>NA</u>																					
13. Is a resolution needed? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please attach a copy of the Resolution. If Resolution has already been approved by the County Board, Resolution No. & date of adoption <u>2016 RES 154</u>																					
14. Does Domestic Partner equal benefits requirement apply? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																					
15. Director's Approval: <b>Laura M. Hicklin for Kevin Lannan</b> <div style="font-size: x-small; margin-top: 5px;">                     Digitally signed by Laura M. Hicklin                      DN: cn=Laura M. Hicklin, o, ou, email=hicklin.laura@countyofdane.com, c=US                      Date: 2016.07.29 15:15:12 -0500                 </div>																					

Contract Review/Approvals				Vendor	
Initials	Ftnt	Date In	Date Out	Vendor Name	
<u>MG</u> Received		<u>8/1/16</u>		<b>MG&amp;E</b>  Contact Person <b>STEVE BEVERSDORF</b>  Phone No. <b>252-1552</b>  E-mail Address <b>SBEVERSDORF@MGE.COM</b>	
<u>AW</u> Controller			<u>8/1/16</u>		
<u>TC</u> Corporation Counsel		<u>8/2/16</u>	<u>8-2-16</u>		
<u>RM</u> Risk Management		<u>8/2/16</u>	<u>8/2/16</u>		
<u>PCP</u> Purchasing		<u>8/2/16</u>	<u>8/2/16</u>		
_____ County Executive					

**Footnotes:**  
1.  
2.

<b>Return to:</b> Name/Title: <b>Laura Hicklin</b> Phone: E-mail Address:	Dept.: Mail Address: <b>LWRD</b>
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**Certification**

The attached contract: *[check as many as apply]*

- conforms to Dane County's standard Purchase of Services Agreement form in all respects
- conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy<sup>1</sup>
- is a non-standard contract which has been reviewed or developed by corporation counsel and which has not been changed since that review/development
- is a non-standard contract previously review or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy<sup>1</sup>
- is a non-standard contract not previously reviewed by corporation counsel; it is accompanied by a revision copy
- contains non-standard/indemnification language which has been reviewed or developed by risk management and which has not been changed since that review/development
- contains non-standard insurance/indemnification language which has been changed since review/development or which has not been previously seen by risk management; it is accompanied by a revision copy
- contains non-standard affirmative action/equal opportunity language which has been reviewed or developed by contract compliance and which has not been changed since that review/development
- contains non-standard affirmative action/equal opportunity language which has been changed since the earlier review/development by contract compliance or which has not been previously seen by contract compliance; it is accompanied by a revision copy<sup>1</sup>

Date: 7/29/16

Signed: Laura M. Hicklin

Digitally signed by Laura M. Hicklin  
DN: cn=Laura M. Hicklin, o=ou,  
email=hicklin.laura@countyofdane.com, c=US  
Date: 2016.07.29 15:17:06 -0500

Telephone Number 224-3765

Print Name: LAURA M. HICKLIN

**Major Contracts Review (DCO Sect. 25.20)** This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

**Executive Summary** (attach additional pages, if needed).

1. **Department Head**  Contract is in the best interest of the County.  
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

2. **Director of Administration**  Contract is in the best interest of the County.  
*Comments:*

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

3. **Corporation Counsel**  Contract is in the best interest of the County.  
*Comments:*

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

<sup>1</sup> A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract by means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).

12834

**GAS, ELECTRIC, AND TELECOMMUNICATION  
COLLOCATION EASEMENT**

Document No.

The undersigned, herein called Grantor, in consideration of One Dollar (\$1.00) and other valuable considerations, paid to Grantor by MADISON GAS AND ELECTRIC COMPANY, ("MGE"), Mt. Vernon Telephone Company, LLC d/b/a TDS Telecom ("Mt. Vernon Telephone"), Charter Cable Partners, LLC ("Charter") and Wisconsin Power and Light Company ("WPL"), Grantees, receipt of which is hereby acknowledged, does hereby grant, convey, and warrant unto said Grantees, its successors, and assigns, the perpetual right and easement ("Easement") to construct, lay, operate, maintain, inspect, replace, and remove gas mains and gas service lateral pipes, electric distribution wires and lines, and telecommunication wires, lines, and fiber optics, including valves, meters, regulators, conduits, and other appurtenances necessary for the distribution of gas, electricity, and telecommunications along, across, under, and through the following described land located in Dane County, Wisconsin ("Easement Area"):

THIS SPACE RESERVED FOR RECORDING DATA

Return To:  
Rights-of-Way Department  
Madison Gas and Electric Co.  
P.O. Box 1231  
Madison, WI 53701-1231

PIN 251/0608-023-1201-1

MGE Easement No. \_\_\_\_\_

See Exhibit A, attached hereto and incorporated herein.

TOGETHER with the right to enter upon said land for the above purposes, including repairing or removing the same, and the right to trim or remove such trees and brush as may now or hereafter interfere with or endanger said facilities. The Grantees shall not have the right to erect any fence or other structures unless otherwise specifically provided for herein. The Grantor shall have the right to use and enjoy the surface of the easement conveyed hereby but shall not interfere with the use of same by Grantees for purposes hereinabove granted. The Grantor shall not build, create, or construct any buildings or other structures; plant trees; inundate; or change the grade of said easement, nor permit others to do so without the express written consent of the Grantees which shall not be unreasonably withheld. It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until sometime in the future and that none of the rights herein granted shall be lost by non-use.

Additional Terms and Conditions are specified in Exhibit B, attached hereto and incorporated herein.

This Agreement is binding upon heirs, administrators, executors, and assigns of the parties hereto.

The undersigned warrants and represents that the undersigned has the proper power and authority to grant this Easement.

**COUNTY OF DANE**

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

\_\_\_\_\_  
JOSEPH PARISI, County Executive

STATE OF WISCONSIN )  
 ) ss.  
\_\_\_\_\_ COUNTY )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, the above named Joseph Parisi to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Typed or Printed Name of Notary Public

Notary Public, State of Wisconsin  
My Commission (expires) (is) \_\_\_\_\_

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
SCOTT MC DONELL, County Clerk

STATE OF WISCONSIN )  
 ) ss.  
\_\_\_\_\_ COUNTY )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, the above named Scott McDonell to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Typed or Printed Name of Notary Public

Notary Public, State of Wisconsin  
My Commission (expires) (is) \_\_\_\_\_

This instrument drafted by  
Madison Gas and Electric Company  
Drafter: Michael J. Halcarz

EXHIBIT A TO GAS, ELECTRIC, AND TELECOMMUNICATION COLLOCATION EASEMENT

SEE ATTACHED EASEMENT DESCRIPTION MAPS

# EASEMENT DESCRIPTION MAP (EXHIBIT "A")

GRANTEE: MADISON GAS AND ELECTRIC COMPANY  
 133 SOUTH BLAIR ST  
 MADISON, WI 53788

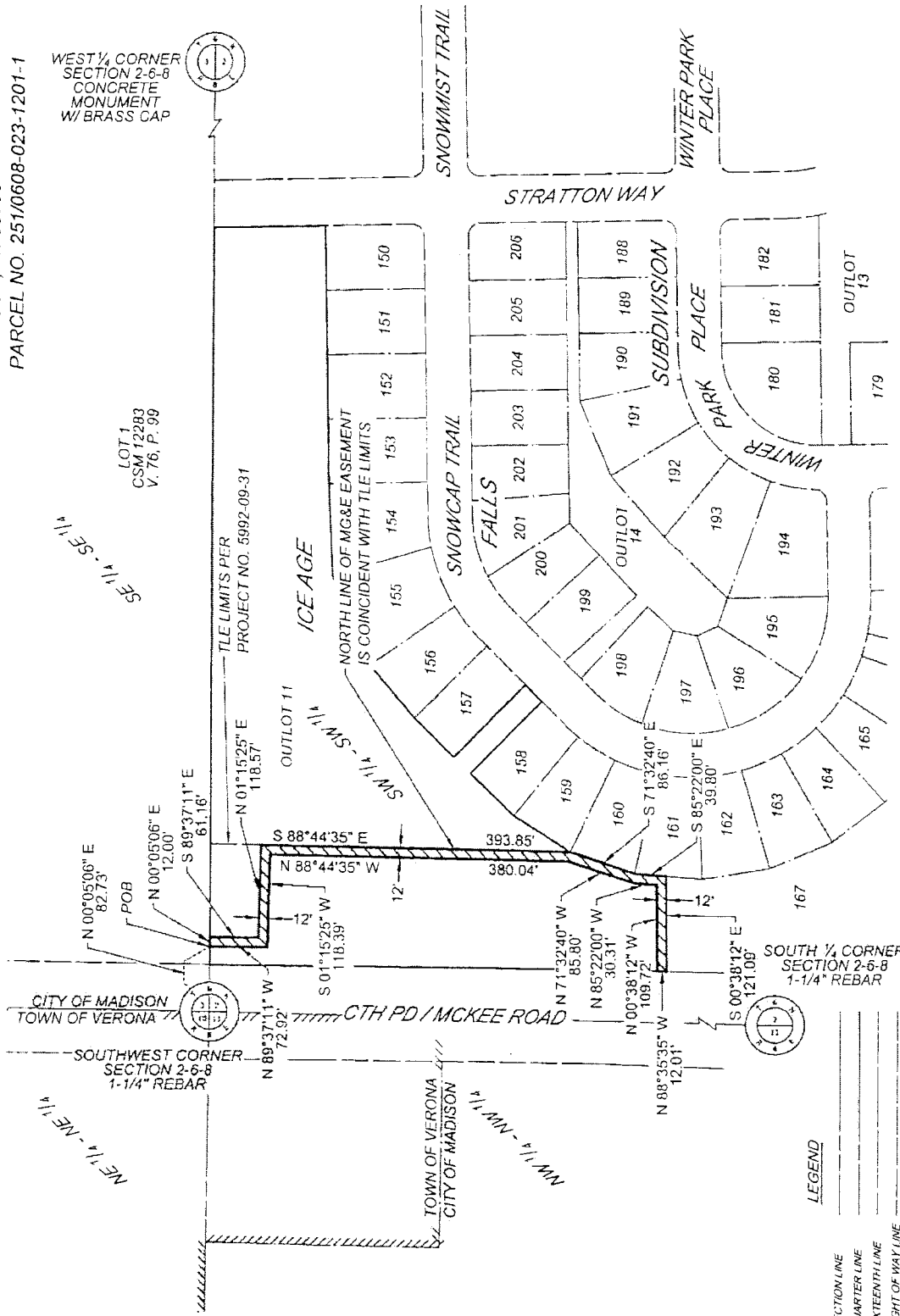
GRANTOR: DANE COUNTY PARKS  
 210 MLK JR BLVD #425  
 MADISON, WI 53703  
 PARCEL NO. 251/0608-023-1201-1

WEST 1/4 CORNER  
 SECTION 2-6-8  
 CONCRETE  
 MONUMENT  
 W/ BRASS CAP

LOT 1  
 CSM 12283  
 V. 76, P. 99

SE 1/4 - SE 1/4

NE 1/4 - NE 1/4



**MAP KEY**

MG&E EASEMENT

TAX KEY 251/0608-023-1201-1 TOTAL AREA = 9,707 SF - 0.22 ACRES

CITY OF MADISON, DANE COUNTY

**LEGEND**

- SECTION LINE
- QUARTER LINE
- SIXTEENTH LINE
- RIGHT OF WAY LINE
- PROPERTY LINE
- MUNICIPAL BOUNDARY
- OWNER'S PROPERTY LINE
- MG&E EASEMENT LINE
- SECTION CORNER



**AYRES ASSOCIATES**  
 5201 EAST TERRACE DRIVE  
 SUITE 200  
 MADISON, WI 53718  
 (608) 443-1200

NOTE: BEARINGS FOR THIS MAP ARE BASED ON THE WISCONSIN COUNTY COORDINATE SYSTEM (DANE ZONE) NAD83(1997). DISTANCES ARE GROUND.

Drawn: CJS / Ayres Associates  
 Date: 06/08/2016  
 Scale: 1" = 200'

THIS DOCUMENT IS FOR THE USE OF MADISON GAS AND ELECTRIC COMPANY. MADISON GAS AND ELECTRIC COMPANY DISCLAIMS ALL WARRANTIES BOTH EXPRESS AND IMPLIED. USE BY ANYONE OTHER THAN MADISON GAS AND ELECTRIC COMPANY IS AT THEIR OWN RISK.

REVISIONS

SHEET NUMBER 1 OF 2

# EASEMENT DESCRIPTION MAP (EXHIBIT "A")

GRANTEE: MADISON GAS AND ELECTRIC COMPANY  
 133 SOUTH BLAIR ST  
 MADISON, WI 53788


GRANTOR: DANE COUNTY PARKS  
 210 MLK JR BLVD #425  
 MADISON, WI 53703  
 PARCEL NO. 251/0608-023-1201-1

**TAX KEY 251/0608-023-1201-1 EASEMENT LEGAL DESCRIPTION:**

A 12 foot wide easement which crosses a part of the grantor's premises, being a part of Outlot 11 of Ice Age Falls Subdivision, recorded in Volume 58-019B of Plats on Page 98 as Document Number 3680382, being located in the Southwest Quarter of the Southwest Quarter of Section 2, Township 6 North, Range 8 East, City of Madison, Dane County, Wisconsin described as:

Commencing at the Southwest Corner of said Section 2;  
 thence North 00°05'06" East, along the West line of said Section 2, 82.73 feet to the **Point of Beginning**,  
 thence, continuing along said West line, North 00°05'06" East, 12.00 feet;  
 thence South 89°37'11" East, 61.16 feet;  
 thence North 01°15'25" East, 118.57 feet;  
 thence South 88°44'35" East, 393.85 feet to the Northeasterly line of said Outlot 11;  
 thence South 71°32'40" East, along said Northeasterly line of said Outlot 11, 86.16 feet;  
 thence continuing along said Northeasterly line, South 85°22'00" East, 39.80 feet to the East line of said Outlot 11;  
 thence South 00°38'12" East, along said East line of Outlot 11, 121.09 feet to the North right of way line of County Highway PD;  
 thence North 88°35'35" West, along said North right of way line, 12.01 feet;  
 thence North 00°38'12" West, 109.72 feet;  
 thence North 85°22'00" West, 30.31 feet;  
 thence North 71°32'40" West, 85.80 feet;  
 thence North 88°44'35" West, 380.04 feet;  
 thence South 01°15'25" West, 118.39 feet;  
 thence North 89°37'11" West, 72.92 feet to the **Point of Beginning**.

The described easement, as shown on Sheet 1 of 2 hereof, contains 9,707 square feet or 0.22 acres, more or less, and is subject to restrictions, reservations, rights-of-way and easements of record.

	<b>AYRES ASSOCIATES</b> 5201 EAST TERRACE DRIVE SUITE 200 MADISON, WI 53718 (608) 443-1200	NOTE: BEARINGS FOR THIS MAP ARE BASED ON THE WISCONSIN COUNTY COORDINATE SYSTEM (DANE ZONE) NAD83(1997). DISTANCES ARE GROUND.	Drawn: CJS / Ayres Associates
			Date: 06/08/2016
THIS DOCUMENT IS FOR THE USE OF MADISON GAS AND ELECTRIC COMPANY. MADISON GAS AND ELECTRIC COMPANY DISCLAIMS ALL WARRANTIES BOTH EXPRESS AND IMPLIED. USE BY ANYONE OTHER THAN MADISON GAS AND ELECTRIC COMPANY IS AT THEIR OWN RISK.			Scale: NA
REVISIONS			SHEET NUMBER 2 OF 2

## EXHIBIT B TO GAS, ELECTRIC, AND TELECOMMUNICATION COLLOCATION EASEMENT

### ADDITIONAL TERMS AND CONDITIONS

1. **Collocation.** MGE, Mt. Vernon, Charter, and WPL shall be referred to collectively as “Grantees”) and individually as a “Grantee”. The Grantees shall mutually agree on the specific location and depth of each Grantee’s facilities in the Easement Area. The liability of each Grantee under this Easement to Grantor shall be joint and several.
2. **No Above Ground Structures.** Notwithstanding anything in this Easement to the contrary, no permanent above-ground fixtures, structures or appurtenances are to be built within the Easement Area, except for flush grade inspection ports or locator boxes.
3. **Site Restoration.** Following completion of any work authorized by this Easement, each Grantee at its sole expense shall restore the surface of the land disturbed by such work to the original habitat condition that existed immediately prior to commencement of such work. Restoration to the original habitat conditions will be completed within 12 months of the completion of the work. Each Grantee will only use clean equipment to perform the work and the restoration in order to minimize the introduction of invasive species. Each Grantee will work directly with Grantor’s project manager to ensure an acceptable type and quality of materials, seed and vegetation are used for site restoration.
4. **No Impact on Grantor Recreational Use.** The Easement is not exclusive. Grantor retains the right to use the Easement Area in a manner that does not unreasonably interfere with the use of the Easement by Grantees. No negative impacts shall affect the recreational use of the Easement Area upon the installation of facilities or upon completion of activities allowed by this Easement. Grantor’s and each Grantee’s management of the Easement Area will be consistent with the Grantor’s adopted master/land use plan that is provided to each Grantee by Grantor.
5. **Indemnification.** Grantor shall not be responsible for any of the costs associated with the installation, maintenance, repair, replacement or operation of facilities by each Grantee, their successors or assigns in the Easement Area and each shall indemnify Grantor for any such costs. Should Grantor be subject to any assessment for fees or other costs related to the installation, maintenance, repair, replacement or operation of a Grantee’s facilities, then the responsible Grantee and its successors and assigns shall indemnify and reimburse Grantor for those sums.

Each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, boards, commissions, agencies, officers and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions including providing its own defense. In situations including joint liability, each party shall be responsible for the consequences of its own acts, errors, or omission and those of its employees, agents, boards, commissions, agencies, officers and representatives. It is not the intent of the parties to impose liability beyond that imposed by state statutes. The obligations of the parties under this paragraph shall survive the expiration or termination of this Easement.