

# Dane County Contract Cover Sheet

Revised 01/2023

Res 368

Dept./Division	Airport/Admin		
Vendor Name	TDS Metrocom, LLC	MUNIS #	7684
Brief Contract Title/Description	Perpetual 20' x 20' easement to construct, maintain and use utility cabinet at intersection of Anderson Street and Grimm Street		
Contract Term			
Contract Amount	\$2500.00		

Contract # Admin will assign	15062
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	Adam Ussher	Name	Corey Widergren
Phone #	608-246-3388	Phone #	262-725-2262
Email	ussher.adam@msnairport.com	Email	corey.widergren@tdstelecom.com
Purchasing Officer			

Purchasing Authority	<input type="checkbox"/>	\$12,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/>	Between \$12,000 – \$43,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/>	Over \$43,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/>	Bid Waiver – \$43,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/>	Bid Waiver – Over \$43,000 (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:

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)	
	<input type="checkbox"/>	Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.	Res # 368
	<input checked="" type="checkbox"/>	A copy of the Resolution is attached to the contract cover sheet.	Year 2022

CONTRACT MODIFICATIONS – Standard Terms and Conditions		
<input type="checkbox"/>	No modifications.	<input checked="" type="checkbox"/>
	Modifications and reviewed by: Adam Ussher	<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./31/23	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

## Goldade, Michelle

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**From:** Goldade, Michelle  
**Sent:** Monday, April 3, 2023 3:18 PM  
**To:** Hicklin, Charles; Rogan, Megan; Lowndes, Daniel; Kasperek, Mary  
**Cc:** Stavn, Stephanie; Oby, Joe  
**Subject:** Contract #15062  
**Attachments:** 15062.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 4/4/2023 9:59 AM	Approve: 4/4/2023 9:59 AM
	Rogan, Megan	Read: 4/3/2023 3:19 PM	Approve: 4/3/2023 3:19 PM
	Lowndes, Daniel		Approve: 4/3/2023 4:11 PM
	Kasperek, Mary		Approve: 4/3/2023 3:25 PM
	Stavn, Stephanie	Read: 4/5/2023 10:30 AM	
	Oby, Joe		

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

Contract #15062  
Department: Airport  
Vendor: TDS Metrocom LLC  
Contract Description: 20' x 20' easement to construct, maintain & use utility cabinet at Intersection of Anderson & Grimm Streets (Res 368)  
Contract Term: perpetual  
Contract Amount: \$2,500.00

Thanks much,  
Michelle

*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 am currently working a modified schedule in accordance with COVID 19 response guidelines. I work in office Mondays and Wednesdays and work remotely Tuesday, Thursdays and Fridays.

1  
2  
3 **2022 RES-368**

4 **GRANTING EASEMENT INVOLVING LAND AT THE DANE COUNTY REGIONAL AIRPORT**

5 TDS Metrocom, LLC ("TDS") is seeking to construct a utility cabinet connecting to its  
6 existing fiber network underlying Dane County property and has requested that Dane County  
7 grant TDS a 400 square foot easement to construct, maintain, and use such a utility cabinet on  
8 County owned land near the Dane County Regional Airport at the intersection of Anderson Street  
9 and Grimm Street. TDS will repair any damage to the land caused by its use of the easement.  
10 TDS's use of the easement will not impact airport operations, and all work and remediation will  
11 be warranted and maintained by TDS and its contractors.

12  
13 **NOW, THEREFORE, BE IT RESOLVED** that the Dane County Executive and the Dane  
14 County Clerk are authorized to execute on behalf of Dane County an Easement, as set forth  
15 above.  
16

15062

DOCUMENT NO.	EASEMENT
	<p>This Easement is made as of the last signature date below by Dane County, WI ("<b>Grantor</b>").</p> <p>Grantor is the owner of the real property located at 2402 Anderson St., Madison, WI identified as Parcel Identification Number 251/0810-304-0209-4 (the "<b>Parcel</b>").</p> <p>Grantee wishes to acquire limited rights to access and use a portion of the Parcel measuring approximately 20' x 20' as more particularly described in the attached <u>Exhibit A</u> (the "<b>Easement Area</b>").</p> <p>NOW, THEREFORE, for valuable consideration of \$2,500.00 and other good and valuable consideration, Grantor does hereby give, grant and convey to TDS Metrocom, LLC and its successors and assigns (collectively, "<b>Grantee</b>"), a perpetual easement upon, in, under, over, across, and along the Parcel to the extent outlined below (the "<b>Easement</b>"): </p>
	<p>RETURN TO: Betsy Bosiak Right of Way Agent 613 Mountain Road Epsom, NH 03234</p> <p>Parcel ID #: 251/0810-304-0209-4</p>

1. Grantee may construct, use, maintain operate, alter, add to, repair, replace, and/or remove its facilities consisting of electronic telecommunications cabinets, poles, pedestals, overhead and underground cables, wires, ducts, conduits, and other equipment and accessories pertaining to the operation of Grantee's telecommunications systems (collectively, the "**Facilities**") upon, in, under, over, across, and along the Easement Area.
2. Grantee will have the right of ingress to and egress from the Easement Area via the Parcel.
3. Grantee may cut down and control the future growth of trees, brush and other vegetation in the Easement Area which may, in Grantee's sole but reasonable judgment, interfere with Grantee's use of the Easement.
4. Grantee will repair any physical damage to the Parcel caused by Grantee's use of the Easement; alternatively, in Grantee's sole discretion, Grantee may compensate Grantor for the reasonable value of such damage, evidenced by an invoice submitted by Grantor.
5. Grantee shall not use or authorize others to use the land subject to this Easement in such a manner as to create electrical or electronic interference with radio transmission or reception between aircraft and any air, navigational, or aviation communications installation on or near Grantor's airport, or in such manner as to make it difficult for pilots to distinguish between airport lights and other lights or so as to otherwise impair pilots' visual perception in the vicinity of the airport or as to otherwise endanger the landing, taking off, or maneuvering of aircraft in the vicinity of said airport.
6. Grantor may not engage in any activity that interferes with or unduly inconveniences Grantee's full use and enjoyment of the Easement; otherwise, Grantor may use any portion of the Parcel, inside or outside the Easement Area, in any reasonable manner.

7. Any Facilities installed within the Easement Area at Grantee's expense shall remain Grantee's property, removable at Grantee's option. Provided, however, that if Grantee abandons the Easement, Grantor may require Grantee to remove any or all of the Facilities and restore the Easement Area to its condition prior to the installation of the Facilities, reasonable wear and tear excepted, all at Grantee's expense.

8. Grantee shall indemnify, defend, and save harmless Grantor from any liability in connection with any accident or other act or omission in connection with or arising from Grantee's exercise of its rights granted herein.

9. Grantor covenants that it is the sole owner of the Parcel and the Parcel is free and clear of any encumbrances and liens that may interfere with the rights conveyed to Grantee herein.

10. Grantor's and Grantee's obligations under this Easement shall be binding upon their respective successors and assigns.

TDS TELECOM USE ONLY  
Company No. 0825  
Easement No. EMAD-22-002  
Exchange No. 0526  
WBS Element: MC-220526035

DATED: \_\_\_\_\_

\_\_\_\_\_  
*Signature*

**Joseph Parisi**

*Print Name*

\_\_\_\_\_  
*Signature*

**Scott McDonell**

*Print Name*

STATE OF Wisconsin            )  
  ) SS.  
COUNTY OF DANE            )

On this day Joseph T. Parisi personally appeared before me, the undersigned, a Notary Public in and for the above-referenced state, proved to me through presentation of a government-issued identification card to be the person(s) whose name(s) is/are subscribed to the foregoing Easement and acknowledged to me that (s)he/they executed the same for the purposes and consideration expressed therein. Given under my hand and seal of office this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

**SEAL**

\_\_\_\_\_  
Printed Name of Notary

Notary Public, \_\_\_\_\_ County, State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_ [DATE]

STATE OF Wisconsin )  
  ) SS.  
COUNTY OF DANE     )

On this day Scott McDonell personally appeared before me, the undersigned, a Notary Public in and for the above referenced state, proved to me through presentation of a government-issued identification card to be the person(s) whose name(s) is/are subscribed to the foregoing Easement and acknowledged to me that (s)he/they executed the same for the purposes and consideration expressed therein. Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

**SEAL**

\_\_\_\_\_  
Printed Name of Notary  
Notary Public, County, State of Wisconsin  
My Commission Expires: \_\_\_\_\_ [DATE]

The instrument was drafted by: TDS Telecommunications LLC  
Insertions by: M Jass

## EXHIBIT A Description of Easement Area

20' x 20' on the attached parcel map to be surveyed and inserted in this exhibit a later date.

**Parcel Number - 251/0810-304-0209-4** Current Summary Report

[← Parcel Parents](#)

This Parcel is in the City of Madison. For additional information, please visit the City of Madison website.

### Parcel Summary More +

Municipality Name	CITY OF MADISON
Parcel Description	CERTIFIED SURVEY MAP NO 13291 AS RECORDE...
Owner Name	DANE COUNTY AIRPORT
Primary Address	2402 ANDERSON ST
Billing Address	210 MLK JR BLVD #114 MADISON WI 53703-3342

[Show Municipal Contact Information](#)

### Assessment Summary More +

Assessment Year	2022
Valuation Classification	G2
Assessment Acres	0.000
Land Value	\$0.00
Improved Value	\$0.00
Total Value	\$0.00

[Show Valuation Breakout](#)

### Zoning Information

### Parcel Maps

[DCiMap](#) [Google Map](#) [Bing Map](#)

### Tax Information

**No tax information available.**

[E-Statement](#) [E-Bill](#) [E-Receipt](#) [Pay Taxes Online](#)

**BADGER - LAND SURVEY, LLC**  
 2610 WEST GRAND AVE.  
 WISCONSIN RAPIDS, WI. 54495

PHONE: (715) 424 - 5900  
 FAX: (715) 424 - 5901  
 E-MAIL: blsurvey@wctc.net  
 www.badgerlandsurvey.com

PREPARED FOR: **Nick Buffington - Project Supervisor**  
**Mountain, LTD**  
**52 Farm View Drive, Suite 201**  
**New Gloucester, ME 04260**

© 2022, BADGER-LAND SURVEY, LLC

IF THE SURVEYORS SEAL IS NOT RED IN COLOR, THIS MAP IS A COPY AND SHOULD BE ASSUMED TO CONTAIN UNAUTHORIZED ALTERATIONS. THE CERTIFICATION DOES NOT APPLY TO COPIES.

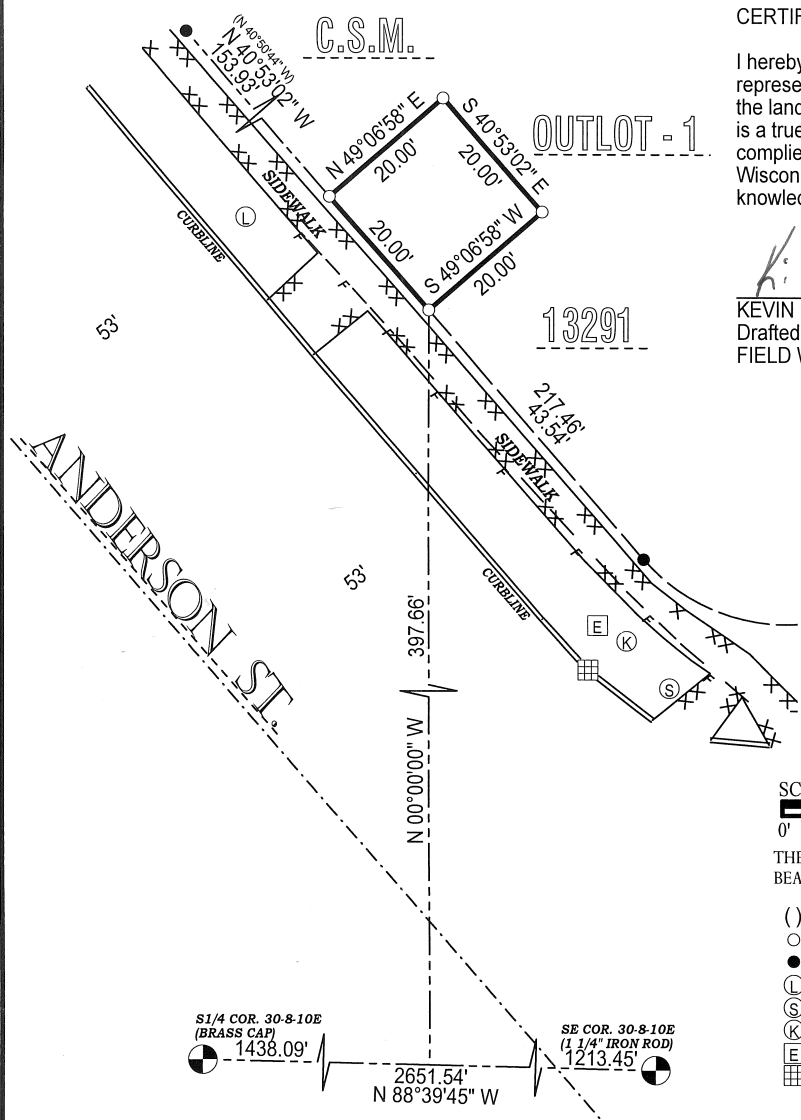
DRAWN BY: KW

JOB#: 108822

**EASEMENT**

*This map DOES NOT transfer property ownership. Sale or transfer of property requires a recorded deed.*

**BEING PART OF OUTLOT 1 OF DANE COUNTY CERTIFIED SURVEY MAP NO. 13291, LOCATED IN PART OF THE SE1/4 SE1/4 OF SECTION 30, TOWNSHIP 8 NORTH, RANGE 10 EAST, CITY OF MADISON, DANE COUNTY, WISCONSIN**

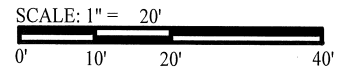


**CERTIFICATION:**

I hereby certify that such map is a correct representation of the exterior boundaries of the land surveyed and that the above map is a true representation thereof. That I have complied fully with Section AE7 of Wisconsin Statutes to the best of my knowledge and belief.

*Kevin M. Whipple 11.2.22*

KEVIN M. WHIPPLE P.L.S. 2444  
 Drafted By: KEVIN WHIPPLE  
 FIELD WORK COMPLETED ON 10/27/22



THE SOUTH LINE OF THE SE1/4 ASSIGNED A BEARING OF N 88°39'45" W FOR THIS MAP

- ( ) RECORDED AS
- 3/4" X 18" IRON ROD SET (1.5#/FT)
- 3/4" IRON ROD FOUND
- ⊙ LIGHT POLE
- ⊗ CROSS WALK LIGHT
- ⊕ STOP LIGHT
- ⊞ ELECTRIC VAULT
- ⊞ CATCH BASIN



**LEGAL DESCRIPTION:**

Being part of Outlot 1 of Dane County Certified Survey Map No.13291, located in part of the SE1/4 SE1/4 of Section 30, Township 8 North, Range 10 East, City of Madison, Dane County, Wisconsin, bounded and described as follows;

Commencing at the SE COR. 30-8-10E;  
 Thence N 88°39'45" W, a distance of 1213.45';  
 Thence N 00°00'00" W, a distance of 397.66' to an iron monument being the POINT OF BEGINNING;  
 Thence N 40°53'02" W, a distance of 20.00' to an iron monument;  
 Thence N 49°06'58" E, a distance of 20.00' to an iron monument;  
 Thence S 40°53'02" E, a distance of 20.00' to an iron monument;  
 Thence S 49°06'58" W, a distance of 20.00' to an iron monument being the POINT OF BEGINNING; subject to right-of-ways, easements, restrictions and reservations of record, IF ANY.

**PROJECT NO: MC-220526033**