

ENROLLED ORDINANCE 181-21

AUTHORIZE THE EXECUTION OF A DISTRIBUTION EASEMENT TO SPECTRUM MID-AMERICA, LLC FOR UTILITY PURPOSES ON COUNTY-OWNED PROPERTY IN THE CITY OF WAUKESHA KNOWN AS MOOR DOWNS GOLF COURSE

WHEREAS, Waukesha County owns certain real property for park and recreational purposes in the City of Waukesha known as Moor Downs Golf Course, located in part of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 34, Township 7 North, Range 19 East, Waukesha County, Wisconsin; and

WHEREAS, Spectrum Mid-America, LLC has requested a Distribution Easement on County-owned property for the installation, operation, maintenance, repair, replacement, and reconstruction of utility facilities consisting of a down guy and anchor associated with the relocation of existing aerial communications facilities; and

WHEREAS, the requested Easement is necessary to accommodate utility infrastructure improvements associated with the replacement of an existing WE Energies utility pole along Bidwell Avenue; and

WHEREAS, the Easement Area is limited in scope and will not materially interfere with the County's ownership, operation, maintenance, or public use of Moor Downs Golf Course; and

WHEREAS, the Department of Parks and Land Use has reviewed the request and determined that granting the Easement is in the best interests of the County and will facilitate necessary utility infrastructure improvements.

THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS that the Director of Parks and Land Use, or designee, is hereby authorized to execute, on behalf of Waukesha County, a Distribution Easement to Spectrum Mid-America, its successors and assigns, for the installation, operation, maintenance, repair, replacement, and reconstruction of a down guy and anchor within the Easement Area described in the Easement document and exhibits attached thereto.

BE IT FURTHER ORDAINED that, upon execution of the Easement, in accordance with the fee schedule established by the Department, the Easement consideration in the amount of One Thousand One Hundred Dollars (\$1,100) shall be deposited into the appropriate Department of Parks and Land Use revenue account.

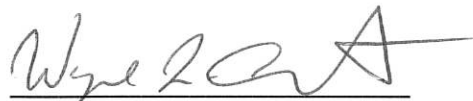
AUTHORIZE THE EXECUTION OF A DISTRIBUTION EASEMENT TO SPECTRUM MID AMERICA,
LLC FOR UTILITY PURPOSES ON COUNTY-OWNED PROPERTY IN THE CITY OF WAUKESHA
KNOWN AS MOOR DOWNS GOLF COURSE

Presented by:

Land Use, Parks, and Environment Committee



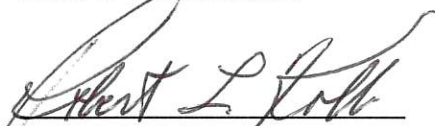
Brian Meier, Chair



Wayne Euclide



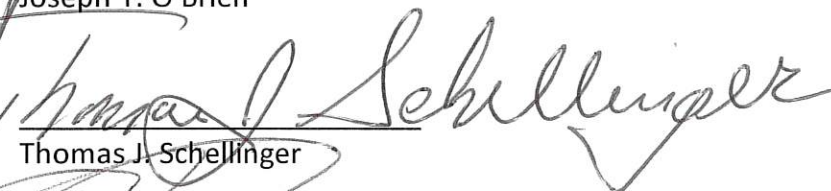
John G. Gscheidmeier



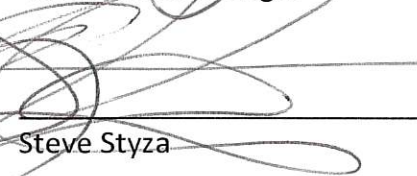
Robert L. Kolb



Joseph T. O'Brien



Thomas J. Schellinger



Steve Styza

The foregoing legislation adopted by the County Board of Supervisors of Waukesha County, Wisconsin, was presented to the County Executive on:

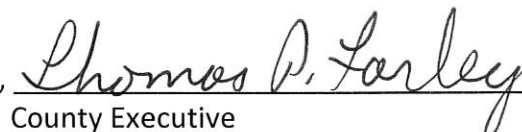
Date: 7/31/26, 

Georgia E. Maxwell, County Clerk

The foregoing legislation adopted by the County Board of Supervisors of Waukesha County, Wisconsin, is hereby:

Approved: X

Vetoed: _____

Date: 8/8/26, 

County Executive

**DISTRIBUTION EASEMENT
UNDERGROUND/OVERHEAD**

Document Number

Recording Area:

WR NO. _____

IO NO. _____

FOR AND IN CONSIDERATION of a sum of One Thousand One Hundred Dollars (\$1,100.00) and other good and valuable consideration to be paid, the receipt and sufficiency of which are hereby acknowledged, **WAUKESHA COUNTY, a municipal corporation**, hereinafter referred to as "Grantor", owner of land, hereby grants and warrants to **SPECTRUM MID-AMERICA, LLC, a limited liability company, whose address is 16500 Rogers Drive, New Berlin, WI 53151** hereinafter referred to as "Grantee", a permanent Easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "Easement Area".

The Easement Area is described as being a part of Grantor's premises located in the Southwest ¼ of the Southeast ¼ of Section 34, Township 7 North, Range 19 East, City of Waukesha, Waukesha County, Wisconsin.

The depiction of the Easement Area with respect to Grantor's land is as shown on the attached drawing, marked Exhibit "A", and the legal description of the Easement Area is attached as Exhibit "B", and made a part of this document.

Name and Return Address:
Waukesha County
c/o Department of Parks and Land Use
515 W. Moreland Blvd., Rm AC-230
Waukesha, WI 53188

WAKC1000983

(Parcel Identification Number)

1. **Purpose:** The purpose of this Easement is to construct, install, operate, maintain, repair, replace, reconstruct, and remove a down guy and anchor and related communications utility facilities associated with Grantee's aerial communications infrastructure, together with all necessary appurtenances. The placement of all such underground/overhead equipment within the Easement Area shall be in conformance with plans and/or drawings approved by Grantor. Trees, bushes, branches, and roots may be trimmed within the Easement Area by Grantee so as not to interfere with Grantee's use of the Easement Area. Prior to any such trimming, Grantee shall consult with the Waukesha County Department of Parks and Land Use in order to minimize any potential negative impacts of the trimming upon trees and bushes. No trees or bushes shall be removed from within the Easement Area without the prior approval of the Waukesha County Park System. Grantee may not trim, cut down or remove trees and bushes outside the Easement Area without prior approval of the Waukesha County Park System.
2. **Limitation on Use:**
 - a. The Easement shall be limited to the installation, operation, maintenance, repair, replacement, and reconstruction of one down guy and anchor and associated appurtenant communications facilities as depicted in Exhibits A and B.
 - b. No above-ground equipment cabinets, pedestals, transformers, communication shelters, or similar structures may be installed within the Easement Area without the prior written approval of Grantor.
 - c. All work performed within the Easement Area shall comply with applicable federal, state, county, and local laws, regulations, permits, and ordinances.
3. **Consistent Uses Allowed:** The Grantor reserves the right to use the Easement Area for purposes which are not inconsistent with the purpose of this Easement nor interfere with the Grantee's full enjoyment of the Easement rights granted herein. Grantor reserves the right to grant Easement rights to other persons or entities as the Grantor deems appropriate, provided the Easement rights are not inconsistent with the purpose of this Easement nor interfere with the Grantee's full enjoyment of the Easement rights granted herein.
4. **Access:** Grantee or its agents shall have the right to enter and use the Easement Area with full right of ingress and egress over and across the Easement Area of Grantor for the purpose of exercising its rights in the Easement Area. Except in the case of an emergency, Grantee or its agents shall provide Grantor 24 hours' advance notice of entry.
5. **Continual Operation of Parks and Trails:** The Grantor's grounds shall at all times remain open for public use. If the Grantee must perform work in any area that will in any way interfere with or detour the traveling public, Grantee will seek prior approval from Grantor, which approval shall not be unreasonably withheld, delayed, or denied. Excepting, however, in cases of emergencies when access shall be immediate.

6. **Buildings or Other Structures:** Grantor agrees that no new structures will be erected in the Easement Area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric codes or any amendments thereto.
7. **Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the Easement Area will not be altered by more than 4 inches without the written consent of Grantee.
8. **Restoration:** Grantee agrees to restore or cause to have restored any and all damages to Grantor's land which resulted from Grantee's entrance and/or performance of its work while in the exercise of its rights hereunder, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the Easement Area and for which, where necessary under the terms hereof, Grantee has obtained prior approval to remove.
9. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until some time in the future, and that none of the rights herein granted shall be lost by non-use.
10. **Binding on Future Parties:** This grant of Easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.
11. **Indemnify and Hold Harmless:** In consideration of the foregoing grant, the Grantee will indemnify, hold harmless and defend the Grantor, its officers, agents, employees, successors and assigns from any and all liability, including claims for injury or death to any person or for damage to property of any person arising out of Grantee's or its agents' exercise of any of its rights under this Easement; excepting, however, any claims or actions arising out of negligence or willful acts on the part of the Grantor, its successors and assigns, Grantor's employees, agents and invitees.
12. **Governing Law and Venue:** This Easement shall be construed and enforced in accordance with the laws of the State of Wisconsin. Any lawsuits related to or arising out of disputes under this Easement shall be commenced and tried in the Circuit Court of Waukesha County, Wisconsin and Grantor and Grantee shall submit to the exclusive jurisdiction of the Circuit Court for such lawsuits, without regard to conflict of law principles.
13. **Invalidity:** If any term or condition of this Easement, or the application of this Easement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Easement or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.
14. **Easement Review:** Grantor acknowledges receipt of materials which describe Grantor's rights and options in the Easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this Easement document or voluntarily waives the five-day review period.
15. **Entire Agreement:** This Easement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Easement and duly recorded in the Office of the Register of Deeds of Waukesha County, Wisconsin.

[Signatures on Next Pages]

IN WITNESS WHEREOF, the Owner has caused this Distribution Easement to be approved by the Waukesha County Board of Supervisors and signed by its Director of Parks and Land Use.

Grantor: WAUKESHA COUNTY, a municipal corporation

By _____

Dale R. Shaver / Director of Parks and Land Use

Acknowledged before me in Waukesha County, Wisconsin, on _____, 2026, by Dale R. Shaver, County Director of Parks and Land Use, on behalf of Waukesha County.

Notary Public Signature, State of Wisconsin

Notary Public Name (Typed or Printed)

(NOTARY STAMP/SEAL)

My commission expires: _____

Grantee: Spectrum Mid-America, LLC

By _____

Matt Brown, Area Vice President

Acknowledged before me in _____ County, _____, on _____, 2026, by Matt Brown, Area Vice President, on behalf of Spectrum Mid-America, LLC.

Notary Public Signature, State of _____

Notary Public Name (Typed or Printed)

(NOTARY STAMP/SEAL)

My commission expires: _____

This instrument was drafted by Kaitlin McCurdy on behalf of Waukesha County, 515 W. Moreland Blvd., Waukesha, Wisconsin 53188.

**EXHIBIT A
EASEMENT AREA**

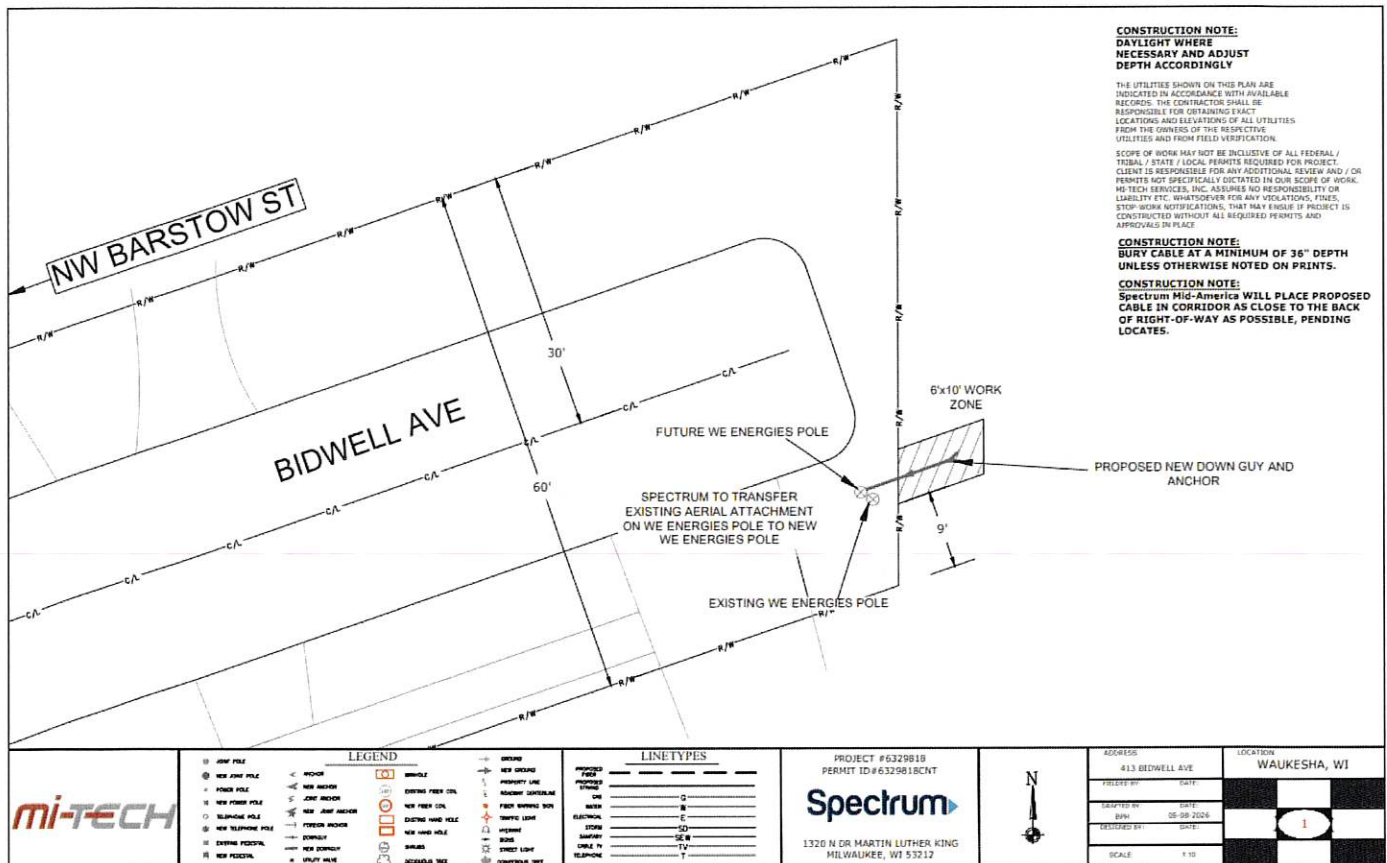


EXHIBIT B
LEGAL DESCRIPTION

A permanent distribution easement BEING A PART OF THE SW 1/4 OF THE SE 1/4 OF SECTION 34, ALL IN TOWNSHIP 07 NORTH RANGE 19 EAST, WAUKESHA CITY, WAULESHA COUNTY, WISCONSIN.

THE PROPOSED RUNNING LINE FOR THE INSTALLATION OF A DOWN GUY BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST SECTION 34, TOWNSHIP 07 NORTH, RANGE 19 EAST; THENCE NORTH 0°31'45" WEST A DISTANCE OF 542.3 FEET TO THE POINT OF BEGINNING; THENCE NORTH 19°03'11" EAST 6.10 FEET TO THE LOCATION OF A PROPOSED DOWN GUY AND ANCHOR INSTALLATION

Said easement being limited to the area depicted on Exhibit A and intended for the installation, operation, maintenance, repair, replacement, reconstruction, and removal of a down guy, anchor, and related communications utility facilities.

Subject to all easements, restrictions, and rights-of-way of record.

VOTE RESULTS

Consent Agenda

24 AYE 0 NAY 0 ABSTAIN 1 ABSENT

17 Yes Votes Needed

 **Passed**

D1 - Styza	AYE	D10 - Thieme	ABSENT	D19 - Enriquez	AYE
D2 - Euclide	AYE	D11 - Howard	S AYE	D20 - Schellinger	AYE
D3 - Gscheidmeier	AYE	D12 - Wolff	AYE	D25 - Johnson	M AYE
D4 - Batzko	AYE	D13 - Leisemann	AYE	D21 - O'Brien	AYE
D5 - Dondlinger	AYE	D14 - Nissen	AYE	D22 - Gryczka	AYE
D6 - Walz	AYE	D15 - Kolb	AYE	D23 - Hammitt	AYE
D7 - LaFontain	AYE	D16 - Crowley	AYE	D24 - Schroeder	AYE
D8 - Koremenos	AYE	D17 - Meier	AYE		
D9 - Heinrich	AYE	D18 - Nelson	AYE		

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