

**Kenosha County
Administrative Proposal Form**

1. Proposal Overview

Division: DPW/Highway Department: Corporation Counsel

Proposal Summary (attach explanation and required documents):

This proposal requests authorization for transfer of easement rights on a County-owned right-of-way contiguous to CTHs Q and U to Uline Corporation for their continued maintenance, care and landscaping as this ROW is contiguous to their corporate property and they seek consistent aesthetic appearance in the area.

Dept./Division Head Signature: Clement Abongwa Date: 08/22/21

2. Public Works Review

Comments:

Recommendation: Approval ☒ Non-Approval ☐

Department Head Signature: [Signature] Date: 8-23-21

3. Finance Division Review

Comments:

Recommendation: Approval ☒ Non-Approval ☐

Finance Signature: [Signature] ^{8/26/21} Date: 8/23/21

4. County Executive Review

Comments:

Action: Approval ☒ Non-Approval ☐

Executive Signature: [Signature] Date: 8/31/21

KENOSHA COUNTY

BOARD OF SUPERVISORS

RESOLUTION NO.

Subject: RESOLUTION AUTHORIZING EASEMENT OF HWY RIGHT-OF-WAY ON CTHS Q AND U TO ULINE CORPORATION FOR MAINTENANCE	
Original X Corrected <input type="checkbox"/> 2nd Correction <input type="checkbox"/> Resubmitted <input type="checkbox"/>	
Date Submitted:	Date Resubmitted:
Submitted By: Clement Abongwa	
Fiscal Note Attached <input type="checkbox"/>	Legal Note Attached <input type="checkbox"/>
Prepared By: John F. Moyer Sr. Asst. Corporation Counsel	Signature:

WHEREAS, Kenosha County owns certain highway Right-of Way properties contiguous to Hwys Q and U located in the Village of Pleasant Prairie, more particularly described on the attached documents, and

WHEREAS, Uline Corporation operates its business on and owns land contiguous to these right-of-ways, and

WHEREAS, Uline has shown a history of excellent maintenance, landscaping and care of its property and wishes to maintain this contiguous right-of-way in an aesthetically pleasing manner consistent with its own property, and

WHEREAS Kenosha County Highways Department is confident that Uline will maintain the right-of-ways in a safe and responsible manner which will ultimately relieve Kenosha County of the obligation to do so, and

WHEREAS, Uline will agree in the easement terms (see attached easement document) to restore the County right-of-way to its current state or better and with oversight of the Kenosha county Division of Highways, and

WHEREAS, This agreement is a cooperative effort which will benefit both parties and beautify the area, and

WHEREAS, The Director of Kenosha County Highway Division recommends such easement agreement to provide mutual benefit to the local and State motoring public, to improve safety and in the best interest of the citizens of this community.

NOW THEREFORE BE IT RESOLVED that the Kenosha County Board of Supervisors hereby agrees to authorize the attached easement as described to the Uline Corporation and record the easement immediately or as soon as possible; and

BE IT FURTHER RESOLVED now and in the future that the Kenosha County Executive and County Clerk are hereby authorized to execute the appropriate documents in order to execute this transaction in accordance with State law.

Respectfully submitted by:

PUBLIC WORKS COMMITTEE

	<u>Aye</u>	<u>No</u>	<u>Abstain</u>
<hr/> William Grady, Chairman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/> John Franco, Vice Chair	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/> Laura Belsky	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/> Zach Rodriguez	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/> Sharon Pomaville	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/> Andy Berg	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/> Gabe Nudo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Respectfully submitted by:

FINANCE COMMITTEE

	<u>Aye</u>	<u>No</u>	<u>Abstain</u>
<hr/> Jeffrey Gentz, Chairman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/> Ron Frederick, Vice Chair	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/> David Celebre	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/> Jeff Wamboldt	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/> Edward Kubicki	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/> Monica Yuhas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/> John Franco	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Document Number

**EASEMENT
RIGHT OF WAY HWYS Q, U**

For good and valuable consideration, **COUNTY OF KENOSHA**, hereinafter referred to as "grantor", owner of land, grants and warrants to **ULINE CORPORATION**, hereinafter referred to as "grantee", a permanent easement upon, within and beneath a part of grantor's land hereinafter described, for the sum of one dollar (\$1.00) for maintaining, irrigating and landscaping the area of the right-of-way in particularized areas contiguous to County Highways Q and U.

The easement area is described as set forth in attached **Exhibit A**.

1. **Buildings or Other Structures:** The grantee agrees that no buildings or other structures will be erected in the easement area, and that all maintenance, irrigation and landscaping will be performed in a safe and prudent manner and will be in compliance with all State of Wisconsin and local codes, and other state, federal and local regulations for the type of activity involved.
2. **Restoration:** Grantee agrees to restore or cause to have restored the grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry, or to a better condition, by the grantee or its agents.
3. **Binding on Approved Successor or Assigns:** This grant of easement may not be transferred or assigned by grantee without the express written consent of the grantor.
4. **Oversight:** Kenosha County Division of Highways retains a right to review and be fully informed of all maintenance, irrigation and landscaping on an ongoing basis.

RETURN TO:
Kenosha Co. Corporation Counsel
912 - 56th Street
Kenosha, WI 53140

(Parcel Identification Number)

By: _____
Jim Kreuser
Kenosha County Executive

By: _____
Jim Maloney
Uline Corporation

Personally subscribed and sworn to before me in Kenosha County, Wisconsin on _____, 2021, by the above named County Executive and Uline Representative.

Signed _____ by Notary Public _____
Notary Public, State of Wisconsin. My commission expires: _____.

This document was drafted by: Mr. John F. Moyer, Wis. State Bar No. 1003566

COUNTY TRUNK HIGHWAY 'U', WISCONSIN

MAINTENANCE AGREEMENT EASEMENT LEGAL DESCRIPTION

THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 1 NORTH, RANGE 21 EAST, OF THE FOURTH PRINCIPAL MERIDIAN SAID LAND BEING IN THE VILLAGE OF BRISTOL, COUNTY OF KENOSHA AND STATE OF WISCONSIN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 25; THENCE SOUTH 00 DEGREES 42 MINUTES 38 SECONDS EAST, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 80.02 FEET; THENCE SOUTH 89 DEGREES 33 MINUTES 58 SECONDS EAST, A DISTANCE OF 42.44 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 89 DEGREES 33 MINUTES 58 SECONDS EAST, A DISTANCE OF 17.57 FEET TO A POINT ON A LINE BEING 60.00 FEET EAST OF AND PARALLEL WITH SAID WEST LINE; THENCE SOUTH 00 DEGREES 42 MINUTES 38 SECONDS EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 1227.43 FEET; THENCE SOUTH 89 DEGREES 17 MINUTES 22 SECONDS WEST, A DISTANCE OF 27.00 FEET TO A POINT ON A LINE BEING 33.00 FEET EAST OF AND PARALLEL WITH SAID WEST LINE; THENCE NORTH 00 DEGREES 42 MINUTES 38 SECONDS WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 814.63 FEET; THENCE NORTH 05 DEGREES 34 MINUTES 42 SECONDS EAST, A DISTANCE OF 73.70 FEET; THENCE NORTH 02 DEGREES 52 MINUTES 09 SECONDS EAST, A DISTANCE OF 151.36 FEET; THENCE NORTH 03 DEGREES 37 MINUTES 10 SECONDS WEST, A DISTANCE OF 83.52 FEET; THENCE NORTH 12 DEGREES 59 MINUTES 38 SECONDS WEST, A DISTANCE OF 37.26 FEET; THENCE NORTH 02 DEGREES 40 MINUTES 05 SECONDS EAST, A DISTANCE OF 69.13 FEET TO THE POINT OF BEGINNING.

CONTAINING 28,783 SQUARE FEET, (0.661 ACRES) MORE OR LESS.

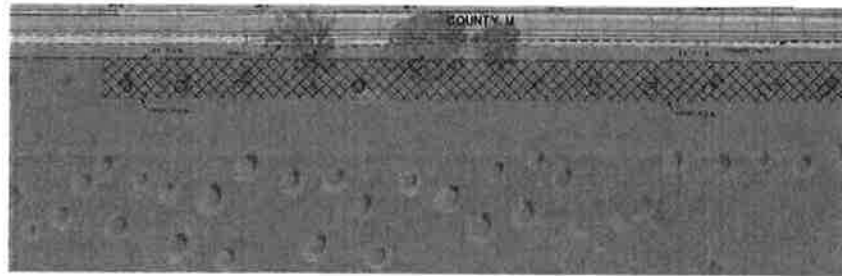
PREPARED BY:
MANHARD CONSULTING, LTD.
ONE OVERLOOK POINT, SUITE 290
LINCOLNSHIRE, ILLINOIS, 60069
PHONE: 847.634.5550
WWW.MANHARD.COM

AUGUST 17, 2021

OTH U
SEE SHEET 100-001
MATCH LINE 51+4.192-00



PARCEL 5 AND 6 - ROUTE 165 LLC



OTH U
SEE SHEET 100-001
MATCH LINE 51+4.192-00

SCALE 1"=50'

Manhard CONSULTING	
PROJECT LAND CAMPUS ROADWAY IMPROVEMENTS BRISTOL, WISCONSIN PARCEL 5 AND 6 - ROUTE 165 LLC	
DATE	10/1/11
BY	JAN BRUN