

Kenosha County  
Administrative Proposal Form

**1. Proposal Overview**

Division: Highway

Department: Public Works and Development  
Services

Proposal Summary (attach explanation and required documents):

A Resolution to Grant a Storm Water Easement to Northpoint Industrial LLC  
as a Part of the Kenosha County Trunk Highway S Project

Dept./Division Head Signature:

*Clement Abongore*

Date:

*7/28/2021*

**2. Department Head Review**

Comments:

Recommendation: Approval ☒ Non-Approval ☐

Department Head Signature:

*RJH*

Date:

*7-28-21*

**3. Finance Division Review**

Comments:

Recommendation: Approval ☒ Non-Approval ☐

Finance Signature:

*Jan Kph*

Date:

*7/28/21*

**4. County Executive Review**

Comments:

Action: Approval ☒ Non-Approval ☐

Executive Signature:

*Jim Spencer*

Date:

*7-28-21*


# Kenosha



# County

## BOARD OF SUPERVISORS

RESOLUTION NO. \_\_\_\_\_

<b>Subject:</b> Resolution to Grant a Storm Water Easement to Northpoint Kenosha Industrial LLC as Part of the County Trunk Highway "S" Project County Detention Basin	
<b>Original</b> <input checked="" type="checkbox"/> <b>Corrected</b> <input type="checkbox"/> <b>2<sup>nd</sup> Correction</b> <input type="checkbox"/> <b>Resubmitted</b> <input type="checkbox"/>	
<b>Date Submitted:</b> 7/28/21	<b>Date Resubmitted:</b>
<b>Submitted by:</b> John Moyer	
<b>Fiscal Note Attached</b> <input type="checkbox"/>	<b>Legal Note Attached</b> <input type="checkbox"/>
<b>Prepared by:</b> John F. Moyer Sr. Asst. Corporation Counsel	<b>Signature:</b> 

WHEREAS, Kenosha County recently acquired property and constructed a detention basin as part of the County Trunk Highway (CTH) S project, and

WHEREAS, Northpoint Kenosha Industrial LLC is engaged in development in the area of the County Detention Pond and propose to install a storm sewer pipe along the detention basin. Northpoint has been responsive to the County request to have a culvert bypass the detention basin and drain into the ditch rather than the detention pond to prevent overloading the detention basin beyond its design capacity, and

WHEREAS, good storm water management, sanitation and sewage are matters of public health and safety and the easement will minimally affect the County property and allow maintenance of the sewer line which benefits residents in the area,

NOW, THEREFORE BE IT RESOLVED, that the Kenosha County Board of Supervisors approves the grant of permanent and perpetual easement to Northpoint Kenosha Industrial LLC on the County-owned property in the southwest corner of CTH S and the Canadian Pacific Railway, approximately one quarter mile east of Highway H for the purpose of relocating and maintaining utilities, under the terms as described more specifically in the attached easement document, and authorizes the Kenosha County Executive and County Clerk to sign all necessary and related documents.

Respectfully Submitted:

PUBLIC WORKS/FACILITIES COMMITTEE

	Aye	Nay	Abstain	Excused
<hr/> Bill Grady, Chairperson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/> John Franco, Vice Chairperson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/> Laura Belsky	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/> Andy Berg	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/> Gabe Nudo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/> Sharon Pomaville	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/> Zach Rodriguez	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

FINANCE/ADMINISTRATION COMMITTEE

	Aye	Nay	Abstain	Excused
<hr/> Supervisor Jeffrey Gentz, Chair	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/> Supervisor Ronald J. Frederick, Vice-Chair	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/> Supervisor John Franco	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/> Supervisor David Celebre	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/> Supervisor Ed Kubicki	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/> Supervisor Jeff Wamboldt	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/> Supervisor Monica Yuhas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PERMANENT STORM SEWER  
EASEMENT BETWEEN  
NP KENOSHA INDUSTRIAL, LLC  
AND KENOSHA COUNTY,  
WISCONSIN

Document  
Number

Document Title

This space is reserved for recording data

Return to:

Austin T. Dowling, Esq.  
4825 NW 41<sup>st</sup> St., #500  
Riverside, MO 64150

Parcel Identification Number(s)

# PERMANENT STORM SEWER EASEMENT

Between

**NP KENOSHA INDUSTRIAL, LLC**  
**A Delaware Limited Liability**

**Company And**

**KENOSHA COUNTY, WISCONSIN**  
**A Municipal Corporation**

This Permanent Storm Sewer Easement ("**Easement**") effective as of the last date of execution is entered into between NP Kenosha Industrial, LLC, a Delaware limited liability company, with principal offices located at 4825 NW 41<sup>st</sup> Street, Suite 500, Riverside, MO 64150 ("**NORTHPOINT**"), and Kenosha County, Wisconsin, a municipal corporation duly organized and existing under the laws of the State of Wisconsin with offices located at 19600 75th Street, Suite 122-1, Bristol, WI 53104 ("**COUNTY**").

COUNTY is the owner of the real estate legally described and generally depicted in the cross-hatching on Exhibit A situated in the County of Kenosha, and State of Wisconsin, hereinafter referred to as the "**Real Estate**".

COUNTY, in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to the terms and conditions below provided, does hereby grant to the NORTHPOINT and the NORTHPOINT's authorized agents and employees a non-exclusive permanent easement, in, to and under and across that certain portion of the Real Estate legally described and shown on Exhibit B (the "**Easement Area**") to install, construct, reconstruct, repair, remove, replace, inspect, and maintain, storm sewer, and appurtenances, all of which is hereafter referred to as the "**Permitted Work**", for the purposes of conveying storm sewerage over, across, through, and under the Real Estate, together with the right to, within the Easement Area, excavate and refill ditches and/or trenches, install appurtenances, and the further right to, within the Easement Area, remove, cut or trim trees, shrubs, bushes, plants, undergrowth, fences, pavement or any other improvements, structures and obstructions interfering with the Permitted Work. COUNTY shall have and retain all other rights not granted to NORTHPOINT to the use and occupancy of the Easement Area. No improvements or structures shall be erected or placed over or upon the Easement Area. Further, NORTHPOINT agrees that all utility installations will be performed in a safe and prudent manner and will be in compliance with all State of Wisconsin and local building codes, and other state, federal, and local regulations for the type of work, utility lines or service installed. This Easement is being granted for nominal consideration, and NORTHPOINT shall hold COUNTY, its officers, officials, employees and agents (the "**County Parties**") harmless for any accidental damage by Kenosha County, or its agents, employees or assigns, to any structures, lines, pipes, or other facilities installed under this easement, except to the extent caused by the gross negligence or willful misconduct of COUNTY or County Parties. If COUNTY shall need to conduct future construction in this Easement Area, NORTHPOINT shall, at COUNTY'S request, temporarily move, suspend and replace such structures, lines, pipes or other facilities for a reasonable temporary period of time, at NORTHPOINT's expense, so long as the same will not cause material erosion or other damage to NORTHPOINT's adjacent property, and COUNTY will carefully consider all costs and interruptions before making such request.

NORTHPOINT will allow, at no cost or expense to NORTHPOINT, COUNTY and County Parties to connect to the sewer main installed by virtue of this Easement, if future construction or expansion by COUNTY or County Parties makes such connection desirable to COUNTY, and NORTHPOINT shall not impose any cost, charge, fee, special assessment or other expense associated with such connection, except for normal usage charge for service.

For the purpose of performing the Permitted Work, NORTHPOINT shall have the right to enter and pass over the Real Estate in order to use the Easement Area and the lands of the COUNTY reasonably adjacent thereto for the temporary transportation, laying down and storage of materials, backfill, tools and equipment, the depositing and removal of excavated materials, and for other reasonable purposes incidental to the Permitted Work. Upon completion of the Permitted Work, the Easement Area shall be restored by NORTHPOINT to its reasonably similar, or better, condition prior to performing the Permitted Work, at NORTHPOINT's sole cost and expense. This Easement shall run with the land and be binding upon the heirs, successors and assigns of the parties hereto. Nonuse or limited use of the easement rights granted in this Easement shall not prevent later use of the easement to the fullest extent authorized in this Easement. Each person who executes this Easement certifies that they are acting within the scope of their respective authority in doing so. This Easement shall be governed by and construed in accordance with the laws of the State of Wisconsin. COUNTY, NORTHPOINT and their respective successors, assigns and successors in title shall have all rights to enforce this Easement at law or in equity.

*Signature pages follow*

NORTHPOINT:

NP KENOSHA INDUSTRIAL, LLC,  
A Delaware Limited Liability Company

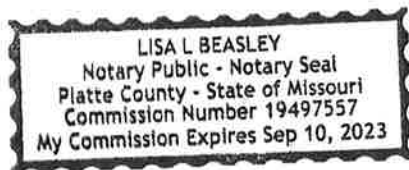
By: NPD MANAGEMENT, LLC, its Authorized Member

By: [Signature]  
NATHANIEL HAGEDORN, Manager

Date: 7/26/2021

STATE OF MISSOURI)  
:SS  
COUNTY OF PLATTE)

BE IT REMEMBERED, that on this 26<sup>th</sup> day of July, 2021, before me, the undersigned, a Notary Public in and for said County and State aforesaid, came Nathaniel Hagedorn, Manager of NPD Management, LLC, a Missouri limited liability company, the Authorized Member of NP Kenosha Industrial, LLC, a Delaware limited liability company ("NP Kenosha") who is personally known to me to be such Manager, and who is personally known to me to be the same person who executed, as such Manager, the within instrument on behalf of NP Kenosha, and Nathaniel Hagedorn duly acknowledged the execution of the same to be the act and deed of NP Kenosha.



[Signature]  
Lisa Beasley  
Notary Public, County of Platte, MO  
My Commission expires/is: 9/10/23



COUNTY:

KENOSHA COUNTY, WISCONSIN,  
A Wisconsin Municipal Corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

STATE OF WISCONSIN)  
:SS  
COUNTY OF KENOSHA)

Personally came before me this\_\_day of\_\_\_\_\_, 2021, \_\_\_\_\_, who is the  
\_\_\_\_\_ of the Kenosha County, Wisconsin, a Wisconsin municipal corporation, to me  
known to be such \_\_\_\_\_ of said municipal corporation, and acknowledged to me that  
they executed the foregoing instrument as such officers as the agreement of said municipal  
corporation, by its authority.

Print Name \_\_\_\_\_  
Notary Public, Kenosha County, WI.  
My Commission expires/is: \_\_\_\_\_

Drafted By:  
Austin T. Dowling  
4825 NW 41<sup>st</sup> St., #500  
Riverside, MO 64150

EXHIBIT A  
REAL ESTATE

The following tract of land in Kenosha County, State of Wisconsin, described in as follows:

Part of the Northeast 1/4 of the Northwest 1/4 of Section 28, Township 2 North, Range 22 East of the Fourth Principal Meridian, lying and being in the Town of Somers, Kenosha County, Wisconsin more particularly described as follows:

Commencing at the Northwest Corner of said Quarter Section; thence North 89°48'27" East along the North line of said 1/4 Section 2627.23 feet to a point on the West line of Canadian Pacific Railroad; thence South 01°39'34" East along said West line 160.05 feet to the point of beginning of lands to be described; thence continuing South 01°39'34" East along said West line 869.40 feet to a point; thence North 89°19'07" West 683.76 feet to a point; thence North 23°16'11" West 419.84 feet to a point; thence North 02°30'30" West 206.64 feet to a point; thence North 52°55'39" West 232.96 feet to a point; thence North 01°32'52" East 193.77 feet to a point on the South line of CTH S; thence South 83°51'45" East along said South line 487.47 feet to a point; thence South 88°34'03" East along said South line 529.58 feet to the point of beginning.

This parcel contains 17.308 Acres, more or less.



EXHIBIT B  
EASEMENT AREA

**LEGAL DESCRIPTION:**

Being a part of the Northeast 1/4 of the Southwest 1/4 of Section 28, Township 2 North, Range 22 East, City of Kenosha, Kenosha County, Wisconsin, described as follows:

Commencing at the southeast corner of the Southwest 1/4 of said Section 28; thence North 01°36'05" West along the east line of said Southwest 1/4, 1634.65 feet; thence North 89°20'25" West, 40.92 feet to the Point of Beginning;

Thence continuing North 89°20'25" West, 20.02 feet; thence North 01°40'52" West, 869.67 feet to the south right of way line of 38th Street (County Trunk Highway "S" and State Trunk Highway "142"); thence South 88°34'09" East along said south right of way line, 20.03 feet to the west right of way line of the Canadian Pacific Railroad; thence South 01°40'52" East along said west right of way line, 869.40 feet to the point of Beginning.



GRAPHICAL SCALE (FEET)

