

**LAND TRANSFER**

**By And Between**

**THE CITY OF KENOSHA, WISCONSIN,**

**THE KENOSHA TRANSIT COMMISSION OF  
THE CITY OF KENOSHA, WISCONSIN,**

**And**

**BRADFORD COMMUNITY CHURCH  
UNITARIAN UNIVERSALIST, INC.**

**THIS AGREEMENT**, made and entered into by and between the **CITY OF KENOSHA, WISCONSIN**, duly organized and existing under the laws of the State of Wisconsin, with offices located at 625 – 52<sup>nd</sup> Street, Kenosha, Wisconsin 53142, the **KENOSHA TRANSIT COMMISSION OF THE CITY OF KENOSHA, WISCONSIN**, a Wisconsin transit commission, duly organized and existing under the laws of the State of Wisconsin, having its principal office at 4303 39<sup>th</sup> Avenue, Kenosha, Wisconsin, 53140 (collectively hereinafter referred to as "CITY") and **BRADFORD COMMUNITY CHURCH UNITARIAN UNIVERSALIST, INC.** with offices located at 5810 8<sup>th</sup> Avenue, Kenosha, Wisconsin 53140, hereinafter referred to as "**CHURCH**".

**W I T N E S S E T H:**

**WHEREAS**, the **CITY** owns a certain parcel of real estate located at the south side of 58<sup>th</sup> Street, between Sheridan Road and 8<sup>th</sup> Avenue in the City of Kenosha, Wisconsin, upon which there exists a paved and landscaped parking lot, which parcel is identified as Parcel No. 12-223-31-463-006 (hereinafter "**INITIAL CITY PREMISES**") and,

**WHEREAS**, since 1993 **CHURCH** has operated a Unitarian Universalist Church on a parcel of land that it owns located at 5810 8<sup>th</sup> Avenue, which parcel is identified as Parcel No. 12-223-31-463-005 (hereinafter "**INITIAL CHURCH PREMISES**"); and,

**WHEREAS**, the **INITIAL CHURCH PREMISES** is adjacent to, and contiguous with, the **INITIAL CITY PREMISES**; and,

**WHEREAS**, from approximately 1981 until 2020, the **CITY** permitted a sign on the Sheridan Road frontage of the **INITIAL CITY PREMISES** for use by the occupants of the building on the **INITIAL CHURCH PREMISES**; and,

**WHEREAS**, on or about August 26, 2020, the sign on the Sheridan Road frontage of the **INITIAL CITY PREMISES** was destroyed during a period of civil unrest; and,

**WHEREAS**, **CHURCH** would like to re-establish a sign for their non-profit message; and,

**WHEREAS**, mindful of provisions of the United States Constitution and State of Wisconsin Constitution that are applicable to actions of local governments and of the policy underscoring its own ordinances relating to off-premises signs, the **CITY** is reluctant to allow an off-premises sign for a particular religious group on its property; and,

**WHEREAS**, in re-paving its parking lot on the **INITIAL CITY PREMISES**, the **CITY** paved a portion of the **INITIAL CHURCH PREMISES**, which the **CHURCH** has accepted.

**NOW, THEREFORE,** in consideration of the mutual undertakings, understanding and agreements hereinafter set forth, **CITY** and **CHURCH** agree as follows:

### **ARTICLE 1 – DESCRIPTIONS OF LAND INVOLVED IN THE TRADE**

**INITIAL CITY PREMISES** is a certain parcel of real estate located at the south side of 58<sup>th</sup> Street, between Sheridan Road and 8<sup>th</sup> Avenue in the City of Kenosha, Wisconsin, upon which there exists a paved and landscaped parking lot, which parcel is identified as Parcel No. 12-223-31-463-006, more particularly described in Exhibit 1.

**INITIAL CHURCH PREMISES** is a parcel of land located at 5810 8<sup>th</sup> Avenue, which parcel is identified as Parcel No. 12-223-31-463-005, and which is more particularly described in Exhibit 2.

**STRIP A** is 2-foot wide strip of the **INITIAL CITY PREMISES**, adjacent to the **INITIAL CHURCH PREMISES** extending westward from the **INITIAL CHURCH PREMISES** to Sheridan Road (about 236 square feet) more particularly described in Exhibit 3.

**STRIP B** is a roughly nine and one-half-foot wide strip of the Church's land on the north side of the **INITIAL CHURCH PREMISES** adjacent to the **INITIAL CITY PREMISES** (comprising about 828 square feet), more particularly described in Exhibit 4.

**RESULTANT CITY PREMISES**, as more particularly described in Exhibit 5, is the **INITIAL CITY PREMISES** from which **STRIP A** has been detached and to which **STRIP B** is attached, each pursuant to the provisions of this AGREEMENT.

**RESULTANT CHURCH PREMISES**, as more particularly described in Exhibit 6, is the **INITIAL CHURCH PREMISES** from which **STRIP B** has been detached and to which **STRIP A** is attached, each pursuant to the provisions of this AGREEMENT.

The parcels described in Exhibits 1-6 are depicted on Exhibit 7 attached hereto and incorporated herein.

### **ARTICLE 2 – CONSIDERATION**

As consideration for this AGREEMENT, the City agrees to transfer **STRIP A** to the **CHURCH** to be attached to the **INITIAL CHURCH PREMISES** in exchange for the **CHURCH** agreeing to transfer **STRIP B** to the City to be attached to the **INITIAL CITY PREMISES**.

### **ARTICLE 3 – REPRESENTATIONS BY THE CITY**

- A. Real Estate Taxes.** Prior to entry into this AGREEMENT, **STRIP A** was a part of the **INITIAL CITY PREMISES**, and as such was the case, was not subject to real estate taxes as property owned by a municipality, and there are no delinquent real estate taxes due on the **STRIP A**.
- B. Pole Encroachment.** In **STRIP A**, the car sales property to the south has installed an encroaching pole. After transfer of **STRIP A** to the **CHURCH**, at the **CHURCH**'s discretion, the **CHURCH** may take action to eject any encroachments by third parties at the **CHURCH**'s expense.
- C. Provision of Utilities.** There are no utilities currently available in **STRIP A**. The **CHURCH** is responsible for the cost of installation of any necessary utilities.
- D. Value.** For purposes of filing a transfer tax return associated with recording of this transaction, the parties stipulate that the value of **STRIP A** is three thousand dollars.

#### **ARTICLE 4 – REPRESENTATIONS BY THE CHURCH.**

- A. Real Estate Taxes. Prior to entry into this AGREEMENT, **STRIP B** was a part of the **INITIAL CHURCH PREMISES**, and as such was the case, was not subject to real estate taxes as property owned by a religious institution, and there are no delinquent real estate taxes due on the **STRIP B**.
- B. Pole Encroachment. The **CHURCH** understands that in **STRIP A**, the car sales property to the south has installed an encroaching pole. Any action to eject the encroachments by third parties will be at the **CHURCH**'s expense.
- C. Provision of Utilities. There are no utilities currently available in **STRIP A**. The **CHURCH** is responsible for the cost of installation of any necessary utilities.
- D. Sign Code Special Exception Requirement – The **CHURCH** understands that it must comply with all applicable laws, specifically including the **CITY**'s Sign Code, and that this Agreement to transfer land does not obviate that compliance. More specifically, the **CHURCH** understands that as the **CHURCH** currently has a sign on its frontage with Eighth Avenue, in order to place what would be a second sign on the **INITIAL CHURCH PREMISES** with **STRIP A** attached to it, it will be necessary for the **CHURCH** to obtain a special exception from the City Plan Commission.
- E. Sign Code Requires Buried Electrical – The **CHURCH** understands that the Sign Code for the City of Kenosha requires the electric supply to the sign contemplated by the **CHURCH** to be placed in **STRIP A** be buried. To the extent that the electrical supply for the sign needs to be buried, the **CHURCH** will have to address the encroachment by the third party identified in 4.B.
- F. Value. For purposes of filing a transfer tax return associated with recording of this transaction, the parties stipulate that the value of **STRIP B** is three thousand dollars.

#### **ARTICLE 5 – QUIT CLAIM TRANSFER OF STRIP A BY THE CITY TO THE CHURCH, WITH ATTACHMENT TO THE INITIAL CHURCH PREMISES.**

**CITY**, as grantor of **STRIP A**, quit claims to **CHURCH** as grantee of **STRIP A**, the real estate described in Exhibit 3, together with the rents, profits, fixtures and other appurtenant interests, in Kenosha County, State of Wisconsin.

**CHURCH**, as owner of the **INITIAL CHURCH PREMISES** and **STIP A** by action of the previous paragraph, attaches **STRIP A** to the **INITIAL CHURCH PREMISES**, and detaches **STRIP B** pursuant to ARTICLE 7 of this AGREEMENT to create **RESULTANT CHRUCH PREMISES**.

#### **ARTICLE 6 – QUIT CLAIM TRANSFER OF STRIP B BY THE CHURCH TO THE CITY, WITH ATTACHMENT TO THE INITIAL CITY PREMISES.**

**CHURCH**, as grantor of **STRIP B**, quit claims to **CITY** as grantee of **STRIP B**, the real estate described in Exhibit 4, together with the rents, profits, fixtures and other appurtenant interests, in Kenosha County, State of Wisconsin.

**CITY**, as owner of the **INITIAL CITY PREMISES** and **STRIP B** by action of the previous paragraph, attaches **STRIP B** to the **INITIAL CITY PREMISES**, and detaches **STRIP A** pursuant to ARTICLE 6 of this AGREEMENT to create **RESULTANT CITY PREMISES**.

#### **ARTICLE 7 - GOVERNMENTAL REQUIREMENTS**

**CHURCH** must procure all licenses, certificates, permits and other authorizations required by any and all governmental authorities, including KWU, having jurisdiction over **STRIP A** regarding the **CHURCH'S** operations

on **STRIP A**.

The above obligation includes, but is not limited to, obtaining and complying with the sign-permit obligations of the Code of General Ordinances for the City of Kenosha, obtaining and complying with electrical permits, complying with the provisions of the **CITY**'s sign code (including sign height limitations and sign-face-size limitations), complying with zoning ordinances, and complying with setback ordinances.

**CHURCH** must pay any and all lawful taxes, license, certification, permit, examination and use fees, and excise taxes, including Real Estate and Personal Property Taxes, from which it is not exempt under State law or City Ordinances, which may be assessed, levied, exacted or imposed on **STRIP A**, or **CHURCH**'s operation hereunder, and must make all applications, reports and returns required in connection therewith.

**ARTICLE 8 – SUITABILITY FOR PURPOSE**

- A. Suitability of **STRIP A**. Upon execution of this AGREEMENT, the **CHURCH** is deemed to have accepted **STRIP A** “as is” and suitable for the **CHURCH**'s intended purposes, subject to the use limitations and obligations imposed on the **CHURCH** by law.
- B. Suitability of **STRIP B**. Upon execution of this AGREEMENT, the **CITY** is deemed to have accepted **STRIP B** “as is” and suitable for the **CITY**'s intended purposes, subject to the use limitations and obligations imposed on the **CITY** by law.

**ARTICLE 9 – BENEFITS**

The terms and conditions hereof inure to the benefit of the parties and be binding upon their successors.

**ARTICLE 10 – INTEGRATION**

This AGREEMENT is fully integrated embodying the entire agreement between the parties and any written or oral understandings to the contrary has no force or effect.

**ARTICLE 11 – CONSTRUCTION**

The parties agree that each party has contributed substantially and materially to the preparation of this AGREEMENT and that as a result this AGREEMENT will not be construed more strictly against one party or the other merely by virtue of the fact that it may have been prepared primarily by counsel for the **CITY**.

*Signature pages follow*

IN WITNESS WHEREOF, the parties hereto have herein executed this Agreement on the dates below given.

**CITY OF KENOSHA, WISCONSIN**  
A Municipal Corporation

BY: \_\_\_\_\_  
**JOHN M. ANTARAMIAN**, Mayor

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
**MICHELLE L. NELSON**, City Clerk

DATE: \_\_\_\_\_

STATE OF WISCONSIN)  
: SS.  
COUNTY OF KENOSHA)

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, John M. Antaramian, Mayor and Michelle L. Nelson, City Clerk of the City of Kenosha, Wisconsin, a municipal corporation, to me known to be such Mayor and City Clerk of said municipal corporation, and acknowledge to me that they executed the foregoing instrument as such officers as the agreement of said City, by its authority.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, Kenosha County, WI.  
My Commission Expires: \_\_\_\_\_

**THE KENOSHA TRANSIT COMMISSION  
OF THE CITY OF KENOSHA, WISCONSIN**  
A Wisconsin Transit Commission

BY: \_\_\_\_\_  
**ANTHONY KENNEDY**, Chair

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
**NELSON OGBUAGU**, Director

DATE: \_\_\_\_\_

STATE OF WISCONSIN)  
: SS.  
COUNTY OF KENOSHA)

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, Anthony Kennedy, Chair of the KENOSHA TRANSIT COMMISSION and Nelson, Director of Transportation of the City of Kenosha, Wisconsin, a municipal corporation, to me known to be such Transit Commission Chair and Director of Transportation of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said City, by its authority.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, Kenosha County, WI.  
My Commission Expires: \_\_\_\_\_

**BRADFORD COMMUNITY CHURCH**  
A Unitarian Universalist Church

BY: \_\_\_\_\_  
**JACK DUDLEY**, Board President

DATE: \_\_\_\_\_

STATE OF WISCONSIN)  
: SS.  
COUNTY OF KENOSHA)

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, Jack Dudley, Broad President for the Bradford Community Church, a Unitarian Universalist Church, to me known to be such board president of said church, and acknowledged to me that he executed the foregoing instrument as such officer of said church, by its authority.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, Kenosha County, WI.  
My Commission Expires: \_\_\_\_\_

Drafted by:  
  
WILLIAM K. RICHARDSON  
Deputy City Attorney

## EXHIBIT 1

Parcel A: Part of Block Forty-nine (49) in the Southeast Quarter of Section Thirty-one (31), in Township Two (2) North, Range Twenty-three (23) East of the Fourth Principal Meridian, in the City of Kenosha, County of Kenosha and State of Wisconsin, and more particularly described as follows, to-wit:

Commencing at the Northeast corner of said Block Forty-nine (49); thence South on the East line thereof, a distance of Eighty-eight (88) feet; thence West on a line parallel with the North line of said Block One Hundred Thirty-two (132) feet; thence North Eighty-eight (88) feet to the North line aforesaid; thence East on the North line of said Block One Hundred Thirty-two (132) feet to the place of beginning.

Parcel B: Part of block forty-nine (49), in the City of Kenosha, Kenosha County, Wisconsin, particularly described as:

Commencing at a point in the east line of Sheridan Road as now laid out, which point is one hundred fifty (150) feet north of the intersection of the east line of Sheridan Road with the north line of 59th Street; thence east eighty (80) feet; thence north one hundred sixteen and 48/100 (116.48) feet to the south of line of 58th Street; thence west eighty (80) feet to the east line of Sheridan Road; thence south along the east line of Sheridan Road, one hundred sixteen and 48/100 (116.48) feet to the point of beginning.

Parcel C: The following tract of land situated in the City and County of Kenosha, Wisconsin:

Part of Block Forty-nine (49) in the Southeast Quarter of Section Thirty-one (31), Township Two (2) North Range Twenty-three (23) East, in the City of Kenosha, more particularly described as follows, to-wit:

Commencing at a point 150 feet north of the south line of said block and 110.5 feet east of the west line of said block; thence east parallel with the south line of said block, 22.75 feet; thence north parallel with the west line of said block, 27.62 feet; thence east a distance of 19.22 feet; thence north on a line parallel with the east line of said block, 88.807 feet to the north line of said block and to a point 132 feet west of the northeast corner of said block; thence west along and upon the north line of said block, 42 feet more or less, to a point 110.5 feet east of the northwest corner of said block; thence southerly upon a line parallel with the west line of said block, 116.48 feet to the point of beginning.

Parcel D: Part of the East Nine (9) Rods of Lot Two (2) in Block Forty-nine (49) of the Village of Southport (now City of Kenosha) in the Southeast Quarter of Section Thirty-one (31) Town Two (2) North, Range Twenty-three (23) East of the Fourth Principal Meridian, lying and being in the City of Kenosha, Kenosha County, Wisconsin and more particularly described as follows:

Beginning at the Northeast corner of Lot Two (2) in Block Forty-nine (49); thence South  $79^{\circ}21'40''$  West along the North line of said Lot, 150.66 Feet (recorded as 9 Rods); thence South  $9^{\circ}40'06''$  East 5.83 Feet to the South line of a concrete drive; thence North  $79^{\circ}31'15''$  East along the South line of said concrete drive, 150.66 Feet to the East line of the aforesaid Lot Two (2); thence North  $9^{\circ}44'30''$  West along said East line, 6.25 Feet to the point of beginning.

Tax Key No: 12-223-31-463-006

Address: Situated on 58th street



## EXHIBIT 2

The East Nine (9) rods of Lot Two (2) in Block Forty-Nine (49) of the Village of Southport (now City of Kenosha) in the Southeast Quarter of Section Thirty-One (31), Township Two (2) North, Range Twenty-Three (23) East of the Fourth Principal Meridian; and lying and being in the City of Kenosha, Kenosha County, Wisconsin.

EXCEPTING THEREFROM land conveyed in Quit Claim Deed to the City of Kenosha, Wisconsin, a municipal corporation, dated September 26, 1981 and recorded in the office of the Register of Deeds for Kenosha County, Wisconsin on October 22, 1981 in Volume 1102 of Records at page 942 as Document No. 684500.

Tax Key No: 12-223-31-463-005

Address: Situated on 58th street

**EXHIBIT 3**

PARCEL TO BE DETACHED FROM TAX PARCEL NO. 12-223-31-463-006 and added on to -005.....

Part of Lots 1, 2 and 3 in Block 49 of the ORIGINAL TOWN OF SOUTHPORT, a plat of record and on file at the Kenosha County Registry of Deeds Office on January 2, 1800, as per Document Number SP3 and per Plat Number 5277; said Subdivision lying and being in the Southeast Quarter of Section 31, Town 2 North, Range 23 East of the Fourth Principal Meridian and being more particularly described as follows:

Commencing at the northeast corner of said Block 49; which corner is the southwest corner of 58th Street and 8th Avenue; thence S10°13'45"E along and upon the west line of said 8th Avenue, 94.95 feet; thence S78°51'41"W 150.66 feet; thence S10°09'18"E 20.81 feet and to the point of beginning; thence S78°39'43"W 103.69 feet to the east line of State Trunk Highway "32" (Sheridan Road); thence N10°05'08"W along and upon said east line, 2.60 feet; thence N79°00'48"E 103.67 feet; thence S01° 09'18"E 1.96 feet and to the point of beginning. Containing 236 square feet, more or less. Subject to easement or restrictions of record.

**EXHIBIT 4**

PARCEL TO BE DETACHED FROM TAX PARCEL NO. 12-223-31-463-005 and added on to -006.....

Part of Lots 1, 2 and 3 in Block 49 of the ORIGINAL TOWN OF SOUTHPORT, a plat of record and on file at the Kenosha County Registry of Deeds Office on January 2, 1800, as per Document Number SP3 and per Plat Number 5277; said Subdivision lying and being in the Southeast Quarter of Section 31, Town 2 North, Range 23 East of the Fourth Principal Meridian and being more particularly described as follows:

Commencing at the northeast corner of said Block 49; which corner is the southwest corner of 58th Street and 8th Avenue; thence S10°13'45"E along and upon the west line of said 8th Avenue, 94.95 feet; thence S78°51'41"W 63.50 feet and to the point of beginning; thence continue S78°51'41"W 87.16 feet; thence S10°09'18"E 9.50 feet; thence N78°51'41"E 87.16 feet; thence N10°09'18"W 9.50 feet and to the point of beginning. Containing 828 square feet, more or less. Subject to easement or restrictions of record.

**EXHIBIT 5**

NEW LEGAL DESCRIPTION OF TAX PARCEL NO. 12-223-31-463-006 excluding and including above legal descriptions.....

Part of Lots 1, 2 and 3 in Block 49 of the ORIGINAL TOWN OF SOUTHPORT, a plat of record and on file at the Kenosha County Registry of Deeds Office on January 2, 1800, as per Document Number SP3 and per Plat Number 5277; said Subdivision lying and being in the Southeast Quarter of Section 31, Town 2 North, Range 23 East of the Fourth Principal Meridian and being more particularly described as follows:

Beginning the northeast corner of said Block 49; which corner is the southwest corner of 58th Street and 8th Avenue; thence S10°13'45"E along and upon the west line of said 8th Avenue, 94.95 feet; thence S78°51'41"W 63.50 feet; thence S10°09'18"E 9.50 feet; thence S78°51'41"W 87.16 feet; thence S10°09'18"E 10.35 feet; thence S78°00'48"W 103.67 feet and to the east line of State Trunk Highway "32" (Sheridan Road), thence N10°05'08"W along and upon said east line, 113.91 feet and to the southwest corner of said State Trunk Highway "32" (Sheridan Road) and the aforesaid 58th Street; thence N78°43'17"E along and upon the south line of said 58th Street, 254.19 feet and to the point of beginning. Containing 26,961 square feet, more or less. Subject to easements or restrictions of record.

**EXHIBIT 6**

NEW LEGAL DESCRIPTION OF TAX PARCEL NO. 12-223-31-463-005 excluding and including above legal descriptions.....

Part of Lots 1, 2 and 3 in Block 49 of the ORIGINAL TOWN OF SOUTHPORT, a plat of record and on file at the Kenosha County Registry of Deeds Office on January 2, 1800, as per Document Number SP3 and per Plat Number 5277; said Subdivision lying and being in the Southeast Quarter of Section 31, Town 2 North, Range 23 East of the Fourth Principal Meridian and being more particularly described as follows:

Commencing at the northeast corner of said Block 49; which corner is the southwest corner of 58th Street and 8th Avenue; thence S10°13'45"E along and upon the west line of said 8th Avenue, 94.95 feet and to the point of beginning; thence continue S10°13'45"E along and upon said west line, 82.47 feet; thence S78°38'16"W 150.77 feet; thence N10°09'18"W 61.24 feet; thence S78°39'43"W 103.69 feet and to the east line of State Trunk Highway "32" (Sheridan Road), thence N10°05'08"W along and upon said east line, 2.60 feet; thence N79°00'48"E 103.67 feet; thence N10°09'18"E 10.35 feet; thence N78°51'41"E 87.16 feet; thence N10°09'18"W 9.50 feet; thence N78°51'41"E 63.50 feet and to the point of beginning. Containing 11,848 square feet, more or less. Subject to easements or restrictions of record.

# EXHIBIT 7

Precede each of the following legal descriptions with this preamble.....

Part of Lots 1, 2 and 3 in Block 49 of the ORIGINAL TOWN OF SOUTHPORT, a plat of record and on file at the Kenosha County Registry of Deeds Office on January 2, 1800, as per Document Number SP3 and per Plat Number 5277; said Subdivision lying and being in the Southeast Quarter of Section 31, Town 2 North, Range 23 East of the Fourth Principal Meridian and being more particularly described as follows:

PARCEL TO BE DETACHED FROM TAX PARCEL NO. 12-223-31-463-005 and added on to -006.....

Commencing at the northeast corner of said Block 49; which corner is the southwest corner of 58th Street and 8th Avenue; thence S10°13'45"E along and upon the west line of said 8th Avenue, 94.95 feet; thence S78°51'41"W 63.50 feet and to the point of beginning; thence continue S78°51'41"W 87.16 feet; thence S10°09'18"E 9.50 feet; thence N78°51'41"E 87.16 feet; thence N10°09'18"W 9.50 feet and to the point of beginning. Containing 828 square feet, more or less. Subject to easement or restrictions of record.

PARCEL TO BE DETACHED FROM TAX PARCEL NO. 12-223-31-463-006 and added on to -005.....

Commencing at the northeast corner of said Block 49; which corner is the southwest corner of 58th Street and 8th Avenue; thence S10°13'45"E along and upon the west line of said 8th Avenue, 94.95 feet; thence S78°51'41"W 150.66 feet; thence S10°09'18"E 20.81 feet and to the point of beginning; thence S78°39'43"W 103.69 feet and to the and to the east line of State Trunk Highway "32" (Sheridan Road); thence N10°05'08"W along and upon said east line, 2.60 feet; thence N79°00'48"E 103.67 feet; thence S01°09'18"E 1.96 feet and to the point of beginning. Containing 236 square feet, more or less. Subject to easement or restrictions of record.

NEW LEGAL DESCRIPTION OF TAX PARCEL NO. 12-223-31-463-005 excluding and including above legal descriptions.....

Commencing at the northeast corner of said Block 49; which corner is the southwest corner of 58th Street and 8th Avenue; thence S10°13'45"E along and upon the west line of said 8th Avenue, 94.95 feet and to the point of beginning; thence continue S10°13'45"E along and upon said west line, 82.47 feet; thence S78°38'16"W 150.77 feet; thence N10°09'18"W 61.24 feet to the east line of State Trunk Highway "32" (Sheridan Road), thence N10°05'08"W along and upon said east line, 2.60 feet; thence N79°00'48"E 103.67 feet; thence N10°09'18"E 10.35 feet; thence N78°51'41"E 87.16 feet; thence N10°09'18"W 9.50 feet; thence N78°51'41"E 63.50 feet and to the point of beginning. Containing 11,848 square feet, more or less. Subject to easements or restrictions of record.

NEW LEGAL DESCRIPTION OF TAX PARCEL NO. 12-223-31-463-006 excluding and including above legal descriptions.....

Beginning the northeast corner of said Block 49; which corner is the southwest corner of 58th Street and 8th Avenue; thence S10°13'45"E along and upon the west line of said 8th Avenue, 94.95 feet; thence S78°51'41"W 63.50 feet; thence S10°09'18"E 9.50 feet; thence S78°51'41"W 87.16 feet; thence S10°09'18"E 10.35 feet; thence S78°00'48"W 103.67 feet and to the east line of State Trunk Highway "32" (Sheridan Road), thence N10°05'08"W along and upon said east line, 113.91 feet and to the southwest corner of said State Trunk Highway "32" (Sheridan Road) and the aforesaid 58th Street; thence N78°43'17"E along and upon the south line of said 58th Street, 254.19 feet and to the point of beginning. Containing 26,961 square feet, more or less. Subject to easements or restrictions of record.

Plat for Lot Line Adjustment of

PREMISES KNOWN AS

TAX PARCEL NOS.

12-223-31-463-005

and

12-223-31-463-006

PART OF BLOCK 49  
ORIGINAL TOWN OF SOUTHPORT

in SE1/4 Section 31-2-23

CITY OF KENOSHA  
KENOSHA COUNTY, WIS.

-for-  
City of Kenosha

PROFESSIONAL LAND SURVEYOR  
625 52ND STREET KENOSHA WI 53140  
Phone 262 653 4157  
Public Works Room 305

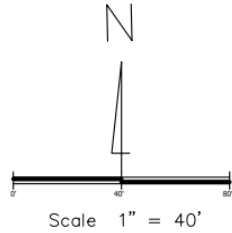
I hereby certify that this property was surveyed under my direction. This plat is true representation thereof.

Reg. Land Surveyor  
November, 2022



Refer to a current title report for a complete legal description and for any easements or restrictions which may affect this site; specifically those not shown on the recorded subdivision plat.

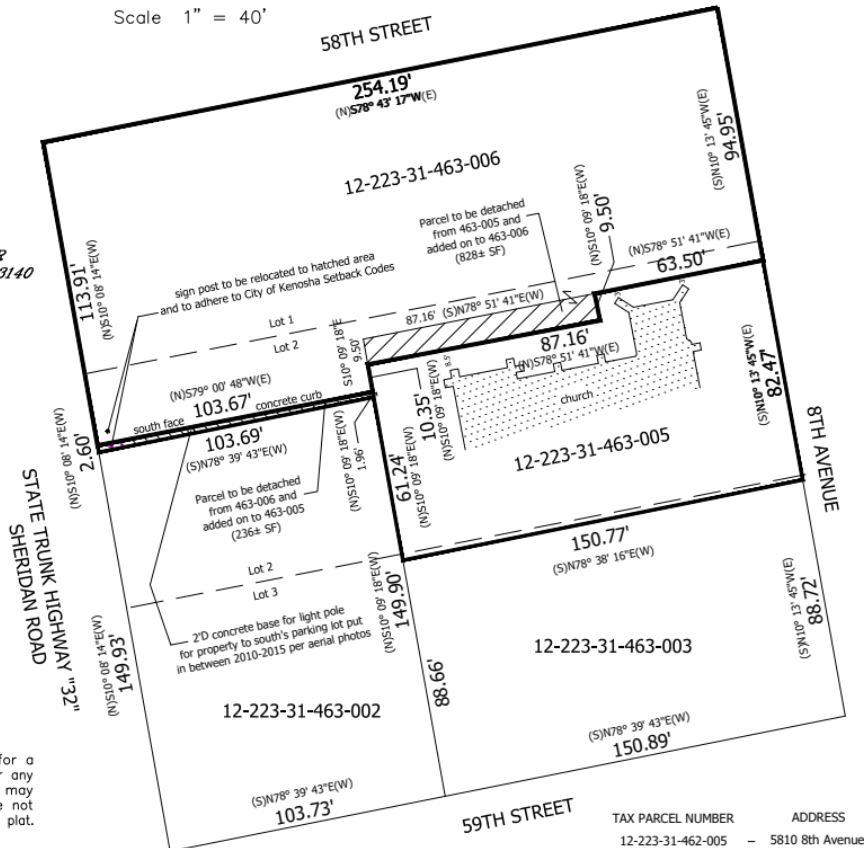
Bearings shown hereon, refer to Wisconsin Plane Coordinate System, South Zone.



I hereby certify that this plat of survey for lot line adjustment is approved by the Dept. of City Development as being in compliance with Chapter 17 of the City Code of General Ordinances.

CITY PLANNER..... Timothy Casey

Dated.....



TAX PARCEL NUMBER ADDRESS  
12-223-31-462-005 - 5810 8th Avenue