

ALTA OWNER'S POLICY OF TITLE INSURANCE

Issued By:



CHICAGO TITLE INSURANCE COMPANY

Policy Number:

KE-1645

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, CHICAGO TITLE INSURANCE COMPANY, a Nebraska corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.

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ALTA Owner's Policy (06/17/2006)

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WI-CT-FTMS-01080.636251-SPS-72306-1-KE-1645



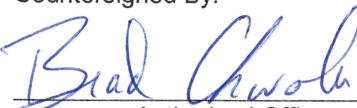
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

IN WITNESS WHEREOF, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers.

Chicago Title Company
20900 Swenson Dr., Suite 900
Waukesha, WI 53186

Countersigned By:



Authorized Officer or Agent



Chicago Title Insurance Company

By:



President

Attest:



Secretary

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ALTA Owner's Policy (06/17/2006)

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EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.



NBU Number: 21403130
Policy Number: KE-1645

**CHICAGO TITLE INSURANCE COMPANY
OWNER'S POLICY FOR TITLE INSURANCE**

SCHEDULE A

1. The effective date of the Policy is:

January 9, 2015

2. The form of the Policy is:

ALTA Owner's 2006

3. The insured value of the Policy is:

\$2,380,000.00

4. The Insured under the Policy is:

RCG-Somers, LLC, a Georgia limited liability company

5. The estate or interest in the land described and covered herein is:

Fee Simple (as to Parcel 1)

Easement (as to Parcel 2, Parcel 3, Parcel 4, Parcel 5, and Parcel 6)

6. Title to said estate or interest at the date hereof is vested in:

The Insured

7. The land described herein is encumbered by the following mortgage or trust deed and assignments, if any:

Mortgage to Secure Debt, Assignment of Leases and Security Agreement made by RCG-Somers, LLC, a Georgia limited liability company to State Bank and Trust Company dated December 30, 2014 and recorded January 9, 2015 as Instrument No. 1740790.

8. The land is described as follows:

(See "Exhibit 'A'" attached)

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Policy Number: KE-1645

EXHIBIT "A"
LEGAL DESCRIPTION

Parcel 1: (FEE)

Lots 4, 5, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18 and Outlots 1, 2, 3 and 4, Somers Market Center Subdivision, being a part of the northwest quarter and part of the southwest quarter, and part of the northeast quarter and part of the southeast quarter of the northeast quarter of Section 27, Town 2 North, Range 22 East, lying and being in the Town of Somers, Kenosha County, State of Wisconsin.

Tax Key No's:	80-4-222-271-0304 (Lot 4)
	80-4-222-271-0305 (Lot 5)
	80-4-222-271-0307 (Lot 7)
	80-4-222-271-0308 (Lot 8)
	80-4-222-271-0309 (Lot 9)
	80-4-222-271-0310 (Lot 10)
	80-4-222-271-0311 (Lot 11)
	80-4-222-271-0312 (Lot 12)
	80-4-222-271-0313 (Lot 13)
	80-4-222-271-0314 (Lot 14)
	80-4-222-271-0315 (Lot 15)
	80-4-222-271-0316 (Lot 16)
	80-4-222-271-0317 (Lot 17)
	80-4-222-271-0318 (Lot 18)
	80-4-222-271-0321 (Outlot 1)
	80-4-222-271-0322 (Outlot 2)
	80-4-222-271-0323 (Outlot 3)
	80-4-222-271-0324 (Outlot 4)

Parcel 2: (Easement)

Together with and subject to the non-exclusive easement for the benefit of Parcel 1 created by the Grant of Storm Water Drainage Easement recorded as Document No. 1536039.

Parcel 3: (Easement)

Together with the non-exclusive easements for "Grant of Easements", "Utility and Service Easements", "Water Flow", and "Road Easements" for the benefit of Parcel 1 granted and created therein by Sections 5(a), 5(c), 5(d), and 5(f) of the Easements with Covenants and Restrictions recorded as Document Number 1536042; and as amended by First Amendment to Easements with Covenants and Restrictions recorded as Document Number 1586682; and as amended by Second Amendment to Easements with Covenants and Restrictions recorded as Document Number 1740969.

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Parcel 4: (Easement)

Together with the non-exclusive easement for access for the benefit of Lot 8, over and across Lot 9, created within the recorded subdivision plat of Somers Market Center Subdivision recorded as Document No. 1535778.

Parcel 5: (Easement)

Together with the non-exclusive easement for access for the benefit of Lot 4 and 5, over and across Lot 3, created within the recorded subdivision plat of Somers Market Center Subdivision recorded as Document No. 1535778.

Parcel 6: (Easement)

Together with the non-exclusive easement for access for the benefit of Outlot 1, over and across Lot 1 and Lot 2, as shown on the recorded subdivision plat of Somers Market Center Subdivision recorded as Document No. 1535778.

END

NBU Number: 21403130
Policy Number: KE-1645

SCHEDULE B

This Policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. General taxes for the year 2015 and subsequent years, not yet due and payable.
2. Access limitations and access restrictions contained in Award of Damages recorded as Document No. 468971, and shown on survey. (affects Lots 8-14)
3. Utility Easement granted to Wisconsin Electric Power Company recorded as Document No. 836516, as assigned by Easement Assignment recorded as Document No. 1207209. Partial Release of Easement recorded as Document No. 1585408, and shown on survey. (Affects Lots 4 and 9 and Outlot 1)
4. Easements, covenants, access restrictions, wetlands, setbacks, notations, restrictions, provisions and notes set forth on Plat of Somers Market Center Subdivision recorded as Document No. 1535778.
5. Easement granted to Globe Corporation recorded in Volume 875 page 416, as Document No. 545084, and shown on survey. (Affects Outlot 1)
6. Developer's Agreement recorded as Document No. 1536037.
7. Declaration of Stormwater Facility Maintenance recorded as Document No. 1536038.
8. Easements with Covenants and Restrictions Affecting Land recorded as Document No. 1536042, as amended by First Amendment to Easements with Covenants and Restrictions Affecting Land recorded as Document No. 1586682; and amended by the Second Amendment to Easements with Covenants and Restrictions recorded as Document Number 1740969; and amended by the Notice Statement Pursuant to Easements with Covenants and Restrictions Affecting Land recorded as Document No. 1740968.
9. Electric Transmission Line Easement granted to American Transmission Company LLC, a Wisconsin limited liability company, recorded as Document No. 1576850 and recorded as Document No. 1582607. (Affects Outlot 1)
10. Private rights of others, if any, in that portion of the subject premises that is considered private streets, to be used by the public. (Affects Parcel 3)
11. Terms, conditions and provisions relating to the use and maintenance of the easement described as Parcel 2, Parcel 3, Parcel 4, Parcel 5, and Parcel 6 of the subject premises.
12. Assignment of Leases and Rents from RCG-Somers, LLC, a Georgia limited liability company to State Bank and Trust Company dated December 30, 2014 and recorded January 9, 2015 as Document Number 1740791.
13. UCC Financing Statement by RCG-Somers, LLC, a Georgia limited liability company as Debtor and State Bank and Trust Company as the Secured Party, filed on January 9, 2014 as Document Number 1740792.

END

NBU Number: 21403130
Policy Number: KE-1645

ENDORSEMENT
ATTACHED TO POLICY NO. KE-1645
ISSUED BY
CHICAGO TITLE INSURANCE COMPANY

The Company insures against loss or damage sustained by the Insured by reason of:

1. The failure of Lots 4, 5, 7, 9, 10, 11, 12, 13, 14, 15, 16, 17 and 18, and Outlot 2, to be contiguous to that Road Easement described in Parcel 3 known as Market Lane; the failure of Lots 5, 16 and 17, and Outlots 3 and 4, to be contiguous to that Road Easement described in Parcel 3 known as Brumback Boulevard a/k/a Somers Boulevard; the failure of Lot 18, and Outlots 3 and 4, to be contiguous to that Road Easement described in Parcel 3 known as the private street easement of 35th Street; the failure of Lots 7 and 8 to be contiguous to Parcel 4; the failure of Lots 4 and 5 to be contiguous to Parcel 5; or the failure of Outlot 1 to be contiguous to Parcel 6; or
2. The presence of any gaps, strips, or gores separating any of the contiguous boundary lines described above.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

CHICAGO TITLE INSURANCE COMPANY

By: Brad Chvala
Authorized Signatory

ALTA Endorsement — Form 19-06
(Contiguity – Multiple Parcels – 6/17/06)

NBU Number: 21403130
Policy Number: KE-1645

ENDORSEMENT
ATTACHED TO POLICY NO. KE-1645
ISSUED BY
CHICAGO TITLE INSURANCE COMPANY

INDIRECT ACCESS AND ENTRY

The Company insures against loss or damage sustained by the Insured if, at Date of Policy (i) the easements identified as Parcel 3, Parcel 4, Parcel 5, and Parcel 6 in Schedule A does not provide that portion of the Land identified as Parcel 1 in Schedule A both actual vehicular and pedestrian access to and from 38th Street/C.T.H. "S", Green Bay Road/S.T.H. "31", and 31st Street (the "Street"), or (ii) the Street is not physically open and publicly maintained.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

CHICAGO TITLE INSURANCE COMPANY

By: Brad Chvala
Authorized Signatory

Indirect Access and Entry -- custom

NBU Number: 21403130
Policy Number: KE-1645

ENDORSEMENT
ATTACHED TO POLICY NO. KE-1645
ISSUED BY
CHICAGO TITLE INSURANCE COMPANY

The Company insures against loss or damage sustained by the Insured by reason of the failure of the Land as described in Schedule A to be the same as that identified on the survey made by McClure Engineering Associates, Inc. dated December 19, 2014, and designated Job Number 02-13-14-199.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

CHICAGO TITLE INSURANCE COMPANY

By: 
Authorized Signatory

ALTA Endorsement 25-06 (Same as Survey)
Adopted 10/16/08

NBU Number: 21403130
Policy Number: KE-1645

ENDORSEMENT
ATTACHED TO POLICY NO. KE-1645
ISSUED BY
CHICAGO TITLE INSURANCE COMPANY

1. The insurance provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.
2. For the purposes of this endorsement only, "Covenant" means a covenant, condition, limitation or restriction in a document or instrument in effect at Date of Policy.
3. The Company insures against loss or damage sustained by the Insured by reason of:
 - a. A violation on the Land at Date of Policy of an enforceable Covenant, unless an exception in Schedule B of the policy identifies the violation; or
 - b. A notice of a violation, recorded in the Public Records at Date of Policy, of an enforceable Covenant relating to environmental protection describing any part of the Land and referring to that Covenant, but only to the extent of the violation of the Covenant referred to in that notice, unless an exception in Schedule B of the policy identifies the notice of the violation.
4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:
 - a. any Covenant contained in an instrument creating a lease;
 - b. any Covenant relating to obligations of any type to perform maintenance, repair, or remediation on the Land; or
 - c. except as provided in Section 3.b, any Covenant relating to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

CHICAGO TITLE INSURANCE COMPANY

By: 

Authorized Signatory

ALTA Endorsement — Form 9.1-06
(Covenants, Conditions and Restrictions – Unimproved Land – Owner's Policy 4/2/12)

NBU Number: 21403130
Policy Number: KE-1645

ENDORSEMENT
ATTACHED TO POLICY NO. KE-1645
ISSUED BY
CHICAGO TITLE INSURANCE COMPANY

The Company insures against loss or damage sustained by the Insured by reason of:

1. Those portions of the Land identified below not being assessed for real estate taxes under the listed tax identification numbers or those tax identification numbers including any additional land:

Tax Key No's:	80-4-222-271-0304 (Lot 4)
	80-4-222-271-0305 (Lot 5)
	80-4-222-271-0307 (Lot 7)
	80-4-222-271-0308 (Lot 8)
	80-4-222-271-0309 (Lot 9)
	80-4-222-271-0310 (Lot 10)
	80-4-222-271-0311 (Lot 11)
	80-4-222-271-0312 (Lot 12)
	80-4-222-271-0313 (Lot 13)
	80-4-222-271-0314 (Lot 14)
	80-4-222-271-0315 (Lot 15)
	80-4-222-271-0316 (Lot 16)
	80-4-222-271-0317 (Lot 17)
	80-4-222-271-0318 (Lot 18)
	80-4-222-271-0321 (Outlot 1)
	80-4-222-271-0322 (Outlot 2)
	80-4-222-271-0323 (Outlot 3)
	80-4-222-271-0324 (Outlot 4)

2. The easements, if any, described in Schedule A being cut off or disturbed by the nonpayment of real estate taxes assessed against the servient estate.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

CHICAGO TITLE INSURANCE COMPANY

By: 

Authorized Signatory

ALTA Endorsement — Form 18.1-06
(Multiple Tax Parcel – 6/17/06)

NBU Number: 21403130
Policy Number: KE-1645

ENDORSEMENT
ATTACHED TO POLICY NO. KE-1645
ISSUED BY
CHICAGO TITLE INSURANCE COMPANY

The Company insures against loss or damage sustained by the Insured by reason of the failure of the Land to constitute a lawfully created parcel according to the subdivision statutes and local subdivision ordinances applicable to the Land.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

CHICAGO TITLE INSURANCE COMPANY

By: 
Authorized Signatory

ALTA Endorsement 26-06 (Subdivision)
Adopted 10/16/08

NBU Number: 21403130
Policy Number: KE-1645

ENDORSEMENT
ATTACHED TO POLICY NO. KE-1645
ISSUED BY
CHICAGO TITLE INSURANCE COMPANY

1. The Company insures against loss or damage sustained by the Insured in the event that, at Date of Policy,
 - a. According to applicable zoning ordinances and amendments, the Land is not classified zone B-4 (Planned Business District) and PUD – Planned Unit Development Overlay District (granted by Kenosha County Land Use Committee, March 14, 2007), as to Parcel 1 in Schedule A, and C-1 (Lowland Resource Conservancy District), as to part of Outlot 2;
 - b. The following use or uses are not allowed under that classification:

SEE ATTACHED USE TABLE

2. There shall be no liability under this endorsement based on
 - a. Lack of compliance with any conditions, restrictions, or requirements contained in the zoning ordinances and amendments, including but not limited to the failure to secure necessary consents or authorizations as a prerequisite to the use or uses. This paragraph 2.a. does not modify or limit the coverage provided in Covered Risk 5.
 - b. The invalidity of the zoning ordinances and amendments until after a final decree of a court of competent jurisdiction adjudicating the invalidity, the effect of which is to prohibit the use or uses.
 - c. The refusal of any person to purchase, lease or lend money on the estate or interest covered by this policy.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

CHICAGO TITLE INSURANCE COMPANY

By: 

Authorized Signatory

ALTA Endorsement — Form 3-06
(Zoning – Unimproved Land – 6/17/06)

NBU Number: 21403130
Policy Number: KE-1645



COUNTY OF KENOSHA

Department of Public Works & Development Services

Andy M. Buellier, Director
Division of Planning Operations
19600 75th Street, Suite 185-3
Bristol, WI 53104-9772
(262) 857-1895

November 19, 2014

FINE AND BLOCK ATTORNEYS
2060 MILPARAN ROAD, NW, SUITE 106
ATLANTA, GEORGIA 30327

RE: Zoning Determination Letter for Parcels #:

80-4-222-271-0304 (Lot 4)	80-4-222-271-0314 (Lot 14)
80-4-222-271-0305 (Lot 5)	80-4-222-271-0315 (Lot 15)
80-4-222-271-0307 (Lot 7)	80-4-222-271-0316 (Lot 16)
80-4-222-271-0308 (Lot 8)	80-4-222-271-0317 (Lot 17)
80-4-222-271-0309 (Lot 9)	80-4-222-271-0318 (Lot 18)
80-4-222-271-0310 (Lot 10)	80-4-222-271-0321 (Outlot 1)
80-4-222-271-0311 (Lot 11)	80-4-222-271-0322 (Outlot 2)
80-4-222-271-0312 (Lot 12)	80-4-222-271-0323 (Outlot 3)
80-4-222-271-0313 (Lot 13)	80-4-222-271-0324 (Outlot 4)

To Whom It May Concern:

In response to your letter request stamped received by the office of Planning and Development on November 13, 2014, requesting the zoning of the eighteen (18) aforementioned parcels located in Somers Market Center Subdivision, located in the northeast quarter of Section 27, Town 2 North, Range 22 East, Town of Somers, the following information is being provided.

The aforementioned parcels are all zoned B-4 (Planned Business District). In addition to being zoned B-4 parcel # 80-4-222-271-0322 (Outlot 2) is also partially zoned C-1 (Lowland Resource Conservancy District). Also let it be known that Somers Market Center Subdivision as a whole contains a PUD Planned Unit Development Overlay District zoning classification, granted by the Kenosha County Land Use Committee on Wednesday, March 14, 2007. A copy of the official Kenosha County Zoning Map and the zoning regulations have been included for your information.

This letter is not addressing factors such as sewer availability, soil conditions, the validity of any easement of record, etc... This is left up to the owner to research. The information contained in this letter is relevant to the current edition of the Kenosha County General Zoning and Shoreland/Floodplain Zoning Ordinance as of the date of this letter. Let it be known that the zoning ordinance may be amended from time to time and that no assurances are given that the statements made in this letter will be valid for any amount of time after the date of this letter.

NBU Number: 21403130
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If you have any questions you may contact this office, at (262) 857-1895, during regular weekday business hours.

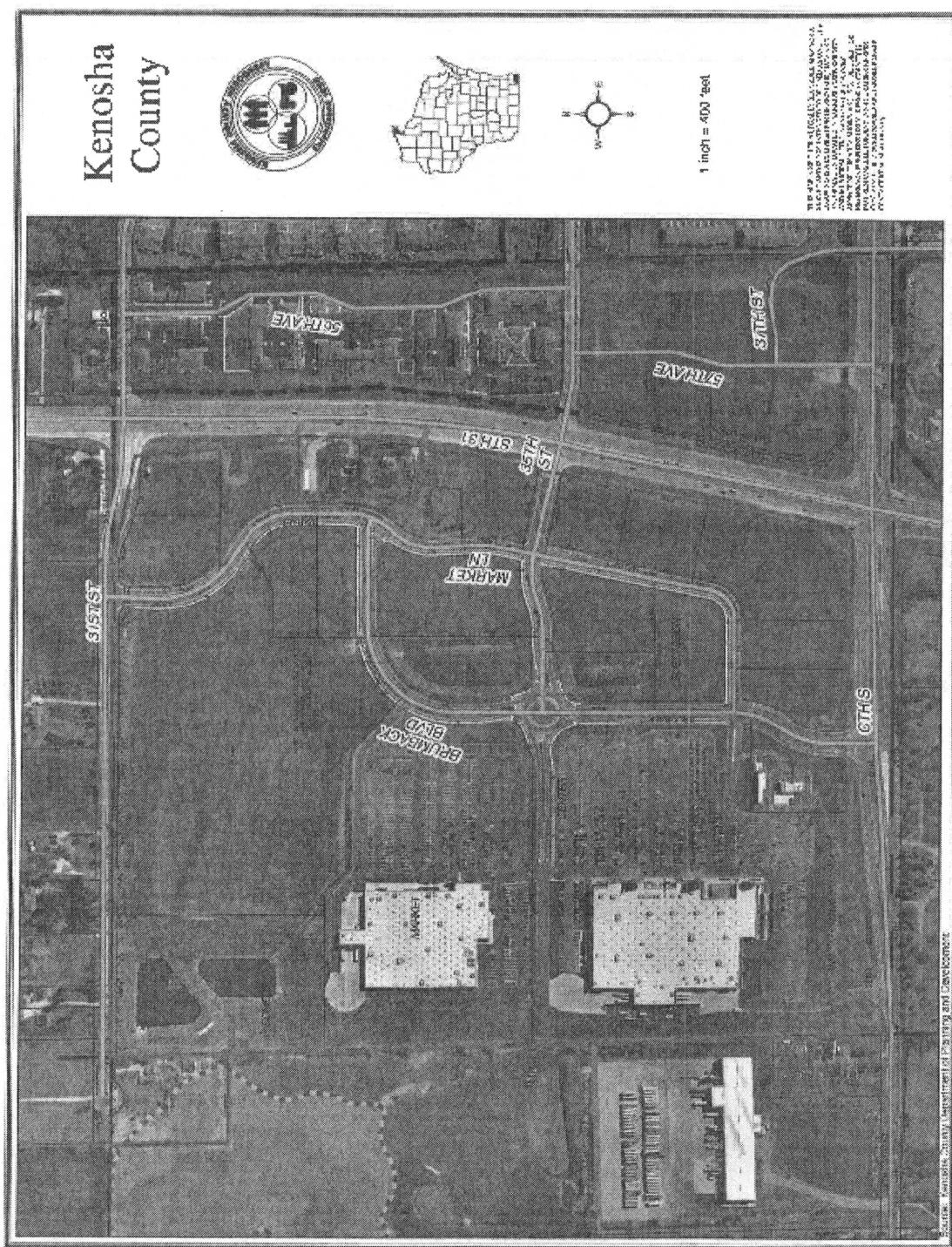
Sincerely,



Mark Meldgaard
Land Use Specialist

Enclosures

NBU Number: 21403130
Policy Number: KE-1645



12.22-4

B-4 PLANNED BUSINESS DISTRICT

(a) Primary Purpose and Characteristics

The B-4 Planned Business District is intended to provide for the orderly and attractive grouping at appropriate locations of retail stores, shops, offices, and customer service establishments in a "shopping center" or "mall" setting on a single parcel of land and intended to serve the larger community or regional area. The size and location of such districts shall be based upon evidence of justifiable community need, of adequate customer potential, of satisfactory relationship to the circulation system and other related facilities, and of potential contribution to the economic welfare of the community. All new structures and uses and changes or additions to existing structures and uses shall be in compliance with the site plan review requirements of this ordinance (See Section 12.08 2). (8/6/02)

It is recognized that it is neither possible nor practicable to list all of the principal and accessory uses that are compatible with those listed below and therefore, it is intended that the following list of principal and accessory uses only be illustrative. Any individual aggrieved by a failure to list a particular principal or accessory use in this subsection shall have the right to file a petition with the Kenosha County Office of Planning and Zoning Administration pursuant to section 12.35 of this ordinance for a determination as to the similarity of the intended use with the principal and accessory uses listed below.

(b) Principal Uses (8/6/02)

Any principal use allowed in the B-1 Neighborhood Business District, R-2 Community Business District or B-3 Highway Business District.

(c) Accessory Uses

- 1 Garages for storage of vehicles used in conjunction with the operation of the business
- 2 Off-street parking and loading areas

(d) Conditional Uses (see also section 12.29 8) (8/6/02)

- 1 Flea Markets
- 2 Gasoline service stations
- 3 Utility substations
- 4 Wind energy conversion systems

(e) Lot Area and Width

- 1 Groupings of shops and businesses in the B-4 Business District shall provide a minimum area of two (2) acres and a minimum frontage of 200 feet in width.
- 2 Individual shops within a grouping shall provide an area sufficient to accommodate the principal and all accessory structures, off-street parking and loading areas, the disposal of sanitary waste if a public sanitary sewage system is not available and the required yards.

(f) Building Height and Area

- 1 No building or parts of a building shall exceed 60 feet in height.
- 2 No maximum or minimum building area shall be required in the B-4 District due to the variety of uses within the District and the diverse building demands of each user.

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- (g) Yards
- 1 Street yard - not less than 65 feet from the right-of-way of all Federal, State Trunk or County Trunk highways; and not less than 30 feet from the right-of-way of all other roads. (8/6/02)
 - 2 Shore yard - not less than 75 feet from the ordinary high water mark of any navigable water. (11/5/86)
 - 3 Side yard - not closer than 45 feet to any other lot line.
 - 4 Rear yard - not closer than 45 feet to any other lot line
- (h) Authorized Sanitary Sewer System
- 1 Public sanitary sewer
 - 2 On-site sewage disposal absorption system
 - 3 Holding tanks on lots of record created prior to July 1, 1980

NBU Number: 21403130
Policy Number: KE-1645

G. **CONSERVANCY DISTRICTS**

12.25-1 C-1 LOWLAND RESOURCE CONSERVANCY DISTRICT (11/5/86)

(a) Primary Purpose and Characteristics

The C-1 Lowland Resource Conservancy District is intended to be used to prevent destruction of valuable natural or manmade resources and to protect water courses and marshes including the shorelands of navigable waters, and areas that are not naturally drained, or which are subject to periodic flooding, where development would result in hazards to health or safety or would deplete or destroy natural resources or be otherwise incompatible with public welfare.

(b) Designation of Lowland Conservancy Areas

For the purpose of determining which areas are to be located in the C-1 Lowland Resource Conservancy District, the Kenosha County Office of Planning and Zoning Administration shall develop district maps reflecting the best data available. The district delineation process shall make use of the Wisconsin Wetland Inventory Maps for Kenosha County, dated June 20, 1985, and stamped "FINAL"; and other maps used by the Southeastern Wisconsin Regional Planning Commission in delineating primary environmental corridors.

(c) Mapping Disputes in the C-1 District

Whenever it is alleged that a discrepancy exists between a Lowland Resource Conservancy District delineation and actual field conditions, the staff of the Kenosha County Office of Planning and Zoning Administration shall resolve the discrepancy in the following manner:

- 1 The Kenosha County Office of Planning and Zoning Administration staff shall request that the staff of the Wisconsin Department of Natural Resources make a field inspection of the disputed lot and stake the limits of the Lowland Resource Conservancy District.
- 2 The Kenosha County Office of Planning and Zoning Administration shall notify the property owner of the preliminary results of the field investigation. The property owner shall determine, within 30 days, whether he will pursue a final wetland determination on the property.
- 3 Should the property owner decide to pursue a final wetland determination, he shall have a plat of survey prepared by a Wisconsin Registered Land Surveyor. The plat of survey shall show all property lines, structures on the lot or parcel, and the location of the wetland boundary as staked in the field. The plat of survey shall be filed with the Kenosha County Office of Planning and Zoning Administration.
- 4 The Kenosha County Office of Planning and Zoning Administration shall institute the appropriate action to change the Zoning Map to conform to the plat of survey. No fee shall be required of the property owner for this action.

(d) Principal Uses.

- 1 The following uses provided they do not involve filling, flooding, draining, dredging, ditching, tiling, or excavation:
 - a Hiking, fishing, trapping, hunting, swimming, and boating, unless otherwise prohibited by law.
 - b The harvesting of wild crops, such as marsh hay, ferns, moss, wild rice, berries, tree fruits, and tree seeds, in a

- manner that is not injurious to the natural reproduction of such crops;
- c The pasturing of livestock;
 - d The cultivation of agricultural crops;
 - e The practice of silviculture, including the planting, thinning, and harvesting of timber; and
 - f The construction or maintenance of duck blinds.
- 2 The following uses which may involve filling, flooding, draining, dredging, ditching, tilling, and excavating but only to the extent specifically provided below:
- a Temporary water level stabilization measures necessary to alleviate abnormally wet or dry conditions that would have an adverse impact on agricultural activities if not corrected;
 - b The cultivation of cranberries including flooding, dike and dam construction or ditching necessary for the growing and harvesting of cranberries;
 - c The maintenance and repair of existing agricultural drainage systems including ditching, tilling, dredging, excavating and filling necessary to maintain the level of drainage required to continue the existing agricultural use. This includes the minimum filling necessary for disposal of dredged spoil adjacent to the drainage system provided that dredged spoil is placed on existing spoil banks where possible;
 - d The construction or maintenance of fences for the pasturing of livestock, including limited excavating and filling necessary for such construction or maintenance;
 - e The construction or maintenance of piers, docks or walkways built on pilings, including limited excavating and filling necessary for such construction and maintenance; and
 - f The maintenance, repair, replacement or reconstruction of existing town and county highways and bridges, including limited excavating and filling necessary for such maintenance, repair, replacement, or reconstruction.
- (e) Conditional Uses (see also section 12.29-B)
No conditional uses shall be permitted in the C-1 Lowland Resource Conservancy District except:
- 1 Roads necessary to conduct silvicultural and agricultural cultivation activities.
 - 2 Nonresidential buildings for wildlife management.
 - 3 Park and recreation areas.
 - 4 Railroad lines.
 - 5 Utilities.
 - 6 Wildlife ponds. (6/2/92)
- (f) Lot Area
Where a lot or parcel is located partially within a C-1 Lowland Resource Conservancy District and partially within an adjoining use district, that area of the lot or parcel in the C-1 District may not be used to meet the lot area requirement of the adjoining district where public sanitary sewerage facilities are available. Where public sanitary sewerage facilities are not available, the area of the lot or parcel in the C-1 District may be used to meet the lot area requirement provided that at least 40,000 square feet is provided outside the C-1 District. (8/6/02)

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- (g) **Structures**
No structure shall be permitted, except those permitted by conditional use grant, in the C-1 Lowland Resource Conservancy District. Furthermore, no on-site soil absorption sanitary sewage system, holding tank, or private well used to obtain water for ultimate human consumption shall be constructed in the C-1 Lowland Resource Conservancy District.
- (h) **Platting Subdivisions (8/6/02)**
When platting new subdivisions, every effort shall be made to contain lands zoned C-1 Lowland Resource Conservancy District in outlets to be owned and controlled by a community association.

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ENDORSEMENT
ATTACHED TO POLICY NO. KE-1645
ISSUED BY
CHICAGO TITLE INSURANCE COMPANY

The Company insures against loss or damage sustained by the Insured by reason of an environmental protection lien that, at Date of Policy, is recorded in the Public Records or filed in the records of the clerk of the United States district court for the district in which the Land is located, unless the environmental protection lien is set forth as an exception in Schedule B.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

CHICAGO TITLE INSURANCE COMPANY

By: 

Authorized Signatory

ALTA Endorsement 8.2-06 (Commercial Environmental Protection Lien)
Adopted 10/16/08

NBU Number: 21403130
Policy Number: KE-1645

ENDORSEMENT
ATTACHED TO POLICY NO. KE-1645
ISSUED BY
CHICAGO TITLE INSURANCE COMPANY

The policy is hereby amended by deleting Paragraph 14 of the Conditions, relating to Arbitration.

This endorsement is made a part of the policy and is subject to all the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

CHICAGO TITLE INSURANCE COMPANY

By: Brad Chwala
Authorized Signatory

Arbitration Endorsement

NBU Number: 21403130
Policy Number: KE-1645

FUTURE INSURANCE ENDORSEMENT

Attached to Policy No. KE-1645
Issued by
CHICAGO TITLE INSURANCE COMPANY

The Company agrees that if, within five years after the Date of Policy, application is made to increase the Amount of Insurance or to issue a new policy, it will issue additional title insurance policies, or increase the Amount of Insurance of this policy insuring such Title or interest as may then exist in the Insured or the Insured's designee. The Amount of Insurance to be issued will not exceed the amount of the mortgage to be placed on the Land or the fair market value of the Land at the date of the application.

In the event a claim has been made or is pending against the Company, or a defect in Title has been discovered, the Company shall not be required to issue insurance as to the defect discovered or resulting in said claim.

Upon receipt of the application to issue a subsequent policy or increase the Amount of Insurance of this policy, the Company will extend its examination of the Title to the then current date, and will then issue its policy or increase the Amount of Insurance of this policy, subject to such matters created, first appearing in the Public Records, or attaching subsequent to the effective date of this policy, or which have become Known to either the Insured or the Company.

The insurance to be issued shall be subject to underwriting practices, rules, regulations and rates in effect at the date the subsequent insurance coverage is issued. The Company shall not be obligated to issue additional insurance coverage which would exceed the amount of the usual reinsurance retention of the Company if, after the exercise of reasonable effort, the Company is unable to obtain reinsurance or coinsurance as may be required in order for it to issue the full amount of additional insurance for which application is made.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

CHICAGO TITLE INSURANCE COMPANY

By: 
Authorized Signatory

Future Insurance Endorsement

ENDORSEMENT -ALTA 39-06

POLICY AUTHENTICATION

Issued By:



CHICAGO TITLE INSURANCE COMPANY

Attached to Loan Policy Number:

KE-1645

Charge: \$0.00

When the policy is issued by the Company with a policy number and Date of Policy, the Company will not deny liability under the policy or any endorsements issued with the policy solely on the grounds that the policy or endorsements were issued electronically or lack signatures in accordance with the Conditions.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Chicago Title Insurance Company

Dated: January 9, 2015

Countersigned By:

A handwritten signature in cursive script that reads "Duane H Wunsch".

Authorized Officer or Agent

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(04/02/2013)

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ENDORSEMENT -ALTA 39-06

POLICY AUTHENTICATION

Issued By:



CHICAGO TITLE INSURANCE COMPANY

Attached to Owner's Policy Number:

KE-1645

Charge: \$0.00

When the policy is issued by the Company with a policy number and Date of Policy, the Company will not deny liability under the policy or any endorsements issued with the policy solely on the grounds that the policy or endorsements were issued electronically or lack signatures in accordance with the Conditions.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Chicago Title Insurance Company

Dated: January 9, 2015

Countersigned By:

A handwritten signature in cursive script that reads "Duane H Wunsch".

Authorized Officer or Agent

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ALTA 39-06 - Policy Authentication

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