



REDEVELOPMENT AUTHORITY

Agenda

****SPECIAL MEETING****

Monday, September 21, 2015 at 4:45 pm

Municipal Building

625 52nd Street - Room 308 - Kenosha, WI 53140

Katherine Marks - Chairperson, Alderperson Bob Johnson - Vice-Chairperson
Everett Butler, Eric Migrin, John Potente, Doug Williams

Call to Order and Roll Call

Approval of Minutes from May 19, 2015

1. Agreement by and between Kenosha Newco Capital, LLC, f/k/a UBC Kenosha, LLC and the City of Kenosha, Wisconsin and the Redevelopment Authority of the City of Kenosha, Wisconsin (District 3) PUBLIC HEARING

Public Comments

Commissioner Comments

Staff Comments

Adjournment

*If you are disabled in need of assistance, please call 262.653.4030 at least 72 hours before this meeting.
Notice is hereby given that a majority of the members of the Common Council may be present at the meeting.
Although this may constitute a quorum of the Common Council, the Council will not take any action at this meeting.*

REDEVELOPMENT AUTHORITY OF THE CITY OF KENOSHA
Minutes
May 19, 2015

MEMBERS PRESENT: Katherine Marks, Alderperson Bob Johnson, John Potente and Doug Williams

EXCUSED: Everett Butler and Eric Migrin

STAFF PRESENT: Zohrab Khaligian

The meeting was called to order at 5:00 p.m. by Ms. Marks and roll was taken.

A motion was made by Alderperson Johnson and seconded by Mr. Potente to approve the minutes of the April 21, 2015 meeting. The motion passed. (Ayes 4; Noes 0)

1. Financial Report for April 30, 2015

The updated Financial Report was distributed to the Authority.

A motion was made by Alderperson Johnson and seconded by Mr. Potente to receive and file the Financial Report. The motion passed. (Ayes 4, Noes 0)

2. Lease by and between the Redevelopment Authority of the City of Kenosha, Wisconsin and Armando De La Rosa regarding property at 5143 13th Avenue. (District 2) PUBLIC HEARING

Public hearing opened.

Armando De La Rosa, 5147 13th Avenue, said that he would like to lease the property to the north to install a driveway to park his vehicles and he has 7-8 feet of land behind this house that he would like to fill in with dirt to level his property. Can this be done?

Public hearing closed.

Mr. Khaligian said the property behind the house is owned by Kenosha County and he would need to contact them.

Mr. Potente said you understand you must install a paved driveway at your expense. Mr. De La Rosa said yes, within 180 days, can I get an extension on that? Mr. Khaligian said we must have two things before you can lease this property: 1) a signed lease and 2) per Ordinance, the surface must be paved before any vehicles are parked on it.

Ms. Marks said you will have 180 days, or 6 months to get the area paved. That brings us to November. Ms. Marks is not in favor of extending the time deadline.

Mr. De La Rosa asked if the paved area could be 20' x 20' for now. Mr. Khaligian said that would be ok as long as the vehicle is on the concrete.

Mr. De La Rosa then confirmed that the only way the contract will be breached by the City is if the City sells the land or purchases our home. Mr. Khaligian said yes, we would give Fair Market Value for the house only. Ms. Marks added that the City will not reimburse you for the cost of the driveway you installed.

Mr. Potente asked how big how big is the food truck. Mr. De La Rosa said approximately 8' x 20'. The back of the truck would hang over the slab.

Mr. De La Rosa asked if he will have to pay the real estate taxes. Mr. Khaligian said no, we own the property and so we would pay the taxes.

Ms. Marks asked the cost of the driveway. Mr. De La Rosa said he has quotes for a 20' x 8' sidewalk runs between \$3,500 and \$7,800. Mr. Khaligian added the truck cannot be parked there until the area is paved.

Mr. Williams asked if he has proof of coverage from his insurance company. Mr. De La Rosa said he is waiting for the confirmation, but the company said it is no problem. Mr. Khaligian said the City cannot sign the lease until the get the Proof of Insurance.

Ms. Marks said she would like a shorter lease than 25 years, she suggested a 5 year lease with 5 year extensions. Mr. De La Rosa said that is acceptable.

A motion was made by Mr. Potente and seconded by Mr. Williams to approve the lease with a term of 5 years and renewals every 5 years. The motion passed. (Ayes 4, Noes 0)

Ms. Marks if the period to install the driveway should be extended to 1 year. Mr. Khaligian said if he is having problems after 180 days, he should come back before the Authority to give the reasons why it is not completed. Mr. De La Rosa cannot use or park on the property until it is paved. Mr. Khaligian said he would contact Mr. De La Rosa in 90 days to discuss the status of the paving and report back to the Authority.

Public Comments

No Public comments.

Authority Comments

No Authority comments.

Staff Comments

Mr. Khaligian said we have the new asbestos company under contract and working to complete the raze at 4828 37th Avenue.

A motion was made by Mr. Williams and seconded by Alderperson Johnson to adjourn the meeting. The motion passed. (Ayes 4; Noes 0) The meeting adjourned at 5:25 p.m.

Meeting Minutes Prepared by: Kay Schueffner, Community Development & Inspections



REDEVELOPMENT AUTHORITY
Staff Report - Item 1

****SPECIAL MEETING****

Monday, September 21, 2015 at 4:45 pm

Municipal Building

625 52nd Street - Room 308 - Kenosha, WI 53140

Agreement by and between Kenosha Newco Capital, LLC, f/k/a UBC Kenosha, LLC and the City of Kenosha, Wisconsin and the Redevelopment Authority of the City of Kenosha, Wisconsin (District 3)
PUBLIC HEARING

NOTIFICATIONS AND APPROVAL REQUIREMENTS:

Aldersperson Michalski, District 3, has been notified. This item will also be reviewed by the Finance Committee before Final approval by the Common Council.

LOCATION AND ANALYSIS:

Site: 1805 63rd Street and 1919 63rd Street

1. See attached documents..

RECOMMENDATION:

A recommendation is made to approve the attached Agreement.

Zohrab Khargian, Community Dev Specialist

/u2/acct/cp/clears/TRACK/2015/Sep21/Staff-agree-NewcoCap.doc

Jeffrey E. Lapahr, Director



TO: Mayor Bosman
Members of the Common Council
Finance Committee

FROM: A. Zohrab Khaligian, Community Development Specialist *AZK*

RE: **Agreement by and between Kenosha Newco Capital, LLC, f/k/a UBC Kenosha, LLC and the City of Kenosha, Wisconsin and the Redevelopment Authority of the City of Kenosha, Wisconsin (District 3)**

DATE: September 21, 2015

This Agreement is to Terminate the Coordination for Remediation as to Particular Parcels by and between Kenosha Newco Capital, LLC, the City of Kenosha and the Redevelopment Authority of the City of Kenosha (RACK). This is for Lot 1, a vacant outlot and Lot 6, a vacant foundation. Previous Agreements were executed for Lot 3 (TCF Bank), Lot 4 (Subway) and Lot 5 (Pic N Save).

As stated in the attached Agreement, the City of Kenosha and RACK entered into a Contract of Purchase and Sale and Development Agreement on February 17, 2005 with Professional Realty and Development Corporation (PRDC) to develop the Uptown Brass Center within the area between 63rd Street, 18th Avenue, 65th Street and 20th Avenue. Included in the Agreement was a requirement to remediate the site in accordance with a Wisconsin Department of Natural Resources (WDNR) approved remedial action plan.

Also, stated in the Agreement, the City, RACK and developer executed and recorded subsequent documents to complement the original contract. This included two (2) Assignment and Assumption Agreements when the Center's ownership changed. The first assignment was to the Uptown Brass Development LLC, which was a partnership between PRDC and the Kilduff Company. The second assignment was to Kenosha Newco Capital, LLC, the current owners.

Attached is the Final Case Closure letter with Continuing Obligations issued by the WDNR dated September 10, 2014. This letter serves as evidence that Kenosha Newco Capital, LLC has complied with the remediation of the entire Center.

Please contact me at 262.653.4041 or via email at zkhaligian@kenosha.org if you have any questions.

AZK:kas
Attachments

AGREEMENT

By And Between

KENOSHA NEWCO CAPITAL, LLC
f/k/a UBC KENOSHA, LLC
A Wisconsin Limited Liability Company

And

THE CITY OF KENOSHA, WISCONSIN
A Wisconsin Municipal Corporation

And

THE REDEVELOPMENT AUTHORITY OF THE CITY OF KENOSHA, WISCONSIN
A Wisconsin Redevelopment Authority

RECITALS

WHEREAS, Outokumpu Copper Kenosha, Inc., Atlantic Richfield Company, CITY, and TRC Companies, Inc., a Delaware corporation ("TRC") Entered into the Exit Strategy Contract dated March 28, 2002 ("**Exit Strategy Contract**"), a copy of which is on file in the Office of the Clerk of the City;

WHEREAS, Professional Realty and Development Corporation ("PRDC"), CITY, and AUTHORITY entered into the Contract of Purchase and Sale and Development Agreement dated effective February 17, 2005, as amended by the Amendment to Contract of Purchase and Sale and Development Agreement, dated September 20, 2010, and recorded with the Office of the Register of Deeds of Kenosha County, Wisconsin as Document No. 1628103, and as further amended by a Second Amendment to Contract of Purchase and Sale and Development Agreement, dated November 14, 2012, and recorded with the Office of the Register of Deeds of Kenosha County, Wisconsin as Document No. 1688258 (collectively, the "**Developer's Agreement**"). The Developer's Agreement is evidenced by a Memorandum of Right to Repurchase and Other Rights between PRDC, CITY and AUTHORITY, dated September 29, 2005, and recorded with the Office of the Register of Deeds of Kenosha County, Wisconsin as Document No. 1452833. The Memorandum of Right to Repurchase and Other Rights provides that the rights referred therein may be terminated by an agreement between the CITY and then current owners; and

WHEREAS, PRDC, CITY and TRC entered into the Contract for Coordination of Remediation, dated March 11, 2005 ("**Remediation Contract**") as evidenced by a Memorandum of Contract for Coordination of Remediation between PRDC, CITY and TRC, dated September 29, 2005, and recorded with the Office of the Register of Deeds of Kenosha County, Wisconsin as Document No. 1452831. The Memorandum of Contract for the Coordination of Remediation provides that it may be terminated by an agreement of the CITY and the then current owners; and

WHEREAS, PRDC and CITY entered into an Assignment and Assumption Agreement, dated September 29, 2005, and recorded with the Office of the Register of Deeds of Kenosha County,

Wisconsin as Document No. 1452834 ("First Assignment") under which CITY assigned and PRDC assumed all obligations of CITY under the Exit Strategy Contract and Remediation Contract which relates to the Initial Parcels (as defined by the First Assignment) only; and

WHEREAS, PRDC, Uptown Brass Development, LLC, a Wisconsin limited liability company ("Uptown") and CITY entered into an Assignment and Assumption Agreement and Amendment to Development Agreement, dated September 29, 2005, and recorded with the Office of the Register of Deeds of Kenosha County, Wisconsin as Document No. 1452837 ("Uptown Assignment") under which PRDC assigned and Uptown assumed all of PRDC's right, title and interest in, to and under the Developer's Agreement, the Exit Strategy Contract and the Remediation Contract which relate to the Initial Parcels (as defined by the Uptown Assignment) only; and

WHEREAS, Uptown and KNC entered into an Assignment and Assumption Agreement, dated November 13, 2012, and recorded with the Office of the Register of Deeds of Kenosha County, Wisconsin as Document No. 1688259 under which Uptown assigned and KNC assumed all of PRDC's right, title and interest in, to and under the Developer's Agreement, the Exit Strategy Contract, and the Remediation Contract ("Assignment Agreement").

WHEREAS, on September 10, 2014, the Wisconsin Department of Natural Resources provided a Final Closure with Continuing Obligations letter for the Properties described in Exhibits A1 and A2 attached hereto and incorporated herein.

In consideration of the mutual covenants contained herein and all other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned do hereby agree as set forth below:

1. **Termination of Obligations Pursuant to Remediation Contract.** The obligations of KNC as provided in the Remediation Contract are terminated. The parties hereto acknowledge and agree that the termination provided in this Agreement is limited solely to the Properties described in and referred to in Exhibits A1 (Lot 6 of Certified Survey Map No. 2752) and A2 (Lot 1 of Certified Survey Map No. 2464).

2. **Effective Date.** The Effective Date of this Agreement shall be the date of last execution by a party hereto.

3. **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

4. **Binding Effect.** The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, representatives, successors and assigns.

5. **Headings.** The paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

6. **Law Governing.** The interpretation of this Agreement will be governed by and construed and enforced in accordance with the laws of the State of Wisconsin.

7. **Severability.** If any of the terms or provisions contained herein shall be declared to be invalid or

unenforceable by a court of competent jurisdiction, then the remaining provisions and terms of this Offer shall not be affected thereby and shall remain in full force and effect and shall be valid and enforceable to the fullest extent permitted by law.

8. Representation of Authority to Enter into Agreement. Each of the undersigned hereby represents and warrants that: (a) such party has all requisite power and authority to execute this Agreement; (b) the execution and delivery of this Agreement by the undersigned, and the performance of its terms thereby have been duly and validly authorized and approved by all requisite action required by law; and (c) this Agreement constitutes the valid and binding agreement of the undersigned, enforceable against each of them in accordance with the terms of the Agreement.

Signature Pages Follow

THE REDEVELOPMENT AUTHORITY OF
THE CITY OF KENOSHA, WISCONSIN,
A Wisconsin Redevelopment Authority

BY: _____
KATHERINE MARKS, Chairperson
Date: _____

BY: _____
JEFF LABAHN, Secretary
Date: _____

STATE OF WISCONSIN)
 :SS.
COUNTY OF KENOSHA)

Personally came before me this ____ day of _____, 2015, KATHERINE MARKS, Chairperson, and JEFF LABAHN, Secretary, of THE REDEVELOPMENT AUTHORITY OF THE CITY OF KENOSHA, WISCONSIN, a Wisconsin redevelopment authority, to me known to be such Chairperson and Secretary of said Authority and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said Authority, by its authority.

Notary Public, Kenosha County, WI.
My Commission expires/is: _____

Drafted By:
WILLIAM K. RICHARDSON
Assistant City Attorney

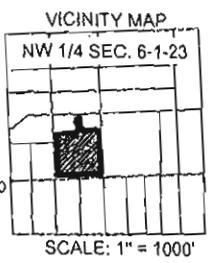
EXHIBIT A-1

Property Legal Description

Lot 6 of Certified Survey Map No. 2752, recorded in the office of the Register of Deeds for Kenosha County, Wisconsin, on June 9, 2014, as Document No. 1727990, being a redivision of Lot 2 of Certified Survey Map No. 2464, in part of the Northwest 1/4 and Southwest 1/4 of the Northwest 1/4 of Section 6, Township 1 North, Range 23 East, in the City of Kenosha, County of Kenosha, State of Wisconsin.

CERTIFIED SURVEY MAP NO. 2752

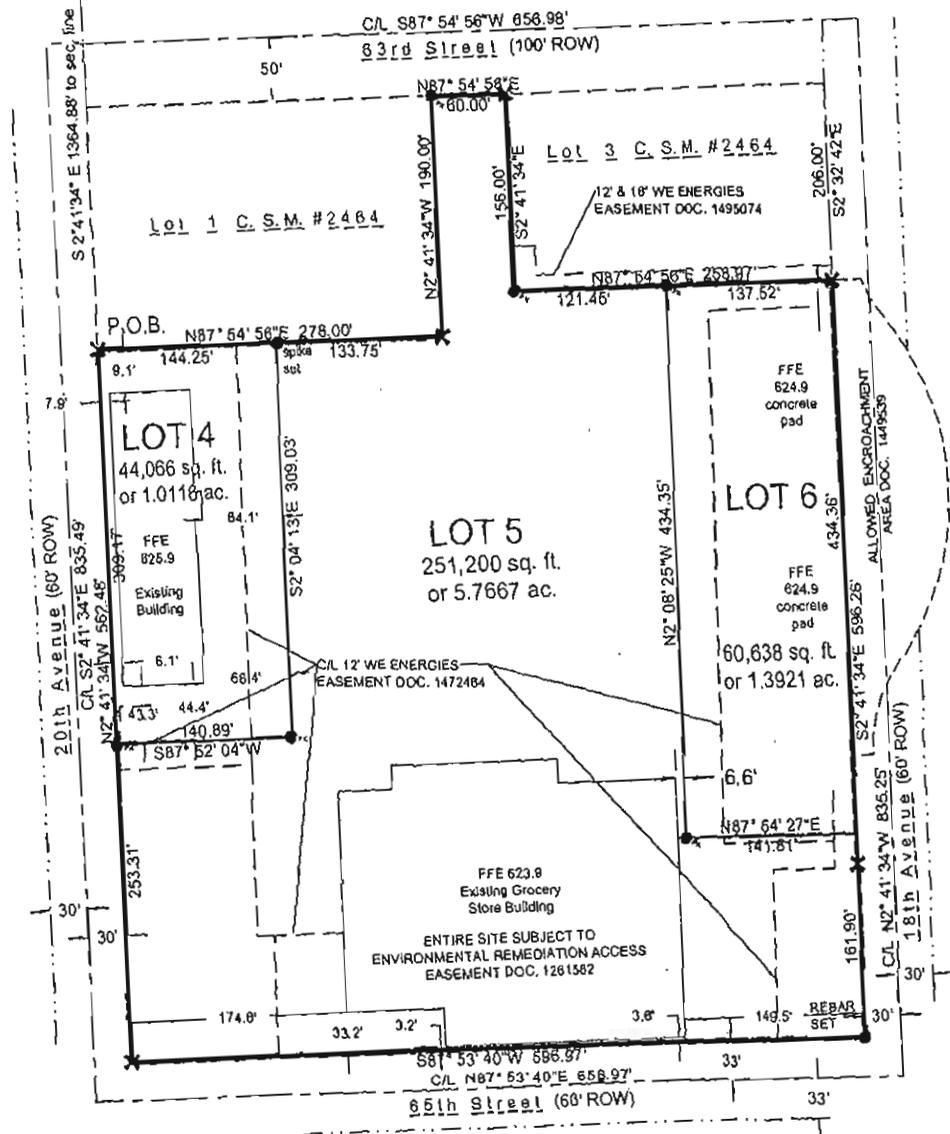
BEING A REDIVISION OF LOT 2 OF CERTIFIED SURVEY MAP NO. 2464, IN PART OF THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWN 1 NORTH, RANGE 23 EAST, IN THE CITY OF KENOSHA, COUNTY OF KENOSHA, STATE OF WISCONSIN.



N 87°54'17" E 640.22'
N 87°54'17" E 2644.46' (total)
NW COR
NW 1/4
SEC. 6-1-23
N 219199.94
E 2582897.38

NE COR
NW 1/4
SEC. 6-1-23
N 219288.82
E 2585540.10

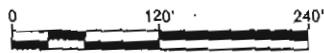
Owner/Subdivider:
Kenosha Newco Capital LLC
c/o Wangard Advisors
1200 N. Mayfair Road, Suite 310
Milwaukee, WI 53226



LEGEND & NOTES:

- Set 3/4" diam. rebar, 18" long weighing 1.50 lbs./lin. ft.
- ✕ Set chiseled cross in concrete
- Set P. K. nail in asphalt

GRAPHIC SCALE



Coordinates & bearings referenced the Wisconsin State Plane Coordinate System with the north line of the NW 1/4 of Sec. 6-1-23, assumed to bear N 87°54'17" E, as published by SEWRPC, NAD 1927.

Property falls within FEMA Panel 55059C0203D, which contains no special flood hazard areas.

Zoning specifications in respect to building heights and setbacks can be found in Ch. 3 of the City of Kenosha Zoning Ordinance.



CERTIFIED SURVEY MAP NO. _____

BEING A REDIVISION OF LOT 2 OF CERTIFIED SURVEY MAP NO. 2464, IN PART OF THE NORTHWEST $\frac{1}{4}$ AND SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 6, TOWN 1 NORTH, RANGE 23 EAST, IN THE CITY OF KENOSHA, COUNTY OF KENOSHA, STATE OF WISCONSIN.

SURVEYOR'S CERTIFICATE

(STATE OF WISCONSIN)

);SS

(MILWAUKEE COUNTY)

I, BAIBA M. ROZITE, a Registered Land Surveyor, hereby certify:

That I have surveyed, divided and mapped all of Lot 2 of Certified Survey Map No. 2464, in part of the Northwest $\frac{1}{4}$ and Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 6, Town 1 North, Range 23 East, in the City of Kenosha, County of Kenosha, State of Wisconsin; bounded and described as follows:

Commencing at the Northwest corner of the Northwest $\frac{1}{4}$ of said Section 6; Thence North $87^{\circ}54'17''$ East, 640.22 feet along the North line of said quarter section; Thence South $2^{\circ}41'34''$ East, 1364.88 feet to the Point of Beginning of this description; Thence North $87^{\circ}54'56''$ East, 278.00 feet along the South line of Lot 1 of Certified Survey Map No. 2464; Thence North $2^{\circ}41'34''$ West, 190.00 feet along the East line of said Lot 1; Thence North $87^{\circ}54'56''$ East, 60.00 feet along the South line of 63rd Street; Thence South $2^{\circ}41'34''$ East, 156.00 feet along the West line of Lot 3 of Certified Survey Map No. 2464; Thence North $87^{\circ}54'56''$ East, 258.97 feet along the South line of said Lot 3; Thence South $2^{\circ}41'34''$ East, 596.26 feet along the West line of 18th Avenue; Thence South $87^{\circ}53'40''$ West, 596.97 feet along the North line of 65th Street; Thence North $2^{\circ}41'34''$ West, 562.48 feet along the East line of 20th Avenue to the Point of Beginning.

Said parcel contains a total of 355,904 square feet, or 8.170 acres of land, more or less.

THAT I have made the survey, land division, and map by the direction of the owner of said land.

THAT the map is a correct representation of all exterior boundaries of the land surveyed and the land division thereof made.

THAT I have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statutes and City of Kenosha Ordinances in surveying, dividing and mapping the same.

 3-24-14 (SEAL)

Baiba M. Rozite, Registered Wisconsin
Land Surveyor S-2351
Sigma Environmental
1300 W. Canal Street
Milwaukee, WI 53233



CERTIFIED SURVEY MAP NO. _____

BEING A REDIVISION OF LOT 2 OF CERTIFIED SURVEY MAP NO. 2464, IN PART OF THE NORTHWEST ¼ AND SOUTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 6, TOWN 1 NORTH, RANGE 23 EAST, IN THE CITY OF KENOSHA, COUNTY OF KENOSHA, STATE OF WISCONSIN.

OWNER'S CERTIFICATE OF DEDICATION

KENOSHA NEWCO CAPITAL, LLC, as owner, does hereby certify that said owner caused the land described on this map to be surveyed, divided, dedicated and mapped as represented on this map. KENOSHA NEWCO CAPITAL, LLC, as owner, does further certify that this map is required by s. 236.10 or 236.12 to be submitted to the following for approval or objection: CITY OF KENOSHA

WITNESS the hand and seal of said owner this 28 day of May, 2014.

By: KENOSHA NEWCO CAPITAL, LLC

Stewart M. Wargatz
signature

Stewart M. Wargatz
printed name

STATE OF WISCONSIN)

:SS

Milwaukee COUNTY)

PERSONALLY came before me this 28 day of May, 2014, Stewart M. Wargatz, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Leah Blanks
Signature Notary Public, State of Wisconsin

Leah Blankenship
Notary, printed name

My Commission Expires 3/13/16



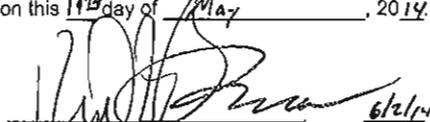
CERTIFIED SURVEY MAP NO. _____

BEING A REDIVISION OF LOT 2 OF CERTIFIED SURVEY MAP NO. 2464, IN PART OF THE NORTHWEST $\frac{1}{4}$ AND SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 6, TOWN 1 NORTH, RANGE 23 EAST, IN THE CITY OF KENOSHA, COUNTY OF KENOSHA, STATE OF WISCONSIN.

CITY OF KENOSHA COMMON COUNCIL APPROVAL

This Certified Survey Map, being a redivision of Lot 2 of Certified Survey Map No. 2464, in part of the Northwest $\frac{1}{4}$ and Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 6, Town 1 North, Range 23 East, in the City of Kenosha, County of Kenosha, State of Wisconsin, is hereby accepted by the Common Council of the City of Kenosha.

on this 19th day of May, 2014.


Keith G. Bosman
Mayor

6/2/14
Date


Deb Salas
Clerk/Treasurer

6/2/14
Date

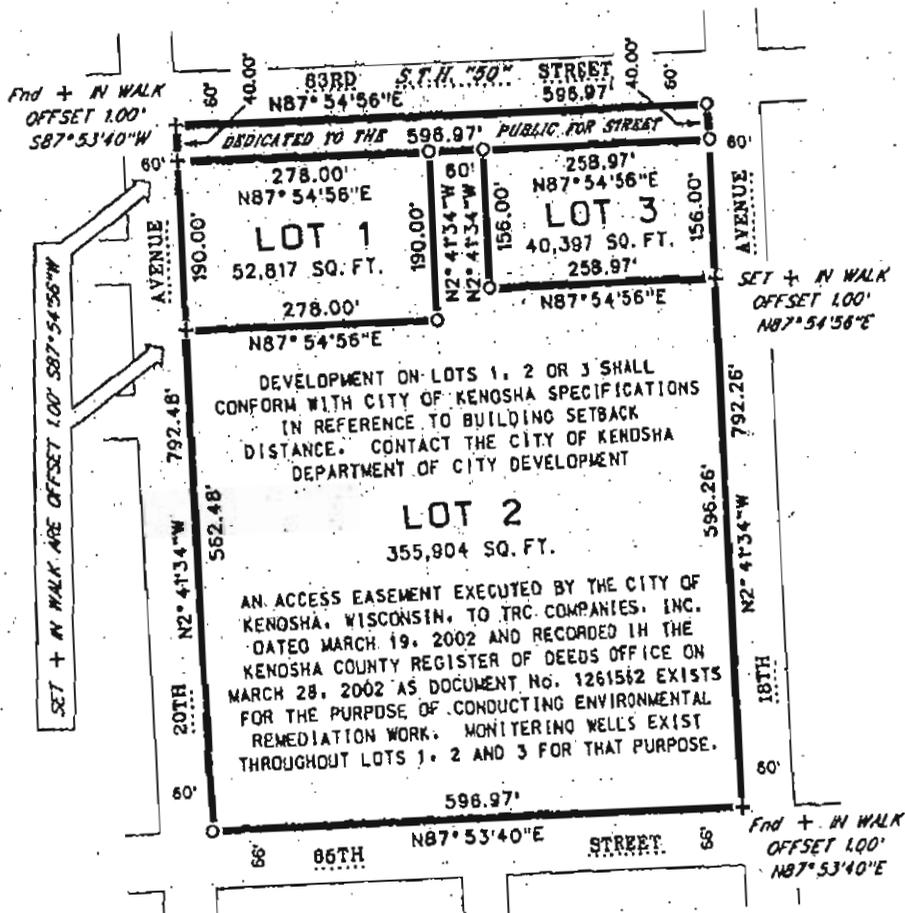


EXHIBIT A-2

Property Legal Description

Lot 1 of Certified Survey Map No. 2464, recorded in the office of the Register of Deeds for Kenosha County, Wisconsin, on March 11, 2005, as Document No. 1424976, being a redivision of all of Lots 1, 2, 3 and 4 in Block 25 of Bond's Subdivision, and being a part of the Northwest 1/4 of Section 6, Town 1 North, Range 23 East of the Fourth Principal Meridian, in the City of Kenosha, County of Kenosha,

CERTIFIED SURVEY MAP No. 2464



NOTE

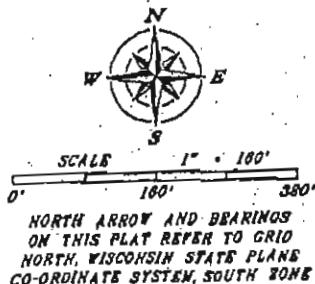
NO DEVELOPMENT SHALL TAKE PLACE ON LOTS 1, 2 OR 3 UNTIL A STORMWATER DRAINAGE PLAN IS SUBMITTED TO, AND APPROVED BY, THE CITY OF KENOSHA DEPARTMENTS OF CITY DEVELOPMENT AND PUBLIC WORKS - ENGINEERING

LEGEND

- ⊙ DENOTES WISCONSIN STATE PLANE CO-ORDINATE SYSTEM MONUMENT
 - + DENOTES CROSSCUT IN CONCRETE SURFACE
 - DENOTES SET P.K. NAIL IN ASPHALTIC SURFACE
 - DENOTES 1 1/4" O.D. x 18" IRON PIPE, WEIGHT 1.33 LBS/LIN. FT.
 - Fnd DENOTES FOUND MONUMENT
- | MONUMENTS CALLED OUT AS "Fnd" WERE SET PREVIOUSLY FOR JAN. 15, 2004 SURVEY BY THIS OFFICE |

ADDITIONAL INFORMATION

SEE JAN. 15, 2004 PLAT OF SURVEY BY THIS OFFICE FOR LIST OF REFERENCE SURVEYS USED
 SEE ALSO JAN. 30, 2004 (REV. 3-15-04) ALTA/ACSM LAND TITLE SURVEY BY THIS OFFICE FOR ADDITIONAL INFORMATION



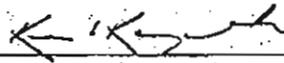
KENNETH L. KANYUH JANUARY 5, 2005
 WI. REGISTERED LAND SURVEYOR No. S-2189
 CITY OF KENOSHA PUBLIC WORKS DEPARTMENT
 ENGINEERING DIVISION PHONE 262-653-4050

CERTIFIED SURVEY MAP No. 2464

I, Kenneth L. Kanyuh, a registered land surveyor, do hereby certify that I have surveyed, divided and mapped all of Lots 1, 2, 3 and 4 in Block 25 of Bond's Subdivision, a recorded subdivision with the Kenosha County Register of Deeds Office, said Block being in the Northwest Quarter of Section 6, Town 1 North, Range 23 East of the Fourth Principal Meridian in the City of Kenosha, Kenosha County, Wisconsin, the exterior boundaries of which are described as follows: Commencing at the northwest corner of said Quarter Section; thence North 87° 54' 17" East along the north line of said Quarter Section, 2,276.78 feet; thence South 2° 41' 34" East, 1,135.18 feet to the northeast corner of Block 25 of said subdivision; thence South 87° 54' 58" West along the present south line of 83rd Street, 1,039.80 feet to the northeast corner of Block 25 of said subdivision and the point of beginning; thence South 2° 41' 34" East along the west line of 18th Avenue, 792.28 feet to the north line of 85th Street; thence South 87° 53' 40" West along said north line, 698.97 feet to the east line of 20th Avenue; thence North 2° 41' 34" West along said east line, 792.48 feet to the south line of 83rd Street, also known as State Trunk Highway "60"; thence North 87° 54' 58" East along said south line, 698.97 feet to the northeast corner of said Block 25 and the point of beginning. This description containing 472,998 square feet or 10.858 acres of land, more or less.

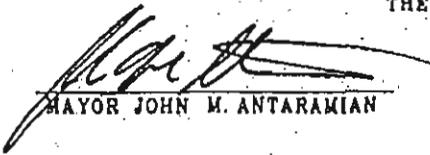
That I have complied with the provisions of Chapter 236.34 of the State Statutes on certified surveys and the subdivision regulation of the City of Kenosha. Dated this 5th day of January, 2005

KENNETH L. KANYUH
WI. REGISTERED LAND
SURVEYOR No. S-2189

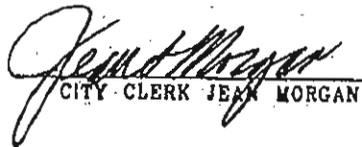


AS OWNER, The City of Kenosha, Inc., a municipal body corporate, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, does hereby certify that said corporation has caused the lands described on this plat to be surveyed, divided and mapped as represented on this plat. This plat is required by s.236.10 or 236.12 to be submitted to the Common Council of the City of Kenosha for approval or objection.

THE CITY OF KENOSHA, INC.



MAYOR JOHN M. ANTARAMIAN



CITY CLERK JEAN MORGAN

STATE OF WISCONSIN
KENOSHA COUNTY S.S.

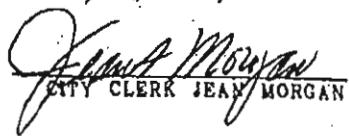
Personally came before me this _____ day of _____, 2005 the above named John M. Antaramian and Jean Morgan, to me known to be the person(s) who executed the foregoing instrument and acknowledge the same.

My Commission Expires _____ NOTARY PUBLIC _____

Resolved that this Certified Survey Map has been submitted to and approved by the Common Council of the City of Kenosha on this 7th day of February, 2005.



MAYOR JOHN M. ANTARAMIAN



CITY CLERK JEAN MORGAN



September 10, 2014

Kenosha Newco Capital
Stewart Wangard
1200 N Mayfair Rd Ste 220
Milwaukee WI 53226

KEEP THIS DOCUMENT WITH YOUR PROPERTY RECORDS

SUBJECT: Final Case Closure with Continuing Obligations
Outokumpu Copper Kenosha Former – West Side, Kenosha WI
1901-1919 63rd Street, Kenosha, WI
DNR BRRTS Activity #: 02-30-561839
FID #: 230209320

Dear Mr. Wangard:

The Department of Natural Resources (DNR) considers Outokumpu Copper Kenosha Former – West Side closed, with continuing obligations. No further investigation or remediation is required at this time. However, you, future property owners, and occupants of the property must comply with the continuing obligations as explained in the conditions of closure in this letter. Please read over this letter closely to ensure that you comply with all conditions and other on-going requirements. Provide this letter and any attachments listed at the end of this letter to anyone who purchases, rents or leases this property from you. For residential property transactions, you may be required to make disclosures under s. 709.02, Wis. Stats.

This final closure decision is based on the correspondence and data provided, and is issued under chs. NR 726 and 727, Wis. Adm. Code. The Southeast Region Remediation and Redevelopment Program Closure Committee reviewed the request for closure on August 7, 2014. The Closure Committee reviews environmental remediation cases for compliance with state laws and standards to maintain consistency in the closure of these cases.

This site is the west side of a former brass foundry and manufacturing plant that operated from 1886 to 1999. The site is currently bound between 63rd and 65th Streets and 18th and 20th Avenues in the City of Kenosha. The industrial facility was demolished in 2006 for redevelopment. Environmental responses to polynuclear aromatic hydrocarbons (PAH), metals, petroleum volatile organic compounds (PVOC), and chlorinated volatile organic compounds (CVOC) contamination included excavations, capping, and vapor intrusion mitigation systems. The conditions of closure and continuing obligations required were based on the property being used for commercial and institutionally held mixed commercial/residential purposes.

Continuing Obligations

The continuing obligations for this site are summarized below. Further details on actions required are found in the section Closure Conditions.

- Groundwater contamination is present above ch. NR 140, Wis. Adm. Code enforcement standards.
- Residual soil contamination exists that must be properly managed should it be excavated or removed.
- One or more monitoring wells were not located and must be properly filled and sealed if found.
- Pavement, buildings, and soil cover must be maintained over contaminated soil and the DNR must approve any changes to this barrier.
- If a structural impediment that obstructed a complete site investigation or cleanup is removed or modified, additional environmental work must be completed.

- Vapor intrusion mitigation systems must be operated and maintained, and inspections must be documented.
- Remaining soil contamination could result in vapor intrusion if future construction activities occur. Vapor control technologies will be required for occupied buildings, unless the property owner assesses the potential for vapor intrusion, and the DNR agrees that vapor control technologies are not needed.

The DNR fact sheet, "Continuing Obligations for Environmental Protection", RR-819, helps to explain a property owner's responsibility for continuing obligations on their property. The fact sheet may be obtained at <http://dnr.wi.gov/files/PDF/pubs/rr/RR819.pdf>.

GIS Registry

This site will be included on the Bureau for Remediation and Redevelopment Tracking System (BRRTS on the Web) at <http://dnr.wi.gov/topic/Brownfields/clean.html>, to provide public notice of residual contamination and of any continuing obligations. The site can also be viewed on the Remediation and Redevelopment Sites Map (RRSM), a map view, under the Geographic Information System (GIS) Registry layer, at the same web address.

DNR approval prior to well construction or reconstruction is required for all sites shown on the GIS Registry, in accordance with s. NR 812.09 (4) (w), Wis. Adm. Code. This requirement applies to private drinking water wells and high capacity wells. To obtain approval, complete and submit Form 3300-254 to the DNR Drinking and Groundwater program's regional water supply specialist. This form can be obtained on-line at <http://dnr.wi.gov/topic/wells/documents/3300254.pdf>.

All site information is also on file at the Southeast Regional DNR office at 9531 Rayne Road, Sturtevant, WI 53177. This letter and information that was submitted with your closure request application, including any maintenance plan and maps, can be found as a Portable Document Format (PDF) in BRRTS on the Web.

Prohibited Activities

Certain activities are prohibited at closed sites because maintenance of a barrier is intended to prevent contact with any remaining contamination. When a barrier is required, the condition of closure requires notification of the DNR before making a change, in order to determine if further action is needed to maintain the protectiveness of the remedy employed. The following activities are prohibited on any portion of the property as shown on the attached map, **Detailed Site Map, B.1.b, July 2014**, unless prior written approval has been obtained from the DNR:

- removal of the existing barrier or cover;
- replacement with another barrier or cover;
- excavating or grading of the land surface;
- filling on covered or paved areas;
- plowing for agricultural cultivation;
- construction or placement of a building or other structure;
- changing the use or occupancy of the property to single-family residential use.
- changing the construction of a building that has a vapor mitigation system in place.

Closure Conditions

Compliance with the requirements of this letter is a responsibility to which the current property owner and any subsequent property owners must adhere. DNR staff will conduct periodic prearranged inspections to ensure that the conditions included in this letter and the attached maintenance plan are met. If these requirements are not followed, the DNR may take enforcement action under s. 292.11, Wis. Stats. to ensure compliance with the specified requirements, limitations or other conditions related to the property.

Please send written notifications in accordance with the following requirements to:

Department of Natural Resources
Attn: Remediation and Redevelopment Program Environmental Program Associate
2300 North Dr. Martin Luther King Jr. Drive
Milwaukee, WI 53212

Residual Groundwater Contamination (ch. NR 140, 812, Wis. Adm. Code)

Groundwater contamination greater than enforcement standards is present both on this contaminated property and off this contaminated property, as shown on the attached map, **2013 Groundwater NR 140 Exceedances Map, B.3.b, June 2014**. If you intend to construct a new well, or reconstruct an existing well, you'll need prior DNR approval. Affected property owners and right-of-way holders were notified of the presence of groundwater contamination.

Residual Soil Contamination (ch. NR 718, chs. 500 to 536, Wis. Adm. Code or ch. 289, Wis. Stats.)

Soil contamination remains across the entire site as indicated on the attached map, **Non-Industrial Direct Contact RCL Exceedance Overview Map, B.2.c.i, July 2014**. If any site soils are excavated in the future, the property owner or the right-of-way holder at the time of excavation must sample and analyze the excavated soil to determine if contamination remains. If sampling confirms that contamination is present, the property owner or right-of-way holder at the time of excavation will need to determine whether the material is considered solid or hazardous waste and ensure that any storage, treatment or disposal is in compliance with applicable standards and rules. Contaminated soil may be managed in accordance with ch. NR 718, Wis. Adm. Code, with prior DNR approval.

In addition, all current and future owners and occupants of the property and right-of-way holders need to be aware that excavation of the contaminated soil may pose an inhalation or other direct contact hazard and as a result special precautions may need to be taken to prevent a direct contact health threat to humans.

Depending on site-specific conditions, construction over contaminated soils or groundwater may result in vapor migration of contaminants into enclosed structures or migration along newly placed underground utility lines. The potential for vapor inhalation and means of mitigation should be evaluated when planning any future redevelopment, and measures should be taken to ensure the continued protection of public health, safety, welfare and the environment at the site.

Monitoring Wells that could not be Properly Filled and Sealed (ch. NR 141, Wis. Adm. Code)

Monitoring well(s) MW-2, MW-6, MW-22 and MW-102 located on site shown on the attached map, **Vapor and Cap Maintenance Plan Site Map, Figure 1, September 2014**, could not be properly filled and sealed because they were missing due to being paved over, covered or removed during site development activities. Your consultant made a reasonable effort to locate the wells and to determine whether they were properly filled and sealed, but was unsuccessful. You may be held liable for any problems associated with the monitoring wells if they create a conduit for contaminants to enter groundwater. If any of the groundwater monitoring wells are found, the then current owner of the property on which the well is located is required to notify the DNR, to properly fill and seal the wells and to submit the required documentation to the DNR.

Cover or Barrier (s. 292.12 (2) (a), Wis. Stats., s. NR 726.15, s. NR 727.07 Wis. Adm. Code)

The pavement, building foundations, and soil cover that exists in the location shown on the attached map, **Vapor and Cap Maintenance Plan Site Map, Figure 1, September 2014**, shall be maintained in compliance with the attached **Maintenance Plan** in order to minimize the infiltration of water and prevent additional groundwater contamination that would violate the groundwater standards in ch. NR 140, Wis. Adm. Code, and prevent direct contact with residual soil contamination that might otherwise pose a threat to human health.

The vapor barrier that exists in the location (Building Cap) shown on the attached map, **Vapor and Cap Maintenance Plan Site Map, Figure 1, September 2014**, as part of the sub-floor, shall be maintained in compliance with the attached **Maintenance Plan** in order to prevent or limit vapor intrusion into the building.

A cover or barrier for industrial land uses, or certain types of commercial land uses may not be protective if the use of the property were to change such that a residential exposure would apply. This may include, but is not limited to single or multiple family residences, a school, day care, senior center, hospital or similar settings. In addition, a cover or barrier for multi-family residential housing use may not be appropriate for use at a single family residence.

The cover approved for this closure was designed to be protective for a multi-family residential use setting. Before using the property for single family residential purposes, you must notify the DNR at least 45 days before taking an action, to determine if additional response actions are warranted.

A request may be made to modify or replace a cover or barrier. The replacement or modified cover or barrier must be protective of the revised use of the property, and must be approved in writing by the DNR prior to implementation.

The attached **Maintenance Plan and Inspection Logs** are to be kept up-to-date and on-site indefinitely. Inspections shall be conducted annually in accordance with the attached maintenance plan. Submit the inspection logs to the DNR annually, starting November 30, 2014.

Structural Impediments (s. 292.12 (2) (b), Wis. Stats., s. NR 726.15, s. NR 727.07, Wis. Adm. Code)

The remaining concrete foundations in the South Degreaser Area as shown on the attached map, **Detailed Site Map, B.1.b July 2014**, made complete investigation and/or remediation of the soil contamination on this property impracticable. If the structural impediment is to be removed, the property owner shall notify the DNR at least 45 days before removal, and conduct an investigation of the degree and extent of CVOC, PAH, and metals contamination below the structural impediment. If contamination is found at that time, the contamination shall be properly remediated in accordance with applicable statutes and rules.

Vapor Mitigation or Evaluation (s. 292.12 (2), Wis. Stats., s. NR 726.15, s. NR 727.07, Wis. Adm. Code)

Vapor intrusion is the movement of vapors coming from volatile chemicals in the soil or groundwater, into buildings where people may breathe air contaminated by the vapors. Vapor mitigation systems are used to interrupt the pathway, thereby reducing or preventing vapors from moving into the buildings.

Vapor Mitigation System: Soil vapor beneath the buildings contains CVOC at levels that would pose a long-term risk to human health, if allowed to migrate into an occupied building on the property. The vapor mitigation systems, installed by 2007, must be operated, maintained and inspected in accordance with the attached **Maintenance Plan**. System components must be repaired or replaced immediately upon discovery of a malfunction. Annual inspections and any system repairs must be documented in the applicable Inspection Log. The inspection logs shall be kept up-to-date and on-site indefinitely. Inspections shall be conducted annually, in accordance with the attached maintenance plan. Submit the inspection logs to the DNR annually, starting November 30, 2014.

The integrity of the floors, building, and pavements that exist on the property, shown on the attached map, **Vapor and Cap Maintenance Plan Site Map, Figure 1, September 2014**, must be maintained in compliance with the attached **Maintenance Plan**. This will help ensure proper functioning of the vapor mitigation system, limiting vapor intrusion to indoor air spaces.

A copy of the **Maintenance Plan** must be provided to each property owner. The property owner must notify occupants, and provide the **Maintenance Plan** to any occupant that is responsible for continued operation of the vapor mitigation system.

Future Concern: CVOC remain in soil and/or groundwater across the property, as shown on the attached map, **Vapor and Cap Maintenance Plan Site Map, Figure 1, September 2014**, at levels that may be of concern for vapor intrusion in the future, depending on construction and occupancy of a building. Due to the presence of significant source areas of CVOC on the property, care should be taken to mitigate the potential for vapor intrusion. Therefore, before a building is constructed and/or an existing building is modified, the property owner must notify the DNR at least 45 days before the change. Vapor control technologies are required for construction of occupied buildings unless the property owner assesses the vapor pathway and DNR agrees that vapor control technologies are not needed.

General Wastewater Permits for Construction Related Dewatering Activities

The DNR's Water Quality Program regulates point source discharges of contaminated water, including discharges to surface waters, storm sewers, pits, or to the ground surface. This includes discharges from construction related dewatering activities, including utility and building construction.

If you or any other person plan to conduct such activities, you or that person must contact that program, and if necessary, apply for the necessary discharge permit. Additional information regarding discharge permits is available at <http://dnr.wi.gov/topic/wastewater/GeneralPermits.html>. If residual soil or groundwater contamination is likely to affect water collected in a pit/trench that requires dewatering, a general permit for Discharge of Contaminated Groundwater from Remedial Action Operations may be needed. If water collecting in a pit/trench that requires dewatering is expected to be free of pollutants other than suspended solids and oil and grease, a general permit for Pit/Trench Dewatering may be needed.

In Closing

Please be aware that the case may be reopened pursuant to s. NR 727.13, Wis. Adm. Code, for any of the following situations:

- if additional information regarding site conditions indicates that contamination on or from the site poses a threat to public health, safety, or welfare or to the environment,
- if the property owner does not comply with the conditions of closure, with any deed restrictions applied to the property, or with a certificate of completion issued under s. 292.15, Wis. Stats, or
- a property owner fails to maintain or comply with a continuing obligation (imposed under this closure approval letter).

The DNR appreciates your efforts to restore the environment at this site. If you have any questions regarding this closure decision or anything outlined in this letter, please contact Doug Cieslak at 262-884-2344, or at Douglas.Cieslak@Wisconsin.Gov.

Sincerely,



Pamela A. Mylotta, Southeast Region Team Supervisor
Remediation & Redevelopment Program

Attachments:

- 2013 Groundwater NR 140 Exceedances Map, B.3.b, June 2014
- Detailed Site Map, B.1.b, July 2014

- Non-Industrial Direct Contact RCL Exceedance Overview Map, B.2.c.i, July 2014
- Vapor and Cap Maintenance Plan Site Map, Figure 1, September 2014
- Maintenance Plan, Attachment D, August 2014

cc. TRC Environmental Corporation
Chris Harvey
230 West Monroe St Ste 2300
Chicago IL 60606

City of Kenosha
Zohrab Khaligian
625 52nd St Rm 308
Kenosha WI 53140