

Sec. 13-1-26 - R-4 multi-family residential district.

(Master Plan Reference: Mixed Residential)

(a) *Permitted uses.* The R-4 district is intended to provide a living area that is pleasant, but not as spacious as the R-3 district. The following uses are permitted:

- (1) Single-family dwellings.
- (2) Two-family dwellings. (In newly platted subdivisions 50 percent of lots zoned R-3 shall be corner lots with each unit fronting on a different street.)
- (3) Multiple-family dwellings.
- (4) Museums.
- (5) Governmental buildings not detrimental to the character of the residential area, not including sewage plants, garbage incinerators, warehouses, garages, shops, and junk or storage yards.
- (6) Telephone and utility buildings, exchanges, and lines and transformer stations, excepting service garages and storage yards, and excepting microwave radio relay structures.
- (7) Conversions of existing dwellings to two-family dwellings after approval and recommendation of the plan commission, the holding of a public hearing thereon, notice of which shall be published as a class 1 notice, and upon approval of the common council.
- (8) Hospitals, excepting animal hospitals; medical and dental clinics.
- (9) Residential garage and accessory buildings and accessory uses customarily incident to the above uses, provided that no such use generates traffic or noise that would create a public or private nuisance, subject to section 13-1-140.

(b) *Uses not requiring a principal building.*

- (1) Public parks, playgrounds, and recreational uses such as nature trails, golf courses, tennis courts, baseball facilities, nature facilities, soccer facilities, picnic grounds, and other uses determined by the plan commission to be similar to such uses.

(c) *Conditional uses.* The following uses are conditional uses pursuant to article E:

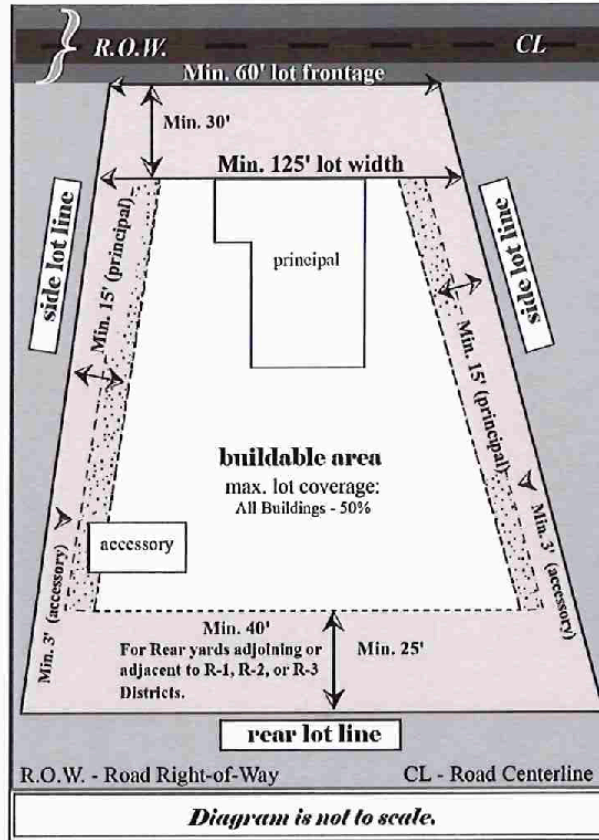
- (1) Charitable institutions.
- (2) Correctional institutions.
- (3) Assisted living facilities.
- (4) Nursing homes.
- (5) Private non-profit clubs and lodges.

(d) *Yard requirements for permitted principal and conditional uses within the R-4 district:*

Multi-Family Residential (R-4)

Lot Size * :	
<ul style="list-style-type: none"> • Minimum 10,000 square feet for a single-family dwelling unit. 	
<ul style="list-style-type: none"> • 6,000 square feet per unit for the first two dwelling units of each building, and in addition thereto, 4,000 square feet per unit for each unit in excess of two dwelling units located within each structure upon a lot or parcel. Each building shall be considered separately for purposes of density computation. Multi-family residential dwellings shall not exceed 12 dwelling units for each building structure located upon a lot or parcel. 	
<ul style="list-style-type: none"> • Assisted living and nursing home facilities shall require a minimum of 2,000 square feet for each living unit. 	
Lot frontage	60 feet
Minimum lot width at building line	125 feet
Maximum lot coverage of all buildings	50%
Yard Setbacks:	
Minimum front yard:	30 feet
Minimum rear:	25 feet
Rear Yards Adjoining or Adjacent to R-1, R-2, or R-3 Districts	40 feet Min.
Minimum side	
Principal use	15 feet
Accessory use	3 feet
Structure Height:	

Maximum Principal:	45 feet
Maximum Accessory:	20 feet



* In determining such required minimum square feet per dwelling unit, all that area of such lot or parcel which shall be included in a wetland area as determined by the plan commission shall be considered at the rate of 50 percent of such wetland area, but in no event shall any lands determined to be wetlands permit the construction of greater than eight additional dwelling units upon any lot or parcel.

(e) *Building requirements.*

(1) Minimum dwelling unit floor space.

- a. One thousand one hundred square feet on any one floor for a single-family dwelling.
- b. Eight hundred square feet on any one floor for a two-family dwelling or condo.
- c. Six hundred square feet per dwelling unit on any one floor for a multifamily dwelling.

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Plymouth, WI Code of Ordinances

- (2) Multiple building placement. Each principal building on a single lot shall maintain the minimum front yard, rear yard, and side yard requirement as established herein. Each such building shall be so placed upon such lot so as to maintain such minimum lot requirements unto itself.
 - (3) Minimum principal building width. 24 feet.
 - (4) All commercial operations and activities of all uses shall be conducted wholly inside a building or structure, except as listed within this district.
- (f) *Off-street parking required.*
- (1) Residential. Minimum two per dwelling unit.
 - (2) Places of public gathering. Minimum one per five seats.
 - (3) All off-street parking must be paved using bituminous or cementitious material. Alternatively, green pavers or hardscaped materials may be approved with permission granted by the zoning administrator.
- (g) *Tree plantings.* All trees planted after February 1, 2004, shall be set back a minimum of six feet from the public right-of-way line.

Sec. 13-1-33 - B-3 highway business district.

(Master Plan Reference: Planned Business)

- (a) *Permitted uses.* The B-3 district is intended to provide for businesses and customer services logically related to vehicular traffic or associated with the mobile population. Areas suitable for this district would be located along highways and major street arteries. These uses include the following:
- (1) Hotels including uses associated with such use that are located within the principal building.
 - (2) Professional and business offices including offices and clinics for doctors and dentists; offices for real estate and insurance business, for architects, engineers, utilities, banks, and building and loan associations.
 - (3) Indoor sales, maintenance, and service (including indoor restaurants not having drive-through food ordering or pick-up) not exceeding 10,000 square feet of floor space for each separate use.
 - (4) Post offices.
 - (5) General business and commercial uses which do not generate noise, smoke or odors that would create a public or private nuisance. These uses generally include:
 - a. Mercantile business establishments including groceries, meat markets, drug stores, hardware stores, and clothing stores.
 - b. Hotels, motels, taverns, and restaurants.

SPECIAL WARRANTY DEEDThis document was drafted by:

Wal-Mart Stores East, LP
 Sam M. Walton Development Complex
 2001 S.E. 10th Street
 Bentonville, AR 72716-0550
 Attn: Brandi Lewis
 (479) 277-1348

After recording return to:

Fidelity National Title Insurance Company
 717 North Harwood Street, Suite 600
 Dallas, TX 75201
 Attn: Rod Faris
 (214) 969-5300

This SPECIAL WARRANTY DEED made this January 21, 2004, between WAI-MART STORES EAST, LP, a Delaware limited partnership, with an address of 702 S.W. 8th Street, Bentonville, AR 72716 ("Grantor"), and CONCORD 27, LLC, a Wisconsin limited liability company, with an address of 11501 N. Port Washington Road, Suite 200, Mequon, WI 53092 ("Grantee").

W I T N E S S E T H:

THAT GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, does hereby forever grant, bargain, sell, convey and confirm to Grantee, and its successors and assigns, a certain tract(s) of land, containing 40.7 ACRES, more or less, situated, lying, and being in the City of Plymouth, Sheboygan County, Wisconsin, as more particularly described to wit:

See Exhibit "A" attached hereto and made a part hereof ("Property");

TO HAVE AND TO HOLD said land unto Grantee, and its successors and assigns, forever, with all tenements, appurtenances and hereditaments thereunto belonging, subject to easements, conditions, restrictions and other matters of record, and subject to the following conditions and restrictions:

- (a) The Property shall not be used for any of the following purposes:
- (i) A discount retail store in excess of twenty-five thousand (25,000) square feet.
 - (ii) A wholesale membership/warehouse club in excess of twenty-five thousand (25,000) square feet.
 - (iii) A grocery store/supermarket in excess of ten thousand (10,000) square feet.
 - (iv) A pharmacy/drug store requiring a qualified pharmacist or other person authorized by law to dispense medicinal drugs, directly or indirectly, for a fee or remuneration of any kind.
 - (v) A gas station, quick lube/oil change facility, automobile tire sales facility.
 - (vi) Intentionally deleted.
 - (vii) An adult book store, nightclub or discotheque, massage parlor (provided this shall not prohibit massages in connection with a beauty salon or health club, medical facility, or athletic facility), or any other establishment which provides live adult entertainment or which sells, rents or exhibits pornographic or obscene materials (the term pornographic or obscene shall include, without limitation, a store whose primary use (as opposed to a bookstore offering a general variety of books) is displaying for sale or exhibition books, magazines or other publications containing any combination of photographs, drawings or sketches of a sexual nature, which are not primarily scientific or educational, or a store offering as its primary use for exhibition, sale or rental video cassettes or other medium capable of projecting, transmitting or reproducing, independently or in conjunction with another device, machine or equipment, an image or series of images, the content of which has been rated or advertised generally as NC-17 or X or unrated by the Motion Picture Association of America, or any successor thereto.
 - (viii) A facility principally operated as a bar or tavern (but the Property may be used for a purpose, having on-premises consumption of alcoholic beverages, whose incidental revenues are from the sale of alcoholic beverages).
- (b) All such covenants, conditions, restrictions and approval rights shall remain in effect for a period of fifty (50) years. The aforesaid covenants, conditions, restrictions and approval rights shall run with and bind the Property, and shall bind Grantee or an affiliated company, or its successors or assigns, and shall inure to the benefit of and be enforceable by Grantor, or an affiliated company, or its successors and assigns,