



State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

Jim Doyle, Governor
Scott Hassett, Secretary
Gloria L. McCutcheon, Regional Director

Southeast Region Headquarters
2300 N. Dr. Martin Luther King, Jr. Drive
Milwaukee, Wisconsin 53212-0436
Telephone 414-263-8500
FAX 414-263-8483
TTY 414-263-8713

January 8, 2007

In Reply Refer To: FID# 341089100
BRRTS# 02-41-523714
County of Milwaukee

Mr. Michael Frede
Blackhawk Development, LLC
530 S 11th Street
Milwaukee, WI 53204

Subject: Final Case Closure With NR 140 Exemption, 1000 W Bruce St, Milwaukee, WI

Dear Mr. Frede:

On June 30, 2004, your request for closure of the case described above was reviewed by the Department of Natural Resources ("the Department"). The Department reviews environmental remediation cases for compliance with state rules and statutes to maintain consistency in the closure of these cases.

In a letter dated July 1, 2004, the Department sent a letter to you which indicated that the Department had determined that the petroleum and metals contamination on the site from the former industrial use of the property appeared to have been investigated and remediated to the extent practicable under site conditions and that upon completion of several conditions, the case would be closed. The conditions included submittal of documentation that:

1. Temporary monitoring wells at the site must be properly abandoned in compliance with ch. NR 141, Wis. Adm. Code.
2. Any remaining waste and/or soil piles generated as part of site investigation or remediation activities must be removed from the site and disposed of or treated in accordance with Department rules.
3. A deed restriction be signed and recorded to address the issue of the remaining soil contamination associated with the site. The purpose of the restriction is to 1) require maintenance of a surface barrier (existing building foundations) over the remaining soil contamination that is above the industrial direct contact RCL to prevent it from impacting human health and the environment and 2) require that the use of the property remain industrial.

After recording the above referenced deed restriction, you requested Department approval to modify the deed restriction to exclude Lot 1 shown on CSM 7523 from the requirement that the use of the property remain industrial. On August 15, 2006 the Department approved your request and sent a "Written Determination" documenting the Department's decision. On August 31, 2006 the "Affidavit Modifying Restrictions" was recorded.

The required documentation has been received. Based on the correspondence and data provided, it appears that your case meets the requirements of ch. NR 726, Wisconsin Administrative Code. The Department considers this case closed and no further investigation or remediation is required at this time.

Please be aware that pursuant to s. 292.12 Wisconsin Statutes, compliance with the requirements of this letter is a responsibility to which you and any subsequent property owners must adhere. If these requirements are not followed or if additional information regarding site conditions indicates that contamination on or from the site poses a threat to public health, safety, welfare, or the environment, the Department may take enforcement action under s. 292.11 Wisconsin Statutes to ensure compliance with the specified requirements, limitations or other conditions related to the property or this case may be reopened pursuant to s. NR 726.09, Wis. Adm. Code. It is the Department's intent to conduct inspections in the future to ensure that the conditions included in this letter including compliance with referenced maintenance plans are met.

Pursuant to s. 292.12(2)(a), Wis. Stats., the pavement or other impervious cap that currently exists in the location shown on the attached map 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 quality standards in ch. NR 140, Wis. Adm. Code, and to prevent direct contact with residual soil contamination that might otherwise pose a threat to human health. If soil in the specific locations described above is excavated in the future, the property owner at the time of excavation must sample and analyze the excavated soil to determine if residual contamination remains. If sampling confirms that contamination is present the property owner at the time of excavation will need to determine whether the material would be considered solid or hazardous waste and ensure that any storage, treatment or disposal is in compliance with applicable statutes and rules. In addition, all current and future owners and occupants of the property 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 during excavation activities to prevent a health threat to humans.

The following activities are prohibited on any portion of the property where an impervious cap has been placed or where impervious surfaces exist as shown on the attached map, unless prior written approval has been obtained from the Wisconsin Department of Natural Resources: 1) removal of the existing barrier; 2) replacement with another barrier; 3) excavating or grading of the land surface; 4) filling on capped or paved areas; 5) plowing for agricultural cultivation; or 6) construction or placement of a building or other structure.

Your site will be listed on the DNR Remediation and Redevelopment GIS Registry of Closed Remediation Sites. Information that was submitted with your closure request application will be included on the GIS Registry. To review the sites on the GIS Registry web page, visit <http://dnr.wi.gov/org/aw/rr/gis/index.htm>. If your property is listed on the GIS Registry because of remaining contamination and you intend to construct or reconstruct a well, you will need prior Department approval in accordance with s. NR 812.09(4)(w), Wis. Adm. Code. To obtain approval, Form 3300-254 needs to be completed and submitted to the DNR Drinking and Groundwater program's regional water supply specialist. This form can be obtained on-line <http://www.dnr.state.wi.us/org/water/dwg/3300254.pdf> or at the web address listed above for the GIS Registry.

Recent groundwater monitoring data at this site indicates exceedances of the NR 140 preventive action limit (PAL) for benzene at P-12, but compliance with the NR 140 enforcement standard. The Department may grant an exemption to a PAL for a substance of public health concern, other than nitrate, pursuant to s. NR 140.28(2)(b), Wis. Adm. Code, if all of the following criteria are met:

1. The measured or anticipated increase in the concentration of the substance will be minimized to the extent technically and economically feasible.
2. Compliance with the PAL is either not technically or economically feasible.
3. The enforcement standard for the substance will not be attained or exceeded at the point of standards application.

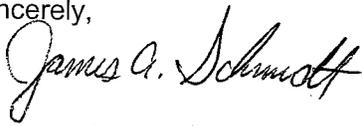
4. Any existing or projected increase in the concentration of the substance above the background concentration does not present a threat to public health or welfare.

Based on the information you provided, the Department believes that the above criteria have been or will be met. Therefore, pursuant to s. NR 140.28(2)(b), Wis. Adm. Code, an exemption to the PAL is granted for benzene at P-12. This letter serves as your exemption.

Please be aware that the case may be reopened pursuant to s. NR 726.09, Wis. Adm. Code, 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.

The Department 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 Andy Boettcher at (414) 263-8541.

Sincerely,



James A Schmidt
Southeast Region Remediation & Redevelopment Team Supervisor

cc: SER Case File
Bill Phelps, DG/2

Attachments: Exhibit 1 (Site Map and Building Floor Maintenance Plan)

RECYCLING FACILITY (MILLER COMPRESSING)

VACANT CEMENT STORAGE FACILITY

SALVAGE YARD (A&O AUTO PARTS)

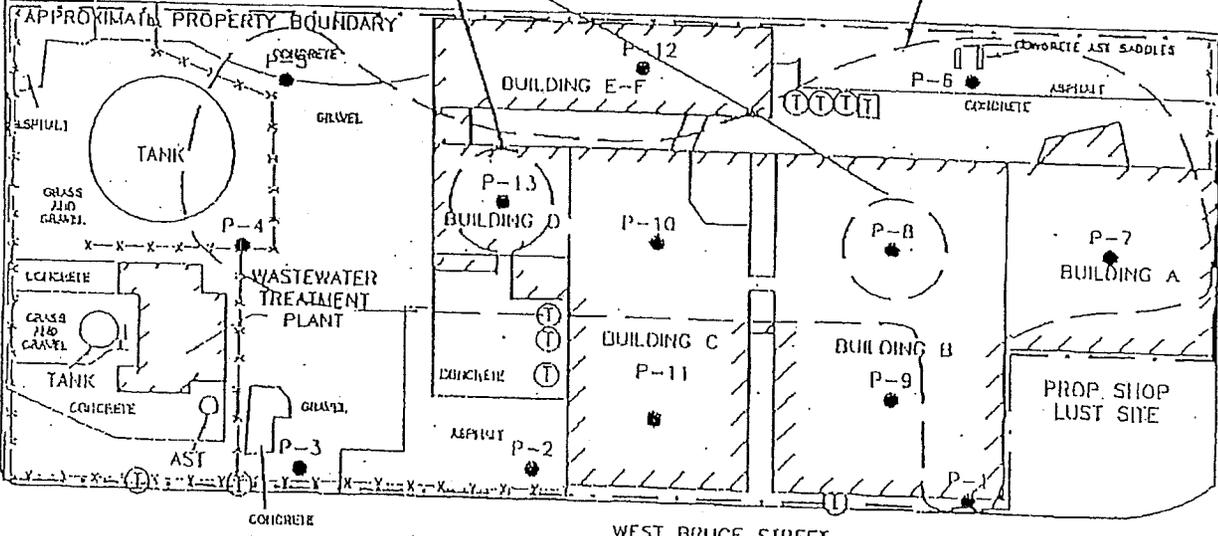
CONSTRUCTION FACILITY (ADVANCED SEWER AND WATER)

SOUTH 11th STREET

APPROXIMATE AREA OF SOIL CONTAMINATION EXCEEDING INDUSTRIAL RCLs

BURNHAM CANAL

APPROXIMATE AREA OF SOIL CONTAMINATION EXCEEDING NON-INDUSTRIAL RCLs



GASOLINE STATION (CITY OIL)

SOUTH 9th STREET

DANGER BUMPER EXCHANGE

WHOLESALE GROCERY FACILITY (DEARDORN WHOLESALE GROCERS)

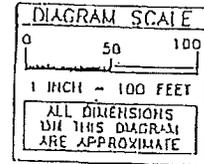
STORAGE FACILITY (EAGLE STORAGE)

METAL FINISHING FACILITY (RAPHAEL INDUSTRIES)

LEGEND

- SAMPLE LOCATION
- x-x CHAIN-LINK FENCE
- ⊙ POLE-MOUNTED TRANSFORMER
- ⊠ PAD-MOUNTED TRANSFORMER

S. 10th STREET



FORMER BLACKHAWK TANNERY MILWAUKEE, WISCONSIN

PROJECT NO: J02159 PHE: JAH
 DRAWN BY: AKW DATE: 7/27/03
 CHECKED BY: JAH DATE: 12/13/01
 APPROVED BY: BWE DATE: 12/13/01
 FILE: J02159-26

EXHIBIT 1

FIGURE

Building Floor Maintenance Plan

The concrete floor of Building B and the concrete floor of Building D located within the area of contamination as indicated on Exhibit 1 (attached) will be inspected and maintained by Drake Environmental, Inc., 6980 North Teutonia Avenue, Milwaukee, Wisconsin, telephone number (414) 351-1440. The inspection will take place annually during the month of June.

Drake Environmental, Inc., will record the condition of the concrete floor, and if necessary will repair the concrete floor to maintain an impervious surface. Drake Environmental, Inc., will maintain a written record of the annual inspection and repair operations. The records will be kept at 6980 North Teutonia Avenue, Milwaukee, Wisconsin, and will be available for inspection by the Wisconsin Department of Natural Resources upon their request.

If ownership of the property is transferred to another party in the future, Drake Environmental, Inc., shall immediately notify the Wisconsin Department of Natural Resources in writing as to the name, address, and telephone number of the person who will be responsible for continuing to implement the maintenance plan, and shall provide the new location of the written maintenance records.

J02159P

attest



"Serve wholeheartedly, as if you were serving the Lord, not men." — Ephesians 6:7

September 21, 2006

Judith Ohm
Department of Natural Resources
PO Box 7921
101 South Webster Street
Madison, WI 53707-7921

RE: Recorded Affidavit Modifying Restriction Affecting a Subdivided Parcel Located Within the Site Boundary of the Former Blackhawk Tannery Property, 1000 West Bruce Street, Milwaukee, Wisconsin — DNR FID No. 341089100; DNR BRRTS No. 02-41-523714; Drake Project No. J02159

Dear Ms. Ohm:

As requested, Drake Environmental, Inc. (Drake) is providing the Wisconsin Department of Natural Resources (DNR) with the enclosed information regarding the Recorded Deed Modification affecting a subdivided parcel located within the site boundary of the Former Blackhawk Tannery Property referenced above.

Respectfully,

DRAKE ENVIRONMENTAL, INC.

Chelsea M. Corson
Associate Project Manager

D.J. Burns
Project Director

Enclosure

cc: Michael Frede, Blackhawk Development, LLC
Andrew Boettcher—Department of Natural Resources

14



AFFIDVIT RE: RESTRICTIONS

DOC.# 09295448

REGISTER'S OFFICE | SS
Milwaukee County, WI

RECORDED 08/31/2006 11:18AM

JOHN LA FAVE
REGISTER OF DEEDS

AMOUNT: 37.00

Recording Area

Name and Return Address:
Drake Environmental, Inc.,
530 South 11th Street
Milwaukee, WI 53204

427-0571-000
Parcel Identification Number (PIN)

AFFIDAVIT MODIFYING RESTRICTIONS

RE: Lot 1, Certified Survey Map 7523, according to the July 26, 2004 recorded CSM thereof. Said land being in the City of Milwaukee, County of Milwaukee, State of Wisconsin. Document No. 08841208.

Tax Parcel Number: 427-0571-000
Address: 530 S. 11th Street

WHEREAS Drake Environmental, Inc. is the owner ("Owner") of the above described property ("Property"); and

WHEREAS, the Owner signed and had recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin on August 11, 2004, as Document No. 08830111, a Declaration of Restriction

WHEREAS, the Restriction was intended to apply to the property at 1000 West Bruce Street, Milwaukee, WI, owned by Mr. Michael Frede, which property was impacted by contamination. However, the contamination requiring provisions for industrial use only does not extend to Tax Parcel Number 427-0571-000 (the Property);

THEREFORE, it is the desire and intention of the Owner to release the Property from the Restrictions still applicable to the affected parcels excepting Tax Parcel Number 427-0571-000;

WHEREAS, the Owner has requested that the Wisconsin Department of Natural Resources ("WDNR") issue a written determination that the above-referenced Restriction be modified so that it does not apply to the Property, and the WDNR has issued such a written determination, signed by Secretary Scott Hassett, and has instructed Owner to attach such determination, a copy of which is attached.

NOW THEREFORE, the Owner hereby declares that the Property is released from the Restriction.

IN WITNESS WHEREOF, the Owner of the Property has executed this Affidavit as of the

28 day of July, 2006.

Drake Environmental, Inc., a Wisconsin Corporation,

By: *Michael D. Frede*
Michael D. Frede, Owner

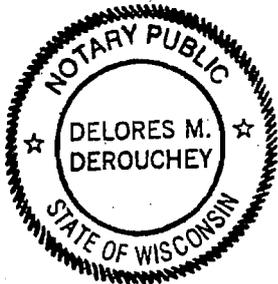
State of Wisconsin)

County of *Milwaukee*)

SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Michael D. Frede, an agent of Drake Environmental, Inc., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said entity, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 28 day of July, 2006.



Delores M. Derouchey
Notary Public
My commission *Aug. 2009*

Drafted By: *D.J. Burns III*
Drake Environmental, Inc.

Written Determination by the
Wisconsin Department of Natural Resources

1. A Declaration of Restrictions ("Restriction") was recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin, on July 26, 2004, as Document No. 08830111. The Restriction affects the Property described in Exhibit A (Warranty Deed), which is hereby attached and made a part of this Written Determination.
2. The Restriction described above was required by the Wisconsin Department of Natural Resources ("WDNR") under s. NR 726.05(8)(a), Wis. Admin. Code, as a condition of granting case closure to the 1000 W. Bruce Street Property, owned by Blackhawk Development, LLC. The Restriction is attached as Exhibit B and made a part of this Written Determination.
3. Subsequent to the recording of the Restriction, it was determined that Lot 1 of CSM 7523 was not required to be controlled via an institutional control which permitted only industrial uses. Lot 1 of CSM 7523 is known to the City of Milwaukee as Tax Key Number 427-0571-000-1 as of February 2006.
4. Therefore, the WDNR has determined that the Restriction should be modified, as set forth in the "Affidavit Modifying Restrictions," which is hereby attached and made a part of this Written Determination.
5. The Restriction remains in effect and is still binding as to the properties in Lot 2 of CSM 7523 located to the east and north of the Property. Those properties have Parcel Identification Numbers 427-0421-5, 427-0423-6 and 427-0424-1.

WISCONSIN DEPARTMENT OF NATURAL RESOURCES


By: Scott Hassett
Secretary

Exhibit A

STATE BAR OF WISCONSIN FORM 6-2000
SPECIAL WARRANTY DEED

Document Number

DOC. #
08828073

REGISTER'S OFFICE | SS
Milwaukee County, WI

RECORDED AT 01:55PM

07/22/2004

JOHN LA FAVE
REGISTER OF DEEDS

AMOUNT: 13.00

This Deed, made between Blackhawk Leather, LLC and Everett Smith Group, Ltd.
_____, Grantor,
and Blackhawk Development, LLC
_____, Grantee.

Grantor, for a valuable consideration, conveys to Grantee the following described real estate in Milwaukee County, State of Wisconsin (the "Property") (if more space is needed, please attach addendum):

See Exhibit A

Recording Area

Name and Return Address
Jeff Bretzmann
Blackhawk Development, LLC
6980 N. Teutonia Avenue
Milwaukee, WI 53209

This Deed is given in satisfaction of that certain Land Contract dated September 24, 2004 and recorded as Document No. 8642531

FEE
77.25 (17)
EXEMPT

427-0424-1; 427-0423-6; 427-0421-5
Parcel Identification Number (PIN)

Together with all appurtenant rights, title and interests.

This is not _____ homestead property.
(is) (is not)

Grantor warrants that the title to the Property is good, indefeasible in fee simple and free and clear of encumbrances, arising by, through or under Grantor, except items disclosed in Schedule B-II to that certain title insurance commitment prepared by Chicago Title Insurance Company dated effective July 30, 2003, Commitment Number 1149489.

Dated this 20th day of July, 2004.

(SEAL)

EVERETT SMITH GROUP, LTD. and
BLACKHAWK LEATHER, LLC

By: Steven J. Hartung (SEAL)

* Steven J. Hartung, Vice President

(SEAL)

(SEAL)

AUTHENTICATION

Signature(s) _____

authenticated this _____ day of _____

TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by § 706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY

Att'y Steven J. Hartung

(Signatures may be authenticated or acknowledged. Both are not necessary.)

ACKNOWLEDGMENT

State of Wisconsin,

Milwaukee County, } ss.

Personally came before me this 20th day of July, 2004, the above named

Steven J. Hartung

to me known to be the person _____ who executed the foregoing instrument and acknowledge the same.

* Marita J. Samuels

Notary Public, State of Wisconsin

My commission is permanent. (If not, state expiration date: April 27, 2008)

*Names of persons signing in any capacity must be typed or printed below their signature.

GRANTOR: BLACKHAWK LEATHER, LLC, a Wisconsin limited liability company

GRANTOR: EVERETT SMITH GROUP, LTD. TAX ID NUMBER _____

GRANTEE: BLACKHAWK ^{Development} LLC, a Wisconsin limited liability company

SJA

LEGAL DESCRIPTION

PARCEL A:

That part of Lot 5 in Subdivision and Partition of the Northwest 1/4 of Section 32, Town 7 North, Range 22 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin, bounded and described as follows:
Commencing on the North line of West Bruce Street, 780.48 feet East of the West line of said 1/4 Section, said point being on the East line of South 11th Street; thence East along the North line of West Bruce Street 230 feet; thence North 275 feet to the South established dock line of the Menomonee River and Canal; thence West on said dock line 230 feet; thence South 275 feet on the East line of South 11th Street, to place of commencement.

Tax Key No. 427-0424-1

ADDRESS: 1038 West Bruce Street

PARCEL B:

That part of Lot 5 in Subdivision and Partition of the Northwest 1/4 of Section 32, Town 7 North, Range 22 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin, bounded and described as follows:
Commencing at a point in the Northwest 1/4 of Section 32 aforesaid on the North line of West Bruce Street, 1010.48 feet East of the West line of said 1/4 Section; thence East along the North line of said Street 200; thence North 275 feet to a point in the South established Dock line of the Menomonee River and Canal; thence Westerly on said dock line 200 feet; thence South 275 feet to the place of commencement.

Tax Key No. 427-0423-6

ADDRESS: 1000 West Bruce Street

PARCEL C:

Part of Lots 5 and 6 in the Subdivision and Partition of the Northwest 1/4 of Section 32, Town 7 North, Range 22 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin, bounded and described as follows:
Commencing at a point ascertained by first locating a point in the North line of West Bruce Street which is 1347.36 feet East of the West line of said 1/4 Section, said point being 120.0 feet West of the newly established West line of South 9th Street, said West line being now situated 10.0 feet East of the said line as originally platted in P. McMartin's Subdivision and recorded in Volume 2 of Plats on Page 43, and going thence North and parallel to the newly established line of South 9th Street 86.0 feet to the point of beginning; thence East and parallel to the North line of West Bruce Street 120.0 feet to a point in the newly established West line of South 9th Street; thence North along said West line 189.0 feet to a point on the South established dock line of the Menomonee River and Canal; thence West on said Dock line 120.0 feet to a point; thence South 189.0 feet to the point of beginning.

Part of Tax Key No. 427-0421-5

ADDRESS: 920 West Bruce Street

PARCEL D:

All that part of Lots 5 and 6 in Subdivision and Partition of the Northwest 1/4 of Section 32, Town 7 North, Range 22 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin, bounded and described as follows:

Commencing at a point in the North line of West Bruce Street which is 1210.48 feet East of the West line of said 1/4 Section; thence East along the North line of said Street 136.88 feet to a point, said point being 120.0 feet West of the newly established West line of South 9th Street, said West line being now situated 10.0 feet East of the said line as originally platted in P. McMartin's subdivision and recorded in Volume 2 of Plats on Page 43; thence North and parallel to the newly established line of South 9th Street 275.0 feet to a point on the South established dock line of the Menomonee River and Canal; thence West on said dock line 136.88 feet to a point; thence South 275.00 feet to the point of commencement.

Part of Tax Key No. 427-0421-5

ADDRESS: 920 Bruce Street

Exhibit B

DOC #
08830111

REGISTER'S OFFICE | SS
Milwaukee County, WI

RECORDED AT 03:46PM

07/26/2004

JOHN LA FAVE
REGISTER OF DEEDS

AMOUNT: 21.00

Document Number

DEED RESTRICTION

Declaration of Restrictions

In Re: Parcel A: That part of Lot 5 in Subdivision and Partition of the Northwest ¼ of Section 32, Town 7 North, Range 22 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin, bounded and described as follows: Commencing on the North line of West Bruce Street, 780.48 feet East of the West line of said ¼ section, said point being on the East line of South 11th Street; thence East along the North line of West Bruce Street 230 feet; thence North 275 feet to the South established dock line of the Menomonee River and Canal; thence West on said dock line 230 feet; thence South 275 feet on the East line of South 11th Street, to place of commencement.

Recording Area

Name and Return Address
Drake Environmental, Inc.
Attn: Jason Herbst
6980 North Teutonia Ave.
Milwaukee, WI 53209-2536

Parcel B: That part of Lot 5 in Subdivision and Partition of the Northwest ¼ of Section 32, Town 7 North, Range 22 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin, bounded and described as follows: Commencing at a point in the Northwest ¼ of Section 32 aforesaid on the North line of West Bruce Street, 1010.48 feet East of the West line of said ¼ Section; thence East along the North line of said Street 200; thence North 275 feet to a point in the South established Dock line of the Menomonee River and Canal; thence Westerly on said dock line 200 feet; thence South 275 feet to the place of commencement.

Parcel C: Part of Lots 5 and 6 in the Subdivision and Partition of the Northwest ¼ of Section 32, Town 7 North, Range 22 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin, bounded and described as follows: Commencing at a point ascertained by first locating a point in the North line of West Bruce Street which is 1347.36 feet East of the West line of said ¼ Section, said point being 120.0 feet West of the newly established West line of South 9th Street, said West line being now situated 10.0 feet East of the said line as originally platted in P. McMartin's Subdivision and recorded in Volume 2 of Plats on Page 43, and going thence North and parallel to the newly established line of South 9th Street 86.0 feet to the point of beginning; thence East and parallel to the North line of West Bruce Street 120.0 feet to a point in the newly established West line of South 9th Street; thence North along said West line 189.0 feet to a point on the South established dock line of the Menomonee River and Canal; thence West on said Dock line 120.0 feet to a point; thence South 189.0 feet to the point of beginning.

Parcel D: All that part of Lots 5 and 6 in Subdivision and Partition of the Northwest ¼ of Section 32, Town 7 North, Range 22 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin, bounded and described as follows: Commencing at a point in the North line of West Bruce Street which is 1210.48 feet East of the West line of said ¼ Section; thence East along the North line of said Street 136.88 feet to a point, said point being 120.0 feet West of the newly established West line of South 9th Street, said West line being now situated 10.0 feet East of the said line as originally platted in P. McMartin's subdivision and recorded in Volume 2 of Plats on Page 43; thence North and parallel to the newly established line of South 9th Street 275.0 feet to a point on the South established dock line of the Menomonee River and Canal; thence West on said dock line 136.88 feet to a point; thence South 275.0 feet to the point of commencement.

STATE OF WISCONSIN)	427-0421-5;
) ss	<u>427-0423-6; 427-0424-1</u>
COUNTY OF MILWAUKEE)	Parcel Identification Numbers

WHEREAS, Blackhawk Development, LLC is the owner of the above described property.

WHEREAS, one or more arsenic, lead, and chromium discharges have occurred on this property, and as of February 12, 2003 when soil samples were collected on this property, arsenic, lead, and chromium-contaminated soil remained on this property at the following locations: portions of the property as depicted on the attached Exhibit 1. The most recent soil samples that were collected on this property contained arsenic, lead, and chromium in concentrations that exceeded the non-industrial RCLs in NR 720.11, Table 2, Wis. Adm. Code. The most recent soil samples that were collected on this property also showed two areas of contamination that exceeded the industrial RCLs for arsenic, lead, and chromium in s. NR 720.11, Table 2, Wis. Adm. Code.

WHEREAS, it is the desire and intention of the property owner to impose on the property restrictions which will make it unnecessary to conduct further soil remediation activities on the property at the present time.

NOW THEREFORE, the owner hereby declares that all of the property described above is held and shall be held, conveyed or encumbered, leased, rented, used, occupied and improved subject to the following limitation and restrictions:

The property described above may not be used or developed for a residential, commercial, agricultural or other non-industrial use, unless (at the time that the non-industrial use is proposed) an investigation is conducted, to determine the degree and extent of arsenic, lead, and chromium contamination that remains on the property, and remedial action is taken as necessary to meet all applicable non-industrial soil cleanup standards. If soil that remains on the property in the location or locations described above is excavated in the future,

it will have to be sampled and analyzed, may be considered solid or hazardous waste if residual contamination remains, and must be stored, treated and disposed in compliance with applicable statutes and rules.

The concrete floors of Building B and Building D that existed on the above-described property on the date that this restriction was signed form a barrier that must be maintained in order to prevent direct contact with residual soil contamination that might otherwise pose a threat to human health. These structures are also required in order to minimize the infiltration of water and prevent additional groundwater contamination that would violate the groundwater quality standards in ch. NR 140, Wis. Adm. Code. The concrete floors of Building B and Building D shall be maintained on the above-described property in the locations shown on the attached map, labeled "Exhibit 1," unless another barrier, with an infiltration rate of 10^{-7} cm/sec or less, is installed and maintained in their place. The existing structures, and any replacement barrier with an infiltration rate of 10^{-7} cm/sec or less, shall be maintained on the above-described property in compliance with the "Building Floor Maintenance Plan" dated March 31, 2004, that was submitted to the Wisconsin Department of Natural Resources, as required by section NR 724.13(2), Wis. Adm. Code (1997). In addition, the following activities are prohibited on any portion of the above-described property where an impervious cap has been placed or where impervious surfaces exist (Exhibit 1 attached), unless prior written approval has been obtained from the Wisconsin Department of Natural Resources or its successor or assign: (1) Excavating or grading of the land surface; (2) Filling on capped areas and areas with impervious surfaces; (3) Plowing for agricultural cultivation; and (4) Construction or installation of a building or other structure with a foundation that would sit on or be placed within the cap or impervious surface.

This restriction is hereby declared to be a covenant running with the land and shall be fully binding upon all persons acquiring the above-described property whether by descent, devise, purchase or otherwise. This restriction inures to the benefit of and is enforceable by the Wisconsin Department of Natural Resources, its successors or assigns. The Department, its successors or assigns, may initiate proceedings at law or in equity against any person or persons who violate or are proposing to violate this covenant, to prevent the proposed violation or to recover damages for such violation.

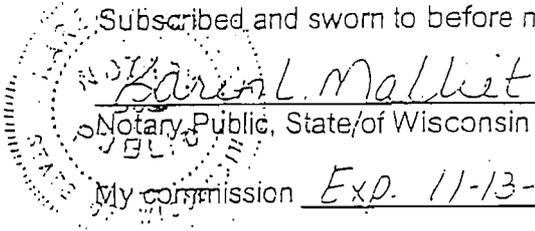
Any person who is or becomes owner of the property described above may request that the Wisconsin Department of Natural Resources or its successor issue a determination that one or more of the restrictions set forth in this covenant is no longer required. Upon the receipt of such a request, the Wisconsin Department of Natural Resources shall determine whether or not the restrictions contained herein can be extinguished. If the Department determines that the restrictions can be extinguished, an affidavit, attached to a copy of the Department's written determination, may be recorded by the property owner or other interested party to give notice that this deed restriction, or portions of this deed restriction, are no longer binding.

By signing this document, Michael D. Frede asserts that he is duly authorized to sign this document on behalf of Blackhawk Development, LLC.

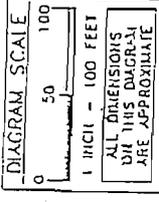
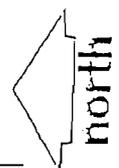
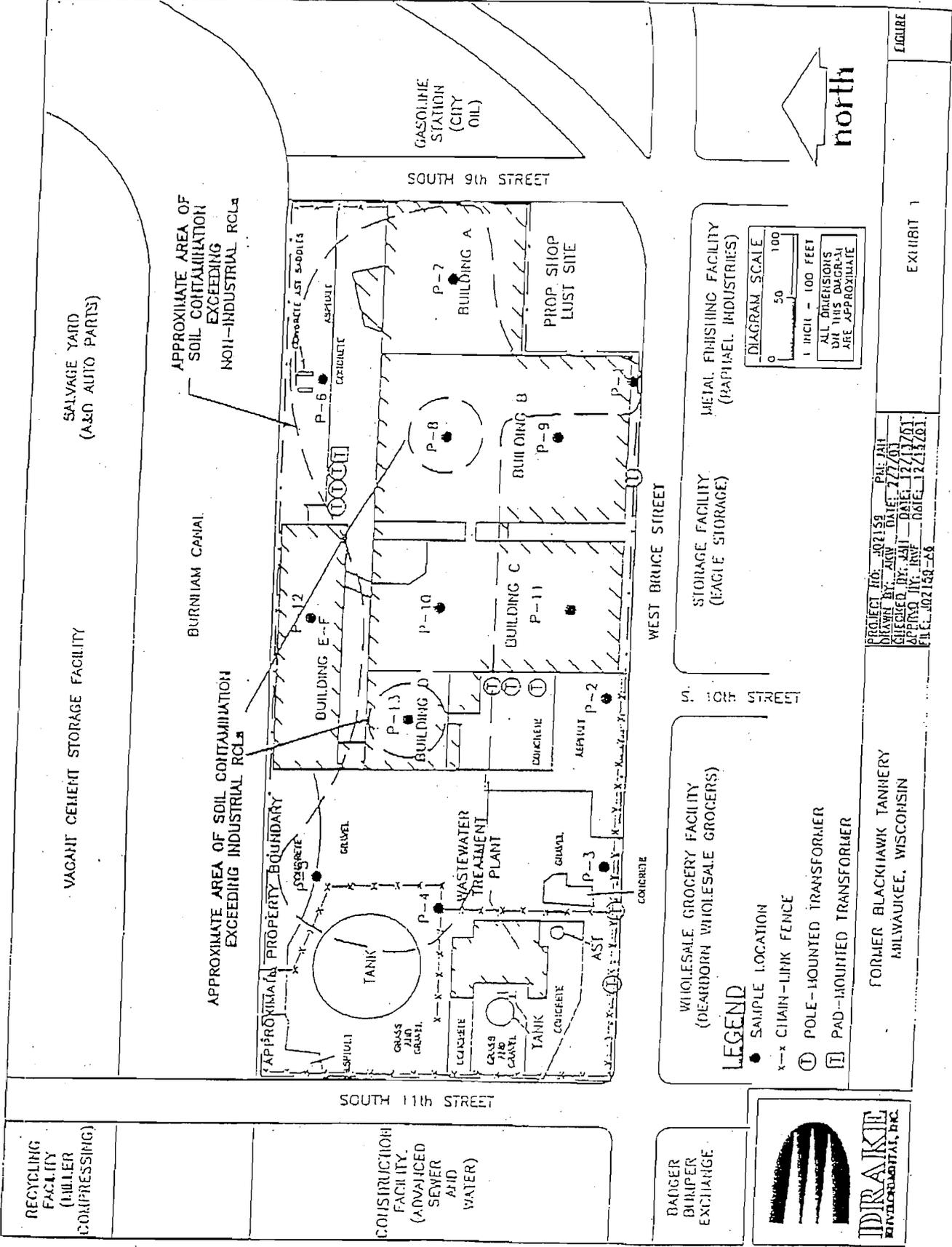
IN WITNESS WHEREOF, the owner of the property has executed this Declaration of Restrictions, this 24 day of July, 20 04.

Signature: Michael Frede, Managing Member of
Printed Name: Michael Frede Blackhawk Development, LLC

Subscribed and sworn to before me this 24 day of July, 20 04.



This document was drafted by Drake Environmental, Inc., based on information provided by the Wisconsin Department of Natural Resources.



METAL FINISHING FACILITY
(RAPHAEL INDUSTRIES)

STORAGE FACILITY
(EAGLE STORAGE)

WHOLESALE GROCERY FACILITY
(DEARDORF WHOLESALE GROCERS)

LEGEND
 ● SAMPLE LOCATION
 x-x CHAIN-LINK FENCE
 ⊕ POLE-MOUNTED TRANSFORMER
 ⊞ PAD-MOUNTED TRANSFORMER

PROJECT NO. 002159
 DRAWN BY: JAW DATE: 7/7/01
 CHECKED BY: JAW DATE: 12/13/01
 APPROVED BY: JAW DATE: 12/13/01
 FILE: 002159-68

FORMER BLACKHAWK TANNERY
 MILWAUKEE, WISCONSIN



BAJGER
 BUMPER
 EXCHANGE

CONSTRUCTION
 FACILITY
 (ADVANCED
 SEWER
 AND
 WATER)

RECYCLING
 FACILITY
 (MILLER
 COMPRESSING)

FIGURE

EXHIBIT 1

Building Floor Maintenance Plan

The concrete floor of Building B and the concrete floor of Building D located within the area of contamination as indicated on Exhibit 1 (attached) will be inspected and maintained by Drake Environmental, Inc., 6980 North Teutonia Avenue, Milwaukee, Wisconsin, telephone number (414) 351-1440. The inspection will take place annually during the month of June.

Drake Environmental, Inc., will record the condition of the concrete floor, and if necessary will repair the concrete floor to maintain an impervious surface. Drake Environmental, Inc., will maintain a written record of the annual inspection and repair operations. The records will be kept at 6980 North Teutonia Avenue, Milwaukee, Wisconsin, and will be available for inspection by the Wisconsin Department of Natural Resources upon their request.

If ownership of the property is transferred to another party in the future, Drake Environmental, Inc., shall immediately notify the Wisconsin Department of Natural Resources in writing as to the name, address, and telephone number of the person who will be responsible for continuing to implement the maintenance plan, and shall provide the new location of the written maintenance records.

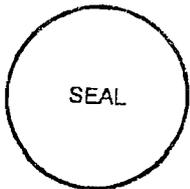
J02159P

37688

CERTIFICATE NO. **289376**

STATE OF WISCONSIN
MILWAUKEE COUNTY

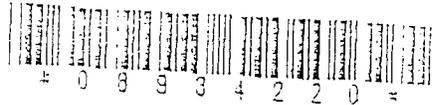
OFFICE OF
REGISTER OF DEEDS



I, the undersigned
Register of Deeds of
Milwaukee County,
hereby certify that
this document is a
true and correct copy
of the original on
file or record in
this office.

Witness my hand and
official seal this **AUG 31 2006**


John La Fave



State Bar of Wisconsin Form 1-2003
WARRANTY DEED

DOC. # 08934220

REGISTER'S OFFICE | SS
Milwaukee County, WI

RECORDED 01/12/2005 02:42PM

JOHN LA FAVE
REGISTER OF DEEDS

AMOUNT: 11.00

Recording Area

Name and Return Address

Keiley K. Falkner
Gutglass, Erickson, Bonville, Selbel & Falkner
735 North Water Street, Suite 1400
Milwaukee, WI 53202

42704236 and a portion of 42704241
Parcel Identification Number (PIN)

This is not homestead property.
 (is not)

Document Number _____ Document Name _____
THIS DEED, made between Drake Environmental, Inc.

("Grantor," whether one or more), and Blackhawk Development, LLC

("Grantee," whether one or more).

Grantor for a valuable consideration, conveys to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Milwaukee County, State of Wisconsin ("Property") (If more space is needed, please attach addendum):
Lot 2 identified on CSM No. 7523 recorded with the Register of Deeds for Milwaukee County on December 23, 2004 as Document No. 08921573.

TRANSFER
\$150.00
FEE

Grantor warrants that the title to the Property is good, indefeasible, in fee simple and free and clear of encumbrances except: covenants, conditions, reservations, restrictions, easements and other matters of record, if any, and taxes for the current year not yet due and payable.

Dated December 29, 2004

_____(SEAL) _____(SEAL)
* DRAKE ENVIRONMENTAL, INC.

Michael D. Frede (SEAL) _____(SEAL)
* Michael D. Frede

AUTHENTICATION

Signature(s) _____
authenticated on _____

ACKNOWLEDGMENT

STATE OF Wisconsin)
_____) ss.
Waukesha COUNTY)

Personally came before me on December 29, 2004
the above-named Michael D. Frede

to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Christine A. Burschick
Notary Public, State of Wisconsin
My commission (~~is permanent~~) expires: 03-06-08
10 for Michael D. Frede only

TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by Wis. Stat. § 706.06)

THIS INSTRUMENT DRAFTED BY:

Keiley K. Falkner, Gutglass, Erickson, Bonville, Selbel & Falkner
735 North Water Street, Suite 1400, Milwaukee, WI 53202

(Signatures may be authenticated or acknowledged. Both are not necessary.)
NOTE: THIS IS A STANDARD FORM. ANY MODIFICATION TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

WARRANTY DEED

*Type name below signatures.

STATE BAR OF WISCONSIN

© State Bar of Wisconsin 2003

FORM NO. 1-2003

INFO-PRO™ Legal Forms • (800)855-2021 • info@iopro.com

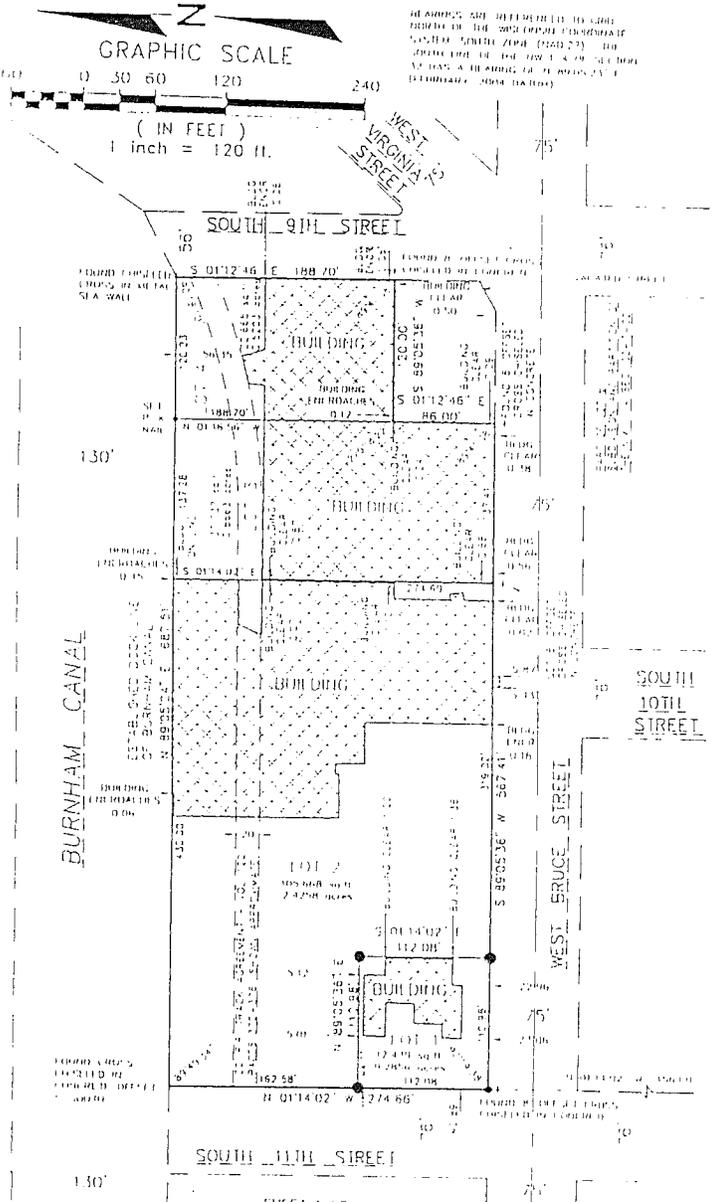
CERTIFIED SURVEY MAP NO. 7523

DCD # 2418

Part of Lots 5 and 6 in Subdivision and Partition of the Northwest 1/4 of Section 32, Town 7 North, Range 22 East and including the vacated West 10 feet of South 9th Street, being part of the Southwest 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 32, Town 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin

TAX KEY NOS. 4270421000, 4270423000 AND 4270424000
ZONING III

DATE OF SURVEY 11/15/04



VICINITY MAP
SECTION 32, TOWN 7 N, RANGE 22 E



- LEGEND**
- CONCRETE MONUMENT WITH BRASS CAP
 - FOUND 1.5" OUTSIDE DIAMETER IRON PIPE
 - SET 1.5" OUTSIDE DIAMETER IRON PIPE, 18" LEGS, WEIGHT 1.68 LBS. PER LINEAL FOOT

Imelda Hart
9-1-04
REV 11-5-04

National Survey & Engineering
A Division of HA Smith & Associates, Inc.

262-781-1000
Fax 262-797-7171
16745 W. Bluemound Road
Suite 200
Brookfield, WI 53005-5948
www.nsaec.com
S 3160215.dwg
CS10112.DWG (SHEET 1)

INFRASTRUCTURE SERVICES DIVISION
DRAFTING & RECORDS MANAGER
IN CHARGE ENVIRON. ENGR.
CORRECT
APPROVED

DEC 23 11
7523
08921573

DCO # 2418

CERTIFIED SURVEY MAP NO. 7523

Part of Lots 5 and 6 in Subdivision and Partition of the Northwest 1/4 of Section 32, Town 7 North, Range 22 East and including the vacated West 10 feet of South 9th Street, being part of the Southwest 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 32, Town 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
)SS
WAUKESHA COUNTY)

I, DONALD C. CHAPUT, Registered Land Surveyor, do hereby certify

THAT I have surveyed, divided and mapped Part of Lots 5 and 6 in Subdivision and Partition of the Northwest 1/4 of Section 32, Town 7 North, Range 22 East and including the vacated West 10 feet of South 9th Street, being part of the Southwest 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 32, Town 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin, which is bounded and described as follows:

COMMENCING at the Southwest corner of said Northwest 1/4 Section; thence North 89°05'23" East along the South line of said Northwest 1/4 Section 780.24 feet to a point; thence North 01°14'02" West 456.00 feet to the point of intersection of the North line of West Bruce Street with the East line of South 11th Street and the point of beginning of the lands to be described; thence continuing North 01°14'02" West along the East line of South 11th Street 274.66 feet to the South line of Burnham Canal; thence North 89°05'24" East along said South line 687.51 feet to the West line of South 9th Street; thence South 01°12'46" East along said West line 188.70 feet to a point; thence South 89°05'36" West 120.00 feet to a point; thence South 01°12'46" East 86.00 feet to the North line of West Bruce Street; thence South 89°05'36" West along said North line 567.41 feet to the point of beginning.

THAT I have made the survey, land division and map by the direction of BLACKHAWK DEVELOPMENT, LLC and DRAKE ENVIRONMENTAL, INC., owners

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

THAT I have fully complied with Chapter 236 of the Wisconsin Statutes and Chapter 119 of the Milwaukee Code in surveying, dividing and mapping the same

DATE SEPTEMBER 1, 2004
REV. NOVEMBER 15, 2004


DONALD C. CHAPUT (SEAL)
REGISTERED LAND SURVEYOR S1316



DCD#2418

CERTIFIED SURVEY MAP NO. 7523

Part of Lots 5 and 6 in Subdivision and Partition of the Northwest 1/4 of Section 32, Town 7 North, Range 22 East and including the vacated West 10 feet of South 9th Street, being part of the Southwest 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 32, Town 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin.

OWNER'S CERTIFICATE

BLACKHAWK DEVELOPMENT, LLC, a limited liability company organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, certifies that said limited liability company caused the land described on this map to be surveyed, divided and mapped as represented on this map in accordance with the requirements of Chapter 119 of the Milwaukee Code of Ordinances

IN consideration of the approval of the map by the Common Council of the City of Milwaukee and in accordance with Chapter 119 of the Milwaukee Code, the undersigned agrees:

- A. That all utility lines to provide electric power and telephone service and cable television or communications systems lines or cables to all lots in the Certified Survey Map shall be installed underground in easements provided therefore, where feasible.

THIS agreement shall be binding on the undersigned and assigns

IN Witness Whereof BLACKHAWK DEVELOPMENT, LLC has caused these presents to be signed by Michael F. Frede at Milwaukee, Wis this 10th day of September, 2004

In the presence of:

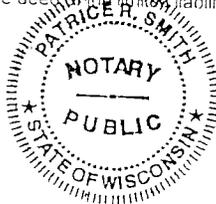
BLACKHAWK DEVELOPMENT, LLC

Patricia R. Smith
PATRICIA SMITH

Michael F. Frede
MICHAEL FREDE

STATE OF WISCONSIN)
MILWAUKEE COUNTY)

PERSONALLY came before me this 10th day of September, 2004, Michael F. Frede of BLACKHAWK DEVELOPMENT, LLC to me known as the person who executed the foregoing instrument, and to me known to be the owner of limited liability company, and acknowledged that he executed the foregoing instrument as such officer as the deed or instrument of limited liability company, by its authority



Patricia R. Smith (SEAL)
Notary Public, State of Wis
My commission expires 11/11/2007

CERTIFICATE OF CITY TREASURER

STATE OF WISCONSIN)
MILWAUKEE COUNTY)

I, WAYNE F. WHITTOW, being the duly elected, qualified and acting City Treasurer of the City of Milwaukee, certify that in accordance with the records in the office of the City Treasurer of the City of Milwaukee there are no unpaid taxes or unpaid special assessments on the land included in this Certified Survey Map

DATE 11-10-04

Wayne F. Whittow
WAYNE F. WHITTOW, CITY TREASURER

Daniel Christ
9-1-04

CERTIFIED SURVEY MAP NO. 7523

DUD #2418

Part of Lots 5 and 6 in Subdivision and Partition of the Northwest 1/4 of Section 32, Town 7 North, Range 22 East and including the vacated West 10 feet of South 9th Street, being part of the Southwest 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 32, Town 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin

OWNER'S CERTIFICATE

DRAKE ENVIRONMENTAL, INC., a corporation organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, certifies that said corporation caused the land described on this map to be surveyed, divided and mapped as represented on this map in accordance with the requirements of Chapter 119 of the Milwaukee Code of Ordinances

IN consideration of the approval of the map by the Common Council of the City of Milwaukee and in accordance with Chapter 119 of the Milwaukee Code, the undersigned agrees:

- A That all utility lines to provide electric power and telephone service and cable television or communications systems lines or cables to all lots in the Certified Survey Map shall be installed underground in easements provided therefore, where feasible

THIS agreement shall be binding on the undersigned and assigns

IN Witness Whereof DRAKE ENVIRONMENTAL, INC has caused these presents to be signed by Michael J. Heide at Milwaukee, WI this 10th day of September, 2004

In the presence of

DRAKE ENVIRONMENTAL, INC

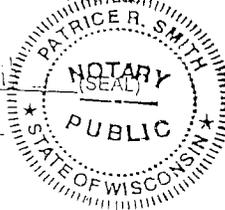
Patrice R. Smith

Michael J. Heide

STATE OF WISCONSIN)
MILWAUKEE COUNTY) SS

PERSONALLY came before me this 10th day of September, 2004, Michael J. Heide of DRAKE ENVIRONMENTAL, INC to me known as the person who executed the foregoing instrument, and to me known to be the officer of corporation, and acknowledged that he executed the foregoing instrument as the deed of the corporation, by its authority

Patrice R. Smith
Notary Public, State of WI
My commission expires 11/11/2007



COMMON COUNCIL CERTIFICATE OF APPROVAL

I certify that this Certified Survey Map was approved under Resolution File No. 2004-11 adopted by the Common Council of the City of Milwaukee on December 21, 2004

Ronald D. Leonhardt
RONALD D. LEONHARDT, CITY CLERK

Tom Barrett
TOM BARRETT, MAYOR

THIS INSTRUMENT WAS DRAFTED BY DONALD C. CHAPUT,
REGISTERED LAND SURVEYOR S-1316

Sheet 4 of 4 Sheets

Grantor: Blackhawk Development, LLC, a Wisconsin limited liability company
Grantee: Drake Environmental, Inc., a Wisconsin corporation

EXHIBIT A
To Warranty Deed

Legal Description

That part of Lot 5 in Subdivision and Partition of the Northwest 1/4 of Section 32, Town 7 North, Range 22 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin, bounded and described as follows:

Commencing on the North line of West Bruce Street, 780.48 feet East of the West line of said 1/4 Section, said point being on the East line of South 11th Street; thence East along the North line of West Bruce Street 230 feet; thence North 275 feet to the South established dock line of the Menomonee River and Canal; thence West on said dock line 230 feet; thence South 275 feet on the East line of South 11th Street, to place of commencement.

For information purposes only:

Parcel identification number: 427-0424-000-1

Street address: 1038 West Bruce Street

STATE BAR OF WISCONSIN FORM 6- 2000
SPECIAL WARRANTY DEED

Document Number

DOC. #
08828073

REGISTER'S OFFICE | SS
Milwaukee County, WI

RECORDED AT 01:55PM

07/22/2004

JOHN LA FAVE
REGISTER OF DEEDS

AMOUNT: 13.00

Recording Area

Name and Return Address
Jeff Bretzmann
Blackhawk Development, LLC
6980 N. Teutonia Avenue
Milwaukee, WI 53209

427-0424-1; 427-0423-6; 427-0421-5
Parcel Identification Number (PIN)

This is not _____ homestead property.
(is) (is not)

This Deed, made between Blackhawk Leather, LLC and Everett Smith Group, Ltd.

and Blackhawk Development, LLC

Grantor, for a valuable consideration, conveys to Grantee the following described real estate in Milwaukee County, State of Wisconsin (the "Property") (if more space is needed, please attach addendum):

See Exhibit A

This Deed is given in satisfaction of that certain Land Contract dated September 24, 2004 and recorded as Document No. 8642531

FEE
77.25 (17)
EXEMPT

Together with all appurtenant rights, title and interests.

Grantor warrants that the title to the Property is good, indefeasible in fee simple and free and clear of encumbrances, arising by, through or under Grantor, except items disclosed in Schedule B-II to that certain title insurance commitment prepared by Chicago Title Insurance Company dated effective July 30, 2003, Commitment Number 1149489.

Dated this 20th day of July, 2004.

* _____ (SEAL)

* _____ (SEAL)

EVERETT SMITH GROUP, LTD. and
BLACKHAWK LEATHER, LLC

By: Steven J. Hartung (SEAL)
* Steven J. Hartung, Vice President

* _____ (SEAL)

AUTHENTICATION

Signature(s) _____

authenticated this _____ day of _____

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, _____
authorized by § 706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY

Jeff Bretzmann

Signatures may be authenticated or acknowledged. Both are not necessary.

ACKNOWLEDGMENT

State of Wisconsin,

Milwaukee County, } ss.

Personally came before me this 20th day of
July, 2004, the above named

Steven J. Hartung

to me known to be the person _____ who executed the foregoing instrument and acknowledge the same.

Marita J. Samuels
* Marita J. Samuels
Notary Public, State of Wisconsin

My commission is permanent. (If not, state expiration date:
April 27, 2008)

GRANTOR: BLACKHAWK LEATHER, LLC, a Wisconsin limited liability company

GRANTOR: EVERETT SMITH GROUP, LTD. TAX ID NUMBER _____

GRANTEE: BLACKHAWK ^{Development} LLC, a Wisconsin limited liability company

SM

LEGAL DESCRIPTION

PARCEL A:

That part of Lot 5 in Subdivision and Partition of the Northwest 1/4 of Section 32, Town 7 North, Range 22 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin, bounded and described as follows:
Commencing on the North line of West Bruce Street, 780.48 feet East of the West line of said 1/4 Section, said point being on the East line of South 11th Street; thence East along the North line of West Bruce Street 230 feet; thence North 275 feet to the South established dock line of the Menomonee River and Canal; thence West on said dock line 230 feet; thence South 275 feet on the East line of South 11th Street, to place of commencement.

Tax Key No. 427-0424-1

ADDRESS: 1038 West Bruce Street

PARCEL B:

That part of Lot 5 in Subdivision and Partition of the Northwest 1/4 of Section 32, Town 7 North, Range 22 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin, bounded and described as follows:
Commencing at a point in the Northwest 1/4 of Section 32 abovesaid on the North line of West Bruce Street, 1010.48 feet East of the West line of said 1/4 Section; thence East along the North line of said Street 200; thence North 275 feet to a point in the South established Dock line of the Menomonee River and Canal; thence Westerly on said dock line 200 feet; thence South 275 feet to the place of commencement.

Tax Key No. 427-0423-6

ADDRESS: 1000 West Bruce Street

PARCEL C:

Part of Lots 5 and 6 in the Subdivision and Partition of the Northwest 1/4 of Section 32, Town 7 North, Range 22 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin, bounded and described as follows:
Commencing at a point ascertained by first locating a point in the North line of West Bruce Street which is 1347.36 feet East of the West line of said 1/4 Section, said point being 120.0 feet West of the newly established West line of South 9th Street, said West line being now situated 10.0 feet East of the said line as originally platted in P. McMartin's Subdivision and recorded in Volume 2 of Plats on Page 43, and going thence North and parallel to the newly established line of South 9th Street 86.0 feet to the point of beginning; thence East and parallel to the North line of West Bruce Street 120.0 feet to a point in the newly established West line of South 9th Street; thence North along said West line 189.0 feet to a point on the South established dock line of the Menomonee River and Canal; thence West on said Dock line 120.0 feet to a point; thence South 189.0 feet to the point of beginning.

Part of Tax Key No. 427-0421-5

ADDRESS: 920 West Bruce Street

PARCEL D:

All that part of Lots 5 and 6 in Subdivision and Partition of the Northwest 1/4 of Section 32, Town 7 North, Range 22 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin, bounded and described as follows:

Commencing at a point in the North line of West Bruce Street which is 1210.48 feet East of the West line of said 1/4 Section; thence East along the North line of said Street 136.88 feet to a point, said point being 120.0 feet West of the newly established West line of South 9th Street, said West line being now situated 10.0 feet East of the said line as originally platted in P. McMartin's subdivision and recorded in Volume 2 of Plats on Page 43; thence North and parallel to the newly established line of South 9th Street 275.0 feet to a point on the South established dock line of the Menomonee River and Canal; thence West on said dock line 136.88 feet to a point; thence South 275.00 feet to the point of commencement.

Part of Tax Key No. 427-0421-5

ADDRESS: 920 Bruce Street

STATE BAR OF WISCONSIN FORM 11 - 1982
LAND CONTRACT
Individual and Corporate
(TO BE USED FOR ALL TRANSACTIONS WHERE OVER
\$25,000 IS FINANCED AND IN OTHER NON-CONSUMER ACT
TRANSACTIONS)

Document Number

Contract, by and between Blackhawk Leather, LLC and Everett Smith Group, Ltd.

_____ ("Vendor"),
whether one or more) and Blackhawk Development, LLC

_____ ("Purchaser", whether one or more). Vendor sells and agrees to convey to Purchaser, upon the prompt and full performance of this contract by Purchaser, the following property, together with the rents, profits, fixtures and other appurtenant interests (all called the "Property"), in Milwaukee County, State of Wisconsin:

See Exhibit A

Recording Area

Name and Return Address

Mike Geiger
Robhart Baumer et al
1000 N. Water Street, Suite 2100
Milwaukee, WI 53202

427-0424-1

427-0423-6

427-0421-5

Parcel Identification Number (PIN)

This is not _____ homestead property.

(is) (is not)

Purchaser agrees to purchase the Property and to pay to Vendor at Milwaukee, Wisconsin the sum of \$ 600,000.00 in the following manner: (a) \$ 50,000.00 at the execution of this Contract; and (b) the balance of \$ 550,000.00, together with interest from date hereof on the balance outstanding from time to time at the rate of 7% (seven) per cent per annum until paid in full, as follows:

See payment schedule attached as Exhibit B.

Provided, however, the entire outstanding balance shall be paid in full on or before the 15th day of ~~September~~ October, 2006 (maturity date).

Following any default in payment, interest shall accrue at the rate of 12% (twelve percent) per annum on the entire amount in default (which shall include, without limitation, delinquent interest and, upon acceleration or maturity, the entire principal balance).

Purchaser, unless excused by Vendor, agrees to pay monthly to Vendor amounts sufficient to pay reasonably anticipated annual taxes, special assessments, fire and required insurance premiums when due. To the extent received by Vendor, Vendor agrees to apply payments to these obligations when due. Such amounts received by the Vendor for payment of taxes, assessments and insurance will be deposited into an escrow fund or trustee account, but shall not bear interest unless otherwise required by law.

Payments shall be applied first to interest on the unpaid balance at the rate specified and then to principal. Any amount may be prepaid without premium or fee upon principal at any time..after _____, _____ (OR) there may be no prepayment of principal without permission of Vendor.*

In the event of any prepayment, this contract shall not be treated as in default with respect to payment so long as the unpaid balance of principal, and interest (and in such case accruing interest from month to month shall be treated as unpaid principal) is less than the amount that said indebtedness would have been had the monthly payments been made as first specified above; provided that monthly payments shall be continued in the event of credit of any proceeds of insurance or condemnation, the condemned premises being thereafter excluded herefrom.

Purchaser states that Purchaser is satisfied with the title as shown by the title evidence submitted to Purchaser for examination. except:

Purchaser agrees to pay the cost of future title evidence. If title evidence is in the form of an abstract, it shall be retained by Vendor until the full purchase price is paid.

Purchaser shall be entitled to take possession of the Property on the date hereof.

*Cross Out One.

Purchaser promises to pay when due all taxes and assessments levied on the Property or upon Vendor's interest in it and to deliver to Vendor on demand receipts showing such payment.

Purchaser shall keep the improvements on the Property insured against loss or damage occasioned by fire, extended coverage perils and such other hazards as Vendor may require, without co-insurance, through insurers approved by Vendor, in the sum of \$ 600,000.00, but Vendor shall not require coverage in an amount more than the balance owed under this Contract. Purchaser shall pay the insurance premiums when due. The policies shall contain the standard clause in favor of the Vendor's interest and, unless Vendor otherwise agrees in writing, the original of all policies covering the Property shall be deposited with Vendor. Purchaser shall promptly give notice of loss to insurance companies and Vendor. Unless Purchaser and Vendor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided the Vendor deems the restoration or repair to be economically feasible.

Purchaser covenants not to commit waste nor allow waste to be committed on the Property, to keep the Property in good tenable condition and repair, to keep the Property free from liens superior to the lien of this Contract, and to comply with all laws, ordinances and regulations affecting the Property. Purchaser may remove the water treatment plant on the Property.

Vendor agrees that in case the purchase price with interest and other moneys shall be fully paid and all conditions shall be fully performed at the times and in the manner above specified, Vendor will on demand, execute and deliver to the Purchaser, a Warranty Deed, in fee simple, of the Property, free and clear of all liens and encumbrances, except any liens or encumbrances created by the act or default of Purchaser, and except: Items disclosed in Schedule B-II to that certain title insurance commitment prepared by Chicago Title Insurance Company dated effective July 30, 2003, Commitment Number 1149489.

Purchaser agrees that time is of the essence and (a) in the event of a default in the payment of any principal or interest which continues for a period of ten (10) days following the specified due date or (b) in the event of a default in performance of any other obligation of Purchaser which continues for a period of ten (10) days following written notice thereof by Vendor (delivered personally or mailed by certified mail), then the entire outstanding balance under this contract shall become immediately due and payable in full, at Vendor's option and without notice (which Purchaser hereby waives), and Vendor shall also have the following rights and remedies (subject to any limitations provided by law) in addition to those provided by law or in equity: (i) Vendor may, at his option, terminate this Contract and Purchaser's rights, title and interest in the Property and recover the Property back through strict foreclosure with any equity of redemption to be conditioned upon Purchaser's full payment of the entire outstanding balance, with interest thereon from the date of default at the rate in effect on such date and other amounts due hereunder (in which event all amounts previously paid by Purchaser shall be forfeited as liquidated damages for failure to fulfill this Contract and as rental for the Property if purchaser fails to redeem); or (ii) Vendor may sue for specific performance of this Contract to compel immediate and full payment of the entire outstanding balance, with interest thereon at the rate in effect on the date of default and other amounts due hereunder, in which event the Property shall be auctioned at judicial sale and Purchaser shall be liable for any deficiency; or (iii) Vendor may sue at law for the entire unpaid purchase price or any portion thereof; or (iv) Vendor may declare this Contract at an end and remove this Contract as a cloud on title in a quiet-title action if the equitable interest of Purchaser is insignificant; and (v) Vendor may have Purchaser ejected from possession of the Property and have a receiver appointed to collect any rents, issues or profits during the pendency of any action under (i), (ii) or (iv) above. Notwithstanding any oral or written statements or actions of Vendor, an election of any of the foregoing remedies shall only be binding upon Vendor if and when pursued in litigation and all costs and expenses including reasonable attorneys fees of Vendor incurred to enforce any remedy hereunder (whether abated or not) to the extent not prohibited by law and expenses of title evidence shall be added to principal and paid by Purchaser, as incurred, and shall be included in any judgment.

Upon the commencement or during the pendency of any action of foreclosure of this Contract, Purchaser consents to the appointment of a receiver of the Property, including homestead interest, to collect the rents, issues, and profits of the Property during the pendency of such action, and such rents, issues, and profits when so collected shall be held and applied as the court shall direct.

Purchaser shall not transfer, sell or convey any legal or equitable interest in the Property (by assignment of any of Purchaser's rights under this Contract or by option, long-term lease or in any other way other than leases in the ordinary course of business) without the prior written consent of Vendor unless either the outstanding balance payable under this Contract is first paid in full or the interest conveyed is a pledge or assignment of Purchaser's interest under this Contract solely as security for an indebtedness of Purchaser. In the event of any such transfer, sale or conveyance without Vendor's written consent, the entire outstanding balance payable under this Contract shall become immediately due and payable in full, at Vendor's option without notice.

Vendor shall make all payments when due under any mortgage outstanding against the Property on the date of this Contract (except for any mortgage granted by Purchaser) or under any note secured thereby, provided Purchaser makes timely payment of the amounts then due under this Contract. Purchaser may make any such payments directly to the Mortgagee if Vendor fails to do so and all payments so made by Purchaser shall be considered payments made on this Contract.

Vendor may waive any default without waiving any other subsequent or prior default of Purchaser.

All terms of this Contract shall be binding upon and inure to the benefits of the heirs, legal representatives, successors and assigns of Vendor and Purchaser. (If not an owner of the Property the spouse of Vendor for a valuable consideration joins herein to release homestead rights in the subject Property and agrees to join in the execution of the deed to be made in fulfillment hereof.)

Dated this 24th day of September, 2003

BLACKHAWK DEVELOPMENT, LLC (SEAL)

* By: Michael Frede
Michael Frede, Manager (SEAL)

*

BLACKHAWK LEATHER, LLC (SEAL)

* EVERETT SMITH GROUP, LTD.

By: Steven J. Hartung (SEAL)

* Steven J. Hartung Vice President

AUTHENTICATION

ACKNOWLEDGEMENT

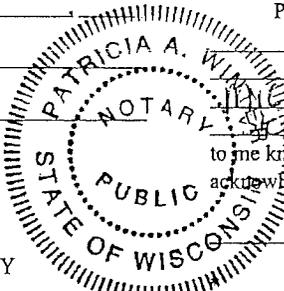
Signature(s) _____

STATE OF WISCONSIN)
Waukesha County,) ss.

authenticated this _____ day of _____

Personally came before me this 24 day of September, 2003 the above named

*
TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by § 706.06, Wis. Stats.)



Michael Frede, manager
Steven J. Hartung, vice president
to me known to be the person[s], who executed the foregoing instrument and acknowledge the same.

Patricia A. Winter
Patricia A. Winter

THIS INSTRUMENT WAS DRAFTED BY

Steven J. Hartung

Notary Public Milwaukee County, Wis.
My Commission is permanent. (If not, state expiration date: June 11, 2005)

(Signatures may be authenticated or acknowledged. Both are not necessary.)

GRANTOR: BLACKHAWK LEATHER, LLC, a Wisconsin limited liability company

GRANTOR: EVERETT SMITH GROUP, LTD. TAX ID NUMBER _____

GRANTEE: BLACKHAWK ^{Development} LLC, a Wisconsin limited liability company

STH
1/10

LEGAL DESCRIPTION

PARCEL A:

That part of Lot 5 in Subdivision and Partition of the Northwest 1/4 of Section 32, Town 7 North, Range 22 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin, bounded and described as follows:
Commencing on the North line of West Bruce Street, 780.48 feet East of the West line of said 1/4 Section, said point being on the East line of South 11th Street; thence East along the North line of West Bruce Street 230 feet; thence North 275 feet to the South established dock line of the Menomonee River and Canal; thence West on said dock line 230 feet; thence South 275 feet on the East line of South 11th Street, to place of commencement.

Tax Key No. 427-0424-1

ADDRESS: 1038 West Bruce Street

PARCEL B:

That part of Lot 5 in Subdivision and Partition of the Northwest 1/4 of Section 32, Town 7 North, Range 22 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin, bounded and described as follows:
Commencing at a point in the Northwest 1/4 of Section 32 aforesaid on the North line of West Bruce Street, 1010.48 feet East of the West line of said 1/4 Section; thence East along the North line of said Street 200; thence North 275 feet to a point in the South established Dock line of the Menomonee River and Canal; thence Westerly on said dock line 200 feet; thence South 275 feet to the place of commencement.

Tax Key No. 427-0423-6

ADDRESS: 1000 West Bruce Street

PARCEL C:

Part of Lots 5 and 6 in the Subdivision and Partition of the Northwest 1/4 of Section 32, Town 7 North, Range 22 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin, bounded and described as follows:
Commencing at a point ascertained by first locating a point in the North line of West Bruce Street which is 1347.36 feet East of the West line of said 1/4 Section, said point being 120.0 feet West of the newly established West line of South 9th Street, said West line being now situated 10.0 feet East of the said line as originally platted in P. McMartin's Subdivision and recorded in Volume 2 of Plats on Page 43, and going thence North and parallel to the newly established line of South 9th Street 86.0 feet to the point of beginning; thence East and parallel to the North line of West Bruce Street 120.0 feet to a point in the newly established West line of South 9th Street; thence North along said West line 189.0 feet to a point on the South established dock line of the Menomonee River and Canal; thence West on said Dock line 120.0 feet to a point; thence South 189.0 feet to the point of beginning.

Part of Tax Key No. 427-0421-5

ADDRESS: 920 West Bruce Street

PARCEL D:

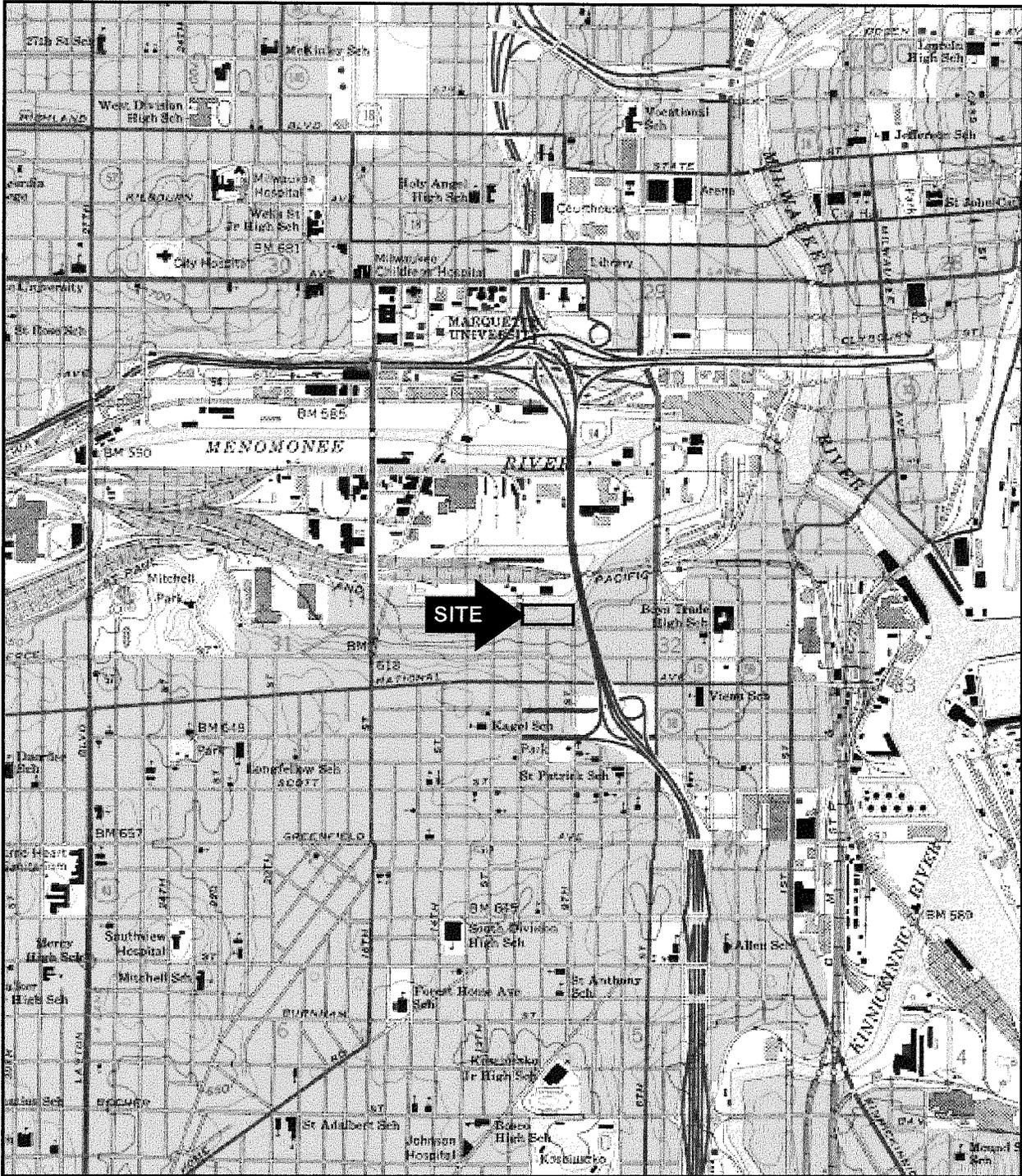
All that part of Lots 5 and 6 in Subdivision and Partition of the Northwest 1/4 of Section 32, Town 7 North, Range 22 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin, bounded and described as follows:

Commencing at a point in the North line of West Bruce Street which is 1210.48 feet East of the West line of said 1/4 Section; thence East along the North line of said Street 136.88 feet to a point, said point being 120.0 feet West of the newly established West line of South 9th Street, said West line being now situated 10.0 feet East of the said line as originally platted in P. McMartin's subdivision and recorded in Volume 2 of Plats on Page 43; thence North and parallel to the newly established line of South 9th Street 275.0 feet to a point on the South established dock line of the Menomonee River and Canal; thence West on said dock line 136.88 feet to a point; thence South 275.00 feet to the point of commencement.

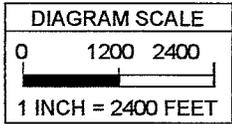
Part of Tax Key No. 427-0421-5

ADDRESS: 920 Bruce Street

STH
MR



MILWAUKEE - WISCONSIN
 USGS 7.5 MINUTE QUADRANGLE MAP
 CREATED 1958, PHOTOREVISED 1971
 SW 1/4 NW 1/4 SEC 32 T7N R22E



FORMER BLACKHAWK TANNERY
 MILWAUKEE, WISCONSIN

PROJECT NO: J02159	PM: JAH
DRAWN BY: AKW	DATE: 2/28/03
CHKD BY: JAH	DATE: 3/31/03
APRVD BY: JAH	DATE: 4/1/03

VICINITY
 DIAGRAM

FIGURE
 1

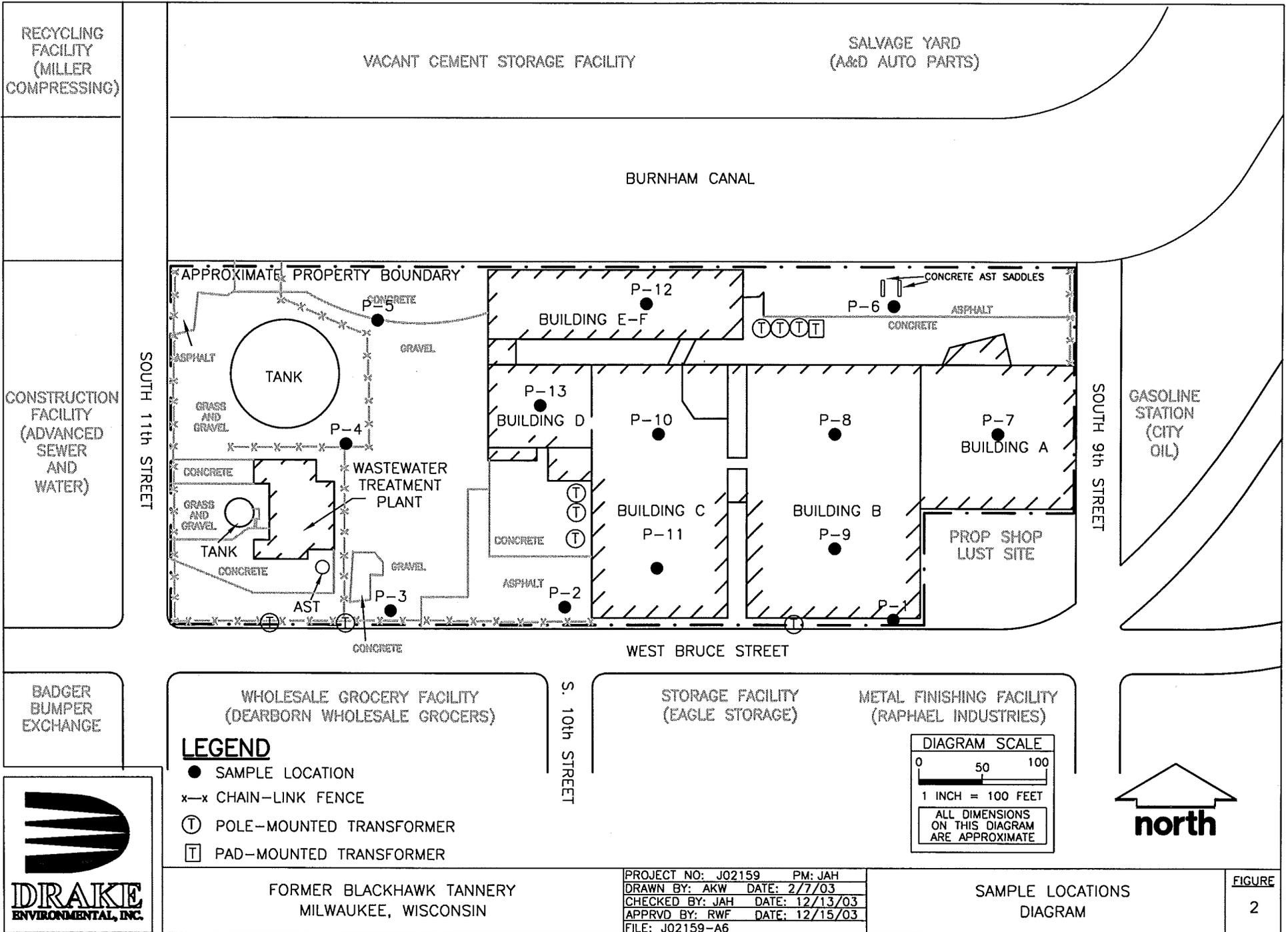


TABLE 1 (page 1 of 4)
Soil Sample Analytical Results
Former Blackhawk Tannery Property
Milwaukee, Wisconsin

Analytical Parameter	P-1	P-1	P-2	P-2	P-3	P-3	P-4	P-4	P-5	P-5	NR 720 Generic RCL
	2'-4' bgs	6'-8' bgs									
GRO (ppm)	<5.70	<6.24	<5.65	<6.07	<5.62	<6.02	<5.64	<5.93	<5.35	<5.44	250
DRO (ppm)	<5.70	<6.24	7.39	<6.07	6.41	<6.02	208	6.12	10.6	<5.44	250
VOCs (ppb)											
Benzene	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	5.5
Bromobenzene	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	NS
Bromodichloromethane	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	NS
n-Butylbenzene	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	NS
sec-Butylbenzene	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	NS
tert-Butylbenzene	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	NS
Carbon tetrachloride	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	NS
Chlorobenzene	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	NS
Chloroethane	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	NS
Chloroform	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	NS
Chloromethane	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	NS
2-Chlorotoluene	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	NS
4-Chlorotoluene	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	NS
Dibromochloromethane	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	NS
1,2-Dibromo-3-chloropropane	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	NS
1,2-Dibromoethane	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	4.9
1,2-Dichlorobenzene	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	NS
1,3-Dichlorobenzene	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	NS
1,4-Dichlorobenzene	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	NS
Dichlorodifluoromethane	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	NS
1,1-Dichloroethane	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	NS
1,2-Dichloroethane	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	NS
1,1-Dichloroethene	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	NS
cis-1,2-Dichloroethene	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	NS
trans-1,2-Dichloroethene	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	NS
1,2-Dichloropropane	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	NS
1,3-Dichloropropane	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	NS
2,2-Dichloropropane	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	NS
Di-isopropyl ether	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	NS
Ethylbenzene	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	2,900
Hexachlorobutadiene	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	NS
Isopropylbenzene	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	NS
p-Isopropyltoluene	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	NS
Methylene chloride	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	NS
Methyl tert-butyl ether	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	NS
Naphthalene	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	150	<25.0	<25.0	<25.0	NS

TABLE 1 (page 2 of 4)
Soil Sample Analytical Results
Former Blackhawk Tannery Property
Milwaukee, Wisconsin

Analytical Parameter	P-1	P-1	P-2	P-2	P-3	P-3	P-4	P-4	P-5	P-5	NR 720 Generic RCL
	2'-4' bgs	6'-8' bgs									
n-Propylbenzene	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	NS
1,1,2,2-Tetrachloroethane	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	NS
Tetrachloroethene	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	NS
Toluene	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	1,500
1,2,3-Trichlorobenzene	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	NS
1,2,4-Trichlorobenzene	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	NS
1,1,1-Trichloroethane	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	NS
1,1,2-Trichloroethane	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	NS
Trichloroethene	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	NS
Trichlorofluoromethane	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	NS
Trimethylbenzenes	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	NS
Vinyl chloride	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	NS
Total xylenes	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	4,100
RCRA Metals (ppm)											
Arsenic	<2.85	<3.12	<2.82	<3.03	<2.81	<3.01	<2.82	<2.97	<2.68	<2.72	1.6
Barium	33.4	<31.2	57.0	<30.3	<28.1	32.9	66.7	<29.7	31.2	<27.2	NS
Cadmium	<0.570	<0.624	<0.565	<0.607	<0.562	<0.602	<0.564	<0.593	<0.535	<0.543	510
Chromium	18.0	7.79	13.3	5.07	4.00	9.74	4.20	4.24	17.4	6.62	200
Lead	5.05	4.42	7.43	2.47	19.2	5.64	175	2.36	154	19.7	500
Selenium	<2.85	<3.12	<2.82	<3.03	<2.81	<3.01	<2.82	<2.97	<2.68	<2.72	NS
Silver	<2.85	<3.12	<2.82	<3.03	<2.81	<3.01	<2.82	<2.97	<2.68	<2.72	NS
Mercury	<0.0456	<0.0499	<0.0452	<0.0485	<0.0450	<0.0482	<0.0451	<0.0474	<0.0428	<0.0435	NS

TABLE 1 (page 3 of 4)
Soil Sample Analytical Results
Former Blackhawk Tannery Property
Milwaukee, Wisconsin

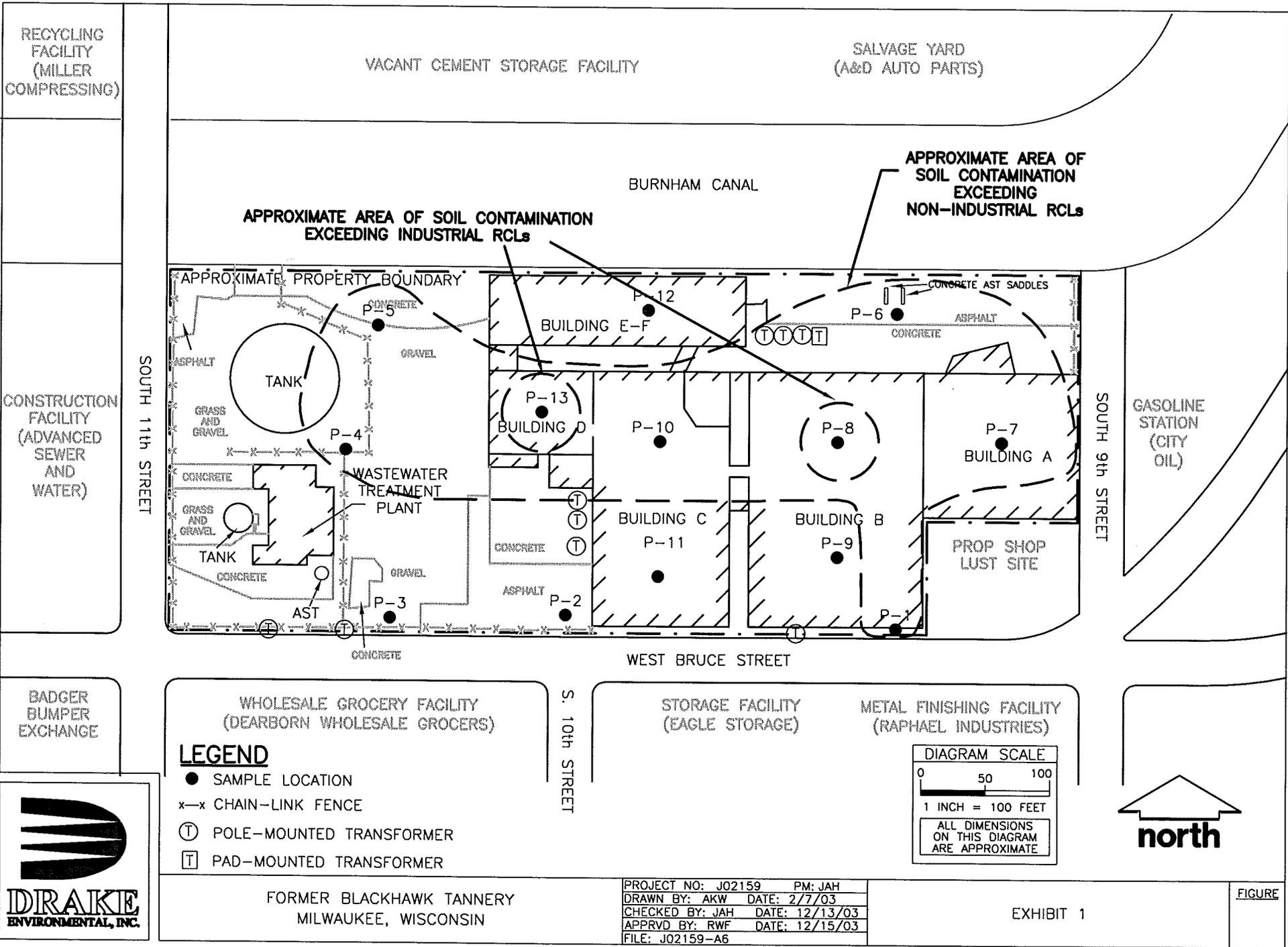
Analytical Parameter	P-6	P-6	P-7	P-7	P-8	P-9	P-10	P-11	P-12	P-13	NR 720 Generic RCL
	2'-4' bgs	6'-8' bgs	2'-4' bgs	6'-8' bgs	2'-4' bgs	2'-4' bgs	2'-4' bgs	2'-4' bgs	4'-6' bgs	2'-4' bgs	
GRO (ppm)	<6.03	<6.27	<5.42	<5.21	<7.59	<5.61	<5.97	<5.55	<6.34	<7.59	250
DRO (ppm)	23.9	39.3	58.0	35.9	40.1	133	<5.97	<5.55	36.9	3,660	250
VOCs (ppb)											
Benzene	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	5.5
Bromobenzene	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	NS
Bromodichloromethane	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	NS
n-Butylbenzene	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	NS
sec-Butylbenzene	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	NS
tert-Butylbenzene	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	NS
Carbon tetrachloride	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	NS
Chlorobenzene	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	NS
Chloroethane	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	NS
Chloroform	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	NS
Chloromethane	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	NS
2-Chlorotoluene	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	NS
4-Chlorotoluene	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	NS
Dibromochloromethane	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	NS
1,2-Dibromo-3-chloropropane	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	NS
1,2-Dibromoethane	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	4.9
1,2-Dichlorobenzene	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	NS
1,3-Dichlorobenzene	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	NS
1,4-Dichlorobenzene	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	NS
Dichlorodifluoromethane	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	NS
1,1-Dichloroethane	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	NS
1,2-Dichloroethane	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	NS
1,1-Dichloroethene	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	NS
cis-1,2-Dichloroethene	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	NS
trans-1,2-Dichloroethene	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	NS
1,2-Dichloropropane	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	NS
1,3-Dichloropropane	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	NS
2,2-Dichloropropane	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	NS
Di-isopropyl ether	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	NS
Ethylbenzene	<25.0	<25.0	30.4	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	2,900
Hexachlorobutadiene	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	NS
Isopropylbenzene	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	NS
p-Isopropyltoluene	<25.0	<25.0	27.8	<25.0	<25.0	506	<25.0	<25.0	<25.0	<25.0	NS
Methylene chloride	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	NS
Methyl tert-butyl ether	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	NS
Naphthalene	115	89.5	156	56.6	<25.0	130	90.4	<25.0	<25.0	<25.0	NS

TABLE 1 (page 4 of 4)
Soil Sample Analytical Results
Former Blackhawk Tannery Property
Milwaukee, Wisconsin

Analytical Parameter	P-6 2'-4' bgs	P-6 6'-8' bgs	P-7 2'-4' bgs	P-7 6'-8' bgs	P-8 2'-4' bgs	P-9 2'-4' bgs	P-10 2'-4' bgs	P-11 2'-4' bgs	P-12 4'-64 bgs	P-13 2'-4' bgs	NR 720 Generic RCL
n-Propylbenzene	<25.0	<25.0	<25.0	<25.0	<25.0	72.0	<25.0	<25.0	<25.0	<25.0	NS
1,1,2,2-Tetrachloroethane	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	NS
Tetrachloroethene	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	NS
Toluene	55.3	<25.0	49.3	<25.0	<25.0	70.2	35.9	<25.0	<25.0	<25.0	1,500
1,2,3-Trichlorobenzene	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	NS
1,2,4-Trichlorobenzene	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	NS
1,1,1-Trichloroethane	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	NS
1,1,2-Trichloroethane	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	NS
Trichloroethene	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	NS
Trichlorofluoromethane	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	NS
Trimethylbenzenes	<25.0	<25.0	99.9	<25.0	<25.0	56.0	<25.0	<25.0	<25.0	<25.0	NS
Vinyl chloride	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	NS
Total xylenes	39.3	<25.0	172	<25.0	<25.0	183	<25.0	<25.0	<25.0	<25.0	4,100
RCRA Metals (ppm)											
Arsenic	<3.02	<3.14	<2.71	<2.60	7.21	<2.80	<2.99	<2.78	<3.17	<3.79	1.6
Barium	108	133	132	51.2	420	<28.0	35.9	<27.8	54.8	697	NS
Cadmium	<0.603	<0.627	1.57	<0.521	<0.759	<0.561	<0.597	<0.566	<0.634	<0.759	510
Chromium	31.1	49.5	19.2	14.7	18.1	10.1	15.6	4.67	7.00	2.47	200
Lead	86.5	153	373	51.9	232	5.15	5.65	1.75	25.2	39,100	500
Selenium	<3.02	<3.14	<2.71	<2.60	<3.79	<2.80	<2.99	<2.78	<3.17	<3.79	NS
Silver	<3.02	<3.14	<2.71	<2.60	<3.79	<2.80	<2.99	<2.78	<3.17	6.77	NS
Mercury	0.180	0.110	<0.0394	<0.0417	0.0696	<0.0408	<0.0478	<0.0444	0.0631	1.41	NS

Data Table Abbreviations

ppm	parts per million
ppb	parts per billion
GRO	gasoline range organics
DRO	diesel range organics
PVOCs	petroleum volatile organic compounds
VOCs	volatile organic compounds
PAHs	polynuclear aromatic hydrocarbons
PCBs	polychlorinated biphenyls
MTBE	methyl tert-butyl ether
TMB	trimethylbenzenes (combined 1,2,4- and 1,3,5-trimethylbenzene)
RCL	residual contaminant level as established in Wisconsin Administrative Code Chapter NR 720
ES	enforcement standard as established in Wisconsin Administrative Code Chapter NR 140
PAL	preventive action limit as established in Wisconsin Administrative Code Chapter NR 140
bold type	concentration exceeds PAL or RCL
<u>bold and underlined type</u>	concentration exceeds ES
NS	no established standard
NM	not measured for indicated parameter
NA	not analyzed for indicated parameter
NR	no recovery for this interval
PID	photoionization detector
iu	instrument units
bgs	below ground surface
DO	dissolved oxygen
mV	millivolts
ORP	oxidation-reduction potential
uS/cm	microSiemens per centimeter
<	less than the specified detection limit



BLACKHAWK DEVELOPMENT, LLC

April 1, 2004

To Whom It May Concern:

I believe that, to the best of my knowledge, the legal description for each property that is within, or partially within, the contaminated site boundary is attached to this letter.

Sincerely,

BLACKHAWK DEVELOPMENT, LLC



Michael D. Frede
Manager

Attachment
J02159K