GIS REGISTRY
Cover Sheet

MAR 2 . 2009

July, 2008
(RR 5367)

Source Property Information

CLOSURE DATE: Feb 27, 2009

BRRTS #: 02-41-552391

FID #: 341166870

ACTIVITY NAME: Midas Automotive Shop

DATCP #:

PROPERTY ADDRESS: 6050 North 91st Street

COMM #:

MUNICIPALITY: Milwaukee

PARCEL ID #: 152-9949-110

***WTM COORDINATES:**

X: **680628** Y: **296909**

** Coordinates are in WTM83, NAD83 (1991)*

WTM COORDINATES REPRESENT:

(•) Approximate Center Of Contaminant Source

( ) Approximate Source Parcel Center

Please check as appropriate: (BRRTS Action Code)

Contaminated Media:

☐ Groundwater Contamination > ES *(236)*

- ☐ Contamination in ROW
- ☐ Off-Source Contamination

*(**note:** for list of off-source properties see "Impacted Off-Source Property")*

☒ Soil Contamination > *RCL or **SSRCL *(232)*

- ☒ Contamination in ROW
- ☐ Off-Source Contamination

*(**note:** for list of off-source properties see "Impacted Off-Source Property")*

Land Use Controls:

☐ Soil: maintain industrial zoning *(220)*

*(**note:** soil contamination concentrations between residential and industrial levels)*

☐ Structural Impediment *(224)*

☒ Site Specific Condition *(228)*

☐ Cover or Barrier *(222)*

*(**note:** maintenance plan for groundwater or direct contact)*

☐ Vapor Mitigation *(226)*

☐ Maintain Liability Exemption *(230)*

*(**note:** local government or economic development corporation)*

Monitoring wells properly abandoned? *(234)*

(•) Yes ( ) No ( ) N/A

** Residual Contaminant Level*
***Site Specific Residual Contaminant Level*

GIS Registry Checklist

Form 4400-245 (R 4/08)

This Adobe Fillable form is intended to provide a list of information that is required for evaluation for case closure. It is to be used in conjunction with Form 4400-202, Case Closure Request. The closure of a case means that the Department has determined that no further response is required at that time based on the information that has been submitted to the Department.

NOTICE: Completion of this form is mandatory for applications for case closure pursuant to ch. 292, Wis. Stats. and ch. NR 726, Wis. Adm. Code, including cases closed under ch. NR 746 and ch. NR 726. The Department will not consider, or act upon your application, unless all applicable sections are completed on this form and the closure fee and any other applicable fees, required under ch. NR 749, Wis. Adm. Code, Table 1 are included. It is not the Department's intention to use any personally identifiable information from this form for any purpose other than reviewing closure requests and determining the need for additional response action. The Department may provide this information to requesters as required by Wisconsin's Open Records law [ss. 19.31 - 19.39, Wis. Stats.].

BRRTS #: 02-41-552391 PARCEL ID #: 152-9949-110

ACTIVITY NAME: Midas Automotive Shop WTM COORDINATES: X: 680628 Y: 296909

CLOSURE DOCUMENTS (the Department adds these items to the final GIS packet for posting on the Registry)

- [x] **Closure Letter**
- [ ] **Maintenance Plan** *(if activity is closed with a land use limitation or condition (land use control) under s. 292.12, Wis. Stats.)*
- [ ] **Conditional Closure Letter**
- [ ] **Certificate of Completion (COC)** for VPLE sites

SOURCE LEGAL DOCUMENTS

- [x] **Deed:** The most recent deed as well as legal descriptions, for the **Source Property** (where the contamination originated). Deeds for other, off-source (off-site) properties are located in the **Notification** section.
  Note: *If a property has been purchased with a land contract and the purchaser has not yet received a deed, a copy of the land contract which includes the legal description shall be submitted instead of the most recent deed. If the property has been inherited, written documentation of the property transfer should be submitted along with the most recent deed.*
- [x] **Certified Survey Map:** A copy of the certified survey map or the relevant section of the recorded plat map *for those properties where the legal description in the most recent deed refers to a certified survey map or a recorded plat map.* (lots on subdivided or platted property (e.g. lot 2 of xyz subdivision)).

  Figure #: CERT-1 **Title: Certified Survey Map**
- [x] **Signed Statement:** A statement signed by the Responsible Party (RP), which states that he or she believes that the attached legal description accurately describes the correct contaminated property.

MAPS (meeting the visual aid requirements of s. NR 716.15(2)(h))

Maps must be no larger than 8.5 x 14 inches unless the map is submitted electronically.

- [x] **Location Map:** A map outlining all properties within the contaminated site boundaries on a U.S.G.S. topographic map or plat map in sufficient detail to permit easy location of all parcels. If groundwater standards are exceeded, include the location of all potable wells within 1200 feet of the site.
  Note: *Due to security reasons municipal wells are not identified on GIS Packet maps. However, the locations of these municipal wells must be identified on Case Closure Request maps.*

  Figure #: A-1 **Title: Site Location Map**
- [x] **Detailed Site Map:** A map that shows all relevant features (buildings, roads, individual property boundaries, contaminant sources, utility lines, monitoring wells and potable wells) within the contaminated area. This map is to show the location of all contaminated public streets, and highway and railroad rights-of-way in relation to the source property and in relation to the boundaries of groundwater contamination exceeding a ch. NR 140 Enforcement Standard (ES), and/or in relation to the boundaries of soil contamination exceeding a Residual Contaminant Level (RCL) or a Site Specific Residual Contaminant Levels (SSRCL) as determined under s. NR 720.09, 720.11 and 720.19.

  Figure #: A-2 **Title: Site Plan**
- [x] **Soil Contamination Contour Map:** For sites closing with residual soil contamination, this map is to show the location of all contaminated soil and a single contour showing the horizontal extent of each area of contiguous residual soil contamination that exceeds a Residual Contaminant Level (RCL) or a Site Specific Residual Contaminant Level (SSRCL)as determined under s. NR 720.09, 720.11 and 720.19.

  Figure #: A-6 **Title: Inferred Area of Residual Soil Impacts Onsite**

BRRTS #: 02-41-552391 ACTIVITY NAME: Midas Automotive Shop

MAPS (continued)

☒ **Geologic Cross-Section Map:** A map showing the source location and vertical extent of residual soil contamination exceeding a Residual Contaminant Level (RCL) or a Site Specific Residual Contaminant Level (SSRCL). If groundwater contamination exceeds a ch. NR 140 Enforcement Standard (ES) when closure is requested, show the source location and vertical extent, water table and piezometric elevations, and locations and elevations of geologic units, bedrock and confining units, if any.

Figure #: A-3 **Title: Hydrogeologic Cross Section A-A'**

Figure #: A-4 **Title: Hydrogeologic Cross Section B-B'**

☐ **Groundwater Isoconcentration Map:** For sites closing with residual groundwater contamination, this map shows the horizontal extent of all groundwater contamination exceeding a ch. NR140 Preventive Action Limit (PAL) and an Enforcement Standard (ES). Indicate the direction and date of groundwater flow, based on the most recent sampling data.
Note: *This is intended to show the total area of contaminated groundwater.*

Figure #: **Title:**

☐ **Groundwater Flow Direction Map:** A map that represents groundwater movement at the site. If the flow direction varies by more then 20° over the history of the site, submit 2 groundwater flow maps showing the maximum variation in flow direction.

Figure #: **Title:**

Figure #: **Title:**

TABLES (meeting the requirements of s. NR 716.15(2)(h)(3))

Tables must be no larger than 8.5 x 14 inches unless the table is submitted electronically. Tables must not contain shading and/or cross-hatching. The use of **BOLD** or *ITALICS* is acceptable.

☒ **Soil Analytical Table:** A table showing remaining soil contamination with analytical results and collection dates.
Note: This is one table of results for the contaminants of concern. Contaminants of concern are those that were found during the site investigation, that remain after remediation. It may be necessary to create a new table to meet this requirement.

Table #: C-1 **Title: Soil Analytical Results**

☐ **Groundwater Analytical Table:** Table(s) that show the most recent analytical results and collection dates, for all monitoring wells and any potable wells for which samples have been collected.

Table #: **Title:**

☐ **Water Level Elevations:** Table(s) that show the previous four (at minimum) water level elevation measurements/dates from all monitoring wells. If present, free product is to be noted on the table.

Table #: **Title:**

IMPROPERLY ABANDONED MONITORING WELLS

For each monitoring well not properly abandoned according to requirements of s. NR 141.25 include the following documents.
Note: *If the site is being listed on the GIS Registry for only an improperly abandoned monitoring well you will only need to submit the documents in this section for the GIS Registry Packet.*

☒ **Not Applicable**

☐ **Site Location Map:** A map showing all surveyed monitoring wells with specific identification of the monitoring wells which have not been properly abandoned.
Note: *If the applicable monitoring wells are distinctly identified on the Detailed Site Map this Site Location Map is not needed.*

Figure #: **Title:**

☐ **Well Construction Report:** Form 4440-113A for the applicable monitoring wells.

☐ **Deed:** The most recent deed as well as legal descriptions for each property where a monitoring well was not properly abandoned.

☐ **Notification Letter:** Copy of the notification letter to the affected property owner(s).

BRRTS #: 02-41-552391 ACTIVITY NAME: Midas Automotive Shop

NOTIFICATIONS

Source Property

☐ **Letter To Current Source Property Owner:** If the source property is owned by someone other than the person who is applying for case closure, include a copy of the letter notifying the current owner of the source property that case closure has been requested.

☐ **Return Receipt/Signature Confirmation:** Written proof of date on which confirmation was received for notifying current source property owner.

Off-Source Property

Group the following information per individual property and label each group according to alphabetic listing on the "Impacted Off-Source Property" attachment.

☐ **Letter To "Off-Source" Property Owners:** Copies of all letters sent by the Responsible Party (RP) to owners of properties with groundwater exceeding an Enforcement Standard (ES), and to owners of properties that will be affected by a land use control under s. 292.12, Wis. Stats.
Note: *Letters sent to off-source properties regarding residual contamination must contain standard provisions in Appendix A of ch. NR 726.*

Number of "Off-Source" Letters:

☐ **Return Receipt/Signature Confirmation:** Written proof of date on which confirmation was received for notifying any off-source property owner.

☐ **Deed of "Off-Source" Property:** The most recent deed(s) as well as legal descriptions, for all affected deeded **off-source property(ies).** This does not apply to right-of-ways.
Note: *If a property has been purchased with a land contract and the purchaser has not yet received a deed, a copy of the land contract which includes the legal description shall be submitted instead of the most recent deed. If the property has been inherited, written documentation of the property transfer should be submitted along with the most recent deed.*

☒ **Letter To "Governmental Unit/Right-Of-Way" Owners:** Copies of all letters sent by the Responsible Party (RP) to a city, village, municipality, state agency or any other entity responsible for maintenance of a public street, highway, or railroad right-of-way, within or partially within the contaminated area, for contamination exceeding a groundwater Enforcement Standard (ES) and/or soil exceeding a Residual Contaminant Level (RCL) or a Site Specific Residual Contaminant Level (SSRCL).

Number of "Governmental Unit/Right-Of-Way Owner" Letters: 1

State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

Jim Doyle, Governor
Matthew J. Frank, Secretary
Gloria L. McCutcheon, Regional Director

Southeast Region Headquarters
2300 N. Dr. Martin Luther King, Jr. Drive
Milwaukee, Wisconsin 53212-3128
FAX 414-263-8606
Telephone 414-263-8500
TTY Access via relay - 711

February 27, 2009

Erin East, Inc.
Attn: Peter Houser
940 Hennepin Avenue
Minneapolis, MN 55414

Subject: Final Case Closure with Land Use Limitations or Conditions for the Midas Automotive Shop, 6050 North 91st Street, Milwaukee, WI

FID: 341166870
BRRTS: 02-41-552391

Dear Mr. Houser:

On February 27, 2009, the Wisconsin Department of Natural Resources ("the Department") reviewed the above referenced case for closure. This Department reviews environmental remediation cases for compliance with state laws and standards to maintain consistency in the closure of these cases. On February 18, 2009, the Department received the Case Summary and Request for Closure document dated February 17, 2009.

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.

GIS Registry

The conditions of case closure set out below in this letter require that your site be listed on the Remediation and Redevelopment Program's GIS Registry. The specific reasons are summarized below:

- Residual soil contamination exists that must be properly managed should it be excavated or removed

- If a structural impediment that obstructs a complete site investigation or cleanup is removed or modified, additional environmental work must be completed

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 the RR Sites Map page at 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://dnr.wi.gov/org/water/dwq/3300254.pdf or at the web address listed above for the GIS Registry.

Closure Conditions

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.

Remaining Residual Soil Contamination

Residual soil contamination remains in the area indicated by the enclosed map, Figure A-6, as indicated in the information submitted to the Department of Natural Resources. If soil in the specific locations described above is excavated in the future, then pursuant to ch. NR 718 or, if applicable, ch. 289, Stats., and chs. 500 to 536, 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 standards 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 to prevent a direct contact health threat to humans.

Structural Impediments

Structural impediments existing at the time of cleanup, the current site building, made complete investigation of the soil contamination on this property impracticable. Pursuant to s. 292.12(2)(b), Wis. Stats., if the structural impediments on this property that are described above are removed, the property owner shall conduct an investigation of the degree and extent of PAH contamination. If contamination is found at that time, the Wisconsin Department of Natural Resources shall be immediately notified and the contamination shall be properly remediated in accordance with applicable statutes and rules. If soil in the specific locations described above is excavated, 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.

Vapor Migration

In addition, depending on site-specific conditions, construction over contaminated materials may result in vapor migration into enclosed structures or migration along newly placed underground utility lines. The potential for vapor inhalation and mitigation should be evaluated when planning any future

redevelopment, and measures should be taken to ensure the continued protection of public health, safety, welfare and the environment at the site.

Please be aware that this 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 the environment.

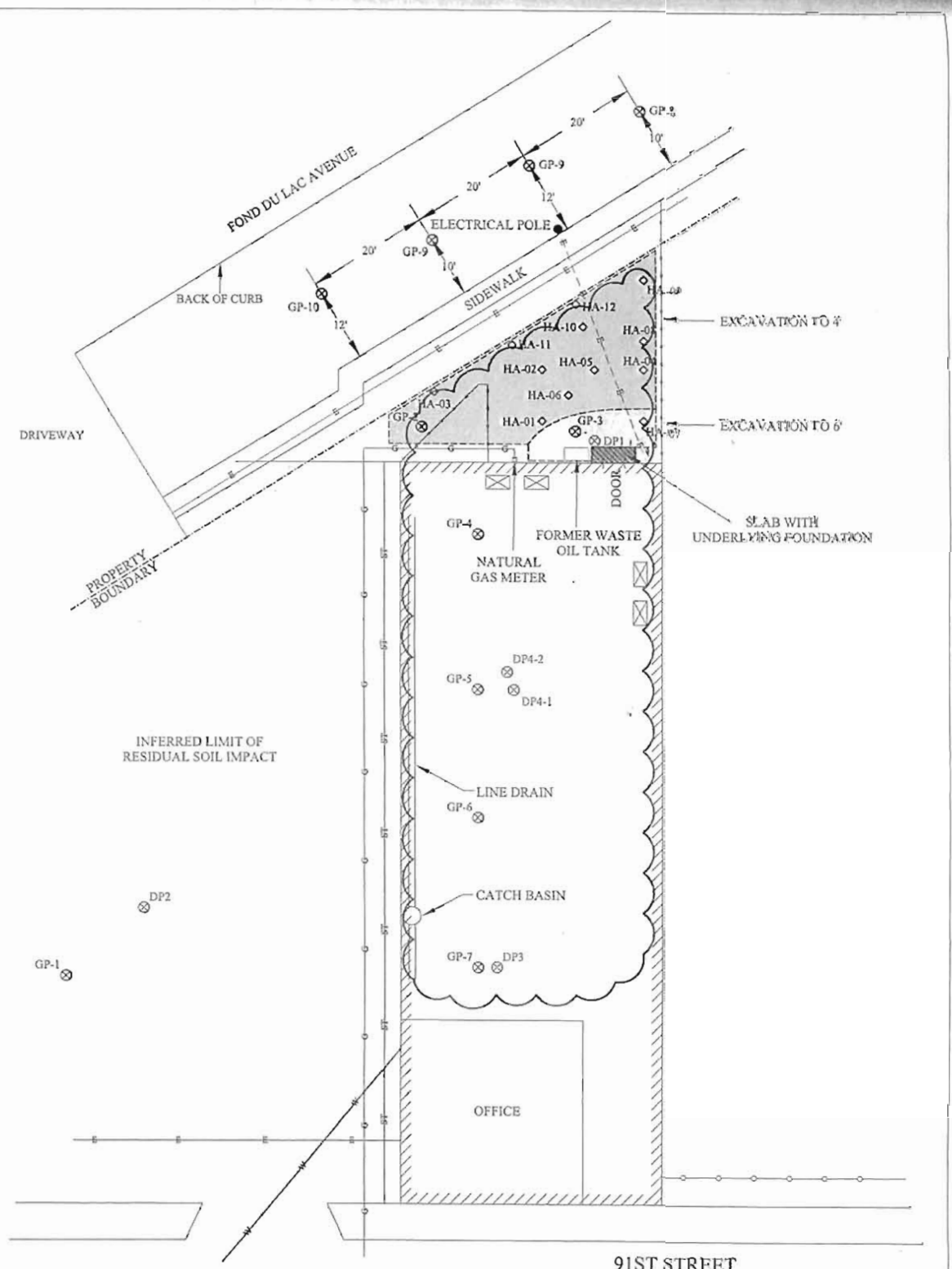
The Department appreciates the actions you have taken to investigate and remediate the contamination at this site. If you have any questions or comments, please feel free to contact John J. Hnat at the above address or at (414) 263-8644. Please refer to the FID number at the top of this letter in any future correspondence. Future correspondence should be sent directly to the Remediation and Redevelopment Program Assistant Vicky Stovall (414-263-8688) at the above address.

Sincerely,

James A. Schmidt
Southeast Region
Remediation and Redevelopment Team Supervisor

Enclosure: Inferred Area of Residual Soil Impacts On Site, Figure A-6

C: Mark Borucki, GZE GeoEnvironmental
WDNR SER Files



LEGEND

- BUILDING FOOTPRINT
- PROPERTY BOUNDARY
- FENCE
- SUBSURFACE ELECTRIC LINE
- OVERHEAD ELECTRIC LINE
- GAS MAIN
- STORM SEWER
- WATER MAIN
- ABOVE GROUND STORAGE TANK
- ELECTRICAL POWER POLE
- EXCAVATION AREA
- EXCAVATION TO 4'
- EXCAVATION TO 6'
- DP4-1 PREVIOUS GEOPROBE BORING BY BT²
- GP-7 GZA GEOPROBE BORING
- HA-06 GZA HAND-AUGERED BORING
- INFERRED LIMIT OF RESIDUAL SOIL IMPACT

N

0 8' 16' 32'
SCALE IN FEET

NO.	ISSUE/DESCRIPTION	BY	DATE

INFERRED AREA OF RESIDUAL SOIL IMPACTS ON SITE

MIDAS STORE
6050 N. 91ST STREET
MILWAUKEE, WISCONSIN

PREPARED BY: GZA GeoEnvironmental, Inc. Engineers and Scientists
20900 SWENSON DRIVE, SUITE 150
WAUKESHA, WISCONSIN 53186
(262) 794-2000

PREPARED FOR:

PROJ MGR:	MKB	REVIEWED BY:	MKB	CHECKED BY:	MKB
DESIGNED BY:	MKB	DRAWN BY:	JMH	SCALE:	
DATE 2/10/09		PROJECT NO. 20.0152068		REVISION NO.	

FIGURE A-6
SHEET NO.

UNLESS SPECIFICALLY STATED BY WRITTEN AGREEMENT, THIS DRAWING IS THE SOLE PROPERTY OF GZA GEOENVIRONMENTAL, INC. (GZA). THE INFORMATION SHOWN ON THE DRAWING IS SOLELY FOR USE BY GZA'S CLIENT OR THE CLIENT'S DESIGNATED REPRESENTATIVE FOR THE SPECIFIC PROJECT AND LOCATION IDENTIFIED ON THE DRAWING. THE DRAWING SHALL NOT BE TRANSFERRED, REUSED, COPIED, OR ALTERED IN ANY MANNER FOR USE AT ANY OTHER LOCATION OR FOR ANY OTHER PURPOSE WITHOUT THE PRIOR WRITTEN CONSENT OF GZA. ANY TRANSFER, REUSE, OR MODIFICATION TO THE DRAWING BY THE CLIENT OR OTHERS, WITHOUT THE PRIOR WRITTEN EXPRESS CONSENT OF GZA, WILL BE AT THE USER'S SOLE RISK AND WITHOUT ANY RISK OR LIABILITY TO GZA.

©2008 - GZA GeoEnvironmental, Inc. GZA-J:\152000to152099\152068\Task 3 - 91st Street\DRAWINGS\AutoCAD\FIGURE 2.dwg [A-6] February 12, 2009 - 5:05pm justin.hegarty

526 1424

SHEET 2 OF 4

R & S REALTY COMPANY CERTIFIED SURVEY MAP NO. _____
TAX KEY NO. 152-9949-110
BEING A PART OF THE SW 1/4 OF THE NW 1/4 OF SECTION 28, T 8 N, R 21 E, IN THE CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN.

SURVEYOR'S AFFIDAVIT

STATE OF WISCONSIN]
:
MILWAUKEE COUNTY[

I, KENNETH E. BERKE, registered surveyor, being first duly sworn, on oath hereby depose and say:

THAT I have surveyed, divided and mapped a part of the SW 1/4 of the NW 1/4 of Section 28, T 8 N, R 21 E, in the City of Milwaukee, Milwaukee County, Wisconsin bounded and described as follows:

Commencing at the Southwest corner of said 1/4 Section; thence due North along the West line of said 1/4 Section 240.92 ft. to a point thence North 88° 19' 30" East 55.02 ft. to a point in the East line of North 91st Street [as now laid out] which is the point of beginning of the land to be described; thence due North along the East line of North 91st Street 251.80 ft. to a point; thence South 45° 12' 40" East along the Southwesterly line of West Fond du Lac Avenue [as now laid out] 347.20 ft. to a point; thence South 88° 19' 30" West 246.51 ft. to the point of beginning.

THAT I have made such survey, land division and map by the direction of R & S REALTY COMPANY, owner of said land.

THAT such 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 the provisions of Chapter 236 of the Wisconsin Statutes and Chapter 9 of the Milwaukee Code of Ordinances in surveying, dividing and mapping the same.

Subscribed and sworn to before me this
[illegible] day of [illegible], 1969

Irene M Metzger, Notary Public
State of Wisconsin
My Commission Expires August 23, 1970

Kenneth E Berke [SEAL]
Kenneth E Berke, Registered
Wisconsin Land Surveyor S 107

OWNER'S CERTIFICATE

AS OWNER, I hereby certify that I have caused the land described on this map to be surveyed, divided, mapped and dedicated as represented on this map in accordance with the requirements of Section 9-8.5 of the City of Milwaukee Code of Ordinances.

We also certify that this map is required by Section 236.10 of the Wisconsin Statutes [1965] to be approved by the following:

CITY OF MILWAUKEE

528 1425

SHEET 3 OF 4

R & S REALTY COMPANY CERTIFIED SURVEY MAP NO. _____

TAX KEY NO. 152-9949-110

BEING A PART OF THE SW 1/4 OF THE NW 1/4 OF SECTION 28, T 8 N, R 21 E, IN THE CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN.

In consideration of the approval of the map by the Common Council, the undersigned covenants and agrees to and with the City of Milwaukee that no lot or parcel as hereon set forth shall at any time subsequent to the recording of this map be in any manner divided, described, or conveyed so as to result in lots, parcels or building sites having dimensions, area, or courses other than as herein set forth, unless said divisions, descriptions or conveyances are first approved by the Common Council of the City of Milwaukee, and that such restrictions are binding on the undersigned, his, her, or their heirs and assigns. Such approval, however, shall not be required for the taking of land for public purposes.

WITNESS The hands and seals of said owners this ____ day of _____, 1969.

In the Presence of:

Joseph [illegible]

Richard [illegible]

Jack E Silbermann [SEAL]
Jack E Silbermann

Joseph Roitburd [SEAL]
Joseph Roitburd

STATE OF WISCONSIN]
:SS
MILWAUKEE COUNTY]

PERSONALLY came before me this 17 day of November, 1969, the above named JACK E. SILBERMANN and JOSEPH ROITBURD, partners in R & S REALTY COMPANY, to me known to be the persons who executed the foregoing instrument, and acknowledged the same.

Amber Wahlstrom [SEAL]
Amber Wahlstrom
Notary Public, State of Wisconsin
My Commission Expires My 31 1970

CERTIFICATE OF CITY TREASURER
STATE OF WISCONSIN]
:SS
MILWAUKEE COUNTY [

I, JOSEPH J. KRUEGER, being the duly elected, qualified, and acting City Treasurer of the City of Milwaukee, do hereby 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 any of the lands included in the above description of this certified survey map.

Mar. 19. 1970
Date

Joseph J. Krueger SEAL
Joseph J Krueger, City Treasurer

526-1426

SHEET 4 OF 4

R & S REALTY COMPANY CERTIFIED SURVEY MAP NO. _____

TAX KEY NO. 152-9949-110

BEING A PART OF THE SW 1/4 OF THE NW 1/4 OF SECTION 28, T 8 N, R 21 E, IN THE CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN.

COMMON COUNCIL RESOLUTION File Number 69-2025

RESOLVED, that the Certified Survey Map, being a part of the SW 1/4 of the NW 1/4 of Section 28, T 8 N, R 21 E, in the City of Milwaukee, Milwaukee County, Wisconsin, h haveing been approved by the Department of City Development be and the same is hereby approved by the Common Council.

Office of the City Clerk
Milwaukee April 14, 1970
date

I hereby certify that the foregoing is a copy of a resolution adopted by the Common Council of the City of Milwaukee on 4-8-70

City Clerk

Mayor, City of Milwaukee

This instrument was drafted by Kenneth E Berke

PT.

F/C. MK

DOCUMENT NO.
REEL 962 IMAGE 813

CONTRACT, by and between Joseph Reichard and Jack E. Silbermann herein called Vendor, whether one or more, and Owen J. Willkomm herein called Purchaser, whether one or more.

WITNESSETH: That the Vendor, in consideration of the payments to be made and the covenants and agreements by the Purchaser to be performed, as hereinafter set forth, hereby sells and agrees to convey unto the Purchaser, upon the prompt and full performance by the Purchaser of the covenants and agreements of this contract to be by the Purchaser performed, the following described real estate in Milwaukee County, State of Wisconsin, to-wit:

(See Rider Attached)

Tax Key #152-9949-111-8
This is non-homestead property.

EEB
#71257
EXEMPT

This Land Contract is to correct the previously recorded Land Contract dated May 27, 1976, and recorded on June 11, 1976, as Document Number 5009358, Reel 934, Image 457.

together with all buildings, improvements, fixtures and appurtenances, now or hereafter erected thereon, including all screen and storm doors and windows, attached mirrors, fixtures, shades, attached floor covering, hot water heater, furnace, oil tank and light fixtures

which shall be a part of the real estate.

The Purchaser, in consideration of the covenants and agreements herein made by the Vendor, agrees to purchase the above described premises, and to pay thereof to the Vendor at 6050 No. 91st Street, Milwaukee, Wisconsin the sum of Seventy Thousand ($70,000.00) Dollars, in manner following: $18,800.00 at the execution hereof, the receipt whereof is hereby acknowledged, and the balance of $51,200.00 together with interest on such portions thereof as shall remain from time to time unpaid, at the rate of 8.75 per cent per annum, until paid in full, as follows: Said principal and interest shall be payable in monthly installments of $695.82 per month beginning on the 1st day of June, 1976* provided the entire purchase money and interest shall be fully paid within Five (5) years from the date hereof.

*and 28 more payments at $695.82 per month; then one monthly payment at $449.31 and the remaining payments at $354.04 per month until May 31, 1981, when the balance of $38,757.23 shall be due and payable. Purchaser may prepay this Land Contract, in whole or in part, at any time after three (3) years from the date hereof, without penalty.

Said payments shall be applied first to interest on the unpaid balance at the rate herein specified and then to principal. Any amount may be prepaid without premium or fee upon principal at any time, and interest shall be calculated at all times on the unpaid balance on the daily rate basis at 1/360 of the annual rate.

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 therefrom.

The Purchaser hereby states that he is satisfied with the title as shown by the title insurance commitment submitted to him for examination; the [illegible] The Purchaser agrees to pay the cost of later continuations of the title insurance.

[illegible]

The Purchaser shall be entitled to take possession of said premises on May 27, 1976. In case possession is to be obtained by the Vendor, he shall have a reasonable time after such date to which to remove any occupant. The Purchaser shall be entitled to remain in possession as long as he performs all covenants and agreements herein mentioned on his part to be performed and no longer.

The Purchaser covenants and agrees as follows:

1. To pay before they become delinquent all taxes and assessments, now or hereafter assessed or levied against and on the real estate described in this contract and to deliver to the Vendor receipts evidencing due payment thereof.
2. To keep said premises insured for fire and extended coverage for at least the sum of $45,000.00 to pay the premiums thereon when due, and to comply with coinsurance provisions, if any, in insurance companies approved by the Vendor with loss payable to the Vendor as interest may appear, and all policies covering said premises shall be deposited with and held by the Vendor.
3. To keep the premises in good condition and repair.
4. To keep the premises free from liens superior to the lien of this contract, or the rights of the Vendor in the premises.
5. Not to commit waste nor suffer waste to be committed.
6. Not to do any act which shall impair the value thereof.

In case any such taxes or assessments remain unpaid after they become delinquent, or in case of failure to keep the premises so insured, the approved policies deposited, or the insurance premiums paid, or to keep the same in good condition and repair, free from liens and waste, the Vendor may cure such defaults, and all sums so paid shall immediately be repaid to the Vendor and shall, unless so repaid, be added to and deemed part of the purchase price, and bear interest at the rate aforesaid.

The Vendor hereby agrees that in case the aforesaid purchase price with the interest and other moneys shall be fully paid and all the conditions herein provided shall be fully performed at the times and in the manner above specified, he will on demand, thereafter cause to be executed and delivered to the Purchaser, a good and sufficient Warranty Deed, in fee simple, of the premises above described, free and clear of all legal liens and encumbrances, except taxes and assessments, any liens or encumbrances created by the act or default of the Purchaser, municipal and zoning ordinances and recorded easements and restrictions, and except: general taxes since January 1, 1976, and special assessments for work on site actually commenced after the date of the land contract.

(over)

SEP-27-76 791660 - 5041025 F CHEC #4.00

5041025

408

That part of the NW 1/4 of Section 28, T 8 N, R 21 E, in the City of Milwaukee, Milwaukee County, Wisconsin, which is bounded and described as follows: Commencing at the Southwest corner of said 1/4 Section; thence due North along the West line of said 1/4 Section 131.00 ft. to a point; thence North 88° 19' 30" East 55.02 ft. to a point in the East line of North 91st Street (as now laid out), which is the point of beginning of the land to be described; thence due North along the East line of North 91st Street 99.81 ft. to a point; thence North 88° 20' 36" East 256.48 ft. to a point on the Southwesterly line of West Fond du Lac Avenue (as now laid out); thence South 45° 12' 40" East along the Southwesterly line of West Fond du Lac Avenue (as now laid out) 88.26 ft. to a point; thence South 79° 41' 39" West 237.43 ft. to a point; thence South 88° 19' 30" West 84.98 ft. to the point of beginning. The above described parcel of land contains 25,640 square feet of land, more or less.

TOGETHER WITH

(A) An easement for ingress and egress purposes in Parcel 1 in CERTIFIED SURVEY MAP NO. 1253, being a part of the SW 1/4 of the NW 1/4 of Section 28, T 8 N, R 21 E, in the City of Milwaukee, Milwaukee County, Wisconsin, which is bounded and described as follows: Beginning at the most Easterly corner of said Parcel; thence due West 28.39 ft. to a point; thence North 45° 12' 40" West 7.80 ft. to a point; thence due North 28.18 ft. to a point on the Southwesterly line of West Fond du Lac Avenue thence South 45° 12' 40" East along the Southwesterly line of West Fond du Lac Avenue 47.81 ft. to the point of beginning.

(B) A 20.00 ft. wide easement for ingress and egress purposes in Parcel 2 of CERTIFIED SURVEY MAP NO. 1253, being a part of the SW 1/4 of the NW 1/4 of Section 28, T 8 N, R 21 E, in the City of Milwaukee, Milwaukee County, Wisconsin, and in lands in the NW 1/4 of Section 28, T 8 N, R 21 E, in the City of Milwaukee, Milwaukee County, Wisconsin, which is bounded and described as follows: Beginning at the Northeast corner of said Parcel 2; thence South 45° 12' 40" East along the Southwesterly line of West Fond du Lac Avenue 126.03 ft. to a point; thence South 88° 20' 36" West 27.60 ft. to a point; thence North 45° 12' 40" West 127.16 ft. to a point; thence due East 28.39 ft. to the point of beginning.

RESERVING to the Grantors, their successors and assigns, an easement for maintenance and repair lying between the North line of the above described premises and a line which is described as follows: Commencing at the Southwest corner of said 1/4 Section; thence due North along the West line of said 1/4 Section 131.00 ft. to a point; thence North 88° 19' 30" East 55.02 ft. to a point in the East line of North 91st Street (as now laid out); thence due North along the East line of North 91st Street 95.81 ft. to the point of beginning of the land to be described; thence North 88° 20' 36" East to a point in the Southwesterly line of West Fond du Lac Avenue.

The Purchaser hereby covenants and agrees that time shall be deemed to be of the essence of this contract and in case of default in the payment of any principal or interest when the same shall become due, or in the performance of any of the conditions, covenants, or promises by the Purchaser herein to be kept or performed, and such default shall continue for a period of sixty (60) days, then the Vendor may, at his option, declare the contract at an end, all rights of the Purchaser under this agreement cancelled, and the amounts paid by the Purchaser hereunder forfeited, the same to remain the Vendor's property as rental of said premises and as liquidated damages for the failure completely to fulfill this agreement; and the Vendor shall forthwith and without notice have the right of re-entry; or, at the option of the Vendor and without notice to the Purchaser, notice being hereby expressly waived, the whole amount of unpaid principal shall be deemed to have become due and payable; in case such option shall be exercised, the unpaid principal and interest together with all sums which may be or have been paid by the Vendor as herein authorized with interest on such disbursements at the rate aforesaid shall be collectible in a suit at law, or by foreclosure of this contract in the same manner as if the whole of said unpaid principal had been due at the time when any such default occurred, and the indebtedness shall embrace, with said unpaid principal and interest, all the sums so disbursed with interest as aforesaid.

In case of legal proceedings in enforcement of any remedy hereunder, whether stated or not, all expenses, including reasonable attorney's fees, shall be added to the principal, become due as incurred, and in case of judgment shall be included therein.

Upon the commencement or during the pendency of any action of foreclosure of this contract, the court may appoint a receiver of the premises, including homestead interest, and may empower the receiver to collect the rents, issues, and profits of said premises during the pendency of such action, and may order such rents, issues, and profits when so collected, to be held and applied as the court shall, from time to time, direct.

All terms, conditions, covenants, warranties and promises herein shall be binding upon and inure to the benefit of the heirs, legal representatives, successors, and assigns of the Vendor and the Purchaser; the wife of the Vendor for a valuable consideration, joins herein to bar her dower and homestead rights and agrees to join in the execution of the deed to be made in fulfillment hereof.

IN WITNESS WHEREOF, this land contract has been executed and delivered this 1st day of July, 19 76

SIGNED AND SEALED IN PRESENCE OF

Joseph Roitburd (SEAL)
Joseph Roitburd

Jack E. Silbermann (SEAL)
Jack E. Silbermann

Owen J. Willkomm (SEAL)
Owen J. Willkomm

(SEAL)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF WISCONSIN,
County of Milwaukee } ss.

Personally came before me this 1st day of July, 19 76 the above named Joseph Roitburd, Jack E. Silbermann and Owen J. Willkomm

to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Richard D. Kaestner
Notary Public, Milwaukee County, Wis.
My commission ~~expires~~ is permanent

CORPORATE ACKNOWLEDGMENT

STATE OF WISCONSIN,
County of } ss.

Personally came before me this day of 19
President and Secretary,

of the above named corporation, to me known to be such persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers, by its authority, for the purposes therein contained.

Notary Public, County, Wis.
My commission expires

This instrument was drafted by Atty. Richard D. Kaestner

(Section 706.05 (1) of the Wisconsin Statutes provides that all instruments to be recorded shall have plainly printed or typewritten thereon the names of the grantors, grantees, witnesses and notary.)

No.
To
Premises

Land Contract

This space should be immediately placed so as to avoid trouble and litigation.

This space reserved for Register of Deeds

5041025

Register's Office
Milwaukee County, Wis. } ss.
RECORDED AT 10:16 AM M
SEP 27 1976
Reel 962 Image 813 to 815
Wm. Conrad Carl
REGISTER OF DEEDS

Return to

WISCONSIN LEGAL BLANK COMPANY
MILWAUKEE, WISCONSIN

DOCUMENT NO.

WARRANTY DEED

DOC. # 8701618

REGISTER'S OFFICE) SS
Milwaukee County, WI)
RECORDED AT 11:00 AM
12-16-2003

JOHN LA FAVE
REGISTER OF DEEDS

AMOUNT 19.00

RESERVED FOR RECORDING DATA

RETURN TO:
PETER R. HOUSER
6050 N. 91ST STREET
MILWAUKEE, WI 53225

REEL 5732 IMAGE 1908

THIS DEED, is made between ELISABETH R. FELDMAN, KAREN S. FELDMAN, THOMAS C. FELDMAN, AMY M. SILBERMANN* and STEVEN A. SILBERMANN, (Grantor), and HOUSER PROPERTIES 6050, LLC (Grantee).

*(N/K/A, AMY S. NEWTON)

WITNESSETH, that said Grantor, for valuable consideration, conveys to Grantee the following described real estate in Milwaukee County, State of Wisconsin:

TRANSFER
$163.50
FEE

Tax Key No. 152-1001-6

Parcel 1 of Certified Survey Map No. 1253, in the Northwest 1/4 of Section 28, Township 8 North, Range 21 East, in the City of Milwaukee, Milwaukee County, Wisconsin, subject to an easement as recorded in Document No. 5041025.

This is not homestead property.

Together with all and singular hereditaments and appurtenances thereunto belonging. Grantor warrants that the title is good, indefeasible in fee simple, and free and clear of encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utilities and municipal services, recorded building and use restrictions and covenants, and general taxes levied in the year hereof, and Grantor will warrant and defend the same.

Dated this ~~23rd~~ 22nd day of November, 2003.

ELISABETH R. FELDMAN

ACKNOWLEDGEMENT

STATE OF California)
) SS
Alameda COUNTY)

Personally came before me this 13 day of November, 2003, the above named ELISABETH R. FELDMAN, to me known to be the person who executed the foregoing instrument and acknowledge the same.

Notary Public
My Commission expires: June 12, 2007

STEVEN GARETT
Comm. # 1423043
NOTARY PUBLIC-CALIFORNIA
Alameda County
Comm. Expires June 12, 2007

(CONTINUED)

Drafted by: Rhea Silbermann

5

REEL 5732 IMAGE 1909

Karen S. Feldman

KAREN S. FELDMAN

ACKNOWLEDGEMENT

STATE OF CALIF.)
) SS
ALAMEDA COUNTY)

Personally came before me this 12 day of NOV., 2003, the above named KAREN S. FELDMAN, to me known to be the person who executed the foregoing instrument and acknowledge the same.

Michael O'Hara

Notary Public
My Commission expires: SEPT. 21, 2007

MICHAEL OHARA
Commission # 1440616
Notary Public - California
Alameda County
My Comm. Expires Sep 21, 2007

(CONTINUED)

THOMAS C. FELDMAN

REEL 5732 IMAGE 1910

ACKNOWLEDGEMENT

STATE OF Colorado)
) SS
Jefferson COUNTY)

Personally came before me this 13th day of November, 2003, the above named THOMAS C. FELDMAN, to me known to be the person who executed the foregoing instrument and acknowledge the same.

Notary Public
My Commission expires: Feb 14, 2007

JANYCE HUTCHISON NOTARY PUBLIC STATE OF COLORADO

(CONTINUED)

AMY S. NEWTON

REEL 5732 IMAGE 1911

ACKNOWLEDGEMENT

STATE OF Maryland)
) SS
Montgomery COUNTY)

Personally came before me this 15th day of November, 2003, the above named AMY S. NEWTON, to me known to be the person who executed the foregoing instrument and acknowledge the same.

Notary Public
My Commission expires:

ERNEST B. KUITCHOUA
Notary Public, State of Maryland
My Commission Expires June 14, 2006

(CONTINUED)

STEVEN A. SILBERMANN

REEL 5732

ACKNOWLEDGEMENT

STATE OF Colorado)
) SS
Boulder COUNTY)

IMAGE 1912

Personally came before me this 12 day of November, 2003, the above named STEVEN A. SILBERMANN, to me known to be the person who executed the foregoing instrument and acknowledge the same.

Notary Public
My Commission expires: 12/16/06

DOCUMENT NO.

WARRANTY DEED

DOC. # 8701619

REGISTER'S OFFICE) SS
Milwaukee County, WI)
RECORDED AT 11:00 AM
12-16-2003

JOHN LA FAVE
REGISTER OF DEEDS

AMOUNT 11.00

RESERVED FOR RECORDING DATA

RETURN TO:
PETER R. HOUSER
6050 N. 91ST STREET
MILWAUKEE, WI 53225

REEL 5732 IMAGE 1913

THIS DEED, is made between DONNA BERG, (Grantor), and HOUSER PROPERTIES 6050,LLC (Grantee).

WITNESSETH, that said Grantor, for valuable consideration, conveys to Grantee the following described real estate in Milwaukee County, State of Wisconsin:

TRANSFER
$163.50
FEE

Tax Key No. 152-1001-6

Parcel 1 of Certified Survey Map No. 1253, in the Northwest 1/4 of Section 28, Township 8 North, Range 21 East, in the City of Milwaukee, Milwaukee County, Wisconsin, subject to an easement as recorded in Document No. 5041025.

This is not homestead property.

Together with all and singular hereditaments and appurtenances thereunto belonging. Grantor warrants that the title is good, indefeasible in fee simple, and free and clear of encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utilities and municipal services, recorded building and use restrictions and covenants, and general taxes levied in the year hereof, and Grantor will warrant and defend the same.

Dated this 12th day of November, 2003.

Donna Berg
DONNA BERG

ACKNOWLEDGEMENT
STATE OF WISCONSIN)
) SS
Milwaukee COUNTY)

Personally came before me this 12th day of November, 2003, the above named DONNA BERG, to me known to be the person who executed the foregoing instrument and acknowledge the same.

Jan Schuk
Notary Public
My Commission expires: 5-14-06

JAN SCHUK NOTARY PUBLIC STATE OF WISCONSIN

Drafted by: DONNA BERG

DOC. # 8701620

REGISTER'S OFFICE) SS
Milwaukee County, WI
RECORDED AT 11:00 AM
12-16-2003

JOHN LA FAVE
REGISTER OF DEEDS

AMOUNT 11.00

REEL 5732 IMAGE 1914

DOCUMENT NO.

WARRANTY DEED

THIS DEED, is made between BEVERLY SHON, (Grantor), and BOUSER PROPERTIES 6050, LLC (Grantee).

WITNESSETH, that said Grantor, for valuable consideration, conveys to Grantee the following described real estate in Milwaukee County, State of Wisconsin:

RESERVED FOR RECORDING DATA

RETURN TO:
PETER R. HOUSER
6050 N. 91ST STREET
MILWAUKEE, WI 53225

TRANSFER
$ 16350
FEE

Tax Key No. 152-1001-6

Parcel 1 of Certified Survey Map No. 1253, in the Northwest 1/4 of Section 28, Township 8 North, Range 21 East, in the City of Milwaukee, Milwaukee County, Wisconsin, subject to an easement as recorded in Document No. 5041025.

This is not homestead property.

Together with all and singular hereditaments and appurtenances thereunto belonging. Grantor warrants that the title is good, indefeasible in fee simple, and free and clear of encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utilities and municipal services, recorded building and use restrictions and covenants, and general taxes levied in the year hereof, and Grantor will warrant and defend the same.

Dated this 17th day of NOVEMBER, 2003.

Beverly Shon
BEVERLY SHON

ACKNOWLEDGEMENT
STATE OF FLORIDA)
) SS
PALM BEACH COUNTY)

Personally came before me this 17th day of NOVEMBER, 2003, the above named BEVERLY SHON, to me known to be the person who executed the foregoing instrument and acknowledge the same.

☐ Personally Known (OR)
☒ Produced
Type of Identification Produced
Wisconsin Driver's License

Notary Public
My Commission expires:

K-C. Danello
MY COMMISSION # DD119215 EXPIRES
May 22, 2006
NOTARY PUBLIC UNDERWRITERS

Drafted by: BEVERLY SHON

DOCUMENT NO.

WARRANTY DEED

DOC. # 8701621

REGISTER'S OFFICE) SS
Milwaukee County, WI)

RECORDED AT 11:00 AM

12-16-2003

JOHN LA FAVE
REGISTER OF DEEDS

AMOUNT 11.00

REEL 5732 IMAGE 1915

THIS DEED, is made between RHEA M. SILBERMANN, (Grantor), and HOUSER PROPERTIES 6050, LLC (Grantee).

WITNESSETH, that said Grantor, for valuable consideration, conveys to Grantee the following described real estate in Milwaukee County, State of Wisconsin:

RESERVED FOR RECORDING DATA

RETURN TO:
PETER R. HOUSER
6050 N. 91ST STREET
MILWAUKEE, WI 53225

TRANSFER
$ 163.50
FEE

Tax Key No. 152-1001-6

Parcel 1 of Certified Survey Map No. 1253, in the Northwest 1/4 of Section 28, Township 8 North, Range 21 East, in the City of Milwaukee, Milwaukee County, Wisconsin, subject to an easement as recorded in Document No. 5041025.

This is not homestead property.

Together with all and singular hereditaments and appurtenances thereunto belonging. Grantor warrants that the title is good, indefeasible in fee simple, and free and clear of encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utilities and municipal services, recorded building and use restrictions and covenants, and general taxes levied in the year hereof, and Grantor will warrant and defend the same.

Dated this 23 day of NOV, 2003.

Rhea M. Silbermann
RHEA M. SILBERMANN

ACKNOWLEDGEMENT
STATE OF WISCONSIN)
) SS
Milwaukee COUNTY)

Personally came before me this 12 day of NOV, 2003, the above named RHEA M. SILBERMANN, to me known to be the person who executed the foregoing instrument and acknowledge the same.

Notary Public
My Commission expires: 12-15-05

Drafted by: RHEA M. SILBERMANN

Deb Hall - Whyte Hirschboeck Dudek S.C.

B2. F1C3-4.*
exc rds. G.D.

69-2025- 4/8/70 526 1423

NW 28-8-21

APR-17-70 30652 4520374 LT CA REC

CERT-1

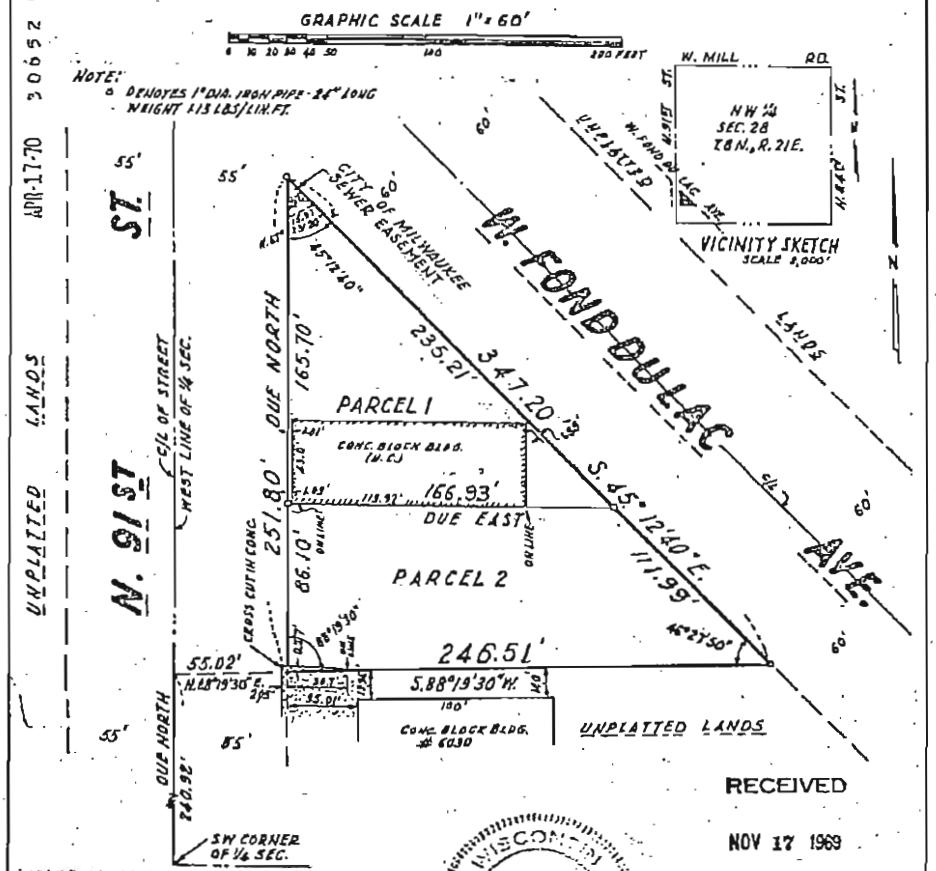
SHEET 1 OF 4

R & S REALTY COMPANY CERTIFIED SURVEY MAP NO. 1253

TAX KEY NO. 152-9949-110

BEING A PART OF THE SW 1/4 OF THE NW 1/4 OF SECTION 28, T 8 N, R 21 E, IN THE CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN.

ZONING: I-D-40



81
408

RECEIVED
NOV 17 1969
DEPT. OF CITY DEVELOPMENT

NATIONAL SURVEY SERVICE, INC.
CIVIL ENGINEERS AND SURVEYORS
2470 N. 127TH ST. (414) 781-2050
BROOKFIELD, WISCONSIN 53005

WISCONSIN KENNETH E. BLAKE 5197 MILWAUKEE WIS. LAND SURVEYOR

DEPT. OF CITY DEVELOPMENT OF MILWAUKEE
NOV 20 1969
STAFF APPROVED
Carl H. Quast
PLANNING DIRECTOR

4520374
REGISTER'S OFFICE
Milwaukee County, Wis.
RECORDED AT 2:35 P.M.
on APR 17 1970 in
Reel 526 Image 1423 to 1426 incl.
Register of Deeds

BUREAU OF ENGINEERS
APPROVED
Harold L. Dunn 3/12/70
CHIEF DRAFTSMAN
Edward Hirsch 1/5/70
ENGR. IN CHARGE SEWER ENGR. DIV.
Herbert D. McCullough 3-13-70
CITY ENGINEER

CITY FEE DEPOSITED
$5.00 11/21/69

4520374

CERTIFICATION

I, Peter R. Houser, as Responsible Party for performing closure activities at the property located at 6050 North 91st Street, City of Milwaukee, Wisconsin, do hereby certify that to the best of my knowledge the legal descriptions included are complete and accurate.

Peter R. Houser, President
Erin East, Inc.

WHD\6200764.1

SOURCE: U.S.G.S. MENOMONEE FALLS, WIS.
QUADRANGLE MAP (1958)
PHOTOREVISED (1971 & 1976)

NO.	ISSUE/DESCRIPTION	BY	DATE

UNLESS SPECIFICALLY STATED BY WRITTEN AGREEMENT, THIS DRAWING IS THE SOLE PROPERTY OF GZA GEOENVIRONMENTAL, INC. (GZA). THE INFORMATION SHOWN ON THE DRAWING IS SOLELY FOR USE BY GZA'S CLIENT OR THE CLIENT'S DESIGNATED REPRESENTATIVE FOR THE SPECIFIC PROJECT AND LOCATION IDENTIFIED ON THE DRAWING. THE DRAWING SHALL NOT BE TRANSFERRED, REUSED, COPIED, OR ALTERED IN ANY MANNER FOR USE AT ANY OTHER LOCATION OR FOR ANY OTHER PURPOSE WITHOUT THE PRIOR WRITTEN CONSENT OF GZA. ANY TRANSFER, REUSE, OR MODIFICATION TO THE DRAWING BY THE CLIENT OR OTHERS, WITHOUT THE PRIOR WRITTEN EXPRESS CONSENT OF GZA, WILL BE AT THE USER'S SOLE RISK AND WITHOUT ANY RISK OR LIABILITY TO GZA.

PREPARED BY:
GZA GeoEnvironmental, Inc.
Engineers and Scientists
20600 SWENSON DRIVE, SUITE 150
WAUKESHA, WISCONSIN 53186
(262) 754-2560

PREPARED FOR:

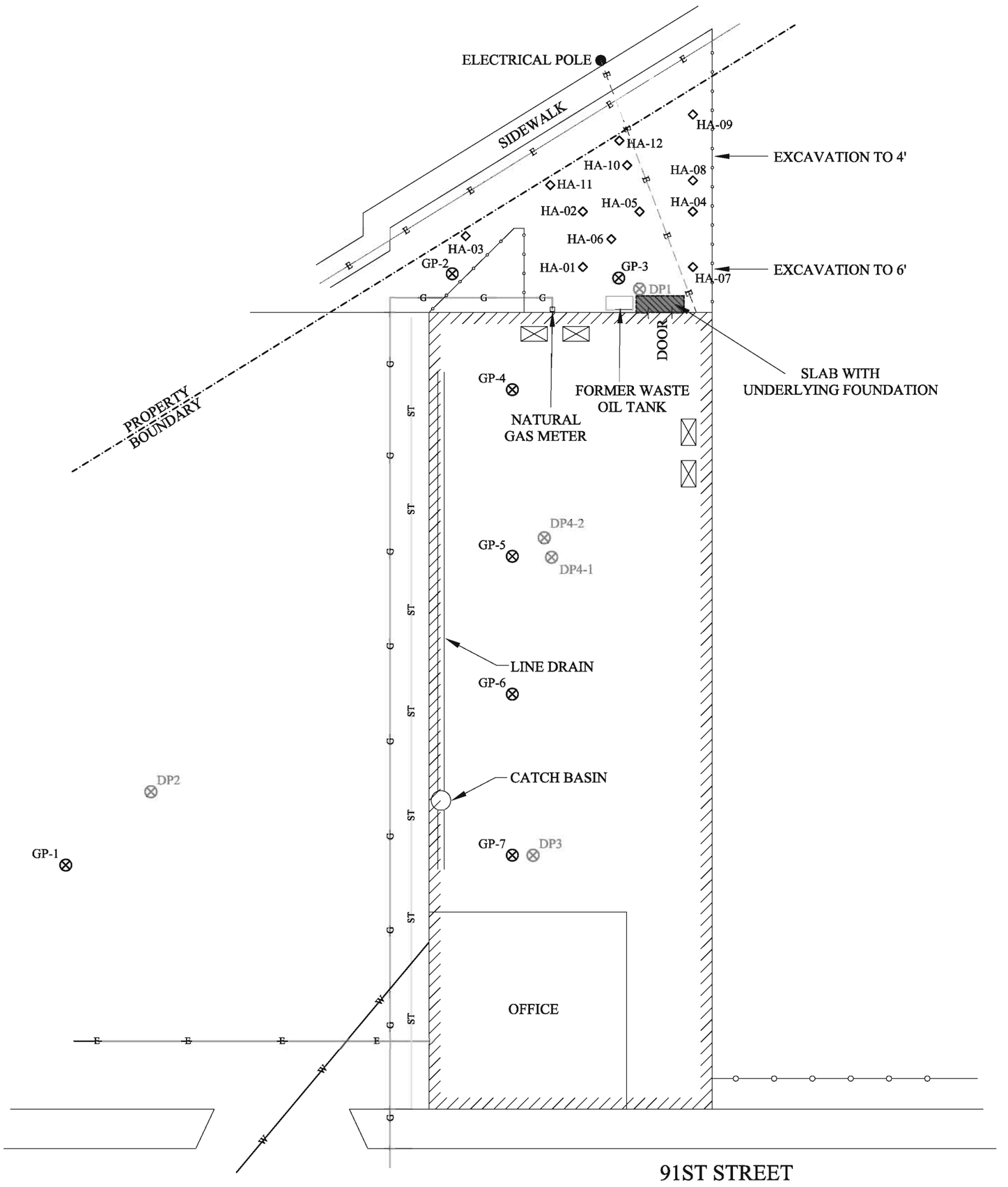
SITE LOCATION MAP

MIDAS AUTOMOTIVE SHOP
6050 N. 91ST STREET
MILWAUKEE, WISCONSIN

FIGURE
A-1
SHEET NO.

PROJ MGR: MKB	REVIEWED BY: MKB	CHECKED BY: MKB	DATE 1/9/09	PROJECT NO. 20.0152068	REVISION NO.
DESIGNED BY: MKB	DRAWN BY: JAH	SCALE:			

© 2009 – GZA GeoEnvironmental, Inc. GZA-J:\152000to152099\152068\Task 3 - 91st Street\DRAWINGS\AutoCAD\FIGURE 1.dwg [FIG 1 (3)] January 09, 2009 - 3:33pm justin.hegarty



LEGEND

- BUILDING FOOTPRINT
- PROPERTY BOUNDARY
- FENCE
- SUBSURFACE ELECTRIC LINE
- OVERHEAD ELECTRIC LINE
- G GAS MAIN
- ST STORM SEWER
- W WATER MAIN
- ABOVE GROUND STORAGE TANK
- ELECTRICAL POWER POLE
- DP4-1 PREVIOUS GEOPROBE BORING BY BT²
- GP-7 GZA GEOPROBE BORING
- HA-06 GZA HAND-AUGERED BORING

N

0 8' 16' 32'

SCALE IN FEET

NO.	ISSUE/DESCRIPTION	BY	DATE

SITE PLAN

MIDAS STORE
6050 N. 91ST STREET
MILWAUKEE, WISCONSIN

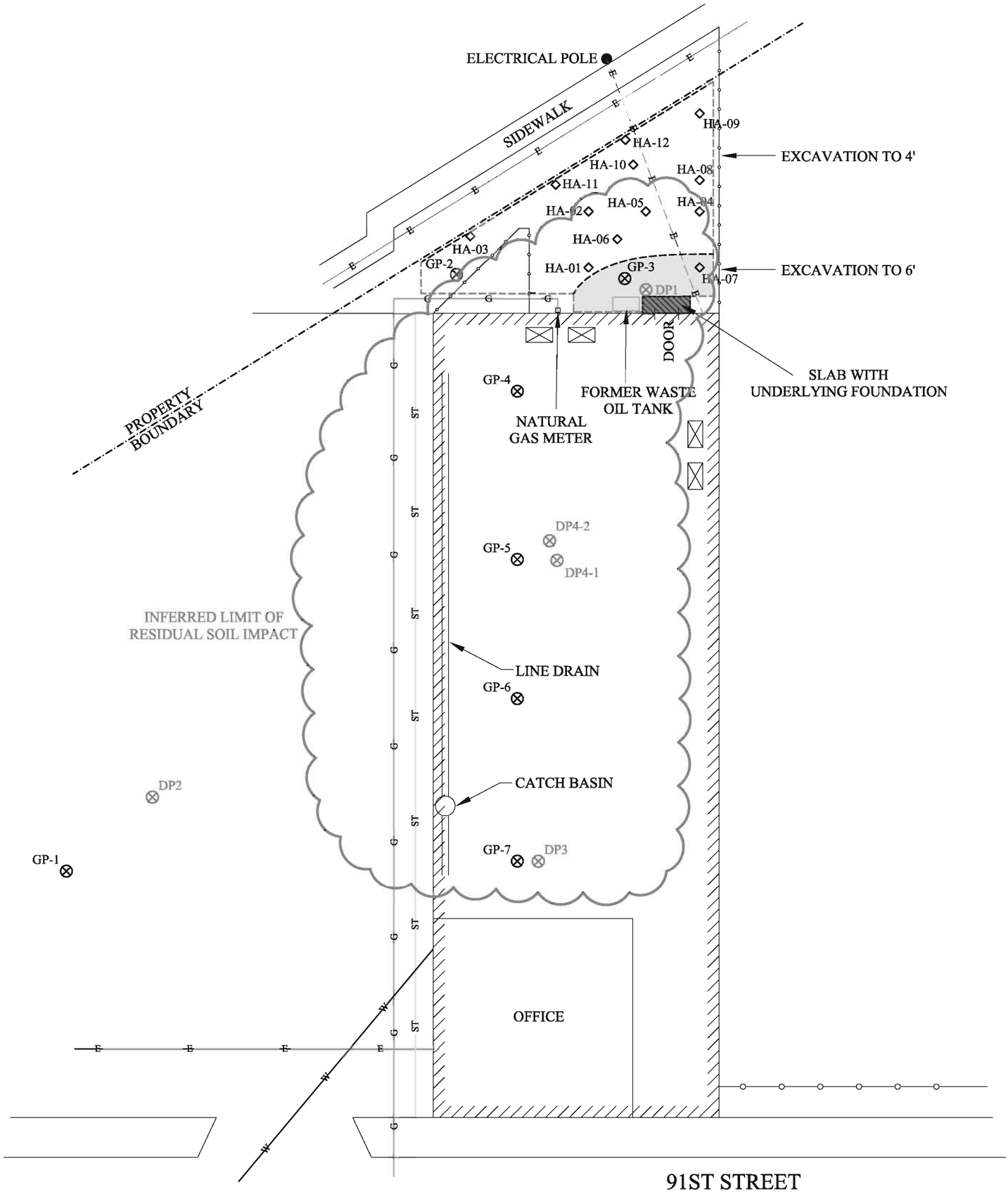
UNLESS SPECIFICALLY STATED BY WRITTEN AGREEMENT, THIS DRAWING IS THE SOLE PROPERTY OF GZA GEOENVIRONMENTAL, INC. (GZA). THE INFORMATION SHOWN ON THE DRAWING IS SOLELY FOR USE BY GZA'S CLIENT OR THE CLIENT'S DESIGNATED REPRESENTATIVE FOR THE SPECIFIC PROJECT AND LOCATION IDENTIFIED ON THE DRAWING. THE DRAWING SHALL NOT BE TRANSFERRED, REUSED, COPIED, OR ALTERED IN ANY MANNER FOR USE AT ANY OTHER LOCATION OR FOR ANY OTHER PURPOSE WITHOUT THE PRIOR WRITTEN CONSENT OF GZA. ANY TRANSFER, REUSE, OR MODIFICATION TO THE DRAWING BY THE CLIENT OR OTHERS, WITHOUT THE PRIOR WRITTEN EXPRESS CONSENT OF GZA, WILL BE AT THE USER'S SOLE RISK AND WITHOUT ANY RISK OR LIABILITY TO GZA.

PREPARED BY:
GZA GeoEnvironmental, Inc.
Engineers and Scientists
20900 SWENSON DRIVE, SUITE 150
WAUKESHA, WISCONSIN 53186
(262) 754-2560

PREPARED FOR:

PROJ MGR: MKB	REVIEWED BY: MKB	CHECKED BY: MKB	FIGURE
DESIGNED BY: MKB	DRAWN BY: JAH	SCALE:	A-2
DATE 12/29/08	PROJECT NO. 20.0152068	REVISION NO.	SHEET NO.

©2008 – GZA GeoEnvironmental, Inc. GZA–J:\152000to152099\152068\Task 3 – 91st Street\DRAWINGS\AutoCAD\FIGURE 2.dwg [A–2] January 09, 2009 – 3:31pm justin.hegarty



LEGEND

- BUILDING FOOTPRINT
- PROPERTY BOUNDARY
- FENCE
- SUBSURFACE ELECTRIC LINE
- OVERHEAD ELECTRIC LINE
- G GAS MAIN
- ST STORM SEWER
- W WATER MAIN
- ABOVE GROUND STORAGE TANK
- ELECTRICAL POWER POLE
- EXCAVATION AREA
- EXCAVATION TO 4'
- EXCAVATION TO 6'
- DP4-1 PREVIOUS GEOPROBE BORING BY BT²
- GP-7 GZA GEOPROBE BORING
- HA-06 GZA HAND-AUGERED BORING
- INFERRED LIMIT OF RESIDUAL SOIL IMPACT

Z

0 8' 16' 32'

SCALE IN FEET

NO.	ISSUE/DESCRIPTION	BY	DATE

INFERRED AREA OF RESIDUAL SOIL IMPACTS

MIDAS STORE
6050 N. 91ST STREET
MILWAUKEE, WISCONSIN

UNLESS SPECIFICALLY STATED BY WRITTEN AGREEMENT, THIS DRAWING IS THE SOLE PROPERTY OF GZA GEOENVIRONMENTAL, INC. (GZA). THE INFORMATION SHOWN ON THE DRAWING IS SOLELY FOR USE BY GZA'S CLIENT OR THE CLIENT'S DESIGNATED REPRESENTATIVE FOR THE SPECIFIC PROJECT AND LOCATION IDENTIFIED ON THE DRAWING. THE DRAWING SHALL NOT BE TRANSFERRED, REUSED, COPIED, OR ALTERED IN ANY MANNER FOR USE AT ANY OTHER LOCATION OR FOR ANY OTHER PURPOSE WITHOUT THE PRIOR WRITTEN CONSENT OF GZA. ANY TRANSFER, REUSE, OR MODIFICATION TO THE DRAWING BY THE CLIENT OR OTHERS, WITHOUT THE PRIOR WRITTEN EXPRESS CONSENT OF GZA, WILL BE AT THE USER'S SOLE RISK AND WITHOUT ANY RISK OR LIABILITY TO GZA.

PREPARED BY:
GZA GeoEnvironmental, Inc.
Engineers and Scientists
20600 SWENSON DRIVE, SUITE 150
WAUKESHA, WISCONSIN 53186
(262) 754-2560

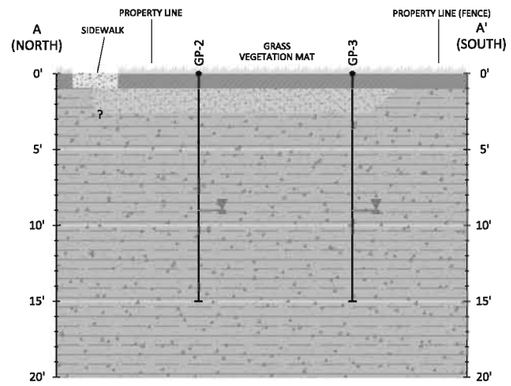
PREPARED FOR:

PROJ MGR: MKB	REVIEWED BY: MKB	CHECKED BY: MKB	FIGURE
DESIGNED BY: MKB	DRAWN BY: JAH	SCALE:	A-6
DATE 12/29/08	PROJECT NO. 20.0152068	REVISION NO.	SHEET NO.

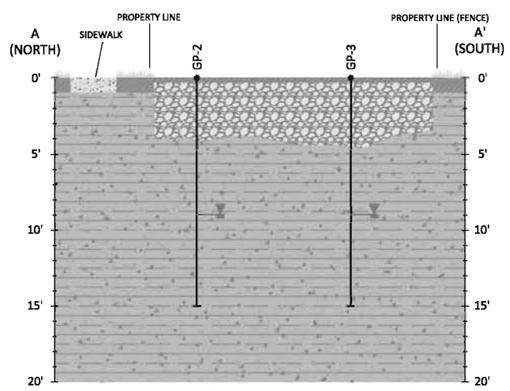
©2008 – GZA GeoEnvironmental, Inc. GZA–J:\152000to152099\152068\Task 3 – 91st Street\DRAWINGS\AutoCAD\FIGURE 2.dwg [A–6] January 13, 2009 – 9:17am justin.hegarty

©2008 – GZA GeoEnvironmental, Inc. GZA–J:\152000to152099\152068\Task 3 – 91st Street\DRAWINGS\AutoCAD\CROSS SECTION.dwg [A – A'] January 13, 2009 – 9:04am justin.hegarty

PRE-REMEDIATION



POST-REMEDIATION



VERTICAL EXAGGERATION = 2.5

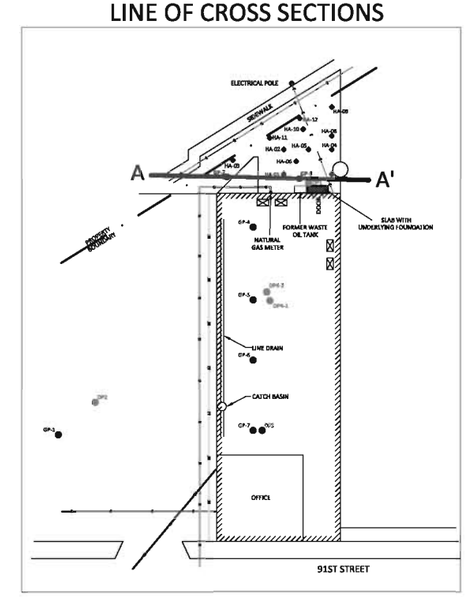
0 5' 10' 20'
VERTICAL SCALE IN FEET

0 25' 50'
HORIZONTAL SCALE IN FEET

LEGEND

- WATERTABLE
- SAND
- GRAVEL WITH SILT AND CLAY (CRUSHED FILL)
- TOPSOIL
- CONCRETE
- CLAY SILT (OAK CREEK GLACIAL TILL)

LINE OF CROSS SECTIONS



NO.	ISSUE/DESCRIPTION	BY	DATE

HYDROGEOLOGIC CROSS SECTION A TO A'

MIDAS STORE
6050 N. 91ST STREET
MILWAUKEE, WISCONSIN

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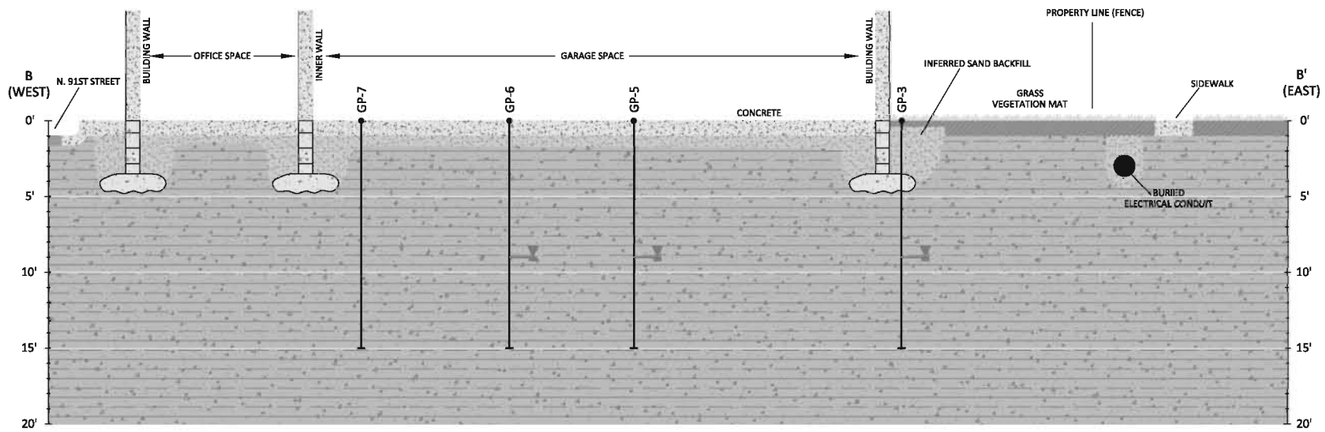
(262) 754-2560

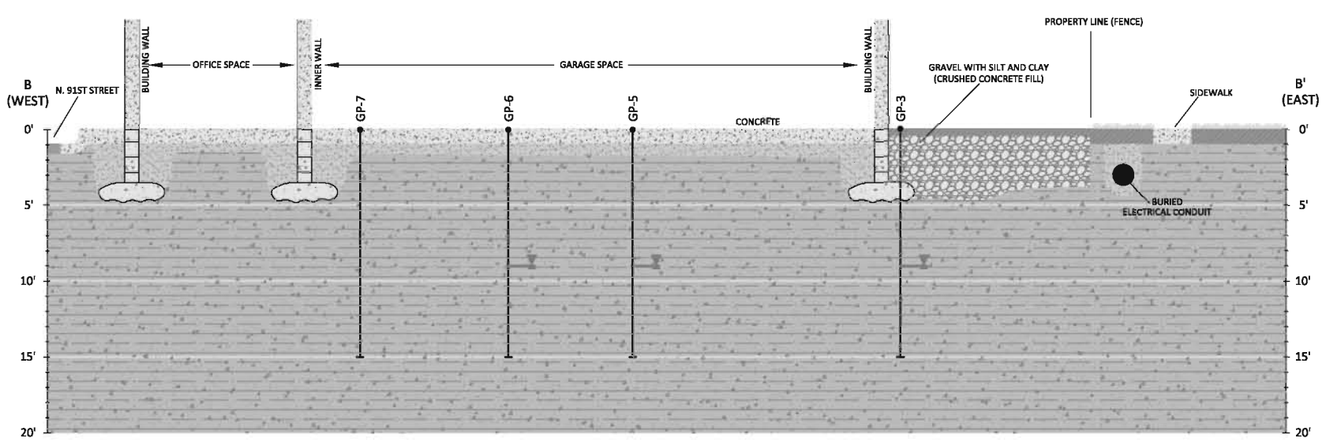
PREPARED FOR:

PROJ MGR: MKB	REVIEWED BY: MKB	CHECKED BY: MKB	FIGURE A-3
DESIGNED BY: MKB	DRAWN BY: JAH	SCALE:	
DATE 1/12/09	PROJECT NO. 20.0152068	REVISION NO.	SHEET NO.

PRE-REMEDIATION



POST-REMEDIATION



VERTICAL EXAGGERATION = 2.5

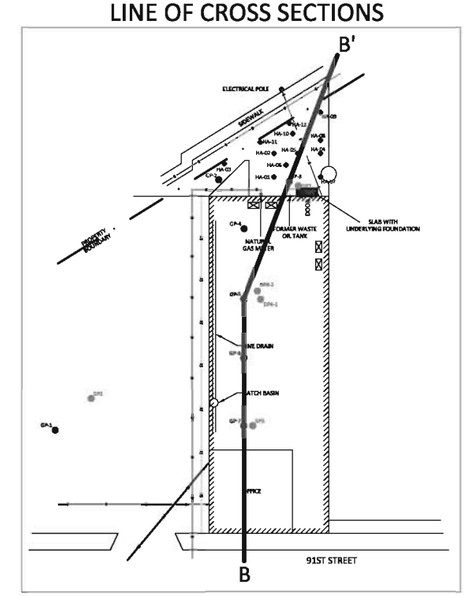
0 5' 10' 20'
VERTICAL SCALE IN FEET

0 25' 50'
HORIZONTAL SCALE IN FEET

LEGEND

- WATERTABLE
- SAND
- GRAVEL WITH SILT AND CLAY (CRUSHED FILL)
- TOPSOIL
- CONCRETE
- CLAY SILT (OAK CREEK GLACIAL TILL)

LINE OF CROSS SECTIONS



NO.	ISSUE/DESCRIPTION	BY	DATE

HYDROGEOLOGIC CROSS SECTION B TO B'

MIDAS STORE
6050 N. 91ST STREET
MILWAUKEE, WISCONSIN

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PREPARED FOR:

PROJ MGR: MKB	REVIEWED BY: MKB	CHECKED BY: MKB	FIGURE A-4
DESIGNED BY: MKB	DRAWN BY: JAH	SCALE:	
DATE 1/12/09	PROJECT NO. 20.0152068	REVISION NO.	SHEET NO.

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TABLE C-1
SOIL ANALYTICAL RESULTS
Midas Automobile Shop
6050 North 91st Street
Milwaukee, Wisconsin

Sample ID	**Soil Cleanup Levels (WDNR RR-519-97) Groundwater Pathway**	**Soil Cleanup Levels (WDNR RR-519-97) Direct Contact Pathway Non-Industrial**	**DP1-S3**	**DP2-S2**	**DP3-S3**	**DP4-2-S3**	**GP-2 2-4**	**GP-3 2-4**	**GP-3 8-10**	**GP-4 6-8**	**GP-5 6-8**	**GP-6 6-8**	**GP-7 6-8**
Sampling Depth (ft)			NA	NA	NA	NA	2'-4'	2'-4'	8'-10'	6'-8'	6'-8'	6'-8'	6'-8'
Sample Date			7/9/2008	7/9/2008	7/9/2008	7/9/2008	8/28/2008	8/28/2008	8/28/2008	9/5/2008	9/5/2008	9/5/2008	9/5/08
Polycyclic Aromatic Hydrocarbons (PAHs) (µg/kg)													
Acenaphthene	38,000	900,000	<630	NA	<290	NA	<150	<130	<570	<150	<57	<59	<57
Acenaphthylene	700	18,000	<1,100	NA	<500	NA	<250	<23	<970	<260	<96	<100	<98
Fluorene	100,000	600,000	<130	NA	240	NA	<29	<27	<110	<31	<11	12	<11
Phenanthrene	1,800	18,000	440	NA	920	NA	150	170	<57	26	<5.7	31	<5.7
Anthracene	3,000,000	5,000,000	190	NA	370	NA	26	75	<57	<15	<5.7	13	<5.7
Fluoranthene	500,000	600,000	1,300	NA	4,000	NA	350	500	<110	110	28	60	110
Pyrene	8,700,000	500,000	990	NA	1,200	NA	250	530	<57	38	42	14	9.3
Benzo(a)anthracene	17,000	88	**720**	NA	**2,000**	NA	**150**	**320**	<57	**250**	<5.7	<5.9	13
Chrysene	37,000	8,800	450	NA	780	NA	120	250	<57	100	11	<5.9	<5.7
Benzo(b)fluoranthene	360,000	88	**180**	NA	**230**	NA	**140**	**220**	<57	<15	<5.7	<5.9	<5.7
Benzo(k)fluoranthene	870,000	880	150	NA	540	NA	85	160	<57	<15	<5.7	<5.9	<5.7
Benzo(a)pyrene	48,000	8.8	**350**	NA	**280**	NA	**160**	**300**	<57	<15	<5.7	<5.9	<5.7
Dibenz(a,h)anthracene	38,000	8.8	<95	NA	<44	NA	**22**	**40**	<85	<23	<8.5	<8.9	<8.6
Indeno(1, 2, 3-cd)pyrene	680,000	88	**230**	NA	**330**	NA	**160**	**220**	<57	<15	<5.7	<5.9	<5.7
Benzo(g,h,i)perylene	6,800,000	1,800	470	NA	100	NA	120	170	<57	<15	<5.7	<5.9	<5.7
Naphthalene	400	20,000	**1,200**	NA	<180	NA	<88	<80	<340	<92	<34	<36	<34
1-Methylnaphthalene	23,000	1,100,000	2,200	NA	<180	NA	<88	<80	<340	<92	<34	<36	<34
2-Methylnaphthalene	20,000	600,000	4,100	NA	<150	NA	110	150	<280	<77	<28	<30	<29
Volatile Organic Compounds (VOCs) (µg/kg)	**WAC NR 720 Residual Contaminant Level**												
Tetrachloroethene	NS		NA	NA	NA	NA	<29	65	<28	<31	<28	<30	<29
Trichloroethene	NS		NA	NA	NA	NA	<29	<27	<28	<31	<28	<30	<29
Toluene	1,500		1170	<29	<29	<30	<29	<27	<28	<31	<28	<30	<29
Benzene	5.5		<32	<29	<29	<30	<29	<27	<28	<31	<28	<30	<29
Ethylbenzene	2,900		70	<29	<29	<30	<29	<27	<28	<31	<28	<30	<29
Xylenes	4,100		440	<87	<88	<89	<29	<27	<97	<100	<96	<100	<98
1,2,4-trimetylbenzene	NS		970	<29	<29	<30	<29	<27	<28	<31	<28	<30	<29
1,3,5-trimethylbenzene	NS		300	<29	<29	<30	<29	<27	<28	<31	<28	<30	<29
Methyl tertiary butyl ether	NS		<32	<29	<29	<30	<29	<27	<28	<31	<28	<30	<29
n-Butylbenzene	NS		100	NA	NA	NA	<29	<27	<28	<31	<28	<30	<29
cis-1,2-Dichloroethene	NS		120	NA	NA	NA	<29	<27	<28	<31	<28	<30	<29
Naphthalene	NS		750	NA	NA	NA	<29	<54	<54	<61	<57	<59	<57
n-Propylbenzene	NS		86	NA	NA	NA	<29	<27	<28	<31	<28	<30	<29
Metals (mg/kg)		**NR 720 Direct Contact RCL**											
Lead		50 mg/kg Non-Industrial Site	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Landfill Acceptance Testing	**WAC NR 720 Residual Contaminant Level**												
Flashpoint	<140 F		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Paint Filter Liquids	NS		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Diesel Range Organic Compounds (DRO)	250 mg/kg		**3000 mg/kg**	<5.2	**1000 mg/kg**	36	NA	NA	NA	NA	NA	NA	NA

TABLE C-1
SOIL ANALYTICAL RESULTS
Midas Automobile Shop
6050 North 91st Street
Milwaukee, Wisconsin

Sample ID	**Soil Cleanup Levels (WDNR RR-519-97) Groundwater Pathway**	**Soil Cleanup Levels (WDNR RR-519-97) Direct Contact Pathway Non-Industrial**	**HA-01**	**HA-02**	**HA-03**	**HA-04**	**HA-05**	**HA-06**	**HA-07**	**HA-08**	**HA-09**	**HA-10**	**HA-11**	**HA-12**	**Composite-1**
Sampling Depth (ft)			1'	1'	1'	1'	1'	1'	1'	1'-1.5'	1'-1.5'	1'-1.5'	1'-1.5'	1'-1.5'	1'-1.5'
Sample Date			10/8/08	10/8/08	10/8/08	10/8/08	10/8/08	10/8/08	10/8/08	10/8/08	12/12/08	12/12/08	12/12/08	12/12/08	11/18/08
Polycyclic Aromatic Hydrocarbons (PAHs) (µg/kg)															
Acenaphthene	38,000	900,000	<170	<120	<590	<170	<200	<180	<520	<180	<100	<180	<170	<170	NA
Acenaphthylene	700	18,000	<290	<200	<1000	<300	<350	<300	<880	<310	<180	<300	<290	<290	NA
Fluorene	100,000	600,000	<34	<23	<120	<35	<41	<36	<100	<37	<21	<35	84	<34	NA
Phenanthrene	1,800	18,000	<17	58	68	300	150	240	240	250 b	72	280	330	140	NA
Anthracene	3,000,000	5,000,000	<17	14	<59	79	31	60	72	30	17	84	81	23	NA
Fluoranthene	500,000	600,000	<34	170	150	620	320	450	790	370	160	530	830	330	NA
Pyrene	8,700,000	500,000	<17	110	95	390	210	310	870	330	160	480	820	370	NA
Benzo(a)anthracene	17,000	88	59	**110**	<59	**270**	**170**	**220**	**210**	**130**	73	**200**	**400**	**120**	NA
Chrysene	37,000	8,800	47	95	<59	230	140	150	180	120	65	180	350	120	NA
Benzo(b)fluoranthene	360,000	88	**120**	**100**	**88**	**180**	**130**	**140**	**380**	**120**	64	**150**	**310**	**130**	NA
Benzo(k)fluoranthene	870,000	880	26	49	62	120	89	110	180	82	39	120	230	78	NA
Benzo(a)pyrene	48,000	8.8	**130**	**110**	**96**	**250**	**150**	**200**	**250**	**140**	**77**	**210**	**420**	**160**	NA
Dibenz(a,h)anthracene	38,000	8.8	<26	**29**	<88	**41**	<31	<27	**77**	<27	<16	<26	**40**	<26	NA
Indeno(1, 2, 3-cd)pyrene	680,000	88	**110**	**110**	**110**	**200**	**130**	**140**	**430**	**100**	64	**170**	**310**	**110**	NA
Benzo(g,h,i)perylene	6,800,000	1,800	610	140	340	200	180	170	430	110	46	160	310	110	NA
Naphthalene	400	20,000	<100	<70	<350	<100	<120	<110	<310	<110	<63	<110	<100	<100	NA
1-Methylnaphthalene	23,000	1,100,000	<100	<70	<350	<100	<120	<110	<310	<110	<63	<110	<100	<100	NA
2-Methylnaphthalene	20,000	600,000	<86	<58	<290	<87	<100	<90	<260	<91	<52	<88	<86	<86	NA
Volatile Organic Compounds (VOCs) (µg/kg)	**WAC NR 720 Residual Contaminant Level**														
Tetrachloroethene	NS		<29	<29	<29	<29	<29	<30	<29	NA	NA	NA	NA	NA	NA
Trichloroethene	NS		63	<29	<29	<29	<29	<30	<29	NA	NA	NA	NA	NA	NA
Toluene	1,500		<29	<29	<29	<29	<29	<30	46	NA	NA	NA	NA	NA	NA
Benzene	5.5		<29	<29	<29	<29	<29	<30	<29	NA	NA	NA	NA	NA	NA
Ethylbenzene	2,900		<29	<29	<29	<29	<29	<30	<29	NA	NA	NA	NA	NA	NA
Xylenes	4,100		<98	<98	<100	<99	<99	<100	<100	NA	NA	NA	NA	NA	NA
1,2,4-trimetylbenzene	NS		<29	<29	<29	<29	<29	<30	<29	NA	NA	NA	NA	NA	NA
1,3,5-trimethylbenzene	NS		<29	<29	<29	<29	<29	<30	<29	NA	NA	NA	NA	NA	NA
Methyl tertiary butyl ether	NS		<29	<29	<29	<29	<29	<30	<29	NA	NA	NA	NA	NA	NA
n-Butylbenzene	NS		<29	<29	<29	<29	<29	<30	<29	NA	NA	NA	NA	NA	NA
cis-1,2-Dichloroethene	NS		<29	<29	<29	<29	<29	<30	<29	NA	NA	NA	NA	NA	NA
Naphthalene	NS		<57	<58	<59	<58	<58	<60	<59	NA	NA	NA	NA	NA	NA
n-Propylbenzene	NS		<29	<29	<29	<29	<29	<30	<29	NA	NA	NA	NA	NA	NA
Metals (mg/kg)		**NR 720 Direct Contact RCL**								NA	NA	NA	NA	NA	NA
Lead		50 mg/kg Non-Industrial Site	NA	NA	NA	NA	NA	NA	NA	**180**	**130**	**150**	**160**	**65**	**1,300**
Landfill Acceptance Testing	**WAC NR 720 Residual Contaminant Level**														
Flashpoint	<140 F		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	>200 F
Paint Filter Liquids	NS		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	<0.10 ml
Diesel Range Organic Compounds (DRO)	250 mg/kg		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	**260 mg/kg**

Notes:
1. Sampling dates are provided in the table. Analysis performed by TestAmerica Laboratories of Watertown, Wisconsin.
2. PAHs analyzed in accordance with United States Environmental Protection Agency (USEPA) Method 8310; VOCs analyzed in accordance with USEPA Method 8260B; DRO analyzed in accordance with Wisconsin Modified Method; and semi-VOCs analyzed in accordance with USEPA Method 8270.
3. Wisconsin Department of Natural Resources (WDNR) Interim Guidance PUBLRR-519-97 Suggested Residual Contaminant Level (RCL) for PAHs in Soil-Migration to Groundwater Pathway; and WDNR Interim Guidance PUBL RR-519097 Suggested RCL for PAHs in Soil-Direct Contact for Non-Industrial Sites.
4. NS = no established standard.
5. "<" denotes parameter was not detected above specified detection limit.
6. Only detected compounds are presented in the table.
7. **BOLD** font designates RCL exceedance.
8. NA = not analyzed.
9. Concentrations expressed in micrograms per kilogram (µg/kg) unless otherwise noted.

RIGHT-OF-WAY

GZA
GeoEnvironmental, Inc.

Engineers and Scientists

February 12, 2009
File No. 20.0152068.00

City of Milwaukee Department of Public Works
Infrastructure Services Division
Zeidler Municipal Building
841 North Broadway Street, Room 701
Milwaukee, Wisconsin 53202

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FAX 262-754-9711
www.gza.com

Attention: Mr. Jeffrey S. Polenske, P.E.
City Engineer

Subject: Notification of Soil Contamination in the Fond du Lac Avenue Right-of-Way Adjacent to the Midas Automotive Shop Property
6055 North 91st Street
Milwaukee, Wisconsin
BRRTS Case No. 02-41-552391

Dear Mr. Polenske:

On behalf of Erin East, LLC, the owner of the Midas Automotive Shop located at 6055 North 91st Street in Milwaukee, Wisconsin ("Site"), GZA GeoEnvironmental, Inc. (GZA) is providing the City of Milwaukee ("City") with notification of the presence of soil contamination within the City right-of-way adjacent to the east side of the aforementioned property. Following acquisition of a *Public Way Excavation Permit* for soil borings from the City, GZA advanced four borings in the unpaved right-of-way extending from the eastern Site property boundary east to the back of the curb of Fond du Lac Avenue. Polycyclic aromatic hydrocarbons (PAHs) and lead were identified within the right-of-way at concentrations above Wisconsin's direct contact PAH and lead soil standards. A summary of compounds, maximum concentrations detected and pertinent Wisconsin soil standards follows:

Compound / Element	Maximum Concentration	Standard
Benzo(a)anthracene	350 µg/kg	88 µg/kg
Benzo(a)pyrene	320 µg/kg	8.8 µg/kg
Benzo(b)fluoranthene	210 µg/kg	88 µg/kg
Dibenz(a,h)anthracene	36 µg/kg	8.8 µg/kg
Indeno(1,2,3-cd)pyrene	230 µg/kg	88 µg/kg
Lead	71 mg/kg	50 mg/kg

Notes:

1. The above soil standards address the direct contact pathway for a non-industrial site established in: *Soil Cleanup Levels for Polycyclic Aromatic Hydrocarbons (PAHs) Interim Guidance* (*Publication RR-519-97)* and Wisconsin Administrative Code NR 720.
2. µg/kg = microgram per kilogram.
3. mg/kg = milligram per kilogram.

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Please feel free to contact the undersigned at (262) 754-2560 should you have any questions or require additional information.

Very truly yours,

GZA GeoEnvironmental, Inc.

Mark K. Borucki, P.G., CHMM
Senior Project Manager
Hydrogeologist

J:\152000to152099\152068\Task 3 - 91st Street\Case Closure Request\Right-of-Way Notification Letter.doc

cc: Mr. Ronald D. Leonhardt (City of Milwaukee, City Clerk)
Mr. David P. Misky (City of Milwaukee)
Ms. Terri Linder (Milwaukee Health Department)
Mr. Peter Houser (Erin East, LLC)
Ms. Pamela Gergens, Esq. (Whyte Hirschboeck Dudek, S.C.)