

GIS REGISTRY

Cover Sheet

March, 2010
(RR 5367)

Source Property Information

BRRTS #:

ACTIVITY NAME:

PROPERTY ADDRESS:

MUNICIPALITY:

PARCEL ID #:

CLOSURE DATE:

FID #:

DATCP #:

COMM #:

*WTM COORDINATES:

X: Y:

** 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:

- | | |
|----------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Groundwater Contamination > ES (236) | <input checked="" type="checkbox"/> Soil Contamination > *RCL or **SSRCL (232) |
| <input checked="" type="checkbox"/> Contamination in ROW | <input checked="" type="checkbox"/> Contamination in ROW |
| <input checked="" type="checkbox"/> Off-Source Contamination | <input checked="" type="checkbox"/> Off-Source Contamination |
| <i>(note: for list of off-source properties
see "Impacted Off-Source Property" form)</i> | <i>(note: for list of off-source properties
see "Impacted Off-Source Property" form)</i> |

Land Use Controls:

- | | |
|---------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> N/A (Not Applicable) | <input type="checkbox"/> Cover or Barrier (222) |
| <input type="checkbox"/> Soil: maintain industrial zoning (220) | <i>(note: maintenance plan for
groundwater or direct contact)</i> |
| <i>(note: soil contamination concentrations
between non-industrial and industrial levels)</i> | <input type="checkbox"/> Vapor Mitigation (226) |
| <input type="checkbox"/> Structural Impediment (224) | <input type="checkbox"/> Maintain Liability Exemption (230) |
| <input type="checkbox"/> Site Specific Condition (228) | <i>(note: local government unit or economic
development corporation was directed to
take a response action)</i> |

Monitoring Wells:

Are all monitoring wells properly abandoned per NR 141? (234)

- Yes No N/A

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

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 #: 03-41-105811

PARCEL ID #: 347-0214-000

ACTIVITY NAME: City of Milwaukee Cade Property

WTM COORDINATES: X: 685238 Y: 289449

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

- Closure Letter**
- Maintenance Plan** (if activity is closed with a land use limitation or condition (land use control) under s. 292.12, Wis. Stats.)
- Continuing Obligation Cover Letter** (for property owners affected by residual contamination and/or continuing obligations)
- Conditional Closure Letter**
- Certificate of Completion (COC)** (for VPLE sites)

SOURCE LEGAL DOCUMENTS

- 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.

- 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 #: Title:

- 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 11 x 17 inches unless the map is submitted electronically.

- 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 #: 1 Title: Site Location Map

- 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 #: 3 Title: Boring and Monitoring Well Location Map

- 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 #: 12 & 14 Title: Confirmation Soil Analytical Results and Estimated Extent of Petroleum Impacted Soil

BRRTS #: 03-41-105811

ACTIVITY NAME: City of Milwaukee Cade Property

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 #: 4 Title: Cross-Section Location Map

Figure #: 5, 6, 7 Title: Geologic Cross-Section Map (A-A') (B-B') (C-C')

- 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 #: 17 Title: Groundwater Analytical Results

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

Figure #: 16 Title: Groundwater Elevations - October 31, 2007

Figure #: Title:

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

Tables must be no larger than 11 x 17 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 #: 1 & 4 Title: Soil Analytical Results - Remedial Investigation and Remediation

- 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 #: 5 Title: Groundwater Analytical Results - Natural Attenuation Monitoring

- 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 #: 2 Title: Groundwater Elevations

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 #: 03-41-105811

ACTIVITY NAME: City of Milwaukee Cade Property

NOTIFICATIONS

Source Property

Not Applicable

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.

Not Applicable

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: 2

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

Impacted Off-Source Property Information

Form 4400-246 (R 3/08)

This fillable form is intended to provide a list of information that must be submitted for evaluation for case closure. It is to be used in conjunction with Form 4400-202, Case Closure Request (Section H). 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 #:

ACTIVITY NAME:

ID	Off-Source Property Address	Parcel Number	WTM X	WTM Y
<input type="text" value="A"/>	<input type="text" value="4538 W Lisbon Ave, Milwaukee"/>	<input type="text" value="3470213000 (347-0213-1)"/>	<input type="text" value="685243"/>	<input type="text" value="289467"/>
<input type="text" value="B"/>	<input type="text" value="2230 N 46th St, Milwaukee"/>	<input type="text" value="3470212000 (347-0212-6)"/>	<input type="text" value="685243"/>	<input type="text" value="289471"/>
<input type="text" value="C"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="D"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="E"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="F"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="G"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="H"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="I"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>



ENVIRONMENTAL & REGULATORY SERVICES DIVISION
BUREAU OF PECFA
9316 North 107th Street
Milwaukee, Wisconsin 53224-1121
TTY: Contact Through Relay
Fax: (414) 357-4700
Scott Walker, Governor
Paul F. Jadin, Secretary

May 24, 2011

Ms. Tory Kress
City of Milwaukee
Redevelopment Authority
809 North Broadway
Milwaukee, WI 53201

RE: **Final Closure**

Commerce # 53208-1237-30-A DNR BRRTS # 03-41-105811
City of Milwaukee Cade Property, 4530 West Lisbon Avenue, Milwaukee
One 300-gallon waste oil underground storage tank (UST) removed in 1996

Dear Ms. Kress:

The Wisconsin Department of Commerce (Commerce) has received the monitoring well abandonment forms that were required as the condition for closure of the site referenced above. It is noted that although the conditional closure letter specified that five monitoring wells were to be abandoned, only four were abandoned after conditional case closure, as the fifth well (MW-2) was abandoned during excavation activities in 2006. This site is now listed as "closed" on the Commerce database and will be included on the Department of Natural Resources (DNR) Geographic Information System (GIS) Registry of Closed Remediation Sites to address residual soil and groundwater contamination. To review all sites on the GIS Registry web page, visit <http://dnr.wi.gov/org/aw/rr/gis/index.htm>. If you intend to construct a potable well on this property, you must get prior DNR approval. Although your consultant submitted a Cap Maintenance Plan with the case closure request, maintenance of a barrier cap is not required for closure of the waste oil UST site.

All current and future owners and occupants of the property need to be aware that excavation of contaminated soil may pose a hazard. Special precautions may be needed to prevent inhalation, ingestion or dermal contact with the residual contamination when it is removed. If soil is excavated, the property owner at the time of excavation must have the soil sampled and analyzed to determine if residual contamination remains. If sampling confirms that contamination is present, the property owner at the time of excavation must 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.

Depending on site-specific conditions, construction over contaminated materials may result in vapor migration into enclosed structures or along newly placed underground utility lines. The potential for vapor inhalation and migration 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.

Costs for sampling and excavation activities conducted after case closure are not eligible for PECFA reimbursement. However, if it is determined that any undisturbed remaining petroleum contamination poses a threat, the case may be reopened and further investigation or remediation may be required. If this case is reopened, any original claim under the PECFA fund would also reopen and you may apply for

assistance to the extent of remaining eligibility. It is in your best interest to keep all documentation related to environmental activities at your site.

Thank you for your efforts to bring this case to closure. If you have any questions, please contact me in writing at the letterhead address or by telephone at (414) 357-4703.

Sincerely,

A handwritten signature in black ink, appearing to read 'Lm', followed by a long, sweeping horizontal line that curves upwards at the end.

Linda M. Michalets
Senior Hydrogeologist
Site Review Section

cc: Mr. Dean Fenske, AECOM, Inc.



ENVIRONMENTAL & REGULATORY SERVICES DIVISION
BUREAU OF PECFA
9316 North 107th Street
Milwaukee, Wisconsin 53224-1121
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Jim Doyle, Governor
Richard J. Leinenkugel, Secretary

May 4, 2009

Ms. Tory Kress
Redevelopment Authority
City of Milwaukee
809 North Broadway
Milwaukee, WI 53201

RE: **Conditional Case Closure**

Commerce # 53208-1237-30-A DNR BRRTS # 03-41-105811
City of Milwaukee Cade Property, 4530 West Lisbon Avenue, Milwaukee
One 300-gallon waste oil underground storage tank removed in 1996

Dear Ms. Kress:

The Wisconsin Department of Commerce (Commerce) has reviewed the request for case closure prepared by your consultant, AECOM, for the site referenced above. It is understood that residual soil and groundwater contamination remains on site in the area of the former waste oil underground storage tank (UST) and in the alley. Commerce has determined that this site does not pose a significant threat to the environment and human health. No further investigation or remedial action is necessary.

In the *Remedial Investigation, Remedial Excavation and Groundwater Monitoring Documentation Report*, dated February 2009, AECOM provided soil and groundwater monitoring data indicating the presence of non-petroleum constituents and non-tank related contamination. Commerce does not have regulatory authority over these releases, so the Department of Natural Resources (DNR) has been notified of these results. On April 22nd, Commerce provided the above-referenced report to the DNR to make the following determinations:

- Whether a release occurred from the 500-gallon gasoline UST that was removed from the 4522 West Lisbon Avenue property in 1996. Soil contamination detected in this area does not appear to be related to the waste oil UST.
- Whether metals, primarily arsenic, are the source of a release. These substances were detected in soil and groundwater samples collected from the 4530 and the 4522 properties and cannot be attributed to the waste oil UST. AECOM determined that that "the results suggest the arsenic concentrations are normal background levels and that there is no arsenic release at the site."
- Whether a chlorinated, non-petroleum release occurred. Volatile organic compound (VOC) analysis was performed on all soil samples collected prior to remediation, with none exhibiting elevated concentrations of chlorinated compounds. No chlorinated compounds were reported for the groundwater sample collected by Giles Engineering from monitoring well MW-2 in the waste oil UST area in 2001, although no analytical data sheets are available for review and verification. There is a strong possibility that the water from the sanitary sewer that was broken during soil excavation could be the source of at least some of the chlorinated compounds that have been detected after soil excavation. For example, chloroform was detected in the first

groundwater sample round collected after the excavation, and this compound can be volatilized from chlorinated drinking water.

The following condition must be satisfied to obtain final closure of the waste oil UST site:

The five monitoring wells must be properly abandoned and the appropriate documentation must be forwarded to me at the letterhead address. However, if you or the DNR determines that any or all of these wells are needed for the investigation of another source, you must notify Commerce of the specific wells that will be kept active and for what site they will be assigned to for maintenance and abandonment.

Although AECOM provided a barrier maintenance plan to address residual contamination, Commerce is not requiring maintenance of a cap to address residual soil contamination associated with the former waste oil UST. No remaining direct contact risk has been identified. However, a cap may be required to address other contaminant sources at this and the adjacent property.

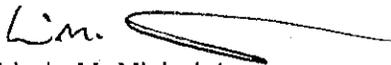
Information submitted with your closure request will be included on the Department of Natural Resources (DNR) GIS Registry of Closed Remediation Sites. All sites on the Registry can be viewed via the Remediation and Redevelopment (RR) Sites Map at <http://dnr.wi.gov/org/aw/rr/gis/index.htm>. Because residual contamination remains at the time of case closure, if you intend to construct a potable well on this property, you must get prior DNR approval.

All current and future owners and occupants of the property need to be aware that excavation of contaminated soil may pose a hazard. Special precautions may be needed to prevent inhalation, ingestion or dermal contact with the residual contamination when it is removed. If soil is excavated, the property owner at the time of excavation must have the soil sampled and analyzed to determine if residual contamination remains. If sampling confirms that contamination is present, the property owner at the time of excavation must 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. Costs for sampling and excavation activities conducted after the date of this letter are not eligible for PECFA reimbursement.

Timely filing of your final PECFA claim (if applicable) is encouraged. If your claim is not received within 120 days of the date of this letter, interest costs incurred after 60 days from the date of this letter will not be eligible for PECFA reimbursement.

Thank you for your efforts to protect Wisconsin's environment. If you have any questions, please contact me in writing at the letterhead address or by telephone at (414) 357-4703.

Sincerely,



Linda M. Michalets
Senior Hydrogeologist
Site Review Section

cc: Mr. Dean Fenske, AECOM
Ms. Nancy Ryan, DNR

24

Document Number	JUDGMENT Document Title
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Type of Service: Recording, Mail

Date: July 14, 2004

Tax Liens for: 2004, No. 1

Name: SEE ATTACHED DOCUMENT

Address:

Tax Key No.:

Parcel:

DOC. #
08820963

REGISTER'S OFFICE | SS
Milwaukee County, WI

RECORDED AT 09:08AM

07/14/2004

JOHN LA FAVE
REGISTER OF DEEDS

AMOUNT: 57.00

Recording Area
Name and Return Address
Beverly A. Temple Assistant City Attorney 200 E. Wells Street, Suite 800 Milwaukee, WI 53202 414-286-2601

Parcel No.: See Attached
Tax Key No.: Document

COPY

STATE OF WISCONSIN

CIRCUIT COURT

MILWAUKEE COUNTY

IN THE MATTER OF THE FORECLOSURE
OF TAX LIENS PURSUANT TO SEC. 75.521,
WISCONSIN STATUTES, BY THE CITY OF MILWAUKEE
MILWAUKEE, A MUNICIPAL CORPORATION

JUDGMENT

Case No. 2004CV002780

CODE NO. 30405

List of Tax Liens for 2004 No. 01

The list of parcels of property affected by unpaid tax liens as shown on the delinquent tax rolls in the Treasurer's Office of the City of Milwaukee and Milwaukee County wherein said parcels have been sold the the City of Milwaukee for delinquent taxes and County of Milwaukee having assigned its interest to the City of Milwaukee and one year has elapsed and a petition for judgment vesting title to petitioner in each of the parcels of land in the City and County of Milwaukee remaining unredeemed or for which no answer pursuant to Sec. 75.521(7), Stats., having been duly filed in the Office of the Clerk of Court of Milwaukee County on the 24th day of March, 2004 and a copy of the petition and that part of the list of tax liens as includes a description of the parcels having been mailed by certified mailing, return receipt requested as evidenced by the affidavit of JAMES L. HANNA, Deputy City Treasurer of the City of Milwaukee, duly filed with the Clerk of Circuit of Court of Milwaukee; and said affidavit evidencing the posting of the tax liens and publication of the notice of commencement of this special proceeding including the list of tax liens and the petition herein, and setting forth those parcels which have been timely redeemed except for: 1, 2, 9, 11, 12, 17, 18, 21, 23, 24, 26, 27, 29, 30, 31, 33, 34, 41, 42, 43, 46, 48, 49, 51, 54, 57, 66, 67, 68, 69, 74, 77, 80, 81, 84, 87, 89, 91, 92, 96, 97, 100, 101, 102, 103, 104, 105, 117, 118, 122, 124, 126, 128, 131, 132, 134, 135, 138, 142, 147, 148, 149, 150, 151, 152, 153, 156, 159, 160, 161, 162, 163, 164, 165, 166, 168, 175, 177, 178, 180, 181, 182, 184, 185, 186, 187, 188, 189, 191, 192, 193, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 209, 210, 213, 214, 216, 219, 225, 226, 227, 228, 236, 237, 241, 245, 246, 248, 249, 250, 251, 252, 254, 256, 257, 258, 260, 261, 262, 263, 264, 265, 266, 267, 269, 271, 272, 274, 275, 277, 278, 279, 281, 283, 285, 286, 288, 289, 291, 293, 294, 295, 297, 298, 299, 300, 301, 302, 304, 305, 306, 308, 309, 310, 316, 317, 318, 319, 320, 321, 323, 324, 325, 326,

1 of 22

- Only applicable pages included here -

327, 336, 337, 338, 341, 347, 348, 350, 351, 352, 353, 355, 357, 359, 360, 364, 365, 368, 374, 376, 378, 379, 381, 385, 386, 387, 389, 390, 392, 393, 397, 399, 409.

And the affidavit of Mark W. C. Stodder, Publisher of the Daily Reporter attached thereto as Exhibit "A"; and Attorney Patrick Wait, having been duly appointed guardian ad litem pursuant to Sec. 75.521(12)(8) Stats.;

NOW, THEREFORE, on motion of Grant F. Langley, city Attorney for the City of Milwaukee, by Beverly A. Temple, Assistant City Attorney, attorneys for petitioner, and by authority of Sec. 75.521(8) Stats.,

IT IS ORDERED AND ADJUDGED:

1. That there has been failure to redeem or answer by any person having the right to redeem or answer as provided by Sec. 75.521 Stats., as to parcels: 1, 2, 9, 11, 12, 17, 18, 21, 23, 24, 26, 27, 29, 30, 31, 33, 34, 41, 42, 43, 46, 48, 49, 51, 54, 57, 66, 67, 68, 69, 74, 77, 80, 81, 84, 87, 89, 91, 92, 96, 97, 100, 101, 102, 103, 104, 105, 117, 118, 122, 124, 126, 128, 131, 132, 134, 135, 138, 142, 147, 148, 149, 150, 151, 152, 153, 156, 159, 160, 161, 162, 163, 164, 165, 166, 168, 175, 177, 178, 180, 181, 182, 184, 185, 186, 187, 188, 189, 191, 192, 193, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 209, 210, 213, 214, 216, 219, 225, 226, 227, 228, 236, 237, 241, 245, 246, 248, 249, 250, 251, 252, 254, 256, 257, 258, 260, 261, 262, 263, 264, 265, 266, 267, 269, 271, 272, 274, 275, 277, 278, 279, 281, 283, 285, 286, 288, 289, 291, 293, 294, 295, 297, 298, 299, 300, 301, 302, 304, 305, 306, 308, 309, 310, 316, 317, 318, 319, 320, 321, 323, 324, 325, 326, 327, 336, 337, 338, 341, 347, 348, 350, 351, 352, 353, 355, 357, 359, 360, 364, 365, 368, 374, 376, 378, 379, 381, 385, 386, 387, 389, 390, 392, 393, 397, 399, 409.
2. That all persons claiming under and through the person or persons having the right to redeem or answer from and after the 2nd day of June, 2004 are foreclosed of all their right, title and interest and equity of redemption in and to parcels: 1, 2, 9, 11, 12, 17, 21, 23, 24, 26, 27, 29, 31, 33, 34, 43, 46, 48, 49, 51, 54, 57, 66, 68, 69, 74, 80, 81, 84, 87, 89,

91, 92, 96, 97, 100, 102, 103, 104, 105, 117, 118, 122, 124, 126, 128, 131, 132, 134, 135, 138, 142, 147, 148, 149, 151, 153, 159, 162, 163, 164, 165, 168, 177, 180, 184, 185, 186, 187, 188, 189, 191, 192, 193, 195, 197, 198, 199, 200, 201, 202, 203, 204, 205, 207, 209, 210, 213, 214, 216, 219, 225, 226, 236, 237, 241, 245, 246, 248, 249, 250, 251, 252, 254, 256, 257, 258, 260, 261, 262, 263, 264, 265, 266, 267, 269, 271, 274, 275, 279, 285, 286, 288, 289, 291, 293, 294, 295, 297, 298, 299, 300, 301, 302, 304, 305, 306, 308, 309, 310, 316, 317, 318, 319, 320, 321, 323, 324, 325, 326, 327, 336, 337, 338, 341, 347, 348, 350, 351, 352, 353, 355, 359, 360, 364, 365, 368, 374, 376, 378, 379, 381, 385, 386, 387, 390, 392, 393, 397, 399.

3. That the City of Milwaukee is vested with an estate in fee simple absolute in the below list of parcels subject to all unpaid taxes and charges which are subsequent to the latest dated valid tax lien appearing on the 2004 List of Tax Liens No. 01, filed herein and subject to recorded restrictions as provided by Sec. 75.14(4), Stats., and that all persons, both natural and artificial, including the State of Wisconsin, infants, incompetents, absentees and nonresidents who may have any right, title, interest, claim, lien or equity of redemption are forever barred and foreclosed of such right, title, interest claim, lien or equity of redemption:

PARCEL:	1	TAXKEY:	031-0362-100-2
		ADDRESS & DESCRIPTION:	7500 7500 W NORTHRIDGE LAKES BL NORTHRIDGE LAKES, ETC SUTTON PLACE CONDOMINIUMS IN SW & NW 1/4 SEC 3-8-21 UNIT A & UND INT IN COMMON AREAS & FACILITIES (F/K/A UNIT NO 112)
PARCEL:	2	TAXKEY:	033-0069-000-8
		ADDRESS & DESCRIPTION:	8531 8531 W FAIRY CHASM DR NORTHRIDGE ESTATES IN NW & SW 1/4 SEC 4-8-21 BLOCK 4 LOT 2

PARCEL: 266 TAXKEY: 325-1063-000-8
 ADDRESS & DESCRIPTION: 2451 2451 A N 26TH ST
 RE-SUBD OF LOTS 1 TO 7 ETC IN DAHLMAN & KILIAN'S SUBD
 IN SW 1/4 SEC 18-7-22 BLOCK 3 LOT 8

PARCEL: 267 TAXKEY: 325-1090-000-5
 ADDRESS & DESCRIPTION: 2456 2456 N 27TH ST
 RE-SUBD OF LOTS 1 TO 7 ETC IN DAHLMAN & KILIAN'S SUBD
 IN SW 1/4 SEC 18-7-22 BLOCK 3 LOT 35

PARCEL: 269 TAXKEY: 326-0904-000-8
 ADDRESS & DESCRIPTION: 2421 2423 N 33RD ST
 LEWIS' SUBD OF PART OF W 53 ACRES IN SE 1/4 SEC 13-7-21
 BLOCK 4 LOT 15

PARCEL: 271 TAXKEY: 326-1147-000-1
 ADDRESS & DESCRIPTION: 2542 2542 N 28TH ST
 PART BLKS 4,5&6ETC BEING PART OF GERMANIA PARK IN SE
 13-7-21 BLOCK 6 LOT 14

PARCEL: 274 TAXKEY: 326-1510-000-4
 ADDRESS & DESCRIPTION: 2556 2556 N 35TH ST
 PRUSSIAN HEIGHTS BEING A SUBD OF W 1/2 OF W 53 AC SE 13-
 7-21 BLOCK 4 LOT 35

PARCEL: 275 TAXKEY: 327-0376-000-6
 ADDRESS & DESCRIPTION: 2432 2434 N 36TH ST
 CONTINUATION OF WESTERN AVENUE PARK IN SW 1/4 SEC 13-
 7-21 BLOCK 7 LOT 17

PARCEL: 279 TAXKEY: 327-1517-000-X
 ADDRESS & DESCRIPTION: 2640 2640 N 36TH ST
 WESTERN AVENUE PARK IN SW 1/4 SEC 13-7-21 BLOCK 1 LOT 14

PARCEL: 285 TAXKEY: 329-0327-000-3
 ADDRESS & DESCRIPTION: 2602 2602 N 59TH ST
 HALPIN SUBD IN SW 1/4 SEC 14-7-21 BLOCK 2 LOT 1

PARCEL: 286 TAXKEY: 329-0414-110-X
 ADDRESS & DESCRIPTION: 5219 5219 W CENTER ST
 LISBON AVENUE HEIGHTS IN SW 1/4 SEC 14-7-21 BLOCK 2 LOTS
 3 THRU 6

PARCEL: 288 TAXKEY: 347-0214-000-7
 ADDRESS & DESCRIPTION: 4530 4530 W LISBON AV
 PEOPLE'S BLDG & LOAN ASS'N SUBD NO 4 IN NE 1/4 SEC 23-7-21
 BLOCK 2 LOT 15 & SELY 6 INCHES LOT 14 BID #16

PARCEL: 386 TAXKEY: 468-0044-000-9
ADDRESS & DESCRIPTION: 1917 1917 S 10TH ST
ASSESSMENT SUBD NO 43 IN SW 1/4 SEC 5-6-22 BLOCK 3 LOT 21

PARCEL: 387 TAXKEY: 468-1202-000-5
ADDRESS & DESCRIPTION: 1978 1978 S 11TH ST
W H SKINNER'S SUBD IN NW 1/4 OF SW 1/4 SEC 5-6-22 BLOCK 1
N 25' LOT 2

PARCEL: 390 TAXKEY: 469-1428-000-1
ADDRESS & DESCRIPTION: 1932 1934 S WINONA LA
HAFEMEISTER'S SUBD IN SE 1/4 SEC 6-6-22 BLOCK 1 LOT 31

PARCEL: 392 TAXKEY: 469-2502-000-1
ADDRESS & DESCRIPTION: 2148 2150 S 20TH ST
FRED C RUCK'S SUBD BTC IN SE 1/4 SEC 6-6-22 BLOCK 2 LOT 2 &
PIECE OF LAND ADJ

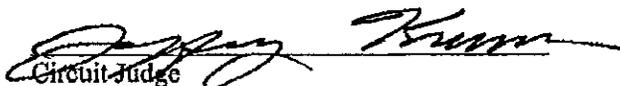
PARCEL: 393 TAXKEY: 470-2047-000-X
ADDRESS & DESCRIPTION: 2154 2154 S 25TH ST
MERRILL'S SUBD OF 18.137 ACRES IN SW 1/4 SEC 6-6-22
BLOCK 2 LOT 19

PARCEL: 397 TAXKEY: 496-0855-000-2
ADDRESS & DESCRIPTION: 2349 2349 S 14TH ST
HOPKINS & HADLEY'S SUBD NO 2 IN NE 1/4 SEC 7-6-22 BLOCK 2
LOT 26

PARCEL: 399 TAXKEY: 496-1150-000-8
ADDRESS & DESCRIPTION: 1331 1333 W HARRISON AV
HOPKINS & HADLEY'S SUBD NO 3 IN NE 1/4 SEC 7-6-22 BLOCK
13 W 32.50' OF E 95' (LOTS 3 & 4) & W 32.50' OF E 95' LOT 40 ADJ

Dated at Milwaukee, Wisconsin, this 14th day of July, 2004

BY THE COURT:


Circuit Judge

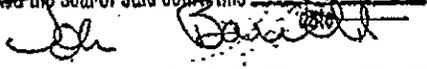
RETURN TO:

Beverly A. Temple
Assistant City Attorney
200 East Wells Street, Room 800
Milwaukee, WI 53202

STATE OF WISCONSIN }
MILWAUKEE COUNTY } SS.

I, the undersigned Clerk of the Circuit Court of Milwaukee County, Wisconsin, hereby certify that I have compared this document with the original on file and that the same is a full, true and correct copy of said original and of the whole thereof, as the same remains of record in my office.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed the seal of said court, this JUL 14 2004



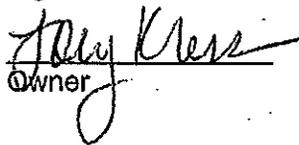
JOHN BARRETT
Clerk of Circuit Court

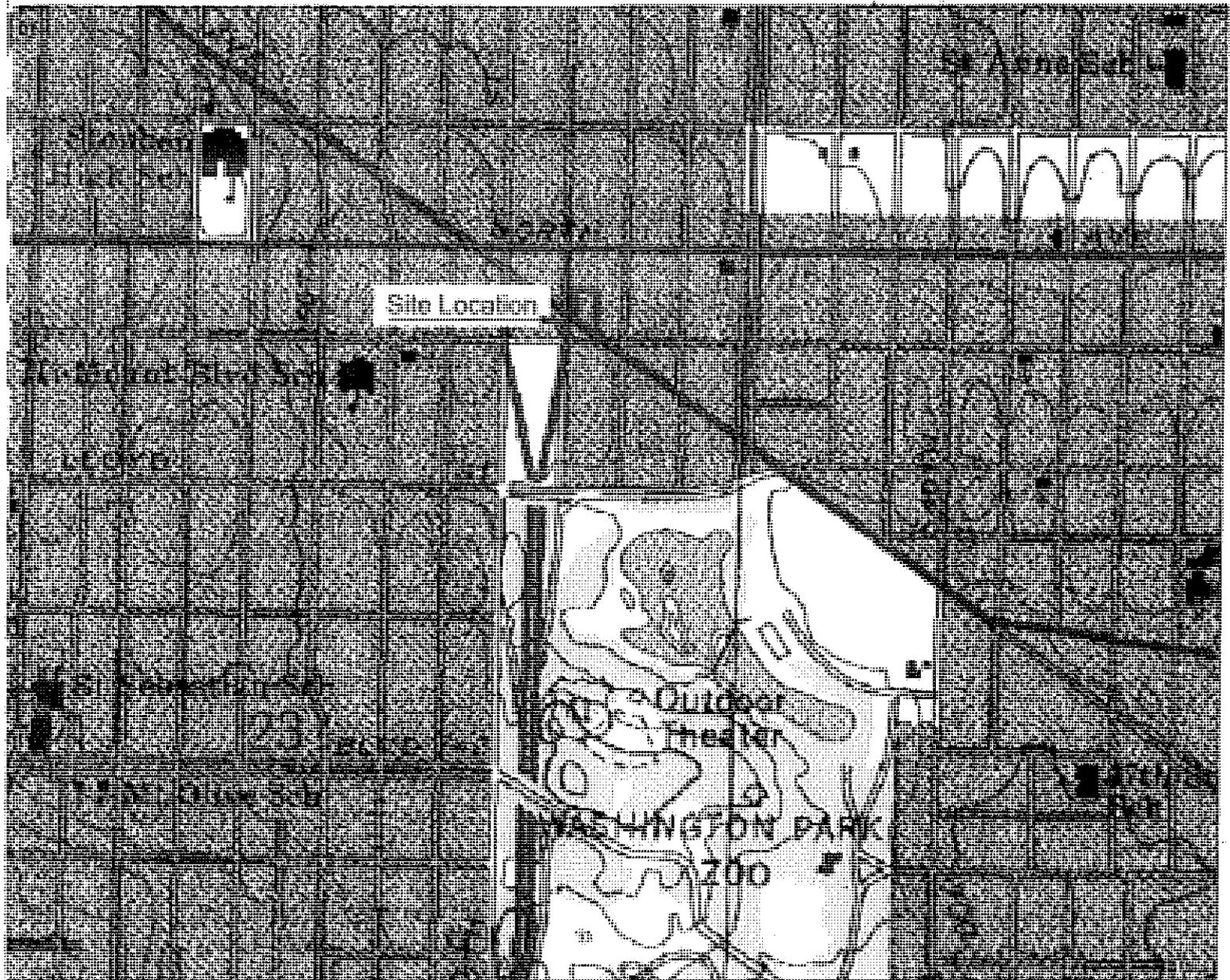
Statement of Legal Description for GIS Packet

I believe the following legal description completely and accurately describes the condemned building property at 4530 West Lisbon Avenue, Milwaukee, Wisconsin.

PEOPLE'S BLDG and LOAN ASS'N SUBD NO 4 IN NE 1/4 SEC 23-7-21 BLOCK 2
LOT 15 and SELY 6 INCHES LOT 14 BID #16

Signed,

 on behalf of RACM
Owner



Topographic Map from TerraServer USA
 courtesy of the United States Geological Survey
 Map Date: 1971
 Map not to scale

REV	DESCRIPTION	DRN	CHK	DATE (M/D/Y)

AECOM 1020 N. Broadway Suite 400 Milwaukee, Wisconsin T 414.225.5100 F 414.225.5111	CRN BY: SAP	CITY OF MILWAUKEE 4522 & 4530 W. LISBON AVE. MILWAUKEE, WI	DATE 8/8/2008
	DES BY:		PROJECT NO. 86406
	CHK BY:	SITE LOCATION MAP	FILENAME Lagoon Site Drawings - Aug 2008.dwg
	APP BY:		SHEET NO. DRAWING NO.

CS-3	10'
sec-Butylbenzene	3,900
n-Butylbenzene	12,700
Ethylbenzene	50,800
Isopropylbenzene	8,700
p-Isopropyltoluene	2,410
Naphthalene	10,600
n-Propylbenzene	29,700
Toluene	780
1,2,4-Trimethylbenzene	154,000
1,3,5-Trimethylbenzene	42,000
Xylenes (total)	167,400

CS-4	12'
None Detected	

CS-2	10'
Benzene	5,600
n-Butylbenzene	6,800
Ethylbenzene	64,000
Isopropylbenzene	5,500
Naphthalene	22,500
n-Propylbenzene	16,300
Toluene	2,870
1,2,4-Trimethylbenzene	97,000
1,3,5-Trimethylbenzene	29,300
Xylenes (total)	209,400

CS-6	11'
None Detected	

CS-5	11'
None Detected	

CS-7	12'
None Detected	

CS-1	5'
Benzene	56
sec-Butylbenzene	380
n-Butylbenzene	1,110
1,4-Dichlorobenzene	121
1,3-Dichlorobenzene	29.6
1,2-Dichlorobenzene	259
cis-1,2-Dichloroethene	42
Ethylbenzene	1,030
Isopropylbenzene	182
p-Isopropyltoluene	247
Naphthalene	2,530
n-Propylbenzene	790
Tetrachloroethene (PCE)	123
Toluene	211
Trichloroethene (TCE)	140
1,2,4-Trimethylbenzene	6,200
1,3,5-Trimethylbenzene	1,140
Xylenes (total)	5,650

CS-9	10'
Naphthalene	1,190
Toluene	36
1,2,4-Trimethylbenzene	74
1,3,5-Trimethylbenzene	27.7
Xylenes (total)	77

CS-8	10'
sec-Butylbenzene	27.6

N. 46TH ST.

W. LISBON ST.

N. 45TH ST.

ALL

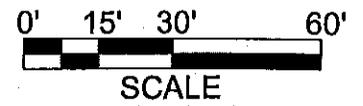
LEGEND:

- PROPERTY LINE
- OVERHEAD ELECTRIC
- APPROXIMATE LOCATION OF FORMER 300-GALLON WASTE OIL UST
- ⋯ APPROXIMATE LOCATION OF FORMER 500-GALLON UNLEADED GASOLINE UST

- ESTIMATED EXTENT OF EXCAVATION
- CS-1@5' CONFIRMATION SAMPLE LOCATION

Notes:

1. Results reported in parts per billion (PPB)
2. Concentrations in **bold** exceed NR 700 standards



DWG NO: SAP DATE: DESIGNED: CHECKED: DATE:	SCALE: 1" = 30'-0" SHEET NO.:	PROJECT NO.: FILENAME: SHEET NO.:	DESCRIPTION: DATE:	DRAWN: CHK: DATE:
AECOM <small>2020 N. Broadway Milwaukee, Wisconsin T: 414.225.5100 F: 414.225.5111 WWW.AECOM.COM</small>				
CITY OF MILWAUKEE 4522 & 4530 W. LISBON AVE. MILWAUKEE, WI				
CONFIRMATION SOIL ANALYTICAL RESULTS (DETECTED VOCs) - REMEDIATION				
DATE: 6/6/2008 PROJECT NO.: 86405 FILENAME: Lisbon Site Drawings - Aug 2008.dwg SHEET NO.: DRAWING NO.: FIGURE 12				

File name: L:\work\88405\Cadd\Lisbon_Site Drawings - Aug 2008.dwg

N. 46TH ST.

W. LISBON ST.

ALLEY

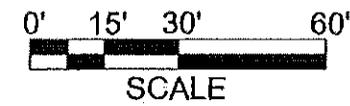
N. 45TH ST.

LEGEND:

- PROPERTY LINE
- OVERHEAD ELECTRIC
- APPROXIMATE LOCATION OF FORMER 300-GALLON WASTE OIL UST
- ⋯ APPROXIMATE LOCATION OF FORMER 500-GALLON UNLEADED GASOLINE UST

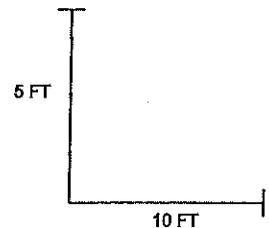
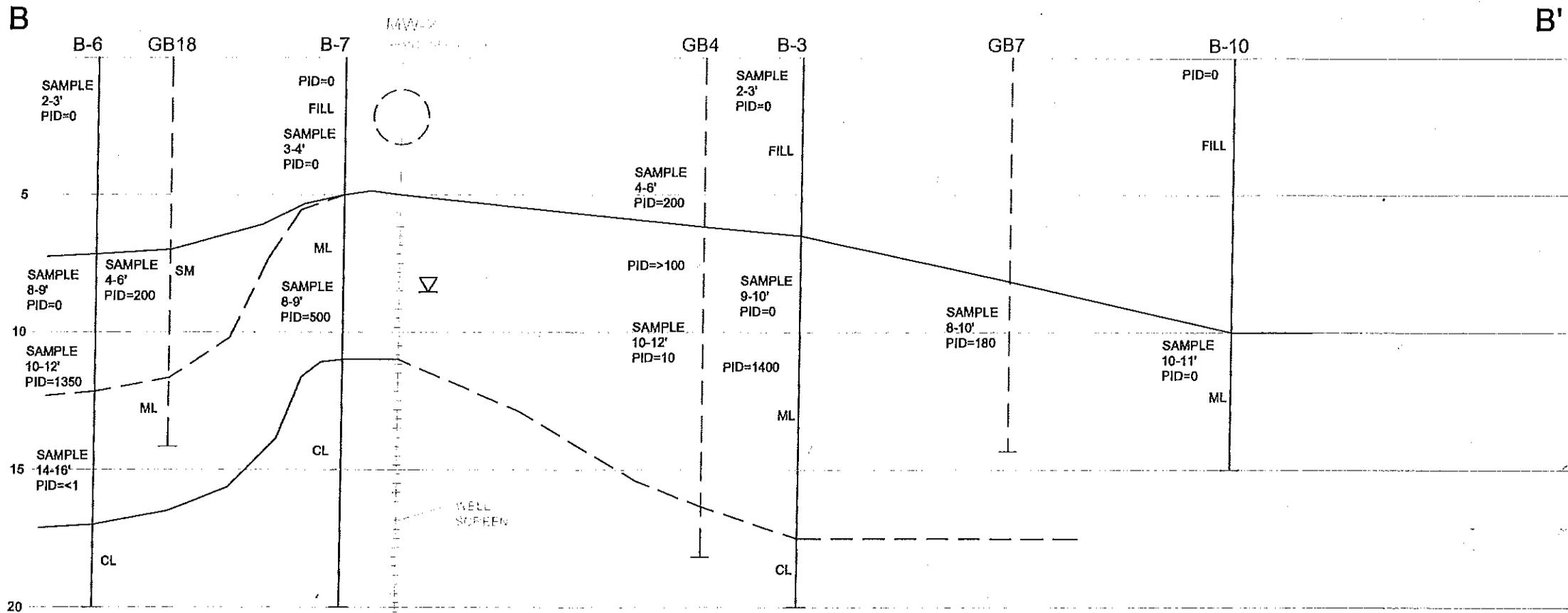
- GB9 ● BORING INSTALLED BY GILES (1996 TO 2001)
- B-1 ○ BORING INSTALLED BY EARTH TECH (2005)
- MW1 ⊕ MONITORING WELLS MW-1 AND MW-2 INSTALLED BY GILES (2001)
- MW3 ⊕ MONITORING WELLS MW-3, MW-4 AND MW-5 INSTALLED BY EARTHTECH (2006 TO 2007)

MONITORING WELL MW-2 ABANDONED BY EARTH TECH (2006)



<p>AECOM 1600 N. Broadway Milwaukee, WI 53212 T 414.223.3100 F 414.223.9111 WWW.AECOM.COM</p>		<p>DATE: 8/5/2008 PROJECT NO: 86408 FILENAME: C:\proj\Site Drawings - Aug 2008.dwg SHEET NO: DRAWING NO: FIGURE 4</p>
<p>CITY OF MILWAUKEE 4522 & 4530 W. LISBON AVE. MILWAUKEE, WI</p>	<p>CROSS-SECTION LOCATION MAP</p>	<p>DESCRIPTION</p>

Printing: 8/5/2008 10:00 AM
 Plot: 8/5/2008 10:00 AM
 Plot Device: AutoCAD Plotter
 Plot Style: acplott.ctb
 Plot Range: Extents
 Plot Scale: 1:1
 Plot Orientation: Landscape
 Plot Color: Black
 Plot Lineweight: 0.20
 Plot Linetype: Solid
 Plot Font: Arial, 10
 Plot Title: 4522 & 4530 W. LISBON AVE. - AUG 2008.dwg
 Plot User: jgarcia
 Plot Password:

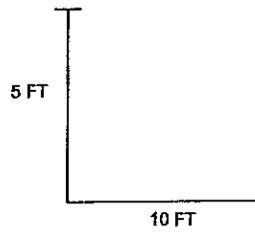
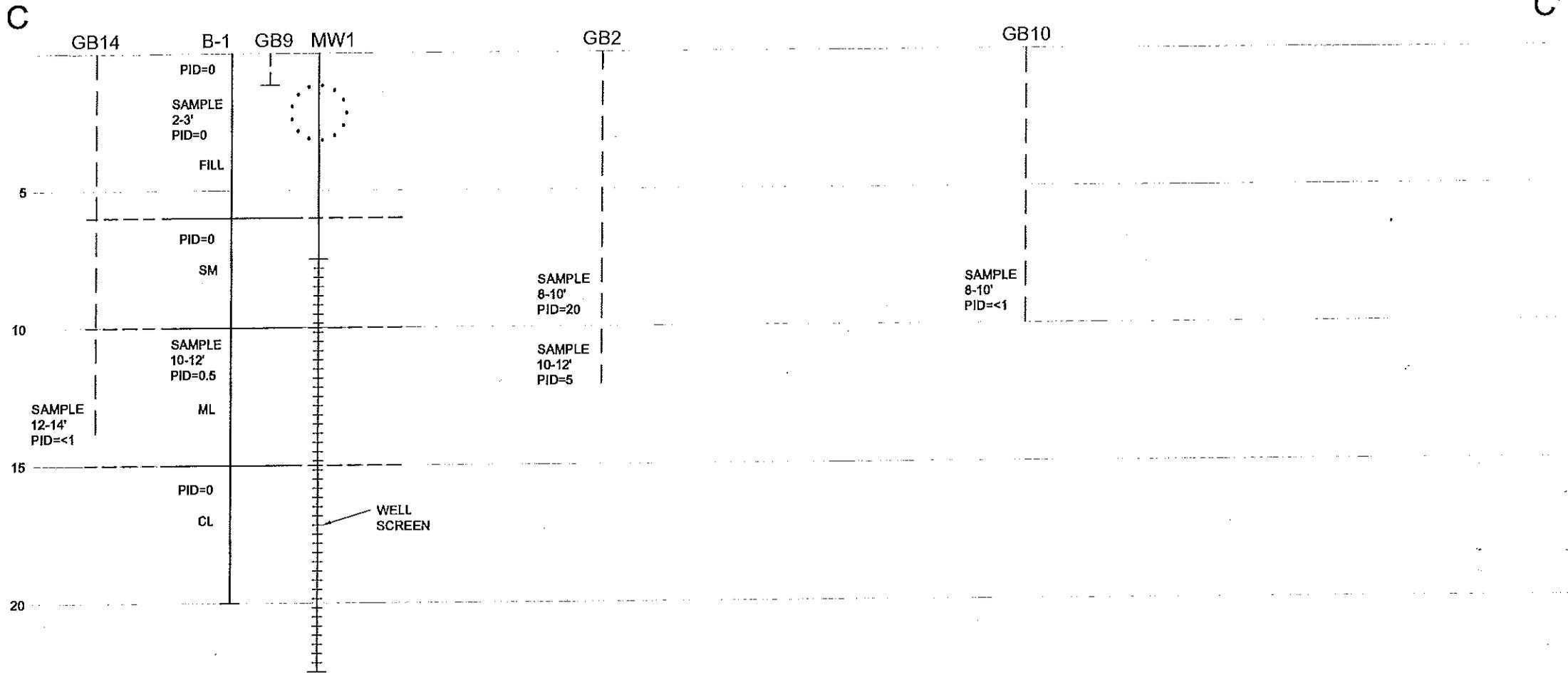


- CL = INORGANIC CLAYS
- SM = SILTY SAND, SAND-SILT MIXTURES
- ML = INORGANIC SILTS AND VERY FINE SANDS
- PID = PHOTOIONIZATION DETECTOR RESULT
- ▽ = APPROXIMATE GROUNDWATER TABLE
- = APPROXIMATE LOCATION OF FORMER 300-GALLON WASTE OIL UST

filename: L:\work\66405\Geog\Mapon Site Drawings - Aug.2008.dwg

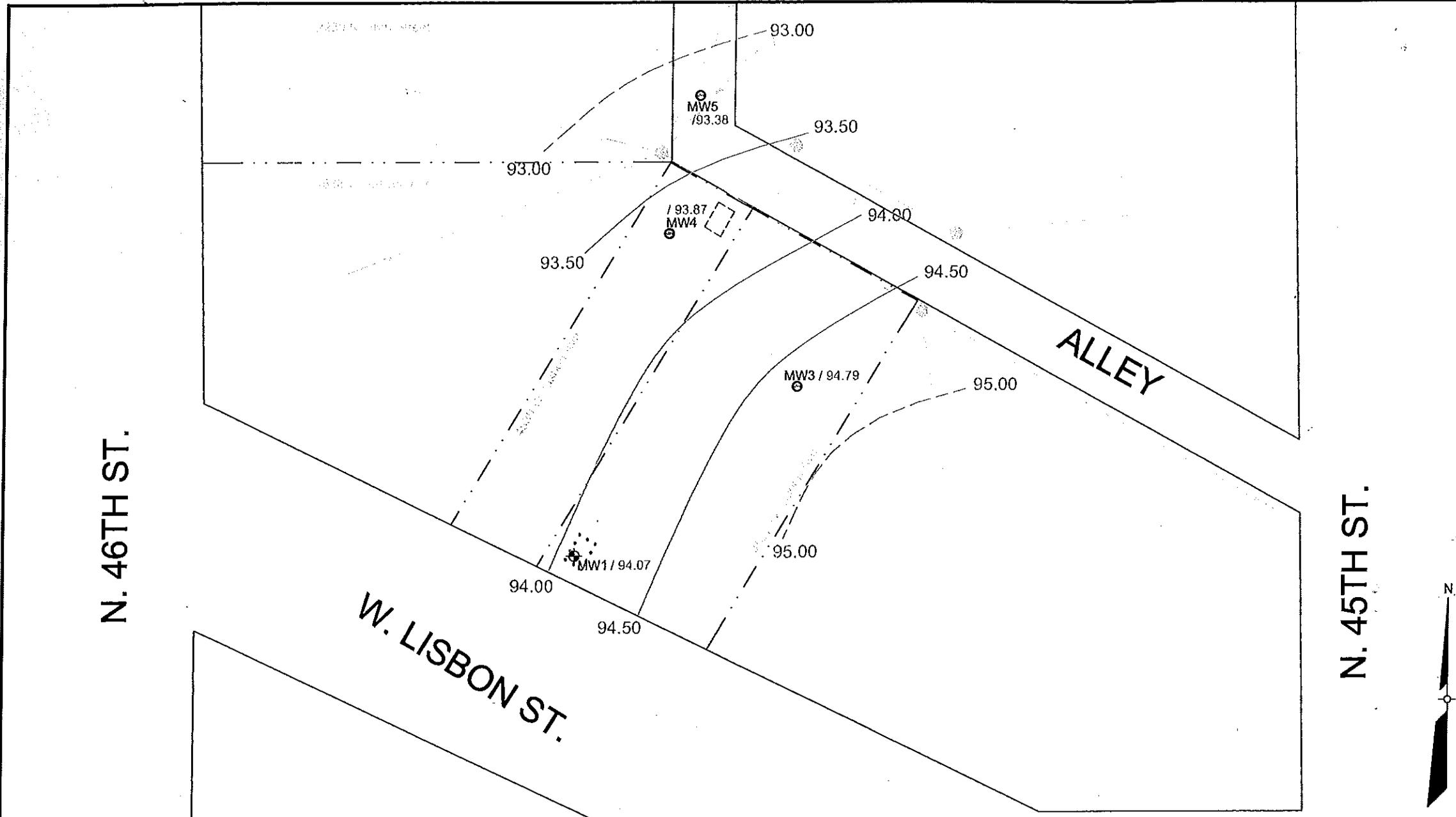
AECOM <small>1600 N. Broadway Milwaukee, Wisconsin T-414.222.5100 F-414.220.5111 WWW.AECOM.COM</small>	
CITY OF MILWAUKEE 4522 & 4530 W. LISBON AVE. MILWAUKEE, WI	GEOLOGIC CROSS-SECTION MAP (B-B')
DATE	8/6/2008
PROJECT NO.	88405
FILENAME	Mapon Site Drawings - Aug.2008.dwg
SHEET NO.	
DRAWING NO.	

brm: L:\86405\86405\Geog\Upton Site Drawings - Aug 2008.dwg
 8/6/2008 10:20:08 AM
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- CL = INORGANIC CLAYS
- SM = SILTY SAND, SAND-SILT MIXTURES
- ML = INORGANIC SILTS AND VERY FINE SANDS
- PID = PHOTOIONIZATION DETECTOR RESULT
- = APPROXIMATE GROUNDWATER TABLE
- = APPROXIMATE LOCATION OF FORMER 500-GALLON UNLEADED GASOLINE UST

AECOM		11220 N. Broadway Suite 400 Milwaukee, Wisconsin 53226-5111 WWW.AECOM.COM	
CITY OF MILWAUKEE		GEOLOGIC CROSS-SECTION MAP C-C'	
4522 & 4530 W. LISBON AVE.		MILWAUKEE, WI	
DATE	8/6/2008	PROJECT NO.	86405
FILENAME	Upton Site Drawings - Aug 2008.dwg	SHEET NO.	
DRAWING NO.	FIGURE 7	DESCRIPTION	
CHK'D	SAP	DATE	
APP'D	CHK'D	DATE	
REV	REV	DATE	



N. 46TH ST.

W. LISBON ST.

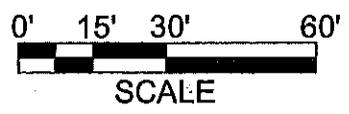
ALLEY

N. 45TH ST.

LEGEND:

- — — — — PROPERTY LINE
- - - - - OVERHEAD ELECTRIC
- APPROXIMATE LOCATION OF FORMER 300-GALLON WASTE OIL UST
- ⋯ APPROXIMATE LOCATION OF FORMER 500-GALLON UNLEADED GASOLINE UST

- MW1 ⊕ MONITORING WELLS MW-1 AND MW-2 INSTALLED BY GILES (2001)
- MW3 ⊕ MONITORING WELLS MW-3, MW-4 AND MW-5 INSTALLED BY EARTHTECH (2006 TO 2007)
- MONITORING WELL MW-2 ABANDONED BY EARTH TECH (2006)
- GROUNDWATER CONTOUR
- / 93.02 GROUNDWATER ELEVATIONS



<p>AECOM 1020 N. Broadway Milwaukee, Wisconsin Tel: 414.224.2000 Fax: 414.224.6111 www.aecom.com</p>		<p>DATE: 8/8/2008</p> <p>PROJECT NO.: 88405</p> <p>FILENAME: Updat 2nd Drawings - Aug 2008.dwg</p> <p>SHEET NO.:</p> <p>DRAWING NO.:</p>	<p>DESCRIPTION:</p> <p>DRN: CHK: DATE: (DDYY)</p>
<p>CITY OF MILWAUKEE 4522 & 4530 W. LISBON AVE. MILWAUKEE, WI</p>	<p>GROUNDWATER ELEVATIONS - (OCTOBER 31, 2007)</p>	<p>VERIFY SCALE IF PLAN SHEET IS REDUCED</p>	<p>APP'D:</p>

Table 1
Soil Analytical Results - Remedial Investigation
Cade Property
4530 West Lisbon Avenue
City of Milwaukee

PID Reading	NR 720.09 Table 1	NR 720.11 Table 2	WDR Interim PAH Soil Cleanup Levels 10 ⁴ R.F.	NR 746 Table 1	NR 746 Table 2	B-1		B-2		B-3		B-4		B-5		B-6		B-7		B-8		B-9		B-10		B-13		GB1		GB2		GB3					
						2'-3'	10'-12'	2'-3'	14'-16'	2'-3'	9'-10'	2'-3'	9'-10'	2'-3'	9'-10'	2'-3'	9'-10'	2'-3'	9'-10'	2'-3'	9'-10'	2'-3'	9'-10'	2'-3'	9'-10'	2'-3'	9'-10'	2'-3'	9'-10'	2'-3'	9'-10'	2'-3'	9'-10'	2'-3'	9'-10'	2'-3'	9'-10'
						0	0.5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Detected VOCs (ppb)																																					
1,2,4-Trimethylbenzene	NS			83,000	NS	42	<25	<25	<25	42	35,000	<25	<25	<25	30,000	<25	36,000	360	100,000	<25	61	<25	21,100	<25	<25	<25	29	<25	51,400	1,030							
1,3,5-Trimethylbenzene	NS			11,000	NS	<25	<25	<25	<25	7,900	<25	<25	<25	7,900	<25	240	31,000	<25	<25	<25	4,300	<25	<25	<25	<25	<25	<25	<25	16,200	141							
2-Chlorotoluene	NS			NS	NS	<25	<25	40	<25	<25	<120	<25	<25	<100	<25	<100	<25	<25	<25	<25	<25	<25	<25	NA	NA	NA	NA	NA	NA	NA	NA	NA					
Benzene	5.5			8,600	1,100	47	<25	<25	<25	<25	<120	<25	<25	<25	8,300	<25	<100	63	1,200	<25	<25	<25	<250	<25	<25	<25	<25	<25	4,740	2,570							
Ethylbenzene	2,900			4,600	NS	<25	<25	<25	<25	<25	<120	<25	<25	18,000	<25	490	160	4,600	<25	<25	<25	<25	410	<25	<25	<25	<25	<25	28,800	151							
Isopropylbenzene	NS			NS	NS	<25	<25	<25	<25	<25	2,700	<25	<25	1,400	<25	1,300	<25	4,300	<25	64	<25	1,250	<25	<25	<25	56	<25	2,780	116								
Methylene Chloride	NS			NS	NS	<25	<25	<25	<250	<250	<120	<250	<250	<100	<250	<100	<250	<310	<250	<250	<250	<250	<25	<25	<25	<25	<25	<25	<0.025	<25							
Naphthalene	NS			2,700	NS	630	31	54	<25	89	1,900	39	<25	<25	2,800	<25	2,200	210	13,000	<25	110	<25	2,310	<25	<25	47	<25	4,300	125								
n-Butylbenzene	NS			NS	NS	<25	<25	<25	<25	<25	<120	<25	<25	<100	<25	<100	<25	<310	<25	250	<25	1,680	<25	<25	<25	47	<25	<250	<25								
n-Propylbenzene	NS			NS	NS	<25	<25	<25	<25	<25	8,100	<25	<25	<25	5,000	<25	6,100	79	17,000	<25	270	<25	4,000	<25	<25	57	<25	9,850	157								
p-Isopropyltoluene	NS			NS	NS	<25	<25	<25	<25	<25	<120	<25	<25	750	<25	820	<25	2,300	<25	<25	<25	<250	<25	<25	<25	<25	<25	864	<25								
sec-Butylbenzene	NS			NS	NS	<25	<25	<25	<25	<25	1,600	<25	<25	480	<25	1,000	<25	1,300	<25	120	<25	450	<25	<25	<25	<25	<25	<25	<25	<25	<25						
Toluene	1,500			38,000	NS	100	<25	<25	<25	<25	<120	<25	<25	7,100	<25	<100	83	690	<25	<25	<25	<250	<25	<25	<25	<25	<25	<25	1,100	143							
Xylenes (total)	4,100			42,000	NS	105	<75	<75	<75	8,708	<75	<75	<75	81,000	<75	4,500	85	171,800	<75	<75	<75	5,300	<75	<75	<75	<75	<75	<75	89,430	3,257							
Xylene, o	NS			NS	NS	41	<25	<25	<25	<25	<120	<25	<25	19,000	<25	210	63	1,600	<25	<25	<25	<250	<25	<25	<25	<25	<25	<25	<25	<25	<25						
Xylenes, m+p	NS			NS	NS	64	<50	<50	<50	<50	8,700	<50	<50	62,000	<50	4,300	320	170,000	<50	<50	<50	5,300	<50	<50	<50	<50	<50	<50	<50	<50	<50	<50					
1,2-Dichloroethane	4.9			600	540	<25	<25	<25	<25	<25	<120	<25	<25	<100	<25	<100	<25	<310	<25	<25	<25	<250	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25					
Isopropyl Ether	NS			NS	NS	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA				
GRO (ppm)	100					NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA				
DRO (ppm)	100					NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA				
Detected PAH (ppb)																																					
1-Methylnaphthalene				1,100,000		320	<3.4	4,900	<3.44	330	170	12	6.6 Q	55 Q	330	9.5	630	39	830	<3.9	22	<3.8	470	<11	NA	NA	NA	NA	NA	NA	NA	NA	NA				
2-Methylnaphthalene				600,000		310	<3.5	7,000	<3.5	400	250	14	18	53	690	14	1,200	62	1,800	<4.1	13	<3.9	1,050	<12	NA	NA	NA	NA	NA	NA	NA	NA	NA				
Acenaphthene				900,000		1,300	4.1	12,000	<3.4	950	<4.1	14	<3.5	230	6.3	15	<3.8	<3.5	11	<3.9	5.1	<3.7	<17	<17	NA	NA	NA	NA	NA	NA	NA	NA	NA				
Acenaphthylene				18,000		680	<3	3,400	<3.4	340	<4.1	8.6	<3.5	160	<3.4	24	<3.8	<3.5	<7.6	<3.9	18	<3.7	<19	<19	NA	NA	NA	NA	NA	NA	NA	NA	NA				
Anthracene				5,000,000		4,700	16	33,000	<4	3,100	<4.8	46	<4.1	1,200	7.1	630	<4.5	<4.2	<9	<4.6	34	<4.5	<11	<11	NA	NA	NA	NA	NA	NA	NA	NA	NA				
Benzo(a)anthracene				690		10,000	38	48,000	<6	6,200	<7.3	120	<6.2	2,800	<6	170	<6.7	<6.2	<13	<6.9	120	<6.7	16	<120	NA	NA	NA	NA	NA	NA	NA	NA	NA				
Benzo(a)pyrene				69		10,000	33	39,000	<3.3	5,100	<4.0	130	4.2	2,500	4.6	180	<3.8	<3.4	<7.3	<3.7	130	<3.6	<8.1	<8.1	NA	NA	NA	NA	NA	NA	NA	NA	NA				
Benzo(b)fluoranthene				680		8,600	25	36,000	<3.2	4,900	<3.9	150	<3.3	1,900	6.4	140	<3.6	<3.3	<7.1	<3.8	89	<3.5	16.1	<7.5	NA	NA	NA	NA	NA	NA	NA	NA	NA				
Benzo(k)fluoranthene				1,800		5,300	17	15,000	<4	3,000	<4.9	68	<4.1	1,400	<4	120	<4.5	<4.2	<9	<4.6	53	<4.5	10.4	<8.5	NA	NA	NA	NA	NA	NA	NA	NA	NA				
Benzo(e)pyrene				8,800		8,400	31	38,000	<3.5	5,000	<4.2	120	<3.6	2,200	5.5	170	<3.9	<3.6	<7.8	<4	110	<3.8	<14	<14	NA	NA	NA	NA	NA	NA	NA	NA	NA				
Chrysene				66,000		10,000	38	45,000	<4.9	6,300	<6	130	<5.1	2,700	8.4	180	<5.5	<5.1	<11	<5.7	120	<5.5	<20	<20	NA	NA	NA	NA	NA	NA	NA	NA	NA				
Dibenz(a,h)anthracene				88		1,600	4.8	5,400	<3.1	810	<3.8	20	<3.2	410	<3.1	36	<3.5	<3.2	<7	<3.8	15	<3.5	<11	<11	NA	NA	NA	NA	NA	NA	NA	NA	NA				
Fluoranthene				600,000		25,000	62	120,000	<3.3	16,000	4	270	8	7,000	25	370	7.3	<3.4	13	<3.7	160	7.2	27.7	<7.4	NA	NA	NA	NA	NA	NA	NA	NA	NA				
Fluorene				600,000		1,900	6.5	23,000	<3.9	1,300	<4.7	22	<4	420	11	27	8.1	<4	13	8.6	8.6	<4.3	10	<9.5	NA	NA	NA	NA	NA	NA	NA	NA	NA				
Indeno(1,2,3-cd)pyrene				680		6,000	19	20,000	<2.9	3,400	<3.5	82	<2.9	1,600	3.9	130	<3.2	<3	<6.4	<3.3	68	<3.2	<9.5	<9.5	NA	NA	NA	NA	NA	NA	NA	NA	NA				
Naphthalene				20,000		600	<4.5	10,000	<4.5	730	300	12	8	73	1,400	15	900	73	1,800	<5.2	16	<5	1,170	<17	NA	NA	NA	NA	NA	NA	NA	NA	NA				
Phenanthrene				18,000		17,000	50	140,000	<3.3	12,000	<4.1	180	9.9	5,600	45	270	17	<3.5	30	<3.8	4																

Table 1 (cont.)
 Soil Analytical Results - Remedial Investigation
 Cade Property
 4530 West Lisbon Avenue
 City of Milwaukee

	NR 720.09 Table 1	NR 720.11 Table 2	WDNR Interim PAH Soil Cleanup Levels 10* R.F.	NR 746 Table 1	NR 746 Table 2	GB4		GB5		GB6		GB7	GB8	GB9		GB10	GB11		GB12	GB13	GB14	GB15		GB16		GB17	GB18			
						4'-6" 200	10'-12" 10	6'-8" 15	12'-14" BDL	6'-8" 210	16'-18" 5	8'-10" 180	14'-16" BDL	2'-4" 13	8'-10" BDL	8'-10" BDL	0'-2" 7	12'-14" BDL	0'-2" 30	12'-14" BDL	12'-14" BDL	12'-14" BDL	4'-6" 620	14'-16" BDL	10'-12" 14	12'-14" 14	12'-14" BDL	10'-12" 1350	14'-16" BDL	
PID Reading																														
Detected VOCs (ppb)				83,000	NS	19,300	2,520	940	<25	117	<25	1,190	<25	105	<25	<25	<25	<25	314	<25	<17	<17	61,890	<44	<50	<45	<44	16,770	<17	
1,2,4-Trimethylbenzene	NS			11,000	NS	5,920	50	<25	<25	<25	<25	<33	<25	53	<25	<25	<25	<25	318	<25	<20	<19	26,700	<20	<22	<20	<20	2,100	<20	
1,3,5-Trimethylbenzene	NS			NS	NS	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	
2-Chlorotoluene	NS			NS	NS	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	
Benzene	6.5			8,600	1,100	409	90	62	<25	<25	<25	<33	<25	73	<25	<25	<25	<25	31	<25	<14	<14	15,900	33	<16	<15	<15	3,790	<15	
Ethylbenzene	2,900			4,600	NS	4,730	31	<25	<25	<25	<33	<25	<25	<25	<25	<25	<25	<25	<25	<19	<19	3,050	<19	<21	<19	<19	389	<19		
Isopropylbenzene	NS			NS	NS	1,040	323	<25	<25	<25	<25	289	<25	<25	<25	<25	<25	<25	487*	488*	274*	629*	<17	<17	<20	<18	<17	<19	<17	
Methylene Chloride	NS			NS	NS	<25	<25	<25	<25	<25	<25	<33	<25	<25	<25	<25	<25	<25	196	<25	371	<25	443	443	5,210	59	<49	<44	<43	649
Naphthalene	NS			2,700	NS	809	302	64	<25	740	<25	740	<25	4,180	<25	<25	<25	<25	<25	<25	<20	<20	4437	<21	<23	<21	<21	<22	<21	
n-Butylbenzene	NS			NS	NS	<100	114	<25	<25	<25	<25	<33	<25	<25	<25	<25	<25	<25	41	<25	<18	<18	11,600	340	<18	<18	<18	1,340	<18	
n-Propylbenzene	NS			NS	NS	3,200	637	<25	<25	50	<25	378	<25	<25	<25	<25	<25	<25	181	<25	<18	<18	<383	<18	<20	<18	<18	209	<18	
p-Isopropyltoluene	NS			NS	NS	1,120	137	<25	<25	<25	<25	299	<25	<25	<25	<25	<25	<25	<25	<19	<19	2,130	<19	441	<19	<17	<19	<21	<19	
sec-Butylbenzene	NS			NS	NS	<25	<25	<25	<25	80	<25	<33	<25	<25	<25	<25	<25	<25	44	<25	<17	<18	<356	<17	<19	<17	<17	2,300	<17	
Toluene	1,600			38,000	NS	249	<25	400	<25	26	<25	<33	<25	74	<25	<25	<25	<25	187	<25	<44	<44	61,890	<44	<50	<45	<44	16,770	<45	
Xylenes (total)	4,100			42,000	NS	12,290	1,930	205	<25	109	<25	202	<25	184	<25	<25	<25	<25	322	<25	<25	<25	---	---	---	---	---	---	---	
Xylene, o	NS			NS	NS	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	
Xylenes, m+p	NS			NS	NS	<25	<25	<25	167	<25	<25	<33	<25	<25	<25	<25	<25	<25	<25	<25	<20	<20	424	<20	<22	<20	<20	<22	<20	
1,2-Dichloroethane	4.9			600	540	<25	<25	<25	80	<25	<25	<33	<25	<25	<25	<25	<25	<25	<25	<17	<17	<363	<17	<19	<17	<17	<19	<17		
Isopropyl Ether	NS			NS	NS	<25	<25	<25	80	<25	<25	<33	<25	<25	<25	<25	<25	<25	44	<25	<17	<18	<356	<17	<19	<17	<17	2,300	<17	
ORO (ppm)	100					791	35	20	<2.0	67	4.9	288	<2.1	8.7	<2.1	<2.0	<2.1	3.8	89	<2.1	1.2	<0.60	1180	8.1	255	<0.5	<0.5	1410	0.89	
Detected PAH (ppb)						NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	
1-Methylnaphthalene			1,100,000			NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	
2-Methylnaphthalene			600,000			NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	
Acenaphthene			900,000			NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	
Acenaphthylene			18,000			NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	
Anthracene			5,000,000			NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	
Benzo(a)anthracene			880			NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	
Benzo(a)pyrene			88			NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	
Benzo(b)fluoranthene			880			NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	
Benzo(k)fluoranthene			1,800			NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	
Benzo(f)fluoranthene			8,800			NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	
Chrysene			88,000			NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	
Dibenz(a,h)anthracene			88			NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	
Fluoranthene			600,000			NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	
Fluorene			600,000			NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	
Indeno(1,2,3-cd)pyrene			880			NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	
Naphthalene			20,000			NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	
Phenanthrene			18,000			NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	
Pyrene			500,000			NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	
RCRA Metals (ppm)						NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	
Arsenic		0.039				NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	
Barium		NS				NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	
Cadmium		8				NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	
Chromium		16,000				NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	
Lead		50				NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	
Mercury		NS				NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	
Selenium		NS				NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	
Silver		NS				NA	NA</																							

Table 4
Soil Analytical Results - Remediation
Cade Property
4530 West Lisbon Avenue
City of Milwaukee

	NR 720.09 Table 1	NR 720.11 Table 2	WDNR Interim PAH Soil Cleanup Levels 10 ⁴ R. F.	NR 746 Table 1	NR 746 Table 2	CS-1		CS-2		CS-3		CS-4		CS-5		CS-6		CS-7		CS-8		CS-9		T-9	T-19		
						5'	10'	5'	10'	5'	10'	5'	10'	5'	10'	5'	10'	5'	10'	5'	10'	5'	10'	5'	10'	Excavated Soils	Excavated Soils
						Base	North wall	West wall	Base	North wall	West wall	Base	North wall	West wall	Base	North wall	West wall	Base	North wall	West wall	Base	North wall	West wall	Base	North wall	West wall	Excavated Soils
PID Reading						5	980	750	15	50	8	3	5	4									750	350			
Detected VOCs (ppb)																											
Benzene	5.5			8,500	1,100	56	5,600	<500	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	108	118		
sec-Butylbenzene	NS			NS	NS	360	<2,500	3,900	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	1,260	3,200		
n-Butylbenzene	NS			NS	NS	1,110	6,800	12,700	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	3,800	8,300		
1,4-Dichlorobenzene	NS			NS	NS	121	<2,500	<500	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25		
1,3-Dichlorobenzene	NS			NS	NS	29.6	<2,500	<500	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25		
1,2-Dichlorobenzene	NS			NS	NS	259	<2,500	<500	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25		
cis-1,2-Dichloroethene	NS			NS	NS	42	<2,500	<500	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25		
Ethylbenzene	2,900			4,600	NS	1,030	54,000	50,000	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	2,550	770			
Isopropylbenzene	NS			NS	NS	182	5,500	8,700	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	2,350	5,000			
p-Isopropyltoluene	NS			NS	NS	247	<2,500	2,410	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	950	2,780			
Naphthalene	NS			2,700	NS	2,530	22,500	10,800	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	1,190	3,700			
n-Propylbenzene	NS			NS	NS	790	16,300	29,700	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	8,200	16,000			
Tetrachloroethene (PCE)	NS			NS	NS	123	<2,500	<500	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25		
Toluene	1,500			38,000	NS	211	2,870	780	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	129	67			
Trichloroethene (TCE)	NS			NS	NS	140	<2,500	<500	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25		
1,2,4-Trimethylbenzene	NS			83,000	NS	6,200	97,000	154,000	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	74	45,000			
1,3,5-Trimethylbenzene	NS			11,000	NS	1,140	29,300	42,000	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	27.7	8,000			
Xylenes (total)	4,100			42,000	NS	5,650	209,400	167,400	<750	<750	<750	<750	<750	<750	<750	<750	<750	<750	<750	<750	<750	<750	77	20,620			
Detected PAH (ppb)																											
Acenaphthene			900,000			139	24	<17	<17	<17	<17	<17	<17	<17	<17	<17	<17	<17	<17	<17	<17	<17	1,840	20	35		
Acenaphthylene			16,000			112	<19	<19	<19	<19	<19	<19	<19	<19	<19	<19	<19	<19	<19	<19	<19	<19	349	<19	<19		
Anthracene			5,000,000			217	25	15	<11	<11	<11	<11	<11	<11	<11	<11	<11	<11	<11	<11	<11	5,270	18	28			
Benzo(a)anthracene			880			401	19	<12	<12	<12	<12	<12	<12	<12	<12	<12	<12	<12	<12	<12	<12	9,100	17	19			
Benzo(a)pyrene			88			688	<8.1	<8.1	<8.1	<8.1	<8.1	<8.1	<8.1	<8.1	<8.1	<8.1	<8.1	<8.1	<8.1	<8.1	<8.1	8,220	<8.1	<8.1			
Benzo(b)fluoranthene			880			1,490	16	<7.5	<7.5	<7.5	<7.5	<7.5	<7.5	<7.5	<7.5	<7.5	<7.5	<7.5	<7.5	<7.5	<7.5	13,000	12	20			
Benzo(ghi)perylene			1,800			240	<8.5	<8.5	<8.5	<8.5	<8.5	<8.5	<8.5	<8.5	<8.5	<8.5	<8.5	<8.5	<8.5	<8.5	<8.5	4,980	<8.5	<8.5			
Benzo(k)fluoranthene			8,800			386	<14	<14	<14	<14	<14	<14	<14	<14	<14	<14	<14	<14	<14	<14	<14	3,400	<14	<14			
Chrysene			88,000			556	<20	<20	<20	<20	<20	<20	<20	<20	<20	<20	<20	<20	<20	<20	<20	7,430	28	<20			
Dibenz(a,h)anthracene			88			20	<11	<11	<11	<11	<11	<11	<11	<11	<11	<11	<11	<11	<11	<11	<11	1,180	<11	<11			
Fluoranthene			600,000			1,270	42	16	<7.4	<7.4	<7.4	<7.4	<7.4	<7.4	<7.4	<7.4	<7.4	<7.4	<7.4	<7.4	<7.4	24,700	30	61			
Fluorene			600,000			188	57	35	<9.5	<9.5	<9.5	<9.5	<9.5	<9.5	<9.5	<9.5	<9.5	<9.5	<9.5	<9.5	<9.5	3,290	29	57			
Indeno(1,2,3-cd)pyrene			880			134	<9.5	<9.5	<9.5	<9.5	<9.5	<9.5	<9.5	<9.5	<9.5	<9.5	<9.5	<9.5	<9.5	<9.5	<9.5	4,430	<9.5	<9.5			
1-Methylnaphthalene			1,100,000			283	2,470	1,240	<11	<11	<11	<11	<11	<11	<11	<11	<11	<11	<11	<11	<11	798	1,920	3,710			
2-Methylnaphthalene			600,000			268	6,480	3,320	<12	<12	<12	<12	<12	<12	<12	<12	<12	<12	<12	<12	<12	798	4,500	8,920			
Naphthalene			20,000			348	5,070	2,140	<17	<17	<17	<17	<17	<17	<17	<17	<17	<17	<17	<17	<17	1,370	3,200	7,560			
Phenanthrene			18,000			1,020	92	51	<8.9	<8.9	<8.9	<8.9	<8.9	<8.9	<8.9	<8.9	<8.9	<8.9	<8.9	<8.9	<8.9	20,000	73	111			
Pyrene			600,000			1,350	37	19	<11	<11	<11	<11	<11	<11	<11	<11	<11	<11	<11	<11	<11	18,300	28	73			
RCRA Metals (ppm)																											
Arsenic		0.039				4.6	3.8	3.3	<2.5	<2.5	3.7	<2.5	<2.5	<2.5	<2.5	<2.5	<2.5	<2.5	<2.5	<2.5	<2.5	<2.5	<2.5	<2.5	<2.5		
Barium		NS				84	130	47	33	27	89	55	68	110									19	160			
Cadmium		8				<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5			
Chromium		16,000				16	23	9.9	13	9.9	19	13	16	25									4.6	25			
Lead		50				210	12	7.3	7.6	7.8	11	<5	6.4	14									92	29			
Mercury		NS				<0.2	<0.2	<0.2	<0.2	<0.2	<0.2	<0.2	<0.2	<0.2	<0.2	<0.2	<0.2	<0.2	<0.2	<0.2	<0.2	<0.2	<0.2	<0.2			
Selenium		NS				<2.5	<2.5	<2.5	<2.5	<2.5	<2.5	<2.5	<2.5	<2.5	<2.5	<2.5	<2.5	<2.5	<2.5	<2.5	<2.5	<2.5	<2.5	<2.5			
Silver		NS				<2.5	<2.5	<2.5	<2.5	<2.5	<2.5	<2.5	<2.5	<2.5	<2.5	<2.5	<2.5	<2.5	<2.5	<2.5	<2.5	<2.5	<2.5	<2.5			

notes:
 Bold numbers are above standards
 NS = No standard or no standard calculated
 PID = Photoionization Detector
 SSL = Site specific level
 R.F. = Risk Factor
 NR 746 Table 1 = Indicators of Residual Petroleum Product in Soil Pores
 NR 746 Table 2 = Protection of Human Health from Direct Contact with Contaminated Soil
 VOC = Volatile Organic Compounds
 PAH = Polynuclear Aromatic Hydrocarbons
 ppm = parts per million
 ppb = parts per billion

Table 5
Groundwater Analytical Results - Natural Attenuation Monitoring
Cade Property
4530 West Lisbon Avenue
City of Milwaukee

Location:	MW-1				MW-3				MW-4				MW-5			NR 140		
	Date:	5/3/06	4/9/07	7/24/07	10/31/07	5/3/06	4/9/07	7/24/07	10/31/07	5/3/06	4/9/07	7/24/07	10/31/07	4/9/07	7/24/07	10/31/07	PAL	ES
Detected VOCs: (ppb)																		
Benzene	<0.17	<0.47	<0.47	<0.47	0.39 J	<0.47	<0.47	<0.47	<0.17	<0.47	<0.47	<0.47	21.8	16.1	19.4	0.5	5	
Ethylbenzene	<0.2	<0.38	<0.38	<0.38	<0.2	<0.38	<0.38	<0.38	<0.2	<0.38	<0.38	<0.38	167	125	88	140	700	
Toluene	<0.69	<0.46	<0.46	<0.46	<0.59	<0.46	<0.46	<0.46	<0.59	<0.46	<0.46	<0.46	5.8 J	7.0 J	6.6 J	200	1,000	
Chloroethane	<0.54	<0.47	<0.47	<0.47	<0.54	<0.47	<0.47	<0.47	<0.54	2.48	2.39	8.2	<4.7	<4.7	<4.7	80	400	
Chloroform	<0.61	<0.48	<0.48	<0.48	<0.61	<0.48	<0.48	<0.48	<0.61	<0.48	<0.48	<0.48	10.6 J	<4.8	<4.8	0.6	6	
1,2-Dichloroethane	<0.72	<0.45	<0.45	<0.45	<0.72	<0.45	<0.45	<0.45	<0.72	0.48 J	<0.45	0.61 J	<4.5	<4.5	<4.5	0.5	5	
1,1-Dichloroethane	<0.22	<0.56	<0.56	<0.56	<0.22	<0.56	<0.56	<0.56	1.51	13.5	12.5	22.4	<5.6	<5.6	<5.6	85	850	
1,1-Dichloroethene	<0.3	<0.64	<0.64	<0.64	<0.3	<0.64	<0.64	<0.64	<0.3	1.56 J	0.78 J	1.82 J	<8.4	<8.4	<8.4	0.7	7	
1,1,1-Trichloroethane	<0.42	<0.6	<0.6	<0.6	<0.42	<0.6	<0.6	<0.6	<0.5	10.1	33	28.5	61	<5	<5	<5	40	200
Trichloroethene (TCE)	<0.39	<0.44	<0.44	<0.44	<0.39	<0.44	<0.44	<0.44	<0.39	<0.44	<0.44	<0.44	<4.4	<4.4	10.8 J	0.5	5	
TMBs	<1.38	<1.57	<1.57	<1.57	1.6 J	<1.57	<1.57	<1.57	<1.38	<1.57	<1.57	<1.57	1.351	1.197	1.434	96	480	
Isopropylbenzene	<0.99	<0.48	<0.48	<0.48	<0.99	<0.48	<0.48	<0.48	<0.99	<0.48	<0.48	<0.48	71	73	89	NS	NS	
p-Isopropyltoluene	<0.81	<0.35	<0.35	<0.35	<0.81	<0.35	<0.35	<0.35	<0.81	<0.35	<0.35	<0.35	6.6 J	6.6 J	9.9 J	NS	NS	
n-Propylbenzene	<0.61	<0.38	<0.38	<0.38	0.71 J	<0.38	<0.38	<0.38	<0.61	<0.38	<0.38	<0.38	221	226	275	NS	NS	
sec-Butylbenzene	<0.76	<0.36	<0.36	<0.36	<0.76	<0.36	<0.36	<0.36	<0.76	<0.36	<0.36	<0.36	12.1	13.1	15.4	NS	NS	
n-Butylbenzene	<1.1	<0.62	<0.62	<0.62	<1.1	<0.62	<0.62	<0.62	<1.1	<0.62	<0.62	<0.62	32	32	38	NS	NS	
Acetone	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	200	1,000	
Naphthalene	<2.2	<1.8	<1.8	<1.8	<2.2	<1.8	<1.8	<1.8	<2.2	<1.8	<1.8	<1.8	84	84	84	610	400	
Vinyl Chloride	<0.11	<0.2	<0.2	<0.2	<0.11	<0.2	<0.2	<0.2	<0.11	<0.2	0.28 J	<0.2	<2	<2	<2	0.02	0.2	
Xylenes	<1.28	<0.99	<0.99	<0.99	<1.28	<0.99	<0.99	<0.99	<1.28	<0.99	<0.99	<0.99	351.4	243	214.3 J	1,000	10,000	
PAHs: (ppb)																		
Acenaphthene	<0.016	<0.015	<0.015	<0.015	0.084	<0.015	0.024 J	<0.015	0.021 J	0.073	<0.03	<0.015	0.48 J	0.68	0.61	NS	NS	
Acenaphthylene	<0.012	<0.016	<0.016	<0.016	0.18	<0.016	<0.016	<0.016	<0.012	0.021 J	<0.032	<0.016	<0.16	<0.15	<0.08	NS	NS	
Anthracene	0.015 J	0.023 J	<0.013	<0.013	0.068	0.028 J	0.013 J	<0.013	0.018 J	0.079	<0.026	0.035 J	<0.13	0.138 J	0.120 J	600	3,000	
Benzo(a)anthracene	0.031 J	0.044 J	<0.015	<0.015	0.17	0.044 J	0.042 J	<0.015	0.063	0.079	<0.03	0.017 J	0.178 J	<0.15	<0.075	NS	NS	
Benzo(b)pyrene	0.020 J	0.028 J	<0.015	<0.015	0.14	0.032 J	0.034 J	<0.015	0.039	0.072	<0.03	<0.016	<0.15	<0.15	<0.075	0.02	0.2	
Benzo(b)fluoranthene	0.042	0.041 J	<0.014	<0.014	0.25	0.048	0.048	<0.014	0.069	0.102	<0.028	<0.014	<0.14	<0.14	<0.07	0.02	0.2	
Benzo(g,h,i)perylene	0.028 J	0.020 J	<0.015	<0.015	0.15	0.041 J	0.023 J	<0.015	0.030 J	0.048	<0.03	<0.016	<0.15	<0.15	<0.075	NS	NS	
Benzo(k)fluoranthene	0.014 J	<0.023	<0.023	<0.023	0.074	<0.023	<0.023	<0.023	0.021 J	0.042 J	<0.046	<0.023	<0.23	<0.23	<0.115	NS	NS	
Chrysene	0.029 J	0.035 J	<0.016	<0.016	0.16	0.031 J	0.033 J	<0.016	0.058	0.069	<0.032	<0.016	<0.16	<0.16	<0.08	0.02	0.2	
Dibenzo(a,h)anthracene	<0.009	<0.015	<0.015	<0.015	0.020 J	<0.015	<0.015	<0.015	<0.009	<0.015	<0.03	<0.015	<0.15	<0.15	<0.075	NS	NS	
Fluoranthene	0.079	0.080	<0.015	<0.015	0.42	0.071	0.069	<0.015	0.17	0.172	<0.03	0.021 J	0.307 J	0.224 J	0.221 J	80	400	
Fluorene	<0.015	<0.019	<0.019	<0.019	0.11	0.044 J	<0.019	0.031 J	0.042 J	0.116	<0.038	0.070	0.45 J	0.50 J	0.480	80	400	
Indeno(1,2,3-cd)pyrene	0.015 J	0.014 J	<0.014	<0.014	0.12	0.018 J	0.019 J	<0.014	0.030 J	0.041 J	<0.028	<0.014	<0.14	<0.14	<0.07	NS	NS	
1-methyl naphthalene	<0.018	<0.018	<0.018	<0.018	0.018 J	<0.018	<0.018	0.026 J	0.018 J	0.041	<0.036	<0.018	33	36	33	NS	NS	
2-Methyl naphthalene	<0.021	<0.021	<0.021	<0.021	0.046 J	<0.021	<0.021	0.034 J	0.024 J	0.048 J	<0.042	<0.021	55	41	31.5	NS	NS	
Naphthalene	<0.028	<0.018	<0.018	0.019 J	0.046 J	0.022 J	0.021 J	0.050 J	0.028 J	0.144	0.038 J	0.027 J	68	67	39	10	100	
Phenanthrene	0.043	0.054 J	<0.017	<0.017	0.21	0.023 J	0.038 J	<0.017	0.056	0.20	0.038 J	0.060	0.65	0.7	0.740	NS	NS	
Pyrene	0.059	0.068	<0.015	<0.015	0.37	0.087	0.077	0.022 J	0.14	0.158	<0.03	0.026 J	0.206 J	<0.15	0.131 J	50	250	
Metals: (ppb)																		
Arsenic	45	<7.9	<7.9	1.3	41	<7.9	<7.9	6.1	82	<7.9	<7.9	5.9	<7.9	13	12	1	10	
Barium	180	140	160	210	120	86	82	120	110	41	43	58	160	170	400	2,000		
Cadmium	1.0 J	<0.7	<0.7	<0.24	0.86 J	<0.7	<0.7	<0.24	1.6 J	<0.7	<0.7	<0.24	<0.7	<0.7	<0.24	0.5	5	
Chromium	<3.1	<2.3	<2.3	0.44 J	<3.1	<2.3	<2.3	0.79 J	<3.1	<2.3	<2.3	0.88 J	<2.3	<2.3	0.56 J	10	100	
Lead	<4.1	<2.4	<2.4	0.27 J	<4.1	<2.4	<2.4	<0.22	<4.1	<2.4	<2.4	0.39 J	<2.4	6.3	1.4	1.6	15	
Mercury	0.073 J	<0.044	<0.044	0.050 J	0.071 J	<0.044	<0.044	0.050 J	0.078 J	<0.044	<0.044	0.070 J	<0.044	<0.044	0.050 J	0.2	2	
Selenium	<7.2	64	10 J	2.6	9.3 J	50	88	11	8.1 J	70	29	8.3	24 J	16 J	1.4	10	50	
Silver	<3	3.9 J	<2.5	<0.12	<3	<2.5	<2.5	<0.12	<3	<2.5	<2.5	<0.12	2.7 J	2.5 J	<0.12	10	50	
Field Screening Measurements																		
pH	7.03	8.65	8.13	7.37	7.25	7.93	7.39	7.06	7.32	7.83	7.25	7.32	7.65	7.29	6.89	NS	NS	
Conductivity	1,911	1,835	1,865	2,205	1,789	1,775	1,723	1,673	2,688	2,980	2,922	2,891	1,255	1,335	1,325	NS	NS	
Temperature	10.6	9.1	13.8	15.7	18	8.1	14.4	15.5	14.3	8.0	14.0	15.4	8.3	17.0	16.8	NS	NS	
Redox Potential	101	158	170	64	112	-527	-532	-62	200	-613	-6	9	-31	-56	-72	NS	NS	
Dissolved Oxygen	1.51	20.51	3.03	4.38	5.03	16.88	7.47	2.72	8.61	7.58	3.79	--	4.01	4.26	3.8	NS	NS	

Notes:
ppb = parts per billion
ES = Enforcement Standard
PAL = Preventive Action Limit
NA = Not analyzed for
ND = No detection
NS = No standard established
TMBs = combined 1,2,4-trimethylbenzene and 1,3,5-trimethylbenzene
* = MW-2 was abandoned during excavation activities in April 2006

Results above the PAL are in bold
Results above the ES are underlined and in bold
J = Analyte detected between LOD and LOQ
LOD = Limit of Detection
LOQ = Limit of Quantitation
VOCs = Volatile Organic Compounds
PAHs = Polynuclear Aromatic Hydrocarbons

**Table 2
Groundwater Elevations
Cade Property
4530 West Lisbon Avenue
City of Milwaukee**

Location:	MW-1						MW-2***		MW-3				MW-4				MW-5				
Date:	10/11/2005	4/20/2006	5/3/2006	4/9/2007	7/24/2007	10/31/2007	10/11/2005	4/20/2006	5/3/2006	4/9/2007	7/24/2007	10/31/2007	5/3/2006	4/9/2007	7/24/2007	10/31/2007	4/9/2007	7/24/2007	10/31/2007		
Elevation: Top of Casing (feet)	102.62		* 103.69	**103.65			102.63		104.15	***104.09				104.48		***104.36			100.15		
Depth to Groundwater (feet)	8.99	7.84	8.86	7.25	10.63	9.58	11.06	8.25	8.75	7.13	9.43	9.30	16.74	8.23	10.51	10.49	4.30	7.21	6.77		
Groundwater Elevation (feet)	93.63	94.78	94.83	96.40	93.02	94.07	91.57	94.38	95.4	96.96	94.66	94.79	87.74	96.13	93.85	93.87	95.85	92.94	93.38		

NOTES: Bench Mark Description = Foundation footer on the southeast corner of the property.

* MW-1 was resurveyed on May 3, 2006 following construction of MW-3 and MW-4.
New benchmark description = North rim of sanitary sewer manhole in northbound lane of West Lisbon Avenue (see site diagram).
Assumed elevation = 100.00 feet.

** MW-1, MW-3, and MW-4 were resurveyed on March 23, 2007 following construction of MW-5.
Benchmark description = North rim of sanitary sewer manhole in northbound lane of West Lisbon Avenue (see site diagram).
Assumed elevation = 100.00 feet.

***MW-2 was abandoned on April 20, 2006 during remedial excavation activities.

Impacted Off-Source Property Information

Form 4400-246 (R 3/08)

This fillable form is intended to provide a list of information that must be submitted for evaluation for case closure. It is to be used in conjunction with Form 4400-202, Case Closure Request (Section H). 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 #:

ACTIVITY NAME:

ID	Off-Source Property Address	Parcel Number	WTM X	WTM Y
<input type="text" value="A"/>	<input type="text" value="4538 W Lisbon Ave, Milwaukee"/>	<input type="text" value="3470213000 (347-0213-1)"/>	<input type="text" value="685243"/>	<input type="text" value="289467"/>
<input type="text" value="B"/>	<input type="text" value="2230 N 46th St, Milwaukee"/>	<input type="text" value="3470212000 (347-0212-6)"/>	<input type="text" value="685243"/>	<input type="text" value="289471"/>
<input type="text" value="C"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="D"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="E"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="F"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="G"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="H"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="I"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

AECOM
1020 North Broadway, Suite 400, Milwaukee, Wisconsin 53202
T 414.225.5100 F 414.225.5111 www.aecom.com

AECOM

February 24, 2009

Mr. Ralph Neely
4538 West Lisbon Avenue
Milwaukee, WI 53208

Subject: Notice of Contamination in Excess of NR 140 Groundwater Enforcement Standards
4530 West Lisbon Avenue, Milwaukee, Wisconsin
AECOM Project No. 86405

Dear Mr. Neely:

On behalf of the City of Milwaukee Redevelopment Authority, AECOM is required, by the Wisconsin Department of Natural Resources (WDNR), to submit the following notice.

Groundwater contamination that appears to have originated on the property located at 4530 West Lisbon Avenue has migrated onto your property at 4538 West Lisbon Avenue. The levels of benzene, naphthalene, 1,2,4-trimethylbenzene (TMB), 1,3,5-TMB, and trichloroethane (TCE) contamination in the groundwater on your property are above the state groundwater enforcement standards found in chapter NR 140, Wisconsin Administrative Code. However, the environmental consultants who have investigated this contamination have informed me that this groundwater contaminant plume is stable or receding and will naturally degrade over time. I believe that allowing natural attenuation to complete the cleanup at this site will meet the requirements for case closure that are found in chapter NR 726 and chapter NR 746, Wisconsin Administrative Code, and I will be requesting that the Department of Commerce accept natural attenuation as the final remedy for this site and grant case closure. Closure means that the Department will not be requiring any further investigation or cleanup action to be taken, other than the reliance on natural attenuation.

Since the source of the groundwater contamination is not on your property, neither you nor any subsequent owner of your property will be held responsible for investigation or cleanup of this groundwater contamination, as long as you and any subsequent owners comply with the requirements of section 292.13, Wisconsin Statutes, including allowing access to your property for environmental investigation or cleanup if access is required. To obtain a copy of the Department of Natural Resources' publication #RR-589, Fact Sheet 10: Guidance for Dealing with Properties Affected by Off-Site Contamination," you may visit <http://www.dnr.state.wi.us/org/aw/rr/archives/pubs/RR589.pdf> or call 608-267-3859.

The Department of Commerce will not review my closure request for at least 30 days after the date of this letter. As an affected property owner, you have a right to contact the Department to provide any technical information that you may have that indicates that closure should not be granted for this site. If you would like to submit any information to the Department of Commerce that is relevant to this closure request, you should mail that information to: Linda Michalets, Wisconsin Department of Commerce, 9316 N. 107th Street, Milwaukee, WI 53224-1121.

If this case is closed, all properties within the site boundaries where groundwater contamination exceeds chapter NR 140 groundwater enforcement standards will be listed on the Department of Natural Resources' geographic information system (GIS) Registry of Closed Remediation Sites. The information on the GIS Registry includes maps showing the location of properties in Wisconsin where groundwater contamination above chapter NR 140 enforcement standards was found at the time that the case was closed. This GIS Registry will be available to the general public on the Department of Natural Resources'

internet web site. Please review the enclosed legal description of your property, and notify me within the next 30 days if the legal description is incorrect.

Once the Department makes a decision on my closure request, it will be documented in a letter. If the Department grants closure, you may obtain a copy of this letter by requesting a copy from me, by writing to the agency address given above or by accessing the DNR GIS Registry of Closed Remediation Sites on the internet at

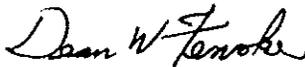
<http://www.dnr.wi.gov/org/aw/rr/gis/index.htm><http://www.dnr.state.wi.us/org/water/dwg/3300254.pdf>. A copy of the closure letter is included as part of the site file on the GIS Registry of Closed Remediation Sites.

Should you or any subsequent property owner wish to construct or reconstruct a well on your property, special well construction standards may be necessary to protect the well from the residual groundwater contamination. Any well driller who proposes to construct a well on your property in the future will first need to obtain approval from a regional water supply specialist in DNR's Drinking Water and Groundwater Program. The well construction application, form 3300-254, is on the internet at, or may be accessed through the GIS Registry web address in the preceding paragraph.

If you need more information, you may contact me at 1020 N. Broadway, Suite 400, Milwaukee WI 53202 (414)-225-5104 or you may contact Linda Michalets at (414)-357-4703.

Sincerely,

AECOM



Dean W. Fenske
Project Manager

c: Mrs. Tory Kress, P.E., City of Milwaukee, DCD, 809 N. Broadway, Milwaukee, WI 53202
Mrs. Linda Michalets, WDCOM, 9316 N. 107th Street, Milwaukee, WI 53224-1121

OFF-SOURCE
A
PROPERTY

4530 West Lisbon Avenue– AECOM Project No. 86405
Notice of Contamination in Excess of NR 140 Groundwater Enforcement Standards
February 23, 2009
Page 3

Legal Description for:
4538 West Lisbon Avenue
Milwaukee, Wisconsin, 53208

Original plat
Legals People's Bldg & Loan Ass'n Subd No 4 in NE ¼ Sec 23-7-21 Description Block 2 Lot 13 & ALL
EXC SELY 6 inches of Lot 14 Comment Bid #16, in the City of Milwaukee, County of Milwaukee, State of
Wisconsin

Tracking Summary

Tracking Numbers

Tracking Number: 1Z 78F 331 13 9564 904 8
Type: Package
Status: **Delivered**
Delivered On: 02/26/2009
3:41 P.M.
Delivered To: MILWAUKEE, WI, US
Signed By: ENEY
Service: NEXT DAY AIR SAVER

Tracking results provided by UPS: 03/05/2009 5:20 P.M. ET

NOTICE: UPS authorizes you to use UPS tracking systems solely to track shipments tendered by or for you to UPS for delivery and for no other purpose. Any other use of UPS tracking systems and information is strictly prohibited.

 [Close Window](#)

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OFF-SOURCE
A
PROPERTY

Ship: Label/Receipt



Shipment Receipt

(Keep this for your records.)

Transaction Date 24 Feb 2009

Address Information

Ship To:
Ralph Neely
Ralph Neely
4538 West Lisbon Ave.
MILWAUKEE WI 53208-1237

Shipper:
AECOM - Milwaukee, WI
Sheila Underwood
414-225-5141
1020 NORTH BROADWAY
SUITE 400
MILWAUKEE WI 53202

Shipment Information

Service: UPS Next Day Air Saver
***Guaranteed By:** 3:00 P.M., Wed. 25 Feb. 2009

Fuel Surcharge:	**0.13
Shipping:	**13.15

Package Information

Package 1 of 1	
Tracking Number:	1Z78F3311395849046
Package Type:	UPS Letter
Actual Weight:	Letter
Billable Weight:	Letter
Charge Number:	86405.21
Sender's Name:	Sheila

Billing Information

Bill Shipping Charges to: Shipper's Account 78F331

Total:	All Shipping Charges in USD	**13.28
Negotiated Total:		**5.24

Note: Your invoice may vary from the displayed reference rates.

For delivery and guarantee information, see the [UPS Service Guide](#). To speak to a customer service representative, call 1-800-PICK-UPS for domestic services and 1-800-782-7892 for international services.

* Detailed information on fuel surcharges is also available.



MORTGAGE, SECURITY AGREEMENT AND
ASSIGNMENT OF RENTS

(INCLUDING FIXTURE FILING UNDER UNIFORM COMMERCIAL CODE)

72113 R/R WISCONSIN REAL ESTATE

This Mortgage, Security Agreement and Assignment of Rents ("Mortgage") is made and entered into by the undersigned borrower(s), guarantor(s) and/or other obligor(s) (collectively the "Mortgagor") in favor of U.S. BANK N.A. (the "Bank") as of the date set forth below.

Check box if applicable:

This is a purchase money mortgage. This is a construction mortgage.

ARTICLE I. MORTGAGE/SECURITY INTEREST

1.1 Grant of Mortgage/Security Interest. For consideration received, the Mortgagor hereby mortgages, conveys, grants and collaterally assigns to the Bank the Mortgaged Property (defined below) to secure all of the Mortgagor's Obligations (defined below) to the Bank. The intent of the parties hereto is that the Mortgaged Property secures all Obligations of the Mortgagor to the Bank, whether or not such Obligations exist under this Mortgage or any other agreements, whether now or hereafter existing, between the Mortgagor and the Bank or in favor of the Bank, including, without limitation, any note, any loan or security agreement, any lease, any other mortgage, deed of trust or other pledge of an interest in real or personal property, any guaranty, any letter of credit or reimbursement agreement or banker's acceptance, any agreement for any other services or credit extended by the Bank to the Mortgagor even though not specifically enumerated herein and any other agreement with the Bank (together and individually, the "Loan Documents").

1.2 "Mortgaged Property" means all of the following whether now owned or existing or hereafter acquired by the Mortgagor (or by the Mortgagor with spouse), wherever located: all the real estate described below or in Exhibit A attached hereto (the "Land"), together with all buildings, structures, fixtures, furnishings, inventory, equipment, machinery, apparatus, appliances, and articles of personal property of every kind and nature whatsoever, (and all proceeds and products thereof) now or hereafter located on the Land, or any part thereof, and used in connection with the Land and improvements; all materials, contracts, drawings and personal property relating to any construction on the Land; and all other improvements now or hereafter constructed, affixed or located thereon (the "Improvements") (the Land and the Improvements collectively the "Premises"); any and all easements, rights-of-way, licenses, privileges, and appurtenances thereto; any and all lease or other agreements for the use or occupancy of the Premises, and all the rents, issues, profits or any proceeds therefrom and all security deposits and any guaranty of a tenant's obligation thereunder (collectively the "Rents"); all awards as a result of condemnation, eminent domain or other decrease in value of the Premises and all insurance and other proceeds of the Premises; and any interest of Mortgagor in and to the land lying within any street or roadway adjoining the Premises and any strips and gores adjoining the Premises or any part thereof.

The Land is described as follows (or in Exhibit A hereto if the description does not appear below):

LOT 13, AND ALL EXCEPT THE EAST 6 INCHES OF LOT 14 IN BLOCK 2, IN PEOPLE'S BUILDING AND LOAN ASSOCIATION SUBDIVISION NO. 4, IN THE NORTH EAST 1/4 OF SECTION 23, IN TOWNSHIP 7 NORTH, RANGE 21 EAST, IN THE CITY OF MILWAUKEE, COUNTY OF MILWAUKEE, STATE OF WISCONSIN.

PROPERTY LOCATED AT: 4538 W LISBON AV, MILWAUKEE, WI 53208

1.3 "Obligations" means all loans by the Bank to RALPH E NEELY SR

, including those loans evidenced by a note or notes dated 12/11/02 in the initial principal amount(s) of \$ 29,000.00

, and any extensions, renewals, restatements and modifications thereof and all principal, interest, fees and expenses relating thereto (the "Note"); and also means all the Mortgagor's debts, liabilities, obligations, covenants, warranties, and duties to the Bank (plus its affiliates including any credit card debt, but specifically excluding any type of consumer credit), whether now or hereafter existing or incurred, whether liquidated or unliquidated, whether absolute or contingent, whether arising out of the Loan Documents or otherwise, and regardless of whether such Obligations arise out of existing or future credit granted by the Bank to any

DOC # 8458574

REGISTER'S OFFICE 1 SS Milwaukee County, WI

RECORDED AT 8:00 AM

02-18-2003

JOHN LA FAYE REGISTER OF DEEDS

AMOUNT 21.00

Recording Area

Name and Return Address
U.S. BANK N.A.
COLLATERAL DEPARTMENT
P.O. BOX 3487
OSHKOSH WI 54903-3487

347-0213-1

Parcel Identifier No.

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Mortgagor, to any Mortgagor and others, to others guaranteed, endorsed or otherwise secured by any Mortgagor or to any debtor-in-possession/successor-in-interest of any Mortgagor, and principal, interest, fees, expenses and charges relating to any of the foregoing, including without limitation, costs and expenses of collection and enforcement of this Mortgage, attorneys' fees and environmental assessment or remediation costs.

1.4 Homestead. The Premises are not the homestead of the Mortgagor.
(are) (are not)

ARTICLE II. WARRANTIES AND COVENANTS

In addition to all other warranties and covenants of the Mortgagor under the Loan Documents which are expressly incorporated herein as part of this Mortgage, including the covenants to pay and perform all Obligations, and while any part of the credit granted the Mortgagor under the Loan Documents is available or any Obligations of the Mortgagor to the Bank are unpaid or outstanding, the Mortgagor continuously warrants and agrees as follows:

2.1 Warranty of Title/Possession. The Mortgagor has sole and exclusive title to and possession of the Premises, excepting only the following "Permitted Encumbrances": restrictions and utility easements of record and zoning ordinances (the terms of which are and will be complied with, and in the case of easements, are and will be kept free of encroachments); taxes and assessments not yet due and payable; and those Permitted Encumbrances set forth on Exhibit B attached hereto (except that if no Exhibit B is attached there will be no additional Permitted Encumbrances). The lien of this Mortgage, subject only to Permitted Encumbrances, is and will continue to be a valid first and only lien upon all of the Mortgaged Property.

2.2 Maintenance; Waste; Alteration. The Mortgagor will maintain the Premises in good and tenable condition and will restore or replace damaged or destroyed Improvements with items of at least equal utility and value. The Mortgagor will not commit or permit waste to be committed on the Premises. The Mortgagor will not remove, demolish or materially alter any part of the Premises without the Bank's prior written consent, except the Mortgagor may remove a fixture or item of personal property, provided the fixture or item of personal property is promptly replaced with another fixture or item of personal property of at least equal utility. The replacement fixture or item of personal property will be subject to the priority lien and security interest of this Mortgage.

2.3 Transfer and Liens. The Mortgagor will not, without the prior written consent of the Bank which may be withheld in the Bank's sole and absolute discretion, either voluntarily or involuntarily (i) sell, assign, lease or transfer, or permit to be sold, assigned, leased or transferred any part of the Premises, or any interest therein; or (ii) pledge or otherwise encumber, create or permit to exist any mortgage, pledge, lien or claim for lien or encumbrance upon any part of the Premises or interest therein, except for the Permitted Encumbrances.

2.4 Escrow. After written request from the Bank, the Mortgagor will pay to the Bank sufficient funds at such time as the Bank designates, to pay (i) the estimated annual real estate taxes and assessments on the Premises; (ii) all property or hazard insurance premiums when due; and (iii) flood insurance premiums, if any. Interest will not be paid by the Bank on any escrow funds. Escrowed funds may be commingled with other funds of the Bank. All escrowed funds are hereby pledged as additional security for the Obligations.

2.5 Taxes, Assessments, and Charges. To the extent not paid to the Bank under 2.4 above, the Mortgagor will pay before they become delinquent all taxes, assessments and other charges now or hereafter levied or assessed against the Premises, against the Bank based upon this Mortgage or the Obligations secured by this Mortgage, or upon the Bank's interest in the Premises, and will deliver to the Bank receipts showing timely payment.

2.6 Insurance. The Mortgagor will continually insure the Premises, with insurers acceptable to the Bank, against such perils or hazards as the Bank may require, in amounts not less than the unpaid balance of the Obligations or the full replacement value of the Improvements, whichever is less, with acceptable co-insurance provisions. The policies will contain an agreement by each insurer that the policy will not be terminated or modified without at least 30 days' prior written notice to the Bank and will contain a mortgage clause acceptable to the Bank; and the Mortgagor will take such other action as the Bank may reasonably request to ensure that the Bank will receive (subject to no other interests) the insurance proceeds from the Improvements. The Mortgagor hereby assigns all insurance proceeds to and irrevocably directs, while any Obligations remain unpaid, any insurer to pay to the Bank the proceeds of all such insurance and any premium refund; and authorizes the Bank to endorse the Mortgagor's name to effect the same, to make, adjust or settle, in the Mortgagor's name, any claim on any insurance policy relating to the Premises. The proceeds and refunds will be applied in such manner as the Bank, in its sole and absolute discretion, determines to rebuilding of the Premises or to payment of the Obligations, whether or not then due and payable.

2.7 Condemnation. The Mortgagor will pay to the Bank all compensation received for the taking of the Premises, or any part thereof, by a condemnation proceeding (including payments in compromise of condemnation proceedings), and all compensation received as damages for injury to the Premises, or any part thereof. The compensation will be applied in such manner as the Bank, in its sole and absolute discretion, determines to rebuilding of the Premises or to payment of the Obligations, whether or not then due and payable.

2.8 Environmental Matters. Except as specifically disclosed by Mortgagor to Bank in writing prior to the execution of this Mortgage, Mortgagor represents and warrants as follows. There exists no uncorrected violation by the Mortgagor of any federal, state or local laws (including statutes, regulations, ordinances or other governmental restrictions and requirements) relating to the discharge of air pollutants, water pollutants or process waste water or otherwise relating to the environment or Hazardous Substances as hereinafter

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defined, whether such laws currently exist or are enacted in the future (collectively "Environmental Laws"). The term "Hazardous Substances" will mean any hazardous or toxic wastes, chemicals or other substances, the generation, possession or existence of which is prohibited or governed by any Environmental Laws. The Mortgagor is not subject to any judgment, decree, order or citation, or a party to (or threatened with) any litigation or administrative proceeding, which asserts that the Mortgagor (a) has violated any Environmental Laws; (b) is required to clean up, remove or take remedial or other action with respect to any Hazardous Substances (collectively "Remedial Action"); or (c) is required to pay all or a portion of the cost of any Remedial Action, as a potentially responsible party. Except as disclosed on the Borrower's environmental questionnaire provided to the Bank, there are not now, nor to the Mortgagor's knowledge after reasonable investigation have there ever been, any Hazardous Substances (or tanks or other facilities for the storage of Hazardous Substances) stored, deposited, recycled or disposed of on, under or at any real estate owned or occupied by the Mortgagor during the periods that the Mortgagor owned or occupied such real estate, which if present on the real estate or in soils or ground water, could require Remedial Action. To the Mortgagor's knowledge, there are no proposed or pending changes in Environmental Laws which would adversely affect the Mortgagor or its business, and there are no conditions existing currently or likely to exist while the Loan Documents are in effect which would subject the Mortgagor to Remedial Action or other liability. The Mortgagor currently complies with and will continue to timely comply with all applicable Environmental Laws; and will provide the Bank, immediately upon receipt, copies of any correspondence, notice, complaint, order or other document from any source asserting or alleging any circumstance or condition which requires or may require a financial contribution by the Mortgagor or Remedial Action or other response by or on the part of the Mortgagor under Environmental Laws, or which seeks damages or civil, criminal or punitive penalties from the Mortgagor for an alleged violation of Environmental Laws. In the event of any such circumstance or condition, the Mortgagor agrees, at its expense and at the request of the Bank, to permit an environmental audit solely for the benefit of the Bank, to be conducted by the Bank or an independent agent selected by the Bank and which may not be relied on by the Mortgagor for any purpose. This provision shall not relieve the Mortgagor from conducting its own environmental audits or taking any other steps necessary to comply with Environmental Laws.

2.9 Assignments. The Mortgagor will not assign, in whole or in part, to anyone other than the Bank, the rents, issues or profits arising from the Premises, without the Bank's prior written consent.

2.10 Right of Inspection. The Bank may at all reasonable times enter and inspect the Premises.

2.11 Waivers by Mortgagor. To the greatest extent that such rights may then be lawfully waived, the Mortgagor hereby agrees for itself and any persons claiming under the Mortgagor that it will waive and will not, at any time, insist upon or plead or in any manner whatsoever claim or take any benefit or advantage of (a) any exemption, stay, extension or moratorium law now or at any time hereafter in force; (b) any law now or hereafter in force providing for the valuation or appraisal of the Premises or any part thereof prior to any sale or sales thereof to be made pursuant to any provision herein contained or pursuant to the decree, judgment or order of any court of competent jurisdiction; (c) any law now or at any time hereafter made or enacted granting a right to redeem the Premises so sold or any part thereof or any rights of redemption from sale under any order or decree of foreclosure of this Mortgage; (d) any statute of limitations now or at any time hereafter in force; or (e) any right to require marshalling of assets by the Bank.

2.12 Assignment of Rents and Leases. The Mortgagor assigns and transfers to the Bank, as additional security for the Obligations, all right, title and interest of the Mortgagor in and to all leases which now exist or hereafter may be executed by or on behalf of the Mortgagor covering the Premises, and any extensions or renewals thereof, together with all Rents. Upon default under this Mortgage or any of the Loan Documents or any Obligation (notwithstanding any cure period), the Bank shall be immediately entitled to the Rents. The Bank, at its option without notice and without seeking or obtaining the appointment of a receiver or taking actual possession of the Premises may (a) give notice to any tenant(s) that the tenant(s) should begin making payments under their lease agreement(s) directly to the Bank or its designee; (b) commence a foreclosure action and file a motion for appointment of a receiver; or (c) give notice to the Mortgagor that the Mortgagor should collect all Rents arising from the Premises and remit them to the Bank upon collection and that the Mortgagor should enforce the terms of the lease(s) to ensure prompt payment by tenant(s) under the lease(s). After default, all Rents received by the Mortgagor shall be held in trust by the Mortgagor for the Bank. All such payments received by the Bank may be applied in any manner as the Bank determines to payments required under this Mortgage, the Loan Documents and the Obligations. The Mortgagor agrees to hold each tenant harmless from actions relating to tenant's payment of Rents to the Bank.

2.13 Fixture Filing. From the date of its recording, this Mortgage shall be effective as a financing statement filed as a fixture filing with respect to the Improvements and for this purpose the name and address of the debtor is the name and address of the Mortgagor as set forth in this Mortgage and the name and address of the secured party is the name and address of the Bank as set forth in this Mortgage. The Mortgaged Property includes goods which are or are to become fixtures.

2.14 Compliance with Leases. The Mortgagor will comply with all terms, covenants and conditions of any lease(s) affecting the Premises. Mortgagor will not accept any prepayment of rent for more than one month in advance, without the prior written consent of the Bank.

ARTICLE III. RIGHTS AND DUTIES OF THE BANK

In addition to all other rights (including setoff) and duties of the Bank under the Loan Documents which are expressly incorporated herein as a part of this Mortgage, the following provisions will also apply:

3.1 Bank Authorized to Perform for Mortgagor. If the Mortgagor fails to perform any of the Mortgagor's duties or covenants set forth in this Mortgage, the Bank may perform the duties or cause them to be performed, including without limitation signing the Mortgagor's name or paying any amount so required, and the cost, with interest at the default rate set forth in the Loan Documents, will

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Immediately be due from the Mortgagor to the Bank from the date of expenditure by the Bank to date of payment by the Mortgagor, and will be one of the Obligations secured by this Mortgage. All acts by the Bank are hereby ratified and approved, and the Bank will not be liable for any acts of commission or omission, nor for any errors of judgment or mistakes of fact or law.

ARTICLE IV. DEFAULTS AND REMEDIES

The Bank may enforce its rights and remedies under this Mortgage upon default. A default will occur if the Mortgagor fails to comply with the terms of any Loan Documents or this Mortgage (including any guaranty by the Mortgagor) or defaults under the terms of any other mortgage affecting the Premises, or if any other obligor fails to comply with the terms of any loan documents for which the Mortgagor has given the Bank a guaranty secured by this Mortgage.

4.1 Cumulative Remedies; Waiver. In addition to the remedies for default set forth in the Loan Documents, including acceleration, the Bank upon default will have all other rights and remedies for default available by law or equity including foreclosure of this Mortgage. The rights and remedies specified herein are cumulative and are not exclusive of any rights or remedies which the Bank would otherwise have. With respect to such rights and remedies:

- a. Receiver. Upon the commencement or during the pendency of any action to foreclose this Mortgage, the Bank will be entitled, as a matter of right, without notice or demand and without giving bond or other security, and without regard to the solvency or insolvency of the Mortgagor or to the value of the Premises, to have a receiver appointed for all or any part of the Premises, which receiver will be authorized to collect the rents, issues and profits of the Premises during the pendency of such foreclosure action, and until the confirmation of sale made under any judgment foreclosing this Mortgage, and to hold and apply such rents, issues and profits, when so collected, as the court will from time to time direct.
- b. Agreement to State Foreclosure Statutes. The Mortgagor agrees that in the event of foreclosure of this Mortgage, the Mortgagor will be bound by the provisions of Sections 846.101 and 846.103 of the Wisconsin Statutes as the same may be amended or renumbered from time to time, whichever may be applicable to the Premises, permitting the Bank (at its option) to waive the right to a deficiency judgment and shorten the length of the redemption period in the event of foreclosure.
- c. Power of Sale. In the event of foreclosure, the Bank may sell the Premises at public sale and execute and deliver to the purchasers deeds of conveyance pursuant to statute.
- d. Waiver by the Bank. The Bank may permit the Mortgagor to attempt to remedy any default without waiving its rights and remedies hereunder, and the Bank may waive any default without waiving any other subsequent or prior default by the Mortgagor. Furthermore, delay on the part of the Bank in exercising any right, power or privilege hereunder or at law will not operate as a waiver thereof, nor will any single or partial exercise of such right, power or privilege preclude other exercise thereof or the exercise of any other right, power or privilege. No waiver or suspension will be deemed to have occurred unless the Bank has expressly agreed in writing specifying such waiver or suspension.

ARTICLE V. MISCELLANEOUS

In addition to all other miscellaneous provisions under the Loan Documents which are expressly incorporated as a part of this Mortgage, the following provisions will also apply:

- 5.1 Term of Mortgage. The Bank's rights under this Mortgage will continue until the Bank's commitment to lend has been terminated or expired, and until all Obligations have been paid in full and performed.
- 5.2 Time of the Essence. Time is of the essence with respect to payment of the Obligations, the performance of all covenants of the Mortgagor and the payment of taxes, assessments, and similar charges and insurance premiums.
- 5.3 Subrogation. The Bank will be subrogated to the lien of any mortgage or other lien discharged, in whole or in part, by the proceeds of the Note.
- 5.4 Choice of Law. Foreclosure of this Mortgage will be governed by the laws of the state in which the Land is located. For all other purposes, the choice of law specified in the Loan Documents will govern.
- 5.5 Severability. Invalidity or unenforceability of any provision of this Mortgage shall not affect the validity or enforceability of any other provision.
- 5.6 Entire Agreement. This Mortgage is intended by the Mortgagor and Bank as a final expression of this Mortgage and as a complete and exclusive statement of its terms, there being no conditions to the full effectiveness of this Mortgage. No parol evidence of any nature shall be used to supplement or modify any terms.
- 5.7 Joint Liability; Successors and Assigns. If there is more than one Mortgagor, the liability of the Mortgagors will be joint and several, and the reference to "Mortgagor" shall be deemed to refer to all Mortgagors. The rights, options, powers and remedies granted in this Mortgage and the other Loan Documents shall extend to the Bank and to its successors and assigns, shall be binding upon the Mortgagor and its successors and assigns, and shall be applicable hereto and to all renewals, amendments and/or extensions hereof.
- 5.8 Indemnification. Except for harm arising from the Bank's willful misconduct, the Mortgagor hereby indemnifies and agrees to defend and hold the Bank harmless from any and all losses, costs, damages, claims and expenses of any kind suffered by or asserted against the Bank relating to claims by third parties arising out of the financing provided under the Loan Documents or related to the

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Mortgaged Property (including, without limitation, the Mortgagor's failure to perform its obligations relating to Environmental Matters described in Section 2.8 above). This indemnification and hold harmless provision will survive the termination of the Loan Documents and the satisfaction of this Mortgage and Obligations due the Bank.

5.9 Notices. Notice of any record shall be deemed delivered when the record has been (a) deposited in the United States Mail, postage pre-paid, (b) received by overnight delivery service, (c) received by telex, (d) received by telecopy, (e) received through the internet, or (f) when personally delivered.

5.10 Riders. The rider(s) attached hereto and recorded together with this Mortgage are hereby fully incorporated into this Mortgage.

[Check applicable box(es)]

- Construction Loan Rider
- Condominium Rider
- Second Mortgage Rider
- Other(s) (Specify) _____

(SIGNATURE(S) AND NOTARIZATION ON NEXT PAGE)

REEL 5521

INRSE 0146

OFF-SOURCE
A
PROPERTY

IN WITNESS WHEREOF, the undersigned has/have executed this MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF
RENTS as of DECEMBER 11, 2002

(Individual Mortgagor)

Ralph E. Neely

Mortgagor Name RALPH E. NEELY SR

(Individual Mortgagor)

Mortgagor Name _____

Mortgagor Name (Organization) N/A

By _____

Name and Title N/A

By _____

Name and Title N/A

(Mortgagor Address)

3525 N 50TH ST

MILWAUKEE, WI 53216-3306

(Bank Address)

U.S. BANK N.A.

400 CITY CENTER

OSHKOSH, WI 54901

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STATE OF Wisconsin
COUNTY OF Milwaukee } ss.

This instrument was acknowledged before me on December 11, 2002 by RALPH E. NEELY SR
(Date) (Name(s) of party(ies))

as a married individual
(Type of authority, if any, e.g., officer, trustee; if an individual, state "a
married individual" or "a single individual") N/A
of _____ (Name of entity on whose behalf the document was executed; use N/A if individual)

(Notarial Seal)

Anne E. Wal
Printed Name: Anne E. Wal
Notary Public, State of: Wisconsin
My commission expires: 11/6/05

This instrument was drafted by ANNE WAL on behalf of U.S. BANK N.A.
(name) (bank name)

Report generated 6/2/2011 10:30:03 AM



Parcel location within Milwaukee County



Selected parcel highlighted

Parcel Information

TAXKEY: 3470213000

Record Date: 04/12/2011

Owner(s): RALPH E NEELY

Address: 4538 W LISBON AVE

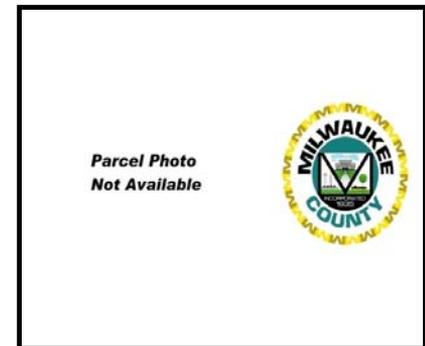
Municipality: Milwaukee

Acres: 0.18

Assessed Value: \$66,400

Parcel Description: COMMERCIAL

Legal Description: PEOPLE'S BLDG & LOAN ASS'N SUBD NO 4 IN NE 1/4 SEC 23-7-21 BLOCK 2 LOT 13 & ALL EXC SELY 6 INCHES OF LOT 14 BID #16



Parcel photo

AECOM
1020 North Broadway, Suite 400, Milwaukee, Wisconsin 53202
T 414.225.5100 F 414.225.5111 www.aecom.com

AECOM

February 24, 2009

Mr. Mark Wamser
W301 S1458 Brandybrook
Waukesha, WI 53188

Subject: Notice of Contamination in Excess of NR 140 Groundwater Enforcement Standards
4530 West Lisbon Avenue, Milwaukee, Wisconsin
AECOM Project No. 86405

Dear Mr. Wamser:

On behalf of the City of Milwaukee Redevelopment Authority, AECOM is required, by the Wisconsin Department of Natural Resources (WDNR), to submit the following notice.

Groundwater contamination that appears to have originated on the property located at 4530 West Lisbon Avenue has migrated onto your property at 2230 N. 46th Street. The levels of benzene, naphthalene, 1,2,4-trimethylbenzene (TMB), 1,3,5-TMB, and trichloroethane (TCE) contamination in the groundwater on your property are above the state groundwater enforcement standards found in chapter NR 140, Wisconsin Administrative Code. However, the environmental consultants who have investigated this contamination have informed me that this groundwater contaminant plume is stable or receding and will naturally degrade over time. I believe that allowing natural attenuation to complete the cleanup at this site will meet the requirements for case closure that are found in chapter NR 726 and chapter NR 746, Wisconsin Administrative Code, and I will be requesting that the Department of Commerce accept natural attenuation as the final remedy for this site and grant case closure. Closure means that the Department will not be requiring any further investigation or cleanup action to be taken, other than the reliance on natural attenuation.

Since the source of the groundwater contamination is not on your property, neither you nor any subsequent owner of your property will be held responsible for investigation or cleanup of this groundwater contamination, as long as you and any subsequent owners comply with the requirements of section 292.13, Wisconsin Statutes, including allowing access to your property for environmental investigation or cleanup if access is required. To obtain a copy of the Department of Natural Resources' publication #RR-589, Fact Sheet 10: Guidance for Dealing with Properties Affected by Off-Site Contamination," you may visit <http://www.dnr.state.wi.us/org/aw/rr/archives/pubs/RR589.pdf> or call 608-267-3859.

The Department of Commerce will not review my closure request for at least 30 days after the date of this letter. As an affected property owner, you have a right to contact the Department to provide any technical information that you may have that indicates that closure should not be granted for this site. If you would like to submit any information to the Department of Commerce that is relevant to this closure request, you should mail that information to: Linda Michalets, Wisconsin Department of Commerce, 9316 N. 107th Street, Milwaukee, WI 53224-1121.

If this case is closed, all properties within the site boundaries where groundwater contamination exceeds chapter NR 140 groundwater enforcement standards will be listed on the Department of Natural Resources' geographic information system (GIS) Registry of Closed Remediation Sites. The information on the GIS Registry includes maps showing the location of properties in Wisconsin where groundwater contamination above chapter NR 140 enforcement standards was found at the time that the case was closed. This GIS Registry will be available to the general public on the Department of Natural Resources'

internet web site. Please review the enclosed legal description of your property, and notify me within the next 30 days if the legal description is incorrect.

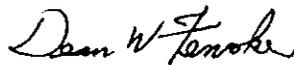
Once the Department makes a decision on my closure request, it will be documented in a letter. If the Department grants closure, you may obtain a copy of this letter by requesting a copy from me, by writing to the agency address given above or by accessing the DNR GIS Registry of Closed Remediation Sites on the internet at <http://www.dnr.wi.gov/org/law/rr/gis/index.htm><http://www.dnr.state.wi.us/org/water/dwg/3300254.pdf>. A copy of the closure letter is included as part of the site file on the GIS Registry of Closed Remediation Sites.

Should you or any subsequent property owner wish to construct or reconstruct a well on your property, special well construction standards may be necessary to protect the well from the residual groundwater contamination. Any well driller who proposes to construct a well on your property in the future will first need to obtain approval from a regional water supply specialist in DNR's Drinking Water and Groundwater Program. The well construction application, form 3300-254, is on the internet at, or may be accessed through the GIS Registry web address in the preceding paragraph.

If you need more information, you may contact me at 1020 N. Broadway, Suite 400, Milwaukee WI 53202 (414)-225-5104 or you may contact Linda Michalets at (414)-357-4703.

Sincerely,

AECOM



Dean W. Fenske
Project Manager

c: Mrs. Tory Kress, P.E., City of Milwaukee, DCD, 809 N. Broadway, Milwaukee, WI 53202
Mrs. Linda Michalets, WDCOM, 9316 N. 107th Street, Milwaukee, WI 53224-1121

OFF-SOURCE
B
PROPERTY

4530 West Lisbon Avenue-- AECOM Project No. 86405
Notice of Contamination in Excess of NR 140 Groundwater Enforcement Standards
February 23, 2009
Page 3

Legal Description for:
2230 N. 46th Street
Milwaukee, Wisconsin, 53208

Original plat
Legals People's Bldg & Loan Ass'n Subd No 4 in NE ¼ Sec 23-7-21 Description Block 2 Lot 12 & S 20'
Lot 11, Comment Bid #16, in the City of Milwaukee, County of Milwaukee, State of Wisconsin

Tracking Summary

Tracking Numbers

Tracking Number: 1Z 78F 331 13 9836 723 8
Type: Package
Status: Delivered
Delivered On: 02/25/2009
9:33 A.M.
Delivered To: WAUKESHA, WI, US
Service: NEXT DAY AIR SAVER

Tracking results provided by UPS: 03/05/2009 5:19 P.M. ET

NOTICE: UPS authorizes you to use UPS tracking systems solely to track shipments tendered by or for you to UPS for delivery and for no other purpose. Any other use of UPS tracking systems and information is strictly prohibited.

 [Close Window](#)

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Shipment Receipt

(Keep this for your records.)

Transaction Date 24 Feb 2009

Address Information

Ship To:
Mark Wamser
Mark Wamser
W301 S1458 Brandybrook
Waukesha WI 53188

Shipper:
AECOM - Milwaukee, WI
Shella Underwood
414-225-5141
1020 NORTH BROADWAY
SUITE 400
MILWAUKEE WI 53202

Shipment Information

Service: UPS Next Day Air Saver
***Guaranteed By:** 3:00 P.M., Wed. 25 Feb. 2009

Fuel Surcharge:	**0.13
Shipping:	**13.15

Package Information

Package 1 of 1
Tracking Number: 1Z78F3311398367238
Package Type: UPS Letter
Actual Weight: Letter
Billable Weight: Letter
Charge Number: 86405.21
Sender's Name: Shella

Billing Information

Bill Shipping Charges to: Shipper's Account 78F331

Total:	All Shipping Charges in USD	**13.28
Negotiated Total:		**8.24

Note: Your invoice may vary from the displayed reference rates.

* For delivery and guarantee information, see the UPS Service Guide. To speak to a customer service representative, call 1-800-PICK-UPS for domestic services and 1-800-782-7892 for international services.

** Detailed information on fuel surcharges is also available.

State Bar of Wisconsin Form 3-2003
QUIT CLAIM DEED



DOC.# 09160709

Document Number

Document Name

REGISTER'S OFFICE | SS
Milwaukee County, WI

RECORDED: 01/09/2006 11:50AM

JOHN LA FAVE
REGISTER OF DEEDS

AMOUNT: 11.00

THIS DEED, made between JUSTINE L. NORDLING-WAMSER

("Grantor," whether one or more), and MARK A. WAMSER

("Grantee," whether one or more).
Grantor quit claims 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):

The South 20 feet of Lot 11 and all of Lot 12, in Block 2, in People's Building and Loan Association Subdivision No. 4, in the North East 1/4 of Section 23, Town 7 North, Range 21 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin.

Recording Area

Name and Return Address

Atty. Donald A. Levy
Levy & Levy S. C.
P. O. Box 127
Cedarburg, WI 53012

347-0212-6

Parcel Identification Number (PIN)

This is not homestead property.

(~~is~~) (is not)

This Quit Claim Deed is given pursuant to a Judgment of Divorce granted on the 16th day of December, 2005, in the Circuit Court of Waukesha County, Wisconsin, as Case No. 05FA0402.

This conveyance is exempt from real estate transfer fee pursuant to 77.25(8m) of the Wisconsin Statutes.

Dated 12-16-05

(SEAL)

Justine L. Nordling-Wamser
* Justine L. Nordling-Wamser

(SEAL)

(SEAL)

(SEAL)

AUTHENTICATION

Signature(s) Justine L. Nordling-Wamser

authenticated on _____

TITLE: MEMBER STATE BAR OF WISCONSIN

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

THIS INSTRUMENT DRAFTED BY:

Donald A. Levy, Attorney at Law

ACKNOWLEDGMENT

STATE OF Wisconsin)

) ss.

Waukesha COUNTY)

Personally came before me on 12-16-05
the above-named Justine L. Nordling-Wamser

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

* Lisa Holahan

Notary Public, State of Wisconsin

My commission (is permanent) (expires: W permanent)

(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.

QUIT CLAIM DEED

©2003 STATE BAR OF WISCONSIN

FORM NO. 3-2003

*Type name below signatures.

INFO-PRO™ Legal Forms • (800)655-2021 • info@proforms.com

AECOM
1020 North Broadway, Suite 400, Milwaukee, Wisconsin 53202
T 414.225.5100 F 414.225.5111 www.aecom.com

AECOM

February 24, 2009

Mr. Ronald D. Leonhardt
City Clerk
City Hall, Room 205
200 East Wells Street
Milwaukee, WI 53202

Subject: **Notification of Contamination within Right of Way**
4530 West Lisbon Avenue
BRRTS #03-41-105811
WNDR FID #241-88604-0
WDCOM PECFA #53208-1237-30
AECOM Project No. 86405

Dear Mr. Leonhardt:

On behalf of the City of Milwaukee Redevelopment Authority, AECOM has completed a petroleum investigation and remediation at 4530 West Lisbon Avenue, Milwaukee, Wisconsin (the site). We are currently preparing the project for closure with the Wisconsin Department of Natural Resources. The closure process requires notification to the City of Milwaukee of possible petroleum contamination to groundwater within the local road right-of-way. The information required for such notices is presented below:

County:	Milwaukee
Local Road:	Alleyway, North of the Site
Site Name:	4530-4522 West Lisbon Avenue
Site Address:	4530-4522 West Lisbon Avenue, Milwaukee, Wisconsin
WDNR BRRTS No:	03-41-105811
WDCOM PECFA Claim No:	53208-1237-30
Owner:	City of Milwaukee
Owner's Address:	809 N. Broadway, Milwaukee, Wisconsin
Consulting Firm:	AECOM
Consultant Contact:	Dean Fenske
Consultant Phone:	414-225-5104
Consultant FAX:	414-225-5111
Consultant Email:	dean.fenske@aecom.com

Soil Contamination:	Yes
Groundwater Contamination:	Yes
Depth to Water Table:	Approximately 7-10 feet bgs
Types of Contamination Present:	VOCs, PAHs and Metals
Brief summary of Clean up activity:	Natural Attenuation

Soil and groundwater plume maps attached.

If you have any questions I may be contacted at 414-225-5104.

Sincerely,

AECOM



Dean Fenske
Project Manager

c: Mrs. Tory Kress, P.E., City of Milwaukee, DCD, 809 N. Broadway, Milwaukee, WI 53202
Mrs. Linda Michalets, WDCOM, 9316 N. 107th Street, Milwaukee, WI 53224-1121