

GIS REGISTRY INFORMATION

SITE NAME:	YMCA of Metropolitan Milwaukee			FID #	
BRRTS #:	03-41-544924			(if appropriate):	
COMMERCE #:	53209-1104-50-A				
CLOSURE DATE:	June 13, 2007				
STREET ADDRESS:	9250 N Green Bay Rd				
CITY:	Brown Deer				
SOURCE PROPERTY GPS COORDINATES (meters in WTM91 projection):	X =	685727	Y =	303456	
CONTAMINATED MEDIA:	Groundwater	<input type="checkbox"/>	Soil	<input checked="" type="checkbox"/>	Both <input type="checkbox"/>
OFF-SOURCE GW CONTAMINATION >ES:	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	
• IF YES, STREET ADDRESS:					
• GPS COORDINATES (meters in WTM91 projection):					
	X =		Y =		
OFF-SOURCE SOIL CONTAMINATION >Generic or Site-Specific RCL (SSRCL):	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	
• IF YES, STREET ADDRESS 1:					
• GPS COORDINATES (meters in WTM91 projection):					
	X =		Y =		
CONTAMINATION IN RIGHT OF WAY:	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	
<u>DOCUMENTS NEEDED</u>					
Closure Letter, and any conditional closure letter issued or denial letter issued					X
Copy of any maintenance plan referenced in the final closure letter					<input type="checkbox"/>
Copy of (soil or land use) deed notice <i>if any required as a condition of closure</i>					<input type="checkbox"/>
Copy of most recent deed, including legal description, for all affected properties					X
Certified survey map or relevant portion of the recorded plat map <i>(if referenced in the legal description)</i> for all affected properties					X
County Parcel ID number, <i>if used for county</i> , for all affected properties					X
Location Map that outlines all properties within contaminated site boundaries on USGS topographic map or plat map in sufficient detail to permit the parcels to be located easily. If groundwater standards are exceeded, the map must also include the location of all municipal and potable wells within 1200' of the site.					X
Detailed Site Map(s) for all affected properties , showing buildings, roads, property boundaries, contaminant sources, utility lines, monitoring wells and potable wells. This map shall also show the location of all contaminated public streets, highway and railroad rights-of-way in relation to the source property and in relation to the boundaries of groundwater contamination exceeding ch. NR 140 ESs and soil contamination exceeding ch. NR 720 generic or SSRCLs.					X
Tables of Latest Groundwater Analytical Results (no shading or cross-hatching)					<input type="checkbox"/>
Tables of Latest Soil Analytical Results (no shading or cross-hatching)					X
Isoconcentration map(s), <i>if required for site investigation (SI)</i> . The isoconcentration map should have flow direction and extent of groundwater contamination defined. If not available, include the latest extent of contaminant plume map.					<input type="checkbox"/>
GW: Table of water level elevations, with sampling dates, and free product noted if present					<input type="checkbox"/>
GW: Latest groundwater flow direction/monitoring well location map (should be 2 maps if maximum variation in flow direction is greater than 20 degrees)					<input type="checkbox"/>
SOIL: Latest horizontal extent of contamination exceeding generic or SSRCLs, with one contour					X
Geologic cross-sections, <i>if required for SI</i>					<input type="checkbox"/>
RP certified statement that legal descriptions are complete and accurate					X
Copies of off-source notification letters (if applicable)					<input type="checkbox"/>
Letter informing ROW owner of residual contamination (if applicable) (public, highway or railroad ROW)					<input type="checkbox"/>



ENVIRONMENTAL & REGULATORY SERVICES DIVISION
BUREAU OF PECFA
9316 North 107th Street
Milwaukee, Wisconsin 53224-1121
TDD #: (608) 264-8777
Fax #: (414) 357-4700
Jim Doyle, Governor
Mary P. Burke, Secretary

June 13, 2007

Mr. Mike Hamlin
YMCA Schroeder Branch & Aquatic Center
9250 North Green Bay Road
Brown Deer, WI 53209-1104

RE: **Final Closure**

Commerce # 53209-1104-50-A DNR BRRTS # 03-41-544924
YMCA of Metropolitan Milwaukee, 9250 North Green Bay Road, Brown Deer

Dear Mr. Hamlin:

The Wisconsin Department of Commerce (Commerce) has reviewed the request for case closure prepared by your consultant, Sigma Environmental Services, Inc., for the site referenced above. 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.

This case 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 contamination. This letter serves as your written notice of "no further action."

It is in your best interest to keep all documentation related to the environmental activities at your site. If residual contamination is encountered in the future, it must be managed in accordance with all applicable state and federal regulations. If it is determined that any remaining contamination poses a threat, the case may be reopened and further investigation or remediation may be required.

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) 357-4705.

Sincerely,

A handwritten signature in cursive script that reads "Monica Weis".

Monica L. Weis
Senior Hydrogeologist
Site Review Section

cc: Mr. Keith Cronin, Sigma Environmental Services, Inc.

EXHIBIT A

That part of the SW 1/4 of Section 1, T 8 N, R 21 E, in the Village of Brown Deer, Milwaukee County, Wisconsin, which is bounded and described as follows: Commencing at the Southwest corner of said 1/4 Section; thence North 38° 43' 08" East along the South line of said 1/4 Section 1631.13 ft. to a point; thence North 01° 16' 52" West 355.00 ft. to a point on the North line of West Brown Deer Road (State Trunk Highway No. 100); thence North 88° 43' 08" East along the North line of said Road and parallel to the South line of said 1/4 Section 16.21 ft. to a point of curve; thence Easterly along the North line of said road 239.60 ft. on the arc of a curve whose center is to the South whose radius is 2366.83 ft. and whose chord bears South 88° 22' 52" East 239.50 ft. to the point of beginning of the land to be described; thence North 01° 01' 52" West 907.70 ft. to a point; thence South 68° 42' 26" West 271.81 ft. to the Northeast corner of Parcel 3 of Certified Survey Map No. 3756; thence North 21° 17' 34" West 410.66 ft. to a point on the Southerly line of lands owned by the YMCA of Metropolitan Milwaukee, Inc.; thence North 68° 42' 26" East along the Southeasterly line of said lands 665.35 ft. to a point on a meander line of the Milwaukee River; thence South 36° 36' 52" East along said meander line 387.95 ft. to a point; thence South 25° 31' 52" East along said meander line 171.20 ft. to a point; thence South 08° 10' 52" East along said meander line 230.00 ft. to a point; thence South 01° 32' 08" West along said meander line 537.00 ft. to a point; thence South 14° 16' 08" West along said meander line 265.95 ft. to a point on the North line of West Brown Deer Road; thence North 82° 46' 14" West along the North line of said Road 346.61 ft. to a point of curve; thence Westerly along the North line of said road 111.96 ft. along the arc of a curve whose center is to the South whose radius is 2366.83 ft. and whose chord bears North 84° 07' 33" West 111.95 ft. to the point of beginning. Together with those lands lying between said meander line and the Milwaukee River. Containing 19.2551 acres of land (not including lands lying between said meander line and the Milwaukee River).

REGISTER'S OFFICE }
Milwaukee County, Wis. } SS
RECORDED AT 11:00 AM

DEED

JUL - 5 1978
REEL 1124 IMAGE 943
Diana 950
REGISTER OF DEEDS incl.

This Indenture, made this 23rd day of JUNE, 1978, between J. C. PENNEY COMPANY, INC. (formerly J. C. Penney Company), a Delaware corporation located at New York, New York, Grantor, and THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF METROPOLITAN MILWAUKEE, INC., a Wisconsin corporation located at Milwaukee, Wisconsin, Grantee.

DOC # 5227684 #
RECORD 9.00
RTX 100.00

W I T N E S S E T H:

That Grantor, for valuable consideration to it paid by Grantee, the receipt whereof is hereby confessed and acknowledged, has given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents does give, grant, bargain, sell, remise, release, alien, convey and confirm unto Grantee, its successors and assigns forever, the real estate situated in the County of Milwaukee, State of Wisconsin, more particularly described on Exhibit A, annexed hereto and made a part hereof (the Premises).

TRANSFER
\$ 100.00
FEE

Together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining; and all the estate, right, title, interest, claim or demand whatsoever of Grantor, either in law or equity, either in possession or expectancy of, in and to the Premises, and their hereditaments and appurtenances.

To have and to hold the Premises as with the hereditaments and appurtenances, unto Grantee and to its successors and assigns forever.

Except as herein stated, Grantor, for itself and its successors, does covenant, grant, bargain and agree to

900

EXHIBIT "A"

That part of the NW 1/4 and the SW 1/4 of Section 1, T 8 N, R 21 E, in the Village of Brown Deer, Milwaukee County, Wisconsin, which is bounded and described as follows:

Commencing at the West 1/4 corner of said Section 1; thence North $00^{\circ} 24' 05''$ East along the West line of the NW 1/4 of said Section 566.00 ft. to a point; thence North $89^{\circ} 45' 23''$ East 620.23 ft. to a point; thence South $20^{\circ} 00' 42''$ East 63.76 ft. to the point of beginning of the land to be described; thence North $89^{\circ} 45' 23''$ East 220.00 ft. to a point; thence South $20^{\circ} 00' 42''$ East 861.68 ft. to a point; thence South $69^{\circ} 59' 18''$ West 163.49 ft. to a point; thence North $24^{\circ} 34' 56''$ West 546.46 to a point; thence North $20^{\circ} 00' 42''$ West 391.36 ft. to the point of beginning.
Containing 4.0000 acres.

EXHIBIT "A"

and with Grantee, its successors and assigns, that the Premises, in the quiet and peaceable possession of Grantee, its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, by, through or under Grantor and none other it will forever warrant and defend.

The Premises are conveyed subject to each and every of the following terms, conditions, covenants, restrictions and reservations:

1. Until the earlier of (i) January 1, 2000, or (ii) the date that no portion of the property described on Exhibit B (Exhibit B Property), annexed hereto and made a part hereof, shall be owned by Grantee and no portion of the Exhibit B Property shall be used for recreational purposes, no portion of the Premises may be used for any purpose other than for the parking of vehicles, for other recreational uses and for the construction of not more than one structure not exceeding two stories in height, all of which uses shall be only in connection with use of the Exhibit B Property. The construction of such structure shall not commence until Grantor shall have approved the final plans and specifications for such structure, which shall show the location of the building, its design, location and design of signs, grading, utilities, parking and traffic control, ratios and standards, landscaping and such other information as Grantor shall request.

If Grantor and Grantee do not agree in writing within three months after final plans and specifications have first been submitted with respect to such final plans and specifications, Grantee shall have the right to request a

EXHIBIT "B" TO DEEDLegal Description of Real EstateParcel One:

That part of the North West One-quarter (1/4) and the South West One-quarter (1/4) of Section One (1), Township Eight (8) North, Range Twenty-one (21) East, in the Village of Brown Deer, County of Milwaukee, State of Wisconsin, which is bounded and described as follows: Commencing at the West 1/4 corner of said Section; thence North 00° 24' 05" East along the West line of the North West 1/4 of said Section 566.00 feet to a point; thence North 89° 45' 23" East, 840.23 feet to the point of beginning of the land to be described; thence South 20° 00' 42" East, 925.44 feet to a point; thence North 69° 59' 18" East, 532.27 feet to a meander line of the West bank of the Milwaukee River; thence North 20° 09' 37" West along said meander line 132.88 feet to a point; thence North 31° 23' 32" West along said meander line 661.30 feet to a point; thence South 89° 45' 23" West, 426.57 feet to the point of beginning.

Parcel Two:

That part of the North West One-quarter (1/4) of Section One (1), Township Eight (8) North, Range Twenty-one (21) East, in the Village of Brown Deer, County of Milwaukee, State of Wisconsin, which is bounded and described as follows: Commencing at the West 1/4 corner of said Section; thence North 00° 24' 05" East along the West line of said 1/4 Section 566.00 feet to a point; thence North 89° 45' 23" East, 59.58 feet to the point of beginning of the land to be described; thence continuing North 89° 45' 23" East 780.65 feet to a point; thence South 20° 00' 42" East, 63.76 feet to a point; thence South 89° 45' 23" West, 801.66 feet to a point; thence North 00° 46' 07" West, 60.00 feet to the point of beginning.

Parcel Three:

That part of the South West One-quarter (1/4) of Section One (1), Township Eight (8) North, Range Twenty-one (21) East, in the Village of Brown Deer, County of Milwaukee, State of Wisconsin, which is bounded and described as follows: Commencing at the West 1/4 corner of said Section; thence North 00° 24' 05" East along the West line of the North West 1/4 of said Section 566.00 feet to a point; thence North 89° 45' 23" East, 840.23 feet to a point; thence South 20° 00' 42" East, 925.44 feet to the point of beginning, thence continuing South 20° 00' 42" East 100.00 feet to a point; thence North 69° 59' 18" East, 532.53 feet to a meander line of the West bank of the Milwaukee River; thence North 20° 09' 37" West along the said meander line 100.00 feet to a point; thence South 69° 59' 18" West 532.27 feet to the point of beginning.

Parcel Four:

That part of the South West One-quarter (1/4) of Section One (1), Township Eight (8) North, Range Twenty-one (21) East, in the Village of Brown Deer, County of Milwaukee, State of Wisconsin, which is bounded and described as follows: Commencing at the West 1/4 corner of said Section; thence North 00° 24' 05"

East along the West line of the North West 1/4 of said Section 566.00 feet to a point; thence North $89^{\circ} 45' 23''$ East, 840.23 feet to a point; thence South $20^{\circ} 00' 42''$ East, 1025.44 feet to the point of beginning of the land to be described; thence continuing South $20^{\circ} 00' 42''$ East, 753.90 feet to a point; thence North $69^{\circ} 59' 18''$ East, 665.35 feet to a meander line of the West bank of the Milwaukee River; thence North $35^{\circ} 20' 00''$ West along said meander line 350.55 feet to a point; thence North $29^{\circ} 28' 37''$ West along said meander line 241.60 feet to a point; thence North $20^{\circ} 09' 37''$ West along said meander line 177.50 feet to a point; thence South $69^{\circ} 59' 18''$ West, 532.53 feet to the point of beginning.

judicial determination that the failure of Grantor to so agree was unreasonable in view of all relevant circumstances, including, without limitation, location of nearby property owned in whole or in part by Grantor. If a final determination of such unreasonableness shall be made, construction pursuant to such determination may take place, but neither Grantor nor anyone else shall have any liability for damages or otherwise to Grantee or anyone else.

2. In the event of a breach or threatened breach by Grantee of any of the provisions of paragraph 1 hereof, Grantor shall have such rights and remedies as are available to it at law or in equity and, in addition thereto, Grantee shall pay the reasonable legal fees of Grantor.

3. All of the terms, conditions, covenants, restrictions and reservations imposed hereunder upon Grantee shall be deemed to run with the land and be binding upon any owner of the Premises from time to time. All rights and remedies hereunder of Grantor shall inure to the benefit of Grantor and any person, firm, corporation or other entity to which Grantor may assign such rights or remedies.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed by its duly authorized officers and its corporate seal to be hereunto affixed as of the day and year first above written.

J. C. PENNEY COMPANY, INC.



By: [Signature]
Vice President



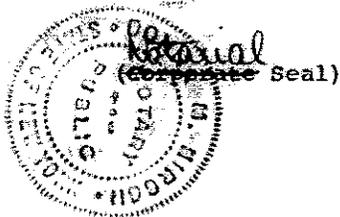
Attest: [Signature]
Assistant Secretary

STATE OF NEW YORK)

SS:

COUNTY OF NEW YORK)

On this 23rd day of June, 1978, before me, a Notary Public, personally appeared R. E. MONTAG and CORNELIUS T. DORANS, who acknowledged themselves to be the Vice President and Assistant Secretary of J. C. Penney Company, Inc., to me known to be the persons who executed the foregoing instrument and to me known to be such President and Assistant Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.



Donna M. Hirsch

Notary Public

My Commission Expires:

DONNA M. HIRSCH
NOTARY PUBLIC, State of New York
No. 41-4525718
Qualified in Queens County
Certificate filed in New York County
Commission Expires March 30, 1980

This instrument was drafted by:

Stanley H. Epstein, Esq.
J. C. Penney Company, Inc.
1301 Avenue of the Americas
New York, New York 10019

ACCEPTANCE OF DEED

The Grantee named in the foregoing Deed, The Young Men's Christian Association of Metropolitan Milwaukee, Inc., hereby accepts delivery of the foregoing Deed, agrees to be bound by all the terms, conditions, covenants, restrictions and reservations contained therein and to perform all of them to be performed by it thereunder.

THE YOUNG MEN'S CHRISTIAN ASSOCIATION
OF METROPOLITAN MILWAUKEE, INC.

By:



President


AHS: 12/2/75

REEL 904 849

REGISTER'S OFFICE
Milwaukee County, Wis. } SS
RECORDED AT 10:50 AM

4975405

on JAN 22 1976 in
F 904 image 849 to 852
Walter C. Russell
REGISTER OF DEEDS

DEED

This indenture, made this 13th day of December, 1975, between J. C. PENNEY COMPANY, INC., (formerly J. C. Penney Company), a Delaware corporation located at New York, New York, Grantor, and YOUNG MEN'S CHRISTIAN ASSOCIATION OF METROPOLITAN MILWAUKEE, INC., a Wisconsin corporation, located at Milwaukee, Wisconsin, Grantee.

WITNESSETH:

That Grantor for valuable consideration to it paid by Grantee, the receipt whereof is hereby confessed and acknowledged, has given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents does give, grant, bargain, sell, remise, release, alien, convey and confirm unto Grantee, its successors and assigns forever, those four (4) parcels of real estate, situated in the County of Milwaukee, State of Wisconsin, more particularly described on Exhibit A annexed hereto and made a part hereof.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining; and all the estate, right, title, interest, claim or demand whatsoever of Grantor, either in law or equity, either in possession or expectancy of, in and to the above bargained premises, and their hereditaments and appurtenances.

To have and to hold the said premises as above described with the hereditaments and appurtenances, unto Grantee and to its successors and assigns forever.

Except as herein stated, Grantor for itself and its successors, does covenant, grant, bargain and agree to and with Grantee, its successors and assigns, that the said premises, in the quiet and peaceable possession of Grantee, its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, by, through or under Grantor and none other. it will forever warrant and defend.

This conveyance is made subject to the following:

TRANSFER
\$141.00
FEE

1. Municipal and zoning ordinances.

2. Covenants, conditions and restrictions contained in Declaration dated May 27, 1968 and recorded on June 26, 1968 in Reel 426, Images 1006-1012, inclusive, as Document No. 4400660.

600

EXHIBIT A

(Annexed to Deed dated December _____, 1975 from J. C. Penney Company, Inc. to Young Men's Christian Association of Metropolitan Milwaukee, Inc.)

Legal Description of Real EstateParcel One:

That part of the North West One-quarter (1/4) and the South West One-quarter (1/4) of Section One (1), Township Eight (8) North, Range Twenty-one (21) East, in the Village of Brown Deer, County of Milwaukee, State of Wisconsin, which is bounded and described as follows: Commencing at the West 1/4 corner of said Section; thence North 00° 24' 05" East along the West line of the North West 1/4 of said Section 566.00 feet to a point; thence North 89° 45' 23" East, 840.23 feet to the point of beginning of the land to be described; thence South 20° 00' 42" East, 925.44 feet to a point; thence North 69° 59' 18" East, 532.27 feet to a meander line of the West bank of the Milwaukee River; thence North 20° 09' 37" West along said meander line 132.88 feet to a point; thence North 31° 23' 32" West along said meander line 661.30 feet to a point; thence South 89° 45' 23" West, 426.57 feet to the point of beginning.

Parcel Two:

That part of the North West One-quarter (1/4) of Section One (1), Township Eight (8) North, Range Twenty-one (21) East, in the Village of Brown Deer, County of Milwaukee, State of Wisconsin, which is bounded and described as follows: Commencing at the West 1/4 corner of said Section; thence North 00° 24' 05" East along the West line of said 1/4 Section 566.00 feet to a point; thence North 89° 45' 23" East, 59.58 feet to the point of beginning of the land to be described; thence continuing North 89° 45' 23" East 780.65 feet to a point; thence South 20° 00' 42" East, 63.76 feet to a point; thence South 89° 45' 23" West, 801.66 feet to a point; thence North 00° 46' 07" West, 60.00 feet to the point of beginning.

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(Part of Tax Key No. 011-8995-002)

WELL 904 MAC 851

3. Easement Agreement dated October 27, 1959 and recorded on November 2, 1959 in Volume 3983 of Deeds, at page 9, as Document No. 3773289.
4. Easement Agreement dated October 27, 1959 and recorded on November 2, 1959 in Volume 3983 of Deeds, at page 13, as Document No. 3773290.
5. Easement for storm sewer dated December 15, 1966 and recorded January 9, 1967 in Reel 342, Images 517-521, inclusive, as Document No. 4296307.
6. Easement for sanitary sewer dated June 6, 1967 and recorded on July 26, 1967 in Reel 371, Images 1090-1093, inclusive, as Document No. 4333153.
7. Drainage rights as disclosed by plat attached to Notice No. 1463 filed on July 16, 1927 in connection with the establishment of Milwaukee County Farm Drain No. 18.
8. Rights of the public in that portion of the property hereby conveyed lying below the ordinary high-water mark of the Milwaukee River.
9. Grantor, its successors and assigns shall have the right to utilize any road constructed in Parcel Two hereby conveyed for the purpose of ingress to and egress from Grantor's lands adjacent to said Parcel Two. Such right is for the benefit of Grantor's lands adjacent to said Parcel Two as a covenant running with the land. Such right shall commence after improvements of Grantor's adjacent lands.
10. Grantee agrees that it shall construct buildings for physical occupancy only on Parcel One hereby conveyed. In the event the course or level of the Milwaukee River changes or the applicable laws, ordinances or regulations change to permit construction of buildings on Parcel Four hereby conveyed; the drainage easement (ditch) in Parcel Three conveyed hereby is abandoned or otherwise forfeited and construction on said Parcel Three is otherwise permissible; or if Grantee purchases additional land contiguous to Parcel Two hereby conveyed, the construction restriction herein shall be terminated with respect to construction for benefit of Grantee (and not a successor of Grantee). No construction on other than said Parcel One may take place for the benefit of any successor of Grantee except with prior written consent of Grantor, which consent shall not be unreasonably withheld or delayed. This right shall be personal to Grantor and shall expire at such time as Grantor (and its affiliates and subsidiaries) no longer owns or leases (as Lessee) property adjacent to any part of the property hereby conveyed.

11. If within five years Grantee does not substantially commence construction of a family YMCA on the property hereby conveyed and continue thereafter with due diligence to completion, Grantor shall have the option to repurchase the property hereby conveyed for the sum of \$141,000.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed by its duly authorized officers and its corporate seal to be hereunto affixed as of the day and year first above written.

J. C. PENNEY COMPANY, INC.

By

FT Sears
VICE PRESIDENT



Attest:

Elting H Smith
ASS. SECRETARY

STATE OF NEW YORK)
NEW YORK COUNTY)

ss.

~~January~~ Personally came before me, this 13th day of December, 1975, FOSTER E. SEARS, vice PRESIDENT and ELTING H. SMITH, ASS. SECRETARY of the above named corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such vice President and ASS. SECRETARY of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

Susan S. Lowenthal

(Corporate Seal)

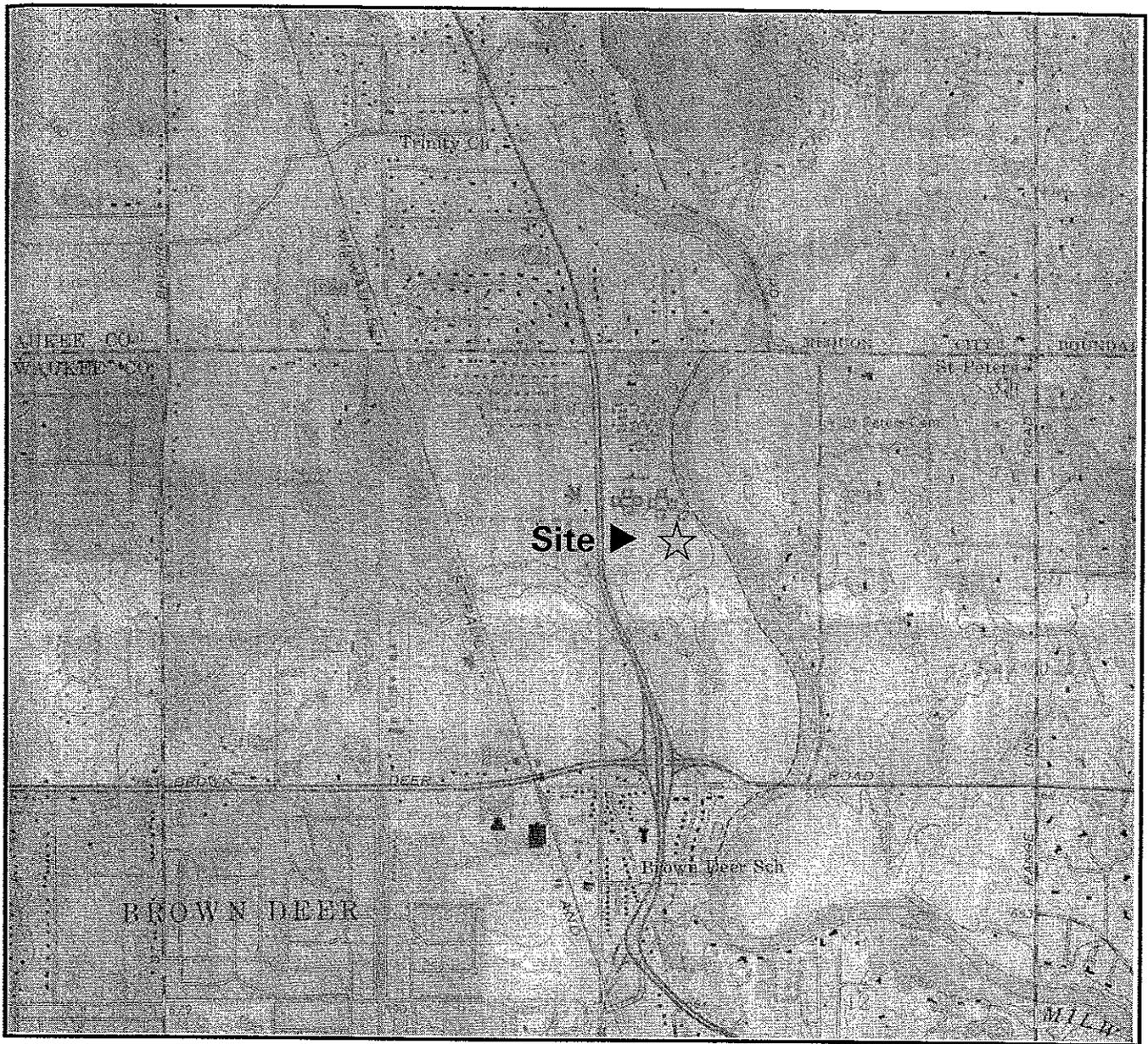
Notary Public, New York County,
New York
My Commission expires

SUSAN S. LOWENTHAL
NOTARY PUBLIC, NEW YORK COUNTY
No. 2147, 145 T.
Residence: 100 West 100th St.
City of New York, New York
Term Expires March 30, 1977

This instrument was drafted by
Alan H. Steinmetz of Foley & Lardner.

PARCEL IDENTIFICATION NUMBER

The parcel identification number for the property at 9250 North Green Bay Road, Brown Deer, Wisconsin is 0118995005.



SW¼ of NW¼ Sec. 1 T8N R21E. Adapted from U.S.G.S. 7.5 minute series, Thiensville, dated 1958, (photorevised 1971 and 1976) Wisconsin, quadrangle.

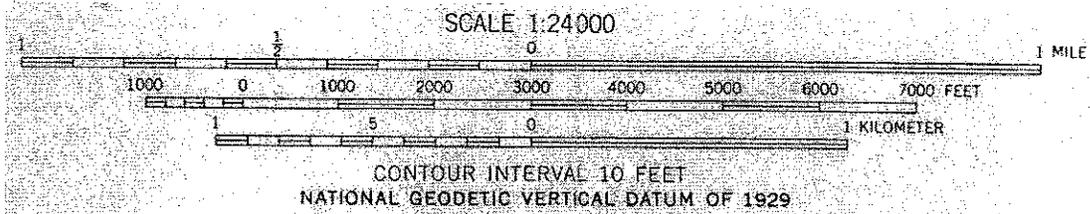
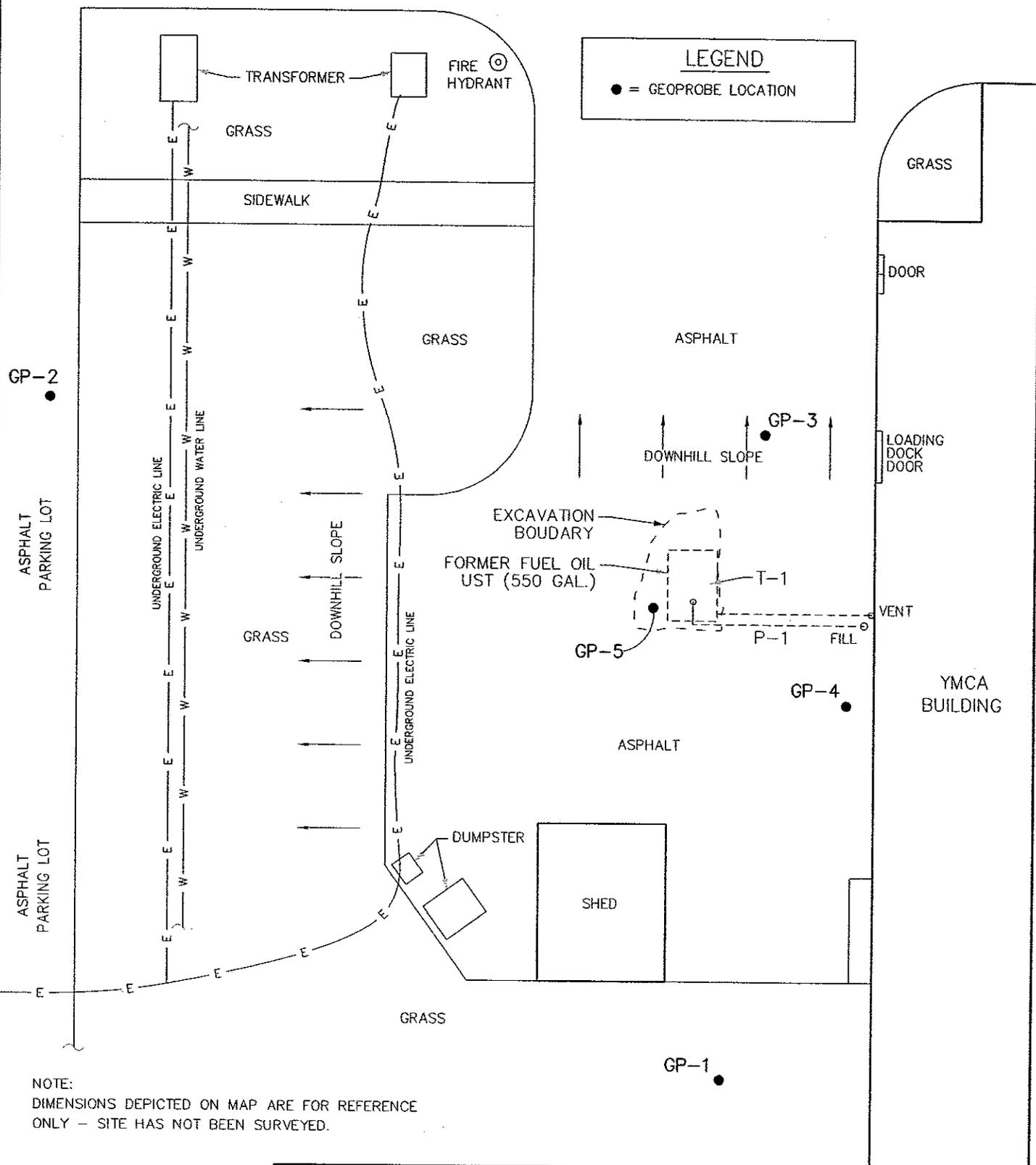


Figure 1. Site Location Map

YMCA Schroeder Branch & Aquatic Center
 9250 N. Green Bay Road
 Brown Deer, Wisconsin





NOTE:
DIMENSIONS DEPICTED ON MAP ARE FOR REFERENCE
ONLY - SITE HAS NOT BEEN SURVEYED.

YMCA OF METRO MILWAUKEE SCHROEDER BRANCH & AQUATIC CENTER 9250 N. GREEN BAY ROAD, BROWN DEER WI			 ENVIRONMENTAL SERVICES INC.
DATE: 1-17-07	DR. BY: SJGJ	DR.# 9582-002	SCALE: 1" = 1-10'
SOIL BORING LOCATION MAP			FIGURE 1

TABLE 1
SOIL ANALYTICAL QUALITY RESULTS
YMCA - SCHROEDER BRANCH
9250 N. GREEN BAY ROAD
BROWN DEER, WISCONSIN
Project Reference #9582

Soil Boring Identification:		GP-1	GP-2	GP-3	GP-4	GP-5		NR 720 Residual Contaminant Level (RCL)	NR 746		
Sample Depth (ft):		16.5-20	12-14	12-16	19-20	14-16	18-20		Table 1	Table 2	
Unit		04/20/06	04/20/06	04/20/06	04/20/06	04/20/06	04/20/06				
Diesel Range Organics		mg/kg	<10	<10	<10	<10	<10	500	100/250	NS	NS
Petroleum Volatile Organic Compounds											
Benzene	µg/kg	<25	<25	<25	<25	<25	<25		5.5	8,500	1,100
Ethylbenzene	µg/kg	<25	<25	<25	<25	<25	88		2,900	4,600	NS
Methyl-tert-butyl-ether (MTBE)	µg/kg	<25	<25	<25	<25	<25	<25		NS	NS	NS
Toluene	µg/kg	<25	<25	<25	<25	<25	<25		1,500	38,000	NS
1,2,4-Trimethylbenzene	µg/kg	<25	<25	<25	<25	<25	740		NS	83,000	NS
1,3,5-Trimethylbenzene	µg/kg	<25	<25	<25	<25	<25	440		NS	11,000	NS
Total Xylenes	µg/kg	<50	<50	<50	<50	<50	294		4,100	42,000	NS
Polynuclear Aromatic Hydrocarbons								Suggested Generic RCLs for PAH Compounds in Soil			
								Groundwater Pathway	Non-Industrial	Industrial	
Acenaphthene	µg/kg	<17	<17	<17	<17	<17	361	38,000	900,000	60,000,000	
Acenaphthylene	µg/kg	<19	<19	<19	<19	<19	83	700	18,000	360,000	
Anthracene	µg/kg	<11	<11	<11	127	34	266	3,000,000	5,000,000	3,000,000,000	
Benz(a)anthracene	µg/kg	<12	<12	<12	59	452	14 J	17,000	88	3,900	
Benzo(a)pyrene	µg/kg	<8.1	<8.1	<8.1	83	755	<8.1	48,000	8.8	390	
Benzo(b)fluoranthene	µg/kg	<7.5	<7.5	<7.5	207	1,350	20 J	360,000	88	3,900	
Benzo(ghi)perylene	µg/kg	<8.5	<8.5	<8.5	123	704	12 J	6,800,000	1,800	39,000	
Benzo(k)fluoranthene	µg/kg	<14	<14	<14	136	356	<14	870,000	880	39,000	
Chrysene	µg/kg	<20	<20	<20	116	594	23 J	37,000	8,800	390	
Dibenz(a,h)anthracene	µg/kg	<11	<11	<11	<11	107	<11	38,000	8.8	390	
Fluoroanthene	µg/kg	<7.4	<7.4	<7.4	260	1,150	73	500,000	600,000	40,000,000	
Fluorene	µg/kg	<9.5	<9.5	<9.5	11 J	<9.5	762	100,000	600,000	40,000,000	
Indeno(1,2,3-cd)pyrene	µg/kg	<9.5	<9.5	<9.5	16 J	593	<9.5	680,000	88	3,900	
1-Methylnaphthalene	µg/kg	<11	<11	<11	33 J	<11	1,230	23,000	1,100,000	70,000,000	
2-Methylnaphthalene	µg/kg	<12	<12	<12	47	<12	1,830	20,000	600,000	40,000,000	
Naphthalene	µg/kg	<17	<17	<17	<17	<17	133	400	20,000	110,000	
Phenanthrene	µg/kg	<8.9	<8.9	<8.9	119	206	965	1,800	18,000	390,000	
Pyrene	µg/kg	<11	<11	<11	185	901	238	8,700,000	500,000	30,000,000	

Notes: Laboratory analyses performed by: Synergy Environmental Lab, Inc.
mg/kg = milligrams per kilogram (equivalent to parts per million)
µg/kg = micrograms per kilogram (equivalent to parts per billion)
J = Analyte detected between the Limit of Detection and the Limit of Quantitation
NA = Not Analyzed
NS = No Standard
NR 720 RCL = Wisconsin Administrative Code, Chapter NR 720 generic Residual Contaminant Level (industrial land use RCLs for RCRA metals).
NR 746 Table 1 = Wisconsin Administrative Code, Chapter NR 746, Table 1: soil screening level: Indicators of Residual Petroleum Products in Soil Pores.
NR 746 Table 2 = Wisconsin Administrative Code, Chapter NR 746, Table 2: Protection of Human Health from Direct Contact with Contaminated Soil.
Interim RCL = More stringent generic Residual Contaminant Level for protection of groundwater (gw) or direct contact (dc) pathway for non-industrial land use from WDNR Publication RR-519-97 "Soil Cleanup Levels for Polycyclic Aromatic Hydrocarbons (PAHs) Interim Guidance" (April 1997)

Exceedances: **BOX** = detected compound
BOX = concentration exceeds standard

6. SOIL SAMPLE LOCATIONS AND RESULTS

SOIL SAMPLE NUMBER	SAMPLE LOCATION	SAMPLE DEPTH (Feet)	SOIL TYPE	FIELD READING (i.u.)	ANALYTICAL PARAMETER TESTED	LABORATORY RESULT (MG/KG)
T-1	excavation base	12'	clay	--	DRO	1,500
P-1	beneath piping	4'	clay	--	DRO	15

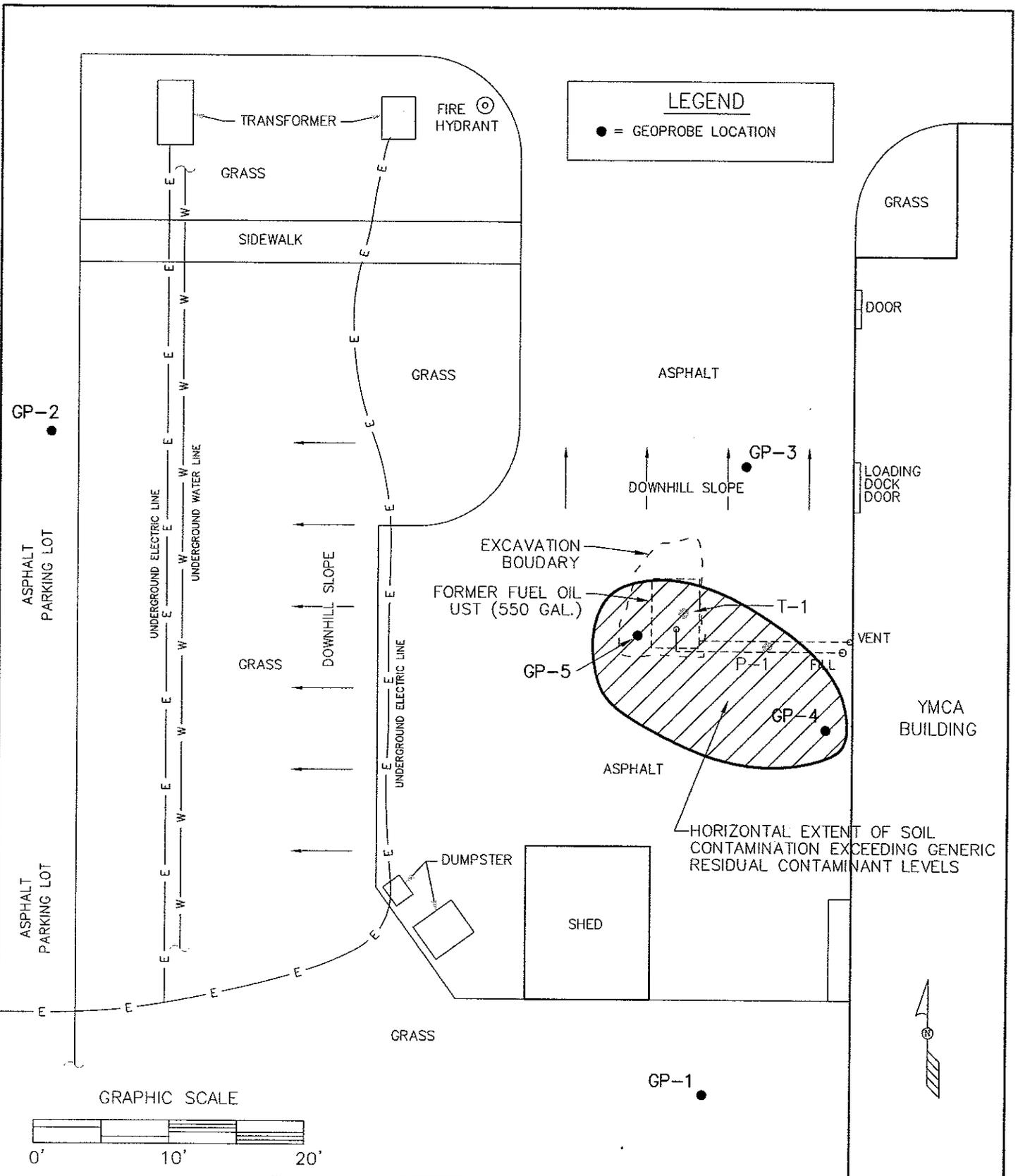
7. WASTE MANAGEMENT

TYPE OF WASTE	QUANTITY OF WASTE	WASTE TRANSPORTER/DISPOSAL
<input type="checkbox"/> Water		
<input checked="" type="checkbox"/> Product	470 gallons	National Tank Service 1813 S. 73 rd Street West Allis, Wisconsin
<input type="checkbox"/> Sludge		

8. DISCUSSION AND RECOMMENDATIONS

The removal of the UST and piping identified petroleum hydrocarbon contamination (fuel oil) in the soil. DRO results found contamination at a depth of 11 feet (1,500 mg/kg) and 4 feet (15 mg/kg) below the existing surface level.

Based on the detection of DRO in the soil, Sigma recommends the WDNR be notified of a release of a hazardous substance in accordance with Wisconsin Statute 292.

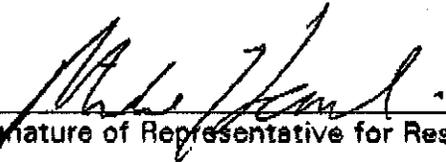


NOTE:
DIMENSIONS DEPICTED ON MAP ARE
FOR REFERENCE
ONLY - SITE HAS NOT BEEN
SURVEYED.

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SOIL QUALITY MAP			FIGURE 1

STATEMENT BY RESPONSIBLE PARTY

Mr. Mike Hamlin, the responsible party for the property located at 9250 North Green Bay Road, Brown Deer, Wisconsin, states that the legal description provided to the Wisconsin Department of Commerce (and attached to this statement) is complete and accurate to the best of my knowledge.



Signature of Representative for Responsible Party

4-26-07
Date