

GIS REGISTRY
Cover Sheet

March, 2010
(RR 5367)

Source Property Information

BRRTS #: 03-41-552248
ACTIVITY NAME: Luetzow Aviation
PROPERTY ADDRESS: 1901 East Layton Avenue, Milwaukee, WI 53207
MUNICIPALITY: Milwaukee
PARCEL ID #: 640-999-117 (Block 2, Lot 2, Bldg # 7-01)

CLOSURE DATE: Dec 13, 2010

FID #: 341165660
DATCP #:
COMM #:

***WTM COORDINATES:**

X: 692403 Y: 278096

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

WTM COORDINATES REPRESENT:

- Approximate Center Of Contaminant Source
 Approximate Source Parcel Center

Please check as appropriate: (BRRTS Action Code)

Contaminated Media:

- Groundwater Contamination > ES (236)
 Contamination in ROW
 Off-Source Contamination
(note: for list of off-source properties see "Impacted Off-Source Property" form)
- Soil Contamination > *RCL or **SSRCL (232)
 Contamination in ROW
 Off-Source Contamination
(note: for list of off-source properties see "Impacted Off-Source Property" form)

Land Use Controls:

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

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 #: 03-41-552248 PARCEL ID #: 640-999-117 - Block 2, Lot 2, Bldg # 7-01

ACTIVITY NAME: Luetzow Aviation WTM COORDINATES: x: 692403 y: 278096

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.)
- 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 8.5 x 14 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 #: 2a **Title: Site Plan View**
 - 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 #: 5 **Title: Remedial Excavation Closure Sample Results Map**

BRRTS #: 03-41-552248

ACTIVITY NAME: Luetzow Aviation

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: Geologic Cross Section Plan View Map

Figure #: 4a Title: Geologic Cross-Section A-A'

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

Note: This is intended to show the total area of contaminated groundwater.

Figure #: Title:

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

Figure #: Title:

Figure #: Title:

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

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

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

Table #: 1 Title: Soil Sample Analytical Results

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

Table #: Title:

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

Table #: Title:

IMPROPERLY ABANDONED MONITORING WELLS

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

- Not Applicable**

- Site Location Map:** A map showing all surveyed monitoring wells with specific identification of the monitoring wells which have not been properly abandoned.

Note: If the applicable monitoring wells are distinctly identified on the Detailed Site Map this Site Location Map is not needed.

Figure #: Title:

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

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

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

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ACTIVITY NAME: Luetzow Aviation

NOTIFICATIONS

Source Property

- Letter To Current Source Property Owner:** If the source property is owned by someone other than the person who is applying for case closure, include a copy of the letter notifying the current owner of the source property that case closure has been requested.
- Return Receipt/Signature Confirmation:** Written proof of date on which confirmation was received for notifying current source property owner.

Off-Source Property

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

- Letter To "Off-Source" Property Owners:** Copies of all letters sent by the Responsible Party (RP) to owners of properties with groundwater exceeding an Enforcement Standard (ES), and to owners of properties that will be affected by a land use control under s. 292.12, Wis. Stats.
Note: Letters sent to off-source properties regarding residual contamination must contain standard provisions in Appendix A of ch. NR 726.
Number of "Off-Source" Letters:
- Return Receipt/Signature Confirmation:** Written proof of date on which confirmation was received for notifying any off-source property owner.
- Deed of "Off-Source" Property:** The most recent deed(s) as well as legal descriptions, for all affected deeded **off-source property(ies)**. This does not apply to right-of-ways.
Note: If a property has been purchased with a land contract and the purchaser has not yet received a deed, a copy of the land contract which includes the legal description shall be submitted instead of the most recent deed. If the property has been inherited, written documentation of the property transfer should be submitted along with the most recent deed.
- Letter To "Governmental Unit/Right-Of-Way" Owners:** Copies of all letters sent by the Responsible Party (RP) to a city, village, municipality, state agency or any other entity responsible for maintenance of a public street, highway, or railroad right-of-way, within or partially within the contaminated area, for contamination exceeding a groundwater Enforcement Standard (ES) and/or soil exceeding a Residual Contaminant Level (RCL) or a Site Specific Residual Contaminant Level (SSRCL).
Number of "Governmental Unit/Right-Of-Way Owner" Letters:



State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

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

Southeast Region Headquarters
2300 N. Dr. Martin Luther King, Jr. Drive
Milwaukee, Wisconsin 53212-0436
Telephone 414-263-8500
FAX 414-263-8606
TTY 711

December 13, 2010

Mr. Brian Luetzow
Luetzow Aviation
1105 Davis Avenue
South Milwaukee, WI 53172

Subject: Final Case Closure with Continuing Obligations And NR 140 PAL Exemption
Luetzow Aviation
1901 East Layton Avenue
Milwaukee, Wisconsin 53207
FID #: 341165660; BRRTS #: 03-41-552248

Dear Mr. Luetzow:

On June 29, 2010, the Southeast Region Closure Committee reviewed the above referenced case for closure. This committee reviews environmental remediation cases for compliance with state laws and standards to maintain consistency in the closure of these cases. On July 2, 2010, you were notified that the Closure Committee had granted conditional closure to this case.

On July 16, 2010, the Department received information or documentation indicating that you have complied with the requirements for final closure. The condition of closure required the responsible party to abandon the monitoring wells used for the cleanup activities at the site.

Based on the correspondence and data provided, it appears that your case meets the closure requirements in ch. NR 726, Wisconsin Administrative Code. The Department considers this case closed and no further investigation or remediation is required at this time, however, you and future property owners must comply with certain continuing obligations as explained in this letter.

GIS Registry

This site will be listed on the Remediation and Redevelopment Program's GIS Registry. The specific reasons are summarized below:

- Residual soil contamination exists that must be properly managed should it be excavated or removed
- If a structural impediment that obstructed a complete site investigation or cleanup is removed or modified, additional environmental work must be completed
- Pavement, an engineered cover or a soil barrier must be maintained over contaminated soil and the state must approve any changes to this barrier.

Mr. Brian Luetzow
RE: Final Case Closure with Continuing Obligations And NR 140 PAL Exemption
Luetzow Aviation
1901 East Layton Avenue
Milwaukee, Wisconsin 53207
December 13, 2010
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This letter and information that was submitted with your closure request application will be included on the GIS Registry. To review the sites on the GIS Registry web page, visit the RR Sites Map page at <http://dnr.wi.gov/org/aw/rr/gis/index.htm>. If the property is listed on the GIS Registry because of remaining contamination and you intend to construct or reconstruct a well, you will need prior Department approval in accordance with s. NR 812.09(4)(w), Wis. Adm. Code. To obtain approval, Form 3300-254 needs to be completed and submitted to the DNR Drinking and Groundwater program's regional water supply specialist. This form can be obtained on-line <http://dnr.wi.gov/org/water/dwg/3300254.pdf> or at the web address listed above for the GIS Registry.

Closure Conditions

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

Impervious Barrier Required

Pursuant to s. 292.12(2)(a), Wis. Stats., the pavement, building foundation or other impervious cap that currently exists in the location shown on the attached map (**Exhibit A: Estimated Extent of Residual Soil Contamination Plume Above NR 720 RCL Standards, Luetzow Aviation, 1901 E. Layton Avenue, Milwaukee, Wisconsin**), shall be maintained in compliance with the **attached maintenance plan** in order to minimize the infiltration of water and prevent additional groundwater contamination that would violate the groundwater quality standards in ch. NR 140, Wis. Adm. Code, and to prevent direct contact with residual soil contamination that might otherwise pose a threat to human health. If soil in the specific locations described above is excavated in the future, the property owner at the time of excavation must sample and analyze the excavated soil to determine if residual contamination remains. If sampling confirms that contamination is present the property owner at the time of excavation will need to determine whether the material is considered solid or hazardous waste and ensure that any storage, treatment or disposal is in compliance with applicable statutes and rules. In addition, all current and future owners and occupants of the property need to be aware that excavation of the

Mr. Brian Luetzow
RE: Final Case Closure with Continuing Obligations And NR 140 PAL Exemption
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contaminated soil may pose an inhalation or other direct contact hazard and as a result special precautions may need to be taken during excavation activities to prevent a health threat to humans.

Prohibited Activities

The following activities are prohibited on any portion of the property where pavement, a building foundation, soil cover, engineered cap or other barrier is required as shown on the attached map (**Exhibit A: Estimated Extent of Residual Soil Contamination Plume Above NR 720 RCL Standards, Luetzow Aviation, 1901 E. Layton Avenue, Milwaukee, Wisconsin**), unless prior written approval has been obtained from the Wisconsin Department of Natural Resources: 1) removal of the existing barrier; 2) replacement with another barrier; 3) excavating or grading of the land surface; 4) filling on capped or paved areas; 5) plowing for agricultural cultivation; 6) construction or placement of a building or other structure.

Residual Groundwater Contamination

Recent groundwater monitoring data at this site indicates exceedances of the NR 140 preventive action limit (PAL) for Naphtalene at monitoring well B1(A)-W, but compliance with the NR 140 enforcement standard.

The Department may grant an exemption to a PAL for a substance of public health concern, pursuant to s. NR 140.28(2)(b), Wis. Adm. Code, if all of the following criteria are met:

1. The measured or anticipated increase in the concentration of the substance will be minimized to the extent technically and economically feasible.
2. Compliance with the PAL is either not technically or economically feasible.
3. The enforcement standard for the substance will not be attained or exceeded at the point of standards application.
4. Any existing or projected increase in the concentration of the substance above the background concentration does not present a threat to public health or welfare.

Based on the information you provided, the Department believes that the above criteria have been or will be met due to delineation and low-level soil and groundwater impacts identified on the property. Therefore, pursuant to s. NR 140.28(2)(b), Wis. Adm. Code, an exemption to the PAL is granted for Naphtalene at monitoring well B1(A)-W. This letter serves as your exemption.

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Luetzow Aviation
1901 East Layton Avenue
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Vapor Migration

In addition, depending on site-specific conditions, construction over contaminated materials may result in vapor migration of contaminants into enclosed structures or migration along newly placed underground utility lines. The potential for vapor inhalation and means of mitigation should be evaluated when planning any future redevelopment, and measures should be taken to ensure the continued protection of public health, safety, welfare and the environment at the site.

Post-Closure Notification Requirements

In accordance with ss, 292.12 and 292.13, Wis. Stats., you must notify the Department before making changes that affect or relate to the conditions of closure in this letter. For this case, examples of changed conditions requiring prior notification include, but are not limited to:

- Any activity or construction that results in the removal or modification of a structural impediment that obstructed a complete site investigation or cleanup
- Disturbance, construction on, change or removal in whole or part of pavement, an engineered cover or a soil barrier that must be maintained over contaminated soil

Please send written notifications in accordance with the above requirements to Southeast Region RR Program, 2300 N. Dr. MLK Jr., Drive, Milwaukee, WI 53212, to the attention of Victoria Stovall.

State Statute 101.143 requires that PECFA claimants seeking reimbursement of interest costs, submit a final reimbursement claim within 120 days after they receive a closure letter on their site. For claims not received by the PECFA Program within 120 days of the date of this letter, interest costs after 60 days of the date of this letter will not be eligible for PECFA reimbursement.

The Department appreciates your efforts to restore the environment at this site. If you have any questions regarding this closure decision or anything outlined in this letter, please contact Eric Amadi at (414) 263-8639.

Sincerely,



James A. Schmidt, Team Supervisor
SER Remediation & Redevelopment Program, Milwaukee Service Center

Enclosures: Maintenance Plan and Map

cc: Travis Peterson - Kapur & Associates, Inc. 7711 N. Port Washington Road, Milwaukee
WI 53217 / SER Case File #: 03-41-552248

ENGINEERED CAP AND BUILDING BARRIER MAINTENANCE PLAN

February 20, 2009

Property Located at:

1901 E. Layton Avenue, Milwaukee, Wisconsin 53235

FID No. 341165660, BRRTS No. 03-41-552248

PIN / TAX ID No. 640-999-117 (Block 2, Lot 2, Bldg # 7-01)

Introduction

The purpose of this document is to present a Maintenance Plan for an engineered cap and building barrier at the above-referenced property per the requirements of NR 724.13(2) of the Wisconsin Administrative Code. The maintenance activities relate to the existing slab on grade building, other paved surfaces occupying the area over the contaminated soil on-site. The contaminated soil is impacted by Diesel Range Organics (DRO). The location of the paved surfaces and building to be maintained in accordance with this Maintenance Plan, as well as the impacted soil are identified in the attached map (Exhibit A).

Engineered Cap Purpose

The paved surfaces and the building foundation over the contaminated soil serve as a barrier to prevent direct human contact with residual soil contamination that might otherwise pose a threat to human health. These paved surfaces and building foundation also act as an infiltration barrier to minimize future soil-to-groundwater contamination migration that would violate the standards of NR 140 of the Wisconsin Administrative Code. Based on the current and future use of the property, the barrier should function as intended unless disturbed.

Inspection Frequency

The paved surfaces and building foundation overlying the contaminated soil depicted in Exhibit A, will be inspected once a year for cracks and other potential exposures to underlying soils. A log of the inspections will be maintained by the property owner and is included as Exhibit B, *Cap/Barrier Inspection Log*. The log will include recommendations for necessary repair of any areas where underlying soils are exposed. Once repairs are completed, they will be documented in the inspection log.

Maintenance Activities

If exposed soils are noted during the annual inspections or at any other time during the year, repairs will be scheduled as soon as practical. Maintenance activities can include patching and filling operations or they can include larger resurfacing or construction operations. In the event that necessary maintenance activities expose the underlying soil, the owner must inform maintenance workers of the direct contact exposure hazard and provide them with appropriate personal protection equipment ("PPE"). The owner must also sample any soil that is excavated from the site prior to disposal to ascertain if contamination remains. The soil must be treated, stored and disposed of by the owner in accordance with applicable local, state and federal law.

In the event the paved surfaces and/or the building overlying the contaminated soil are removed or replaced, the replacement barrier must be equally impervious, with an infiltration rate equal to or less than 1×10^{-7} cm/s. Any replacement barrier will be subject to the same maintenance and inspection guidelines as outlined in this Maintenance Plan unless indicated otherwise by the Wisconsin Department of Natural Resources ("WDNR") or its successor.

The property owner, in order to maintain the integrity of the building structure, will maintain a copy of this Maintenance Plan on-site and make it available to all interested parties (i.e. on-site employees, contractors, future property owners, etc.) for viewing.

Amendment or Withdrawal of Maintenance Plan

This Maintenance Plan can be amended or withdrawn by the property owner and its successors with the written approval of WDNR.

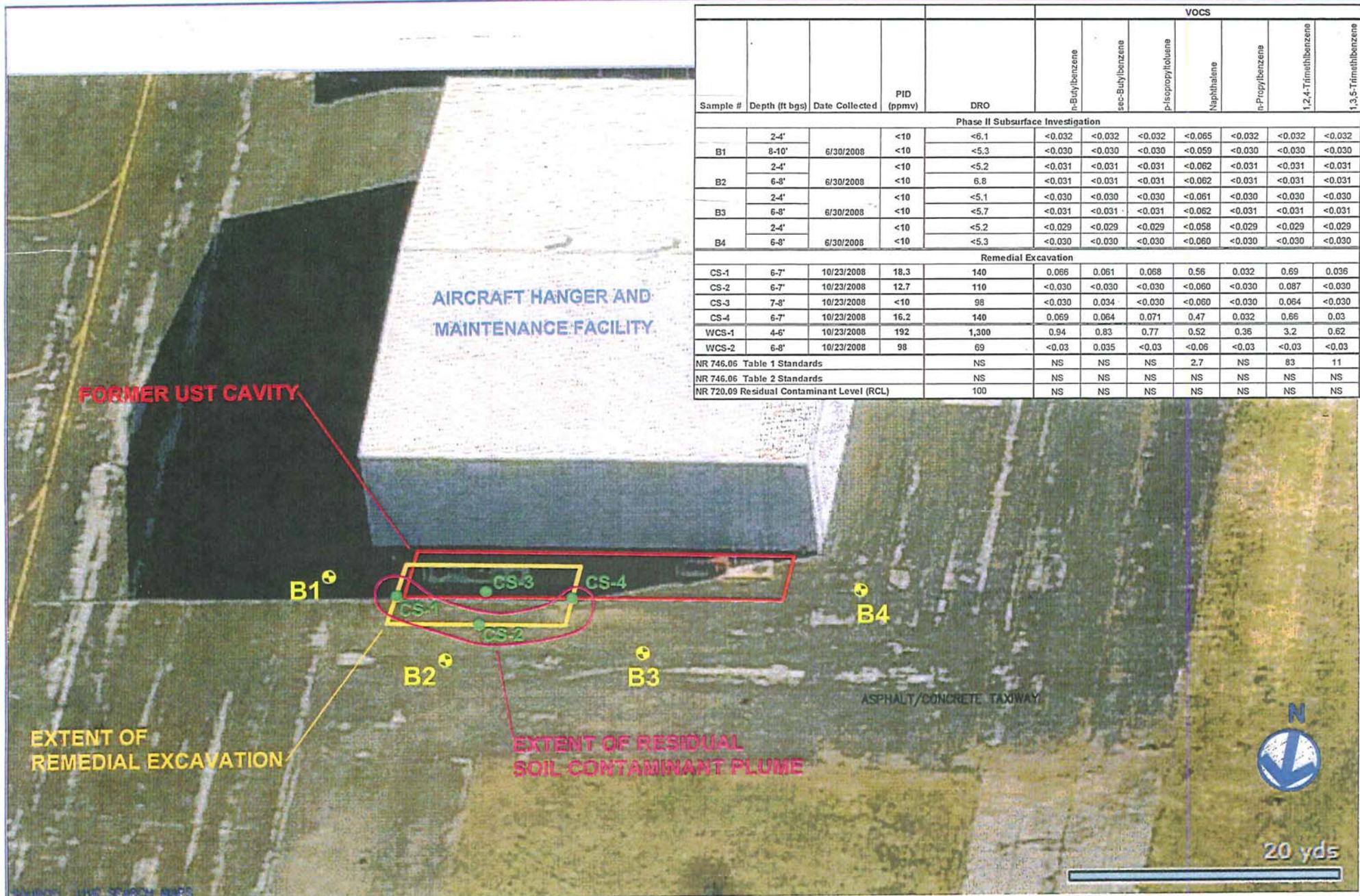
Contact Information (as of February 2009)

Site Owner and Operator: Milwaukee County – General Mitchell Int. Airport (owner)
5300 S. Howell Avenue, Milwaukee, Wisconsin 53207
414-747-5300

Luetzow Aviation (operator)
1105 Davis Avenue, South Milwaukee, Wisconsin 53172

Consultant: Kapur & Associates, Inc.
7711 N. Port Washington Road, Milwaukee, Wisconsin 53217
414-351-6668

WDNR: Eric Amadi, Hydrogeologist.
2300 N. Martin Luther King Drive, Milwaukee, Wisconsin 53212
414-263-8500



Sample #	Depth (ft bgs)	Date Collected	PID (ppmv)	DRO	VOCs						
					n-Butylbenzene	sec-Butylbenzene	p-Isopropyltoluene	Naphthalene	n-Propylbenzene	1,2,4-Trimethylbenzene	1,3,5-Trimethylbenzene
Phase II Subsurface Investigation											
B1	2-4'	6/30/2008	<10	<6.1	<0.032	<0.032	<0.032	<0.065	<0.032	<0.032	<0.032
	8-10'		<10	<5.3	<0.030	<0.030	<0.030	<0.059	<0.030	<0.030	<0.030
B2	2-4'	6/30/2008	<10	<5.2	<0.031	<0.031	<0.031	<0.062	<0.031	<0.031	<0.031
	6-8'		<10	6.8	<0.031	<0.031	<0.031	<0.062	<0.031	<0.031	<0.031
B3	2-4'	6/30/2008	<10	<5.1	<0.030	<0.030	<0.030	<0.061	<0.030	<0.030	<0.030
	6-8'		<10	<5.7	<0.031	<0.031	<0.031	<0.062	<0.031	<0.031	<0.031
B4	2-4'	6/30/2008	<10	<5.2	<0.029	<0.029	<0.029	<0.058	<0.029	<0.029	<0.029
	6-8'		<10	<5.3	<0.030	<0.030	<0.030	<0.060	<0.030	<0.030	<0.030
Remedial Excavation											
CS-1	6-7'	10/23/2008	18.3	140	0.066	0.081	0.068	0.56	0.032	0.69	0.036
CS-2	6-7'	10/23/2008	12.7	110	<0.030	<0.030	<0.030	<0.060	<0.030	0.087	<0.030
CS-3	7-8'	10/23/2008	<10	98	<0.030	0.034	<0.030	<0.060	<0.030	0.064	<0.030
CS-4	6-7'	10/23/2008	16.2	140	0.069	0.064	0.071	0.47	0.032	0.66	0.03
WCS-1	4-6'	10/23/2008	192	1,300	0.94	0.83	0.77	0.52	0.36	3.2	0.62
WCS-2	6-8'	10/23/2008	98	69	<0.03	0.035	<0.03	<0.06	<0.03	<0.03	<0.03
NR 746.06 Table 1 Standards				NS	NS	NS	NS	2.7	NS	83	11
NR 746.06 Table 2 Standards				NS	NS	NS	NS	NS	NS	NS	NS
NR 720.09 Residual Contaminant Level (RCL)				100	NS	NS	NS	NS	NS	NS	NS

SOURCE: LIVE SEARCH MAPS

LEGEND:
 ● B2 = PHASE II SI SOIL BORING LOCATION
 ● CS-2 = EXCAVATION CLOSURE SAMPLE LOCATION

KAPUR & ASSOCIATES, INC.
 CONSULTING ENGINEERS
 MILWAUKEE, WISCONSIN
 414.351.6668

REMEDIAL EXCAVATION CLOSURE
 SAMPLE RESULTS MAP

LUETZOW AVIATION
 1901 E. LAYTON AVENUE, MILWAUKEE, WISCONSIN

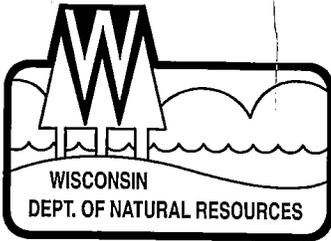
DS-0117
A

DRAWN BY: TWP CHECKED BY: TEH APPROVED BY: TWP PROJECT NUMBER: 08.0224.01 DATE: 11/29/08 REVISION DATE:

EXHIBIT B

CAP/BARRIER INSPECTION LOG

Inspection Date	Inspector	Condition of Cap/Barrier	Recommendations	Have Recommendations from Previous Inspection Been Implemented?



State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

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

Southeast Region Headquarters
2300 N. Dr. Martin Luther King, Jr. Drive
Milwaukee, Wisconsin 53212-0436
Telephone 414-263-8500
FAX 414-263-8606
TTY 711

July 2, 2010

Mr. Brian Luetzow
Luetzow Aviation
1105 Davis Avenue
South Milwaukee, WI 53172

Subject: Conditional Case Closure With Requirements to Achieve Final Closure
Luetzow Aviation
1901 East Layton Avenue, Milwaukee, Wisconsin 53207
FID #: 341165660; BRRTS #: 03-41-552248

Dear Mr. Luetzow:

On June 29, 2010, the Department of Natural Resources (Department) completed the review of the request for closure of the case described above. The Department reviews environmental remediation cases for compliance with state rules and statutes to maintain consistency in the closure of these cases. Information submitted to the Department for the closure request includes: soil documents for GIS registry; request for NR 140 PAL exemption for naphthalene exceedance in monitoring well B1(A)W; notification letter to the property owner, Mr. Greg Failey, General Mitchell International Airport, Milwaukee, Wisconsin, regarding petroleum soil and groundwater contamination that remain on his property (located at 1901 E. Layton Avenue, Milwaukee, Wisconsin, 53207); and cap maintenance plan and the maintenance plan's map (**Exhibit A: Estimated Extent of Residual Soil Contamination Plume Above NR 720 RCL Standards, Luetzow Aviation, 1901 E. Layton Avenue, Milwaukee, Wisconsin.**), regarding residual petroleum impacted soils and groundwater that remain on the property.

Based on the information provided, the Department has determined that the petroleum release discovered on the subject site appears to have been investigated and remediated to the extent practicable under site conditions. Your case will be closed under s. NR 726.05, Wis. Adm. Code, if the following condition is satisfied:

MONITOR WELL ABANDONMENT/"LOST" OR UNABANDONED MONITOR WELL(S)

The monitoring wells at the site must be properly abandoned in compliance with ch. NR 141, Wis. Adm. Code. Documentation of well abandonment must be submitted to the Department on Form 3300-5B found at www.dnr.state.wi.us/org/water/dgw/gw/ or provided by the Department. If you have a "lost" or unabandoned monitoring well, please include a copy of site location map with the surveyed well location (from construction) identified, and a copy of the well construction report for that well. These items will be added to the GIS packet. When the indicated condition has been satisfied, please submit a letter to let me know that the applicable condition has been met, and your case will be closed.

Your site will be listed on the DNR Remediation and Redevelopment GIS Registry of Closed Remediation Sites when closure letter is issued. Information that was submitted with your closure request application will be included on the GIS Registry. To review the sites on the GIS Registry web page, visit <http://dnr.wi.gov/org/aw/rr/gis/index.htm>.

Mr. Brian Luetzow
RE: Conditional Case Closure With Requirements to Achieve Final Closure
Luetzow Aviation
1901 East Layton Avenue, Milwaukee, Wisconsin 53207
July 2, 2010
Page 2.

If your property is listed on the GIS Registry because of remaining contamination and you intend to construct or reconstruct a well, you will need prior Department approval in accordance with s. NR 812.09(4)(w), Wis. Adm. Code. To obtain approval, Form 3300-254 needs to be completed and submitted to the DNR Drinking and Groundwater program's regional water supply specialist. This form can be obtained on-line <http://www.dnr.state.wi.us/org/water/dwg/3300254.pdf> or at the web address listed above for the GIS Registry.

State Statute 101.143 requires that PECFA claimants seeking reimbursement of interest costs, submit a final reimbursement claim within 120 days after they receive a closure letter on their site. For claims not received by the PECFA Program within 120 days of the date of this letter, interest costs after 60 days of the date of this letter will not be eligible for PECFA reimbursement.

Please be aware that the case may be reopened pursuant to s. NR 726.09, Wis. Adm. Code, if additional information regarding site conditions indicates that contamination on or from the site poses a threat to public health, safety, or welfare or to the environment.

The Department appreciates the actions you are taking to remediate the contamination at this site. If you have any questions regarding this letter, please contact me at (414) 263-8639.

Sincerely,



Eric Amadi - Hydrogeologist
Remediation & Redevelopment Program
SER - Milwaukee Service Center

Attachment:

Cap Maintenance Plan Map - Exhibit A: Estimated Extent of Residual Soil Contamination Plume Above NR 720 RCL Standards, Luetzow Aviation, 1901 E. Layton Avenue, Milwaukee, WI

cc: Travis Peterson - Kapur & Associates, Inc. 7711 N. Port Washington Road, Milwaukee
WI 53217
SER Case File #: 03-41-552248

DEED 1724 REC 349

This indenture, Made this 24 day of April, A. D., 1941,
between Veronica M. Watry, of the Town of Lake, Milwaukee County, Wisconsin,

party of the first part, and

Milwaukee County, a municipal body corporate,

~~XXXXXX~~ duly organized and existing under and by virtue of the laws of the State of Wisconsin, located at Milwaukee County, Wisconsin, party of the second part.

Witnesseth, That the said party of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations,

to her in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has she given, granted, bargained, sold, remise, released, aliened conveyed and confirmed, and by these presents do she give, grant, bargain, sell, remise, release, alien, convey and confirm unto the said party of the second part, its successors and assigns forever, the following described real estate, situated in the County of Milwaukee and State of Wisconsin, to-wit:

Parcel A. The north seventeen and ninety-six hundredths (17.96) acres of the south forty-one and thirty-six hundredths (41.36) acres of the west one-half (1/2) of the northwest one-quarter of section twenty-eight, township six north, range twenty-two east (N.W. 1/4, Sec. 28, town 6 north, range 22 east) excepting therefrom the south three (3) acres and the north four (4) acres of said north 17.96 acres, containing ten and ninety-six hundredths (10.96) acres of land.

Parcel B. The south four and eighty-six hundredths (4.86) acres of the south forty-one and thirty-six hundredths (41.36) acres of the west one-half (1/2) of the northwest one-quarter of section twenty-eight, town six north, range twenty-two east (N.W. 1/4, Sec. 28, Town 6 North, range 22 East).

Parcel C. The north twenty-two and eighty-two one hundredths (22.82) acres of the southwest 1/4 of section 28, town 6 north, range 22 east, more particularly described as follows: Commencing at the northwest corner of said 1/4 section running thence east on and along the north line of said 1/4 section twenty-six hundred seventy-two and nineteen hundredths (2672.19) feet to the northeast corner of said 1/4 section thence south along the east line of said 1/4 section three hundred seventy-five and ninety-four hundredths (375.94) feet to a point, thence west twenty-six hundred seventy-one and sixty-six hundredths (2671.66) feet to a point in the west line of said 1/4 section, thence north on and along the west line of said 1/4 section three hundred seventy-eight and forty-two hundredths (378.42) feet to the point of beginning, containing twenty-two and eighty-two hundredths (22.82) acres of land.

This deed is given in fulfillment of a land contract between Milwaukee County and Theodore Watry and Veronica M. Watry, dated November 16, 1937.

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 the said party of the first part, 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 the said party of the second part, and to its successors and assigns FOREVER.

And the said Veronica M. Watry

for herself, her heirs, executors and administrators, do she covenant, grant, bargain and agree to and with the said party of the second part, its successors and assigns, that at the time of the enrolling and delivery of these presents she is well seized of the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear from all incumbrances whatever.

and that the above bargained premises in the quiet and peaceable possession of the said party of the second

LUETZOW HANGAR
-NORTHEAST HANGAR AREA

A parcel of land in the Northwest One Quarter of Section 27 in Township 6, range 22 east, city of Milwaukee, Milwaukee County, Wisconsin bounded and described as follows:

Commencing at the Northwest corner of the Northwest One-Quarter of Section 27, T6N, R22E which has Wisconsin State Plane Coordinates 356,722.48 N., 2,564,887.68 E., proceeding thence N 00d 58' 17" W and along the W. line of said Section 1276.15 feet to coordinate point 355,446.51 N., 2,564,909.31 E., thence N 89d 01' 43" E ., 810.04 feet to coordinate point 355,460.24 N., 2,565,719.24 E., which is the point of beginning of the land to be described, continuing thence S 84d 30' 47" E., 100.00 feet to coordinate point 355,450.68 N., 2,565,818.78 E., thence N 05d 29' 13" E., 135.00 feet to coordinate point 355,585.06 N., 2,565,813.69 E., thence N 84d 30' 47" W., 100.00 feet to coordinate point 355,594.63 N., 2,565,732.15 E., thence S 05d 29' 13" W., 135.00 feet to the point of beginning, containing 13,500 square feet of land more or less, including 12,073 square feet of building space.



LEASE AGREEMENT

Between

MILWAUKEE COUNTY

And

LUETZOW AVIATION, INC.

COUNTY DEPARTMENT OF PARKS AND PUBLIC INFRASTRUCTURE
AIRPORT DIVISION

General Mitchell International Airport
Milwaukee, Wisconsin

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GENERAL MITCHELL INTERNATIONAL AIRPORT

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THIS LEASE AGREEMENT ("Agreement"), made and entered into this 11th day August, 2005, effective as of October 1, 2005, by and between MILWAUKEE COUNTY, a municipal corporation in the State of Wisconsin (hereinafter called "Lessor" or "County"), and LUETZOW AVIATION, INC. a Wisconsin corporation whose principal officer is located at 1105 Davis Avenue, South Milwaukee, Wisconsin 53172 (hereinafter called "Lessee").

W I T N E S S E T H :

THAT, for the considerations hereinafter set forth, the mutual covenants herein contained, and the rentals and fees to be paid to Lessor by Lessee as hereinafter stipulated, it is mutually understood and agreed between the parties hereto as follows:

1. DESCRIPTION OF LEASED PREMISES

Lessor hereby leases, demises, and lets unto Lessee, and Lessee hereby hires and takes from Lessor, certain lands situated on the premises of General Mitchell International Airport, more specifically described as Lot 2 and the south 35 feet of Lot 3 of Block 2 in the Northeast Hangar Area, comprising approximately 13,500 square feet of land, together with the right of ingress thereto and egress therefrom, all as shown on the illustration marked Exhibit "A" hereto attached and made part hereof, all of which is hereafter referred to as the "Leased Premises."

2. TERM OF AGREEMENT

Subject to earlier termination as hereinafter provided, this

Agreement shall be for a term of five (5) years, commencing on October 1, 2005, provided, however, that Lessee shall have the right to renew this Agreement for one (1) additional term of five (5) years upon the same terms and conditions; provided that such option to renew shall be exercised in writing to Lessor not less than sixty (60) days prior to the expiration of said Agreement or renewal term thereof.

3. USE OF PREMISES

- A. Except as may be otherwise specifically authorized or limited hereinafter, Lessee shall use the Leased Premises to operate and maintain for its use an aircraft hangar, together with necessary appurtenant facilities, for the purpose of storing, servicing, and performing minor maintenance on aircraft owned, leased, rented, or operated, by and for the exclusive use of Lessee, but in no event for commercial use or for hire.
- B. The rights identified in this Agreement shall extend only to the aircraft identified by Lessee under the provisions of Paragraph 3. D. hereof. The storage of any other aircraft in said hangar or the use of said hangar for purposes other than that use specifically contemplated in this Agreement is prohibited without the prior consent of the Airport Director. The Airport Director shall have the right to order the immediate removal from said hangar of any unauthorized aircraft, equipment, materials, or supplies stored therein. Violation by Lessee of the provisions of this Paragraph 3 shall be cause for termination of this Agreement.
- C. No outside tiedown of aircraft is permitted within said

leased area.

- D. This Agreement will not be enforceable by Lessee until Lessor is in receipt of the following information in the form and detail satisfactory to the Airport Director:
- (1) The model, make, serial number, and "N" number of the aircraft which will be stored in the hangar leased hereunder.
 - (2) The name or names of the person or persons, or the name of the company, under which the aircraft to be stored in said hangar is licensed or registered with the Federal Aviation Administration or the State of Wisconsin or both, as the case may be.
 - (3) In the event said aircraft is rented or leased from another party or parties for the private use by Lessee, then Lessee shall furnish to the Airport Director a written statement containing, but not limited to, the identity of the owner and the name or names of the Lessee or Lessees of said aircraft, or any additional information as may be requested by the Airport Director from time to time.
 - (4) In the event that there is any subsequent change in the above described ownership, registration, lease, or rental agreement during the term of this lease involving in any way the aircraft stored in said hangar, Lessee shall immediately report such changes in writing to said Airport Director in the same detail as required in this Paragraph 3, subject to any additional information or requirements as said Director may request or impose.
 - (5) The storage of any other aircraft in said hangar or the use of said hangar for purposes other than that

use specifically contemplated in this Agreement is prohibited without the prior consent of the Airport Director. Said Director shall have the right to order the immediate removal from said hangar of any unauthorized aircraft, equipment, materials, or supplies stored therein. Violation by Lessee of the provisions of this paragraph shall be cause for the termination of this Agreement.

4. NONEXCLUSIVE USE

This Agreement shall not be construed in any manner to grant Lessee or those claiming under it the exclusive right to the use of the premises and facilities of said Airport other than those premises leased exclusively to Lessee hereunder. Lessor reserves and retains the right for the use of the Airport by others who may desire to use the same pursuant to applicable laws, ordinances, codes, and rules and regulations pertaining to such use.

5. RENTAL

- A. Commencing October 1, 2005 and ending June 30, 2006 Lessee agrees to pay Lessor an annual ground rent of Twenty-one and 39/100 Cents (21.39¢) per square foot per annum for the 13,500 square feet of land described herein, which amounts to an annual rental of Two Thousand Eight Hundred Eighty-seven and 65/100 Dollars (\$2,887.65) or Two Thousand One Hundred Sixty-five and 74/100 (\$2,165.74) for the nine (9) month period October 1, 2005 to June 30, 2006.
- B. Commencing on July 1, 2006, and each July 1 thereafter, said rental shall be adjusted by Lessor based on the

percentage increase or decrease in the January Consumer Price Index (All Urban Consumers) for the Milwaukee area, as published by the U.S. Department of Labor, Bureau of Labor Statistics, or the generally accepted national replacement or successor index, as readjusted to the base month and computed by comparison of the January index with the index of the preceding January.

- C. Rentals shall be paid annually in advance on or before July 1st of each year. All remittances shall be made payable to the County of Milwaukee at General Mitchell International Airport, Box #78979, Milwaukee, Wisconsin 53278-0979.
- D. Interest. Unless waived by the County Board of Supervisors, Lessee shall be responsible for payment of interest on amounts not remitted in accordance with the terms of the Agreement with Milwaukee County. The rate of interest shall be the statutory rate in effect for delinquent County property taxes (presently 1% per month or fraction of a month) as described in Subsection 74.47(1), Wis. Stats. The obligation for payment and calculation thereof shall commence upon the day following the due dates established herein.
- E. Penalty. In addition to the interest described above, Lessee may be responsible for payment of penalty on amounts not remitted in accordance with the terms of the Agreement with Milwaukee County, as may be determined by the administrator of this Agreement, or his designee. Said penalty shall be the statutory rate in effect for delinquent County property taxes (presently .5% per month, or fraction of a month) as described in Milwaukee County Ordinance Subsection 6.06(1) and Subsection 74.47(2), Wis. Stats. The obligation for payment and calculation thereof

shall commence upon the day following the due dates established herein.

F. Nonexclusivity. This provision permitting collection of interest and penalty by Milwaukee County on delinquent payments is not to be considered Milwaukee County's exclusive remedy for Lessee's default or breach with respect to delinquent payment. The exercise of this remedy is not a waiver by Milwaukee County of any other remedy permitted under the Agreement, including but not limited to termination of this Agreement.

6. INGRESS AND EGRESS

Subject to rules and regulations governing the operation, use, and control of General Mitchell International Airport, and subject further at all times to the Airport Director's approval and control, Lessee shall at all times have ingress to and egress from the Leased Premises over Lessor-provided facilities and the further right of ingress to and egress from the landing area over existing taxiways for aircraft owned, leased, rented, or operated by Lessee. Such taxiways shall be used in common with other Airport tenants and others authorized to use the airfield facilities, and Lessee shall in no way obstruct or in any manner interfere with the rights and privileges granted and accorded such other users by Lessor.

7. TEMPORARY USE OF PREMISES FOR STORAGE

In the event that Federal regulations temporarily prohibit the use of the landing area on the Airport by privately owned airplanes of types similar to Lessee's airplanes, Lessee may at its option use its hangar on the hereinabove Leased Premises for

general storage purposes, but such permitted use shall terminate at once upon the cessation of such prohibitory Federal regulations.

8. FUEL AND OIL FACILITIES

Lessee shall have the option to install and utilize aviation fuel and oil storage and dispensing facilities in its leasehold areas or install additional or replacement aviation fuels and oil storage and dispensing facilities to serve its requirements only, at such location on the Airport as shall be approved by Lessor's Airport Director, and in the event that such option is exercised, Lessee agrees that it shall comply with the conditions and requirements hereinafter set forth, to wit:

- A. Lessee shall adopt every reasonable safeguard and precaution in the storing and handling of aviation fuels and oil and will abide by all applicable Federal, State and local codes and regulations, and Airport rules and regulations, governing the installation of said facilities and the handling and storing of said products. Storage of aviation fuels will be permitted in underground tanks only. Trucks or other types of mobile units may be used, if necessary, for transporting aviation fuels from such underground tanks to Lessee's planes for the servicing thereof.
- B. Lessee shall maintain an accurate record of all deliveries of aviation fuels and oil to it on the premises of the Airport, which record shall be subject to examination and audit at the pleasure of the Lessor at reasonable hours.
- C. On or before the 10th day of the calendar month next succeeding the month during which such aviation fuels and oil were so delivered, Lessee shall file with Lessor's

Airport Director a report evidencing the total number of gallons of aviation fuels and oil delivered to it during the month. Each such report shall be accompanied, at the election of Lessee, by either true and correct copies of all vendor's invoices covering deliveries of aviation fuels and oil to it, or in lieu thereof, true and correct copies of vendor's delivery tickets covering all such deliveries, showing the complete information as to name and address of vendor, date of delivery, and kind and quantity of product delivered and excluding only, if desired by Lessee, information as to unit price and total amount charged by the vendor to said Lessee, said delivery tickets to be certified by Lessee. All such monthly reports, invoices and/or certified delivery tickets shall be retained by the Lessor for its own records.

- D. Lessee shall pay to Lessor such gallonage fees for oil and aviation fuels as shall from time to time be fixed by County ordinance, the present rates being Five (5) Cents per gallon of aviation fuels delivered and Six (6) Cents per gallon of oil delivered to Lessee. Said payment shall be based on Lessee's monthly reports as provided for in subsection C. of this Paragraph 8 and shall be made by Lessee to the County of Milwaukee, General Mitchell International Airport, Box 78979, Milwaukee, Wisconsin 53278-0979, on or before the tenth day of the calendar month next succeeding the month in which said aviation fuels and oil were delivered to Lessee.
- E. Lessee agrees that it shall not sell or furnish aviation fuels and oil to others, it being expressly understood that the permission granted herein is intended to authorize the storage of said products for use in airplanes owned,

leased, rented or operated exclusively by or for Lessee.

- F. Lessee further agrees that in the event of the abandonment of said underground tanks, pipes and dispensing equipment at any time by Lessee, it shall at its own expense provide for the removal thereof, fill in excavations and restore the ground surface to its condition prior to such removal.
- G. Lessee is responsible for and agrees to immediately comply with all Federal, State and local laws regarding the use, maintenance and monitoring of underground storage tanks, and will correct any deficiencies which presently may exist.

9. LANDSCAPING

Lessee shall provide at its own cost and expense for landscaping said Leased Premises. Lessee shall maintain the Leased Premises at all times in a safe, neat and sightly condition, and shall not permit the accumulation of exposed trash, ashes, debris or junk on said Leased Premises. Lessee shall at its own cost and expense provide for the removal of all trash, ashes, debris and junk from the Leased Premises to a disposal site off the premises of the Airport.

10. OTHER BUSINESS OR ACTIVITIES

Lessee shall not at any time engage in any business or activity on the Leased Premises or anywhere upon the premises of General Mitchell International Airport other than those activities specifically authorized and contemplated under the terms of this Agreement without first securing written authorization from Lessor's County Board of Supervisors.

11. OBLIGATIONS OF LESSEE

A. Repairs and Maintenance

Lessee shall provide at its own cost and expense for the repairs and maintenance of said Leased Premises. Lessee shall be responsible, at its cost, wholly and totally and without expense to Lessor, for the repair and upkeep of its hangar and all other improvements thereon, including all structural elements of said hangar, ordinary wear and tear excepted, to the reasonable satisfaction of Lessor's Airport Director. Lessor shall give Lessee thirty (30) days advance written notice to correct or cure the repair or upkeep of said Leased Premises, hangar structure or improvements. It is expressly agreed by the parties hereto that if said Leased Premises and improvements thereon shall not be so kept or cured by Lessee, Lessor may enter upon the Leased Premises or improvements thereon, after reasonable notice to Lessee (without such entering causing or constituting a termination of this Agreement or interference with the possession of said premises by Lessee) and do all things necessary to restore the Leased Premises or improvements thereon to the condition herein required, charging the cost and expense thereof to Lessee, and Lessee agrees to pay Lessor all such costs and expenses in addition to the rentals, fees, and charges provided herein. Lessee shall be responsible at its cost for mowing, weed control, and snow plowing or removal within the confines of said Leased Premises.

B. Utility Services

Lessee shall and will pay promptly to the respective utility companies or Milwaukee County as may be required for metered gas, electric, and water services, including

sewer charges, and telephone services, when and as due bills are presented to it.

C. Taxes, Licenses, and Permits

Lessee shall pay all personal property taxes which may be assessed against its equipment, merchandise, or other personal property located on said Leased Premises or other permitted portions of the Airport and such real estate taxes or assessments as may be levied against improvements owned by Lessee and erected on Lessor-owned land. Lessee shall obtain and pay for all licenses, permits, fees, or other similar authorizations or charges required under Federal, State, or local laws and regulations insofar as they are necessary to comply with the requirements of this Agreement and the privileges extended hereunder.

D. Compliance with Laws, Ordinances, Codes, and Other Regulatory Measures

Lessee shall comply with, at all times, and at no time permit at or on the Airport premises any violation of, the pertinent codes, laws, and regulations of the United States of America, the State of Wisconsin, County and City of Milwaukee and all applicable codes, regulations, and ordinances of same, and the rules and regulations governing the operation of General Mitchell International Airport as they currently exist or as they may be amended from time to time.

E. Hazard Lighting

Lessee shall provide and maintain hazard lights on the hangar structure at its highest point if required by Lessor. Said lights shall comply with the specifications and standards established by the Federal Aviation Administration or its successor government agency delegated with such functional authority.

F. Signs, Poles, Antennas, Etc.

Lessee shall be allowed to erect suitable identification signs, illuminated or non-illuminated, the form, type, size, and method of installation of such signs to be subject to prior approval of Lessor's Airport Director. Lessee shall not erect any poles, wires, floodlights, or other outside lighting, antennas, or other fixtures on the Leased Premises without the prior written consent of Lessor's Airport Director.

G. Assignment and Subletting

- (1) Lessee shall not assign this Agreement in whole or in part without the prior written consent of Lessor evidenced by resolution that has been fully adopted in all respects by its Board of Supervisors. Unless otherwise agreed, no assignment shall be approved unless Lessee shall remain liable to Lessor for the payment of rentals, fees, and charges provided herein or as may have been renegotiated as well as all other terms, conditions, responsibilities, liabilities, or warranties and representations so recited herein, in the event the assignee shall not have made such payments or fulfilled such responsibilities or conditions in the time and manner provided herein. Further no request for or consent to an assignment shall be considered unless Lessee shall have first paid all rentals, fees, and charges which have accrued in favor of Lessor to the date of assignment and Lessee shall have otherwise met all other legal obligations to be kept, performed, and observed by it under the terms and conditions of this Agreement.
- (2) Lessee shall not sublease any portion of the Leased

Premises or improvements thereon.

H. Additional Improvements

Lessee shall not construct or place any additional improvements or structures upon the Leased Premises without the written approval of the Lessor through Lessor's Airport Director.

12. EMINENT DOMAIN

- A. In the event that the United States of America or the State of Wisconsin shall acquire title to General Mitchell International Airport or that portion thereof leased to Lessee, by exercise of eminent domain or any other power, Lessee shall have no right of recovery whatsoever against Lessor but shall make its claim for compensation solely against the United States of America or the State of Wisconsin, as the case may be.
- B. If Lessor at any time during the term of this Agreement shall determine by resolution of its County Board that it needs the use of the land hereinabove described for whatever purpose, including but not limited to relocation or extension of any of the facilities of the Airport, or if it shall determine by resolution of its said County Board that termination of this Agreement or any renewal thereof is, in good faith, necessary to secure Federal financial aid for the development and promotion of aeronautical operations thereon, Lessor shall have the right to terminate this Agreement upon one hundred twenty (120) days' advance written notice to Lessee. Upon early termination of this Agreement for any of the reasons stated in this Subparagraph B., Lessee shall be entitled as its sole compensation to the reasonable value of its leasehold

interest computed and/or appraised at its present value upon termination. Lessor and Lessee shall select a mutually agreeable appraiser to determine the present value of said remaining leasehold interest, and said determination to reflect any contingency for hazardous materials abatement required for the improvements. Lessor shall remit said compensation to Lessee within sixty (60) days of the appraiser's determination and calculation. Title of Lessee to the hangar upon the Leased Premises as of the date of such compensation shall immediately vest in Lessor without further proceedings or conveyance.

13. OBLIGATIONS OF LESSOR

Lessor shall keep and maintain the Airport and its appurtenances, including lighting, runways, taxiways, and roadways, in such condition during the term of this Agreement as will permit the safe landing and taking off of aircraft using the Airport; provided that in the event of snow storms, Lessor shall have a reasonable time within which to clear the several Airport runways, taxiways, and roadways, it being understood that priority shall be given to the public terminal access roadways and to runways, taxiways, and terminal apron areas used by the commercial airlines operating on the Airport.

14. RIGHTS AND PRIVILEGES OF LESSOR

The following rights and privileges are expressly reserved to Lessor:

- A. The right to further develop or improve the landing area and other portions of the Airport provided it does not unreasonably hinder Lessee's use of the airfield, the area

herein leased, and the means of access thereto as herein contemplated.

- B. Lessor, while it is the owner and operator of the Airport, shall maintain and keep in repair the landing area of the Airport and all publicly owned facilities thereon. If Lessor shall voluntarily sell the Airport to a third party during the term of this Agreement, it shall and will insert a condition in the deed on conveyance requiring the purchaser to so maintain and keep in repair said landing area during the term of this Agreement.
- C. The right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Lessee from erecting or permitting to be erected any building or other structure on the Airport which, in the opinion of Lessor, would limit the usefulness of the Airport or constitute a hazard to aircraft.
- D. During the time of war or national emergency, Lessor shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use; and, if any such lease is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.
- E. Lessor, its officers, agents, and employees, shall, at any and all reasonable times, have the right to enter upon the Leased Premises hereunder to the extent necessary to protect Lessor's rights and interests, to provide for periodic inspection of the premises for fire protection purposes, and to investigate compliance with the terms of this Agreement.

F. The right to conduct compliance audits to insure that the terms of this Agreement are being met.

15. GOVERNMENTAL FACILITIES

In the event the Federal Government discontinues the provision and operation of air traffic controls, navigational aids, and other Airport facilities which are now or may hereafter be furnished by it, Lessor shall not be required or obligated to furnish such facilities and services after discontinuance thereof by the Federal Government.

16. INDEMNITY AND INSURANCE

A. Lessee agrees to indemnify and save Lessor harmless against and from any and all claims, damages, costs and expenses, arising from the conduct or management of the operation conducted by Lessee in the Leased Premises or from negligent or intentional acts of Lessee, its agents, contractors, servants, employees, invitees, sublessees, in or about the Leased Premises. In case any action or proceeding is brought against Lessor by reason of any such claim, Lessee, upon notice from Lessor, covenants to defend such action or proceedings by counsel reasonably satisfactory to Lessor.

B. Lessee understands and agrees that financial responsibility for such above referenced claims or damages to any person or property, or to Lessee's employees and agents shall rest with the Lessee. Lessee may effect and maintain any appropriate insurance coverages, including but not limited to Workers Compensation, Employers Liability, Aviation General Liability, Aircraft Owners Liability, and

Environmental Impairment Liability Insurance to support such financial obligations. This indemnification obligation, however, shall not be reduced in any way by existence or non-existence, limitations, amount or type of damages, compensation or benefits payable under any insurance provisions.

- C. In the event Lessee has vehicular access to the Airport Operation Area, defined as that portion of the Airport designed and used for landing, taking off, or surface maneuvering of airplanes, Lessee shall maintain Automobile Liability Insurance in the amount of \$500,000 CSL minimum. Lessee will provide a copy of the Certificate of Insurance for Automobile Liability for review prior to approval of the lease. Lessee shall provide copies of Certificates of Insurance of any other Liability or Workers Compensation Insurance carried by Lessee.
- D. During the term of the lease and upon request of Lessor's Airport Director or Lessor's Director of Risk Management and Insurance, Lessee will provide copies of Certificates of Insurance of other Liability and Workers Compensation Insurance carried by the Lessee.

17. ENVIRONMENTAL IMPAIRMENT AND HAZARDOUS MATERIAL FINANCIAL AND LEGAL RESPONSIBILITY

A. Definitions

- (1) "Hazardous Material" means any substance: (i) the presence of which requires investigation or remediation under any Federal, State or local statute, regulation, ordinance, order, action or policy; or (ii) which is or becomes defined as a "hazardous waste" or "hazardous substance" under any Federal,

State or local statute, regulation or ordinance or amendments thereto, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. section 9601 et seq.), and/or the Resource Conservation and Recovery Act (42 U.S.C. Section 6901, et seq.); or (iii) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, the State of Wisconsin, or any political subdivision thereof; or (iv) the presence of which on the Leased Premises under this Agreement or other property owned or leased by Lessor causes or threatens to cause a nuisance upon the Leased Premises or poses or threatens to pose a hazard to the Leased Premises or to the health or safety of persons on or about the Leased Premises; or (v) which contains gasoline, diesel fuel or other petroleum hydrocarbons; or (vi) which contains polychlorinated biphenols (PCBs), asbestos or urea formaldehyde foam insulation.

(2) "Environmental Requirements" means all applicable past, present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, concessions, franchises and similar items of all governmental agencies, departments, commissions, boards, bureaus or instrumentalities of the United States, the State of Wisconsin and political subdivisions thereof and all applicable judicial and administrative and regulatory

decrees, judgments and orders relating to the protection of human health or the environment, including, without limitation: (i) all requirements, including, but not limited to, those pertaining to reporting, licensing, permitting, investigation and remediation of emissions, discharges, releases or threatened releases of Hazardous Materials, chemical substances, pollutants, contaminants or hazardous or toxic substances, materials, or wastes, whether solid, liquid or gaseous in nature; and (ii) all requirements pertaining to the protection of the health and safety of employees or the public.

- (3) "Environmental Damages" means all claims, judgments, damages, losses, penalties, fines, liabilities (including strict liability), fees and expenses of defense of any claim and of any settlement or judgment, including without limitation attorneys' fees and consultants' fees, any of which are incurred at any time as a result of the existence of Hazardous Material upon, about, or beneath the Leased Premises or migrating or threatening to migrate to or from the Leased Premises, or the existence of a violation of Environmental Requirements pertaining to the Leased Premises including without limitation: (i) damages for personal injury, or injury to property or natural resources occurring upon or off the Leased Premises, foreseeable or unforeseeable, including without limitation, lost profits, consequential damages, interest and penalties, including, but not limited to, claims brought on behalf of employees of Lessee or Lessor; (ii) diminution in the value of the Leased

Premises, and damages for the loss of or restriction on the use of or adverse impact on the marketing of rentable or usable space or of any amenity of the Leased Premises; (iii) fees incurred for the services of attorneys, consultants, contractors, experts, laboratories and all other fees incurred in connection with the investigation or remediation of such Hazardous Materials or violation of Environmental Requirements, including, but not limited to, the preparation of any feasibility studies or reports or the performance of any cleanup, remedial, removal, containment, restoration or monitoring work required by any Federal, State or local governmental agency or political subdivision, or reasonably necessary to make full economic use of the Leased Premises or otherwise expended in connection with such conditions; (iv) liability to any third person or governmental agency to indemnify such person or agency for fees expended in connection with the items referenced in this Subparagraph.

B. Representations and Warranties

- (1) With the exception of any prior activities of any previous lessee, or current lessee, involving Hazardous Materials or to the extent such activities have caused Environmental Damages, Lessor hereby represents to Lessee that, to the best of its knowledge, as of the date hereof, the Leased Premises are free of any adverse environmental conditions and that there are no Hazardous Materials upon, or beneath the Leased Premises.
- (2) Lessor represents and warrants that it has all permits

and licenses required to be issued to it by any governmental authority on account of any and all of its activities on the Leased Premises and other properties at General Mitchell International Airport, and that it is in full compliance with the terms and conditions of such permits and licenses. No change in the facts or circumstances reported or assumed in the application for or gathering of such permits or licenses exists, and such permits and licenses are in full force and effect.

- (3) Any foregoing representations and all warranties as set forth in this Paragraph 17 shall survive the expiration or termination of this Agreement, the discharge of all other obligations owed by the parties to each other, and any transfer of Lessor's interest in the Leased Premises or other properties adjacent thereto (whether by sale, foreclosure, deed in lieu of foreclosure or otherwise), except as to such representations and warranties as may be affected by any investigation by or on behalf of either party, or by any information which either party may have or obtain with respect thereto.

C. Financial and Legal Responsibility of Lessor and Lessee

(1) Lessor's Financial and Legal Responsibility

- (a) Except for prior activities of Lessee with regard to the Leased Premises which created or could have created Environmental Damage, Lessor shall, subject to any claim it may have against any other party, bear financial responsibility and legal liability for any and all Environmental Damages arising from the presence of Hazardous

Materials upon or beneath the Leased Premises which are caused by Lessor or which migrate thereto from any source, or arising in any manner whatsoever out of the violation of any Environmental Requirements applicable to and enforceable against Lessor, which pertain to the Leased Premises and activities thereon, during the term of the Agreement.

(b) Without limiting the generality of the foregoing, this responsibility provided by this subparagraph shall also specifically cover costs incurred in connection with:

(i) Except as identified in Paragraph 17.B. (1), those Hazardous Materials present or reasonably suspected to be present in the soil, groundwater or soil vapor on or under the Leased Premises prior to Lessee's initial and continuous occupancy of same; or

(ii) Hazardous Materials that migrate, flow, percolate, diffuse, or in any way move onto the Leased Premises, including by way of discharge, dumping, or spilling, accidental or otherwise, either before or during the term of this Agreement, as a result of Lessor's, its agent's, employee's, lessee's (except Lessee), and predecessors in interest's, invitee's, successor's and assign's intentional or negligent acts, omissions or willful misconduct.

(c) In no event will Lessor bear financial responsibility or legal liability for Hazardous

Materials present or Environmental Damage that is the result of any wrongful, intentional, or negligent act or omission, willful misconduct, direct or indirect acts of Lessee or its agents, representatives, employees, contractors, subcontractors or invitees.

- (2) Lessee's Financial and Legal Responsibility
 - (a) Lessee shall bear financial responsibility and legal liability for any and all Environmental Damages arising from the presence of Hazardous Materials upon or beneath the Leased Premises, caused by Lessee, its agents, employees, or invitees, or arising in any other manner whatsoever out of the violation of any Environmental Requirements applicable to and enforceable against Lessee, which pertain to the Leased Premises and activities thereon, during the term of the Agreement.
 - (b) Without limiting the generality of the foregoing, this responsibility provided by this subparagraph shall also specifically cover costs incurred in connection with:
 - (i) Those Hazardous Materials present or reasonably suspected to be present in the soil, groundwater or soil vapor on or under the Leased Premises after Lessee's initial and continuous occupancy of same; or
 - (ii) Hazardous Materials that migrate, flow, percolate, diffuse, or in any way move from the Leased Premises to other areas within or adjacent to the Airport, including by way of

discharge, dumping, or spilling, accidental or otherwise, during the term of this Agreement, as a result of Lessee's, its agent's, employee's, in interest's, invitee's, successor's and assign's intentional or negligent acts, omissions or willful misconduct.

- (c) In no event will Lessee bear financial responsibility or legal liability for Hazardous Materials present or Environmental Damage that is the result of any wrongful, intentional, or negligent act or omission, willful misconduct, direct or indirect acts of Lessor or its agents, representatives, employees, contractors, subcontractors or invitees.
- (3) Such financial responsibility shall include, but not be limited to, the burden and expense of defending all suits and administrative proceedings and conducting all negotiations of any description, and paying and discharging, when and as the same become due, any and all judgments, penalties or other sums due against Lessee or Lessor and its partners and their respective directors, officers, shareholders, employees, legal successors, assigns, agents, contractors, subcontractors, experts, licensees and invites, and obligation to remediate as further described in Subparagraph D.

Such financial responsibility shall survive the expiration or termination of this Agreement, the discharge of all other obligations owed by the parties to each other, and any transfer of title to the Leased

Premises or other properties adjacent thereto (whether by sale, foreclosure, deed in lieu of foreclosure or otherwise).

D. Obligation to Remediate

- (1) Subject to and as a result of Paragraph C., Lessor shall at its sole cost and expense, promptly take all actions required by any Federal, State, or local governmental agency or political subdivision or actions reasonably necessary to mitigate Environmental Damages or to allow full economic use of the Leased Premises consistent with the terms of this Agreement, arising from the presence upon, or beneath the Leased Premises, or other properties adjacent thereto subject to the jurisdiction of the Lessor, of a Hazardous Material or by failure to comply with Environmental Requirements, which were caused by Lessor, its agents, employees, lessees (except Lessee), predecessors in interest, contractors, invitees, successors, and assigns, except to the extent caused by the Lessee, and/or its directors, officers, shareholders, employees, agents, contractors, subcontractors, experts, licensees and invites. This obligation to remediate shall include the offsite migration of Hazardous Materials onto the Leased Premises regardless of the cause, unless caused by Lessee. Lessor, in its performance of the above-described obligations, shall not unreasonably disrupt Lessee's operations.
- (2) To the extent caused by the Lessee and/or its directors, officers, shareholders, employees, agents, contractors, subcontractors, experts, licensees and

invites, Lessee shall at its sole cost and expense, promptly take all actions required by any Federal, State, or local governmental agency or political subdivision or actions reasonably necessary to mitigate Environmental Damages or to allow full economic use of the Leased Premises or other areas within the Airport or adjacent thereto consistent with the terms of this Agreement, arising from the presence upon, or beneath the Leased Premises, of a Hazardous Material or by failure to comply with Environmental Requirements, and Lessee shall promptly pay any fines, forfeiture or penalties occasioned thereby. This obligation to remediate shall include the offsite migration of Hazardous Materials onto other areas within the Airport or that are otherwise subject to the jurisdiction of Lessor, which are caused by Lessee.

- (3) Such actions shall include, but not be limited to, the investigation of the environmental condition of the Leased Premises and any such adjacent properties subject to the jurisdiction of the Lessor, the preparation of any feasibility studies, reports or remedial plans, and the performance of any cleanup, remediation, containment, monitoring or restoration work, whether on or off said properties. Lessor or Lessee, as the case may be, shall take all reasonable actions necessary to restore the Leased Premises to the condition existing prior to the introduction of Hazardous Material upon, or beneath the Leased Premises or such adjacent properties subject to the jurisdiction of the Lessor, notwithstanding any lesser

standard or remediation allowable under applicable law or governmental practice or policies.

E. Lessee's Obligations and Requirements

- (1) Lessee hereby agrees and intends that it will likewise comply with and be bound to Lessor by the same obligations and requirements by which Lessor is bound to Lessee as described in Paragraphs 17.A. through D. as if fully set forth herein. It is the intention of the Lessor and Lessee to impose reciprocal duties, obligations, responsibility and requirements upon each other and accept same regarding financial and legal responsibility for Hazardous Materials, Environment Impairment and Damage except as otherwise provided herein.
- (2) Ninety (90) days prior to the termination of this Agreement for any reason, whether by Lapse of Time or otherwise, Lessee shall, at its sole cost and expense, provide a Phase I and/or Phase II (if required by Lessor), Environmental Site Assessment (ESA) or its equivalent performed by a mutually agreed upon and acceptable consultant. In the event said ESA indicates a condition that is violative of any of the terms, conditions or covenants of this paragraph, Lessee shall have the Obligation to Remediate as further described herein.

F. Notification

If either Lessee or Lessor shall become aware of or receive notice or other communication concerning any actual, alleged, suspected or threatened violation of Environmental Requirements, or liability of Lessor or Lessee for Environmental Damages in connection with the Leased

Premises or adjacent properties, or past or present activities of any person thereon, including, but not limited to, notice or other communication concerning any actual or threatened investigation, inquiry, lawsuit, claim, citation, directive, summons, proceeding, complaint, notice, order, writ, or injunction relating to same, then Lessor or Lessee shall deliver to the other party, within thirty (30) days of the receipt of such notice or communication, written notice of said violation, liability, or actual or threatened event or condition, together with copies of any documents evidencing same. Receipt of such notice shall not be deemed to create any obligation on the part of either party to defend or otherwise respond to any such notification.

- G. Lessee shall submit Hazard Communication Standard 29 CFR 1910.1200 Material Safety Data Sheet on each chemical substance present to the General Mitchell International Airport Fire Department.

18. LIABILITY FOR THEFT AND DAMAGE

Lessee shall and does assume full responsibility for any and all aircraft owned, leased, or operated by Lessee which may be stored, parked or tied down on any portion of the Leased Premises against any damage whatsoever, including loss by theft of either aircraft or contents.

19. NOISE ABATEMENT

- A. Lessor and Lessee agree that Lessor does not, in any manner, either expressly or impliedly, covenant or represent that the Leased Premises may be used free from

any noise restrictions that may now or hereafter be in force with regard thereto and that Lessee shall bear sole responsibility for the extent of noise created by its use of the Leased Premises.

- B. Lessee shall abide with all standards established for engine run-up and noise abatement rules, regulations and procedures as specifically set forth by Federal regulation, Milwaukee County Ordinance, and/or Airport policies lawfully developed for aircraft operations at the Airport, provided Lessee shall have an opportunity to participate in the development of such policies.

20. TERMINATION BY LESSOR

Lessor, upon the happening of any of the following events, at its option, may terminate this Agreement by giving thirty (30) days' written notice to Lessee:

- A. If Lessee fails to perform, keep, or observe any of the terms, covenants, or conditions herein contained on the part of Lessee to be performed, kept, or observed, and shall have failed to cure such default within ninety (90) days after receipt of written notice of such default from Lessor. In the event Lessee does not cure such default, the lease is hereby terminated, and, Lessee agrees to pay to Lessor immediately and Lessor accepts one year's rent, or a proportional amount if the remaining term is less than one year, at the then current rental rates, as liquidated damages which shall extinguish any further liability or obligation of Lessee for future rental, Lessor specifically reserving all other rights and remedies for all other claims and damages.
- B. If Lessee shall file a voluntary petition of bankruptcy; or

if involuntary proceedings in bankruptcy be instituted against Lessee and Lessee is thereafter adjudicated a bankrupt pursuant to such proceedings; or if a court shall take jurisdiction of Lessee and its assets pursuant to proceedings brought under the provisions of any Federal reorganization act; or if a receiver of Lessee and its assets be appointed; or if Lessee be divested of the estate herein by operation of law.

- C. Upon termination of said Agreement, Lessee shall, within thirty (30) days of termination, offer to sell to Lessor all improvements on the Leased Premises owned by Lessee and in existence at said termination date. If Lessor declines to purchase said improvements within thirty (30) days from the receipt of such offer, Lessee may, within ninety (90) days after mailing of notice of such refusal, offer to sell said improvements to a second party who has been approved as acceptable by resolution of Lessor's Board of Supervisors, and upon Milwaukee County Board approval, Lessor shall enter into an Agreement with such second party for the lease of land on which said hangar is located at the then current land rental rates or fees.

21. TERMINATION BY LESSEE

This Agreement shall be subject to termination by Lessee upon thirty (30) days written notice to Lessor in the event of the happening of:

- A. The permanent abandonment of the Airport.
- B. The breach by Lessor of any of the terms, covenants, and conditions of the Agreement which substantially interfere with Lessee's use of the Leased Premises and the failure by Lessor to remedy such breach within a period of ninety (90)

days after receipt of written notice from Lessee of the existence of such breach.

- C. The issuance by any court of competent jurisdiction of an injunction substantially preventing or restraining the use of the Airport and the remaining in force of such injunction for at least sixty (60) days.
- D. The assumption by the United States Government or the State of Wisconsin or any authorized agency of either of the operation, control, or use of the Airport and its facilities in such a manner as to substantially restrict Lessee from operating its aircraft and/or using its facilities provided such restriction be continued for a period of three (3) months or more.
- E. In the event Lessor fails to correct said breach, as set forth in Paragraph 21. B., Lessee may:
 - (1) Offer to sell said improvements to another party who has been approved as acceptable by resolution of Lessor's Board of Supervisors. Lessee shall continue to be liable under the terms and conditions of said Agreement until said sale is completed; or
 - (2) Upon thirty (30) days notice to Lessor by Lessee, Lessee may abandon said leasehold interests with no further rental obligation to Lessor hereunder; or
 - (3) Lessee may remove said improvements and shall restore the surface of the Leased Premises to the satisfaction of Lessor's Airport Director. If Lessee fails to comply with this restoration provision, Lessor may make provision for said surface restoration and Lessee shall be liable to Lessor for the expense thereof.
 - (4) Nothing contained herein shall prevent Lessee from exercising any other rights and remedies allowed under

law.

22. TERMINATION BY LAPSE OF TIME

- A. Upon termination of this Agreement by lapse of time, Lessor may require that all improvements shall: (1) be removed from the Leased Premises by Lessee, at its cost, within one hundred eighty (180) days after said termination date and the surface of the Leased Premises shall be restored to the state of unimproved land or the satisfaction of Lessor's Airport Director, roads and aprons excepted. If such removal is not completed within such one hundred eighty (180) day period, all of said improvements then remaining on such leased area may, in the discretion of Lessor, be removed by Lessor and the surface of the leased area restored as aforesaid, and Lessee shall be liable to Lessor for the expense of such removal and surface restoration; or, (2) In the event Lessor elects not to proceed under (1) herein, Lessor may retain such improvements then remaining within such leased area, title to said improvements shall immediately vest in Lessor without compensation to Lessee, said improvements being the absolute property of Lessor, and no building removal or surface restoration will be required. Such title shall be free and clear of all encumbrances created or suffered by Lessee.
- B. At least one hundred eighty (180) days prior to the end of the term of this Agreement, Lessee must give notice to Lessor of Lessee's interest in renewing said Agreement. The parties, through their respective representatives, shall thereafter meet and negotiate the terms and conditions of a renewal Agreement; and if said representatives shall reach Agreement with respect thereto

within sixty (60) days, the details of said Agreement shall be reduced to writing and, if approved, to be signed thereafter by the parties. In the event the parties do not reach Agreement within said sixty (60) days, Lessor shall notify Lessee that the Agreement will terminate at the end of the term and the provisions as they pertain to the ownership or removal of the hangar as delineated in subsection A. of this Paragraph 22 shall apply.

- C. During the One Hundred Eighty (180) day removal period as delineated in subparagraph A. of this Paragraph 22, all terms and conditions of this Agreement shall continue to apply.

23. SALE OF HANGAR

If, within the term of this Agreement, Lessee should desire to sell the hangar located on the premises, the applicable conditions of Paragraph 11.G. as it pertains to the assignment of the Lease shall prevail. Additionally, in the event that Lessee sells the hangar to a new owner, it is acknowledged and accepted by Lessee that Lessor will not be obligated to extend the lease term to the new Lessee beyond the lease term established in this Agreement.

24. RESTORATION OF DAMAGED PREMISES

- A. In the event of damage to the buildings or other improvements on the lands leased hereunder by fire, windstorm, flood, explosion, or other cause, and said buildings and improvements are capable of being repaired, Lessee shall, within one hundred eighty (180) days from the date of such damage, repair and rehabilitate said building

and improvements to the approximate condition that existed prior to such damage.

- B. If said building and improvements are damaged to such extent that they are not capable of being repaired and Lessee elects not to rebuild them, Lessee shall immediately pay Lessor a sum of money equivalent to the then current one-year annual rental; and Lessor accepts same as liquidated damages. This shall extinguish any further liability or obligation of Lessee for further rentals only and Lessor reserves all other rights and remedies for all other claims and damages, and thereafter Lessee, at its own cost, shall remove the remains of said building and improvements from the Leased Premises as hereinabove provided in Paragraph 22.A.(1).

25. WAIVERS

- A. The acceptance of rentals and fees by Lessor for any period or periods after a default of any of the terms, covenants, and conditions herein contained to be performed, kept, and observed by Lessee shall not be deemed a waiver of any rights on the part of Lessor to cancel this Agreement for failure by Lessee to so perform, keep, or observe any of the terms, covenants, or conditions hereof to be performed, kept, and observed by it.
- B. No waiver by Lessor of any of the terms of this Agreement to be kept, performed, and observed by Lessee shall be construed to be or act as a waiver by Lessor of any subsequent default on the part of Lessee.

26. SECURITY

Lessee covenants and agrees that it will at all times maintain the integrity of the Airport Security Plan and comply with all laws, statutes, rules, regulations and orders, including Federal Rules 49 CFR 1542, promulgated by any federal, state or local agency, authority, or officer, including the Federal Aviation Administration, the Federal Transportation Security Administration and the US Department of Justice. Lessee, its employees, agents or contractors are expressly required at all times to comply, at Lessee's or its employees' own expense, with all laws, statutes, rules, regulations and orders, including Federal Rules 49 CFR 1542, promulgated by an federal, state or local agency, authority, or officer, including the Federal Aviation Administration, the Federal Transportation Security Administration and the US Department of Justice. Should a penalty be imposed on Lessor for an incident involving Lessee's breach of security, Lessee agrees to reimburse Lessor for any and all such penalties including, but not limited to, civil fines which may be imposed upon Lessor by any state, local or federal agency, or officer, including the Transportation Security Administration.

27. AFFIRMATIVE ACTION

The Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart.

The Lessee assures that it will require that its covered suborganizations provide assurances to the Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

28. NONDISCRIMINATION

Lessee, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the grounds of race, color, national origin, age, sex, or handicap shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under such land and the furnishing to services thereon, no person on the grounds of race, color, national origin, age, sex, or handicap shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) that Lessee shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended. That in the event of breach of any of the above nondiscrimination covenants, Lessor shall have the right to terminate the lease and to re-enter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.

29. NONDISCRIMINATION AND EQUAL OPPORTUNITY PROVISIONS
REQUIRED BY GENERAL ORDINANCES OF MILWAUKEE COUNTY

A. Section 56.17(1a)

In the performance of work or execution of this Agreement, the Lessee shall not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex, or handicap, which shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeships. The Lessee will post in conspicuous places, available for employment notices, to be provided by the Lessor setting forth the provisions of the nondiscriminatory clause. A violation of this provision shall be sufficient cause for the Lessor to terminate the Agreement without liability for the uncompleted portion or for any materials or services purchased or paid for by the Lessee for use in completing the Agreement.

B. Section 56.17(1d)

The Lessee agrees that it will strive to implement the principles of equal employment opportunities through an effective affirmative action program, and will so certify prior to the award of the Agreement, which program shall have as its objective to increase the utilization of women, minorities and handicapped persons, and other protected groups, at all levels of employment in all divisions of the Lessee's work force, where these groups may have been previously under-utilized and under-represented. The Lessee also agrees that in the event of any dispute as to compliance with the aforementioned requirements, it shall

be its responsibility to show that it has met all such requirements.

30. NOTICES

Notices to Lessor provided for in this Agreement shall be sufficient if sent by certified or registered mail, postage prepaid, addressed to the Airport Director at General Mitchell International Airport, 5300 South Howell Avenue, Milwaukee, Wisconsin 53207-6189; and notices to Lessee shall be sufficient if sent by certified or registered mail, postage prepaid, to

LUETZOW AVIATION

1105 DAVIS AVENUE

SOUTH MILWAUKEE, WI 53172.

or to such other respective addresses as the parties may designate to each other in writing from time to time.

31. SUCCESSORS AND ASSIGNS

All provisions of this Agreement shall inure to the benefit not only of Lessor and Lessee, but also their respective legal representatives, successors, and assigns.

32. INVALID PROVISIONS

In the event any covenant, condition, or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition, or provision shall in no way affect any other covenant, condition, or provision herein contained; provided that the invalidity of

such covenant, condition, or provision does not materially prejudice either Lessor or Lessee in their respective rights and obligations contained in the valid covenants, conditions, or provisions of this Agreement.

33. GOVERNMENTAL RIGHTS

Nothing in this lease shall be construed or interpreted in any manner whatsoever as limiting, relinquishing, or waiving any rights or ownership enjoyed by Lessor in the Airport or in any manner waiving or limiting its control over the development, improvement, operation, and maintenance of the Airport or in derogation of such governmental rights as Lessor possesses, except as may be otherwise specifically provided for herein.

34. FAMILIARITY AND COMPLIANCE WITH TERMS

Lessee represents that it has carefully reviewed the terms and conditions of this Agreement and is familiar with the terms and conditions and agrees faithfully to comply with the same.

35. ACCEPTANCE OF TERMS AND CONDITIONS

Construction and/or occupancy of an aircraft hangar on the Leased Premises constitutes acceptance of the terms and conditions of this Agreement, notwithstanding that the Agreement had not been signed or otherwise executed by either party.

36. LESSOR'S RIGHT TO PERFORM LESSEE'S COVENANTS

If Lessee shall default in the performance of any covenant required to be performed by it by virtue of any provision in this Agreement, Lessor may but shall not be obligated to perform

the same for the account and at the expense of Lessee after first having delivered to Lessee at least thirty (30) days written notice of intention to do so or such shorter written notice as may be appropriate under emergency conditions. If Lessor at any time is compelled to pay any sum of money or to do any act which will require the payment of any sum of money, by reason of the failure of Lessee to comply with any provision of this Agreement, or if Lessor elects to make any such payment or to take any such action, which payment or action is reasonably necessary for the protection of Lessor's interest in the Leased Premises, or if Lessor is compelled to incur any expense, including reasonable counsel fees, in instituting, prosecuting or defending any action or proceeding instituted by reason of any default of Lessee hereunder, the sum or sums so paid by Lessor, with interest at the rate of twelve percent (12%) per annum, penalties, costs and damages, shall be deemed to be additional rent and shall be paid by Lessee to Lessor on the next date following the incurring of such expenses upon which a regular monthly rental payment is due.

37. MISCELLANEOUS

This Agreement shall be interpreted and enforced under the laws and jurisdiction of the State of Wisconsin. This Agreement constitutes the entire understanding between the parties and is not subject to amendment unless agreed upon in writing by both parties hereto. Lessee acknowledges and agrees that it will perform its obligations hereunder in compliance with all applicable state, local or federal laws, needs, regulations and orders.

38. INDEPENDENT CONTRACTOR

Nothing contained in this Agreement shall constitute or be construed to create a partnership or joint venture between County or its successors or assigns and Lessee or its successors or assigns. In entering into this Agreement, and in acting in compliance herewith, Lessee is at all times acting and performing as an independent contractor, duly authorized to perform the acts required of it hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective proper officers and have affixed their corporate seals hereto as of the day and year first above written.

APPROVED:

MILWAUKEE COUNTY
a municipal corporation

Chau Bateman 07/01/05
Airport Director Date

By George A. Torres
George A. Torres
Transportation Superintendent

[Signature] 8.1.05
Corporation Counsel Date

By Mark Ryan
Mark Ryan
County Clerk

[Signature] 8-5-05
Risk Manager Date

LESSOR

LUETZOW AVIATION, INC., a
Wisconsin corporation

By Albert E. Luetzow

Title PRESIDENT

By _____

Title _____

LESSEE

STATE OF Wisconsin)
) SS
COUNTY OF Milwaukee)

Personally came before me this 21st day of July,
2005, Albert E Luetzow, President
(Name) (Title)

and _____
(Name) (Title)

of LUETZOW AVIATION, INC., Lessee above, to me known to be the persons who executed the foregoing instrument and to me known to be such officers of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.



Notary Public, Milwaukee, WI
My Commission Expires March 8, 2009
My commission expires: _____

- 7-01 Luetzow
- 7-02 M&I Bank
- 7-03 Everhite
- 7-04 M&I Bank
- 7-05 Grede
- 7-06 Freight Runners
-06A
- 7-07 J. Bales
- 7-08 PhotoAir
- 7-09 MKE Airport
- 7-10 Silver
- 7-11 Weirich
- 7-12 Kinkema
- 7-13 VACANT
- 7-14 Guida
- 7-15 Rhombberg
- 7-16 C. Bales
- 7-17 Puzia
- 7-18 Leiske
- 7-19 Nissen
- 7-20 - Diamond Aviation
- 7-21 Edwards
- 7-22 Stottlemeyer
- 7-30 Weber / Weber
- 7-B6 Kinkema / Zens
- 7-B7 Nazimek
- 7-B9 Zens



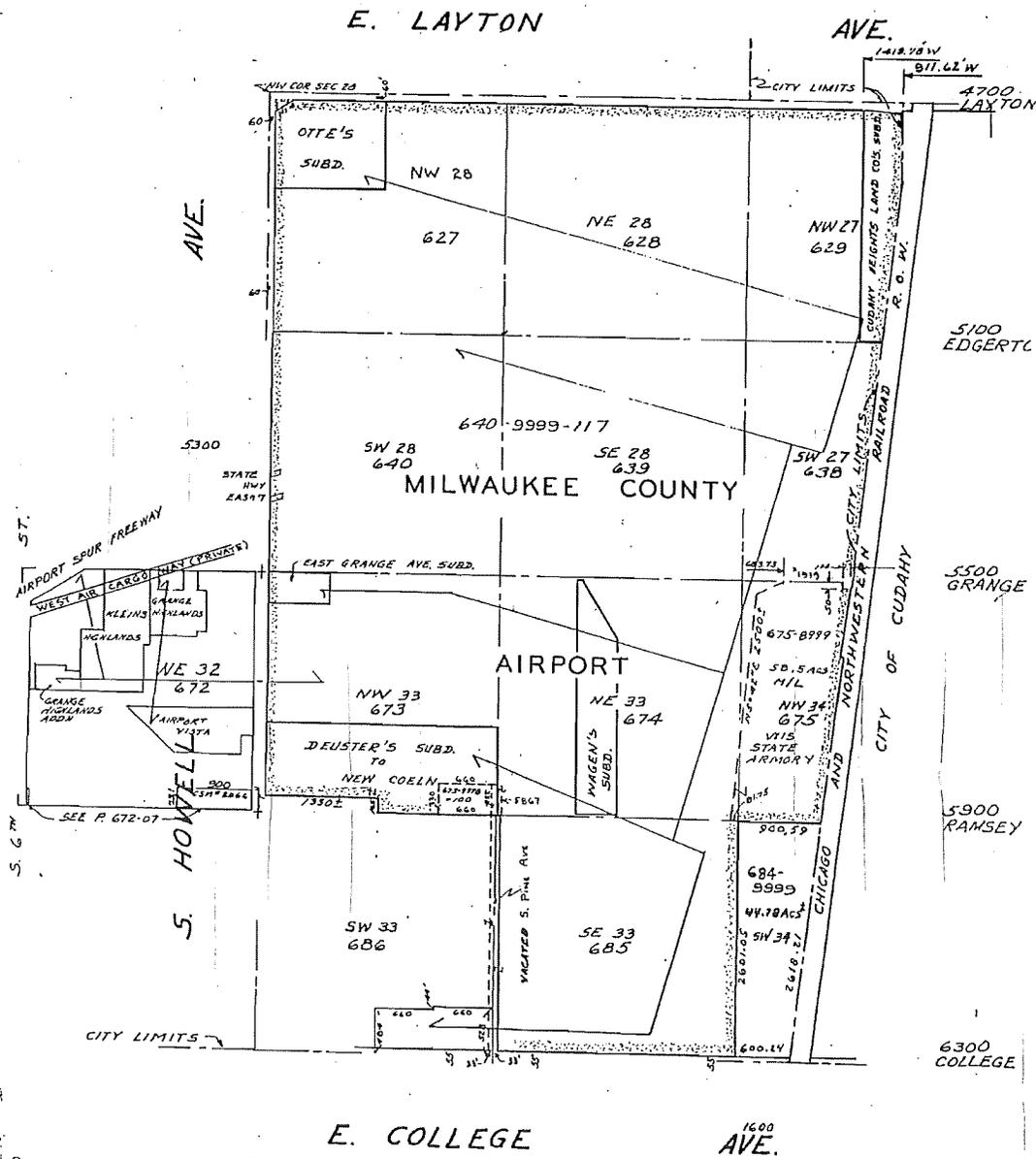
Luetzow Aviation
 Exhibit 'A'
 Page 1 of 1
 Date: October 2005



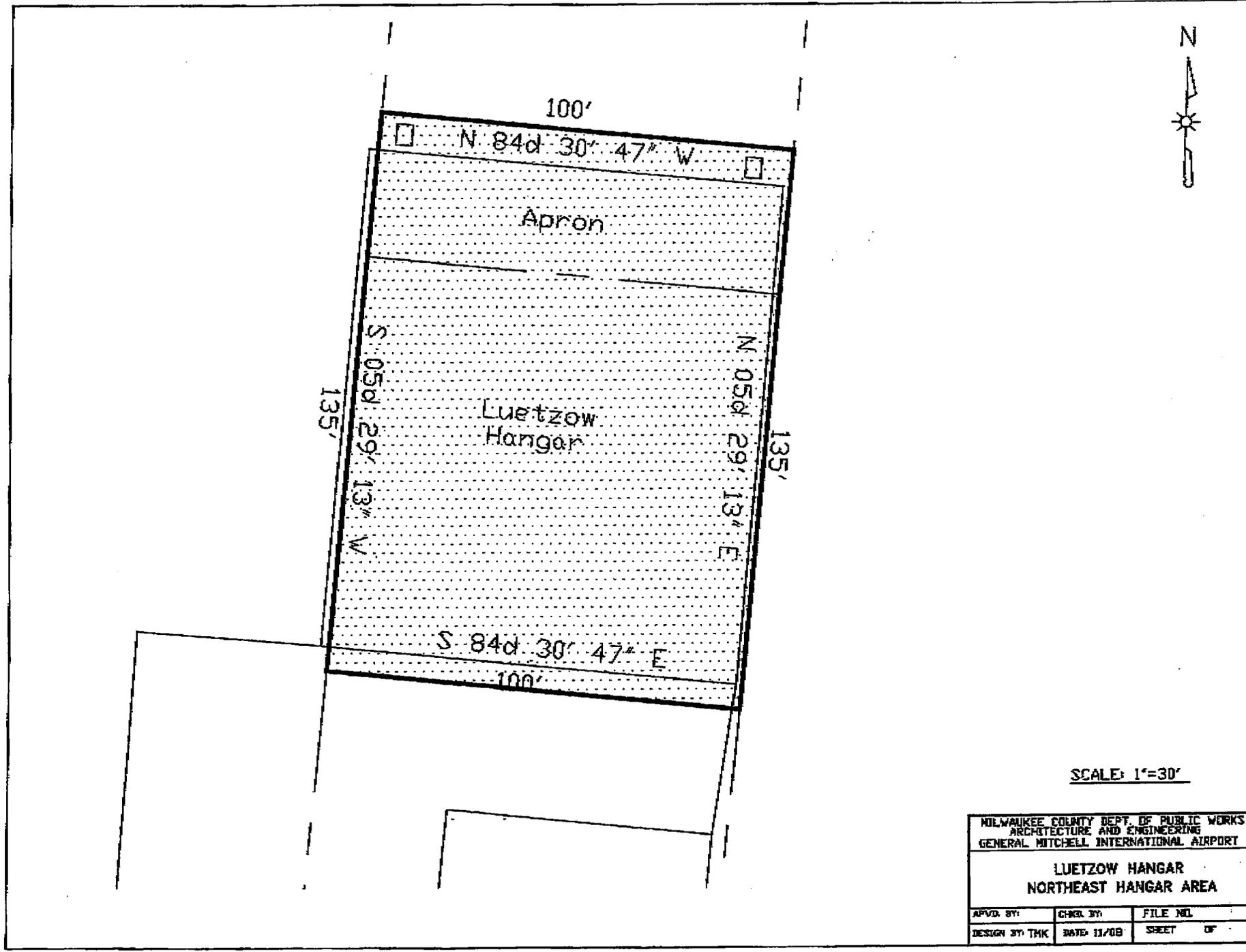
NW & SW 27-6-22 - A.P. 629 & 638 **640-673-684-675** 640-01
 SEC. 28-6-22 - ATLAS P. 627-628-639 & 640 SCALE 1200'-1"
 SEC. 33-6-22 - ATLAS P. 674-673-685-686
 NW & SW 34-6-22 - ATLAS P. 675 & 684
 NE 32-6-22 ATLAS P. 672

LANDS

FEB - 2 1998



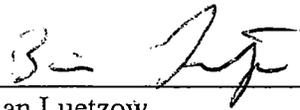
MICROFILMED 600



SCALE: 1"=30'

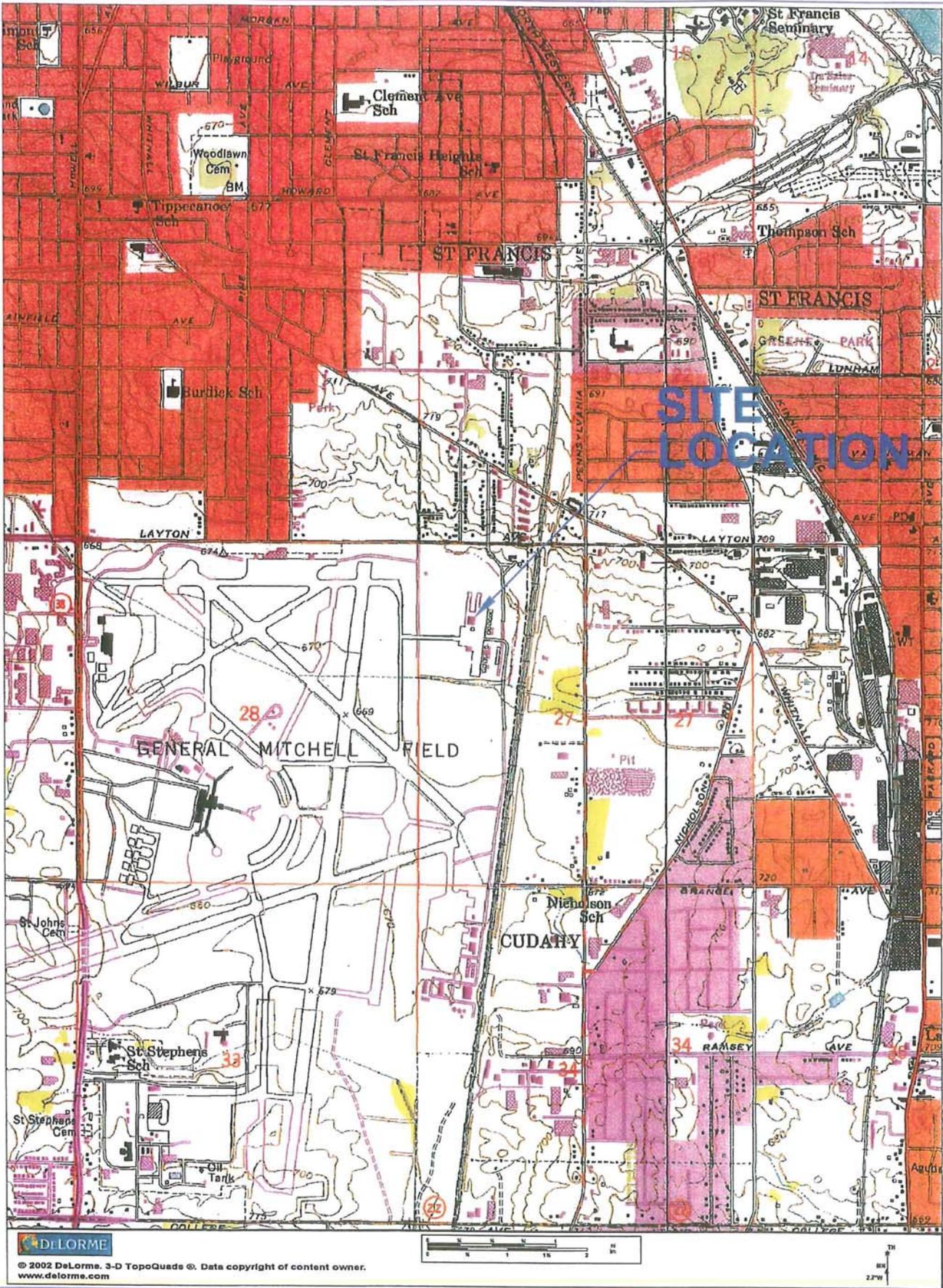
MILWAUKEE COUNTY DEPT. OF PUBLIC WORKS ARCHITECTURE AND ENGINEERING GENERAL MITCHELL INTERNATIONAL AIRPORT			
LUETZOW HANGAR NORTHEAST HANGAR AREA			
APVD. BY:	CHKD. BY:	FILE NO:	
DESIGN BY: THK	DATE: 11/08	SHEET	OF

I, Brian Luetzow for Luetzow Aviation, responsible party for the Luetzow Aviation Facility, located at 1901 E. Layton Avenue, Milwaukee, Wisconsin, certify that to the best of my knowledge, the attached legal description accurately describes the correct contaminated property.



Brian Luetzow
Luetzow Aviation

2-20-09
Date



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KAPUR & ASSOCIATES, INC.
 CONSULTING ENGINEERS
 MILWAUKEE, WISCONSIN
 414.351.6668

SITE LOCATION MAP

FIGURE
1

SOURCE: USGS (1958 MILWAUKEE QUADRANGLE)

REFERENCE: U.S.G.S. 7.5 MINUTE SERIES. PHOTO REVISED 1971 AND PHOTO INSPECTED 1976

LUETZOW AVIATION
 1901 E. LAYTON AVENUE, MILWAUKEE, WISCONSIN

DRAWN BY: TWP	CHECKED BY: TEH	APPROVED BY: TWP	PROJECT NUMBER: 08.0224.01	DATE: 07/02/06	REVISED DATE:
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SOURCE: LIVE SEARCH MAPS

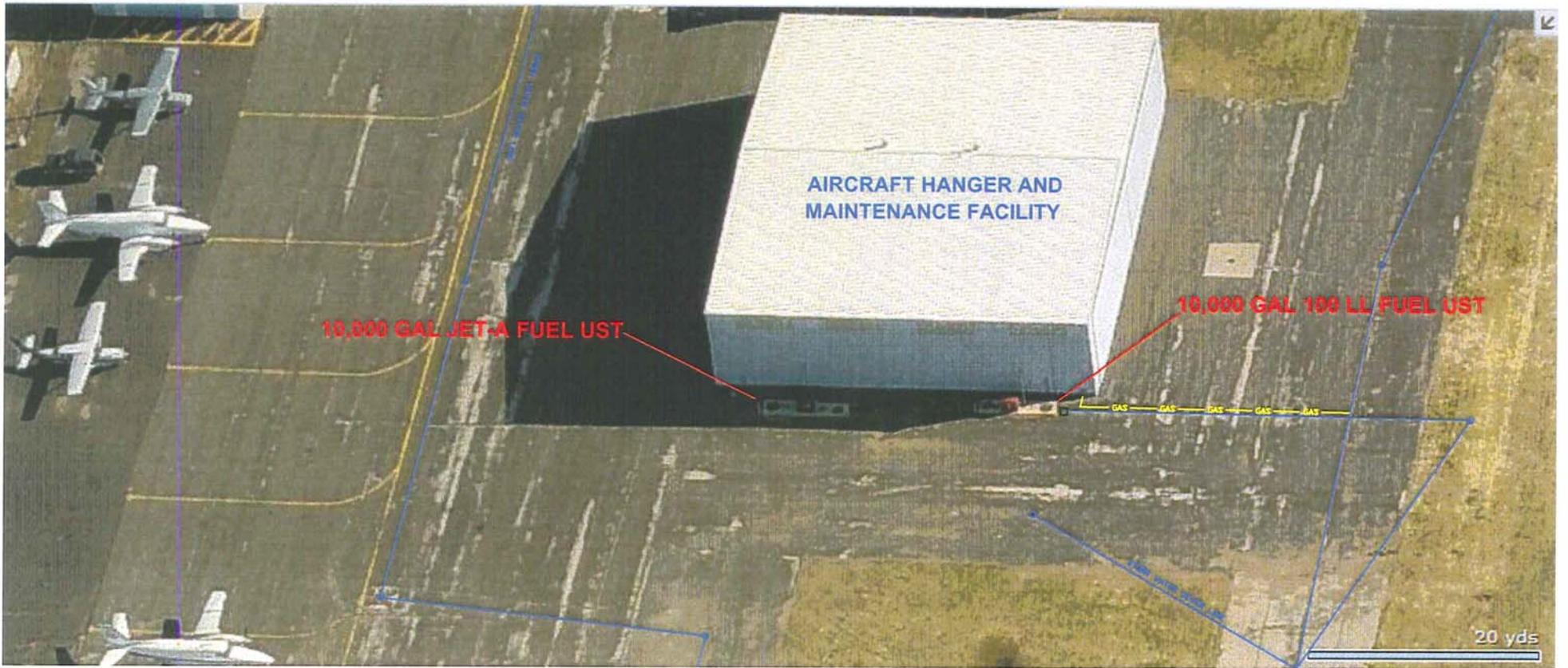


AERIAL PHOTOGRAPH

LUETZOW AVIATION
1901 E. LAYTON AVENUE, MILWAUKEE, WISCONSIN

FIGURE
2

DRAWN BY: TWP	CHECKED BY: TDI	APPROVED BY: TWP	PROJECT NUMBER: 06.0224.01	DATE: 07/02/06	REVISED DATE:
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SOURCE: LIVE SEARCH MAPS

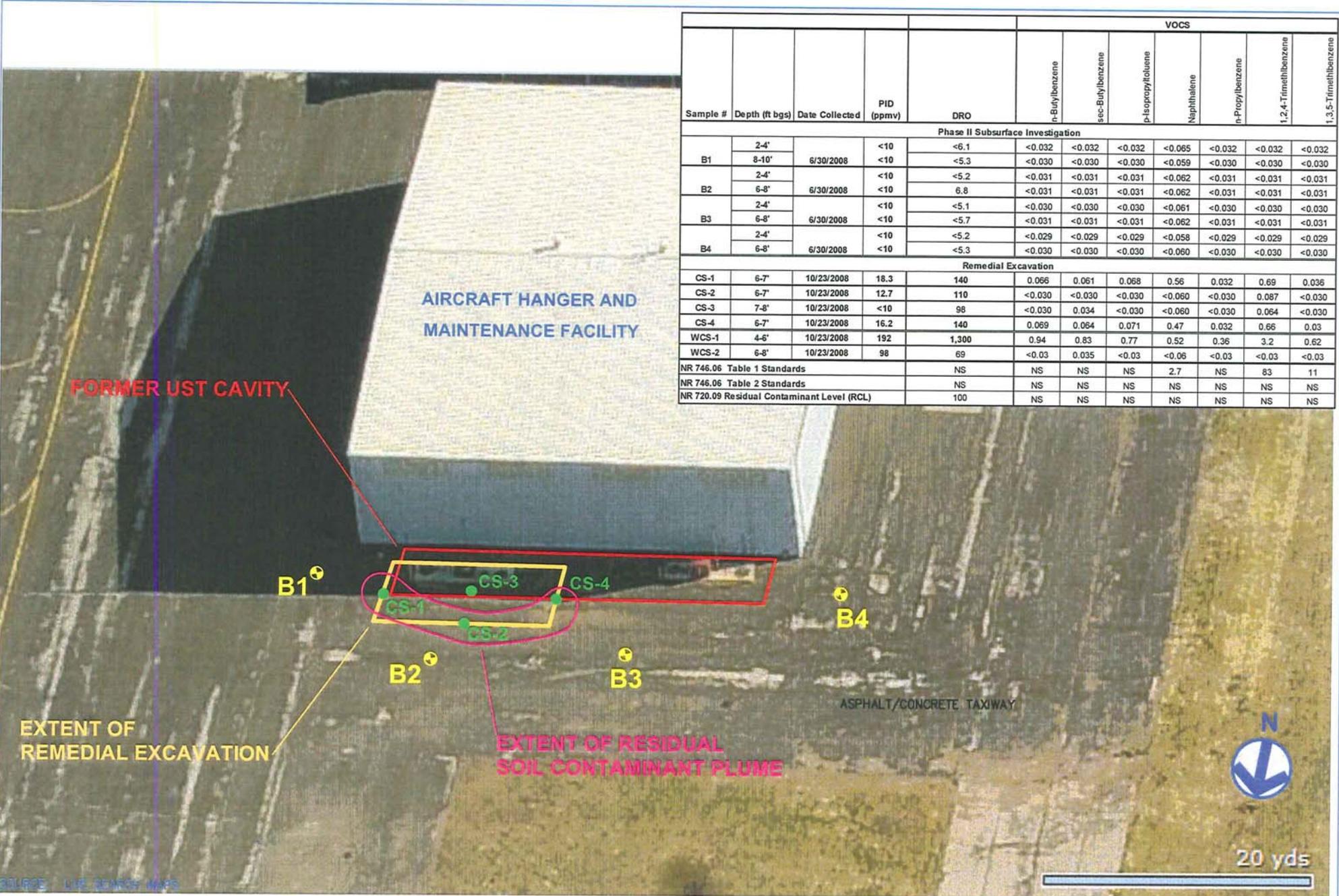
KA **KAPUR & ASSOCIATES, INC.**
CONSULTING ENGINEERS
MILWAUKEE, WISCONSIN
414.351.6668

SITE PLAN VIEW

LUETZOW AVIATION
1901 E. LAYTON AVENUE, MILWAUKEE, WISCONSIN

FIGURE
2a

DRAWN BY: TWP	CHECKED BY: TEH	APPROVED BY: TWP	PROJECT NUMBER: 06.0224.01	DATE: 07/02/06	REVISION DATE:
---------------	-----------------	------------------	----------------------------	----------------	----------------



Sample #	Depth (ft bgs)	Date Collected	PID (ppmv)	DRO	VOCS						
					n-Butylbenzene	sec-Butylbenzene	p-Isopropyltoluene	Naphthalene	n-Propylbenzene	1,2,4-Trimethylbenzene	1,3,5-Trimethylbenzene
Phase II Subsurface Investigation											
B1	2-4'	6/30/2008	<10	<6.1	<0.032	<0.032	<0.032	<0.065	<0.032	<0.032	<0.032
	8-10'		<10	<5.3	<0.030	<0.030	<0.030	<0.059	<0.030	<0.030	<0.030
B2	2-4'	6/30/2008	<10	<5.2	<0.031	<0.031	<0.031	<0.062	<0.031	<0.031	<0.031
	6-8'		<10	6.8	<0.031	<0.031	<0.031	<0.062	<0.031	<0.031	<0.031
B3	2-4'	6/30/2008	<10	<5.1	<0.030	<0.030	<0.030	<0.061	<0.030	<0.030	<0.030
	6-8'		<10	<5.7	<0.031	<0.031	<0.031	<0.062	<0.031	<0.031	<0.031
B4	2-4'	6/30/2008	<10	<5.2	<0.029	<0.029	<0.029	<0.058	<0.029	<0.029	<0.029
	6-8'		<10	<5.3	<0.030	<0.030	<0.030	<0.060	<0.030	<0.030	<0.030
Remedial Excavation											
CS-1	6-7'	10/23/2008	18.3	140	0.066	0.061	0.068	0.56	0.032	0.69	0.036
CS-2	6-7'	10/23/2008	12.7	110	<0.030	<0.030	<0.030	<0.060	<0.030	0.087	<0.030
CS-3	7-8'	10/23/2008	<10	98	<0.030	0.034	<0.030	<0.060	<0.030	0.064	<0.030
CS-4	6-7'	10/23/2008	16.2	140	0.069	0.064	0.071	0.47	0.032	0.66	0.03
WCS-1	4-6'	10/23/2008	192	1,300	0.94	0.83	0.77	0.52	0.36	3.2	0.62
WCS-2	6-8'	10/23/2008	98	69	<0.03	0.035	<0.03	<0.06	<0.03	<0.03	<0.03
NR 746.06 Table 1 Standards				NS	NS	NS	NS	2.7	NS	83	11
NR 746.06 Table 2 Standards				NS	NS	NS	NS	NS	NS	NS	NS
NR 720.09 Residual Contaminant Level (RCL)				100	NS	NS	NS	NS	NS	NS	NS

LEGEND:
 ⊕ B2 = PHASE II SI SOIL BORING LOCATION
 ● CS-2 = EXCAVATION CLOSURE SAMPLE LOCATION

KAPUR & ASSOCIATES, INC.
 CONSULTING ENGINEERS
 MILWAUKEE, WISCONSIN
 414.351.6668

REMEDIAL EXCAVATION CLOSURE
 SAMPLE RESULTS MAP

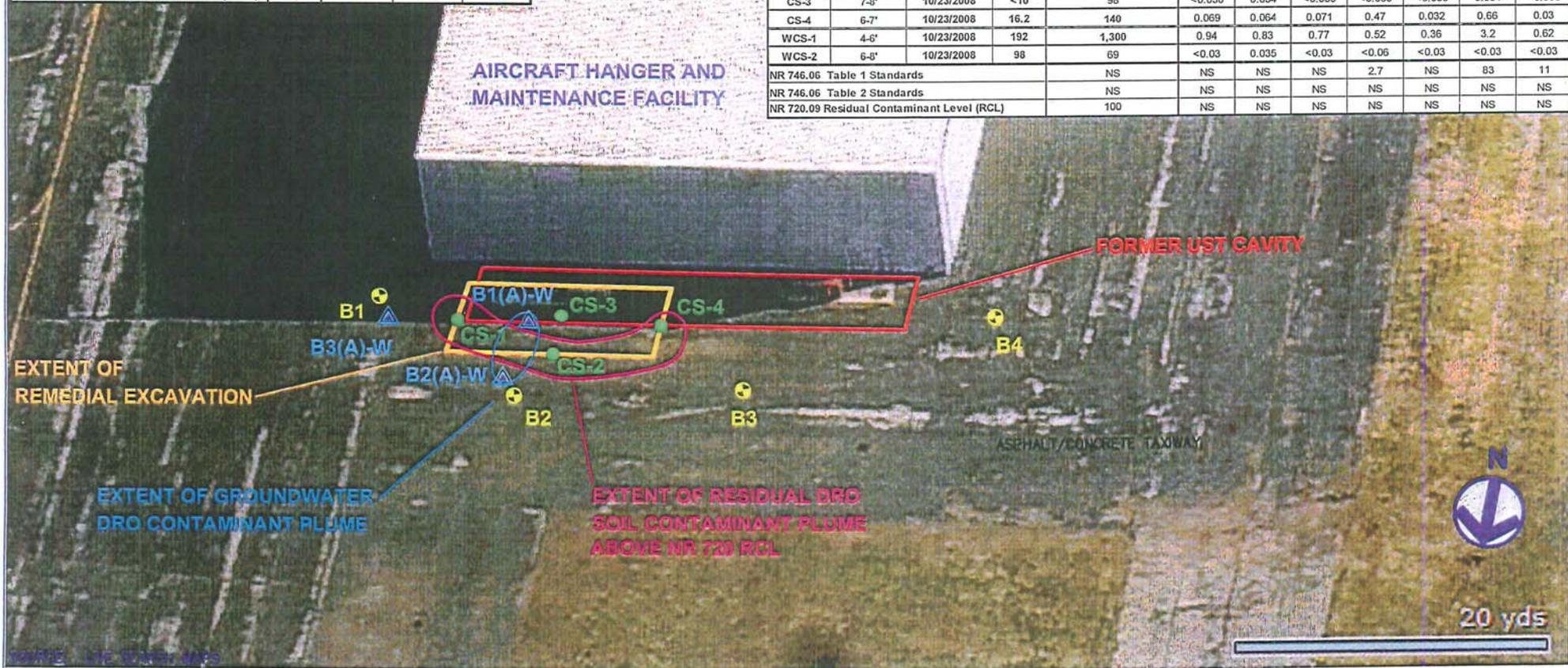
LUETZOW AVIATION
 1901 E. LAYTON AVENUE, MILWAUKEE, WISCONSIN

FIGURE
5

DRAWN BY: TWP CHECKED BY: TEH APPROVED BY: TWP PROJECT NUMBER: 08.0224.01 DATE: 11/29/06 REVISION DATE:

Sample #	Date Collected	VOCs			
		DRO	n-Butylbenzene	p-Isopropyltoluene	Naphthalene
B1(A)-W	12/1/2009	620	6.3	11	28
B2(A)-W	12/1/2009	350	<0.20	<0.20	<0.25
B3(A)-W	12/1/2009	<100	<0.20	<0.20	0.73J
TRIP BLANK	12/1/2009	NA	<0.20	<0.20	<0.25
NR 140 Enforcement Standard (ES)		NS	NS	NS	100
NR 140 Preventive Action Limit (PAL)		NS	NS	NS	10

Sample #	Depth (ft bgs)	Date Collected	PID (ppmv)	DRO	VOCs						
					n-Butylbenzene	sec-Butylbenzene	p-Isopropyltoluene	Naphthalene	n-Propylbenzene	1,2,4-Trimethylbenzene	1,3,5-Trimethylbenzene
Phase II Subsurface Investigation											
B1	2-4'	6/30/2008	<10	<6.1	<0.032	<0.032	<0.032	<0.065	<0.032	<0.032	<0.032
	8-10'		<10	<5.3	<0.030	<0.030	<0.030	<0.059	<0.030	<0.030	<0.030
B2	2-4'	6/30/2008	<10	<5.2	<0.031	<0.031	<0.031	<0.062	<0.031	<0.031	<0.031
	6-8'		<10	6.8	<0.031	<0.031	<0.031	<0.062	<0.031	<0.031	<0.031
B3	2-4'	6/30/2008	<10	<5.1	<0.030	<0.030	<0.030	<0.061	<0.030	<0.030	<0.030
	6-8'		<10	<5.7	<0.031	<0.031	<0.031	<0.062	<0.031	<0.031	<0.031
B4	2-4'	6/30/2008	<10	<5.2	<0.029	<0.029	<0.029	<0.058	<0.029	<0.029	<0.029
	6-8'		<10	<5.3	<0.030	<0.030	<0.030	<0.060	<0.030	<0.030	<0.030
Remedial Excavation											
CS-1	6-7'	10/23/2008	18.3	140	0.066	0.061	0.068	0.56	0.032	0.69	0.036
CS-2	6-7'	10/23/2008	12.7	110	<0.030	<0.030	<0.030	<0.060	<0.030	0.087	<0.030
CS-3	7-8'	10/23/2008	<10	98	<0.030	0.034	<0.030	<0.060	<0.030	0.064	<0.030
CS-4	6-7'	10/23/2008	16.2	140	0.069	0.064	0.071	0.47	0.032	0.66	0.03
WCS-1	4-6'	10/23/2008	192	1,300	0.94	0.83	0.77	0.52	0.36	3.2	0.62
WCS-2	6-8'	10/23/2008	98	69	<0.03	0.035	<0.03	<0.06	<0.03	<0.03	<0.03
NR 746.06 Table 1 Standards				NS	NS	NS	NS	2.7	NS	83	11
NR 746.06 Table 2 Standards				NS	NS	NS	NS	NS	NS	NS	NS
NR 720.09 Residual Contaminant Level (RCL)				100	NS	NS	NS	NS	NS	NS	NS



LEGEND:
 ● B2 = PHASE II SI SOIL BORING LOCATION
 ● CS-2 = EXCAVATION CLOSURE SAMPLE LOCATION
 ▲ B2(A)-W = GROUNDWATER SAMPLE LOCATION

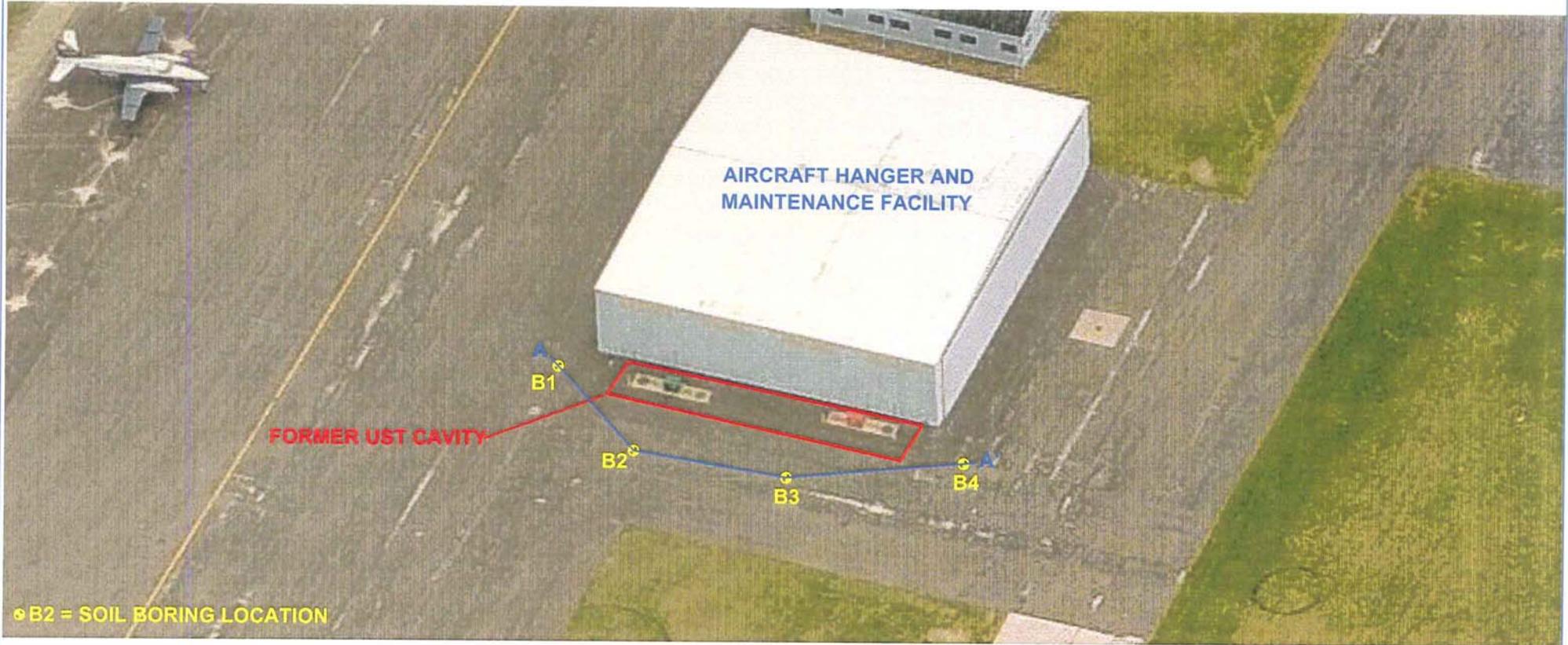
KAPUR & ASSOCIATES, INC.
 CONSULTING ENGINEERS
 MILWAUKEE, WISCONSIN
 414.351.6668

GROUNDWATER AND SOIL SAMPLE RESULTS /
 CONTAMINANT PLUME MAP

LUETZOW AVIATION
 1901 E. LAYTON AVENUE, MILWAUKEE, WISCONSIN

FIGURE
6

DATE: TWP	CHECKED BY: TEH	APPROVED BY: TWP	PROJECT NUMBER: 08.0224.01	DATE: 12/28/2009	REVISION:
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SOURCE: LIVE SEARCH MAPS



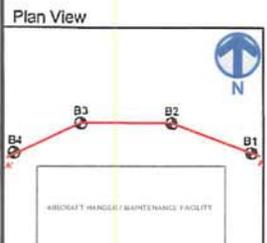
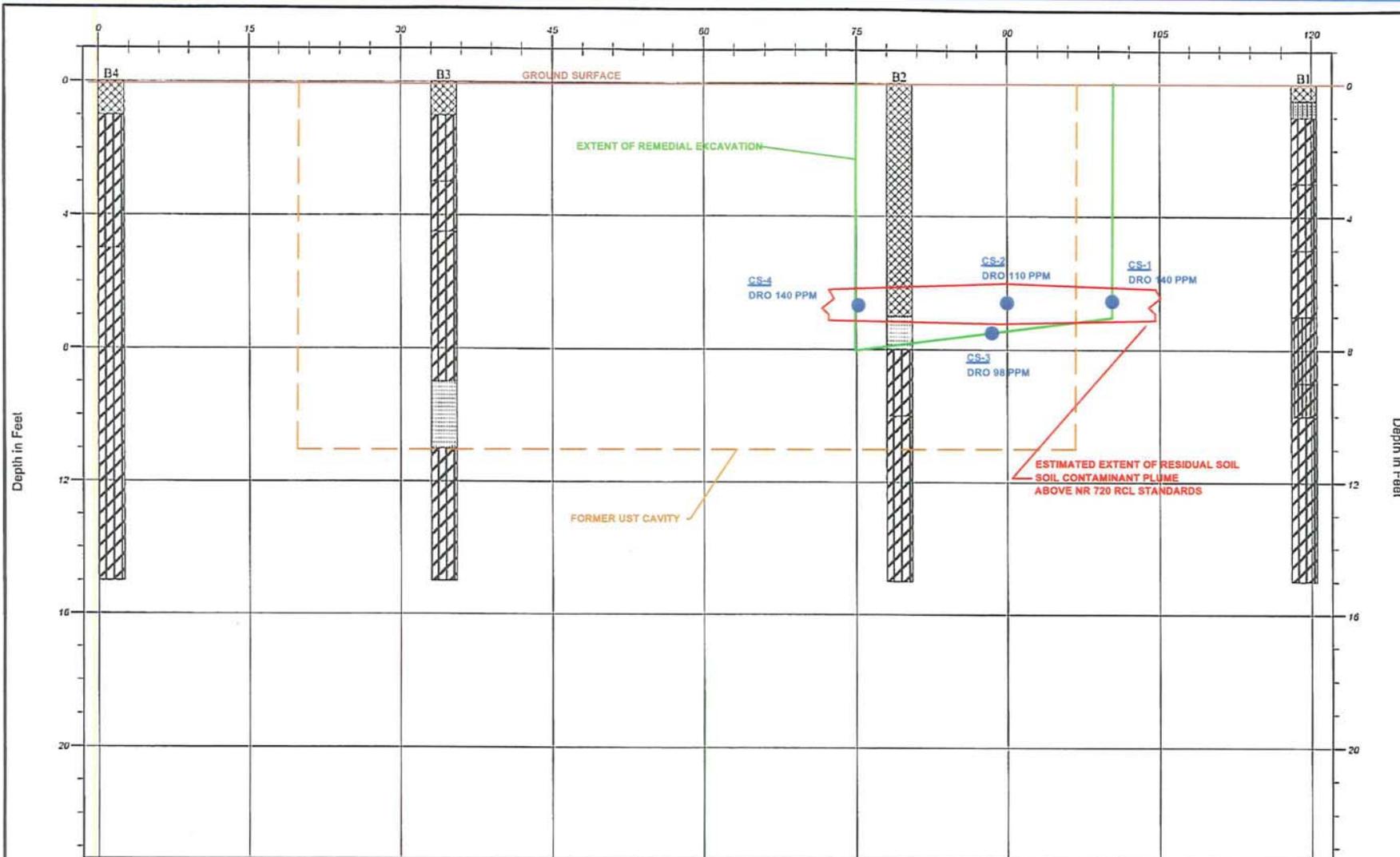
KAPUR & ASSOCIATES, INC.
CONSULTING ENGINEERS
MILWAUKEE, WISCONSIN
414.351.6668

**GEOLOGIC CROSS-SECTION
PLAN VIEW MAP**

LUETZOW AVIATION
1901 E. LAYTON AVENUE, MILWAUKEE, WISCONSIN

FIGURE
4

DRAWN BY: TWP	CHECKED BY: TEH	APPROVED BY: TWP	PROJECT NUMBER: 08.0224.01	DATE: 07/02/08	REVISED DATE:
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- Strata symbols
- Fill
 - Inorganic silts and clays
 - Well graded sand
 - Silty sand
 - Silty low plasticity clay

LEGEND:

- B1 - PHASE II SI SOIL BORING LOCATION AND DESIGNATION
- CS-1 - EXCAVATION CLOSURE SOIL SAMPLE LOCATION AND DESIGNATION

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 MILWAUKEE, WISCONSIN
 414.351.6668

GEOLOGIC CROSS-SECTION A-A'

DRAWN BY: TWP CHECKED BY: TEH APPROVED BY: TWP

LUETZOW AVIATION
 1901 E. LAYTON AVENUE, MILWAUKEE, WISCONSIN

PROJECT NUMBER: 06.0224.01 DATE: 06/08/08 SCALE: AS NOTED

FIGURE
4a

Table # 1: Phase II SI and Remedial Excavation Soil Sample Analytical Results
Luetzow Aviation
Milwaukee, Wisconsin

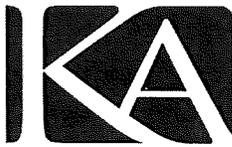
Sample #	Depth (ft bgs)	Date Collected	PID (ppmv)	DRO	VOCS							
					n-Butylbenzene	sec-Butylbenzene	p-Isopropyltoluene	Naphthalene	n-Propylbenzene	1,2,4-Trimethylbenzene	1,3,5-Trimethylbenzene	
Phase II Subsurface Investigation												
B1	2-4'	6/30/2008	<10	<6.1	<0.032	<0.032	<0.032	<0.065	<0.032	<0.032	<0.032	
	8-10'		<10	<5.3	<0.030	<0.030	<0.030	<0.059	<0.030	<0.030	<0.030	
B2	2-4'	6/30/2008	<10	<5.2	<0.031	<0.031	<0.031	<0.062	<0.031	<0.031	<0.031	
	6-8'		<10	6.8	<0.031	<0.031	<0.031	<0.062	<0.031	<0.031	<0.031	
B3	2-4'	6/30/2008	<10	<5.1	<0.030	<0.030	<0.030	<0.061	<0.030	<0.030	<0.030	
	6-8'		<10	<5.7	<0.031	<0.031	<0.031	<0.062	<0.031	<0.031	<0.031	
B4	2-4'	6/30/2008	<10	<5.2	<0.029	<0.029	<0.029	<0.058	<0.029	<0.029	<0.029	
	6-8'		<10	<5.3	<0.030	<0.030	<0.030	<0.060	<0.030	<0.030	<0.030	
Remedial Excavation												
CS-1	6-7'	10/23/2008	18.3	140	0.066	0.061	0.068	0.56	0.032	0.69	0.036	
CS-2	6-7'	10/23/2008	12.7	110	<0.030	<0.030	<0.030	<0.060	<0.030	0.087	<0.030	
CS-3	7-8'	10/23/2008	<10	98	<0.030	0.034	<0.030	<0.060	<0.030	0.064	<0.030	
CS-4	6-7'	10/23/2008	16.2	140	0.069	0.064	0.071	0.47	0.032	0.66	0.03	
WCS-1	4-6'	10/23/2008	192	1,300	0.94	0.83	0.77	0.52	0.36	3.2	0.62	
WCS-2	6-8'	10/23/2008	98	69	<0.03	0.035	<0.03	<0.06	<0.03	<0.03	<0.03	
NR 746.06 Table 1 Standards				NS	NS	NS	NS	2.7	NS	83	11	
NR 746.06 Table 2 Standards				NS	NS	NS	NS	NS	NS	NS	NS	
NR 720.09 Residual Contaminant Level (RCL)				100	NS	NS	NS	NS	NS	NS	NS	

NOTES: All results are in parts per million (ppm) unless otherwise noted
Concentrations exceeding the NR 720 RCLs are in **BOLD FACE**
Concentrations exceeding the NR 746 Table1 Standards are in **Bold Italics**
Concentrations exceeding the NR 746 Table 2 Standards are in *Italics*
Residual Contaminant Levels (RCLs) based on protection of groundwater per NR 720.09

B1-B4 = Phase II Soil Boring
CS-1 through CS-4 = Remedial Excavation Closure (Laboratory Verification) Sample
WCS-1 through WCS-2 = Remedial Excavation Waste Characterization Sample

ft bgs = feet below ground surface
PID = photoionization detector
ppm eq = parts per million equivalent
DRO = diesel range organics
VOCS = volatile organic compounds
NS = no standard

Only compounds detected in at least one sample are shown



KAPUR & ASSOCIATES, INC.
CONSULTING ENGINEERS

Table 2: Groundwater Sample Analytical Results
Luetzow Aviation
Milwaukee, Wisconsin

Sample #	Date Collected	DRO	VOCs		
		Diesel Range Organics	n-Butylbenzene	p-Isopropyltoluene	Naphthalene
B1(A)-W	12/1/2009	620	6.3	11	28
B2(A)-W	12/1/2009	350	<0.20	<0.20	<0.25
B3(A)-W	12/1/2009	<100	<0.20	<0.20	0.73J
TRIP BLANK	12/1/2009	NA	<0.20	<0.20	<0.25
NR 140 Enforcement Standard (ES)		NS	NS	NS	100
NR 140 Preventive Action Limit (PAL)		NS	NS	NS	10

NOTES:

only samples with detection in at least one sample are shown

All results are in parts per billion (ppb) unless otherwise noted

Concentrations equal to or exceeding the NR 140 Enforcement Standard are in **bold face**

Concentrations equal to or exceeding the NR 140 Preventative Action Limit are in *italics*

VOC = Volatile Organic Compounds

NA = Not Applicable

NS = No Standard

J = Result is estimated value (reported between the Method Detection Limit & Limit of Quantification)

February 20, 2009

Mr. Greg Failey, Airport Environmental Manager
General Mitchell International Airport
5300 South Howell Avenue
Milwaukee, Wisconsin 53207-6189

RE: Notification of Onsite Contamination and Closure Requirements
Site: Luetzow Aviation Facility
1901 E. Layton Avenue, Milwaukee, Wisconsin 53207
FID # 341165660 WDNR BRRTS # 03-41-552248

Dear Mr. Failey:

Kapur & Associates, Inc. (Kapur), on behalf of Mr. Brian Luetzow, Luetzow Aviation (Responsible Party), is providing you this notification of contaminant impacts to the subsurface soil at the General Mitchell International Airport (GMIA) property emanating from the above referenced site as required by the Wisconsin Department of Natural Resources (WDNR) per chapter NR 726 of the Wisconsin Administrative Code (WAC).

“Soil contamination appears to have originated on property located at 1901 E. Layton Avenue during previous onsite operations. The levels of Diesel Range Organic (DRO) contamination in the soil on the property are above the chapter NR 720.09(4)(a)2 Residual Contaminant Levels (RCLs), of the Wisconsin Administrative Code. However, the environmental consultants who have investigated this contamination have informed me that this soil 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 and maintenance of the pavement and building as a cap over contaminated soil, will meet the requirements for case closure that are found in chapter NR 726, Wisconsin Administrative Code, and I will be requesting that the Department of Natural Resources accept natural attenuation and the soil cap 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 and soil cap.”

“The Department of Natural Resources 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 Natural Resources that is relevant to this closure request, you should mail that information to: Mr. Eric Amadi, Wisconsin Department of Natural Resources - Southeast Region Headquarters, 2300 N. Dr. Martin Luther King Drive, Milwaukee Wisconsin 53212.

“If this case is closed, all properties within the site boundaries where soil contamination exceeds the respective chapter NR RCLs 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 soil contamination above chapter NR 720 Residual Contaminant Levels 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 and proper handling/disposal of soils would be required. 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 and properly dispose of soils at a state licensed landfill. 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.”



we listen. we innovate. we turn your vision into reality.

“If you need more information, you may contact me at (414) 351-6668 or you may contact Mr. Eric Amadi – Wisconsin Department of Natural Resources at (414) 263-8639.”

Sincerely,
KAPUR & ASSOCIATES, INC.

Travis W. Peterson
Project Manager

Attachment

cc. Mr. Eric Amadi, Wisconsin Department of Natural Resources – Southeast Region Headquarters,
2300 N. Dr. MLK Drive, Milwaukee Wisconsin 53212