

GIS REGISTRY COVER SHEET
Commerce Case Closure

Source Property Information

Closure Date: August 27, 2008
BRRTS #: 03-67-543573
Commerce #: 53022-2548-90-A
Site Name: Germantown Auto Sales
Street Address: W161 N11788 Fond du Lac Avenue
City: Germantown

Source Property GPS Coordinates: X = 673505 Y = 308259
(Coordinates in WTM83, NAD83 (1991))

GPS Coordinates Represent

Approximate Center of Contaminant Source Approximate Source Parcel Center

Please check as appropriate: (BRRTS Action Code)

Contaminated Media

<input type="checkbox"/> Groundwater Contamination >Enforcement Standard (236)	<input checked="" type="checkbox"/> Soil Contamination >Residual Contaminant Levels (RCLs), Site-Specific RCLs (SSRCLs) or Direct Contact <4 feet (232)
<input type="checkbox"/> Groundwater Contamination in Right-of-Way	<input type="checkbox"/> Soil Contamination in Right-of-Way
<input type="checkbox"/> Off-Source Groundwater Contamination (See attached list of impacted off-source properties)	<input type="checkbox"/> Off-Source Soil Contamination (See attached list of impacted off-source properties)

Land Use Controls

<input type="checkbox"/> Soil: maintain industrial zoning (220)	<input checked="" type="checkbox"/> Cover or Barrier (222)
<input type="checkbox"/> Structural Impediment (224)	<input type="checkbox"/> Vapor Mitigation (226)
<input type="checkbox"/> Site-Specific Condition (228)	<input type="checkbox"/> Maintain Liability Exemption (230) (For local government or economic development corporation)

Monitoring wells properly abandoned? (234)

Yes No



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

August 27, 2008

Mr. Joseph Hussein
Germantown Auto Sales
W161 N11790 Fond du Lac Avenue
Germantown, WI 53022

RE: **Final Closure**

Commerce # 53022-2548-90-A DNR BRRTS # 03-67-543573
Germantown Auto Sales, W161 N11788 Fond du Lac Avenue, Germantown

Dear Mr. Hussein:

The Wisconsin Department of Commerce (Commerce) has received the item required as a condition for closure of the site referenced above. This site is now listed as "closed" on the Commerce database and will be included on the Department of Natural Resources (DNR) Geographic Information System (GIS) Registry of Closed Remediation Sites to document residual soil contamination that remains above state standards. To review the site on the GIS Registry web page, visit <http://dnr.wi.gov/org/aw/rr/gis/index.htm>. If you intend to construct or reconstruct a potable well on this property, you must get prior DNR approval.

All current and future owners and occupants of the property need to be aware that excavation of the contaminated soil may pose a direct contact hazard and as a result special precautions may be needed to prevent inhalation, ingestion or dermal contact with the residual contamination when it is removed. If soil is excavated, the property owner at the time of excavation must 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 must determine whether the material would be considered solid or hazardous waste and ensure that any storage, treatment or disposal is in compliance with applicable State regulations and standards.

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

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

Thank you for your efforts to bring this case to closure. If you have any questions, please contact me in writing at the letterhead address or by telephone at (414) 357-4704.

Sincerely,

A handwritten signature in black ink, appearing to read "Stephen D. Mueller". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Stephen D. Mueller
Senior Hydrogeologist
Site Review Section

cc: Mr. Timothy Anderson, United Engineering Consultants, Inc.



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

August 15, 2008

Mr. Joseph Hussein
Germantown Auto Sales
W161 N11790 Fond du Lac Avenue
Germantown, WI 53022

RE: **Conditional Case Closure**

Commerce # 53022-2548-90-A DNR BRRTS # 03-67-543573
Germantown Auto Sales, W161 N11788 Fond du Lac Avenue, Germantown

Dear Mr. Hussein:

The Wisconsin Department of Commerce (Commerce) has reviewed the request for case closure prepared by your consultant, United Engineering Consultants, Inc., for the site referenced above. It is understood that residual soil contamination remains on site at concentrations above state standards. Commerce has determined that this site does not pose a significant threat to the environment and human health. No further investigation or remedial action is necessary.

The following condition must be satisfied to obtain final closure:

- The monitoring well must be properly abandoned within 60 days and the appropriate documentation forwarded to Commerce at the letterhead address within 120 days of the date of this letter. Noncompliance with the abandonment requirement and deadline can result in enforcement action and financial penalties.

GIS Registry of Closed Remediation Sites

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

All current and future owners and occupants of the property need to be aware that excavation of the contaminated soil may pose a direct contact hazard and as a result special precautions may be needed to prevent inhalation, ingestion or dermal contact with the residual contamination when it is removed. If soil is excavated, the property owner at the time of excavation must 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 must determine whether the material would be considered solid or hazardous waste and ensure that any storage, treatment or disposal is in compliance with applicable standards and rules. Costs for sampling and excavation activities conducted after the date of this letter are not eligible for PECFA reimbursement.

Potential Vapor Migration

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

Claim Submittal Requirement

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

Thank you for your efforts to protect and restore Wisconsin's environment. If you have any questions, please contact me in writing at the letterhead address or by telephone at (414) 357-4704.

Sincerely,



Stephen D. Mueller
Senior Hydrogeologist
Site Review Section

cc: Mr. Timothy Anderson, United Engineering Consultants, Inc.

PAVEMENT COVER MAINTENANCE PLAN

July 23, 2008

Germantown Auto Sales
W161 N11790 Fond du Lac Avenue
Germantown, Wisconsin 53022
Commerce Number: 53022-2548-90-A
WDNR BRRTS Activity #: 03-67-543573
Tax #: 221991

Introduction

This document is the maintenance plan for a pavement cover at the above-referenced property in accordance with the requirements of s. NR 724.13(2), Wisconsin Administrative Code. The maintenance activities relate to the existing paved surface occupying the area over the contaminated soil plume. The contaminated soil is impacted by Gasoline Range Organics (GRO), Diesel Range Organics (DRO), Benzene, Ethylbenzene, Toluene and Xylenes. The location of the paved surface to be maintained in accordance with this Maintenance Plan, as well as the impacted soil are identified in the attached map (Exhibit A)

Cover and Building Barrier Purpose

The paved surface over the contaminated soil serves as a barrier to prevent direct human contact with residual soil contamination which might otherwise pose a threat to human health. The paved surface also acts as a partial infiltration barrier to minimize future soil-to-groundwater contamination migration which would violate the groundwater standards in ch. NR 140, Wisconsin Administrative Code. Based on the current and future use of the property, the barrier should function as intended unless disturbed.

Annual Inspection

The paved surface overlying the contaminated soil and as depicted in Exhibit A will be inspected once a year, normally in the spring after all snow and ice is gone, for deterioration, cracks and other potential problems which can cause additional infiltration or exposure to underlying soils. The inspection will be performed to evaluate damage due to settling, exposure to the weather, wear from the traffic, increasing age and other factors. Any area where soils have become or are likely to become exposed will be documented. A log of the inspections and any repairs will be maintained by the property owner and is included as Exhibition B, Cap 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. The inspection log must be kept on site and made immediately available for review by the Wisconsin Department of Commerce (Commerce), its successor, and/or other state agency. Submittal of a copy of the annual log is not required.

Maintenance Activities

If problems are noted during the annual inspections or at any other time during the year, repairs will be scheduled as soon as practical. Repairs 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 the 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 surface overlying the contaminated soil is removed or replaced, the replacement barrier must be equally impervious. Any replacement barrier will be subject to the same maintenance and inspection guidelines as outlined in this Maintenance Plan unless indicated otherwise by Commerce or its successor.

The property owner, in order to maintain the integrity of the paved surface, 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 Commerce.

July, 2008

Site Owner and Operator
Joseph Hussein
Germantown Auto Sales
W161 N11790 Fond du Lac Avenue
Germantown, Wisconsin 53022
(262) 437-0101

Consultant
United Engineering Consultants, Inc.
10617 W. Oklahoma Avenue Suite L2
West Allis, Wisconsin 53227
(414) 327-8790

Commerce
Stephen D. Mueller
9316 North 107th Street
Milwaukee, Wisconsin 53224
(414) 357-4704

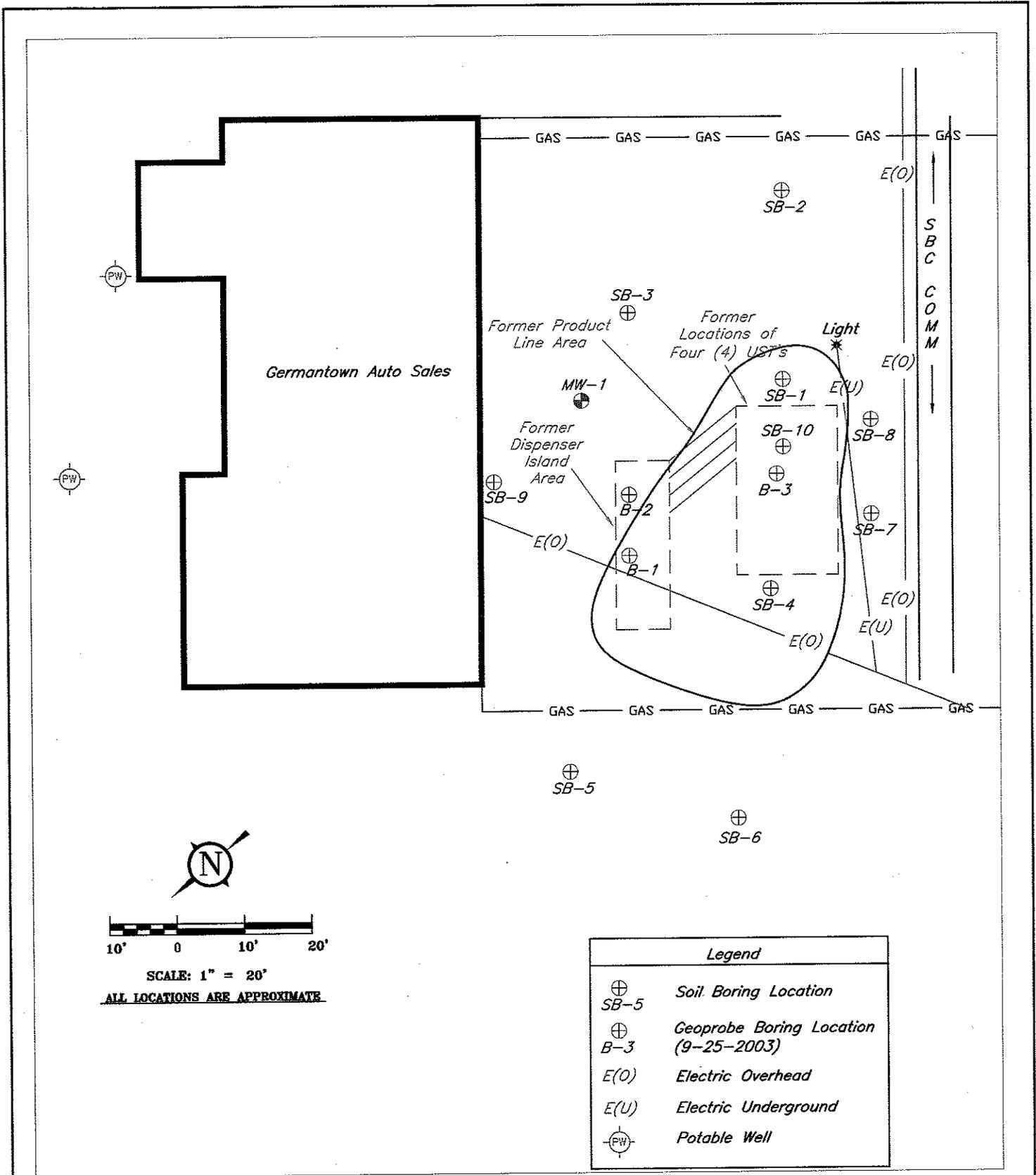


Figure 6: Approximate Limits of Petroleum Affected Soil Above NR 720 Rcl's

United Engineering Consultants, Inc.

10617 W. Oklahoma Ave., Suite L2
West Allis, WI 53227
Tel. (414) 327-8790 • FAX (414) 327-8798

03043
DRAWN BY: MED
DATE: 5/08
ID#: 03043-plot1

Germantown Auto Sales
Germantown, Wisconsin
Site Investigation

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

DOC#: 972010



Recorded
JAN. 30, 2003 AT 01:15PM
SHARON A. MARTIN
REGISTER OF DEEDS
WASHINGTON COUNTY, WI
Fee Amount: \$15.00
Transfer fee: \$495.00

Document Number

CONTRACT, by and between **Frederick E. Gierach and Kenneth Roskopf (a/k/a Kenneth C. Roskopf)**, ("Vendor", whether one or more) and **Germantown Auto Sales, LLC**, ("Purchaser", whether one or more). Vendor sells and agrees to convey to Purchaser, upon the prompt and full performance of this contract by Purchaser, the following property, together with the rents, profits, fixtures and other appurtenant interests (all called the "Property"), in **Washington County, State of Wisconsin**:

153

SEE EXHIBIT "A" - ATTACHED

(For information only: W161 N11788-11792 Fond du Lac Avenue, Germantown)

Recording Area
Name and Return Address

W. C. Yellin
20711 Watertown Rd. Suite - A
Waukesha, Wisconsin 53186

TRANSFER
\$ 495.00
FEE

GTNV 221 991
(Parcel Identification Number)

THIS SALE IS MADE "AS IS" AND PURCHASER ASSUMES ALL RISKS AS TO THE CONDITION OF THE SUBJECT PREMISES

The representations of the parties contained in the offer to purchase dated January 6, 2003, including -but not limited to- items 1 through 7 of Addendum "A", appended thereto, survive the closing, and are made a part hereof, by reference.

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

Purchaser agrees to purchase the Property and to pay to Vendor at Milwaukee, Wisconsin the sum of \$ 165,000.00 in the following manner: (a) \$ 20,000.00 at the execution of this Contract; and (b) the balance of \$ 145,000.00, together with interest from date hereof on the balance outstanding from time to time at the rate of 7.0 % (SEVEN) percent per annum until paid in full, as follows:

Purchaser shall make Equal consecutive monthly Principal and interest payments, each in the amount of \$ 1683.57 commencing on the 10th Day of **February, 2003**; and continuing on the same day of each month thereafter. On or before **July 31, 2003**, Purchaser shall make an additional \$10,000.00 payment on principal; and upon such payment, the balance due hereon, and the monthly payment due hereon shall be recalculated, so that the entire principal and interest balance due hereon shall be paid in full by the maturity date.

Provided, however, the entire outstanding balance shall be paid in full on or before the 9th day of **January, 2013**. (the maturity date).

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

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

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

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

Purchaser states that Purchaser is satisfied with the title as shown by the title evidence submitted to Purchaser for examination except: **NONE**

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

Purchaser shall be entitled to take possession of the Property on **The Date of this Closing, Subject to rights of tenants in possession.**

*Cross out one.

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

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

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

Vendor agrees that in case the purchase price with interest and other moneys shall be fully paid and all conditions shall be fully performed at the times and in the manner above specified, Vendor will on demand, execute and deliver to the Purchaser, a Warranty Deed, in fee simple, of the Property, free and clear of all liens and encumbrances, except any liens or encumbrances created by the act or default of Purchaser, and except taxes for the year 2001, and subsequent years, all matters arising through acts and omissions of the purchaser, and Municipal ordinances and restrictions, and easements, encumbrances, and restrictions of record.

Purchaser agrees that time is of the essence and (a) in the event of a default in the payment of any principal or interest which continues for a period of 30 days following the specified due date or (b) in the event of a default in performance of any other obligation of Purchaser which continues for a period of 30 days following written notice thereof by Vendor (delivered personally or mailed by certified mail), then the entire outstanding balance under this Contract shall become immediately due and payable in full, at Vendor's option and without notice (which Purchaser hereby waives), and Vendor shall also have the following rights and remedies (subject to any limitations provided by law) in addition to those provided by law or in equity: (i) Vendor may, at his option, terminate this Contract and Purchaser's rights, title and interest in the Property and recover the Property back through strict foreclosure with any equity of redemption to be conditioned upon Purchaser's full payment of the entire outstanding balance, with interest thereon from the date of default at the rate in effect on such date and other amounts due hereunder (in which event all amounts previously paid by Purchaser shall be forfeited as liquidated damages for failure to fulfill this Contract and as rental for the Property if purchaser fails to redeem); or (ii) Vendor may sue for specific performance of this Contract to compel immediate and full payment of the entire outstanding balance, with interest thereon at the rate in effect on the date of default and other amounts due hereunder, in which event the Property shall be auctioned at judicial sale and Purchaser shall be liable for any deficiency; or (iii) Vendor may sue at law for the entire unpaid purchase price or any portion thereof; or (iv) Vendor may declare this Contract at an end and remove this Contract as a cloud on title in a quiet-title action if the equitable interest of Purchaser is insignificant; and (v) Vendor may have Purchaser ejected from possession of the Property and have a receiver appointed to collect any rents, issues or profits during the pendency of any action under (i), (ii) or (iv) above. Notwithstanding any oral or written statements or actions of Vendor, an election of any of the foregoing remedies shall only be binding upon Vendor if and when pursued in litigation and all costs and expenses including reasonable attorneys fees of Vendor incurred to enforce any remedy hereunder (whether abated or not) to the extent not prohibited by law and expenses of title evidence shall be added to principal and paid by Purchaser, as incurred, and shall be included in any judgment.

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

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

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

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

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

Dated this ___ day of January, 2003.

GERMANTOWN AUTO SALES, LLC (Purchaser)
by [Signature] (SEAL)
Yassin Husrin, Authorized Member

[Signature] (SEAL)
Frederick E. Gierach (Vendor)

[Signature] (SEAL)
Kenneth Roskopf a/k/a Kenneth C. Roskopf (Vendor)

AUTHENTICATION

ACKNOWLEDGMENT

Signature(s) _____

authenticated this ___ day of _____, _____

* _____

STATE OF WISCONSIN)

MILWAUKEE COUNTY)

Personally came before me this 10th day of JAN. 2003, the above named YASSIN HUSRIN, FREDERICK E. GIERACH to me known to be the person(s) who executed the foregoing instrument and acknowledge the same. And Kenneth Roskopf

* MARK GOLDNER
Notary Public, State of Wisconsin
My Commission is permanent (if not, state expiration date: _____)



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

THIS INSTRUMENT WAS DRAFTED BY
W. C. Yellin - Attorney at Law

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

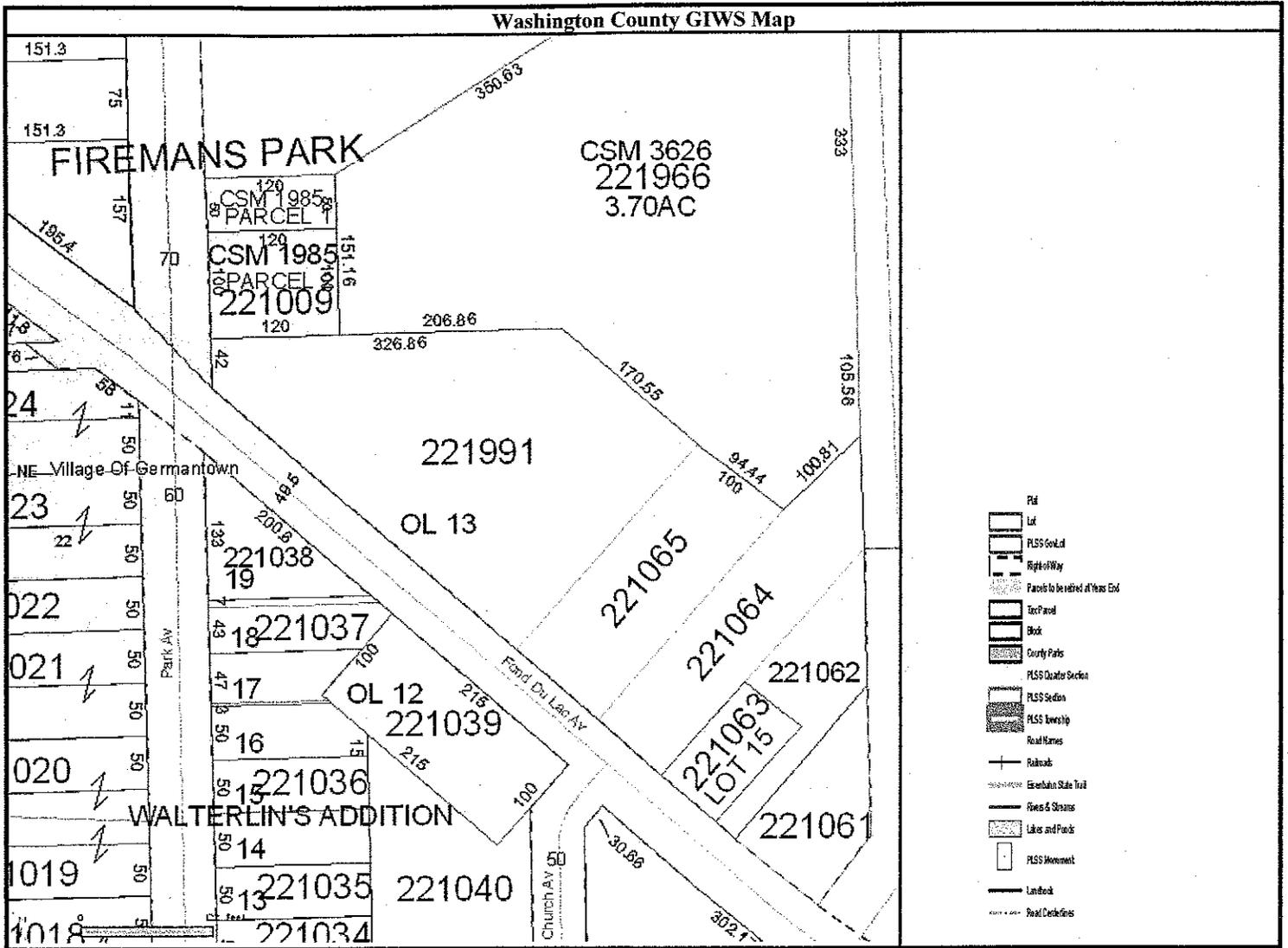
*Names of persons signing in any capacity should be typed or printed below their signatures.

Exhibit "A"

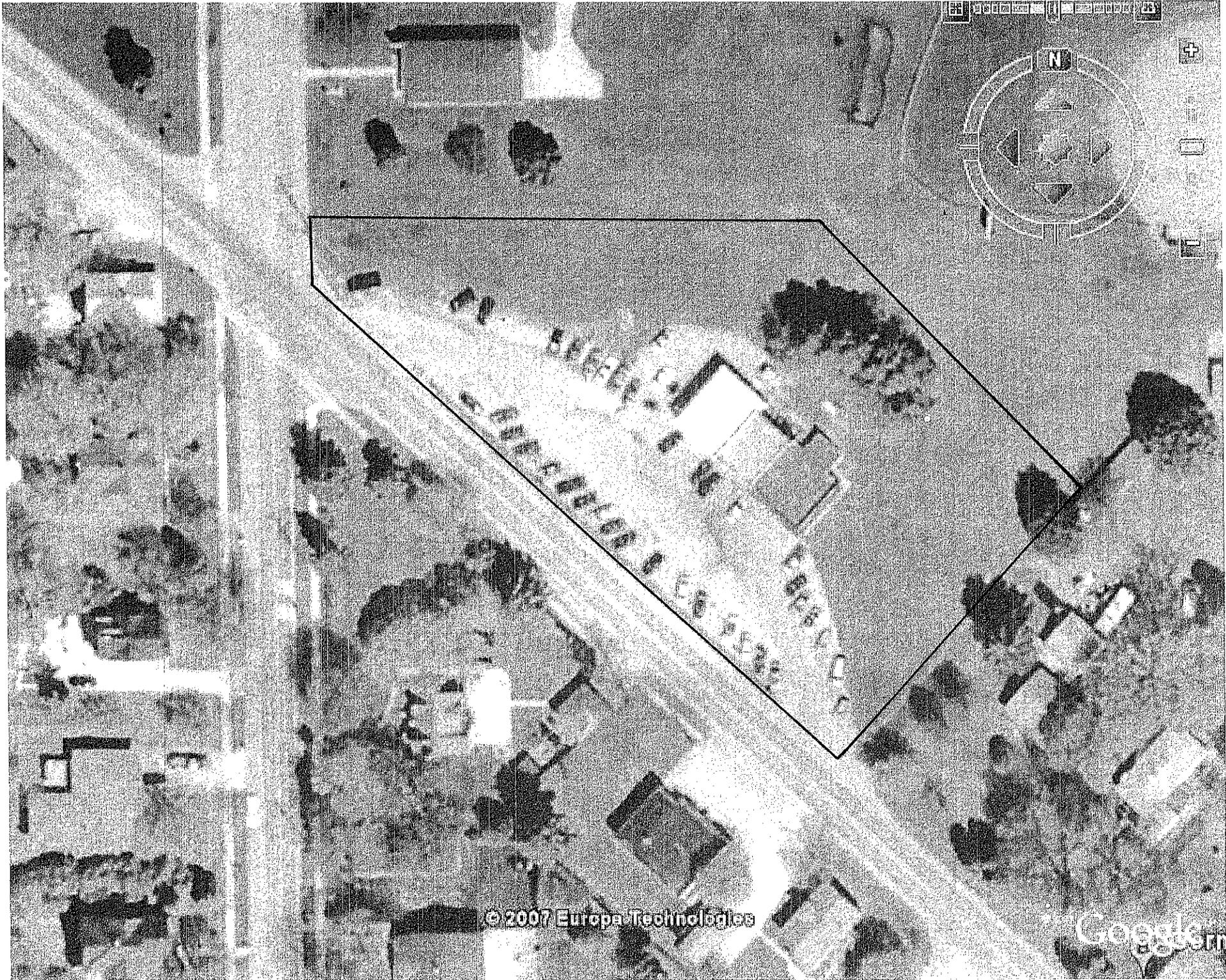
That part of Out Lot Thirteen (13) of ASSESSOR'S PLAT, Village of Germantown, Southwest 1/4 Northeast 1/4, Section 22, Township 9 North of Range 20 East, Washington County, Wisconsin, described as follows, viz:

Commencing at the northeast corner of the SW 1/4 of the NE 1/4 of said Section 22; thence South 89 degrees 29 minutes West, 273.95 feet to the place of beginning of this description; thence South 89 degrees 29 minutes West, 328.65 feet to the east line of Park Avenue (formerly known as Broadway Street); thence South along the east line of Park Avenue, 77.55 feet to the centerline of S.T.H. "145" (formerly known as U.S.H. "45"); thence South 47 degrees 56 minutes East along said centerline, 363.9 feet; thence North 42 degrees 04 minutes East, 279.8 feet; thence North 47 degrees 56 minutes West, 174.65 feet to the place of beginning.

(Tax Key No. GTNV 221 991).



**Disclaimer: This map is not guaranteed to be accurate, correct, current, or complete and conclusions drawn are the responsibility of the user.



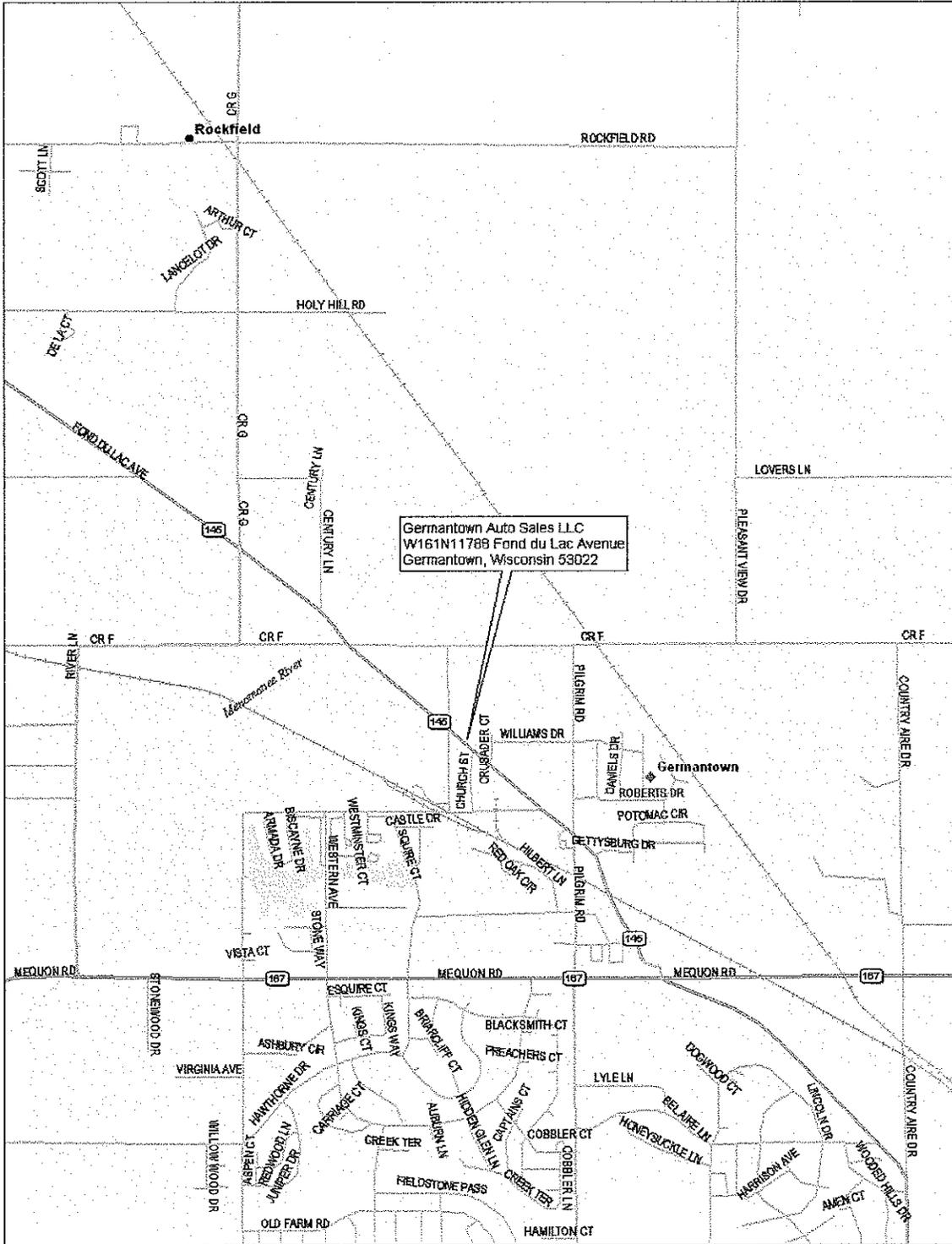
© 2007 Europa Technologies

Google Earth

FIGURE 2 SITE LOCATION MAP



Street Atlas USA® 2006



Data use subject to license.

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www.delorme.com



Data Zoom 13-0

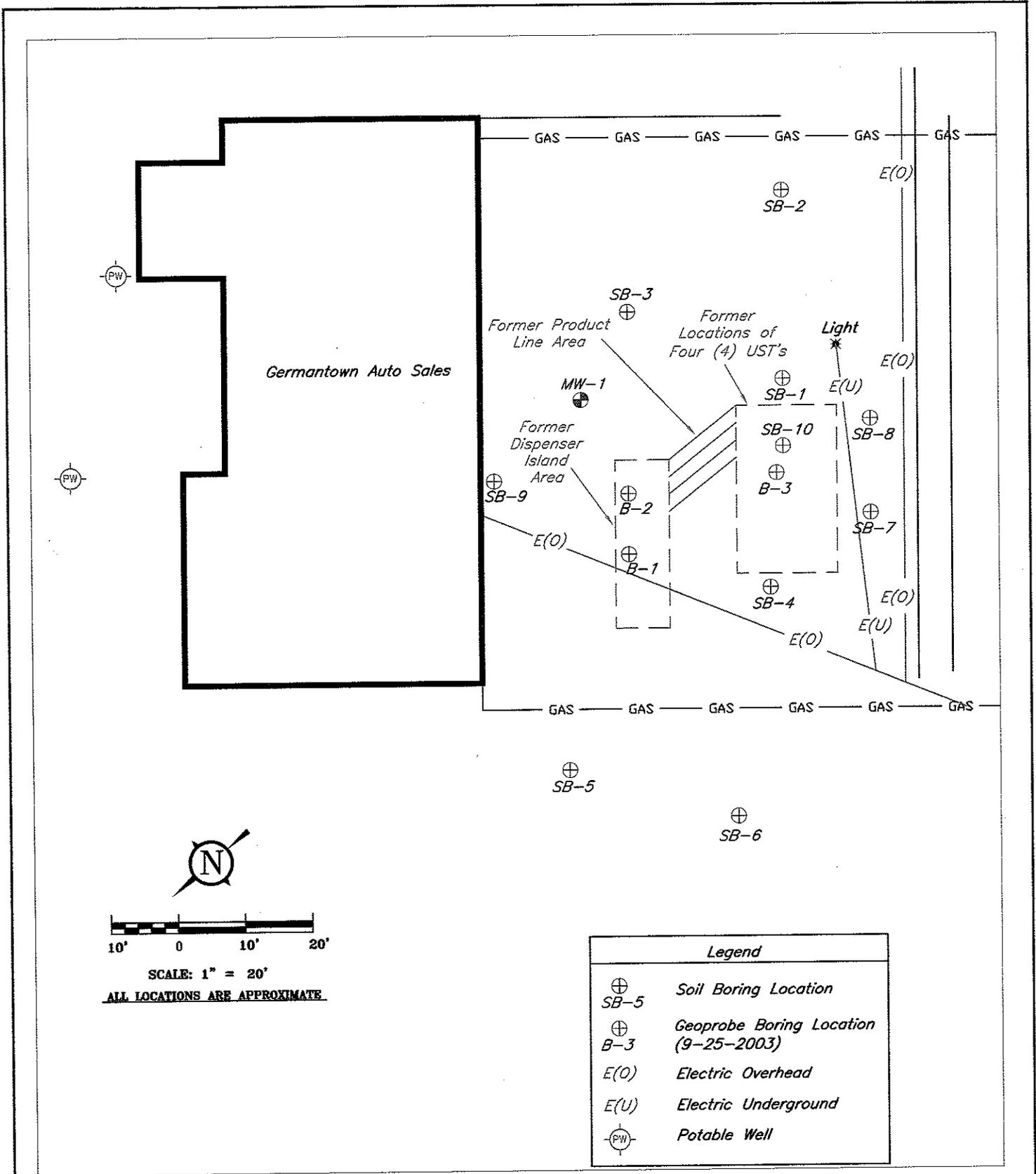


Figure 3: Soil Boring and Monitoring Well Location Map

United Engineering Consultants, Inc.

10617 W. Enklahoma Ave., Suite L2
 West Allis, WI 53227
 Tel: (414) 327-8730 x FAX (414) 327-8732

09043
 DRAWN BY: MLD
 DATE: 5/08
 ID#: 09043-plot1

Germantown Auto Sales
 Germantown, Wisconsin
 Site Investigation

Soil Analytical Summary
 Germantown Auto Sales
 Germantown, Wisconsin

Boring No.			SB-1	SB-1	SB-2	SB-2	SB-3	SB-3	SB-4
Depth (ft. bgs)			6 to 8	8 to 10	5 to 7	7 to 9	5 to 7	7 to 9	7 to 9
Analyte	Units	RCL							
GRO	mg/kg	250/10*	360	850	<5.7	<5.7	<6.4	<6.5	24
DRO	mg/kg	250/10	200	340	<5.7	<5.7	<6.4	7.9	<5.9
Metals (Method 8010B)									
Lead	mg/kg	500/50	6.4	8	5.4	3.7	10	11	4.2
Petroleum Volatile Organic Compounds (Method 8021B)									
Benzene	µg/kg	5.5	<560	<270	<29	<29	<32	<32	<29
Ethylbenzene	µg/kg	2900	4600	12000	<29	<29	<32	<32	<29
Methyl tert-butyl ether	µg/kg	NE	<560	<270	<29	<29	<32	<32	<29
Toluene	µg/kg	1500	<560	<270	<29	<29	<32	<32	<29
1,2,4-Trimethylbenzene	µg/kg	NE	18000	49000	<29	<29	<32	<32	350
1,3,5-Trimethylbenzene	µg/kg	NE	5200	15000	<29	<29	<32	<32	<29
Xylenes (Total)	µg/kg	4100	16000	45000	<86	<86	<95	<97	<88

Notes:

- DRO Diesel range organic compounds
- GRO Gasoline range organic compounds
- mg/kg milligrams per kilogram (dry weight)
- µg/mg micrograms per kilogram
- RCL residual contaminant level
- ND Not detected
- NE Not Established
- * RCL dependent on soil permeability

Bold and italicized values indicate detectable concentration above laboratory method detection limit
 Bold and shaded values indicate regulatory exceedance

Soil Analytical Summary
 Germantown Auto Sales
 Germantown, Wisconsin

Boring No.			SB-4	SB-5	SB-5	SB-6	SB-6	SB-7	SB-7
Depth (ft. bgs)			9 to 11	7 to 9	9 to 11	4 to 6	7 to 9	4 to 6	8.5 to 9.5
Analyte	Units	RCL							
GRO	mg/kg	250/100*	210	<5.8	<6.1	<7.0	<5.9	<5.8	<5.4
DRO	mg/kg	250/100	63	<5.8	<5.5	-	-	-	-
Metals (Method 6010B)									
Lead	mg/kg	500/50	3.9	5.1	2.3	12	7.2	7.6	<4.3
Petroleum Volatile Organic Compounds (Method 8021B)									
Benzene	µg/kg	5.5	<290	<29	<5.5	<35	<30	<29	<27
Ethylbenzene	µg/kg	2900	1800	<29	<6.1	<35	<30	<29	<27
Methyl tert-butyl ether	µg/kg	NE	<290	<29	<30	<35	<30	<29	<27
Toluene	µg/kg	1500	550	<29	<30	<35	<30	<29	<27
1,2,4-Trimethylbenzene	µg/kg	NE	6300	<29	<30	<35	<30	<29	<27
1,3,5-Trimethylbenzene	µg/kg	NE	2200	<29	<30	<35	<30	<29	<27
Xylenes (Total)	µg/kg	4100	6500	<87	<91	<100	<89	<88	<81

Notes:

- DRO Diesel range organic compounds
 - GRO Gasoline range organic compounds
 - mg/kg milligrams per kilogram (dry weight)
 - µg/kg micrograms per kilogram
 - RCL residual contaminant level
 - ND Not detected
 - NE Not Established
 - * RCL dependent on soil permeability
- Bold and italicized values indicate detectable concentration above laboratory method detection limit
 Bold and shaded values indicate regulatory exceedance

Soil Analytical Summary
 Germantown Auto Sales
 Germantown, Wisconsin

Boring No.			SB-8	SB-8	SB-9	SB-9	SB-10
Depth (ft. bgs)			4 to 5	7 to 8	4 to 8	8 to 12	0 to 4
Analyte	Units	RCL					
GRO	mg/kg	250/10*	<6.1	<5.4	<6.0	<5.8	<6.4
DRO	mg/kg	250/10	-	-	40	8.2	<6.1
Metals (Method 6010B)							
Lead	mg/kg	500/50	3.9	5.1	15	9.1	14
Petroleum Volatile Organic Compounds (Method 8021B)							
Benzene	µg/kg	5.5	<30	<27	<30	<29	<32
Ethylbenzene	µg/kg	2900	<30	<27	<30	<29	<32
Methyl tert-butyl ether	µg/kg	NE	<30	<27	<30	<29	<32
Toluene	µg/kg	1500	<30	<27	<30	<29	<32
1,2,4-Trimethylbenzene	µg/kg	NE	<30	<27	<30	<29	<32
1,3,5-Trimethylbenzene	µg/kg	NE	<30	<27	<30	<29	<32
Xylenes (Total)	µg/kg	4100	<91	<81	<90	<87	<96

Notes:

- DRO Diesel range organic compounds
- GRO Gasoline range organic compounds
- mg/kg milligrams per kilogram (dry weight)
- µg/mg micrograms per kilogram
- RCL residual contaminant level
- ND Not detected
- NE Not Established
- * RCL dependent on soil permeability

Bold and italicized values indicate detectable concentration above laboratory method detection limit
 Bold and shaded values indicate regulatory exceedance

Soil Analytical Summary
 Germantown Auto Sales
 Germantown, Wisconsin

Boring No.			B-1	B-2	B-3
Depth (ft. bgs)			2.5	6.5	10
Analyte	Units	RCL			
GRO	mg/kg	250/100*	6400	18.6	389
DRO	mg/kg	250/100	4060	12.7	68
Metals (Method 6010B)					
Lead	mg/kg	500/50	-	-	-
Petroleum Volatile Organic Compounds (Method 8021B)					
Benzene	µg/kg	5.5	ND	ND	718
Ethylbenzene	µg/kg	2900	19000	90.5	5860
Methyl tert-butyl ether	µg/kg	NE	ND	ND	290
Toluene	µg/kg	1500	5880	ND	2560
1,2,4-Trimethylbenzene	µg/kg	NE	311000	304	24500
1,3,5-Trimethylbenzene	µg/kg	NE	141000	66.6	8710
Xylenes (Total)	µg/kg	4100	215000	265	25400

Notes:

- DRO Diesel range organic compounds
- GRO Gasoline range organic compounds
- mg/kg milligrams per kilogram (dry weight)
- µg/kg micrograms per kilogram
- RCL residual contaminant level
- ND Not detected
- NE Not Established
- * RCL dependent on soil permeability

Bold and italicized values indicate detectable concentration above laboratory method detection limit
 Bold and shaded values indicate regulatory exceedance

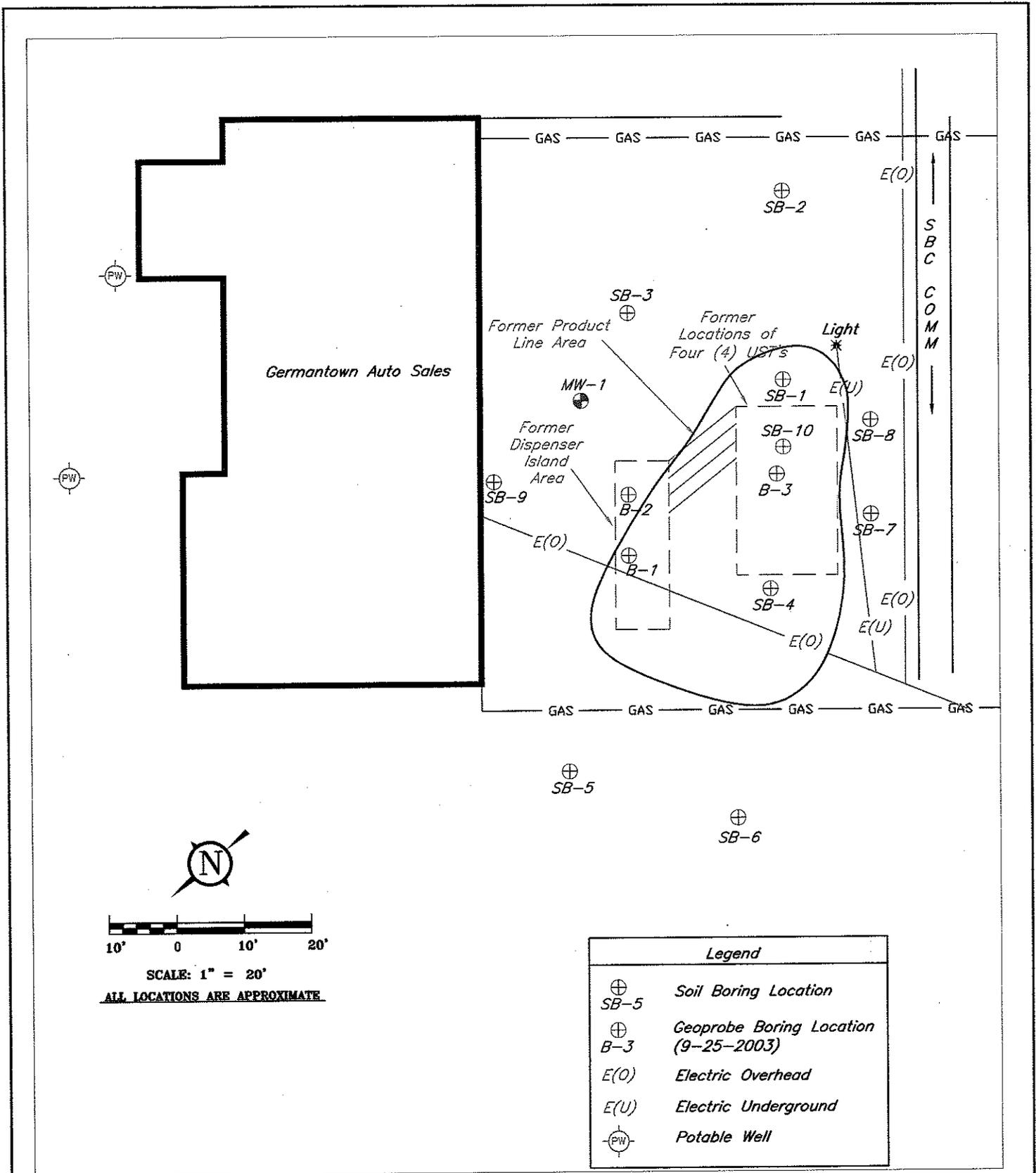


Figure 6: Approximate Limits of Petroleum Affected Soil Above NR 720 Rcl's

United Engineering Consultants, Inc.

10517 W. Oklahoma Ave., Suite L2
West Allis, WI 53227
Tel. (414) 327-8790 • FAX (414) 327-8792

03043
DRAWN BY: MLD
DATE: 5/03
ID#: 03043-plot1

Germantown Auto Sales
Germantown, Wisconsin
Site Investigation

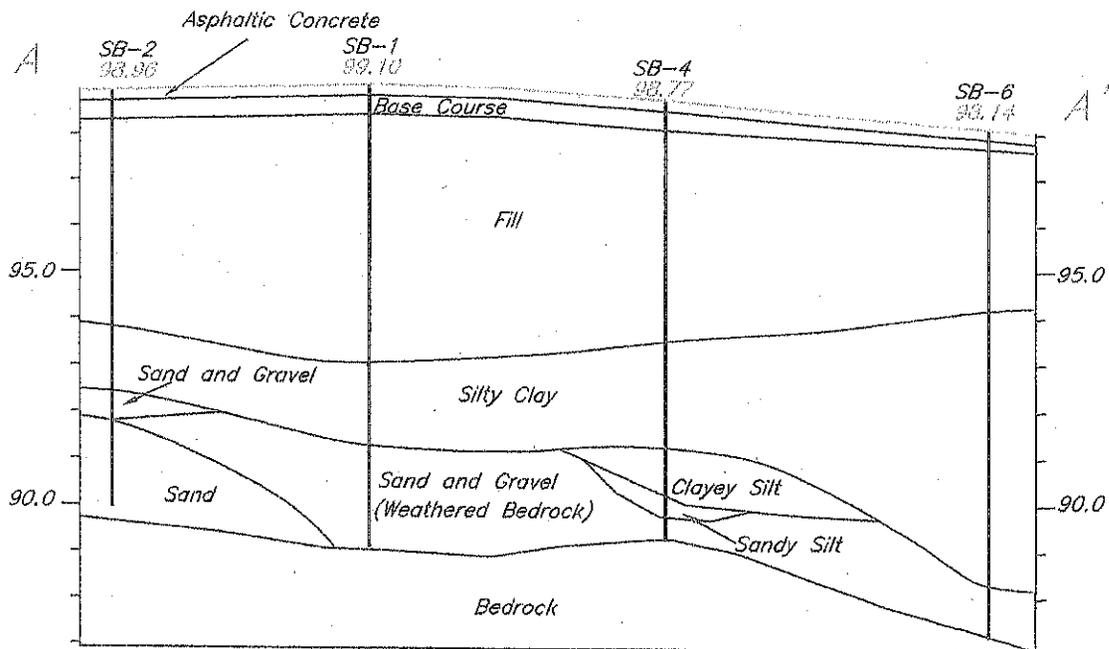
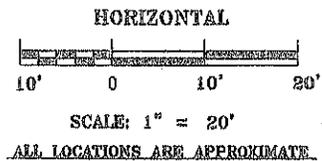
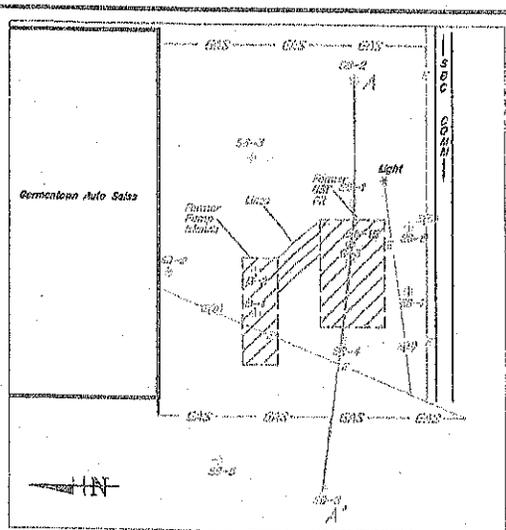


Figure 4: Subsurface Cross Section A-A'

*United Engineering
Consultants, Inc.*

Germantown Auto Sales
 2000 ...
 ...

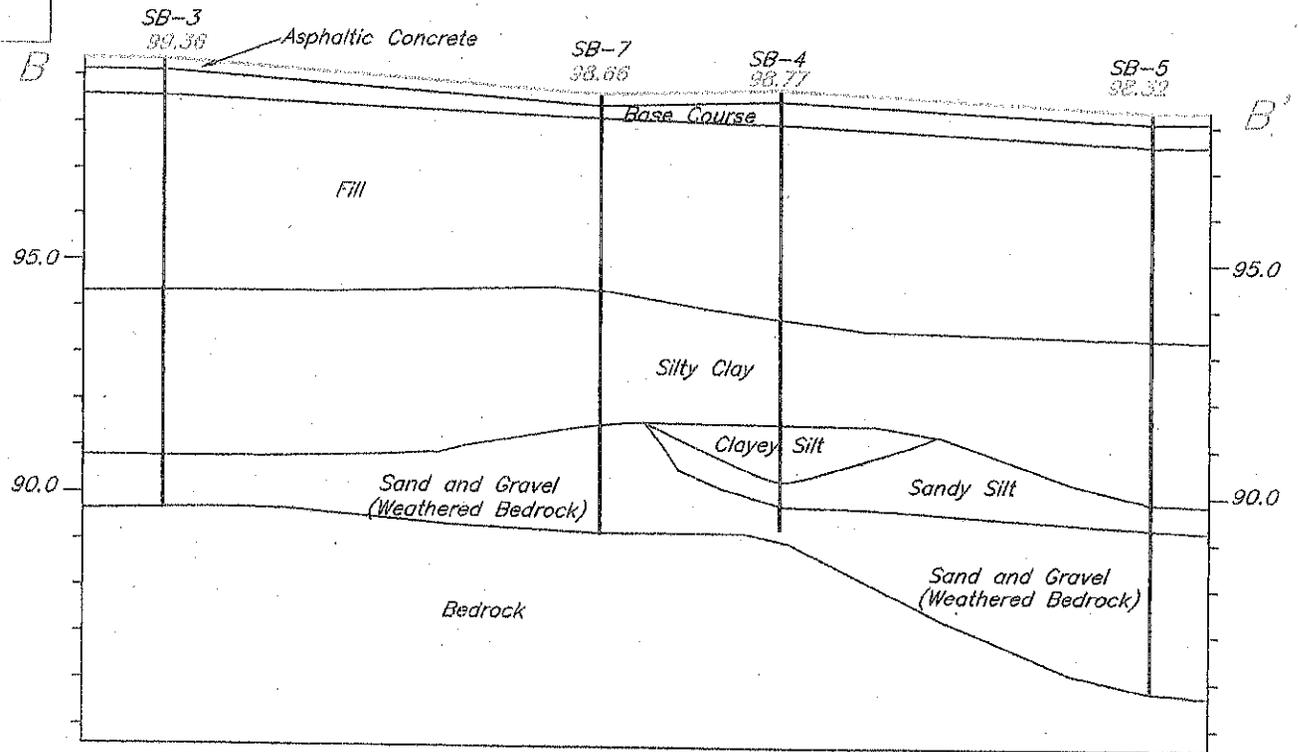
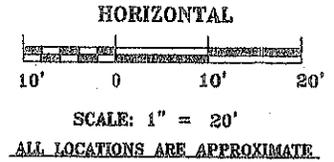
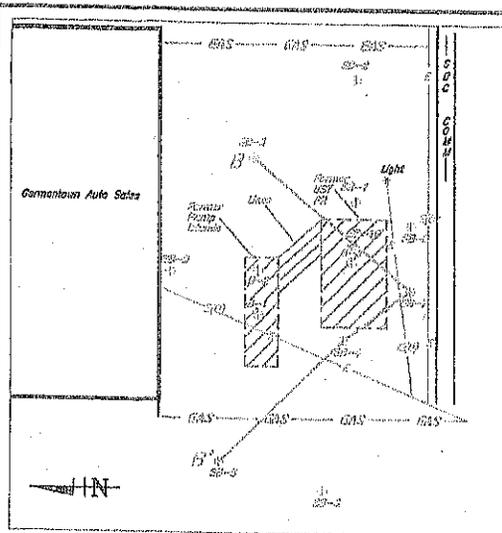


Figure 5: Subsurface Cross Section B-B'

United Engineering
Consultants, Inc.

Germantown Auto Sales
 1111 Germantown Road
 Germantown, Pennsylvania

January 26, 2007

Wisconsin Department of Commerce
Bureau of PECFA
PO Box 8044
Madison, Wisconsin 53708

To Whom It May Concern:

To the best of my knowledge, the legal description in the attached Deed and Plat of Survey are complete and accurate for the property located at W161N11788 Fond du Lac Avenue in Germantown, Wisconsin.

Sincerely,

A handwritten signature in black ink, appearing to be 'J. Hussein', written over a horizontal line.

Mr. Joseph Hussein