GIS REGISTRY COVER SHEET
Commerce Case Closure

Source Property Information

Closure Date:	August 27, 2008
BRRTS #:	03-68-261303 and 03-68-001537
Commerce #:	53146-2201-00-A, B and C
Site Name:	Hometown, Inc.
Street Address:	17200 W. Cleveland Ave
City:	New Berlin

Source Property GPS Coordinates: **X = 672561** **Y = 281887**
(*Coordinates in WTM83, NAD83 (1991)*)

GPS Coordinates Represent

[ ] Approximate Center of Contaminant Source [x] Approximate Source Parcel Center

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Please check as appropriate: (BRRTS Action Code)

Contaminated Media

[x] **Groundwater Contamination >Enforcement Standard** (236)

[ ] Groundwater Contamination in Right-of-Way

[x] Off-Source Groundwater Contamination
(See list of impacted off-source properties below)

[x] **Soil Contamination >Residual Contaminant Levels (RCLs), Site-Specific RCLs (SSRCLs) or Direct Contact <4 feet** (232)

[ ] Soil Contamination in Right-of-Way

[ ] Off-Source Soil Contamination
(See attached list of impacted off-source properties)

Land Use Controls

[ ] Soil: maintain industrial zoning (220)

[ ] Structural Impediment (224)

[X] Site-Specific Condition (228) – missing wells

[ ] Cover or Barrier (222)

[ ] Vapor Mitigation (226)

[ ] Maintain Liability Exemption (230)
(For local government or economic development corporation)

Monitoring wells properly abandoned? (234) Also missing some wells – MW-5, 8, and 13

[ ] Yes [X] No

Groundwater contamination impacted the following off source properties:

1. 17300 W. Cleveland Avenue
2. 2675 – 2751 S. Calhoun Rd.

State of Wisconsin
Department of Natural Resources
http://dnr.wi.gov

GIS Registry Checklist

Form 4400-245 (R 4/08)

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

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

BRRTS #: 03-68-001537 and 03-68-261303 PARCEL ID #: 1188999

ACTIVITY NAME: Hometown, Inc. WTM COORDINATES: X: 672561 Y: 281887

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

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

SOURCE LEGAL DOCUMENTS

- [X] **Deed:** The most recent deed as well as legal descriptions, for the **Source Property** (where the contamination originated). Deeds for other, off-source (off-site) properties are located in the **Notification** section.
  Note: *If a property has been purchased with a land contract and the purchaser has not yet received a deed, a copy of the land contract which includes the legal description shall be submitted instead of the most recent deed. If the property has been inherited, written documentation of the property transfer should be submitted along with the most recent deed.*
- [ ] **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:** NA
- [X] **Signed Statement:** A statement signed by the Responsible Party (RP), which states that he or she believes that the attached legal description accurately describes the correct contaminated property.

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

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

- [X] **Location Map:** A map outlining all properties within the contaminated site boundaries on a U.S.G.S. topographic map or plat map in sufficient detail to permit easy location of all parcels. If groundwater standards are exceeded, include the location of all potable wells within 1200 feet of the site.
  Note: *Due to security reasons municipal wells are not identified on GIS Packet maps. However, the locations of these municipal wells must be identified on Case Closure Request maps.*
  Figure #: 1 **Title:** Site Location Map
- [X] **Detailed Site Map:** A map that shows all relevant features (buildings, roads, individual property boundaries, contaminant sources, utility lines, monitoring wells and potable wells) within the contaminated area. This map is to show the location of all contaminated public streets, and highway and railroad rights-of-way in relation to the source property and in relation to the boundaries of groundwater contamination exceeding a ch. NR 140 Enforcement Standard (ES), and/or in relation to the boundaries of soil contamination exceeding a Residual Contaminant Level (RCL) or a Site Specific Residual Contaminant Levels (SSRCL) as determined under s. NR 720.09, 720.11 and 720.19.
  Figure #: 1 **Title:** Site Plan Map (submitted 12/5/2007)
- [X] **Soil Contamination Contour Map:** For sites closing with residual soil contamination, <u>this map is to show the location of all contaminated soil and a single contour</u> 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 #: 3 **Title:** Extent of Remaining RCL Exceedances in Soil (submitted 6/20/2008)

BRRTS #: 03-68-001537 and 03-68-261303 ACTIVITY NAME: 1188999

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 #: (none) **Title:** Geologic Cross Section

Figure #: **Title:**

☒ **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 #: 2 **Title:** Extent of Residual NR 140 Enforcement Standard Exceedances (5/30/2008) (submitted 6/20/2008)

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

Figure #: (none) **Title:** Groundwater Contour Map (~~5/11/2007~~ 5-30-08)

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 #: Various **Title:** Various (submitted 5/10/2007 and 2/26/2008)

☒ **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 #: 2 **Title:** Groundwater Analytical Results (submitted 6/20/2008)

☒ **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 #: 1 **Title:** Static Groundwater Elevations (submitted 6/20/2008)

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 #: A **Title:** Locations of Non-Abandoned Wells (included)

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

☒ **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). NA

For MW-13

Deed for gw contamination @ Calhoun Rd.

BRRTS #: 03-68-001537 and 03-68-261303 ACTIVITY NAME: 1188999

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: 2

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

☒ **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:

commerce.wi.gov
Wisconsin
Department of Commerce

ENVIRONMENTAL & REGULATORY SERVICES DIVISION
BUREAU OF PECFA
P.O. Box 8044
Madison, Wisconsin 53708-8044
TDD #: (800) 947-3529
Fax #: (608) 267-1381
Jim Doyle, Governor
Jack L. Fischer, A.I.A., Secretary

September 19, 2008

Don Swade
Hometown Inc
17160 W North Ave
Brookfield, WI 53005

RE: **Final Closure with Land Use Limitation for an Improperly Abandoned Monitoring Well**

Commerce # 53146-2201-00-A & B DNR BRRTS # 03-68-001537
Commerce # 53146-2201-00-C DNR BRRTS # 03-68-261303
Hometown Inc, 17200 W Cleveland Ave, New Berlin

Dear Mr. Swade:

On August 27, 2008, the Wisconsin Department of Commerce (Commerce) determined that this site does not pose a significant threat to human health the environment and, consequently, conditionally closed the site with the requirement that all monitoring wells be properly abandoned. Commerce has since been informed that three monitoring wells (monitoring wells MW-5, 8, and 13) could not be properly abandoned because they could not be located. Monitoring well MW-13 is located off-site at the 2675-2751 Calhoun Rd property.

Recent changes in state law allow Commerce to grant final closure of your site as long as the current and subsequent property owners adhere to the following limitation:

> If monitoring wells MW-5, 8 or 13 are located in the future, the well(s) must be properly abandoned in accordance with NR 141, Wis. Administrative Code, and a well abandonment form must be submitted to Commerce at the letterhead address.

Failure to adhere to this limitation may result in financial penalties from $10 to $5,000 per day in accordance with section 292.99(1), Wis. Stats. Be aware that property owners may be held liable for any contamination associated with improperly abandoned monitoring wells that create a conduit for contaminants to enter groundwater.

If the lost groundwater monitoring well is found, the then-current owner of the subject property will be required to properly abandon the well in compliance with the requirements in NR 141, Wis. Admin. Code, and to submit the required abandonment documentation to Commerce.

This site is now listed as "closed" on the Commerce database and will be included on the Department of Natural Resources (DNR) Geographic Information System (GIS) Registry of Closed Remediation Sites to address residual soil and groundwater contamination. You can review all sites on the GIS Registry via the DNR's website at http://dnr.wi.gov/org/aw/rr/gis/index.htm.

It is in your best interest to keep all documentation related to the environmental activities at your site. If it is determined that any remaining contamination poses a threat, the case may be reopened and further investigation or remediation may be required.

If you intend to construct or reconstruct a potable well on this property, you must get prior DNR approval. To obtain approval, complete Form 3300-254, GIS Registry Site Well Approval Application, and submit it to the DNR Drinking and Groundwater program's regional water supply specialist. This form can be obtained

on-line at http://www.dnr.state.wi.us/org/water/dwg/3300254.pdf or through the GIS Registry web address listed above.

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.

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 (608) 261-5401.

Sincerely,

Shawn A. Wenzel
Senior Hydrogeologist
Site Review Section

cc: Dale Armbruster, Sigma Environmental Services, Inc.

commerce.wi.gov
Wisconsin
Department of Commerce

ENVIRONMENTAL & REGULATORY SERVICES DIVISION
BUREAU OF PECFA
P.O. Box 8044
Madison, Wisconsin 53708-8044
TDD #: (608) 264-8777
Fax #: (608) 267-1381
Jim Doyle, Governor
Jack L. Fischer, A.I.A., Secretary

August 27, 2008

Don Swade
Hometown, Inc.
17160 W North Ave
Brookfield, WI 53005

RE: **Conditional Case Closure**

Commerce # 53146-2201-00-A, B DNR BRRTS # 03-68-001537
Commerce # 53146-2201-00-C DNR BRRTS # 03-68-261303
Hometown, Inc., 17200 W Cleveland Ave, New Berlin

Dear Mr. Swade:

The Wisconsin Department of Commerce (Commerce) has reviewed the request for case closure prepared by your consultant, Sigma Environmental Services, Inc. (Sigma), for the occurrences referenced above. It is understood that residual soil and groundwater contamination remains on site. 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 conditions must be satisfied to obtain final closure:

- Well abandonment of all 14 monitoring wells. Based on discussion with Sigma, one or more monitoring wells (located on and off of the property) may not be able to be properly abandoned. If one or more monitoring wells cannot be properly abandoned (e.g. lost, damaged, etc.), you will need to provide a clear and concise explanation of the efforts put forth to locate the well. A land use control will be applied to the property, and the property with the improperly abandoned or missing well(s) will be placed on the DNR GIS Registry.

- If a well that cannot be properly abandoned is located on a property that is not owned by the responsible party, you are required to send a notification to that property owner indicating that the well(s) cannot be located and/or abandoned properly. A statement should be included in the notification telling them about their responsibilities and liabilities, along with a figure(s) showing the last known location of the well(s) and a copy of the well construction report. They also need to be informed that the responsibility will be enforced even if the property ownership changes hands. A copy of the notification letter must be submitted to Commerce.

- Well abandonment forms must be submitted to Commerce.

This letter serves as your written notice of "no further action." 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 of the date of this letter will not be eligible for PECFA reimbursement.

Thank you for your efforts to protect Wisconsin's environment. If you have any questions, please contact me in writing at the letterhead address or by telephone at (608) 261-5401.

Sincerely,

Shawn A. Wenzel
Senior Hydrogeologist
Site Review Section

cc: Eric Sikora, Sigma Environmental Services, Inc.

DOCUMENT NO. 1410071

STATE BAR OF WISCONSIN FORM 1—1968
WARRANTY DEED

THIS SPACE RESERVED FOR RECORDING DATA

1410071

REGISTER'S OFFICE
WAUKESHA COUNTY, WIS. } SS
RECEIVED FOR RECORD

1987 MAR 18 PM 3 36

REEL 1868 IMAGE 0422

Gilbert Schwin
REGISTER OF DEEDS

This Deed, made between Margaret L. Moore

and Hometown, Inc., a Wisconsin corporation, Grantee,

Witnesseth, That the said Grantor, for a valuable consideration, Grantee,

conveys to Grantee the following described real estate in Waukesha County, State of Wisconsin:

Recorded by John E. Lhost
Minahan, Wisconsin, S.C.
Milwaukee, Wisconsin 53202

Tax Parcel No: 1188.981

Part of the Southeast 1/4 of Section 9, Township 6 North, Range 20 East, in the City of New Berlin, located and bounded as follows: Commencing at a point in the East line of the said 1/4 Section 121.15 feet South of the Northeast corner thereof, thence due South on the said East line 247.86 feet to a point, which point is also 52.14 feet North of the intersection of the center line of Cleveland Avenue with the East line of the said 1/4 Section, thence running South 73 degrees 31 minutes West parallel to, and 50.00 feet normally distant from the said center line 300.00 feet, thence due North 247.86 feet, thence 73 degrees 31 minutes East, 300.00 feet to the place of commencement, excepting therefrom that part thereof conveyed to the City of New Berlin by Award of Damages as recorded as Document No. 717727.

North

TRANSFER
$ 52500
FEE

This is not (is not) homestead property.

Together with all and singular the hereditaments and appurtenances thereunto belonging;
And Margaret L. Moore
warrants that the title is good, indefeasible in fee simple and free and clear of encumbrances except zoning ordinances, easements and restrictions of record, 1987 real estate taxes and outstanding special assessments for sewer and water in the approximate amount of $14,500.00
and will warrant and defend the same.

Dated this 13TH day of March, 1987

(SEAL) Margaret L Moore (SEAL)
Margaret L. Moore

(SEAL) (SEAL)

AUTHENTICATION

Signature(s) Margaret L. Moore

authenticated this 13th day of March, 1987

Edmond F. Zeisig

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

THIS INSTRUMENT WAS DRAFTED BY
Edmond F. Zeisig

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

ACKNOWLEDGMENT

STATE OF WISCONSIN } ss.
County.

Personally came before me this day of, 19 the above named

to me known to be the person who executed the foregoing instrument and acknowledge the same.

Notary Public County, Wis.
My Commission is permanent. (If not, state expiration date: , 19)

STATEMENT BY RESPONSIBLE PARTY

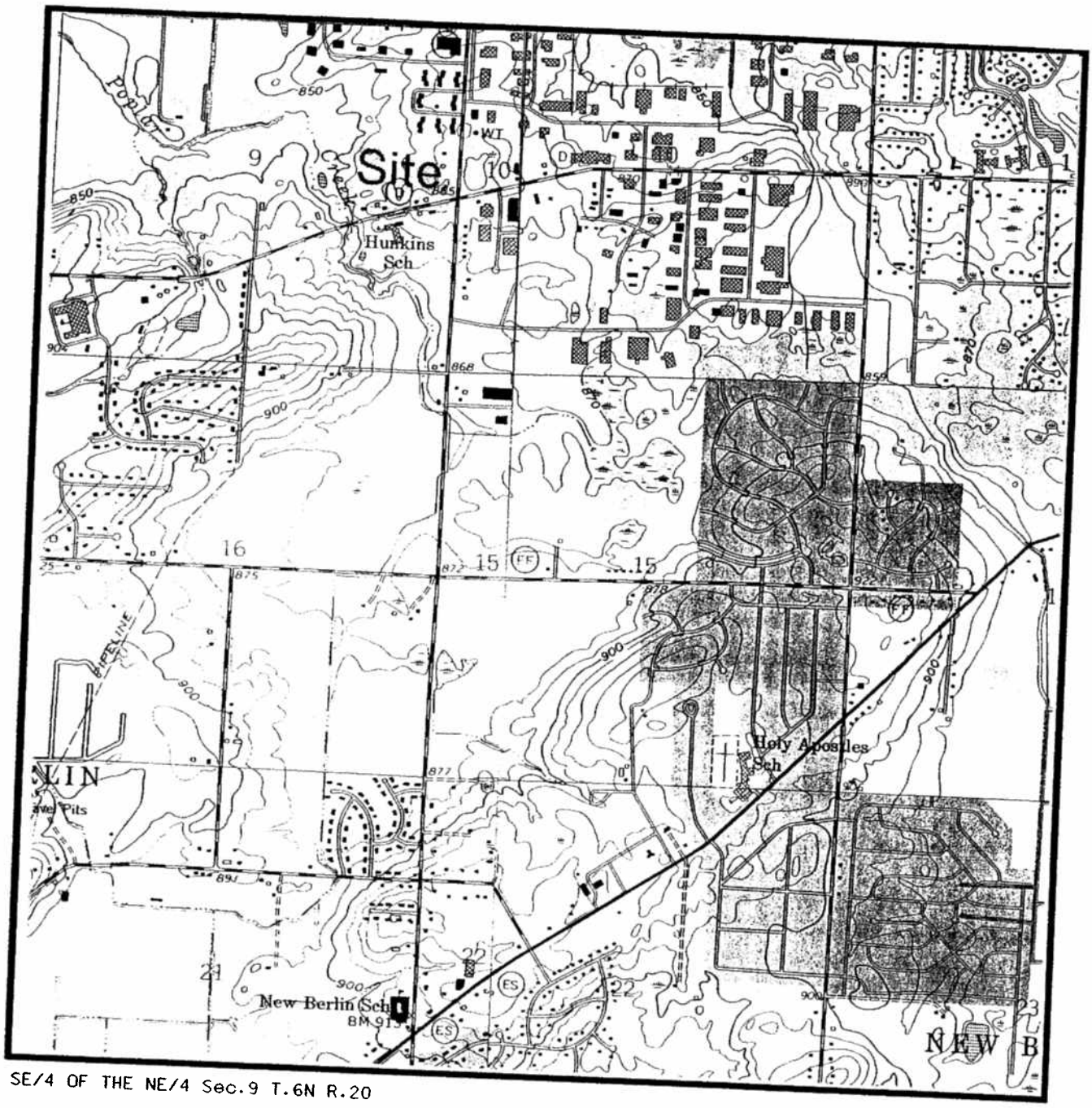
Hometown Inc., the owner of the property located at 17200 West Cleveland Avenue, New Berlin, Wisconsin, states that the legal descriptions provided to the Wisconsin Department of Natural Resources (and attached to this statement) for case file reference 03-68-001537 are complete and accurate to the best of our knowledge.

President

Signature of Representative for Responsible Party

5/4/07

Date



SE/4 OF THE NE/4 Sec.9 T.6N R.20

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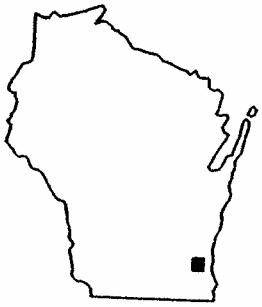
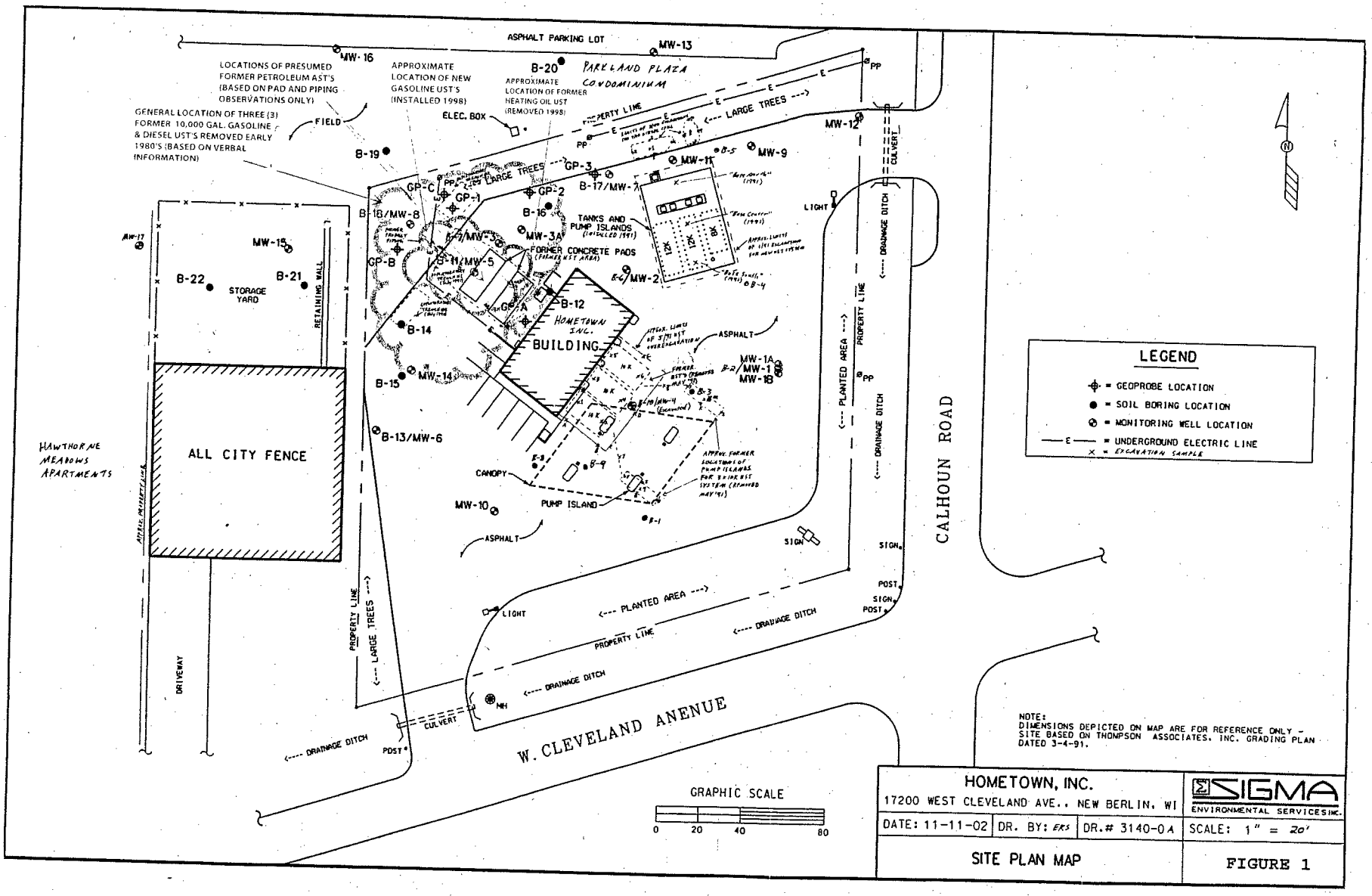
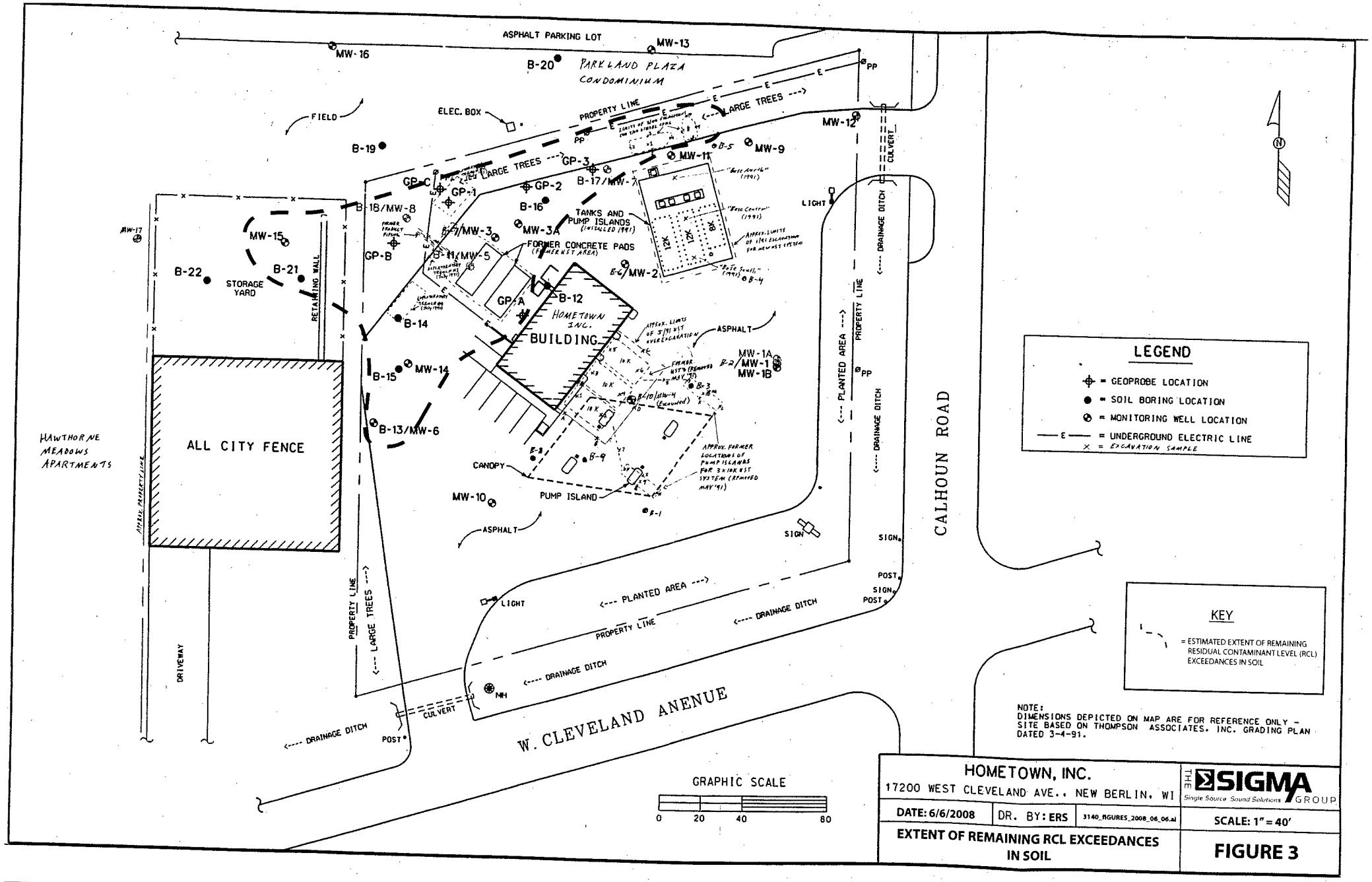


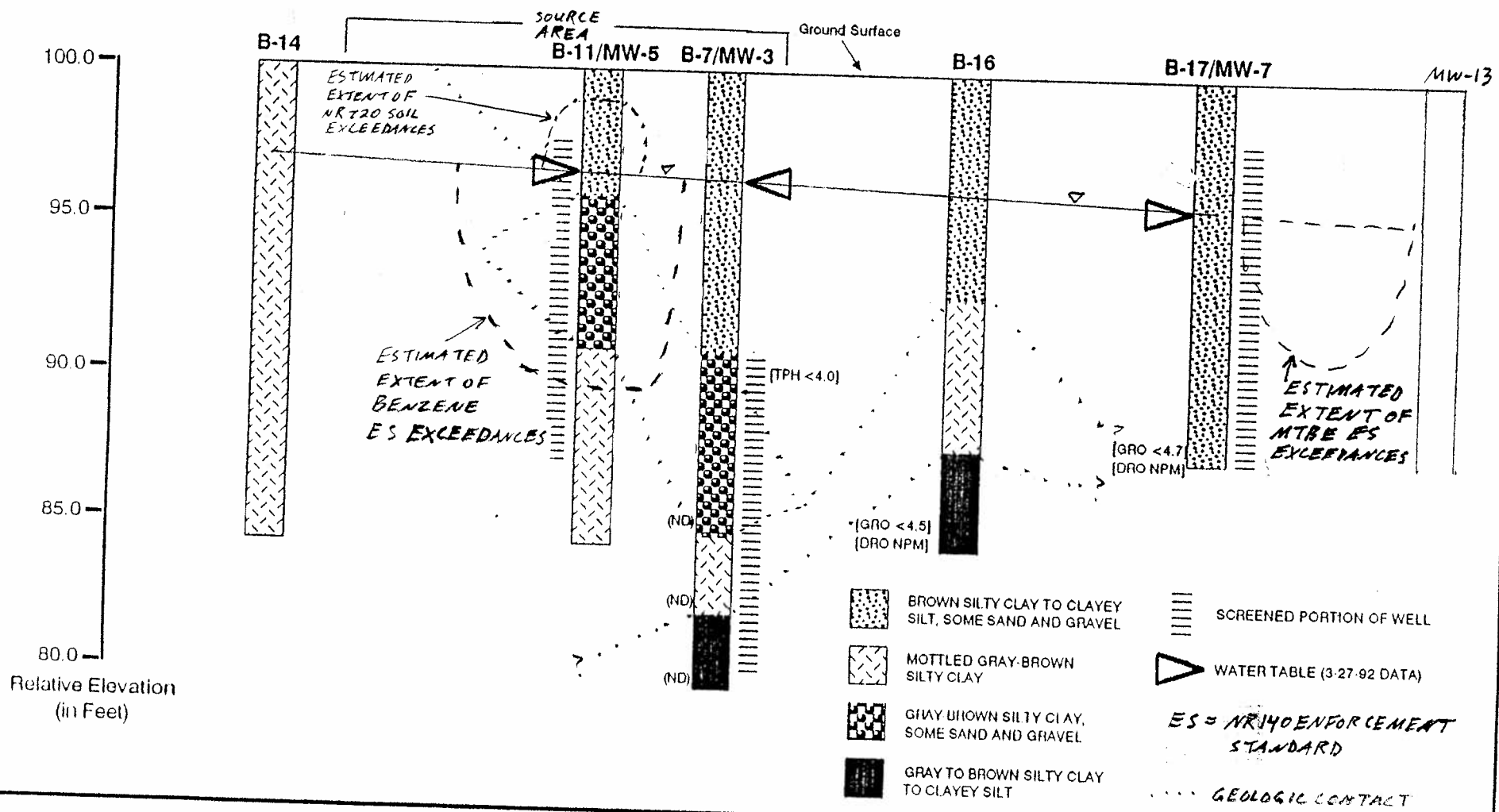
WISCONSIN

ADAPTED FROM U.S.G.S. 7.5 MINUTE SERIES, MUSKEGO, WISCONSIN QUADRANGLE DATED 1959 PHOTOREVISED 1994

HOMETOWN INC. 17200 WEST CLEVELAND AVE., WI			SIGMA ENVIRONMENTAL SERVICES INC.
DATE: 8-23-96	DR. BY: TMM	DR.# 3140-001	SCALE: SEE ABOVE
SITE LOCATION MAP			FIGURE 1


ASPHALT PARKING LOT
MW-16
MW-13
LOCATIONS OF PRESUMED FORMER PETROLEUM AST'S (BASED ON PAD AND PIPING OBSERVATIONS ONLY)
APPROXIMATE LOCATION OF NEW GASOLINE UST'S (INSTALLED 1998)
APPROXIMATE LOCATION OF FORMER HEATING OIL UST (REMOVED 1998)
B-20
PARKLAND PLAZA CONDOMINIUM
GENERAL LOCATION OF THREE (3) FORMER 10,000 GAL. GASOLINE & DIESEL UST'S REMOVED EARLY 1980'S (BASED ON VERBAL INFORMATION)
FIELD
ELEC. BOX
PROPERTY LINE
<--- LARGE TREES --->
MW-12
MW-9
MW-11
B-19
GP-3
GP-C
GP-1
GP-2
B-17/MW-7
B-16
B-18/MW-8
TANKS AND PUMP ISLANDS (INSTALLED 1991)
MW-3A
FORMER CONCRETE PADS (FORMER UST AREA)
B-7/MW-3
B-11/MW-5
GP-B
MW-2
B-6
B-12
GP-A
HOMETOWN INC.
BUILDING
B-14
B-15
MW-14
B-13/MW-6
MW-15
B-22
B-21
STORAGE YARD
RETAINING WALL
MW-17
ALL CITY FENCE
HAWTHORNE MEADOWS APARTMENTS
ASPHALT
MW-1A
MW-1
MW-1B
B-2
B-3
B-9
B-1
CANOPY
PUMP ISLAND
MW-10
ASPHALT
LIGHT
SIGN
POST
CULVERT
<--- DRAINAGE DITCH
<--- PLANTED AREA --->
PROPERTY LINE
CALHOUN ROAD
W. CLEVELAND ANENUE
DRIVEWAY
MH
CULVERT
POST
LEGEND
= GEOPROBE LOCATION
= SOIL BORING LOCATION
= MONITORING WELL LOCATION
= UNDERGROUND ELECTRIC LINE
= EXCAVATION SAMPLE
GRAPHIC SCALE
0 20 40 80
NOTE:
DIMENSIONS DEPICTED ON MAP ARE FOR REFERENCE ONLY - SITE BASED ON THOMPSON ASSOCIATES, INC. GRADING PLAN DATED 3-4-91.
HOMETOWN, INC.
17200 WEST CLEVELAND AVE., NEW BERLIN, WI
SIGMA ENVIRONMENTAL SERVICES INC.
DATE: 11-11-02
DR. BY: ERS
DR.# 3140-0A
SCALE: 1" = 20'
SITE PLAN MAP
FIGURE 1


ASPHALT PARKING LOT
MW-16
MW-13
B-20
PARKLAND PLAZA CONDOMINIUM
PP
FIELD
ELEC. BOX
PROPERTY LINE
<--- LARGE TREES --->
MW-12
B-19
MW-9
B-5
MW-11
GP-3
GP-C
GP-1
GP-2
B-17/MW-7
B-16
B-18/MW-8
TANKS AND PUMP ISLANDS (INSTALLED 1991)
MW-3A
B-7/MW-3
FORMER CONCRETE PADS (FORMER UST AREA)
B-11/MW-5
GP-B
MW-15
MW-17
B-22
B-21
STORAGE YARD
RETAINING WALL
B-6/MW-2
B-4
GP-A
B-12
HOMETOWN INC.
BUILDING
B-14
ASPHALT
MW-1A
MW-1
MW-1B
B-2
B-15
MW-14
B-3
B-13/MW-6
HAWTHORNE MEADOWS APARTMENTS
ALL CITY FENCE
CANOPY
B-8
B-9
MW-10
PUMP ISLAND
B-1
ASPHALT
SIGN
LIGHT
<--- PLANTED AREA --->
PROPERTY LINE
<--- DRAINAGE DITCH
CULVERT
CALHOUN ROAD
POST
SIGN
POST
LIGHT
<--- PLANTED AREA --->
PROPERTY LINE
<--- DRAINAGE DITCH
<--- LARGE TREES --->
DRIVEWAY
MH
CULVERT
<--- DRAINAGE DITCH
POST
W. CLEVELAND ANENUE
GRAPHIC SCALE
0 20 40 80
LEGEND
= GEOPROBE LOCATION
= SOIL BORING LOCATION
= MONITORING WELL LOCATION
= UNDERGROUND ELECTRIC LINE
X = EXCAVATION SAMPLE
KEY
= ESTIMATED EXTENT OF REMAINING RESIDUAL CONTAMINANT LEVEL (RCL) EXCEEDANCES IN SOIL
NOTE:
DIMENSIONS DEPICTED ON MAP ARE FOR REFERENCE ONLY - SITE BASED ON THOMPSON ASSOCIATES, INC. GRADING PLAN DATED 3-4-91.
HOMETOWN, INC.
17200 WEST CLEVELAND AVE., NEW BERLIN, WI
THE SIGMA GROUP
Single Source Sound Solutions
DATE: 6/6/2008
DR. BY: ERS
3140_FIGURES_2008_06_06.ai
SCALE: 1" = 40'
EXTENT OF REMAINING RCL EXCEEDANCES IN SOIL
FIGURE 3

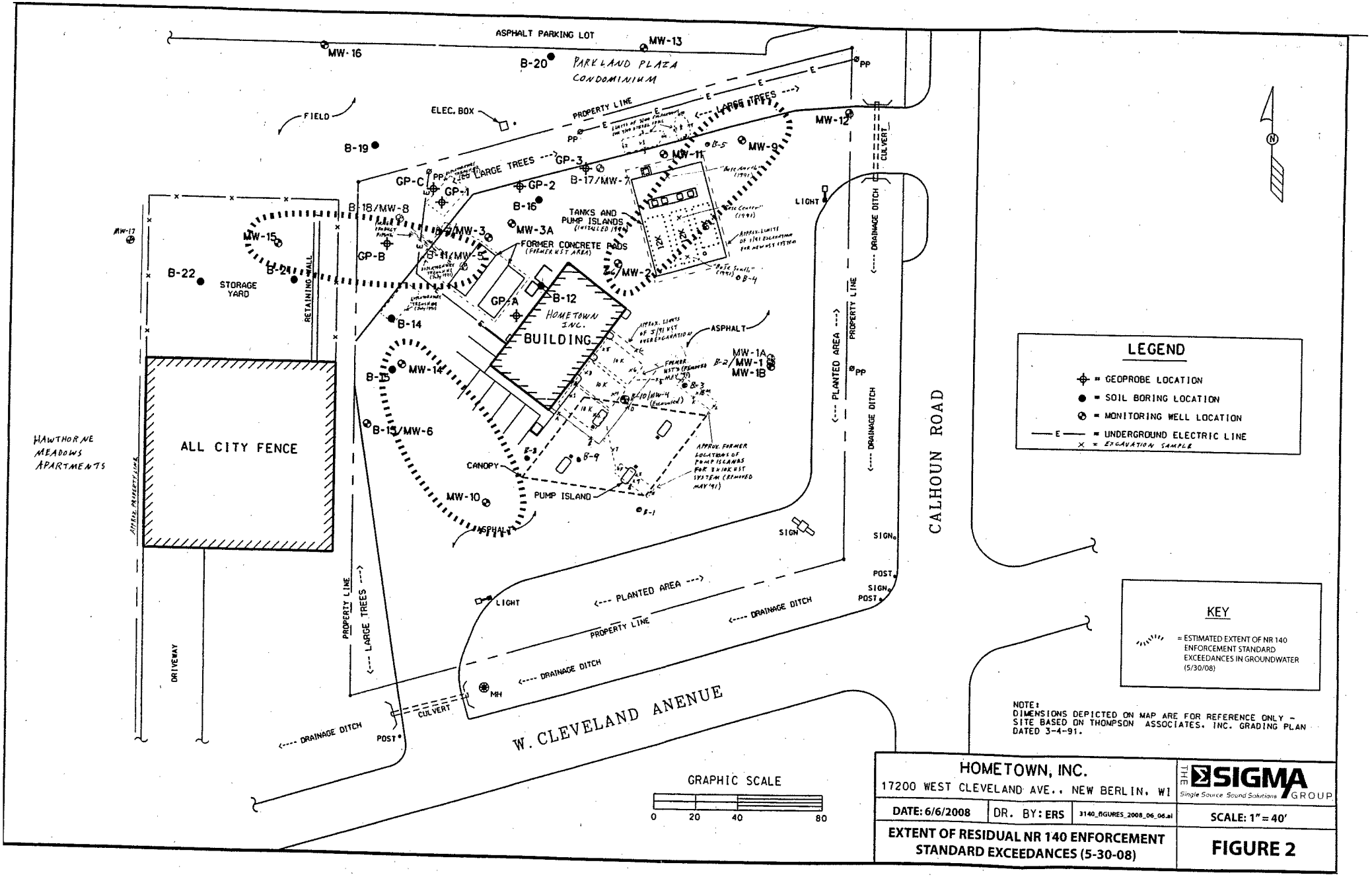


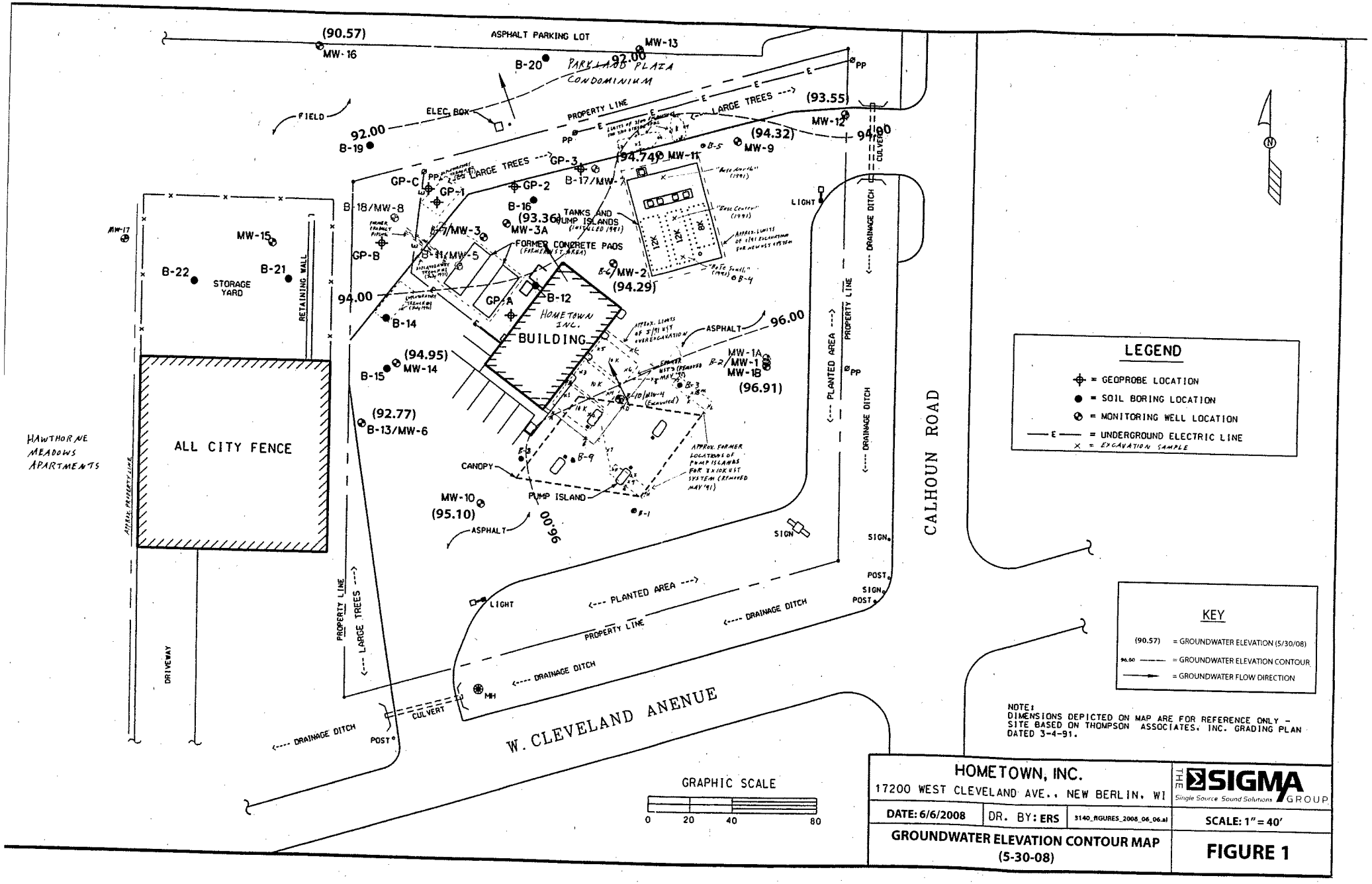
GEOLOGIC CROSS SECTION

Vertical Scale: 1" = 5'
Horizontal Scale: 1" = 20'

Hometown, Inc.
17200 W. Cleveland
New Berlin, Wisconsin

SIGMA ENVIRONMENTAL SERVICES, INC.


ASPHALT PARKING LOT
MW-16
MW-13
B-20
PARKLAND PLAZA CONDOMINIUM
FIELD
ELEC. BOX
PROPERTY LINE
<--- LARGE TREES --->
MW-12
MW-9
MW-11
B-5
B-19
GP-C
GP-1
GP-2
GP-3
B-17/MW-7
B-16
B-18/MW-8
MW-3
MW-3A
TANKS AND PUMP ISLANDS
FORMER CONCRETE PADS
MW-15
MW-17
GP-B
B-11/MW-5
B-22
B-24
STORAGE YARD
RETAINING WALL
MW-2
B-4
GP-A
B-12
HOMETOWN INC.
BUILDING
B-14
ASPHALT
MW-1A
MW-1
MW-1B
B-2
B-3
B-15
MW-14
B-15/MW-6
B-10/MW-4
B-9
B-8
CANOPY
PUMP ISLAND
MW-10
B-1
ASPHALT
HAWTHORNE MEADOWS APARTMENTS
ALL CITY FENCE
APPROX. PROPERTY LINE
DRIVEWAY
PROPERTY LINE
<--- LARGE TREES --->
LIGHT
<--- PLANTED AREA --->
PROPERTY LINE
<---- DRAINAGE DITCH
<---- DRAINAGE DITCH
CULVERT
MH
POST
<---- DRAINAGE DITCH
W. CLEVELAND ANENUE
CALHOUN ROAD
<---- PLANTED AREA --->
PROPERTY LINE
<---- DRAINAGE DITCH
<---- DRAINAGE DITCH
CULVERT
LIGHT
SIGN
SIGN
POST
SIGN
POST
LEGEND
= GEOPROBE LOCATION
= SOIL BORING LOCATION
= MONITORING WELL LOCATION
= UNDERGROUND ELECTRIC LINE
= EXCAVATION SAMPLE
KEY
= ESTIMATED EXTENT OF NR 140 ENFORCEMENT STANDARD EXCEEDANCES IN GROUNDWATER (5/30/08)
NOTE:
DIMENSIONS DEPICTED ON MAP ARE FOR REFERENCE ONLY - SITE BASED ON THOMPSON ASSOCIATES, INC. GRADING PLAN DATED 3-4-91.
GRAPHIC SCALE
0 20 40 80
HOMETOWN, INC.
17200 WEST CLEVELAND AVE., NEW BERLIN, WI
THE SIGMA GROUP
Single Source Sound Solutions
DATE: 6/6/2008
DR. BY: ERS
3140_FIGURES_2008_06_06.ai
SCALE: 1" = 40'
EXTENT OF RESIDUAL NR 140 ENFORCEMENT STANDARD EXCEEDANCES (5-30-08)
FIGURE 2



ASPHALT PARKING LOT
(90.57)
MW-16
MW-13
B-20
92.00
PARKLAND PLAZA CONDOMINIUM
FIELD
ELEC. BOX
PROPERTY LINE
LARGE TREES
(93.55)
MW-12
94.00
(94.32)
MW-9
B-19
GP-3
(94.74)
MW-11
B-5
GP-C
GP-1
GP-2
B-17/MW-7
B-18/MW-8
B-16
(93.36)
MW-3A
TANKS AND PUMP ISLANDS
FORMER CONCRETE PADS
GP-B
B-11/MW-5
B-6/MW-2
(94.29)
B-4
MW-17
MW-15
B-22
B-21
STORAGE YARD
RETAINING WALL
94.00
GP-A
B-12
HOMETOWN INC.
BUILDING
B-14
ASPHALT
96.00
(94.95)
MW-14
B-15
MW-1A
MW-1
MW-1B
(96.91)
B-2
B-3
(92.77)
B-13/MW-6
HAWTHORNE MEADOWS APARTMENTS
ALL CITY FENCE
CANOPY
B-8
B-9
PUMP ISLAND
MW-10
(95.10)
ASPHALT
96.00
B-1
SIGN
LIGHT
PLANTED AREA
DRAINAGE DITCH
CULVERT
CALHOUN ROAD
POST
DRIVEWAY
MH
W. CLEVELAND ANENUE
GRAPHIC SCALE
0
20
40
80
LEGEND
= GEOPROBE LOCATION
= SOIL BORING LOCATION
= MONITORING WELL LOCATION
= UNDERGROUND ELECTRIC LINE
= EXCAVATION SAMPLE
KEY
(90.57) = GROUNDWATER ELEVATION (5/30/08)
96.00 = GROUNDWATER ELEVATION CONTOUR
= GROUNDWATER FLOW DIRECTION
NOTE:
DIMENSIONS DEPICTED ON MAP ARE FOR REFERENCE ONLY - SITE BASED ON THOMPSON ASSOCIATES, INC. GRADING PLAN DATED 3-4-91.
HOMETOWN, INC.
17200 WEST CLEVELAND AVE., NEW BERLIN, WI
THE SIGMA GROUP
Single Source Sound Solutions
DATE: 6/6/2008
DR. BY: ERS
3140_FIGURES_2008_06_06.ai
SCALE: 1" = 40'
GROUNDWATER ELEVATION CONTOUR MAP (5-30-08)
FIGURE 1

Date 5/28/91

OVER-EXCAVATION CONFIRMATORY SAMPLE PID AND TPH LABORATORY ANALYSIS RESULTS

Sample I.D.	Location	Depth	PID Value	Laboratory Analysis Result
A	West Wall, North	8'	13	6.5
B	West Wall, South	8'	5	6.5
C	East Wall	10'	2	<4.0
D	South Wall	10'	2	<4.0
E	North Wall	10'	35	<4.0
F	Island #1 North	4'	N.D.	<4.0
G	Island #1 West	4'	N.D.	<4.0
H	Island #1 South	4'	N.D.	<4.0
I	Island #1 East	4'	N.D.	<4.0
J	Island #2 North	3'	N.D.	<4.0
K	Island #2 West	3'	N.D.	<4.0
L	Island #2 South	3'	N.D.	<4.0
M	Island #2 East	3'	N.D.	<4.0

– PID values reported in parts per million equivalents.
– Laboratory TPH results reported in parts per million.
– N.D. - No Detection
– TPH values based on similarities to Gasoline Standard.

Date 7/9/91

EXPLORATORY TRENCH PID VALUES AND ANALYSIS RESULTS

Sample ID Sample Location	Depth	PID Value	Gasoline Range Organics (GRO)	Diesel Range Organics (DRO)
Excavation #1	6'	2186	6300	1500
Excavation #1	8'	70	<4.7	<4.7
Excavation #1	10.5'	6.9	<4.6	<4.6
Excavation #2	8'	23	150	24
Excavation #3	4'	108	200	110
Excavation #3	7'	389	1300	510
Excavation #3	9'	15.2	14	11

PID values reported as parts per million equivalent.
GRO and DRO results reported as parts per million.

TABLE
SOIL ANALYTICAL QUALITY RESULTS
HOMETOWN - CLEVELAND AVENUE
17200 West Cleveland Avenue, New Berlin
Project Reference #3140

Soil Boring Identification:					B-11		B-12		B13		B-14		B-15		B-16		B-17		B-18		B-19		B-20		B-21		B-22	
Sample Depth (ft):					4.5-6	12-13.5	9.5-11	14.5-16	2-3.5	17-18.5	4.5-6	14.5-16	4.5-6	14.5-16	4.5-6	14.5-16	2-3.5	12-13.5	4.5-6	12-13.5	4.5-6	9.5-11	2-3.5	7-8.5	2-3.5	9.5-11	7-8.5	9.5-11
PID					178	15	44	11	36	13	1,350	25	30	20	1,285	8	14	6	184	22.4	19.4	17.3	18.6	17.5	1,108	27	19.5	17
Volatile Organic Compounds	**Unit**	**NR 720 RCL**	**NR 746 Table 1**	**NR 746 Table 2**	03/24/92	03/24/92	03/24/92	03/24/92	03/24/92	03/24/92	03/24/92	03/24/92	03/24/92	03/24/92	03/25/92	03/25/92	03/25/92	03/25/92	03/26/92	03/26/92	03/26/92	03/26/92	03/26/92	03/26/92	03/26/92	03/26/92	03/26/92	03/26/92
Benzene	µg/kg	5.5	8,500	1,100	**230**	**4.0**	<2.0	**3.0**	**4.0**	**6.0**	**250**	**6.0**	<2.0	**2.0**	**14**	<2.0	**910**	**2.0**	<4.0	**2.0**	<2.0	<2.0	<2.0	<2.0	**220**	<2.0	<2.0	<2.0
Bromoform	µg/kg	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Bromomethane	µg/kg	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Carbon tetrachloride	µg/kg	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Chlorobenzene	µg/kg	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Chloroethane	µg/kg	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-Chloroethylvinyl ether	µg/kg	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Chloroform	µg/kg	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Chloromethane	µg/kg	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Dibromochloromethane	µg/kg	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Dichlorodifluoromethane	µg/kg	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
1,1-Dichloroethane	µg/kg	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
1,2-Dichloroethane	µg/kg	4.9	600	540	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
1,1-Dichloroethene	µg/kg	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
trans-1,2-Dichloroethene	µg/kg	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
1,2-Dichloropropane	µg/kg	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
cis-1,3-Dichloropropane	µg/kg	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
trans-1,3-Dichloropropene	µg/kg	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Ethylbenzene	µg/kg	2,900	4,600	NS	**740**	**7.0**	**2.0**	**8.0**	**4.0**	**5.0**	**1,200**	**8.0**	**4.0**	**3.0**	**29**	**4.0**	**780**	**7.0**	**77**	**3.0**	<2.0	<2.0	<2.0	<2.0	**3,400**	**4.0**	<2.0	<2.0
Methylene chloride	µg/kg	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Methyl-tert-butyl-ether	µg/kg	NS	NS	NS	**210**	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	**48**	**48**	**7.0**	**47**	<2.0	<2.0	<4.0	<2.0	<2.0	<2.0	<2.0	<2.0	**140**	<2.0	<2.0	<2.0
1,1,2,2-Tetrachloroethane	µg/kg	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Tetrachloroethene	µg/kg	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Toluene	µg/kg	1,500	38,000	NS	**220**	**11**	**3.0**	**6.0**	**6.0**	**7.0**	**2,100**	**11**	**7.0**	**6.0**	**15**	**5.0**	**900**	**5.0**	<4.0	**4.0**	**4.0**	**8.0**	**3.0**	**3.0**	**1,800**	**5.0**	**3.0**	**3.0**
1,1,1-Trichloroethane	µg/kg	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
1,1,2-Trichloroethane	µg/kg	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Trichloroethene	µg/kg	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Trichlorofluoromethane	µg/kg	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
1,2,4-Trimethylbenzene	µg/kg	NS	63,000	NS	**40**	**12**	**2.0**	**12**	**8.0**	**6.0**	**2,700**	**12**	**4.0**	**2.0**	**36**	**3.0**	**560**	**14**	**1,000**	**4.0**	**2.0**	**3.0**	<2.0	<2.0	**8,200**	**7.0**	<2.0	<2.0
1,3,5-Trimethylbenzene	µg/kg	NS	11,000	NS	**79**	<2.0	<2.0	<2.0	<2.0	<2.0	**820**	<2.0	<2.0	<2.0	**13**	<2.0	<2.0	<2.0	**590**	<2.0	<2.0	<2.0	<2.0	<2.0	**4,600**	<2.0	<2.0	<2.0
Vinyl chloride	µg/kg	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Total Xylenes	µg/kg	4,100	42,000	NS	**550**	**70**	**32**	**64**	**30**	**34**	**17,000**	**70**	**32**	**31**	**120**	**27**	**8,400**	**57**	**940**	**26**	**11**	**5.0**	**9.0**	**5.0**	**45,000**	**55**	<2.0	<2.0
Polynuclear Aromatic Hydrocarbons	**Units**	**Suggested Generic RCLs for PAH Compounds in Soil: Groundwater Pathway**	**Non-Industrial**	**Industrial**																								
Acenaphthene	µg/kg	38,000	900,000	60,000,000	NA	NA	NA	NA	<100	NA	<2,000	NA	NA	NA	<2,000	NA	<2,000	NA	<660	NA	NA	NA	NA	NA	NA	NA	NA	NA
Acenphthylene	µg/kg	700	18,000	350,000	NA	NA	NA	NA	<95	NA	<1,900	NA	NA	NA	<1,900	NA	<1,900	NA	<660	NA	NA	NA	NA	NA	NA	NA	NA	NA
Anthracene	µg/kg	3,000,000	5,000,000	3,000,000,000	NA	NA	NA	NA	<10	NA	<200	NA	NA	NA	<200	NA	<200	NA	<660	NA	NA	NA	NA	NA	NA	NA	NA	NA
Benzo(a)anthracene	µg/kg	17,000	88	3,900	NA	NA	NA	NA	23	NA	<400	NA	NA	NA	**459**	NA	<400	NA	<660	NA	NA	NA	NA	NA	NA	NA	NA	NA
Benzo(a)pyrene	µg/kg	48,000	8.8	390	NA	NA	NA	NA	**43**	NA	<200	NA	NA	NA	**342**	NA	**370**	NA	<660	NA	NA	NA	NA	NA	NA	NA	NA	NA
Benzo(b)fluoranthene	µg/kg	360,000	88	3,900	NA	NA	NA	NA	<15	NA	<300	NA	NA	NA	**490**	NA	<300	NA	<660	NA	NA	NA	NA	NA	NA	NA	NA	NA
Benzo(ghi)perylene	µg/kg	9,800,000	1,800	39,000	NA	NA	NA	NA	<20	NA	<400	NA	NA	NA	<400	NA	<400	NA	<660	NA	NA	NA	NA	NA	NA	NA	NA	NA
Benzo(k)fluoranthene	µg/kg	870,000	880	39,000	NA	NA	NA	NA	<10	NA	<200	NA	NA	NA	<200	NA	<200	NA	<660	NA	NA	NA	NA	NA	NA	NA	NA	NA
Chrysene	µg/kg	37,000	8,800	390,000	NA	NA	NA	NA	<25	NA	<500	NA	NA	NA	<500	NA	<500	NA	<660	NA	NA	NA	NA	NA	NA	NA	NA	NA
Dibenz(a,h)anthracene	µg/kg	38,000	8.8	390	NA	NA	NA	NA	<20	NA	<400	NA	NA	NA	<400	NA	<400	NA	<660	NA	NA	NA	NA	NA	NA	NA	NA	NA
Fluoranthene	µg/kg	500,000	600,000	40,000,000	NA	NA	NA	NA	<10	NA	689	NA	NA	NA	1,161	NA	860	NA	660	NA	NA	NA	NA	NA	NA	NA	NA	NA
Fluorene	µg/kg	100,000	600,000	40,000,000	NA	NA	NA	NA	<25	NA	<500	NA	NA	NA	555	NA	604	NA	700	NA	NA	NA	NA	NA	NA	NA	NA	NA
Indeno(1,2,3-cd)pyrene	µg/kg	680,000	88	3,900	NA	NA	NA	NA	<15	NA	<300	NA	NA	NA	<300	NA	<300	NA	<660	NA	NA	NA	NA	NA	NA	NA	NA	NA
Naphthalene	µg/kg	400	20,000	110,000	NA	NA	NA	NA	<140	NA	<2,800	NA	NA	NA	<2,800	NA	**2,949**	NA	**1,900**	NA	NA	NA	NA	NA	NA	NA	NA	NA
Phenanthrene	µg/kg	1,800	18,000	390,000	NA	NA	NA	NA	<40	NA	<800	NA	NA	NA	<800	NA	<800	NA	**1,300**	NA	NA	NA	NA	NA	NA	NA	NA	NA
Pyrene	µg/kg	8,700,000	500,000	30,000,000	NA	NA	NA	NA	<10	NA	<200	NA	NA	NA	<200	NA	<200	NA	<660	NA	NA	NA	NA	NA	NA	NA	NA	NA
Metals	**Units**	**NR 720 RCL: Non-Industrial**		**Industrial**																								
Lead	mg/kg	50		500	3.4	<1.0	<1.0	<1.0	1.3	2.3	5.9	<1.0	3.0	2.1	16	2.8	44	<1.0	5.5	2.9	37	18	11	2.7	4.8	4.2	4.4	4.3
Diesel Range Organics	mg/kg	NS		NS	**1,400**	32	7.0	18	23	25	**160**	39	41	40	**2,400**	35	41	14	**740**	8.4	17	14	18	8.7	**250**	13	9.1	11
Gasoline Range Organics	mg/kg	NS		NS	86	<4.0	<4.0	<4.0	<4.0	<4.0	**440**	<4.0	<4.0	<4.0	4.0	<4.0	38	<4.0	**820**	<4.0	<4.0	<4.0	<4.0	<4.0	<4.0	<4.0	<4.0	<4.0

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

Soil Quality (GeoProbes)

Hometown Facility
17200 West Cleveland Avenue
New Berlin, WI

Date 2/22/96

Geoprobe Location	GP-1	GP-1	GP-2	GP-2	GP-3	NR 700 RCL
Sample Depth	8-10 ft	14-16 ft	8-10 ft	16-18 ft	16-18 ft	
PID (ppm)	236.0	14.0	121.0	0.0	0.0	
Benzene	1,323	1.58	787	2.92	<1.2	5.5
Ethylbenzene	19,962	<4.2	1,175	<5.6	<5.7	2900
Toluene	568	<8.3	140	<12	<12	1500
Total Xylenes	29,261	<8.4	654	21.6	15.8	4100
1,3,5-TMB	15,339	<4.2	196	<5.6	<5.7	NES
Isopropylbenzene	1,997	<4.2	411	<5.6	<5.7	NES
Naphthalene	6,656	<4.2	2,477	19.1	<5.7	NES
Hexachlorobutadiene	1,709	<4.2	810	<5.6	<5.7	NES
n-Propylbenzene	7,068	<4.2	1,789	<5.6	<5.7	NES
n-Butylbenzene	20,138	<4.2	1,871	12.8	<5.7	NES
1,2,4-TMB	57,634	<4.2	462	<5.6	<5.7	NES
sec-Butylbenzene	2,841	<4.2	483	<5.6	<5.7	NES
tert-Butylbenzene	701	<4.2	130	5.72	<5.7	NES
p-Isopropyltoluene	654	<4.2	87	16.9	<5.7	NES
Tetrachloroethylene	<482	<2.1	<52	12.4	<2.9	NES
Trichlorofluoromethane	<482	<4.2	<52	12.4	<5.7	NES
DRO (ppm)	2,430	26.9	533	13.1	21.8	NES
GRO (ppm)	1,110	6.91	172	<5.0	<5.0	NES

KEY:

Sample depths are presented in feet below ground surface.
All soil quality results are expressed as micrograms per kilogram, except where noted.

PID = Photoionization Detector values, as calibrated to a 100 ppm isobutylene standard
TMB = Trimethylbenzene
DRO = Diesel Range Organics
GRO = Gasoline Range Organics
= Exceeds Wisconsin Administrative Code Chapter NR 140 Enforcement Standards
NES = No Established Standard
ppm = parts per million
RCL = Residual Contaminant Level

SOIL QUALITY ANALYTICAL RESULTS
HOMETOWN - CLEVELAND AVENUE

17200 West Cleveland Avenue, New Berlin
Project Reference #3140
12/12/97

Analyte	Units	GP-A 4-6	GP-B 4-6	GP-C 5-7	Composite Sample	NR 720 Soil Standard
Total Lead	mg/kg	NA	NA	NA	9.6	50
GRO	mg/kg	49	492[1]	477[1]	NA	100
DRO	mg/kg	1250[1]	302[1]	661	NA	100
Benzene	µg/kg	<31	<3020[2]	<159	NA	5.5
Ethylbenzene	µg/kg	<402[2]	7830	<857[2]	NA	2900
MTBE	µg/kg	<31	<145	<159	NA	NS
Toluene	µg/kg	<31	<145	<1160[2]	NA	1500
1,2,4-Trimethylbenzene	µg/kg	1040	39100	9180	NA	NS
1,3,5-Trimethylbenzene	µg/kg	<314[2]	10600	6610	NA	NS
Total Xylenes	µg/kg	514	11200	<2080[2]	NA	4100

KEY:

GRO	= Gasoline Range Organics
DRO	= Diesel Range Organics
mg/kg	= milligrams per kilogram
µg/kg	= micrograms per kilogram
MTBE	= Methyl-Tertiary-Butyl-Ether
NA	= Not analyzed
NS	= No established standard
value[1]	= late eluting hydrocarbons present
value[2]	= matrix interference

SOIL QUALITY ANALYTICAL RESULTS
HOMETOWN - CLEVELAND AVENUE
17200 West Cleveland Avenue, New Berlin
Project Reference #3140

Analyte	Units	MW-1A		MW-3A		MW-14		MW-15		MW-16		MW-17	NR 720
		2 - 4'	4 - 6'	2 - 4'	4 - 6'	2 - 4'	4 - 6'	2 - 4'	4 - 6'	2 - 4'	4 - 6'	2 - 4'	Soil Standard
GRO	mg/kg	<5.76	<5.93	69.6	18.1	197	<6.36	13.5	74.9	<6.36	<5.62	<6.6	100
DRO	mg/kg	22.7	<5.93	15	96.9	529	19.9	8.42	14	<6.36	<5.62	<6.6	100
Benzene	µg/kg	<25	<25	**190**	**40.6**	**46.8**	<25	**457**	**723**	<25	<25	<33	5.5
1,2-Dichloroethane	--	--	--	--	--	--	--	--	--	--	--	<33	NS
Ethylbenzene	µg/kg	<25	<25	<25	37.6	<25	<25	80.6	681	<25	<25	<33	2,900
MTBE	µg/kg	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<33	NS
Toluene	µg/kg	<25	<25	28.5	<25	<25	<25	<25	105	<25	<25	<33	1,500
1,2,4-Trimethylbenzene	µg/kg	<25	<25	<25	<25	184	<25	1,350	4,830	<25	<25	<33	NS
1,3,5-Trimethylbenzene	µg/kg	<25	<25	<25	<25	371	<25	359	2,420	<25	<25	<33	NS
Total Xylenes	µg/kg	<25	<25	137	97.1	93.8	<25	1,330	**4,250**	<25	<25	<46	4,100

KEY:

GRO	= Gasoline Range Organics
DRO	= Diesel Range Organics
mg/kg	= milligrams per kilogram
µg/kg	= micrograms per kilogram
MTBE	= Methyl-Tertiary-Butyl-Ether
--	= Not analyzed
NS	= No established standard

POST-REMEDIAL SOIL FIELD SCREENING RESULTS -2000 Diesel Spill
HOMETOWN - CLEVELAND AVENUE

17200 West Cleveland Avenue, New Berlin

Project Reference #3140

Analyte	Units	1 (3')	2 (2')	3 (1')	4 (2')	5 (1')	6 (3')	7 (2')	8 (1')	9 (2')	10 (1')
PID	i.u.	37	3.6	11.7	3.5	21.2	78	16.8	12.5	5.7	12.4

KEY:

PID = Photoionization Detector field screening result

i.u. = PID instrument units (ppmv). PID calibrated with isobutylene.

TABLE 1
POST-REMEDIAL SOIL ANALYTICAL RESULTS - MARCH, 2000 RELEASE
HOMETOWN SERVICE
17200 WEST CLEVELAND AVENUE, NEW BERLIN, WISCONSIN
Project Reference #3140

Sample Identification:		Area 1					Area 2					
		1 Base	2 W. Wall	3 N. Wall	4 E. Wall	5 S. Wall	6 Base	7 W. Wall	8 S. Wall	9 E. Wall	10 N. Wall	
Sample Date:		3/24/2000	3/24/2000	3/24/2000	3/24/2000	3/24/2000	3/24/2000	3/24/2000	3/24/2000	3/24/2000	3/24/2000	
Polynuclear Aromatic Hydrocarbons	Units											PUB-RR-519-97 Groundwater Pathway
Acenaphthene	µg/kg	<1,100	<430	<1,800	<390	<1,100	<1,700	<1,700	<58	<1,800	15,200	38,000
Acenphthylene	µg/kg	<1,900	<720	<3,000	<660	<1,800	<3,000	<2,900	<98	<3,000	<7,400	700
Anthracene	µg/kg	211	<43	250	<39	511	732	1,720	91	523	18,700	3,000,000
Benzo(a)anthracene	µg/kg	1,110	147	679	145	1,280	1,860	4,470	414	5,110	**28,000**	17,000
Benzo(a)pyrene	µg/kg	433	147	464	99	745	1,280	3,440	368	867	17,500	48,000
Benzo(b)fluoranthene	µg/kg	356	136	476	97	574	1,020	2,640	299	760	12,900	360,000
Benzo(ghi)perylene	µg/kg	244	431	405	166	500	732	2,060	150	641	8,760	6,800,000
Benzo(k)fluoranthene	µg/kg	311	125	381	85	500	883	1,950	288	653	11,300	870,000
Chrysene	µg/kg	622	113	571	114	936	1,390	3,560	334	1,540	19,900	37,000
Dibenz(a,h)anthracene	µg/kg	<220	<82	<360	<75	<220	<360	447	46	<360	2,100	38,000
Fluoranthene	µg/kg	1,890	306	1,550	342	3,090	4,530	11,500	875	5,460	79,400	500,000
Fluorene	µg/kg	<220	<82	<357	<75	394	441	837	71	475	14,000	100,000
Indeno(1,2,3-cd)pyrene	µg/kg	400	238	476	104	670	987	2,750	345	748	12,900	680,000
1-Methylnaphthalene	µg/kg	<660	<260	<1,100	<230	872	<1,000	<1,000	<35	2,490	2,570	23,000
2-Methylnaphthalene	µg/kg	<560	<210	<900	<200	<540	<870	<870	<29	3,090	<2,200	20,000
Naphthalene	µg/kg	<660	<260	<1,100	<230	<640	<1,000	<1,000	<35	<1,100	**11,000**	400
Phenanthrene	µg/kg	822	69	679	114	**1,810**	**1,970**	**4,700**	345	**3,210**	**71,300**	1,800
Pyrene	µg/kg	1,440	204	1,550	352	2,230	3,600	9,290	783	3,920	58,400	8,700,000

Notes: Laboratory analyses performed by: TestAmerica
µg/kg = micrograms per kilogram (equivalent to parts per billion)

PUB-RR-519-97 = Suggested generic Residual Contaminant Level for protection of groundwater from WDNR Publication RR-519-97 *"Soil Cleanup Levels for Polycyclic Aromatic Hydrocarbons (PAHs) Interim Guidance"* (April 1997).

Exceedances: **Bold** = exceeds suggested Generic RCL for groundwater pathway

TABLE 2
GROUNDWATER QUALITY ANALYTICAL RESULTS
HOMETOWN - CLEVELAND AVENUE
17200 West Cleveland Avenue, New Berlin
Project Reference #3140

Analyte	Units	MW-1			MW-1B			MW-2										NR 140	NR 140
		04/25/91	10/22/99	09/25/01	11/20/02	07/15/03	05/30/08	04/25/91	04/01/92	12/15/97	03/19/98	10/22/99	09/25/01	11/20/02	07/15/03	05/11/04	05/30/08	ES	PAL
Lead	µg/l	NA	NA	NA	NA	NA	NA	NA	**27**	NA	NA	NA	NA	NA	NA	NA	NA	15	1.5
Benzene	µg/l	<1.0	<0.10	<0.21	ND	<0.25	<0.24	<1.0	<1.0	**0.56**	<0.65	<0.40	<0.21	ND	<0.25	<0.2	<0.24	5.0	0.5
n-Butylbenzene	µg/l	ND	ND	ND	ND	NA	NA	ND	ND	ND	ND	ND	ND	ND	NA	NA	NA	NS	NS
1,2-DCA	µg/l	ND	ND	ND	ND	<0.50	NA	ND	ND	ND	ND	ND	ND	ND	<0.50	<0.5	NA	5.0	0.5
Di-isopropyl ether	µg/l	ND	ND	ND	ND	NA	NA	ND	ND	ND	ND	ND	ND	ND	NA	NA	NA	NS	NS
Ethylbenzene	µg/l	<1.0	<0.25	<0.22	ND	<0.50	<0.35	<1.0	<1.0	<0.22	<1.1	<1.0	<0.22	ND	<0.50	<0.5	<0.35	700	140
Isopropylbenzene	µg/l	<1.0	<1.0	NA	ND	NA	NA	<1.0	NA	NA	NA	<1.0	NA	NA	NA	NA	NA	NS	NS
MTBE	µg/l	NA	7.3	9.0	1.33	2.7	<0.7	NA	<1.0	**380**	**400**	**190**	**240**	**108**	**130**	**34**	**15.1**	60	12
Toluene	µg/l	<1.0	<0.10	<0.41	ND	<0.25	<0.39	<1.0	<1.0	<0.20	<1.0	<0.40	<0.41	ND	<0.25	<0.2	<0.39	1,000	200
1,2,4-Trimethylbenzene	µg/l	NA	<0.10	<0.26	ND	<0.25	<0.51	NA	<1.0	<0.22	2.7	<0.40	<0.26	ND	<0.25	<0.2	<0.51	--	--
1,3,5-Trimethylbenzene	µg/l	NA	<0.10	<0.34	ND	<0.25	<0.23	NA	<1.0	<0.29	<1.5	<0.40	<0.34	ND	<0.25	<0.2	<0.23	--	--
Total Trimethylbenzene	µg/l	NA	<0.20	<0.60	ND	<0.50	<0.74	NA	<2.0	<0.51	2.7	<0.80	<0.60	ND	<0.50	<0.4	<0.51	480	96
Total Xylenes	µg/l	3.0	<0.25	<0.69	ND	<0.50	<1	<1.0	<2.0	<0.23	2.5	<1.0	<0.69	ND	<0.50	<0.5	<1	10,000	1,000
Polynuclear Aromatic Hydrocarbons:																			
Acenaphthene	µg/l	NA	NA	NA	NA	NA	<0.013	NA	NA	NA	ND	NA	NA	NA	NA	NA	<0.013	NS	NS
Acenaphthylene	µg/l	NA	NA	NA	NA	NA	<0.015	NA	NA	NA	ND	NA	NA	NA	NA	NA	<0.015	NS	NS
Anthracene	µg/l	NA	NA	NA	NA	NA	<0.014	NA	NA	NA	ND	NA	NA	NA	NA	NA	<0.014	3,000	600
Benzo (a) anthracene	µg/l	NA	NA	NA	NA	NA	0.036 J	NA	NA	NA	<0.032	NA	NA	NA	NA	NA	0.048 J	NS	NS
Benzo (a) pyrene	µg/l	NA	NA	NA	NA	NA	**0.072**	NA	NA	NA	ND	NA	NA	NA	NA	NA	**0.099**	0.2	0.02
Benzo (b) fluoranthene	µg/l	NA	NA	NA	NA	NA	**0.093**	NA	NA	NA	ND	NA	NA	NA	NA	NA	**0.165**	0.2	0.02
Benzo (g,h,i) perylene	µg/l	NA	NA	NA	NA	NA	0.249	NA	NA	NA	ND	NA	NA	NA	NA	NA	0.124	NS	NS
Benzo (k) fluoranthene	µg/l	NA	NA	NA	NA	NA	0.026 J	NA	NA	NA	ND	NA	NA	NA	NA	NA	0.05 J	NS	NS
Chrysene	µg/l	NA	NA	NA	NA	NA	**0.057** J	NA	NA	NA	<0.021	NA	NA	NA	NA	NA	**0.086**	0.2	0.02
Dibenzo (a,h) anthracene	µg/l	NA	NA	NA	NA	NA	0.030 J	NA	NA	NA	ND	NA	NA	NA	NA	NA	0.026 J	NS	NS
Fluoranthene	µg/l	NA	NA	NA	NA	NA	0.088	NA	NA	NA	<0.060	NA	NA	NA	NA	NA	0.113	400	80
Fluorene	µg/l	NA	NA	NA	NA	NA	<0.015	NA	NA	NA	ND	NA	NA	NA	NA	NA	<0.015	400	80
Indeno (1,2,3-cd) pyrene	µg/l	NA	NA	NA	NA	NA	0.073	NA	NA	NA	ND	NA	NA	NA	NA	NA	0.095	NS	NS
1-Methylnaphthalene	µg/l	NA	NA	NA	NA	NA	<0.018	NA	NA	NA	ND	NA	NA	NA	NA	NA	<0.018	NS	NS
2-Methylnaphthalene	µg/l	NA	NA	NA	NA	NA	<0.016	NA	NA	NA	ND	NA	NA	NA	NA	NA	<0.016	NS	NS
Naphthalene	µg/l	NA	NA	NA	NA	NA	<0.015	NA	NA	NA	ND	NA	NA	NA	NA	NA	<0.015	100	10
Phenanthrene	µg/l	NA	NA	NA	NA	NA	0.025 J	NA	NA	NA	<0.025	NA	NA	NA	NA	NA	0.030 J	NS	NS
Pyrene	µg/l	NA	NA	NA	NA	NA	0.099	NA	NA	NA	<0.064	NA	NA	NA	NA	NA	0.10	250	50
Field Parameters																			
pH	S.U.	NA	7.0	NA	7.0	NA	NA	NA	NA	NA	6.8	7.0	NA	7.0	NA	NA	NA	NS	NS
Conductivity	mS	NA	NA	NA	NA	NA	NA	NA	NA	NA	2.02 (uS)	NA	NA	NA	NA	NA	NA	NS	NS
Temperature	°C	NA	17.1	NA	13.7	NA	NA	NA	NA	NA	7.8	16.9	NA	14	NA	NA	NA	NS	NS
Redox	mV	NA	420.1	152.9	NA	57.8	NA	NA	NA	NA	149.6	445	14.9	NA	63.5	-16.1	NA	NS	NS
Dissolved Oxygen	mg/l	NA	0.45	0.58	0.31	0.33	NA	NA	NA	NA	2.1	0.9	0.35	0.27	0.25	0.22	NA	NS	NS
Dissolved Iron (Fe+2)	mg/l	NA	0.0	0.0	0.0	NA	NA	NA	NA	NA	0.0	0.0	0.0	0.0	NA	0.8	NA	NS	NS

Notes:

µg/L = micrograms per liter (equivalent to parts per billion)
NA = Not Analyzed NS =No Standard
NR 140 ES = Wisconsin Administrative Code, Chapter NR 140 Enforcement Standard
NR 140 PAL = Wisconsin Administrative Code, Chapter NR 140 Preventive Action Limit
Exceedances: **BOLD** = concentration exceeds Chapter NR 140 PAL
BOX = concentration exceeds Chapter NR 140 ES

TABLE 2
GROUNDWATER QUALITY ANALYTICAL RESULTS
HOMETOWN - CLEVELAND AVENUE
17200 West Cleveland Avenue, New Berlin
Project Reference #3140

Analyte	Units	MW-3						MW-3A			MW-4	MW-5	MW-6						NR 140	NR 140
		04/25/91	04/01/92	12/15/97	03/19/98	10/22/99	09/25/01	11/20/02	07/15/2007	05/30/08	04/25/91	04/01/92	04/01/92	12/15/97	03/19/98	10/22/99	09/25/01	05/30/08	ES	PAL
Lead	µg/l	NA	**20**	NA	NA	NA	NA	NA	NA	NA	NA	**29**	<4.0	NA	NA	NA	NA	NA	15	1.5
Benzene	µg/l	**100**	**820**	**5.2**	**33**	**27**	0.48	ND	**3.9**	<0.24	<1.0	**330**	**1.6**	<0.13	<0.13	<0.10	<0.21	<0.24	5.0	0.5
n-Butylbenzene	µg/l	ND	ND	ND	ND	ND	ND	ND	NA	NA	ND	ND	ND	ND	ND	ND	ND	NA	NS	NS
1,2-DCA	µg/l	ND	ND	ND	ND	ND	ND	ND	<0.50	NA	ND	ND	ND	ND	ND	ND	ND	NA	5.0	0.5
Di-Isopropyl ether	µg/l	ND	ND	ND	ND	ND	ND	ND	NA	NA	ND	ND	ND	ND	ND	ND	ND	NA	NS	NS
Ethylbenzene	µg/l	<1.0	17	<0.22	<0.22	<0.25	<0.22	ND	<0.50	<0.35	<1.0	91	1.3	<0.22	<0.22	<0.25	<0.22	<0.35	700	140
Isopropylbenzene	µg/l	<1.0	NA	NA	NA	0.68	NA	ND	NA	NA	<1.0	<1.0	<1.0	NA	NA	<0.25	NA	NA	NS	NS
MTBE	µg/l	NA	1.0	<4.8	5.2	1.4	2.1	ND	<0.50	<0.7	NA	<1.0	<1.0	<0.16	2.3	1.7	1.6	<0.7	60	12
Toluene	µg/l	4.0	4.3	<0.20	0.27	0.44	<0.41	ND	<0.25	<0.39	<1.0	160	1.1	<0.20	<0.20	<0.10	<0.41	<0.39	1,000	200
1,2,4-Trimethylbenzene	µg/l	NA	<1.0	<0.22	<0.22	<0.10	<0.26	ND	<0.25	<0.51	NA	**140**	<1.0	<0.22	<0.22	<0.10	<0.26	<0.51	480	96
1,3,5-Trimethylbenzene	µg/l	NA	1.3	<0.29	<0.29	<0.10	<0.34	ND	<0.25	<0.23	NA	70	<1.0	<0.29	<0.29	<0.10	<0.34	<0.23	480	96
Total Xylenes	µg/l	<1.0	5.1	0.5	0.71	<0.25	<0.69	ND	1.1	<1	<1.0	298	8.3	<0.23	<0.23	<0.25	<0.69	<1	10,000	1,000
Polynuclear Aromatic Hydrocarbons:																				
Acenaphthene	µg/l	NA	NA	NA	ND	NA	NA	NA	NA	0.104	NA	NA	NA	NA	ND	NA	NA	<0.013	NS	NS
Acenaphthylene	µg/l	NA	NA	NA	ND	NA	NA	NA	NA	<0.015	NA	NA	NA	NA	ND	NA	NA	<0.015	NS	NS
Anthracene	µg/l	NA	NA	NA	ND	NA	NA	NA	NA	0.041 J	NA	NA	NA	NA	ND	NA	NA	<0.014	3,000	600
Benzo (a) anthracene	µg/l	NA	NA	NA	<0.033	NA	NA	NA	NA	<0.017	NA	NA	NA	NA	0.051	NA	NA	0.025 J	NS	NS
Benzo (a) pyrene	µg/l	NA	NA	NA	ND	NA	NA	NA	NA	<0.016	NA	NA	NA	NA	ND	NA	NA	**0.032 J**	0.2	0.02
Benzo (b) fluoranthene	µg/l	NA	NA	NA	ND	NA	NA	NA	NA	0.013 J	NA	NA	NA	NA	ND	NA	NA	**0.055**	0.2	0.02
Benzo (g,h,i) perylene	µg/l	NA	NA	NA	ND	NA	NA	NA	NA	<0.02	NA	NA	NA	NA	ND	NA	NA	0.039	NS	NS
Benzo (k) fluoranthene	µg/l	NA	NA	NA	ND	NA	NA	NA	NA	<0.023	NA	NA	NA	NA	ND	NA	NA	<0.023	NS	NS
Chrysene	µg/l	NA	NA	NA	<0.022	NA	NA	NA	NA	<0.02	NA	NA	NA	NA	0.033	NA	NA	**0.031 J**	0.2	0.02
Dibenzo (a,h) anthracene	µg/l	NA	NA	NA	ND	NA	NA	NA	NA	<0.012	NA	NA	NA	NA	ND	NA	NA	<0.012	NS	NS
Fluoranthene	µg/l	NA	NA	NA	<0.062	NA	NA	NA	NA	0.039 J	NA	NA	NA	NA	0.14	NA	NA	0.054	400	80
Fluorene	µg/l	NA	NA	NA	ND	NA	NA	NA	NA	0.056	NA	NA	NA	NA	ND	NA	NA	<0.015	400	80
Indeno (1,2,3-cd) pyrene	µg/l	NA	NA	NA	ND	NA	NA	NA	NA	<0.013	NA	NA	NA	NA	ND	NA	NA	0.032 J	NS	NS
1-Methylnaphthalene	µg/l	NA	NA	NA	ND	NA	NA	NA	NA	<0.018	NA	NA	NA	NA	ND	NA	NA	<0.018	NS	NS
2-Methylnaphthalene	µg/l	NA	NA	NA	ND	NA	NA	NA	NA	0.017 J	NA	NA	NA	NA	ND	NA	NA	<0.016	NS	NS
Naphthalene	µg/l	NA	NA	NA	ND	NA	NA	NA	NA	0.088	NA	NA	NA	NA	ND	NA	NA	0.016 J	100	10
Phenanthrene	µg/l	NA	NA	NA	<0.026	NA	NA	NA	NA	<0.017	NA	NA	NA	NA	0.029	NA	NA	<0.017	NS	NS
Pyrene	µg/l	NA	NA	NA	<0.066	NA	NA	NA	NA	0.031 J	NA	NA	NA	NA	0.16	NA	NA	0.058	250	50
Field Parameters																				
pH	S.U.	NA	NA	7.1	6.9	7.0	NA	7.0	NA	NA	NA	NA	NA	NA	7.0	7.0	NA	NA	NS	NS
Conductivity	mS	NA	NA	38.6 (uS)	1403	NA	NA	NA	NA	NA	NA	NA	NA	NA	2.19 (uS)	NA	NA	NA	NS	NS
Temperature	°C	NA	NA	13.3	7.0	16.6	NA	14.1	NA	NA	NA	NA	NA	NA	8.9	16.5	NA	NA	NS	NS
Redox	mV	NA	NA	150.8	159.3	469	-48.4	NA	77.8	NA	NA	NA	NA	NA	216.7	490.4	84.9	NA	NS	NS
Dissolved Oxygen	mg/l	NA	NA	1.31	0.56	0.6	0.3	0.26	0.36	NA	NA	NA	NA	NA	0.66	0.53	0.44	NA	NS	NS
Dissolved Iron (Fe+2)	mg/l	NA	NA	0.0	0.0	0.0	1.4	14.1	NA	NA	NA	NA	NA	NA	0.0	0.0	0.0	NA	NS	NS

Notes:

µg/L = micrograms per liter (equivalent to parts per billion)
NA = Not Analyzed NS =No Standard
NR 140 ES = Wisconsin Administrative Code, Chapter NR 140 Enforcement Standard
NR 140 PAL = Wisconsin Administrative Code, Chapter NR 140 Preventive Action Limit
Exceedances: **BOLD** = concentration exceeds Chapter NR 140 PAL BOX = concentration exceeds Chapter NR 140 ES

TABLE 2
GROUNDWATER QUALITY ANALYTICAL RESULTS
HOMETOWN - CLEVELAND AVENUE
17200 West Cleveland Avenue, New Berlin
Project Reference #3140

Analyte	Units	MW-7	MW-8			MW-9						MW-10				MW-11					NR 140	NR 140
		04/01/92	04/01/92	12/15/97	03/19/98	10/22/99	09/25/01	11/20/02	07/15/03	05/11/04	05/30/08	10/22/99	11/20/02	07/15/03	05/30/08	09/25/01	11/20/02	07/15/03	05/11/04	05/30/08	ES	PAL
Lead	µg/l	**9.8**	**15**	NA	NA	NA	NA	NA	NA	NA		NA	NA	NA		NA	NA	NA	NA		15	1.5
Volatile Organic Compounds																						
Benzene	µg/l	<1.0	**74**	**5100**	0.29	<2.0	<0.21	ND	<0.25	<0.4	<0.24	<0.1	ND	<0.25	<0.24	<0.21	ND	<0.25	<0.2	3.9	5.0	0.5
n-Butylbenzene	µg/l	ND	ND	ND	ND	ND	ND	ND	NA	NA	NA	ND	ND	NA	NA	ND	ND	NA	NA	NA	NS	NS
1,2-DCA	µg/l	ND	ND	ND	ND	ND	ND	ND	<0.50	<1.0	NA	ND	ND	<0.5	NA	ND	ND	<0.5	<0.5	NA	5.0	0.5
Di-isopropyl ether	µg/l	ND	ND	ND	ND	ND	ND	ND	NA	NA	NA	ND	ND	NA	NA	ND	ND	NA	NA	NA	NS	NS
Ethylbenzene	µg/l	<1.0	2.1	100	<0.22	<5.0	<0.22	ND	<0.50	<1.0	<0.35	<0.25	ND	<0.5	<0.35	<0.22	ND	<0.5	<0.5	<0.35	700	140
Isopropylbenzene	µg/l	<1.0	<1.0	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	<0.19	NA	NA	NA	NA	NS	NS
MTBE	µg/l	<1.0	<1.0	<8.0	0.35	**610**	**690**	**295**	**400**	**130**	**190**	<0.25	ND	<0.5	<0.7	**780**	**170**	**270**	**38**	**35**	60	12
Toluene	µg/l	<1.0	1.0	23	<0.20	<2.0	<0.41	ND	<0.25	<0.4	<0.39	<0.1	ND	<0.25	<0.39	<0.41	ND	<0.25	<0.2	<0.39	1,000	200
1,2,4-Trimethylbenzene	µg/l	<1.0	6.8	<11	<0.22	<2.0	<0.26	ND	<0.25	<0.4	<0.51	<0.1	ND	<0.25	<0.51	<0.26	ND	<0.25	<0.2	<0.51	--	--
1,3,5-Trimethylbenzene	µg/l	<1.0	4.3	20	<0.29	<2.0	<0.34	ND	<0.25	<0.4	<0.23	<0.1	ND	<0.25	<0.23	<0.34	ND	<0.25	<0.2	<0.23	--	--
Total Trimethylbenzenes	µg/l	<2.0	11.1	20	<0.51	<4.0	<0.60	ND	<0.50	<0.8	<0.74	<0.2	ND	<0.50	<0.74	<0.60	ND	<0.50	<0.4	<0.74	480	96
Total Xylenes	µg/l	<2.0	5.3	85	<0.23	<5.0	<0.69	ND	<0.50	<1.0	<1.0	<0.25	ND	<0.5	<1.0	<0.69	ND	<0.5	<0.5	<1.0	10,000	1,000
Polynuclear Aromatic Hydrocarbons:																						
Acenaphthene	µg/l	NA	NA	NA	ND	NA	NA	NA	NA	NA	0.036 J	NA	NA	NA	0.028 J	ND	NA	NA	NA	<0.013	NS	NS
Acenaphthylene	µg/l	NA	NA	NA	ND	NA	NA	NA	NA	NA	0.022 J	NA	NA	NA	0.043 J	ND	NA	NA	NA	<0.015	NS	NS
Anthracene	µg/l	NA	NA	NA	<0.032	NA	NA	NA	NA	NA	0.166	NA	NA	NA	0.242	<0.074	NA	NA	NA	<0.014	3,000	600
Benzo (a) anthracene	µg/l	NA	NA	NA	ND	NA	NA	NA	NA	NA	1.03	NA	NA	NA	1.93	ND	NA	NA	NA	<0.017	NS	NS
Benzo (a) pyrene	µg/l	NA	NA	NA	ND	NA	NA	NA	NA	NA	**2.02**	NA	NA	NA	**3.4**	ND	NA	NA	NA	0.018 J	0.2	0.02
Benzo (b) fluoranthene	µg/l	NA	NA	NA	ND	NA	NA	NA	NA	NA	**2.91**	NA	NA	NA	**6.7**	ND	NA	NA	NA	**0.033** J	0.2	0.02
Benzo (g,h,i) perylene	µg/l	NA	NA	NA	ND	NA	NA	NA	NA	NA	1.91	NA	NA	NA	3.6	ND	NA	NA	NA	0.03 J	NS	NS
Benzo (k) fluoranthene	µg/l	NA	NA	NA	<0.021	NA	NA	NA	NA	NA	0.74	NA	NA	NA	1.67	<0.7	NA	NA	NA	<0.023	NS	NS
Chrysene	µg/l	NA	NA	NA	ND	NA	NA	NA	NA	NA	**1.63**	NA	NA	NA	**4.1**	ND	NA	NA	NA	<0.02	0.2	0.02
Dibenzo (a,h) anthracene	µg/l	NA	NA	NA	<0.060	NA	NA	NA	NA	NA	0.38	NA	NA	NA	0.73	<0.36	NA	NA	NA	<0.012	NS	NS
Fluoranthene	µg/l	NA	NA	NA	ND	NA	NA	NA	NA	NA	3.12	NA	NA	NA	8.0	ND	NA	NA	NA	0.032 J	400	80
Fluorene	µg/l	NA	NA	NA	ND	NA	NA	NA	NA	NA	0.048	NA	NA	NA	0.08	ND	NA	NA	NA	<0.015	400	80
Indeno (1,2,3-cd) pyrene	µg/l	NA	NA	NA	ND	NA	NA	NA	NA	NA	1.55	NA	NA	NA	3.02	ND	NA	NA	NA	0.021 J	NS	NS
1-Methylnaphthalene	µg/l	NA	NA	NA	ND	NA	NA	NA	NA	NA	<0.018	NA	NA	NA	<0.018	ND	NA	NA	NA	<0.018	NS	NS
2-Methylnaphthalene	µg/l	NA	NA	NA	ND	NA	NA	NA	NA	NA	<0.016	NA	NA	NA	0.017 J	ND	NA	NA	NA	<0.016	NS	NS
Naphthalene	µg/l	NA	NA	NA	ND	NA	NA	NA	NA	NA	0.016 J	NA	NA	NA	0.037 J	ND	NA	NA	NA	0.017 J	100	10
Phenanthrene	µg/l	NA	NA	NA	<0.025	NA	NA	NA	NA	NA	0.55	NA	NA	NA	1.23	<0.037	NA	NA	NA	<0.017	NS	NS
Pyrene	µg/l	NA	NA	NA	<0.064	NA	NA	NA	NA	NA	2.49	NA	NA	NA	6.1	<0.059	NA	NA	NA	0.034 J	250	50
Field Parameters																						
pH	S.U.	NA	NA	7.2	7.0	7.0	NA	7.0	NA	NA	NA	7.0	7.0	NA	NA	NA	7.0	NA	NA	NA	NS	NS
Conductivity	mS	NA	NA	1423	662	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NS	NS
Temperature	°C	NA	NA	14.1	5.9	15.5	NA	14.3	NA	NA	NA	15.9	14.2	NA	NA	NA	14.5	NA	NA	NA	NS	NS
Redox	mV	NA	NA	-20.8	223.1	493	-54.1	NA	-19.8	-98.8	NA	507.7	NA	48.2	NA	94.2	NA	59.1	-26.9	NA	NS	NS
Dissolved Oxygen	mg/l	NA	NA	0.95	0.85	2.8	0.28	0.29	0.23	0.19	NA	2.50	0.30	0.34	NA	0.37	0.33	0.29	0.20	NA	NS	NS
Dissolved Iron (Fe+2)	mg/l	NA	NA	4.4	0.0	0.0	2.6	1.6	1.0	2.0	NA	0.0	0.6	1.0	NA	0.8	0.6	NA	1.2	NA	NS	NS

Notes:

µg/L = micrograms per liter (equivalent to parts per billion)
NA = Not Analyzed NS =No Standard
NR 140 ES = Wisconsin Administrative Code, Chapter NR 140 Enforcement Standard
NR 140 PAL = Wisconsin Administrative Code, Chapter NR 140 Preventive Action Limit
Exceedances: BOLD = concentration exceeds Chapter NR 140 PAL
BOX = concentration exceeds Chapter NR 140 ES

TABLE 2
GROUNDWATER QUALITY ANALYTICAL RESULTS
HOMETOWN - CLEVELAND AVENUE
17200 West Cleveland Avenue, New Berlin
Project Reference #3140

Analyte	Units	MW-12					MW-13				MW-14				MW-15			MW-16				MW-17		NR 140	NR 140
		09/25/01	11/20/02	07/15/03	05/11/04	05/30/08	09/25/01	11/20/02	07/15/03	05/11/04	11/20/02	07/15/03	05/11/04	05/30/08	11/20/02	07/15/03	05/11/04	11/20/02	07/15/03	05/11/04	05/30/08	07/15/03	05/11/04	ES	PAL
Lead	µg/l	NA	NA	NA	NA		NA	NA	NA	NA	NA	NA	NA		NA	NA	NA	NA	NA	NA	NA	NA	NA	15	1.5
Volatile Organic Compounds																									
Benzene	µg/l	<0.21	ND	<0.25	<0.2	<0.24	<0.21	ND	<0.25	<0.2	ND	<0.25	<0.2	NA	**39.3**	**310**	**9.4**	ND	<0.25	<0.2	<0.24	<0.25	<0.2	5.0	0.5
n-Butylbenzene	µg/l	ND	ND	NA	NA	NA	ND	ND	NA	NA	ND	NA	NA	<0.24	7.0	NA	NA	ND	NA	NA	NA	NA	NA	NS	NS
1,2-DCA	µg/l	ND	ND	<0.50	<0.5	NA	ND	ND	<0.50	<0.5	ND	<0.50	<0.5	NA	**3.16**	<5.0	<0.5	ND	<0.5	<0.5	NA	<0.5	<0.5	5.0	0.5
Di-isopropyl ether	µg/l	ND	ND	NA	NA	NA	ND	ND	NA	NA	ND	NA	NA	NA	7.85	NA	NA	ND	NA	NA	NA	NA	NA	NS	NS
Ethylbenzene	µg/l	<0.22	ND	<0.50	<0.5	<0.35	<0.22	ND	<0.50	<0.5	ND	<0.50	<0.5	<0.35	1.18	34	0.57	ND	<0.5	<0.5	<0.35	<0.5	<0.5	700	140
Isopropylbenzene	µg/l	<0.19	NA	NA	NA	NA	<0.19	NA	NA	NA	NA	NA	NA	NA	ND	NA	NA	ND	NA	NA	NA	NA	NA	NS	NS
MTBE	µg/l	3.2	2.01	1.3	<0.5	1.95 J	**32**	ND	4.4	0.97	0.792	<0.50	<0.5	<0.7	1.24	<5.0	<0.5	ND	**35**	**22**	**26.5**	<0.5	<0.5	60	12
Toluene	µg/l	<0.41	ND	<0.25	<0.2	<0.39	<0.41	ND	<0.25	<0.2	ND	<0.25	<0.2	<0.39	0.722	<2.5	<0.2	ND	<0.25	<0.2	<0.39	<0.25	<0.2	1,000	200
1,2,4-Trimethylbenzene	µg/l	<0.26	ND	<0.25	<0.2	<0.51	<0.26	ND	<0.25	<0.2	ND	<0.25	<0.2	<0.51	1.35	28	0.59	ND	<0.25	<0.2	<0.51	<0.25	<0.2	--	--
1,3,5-Trimethylbenzene	µg/l	<0.34	ND	<0.25	<0.2	<0.23	<0.34	ND	<0.25	<0.2	ND	<0.25	<0.2	<0.23	14.8	12	<0.2	ND	<0.25	<0.2	<0.23	<0.25	<0.2	--	--
Total Trimethylbenzenes	µg/l	<0.60	ND	<0.50	<0.4	<0.74	<0.60	ND	<0.50	<0.4	ND	<0.50	<0.4	<0.74	16.15	40	0.59	ND	<0.50	<0.4	<0.74	<0.50	<0.4	480	96
Total Xylenes	µg/l	<0.69	ND	<0.50	<0.5	<1.0	<0.69	ND	<0.50	<0.5	ND	<0.50	<0.5	<1	4.74	70	<0.5	ND	<0.5	<0.5	<1.0	<0.5	<0.5	10,000	1,000
Polynuclear Aromatic Hydrocarbons																									
Acenaphthene	µg/l	ND	NA	NA	NA	<0.013	ND	NA	NA	NA	NA	NA	NA	<0.013	NA	NA	NA	NA	NA	NA	<0.013	NA	NA	NS	NS
Acenaphthylene	µg/l	ND	NA	NA	NA	<0.015	ND	NA	NA	NA	NA	NA	NA	<0.015	NA	NA	NA	NA	NA	NA	<0.015	NA	NA	NS	NS
Anthracene	µg/l	ND	NA	NA	NA	<0.014	ND	NA	NA	NA	NA	NA	NA	0.06	NA	NA	NA	NA	NA	NA	<0.014	NA	NA	3,000	600
Benzo (a) anthracene	µg/l	<0.074	NA	NA	NA	<0.017	<0.074	NA	NA	NA	NA	NA	NA	0.036 J	NA	NA	NA	NA	NA	NA	<0.017	NA	NA	NS	NS
Benzo (a) pyrene	µg/l	ND	NA	NA	NA	<0.016	ND	NA	NA	NA	NA	NA	NA	**0.029 J**	NA	NA	NA	NA	NA	NA	<0.016	NA	NA	0.2	0.02
Benzo (b) fluoranthene	µg/l	ND	NA	NA	NA	0.017 J	ND	NA	NA	NA	NA	NA	NA	**0.038 J**	NA	NA	NA	NA	NA	NA	<0.01	NA	NA	0.2	0.02
Benzo (g,h,i) perylene	µg/l	ND	NA	NA	NA	<0.02	ND	NA	NA	NA	NA	NA	NA	0.025 J	NA	NA	NA	NA	NA	NA	<0.02	NA	NA	NS	NS
Benzo (k) fluoranthene	µg/l	ND	NA	NA	NA	<0.023	ND	NA	NA	NA	NA	NA	NA	<0.023	NA	NA	NA	NA	NA	NA	<0.023	NA	NA	NS	NS
Chrysene	µg/l	<0.7	NA	NA	NA	<0.02	<0.7	NA	NA	NA	NA	NA	NA	**0.033 J**	NA	NA	NA	NA	NA	NA	<0.02	NA	NA	0.2	0.02
Dibenzo (a,h) anthracene	µg/l	ND	NA	NA	NA	<0.012	ND	NA	NA	NA	NA	NA	NA	<0.012	NA	NA	NA	NA	NA	NA	<0.012	NA	NA	NS	NS
Fluoranthene	µg/l	<0.36	NA	NA	NA	0.020 J	<0.36	NA	NA	NA	NA	NA	NA	0.114	NA	NA	NA	NA	NA	NA	<0.016	NA	NA	400	80
Fluorene	µg/l	ND	NA	NA	NA	<0.015	ND	NA	NA	NA	NA	NA	NA	<0.015	NA	NA	NA	NA	NA	NA	<0.015	NA	NA	400	80
Indeno (1,2,3-cd) pyrene	µg/l	ND	NA	NA	NA	<0.013	ND	NA	NA	NA	NA	NA	NA	0.018 J	NA	NA	NA	NA	NA	NA	<0.013	NA	NA	NS	NS
1-Methylnaphthalene	µg/l	ND	NA	NA	NA	<0.018	ND	NA	NA	NA	NA	NA	NA	<0.018	NA	NA	NA	NA	NA	NA	<0.018	NA	NA	NS	NS
2-Methylnaphthalene	µg/l	ND	NA	NA	NA	<0.016	ND	NA	NA	NA	NA	NA	NA	<0.016	NA	NA	NA	NA	NA	NA	<0.016	NA	NA	NS	NS
Naphthalene	µg/l	ND	NA	NA	NA	<0.015	ND	NA	NA	NA	NA	NA	NA	0.016 J	NA	NA	NA	NA	NA	NA	<0.015	NA	NA	100	10
Phenanthrene	µg/l	<0.037	NA	NA	NA	<0.017	<0.037	NA	NA	NA	NA	NA	NA	0.024 J	NA	NA	NA	NA	NA	NA	<0.017	NA	NA	NS	NS
Pyrene	µg/l	<0.059	NA	NA	NA	0.022 J	<0.059	NA	NA	NA	NA	NA	NA	0.096	NA	NA	NA	NA	NA	NA	<0.016	NA	NA	250	50
Field Parameters																									
pH	S.U.	NA	7.0	NA	NA	NA	NA	7.0	NA	NA	7.0	NA	NA	NA	7.0	NA	NA	7.0	NA	NA	NA	NA	NA	NS	NS
Conductivity	mS	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NS	NS
Temperature	°C	NA	14.5	NA	NA	NA	NA	13.3	NA	NA	12.8	NA	NA	NA	13	NA	NA	13.7	NA	NA	NA	NA	NA	NS	NS
Redox	mV	113.7	NA	66.8	73.4	NA	88.1	NA	63.4	59.6	NA	59.3	-28.7	NA	NA	-78.2	-143.5	NA	73.9	66.2	NA	87.4	54.7	NS	NS
Dissolved Oxygen	mg/l	0.49	0.36	0.033	0.31	NA	0.54	0.36	0.28	0.28	0.27	0.26	0.21	NA	0.26	0.16	0.17	0.28	0.30	0.29	NA	0.33	0.25	NS	NS
Dissolved Iron (Fe+2)	mg/l	0.0	0.0	NA	0.0	NA	0.0	0.0	NA	0.0	1.0	0.8	1.4	NA	0.0	1.8	1.0	0.0	NA	0.0	NA	NA	0.0	NS	NS

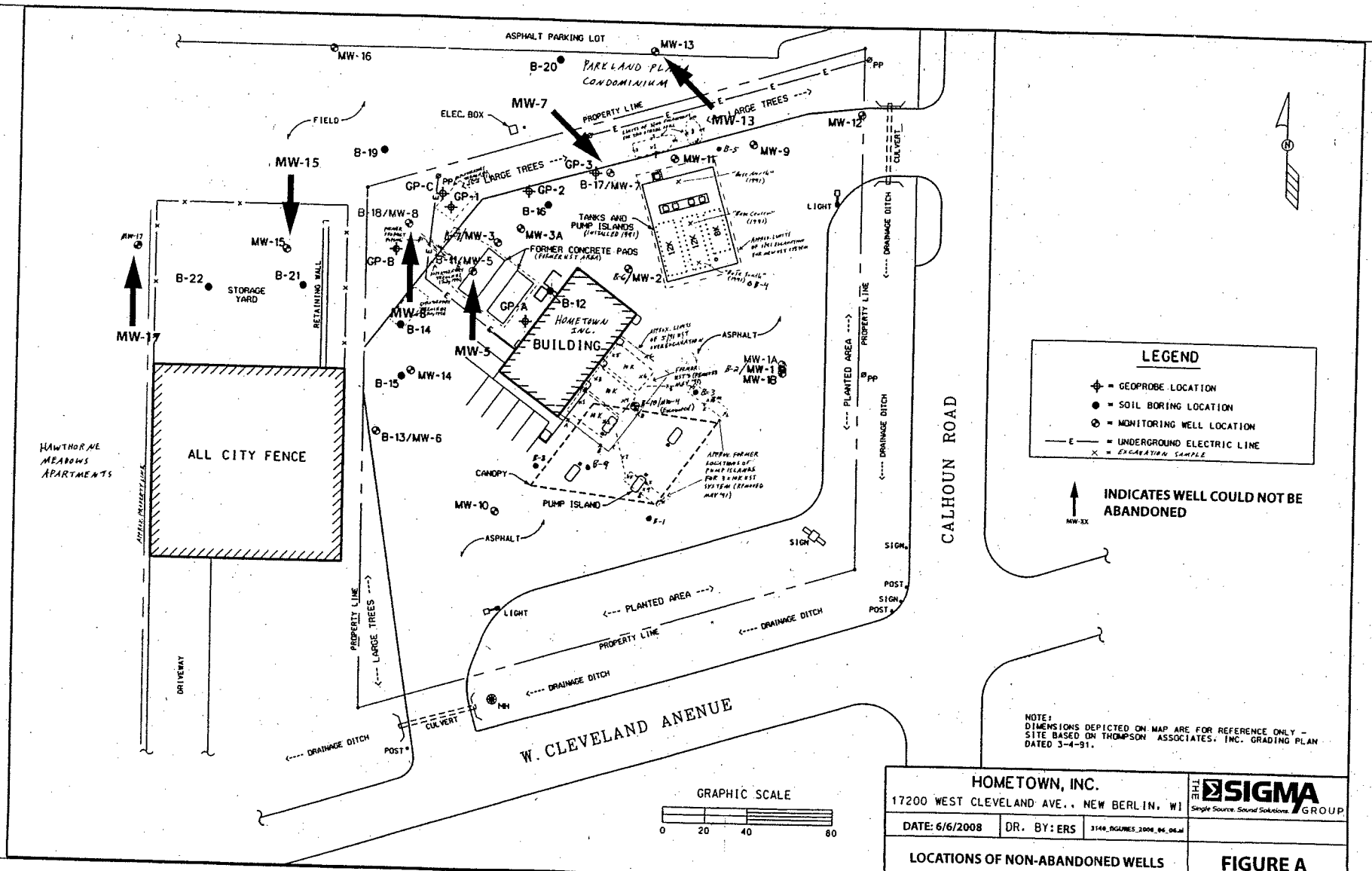
Notes:

µg/L = micrograms per liter (equivalent to parts per billion)
NA = Not Analyzed NS =No Standard
NR 140 ES = Wisconsin Administrative Code, Chapter NR 140 Enforcement Standard
NR 140 PAL = Wisconsin Administrative Code, Chapter NR 140 Preventive Action Limit
Exceedances: BOLD = concentration exceeds Chapter NR 140 PAL
BOX = concentration exceeds Chapter NR 140 ES

TABLE 1
STATIC GROUNDWATER ELEVATIONS
HOMETOWN - CLEVELAND AVENUE
17200 West Cleveland Avenue, New Berlin
Project Reference #3140

Well ID	Date	Ground Surface Elevation	Casing Elevation	Depth to Water	Groundwater Elevation
MW-1	10/22/1999	NA	NA	4.63	NA
	09/25/2001			4.31	NA
MW-1B	11/20/2002	98.85	98.38	14.62	83.76
	07/15/2003			3.17	95.21
	5/30/2008			1.77	96.61
MW-2	10/22/1999	NA	99.17	6.14	93.03
	09/25/2001			5.87	93.30
	11/20/2002			5.98	93.19
	07/15/2003			5.72	93.45
	05/11/2004			4.93	94.24
	5/30/2008			4.88	94.29
MW-3	10/22/1999	NA	98.43	5.35	93.08
	09/25/2001			5.15	93.28
MW-3A	11/20/2002	98.67	98.01	13.81	84.20
	07/15/2003			4.48	93.53
	5/30/2008			4.65	93.36
MW-4	10/22/1999	NA	NA	NS	NA
	09/25/2001			NS	NA
MW-5	10/22/1999	NA	98.19	NS	NA
	09/25/2001			NS	NA
MW-6	10/22/1999	NA	97.12	5.33	91.79
	09/25/2001			4.88	92.24
	11/20/2002			5.57	91.55
	5/30/2008			4.35	92.77
MW-7	10/22/1999	NA	98.29	NS	NA
	09/25/2001			NS	NA
MW-8	10/22/1999	NA	97.32	NS	NA
	09/25/2001			NS	NA
MW-9	10/22/1999	NA	97.72	15.55	82.17
	09/25/2001			3.94	93.78
	11/20/2002			4.70	93.02
	07/15/2003			4.39	93.33
	05/11/2004			2.46	95.26
	5/30/2008			3.40	94.32
MW-10	10/22/1999	97.85	97.75	16.84	80.91
	09/25/2001			NS	NA
	11/20/2002			5.62	92.13
	07/15/2003			3.23	94.52
	5/30/2008			2.65	95.10
MW-11	09/25/2001	98.38	97.97	4.20	93.77
	11/20/2002			4.83	93.14
	07/15/2003			4.24	93.73
	05/11/2004			3.62	94.35
	5/30/2008			3.23	94.74
MW-12	09/25/2001	98.82	98.39	12.91	85.48
	11/20/2002			6.23	92.16
	07/15/2003			6.27	92.12
	05/11/2004			5.02	93.37
	5/30/2008			4.84	93.55
MW-13	09/25/2001	93.85	93.46	1.66	91.80
	11/20/2002			2.40	91.06
	07/15/2003			1.40	92.06
	05/11/2004			1.09	92.37
MW-14	11/20/2002	97.31	96.94	7.18	89.76
	07/15/2003			3.03	93.91
	05/11/2004			4.64	92.30
	5/30/2008			1.99	94.95
MW-15	11/20/2002	93.21	92.84	3.00	89.84
	07/15/2003			2.03	90.81
	05/11/2004			1.33	91.51
MW-16	11/20/2002	93.51	93.02	12.75	80.27
	07/15/2003			1.74	91.28
	05/11/2004			2.44	90.58
	5/30/2008			2.45	90.57
MW-17	07/15/2003			1.44	(not surveyed)
	05/11/2004			1.04	

Elevations based on professional survey completed by TESS on 02/10/99 .
NI = Well not installed.
NA = Information not available
NS = Well not sampled


ASPHALT PARKING LOT
MW-16
MW-13
B-20
PARKLAND PLAZA CONDOMINIUM
PROPERTY LINE
LARGE TREES
MW-7
ELEC. BOX
FIELD
MW-15
B-19
MW-12
MW-9
MW-11
GP-3
B-17/MW-7
GP-C
GP-1
GP-2
B-16
B-18/MW-8
TANKS AND PUMP ISLANDS
MW-3A
FORMER CONCRETE PADS
GP-B
B-11/MW-5
MW-2
B-22
STORAGE YARD
B-21
RETAINING WALL
MW-17
MW-8
B-14
GP-A
B-12
HOMETOWN INC.
BUILDING
MW-5
ASPHALT
MW-1A
MW-1
MW-1B
B-15
MW-14
B-13/MW-6
HAWTHORNE MEADOWS APARTMENTS
ALL CITY FENCE
CANOPY
PUMP ISLAND
MW-10
ASPHALT
LIGHT
PLANTED AREA
DRAINAGE DITCH
CULVERT
PROPERTY LINE
CALHOUN ROAD
SIGN
POST
DRIVEWAY
MH
W. CLEVELAND ANENUE
GRAPHIC SCALE
0
20
40
80
LEGEND
= GEOPROBE LOCATION
= SOIL BORING LOCATION
= MONITORING WELL LOCATION
= UNDERGROUND ELECTRIC LINE
= EXCAVATION SAMPLE
INDICATES WELL COULD NOT BE ABANDONED
MW-XX
NOTE:
DIMENSIONS DEPICTED ON MAP ARE FOR REFERENCE ONLY - SITE BASED ON THOMPSON ASSOCIATES, INC. GRADING PLAN DATED 3-4-91.
HOMETOWN, INC.
17200 WEST CLEVELAND AVE., NEW BERLIN, WI
THE SIGMA GROUP
Single Source. Sound Solutions.
DATE: 6/6/2008
DR. BY: ERS
LOCATIONS OF NON-ABANDONED WELLS
FIGURE A

State of Wisconsin
Department of Natural Resources

MONITORING WELL CONSTRUCTION
Form 4400-113A
8-89

Facility/Project Name: Hometown Inc - 17200 Cleveland	Grid Location: ____ ft. ☐ N. ☐ S. ____ ft. ☐ E. ☐ W.	Well Name: MW-5
Facility License, Permit or Monitoring Number: _____		Wis. Unique Well Number: _____ DNR Well Number: _____
Type of Well: Water Table Observation Well ☒ 11; Piezometer ☐ 12	Section Location: SE 1/4 of NE 1/4 of Section 9. T 6 N, R 20 ☒ E ☐ W	Date Well Installed: 03/24/92 (m m d d y y)
Distance Well Is From Waste/Source Boundary: 3.0 ft.		Well Installed By: (Person's Name and Firm) Sauter Drilling Services
Is Well A Point of Enforcement Std. Application? ☒ Yes ☐ No	Location of Well Relative to Waste/Source: ☐ Upgradient ☐ Sidegradient ☐ Downgradient ☒ Not Known	

A. Protective pipe, top elevation ___ 9.12 ft. ~~MSL~~ AGS

B. Well casing, top elevation ___ 9.50 ft. ~~MSL~~

C. Land surface elevation ___ 9.0 ft ~~MSL~~

D. Surface seal, bottom _____ ft. MSL or -1.0 ft.

12. USCS classification of soil near screen:
☐ GP ☐ GM ☐ GC ☐ GW ☐ SW ☐ SP
☐ SM ☐ SC ☐ ML ☐ MH ☒ CL ☐ CH
☐ Bedrock

13. Sieve analysis attached? ☐ Yes ☒ No

14. Drilling method used: Rotary ☐ 50; Hollow Stem Auger ☒ 41; Other ☐ __

15. Drilling fluid used: Water ☐ 02; Air ☐ 01; Drilling Mud ☐ 03; None ☒ 99

16. Drilling additives used? ☐ Yes ☒ No

Describe _____

17. Source of water (attach analysis): _____

E. Bentonite seal, top _____ ft. MSL or -1.0 ft.

F. Fine sand, top _____ ft. MSL or _____ ft.

G. Filter pack, top _____ ft. MSL or -2.0 ft.

H. Well screen, top _____ ft. MSL or -2.5 ft.

I. Well screen, bottom _____ ft. MSL or -12.5 ft.

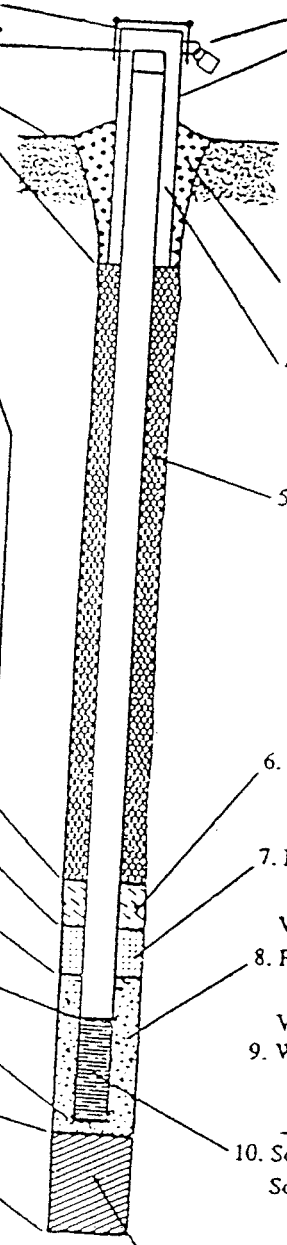
J. Filter pack, bottom _____ ft. MSL or -13.0 ft.

K. Borehole, bottom _____ ft. MSL or -16.0 ft.

L. Borehole, diameter 8.5 in.

M. O.D. well casing 2.25 in.

N. I.D. well casing 2.00 in.



1. Cap and lock? ☒ Yes ☐ No

2. Protective cover pipe:
a. Inside diameter: 6.0 in.
b. Length: 1.0 ft.
c. Material: Aluminum — Steel ☐ 04; Other ☒ __
d. Additional protection? ☐ Yes ☒ No
If yes, describe: _____

3. Surface seal: Bentonite ☐ 30; Concrete ☒ 01; Other ☐ __

4. Material between well casing and protective pipe: Bentonite ☒ 30; Annular space seal ☐; Other ☐ __

5. Annular space seal: Granular Bentonite ☒ 33
___ Lbs/gal mud weight . . . Bentonite-sand slurry ☐ 35
___ Lbs/gal mud weight . . . . . Bentonite slurry ☐ 31
___ % Bentonite . . . . . Bentonite-cement grout ☐ 50
___ Ft^3 volume added for any of the above
How installed: Tremie ☐ 01; Tremie pumped ☐ 02; Gravity ☒ 08

6. Bentonite seal: Bentonite granules ☒ 33
☐ 1/4 in. ☐ 3/8 in. ☐ 1/2 in. Bentonite pellets ☐ 32; Other ☐ __

7. Fine sand material: Manufacturer, product name and mesh size
_____
Volume added _____ ft^3

8. Filter pack material: Manufacturer, product name and mesh size
Red Flint Coarse Sand 20
Volume added _____ ft^3

9. Well casing: Flush threaded PVC schedule 40 ☒ 23; Flush threaded PVC schedule 80 ☐ 24; Other ☐ __

10. Screen material: Sch 40 PVC
Screen type: Factory cut ☒ 11; Continuous slot ☐ 01; Other ☐ __
Manufacturer Timco
Slot size: 0.010 in.
Slotted length: 10.0 ft.

11. Backfill material (below filter pack): None ☐; Other ☒
Bentonite

I hereby certify that the information on this form is true and correct to the best of my knowledge.

Signature _____ Firm Sigma Environmental Services, Inc.

Please complete and return both sides of this form as required by chs. 144, 147 and 160, Wis. Stats., and ch. NR 141, Wis. Adm. Code. In accordance with ch. 144, Wis Stats., failure to file this form may result in a forfeiture of not less than $10, nor more than $5,000 for each day of violation. In accordance with ch. 147, Wis. Stats., failure to file this form may result in a forfeiture of not more than $10,000 for each day of violation.
NOTE: Shaded areas are for DNR use only. See instructions for more information.

State of Wisconsin
Department of Natural Resources

MONITORING WELL CONSTRUCTION
Form 4400-113A
8-89

Facility/Project Name: Hometown Inc - 17200 Cleveland	Grid Location: ____ ft. ☐ N. ☐ S. / ____ ft. ☐ E. ☐ W.	Well Name: MW-8
Facility License, Permit or Monitoring Number: ____		Wis. Unique Well Number: ____ DNR Well Number: ____
Type of Well: Water Table Observation Well ☒ 11; Piezometer ☐ 12	Section Location: SE 1/4 of NE 1/4 of Section 9, T 6 N, R 20 ☒ E ☐ W	Date Well Installed: 03/26/92 (m m d d y y)
Distance Well Is From Waste/Source Boundary: 20 ft.	Location of Well Relative to Waste/Source: ☐ Upgradient ☐ Sidegradient ☐ Downgradient ☒ Not Known	Well Installed By: (Person's Name and Firm) Sauter Drilling Services
Is Well A Point of Enforcement Std. Application? ☒ Yes ☐ No		

A. Protective pipe, top elevation ___0.50 ft. ~~MSL~~ AGS

B. Well casing, top elevation ___0.10 ft. ~~MSL~~

C. Land surface elevation ___0.0 ft. ~~MSL~~

D. Surface seal, bottom _____ ft. MSL or -0.5 ft.

12. USCS classification of soil near screen:
☐ GP ☐ GM ☐ GC ☐ GW ☐ SW ☐ SP
☐ SM ☐ SC ☐ ML ☐ MH ☒ CL ☐ CH
☐ Bedrock

13. Sieve analysis attached? ☐ Yes ☒ No

14. Drilling method used: Rotary ☐ 50; Hollow Stem Auger ☒ 41; Other ☐ __

15. Drilling fluid used: Water ☐ 02; Air ☐ 01; Drilling Mud ☐ 03; None ☒ 99

16. Drilling additives used? ☐ Yes ☒ No

Describe _____

17. Source of water (attach analysis): _____

E. Bentonite seal, top _____ ft. MSL or -0.5 ft.

F. Fine sand, top _____ ft. MSL or ____ ft.

G. Filter pack, top _____ ft. MSL or -2.0 ft.

H. Well screen, top _____ ft. MSL or -2.5 ft.

I. Well screen, bottom _____ ft. MSL or -12.5 ft.

J. Filter pack, bottom _____ ft. MSL or -12.5 ft.

K. Borehole, bottom _____ ft. MSL or -12.5 ft.

L. Borehole, diameter 8.5 in.

M. O.D. well casing 2.25 in.

N. I.D. well casing 2.00 in.

1. Cap and lock? ☒ Yes ☐ No

2. Protective cover pipe:
a. Inside diameter: 6.0 in.
b. Length: 4.0 ft.
c. Material: Aluminum — Steel ☐ 04; Other ☒ __
d. Additional protection? ☐ Yes ☒ No
If yes, describe: _____

3. Surface seal: Bentonite ☐ 30; Concrete ☒ 01; Other ☐ __

4. Material between well casing and protective pipe: Bentonite ☒ 30; Annular space seal ☐; Other ☐ __

5. Annular space seal: Granular Bentonite ☒ 33
____ Lbs/gal mud weight . . . Bentonite-sand slurry ☐ 35
____ Lbs/gal mud weight . . . . . Bentonite slurry ☐ 31
____ % Bentonite . . . . . Bentonite-cement grout ☐ 50
____ Ft^3 volume added for any of the above
How installed: Tremie ☐ 01; Tremie pumped ☐ 02; Gravity ☒ 08

6. Bentonite seal: Bentonite granules ☒ 33; Bentonite pellets ☐ 32; Other ☐ __
☐ 1/4 in. ☐ 3/8 in. ☐ 1/2 in.

7. Fine sand material: Manufacturer, product name and mesh size _____
Volume added _____ ft^3

8. Filter pack material: Manufacturer, product name and mesh size Red Flint Coarse Sand 20
Volume added _____ ft^3

9. Well casing: Flush threaded PVC schedule 40 ☒ 23; Flush threaded PVC schedule 80 ☐ 24; Other ☐ __

10. Screen material: Sch 40 PVC
Screen type: Factory cut ☒ 11; Continuous slot ☐ 01; Other ☐ __
Manufacturer Timco
Slot size: 0.010 in.
Slotted length: 10.0 ft.

11. Backfill material (below filter pack): None ☒; Other ☐

I hereby certify that the information on this form is true and correct to the best of my knowledge.

Signature _____ Firm Sigma Environmental Services, Inc.

Please complete and return both sides of this form as required by chs. 144, 147 and 160, Wis. Stats., and ch. NR 141, Wis. Adm. Code. In accordance with ch. 144, Wis Stats., failure to file this form may result in a forfeiture of not less than $10, nor more than $5,000 for each day of violation. In accordance with ch. 147, Wis. Stats., failure to file this form may result in a forfeiture of not more than $10,000 for each day of violation.
NOTE: Shaded areas are for DNR use only. See instructions for more information.

State of Wisconsin
Department of Natural Resources

Route To: Watershed/Wastewater ☐ Remediation/Redevelopment ☐ Waste Management ☐ Other ☐

MONITORING WELL CONSTRUCTION

Form 4400-113A Rev. 6-97

Facility/Project Name: Citgo	Local Grid Location of Well: ____ ft. ☐ N. ☐ S. ____ ft. ☐ E. ☐ W.	Well Name: MW-13
Facility License, Permit or Monitoring No.	Grid Origin Location (Check if estimated: ☐) Lat. ° ' " Long. ° ' " or St. Plane ____ ft. N, ____ ft. E. S/C/N	Wis. Unique Well No. / DNR Well Number
Facility ID: 11047	Section Location of Waste/Source: ____ 1/4 of ____ 1/4 of Sec. ____, T. ____ N, R. ____ ☐ E ☐ W	Date Well Installed: 09/10/2001
Type of Well: Well Code 11/mw		Well Installed By: (Person's Name and Firm) J. Flaminio
Distance Well Is From Waste/Source Boundary ____ ft.	Location of Well Relative to Waste/Source: u ☐ Upgradient s ☐ Sidegradient d ☐ Downgradient n ☐ Not Known	Boart Longyear

A. Protective pipe, top elevation ____ ft. MSL

B. Well casing, top elevation Flush ft. MSL

C. Land surface elevation ____ ft. MSL

D. Surface seal, bottom ____ ft. MSL or 1.0 ft.

12. USC classification of soil near screen:
GP ☐ GM ☐ GC ☐ GW ☐ SW ☐ SP ☐
SM ☐ SC ☐ ML ☐ MH ☐ CL ☐ CH ☐
Bedrock ☐

13. Sieve analysis attached? ☐ Yes ☐ No

14. Drilling method used: Rotary ☐ 50
Hollow Stem Auger ☒ 41
____ Other ☐

15. Drilling fluid used: Water ☐ 02 Air ☐ 01
Drilling Mud ☐ 03 None ☐ 99

16. Drilling additives used? ☐ Yes ☒ No

Describe ____

17. Source of water (attach analysis):

E. Bentonite seal, top ____ ft. MSL or 1.0 ft.

F. Fine sand, top ____ ft. MSL or na ft.

G. Filter pack, top ____ ft. MSL or 2.5 ft.

H. Screen joint, top ____ ft. MSL or 3.0 ft.

I. Well bottom ____ ft. MSL or 18.0 ft.

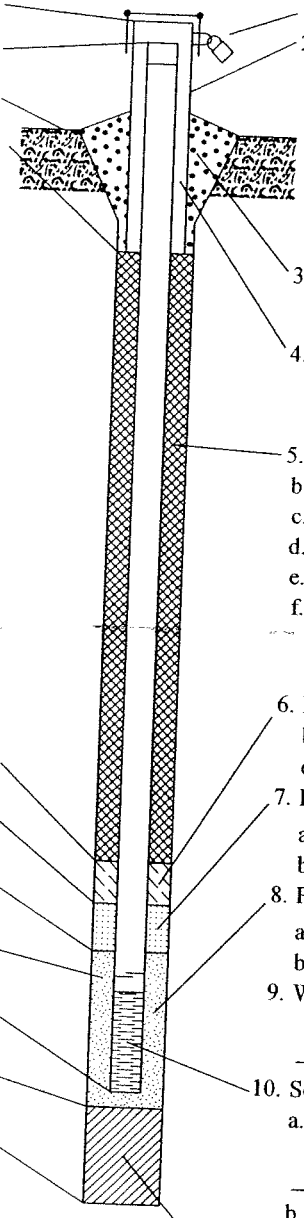
J. Filter pack, bottom ____ ft. MSL or 18.5 ft.

K. Borehole, bottom ____ ft. MSL or 18.5 ft.

L. Borehole, diameter 8.0 in.

M. O.D. well casing 2.37 in.

N. I.D. well casing 2.06 in.



1. Cap and lock? ☒ Yes ☐ No
2. Protective cover pipe:
a. Inside diameter: 8.0 in.
b. Length: 1.0 ft.
c. Material: Steel ☒ 04 ____ Other ☐
d. Additional protection? ☐ Yes ☒ No
If yes, describe: ____
3. Surface seal: Bentonite ☐ 30 Concrete ☒ 01 ____ Other ☐
4. Material between well casing and protective pipe: #40 American Materials Bentonite ☐ 30 Other ☒
5. Annular space seal: a. Granular Bentonite ☒ 33
b. ____ Lbs/gal mud weight . Bentonite-sand slurry ☐ 35
c. ____ Lbs/gal mud weight . . . Bentonite slurry ☐ 31
d. ____ % Bentonite . . . Bentonite-cement grout ☐ 50
e. ____ Ft^3 volume added for any of the above
f. How installed: Tremie ☐ 01 Tremie pumped ☐ 02 Gravity ☒ 08
6. Bentonite seal: a. Bentonite granules ☒ 33
b. ☐ 1/4 in. ☐ 3/8 in. ☐ 1/2 in. Bentonite pellets ☐ 32
c. ____ Other ☐
7. Fine sand material: Manufacturer, product name and mesh size
a. na
b. Volume added ____ ft^3
8. Filter pack material: Manufacturer, product name and mesh size
a. #40 American Materials
b. Volume added ____ ft^3
9. Well casing: Flush threaded PVC schedule 40 ☒ 23 Flush threaded PVC schedule 80 ☐ 24 ____ Other ☐
10. Screen material: PVC
a. Screen Type: Factory cut ☒ 11 Continuous slot ☐ 01 ____ Other ☐
b. Manufacturer Boart Longyear
c. Slot size: 0.010 in.
d. Slotted length: 15.0 ft.
11. Backfill material (below filter pack): None ☒ 14 ____ Other ☐

I hereby certify that the information on this form is true and correct to the best of my knowledge.

Signature: [signature]

Firm: Boart Longyear Company
101 Alderson Street Schofield, WI 54476
Tel: 715-359-7090
Fax: 715-355-5715

Please complete both Forms 4400-113A and 4400-113B and return to the appropriate DNR office and bureau. Completion of these reports is required by chs. 160, 281, 283, 289, 291, 292, 293, 295, and 299, Wis. Stats., and ch. NR 141, Wis. Adm. Code. In accordance with chs. 281, 289, 291, 292, 293, 295, and 299, Wis. Stats., failure to file these forms may result in a forfeiture of between $10 and $25,000, or imprisonment for up to one year, depending on the program and condut involved. Personnally identifiable information on these forms is not intended to be used for any other purpose. NOTE: See the instructions for more information, including where the completed forms should be sent.

THE SIGMA GROUP
Single Source. Sound Solutions.

RECEIVED
SEP 19 2008
ERS DIVISION

September 18, 2008

Project Reference # 3140

Mr. John Brandt, SC
Parkland Plaza Condominium Association
2675 S. Calhoun Road
New Berlin, Wisconsin 53151-2713

RE: Notification of Responsibilities Associated with a Lost Groundwater Monitoring Well at the Parkland Plaza Condominium Association Located on S. Calhoun Road, New Berlin, Wisconsin
Commerce # 53146220100 A, B, and C

Dear Mr. Brandt:

The Wisconsin Department of Commerce (COMM) has granted conditional closure for the release of petroleum-related contamination on the 17200 West Cleveland Ave., New Berlin, Wisconsin property. This property is adjacent to the south property boundary of the Parkland Condominium Association property. During contamination investigation activities, several groundwater monitoring wells were install on the condominium association property. All of the wells except for one (MW-13) have been abandoned per case closure requirements. It appears that well MW-13 may have had new asphalt pavement placed over the well and therefore could not be located during well abandonment activities.

Under s. 292.12, Wis. Stats., the Parkland Plaza Condominium Association or any subsequent property owner is responsible for properly abandoning the monitoring well according to Wisconsin Admininistrative Code Chapter NR 141 requirements if found in the future. Well abandonment documentation would need to be submitted to COMM. The location of the well at the time of installation is shown on the attached figure.

If you any questions or need more information, please contact Mr. Shawn Wenzel of COMM at (608) 261-5401.

Sincerely,
Sigma Environmental Services, Inc.

Dale C. Armbruster, P.G.
Senior Project Manager

Cc: Mr. Shawn Wenzel – Wisconsin Department of Commerce

THE SIGMA GROUP
SIGMA ENVIRONMENTAL SERVICES, INC.
SIGMA DEVELOPMENT, INC.
SIGMA LEASING, INC.

1300 West Canal Street
Milwaukee, WI 53233
414-643-4200
FAX: 414-643-4210

April 24, 2007

CERTIFIED MAIL

Parkland Plaza Condominium Association
c/o Mr. John Brandt, SC
2675 S. Calhoun Road
New Berlin, WI 53151-2713

Dear Mr. Brandt:

Groundwater contamination that appears to have originated on the property located at 17200 West Cleveland Avenue, New Berlin, Wisconsin has migrated onto a portion of the Parkland Plaza Condominium property on South Calhoun Road in the same municipality. The level of methyl-tert-butyl-ether contamination in the groundwater on the Parkland Plaza Condominium property is above the state groundwater enforcement standards found in chapter NR 140, Wisconsin Administrative Code. However, we, the environmental consultants who have investigated this contamination on behalf of Hometown Inc., the source property owner, have documented that this groundwater contaminant plume is stable or receding and will naturally degrade over time. We believe that allowing natural attenuation to complete the cleanup at this site will meet the requirements for case closure that are found in chapter NR 726 and chapter Comm 46 (if this site is eligible for closure under ch. Comm 46), Wisconsin Administrative Code, and on behalf of our client, we will be requesting that the Department of Commerce accept natural attenuation as the final remedy for this site and grant case closure. Closure means that the Department will not be requiring any further investigation or cleanup action to be taken, other than the reliance on natural attenuation.

Since the source of the groundwater contamination is not on the Parkland Plaza Condominium property, neither the condominium owners nor any subsequent owners will be held responsible for investigation or cleanup of this groundwater contamination, as long as they and any subsequent owners comply with the requirements of section 292.13, Wisconsin Statutes, including allowing access to the Parkland Plaza Condominium property for environmental investigation or cleanup if access is required. To obtain a copy of the Department of Natural Resources' publication #RR-589 Fact Sheet 10, "Off-site Contamination – How Does It Affect My Property?", you may visit *http://www.dnr.state.wi.us/org/aw/rr/archives/pubs/RR589.pdf* or call 608-267-3859.

The Department of Commerce will not review the closure request for at least 30 days after the date of this letter. As an affected property owner, Parkland Plaza Condominium has a right to contact the Department to provide any technical information that you may have that indicates that closure should not be granted for this site. If you would like to submit any information to the Department of Commerce that is relevant to this closure request, you should mail that information to: Mr. James Delwiche, 141 NW Barstow St., Waukesha, WI 53188.

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

to the general public on the Department of Natural Resources' internet web site. Please review the following legal description of the Parkland Plaza Condominium property, and notify me within the next 30 days if the legal description is incorrect:

Lot 1 of Certified Survey Map No. 4715, recorded on May 15, 1985 in Volume 38 of Certified Survey Maps on pages 87, 88 and 89, as Document No. 1296063, being a part of the NE ¼ of the SE ¼ & SE ¼ of the NE ¼ of Section 9, T6N, R22E, City of New Berlin, County of Waukesha, State of Wisconsin.

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 on the internet at *http://maps.dnr.state.wi.us/imf/dnrimf.jsp?site=brrts.* A copy of the closure letter is included as part of the site file on the GIS Registry.

Should the Parkland Plaza Condominium or any subsequent property owner wish to construct or reconstruct a well on the Parkland Plaza Condominium property, special well construction standards may be necessary to protect the well from the residual groundwater contamination. Any well driller who proposes to construct a well on the Parkland Plaza Condominium property in the future will first need to obtain approval from a regional water supply specialist in DNR's Drinking Water and Groundwater Program. The well construction application, form 3300-254, is on the internet at *http://dnr.wi.gov/org/water/dwg/3300254.pdf*, or may be accessed through the GIS Registry web address in the preceding paragraph.

If you need more information, you may contact the property owner at 17160 W. North Ave., Ste. 200, Brookfield, Wisconsin or (262) 797-9311, or you may contact Mr. James Delwiche at the Wisconsin Department of Natural Resources, 141 NW Barstow St., Waukesha, WI 53188 or (262) 574-2100.

Sincerely,

SIGMA ENVIRONMENTAL SERVICES, INC.

Dale C. Armbruster, P.G.
Senior Project Manager

1312473

RETURN TO:
DENIS J. WAGNER
ATTORNEY
P.O. BOX 65
NEW BERLIN, WIS
53151

DECLARATION OF CONDOMINIUM

FOR

PARKLAND PLAZA CONDOMINIUM

THIS DECLARATION is made and entered into pursuant to the provisions of Chapter 703 of the Wisconsin Statutes, commonly known as the Condominium Ownership Act, by Anderson-Ashton, Inc., a Wisconsin corporation, hereinafter referred to as "Declarant."

ARTICLE I: DEFINITIONS

1.01 "Act" shall mean the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes, now in effect and as it may be hereafter amended, renumbered or renamed.

1.02 "Association" shall mean the PARKLAND PLAZA CONDOMINIUM, INC., a non-stock, non-profit corporation which is comprised of all unit owners acting as a group in accordance with the Act, this Declaration, the Articles and the Bylaws, and which shall be administered and operated by a Board of Directors.

1.03 "Articles" shall mean the articles of incorporation for PARKLAND PLAZA CONDOMINIUM, INC., a non-stock, non-profit corporation organized under Chapters 703 and 181 of the Wisconsin Statutes.

1.04 "Board" shall mean the Board of Directors of the Association.

1.05 "Bylaws" shall mean the Bylaws of the Association.

1.06 "Common Areas," "Common Areas and Facilities," and "Common Elements" shall all mean the entirety of all lands, structures and improvements of whatever kind or nature (excluding the units) which are located on, comprise a part of, or are appurtenant to the property subject to this Declaration. All the common elements shall be owned by all the unit owners as tenants in common under the Act with each unit initially having a 1/8th interest therein and shall include all limited common elements. Also see ARTICLE XII with respect to expansion and change of percentage interests.

1.07 "Condominium Documents" shall mean this Declaration, the Articles, the Bylaws and any Rules and Regulations adopted by the Board from time to time, as any of the foregoing may be amended from time to time.

1.08 "Declaration" shall mean this Declarataion of Condominium, as amended from time to time, together with any and all supplementary declarations or amendments which may be recorded.

1.09 "Declarant" shall mean ANDERSON-ASHTON, INC., a Wisconsin corporation.

1.10 "Improvements" shall mean all buildings, fixtures, roads, driveways, parking areas, fences, plants, lawns, landscaping, structures, and other facilities or items of any kind located on the property (excluding the units).

1.11 "Limited Common Elements" shall be those common elements assigned to each unit, which are reserved for the exclusive use of the unit and the occupants of the unit.

1.12 "Owner" or "Unit Owner" shall mean the fee simple owner(s), or owner of a vendee's interest under a land contract, of record title to the unit, including: a) Declarant; and b) all joint owners of a unit, who shall be treated collectively as one unit owner regardless of the type of tenancy or estate; and c) all successors and assigns of such owner or joint owner.

1.13 "Joint Owner" shall mean an owner of record of any partial or shared legal ownership interest in a unit, regardless of whether held jointly, in common, or in some other form of tenancy or estate, together with all personal representatives, successors and assigns.

1.14 "Manager" shall mean any professional managing agent, whether an individual, firm, or corporation, who may be appointed by Declarant or retained by the Association to manage the common elements and the operation of the Association.

1.15 "Percentage of ownership interest" shall mean and include an undivided interest in all common and limited common elements, all in the percentage of an initial 1/8th interest for each such unit and an initial undivided 1/8th interest in all assets and liabilities of the Association. "Percentage of ownership interest" shall be appurtenant to each unit. Also see ARTICLE XII with regard to expansion and change of percentage interests.

1.16 "Property" shall mean the units, the real estate described in Section 2.03 and all improvements thereon, and all water, mineral, air and other rights, title, easements and interests appurtenant to the real estate.

1.17 "Rules and Regulations" shall mean those rules and regulations as may be adopted by the Board from time to time in accordance with this Declaration and the Bylaws.

1.18 "Section" means a section of this Declaration (e.g. 1.18) and includes and refers to all subsections (e.g. (a)), paragraphs (e.g. (1)) and subparagraphs (e.g. (i)) unless a particular subsection, paragraph or subparagraph is specified.

1.19 "Unit" shall mean a part of the property subject to this Declaration intended for independent use and enjoyment as a separate commercial unit, consisting of one cubicle of air at one level of space, having the following boundaries:

(a) Upper boundaries - shall be the plane of the under surfaces of the chords of the roof trusses or of the ceiling joists, such that all drywall, ceiling tile and other ceiling materials shall constitute a part of the unit;

(b) Lower boundaries - shall be the plane of the upper surfaces of the concrete floor or other structural supports for subflooring or other prefinished flooring such that all subflooring and other flooring materials shall constitute a part of the unit;

(c) Vertical boundaries - shall be the plane of the interior surfaces of the wall studs or blocks of exterior walls of the unit and the plane of the outside faces of doors and windows for the unit such that all drywall, panelling and wall coverings and all doors, door casements, interior door framing, windows and window glass shall constitute a part of the unit.

1.20 "May" means something which is permissible or can be done without any obligation that it be done (whether expressed or implied), and "shall" means something which must be done.

1.21 "Phase I" means the building as shown on the plat attached hereto as Exhibit "A" containing Units 1, 2, 3, 4, 13, 14, 15 and 16. "Phase II" means the future building as shown on the plat attached hereto as Exhibit "A" which will contain an additional 8 units as shown and designated as Units 5, 6, 7, 8, 9, 10, 11 and 12.

ARTICLE II: STATEMENT OF DECLARATION

2.01 PURPOSE

The purpose of this Declaration is to submit the property to the condominium form of use and ownership as provided under the Condominium Ownership Act of the State of Wisconsin and this Declaration.

2.02 DECLARATION

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(a) The Declarant hereby declares that ANDERSON-ASHTON, INC. is the owner of the fee simple title to the property which is hereby submitted to the condominium form of use and

ownership pursuant to the Act, this Declaration and the other condminium documents.

(b) The property and all parts thereof shall be held, conveyed, transferred, encumbered, leased, assigned, improved, occupied and used subject to the terms, conditions and provisions of this Declaration, the other condominium documents and the Act (to the extent not contrary to the condominium documents), all of which shall be deemed to be covenants running with the land and shall bind the Declarant and all parties now or hereafter having any legal or equitable interest in the property or any portions thereof whether as owners, joint owners, lessees, users, mortgagees, encumbrancers or otherwise.

2.03 LEGAL DESCRIPTION OF PROPERTY

The property which is hereby submitted to the Act and this Declaration is certain real estate located in the City of New Berlin, County of Waukesha, Wisconsin, and legally described as:

> Lot 1 of Certified Survey Map No. 4715, recorded on May 15, 1985 in Volume 38 of Certified Survey Maps on pages 87, 88 and 89, as Document No. 1296063, being a part of the NE1/4 of the SE1/4 & SE1/4 of the NE1/4 of Section 9, T6N, R20E, City of New Berlin, County of Waukesha, State of Wisconsin.

Such real estate is also described and shown on the plat attached hereto as Exhibit "A."

2.04 NAME

The property, including all units and improvements, shall be known as "PARKLAND PLAZA CONDOMINIUM."

ARTICLE III: DESCRIPTION OF BUILDINGS AND UNITS

3.01 DESCRIPTION OF BUILDING

There is presently a 1-story building constructed on the real estate which contains 8 units all of which are commercial units. There are parking areas and drives surrounding the building. The building has been constructed principally of steel, concrete block, wood and poured concrete, with mansard roofs. The location of the building is set forth on the plat attached hereto as Exhibit "A" designated Phase I. Also see ARTICLE XII with respect to expansion of the building to 16 total units as Phase II.

3.02 DESIGNATION, LOCATION AND LAYOUT OF UNITS

The unit number of each unit and its location, plan and approximate area are set forth in the plans, elevation drawings and specifications attached as Exhibit "B".

3.03 UNIT FACILITIES

The following items, areas and facilities (hereafter referred to as "facilities of a unit") shall not be considered common elements, but shall be considered a part of the unit owned by the unit owner to the extent that such items, areas or facilities are within the exterior boundaries of the unit or are used by or service that unit alone: a) equipment, appliances, fixtures, ducts, lines, pipes and laterals for services such as sewer, electrical power, gas, water, heat and air-conditioning; and b) all other apparatus, equipment, fixtures and materials used in conjunction with, or servicing, such unit alone. Each unit is served by an individual heating and air-conditioning unit which shall be considered one of the facilities of the unit to be maintained and repaired by the unit owner. Each unit owner shall be responsible for all costs of heating and/or air-conditioning his/her unit. Each unit shall have a separately metered gas, electrical service, and water and sewer service.

3.04 USE

(a) Each unit shall be used by the unit owner and any other occupants solely for conducting business or commercial activity. No unit may be used at any time for residential purposes, whether temporary or permanent. Any unit may be totally or partially leased to tenants or sub-tenants at the discretion of the unit owner, subject always to this Declaration.

(b) Use of each unit shall also be subject to the Act, the other provisions of this Declaration, and the Bylaws and all Rules or Regulations as may be adopted by the Board from time to time.

(c) The City of New Berlin Zoning Code shall also govern the use of each unit. The only business and commercial activity allowed in each unit shall be those uses designated as "permitted use" under the B-2 Local Business District of the said zoning code. However, it is intended that one unit may be used as a restaurant/delicatessan and that one unit may be used as a veterinary medical office/clinic. If these uses are not designated as "permitted uses" under the said zoning code, it is intended that they be allowed, as limited herein, as a proper use of the units, subject to said zoning code.

(d) The use of Unit #1 through Unit #4 are further restricted to require that the business and/or commercial activity allowed shall be of a retail nature as opposed to a

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service and/or wholesale nature. The use of Unit #13 through Unit #16 may be used for retail, service and/or wholesale business and/or commercial activity. Also see ARTICLE XII with respect to expansion to 16 units. The use of Unit #5 through Unit #8 shall be the same as for Unit #1 through Unit #4. The use of Unit #9 through Unit #12 shall be the same as for Unit #13 through Unit #16.

(e) An occupancy permit and/or use approval from the City of New Berlin shall always be required for each unit. No conditional uses and/or non-conforming uses under the zoning code, even if allowable by the City of New Berlin, shall be allowed in any unit, except for the one unit which may be used as a restaurant/delicatessan and the one unit which may be used as a veterinary medical office/clinic, if they are considered to be conditional uses and/or non-conforming uses under the zoning code. It is intended that this Declaration may be more restrictive than the City of New Berlin zoning code governing the use of the units.

(f) Only one unit may at any time be used as a restaurant/delicatessan. Said restaurant/delicatessan may not operate with any open grill or ventilation system typically required to remove smoke and odors from heated-cooking areas. If said use in a particular unit is discontinued for more than one year, it shall be deemed to have been abandoned and thereafter available to the owners of any of the other units. If any other unit thereafter establishes such a use, it shall be operated under the same restrictions and have the same exclusive right to said use.

(g) Only one unit may at any time be used as a veterinary medical office/clinic. If said use in a particular unit is discontinued for more than one year, it shall be deemed to have been abandoned and thereafter available to the owners of any of the other units. If any other unit thereafter establishes such a use, it shall be operated under the same restrictions and have the same exclusive right to said use.

3.05 <u>UNIT MAINTENANCE</u>

(a) Each unit and all its facilities, and other fixtures, appliances and equipment located within or designated as a part of such unit shall at all times be maintained and repaired by the unit owner, at such unit owner's expenses.

(b) Upon the failure of any unit owner, after reasonable notice, to perform any maintenance or repairs to a unit or its facilities which the Board may determine necessary or advisable for protection of common elements or for aesthetic reasons, the Association may (at its option) perform the same and may make special assessments against the unit and the unit owner for the cost thereof, either before or after such maintenance or repairs are performed. There shall be a perpetual easement for

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the Association and its officers, directors, employees, agents, servants and independent contractors to enter the unit at all reasonable time upon advance notice to the unit owner (and in emergencies without notice) to perform such maintenance or repairs which the Board determines necessary or reasonable and which it elects to perform.

ARTICLE IV: OWNERSHIP OF UNITS

4.01 EXCLUSIVE OWNERSHIP OF UNITS

Each unit owner shall be entitled to the exclusive use, ownership and possession of his, her or their unit, subject to the limitations, restrictions and other provisions of the Act, this Declaration, and the other condominium documents.

4.02 PERCENTAGE OF OWNERSHIP INTEREST

(a) Each unit owner shall initially own a 1/8th undivided interest in all common and limited common elements, plus a 1/8th undivided interest in all assets and liabilities of the Association. Also see ARTICLE XII with respect to expansion and change of percentage of ownership interests.

(b) A unit owner's ownership interest in all common elements and in all hazard insurance proceeds, condemnation awards and other assets and liabilities of the Association may not be modified in any respect or for any reason, except as hereinafter provided with respect to expansion for Phase II.

4.03 EASEMENTS FOR ACCESS

Each unit owner and all tenants or other occupants of a unit shall have the following non-exclusive rights and easements which shall be appurtenant to and shall pass with title to every unit and may be exercised in accordance with the Act, this Declaration and the other condominium documents: a right of ingress and egress over and across driveways, walks and other common elements necessary for pedestrian access to the unit and to all limited common elements reserved for that unit; and a right of ingress and egress over and across driveways and parking areas necessary for vehicular access to the unit and parking stalls.

4.04 NO PARTITION OF UNITS

If any unit shall be owned by two or more joint owners, nothing contained in this Declaration shall prohibit a judicial partition of such unit as between such joint owners so long as such partition does not involve a physical partition, separation or division of the unit into two or more units. No unit shall be physically partitioned, separated or divided into

two or more units, except as set forth in Section 4.05 on re-division of previously combined units.

4.05 COMBINATION OF UNITS; RE-DIVISION

Any unit owner may purchase an adjoining unit and thereafter combine the same by opening up common walls for internal ingress/egress between the units, provided that no exterior walls or structural components of the common elements of the building are disturbed. In addition to any permits and/or inspections of said internal re-construction which may be required by the City of New Berlin, the unit owner shall obtain advance written approval from the Association before combining the same. After combination, the combined unit, for all intents and purposes under this Declaration, the Articles, the Bylaws, the Rules and Regulations, and the Act, shall continue to be designated as 2 units, with all the rights, duties and/or obligations of 2 units appertaining thereto. The combined unit may later be re-divided, provided that the re-division restores the units to their original configuration, and further provided that the permits and/or inspections required by the City of New Berlin are obtained and advance written approval of the Association is obtained, all as provided above with respect to combination of units.

ARTICLE V: COMMON ELEMENTS

5.01 USE OF COMMON ELEMENTS

(a) Each unit owner and his, her or their tenants shall have a non-exclusive right and easement to use and enjoy all common elements (other than limited common elements reserved for the exclusive use of any other unit), all subject to the Act, this Declaration, the Bylaws and any Rules and Regulations adopted by the Board from time to time.

(b) Except for damages covered by insurance maintained by the Association, each unit owner shall be responsible and liable to the Association for any damage (except ordinary wear and tear) to the common elements caused by or at the direction of such unit owner or any tenant, guest or occupant of the unit or caused by improvements or repairs to, or by a lack of maintenance of, the unit or the limited common elements appurtenant to the unit.

(c) There shall be no obstruction of any common elements other than for temporary parking of motor vehicles in designated parking areas or as necessary for repairs to the property or for excavation or construction of improvements to the common areas, nor shall anything be kept or stored in or upon any part of the common or limited common elements (other than as otherwise expressly authorized under this Declaration or the other condominium documents) without the prior written consent of the Board.

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(d) Nothing shall be removed from nor erected, emplaced, altered, or constructed in or about the common or limited common elements without the Board's prior written consent, unless specifically authorized under the condominium documents.

5.02 CONSTRUCTION OF IMPROVEMENTS, MAINTENANCE AND REPAIRS

(a) The Association shall be responsible for maintenance and repair of all existing improvements and for construction, maintenance and repair of all other improvements which the Association may wish to install, except as otherwise provided in any of the condominium documents. All such costs and expenses for maintenance or repair of any improvements or for construction or installation of any improvements (other than for construction of existing improvements) shall be considered common expenses to be shared equally by the owners of all units. All costs and expenses for maintenance and repair of drives, walks, sanitary sewers, storm sewers, water lines, and other utilities or services within or comprising the common elements and available for use by more than one unit shall also be common expenses and shall likewise be shared equally by all unit owners. Declarant shall not be responsible or liable for any costs or expenses for construction or installation or improvements beyond the existing improvements reflected in the plats and floor plans. Declarant shall be solely responsible and liable for any costs or expenses for the construction or installation of improvements for Phase II as shown on the plat attached hereto as Exhibit "A."

(b) No unit owner may exempt himself or herself from liability for common expenses, regardless of the form of ownership of the unit or the extent of use of the common elements by such owner or other occupants of the unit.

5.03 NO PARTITION, ENCUMBRANCE OR TRANSFER OF COMMON ELEMENTS

(a) There shall be no partition of the common elements through judicial proceedings or otherwise without the prior written consent of all unit owners and their mortgagees unless this Declaration is terminated and all property is withdrawn from the terms of any statutes applicable to condominium ownership.

(b) Neither the Declarant nor the Association may abandon, subdivide, encumber, sell or transfer any of the common elements apart from an encumbrance, sale or transfer of a unit, without the prior written consent of all unit owners (other than Declarant) and their mortgagees, except for easements or right-of-ways which may be granted under Subsection 10.03(c) and lien rights as may be granted or as may arise against the percentage of ownership interest in common elements appurtenant to a unit.

ARTICLE VI: LIMITED COMMON ELEMENTS

6.01 DESIGNATION OF LIMITED COMMON ELEMENTS

The limited common elements appurtenant to each respective unit, which are to be assigned to the unit in the deed from Declarant and will thereby be reserved for the exclusive use of the unit owner, shall consist of the specified (by Declarant and uniform for all units) area of the exterior facia of each unit as shown on the plans, elevation drawings and specifications attached as Exhibit "B".

6.02 USE OF LIMITED COMMON ELEMENTS

(a) The rights to exclusive use and enjoyment of the limited common elements appurtenant to a unit shall not be subject to transfer or conveyance apart from a transfer or conveyance of the unit to which they are appurtenant. Such rights to use and enjoy all limited common elements then appurtenant to a unit shall automatically pass with the transfer or conveyance of title to the unit.

(b) The specified area of the exterior facia of each unit comprising the limited common elements shall be for the purpose of unit owner's signage. Use of these limited common elements shall be subject to such further Rules and Regulations as the Board may adopt from time to time. Also see Section 11.04 hereof regarding signs.

ARTICLE VII: DAMAGE OR DESTRUCTION

7.01 UNIT DAMAGE

(a) This section shall apply in the event of any damage or destruction to all or part of any unit from one or more occurrences.

(b) The owner(s) of a unit shall be soley responsible for all interior repairs, reconstruction and rebuilding of such unit and all its facilities and contents in the event of any damage of any kind resulting from any cause(s) whatsoever, except that this provision shall not preclude or otherwise affect the unit owner's right to recover any such costs and expenses from any person(s) responsible for such loss. The Association shall be responsible, and shall reimburse the unit owner, for the cost of repairs or replacements required by reason of physical damage to a unit or its contents if (and only if) such damage is caused by the clogging, breakage, lack of repair or defective or damaged condition of any common elements or by any insured fire or other casualty or occurrence for which the Association has insurance coverage, but only to the extent of such coverage.

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(c) Any unit damaged by fire or other casualty or occurrence of any kind shall be promptly repaired, reconstructed or rebuilt by the unit owner, at his, her or their expense (following completion of repairs or rebuilding by the Association of the common elements necessary therefor), if the cost of such repairs is reasonably estimated to be less than 50% of the fair market value of the unit prior to the date of initial damage or destruction, as determined on a cost approach basis.

(d) The proceeds of collectible insurance maintained by the Association under Section 9.04(a)(5) shall be made available for the purpose of repairing and rebuilding those damaged portions of a unit so insured, upon submission of contractors' invoices and lien waivers for work performed, unless the owner or mortgagee of such damaged unit and the owners or mortgagees of at least two-thirds of all other units agree in writing that such insurance proceeds need not be so applied, in which event the insurance proceeds attributable to such insured portions of a damaged unit shall be paid to the unit owner and the mortgagee as their interests may appear.

(e) If the cost of repair, reconstruction or rebuilding of such damaged unit is reasonably estimated to be 50% or more of the unit's fair market value prior to the date of initial damage, as determined on a cost approach basis, the owner shall serve a written notice to the Board within thirty days after the completion of repairs to common elements necessary for commencement of repairs to the unit stating whether or not such unit will be repaired, reconstructed or rebuilt.

(f) In the event a unit owner fails to promptly perform any repairs, reconstruction or rebuilding, or serves written notice of an intent not to repair, reconstruct or rebuild, or fails to serve a written notice as required under Subsection 7.01(e) within the time provided, the Association shall have the option to purchase such unit (upon the vote of a majority of the Board) for 80% of the fair market value of the unit (assuming such unit was repaired to the extent of any proceeds of available insurance maintained under Section 9.04(a)(5), unless previously paid to the unit owner or mortgagee, in which case such value shall be in the then existing condition) which shall be determined on a market approach basis by a qualified appraiser selected by the Board prior to the exercise of such option; provided, however, such purchase price shall not be less than the total indebtedness due on any first mortgage on such unit. Such option shall be exercised by the Association, if at all, within ninety days following the receipt of written notice from the unit owner of an intent not to repair or rebuild or within ninety days following completion of repairs to the common elements necessary for such owner to commence repairs to the unit and the failure of the unit owner to so commence such repairs within forty-five days following completion of repairs to the common elements. The Association shall not be entitled to exercise this option to purchase without either fully satisfying

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any outstanding first mortgage on the unit or attaining the prior written consent of the holder of any such first mortgage and, upon exercise of such option, all proceeds of insurance maintained under Section 9.04(a)(5) shall then be payable to the Association, which shall repair the unit to the extent of such available proceeds recovered for damage to the unit.

(g) In the event the cost of repair, reconstruction or rebuilding of damage to a unit is reasonably estimated to be less than 50% of the unit's fair market value prior to the date of such damage or destruction (determined on a cost basis), it shall be conclusively presumed that each unit owner voted and the Association determined (on the 30th day following the completion of repairs to common elements necessary for commencement of repairs to the unit) that the unit shall be repaired, reconstructed or rebuilt by the owner. If the cost of repair, reconstruction or rebuilding of damage to a unit is reasonably estimated to be 50% or more of such fair market value, it shall be conclusively presumed that each unit owner voted and the Association determined (on the 30th day following completion of repairs to common elements necessary for commencement of repairs to the unit) that such unit shall be repaired, reconstructed or rebuilt within ninety days thereafter to the extent such repairs would be covered by insurance proceeds available to the unit owner or the Association for such purpose and additional repairs, reconstruction and rebuilding need not be undertaken by the unit owner in absence of any obligation to do so to a first mortgagee, unless the unit owner, the holder of any first mortgage on the unit and at least two-thirds of the owners or mortgagees on all other units determine otherwise in writing prior to such a presumed determination by the Association. However, nothing contained in this subsection shall preclude the Association from exercising its option to purchase such unit under Subsection 7.01(f) or preclude the Association or the unit owner (if the Association does not exercise such option to purchase) from thereafter repairing, reconstructing or rebuilding the unit at any time.

7.02 DAMAGE TO COMMON ELEMENTS

(a) This Section and any relevant provisions of the Bylaws shall apply in the event of any damage or destruction to all or part of any common or limited common elements resulting from one or more occurrences.

(b) Each unit owner shall promptly repair any damage to the limited common elements appurtenant to his/her unit caused by such unit owner or any tenant or occupant of the unit. The occurrence of any damage to any limited common elements shall constitute a vote by each unit owner and a decision by the Association on the 30th day following such damage that the same shall be repaired by the unit owner as provided above.

(c) Proceeds of insurance maintained by the Association under Section 9.04 shall be used to repair, reconstruct or replace any damage to common elements to the extent available, unless all owners of units and their mortgagees (or two-thirds of all unit owners, or their mortgagees, with respect to damaged portions of other common elements) agree in writing that such repairs or replacements should not be performed, in which event such insurance proceeds shall first be used to raze and remove or to permanently seal or cover the damaged items and to preserve the functional utility and aesthetic appearance of the property.

(d) The Association shall repair, reconstruct or replace any damaged portions of the common elements to substantially the same condition as existed immediately prior to such damage if the costs of repair of such damage resulting from any single occurrence or series of occurrences are reasonably estimated to be covered by or to be less than $50,000 above the amount of available insurance proceeds (based upon 1985 value), unless the owners of all units within a damaged building and their mortgagees (or two-thirds of all unit owners, or their mortgagees, with respect to damaged portions of other common elements) agree in writing that such repairs should not be performed. The performance of repairs by the Association shall constitute consent by each unit owner and mortgagee that such repair should be performed, and any vote or written agreement by the unit owners or mortgagees not to have such repairs performed shall be effective only for repair work not already performed by the Association.

(e) If the cost of repairs for damage to common elements is estimated to be $50,000 or more in excess of the amount of available insurance proceeds (based upon 1985 value), such repairs shall be performed upon the vote or written agreement to do so by a majority of the owners of units or their mortgagees.

7.03 <u>WAIVER OF PARTITION; VOTE FOR REPAIRS</u>

By acceptance of a deed or other transfer or acquisition of any legal or equitable interest in the property or in any unit, each unit owner, joint owner, mortgagee, and other transferee:

(a) Irrevocably waives all rights, and agrees not to prosecute any claim, for partition of the property or any part thereof (including any unit) as may otherwise be available under the Act or under Section 842.02, Wis. Stats. (as the same may be amended), or under any other laws of the State of Wisconsin, unless prior written consent to partition is obtained from each unit owner and their mortgagees;

(b) Agrees that (regardless of any other provisions of this Declaration or the other condominium document)

the completion of repairs, reconstruction or rebuilding of damage to all or part of the property in accordance with Section 7.02 shall constitute consent by each unit owner and mortgagee and a determination by the Association that such repair, reconstruction or rebuilding should be performed and further agrees that the provisions of Section 7.02 shall constitute a vote by each unit owner and a decision by the Association that repairs, reconstruction or replacement of common elements shall or shall not be performed as provided under Section 7.02;

(c) Agrees that in the event of damage or destruction of any part of a unit, the provisions of Section 7.01 shall constitute a vote by each unit owner and a decision by the Association that the same shall be repaired by the unit owner as required under Section 7.01, provided that such a vote and decision shall in no way obligate the Association or any unit owner (other than the owner of the damaged unit) to perform or pay for any costs incident to repair, reconstruction, rebuilding or razing and removal of the damaged unit beyond the extent of available insurance proceeds.

7.04 VOTE FOR SALE OF PROPERTY IN THE EVENT OF DAMAGE

The unanimous vote of all unit owners and consent of their mortgagees shall be required for any sale of the entire property or a portion thereof or for partition of the property in the event of damage or destruction of all or part of the property and the failure of any unit owner or mortgagee to vote in favor of such a sale shall constitute a decision by the Association not to sell.

ARTICLE VIII: CONVEYANCE OF UNIT

8.01 INTERESTS INCLUDED IN CONVEYANCE

No unit owner may sell, convey or transfer any legal or equitable interest in his, her or their unit without including the ownership interest in the common elements and in all assets and liabilities of the Association appurtenant to the unit; and any deed, mortgage or other instrument purporting to affect one or more of such interests, without including them all, shall be deemed to include all such rights, title, interests and obligations of the unit owner.

8.02 NOTIFICATION OF CONVEYANCE

Within five days after a sale, mortgage, transfer or conveyance (by deed, land contract or otherwise) of any legal or equitable interest in a unit, the purchaser or mortgagee shall deliver notice to the Association stating: a) the date of the conveyance; b) the unit; c) the purchaser's or mortgagee's name and mailing address; d) the name and address of the designee of such purchaser, if any; and e) any other information as may be

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required under the condominium documents or as may be reasonably requested by the Board.

ARTICLE IX: EXPENSES, ASSESSMENTS, LIENS AND COLLECTION

9.01 COMMON EXPENSES AND ASSESSMENTS AGAINST UNITS AND UNIT OWNERS

(a) The Board shall pay or arrange for payment for all costs, expenses and liabilities incurred by the Association out of the proceeds of assessments which shall be made against the unit owners and their units.

(b) "Special Assessments" may be made by the Board against a particular unit owner and his, her or their unit for:

(1) Costs and expenses (anticipated or incurred) for damage to common elements caused by or at the direction of that unit owner or guests or tenants of the unit owner or other occupants of the unit;

(2) Costs, expenses and actual attorneys' fees incurred in, or in anticipation of, any suit, action or other proceeding to enforce the Act, the Declaration, the Bylaws, or the Rules and Regulations against the unit owner or other occupant of the unit;

(3) Costs and expenses (anticipated or incurred) for emergency repairs to the unit;

(4) Liabilities, costs and expenses incurred by the Association as a result of any temporary or permanent condition or defect of the unit;

(5) Interest due on general and special assessments;

(6) Forfeitures and other penalties levied by the Board for violations of the condominium documents by a unit owner or the tenants or guests of the unit owner or occupants of a unit;

(7) All other costs and expenses anticipated or incurred by the

Association which are subject to special assessments as provided under this Declaration or the Bylaws.

(c) "General Assessments" shall be made and levied by the Board against each unit owner and his, her or their unit for the following "common expenses" which may be anticipated, incurred or paid by the Association for:

(1) Maintenance, security, repairs, upkeep or operation of common elements and any additional common elements acquired by the Association;

(2) Insurance maintained by the Association;

(3) Taxes, assessments and charges of any kind made or levied by any governmental authority against the Association or upon any property of the Association;

(4) All costs and expenses for the operation and administration of the Association, including legal, accounting and management fees and other costs incident to the exercise of any of its power or obligations;

(5) Costs and expenses for additional improvements of any kind beyond the existing improvements in the plats and floor plans except for those improvements anticipated for Phase II to be made by Declarant as shown on the plat attached hereto as Exhibit "A."

(6) All items subject to special assessment which have not been collected from a unit owner at the time payment of such item is due, provided that upon collection of the special assessment from that unit owner, all other unit owners shall receive an adjustment, reimbursement or other appropriate credit on future general assessments, as the Board determines appropriate, for payments made under this paragraph;

(7) All damages, costs, expenses and attorneys' fees incurred in, or in anticipation of, any suit or proceeding (whether administrative, legislative or judicial) which are not otherwise collected by special assessment;

(8) All other costs and expenses covered by the annual operating budget or declared to be common expenses under the Act, this Declaration or the Bylaws.

The general assessments shall be levied equally (that is, initially 1/8th against each unit and the owner of such unit) for all common expenses. Also see ARTICLE XII with respect to expansion and change of percentage interests.

(d) The Association shall maintain separate books and records for general and special assessment accounts of the unit owners, as necessary, provided that all funds received by the Board from either assessment may be commingled and thereafter disbursed to pay any costs or expenses incurred by the Association which would be subject to general or special assessment.

(e) Declarant shall not be responsible for assessments levied against any unit prior to sale of fifty per cent of all of the units by Declarant. Declarant shall not be responsible for any general or special assessments for improvements, capital expenditures, reserves, or replacement funds of any kind which may be levied by the Board. The Board may at any time levy assessments for such purpose against the unit owners (other than Declarant) and against all units, including those owned by Declarant, except that such assessments against any unit(s) owned by Declarant shall not be due or otherwise collectible until Declarant conveys title to such unit and then only from the Declarant's successors in interest, with the lien therefor to be effective as of the date of transfer of title.

9.02 <u>PAYMENT OF ASSESSMENTS</u>

(a) Each unit owner shall promptly pay, when due, all general and special assessments made by the Board against such owner and his, her or their unit, together with all costs, expenses and reasonable attorneys' fees incurred by the Board in collection of any delinquent assessment(s). All assessments shall become due as the Board may determine appropriate (in a lump sum or in installments with or without interest). Time is of the essence with respect to all payments.

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(b) All joint owners of a unit shall be jointly and severally liable for all general and special assessments levied against the unit, regardless of the type of tenancy, estate or interest (whether joint tenants, tenants-in-common, or land contract purchaser(s) or seller(s), or otherwise).

9.03 **DELINQUENT ASSESSMENTS; INTEREST, LIEN AND COLLECTION**

(a) All general and special assessments which are not paid when due: shall bear interest at 18% per annum or at such other maximum rate as may then be permitted by law until the assessment is paid in full; shall constitute a lien on the unit and its appurtenant percentage of ownership interest; and shall be collectible and enforceable by the Board (in its own name or the name of the Association) by suit against the unit owner, by foreclosure of the lien and in any other manner or method provided under the condominium documents, the Act, or other laws of the State of Wisconsin. The lien granted hereunder shall also cover and include all interest accruing on delinquent assessments, plus costs, expenses and attorneys' fees for collection. Notwithstanding any other provisions of this Declaration or the Act to the contrary, any first mortgagee who obtains title to a unit pursuant to rights or remedies provided in the mortgage or through foreclosure shall not be liable for any unpaid assessments, charges or interest which may accrue prior to the acquisition of title to such unit by such mortgagee and, upon acquisition of title by such mortgagee, the lien upon such unit for such unpaid assessments and charges shall be automatically released and the amount of such uncollected assessments and charges shall be considered a common expense.

(b) Acceptance of a deed or other conveyance, transfer or acquisition of any legal or equitable interest in or encumbrance upon a unit, constitutes an assignment to the Association of all rents and profits from the unit, including those due and to become due, upon the following terms and conditions to the extent necessary to satisfy delinquent assessments. The assignment of rents and profits under this subsection shall be effective (without further notice and with or without the appointment of a receiver) upon delivery by the Board of a written notice to the tenant(s) or land contract purchaser(s) of that unit specifying that unit owner is in default in payment of assessments and demanding that all future payments be made to the Association until further notice. Following receipt of such a written notice and demand, the tenant(s) or land contract purchaser(s) shall pay the rents and profits to the Board without further obligation to the unit owner to the extent of payments so made.

(c) A unit owner who is delinquent in any payment due the Association shall not be entitled to vote on any matter if the Association has recorded a statement of condominium lien against the unit, nor shall any such owner serve as a Director on

the Board during such time; provided, however, the delinquency by a unit owner shall not preclude or otherwise affect the exercise of voting rights by a mortgagee pursuant to an assignment or other transfer of voting rights to secure a mortgage on the unit.

(d) All rights and remedies under the Act, this Declaration or the other condominium documents for collection of assessments shall be cumulative and the election of one or more shall not constitute a waiver of any others.

9.04 INSURANCE

(a) The Association shall maintain, as a common expense, the following insurance coverages:

(1) Public liability insurance covering the Association, the Board and members of the Association against liability for damages or personal injuries sustained by a person, firm or corporation arising out of or resulting in whole or in part from the condition, use or operation of any common elements or from any activity of the Association, with limits of not less than $500,000/person and $1,000,000/ occurrence for bodily injury or death and not less than $250,000/ occurrence for property damage, including a waiver of subrogation rights against any member, officer or Director of the Association;

(2) Workmen's compensation insurance to the extent necessary to comply with applicable law;

(3) Indemnity, faithful performance, fidelity and other bonds, as may be required by the Board, to carry out the Association functions and to insure the Association against any loss from malfeasance or dishonesty of any employee or other person charged with management or possession of Association funds or other property;

(4) Fire and broad form extended coverage insurance in the name of the Association covering all common elements and limited common elements in the amount of the full insurable

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replacement value thereof, as determined by the Board from time to time, with loss payable to the Board as trustee for the unit owners and their respective mortgagees (as their interests may appear) and with a waiver by such insurer of any subrogation rights against the unit owners and the Association and their respective agents, servants and employees acting in good faith. Such insurance shall be noncancellable except upon 30 days advance written notice to the Board;

(5) Fire and broad form extended coverage insurance for the basic shell of each unit (including doors, windows, cabinets, closets, subflooring, insulation, drywall for walls and ceilings, and standard plumbing, electrical fixtures, and floor and wall coverings; but excluding any personal property and contents of the unit holders or interior components of the units, in the amount of the full insurable replacement value thereof, as determined periodically by the Board, with loss payable to the Board as trustee for the Association, the unit owners and their mortgagees (as their interests may appear) and with a waiver by such insurer of any subrogation rights against other unit owners and the Association and their respective agents, servants and employees acting in good faith. The premiums for such insurance coverage shall be paid in advance by each respective unit owner in the form of general assessments to be levied by the board. Each initial purchaser of a unit, upon receipt of a request from the Board or Declarant, shall deposit the estimated cost of one (1) year's premium for such insurance at the time of purchasing such unit and such deposit shall be used to pay such premium or to reimburse Declarant for the costs of such premium prepaid by Declarant. Each unit owner shall be solely

responsible for payment of the deductible portion of any claim under this policy of insurance for damage to his, her or their unit. This insurance shall also provide any coverage to limited common elements not provided under the insurance coverage under Section 9.04(a)(4) hereof.

(6) Any other insurance coverage or additional protection which the Board may deem necessary or advisable, including, without limitation, comprehensive liability insurance.

(b) Each unit owner shall be responsible for maintaining adequate insurance coverages for his, her or their personal property and contents of the unit, as well as the interior improvements to any unit including partition walls, suspended ceilings, counters, floor coverings, decorating and anything else which has been added to that shown on the original construction plans for the unit. Said insurance coverage shall provide a waiver by such insurer of any subrogation rights against the owners and the Association and their respective agents, servants and employees acting in good faith.

(c) Except as specifically provided in Sections 7.01 and 7.02 for application of proceeds of insurance maintained by the Association under this section to repair damage to any unit or common elements, no unit owner or other party shall have priority over any rights of a first mortgagee of a unit pursuant to its mortgage or mortgage note with respect to distribution of insurance proceeds for loss or damage to a unit or any common elements.

ARTICLE X: ASSOCIATION OF UNIT OWNERS

10.01 ASSOCIATION RESPONSIBILITIES

The Association shall be responsible for the operation and administration of the property in accordance with the Act, this Declaration and the other condominium documents.

10.02 MEMBERSHIP, VOTING

(a) Each unit owner shall be a member of the Association and shall be entitled to one membership and one vote for each unit owned, with ownership being the sole qualification for membership, except that Declarant shall have two votes for each unit owned by Declarant until such time as units aggregating a percentage of ownership interest in the common elements equal

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to 75% have been sold and title transferred by Declarant or until the tenth year anniversary date of Declarant's transfer of title to the first unit, whichever first occurs.

(b) Association membership and voting rights shall be appurtenant to each unit and shall not be assigned, conveyed or transferred in any way other than to a transferee of title to the unit or to the holder of an outstanding mortgage on the unit; nor shall membership or voting rights be retained, except upon retention of title to the unit. Joint owners of a unit shall share the one membership appurtenant to the unit in the same manner as their tenancy or estate in the unit. Any attempt to make a prohibited transfer or retention of such rights shall be null and void.

(c) The vote for each unit shall be cast as a whole, in person or by proxy, by the unit owner or by one of the joint owners or their designee who may be appointed in accordance with the provisions of the Bylaws. Fractional votes will not be allowed and if joint owners do not agree on how the vote shall be cast or if a fractional vote is attempted, the right to vote on the matter in question shall be forfeited by such owners of the unit.

(d) Prior to Declarant's conveyance of units aggregating a percentage of ownership interest in the common elements equal to 25%, the unit owners (other than Declarant) shall elect 25% of the Directors on the Board, or more at the option of Declarant. Such Director(s), or his or her successor(s) elected by such unit owners, shall serve until the unit owners (other than Declarant) elect one-third of the Directors on the Board at a meeting of the Association to be held after the conveyance of units aggregating a percentage of ownership interest in the common elements equal to 40% but prior to the conveyance of units aggregating a percentage of ownership interest in the common elements equal to 50%. The election of Directors by the unit owners (other than Declarant) during such times shall be governed by the provisions of the Bylaws.

(e) In any election of members of the Board after the conveyance by Declarant of units aggregating a percentage of ownership interest in the common elements equal to 50%, each unit owner shall be entitled to cumulate his, her or their votes and give one candidate, or divide among candidates, a number of votes equal to the number of directors to be elected multiplied by the number of units owned by such unit owner (except that prior to Declarant's sale and transfer of fee simple title to units aggregating a percentage of ownership interest in the common elements equal to 75%, Declarant may cumulate its votes based on two times the number of units owned by Declarant times the number of directors to be elected).

(f) In no event shall a unit owner be entitled to cast the vote appurtenant to a unit against which any general or special assessment is then delinquent.

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10.03 POWERS OF THE ASSOCIATION

The Association shall have the following powers, in addition to any others which may be authorized or required under the Act, this Declaration or the other condominium documents:

(a) To levy and enforce payment of general and special assessments against a unit owner and his, her or their unit;

(b) To enforce the Act, this Declaration and the other condominium documents;

(c) To grant or otherwise convey easements or right-of-ways in, over and under common elements for the construction, operation or maintenance of: overhead or underground lines, cables, wires, conduits or other devices for electricity, lighting, heat, power, telephone, television, security and similar services; public sewers (storm and sanitary), water systems, sprinkling systems, and water or gas service, lines and pipes; and other similar public or quasi-public improvements or facilities;

(d) To purchase, sell and convey units pursuant to Section 7.01 or incident to foreclosure of a lien for assessments;

(e) To enter and execute contracts, deeds, mortgages and all other documents and instruments for Association purposes on behalf of all members;

(f) To incur indebtedness on behalf of all Association members for Association purposes and to execute promissory notes, checks, drafts and other instruments and give such security as may be required therefor, provided that the liability of any given member shall be limited to his, her or their percentage of ownership interest.

(g) To commence, prosecute, defend or otherwise be a party to any suit, hearing, or proceeding (whether administrative, legislative or judicial) involving the enforcement of the Act, this Declaration or the other condominium documents or the exercise of any powers, duties or obligations of the Association;

(h) To employ the services of any person, firm or corporation to manage the Association, levy and collect assessments, and to manage, inspect, maintain, operate, improve, repair, rebuild, reconstruct, replace or remove any common elements (provided, however, that any agreement for professional management of the Association by the Declarant or any other contract for services of Declarant or any person affiliated with Declarant shall provide for termination by either party without cause and without termination fee or penalty upon ninety days' prior written notice and may not exceed three years);

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(i) To acquire, sell, transfer or exchange goods, equipment and other personal poperty or fixtures in the name of the Association for the operation, use, maintenance or enjoyment of the common elements or for the operation of the Association;

(j) To construct improvements to the common elements, except that any construction with an estimated cost of $5,000 or more (based on 1985 values) must first be approved by a majority of the unit owners in writing or by vote at a meeting called for such purpose;

(k) To adopt (by majority vote of the Board) Rules and Regulations consistent with this Declaration and the Bylaws for the management, operation, use and enjoyment of the common and limited common elements and for the use of the units, which may include forfeitures, fines or penalties to be assessed for violations thereof in accordance with such procedures as the Board may specify; and

(l) To exercise all other necessary or incidential powers to administer the property.

10.04 BOARD; EXERCISE OF ASSOCIATION POWERS

The Board shall exercise and perform all powers, duties and obligations of the Association specified in the Act, this Declaration or the Bylaws and not otherwise expressly requiring the prior vote or written consent of the Association members.

10.05 PERSONAL LIABILITY

No Director or officer of the Association shall be personally liable to any unit owner or to any other party, including the Association, for any loss or damage suffered or claimed on account of any act, omission, error or negligence of such officer or Director acting in such capacity, provided such person acted in good faith, without willful or intentional misconduct.

10.06 UNIT OWNER'S LACK OF AUTHORITY TO BIND ASSOCIATION

No unit owner (other than officers and members of the Board) shall have any authority to act for the Association or the other unit owners, as agent or otherwise, nor shall a unit owner (in such capacity as a unit owner) have any authority to bind the Association or the other unit owners to contracts, negotiable instruments or other obligations or undertakings of any kind.

10.07 EXECUTION OF DOCUMENTS

All contracts, deeds, notes and other instruments and documents of any kind shall be executed on behalf of the

Association by the President (or any Vice President) and the Secretary or Treasurer and, when so executed, shall be deemed to be the act of, and shall be binding upon, the Association for all purposes, regardless of whether specifically authorized by resolution or other direction of the Board, provided the other party to such instrument or document does not procure the same by fraud or misrepresentation or with actual knowledge that such officers are not duly authorized to execute the same.

ARTICLE XI: MISCELLANEOUS

11.01 AMENDMENTS TO DECLARATION

This Declaration may be amended at a meeting duly called for such purpose by an affirmative vote of the owners of at least 75% of all the units; provided, however, that any amendment to change or otherwise alter the percentage of ownership interest of any unit owner shall require unanimous consent of all unit owners and their mortgagees.

Copies of each amendment shall be certified by the President and Secretary of the Association or such other officers as the Board may designate and shall not become effective until duly recorded in the office of the Register of Deeds for Waukesha County, Wisconsin, together with a certified copy of a resolution of the Board authorizing officers, other than the President and Secretary, to certify such amendment, if not certified by the President and Secretary.

11.02 SERVICE OF PROCESS

Service of process upon the Association for all matters provided forin the Act or in this Declaration shall be made upon ANDERSON-ASHTON, INC., 2746 South 166th Street, New Berlin, Wisconsin 53151, until such time as the Association shall designate a successor to receive service of process by recording such designation with the Register of Deeds for Waukesha County, Wisconsin, and by filing a copy of same with the Secretary of State of the State of Wisconsin.

11.03 UNIT OWNER LIABILITY; REAL PARTY IN INTEREST

(a) The owner of a unit shall be liable to third parties initially up to 1/8th of all costs, damages, debts, obligations and other liabilities of the Association. By acceptance of a deed or other conveyance or transfer of any legal or equitable interest in a unit, the owner, joint owner, and all other transferees consent to personal liability to the extent initially of 1/8th of any judgment entered against the Association without being made a party to the action in which such judgment is obtained, provided such liability shall be limited as provided under Subsections 11.03(a) and (b). Also see ARTICLE XII with respect to expansion and change of percentage interests.

(b) A unit owner shall not be liable (directly or indirectly) to any person, firm, corporation or organization for any debt or other obligation of the Association or of the other unit owners beyond such owner's 1/8th ownership interest in the assets and liabilities of the Association. A unit owner shall not be liable for any personal injuries or damages arising out of any temporary or permanent condition or defect of any common elements beyond such owner's 1/8th ownership interest in the assets and liabilities of the Association. A unit owner shall also not be liable for other damages or liabilities of any kind arising out of the operation or management of the Association beyond his or her equal ownership interest in the assets and liabilities of the Association. Also see ARTICLE XII with respect to expansion and change of percentage interests.

(c) The Association shall represent and defend the unit owners and shall be the real party in interest to represent and defend or prosecute any claim on behalf of or against all the unit owners in any suit, action or other proceeding: 1) for enforcement of any debt or other contractual obligation to or from the Association or all the unit owners; or 2) involving personal injuries or other damages of any kind arising out of any temporary or permanent condition or defect of any common elemments; or 3) for damages of any kind arising out of the operation or management of the Association; or 4) for enforcement of the Act, this Declaration or the other condominium documents.

(d) The Association shall indemnify and hold each unit owner harmless for all liabilities, costs, expenses and damages which are determined to be enforceable obligations of the Association; provided that such unit owner shall be liable to the Association for his or her equal share of such common expenses.

11.04 <u>SIGNS</u>

(a) No unit owner (other than Declarant) shall erect any temporary or permanent sign, banner, flag or other similar item of any kind upon the unit or upon any common or limited common elements, except with the prior written consent of the Board or as specifically authorized under this Declaration or the other condominium documents.

(b) Each unit owner shall have the right to attach to the exterior facia of his, her or their unit, in its limited common element, a permanent sign, subject to the sign specifications hereafter set forth and in compliance with any regulations and/or requirements of the City of New Berlin. The sign specifications are as follows:

(1) Units containing 1800 square feet shall have a maximum signage area of 20" high x 12' long. Units containing 2400 square feet shall

have a maximum signage area of 20" high x 16' long. A minimum 2" cedar border above and below the signs must be maintained. Signs are to be mounted on the cedar face of the mansards above the entrance doors. The signs shall use Channelume Letters, shall have 5" dark bronze Duranodic 313E returns, shall have 3/16" thick white plexiglass faces, shall have no trim cap, and shall contain white neon lights (6500 white). Two lines of letters not exceeding a total height of 20" will be permitted. A Channelume Box type sign may be used, not as an identification sign, but to list products or services. Said Channelume Box sign must be constructed with the same specifications as the letters of white copy with dark bronze Duranodic 313E background. The use of corporate logos, crests, etc. will be permitted but shall not exceed 20" in height. All fasteners, transformers, wiring, etc. shall be concealed or remote.

(2) Units containing 3000 square feet shall have a maximum signage area of 24" high x 8' long. Any type illuminated or non-illuminated sign will be allowed. Signs must have white copy with dark bronze Duranodic 313E background. Signs are to be mounted on the face of the mansards above the entrance door with a 6" space between the bottom of the sign and the soffit line. All fasteners, transformers, wiring, etc. shall be concealed or remote.

(3) To insure uniform color, size, letter depth and height, the declarant is requesting that signs be manufactured by Central Electric/Empire Sign located at 2742 South 9th Place, Milwaukee, Wisconsin 53215.

(c) No unit owner (other than Declarant) shall permit any sign of any kind to be placed in or about the unit or

any common elements so as to be visible from outside the unit, including (without limitation) any sign indicating the availability of the unit "for rent" or "for sale." Declarant shall have the right to maintain "model" units and on-site offices and to install signs and sales materials and facilities on or about any units or the common elements as it determines appropriate for its initial sale of all units.

(d) Any sign, banner, window treatment or other items erected in violation of this Section may be removed by the Association, its agents or employees, without prior notice to or consent from the unit owner; and each unit owner grants an easement to the Association to enter his, her or their unit to effect such removal.

(e) The Association and any member, employee or agent of the Association shall not be liable to any unit owner for any damages occasioned by an act, omission, error or negligence involved in the removal of any sign, banner or other items maintained in violation of this section, provided such person acted in good faith, without wilful or intentional misconduct.

(f) The Association shall maintain the directory sign. Each of the unit owners shall be entitled to a listing/listings on said directory sign subject to Rules and Regulations as the Board May adopt from time to time. Said directory sign shall be located between the east edge of the east parking lot and the right of way of South Calhoun Road.

11.05 PLANTS AND INSECTS

No unit owner shall permit any thing or condition to exist in or upon any portion of the unit which may induce, breed or harbor infectious plant diseases, insects or rodents.

11.06 PROHIBITED ACTIVITY; QUIET ENJOYMENT OF PROPERTY

No use or activity shall be permitted within any unit or common or limited common elements which constitutes a visual, audio or physical annoyance or nuisance to any other unit owners or which otherwise interferes with the privacy and quiet enjoyment of other unit owners or their tenants or which would violate any health or safety statutes, codes, ordinances or other applicable laws, rules or regulations.

11.07 EXCAVATIONS

No excavations, drilling or digging shall be performed in or upon any common elements without the prior written consent of the Board, except as necessary for the construction, repair or rebuilding of a unit or common elements; provided that in such cases of authorized excavation, drilling or digging by a unit owner, the unit owner shall restore the common

elements to an equal or better condition than that which existed immediately prior to such activity, at such owner's sole cost and expense.

11.08 TRASH AND REFUSE

(a) Each unit owner shall be responsible for the temporary storage and regular removal of all rubbish, trash, papers, garbage and refuse from his, her or their unit. There shall be no outside storage of anything in the common elements, including temporary rubbish or trash containers.

(b) The Association shall be responsible for the removal of all garbage, trash, papers and refuse from the common elements, all costs of which shall be common expenses.

(c) Subsection (b) is not intended to be construed as allowing unit owners to accumulate temporarily in the common elements any garbage, trash, papers and refuse. It is intended to mean that any garbage, trash, papers and refuse that may accumulate in the common elements, other than by the direct act or omission of a unit owner, his or her tenants or occupants of his or her unit will be removed by the Association at common expense. Unit owners shall be chargeable for their direct acts or omissions and those of their tenants or occupants with respect to violations of Subsection (a).

11.09 DISCRIMINATION; RESTRICTIVE COVENANTS

No unit owner shall unlawfully discriminate against the actual or a prospective tenant or purchaser nor shall any unit owner execute or file for record any instrument which attempts to impose a restriction upon the sale, lease, or occupancy of a unit on the basis of sex, race, color, creed or any other unlawful discrimination.

11.10 ENCROACHMENTS; "AS-BUILT" CONTROLS

Each unit shall have an easement over common elements to accommodate any minor encroachments due to or resulting from original construction, from settling or shifting of the unit or of the building containing the unit, or from other similar causes beyond the direct control of the unit owner. In the event of reconstruction or rebuilding of a unit or any part thereof as a result of damage or destruction, there shall be an easement for encroachments over the common elements to the same extent that existed prior to such damage and there shall also be an easement for any other minimal encroachments which may result therefrom.

Regardless of the restrictions and limitations on easements for encroachments under this Section, each unit shall have an easement over common elements to accommodate any encroachment by any portion of a unit caused for whatever reason

if, within six months after such encroachment arises, no action is commenced to restrain or enjoin such encroachment by the unit or to compel the removal thereof. If no action is commenced to restrain, enjoin or compel a correction of any as-built variance within six months after completion of any construction, reconstruction, remodelling, repairs or other work on the property, the as-built layout, location and condition shall control over the plats and floor plans and this Declaration shall be deemed to have been amended accordingly.

11.11 INDEMNIFICATIONS

In the event the Association is, for any reason, found liable for damages, fines or penalties resulting, in whole or in part, from any unauthorized act of a unit owner or from any other act or omission of an owner in the management, operation, use or maintenance of his, her or their unit which violates the Act, this Declaration or the other condominium documents, or any applicable laws, ordinances or regulations, such unit owner shall indemnify and hold the Association harmless from all loss, liabilities, costs and expenses, including reasonable attorneys' fees incurred by the Association, except to the extent that such loss, liability, costs or expenses are covered by insurance maintained by the Association or arise from good faith acts or omissions of such unit owner as an officer or Director of the Association.

11.12 ENFORCEMENT; CUMULATIVE REMEDIES; NON-WAIVER

The Association (through the Board) shall have the exclusive right to enforce, by proceedings at law or in equity, all the terms, conditions, and provisions of the Act, this Declaration and the other condominium documents, except that any unit owner may proceed to enforce any such terms, conditions or provisions, at such owner's expense, if the Association fails to do so within sixty days following a written request by such unit owner for such action. Any unit owner violating any of the terms, conditions or provisions of the Act, this Declaration or the other condominium documents, shall pay all costs, expenses and actual attorneys' fees incurred by the Association or by a prosecuting owner in the successful enforcement thereof.

Each remedy set forth in the Act, this Declaration and other condominium documents shall be in addition to all other rights and remedies available at law or in equity. All such remedies shall be cumulative and the election of one shall not constitute a waiver of any other. Any forebearance or failure of the Association to exercise any such right or remedy for violation shall not be a waiver of such right or remedy under any circumstances unless a written waiver is obtained from the Board.

11.13 SEVERABILITY

The invalidity or unenforceability of any term, condition or provision of this Declaration or of any of the other condominium documents shall in no way affect the validity or enforceability of any other term, condition, or provision of this Declaration or of the other condominium documents, all of which shall remain in full force and effect.

11.14 COVENANTS RUN WITH LAND; TERM

All terms, conditions and provisions of this Declaration (as the same may be amended from time to time) shall constitute covenants running with the land and shall continue in full force and effect until the property is withdrawn from the provisions of the Act by unanimous consent of the owners of all units and their mortgagees or until the Declaration is amended in accordance with Section 11.01.

11.15 NO SURCHARGE OF ESTATES

The extent to which unit owners or lessees use the common elements shall not affect the obligation of each owner to share the common expenses for maintenance, repair and construction of the common elements; and any sale, conveyance or lease of individual units or any other division of estates, shall be without and free from all surcharge as may otherwise arise between dominant and servient estates.

11.16 MORTGAGE HOLDERS

(a) The holder of any first mortgage or other equivalent encumbrance on a unit may deliver written notice to the Association specifying their name and business address together with a request that the Association furnish any notices provided for under this section. Following receipt by the Association of such a notice and request, the Association shall furnish the first mortgagee or other equivalent encumbrancer:

(1) Written notice of any meeting of the Association to be held for the purpose of considering any proposed amendment to this Declaration or the Bylaws; and

(2) Written notice of default by the unit owner for failure to comply with any terms, conditions or provisions of the Act, this Declaration or the other condominium documents, which is not cured within sixty days.

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Each unit owner, mortgagee and other encumbrancer shall promptly notify the Association of the transfer or termination of such mortgage or other lien interest in accordance with Section 8.02.

(b) Neither the unit owner nor any other party shall have priority over any rights of a first mortgagee of a unit pursuant to its mortgage or mortgage note with respect to distribution of any condemnation awarded for a loss or taking of a unit or any common elements or with respect to distribution of insurance proceeds for loss or damage to a unit or common elements, except as otherwise specially provided in Section 9.04 for repair of such damage.

11.17 NOTICES

(a) Notices to a mortgagee or other encumbrancer shall be deemed to have been duly given at the time of delivery or 72 hours after mailing within the State of Wisconsin by regular or certified mail addressed to the business office specified in the records of the Association, regardless of actual receipt.

(b) Notices to the Board shall be deemed to have been duly given at the time of delivery to a member of the Board or to the Association's on-site manager, if any, or 72 hours after mailing within the State of Wisconsin by certified mail to the President or Secretary of the Association, regardless of actual receipt.

(c) Notices to a unit owner shall be deemed to have been duly given, regardless of actual receipt, at the time of delivery to the unit or 72 hours after mailing by regular or certified mail to the unit owner or designee.

11.18 CAPTIONS AND SECTION HEADINGS

All captions and section headings of this Declaration are for convenience only and in no way define or limit the scope or effect of any of the provisions, unless the context necessarily requires otherwise.

11.19 NON-HOMESTEAD

The property is not homestead property of the Declarant at the time of this Declaration.

11.20 TERMINATION

The property may be withdrawn from the provisions of the Act, and this Declaration terminated, only upon the recording of an instrument to that effect executed by all unit owners and their mortgagees.

ARTICLE XII: EXPANSION; PHASE II

12.01 RESERVATION OF RIGHT TO EXPAND

Declarant reserves the right to expand the condominium by construction of an addition to the initial building containing the original 8 units and subjecting the addition to the Act, this Declaration and the other condominum documents. The building addtion shall be a "mirror-image" of the initial building and shall contain an additional 8 units as shown on the plat attached hereto as Exhibit "A."

12.02 SUBJECTION OF EXPANSION TO CONDOMINIUM

Upon completion of the building addition for Phase II, the building addition and 8 units contained therein shall become subject to the Act, this Declaration and the other condominium documents, for all intents and purposes, as fully as though it existed on the date of this Declaration along with the initial 8 unit building.

12.03 REVISED PERCENTAGE OF OWNERSHIP INTEREST

The percentage of undivided interests in the common elements of the initial 8 units and the additional 8 units shall be reallocated between the unit owners on the basis of the aggregate undivided interest in the common elements appertaining to the property so that after expansion and the addition of the Phase II additional building each unit owner shall thereafter own a 1/16th undivided interest in all common and limited common elements, plus a 1/16th undivided interest in all assets and liabilities of the Association. Any prior reference to a unit owner having a 1/8th interest and/or obligation as stated in this Declaration, the Articles, the Bylaws, the Rules and Regulations or a deed to a unit previously conveyed to a unit owner by Declarant, shall thereafter mean a 1/16th interest and/or obligation under the condominium documents for all intents and purposes.

12.04 REVISED VOTING RIGHTS

All rights of Declarant with respect to voting, specifically under ARTICLE X of this Declaration, but not necessarily limited to that ARTICLE, shall be determined as though Declarant originally owns all 16 units in Phase I and Phase II prior to the first conveyance of a unit to a third party unit owner. The calculation of the percentage of common element interest conveyed to third party unit owners under Section 703.15 (c) and (d) of the Wisconsin Statutes shall be based on the percentage of undivided interest appertaining to each unit which has been conveyed assuming that all 16 units to be completed in Phase I and Phase II are included in the condominium.

12.05 NO FURTHER EXPANSION

No further land or common elements will be added to the condominium in Phase II, all of said land having been subjected to condominium by this Declaration and all of said common elements having been shown on the plat attached hereto as Exhibit "A."

12.06 DURATION OF RESERVATION OF RIGHT TO EXPAND

Declarant intends to complete Phase II in 1986. However, Declarant reserves the right to itself for a period of 10 years from the date of recording of this Declaration to complete the Phase II addition to the condominium.

IN WITNESS WHEREOF, this Declaration of Condominium is executed by the Declarant this 10th day of SEPTEMBER, 1985.

ANDERSON-ASHTON, INC.

By: Robert J. Ashton
Robert J. Ashton, President

By: James C. Filer
James C. Filer, Secretary

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me this 10th day of SEPTEMBER 1985, the above named Robert J. Ashton, President, and James C. Filer, Secretary, of the above named Corporation, to me known to be the persons who executed the foregoing instrument as such officers as the deed of the Corporation, by its authority.

Judith A. Ward
JUDITH A. WARD
Notary Public, State of Wisconsin
My commission is permanent/
expires 3/26/89

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CONSENT TO DECLARATION OF CONDOMINIUM
FOR
PARKLAND PLAZA CONDOMINIUM

The undersigned, M & I Northern Bank, being the current owner and holder of a first mortgage of the real property described in Exhibit "A", hereby consents to the adoption of this Declaration of Condominium for Parkland Plaza Condominium.

IN WITNESS WHEREOF, the undersigned has caused this consent to be executed this 10th day of SEPTEMBER, 1985.

M & I Northern Bank

By: Leo R. Lubiejewski Jr. — VICE President
LEO R. LUBIEJEWSKI, JR.

Gregg S. Francke — Asst Vice President ~~Secretary~~
Gregg S. Francke

STATE OF WISCONSIN)
) ss.
COUNTY OF Milwaukee)

Personally came before me this 10th day of September, 1985, LEO R. LUBIEJEWSKI JR., VICE President, and GREGG S. FRANCKE, ASST. VICE PRES ~~Secretary~~, of the above named Corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said Corporation, by its authority.

John P. Hauer
Notary Public, State of Wisconsin
My commission expires/is May 25, 1988

1312473

This instrument was drafted by:

Thomas G. Schober, Attorney at Law
15525 West National Avenue
New Berlin, Wisconsin 53151

REGISTER'S OFFICE
WAUKESHA COUNTY, WIS.
RECORDED ON
1985 SEP 17 PM 2:06
REEL 700 IMAGE 237
REGISTER OF DEEDS
REEL 700 IMAGE 271

CONDOMINIUM PLAT OF SURVEY

PARKLAND PLAZA CONDOMINIUM

FOR: PARKLAND PLAZA CONDOMINIUM
2675 Through 2751 South Calhoun Road
City of New Berlin, Wisconsin

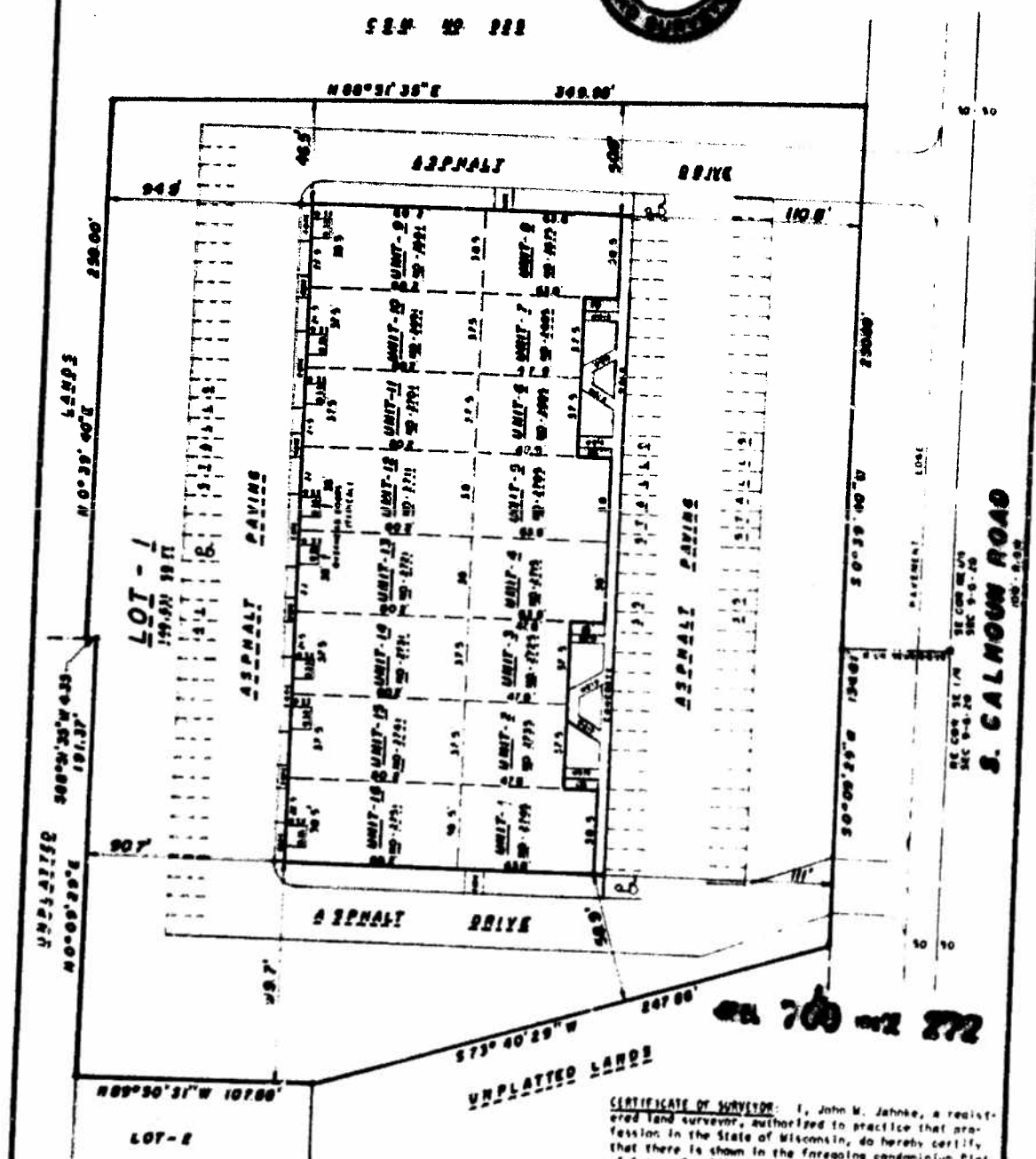
LEGAL DESCRIPTION: Lot 1 as recorded in Volume 38 of Certified Survey Maps on Pages 87 through 88, as Document No. 1296063 and Map No. 4715, being a part of the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) and of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of Section 9, Town 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin.

STATE OF WISCONSIN)
COUNTY OF WAUKESHA) ss

We, Jahnke & Jahnke Associates Inc., do hereby certify that we have made this survey and that the information as shown on the above Plat of Survey is a true and correct representation thereof.

John W. Jahnke
JOHN W. JAHNKE - Wis. Reg. No. S-517
Dated this 12th day of June, 1985.

SCALE: 1" = 40'



CERTIFICATE OF SURVEYOR: I, John W. Jahnke, a registered land surveyor, authorized to practice that profession in the State of Wisconsin, do hereby certify that there is shown in the foregoing condominium Plat of Survey for PARKLAND PLAZA CONDOMINIUM, 2675-2751 S. Calhoun Road, a correct representation of the condominium described in the Declaration. The identification and location of each unit and the common elements either as constructed or proposed can be determined from the Plat of Survey and the other documents and drawings attached.

INSTRUMENT DRAFTED BY JOHN W JAHNKE

FILE NO NEW BERLIN 92

PAGE 1 OF 13 PAGES

EXHIBIT A

GENERAL SPECIFICATIONS

1 Retail shopping center to be conventional construction utilizing concrete block bearing walls and open web steel joist with standing seam metal roof

2 LOAD DATA
Roof Loads
Roof Live Load 30.0 PSF
Collateral Load 1.0 PSF
MR-20 standing seam roof 1.8 PSF
6" Fiberglass blanket insulation 6 PSF
Wire joists 4.5 PSF
Acoustical ceiling 1.5 PSF
Recessed lighting 2.0 PSF
[illegible] PSF

3 BUILDING OCCUPANCY [illegible]

4 SOIL BEARING [illegible]

5 CONCRETE [illegible]

6 MASONRY WORK [illegible]

7 MOLDING [illegible]

8 WEATHER PROTECTION [illegible]

9 CONCRETE REINFORCING STEEL [illegible]

10 BLOCK WIRE REINFORCING [illegible]

11 MISCELLANEOUS STRUCTURAL STEEL [illegible]

12 ROCKER BOLTS [illegible]

13 SPRINKLER SYSTEM [illegible]

14 CARPENTRY WORK [illegible]

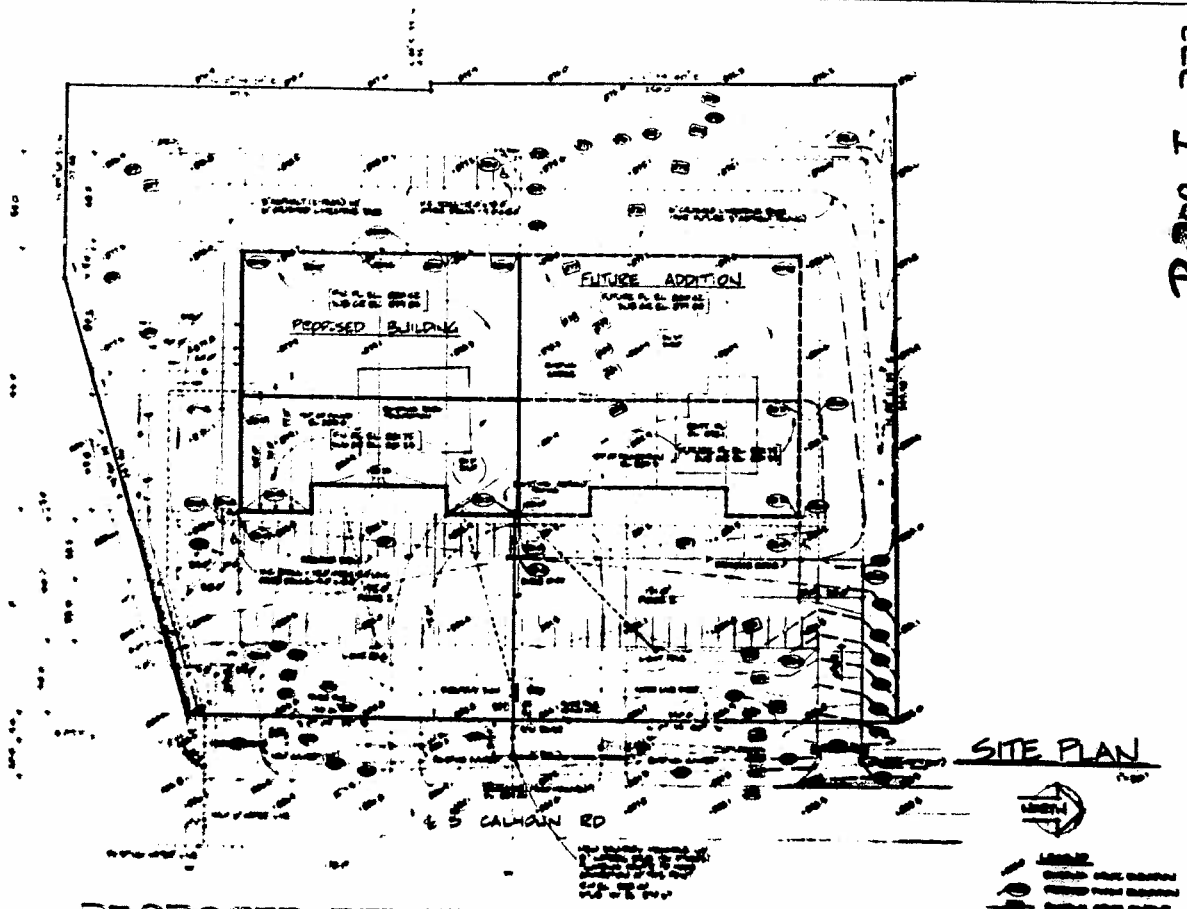
15 PLUMBING [illegible]

16 HEATING & VENTILATION WORK [illegible]

17 ELECTRICAL WORK [illegible]

18 SEE ILLUMINATION SCHEDULE [illegible]

19 FIRE EXTINGUISHERS [illegible]



PROPOSED RETAIL / SERVICE BLDG:
PARKLAND PLAZA
2715 S. CALHOUN RD.
NEW BERLIN, WI 53151

DEVELOPER/GEN CONTR ANDERSON-ASHTON INC
2746 S. 166th ST
NEW BERLIN, WI 53151
SUPERVISING PROFESSIONAL STEVEN M. SCHUBERT, P.A.

INDEX

SHEET NO.	DESCRIPTION
1	SITE PLAN, GENERAL SPECIFICATIONS
1A	SITE DEVELOPMENT PLAN
2	FOUNDATION PLAN, DETAILS
3	FLOOR PLAN, SCHEDULES
4	ELEVATIONS
5	WALL SECTIONS
6	WALL SECTIONS
7	DETAIL
8	BLDG SECTIONS, DETAILS
9	FRAMING PLAN, DETAILS

R-700 Im 273

REVISIONS	D

ANDERSON - ASHTON, INC.
SINCE 1959
2746 South 166th Street
New Berlin, WI 53151
(414) 786-4640

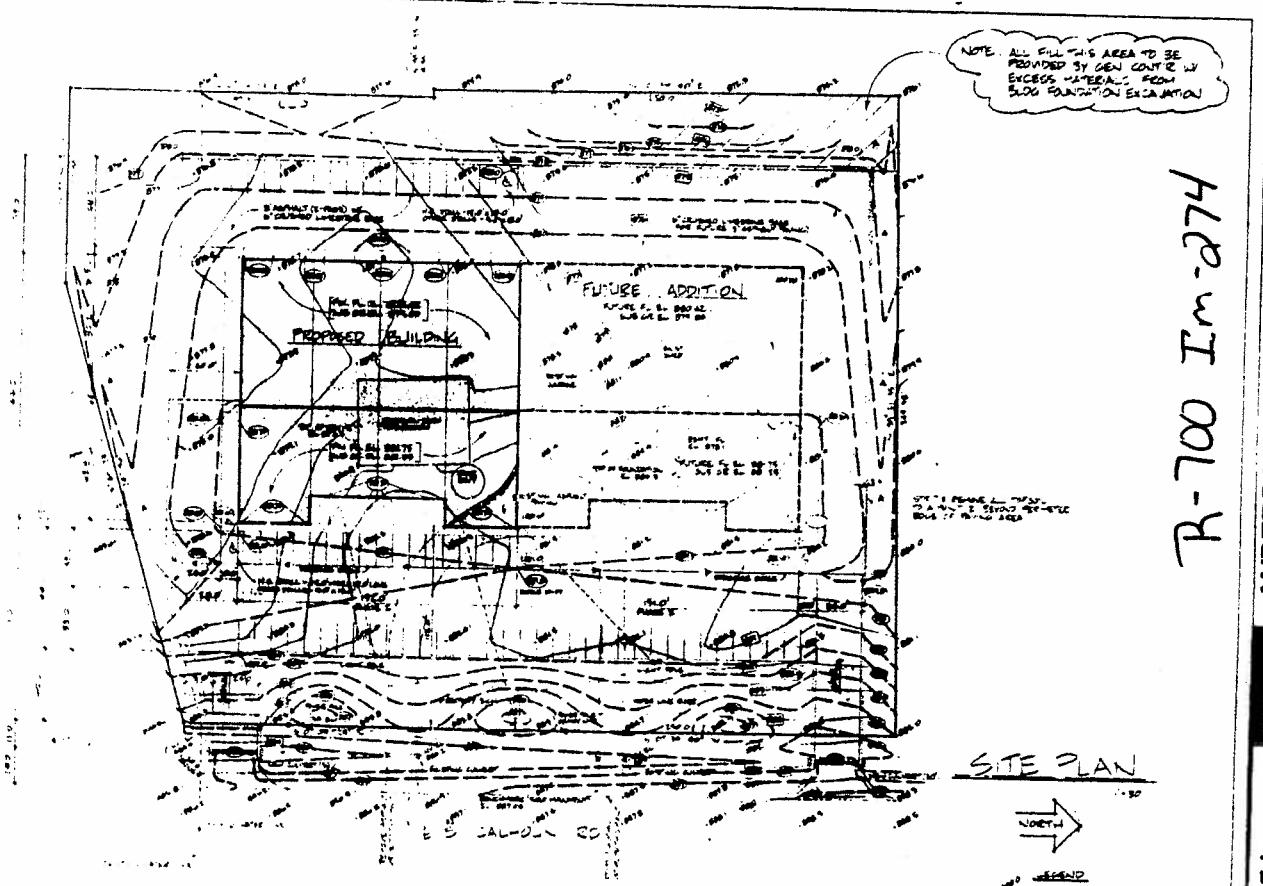
PROJECT: PARKLAND PLAZA CONDOMINIUM
CITY OF NEW BERLIN, WAUKESHA COUNTY, WI.

2

EXHIBIT "B"

SITE PREPARATION WORK

Site work in general is to include the following work



R-700 Im-274

PROPOSED RETAIL / SERVICE BLDG:
PARKLAND PLAZA
2715 S. CALHOUN RD.
NEW BERLIN, WI 53151

DEVELOPER/GEN CONTR: ANDERSON-ASHTON, INC
2746 S 66th ST
NEW BERLIN, WI 53151
SUPERVISING PROFESSIONAL STEVEN M. SCHUBERT R.A.
REG # A-5121

REVISIONS	D.

ANDERSON - ASHTON, INC.
2746 South 166th Street
New Berlin WI 53151
(414) 786-4640

DESIGN
PLANNING
CONTRACTING

PROJECT: PARKLAND PLAZA CONDOMINIUM
CITY OF NEW BERLIN, WAUKESHA COUNTY, WI.

PAGE NUMBER 3 OF 15 PAGES

EXHIBIT "B"

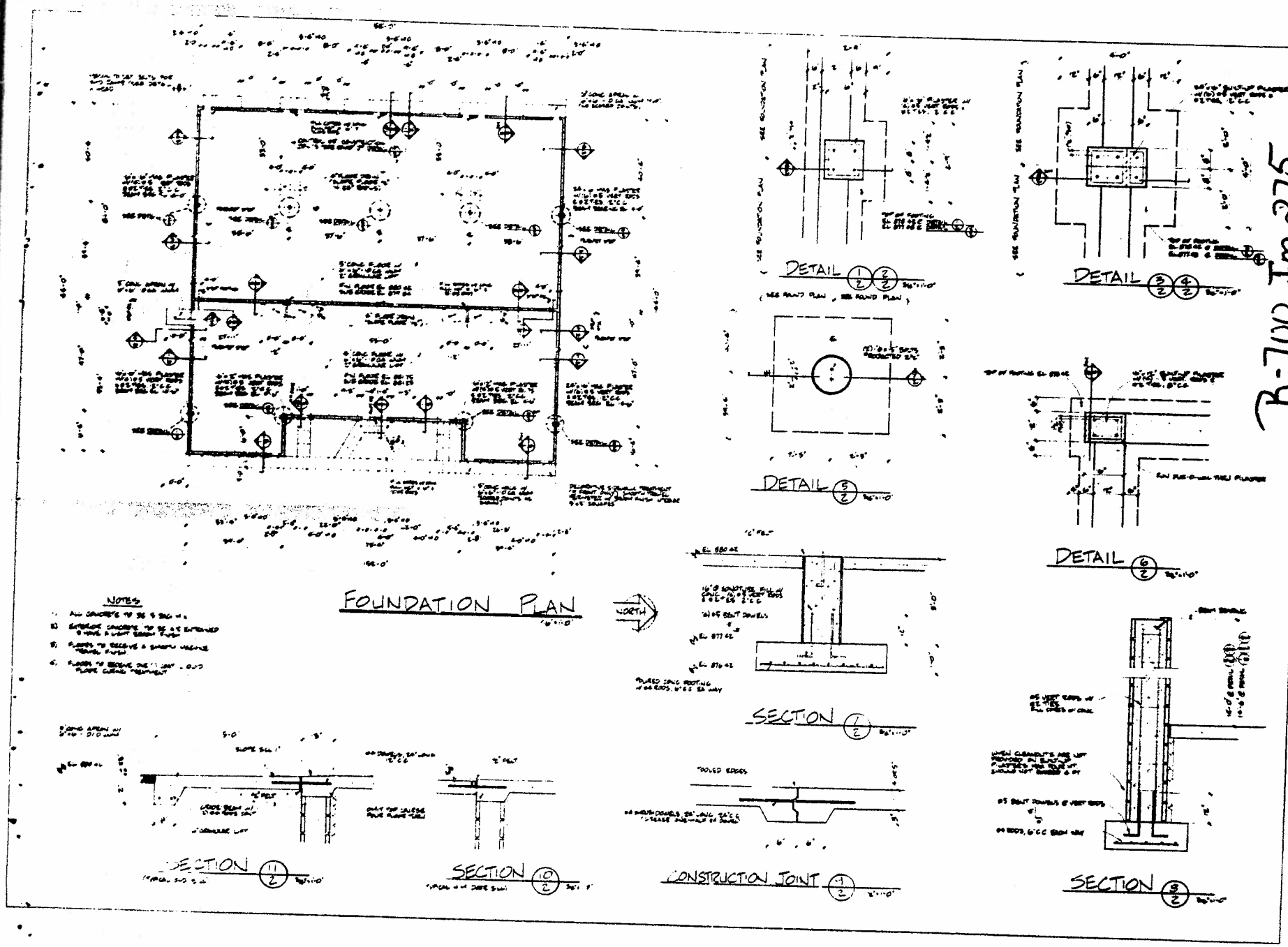
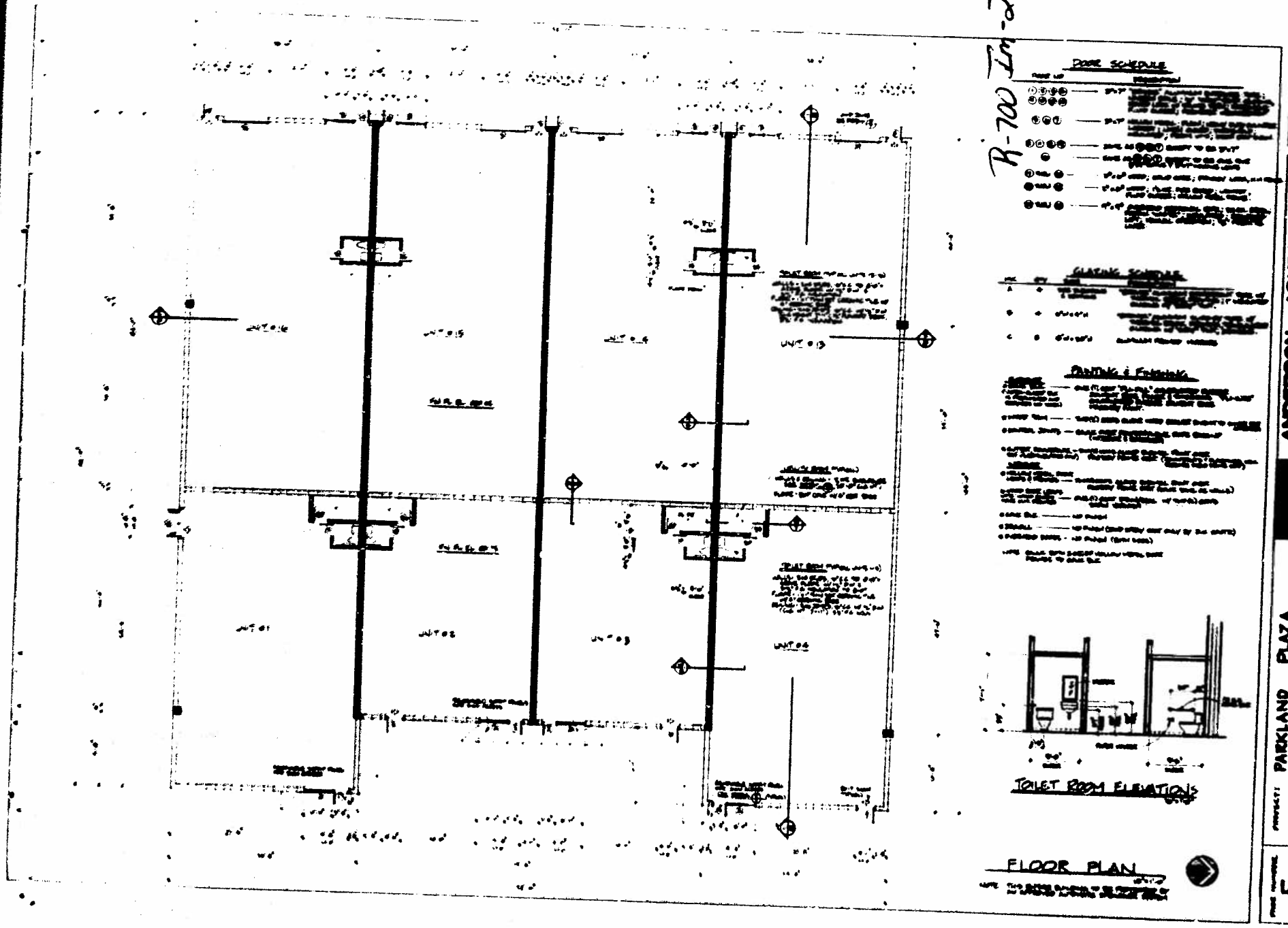

FOUNDATION PLAN
NORTH
NOTES
DETAIL 1/2 2/2
DETAIL 3/2 4/2
DETAIL 5/2
DETAIL 6/2
SECTION 7/2
SECTION 11/2
SECTION 10/2
CONSTRUCTION JOINT 1/2
SECTION 9/2
R-700 Im 275
ANDERSON - ASHTON, INC.
2746 South 166th Street
New Berlin, WI 53151
(414) 786-4640
PROJECT: PARKLAND PLAZA CONDOMINIUM
CITY OF NEW BERLIN, WAUKESHA COUNTY, WI.
PAGE NUMBER 4 OF 13 PAGES

EXHIBIT "B"

R-700 Im-276



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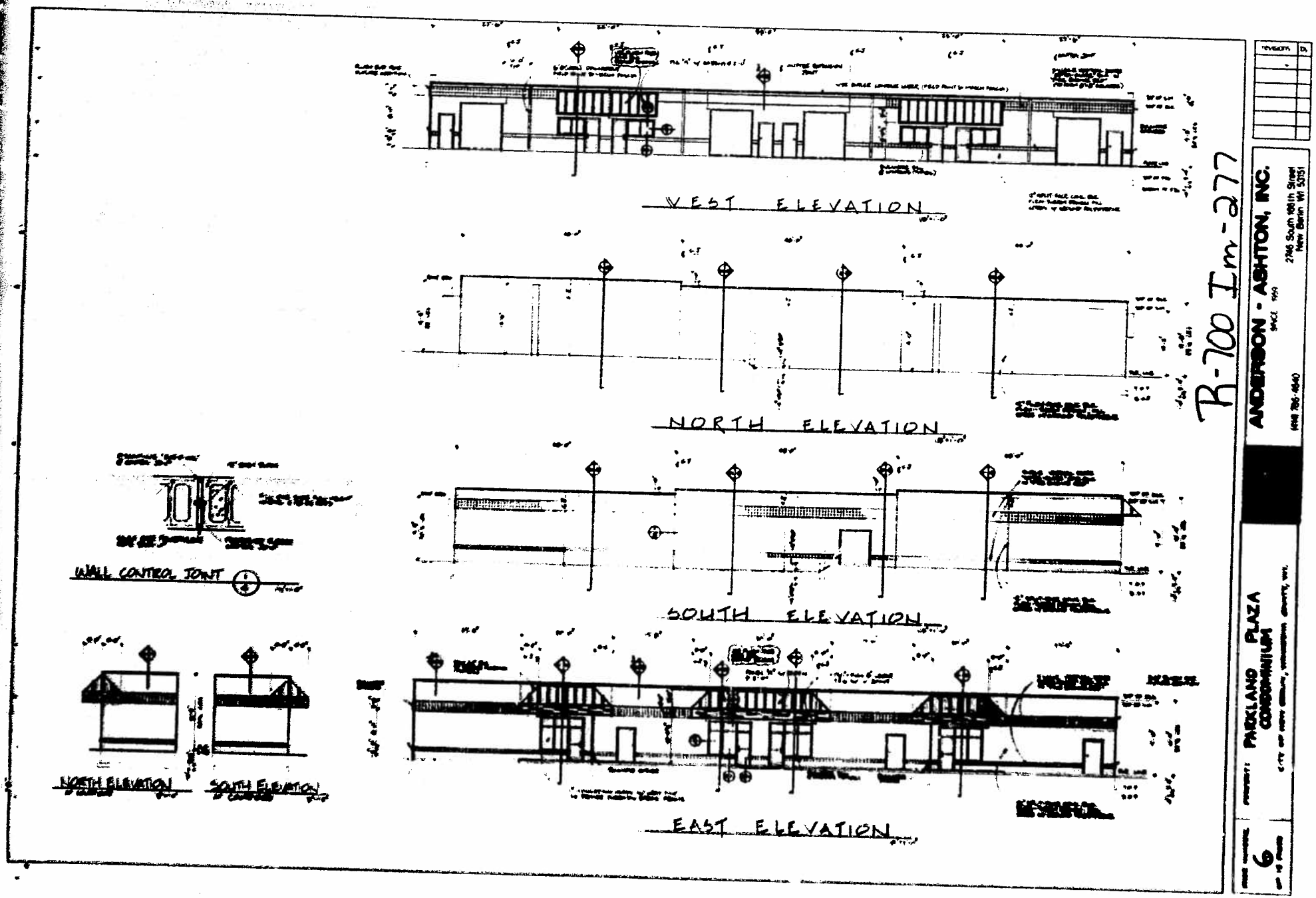
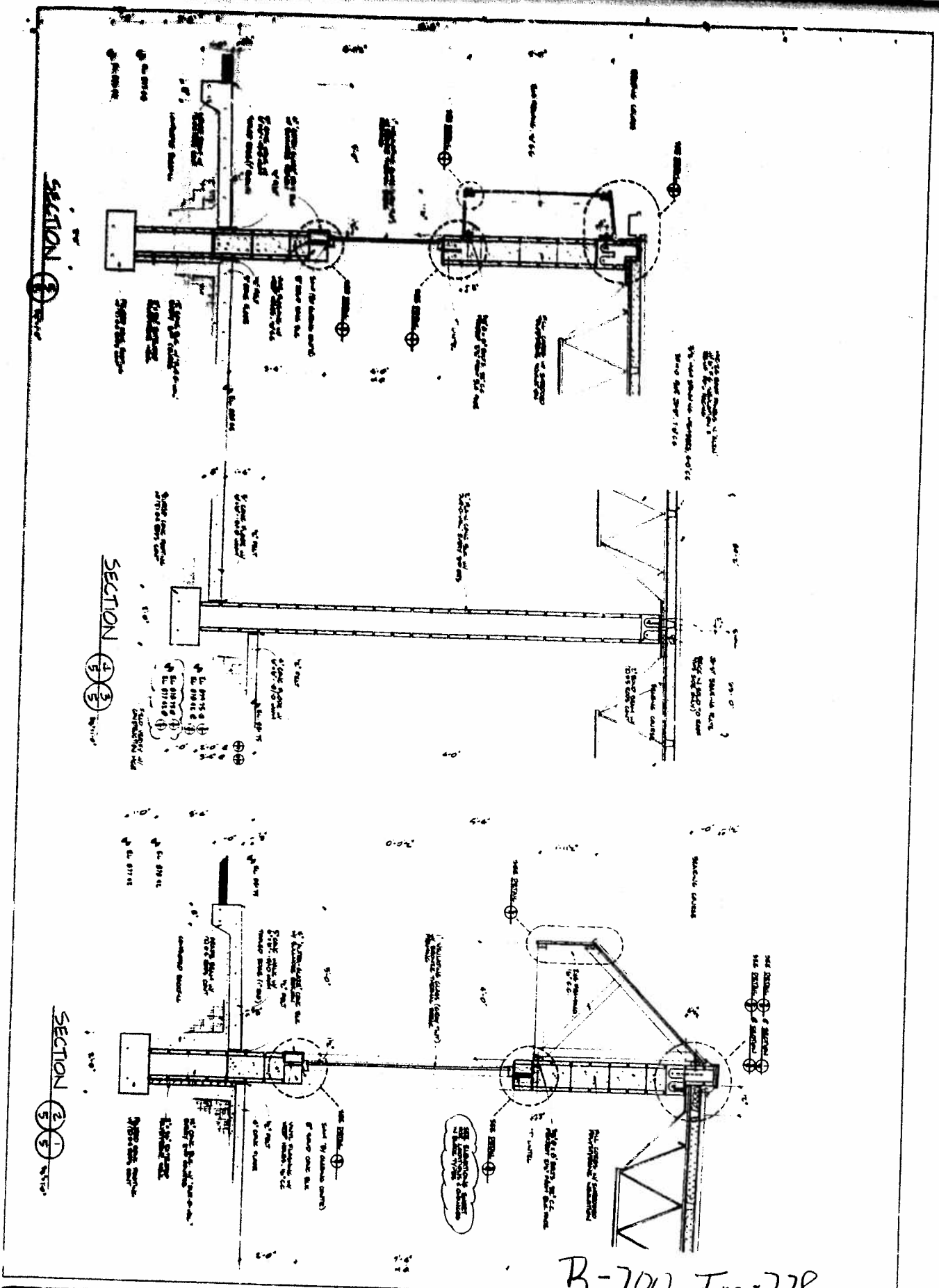

WEST ELEVATION
NORTH ELEVATION
SOUTH ELEVATION
EAST ELEVATION
WALL CONTROL JOINT
NORTH ELEVATION
SOUTH ELEVATION
R-700 Im-277
ANDERSON - ASHTON, INC.
SINCE 1959
2746 South 166th Street
New Berlin WI 53151
PARKLAND PLAZA
CONDOMINIUM
6

EXHIBIT B



R-700 Im-278

PAGE NUMBER	PROJECT:		
7 OF 13 PAGES	PARKLAND PLAZA CONDOMINIUM CITY OF NEW BERLIN, WAUKESHA COUNTY, WI.	DESIGN PLANNING CONTRACTING	ANDERSON - ASHTON, INC. SINCE 1959 (414) 786-4640 2746 South 166th Street New Berlin, WI 53151

EXHIBIT "B"

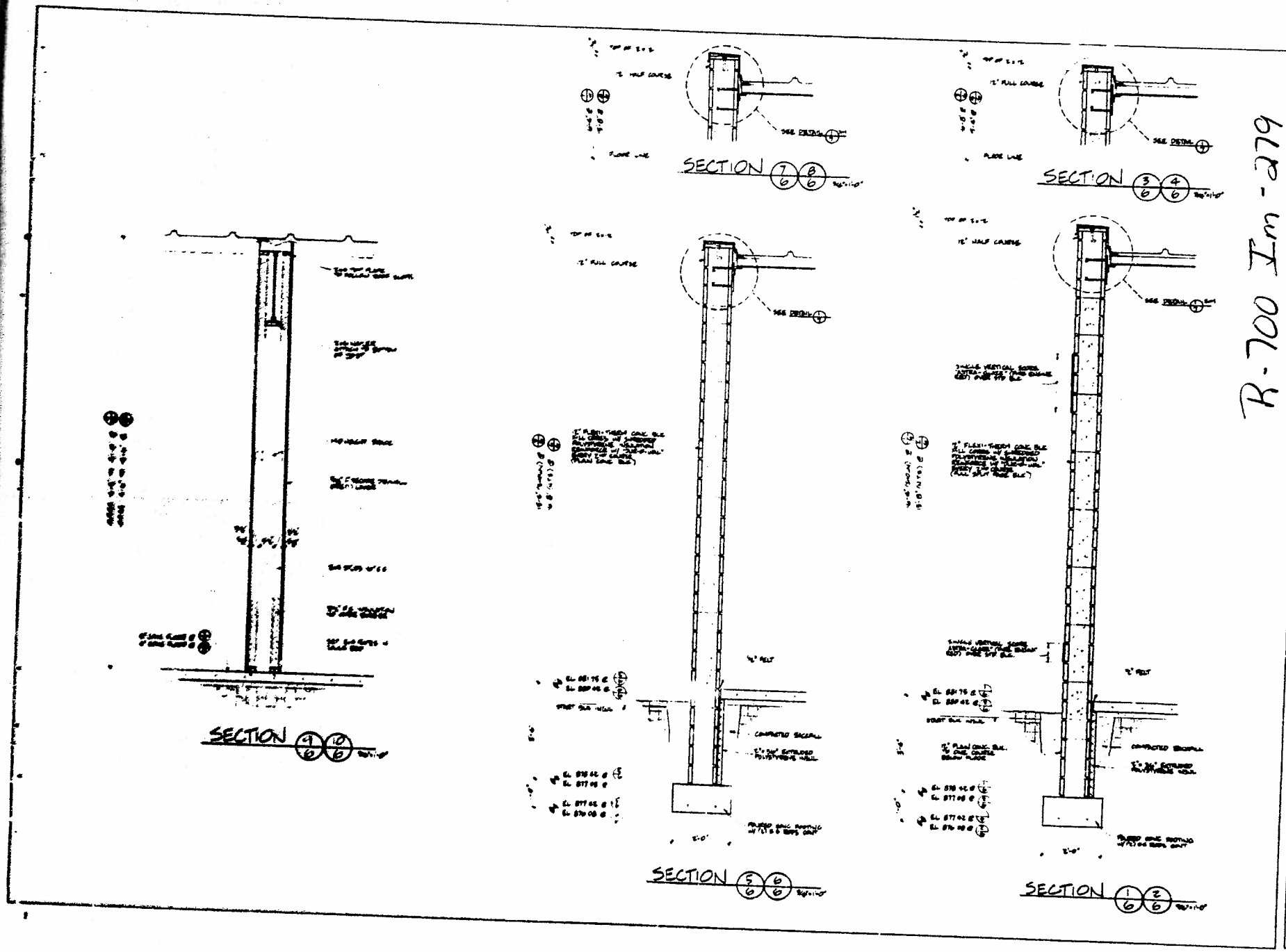

SECTION 7/6 8/6
SECTION 3/6 4/6
SECTION 9/6 10/6
SECTION 5/6 6/6
SECTION 1/6 2/6
R-700 Im-279
ANDERSON - ASHTON, INC.
SINCE 1959
2746 South 166th Street
New Berlin, WI 53151
(414) 786-4640
PROJECT: PARKLAND PLAZA CONDOMINIUM
CITY OF NEW BERLIN, WAUKESHA COUNTY, WI.
PAGE NUMBER 8 OF 13 PAGES

EXHIBIT B

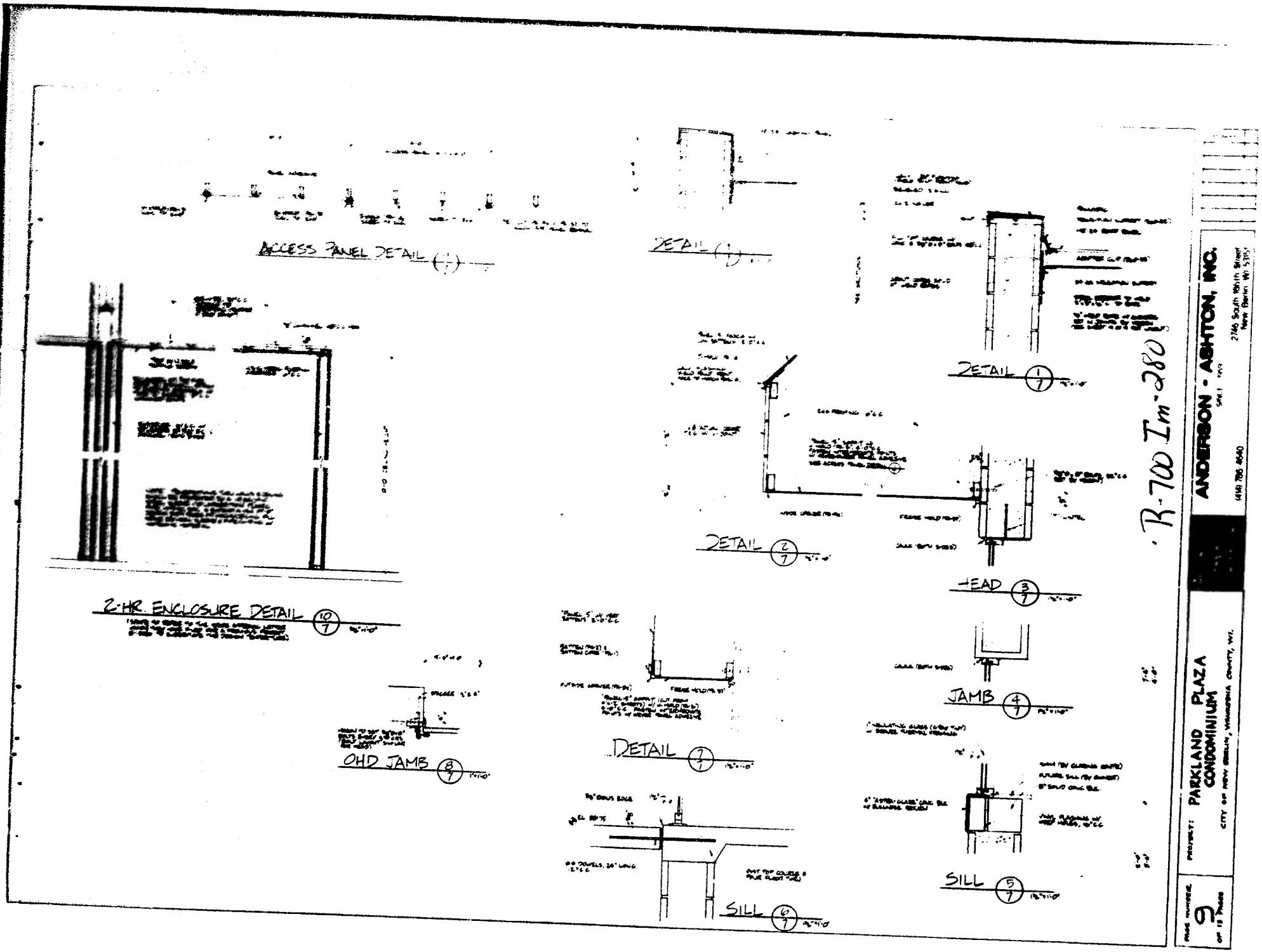

ACCESS PANEL DETAIL
DETAIL
DETAIL 1/7
DETAIL 2/7
HEAD 3/7
JAMB 4/7
SILL 5/7
SILL 6/7
DETAIL 7/7
OHD JAMB 8/7
2-HR. ENCLOSURE DETAIL 10/7
R-700 Im-280
ANDERSON - ASHTON, INC.
PROJECT: PARKLAND PLAZA CONDOMINIUM
CITY OF NEW BERLIN, WAUKESHA COUNTY, WI.
PAGE NUMBER 9 OF 15 PAGES

EXHIBIT B

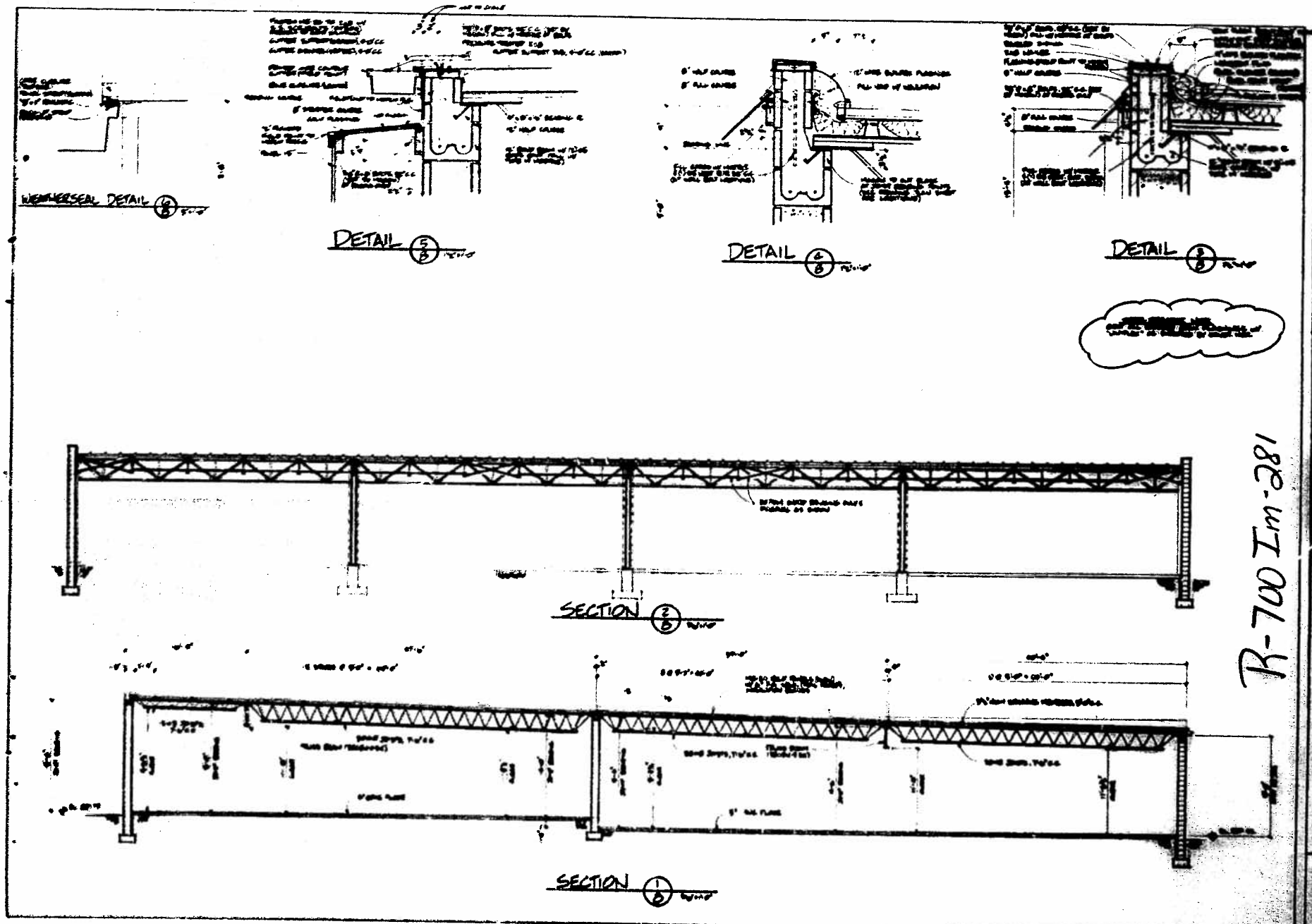
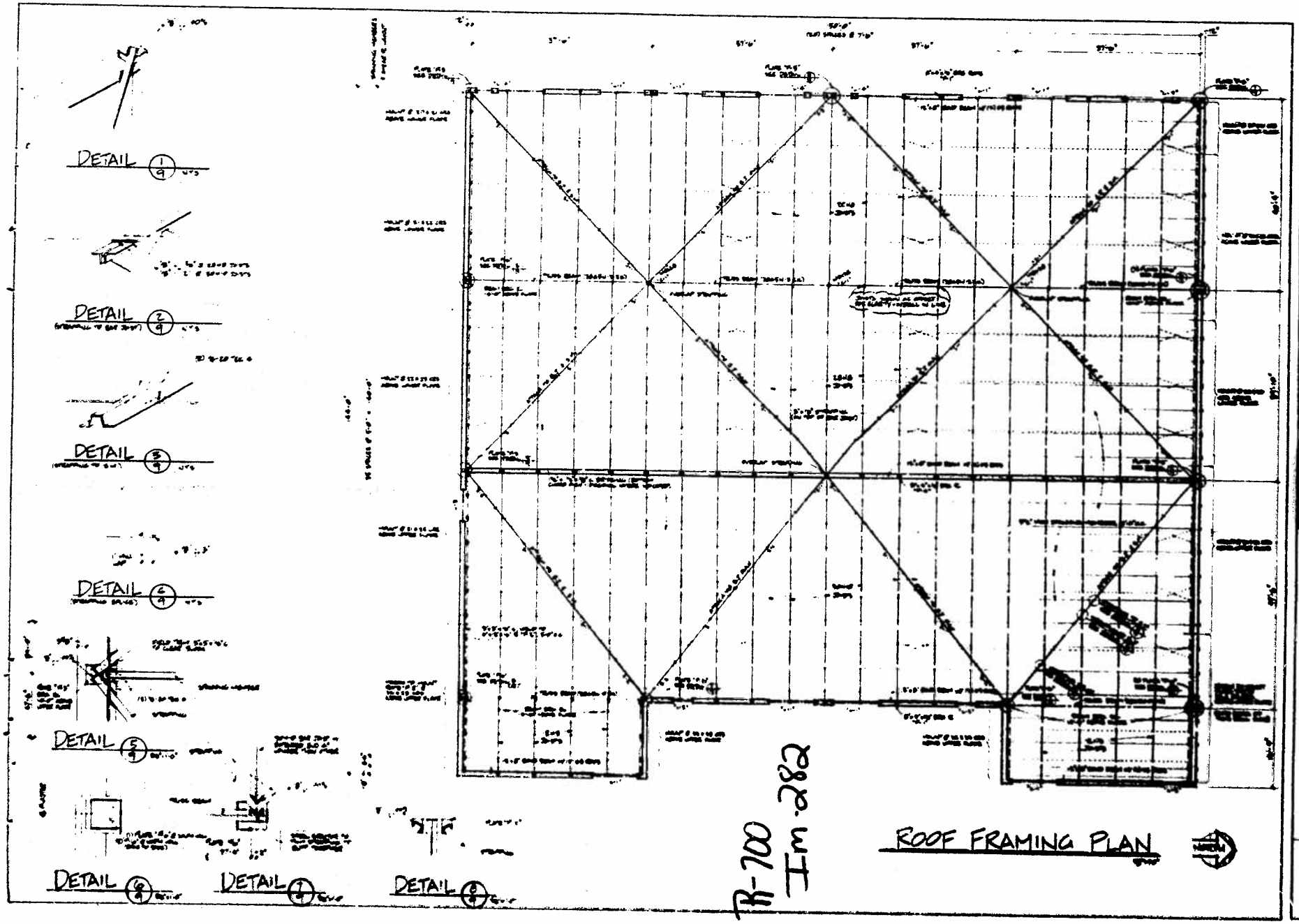
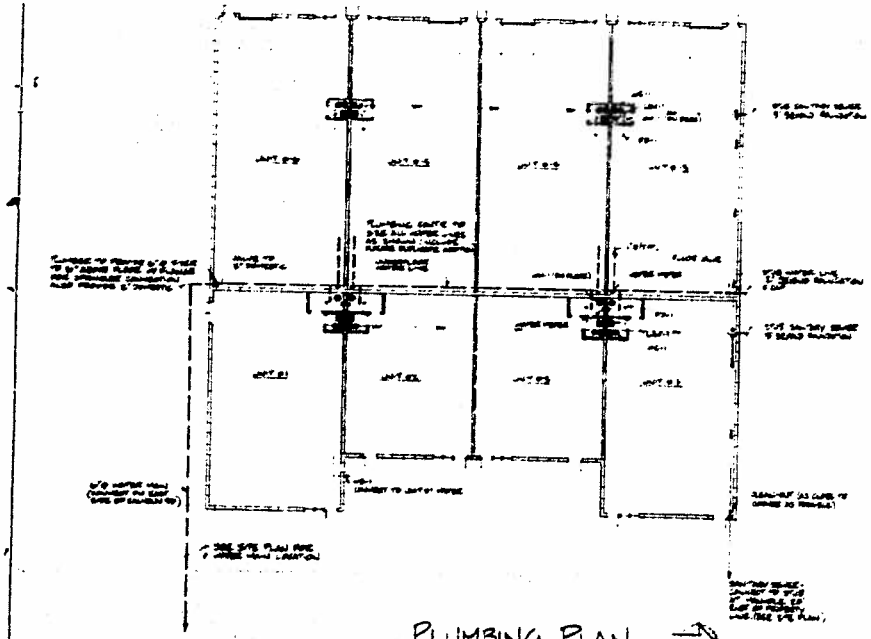

WEATHERSEAL DETAIL
DETAIL
DETAIL
DETAIL
SECTION
SECTION
R-700 Im-281
ANDERSON - ASHTON, INC.
PARKLAND PLAZA

EXHIBIT "B"

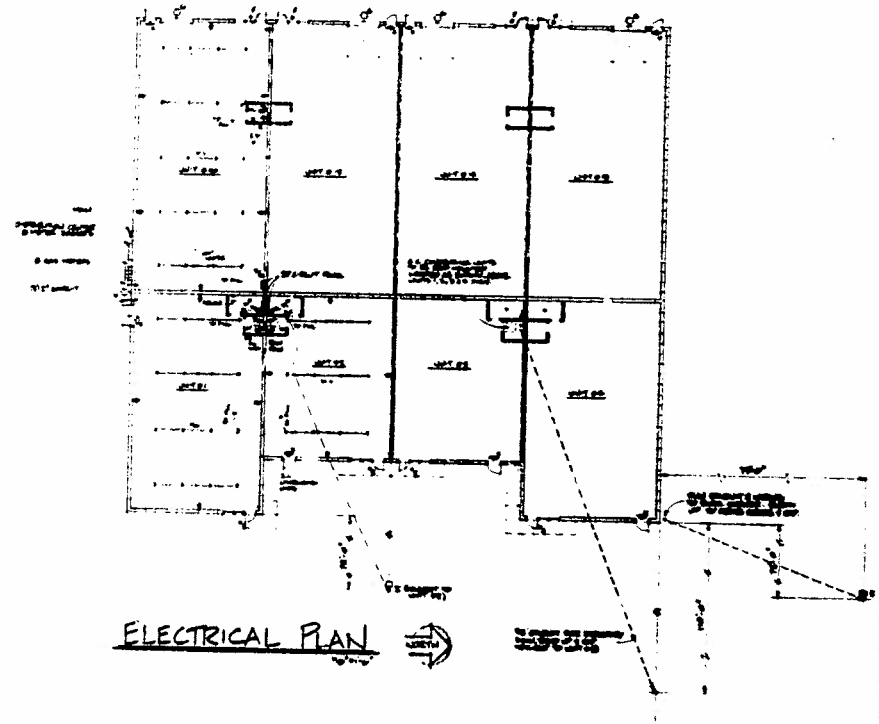


R-700
Im.282

EXHIBIT "B"



PLUMBING PLAN



ELECTRICAL PLAN

OTHER WORK

FIXTURE SCHEDULE

MK	QTY	DESCRIPTION
[illegible]	[illegible]	[illegible]

FURNISH & INSTALL

WIRE ONLY

FIXTURE SCHEDULE

MK	QTY	DESCRIPTION	LAMPS	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

R-700
Im-283

ANDERSON - ASHTON, INC.
SINCE 1959
2746 South 166th Street
New Berlin, WI 53151
(414) 786-4640

PROJECT: PARKLAND PLAZA CONDOMINIUM
CITY OF NEW BERLIN, WAUKESHA COUNTY, WI.

12

EXHIBIT B

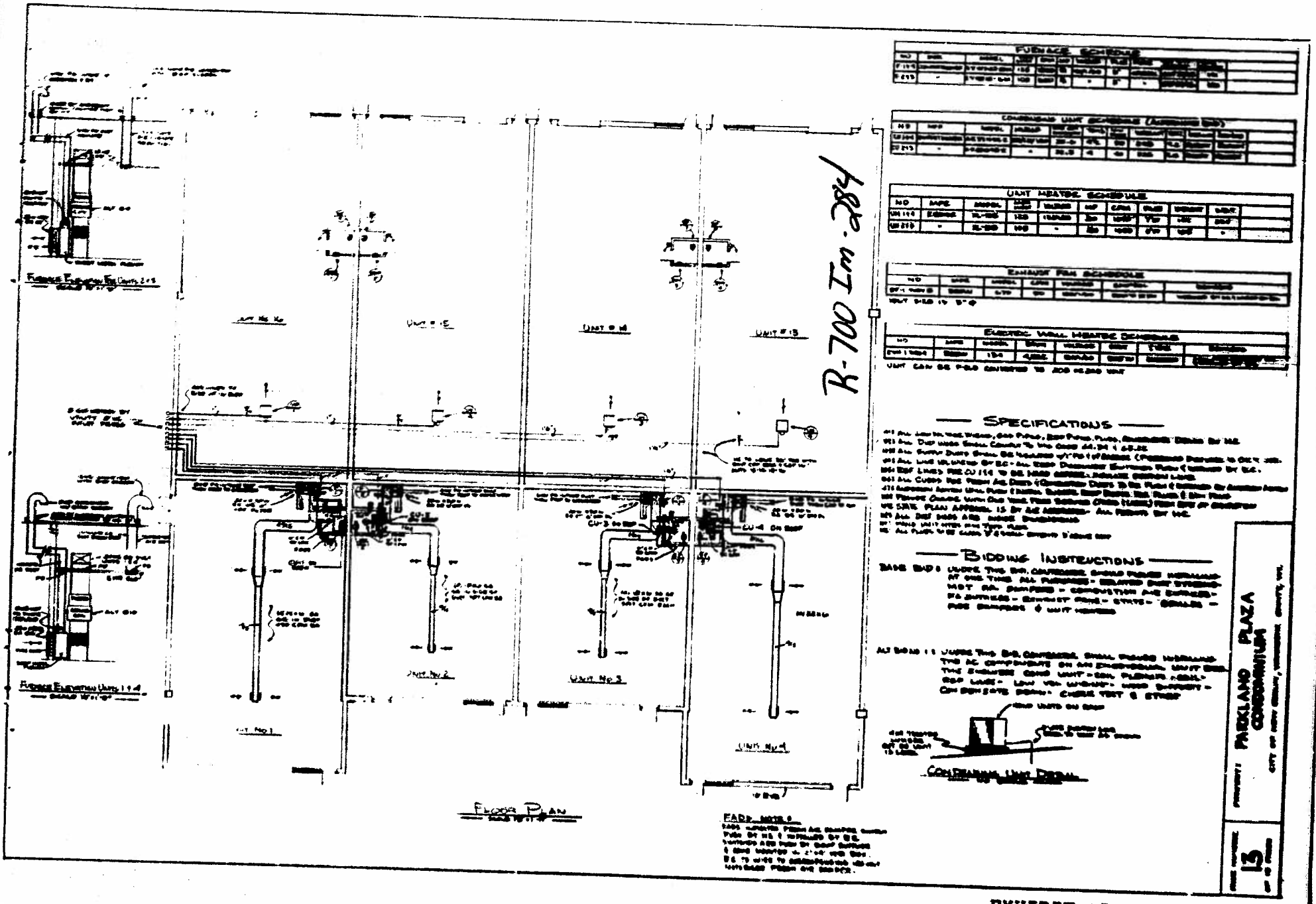

R-700 Im-284
FURNACE SCHEDULE
CONDENSING UNIT SCHEDULE
UNIT HEATER SCHEDULE
EXHAUST FAN SCHEDULE
ELECTRIC WALL HEATER SCHEDULE
SPECIFICATIONS
BIDDING INSTRUCTIONS
CONDENSING UNIT DETAIL
FLOOR PLAN
UNIT No 1
UNIT No 2
UNIT No 3
UNIT No 4
UNIT # 15
UNIT # 14
UNIT # 13
FURNACE ELEVATION UNITS 1 & 4
PARKLAND PLAZA CONDOMINIUM
13

EXHIBIT "B"

1630900

REGISTER'S OFFICE
WAUKESHA COUNTY, WIS
RECEIVED FOR RECORD

1991 JAN 22 PM 3:04

REC'D REEL 1270 IMAGE 1111

Return to
Schober & Radtke S.C.
P.O. Box 65
New Berlin, WI 53151-0065

Amendment to Declaration
of Condominium
For
Parkland Plaza Condominium

1630900

Pd 27.10

The undersigned, representing sufficient owners and mortgagees (or land contract vendors) necessary to make this Amendment to Declaration of Condominium for Parkland Plaza Condominium, make and enter into this Amendment pursuant to the provisions of Chapter 703 of the Wisconsin Statutes, commonly known as the Condominium Ownership Act.

WITNESSETH:

1. This Amendment affects the Declaration of Condomium for Parkland Plaza Condominium, recorded September 17, 1985 on Reel 700, Images 237 through 271 inclusive, as document number 1312473.

2. Section 3.04(d) relating to "Use" and currently reading as follows is hereby deleted:

(d) The use of Unit #1 through Unit #4 are further restricted to require that the business and/or commercial activity allowed shall be of a retail nature as opposed to a service and/or wholesale nature. The use of Unit #13 through Unit #16 may be used for retail, service and/or wholesale business and/or commercial activity. Also see ARTICLE XII with respect to expansion to 16 units. The use of Unit #5 through Unit #8 shall be the same as for Unit #1 through Unit #4. The use of Unit #9 through Unit #12 shall be the same as for Unit #13 through Unit #16.

3. For purposes of execution and effective date, this Amendment shall be deemed executed and effective January 1, 1990, regardless of the date actually signed.

IN WITNESS WHEREOF, this Amendment to declaration of Condominium is executed by the undersigned, effective January 1, 1990, regardless of when signed.

This Instrument was drafted by:
Thomas G. Schober

ANDERSON-ASHTON, INC.

By: Robert J. Ashton
Robert J. Ashton, President

By: James C. Filer
James C. Filer, Secretary

Owner ~~(or lender)~~ [strike one] as to units: 5, 6, 9, 10, 11, 13, 14, 15, AND 16.

STATE OF WISCONSIN:
: SS.
COUNTY OF WAUKESHA:

Personally came before me this 8th day of JAN., 1991 the above named individual(s) ROBERT J. ASHTON and JAMES C. FILER, to me know to be the person(s) who executed the foregoing instrument, and acknowledged the same.

Judith A. Ward
Notary Public
Waukesha County, Wisconsin
My commission expires: 3/21/93
Judith A. Ward

ANDERSON-ASHTON, INC.

By: Robert J. Ashton
Robert J. Ashton, President

By: James C. Filer
James C. Filer, Secretary

~~Owner (or~~ lender) [strike one] as to units: 7, 8, AND 12.

STATE OF WISCONSIN:
: SS.
COUNTY OF WAUKESHA

Personally came before me this 8th day of JAN., 1991 the above named individual(s) ROBERT J. ASHTON and JAMES C. FILER, to me know to be the person(s) who executed the foregoing instrument, and acknowledged the same.

Judith A. Ward
Notary Public
Waukesha County, Wisconsin
My commission expires: 3/21/93
Judith A. Ward

Steven D. Anderson and Mary Lynn Anderson

By: Steven D. Anderson

By: Mary Lynn Anderson
Mary Lynn Anderson

Owner ~~(or lender)~~ [strike one] as to units: 3

STATE OF WISCONSIN:
: SS.
COUNTY OF Waukesh :

Personally came before me this 1st day of January, 1991 the above named individual(s) Steven D. Anderson and Mary Lynn Anderson, to me know to be the person(s) who executed the foregoing instrument, and acknowledged the same.

THOMAS G. SCHOBER NOTARY PUBLIC STATE OF WISCONSIN

Notary Public
Waukesha County, Wisconsin
My commission ~~expires:~~ is permanent
THOMAS G Schober

Robert J. Ashton and Barbara E. Applegate

By: Robert J. Ashton
Robert J. Ashton

By: Barbara E. Applegate
Barbara E. Applegate

~~owner (or~~ lender) [strike one] as to units: 3

STATE OF WISCONSIN:
: SS.
COUNTY OF Waukesha:

Personally came before me this 1st day of January, 1991 the above named individual(s) Robert J. Ashton and Barbara E. Applegate, to me know to be the person(s) who executed the foregoing instrument, and acknowledged the same.

THOMAS G. SCHOBER NOTARY PUBLIC STATE OF WISCONSIN

Notary Public
Waukesha County, Wisconsin
My commission ~~expires~~: is permanent.
Thomas G. Schober

M&I NORTHERN BANK

By: _____
John R. Krejci, Vice President & Branch Mgr.

By: Carol A. Mertins
Carol A. Mertins, Vice President

~~Owner (or~~ lender) [strike one] as to units: 5, 6, 9, 10, 11, 13, 14, 15 AND 16

STATE OF WISCONSIN:
: SS.
COUNTY OF Milwaukee :

Personally came before me this 9th day of January, 1991 the above named individual(s) John R. Krejci and Carol A. Mertins, to me know to be the person(s) who executed the foregoing instrument, and acknowledged the same.

Dawn M. Davis
Notary Public Dawn M. Davis
Milwaukee County, Wisconsin
My commission expires: 3/15/92

MR. DON MILLER

By: Don C. Miller
Don C. Miller

By: _____

Owner ~~(or lender)~~ [strike one] as to units: 7

STATE OF WISCONSIN:
: SS.
COUNTY OF WAUKESHA

Personally came before me this 8th day of JAN., 1991 the above named individual(s) DON C. MILLER and _____, to me know to be the person(s) who executed the foregoing instrument, and acknowledged the same.

Judith A. Ward
Notary Public
Waukesha County, Wisconsin
My commission expires: 3/21/93
Judith A. Ward

DR. WYATT BUTLER

By: Dr. Wyatt Butler
Dr. Wyatt Butler

By: _____

Owner ~~(or lender)~~ [strike one] as to units: 4

STATE OF WISCONSIN:

COUNTY OF WAUKESHA : SS.

Personally came before me this 8th day of JAN., 1991 the above named individual(s) DR. WYATT BUTLER and _____, to me know to be the person(s) who executed the foregoing instrument, and acknowledged the same.

Judith A. Ward
Notary Public
Waukesha County, Wisconsin
My commission expires: 3/21/93
By: Judith A. Ward

REEL 1270 IMAGE 1119

MR RON LUND

By: Ronald G. Lund
Ronald G. Lund

By: _____

Owner ~~(or lender)~~ [strike one] as to units: 12

STATE OF WISCONSIN:

: SS.

COUNTY OF WAUKESHA

Personally came before me this 8th day of JAN., 1991 the above named individual(s) RON LUND, to me know to be the person(s) who executed the foregoing instrument, and acknowledged the same.

Judith A. Ward
Notary Public
Waukesha County, Wisconsin
My commission expires: 3/21/93
Judith A. Ward

MR. TOM SODEMANN

By: Tom Sodemann

By: _____

Owner ~~(or lender)~~ [strike one] as to units: 1

STATE OF WISCONSIN:
: SS.
COUNTY OF WAUKESHA

Personally came before me this 8th day of JAN., 1991 the above named individual(s) TOM SODEMANN and _____, to me know to be the person(s) who executed the foregoing instrument, and acknowledged the same.

Judith A Ward
Notary Public
Waukesha County, Wisconsin
My commission expires: 3/21/93

Judith A Ward

THE SIGMA GROUP
SIGMA ENVIRONMENTAL SERVICES, INC.
SIGMA DEVELOPMENT, INC.
SIGMA LEASING, INC.

1300 West Canal Street
Milwaukee, WI 53233
414-643-4200
FAX: 414-643-4210

May 10, 2007

CERTIFIED MAIL

James Ihn
17300 West Cleveland Avenue
New Berlin, WI 53146

Dear Mr. Ihn:

Groundwater contamination that appears to have originated on the property located at 17200 West Cleveland Avenue, New Berlin, Wisconsin has migrated onto your property at 17300 West Cleveland Avenue. The level of benzene contamination in the groundwater on your property is above the state groundwater enforcement standards found in chapter NR 140, Wisconsin Administrative Code. However, we, the environmental consultants who have investigated this contamination on behalf of Hometown Inc., the source property owner, have documented that this groundwater contaminant plume is stable or receding and will naturally degrade over time. We believe that allowing natural attenuation to complete the cleanup at this site will meet the requirements for case closure that are found in chapter NR 726 and chapter Comm 46 (if this site is eligible for closure under ch. Comm 46), Wisconsin Administrative Code, and on behalf of our client, we will be requesting that the Department of Commerce accept natural attenuation as the final remedy for this site and grant case closure. Closure means that the Department will not be requiring any further investigation or cleanup action to be taken, other than the reliance on natural attenuation."

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

The Department of Commerce will not review the closure request for at least 30 days after the date of this letter. As an affected property owner, you have a right to contact the Department to provide any technical information that you may have that indicates that closure should not be granted for this site. If you would like to submit any information to the Department of Commerce that is relevant to this closure request, you should mail that information to: Mr. James Delwiche, 141 NW Barstow St., Waukesha, WI 53188.

If this case is closed, all properties within the site boundaries where groundwater contamination exceeds chapter NR 140 groundwater enforcement standards will be listed on the Department of Natural Resources' geographic information system (GIS) Registry of Closed Remediation Sites. The information on the GIS Registry includes maps showing the location of properties in Wisconsin where groundwater contamination above chapter NR 140 enforcement standards was found at the time that the case was closed. This GIS Registry will be available to the general public on the Department of Natural Resources' internet web site. Please review the following legal description of your property, and notify me within the next 30 days if the

legal description is incorrect:

LOT 2 C.S.M. #4715 V38 P87, P88 and P89 DOC.#1296063 BEING PT NE.25, SE.25 & SE.25 OF NE.25 SEC 3 T6N R20E, CITY OF NEW BERLIN, COUNTY OF WAUKESHA, STATE OF WISCONSIN.

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 on the internet at *http://maps.dnr.state.wi.us/imf/dnrimf.jsp?site=brrts.* A copy of the closure letter is included as part of the site file on the GIS Registry.

Should you or any subsequent property owner wish to construct or reconstruct a well on your property, special well construction standards may be necessary to protect the well from the residual groundwater contamination. Any well driller who proposes to construct a well on your property in the future will first need to obtain approval from a regional water supply specialist in DNR's Drinking Water and Groundwater Program. The well construction application, form 3300-254, is on the internet at *http://dnr.wi.gov/org/water/dwg/3300254.pdf*, or may be accessed through the GIS Registry web address in the preceding paragraph.

If you need more information, you may contact the property owner at 17160 W. North Ave., Ste. 200, Brookfield, Wisconsin or (262) 797-9311 or you may contact Mr. James Delwiche at the Wisconsin Department of Natural Resources, 141 NW Barstow St., Waukesha, WI 53188 or (262) 574-2100.

Sincerely,

SIGMA ENVIRONMENTAL SERVICES, INC.

Dale C. Armbruster, P.G.
Senior Project Manager

UC2513753-001

DOCUMENT NO.

STATE BAR OF WISCONSIN FORM 1 – 1982
WARRANTY DEED

2513753

REGISTER'S OFFICE
WAUKESHA COUNTY, WI
RECORDED ON

10-25-1999 12:46 PM

MICHAEL J. HASSLINGER
REGISTER OF DEEDS

REC. FEE: 4.00
REC. FEE-CO: 4.00
REC. FEE-ST: 2.00
TRAN. FEE:
TRAN. FEE-STATE:
PAGES: 1

REEL 3006 PAGE 0576

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS
Guyette & Poehlmann, S.C.
1110 N. 3rd Street, Suite 210
Milwaukee, WI 53203

This Deed, made between Mark D. Knudson a/k/a Mark Knudson and Margaret A. Knudson a/k/a Margaret Knudson, Grantor, and Knudson - East Troy, LLC, Grantee,

Witnesseth, That the said Grantor, for a valuable consideration

conveys to Grantee the following described real estate in Waukesha County, State of Wisconsin:

NBC 1188.994
PARCEL IDENTIFICATION NUMBER

Lot 2 of Certified Survey Map No. 4715, recorded May 15, 1985, in Volume 38 of Certified Survey Maps on Pages 87 to 89 as Document No. 1296063, being a part of the NE 1/4 of the SE 1/4 & SE 1/4 of the NE 1/4 of Section 9, Town 6 North, Range 20 East, in the City of New Berlin, County of Waukesha, State of Wisconsin.

FEE
77.25 (15s)
EXEMPT

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

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

Dated this 15th day of October, 19 99

Mark D. Knudson (SEAL)
• Mark D. Knudson

Margaret Knudson (SEAL)
• Margaret A. Knudson

(SEAL)
•

(SEAL)
•

AUTHENTICATION

Signature(s) Mark D. Knudson and Margaret A. Knudson
authenticated this 15th day of October, 19 99

• James A. Guyette
TITLE MEMBER STATE BAR OF WISCONSIN
(If not, authorized by §706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY
James A. Guyette

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

ACKNOWLEDGMENT

State of Wisconsin, } ss
Waukesha County.
Personally came before me this 15th day of October, 19 99, the above named Mark D. Knudson and Margaret A. Knudson
to me known to be the person s who executed the foregoing instrument and acknowledge the same

Glenn A. Michaelsen
Glenn A. Michaelsen
Notary Public, Waukesha County, Wis.
My commission is permanent. (If not, state expiration date February 9, 2003, 19)

NOTARY PUBLIC GLENN A. MICHAELSEN STATE OF WISCONSIN

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

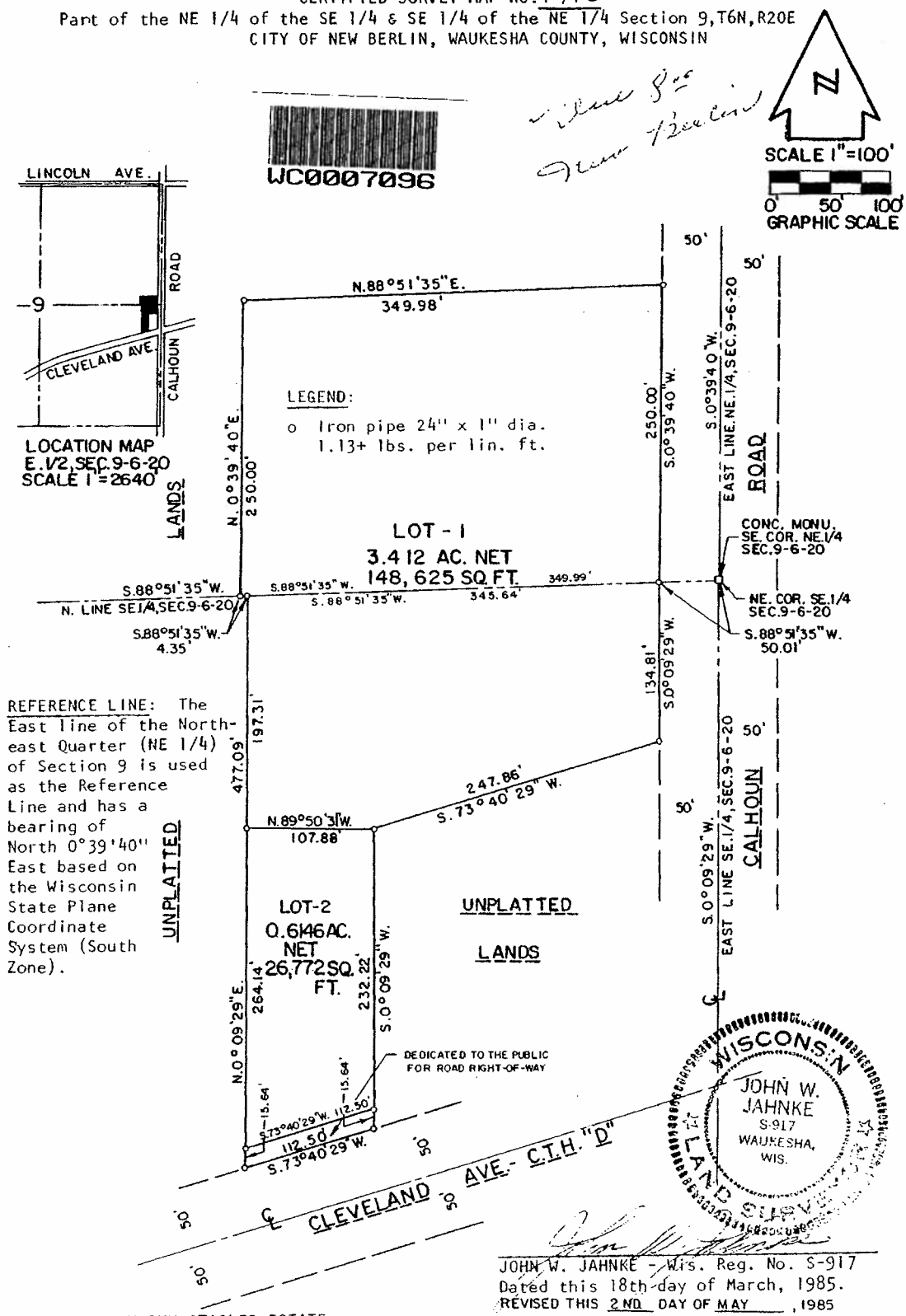
FORM NO. 985-A

See Parkland Plaza Condo. 1296063 in Vol. 1 of Plats Condo Pg. 903

CERTIFIED SURVEY MAP NO. 4715

Part of the NE 1/4 of the SE 1/4 & SE 1/4 of the NE 1/4 Section 9, T6N, R20E
CITY OF NEW BERLIN, WAUKESHA COUNTY, WISCONSIN

WC0007096



REFERENCE LINE: The East line of the Northeast Quarter (NE 1/4) of Section 9 is used as the Reference Line and has a bearing of North 0°39'40" East based on the Wisconsin State Plane Coordinate System (South Zone).

JOHN W. JAHNKE - Wis. Reg. No. S-917
Dated this 18th day of March, 1985.
REVISED THIS 2ND DAY OF MAY, 1985

OWNER: ANTHONY STIGLER ESTATE
Instrument drafted by John W. Jahnke

PS New Berlin 428

87

FORM NO. 985-A

Part of the NE 1/4 of the SE 1/4 & SE 1/4 of the NE 1/4 Section 9, T6N,R20E
CITY OF NEW BERLIN, WAUKESHA COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE:

I, John W. Jahnke, registered land surveyor, being duly sworn on oath, hereby depose and say that I have surveyed, divided and mapped the following land bounded and described as follows:

All that part of the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) and Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of Section 9, Town 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin, bounded and described as follows: Commencing at the southeast corner of the Northeast Quarter (NE 1/4) of Section 9; thence South 88°51'36" West along the south line of said Northeast Quarter (NE 1/4) 50.01 feet to the place of beginning of the lands herein to be described; thence South 0°09'29" West 134.81 feet; thence South 73°40'29" West 247.86 feet; thence South 0°09'29" West 247.86 feet; thence South 73°40'29" West 112.50 feet; thence North 0°09'29" East 477.09 feet; thence South 88°51'35" West 4.35 feet; thence North 0°39'40" East 250.00 feet; thence North 88°51'35" East 349.98 feet; thence South 0°39'40" West 250.00 feet to the place of beginning. Containing 4.06538 acres of land.

I further certify that I have made such survey, land division and map by the direction of the owners of said land; that such map is a correct representation of the exterior boundaries of the land surveyed and map thereof made; and that I have fully complied with the provisions of Chapter 236 of the Wisconsin State Statutes pertaining to Certified Survey Maps (Section 236.34) and Chapter No. 18 of the Municipal Code of the City of New Berlin in surveying, dividing, mapping and dedicating the same.

JOHN W. JAHNKE - Wis. Reg. No. S-917

WISCONSIN JOHN W. JAHNKE S-917 WAUKESHA, WIS. LICENSED SURVEYOR

STATE OF WISCONSIN)
COUNTY OF WAUKESHA) ss

The above certificate subscribed and sworn to me this 18th day of March, 1985.
My commission expires September 22, 1985

JEROME G. WEGNER - NOTARY PUBLIC

OWNERS' CERTIFICATE:

As owners, we hereby certify that we caused the land described above to be surveyed, divided, mapped and dedicated as represented on this map in accordance with the requirements of Chapter No. 18 of the Municipal Code of the City of New Berlin.

ESTATE OF ANTHONY C. STIGLER

THOMAS H. STIGLER - PERSONAL REPRESENTATIVE

Instrument Drafted by John W. Jahnke

PS New Berlin 428

FORM NO. 985-A

Part of the NE 1/4 of the SE 1/4 & SE 1/4 of the NE 1/4 Section 9, T6N, R20E
CITY OF NEW BERLIN, WAUKESHA COUNTY, WISCONSIN

STATE OF WISCONSIN)
COUNTY OF WAUKESHA) ss

Personally came before me this 7th day of May, 1985, the above named THOMAS H. STIGLER, to me known to be the person who executed the foregoing instrument and acknowledged the same.
My commission expires 5-22-88.

NOTARY PUBLIC -

PLAN COMMISSION APPROVAL:
Approved by the Plan Commission, City of New Berlin, this 15 day of APRIL, 1985.

TIMOTHY TULLY - CHAIRMAN

RICK KUCKKAHN - SECRETARY

COMMON COUNCIL APPROVAL:
Approved by the Common Council, City of New Berlin, this 23 day of APRIL, 1985.

TIMOTHY TULLY - MAYOR

DONALD W. DEBRUIN - CLERK

WISCONSIN
JOHN W. JAHNKE
S-917
WAUKESHA, WIS.
LAND SURVEYOR

JOHN W. JAHNKE - Wis. Reg. No. S-917
Dated this 18th day of March, 1985.

REGISTER'S OFFICE) 1296063
Waukesha Co. Wis.) No. _____
RECEIVED FOR RECORD THE 15th DAY
May, A.D., 1985 AT 3:40
O'CLOCK P.M. & RECORDED IN Vol. 38
OF C.S.M. ON Pgs 87-88-89
REGISTER

OWNER: ANTHONY STIGLER ESTATE

Instrument Drafted by John W. Jahnke

PS New Berlin 428

ATTACHMENT CC
COPIES OF CSM'S AND PLATS

See Declaration of Condominium in R-700 I-237
See Amendment to Declaration of Condominium in R-1270 I-1111

1312472

403

1312478

WC0002062

REGISTER'S OFFICE) ss
Waukesha Co. Wis. ✓) No.
RECEIVED FOR RECORD THE 17th DAY
September A.D. 1985 AT 2:05
O'CLOCK P.M. & RECORDED IN Vol 1
OF Condominium Pages 903-915
Michael J. Harlingen
Register

CONDOMINIUM PLAT OF SURVEY

PARKLAND PLAZA CONDOMINIUM

FOR: PARKLAND PLAZA CONDOMINIUM
2675 Through 2751 South Calhoun Road
City of New Berlin, Wisconsin

LEGAL DESCRIPTION: Lot 1 as recorded in Volume 38 of Certified Survey Maps on Pages 87 through 89, as Document No. 1296063 and Map No. 4715, being a part of the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) and of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of Section 9, Town 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin.

STATE OF WISCONSIN)
COUNTY OF WAUKESHA) ss

We, Jahnke & Jahnke Associates Inc., do hereby certify that we have made this survey and that the information as shown on the above Plat of Survey is a true and correct representation thereof.

John W. Jahnke
JOHN W. JAHNKE - Wis. Reg. No. S-917
Dated this 12th day of June, 1985.

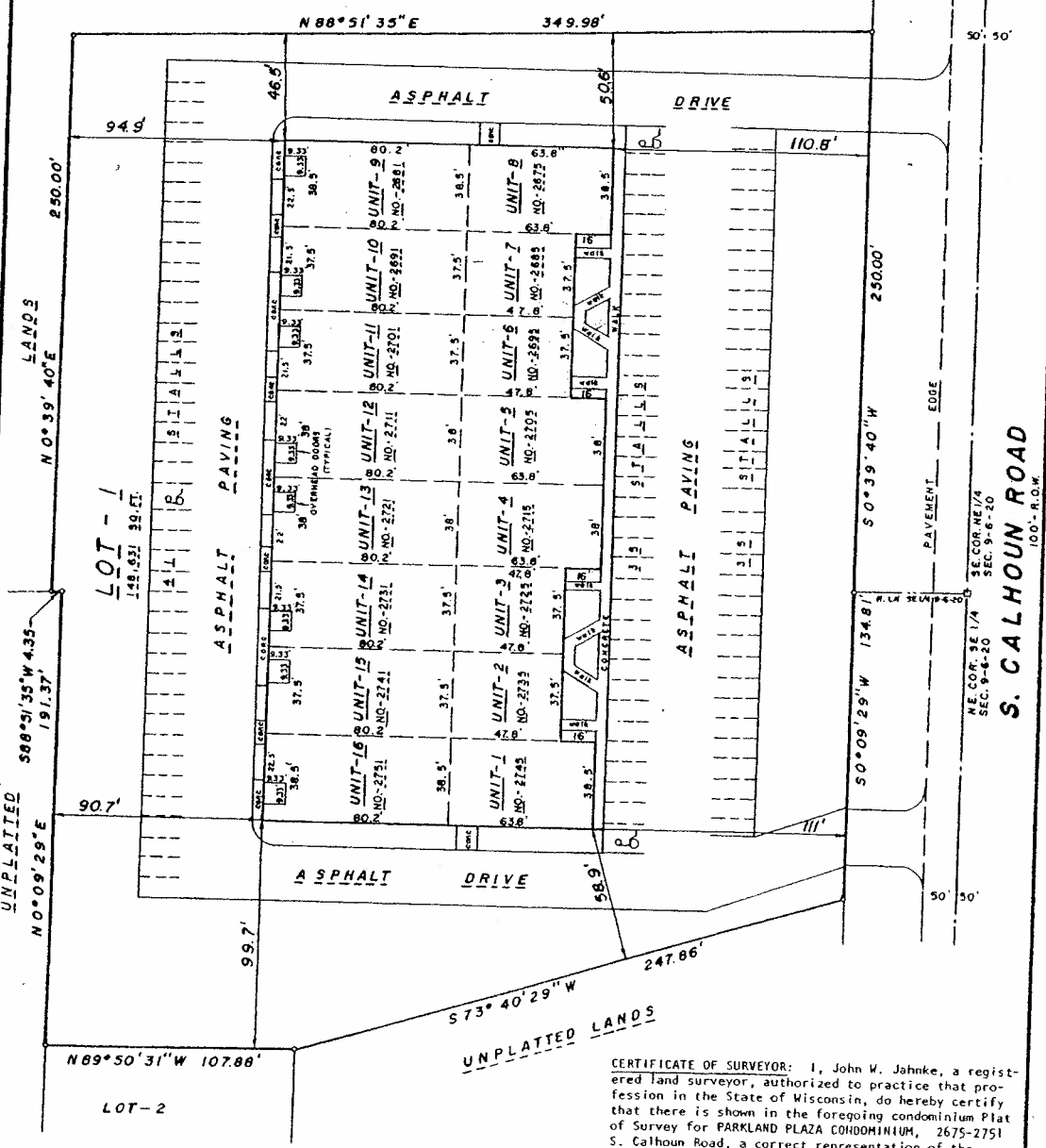
WISCONSIN
JOHN W. JAHNKE
S-917
WAUKESHA, WIS.
LAND SURVEYOR

N

SCALE-1" = 40'

0 10 25 50 80' 100

C.S.M. NO. 925



CERTIFICATE OF SURVEYOR: I, John W. Jahnke, a registered land surveyor, authorized to practice that profession in the State of Wisconsin, do hereby certify that there is shown in the foregoing condominium Plat of Survey for PARKLAND PLAZA CONDOMINIUM, 2675-2751 S. Calhoun Road, a correct representation of the condominium described in the Declaration. The identification and location of each unit and the common elements either as constructed or proposed can be determined from the Plat of Survey and the other documents and drawings attached.

INSTRUMENT DRAFTED BY JOHN W. JAHNKE

FILE NO. NEW BERLIN 52

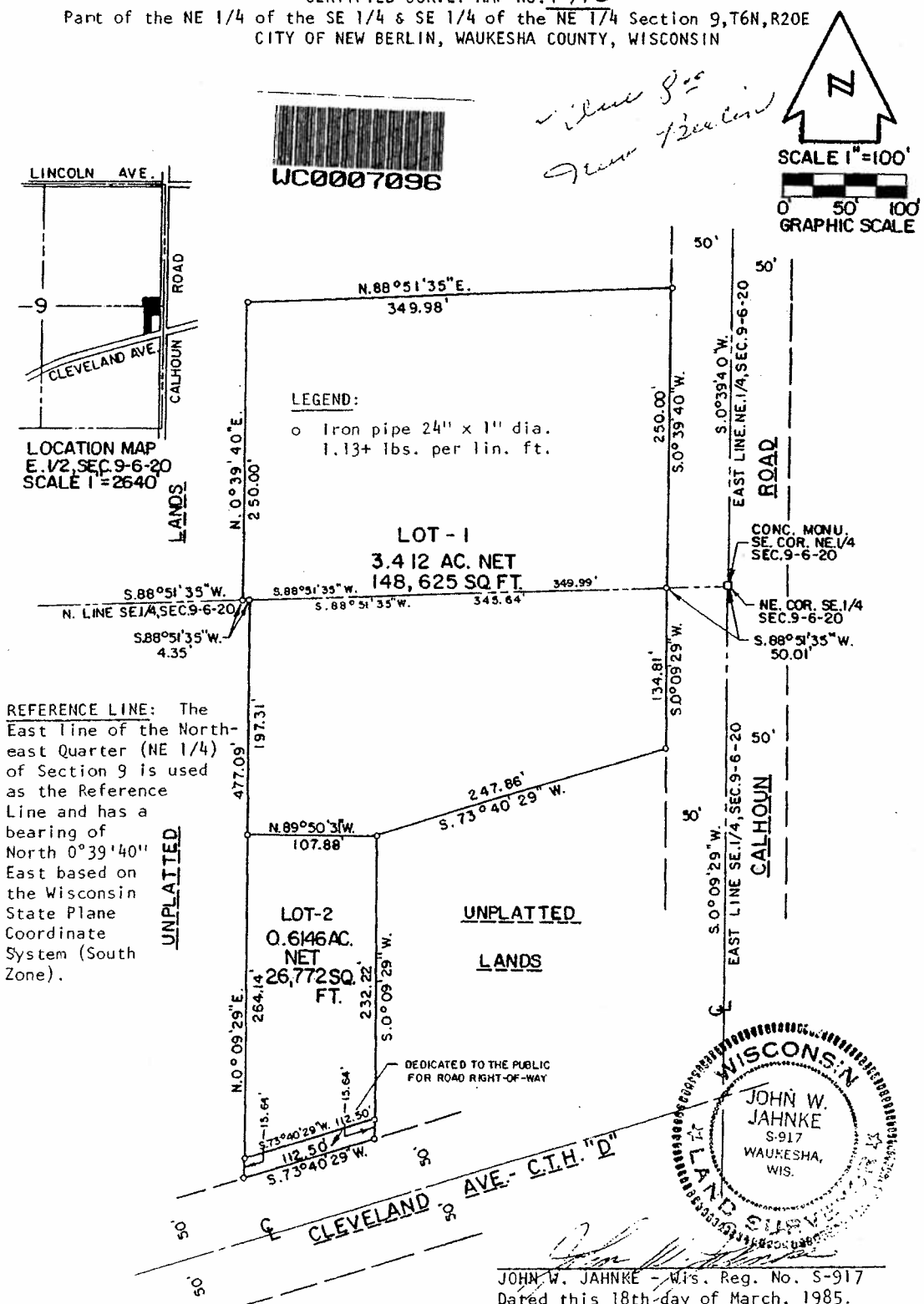
FORM NO. 985-A

See Parkland Plaza Condo. 1296063 in Vol. 1 of Plats Condo Pg. 903

CERTIFIED SURVEY MAP NO. 4715

Part of the NE 1/4 of the SE 1/4 & SE 1/4 of the NE 1/4 Section 9, T6N, R20E
CITY OF NEW BERLIN, WAUKESHA COUNTY, WISCONSIN

WC0007096



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JOHN W. JAHNKE - Wis. Reg. No. S-917
Dated this 18th day of March, 1985.
REVISED THIS 2ND DAY OF MAY, 1985

OWNER: ANTHONY STIGLER ESTATE
Instrument drafted by John W. Jahnke

PS New Berlin 428

87