

von Briesen, Purtell & Roper, s.c.
Attorneys at Law

411 Building Office
Suite 700
411 East Wisconsin Avenue
Milwaukee, Wisconsin 53202-4470
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Facsimile 414-276-6281

Water Street Office
Suite 1000
735 North Water Street
Milwaukee, Wisconsin 53202-4184
Telephone 414-273-7000
Facsimile 414-273-7897

Please Reply To:
 411 Building Office
 Water Street Office

Michael P. Carlton
Direct Telephone
414-287-1217
mcarlton@vonbriesen.com

October 29, 1997

Mr. Jim Schmidt, Supervisor
Remediation & Development
Wisconsin Department of Natural Resources
Southeast Region
2300 North Dr. Martin Luther King, Jr. Drive
P. O. Box 12436
Milwaukee, WI 53212

RECEIVED
NOV 3 1997
D.N.R. SED Hqtrs.
Milwaukee, WI

Re: Spill Report: 117 East Capitol Drive, Milwaukee, WI

Dear Mr. Schmidt:

Our office represents James and Julie Hugg, the vendees of property located at 117 East Capitol Drive, Milwaukee, Wisconsin, which Mr. and Mrs. Hugg are in the process of purchasing pursuant to a land contract. That property is currently leased primarily for use as a Speedy Lube quick oil change operation, but for many years previous to the execution of the land contract it was the site of a dry cleaning establishment.

Mr. and Mrs. Hugg have received a report of laboratory analysis of a single soil sample taken at the property by Drake Environmental, Inc. The laboratory report indicates the presence of a high concentration of tetrachloroethene, a common dry cleaning solvent, and low levels of chlorobenzene and 1,2,4-trimethylbenzene, from a soil sample taken from the depth of 6 1/2 to 7 feet. The sample was taken immediately outside of the building and adjacent to a small asphalt-paved area which may have supported a dry-cleaning solvent tank. A copy of Drake's 10/24/97 letter report is enclosed, providing the information required under NR 706.05(1)(c), to the extent such information presently exists.

The vendors on the Hugg's land contract are Gerald and Therese Hunn, and it is Mr. Hugg's understanding that Mr. Hunn and others operated a dry cleaning establishment at the property under the name Queens Way Cleaners. Copies of documents from City of Milwaukee Building Inspection files referencing the dry cleaning establishment are enclosed. Since a release of dry cleaning solvent is indicated, and since the Huggs never performed any operations or used any materials at the property that

Mr. Jim Schmidt, Supervisor
October 29, 1997
Page 2

could have resulted in the release of tetrachloroethene, it appears that Mr. Hunn is a responsible party under the Wisconsin Spill Law. A copy of the land contract is attached.

At this time, Mr. and Mrs. Hugg request that the DNR issue a standard responsible party letter to Gerald Hunn as a person who caused a release and who possess or controls a hazardous substance. Mr. Hunn's last-known address is:

Mr. Gerald W. Hunn
W148 N8091 University Avenue
Menomonee Falls, WI 53051

8615 Town Hall Rd
53051-2570

We would appreciate the opportunity to discuss this matter with you further in person or by telephone, to answer any questions you may have and to provide further documentation of the relationships of the parties if necessary. Please give me a call at 287-1217.

Sincerely,

von BRIESEN, PURTELL & ROPER, s.c.

Michael P. Carlton

MPC/mlc

cc: James Hugg
Julie Hugg
William R. West, Esq.
David J. Edquist, Esq.

S:\CASES\HHUGG\SALEOFBS.PR\LETTERS\SL-SCHM01.MPC

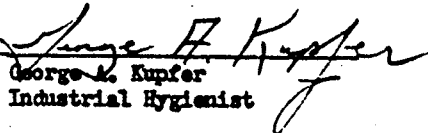
Date March 26, 1962

TO: Building Inspector
FROM: Health Department
RE: Premises located at 117 East Capitol Drive

On this date I have discussed with Mr. Charles Maier
his plans for Building Altering X Remodeling
Occupying a building on premises identified above for
use as a Coin Operated Dry Cleaning
and have explained to him such requirements as are enforced
by this department.

E. R. Krumbiegel, M.D.
Commissioner of Health

per


George A. Kupfer
Industrial Hygienist

Copy of code was given to Mr. Charles Maier of Charles Maier and Son Company, Contractors. The following items were discussed as questionable and, the proper provisions were pointed out in the code:

1. Ventilation.
2. Supply of return air.
3. Termination of ventilation stacks.
4. Termination of drainage of maintenance area in regards to solvent leakage.

It was pointed out that a permit for operation of this plant must be obtained in addition to the Building Permit and prior to the opening date of this establishment. The contractor states he will notify the owner of this and give him a copy of the ordinance.

DEB:dp
3-17-61

City of Milwaukee. Building Inspection and Safety Engineering. Premises Record
(#73-0101). Photographed 10-31-75. Operator MURRAY RALPH.

DEPARTMENT OF BUILDING INSPECTION AND SAFETY ENGINEERING
CITY OF MILWAUKEE, WISCONSIN

TO BE FILLED IN BY DEPT. PERSONNEL	
CERTIFICATE NO. ISSUED 21337	DATE CERTIFICATE ISSUED JAN 3 1973

APPLICATION FOR OCCUPANCY CERTIFICATE

PREMISES LOCATION 117 E. CAPITOL DR	WARD NO. 6	DATE OF APPLICATION 10/24/72
TO BE OCCUPIED BY (NAME OF INDIVIDUAL OR FIRM)	OCCUPANCY PERMIT FEE \$25.00	RECEIPT NO. 9534
DESCRIBE PORTION OF BUILDING OR LOT TO BE OCCUPIED AUTO COIN LNDRY & DRY CLNRS	DIMENSIONS OF AREA TO BE OCCUPIED	

ENTIRE PREMISES		AREA			HEIGHT	
ZONING	<input type="checkbox"/> RESIDENTIAL	<input type="checkbox"/> MAJOR COMMERCIAL	<input checked="" type="checkbox"/> A	<input type="checkbox"/> E	<input type="checkbox"/> F-6	<input type="checkbox"/> 40'
DISTRICTS	<input type="checkbox"/> RESTRICTED OFFICE	<input checked="" type="checkbox"/> INDUSTRIAL	<input type="checkbox"/> B	<input type="checkbox"/> F-1	<input type="checkbox"/> G	<input type="checkbox"/> 60'
	<input type="checkbox"/> NEIGHBORHOOD SHOPPING	<input type="checkbox"/> AGRICULTURAL	<input type="checkbox"/> B-1	<input type="checkbox"/> F-2	<input type="checkbox"/>	<input checked="" type="checkbox"/> 80'
TO BE FILLED IN BY DEPARTMENTAL PERSONNEL	<input type="checkbox"/> LOCAL BUSINESS	<input type="checkbox"/> PARKING	<input type="checkbox"/> C	<input type="checkbox"/> F-3	<input type="checkbox"/>	<input type="checkbox"/> 120'
	<input type="checkbox"/> COM'L & LIGHT MANUFACTURING	<input type="checkbox"/>	<input type="checkbox"/> D	<input type="checkbox"/> F-4	<input type="checkbox"/>	<input type="checkbox"/>

PREMISES OWNER'S NAME JOHN L. HUNN	OWNER'S ADDRESS 4108 NO LAKE DR
----------------------------------------------	-------------------------------------------

KIND OF OCCUPANCY OR WORK TO BE PERFORMED (STATE IN DETAIL)

COIN-OPERATED LAUNDRY & DRY CLEANING

FORMER OCCUPANCY OF THE ABOVE AREA
EXISTING

TYPE OF MACHINERY AND/OR EQUIPMENT TO BE INSTALLED (PLANS OF SUCH INSTALLATIONS MUST BE SUBMITTED WITH THIS APPLICATION)

WEIGHT OF ABOVE MACHINERY AND/OR EQUIPMENT (IN LBS.)	FLOOR LOADS DESIRED (LBS. PER SQ. FT.)
MAXIMUM NUMBER OF PEOPLE TO BE EMPLOYED: MALE / FEMALE /	NUMBER OF ELEVATORS IN BUILDING
IF CERTIFICATE OF OCCUPANCY WILL NOT BE ISSUED UNLESS REPAIRS OR ALTERATIONS ARE PERFORMED, THEY WILL BE MADE BY <input type="checkbox"/> APPLICANT <input checked="" type="checkbox"/> OWNER <input type="checkbox"/> OTHER	

IS BUILDING OPEN FOR INSPECTION? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	ADDRESS WHERE KEY CAN BE OBTAINED IF BLDG. IS NOT OPEN FOR INSPECTION 3273 N PALMER
MAIL OCCUPANCY CERTIFICATE TO: (NAME) JOHN L. HUNN	ADDRESS 4108 NO LAKE DR (11)
APPLICANT'S SIGNATURE <i>John L. Hunn</i>	PER (AUTHORIZED AGENT OR APPLICANT)
PRESENT STREET ADDRESS OF APPLICANT 41710 N LAKE DR	CITY MILWAU
	APPLICANT'S PHONE NO. 962-1000
	STATE WI

RECEIVED

OCT 26 '72

BUILDING INSPECTOR
& SAFETY ENGINEER

BY **B. COOPER**
(BUILDING INSPECTOR PERSONNEL)

DISTRIBUTION: BLUE - Building Inspector PINK - Electrical Inspector CANARY - Plumbing GOLDENROD - Other

City of Milwaukee, Building Inspection and Safety Engineering. Premises Record (#73-0101). Photographed 10-31-75. Operator **DIVISION BALSCH**

DEPARTMENT OF BUILDING INSPECTION
CITY ENGINEERING
MILWAUKEE, WISCONSIN

TYPE OR PRINT ALL SECTIONS OF THIS FORM
IN TRIPPLICATE AND MAIL ALL COPIES TO THE
BUILDING INSPECTOR'S OFFICE.

FEB 25 1975

APPLICATION FOR ELECTRICAL PERMIT

PERMIT NO. 377593

JOB SITE (GIVE EXACT STREET ADDRESS): 117 E Capitol Drive		FEES FOR ELECTRICAL EQUIPMENT TO BE INSTALLED			
DATE OF APPLICATION 2/21/75	QUAN- TITY	ITEM	PER EACH	AMOUNT	
TYPE OF PREMISES (FACTORY, GROCERY, DWELLING, ETC.): Business		CAPACITORS (PER KILOWATT OR KILO-VOLT OR FRACTION THEREOF)	.15		
		DIMMERS	2.00		
ADDITIONAL WORK BEING PERFORMED IN CONNECTION WITH THIS PERMIT (SEE THAT APPLY): NEW CONSTRUCTION		ELECTRIC RANGE OR OUTLET THEREFOR	.80		
ADDITIONAL ROOMS OR AREAS	1	FEEDERS OR SUB-FEEDER CHANGES	2.00	2.00	
REMODELING OR ALTERATION		FIXTURES, MEDIUM BASE SOCKET	.15		
NEW OCCUPANCY		FIXTURES, MOGUL BASE SOCKET	.25		
ADDITIONAL ELECTRICAL INSPECTIONS:		GENERATORS OR HEATERS (PER KILOWATT OR KILO-VOLT OR FRACTION THEREOF)	.15		
19 <input checked="" type="checkbox"/> WILL NOTIFY	2	LAMPS - TUBULAR - FLUORESCENT, MERCURY VAPOR, COLD CATHODE, LUMILINE (PER TUBE)	.15	.30	
19 <input checked="" type="checkbox"/> WILL NOTIFY		LIGHTS - ARC, FLOOD, SEARCH, ETC.	.80		
		MOTORS - (PER H.P. OR FRACTION THEREOF FOR EACH MOTOR)	.25		
		MACHINES - MOVING PICTURE, STEREO, OPTICAN, X-RAY, HIGH FREQUENCY THERAPEUTIC APPARATUS, ETC.	3.50		
	1	OUTLETS - FOR FIXTURES, LAMPS, SWITCHES, RECEPTACLES, ETC.	.25	.25	
		REACTORS OR RECTIFIERS (PER KILOWATT OR KILO-VOLT OR FRACTION THEREOF)	.15		
		SIGNALS OR COMMUNICATION DEVICES - AUDIBLE OR VISUAL	.15		
		SIGNS (CHARGE FOR INSPECTION AT SHOP)	2.00		
		SIGNS, LAMP - (PER EACH RECEPTACLE)	.08		
		SIGNS, NEON - FOR 1ST TRANSFORMER - FOR EACH ADDITIONAL TRANSFORMER	2.00 .40		
		STRIP LIGHTING, PLUG-IN-STRIP, TROLE, E-DUCT, ETC. (PER FOOT OR FRACTION THEREOF)	.05		
		TRANSFORMERS (PER KILOWATT OR KILO-VOLT OR FRACTION THEREOF)	.15		
		WATER HEATERS OR OUTLET THEREFOR	.80		
		WIREWAYS, BUSWAYS, UNDERFLOOR RACEWAYS OR AUXILIARY GUTTERS (PER FOOT OR FRACTION THEREOF)	.08		
		TOTAL SERVICE SWITCH CAPACITIES: 0 TO 100 AMPERES	2.00		
		101 TO 500 AMPERES	3.50		
		OVER 500 AMPERES	7.00		
		CHARGE FOR TEMPORARY INSTALLATION	3.50		
ELECTRICAL LICENSE NO. 3592		RECEIVED FEB 25 1975			
COST OF JOB \$ 350.00					
INSPECTOR OR MAINTENANCE LICENSE & Fischer, Inc		BUILDING INSPECTOR SAFETY ENGR.			
Abert Pl 53212 ZIP CODE		NOTE: THE MINIMUM FEE FOR A PERMIT IS \$2.00			
MILWAUKEE SUPERVISING ELECTRICIAN C. Kraus V.P.		TOTAL PERMIT FEE 2.55			

City of Milwaukee - Building Inspection and Safety Engineering - Premises Recorder
 (#73-0101) - Photographed 10-31-75 - Operator J.M.B. O.A. BARRON

FEB 25 1975

TYPE OR PRINT ALL SECTIONS OF THIS FORM
IN TRIPLICATE AND MAIL ALL COPIES TO THE
BUILDING INSPECTOR'S OFFICE.

APPLICATION FOR ELECTRICAL PERMIT

PERMIT NO. 377593

LOCATION OF JOB SITE (GIVE EXACT STREET ADDRESS):

117 E Capitol Drive

FEEES FOR ELECTRICAL
EQUIPMENT TO BE INSTALLED

WARD NO	DATE OF APPLICATION	QUAN- TITY	ITEM	FEE EACH	AMOUNT
	2/21/75		CAPACITORS OR CONVERTERS (PER KILOWATT OR KILO-VOLT AMPERE OR FRACTION THEREOF)	.15	
			DIMMERS	2.00	
			ELECTRIC RANGE OR OUTLET THEREFOR	.80	
		1	FEEDERS OR SUB-FEEDER CHANGES	2.00	2.00
			FIXTURES, MEDIUM BASE SOCKET	.15	
			FIXTURES, MOGUL BASE SOCKET	.25	
			GENERATORS OR HEATERS (PER KILOWATT OR KILO-VOLT AMPERE OR FRACTION THEREOF)	.15	
		2	LAMPS, TUBULAR - FLUORESCENT, MERCURY VAPOR, GOLD CATHODE, LUMILINE (PER TUBE)	.15	30
			LIGHTS - ARC, FLOOD, SEARCH, ETC.	.80	
			MOTORS - (PER H.P. OR FRACTION THEREOF FOR EACH MOTOR)	.25	
			MACHINES - MOVING PICTURE STERE, OPTICAN, X-RAY, HIGH FREQUENCY THERAPEUTIC APPARATUS, ETC.	3.50	
		1	OUTLETS - FOR FIXTURES, LAMPS, SWITCHES, RECEPTACLES, ETC.	.25	25
			REACTORS OR RECTIFIERS (PER KILOWATT OR KILOVOLT AMPERE OR FRACTION THEREOF)	.15	
			SIGNALS OR COMMUNICATION DEVICES - AUDIBLE OR VISUAL	.15	
			SIGNS (CHARGE FOR INSPECTION, AT SHOP)	2.00	
			SIGNS, LAMP - (PER EACH RECEPTACLE)	.08	
			SIGNS, NEON - FOR 1ST TRANSFORMER - FOR EACH ADDITIONAL TRANSFORMER -	2.00 .40	
			STRIP LIGHTING, PLUG-IN-STRIP, TROLE, E,DUCT, ETC. (PER FOOT OR FRACTION THEREOF)	.05	
			TRANS- FORMERS (PER KILOWATT OR KILO-VOLT AMPERE OR FRACTION THEREOF)	.15	
			WATER HEATERS OR OUTLET THEREFOR	.80	
			WIREWAYS, BUSWAYS, UNDERFLOOR RACEWAYS OR AUXILIARY GUTTERS (PER FOOT OR FRACTION THEREOF)	.08	
			TOTAL SERVICE SWITCH CAPACITIES: 0 TO 100 AMPERES	2.00	
			101 TO 500 AMPERES	3.50	
			OVER 600 AMPERES	7.00	
			CHARGE FOR TEMPORARY INSTALLATION	3.50	
RECEIVED					
					FEB 25 '75
					BUILDING INSPECTOR SAFETY ENGRS.
NOTE: THE MINIMUM FEE FOR A PERMIT IS \$2.00				TOTAL PERMIT FEE	2.55

City of Milwaukee, Building Inspection and Safety Engineering, Premises Record (#73-0101), Photographs 10-31-73, Operator Donald Ralston

AVAILABLE SHORT CIRCUIT DATA
It is hereby agreed between the undersigned as owner, by himself, or his agent, and the City of Milwaukee that for and in consideration of the permit to be issued and granted by the Department of Building Inspection and Safety Engineering in this application will be installed in accordance with the regulations of a license of the Milwaukee Building and Zoning Code of 1931 and all amendments thereto and with all other laws and ordinances pertaining to same. It is further agreed that no electrical license shall be issued under the provisions of Chapter 22 of the Milwaukee Municipal Code as amended in this application for permit in a safe, legal, and workmanlike manner as required in Chapter 22 of said code.

It is further agreed between the undersigned, as owner, by himself, or his agent, and the City of Milwaukee that for and in consideration of the permit for the installation or alteration of electrical equipment as above described to be issued and granted by the Department of Building Inspection and Safety Engineering during the term of the permit the undersigned shall be held responsible for the safety of the installation and for the maintenance of the same in accordance with the provisions of Chapter 22 of the Milwaukee Municipal Code as amended in this application for permit in a safe, legal, and workmanlike manner as required in Chapter 22 of said code.

NAME OF CONTRACTOR OR MAINTENANCE LICENSEE: **Knoerr & Fischer, Inc** TEL. NO. **964-6500**

ADDRESS OF LICENSEE: **925 E Abert Pl** **53212** CITY **Milwaukee** ZIP CODE

AUTHORIZED SIGNATURE FOR LICENSEE: *Amy C. Knoerr V.P.*

SIGNATURE OF SUPERVISING ELECTRICIAN: *A. Knoerr*

1979

TYPE OR PRINT ALL SECTIONS OF THIS FORM
IN TRIPPLICATE AND MAIL ALL COPIES TO THE
BUILDING INSPECTOR'S OFFICE

APPLICATION FOR ELECTRICAL PERMIT

47) PERMIT NO. 397247

LOCATION OF JOB SITE (GIVE EXACT STREET ADDRESS)

117 E. Capitol Drive
ALDERMANIC DISTRICT (6) DATE OF APPLICATION March 21, 1979

OWNER'S NAME Auto Coin Jack Henn

OWNER'S ADDRESS

TENANT'S NAME

TENANT'S ADDRESS

PRESENT USE OF PREMISES (FACTORY, GROCERY, DWELLING, ETC)

Commercial Dry Cleaning

ELECTRICAL WORK BEING PERFORMED IN CONNECTION WITH: (CHECK THOSE THAT APPLY)

- NEW CONSTRUCTION
- ADDITIONAL ROOMS OR AREAS
- REMODELING OR ALTERATION
- NEW OCCUPANCY

SCHEDULE ELECTRICAL INSPECTIONS:

WIRING 19 WILL NOTIFY

FIXTURES 19 WILL NOTIFY

ARE OTHER TRAILS GOING TO BE MOVED OR ON JOB SITE? [] YES [] NO

CONTRACTOR JOB NO. 4952 COST OF JOB \$ 500.00

REMARKS:

QUANTITY		RATING	ITEM	AMOUNT
		(H.P.)	AIR CONDITIONER (PER H.P. OR FRACTION THEREOF FOR EACH MOTOR)	
		(KWS)	CAPACITOR OR CONVERTER (PER KILOWATT OR KILO-VOLT AMPERE OR FRACTION THEREOF)	
			DIMMER	
			DRYER OR OUTLET THEREFOR	
2			FEEDER OR SUB-FEEDER CHANGE	10.00
			FIXTURE, MEDIUM BASE SOCKET	
			FIXTURE, MOGUL BASE SOCKET	
		(H.P.)	GENERATOR OR HEATER (PER KILOWATT OR KILO-VOLT AMPERE OR FRACTION THEREOF)	
3			LAMP, TUBULAR - FLUORESCENT, MERCURY VAPOR, COLD CATHODE, LUMILINE (PER TUBE)	1.60
			LIGHT - ARC, FLOOD, SEARCH, ETC.	
		(H.P.)	MOTOR - (PER H.P. OR FRACTION THEREOF FOR EACH MOTOR)	
			MACHINE - MOVING PICTURE, STERE-OPTICON, X-RAY, HIGH FREQUENCY THERAPEUTIC APPARATUS, ETC.	
10			OUTLET - FOR FIXTURE, LAMP, SWITCH, RECEPTACLE, ETC.	3.00
			RANGE OR OUTLET THEREFOR	
		(KWS)	REACTOR OR RECTIFIER (PER KILOWATT OR KILO-VOLT AMPERE OR FRACTION THEREOF)	
			SIGNAL OR COMMUNICATION DEVICE - AUDIBLE OR VISUAL	
			... (CHARGE FOR INSPECTION AT SHOP)	
			SIGN, LAMP - (PER RECEPTACLE)	
			SIGN, NEON - (PER TRANSFORMER)	
			STRIP LIGHTING, PLUG-IN-STRIP, TROL-E-DUCT, ETC. (PER FOOT OR FRACTION THEREOF)	
		(KWS)	TRANSFORMER (PER KILOWATT OR KILO-VOLT AMPERE OR FRACTION THEREOF)	
			WATER HEATER OR OUTLET THEREFOR	
			WELDER OR OUTLET THEREFOR	
			WIREWAY, BUSWAY, UNDERFLOOR RACEWAY OR AUXILIARY GUTTER (PER FOOT OR FRACTION THEREOF)	
			TOTAL SERVICE SWITCH CAPACITIES: 0 TO 100 AMPERES 101 TO 600 AMPERES OVER 600 AMPERES	
			CHARGE FOR TEMPORARY INSTALLATION	
* See Milwaukee Building Code for Fee Schedule				TOTAL PERMIT FEE 14.60

APPLICANT'S SIGNATURE: *Kenn F. Fischer, Inc.* 967-6500
 ADDRESS: 925 E. Albert Place 53212
 CITY: Milwaukee
 SIGNATURE OF SUPERVISING ELECTRICIAN: *Kenn F. Fischer*
 SIGNATURE OF APPLICANT: *Kenn F. Fischer*

City of Milwaukee. Building Inspection and Safety Engineering. Premises Record
 (#73-0101). Photographic 1-16-80. Operator *Walter Bruckner*

CITY OF MILWAUKEE
DEPARTMENT OF BUILDING INSPECTION
 841 N. Broadway, Rm. 1007
 Milwaukee, WI 53202

TO BE FILLED IN BY DEPT. PERSONNEL
 CERTIFICATE NO. ISSUED: 52181
 DATE CERTIFICATE ISSUED:

APPLICATION FOR: (810) OCCUPANCY CERTIFICATE (820) BOZA RENEWAL

PREMISES LOCATION: 117 E CAPITAL DRIVE AFD DIST: C DATE OF APPLICATION: 4-3-87
 TYPE OF OCCUPANCY (NAME OF INDUSTRIAL OR PROFESSIONAL OR COMPANY): POLY BRITE VINTAGE TRADERS OCCUPANCY FEE: \$ 60.00 RECEIPT NO:
 DIMENSIONS OF AREA TO BE OCCUPIED: 4200 SQ FEET
 IS BUILDING OPEN TO THE PUBLIC? YES NO
 STATUS OF BUILDING: NEW EXISTING IS SPACE BEING DIVIDED FROM A LARGER AREA? YES NO
 WILL THERE BE OR HAVE THERE BEEN ALTERATIONS TO THE BUILDING? YES NO
 ZONING DISTRICT: 110D-A-85
 USE GROUP (CIRCLE THE PROPER USE GROUP):
 (1) One family (8) Other residential (11) Service station (16) Mercantile
 (2) Two family (9) Recreation bldg. (12) Institutional bldg. (17) Oth. non-res.
 (3) 3-4 family (10) Religious bldg. (13) Office building (18) Structure/ not bldg.
 (4) 5-fam./grtr. (11) Industrial bldg. (14) Educational bldg. (19) Res. garage
 (5) Hotel/Motel (10) Public parking (15) Utility

NAME OF OCCUPANCY OR WORK TO BE PERFORMED (STATE IN DETAIL):
SALE OF USED FURNITURE w/
Some New Retail Sales.
Requires B.O.Z. approval. Per 225-
523 (7)
 FORMER OCCUPANCY OF THE ABOVE AREA:
APPLICATION 1-23-89 NULL & VOID
CANCELLED 1-26-84
 TYPE OF MACHINERY, EQUIPMENT OR INSTALLATIONS TO BE SUBMITTED WITH THIS APPLICATION:
NOT ISSUED

WEIGHT OF ABOVE MACHINERY, EQUIPMENT OR INSTALLATIONS (IN LBS): _____ FLOOR LOADS DESIRED (LBS PER SQ FT): _____ FIRE SUPPRESSION HOOD SYSTEM: YES NO
 MAXIMUM NUMBER OF PEOPLE TO BE EMPLOYED: _____ PUBLIC CAPACITY PROPOSED FOR THIS OCCUPANCY? _____
 MALE _____ FEMALE _____
 PREMISES OWNER'S NAME (PRINT) (If a corporation, Officer or Registered Agent MUST be named): THERESE A HUNN OWNER'S ADDRESS: 53051 ZIP CODE: _____ PHONE: 755-9610
W148 N 8091 UNIVERSITY
 IF CERTIFICATE OF OCCUPANCY WILL NOT BE ISSUED UNLESS REPAIRS OR ALTERATIONS ARE PERFORMED THEY WILL BE MADE BY: _____
 APPLICANT OWNER OTHER NAME: GERALD Wm HUNN ADDRESS: W148 N 8091 UNIVERSITY ZIP CODE: 53051
 MAKING ALTERATIONS HEREIN (If no name, NAME): _____
 APPLICANT OWNER OTHER NAME: _____ ADDRESS: _____ PHONE: _____
 PERSON TO CALL COMPANY INSPECTOR: _____ NAME: _____ ADDRESS: _____ PHONE: _____
 MAIN OCCUPANCY CERTIFICATE TO (PRINT NAME): _____ NAME: GERALD W. HUNN ADDRESS: W148 N 8091 UNIVERSITY ZIP CODE: _____
 APPLICANT OWNER OTHER

The undersigned hereby attests to the above information as accurately describing the premises and proposed occupancy to the best of his/her knowledge and that he/she has been authorized by the owner or his/her agent to make this application. Any falsification or misinformation will result in enforcement of penalties prescribed in the Milwaukee Code of Ordinances.

APPLICANT'S SIGNATURE (If a corporation, Officer or Registered Agent MUST be named): Gerald Wm Hunn ADDRESS: W148 N 8091 UNIVERSITY APPLICANT'S PHONE NO: 255 9610
 PRINTED NAME: GERALD Wm HUNN CITY: MONMOUTH, ILL STATE: WIS ZIP CODE: 53051

CHECKED BY: [Signature]
 (MILWAUKEE INSPECTOR PERSONNEL)

DISTRIBUTION: 1018 Building Inspector, 1018 Electrical Inspector, 1018 CANARY Plumbing, 1018 GOLDENHOD - Office
 (2) WORKS Applicant and

City of Milwaukee, Building Inspection and Safety Engineering, Premises Record (#73-0101), Photographed Operator

BOARD OF ZONING APPEALS - CITY OF MILWAUKEE

In the Matter of the Appeal of:

No. 16331

Vintage Traders
Gerald A. Hunn
FEE: Theresa A. Hunn

Premises - 117 East Capitol Drive a/k/a
3965 North Palmer Street

The above matter came on for hearing before the Board on April 21, 1988, on appeal from a denial of the Commissioner of Building Inspection of the City of Milwaukee dated March 15, 1988, of a request for permit to occupy an existing facility for use as a second-hand sales along with new retail on the above subject premises.

Section 295-523(7) of the Milwaukee Code of Ordinances:

A report from the City Plan Commission and a public hearing by the Board of Zoning Appeals are required.

Appearances: H. F. Schweikart, Planning Administration
Thomas Rauen, Building Inspection Dept.
Gerald Hunn
Ben Pencikowski

The Board of Zoning Appeals, after receiving a report from the City Plan Commission, and after due notice to the parties in interest and having heard the evidence of the applicant, interested parties, and the City of Milwaukee, and being fully advised in the premises, has determined that the special exception for the use requested is consistent with the spirit and purpose and intent of the ordinance, will not substantially and permanently injure the appropriate use of neighboring property and will serve the public convenience and welfare.

IT IS ORDERED:

That a special use exception is granted for permit to occupy the building on the above subject premises as a second hand store along with new retail sales; subject to the following conditions:

City of Milwaukee. Building Inspection and Safety Engineering; Premises Record
(#73-0101). Photographed 7-15-88. Operator

DISTRICT INSPECTOR'S REPORT

PREMISES LOCATION
17 E CAPITOL

<input type="checkbox"/> #1 IRON RESISTIVE - TYPE A <input type="checkbox"/> #2 IRON RESISTIVE - TYPE B <input type="checkbox"/> #3 METAL FRAME - PROTECTED <input type="checkbox"/> #4 HEAVY FRAME	<input checked="" type="checkbox"/> #5 EXTERIOR MASONRY <input type="checkbox"/> #6 METAL FRAME - UNPROTECTED <input type="checkbox"/> #7 WOOD FRAME - PROTECTED <input type="checkbox"/> #8 WOOD FRAME - UNPROTECTED	DATE OF INSPECTION <p style="text-align: center;">7-8-87</p> NUMBER OF STORES IN BUILDING <p style="text-align: center;">1</p> PERMISSIBLE FLOOR LOAD FOR AREA TO BE OCCUPIED <p style="text-align: right;">POUNDS PER SQ. FOOT</p>
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

LIST ALL EXCEPT #5 IN BUILDING (INCLUDE ALL FLOORS)

BSM1

1ST FL 5 STORES

2ND FL

TYPE OF VENTILATING SYSTEM IN BUILDING <input checked="" type="checkbox"/> WINDOW <input type="checkbox"/> GRAVITY <input type="checkbox"/> MECHANICAL <input type="checkbox"/> _____ <small>IN NUMBER, IF NECESSARY</small>	DOES BOILER OR FURNACE REQUIRE ENCLOSURE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO ARE FIRE DOORS PROPERLY INSTALLED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO DOES BUILDING HAVE PROPER EXITS? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
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SKETCH FLOOR PLAN OF BUILDING - INDICATE ALL EXITS, FIRE ESCAPES, ELEVATORS, TOILETS, AND DATE OF BUILDING

10/7/87 - NO PAPERS FILED - (ANGIO) - KS
 10/14/87 - OWNER NOT IN - LEFT CARD W/ EMPLOYEE - KS
 11/30/87 - SPOKE W/ BYRON ARZEL (273-6300) - HE WILL FILE FOR NYNN. KS
 4/21/88 BOZA HEARING DATE 4/21/88
 4/24/88 DEMONSTRATION PENDING ON COORDINATION OF SIGNAGE W/ DEP.
 5/20/88 BOZA GRANTED W/ CONDITIONS ON 5/16/88

1-26-89 APPLICATION CANCELLED NOT ISSUED

COMPLETE EACH OF THE FOLLOWING REQUIREMENTS IS NECESSARY PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY. NOTIFY THE OWNER AND APPLICANT ACCORDINGLY.

5/23/88 SPOKE W/ CAROL HUNN AND DISCUSSED CONDITIONS OF BOZA
 MUST PROVIDE PLAN OF PACKING TO CITY ENGINEERS
 MUST LIMIT STORAGE TO 100 SQ FT & OBTAIN PERMITS

10/19/88 TALKED TO GERRARD HULL. NOTHING DONE, WILL HAVE ATTORNEY CALL ON 10/20/88

12-17-88 BUILDING IS BEING VACATED, CASE FOR MAIN LUBE HAS BEEN SCHEDULED

1-23-89 NULL & VOID

Blank
 THE UNDERSIGNED HEREWITH APPROVE THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR THE PREMISES STATED HEREIN

DISTRICT BUILDING INSPECTOR		DISTRICT ELECTRICAL INSPECTOR		DISTRICT PLUMBING INSPECTOR	
DATE	SIGNATURE	DATE	SIGNATURE	DATE	SIGNATURE
/ /		/ /		/ /	

City of Milwaukee, Building Inspection and Safety Engineering, Premises Record Operator (73-0101), Photographed

October 24, 1997



Mr. and Mrs. Jim and Julie Hugg
c/o Attorney Michael P. Carlton
von Briesen, Purtell & Roper, S.C.
411 East Wisconsin Avenue, Suite 700
Milwaukee, WI 53202-4470

RE: Results of Phase II Environmental Assessment at the Speedy Lube Property, Located at
117 East Capitol Drive in Milwaukee, Wisconsin — Drake Project No. J97212

Dear Mr. and Mrs. Hugg:

In accordance with your request, Drake Environmental, Inc. conducted a Phase II Environmental Assessment at the above-referenced site on October 15, 1997, to confirm the presence or absence of contamination in the vicinity of a reported former aboveground storage tank (AST) system. It is understood that the AST may have been used for the storage of solvents used in the dry cleaning process, namely, tetrachloroethene. This letter provides the soil sampling procedures, field observations, laboratory results, and Drake's conclusions and recommendations.

Soil Sampling and Analytical Testing Procedures

Drake utilized a hand auger to drill a boring (HA-1) and collect soil samples in the vicinity of the former AST system. The boring was extended to a depth of approximately 7 feet below ground surface (bgs). A Drake representative maintained a field log of the soil sampling activities to document the general soil conditions. The soil samples were placed into appropriate glass containers for field screening with a photoionization detector (PID) and/or analytical testing.

To confirm the presence or absence of contamination, one soil sample was shipped to Great Lakes Analytical, a DNR-certified laboratory in Buffalo Grove, Illinois, for analyses of diesel range organics (DRO) following the Wisconsin Department of Natural Resources (DNR) Modified DRO Method and volatile organic compounds (VOCs) following U.S. EPA Method 8021. Drake followed DNR guidelines to collect, preserve, and ship the samples.

N80 W14824 Appleton Avenue
Menomonee Falls, WI 53051-3879
(414) 253-1440
1-800-853-8440
Fax:(414)253-1448

Sampling Results

The results of the soil sampling indicate that the soils in the vicinity of the former AST consist of brown to dark brown silty clay to a depth of approximately 7 feet bgs, the maximum depth explored. Some black and dark gray staining was observed in the samples obtained from 2 to 7 feet bgs. Groundwater was not encountered during the soil sampling activities.

A total of thirteen soil samples were collected and field screened during the Phase II soil sampling activities. Table 1 presents the results of the PID screening of the thirteen samples.

TABLE 1
PID Screening Results
Speedy Lube Property
Drake Project No. J97212

<u>Sample No.</u>	<u>Depth (ft.)</u>	<u>PID Readings (iu)</u>
1	0.0-0.5	<1
2	0.5-1.0	<1
3	1.0-1.5	<1
4	1.5-2.0	24
5	2.0-2.5	72
6	2.5-3.0	41
7	3.0-3.5	NS
8	3.5-4.0	170
9	4.4-5.0	61
10	4.5-5.0	226
11	5.0-5.5	74
12	5.5-6.0	715
13	6.0-6.5	410
14	6.5-7.0	> 1,000

NS = Not samples
iu = instrument units

The PID readings of the thirteen soil samples ranged from <1 to >1,000. In general, the PID readings increased with depth. Staining and/or odors indicative of solvent contamination were present in sample nos. 10, 11, 12, 13, and 14. The PID readings and field observations suggest the soils in the vicinity of the former AST are contaminated.

The analytical results of the soil sample submitted to the laboratory (sample no. 14) indicate a DRO concentration of 45 parts per million (ppm). This soil sample was collected from a depth interval of 6.5 to 7 feet bgs, adjacent to the area which reportedly contained the former AST. The DRO concentration is greater than the DNR site investigation guide limit of 10 ppm.

Furthermore, three VOCs were detected above laboratory detection limits. Namely, chlorobenzene, tetrachlorethene, and 1,2,4-trimethylbenzene were detected at concentrations of 2,000 parts per billion (ppb), 1,400,000 ppb, and 2,900 ppb, respectively. The DNR has no established soil standards for the VOCs which were detected at the site.

The physical observations and PID result for sample no. 14 support the analytical results. Copies of the laboratory report and Chain of Custody form are attached.

Conclusions and Recommendations

Based on the field observations, field screening, and analytical testing soil contamination exists at the property. Therefore, additional investigation is considered warranted.

To comply with Wisconsin's hazardous spill law (s. 144.76, stats.), the DNR must be notified of the site conditions.

General Qualifications

Drake conducts their services with that degree of care and skill ordinarily exercised by members of the environmental consulting community practicing under similar conditions at the same time in the same or similar locality. The procedures Drake followed in completing this project were in general accordance with applicable regulations of the Wisconsin DNR at the time the work was conducted. If the applicable regulations change, the DNR may require additional information.

The results, conclusions, and recommendations presented in this letter are based on the data obtained from the specific sampling locations at the times and under the conditions stated in this letter. Variations in soil and groundwater conditions typically exist at most sites between sampling locations and may change with time. If variations are noted in the future, Drake should be informed to determine if these variations affect the conclusions and recommendations in this letter. Some of the factual information in this letter was obtained from the client, client's agents, and third parties, and is assumed by Drake to be correct and complete. Changes or modifications to the site and/or facilities made after the site visit are not included. The conclusions are Drake's professional opinion and should not be construed as a guarantee or warranty that liabilities do or do not exist.

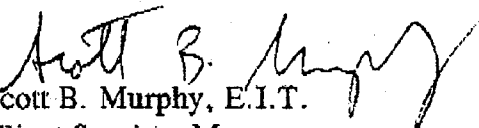
Drake assumes no responsibility for the discovery and elimination of hazards that could possibly cause accidents, injuries, or damage. Compliance with the recommendations and/or suggestions contained in this letter in no way assures elimination of hazards or a fulfillment of a property owner's obligation under local, state, or federal laws. It is the responsibility of the property owner to notify authorities of any conditions that are in violation of the current legal standards.

Drake prepared this letter at the request of their client. Drake assumes responsibility for the accuracy of the contents of this letter subject to what is stated elsewhere in this section, but recommends the letter be used only for the purpose intended by the client and Drake when the letter was prepared. The letter may be unsuitable for other uses and reliance upon its contents by anyone other than the client is done at the sole risk of the user. Drake accepts no responsibility for application or interpretation of the results by anyone other than the client.

We appreciate the opportunity to provide environmental consulting services to you. If you have any questions or comments, or if we can be of further assistance, please call us at (414) 253-1440.

Respectfully,

DRAKE ENVIRONMENTAL, INC.


Scott B. Murphy, E.I.T.
Client Services Manager

Attachments
62/J97212A

LAND CONTRACT
Individual and Corporate
TO BE USED FOR ALL TRANSACTIONS WHERE OVER
\$5,000 IS FINANCED AND IN OTHER NON-CONSUMER
ACT TRANSACTIONS

Contract, by and between Gerald W. Hunn and
Therese A. Hunn, h/w

..... ("Vendor",
whether one or more) and James Hugg and Julie A Hugg
h/w

..... ("Purchaser", whether one or more).
Vendor sells and agrees to convey to Purchaser, upon the prompt and full per-
formance of this contract by Purchaser, the following property, together with the
rents, profits, fixtures and other appurtenant interests (all called the "Property"),
in Milwaukee County, State of Wisconsin:

RETURN TO

Tax Parcel No. 273-0224-6

Lots Five (5), Six (6) and Seven (7) and the Westerly 43.00 feet of Lots
Three (3) and Four (4), also the Westerly 43.00 feet of the South 2.00
feet of Lot (2), all in Block Six (6) in Island Avenue Land Company's
Subdivision No. 1, being a Subdivision of a part of the North East
One-quarter (1/4) of Section Eight (8), in Township Seven (7) North,
Range Twenty-two (22) East, in the City of Milwaukee, Milwaukee County,
Wisconsin.

This is not homestead property.

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

Purchaser shall keep the improvements on the Property insured against loss or damage occasioned by fire, extended coverage perils and such other hazards as Vendor may require, without co-insurance, through insurers approved by Vendor, in the sum of \$119,000.00, but Vendor shall not require coverage in an amount more than the balance owed under this Contract. Purchaser shall pay the insurance premiums when due. The policies shall contain the standard clause in favor of the Vendor's interest and, unless Vendor otherwise agrees in writing, the original of all policies covering the Property shall be deposited with Vendor. Purchaser shall promptly give notice of loss to insurance companies and Vendor. Unless Purchaser and Vendor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided the Vendor deems the restoration or repair to be economically feasible.

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

Vendor agrees that in case the purchase price with interest and other moneys shall be fully paid and all conditions shall be fully performed at the times and in the manner above specified, Vendor will on demand, execute and deliver to the Purchaser, a Warranty Deed, in fee simple, of the Property, free and clear of all liens and encumbrances, except any liens or encumbrances created by the act or default of Purchaser, and except: laws, zoning ordinances and restrictions of record, if any.

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