

**State of Wisconsin**  
**Department of Natural Resources**

**CERTIFICATE OF COMPLETION  
OF RESPONSE ACTIONS  
UNDER SECTION 292.15(2)(ag), WIS. STATS.**

**Whereas**, Glendale Housing Partners LLC has applied for an exemption from liability under s. 292.15, Wis. Stats., for the property located at 1400 W. Custer Avenue (formerly known as Parcel B of 5400 N. Green Bay Road), Glendale, Wisconsin, further described in the legal description appended hereto as Attachment A and which will be referred to as "the Property";

**Whereas**, an environmental investigation of the Property has been conducted and has determined that the contaminants of concern at the Property consisted of diesel range organics (DRO), naphthalene, polynuclear aromatic hydrocarbons (PAHs), lead, and arsenic, and tetrachloroethylene and its natural breakdown product compounds;

**Whereas**, the Wisconsin Department of Natural Resources ("WDNR") has determined that the fill brought onto the property in the past does not qualify as exempt under s. NR 500.08, Wis. Adm. Code. Due to the non-exempt status of the fill, any person who proposes to build on this property must obtain approval to construct a building on the waste disposal area from the WDNR under s. NR 506.085, Wis. Adm. Code, prior to the initiation of any construction on the property. On October 26, 1998, WDNR issued a Conditional Grant of Exemption for Construction on an Abandoned Landfill for the construction which has been completed on the Property;

**Whereas**, the WDNR has received and reviewed investigation reports and a remedial action plan for the Property which comply with the requirements set forth in chs. NR 700-726, Wis. Adm. Code, consisting of the documents and reports listed in Attachment B;

**Whereas**, in accordance with s. 292.15(2)(a), Wis. Stats., the WDNR has determined that an environmental investigation has been conducted which adequately identified and evaluated the nature and extent of the hazardous substance discharges on the Property and WDNR has approved of the remedial action plan for the Property;

**Whereas**, Glendale Housing Partners LLC has recorded with the Register of Deeds of Milwaukee County a deed restriction, (Attachment C), for the Property which declares that the Property is held and shall be held, conveyed or encumbered, leased, rented, used, occupied and improved subject to the following limitations and restrictions:

“On and after the date of this Declaration of Restrictions, the following activities are prohibited on the Property unless prior written approval has been obtained from the Wisconsin Department of Natural Resources, its successor or assigns (hereinafter collectively the “Department”): (1) excavating or grading, other than in conformance with the Cap Maintenance Plan attached hereto as Exhibit I {of the Deed Restriction}; (2) filling or placing any material in landscaped areas other than clean topsoil or other clean landscaping material; (3) plowing for the cultivation of agricultural crops; and (4) construction or installation of a building or other structure, other than reconstruction of buildings and structures on the foundations that exist as of the date of this Deed Restriction as shown on Exhibit II” {of the Deed Restriction}

“On and after the date of this Deed Restriction, the following activities are prohibited on the Property unless done in accordance with the Cap Maintenance Plan attached hereto as Exhibit I {of the Deed Restriction}, or after obtaining the prior written approval of the Department: (1) utility repairs; (2) removal, repair or replacement of pavement; and (3) placement of plants or other landscaping features that require excavation or grading”.

**Whereas**, on March 21, 2001, WDNR determined that response actions necessary to restore the environment to the extent practicable and minimize the harmful effects from the discharges to the air, land, and waters of the state were completed, with exception of the tetrachloroethylene and its associated breakdown products, for which Glendale Housing Partners LLC is exempt from liability under s. 292.13(1) and (1m), Wis. Stats.;

**Whereas**, on May 29, 1998, Glendale Housing Partners LLC obtained a written determination from WDNR under s. 292.13(2), Wis. Stats., that Glendale Housing Partners LLC is exempt from liability under s.292.13(1) and (1m), Wis. Stats., with respect to the tetrachloroethylene and associated breakdown products in soil and groundwater on the Property; and

**Whereas**, on April 24, 2001, WDNR issued a partial Certificate of Completion to Glendale Housing Partners LLC under s. 292.15(2)(am), Wis. Stats. At that time, WDNR could not issue a full Certificate of Completion to Glendale Housing Partners LLC under s. 292.15(2)(ag), Wis. Stats., because that statute only authorized WDNR to include in a Certificate of Completion hazardous substances in groundwater for which a written liability exemption determination has been issued under s. 292.13(1) and (2), Wis. Stats. That statute did not authorize WDNR to include in a Certificate of Completion hazardous substances in soil for which a written liability determination has been issued under s. 292.13(1m) and (2), Wis.

Stats. Subsequent to April 24, 2000, s. 292.15(2)(ag), Wis. Stats., was amended to authorize WDNR to include in a Certificate of Completion hazardous substances in both groundwater and soil for which a written liability determination has been issued under s. 292.13(1), (1m) and (2), Wis. Stats. Therefore, WDNR now has the authority to issue a full Certificate of Completion to Glendale Housing Partners LLC under s. 292.15(2)(ag), Wis. Stats.

**Therefore**, based upon the information that has been submitted to the WDNR, the WDNR hereby certifies that the response actions set forth in the WDNR approved remedial action plans have been completed, with the exception of tetrachloroethylene and its natural breakdown products for which WDNR has previously issued a written determination exempting Glendale Housing Partners LLC from liability under s. 292.13, Wis. Stats.


Upon issuance of this Certificate, Glendale Housing Partners LLC and the persons qualified for protection under s. 292.15(3), Wis. Stats., are exempt from the provisions of ss. 289.05(1), (2), (3) and (4), 289.42(1), 289.67, 291.25(1) to (5), 291.29, 291.37, 292.11(3), (4), and (7)(b) and (c) and 292.31(8), Wis. Stats., with respect to the existence of hazardous substances on the Property, the release of which occurred prior to the date the environmental investigation required under s. 292.15(2)(a)1., Wis. Stats., was approved, provided that the owners of the Property continue to maintain and monitor the Property as required by rules promulgated by the WDNR and do not engage in activities that are inconsistent with the maintenance of the Property and continue to satisfy the conditions under s. 292.13 (1)(d) to (g) and s. 292.13(1m)(d) to (g), Wis. Stats. Those conditions are detailed in s. 292.13, Wis. Stats., but can be summarized as follows, with respect to discharges of hazardous substances that originated from a source other than the Property: allow WDNR, parties responsible for the hazardous substance discharges, and their representatives, to enter the Property to take action to respond to the discharges; agree to take certain actions related to soil contamination at the Property at the direction of WDNR if necessary to prevent an imminent threat to human health, safety or welfare or to the environment; agree to avoid any interference with action taken to respond to the discharge and avoid actions that worsen the discharge; and agree to any other conditions WDNR determines are reasonable and necessary to ensure that WDNR and the responsible parties can respond to the discharge. Any releases of a hazardous substance to or from the property that occur after the date that the environmental investigation was approved will be the responsibility of the current property owner and any other person who possesses or controls that discharge and any person who caused the discharge.

The protection from liability provided under s. 292.15(2), Wis. Stats., does not apply to any person who has obtained a Certificate of Completion by fraud or misrepresentation, or by the knowing failure to disclose material information to the WDNR or under circumstances in which Glendale Housing Partners LLC knew or should have known about more discharges of hazardous substances than was revealed by the investigation approved by the WDNR.

Nothing in this Certificate or in s. 292.15, Wis. Stats., affects the authority of the WDNR to exercise any powers or duties under applicable laws other than ss. 289.05(1), (2), (3) and (4), 289.42(1), 289.67, 291.25(1) to (5), 291.29, 291.37, 292.11(3), (4), and (7)(b) and (c) and

292.31(8), Wis. Stats., with respect to any release or threatened release of contaminants at the Property, or the right of the WDNR to seek relief available against any person who is not entitled to protection from liability under s. 292.15, Wis. Stats., with respect to such release or threatened release.

SIGNED AND CERTIFIED this 17 day of December, 2001.

  
\_\_\_\_\_  
Darrell Bazzell, Secretary  
Wisconsin Department of Natural Resources

CERTIFICATE OF COMPLETION  
ATTACHMENT A

LEGAL PROPERTY DESCRIPTION  
Glendale Housing Partners LLC, 1400 Custer, Glendale, Wisconsin

Parcel 1 of Certified Survey Map No. 6923 recorded in Milwaukee County on January 29, 2001 in Volume \_\_\_\_\_, Pages \_\_\_\_\_ as Document No. 8017310, being a redivision of Parcel 2 of Certified Survey Map No. 6499 recorded in Milwaukee County on April 2, 1998 in Volume 4278, Pages 949-955 as Document No. 7511509, and Affidavit of Correction recorded in Milwaukee County on July 20, 1998 in Volume 4353, Pages 2520-2522 as Document No. 7567565, being a division of lands in that part of the Northeast  $\frac{1}{4}$  and the Northwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 31, Township 8 North, Range 22 East, partly in the cities of Milwaukee and Glendale, Milwaukee County, Wisconsin

CERTIFICATE OF COMPLETION  
ATTACHMENT B

INVESTIGATION AND REMEDIAL ACTION PLAN REPORTS  
Glendale Housing Partners LLC, 1400 Custer Avenue, Glendale, Wisconsin

1. Environmental Site Assessment, Wisconsin Gas Company North Service Center Property and Parcels A and B, dated December 1996, prepared by Geraghty & Miller, Inc. for Wisconsin Gas Company.
2. Letter from Graef, Anhalt, Schloemer & Associates to WDNR, dated December 18, 1997, regarding "Request for Written Determination of "Off-Site" Sources, Wisconsin Gas Company North Service Center and Vacant Lands Adjacent to the NSC (Parcels A, B, and C).
3. Reports by Graef, Anhalt, Schloemer & Associates, Inc., for Continental 85 and 87 Funds LLC:
  - a. Phase I Environmental Site Assessment for Parcel A, dated December 1997.
  - b. Phase I Environmental Site Assessment for Parcel B, dated December 1997.
  - c. Phase I Environmental Site Assessment for Parcel C, dated December 1997.
  - d. Soil and Groundwater Investigation - Parcel A, dated December 1997.
  - e. Soil and Groundwater Investigation - Parcel B, dated December 1997.
  - f. Soil and Groundwater Investigation - Parcel C, dated December 1997.
4. Site Investigation Report, The Crestwood Area Site, 1720-1800 West Silver Spring Drive, Glendale, Wisconsin, March 13, 1998, by HNTB Corporation, for The Glendale Community Development Authority.
5. Recorded Certified Survey Map No. 6499 for 5400 N. Green Bay Road
6. "Remedial Action Plan, Parcel A, 5400 North Green Bay Road", dated June 25, 1998, prepared by Graef, Anhalt, Schloemer & Associates.
7. Letter from Graef, Anhalt, Schloemer & Associates to WDNR, RE: Continental Glendale Site, dated January 30, 1998.
8. Completed WDNR Form 4400-178 (12/96 Version), "Land Recycling Program, Purchaser Liability Exemption Program Application", dated May 22, 1998. This application was for Wisconsin Gas Company - Parcel 2 (also known as Parcels B & C).
9. "Soil and Groundwater Materials Handling Management Plan for Parcels A, B & C", dated May 13, 1998, prepared by Graef, Anhalt, Schloemer & Associates.

10. "Soil Investigation and Groundwater Quality Monitoring, Parcels A, B & C", submitted April 3, 1998, prepared by ARCADIS Geraghty & Miller.
11. "Request for Exemption to Construct on an Abandoned Site, Continental 85/87 Fund LLC/Wisconsin Gas Site Parcels A, B & C, 5400 North Green Bay Road", dated February 24, 1998, prepared by Graef, Anhalt, Schloemer & Associates.
12. "Amendment to the Original Request for Exemption to Construct on an Abandoned Site, Continental 85/87 Fund LLC dated February 24, 1998, Wisconsin Gas Site Parcel B (Continental 85 Fund LLC/Glendale Housing Limited Partnership), 5400 North Green Bay Road", dated July 30, 1998, prepared by Graef, Anhalt, Schloemer & Associates.
13. Letter from Continental Properties Company, Inc., dated August 19, 1998, regarding "Continental 85 Fund LLC, Parcels B and C (Also known as Parcel 2) of the Wisconsin Gas Company North Service Center Property in Glendale, WI", which contains the Grading Plan for Parcels B and C.
14. Letter from Continental Properties Company, Inc., dated September 4, 1998, regarding "Continental 85 Fund LLC, Glendale Senior Housing".
15. "Opinion Letter - Application of Act 453 to Parcels A, B & C, 5400 North Green Bay Road", dated May 13, 1998, prepared by Graef, Anhalt, Schloemer & Associates.
16. "Results of Off-Site Extent of Contamination Soil Investigations, June 8 and 11, 1998, Continental 87 Fund LLC", prepared by Graef, Anhalt, Schloemer & Associates.
17. Letter from Continental Properties, Inc., dated October 23, 1998, regarding "Glendale Housing Limited Partnership/Continental 85 Fund LLC, Parcels B and C (Also known as Parcel 2) - Glendale, WI", which contains the draft deed restriction and cap maintenance plan for Parcel 2.
18. "Landfill Closure Construction Documentation Report" for 1400 West Custer Avenue, Parcel B (a.k.a. Parcel 2), Glendale, Wisconsin, dated January 2001, prepared by Graef, Anhalt, Schloemer & Associates.
19. Completed WDNR Form 4400-178, "Voluntary Party Exemption Application", dated April 5, 2001. This application is for the original Parcel B of the Wisconsin Gas Property, now redefined as a separate property.

CERTIFICATE OF COMPLETION  
ATTACHMENT C  
COPY OF DEED RESTRICTION

Glendale Housing Partners LLC, 1400 Custer, Glendale, Wisconsin

Parcel 1 of Certified Survey Map No. 6923 recorded in Milwaukee County on January 29, 2001 in Volume \_\_\_\_\_, Pages \_\_\_\_\_ as Document No. 8017310, being a redivision of Parcel 2 of Certified Survey Map No. 6499 recorded in Milwaukee County on April 2, 1998 in Volume 4278, Pages 949-955 as Document No. 7511509, and Affidavit of Correction recorded in Milwaukee County on July 20, 1998 in Volume 4353, Pages 2520-2522 as Document No. 7567565, being a division of lands in that part of the Northeast 1/4 and the Northwest 1/4 of the Northeast 1/4 of Section 31, Township 8 North, Range 22 East, partly in the cities of Milwaukee and Glendale, Milwaukee County, Wisconsin

DECLARATION OF RESTRICTIONS

STATE OF Oregon )  
 )  
COUNTY OF Multnomah )

WHEREAS, Glendale Housing Limited Partnership, a Wisconsin limited partnership (hereinafter "Owner"), is the owner of the above-described property (hereinafter the "Property").

WHEREAS, it is the desire and intention of Owner to impose restrictions on the Property which will make it unnecessary to conduct further soil remediation activities on the Property and will preserve the integrity of certain engineering controls for the protection of human health and the environment.

NOW, THEREFORE, Owner hereby declares that all of the Property is held and shall be held, conveyed or encumbered, leased, rented, used, occupied and improved subject to the following limitation and restrictions:

On and after the date of this Declaration of Restrictions, the following activities are prohibited on the Property unless prior written approval has been obtained from the Wisconsin Department of Natural Resources, its successor or assigns (hereinafter collectively the "Department"): (1) excavating or grading, other than in conformance with the Cap Maintenance Plan attached hereto as Exhibit I; (2) filling or placing any material in landscaped areas other than clean topsoil or other clean landscaping material; (3) plowing for the cultivation of agricultural crops; and (4) construction or installation of a building or other structure, other than reconstruction of buildings and structures on the foundations that exist as of the date of this Deed Restriction as shown on Exhibit II.



On and after the date of this Deed Restriction, the following activities are prohibited on the Property unless done in accordance with the Cap Maintenance Plan attached hereto as Exhibit I, or after obtaining the prior written approval of the Department: (1) utility repairs; (2) removal, repair or replacement of pavement; and (3) placement of plants or other landscaping features that require excavation or grading.

Otherwise prohibited actions that are necessary to respond to emergencies or conditions presenting an imminent and substantial threat to human health, safety or property may be undertaken without the prior written approval of the Department: however, the Department shall be notified of such actions as soon as possible.

These restrictions are hereby declared to be a covenant running with the land and shall be fully binding upon all persons acquiring the Property whether by descent, devise, purchase or otherwise. This restriction inures to the benefit of and is enforceable by the Department. The Department may initiate proceedings at law or in equity against any person or persons who violate or are proposing to violate this covenant to prevent the proposed violation or to recover damages for such violation.

Any person who is or becomes owner of the Property described above may request that the Department issue a determination that one or more of the restrictions set forth in this covenant is no longer required. Upon the receipt of such a request, the Department shall determine whether or not the restrictions contained herein can be extinguished.

IN WITNESS WHEREOF, the owner of the Property has executed this Declaration of Restrictions this 26<sup>th</sup> day of JANUARY, 2001.

GLENDALE HOUSING LIMITED  
PARTNERSHIP

BY 

Print Name: CHUCK PARK

Its: VICE PRESIDENT

Subscribed and sworn to before me this 26<sup>th</sup> day of JANUARY, 2001.

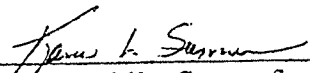
  
Notary Public, State of OREGON  
My Commission Expires JUNE 26, 2004



EXHIBIT I  
TO DEED RESTRICTION

CAP MAINTENANCE PLAN

THIS CAP MAINTENANCE PLAN ("Cap Maintenance Plan") is made this 26<sup>th</sup> day of January, 2001, by GLENDALE HOUSING LIMITED PARTNERSHIP, a Wisconsin limited partnership ("Owner"), and, subject to the terms of the attached Deed Restrictions, shall be applicable to that certain real property in the City of Glendale, Milwaukee County, Wisconsin, more specifically described in the attached Deed Restrictions (the "Property").

1. **Annual Inspections.** Not less than annually, the paved areas of the Property and the landscaped areas of the Property shall be inspected to ensure that the integrity of the soil cover in the landscaped areas is maintained and that no significant fissures or cracks develop in the paved areas which would allow a materially significant increase in the infiltration and percolation of precipitation or surface water through the contaminated soils beneath the paved areas. Any disturbances of the soil cover or significant cracking of the pavement shall be noted. Upon completion of the inspection, a brief report shall be prepared which identifies the date of the inspection, the individual(s) conducting the inspection, any observed disturbance of the soil cover in the landscaped areas, and any significant cracking observed in the paved areas. A copy of the inspection report shall be kept on file by Owner and/or the property manager of the Property (the "Property Manager"), with a copy of this Cap Maintenance Plan, and shall be made available for inspection by representatives of the Wisconsin Department of Natural Resources, upon reasonable request, during the normal business hours of Owner or the Property Manager.

2. **Repairs to Capped Areas.** If, during the annual inspection or other routine inspections of the Property, the soil cover is observed to have been disturbed or significant cracking is observed in paved areas, Owner shall arrange to have repairs made to such areas, in a manner consistent with this Cap Maintenance Plan. Such repairs shall be carried out within a reasonable period of time, not to exceed one hundred twenty (120) days, subject to weather and season considerations.

3. **Landscaping Maintenance.** Owner of the Property shall maintain the vegetative cover in landscaped areas according to the custom and practice of the landscaping industry applicable to similarly situated properties in the Metropolitan Milwaukee area. In the event it becomes necessary, or if Owner desires to install or replace trees, shrubs, fencing or retaining walls, or perform other landscaping that would

penetrate below the soil cap into the contaminated soils below the soil cap, the following steps shall be taken:

A. The contractor performing the work shall be provided with a copy of this Cap Maintenance Plan and shall prepare a health and safety plan, appropriate to the work being performed, to protect workers from any significant or health threatening exposure to contaminated soils beneath the clean soil cover.

B. Any excavated clean soils from the soil cover shall be separated and segregated so that they may be replaced upon completion of the work. Any excavation into the contaminated soils beneath the soil cover shall be conducted in accordance with the health and safety plan, and any excavated contaminated soils shall be segregated and kept on site in conformance with the requirements of Chapter NR718, Wis. Adm. Code until completion of the work.

C. Upon completion of the work, previously excavated contaminated soils may be placed back into the excavation, but only to the extent such replacement does not interfere with the replacement and maintenance of the minimum one foot of clean soil cover over the area of the excavation, and does not constitute a violation of Wisconsin hazardous waste management law (Chapter 291, Wis. Stats.). The clean soil cover material and any additional clean soil necessary to bring the excavation to grade shall be replaced in such a way as to maintain a minimum one foot of clean soil cover, and the area of the excavation shall be seeded and/or mulched in a manner consistent with the landscape plan for the areas and standard landscaping custom and practice.

D. Any remaining contaminated soils that cannot be replaced in the excavation shall be properly characterized and disposed of at an appropriately licensed facility.

E. A brief memorandum report describing the work performed, identifying the person(s) performing the work and verifying that this Cap Maintenance Plan was adhered to, shall be prepared and kept on file by Owner and/or the Property Manager, and shall be made available for inspection by representatives of the Wisconsin Department of Natural Resources, upon reasonable request, during the normal business hours of Owner or Property Manager.

4. Pavement Replacement and Repairs. If it becomes necessary or desirable to remove or replace pavement, or perform repairs to paved areas, the pavement removal, repair or replacement shall be undertaken in the following manner:

A. The contractor performing the work shall be provided with a copy of this Cap Maintenance Plan and shall prepare a health and safety plan appropriate to the

work being performed to protect workers from any significant or health threatening exposure to contaminated soils beneath the paved area.

B. Any excavated clean soils from the soil cover, or granular layer materials where they exist beneath the paved area to be removed or repaired, shall be separated and segregated so that they may be replaced upon completion of the work. Any excavation into the contaminated soils beneath the soil cover, pavement or granular layer shall be conducted in accordance with the health and safety plan, and any excavated contaminated soils shall be segregated and kept on site in conformance with the requirements of Chapter NR718, Wis. Adm. Code until completion of the work.

C. Upon completion of the work, previously excavated contaminated soils may be placed back into the excavation, but only to the extent such replacement does not interfere with the replacement and maintenance of either the minimum one foot of clean soil cover and/or granular layer over the area of the excavation, and does not constitute a violation of Wisconsin hazardous waste management law (Chapter 291, Wis. Stats.). The clean soil cover material or granular layer material, and any additional clean soil or granular materials necessary to bring the excavation to grade, shall be replaced in such a way as to maintain either the minimum one foot of clean soil cover or the original thickness of the granular layer, if they previously existed beneath the pavement, and the area of the excavation shall be paved in a manner consistent with its original condition.

D. Any remaining contaminated soils that cannot be replaced in the excavation shall be properly characterized and disposed of at an appropriately licensed facility.

E. A brief memorandum report describing the work performed, identifying the person(s) performing the work and verifying that this Cap Maintenance Plan was adhered to, shall be prepared and kept on file by Owner and/or the Property Manager, and shall be made available for inspection by representatives of the Wisconsin Department of Natural Resources, upon reasonable request, during the normal business hours of Owner or Property Manager.

5. Utility Repairs. No utility repairs or installation of new or replacement utilities shall be conducted on the Property until after the utility and any contractor(s) for the utility have acknowledged receipt of a copy of this Cap Maintenance Plan. The utility repairs or installation(s) shall be conducted in strict conformance with the standards set forth above with respect to excavations into landscaped areas and paved areas. In addition, if the utility repairs or installation(s) involve any disturbance of the seals used to seal the entrance of utility lines into structures on the Property, such seals shall be replaced with new seals of like or superior quality. The utility or its contractor(s) shall prepare a memorandum report regarding the work, as set forth above, which shall be kept on file and made available for inspection by representatives of the Wisconsin Department

of Natural Resources, upon reasonable request, during the normal business hours of Owner or the Property Manager.

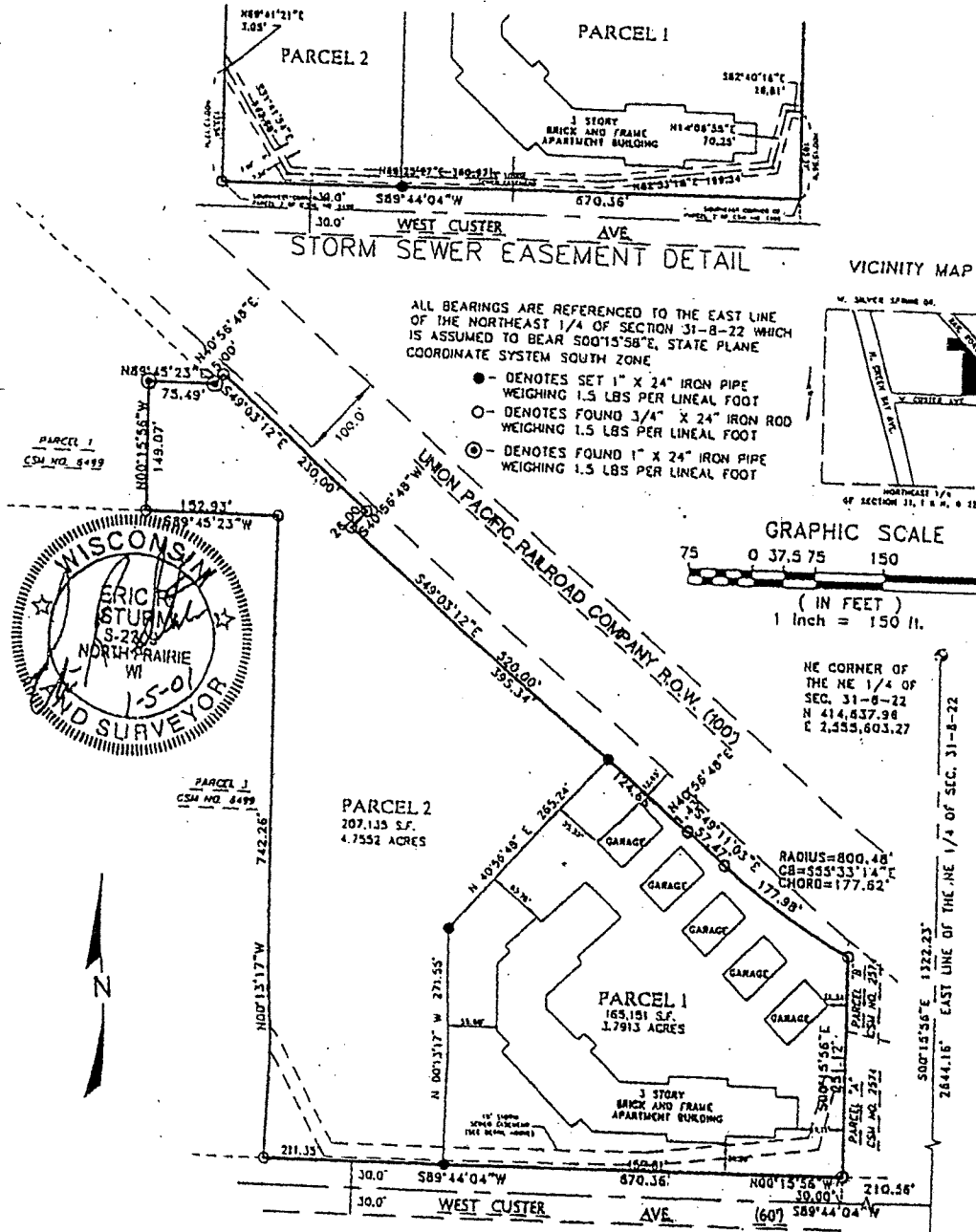
6. Successors and Assigns. Every obligation under this Cap Maintenance Plan shall run with the land and shall be binding upon Owner and upon the heirs, personal representatives, lessees, sublessees, invitees, permittees, successors and assigns of the fee owner of the Property and any subdivision thereof. Any reference to "Owner" shall apply only so long as the party owns all or a portion of real property within the Property, and thereafter such reference shall be intended to apply to such party's successors or assigns with respect to such interest. In the event the Property is now or hereafter subdivided, partitioned or otherwise divided into two or more separate parcels (each, a "Parcel"), the obligations of Owner hereunder with respect to each such Parcel shall devolve upon and be the sole responsibility of the fee Owner of such Parcel and its successors and assigns with respect to such Parcel. Any transferee of Owner's interest in the entire Property or any Parcel shall automatically be deemed, by acceptance of title to such property, to have assumed all of the obligations set forth in this Cap Maintenance Plan relating to such property. The transferring Owner shall, when such transfer is consummated, be relieved of all liability that arises thereafter under this Cap Maintenance Plan with respect to the Parcel or Property so conveyed by said Owner, but such Owner shall not thereby be relieved of liability that arose before such transfer which remains unsatisfied.

EXHIBIT II  
TO DEED RESTRICTION

Site Plan Showing Buildings and Structures

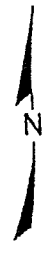
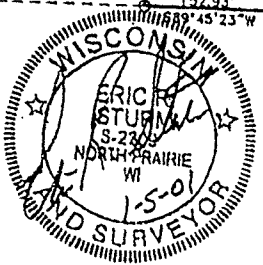
CERTIFIED SURVEY MAP NO. 6923

BEING A REDIVISION OF PARCEL 2 OF CERTIFIED SURVEY MAP NO. 6499 IN PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 31, TOWN 8 NORTH, RANGE 22 EAST, IN THE CITY OF GLENDALE, MILWAUKEE COUNTY, WISCONSIN.



ALL BEARINGS ARE REFERENCED TO THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 31-8-22 WHICH IS ASSUMED TO BEAR  $S00^{\circ}15'58''E$ , STATE PLANE COORDINATE SYSTEM SOUTH ZONE

- - DENOTES SET 1" X 24" IRON PIPE WEIGHING 1.5 LBS PER LINEAL FOOT
- - DENOTES FOUND 3/4" X 24" IRON ROD WEIGHING 1.5 LBS PER LINEAL FOOT
- ⊙ - DENOTES FOUND 1" X 24" IRON PIPE WEIGHING 1.5 LBS PER LINEAL FOOT



National Survey & Engineering

SPCS02 15E418-NAD

Telephone 282-781-1000  
Facsimile 282-781-8488

18748 W. Bluemond Road  
Suite 200  
Brookfield, WI 53005-8938  
www.nse.com

