

DEPARTMENT  
NATURAL RES  
SED

1996 JUN -6

FILE # 21  
ER  
Milo

LUCAS & WILKOSKI  
Attorneys at Law  
2230 South 108th Street  
West Allis, WI 53227

Statement for Services Rendered

Gruichich, Sam  
822 South 112th Street  
West Allis WI 53214

ACCOUNT NO:

Real Estate Purchase/Commercial

- 04/01/96 Receipt, review and revise the offer; telephone conference with client regarding the offer; office conference with client to review the offer; draft letter to Ms. Hein with copy to client
  - 04/08/96 Review file; telephone conference with client regarding the offer
  - 04/19/96 Telephone conference with client regarding status
  - 04/26/96 Telephone conference with client regarding status; telephone conference to opposing counsel
  - 04/29/96 Long distance telephone conference with Dorothy; phone message from opposing counsel
- FOR CURRENT SERVICES RENDERED
- PREVIOUS BALANCE
- TOTAL CURRENT WORK
- 04/24/96 Payment Received -- Thank You
- BALANCE DUE



LUCAS & WILKOSKI  
Attorneys at Law  
2230 South 108th Street  
West Allis, WI 53227

Statement for Services Rendered

Gruichich, Sam  
822 South 112th Street  
West Allis WI 53214

ACCOUNT NO:

Page: 1  
03/31/96  
1572-00D

Real Estate Purchase/Commercial

03/06/96 Initial office conference with client regarding  
commercial real estate purchase and environmental  
problems of same

Office conference with client; telephone  
conference with Kristine, Felex & Russell

Telephone conference with client & DNR regarding  
DNR claim

Telephone conference with client

Telephone conference with client

03/11/96 Office conference with client; Telephone  
conference with Patti; Draft and dictate FAX to  
Patti & send

03/20/96 Telephone call to opposing counsel Rausch

03/29/96 Office conference with client to amend offer to  
purchase & draft Offer

FOR CURRENT SERVICES RENDERED

TOTAL CURRENT WORK

03/12/96 Payment Received -- Thank You

BALANCE DUE

LUCAS & WILKOSKI  
Attorneys at Law  
2230 South 108th Street  
West Allis, WI 53227

Statement for Services Rendered

Gruichich, Sam  
822 South 112th Street  
West Allis WI 53214

ACCOUNT NO:

Real Estate Purchase/Commercial

03/06/96 Initial office conference with client regarding commercial real estate purchase and environmental problems of same

Office conference with client; telephone conference with Kristine, Felex & Russell

Telephone conference with client & DNR regarding DNR claim

Telephone conference with client

Telephone conference with client

03/11/96 Office conference with client; Telephone conference with Patti; Draft and dictate FAX to Patti & send

03/20/96 Telephone call to opposing counsel Rausch

03/29/96 Office conference with client to amend offer to purchase & draft Offer

FOR CURRENT SERVICES RENDERED


TOTAL CURRENT WORK

03/12/96 Payment Received -- Thank You

Gruichich, Sam

Real Estate Purchase/Commercial

ACCOUNT NO:



BALANCE DUE

# LUCAS & WILKOSKI

*Attorneys at Law*

2230 South 108th Street  
West Allis, Wisconsin 53227

FAX (414) 546-2990  
Telephone (414) 546-3777

NICHOLAS F. LUCAS, JR.

THOMAS C. WILKOSKI

NICHOLAS F. LUCAS  
1919 - 1989

SCOTT B. TAYLOR  
Associate

April 1, 1996

Ms. Christine Hein  
P.O. Box 551  
Florence, WI 54121

Re: Offer to Purchase Property - 9508-18 West Greenfield Avenue, West Allis, Wisconsin

Dear Ms. Hein:

At the request of Sam Gruichich, on behalf of the proposed buyer, Dorothy G. Corporation, I am herewith enclosing a proposed Offer to Purchase for your review. You will please note that it has not been executed by Ms. Gruichich since she wanted to find out if it met with your approval first. I am also enclosing for your information, a copy of the previous proposed Offer to Purchase dated August 22, 1989, which we followed in preparing this April 1, 1996 Offer. If the contract meets with your approval and that of your mother, have her sign and date the Offer to Purchase on line 151 and return to me by return mail, or in the alternative fax both sides of the Offer to the number listed above. I will then obtain the signature of Dorothy Gruichich so that there will then be a binding contract between the parties.

In any event, I will await your response.

Very truly yours,



Thomas C. Wilkoski

TCW/tch

Enclosures

cc: Sam Gruichich

# LUCAS & WILKOSKI

*Attorneys at Law*

2230 South 108th Street  
West Allis, Wisconsin 53227

FAX (414) 546-2990  
Telephone (414) 546-3777

NICHOLAS F. LUCAS, JR.  
THOMAS C. WILKOSKI

NICHOLAS F. LUCAS  
1919 - 1989

SCOTT B. TAYLOR  
Associate

April 10, 1996

VIA FACSIMILE

Michael S. McCauley, Esq.  
Quarles & Brady  
411 East Wisconsin Avenue  
Milwaukee, WI 53202-4497

Re: Offer to Purchase Property  
9508-18 West Greenfield Avenue, West Allis, Wisconsin

Dear Mr. McCauley:

I am writing in response to your letter of April 10, 1996, and our telephone conference today regarding its contents.

With respect to Paragraph 1 regarding the proposed agreement with Environmental Professionals, Ltd., we would not be willing to enter into that agreement alone. With respect to your concerns about language which you characterize as not being neutral between Mrs. Hein (Barnekow) and the Gruichichs, I would recommend that you make proposed amendments to the agreement and submit it to Environmental Professionals, Ltd. and myself for approval. My clients assure me that they would be willing to enter into such an agreement. We are concerned about the responsibility or liability beyond the work proposed by Environmental Professionals, Ltd.

This takes us to Paragraph 2 and the responsibility for any environmental cleanup. As you and I discussed, I believe this issue can be placed on the back burner for now. However, my clients need written assurances that your clients will in fact convey title to the subject real estate once the environmental problem is solved. I would like to reiterate that the representative for Environmental Professionals, Ltd. indicated to me that if the contamination source is an

Michael S. McCauley, Esq.  
April 10, 1996  
Page 2

underground storage tank, they feel confident a PECFA claim can be made and that the cost of cleanup will be covered under PECFA. Therefore, before my clients invest in the environmental investigation, we need written assurances to protect our interest in purchasing the property.

Regarding your third numbered paragraph, I would like to point out that we believe your client is just as much a target of the DNR as we are, and therefore, we would also not be willing to accept the responsibility for further cleanup beyond the terms of the environmental investigation agreement with Environmental Professionals, Ltd.

To summarize, I would suggest that both parties enter into an appropriately amended agreement with Environmental Professionals, Ltd. and get this environmental investigation underway as soon as possible. Once the problem is identified, the parties can negotiate further with respect to any further cleanup. Pending that determination, my clients need written assurances, possibly in the form of an option to purchase, before paying toward the environmental investigation. From our telephone conversation, I assume that all of this can be done, and will await your responses.

Very truly yours,



Thomas C. Wilkoski  
TCW/tch

Enclosure

cc: Sam Gruichich

# LUCAS & WILKOSKI

*Attorneys at Law*

2230 South 108th Street  
West Allis, Wisconsin 53227

FAX (414) 546-2990  
Telephone (414) 546-3777

NICHOLAS F. LUCAS, JR.

THOMAS C. WILKOSKI

NICHOLAS F. LUCAS  
1919 - 1989

SCOTT B. TAYLOR  
Associate

May 9, 1996

Michael S. McCauley  
Quarles & Brady  
411 East Wisconsin Avenue  
Milwaukee, WI 53202-4497

Re: 9508-18 West Greenfield Avenue  
West Allis, Wisconsin

Dear Mr. McCauley:

I am herewith enclosing your Q&B mark-up of 5/3/96 with my additional mark-ups, which I have accented in yellow for your convenience. I have also taken the liberty of forwarding a copy of this marked-up contract back to Environmental Professionals, Ltd., together with a request that Patti Schott revise this contract pursuant to the mark-ups and forward to both of us duplicate originals for review and execution.

Our next concern is to solidify my client's right to purchase the subject property. I envision that we could accomplish this one of two ways: 1) by way of offer to purchase with sufficient timing involved so as to complete the clean-up work on the subject property; or 2) an option to purchase together with all the necessary terms and conditions.

If you have another method by which my client's rights to the property can be protected, please feel free to contact me.

Very truly yours,

TS

Thomas C. Wilkoski

TCW/tch

Enclosure