GIS REGISTRY

Cover Sheet

March, 2010 (RR 5367)

Source Pro	operty Information		CLOSURE DATE: Feb 28, 2011
BRRTS #:	02-41-552105		
ACTIVITY NAME:	Marquette University Student Services E	Building	FID #: 341164230
PROPERTY ADDRES			DATCP #:
	k		COMM #:
MUNICIPALITY:	Milwaukee		
PARCEL ID #:	3910011110, 3910014000, 391005000, 3	9100703110	
	*WTM COORDINATES:	WTM COORDINATES	S REPRESENT:
	X: 688800 Y: 287223	• Approximate Center Of C	ontaminant Source
	* Coordinates are in WTM83, NAD83 (1991)	Approximate Source Parc	cel Center
lease check as ap	propriate: (BRRTS Action Code)	<u> </u>	
	Contami	nated Media:	
	roundwater Contamination > ES (236)	Soil Contaminatio	n > *RCL or **SSRCL (232)
	Contamination in ROW	Contamination	on in ROW
	Off-Source Contamination	Off-Source Co	ontamination
	(note: for list of off-source properties see "Impacted Off-Source Property" form)	(note: for list of off- see "Impacted Off-So	source properties ource Property" form)
	Land U	se Controls:	
į	🔀 N/A (Not Applicable)	Cover or Bar	rier <i>(222)</i>
	Soil: maintain industrial zoning (220)	(note: maintenan groundwater or di	•
· · · · · · · · · · · · · · · · · · ·	(note: soil contamination concentrations between non-industrial and industrial levels)	☐ Vapor Mitiga	ation <i>(226)</i>
	Structural Impediment (224)	Maintain Lia	bility Exemption (230)
	Site Specific Condition (228)		nment unit or economic oration was directed to tion)
	Monit	oring Wells:	
	Are all monitoring wells pro	perly abandoned per NR 141? (23	34)
	() Yes	No ⊚ N/A	
			*0

^{*} Residual Contaminant Level

^{**}Site Specific Residual Contaminant Level

State of Wisconsi			GIS Regi	stry Checklis	t
Department of N http://dnr.wi.go				245 (R 3/10)	Page 1 of 3
Form 4400-202, 0 time based on th	ole form is intended to provide a list of Case Closure Request. The closure of a e information that has been submitted etion of this form is mandatory for a	case means that the Depa d to the Department.	rtment has determined th	nat no further respons	e is required at that
including cases of are completed or not the Departm and determining	losed under ch. NR 746 and ch. NR 726 n this form and the closure fee and any ent's intention to use any personally io the need for additional response ac w [ss. 19.31 - 19.39, Wis. Stats.].	 The Department will not y other applicable fees, req dentifiable information fror 	consider, or act upon you uired under ch. NR 749, W n this form for any purpos	ır application, unless a lis. Adm. Code, Table 1 se other than reviewin	all applicable sections I are included. It is ig closure requests
BRRTS #:	02-41-552105	PARCEL ID #:	3910011110, 3910014	1000, 391005000 an	d 39100703110
ACTIVITY NAM	E: Marquette University Student S	Services Building	WTM COORDIN	IATES: X: 68880	00 Y: 287223
CLOSURE DO	CUMENTS (the Department ac	dds these items to the	final GIS packet for p	osting on the Reg	istry)
☐ Continuin☐ Condition	etter nce Plan (if activity is closed with a light of the properties of the propert	operty owners affected I			
	AL DOCUMENTS	·			
Note: If a pwhich included	most recent deed as well as legal off-source (off-site) properties are lest oroperty has been purchased with a lades the legal description shall be attention of the property transfer should	ocated in the Notificatio I land contract and the pl submitted instead of the	on section. urchaser has not yet reco most recent deed. If t	eived a deed, a copy	of the land contrac
where the l	Survey Map: A copy of the certifie egal description in the most recent a operty (e.g. lot 2 of xyz subdivision)	leed refers to a certified su			
Figure #:	Title: Plat of Surv	rey			
	atement: A statement signed by to accurately describes the correct of	•), which states that he	or she believes that	the attached legal
MAPS (meetii	ng the visual aid requirements o	of s. NR 716.15(2)(h))			
Maps must be	no larger than 11 x 17 inches unle	ss the map is submitted	electronically.		
in sufficien wells withi Note: Due	Map: A map outlining all propertient detail to permit easy location of a n 1200 feet of the site. It is security reasons municipal wells on the control on Case Closure Request mapers in the security reasons municipal wells on the control on Case Closure Request mapers in the security reasons municipal wells on the control on Case Closure Request mapers in the security of the security and the security of the s	all parcels. If groundwate are not identified on GIS F	er standards are exceed	led, include the loca	ation of all potable
Figure #:	1 Title: Topograph	ic Map			
utility lines contamina boundaries boundaries	ite Map: A map that shows all rele , monitoring wells and potable we ted public streets, and highway an s of groundwater contamination es s of soil contamination exceeding a determined under s. NR 720.09, 72	ells) within the contamin nd railroad rights-of-way xceeding a ch. NR 140 En a Residual Contaminant	ated area. This map is t in relation to the sourc nforcement Standard (E	o show the location e property and in re S), and/or in relatio	n of all Plation to the n to the
Figure #:	2 Title: Fill / Debris	Excavation Areas			

Soil Contamination Contour Map: For sites closing with residual soil contamination, this map is to show the location of all

<u>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

Figure #: Title:

720.09, 720.11 and 720.19.

State of Wisconsin GIS Registry Checklist Department of Natural Resources Form 4400-245 (R 3/10) Page 2 of 3 http://dnr.wi.gov BRRTS #: 02-41-552105 ACTIVITY NAME: | Marguette University Student Services Building MAPS (continued) K 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 #: 3 **Title: Geologic Cross Section West to East** Figure #: 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 #: Title: 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 #: Title: Title: Figure #: **TABLES** (meeting the requirements of s. NR 716.15(2)(h)(3)) Tables must be no larger than 11×17 inches unless the table is submitted electronically. Tables <u>must not</u> contain shading and/or cross-hatching. The use of **BOLD** or *ITALICS* is acceptable. Soil Analytical Table: A table showing <u>remaining</u> 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. Title: Soil Analytical Test Results Summary for PAHs, RCRA Metals and VOCs 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 #: 4 and 5 Title: Groundwater Analytical Result Summary for PAHs and RCRA Metals 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. Title: Table #: 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.

Deed: The most recent deed as well as legal descriptions for each property where a monitoring well was not properly abandoned.

Figure #:

Title:

Well Construction Report: Form 4440-113A for the applicable monitoring wells.

Notification Letter: Copy of the notification letter to the affected property owner(s).

State of Wisconsin	GIS Registry Checklist
Department of Natural Resources	
http://dnr.wi.gov	Form 4400-245 (R 3/10) Page 3 of 3

nttp://anr.wi.gov		
BRRTS #: 02-41-552105	ACTIVITY NAME:	Marquette University Student Services Building
NOTIFICATIONS		
Source Property		
⋉ Not Applicable		
	urce Property Owner: If the source property is owned de a copy of the letter notifying the current owner of the	
Return Receipt/Signation property owner.	ature Confirmation: Written proof of date on which co	onfirmation was received for notifying current source
Off-Source Property Group the following infor Off-Source Property" attac	rmation per individual property and label each group a chment.	ccording to alphabetic listing on the "Impacted
■ Not Applicable		
groundwater exceedi under s. 292.12, Wis. S	e" Property Owners: Copies of all letters sent by the Ring an Enforcement Standard (ES), and to owners of prostats. If source properties regarding residual contamination muters.	perties that will be affected by a land use control
Number of "Off-Sou	rce" Letters:	
Return Receipt/Signature property owner.	ature Confirmation: Written proof of date on which co	onfirmation was received for notifying any off-source
property(ies). This description Note: If a property has which includes the legal documentation of the property in the proper	" Property: The most recent deed(s) as well as legal de oes not apply to right-of-ways. Is been purchased with a land contract and the purchaser land description shall be submitted instead of the most recent property transfer should be submitted along with the most	has not yet received a deed, a copy of the land contract at deed. If the property has been inherited, written at recent deed.
Letter To "Governme	ental Unit/Right-Of-Way" Owners: Copies of all letter	s 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:

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
101 S. Webster Street
Box 7921
Madison WI 53707-7921

Scott Walker, Governor Cathy Stepp, Secretary Telephone 608-266-2621 FAX 608-267-3579 TTY Access via relay - 711



February 28, 2011

Mr. Thomas Ganey Marquette University 517 North 4th Street, 4th Floor Milwaukee. Wisconsin 53233

Subject:

Final Case Closure

Marquette University Student Services Building

1200 to 1244 West Wisconsin Avenue, Milwaukee, WI

BRRTS# 02-41-552105; FID# 341164230

Dear Mr. Ganey:

On February 16, 2011, the Department reviewed your request for closure of the Subject case. The Department reviews environmental remediation cases for compliance with state rules and statutes to maintain consistency in the closure of these cases.

Based on the correspondence and data provided, it appears that your case meets the closure requirements in ch. NR 726, Wisconsin Administrative Code. The Department considers this case closed and no further investigation or remediation is required at this time.

GIS Registry

The conditions of case closure set out below in this letter require that this site be listed on the Remediation and Redevelopment Program's GIS Registry. The specific reasons are summarized below:

Residual soil contamination exists that must be properly managed should it be excavated or removed.

This letter and information that was submitted with your closure request application will be included on the GIS Registry. To review the sites on the GIS Registry web page, visit the RR Sites Map page at: http://dnr.wi.gov/org/aw/rr/gis/index.htm. If the property is listed on the GIS Registry because of remaining contamination and you intend to construct or reconstruct a well, you will need prior Department approval in accordance with s. NR 812.09(4) (w), Wis. Adm. Code. To obtain approval, Form 3300-254 needs to be completed and submitted to the DNR Drinking and Groundwater program's regional water supply specialist. This form can be obtained on-line http://dnr.wi.gov/org/water/dwg/3300254.pdf or at the web address listed above for the GIS Registry.

Residual Soil Contamination

Residual soil contamination remains near the northeast corner of the project area, with impacts that are assumed to be greater than RCLs and deeper than 4 feet below grade. A retaining wall in this area was cut off at 4 feet below grade and covered with clean soil. The residual soil location is outlined on the attached map and in the information submitted to the Department of Natural Resources. If soil in the specific locations described above is excavated in the future, then pursuant to ch. NR 718 or, if applicable, ch. 289, Stats., and chs. 500 to 536, 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 will need to determine whether the material is considered solid or hazardous waste and ensure that



Final Case Closure, Page 2 MU Student Services Building 1200 to 1244 West Wisconsin Avenue, Milwaukee, WI BRRTS No. 02-41-552105

any storage, treatment or disposal is in compliance with applicable standards and rules. In addition, all current and future owners and occupants of the property need to be aware that excavation of the contaminated soil may pose an inhalation or other direct contact hazard and as a result special precautions may need to be taken to prevent a direct contact health threat to humans. The attached figure shows the location and extent of soil contamination.

The following DNR fact sheet, RR-819, "Continuing Obligations for Environmental Protection" has been included with this letter to help explain a property owner's responsibility for continuing obligations on their property. If the fact sheet is lost, you may obtain a copy at http://dnr.wi.gov/org/aw/rr/archives/pubs/RR819.pdf.

Please be aware that the case may be reopened pursuant to s. NR 726.09, Wis. Adm. Code, if additional information regarding site conditions indicates that contamination on or from the site poses a threat to public health, safety, or welfare or to the environment.

The Department appreciates your efforts to restore the environment at this site. If you have any questions regarding this closure decision or anything outlined in this letter, please contact Jim Kasdorf at 414-263-8366.

Sincerely,

James A. Schmidt, Team Supervisor

Southeast Wisconsin Remediation & Redevelopment Program

Attachments: Fill / Debris Excavation Areas Map (Figure 2)

Cc: Jacob V. Saeger, Terracon, 9856 S. 57th St., Franklin, Wisconsin 53132

WDNR SER Case File

REDEVELOPMENT AUTHORITY OF THE CITY OF MILWAUKEE OUIT CLAIM DEED

VOLUME AND PAGE FG 526 WAG 427 DOCUMENT NO.

1850

cd

Lots one (1), Two (2), Three (3) and Four (4), in Block One-Hundred Eighty-six (186), in A. Eldred's Subdivision of the South Six (6) acres of Lot Three (3), in the west One-half (1/2) of the Northwest One-quarter (1/4) of Section Twenty-nine (29), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, County of Milwaukee and State of Wisconsin. ALSO That part of Lot 3 in Partition of the West 1/2 of the Northwest 1/4 of Section 29, in Township 7 North, Range 22 East, in the City of Milwaukee, County of Milwaukee and State of Wisconsin, which is bounded and described, as follows, to wit: Commencing at a point on the West line of said Northwest 1/4 of Section 29, said point being in the South line of West Wells Street and 556.10 ft. North of the Southwest corner of said 1/4 Section, thence S 89° 55' 45" E on the South line of W. Wells St. 20,00 ft. to the place of beginning of the land to be described, thence continuing S 89° 55' 45" E. along said South line W. Wells St. 158.83 ft, to a point, thence S 0° 04' 25" W. along the West line of North 12th St. 142.15 ft. to the Northeast corner of Lot 1, in Block 186 in A. Eldred's Subdivision, thence S 89° 541 25" W. along the North line of said Lot (1), 158.65 ft, measured to the Northwest corner of said Lot (1), therce North on a line 20.00 ft. East of and parallel to the West line of said 1/4 Section 142.60 ft. to the place of beginning.

(This deed is given to correct an error in the description of Parcel 7-2 contained in that Quit-Claim Deed, Document No. 4436274, recorded on Reel 456, Image 624-631, Incl. in the Register of Deeds Office on December 19, 1968.)

It is the intention of the grantor that this deed shall extend to any and all right or estate of the grantor in said property and shall be subject to the conditions and terms hereinafter expressed.

The grantee for itself, its heirs, successors and assigns, in pursuance of the objects and purposes of the Act covenants that:

(b) The Grantee and its successors and assigns shall make no changes in the said improvements after completion of construction thereof, which are not in conformity with the said Contract and Redevelopment Plan, or as said Redevelopment Plan is amended and extended.

(c) The Grantee and its successors and assigns shall devote the property herein described to the uses specified in said Redevelopment Plan, and in said Contract including the limitations as to land uses therein set forth.

(d) There shall not be effected or executed by the Grantee, or its successors or assigns of any of the real property described herein, any agreement, lease, conveyance or other instrument whereby any of the property described herein is restricted either by the Grantee or by any successor in interest of the Grantee, upon the basis of race, creed, or color, in the sale, lease or occupancy thereof.

(e) The Grantee, for itself and its successors and assigns, further covenants and agrees that the aforesaid covenants and the covenants stated in the Contract as to "Land Uses" are deemed and shall be covenants running with the land and shall be in effect until. January 26, 1990 except as provided in said Contract and shall be enforcable by the Granter, its successors and assigns, the City of Milweukee, or any successor in title to the Grantee of any part of the property described herein, or by any party interested in any of the other rent property of any part thereof covered by said Redevelopment Plan, against the Grantee and its successors and assigns of the above described property or any part thereof, or any interest therein, and any party in possession or occupancy of the

above described property or any part thereof; and the Grantee for its successors and assigns further agrees that said covenants shall be enforceable by the Granter for said entire period of time without regard to whether the Granter is or remains an owner of any land, or interest therein, to which said covenants relate. The Grantee, also for itself and its successors and assigns, further covenants and agrees that as an unstituoual covenant running with the land the Grantee will commence construction of the improvements upon the land on or before. OTHER, after Gelivery of the first will complete the construction of said improvements within 24 TOPE, after Conveyance of from such data. Provided, that if a mortgage securing soney leaned to finance the improvements or any part thereof, is insured by the Pederal Housing Administration, then the aforesaid completion time shall not apply, but instead the construction of such improvements or part thereof shall be completed within the time specified in the applicable Building Losa Agreement approved by the Vederal Housing Administration. Provided further, that the construction of such improvements or part thereof as are subject to the foregoing provise shall in any event be completed within four years from the date of execution of such Building Losa Agreement.

(D References in this Deed to the Redevelopment Plan of the documents thereof shall include all amendments of said Plan or the documents thereof, which have been or shall be approved by Granter, the Common Council of the City of Milwaukee, the Grantee, If the aloresaid property of the Grantee is affected by the amendments, and all other parties having any interest in the real property or any part thereof covered by the said Redevelopment Plan, which is affected by the amendments.

(g) This Deed is conveyed parament to the terms, coverants and conditions of the aforesaid Contract which was recorded in the office of the Register of Deeds, as more fully appears in paragraph (s) of this Deed, which said Contract was, made between the parties hereto, and such Contract is incorporated as to all of its contents, provisions and promises herein by reference.

Provided however, that the rights of forfeiture, re-entry and reverter of title reserved by the Grantor for a breach of any of the foregoing conditions shall always be subject to and limited by, and shall not defeat, render invalid or limit is any way the lies of any mortgage or trust deed authorized by the eforesaid Contract in existence at the time of the said breach, and any rights or interests provided in said Contract for the protection of the holders of any evidence of indebtedness secured by any such mortgage or trust deed.

To Have and to Hold the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, fille and interest whatsoever of the said grantor, either in law or equity, either in possession or expectancy of, to the only proper use, benefit and bear of of the said grantes. MARQUETTE UNIVERSITY.

REDEVELOPMENT AUTHORITY OF THE SIGNED AND SEALED IN PRESENCE OF Alyce C. Schueppert Executive Director Richard W. E. Perrin STATE OF WISCONSIN This instrument was prepared by MILWAUKEE COUNTY Personally came before ma this 26th day of January Mr. Harry G. Slater, Deputy City Attorney and Legal Advisor to the Redevelopment William E. Conkley Authority of the City of Milwaukee, Richard W. E. Perrin of the above named Redevelopment Authority of the City of Milwauker, to me known to be the persons who executed the foregoing instrument and to me known to be such Chairman and Executive Director of said Redevelopment Authority of the City of RECEIVED FOR RECORD Milwanker, and acknowledged that they executed the foregoing instrument as such officers as the deed of said Redevelopment Authority of the City of Milwankee, by the suthority; Register of Deeds. Robert G. Kaiser de la constanta de la constant Notary Public, Milwookee County, Wisconsin My commission expires 5-70-77. (SEAL)

ORIGINAL

QUIT CLAIM DRED

THIS INDENTURE, Made this 19 day of 144. 1975, between the REDEVELOPMENT AUTHORITY OF THE CITY OF MILWAUKEE, as granter, an agency created, organized and existing as a separate and distinct body corporate of the State of Wisconsin under Section 66.431, Wisconsin Statutes, (Blight Elimination and Slum Clearance Act, referred to in this deed as "Act") and MARQUETTE UNIVERSITY, a corporation organized and existing under the laws of the State of Wisconsin, as grantee.

WITNESSTIM. That said granter, for and in consideration of the sum of Seven handred Forty-seven Thousand, One Hundred Fighty and 50/100ths Bollars (\$747,180.50), to it in hand paid by the said grantee, receipt whereof is hereby confessed and acknowledged, has given, granted, bargetned, sold, remised, released, and quit claimed and by these presents does give, grant, bargain, sell, remise, release and quit claim unto said grantes and to its successors and assigns forever the following described real estate situated in the County of Milwaukse, State of Wisconsin, to-wit:

Parcel 5-2A - Tax Key No. 390-0401-110(part)
All that part of the North-South Alley adjoining Lot Ome (1), in Kellogg's Subdivision in a part
of Lot Ome (1) in Subdivision of Block Two Hundred
Ten (210) in Geo. Smith's Subdivision and Eldred's
Addition in the Northeast One-quartet (1) of Section
Thirty (30), in Township Seven (7) North, Range Twentytwo (22) East, in the City of Milwaukee.

17. 5(=)

Parcel 7-14 - Tax Key No. 196-0705-190 & 191-0011-100 (parts)
All that part of the North-South Alley adjoining
Lots Fourteen (14), Fifteen (15), Sixteen (16), Seventeen
(17) and Eighteen (18), in Block One Hundred Eighty-six
(186), in Subdivision of the South Twenty-three and Elve
Hundred Seventy-two Thousandths (23,572) acres of the
East Thirty-eight (38) acres of the Northwest One-quarter
(2) of Section Thirty (29), in Township Seven (7) North,
Range Twenty-two (22) East, and adjoining Lots One (1),
Two (2) and he North Seventeen and Thirty-six Hundredths
(17.36) feet of Lot Three (3) in Block One Hundred Eightysix (186) in A. Eldred's Subdivision of the South Six (5)
acres of Lot Three (3) in the West One-half (5) of the
Northwest One-quarter (5) of Section Twenty-sine (29), in
Township Seven (7) North, Range Twenty-two (22) East, in
the City of Milwsikes.

Percel 11-33 - Tax key No. 398-0011-100(pert)
That part of the South Thirty (30) Test of West
Michigan Street adjoining Lots (ne (1), Two (2), Three
(3) and Your (4), in alock Two Hundred Firsty-two (332)
in Royer's Subdiviolog of part of Lot Nine (3) in Fartition of the West One-half (4) of the Southman (**)
quarter (5) of Section Twenty-ties (27) and a sert of Lie
Southman (ne-quarter (5) of Section Thirty (30) to Toke
thip Saven (7) North, Range Twenty-had (22) had in the
City of Milwenker and these part of the South Thirty (30)

JUNE 0-02000 0

To 1 2225261 e 1934

feet of West Michigan Street adjoining the Westerly Forty (40) feet of Block Two Humired Sixty-six (200) in Continuation of James Kneeland's Subdivision of the Southwest One-quarter (2) of Section Twenty-nine (29), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee.

Parcel 12-38 (part) - Tax Key No. 398-1004-110 (part)

The East One-balf (*) of the vacated street adjecent on the West to the South Forty five (45) feet of the North Ninety-rine (99) feet of Lot Zour (4). Black One (4), of St. Paul Avenue Emprovement Co. a Subdivision of a part of Lot Nine (9), in Partition of the West One-half (*) of the Southwest One-quarter (*) of Section Twenty-nine (29) and a part of the Southeast One-quarter (*) of Section Thirty (30), Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee.

Parcel 12-38 (part) - Tax Key No. 398-0515-112 (part)

The West One-half (%) of the vacated street adjacent on the East to Lots Ten (10), Eleven (11) and the No.th Fifty (50) feet of Lot Twelve (12) in Block Two Hundred Fifty-three (253) in Roger's Subdivision of part of Lot Nine (9), in Partition of the West One-half (1) of the Southwest One-quarter (4) of Section Twelvenine (29) and a part of the Southeast One-quarter (4) of Section Twelvenine (29) and a part of the Southeast One-quarter (4) of Section Twelvenine (29) and a part of the Southeast One-quarter (5) of Section Twelvenine (29) and a part of the Southeast One-half (1) of the North Gne-half (1) of the extended alley adjacent on the South of Lot Twelve (12), Block Two Hundred Fifty-three (253) in Roger's Subdivision situated in North 13th Street.

Parcel I2-3S (part) - Tax Key No. 398-0011-100(part)

The East One-balf (½) of vacated street adjacent
on the West to the Southerly Thirty-three (33) feet
of Edt Five (5), all in Block Two Hundred Fifty-two
(252), in Roger's Subdivision of part of Lot Nine (9),
in Partition of the West One-balf (½) of the Southest
One-quarter (½) of Section Twenty-nine (29), and a
part of the Southeast One-quarter (½) of Section Thirty
(30), in Township Seven (7) North, Range Twenty-two (22)
East, in the City of Milwaukee.

Parcel 12-35 (part) - Tax Kev No. 398-0011-100(part)
The East One-half (%) of the vacated street adjacent on the West to Lots One (1); Two (2) and Three (3) in Block One (1) of St. Paul Avenus Improvement Co.'s Subdivision of a part of Lot Nine (9), in Partition of the West One-half (%) of the Southwest One-quarter (%) of Section Twenty-nine (29) and a part of the Southwest One-quarter (%) of Section Thirty (30), in Township Seven (7) North, Range Thenty-two (12) East, in the City of Milwaukee.

HEL 859HG 298

Parcel 7-1 - 390-0705-100 (Tax Key No.) Lots Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17) and Eighteen (18) in Block One Hundred Eighty-six (186) in Subdivision of the South Twenty-three and Five Hundred Seventy-two Thousandths (23.572) acres of the East Thirty-eight (38) acres of the Northwest Onequarter (1) of Section Thirty (30), in Township Seven (7) North, Range Twenty-two (22) East; and also a Twenty (20) foot wide strip of land East of and adjacent to the North-South alley in said Block One Mundred Eighty-six (186) extending from West Wells Street to the North line of Lot One (1) in Block One Hundred Eighty-six (186) in A. Eldred's Subdivision of the South Six (6) acres of Lot Three (3) in the West One-half (2) of the Northwest One-quarter (%) of Section Twenty-nine (29), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee.

Parcel 4-15 - Tax Key No. 390-0290-110 & 390-1001-110(parts)
All of North 15th Street abutting Lots One (1), iwo
(2), Three (3), plus the East-West alley in Block Two Hundred Nineteen (219) which lies between aforesaid Block Two Hundred Nineteen (219) and Block Two Hundred Ten (210) in Eldred's Addition, being the West Forty-two and Eight Hundredths (42.08) acres of the East One-haif (2) of the Northeast One-quarter (2) of Section Thirty (30), Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee.

Parcel 4-45 - Tax Key No. 390-0290-110 & 390-1001-110(parts) That portion of North 15th Street lying Easterly of and adjacent to Lets Four (4) and Five (5) in Block Two Hundred Mineteen (219) in Eldred's Addition to the City of Milwaukee, being the West Forty-two and Eight Huniredths (42.08) acres of the East One-half (3) of the Northeast Onequarter (%) of Section Thirty (30), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, bounded and described as follows, to-wit: Commencing at the Northeast corner of Lot 4 in Block 219 in Eldred's Addition to the City of Milwaukee; thence South 09 2' 3" West along the East line of said Lot 4, 297.48 feet measured to the Southeast corner of said Lot 4; thence North 898 44' 50" East along the North line of West Wisconsin Avenue 60.00 feet to a point, said point being the Southwest corner of Lot 2, in Block 210, in Subdivision of Block 210 in Geo. Smith's Subdivision and in Eldred's Addition to the City of Milwankee, in the Northeast & of Section 30, Township 7 North, Range 22 East, in the City of Miwaukee; thouse North 08 2 30" East along the West line of Lots 2 and 3 in Block 210, it aforesaid Subdivision 297.06 feet measured to a moint; thence Morth 89° 51' 25" West along a line, which is the extension Easterly of the North line of Lots 4 and 3 in Block 219 in Eldred's Addition to the City of Wilwarkse. 60 feet to the place of beginning.

EEE 859HAC1299

Parcel 5-1 - Tax Key No. 390-1001-110(part)

The Westerly Eight (8) feet of Lot One (1) plus the Northerly Fifteen (15) feet of the Easterly Fifty-eight and Ten Hundredths (58.10) feet of the Westerly Sixty-six and Ten Hundredths (66.10) feet of said Lot One (1), and all of Lots Two (2), Three (3), Four (4), Five (5) and Six (6), in Block Two Number Ten (210), in Subdivision of Block Two Hundred Ten (210) in George Smith's Subdivision and in Eldred's Addition in the Northeast One-quarter (2) of Section Thirty (30), Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee;

and, the Westerly Twenty-eight (28) feet of Lot Five (5) and all of Lots Six (6), Seven (7), Eight (8), Nine (9), Ten (10) and Eleven (11) in Kellogg's Subdivision of a part of Let One (1), in Subdivision of Block Two Hundred Ten (210) in George Smith's Subdivision and Eldred's Addition in the Northeast One-quarter (1) of Section Thirty (30), in Township Seven (7) North, Renge Twenty-two (22) East, in the City of Milwaukee;

and, also that part of a vacated public court abutting the aforesaid premises, described as follows: Commencing at the Northeast corner of said Lot Ten (10), in Kellogg's Subdivision of a part of Lot One (1), in Subdivision of Block Two Hundred Ten (210) in George Smith's Subdivision and Eldred's Addition in the Northeast One-quarter (1) of Section Thirty (30), in Township Seven (7) North, Range Twenty-two (22) East; running thence Southerly along the East line of said Lots Ten (10) and Nine (9) in said Kellogg's Subdivision Thirty-nine (39.00) feet to a point which is Twenty-three (23.00) feet North of the North line of Lot Seven (7) in said Kellogg's Subdivision; thence Easterly and parallel to the North line of Lots Six (6) and Seven (7) in said Kellogg's Subdivision Firteen (15.00) feet to a point; thence Northeasterly Eleven and Thirty-one (11.31) feet to a point in the Southerly extension of the East line of Lot Eleven (11) in said Kellogg's Subdivision, said point being Thirty and Ninety-one Hundredths (30.91) feet from the Southeast corner of said Lot Eleven (11); thence Northerly along the East line of said Lot Eleven (11) and its Southerly extension Thirty and Ninety-one Hundredths (30.91) feet to the Southeast corner of said Lot Eleven (11); thence Westerly along the South line of said Lot Eleven (11), Twenty-three (23.00) feet to the point of commencement.

Parcel 5-1A - Tax Key No. 390-1001-110(part)
The Westerly Ome-half (\(\frac{1}{2}\)) of the North-South alley
abutting the North Fifteen (15.00) feet of Lot Ome (1)
and abutting all of Lots Three (3), Four (4), Five (5)
and Six (6) in Block Two Hundred Ten (210) in Subdivision of Block Two Hundred Ten (210) in George Smith's
Subdivision and in Eldred's Addition in the Northeast
One-quarter (\(\frac{1}{2}\)) of Section Thirty (30), in Township
Seven (7) North, Range Twenty-two (22) East, in the
City of Milwaukee;

and, also that part of North-South alley abutting Lots Six (6), Seven (7), Eight (8), Nine (9), Ten (10) and Eleven (11), in Kellogg's Subdivision of a part of Lot One (1) in Subdivision of Block Two Hundred Ten (210) in George Smith's Subdivision and Eldred's Addition in the Northeast One-quarter (%) of Section Thirty (30), Teamship Seven (7) North, Range Twenty-two (22) East, described as follows: Commencing at the Northeast corner of Lot Bleven (11) in said Kellogg's Scodivision and running thence Southerly glong the East line of said Lot Eleven (11) and its extension Eighty-five and Ninety-one Hundredths (85.91) feet to a point; thence Southwesterly Eleven and Thirty-one Hundredths (11.31) feet to a point which is Twenty-three (23.00) feet North of the North line of Lots Six (6) and Seven (7) and Fifteen (15.00) feet Easterly of the East line of Lots. Dight (8) and Nine (9) in said Wellogg's Subdivision; theuce Westerly and parallel to the North line of said Lots Six (6) and Seven (7), Pifteen (15.00) feet to a point in the East line of said Lot Nine (9); thence Southerly along the East line of said Lots Eight (8) and Nine (9), Twenty-three (23.00) feet to a point in the North line of Lot Seven (7); thence Easterly along the North line of Lots Six (6) and Seven (7), Thirty and Fifty Hundredths (30.50) feet to a point in the center line of said North-South Alley; thence Northerly along the center line of said North-South alley, Sixtyone and Fighty-one Hundredths (61,81) feet to a point in the Fasterly extension of the North line of said Lot Eleven (II); thence Westerly Seven and Fifty Hundredths (7.50) feet to the point of commencement.

Parcel 16-2A - Tax Rev No. 198-0011-100 (part)
The North One-half (%) of the vacated alley adjoining on the South to Lot Three (3) in Block One (1) in
St. Paul Avenue improvement Co.'s Subdivision of a part
of Lot Nine (9) in Partition of the West One-half (%)
of the Southwest Cas-quarter (%) of Section Twenty-nine
(29) and a part of the Southeast One-quarter (%) of Section Chirty (30), in Township Seven (7) North, Range
Twenty-two (22) East, including the East One-half (%)
of that portion of North 13th Street vacated abutting
on the West, in the City of Milwaukee.

It is the intention of the grantor that this deed shall extend to any and all right or estate of the grantor in said property and shall be subject to the conditions and terms hereinafter expressed.

The grantee for itself, its successors and assigns, in pursuance of the objects and purposes of the Act covenants that:

(a) The use of the aforesaid property will be restricted to the uses appendied therefor in the Velovalopment Plan For the Narunette Erban Renewal Area Project; and aforesaid projecty

(and other real indepenty) approved by resolution ensoted by the Common Council of the City of Ribrakee, Discousing on Japuary 26, 1965, as Common Council desciption File No. 23-1419-1, wals: Under Remewal and Reds relogment Plan consists of the Marretive Statement lated world i, 1964, all as appears in a certified copy of said Reder Looment Plan recorded in the office of the degister of Deeds of Milwiker County, Misconsin, as Document Mc. 4219570, Red. 279, Insees 1315 through 1366, icol., and in the contract for Raise of Land for Private neders coment (Correct Dermed "County of Land son Private neder coment (Dermanited Dermed "County of Land and Land and Land State of Land for Private neder coment the prantor and the grantee recorder in the office of the landson of Deeds of Fallwarder County, Assonsing as Document to a 2014 to premior and the grantee recorded in the office of the lambser of Deeds of Edwardse County, discombine as Domment of 20045. Reel 560. Impress 280 through 354, incl., as modified as passible as passible as passible as a county of the office of the Decision of Leads for illuminate County, discombine, as Domment Mo. 200500 and 18, increased 179 through 186, incl., and further modified by the pectod Supplemental greenest modifying that Country, distant of 180 and Double 18, 1973 and precorded in the office of the pectod Interest of Deeds of Milwarkee County, Discombine as Domment Modified to the start of Edward of The aforedascribed process of property to the said grantee on the 20th day of June, 1905, as more fully appears by Common Council mesolution File No. b) 1810-9.

- (b). The grantee and the successors and assigns shall make no changes in the said improvements aster sompletion of construction thereof; which are not in contermity with the said Contract and Relevelopment Plan as modified, or go said dedevolopment Flan is amended and extended.
- (a) The grantee and its successors and assigns small devote the promerty herein described to the uses specified in said dedevalopment Pine and Contract as modified, including the limitations as to land uses therein set forth.
- (d) The grantee, its successors and assigns, will but ply with all state and local laws in effect from time to time prohibiting disorimization or segregation by reason of more, col-on, religion, sex or mational origin, in the sale, lease or occu-ancy of the promptly, and further arreas, on benefit of itself, ats successors or assigns, that there shall not be effected or example of agreement, lease, convergnce or other instrument, whereby any or the property described herein is restricted either to the prantoe or by any successor in interest of the crutee of the crutees.
- (e) The grantee and the successors and assigns funther coverants and agrees that the aforesaid coverants are the coverants stated in the Contract as to "Land User" are deemed and shall be coverants panning with the land and shall be in effect at Jamary 26, 1990, except as provided in size Contract and stall be enforceable by the granter, its successors as easily a first of hillmarkee, or any successors in title to the granter.

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REGISTRES CIFEC Milwestern County, Wills.

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of any part of the property described herein, or by any party interested in any of the other real property or any part thereof covered by said Redevelopment Plan, against the grantee and its successors and assigns of the above described property or any part thereof, or any interest thereis, and any party in possession or occupancy of the above described property or any part thereof; and the grantee for its successors and essigns further agrees that said covenants shall be enforceable by the greater for said entire period of time without regard to whether the grantee is or remains owner of any land, or interest therein, to which said covenants relate. The grantee, also for itself and its successors and assigns, further covenants and agrees that as an additional covenant running with the land the grantee will commence construction of the improvements upon the land as provided for in the Supplemental Agreement modifying Prion Contract dated August 6, 1973, as well as the Second Supplemental Agreement dated June 19 1975 Provided that if a mort-gate securing money loaned to Finance the improvements, or any . Provided that if a mortpart thereof, is insured by the Federal Housing Administration, then the aforesaid completion time shall not apply, but instead the construction of such improvements or part thereof shall be completed within the time specified in the applicable Building Loan Agreement approved by the Federal Housing Administration: Provided, further, that the construction of such improvements or part thereof as are subject to the foregoing provise shall In any event be completed within four (4) years from the date of execution of such Building Loan Agreement.

- (f) References in this Deed to the Redevelopment Plan or the documents thereof shall include all amendments of said Plan or the documents thereof, which shall be or have been approved by grantor, the Common Council of the City of Milwakes, the grantee if the aforesaid property of the granton is affected by the amendments, and all other parties having any interest in the real property or any part thereof covered by the said Redevelopment Plan, which is affected by the amendments.
- (g) This Deed is conveyed pursuant to the termi, covenants and conditions of the aforesaid Contract which was transled in the office of the Register of Deeds, as more fully appears in paragraph (a) of this Deed, which said Contract was made between the parties hereto, and such Contract is incorporated as to all of its contents, provisions and promises herein by reference.

Provided, however, that the rights of forcity to entry and reverter of title reserved by the grantor for a breach of any of the foregoing conditions shall always be subject to and limited by, and shall not defect, render together by the lien of any mortgage of trust feed not exist by the aforesaid Contract in existence at the time of the faid breach, and any rights of interests provided in and Contract for the protection of the holders of top evidence of backstodness secured by any such mortgage of trust dand.

TO LAVE AND TO FOLD the same, together with all and singular the appurtuanance and privileges thereunts belonging or in anywise thereunts appertaining, and all the satural, right,

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title and interest whatsoever of the said grantor, either in law or equity, either in possession or expectancy of, to the only proper use, benefit and behoof of the said grantee, MARQUETTE UNIVERSITY, its successors and assigns forever, but subject to the conditions and terms hereinbefore set forth in this Dead.

IN WITNESS WHEREOF, Grantor has executed this Deed in its name by its Chairman and Executive Director, and has attached its corporate scal hereto this 1/2 day of 10/16 1975.

> REDEVELOPMENT AUTHORITY OF THE CITY OF MILWAUKEE (Grantor)

Signed and sealed in presence of:

Executive Director William byan Drew

Plmothy A. Murphy

Patrick Malone

Champagne

STATE OF WISCONSIN MILWAUKEE COUNTY

Personally come before me this 4 day of Jonathy P. Mirry Ly . Chairman, and William P. 194 De-Executive Director of the above named Redevelopment Authority of the City of Milwaukee, to me known to be the persons who executed the foregoing instrument and to me known to be such Chairman and Executive Director of said Ecdevelopment Authority of the City of Milwaukee, and authorizedged that they executed the foregoing instrument as such officers as the deed of said Redevelopment Authority of the City of Milwonkee, by its authority.

> Patrick J. Malogo Novary Public, Milwaukee Co., Wis.

My commission: Quality

This instrument was drafted by City of Milwaukee.

DOCUMENT NO.	REEL 406 IMAG 877,	WARRANTY DEED STATE OF WISCONSIN-FORM 4 THIS SPACE RESERVED FOR RECORDING DATA
	9th day of February A.D. 1968, R and BESSIE FRIAR, his wife	REGISTER'S OFFICE Milwaukee County. Wis P RECORDED AT P M on FEB 2 9 1968 in 0 2
a Corporation duly organized and State of Wisconsin, located at Wisconsin, party of the second pa Witnesseth, That the said partile the sum of One Dollar (\$ yaluable considera	S. of the first part, for and in consideration of 1.00) and other good and tion	Reel
have given, granted, bargained give, grant, bargain, sell, remise, rassigns forever, the following des of Wisconsin, towit: An und described real esta PARCEL I. Lot Five Block One Hundred E South Six (6) acres Northwest One-quart Seven (7) North, Racounty of Milwaukee PARCEL II. Lots Tw Eighty-five (185), of Lot Three (3), i	e said party of the second part, the receipt whereo, sold, remised, released, aliened, conveyed and colease, alien, convey and confirm unto the said partible real estate, situated in the County of Mivided One-third (1/3) interete: (5) and the East One-half (1/3) interete: (5) and the East One-half (1/3) in the West of Lot Three (3), in the Wester (1/4) of Section Twenty-ninge Twenty-two (22) East, in and State of Wisconsin. Tax elve (12) and Thirteen (13), in A. Eldred's Subdivision of the West One-half (1/2) of FINECESSARY, CONTINUE DESCRIPTION ON REVERSE at the hereditaments and appurtenances thereunty, claim or demand whatsoever, of the said part. 1823	onfirmed, and by these presents do
ro Have and to Hold the sa party of the second part, and to it. And the said James T for themselves, these the said party of the second part, and to it. And the said James T for themselves, these the said party of the second part, they are well seized of of inheritance in the law, in fee si zoning ordinances; governmental orders and that the above bargained prem	in and to the above bargained premises, and their id premises as above described with the hereditate successors and assigns FOREVER. Friar and Bessie Friar, his secutors and administrators, do covenantis successors and assigns, that at the time of the the premises above described as of a good, sure, mple, and that the same are free and clear from encroachments, if any: rights	wife, t, grant, bargain and agree to and with ensealing and delivery of these presents perfect, absolute and indefeasible estate all incumbrances whatever.except. of tenants in possession
will forever WARRANT AND I	DEFEND part les of the first part have hereunto bruary A.D., 19.68 RESENCE OF Jam	
THIS INSTRUMENT WAS DRAFTED BY	who executed the foregoing instrument and ack	Vossman ilwaukee County Wis
Ward Dunphy (Section 59.51-(1) of the Wither games of the grantons, grantent agency which, darked WARRANTY DEED — To Corporation		(is)Z.—Z.—

(1/4) of Section Twenty-nine (29), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, County of Milwaukee and State of Wisconsin. Tex Key Number 191-0008-5

Warranty Deed

MARQUETTE UNIVERSITY

FRIAR, his wife, TO

UPMES T. FRIAR and BESSIE

DARRANTY DEED - To Corporation

STATE OF WISCONSEN

(Section 19.1) (1) of the Wiscoula Statistic Provider that All instruments to be recorded that have plainly pointed or appearance the natures of the grantest, grantest, witnessed sade Notary, Section 59.113 similarly occurred but the carried of the person, who, or green metal appears which, defined such carried to plain as a liquid as a liq Visconsin Legal Blank-Compa-Milwacker, Win - (700-2720) REEL 406 IMAG 880

(1/4) of Section Twenty-nine (29), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, County of Milwaukee and State of Wisconsin. Tax Key Number 391-0008-5

This apace reserved for Register of Deeds

Warranty Deed

HELEN FRIAR, his wife

MARQUETTE UNIVERSITY

WILLIAM G. FRIAR and

No ST

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L.G. Voseman Marquetto University 615 North (Uth Street Milyaukee, Wissonsin PARCOLLINGAL BLANK COMPA

(1/4) of Section Twenty-nine (29), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milweukee, County of Milwaukee and State of Wisconsin. 391-0008 5 Tax Key Number

MARQUETTE UNIVERSITY Narranty Deed

MATHALIS FRIAR

5.A. Wosspan Marquatte Universary 615 North 11th Street Miswelldes, Wis. 5923

DOCUMENT NO.

REEL 1159 MAG 1569

	STATE OF WISCONSIN-FORM 8
	THIS SPACE RESERVED FOR RECORDING DATA
	5266428
ū,	REGISTER'S OFFICE Milwaukea County, Wis, 1999 RECORDED AT 2007
	NOV Cappo

//5/2_IMAGE_/5/6

Chiscon (News) . REGISTER OF DEEDS

WARRANTY DEED

THS INDENTURE, Made by Dr. Bert B. Schoenkerman and Dr. Earle J. Rotter

grantor S of Milwaukee County, Wisconsin, hereby conveys and warrants to Marquette University

Milwaukee County, Wisconsin for the sum of One Dollar (\$1.00) and other valuable RETURN TO

The West Twenty-two (22) Feet of Lot numbered Six (6) and all of Lot numbered Seven (7), in Block numbered One Hundred Eiglty-Six (186), according to Plat of A. Eldred's subdivision of the South Six (6) Acres of Lot numbered Three (3), in the West One-half (1/2) of the North West One-quarter (1/4) of Section numbered Twenty-rine (29), in Township numbered Seven (7) North, Range numbered Twenty-two (22) East, in the City of Milwaukee.

This is non-homestead property. Tax Key No. 391-0015.

TRANSFER

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CONTRACTOR AND	157, 00
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SIGNED AND BRAIND IN PRESEN	DIA BEI C/BA SCHOENKET HOLL	
and Jelender	Dr. Earle J. Rotter	(SEAL
Scott a Nyhotm	Mr. Estab Action	(SEAL
State of Wisconsin,		
ilwaukee	Personally came before me, this 3rd day of November. A.D., Schoenkerman, and Dr. Farle J. Rotter	(SEAL , 19:.7.
ilwaukee	ersonally came before me, this3rd day of November. A.D., Schoenkerman and Dr., Earle J., Rotter	, 19: 7:

244 W. Wisconsin Av	e. Company of the com	
page document	EI 881 MI 938 STATE BAR OF WISCONSIN FORM WARMATTY DEPOT THE SPACE RECEIVED THE REC	14 対象
	당을 This Deed made between ABBOT CREST REALTY CORPORATION, a Wisconsin corporation REGITAL OFFICE Missaukes County Wit. 12 기계 RECORDED AT 12 기계 RECORDED AT 12 기계	A
	and MARQUETTE UNIVERSITY, a.Wisconsin corporation, on OCI 7 11975 in	
	Witnesseth, That the said Grapter for a valuable consideration. See Charge ? State of Visconsin Lots Nine (9) and Ten (10) in Block One Hundred Eighty-six (186), in Subdivision of the South Twenty-	
	three and Five Hundred Seventy-two Thousandths (23,572) acres of the East Thirty-eight (38) acres of the North East One-quarter (1/4) of Section Thirty (30), in Township Sevention (7) North, Range Twenty-two (22) East, in the city of This is Non-bonesical process.	
	Tax Key # 390-0701-100 o o Lot Eight (8) in Block One Hundred Eighty-six (186) in A. Eldred's Subdivision of the local South Six (6) acres of Lot Three (3), in the West One-half (1/2) of the North West One-	
	quarter (1/4) of Section Twenty-nine (29), Township Seven (7) North, Range Twenty-two [] (22) East in the city of Milwaukee, subject to municipal and zoning ordinances and record sections are public utilities, recorded building restrictions.	de
	\$375.00	
	Together with all and shearer the threditaneous and appartmenters thereanto belonging on interpretations of And Abbot Crest Realty Corporation, a Wisconsin corporation	
enter de la companya	variant that the utile is good independent in the storms and free and epoint of equipments of the Municipal and Recorded casements for public utilities, and recorded building restrictions and vill variant and ordered the same and vill variant and ordered the same recorded at Milwaukee, Wisconsin the Record	
	ABBOT CREMARADIV COMPARED (STAT) BY: Walter A. Bechthold (Proctours Walter A. Bechthold (Proctours (Proctours)	
	SELL) Water R. Hall, Secretary Water R. Hall Secretary	
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THIS INDESTURE, Made this day of fine, 1946, by and between PETER A. BROOKS, in his capacity of Executor of the Last Will and Testament of THOMAS E. MERRITTY, elso known as Thomas E. Merrity, Deceased, late of the City of Milwaukee, County of Milwaukee and State of Wisconsin, party of the first part, and MARQUETTE UNIVERSITY, a Wisconsin corporation, party of the second part;

RITNISSETH

Whereas, the said Thomas E. Merritty, also known as Thomas E. Merrity, died testate on the 5th day of November, 1944, seized of the real estate hereinafter described; and

Whereas, the last Will and Testament of said Thomas E.

Merritty, also known as Thomas E. Merrity, Decembed, was duly proved,
allowed and admitted to probate in and by the County Court of

Milwaukee County, State of Wisconsin, on the 2nd day of January, 1945;
and

Whereas, the said Peter A. Brooks was by said Last Will and Testament of said Thomas E. Merrity, also known as Thomas E. Merrity, nominated and appointed as Executor thereof and Letters Testamentary were duly issued to him and are now in force and affect; and

Whereas, by said Last Will and Testament, and particularly in and by Article "FIFTH" thereof, said Executor was granted full power to sell, dispose of and convey said real estate.

NOW, THEREFORE, by virtue of the power and authority so vested in the said FEVER A. EROOKS in his capacity of Frequence aforesaid, in and by the provisions of said fast will and Testament, and for and in consideration of the sum of TWENTY-TWO THOUSAND (\$22,000,00) Dollars and other valuable considerations to him in head paid as such Executor by the said MIRQUETTE UNIVERSITY, party

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of the second part, the undersigned, PETER A. BROOKS, in his capacity of Executor as aforesaid, does hereby give, grant, bargain, sell and convey unto the said MARQUETTE UNIVERSITY the following described real estate, situated in the City of Milwaukes, County of Milwaukes and State of Wisconsin, to-wit:

> -Lot Il in Block 186 in Subdivision of the South 23.572 acres of the East 38 acres of the North East 1/4 of Secution 30, Town 7 North, of Range 22 East in the City of Milwaukee, County of Milwaukee, State of Wisconsin.

TO HAVE AND TO HOLD the said premises as above described, with the hereditaments and appuretances thereunto belonging, unte the said party of the second part and to its successors end assigns forever.

AND THE SAID PETER A. BROOKS, in his capacity of Executor of the Last Will and Testament of said THOMAS E. MERRITY, also known as Thomas E. Merrity, Doceased, party of the first part, for himself and his successors, without recourse to himself personally, does covenant, grant, bargain and agree to and with said party of the second part, its successors and assigns, that at the time of the death of said decedent he was well seized of the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, free and clear from all engineerances whatsoever, except municipal and building ordinances, recorded building restrictions, recorded essements to public utilities and sir rights, and rights of tenants in pessession.

IN WITNESS WHEREOF, the said PETER A. BROCKS, in his capacity of Executor of the Last Will and Testament of THOMAS E. MERRITTY, also known as Thomas E. Morrity, Deceased, party of the first part, has horsunty set his hand and seal the date and year first above written,

In presence of:

PETER A BROOKS capewity of Executor of the Last Will and Testement of Thomas L. Morritty, also known as homes B. Morrity, Decorsed,

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ETER A. BROOKS

(SEAL)

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STATE OF DESCONSIN)

MILMAUNTE COUNTY

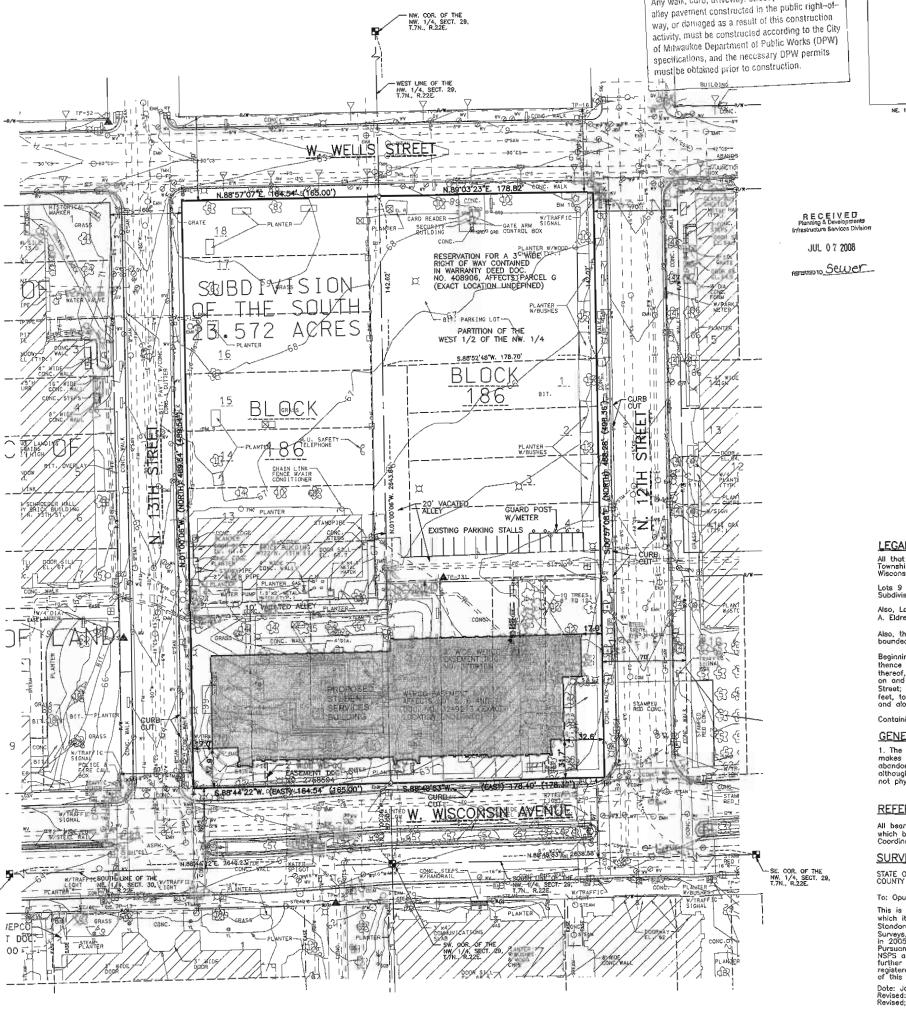
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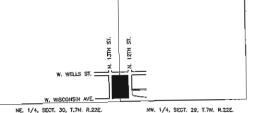
personally came before me PETER A: PROSES. /to me known to be the Executor of the Lest Vill and Pestament of VHCMAS I. WETERTY. also known as Thomas En Azzrety, Decease! / and who personally executed the sergoing instrument and acknowledged the same in his deceasty of Executor as eforeseld.

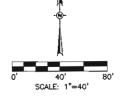


Motory Public Milweukee County Wis.

Execution: Execution of the series of the se







LOCATION MAP

<u>LEGEND</u>

20	EXISTING GAS LINE	ф	POWER POLE
=	EXISTING ELECTRIC LINE	¤	LIGHT POLE
OHE	OVERHEAD ELECTRIC LINE	Ø m/	WATER VALVE
	EXISTING TELEPHONE LINE	`o'	FIRE HYDRANT
	EXISTING FIBER OPTIC CABLE	0	SEWER MANHOLE
		O DAN	ELECTRIC MANHOLE
— - 30°cs —	COMBINED SEWER	O task	TELEPHONE MANHOLE
— — IZSTN — —	EXISTING STORM SEWER	Oran	FIRE & POLICE MANHOLE
B'SAN	EXISTING SANITARY SEWER	O DOM	COMMUNICATIONS MANHOLE
	EXISTING WATER MAIN	■	STREET LIGHT CONTROL SOX
— — - USL — — -	UNDERGROUND STREET LIGHTING	Ø ov	GAS VALVE
Fx	EXISTING FORCE MAIN	Ø WILVE	VALVE (TYPE UNKNOWN)
BIT.	BITUMINOUS	₿	INLET
BLDO.	BUILDING	●	CATCH BASIN
		<u>⊙</u> •~	TRAFFIC SIGNAL
c.	CENTRAL	Ÿ	PARKING METER
CONC.	CONCRETE	₽	SIGN
ε.	EAST	€	TELEPHONE BOOTH
£L.	ELEVATION	7	MAIL BOX
ELECT.	ELECTRICAL	₽ (3)	DECIDUOUS TREE W/ DIAMETER
N.	NORTH	♦	CONTERGUS TREE W/ DIAMETER
RET	RETAINING	Ġ3	BUSH
S.	SOUTH	020	HEDGE ROW
		చ	CHISELED "+"
ST.	STREET	0 мф	GUARD POST
TYP.	TYPICAL	osos ¥	SPRINKLER CONTROL BOX
٧.	WEST	Ţ	SPRINKLER TRAVERSE POINT
8/	нтн		MISCELLANEOUS METER
		¥	MONITORING WELL
		O MERCAL.	METAL POST
			SECTION CORNER MONUMENT
		#	YARD LIGHT
		_*	TELEPHONE PEDESTAL
		Жτ	GUARD RAIL
		<u>_</u>	COTI BODENO

LEGAL DESCRIPTION

All that port of the Northeast 1/4 of Section 30 and the Northwest 1/4 of Section 29 Township 7 North, Range 22 Eost, in the City of Milwaukee, Milwaukee County, Wisconsia described as:

Lots 9 through 18, together with all of the vacated alleys adjoining, in Block 186, in Subdivision of the South $23.572\ \text{Acres}.$

Also, Lots 1 through 8 together with oil of the vacated alleys adjoining, in Block 186, in A. Eldred's Subdivision.

io, that part of the Partition of the West 1/2 of the Northwest 1/4 of Section 29, unded and described as follows:

Beginning at the Northeast corner of Lot 1, in Block 186, in A. Eldred's Subdivision; thence South 88°52′48″ West, on and along North line of soid Lot 1 and extension thereof, 178.70 feet to the West line of said Northwest 1/4; thence North 01°00′06″ West, on and along said West line, 142.62 feet, to the South right of way line of West Wells Streat; thence North 89°03′23″ East, on and along said South right of woy line, 178.82 feet, to the West right of woy line of North 12th Streat, thence South 00°57′08″ East, on and along said West right of way line, 142.07 feet, to the point of beginning.

Containing 167,791 square feet (3.85 acres), more or less.

ENERAL NOTES

1. The underground utilities shown have been located from field survey information and existing drowings. The surveyor makes no guarantees that the underground utilities shown comprise all such utilities in the orea, either in service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated although he does certify that they are located as accurately as possible from information available. The surveyor has not physically located the underground utilities.

REFERENCE BEARING

All bearings are referenced to the South line of the Northeast 1/4 of Section 30, T.7N., R.22£. which bears N.88'44'22"E. and is referenced to Grid North of the Wisconsin State Plane Coordinate System, South Zone.

SURVEYORS CERTIFICATE

ATE OF WISCONSIN SS

o: Opus North Corporation

This is to certify that this map or plot and the survey on which it is based were made in accordance with "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA and NSPS in 2005, and includes items 1, 2, 5, 8 & 11of Table A thereof, Pursuant to the Accuracy Standards as adopted by ALTA and NSPS and in effect on the date of this certification, undersigned further certifies that in my professional opinion, as a land surveyor registered in the State of Wisconsin, the Relative Positional Accuracy of this survey does not exceed that which is specified therein.

Date: January 25, 2008 Revised: April 1, 2008 Revised; June 27th, 2008

Michoel J. Rotzburg Syl236



One Honey Creek Corporate Center 125 South 84th Street, Suite 401 Milwaukee, WI 53214-1470 414 259-1500 FAX 259-0037

Web Site: www.gasai.com

Other Offices Located In:

Green Bay, Wisconsin Madison, Wisconsin Chicago, Illinois Fort Myers, Florida Phoenix, Arizona

PROJECT NAME:



P.O. BOX 1881 MILWAUKEE, WI 53201-1881

SHEET TITLE:

ALTA/ACSM LAND

TITLE SURVEY

MARQUETTE STUDENT

SERVICES

SURVEYED FOR:

OPUS NORTH CORPORATION 135 SOUTH 84TH STREET MILWAUKEE, WI 53214

1 06/27/08 ADDED PROPOSED BLD MUR

REVISIONS

NO. DATE

CT NUMBER: 20070174.00

ROJECT NUMBER

DATE: 1/22/08

DRAWN BY: FKO

CHECKED BY:

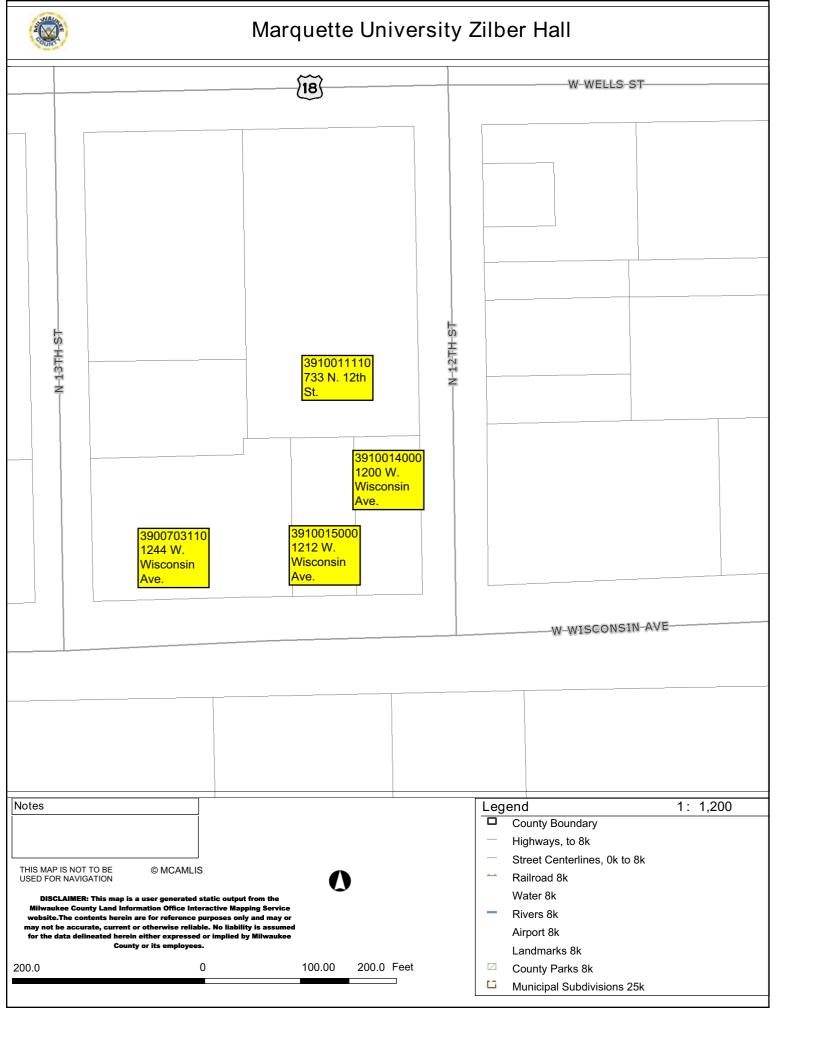
SCALE:

PROJECT MANAGER: BUN

FILE: C-00-ALTA01.DGN

SHEET NUMBER

1 /1



Statement of Accurate Legal Descriptions

To the best of my knowledge, the attached property legal descriptions are complete, accurate, and identifies the parcels with soil impacted by polycyclic aromatic hydrocarbons originating from the property's located at 733 North 12th Street, 1200 West Wisconsin Avenue, 1212 West Wisconsin Avenue and 1244 West Wisconsin Avenue, Milwaukee County, City of Milwaukee, Wisconsin, parcel tax key numbers 391-0011-110-5, 391-0014-8, 391-0015-3 and 390-0703-110-X, referred to as the Property.

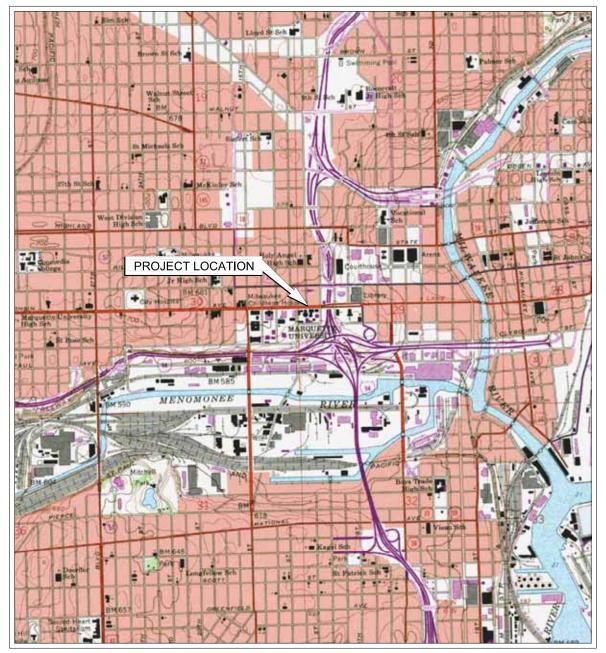
Marguette University

Mr. Thomas Ganey, University Architect

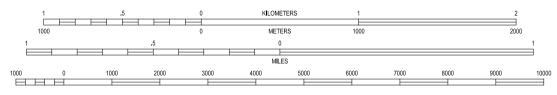
517 North 14th Street, 4th Floor

Milwaukee, Wisconsin 53201

UNITED STATES - DEPARTMENT OF THE INTERIOR - GEOLOGICAL SURVEY







CONTOUR INTERVAL 10 FEET NATIONAL GEODETIC VERTICAL DATUM OF 1929

MILWAUKEE QUADRANGLE
WISCONSIN - MILWAUKEE COUNTY
1958, Revised 1971

7.5 MINUTE SERIES (TOPOGRAPHIC)

Project Mngr.	BRS
Drawn By:	AJP
Checked By:	JVS
Approved By:	RDS

Project No.	
	58087701
Scale:	
	AS SHOWN
	AS SHOWIN
File No.	
	58087701 SL
Date	
Date:	
	2/11/08

Consulting Engineers	CON and Scientists
6353 WEST DOUGLAS AVENUE	MILWAUKEE, WI 53218
PH. (414) 464-2338	FAX. (414) 464-2548

TOPOGRAPHIC MAP

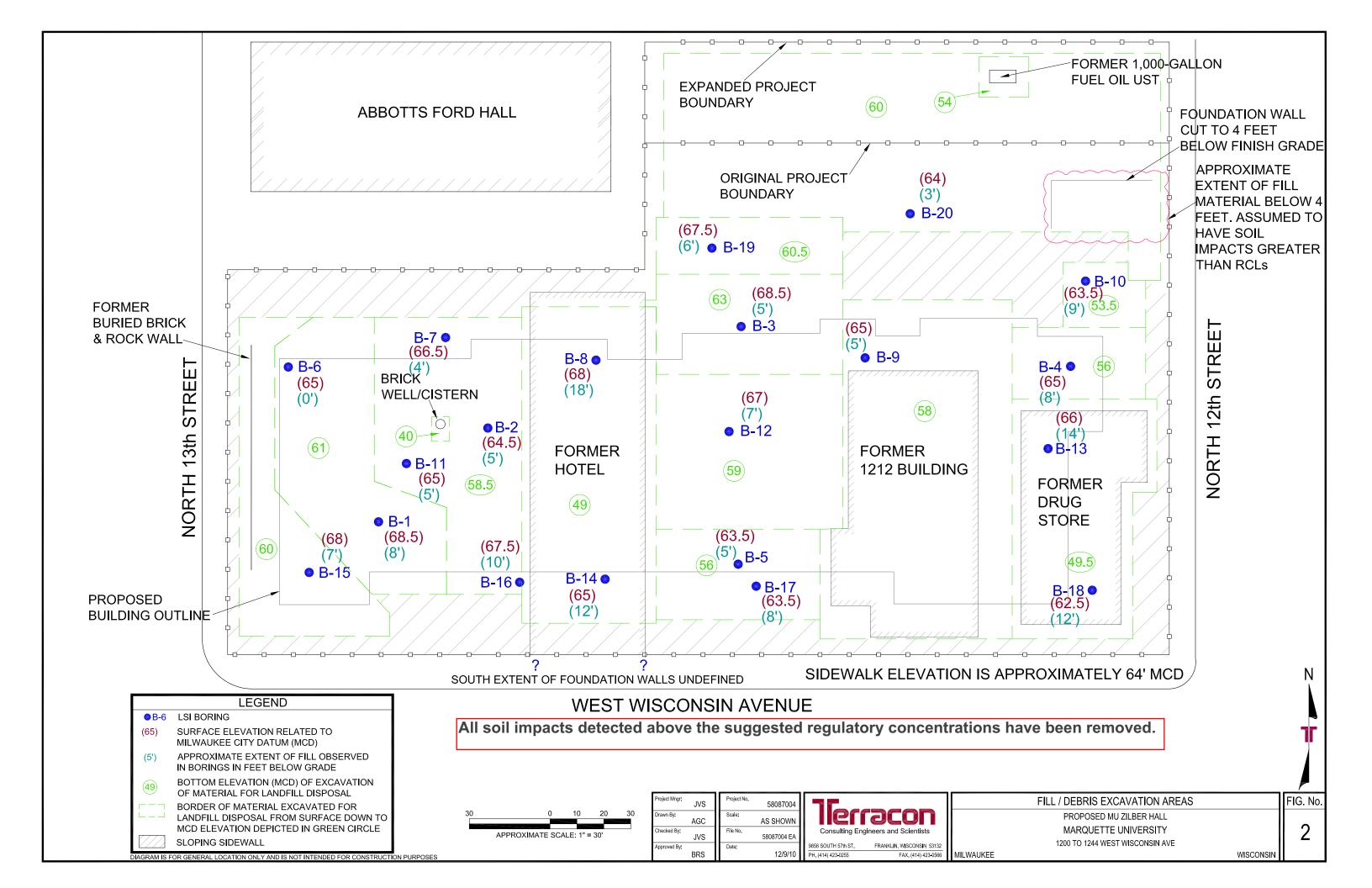
PROPOSED MARQUETTE UNIVERSITY STUDENT SERVICES BUILDING OPUS NORTH CORPORATION

1200-1244 WEST WISCONSIN AVENUE MILWAUKEE

WISCONSIN

1

FIG. No.



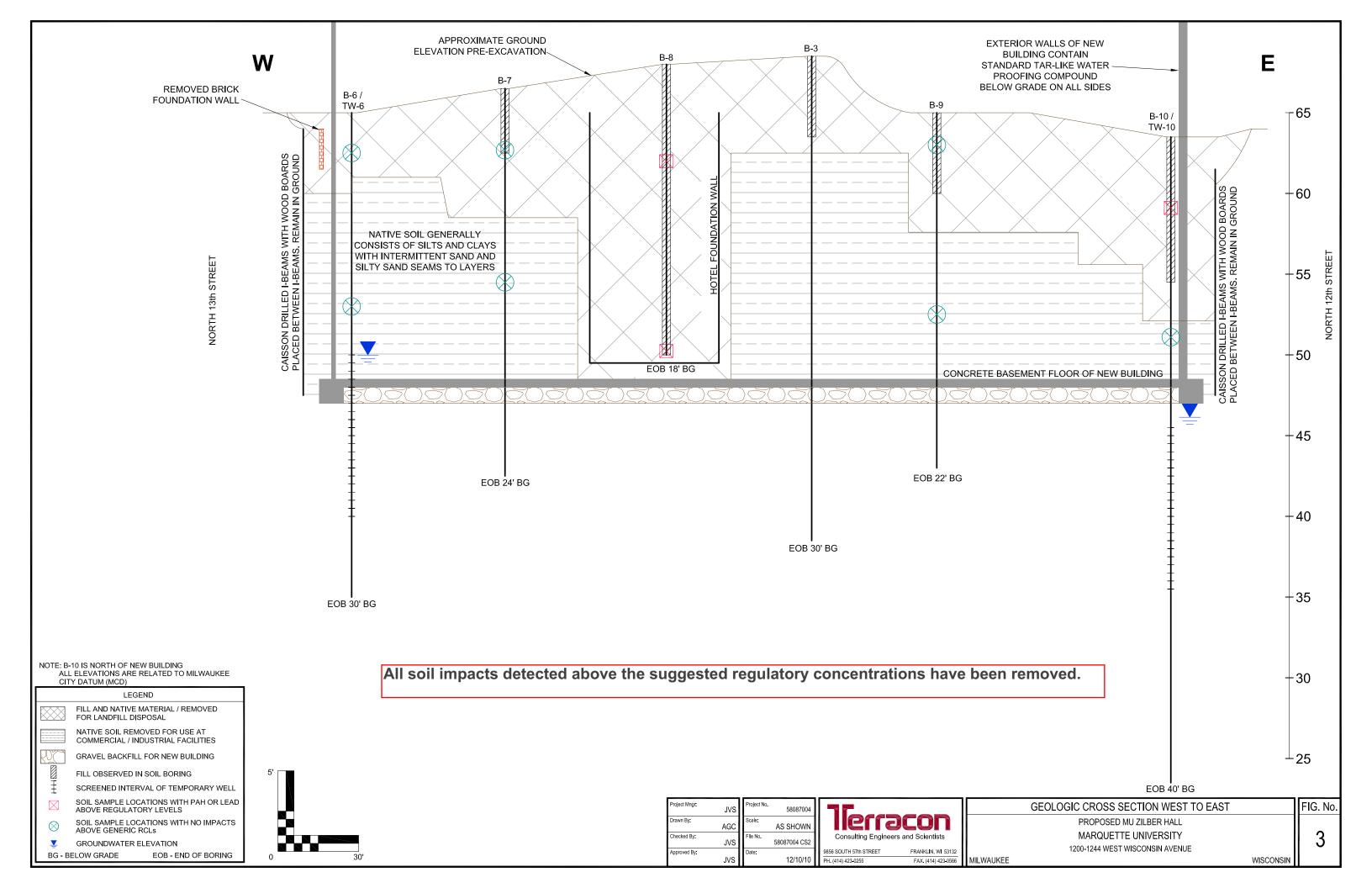


Table 1

Investigation Soil Analytical Test Results Summary for PAHs (Pre-Construction)

Marquette University Student Services Building Milwaukee, Wisconsin Terracon Project No. 58087004

				Polycyclic Aromatic Hydrocarbons (PAH)mg/kg																	
Sample ID	Sample Depth (feet)	Estimated Depth of Fill	Sample Date	Acenaphthene	Acenaphthylene	Anthracene	Benzo (a) anthracene	Benzo (a) pyrene	Benzo(b)fluoranthene	Benzo(g,h,i)perylene	Benzo(k)fluoranthene	Chrysene	Dibenz(a,h)anthracene	Fluoranthene	Fluorene	ldeno(1,2,3-cd)pyrene	1-Methyl naphthalene	2-Methyl naphthalene	Naphthalene	Phenanthrene	Pyrene
B-6 (2)	2	0'	3/28/2008	<0.002	<0.0022	<0.0024	<0.0024	<0.0023	<0.0023	<0.0025	<0.0022	<0.0026	<0.0025	<0.0024	<0.0022	<0.0024	<0.0018	<0.0018	0.002	<0.0023	<0.0025
B-6 (12)	12		3/28/2008	<0.0019	<0.002	<0.0022	<0.0022	<0.0021	<0.0021	<0.0023	<0.0020	<0.0024	<0.0023	<0.0022	<0.0020	<0.0022	<0.0016	<0.0017	<0.0014	<0.0022	<0.0023
B-7 (4)	4	4'	3/28/2008	<0.0019	<0.0021	<0.0023	<0.0023	<0.0022	<0.0022	<0.0024	<0.0021	<0.0025	<0.0024	0.003	<0.0021	<0.0023	<0.0017	<0.0018	<0.0015	0.0023	0.003
B-7 (12)	12	•	3/28/2008	<0.0019	<0.0021	<0.0022	<0.0022	<0.0021	<0.0022	<0.0023	<0.0021	<0.0025	<0.0023	<0.0023	<0.0020	<0.0022	<0.0017	<0.0017	<0.0014	<0.0022	<0.0024
B-8 (6)	6	18'*	4/2/2008	<0.0019	2.99	3.59	7.14	5.38	5.11	2.27	4.80	5.710	1.11	16.80	1.44	2.41	0.167	0.14	0.126	11.9	10.80
B-8 (18)	18	10	4/2/2008	0.003	0.0402	0.0441	0.121	0.874	0.0817	0.3700	0.085	0.106	0.030	0.278	0.0065	0.038	0.003	0.0041	0.006	0.1850	0.190
B-9 (2)	2	5'	4/1/2008	<0.0019	<0.0021	<0.0022	<0.0022	<0.0021	<0.0022	<0.0023	<0.0021	<0.0025	<0.0023	<0.0023	<0.0020	<0.0022	0.015	0.0220	0.008	0.0026	<0.0024
B-9 (12)	12	Ŭ	4/1/2008	<0.0019	<0.0021	<0.0023	<0.0023	<0.0022	<0.0022	<0.0024	<0.0021	<0.0025	<0.0024	<0.0023	<0.0021	<0.0023	0.003	0.0056	0.004	<0.0022	<0.0024
B-10 (4)	4	9'	3/26/2008	0.0191	0.0401	0.0587	0.19	0.20	0.23	0.1280	0.188	0.245	0.040	0.539	0.0213	0.116	0.006	0.0075	0.010	0.2910	0.445
B-10 (12)	12	J	3/26/2008	<0.0019	<0.0021	0.0032	0.004	0.002	0.003	<0.0024	0.002	0.005	<0.0024	0.012	<0.0021	<0.0023	<0.0017	<0.0018	<0.0014	0.0136	0.102
B-11 (2)	2	5'	3/31/2008	0.0051	0.0212	0.0377	0.133	0.136	0.135	0.0700	0.110	0.144	0.0416	0.285	0.0059	0.063	0.007	0.0110	0.015	0.1100	0.213
B-11 (12)	12	3	3/31/2008	<0.0019	<0.0021	<0.0023	<0.0022	<0.0021	<0.0022	<0.0023	<0.0021	<0.0025	<0.0023	<0.0023	<0.0020	<0.0022	<0.0017	<0.0017	<0.0014	<0.0022	<0.0024
B-12 (4)	4	7'	3/27/2008	0.0175	0.0088	0.0397	0.115	0.119	0.1220	<0.070	0.111	0.128	0.0226	0.238	0.0127	0.065	0.022	0.0285	0.039	0.1500	0.222
B-12 (12)	12	,	3/27/2008	<0.0019	<0.0021	<0.0022	<0.0022	<0.0021	<0.0022	<0.0023	<0.0021	<0.0025	<0.0023	<0.0023	<0.0020	<0.0022	<0.0017	<0.0017	<0.0014	<0.0022	<0.0024
B-13 (4)	4	14'	3/27/2008	0.0064	0.003	0.102	0.282	0.2800	0.273	0.1290	0.231	0.270	0.0447	0.494	0.0136	0.121	0.002	0.0035	0.006	0.1440	0.420
B-13 (12)	12	14	3/27/2008	<0.0019	<2.0	<0.0022	<0.0022	<0.0021	<0.0021	<0.0023	<0.0020	<0.0024	<0.0023	<0.0022	<0.0020	<0.0022	<0.0016	<0.0017	<0.0014	<0.0022	<0.0023
B-14 (6)	6	12'	4/2/2008	0.0031	0.048	0.0400	0.0960	0.0920	0.0875	0.0572	0.086	0.096	0.0326	0.194	0.0088	0.046	0.005	0.0048	0.006	0.1140	0.136
B-14 (14)	14	12	4/2/2008	<0.0019	<0.0021	<0.0022	<0.0022	<0.0021	<0.0021	<0.0023	<0.0021	<0.0024	<0.0023	0.003	<0.0020	<0.0022	<0.0016	<0.0017	<0.0014	<0.0022	<0.0023
B-15 (4)	4	7'	3/28/2008	0.0055	0.0072	0.0230	0.0934	0.100	0.0908	0.0566	0.087	0.104	0.0190	0.179	0.0055	0.050	0.011	0.0145	0.016	0.0810	0.172
B-15 (12)	12	,	3/28/2008	<0.0019	<0.0021	<0.0022	<0.0022	<0.0021	<0.0022	<0.0023	<0.0021	<0.0025	<0.0023	<0.0023	<0.0020	<0.0022	<0.0017	<0.0017	<0.0014	<0.0022	<0.0024
B-16 (5)	5	10'	3/31/2008	0.0075	0.0109	0.0321	0.1130	0.119	0.1190	0.0637	0.102	0.128	0.0406	0.267	0.0086	0.056	0.012	0.0171	0.021	0.1280	0.198
B-16 (12)	12	10	3/31/2008	<0.0019	<0.0021	<0.0022	<0.0022	<0.0021	<0.0022	<0.0023	<0.0021	<0.0025	<0.0023	<0.0023	<0.0020	<0.0022	<0.0016	<0.0017	<0.0014	<0.0022	<0.0024
B-17 (6)	6	8'	4/1/2008	<0.0019	<0.002	<0.0022	<0.0022	<0.0021	<0.0021	<0.0023	<0.0022	<0.0024	<0.0023	<0.0022	<0.0020	<0.0022	<0.0016	<0.0017	<0.0014	<0.0022	<0.0023
B-17 (14)	14	0	4/1/2008	<0.0019	<0.0021	<0.0022	<0.0022	<0.0021	<0.0021	<0.0023	<0.0021	<0.0024	<0.0023	<0.0022	<0.0020	<0.0022	<0.0016	<0.0017	<0.0014	<0.0022	<0.0023
B-18 (5)	5	12'	3/27/2008	0.0012	<0.0259	2.450	2.32	1.98	1.68	0.8120	1.74	2.060	0.273	6.90	1.37	0.769	0.153	0.2400	0.608	7.66	5.48
B-18 (10)	10	12	3/27/2008	0.364	<0.0233	1.060	0.938	0.734	0.622	0.2830	0.669	0.914	0.103	2.78	0.411	0.270	0.032	0.0350	0.056	2.70	2.17
B-19 (2)	2	6'	3/26/2008	0.760	0.0779	1.780	1.57	1.33	1.08	0.3630	1.27	1.380	0.164	3.87	0.87	0.392	0.253	0.3300	0.707	5.23	3.43
B-19 (12)	12	3	3/26/2008	<0.0019	<0.0021	<0.0022	<0.0022	<0.0021	<0.0022	<0.0023	<0.0021	<0.0025	<0.0023	<0.0023	<0.0020	<0.0022	<0.0017	0.0023	<0.0014	<0.0022	<0.0024
B-20 (2)	2	3'	4/1/2008	<0.002	<0.0022	<0.0023	<0.0023	<0.0022	<0.0023	<0.0024	<0.0022	<0.0026	0.0209	0.005	<0.0021	<0.0023	0.002	0.0027	0.003	0.0044	0.003
B-20 (14)	14	J	4/1/2008	<0.0018	<0.0020	<0.0022	<0.0022	<0.0021	<0.0021	<0.0023	<0.0020	<0.0024	<0.0203	<0.0022	<0.0020	<0.0022	0.004	0.0021	0.033	<0.0021	<0.0023
		PAH	Direct Contact 1	900	18	5,000	0.088	0.0088	0.088	1.8	0.88	8.8	0.0088	600	600	0.088	1,100	600	20	18	500
	PA	H Soil to Ground	lwater Pathway 2	38	0.17	3,000	17	48	360	6,800	870	37	38	500	100	680	23	20	0.4	1.8	8,700

Notes:

All soil contaminants detected above the suggested regulatory concentrations have been removed.

[&]quot; < " Indicates not detected above listed method detection limit (MDL)

[&]quot; -- " Indicates standard not established, not calculated or not analyzed

[&]quot;Bold" indicates concentration above the suggested Soil to Groundwater Pathway

XX.X Bold and Yellow Highlights indicate concentration above the suggested Direct Contact concentration

¹ PAH results compared to Suggested Non-Industrial Direct Contact Soil Cleanup Levels for Polycyclic Aromatic Hydrocarbons (PAHs) Interim Guidance, RR-519-97, April, 1997

² PAH results compared to Suggested Soil Leaching to Groundwater Soil Cleanup Levels for Polycyclic Aromatic Hydrocarbons (PAHs) Interim Guidance, RR-519-97, April, 1997

^{* =} Boring refusal at 18 feet below grade

 Table 2

 Investigation Soil Analytical Test Results Summary for RCRA Metals (Pre-Construction)

Marquette University Student Services Building Milwaukee, Wisconsin Terracon Project No. 58087004

			RCRA Metalsmg/kg									
Sample ID	Sample Depth (feet)	Sample Date	Arsenic	Barium	Cadmium	Hexavalent Chromium	Chromium	Lead	Selenium	Silver	Mercury	
B-6 (2)	2	3/28/2008	9.4	110	0.11		34.5	14.2	<0.47	<0.072	0.15	
B-6 (12)	12	3/28/2008	3.1	1		<1.2						
B-7 (4)	4	3/28/2008	5.1	35.3	0.22		11.4	14.1	<0.18	<0.014	0.062	
B-8 (6)	6	4/2/2008	9.6	572	18.3		14.3	294	<0.17	0.015	0.082	
B-8(18)	18	4/2/2008	3.5					39				
B-9 (2)	2	4/1/2008	3.5	49.4	0.015		12	10.6	0.22	0.038	0.024	
B-10 (4)	4	3/26/2008	5.2	86.7	0.24		18.8	23.8	0.14	0.84	0.061	
B-11 (2)	2	3/31/2008	8	146	0.55		20.3	63.2	0.45	0.052	0.12	
B-11 (12)	12	3/31/2008						8.4				
B-12 (4)	4	3/27/2008	10.6	132	0.57		19.9	354	0.64	3.8	2.9	
B-12 (12)	12	3/27/2008	3.0					6.6				
B-13 (4)	4	3/27/2008	4.9	95.5	0.26		22.8	15.8	<0.089	0.019	0.071	
B-13 (12)	12	3/27/2008				<1.2						
B-14 (6)	6	4/2/2008	3.4	457	1.4		8.7	102	<0.16	<0.012	0.066	
B-14 (14)	14	4/2/2008						8.7				
B-15 (4)	4	3/28/2008	5.9	50.7	0.29		15.2	66.5	0.32	0.075	0.079	
B-15 (12)	12	3/28/2008						7.2				
B-16 (5)	5	3/31/2008	7.7	89.5	0.39		21	34.1	0.6	0.03	0.079	
B-17 (6)	6	4/1/2008	5.7	47.9	0.13		14.4	7.1	<0.17	<0.013	0.017	
B-18 (5)	5	3/27/2008	7.2	42.7	0.1		18	12.2	<0.088	0.04	0.023	
B-19 (2)	2	3/26/2008	4.1	38.3	0.14		12.9	9.8	0.24	0.045	0.041	
B-20 (2)	2	4/1/2008	4.8	73.5	0.087		22.7	9.7	<0.092	0.017	0.04	
B-20 (14)	14	4/1/2008				<1.2						
	NR 720, WA	C, Generic RCL1	0.039		8	14	16,000	50				

Notes:

XX.X values indicate listed concentration above above it respective NR 720, RCL

¹ NR 720, Wisconsin Administrative Code (WAC), Generic Residual Contaminant Level (RCL)

All Lead impacts greater than 50 mg/kg have been removed All Arsenic concentrations appear to be with the common range for the region and are assumed to be background concentrations

[&]quot; < " Indicates not detected above listed method detection limit (MDL)

[&]quot;-- " Indicates standard not established, not calculated or not analyzed

Table 3

Investigation Soil Analytical Test Results Summary for VOCs (Pre-Construction)

Marquette University Student Services Building Milwaukee, Wisconsin Terracon Project No. 58087004

			Volatile Organic Compounds (VOC) mg/kg
Sample Location	Sample Depth (feet)	Sample Date	Toluene
B-8 (18)	18	4/2/2008	0.0499
	NR 746, WA	38	

Notes:

Toluene Detection in the soil has been removed

[&]quot; -- " Indicates standard not established, not calculated or not analyzed

[&]quot;Bold" values indicate listed concentration above above it respective NR 746, WAC

¹ NR 746, WAC, Indicators of Residual Petroleum Product in Soil Pores mg/kg = milligrams per kilogram

 Table 4

 Investigation Groundwater Analytical Test Results Summary for PAH (Pre-Construction)

Marquette University Student Services Building Milwaukee, Wisconsin Terracon Project No. 58087004

			Polycyclic Aromatic Hydrocarbons (PAH)ug/L																
Sample ID	Sample Date	Acenaphthene	Acenaphthylene	Anthracene	3enzo (a) anthracene	3enzo (a) pyrene	Benzo(b)fluoranthene	3enzo(g,h,i)perylene	3enzo(k)fluoranthene	Chrysene	Oibenz(a,h)anthracene	Fluoranthene	Fluorene	deno(1,2,3-cd)pyrene	1-Methyl naphthalene	2-Methyl naphthalene	Vaphthalene	Phenanthrene	Pyrene
B-10/TW-10	3/28/2008	0.043	0.024	0.16	0.37	0.29	0.26	0.21	0.29	0.46	0.056	0.88	0.049	0.17	0.021	0.028	0.037	0.59	0.64
B-18/TW-18	3/28/2008	0.044	0.19	0.39	1.0	0.99	0.81	0.66	0.9	1.1	0.2	2.0	0.073	0.56	<0.044	<0.050	<0.076	0.84	1.4
B-19/TW-19	3/28/2008	<0.0089	<0.0057	<0.0074	0.033	0.037	0.036	0.033	0.034	0.06	0.0062	0.086	<0.0071	0.023	<0.011	0.014	<0.019	0.054	0.068
B-12/TW-12	3/28/2008	<0.0086	<0.0055	<0.0072	<0.0038	<0.0060	<0.0057	<0.0069	<0.0086	0.0095	<0.0048	0.013	<0.0069	<0.0040	<0.011	<0.012	<0.018	0.011	0.009
B-15/TW-15	4/2/2008	<0.0091	<0.0058	<0.0076	<0.0040	<0.0063	<0.0060	<0.0073	<0.0091	0.014	<0.0050	0.0074	<0.0073	<0.0042	0.019	0.028	0.026	0.017	0.0018
B-6/TW-6	4/1/2008	<0.0083	<0.0053	<0.0069	0.014	0.012	0.012	0.018	0.0093	0.04	<0.046	0.032	0.0093	0.006	0.017	0.026	0.019	0.04	0.032
NR 1	40, WAC, PAL ¹			600		0.02	0.02	-		0.02		80	80		-	-	10		50
NR	140, WAC, ES ²			3,000	-	0.2	0.2	-	-	0.2		400	400	-	-	1	100		250

Notes:

"Bold" values indicate listed concentration above its respective NR 140, WAC, PAL

XX.X indicates listed concentration above it respective NR 140, WAC, ES

¹NR 140, Wisconsin Administrative Code, Preventative Action Limit (PAL)

²NR 140, Wisconsin Administrative Code, Enforcement Standard (ES)

ug/L = Micrograms per Liter

Groundwater impacts greater than the ES and PAL are potentially the result of turbid groundwater

[&]quot;<" Indicates not detected above listed method detection limit (MDL)

[&]quot; -- " Indicates standard not established, not calculated or not analyzed

Table 5 Investigation Groundwater Analytical Test Results Summary for RCRA Metals (Pre-Construction)

Marquette University Student Services Building Milwaukee, Wisconsin Terracon Project No. 58087004

					RCRA Me	etalsug/L			
Sample ID	Sample Date	Arsenic	Barium	Cadmium	Chromium	Lead	Selenium	Silver	Mercury
TW-10	3/28/2008	8.0	512	0.39	<1.1	2.7	6.4	<0.34	<0.10
TW-18	3/28/2008	4.2	482	0.27	<1.1	2.2	12.8	<0.34	<0.10
TW-19	3/28/2008	6.9	591	1.1	<1.1	1.6	15.9	<0.34	<0.10
TW-12	3/28/2008	1.9	31	<0.13	2.1	<1.4	17.1	<0.34	<0.10
TW-15	4/2/2008	2.5	294	0.19	<1.1	2.3	8.4	<0.34	<0.10
TW-6	4/1/2008	1.4	260	<0.13	<1.1	<1.4	4.6	<0.34	<0.10
NR	140, WAC, PAL ¹	1	400	0.5	10	1.5	10	10	0.2
NI	R 140, WAC, ES ²	10	2,000	5	100	15	50	50	10

Notes:

ug/L = Micrograms per Liter

The PAL excedances are likely associated with particulate interference even though they were filtered in the field

[&]quot;<" Indicates not detected above listed method detection limit (MDL)

[&]quot; NE " Indicates standard not established or not calculated

[&]quot;Bold" values indicate listed concentration above its respective NR 140, WAC, PAL XX.X indicates listed concentration above it respective NR 140, WAC, ES

¹NR 140, Wisconsin Administrative Code, Preventative Action Limit (PAL)

²NR 140, Wisconsin Administrative Code, Enforcement Standard (ES)