Binyoti Amuegwafor - SER

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E-mail: john.gehringer@wilaw.com

RECEIVED
MAY 11 2006
DEPT. OF NATURAL RESOURCES
BUREAU OF LEGAL SERVICES

May 9, 2006

Judy Mills Ohm, Esq.
Bureau of Legal Services
Wisconsin Department of Natural Resources
P.O. Box 7921
Madison, WI 53701-7921

Re: 7003-7003R West Good Hope Road, Milwaukee, Wisconsin
Approximately 17 acres located in the Northwest Corner of Section 22-8-21
Tax Key No. 1199997110, Milwaukee County, Wisconsin
Formerly Known as Lakefield Sand & Gravel Property

Dear Ms. Ohm,

I represent Clifford G. Hendricks Revocable Trust and Good Lad, LLC, the co-tenant owners of the property identified above. Nearly three years ago, in an effort to accommodate WDNR and the US EPA, the owners granted permission and access for environmental site investigation of this property on the condition that the results of those investigations be shared with the owners and their environmental consultants. While WDNR and EPA have done a substantial amount of investigation, none of the results have been provided to the owners or their environmental consulting firm, Sigma Environmental. The attached copy of the Permission and Access Agreement with WDNR clearly provides that the owners are to be provided with "copies of all written documentation and correspondence which contains the results of investigation activities on the property within a reasonable time period after the WDNR has received the data and performed quality control assurance on the data."

The purpose of this letter is to request that you promptly provide to the owners through its environmental consultants all written documentation and correspondence regarding the results of the investigation on this property including but not limited to the following:

- soil boring logs;
- monitoring well construction and development logs;
- tabled soil and groundwater results; and
- map depicting surveyed soil boring/well locations with top of casing and ground elevations.

The purpose of this letter is to hopefully expedite our receipt of this information so that our environmental consultants can review it and prepare the necessary recommendations regarding what will hopefully be the future development of this

PORT WASHINGTON
1329 West Grand Ave. Suite 200
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Port Washington, Wisconsin 53074-0306
Local: 262.284.3407
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Fax: 262.284.0442

property. Timing is crucial because the adjoining property to the east is being considered for possible development and access issues relative to our client's property must be coordinated.

After you have had an opportunity to review this, please contact me to advise if we can expect this information as soon as possible.

Very truly yours,

John G. Gehringer

JGG:dlh

c: Clifford Hendricks Revocable Trust
Good Lad, LLC
Dave Scherzer, Sigma Environmental
Tim Wimmer, Sigma Environmental
Dave Misky, Land Development Coordinator for the City of Milwaukee

Enclosure

PERMISSION AND ACCESS FOR ENVIRONMENTAL SITE INVESTIGATION AGREEMENT

Permission From: Clifford G. Hendricks Revocable Trust ("Trust") and Good Lad, LLC ("LLC")

Property Location: 7003-7003R West Good Hope Road, Milwaukee, Wisconsin, approximately 17 acres located in the northwest quarter of Section 22-8-21. Tax Key No. 1199997110, Milwaukee County, Wisconsin, formerly known as the Lakefield Sand and Gravel property (the "Property")

Permission Granted to: Wisconsin Department of Natural Resources ("WDNR") and its employees, authorized representatives, environmental consultant and its environmental contractors (hereinafter collectively referred to as "WDNR")

RECITATIONS

0.1 WDNR is hereby requesting permission and site access to the Property so that WDNR may conduct a site investigation and possible emergency removal of hazardous waste at the site; and

0.2 WHEREAS, WDNR has requested that Trust and LLC grant WDNR access to the Property for the limited purposes as set forth in this Agreement and Trust and LLC is willing to grant such access, all subject to the terms and conditions and limitations set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants, terms and conditions contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, WDNR and Trust and LLC agree as follows:

1. **Access.** The Trust and the LLC hereby grant to WDNR limited, non-exclusive access to enter into and onto the Property for the term of this Agreement, in order to conduct a site investigation and possible emergency removal of hazardous waste at the Property and to perform the following specific work (collectively called the

"Work"):

(a) *To perform the following surveys: magnetometer (M) and electromagnetic (EM).*

(b) *To survey the elevation* of *temporary and permanent monitoring wells;*

(c) *To remove any buried drums and hazardous waste if found;*

(d) *To install the following: geoprobe soil borings, temporary and permanent groundwater monitoring wells, and maintain the groundwater monitoring wells;*

(e) *To collect soil samples and water samples;*

(f) *To properly abandon the geoprobe soil borings, temporary and permanent groundwater wells when the wells are no longer needed;*

(g) *To gain access to areas where remedial action or investigative work is to be conducted; and*

(h) *To temporarily store drums of investigative waste from the construction* of *soil borings and monitor wells.*

WDNR covenants and agrees that it shall not occupy, use or test the Property except for the Work. This Agreement may be subsequently amended in writing by mutual agreement of WDNR, Trust and LLC.

2. **Work Plan.** WDNR will furnish to Trust and LLC a copy of the proposed work plan for any Work which WDNR intends to perform within at least three (3) business days prior to performance of the Work.

3. **On Site Consultants.** WDNR will give Trust and LLC notice of the time and date of any site Work at least 48 hours prior to WDNR's entry. Such notice may be by phone, fax or personal contact to Mr. Dave Scherzer, Sigma Environmental, 414-768-7144; Fax 414 768-7158; 220 East Ryan Road, Oak Creek, WI 53154. Trust and LLC shall have the right to have its environmental representatives present during any Work conducted on the Property.

4. **Samples and Reports.** When soil or water samples are collected on the Property, split samples will be provided to the Trust and LLC, if practicable and if the Trust and LLC provide appropriate sample containers before the samples are collected. WDNR shall provide Trust and LLC with copies of all written documentation and

correspondence which contains results of investigation and restoration activities on the Property within a reasonable time period after WDNR has received the data and performed quality control assurance of the data.

5. **Liability.** WDNR recognizes and agrees that WDNR and its representatives and contractors are subject to liability as provided by sections 893.82 and 895.46, Wis. Stats., and will be liable for their acts under these provisions and will not be acting on behalf of, or as agents of Trust and LLC under this Agreement.

6. **Underground Utilities.** The Trust and LLC shall make all reasonable efforts to provide information for and cooperate with WDNR in locating any underground utilities, plumbing and other underground obstructions.

7. **Compliance with Laws.** WDNR covenants and agrees to be fully responsible for:

(a) complying with any and all applicable federal, state, local and municipal statutes, laws, codes, rules, ordinances and orders applicable to the Work, and shall properly containerize and dispose any subsurface exploration-generated waste, including but not limited to, soil cuttings and well development/purge water for removal from the Property within a reasonable time frame, not to exceed one year, with WDNR as owner in title of such waste;

(b) the staging and storage of the containers at locations approved by Trust and LLC prior to arrangement for disposal and for the moving of the containers;

(c) the manifesting in WDNR's name as owner of the transported waste, transporting and disposal of containers of subsurface exploration-generated waste off of the Property within a reasonable time from the date of waste generation;

(d) initiating, maintaining, and providing supervision of safety precautions and programs in connection with the Work in accordance with any and all applicable federal, state, local and municipal laws. WDNR shall erect and maintain, as required by existing conditions and the Work, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards,

promulgating safety regulations and notifying owners and users of adjacent property and utilities. WDNR shall also be responsible for all measures reasonably necessary to protect any property adjacent to the Property and improvements therein from damage due to the activities of WDNR and its representatives and contractors under this Agreement. Any damage to such property or improvements shall be promptly repaired by WDNR; and

(e) the Work shall be performed in a professional and reasonable manner and at reasonable times.

8. **Term.** Unless sooner terminated as specifically provided herein, or extended in writing by mutual agreement of the Parties, this Agreement will continue in full force and effect until December 31, 2005. If an extension of this Agreement is not agreed to in writing, within ninety (90) days after December 31, 2005, the WDNR shall remove any wells it installed that remain on the Property.

9. **Costs.** WDNR shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

10. **Cleanup.** WDNR shall keep the Property and surrounding area free from accumulation of waste materials or rubbish caused by operations under this Agreement. At completion of the Work, WDNR shall remove form and about the Property all temporary roads and structures, waste materials, and rubbish. If WDNR fails to cleanup as provided in this Agreement, Trust and LLC may do so and the cost thereof shall be charged to WDNR.

11. **Insurance.** WDNR shall require all of its contractors and representatives under this Agreement to procure and maintain, during the term of this Agreement, worker's compensation insurance as required by Wisconsin law for all employees engaged in such work; comprehensive automobile liability insurance for all vehicles that are used in carrying out this Agreement; and commercial liability and property damage

insurance against any claim which might occur in carrying out this Agreement. Minimum coverage shall be $1,000,000 liability for bodily injury and property damage including products liability and completed operations; and $1,000,000 per occurrence combined single limit for automobile liability and property damage.

Prior to the performance of the activities under this Agreement, WDNR shall provide to Trust and LLC a letter Certificate issued by the insurance carrier(s) for WDNR's contractors providing the insurance coverage required pursuant to this Agreement in a policy which contains the following type of endorsement.

> "Trust and LLC are named as certificate holders with respect to all liabilities arising out of WDNR and its representatives and contractors performance of any work on the Property of Trust and LLC."

12. **No warranty.** The Trust and LLC do not warrant that the property is safe, healthful or suitable for the purpose for which it is permitted to be used under the terms of this Agreement.

13. **Notice.** Other than the notice provided under paragraph 3 above, any request, demand or other notice required or permitted to be given under this Agreement shall be in writing and may be, and shall be deemed, given and sent, if mailed, two (2) days after the date when deposited in the United State mail, certified mail, return-receipt requested, postage pre-paid, or by overnight courier service, telecopy, telegraph or telex when delivered to the appropriate office for transmission, addressed:

If to Trust:
Mr. Clifford Hendricks, Trustee
3522 W. Linden Place
Milwaukee, WI 53208
Tele: 414-344-1145

If to LLC:
Good Lad, LLC
c/o O'Neil, Cannon & Hollman, S.C.
111 E. Wisconsin Avenue, Suite 1400
Milwaukee, WI 53202
Tele: 414-276-5000

Fax: 414-276-6581

With a copy to: Dave Scherzer
Sigma Environmental
220 East Ryan Road
Oak Creek, WI 53154
Tele: 414-768-7144
Fax: 414-768-7158

If to WDNR: Judy Mills Ohm, Esq.
Bureau of Legal Services
Wisconsin Department of Natural Resources
P.O. Box 7921
101 South Webster Street
Madison, WI 53701-7921
Tele: 608-266-9972
Fax: 608-267-3579

14. **Complete Agreement.** This Agreement sets forth the entire understanding between the Trust, LLC and WDNR with respect to the subject matter hereof and supersedes all proposals, whether oral or written; and all other communications between the Trust, LLC and WDNR regarding the subject matter of this Agreement. The recitals first set forth above are hereby acknowledged and incorporated herein. No amendments, changes, alterations or modifications of this Agreement shall become effective unless they are in writing and signed by representatives of the Trust, LLC and WDNR hereto.

15. **Cooperation.** Trust and LLC agree not to damage, or interfere with the use of, any monitoring wells that are installed, and agree to notify third parties who plan to conduct any activity on the Property on which monitoring wells have been installed.

Permission to perform the above described Work is hereby granted and approved by Trust, LLC and WDNR in accordance with the above referenced terms and conditions.

IN WITNESS WHEREOF, the Parties hereto have executed or caused an authorized representative to execute this Agreement as of the date first set forth above.

Dated: 8-28-03

NATURAL

WISCONSIN DEPARTMENT OF

RESOURCES

By: Scott Hassett

Dated: 5-27-03

REVOCABLE

CLIFFORD H. HENDRICKS

TRUST

By: Clifford Hendricks

Clifford H. Hendricks, Trustee

S.C.,

GOOD LAD, LLC

By: O'NEIL, CANNON & HOLLMAN,

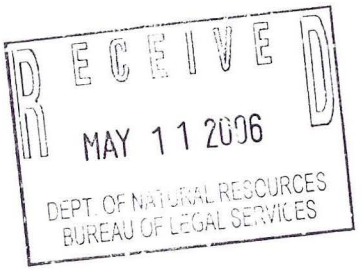
its attorneys and authorized representative

By: John G. Gehringer

John G. Gehringer

ATTORNEYS AT LAW
O'Neil Cannon Hollman DeJong S.C.

Jim Schmidt-SER



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May 9, 2006

Judy Mills Ohm, Esq.
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John G. Gehringer

JGG:dlh

c: Clifford Hendricks Revocable Trust
Good Lad, LLC
Dave Scherzer, Sigma Environmental
Tim Wimmer, Sigma Environmental
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(b) the staging and storage of the containers at locations approved by Trust and LLC prior to arrangement for disposal and for the moving of the containers;

(c) the manifesting in WDNR's name as owner of the transported waste, transporting and disposal of containers of subsurface exploration-generated waste off of the Property within a reasonable time from the date of waste generation;

(d) initiating, maintaining, and providing supervision of safety precautions and programs in connection with the Work in accordance with any and all applicable federal, state, local and municipal laws. WDNR shall erect and maintain, as required by existing conditions and the Work, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards,

promulgating safety regulations and notifying owners and users of adjacent property and utilities. WDNR shall also be responsible for all measures reasonably necessary to protect any property adjacent to the Property and improvements therein from damage due to the activities of WDNR and its representatives and contractors under this Agreement. Any damage to such property or improvements shall be promptly repaired by WDNR; and

(e) the Work shall be performed in a professional and reasonable manner and at reasonable times.

8. **Term.** Unless sooner terminated as specifically provided herein, or extended in writing by mutual agreement of the Parties, this Agreement will continue in full force and effect until December 31, 2005. If an extension of this Agreement is not agreed to in writing, within ninety (90) days after December 31, 2005, the WDNR shall remove any wells it installed that remain on the Property.

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If to Trust:	Mr. Clifford Hendricks, Trustee 3522 W. Linden Place Milwaukee, WI 53208 Tele: 414-344-1145
If to LLC:	Good Lad, LLC c/o O'Neil, Cannon & Hollman, S.C. 111 E. Wisconsin Avenue, Suite 1400 Milwaukee, WI 53202 Tele: 414-276-5000

Fax: 414-276-6581

With a copy to:

Dave Scherzer
Sigma Environmental
220 East Ryan Road
Oak Creek, WI 53154
Tele: 414-768-7144
Fax: 414-768-7158

If to WDNR:

Judy Mills Ohm, Esq.
Bureau of Legal Services
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15. **Cooperation.** Trust and LLC agree not to damage, or interfere with the use of, any monitoring wells that are installed, and agree to notify third parties who plan to conduct any activity on the Property on which monitoring wells have been installed.

Permission to perform the above described Work is hereby granted and approved by Trust, LLC and WDNR in accordance with the above referenced terms and conditions.

IN WITNESS WHEREOF, the Parties hereto have executed or caused an authorized representative to execute this Agreement as of the date first set forth above.

Dated: 8-28-03

NATURAL

WISCONSIN DEPARTMENT OF

RESOURCES

By: Scott Hassett

Dated: 4-21-03

REVOCABLE

CLIFFORD H. HENDRICKS

TRUST

By: Clifford Hendricks

Clifford H. Hendricks, Trustee

S.C.,

GOOD LAD, LLC

By: O'NEIL, CANNON & HOLLMAN,

its attorneys and authorized representative

By: John G. Gehringer

John G. Gehringer