

**GIS REGISTRY INFORMATION**

**SITE NAME:** U S Oil Fox River Terminal

**BRRTS #:** 02-05-385708 **FID # (if appropriate):** \_\_\_\_\_

**COMMERCE # (if appropriate):** \_\_\_\_\_

**CLOSURE DATE:** 02/08/2005

**STREET ADDRESS:** 1124 N. Broadway St

**CITY:** Green Bay

**SOURCE PROPERTY GPS COORDINATES** (meters in WTM91 projection): X= 677890 Y= 452543

**CONTAMINATED MEDIA:** Groundwater  Soil  Both

**OFF-SOURCE GW CONTAMINATION >ES:**  Yes  No

**IF YES, STREET ADDRESS 1:** 126 N Main St

**GPS COORDINATES** (meters in WTM91 projection): X= \_\_\_\_\_ Y= \_\_\_\_\_

**OFF-SOURCE SOIL CONTAMINATION >Generic or Site-Specific RCL (SSRCL):**  Yes  No

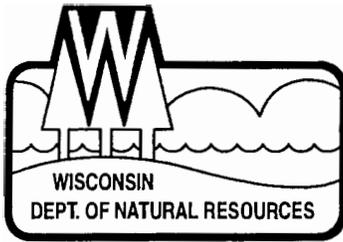
**IF YES, STREET ADDRESS 1:** \_\_\_\_\_

**GPS COORDINATES** (meters in WTM91 projection): X= \_\_\_\_\_ Y= \_\_\_\_\_

**CONTAMINATION IN RIGHT OF WAY:**  Yes  No

**DOCUMENTS NEEDED:**

Closure Letter, and any conditional closure letter or denial letter issued	x
Copy of most recent deed, including legal description, for all affected properties	x
Certified survey map or relevant portion of the recorded plat map (if referenced in the legal description) for all affected properties	x
County Parcel ID number, if used for county, for all affected properties 34-0-0162-00-4 and 34-0-0162-01-4	x
Location Map which outlines all properties within contaminated site boundaries on USGS topographic map or plat map in sufficient detail to permit the parcels to be located easily (8.5x14" if paper copy). If groundwater standards are exceeded, the map must also include the location of all municipal and potable wells within 1200' of the site.	x
Detailed Site Map(s) for all affected properties, showing buildings, roads, property boundaries, contaminant sources, utility lines, monitoring wells and potable wells. (8.5x14", if paper copy) This map shall also show the location of all contaminated public streets, highway and railroad rights-of-way in relation to the source property and in relation to the boundaries of groundwater contamination exceeding ch. NR 140 ESs and soil contamination exceeding ch. NR 720 generic or SSRCLs.	x
Tables of Latest Groundwater Analytical Results (no shading or cross-hatching)	na
Tables of Latest Soil Analytical Results (no shading or cross-hatching)	x
Isoconcentration map(s), if required for site investigation (SI) (8.5x14" if paper copy). The isoconcentration map should have flow direction and extent of groundwater contamination defined. If not available, include the latest extent of contaminant plume map.	x
GW: Table of water level elevations, with sampling dates, and free product noted if present	na
GW: Latest groundwater flow direction/monitoring well location map (should be 2 maps if maximum variation in flow direction is greater than 20 degrees)	na
SOIL: Latest horizontal extent of contamination exceeding generic or SSRCLs, with one contour	x
Geologic cross-sections, if required for SI. (8.5x14" if paper copy)	na
RP certified statement that legal descriptions are complete and accurate	x
Copies of off-source notification letters (if applicable)	na
Letter informing ROW owner of residual contamination (if applicable)(public, highway or railroad ROW)	x
Copy of (soil or land use) deed restriction(s) or deed notice if any required as a condition of closure	na
Copy of any maintenance plan referenced in the deed restriction.	na



## State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

Jim Doyle, Governor  
Scott Hassett, Secretary  
Ronald W. Kazmierczak, Regional Director

Northeast Region Headquarters  
1125 N. Military Ave., P.O. Box 10448  
Green Bay, Wisconsin 54307-0448  
Telephone 920-492-5800  
FAX 920-492-5913  
TTY Access via relay - 711

February 8, 2005

Mr. Don Johnston  
U.S. Oil Company  
425 South Washington Street  
Combined Locks, WI 54113

SUBJECT: Final Case Closure by Closure Committee with Conditions Met  
U.S. Oil Fox River Terminal, 1124 North Broadway Street, Green Bay, WI  
WDNR BRRTS #: 02-05-385708

Dear Mr. Johnston:

On January 26, 2005, the Wisconsin Department of Natural Resources Northeast Region Closure Committee reviewed the above referenced case for closure. This committee reviews environmental remediation cases for compliance with state laws and standards to maintain consistency in the closure of these cases. On January 31, 2005, you were notified that the Closure Committee had granted conditional closure to this case.

On February 7, 2005 the Department received correspondence indicating that you have complied with the conditions of closure (monitoring well abandonment and purge water/waste disposal). Based on the correspondence and data provided, it appears that your case has been remediated to Department standards in accordance with s. NR 726.05, Wis. Adm. Code. The Department considers this case closed and no further investigation, remediation or other action is required at this time

Your site will be listed on the DNR Remediation and Redevelopment GIS Registry of Closed Remediation Sites. Information that was submitted with your closure request application will be included on the registry. To review the sites on the GIS Registry web page, visit <http://dnr.wi.gov/org/aw/rr/gis/index.htm>. If your property is listed on the GIS Registry due to groundwater contamination exceeding ch. NR 140 standards at the time of closure, and you intend to construct or reconstruct a well, you will need Department approval. Department approval is required before construction or reconstruction of a well on a property listed on the GIS Registry, in accordance with s. NR 812.09(4)(w). 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 at the web address listed above.

Please be aware that this 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 the environment.

The Department appreciates your efforts to restore the environment at this site. If you have any questions regarding this letter, please contact me in Green Bay at 920-492-5943.

Sincerely,

A handwritten signature in black ink that reads "Kristin DuFresne". The signature is written in a cursive style with a long, sweeping tail on the "e".

Kristin DuFresne  
Hydrogeologist  
Bureau for Remediation & Redevelopment

cc: Sue Knabe, Northern Environmental - Electronic



## State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

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Northeast Region Headquarters  
1125 N. Military Ave., P.O. Box 10448  
Green Bay, Wisconsin 54307-0448  
Telephone 920-492-5800  
FAX 920-492-5913  
TTY Access via relay - 711

January 31, 2005

Mr. Don Johnston  
U.S. Oil Company  
425 South Washington Street  
Combined Locks, WI 54113

Subject: Conditional Case Closure  
U.S. Oil Fox River Terminal, 1124 North Broadway Street, Green Bay, WI  
WDNR BRRTS # 02-05-385708

Dear Mr. Johnston:

On January 26, 2005, the Wisconsin Department of Natural Resources Northeast Region Closure Committee reviewed your request for closure of the case described above. The Regional Closure Committee reviews environmental remediation cases for compliance with state rules and statutes to maintain consistency in the closure of these cases. After careful review of the closure request, the Closure Committee has determined that the petroleum contamination on the site from the February 25, 2002 tanker truck discharge of unleaded gasoline appears to have been investigated and remediated to the extent practicable under site conditions. Your case has been remediated to Department standards in accordance with s. NR 726.05, Wis. Adm. Code and will be closed if the following conditions are satisfied:

The monitoring wells at the site must be properly abandoned in compliance with ch. NR 141, Wis. Adm. Code. Documentation of well abandonment must be submitted to Kristin DuFresne on Form 3300-5B found at [www.dnr.state.wi.us/org/water/dwg/gw/](http://www.dnr.state.wi.us/org/water/dwg/gw/) or provided by the Department of Natural Resources.

Any remaining purge water, waste and/or soil piles generated as part of site investigation or remediation activities must be removed from the site and disposed of or treated in accordance with Department of Natural Resources' rules. Please send a letter advising me that any remaining purge water, waste and/or soil piles have been removed once that work is completed.

There is residual soil and/or groundwater contamination in a public street or highway right-of-way. Section NR 726.05(2)(b)4, Wis. Adm. Code, requires you to provide written notification of the presence of residual soil and/or groundwater contamination to the clerk of the town and county or municipality where the right-of-way is located and to the municipal department or state agency that maintains the right-of-way. The Department understands Northern Environmental sent a letter to the City of Green Bay on December 3, 2003 regarding this issue. The City of Green Bay responded to Northern Environmental via letter on December 22, 2003.

When the above conditions have been satisfied, please submit a letter to let me know that applicable conditions have been met, and your case will be closed. Your site will be listed on the DNR Remediation and Redevelopment GIS Registry of Closed Remediation Sites. Information that was submitted with your closure request application will be included on the registry. To review the sites on the GIS Registry web page, visit <http://gomapout.dnr.state.wi.us/org/at/et/geo/gwur/index.html>.

If this is a PECFA site, section 101.143, Wis. Stats., requires that PECFA claimants seeking reimbursement of interest costs, for sites with petroleum contamination, submit a final reimbursement claim within 120 days after they receive a closure letter on their site. For claims not received by the PECFA Program within 120 days of the date of this letter, interest costs after 60 days of the date of this letter will not be eligible for PECFA reimbursement.

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.

We appreciate your efforts to restore the environment at this site. If you have any questions regarding this letter, please contact me at 920-492-5943.

Sincerely,

A handwritten signature in cursive script that reads "Kristin DuFresne".

Kristin DuFresne  
Hydrogeologist  
Bureau for Remediation & Redevelopment

cc: Sue Knabe, Northern Environmental - Electronic



**QUIT CLAIM DEED**

**This instrument was drafted by:**

BP PRODUCTS NORTH AMERICA INC.  
28100 Torch Parkway, Suite 300  
Warrenville, Illinois 60555  
Attn: Real Estate Attorney

**When recorded return to:**

U.S. OIL CO., INC.  
425 South Washington Street  
P.O. Box 25  
Combined Locks, Wisconsin 54113  
Attention: Marjorie M. Young

PINs: 18-747 (part) and 18-751

THE GRANTOR, BP PRODUCTS NORTH AMERICA INC. (f/k/a Amoco Oil Company, f/k/a The American Oil Company), a Maryland corporation ("Grantor") having an address at c/o BP Amoco, 28100 Torch Parkway, Warrenville, Illinois 60555, for the consideration of One Dollar and no/100ths (\$1.00) and other good and valuable consideration in hand paid, and pursuant to authority given by the Board Of Directors of said corporation, by these presents does hereby QUIT CLAIM (without any covenant, representation or warranty of any kind) to U.S. OIL CO., INC., a Wisconsin corporation, having an address at 425 South Washington Street, Combined Locks, Wisconsin 54113 ("Grantee") as of March 14, 2002 (the "Transfer Date") the following described real estate (the "Property"), situated in the City of Green Bay, County of Brown, State of Wisconsin, more particularly described as follows, to wit:

**See legal description set forth on Exhibit A attached hereto and incorporated herein.**

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of Grantor, either in law or equity, of, in and to the Property, with the hereditaments and appurtenances; **TO HAVE AND TO HOLD** the Property as above described, with the appurtenances, unto the Grantee, his heirs and assigns forever.

**Use and Operation Restrictions.**

This conveyance is made by Grantor and accepted by Grantee upon the express condition and subject to the restrictions and covenants described on Exhibit B attached hereto ("Use and

Operation Restrictions). Notwithstanding the foregoing, the Use and Operation Restrictions do not prohibit the installation or use of any compliance wells, or any underground monitoring, recovery or extraction wells or similar devices used for or related to the performance of any remediation or any corrective action work on the Property now or in the future. Grantee, for and on behalf of itself and its successors and assigns (including, without limitation, all successors in title to the Property (or any portion thereof) to Grantee (collectively, the "Grantee Parties"), by acceptance of this Deed, hereby agrees to indemnify, defend and hold harmless the Grantor, its parents, affiliates and subsidiaries, and their respective directors, officers, partners, employees, contractors, agents, representatives, successors and assigns, (collectively, the "Grantor Entities"), from and against any and all actions or causes of action at law or in equity, claims, demands, expenses, obligations, losses, damages (including, without limitation, business interruption), costs, payments, liabilities, liens, environmental remediation costs and expenses, fines, penalties, and costs and expenses of litigation and reasonable attorneys' fees arising out of or relating to any use of the Property from and after the Transfer Date which is in violation of or inconsistent with the Use and Operation Restrictions. The Use and Operation Restrictions shall run with the Property and each portion thereof for the benefit of the Grantor Entities and shall bind Grantee, the Grantee Parties, and their respective directors, officers, employees, contractors, agents, representatives, lessees, licensees, invitees, and any user or occupant of all or any portion of the Property. Grantor may, in Grantor's sole and absolute discretion (but shall in no event be obligated to), release and/or waive any or all of the Use and Operation Restrictions at any time, by written instrument duly executed and delivered by Grantor.

**Condition of Property.**

Grantee does, by its acceptance of this Deed, represent and warrant that it is familiar with the condition of the Property and that GRANTOR HAS NOT MADE AND MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING THE PROPERTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ITS HABITABILITY, CONDITION OR FITNESS FOR ANY PARTICULAR USE OR PURPOSE. GRANTEE AGREES THAT THE PROPERTY IS HEREBY CONVEYED BY GRANTOR AND ACCEPTED BY GRANTEE IN ITS "AS-IS, WHERE-IS" CONDITION.

**Entire Understanding.**

This Deed, the Exhibits annexed hereto and that certain Purchase and Sale Agreement (and attachments) between Grantor and Grantee contain the entire understanding and agreement between the parties hereto relative to the subject matter hereof. No representations or statements, other than those expressly set forth herein, were relied upon by the parties in entering into this Deed. No modification, waiver of, addition to, or deletion from the terms of this Deed shall be effective unless reduced to writing and signed by Grantor and Grantee or their respective successors and assigns, each of whom expressly waives, releases and forever forswears any right under the law in the State in which the Property is located which permits a contract, by its terms amendable only in writing, to be orally amended. This Deed shall be binding upon and inure to the benefit of the Grantor Entities, and Grantee and the Grantee Parties, as the case may be, and any other person or entity expressly noted herein.



## Exhibit A

### LEGAL DESCRIPTION

#### PARCEL I:

impacted  
by gasoline  
spill

That part of Whitney or Laventure Claim, in the City of Green Bay, West side of Fox River, Brown County, Wisconsin, described as follows: Beginning on the East line of Broadway Street in the City of Green Bay, in said County, at a point North 26° East, a distance of 528 feet from the intersection of the Easterly line of Broadway Street with the Northeast line of the right-of-way of the Chicago and Northwestern Railway Company; thence North 26° East, along the Easterly line of said Broadway Street, 610.25 feet; thence South 77° East 583.01 feet to the Government Dock Line as established on the left bank of Fox River; thence South 5° 10' 5" West along said Government Dock Line 600 feet; thence North 77° West 802 feet to the place of beginning and ½ vacated alley as vacated by a resolution recorded in Jacket 10539, Image 43 and excepting therefrom Volume 7 Certified Survey Maps, Page 11, Map No. 1665.

Tax Parcel Number: 18-747 (part)  
Street Address: 1124 N. Broadway

#### PARCEL II:

That part of Whitney or Laventure Claim, in the City of Green Bay, West side of Fox River, Brown County, Wisconsin, described as follows: Commencing at the Northwest corner of the property described in Volume 368 Deeds, Page 1 on the East line of Broadway running North 304.3 feet; thence Easterly 100 feet and North again 240 feet, and Easterly 396.98 feet to established Dock Line on Fox River; thence along the Dock Line 430.75 feet to the North line of the property described in Volume 368 Deeds, Page 1 and Westerly to point of beginning 646.67 feet.

Tax Parcel Number: 18-747 (part)  
Street Address: 1124 N. Broadway

#### PARCEL III:

That part of Whitney or Laventure Claim, in the City of Green Bay, West side of Fox River, Brown County, Wisconsin, described as follows: Commencing at the intersection of the Northerly line of said Laventure Claim with the Westerly line of Broadway; thence South along said Westerly line of Broadway 101 feet to the point of beginning; thence from said point of beginning North 64° 17' West and parallel to the said Northerly line of said Laventure Claim 1226.1 feet to the Easterly line of Lot 1 in said Whitney or Laventure Claim; thence South 26° West along said Easterly line of said Lot 1, 889.9 feet to the Northerly line of the Chicago and Northwestern Railway Company's yards; thence South 44° 2' East along said Northerly line of said Chicago and Northwestern Railway Company's yards 1032.8 feet; thence North 26° East 500.1 feet; thence South 64° East 255.3 feet to the Westerly line of Broadway; thence North 26° East along said Westerly line of Broadway 746.2 feet to the point of beginning.

Tax Parcel Number: 18-751  
Street Address: 400 Block Prairie Avenue

## **Exhibit B**

### **USE AND OPERATING RESTRICTIONS, AND AFFIRMATIVE COVENANTS**

The Grantee herein covenants and agrees, for itself, and for its grantees, successors, and assigns, and their respective grantees, successors and assigns (including, without limitation, all successors in title to the Property (or any portion thereof) to Grantee) (collectively, the "Grantee Parties"), that the following Use and Operating Restrictions, and Affirmative Covenants shall bind and restrict the Property for the time periods set forth herein:

1. **Groundwater Use Restriction:** No water wells, either for potable or other use, with the exception of remediation, monitoring, or investigation wells, will be installed on any part of the Property. Until such time as Grantor receives a "No Further Action Letter" from the Wisconsin Department of Natural Resources, the Wisconsin Department of Commerce, and/or any other governmental agency having jurisdiction over the Property (or any successor agency) (collectively, the "Department"), no Grantee Party shall install remediation, monitoring, or investigation wells without the prior written consent of Grantor (which consent shall not be unreasonably withheld), and in no event shall any such remediation, monitoring, or investigation wells interfere with any remediation then being conducted on the Property by Grantor.

The above covenant and use restriction binds and restricts the Property as a covenant and restriction running with the land and is deemed to benefit Grantor as an owner or lessee of lands in Brown County, Wisconsin, or as the operator of commercial operations in such County. This restrictive covenant will remain in full force and effect indefinitely, unless waived in writing by Grantor (at which time this restrictive covenant will lapse and terminate and be of no further force or effect).

2. **Residential Use Restriction:** The Property shall be used solely and exclusively for commercial and/or industrial purposes. If applicable state environmental laws and regulations define commercial and/or industrial use, any use which is deemed not to be a commercial or industrial use by such laws and regulations will also not be a commercial or industrial use as the terms are used herein. No part of the Property will be used for residential purposes or for the purpose of operating a child care or elder care facility, a nursing home facility or hospice, a medical or dental facility, a school, a church or other place of worship, a park or a hospital.

The above covenants and use restrictions bind and restrict the Property as covenants and restrictions running with the land and are deemed to benefit Grantor as an owner or lessee of lands in Brown County, Wisconsin, or as the operator of commercial operations in such County. These restrictive covenants will remain in full force and effect indefinitely, unless waived in writing by Grantor (at which time these restrictive covenants will lapse and terminate and be of no further force or effect).

3. **Construction and Excavation Restrictions.**

3.1. **Soil Excavation and Disposal:** No contaminated soils (as defined in the Wisconsin Administrative Code) shall be excavated and removed from the Property, unless the

soil is excavated and/or removed (as applicable) in a manner and (in the case of removal of soils) to a disposal facility approved in writing in advance by Grantor. Management, excavation and any removal of soil at or from the Property must be governed by a written plan in form and substance acceptable to Grantor (a "Soil Management Plan") that will be developed at the time of Grantee's (or any other Grantee Party's) request for removal or excavation of soil. Except as may be specifically provided in the Soil Management Plan which has been approved by Grantor, or any other written contractual relationship between the parties, Grantor shall not be obligated to pay any cost related to the excavation and/or development of the Property. Grantee and the other Grantee Parties shall be solely responsible for any and all soil excavation, hauling, transportation, and disposal costs pursuant to the Soil Management Plan.

The above covenants and use restrictions bind and restrict the Property as covenants and restrictions running with the land and are deemed to benefit Grantor as an owner or lessee of lands in Brown County, Wisconsin, or as the operator of commercial operations in such County. These restrictive covenants will remain in full force and effect indefinitely, unless waived in writing by Grantor (at which time these restrictive covenants will lapse and terminate and be of no further force or effect).

3.2 Basement/Excavation Restriction: No basements or other underground improvements, with the exception of building footings, underground utilities, and underground storage tanks, piping, lines, and associated equipment will be constructed on the Property.

The above covenant and use restriction binds and restricts the Property as a covenant and restriction running with the land and is deemed to benefit Grantor as an owner or lessee of lands in Brown County, Wisconsin, or as the operator of commercial operations in such County. This restrictive covenant will remain in full force and effect indefinitely, unless waived in writing by Grantor (at which time this restrictive covenant will lapse and terminate and be of no further force or effect).

3.3 Relocation of Monitoring Wells and Remediation Equipment: In the event that monitoring wells or other remediation equipment (collectively the "Remediation Equipment") owned by Grantor or its contractors or consultants are: (i) present at the Property on the date of this conveyance, (ii) subsequently required to be present on the Property after the date of this conveyance by any local, state, or federal agency having jurisdiction over the Property, or (iii) otherwise installed at the Property by Grantor or its contractors or consultants, no Grantee Party will interfere with the use or operation of the Remediation Equipment, or damage or destroy (or permit the damage or destruction of) any Remediation Equipment. In the event Grantee or any other Grantee Party damages or destroys any Remediation Equipment, Grantee or such other Grantee Party (as applicable) shall pay, upon demand, Grantor's costs in repairing or replacing same.

No Grantee Party shall remove or relocate any Remediation Equipment without the prior written consent of Grantor. In the event that Grantor consents to any such removal or relocation, then either (at Grantor's sole election): (i) Grantee (or such other Grantee Party (as applicable)) shall perform such removal and/or relocation at its sole cost and expense, pursuant to plans and specifications which have been approved in writing by Grantor, and using contractors acceptable

to Grantor (in which event Grantor and its contractors and consultants shall have the right to be present at, and supervise, such removal or relocation), or (ii) Grantor shall perform (or cause to be performed) such removal and/or relocation, but all costs and expenses of such removal or relocation shall be borne solely by Grantee or such other Grantee Party (as applicable), and Grantee or such other Grantee Party (as applicable) shall promptly reimburse Grantor for any such costs or expenses paid, sustained or incurred by Grantor.

The above covenants and use restrictions bind and restrict the Property as covenants and restrictions running with the land and are deemed to benefit Grantor as an owner or lessee of lands in Brown County, Wisconsin, or as the operator of commercial operations in such County. These restrictive covenants will remain in full force and effect indefinitely, unless waived in writing by Grantor (at which time these restrictive covenants will lapse and terminate and be of no further force or effect).

3.4 Engineered Barrier: All portions of the Property, which are, as of the date hereof, covered with an engineered barrier consisting of a concrete or asphalt surface, or such other impermeable surface which is approved by applicable state or federal regulations, and which is sufficient to inhibit the inhalation or ingestion of contaminated media and to impede contaminant migration to any groundwater at or adjacent to the Property, shall continue to be and remain covered by such engineered barrier. Said concrete or asphalt surface on the Property shall be maintained and kept in good repair by Grantee and the other Grantee Parties (at their sole cost and expense) in compliance with all laws, rules, restrictions, ordinances and court orders.

The above covenants and use restrictions bind and restrict the Property as covenants and restrictions running with the land and are deemed to benefit Grantor as an owner or lessee of lands in Brown County, Wisconsin, or as the operator of commercial operations in such County. These restrictive covenants will remain in full force and effect indefinitely, unless waived in writing by Grantor (at which time these restrictive covenants will lapse and terminate and be of no further force or effect).

3.5 Construction Workers' Caution Statement: Prior to conducting any intrusive activities with respect to the Property which may cause human exposure to contaminated soil, Grantee and the other Grantee Parties shall cause all construction workers performing or assisting with such activities to be notified of possible petroleum hydrocarbon encounters and appropriately trained and certified in accordance with all environmental, health and safety laws, rules, regulations and ordinances, including, without limitation, any and all Occupational Safety and Health Administration (OSHA) Hazardous Waste Operations and Emergency Response (HAZWOPER) requirements (including, without limitation, those set forth in 29 CFR 1910.120). Such training shall at a minimum include both an initial 40 hour and future 8 hour refresher training and certifications in compliance with OSHA HAZWOPER requirements and any similar applicable requirements (whether existing as of the date of this conveyance or enacted or promulgated in the future).

The above covenants and use restrictions bind and restrict the Property as covenants and restrictions running with the land and are deemed to benefit Grantor as an owner or lessee of lands in Brown County, Wisconsin, or as the operator of commercial operations in such County.

These restrictive covenants will remain in full force and effect indefinitely, unless waived in writing by Grantor (at which time these restrictive covenants will lapse and terminate and be of no further force or effect).

4. **Certain Environmental Covenants:**

4.1 **Cooperation:** Grantee and each of the other Grantee Parties agrees to cooperate with Grantor and with all local, state, and federal environmental agencies having jurisdiction over the Property in obtaining environmental site closure, to industrial standards, for any environmental contamination relating to or arising out of Grantor's prior use of the Property. Said cooperation may include, but not be limited to, the following:

(i) execution of any and all documentation as may be necessary, in Grantor's sole discretion, to obtain environmental site closure (which shall include, but not be limited to, Grantor's receipt of a "Conditional Closure Letter" and a "No Further Action Letter" from the Department for the Property (which documentation may impose further use and operating restrictions (and/or use and operating restrictions similar to those set forth in this Exhibit B) on the use of the Property by Grantee and the other Grantee Parties);

(ii) attendance at any meetings reasonably requested by Grantor relating to environmental contamination and remediation efforts on the Property (and/or any contamination that may have migrated from the Property to adjacent properties); and/or

(iii) such other further reasonable acts as may be required in order to obtain environmental site closure for any past, present, or future environmental incident relating to Grantor's prior use, ownership or operation of the Property.

(iv) should Grantee or any Grantee Party fail or refuse to sign such documentation, or are unavailable to sign such documentation (after reasonable inquiry by Grantor (such reasonableness to be determined by Grantor in its sole discretion)), Grantee or Grantee Parties hereby irrevocably appoint any Environmental Business Manager of BP PRODUCTS NORTH AMERICA INC., a Maryland corporation, f/k/a Amoco Oil Company (or any successor corporation thereto), as its attorney-in-fact to sign and execute such documentation for and on behalf of Grantee or Grantee Parties.

Grantee and each of the other Grantee Parties further authorizes Grantor to record one or more "No Further Action Letters" against the Property, if and when the same is/are obtained by Grantor from the Department and are required to be recorded pursuant to applicable law.

The above covenants and use restrictions bind and restrict the Property as covenants and restrictions running with the land and are deemed to benefit Grantor as an owner or lessee of lands in Brown County, Wisconsin, or as the operator of commercial operations in such County. These restrictive covenants will remain in full force and effect indefinitely, unless waived in writing by Grantor (at which time these restrictive covenants will lapse and terminate and be of no further force or effect).

4.2 Acceptance of Condition of Property: Grantee has accepted the Property, including without limitation its environmental condition, in "AS IS" condition, subject only to any covenants and obligations of Grantor to Grantee which are expressly set forth in the Purchase and Sale Agreement between Grantor and Grantee with respect to the Property (or any other documents or instruments executed and delivered by Grantor and Grantee pursuant to said Purchase and Sale Agreement) (collectively, "Contractual Obligations"). Grantee acknowledges that the purchase price which it has paid for the Property reflects: (i) the fact that each and all of the covenants and restrictions set forth in this Exhibit B shall be recorded against the Property and shall be binding on Grantee and the other Grantee Parties, (ii) the fact that Grantee has agreed to acquire the Property, including without limitation its environmental condition, in "AS IS" condition (subject only to Grantor's Contractual Obligations (if any) to Grantee), and (iii) the fact that Grantee has agreed to acquire the Property subject to the presence, whether known or unknown, of any environmental contamination which may have occurred during or prior to the period of Grantor's ownership, use and/or operation of the Property (subject only to Grantor's Contractual Obligations (if any) to Grantee).

The above covenants and use restrictions bind and restrict the Property as covenants and restrictions running with the land and are deemed to benefit Grantor as an owner or lessee of lands in Brown County, Wisconsin, or as the operator of commercial operations in such County. These restrictive covenants will remain in full force and effect indefinitely, unless waived in writing by Grantor (at which time these restrictive covenants will lapse and terminate and be of no further force or effect).

4.3 Dealings with Governmental Authorities and Third Parties: In the event that Grantee or any other Grantee Party receives any notices or correspondence from any local, state or federal governmental authorities or any third party relating to the environmental condition of the Property, Grantee or such Grantee Party (as applicable) shall immediately forward a copy of same to Grantor. Grantor shall have the right (but not the obligation) to participate with Grantee and the other Grantee Parties in negotiations with and submissions of reports and information, including permits, to any local, state and federal governmental authorities (including, without limitation, the Department). Except to the extent required under applicable law or by court order of a court of competent jurisdiction, neither Grantee nor any other Grantee Party shall submit reports or information regarding any environmental conditions present at (or migrating from) the Property which were caused by Grantor or during Grantor's ownership, use or operation of the Property, without the prior written consent of Grantor.

The above covenants and use restrictions bind and restrict the Property as covenants and restrictions running with the land and are deemed to benefit Grantor as an owner or lessee of lands in Brown County, Wisconsin, or as the operator of commercial operations in such County. These restrictive covenants will remain in full force and effect indefinitely, unless waived in writing by Grantor (at which time these restrictive covenants will lapse and terminate and be of no further force or effect).

5. Defined Terms; Successors; Other: All initially capitalized terms used in this Exhibit B shall have the meanings ascribed to such terms as set forth in the Deed to which this Exhibit B

is attached. By taking title to the Property (or otherwise succeeding, directly or indirectly, to any of Grantee's right, title or interest in or to the Property), each Grantee Party shall be conclusively deemed to have agreed to and accepted each and all of the terms, provisions and conditions of this Exhibit B, and to have agreed to be bound thereby. It is the intention of Grantor and Grantee that the terms, provisions, covenants and restrictions set forth in this Exhibit B shall be deemed to have vested upon the execution and delivery of this Deed by Grantor. If any of the covenants or restrictions contained herein shall be unlawful, void or voidable for violation of the rule against perpetuities, then any such covenants and restrictions shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of George W. Bush (the current President of the United States). If any of the covenants or restrictions contained herein shall be unlawful, void or voidable for violation of any other statutory or common law rule(s) or regulation(s) imposing time limits, then any such covenants and restrictions shall continue only for the longest period permitted under such statutory or common law rule(s) or regulation(s). If any term, provision, condition, covenant or restriction in this Exhibit B shall, to any extent, be invalid or unenforceable, the remainder of this Exhibit B (or the application of such term, provision, condition, covenant or restriction to persons or circumstances other than in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision, condition, covenant and restriction set forth in this Exhibit B shall be valid and enforceable to the fullest extent permitted by law. Grantee acknowledges, for itself and the other Grantee Parties, that the breach of any of the covenants or restrictions contained in this Exhibit B on the part of Grantee or any other Grantee Party will result in irreparable harm and continuing damages to Grantor and Grantor's business, and that Grantor's remedy at law for any such breach or threatened breach would be inadequate. Accordingly, in addition to such remedies as may be available to Grantor at law or in equity in the event of any such breach, any court of competent jurisdiction may issue an injunction (both preliminary and permanent), without bond, enjoining and restricting the breach or threatened breach of any such covenant or restriction by Grantee or any other Grantee Party. In the event that Grantee or any Grantee Party shall breach any of the covenants or restrictions set forth in this Exhibit B, then Grantee or such other Grantee Party (as applicable) shall pay all of Grantor's costs and expenses (including reasonable attorneys' fees) incurred in enforcing such covenants and restrictions.

# CERTIFIED SURVEY MAP

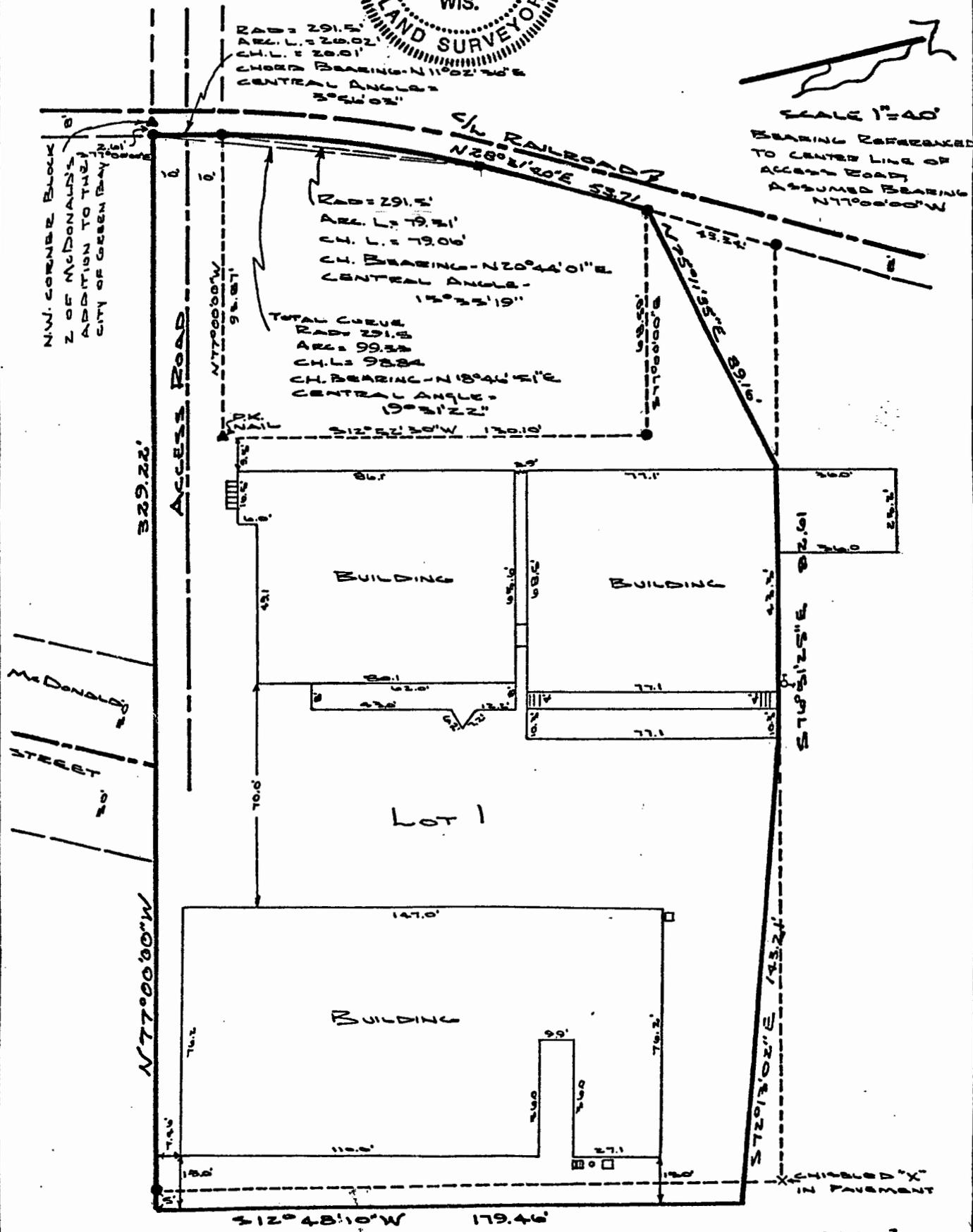
## SURVEYOR'S CERTIFICATE

I, David W. Mau, Registered Land Survey, hereby certify:

That I have surveyed, divided and mapped Part of the Whitney or LaVenture Claim, City of Green Bay, Brown County, Wisconsin described on Page 2.



David W. Mau S-1030  
October 20, 1977



• 1 1/2" IRON PIPE WEIGHING 1.12 LBS/LIN. FOOT SET

876340

7 PAGE 12

Register's Office  
Brown County Wis.  
Received for record the 22<sup>nd</sup> day of Oct.  
A.D. 1977 at 11:20'clock A.M. and  
recorded in Vol. 7.. of Certified  
Survey Maps of Page. 300

SURVEYOR'S CERTIFICATE Continued from Page 1

*Sam DeBa*  
Register of Deeds

Commencing at the Northwest corner of Block 2 of McDonald's Addition to the City of Green Bay; thence S77°00'00"E, 2.61 feet to a point on the southerly line of a 20 foot access road being the point of beginning and lying 8 feet easterly of the centerline of a Chicago & Northwestern Railroad spur line; thence 99.33 feet along said line 8 feet easterly of the railroad centerline and being the arc of a 291.50 foot radius curve to the right whose long chord bears N18°46'51"E, 98.84 feet; thence N28°31'40"E, 53.71 feet along said line 8 feet easterly of the railroad centerline; thence N75°11'35"E, 89.16 feet; thence S76°51'25"E, 82.61 feet; thence S72°13'02"E, 143.21 feet; thence S12°48'10"W, 179.46 feet; thence N77°00'00"W, 329.22 feet to point of beginning.

That such plat is a correct representation of all the exterior boundaries of the land survey and the division thereof. That I have made such survey, land-division and plat by direction of the owner listed hereon.

That I have fully complied with the provisions of Chapter 236, Section 236.34 of the Wisconsin Statutes, and the City of Green Bay in surveying, dividing and mapping the same.

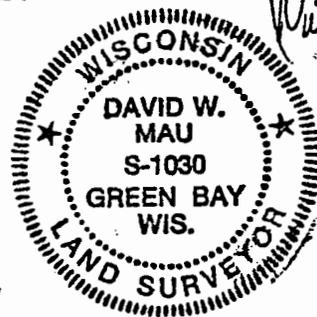
*David W. Mau*  
David W. Mau S-1030  
October 20, 1977

OWNER'S CERTIFICATE

As Owner, I hereby certify that I caused the land described on this Certified Survey Map to be surveyed, divided, mapped and represented hereon.

I also certify that this Certified Survey Map is required to be submitted to the City of Green Bay for approval or objection in accordance with current Land Subdivision Ordinances.

*Richard J. Cullen*  
Standard Oil Division  
Amoco Oil Company  
Richard J. Cullen, Power of Attorney



Personally came before me this 26th day of October, 1977 the above named owner to me known to be the person who executed the foregoing instrument and acknowledged the same.

*Marilyn Gielinski*  
Notary Public  
Brown County, Wisconsin  
MILWAUKEE

My Commission expires 2/8/81

CERTIFICATE OF THE GREEN BAY PLAN COMMISSION

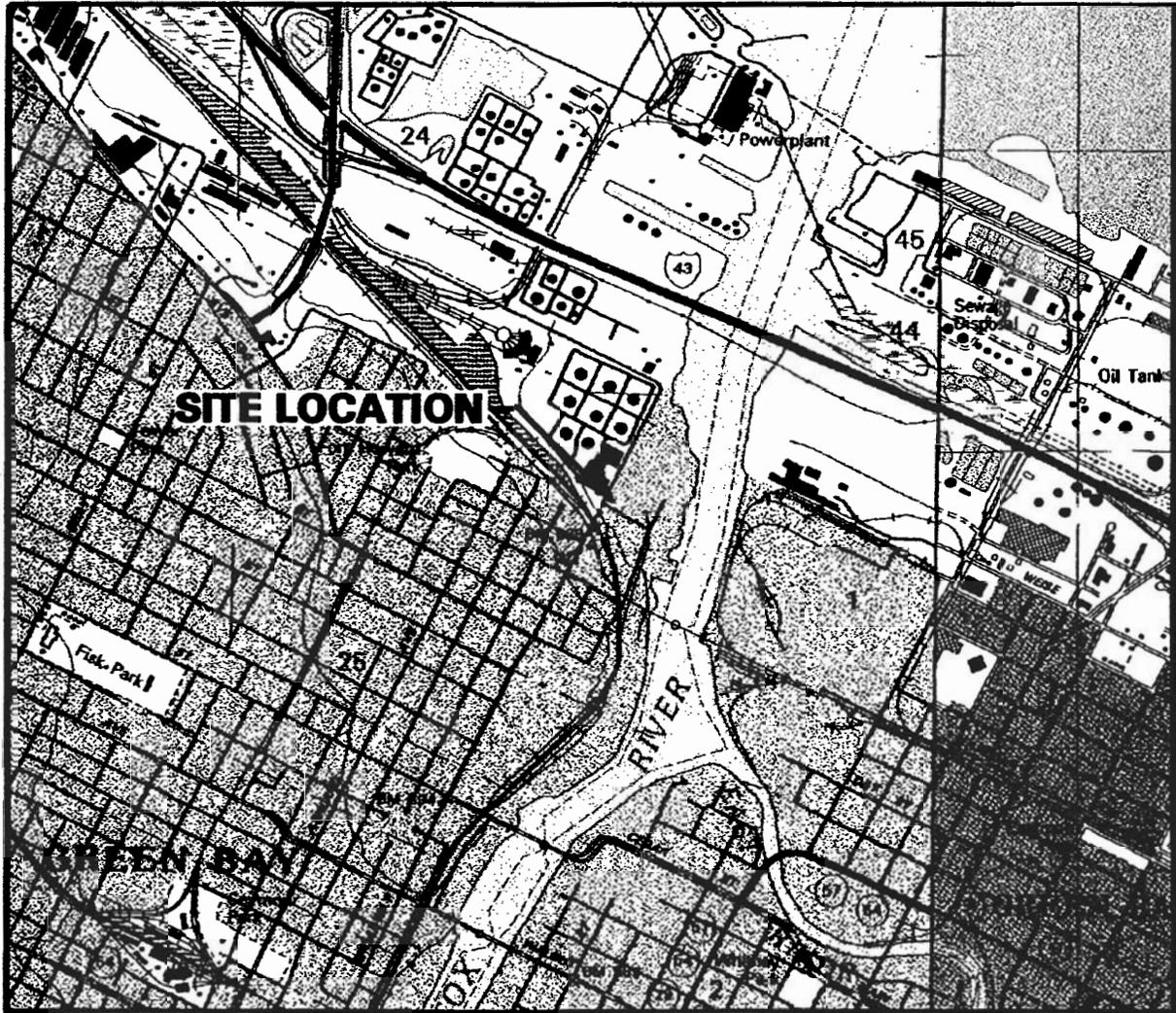
Approved for the Green Bay Plan Commission this 22nd day of November, 1977.

*Dale D. Preston*  
Dale D. Preston  
Senior City Planner

RESTRICTIVE COVENANTS

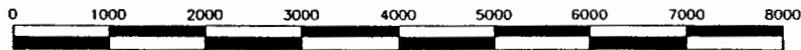
The land in the utility easements in the rear of the lots shall not be graded in such a manner as to interfere with the drainage of storm water.

Each lot owner shall grade the property abutting a street to conform to the adopted sidewalk elevation and to maintain the grade elevation for future sidewalks.



SCALE IN FEET

1" = 2000'



CONTOUR INTERVAL 10 FEET  
NATIONAL GEODETIC VERTICAL DATUM OF 1929



QUADRANGLE LOCATION

BASE MAP SOURCE: USGS GREEN BAY WEST, WISCONSIN 7.5 MINUTE QUADRANGLE, 1992  
BASE MAP SOURCE: USGS GREEN BAY EAST, WISCONSIN 7.5 MINUTE QUADRANGLE, 1982



S:\PROJ\USO\22001373\DRAWINGS\042902-1.DWG

DRAWN BY: KRE PROJECT: USO-1373 DATE: 4/29/02

U.S. OIL - FOX RIVER TERMINAL  
GREEN BAY, WISCONSIN

REV. DATE THIS DRAWING AND ALL INFORMATION CONTAINED THEREON IS THE PROPERTY OF NORTHERN ENVIRONMENTAL INCORPORATED AND SHALL NOT BE COPIED OR USED EXCEPT FOR THE PURPOSE FOR WHICH IT IS EXPRESSLY FURNISHED.

 **Northern Environmental**™  
Hydrologists · Engineers · Geologists

SITE LOCATION AND  
LOCAL TOPOGRAPHY

FIGURE 1



**LEGEND**

- ⊙ MONITORING WELL
- ⊕ SUMP PUMP
- ⊗ BAFFLE FILTRATION SYSTEM
- ⊕ SOIL BORING
- ⊙ AIR SPARGE POINT
- PROPERTY BOUNDARY
- FENCE LINE
- CENTER LINE
- COLLECTION TRENCH
- ABOVE GROUND 4" PIPE
- UNDERGROUND PIPE
- DIKE WATER DRAIN
- ⊙ LIGHT POLE
- POWER POLE
- MANHOLE
- ⊙ SANITARY SEWER MANHOLE
- ⊗ STORM SEWER MANHOLE
- ⊙ CATCH BASIN
- CATCH BASIN
- ↓ HYDRANT
- ⊙ WATER VALVE
- W — WATER LINE
- S — SANITARY SEWER LINE
- ST — STORM SEWER LINE
- G — GAS LINE

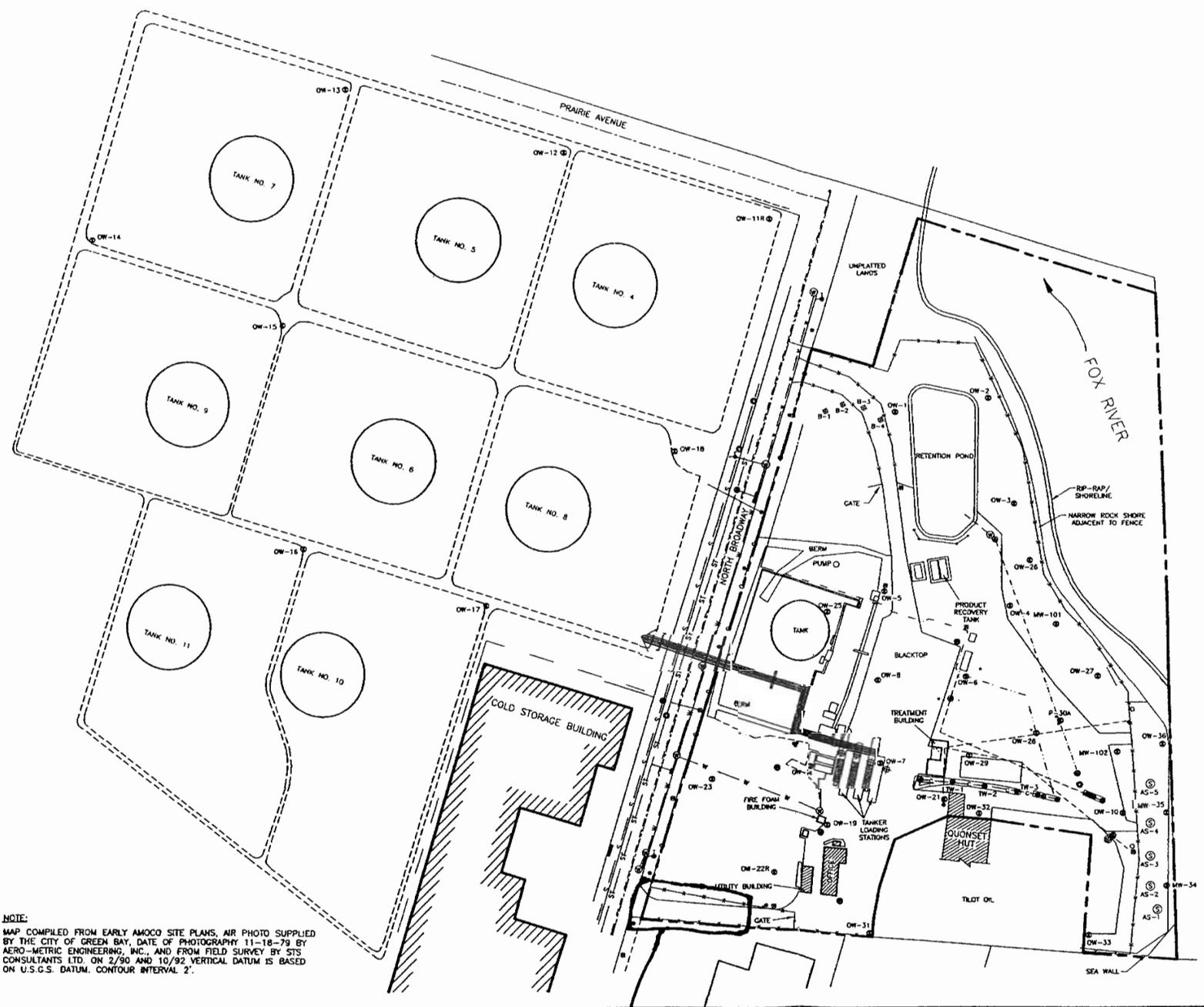


**FIGURE 1**  
SITE MAP  
GREEN BAY TERMINAL  
AMOCO OIL COMPANY  
GREEN BAY, WISCONSIN

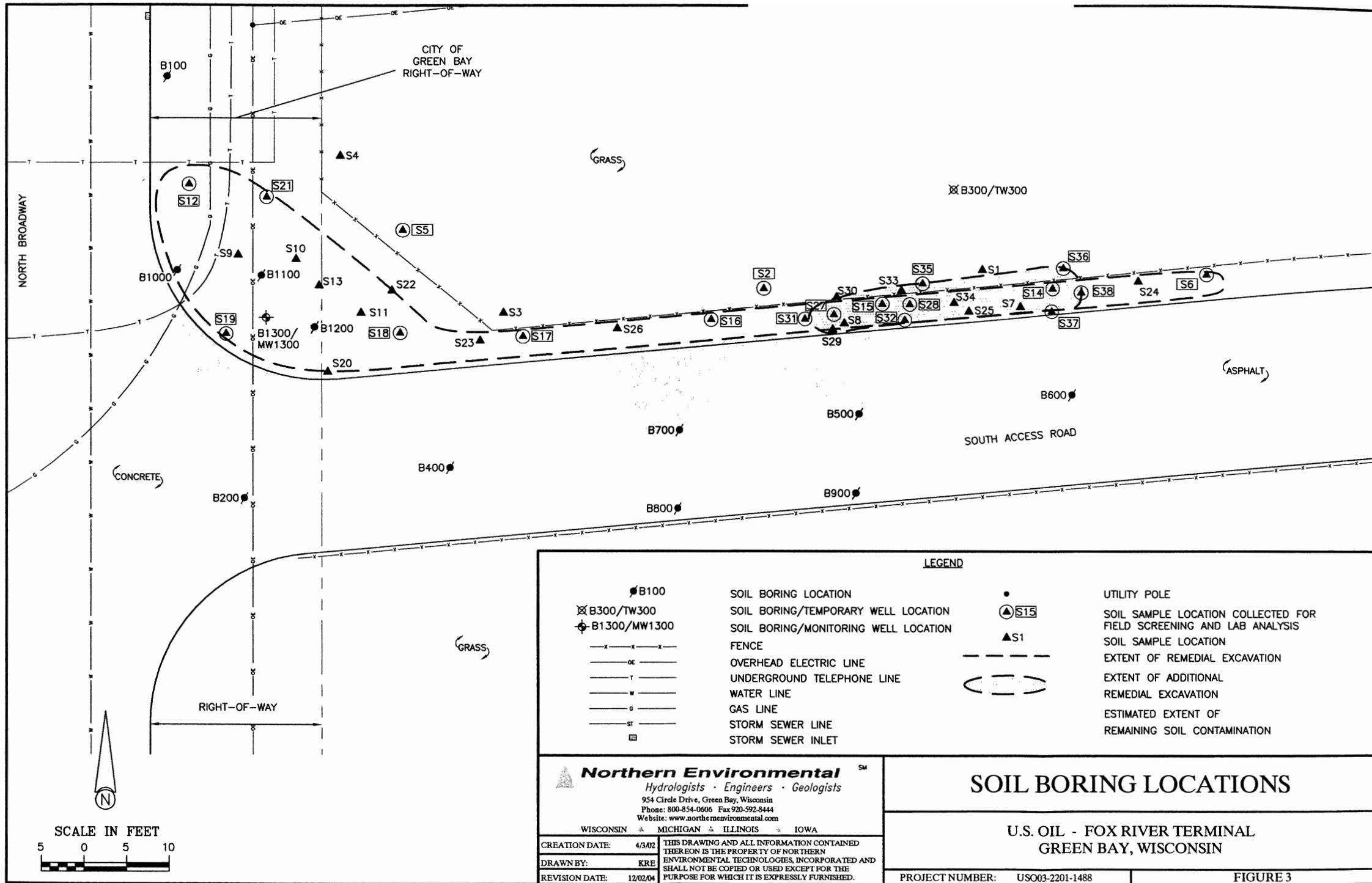
PROJ. NO. 2932-504	PREPARED BY JZ	DRAWN BY DD
DATE 3/7/02	REVIEWED BY	FILE NAME 2932-160



NOTE:  
MAP COMPILED FROM EARLY AMOCO SITE PLANS, AIR PHOTO SUPPLIED BY THE CITY OF GREEN BAY, DATE OF PHOTOGRAPHY 11-18-79 BY AERO-METRIC ENGINEERING, INC. AND FROM FIELD SURVEY BY STS CONSULTANTS LTD. ON 2/90 AND 10/92 VERTICAL DATUM IS BASED ON U.S.G.S. DATUM. CONTOUR INTERVAL 2'.



Area impacted by gasoline spill



LEGEND	
● B100	SOIL BORING LOCATION
⊗ B300/TW300	SOIL BORING/TEMPORARY WELL LOCATION
⊕ B1300/MW1300	SOIL BORING/MONITORING WELL LOCATION
-x-x-x-	FENCE
-oe-	OVERHEAD ELECTRIC LINE
-t-	UNDERGROUND TELEPHONE LINE
-w-	WATER LINE
-g-	GAS LINE
-st-	STORM SEWER LINE
□	STORM SEWER INLET
●	UTILITY POLE
⊕ S15	SOIL SAMPLE LOCATION COLLECTED FOR FIELD SCREENING AND LAB ANALYSIS
▲ S1	SOIL SAMPLE LOCATION
- - - - -	EXTENT OF REMEDIAL EXCAVATION
- - - - -	EXTENT OF ADDITIONAL REMEDIAL EXCAVATION
- - - - -	ESTIMATED EXTENT OF REMAINING SOIL CONTAMINATION

**Northern Environmental** <sup>SM</sup>  
 Hydrologists · Engineers · Geologists  
 954 Circle Drive, Green Bay, Wisconsin  
 Phone: 800-854-0606 Fax 920-592-8444  
 Website: www.northernenvironmental.com

WISCONSIN \* MICHIGAN \* ILLINOIS \* IOWA

CREATION DATE:	4/3/02	THIS DRAWING AND ALL INFORMATION CONTAINED THEREON IS THE PROPERTY OF NORTHERN ENVIRONMENTAL TECHNOLOGIES, INCORPORATED AND SHALL NOT BE COPIED OR USED EXCEPT FOR THE PURPOSE FOR WHICH IT IS EXPRESSLY FURNISHED.
DRAWN BY:	KRE	
REVISION DATE:	12/02/04	

## SOIL BORING LOCATIONS

U.S. OIL - FOX RIVER TERMINAL  
GREEN BAY, WISCONSIN

PROJECT NUMBER: USO03-2201-1488	FIGURE 3
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Storage\USO\2201\488\Drawings\043002-4.dwg, SOIL BORING LOCATIONS, 12/2/2004 3:40:21 PM

**Table 4 Remedial Action Soil Analytical Results, U.S. Oil Fox River Terminal, Green Bay, Wisconsin**

Sample Number	Sample Depth (feet)	PID Response (IUI)	Date Sampled	GRO (mg/kg)	Relevant and Significant Analytical Results						
					Benzene	Ethylbenzene	MTBE	Toluene	1,2,4-Trimethylbenzene	1,3,5-Trimethylbenzene	Xylenes
NR720.09 Residual Contaminant Level				100	5.5	2,900	NE	1,500	NE	NE	4,100
NR 746.06 Table 1 Values				NE	8,500	4,600	NE	38,000	83,000	11,000	42,000
NR 746.06 Table 2 Values				NE	1,100	NE	NE	NE	NE	NE	NE
S2	0.5	5.1	04/11/02	---	<25	<25	<25	<25	<25	<25	<75
S5	0.5	1.6	04/11/02	---	<25	<25	<25	<25	<25	<25	<75
S6	1	1.9	04/11/02	<10	<25	<25	<25	32	30	<25	<75
S12	3	26	04/11/02	<10	<25	<25	<25	<25	<25	<25	<75
S14	2	37	04/11/02	<10	<b>34</b>	63	<25	380	570	240	1,700
S15	2	588	04/11/02	<b>900</b>	<b>2,800</b>	<b>29,000</b>	<250	<b>63,000</b>	94,000	28,000	<b>170,000</b>
S16	2	544	04/11/02	40	<b>64</b>	420	<25	1,200	4,900	1,400	<b>6,400</b>
S17	2	67	04/11/02	<10	<25	87	<25	300	440	110	1,000
S18	3.5	22	04/11/02	<10	<25	<25	<25	<25	<25	<25	<75

**Table 4 Remedial Action Soil Analytical Results, U.S. Oil Fox River Terminal, Green Bay, Wisconsin**

Sample Number	Sample Depth (feet)	PID Response (iui)	Date Sampled	GRO (mg/kg)	Relevant and Significant Analytical Results						
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NR720.09 Residual Contaminant Level				100	5.5	2,900	NE	1,500	NE	NE	4,100
NR 746.06 Table 1 Values				NE	8,500	4,600	NE	38,000	83,000	11,000	42,000
NR 746.06 Table 2 Values				NE	1,100	NE	NE	NE	NE	NE	NE
S19	1.5	413	04/11/02	150	10,000	4,800	<250	31,000	8,800	2,500	25,000
S21	1.5	14	04/11/02	<10	<25	<25	<25	50	34	<25	<75

**Key:**

- GRO = Gasoline Range Organics
- mg/kg = milligrams per kilogram
- µg/kg = micrograms per kilogram
- = Not Analyzed
- J = Analyte detected between the Limit of Detection and the Limit of Quantitation
- NE = Not Established by NR720.09
- 100 = Exceeds Chapter NR 720.09 Residual Contaminant Level

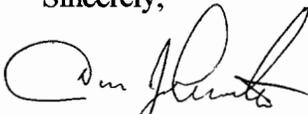
December 21, 2004

To Whom It May Concern:

RE: Legal Descriptions for GIS Registry, U.S. Oil Fox River Terminal, 1124 North Broadway Street, Green Bay, Wisconsin; BRRTS #02-05-385708

The legal description attached to this letter for the Fox River Terminal, located at 1124 North Broadway, Green Bay, Wisconsin is complete and accurate.

Sincerely,



Don Johnston, CHMM  
Corp. Environmental Mgr.

DJ/dj

December 3, 2003  
(USO03-2200-1488)

Mr. Tom Giese  
City of Green Bay  
Department of Public Works  
100 North Jefferson Street  
Green Bay, Wisconsin 54301

RE: Notification of Remaining Petroleum Contamination in North Broadway Street Right-of-Way adjacent to 1124 North Broadway Street, Green Bay, Wisconsin

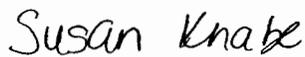
Dear Mr. Giese:

Per Section NR 726.05, Wisconsin Administrative Code (Wis. Adm. Code), Northern Environmental Technologies, Incorporated (Northern Environmental) is submitting a notification to the City of Green Bay that petroleum contamination remains beneath the North Broadway Street right-of-way adjacent to U.S. Oil's Fox River Terminal, 1124 North Broadway Street, Green Bay, Wisconsin (the Site). Soil sampling results indicate the Site is eligible for case closure by the Wisconsin Department of Natural Resources (WDNR).

The petroleum contamination originated during an unleaded gasoline spill during February 2002. A majority of impacted soil was excavated from the Site. However, petroleum impacted soil remains along U.S. Oil's south access road and in the North Broadway Street right-of-way. Contaminated soil is present at 1.5 feet below grade (fbg) and extends to 3.5 fbg, the approximate depth of the water table. Additional excavation in this area was not completed because the remaining contamination is located beneath the south access road. A map showing the estimated extent of the petroleum impacted soil and a summary of the soil analytical results are enclosed.

Precautions may need to be taken when excavating in this area in the future. If you have any questions or concerns regarding the remaining petroleum contamination, please feel free to call Northern Environmental at (920) 592-8400.

Sincerely,  
**Northern Environmental  
Technologies, Incorporated**



Susan T. Knabe  
Hydrogeologist

  
Bruce D. Meissner, PG  
Senior Hydrogeologist

STK/amk

Enclosures

c: Mr. Don Johnston, CHMM, U.S. Oil Co., Inc.  
©2003 Northern Environmental Technologies, Inc

S:\PROJ\USO\22001373\DRAWINGS\043002-4.DWG

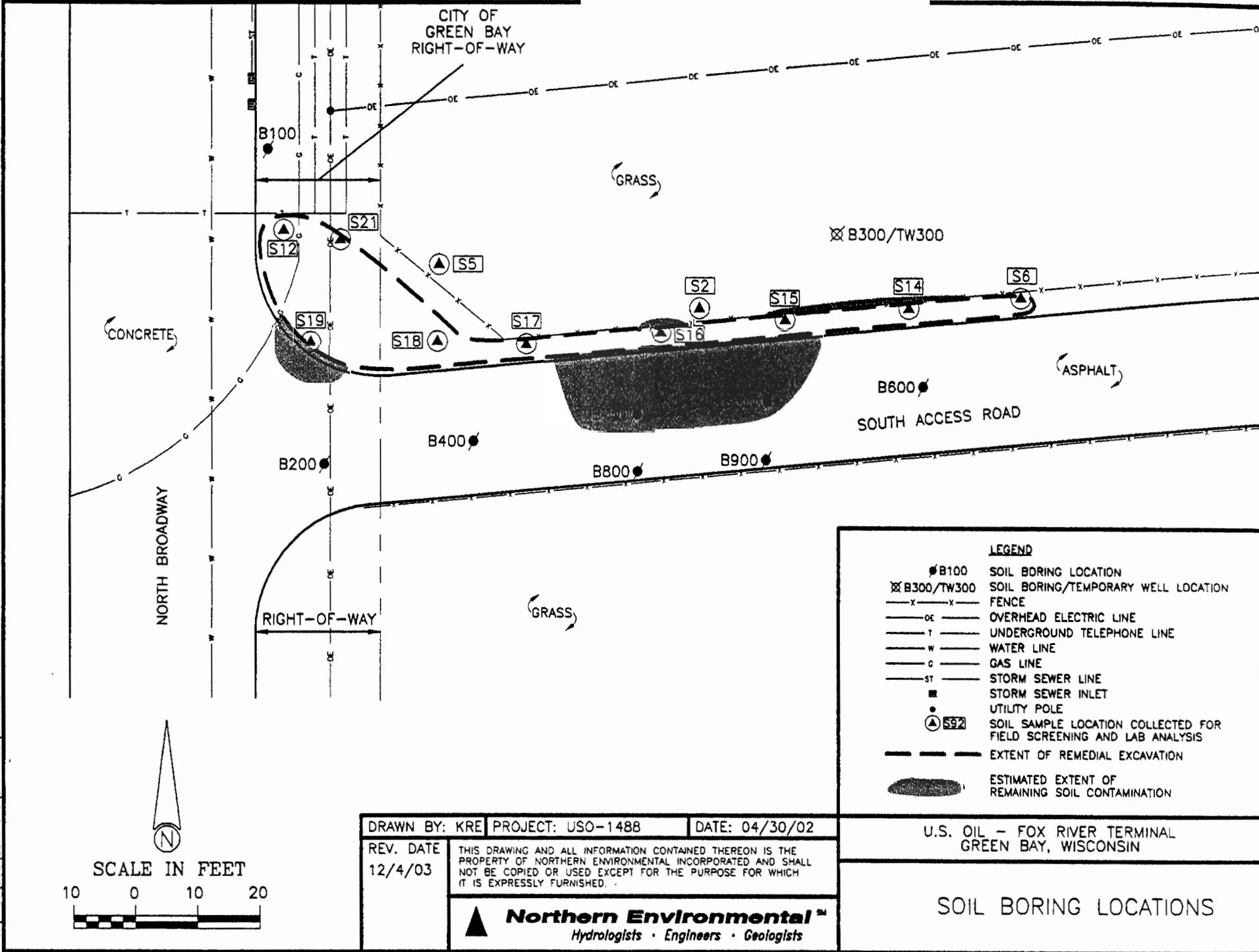


FIGURE 3

Table 2 Site Investigation Soil Analytical Results, U.S. Oil Terminal, Green Bay, Wisconsin

Boring Number	Sample Number	Sample Depth (feet)	PID Response (iui)	Date Sampled	Relative and Significant VOC Analytical Results (µg/l)							
					GRO (mg/kg)	Benzene	Ethylbenzene	MTBE	Toluene	1,2,4-Trimethylbenzene	1,3,5-Trimethylbenzene	Xylenes
NR 720.09 Residual Contaminant Level					100	5.5	2,900	NE	1,500	NE	NE	4,100
NR 746.06 Table 1 Values					NE	8,500	4,600	NE	38,000	83,000	11,000	42,000
NR 746.06 Table 2 Values					NE	1,100	NE	NE	NE	NE	NE	NE
B100	S101	0-2	4.6	04/18/03	<2.8	<25	<25	<25	<25	<25	<25	<75
B200	S201	0-2	12.7	04/18/03	<2.6	<25	<25	<25	<25	<25	<25	<75
B300	S301	0-2	16.5	04/18/03	<3.0	<25	<25	<25	<25	<25	<25	<75
B400	S401	1-3	8	04/18/03	<2.9	<25	<25	<25	<25	<25	<25	<75
B500	S501	1-3	12.5	04/18/03	40	57 J	300	<25	790	1,500	1,600	2,900
B600	S601	1-3	8	04/18/03	<2.7	<25	<25	<25	48 J	31 J	<25	88 J
B700	S701	1-3	20.1	04/18/03	4.3	150	280	<25	650	86	50 J	810
B800	S801	1-3	0	07/23/03	---	<25	<25	<25	33 J	50 J	<25	<75
B900	S901	1-3	0	07/23/03	---	<25	<25	<25	69	61 J	<25	167 J

- Key:
- GRO = Gasoline Range Organics
  - MTBE = Methyl-Tertiary-Butyl-Ether
  - mg/kg = milligrams per kilogram
  - µg/kg = micrograms per kilogram
  - 
  - J = Analyte detected between the Limit of Detection and the Limit of Quantitation
  - NE = Not Established by Wis. Adm. Code
  - RCL = Residual Contaminant Level
  - 100 = Exceeds Chapter NR 720 Wis. Adm. Code RCL

**Table 2 Soil Analytical Results, U.S. Oil Fox River Terminal, Green Bay, Wisconsin**

Sample Number	Sample Depth (feet)	PID Response (iui)	Date Sampled	GRO (mg/kg)	Relevant and Significant Analytical Results						
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S6	1	1.9	04/11/02	<10	<25	<25	<25	32	30	<25	<75
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S16	2	544	04/11/02	40	<b>64</b>	420	<25	1,200	4,900	1,400	<b>6,400</b>
S17	2	67	04/11/02	<10	<25	87	<25	300	440	110	1,000
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