

**GIS REGISTRY INFORMATION**

**SITE NAME:** Vacuum Cleaner Service Center

**BRRTS #:** 03-05-252737 **FID # (if appropriate):** \_\_\_\_\_

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

**CLOSURE DATE:** 06/29/2006

**STREET ADDRESS:** 1200 East Mason Street

**CITY:** Green Bay

**SOURCE PROPERTY GPS COORDINATES** (meters in WTM91 projection): X= 678609 Y= 449599

**CONTAMINATED MEDIA:** soil  groundwater  both

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

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

**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	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)	X
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	X
GW: Latest groundwater flow direction/monitoring well location map (should be 2 maps if maximum variation in flow direction is greater than 20 degrees)	X
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)	X
RP certified statement that legal descriptions are complete and accurate	X
Copies of off-source notification letters (if applicable)	
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	
Copy of any maintenance plan referenced in the deed restriction. ATTACHED TO CLOSURE LETTER	X



## State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

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

Northeast Region Headquarters  
2984 Shawano Ave., P.O. Box 10448  
Green Bay, Wisconsin 54307-0448  
Telephone 920-662-5100  
FAX 920-662-5413  
TTY Access via relay - 711

June 29, 2006

Mr. Chip Deering  
3434 Willow Road  
Green Bay, WI 54311

SUBJECT: Final Case Closure  
Vacuum Cleaner Service Center, 1200 East Mason Street, Green Bay, WI  
WDNR BRRTS #: 03-05-252737

Dear Mr. Deering:

On December 16, 2005, the 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 December 20, 2005, the Department sent you a closure denial letter outlining the conditions you needed to meet in order to achieve final site closure. One of the conditions identified in that letter was the filing of a deed restriction on the above referenced property. As communicated to your consultant Mr. James Caine, Robert E. Lee & Associates, Inc., new legislation (Act 418) that eliminates the requirement for filing a deed restriction became effective on June 3, 2006. Per email correspondence from Mr. Caine dated June 28, 2006, it is the Department's understanding that both the responsible party (Mr. Deering) and the future property owner (Bellin Health) would like to pursue closure of the above referenced site using the new legislation.

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, Wisconsin Administrative Code. The Department considers this case closed and no further investigation or remediation is required at this time.

Please be aware that pursuant to s. 292.12 Wisconsin Statutes, compliance with the requirements of this letter is a responsibility to which the current property owner and any subsequent property owners must adhere. If these requirements are not followed or if additional information regarding site conditions indicates that contamination on or from the site poses a threat to public health, safety, welfare, or the environment, the Department may take enforcement action under s. 292.11 Wisconsin Statutes to ensure compliance with the specified requirements, limitations or other conditions related to the property or this case may be reopened pursuant to s. NR 726.09, Wis. Adm. Code. It is the Department's intent to conduct inspections in the future to ensure that the conditions included in this letter including compliance with referenced maintenance plans are met.

Pursuant to s. 292.12(2)(a), Wis. Stats., the pavement or other impervious cap that currently exists in the location shown on the attached map shall be maintained in compliance with the **attached maintenance plan** dated April 10, 2006, in order to minimize the infiltration of water and prevent additional groundwater contamination that would violate the groundwater quality standards in ch. NR 140, Wis. Adm. Code, and to prevent direct contact with residual soil contamination that might otherwise pose a threat to human health. If soil in the specific locations described above is excavated in the future, 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 would be considered solid or hazardous waste and ensure that any storage, treatment or disposal is in compliance with applicable statutes 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 during excavation activities to prevent a health threat to humans.

The following activities are prohibited on any portion of the property where pavement over contaminated material is required as shown on the attached map, unless prior written approval has been obtained from the Wisconsin Department of Natural Resources: 1) removal of the existing barrier; 2) replacement with another barrier; 3) excavating or grading of the land surface; 4) filling on capped or paved areas; 5) plowing for agricultural cultivation; or 6) construction or placement of a building or other structure.

In addition, depending on site-specific conditions, construction over contaminated materials may result in vapor migration into enclosed structures or migration along newly placed underground utility lines. The potential for vapor inhalation and mitigation should be evaluated when planning any future redevelopment, and measures should be taken to ensure the continued protection of public health, safety, welfare and the environment at the site.

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 GIS 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 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://www.dnr.state.wi.us/org/water/dwg/3300254.pdf> or at the web address listed above for the GIS Registry.

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.

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 Keld B. Lauridsen at (920) 662-5420.

Sincerely,

A handwritten signature in black ink, appearing to read "Bruce G. Urben". The signature is fluid and cursive, with a large initial "B" and "U".

Bruce G. Urben

NER Remediation & Redevelopment Team Supervisor

cc: James Caine, Robert E. Lee & Associates, Inc. (electronic copy)  
Bellin Health, Attn: Paul Vlies,  
744 South Webster Avenue, Green Bay, WI 54301

## **EXHIBIT B**

### **Vacuum Cleaner Service Center Pavement Cover Maintenance Plan**

**April 10, 2006**

**Property Located at:  
1200 East Mason Street, Green Bay, WI 54301**

**WDNR BRRTS Activity # 03-05-252737**

**TAX Parcel #14-1220**

**LEGAL DESCRIPTION:** The West Forty-six (46) feet of the North Eighty (80) feet of Lot Fourteen (14), Block One Hundred Twenty (120) according to the recorded Plat of Astor, in the City of Green Bay, Brown County, Wisconsin, subject to an encroachment as described in Volume 204, Deed 249; and also subject to and with agreements recorded in Volume 16, Miscellaneous Records 35; and Volume 16, Miscellaneous Records 36.

### **INTRODUCTION**

This document is the maintenance plan for a pavement cover at the above-referenced property in accordance with the requirements of s. NR 724.13(2), Wisconsin Administrative Code. The maintenance activities relate to the existing paved surfaces occupying the area over the contaminated groundwater plume or soil on-site. The contaminated soil is impacted by Diesel Range Organics (DRO), Gasoline Range Organics (GRO), Benzene, Ethylbenzene, Xylene, and Benzo(a)pyrene. The contaminated groundwater plume is impacted by Benzene, Ethylbenzene, Naphthalene, Trimethylbenzenes, Benzo(a)pyrene, Chrysene, and Fluorene. The location of the paved surfaces to be maintained in accordance with this maintenance plan, as well as the impacted groundwater plume and soil are identified in the attached map (Attachment A).

### **PAVEMENT COVER BARRIER PURPOSE**

The paved surfaces over the contaminated groundwater plume and soil serve as a barrier to prevent direct human contact with residual soil contamination that might otherwise pose a threat to human health. These paved surfaces also act as a partial filtration barrier to minimize future soil-to-groundwater contamination migration that would violate the groundwater standards in ch. NR 140, Wisconsin Administrative Code. Based on the current and future use of the property, the barrier should function as intended unless disturbed.

## **ANNUAL INSPECTION**

The paved surfaces overlying the contaminated groundwater plume and soil and as depicted in Attachment A will be inspected once a year, normally in the spring after all snow and ice is gone, for deterioration, cracks, and other potential problems that can cause additional infiltration into or exposure to underlying soils. The inspections will be performed to evaluate damage due to settling, exposure to the weather, wear from traffic, increasing age, and other factors. Any area where soils have become or are likely to become exposed will be documented. A log of the inspections and any repairs will be maintained by the property owner and is included as Attachment B, Pavement Inspection Log. The log will include recommendations for necessary repair of any areas where underlying soils are exposed. Once repairs are completed, they will be documented in the inspection log. A copy of the inspection log will be sent to the Wisconsin Department of Natural Resources ("WDNR") at least annually after every inspection, unless otherwise directed in the case closure letter.

## **MAINTENANCE ACTIVITIES**

If problems are noted during the annual inspections or at any other time during the year, repairs will be scheduled as soon as practical. Repairs can include patching and filling operations or they can include larger resurfacing or construction operations. In the event that necessary maintenance activities expose the underlying soil, the owner must inform maintenance workers of the direct contact exposure hazard and provide them with appropriate person protection equipment ("PPE"). The owner must also sample any soil that is excavated from the site prior to disposal to ascertain if contamination remains. The soil must be treated, stored and disposed of by the owner in accordance with applicable local, state, and federal law.

In the event the paved surfaces overlying the contaminated groundwater plume or soil are removed or replaced, the replacement barrier must be equally impervious. Any replacement barrier will be subject to the same maintenance and inspection guidelines as outlined in this Maintenance Plan unless indicated otherwise by the WDNR or its successor.

The property owner, in order to maintain the integrity of the paved surfaces, will maintain a copy of this Maintenance Plan on-site and make it available to all interested parties (i.e. ,on-site employees, contractors, future property owners, etc.) for viewing.

## **AMENDMENT OR WITHDRAWAL OF MAINTENANCE PLAN**

This maintenance plan can be amended or withdrawn by the property owner and its successors with the written approval of WDNR.

Contact Information (as of March, 2006):

Site Owner and Operator: Dale F. & Ericka E. Deering, Jr.  
3434 Willow Road, Green Bay, WI 54311  
(920) 465-1451

Consultant: Robert E. Lee & Associates, Inc.  
Attn: Mr. James P. Caine  
4664 Golden Pond Park Court., Oneida, WI 54155  
(920) 662-9641

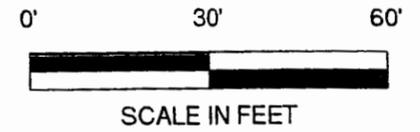
WDNR: Mr. Keld Lauridsen  
Wisconsin Department of Natural Resources  
P.O. Box 10448, Green Bay, WI 54307-0448  
(920) 662-5420

ROOSEVELT STREET

APPROXIMATE AREA IN EXCEEDANCE OF NR720 SOIL STANDARDS

FORMER GASOLINE TANKS

EAST MASON STREET



**LEGEND**

- GP-1 GEOPROBE LOCATION
- STORM INLET
- LIGHT POLE
- SB-1 SOIL BORING LOCATION
- MW-1 MONITORING WELL LOCATION
- HA-1 HAND AUGER LOCATION

APPROXIMATE AREA OF NR140 ENFORCEMENT STANDARD EXCEEDANCES

EXISTING BUILDING

WASTE OIL TANK AREA

VACUUM CLEANER SERVICE

PAVED SURFACES TO BE MAINTAINED

12 ASPHALT

GRASS

11

MW-2

FORMER KEROSENE TANK

ANN'S PETS

10

FORMER GASOLINE TANK

PROPERTY LINE

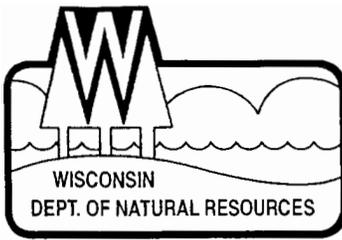
VACUUM CLEANER SERVICE  
1200 EAST MASON STREET  
GREEN BAY, WISCONSIN

SITE MAP

Attachment A

### PAVEMENT INSPECTION LOG

Inspection Date	Inspector	Condition of Cap	Recommendations	Have Recommendations from previous inspection been implemented?



## 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

December 20, 2005

Chip Deering  
3434 Willow Road  
Green Bay, WI 54311

Subject: Case Closure Denial for Vacuum Cleaner Service,  
1200 East Mason Street, Green Bay, Wisconsin  
WDNR BRRTS Activity # 03-05-252737

Dear Mr. Deering:

On December 16, 2005, the Northeast Region Closure Committee reviewed your request for closure of the case described above. The 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 your closure request, the closure committee has denied closure because additional requirements must be met. The purpose of this letter is to inform you of the remaining requirements for obtaining closure, and to request your written response within 60 days of receiving this letter.

Your site was denied closure because no deed restriction was provided, which is required in order to comply with state law and administrative codes. It appears your site has been adequately investigated and may be eligible for case closure if certain minimum closure requirements are met. Once you complete the tasks below, your site will be reconsidered for closure.

### **DEED RESTRICTION FOR CONTAMINATED SOIL**

To close this site, the Department requires that a deed restriction be signed and recorded to address remaining soil contamination associated with the site. You can find a model deed restriction on our web site at <http://www.dnr.state.wi.us/org/aw/rr/technical/index.htm>. This section of our web site includes a link labeled "Institutional Controls Guidance," which leads to an electronic copy of PUB\_RR\_606, "Guidance on Case Close Out and the Requirements for Institutional Controls and VPLE Environmental Insurance." This guidance document includes a model deed restriction that you should use to satisfy this closure requirement. Other helpful information on deed restrictions may also be accessed on this web page. However, if you are unable to obtain this from our web site, please contact me and I will send you a copy of an applicable model deed restriction.

The purpose of a deed restriction at this site is to:

- (1) Maintain a surface barrier over the remaining soil contamination to:
  - (a) Prevent contamination from impacting human health through direct contact.
  - (b) Prevent contamination from impacting groundwater due to the infiltration of precipitation. (See Option 3 in the model deed restriction in the appendix of PUB\_RR\_606.)

You will need to submit a draft deed restriction to me for review and Department approval, before the deed document is signed and recorded. To assist us in our review of the draft deed restriction, you must also submit a copy of the property deed (and certified survey map or relevant portion of the recorded plat map if referenced in the deed). After the Department has reviewed and approved the draft document for completeness, you will need to sign it if you own the property, or have the appropriate property owner sign it, and have it recorded by the Brown County Register of Deeds. **Then you must submit a copy of the recorded document, with the recording information stamped on it, to me within 30 days of receiving the final, approved deed document from the Department.** Please be aware that if a deed restriction is recorded for the wrong property because of an inaccurate legal description or parcel identification number that you have provided, you will be responsible for recording corrected documents at the Register of Deeds Office.

#### **MAINTENANCE PLAN**

To close this site, the Department requires that the building and asphalt cover at the site must be maintained to minimize direct contact concerns and for groundwater protection. The cover is to be maintained in accordance with a plan prepared and submitted to the Department pursuant to s. NR 724.13(2), Wis. Adm. Code. The maintenance plan should be submitted to me at the same time as the draft deed restriction for Department review and approval.

#### **PURGE WATER, WASTE AND SOIL PILE REMOVAL**

Any remaining monitoring well 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. Once that work is completed, please send a letter documenting that any remaining purge water, waste and/or soil piles have been removed.

#### **MONITORING WELL ABANDONMENT**

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 Keld Lauridsen 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. **NOTE: MONITORING WELLS SHOULD BE ABANDONED ONLY IF ALL OTHER REQUIREMENTS OF CLOSURE ARE MET.**

When all the above requirements have been satisfied, please submit a letter, together with any required documentation, to let me know that applicable requirements have been met. 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 GIS Registry. To review the sites on the GIS Registry web page, visit <http://maps.dnr.state.wi.us/brrts>.

Note: case closure will be approved only if all the above requirements have been satisfied, including submitting the required documentation to the Department. **Please satisfy these requirements within 60 days of the date of this letter. If these requirements have not been met your site will remain "open" and additional remedial actions may be necessary by you to eliminate the need for these requirements.**

We appreciate your efforts to restore the environment at this site. If you have any questions regarding this letter, please contact me at (920) 662-5420.

Sincerely,



Keld Lauridsen

Hydrogeologist

Remediation & Redevelopment Program

cc: James Caine, Robert E. Lee & Associates, Inc., 4664 Golden Pond Park Court, Oneida, WI 54155

1143877

LAND CONTRACT

Individual and Corporate  
(TO BE USED FOR ALL TRANSACTIONS WHERE OVER  
\$25,000 IS FINANCED AND IN OTHER NON-CONSUMER  
ACT TRANSACTIONS)

J 12802 1 45

REGISTER OF DEEDS  
BROWN COUNTY

1987 DEC 28 PH 3 58

CATHY WILLIQUETTE BREUNG  
REGISTER OF DEEDS

Contract, by and between DALE F. DEERING, SR. and  
ANNETTE C. DEERING, his wife,

(“Vendor”,  
whether one or more) and DALE F. DEERING, JR. and ERIKA E.  
DEERING, his wife, as survivorship marital property.

(“Purchaser”, whether one or more).  
Vendor sells and agrees to convey to Purchaser, upon the prompt and full per-  
formance of this contract by Purchaser, the following property, together with the  
rents, profits, fixtures and other appurtenant interests (all called the “Property”),  
in Brown County, State of Wisconsin:

RETURN TO Dale F. Deering, Jr.  
3434 Willow Road  
Green Bay, WI 54311

6.00

Tax Parcel No. 14-1220

The West Forty-six (46) feet of the North Eighty (80) feet of Lot Fourteen (14),  
Block One Hundred Twenty (120), according to the recorded Plat of Astor, in  
the City of Green Bay, Brown County, Wisconsin, subject to an encroachment  
as described in Volume 204 Deeds 249, and also subject to and with agreements  
recorded in volume 16 Miscellaneous Records 35 and Volume 16 Miscellaneous  
Records 36.

FEE  
# 77.22(2)  
EXEMPT

This is NOT homestead property.  
(is) (is not)

2433 Bluestone Place,  
Green Bay, Wisconsin

Purchaser agrees to purchase the Property and to pay to Vendor at the sum of \$12,000.00 in the following manner: (a) \$0- at the execution of this Contract; and (b) the balance of \$12,000.00, together with interest from date hereof on the balance outstanding from time to time at the rate of ten (10) per cent per annum until paid in full, as follows:

Monthly interest payments of \$100.00 commencing on February 1, 1988, and on the first day of each month thereafter.

Provided, however, the entire outstanding balance shall be paid in full on or before the first day of January, 2018, (the maturity date).

Following any default in payment, interest shall accrue at the rate of 10% per annum on the entire amount in default (which shall include, without limitation, delinquent interest and, upon acceleration or maturity, the entire principal balance).

~~Purchaser, unless excused by Vendor, agrees to pay monthly to Vendor amounts sufficient to pay reasonably antici-  
pated annual taxes, special assessments, fire and required insurance premiums when due. To the extent received by Vendor,  
Vendor agrees to apply payments to these obligations when due. Such amounts received by the Vendor for payment of  
taxes, assessments and insurance will be deposited into an escrow fund or trustee account, but shall not bear interest  
unless otherwise required by law.~~

Payments shall be applied first to interest on the unpaid balance at the rate specified and then to principal. Any amount may be prepaid without premium or fee upon principal at any time after 12 months (OR) there may be no prepayment of principal without permission of Vendor.\*

In the event of any prepayment, this contract shall not be treated as in default with respect to payment so long as the unpaid balance of principal, and interest (and in such case accruing interest from month to month shall be treated as unpaid principal) is less than the amount that said indebtedness would have been had the monthly payments been made as first specified above; provided that monthly payments shall be continued in the event of credit of any proceeds of insurance or condemnation, the condemned premises being thereafter excluded herefrom.

Purchaser states that Purchaser is satisfied with the title as shown by the title evidence submitted to Purchaser for examination except:

Purchaser agrees to pay the cost of future title evidence. If title evidence is in the form of an abstract, it shall be retained by Vendor until the full purchase price is paid.

Purchaser shall be entitled to take possession of the Property on January 1, 1988

\*Check Out On

Purchaser promises to pay when due all taxes and assessments levied on the Property or upon Vendor's interest in it and to deliver to Vendor on demand receipts showing such payment.

Purchaser shall keep the improvements on the Property insured against loss or damage occasioned by fire, extended coverage perils and such other hazards as Vendor may require, without co-insurance, through insurers approved by Vendor, in the sum of \$12,000.00, but Vendor shall not require coverage in an amount more than the balance owed under this Contract. Purchaser shall pay the insurance premiums when due. The policies shall contain the standard clause in favor of the Vendor's interest and, unless Vendor otherwise agrees in writing, the original of all policies covering the Property shall be deposited with Vendor. Purchaser shall promptly give notice of loss to insurance companies and Vendor. Unless Purchaser and Vendor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided the Vendor deems the restoration or repair to be economically feasible.

Purchaser covenants not to commit waste nor allow waste to be committed on the Property, to keep the Property in good tenable condition and repair, to keep the Property free from liens superior to the lien of this Contract, and to comply with all laws, ordinances and regulations affecting the Property.

Vendor agrees that in case the purchase price with interest and other moneys shall be fully paid and all conditions shall be fully performed at the times and in the manner above specified, Vendor will on demand, execute and deliver to the Purchaser, a Warranty Deed, in fee simple, of the Property, free and clear of all liens and encumbrances, except any liens or encumbrances created by the act or default of Purchaser, and except:

Purchaser agrees that time is of the essence and (a) in the event of a default in the payment of any principal or interest which continues for a period of 15 days following the specified due date or (b) in the event of a default in performance of any other obligation of Purchaser which continues for a period of 15 days following written notice thereof by Vendor (delivered personally or mailed by certified mail), then the entire outstanding balance under this contract shall become immediately due and payable in full, at Vendor's option and without notice (which Purchaser hereby waives), and Vendor shall also have the following rights and remedies (subject to any limitations provided by law) in addition to those provided by law or in equity: (i) Vendor may, at his option, terminate this Contract and Purchaser's rights, title and interest in the Property and recover the Property back through strict foreclosure with any equity of redemption to be conditioned upon Purchaser's full payment of the entire outstanding balance, with interest thereon from the date of default at the rate in effect on such date and other amounts due hereunder (in which event all amounts previously paid by Purchaser shall be forfeited as liquidated damages for failure to fulfill this Contract and as rental for the Property if purchaser fails to redeem); or (ii) Vendor may sue for specific performance of this Contract to compel immediate and full payment of the entire outstanding balance, with interest thereon at the rate in effect on the date of default and other amounts due hereunder, in which event the Property shall be auctioned at judicial sale and Purchaser shall be liable for any deficiency; or (iii) Vendor may sue at law for the entire unpaid purchase price or any portion thereof; or (iv) Vendor may declare this Contract at an end and remove this Contract as a cloud on title in a quiet-title action if the equitable interest of Purchaser is insignificant; and (v) Vendor may have Purchaser ejected from possession of the Property and have a receiver appointed to collect any rents, issues or profits during the pendency of any action under (i), (ii) or (iv) above. Notwithstanding any oral or written statements or actions of Vendor, an election of any of the foregoing remedies shall only be binding upon Vendor if and when pursued in litigation and all costs and expenses including reasonable attorneys fees of Vendor incurred to enforce any remedy hereunder (whether abated or not) to the extent not prohibited by law and expenses of title evidence shall be added to principal and paid by Purchaser, as incurred, and shall be included in any judgment.

Upon the commencement or during the pendency of any action of foreclosure of this Contract, Purchaser consents to the appointment of a receiver of the Property, including homestead interest, to collect the rents, issues, and profits of the Property during the pendency of such action, and such rents, issues, and profits when so collected shall be held and applied as the court shall direct.

Purchaser shall not transfer, sell or convey any legal or equitable interest in the Property (by assignment of any of Purchaser's rights under this Contract or by option, long-term lease or in any other way) without the prior written consent of Vendor unless either the outstanding balance payable under this Contract is first paid in full or the interest conveyed is a pledge or assignment of Purchaser's interest under this Contract solely as security for an indebtedness of Purchaser. In the event of any such transfer, sale or conveyance without Vendor's written consent, the entire outstanding balance payable under this Contract shall become immediately due and payable in full, at Vendor's option without notice.

Vendor shall make all payments when due under any mortgage outstanding against the Property on the date of this Contract (except for any mortgage granted by Purchaser) or under any note secured thereby, provided Purchaser makes timely payment of the amounts then due under this Contract. Purchaser may make any such payments directly to the Mortgagee if Vendor fails to do so and all payments so made by Purchaser shall be considered payments made on this Contract.

Vendor may waive any default without waiving any other subsequent or prior default of Purchaser.

All terms of this Contract shall be binding upon and inure to the benefits of the heirs, legal representatives, successors and assigns of Vendor and Purchaser. (If not an owner of the Property the spouse of Vendor for a valuable consideration joins herein to release homestead rights in the subject Property and agrees to join in the execution of the deed to be made in fulfillment hereof.)

Dated this 28th day of December, 19 87.

Dale F. Deering, Jr. (SEAL)

Dale F. Deering, Jr.

Erika E. Deering (SEAL)

Erika E. Deering

Dale F. Deering Sr. (SEAL)

Dale F. Deering, Sr.

Annette C. Deering (SEAL)

Annette C. Deering

AUTHENTICATION

ACKNOWLEDGMENT

Signature(s) \_\_\_\_\_

STATE OF WISCONSIN

authenticated this 28th day of December, 19 87.

Charles H. Wheeler

TITLE: MEMBER STATE BAR OF WISCONSIN

(if not authorized by § 708.06, Wis. Stats.)

THIS INSTRUMENT WAS CRAFTED BY Attorney Charles H. Wheeler

County, ss. \_\_\_\_\_

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_ the above named

to me known to be the person who executed the foregoing instrument and acknowledge the same.

Notary Public \_\_\_\_\_ County, Wis. My Commission is permanent (if not, state expiration date: \_\_\_\_\_, 19 \_\_\_\_\_)

(Signatures may be authenticated or acknowledged. Both are not necessary.) \*Names of persons signing in any capacity should be typed or printed below their signature.

DOCUMENT NO. 948928

J 4359 1 22

STATE BAR OF WISCONSIN -- FORM 2  
WARRANTY DEED  
THIS SPACE RESERVED FOR RECORDING DATA.

ROBERT JOHN ANDERSON AND JACQUELINE R. ANDERSON, HIS WIFE, AND EACH IN THEIR OWN INDIVIDUAL CAPACITY, Grantors

conveys and warrants to DALE F. DEERING AND ANNETTE C. DEERING, HIS WIFE, AS JOINT TENANTS, Grantees

the following described real estate in Brown County, State of Wisconsin:

REGISTER OF DEEDS  
BROWN COUNTY

OCT 14 1980  
AT 9:55 O'CLOCK A.M.

REGISTER OF DEEDS

RETURN TO  
Dale F. Deering  
1256 Crooks Street

Tax Key No.

The East 40 feet of the North 130 feet of Lot 13, Block 120, Plat of Astor, according to the recorded Plat thereof, City of Green Bay, Brown County, Wisconsin.

This deed is given in full satisfaction of a certain land contract between the parties, dated the 17th day of September, 1971, and recorded September 17, 1971, in Volume 946 Records 171, as Document No. 734628, Brown County Records.

TRANSFER  
\$ 11.00  
FEE

This is not homestead property.  
(is) (is not)

Exception to warranties: easements and restrictions of record.

Dated this 13th day of October, 1980

(SEAL) Robert John Anderson (SEAL)  
ROBERT JOHN ANDERSON  
(SEAL) Jacqueline R. Anderson (SEAL)  
JACQUELINE R. ANDERSON

AUTHENTICATION

Signatures authenticated this day of, 19

TITLE: MEMBER STATE BAR OF WISCONSIN  
(If not, authorized by § 706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY  
ALLAN M. ROSS, ATTORNEY

(Signatures may be authenticated or acknowledged. Both are not necessary.)

ACKNOWLEDGMENT

STATE OF WISCONSIN

Brown County, ss.

Personally came before me, this 13th day of Oct., 1980 the above named Robert John Anderson and Jacqueline R. Anderson, his wife

to me known to be the person who executed the foregoing instrument and acknowledge the same

Patricia J. Duval  
Notary Public Brown County, Wis.  
My Commission is permanent. (If not, state expiration date: 10/25/81, 19)

\*Names of persons signing in any capacity should be typed or printed below their signatures.

DOCUMENT NO.

1008226

J 7493 I 44

STATE BAR OF WISCONSIN -- FORM 1  
WARRANTY DEED  
THIS SPACE RESERVED FOR RECORDING DATA

REGISTER OF DEEDS  
BROWN COUNTY

SEP 6 1983

AT 2:07 P.M. O'CLOCK

REGISTER OF DEEDS

400

Dorothy E. Lamont, a/k/a Dorothy A. Lamont,  
individually, and Dorothy E. Lamont, a/k/a  
Dorothy A. Lamont as surviving joint tenant  
of Fred V. Lamont  
conveys and warrants to Dale F. Deering, Sr., and  
Annette C. Deering, his wife, as joint tenants  
with right of survivorship

RETURN TO H. C. Liebmann III  
P.O. Box 1241  
Green Bay, WI 54305

the following described real estate in Brown County,  
State of Wisconsin:

Tax Key No.

The West Thirteen (13) feet of the North Eighty (80) feet of **TRANSFER**  
Lot Thirteen (13) and the East Seven (7) feet of the North  
Eighty (80) feet of Lot Fourteen (14), all in Block One **\$ 35.00**  
Hundred Twenty (120), according to the recorded Plat of Astor, **FEE**  
in the City of Green Bay, East side of Fox River, Brown County,  
Wisconsin.

AND

The West Forty-six (46) feet of the North Eighty (80) feet of Lot  
Fourteen (14), Block One Hundred Twenty (120), according to the  
recorded Plat of Astor, in the City of Green Bay, Brown County,  
Wisconsin, subject to an encroachment as described in Volume 204  
Deeds, 249, and also subject to and with agreements recorded in  
Volume 16 Misc. Records 35 and Volume 16 Misc. Records 36. All  
references being to Brown County, Wisconsin Register of Deeds Records.

This deed is given in full satisfaction of a Land Contract dated  
August 24, 1977 and recorded 8/24/77 at 11:50 A.M. in Jacket 1451  
Records Image 21, Document No. 868459.

This is not homestead property.  
(is) (is not)

Exception to warranties: Easements, ordinances and restrictions of record.

Dated this 26th day of August, 1983

Dorothy E. Lamont (SEAL) ..... (SEAL)  
Dorothy E. Lamont  
a/k/a Dorothy A. Lamont  
Individually and as (SEAL) ..... (SEAL)  
Surviving Joint Tenant of  
Fred V. Lamont, Deceased:

AUTHENTICATION

Signatures authenticated this ..... day of  
....., 19.....

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, authorized by § 706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY

Attorney Herbert C. Liebmann III

(Signatures may be authenticated or acknowledged. Both  
are not necessary.)

ACKNOWLEDGMENT

STATE OF WISCONSIN

Brown County, ss.

Personally came before me, this 26th day of  
August, 1983 the above named  
Dorothy E. Lamont, a/k/a Dorothy A.  
Lamont, Individually and as Surviving  
Joint Tenant of Fred V. Lamont,  
Deceased,

to me known to be the person who executed the  
foregoing instrument and acknowledge the same.

Susan J. Andersen

Notary Public Brown County, Wis.  
My Commission is permanent. (If not, state expiration  
date: 11/3 10 85)

\*Name of persons signing in any capacity should be typed or printed below their signatures.

DOCUMENT NO

1136420

WARRANTY DEED  
STATE BAR OF WISCONSIN FORM 2-1982

J 12508 I 43

THIS SPACE RESERVED FOR RECORDING DATA

REGISTER OF DEEDS  
BROWN COUNTY

1987 SEP 21 AM 8:36

CATHY WILLIGUETTIE BREUNIG  
REGISTER OF DEEDS

CHARLES A. O'BRIEN and CAROL M. O'BRIEN, his wife,  
conveys and warrants to DALE DEERING, JR. and ERIKA DEERING,  
husband and wife, as survivorship marital property.

the following described real estate in Brown County,  
State of Wisconsin:

400  
VALLEY BANK, GREEN BAY  
310 W. WALNUT ST.  
P. O. Box 2427  
GREEN BAY, WI 54306-2427  
Tax Parcel No: 14-1221

The south fifty (50) feet of the North one hundred thirty (130) feet of  
Lot Number Fourteen (14), and the South fifty (50) feet of the West  
thirteen (13) feet of the North one hundred thirty (130) feet of Lot  
Thirteen (13), Block One Hundred Twenty (120), in the City of Green  
Bay, Wisconsin, according to the recorded Plat of Astor.

TRANSFER  
195.00  
FSE

This is not homestead property.  
(is) (is not)

Exception to warranties:

Dated this \_\_\_\_\_ day of September, 19 87.  
\_\_\_\_\_  
(SEAL) Charles A. O'Brien (SEAL)  
• Charles A. O'Brien  
\_\_\_\_\_  
(SEAL) Carol M. O'Brien (SEAL)  
• Carol M. O'Brien

AUTHENTICATION

Signature(s) Charles A. O'Brien and Carol  
M. O'Brien, his wife,

authenticated this 16<sup>th</sup> day of September, 19 87

Joseph P. Holman  
TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, \_\_\_\_\_  
authorized by § 706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY

Attorney Joseph P. Holman

(Signatures may be authenticated or acknowledged. Both  
are not necessary.)

ACKNOWLEDGMENT

STATE OF WISCONSIN

\_\_\_\_\_ ss.  
\_\_\_\_\_ County.  
Personally came before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 19 \_\_\_\_\_ the above named

to me known to be the person who executed the  
foregoing instrument and acknowledge the same.

Notary Public \_\_\_\_\_ County, Wis.  
My Commission is permanent (if not, state expiration  
date: \_\_\_\_\_ 19 \_\_\_\_\_)

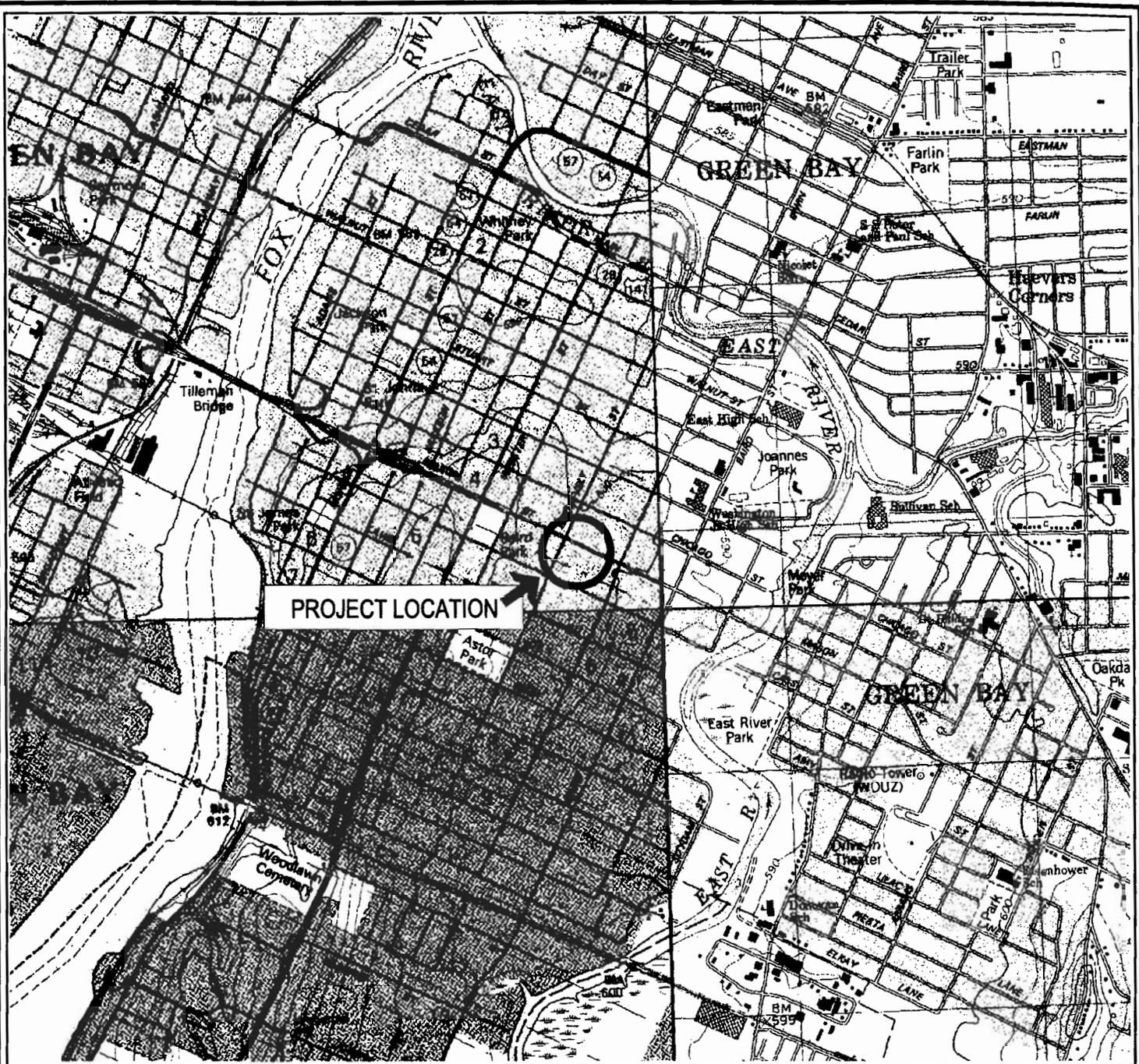
\*Names of persons signing in any capacity should be typed or printed below their signatures.

WARRANTY DEED

STATE BAR OF WISCONSIN  
FORM No. 2-1982

Wis. Stat. § 89.30(3)(b)

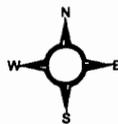




# LOCATION MAP

## VACUUM CLEANER SERVICE

1200 E. MASON STREET  
GREEN BAY, WISCONSIN



1000 0 1000 2000 Feet



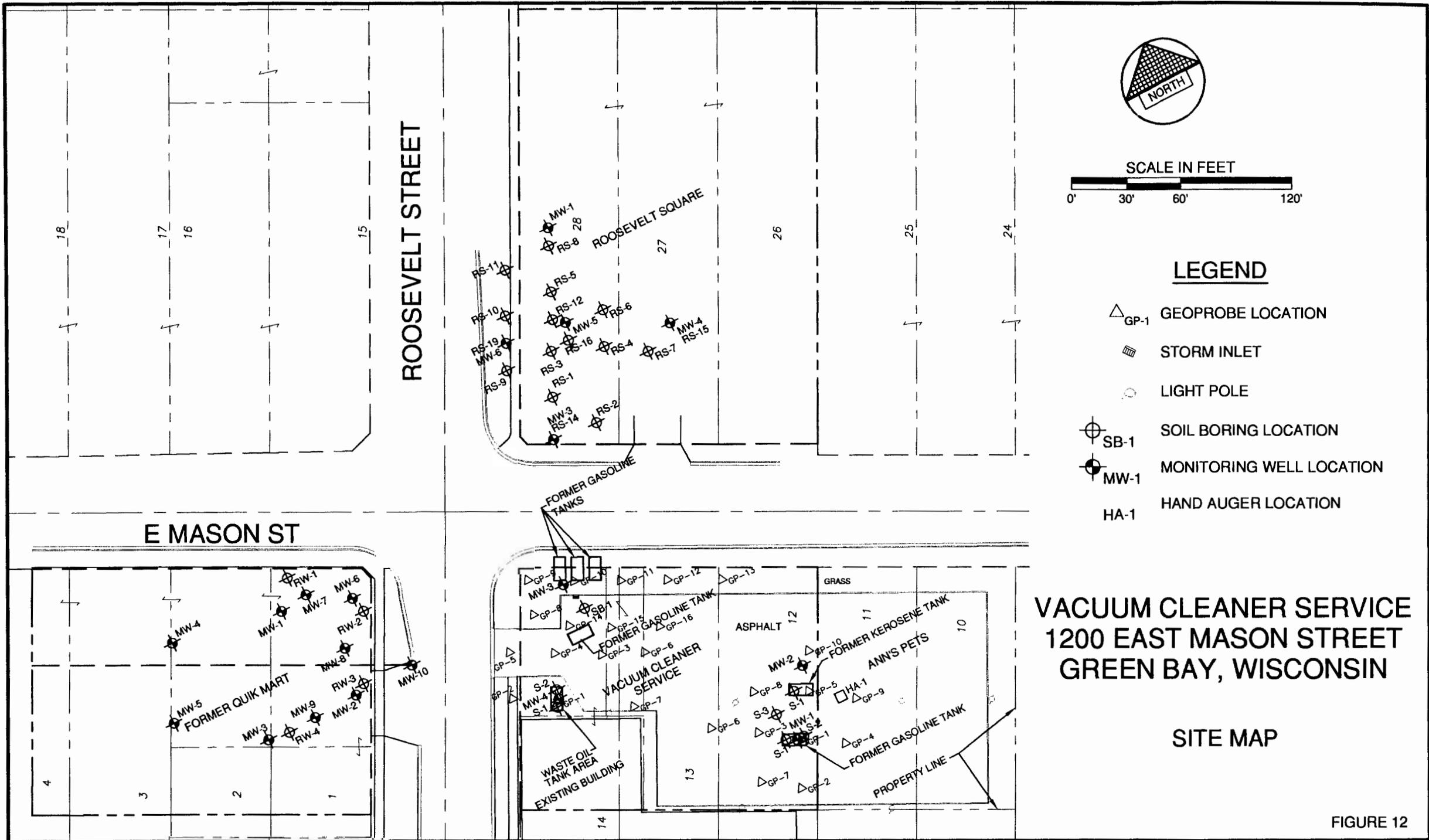
1" = 2000'

SOURCE: WIDNR-Enhanced 24K (7.5-Minute) Digital Raster Graph

QUADRANGLES SHOWN:

Green Bay East; Green Bay West; Bellevue; De Pere

FIGURE 1



**LEGEND**

- △ GP-1 GEOPROBE LOCATION
- ▣ STORM INLET
- LIGHT POLE
- ⊕ SB-1 SOIL BORING LOCATION
- MW-1 MONITORING WELL LOCATION
- ⊙ HA-1 HAND AUGER LOCATION

**VACUUM CLEANER SERVICE  
1200 EAST MASON STREET  
GREEN BAY, WISCONSIN**

**SITE MAP**

FIGURE 12

**TABLE 5  
GROUNDWATER ANALYSIS**

Parameter	NR 140 PAL	NR 140 ES	MW-3									
			1/25/02	4/9/02	10/14/02	1/10/03	10/28/03	2/2/04	7/22/04	10/13/04	1/13/05	
Lead (ppb)	1.5	15	<1	NA	NA	NA	NA	NA	NA	NA	NA	Na
Cadmium	0.5	5.0	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
<b>VOC (ppb)</b>												
Benzene	0.5	5.0	<b>160</b>	<b>650</b>	<b>1,200</b>	<b>690</b>	<b>790</b>	<b>990</b>	<b>1,000</b>	<b>1,400</b>	<b>1,400</b>	<b>1,000</b>
sec-Butylbenzene	—	—	1.4	NA	NA	NA	NA	NA	NA	NA	NA	NA
n-Butylbenzene	—	—	2.7	NA	NA	NA	NA	NA	NA	NA	NA	NA
Ethylbenzene	140	700	6.6	<i>370</i>	<i>190</i>	<i>170</i>	<i>440</i>	<i>320</i>	<b>890</b>	<i>470</i>	<i>530</i>	
MTBE	12	60	<2.7	<25	<4.3	<25	<30	<5.8	6.8	<i>16</i>	<i>14</i>	
Isopropylbenzene	—	—	4.5	NA	NA	NA	NA	NA	NA	NA	NA	NA
p-Isopropyltoluene	—	—	<1	NA	NA	NA	NA	NA	NA	NA	NA	NA
Naphthalene	8	40	4.2	NA	NA	NA	NA	NA	NA	NA	NA	NA
n-Propylbenzene	—	—	12	NA	NA	NA	NA	NA	NA	NA	NA	NA
Toluene	200	1,000	19	91	67	60	70	81	140	120	120	
Trimethylbenzenes	96	480	11.4	<i>167</i>	10	71	37	42	<i>145</i>	27.2	44	
Xylenes	1,000	10,000	39.5	597	149	160	150	234	564	239	295	
<b>PAH (ppb)</b>												
Acenaphthene	—	—	NA	NA	NA	NA	4.7	NA	NA	NA	NA	<1.2
Fluorene	80	400	NA	NA	NA	NA	2.5	NA	NA	NA	NA	<1.3
1-Methylnaphthalene	—	—	NA	NA	NA	NA	25	NA	NA	NA	NA	23
2-Methylnaphthalene	—	—	NA	NA	NA	NA	6.0	NA	NA	NA	NA	7.3
Naphthalene	8	40	NA	NA	NA	NA	11	NA	NA	NA	NA	20
Phenanthrene	—	—	NA	NA	NA	NA	1.0	NA	NA	NA	NA	<1.3

NA = Not analyzed

ND = Not detected

**Bold** = NR 140 Enforcement Standard exceedance  
*Italic* = NR 140 Preventive Action Limit exceedance

**TABLE 5 (CONTINUED)  
GROUNDWATER ANALYSIS**

Parameter	NR 140 PAL	NR 140 ES	MW-4								
			1/25/02	4/9/02	10/14/02	1/10/03	10/28/03	2/2/04	7/22/04	10/13/04	1/13/05
Lead (ppb)	1.5	15	<1.0	NA	NA	NA	NA	NA	NA	NA	NA
Cadmium	0.5	5.0	<i>0.94</i>	NA	NA	NA	NA	NA	NA	NA	NA
<b>VOC (ppb)</b>											
Benzene	0.5	5.0	<b>25</b>	<b>8</b>	<b>110</b>	<12	<8.9	3.7	<i>1.8</i>	<i>2.4</i>	<i>3.0</i>
sec-Butylbenzene	—	—	11	NA	NA	NA	NA	NA	NA	NA	NA
n-Butylbenzene	—	—	14	NA	NA	NA	NA	NA	NA	NA	NA
Ethylbenzene	140	700	2.6	1.6	22	<i>600</i>	<9.4	1.8	0.58	0.65	0.58
MTBE	12	60	<5.3	<0.49	<4.3	<12	<12	<0.58	<0.36	<0.36	<0.36
Isopropylbenzene	—	—	17	NA	NA	NA	NA	NA	NA	NA	NA
p-Isopropyltoluene	—	—	13	NA	NA	NA	NA	NA	NA	NA	NA
Naphthalene	8	40	<b>170</b>	NA	NA	NA	NA	NA	NA	NA	NA
n-Propylbenzene	—	—	33	NA	NA	NA	NA	NA	NA	NA	NA
Toluene	200	1,000	<2.2	<0.63	<6.8	62	<12	<0.58	<0.36	0.40	0.40
Trimethylbenzenes	96	480	<i>308</i>	<i>218</i>	<b>1,360</b>	<i>175</i>	53	24.8	21.43	24	14
Xylenes	1,000	10,000	100	53	279.6	820	<20	2.9	2.06	3.1	2.66
<b>PAH (ppb)8</b>											
Acenaphthene	—	—	27	<0.053	<1400	<140	14	24	21	24	28
Acenaphthylene	—	—	ND	ND	140	<510	<4.1	6.6	5.7	7.1	11
Anthracene	600	3,000	ND	ND	340	<i>670</i>	5.9	11	5.2	11	11
Benzo(a)anthracene	—	—	ND	ND	ND	ND	ND	1.3	<1.2	2.5	<4.2
Benzo(a)pyrene	0.02	0.2	ND	ND	ND	ND	ND	ND	<1.4	<b>2.0</b>	<3.8
Chrysene	0.02	0.2	ND	ND	<b>20</b>	<110	<0.88	<b>1.6</b>	<b>1.5</b>	<b>3.1</b>	<3.5
Fluoranthene	80	400	ND	ND	58	<75	<0.60	2.5	2.6	3.9	4.0
Fluorene	80	400	62	<i>110</i>	<1700	<b>1,400</b>	13	31	27	29	45
1-Methylnaphthalene	—	—	490	500	21,000	23,000	280	340	280	390	420
2-Methylnaphthalene	—	—	360	760	14,000	21,000	54	26	15	6.6	<4.8
Naphthalene	8	40	25	<b>93</b>	<2,200	<b>2,400</b>	6.5	5.0	6.3	6.4	5.5
Phenanthrene	—	—	110	110	4,100	11,000	56	74	60	100	110
Pyrene	50	250	ND	ND	<i>140</i>	<83	<0.67	4.3	4.4	6.7	6.6

NA = Not analyzed

ND = Not detected

**Bold** = NR 140 Enforcement Standard exceedance

*Italic* = NR 140 Preventive Action Limit exceedance



**Table 4**  
**Soil Analysis**

Parameter	NR 720 Standard	GP-1	GP-2	GP-3	GP-4	GP-5	GP-6	GP-7	GP-8
		(2-4')	(8-10')	(8-10')	(8-10')	(6-8')	8-10')	(8-10')	(6-8')
		10/11/01	10/11/01	10/11/01	10/11/01	10/11/01	10/11/01	10/11/01	10/11/01
Lead (ppm)	—	15	5.9	6.1	6.9	7.7	7.0	6.8	9.5
DRO (ppm)	250	840	92	950	99	150	NA	<4.5	NA
GRO (ppm)	250	84	29	78	300	120	<3.2	<3.1	390
PVOC + 1,2-DCA (ppb)									
Benzene	5.5	<25	<25	<25	45	42	<25	<25	860
1,2-Dichloroethane	4.9	<25	<25	<25	<25	<25	<25	<25	<25
Ethylbenzene	2,900	<25	<25	<25	<25	<25	<25	<25	240
Methyl-tert-butyl-ether	—	<25	<25	<25	<25	<25	<25	<25	<25
Toluene	1,500	<25	<25	<25	<25	<25	<25	140	46
1,2,4-Trimethylbenzene	—	280	<25	51	110	<25	<25	<25	<25
1,3,5-Trimethylbenzene	—	<25	<25	<25	310	<25	<25	<25	<25
Total Xylene	4,100	<25	<25	<25	40	<25	<25	<25	<25
PAH (ppb)									
Acenaphthene	900000	160	51	40	110	210	NA	<20	NA
Acenaphthylene	18000	73	18	<16	<78	35	NA	<15	NA
Anthracene	5000000	89	25	16	<75	65	NA	<15	NA
Benzo(a)anthracene	88	42	<17	<17	<84	<18	NA	<17	NA
Benzo(a)pyrene	8.8	42	<16	<16	<78	<17	NA	<15	NA
Benzo(b)fluoranthene	88	39	<14	<14	<68	<15	NA	<14	NA
Benzo(g,h,i)perylene	1800	28	<14	<14	<71	<15	NA	<14	NA
Benzo(k)fluoranthene	880	36	<16	<16	<81	<17	NA	<16	NA
Chrysene	8800	49	<17	<17	<84	<18	NA	<17	NA
Dibenzo(a,h)anthracene	8.8	<14	<14	<14	<68	<15	NA	<14	NA
Fluoranthene	600000	81	<13	<13	<65	<14	NA	<13	NA
Fluorene	600000	160	60	52	180	210	NA	<15	NA
Indeno(1,2,3-cd)pyrene	88	28	<14	<14	<71	<15	NA	<14	NA
1-Methylnaphthalene	1100000	1200	280	550	2200	440	NA	<17	NA
2-Methylnaphthalene	600000	580	17	850	3800	19	NA	<15	NA
Naphthalene	20000	36	<21	<21	<110	42	NA	<21	NA
Phenanthrene	18000	400	240	180	680	390	NA	<14	NA
Pyrene	500000	110	<15	15	<75	21	NA	<15	NA

-- = Not Analyzed

= NR 720 Soil Standard Exceedance



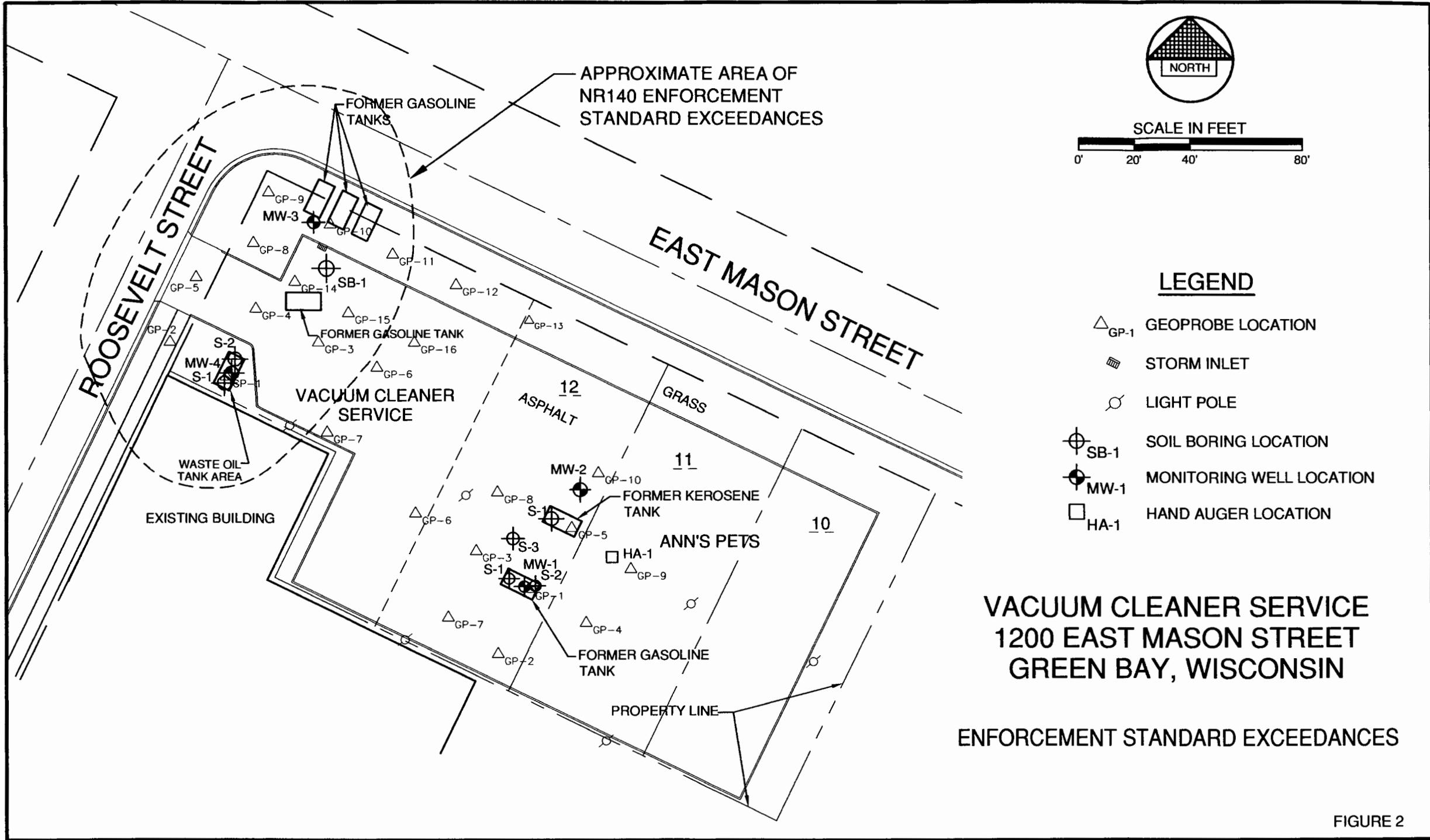


FIGURE 2

**Vacuum Cleaner Service Center  
Groundwater Elevations**

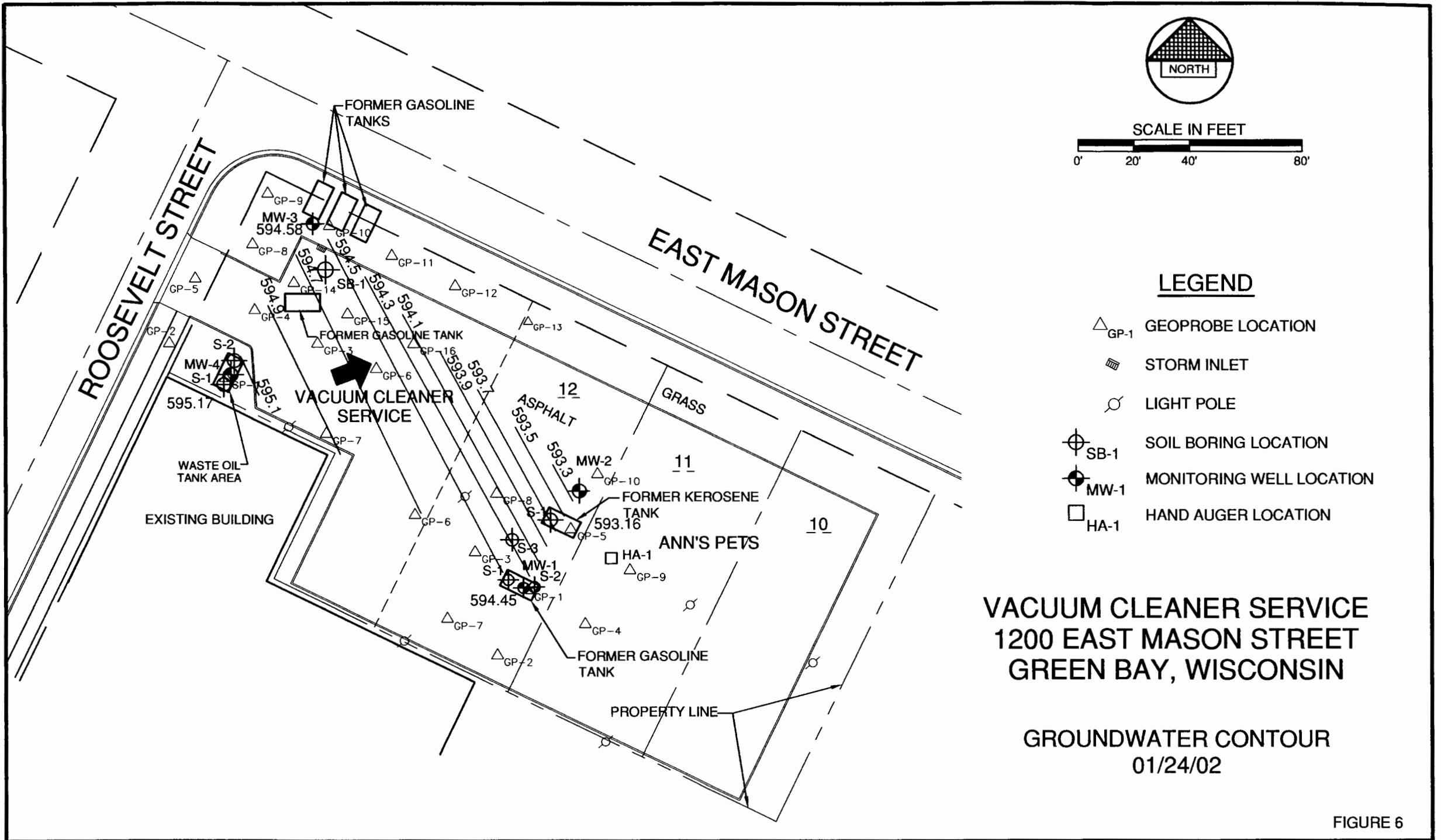
Well	PVC Elev.	Screen Length	Bottom Depth	1/25/02		3/7/02		4/9/02		10/14/02	
				Water Depth	Water Elev.						
MW-3	600.53	10.00	14.20	5.93	594.60	5.80	594.73	5.44	595.09	5.28	595.25
MW-4	600.87	10.00	14.43	5.75	595.12	4.78	596.09	3.67	597.20	3.91	596.96

Well	PVC Elev.	Screen Length	Bottom Depth	1/10/03		10/28/03		2/2/04		7/22/04		10/13/04		1/13/05	
				Water Depth	Water Elev.										
MW-3	600.53	10.00	14.20	5.88	594.65	5.45	595.08	6.22	594.31	5.41	595.12	5.44	595.09	5.62	594.91
MW-4	600.87	10.00	14.43	5.10	595.77	4.22	596.65	5.49	595.38	4.75	596.12	4.19	596.68	5.03	595.84

**Vacuum Cleaner Service Center  
Free Product Measurements**

**MW-4**

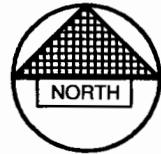
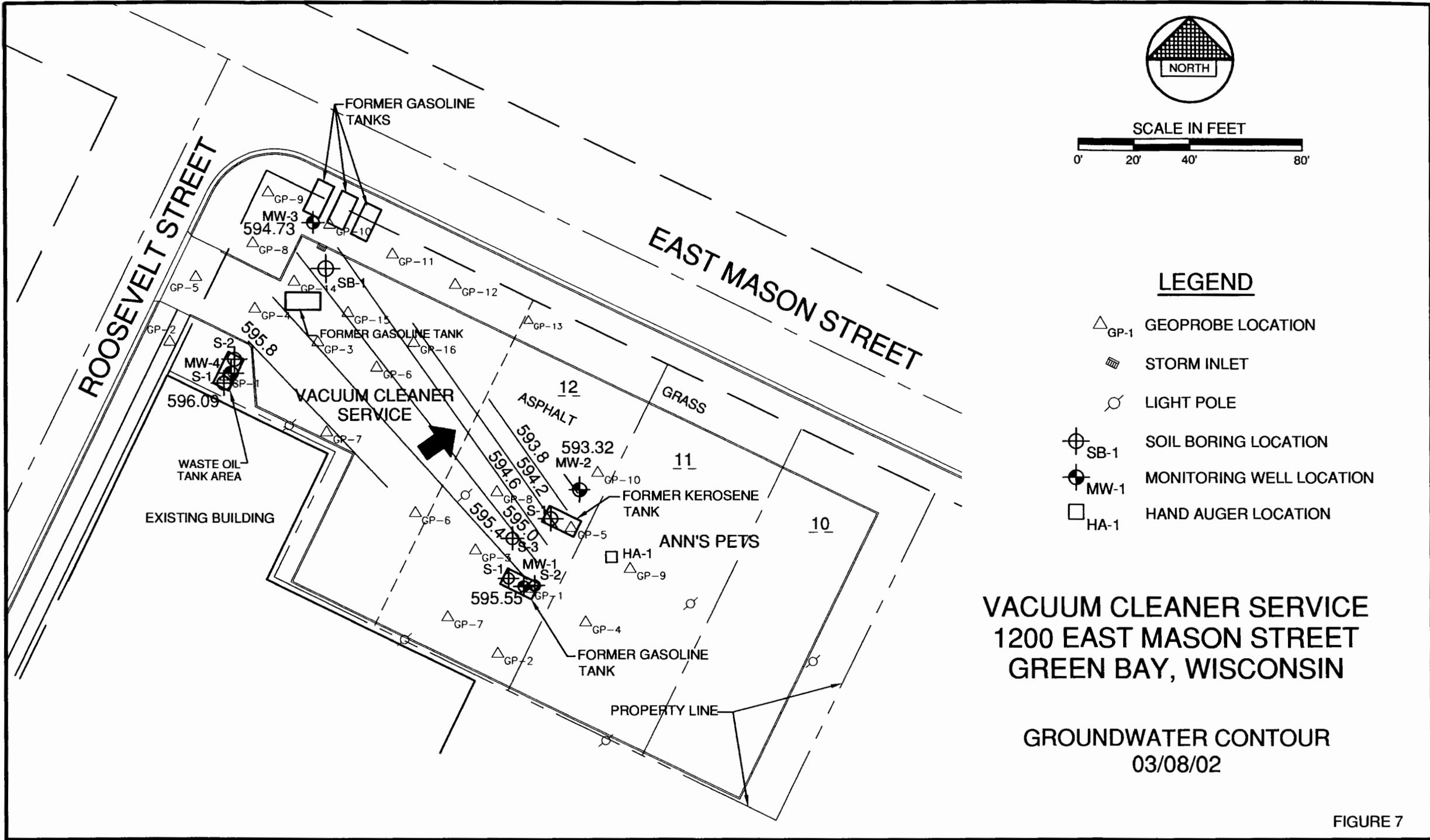
MEASUREMENT DATE	MEASURED PRODUCT THICKNESS (FEET)
1/25/02	Sheen
3/7/02	Sheen
4/9/02	0.12
10/14/02	0.01
1/10/03	0.65
10/28/03	0.02
2/2/04	0.01
7/22/04	Sheen
10/13/04	Sheen
1/13/05	Sheen



**VACUUM CLEANER SERVICE  
1200 EAST MASON STREET  
GREEN BAY, WISCONSIN**

**GROUNDWATER CONTOUR  
01/24/02**

FIGURE 6



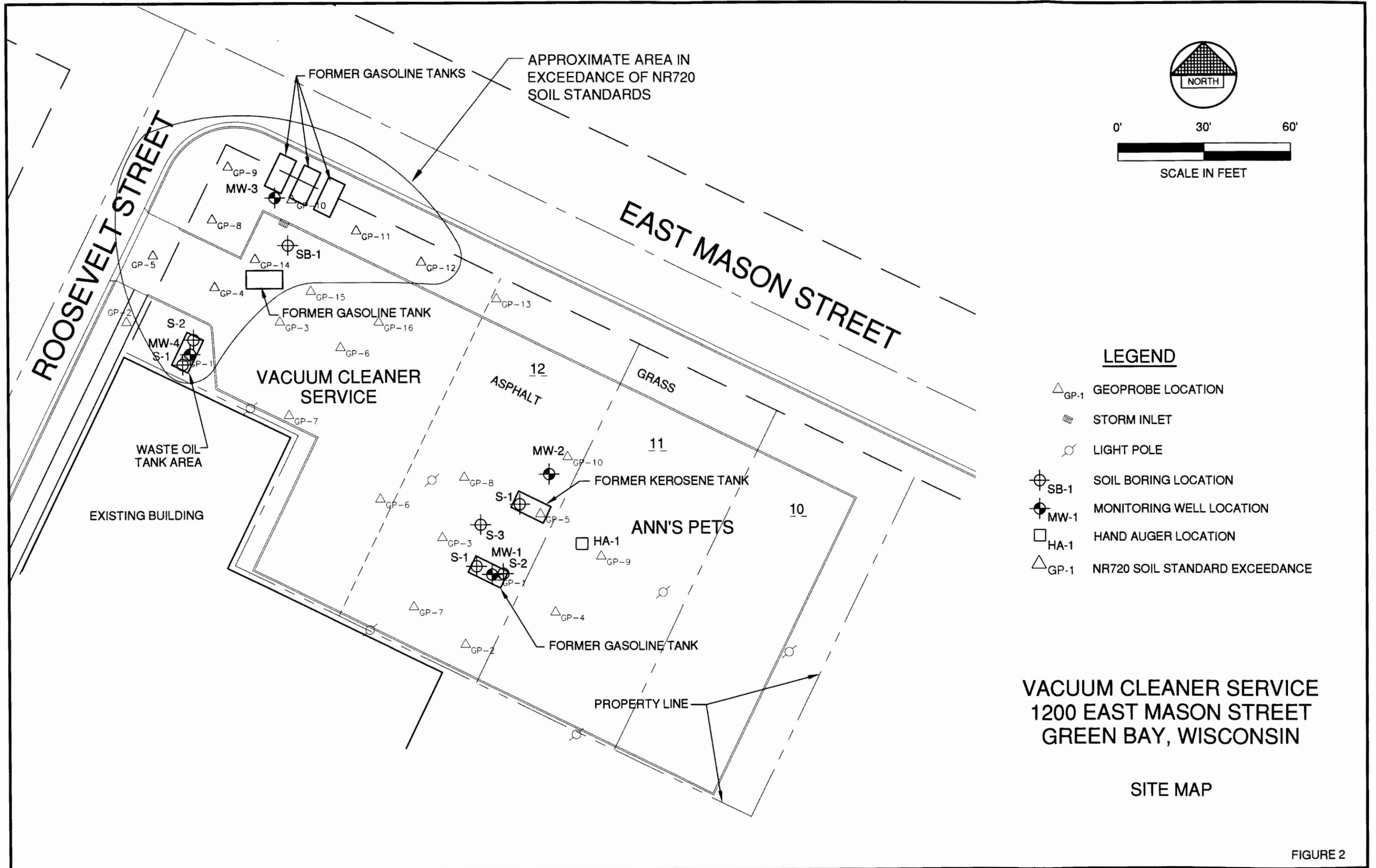
**LEGEND**

- GP-1 GEOPROBE LOCATION
- STORM INLET
- LIGHT POLE
- SB-1 SOIL BORING LOCATION
- MW-1 MONITORING WELL LOCATION
- HA-1 HAND AUGER LOCATION

**VACUUM CLEANER SERVICE  
1200 EAST MASON STREET  
GREEN BAY, WISCONSIN**

**GROUNDWATER CONTOUR  
03/08/02**

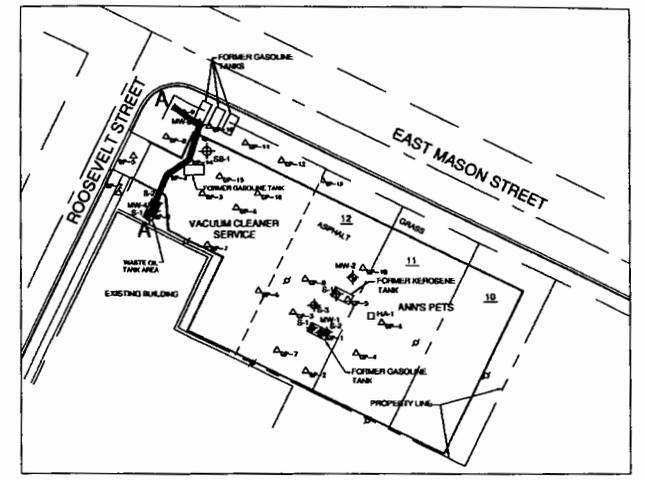
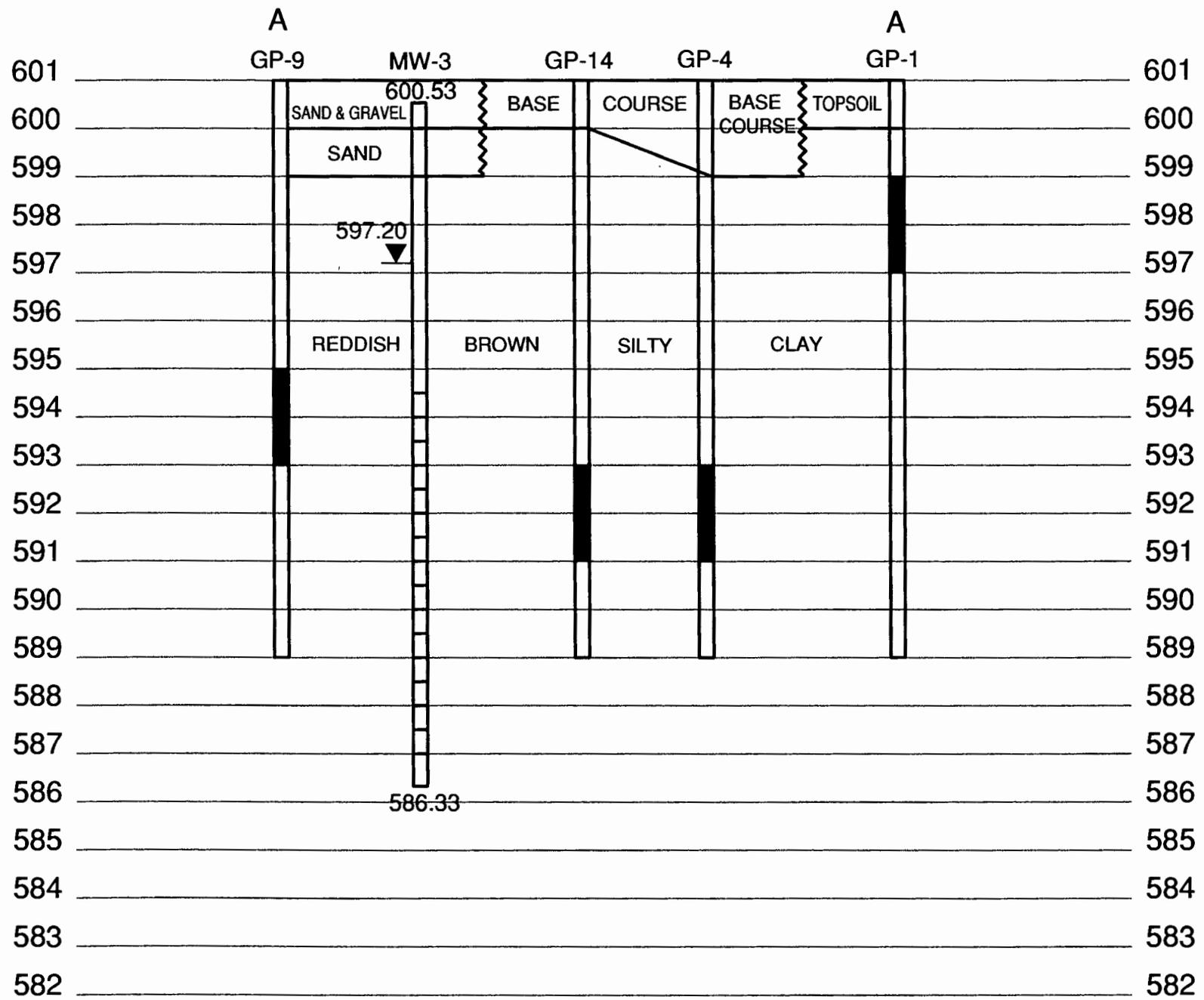
FIGURE 7



VACUUM CLEANER SERVICE  
 1200 EAST MASON STREET  
 GREEN BAY, WISCONSIN

SITE MAP

FIGURE 2



**SCALE**

VERTICAL 1" = 3'  
 HORIZONTAL 1" = 20'

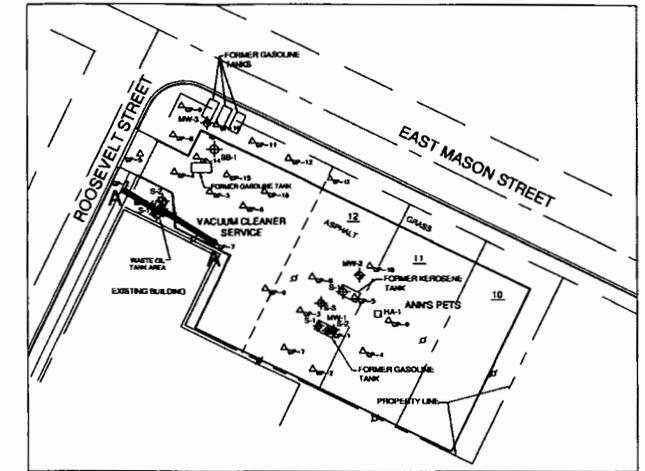
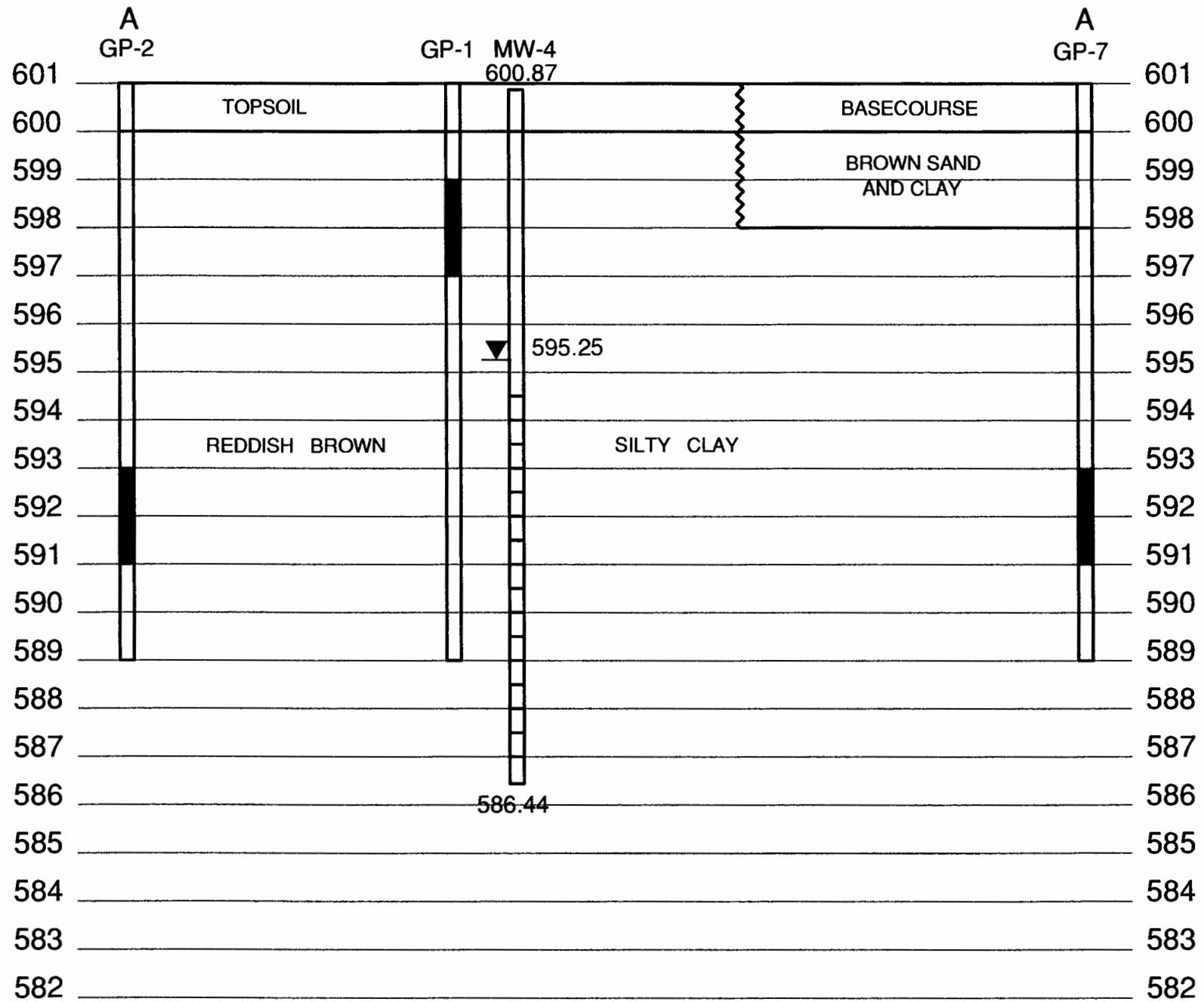
**LEGEND**

- BELOW NR720 SOIL STANDARDS
- NR720 SOIL STANDARD EXCEEDANCE
- GROUNDWATER LEVEL

**VACUUM CLEANER SERVICE**  
 1200 EAST MASON STREET  
 GREEN BAY, WISCONSIN

**GEOLOGIC CROSS SECTION**  
 04/09/02

FIGURE 3



**SCALE**

VERTICAL 1" = 3'

HORIZONTAL 1" = 10'

**LEGEND**

- BELOW NR720 SOIL STANDARDS
- NR720 SOIL STANDARD EXCEEDANCE
- GROUNDWATER LEVEL

**VACUUM CLEANER SERVICE  
1200 EAST MASON STREET  
GREEN BAY, WISCONSIN**

**GEOLOGIC CROSS SECTION**

10/14/02

FIGURE 4

August 29, 2003

To Whom It May Concern:

I the undersigned, on behalf of the responsible party Chip Deering, attest that the attached legal descriptions refer to the only properties that have been impacted by the petroleum spill originating at 1200 East Mason Street, Green Bay, Wisconsin.

Sincerely,

ROBERT E. LEE & ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read "Karl A. Schuldes". The signature is written in a cursive style with a large initial "K".

Karl A. Schuldes

Environmental Scientist II



**Robert E. Lee & Associates, Inc.**  
Engineering, Surveying, Environmental Services

September 3, 2003

**Green Bay Office**  
4664 Golden Pond Park Ct.  
Oneida, WI 54155  
920-662-9641  
FAX 920-662-9141  
E Mail rel@releeinc.com

Ms. Sharlene TeBeest  
BUREAU OF ENVIRONMENT  
4802 Sheboygan Avenue  
P.O. Box 7965  
Madison, WI 53707-7965

RE: Possible Petroleum Contamination in Right-of-Way  
Vacuum Cleaner Service Center  
1200 East Mason Street, Green Bay, WI 54301  
WDNR LUST ID #03-05-252737  
PECFA #54301-3430-00

Dear Ms. TeBeest:

This letter is to inform you that there may be petroleum contamination in the right-of-way of State Highway 54 that originated at the above-named site. It has not been confirmed that there is contamination in the right-of-way. We have enclosed a map showing the possible area of contamination.

If you have any questions or comments regarding this matter, please feel free to contact this office.

Sincerely,

ROBERT E. LEE & ASSOCIATES, INC.

Karl A. Schuldes  
Environmental Scientist II

KAS/laf

ENC.



**Robert E. Lee & Associates, Inc.**  
Engineering, Surveying, Environmental Services

September 3, 2003

**Green Bay Office**  
4664 Golden Pond Park Ct.  
Oneida, WI 54155  
920-662-9641  
FAX 920-662-9141  
E Mail rel@releeinc.com

Mr. Carl Weber  
Engineering Division  
PUBLIC WORKS DEPARTMENT  
100 North Jefferson Street  
Green Bay, WI 54301

RE: Possible Soil and/or Groundwater Contamination in Right-of-Way  
Vacuum Cleaner Service Center  
1200 East Mason Street, Green Bay, WI 54301  
WDNR LUST ID #03-05-252737  
PECFA #54301-3430-00

Dear Mr. Weber:

This letter is to inform you that there may be petroleum contamination in the rights-of-way of East Mason Street and of Roosevelt Street that originated at the above-named site. It has not been confirmed that there is contamination in the rights-of-way. We have enclosed a map showing the possible area of contamination.

If you have any questions or comments regarding this matter, please feel free to contact this office.

Sincerely,

ROBERT E. LEE & ASSOCIATES, INC.

Karl A. Schuldes  
Environmental Scientist II

KAS/laf

ENC.