

GIS REGISTRY

Cover Sheet

May, 2009
(RR 5367)

Source Property Information

BRRTS #: 03-43-000767

ACTIVITY NAME: KANE CHEVROLET-BUICK INC

PROPERTY ADDRESS: 325 VAN BUREN ST

MUNICIPALITY: OCONTO FALLS

PARCEL ID #: 0202104016

CLOSURE DATE: Feb 16, 1999

FID #: 443097270

DATCP #:

COMM #: 54154113725

*WTM COORDINATES:

X: 667062 Y: 491472

** Coordinates are in
WTM83, NAD83 (1991)*

WTM COORDINATES REPRESENT:

Approximate Center Of Contaminant Source

Approximate Source Parcel Center

Please check as appropriate: (BRRTS Action Code)

Contaminated Media:

Groundwater Contamination > ES (236)

Contamination in ROW

Off-Source Contamination

*(note: for list of off-source properties
see "Impacted Off-Source Property")*

Soil Contamination > *RCL or **SSRCL (232)

Contamination in ROW

Off-Source Contamination

*(note: for list of off-source properties
see "Impacted Off-Source Property")*

Land Use Controls:

N/A (Not Applicable)

Soil: maintain industrial zoning (220)

*(note: soil contamination concentrations
between non-industrial and industrial levels)*

Structural Impediment (224)

Site Specific Condition (228)

Cover or Barrier (222)

*(note: maintenance plan for
groundwater or direct contact)*

Vapor Mitigation (226)

Maintain Liability Exemption (230)

*(note: local government or economic
development corporation)*

Monitoring Wells:

Are all monitoring wells properly abandoned per NR 141? (234)

Yes No N/A

** Residual Contaminant Level*

***Site Specific Residual Contaminant Level*

This Adobe Fillable form is intended to provide a list of information that is required for evaluation for case closure. It is to be used in conjunction with Form 4400-202, Case Closure Request. The closure of a case means that the Department has determined that no further response is required at that time based on the information that has been submitted to the Department.

NOTICE: Completion of this form is mandatory for applications for case closure pursuant to ch. 292, Wis. Stats. and ch. NR 726, Wis. Adm. Code, including cases closed under ch. NR 746 and ch. NR 726. The Department will not consider, or act upon your application, unless all applicable sections are completed on this form and the closure fee and any other applicable fees, required under ch. NR 749, Wis. Adm. Code, Table 1 are included. It is not the Department's intention to use any personally identifiable information from this form for any purpose other than reviewing closure requests and determining the need for additional response action. The Department may provide this information to requesters as required by Wisconsin's Open Records law [ss. 19.31 - 19.39, Wis. Stats.].

BRRTS #: 03-43-000767

PARCEL ID #: 0202104016

ACTIVITY NAME: KANE CHEVROLET-BUICK INC

WTM COORDINATES: X: 667062 Y: 491472

CLOSURE DOCUMENTS (the Department adds these items to the final GIS packet for posting on the Registry)

- Closure Letter**
- Maintenance Plan** (if activity is closed with a land use limitation or condition (land use control) under s. 292.12, Wis. Stats.)
- Conditional Closure Letter**
- Certificate of Completion (COC)** for VPLE sites

SOURCE LEGAL DOCUMENTS

- Deed:** The most recent deed as well as legal descriptions, for the **Source Property** (where the contamination originated). Deeds for other, off-source (off-site) properties are located in the **Notification** section.
Note: If a property has been purchased with a land contract and the purchaser has not yet received a deed, a copy of the land contract which includes the legal description shall be submitted instead of the most recent deed. If the property has been inherited, written documentation of the property transfer should be submitted along with the most recent deed.
- Certified Survey Map:** A copy of the certified survey map or the relevant section of the recorded plat map for those properties where the legal description in the most recent deed refers to a certified survey map or a recorded plat map. (lots on subdivided or platted property (e.g. lot 2 of xyz subdivision)).
Figure #: **Title:**
- Signed Statement:** A statement signed by the Responsible Party (RP), which states that he or she believes that the attached legal description accurately describes the correct contaminated property.

MAPS (meeting the visual aid requirements of s. NR 716.15(2)(h))

Maps must be no larger than 8.5 x 14 inches unless the map is submitted electronically.

- Location Map:** A map outlining all properties within the contaminated site boundaries on a U.S.G.S. topographic map or plat map in sufficient detail to permit easy location of all parcels. If groundwater standards are exceeded, include the location of all potable wells within 1200 feet of the site.
Note: Due to security reasons municipal wells are not identified on GIS Packet maps. However, the locations of these municipal wells must be identified on Case Closure Request maps.
Figure #: 1 **Title: Site Location and Local Topography**
- Detailed Site Map:** A map that shows all relevant features (buildings, roads, individual property boundaries, contaminant sources, utility lines, monitoring wells and potable wells) within the contaminated area. This map is to show the location of all contaminated public streets, and highway and railroad rights-of-way in relation to the source property and in relation to the boundaries of groundwater contamination exceeding a ch. NR 140 Enforcement Standard (ES), and/or in relation to the boundaries of soil contamination exceeding a Residual Contaminant Level (RCL) or a Site Specific Residual Contaminant Levels (SSRCL) as determined under s. NR 720.09, 720.11 and 720.19.
Figure #: 5 **Title: Monitoring Well Locations**
- Soil Contamination Contour Map:** For sites closing with residual soil contamination, this map is to show the location of all contaminated soil and a single contour showing the horizontal extent of each area of contiguous residual soil contamination that exceeds a Residual Contaminant Level (RCL) or a Site Specific Residual Contaminant Level (SSRCL) as determined under s. NR 720.09, 720.11 and 720.19.
Figure #: 6 **Title: Estimated Extent of Remaining Contamination**

BRRTS #: 03-43-000767

ACTIVITY NAME: KANE CHEVROLET-BUICK INC

MAPS (continued)

- Geologic Cross-Section Map:** A map showing the source location and vertical extent of residual soil contamination exceeding a Residual Contaminant Level (RCL) or a Site Specific Residual Contaminant Level (SSRCL). If groundwater contamination exceeds a ch. NR 140 Enforcement Standard (ES) when closure is requested, show the source location and vertical extent, water table and piezometric elevations, and locations and elevations of geologic units, bedrock and confining units, if any.

Figure #: 5 **Title: Geologic Cross-Section A - A'**

Figure #: **Title:**

- Groundwater Isoconcentration Map:** For sites closing with residual groundwater contamination, this map shows the horizontal extent of all groundwater contamination exceeding a ch. NR140 Preventive Action Limit (PAL) and an Enforcement Standard (ES). Indicate the direction and date of groundwater flow, based on the most recent sampling data.

Note: This is intended to show the total area of contaminated groundwater.

Figure #: **Title:**

- Groundwater Flow Direction Map:** A map that represents groundwater movement at the site. If the flow direction varies by more than 20° over the history of the site, submit 2 groundwater flow maps showing the maximum variation in flow direction.

Figure #: 1 **Title: Ground-water Flow Direction (April 30, 1997)**

Figure #: **Title:**

TABLES (meeting the requirements of s. NR 716.15(2)(h)(3))

Tables must be no larger than 8.5 x 14 inches unless the table is submitted electronically. Tables must not contain shading and/or cross-hatching. The use of **BOLD** or *ITALICS* is acceptable.

- Soil Analytical Table:** A table showing remaining soil contamination with analytical results and collection dates.
Note: This is one table of results for the contaminants of concern. Contaminants of concern are those that were found during the site investigation, that remain after remediation. It may be necessary to create a new table to meet this requirement.

Table #: 2 **Title: Laboratory Analytical Results of Excavation Soil Samples**

- Groundwater Analytical Table:** Table(s) that show the most recent analytical results and collection dates, for all monitoring wells and any potable wells for which samples have been collected.

Table #: 2 **Title: Groundwater Analytical Results**

- Water Level Elevations:** Table(s) that show the previous four (at minimum) water level elevation measurements/dates from all monitoring wells. If present, free product is to be noted on the table.

Table #: **Title:**

IMPROPERLY ABANDONED MONITORING WELLS

For each monitoring well not properly abandoned according to requirements of s. NR 141.25 include the following documents.

Note: If the site is being listed on the GIS Registry for only an improperly abandoned monitoring well you will only need to submit the documents in this section for the GIS Registry Packet.

- Not Applicable**

- Site Location Map:** A map showing all surveyed monitoring wells with specific identification of the monitoring wells which have not been properly abandoned.

Note: If the applicable monitoring wells are distinctly identified on the Detailed Site Map this Site Location Map is not needed.

Figure #: **Title:**

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

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

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

BRRTS #: 03-43-000767

ACTIVITY NAME: KANE CHEVROLET-BUICK INC

NOTIFICATIONS

Source Property

- Letter To Current Source Property Owner:** If the source property is owned by someone other than the person who is applying for case closure, include a copy of the letter notifying the current owner of the source property that case closure has been requested.
- Return Receipt/Signature Confirmation:** Written proof of date on which confirmation was received for notifying current source property owner.

Off-Source Property

Group the following information per individual property and label each group according to alphabetic listing on the "Impacted Off-Source Property" attachment.

- Letter To "Off-Source" Property Owners:** Copies of all letters sent by the Responsible Party (RP) to owners of properties with groundwater exceeding an Enforcement Standard (ES), and to owners of properties that will be affected by a land use control under s. 292.12, Wis. Stats.

Note: Letters sent to off-source properties regarding residual contamination must contain standard provisions in Appendix A of ch. NR 726.

Number of "Off-Source" Letters:

- Return Receipt/Signature Confirmation:** Written proof of date on which confirmation was received for notifying any off-source property owner.
- Deed of "Off-Source" Property:** The most recent deed(s) as well as legal descriptions, for all affected deeded **off-source property(ies)**. This does not apply to right-of-ways.
Note: If a property has been purchased with a land contract and the purchaser has not yet received a deed, a copy of the land contract which includes the legal description shall be submitted instead of the most recent deed. If the property has been inherited, written documentation of the property transfer should be submitted along with the most recent deed.

- Letter To "Governmental Unit/Right-Of-Way" Owners:** Copies of all letters sent by the Responsible Party (RP) to a city, village, municipality, state agency or any other entity responsible for maintenance of a public street, highway, or railroad right-of-way, within or partially within the contaminated area, for contamination exceeding a groundwater Enforcement Standard (ES) and/or soil exceeding a Residual Contaminant Level (RCL) or a Site Specific Residual Contaminant Level (SSRCL).

Number of "Governmental Unit/Right-Of-Way Owner" Letters:



State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

Tommy G. Thompson, Governor
George E. Meyer, Secretary
William R. Selbig, Regional Director

Peshtigo Service Center
101 N. Ogden Road P.O. Box 208
Peshtigo, Wisconsin 54157
Telephone 715-582-5000
FAX 715-582-5005

February 16, 1999

Mr. Jim Kane
Jim Kane Chevrolet
325 Van Buren Street
Oconto Falls, WI 54154

Subject: Final Case Closure for Contamination at Jim Kane Chevrolet, BRRTS #03-43-00767

Dear Mr. Kane:

On February 8, 1999, the Wisconsin Department of Natural Resources received a copy of a Groundwater Use Restriction recorded with the Oconto County Register of Deeds indicating that restricts the placement of potable water supply wells on the subject property until such time that it can be proven that no contamination exists anymore. The copy of the deed restriction was submitted to the Department by Northern Environmental of Green Bay, Wisconsin.

The purpose of the deed restriction was to comply with two closure requirements contained in a DNR letter dated September 22, 1998. One closure condition required that you record the referenced deed restriction with Oconto County. The second condition required that all of the monitoring wells that were used to define and monitor the contamination be properly abandoned. Notification of the well abandonment was provided to the DNR (by Northern Environmental) on October 22, 1998.

The DNR has determined that Jim Kane Chevrolet has complied with all necessary conditions to qualify for final closure of this contamination case and therefore, *this case is closed and no further action is necessary*. We thank you for your cooperation and for your efforts in cleaning up the environment to the extent practicable. If you have any questions about this letter, please feel free to contact me at (715) 582-5048.

Sincerely,

Mike Netzer, P.G., Hydrogeologist
Remediation & Redevelopment Program
Wisconsin Department of Natural Resources
Northeast Region - Peshtigo Service Center

471776

Document Number

GROUNDWATER USE RESTRICTION

VOL 762 PAGE 785

REGISTER OF DEEDS
OCONTO COUNTY
AT 11 O'CLOCK AM

FEB 3 1999

Loralee Harley
REGISTER

Recording Area

2000

Name and Return Address

Mr. Jim Kane
Jim Kane Chevrolet-Buick, Inc.
325 Van Buren Street
Oconto Falls, WI 54154

In re: All that certain tract or parcel of land in the City of Oconto Falls, Oconto County, Wisconsin, described as follows: Beginning with the East 248 feet of Outlot 2 of the SE quarter of the SW quarter of Section 24, Township 28 North, Range 19 East, except for that portion lying Northerly of the Westerly extension of the middle of Lot 6, Block 7, Kaufman's Plat No. 2, City of Oconto Falls. Plus the N half of Lot 3 and all of Lot 4, Block 7, Kaufman's Plat No. 2, City of Oconto Falls.

Declaration of Restrictions

STATE OF WISCONSIN)
) ss
COUNTY OF OCONTO)

Parcel Identification Number (PIN)

WHEREAS, Lyle Parsons and Pearl Parsons, as Vendors and James F. Kane and Donna Kane as Purchasers under a land contract are the owner of the above-described property.

WHEREAS, one or more petroleum discharges have occurred at this property. Petroleum contaminated groundwater above NR 140 enforcement standards exists on this property at the following locations as located on Attachment 1, identified as Figure 5, hereby attached to and made a part of this document: benzene concentration of 16 ug/L at Sump 1 and benzene concentration of 13 ug/L and 1,2 dichloroethane concentration of 5.2 ug/L in monitoring well 2, (MW-2). Soil contamination exists at the following location as located on Attachment 2, identified as Figure 6, hereby attached to and made a part of this document: gasoline range organic (GRO) concentration of 5400 mg/kg; benzene concentration of 7200 ug/kg; ethylbenzene concentration of 14,000 ug/kg; toluene concentration 28,000 ug/kg; xylene concentration of 530,000 ug/kg at S14 extending approximately 22 feet east and 8 feet south of the northwest corner of the Jim Kane Chevrolet building.

WHEREAS, it is the desire and intention of the property owner to impose on the property restrictions which will make it unnecessary to conduct additional soil or groundwater remediation activities on the property at the present time.

WHEREAS, natural attenuation has been approved by the Department of Natural Resources to remediate groundwater exceeding ch. NR 140 groundwater standards within the boundaries of this property.

WHEREAS, construction of wells where the water quality exceeds the drinking water standards in ch. NR 809 is restricted by ch. NR 811 and ch. NR 812. Special well construction standards or water treatment requirements, or both, or well construction prohibitions may apply.

NOW THEREFORE, the owner hereby declares that all of the property described above is held and shall be held, conveyed or encumbered, leased, rented, used, occupied and improved subject to the following limitation and restrictions:

Anyone who proposes to construct or reconstruct a well on this property is required to contact the Department of Natural Resources' Bureau of Drinking Water and Groundwater, or its successor agency, to determine what specific prohibitions or requirements are applicable, prior to constructing or reconstructing a well on this property. No well may be constructed or reconstructed on this property unless applicable requirements are met.

Structural impediments existing at the time of clean-up made complete remediation of the soil contamination impracticable. Petroleum contaminated soil may remain on this property at the locations identified above. Pursuant to the requirements of s. 292.11, Stats., if the structural impediments which currently exist on this property are removed, the property owner shall conduct an investigation of the degree and extent of petroleum contamination. To the extent that contamination is found at that time, the Wisconsin Department of Natural Resources shall be immediately notified and the contamination shall be properly treated or disposed of in accordance with applicable laws.

This restriction is hereby declared to be a covenant running with the land and shall be fully binding upon all persons acquiring the above-described property whether by descent, devise, purchase or otherwise. This restriction benefits and is enforceable by, the Wisconsin Department of Natural Resources, its successors and assigns. The Department, its successors or assigns, may initiate proceedings at law or in equity against any person or persons who violate or are proposing to violate this covenant, to prevent the proposed violation or to recover damages for such violation.

Any person who is or becomes owner of the property described above may request that the Wisconsin Department of Natural Resources or its successor issue a determination that the restrictions set forth in this covenant are no longer required. Upon receipt of such a request, the Wisconsin Department of Natural Resources shall determine whether or not the restrictions contained herein can be extinguished. If the Department determines that the restrictions can be extinguished, an affidavit, with a copy of the Department's written determination, may be recorded to give notice that this groundwater use restriction, or portions of this groundwater use restriction are no longer binding.

IN WITNESS WHEREOF, Lyle Parsons and Pearl Parson, owners of the property have executed this Declaration of Restrictions, this 22 day of Jan., 1999.

Signature: Lyle Parsons

Printed Name: Lyle Parsons

Signature: Pearl Parsons

Printed Name: Pearl Parsons

Subscribed and sworn to before me this 22nd day of Jan, 1999

Christine M. Bancroft
Notary Public, State of Wis

IN WITNESS WHEREOF, James S. Kane and Donna Kane, owners of the property have executed this Declaration of Restrictions, this _____ day of _____, 19____.

Signature: James S. Kane

Printed Name: James F. Kane

Signature: Donna Kane

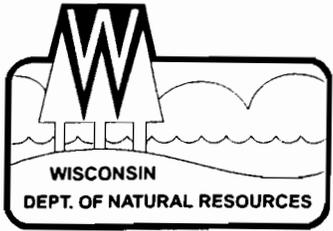
Printed Name: Donna Kane

Subscribed and sworn to before me this 2nd day of February, 1999

Linda M. Spaulding
Notary Public, State of Wisconsin

My commission May 30, 1999

→ file



State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

Tommy G. Thompson, Governor
George E. Meyer, Secretary
William R. Selbig, Regional Director

Peshtigo Service Center
101 N. Ogden Road
P.O. Box 208
Peshtigo, Wisconsin 54157
Telephone 715-582-5000
FAX 715-582-5005

September 22, 1998

Mr. Jim Kane
Jim Kane Chevrolet Buick
325 Van Buren Street
Oconto Falls, WI 54154

SUBJECT: **Pending Closure** for Jim Kane Chevrolet Buick, 325 Ban Buren Street, Oconto Falls, WI 54154
BRRTs Case No. 03 - 43 - 000767
PECFA Claim No. 54154 - 1137 - 25

Dear Mr. Kane:

On February 5, 1991 the Wisconsin Department of Natural Resources provided a notice to you that the degree and extent of Benzene, Ethylbenzene, Toluene, and Xylene (BETX) contamination at the above - named site was required to be investigated and remediated. We have since been informed that the required investigation and remediation has been accomplished. Therefore, the site was reviewed by the Northeast Region Closeout Committee for a determination as to whether or not the case qualified for close out under ch. NR 720 and ch. NR 726, Wisconsin Administrative Code.

Based on the investigative and remedial documentation provided to the Department, it appears that the BETX contamination at the above named site has been remediated to the extent practicable under current site conditions. Residual soil contamination remains in the vicinity of Boring S - 14, however, which may become accessible at some time in the future if site conditions change. For example, excavation at the depth of contamination may occur for construction or installation of facilities. If the residual contamination is excavated, the property owner, at that time, will be required to sample and analyze the excavated material in order to properly store, treat or dispose of it, and special precautions may be needed during construction to prevent a direct contact threat to humans.

Furthermore, Sump #1, which replaced monitoring well MW-3 still contains Benzene above the Ch. NR 140, Wisconsin Administrative Code enforcement standard. Therefore, if a groundwater use restriction which meets the requirements of s. NR 726.05(8)(am), Wisconsin Administrative Code, is recorded with the Oconto County Register of Deeds within 60 days, the Department will consider the case closed. A blank copy of the deed restriction format we would like you to use is attached. Until such time as we receive an

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Through Excellent Customer Service*



authenticated copy of the deed restriction, this case will be placed in our "Closure Pending" file at least for the next 60 days. After that time and until such time as this information is provided to us, the case will be returned to our "Active Files" and will not be closed.

Closure Conditions:

To summarize the requirements that must be met before the case is officially closed you need to record the groundwater use restriction at the Register of Deeds and indicate on your deed where impacted groundwater and soil contamination is found and abandon all groundwater monitoring wells associated with the case. Once verification of these actions are presented to us, we will close out your case file. Other than this, the Department has determined that *no further action is necessary at this site*.

We appreciate your cooperation in restoring the environment to the extent practicable at this property. If you have any questions about this letter or your final closure conditions, please feel free to contact me at (715) 582 - 5048.

Sincerely,



Mike Netzer, P.G., Hydrogeologist
Remediation & Redevelopment Program
Northeast Region - Peshtigo Service Center
Wisconsin Department of Natural Resources

CC: Mark Foht, Northern Environmental
Bruce Urben - NER

371082

ITS USE FOR ALL TRANSACTIONS WHERE OVER
50% IS FINANCED AND IN OTHER NON-CONSUMER
ACT TRANSACTIONS

VOL 560 PAGE 877

REGISTER OF DEEDS
OCONTO COUNTY

AT 9 O'CLOCK PM

MAY 17 1988

Joyce S. Bedding
REGISTER *6 pd*

Contract, by and between Lyle Parsons and
Bearl Parsons, his wife,

..... ("Vendor",
whether one or more) and James P. Kane and Donna Kane,
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 OCONTO County, State of Wisconsin:

The East 248 feet of Outlot 2 of the SW $\frac{1}{4}$ of
the SW $\frac{1}{4}$ of Section 24, Township 26 North,
Range 19 East, except for that portion lying
Northerly of the Westerly extension of the
middle of Lot 6, Block 7, Kaufman's Plat No. 2,
City of Oconto Falls. Plus the N $\frac{1}{4}$ of Lot 3 and all of
Lot 4, Block 7, Kaufman's Plat No. 2, City of Oconto Falls.

Tax Parcel No.

FEE

77.00-2

EXEMPT

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

Purchaser agrees to purchase the Property and to pay to Vendor at Crystal Lake Rd., Pickeral, WI.
the sum of \$1,133,000.00 in the following manner: (a) \$.....
at the execution of this Contract; and (b) the balance of \$ 183,000.00 together with interest from date
hereof on the balance outstanding from time to time at the rate of 10 per cent per annum
until paid to full, as follows: the sum of \$500 per week from which interest will first
be deducted and the balance applied to principal, all in accordance with
the loan amortization schedule between the parties, except that payment
will commence as of January 1, 1989, instead of May 1, 1988.

Provided, however, the entire outstanding balance shall be paid in full on or before the 1st day of
FEBRUARY, 2001 (the maturity date).

Following any default in payment, interest shall accrue at the rate of 12 % per annum on the entire unit unit
in default; (which shall include, without limitation, delinquent interest and, upon acceleration or maturity, the entire
principal balance)

Purchaser, unless caused 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 JANUARY 1, 1989
..... may the prepayment of principal amount be considered a violation.

In the event of any prepayment, this contract shall not be treated as in default with respect to payment as 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: PRIOR TO THE LAST PAYMENT UNDER THIS CONTRACT, THE
VENDORS WILL SUBMIT TO THE PURCHASERS AN ABSTRACT BROUGHT TO DATE AT
THE VENDORS' EXPENSE, SHOWING GOOD, MERCHANTABLE TITLE IN THE VENDORS.

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 (Purchaser are in possession
thereof)

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 \$183,000.00 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 clauses 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 time 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: ROAD

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 60 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 60 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 receive 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 amount previously paid by Purchaser shall be forfeited as liquidated damages for failure to fulfill this Contract and an amount 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 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 benefit 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 agree to join in the execution of the deed to be made in fulfillment hereof.

Dated this 11th day of May, 1988.

Signatures of Lyle Parsons, Pearl Parsons, James F. Kane, and Donna Kane with seals.

AUTHENTICATION

ACKNOWLEDGMENT

Signature(s)
Authenticated this day of 19

STATE OF WISCONSIN
Oconto County
Personally came before me this 11th day of May, 1988

TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, authorized by 1708.06, Wis. Stat.)

the above named Lyle Parsons, Pearl Parsons, James F. Kane and Donna Kane,

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

THIS INSTRUMENT WAS DRAFTED BY
Atty. Eugene E. Behling
Oconto Falls, Wisconsin

Eugene E. Behling
Notary Public, Oconto 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.

NOTICE OF ASSESSMENT This is not a Tax Bill
 In accordance with Section 70.365 of the Wisconsin Statutes, you are hereby notified
 of your assessment for the current year 19 **98** on the property described.
 IF YOU WISH TO CONTEST THIS ASSESSMENT, SEE THE REVERSE SIDE.

- Reason For Change
- 1. Land Improvements/Higher Land Use
 - 2. Change Due to Revaluation
 - 3. New Construction/Remodeling/Additions
 - 4. Correction of Error
 - 5. Assessment of Omitted Property
 - 6. No Change
 - 7. Other

KANE
 JAMES F & DONNA
 110 HILLSIDE DR



OCONTO FALLS, WI 54154-0000

OPEN BOOK: 9/11&12/98 9AM-4PM

Town, Village, or City of: **CITY OF OCONTO FALLS**

Parcel No.: **266-0202104004T**

Legal Description or Property Address:
**SEC24-T28-R19E KAUFMANS 2ND
 PLT N 1/2 LOT 3 BLK 7 &
 ALL LOT 4 BLK 7**

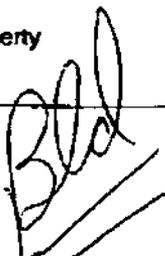
2660824050750

Year	Land	Improvements	Total
1997	18000	0	18000
1998	22500	0	22500
Total Assessment Increase/Decrease \$			4500
Board of Review/Assessors Date: 9/17/98 AT 2PM-6PM			
Meeting Location: CITY HALL 104 S FRANKLIN			
For Additional Information Call: 920-846-4250			

NOTICE OF ASSESSMENT This is not a Tax Bill
 In accordance with Section 70.365 of the Wisconsin Statutes, you are hereby notified
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 - 5. Assessment of Omitted Property
 - 6. No Change
 - 7. Other

KANE CHEV-BUICK
 JIM
 325 VAN BUREN ST



OCONTO FALLS, WI 54154-0000

OPEN BOOK: 9/11&12/98 9AM-4PM

Town, Village, or City of: **CITY OF OCONTO FALLS**

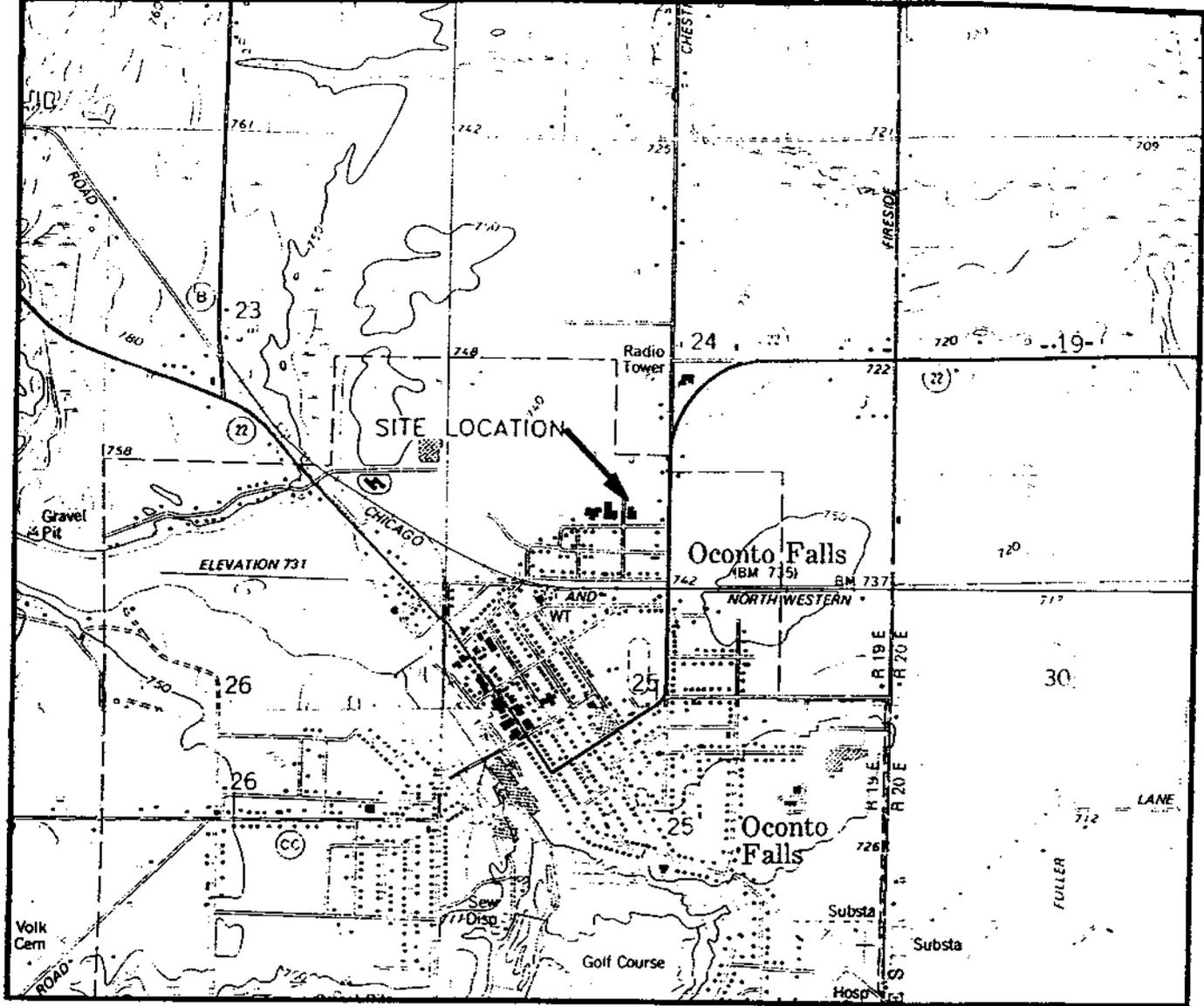
Parcel No.: **266-0202104016**

Legal Description or Property Address:
**I-88
 SEC24-T28-R19E ASSESSORS PL
 AT SE-SW 524-28-19 E 1/2 O
 L 2 EXC V 460 P 77**

266022401323

325 VAN BUREN

Year	Land	Improvements	Total
1997	27300	161500	188800
1998	35000	196200	231200
Total Assessment Increase/Decrease \$			42400
Board of Review/Assessors Date: 9/17/98 AT 2PM-6PM			
Meeting Location: CITY HALL 104 S FRANKLIN			
For Additional Information Call: 920-846-4250			



SCALE 1" = 2000'



CONTOUR INTERVAL 10 FEET
NATIONAL GEODETIC VERTICAL DATUM OF 1929



QUADRANGLE LOCATION

BASE MAP SOURCE: USGS OCONTO FALLS NORTH, WISCONSIN 7.5 MINUTE QUADRANGLE

DRAWN BY: WXT PROJECT: JKC330172 DATE: 4/5/95

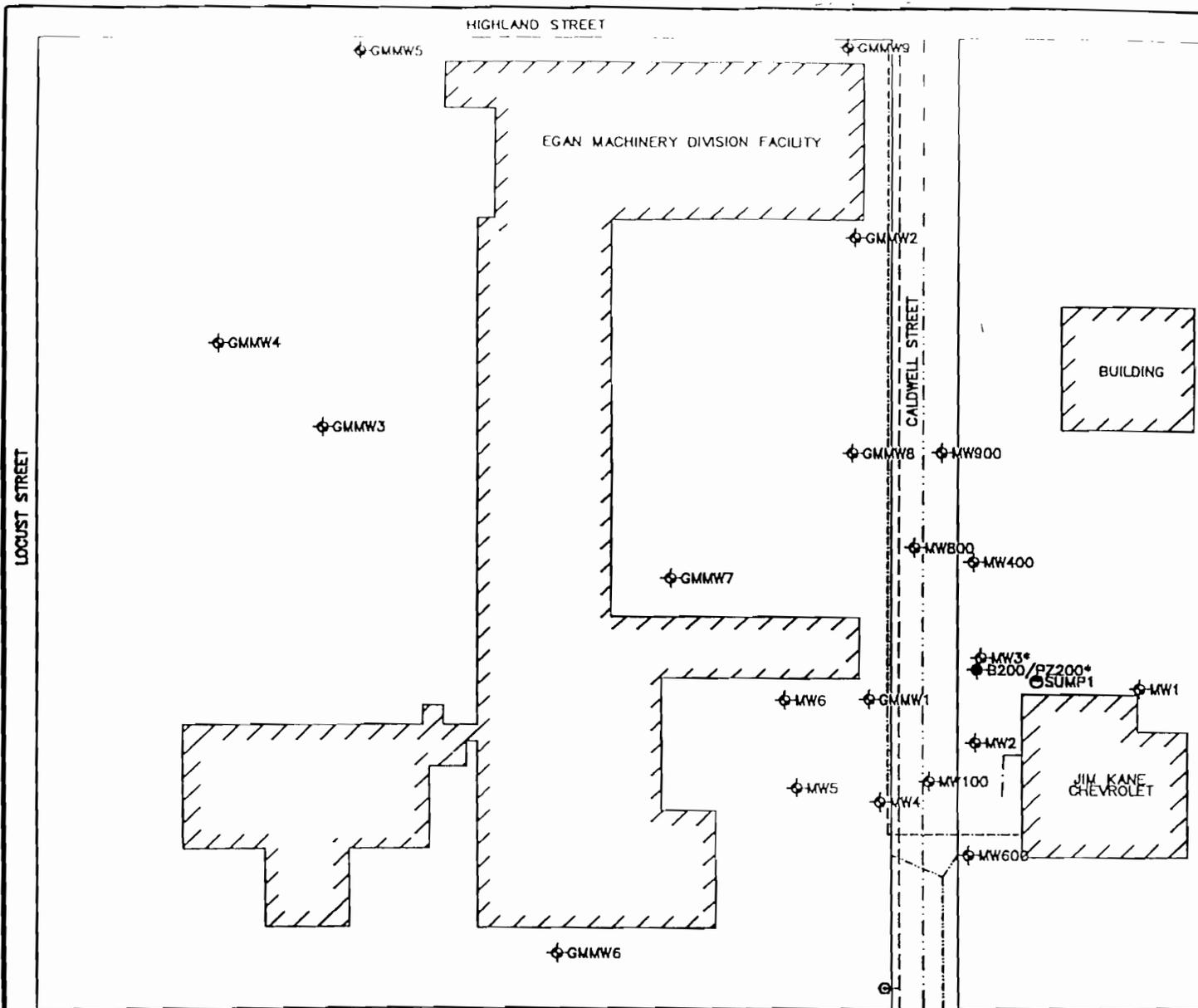
FILENAME: TOPO
THIS DRAWING AND ALL INFORMATION CONTAINED THEREIN IS THE PROPERTY OF NORTHERN ENVIRONMENTAL INCORPORATED AND SHALL NOT BE COPIED OR USED EXCEPT FOR THE PURPOSE FOR WHICH IT IS EXPRESSLY FURNISHED. THE DRAWING AND ANY COPIES THEREOF SHALL BE RETURNED TO THE OWNER ON DEMAND.

Northern Environmental
Hydrologists - Engineers - Geologists

FIGURE 1
SITE LOCATION AND LOCAL TOPOGRAPHY
JIM KANE CHEVROLET
OCONTO FALLS, WISCONSIN

FOR: JIM KANE CHEVROLET

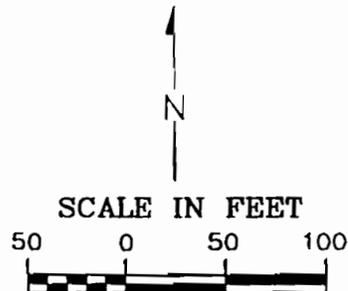
Post-Remedial Ground-Water Sample Locations



WATER SAMPLE ABOVE WDNR ES LEVELS

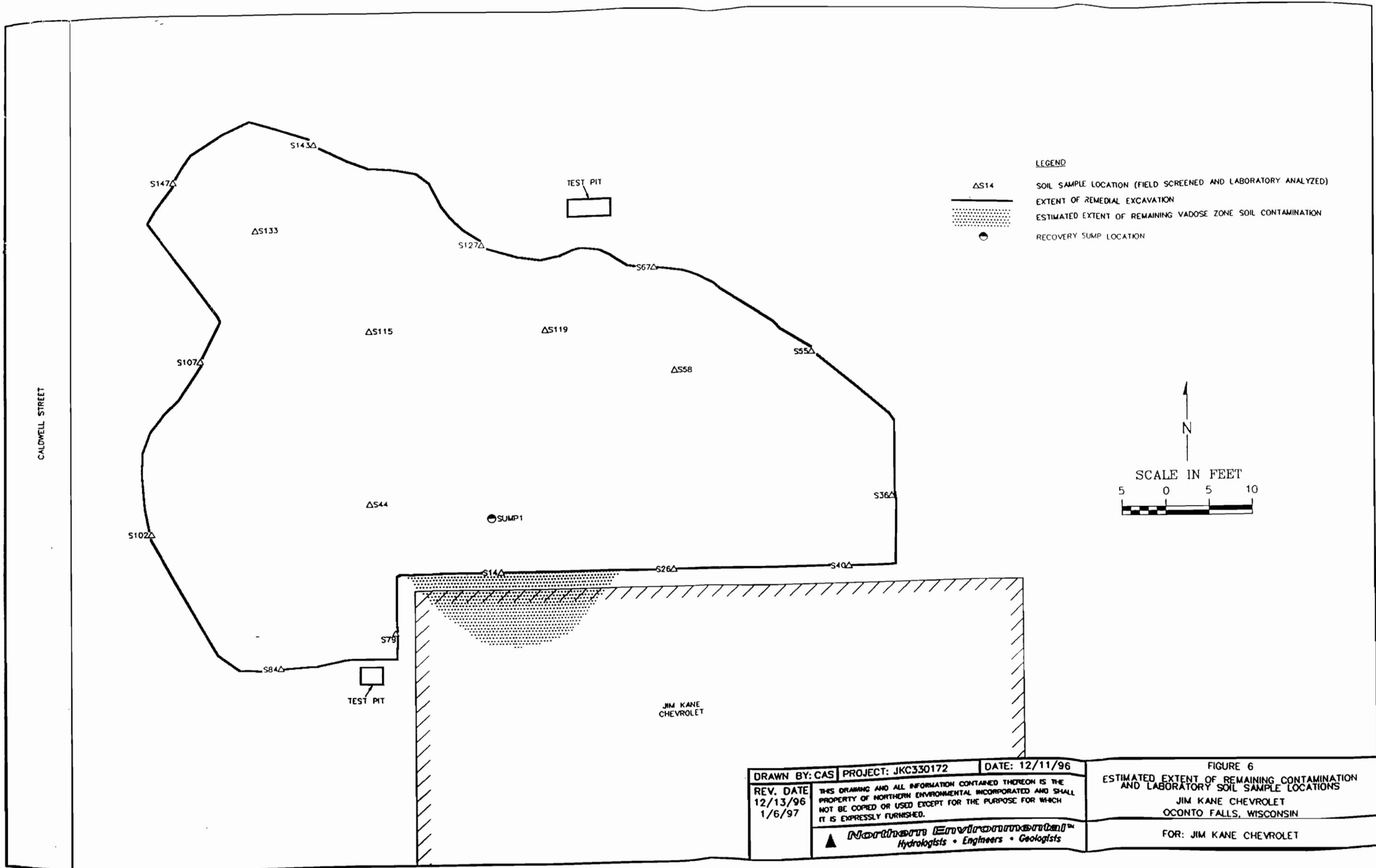
LEGEND

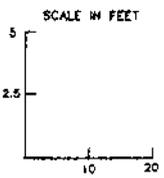
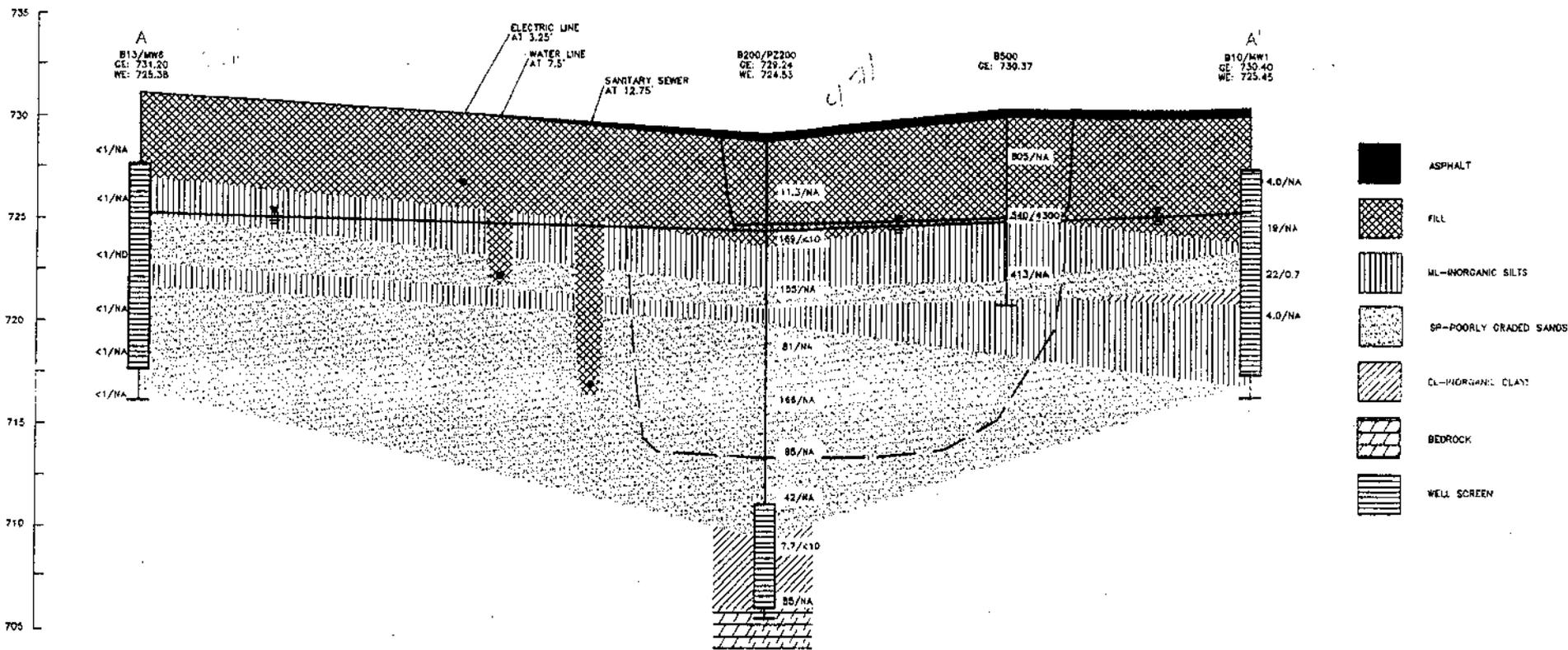
- ⊙ FIRE HYDRANT
- STORM SEWER
- ELECTRIC LINE
- NATURAL GAS LINE
- SANITARY SEWER LINE
- WATER LINE
- ◆ MW100 MONITORING WELL LOCATION
MW100 = NORTHERN ENVIRONMENTAL
GMMW1 = GERAGHTY & MILLER, INC.
MW1 = ROBERT E. LEE & ASSOCIATES
- ◆ PZ100 PIEZOMETER LOCATION
PZ200 = NORTHERN ENVIRONMENTAL
- RECOVERY SUMP LOCATION



NOTE: * = WELL ABANDONED DURING REMEDIAL EXCAVATION

DRAWN BY: CAS	PROJECT: JKC330172	DATE: 12/11/86	<p>FIGURE 5 MONITORING WELL LOCATIONS JIM KANE CHEVROLET OCONTO FALLS, WISCONSIN</p>
<p>REV. DATE 12/13/86 1/6/87</p>	<p>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.</p>		
<p>Northern EnvironmentalTM Hydrologists • Engineers • Geologists</p>			<p>FOR: JIM KANE CHEVROLET</p>



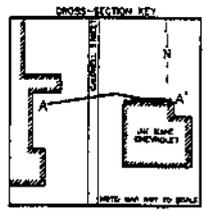


LEGEND

0/NA PID/GRO RESULT
 PID = PHOTOIONIZATION DETECTOR READINGS MEASURED IN INSTRUMENT UNITS AS ISOBUTYLENE (IU)
 GRO = GASOLINE RANGE ORGANICS MEASURED IN MILLIGRAMS PER KILOGRAM (mg/kg)
 NA = NOT ANALYZED
 ND = NOT DETECTED

↓ WATER TABLE ELEVATION
 --- ESTIMATED EXTENT OF SOIL CONTAMINATION
 - - - - ESTIMATED EXTENT OF GROUND-WATER CONTAMINATION
 GE GROUND ELEVATION (IN FEET)
 WE WATER ELEVATION (IN FEET)

NOTE:
 * WATER MEASUREMENTS TAKEN 10/18/95
 * ELEVATIONS REFERENCED TO MEAN SEA LEVEL
 * COLUMN WIDTHS ARE NOT TO SCALE



DRAWN BY: CAS	PROJECT: JKC330172	DATE: 5/25/95	FIGURE 5 GEOLOGIC CROSS-SECTION A-A' JIM KANE CHEVROLET OCONTO FALLS, WISCONSIN FOR: JIM KANE CHEVROLET
REVISION DATE: 10/30/95	THIS DRAWING AND ALL INFORMATION CONTAINED THEREIN IS THE PROPERTY OF NORTHERN ENVIRONMENTAL, INCORPORATED AND SHALL NOT BE COPIED OR USED EXCEPT FOR WHICH IT IS EXPRESSLY FURNISHED. THE DRAWING AND ANY COPIES THEREOF SHALL BE RETURNED TO THE OWNER ON DEMAND.		
Northern Environmental Environmental Controls, Inc.			

Post-Remediation Soil Sample Results

Table 2 Laboratory Analytical Results of Excavation Soil Samples, Jim Kane Chevrolet, Oconto Falls, Wisconsin

Sample Label	Sample Depth (feet)	Sample Location	Sample Grid Location	Laboratory Results							
				GRO mg/kg	PVOCs (ug/kg)						Xylene
					Benzene	Ethylbenzene	MTBE	Toluene	1,2,4-Trimethylbenzene	1,3,5-Trimethylbenzene	
WDNR Residual Contaminant Level				100	5.5	2900	NE	1500	NE	NE	4100
S14	2	South Wall	10E, 2N	5400	7200	14000	<250	28,000	290,000	130,000	530000
S26	2	South Wall	30E, 2N	<10	<25	<25	<25	30	50	26	85
S40	2	South Wall	50E, 2N	<10	<25	<25	<25	<25	<25	<25	<50
S84	2	South Wall	15W, 9S	<10	<25	<25	<25	<25	<25	<25	<50
S67	2	Northeast Wall	28E, 37N	<10	<25	<25	<25	<25	<25	<25	<50
S55	2	Northeast Wall	46E, 27N	<10	<25	<25	<25	<25	<25	<25	<50
S79	2	East Wall by Building	2W, 5S	<10	<25	<25	<25	<25	<25	<25	<50
S36	2	East Wall	55E, 10N	<10	<25	<25	<25	<25	45	28	<50
S127	2	North Wall	8E, 40N	<10	<25	<25	<25	<25	<25	<25	<50
S143	2	Northwest Wall	11W, 52N	<10	<25	<25	<25	<25	<25	<25	<50
S147	2	Northwest Wall	27W, 48N	<10	<25	<25	<25	<25	<25	<25	<50
S102	2	West Wall	30W, 7N	<10	<25	<25	<25	<25	<25	<25	<50
S107	2	West Wall	24E, 27N	<10	<25	<25	<25	<25	<25	<25	<50
S44	6	Confirmation Dirty Samples	5W, 10N	48000	110000	180000	<2500	510000	340,000	93,000	790000
S58	5	Confirmation Dirty Samples	30E, 25N	1000	11000	36000	<250	86000	68,000	20,000	160000
S115	5	Confirmation Dirty Samples	5W, 30N	3600	49000	90000	<250	270000	150,000	48,000	360000
S119	5	Confirmation Dirty Samples	15E, 30N	1400	30000	52000	<2500	160000	100,000	31,000	240000
S133	2	Confirmation Dirty Samples	18W, 42N	2100	22000	64000	<250	130000	110,000	34,000	250000

Depth to water is approximately 3 to 5 feet below grade

NOTE:
 GRO = gasoline range organics
 mg/kg = milligrams per kilogram
 ug/kg = micrograms per kilogram
 Exceeds WDNR residual contaminant levels (RCLs)
 Grid 0,0 point= Northwest corner of building

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Table 2 Ground-Water Analytical Results, Jim Kane Chevrolet, Oconto Falls, WI

Well ID	Date Sampled	Concentrations of Analytes Detected (ppb)																														
		Chloroform	1,1-Dichloroethene	1,1,1-Trichloroethene	1,1,2-Dichloroethane	1,1,2,2-Tetrachloroethane	1,1,2,2,2-Pentachloroethane	1,1-Dichloroethane	1,1,1-Trichloroethane	1,1,2-Dichloroethane	1,1,2,2-Tetrachloroethane	1,1,2,2,2-Pentachloroethane	1,1-Dichloroethane	1,1,1-Trichloroethane	1,1,2-Dichloroethane	1,1,2,2-Tetrachloroethane	1,1,2,2,2-Pentachloroethane	1,1-Dichloroethane	1,1,1-Trichloroethane	1,1,2-Dichloroethane	1,1,2,2-Tetrachloroethane	1,1,2,2,2-Pentachloroethane	1,1-Dichloroethane	1,1,1-Trichloroethane	1,1,2-Dichloroethane	1,1,2,2-Tetrachloroethane	1,1,2,2,2-Pentachloroethane	1,1-Dichloroethane	1,1,1-Trichloroethane	1,1,2-Dichloroethane	1,1,2,2-Tetrachloroethane	1,1,2,2,2-Pentachloroethane
WONR PAL (u/d)		NE	1.5	0.5	NE	NE	NE	0.5	NE	80	85	0.5	0.7	0.5	NE	140	0.005	NE	NE	0.5	12	8	NE	68.6	NE	14	40	0.5	NE	NE	NE	124
WONR ES (u/d)		NE	15	5	NE	NE	NE	5	NE	400	850	5	7	5	NE	700	0.05	NE	NE	5	60	40	NE	343	NE	70	200	5	NE	NE	NE	620
GMMW1 <i>50:1 removal</i>	03/10/94	ND	ND	ND	ND	ND	ND	ND	ND	ND	76	ND	2.2	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	78	ND	ND	ND	ND	ND
	04/11/94	—	—	ND	ND	ND	ND	ND	ND	9.6	100	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	47	ND	ND	ND	ND	ND
	06/18/94	—	—	ND	ND	ND	ND	ND	ND	NO	3.4	ND	0.11	0.55	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	18	ND	ND	ND	ND	ND
	05/01/95	<100	<1.0	<0.26	<0.45	<0.49	<0.40	<0.5	<0.27	<0.5	0.71	<0.86	0.88	<0.15	<0.34	<0.32	<0.08	<0.36	<0.46	<4.0	<0.22	<0.41	<0.41	<0.69	—	—	4.3	<0.18	<0.57	<0.57	<1.23	<1.23
	04/30/97	—	—	<0.21	<0.38	<0.8	<0.42	<0.13	<0.3	19	89	<0.14	22	<0.08	<0.28	<0.68	<0.05	<0.38	<0.37	<0.29	<0.21	<1.0	<0.4	<1.5	<0.57	<0.52	42	<0.13	<1.0	<0.86	<1.78	<1.78
	07/17/97	—	—	<0.21	<0.38	<0.8	<0.42	<0.13	<0.3	26	220	0.26 J	15	<0.08	<0.28	<0.68	<0.05	<0.38	<0.37	<0.29	<0.21	<1.0	<0.4	<1.5	<0.57	<0.52	54	0.17 J	<1.0	<0.86	<1.2	<1.2
SUMP1	10/09/96	—	—	26	6.3	<0.49	<0.40	<0.5	<0.27	<0.5	<0.37	2.2	<0.27	<0.15	1.5	18	<0.04	1.1	<0.48	<4	<0.22	4.1	3.2	3.3	<1.0	<0.91	<0.53	<0.18	19	8.8	22.7	22.7
	04/30/97	—	—	16	0.62	<0.8	<0.42	<0.13	<0.3	<0.83	<0.31	0.66	<0.13	<0.08	<0.28	6.5	<0.05	0.83	<0.37	<0.29	<0.21	2.46 J	2.5	<1.5	<0.57	<0.52	<0.37	<0.13	2.6	<0.86	4.7	4.7
	07/17/97	—	—	26	1.1	<0.8	<0.42	<0.13	<0.3	<0.83	<0.31	1.3	<0.13	<0.08	<0.28	<0.68	<0.05	1	<0.37	3.1	<0.21	1.11 J	2.7	<1.5	<0.57	<0.52	<0.37	<0.13	<1	<0.86	1.6	1.6
	10/27/97	—	—	16	<0.12	<0.07	<0.1	<0.18	<0.070	<0.39	<0.11	<0.44	<0.28	<0.11	<0.11	<0.068	<0.12	0.43	<0.09	<0.28	<0.18	<0.15	1	<0.082	<0.16	<0.13	<0.12	<0.3	<0.063	<0.1	<0.1	<0.1