

GIS REGISTRY INFORMATION

SITE NAME:	BRILL TRUCKING			
BRRTS #:	02-45-169288	FID # (if appropriate):		
COMMERCE # (if appropriate):	54165-8135-08			
CLOSURE DATE:	06/09/2003			
STREET ADDRESS:	N5608 COUNTY ROAD C			
CITY:	SEYMOUR			
SOURCE PROPERTY GPS COORDINATES (meters in WTM91 projection):	X=	652848	Y= 442154	
CONTAMINATED MEDIA:	Groundwater <input type="checkbox"/>	Soil <input checked="" type="checkbox"/>	Both <input type="checkbox"/>	
OFF-SOURCE GW CONTAMINATION >ES:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No		
IF YES, STREET ADDRESS 1:	_____			
GPS COORDINATES (meters in WTM91 projection):	X=		Y=	
OFF-SOURCE SOIL CONTAMINATION >Generic or Site-Specific RCL (SSRCL):	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No		
IF YES, STREET ADDRESS 1:	_____			
GPS COORDINATES (meters in WTM91 projection):	X=		Y=	
CONTAMINATION IN RIGHT OF WAY:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No		
DOCUMENTS NEEDED:				
Closure Letter, and any conditional closure 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)				NA
Tables of Latest Soil Analytical Results (no shading or cross-hatching)				X
Isoconcentration map(s), if required for site investigation (SI) (8.5x14" if paper copy). The isoconcentration map should have flow direction and extent of groundwater contamination defined. If not available, include the latest extent of contaminant plume map.				NA
GW: Table of water level elevations, with sampling dates, and free product noted if present				NA
GW: Latest groundwater flow direction/monitoring well location map (should be 2 maps if maximum variation in flow direction is greater than 20 degrees)				NA
SOIL: Latest horizontal extent of contamination exceeding generic or SSRCLs, with one contour				X
Geologic cross-sections, if required for SI. (8.5x14" if paper copy)				X
RP certified statement that legal descriptions are complete and accurate				X
Copies of off-source notification letters (if applicable)				NA
Letter informing ROW owner of residual contamination (if applicable) (public, highway or railroad ROW)				NA
Copy of (soil or land use) deed restriction(s) or deed notice if any required as a condition of closure				NA



June 9, 2003

Ms. Janet Brill
Brill Trucking
W3421 Sievert Road
Seymour, WI 54165

RE: Final Closure

Commerce # 54165-8135-08 WDNR BRRTS # 02-45-169288
Brill Trucking, N5608 County Road C, Seymour

Dear Ms. Brill:

The Wisconsin Department of Commerce (Commerce) has received all items required as conditions for closure of the site referenced above. This case is now listed as "closed" on the Commerce database and will be included on the Wisconsin Department of Natural Resources (WDNR) Geographic Information System (GIS) Registry of Closed Remediation Sites to address residual contamination. It is in your best interest to keep all documentation related to the environmental activities that were conducted.

If residual contamination is encountered in the future, it must be managed in accordance with all applicable regulations. If it is determined that any remaining contamination poses a threat, the case may be reopened and further investigation or remediation may be required. If applicable, the PECFA claim for this site would also be reopened and you may apply for assistance to the extent of remaining eligibility.

Thank you for your efforts to bring this case to closure. If you have any questions, please contact me in writing at the letterhead address or by telephone at (920) 303-5410.

Sincerely,

A handwritten signature in cursive script that reads 'Beth A. Erdman'.

Beth A. Erdman
Hydrogeologist
Site Review Section

cc: Karl Schuldes-Robert E. Lee & Associates, Inc.
Case File



May 8, 2003

Ms. Janet Brill
Brill Trucking
W3421 Sievert Road
Seymour, WI 54165

RE: **Conditional Case Closure**

Commerce # 54165-8135-08 **WDNR BRRTS # 02-45-169288**
Brill Trucking, N5608 County Road C, Seymour

Dear Ms. Brill:

The Wisconsin Department of Commerce (Commerce) has reviewed the request for case closure prepared by your consultant, Robert E. Lee & Associates, Inc., for the site referenced above. It is understood that residual soil contamination remains on-site. Commerce has determined that this site does not pose a significant threat to the environment and human health. No further investigation or remedial action is necessary.

During the final groundwater sampling event conducted on March 8, 2003, the preventive action limit (PAL) for cadmium was exceeded at monitoring well MW-1 at 1.1 parts per billion and the PAL for lead was exceeded in the office well at 1.7 parts per billion. Commerce is issuing a PAL exemption, per NR 140.28(2), Wis. Adm. Code, for lead and cadmium at the referenced property.

The following condition must be satisfied to obtain final closure:

1. Documentation (WDNR Abandonment Form 3300-5B) of abandonment of groundwater monitoring well MW-1.

This letter serves as your written notice of "no further action". Timely filing of your final PECFA claim (if applicable) is encouraged. If your claim is not received within 120 days of the date of this letter, interest costs incurred after 60 days of the date of this letter will not be eligible for PECFA reimbursement.

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 \$ 105,000.00, 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: easements and restrictions of record

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 90 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 90 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 20th day of February, 1988.

Gerald L. Brill (SEAL)
Gerald L. Brill, Vendor

Elaine E. Brill (SEAL)
Elaine E. Brill, Vendor

Terry L. Brill (SEAL)
Terry L. Brill, Purchaser

Janet J. Brill (SEAL)
Janet J. Brill, Purchaser

AUTHENTICATION

ACKNOWLEDGMENT

Signature(s) Gerald L. Brill, Elaine E. Brill, STATE OF WISCONSIN

Terry L. Brill and Janet J. Brill

authenticated this 20 day of February, 1988

Perry D. Pierre
Perry D. Pierre

TITLE: MEMBER STATE BAR OF WISCONSIN

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

THIS INSTRUMENT WAS DRAFTED BY
Pierre & Wittlin, Lawyers
Seymour, Wisconsin 54165

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

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

Personally came before me this day of 1988 the above named

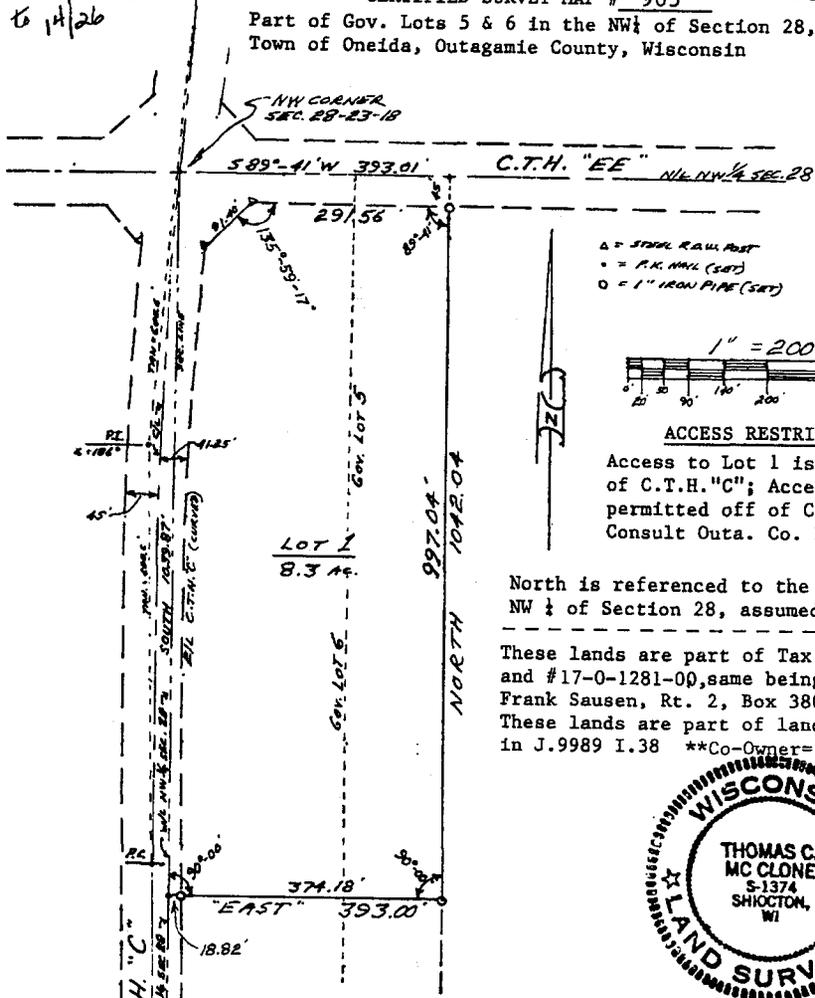
to me known to be the person who executed the foregoing instrument and acknowledge the same.

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

Received for filing this 24th day of April 1991 at 2 P.M. and filed in Volume 5 of Certified Survey Map on page 905, as Number 905

2/158 (D)
to 14/26 (11)

Part of Gov. Lots 5 & 6 in the NW 1/4 of Section 28, T23N, R18E, Town of Oneida, Outagamie County, Wisconsin



ACCESS RESTRICTION

Access to Lot 1 is restricted off of C.T.H. "C"; Access to Lot 1 is permitted off of C.T.H. "EE".
 Consult Outa. Co. Hy. Dept. Re. same

North is referenced to the W/line of the NW 1/4 of Section 28, assumed to bear Due North.

These lands are part of Tax Parcel #17-0-1280-00 and #17-0-1281-00, same being owned by Frank Sausen, Rt. 2, Box 380, Black Creek, WI. ** These lands are part of lands described in J.9989 I.38 ** Co-Owner = FARM CREDIT BANK ST. PAUL MINN.



SURVEYOR'S CERTIFICATE

I, Thomas C. McClone, Wisconsin Land Surveyor #1374, hereby certify that I have surveyed, divided, mapped and monumented part of Gov. Lots 5 & 6 in the NW 1/4 of Section 28, T23N, R18E, Town of Oneida, Outagamie County, Wisconsin, described as follows: Beginning at the NW corner of said Sec. 28; thence "Due South"(assumed), along the W/line of said NW 1/4 (also W/line G.L. 6), 1039.87'; thence "Due East" 18.82' to a 1" iron pipe on the E/line of C.T.H. "C"; thence continue "Due East" 374.18' to the NE corner of lands described in 8258 M. 37 of Outa. Co. Records; thence "Due North" 997.04' to a 1" iron pipe on the S/line of C.T.H. "EE"; thence continue Due North 45.00' to the N/line of said NW 1/4 (also C/line Hy. "EE"); thence S89°-41'-00"W, along said N/line, 393.01' to the point of beginning. Less and excepting all that part of existing Hy. "C" and Hy. "EE" R.O.W. Also excepting that part being vision corner R.O.W. (Containing 8.3 acres M. or L.)

I further certify that I have made this survey and division at the request and direction of the owner of these lands; that the above plat correctly depicts said survey; and that I have fully complied with the provisions of Chap. 236.34 of the Wisconsin Statutes together with those of the Outa. Co. Subd. Ord. in surveying and mapping this parcel.

Reviewed and approved by Outa. Co. Zoning Office this 24 day of April, 1991.

James A. Shepko
 Reviewer

Thomas C. McClone
 Thomas C. McClone R.L.S. #1374
 N7146 Kliner Road
 Shiocton, WI. 54170



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

RECEIVED

APR 02 2003

ERS DIVISION

March 28, 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. Beth Erdman
WISCONSIN DEPARTMENT OF COMMERCE
2129 Jackson Street
Oshkosh, WI 54901-1805

RE: Additional Documentation for Closure
Brill Trucking
N5608 County Road C, Seymour, WI 54165
LUST ID# 02-05-169288
COMMERCE #54165-8135-08

Dear Ms. Erdman:

We have enclosed the items required for the GIS registry. The parcel number for the property is 17-0-1282-00. If you have any questions or comments regarding this matter, please feel free to contact this office.

Sincerely,

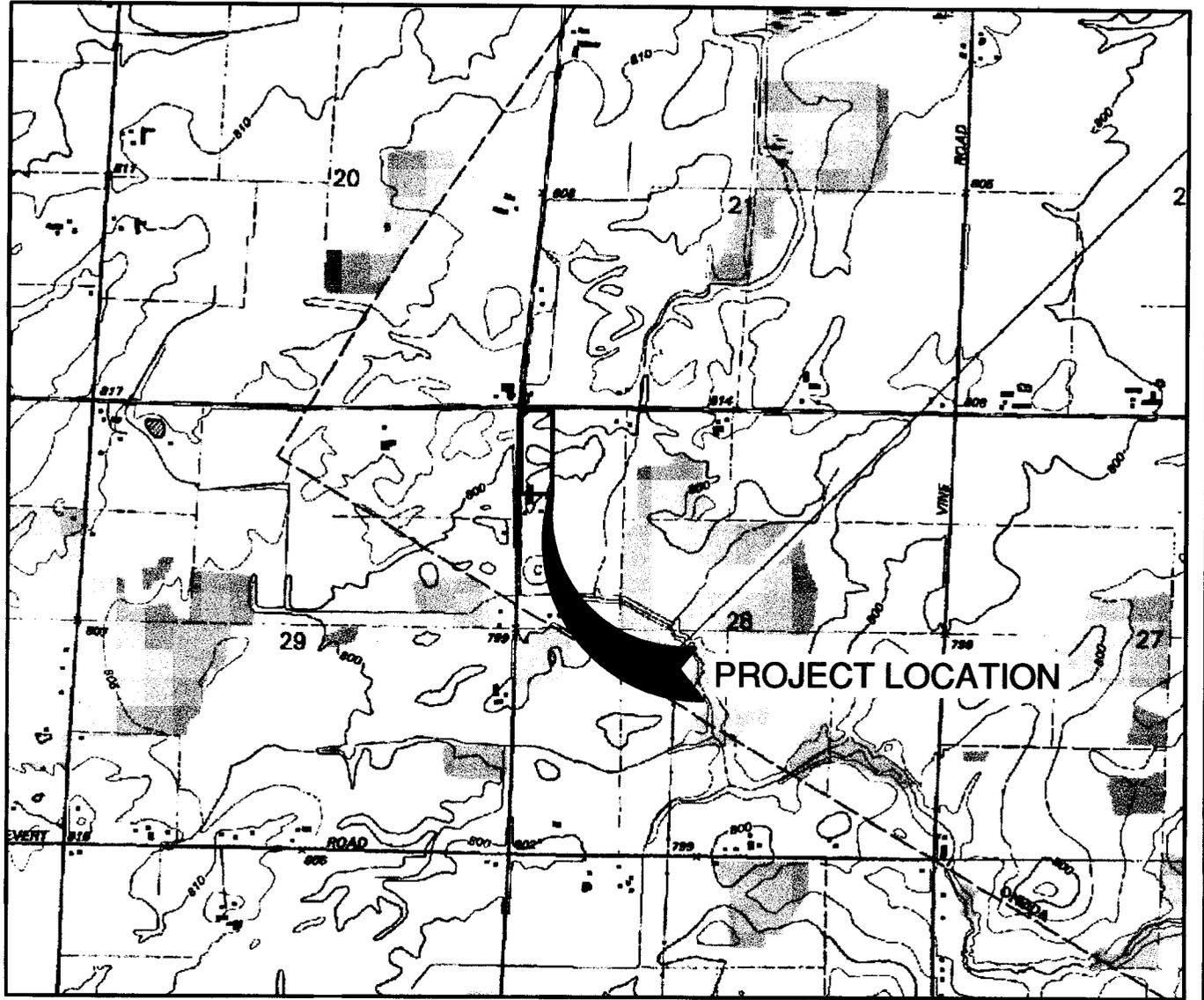
ROBERT E. LEE & ASSOCIATES, INC.

Karl A. Schuldes

Karl A. Schuldes
Environmental Scientist II

KAS/kjp

CC/ENC. Janet Brill, Brill Trucking



LOCATION MAP

BRILL TRUCKING
W3421 SIEVERT ROAD
TOWN OF ONEIDA, OUTAGAMIE COUNTY, WI.



1" = 2000'

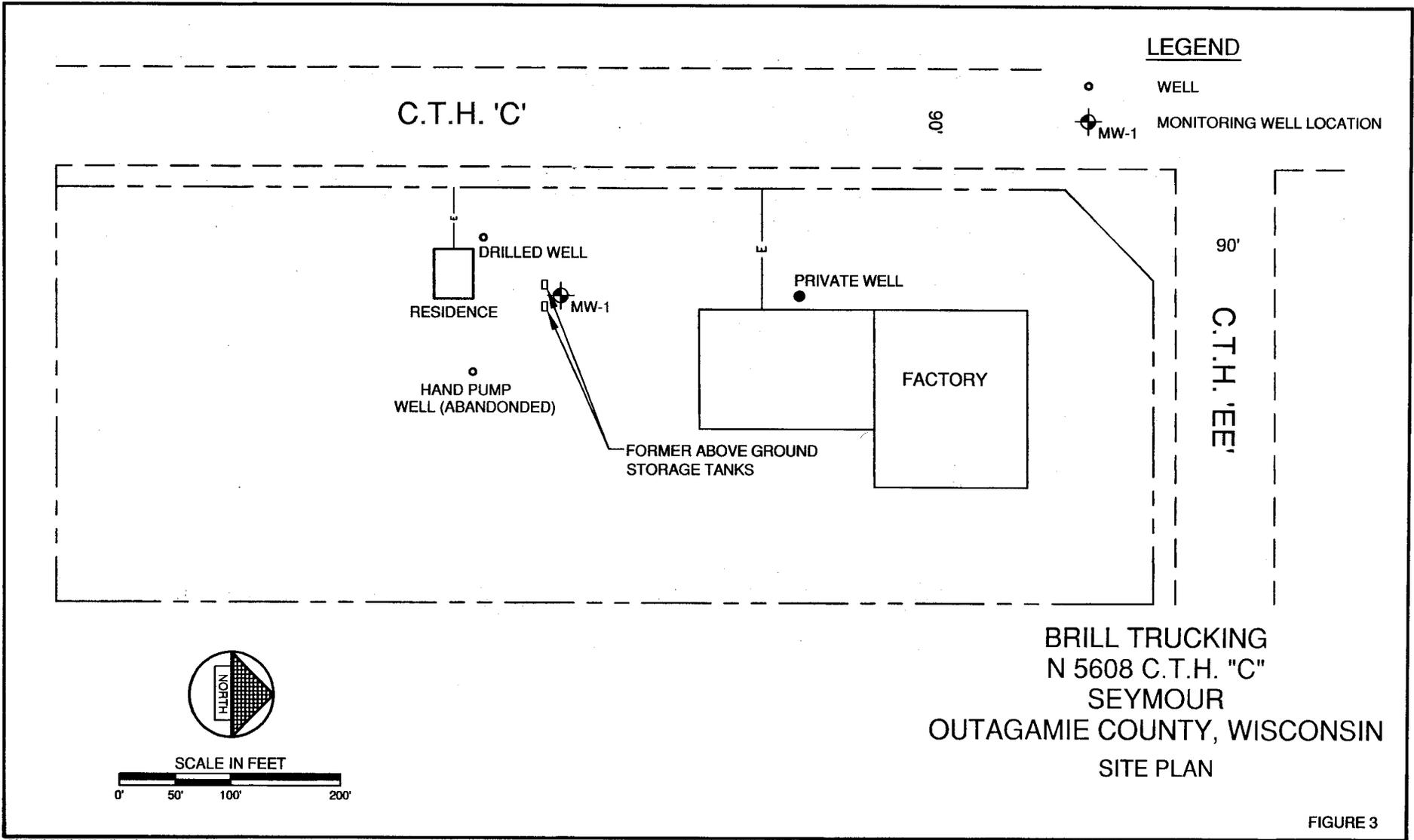


Table 1
Date Sampled: July 29, 30, 1997

Sample Data	S-1	S-2	S-3	S-4	S-5	S-6	S-7	S-8	S-9
Sample Time	10: 30 am	11:00 am	11:30 am	12:00 pm	3:00 pm	3:30 pm	12:00 pm	12:30 p.m.	1:00 p.m.
Sample Depth	1-3"	1-3"	1-3"	1-3"	1-3"	1-3"	1-3"	1-3"	1-3"
Analytical Results									
DRO (ppm)	15	21	<1.6	<1.7	35	4,670	<1.6	<1.6	3,320

Table 2
Soil Analytical Data
December 10, 1999

Parameters	GP-1.2	GP-1.4	GP-2.2	GP-3.3	GP-4.1	GP-5.2	GP-6.1	GP-7
Depth (ft)	3-5	8-10	2-4	6-8	2-4	5-7	2-4	3-5
Lead mg/kg	3.3	3.2	4.6	3.4	2.4	3.2	3.5	3.5
Cadmium mg/kg	<0.074	<0.076	<0.076	<0.076	<0.39	<0.074	<0.073	0.13
DRO mg/kg	7000	<4.2	<4.4	<4.5	<4.5	<4.1	<4.2	<4.6
VOC's ug/kg	N.D.	N.D.						
PAH's ug/kg	N.D.	N.D.						

= NR 720 Soil Exceedance
 N.D. = No Detect

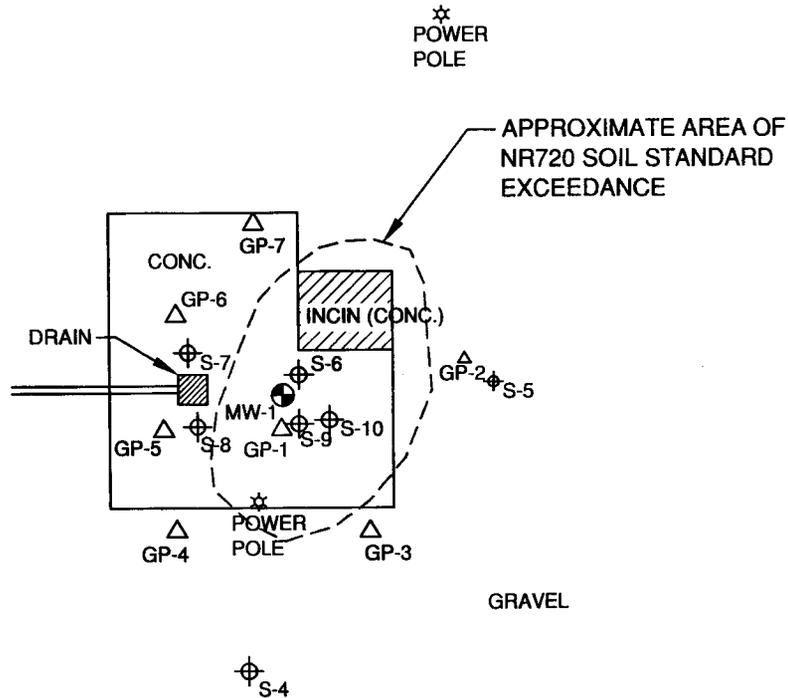


SCALE IN FEET



LEGEND

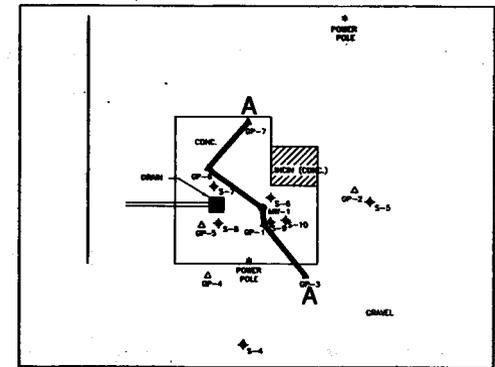
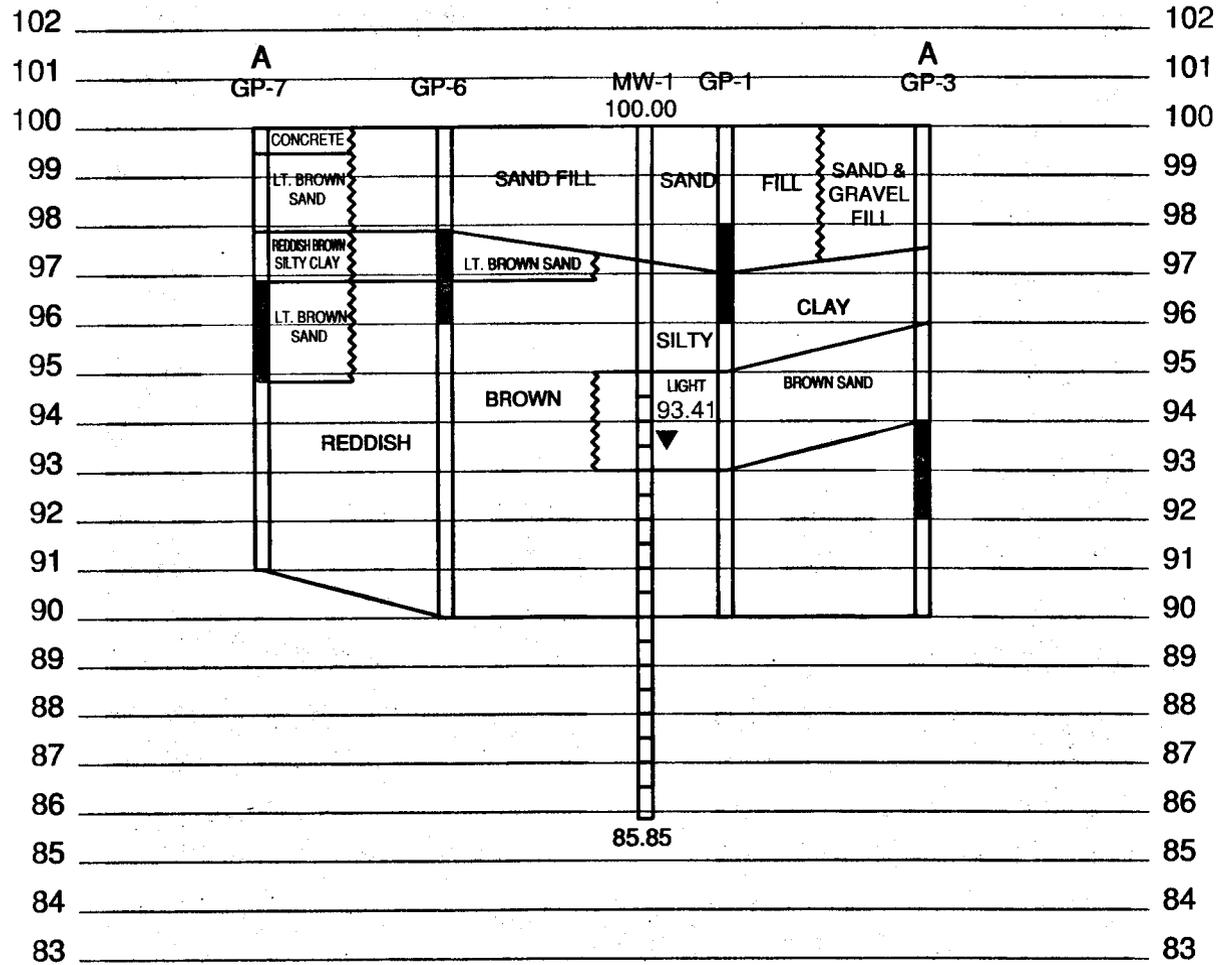
- S-1 SOIL BORING LOCATION (JULY 29, 1997)
- GP-5 SOIL BORING LOCATION (DEC 10, 1999 & MAY 10, 2000)
- MW-1 MONITORING WELL LOCATION



BRILL TRUCKING
N 5608 C.T.H. "C"
SEYMOUR
OUTAGAMIE COUNTY, WISCONSIN

SITE PLAN &
SOIL BORING LOCATION MAP

FIGURE 1



SCALE

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

LEGEND

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

BRILL TRUCKING
 N 5608 C.T.H. "C"
 TOWN OF ONEIDA
 OUTAGAMIE COUNTY, WI

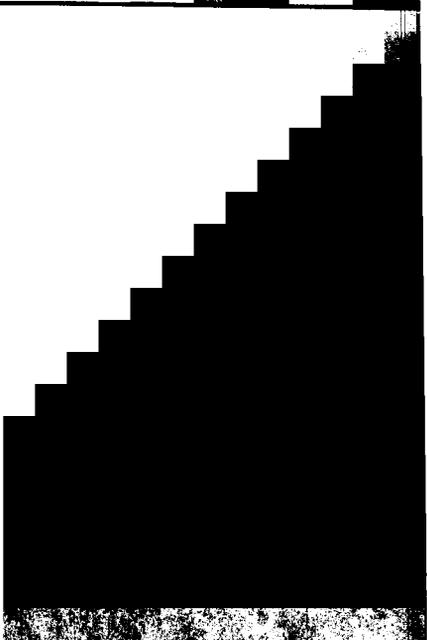
GEOLOGIC CROSS SECTION
 WATER ELEV. 08/11/00

FIGURE 1



February 12, 2003

Brill Trucking, Inc.
W3421 Sievert Rd.
Seymour, WI 54165



Wisconsin Department of Commerce
Environmental & Regulatory Services Division
Bureau of PECFA
2129 Jackson St.
Oshkosh, WI 54901-1805

RE: Commerce #54165-8135-08

Dear Ms. Erdman,

I would like to affirm in writing that the legal description for the property in the above listed case is true and correct.

Please do not hesitate to contact me if you have any other questions.

Sincerely,



Janet Brill