GIS REGISTRY
Cover Sheet

March, 2010
(RR 5367)

Source Property Information

CLOSURE DATE: Dec 22, 2003

BRRTS #: **03-45-000585**

FID #: 445108950

ACTIVITY NAME: GAS STOP - GARROW OIL

DATCP #:

PROPERTY ADDRESS: 1717 W COLLEGE AVE

COMM #: 54914494617

MUNICIPALITY: APPLETON

PARCEL ID #: 313004802

***WTM COORDINATES:**

X: **645081** Y: **422119**

** 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" form)*

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

- ☐ Contamination in ROW
- ☐ Off-Source Contamination

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

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 unit or economic development corporation was directed to take a response action)*

Monitoring Wells:

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

○ Yes ◉ No ○ N/A

** Residual Contaminant Level*
***Site Specific Residual Contaminant Level*

GIS Registry Checklist

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 #: 03-45-000585 PARCEL ID #: 313004802

ACTIVITY NAME: GAS STOP - GARROW OIL WTM COORDINATES: X: 645081 Y: 422119

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

- [x] **Closure Letter**
- [ ] **Maintenance Plan** (*if activity is closed with a land use limitation or condition (land use control) under s. 292.12, Wis. Stats.*)
- [ ] **Continuing Obligation Cover Letter** (for property owners affected by residual contamination and/or continuing obligations)
- [x] **Conditional Closure Letter**
- [ ] **Certificate of Completion (COC)** (for VPLE sites)

SOURCE LEGAL DOCUMENTS

- [x] **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.*
- [x] **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 #: na **Title: na**
- [x] **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 11 x 17 inches unless the map is submitted electronically.

- [x] **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 #: na **Title: Site Location Map**
- [x] **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 #: na **Title: Groundwater MTBE Distribution**
- [x] **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 #: na **Title: Groundwater MTBE Distribution**

BRRTS #: 03-45-000585 ACTIVITY NAME: GAS STOP - GARROW OIL

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 #: **Title:**

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 #: na **Title: Groundwater MTBE Distribution**

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

Figure #: 1 **Title: Potentiometric Surface (8/14/96)**

Figure #: 7 **Title: Potentiometric Surface (11/19/97)**

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

Tables must be no larger than 11 x 17 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: Soil Sample Laboratory Analytical Results**

☒ **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 #: na **Title: Groundwater Laboratory 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 #: na **Title: Groundwater Elevation Data**

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.*

MW-4 not abandoned (see letter)

☐ **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 #: 03-45-000585 ACTIVITY NAME: GAS STOP - GARROW OIL

NOTIFICATIONS

Source Property

☐ **Not Applicable**

☒ **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.

☐ **Not Applicable**

☐ **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: 1

State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

Jim Doyle, Governor
Scott Hassett, Secretary

Oshkosh Service Center
625 East County Road Y, STE 700
Oshkosh, Wisconsin 54901-9731
TELEPHONE 920-424-3050
FAX 920-424-4404

December 22, 2003

Mr. William Garrow
Garrow Oil
504 W Edgewood Dr
Appleton, WI 54915

SUBJECT: Final Case Closure By Project Manager
Garrow Oil, 1717 W. College Ave, Appleton, WI
WDNR BRRTS #: 03-45-000585

Dear Mr. Garrow:

On October 28, 1999 your site as described above was reviewed for closure by the Department of Natural Resources. The Department reviews environmental remediation cases for compliance with state laws and standards to maintain consistency in the closure of these cases. On November 15, 1999, you were notified that conditional closure was granted to this case.

On December 22, 2003, the Department received correspondence indicating that you have complied with the conditions of closure. Based on the correspondence and data provided, it appears that your case meets the screening criteria of s. NR 746.07 or s. NR 746.08, Wis. Adm. Code, and the requirements of ch. NR 726, Wis. Adm. Code.

Your site will be listed on the DNR Remediation and Redevelopment GIS Registry of Closed Remediation Sites. Information that was submitted with your closure request application will be included on the registry. To review the sites on the GIS Registry web page, visit http://gomapout.dnr.state.wi.us/org/at/et/geo/gwur/index.htm

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

Please be aware that this case may be reopened pursuant to s. NR 726.09, Wis. Adm. Code, if additional information regarding site conditions indicates that contamination on or from the site poses a threat to public health, safety or welfare, or the environment.

The Department appreciates your efforts to restore the environment at this site. If you have any questions regarding this letter, please contact me at 920-303-5435.

Sincerely,

Cheryl Laatsch

Cheryl Laatsch
Project Manager, Bureau for Remediation & Redevelopment
cc: Mark Love, Shaw Environmental, 790 Marvelle Lane, Green Bay WI 54304

State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

Tommy G. Thompson, Governor
George E. Meyer, Secretary

Appleton Field Station
3369 W. Brewster Street
Appleton, Wisconsin 54914-1602
Telephone 920-832-2826
FAX 920-832-1800

November 15, 1999

Mr. William Garrow
Garrow Oil Corporation
504 W. Edgewood Drive
Appleton, WI 54915

Subject: Case Closure with Groundwater Use Restrictions for Affected Properties, Gas Stop – Garrow Oil, 1717 College Avenue, Appleton, Wisconsin, WDNR BRRTS ID# 03-45-000585

Dear Mr. Garrow:

On October 28, 1999, the Northeast Region Closure Committee reviewed the above referenced leaking underground storage tank (LUST) case to determine if it qualified for close out under ch. NR 726, Wis. Adm. Code. Based on the investigative and remedial documentation provided to the Department, the LUST case can be closed pending the filing of groundwater use restrictions with the deeds for all properties where concentrations in groundwater are greater than the Enforcement Standard (ES) found in NR 140, Wis. Adm. Code. The groundwater use restrictions will state that petroleum contaminated groundwater above the groundwater quality ES found in NR 140 exists on the property. If groundwater use restrictions which meet the requirements of NR 726.05(8)(am), Wis. Adm. Code, are recorded with the Outagamie County Register of Deeds, the Department will consider the case as closed, having determined that no further action is necessary at this time. For purposes of identifying affected properties that will require a groundwater use restriction, the point of standards application with ES exceedances are MW-2, MW-3, and GP-101. This closure determination only applies to the LUST case and not the source of the chlorinated compounds that appear to be originating on your property. We will be sending you a separate letter to address this chlorinated contamination.

For closure of the LUST case, to complete the deed notifications on properties where the ES has been exceeded, you should determine the ownership of all affected properties and submit an unabbreviated copy of the most recent deed with the legal description and a site map for all the properties. This includes all municipally or Department of Transportation (DOT) owned properties. The site map accompanying each deed should be labeled as Exhibit 1 and must depict the monitoring well location(s), their associated contaminant concentrations, and the extent of remaining groundwater contamination above the Preventive Action Limit (PAL). If a deed is not available for a municipally or DOT owned property but the municipality or DOT is willing

to sign a restriction, please notify us and we will insert a description for the affected area in the restriction. If the municipality or DOT is not willing to sign a groundwater use restriction, then we can not officially close the site on our tracking system until such time as a Geographic Information System (GIS) database is available.

After you submit these items for each affected property to the Department, we will send you a draft copy of each deed restriction, containing language regarding the remaining petroleum contamination. After you have reviewed the draft deed restrictions and identified any corrections that might be necessary, you will be sent a final for all appropriate signatures. Once you have the appropriate signatures on the groundwater use restrictions and filed them with the Outagamie County Register of Deeds, you should return a copy of each of the signed restrictions and the exhibits with proof of filing for our files. At that time, we must also receive documentation of the proper abandonment of any and all monitoring wells, extraction wells, sumps, and soil venting systems. It may be in your best interest, however, to use the existing monitoring wells for the investigation for the chlorinated contamination. If that is the case, please let me know.

The groundwater use restrictions are an option that the Department can offer in order to close this site. If you choose not to accept this option, you must conduct additional remedial actions for the remaining contamination. Within 14 days, please submit a letter to the Department documenting your intentions. I have attached an example of a groundwater use restriction for your information. We appreciate the actions you and your consultant have undertaken to restore the environment at this site. If you have any questions, please call me at (920) 832-1803.

Sincerely,

Jennifer Huffman

Jennifer Huffman, P.G.
Hydrogeologist
Remediation and Redevelopment Program

Attachment - Example Groundwater Use Restriction

cc: Mark Love – Envirogen, 790 Marvelle Lane, Green Bay, WI 54304 (w/attachment)

1525425

Document Number

STATE BAR OF WISCONSIN FORM 11 - 1982

LAND CONTRACT

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

OUTAGAMIE COUNTY
RECEIVED FOR RECORD

FEB 28 2003
AT 10:20 O'CLOCK A.M. ~~P.M.~~
JANICE FLENZ
REGISTER OF DEEDS

Rec 15.00

Recording Area

Name and Return Address
Atty. Brick N. Murphy
Liebmann, Conway Law Firm
231 S. Adams Street
Green Bay, WI 54301

CONTRACT, by and between BAY AREA PETROLEUM, INC., a Wisconsin corporation

("Vendor", whether one or more) and ARORA OIL. CORP., a Wisconsin corporation

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

SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A". PID # → 31-3-0048-02-0 (Parcel Identification Number)

Should Purchaser desire to convey the Property during the term of this Land Contract, Vendor will consider such proposed assignment and not unreasonably withhold its consent to such proposed assignment; provided, however, that William R. Garrow and Garrow Oil Marketing, Inc. shall approve in advance any such assignment.

NOTE: Exhibits B or C referenced herein are not attached for recording.

TRANSFER
$ 975.00
FEE

This is not (xxs not) homestead property.

Purchaser agrees to purchase the Property and to pay to Vendor at See Exhibit "B" attached hereto the sum of $ 515,000 in the following manner: (a) $ $60,000 at the execution of this Contract; and (b) the balance of $ 455,000, together with interest from date hereof on the balance outstanding from time to time at the rate of % percent per annum until paid in full, as follows: **PAYMENTS TO BE MADE HEREUNDER SHALL BE EVIDENCED BY A PROMISSORY NOTE SIGNED BY PURCHASER ON AN EVEN DATE HEREWITH, IN THE FORM OF EXHIBIT "C" ATTACHED HERETO (WHICH IS INCORPORATED HEREIN BY THIS REFERENCE).**

Provided, however, the entire outstanding balance shall be paid in full on or before the 17th day of February, 2006 (the maturity date).

Following any default in payment, interest shall accrue at the rate of 11 % per annual 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 anticipated 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 February 18, 2003 (xxx 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 here from.

Purchaser states that Purchaser is satisfied with the title as shown by the title evidence submitted to Purchaser for examination except: as shown on the Title Commitment issued by Lincoln Title Services, Inc. dated January 6, 2003 Vendor has provided to Purchaser on an even date herewith.

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 February 18, 2003.

* Cross out one.

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 $ 515,000, 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 tenantable 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: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, and recorded building and use restrictions and covenants.

Purchaser agrees that time is of the essence and in the event of a default in the payment of any principal or interest or in the event of a default in performance of any other obligation of Purchaser, any of which continues for a period ten (10) days following written notice thereof by Vender (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 18th day of February, 2003.

BAY AREA PETROLEUM, INC.

Jason L. Appleton (SEAL)

* Jason L. Appleton, Its President Vendor

(SEAL)

* Vendor

ARORA OIL CORP.

(SEAL)

* Hardeep Singh Arora, Its President Purchaser

(SEAL)

* Purchaser

AUTHENTICATION

Signature(s)

authenticated this day of ,

*

TITLE: MEMBER STATE BAR OF WISCONSIN

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

THIS INSTRUMENT WAS DRAFTED BY

Attorney Brick N. Murphy

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

ACKNOWLEDGMENT

STATE OF WISCONSIN)
BROWN COUNTY)) ss.

Personally came before me this 18th day of February, 2003 the above named Hardeep Singh Arora and Jason L. Appleton

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

* Brick N Murphy

Notary Public Outagamie County, Wisconsin

My Commission is permanent. (If not, state expiration date: .)

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

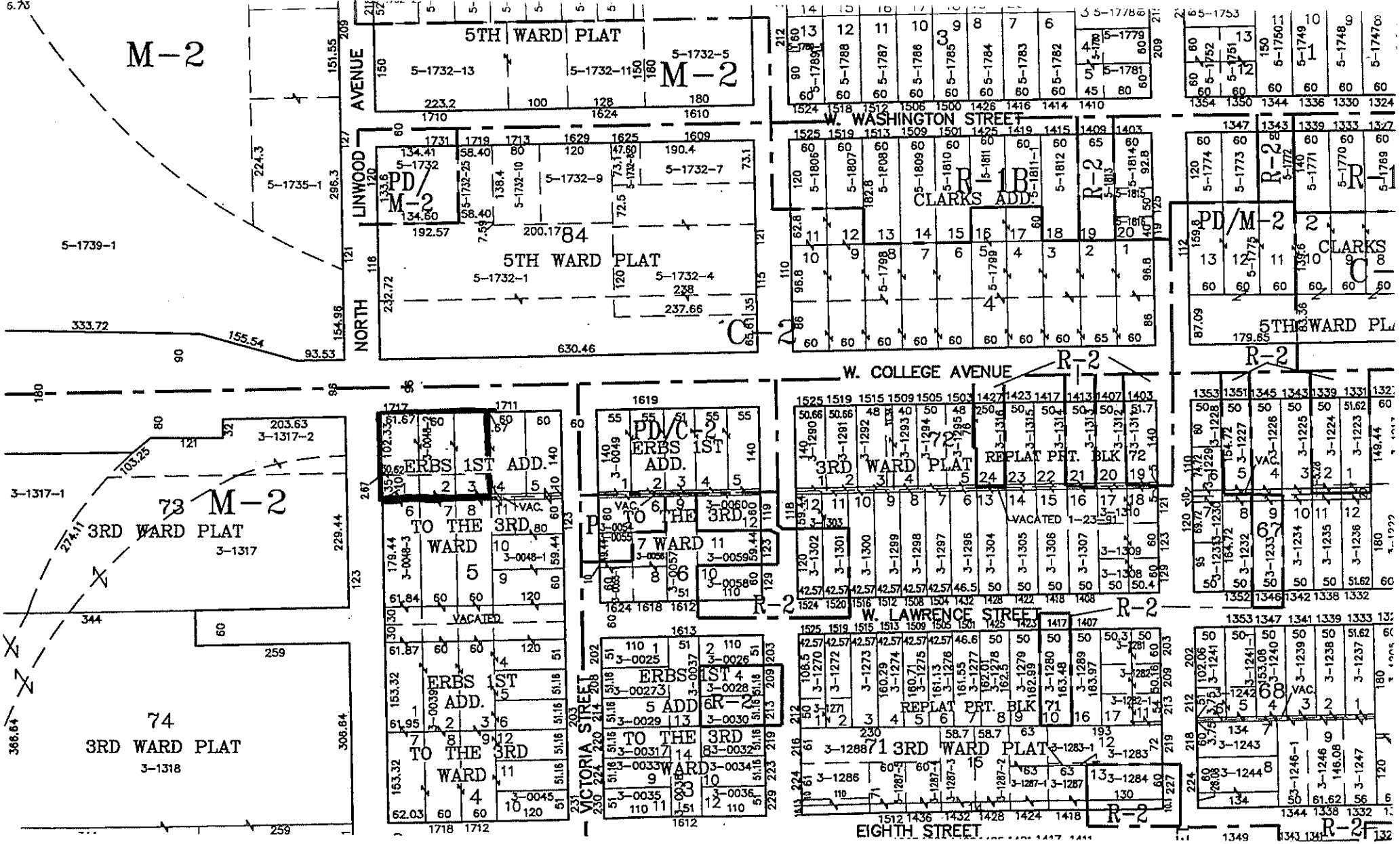

M-2
5TH WARD PLAT
NORTH LINWOOD AVENUE
W. WASHINGTON STREET
CLARKS ADD.
PD/M-2
C-2
R-1B
R-2
W. COLLEGE AVENUE
3RD WARD PLAT
ERBS 1ST ADD.
TO THE 3RD WARD
REPLAT PRT. BLK
W. LAWRENCE STREET
VICTORIA STREET
EIGHTH STREET
VACATED

EXHIBIT "A"

LEGAL DESCRIPTION

Lot All of Lot 1,2,3, Block 5 in ERB'S FIRST ADDITION to the Third Ward, City of Appleton, Outagamie County, Wisconsin, according to the recorded assessor's map of said city, less the east .67 feet of Lot 3 aforesaid and less the South 35 feet of said Lots 1,2,3. Excepting therefrom: A parcel of land being part of Lot 1, Block 5 Erb's First Addition to the Third Ward, City of Appleton, Outagamie County Wisconsin which is more fully described as follows: Commencing at the Northwest corner of said Lot 1; thence S 0 degrees 01'49" E, 102.33 feet along the west line of said Lot 1 to the point of beginning; thence continuing S 0 degrees 01'49" E, 2.67 feet; thence S 89 degrees 54'18" E, 30.50 feet along a line which is 105 feet south of a parallel to the north line of Block 5; thence N 84 degrees 58'16" W, 30.62 feet to the point of beginning.

Tax Key No. 31-3-0048-02-0

For Infomational Purposes Only: 1717 W College Ave.
(Property Address)

CERTIFICATE OF LEGAL DESCRIPTION
1717 West College Avenue, Appleton, WI

I hereby certify that the legal description provided below is a true and accurate description of the property located at 1717 West College Avenue, Appleton, County of Outagamie, Wisconsin.

Lot all of Lot 1,2,3, Block 5 in ERB's FIRST ADDITION to the Third Ward, City of Appleton, Outagamie County, Wisconsin, according to the recorded assessor's map of said city, less the east .67 feet of lot 3 aforesaid and less the south 35 feet of said lots 1,2,3, excepting therefrom: A parcel of land being part of Lot 1.Erb's First Addition to the Third Ward, City of Appleton, Outagamie County Wisconsin which is more fully described as follows: Commencing at the northwest corner of said Lot 1; thence S 0 degrees 01'49" E, 102.33 feet along the west line of said Lot 1 to the point of beginning; thence continuing S 0 degrees 01'49" E, 2.67 feet; thence S 89 degrees 54'18" E, 30.50 feet along a line which is 105 feet south of a parallel to the north line of Block 5; thence N 84 degrees 58'16" W, 30.62 feet to the point of beginning.

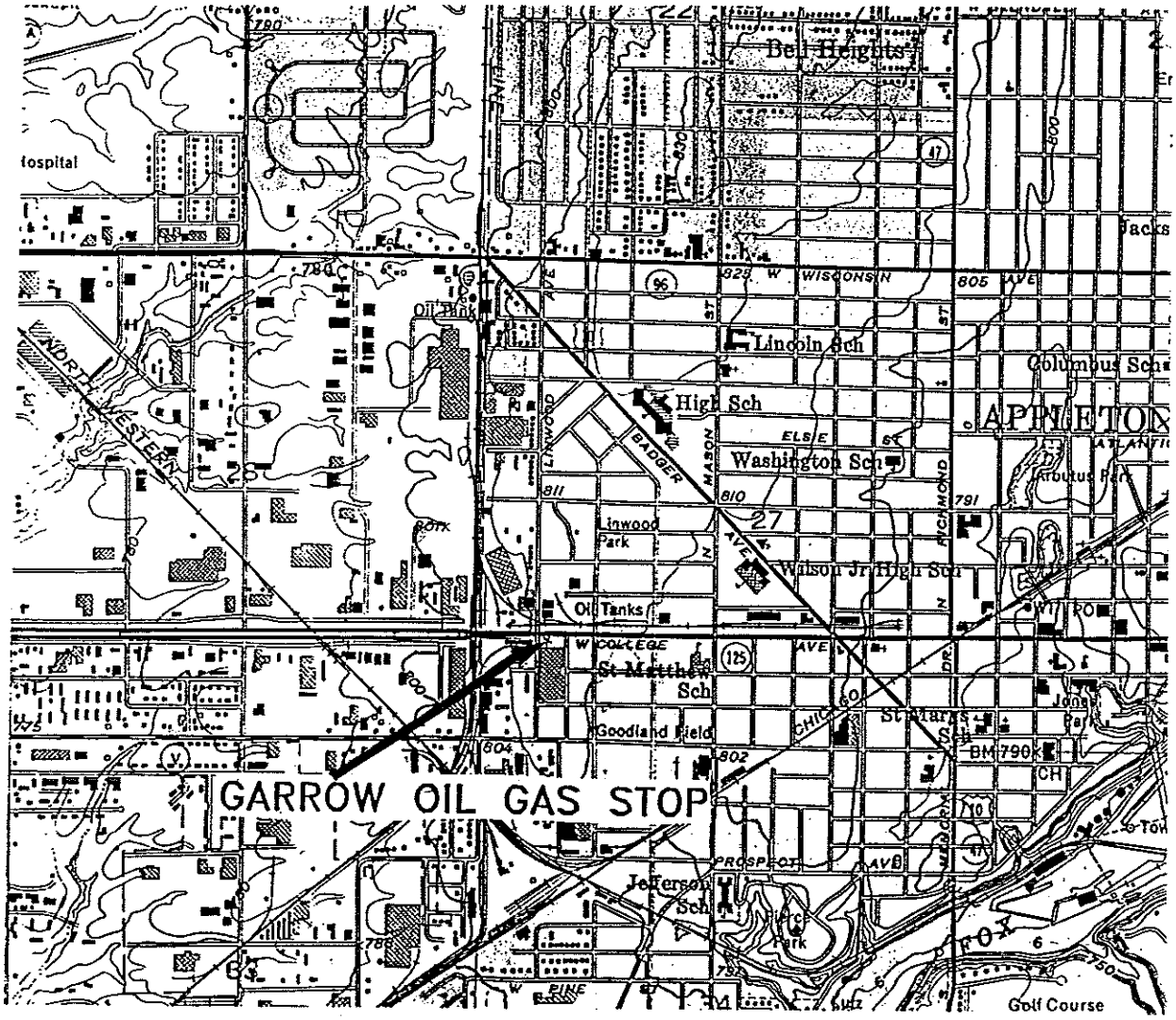
Tax Key Number – 31-3-0048-02-0

Signature

7-14-03
Date

GEOGRAPHIC POSTIONING

The Geographic Position of the contaminated site boundary based upon the WTM91 Interactive Map is 645083, 422127.



(USGS 1992)

SCALE
1:24000

1/2 0 1 MILE

1000 0 1000 2000 3000 4000 5000 6000 7000 FEET

1 .5 0 1 KILOMETER

CONTOUR INTERVAL 10 FEET

Fluid Management
A Division of ENVIROGEN, Inc.

N

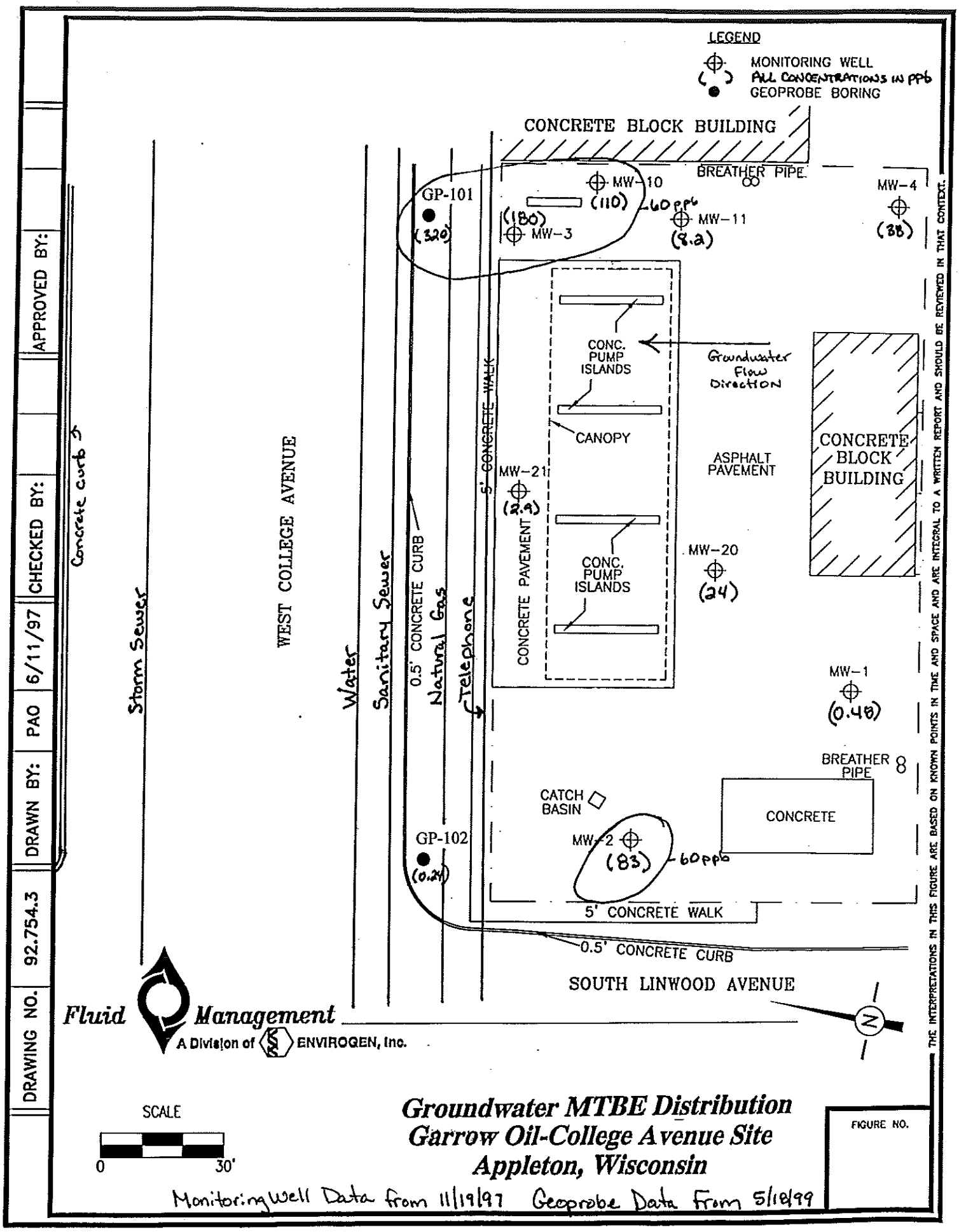
LOCATION

Site Location Map
Garrow Oil-Gas Stop Appleton Site
Appleton, Wisconsin

FIGURE NO.

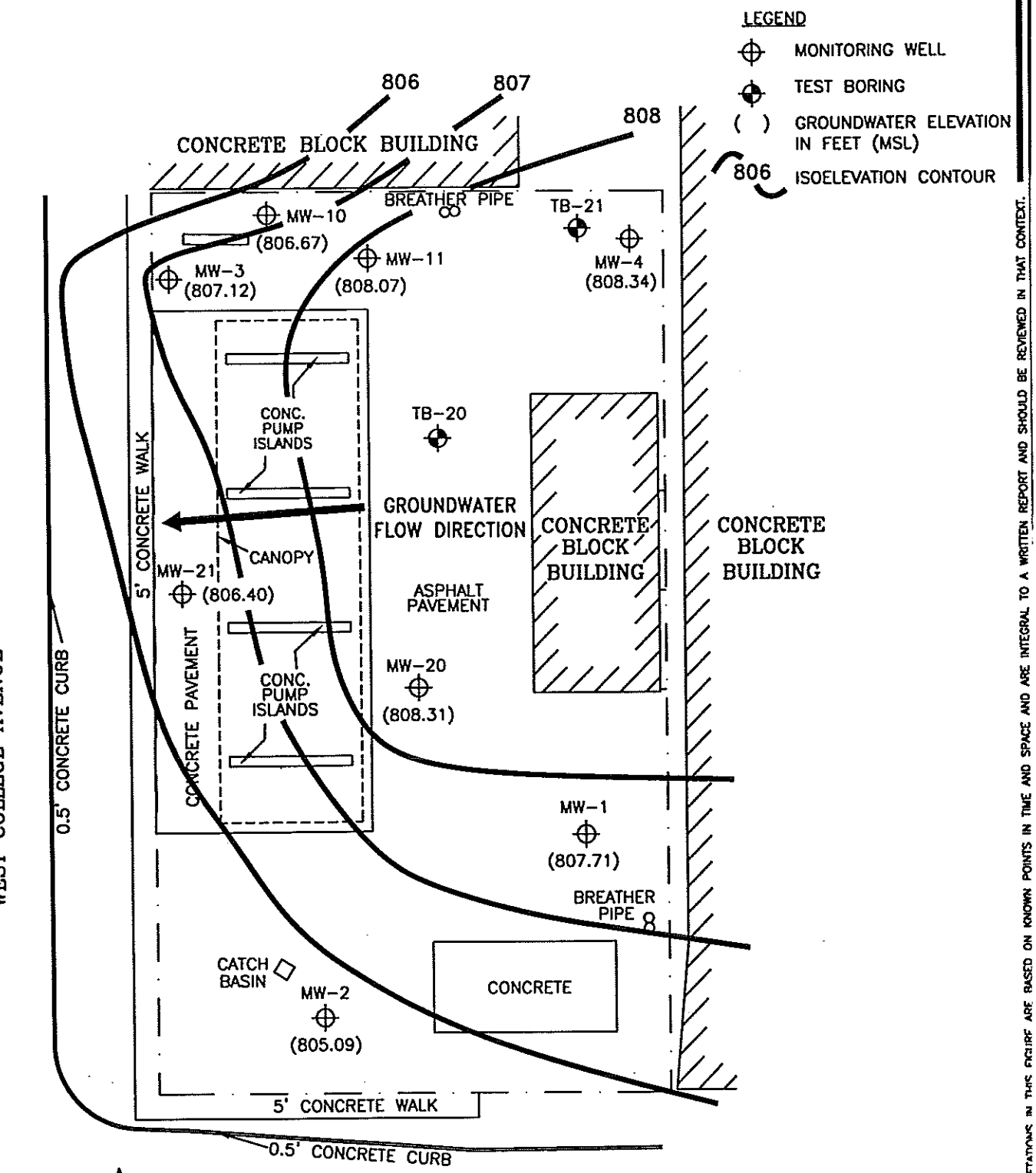
THE INTERPRETATIONS IN THIS FIGURE ARE BASED ON KNOWN POINTS IN TIME AND SPACE AND ARE INTEGRAL TO A WRITTEN REPORT AND SHOULD BE REVIEWED IN THAT CONTEXT.

DRAWING NO.	DRAWN BY:	CHECKED BY:		APPROVED BY:
92.754L1	RRT	5/27/98	Asc	Mac 5/29/98



Groundwater MTBE Distribution
Garrow Oil-College Avenue Site
Appleton, Wisconsin

Monitoring Well Data from 11/19/97 Geoprobe Data From 5/18/99



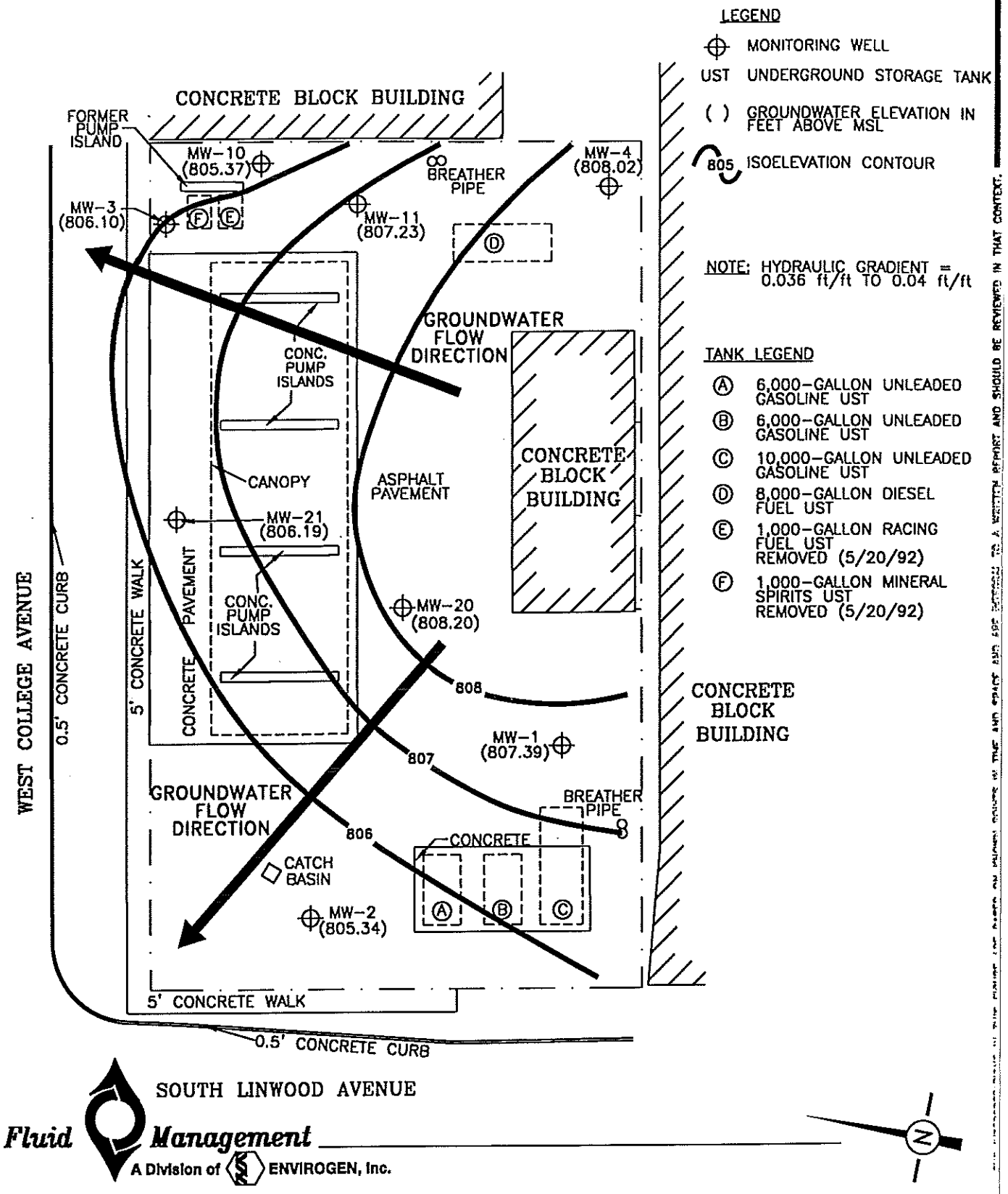
Fluid Management, Inc.

Potentiometric Surface
(8/14/96)
Garrow Oil–College Avenue Site
Appleton, Wisconsin

FIGURE NO.
1

DRAWING NO.	92.754.1L	DRAWN BY:	JPH	11/5/96	CHECKED BY:		APPROVED BY:	HOL	12/3/96

THE INTERPRETATIONS IN THIS FIGURE ARE BASED ON KNOWN POINTS IN TIME AND SPACE AND ARE INTEGRAL TO A WRITTEN REPORT AND SHOULD BE REVIEWED IN THAT CONTEXT.



Fluid Management
A Division of ENVIROGEN, Inc.

Potentiometric Surface
(11/19/97)
Garrow Oil-Gas Stop Appleton Site
Appleton, Wisconsin

FIGURE NO.
7

DRAWING NO.	92.754L7	DRAWN BY:	RRT	5/28/98	CHECKED BY:	APPROVED BY:	5/29/98

Split Sample Results to Determine Source of Chlorinateds on Property Line

TABLE 2
Soil Sample Laboratory Analytical Results
Garrow Oil - Gas stop Appleton Site
Appleton, Wisconsin
May 18, 1999

GP-100		
	Envirogen/DNR	Envirogen/DNR
Sample Depth (feet bls)	1-3	3-5
Benzene ppb	72 / 280	<25 / 160
1,1-Dichloroethene ppb	310 / 1100	<25 / 140
cis-1,2-Dichloroethene ppb	100 / 390	69 / 150
1,1-Dichloroethane	1600 / 4000	340 / 520
Ethylbenzene	35 / ND	<25 / ND
Naphthalene	47 / ND	<25 / ND
Tetrachloroethene	690 / 890	65 / 62
Toluene	130 / 300	<25 / ND
1,1,1-Trichloroethane	1400 / 2100	88 / 110
1,1,2-Trichloroethane	35 / ND	<25 / ND
Xylenes	149 / 380	<50 / ND
Arsenic (ppm)	3.0 / ND	NA / 3
Barium (ppm)	58 / 45	NA / 69
Cadmium (ppm)	1.7 / 1.2	NA / ND
Chromium (ppm)	15 / 14	NA / 26
Lead (ppm)	46 / 43	NA / 14
Mercury (ppm)	0.032 / 0.033	NA / 0.050
Oil & Grease	NA / ND	NA / 178

Above the Water Table

Below the Water Table

Notes:

Results reported in ppb unless otherwise noted

bls: Below land surface

NA: Not Analyzed

Selenium	NA / ND	NA / ND
Silver	NA / ND	NA / ND

= 720 Exceedance

Geoprobe Boring
Groundwater Sample Laboratory Analytical Results
Garrow Oil- Gas Stop Appleton Site
Appleton, Wisconsin

Sampling Location	Sample Date	Benzene	Ethyl-benzene	Toluene	Xylenes	MTBE	1,3,5-TMB	1,2,4-TMB
GP-101	5/18/99	< 1.3	< 1.2	< 1.1	< 6.6	**320**	< 2.7	< 4.3
GP-102	5/18/99	< 0.26	< 0.24	0.42	< 1.34	0.24	< 0.54	< 0.86
WDNR NR 140 Preventive Action Limit		0.5	140	68.6	124	12	NS	NS
WDNR NR 140 Enforcement Standard		5	700	343	620	60	NS	NS

Notes:

All results are reported in ppb

BOLD indicates value equals or exceeds the WDNR NR 140 Enforcement Standard

MTBE: Methyl t-butyl ether
TMB: Trimethylbenzene
WDNR: Wisconsin Department of Natural Resources
NS: No standard

Historical Groundwater Laboratory Analytical Results
Gas Stop Site
Appleton, Wisconsin

MW-1								
Sample Date	**Benzene**	**Ethylbenzene**	**Toluene**	**Xylenes**	**1,2,4-TMB**	**1,3,5-TMB**	**MTBE**	**Naphthalene**
10-24-91	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
01-16-92	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
05-22-92	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
06-29-92	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	NA
10-23-92	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
01-18-93	<1.0	<1.0	<1.0	<3.0	3.1	<1.0	<1.0	2.4
03-25-93	NA	NA	NA	NA	NA	NA	NA	NA
07-15-93	**2.0**	2.0	<1.0	<3.0	<1.0	<1.0	<1.0	<1.0
10-14-93	<1.0	<1.0	<1.0	<3.0	<1.0	<1.0	<1.0	<1.0
03-15-94	<1.0	<1.0	<1.0	<3.0	<1.0	<1.0	<1.0	NA
06-09-94	<1.0	<1.0	<1.0	<3.0	<1.0	<1.0	<1.0	NA
09-01-94	<1.0	<1.0	<1.0	<3.0	<1.0	<1.0	<1.0	NA
11-30-94	<1.0	<1.0	<1.0	<3.0	<1.0	<1.0	<1.0	NA
03-01-95	<1.0	<1.0	<1.0	<3.0	<1.0	<1.0	<1.0	NA
05-02-95	<1.0	<1.0	<1.0	<3.0	<1.0	<1.0	<1.0	NA
08-03-95	<1.0	<1.0	<1.0	<3.0	<1.0	<1.0	<1.0	NA
09-19-95	NA	NA	NA	NA	NA	NA	NA	NA
05-23-96	<0.50	<1.0	<1.0	<3.0	<1.0	<1.0	<1.0	NA
08-14-96	<0.50	<1.0	<1.0	<3.0	<1.0	<1.0	<1.0	NA
02-25-97	<0.13	<0.22	<0.20	<0.23	<0.22	<0.29	1.8	NA
05-05-97	<0.21	<0.21	<0.48	<0.56	<0.32	<0.27	1.1	NA
08/04/97	<0.21	2.4	<0.48	<0.56	<0.32	<0.27	0.60	NA
11/19/97	<0.21	<0.21	<0.48	<0.56	<0.32	<0.27	0.48	NA
NR 140 PAL	0.5	140	68.6	124	NS	NS	12	8
NR 140 ES	5	700	343	620	NS	NS	60	40

Notes: All results are reported in ppb unless otherwise noted.
Bold indicates concentration exceeds NR 140 Enforcement Standard
Italics indicates concentration exceeds NR 140 Preventive Action Limit
TMB: Trimethylbenzene
NA: Not analyzed
PAL: Preventive action limit
MTBE: Methyl t-butyl ether
ES: Enforcement standard
NS: No standard

(Continued)

Historical Groundwater Laboratory Analytical Results
Gas Stop Site
Appleton, Wisconsin

MW-2								
Sample Date	**Benzene**	**Ethylbenzene**	**Toluene**	**Xylenes**	**1,2,4-TMB**	**1,3,5-TMB**	**MTBE**	**Naphthalene**
10-24-91	<1.0	<1.0	<1.0	2.0	<1.0	<1.0	**110**	<1.0
01-16-92	<1.0	<1.0	<1.0	<3.0	<1.0	<1.0	**270**	<1.0
05-22-92	**206**	6.3	18	15	<1.0	<1.0	**670**	<1.0
06-29-92	**17**	<1.0	<1.0	<3.0	<1.0	<1.0	**560**	NA
10-23-92	<1.0	<1.0	<1.0	<3.0	<1.0	<1.0	**90**	1
01-18-93	*2.2*	<1.0	<1.0	<3.0	<1.0	<1.0	**400**	<1.0
03-25-93	<1.0	<1.0	<1.0	<3.0	<1.0	<1.0	**54**	<1.0
07-15-93	**9.2**	<1.0	<1.0	<3.0	<1.0	<1.0	**390**	<1.0
10-14-93	<1.0	<1.0	<1.0	<3.0	<1.0	<1.0	<1.0	<1.0
03-15-94	*1.8*	<1.0	<1.0	<3.0	<1.0	<1.0	**140**	NA
06-09-94	**31**	<1.0	<1.0	<3.0	2.2	<1.0	**120**	NA
09-01-94	<1.0	<1.0	<1.0	<3.0	<1.0	<1.0	**99**	NA
11-30-94	<1.0	<1.0	<1.0	<3.0	<1.0	<1.0	**180**	NA
03-01-95	<1.0	<1.0	<1.0	<3.0	<1.0	<1.0	**97**	NA
05-02-95	<1.0	<1.0	<1.0	<3.0	<1.0	<1.0	**71**	NA
08-03-95	<1.0	<1.0	<1.0	<3.0	<1.0	<1.0	**180**	NA
09-19-95	NA	NA	NA	NA	NA	NA	NA	NA
05-23-96	*1.1*	<1.0	<1.0	<3.0	<1.0	<1.0	**75**	NA
08-14-96	*0.68*	<1.0	<1.0	<3.0	<1.0	<1.0	**120**	NA
02-25-97	*0.60*	<0.22	<0.20	<0.23	<0.22	<0.29	*34*	NA
05-05-97	*0.24*	<0.21	<0.48	<0.56	<0.32	<0.27	*33*	NA
08/04/97	<0.21	<0.21	<0.48	<0.56	<0.32	<0.27	**89**	NA
11/19/97	<0.21	<0.21	<0.48	<0.56	<0.32	<0.27	**83**	NA
NR 140 PAL	0.5	140	68.6	124	NS	NS	12	8
NR 140 ES	5	700	343	620	NS	NS	60	40

Notes: All results are reported in ppb unless otherwise noted.
Bold indicates concentration exceeds NR 140 Enforcement Standard
Italics indicates concentration exceeds NR 140 Preventive Action Limit
TMB: Trimethylbenzene
NA: Not analyzed
PAL: Preventive action limit
MTBE: Methyl t-butyl ether
ES: Enforcement standard
NS: No standard

(Continued)

Historical Groundwater Laboratory Analytical Results
Gas Stop Site
Appleton, Wisconsin

MW-3								
Sampling Date	**Benzene**	**Ethylbenzene**	**Toluene**	**Xylenes**	**1,2,4-TMB**	**1,3,5-TMB**	**MTBE**	**Naphthalene**
10-24-91	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	**85**	<1.0
01-16-92	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	**63**	<1.0
05-22-92	**6.9**	<1.0	<1.0	<1.0	<1.0	<1.0	**92**	<1.0
06-29-92	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	**100**	<1.0
10-23-92	<1.0	<1.0	<1.0	<3.0	**1.3**	<1.0	**34**	1.4
01-18-93	<1.0	<1.0	<1.0	<3.0	<1.0	<1.0	**50**	<1.0
03-25-93	NA	NA	NA	NA	NA	NA	NA	NA
07-15-93	<1.0	<1.0	<1.0	<3.0	<1.0	<1.0	**78**	<1.0
10-14-93	<1.0	<1.0	<1.0	<3.0	<1.0	<1.0	**63**	<1.0
03-15-94	<5.0	<5.0	<5.0	<15	<5.0	<5.0	**280**	<5.0
06-09-94	*2.2*	<1.0	<1.0	<3.0	<1.0	<1.0	**140**	<1.0
09-01-94	<1.0	<1.0	<1.0	<3.0	<1.0	<1.0	**94**	<1.0
11-30-94	<1.0	<1.0	<1.0	<3.0	<1.0	<1.0	**85**	<1.0
03-01-95	<1.0	<1.0	<1.0	<3.0	<1.0	<1.0	**130**	NA
05-02-95	<1.0	<1.0	<1.0	<3.0	<1.0	<1.0	**400**	<1.0
08-03-95	<1.0	<1.0	<1.0	<3.0	<1.0	<1.0	**400**	<1.0
09-19-95	NA	NA	NA	NA	NA	NA	NA	NA
05-23-96	*2.8*	<1.0	<1.0	<3.0	<1.0	<1.0	**920**	<1.0
08-14-96	<0.50	<1.0	<1.0	<3.0	<1.0	<1.0	**750**	<1.0
02-25-97	*1.2*	<0.22	<0.20	<0.23	<0.22	<0.29	<0.16	NA
05-05-97	<0.21	<0.21	<0.48	<0.56	<0.32	<0.27	**640**	NA
08/04/97	<0.21	<0.21	<0.48	<0.56	<0.32	<0.27	**130**	NA
11/19/970	<0.21	<0.21	<0.48	<0.56	<0.32	<0.27	**180**	NA
NR 140 PAL	0.5	140	68.6	124	NS	NS	12	8
NR 140 ES	5	700	343	620	NS	NS	60	40

Notes: All results are reported in ppb unless otherwise noted.
Bold indicates concentration exceeds NR 140 Enforcement Standard
Italics indicates concentration exceeds NR 140 Preventive Action Limit
TMB: Trimethylbenzene
NA: Not analyzed
PAL: Preventive action limit
MTBE: Methyl t-butyl ether
ES: Enforcement standard
NS: No standard

(Continued)

Historical Groundwater Laboratory Analytical Results
Gas Stop Site
Appleton, Wisconsin

MW-4								
Sample Date	**Benzene**	**Ethylbenzene**	**Toluene**	**Xylenes**	**1,2,4-TMB**	**1,3,5-TMB**	**MTBE**	**Naphthalene**
10-24-91	7.6	<1.0	<1.0	2.5	<1.0	<1.0	8.7	<1.0
01-16-92	**14**	<1.0	3.9	<1.0	<1.0	<1.0	*47*	<1.0
05-22-92	<10	<10	<10	16	12	85	<10	<10
06-29-92	**6.5**	<1.0	<1.0	<3.0	<1.0	<1.0	**120**	NA
10-23-92	<10	<10	<10	<30	<10	<10	<10	<10
01-18-93	*3.7*	<1.0	<1.0	<3.0	<1.0	<1.0	**63**	<1.0
03-25-93	NA	NA	NA	NA	NA	NA	NA	NA
07-15-93	*3*	<1.0	<1.0	<3.0	<1.0	<1.0	**61**	<1.0
10-14-93	*3*	<1.0	<1.0	<3.0	<1.0	<1.0	*54*	<1.0
03-15-94	*1.7*	<1.0	<1.0	<3.0	<1.0	<1.0	<1.0	<1.0
06-09-94	<1.0	<1.0	<1.0	<3.0	<1.0	<1.0	*43*	<1.0
09-01-94	*2.5*	<1.0	<1.0	<3.0	<1.0	<1.0	*53*	<1.0
11-30-94	<20	<20	<20	<60	<20	<20	<20	<20
03-01-95	<5.0	<1.0	<1.0	<3.0	<1.0	<1.0	*54*	NA
05-02-95	<1.0	<1.0	<1.0	<3.0	<1.0	<1.0	**65**	<1.0
08-03-95	*3.2*	<1.0	<1.0	<3.0	<1.0	<1.0	**75**	<1.0
09-19-95	**51**	<50	**110**	<150	<50	<50	**69**	<50
05-23-96	*3.1*	<1.0	<1.0	<3.0	<1.0	<1.0	*48*	<1.0
08-14-96	*3.5*	<1.0	<1.0	<3.0	<1.0	<1.0	*48*	<1.0
02-25-97	*3.4*	<0.22	<0.20	<0.23	<0.22	<0.29	*24*	NA
05-05-97	*1.7*	<0.21	<0.48	<0.56	<0.32	<0.27	*34*	NA
08/04/97	*2.8*	<0.21	<0.48	<0.56	<0.32	<0.27	*38*	NA
11/19/97	*2.5*	<0.21	<0.48	<0.56	<0.32	<0.27	*38*	NA
NR 140 PAL	0.5	140	68.6	124	NS	NS	12	8
NR 140 ES	5	700	343	620	NS	NS	60	40

Notes: All results are reported in ppb unless otherwise noted.
Bold indicates concentration exceeds NR 140 Enforcement Standard
Italics indicates concentration exceeds NR 140 Preventive Action Limit
TMB: Trimethylbenzene
NA: Not analyzed
PAL: Preventive action limit
MTBE: Methyl t-butyl ether
ES: Enforcement standard
NS: No standard

(Continued)

Historical Groundwater Laboratory Analytical Results
Gas Stop Site
Appleton, Wisconsin

MW-10								
Sample Date	**Benzene**	**Ethylbenzene**	**Toluene**	**Xylenes**	**1,2,4-TMB**	**1,3,5-TMB**	**MTBE**	**Naphthalene**
10-24-91	NA	NA	NA	NA	NA	NA	NA	NA
01-16-92	NA	NA	NA	NA	NA	NA	NA	NA
05-22-92	NA	NA	NA	NA	NA	NA	NA	NA
06-29-92	NA	NA	NA	NA	NA	NA	NA	NA
10-23-92	<1.0	<1.0	<1.0	<3.0	<1.0	<1.0	<1.0	<1.0
01-18-93	<1.0	<1.0	<1.0	<3.0	<1.0	<1.0	*13*	<1.0
03-25-93	<1.0	<1.0	<1.0	<3.0	<1.0	<1.0	*25*	<1.0
07-15-93	<1.0	<1.0	<1.0	<3.0	<1.0	<1.0	<1.0	<1.0
10-14-93	<1.0	<1.0	<1.0	<3.0	<1.0	<1.0	*30*	<1.0
03-15-94	<1.0	<1.0	<1.0	<3.0	<1.0	<1.0	*39*	<1.0
06-09-94	<1.0	<1.0	<1.0	<3.0	<1.0	<1.0	*29*	<1.0
09-01-94	<1.0	<1.0	<1.0	<3.0	<1.0	<1.0	<1.0	<1.0
11-30-94	<1.0	<1.0	<1.0	<3.0	<1.0	<1.0	*59*	<1.0
03-01-95	<1.0	<1.0	<1.0	<3.0	<1.0	<1.0	*46*	<1.0
05-02-95	<1.0	<1.0	<1.0	<3.0	<1.0	<1.0	*42*	<1.0
08-03-95	<1.0	<1.0	<1.0	<3.0	<1.0	<1.0	*16*	<1.0
09-19-95	NA	NA	NA	NA	NA	NA	NA	NA
05-23-96	<0.50	<1.0	<1.0	<3.0	<1.0	<1.0	**61**	<1.0
08-14-96	<0.50	<1.0	<1.0	<3.0	<1.0	<1.0	**87**	<1.0
02-25-97	NA	NA	NA	NA	NA	NA	NA	NA
05-05-97	<0.21	<0.21	<0.48	<0.56	<0.32	<0.27	**94**	NA
08/04/97	<0.21	<0.21	<0.48	<0.56	<0.32	<0.27	**120**	NA
11/19/97	<0.21	<0.21	<0.48	<0.56	<0.32	<0.27	**110**	NA
NR 140 PAL	0.5	140	68.6	124	NS	NS	12	8
NR 140 ES	5	700	343	620	NS	NS	60	40

Notes: All results are reported in ppb unless otherwise noted.
Bold indicates concentration exceeds NR 140 Enforcement Standard
Italics indicates concentration exceeds NR 140 Preventive Action Limit
TMB: Trimethylbenzene
NA: Not analyzed
PAL: Preventive action limit
MTBE: Methyl t-butyl ether
ES: Enforcement standard
NS: No standard

(Continued)

Historical Groundwater Laboratory Analytical Results
Garrow Oil-Gas Stop Appleton Site
Appleton, Wisconsin

MW-11								
Sample Date	**Benzene**	**Ethylbenzene**	**Toluene**	**Xylenes**	**1,2,4-TMB**	**1,3,5-TMB**	**MTBE**	**Naphthalene**
10-24-91	NA	NA	NA	NA	NA	NA	NA	NA
01-16-92	NA	NA	NA	NA	NA	NA	NA	NA
05-22-92	NA	NA	NA	NA	NA	NA	NA	NA
06-29-92	NA	NA	NA	NA	NA	NA	NA	NA
10-23-92	<1.0	<1.0	<1.0	<3.0	<1.0	<1.0	2.6	<1.0
01-18-93	<1.0	<1.0	<1.0	<3.0	<1.0	<1.0	3.5	<1.0
03-25-93	<1.0	<1.0	<1.0	<3.0	<1.0	<1.0	4.8	<1.0
07-15-93	<1.0	<1.0	<1.0	<3.0	<1.0	<1.0	3.3	<1.0
10-14-93	<1.0	<1.0	<1.0	<3.0	<1.0	<1.0	<1.0	<1.0
03-15-94	<1.0	<1.0	<1.0	<3.0	<1.0	<1.0	*20*	<1.0
06-09-94	<1.0	<1.0	<1.0	<3.0	<1.0	<1.0	*19*	<1.0
09-01-94	<1.0	<1.0	<1.0	<3.0	<1.0	<1.0	<1.0	<1.0
11-30-94	<1.0	<1.0	<1.0	<3.0	<1.0	<1.0	*32*	<1.0
03-01-95	<1.0	<1.0	<1.0	<3.0	<1.0	<1.0	*16*	<1.0
05-02-95	<1.0	<1.0	<1.0	<3.0	<1.0	<1.0	*29*	<1.0
08-03-95	<1.0	<1.0	<1.0	4.2	2.8	<1.0	**69**	1.8
09-19-95	NA	NA	NA	NA	NA	NA	NA	NA
05-23-96	<05.0	<1.0	<1.0	<3.0	<1.0	<1.0	8.9	<1.0
08-14-96	<05.0	<1.0	<1.0	<3.0	<1.0	<1.0	9.5	<1.0
02-25-97	0.26	<0.22	<0.20	<0.23	<0.22	<0.29	10	NA
05-05-97	<0.21	<0.21	<0.48	<0.56	<0.32	<0.27	8.8	NA
08/04/97	<0.21	<0.21	<0.48	<0.56	<0.32	<0.27	*12*	NA
11/19/97	<0.21	<0.21	<0.48	<0.56	<0.32	<0.27	8.2	NA
NR 140 PAL	0.5	140	68.6	124	NS	NS	12	8
NR 140 ES	5	700	343	620	NS	NS	60	40

Notes: All results are reported in ppb unless otherwise noted.
Bold indicates concentration exceeds NR 140 Enforcement Standard
Italics indicates concentration exceeds NR 140 Preventive Action Limit

TMB: Trimethylbenzene
NA: Not analyzed
PAL: Preventive action limit
MTBE: Methyl t-butyl ether
ES: Enforcement standard
NS: No standard

(Continued)

Historical Groundwater Laboratory Analytical Results
Garrow Oil-Gas Stop Appleton Site
Appleton, Wisconsin

MW-20								
Sample Date	**Benzene**	**Ethylbenzene**	**Toluene**	**Xylenes**	**1,2,4-TMB**	**1,3,5-TMB**	**MTBE**	**Naphthalene**
10-24-91	NA	NA	NA	NA	NA	NA	NA	NA
01-16-92	NA	NA	NA	NA	NA	NA	NA	NA
05-22-92	NA	NA	NA	NA	NA	NA	NA	NA
06-29-92	NA	NA	NA	NA	NA	NA	NA	NA
10-23-92	NA	NA	NA	NA	NA	NA	NA	NA
01-18-93	NA	NA	NA	NA	NA	NA	NA	NA
03-25-93	NA	NA	NA	NA	NA	NA	NA	NA
07-15-93	<1.0	<1.0	<1.0	<3.0	<1.0	<1.0	1.2	<1.0
10-14-93	<1.0	<1.0	<1.0	<3.0	<1.0	<1.0	1.4	<1.0
03-15-94	<1.0	<1.0	<1.0	<3.0	<1.0	<1.0	*20*	<1.0
06-09-94	*2.0*	<1.0	<1.0	<3.0	<1.0	<1.0	<10	<1.0
09-01-94	<1.0	<1.0	<1.0	<3.0	<1.0	<1.0	<10	<1.0
11-30-94	<1.0	<1.0	<1.0	<3.0	<1.0	<1.0	4.3	<1.0
03-01-95	*1.1*	<1.0	<1.0	<3.0	<1.0	<1.0	*39*	<1.0
05-02-95	<1.0	<1.0	<1.0	<3.0	<1.0	<1.0	10	<1.0
08-03-95	<1.0	<1.0	<1.0	<3.0	<1.0	<1.0	2.3	1.8
09-19-95	NA	NA	NA	NA	NA	NA	NA	NA
05-23-96	<0.50	<1.0	<1.0	<3.0	<1.0	<1.0	4.3	<1.0
08-14-96	<0.50	<1.0	<1.0	<3.0	<1.0	<1.0	3.3	<1.0
02-25-97	**6.0**	0.34	<0.20	<0.23	<0.22	<0.29	*31*	NA
05-05-97	*1.5*	0.28	<0.48	<0.56	<0.32	<0.27	6.3	NA
08/04/97	<0.21	<0.21	<0.48	<0.56	<0.32	<0.27	2.0	NA
11/19/97	<0.21	<0.21	<0.48	<0.56	<0.32	<0.27	*24*	NA
PAL	0.5	140	68.6	124	NS	NS	12	8
ES	5	700	343	620	NS	NS	60	40

Notes: All results are reported in ppb unless otherwise noted.
Bold indicates concentration exceeds NR 140 Enforcement Standard
Italics indicates concentration exceeds NR 140 Preventive Action Limit
TMB: Trimethylbenzene
NA: Not analyzed
PAL: Preventive action limit
MTBE: Methyl t-butyl ether
ES: Enforcement standard
NS: No standard

(Continued)

Historical Groundwater Laboratory Analytical Results
Garrow Oil-Gas Stop Appleton Site
Appleton, Wisconsin

MW-21								
Sampling Date	**Benzene**	**Ethylbenzene**	**Toluene**	**Xylenes**	**1,2,4-TMB**	**1,3,5-TMB**	**MTBE**	**Naphthalene**
10-24-91	NA	NA	NA	NA	NA	NA	NA	NA
01-16-92	NA	NA	NA	NA	NA	NA	NA	NA
05-22-92	NA	NA	NA	NA	NA	NA	NA	NA
06-29-92	NA	NA	NA	NA	NA	NA	NA	NA
10-23-92	NA	NA	NA	NA	NA	NA	NA	NA
01-18-93	NA	NA	NA	NA	NA	NA	NA	NA
03-25-93	NA	NA	NA	NA	NA	NA	NA	NA
07-15-93	NA	NA	NA	NA	NA	NA	NA	NA
10-14-93	<1.0	<1.0	<1.0	<3.0	<1.0	<1.0	*26*	<1.0
03-15-94	<1.0	<1.0	<1.0	<3.0	<1.0	<1.0	*26*	<1.0
06-09-94	*2.0*	<1.0	<1.0	<3.0	<1.0	<1.0	*50*	<1.0
09-01-94	<1.0	<1.0	<1.0	<3.0	<1.0	<1.0	<1.0	<1.0
11-30-94	<1.0	<1.0	<1.0	<3.0	<1.0	<1.0	*33*	<1.0
03-01-95	*1.1*	<1.0	<1.0	<3.0	<1.0	<1.0	*32*	<1.0
05-02-95	<1.0	<1.0	<1.0	<3.0	<1.0	<1.0	*53*	<1.0
08-03-95	<1.0	<1.0	<1.0	<3.0	<1.0	<1.0	*22*	1.8
09-19-95	<0.50	<1.0	<1.0	<3.0	<1.0	<1.0	*19*	<1.0
05-23-96	<0.50	<1.0	<1.0	<3.0	<1.0	<1.0	*58*	<1.0
08-14-96	<0.50	<1.0	<1.0	<3.0	<1.0	<1.0	*53*	<1.0
02-25-97	<0.13	<0.22	<0.20	<0.23	<0.22	<0.29	*43*	NA
05-05-97	<0.21	<0.21	<0.48	<0.56	<0.32	<0.27	*42*	NA
08/04/97	<0.21	<0.21	<0.48	<0.56	<0.32	<0.27	*44*	NA
11/19/97	<0.21	<0.21	<0.48	<0.56	<0.32	<0.27	*2.9*	NA
NR 140 PAL	0.5	140	68.6	124	NS	NS	12	8
NR 140 ES	5	700	343	620	NS	NS	60	40

Notes: All results are reported in ppb unless otherwise noted.
Bold indicates concentration exceeds NR 140 Enforcement Standard
Italics indicates concentration exceeds NR 140 Preventive Action Limit

TMB: Trimethylbenzene
NA: Not analyzed
PAL: Preventive action limit
MTBE: Methyl t-butyl ether
ES: Enforcement standard
NS: No standard

Groundwater Elevation Data
Gas Stop Site
Appleton, Wisconsin

Date	MW-1		MW-2		MW-3		MW-4	
	TOC = 811.75		TOC = 810.70		TOC = 810.46		TOC = 812.91	
	ft to water	Elevation	ft to water	Elevation	ft to water	Elevation	ft to water	Elevation
10-24-91	3.72	808.03	5.42	805.28	4.09	806.37	3.93	808.98
01-16-92	3.69	808.06	5.41	508.29	3.89	806.57	4.23	808.65
06-29-92	4.19	807.56	5.40	805.30	3.85	806.61	4.80	808.11
10-23-92	3.74	808.01	5.30	805.40	3.79	806.67	4.28	808.63
01-18-93	5.30	806.45	5.44	805.26	6.13	804.33	5.42	807.49
03-30-93	2.34	809.41	5.40	805.30	3.02	807.44	3.45	809.46
07-15-93	2.20	809.55	5.03	805.67	3.45	807.01	3.92	808.99
10-14-93	4.65	807.10	5.40	805.30	4.00	806.46	4.41	808.50
03-15-94	3.57	808.18	5.48	805.22	5.31	805.15	4.20	808.71
06-09-94	3.28	808.47	5.38	805.32	3.66	806.80	4.23	808.68
09-01-94	2.98	808.77	5.27	805.43	3.69	806.77	3.92	808.99
11-30-94	3.48	808.27	5.44	805.26	3.82	806.64	4.49	808.42
03-01-95	5.34	806.41	5.67	805.03	6.55	803.91	6.22	806.69
05-02-95	3.24	808.51	5.27	805.43	3.51	806.95	4.54	808.37
08-03-95	3.64	808.11	5.48	805.22	3.53	806.93	4.41	808.50
09-19-95	3.42	808.36	5.30	805.40	3.77	806.69	4.84	808.07
05-23-96	2.34	809.41	5.40	805.30	3.57	806.86	4.85	808.06
08-14-96	4.04	807.71	5.61	805.09	3.34	807.12	4.57	808.34
01-08-97	4.40	807.35	5.99	804.71	5.11	805.35	4.80	808.11
2-25-97	5.32	806.43	5.95	804.75	6.17	804.29	5.79	807.12
05-05-97	3.07	808.68	5.28	805.42	3.45	807.01	3.74	809.17
08/04/97	3.86	807.89	5.57	805.13	4.05	806.41	4.42	808.49
11/19/97	4.36	807.39	5.36	805.34	4.36	806.10	4.89	808.02

(Continued)

Notes: All elevations in feet referenced to mean sea level
TOC: Top of casing

Groundwater Elevation Data
Gas Stop Site
Appleton, Wisconsin

Date	MW-10		MW-11		MW-20		MW-21	
	TOC = 811.04		TOC = 811.43		TOC = 811.71		TOC = 810.87	
	ft to water	Elevation	Ft to water	Elevation	ft to water	Elevation	ft to water	Elevation
10-24-91	NA	NA	NA	NA	NA	NA	NA	NA
01-16-92	NA	NA	NA	NA	NA	NA	NA	NA
06-29-92	NA	NA	NA	NA	NA	NA	NA	NA
10-23-92	4.43	806.61	3.48	807.95	NA	NA	NA	NA
01-18-93	5.25	805.79	4.60	806.83	NA	NA	NA	NA
03-30-93	4.92	806.12	3.30	808.13	2.00	809.71	NA	NA
07-15-93	4.25	806.79	2.66	808.77	2.10	809.61	6.00	804.87
10-14-93	431	806.73	3.54	807.89	3.32	808.39	5.12	805.75
03-15-94	4.16	806.88	3.26	808.17	3.91	807.080	8.32	802.55
06-09-94	4.32	806.72	3.38	808.05	3.06	808.65	3.82	807.05
09-01-94	4.30	806.74	3.26	808.17	2.83	808.88	3.83	807.04
11-30-94	4.38	806.66	3.29	808.14	3.22	808.49	3.85	807.02
03-01-95	5.31	805.73	5.16	806.27	5.32	806.39	6.77	804.10
05-02-95	4.33	806.71	3.28	808.15	3.00	808.71	3.98	806.89
08-03-95	4.19	806.85	3.59	807.84	3.26	808.45	3.71	807.16
09-19-95	4.37	806.67	3.42	808.01	2.98	808.72	4.17	806.70
05-23-96	4.10	806.94	2.40	809.03	2.51	809.20	3.38	807.49
08-14-96	4.37	806.67	3.36	808.07	3.40	808.31	4.47	806.40
01-08-97	NA	NA	4.18	807.25	4.31	807.40	6.04	804.83
2-25-97	NA	NA	4.93	806.50	4.99	806.72	7.20	803.67
05-05-97	4.19	806.85	3.12	808.31	2.59	809.12	3.45	807.42
08/04/97	4.34	806.70	3.52	807.91	3.26	808.45	4.19	806.68
11/19/97	5.67	805.37	4.20	807.23	3.51	808.20	4.68	806.19

Notes: All elevations in feet referenced to mean sea level
TOC: Top of casing
NA: Not available

Laatsch, Cheryl

From: Borski, Jennifer
Sent: Tuesday, November 18, 2003 11:20 AM
To: Laatsch, Cheryl
Cc: 'mark.love@shawgrp.com'; 'gbpackfan9@aol.com'
Subject: Wells at 1717 W. College Ave (02-45-235503)

✓ Need petro wells abandoned.

Cheryl,

As discussed, the following wells at 1717 West College Avenue are not needed for continued monitoring of the chlorinated release and can be abandoned:
MW-1, MW-2, MW-3, MW-10, MW-20, MW-21

The following wells need to remain for continued monitoring of the chlorinated release:
MW-4, MW-11, MW-500, PZ-500

Jennifer Borski
Hydrogeologist
Remediation and Redevelopment Program
Wisconsin Department of Natural Resources
625 East County Road Y, STE. 700
Oshkosh, WI 54901-9731
(☎) phone: (920) 424-7887
(☎) fax: (920) 424-4404
(✉) e-mail: jennifer.borski@dnr.state.wi.us
Note: The Oshkosh Service Center is open Tuesday through Friday, 8 AM to 1 PM and 2 PM to 4 PM. The office is closed on Mondays.

11/19/03 talked to consultant: wells we be abandoned by beginning of Dec.

July 14, 2003

Mr. Hardeep Singh Arora
Arora Oil Corp
1717 West College Avenue
Appleton, WI 54914

RE: Notification of Contamination to Property located at 1717 West College Ave, Appleton, WI 54914 BRRTS # 03-45-000585

Dear Mr. Arora:

The purpose of this correspondence is to notify you that groundwater contamination exists on the property you are purchasing under land contract located at 1717 West College Avenue. The level of MTBE contamination in the groundwater on your property is above the state groundwater enforcement standards found in chapter NR 140, Wisconsin Administrative Code. However, the environmental consultant who has investigated this contamination has informed me that this groundwater contaminant plume is stable or receding and will naturally degrade over time. The Wisconsin Department of Natural Resources has concurred with the environmental consultant that the site conditions met the requirements for case closure that are found in chapter NR 726, Wisconsin Administrative Code and conditional case closure using natural attenuation to complete the cleanup at this site was granted. This conditional case closure means that the Department of Natural Resources will not be requiring any further investigation or cleanup action to be taken, other than the reliance on natural attenuation.

Since you are not the Responsible Party for the groundwater contamination, neither you nor any subsequent owner of your property will be held responsible for investigation or cleanup of this groundwater contamination, as long as you and any subsequent owners comply with the requirements of section 292.13, Wisconsin Statutes, including allowing access to your property for environmental investigation or cleanup if access is required. For further information on the requirements of section 292.13, Wisconsin Statutes, you may call 1-800-367-6076 for calls originating in Wisconsin, or 608-264-6020 if you are calling out of state or within the Madison area, to obtain a copy of the Department of Natural Resources' publication #RR-589, Fact Sheet 10: Guidance for Dealing with Properties Affected by Off-Site Contamination.

As part of this case closure, all properties within the site boundaries where groundwater contamination exceeds chapter NR 140 groundwater enforcement standards will be listed on the Department of Natural Resources' geographic information system (GIS) Registry of Closed Remediation Sites. The information on the GIS Registry includes maps showing the location of

Department of Natural Resources' geographic information system (GIS) Registry of Closed Remediation Sites. The information on the GIS Registry includes maps showing the location of properties in Wisconsin where groundwater contamination above chapter 140 enforcement standards was found at the time the case was closed. This GIS Registry is available to the general public on the Department of Natural Resources' internet web site.

The Department of Natural Resources has issued a conditional case closure for my site, however, final case closure cannot be for at least 30 days after the date of this letter. As a representative for the affected property, you have the right to contact the Department to provide any technical information that you may have that indicates that final closure should not be granted for this site. If you would like to submit any information to the Department of Commerce that is relevant to this closure request, you should mail that information to: Ms. Veronica Lorenz, Department of Natural Resources, 1125 N. Military Ave, PO Box 10448, Green Bay, Wisconsin 54307.

Should you or any subsequent property owner wish to construct or reconstruct a well on your property, special well construction standards may be necessary to protect the well from the residual groundwater contamination. Any well driller who poses to construct a well on your property in the future will first need to call the Diggers Hotline (1-800-242-8511) if your property is located outside of the service area of a municipality owned water system, or contact the Drinking Water program within the Wisconsin Department of Natural Resources if your property is located within the designated service area of a municipally owned water system, to determine if there is a need for special well construction standards.

If the Department grants final closure it will be documented in a letter, you may obtain a copy of this letter by requesting a copy from me, by writing to the address given above, or by accessing the DNR GIS Registry of Closed Remediation Sites on the internet at www.dnr.state.wi.us/org/at/et/geo/gwur. A copy of the closure letter is included as part of the site file on the GIS Registry of Closed Remediation Sites.

If you need more specific information, you may contact my environmental consultant at 790 Marvelle Lane, Green Bay, Wisconsin 54307 or 920-497-8910 or you may contact Ms. Jennifer Huffman-WDNR at 3369 W. Brewster Street, Appleton, Wisconsin 54914 or (920) 832-1803.

Sincerely,

William Garrow
Garrow Oil Corp.

ENVIROGEN

790 Marvelle Lane
Green Bay, WI 54304

Tel: 920/497-8910
Fax: 920/497-8065
www.envirogen.com

July 14, 2003

Mr. Ross Buetow
City Engineer
City of Appleton
100 North Appleton Street
Appleton, WI 54911

Re: Notice of Contamination in Road Right-of-Way for the Garrow Oil Gas Stop Site
1717 West College Avenue, Appleton, WI
BRRTS # 03-45-000585

Dear Mr. Buetow:

The Wisconsin Department of Natural Resources (WDNR) in accordance with NR746 is requiring the responsible party of the above referenced project site, Mr. William Garrow, to notify the local municipality of the potential of soil and/or groundwater contamination within the right-of-way of West College Ave. Based upon the site investigation and subsequent remedial actions, residual groundwater petroleum contamination may be found within the right-of-way along the north property boundary of 1717 West College Ave located in the City of Appleton, Outagamie County, Wisconsin.

The residual petroleum contamination does not pose a threat to public health, safety or welfare, or the environment. Remaining groundwater contamination in the form of MTBE is limited to the area identified on the attached figure. Routes of contaminant exposure to negatively affect human health of the environment are minimal. If the land use conditions change in the future and contaminated soil is disturbed, appropriate measures must be implemented to ensure any residual contamination is managed following all applicable State of Wisconsin regulations and standards.

If you have any questions please do not hesitate to contact me at (920) 497-8910.

Sincerely,
ENVIROGEN, INC.

Mark O. Love
Senior Environmental Specialist