

GIS REGISTRY INFORMATION

SITE NAME:	ATF TIRES			
BRRTS #:	03-45-001871	FID # (if appropriate):		
COMMERCE # (if appropriate):				
CLOSURE DATE:	05/04/2004			
STREET ADDRESS:	225 E. SECOND STREET			
CITY:	KAUKAUNA			
SOURCE PROPERTY GPS COORDINATES (meters in WTM91 projection):	X=	658003	Y= 424055	
CONTAMINATED MEDIA:	Groundwater <input type="checkbox"/>	Soil <input type="checkbox"/>	Both <input checked="" type="checkbox"/>	
OFF-SOURCE GW CONTAMINATION >ES:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		
IF YES, STREET ADDRESS 1:	217 E. SECOND STREET			
GPS COORDINATES (meters in WTM91 projection):	X=	657992	Y= 424067	
IF YES, STREET ADDRESS 2:	220 E. SECOND STREET			
GPS COORDINATES (meters in WTM91 projection):	X=	658016	Y= 424041	
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 checked="" type="checkbox"/> Yes	<input 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)				X
Tables of Latest Soil Analytical Results (no shading or cross-hatching)				X
Isoconcentration map(s), if required for site investigation (SI) (8.5x14" if paper copy). The isoconcentration map should have flow direction and extent of groundwater contamination defined. If not available, include the latest extent of contaminant plume map.				X
GW: Table of water level elevations, with sampling dates, and free product noted if present				X
GW: Latest groundwater flow direction/monitoring well location map (should be 2 maps if maximum variation in flow direction is greater than 20 degrees)				X
SOIL: Latest horizontal extent of contamination exceeding generic or SSRCLs, with one contour				X
Geologic cross-sections, if required for SI. (8.5x14" if paper copy)				NA
RP certified statement that legal descriptions are complete and accurate				X
Copies of off-source notification letters (if applicable)				X
Letter informing ROW owner of residual contamination (if applicable) (public, highway or railroad ROW)				X
Copy of (soil or land use) deed restriction(s) or deed notice if any required as a condition of closure				X



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

May 4, 2004

Mr. Ron Dietzen
225 E Second Street
Kaukauna, WI 54130

WDNR BRRTS #: 03-45-001871

SUBJECT: Final Case Closure By Project Manager ATF Tires, 225 E Second St., Kaukauna, WI

Dear Mr. Dietzen:

On January 24, 2004 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 February 4, 2004, you were notified that conditional closure was granted to this case.

On May 4, 2004, 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. The Department considers this case closed and no further investigation, remediation or other action is required at this time.

Your site will be listed on the DNR Remediation and Redevelopment GIS Registry of Closed Remediation Sites. Information that was submitted with your closure request application will be included on the registry. To review the sites on the GIS Registry web page, visit <http://gomapout.dnr.state.wi.us/org/at/et/geo/gwur/index.htm> If your property is listed on the GIS Registry due to groundwater contamination exceeding ch. NR 140 standards at the time of closure, and you intend to construct or reconstruct a well, you will need Department approval. Department approval is required before construction or reconstruction of a well on a property listed on the GIS Registry, in accordance with s. NR 812.09(4)(w). To obtain approval, Form 3300-254 needs to be completed and submitted to the DNR Drinking and Groundwater program's regional water supply specialist. This form can be obtained on-line at the web address listed above.

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

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

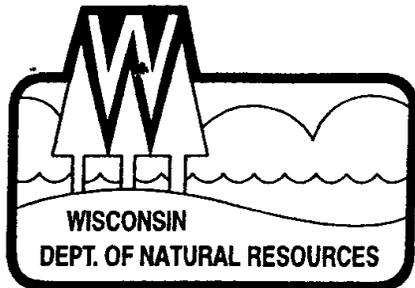
Sincerely,

Cheryl Laatsch

Hydrogeologist Bureau for Remediation & Redevelopment

cc: Environmental Assessments, PO Box 9127, Appleton WI 54911





State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

Scott McCallum, Governor
Darrell Bazzell, Secretary
Ronald W. Kazmierczak, Regional Director

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

February 4, 2004

Mr. Ron Dietzen
225 E Second Street
Kaukauna, WI 54130

Subject: Conditional Case Closure
ATF Tires, 225 E Second Street, Kaukauna, Wisconsin
WDNR BRRTS # 03-45-001871

Dear Mr. Dietzen:

On January 24, 2004, your request for closure of the case described above was reviewed by the Northeast Regional Closure Committee. The Committee reviews environmental remediation cases for compliance with state rules and statutes to maintain consistency in the closure of these cases. After careful review of the closure request, the Committee has determined that the petroleum contamination on the site from the underground storage tanks appears to have been investigated and remediated to the extent practicable under site conditions. 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 and will be closed if the following conditions are satisfied:

The monitoring wells and any other remediation equipment at the site must be properly abandoned in compliance with ch. NR 141, Wis. Adm. Code. Documentation of well abandonment must be submitted to the WDNR on Form 3300-5B found at www.dnr.state.wi.us/org/water/dgw/gw/ or provided by the Department of Natural Resources

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

To close this site, the Department requires that a deed restriction be signed and recorded to address the issue of the remaining soil contamination associated with the site. The purpose of the restriction is to maintain a surface barrier over the remaining soil contamination to prevent it from impacting human health and the environment, and require that the owner of the property investigate the degree and extent of residual contamination that is currently inaccessible, if structural impediments that currently exist on the property are removed.

You will need to submit a draft deed restriction to me before the document is signed and recorded. You may find a model deed restriction enclosed for your use or visit our web site at www.dnr.state.wi.us/org/rr. To assist us in our review of the deed restriction, you should submit a copy of the property deed to me along with the draft document. After the Department of Natural Resources has reviewed and sent the deeds back to you for finalizing, you should sign it if you own the property, or have the appropriate property owner sign it, and have it recorded by



the Outagamie County Register of Deeds. Then you must submit a copy of the recorded document, with the recording information stamped on it, to me. Please be aware that if a deed restriction is recorded for the wrong property because of an inaccurate legal description that you have provided, you will be responsible for recording corrected documents at the Register of Deeds Office to correct the problem.

There is residual soil and/or groundwater contamination in a public street or highway right-of-way. Section NR 726.05(2)(b)4, Wis. Adm. Code, requires you to provide written notification of the presence of residual soil and/or groundwater contamination to the clerk of the town and county or municipality where the right-of-way is located and to the municipal department or state agency that maintains the right-of-way. Please provide me with a copy of the written notification.

When the above conditions have been satisfied, please submit a letter to let me know that applicable conditions have been met, and your case will be closed. Your site will be listed on the DNR Remediation and Redevelopment GIS Registry of Closed Remediation Sites. Information that was submitted with your closure request application will be included on the registry. To review the sites on the GIS Registry web page, visit <http://gomapout.dnr.state.wi.us/org/at/et/geo/gwur/index.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 the case may be reopened pursuant to s. NR 726.09, Wis. Adm. Code, if additional information regarding site conditions indicates that contamination on or from the site poses a threat to public health, safety, or welfare or to the environment.

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

Sincerely,



Cheryl Laatsch
Project Manager
Bureau for Remediation & Redevelopment

cc: Environmental Assessments, PO Box 9127, Appleton WI 54911

1397576

Document Number

AFFIDAVIT OF CORRECTION

AFFIANT, Attorney Charles J. Hartzheim

hereby swears or affirms that a certain document which was titled as follows: Quit Claim Deed (type of document), recorded on the 14th day of February, 2001 (year) in volume , page , as document number 1394918 and was recorded in Outagamie County County, State of Wisconsin, contained the following error (if more space is needed, please attach addendum): A block number was omitted in the legal description.

OUTAGAMIE COUNTY RECEIVED FOR RECORD

MAR - 7 2001

AT 8:30 O'CLOCK A.M. P.M. JANICE FLENZ REGISTER OF DEEDS

Recording Area

Name and Return Address

Attorney Charles J. Hartzheim 800 North Lyndale Drive Appleton, WI 54914

ENVELOPE

pd 12.00

AFFIANT makes this Affidavit for the purpose of correcting the above document as follows (if more space is needed, please attach addendum):

32-4-0072-00-2; 32-4-0073-00-2; 32-4-0119-00-2; 32-4-0120-00-2

Parcel Identification Number (PIN)

The correct legal description is as follows:

Lots 6 and 7, Block 5, LEDYARD PLAT, City of Kaukauna, Outagamie County, Wisconsin, according to the recorded Assessor's Plat of said City. and All of Lot 3 and the West 1/2 of Lot 4, Block 12, LEDYARD PLAT, City of Kaukauna, Outagamie County, Wisconsin, according to the recorded Assessor's Plat of said City. and The East 1/2 of Lot 4 and the West 1/2 of Lot 5, Block 12, LEDYARD PLAT, to the Fourth Ward, City of Kaukauna, Outagamie County, Wisconsin, according to the recorded Assessor's Map of said City.

A copy of the original document (in part or whole) [x] is [] is not attached to this Affidavit (if a copy of the original document is not attached, please attach legal description and names of grantors and grantees).

Dated: February 28, 2001

Signed:

Charles J. Hartzheim, Attorney

State of Wisconsin) County of Outagamie) ss.

Subscribed and sworn to (or affirmed) before me on the 28th day of February 2001

Kathryn M. Sanders Notary Public, State of Wisconsin

My commission (expires) (is): 9/22/02 OF WISCONSIN

AFFIANT is the (check one):

- [x] Drafter of the document being corrected. [] Owner of the property described in the document being corrected. [] Other (explain:)

THIS INSTRUMENT WAS DRAFTED BY: Attorney Charles J. Hartzheim Appleton, WI 54914

THIS FORM IS INTENDED TO CORRECT SCRIVNER'S ERRORS AND NOT FOR THE CONVEYANCE OF REAL PROPERTY.

* Names of persons signing in any capacity must be typed or printed below their signature.

1356256

Document Number

LAND CONTRACT
Form 11

CONTRACT, by and between JAMES R. DERKS, a Single Person ("Vendor", whether one or more) and ROBERT J. FULCER, as Individual Property, ("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:
All of Lot 8, Block 5, LEDYARD PLAT, City of Kaukauna, Outagamie County, Wisconsin, according to the recorded Assessor's Map of said City.

TRANSFER
\$ 240.00
FEE

OUTAGAMIE COUNTY
RECEIVED FOR RECORD

FEB 3 2000

AT 1 O'CLOCK A.M. P.M.
JANICE FLENZ
REGISTER OF DEEDS

pd
12.00

Recording Area
Name and Return Address

Atty. Paul Van Berkel
180 West Wisconsin Avenue
Kaukauna, WI 54130

32-4-0074-00-2

(Parcel Identification Number)

This is not homestead property.

Purchaser agrees to purchase the Property and to pay to Vendor at his residence, the sum of \$80,000.00 in the following manner: (a) \$682.00 at the execution of this Contract; and (b) the balance of \$79,318.00, together with interest from date hereof on the balance outstanding from time to time at the rate of 7% percent per annum until paid in full, as follows: minimum semi-monthly payments of \$ 682.00 on the 1st and 15th day of each month, commencing February 15, 2000 and the same days each month thereafter.

Provided, however, the entire outstanding balance shall be paid in full on or before the 1st day of February, 2006 (the maturity date).

Following any default in payment, interest shall accrue at the rate of 7% per annum on the entire amount in default (which shall include, without limitation, delinquent interest and, upon acceleration or maturity, the entire principal balance).

Purchaser, unless excused by Vendor, agrees to pay monthly to Vendor amounts sufficient to pay reasonably 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.

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

Purchaser states that Purchaser is satisfied with the title as shown by the title evidence submitted to Purchaser for examination except: Vendor will provide an updated abstract showing clear title, except for any liens or encumbrances created by Purchaser, within sixty (60) days of the principal balance reaching less than \$40,000.00.

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 1, 2000.

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 agrees and assumes liability for payment of real estate taxes for the year 2000.

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 \$80,000.00, 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: NONE.

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 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 31st day of January, 2000.

JAMES R. DERKS Vendor ROBERT J. FULCER Purchaser

Vendor // Purchaser

AUTHENTICATION

Signature(s) _____

authenticated this ____ day of _____
signature _____
type or print name _____
TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by § 706.06, Wis. Stats.)

ACKNOWLEDGMENT

STATE OF WISCONSIN
OUTAGAMIE COUNTY
Personally came before me this 31st day of January, 2000
the above named JAMES R. DERKS and ROBERT J.
FULCER, to me known to be the persons who executed the
foregoing instrument and acknowledged the same.
signature _____
type or print name PAUL VAN BERKEL
Notary Public Outagamie County, WI
My commission is permanent. (If not, state expiration date:
_____)

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

THIS INSTRUMENT WAS DRAFTED BY
ATTY. PAUL VAN BERKEL
180 West Wisconsin Avenue, Kaukauna, WI 54130

DOCUMENT NO.
716622

VOL 1029 PAGE 359

STATE BAR OF WISCONSIN - FORM 15
ASSIGNMENT OF LAND CONTRACT
THIS SPACE RESERVED FOR RECORDING DATA
995 Rec. 320

REGISTER'S OFFICE
OUTAGAMIE COUNTY, WIS.

Received for Record the 27
day of September, 1976
9 o'clock A.M. and recorded in
Vol. 1029 of Records on page 359
D. P. Pectero
REGISTER

CLAYTON VAN DYKE, Personal Representative of the Estate
of William J. Van Dyke, a/k/a Wm. J. Van Dyke, surviving joint
tenant of Agnes Van Dyke, his wife, herein called Assignor,
whether one or more, for a valuable consideration, hereby grants, assigns, transfers and
conveys to R. Clayton Van Dyke, Melvin Van Dyke, & Eunice Leemon,
each an undivided one-third as Tenants in Common
whether one or more, the (Vendor's ~~interest~~) interest in a certain Land Contract
dated the 1st day of September, 1975,
executed by Clayton Van Dyke, Personal Representative of the
Estate of William J. Van Dyke, a/k/a Wm. J. Van Dyke,
surviving joint tenant of Agnes Van Dyke, his wife, as Vendor to
St. Vincent De Paul Society of Kaukauna, Inc., a Wisconsin
Corporation

RETURN TO
ATTORNEY DONALD E. SWETZ
111 EAST SECOND STREET
KAUKAUNA, WISCONSIN 54900

as Purchaser
on certain lands in the County of Outagamie, State of Wisconsin, together with (the indebtedness therein
referred to and) all the right, title and interest of the Assignor, in and to said lands, which Land Contract was recorded in the Office of
the Register of Deeds of said County, on the 11th day of November, 1975,
in Volume 995 of Records, on page 325, as Document No. 702438.

The Assignor hereby covenants that there is now owing and unpaid on said Land Contract, the sum of
Thirteen Thousand Seven Hundred Eighty Three and 20/100 (\$13,783.20) Dollars,
on principal as of September 1, 1976, and also interest at 6 1/2 per cent per annum from September 1, 1976, that he is the owner of the above
described interest in the land contract and has good right to assign the same, and that the condition of the title of Assignor's interest
is the same as at the time of recording the land contract.

Executed at Kaukauna, WI this 17th day of September, 1976.

SIGNED AND SEALED IN PRESENCE OF

x Clayton Van Dyke (SEAL)
Clayton Van Dyke, Personal Representative

Estate of William J. Van Dyke (SEAL)

(SEAL)

(SEAL)

Signature of _____

authenticated this _____ day of _____, 19 _____.

Title: Member State Bar of Wisconsin or Other Party
Authorized under Sec. 705.06 viz. _____

STATE OF WISCONSIN } ss.
OUTAGAMIE County.

Personally came before me, this 17th day of September, 1976,
the above named Clayton Van Dyke, Personal Representative of the estate of William
J. Van Dyke
to me known to be the person who executed the foregoing instrument and acknowledged the same, in said capacity

This instrument was drafted by

Donald E. Swetz
Attorney at Law

The use of witnesses is optional.

Donald E. Swetz
Notary Public Outagamie County, Wis.

My Commission Expires (to) permanent

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

This Indenture, Made this 30th day of September, A. D., 1969, between Schouten Oil Co., Inc., sometimes written Schouten Oil Company, Inc., a Corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, located at Kaukauna, Wisconsin, party of the first part, and St. Vincent de Paul Society of Kaukauna, Inc., a Wisconsin corporation, party of the second part.

Witnesseth, That the said party of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration

to it paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents does give, grant, bargain, sell, remise, release, alien, convey and confirm unto the said party of the second part, its successors, heirs and assigns forever, the following described real estate, situated in the County of Outagamie and State of Wisconsin, to-wit:

All of Lot Five (5) in Block Five (5), LEDYARD PLAT, City of Kaukauna, Outagamie County, Wisconsin, according to the recorded Assessor's Map of said City.

Reserving to the Grantor herein the right of use and maintenance of an underground waste oil tank and also the right of use and maintenance of an above-ground fuel oil tank being located on the property conveyed herein, together with the right of ingress and egress across said property to gain access to the same. In the event that Grantee should construct an addition to the existing store building which would cover the underground waste oil tank, or the area upon which the above-ground fuel oil tank is located, then Grantee, at its own expense, shall relocate said tanks nearer the alley which lies to the rear of said property being conveyed so that Grantor may continue to use said tanks and to keep its right of ingress and egress across the remaining property not covered by said addition. This right of use and maintenance, ingress and egress, shall continue as long as Grantee herein owns the property.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining; and all the estate, right, title, interest, claim or demand whatsoever, of the said party of the first part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises, and their hereditaments and appurtenances.

To Have and to Hold the said premises as above described with the hereditaments and appurtenances, unto the said party of the second part, and to its successors, heirs and assigns FOREVER.

And the said Schouten Oil Co., Inc. party of the first part, for itself and its successors, does covenant, grant, bargain and agree to and with the said party of the second part, its successors, heirs and assigns, that at the time of the ensembling and delivery of these presents it is well seized of the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear from all incumbrances whatever, except for easements, covenants and restrictions of record and conveyances for public roadway purposes,

and that the above bargained premises in the quiet and peaceable possession of the said party of the second part, its successors, heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, it will forever WARRANT AND DEFEND.

In Witness Whereof, the said Schouten Oil Co., Inc., party of the first part, has caused these presents to be signed by Joseph A. Schouten, its President, and countersigned by Irene E. Schouten, its Secretary, at Kaukauna, Wisconsin, and its corporate seal to be hereunto affixed, this 30th day of September, A. D., 1969.

SIGNED AND SEALED IN PRESENCE OF

Donna H. Swetz

Donald E. Swetz

SCHOUTEN OIL CO., INC.

Joseph A. Schouten

Irene E. Schouten, Secretary

820 PART 634

State of Wisconsin,
Outagamie County

THIS INSTRUMENT WAS DRAFTED BY
Donald E. Swetz
Attorney at Law

Personally came before me, this 30th day of September, A. D. 1969,
Joseph A. Schouten, President, and Irene E. Schouten, Secretary
of the above named Corporation, to me known to be the persons who executed the foregoing instrument, and to me
known to be such President and Secretary of said Corporation, and acknowledged that they executed the foregoing
instrument as such officers as the deed of said Corporation, by its authority.

Donald E. Swetz
Donald E. Swetz
Notary Public, Outagamie County, Wis.
My commission ~~exp~~ is permanent, A. D. 19

No. 628911

TO

Premises

Warranty Deed

This instrument should be immediately placed
upon record to avoid future troubled litigation.

REGISTER'S OFFICE,
State of Wisconsin,
OUTAGAMIE County.

Received for Record this 18 day of

November A. D. 19 69.

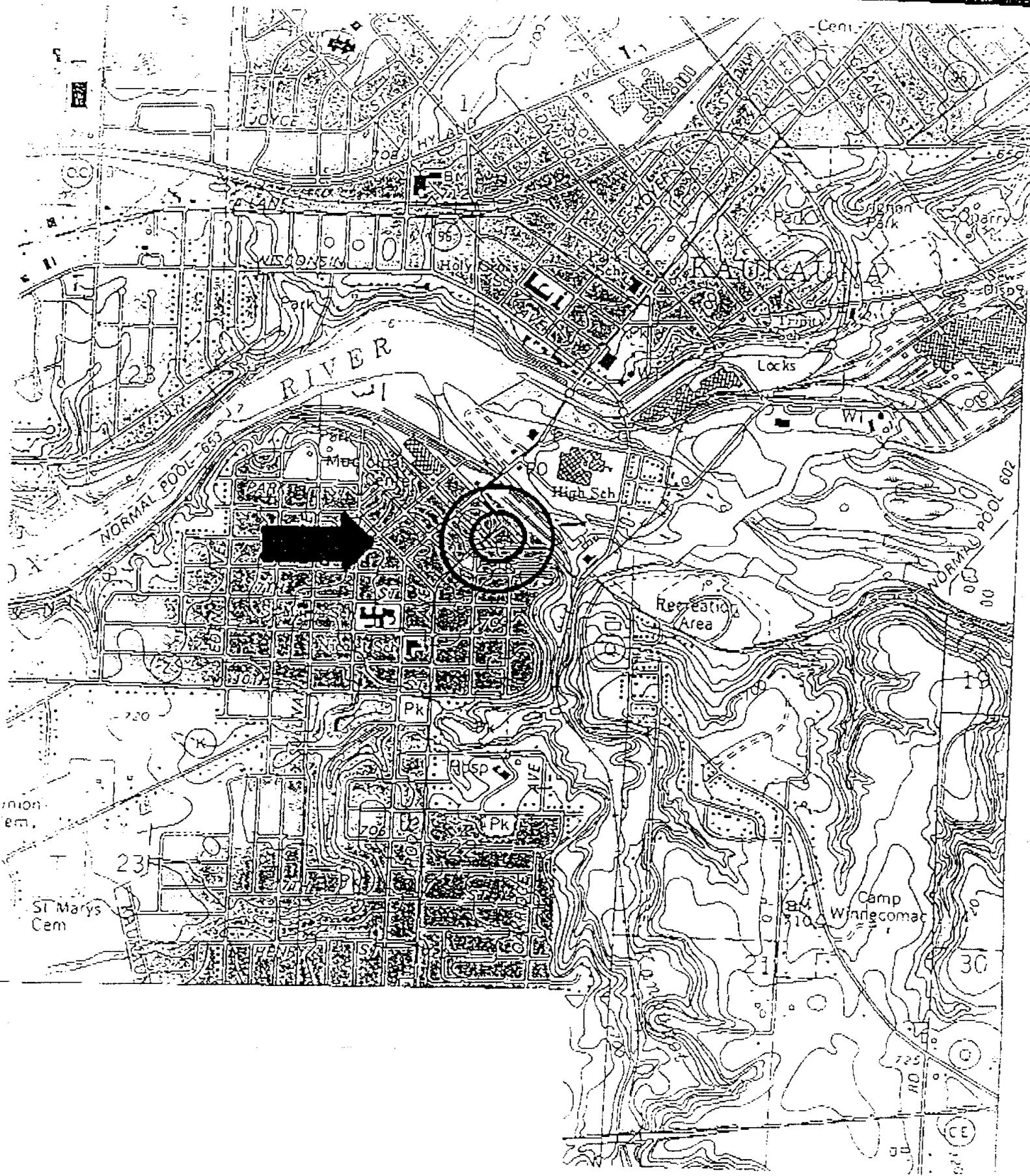
at 10 o'clock P. M., and recorded in

Book 820 of Records on page 633

D. P. Paturel
Register of Deeds.

Deputy.

McCARTY, SWETZ & CURRY
PECHMAN BUILDING
Kaukauna, Wisconsin 54130



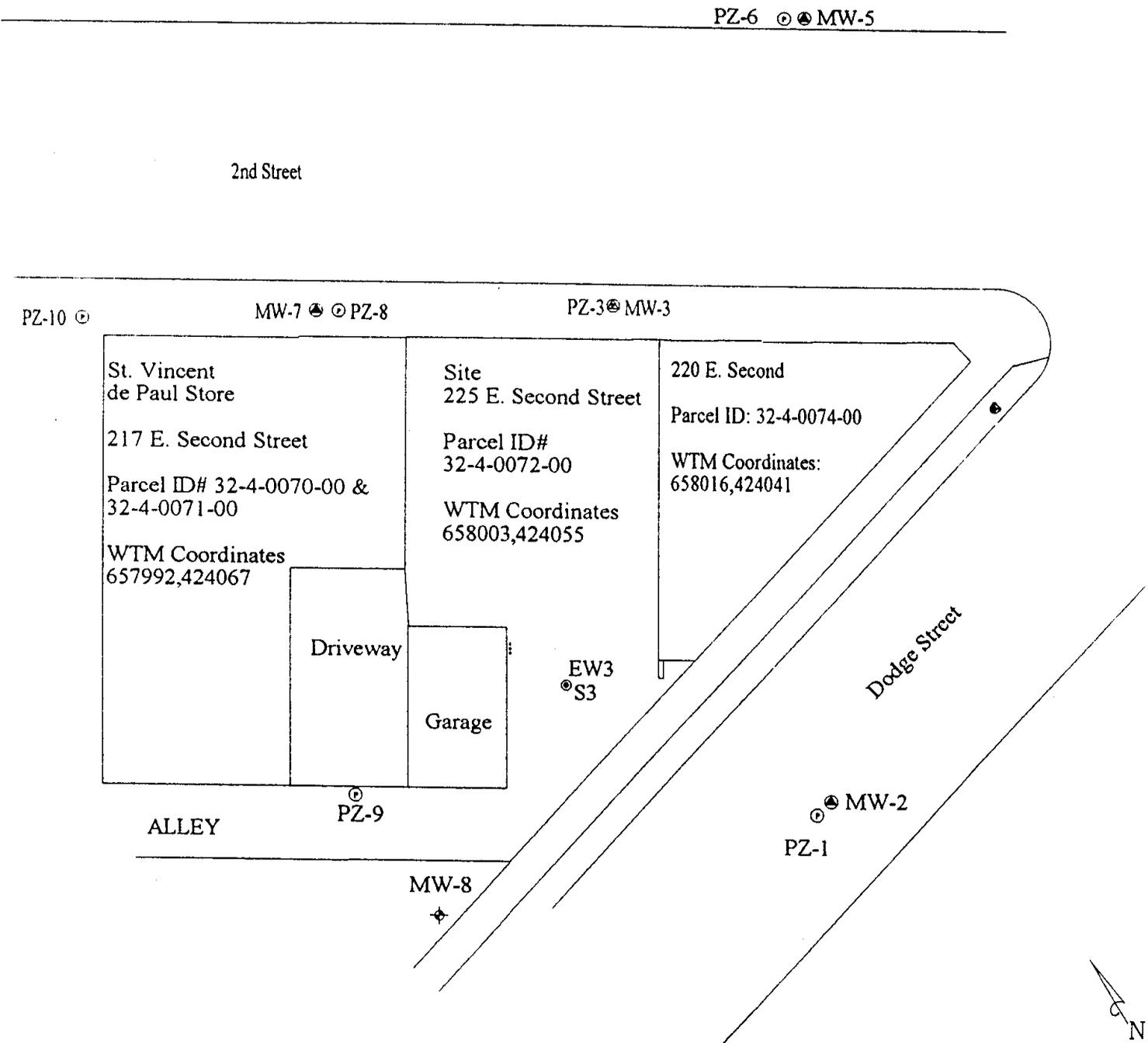
ENVIRONMENTAL
ASSESSMENTS,
INC.

Project/Client

SITE LOCATION MAP
ATF TIRES
KAUKAUNA, WISCONSIN

(Map Source: USGS 7.5' Series Topographic Quad of Kaukauna)

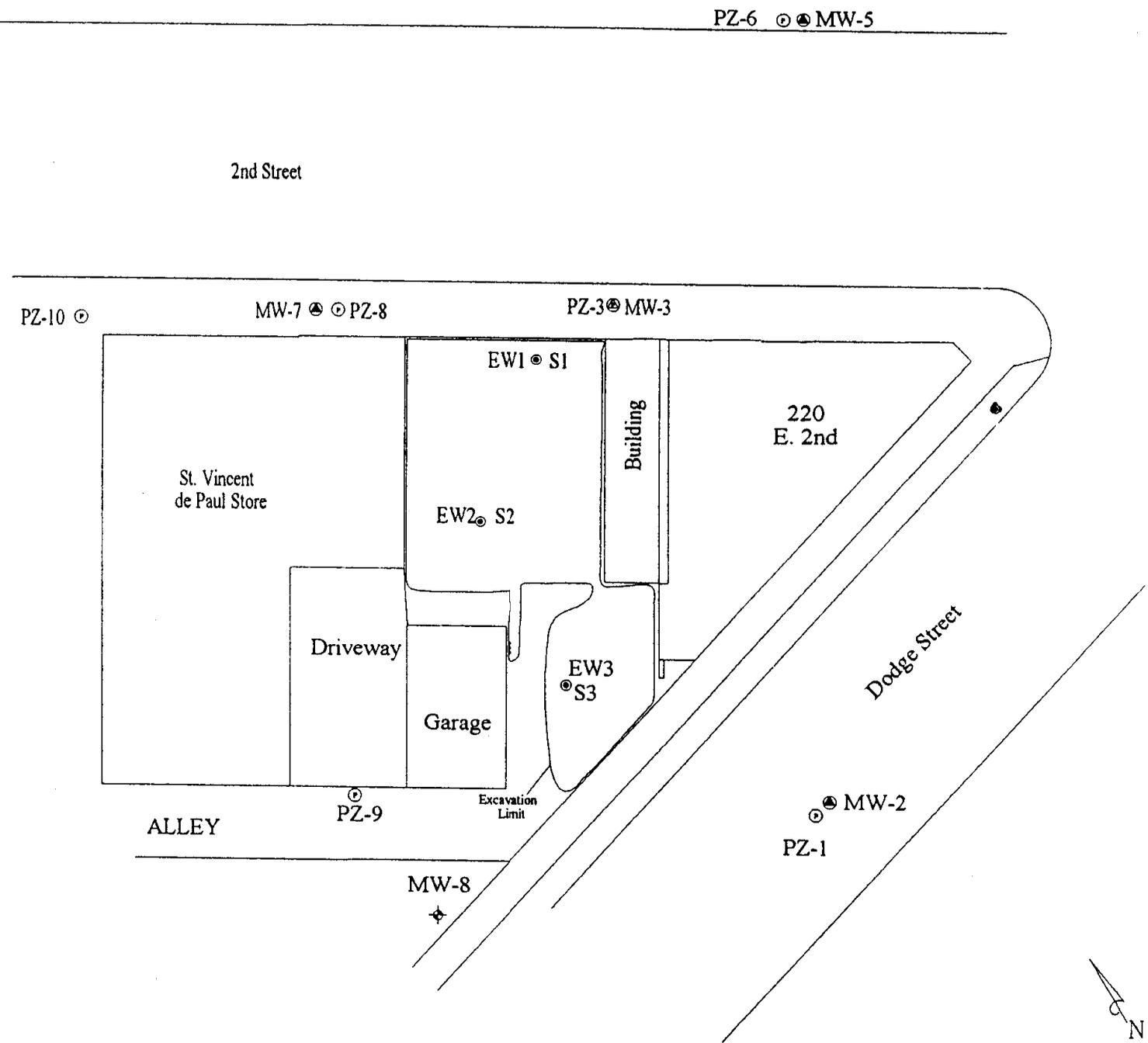
Figure No.	1
Drawn By	HAS
Scale	1" = 1,500'
Project No	20071010994



LEGEND

- ▲ Monitoring Well Location
- ⊙ Piezometer Location
- ⊙ Nested Monitoring Well and Piezometer Location
- ⊙ Offsite Monitoring Well Location
- PZ-1 Well ID
- ⊙ Nest location and ID
Nest consists of one 6-inch sump and one 6-inch bedrock extraction well.

Environmental Assessments, Inc. P.O. Box 9127 Appleton, WI 54911 (920) 749-9746 Fax (920) 749-9748	Title:	Site Layout Map Showing Parcel IDs & WTM Coordinates ATF Tires 225 E. 2nd Street Kaukauna, WI 54130	Figure # 1
			Scale: 1" = 40'
			Drafted By: Barbara Burns Altered By: Martin Johnson (6-16-00)



LEGEND

- ▲ Monitoring Well Location
- Ⓟ Piezometer Location
- Ⓟ Nested Monitoring Well and Piezometer Location
- ⊕ Offsite Monitoring Well Location
- PZ-1 Well ID
- Nest location and ID
Nest consists of one 6-inch sump and one 6-inch bedrock extraction well.

Environmental Assessments, Inc. P.O. Box 9127 Appleton, WI 54911 (920) 749-9746 Fax (920) 749-9748	Title: Site Layout Map	Figure # 1
	Project: ATF Tires 225 E. 2nd Street Kaukauna, WI 54130	Scale: 1" = 40'
		Drafted By: Barbara Burns Altered By: Martin Johnson (6-16-00)

**ATF Tires
Groundwater Contaminant Table**

PZ1 Date	Ground Elevation 99.58			Top of Screen 80.48		Pipe Elevation 98.48			Depth to Groundwater	Groundwater Elevation
	Benzene	E-benzene	Toluene	Tot. Xylenes	TMB	MTBE	Naphthalene	1,2-DCA		
06/20/95	<0.26	<0.32	<0.69	<0.9	<0.57	<0.22	<0.41	<0.86		
11/13/95	<0.6	<1.0	<1.0	<1.0	<1.0	<1.0	**	**		
02/07/96	<0.6	<1.0	<1.0	<1.0	<1.0	<1.0	**	*		
11/06/96	<0.5	<0.6	<0.6	<1.7	<1.7	<2.7	**	**		
02/17/97	<0.5	<0.6	<0.6	<1.7	<1.7	<2.7	**	**		
08/27/97	<0.5	<0.6	<0.6	<1.7	<1.7	<0.92	**	**		
10/14/97	<0.5	<0.6	<0.6	<1.7	<1.7	<0.92	**	**	11.13	87.35
01/27/98	<0.5	<0.6	<0.6	<1.7	<1.7	<0.92	**	**	11.2	87.28
04/23/98	2.7	<0.6	<0.6	<1.7	<1.7	<0.92	**	**	11.14	87.34
08/11/98	<0.5	<0.6	<0.6	<1.7	<1.7	<0.92	**	**	11.2	87.28
11/17/98	<0.5	<0.6	<0.6	<1.7	<1.7	<0.92	**	**	11.2	87.28
06/02/99	<0.32	<0.34	<0.35	<1.0	<0.64	<0.31	**	**	11.08	87.4
09/08/99	<0.32	<0.34	<0.35	<1.0	<0.64	<0.31	**	**	11.21	87.27
07/05/00	<0.39	<0.4	<0.37	<1.4	<0.63	<0.47	**	**	11.18	87.3
03/06/01	<0.39	<0.4	<0.37	<0.79	<0.63	<0.47	**	**	11.31	87.17
12/19/01	<0.21	<0.22	<0.41	<0.43	<0.34	<0.46	**	**	11.23	87.25

PZ3 Date	Ground Elevation 100.35			Top of Screen 77.63		Pipe Elevation 99.63			Depth to Groundwater	Groundwater Elevation
	Benzene	E-benzene	Toluene	Tot. Xylenes	TMB	MTBE	Naphthalene	1,2-DCA		
06/20/95	2,200	130	980	5,100	1,550	<4.4	240	25		
11/13/95	1,800	160	58	913	610	<10	**	**		
02/07/96	1,700	58	52	297	280	<10	**	**		
11/07/96	1,270	82	30	<85	59	<135	**	**		
02/17/97	513	16	22	44	31	2.8	**	**		
08/27/97	1,310	34	172	264	41	<0.92	**	**		
10/14/97	2,000	298	456	950	84	<15	**	**	8.56	91.07
01/27/98	424	28	46	129	42	<0.92	**	**	8.48	91.15
04/23/98	1,840	188	587	917	103	<0.92	**	**	8.17	91.46
08/11/98	1,470	313	360	943	265	<9.2	**	**	7.78	91.85
11/17/98	1,340	176	224	557	132	<61	52	<24	7.91	91.72
06/02/99	1,800	230	770	1,200	284	<3.1	32	**	8.36	91.27
07/05/00	360	69	13	<14	12	<4.7	<5.3	**	8.44	91.19
03/06/01	1,400	250	200	701	352	<9.4	77	**	8.54	91.09
12/19/01	170	35	9.3	21	22.5	<2.3	7.3	**	9.38	90.25
08/14/02	190	52	11	<30	11	<10	<28	**		
11/27/02	290	62	12	6.2	4.2	<0.86	2.6		8.89	90.74

PZ6 Date	Ground Elevation 96.72			Top of Screen 81.2		Pipe Elevation 96.2			Depth to Groundwater	Groundwater Elevation
	Benzene	E-benzene	Toluene	Tot. Xylenes	TMB	MTBE	Naphthalene	1,2-DCA		
11/13/95	<0.6	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0		
02/07/96	<0.6	<1.0	<1.0	<1.0	<1.0	1.5	**	**		
11/07/96	<0.5	<0.6	<0.6	<1.7	<1.7	<2.7	**	**		
02/17/97	7.9	<0.6	<0.6	<1.7	<1.7	<0.92	**	**		
08/27/97	<0.5	<0.6	<0.6	<1.7	<1.7	<0.92	**	**		
10/14/97	<0.5	<0.6	<0.6	<1.7	<1.7	<0.92	**	**	11.12	85.08
01/27/98	<0.5	<0.6	<0.6	<1.7	<1.7	<1.0	**	**	11.06	85.14
04/23/98	2.9	<0.6	<0.6	<1.7	<1.7	<0.92	**	**	11.06	85.14
08/11/98	<0.5	<0.6	<0.6	<1.7	<1.7	<0.92	**	**	11.11	85.09
11/17/98	<0.5	<0.6	<0.6	<1.7	<1.7	<0.92	**	**	11.14	85.06
06/02/99	<0.32	<0.34	<0.35	<1.0	<0.64	<0.31	**	**	10.86	85.34
07/05/00	<0.39	<0.4	<0.37	<1.4	<0.63	0.62	**	**	11.03	85.17
03/06/01	0.93	<0.4	<0.37	<0.79	<0.63	<0.47	**	**	11.08	85.12
12/19/01	<0.21	<0.22	<0.41	<0.43	<0.34	<0.46	**	**	11.1	85.1
08/14/02	<0.43	<0.49	<0.63	<1.5	<0.72	<0.49				
11/27/02	<0.45	<0.82	<0.68	<1.7	<0.94	<0.43			10.81	85.39

NR140 ES	5	700	1,000	10,000	480	60	40	5
NR 140 PAL	0.5	140	200	1,000	96	12	8	0.5

PZ8 Date	Ground Elevation 98.09			Top of Screen	Pipe Elevation 82.55				97.55		Depth to Groundwater	Groundwater Elevation
	Benzene	E-benzene	Toluene	Tot. Xylenes	TMB	MTBE	Naphthalene	1,2-DCA				
11/13/95	13	7.4	7.1	22	<1.0	<1.0	1.9	<1.0				
02/07/96	120	26	36	63	7.5	<1.0	4.2	<1.0				
11/07/96	43	7.8	9	20	10.6	<2.7	**	**				
02/17/97	82	15	18	34.5	25	3.3	**	**				
08/27/97	43	5.8	7.7	14.8	7.9	<0.92	**	**				
10/14/97	27	4.1	3.6	9.4	5.9	1.2	**	**	8.41	89.14		
01/27/98	29	5.9	4.9	13.2	8.8	1.6	**	**	8.78	88.77		
04/23/98	33	7.4	5.8	14.5	10.6	1.4	**	**	8.11	89.44		
08/11/98	35	7.6	5.6	13.5	10.5	2.4	**	**	8.15	89.4		
11/17/98	32	6.8	5.3	12.1	9.3	2.2	**	**	8.29	89.26		
06/02/99	36	7.3	5.3	11	9.6	<0.31	**	**	7.94	89.61		
07/05/00	42	7.9	4.1	7.5	8.0	<0.47	**	**	8.33	89.22		
03/06/01	130	7.7	6.1	8.6	7.5	<0.47	0.91	**	8.77	88.78		
12/19/01	13	2.8	1.2	2.1	4.1	<0.46	<0.69	**	8.4	89.15		
08/14/02	29	7	3.7	4.3	2	<0.49	<1.4					
11/27/02	28	5.3	3.7	2.3	<0.94	<0.43	<0.89		8.73	88.82		

PZ9 Date	Ground Elevation 100.42			Top of Screen	Pipe Elevation 79.96				99.96		Depth to Groundwater	Groundwater Elevation
	Benzene	E-benzene	Toluene	Tot. Xylenes	TMB	MTBE	Naphthalene	1,2-DCA				
11/13/95	84	<1.0	1.4	<1.0	<1.0	6.3	<1.0	<1.0				
02/07/96	180	1.2	<1.0	<1.0	<1.0	15	**	**				
11/07/96	13	<0.6	<0.6	<1.7	<1.7	5.8	**	**				
02/17/97	94	<0.6	<0.6	<1.7	<1.7	13	**	**				
08/27/97	321	3.1	<0.6	<1.7	<1.7	10	**	**				
10/14/97	81	<0.6	<0.6	<1.7	<1.7	5.8	**	**	12.14	87.82		
01/27/98	57	<0.6	<0.6	<1.7	<1.7	7.8	**	**	12.24	87.72		
04/23/98	156	2.5	1.1	<1.7	<1.7	5	**	**	11.9	88.06		
08/11/98	160	3.1	0.64	<1.7	<1.7	8.6	**	**	12.05	87.91		
11/17/98	104	<0.6	<0.6	<1.7	<1.7	5	**	**	12.13	87.83		
06/02/99	160	0.63	0.47	<1.0	<0.64	6.6	**	**	11.96	88		
07/05/00	0.8	<0.4	<0.37	<1.4	<0.63	1.9	**	**	12.16	87.8		
03/06/01	<0.39	<0.4	<0.37	<0.79	<0.63	1.3	**	**	12.4	87.56		
12/19/01	<0.21	<0.22	<0.41	<0.43	<0.34	3.0	**	**	12.32	87.64		
08/14/02	<0.43	<0.49	<0.63	<1.5	<0.72	2.3						
11/27/02	<0.45	<0.82	<0.68	<1.7	<0.94	1.8			12.84	87.12		

PZ10 Date	Ground Elevation 98.47			Top of Screen	Pipe Elevation 82.99				97.99		Depth to Groundwater	Groundwater Elevation
	Benzene	E-benzene	Toluene	Tot. Xylenes	TMB	MTBE	Naphthalene	1,2-DCA				
02/07/96	<0.6	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0				
11/07/96	<0.5	<0.6	<0.6	<1.7	<1.7	<2.7	**	**				
02/17/97	<0.5	<0.6	<0.6	<1.7	<1.7	<0.92	**	**				
08/27/97	<0.5	<0.6	<0.6	<1.7	<1.7	<0.92	**	**				
10/14/97	<0.5	<0.6	<0.6	<1.7	<1.7	<0.92	**	**	8.1	89.89		
01/27/98	<0.5	<0.6	<0.6	<1.7	<1.7	<0.92	**	**	8.78	89.21		
04/23/98	<0.5	<0.6	<0.6	<1.7	<1.7	<0.92	**	**	7.77	90.22		
08/11/98	<0.5	<0.6	<0.6	<1.7	<1.7	<0.92	**	**	8.03	89.96		
11/17/98	<0.5	<0.6	<0.6	<1.7	<1.7	<0.92	**	**	8.11	89.88		
06/02/99	<0.32	<0.34	<0.35	<1.0	<0.64	<0.31	**	**	7.51	90.48		
07/05/00	<0.39	<0.4	<0.37	<1.4	<0.63	<0.47	**	**	8.33	89.66		
03/06/01	<0.39	<0.4	<0.37	<0.79	<0.63	<0.47	**	**	8.72	89.27		
12/19/01	<0.21	<0.22	<0.41	<0.43	<0.34	<0.46	**	**	8.26	89.73		
11/27/02	<0.45	<0.82	<0.68	<1.7	<0.94	<0.43			8.8	89.19		

NR140 ES	5	700	1,000	10,000	480	60	40	5
NR 140 PAL	0.5	140	200	1,000	96	12	8	0.5

EW1 Date	Ground Elevation			Top of Screen		Pipe Elevation			97.48 1,2-DCA	Depth to Groundwater	Groundwater Elevation
	Benzene	E-benzene	Toluene	Tot. Xylenes	TMB	MTBE	Naphthalene				
08/27/97	2,360	4,080	4,160	28,190	202,500	< 732	23,500	< 350			
10/14/97	2,110	983	2,790	4,370	1,864	< 92	548	**	9.07	88.41	
01/27/98	3,700	1,280	4,200	5,450	1,497	< 46	449	**	8.94	88.54	
04/23/98	2,290	646	2,380	3,250	1,111	< 122	273	**	8.76	88.72	
08/11/98	2,830	951	2,840	3,964	1,184	< 46	298	**	8.39	89.09	
11/17/98	2,550	1,170	2,900	4,710	1,581	< 46	385	**	8.8	88.68	
06/02/99	2,700	1,000	1,200	4,200	1,940	< 3.1	310	**	8.96	88.52	
09/08/99	2,300	1,000	1,100	3,500	1,510	< 3.1	230	**	9.3	88.18	
07/05/00	2,000	880	680	2,400	1,280	< 9.4	200	**	9.02	88.46	
03/06/01	140	28	44	372	910	< 4.7	270	**	9.33	88.15	
12/19/01	880	160	280	610	420	< 23	94	**	9.38	88.1	
08/14/02	620	250	130	680	520	< 10	59				
11/27/02	910	300	270	640	403	< 4.3	69		9.44	88.04	

EW2 Date	Ground Elevation			Top of Screen		Pipe Elevation			98.07 1,2-DCA	Depth to Groundwater	Groundwater Elevation
	Benzene	E-benzene	Toluene	Tot. Xylenes	TMB	MTBE	Naphthalene				
08/27/97	1,100	457	1,030	1,938	801	< 36.6	161	< 17.5			
10/14/97	451	193	161	658	328	17	68	**	9.78	88.29	
01/27/98	560	86	118	368	317	16	70	**	9.74	88.33	
04/23/98	657	115	277	326	180	< 73.2	< 53.8	**	9.42	88.65	
08/11/98	451	89	66	156	135	< 0.92	43	**	9.54	88.53	
11/17/98	410	147	105	230	230	< 0.92	49	**	9.63	88.44	
06/02/99	1,200	300	170	510	276	28	36	**	9.52	88.55	
09/08/99	1,000	250	150	380	217	< 3.1	17	**	9.88	88.19	
07/05/00	600	180	58	180	130	< 4.7	11	**	9.59	88.48	
03/06/01	< 0.39	< 0.4	< 0.37	< 0.79	< 0.63	< 4.7	< 0.53	**	9.95	88.12	
12/19/01	< 0.21	< 0.22	< 0.41	< 0.43	< 0.34	1.8	< 0.69	**	10.01	88.06	
08/14/02	22	3.7	2.9	< 1.5	5.8	1.9	< 1.4				
11/27/02	< 0.45	< 0.82	< 0.68	< 1.7	< 0.94	< 0.43			10.05	88.02	

EW3 Date	Ground Elevation			Top of Screen		Pipe Elevation			98.55 1,2-DCA	Depth to Groundwater	Groundwater Elevation
	Benzene	E-benzene	Toluene	Tot. Xylenes	TMB	MTBE	Naphthalene				
08/27/97	458	107	197	353.8	148.9	< 36.6	< 26.9	< 17.5			
10/14/97	180	72	12	94.3	74	33	17	**	10.43	88.12	
01/27/98	137	14	< 6.0	< 17	21	22	**	**	10.46	88.09	
04/23/98	879	118	34	59.1	66	< 9.2	**	**	10.2	88.35	
08/11/98	194	35	4.7	5.4	12.95	19	**	**	10.28	88.27	
11/17/98	124	32	4.8	5.3	5.7	17	5.2	**	10.33	88.22	
06/02/99	350	70	10	11	11.74	6.2	< 0.88	**	10.23	88.32	
09/08/99	140	33	4.2	3.6	3.9	10	< 0.88	**	10.56	87.99	
07/05/00	170	43	7.4	< 28	9.2	< 9.4	**	**	10.27	88.28	
03/06/01	< 0.39	< 0.4	< 0.37	< 0.79	< 0.63	< 4.7	**	**	10.66	87.89	
12/19/01	0.32	< 0.22	< 0.41	< 0.43	< 0.34	2.5	**	**	10.68	87.87	
08/14/02	< 0.43	< 0.49	< 0.63	< 1.5	< 0.72	1.1					
11/27/02	< 0.45	< 0.82	< 0.68	< 1.7	< 0.94	< 0.43			10.8	87.75	

MW2 Date	Ground Elevation			Top of Screen		Pipe Elevation			98.47 1,2-DCA	Depth to Groundwater	Groundwater Elevation
	Benzene	E-benzene	Toluene	Tot. Xylenes	TMB	MTBE	Naphthalene				
06/20/95	< 0.26	< 0.32	< 0.69	< 0.9	< 0.57	< 0.22	< 0.41	< 0.86			
11/13/95	< 0.6	< 1.0	< 1.0	< 1.0	< 1.0	< 1.0	**	**			
02/07/96	< 0.6	< 1.0	< 1.0	< 1.0	< 1.0	< 1.0	**	**			
11/07/96	< 0.5	< 0.6	< 0.6	< 1.7	< 1.7	< 2.7	**	**			
02/17/97	< 0.5	< 0.6	< 0.6	< 1.7	< 1.7	< 0.92	**	**			
08/27/97	< 0.5	< 0.6	< 0.6	< 1.7	< 1.7	< 0.92	**	**			
10/14/97	< 0.5	< 0.6	< 0.6	< 1.7	< 1.7	< 0.92	**	**	11.1	87.37	
01/27/98	< 0.5	< 0.6	< 0.6	< 1.7	< 1.7	< 0.92	**	**	11.19	87.28	
04/23/98	< 0.5	< 0.6	< 0.6	< 1.7	< 1.7	< 0.92	**	**	11.08	87.39	
08/11/98	< 0.5	< 0.6	< 0.6	< 1.7	< 1.7	< 0.92	**	**	11.14	87.33	
11/17/98	< 0.5	< 0.6	< 0.6	< 1.7	< 1.7	< 0.92	**	**	11.15	87.32	
06/02/99	< 0.32	< 0.34	< 0.35	< 1.0	< 0.64	< 0.31	**	**	11.06	87.41	
09/08/99	< 0.32	< 0.34	< 0.35	< 1.0	< 0.64	< 0.31	**	**	11.19	87.28	
07/05/00	< 0.39	< 0.4	< 0.37	< 1.4	< 0.63	< 0.47	**	**	11.19	87.28	
03/06/01	< 0.39	< 0.4	< 0.37	< 0.79	< 0.63	< 0.47	**	**	11.37	87.1	
12/19/01	< 0.21	< 0.22	< 0.41	< 0.43	< 0.34	< 0.46	**	**	11.28	87.19	

NR140 ES	5	700	1,000	10,000	480	60	40	5
NR 140 PAL	0.5	140	200	1,000	'96	12	8	0.5

MW3 Date	Ground Elevation 100.35			Top of Screen 92.97		Pipe Elevation 99.97			Depth to Groundwater	Groundwater Elevation
	Benzene	E-benzene	Toluene	Tot. Xylenes	TMB	MTBE	Naphthalene	1,2-DCA		
06/20/95	1,400	800	1,600	3,590	1,270	< 4.4	260	20		
11/13/95	570	430	330	1,410	550	5	**	**		
02/07/96	1,700	940	1,000	3,460	1,440	44	**	**		
11/07/96	1,040	415	307	1,390	689	< 135	**	**		
02/17/97	1,730	656	506	2,165	1,013	< 92	**	**		
08/27/97	913	405	382	1,789	973	< 92	**	**		
10/14/97	1,380	620	523	2,336	1,027	< 92	**	**	8.81	91.16
01/27/98	1,780	608	548	1,906	905	< 9.2	**	**	8.78	91.19
04/23/98	1,030	493	361	1,721	847	< 46	**	**	8.51	91.46
08/11/98	781	426	261	1,440	848	< 9.2	**	**	8.26	91.71
11/17/98	785	378	244	1,324	766	< 12	159	< 4.8	8.49	91.48
06/02/99	1,700	650	390	1,600	840	< 3.1	150	**	8.52	91.45
07/05/00	730	550	220	1,400	890	< 4.7	160	**	8.4	91.57
03/06/01	1,400	630	290	1,770	810	< 9.4	150	**	8.73	91.24
12/19/01	1,200	620	530	3,100	1,940	< 46	270	**	8.6	91.37
08/14/02	910	330	220	2300	1580	< 25				
11/27/02	680	340	150	1650	1460	18			8.37	91.6

MW4 Date	Ground Elevation 98.09			Top of Screen 90.37		Pipe Elevation 97.37			Depth to Groundwater	Groundwater Elevation
	Benzene	E-benzene	Toluene	Tot. Xylenes	TMB	MTBE	Naphthalene	1,2-DCA		
06/20/95	4,200	320	930	600	139	< 4.4	18	100		
11/13/95	4,300	690	1,000	760	390	< 25	**	**		
11/07/96	5,470	578	588	681	241	< 270	**	**		
02/17/97	5,670	301	285	306	106	24	**	**		
08/27/97	4,650	471	748	686	233	< 0.92	**	**		

Abandoned during excavation activities

MW5 Date	Ground Elevation 96.82			Top of Screen 91.23		Pipe Elevation 96.23			Depth to Groundwater	Groundwater Elevation
	Benzene	E-benzene	Toluene	Tot. Xylenes	TMB	MTBE	Naphthalene	1,2-DCA		
04/23/98	< 0.4	< 0.2	< 0.4	< 0.4	< 0.5	< 1.2	< 0.5	< 0.5	8.65	87.58
08/11/98	< 0.5	< 0.6	< 0.6	< 1.7	< 1.7	< 0.92	**	**	8.66	87.57
11/17/98	**	**	**	**	**	**	**	**	9.24	86.99
06/02/99	**	**	**	**	**	**	**	**	8.68	87.55
07/05/00	< 0.39	< 0.4	< 0.37	< 1.4	< 0.63	< 0.47	**	**	9.21(dry)	
12/19/01	< 0.21	< 0.22	< 0.41	< 0.43	< 0.34	< 0.46	**	**	8.66	87.57

MW7 Date	Ground Elevation 98.17			Top of Screen 90.6		Pipe Elevation 97.6			Depth to Groundwater	Groundwater Elevation
	Benzene	E-benzene	Toluene	Tot. Xylenes	TMB	MTBE	Naphthalene	1,2-DCA		
11/13/95	4.6	18	7.0	18.7	18.5	< 1.0	7.2	< 1.0		
02/07/96	3.2	8.8	3.4	5.7	3.4	< 1.0	4.8	< 1.0		
11/07/96	5.4	4.9	1.7	7.0	4.8	< 2.7	**	**		
02/17/97	1.9	4.0	1.3	3.48	< 1.7	< 0.92	**	**		
08/27/97	8.2	10	2.3	6.9	3.6	< 0.92	**	**		
10/14/97	3.6	7.5	1.2	1.1	4.9	< 0.92	**	**	8.44	89.16
01/27/98	4.9	4.8	< 0.6	1.7	3.4	< 0.92	**	**	8.75	88.85
04/23/98	2.8	4.9	0.63	2.97	2.0	< 0.92	**	**	8.07	89.53
08/11/98	3.6	4.1	0.63	1.1	1.8	< 0.92	**	**	8.08	89.52
11/17/98	17	36	4.7	16.1	15	< 0.92	**	**	8.31	89.29
06/02/99	9.1	15	2.4	7.0	5.4	< 0.31	**	**	8.01	89.59
07/05/00	3.0	3.7	10	2.3	0.4	< 0.47	**	**	8.35	89.25
12/19/01	1.4	1.4	3.2	< 0.43	< 0.34	< 0.46	**	**	8.76	88.84
08/14/02	3	1.8	7.1	< 1.5	1.6	< 0.49			8.47	89.13
11/27/02	1.1	2.5	< 0.68	2	< 0.94	< 0.43			8.76	88.84

NR140 ES	5	700	1,000	10,000	480	60	40	5
NR 140 PAL	0.5	140	200	1,000	96	12	8	0.5

Sump 1	Ground Elevation			Top of Screen		Pipe Elevation 97.41			Depth to Groundwater	Groundwater Elevation
	Date	Benzene	E-benzene	Toluene	Tot. Xylenes	TMB	MTBE	Naphthalene		
10/14/97	4.19	1.13	1.23	67.5	31.8	<0.73	5.37	<0.35	7.82	89.59
01/27/98	159	<0.6	5.4	25.2	9.5	<0.92	**	**	6.86	90.55
04/23/98	6.2	<0.6	0.79	2.0	<1.7	<0.92	**	**	4.61	92.8
08/11/98	14	2.3	1.6	7.8	4.1	<0.92	**	**	4.64	92.77
11/17/98	12	3.0	0.99	4.12	5.5	<0.92	**	**	4.7	92.71
06/02/99	14	4.5	0.43	1.8	4.3	<0.31	**	**	4.57	92.84
09/08/99	14	8.8	1.3	<1.0	6.8	<0.31	**	**	4.82	92.59
07/05/00	4.2	4.5	0.93	<1.4	3.3	<0.47	**	**	4.72	92.69
03/06/01	0.74	0.47	<0.37	<0.79	<0.63	11	<0.53	**	5.54	91.87
12/19/01	0.49	<0.22	<0.41	<0.43	0.3	3.0	**	**	7.57	89.84
08/14/02	7.3	<0.49	1.8	<1.5	0.59	<0.49				
11/27/02	<0.45	2.1	<0.68	10.93	17.2	<0.43			5.77	91.64

Sump 2	Ground Elevation			Top of Screen		Pipe Elevation 98.33			Depth to Groundwater	Groundwater Elevation
	Date	Benzene	E-benzene	Toluene	Tot. Xylenes	TMB	MTBE	Naphthalene		
10/14/97	<0.19	<0.19	0.25	<0.39	<0.46	<0.73	<0.54	<0.35	8.73	89.6
01/27/98	<0.5	<0.6	<0.6	<1.7	<1.7	<0.92	**	**	7.77	90.56
04/23/98	<0.5	<0.6	<0.6	<1.7	<1.7	<0.92	**	**	5.53	92.8
08/11/98	<0.5	<0.6	<0.6	<1.7	<1.7	<0.92	**	**	5.56	92.77
11/17/98	<0.5	<0.6	<0.6	<1.7	<1.7	<0.92	**	**	5.62	92.71
06/02/99	0.44	<0.34	<0.35	<1.0	<0.64	<0.31	**	**	5.49	92.84
09/08/99	<0.32	<0.34	<0.35	<1.0	<0.64	<0.31	**	**	5.75	92.58
Destroyed during resurfacing										

Sump 3	Ground Elevation			Top of Screen		Pipe Elevation 98.57			Depth to Groundwater	Groundwater Elevation
	Date	Benzene	E-benzene	Toluene	Tot. Xylenes	TMB	MTBE	Naphthalene		
10/14/97	<0.19	<0.19	<0.11	<0.39	<0.46	<0.73	<0.54	<0.15	7.77	90.8
01/27/98	<0.5	<0.6	<0.6	<1.7	<1.7	<0.92	**	**	6.95	91.62
04/23/98	<0.5	<0.6	<0.6	<1.7	<1.7	<0.92	**	**	5.86	92.71
08/11/98	<0.5	<0.6	<0.6	<1.7	<1.7	<0.92	**	**	5.83	92.74
11/17/98	<0.5	<0.6	<0.6	<1.7	<1.7	<0.92	**	**	5.96	92.61
06/02/99	<0.32	<0.34	<0.35	<1.0	<0.64	<0.31	**	**	5.64	92.93
09/08/99	<0.32	<0.34	<0.35	<1.0	<0.64	<0.31	**	**	6.14	92.43
07/05/00	<0.39	<0.4	<0.37	<1.4	<0.63	<0.47	**	**	5.95	92.62
03/06/01	<0.39	<0.4	<0.37	<0.79	<0.63	<0.47	**	**	6.44	92.13
12/19/01	<0.21	<0.22	<0.41	<0.43	<0.34	<0.46	**	**	6.25	92.32
08/14/02	<0.43	<0.49	<0.63	<1.5	<0.72	<0.49				
11/27/02	<0.45	<0.82	<0.68	<1.7	<0.94	<0.43			6.66	91.91

NR140 ES	5	700	1,000	10,000	480	60	40	5
NR 140 PAL	0.5	140	200	1,000	96	12	8	0.5

GRO/DRO and Lead Soil Sampling Results

Boring ID	Sample ID	Sample Depth Below Surface (ft)	PID Reading	Petroleum Odor	GRO ppm	DRO ppm	LEAD ppm
FEBRUARY 27, 1995							
GP1	GP1-4	6.0 - 8.0	146	NONE	1,300	370	5
GP1	GP1-6	10.0 - 12.0	17	NONE	1	--	--
GP2	GP2-4	6.0 - 8.0	17	NONE	1	--	--
GP3	GP3-6	10.0 - 12.0	17	NONE	1	--	--
GP4	GP4-4	6.0 - 8.0	182	STRONG	12	--	--
GP5	GP5-4	6.0 - 8.0	OR	STRONG	2,400	--	--
GP6	GP6-5	8.0 - 10.0	OR	STRONG	130	--	--
GP7	GP7-4	6.0 - 8.0	OR	STRONG	1,600	--	--
GP7	GP7-6	10.0 - 12.0	520	SLIGHT	700	--	--
GP8	GP8-5	8.0 - 10.0	964	SLIGHT	450	--	--
MAY 25 & 26, 1995							
SB1	SB1-4	7.5 - 9.5	0	NONE	<10	<10	--
SB3	SB3-5	10.0 - 12.0	272	STRONG	61	<10	--
SB4	SB4-4	7.5 - 9.5	804	STRONG	28	<10	--
OCTOBER 25, 1995							
SB5	SB5-3	5.0 - 7.0	3	NONE	ND	--	--
SB7	SB7-4	7.5 - 9.5	173	STRONG	350	--	--
SB8	SB8-11'	11.0	214	STRONG	--	--	--
SB9	SB9-3	5.0 - 7.0	3	NONE	ND	ND	--
SB9	SB9-12'	12.0	3	NONE	--	--	--
JANUARY 16, 1996							
SB10	SB10-4	7.5 - 9.5	1	NONE	ND	--	--

Notes:

Pid readings are in isobutylene equivalents

ppm = parts per million

GRO = Gasoline Range Organic Compounds

DRO = Diesel Range Organic Compounds

OR = Value over range of PID detection limit

-- = not analyzed for this parameter

Summary of Regulated Soil Parameters

Sample ID	Depth of Sample	Benzene	1,2 DCA	Ethyl-benzene	Methyl-tert butyl-ether	Naphthalene	Toluene	Trimethyl-benzenes	Total Xylenes
GP1-4	6-8	<700	<1250	12,000	<750	27,000	<1250	37,800	5,700
GP2-4	6-8	<14	<250	<14	<15	<25	<25	<14	<28
GP3-6	10-12	<14	<250	<14	<15	<25	<25	<14	<28
GP4-4	6-8	<140	<250	1,500	<150	210	480	1,580	1,220
GP5-4	6-8	3,400	<500	43,000	<300	7,800	24,000	88,000	125,000
GP6-5	8-10	<700	<1250	2,700	<750	<1250	2,000	4,100	6,700
GP7-4	6-8	<140	<2500	32,000	<1500	4,400	13,000	74,000	133,000
GP7-6	10-12	<140	<2500	14,000	<1500	<2500	7,200	18,100	39,500
GP8-5	8-10	1,500	<1250	7,400	<750	1,500	6,700	11,100	17,500
SB1-4	7.5-9.5	<14	<25	<14	<15	<25	<25	<14	<28
SB3-5	10-12	250	<250	1,800	<150	980	580	3,570	2,150
SB4-4	7.5-9.5	1,600	<250	1,600	<150	1,300	1,800	2,160	2,360
SB5-3	5-7	<25	<25	<25	<25	<25	<25	<25	<25
SB7-4	7.5-9.5	<50	<50	98	<50	<50	<50	500	<50
SB8-11	11	<25	<25	88	<25	220	<25	570	608
SB9-3	5-7	<25	<25	<25	<25	<25	<25	<25	<25
SB9-12	12	<25	<25	<25	<25	<25	<25	<25	<25
SB10-4	7.5-9.5	<25	<25	<25	<25	<25	<25	<25	<25
NR 720 Residual Contaminant Level		5.5	4.9	2,900	Not	Not Established	1,500	Not Established	4,100
NR 746.06 Table 1 Values		8,500	600	4,600	Established	2,700	38,000	94,000	42,000

Notes:

All results are in parts per billion (ppb)

1,2 DCA = cis 1,2- Dichloroethane

Less than values indicate parameter not detect at that level

Summary of Non- Regulated Soil Parameters

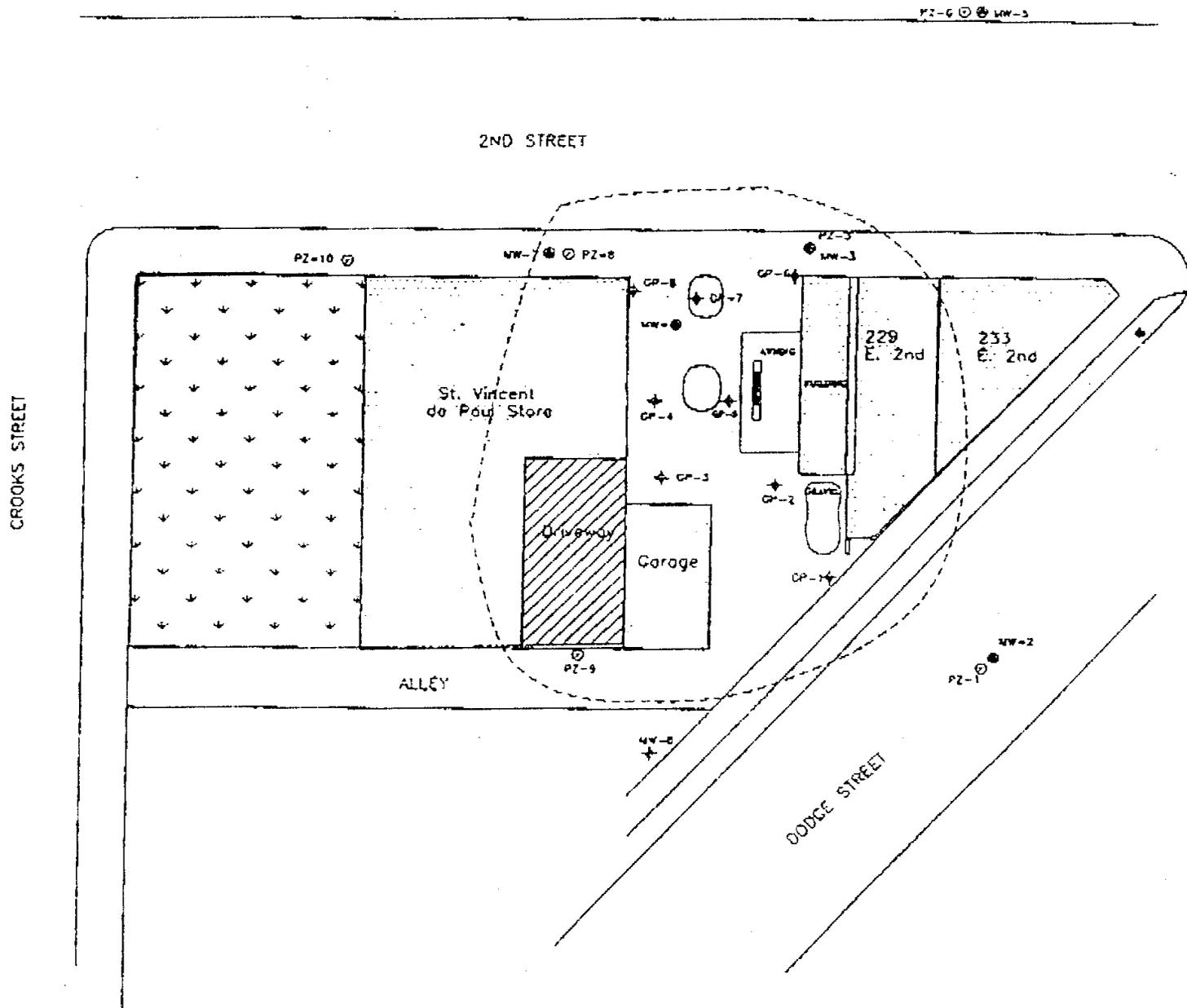
Sample ID	Depth of Sample	Acenphthalene	Anthracene	Benzo(a) Anthracene	Benzo(a) Pyrene	Benzo(b) Flourathene	Benzo(k) Flouranthene	Benzo(g,h,i) Perylene
GP1-4	6-8	260	55	<17	<17	8	<2	<33
SB1-4	7.5-9.5	<30	2.59	<20	25.8	7.3	7	<30
SB3-5	10-12	<30	18.5	37	140	34	22.9	52
SB4-4	7.5-9.5	<30	<2	<20	<20	5.2	<30	<30

Sample ID	Depth of Sample	Chrysene	Flouranthene	1-Methyl Naphthalene	2-Methyl Naphthalene	Naphthalene	Phenanthrene	Pyrene
GP1-4	6-8	<17	3,800	3,900	1,900	680	1,100	<5
SB1-4	7.5-9.5	<20	<80	<40	<40	<30	<6	12.3
SB3-5	10-12	51	145	276	700	232	59	93
SB4-4	7.5-9.5	<20	<80	48	122	181	<6	<6

Sample ID	Depth of Sample	n-Butylbenzene	sec-Butylbenzene	Isopropylbenzene	p-Isopropyltoluene	n-Propopylbenzene
GP1-4	6-8	67,000	14,000	2,600	6,500	43,000
GP4-4	6-8	1,200	<150	<140	<150	1,100
GP5-4	6-8	45,000	5,900	7,300	<3,000	38,000
GP6-5	8-10	2,000	<750	<700	<750	1,100
GP7-4	6-8	24,000	4,100	5,800	2,500	22,000
GP7-6	10-12	7,600	<1,500	<1,400	<1,500	6,000
GP8-5	8-10	4,500	<750	<700	<750	3,300
SB1-4	7.5-9.5	<17	<15	<14	<15	<22
SB3-5	10-12	1,900	<150	170	<150	1,200
SB4-4	7.5-9.5	590	<150	<140	<150	530
SB7-4	7.5-9.5	550	290	190	630	280
SB8-11	11	73	<25	<25	<25	74

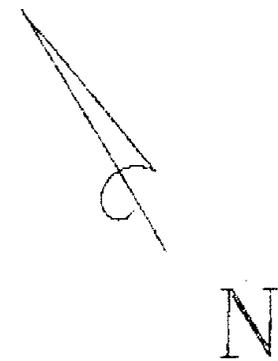
Summary of Remedial Excavation Soil Samples

Sample ID	Sample Depth	Gasoline Range Organics (ppm)	Diesel Range Organics (ppm)	Benzene	1,2-Dichloroethane	Ethylbenzene	Methyl-Tert Butyl-Ether	Naphthalene	Toluene	1,2,4-Trimethylbenzenes	1,3,5-Trimethylbenzenes	Xylenes
2	7.5	1680	631	1550	<254	14,300	<446	8,530	<84	31,500	10,300	32,414
3	8	714	920	3350	<254	15,100	<446	5,080	8,900	32,300	9,890	50,120
4	7	1470	974	2300	<254	15,900	<446	19,300	907	86,600	26,300	63,220
5	6.5	2.4	<2.1	<9	<9.9	31	<22	<7.1	<4.2	64	<10	81
6	6.5	39	70	<9	<9.9	260	<22	70	<4.2	139	137	293
7	6.5	<0.65	<2.3	<9	<9.9	<4.5	<22	<7.1	<4.2	<15	<17	45
8	7	96	<1.5	172	<9.9	829	<22	40	<4.2	1,310	142	1,043
9	6.5	<0.65	14	<9	<9.9	<4.5	<22	<7.1	<4.2	<9.9	<10	<19
10	6.5	<0.65	<1.6	<9	<9.9	<4.5	<22	<7.1	<4.2	<9.9	<10	31
11	6.5	<0.65	48	<9	<9.9	<4.5	<22	<7.1	<4.2	<9.9	<10	59
12	6.5	<0.65	<2.1	<9	<9.9	<4.5	<22	<7.1	<4.2	<9.9	<10	30
B1	11	4.5	<1.8	310	<9.9	551	<22	<7.1	353	247	73	886
B2	11	<0.65	<2.3	<9	<9.9	53	<22	<7.1	70	52	<10	142
B3	11	32	11	327	<9.9	711	<22	1,120	1,050	1,890	729	2,594
B4	11	1	<2.4	<9	<9.9	50	<22	<7.1	67	52	<10	137
NR 720 Residual Contaminant Level				5.5	4.9	2,900	NE	NE	1,500	NE	NE	4,100
NR 746 Table 1 Values				8,500	600	4,600	NE	2,700	38,000	83,000	11,000	42,000

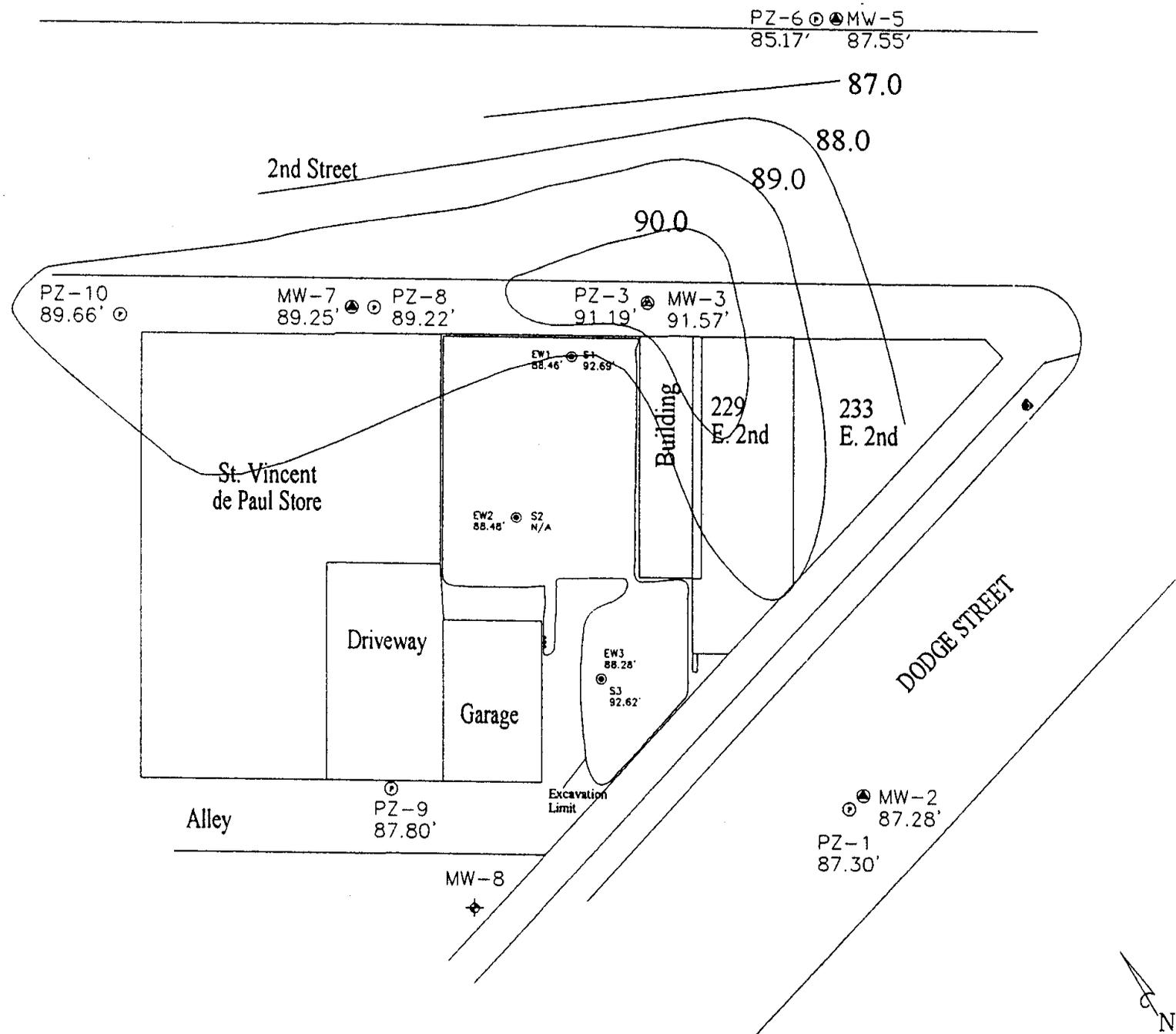


LEGEND

- GP-2
◆ GEOPROBE SAMPLE LOCATION
- PREVIOUS TANK LOCATION
- MONITORING WELL LOCATION
- ⊕ PIEZOMETER LOCATION
- ⊗ NESTED MONITORING WELL AND PIEZOMETER LOCATION
- ◆ OFFSITE MONITORING WELL LOCATION
- FZ-1 WELL ID
- ESTIMATED GROUNDWATER CONTAMINATION PLUME (ANALYTICAL RESULTS ABOVE WDNR ES₉)



ENVIRONMENTAL ASSESSMENTS, INC. APPLETON, WISCONSIN	TITLE: ESTIMATED GROUNDWATER CONTAMINATION PLUME MAP	FIGURE # 5
	PROJECT: ATF TIRES 225 E. 2ND STREET KAUKAUNA, WI 54130	SCALE : 1" = 50'
		DRAWN BY: <i>Barbara Burns</i>



Legend

- ▲ Monitoring Well Location
- Ⓟ Piezometer Location
- Ⓢ Nested Monitoring Well and Piezometer Location
- ⊕ Offsite Monitoring Well Location
- PZ-1 Well ID
- ⊙ Nest Location and ID
Nest consists of one 6-inch sump and one 6-inch bedrock extraction well.

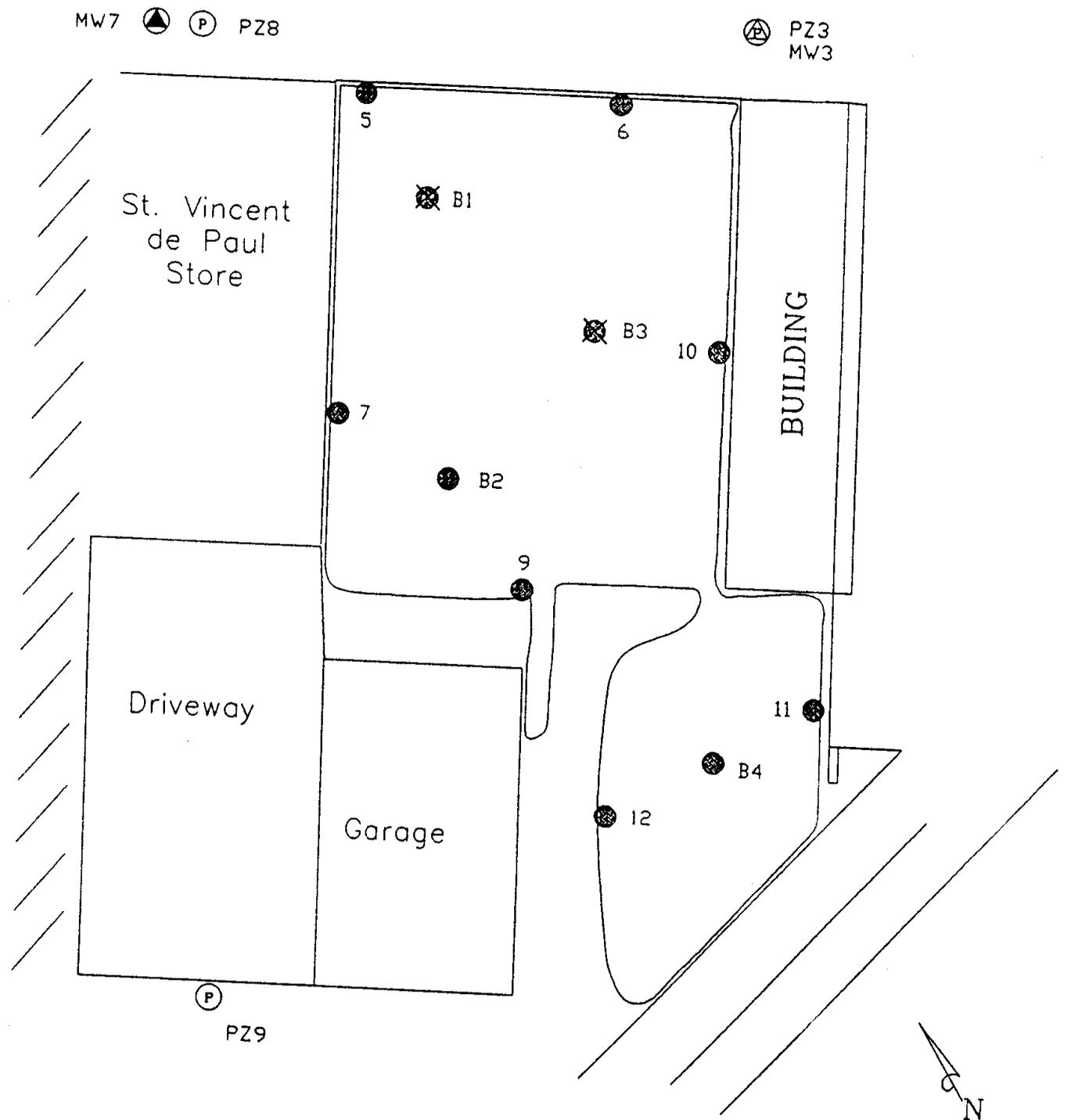
Environmental Assessments, Inc. P.O Box 9127 Appleton, Wisconsin 54911	Title: Bedrock Formation Groundwater Elevation Data (7/5/00)	Figure #
	Project: ATF Tires 225 E. 2nd Street Kaukauna, WI 54130	Scale: 1" = 40'
		Drafted By: Barbara Burns Revised By: Martin Johnson (12/15/00)

Figure/Sample ID Sample Depth

5	6.5'
6	6.5'
7	6.5'
9	6.5'
10	6.5'
11	6.5'
12	6.5'
B1	11'
B2	10'
B3	11'
B4	11'

LEGEND

- 6 Excavation closure soil sample location. Results indicate no exceedances of WDNR RCLs.
- ⊗ B1 Excavation closure soil sample location. Results indicate a WDNR RCL exceedance for benzene.



ENVIRONMENTAL
ASSESSMENTS, INC.
APPLETON, WISCONSIN

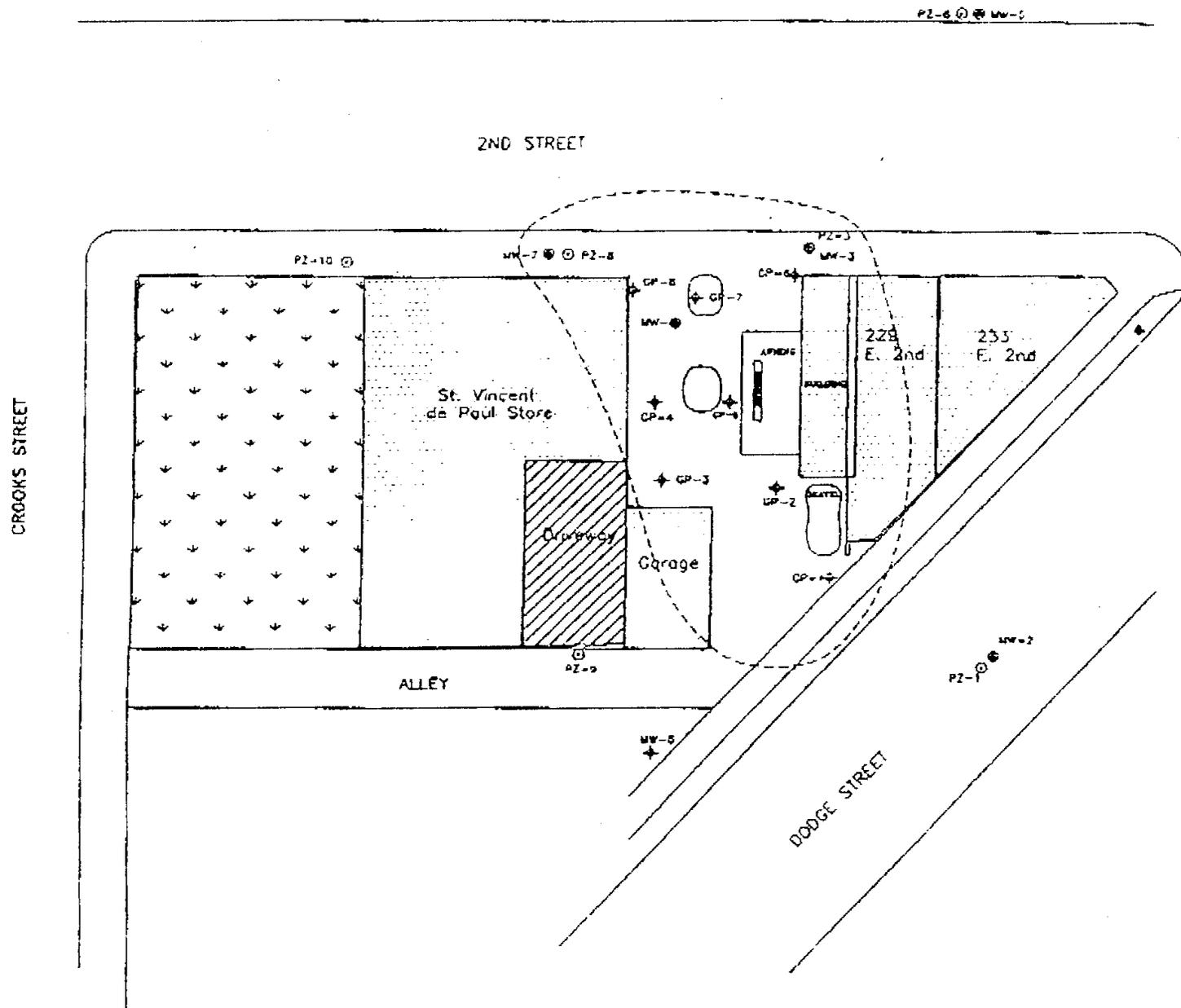
TITLE: Excavation Closure
Soil Sample Locations

PROJECT: ATF TIRES
225 E. 2ND STREET
KAUKAUNA, WI 54130

FIGURE # 5

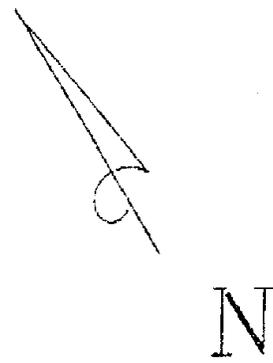
SCALE : 1" = 20'

DRAWN BY: *Barbara Burns*



LEGEND

- CP-2
⊕ GEOPROBE SAMPLE LOCATION
- PREVIOUS TANK LOCATION
- ⊙ MONITORING WELL LOCATION
- ⊕ PIEZOMETER LOCATION
- ⊕ NESTED MONITORING WELL AND PIEZOMETER LOCATION
- ⊕ OFFSITE MONITORING WELL LOCATION
- PZ-1 WELL ID
- ESTIMATED SOIL CONTAMINATION PLUME (ANALYTICAL RESULTS ABOVE WDNR RCLs)



ENVIRONMENTAL ASSESSMENTS, INC. APPLETON, WISCONSIN	TITLE: ESTIMATED SOIL CONTAMINATION PLUME MAP	FIGURE # 4
	PROJECT: ATF TIRES 225 E. 2ND STREET KAUKAUNA, WI 54130	SCALE : 1" = 50'
		DRAWN BY: <i>Barbara Burns</i>

February 7, 2003

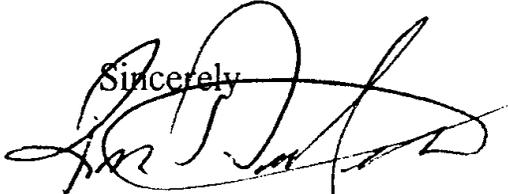
Wisconsin Department of Commerce
Wisconsin Department of Natural Resources
P.O. Box 10448
Green Bay, WI 54307-0448

RE: Verification of Accuracy of Warranty Deed

To Whom it May Concern;

This letter is to verify that I have reviewed the documents numbered 1356256 (220 E. Second Street - parcel ID 32-4-0074-00), 1397576 (225 E. Second Street - parcel IDs 32-4-0073-00/32-4-0072-00) and 716622/628911 (217 E. Second Street - parcel Ids 32-4-0071-00/32-4-0070-00) and find them to be accurate and true to the best of my knowledge.

Sincerely

A handwritten signature in black ink, appearing to read "Ron Dietzen", written over the word "Sincerely".

Mr. Ron Dietzen

cc: file



ENVIRONMENTAL
ASSESSMENTS, INC.

February 7, 2003

Mr. Robert Fulcer
200 E. Wilson Street
Appleton, WI 54915

RE: Notification of Groundwater GIS restriction at 220 E. Second Street, Kaukauna, WI

Dear Mr. Fulcer;

This letter is a requirement for site closure. Please read and contact me if you have any questions.

Soil and groundwater contamination has been confirmed at the property located at 225 E. Second Street, Kaukauna, Wisconsin and has migrated onto your property. The levels of benzene contamination in the groundwater on your property are above the state groundwater enforcement standards found in chapter NR 140, Wisconsin Administrative Code. However, we, the environmental consultants who have investigated this contamination have informed you that this groundwater contaminant plume is stable or receding and will naturally degrade over time. We believe that allowing natural attenuation to complete the cleanup at this site will meet the requirement for case closure that are found in chapter NR 726 Wisconsin Administrative Code, and will be requesting that the Department of Natural Resources accept natural attenuation as the final remedy for this site and grant case closure. Closure means that the Department will not be requiring any further investigation or cleanup action to be taken, other than the reliance on natural attenuation.

Since the source of the groundwater contamination is not on your property, neither you nor any subsequent owner of your property will be held responsible for investigation or cleanup of the 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 1-800-367-6067 for calls originating in Wisconsin, or 608-264-6020 if you are calling from out of state or within the Madison area, to obtain a copy of the Department of Natural Resources' publication #RR-589, Fact Sheet 1, Guidance for Dealing the Properties Affected by Off-Site Contamination.

The Department of Commerce will not review my closure request for at least 30 days after the date of this letter. As an affected property owner, you have a right to contact the Department to provide any technical information that you may have that indicates that 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. Cheryl Laatsch, Wisconsin Department of Natural Resources, 625 E. County Y, Suite 700, Oshkosh, WI 54901, (929)303-5435.

If this case is closed, all properties within the site boundaries where groundwater contamination exceeds chapter NR 140 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 properties in Wisconsin where groundwater contamination above chapter NR 140 enforcement standards was found at the time that the case was closed. This GIS Registry will be available to the general public on the Department of Natural Resources' internet web site. Please review the enclosed legal description of your property, and notify me within the next 30 days if the legal description is incorrect.

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 proposes 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 the service area of a municipally owned water system, or contact the Drinking Water program within the 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.

Once the Department makes a decision on my closure request, it will be documented in a letter. If the Department grants closure, you may obtain a copy of this letter by requesting a copy from me or by writing to the agency 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 information, you may contact me at (920) 749-9746 or you may contact Ms. Cheryl Laatsch, Wisconsin Department of Natural Resources, 625 E. County Y, Suite 700, Oshkosh, WI 54901, (929)303-5435.

Sincerely,

ENVIRONMENTAL ASSESSMENTS, INC.



Victoria Flowers
Hydrogeologist/Project Manager

attachment

cc: file
Ms. Cheryl Laatsch, Wisconsin Department of Natural Resources, 625 E. County Y, Suite 700,
Oshkosh, WI 54901



ENVIRONMENTAL
ASSESSMENTS, INC.

February 7, 2003

Mr. Clayton Van Dyke
328 E. 18th Street
Kaukauna, WI 54130

RE: Notification of Groundwater GIS restriction at 217 E. Second Street, Kaukauna, WI

Dear Mr. Fulcer;

This letter is a requirement for site closure. Please read and contact me if you have any questions.

Soil and groundwater contamination has been confirmed at the property located at 225 E. Second Street, Kaukauna, Wisconsin and has migrated onto your property. The levels of benzene contamination in the groundwater on your property are above the state groundwater enforcement standards found in chapter NR 140, Wisconsin Administrative Code. However, we, the environmental consultants who have investigated this contamination have informed you that this groundwater contaminant plume is stable or receding and will naturally degrade over time. We believe that allowing natural attenuation to complete the cleanup at this site will meet the requirement for case closure that are found in chapter NR 726 Wisconsin Administrative Code, and will be requesting that the Department of Natural Resources accept natural attenuation as the final remedy for this site and grant case closure. Closure means that the Department will not be requiring any further investigation or cleanup action to be taken, other than the reliance on natural attenuation.

Since the source of the groundwater contamination is not on your property, neither you nor any subsequent owner of your property will be held responsible for investigation or cleanup of the 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 1-800-367-6067 for calls originating in Wisconsin, or 608-264-6020 if you are calling from out of state or within the Madison area, to obtain a copy of the Department of Natural Resources' publication #RR-589, Fact Sheet 1, Guidance for Dealing the Properties Affected by Off-Site Contamination.

The Department of Commerce will not review my closure request for at least 30 days after the date of this letter. As an affected property owner, you have a right to contact the Department to provide any technical information that you may have that indicates that 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. Cheryl Laatsch, Wisconsin Department of Natural Resources, 625 E. County Y, Suite 700, Oshkosh, WI 54901, (929)303-5435.

If this case is closed, all properties within the site boundaries where groundwater contamination exceeds chapter NR 140 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 properties in Wisconsin where groundwater contamination above chapter NR 140 enforcement standards was found at the time that the case was closed. This GIS Registry will be available to the general public on the Department of Natural Resources' internet web site. Please review the enclosed legal description of your property, and notify me within the next 30 days if the legal description is incorrect.

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 proposes 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 the service area of a municipally owned water system, or contact the Drinking Water program within the 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.

Once the Department makes a decision on my closure request, it will be documented in a letter. If the Department grants closure, you may obtain a copy of this letter by requesting a copy from me or by writing to the agency 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 information, you may contact me at (920) 749-9746 or you may contact Ms. Cheryl Laatsch, Wisconsin Department of Natural Resources, 625 E. County Y, Suite 700, Oshkosh, WI 54901, (929)303-5435.

Sincerely,

ENVIRONMENTAL ASSESSMENTS, INC.



Victoria Flowers
Hydrogeologist/Project Manager

attachment

cc: file
Ms. Cheryl Laatsch, Wisconsin Department of Natural Resources, 625 E. County Y, Suite 700,
Oshkosh, WI 54901



ENVIRONMENTAL
ASSESSMENTS, INC.

February 7, 2003

Mr. Jerry Van Der Steen
St. Vincent de Paul Society
2005 Main Avenue
Kaukauna, WI 54130

RE: Notification of Groundwater GIS restriction at 217 E. Second Street, Kaukauna, WI

Dear Mr. Van Der Steen;

This letter is a requirement for site closure. Please read and contact me if you have any questions.

Soil and groundwater contamination has been confirmed at the property located at 225 E. Second Street, Kaukauna, Wisconsin and has migrated onto your property. The levels of benzene contamination in the groundwater on your property are above the state groundwater enforcement standards found in chapter NR 140, Wisconsin Administrative Code. However, we, the environmental consultants who have investigated this contamination have informed you that this groundwater contaminant plume is stable or receding and will naturally degrade over time. We believe that allowing natural attenuation to complete the cleanup at this site will meet the requirement for case closure that are found in chapter NR 726 Wisconsin Administrative Code, and will be requesting that the Department of Natural Resources accept natural attenuation as the final remedy for this site and grant case closure. Closure means that the Department will not be requiring any further investigation or cleanup action to be taken, other than the reliance on natural attenuation.

Since the source of the groundwater contamination is not on your property, neither you nor any subsequent owner of your property will be held responsible for investigation or cleanup of the 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 1-800-367-6067 for calls originating in Wisconsin, or 608-264-6020 if you are calling from out of state or within the Madison area, to obtain a copy of the Department of Natural Resources' publication #RR-589, Fact Sheet 1, Guidance for Dealing the Properties Affected by Off-Site Contamination.

The Department of Commerce will not review my closure request for at least 30 days after the date of this letter. As an affected property owner, you have a right to contact the Department to provide any technical information that you may have that indicates that 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. Cheryl Laatsch, Wisconsin Department of Natural Resources, 625 E. County Y, Suite 700, Oshkosh, WI 54901, (929)303-5435.

If this case is closed, all properties within the site boundaries where groundwater contamination exceeds chapter NR 140 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 properties in Wisconsin where groundwater contamination above chapter NR 140 enforcement standards was found at the time that the case was closed. This GIS Registry will be available to the general public on the Department of Natural Resources' internet web site. Please review the enclosed legal description of your property, and notify me within the next 30 days if the legal description is incorrect.

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 proposes 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 the service area of a municipally owned water system, or contact the Drinking Water program within the 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.

Once the Department makes a decision on my closure request, it will be documented in a letter. If the Department grants closure, you may obtain a copy of this letter by requesting a copy from me or by writing to the agency 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 information, you may contact me at (920) 749-9746 or you may contact Ms. Cheryl Laatsch, Wisconsin Department of Natural Resources, 625 E. County Y, Suite 700, Oshkosh, WI 54901, (929)303-5435.

Sincerely,

ENVIRONMENTAL ASSESSMENTS, INC.



Victoria Flowers
Hydrogeologist/Project Manager

attachment

cc: file
Ms. Cheryl Laatsch, Wisconsin Department of Natural Resources, 625 E. County Y, Suite 700,
Oshkosh, WI 54901



February 10, 2003

ENVIRONMENTAL
ASSESSMENTS, INC.

John Sundelius
Deputy Director of Public Works
City of Kaukauna
P.O. Box 890
Kaukauna, WI 54130

Re: GIS notification

To Whom it May Concern;

This letter is a formal notification to inform you that a GIS notification of groundwater contamination is going to be placed in the road right-of-way near the addresses of 217, 225 and 220 E. Second Street. This letter and notification is per NR726.05(3)(b)4.e. Included with this notification is a map showing the location of the affected area and table showing groundwater monitoring results from the site of the investigation (225 E. Second Street).

Please review this information and if you have any questions, please contact me at (920)749-9746.

If you understand the contents of this letter and the GIS notification, please sign and date in the space provided and return a copy of this signed letter to us for our files.

Signed

Date

Sincerely,

ENVIRONMENTAL ASSESSMENTS, INC.

Victoria Flowers

Victoria Flowers
Hydrogeologist/Project Manager

cc: *file*

1608493

Document Number

DEED RESTRICTION

32P17

Declaration of Restrictions

In Re: Lots 6 and 7, Block 5, LEDYARD PLAT, City of Kaukauna, Outagamie County, Wisconsin, according to the recorded Assessor's Plat of said City.

STATE OF WISCONSIN)
) ss
COUNTY OF Outagamie)

WHEREAS, R.J. Real Estate & Development, LLC a Wisconsin Limited Liability Company, is the owner of the above-described property.

WHEREAS, one or more petroleum discharges have occurred on this property, and as of September 1997 when soil samples were collected on this property, Petroleum contaminated soil remained on this property at the following locations: Benzene of 1,550parts per billion (ppb), Ethylbenzene of 14,300 ppb, Naphthalene 8,530 ppb, Trimethylbenzenes of 41,800 ppb and Xylenes of 32,414 ppb at soil sample location S-2 at a depth of 7.5 feet; Benzene of 3,350 ppb, Ethylbenzene of 15,100 ppb, Naphthalene of 5,080 ppb, Toluene of 8,900 ppb, Trimethylbenzenes of 42,190 ppb and Xylenes of 50,120 ppb at soil sample location S-3 at a depth of 8 feet; Benzene of 2,300 ppb, Ethylbenzene of 15,900 ppb, Naphthalene of 19,300 ppb, Trimethylbenzenes of 112,900 ppb and Xylene of 63,220 ppb at soil sample location S-4 at a depth of 7 feet; Benzene of 172 ppb at soil sample location S-8 at a depth of 7 feet; Benzene of 310 ppb at soil sample location B1 at a depth of 11 feet; Benzene of 327 ppb at soil sample location B3 at a depth of 11 feet. Soil sample locations are shown on Exhibit One (1) which is attached and made part of this restriction.

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

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:

Structural impediments existing at the time of clean-up consisting of a building foundation and paved surfaces made complete remediation of the soil contamination on this property impracticable. If the structural impediments on

OUTAGAMIE COUNTY
RECEIVED FOR RECORD

APR 20 2004

AT 2:15
O'CLOCK A.M. P.M.
JANICE FLENZ
REGISTER OF DEEDS

Recording Area

Name and Return Address
Environmental Assessments, Inc
P.O. Box 9127
Appleton, WI 54911 ENVELOPE

pd
2300

32-4-0119-00-2; 32-4-0120-00-2

32-4-0072-00-2; 32-4-0073-00-2

Parcel Identification Number _____

this property that are described above 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 remediated in accordance with applicable statutes and rules. If currently inaccessible soil near or beneath the structural impediments on the property is excavated in the future, the soil must be sampled and analyzed, may be considered solid or hazardous waste if residual contamination remains and must be stored, treated and disposed in compliance with applicable statutes and rules.

The impervious cap that existed on the above-described property where an impervious cap has been placed or where impervious surfaces exist as shown on attached Exhibit One unless prior written approval has been obtained from the Wisconsin Department of Natural Resources or its successors or assigns. The Department of, 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.

The paved surfaces and the building foundation that existed on the above-described property on the date that this restriction was signed form a barrier that must be maintained in order to prevent direct contact with residual soil contamination that might otherwise pose a threat to human health. These structures are also required in order to minimize the infiltration of water and prevent additional groundwater contamination that would violate the groundwater quality standards in ch. NR 140, Wis. Adm. Code. The paved surfaces and the building foundation shall be maintained on the above-described property in the locations shown on the attached map, labeled "Exhibit One" unless another barrier, with an infiltration rate of 10^{-7} cm/sec or less, is installed and maintained in their place. The existing structures, and any replacement barrier with an infiltration rate of 10^{-7} cm/sec or less, shall be maintained on the above-described property in compliance with the attached "Cap Maintenance Plan" dated December 15, 2003, that was submitted to the Wisconsin Department of Natural Resources by Ron Dietzen, as required by section NR 724.13(2), Wis. Adm. Code (1997).

In addition, the following activities are prohibited on any portion of the above-described property where an impervious cap has been placed or where impervious surfaces exist, unless prior written approval has been obtained from the Wisconsin Department of Natural Resources or its successor or assign: (1) Excavating or grading of the land surface; (2) Filling on capped areas and areas with impervious surfaces; (3) Plowing for agricultural cultivation; and (4) Construction or installation of a building or other structure with a foundation that would sit on or be placed within the cap or impervious surface.

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 inures to the benefit of and is enforceable by the Wisconsin Department of Natural Resources, its successors or 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 one or more of the restrictions set forth in this covenant is no longer required. Upon the 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, attached to a copy of the Department's written determination, may be recorded by the property owner or other interested party to give notice that this deed restriction, or portions of this deed restriction, are no longer binding.

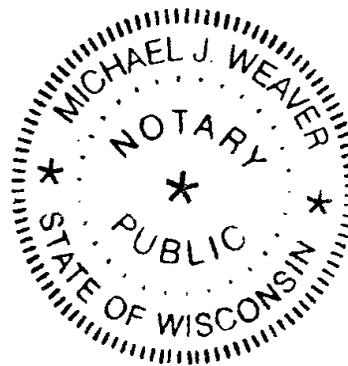
By signing this document, Ron Dietzen asserts that he or she is duly authorized to sign this document on behalf of R.J. Real Estate & Development, LLC, a Wisconsin Limited Liability Company.

IN WITNESS WHEREOF, the owner of the property has executed this Declaration of Restrictions, this 9 day of April, 2004.

Signature: [Handwritten Signature]
Printed Name: RONALD J. DIETZEN
Title: OWNER

Subscribed and sworn to before me
this 9 day of April, 2004

[Handwritten Signature]
Notary Public, State of Wisconsin
My commission 12/27/07
Michael J. Weaver



"This document was drafted by the Wisconsin Department of Natural Resources based on information submitted by Mr. Ron Dietzen and Environmental Assessments, Inc."



ENVIRONMENTAL
ASSESSMENTS, INC.

December 15, 2003

Ms. Cheryl Laatsch
Wisconsin Department of Natural Resources
Oshkosh Service Center
625 East County Road Y
Oshkosh, WI 54901-9731

**R + R - OSH
RECEIVED**

DEC 15 2003

**TRACKED
REVIEWED**

RE: Cap Maintenance Plan
ATF Tires, 225 E. Second Street, Kaukauna, WI
WDNR BRRTS #:03-45-001871

Dear Ms. Laatsch;

Dear Ms. Laatsch;

This document is a maintenance plan of the current site coverings required to be maintained at 225 E. Second Street, Kaukauna location. This plan was developed in accordance with s. NR 724.13(2), Wisconsin Administrative Code.

The site, is the location of a parking lot and two leased buildings. This location was the subject of a remedial site investigation and remediation performed to identify the degree and extent of soil and groundwater contamination and to remediate it to the extent that remediation by natural attenuation could be employed as a final remedial alternative.

SITE DETAILS

The site is approximately 60 feet wide by 100 feet deep and contains two separate parcels. Development on the property includes one 20 by 35 foot building at the back of the lot and one 45 by 15 foot building on the east side of the property. The entire lot is paved with asphalt or covered by buildings. The area surrounding the site are characterized as commercial.

OPERATION & MAINTENANCE PLAN

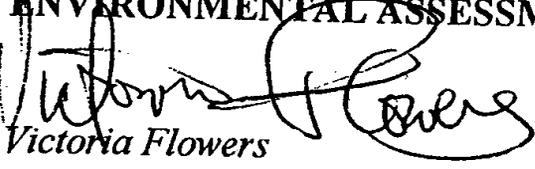
As a requirement of receiving conditional closure, the WDNR has requested that an operation & maintenance plan of the current site surface coverings be developed. This plan will be administered by Mr. Ron Dietzen or any future owners of the site. Routine inspections of the surface will be performed annually during the spring of the year. A chart documenting periodic inspections will be maintained at the site for review if necessary. The observations made will be whether significant

changes to the current surface coverings exist to allow for the increased penetration of water to the soil that would likely cause and increase in contaminants washed down from the vadose zone of the soil profile to the groundwater. If deficiencies are noted hot tar patch or gravel will be applied to correct the problem.

If you have any questions, please contact me at (920)749-9746.

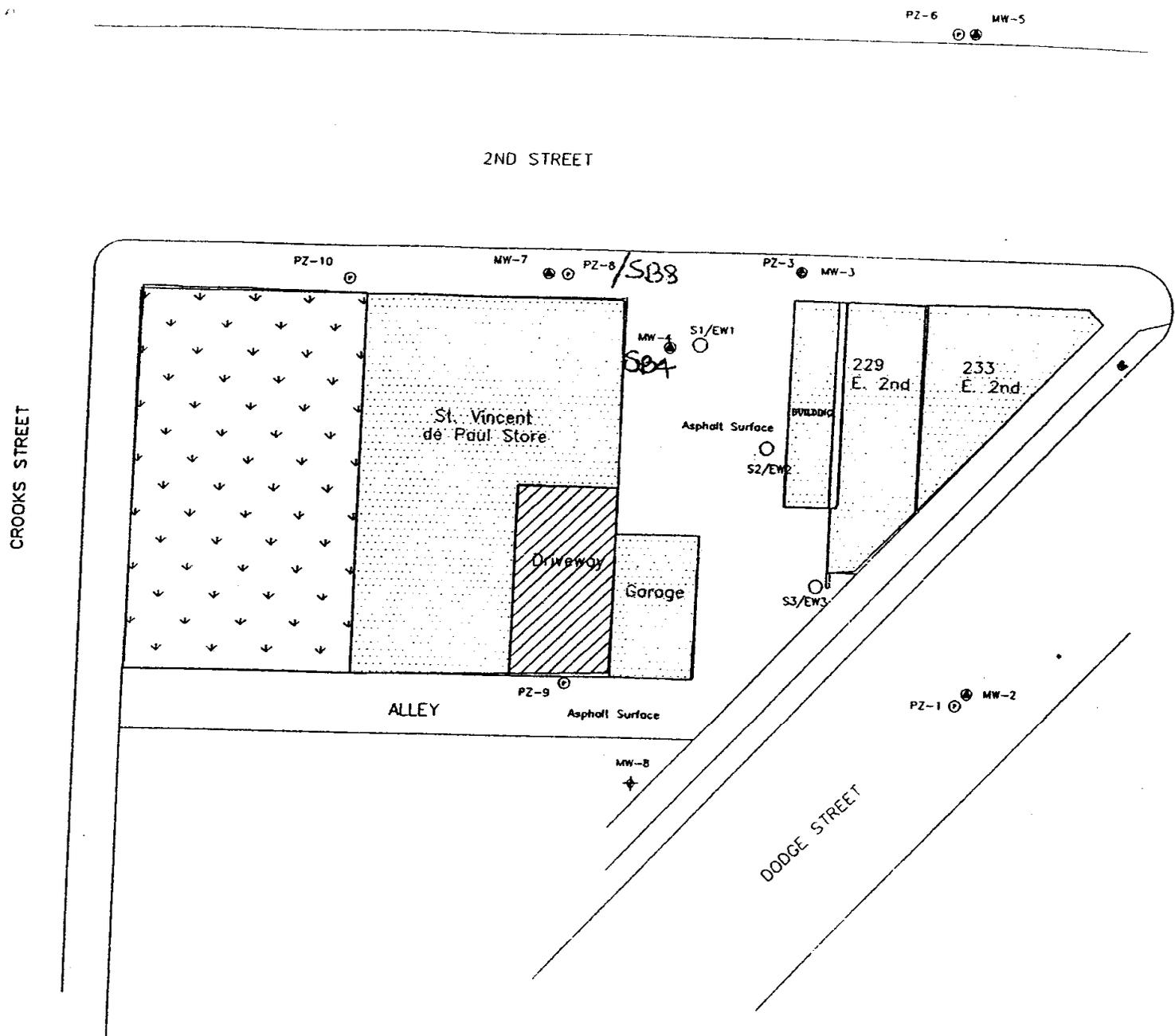
Sincerely,

ENVIRONMENTAL ASSESSMENTS, INC.


Victoria Flowers
Hydrogeologist/Project Manager

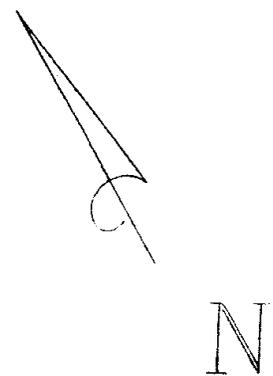
cc: *Mr. Ron Dietzen, ATF Tires, 225 E. 2nd Street, Kaukauna, WI 54130*
file

Exhibit 1



LEGEND

- PZ-1 WELL ID
- 87.28 GROUNDWATER ELEVATION
- ▲ MONITORING WELL LOCATION
- Ⓟ PIEZOMETER LOCATION
- Ⓢ NESTED MONITORING WELL AND PIEZOMETER LOCATION
- ◆ OFFSITE MONITORING WELL LOCATION
- ◆ FIRE HYDRANT - BENCHMARK 100'
- NOT AVAILABLE (well frozen or no water present)



ENVIRONMENTAL ASSESSMENTS, INC. APPLETON, WISCONSIN	TITLE: Site Map Showing Monitoring Point Locations and Site Features	FIGURE # 2
	PROJECT: ATF TIRES 225 E 2ND STREET KAUKAUNA, WI 54130	SCALE : 1" = 50'
		DRAWN BY: Barbara Burns