

State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

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

July 29, 1999

Ralph Gertsch
42 Sherman Place
Appleton, WI 54911

SUBJECT: Conditional Closure for Gertsch Property, 402 West Forest Street,
Black Creek, WI 54106
WDNR LUST CASE # 03-45-099543

Dear Mr. Gertsch:

On August 18, 1998, the above-named site was reviewed by members of the Northeastern Regional Close Out Committee to determine whether or not the case qualified for close out under ch. NR 726, Wisconsin Administrative Code.

Based on the investigative documentation provided to the Department, it appears that the petroleum contamination at the above-named site is in compliance with the requirements of chs. NR 700 to NR 724, Wis. Admin. Code. Therefore, the Department considers this case closed on the conditions that the six monitoring wells (MW-1, MW-2, MW-3, MW-4, MW-5 and MW-6R) and one piezometer (PZ-4) at the site be properly abandoned according to ch. NR 141, Wis. Admin. Code, and a groundwater use restriction be filed with the Outagamie County Register of Deeds Office in Appleton, Wisconsin for the following remaining contamination in groundwater: benzene at MW-3, MW-4 and MW-5.

There are several steps necessary to complete the filing of a groundwater use restriction:

1. Obtain an official copy of the deed for the above-named site from the Outagamie County Register of Deeds Office.
2. Submit an official copy of the deed to the Department. Once the current deed is received by the Department, a groundwater use restriction will be drafted and routed to our Program Attorney for review and approval.
3. Upon approval, the final groundwater use restriction will be sent to you to be reviewed. File the restriction with the Outagamie County Register of Deeds Office. There will be a fee to file the restriction.
4. The Register of Deeds Office will return the original groundwater use restriction to you once the restriction is filed. This may take two to six weeks, dependent upon the office's workload.
5. Send a copy of the stamped groundwater use restriction to the Department to confirm that the restriction has been filed.

Once the Department receives confirmation that the restriction has been filed along with the six monitoring well and one piezometer abandonment forms, the Department will track this site as closed.



July 29, 1999

Gertsch Property

2

No further remedial action is necessary at the site at this time. However, the case may be reopened pursuant to s. NR 726.09, Wis. Admin. 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 cooperation in restoring the environment and working to finalize the necessary paperwork. If you have any questions regarding this letter, please feel free to call me at the number below.

Sincerely,

A handwritten signature in black ink, appearing to read "Jennifer Tobias". The signature is fluid and cursive, written over a horizontal line.

Jennifer Tobias
Hydrogeologist
Bureau for Remediation & Redevelopment
(920) 424-7887

cc: Pat Smith, RMT, 4351 West College Avenue, Suite 210, Appleton, WI 54914

1222627

DOCUMENT NO.

LAND CONTRACT

Contract, by and between Ralph Gertsch ("Vendor", whether one or more) and Daniel D. Gruendemann ("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:

Lot Two(2), Block Six(6), CLARK'S ADDITION, except the East 60 feet thereof, Village of Black Creek, Outagamie County, Wisconsin.

This is not homestead property.

TRANSFER FEE \$ 225.00

Purchaser agrees to purchase the Property and to pay to Vendor at his residence, the sum of \$75,000.00 in the following manner: (a) \$21,523.00 at the execution of this contract; and (b) the balance of \$53,477.00, together with interest from date hereof on the balance outstanding from time to time at the rate of 8.25 % per cent per annum until paid in full, as follows:

There shall be monthly payments of principal and interest in the amount of \$500.00 commencing on May 1, 1997, and continuing on the 1st day of each month thereafter until the unpaid principal balance is paid in full.

Provided, however, the entire outstanding balance shall be paid in full on or before the 31st day of March, 2011 (the maturity date).

Following any default in payment, interest shall accrue at the rate of 9% 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.

046472 Payments shall be applied first to interest on the unpaid balance at the rate specified and then to principal. Any amount may be prepaid without premium or fee upon principal at any time after January 1, 1998.

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: None.

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 date of closing. 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 for such other hazards as vendor may require, without co-insurance, through insurers approved by Vendor, in the sum of \$75,000.00, 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

OUTAGAMIE COUNTY RECEIVED FOR RECORD

APR 8 1997

AT 10 O'CLOCK A.M. P.M. GRACE HERB REGISTER OF DEEDS

RETURN TO Attorney William L. Stroik 442 N. Westhill Blvd. P.O. Box 1155 Appleton, WI 54912-1155

22-0-0236 Parcel Identification No.

1st of 1st thereof, village of Black Creek,
Outagamie County, Wisconsin.

GRACE HEND
REGISTER OF DEEDS

This is not homestead property.

TRANSFER
\$ 225.00
FEE

pd 14.00

RETURN TO
Attorney William L. Stroik
442 N. Westhill Blvd.
P.O. Box 1155
Appleton, WI 54912-1155

Purchaser agrees to purchase the Property and to pay to Vendor at his residence, the sum of \$75,000.00 in the following manner: (a) \$21,523.00 at the execution of this contract; and (b) the balance of \$53,477.00, together with interest from date hereof on the balance outstanding from time to time at the rate of 8.25 % per cent per annum until paid in full, as follows:

There shall be monthly payments of principal and interest in the amount of \$500.00 commencing on May 1, 1997, and continuing on the 1st day of each month thereafter until the unpaid principal balance is paid in full.

22-0-0236
Parcel Identification No.

Provided, however, the entire outstanding balance shall be paid in full on or before the 31st day of March, 2011 (the maturity date).

Following any default in payment, interest shall accrue at the rate of 9% 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.

046472
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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: None.

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 date of closing. 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 for such other hazards as Vendor may require, without co-insurance, through insurers approved by Vendor, in the sum of \$75,000.00, 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 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: 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 45 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 45 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.

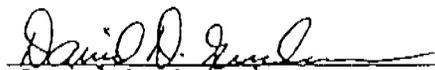
Purchaser shall not transfer, sell or convey any legal or equitable interest in the Property (by assignment of any of Purchaser's rights under this Contract or by option, long-term lease or in any other way) without the prior written consent of Vendor unless either the outstanding balance payable under 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.

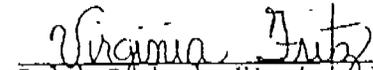
Vendor shall make all payments when due under any mortgage outstanding against the Property on the date of this Contract (except for any mortgage granted by Purchaser) or under any note secured thereby, provided Purchaser makes timely payment of the amounts then due under this Contract. Purchaser may 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 March, 1997.

 (SEAL)
 *Daniel D. Gruendemann

 (SEAL)
 *Ralph Gertsch, Virginia Fritz, attorney in fact

____ (SEAL)

____ (SEAL)

* _____

* _____

AUTHENTICATION

Signature(s) _____

ACKNOWLEDGMENT

Minnesota
 STATE OF ~~MINNESOTA~~

fact 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.

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Dated this 31st day of March, 1997.

Daniel D. Gruendemann (SEAL)
*Daniel D. Gruendemann

____ (SEAL)

* _____

Virginia Fritz (SEAL)
*Ralph Gertsch, Virginia Fritz, attorney in fact

____ (SEAL)

* _____

AUTHENTICATION

Signature(s) _____
authenticated this _____ day
of _____, 19____.

* _____
TITLE; MEMBER STATE BAR OF WIS.
(If not,
authorized by § 706.06, Wis. Stat.)

THIS INSTRUMENT WAS DRAFTED BY

Attorney William L. Stroik

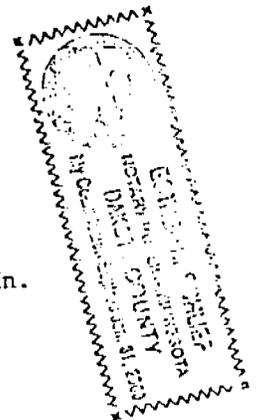
(Signatures may be authenticated
or acknowledged. Both are not
necessary.)

ACKNOWLEDGMENT

Minnesota
STATE OF WISCONSIN) ss.
Ramsley COUNTY)
Personally came before me this
27th day of March, 1997
the above named
Virginia Fritz attorney in fact
for Ralph Gertsch

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

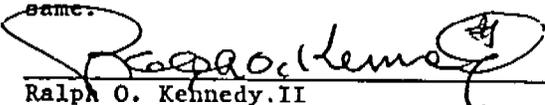
* Esther M. Schrey
Notary Public Ramsey County, MN Mn.
My Commission is permanent. (If not,
state expiration date: 2000.)
1-31, 19____.)



ACKNOWLEDGMENT

STATE OF WISCONSIN
OUTAGAMIE COUNTY

Personally came before this 4TH day of APRIL 1997, the above
named Daniel D. Gruendemann to me known to be teh person
who executed the foregoing instrument and acknowledge the
same.



Ralph O. Kennedy, II

Notary Public Outagamie County.
My Commission expires: April 1, 2001

1342394

Document Number

GROUNDWATER USE RESTRICTION

Declaration of Restrictions

In Re: Lot 2, Block 6, Clark's Addition, except the East 60 feet thereof,
Village of Black Creek, Outagamie County, Wisconsin.

STATE OF WISCONSIN)
) ss
COUNTY OF OUTAGAMIE)

**R + R - OSH
RECEIVED**

SEP 20 1999

**TRACKED
REVIEWED**

OUTAGAMIE COUNTY
RECEIVED FOR RECORD

SEP 17 1999

AT 10 O'CLOCK A.M. P.M.
JANICE FLENZ
REGISTER OF DEEDS

WHEREAS, Ralph Gertsch and Daniel D. Gruendemann are the owners under a Ind contract of the above-described property.

WHEREAS, one or more petroleum discharges have occurred at this property. Petroleum contaminated groundwater above NR 140 enforcement standards exists on this property at the following location(s), sampled in March, 1998: 26 parts per billion (ppb) of benzene at monitoring well three (MW-3); 13 ppb of benzene at MW-4; 9.2 ppb of benzene at MW-5. Location of monitoring wells and borings are provided on Figure 1 attached and made part of this restriction.

Recording Area

Name and Return Address

Ralph Gertsch
42 Sherman Place
Appleton, WI 54911

*pd
1400*

Parcel Identification Number (PIN)

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

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

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

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

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

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

Any person who is or becomes owner of the property described above may request that the Wisconsin Department of Natural Resources or its successor issue a determination that the restrictions set forth in this covenant are no longer

required. Upon receipt of such a request, the Wisconsin Department of Natural Resources shall determine whether or not the restrictions contained herein can be extinguished. If the Department determines that the restrictions can be extinguished, an affidavit, with a copy of the Department's written determination, may be recorded to give notice that this groundwater use restriction is no longer binding.

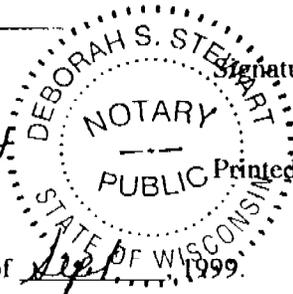
IN WITNESS WHEREOF, the owners of the property has executed this Declaration of Restrictions, this 7th day of September, 1999.

Signature: Ralph Gertsch

Signature: Daniel D. Grendemann

Printed Name: RALPH GERTSCH

Printed Name: Daniel D. Grendemann

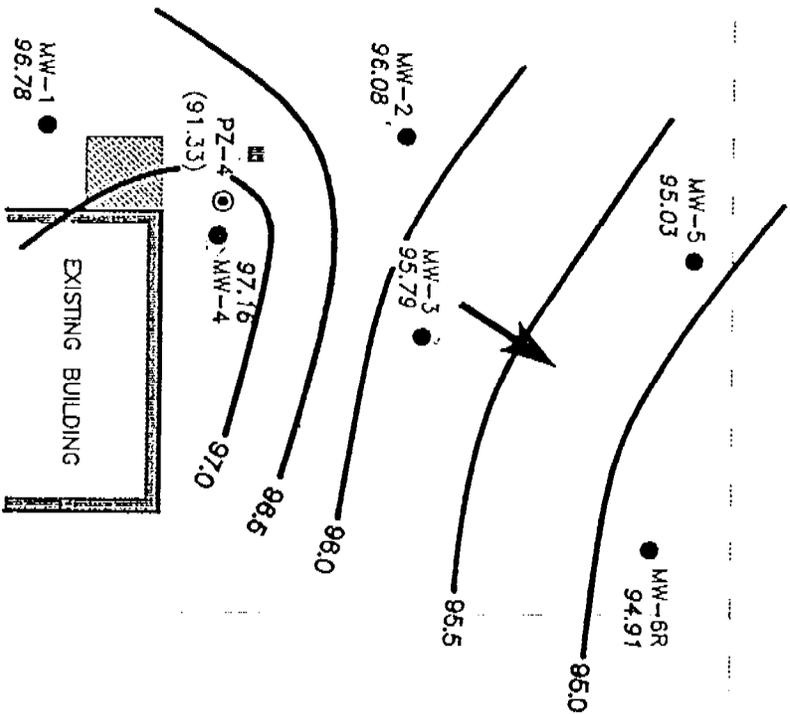
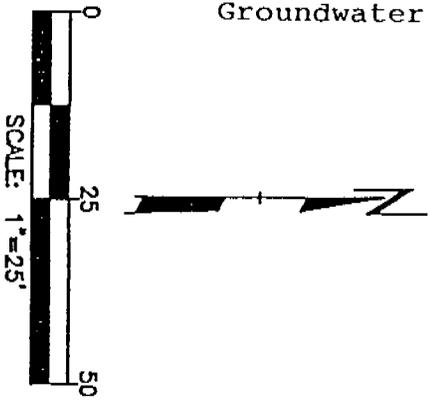


Subscribed and sworn to before me this 7th day of Sept., 1999.

Deborah S. Stewart
Notary Public, State of WI
My commission 8/27/2000

This document was drafted by the Wisconsin Department of Natural Resources.

Groundwater Use Restriction - Attachment A



LEGEND:

- MW-1 MONITORING WELL
- ⊙ PZ-4 PIEZOMETER
- APPROXIMATE LOCATION OF EXCAVATED TEST PIT
- ▨ APPROXIMATE LOCATION OF UST EXCAVATION AREA
- WATER TABLE CONTOUR (CONTOUR INTERVAL 0.5 FT)
- 96.05 WATER TABLE ELEVATION (FT.)
- (92.79) PIEZOMETRIC HEAD ELEVATION (FT.)
- APPROXIMATE DIRECTION OF GROUNDWATER FLOW
- - - UTILITY TRENCH

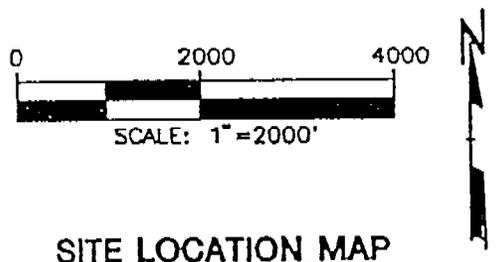
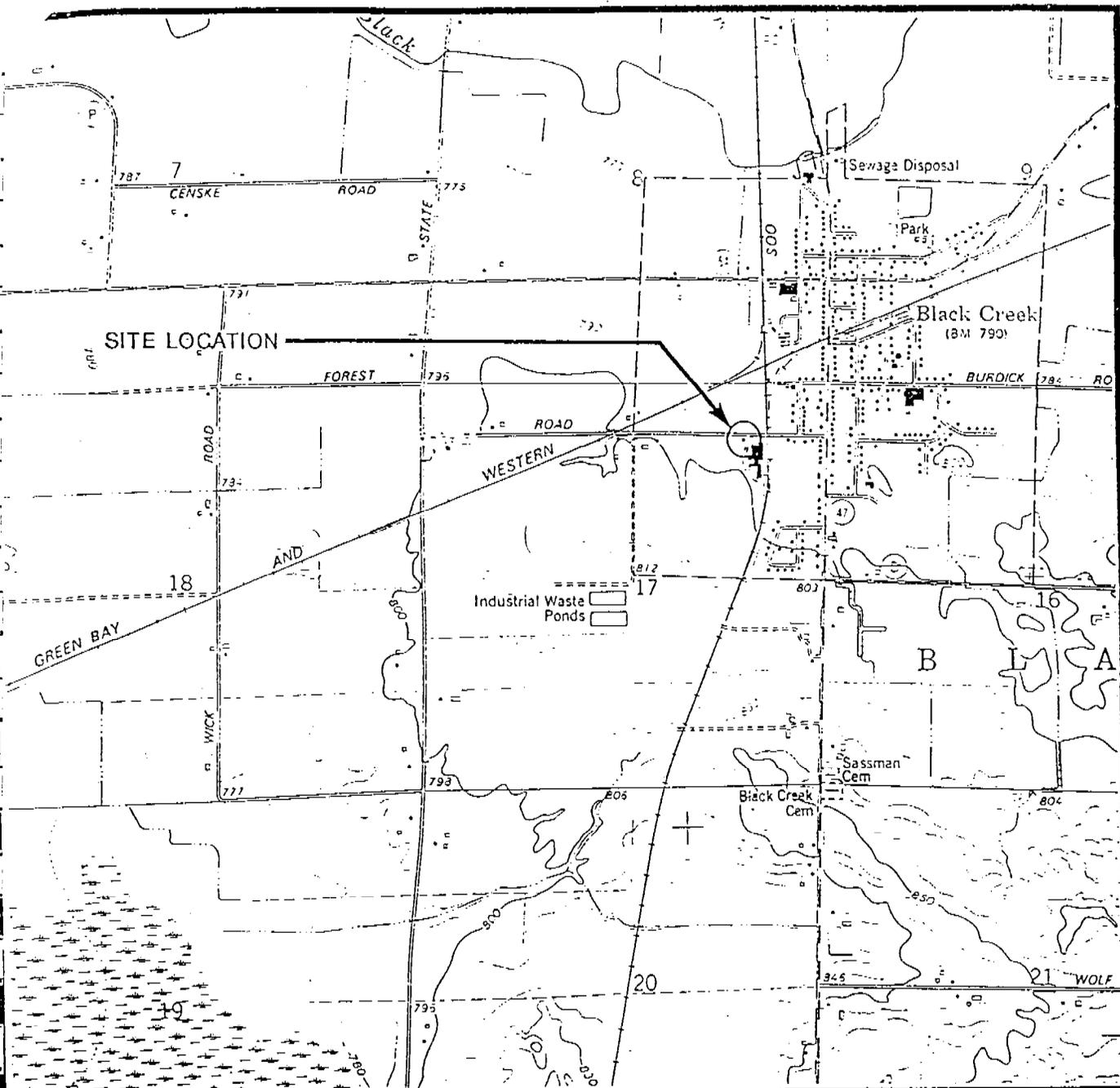
NOTES:

1. BASE MAP GENERATED BY RMT FIELD MEASUREMENTS TAKEN JULY 12 AND AUGUST 26, 1996.
2. ELEVATIONS REFERENCED TO A SITE DATUM, NOT MSL.

WATER TABLE MAP
DECEMBER 26, 1997
GERTSCH PROPERTY
BLACK CREEK, WI

DWN. BY: LLS
 APPROVED BY: *SL*
 DATE: JANUARY 1998
 PROJ: 3429.04
 FILE: 34290401.DWG

FIGURE 3



**SITE LOCATION MAP
GERTSCH PROPERTY
BLACK CREEK, WISCONSIN**

SOURCE: BASE MAP FROM BLACK CREEK, WISCONSIN
7.5 MIN. USGS QUADRANGLE.

	DWN. BY: AXE
	APPROVED BY: <i>AX</i>
	DATE: AUGUST 1996
	PROJ. / 3429.02
	FILE / 34290201

FIGURE 1

LEGEND:

- MW-1 MONITORING WELL
- ⊙ PZ-4 PIEZOMETER
- ✱ GP-1 GEOPROBE BORING
- APPROXIMATE LOCATION OF EXCAVATED TEST PIT
- ▨ APPROXIMATE LOCATION OF UST EXCAVATION AREA
- UTILITY TRENCH
- ↔ CROSS SECTION LOCATOR

NOTES:

1. BASE MAP GENERATED BY RMT FIELD MEASUREMENTS TAKEN JULY 12 AND AUGUST 26, 1996.

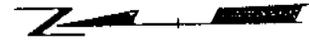
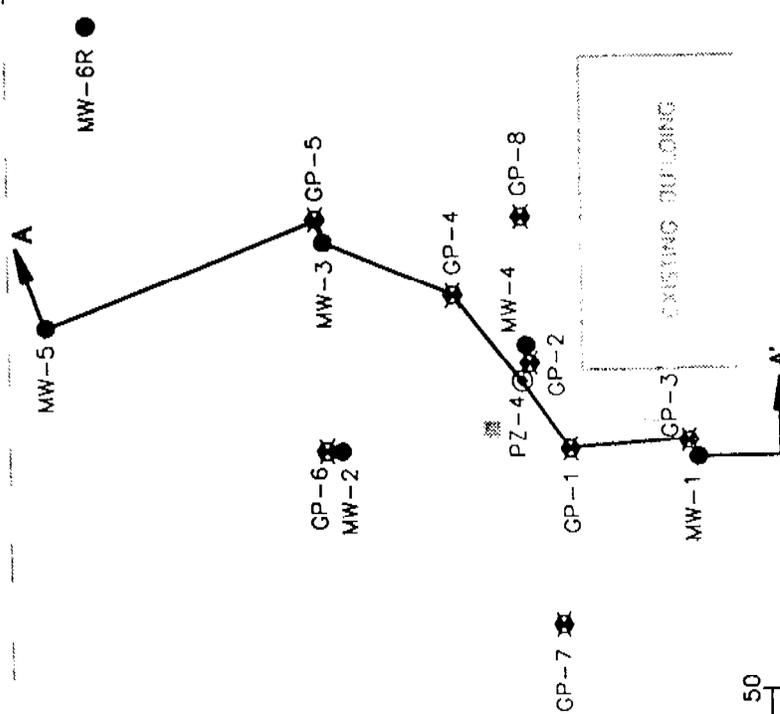
**SITE MAP AND
CROSS SECTION A-A' LOCATOR
GERTSCH PROPERTY
BLACK CREEK, WI**

DWN. BY:	AKE
APPROVED BY:	
DATE:	OCTOBER 1996
PROJ. #	3429.02
FILE #	34290202

FIGURE 2

FOREST STREET

● SB-10
(APPROXIMATE)

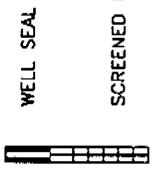


SCALE: 1" = 25'

LEGEND:

- EXISTING GROUND SURFACE
- - - STRATIGRAPHIC BOUNDARY, DASHED WHERE INFERRED
- ▲ WATER TABLE ELEVATION
- ▲ (85.93) PIEZOMETRIC SURFACE ELEVATION

WELL CONSTRUCTION



LITHOLOGIC UNITS

- LEAN CLAY WITH SAND/GRAVEL (CL)
- FAT CLAY WITH SAND/GRAVEL (CH)
- POORLY-GRADED SAND (SP)
- POORLY-GRADED SAND WITH CLAY (SP-SC)
- POORLY-GRADED SAND WITH CLAY/ GRAVEL (SP-SC)
- SILT WITH SAND/GRAVEL (ML)
- FILL

NOTES:

1. ELEVATIONS RELATIVE TO SITE DATUM OF 100.00 FEET.
2. WATER LEVEL ELEVATIONS MEASURED ON AUGUST 26, 1996.
3. SEE FIGURE 2 FOR LOCATION OF CROSS SECTION.

HORIZONTAL SCALE: 1" = 10'
 VERTICAL SCALE: 1" = 5'

GEOLOGIC CROSS SECTION A-A'
 RALPH GERTSCH PROPERTY
 BLACK CREEK, WISCONSIN

AWM INC.

OWN. BY: AKE
 APPROVED BY:
 DATE: OCTOBER 1996
 PROJ. / 3-29-D2
 FILE / 3-290203

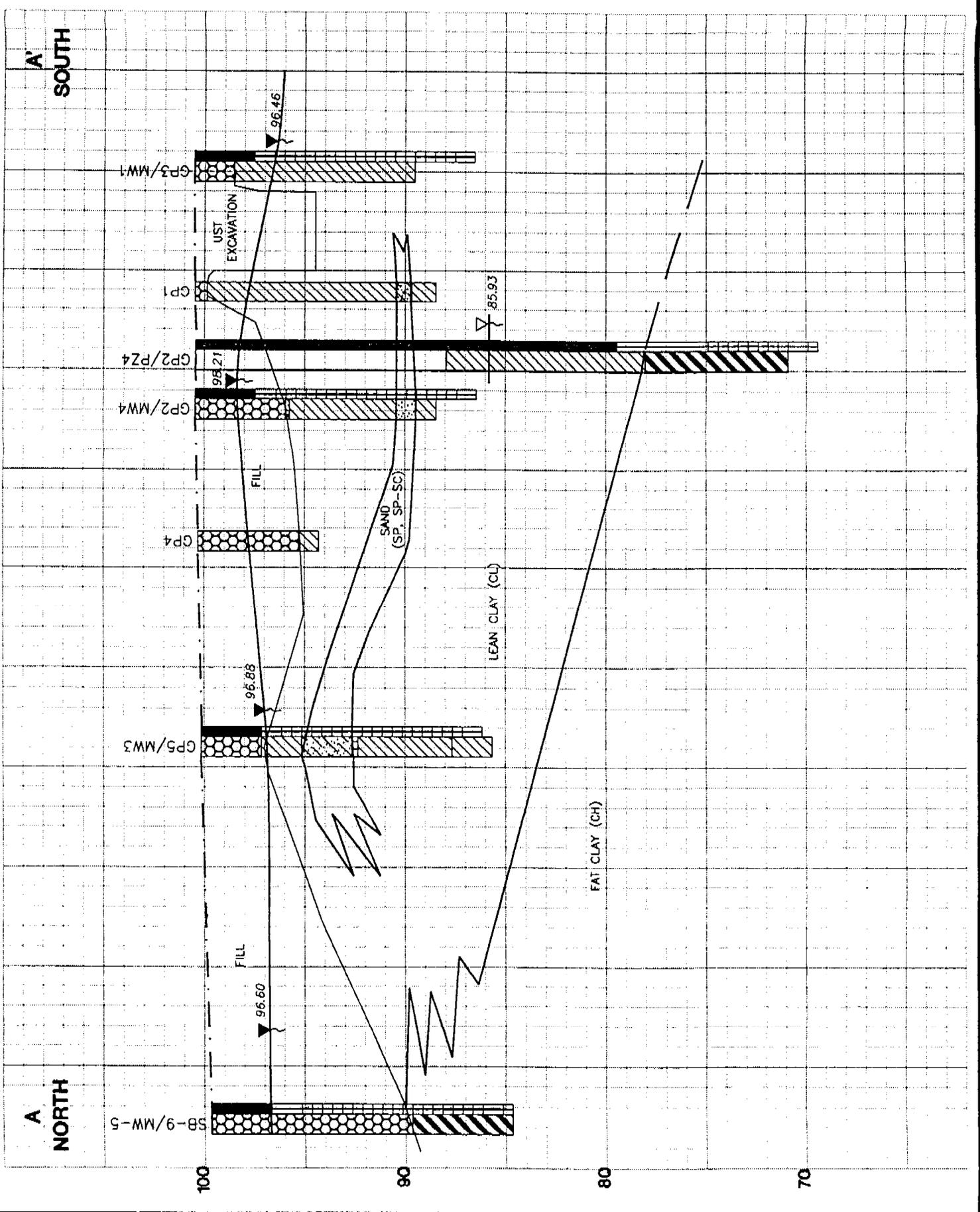


FIGURE 3

TABLE 3
 SUMMARY OF QUARTERLY GROUNDWATER MONITORING WELL LABORATORY RESULTS
 GERTSCH PROPERTY
 BLACK CREEK, WISCONSIN
 (units are µg/L, except as indicated)

Monitoring Well	Sample Date	Benzene	Ethylbenzene	MTBE	Toluene	1,2,4-Trimethylbenzene	1,3,5-Trimethylbenzene	Xylenes (total)
MW-1	7/96	ND	ND	0.56	ND	ND	ND	ND
	12/96	ND	ND	0.38	ND	ND	ND	ND
	6/97	ND	ND	ND	ND	ND	ND	ND
	9/97	ND	ND	ND	ND	ND	ND	ND
	12/97	ND	ND	ND	ND	ND	ND	ND
MW-2	3/98	ND	ND	ND	ND	ND	ND	ND
	7/96	1.3	ND	4.2	ND	ND	ND	ND
	12/96	ND	ND	1.3	ND	ND	ND	ND
	6/97	2.6	ND	ND	ND	ND	ND	ND
	9/97	ND	ND	1.2	ND	ND	ND	ND
MW-3	12/97	ND	ND	ND	ND	ND	ND	ND
	3/98	ND	ND	ND	ND	ND	ND	ND
	7/96	65	2.0	2.7	ND	0.82	ND	1.55
	12/96	ND	ND	1.1	ND	ND	ND	ND
	6/97	40	3.6	ND	0.17	ND	ND	ND
MW-4	9/97	52	ND	2.1	ND	ND	ND	ND
	12/97	30	ND	ND	ND	ND	ND	ND
	3/98	26	2.8	1.9	ND	ND	ND	ND
	7/96	8.5	73	ND	62	330	110	395
	12/96	12	46	ND	1.7	250	58	120
PZ-4	6/97	5.5	14	ND	1.6	61	23	33
	9/97	15	70	ND	6.9	150	46	93
	12/97	13	100	ND	13	380	42	260
	3/98	13	35	ND	10	170	28	85
	7/96	11	7.5	ND	9.2	15	5.0	39
PZ-4	12/96	ND	ND	ND	ND	ND	ND	ND
	6/97	ND	ND	ND	ND	ND	ND	ND
	9/97	ND	ND	ND	ND	ND	ND	ND
	12/97	ND	ND	ND	ND	0.34	ND	ND
	3/98	ND	ND	ND	ND	ND	ND	ND

TABLE 3, CONT.
 SUMMARY OF QUARTERLY GROUNDWATER MONITORING WELL LABORATORY RESULTS
 GERTSCH PROPERTY
 BLACK CREEK, WISCONSIN
 (units are µg/L, except as indicated)

Monitoring Well	Sample Date	Benzene	Ethylbenzene	MTBE	Toluene	1,2,4-Trimethylbenzene	1,3,5-Trimethylbenzene	Xylenes (total)
MW-5	8/96	ND	ND	9.2	ND	ND	ND	ND
	12/96	ND	ND	6	ND	ND	ND	ND
	6/97	45.9	ND	ND	ND	ND	ND	ND
	9/97	ND	ND	4.9	ND	ND	ND	ND
	12/97	ND	ND	5.0	ND	ND	ND	ND
	3/98	9.2	ND	5.3	ND	ND	ND	ND
MW-6R	8/96	ND	ND	9.7	ND	ND	ND	ND
	12/96	ND	ND	6.1	ND	ND	ND	ND
	6/97	0.17	ND	ND	ND	ND	ND	ND
	9/97	ND	ND	6.0	ND	ND	ND	ND
	12/97	ND	ND	6.5	ND	ND	ND	ND
	3/98	ND	ND	ND	ND	ND	ND	ND
Trip Blank	7/96	ND	ND	ND	ND	ND	ND	ND
	8/96	ND	ND	ND	ND	ND	ND	ND
	12/96	ND	ND	ND	ND	ND	ND	ND
	9/97	ND	ND	ND	ND	1.6	ND	2.3
	12/97	ND	ND	ND	ND	ND	ND	ND
	3/98	ND	ND	ND	ND	ND	ND	ND
NR 140 PAL		0.5	140	12	68.6	NP	NP	124
NR 140 ES		5	700	60	343	NP	NP	620

NOTES:

- ND Not Detected
- NP None promulgated
- 1 This result is greater than the Limit of Detection but less than the Limit of Quantitation and are within a region of "Less-Certain Quantitation".
- * Boldface indicated an NR 140 Preventive Action Limit Exceedance
- Boldface and shaded indicates an NR 140 Enforcement Standard Exceedance.