

GIS REGISTRY INFORMATION

SITE NAME:	Moeller Property			FID #	
BRRTS #:	03-45-526275			(if appropriate):	
COMMERCE #:	54165-1315-07-A				
CLOSURE DATE:	April 4, 2007				
STREET ADDRESS:	207 W. Morrow Street				
CITY:	Seymour				
SOURCE PROPERTY GPS COORDINATES (meters in WTM91 projection):	X =	652614	Y =	450219	
CONTAMINATED MEDIA:	Groundwater	<input type="checkbox"/>	Soil	<input checked="" type="checkbox"/>	Both <input type="checkbox"/>
OFF-SOURCE GW CONTAMINATION >ES:		Yes <input type="checkbox"/>		No <input checked="" type="checkbox"/>	
• IF YES, STREET ADDRESS:					
• GPS COORDINATES (meters in WTM91 projection):					
	X =		Y =		
OFF-SOURCE SOIL CONTAMINATION >Generic or Site-Specific RCL (SSRCL):	Yes <input type="checkbox"/>		No <input checked="" type="checkbox"/>		
• IF YES, STREET ADDRESS 1:					
• GPS COORDINATES (meters in WTM91 projection):					
	X =		Y =		
CONTAMINATION IN RIGHT OF WAY:	Yes <input checked="" type="checkbox"/>		No <input type="checkbox"/>		
<u>DOCUMENTS NEEDED</u>					
Closure Letter, and any conditional closure letter issued or denial letter issued					X
Copy of any maintenance plan referenced in the final closure letter					NA
Copy of (soil or land use) deed notice <i>if any required as a condition of closure</i>					NA
Copy of most recent deed, including legal description, for all affected properties					X
Certified survey map or relevant portion of the recorded plat map (<i>if referenced in the legal description</i>) for all affected properties					X
County Parcel ID number, <i>if used for county</i> , for all affected properties					X
Location Map that 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. 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. This map shall also show the location of all contaminated public streets, highway and railroad rights-of-way in relation to the source property and in relation to the boundaries of groundwater contamination exceeding ch. NR 140 ESs and soil contamination exceeding ch. NR 720 generic or SSRCLs.					X
Tables of Latest Groundwater Analytical Results (no shading or cross-hatching)					NA
Tables of Latest Soil Analytical Results (no shading or cross-hatching)					X
Isoconcentration map(s), <i>if required for site investigation (SI)</i> . The isoconcentration map should have flow direction and extent of groundwater contamination defined. If not available, include the latest extent of contaminant plume map.					NA
GW: Table of water level elevations, with sampling dates, and free product noted if present					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, <i>if required for SI</i>					X
RP certified statement that legal descriptions are complete and accurate					X
Copies of off-source notification letters (if applicable)					NA
Letter informing ROW owner of residual contamination (if applicable) (public, highway or railroad ROW)					X



ENVIRONMENTAL REGULATORY
TDD #: (608) 264-8777
Fax #: (920) 424-0217
Jim Doyle, Governor
Mary P. Burke, Secretary

April 4, 2007

Mr. Perry Pierre
307 S. Main Street
Seymour, WI 54165

RE: **Final Closure**

Commerce # 54165-1315-07-A **DNR BRRTS # 03-45-526275**
Moeller Property, 207 W. Morrow Street, Seymour

Dear Mr. Pierre:

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

If residual contamination is encountered in the future, it must be managed in accordance with all applicable state and federal regulations. If it is determined that any remaining contamination poses a threat, the case may be reopened and further investigation or remediation may be required.

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

Sincerely,

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

Beth A. Erdman
Senior Hydrogeologist
Site Review Section

cc: Muhammad Adil-K. Singh & Associates, Inc.
Mr. Carl Moeller, 340 Green Street, Seymour, WI 54165



ENVIRONMENTAL & REGULATORY SERVICES DIVISION
BUREAU OF PECFA
2129 Jackson Street
Oshkosh, Wisconsin 54901-1805
TDD #: (608) 264-8777
Fax #: (920) 424-0217
Jim Doyle, Governor
Mary P. Burke, Secretary

December 13, 2006

Mr. Carl Moeller
340 Green Street
Seymour, WI 54165

RE: **Conditional Case Closure**

Commerce # 54165-1315-07-A DNR BRRTS # 03-45-526275
Moeller Property, 207 W. Morrow Street, Seymour

Dear Mr. Moeller:

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

During the final groundwater sampling event conducted on April 10, 2006, the preventive action limit (PAL) for benzene was exceeded in monitoring well MW-2, at 0.91 parts per billion (ppb) and the PAL for 1,2-dichloroethane was exceeded in monitoring well MW-4 at 0.7 ppb. Commerce is issuing a PAL exemption, per NR 140.28(2), Wis. Adm. Code, for benzene and 1,2-dichloroethane the referenced property.

The following conditions must be satisfied to obtain final closure:

- Documentation of abandonment (WDNR Abandonment Form 3300-5B) for monitoring wells MW-1 through MW-6.

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

Thank you for your efforts to protect Wisconsin's environment. If you have any questions, please contact me in writing at the letterhead address or by telephone at (920) 303-5410.

Sincerely,

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

Beth A. Erdman
Senior Hydrogeologist
Site Review Section

cc: Pratap Singh-K. Singh & Associates, Inc.

1641657

LAND CONTRACT

This Space Reserved
for Recording Data

DOCUMENT NO.

OUTAGAMIE COUNTY
RECEIVED FOR RECORD

NOV 30 2004

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

pd
15.00

CONTRACT, by and between Carl E. Moeller and Richard C. Moeller, ("Vendor," whether one or more) and LP&DS, LLC, a Wisconsin Limited Liability Company, ("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:

That part of Lot 6 in Block "E", Assessor's Plat, Seymour, Wisconsin, described as follows, to wit: Beginning at the point of intersection of the North boundary line of Morrow Street with the West boundary line of Washington Street and running thence North along the West line of Washington Street, 187 feet, thence West and parallel with the North line of Morrow Street, 240 feet, thence South to the North line of Morrow Street, 187 feet, and thence East along the North line of Morrow Street 240 feet to the place of beginning.

Return to:

Mares, Ltd.
P.O. Box 56
Appleton, WI 54912

TRANSFER
\$ 525.00
FEE

340-058000 & 340-057600

PARCEL IDENTIFICATION NUMBER

This is not homestead property

Purchaser agrees to purchase the Property and to pay to Vendor at Seymour, Wisconsin, the sum of \$175,000.00 in the following manner: (a) \$9,000.00 prior to the execution of this Contract; and (b) the balance of \$166,000.00, together with interest on the outstanding balance at the rate of five percent (5%) per annum, until paid in full as follows: \$1,090.98 per month, provided, however, the entire outstanding balance shall be paid in full on or before the 31st day of October, 2008 (the maturity date). Following any default in payment, interest shall accrue at the rate of twelve percent (12%) 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 after January 1, 2005. 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 and 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 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 November 1, 2004.

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. Vendor shall make a contribution to the real estate taxes on the above-described property in the amount of Four Thousand Three Hundred Seventy-Eight Dollars and Seven Cents (\$4,378.07). A check for said sum shall be provided to the Purchaser on or before December 23, 2004. Purchaser shall be responsible for the balance of the real estate taxes on the subject property for calendar year 2004 and any subsequent real estate taxes.

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 \$175,000.00, 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: any and all liens caused or created by Purchaser, municipal and zoning ordinances, recorded easements for public utilities serving the property, recorded building and use restrictions and covenants, general taxes levied in the year of closing, and will warrant and defend same.

The parties to this contract have completed a Phase I environmental assessment of the subject property which assessment was completed by Miller Engineers and Scientists. As a result of the Phase I investigation, a Phase II investigation was commenced by Miller Engineers and Scientists. The Phase II investigation results detailed that further investigation was necessary. Seller has registered the property with the appropriate State authority which governs underground storage tanks. Seller is in the process of applying for PECFA funding for further investigation and remediation of the property. Prior to the maturity date of the Land Contract, Seller shall complete the investigation and any and all remediation required by local, state and federal authorities. In the event that a closure letter is not issued for the site prior to October 31, 2008, the Land Contract shall be extended for an additional two-year period at the then prevailing prime rate as published in the Wall Street Journal until such time as the Seller provides Buyer with a closure letter for the underground storage tank clean-up. The land contract shall continue to be extended for like two-year periods of time until such time as Vendor secures closure certification from the State of Wisconsin for the site. If the closure letter is not obtained by the 10th anniversary of the Land Contract, the Land Contract shall be extended for another two year period. In addition, Purchaser may elect to apply the subsequent monthly Land Contract payments called for under this agreement to the clean up process until a closure letter is obtained. Vendor commenced the remediation process of the property and agrees to indemnify and hold harmless Purchaser from any and liability associated with the contaminated soil. Purchaser agrees to pay up to \$5,000.00 of the PECFA deductible for the investigation and clean up of the above-described property.

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.

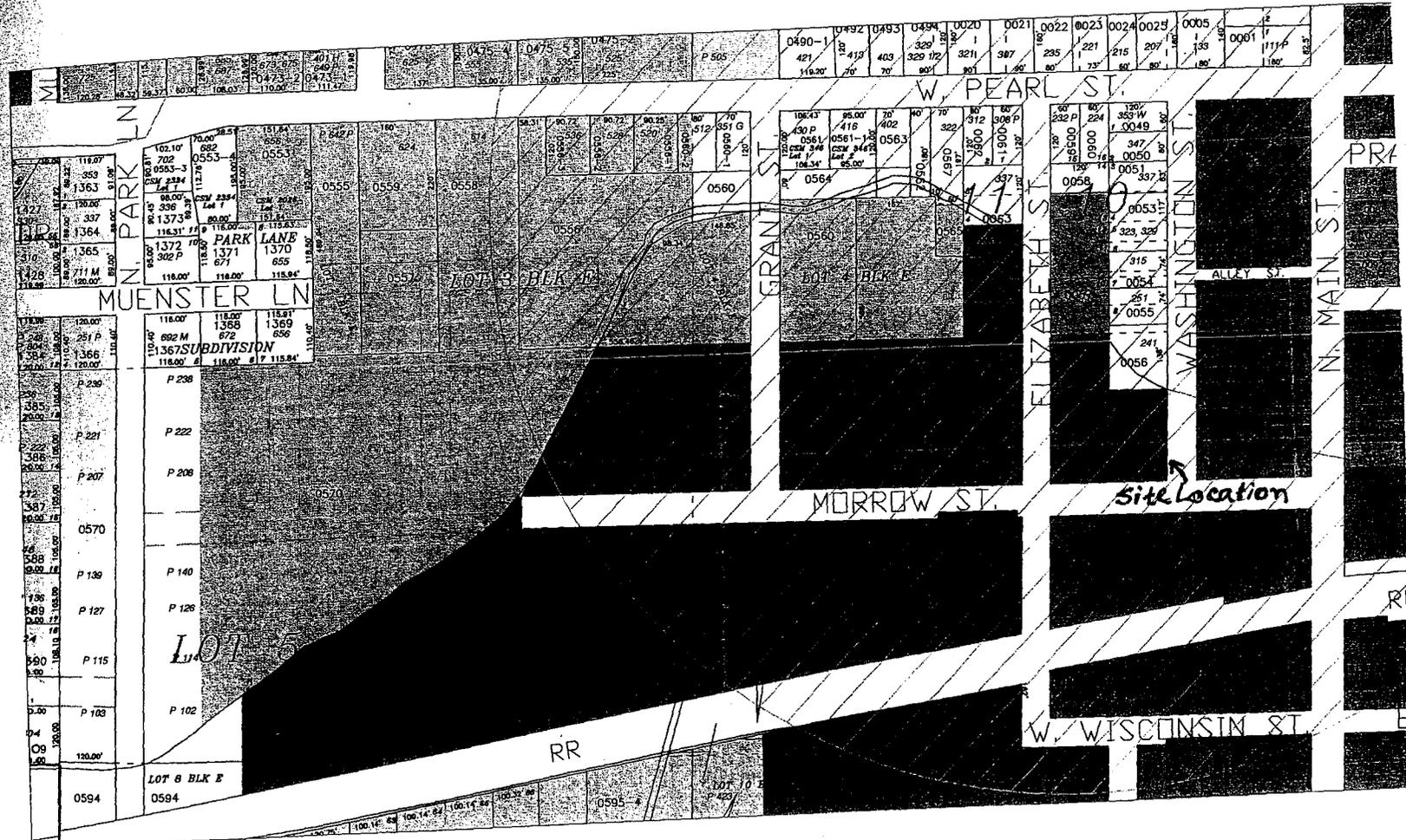
Vendor may waive any default without waiving any other subsequent or prior default of Purchaser.

All terms of this Contract shall be binding upon the inure to the benefits of the heirs, legal representatives, successors and assigns of

123 -- ADDRESS
P 123 -- PROPOSED ADDRESS
0123 -- PARCEL NUMBER

PAGE 9

SCALE 1" = 200'



W PEARL ST

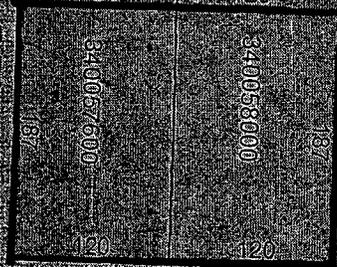
WASHINGTON ST

N MAIN ST

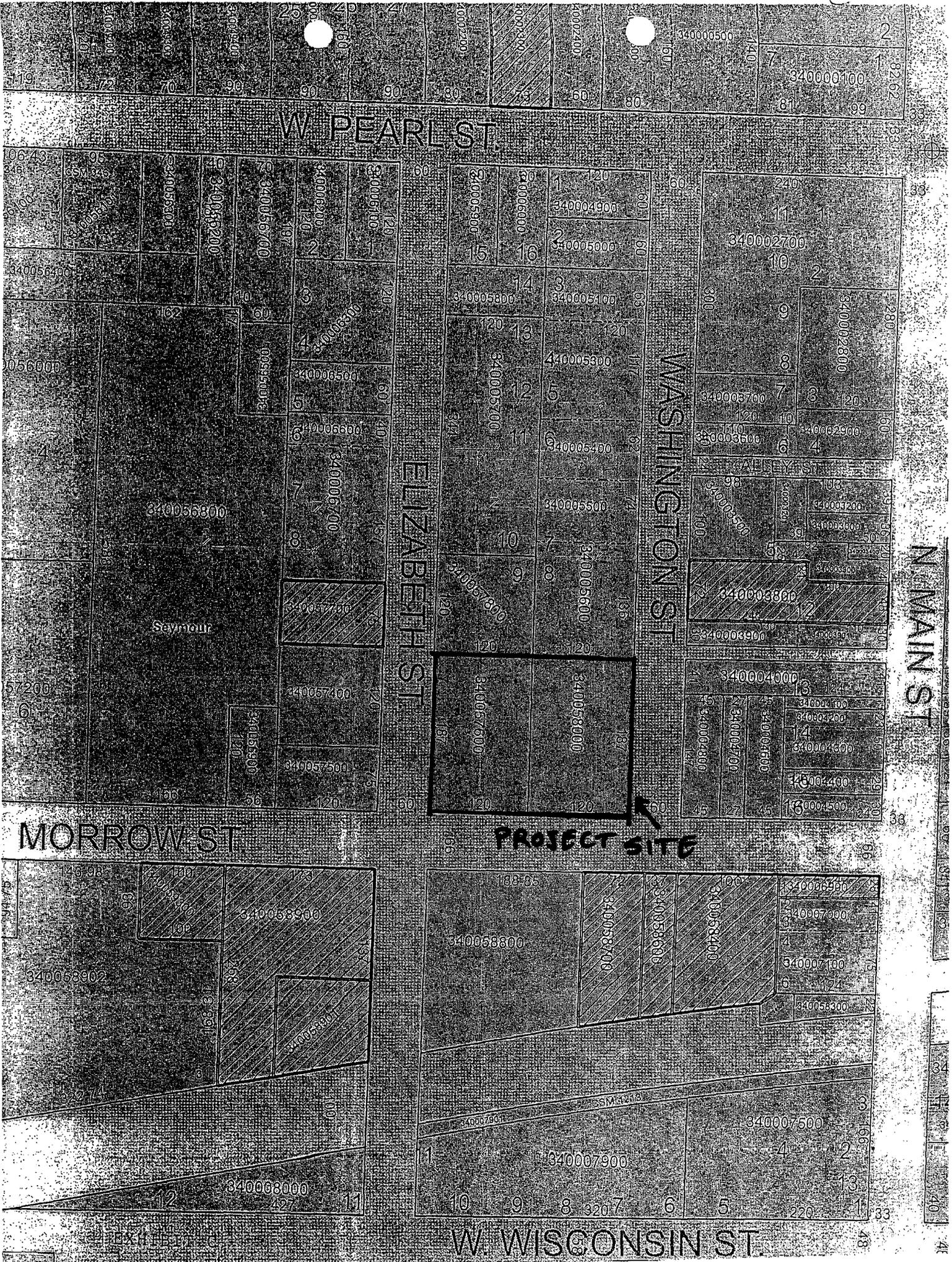
ELIZABETH ST

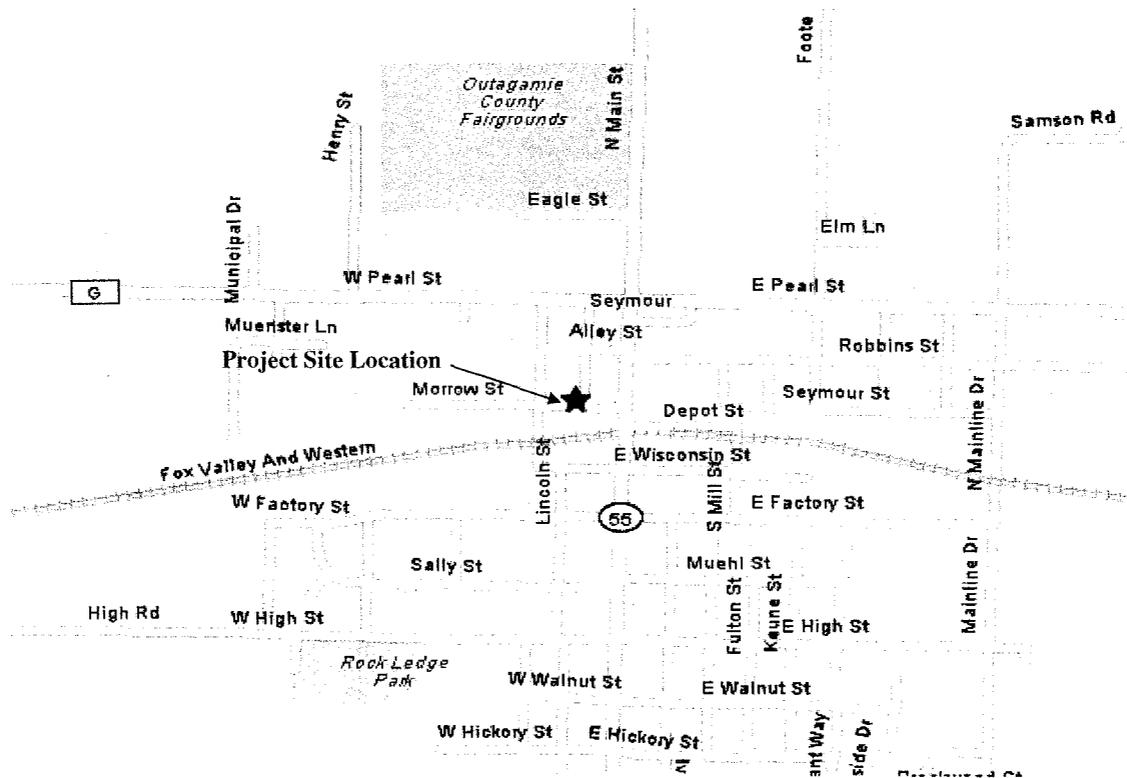
MORROW ST

W WISCONSIN ST

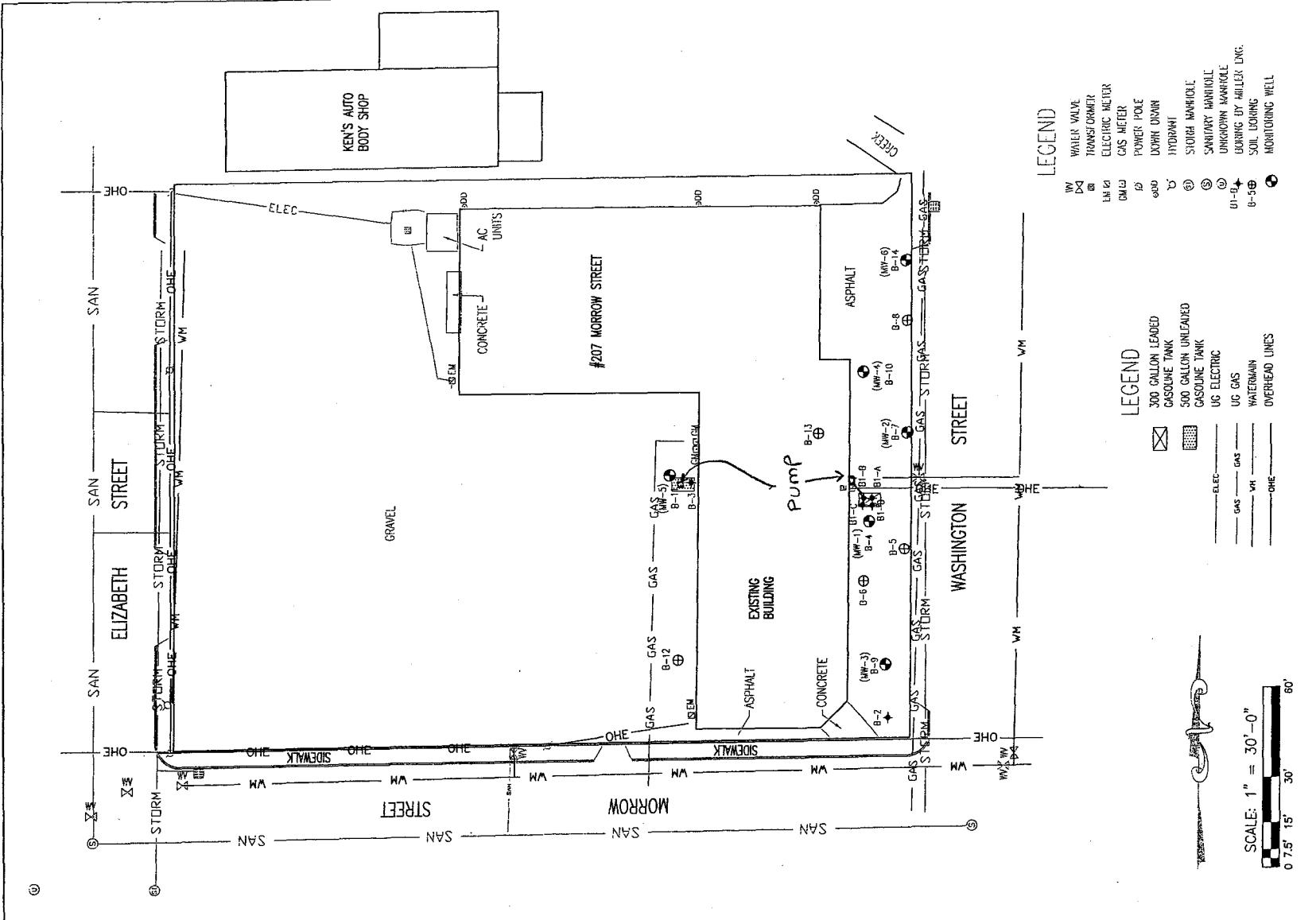


PROJECT SITE





Project Location Map with Reference to Streets



<p>PROJECT: 207 WEST MORROW STREET SEYMOUR, WI 54165-13</p>	<p>TITLE: FIGURE 6.4: LOCATION OF SOIL BORINGS & MONITORING WELLS</p>	<p>ENGINEER: K. Singh & Associates, Inc. PROFESSIONAL ENGINEERS & ENVIRONMENTAL MANAGEMENT CONSULTANTS 104 North Main Street, Suite 110 Seymour, WI 54165 Phone: (414) 234-8978 E-mail: kash@kasheng.com</p>	<p>DRAWN BY: P.A.R. CHECKED BY: M.K.J. DATE: 08/17/05 PROJECT NO.: 4673 DRAWING FILE: 4673 PG. 6.4</p>
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Table 1
Soil Quality Test Results
207 W. Morrow Street,
Seymour, WI
Project #4673

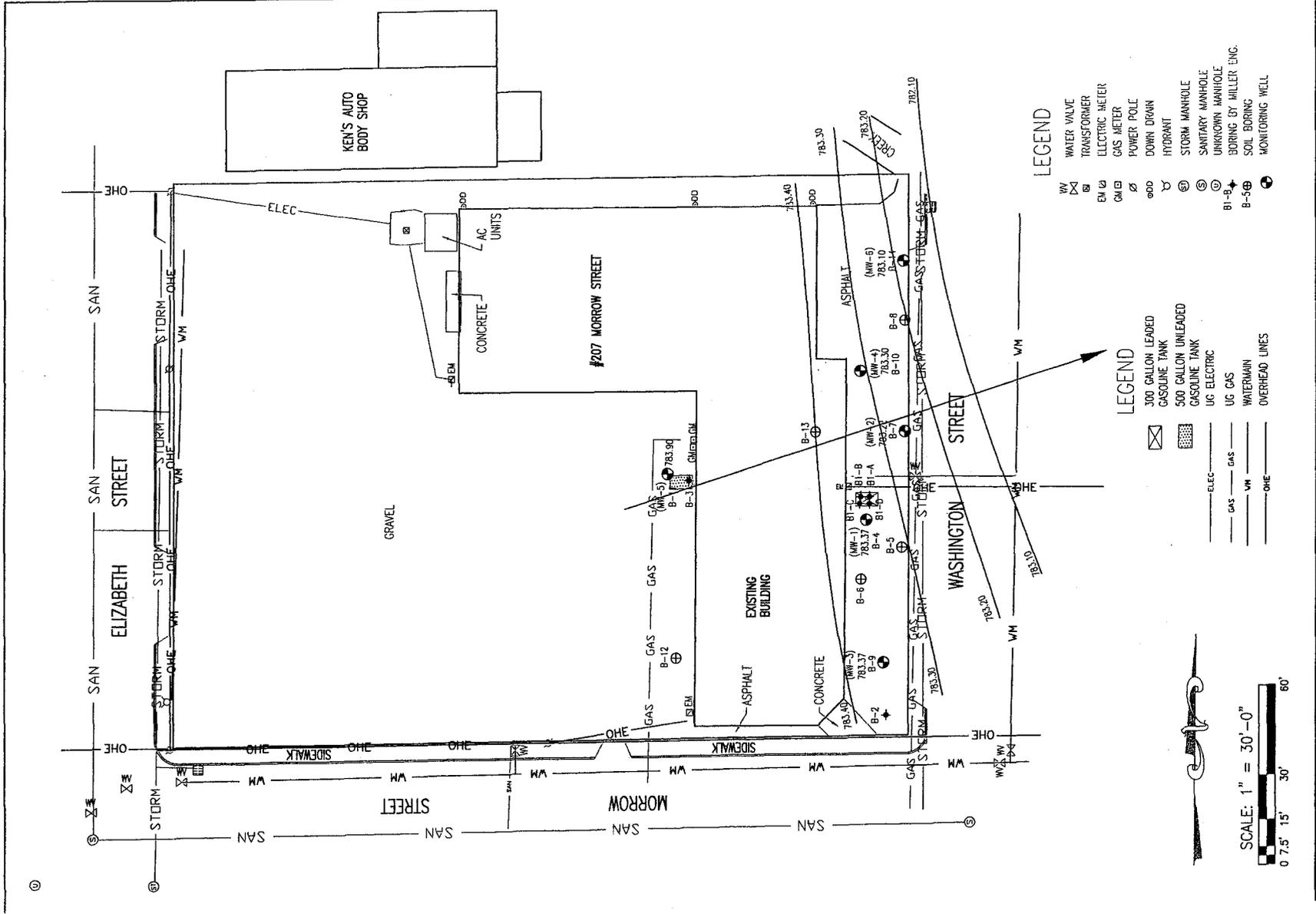
Sample No.	Sample Date	Depth (ft bgs)	PID Reading	GRO mg/kg	DRO mg/kg	Benzene ug/kg	Ethylbenzene ug/kg	Toluene ug/kg	Xylenes (total) ug/kg	1,2-Dichloroethane ug/kg	Naphthalene ug/kg	Methyl-t-butyl ether ug/kg	1,2,4-Trimethylbenzene ug/kg	1,3,5-Trimethylbenzene ug/kg	Total Lead mg/kg	n-Butylbenzene ug/kg	sec-Butylbenzene ug/kg	Isopropylbenzene ug/kg	p-Isopropyltoluene ug/kg	n-Propylbenzene ug/kg
B1-3*	4/1/2004	--	--	--	--	<25	<25	<25	2,333	<25	724	<25	8,020	3,490	32	651	<25	<25	54	<25
B2-6*	4/1/2004	--	--	--	--	<25	<25	<25	<75	<25	<25	<25	<25	<25	4.1	<25	<25	<25	<25	<25
B3-3*	4/1/2004	--	--	--	--	<25	<25	<25	<75	<25	<25	<25	<25	<25	--	<25	<25	<25	<25	<25
B-4	7/28/2005	11'-12.5'	BK	<5.5	NT	<27	<27	<27	<27	<27	<55	<27	<27	<27	5.5	<27	<27	<27	<27	<27
B-5	7/29/2005	6'-7.5'	3	<5.9	NT	<30	<30	<30	<100	<30	<59	<30	<30	<30	4.8	<30	<30	<30	<30	<30
B-6	7/29/2005	6'-7.5'	5	NT	NT	<28	<28	<28	<84	NT	NT	<28	<28	<28	5.9	NT	NT	NT	NT	NT
B-7	7/28/2005	6'-7.5'	50	42	NT	<34	<34	<34	4,200	<34	710	<34	3,000	760	NT	160	55	170	52	510
B-7	7/28/2005	11'-12.5'	3	<5.6	NT	<28	<28	<28	<95	<28	<56	<28	<28	<28	5.3	<28	<28	<28	<28	<28
B-8	7/28/2005	1'-2.5'	5	NT	NT	<29	<29	<29	<86	NT	310	<29	58	<29	NT	NT	NT	NT	NT	NT
B-8	7/28/2005	6'-7.5'	3	<6.1	NT	<30	<30	<30	<91	NT	<61	<30	<30	<30	<4.8	NT	NT	NT	NT	NT
B-9	7/28/2005	1'-2.5'	BK	NT	NT	<38	<38	<38	<130	<38	<75	<38	<38	<38	NT	<38	<38	<38	<38	<38
B-9	7/28/2005	8.5'-10'	BK	<5.5	NT	<28	<28	<28	<83	NT	<55	<28	<28	<28	4.8	NT	NT	NT	NT	NT
B-10	7/28/2005	8.5'-10'	BK	<6.4	NT	<32	<32	<32	<110	<32	<64	<32	<32	<32	<4.7	<32	<32	<32	<32	<32
B-11	7/29/2005	1'-2.5'	BK	NT	NT	<26	<26	<26	<79	NT	NT	<26	<26	<26	NT	NT	NT	NT	NT	NT
B-11	7/29/2005	6'-7.5'	4	<5.8	NT	<29	<29	<29	<98	<29	<58	<29	<29	<29	5.7	<29	<29	<29	<29	<29
B-12	7/29/2005	6'-7.5'	BK	<6.1	NT	<30	<30	<30	<91	NT	NT	<30	<30	<30	NT	NT	NT	NT	NT	NT
B-13	7/29/2005	4'-8'	2	<6.5	NT	<33	<33	<33	<110	<33	<65	<33	<33	<33	6.1	<33	<33	<33	<33	<33
B-14	7/28/2005	8.5'-10'	5	<5.6	NT	<28	<28	<28	<96	<28	<56	<28	<28	<28	5.2	<28	<28	<28	<28	<28
NR 720.09 RCLs				100	100	5.5	2,900	1,500	4,100	4.9	---	---	---	---	50	---	---	---	---	---
NR 746.06 Table 1 (free Product indicator)				---	---	8,500	4,600	38,000	42,000	600	2,700	---	83,000	11,000	---	---	---	---	---	---
NR 746.06 Table 2 (direct contact standard)				---	---	1,100	---	---	---	540	---	---	---	---	---	---	---	---	---	---

Note: ft bgs = feet below ground surface NT - not tested
 * - Soil Borings by Miller Engineers

Table 7.1
 Groundwater Elevation
 KSA Prject # 4673
 207 W.Morrow St.
 Seymour, WI

Soil Boring	Monitoing Well	Well Casing Elevation (ft)	8/5/2005		1/11/2006		4/10/2006	
			Depth of Water (ft)	Elevation of Water (ft)	Depth of Water (ft)	of Water (ft)	Depth of Water (ft)	of Water (ft)
B-4	MW-1	789	6.21	782.79	5.64	783.36	5.63	783.37
B-7	MW-2	788.28	5.89	782.39	4.98	783.3	5.06	783.22
B-9	MW-3	788.98	6.14	782.84	5.45	783.53	5.61	783.37
B-10	MW-4	789.46	6.79	782.67	6.12	783.34	6.16	783.3
B-11	MW-5	788.22	5.1	783.12	NA	NA	4.32	783.9
B-14	MW-6	787.58	5.42	782.16	4.42	783.16	4.48	783.1

NA= Not Available



LEGEND

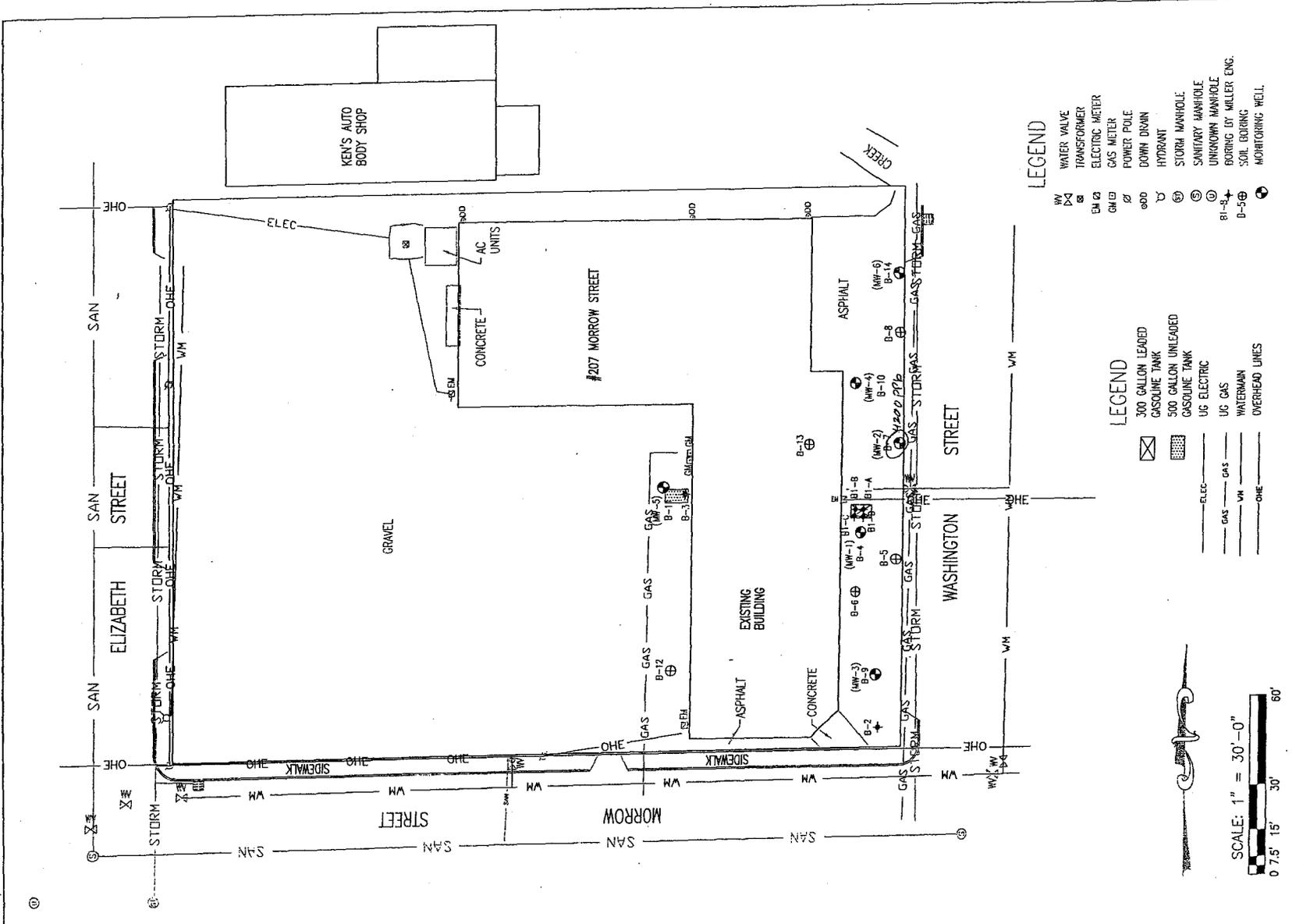
- ⊗ WATER VALVE
- ⊠ TRANSFORMER
- ⊕ ELECTRIC METER
- ⊙ GAS METER
- ⊖ POWER POLE
- ⊘ DOWN DRAIN
- ⊙ HYDRANT
- ⊙ STORM MANHOLE
- ⊙ SANITARY MANHOLE
- ⊙ UNKNOWN MANHOLE
- ⊙ BORING BY MILLER, INC.
- ⊙ SOIL BORING
- ⊙ MONITORING WELL

LEGEND

- ⊠ 300 GALLON LEADED GASOLINE TANK
- ⊠ 500 GALLON UNLEADED GASOLINE TANK
- ⊠ UG ELECTRIC
- ⊠ UG GAS
- ⊠ WATERMAIN
- ⊠ OVERHEAD LINES



PROJECT: 207 WEST MORROW STREET SEYMOUR, WI 54164-13	TITLE: FIGURE 6.8: GROUND WATER CONTOUR ELEVATION MAP (04/10/06)	ENGINEER: K. Singh & Associates, Inc. INDUSTRIAL, ARCHITECTURAL & ENVIRONMENTAL ENGINEERING CONSULTANTS 191 West Main Street, Suite 110 Seymour, WI 54164 Phone: (715) 254-8000 Email: ksg@ksginc.com	DRAWN BY: P.A.R.
		CHECKED BY: K.A.V.	
			DATE: 04/21/06
			PROJECT NO.: 4673
			DRAWING FILE: 4673 FIG 6.8



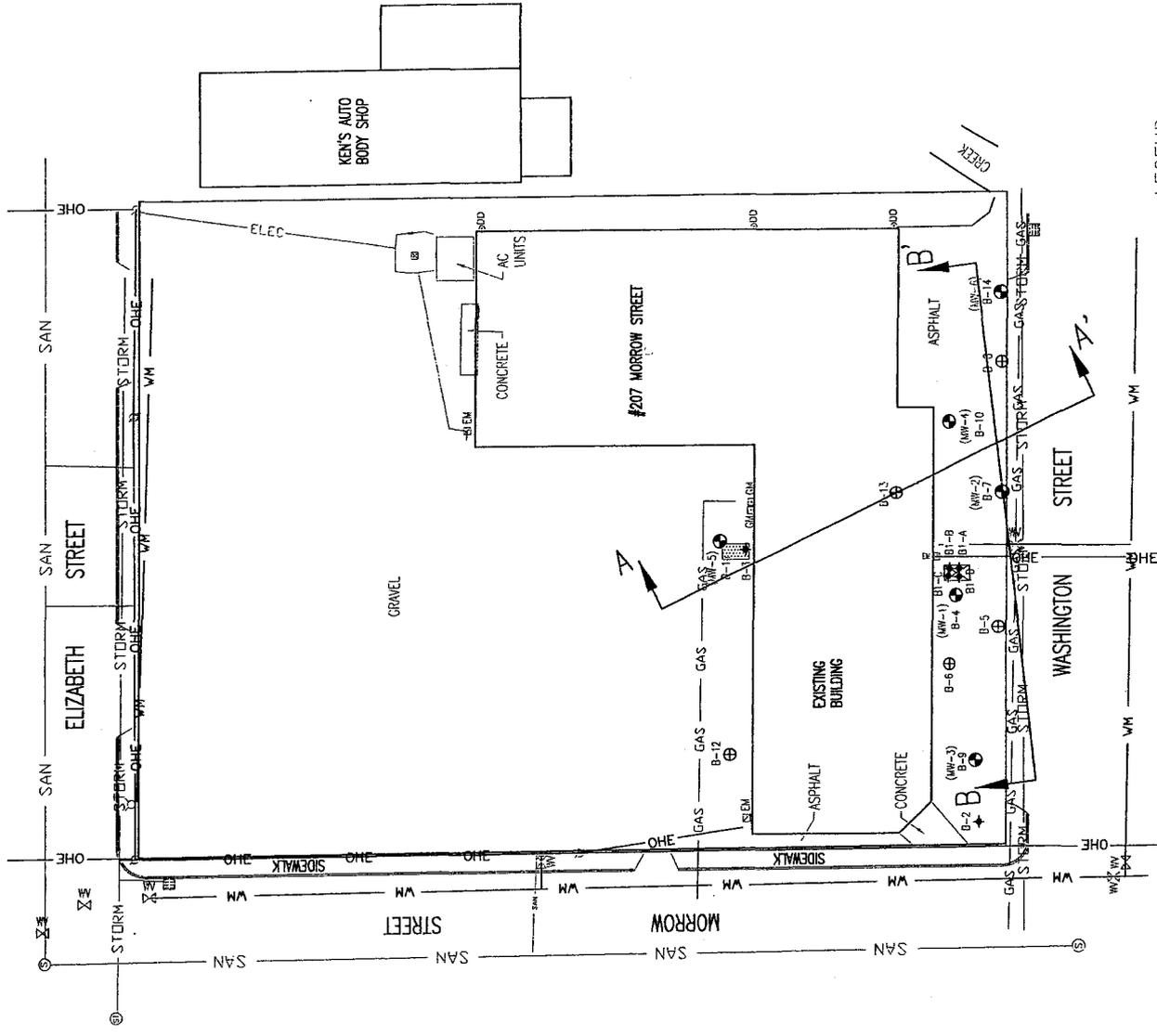
- LEGEND**
- ☒ 300 GALLON LEADED GASOLINE TANK
 - ☒ 500 GALLON UNLEADED GASOLINE TANK
 - ELEC— ELECTRIC
 - GAS— GAS
 - VM— WATERMAIN
 - OHE— OVERHEAD LINES

SCALE: 1" = 30'-0"
 0 7.5' 15' 30' 60'

LEGEND

- WV WATER VALVE
- TR TRANSFORMER
- EM ELECTRIC METER
- GM GAS METER
- PP POWER POLE
- DD DOWN DRAIN
- HY HYDRANT
- SM STORM MANHOLE
- SH SANITARY MANHOLE
- UM UNKNOWN MANHOLE
- BU BORING BY MILLER ENG.
- SO SOIL BORING
- MB MONITORING WELL

SOURCE: 207 WEST MORROW STREET SEYMOUR, WI 54165-13	ENGINEER: K. Singh & Associates, Inc. <small>PROFESSIONAL ENGINEERS 14 North Main Street, Suite 110 Wisconsin, Wisconsin 54981 Phone: (715) 224-9795 Email: info@kasingh.com</small>	DRAWN BY: P.A.B.
		CHECKED BY: M.K.J.
		DATE: 08/17/05
		PROJECT NO.: 4673
		DRAWING FILE: 4673 FIG 6.4



LEGEND

- WV WATER VALVE
- TRANSFORMER
- ELECTRIC METER
- GAS METER
- POWER POLE
- DOWN DRAIN
- HYDRANT
- STORM MANHOLE
- SANITARY MANHOLE
- UNKNOWN MANHOLE
- DOTING BY MILLER ENG.
- SOIL BORING
- MONITORING WELL

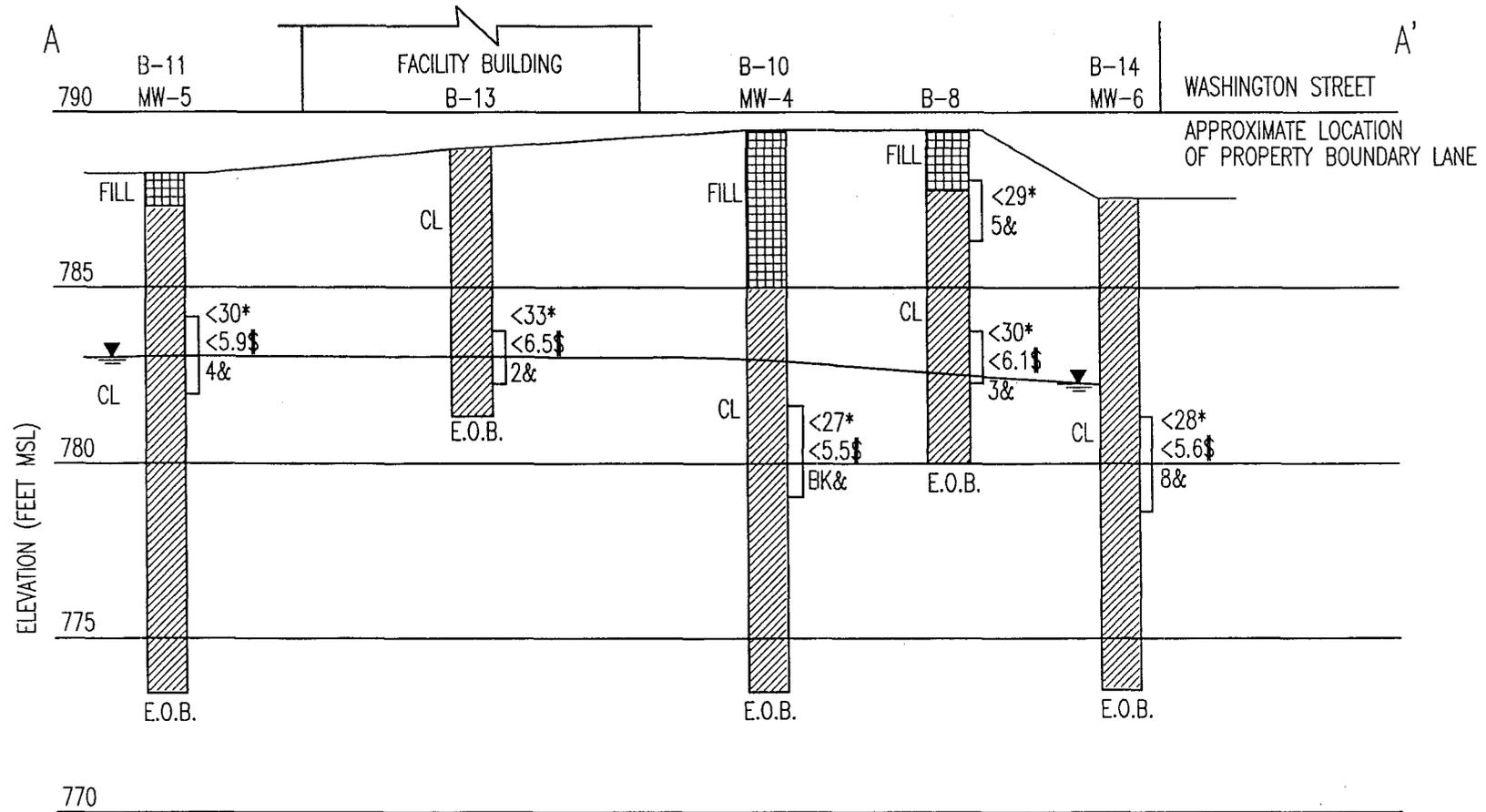
LEGEND

- 300 GALLON LEADED GASOLINE TANK
- 500 GALLON UNLEADED GASOLINE TANK
- UG ELECTRIC
- UG GAS
- WATERMAIN
- OVERHEAD LINES

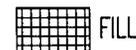


SCALE: 1" = 30'-0"
 0 7.5' 15' 30' 60'

<p>PROJECT: 207 WEST MORROW STREET SEYMOUR, WI 54165-13</p>	<p>TITLE: FIGURE 6.5: GEOLOGIC CROSS SECTION LOCATION MAP</p>	<p>ENGINEER: K. Singh & Associates, Inc. <small>GEOTECHNICAL, ENVIRONMENTAL, MANAGEMENT CONSULTANTS</small> 104 North Main Street, Suite 110 Seymour, WI 54165-13 Phone: (715) 234-9795 Email: ksa@groups.com</p>	<p>DRAWN BY: P.A.R.</p>
			<p>CHECKED BY: M.K.J.</p>
			<p>DATE: 09/17/05</p>
			<p>PROJECT NO.: 4673</p>
			<p>DRAWING FILE: 4673 FIG 6.5</p>



LEGEND



FILL



CL/ SILTY/SANDY CLAY



DEPTH OF WATER IN MONITORING WELL



* BENZENE CONCENTRATIONS (PPB)

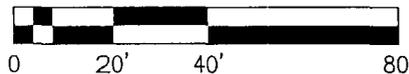


\$ GRO CONCENTRATIONS (PPM)

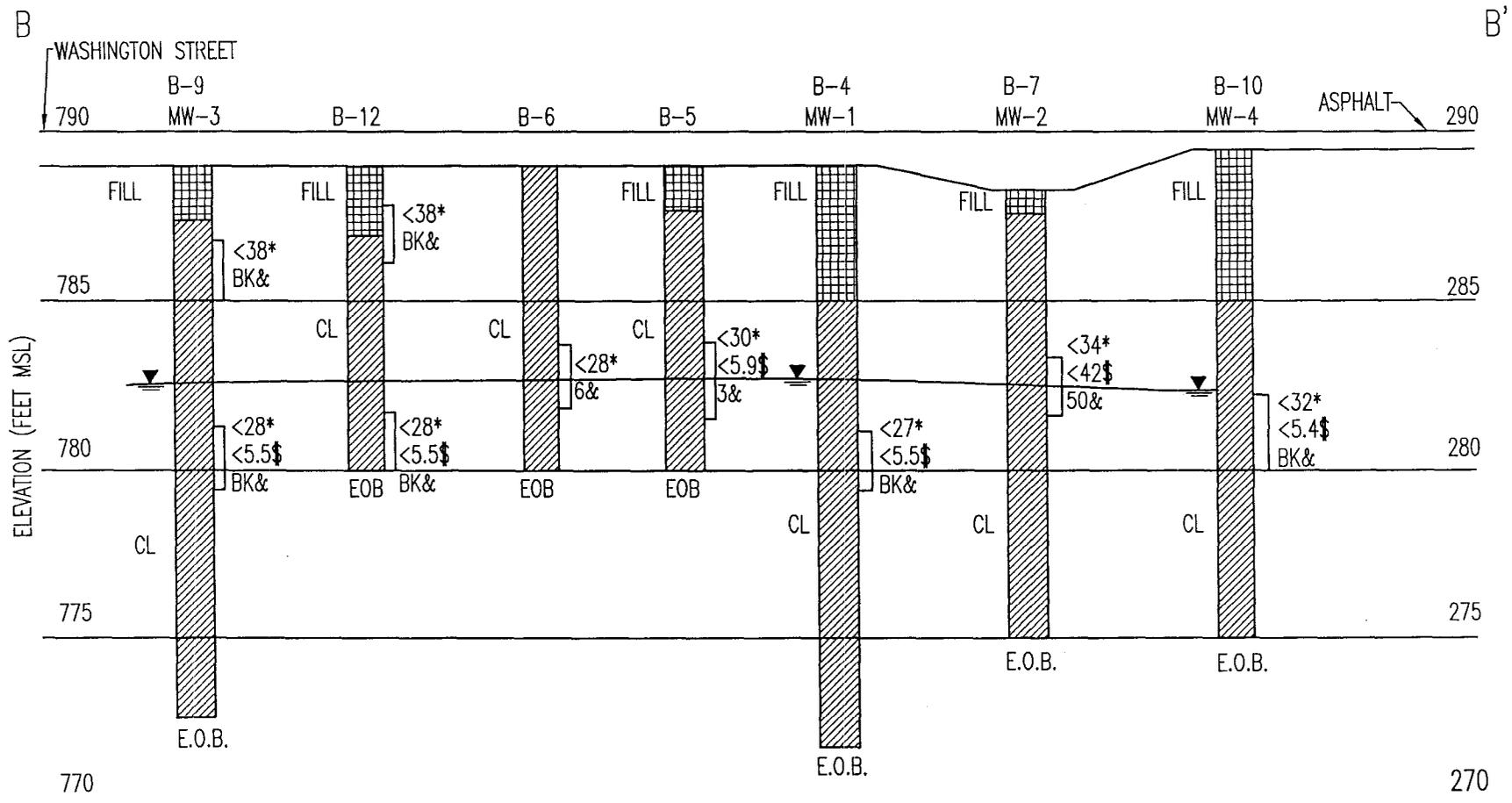


& PID METER READING

SCALE: 1" = 50'-0"



1 Sheet No.	PROJECT: 207 WEST MORROW STREET SEYMOUR, WI 54165-13	TITLE: FIGURE 6.6: GEOLOGIC SECTION A-A'	ENGINEER K. SINGH & ASSOCIATES, INC. <i>Engineers, Scientists and Environmental Management Consultants</i> 1135 Legion Drive Elm Grove, Wisconsin 53122 Phone: (262) 821-1171 FAX: (262) 821-1174E-mail: singh@execpc.com	DRAWN BY: _____ P.A.R. CHECKED BY: _____ K.A.V. DATE: _____ 08/17/05 PROJECT NO: _____ 4673 DRAWING FILE: _____ 4673 FIG 6.6



LEGEND



FILL



CL/ SILTY/SANDY CLAY



DEPTH OF WATER IN MONITORING WELL



BENZENE CONCENTRATIONS (PPB)

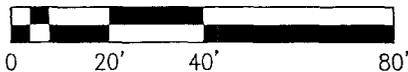


GRO CONCENTRATIONS (PPM)



PID METER READING

SCALE: 1" = 50'-0"



	PROJECT: 207 WEST MORROW STREET SEYMOUR, WI 54165-13	TITLE: FIGURE 6.7: GEOLOGIC SECTION B-B'	ENGINEER K. SINGH & ASSOCIATES, INC. <i>Engineers, Scientists and Environmental Management Consultants</i> 1135 Legion Drive Elm Grove, Wisconsin 53122 Phone: (262) 821-1171 FAX: (262) 821-1174E-mail: singh@execpe.com	DRAWN BY: _____ P.A.R. CHECKED BY: _____ K.A.V. DATE: _____ 08/17/05 PROJECT NO: _____ 4673 DRAWING FILE: _____ 4673 FIG 6.7.dwg

Certification of Legal Descriptions
Parcel Identification Number: 340-058000
(Moeller Property, 207 W. Morrow Street, Seymour, WI 54165)

I, Carl E. Moeller, an adult resident of the State of Wisconsin hereby certify as follows:

1. That I was the secretary of a Wisconsin Domestic Corporation named Moeller Equipment, Inc.
2. That Moeller Equipment, Inc. corporation operated a farm implement dealership at 207 W. Morrow Street in the City of Seymour, State of Wisconsin.
3. That the premises located at 207 W. Morrow Street was legally described as:
A part of Lot 6, Block "E", Assessor's Plat, Seymour, Wisconsin, described as follows, to wit: Beginning at the point of intersection of the north boundary line of Morrow Street with the West boundary line of Washington Street and running thence North along the West line of Washington Street 187 feet, thence West and parallel with the North line of Morrow Street 120 feet, thence South to the North line of Morrow Street 187 feet and thence East along the North line of Morrow Street 120 feet to the place of beginning.
4. That the legal description above describes the parcel affected by the petroleum release at the Moeller Equipment, Inc. farm implement dealership located at 207 W. Morrow Street, Seymour, WI 54165.
5. That Moeller Equipment Inc., a Wisconsin Domestic Corporation ceased operations on December 31, 1995 and was dissolved with the real estate located at 207 W. Morrow Street, Seymour, Wisconsin, 54165, being transferred to Richard C. Moeller and Carl E. Moeller, doing business as C&R Partnership.
6. That attached hereto and incorporated by reference the following exhibits:
Exhibit A - Warranty Deed dated January 25, 1985, recorded as document number 860184 in the Outagamie County Register of Deeds office showing the purchase of 207 W. Morrow Street by Moeller Equipment, Inc. , which deed contains the legal description of the property affected by the petroleum release at the Moeller Equipment, Inc. farm implement dealership.
Exhibit B - City of Seymour, State of Wisconsin plat map showing Lot 6, of Block E for the Assessor's plat for the City of Seymour, State of Wisconsin.
Exhibit C - Outagamie County Assessor's map showing 207 W. Morrow Street as tax parcel number 340058000
Exhibit D - Deed dated December 19, 2002 recorded in the Outagamie County Register of Deeds as document number 1510737, transferring 207 W. Morrow Street from Moeller Equipment, Inc. to Richard C. Moeller and Carl E. Moeller, doing business as C&R Partnership.
7. That the undersigned hereby certifies that the legal description provided above and the attached documents are complete and accurate to the best of my knowledge and correctly describe the parcel affected by petroleum release at 207 W. Morrow Street, Seymour, Wisconsin 54165.

Dated this 14th November, 2006.

Carl E. Moeller
Carl E. Moeller



K. SINGH & ASSOCIATES, INC.

Engineers, Scientists and Environmental Management Consultants

July 12, 2006

Mr. Mike Pepin
Director, Department of Public Works
328 N. Main Street
Seymour, WI 54165

Project #4673

Subject: Notification of Residual Contamination within Right-of Way of Washington Avenue, Seymour, WI. (BRRTS #03-45-526275, Commerce #54165-1315-07)

Dear Mr. Pepin:

The purpose of this letter is to notify the City of Seymour regarding a potential residual petroleum contamination in soil and groundwater within the right-of-way of Washington Avenue along the property at 207 W. Morrow Street, Seymour, WI.

At soil boring B-7, based on the soil quality test results, total xylenes were detected at 4,200 ppb exceeding the Residual Contaminant Level (RCLs), 4,100 ppb for total xylenes, as set forth in NR 720. Residual contamination is expected to be remediated through natural attenuation. The Department of Natural Resources requires that a soil use restriction be recorded to address the residual contamination. Groundwater quality test results are summarized in Table 1. Estimated contamination plume is shown in the Figure attached.

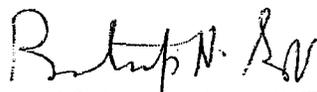
Monitoring well MW-2 is located on the property at 207 W. Morrow Street. Groundwater quality test results are summarized in Table 2. Based on the groundwater quality test results, the benzene concentration (0.91 ppb) and 1,2-dichloroethane (1.3 ppb) in monitoring well MW-2 on April 10, 2006 was exceeding the Preventative Action Limit, 0.5 ppb, as set forth in NR 140. However, the contamination in the groundwater does not exceed the Enforcement Standards, 5 ppb, as set forth in NR 140. Groundwater contamination plume is shown in the Figure attached. The Department of Natural Resources does not require a groundwater use restriction. Since drinking water needs of the City of Seymour are met by municipal wells, it is unlikely that drinking water will be impacted with the residual contamination.

Please use the above details for your information and records. It is our understanding that the residual contamination will be remediated by natural attenuation. Please call us at (262) 821-1171, if you have any questions regarding this submittal.

Sincerely,

K. SINGH & ASSOCIATES, INC.


Keyur Vagharia, M. S.
Staff Engineer


Pratap N. Singh, Ph.D., P.E.
Project Manager

cc: Mr. Carl Moeller, 340 Green Street, Seymour, WI 54165.
Mr. Perry Pierre, 307 S. Main Street, Seymour, WI 54165

Table 1
Soil Quality Test Results 207 W. Morrow Street,
Seymour, WI
Project #4673

Sample No.	Sample Date	Depth (ft bgs)	PID Reading	GRO ppm	DRO ppm	Benzene ppb	Ethylbenzene ppb	Toluene ppb	Xylenes (total) ppb	1,2-Dichloroethane ppb	Naphthalene ppb	Methyl-t-butyl ether ppb	1,2,4-Trimethylbenzene ppb	1,3,5-Trimethylbenzene ppb	Total Lead ppm	n-Butylbenzene ppb	sec-Butylbenzene ppb	Isopropylbenzene ppb	p-Isopropyltoluene ppb	n-Propylbenzene ppb	
B1-3*	4/1/2004	--	--	--	--	<25	<25	<25	2333	<25	724	<25	8020	3490	32	651	<25	<25	<25	54	<25
B2-6*	4/1/2004	--	--	--	--	<25	<25	<25	<75	<25	<25	<25	<25	<25	4.1	<25	<25	<25	<25	<25	<25
B3-3*	4/1/2004	--	--	--	--	<25	<25	<25	<75	<25	<25	<25	<25	<25	--	<25	<25	<25	<25	<25	<25
B-4	7/28/2005	11'-12.5'	BK	<5.5	NT	<27	<27	<27	<27	<27	<55	<27	<27	<27	5.5	<27	<27	<27	<27	<27	<27
B-5	7/29/2005	6'-7.5'	3	<5.9	NT	<30	<30	<30	<100	<30	<59	<30	<30	<30	4.8	<30	<30	<30	<30	<30	<30
B-6	7/29/2005	6'-7.5'	5	NT	NT	<28	<28	<28	<84	NT	NT	<28	<28	<28	5.9	NT	NT	NT	NT	NT	NT
B-7	7/28/2005	6'-7.5'	50	42	NT	<34	<34	<34	4200	<34	710	<34	3000	760	NT	160	55	170	52	510	
B-7	7/28/2005	11'-12.5'	3	<5.6	NT	<28	<28	<28	<95	<28	<56	<28	<28	<28	5.3	<28	<28	<28	<28	<28	<28
B-8	7/28/2005	1'-2.5'	5	NT	NT	<29	<29	<29	<86	NT	310	<29	58	<29	NT	NT	NT	NT	NT	NT	NT
B-8	7/28/2005	6'-7.5'	3	<6.1	NT	<30	<30	<30	<91	NT	<61	<30	<30	<30	<4.8	NT	NT	NT	NT	NT	NT
B-9	7/28/2005	1'-2.5'	BK	NT	NT	<38	<38	<38	<130	<38	<75	<38	<38	<38	NT	<38	<38	<38	<38	<38	<38
B-9	7/28/2005	8.5'-10'	BK	<5.5	NT	<28	<28	<28	<83	NT	<55	<28	<28	<28	4.8	NT	NT	NT	NT	NT	NT
B-10	7/28/2005	8.5'-10'	BK	<6.4	NT	<32	<32	<32	<110	<32	<64	<32	<32	<32	<4.7	<32	<32	<32	<32	<32	<32
B-11	7/29/2005	1'-2.5'	BK	NT	NT	<26	<26	<26	<79	NT	NT	<26	<26	<26	NT	NT	NT	NT	NT	NT	NT
B-11	7/29/2005	6'-7.5'	4	<5.8	NT	<29	<29	<29	<98	<29	<58	<29	<29	<29	5.7	<29	<29	<29	<29	<29	<29
B-12	7/29/2005	6'-7.5'	BK	<6.1	NT	<30	<30	<30	<91	NT	NT	<30	<30	<30	NT	NT	NT	NT	NT	NT	NT
B-13	7/29/2005	4'-8'	2	<6.5	NT	<33	<33	<33	<110	<33	<65	<33	<33	<33	6.1	<33	<33	<33	<33	<33	<33
B-14	7/28/2005	8.5'-10'	5	<5.6	NT	<28	<28	<28	<96	<28	<56	<28	<28	<28	5.2	<28	<28	<28	<28	<28	<28
NR 720.09 RCLs				100	100	5.5	2900	1500	4100	4.9	---	---	---	---	50	---	---	---	---	---	---
NR 746.06 Table 1 (free Product indicator)				---	---	8500	4600	38000	42000	600	2700	---	83000	11000	N/A	---	---	---	---	---	---
NR 746.06 Table 2 (direct contact standard)				---	---	1100	---	---	---	540	---	---	---	---	N/A	---	---	---	---	---	---

Note: ft bgs = feet below ground surface NT - not tested
* - Soil Borings by Miller Engineers

Table 2
 Summary of Groundwater Quality Test Results
 Moeller Property
 207 W. Morrow Street, Seymour, WI
 Project # 4673

Monitoring Well Location	Date	Benzene ppb	Ethylbenzene ppb	MTBE ppb	Naphthalene ppb	Toluene ppb	1,2,4-TMB ppb	1,3,5-TMB ppb	Xylene ppb	1,2-Dichloro ethane ppb	Nitrate ppm	Sulfate ppm	Iron ppm	Lead ppb	Isopropyl Ether ppb	Isopropyl benzene ppb	p-Isopropyl toluene ppb	n-Propyl benzene ppb	
B1*	4/1/2004	549	2000	<20	1120	3750	6940	1940	22290	<29	--	--	--	12	--	140	<30	409	
MW-1	Top of Well Screen (ft, msl): 789.00																		
	Length of Well Screen: 10 ft																		
	8/5/2005	<0.20	<0.5	<0.5	<0.25	<0.2	<0.2	<0.2	<0.5	<0.5	8.1	300	<0.016	<1.4	<0.5	<0.20	<0.2	<0.5	
	1/11/2006	<0.25	<0.22	<0.23	ND	<0.11	<0.25	<0.19	<0.39	NT	NT	NT	NT	NT	NT	NT	NT	NT	
4/10/2006	<0.25	<0.50	<0.50	<0.25	<0.20	<0.25	<0.20	<0.50	<0.50	NT	NT	NT	NT	NT	NT	NT	NT		
MW-2	Top of Well Screen (ft, msl): 788.28																		
	Length of Well Screen: 10 ft																		
	8/5/2005	1.1	55	<0.50	21	2.4	64	22	220	1.8	<0.5	190	<0.016	<3.5	<0.5	3.4	0.29	5.8	
	1/11/2006	0.99	23	<0.5	ND	0.27	12	0.47	3.3	1.6	NT	NT	NT	NT	NT	NT	NT	NT	
4/10/2006	0.91	12	0.53	0.99	0.20	6.4	<0.20	2.7	1.3	NT	NT	NT	NT	ND	NT	NT	NT		
MW-3	Top of Well Screen (ft, msl): 788.98																		
	Length of Well Screen: 10 ft																		
	8/5/2005	<0.20	<0.5	<0.5	<0.25	<0.2	<0.2	<0.2	<0.5	<0.5	9.6	120	<0.016	<1.4	<0.5	<0.2	<0.20	<0.5	
	1/11/2006	<0.25	<0.22	<0.23	ND	<0.11	<0.25	<0.19	<0.39	ND	NT	NT	NT	NT	NT	NT	NT	NT	
4/10/2006	<0.20	<0.50	<0.50	<0.25	<0.20	<0.20	<0.20	<0.50	<0.50	NT	NT	NT	NT	NT	NT	NT	NT		
MW-4	Top of Well Screen (ft, msl): 789.46																		
	Length of Well Screen: 10 ft																		
	8/5/2005	<0.20	<0.5	8.5	<0.25	<0.2	<0.2	<0.2	<0.5	4.3	<0.5	65	<0.016	<1.4	4.2	<0.20	<0.20	<0.50	
	1/11/2006	<0.20	<0.5	3.3	NT	<0.20	<0.20	<0.20	<0.50	0.93	NT	NT	NT	NT	ND	ND	ND	ND	
4/10/2006	0.47	<0.5	1.6	<0.25	<0.20	<0.20	<0.20	<0.50	0.7	NT	NT	NT	NT	ND	ND	ND	ND		
MW-5	Top of Well Screen (ft, msl): 788.22																		
	8/5/2005	<0.20	<0.5	<0.5	<0.25	<0.2	<0.2	<0.20	<0.5	<0.50	8.6	150	<0.016	<1.4	<0.5	<0.2	<0.2	<0.5	
	1/11/2006	Did not have access to well																	
	4/10/2006	<0.20	<0.50	<0.50	<0.25	<0.20	<0.20	<0.20	<0.50	<0.50	NT	NT	NT	NT	NT	NT	NT	NT	
MW-6	Top of Well Screen (ft, msl): 787.58																		
	Length of Well Screen: 10 ft																		
	8/5/2005	<0.20	<.5	<0.5	<0.25	<0.2	<0.2	<0.2	<0.5	<0.5	<0.50	33	0.14	<1.4	<0.5	<0.2	<0.2	<0.5	
	1/11/2006	<2.5	<2.2	<0.23	ND	<1.1	<2.5	<1.9	<3.9	ND	NT	NT	NT	NT	ND	ND	ND	ND	
4/10/2006	<1.0	<2.5	<2.5	<1.2	<1.0	<1.0	<1.0	<2.5	<2.5	NT	NT	NT	NT	ND	ND	ND	ND		
Field Blank	8/5/2005	<0.2	<0.22	<0.5	<0.25	0.31	<0.2	<0.20	<0.5	ND	NT	NT	NT	NT	<0.5	<0.2	<0.2	<0.5	
	1/11/2006	<0.25	<0.5	<0.23	ND	<0.11	<0.25	<0.19	<0.39	ND	NT	NT	NT	NT	NT	NT	NT	NT	
	4/10/2006	<0.25	<0.22	<0.23	NT	<0.11	<0.25	<0.19	<0.39	NT	NT	NT	NT	NT	NT	NT	NT	NT	
NR 140 ES		5	700	60	40	1,000	480	10,000	5	10	250	0.3	15	--	--	--	--		
NR 140 PAL		0.5	140	12	8	200	96	1,000	0.5	2	125	0.15	1.5	--	--	--	--		

Notes:

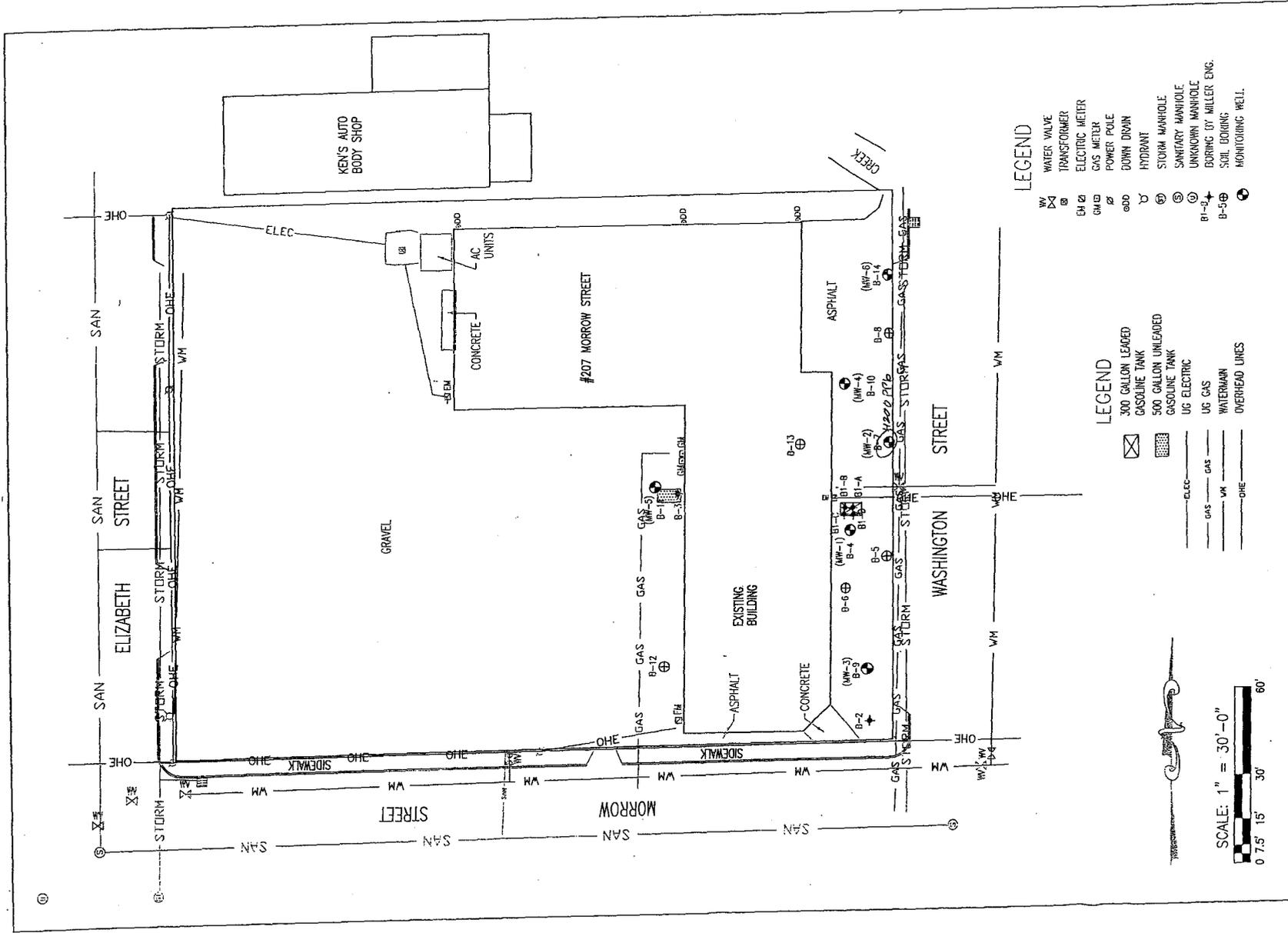
NT = Not Tested

ND = No Detect

Italics = Exceeds NR 140 Preventative Action Limits (PAL)

Bold = Exceeds NR 140 Enforcement Limit (ES)

* - Sample Collected by Miller Engineers



LEGEND

- WV WATER VALVE
- TR TRANSFORMER
- EM ELECTRIC METER
- GM GAS METER
- PP POWER POLE
- DD DOWN DRAIN
- HY HYDRANT
- SM STORM MANHOLE
- UM SANITARY MANHOLE
- UM UNKNOWN MANHOLE
- BB BORING BY MILLER ENG.
- BS SOIL BORING
- MW MONITORING WELL

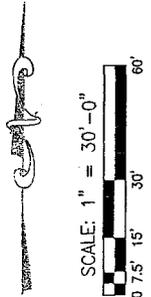
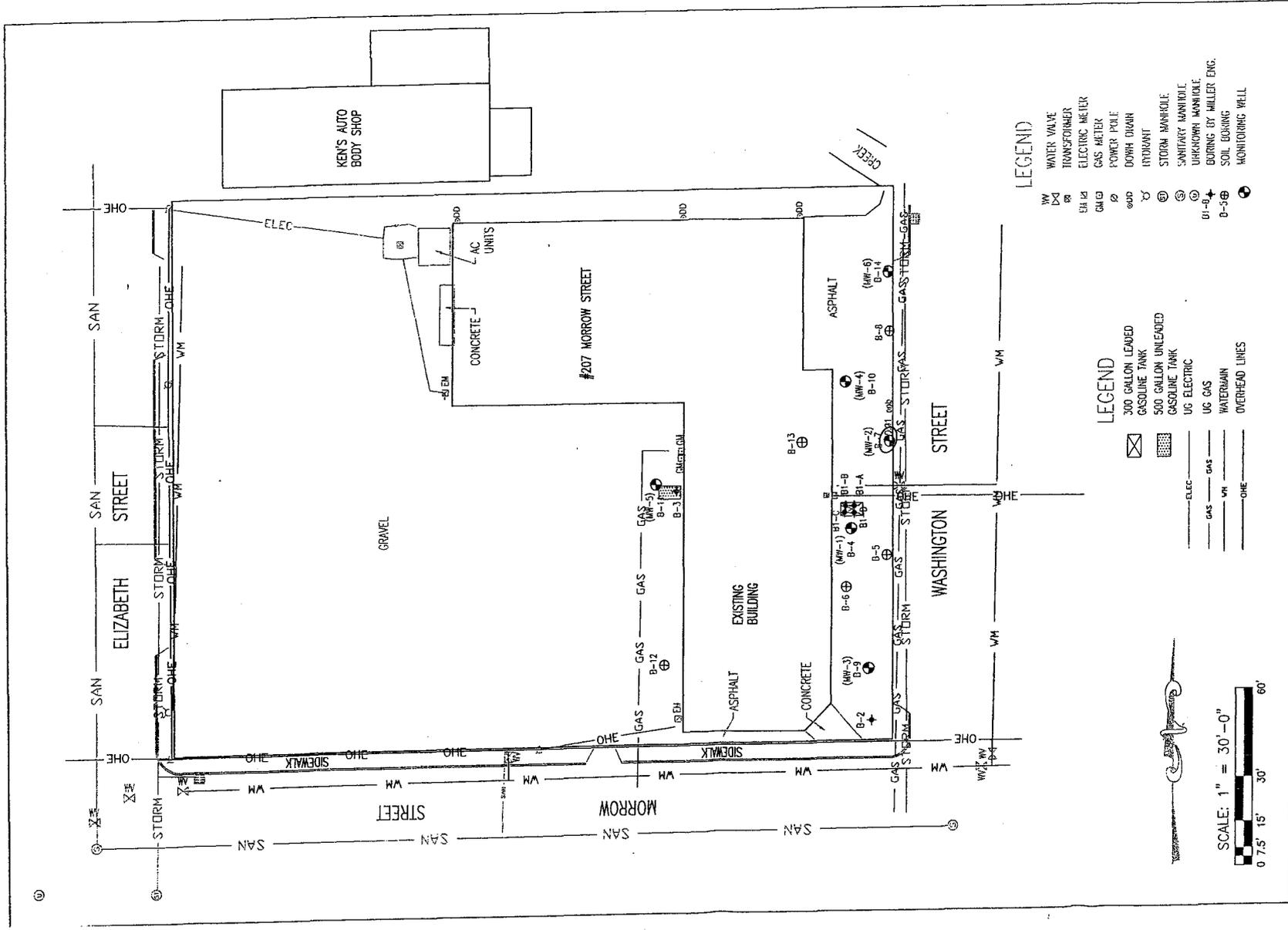
LEGEND

- 300 GALLON LEADED GASOLINE TANK
- 500 GALLON UNLEADED GASOLINE TANK
- UC UC ELECTRIC
- UR UR GAS
- WM WATERMAIN
- OH OVERHEAD UNES



SCALE: 1" = 30'-0"
 0 7.5' 15' 30' 60'

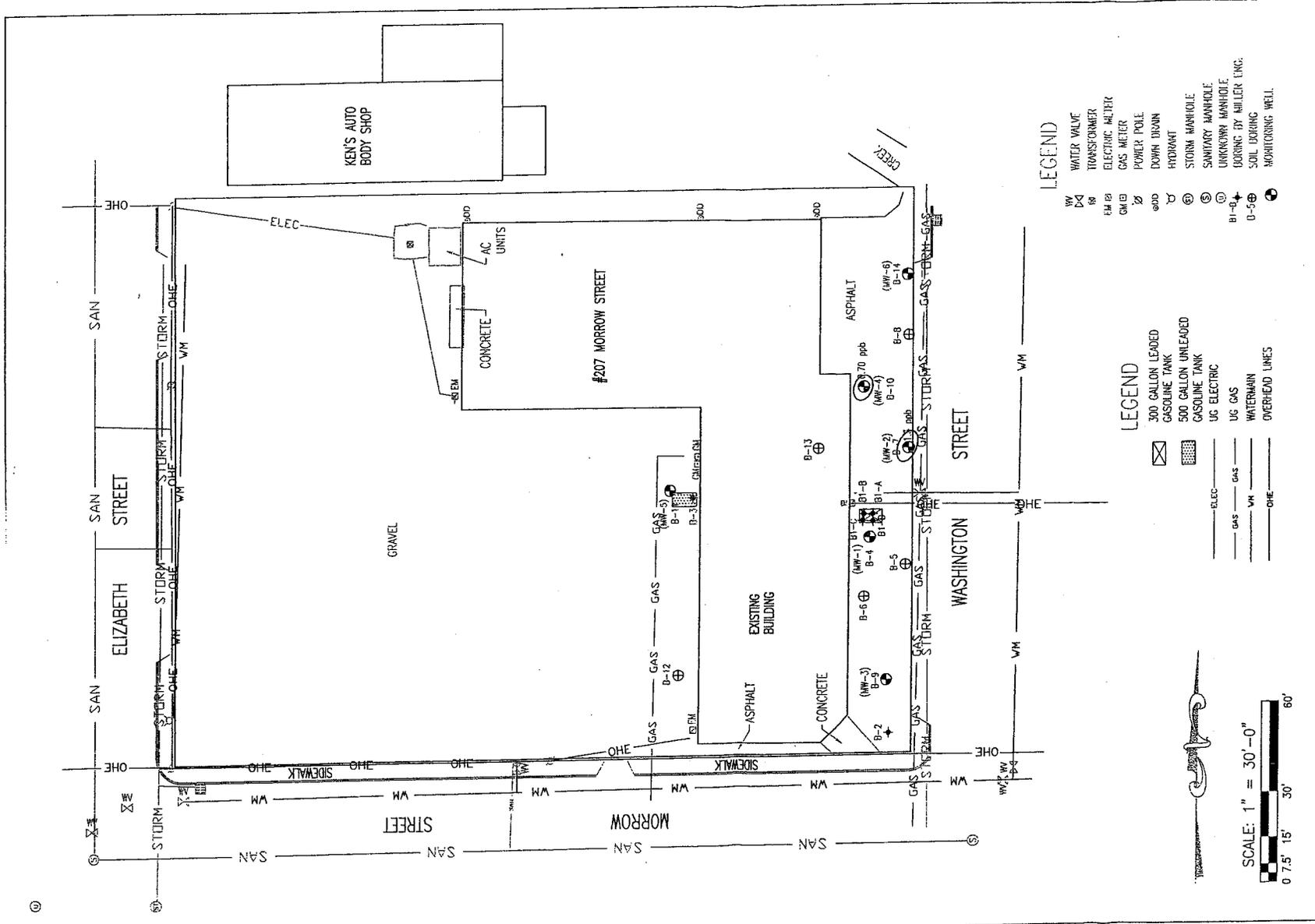
<p>PROJECT 207 WEST MORROW STREET SEYMOUR, WI 54165-13</p>	<p>XYLENES CONCENTRATION PLUME IN SOIL</p>	<p>ENGINEER K. Singh & Associates, Inc. ENVIRONMENTAL & ENVIRONMENTAL MANAGEMENT CONSULTANTS 104 Penn. Main Street, Suite 110 Waukegan, IL 60087 Phone: (715) 254-2235 Fax: (715) 254-2236</p>	<p>DRAWN BY: P.A.R. CHECKED BY: M.K.J. DATE: 08/17/05 PROJECT NO.: 4673 DRAWING FILE: 4673_R10_01</p>
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- LEGEND**
- 300 GALLON LEADED GASOLINE TANK
 - 500 GALLON UNLEADED GASOLINE TANK
 - UC ELECTRIC
 - UC GAS
 - WATERMAIN
 - OVERHEAD LINES

- LEGEND**
- WATER VALVE
 - TRANSFORMER
 - ELECTRIC METER
 - GAS METER
 - POWER POLE
 - DOWN DRAIN
 - HYDRANT
 - STORM MANHOLE
 - SANITARY MANHOLE
 - UNKNOWN MANHOLE
 - BORING BY MILLER ENG.
 - SOIL BORING
 - MONITORING WELL

PROJECT: 207 WEST MORROW STREET SEYMOUR, WI 54165-13	TITLE: FIGURE 6.9: BENZENE CONCENTRATION PLUME IN GROUNDWATER	ENGINEER: K. Singh & Associates, Inc. <small>PROFESSIONAL ENGINEERING & SURVEYING CONSULTANTS 1100 Wisconsin Street, Suite 110 Madison, WI 53706, USA Phone: (608) 224-8399 E-mail: ksig@ksginc.com</small>	
		DRAWN BY: K.A.V.	CHECKED BY: P.N.S.
		DATE: 04/27/05	PROJECT NO.: 4673
		DRAWING FILE: 4673 FIG 6.9	

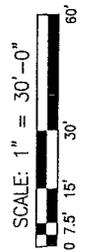


LEGEND

- ☒ 300 GALLON LEADED GASOLINE TANK
- ▒ 500 GALLON UNLEADED GASOLINE TANK
- ELEC
- GAS
- VM
- OHE
- ⊕ UG ELECTRIC
- ⊕ UG GAS
- WATERMAIN
- OVERHEAD LINES

LEGEND

- WV WATER VALVE
- TR TRANSFORMER
- EM ELECTRIC METER
- GM GAS METER
- PP POWER POLE
- DD DOWN DRAIN
- HY HYDRANT
- SM STORM MANHOLE
- UM UNKNOWN MANHOLE
- LD LORING BY MILLER ENG.
- SO SOIL BORING
- MO MONITORING WELL



PROJECT: 207 WEST MORROW STREET SEYMOUR, WI 54165-13	TITLE: FIGURE 6.10: 1,2-DICHLOROBETHANE CONCENTRATION PLUMBE IN GROUNDWATER	ENGINEER: K. Singh & Associates, Inc. <small>ENGINEERS, SCIENTISTS AND ARCHITECTS</small> <small>104 North Main Street, Suite 110</small> <small>Wausau, Wisconsin 54981</small> <small>Phone: (715) 251-9999 Fax: (715) 251-9999</small>	DRAWN BY: K.A.V.
			CHECKED BY: P.N.S.
			DATE: 04/23/08
			PROJECT NO.: 4673
			DRAWING FILE: 4673 FIG 6.10