

**GIS REGISTRY INFORMATION**

**SITE NAME:** SPUR/KWIK-TRIP STATION #1957  
**BRRTS #:** 03-71-000778 **FID # (if appropriate):** \_\_\_\_\_  
**COMMERCE # (if appropriate):** \_\_\_\_\_  
**CLOSURE DATE:** 12/06/2007  
**STREET ADDRESS:** 2005 S. OREGON ST.  
**CITY:** OSHKOSH

**SOURCE PROPERTY GPS COORDINATES** (meters in WTM91 projection): X= 636832 Y= 392407

**CONTAMINATED MEDIA:** Groundwater  Soil  Both   
**OFF-SOURCE GW CONTAMINATION >ES:**  Yes  No

**IF YES, STREET ADDRESS 1:** 225 W. 20TH AVE  
**GPS COORDINATES** (meters in WTM91 projection): X= 636803 Y= 392417

**OFF-SOURCE SOIL CONTAMINATION >Generic or Site-Specific RCL (SSRCL):**  Yes  No

**IF YES, STREET ADDRESS 1:** \_\_\_\_\_  
**GPS COORDINATES** (meters in WTM91 projection): X= \_\_\_\_\_ Y= \_\_\_\_\_

**CONTAMINATION IN RIGHT OF WAY:**  Yes  No

**DOCUMENTS NEEDED:**

- Closure Letter, and any conditional closure letter or denial letter issued X
- Copy of any maintenance plan referenced in the final closure letter. X
- Copy of (soil or land use) deed notice *if any required as a condition of closure* 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 *(if referenced in the legal description)* for all affected properties X
- County Parcel ID number, *if used for county*, for all affected properties # 91410110000 (source) # 91410460000 (offsite) 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. 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, *if required for SI.* (8.5x14" if paper copy) X
- RP certified statement that legal descriptions are complete and accurate X
- Copies of off-source notification letters (if applicable) X
- Letter informing ROW owner of residual contamination (if applicable)(public, highway or railroad ROW) X



## State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

Jim Doyle, Governor  
Matthew J. Frank, Secretary  
Ronald W. Kazmierczak, Regional Director

Oshkosh Service Center  
625 E. CTY Y, Suite 700  
Oshkosh, Wisconsin 54901-9731  
Telephone 920-424-3050  
FAX 920-424-4404

December 6, 2007

Dan Crawford  
Murphy Oil USA  
200 Peach St.  
El Dorado, AR 71730

**SUBJECT:** Final Case Closure with Land Use Limitations or Conditions  
Murphy Oil/Spur Station/Kwik Trip, 2005 S. Oregon St., Oshkosh, WI  
WDNR BRRTS Activity #: 03-71-000778

Dear Mr. Crawford:

On October 31, 2007, the Northeast Regional Closure Committee reviewed the above referenced case for closure. This committee reviews environmental remediation cases for compliance with state laws and standards to maintain consistency in the closure of these cases. On November 1, 2007, you were notified that the Closure Committee had granted conditional closure to this case.

On December 4, 2007, the Department received correspondence indicating that you have complied with the requirements of closure. The well abandonment forms, right-of-way notification letter and cap maintenance plan were received.

Based on the correspondence and data provided, it appears that your case meets the requirements of ch. NR 726, Wisconsin Administrative Code. The Department considers this case closed and no further investigation or remediation is required at this time.

### GIS Registry

The conditions of case closure set out below in this letter require that your site be listed on the Remediation and Redevelopment Program's GIS Registry. The specific reasons are summarized below:

- Residual soil contamination exists that must be properly managed should it be excavated or removed
- Pavement must be maintained over contaminated soil and the state must approve any changes to this barrier
- Groundwater contamination is present above Chapter NR 140 enforcement standards
- The soil vapor extraction system must be properly abandoned if discovered during future redevelopment/excavation (the Department does not have documentation this has been completed)

Information that was submitted with your closure request application will be included on the GIS Registry. To review the sites on the GIS Registry web page, visit <http://dnr.wi.gov/org/aw/rr/gis/index.htm>. If your property is listed on the GIS Registry because of remaining contamination and you intend to construct or reconstruct a well, you will need prior Department approval in accordance with s. NR 812.09(4)(w), Wis. Adm. Code. 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 <http://www.dnr.state.wi.us/org/water/dwg/3300254.pdf> or at the web address listed above for the GIS Registry.

#### Closure Conditions

Please be aware that pursuant to s. 292.12 Wisconsin Statutes, compliance with the requirements of this letter is a responsibility to which the current property owner and any subsequent property owners must adhere. If these requirements are not followed or if additional information regarding site conditions indicates that contamination on or from the site poses a threat to public health, safety, welfare, or the environment, the Department may take enforcement action under s. 292.11 Wisconsin Statutes to ensure compliance with the specified requirements, limitations or other conditions related to the property or this case may be reopened pursuant to s. NR 726.09, Wis. Adm. Code. It is the Department's intent to conduct inspections in the future to ensure that the conditions included in this letter including compliance with referenced maintenance plans are met.

#### Remaining Residual Soil Contamination

Residual soil contamination remains at B-4, SS-13, SS-24 and SS-28 as indicated in the information submitted to the Department of Natural Resources. If soil in the specific locations described above is excavated in the future, then pursuant to ch. NR 718 or, if applicable, ch. 289, Stats., and chs. 500 to 536, the property owner at the time of excavation must sample and analyze the excavated soil to determine if residual contamination remains. If sampling confirms that contamination is present the property owner at the time of excavation will need to determine whether the material would be considered solid or hazardous waste and ensure that any storage, treatment or disposal is in compliance with applicable standards and rules. In addition, all current and future owners and occupants of the property need to be aware that excavation of the contaminated soil may pose an inhalation or other direct contact hazard and as a result special precautions may need to be taken to prevent a direct contact health threat to humans.

#### Cover or Barrier

Pursuant to s. 292.12(2)(a), Wis. Stats., the pavement that currently exists in the location shown on the attached map shall be maintained in compliance with the attached "Pavement Cover Maintenance Plan" dated November 19, 2007, 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, and to prevent direct contact with residual soil contamination that might otherwise pose a threat to human health. If soil in the specific locations described above is excavated in the future, the property owner at the time of excavation must sample and analyze the excavated soil to determine if residual contamination remains. If sampling confirms that contamination is present the property owner at the time of excavation will need to determine whether the material would be considered solid or hazardous waste and ensure that any storage, treatment or disposal is in compliance with applicable statutes and rules. In addition, all current and future owners and occupants of the property need to be aware

that excavation of the contaminated soil may pose an inhalation or other direct contact hazard and as a result special precautions may need to be taken during excavation activities to prevent a health threat to humans.

#### Prohibited Activities

The following activities are prohibited on any portion of the property where pavement is required as shown on the attached map, unless prior written approval has been obtained from the Wisconsin Department of Natural Resources: 1) removal of the existing barrier; 2) replacement with another barrier; 3) excavating or grading of the land surface; 4) filling on capped or paved areas; 5) plowing for agricultural cultivation; or 6) construction or placement of a building or other structure.

#### Remaining Residual Groundwater Contamination

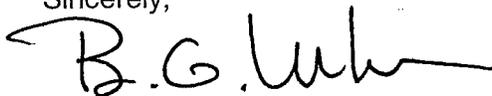
Groundwater impacted by petroleum-related contamination greater than enforcement standards set forth in ch. NR140, Wis. Adm. Code, is present both on the contaminated property and off-site. Off-property owners have been notified of the presence of groundwater contamination. For more detailed information regarding the locations where groundwater samples have been collected (i.e., monitoring well locations) and the associated contaminant concentrations, refer to the Remediation and Redevelopment Program's GIS Registry at <http://dnr.wi.gov/org/aw/rr/gis/index.htm>.

#### Soil Vapor Extraction System Abandonment

If any remnants of the former soil vapor extraction system are found during any future redevelopment they need to be properly abandoned. The remediation shed is no longer onsite, but it is unclear if the piping and other sparge wells were properly abandoned.

The Department appreciates your efforts to restore the environment at this site. If you have any questions regarding this closure decision or anything outlined in this letter, please contact Casey Jones at 920-303-5424.

Sincerely,



Bruce G. Urben  
Northeast Region Remediation & Redevelopment Team Supervisor

Enclosure: Cap maintenance plan

cc: Jason Powell, METCO  
Tom Verstegen, Commerce  
Troy Batzel, Kwik Trip

# PAVEMENT COVER MAINTENANCE PLAN

November 19, 2007

Murphy Oil/Spur Station

Property Located at:

2005 S. Oregon St, Oshkosh, WI 54901

FID # 471107890, WDNR BRRTS # 03-71-000778

See attached deed for legal description (Exhibit A). TAX # 91410110000

## Introduction

This document is the Maintenance Plan for a pavement cover at the above-referenced property in accordance with the requirements of s. NR 724.13(2), Wisconsin Administrative Code. The maintenance activities relate to the existing paved surfaces occupying the area over the contaminated soil and groundwater on the property. The contaminated soil and groundwater is impacted by Gasoline Range Organics, 1,2,4 & 1,3,5-Trimethylbenzene, Benzene, Ethylbenzene, Xylene's, Toluene, and Naphthalene. The location of the paved surfaces and building structure to be maintained in accordance with this Maintenance Plan, as well as the impacted soil are identified in the attached map (Exhibit B).

## Cover Purpose

The paved surfaces over the contaminated soil and groundwater serve as a barrier to prevent direct human contact with residual soil contamination that might otherwise pose a threat to human health. The paved surfaces also act as a partial infiltration barrier to minimize future soil-to-groundwater contaminant migration that would violate the groundwater standards in ch. NR 140, Wisconsin Administrative Code. Based on the current and future use of the property, the barrier should function as intended unless disturbed.

## Annual Inspection

The paved surface overlying the contaminated soil and groundwater as depicted in Exhibit B will be inspected once a year, normally in the spring after all snow and ice is gone, for deterioration, cracks and other potential problems that can cause additional infiltration into underlying soils. The inspections will be performed to evaluate damage due to settling, exposure to the weather, wear from traffic, increasing age and other factors. Any area where soils have become or are likely to become exposed will be documented. A log of the inspections and any repairs will be maintained by the property owner and is included as Exhibit C, Cap Inspection Log. The log will include

recommendations for necessary repair of any areas where underlying soils are exposed. Once repairs are completed, they will be documented in the inspection log. A copy of the inspection log will be sent to the Wisconsin Department of Natural Resources (WDNR) at least annually after every inspection, unless otherwise directed in the case closure letter.

#### Maintenance Activities

If problems are noted during the annual inspections or at any other time during the year, repairs will be scheduled as soon as practical. Repairs can include patching and filling operations or they can include larger resurfacing or construction operations. In the event that necessary maintenance activities expose the underlying soil, the owner must inform maintenance workers of the direct contact exposure hazard and provide them with appropriate personal protection equipment ("PPE"). The owner must also sample any soil that is excavated from the site or property prior to disposal to ascertain if contaminants remain. The soil must be treated, stored and disposed of by the owner in accordance with applicable local, state and federal law.

In the event the paved surfaces overlying the contaminated soil/groundwater are removed or replaced, the replacement barrier must be, at a minimum, equally impervious as the original paved surfaces. Any replacement barrier will be subject to the same maintenance and inspection guidelines as outlined in this Maintenance Plan unless indicated otherwise by the WDNR or its successor.

The property owner, in order to maintain the integrity of the paved surfaces, will maintain a copy of this Maintenance Plan on-site and make it available to all interested parties (i.e. on-site employees, contractors, future property owners, etc.) for viewing.

#### Amendment or Withdrawal of Maintenance Plan

This Maintenance Plan can be amended or withdrawn by the property owner and its successors with the written approval of WDNR.

#### Contact Information - November 2007

Site or Property Owner and Operator:

Troy Batzel  
Kwik Trip, Inc.  
P.O. Box 2107  
La Crosse, WI 54602  
(608) 793-6283

Consultant: Jason T. Powell  
METCO  
1421 US Highway 16  
La Crosse WI, 54601  
(608) 781-8879

WDNR: Casey Jones - WDNR  
625 Cty Rd Y, Suite 700  
Oshkosh, WI 54901  
(920) 303-5424

DOCUMENT NO.

STATE BAR OF WISCONSIN FORM 1 — 1982  
WARRANTY DEED

THIS SPACE RESERVED FOR RECORDING DATA

Registrar's Office  
Winnebago County, Wis.  
Received for record  
this 23 Day of

July  
A.D. 1991 at  
10:00 o'clock AM

*Georgia's Daniel*  
REGISTER OF DEEDS

2200231

*pd*  
*10*

THOMAS J. KIEFFER  
P.O. Box 2107  
La Crosse, WI 54602-2107

Tax Parcel No: 14-1011-00  
14-1014

This Deed, made between .....

Murphy Oil USA, Inc., a Delaware Corporation  
f/k/a Murphy Oil Corp., a Delaware Corporation, Grantor,  
and  
Convenience Store Investments, a Wisconsin  
Limited Partnership, Grantee,

Witnesseth, That the said Grantor, for a valuable consideration.....  
conveys to Grantee the following; described real estate in Winnebago  
County, State of Wisconsin:

Parcel No. 1

lots 1, 2, and 3 in South Side Auto Plat, in the Fourteenth Ward, City of Oshkosh, Winnebago County, State of Wisconsin, excepting therefrom that portion thereof described as follows: Viz: Commencing at the Northeast Corner of said Lot 1; thence south, along the East line of said Lot (being the West line of Oregon Street), 8.5 feet; thence northwesterly to a point on the South line of West 20th Avenue that is 8.5 feet west of the West line of said Oregon Street; thence east, along the South line of said West 20th Avenue, 8.5 feet, to the place of beginning.

Parcel No. 2

lot 4, Southside Auto Plat, Fourteenth Ward, City of Oshkosh, Winnebago County, Wisconsin

This is not homestead property.  
(is) (is not)

Together with all and singular the hereditaments and appurtenances thereunto belonging;  
And, MURPHY OIL USA, INC.  
warrants that the title is good, indefeasible in fee simple and free and clear of encumbrances except recorded easements, municipal ordinances and 1991 general real estate taxes.

and will warrant and defend the same.

Dated this 26th day of June, 1991 W. 7

MURPHY OIL USA, INC.

By: *Maurice Peel* (SEAL)  
Maurice Peel  
Attorney-in-Fact

Attest: *Carla H. Hearnshberger* (SEAL)  
Carla H. Hearnshberger  
Assistant Secretary

Signature(s) .....

authenticated this ..... day of ....., 19.....

TITLE: MEMBER STATE BAR OF WISCONSIN  
(If not, authorized by § 700.00, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY

Thomas J. Kieffer

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

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

TRANSFER

\$ 585.00  
FEE

ENERGY  
CODE

ACKNOWLEDGMENT  
STATE OF ARKANSAS

UNION } ss.  
County.

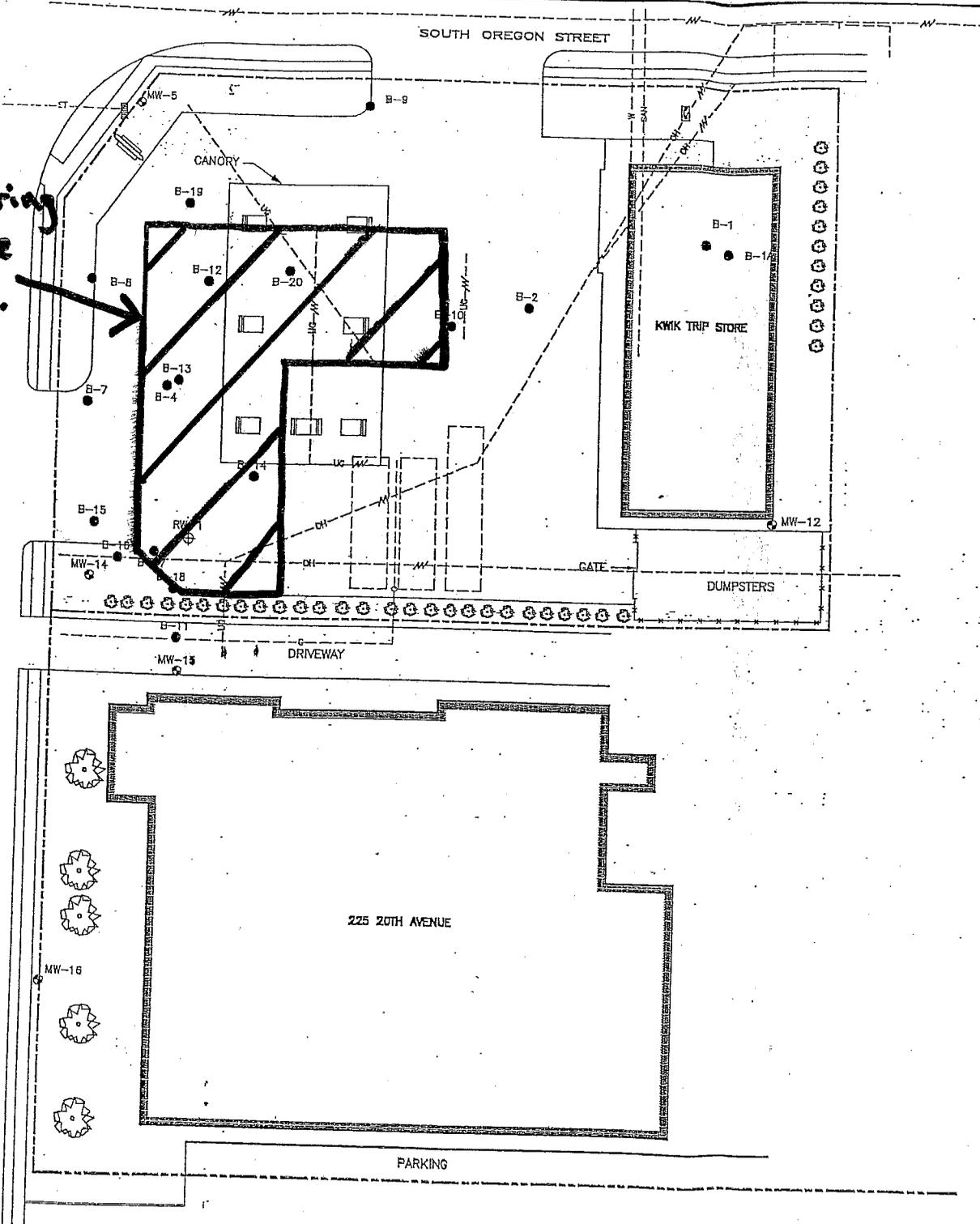
Personally came before me this 26th day of JUNE, 1991, the above named Maurice Peel and Carla H. Hearnshberger, Attorney-in-Fact and Assistant Secretary, respectively, of Murphy Oil USA, Inc. to me known to be the person is who executed the foregoing instrument and acknowledge the same.

*Marna C. Slapin*  
Notary Public, Union, County, WINNEBAGO  
My Commission is permanent (if not, state expiration date: July 1993)

"Exhibit B"

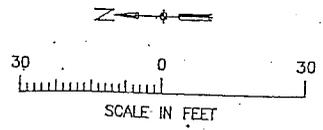
Area requiring cap to be maintained.

WEST 20TH AVE.



LEGEND

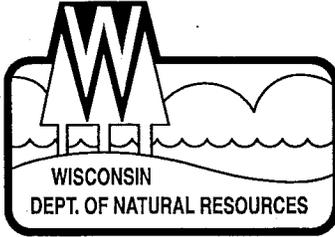
- PROPERTY LINE
- X-X-X- FENCE
- ⊗ BUSHES & TREES
- UNDERGROUND STORAGE TANK
- PUMP ISLAND
- ⊙ MONITORING WELL
- ⊕ RECOVERY WELL
- SOIL BORING
- ELECTRIC
- T- TELEPHONE
- W- WATER
- ST/SAN- STORM/SANITARY SEWER
- G- GAS LINE
- U/OH UNDERGROUND/OVERHEAD



NOTE: APPROXIMATE BUILDING AND UTILITY LOCATIONS. CALL LOCAL UTILITY OPERATOR TO VERIFY UTILITIES BEFORE STARTING ANY SUBSURFACE WORK.

<p><b>FIGURE 2</b> <b>SITE MAP</b></p>		
<p>SPUR KWIK TRIP 2005 SOUTH OREGON STREET OSHKOSH, WISCONSIN</p>		
DATE:	9/25/02	<p>PROJECT NUMBER: 5263.006</p>
PROJECT NUMBER:		





## State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

Jim Doyle, Governor  
Matthew J. Frank, Secretary  
Ronald W. Kazmierczak, Regional Director

Oshkosh Service Center  
625 E. CTY Y, Suite 700  
Oshkosh, Wisconsin 54901-9731  
Telephone 920-424-3050  
FAX 920-424-4404

November 1, 2007

Dan Crawford  
Murphy Oil USA  
200 Peach St.  
El Dorado, AR 71730

Subject: Conditional Closure Decision,  
With Requirements to Achieve Final Closure  
Murphy Oil/Spur Station, 2005 S. Oregon St., Oshkosh, Wisconsin  
WDNR BRRTS Activity # 03-71-000778

Dear Mr. Crawford:

On October 31, 2007, the Northeast Regional Closure Committee reviewed your request for closure of the case described above. The Regional Closure 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 Closure Committee has determined that the petroleum contamination on the site from the former underground storage tank system appears to have been investigated and remediated to the extent practicable under site conditions. Your case has been remediated to Department standards in accordance with s. NR 726.05, Wis. Adm. Code and will be closed if the following conditions are satisfied:

### **MONITORING WELL ABANDONMENT**

The monitoring wells and soil vapor extraction wells or other remediation system at the site must be properly abandoned in compliance with ch. NR 141, Wis. Adm. Code. Documentation of well abandonment must be submitted to Casey Jones on Form 3300-5B found at [www.dnr.state.wi.us/org/water/dwg/gw/](http://www.dnr.state.wi.us/org/water/dwg/gw/) or provided by the Department of Natural Resources.

### **MAINTENANCE PLAN**

To close this site, the Department requires that the impervious cover at the site must be maintained for groundwater protection and direct contact soils. The cover is to be maintained in accordance with a plan prepared and submitted to the Department pursuant to s. NR 724.13(2), Wis. Adm. Code. **Please have your consultant submit a cap maintenance plan.**

### **PURGE WATER, WASTE AND SOIL PILE REMOVAL**

Any remaining purge water, 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. Once that work is completed, please send appropriate documentation regarding the treatment or disposal of the remaining purge water, waste and/or soil piles.

**RIGHT-OF-WAY SOIL AND/OR GROUNDWATER CONTAMINATION**

There is residual soil and/or groundwater contamination in a public street or highway right-of-way at this site. Section NR 726.05(2)(a)4, Wis. Adm. Code, requires you to provide written notification of the presence of residual soil (and groundwater contamination, if present) 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. Section NR 726.05(2)(b)4, Wis. Adm. Code, requires you to also provide written notice of the presence of residual groundwater contamination to the owner of any properties that you do not own within this site that do not have soil contamination if they are affected by groundwater contamination. These notifications must include warnings that excavation of potentially contaminated soil or groundwater may pose inhalation or other direct contact hazards and will require soil and groundwater sampling and analysis, as well as proper storage, treatment, or disposal of any excavated materials, based upon the results of the analysis. **Please send the City of Oshkosh a right-of-way notification for the groundwater contamination at 20<sup>th</sup> Avenue—provide me with a copy of this letter for inclusion on the GIS registry.**

When the above conditions have been satisfied, please submit the appropriate documentation (for example, well abandonment forms, disposal receipts, copies of correspondence, etc.) to verify 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 GIS Registry. To review the site on the GIS Registry web page, visit <http://maps.dnr.state.wi.us/brrts>.

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. If there is equipment purchased with PECFA funds remaining at the site, contact the Commerce PECFA Program to determine the method for salvaging the equipment.

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 920-303-5424.

Sincerely,



Casey L. Jones  
Hydrogeologist  
Remediation & Redevelopment Program

cc: Jason Powell, METCO (e-mail)  
Troy Batzel, Kwik Trip (e-mail)

**Murphy Oil USA Property**

Property Address: 2005 S. Oregon St., Oshkosh, Wisconsin

Property Owner: Kwik Trip, Inc.

Winnebago County Parcel ID No: 91410110000

Geographical Position (WTM91 projection): 636832, 392407

Soil and Groundwater Contamination

**Monroe Property**

Property Address: 225 West 20<sup>th</sup> Ave., Oshkosh, Wisconsin

Property Owner: Mark and Diane Monroe

Winnebago County Parcel ID No: 91410460000

Geographical Position (WTM91 projection): 636803, 392417

Groundwater Contamination

DOCUMENT NO.

STATE BAR OF WISCONSIN FORM 1 - 1982  
WARRANTY DEED

THIS SPACE RESERVED FOR RECORDING DATA

Register's Office  
Winnebago County, Wis.  
Received for record  
this 27 Day of

July  
A.D. 1991  
at 10:00 o'clock AM

*Thomas J. Kieffer*  
REGISTER OF DEEDS

THOMAS J. KIEFFER  
P.O. Box 2107  
La Crosse, WI 54602-2107

Tax Parcel No: 14-1011-00  
14-1014

This Deed, made between .....  
Murphy Oil USA, Inc., a Delaware Corporation  
f/k/a. Murphy Oil Corp., a Delaware Corporation Grantor,  
and  
Convenience Store Investments, a Wisconsin  
Limited Partnership Grantee,  
Witnesseth, That the said Grantor, for a valuable consideration.....  
conveys to Grantee the following; described real estate in Winnebago  
County, State of Wisconsin:

Parcel No. 1

Lots 1, 2, and 3 in South Side Auto Plat, in the Fourteenth Ward, City of Oshkosh, Winnebago County, State of Wisconsin, excepting therefrom that portion thereof described as follows: Viz: Commencing at the Northeast Corner of said Lot 1; thence south, along the East line of said Lot (being the West line of Oregon Street), 8.5 feet; thence northwesterly to a point on the South line of West 20th Avenue that is 8.5 feet west of the West line of said Oregon Street; thence east, along the South line of said West 20th Avenue, 8.5 feet, to the place of beginning.

Parcel No. 2

Lot 4, Southside Auto Plat, Fourteenth Ward, City of Oshkosh, Winnebago County, Wisconsin

This is not ..... homestead property.  
(is) (is not)  
Together with all and singular the hereditaments and appurtenances thereunto belonging;  
And MURPHY OIL USA, INC.  
warrants that the title is good, indefeasible in fee simple and free and clear of encumbrances except  
recorded easements, municipal ordinances and 1991 general real estate taxes.

TRANSFER  
\$ 585.00  
FEE

ENERGY  
CODE

and will warrant and defend the same.  
Date: this 26th ..... day of June ..... 19 91 W. 7

MURPHY OIL USA, INC.  
By: *Maurice Peel* (SEAL)  
Maurice Peel  
Attorney-in-Fact

Attest: *Carla Hearnsharber* (SEAL)  
Carla Hearnsharber  
Assistant Secretary  
AUTHENTICATION

Signature(s) .....  
authenticated this ..... day of ..... 19.....

TITLE: MEMBER STATE BAR OF WISCONSIN  
(If not authorized by § 700.00, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY  
Thomas J. Kieffer

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

ACKNOWLEDGMENT  
STATE OF ARKANSAS  
UNION } ss.  
..... County.  
Personally came before me this 26th day of  
JUNE ..... 1991 the above named  
Maurice Peel and Carla H. Hearnsharber,  
Attorney-in-Fact and Assistant Secretary,  
respectively, of Murphy Oil USA, Inc.

to me known to be the person ..... who executed the foregoing instrument and acknowledge the same.  
*Marion C. [Signature]*  
Notary Public ..... Union ..... County, ARKANSAS  
My Commission is permanent. (If not, state expiration date: June 1, 1992)

Stock No. 11142

423 (8/13/97)

©Wisconsin Bankers Association 1997



FIPCO FINANCIAL INSTITUTION PRODUCTS CORPORATION

Monroe Property

1097374

REGISTER'S OFFICE WINNEBAGO COUNTY, WI RECORDED ON

06-13-2000 10:13 AM

SUSAN WINNINGHOFF REGISTER OF DEEDS

RECORDING FEE 12.00 TRANSFER FEE # OF PAGES 2

DOCUMENT NO.

REAL ESTATE MORTGAGE (For Consumer or Business Mortgage Transactions)

Mark R. Monroe and Diane K. Monroe, husband and wife

("Mortgagor,"

whether one or more) mortgages, conveys and warrants to

Associated Bank, National Association

100 W. Wisconsin Ave., Neenah, WI

("Lender")

in consideration of the sum of Two Hundred Five Thousand Dollars

and no/100

Dollars

(\$ 205,000.00

), loaned or to be loaned to Mark R.

Monroe and Diane K. Monroe

("Borrower," whether one or more), evidenced by Borrower's note(s) or agreement dated

June 9, 2000

the real estate described below, together with all privileges, hereditaments, easements and appurtenances, all rents, leases, issues and profits, all claims, awards and payments made as a result of the exercise of the right of eminent domain, and all existing and future improvements and fixtures (all called the "Property") to secure the Obligations described in paragraph 5 on the reverse side, including but not limited to repayment of the sum stated above plus certain future advances made by Lender.

Recording Area

Name and Return Address

Associated Bank PO Box 2406 Oshkosh, WI 54903

1. Description of Property. (This Property is not the homestead of Mortgagor)

914-1046

Parcel Identifier No.

Lots 32, 33, 34, 35, 36, 37 and 38 in SOUTH SIDE AUTO PLAT, in the Fourteenth Ward, City of Oshkosh, Winnebago County, Wisconsin, excepting therefrom the South 24 Feet of said Lot 32.

(property address: 225 W. 20th Ave., Oshkosh, WI 54902)

- checkboxes for attached sheet, construction mortgage, and Condominium Rider

2. Title. Mortgagor warrants title to the Property, excepting only restrictions and easements of record, municipal and zoning ordinances, current taxes and assessments not yet due and none

3. Escrow. Interest will be paid on escrowed funds if an escrow is required under paragraph 8(a) on the reverse side.

4. Additional Provisions. Mortgagor agrees to the Additional Provisions on the reverse side, which are incorporated herein. The undersigned acknowledges receipt of an exact copy of this Mortgage.

NOTICE TO CUSTOMER IN A TRANSACTION GOVERNED BY THE WISCONSIN CONSUMER ACT (a) DO NOT SIGN THIS BEFORE YOU READ THE WRITING ON THE REVERSE SIDE, EVEN IF OTHERWISE ADVISED. (b) DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES. (c) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN. (d) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS AGREEMENT AND YOU MAY BE ENTITLED TO A PARTIAL REFUND OF THE FINANCE CHARGE.

Signed and Sealed June 9, 2000 (Date)

(SEAL)

Signature of Mark R. Monroe

(SEAL)

(Type of Organization)

By: (Title)

Signature of Diane K. Monroe

(SEAL)

Diane K. Monroe

By: (Title)

(SEAL)

AUTHENTICATION

OR

ACKNOWLEDGEMENT

Signatures of

STATE OF WISCONSIN

County of Winnebago

ss.

This instrument was acknowledged before me on June 9, 2000 by Mark R. Monroe and Diane K. Monroe

(Name(s) of person(s))

authenticated this day of

as

(Type of authority; e.g., officer, trustee, etc., if any)

Title: Member State Bar of Wisconsin or authorized under § 706.06, Wis. Stats

of

(Name of party on behalf of whom instrument was executed, if any)

Signature of Linda M. Griesbach

Notary Public, Wisconsin

My Commission (Expires)(Is) 9-1-2002

This instrument was drafted by

Linda Griesbach for Associated Bank

\*Type or print name signed above.

#### ADDITIONAL PROVISIONS

5. **Mortgage as Security.** This Mortgage secures prompt payment to Lender of (a) the sum stated in the first paragraph of this Mortgage, plus interest and charges according to the terms of the promissory notes or agreement of Borrower to Lender identified on the reverse side, and any extensions, renewals or modifications signed by any Borrower of such promissory notes or agreement, (b) to the extent not prohibited by the Wisconsin Consumer Act (i) any additional sums which are in the future loaned by Lender to any Mortgagor, to any Mortgagor and another or to another guaranteed or endorsed by any Mortgagor primarily for personal, family or household purposes and agreed in documents evidencing the transaction to be secured by this Mortgage, and (ii) all other additional sums which are in the future loaned by Lender to any Mortgagor, to any Mortgagor and another or to another guaranteed or endorsed by any Mortgagor, (c) all interest and charges, and (d) to the extent not prohibited by law, all costs and expenses of collection or enforcement (all called the "Obligations"). This Mortgage also secures the performance of all covenants, conditions and agreements contained in this Mortgage. Unless otherwise required by law, Lender will satisfy this Mortgage upon request by Mortgagor if (a) the Obligations have been paid according to their terms, (b) any commitment to make future advances secured by this Mortgage has terminated, (c) Lender has terminated any line of credit under which advances are to be secured by this Mortgage, and (d) all other payments required under this Mortgage and the Obligations and all other terms, conditions, covenants, and agreements contained in this Mortgage and the documents evidencing the Obligations have been paid and performed.

6. **Taxes.** To the extent not paid to Lender under paragraph 8(a), Mortgagor shall pay before they become delinquent all taxes, assessments and other charges which may be levied or assessed against the Property, or against Lender upon this Mortgage or the Obligations or other debt secured by this Mortgage, upon Lender's interest in the Property, and deliver to Lender receipts showing timely payment.

7. **Insurance.** Mortgagor shall keep the improvements on the Property insured against direct loss or damage occasioned by fire, flood, extended coverage perils and such other hazards as Lender may require, through insurers approved by Lender, in amounts, without co-insurance, not less than the unpaid balance of the Obligations or the full replacement value, whichever is less, and shall pay the premiums when due. The policies shall contain the standard mortgage clause in favor of Lender and, unless Lender otherwise agrees in writing, the original of all policies covering the Property shall be deposited with Lender. Subject to Lender's approval, Borrower is free to select the insurance agent or insurer through which insurance is obtained. Mortgagor shall promptly give notice of loss to insurance companies and Lender. All proceeds from such insurance shall be applied, at Lender's option, to the installments of the Obligations in the inverse order of their maturities (without penalty for prepayment) or to the restoration of the improvements on the Property. In the event of foreclosure of this Mortgage or other transfer of title to the Property, in extinguishment of the indebtedness secured hereby, all right, title, and interest of Mortgagor in and to any insurance then in force shall pass to the purchaser or grantee. If Mortgagor fails to keep any required insurance on the Property, Lender may purchase such insurance for Mortgagor, such insurance may be acquired by Lender solely to protect the interest of Lender (it will not cover Mortgagor's equity in the Property), and Mortgagor's obligation to repay Lender shall be in accordance with Section 10.

8. **Mortgagor's Covenants.** Mortgagor covenants:

- (a) **Escrow.** If an escrow is required by Lender, to pay Lender sufficient funds, at such times as Lender designates, to pay when due (1) the estimated annual real estate taxes and assessments on the Property, (2) all property and hazard insurance premiums, (3) flood insurance premiums, if any, (4) if payments owed under the Obligations are guaranteed by mortgage guaranty insurance, the premiums necessary to pay for such insurance, and (5) other items agreed to be included in the escrow. Lender may, at any time, collect and hold such escrow funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Mortgagor's escrow account under the federal Real Estate Settlement Procedures Act of 1974, as amended from time to time. Lender may estimate the amount of escrow funds due on the basis of current data and reasonable estimates of future expenditures of future escrow account funds or as otherwise required by applicable law. Lender shall apply the escrowed funds against taxes, assessments and insurance premiums when due or as otherwise required by law. Escrowed funds may be commingled with Lender's general funds. If the escrowed funds held by Lender exceed the amount permitted to be held by applicable law, Lender shall account to Mortgagor for the excess escrowed funds in a manner determined by Lender or as otherwise required by applicable law. If the escrowed funds held by Lender at any time are not sufficient to pay the escrow account items when due, Lender may notify Mortgagor in writing, and Mortgagor shall pay to Lender the amount necessary to make up the deficiency in a manner determined by Lender or as otherwise required by applicable law;
- (b) **Condition and Repair.** To keep the Property in good and tenable condition and repair, and to restore or replace damaged or destroyed improvements and fixtures;
- (c) **Liens.** To keep the Property free from liens and encumbrances superior to the lien of this Mortgage and not described in paragraph 2 on the reverse side;
- (d) **Other Mortgages.** To perform all of Mortgagor's obligations and duties under any other mortgage or security agreement on the Property and any obligation to pay secured by such a mortgage or security agreement;
- (e) **Waste.** Not to commit waste or permit waste to be committed upon the Property;
- (f) **Conveyance.** Not to sell, assign, lease, mortgage, convey or otherwise transfer any legal or equitable interest in all or part of the Property, or permit the same to occur without the prior written consent of Lender and, without notice to Mortgagor, Lender may deal with any transferee as to his interest in the same manner as with Mortgagor, without in any way discharging the liability of Mortgagor under this Mortgage or the Obligations;
- (g) **Alteration or Removal.** Not to remove, demolish or materially alter any part of the Property, without Lender's prior written consent, except Mortgagor may remove a fixture, provided the fixture is promptly replaced with another fixture of at least equal utility;
- (h) **Condemnation.** To pay to Lender all compensation received for the taking of the Property, or any part, by condemnation proceeding (including payments in compromise of condemnation proceedings), and all compensation received as damages for injury to the Property, or any part. The compensation shall be applied in such manner as Lender determines to rebuilding of the Property or to the Obligations in the inverse order of their maturities (without penalty for prepayment);
- (i) **Inspection.** Lender and its authorized representatives may enter the Property at reasonable times to inspect it, and at Lender's option to repair or restore the Property and to conduct environmental assessments and audits of the Property;
- (j) **Ordinances.** To comply with all laws, ordinances and regulations affecting the Property; and
- (k) **Subrogation.** That Lender is subrogated to the lien of any mortgage or other lien discharged, in whole or in part, by the proceeds of the note(s) or agreement identified on the reverse side.

9. **Environmental Laws.** Mortgagor represents, warrants and covenants to Lender (a) that during the period of Mortgagor's ownership or use of the Property no substance has been, is or will be present, used, stored, deposited, treated, recycled or disposed of on, under, in or about the Property in a form, quantity or manner which is known to be present on, under, in or about the Property would require clean-up, removal or some other remedial action ("Hazardous Substance") under any federal, state or local laws, regulations, ordinances, codes or rules ("Environmental Laws"); (b) that Mortgagor has no knowledge, after due inquiry, of any prior use or existence of any Hazardous Substance on the Property by any prior owner of or person using the Property; (c) that, without limiting the generality of the foregoing, Mortgagor has no knowledge, after due inquiry, that the Property contains asbestos, polychlorinated biphenyl components (PCBs) or underground storage tanks; (d) that there are no conditions existing currently or likely to exist during the term of this Mortgage which would subject Mortgagor to any damages, penalties, injunctive relief or clean-up costs in any governmental or regulatory action or third-party claims relating to any Hazardous Substance; (e) that Mortgagor is not subject to any court or administrative proceeding, judgment, decree, order or citation relating to any Hazardous Substance; and (f) that Mortgagor in the past has been, at the present is, and in the future will remain in compliance with all Environmental Laws. Mortgagor shall indemnify and hold harmless Lender, its directors, officers, employees and agents from all loss, cost (including reasonable attorneys' fees and legal expenses), liability and damage whatsoever directly or indirectly resulting from, arising out of, or based upon (i) the presence, use, storage, deposit, treatment, recycling or disposal, at any time, of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, (ii) the violation or alleged violation of any Environmental Law, permit, judgment or license relating to the presence, use, storage, deposit, treatment, recycling or disposal of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, or (iii) the imposition of any governmental lien for the recovery of environmental clean-up costs expended under any Environmental Law. Mortgagor shall immediately notify Lender in writing of any governmental or regulatory action or third-party claim instituted or threatened in connection with any Hazardous Substance on, in, under or about the Property.

10. **Authority of Lender to Perform for Mortgagor.** If Mortgagor fails to perform any of Mortgagor's duties set forth in this Mortgage, Lender may after giving Mortgagor any notice and opportunity to perform which are required by law, perform the duties or cause them to be performed, including without limitation signing Mortgagor's name or paying any amount so required, and the cost shall be due on demand and secured by this Mortgage, bearing interest at the highest rate stated in any document evidencing an Obligation, but not in excess of the maximum rate permitted by law, from the date of expenditure by Lender to the date of payment by Mortgagor.

11. **Default; Acceleration; Remedies.** If (a) there is a default under any Obligation secured by this Mortgage, or (b) Mortgagor fails timely to observe or perform any of Mortgagor's covenants or duties contained in this Mortgage, then, at the option of Lender each Obligation will become immediately payable unless notice to Mortgagor or Borrower and an opportunity to cure are required by § 425.105, Wis. Stats., or the document evidencing the Obligation and, in that event, the Obligation will become payable if the default is not cured as provided in that statute or the document evidencing the Obligation or as otherwise provided by law. If Lender exercises its option to accelerate, the unpaid principal and interest owed on the Obligation, together with all sums paid by Lender as authorized or required under this Mortgage or any Obligation, shall be collectible in a suit at law or by foreclosure of this Mortgage by action, or both, or by the exercise of any other remedy available at law or equity.

12. **Waiver.** Lender may waive any default without waiving any other subsequent or prior default by Mortgagor.

13. **Power of Sale.** In the event of foreclosure, Lender may sell the Property at public sale and execute and deliver to the purchasers deeds of conveyance pursuant to statute.

14. **Assignment of Rents and Leases.** Mortgagor assigns and transfers to Lender, as additional security for the Obligations, all rents which become or remain due or are paid under any agreement or lease for the use or occupancy of any part or all of the Property. Until the occurrence of an event of default under this Mortgage or any Obligation, Mortgagor has the right to collect the rents, issues and profits from the Property, but upon the occurrence of such an event of default, and the giving of notice by Lender to Mortgagor declaring that constructive possession of the Property is in Lender, Mortgagor's license to collect is terminated and Lender shall be entitled to such rents, issues and profits and may, after giving Mortgagor any notice and opportunity to perform required by law, notify any or all tenants to pay all such rents directly to Lender. All such payments shall be applied in such manner as Lender determines to payments required under this Mortgage and the Obligations. This assignment shall be enforceable and Lender shall be entitled to take any action to enforce the assignment (including notice to the tenants to pay directly to Lender or the commencement of a foreclosure action) without seeking or obtaining the appointment of a receiver or possession of the Property.

15. **Receiver.** Upon the commencement or during the pendency of an action to foreclose this Mortgage, or enforce any other remedies of Lender under it, without regard to the adequacy or inadequacy of the Property as security for the Obligations, Mortgagor agrees that the court may appoint a receiver of the Property (including homestead interest) without bond, and may empower the receiver to take possession of the Property and collect the rents, issues and profits of the Property and exercise such other powers as the court may grant until the confirmation of sale, and may order the rents, issues and profits, when so collected, to be held and applied as the court may direct.

16. **Foreclosure Without Deficiency Judgment.** If the Property is a one-to-four family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church or owned by a tax exempt charitable organization, Mortgagor agrees to the provision of § 846.101 Wis. Stats., and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate of 20 acres or less six months after a foreclosure judgment is entered. If the Property is other than a one-to-four family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church or a tax exempt charitable organization, Mortgagor agrees to the provisions of § 846.103, Wis. Stats., and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate three months after a foreclosure judgment is entered.

17. **Expenses.** To the extent not prohibited by law, Mortgagor shall pay all reasonable costs and expenses before and after judgment, including without limitation, attorneys' fees, fees and expenses for environmental assessments, inspections and audits, and fees and expenses for obtaining title evidence incurred by Lender in protecting or enforcing its rights under this Mortgage.

18. **Severability.** Invalidity or unenforceability of any provision of this Mortgage shall not affect the validity or enforceability of any other provision.

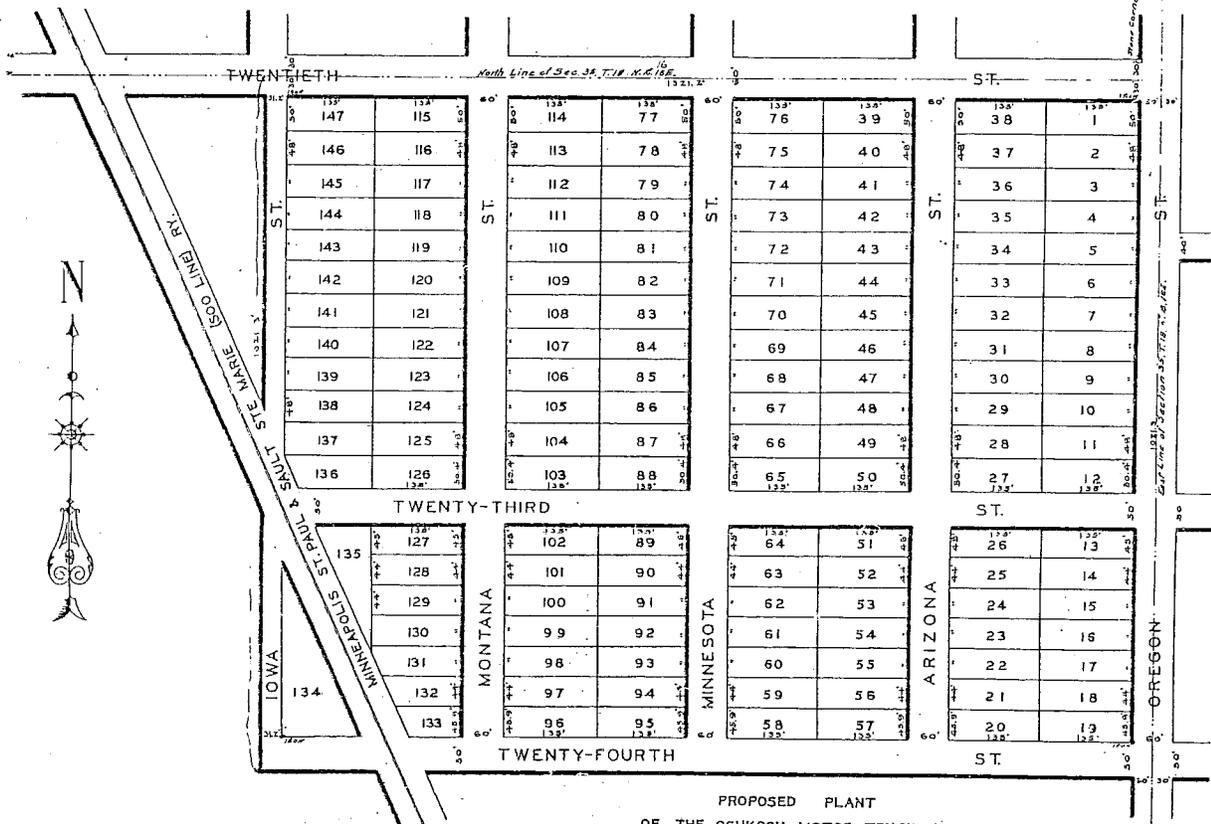
19. **Successors and Assigns.** The obligations of all Mortgagors are joint and several. This Mortgage benefits Lender, its successors and assigns, and binds Mortgagor(s) and their respective heirs, personal representatives, successors and assigns.

20. **Entire Agreement.** This Mortgage is intended by the Mortgagor and Lender as a final expression of this Mortgage and as a complete and exclusive statement of its terms, there being no conditions to the full effectiveness of this Mortgage. No parol evidence of any nature shall be used to supplement or modify any terms

# SOUTH SIDE AUTO PLAT 7

IN THE TOWN OF ALGOMA, WINNEBAGO COUNTY, STATE OF WISCONSIN.

SCALE 1"=100'



PROPOSED PLANT  
OF THE OSHKOSH MOTOR TRUCK CO.

## SURVEYORS CERTIFICATE.

I, G.H. Randall, Surveyor do hereby certify that I have surveyed and blatted into lots the South Side Auto plat by order of the probudors, said plat is composed of the following described real estate, viz, the North ten hundred and twenty one and three tenths feet of the North East one quarter of the North East one quarter of Section 35 Town 10, North of Range Sixteen East. I have fully complied with the provisions of Chapter 101 of the revised Statutes of the State of Wisconsin in surveying and mapping the same.

G.H. Randall, surveyor  
Nov. 1st 1920.

I, the undersigned proprietor of the South Side Auto plat do hereby certify that I caused the land described in the above certificate of G.H. Randall surveyor to be surveyed and mapped as shown on this plat.

Witness  
Geo. S. Caterton  
Alvin Hest.

State of Wisconsin ss.  
County of Winnebago.

Personally appeared before me on this the 22<sup>nd</sup> day of March A.D. 1920, Emma Slaty, known to me as the party who signed the above certificate and acknowledged the same as her own free act and deed. Also G.H. Randall surveyor who acknowledged signing the certificate as surveyor.

Alvin Hest  
Notary Public for Wis.  
My Commission expires 31/1922



## RESOLUTION.

Resolved by the Common Council of the City of Oshkosh, Winnebago County Wisconsin that the South Side Auto plat be, and the same is hereby approved.

City Clerk Office Oshkosh Wis, I, Don Mihal, City Clerk of the City of Oshkosh Wis, do hereby certify that the above resolution was adopted by the Common Council of the City of Oshkosh on the 31st day of March, A.D. 1920 in witness where of I have hereunto set my hand and affixed the corporate seal of the City of Oshkosh Wis on this the 31st day of March 1920.

Don Mihal, City Clerk.



Resolved by the Town Board of the Town of Algoma, Winnebago Co. Wis that the South Side Auto Plat be and the same is hereby approved.

I, George H. Jones, Town Clerk of the Town of Algoma, Winnebago Co. Wis do hereby certify that the Town Board passed the above resolution.

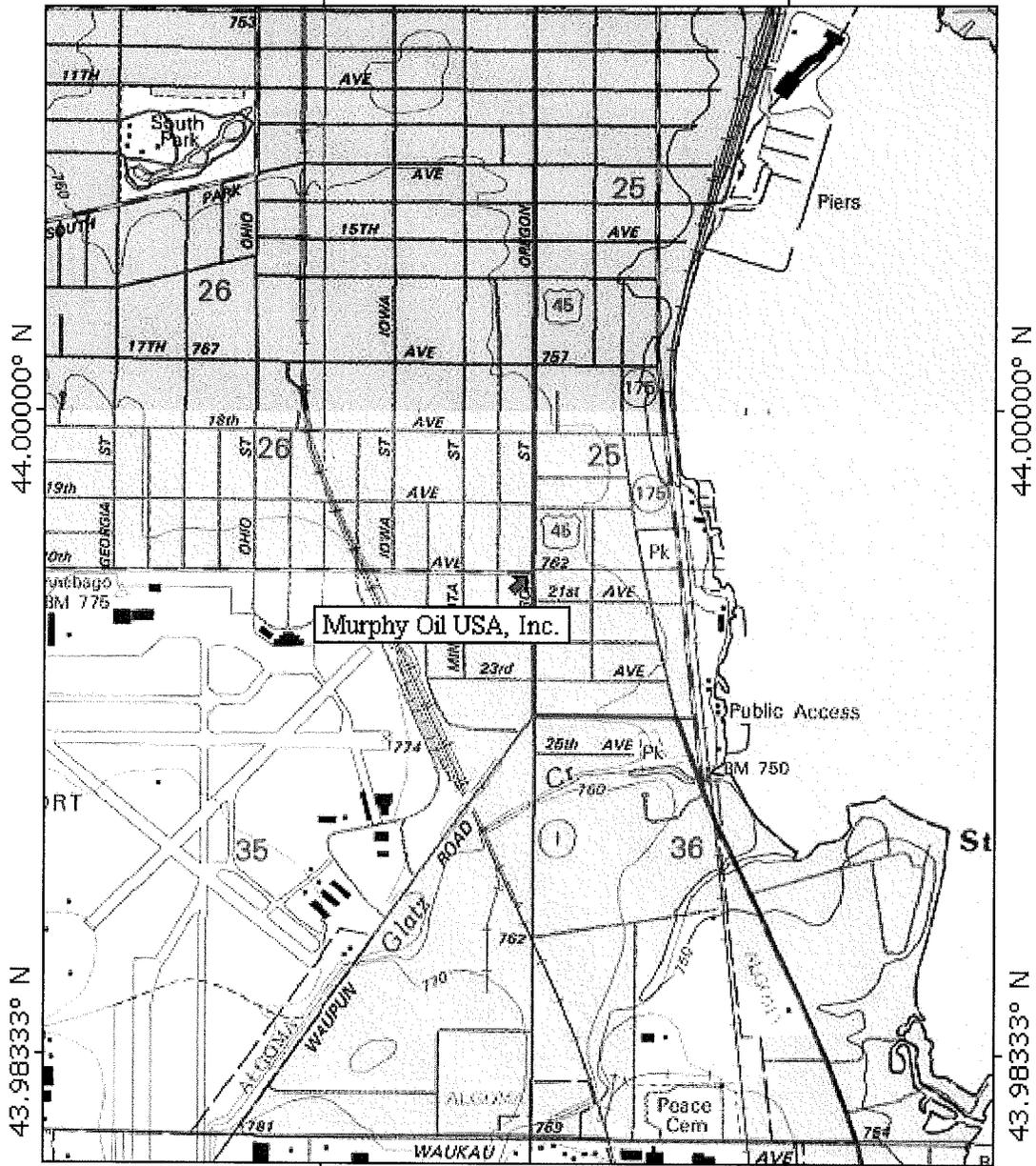
George H. Jones,  
Town Clerk.

I, S.G. Stearns, Registrar of Deeds, Winnebago County Wisconsin do hereby certify that I have compared the attached copy of plat with the original, blatted on record in the office of the Register of Deeds of said County and that the same is a true and correct copy of said plat and of the whole thereof.

Dated this 4<sup>th</sup> day of Nov. 1920.  
S.G. Stearns,  
Registrar of Deeds, Win. Co. Wis.

RECORDED  
INDEXED  
FILED  
NOV 11 1920  
REGISTER

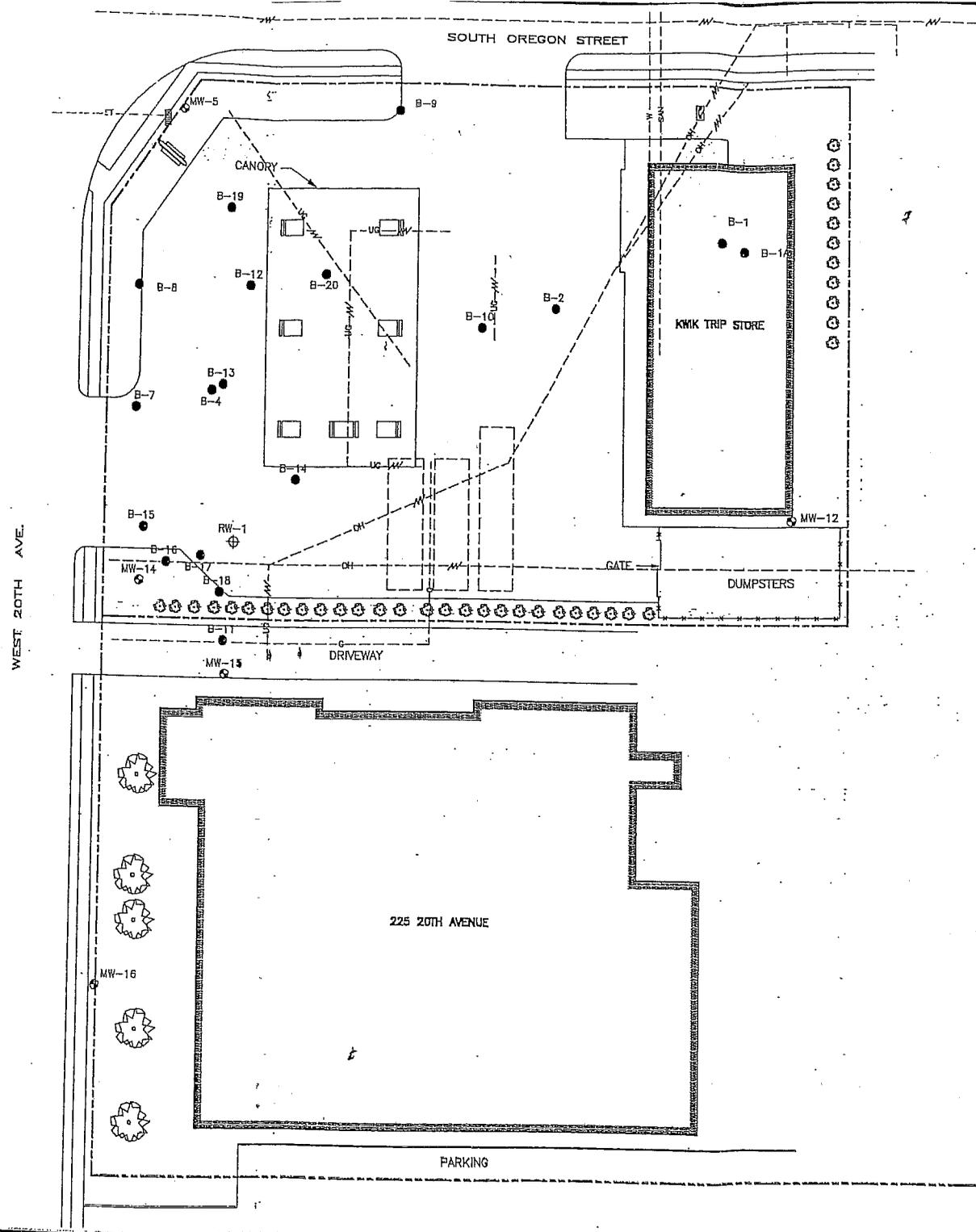
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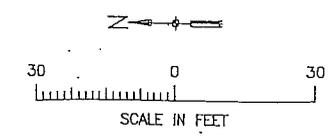
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 0 1000 FEET 0 500 1000 METERS  
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SITE LOCATION MAP – CONTOUR INTERVAL 10 FEET
MURPHY OIL USA, INC. – OSHKOSH, WI
SEAMLESS USGS TOPOGRAPHIC MAPS ON CD-ROM



- LEGEND**
- PROPERTY LINE
  - X-X-X- FENCE
  - ★ BUSHES & TREES
  - UNDERGROUND STORAGE TANK
  - PUMP ISLAND
  - MONITORING WELL
  - RECOVERY WELL
  - SOIL BORING
  - ~ ELECTRIC
  - T- TELEPHONE
  - W- WATER
  - ST/SAN- STORM/SANITARY SEWER
  - G- GAS LINE
  - UG/OH UNDERGROUND/OVERHEAD



NOTE: APPROXIMATE BUILDING AND UTILITY LOCATIONS. CALL LOCAL UTILITY OPERATOR TO VERIFY UTILITIES BEFORE STARTING ANY SUBSURFACE WORK.

<b>FIGURE 2 SITE MAP</b>		<b>DPRA ENVIRONMENTAL</b>
SPUR KWIK TRIP 2005 SOUTH OREGON STREET OSHKOSH, WISCONSIN		
DATE:	9/25/02	
PROJECT NUMBER:	5263.006	

Groundwater Analytical Results Summary  
MURPHY OIL USA, INC. LUST Site BRRTS# 03-71-000778

Well RW-1

PVC Elevation = 762.72 (feet) (MSL)

Date	Water Elevation (in feet)	Depth to Water (in feet)	GRO (ppb)	Benzene (ppb)	Ethyl Benzene (ppb)	MTBE (ppb)	Naphthalen� (ppb)	Toluene (ppb)	Trimethyl-benzenes (ppb)	Xylene (Total) (ppb)
1/20/1994	746.84	15.88	ND	ND	ND	ND	ND	ND	ND	ND
2/1/1994	745.94	16.78	ND	ND	ND	ND	ND	ND	ND	ND
3/24/1994	746.68	16.04	196	<b>9.5</b>	4.7	ND	---	ND	11.2	7.1
4/5/1994	747.08	15.64	317	<b>17.6</b>	8.4	ND	3.1	ND	20.5	21.4
5/5/1994	751.05	11.67	ND	ND	ND	4.6	---	ND	ND	ND
6/14/1994	749.45	13.27	1360	<b>109</b>	37.6	ND	---	5.5	59.3	97.2
6/29/1994	748.85	13.87	192	<b>22.8</b>	4.7	ND	ND	ND	17	6.3
9/8/1994	746.79	15.93	257	<b>18</b>	3.6	ND	---	ND	23	17
10/5/1994	747.41	15.31	ND	<i>3.46</i>	ND	---	---	ND	1.73	ND
11/9/1994	738.90	23.82	ND	<b>5.2</b>	ND	---	---	ND	ND	ND
2/28/1995	746.30	16.42	ND	<i>2.57</i>	ND	ND	---	ND	ND	ND
3/16/1995	744.41	18.31	ND	<b>5.7</b>	ND	ND	---	ND	ND	ND
4/11/1995	744.92	17.80	185	<i>1.5</i>	2.28	ND	---	ND	ND	ND
5/9/1995	NM	NM	238	<b>17.4</b>	6.3	ND	---	ND	10	6.9
6/15/1995	747.27	15.45	396	<b>25.2</b>	9.9	ND	---	ND	15.2	19.3
7/13/1995	745.82	16.90	248	<b>14.9</b>	5.1	ND	---	ND	12.5	13.3
10/24/1995	750.71	12.01	ND	<i>0.992</i>	ND	ND	---	ND	ND	ND
11/21/1995	747.12	15.60	548	<b>55.6</b>	6.56	ND	ND	2.1	10.5	20.8
12/26/1995	747.01	15.71	662	<b>23.3</b>	8.03	3.57	---	ND	69.1	46.1
1/31/1996	NM	NM	233	<b>15.1</b>	2.3	ND	1.87	ND	9.82	5.57
3/8/1996	NM	NM	ND	ND	ND	ND	---	ND	ND	ND
5/2/1996	NM	NM	50.2	<i>0.8</i>	ND	ND	---	ND	ND	ND
5/15/1996	749.54	13.18	109	<b>14.9</b>	ND	ND	---	ND	ND	ND
6/11/1996	750.38	12.34	117	<b>6.56</b>	1.09	ND	---	ND	ND	ND
7/16/1996	748.86	13.86	429	<b>39.7</b>	ND	ND	---	1.8	ND	ND
10/25/1996	747.11	15.61	ND	ND	ND	ND	---	ND	ND	ND
1/7/1997	747.07	15.65	ND	ND	ND	ND	---	ND	4.7	ND
4/21/1997	749.78	12.94	ND	ND	1.4	ND	---	2.6	ND	8.1
7/11/1997	750.96	11.76	ND	ND	ND	ND	---	ND	ND	ND
1/13/1998	746.73	15.99	ND	ND	ND	ND	---	ND	ND	ND
1/29/1998	746.48	16.24	ND	ND	ND	ND	---	ND	ND	ND
4/16/1998	752.85	9.87	ND	ND	ND	ND	---	ND	ND	ND
7/28/1998	747.78	14.94	ND	ND	ND	ND	---	ND	ND	ND
10/21/1998	747.06	15.66	ND	ND	ND	ND	---	ND	ND	ND
1/14/1999	745.80	16.92	54.6	ND	ND	ND	---	1.46	1.89	3.99
4/6/1999	748.36	14.36	ND	ND	ND	ND	---	ND	ND	ND
7/21/1999	753.17	9.55	ND	<i>0.185</i>	ND	ND	---	ND	ND	ND
2/8/2000	745.48	17.24	ND	ND	ND	ND	---	ND	ND	ND
4/6/2000	747.52	15.20	NOT SAMPLED							
7/31/2000	748.36	14.36	ND	ND	ND	ND	---	ND	ND	ND
10/12/2000	747.75	14.97	NOT SAMPLED							
1/8/2001	746.42	16.30	ND	ND	ND	ND	---	ND	ND	ND
5/14/2001	752.18	10.54	NOT SAMPLED							
10/24/2001	747.43	15.29	ND	ND	ND	ND	---	ND	ND	ND
2/12/2002	746.92	15.80	NOT SAMPLED							
8/5/2002	748.60	14.12	0.27	ND	ND	ND	---	ND	ND	ND
1/4/2007	748.41	14.31	NS	<i>1.12</i>	2.24	<0.52	20.3	<0.78	72.3	12.62

Note: Bold type indicates an ES exceedance, *italics* indicates a PAL exceedance. NS = not sampled, NM = Not Measured

Groundwater Analytical Results Summary  
MURPHY OIL USA, INC. LUST Site BRRTS# 03-71-000778

Well MW-3

PVC Elevation = 762.66 (feet) (MSL)

Date	Water Elevation (in feet)	Depth to Water (in feet)	GRO (ppb)	Benzene (ppb)	Ethyl Benzene (ppb)	MTBE (ppb)	Naphthalene (ppb)	Toluene (ppb)	Trimethyl-benzenes (ppb)	Xylene (Total) (ppb)
8/15/1991	749.14	13.52	11000	<b>310</b>	240	24	---	1100	690	1600
9/20/1991	748.24	14.42	49000	<b>230</b>	<b>1300</b>	ND	<b>350</b>	<b>1900</b>	<b>2900</b>	<b>4900</b>
12/5/1991	755.70	6.96	59000	<b>330</b>	<b>920</b>	ND	---	<b>2200</b>	<b>2870</b>	<b>5100</b>
4/2/1992	750.35	12.31	6200	<b>59</b>	240	ND	---	560	<b>680</b>	1300
7/6/1992	748.23	14.43	11000	<b>65</b>	340	ND	---	550	<b>1210</b>	1900
10/16/1992	748.93	13.73	94000	<b>1200</b>	<b>2500</b>	ND	<b>1000</b>	<b>7800</b>	<b>4020</b>	<b>14000</b>
3/4/1993	748.32	14.34	22000	<b>130</b>	180	ND	<b>220</b>	290	<b>1700</b>	2000
6/22/1993	757.20	5.46	2800	<b>89</b>	28	ND	ND	21	185	190
11/10/1993	747.98	14.68	26000	<b>230</b>	<b>1000</b>	11	<b>480</b>	<b>1300</b>	<b>3060</b>	<b>6100</b>
1/20/1994	746.83	15.83	28000	<b>810</b>	<b>1900</b>	ND	---	<b>3500</b>	<b>3120</b>	<b>10000</b>
4/5/1994	747.88	14.78	24400	<b>490</b>	<b>1260</b>	ND	---	<b>3290</b>	<b>2523</b>	<b>8078</b>
6/29/1994	747.81	14.85	19300	<b>123</b>	<b>853</b>	ND	---	<b>1210</b>	<b>2890</b>	<b>5560</b>
10/5/1994	747.24	15.42	17600	<b>180</b>	635	ND	ND	<b>1310</b>	<b>1640</b>	<b>5080</b>
1/5/1995	746.52	16.14	13300	<b>139</b>	527	ND	<b>669</b>	734	<b>3006</b>	<b>6500</b>
4/11/1995	746.79	15.87	10100	<b>67.8</b>	125	ND	<b>114</b>	68.4	<b>1570</b>	<b>2524</b>
7/13/1995	747.38	15.28	18100	<b>164</b>	89.8	ND	82.2	ND	<b>1820</b>	<b>2837</b>
10/24/1995	750.50	12.16	17600	<b>116</b>	396	ND	<b>376</b>	454	<b>2153</b>	<b>2300</b>
5/2/1996	751.12	11.54	15600	<b>149</b>	<b>710</b>	ND	<b>332</b>	794	<b>2827</b>	<b>5030</b>
7/16/1996	749.82	12.84	7830	<b>214</b>	ND	ND	69.5	188	<b>912</b>	<b>1599</b>
8/2/1996	749.11	13.55	2550	<b>121</b>	81.1	ND	---	181	201	713
10/25/1996	746.87	15.79	17000	<b>189</b>	<b>780</b>	ND	<b>199</b>	<b>1300</b>	<b>2737</b>	<b>5090</b>
1/7/1997	747.05	15.61	3810	<b>29.2</b>	87.3	ND	46.3	236	<b>654</b>	<b>1260</b>
3/10/1997	742.91	19.75	6960	<b>17.3</b>	93.1	ND	---	268	<b>708</b>	<b>1112</b>
4/21/1997	748.78	13.88	6780	<b>15.8</b>	91.6	ND	40.1	103	<b>681</b>	<b>1328</b>
4/22/1997	NM	NM	6870	<b>26.6</b>	154	ND	---	164	<b>764</b>	<b>1658</b>
5/6/1997	747.71	14.95	1890	<b>16.8</b>	38.7	ND	---	55.4	236	519
6/23/1997	750.17	12.49	2320	<b>19.8</b>	31.4	ND	---	27.3	75.6	286
7/11/1997	747.96	14.70	1590	<b>20.9</b>	25.9	ND	22.8	22.7	74.6	234
ABANDONED										

Note: Bold type indicates an ES exceedance, *italics* indicates a PAL exceedance. NS = not sampled, NM = Not Measured

**Groundwater Analytical Results Summary**  
**MURPHY OIL USA, INC. LUST Site BRRTS# 03-71-000778**

**Well MW-5**

**PVC Elevation =** 765.63 (feet) (MSL)

Date	Water Elevation (in feet)	Depth to Water (in feet)	GRO (ppb)	Benzene (ppb)	Ethyl Benzene (ppb)	MTBE (ppb)	Naphthalene (ppb)	Toluene (ppb)	Trimethyl-benzenes (ppb)	Xylene (Total) (ppb)
9/20/1991	748.52	17.11	ND	ND	ND	ND	ND	ND	ND	ND
12/5/1991	750.10	15.53	ND	ND	ND	ND	---	ND	ND	ND
4/2/1992	750.17	15.46	ND	ND	ND	ND	---	ND	ND	ND
7/6/1992	748.44	17.19	ND	ND	ND	ND	---	ND	ND	ND
10/16/1992	748.82	16.81	ND	ND	ND	ND	---	ND	ND	ND
3/4/1993	747.55	18.08	ND	ND	ND	ND	---	ND	ND	ND
6/22/1993	755.64	9.99	ND	ND	ND	ND	---	ND	ND	ND
11/10/1993	748.14	17.49	ND	ND	ND	ND	---	ND	ND	ND
1/20/1994	747.04	18.59	ND	ND	ND	ND	---	ND	ND	ND
4/5/1994	748.12	17.51	ND	ND	ND	ND	---	ND	ND	ND
4/11/1995	747.82	17.81	ND	ND	ND	ND	---	ND	ND	ND
7/13/1995	747.74	17.89	ND	ND	ND	ND	---	ND	ND	ND
10/24/1995	750.28	15.35	ND	ND	ND	ND	---	ND	ND	ND
5/2/1996	751.46	14.17	ND	ND	ND	ND	---	ND	ND	ND
7/16/1996	749.84	15.79	ND	ND	ND	ND	---	ND	ND	ND
10/25/1996	747.86	17.77	ND	ND	ND	ND	---	ND	ND	ND
4/21/1997	749.65	15.98	ND	ND	ND	ND	---	ND	ND	ND
1/13/1998	747.41	18.22	ND	ND	ND	ND	---	ND	ND	ND
4/16/1998	752.30	13.33	ND	ND	ND	ND	---	ND	ND	ND
7/28/1998	748.09	17.54	ND	ND	ND	ND	---	ND	ND	ND
1/14/1999	746.67	18.96	ND	ND	ND	ND	---	ND	ND	ND
7/21/1999	753.66	11.97	ND	ND	ND	ND	---	ND	ND	ND
2/8/2000	746.38	19.25	ND	ND	ND	ND	---	ND	ND	ND
4/6/2000	747.99	17.64	NOT SAMPLED							
7/31/2000	748.51	17.12	---	ND	ND	ND	---	ND	ND	ND
10/12/2000	748.79	16.84	NOT SAMPLED							
1/8/2001	746.95	18.68	---	ND	ND	ND	---	ND	ND	ND
5/14/2001	751.86	13.77	NOT SAMPLED							
10/24/2001	747.92	17.71	---	ND	ND	ND	---	ND	ND	ND
2/12/2002	747.29	18.34	NOT SAMPLED							
8/5/2002	748.74	16.89	---	ND	ND	ND	---	ND	ND	ND
1/4/2007	748.40	17.23	NS	<0.17	<1	<0.52	3.9	<0.78	4.89	<2.84

**Note:** Bold type indicates an ES exceedance, *italics* indicates a PAL exceedance. NS = not sampled, NM = Not Measured

**Groundwater Analytical Results Summary**  
**MURPHY OIL USA, INC. LUST Site BRRTS# 03-71-000778**

**Well MW-6**

**PVC Elevation =** 761.37 (feet) (MSL)

Date	Water Elevation (in feet)	Depth to Water (in feet)	GRO (ppb)	Benzene (ppb)	Ethyl Benzene (ppb)	MTBE (ppb)	Naphthalene (ppb)	Toluene (ppb)	Trimethyl-benzenes (ppb)	Xylene (Total) (ppb)
9/20/1991	747.92	13.45	ND	ND	ND	ND	ND	ND	ND	ND
12/5/1991	749.37	12.00	ND	ND	ND	ND	---	ND	ND	ND
4/2/1992	749.59	11.78	ND	ND	ND	ND	---	ND	ND	ND
7/6/1992	747.87	13.50	ND	ND	ND	ND	---	ND	ND	ND
10/16/1992	748.24	13.13	ND	ND	ND	ND	---	ND	ND	ND
3/4/1993	746.96	14.41	ND	ND	ND	ND	---	ND	ND	ND
6/22/1993	755.16	6.21	ND	ND	ND	ND	---	ND	ND	ND
11/10/1993	747.62	13.75	ND	ND	ND	ND	---	ND	ND	ND
4/11/1995	747.93	13.44	ND	ND	ND	ND	---	ND	ND	ND
7/13/1995	747.07	14.30	ND	ND	ND	ND	---	ND	ND	ND
10/24/1995	750.31	11.06	ND	ND	ND	ND	---	ND	ND	ND
5/2/1996	750.77	10.60	ND	ND	ND	ND	---	ND	ND	ND
7/16/1996	749.33	12.04	ND	ND	ND	ND	---	ND	ND	ND
10/25/1996	747.29	14.08	ND	ND	ND	ND	---	ND	ND	ND
4/21/1997	749.13	12.24	ND	ND	ND	ND	---	ND	ND	ND
ABANDONED										

**Note:** Bold type indicates an ES exceedance, *italics* indicates a PAL exceedance. NS = not sampled, NM = Not Measured

**Groundwater Analytical Results Summary**  
**MURPHY OIL USA, INC. LUST Site BRRTS# 03-71-000778**

**Well MW-12**

**PVC Elevation =**

763.57 (feet) (MSL)

Date	Water Elevation (in feet)	Depth to Water (in feet)	GRO (ppb)	Benzene (ppb)	Ethyl Benzene (ppb)	MTBE (ppb)	Naphthalene (ppb)	Toluene (ppb)	Trimethyl-benzenes (ppb)	Xylene (Total) (ppb)
10/16/1992	749.05	14.52	61	2	0.9	ND	ND	0.8	9.7	9.4
3/4/1993	747.98	15.59	1500	<b>140</b>	34	ND	---	7.1	256	100
6/22/1993	757.14	6.43	110	<b>21</b>	ND	ND	---	ND	5.2	ND
11/10/1993	748.46	15.11	ND	ND	ND	ND	---	ND	ND	ND
1/20/1994	746.94	16.63	53	<b>5</b>	5	ND	---	ND	9	5
4/5/1994	748.84	14.73	ND	ND	ND	ND	---	ND	ND	ND
6/29/1994	749.88	13.69	ND	ND	ND	ND	---	ND	ND	ND
10/5/1994	747.79	15.78	ND	ND	ND	ND	---	ND	ND	ND
1/5/1995	746.71	16.86	ND	ND	ND	ND	---	ND	ND	ND
4/11/1995	748.43	15.14	ND	ND	ND	ND	---	ND	ND	ND
7/13/1995	747.62	15.95	ND	ND	ND	ND	---	ND	ND	ND
10/24/1995	750.55	13.02	ND	ND	ND	ND	---	ND	ND	ND
2/5/1996	747.56	16.01	ND	ND	ND	ND	---	ND	ND	ND
5/2/1996	751.96	11.61	ND	ND	ND	ND	---	ND	ND	ND
10/25/1996	747.18	16.39	ND	ND	ND	ND	---	ND	ND	ND
4/21/1997	749.95	13.62	ND	ND	ND	ND	---	ND	ND	ND
1/13/1998	746.77	16.80	ND	ND	ND	ND	---	ND	ND	ND
4/16/1998	752.86	10.71	ND	ND	ND	ND	---	ND	ND	ND
7/28/1998	747.81	15.76	ND	ND	ND	ND	---	ND	ND	ND
1/14/1999	745.84	17.73	ND	ND	ND	ND	---	ND	ND	ND
7/21/1999	753.01	10.56	ND	ND	ND	ND	---	ND	ND	ND
2/8/2000	745.51	18.06	ND	ND	ND	ND	---	ND	ND	ND
4/6/2000	747.56	16.01	NOT SAMPLED							
7/31/2000	748.39	15.18	ND	ND	ND	ND	---	ND	ND	ND
10/12/2000	748.79	14.78	NOT SAMPLED							
1/8/2001	746.45	17.12	ND	ND	ND	ND	---	ND	ND	ND
5/14/2001	752.33	11.24	NOT SAMPLED							
10/24/2001	747.50	16.07	ND	ND	ND	ND	---	ND	ND	ND
2/12/2002	746.96	16.61	NOT SAMPLED							
8/5/2002	748.65	14.92	ND	ND	ND	ND	---	ND	ND	ND
1/4/2007	748.43	15.14	NS	<0.17	<1	<0.52	2.92	<0.78	1.12-2.22	<2.84

**Note:** Bold type indicates an ES exceedance, *italics* indicates a PAL exceedance. NS = not sampled, NM = Not Measured

**Groundwater Analytical Results Summary**  
**MURPHY OIL USA, INC. LUST Site BRRTS# 03-71-000778**

**Well MW-13**

PVC Elevation = 762.16 (feet) (MSL)

Date	Water Elevation (in feet)	Depth to Water (in feet)	GRO (ppb)	Benzene (ppb)	Ethyl Benzene (ppb)	MTBE (ppb)	Naphthalene (ppb)	Toluene (ppb)	Trimethyl-benzenes (ppb)	Xylene (Total) (ppb)
2/5/1996	747.56	14.60	ND	ND	ND	ND	ND	ND	ND	ND
5/2/1996	751.69	10.47	ND	ND	ND	ND	---	ND	ND	ND
7/16/1996	749.95	12.21	ND	ND	ND	ND	---	ND	ND	ND
10/25/1996	747.18	14.98	ND	ND	ND	ND	---	ND	ND	ND
4/21/1997	749.87	12.29	ND	ND	ND	ND	---	ND	ND	ND
4/6/2000	NM	NM	NOT SAMPLED							
ABANDONED										

**Well MW-14**

PVC Elevation = 762.77 (feet) (MSL)

Date	Water Elevation (in feet)	Depth to Water (in feet)	GRO (ppb)	Benzene (ppb)	Ethyl Benzene (ppb)	MTBE (ppb)	Naphthalene (ppb)	Toluene (ppb)	Trimethyl-benzenes (ppb)	Xylene (Total) (ppb)
4/16/1998	753.15	9.62	---	<b>5.19</b>	7.64	ND	7.93	5.04	95	29.5
7/28/1998	747.74	15.03	---	<b>21.8</b>	155	ND	62.8	61.2	1330	781
10/21/1998	745.57	17.20	2330	<b>6.4</b>	52.6	ND	ND	17.6	<b>518</b>	331
4/6/1999	748.38	14.39	1050	0.462	1.78	ND	5.02	ND	24.3	9.3
7/21/1999	753.38	9.39	ND	0.303	ND	ND	ND	0.628	0.358	0.331
10/21/1999	747.11	15.66	2030	2.2	13.4	ND	---	16.5	440	137
4/6/2000	747.54	15.23	---	ND	ND	ND	---	69.8	15.3	10.3
7/31/2000	748.37	14.40	---	<b>5.23</b>	52.6	ND	---	21.1	443	298
10/12/2000	748.80	13.97	---	4.74	10.6	ND	---	25	45.4	40.3
1/8/2001	NM	NM	NOT SAMPLED							
5/14/2001	752.53	10.24	---	ND	ND	ND	---	ND	32	0.36
10/24/2001	747.95	14.82	---	ND	ND	ND	13	ND	59.8	42
2/12/2002	NM	NM	NOT SAMPLED							
8/5/2002	748.69	14.08	---	4.3	3.6	ND	---	0.77	96	40
1/4/2007	747.92	14.85	NS	<0.17	<1	<0.52	<0.73	<0.78	<1.95	<2.84

**Note:** Bold type indicates an ES exceedance, *italics* indicates a PAL exceedance. NS = not sampled, NM = Not Measured

**Groundwater Analytical Results Summary**  
**MURPHY OIL USA, INC. LUST Site BRRTS# 03-71-000778**

**Well MW-15**

PVC Elevation = 763.23 (feet) (MSL)

Date	Water Elevation (in feet)	Depth to Water (in feet)	GRO (ppb)	Benzene (ppb)	Ethyl Benzene (ppb)	MTBE (ppb)	Naphthalene (ppb)	Toluene (ppb)	Trimethyl-benzenes (ppb)	Xylene (Total) (ppb)
4/16/1998	753.01	10.22	---	<b>535</b>	117	ND	65	<b>1740</b>	232	833
7/28/1998	747.53	15.70	---	<b>288</b>	483	ND	<b>250</b>	377	<b>1120</b>	2300
10/21/1998	746.90	16.33	25000	<b>1400</b>	<b>2250</b>	ND	<b>324</b>	<b>1860</b>	<b>2820</b>	9850
1/14/1999	745.43	17.80	29700	<b>576</b>	<b>2060</b>	ND	---	<b>1300</b>	<b>4074</b>	<b>10000</b>
4/6/1999	748.37	14.86	3270	<b>110</b>	194	ND	37	155	462	1140
7/21/1999	753.30	9.93	985	<b>17.3</b>	26.7	ND	12.6	29.1	83.8	148
10/21/1999	747.13	16.10	979	<b>24.6</b>	43.4	ND	---	36	81.1	163
4/6/2000	747.81	15.42	NOT SAMPLED							
7/31/2000	748.46	14.77	NOT SAMPLED							
10/12/2000	748.80	14.43	NOT SAMPLED							
1/8/2001	750.58	12.65	NOT SAMPLED							
5/14/2001	752.51	10.72	---	ND	300	ND	---	86	<b>1980</b>	1900
10/24/2001	747.47	15.76	---	<b>420</b>	<b>810</b>	ND	<b>230</b>	360	<b>1340</b>	4100
2/12/2002	747.15	16.08	NOT SAMPLED							
8/5/2002	748.50	14.73	NOT SAMPLED							
1/4/2007	747.49	15.74	NS	<b>990</b>	<b>2500</b>	<52	<b>530</b>	620	<b>5440</b>	<b>11730</b>
4/16/2007	750.10	13.13	NS	<b>289</b>	<b>1140</b>	<52	<b>480</b>	303	<b>2350</b>	<b>4230</b>

**Well MW-16**

PVC Elevation = 763.37 (feet) (MSL)

Date	Water Elevation (in feet)	Depth to Water (in feet)	GRO (ppb)	Benzene (ppb)	Ethyl Benzene (ppb)	MTBE (ppb)	Naphthalene (ppb)	Toluene (ppb)	Trimethyl-benzenes (ppb)	Xylene (Total) (ppb)
10/24/2001	747.78	15.59	---	<b>87</b>	180	ND	84	13	<b>630</b>	420
2/12/2002	747.33	16.04	590	<b>47</b>	4.7	ND	---	0.48	2.1	2.9
8/5/2002	748.61	14.76	---	<b>7.4</b>	8.4	ND	---	0.39	9.3	1.9
1/4/2007	747.95	15.42	NS	1.73	<1	<0.52	1.79	<0.78	3.7-4.8	<2.84

**Note:** Bold type indicates an ES exceedance, *italics* indicates a PAL exceedance. NS = not sampled, NM = Not Measured

**Groundwater Analytical Results Summary**  
**MURPHY OIL USA, INC. LUST Site BRRTS# 03-71-000778**

**Well Restaurant Sump**

PVC Elevation = 0 (feet) (MSL)

Date	Water Elevation (in feet)	Depth to Water (in feet)	GRO (ppb)	Benzene (ppb)	Ethyl Benzene (ppb)	MTBE (ppb)	Naphthalene (ppb)	Toluene (ppb)	Trimethyl-benzenes (ppb)	Xylene (Total) (ppb)
10/16/1992	NM	NM	1500	ND	ND	ND	ND	ND	ND	ND
6/24/1998	NM	NM	---	ND	ND	ND	ND	ND	ND	ND

**Note:** Bold type indicates an ES exceedance, *italics* indicates a PAL exceedance. NS = not sampled, NM = Not Measured

TABLE 2

## NONAQUEOUS ANALYTICAL RESULTS - UST EXCAVATIONS

Spur Site No. 1957  
2005 South Oregon Street  
Oshkosh, Wisconsin

Sample	Sample Depth (feet)	Date Sampled	Benzene	Ethyl-benzene	Toluene	Xylenes	MTBE	TH as Gasoline	Lead
SS-1	3	04/30/91	ND	ND	ND	ND	ND	ND	---
SS-3	3		ND	ND	ND	ND	ND	3.9	---
SS-4	5		ND	ND	ND	ND	ND	1.3	---
SS-6	3	05/01/91	ND	ND	ND	ND	ND	ND	---
SS-9	4.5		---	---	---	---	---	---	20
SS-11	5.5		ND	ND	ND	ND	ND	ND	---
SS-13	11 to 13		0.73	8.6	22	97	ND	650	---
SS-14	11 to 13		---	---	---	---	---	---	14
SS-15	11 to 13		ND	ND	ND	0.18	ND	2.6	---
SS-17	5	05/02/91	ND	ND	ND	ND	ND	8.8	---
SS-19	8		ND	ND	ND	ND	ND	ND	---
SS-21	8		ND	ND	ND	0.57	ND	10	---
SS-23	4		ND	ND	ND	ND	ND	ND	---

FILE

TABLE 2  
(continued)

NONAQUEOUS ANALYTICAL RESULTS - UST EXCAVATIONS

Spur Site No. 1957  
2005 South Oregon Street  
Oshkosh, Wisconsin

Sample	Sample Depth (feet)	Date Sampled	Benzene	Ethyl-benzene	Toluene	Xylenes	mg/kg		
							MTBE	TH as Gasoline	Lead
SS-24	3.5		0.73	8.1	26	44	ND	250	---
SS-25	3.5		ND	ND	ND	ND	ND	1.5	---
SS-26	3	05/02/91	ND	ND	ND	ND	ND	ND	---
SS-27	4		ND	ND	ND	ND	ND	ND	---
SS-28	3.5		0.56	10	27	54	ND	300	---
SS-29	3.5		---	---	---	---	---	---	20

MTBE = Methyl Tertiary Butyl Ether

mg/kg = Milligrams per kilogram which is equivalent to parts per million (ppm)

TH = Total Hydrocarbons

ND = Analyzed but not detected above method detection limit

--- = Not analyzed



TABLE 5  
(continued)

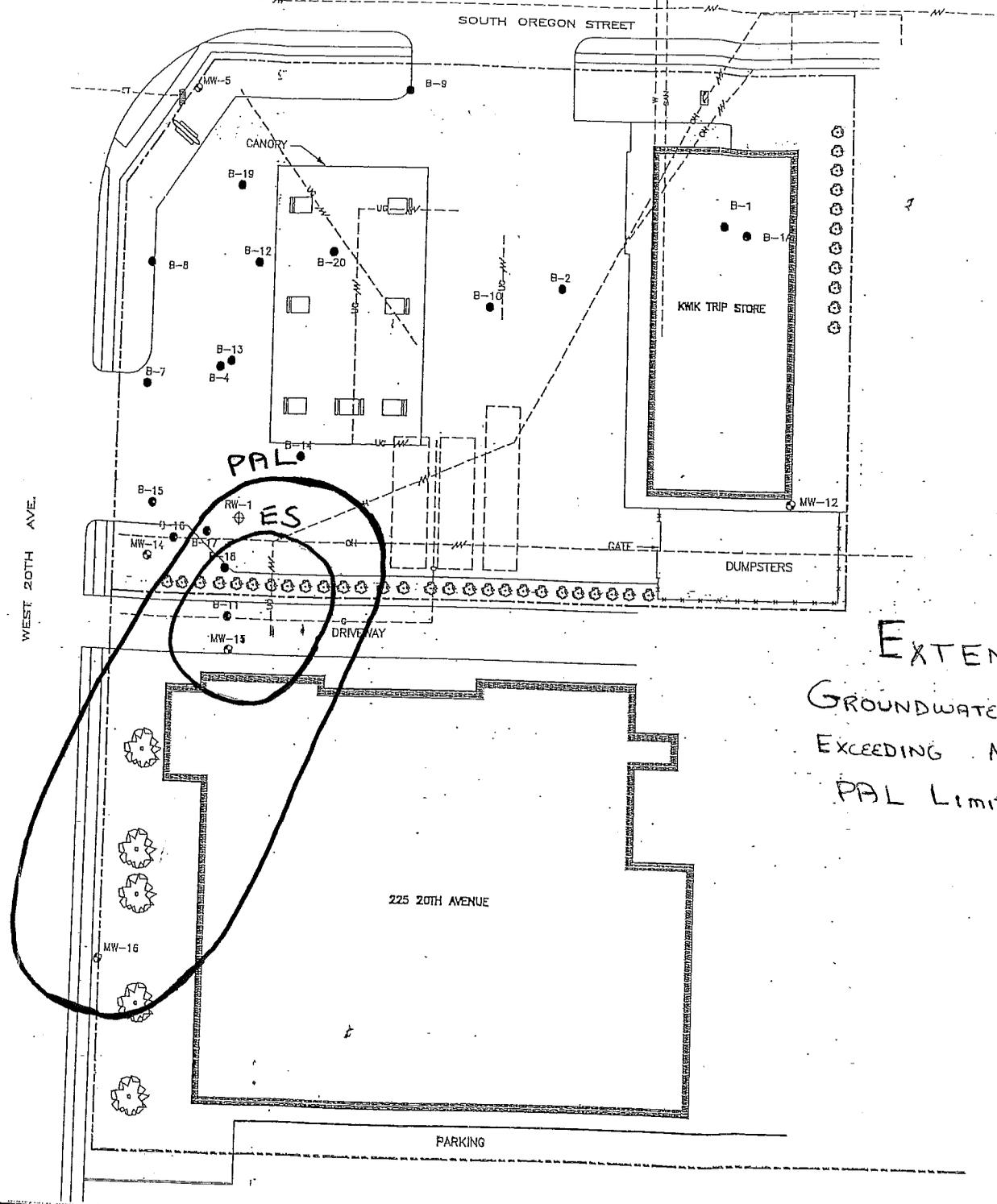
NONAQUEOUS ANALYTICAL RESULTS - SOIL BORINGS

Spur Site No. 1957  
2005 South Oregon Street  
Oshkosh, Wisconsin

<u>Boring</u>	<u>Date Sampled</u>	<u>Sample Depth feet</u>	<u>Benzene mg/kg</u>	<u>Ethyl-Benzene mg/kg</u>	<u>Toluene mg/kg</u>	<u>Xylenes mg/kg</u>	<u>MTBE mg/kg</u>	<u>TH as Gasoline mg/kg</u>	<u>1,2,4-Tri-methyl benzene mg/kg</u>	<u>1,3,5-Tri-methyl-benzene mg/kg</u>	<u>Lead mg/kg</u>
B-11	10/30/91	4.0	ND	ND	ND	ND	ND	ND	ND	ND	---
B-11	10/30/91	8.0	ND	ND	ND	ND	ND	ND	ND	ND	---

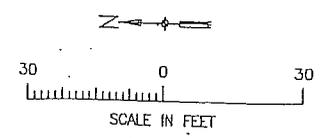
MTBE = Methyl Tertiary Butyl Ether  
 mg/kg = Milligrams per kilogram which is equivalent to parts per million (ppm)  
 TH = Total Hydrocarbons  
 ND = Analyzed but not detected above method detection limit  
 --- = Not analyzed





- LEGEND
- PROPERTY LINE
  - x-x-x- FENCE
  - ⊗ BUSHES & TREES
  - UNDERGROUND STORAGE TANK
  - PUMP ISLAND
  - ⊕ MONITORING WELL
  - ⊕ RECOVERY WELL
  - SOIL BORING
  - ELECTRIC
  - - - TELEPHONE
  - - - WATER
  - - - ST/SAN STORM/SANITARY SEWER
  - - - GAS LINE
  - U/S/OH UNDERGROUND/OVERHEAD

EXTENT OF  
GROUNDWATER CONTAMINATION  
EXCEEDING NRI40 ES AND  
PAL LIMITS (Jan. 4, 2007)



NOTE: APPROXIMATE BUILDING AND UTILITY LOCATIONS. CALL LOCAL UTILITY OPERATOR TO VERIFY UTILITIES BEFORE STARTING ANY SUBSURFACE WORK.

<b>FIGURE 2</b> <b>SITE MAP</b>		
SPUR KWIK TRIP 2005 SOUTH OREGON STREET OSHKOSH, WISCONSIN		
DATE:	9/25/02	
PROJECT NUMBER:	5263.006	

modified by METCO/JA 6-15-2007

**Watertable Elevation Table**  
**MURPHY OIL USA, INC. BRRTS# 03-71-000778**  
**Oshkosh, Wisconsin**

	<b>RW-1</b>	<b>MW-3</b>	<b>MW-5</b>	<b>MW-6</b>	<b>MW-12</b>	<b>MW-13</b>	<b>MW-14</b>	<b>MW-15</b>	<b>MW-16</b>
<i>pvc top (ft)</i>	762.72	762.66	765.63	761.37	763.57	762.16	762.77	763.23	763.37

**Date**

Date	RW-1	MW-3	MW-5	MW-6	MW-12	MW-13	MW-14	MW-15	MW-16
8/15/1991	NI	749.14	NI						
9/20/1991	NI	748.24	748.52	747.92	NI	NI	NI	NI	NI
12/5/1991	NI	755.70	750.10	749.37	NI	NI	NI	NI	NI
4/2/1992	NI	750.35	750.17	749.59	NI	NI	NI	NI	NI
7/6/1992	NI	748.23	748.44	747.87	NI	NI	NI	NI	NI
10/16/1992	NI	748.93	748.82	748.24	749.05	NI	NI	NI	NI
3/4/1993	NI	748.32	747.55	746.96	747.98	NI	NI	NI	NI
6/22/1993	NI	757.20	755.64	755.16	757.14	NI	NI	NI	NI
11/10/1993	NI	747.98	748.14	747.62	748.46	NI	NI	NI	NI
1/20/1994	746.84	746.83	747.04	NM	746.94	NI	NI	NI	NI
2/1/1994	745.94	NM	NM	NM	NM	NI	NI	NI	NI
3/24/1994	746.68	NM	NM	NM	NM	NI	NI	NI	NI
4/5/1994	747.08	747.88	748.12	NM	748.84	NI	NI	NI	NI
5/5/1994	751.05	NM	NM	NM	NM	NI	NI	NI	NI
6/14/1994	749.45	NM	NM	NM	NM	NI	NI	NI	NI
6/29/1994	748.85	747.81	NM	NM	749.88	NI	NI	NI	NI
9/8/1994	746.79	NM	NM	NM	NM	NI	NI	NI	NI
10/5/1994	747.41	747.24	NM	NM	747.79	NI	NI	NI	NI
11/9/1994	738.90	NM	NM	NM	NM	NI	NI	NI	NI
1/5/1995	NM	746.52	NM	NM	746.71	NI	NI	NI	NI
2/28/1995	746.30	NM	NM	NM	NM	NI	NI	NI	NI
3/16/1995	744.41	NM	NM	NM	NM	NI	NI	NI	NI
4/11/1995	744.92	746.79	747.82	747.93	748.43	NI	NI	NI	NI
5/9/1995	NM	NM	NM	NM	NM	NI	NI	NI	NI
6/15/1995	747.27	NM	NM	NM	NM	NI	NI	NI	NI
7/13/1995	745.82	747.38	747.74	747.07	747.62	NI	NI	NI	NI
10/24/1995	750.71	750.50	750.28	750.31	750.55	NI	NI	NI	NI
11/21/1995	747.12	NM	NM	NM	NM	NI	NI	NI	NI
12/26/1995	747.01	NM	NM	NM	NM	NI	NI	NI	NI
1/31/1996	NM	NM	NM	NM	NM	NI	NI	NI	NI
2/5/1996	NM	NM	NM	NM	747.56	747.56	NI	NI	NI
3/8/1996	NM	NM	NM	NM	NM	NM	NI	NI	NI
5/2/1996	NM	751.12	751.46	750.77	751.96	751.69	NI	NI	NI
5/15/1996	749.54	NM	NM	NM	NM	NM	NI	NI	NI
6/11/1996	750.38	NM	NM	NM	NM	NM	NI	NI	NI
7/16/1996	748.86	749.82	749.84	749.33	NM	749.95	NI	NI	NI
8/2/1996	NM	749.11	NM	NM	NM	NM	NI	NI	NI
10/25/1996	747.11	746.87	747.86	747.29	747.18	747.18	NI	NI	NI
1/7/1997	747.07	747.05	NM	NM	NM	NM	NI	NI	NI
3/10/1997	NM	742.91	NM	NM	NM	NM	NI	NI	NI
4/21/1997	749.78	748.78	749.65	749.13	749.95	749.87	NI	NI	NI
5/6/1997	NM	747.71	NM	A	NM	NM	NI	NI	NI
6/23/1997	NM	750.17	NM		NM	NM	NI	NI	NI
7/11/1997	750.96	747.96	NM		NM	NM	NI	NI	NI
1/13/1998	746.73	A	747.41		746.77	NM	NI	NI	NI
1/29/1998	746.48		NM		NM	NM	NI	NI	NI
4/16/1998	752.85		752.30		752.86	NM	753.15	753.01	NI
7/28/1998	747.78		748.09		747.81	NM	747.74	747.53	NI
10/21/1998	747.06		NM		NM	NM	745.57	746.90	NI
1/14/1999	745.80		746.67		745.84	NM	NM	745.43	NI
4/6/1999	748.36		NM		NM	NM	748.38	748.37	NI
7/21/1999	753.17		753.66		753.01	NM	753.38	753.30	NI
10/21/1999	NM		NM		NM	NM	747.11	747.13	NI
2/8/2000	745.48		746.38		745.51	NM	NM	NM	NI
4/6/2000	747.52		747.99		747.56	NM	747.54	747.81	NI
7/31/2000	748.36		748.51		748.39	A	748.37	748.46	NI
10/12/2000	747.75		748.79		748.79		748.80	748.80	NI
1/8/2001	746.42		746.95		746.45		NM	750.58	NI
5/14/2001	752.18		751.86		752.33		752.53	752.51	NI
10/24/2001	747.43		747.92		747.50		747.95	747.47	747.78
2/12/2002	746.92		747.29		746.96		NM	747.15	747.33
8/5/2002	748.60		748.74		748.65		748.68	748.50	748.61
1/4/2007	748.41		748.40		748.43		747.92	747.49	747.95
4/16/2007	NM		NM		NM		NM	750.10	NM

Note: Elevations are presented in feet mean sea level (msl).

NM = Not Measured

A = Abandoned

SOUTH OREGON STREET

WEST 20TH AVE.

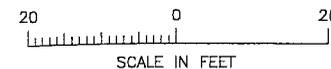


LEGEND

- PROPERTY LINE
- FENCE
- BUSHES
- UNDERGROUND STORAGE TANK
- PUMP ISLAND
- MONITORING WELL
- RECOVERY WELL
- (752.33) GROUNDWATER ELEVATION
- 752.0 GROUNDWATER CONTOUR

B	=	BENZENE
E	=	ETHYLBENZENE
T	=	TOLUENE
X	=	XYLENES
MTBE	=	METHYL TERTIARY BUTYL ETHER
TMB	=	TRIMETHYLBENZENE

RESULTS IN  $\mu\text{g/L}$ , EQUIVALENT TO PARTS PER BILLION  
 ND - NOT DETECTED ABOVE LABORATORY LIMITS



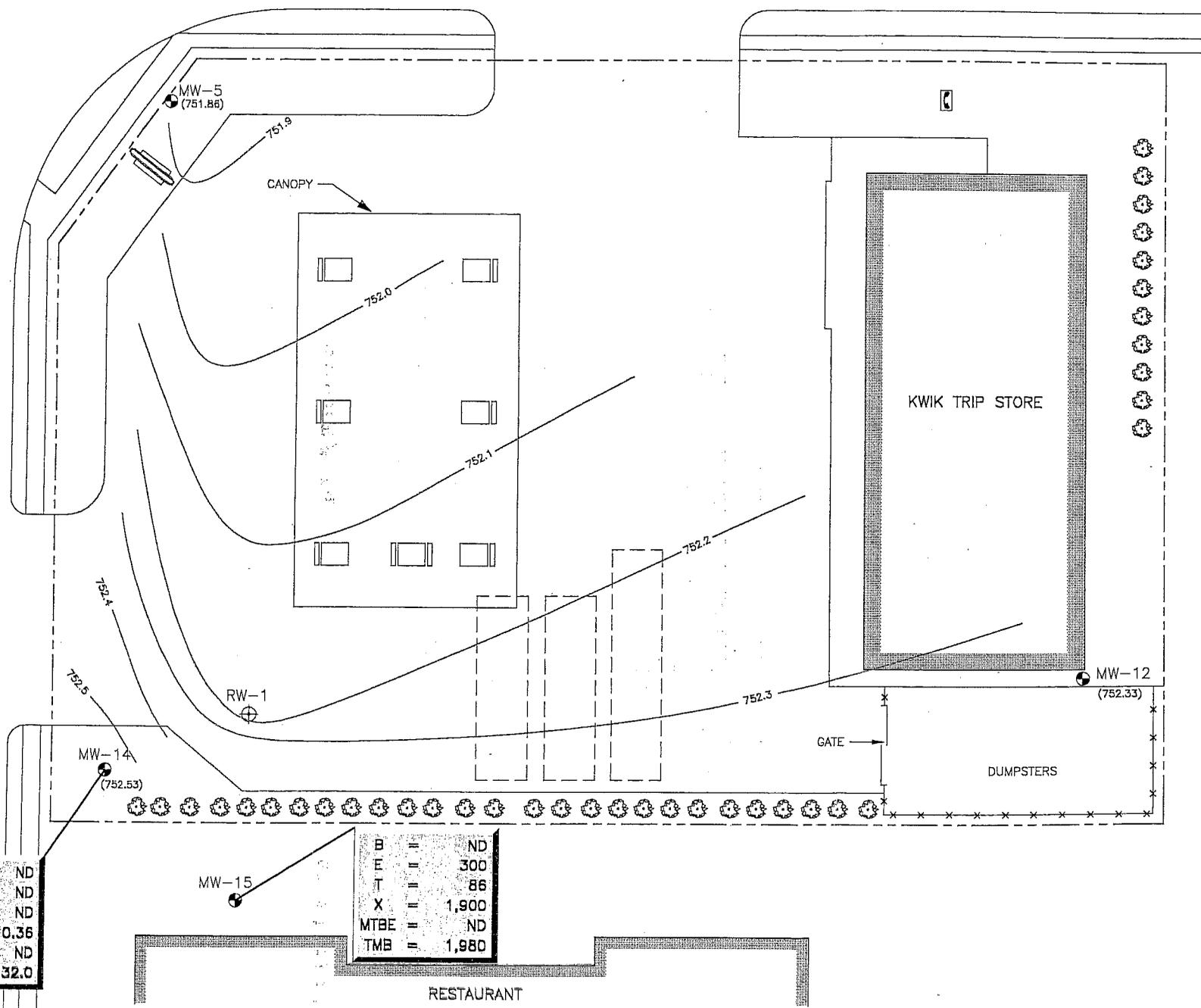
CONTOURS CALCULATED FROM ONLY THOSE ELEVATIONS RECORDED AT THE TIME AND LOCATIONS ON THIS MAP.  
 NOTE: APPROXIMATE BUILDING AND UTILITY LOCATIONS. CALL LOCAL UTILITY OPERATOR TO VERIFY UTILITIES BEFORE STARTING ANY SUBSURFACE WORK.

**FIGURE 3A**  
**WATER TABLE CONTOUR & AQUEOUS ANALYTICAL RESULTS MAP (5/14/01)**

**FORMER SPUR SITE #1957**  
**2005 SOUTH OREGON STREET**  
**OSHKOSH, WISCONSIN**

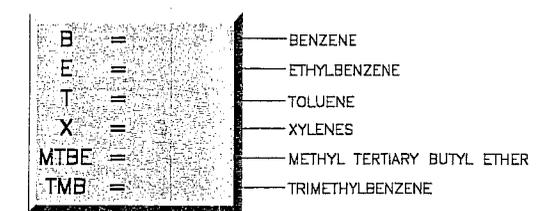
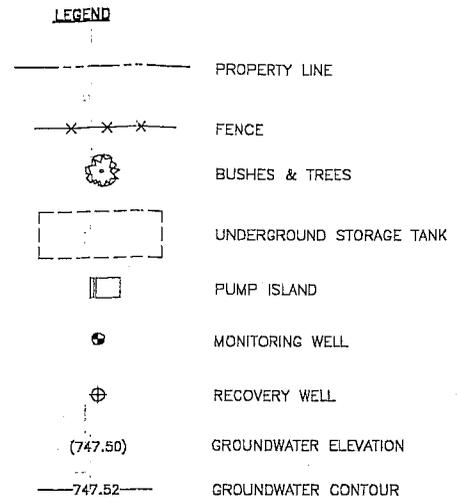
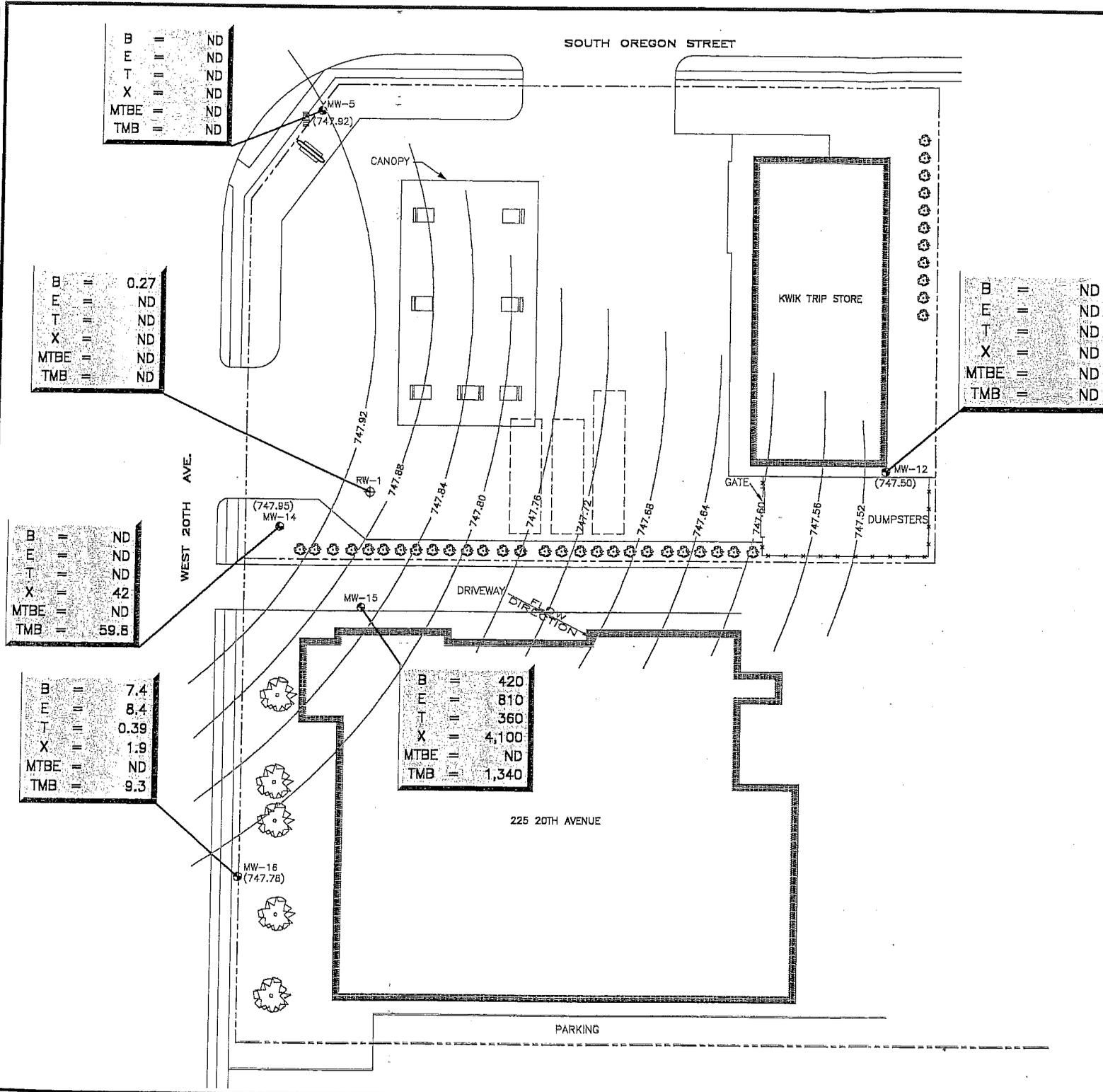
**DPR**  
**ENVIRONMENTAL**

DATE: 12/12/02  
 PROJECT NUMBER: 5263.006

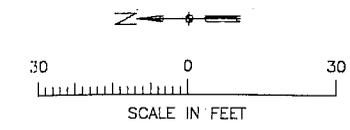


B	=	ND
E	=	ND
T	=	ND
X	=	0.36
MTBE	=	ND
TMB	=	32.0

B	=	ND
E	=	300
T	=	86
X	=	1,900
MTBE	=	ND
TMB	=	1,980

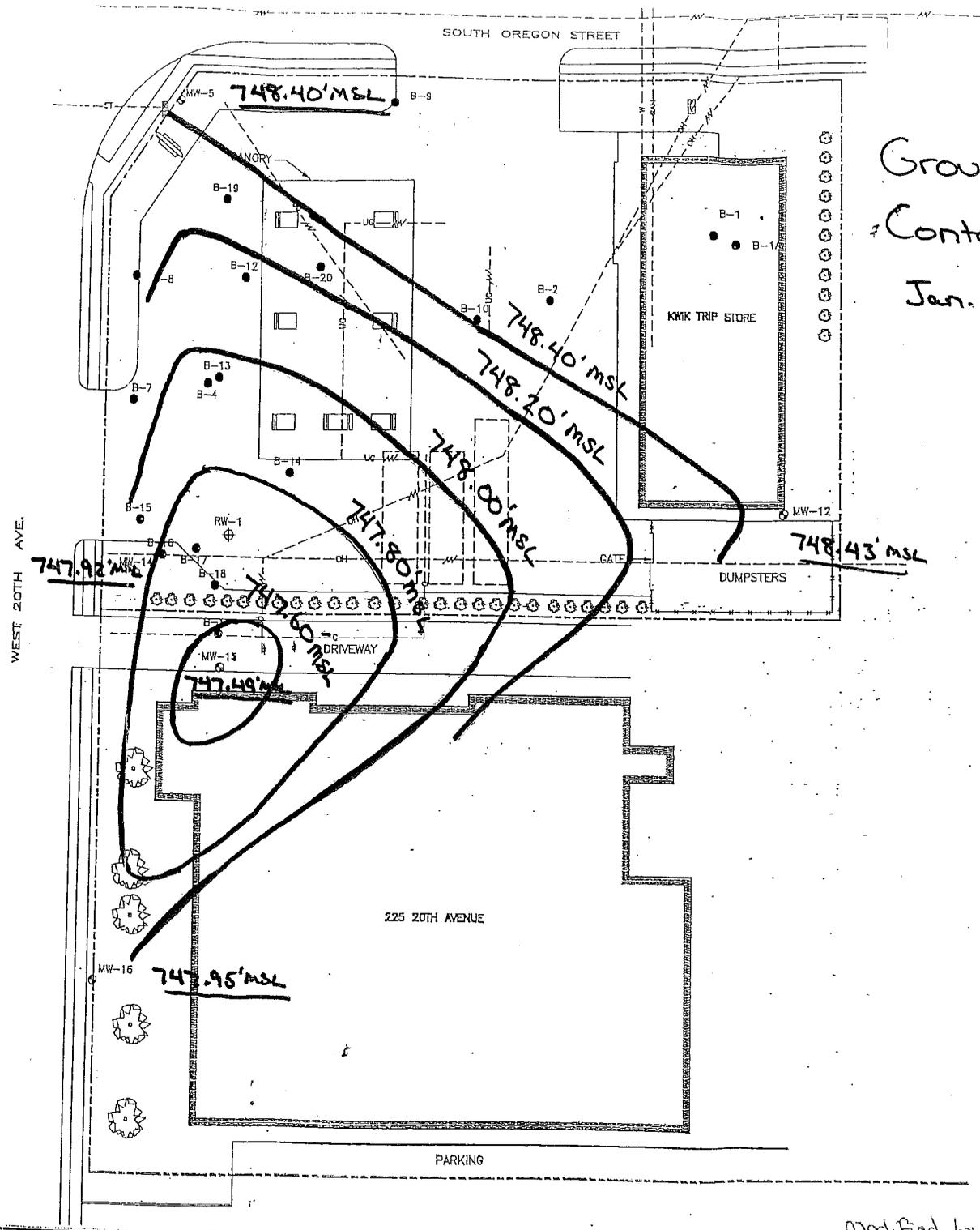


RESULTS IN  $\mu\text{g/L}$ , EQUIVALENT TO PARTS PER BILLION  
 ND - NOT DETECTED ABOVE LABORATORY LIMITS



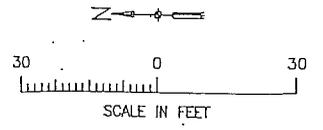
CONTOURS CALCULATED FROM ONLY THOSE ELEVATIONS RECORDED AT THE TIME AND LOCATIONS ON THIS MAP.  
 NOTE: APPROXIMATE BUILDING AND UTILITY LOCATIONS. CALL LOCAL UTILITY OPERATOR TO VERIFY UTILITIES BEFORE STARTING ANY SUBSURFACE WORK.

<b>FIGURE 3B</b>	
WATER TABLE CONTOUR MAP & AQUEOUS ANALYTICAL RESULTS (10/24/01)	
<b>FORMER SPUR SITE #1957</b>	
2005 SOUTH OREGON STREET	
OSHKOSH, WISCONSIN	
<b>DPRA ENVIRONMENTAL</b>	
DATE:	12/12/02
PROJECT NUMBER:	5263.006



Ground water  
Contour Map  
Jan. 4, 2007

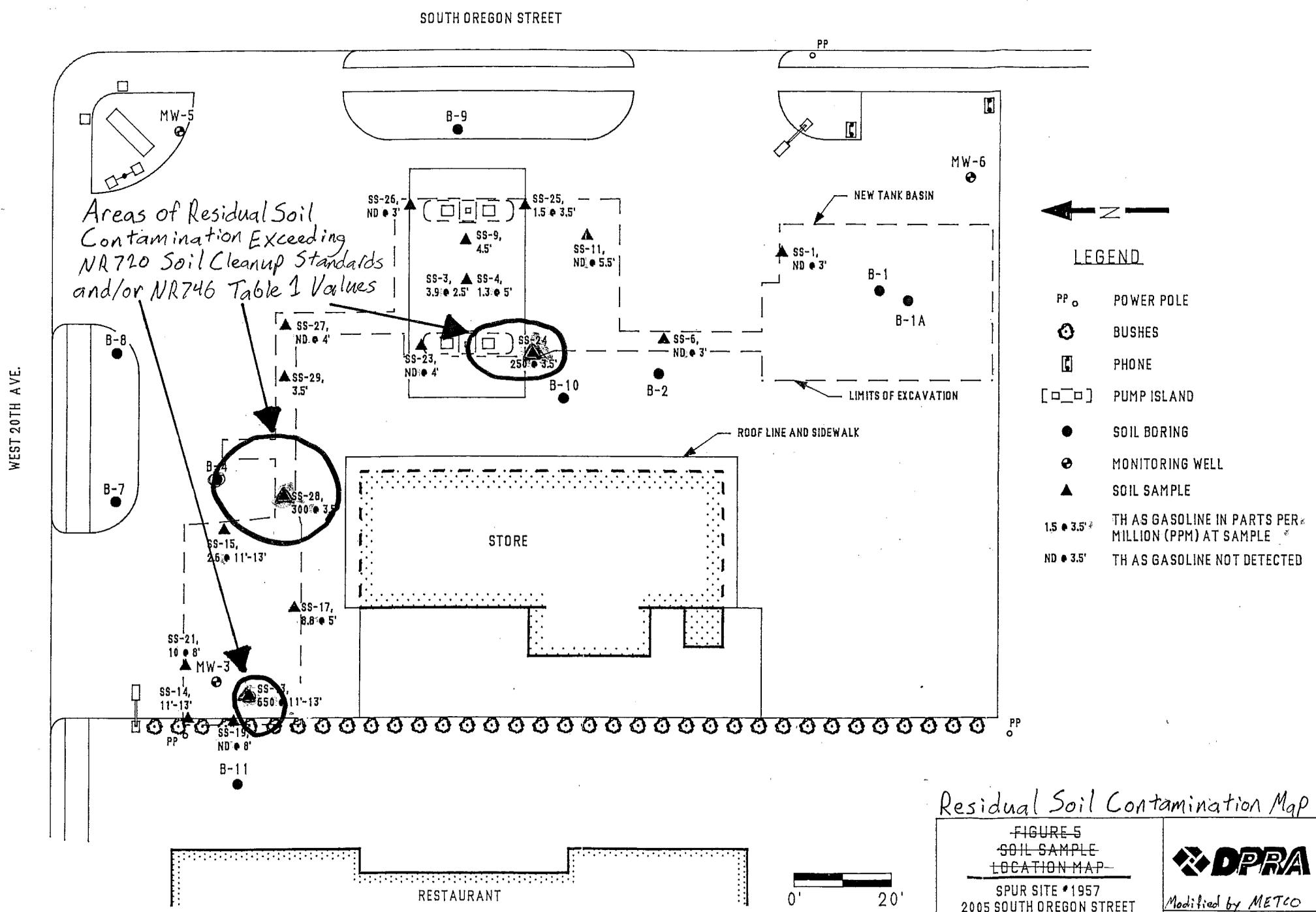
- LEGEND
- — — — — PROPERTY LINE
  - x — x — FENCE
  - ⊗ BUSHES & TREES
  - UNDERGROUND STORAGE TANK
  - PUMP ISLAND
  - ⊙ MONITORING WELL
  - ⊕ RECOVERY WELL
  - SOIL BORING
  - — — — — ELECTRIC
  - — — — — TELEPHONE
  - — — — — WATER
  - — — — — ST/SAN
  - — — — — GAS LINE
  - — — — — UG/OH



NOTE: APPROXIMATE BUILDING AND UTILITY LOCATIONS. CALL LOCAL UTILITY OPERATOR TO VERIFY UTILITIES BEFORE STARTING ANY SUBSURFACE WORK.

<p>FIGURE 2 SITE MAP</p>		
<p>SPUR KWIK TRIP 2005 SOUTH OREGON STREET OSHKOSH, WISCONSIN</p>		
DATE:	9/25/02	<p>PROJECT NUMBER: 5263.006</p>
PROJECT NUMBER:	5263.006	

modified by DETCO/JA 6/1/07

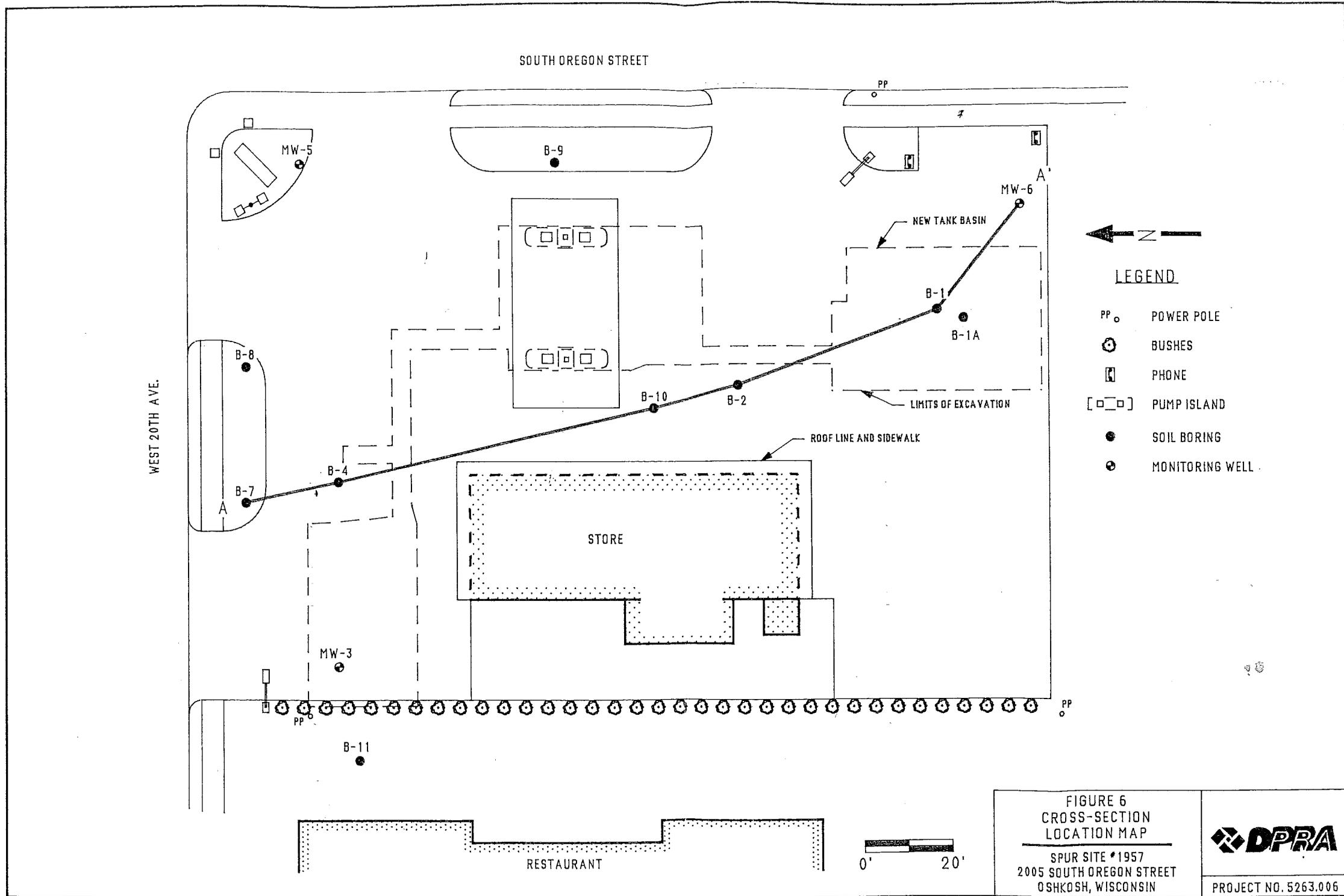


Areas of Residual Soil Contamination Exceeding NR720 Soil Cleanup Standards and/or NR746 Table 1 Values

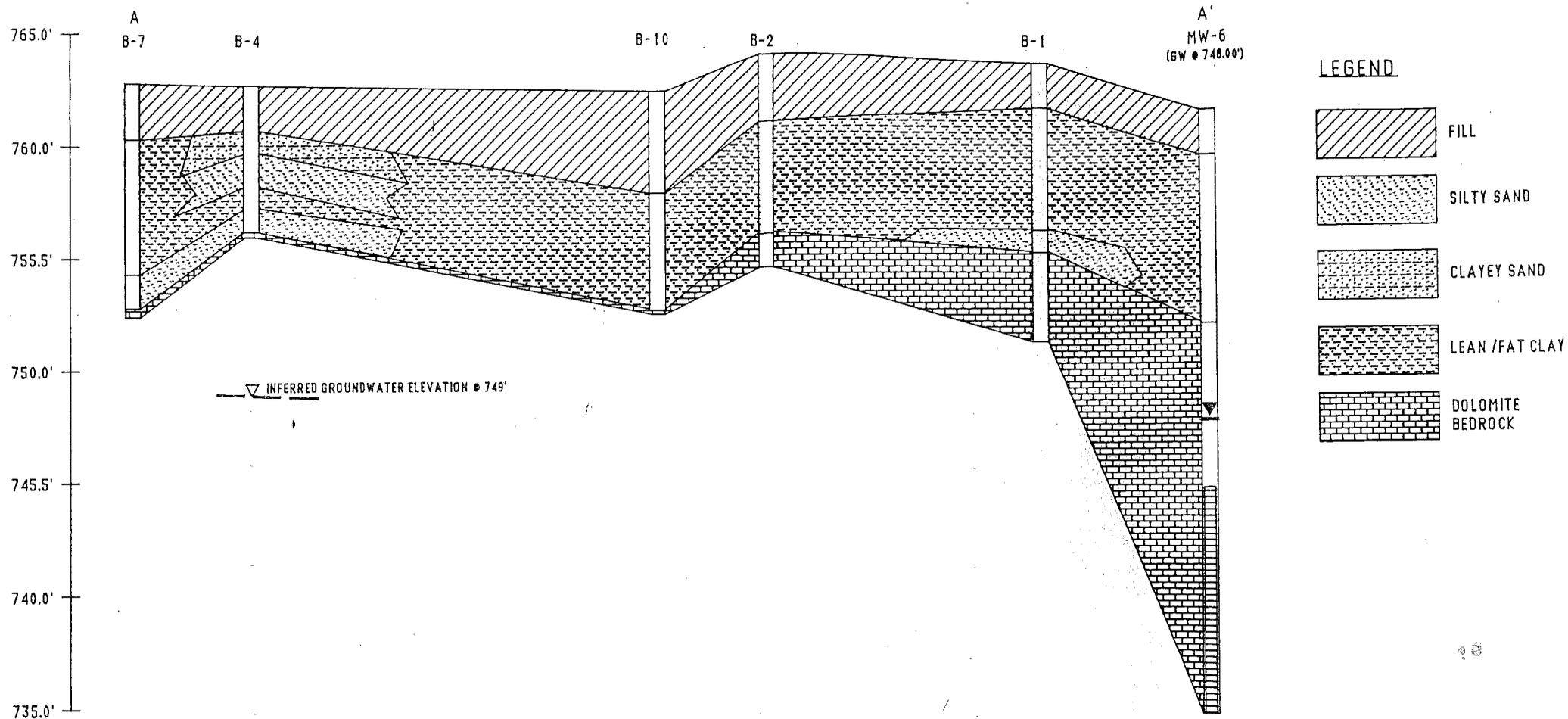
Residual Soil Contamination Map

FIGURE 5 SOIL SAMPLE LOCATION MAP SPUR SITE #1957 2005 SOUTH OREGON STREET OSHKOSH, WISCONSIN	 Modified by METCO PROJECT NO. 5263.006
--------------------------------------------------------------------------------------------------------------	-----------------------------------------------





Handwritten notes: "G A" and "2nd"



NOTE:  
 STATIC GROUNDWATER ELEVATION INTERPRETED FROM MEASUREMENTS ON AUGUST 12, 1991

SCALE  
 HORIZONTAL: 1" = 20'  
 VERTICAL: 1" = 5'

FIGURE 6A  
 CROSS SECTION A-A'

SPUR SITE #1957  
 2005 SOUTH OREGON STREET  
 OSHKOSH, WISCONSIN



DATE DRAWN 11/26/91

PROJECT NO. 5263.006

WDNR BRRTS Case #: 03-71-000778

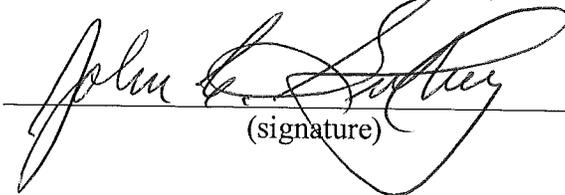
WDNR Site Name: Murphy Oil USA, Inc.

**Geographic Information System (GIS) Registry of Closed Remediation Sites**

In compliance with the revisions to the NR 700 rule series requiring certain closed sites to be listed on the Geographic Information System (GIS) Registry of Closed Remediation Sites (Registry) effective Nov., 2001, I have provided the following information.

To the best of my knowledge the legal descriptions provided and attached to this statement are complete and accurate.

Responsible Party: JOAQUIN C. GUTIERREZ - MGR - RETAIL ENVIR.  
(print name/title)

  
(signature)

6/18/07  
(date)



200 Peach Street (71730)  
P O Box 7000  
El Dorado, AR 71731-7000  
(870) 862-6411

August 14, 2007

Mr. Batzel  
Kwik Trip, Inc.  
Attn: Troy Batzel  
P.O. Box 2107  
La Crosse, WI 54602

Dear Mr. Batzel,

Groundwater contamination exists on Kwik Trip property located at 2005 South Oregon Street, Oshkosh, Wisconsin. The source of this groundwater contamination appears to have originated from former petroleum underground storage tank systems that existed on the property.

Neither you nor any subsequent owner of your property will be held responsible for investigation or cleanup of this groundwater contamination, as long as you and any subsequent owners comply with the requirements of section 292.13, Wis. Stat., including allowing access to your property for environmental investigation or cleanup, if access is required. A copy of the WDNR's Fact Sheet 10: *Guidance for Dealing with Properties Affected by Off-Site Contamination* (publication #RR-589) is attached for your review.

The levels of Benzene, Ethylbenzene, Napthalene, and Trimethylbenzene contamination in the groundwater on your property are above the state groundwater enforcement standards ("ES") found in chapter NR 140, Wis. Adm. Code. However, the environmental consultants who have investigated this contamination have informed me that this groundwater contaminant plume is stable and in the process of receding and will naturally degrade over time. The environmental consultants believe that allowing natural attenuation to complete the cleanup at this site will meet the requirements for case closure that are found in chapters NR 726 and NR 746 Wis. Adm. Code. Therefore, I will be requesting that the Wisconsin Department of Natural Resources ("WDNR") accept natural attenuation as the final remedy for this site and grant case closure. Closure means that the WDNR will not be requiring any further investigation or active cleanup action to be taken, other than the reliance on natural attenuation.

The WDNR will not review my closure request for at least 30 days after the date of this letter. As a potentially affected property owner, you have the right to contact the WDNR 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 WDNR that is relevant to this closure request, you should mail that information to Kevin McKnight, WDNR, 625 East County Road Y Suite 700, Oshkosh, WI 54901

Page 2  
August 14, 2007

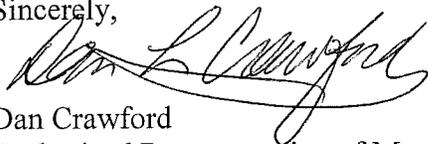
If this case is closed, all properties within the site boundaries where groundwater contamination exceeds the ES will be listed on the WDNR's geographic information system ("GIS") Registry of Closed Remediation Sites. The information on the GIS Registry includes maps showing the location of properties in Wisconsin where groundwater contamination above the ES was found at the time that the case was closed. This GIS Registry is available to the general public on the WDNR's 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.

The City of Oshkosh has a community owned and operated water system which supplies potable water to your property. However, 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) and also contact the Drinking Water program within the WDNR to determine if there is a need for special well construction standards. A WDNR well construction application form may be obtained by contacting the WDNR at the address above or by accessing the WDNR website at <http://www.dnr.state.wi.us/org/water/dwg/3300254.pdf>.

Once the WDNR makes a decision on my closure request, it will be documented in a letter. If the WDNR grants closure, you may obtain a copy of this letter by requesting a copy from me, by writing to the agency address given above, or by accessing the DNR GIS Registry of Closed Remediation Sites on the Internet at <http://www.dnr.wi.gov/org/aw/rr/gis/index.htm>. 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, please contact me at 200 Peach Street, El Dorado, AR 71730 or (870) 862-6411 or Mr. McKnight at either the WDNR address noted above or (920) 424-3050.

Sincerely,



Dan Crawford  
Authorized Representative of Murphy Oil USA, Inc.

Enclosures: legal description, WDNR Publication #RR-589, map, table of analytical results

cc: Jason Powell, METCO

*LEGAL DESCRIPTION* (property at 2005 South Oregon Street, Oshkosh, Wisconsin)

Parcel No. 1

Lots 1, 2, and 3 in South Side Auto Plat, in the Fourteenth Ward, City of Oshkosh, Winnebago County, State of Wisconsin, excepting therefrom that portion thereof described as follows: Viz: Commencing at the Northeast Corner of said Lot 1; thence south, along the East line of said Lot (being the West line of Oregon Street), 8.5 feet; thence northwesterly to a point on the South line of West 20<sup>th</sup> Avenue that is 8.5 feet west of the West line of said Oregon Street; thence east, along the South line of said West 20<sup>th</sup> Avenue, 8.5 feet to the place of beginning.

Parcel No. 2

Lot 4, Southside Auto Plat, Fourteenth Ward, City of Oshkosh, Winnebago County, Wisconsin

**MURPHY**  
OIL USA, INC.

200 Peach Street (71730)  
P O Box 7000  
El Dorado, AR 71731-7000  
(870) 862-6411

August 14, 2007

Mark and Diane Monroe  
3117 Honey Creek Court  
Oshkosh, WI 54904

Dear Mr. and Mrs. Monroe,

Groundwater contamination that appears to have originated on the property located at 2005 South Oregon Street, Oshkosh, has migrated onto your property at 225 West 20<sup>th</sup> Avenue. The levels of Benzene, Ethylbenzene, Napthalene, and Trimethylbenzene contamination in the groundwater on your property are above the state groundwater enforcement standards ("ES") found in chapter NR 140, Wis. Adm. Code. However, the environmental consultants who have investigated this contamination have informed me that this groundwater contaminant plume is stable and in the process of receding and will naturally degrade over time. The environmental consultants believe that allowing natural attenuation to complete the cleanup at this site will meet the requirements for case closure that are found in chapters NR 726 and NR 746 Wis. Adm. Code. Therefore, I will be requesting that the Wisconsin Department of Natural Resources ("WDNR") accept natural attenuation as the final remedy for this site and grant case closure. Closure means that the WDNR will not be requiring any further investigation or active 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 this groundwater contamination, as long as you and any subsequent owners comply with the requirements of section 292.13, Wis. Stat., including allowing access to your property for environmental investigation or cleanup, if access is required. A copy of the WDNR's Fact Sheet 10: *Guidance for Dealing with Properties Affected by Off-Site Contamination* (publication #RR-589) is attached for your review.

The WDNR will not review my closure request for at least 30 days after the date of this letter. As a potentially affected property owner, you have the right to contact the WDNR 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 WDNR that is relevant to this closure request, you should mail that information to Kevin McKnight, WDNR, 625 East County Road Y Suite 700, Oshkosh, WI 54901

Page 2  
August 14, 2007

If this case is closed, all properties within the site boundaries where groundwater contamination exceeds the ES will be listed on the WDNR's 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 the ES was found at the time that the case was closed. This GIS Registry is available to the general public on the WDNR's 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.

The City of Oshkosh has a community owned and operated water system which supplies potable water to your property. However, 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) and also contact the Drinking Water program within the WDNR to determine if there is a need for special well construction standards. A WDNR well construction application form may be obtained by contacting the WDNR at the address above or by accessing the WDNR website at <http://www.dnr.state.wi.us/org/water/dwg/3300254.pdf>.

Once the WDNR makes a decision on my closure request, it will be documented in a letter. If the WDNR grants closure, you may obtain a copy of this letter by requesting a copy from me, by writing to the agency address given above, or by accessing the DNR GIS Registry of Closed Remediation Sites on the Internet at <http://www.dnr.wi.gov/org/aw/rr/gis/index.htm>. 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, please contact me at 200 Peach Street, El Dorado, AR 71730 or (870) 862-6411 or Mr. McKnight at either the WDNR address noted above or (920) 424-3050.

Sincerely,



Dan Crawford

Authorized Representative of Murphy Oil USA, Inc.

Enclosures: legal description, WDNR Publication #RR-589, map, table of analytical results

cc: Jason Powell, METCO

***LEGAL DESCRIPTION*** (property at 225 West 20<sup>th</sup> Ave., Oshkosh, WI)

Lots 32, 33, 34, 35, 36, 37 and 38 in SOUTH SIDE AUTO PLAT, in the Fourteenth Ward, City of Oshkosh, Winnebago County, Wisconsin, excepting therefrom the South 24 Feet of said Lot 32.



Excellence through experience™

**COPY**

1421 UW Hwy 16 ♦ La Crosse, WI 54601 ♦ 1-800-552-2932 ♦ Fax (608) 781-8893 Email: rona@metcohq.com ♦ www.metcohq.com

November 19, 2007

David Patek  
City of Oshkosh, Department of Public Works  
215 Church Avenue  
Oshkosh, WI 54903

Notification: Murphy Oil USA Inc LUST Site (BRRTS # 03-71-000778), Conditional Case  
Closure Notification

Dear Mr. Patek:

I am writing to inform you that groundwater contamination from the Murphy Oil USA Inc site located at 2005 South Oregon Street exists within the right of way of West 20<sup>th</sup> Avenue, near the intersection of West 20<sup>th</sup> Avenue and South Oregon Street.

As part of the required documentation, you are hereby notified that residual petroleum contamination exists in the groundwater within the right-of-way of West 20th Avenue, approximately 175 feet west of its intersection with South Oregon Street. Soil and groundwater contamination was found to exist in the area of the removed underground petroleum storage tanks and dispensers. Groundwater contamination has migrated to the northwest across the right of way of West 20<sup>th</sup> Avenue. Depth to groundwater in this area is approximately 15 feet below ground surface.

If the contaminated soil or groundwater is encountered during future construction, it may pose inhalation or other direct contact hazards. Any contaminated soil or groundwater encountered will require sampling and analysis, as well as proper storage, treatment, and disposal of any excavated materials. We are enclosing a site map displaying an inferred groundwater contamination plume.

If you have any questions, or require more detailed information, please contact me at METCO's La Crosse office (608-781-8879).

Sincerely,

Jason T. Powell  
Staff Scientist

Enclosure: Map

c: Dan Crawford – Murphy Oil USA, Inc.