

**GIS REGISTRY INFORMATION**

**SITE NAME:** SCHERER PROPERTY

**BRRTS #:** 03-71-282515 **FID # (if appropriate):** \_\_\_\_\_

**COMMERCE # (if appropriate):** 54901-3057-23

**CLOSURE DATE:** 09/08/2003

**STREET ADDRESS:** 1423 MONROE STREET

**CITY:** OSHKOSH

**SOURCE PROPERTY GPS COORDINATES (meters in WTM91 projection):**  
 X= \_\_\_\_\_ 637771 Y= \_\_\_\_\_ 396844

**CONTAMINATED MEDIA:** Groundwater  Soil  Both

**OFF-SOURCE GW CONTAMINATION >ES:**  Yes  No

**IF YES, STREET ADDRESS 1:** \_\_\_\_\_

**GPS COORDINATES (meters in WTM91 projection):** X= \_\_\_\_\_ Y= \_\_\_\_\_

**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 issued	<b>X</b>
Copy of most recent deed, including legal description, for all affected properties	<b>X</b>
Certified survey map or relevant portion of the recorded plat map (if referenced in the legal description) for all affected properties	<b>NA</b>
County Parcel ID number, if used for county, for all affected properties	<b>X</b>
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.	<b>X</b>
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.	<b>X</b>
Tables of Latest Groundwater Analytical Results (no shading or cross-hatching)	<b>X</b>
Tables of Latest Soil Analytical Results (no shading or cross-hatching)	<b>X</b>
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.	<b>X</b>
GW: Table of water level elevations, with sampling dates, and free product noted if present	<b>X</b>
GW: Latest groundwater flow direction/monitoring well location map (should be 2 maps if maximum variation in flow direction is greater than 20 degrees)	<b>X</b>
SOIL: Latest horizontal extent of contamination exceeding generic or SSRCLs, with one contour	<b>X</b>
Geologic cross-sections, if required for SI. (8.5x14" if paper copy)	<b>X</b>
RP certified statement that legal descriptions are complete and accurate	<b>X</b>
Copies of off-source notification letters (if applicable)	<b>X</b>
Letter informing ROW owner of residual contamination (if applicable)(public, highway or railroad ROW)	<b>NA</b>
Copy of (soil or land use) deed restriction(s) or deed notice if any required as a condition of closure	<b>NA</b>



ENVIRONMENTAL & REGULATORY SERVICES DIVISION  
BUREAU OF PECFA  
2129 Jackson Street  
Oshkosh, Wisconsin 54901-1805  
TDD #: (608) 264-8777  
Fax #: (920) 424-0217  
<http://www.commerce.state.wi.us>  
<http://www.wisconsin.gov>  
Jim Doyle, Governor  
Cory L. Nettles, Secretary

October 6, 2003

Jeff Scherer  
501 Merritt Ave  
Oshkosh, WI 54901

RE: **Final Closure**

**Commerce # 54901-3057-23**      **WDNR BRRTS # 03-71-282515**  
Scherer Property, 1423 Monroe St, Oshkosh

Dear Mr. Scherer:

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

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

Thank you for your efforts to bring this case to closure. If you have any questions, please contact me in writing at the letterhead address or by telephone at (920) 424-0025.

Sincerely,

A handwritten signature in cursive script that reads 'Thomas Verstegen'.

Thomas Verstegen  
Department of Commerce  
PECFA - Site Review Section

cc: Brian Youngwirth - MES  
→ Case File

Document Number



# LAND CONTRACT

1143626

REGISTER'S OFFICE  
WINNEBAGO COUNTY, WI  
RECORDED ON

08-22-2001 11:09 AM

SUSAN WINNINGHOFF  
REGISTER OF DEEDS

RECORDING FEE 12.00  
TRANSFER FEE 165.00  
# OF PAGES 2

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

Recording Area

Name and Return Address - *Etc.*

JOSEPH N. BAUER, Attorney at Law  
P. O. Box 1338  
Oshkosh, WI 54902-1338

15-731

(Parcel Identification Number)

Lots Nine (9) and Ten (10) of Block Thirteen (13), in PLEASANT HOME LAND COMPANY'S SECOND ADDITION, in the 15th Ward, City of Oshkosh.

Purchaser understands that no structure may be placed within ten (10) feet from the building located on the adjacent parcel to the west. However, in the event Purchaser can obtain a variance, or, in the event the law prohibiting such construction is amended, then Purchaser may construct such building so long as in conformity with the then existing law.

This is not homestead property.

Purchaser agrees to purchase the Property and to pay to Vendor at place designated by Vendor, the sum of \$65,000.00 in the following manner: (a) \$8,250.00 at the execution of this Contract; and (b) the balance of \$46,750.00, together with interest from date hereof on the balance outstanding from time to time at the rate of 8.50% percent per annum until paid in full, as follows:

Payment shall commence on September 20, 2001 and on that day each month thereafter in the amount of \$500.00 per month. This Land Contract shall be due and payable in full three (3) years from date hereof. However, so long as Purchaser is not in default hereunder, then at Purchaser's election, Purchaser may extend this Land Contract by an additional three (3) years. The interest rate shall be one and three-fourths percent (1.75%) above the prime rate published in the *Wall Street Journal* on August 20, 2004. That interest rate shall continue through the three (3) year extension. The monthly payment shall continue to be \$500.00 per month.

Provided, however, the entire outstanding balance shall be paid in full on or before the 20th day of August, 2001 (the maturity date).

Following any default in payment, interest shall accrue at the rate of 10.0% per annum on the entire amount in default (which shall include, without limitation, delinquent interest and, upon acceleration or maturity, the entire principal balance).

Purchaser, unless excused by Vendor, Vendor excuses such payments so long as Purchaser is not in default, agrees to pay monthly to Vendor amounts sufficient to pay reasonably anticipated annual taxes, special assessments, fire and required insurance premiums when due. To the extent received by Vendor, Vendor agrees to apply payments to these obligations when due. Such amounts received by the Vendor for payment of taxes, assessments and insurance will be deposited into an escrow fund or trustee account, but shall not bear interest unless otherwise required by law.

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

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

Purchaser states that Purchaser is satisfied with the title as shown by the title evidence submitted to Purchaser for examination except: Utility easements and restrictions of record.

Purchaser agrees to pay the cost of future title evidence. If title evidence is in the form of an abstract, it shall be retained by Vendor until the full purchase price is paid.

Purchaser shall be entitled to take possession of the Property on Land Contract Closing Date.

Purchaser promises to pay when due all taxes and assessments levied on the Property or upon Vendor's interest in it and to deliver Vendor on demand receipts showing such payment.

Purchaser shall keep the improvements on the Property insured against loss or damage occasioned by fire, extended coverage perils and such other hazards as Vendor may require, without co-insurance, through insurers approved by Vendor, in the sum of \$ replacement value, but Vendor shall not require coverage in an amount more than the balance owed under this Contract. Purchaser shall pay the insurance premiums when due. The policies shall contain the standard clause in favor of the Vendor's interest and, unless Vendor otherwise agrees in writing, the original of all policies covering the Property shall be deposited with Vendor. Purchaser shall promptly give notice of loss to insurance companies and Vendor. Unless Purchaser and Vendor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided the Vendor deems the restoration or repair to be economically feasible.

Purchaser covenants not to commit waste nor allow waste to be committed on the Property, to keep the Property in good tenable condition and repair, to keep the Property free from liens superior to the lien of this Contract, and to comply with all laws, ordinances and regulations affecting the Property.

Vendor agrees that in case the purchase price with interest and other moneys shall be fully paid and all conditions shall be fully performed at the times and in the manner above specified, Vendor will on demand, execute and deliver to the Purchaser, a Warranty Deed, in fee simple, of the Property, free and clear of all liens and encumbrances, except any liens or encumbrances created by the act or default of Purchaser, and except: Utility easements and restrictions of record.

Purchaser agrees that time is of the essence and (a) in the event of a default in the payment of any principal or interest which continues for a period of 30 days following the specified due date or (b) in the event of a default in performance of any other obligation of Purchaser which continues for a period of 30 days following written notice thereof by Vendor (delivered personally or mailed by certified mail), then the entire outstanding balance under this contract shall become immediately due and payable in full, at Vendor's option and without notice (which Purchaser hereby waives), and Vendor shall also have the following rights and remedies (subject to any limitations provided by law) in addition to those provided by law or in equity: (i) Vendor may, at his option, terminate this Contract and Purchaser's rights, title and interest in the Property and recover the Property back through strict foreclosure with any equity of redemption to be conditioned upon Purchaser's full payment of the entire outstanding balance, with interest thereon from the date of default at the rate in effect on such date and other amounts due hereunder (in which event all amounts previously paid by Purchaser shall be forfeited as liquidated damages for failure to fulfill this Contract and as rental for the Property if purchaser fails to redeem); or (ii) Vendor may sue for specific performance of this Contract to compel immediate and full payment of the entire outstanding balance, with interest thereon at the rate in effect on the date of default and other amounts due hereunder, in which event the Property shall be auctioned at judicial sale and Purchaser shall be liable for any deficiency; or (iii) Vendor may sue at law for the entire unpaid purchase price or any portion thereof; or (iv) Vendor may declare this Contract at an end and remove this Contract as a cloud on title in a quiet-title action if the equitable interest of Purchaser is insignificant; and (v) Vendor may have Purchaser ejected from possession of the Property and have a receiver appointed to collect any rents, issues or profits during the pendency of any action under (i), (ii) or (iv) above. Notwithstanding any oral or written statements or actions of Vendor, an election of any of the foregoing remedies shall only be binding upon Vendor if and when pursued in litigation and all costs and expenses including reasonable attorneys fees of Vendor incurred to enforce any remedy hereunder (whether abated or not) to the extent not prohibited by law and expenses of title evidence shall be added to principal and paid by Purchaser, as incurred, and shall be included in any judgment.

Upon the commencement or during the pendency of any action of foreclosure of this Contract, Purchaser consents to the appointment of a receiver of the Property, including homestead interest, to collect the rents, issues, and profits of the Property during the pendency of such action, and such rents, issues, and profits when so collected shall be held and applied as the court shall direct.

Purchaser shall not transfer, sell or convey any legal or equitable interest in the Property (by assignment of any of Purchaser's rights under this Contract or by option, long-term lease or in any other way) without the prior written consent of Vendor unless either the outstanding balance payable under this Contract is first paid in full or the interest conveyed is a pledge or assignment of Purchaser's interest under this Contract solely as security for an indebtedness of Purchaser. In the event of any such transfer, sale or conveyance without Vendor's written consent, the entire outstanding balance payable under this Contract shall become immediately due and payable in full, at Vendor's option without notice.

Vendor shall make all payments when due under any mortgage outstanding against the Property on the date of this Contract (except for any mortgage granted by Purchaser) or under any note secured thereby, provided Purchaser makes timely payment of the amount then due under this Contract. Purchaser may make any such payments directly to the Mortgagee if Vendor fails to do so and all payments so made by Purchaser shall be considered payments made on this Contract.

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

All terms of this Contract shall be binding upon and inure to the benefits of the heirs, legal representatives, successors and assigns of Vendor and Purchaser. (If not an owner of the Property the spouse of Vendor for a valuable consideration joins herein to release homestead rights in the subject Property and agrees to join in the execution of the deed to be made in fulfillment hereof.)

Dated this 20<sup>th</sup> day of August, 2001.

Jeffrey P. Scherer Vendor

Kurt J. Metko Purchaser

Vendor

Purchaser

AUTHENTICATION

ACKNOWLEDGMENT

Signature(s) Jeffrey P. Scherer and Kurt J. Metko

STATE OF WISCONSIN  
COUNTY

authenticated this 20<sup>th</sup> day of August, 2001

Personally came before me this 20 day of August 2001 the above named \_\_\_\_\_, to me known to be the person(s) who executed the foregoing instrument and acknowledge the same.

Joseph N. Bauer  
signature  
JOSEPH N. BAUER, Attorney at Law  
type or print name

signature  
type or print name \_\_\_\_\_

TITLE: MEMBER STATE BAR OF WISCONSIN  
(If not, \_\_\_\_\_  
authorized by § 706.06, Wis. Stats.)

Notary Public \_\_\_\_\_ County, Wisconsin  
My commission is permanent. (If not, state expiration date: \_\_\_\_\_.)

THIS INSTRUMENT WAS DRAFTED BY  
JOSEPH N. BAUER, Attorney at Law  
Oshkosh, Wisconsin

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



Home Search Records General Info EXIT

Aka



**Parcel Info**

**Assessment/Sales**

**Main Building(s)**

**Commercial**

**QBY**

**Photo**

<b>Parcel Information</b>	
Address	1423 MONROE ST
Class	COMMERCIAL

<b>Owner</b>	
Name	METKO, KURT J
Address 1	3945 SUMMERVIEW DR
Unit#	
City	OSHKOSH
State	WI
Zip Code	54901 1288

<b>Lot Size</b>		1 of 1
Frontage		
Effective Depth		
Square Feet	12000	
Acres	.28	

<b>Legal Description</b>	
Desc	LOTS 9 & 10 BLK 13 PLEASANT HOME LAND COS 2ND ADD

**Current Record**

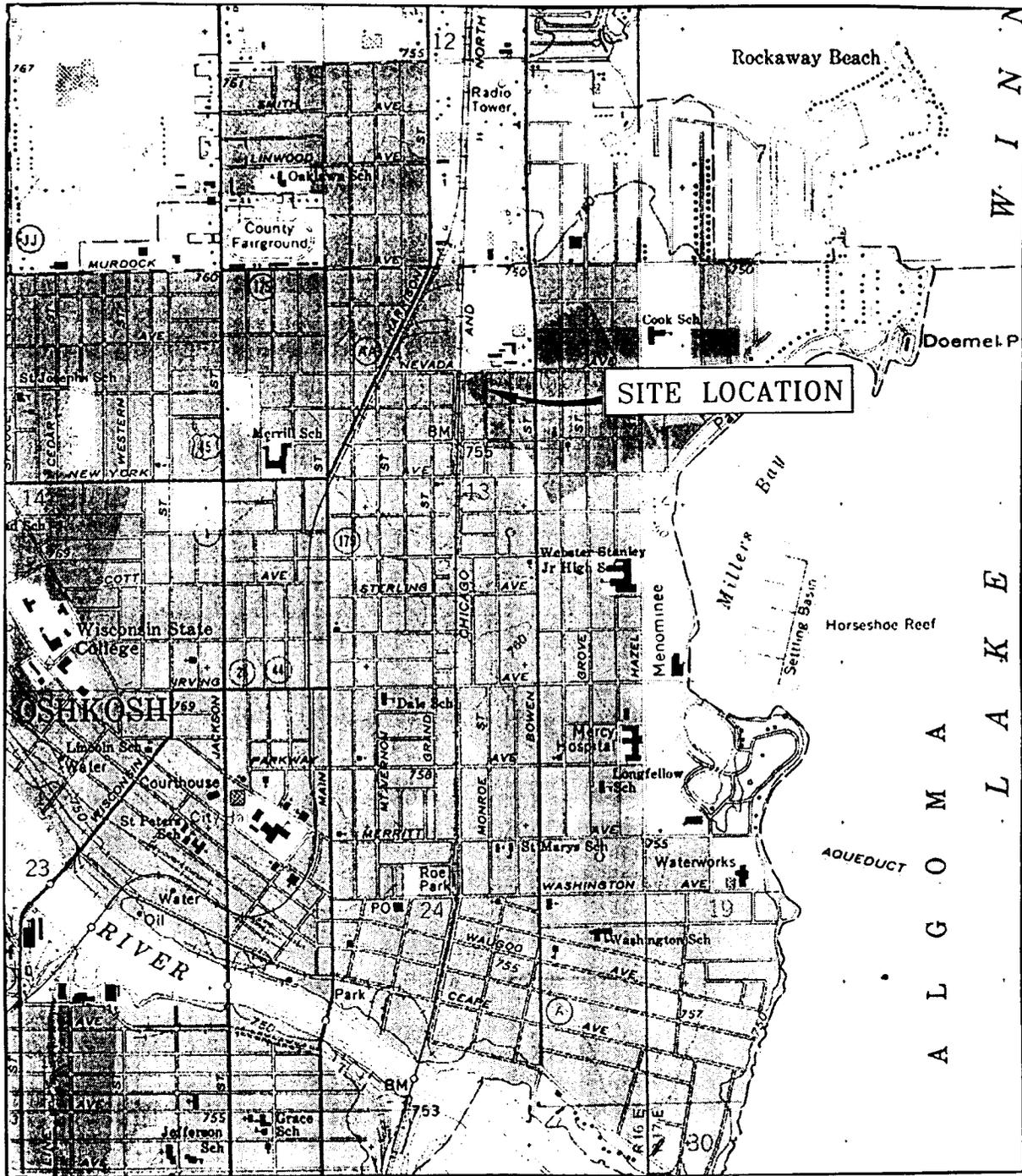
1507310000

**Your Search List**

1 of 1

- View Search List
- Refine Search
- New Search





OSHKOSH QUADRANGLE  
 U.S.G.S. 7.5 MINUTE SERIES  
 (TOPOGRAPHIC) WINNEBAGO COUNTY  
 WISCONSIN



SCALE: 1:24,000

FIGURE 1: SITE LOCATION MAP

**MES**  
 MIDWEST ENGINEERING SERVICES

104 W. JACKSON ST.,  
 RIPON, WI 54971  
 TEL: (920) 745-2200  
 FAX: (920) 745-2222

12-11140  
 DATE: 5/28/03  
 ID#: S\ PLOT

SCHERER PROPERTY  
 OSHKOSH, WISCONSIN  
 GIS REGISTRATION PACKAGE

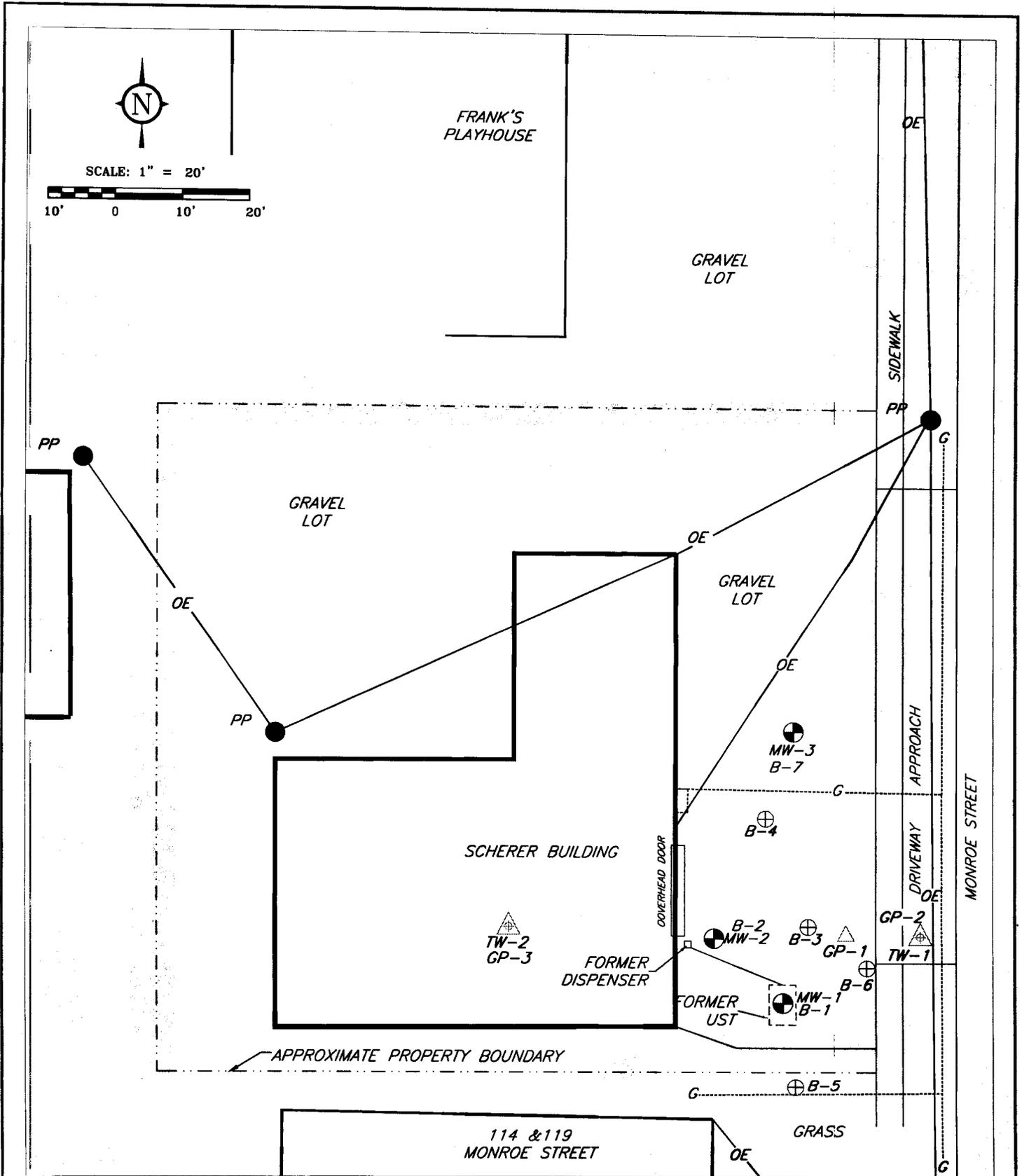


FIGURE 2: SITE PLAN MAP

**MES** 104 W. JACKSON ST.,  
RIPON, WI.  
TEL: (920) 745-2200  
FAX: (920) 745-2222  
MIDWEST ENGINEERING SERVICES

12-11140	
DRAWN BY: KP	REVIEWED BY:
DATE: 5/28/03	APPROVED BY:
ID#: PLOT	

SCHERER PROPERTY  
OSHKOSH, WISCONSIN  
GIS REGISTRATION PACKAGE

TABLE 2  
GROUNDWATER ANALYTICAL DATA  
SCHERER PROPERTY  
OSHKOSH, WISCONSIN  
MES PROJECT No. 12-11140

Monitoring Well	NR 140		MW-1			MW-2		
	ES	PAL	1/3/02	6/6/02	10/24/02	1/3/02	6/6/02	10/24/02
<b>PETROLEUM VOLATILE ORGANIC COMPOUNDS (PVOC) (µg/L)</b>								
Benzene	5	0.5	7.1	4.2	1.8	36	450	460
Ethylbenzene	700	140	Q	<0.82	<0.82	64	1400	1400
Methyl tert-butyl ether	60	12	<0.67	<0.43	Q	<6.7	34	<11
Toluene	1000	200	<0.47	<0.68	<0.68	990	7400	3700
1,2,4-Trimethylbenzene	480	96	Q	<0.92	3.5	130	1400	1300
1,3,5-Trimethylbenzene			<0.52	<0.94	1.3	220	390	390
Xylenes, -m, -p	10000	1000	4.8	<1.7	<1.7	780	5400	5500
Xylenes, -o			<0.54	<0.77	<0.77	1200	2400	2000
<b>OTHER DETECTED VOLATILE ORGANIC COMPOUNDS (VOC) (µg/L)</b>								
sec-Butylbenzene	NE	NE	<0.49	NA	NA	<4.9	NA	NA
n-Butylbenzene	NE	NE	<0.61	NA	NA	<6.1	NA	NA
1,2-Dichloroethane	5	0.5	Q	NA	NA	Q	23	NA
1,1-Dichloroethane	850	85	<0.48	NA	NA	<4.8	NA	NA
Diisopropyl ether	NE	NE	<0.60	NA	NA	<6.0	NA	NA
Isopropylbenzene	NE	NE	<0.43	NA	NA	<4.3	NA	NA
p-Isopropyltoluene	NE	NE	<0.57	NA	NA	Q	NA	NA
Naphthalene	40	8	<0.59	NA	NA	33	340	350
n-Propylbenzene	NE	NE	<0.64	NA	NA	<6.4	NA	NA
<b>LEAD (µg/L)</b>								
Lead	15	1.5	0.46	NA	NA	2.3	NA	NA

ES = Enforcement Standard

PAL = Preventive Action Limit

µg/L = micrograms per liter

NA = Parameter not analyzed

NE = NR 140 ES not established

Q = Analyte detected above laboratory limit of detection but below limit of quantitation.

Bold entries indicate analytical results exceed the NR 140 ES

**TABLE 2**  
**GROUNDWATER ANALYTICAL DATA**  
**SCHERER PROPERTY**  
**OSHKOSH, WISCONSIN**  
**MES PROJECT No. 12-11140**

Monitoring Well	NR 140		MW-3			TW-1	TW-2
	ES	PAL	1/3/02	6/6/02	10/24/02	10/24/02	10/24/02
<b>PETROLEUM VOLATILE ORGANIC COMPOUNDS (PVOC) (µg/L)</b>							
Benzene	5	0.5	<0.48	<0.45	<0.45	12	<0.25
Ethylbenzene	700	140	<0.43	<0.82	<0.82	Q	<0.53
Methyl tert-butyl ether	60	12	<0.67	<0.43	<0.43	<0.87	<0.87
Toluene	1000	200	<0.47	<0.68	<0.68	<0.84	<0.84
1,2,4-Trimethylbenzene	480	96	<0.51	<0.92	<0.92	8.3	<0.69
1,3,5-Trimethylbenzene			<0.52	<0.94	<0.94	17	<0.64
Xylenes, -m, -p	10000	1000	<1.4	<1.7	<1.7	72	<1.1
Xylenes, -o			<0.54	<0.77	<0.77	<0.73	<0.73
<b>OTHER DETECTED VOLATILE ORGANIC COMPOUNDS (VOC) (µg/L)</b>							
sec-Butylbenzene	NE	NE	<0.49	NA	NA	<0.62	<0.62
n-Butylbenzene	NE	NE	<0.61	NA	NA	<0.65	<0.65
1,2-Dichloroethane	5	0.5	<0.47	NA	NA	<0.55	<0.55
1,1-Dichloroethane	850	85	<0.48	NA	NA	<0.58	<0.56
Diisopropyl ether	NE	NE	<0.60	NA	NA	<0.60	<0.60
Isopropylbenzene	NE	NE	<0.43	NA	NA	<0.66	<0.66
p-Isopropyltoluene	NE	NE	<0.57	NA	NA	<0.58	<0.58
Naphthalene	40	8	<0.59	NA	NA	Q	<0.63
n-Propylbenzene	NE	NE	<0.64	NA	NA	<0.95	<0.95
<b>LEAD (µg/L)</b>							
Lead	15	1.5	<0.39	NA	NA	Q	Q

ES = Enforcement Standard

PAL = Preventive Action Limit

µg/L = micrograms per liter

NA = Parameter not analyzed

NE = NR 140 ES not established

Q = Analyte detected above laboratory limit of detection but below limit of quantitation.

Bold entries indicate analytical results exceed the NR 140 ES

**TABLE 1**  
**SOIL ANALYTICAL RESULTS**  
**SCHERER PROPERTY**  
**OSHKOSH, WISCONSIN**  
**MES PROJECT No. 12-11140**

Sample No.	NR 720 RCL	NR 746 SSL	NR 746 DCL	GP-1	GP-2	GP-3
Sampling Date				September 25, 2002		
Sample Depth (feet)				2-4'	2-4'	2-4'
<b>GASOLINE RANGE ORGANICS (GRO), DIESEL RANGE ORGANICS (DRO) (mg/kg)</b>						
GRO	250	NE	NE	7.4	<3.4	<3.2
<b>PETROLEUM VOLATILE ORGANIC COMPOUNDS (PVOC) (µg/kg)</b>						
Benzene	5.5	8500	1100	Q	<25	<25
Ethylbenzene	2900	4600	NE	90	<25	<25
Methyl tert-butyl ether	NE	NE	NE	<25	<25	<25
Toluene	1500	38000	NE	<25	<25	<25
1,2-Dichloroethane	NE	600	540	<25	<25	<25
1,2,4-Trimethylbenzene	NE	83000	NE	290	<25	<25
1,3,5-Trimethylbenzene	NE	11000	NE	110	<25	<25
Xylenes, -m, -p	4100	42000	NE	330	<25	<25
Xylenes, -o				<25	<25	<25
<b>LEAD (mg/kg)</b>						
Lead	500	NE	NE	7.0	15	53

mg/kg = milligrams per kilogram

µg/kg = micrograms per kilogram

RCL = Residual Contaminant Level

NA = Parameter not analyzed

NE = NR 720 RCL not established

Q = Analyte detected above laboratory limit of detection but below limit of quantitation.

Bold entries indicate analytical results exceed the NR 720 RCL

TABLE 1  
SOIL ANALYTICAL RESULTS  
SCHERER PROPERTY  
OSHKOSH, WISCONSIN  
MES PROJECT No. 12-11140

Sample No.	NR 720 RCL	NR 746 SSL	NR 746 DCL	B-1	B-2	B-3	B-4	B-5	B-6	B-7
Sampling Date				December 19, 2001						
Sample Depth (feet)				4-6'	2-4'	4-6'	4-6'	4-6'	4-6'	4-6'
<b>GASOLINE RANGE ORGANICS (GRO), DIESEL RANGE ORGANICS (DRO) (mg/kg)</b>										
GRO	250	NE	NE	16	2620	83	<6.6	<5.9	<5.7	<6.5
<b>PETROLEUM VOLATILE ORGANIC COMPOUNDS (PVOC) (µg/kg)</b>										
Benzene	5.5	8500	1100	52	<3110	133	<33	<29	<28	<33
Ethylbenzene	2900	4600	NE	371	51100	1440	<33	<29	<28	<33
Methyl tert-butyl ether	NE	NE	NE	<28	<3110	<31	<33	<29	<28	<33
Toluene	1500	38000	NE	337	102000	578	<33	<29	<28	<33
1,2-Dichloroethane	NE	600	540	<28	<3110	<31	<33	<29	<28	<33
1,2,4-Trimethylbenzene	NE	83000	NE	933	137000	4780	<33	<29	<28	<33
1,3,5-Trimethylbenzene	NE	11000	NE	247	43600	1440	<33	<29	<28	<33
Xylenes, -m, -p	4100	42000	NE	2020	311000	7220	<46	<41	<40	<46
Xylenes, -o										
<b>LEAD (mg/kg)</b>										
Lead	500	NE	NE	43	26	12	20	12	10	13

mg/kg = milligrams per kilogram

µg/kg = micrograms per kilogram

RCL = Residual Contaminant Level

NA = Parameter not analyzed

NE = NR 720 RCL not established

Q = Analyte detected above laboratory limit of detection but below limit of quantitation.

Bold entries indicate analytical results exceed the NR 720 RCL



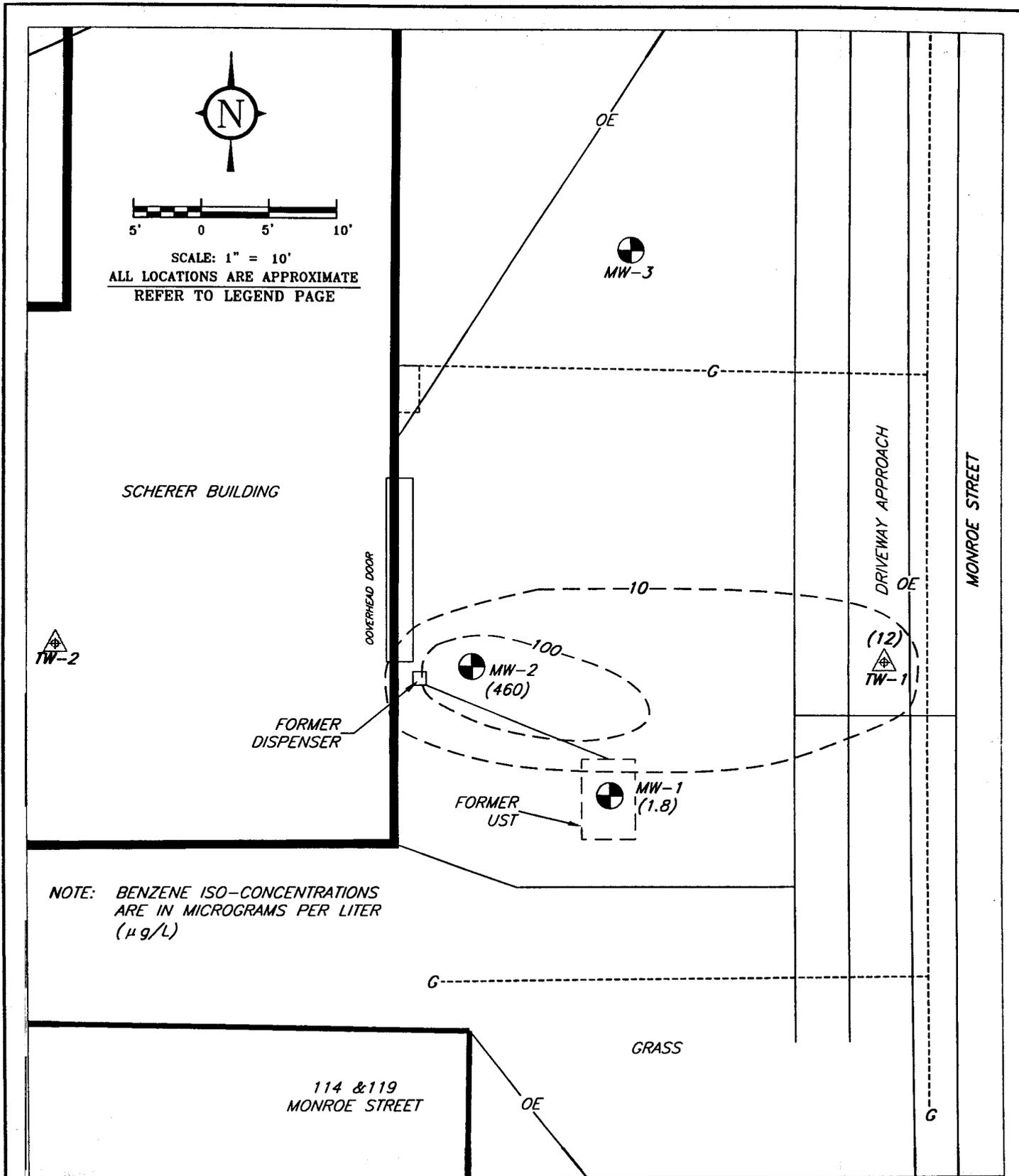


FIGURE 3: BENZENE ISO-CONCENTRATION MAP - OCTOBER 24, 2002

**MES**  
 MIDWEST ENGINEERING SERVICES

104 W. JACKSON ST.,  
 RIPON, WI.  
 TEL: (920) 745-2200  
 FAX: (920) 745-2222

12-11140

DRAWN BY: KP	REVIEWED BY:
DATE: 5/28/03	APPROVED BY:
ID#: PLOT	

SCHERER PROPERTY  
 OSHKOSH, WISCONSIN  
 GIS REGISTRATION PACKAGE

**TABLE 3  
WATER LEVEL MEASUREMENTS  
SCHERER PROPERTY  
OSHKOSH, WI  
MES PROJECT No. 12-11140**

Monitoring Well Number	Top of Well Casing Elevation	Date Measured	Depth to Water (Ft.)	Groundwater Elevation (Ft.)
MW-1	97.41	12/27/01	3.08	94.33
		1/3/02	3.64	93.77
		2/1/02	3.37	94.04
		6/6/02	1.89	95.52
		7/30/02	3.46	93.95
		10/24/02	3.18	94.23
MW-2	97.6	12/27/01	11.83	85.77
		1/3/02	9.29	88.31
		2/1/02	4.39	93.21
		6/6/02	1.69	95.91
		7/30/02	3.07	94.53
		10/24/02	2.89	94.71
MW-3	97.38	12/27/01	3.96	93.42
		1/3/02	3.99	93.39
		2/1/02	3.60	93.78
		6/6/02	1.54	95.84
		7/30/02	3.31	94.07
		10/24/02	3.07	94.31
TW-1	97.54	10/24/02	4.45	93.09
TW-2	97.39	10/24/02	5.31	92.08

ft = feet

NR=Not recorded

Elevations in feet in reference to benchmark with an assumed elevation of 100 feet.

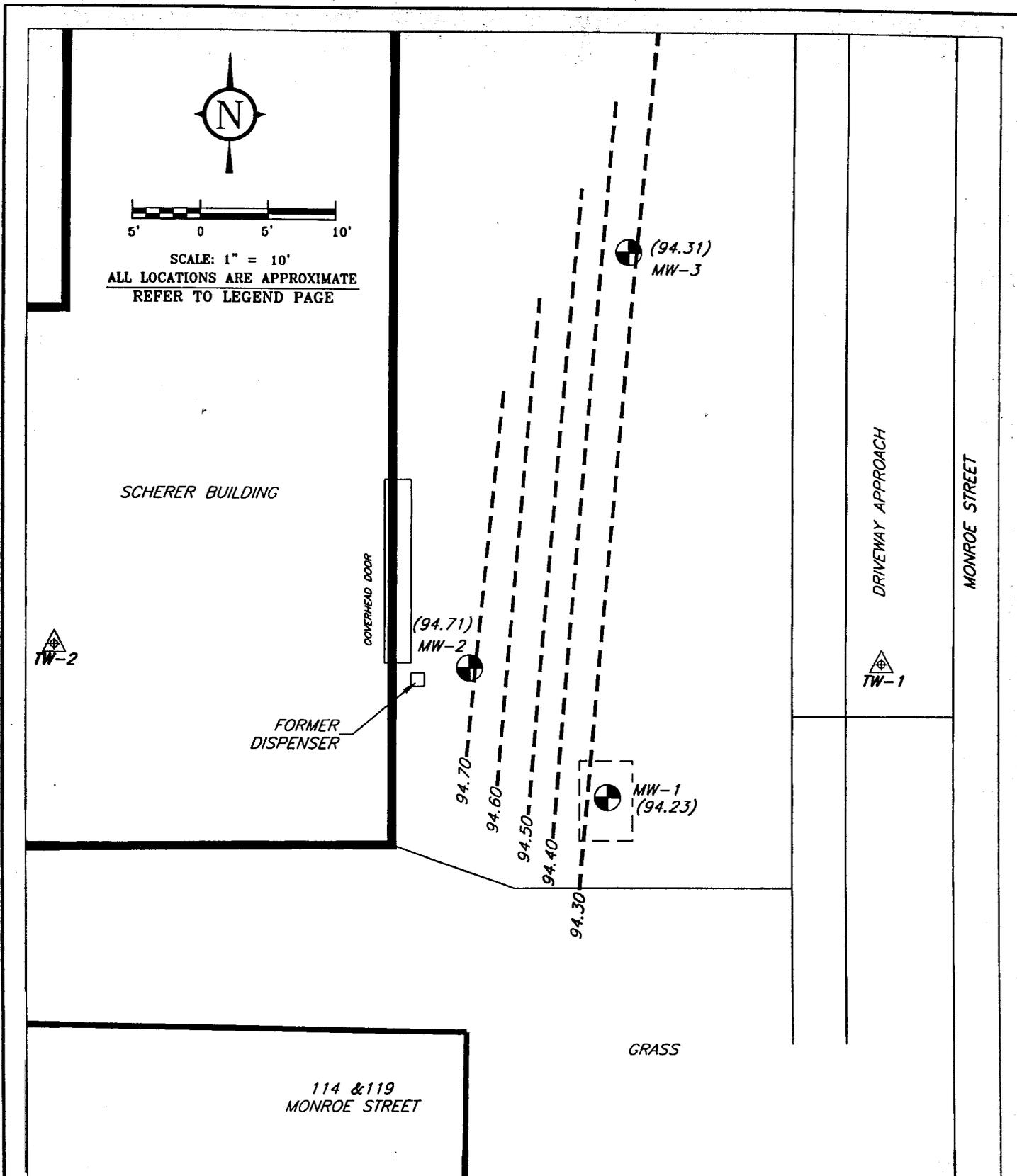


FIGURE 4: GROUNDWATER ELEVATION CONTOUR MAP - OCTOBER 24, 2002

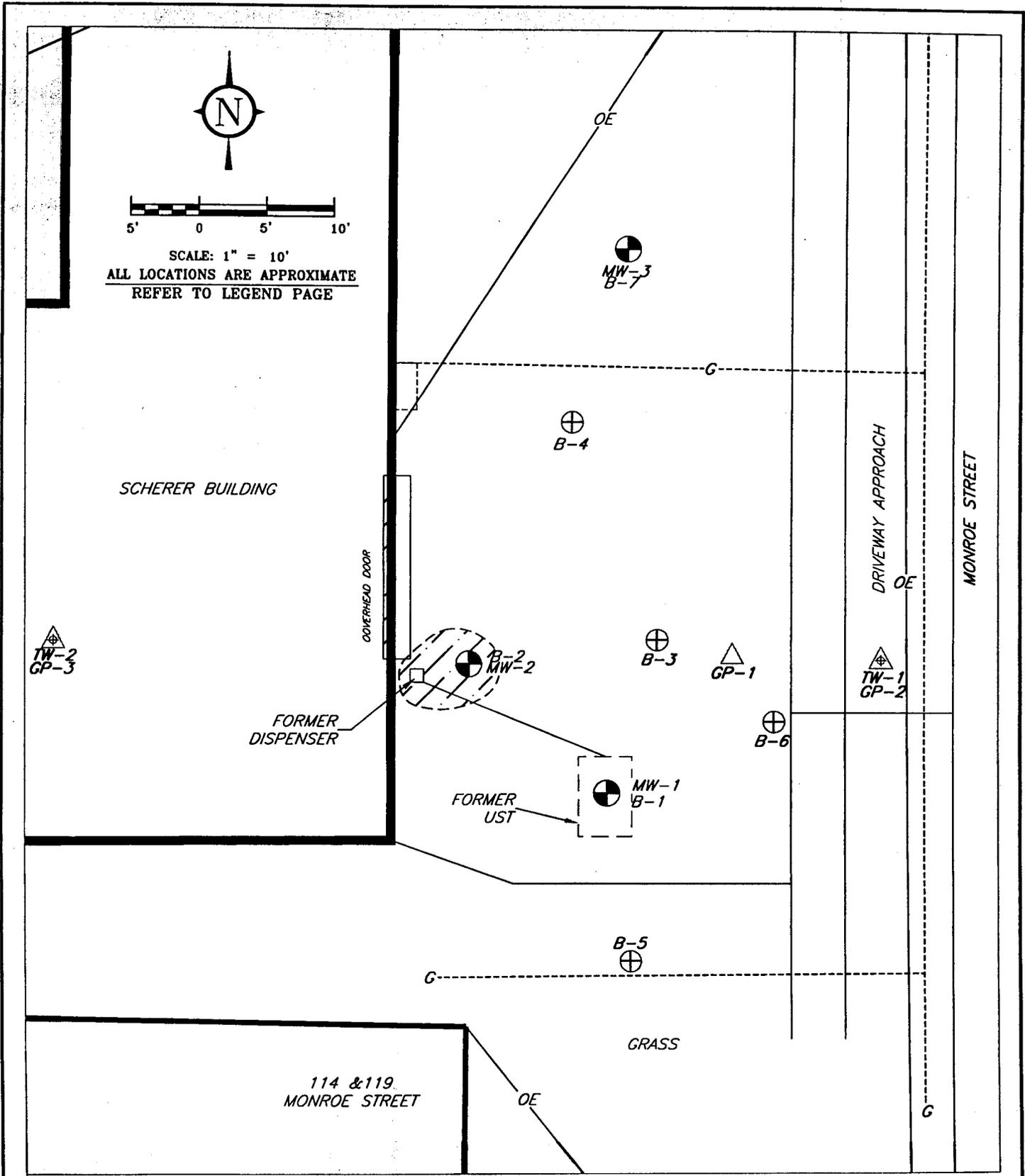
**MES**

104 W. JACKSON ST.,  
 RIPON, WI.  
 TEL: (920) 745-2200  
 FAX: (920) 745-2222

12-11140

DRAWN BY: KP	REVIEWED BY:
DATE: 5/28/03	APPROVED BY:
ID#: PLOT	

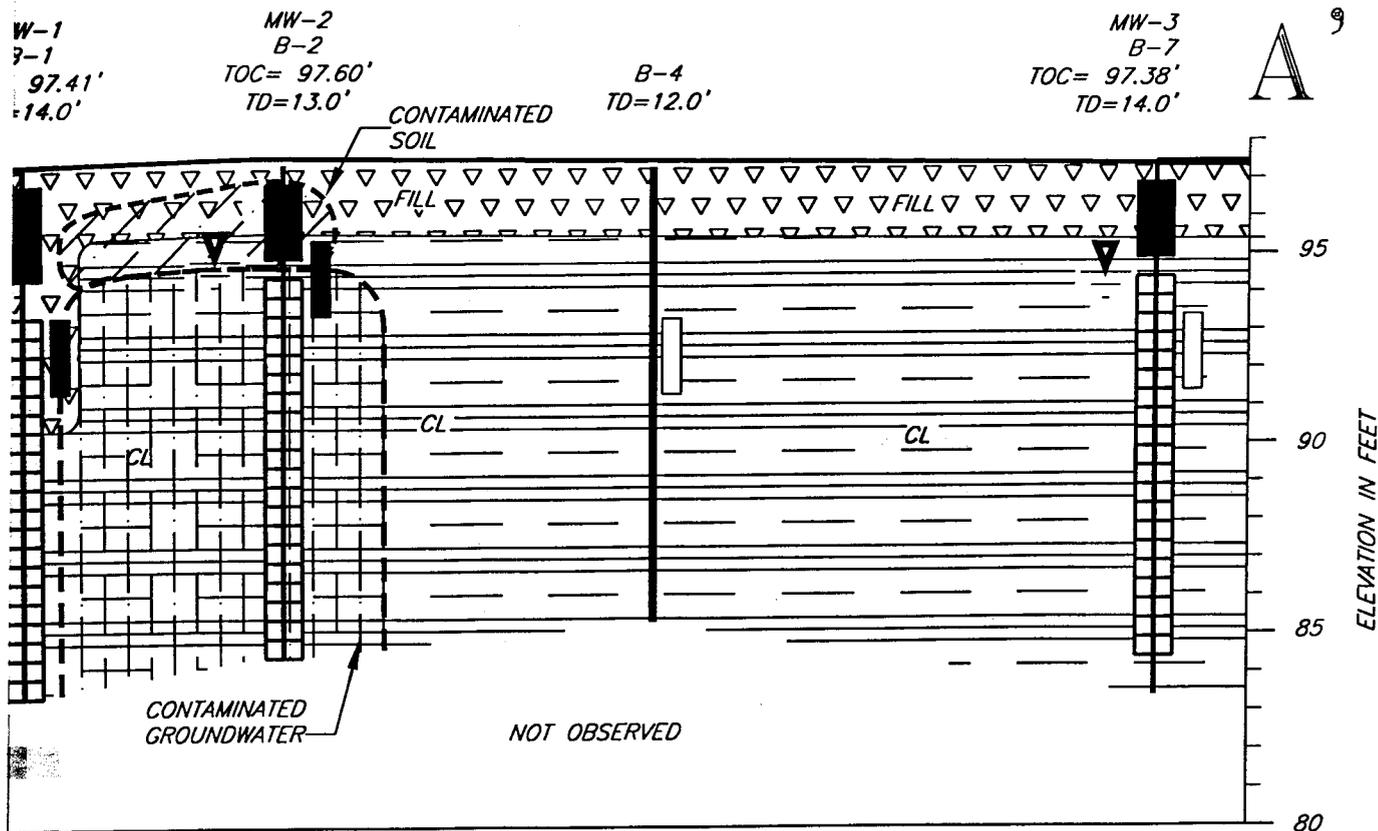
SCHERER PROPERTY  
 OSHKOSH, WISCONSIN  
 GIS REGISTRATION PACKAGE



**FIGURE 5: ESTIMATED EXTENT OF SOIL CONTAMINATION EXCEEDING NR SSL**

 <p><b>MES</b> MIDWEST ENGINEERING SERVICES</p>	104 W. JACKSON ST., RIPON, WI. TEL: (920) 745-2200 FAX: (920) 745-2222	12-11140	SCHERER PROPERTY OSHKOSH, WISCONSIN GIS REGISTRATION PACKAGE	
		DRAWN BY: KP	REVIEWED BY:	
		DATE: 5/28/03	APPROVED BY:	
		ID#: PLOT		

SOILS CLASSIFICATION		MONITORING WELL	
CL	 Organic clays of medium to high plasticity, organic silty clays, organic silts.		Bentonite Seal
L	 See bore logs		Groundwater Elevations
ML	 Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays.		10/24/02
	 Not observed		Soil Sample Locations
			Soil Samples Exceeding RCL
			Well Screen



GEOLOGICAL CROSS SECTION A-A'

SCHERER PROPERTY  
 OSHKOSH, WISCONSIN  
 GIS REGISTRATION PACKAGE



midwest engineering services, inc.

geotechnical • environmental • materials engineers

104 W. Jackson St.  
Ripon, WI 54971-1314  
920-745-2200  
FAX 920-745-2222  
www.midwesteng.com

May 28, 2003

Mr. Jeffery Scherer  
501 Merritt Street  
Oshkosh, Wisconsin 54901

**SUBJECT: GIS REGISTRY**  
**Scherer Property**  
1423 Monroe Street  
Oshkosh, Wisconsin  
MES Project No.12-11140

Dear Mr. Scherer:

Midwest Engineering is currently acquiring the necessary information to complete the Geographical Information System (GIS) package. The WDNR requires a statement signed by the Responsible Party certifying that the legal descriptions contained on the deed are correct. Therefore, please review the legal description on the attached deed and if the information appears correct, please sign the attached statement and return it to MES utilizing the attached envelope.

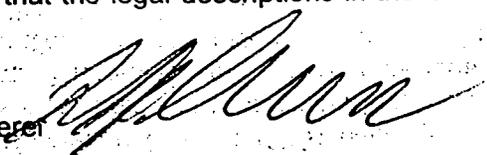
If you have any questions, or wish to discuss any part of this correspondence, please feel free to contact MES at (920) 745-2200.

Respectfully Submitted,

MIDWEST ENGINEERING SERVICES, INC.

  
Brian Youngwith  
Hydrogeologist

I hereby certify that the legal descriptions in the GIS registration package are complete and accurate.

Mr. Jeffery Scherer 

CORPORATE OFFICE: WAUKESHA, WI 262-970-0764

APPLETON, WI CHIPPewa FALLS, WI GREEN BAY, WI CHAMPAIGN, IL CHICAGO, IL OFALLON, IL MUNSTER, IN ST. LOUIS, MO GRAND RAPIDS, MI

**U.S. Postal Service  
CERTIFIED MAIL RECEIPT  
(Domestic Mail Only; No Insurance Coverage Provided)**

Article Sent To:  
**Kurt Metko**

Postage	\$ .37
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.75
Restricted Delivery Fee (Endorsement Required)	
<b>Total Postage &amp; Fees</b>	<b>\$ 4.42</b>

Postmark  
Here

9317 3081 2000 022E 4607

Name (Please Print Clearly) (To be completed by mailer)

Street, Apt. No.; or PO Box No.  
**3945 Sumnerview Dr.**

City, State, ZIP+4  
**Oshkosh WI 54901**

PS Form 3800, July 1999 See Reverse for Instructions

CERTIFIED MAIL

May 28, 2003

Kurt J. Metko  
1414 Grand Street  
Oshkosh, WI 54901

RE: **SITE NOTICE OF GROUNDWATER CONTAMINATION**  
Scherer Property  
1423 Monroe Street  
Oshkosh, WI  
MES Project No. 12-11140  
WDNR BRRTS No. 03-71-282515

Dear Mr. Metko:

Groundwater contamination that originated at the above-mentioned property currently contains the petroleum contaminants benzene, ethylbenzene, toluene, and trimethylbenzene at concentrations exceeding the state enforcement standards found in chapter NR 140, Wisconsin Administrative Code. However, it appears this contaminant plume is stable or receding and will naturally degrade over time. I believe that allowing natural attenuation to complete the cleanup at this site will meet the requirements for case closure that are found in chapter NR 726 or chapter NR 746. Further, this site appears eligible for closure under ch. NR 746 Wisconsin Administrative Code. I have requested that the Department of Commerce review this site for case closure. Closure means that the Department will not be requiring any further investigation or cleanup action to be taken, other than the reliance on natural attenuation.

Since the source of the groundwater contamination is the responsibility of the former property owner, Mr. Jeff Scherer, neither you nor any subsequent owner of your property will be held responsible for investigation or cleanup of this groundwater contamination, as long as you and any subsequent owners comply with the requirements of section 292.13, Wisconsin Statutes, including allowing access to your property for environmental investigation or cleanup if access is required. For further information on the requirements of section 292.13, Wisconsin Statutes, you may call 1-800-367-6076 for calls originating in Wisconsin, or 608-264-6020 if you are calling from out of state or within the Madison area, to obtain a copy of the Department of Natural Resources' publication #RR-589, Fact Sheet 10: Guidance for Dealing with Properties Affected by Off-Site Contamination."

The Department of Natural Resources recently established an alternative mechanism for closing sites where groundwater contamination remains at levels above the NR 140 enforcement standards. The alternative closure mechanism, listing the property on the geographical information system database, does not require recording a deed modification at the register of deeds.

All properties within the site boundaries where groundwater contamination exceeds chapter NR 140 enforcement standards will be listed on the Department of Natural Resources geographic information system (GIS) Registry of Closed Remediation Sites. The information on the GIS Registry includes

**SITE NOTICE OF GROUNDWATER CONTAMINATION**

Scherer Property  
 1423 Monroe Street  
 Oshkosh, WI  
 WDNR BRRTS No. 03-71-282515

maps showing the location of properties in Wisconsin where groundwater contamination above chapter NR 140 enforcement standards was found at the time that the case was closed. This GIS Registry is available to the public on the Department of Natural Resource internet web site.

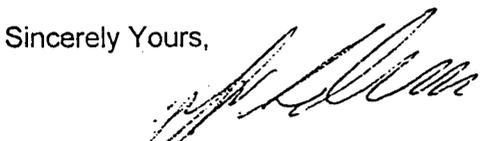
As an affected property owner, you have a right to contact the Department of Commerce within 30 days to provide any technical information that you may have that indicates that closure should not be granted for this site. If you would like to submit any information to the Department of Commerce that is relevant to this closure request, you should mail that information to: Mr. Tom Verstegen, Wisconsin Department of Commerce, 2129 Jackson Street, Oshkosh, WI 54901-1804.

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

You may access the DNR GIS Registry of Closed Remediation Sites on the internet at <http://qomapout.dnr.state.wi.us/org/at/et/geo/gwur/index.htm>.

If you need more information, you may contact me at (920) 235-5333 or Mr. Tom Verstegen with the COMM at (920) 424-0025.

Sincerely Yours,



Jeff Scherer

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	A. Received by (Please Print Clearly)	B. Date of Delivery
1. Article Addressed to: <i>Kuad Metho                      3945 Summerview Dr.                      Oshkosh, WI 54901</i>	C. Signature X <i>Kuad Metho</i>	<input type="checkbox"/> Agent <input type="checkbox"/> Addressee
	D. Is delivery address different from return address? If YES, enter delivery address below.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
	4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
2. Article Number (Copy from service label) <i>7099 3220 0002 3081 9317</i>		

