

GIS REGISTRY INFORMATION

SITE NAME:	Eagle River ICO			FID #	
BRRTS #:	03-64-000454			(if appropriate):	
COMMERCE # (if appropriate):	54521-9999-18				
CLOSURE DATE:	March 18, 2005				
STREET ADDRESS:	818 Wall St				
CITY:	Eagle River				
SOURCE PROPERTY GPS COORDINATES (meters in WTM91 projection):	X =	578874	Y =	604876	
CONTAMINATED MEDIA:	Groundwater	<input type="checkbox"/>	Soil	<input type="checkbox"/>	Both <input checked="" type="checkbox"/>
OFF-SOURCE GW CONTAMINATION >ES:	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	
• IF YES, STREET ADDRESS:	816 Wall Street				
• GPS COORDINATES (meters in WTM91 projection):	X =	578827	Y =	604880	
OFF-SOURCE SOIL CONTAMINATION >Generic or Site-Specific RCL (SSRCL):	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	
• IF YES, STREET ADDRESS 1:					
• GPS COORDINATES (meters in WTM91 projection):	X =		Y =		
CONTAMINATION IN RIGHT OF WAY:	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	
<u>DOCUMENTS NEEDED</u>					
Closure Letter, and any conditional closure letter issued					<input checked="" type="checkbox"/>
Copy of most recent deed, including legal description, for all affected properties					<input checked="" type="checkbox"/>
Certified survey map or relevant portion of the recorded plat map (if referenced in the legal description) for all affected properties					<input checked="" type="checkbox"/>
County Parcel ID number, if used for county, for all affected properties					<input checked="" type="checkbox"/>
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.					<input checked="" type="checkbox"/>
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.					<input checked="" type="checkbox"/>
Tables of Latest Groundwater Analytical Results (no shading or cross-hatching)					<input checked="" type="checkbox"/>
Tables of Latest Soil Analytical Results (no shading or cross-hatching)					<input checked="" type="checkbox"/>
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.					<input checked="" type="checkbox"/>
GW: Table of water level elevations, with sampling dates, and free product noted if present					<input checked="" type="checkbox"/>
GW: Latest groundwater flow direction/monitoring well location map (should be 2 maps if maximum variation in flow direction is greater than 20 degrees)					<input checked="" type="checkbox"/>
SOIL: Latest horizontal extent of contamination exceeding generic or SSRCLs, with one contour					<input checked="" type="checkbox"/>
Geologic cross-sections, if required for SI. (8.5x14" if paper copy)					<input checked="" type="checkbox"/>
RP certified statement that legal descriptions are complete and accurate.					<input checked="" type="checkbox"/>
Copies of off-source notification letters (if applicable)					<input checked="" type="checkbox"/>
Letter informing ROW owner of residual contamination (if applicable)(public, highway or railroad ROW)					<input type="checkbox"/>
Copy of (soil or land use) deed restriction (s) or deed notice if any required as a condition of closure					<input type="checkbox"/>



March 18, 2005

Kelly Johnson
Inter City Oil Co Inc (ICO)
PO Box 3048
Duluth, MN 55803

RE: **Final Closure**

Commerce # 54521-9999-18 **WDNR BRRTS # 03-64-000454**
Eagle River ICO, 818 Wall St, Eagle River

Dear Ms. Johnson:

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 (608) 261-2515.

Sincerely,

A handwritten signature in black ink, appearing to read "David E. Blair". The signature is written in a cursive style.

David E. Blair
Hydrogeologist
Site Review Section

cc: Andrew Delforge, REI
Case File

398336

STATE BAR OF WISCONSIN FORM 1 - 1999

WARRANTY DEED

Document Number

This Deed, made between Richard H. McNutt and Judith Lynn Weber, each in and to an undivided one-half interest

Grantor,

and Don C. Hendrickson and Paula S. Hendrickson, husband and wife

Grantee.

Grantor, for a valuable consideration, conveys to Grantee the following described real estate in Vilas County, State of Wisconsin (the "Property") (if more space is needed, please attach addendum):

FEE #77.25 (17) EXEMPT

See legal description attached hereto as Exhibit "A":

This deed is given in complete fulfillment of the Land Contract entered into by the parties hereto dated 5/19/00 and recorded 5/26/00 in Vol. 918 Records, page 439 as Document No. 362587.

Together with all appurtenant rights, title and interests.

Grantor warrants that the title to the Property is good, indefeasible in fee simple and free and clear of encumbrances except

Dated this 25 day of FEB, 2003.

Richard H. McNutt

Judith Lynn Weber

AUTHENTICATION

Signature(s)

authenticated this day of

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, authorized by §706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY Don C. Hendrickson

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

RECORDED

FEB 27 2003

12:50 pm

Jan Hansen

REGISTER OF DEEDS, VILAS CO., WI

Recording Area

Name and Return Address

NORTHERN TITLE & ABSTRACT CORP. OF VILAS COUNTY 229 SOUTH 3rd ST. • BOX 877 EAGLE RIVER, WI 54521-0877

25889

13- chg

Tax Key#14-4 and #19

Parcel Identification Number (PIN)

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

ACKNOWLEDGMENT

STATE OF WISCONSIN MINNESOTA

St. Louis County, ss.

Personally came before me this 25 day of

FEBRUARY 2003 the above named

Richard H. McNutt and Judith Lynn Weber



NOTARY PUBLIC-MINNESOTA

MY COMM. EXPIRES JAN. 31, 2005

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

John W. Pillsbury Notary Public, State of Wisconsin My Commission is permanent. (If not, state expiration date: JANUARY 31, 2003.)

WARRANTY DEED

STATE BAR OF WISCONSIN FORM No. 1-1999

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

Produced with ZipForm™ by RE FormsNet, LLC 18025 Fifteen Mile Road, Clinton Township Michigan 48038, (800) 383-9805

Phone: (715) 479-1774

Fax: (715) 479-1755

Parcel ID# 221-1055

Parcel 1:

That part of the NE 1/4 of the NE 1/4, Section 33, Township 40 North, Range 10 East, City of Eagle River, Vilas County, Wisconsin, described as follows:

Commencing at a point on the South line of Wall Street, being also the right of way of State Trunk Highways 32, 45 and 70 (formerly known as the county road and as State Trunk Highway 26), 650 feet West of the East line of said section; thence East along the said South line of Wall Street, 170 feet thence South and parallel to the East line of said Section 95 feet; thence West and parallel to the said South line of Wall Street 170 feet; thence North and parallel to the said East line of said Section 95 feet to the Point of Beginning.

Parcel 2:

That piece or parcel of the NE 1/4 of the NE 1/4, Section 33, Township 40 North, Range 10 East, City of Eagle River, Vilas County, Wisconsin, described as follows:

Commencing at the Southeast corner of that parcel of land described by Jerome E. Hebert and Esther (E.) Hebert, his wife, to the Hebert Oil Company, Inc., as described in Warranty Deed dated November 1, 1962, recorded February 7, 1963 in Volume 164 Deeds, Page 251, as a **PLACE OF BEGINNING** of the parcel herein described; thence South along the West line of Seventh Street a distance of 125 feet; thence West parallel with the South boundary line of Wall Street (also Highway 70) a distance of 170 feet to the Easterly line of Block 3 of Habrich's Addition, according to the recorded-plat thereof; thence North along the Easterly boundary line of said Habrich's Addition 125 feet to the Southwest corner of the said parcel described to Hebert Oil Company, Inc. in 164 Deeds, Page 251, and thence East parallel with the South boundary line of said Wall Street (the Southerly boundary line of said parcel in 164 Deeds, Page 251) a distance of 170 feet more or less to the POINT OF BEGINNING; intending to describe a parcel 125 feet x 170 feet Southerly of but adjacent to the said parcel described to the Hebert Oil Company, Inc., in said 164 deeds, Page 251.

334405

VOL 803 PAGE 96

Moer Oil Company, Inc., a Wisconsin Corporation and Jack R. Williams and Joan T. Seramur, as tenants in common
 quit-claims to Jesse S. Mueller
 the following described real estate in Vilas County, State of Wisconsin:

RECORDED

FEB 05 1998

2:40 pm
Ronald Richter
 REGISTER OF DEEDS, VILAS CO., WI

TRANSFER
 \$0.50
 FLE \$3/1000

RETURN TO VILAS TITLE SERVICE, INC.
 P.O. Box 1177 Eagle River, WI 54523-1177
 Tax Key No. ER Comp# 348
 Tax Parcel# PL 3 -1

Lots one (1) and two (2) in Block three (3) of J.F. Habrich's First Addition to the Village (now City) of Eagle River, Vilas County, Wisconsin, same being a part of the Northeast quarter (NE 1/4) of the Northeast quarter (NE 1/4), in Section thirty-three (33), Township forty (40) North, Range ten (10) East of the Fourth Principal Meridian.

Subject to restrictions, reservations, easements, conditions, covenants & public & private rights of use or record and attached Option.

NOTE: This Deed is given in satisfaction of a certain Land Contract by and between Moer Oil Company, Inc. as "vendor" and Jack R. Williams and Joan T. Seramur as "vendees", said Land Contract being dated May 1st, 1981 and recorded in the office of the Register of Deeds for Vilas County, Wisconsin on May 4, 1981 in Volume 398 of Records, Pages 116 - 118 as Document Number 202783.

This is not homestead property.
 Dated this 8th day of December, 1998

Jack R. Williams (SEAL)
 Jack R. Williams
Joan T. Seramur (SEAL)
 Joan T. Seramur

MOER OIL COMPANY, INC.
Fred D. Kauzlaric (SEAL)
 BY: Fred D. Kauzlaric, President
Arlene P. Kauzlaric (SEAL)
 BY: Arlene P. Kauzlaric, Secretary

AUTHENTICATION

Signatures authenticated this _____ day of _____, 19____

TITLE: MEMBER STATE BAR OF WISCONSIN
 (If not authorized by § 708.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY
 Jack R. Williams

(Signatures may be authenticated or acknowledged. Both are not necessary.)
 The use of witnesses is optional.

ACKNOWLEDGMENT

STATE OF WISCONSIN }
 Oneida County, } ss.
 Personally came before me, this 8th day of December, 1998, the above named Fred A. & Arlene P. Kauzlaric.

to me known to be the person who executed the foregoing instrument and acknowledged the same.
Joan T. Seramur
 Notary Public, Oneida County, Wis.
 My Commission is permanent. (If not, state expiration date: August 2000, 10, 2000)

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

Parcel ID # 221-348

VTS-15830

ACKNOWLEDGEMENT

STATE OF WISCONSIN

Oneida County

Personally came before me this 22ND day of January, 1998, the above named Joan T. Seramur to me known to be the person who executed the foregoing instrument and acknowledged the same.

Roben A. Akey
Roben A. Akey



Notary Public, Oneida County, Wisconsin.
My commission expires ~~January 18, 1998~~ JANUARY 13, 2002

STATE OF FLORIDA

Sumner County

Personally came before me this 13TH day of January, 1998, the above named Jack R. Williams to me known to be the person who executed the foregoing instrument and acknowledged the same.

Marie Lough
Marie Lough



Notary Public, Sumner County, Florida
My commission: CC 647564 exp 6-16-2001
I. D. presented

WB-24 OPTION TO PURCHASE

12/27/97 12/27/97
12/27/97 DRW

CAUTION: A COMPLETED OFFER MUST BE ATTACHED TO THIS OPTION. SEE THE REVERSE SIDE FOR INSTRUCTIONS.

1 THE BROKER DRAFTING THIS OPTION ON 12/27/97 (DATE) IS THE AGENT OF (SELLER) (BUYER) (STRIKE AS APPLICABLE)
2 The Seller, Jesse S. Mueller has any grants to Buyer.
3 Moer Oil Company, Inc., Jack R. Williams and Joan T. Seramur an option to purchase the Property
4 known as (Street Address) Lots 1 & 2, Block 3 of J.F. Habrich's 1st Addition in the City
5 of Eagle River County of Vilas State of Wisconsin. (If this Option is to be recorded, insert legal
6 description at lines 39 to 42 or attach as an addendum per lines 43 to 44. See lines 74 to 82 for further instructions.) on the terms set forth in the
7 attached Offer to Purchase, which is incorporated fully into this Option, and on the following terms:
8 ■ OPTION TERMS: An option fee of \$ 1.00 will be paid by Buyer within 3 days of the granting of this Option, and
9 shall not be refundable if this Option is not exercised. If this Option is exercised, \$ 0 of the option fee shall be a credit
10 against the purchase price at closing. This Option may only be exercised by delivering written notice to Seller no later than midnight
11 see terms of Offer to Purchase. Buyer may sign and deliver the notice per lines 66 to 68 or may deliver any other written notice
12 which specifically indicates an intent to exercise this Option. This Option shall be extended until N/A upon
13 payment of \$ N/A In cash or equivalent to Seller on or before N/A
14 as an option extension fee which shall not be refundable if this Option is not exercised. If this Option is exercised, \$ N/A
15 of the option extension fee shall be a credit against the purchase price at closing. The option fee and option extension fee shall be (paid directly to
16 Seller) (paid to listing broker's trust account until _____) (STRIKE ONE).

18 This Option, or a separate instrument evidencing this Option, may ~~may not~~ (STRIKE ONE) be recorded. CAUTION: FAILURE TO RECORD
19 MAY ALLOW SUBSEQUENT LIEN HOLDERS OR PURCHASERS PRIORITY OVER THIS OPTION.

20 This Option (is) ~~(is not)~~ (STRIKE ONE) assignable. This Property (is) (is not) ~~(is not)~~ (STRIKE ONE) homestead property.
21 ■ PROPERTY CONDITION REPRESENTATIONS: Seller represents to Buyer that as of the date Seller grants this Option, Seller has
22 no notice or knowledge of conditions affecting the Property or transaction (as defined in the attached Offer) other than those identified in Seller's
23 property condition report, dated Offer to Purchase which was received by Buyer prior to Buyer signing this Option
24 [COMPLETE DATE OR STRIKE AS APPLICABLE] and _____

25 The effective date of any representation
26 regarding conditions affecting the Property or transaction in the attached Offer to Purchase shall be the date of the granting of this Option. Seller
27 agrees to promptly notify Buyer of any condition affecting the Property or transaction which is materially inconsistent with the above representations and
28 which arises after the granting of this Option, but prior to the exercise of this Option. Buyer and Buyer's inspector(s) shall have reasonable access
29 to the property, upon reasonable notice, from the granting of this Option until the time this Option is exercised, for the purpose of inspecting the Property
30 (See lines 88 to 94). NOTE: IF TESTING OF THE PROPERTY IS TO BE PERFORMED, AN AGREEMENT AUTHORIZING THE TESTING SHOULD
31 BE PROVIDED AT LINES 39 TO 42 OR IN AN ADDENDUM REFERENCED ON LINE 43 TO 44. (SEE LINES 95 TO 105 FOR MORE
32 INFORMATION REGARDING TESTING.)

33 ■ TIME IS OF THE ESSENCE as to payment of option and extension fees, exercise of this Option and all other dates and deadlines
34 in this Option except:
35 ■ DELIVERY OF DOCUMENTS AND WRITTEN NOTICES: Unless otherwise stated in this Option, delivery of documents and written notices
36 to a Party to this Option is effective only when accomplished in any of the ways set forth in the attached Offer.
37 ■ DEADLINES: All deadlines in the attached Offer to Purchase which run from the date of acceptance of the attached Offer to Purchase shall run
38 from the date of the exercise of this Option.
39 ■ ADDITIONAL PROVISIONS: Moer Oil Company, Inc., Jack R. Williams or Joan T. Seramur may by
40 mutual agreement between themselves, assign each of their interest in this Option to
41 the other purchasers.

42
43 ■ ADDENDA: The attached Offer to Purchase and Addendum _____
44 _____ is/are made part of this Option.

45 IF GRANTED, THIS OPTION CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS OPTION AND
46 ALL ATTACHMENTS CAREFULLY. BROKER MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THIS OPTION BUT IS
47 PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OPTION OR HOW TITLE
48 SHOULD BE TAKEN AT CLOSING IF THIS OPTION IS EXERCISED. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS
49 NEEDED.

50 (x) [Signature] 347-30-3899 387-32-3886 1-8-98
51 (Buyer's Signature) ▲ Print Name here: Moer Oil Co., Inc. (Social Security No.) (Date)

52 (x) Jack R. Williams 267-32-5399 12-23-97
53 (Buyer's Signature) ▲ Print Name here: Jack R. Williams (Social Security No.) (Date)

54 (x) Joan T. Seramur 399-58-1901- 1-8-98
55 (Buyer's Signature) ▲ Print Name here: Joan T. Seramur (Social Security No.) (Date)

56 SELLER GRANTS THIS OPTION. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OPTION SURVIVE CLOSING
57 AND THE CONVEYANCE OF THE PROPERTY. THE UNDERSIGNED HEREBY AGREES TO CONVEY THE ABOVE-MENTIONED PROPERTY
58 ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OPTION.

57 (x) [Signature] 392-48-5590 12-4-97
58 (Seller's Signature) ▲ Print Name here: Jesse S. Mueller (Social Security No.) (Date)

59 (x) _____
60 (Seller's Signature) ▲ Print Name here: _____ (Social Security No.) (Date)

61 This Option was drafted by (x) Jack R. Williams
62 (Signature) ▲ Print Name: Jack R. Williams (Date) ▲

63 This Option was presented to Seller by _____ on _____, 19____, at _____ a.m./p.m.

64 THIS OPTION IS REJECTED. (Seller's Initials) (Date) THIS OPTION IS COUNTERED [See attached counter]. (Seller's Initials) (Date)

66 ■ NOTICE OF EXERCISE OF OPTION. By signing below and delivering this notice per lines 35 to 36, Buyer exercises this Option to Purchase

67 _____
68 (Buyer's Signature) ▲ (Date) ▲ (Buyer's Signature) ▲ (Date) ▲

69 ■ **INSTRUCTIONS FOR COMPLETION OF OPTION AND ATTACHED OFFER TO PURCHASE**

70 The following instructions for completion of this Option and the attached Offer to Purchase are not a part of the Option Contract
71 (These instructions are part of the approved form and therefore copies should be provided to all parties.)
72 The instructions have been provided to assist real estate licensees who are completing this Option and attached Offer to Purchase
73 forms pursuant to the provisions of Wisconsin Administrative Code § HR 10.04

74 ■ **REQUIREMENTS FOR RECORDING**

75 If this Option is to be recorded, a complete legal description should be inserted at lines 39 to 42 or attached and referenced as an
76 addendum at lines 43 to 44. In many counties a Tax Parcel Identification Number (PIN) is required to be included with the legal
77 description. The signatures of Sellers will need to be acknowledged or authenticated. Contact the Register of Deeds for the county
78 in which the Property is located for information regarding other recording requirements, if any. As an alternative to recording
79 this Option and the attached Offer to Purchase, a separate recordable instrument may be recorded to evidence
80 that this Option to purchase the Property has been granted to Buyer. The Parties should consult with legal counsel
81 regarding the content and preparation of the separate instrument. **Caution: The Parties should agree upon which**
82 **Party's attorney will prepare the instrument and which Party will be responsible for the costs of preparation.**

83 ■ **COMPLETING DEADLINES**

84 Because an Offer to Purchase attached as an addendum to an Option will not be "accepted" as a separate document by the
85 Seller, all deadlines in the Offer to Purchase running from the date of acceptance of the attached Offer to Purchase will be deemed
86 to run from the date of the exercise of this Option (See lines 37 to 38). **CAUTION: REVIEW ALL DEADLINES IN THIS OPTION**
87 **AND ATTACHED OFFER TO PURCHASE TO INSURE THE DEADLINES COMPLY WITH THE INTENT OF THE PARTIES.**

88 ■ **EFFECTIVE DATE OF SELLER REPRESENTATIONS AND INSPECTIONS**

89 Unless otherwise agreed, this Option provides that the representations regarding conditions affecting the Property or transaction
90 set forth in this Option and in the attached Offer are being made as of the date of granting of this Option (See lines 21 to 32). To
91 supplement these representations, which are based on Seller's notice or knowledge of these conditions on the date of granting of
92 this Option, Buyer may conduct inspections of the Property prior to exercise of this Option (See lines 28 to 32). **Caution: Seller**
93 **should consult with legal counsel before agreeing to make warranties or representations based on Seller's knowledge of**
94 **the Property's condition at the time of the exercise of this Option.**

95 ■ **TESTING**

96 **Caution: This Option provides Buyer with the right to conduct inspections of the Property but does not give Buyer the**
97 **right to conduct testing of the Property unless the Parties have otherwise agreed.** Buyer should determine what tests will be
98 required to be completed prior to the exercise of this Option and include in this Option an agreement giving Buyer the right to
99 conduct the testing. The testing agreement may be inserted at lines 39 to 42 or may be attached in an addendum per lines 43 to
100 44. The agreement should authorize the testing to be done, identify the purpose of the testing, identify which Party will pay for test(s),
101 state any limitations on Buyer's testing, and specify any other material terms of the agreement (e.g. Buyer's obligation to return the
102 Property to its original condition). Examples of tests done in real estate transactions may include, but are not limited to: soils testing
103 for approval of septic systems, testing for lead-based paint, testing well water for bacteriological contamination, soil testing to
104 determine adequacy for planned development, etc. Certain testing contingencies may be found in the WB-12 Farm Offer to Purchase,
105 the WB-13 Vacant Land Offer to Purchase, and the WB-15 Commercial Offer to Purchase.

106 ■ **CONTINGENCIES**

107 Contingencies in an Offer to Purchase are generally conditions which must be fulfilled before the Buyer agrees to be bound to the
108 Offer to Purchase. Because an option is ordinarily drafted with the presumption that Buyer will have fulfilled all conditions
109 prior to exercise of the option, Offers to Purchase attached to options do not typically contain contingencies.
110 **CAUTION: IF THE OFFER TO PURCHASE FORM ATTACHED TO THIS OPTION CONTAINS PREPRINTED CONTINGENCIES,**
111 **THEY SHOULD, UNLESS THE PARTIES OTHERWISE AGREE, BE MARKED AS "NOT APPLICABLE" OR BE**
112 **STRUCK FROM THE ATTACHED OFFER TO PURCHASE.**

113 ■ **ACCEPTANCE PROVISIONS IN THE OFFER TO PURCHASE**

114 Because the attached Offer to Purchase will not be "accepted" as a separate document, all "acceptance" provisions in the Offer to
115 Purchase should be deleted. The area for the signatures of Buyer and Seller may be modified to be used as an area for the initials
116 of Buyer and Seller in order to acknowledge receipt of a copy of the Offer to Purchase.

WALL STREET

U.S. HWY. "45"

S 89° 39' 51" E

169.58' (170')

60.00'

100.00'

PIPE IS 0.40' SOUTH AND 0.28' EAST OF TRUE POSITION

19

13

14-4

BLOCK 3

S 89° 39' 51" E
169.58'

14-1

JOHN STEARNS
25,264 SQ.FT.
0.58 ACRES

PLANTED TREE LINE ENCROACHMENT

N 89° 39' 51" W
85.00'

14-2

N 0° 20' 47" E

(85')
84.58'

14-3

1-3/4" IRON PIPE FOUND
S 61° 16' 43" E 0.81'
FROM IRON PIPE SET

PLANTER

S 89° 59' 42" E
100.00'
LAWN AREA

STREET

ADDITION

STREET

116.75'
N 89° 58' 50" W

85.00'

60.00'

N 89° 39' 51" W

PINE

N 89° 39' 51" W

S 89° 53' 44" E
116.68'

S 89° 39' 51" E
169.40'

60.00'

U.S. H

367.27'

BRICH'S

119.98'

368.53'

S 0° 20' 47" W

ENTH

06'

62.64'

S 72° 57' 07" E 108.52'
45.88'

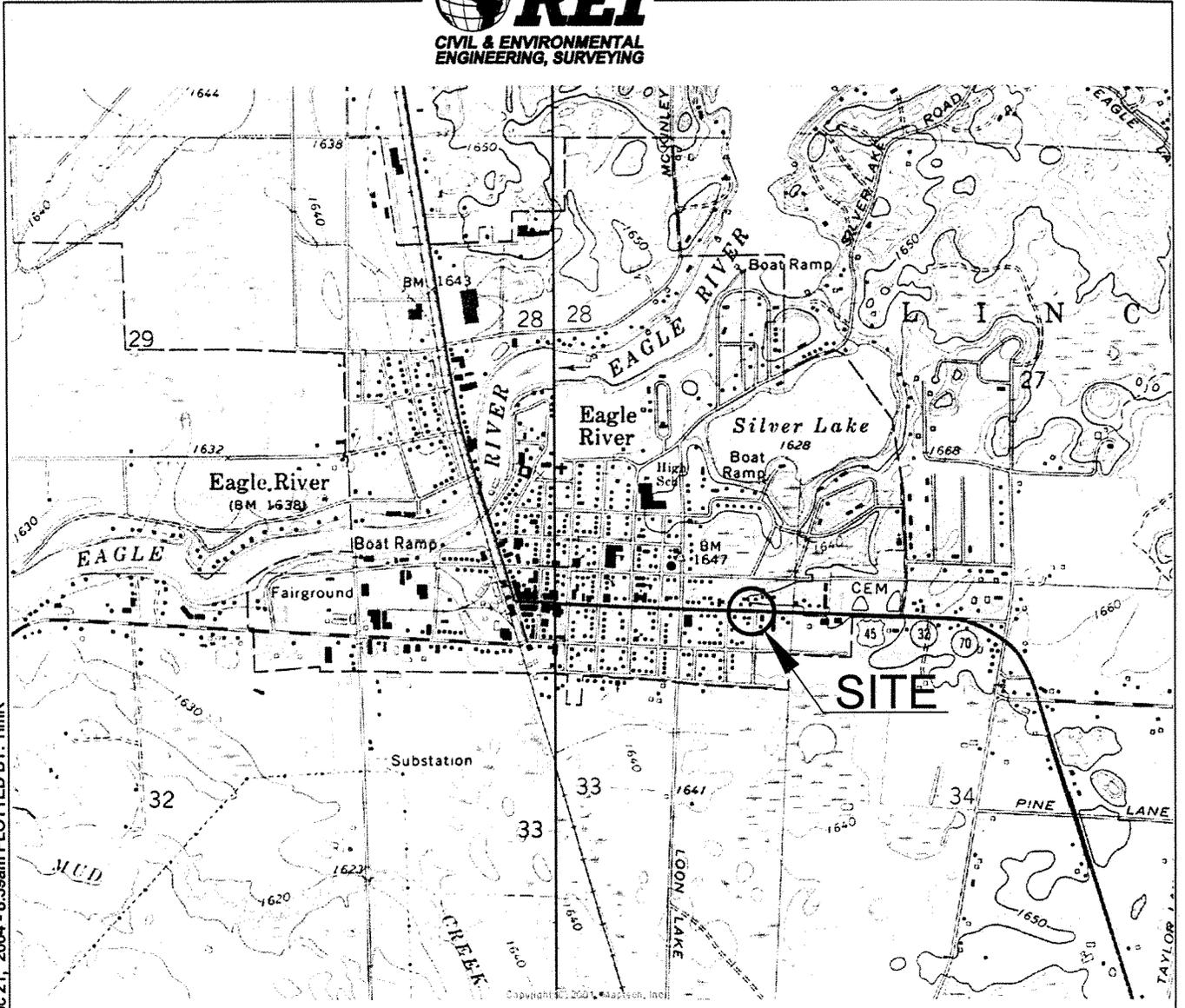
319.62'

S 59° 39' 51" E

S 48° 46' 49" E

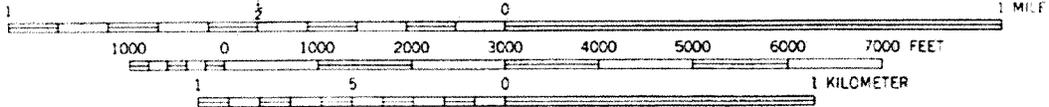
ARC 31'

ARC 17'



DRAWING FILE: J:\Drafting\3621_ICO\3620_VICIN.dwg LAYOUT: Model PLOTTED: Dec 21, 2004 - 8:59am PLOTTED BY: TimR

SCALE 1:24 000



CONTOUR INTERVAL 10 FEET
NATIONAL GEODETIC VERTICAL DATUM OF 1929

EAGLE RIVER EAST, WIS.

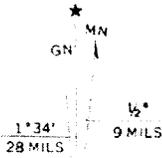
N4552.5—W8907.5/7.5

1970
PHOTOINSPECTED 1981
AMS 3175 I NW—SERIES V861

EAGLE RIVER WEST, WIS.

N4552.5—W8915/7.5

1970
PHOTOREVISED 1982
DMA 3175 IV NE—SERIES V861



UTM GRID AND 1970 MAGNETIC NORTH
DECLINATION AT CENTER OF SHEET



EAGLE RIVER IC
WALL STREET
EAGLE RIVER, WI

FIGURE 1 : SITE VICINITY MAP

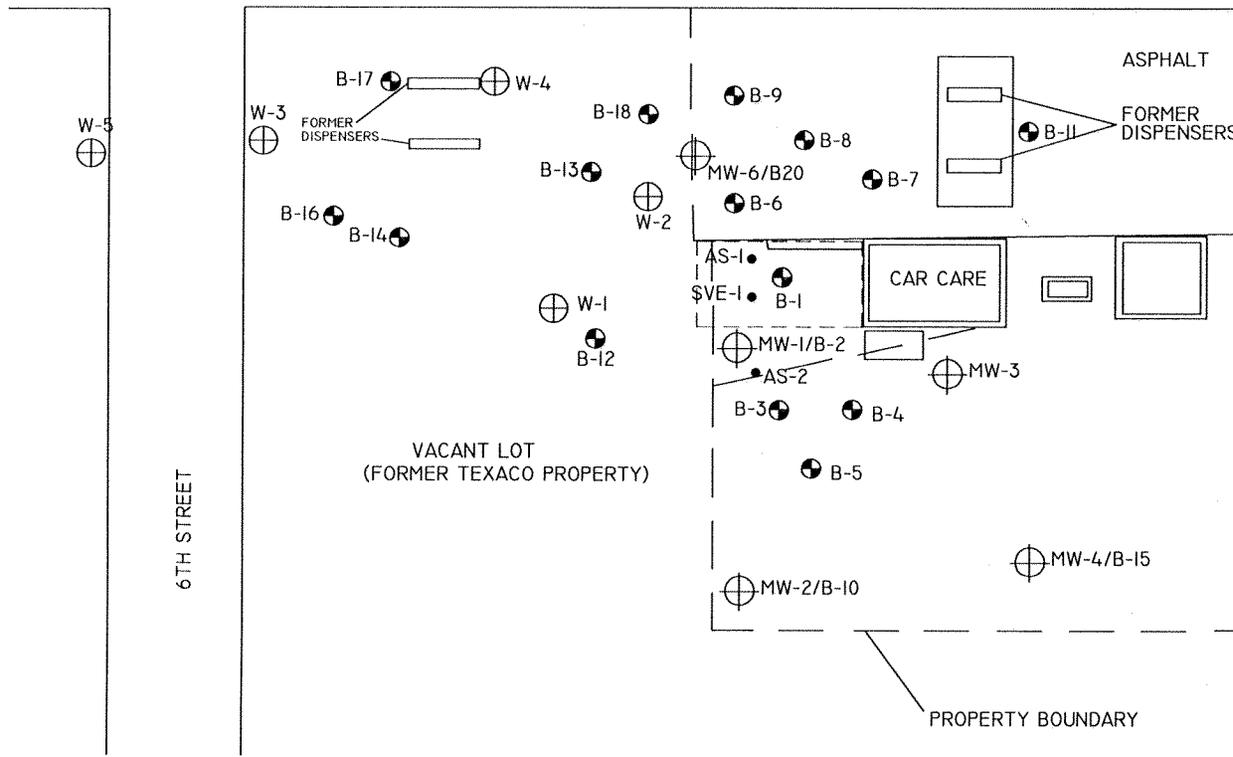
PROJECT NO.	3621	DRAWN BY:	TJR	DATE:	12/21/04
-------------	------	-----------	-----	-------	----------

HOROLD RESIDENCE

SULLIVAN GREENHOUSE

MW-5/B-19

EAST WALL STREET



LEGEND

0 60
 SCALE: 1" = 60'

- ⊕ W-3 DRAKE MONITORING WELL
- GEOPROBE/SOIL BORING LOCATIONS
- ⊕ MONITORING WELL LOCATIONS
- AIR SPARGING/SOIL VAPOR EXTRACTION POINTS
- ▭ FORMER UST BASIN

INFORMATION PROVIDED BY ENVIRONMENTAL PROBLEMSOLVERS, INC.

EAGLE RIVER ICO
 WALL STREET
 EAGLE RIVER, WI

FIGURE 2 :SITE MAP

PROJECT NO.

3621

DRAWN BY:
 TJR

DATE:
 12/2/04

TABLE 2a
 MWI GROUNDWATER ANALYTICAL RESULTS
 ICO - EAGLE RIVER
 818 WALL STREET
 EAGLE RIVER, WI

PARAMETER	ES	PAL	10/10/91	7/23/92	2/13/94	10/25/94	1/18/95	4/19/95	8/2/95	10/24/95	1/16/96	4/30/96	7/11/96	10/29/96	1/29/97	4/30/97	7/16/97	3/31/99	9/22/99	8/28/02	11/21/02
Detected VOC's (ug/L)																					
Benzene	5	0.5	12	<0.2	34	25	17	67	2.3	17	<1.0	<1.0	11	2.1	2.6	<4.0	<2.5	9.97	17.8	<4.5	<4.5
Ethylbenzene	700	140	31	880	21,000	1,600	2,100	1,200	510	1,500	1,300	1,000	1,000	1,400	2,200	1,000	620	1,370	1,830	1,500	1,100
Toluene	1,000	200	130	120	1,500	1,000	1,300	900	210	860	500	630	200	450	700	290	120	668	570	200	120
Xylenes (Total)	10,000	1,000	6,700	3,100	7,100	7,500	8,600	4,900	2,800	10,000	5,400	5,000	4,100	5,700	8,900	2,900	3,500	4,880	6,050	3,000	2,500
Trimethylbenzenes (Total)	480	96	1,560	1,000	2,070	1,540	1,940	990	830	1,150	1,230	1,100	NA	NA	NA	1,150	1,230	1,307	2,380	1,210	1,030
Methyl Tert Butyl Ether	60	12	<100	<1.0	78	64	<130	<130	<50	42	<5.0	35	57	75	52	11	<13	79.2	158	13	<4.3
Naphthalene	40	8	680	83	210	NA	NA	NA	NA	NA	NA	NA	98	NA	130						
GRO (ug/L)			NA	9,800	16,000	17,000	2,300	1,100	6,300	1,400	13,000	1,100	1,300	1,400	1,900	1,100	1,100	11,300	18,400	12,000	9,100
DRO (ug/L)			NA	1,900	1,100	3,000	7,300	<70	1,700	2,600	3,300	1,500	1,500	3,700	NA	NA	NA	2,030	1,290	<100	1,600

PAL = Preventative Action Limit

ES = Enforcement Standards

BOLD	= Exceeds Enforcement Standard
<i>Italic</i>	= Exceeds Preventative Action Limit

TABLE 2b
 MW2 GROUNDWATER ANALYTICAL RESULTS
 ICO - EAGLE RIVER
 818 WALL STREET
 EAGLE RIVER, WI

PARAMETER	ES	PAL	10/10/91	7/23/92	2/13/94	10/25/94	1/18/95	4/19/95	8/2/95	10/24/95	1/16/96	4/30/96	7/11/96	10/29/96	1/29/97	7/16/97	3/31/99	9/22/99	8/28/02	11/21/02
Detected VOC's (ug/L)																				
Benzene	5	0.5	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<0.5	<1.0	<0.45	<0.45
Ethylbenzene	700	140	<1.0	<0.2	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<0.4	<1.2	<0.82	<0.82
Toluene	1,000	200	<1.0	<0.2	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.1	<0.68	<0.68
Xylenes (Total)	10,000	1,000	5	<0.8	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.5	<3.7	<1.7	<1.7
Trimethylbenzenes (Total)	480	96	1	<1.6	<2	<2	<2	<2	<2	<2	<2	<2	<2	<2	<2	<2.0	<0.9	<2.4	<1.86	<1.86
Methyl Tert Butyl Ether	60	12	<10	<1.0	<1.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<0.8	<0.61	<0.43	<0.43
Naphthalene	40	8	<0.2	<20	NA	NA	NA	NA	NA	NA	NA	NA	NA	<0.40	NA	NA	NA	NA	NA	<0.89
GRO (ug/L)			NA	<20	<100	<100	<100	<100	<100	<100	<100	<100	<100	<100	<100	<100	<100	<100	<100	<50
DRO (ug/L)			NA	<50	91	<70	<70	<70	<70	<70	<70	<70	<70	<70	<70	NA	NA	<100	<100	<100

PAL = Preventative Action Limit

ES = Enforcement Standards

BOLD	= Exceeds Enforcement Standard
<i>Italic</i>	= Exceeds Preventative Action Limit

TABLE 2c
 MW3 GROUNDWATER ANALYTICAL RESULTS
 ICO - EAGLE RIVER
 818 WALL STREET
 EAGLE RIVER, WI

PARAMETER	ES	PAL	10/10/91	7/23/92	10/25/94	1/18/95	4/19/95	8/2/95	10/24/95	1/16/96	4/30/96	7/11/96	10/29/96	1/29/97	7/16/97	3/31/99	9/22/99	8/28/02	11/21/02
Detected VOC's (ug/L)																			
Benzene	5	0.5	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<0.5	<1.0	<0.45	<0.45
Ethylbenzene	700	140	<1.0	<0.2	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<0.4	<1.2	<0.82	<0.82
Toluene	1,000	200	<1.0	<0.2	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<0.4	<1.1	<0.68	<0.68
Xylenes (Total)	10,000	1,000	<1.0	<0.8	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.5	<3.7	<1.7	<1.7
Trimethylbenzenes (Total)	480	96	<0.5	<1.6	<2	<2	<2	<2	<2	<2	<2	<2	<2	<2	<2	<2.0	<0.9	<2.4	<1.86
Methyl Tert Butyl Ether	60	12	<1.0	<1.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<0.8	<0.61	<0.43
Naphthalene	40	8	<0.2	<20	NA	NA	NA	NA	NA	NA	NA	<0.40	NA	NA	NA	NA	NA	NA	<0.89
GRO (ug/L)			NA	<20	<100	<100	<100	<100	<100	<100	<100	<100	<100	<100	<100	<100	<100	<100	<50
DRO (ug/L)			NA	<50	<70	<70	<70	<70	<70	<70	<70	<70	<70	<70	NA	NA	<100	<100	<100

PAL = Preventative Action Limit

ES = Enforcement Standards

BOLD	= Exceeds Enforcement Standard
<i>Italic</i>	= Exceeds Preventative Action Limit

TABLE 2d
MW4 GROUNDWATER ANALYTICAL RESULTS
ICO - EAGLE RIVER
818 WALL STREET
EAGLE RIVER, WI

PARAMETER	ES	PAL	7/23/92	2/13/94	10/25/94	1/18/95	4/19/95	8/2/95	10/24/95	1/16/96	4/30/96	7/11/96	10/29/96	1/29/97	7/16/97	3/31/99	9/22/99	8/28/02	11/21/02
Detected VOC's (ug/L)																			
Benzene	5	0.5	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<0.5	<1.0	<0.45	<0.45
Ethylbenzene	700	140	<0.2	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<0.4	<1.2	<0.82	<0.82
Toluene	1,000	200	<0.2	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<0.4	<1.1	<0.68	<0.68
Xylenes (Total)	10,000	1,000	<0.8	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.5	<3.7	<1.7	<1.7
Trimethylbenzenes (Total)	480	96	<1.6	<2	<2	<2	<2	<2	<2	<2	<2	<2	<2	<2	<2	<2.0	<0.9	<2.4	<1.86
Methyl Tert Butyl Ether	60	12	<1.0	<1.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<0.8	<0.61	<0.43	<0.43
Naphthalene	40	8	<20	NA	NA	NA	NA	NA	NA	NA	NA	<0.40	NA	NA	NA	NA	NA	NA	<0.89
GRO (ug/L)			<20	<100	<100	<100	<100	<100	<100	<100	<100	<100	<100	<100	<100	<100	<100	<100	<50
DRO (ug/L)			<50	<70	<70	<70	<70	<70	<70	<70	<70	<70	<70	<70	NA	NA	<100	<100	<100

PAL = Preventative Action Limit

ES = Enforcement Standards

BOLD	= Exceeds Enforcement Standard
<i>Italic</i>	= Exceeds Preventative Action Limit

TABLE 2e
 MW5 GROUNDWATER ANALYTICAL RESULTS
 ICO - EAGLE RIVER
 818 WALL STREET
 EAGLE RIVER, WI

PARAMETER	ES	PAL	7/23/92	2/13/94	10/25/94	1/18/95	4/19/95	8/2/95	10/24/95	1/16/96	4/30/96	7/11/96	10/29/96	4/30/97	7/16/97	3/31/99	9/22/99	8/28/02	11/21/02
Detected VOC's (ug/L)																			
Benzene	5	0.5	510	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	1.7	<0.20	26	<0.5	<1.0	<0.45	<0.45
Ethylbenzene	700	140	<i>190</i>	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<0.30	<i>150</i>	<0.4	<1.2	<0.82	<0.82
Toluene	1,000	200	<i>710</i>	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<0.40	<i>540</i>	<0.4	<1.1	<0.68	<0.68
Xylenes (Total)	10,000	1,000	<i>1,000</i>	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	20	<0.3	<i>1,100</i>	<1.5	<3.7	<1.7	<1.7
Trimethylbenzenes (Total)	480	96	<i>311</i>	<2	<2	<2	<2	<2	<2	<2	<2	<2	<2	<2.0	<i>153</i>	<0.9	<2.4	<1.86	<1.86
Methyl Tert Butyl Ether	60	12	<1.0	<1.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	7.0	<0.2	<13	<0.8	<0.61	<0.43	<0.43
Naphthalene	40	8	44	NA	NA	NA	NA	NA	NA	NA	NA	NA	<0.40	NA	NA	NA	NA	NA	<0.89
GRO (ug/L)			3,900	<100	<100	<100	<100	<100	<100	<100	<100	<100	<100	<50	2,800	<100	<100	<50	<50
DRO (ug/L)			530	<70	180	<70	<70	<70	<70	<70	<70	<70	250	NA	NA	<100	<100	<100	<100

PAL = Preventative Action Limit

ES = Enforcement Standards

BOLD	= Exceeds Enforcement Standard
<i>Italic</i>	= Exceeds Preventative Action Limit

TABLE 2f
 MW6 GROUNDWATER ANALYTICAL RESULTS
 ICO - EAGLE RIVER
 818 WALL STREET
 EAGLE RIVER, WI

PARAMETER	ES	PAL	10/25/94	1/18/95	4/19/95	8/2/95	10/24/95	1/16/96	4/30/96	7/11/96	10/29/96	1/29/97	4/30/97	7/16/97	3/31/99	9/22/99	8/28/02	11/21/02	
Detected VOC's (ug/L)																			
Benzene	5	0.5	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	3.2	8.9	<1.0	<0.5	<1.0	<0.5	<1.0	<0.45	<0.45	
Ethylbenzene	700	140	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	2.2	150	6.6	16	<1.0	<0.4	<1.2	<0.82	<0.82	
Toluene	1,000	200	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	6.8	<1.0	2.7	<1.0	<0.4	<1.1	<0.68	<0.68	
Xylenes (Total)	10,000	1,000	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	13	1,200	120	110	<1.0	<1.5	<3.7	<1.7	<1.7	
Trimethylbenzenes (Total)	480	96	<2	<2	<2	<2	<2	<2	<2	536	NA	NA	407	38.7	<0.9	<2.4	<1.86	<1.86	
Methyl Tert Butyl Ether	60	12	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	1.9	<5.0	<0.8	<0.61	<0.43	<0.43	
Naphthalene	40	8	NA	NA	NA	NA	NA	NA	NA	<i>11</i>	NA	NA	NA	NA	NA	NA	NA	<0.89	
GRO (ug/L)			<100	<100	<100	<100	<100	<100	<100	2,900	600	1,600	2,100	420	<100	<100	<50	1000	
DRO (ug/L)			<70	<70	<70	<70	<70	<70	<70	<70	<70	250	NA	NA	NA	<100	<100	<100	560

PAL = Preventative Action Limit

ES = Enforcement Standards

BOLD	= Exceeds Enforcement Standard
<i>Italic</i>	= Exceeds Preventative Action Limit

TABLE 2g
FORMER TEXACO PROPERTY W-2 GROUNDWATER ANALYTICAL RESULTS
ICO - EAGLE RIVER
818 WALL STREET
EAGLE RIVER, WI

PARAMETER	ES	PAL	8/14/97	7/1/98	11/4/98	3/31/99	7/24/00	12/6/01	2/27/02	5/29/02	8/28/02
Detected VOC's (ug/L)											
Benzene	5	0.5	<50	<27	<35	<50	<10	11.7	13.6	<10	9.17
Ethylbenzene	700	140	1200	1100	<i>490</i>	2600	1690	823	1010	871	1050
Toluene	1,000	200	2200	1200	1500	<i>610</i>	<i>737</i>	80.2	87	47.8	144
Xylenes (Total)	10,000	1,000	<i>5,900</i>	<i>6,200</i>	<i>2,930</i>	16,500	<i>9,750</i>	<i>6,000</i>	<i>6,480</i>	<i>5,410</i>	<i>4,390</i>
Trimethylbenzenes (Total)	480	96	1,830	1,590	740	3,180	2,891	3,821	3,322	2,461	1,913
Methyl Tert Butyl Ether	60	12	<150	<53	<45	<47	<18	10.2	7.8	6.42	2.32
Naphthalene	40	8	270	290	82	470	583	413	468	427	391
GRO (ug/L)			NA	NA	NA	NA	NA	NA	NA	NA	NA
DRO (ug/L)			NA	NA	NA	NA	NA	NA	NA	NA	NA

PAL = Preventative Action Limit

ES = Enforcement Standards

BOLD	= Exceeds Enforcement Standard
<i>Italic</i>	= Exceeds Preventative Action Limit

**TABLE 1
SOIL ANALYTICAL RESULTS
ICO - EAGLE RIVER
818 WALL STREET
EAGLE RIVER, WI**

Date-->				8/13/91	8/14/91	8/14/91	8/14/91	8/14/91	8/14/91	8/14/91	8/14/91	8/14/91	8/14/91	8/14/91	2/27/92	2/27/92	2/27/92	2/28/92	2/28/92	4/22/94	4/22/94	10/26/94
Sample-->				B-1	B-3	B3	B-4	B-5	B-6	B-7	B-8	B-9	B-11	B-12	B-14	B-17	B-17	B-17	B-18	B-19	B-20	
Sample Depth--(Feet)>				13	13	17	13	13	13	14	13	13	13	11	11	11	5	12	12.5	13	13	
Detected PVOC's (ug/kg)	RCL	Table 1	Table 2																			
Benzene	5.5	8,500	1,100	<250,000	<5	<250,000	<5	<5	<5	<5	<5	<5	<5	NA	NA	NA	NA	NA	<0.2	<0.2	<0.2	
Ethylbenzene	2,900	4,600	NS	<25,000	<5	<25,000	<5	6.3	<5	<5	<5	<5	<5	NA	NA	NA	NA	NA	<0.2	<0.2	<0.2	
Toluene	1,500	38,000	NS	<25,000	<5	<25,000	<5	23	<5	<5	<5	<5	<5	NA	NA	NA	NA	NA	<0.5	<0.5	<0.5	
Xylenes (Total)	4,100	42,000	NS	34,000	<5	<25,000	<5	5.2	<5	<5	<5	<5	<5	NA	NA	NA	NA	NA	<0.8	<0.8	<0.8	
Methyl tert Butyl Ether	NS	NS	NS	100	1,600	1,600	<10	<10	<10	<10	<10	<10	<10	NA	NA	320	<0.2	15,000	<1	<1	<1	
1,2,4-Trimethylbenzene	NS	83,000	NS	<5,000,000	<1.0	<5,000,000	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	NA	NA	NA	NA	NA	<0.8	<0.8	<0.8	
1,3,5-Trimethylbenzene	NS	11,000	NS	<7,500,000	<1.5	<7,500,000	<1.5	<1.5	<1.5	<1.5	<1.5	<1.5	9.7	NA	NA	NA	NA	NA	<0.8	<0.8	<0.8	
GRO (mg/kg)	100	NS	NS	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	0.03	<0.5	1,400	<0.5	21,000	<1.0	<1.0	<1.0	
DRO (mg/kg)	100	NS	NS	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	

Notes:

RCL - NR 720 Soil Residual Contaminant Level (RCL for PAHs = "Suggested" Groundwater Pathway Standard)

Table 1 - COMM 46 Table 1 Value - Indicates Petroleum Product in Soil Pores

Table 2 - Direct Contact Standard

< - Concentration below listed laboratory detection limit

RCL exceedences are bold

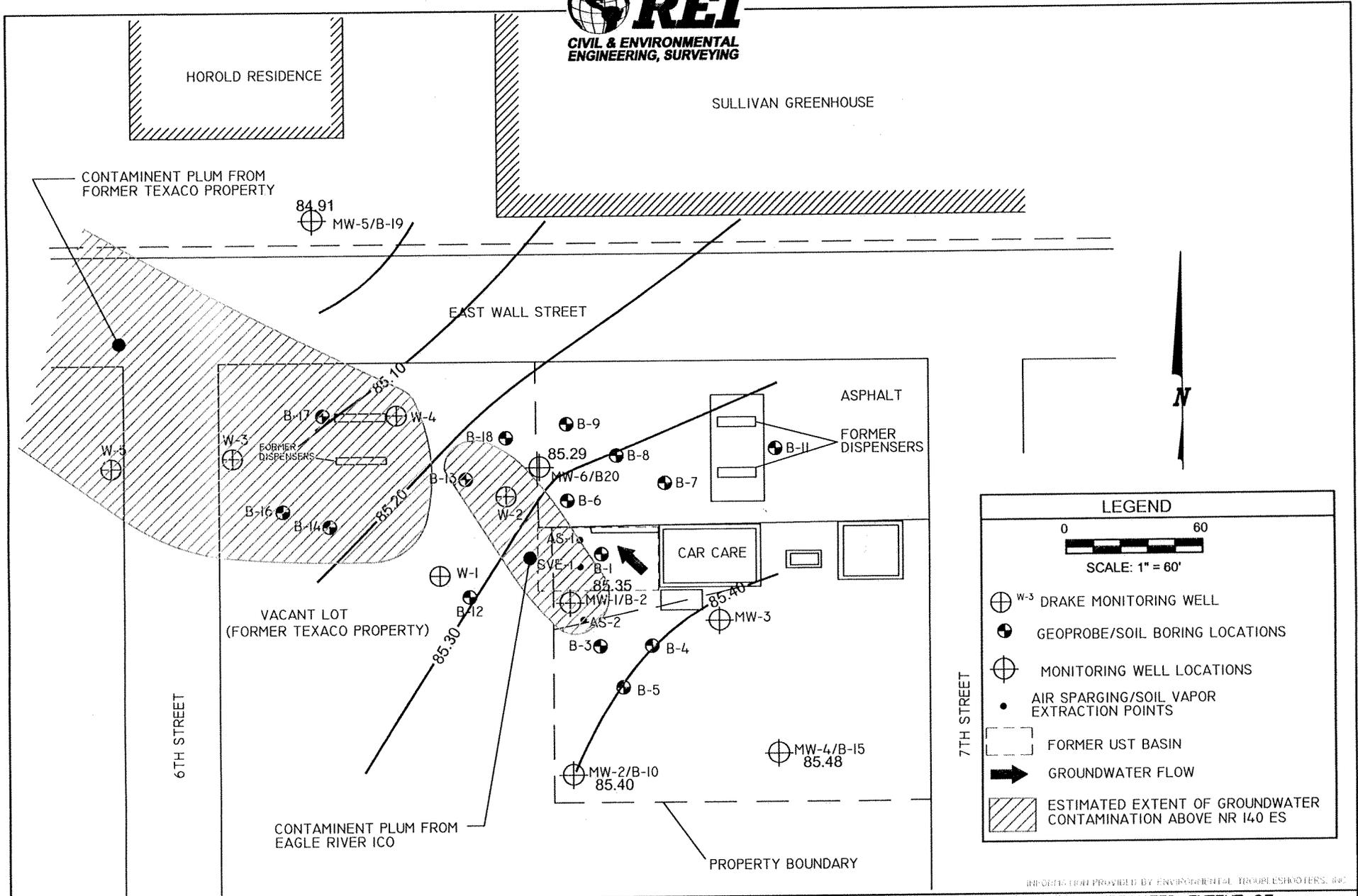
Table 1 Exceedences are outlined in bold

PVOCs - Petroleum Volatile Organic Compounds

GRO - Gasoline Range Organics

DRO - Diesel Range Organics

Bold
Bold



EAGLE RIVER ICO
 WALL STREET
 EAGLE RIVER, WI

FIGURE 5A : GROUNDWATER FLOW CONTOURS & ESTIMATED EXTENT OF GROUNDWATER CONTAMINATION ABOVE NR 140 ES (08/28/02)

PROJECT NO. 3621

DRAWN BY: TJR

DATE: 12/21/04

**TABLE 3
DEPTH TO GROUNDWATER AND GROUNDWATER ELEVATIONS
ICO - EAGLE RIVER
818 WALL STREET
EAGLE RIVER, WI**

	MW-1	MW-2	MW-3	MW-4	MW-5	MW-6
Top of Casing Elevation	100.00	100.49	98.85	100.19	97.93	97.85
Top of Screen Elevation	86.72	88.03	90.81	90.35	89.20	88.35
Bottom of Screen Elevation	76.72	78.03	80.81	80.35	79.20	78.35

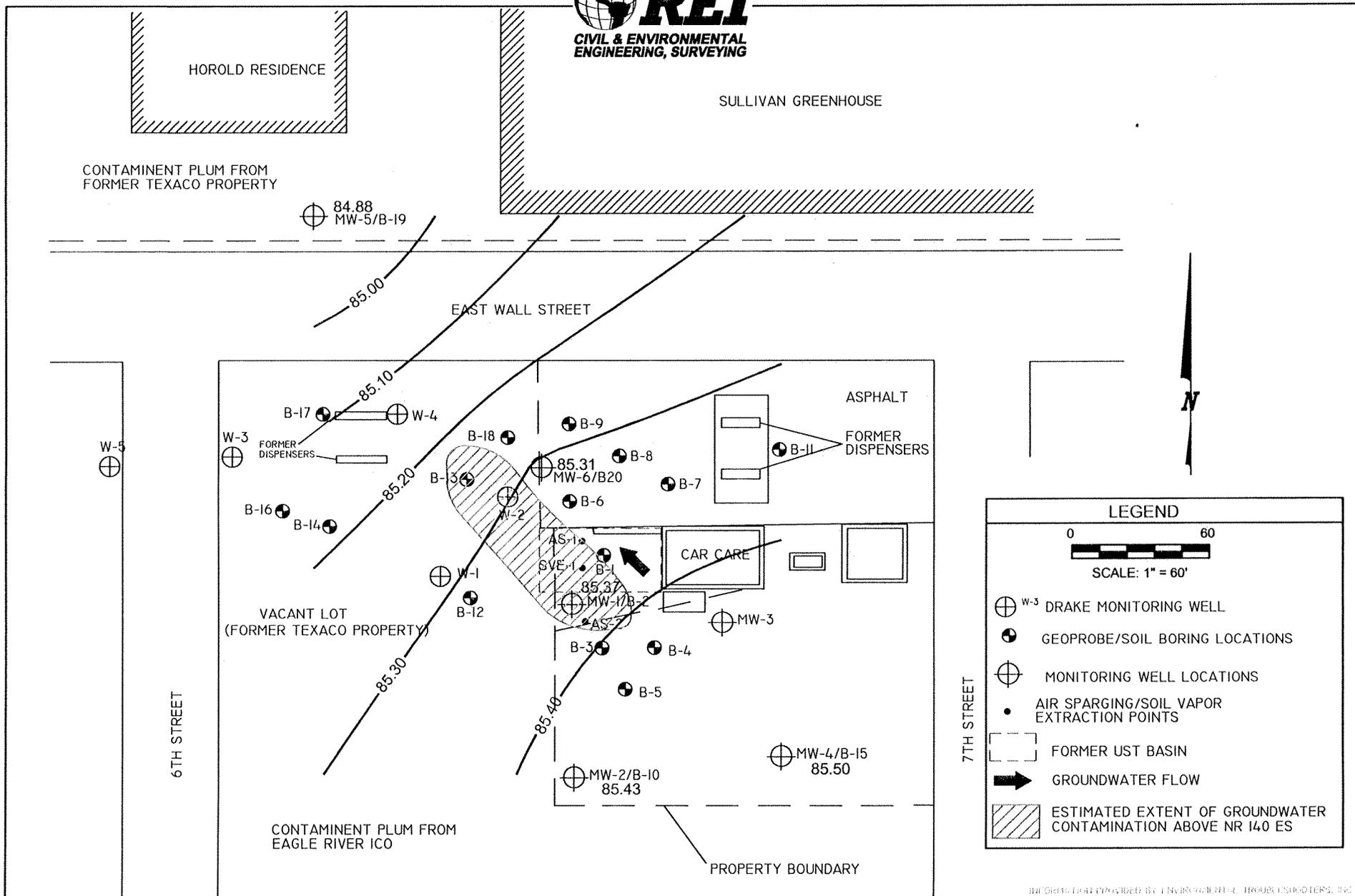
Depth to Water (feet)						
10/10/91	14.86	15.31	13.64	16.30	NI	NI
2/27/92	15.25	15.69	14.02	15.26	NI	NI
4/22/92	14.43	14.84	13.23	14.43	NI	NI
9/21/93	15.29	15.73	14.06	15.30	13.47	NI
2/13/94	16.41	16.89	NM	16.47	14.36	NI
10/25/94	15.65	16.09	14.45	15.71	13.77	NI
10/26/94	15.64	16.08	14.44	15.70	13.77	13.53
1/18/95	16.32	16.76	15.09	16.37	14.41	14.18
4/19/95	16.60	17.04	15.39	16.66	14.71	14.48
8/2/95	15.72	16.16	14.51	15.78	13.85	13.6
10/24/95	15.16	15.71	14.06	15.33	13.44	13.14
1/16/96	15.43	15.90	14.25	15.51	13.58	13.33
4/30/96	14.21	14.60	NM	14.24	12.71	12.05
7/11/96	13.96	14.36	12.74	13.97	12.55	11.88
10/29/96	15.04	15.48	13.84	15.08	13.28	12.93
1/29/97	15.41	15.86	NM	15.47	NM	13.27
4/30/97	14.11	14.51	12.91	14.15	12.65	12.03
7/16/97	14.09	14.51	12.90	14.13	12.63	12.01
3/31/99	17.52	17.99	16.31	17.61	15.60	15.38
9/21/99	15.86	16.31	14.66	15.93	13.99	13.75
8/28/02						
11/21/02						

Groundwater Elevation						
10/10/91	85.14	85.18	85.21	83.89	NI	NI
2/27/92	84.75	84.80	84.83	84.93	NI	NI
4/22/92	85.57	85.65	85.62	85.76	NI	NI
9/21/93	84.71	84.76	84.79	84.89	84.46	NI
2/13/94	83.59	83.60	NM	83.72	83.57	NI
10/25/94	84.35	84.40	84.40	84.48	84.16	NI
10/26/94	84.36	84.41	84.41	84.49	84.16	84.32
1/18/95	83.68	83.73	83.76	83.82	83.52	83.67
4/19/95	83.40	83.45	83.46	83.53	83.22	83.37
8/2/95	84.28	84.33	84.34	84.41	84.08	84.25
10/24/95	84.84	84.78	84.79	84.86	84.49	84.71
1/16/96	84.57	84.59	84.60	84.68	84.35	84.52
4/30/96	85.79	85.89	NM	85.95	85.22	85.80
7/11/96	86.04	86.13	86.11	86.22	85.38	85.97
10/29/96	84.96	85.01	85.01	85.11	84.65	84.92
1/29/97	84.59	84.63	NM	84.72	NM	84.58
4/30/97	85.89	85.98	85.94	86.04	85.28	85.82
7/16/97	85.91	85.98	85.95	86.06	85.30	85.84
3/31/99	82.48	82.50	82.54	82.58	82.33	82.47
9/21/99	84.14	84.18	84.19	84.26	83.94	84.10
8/28/02	100.00	100.49	98.85	100.19	97.93	97.85
11/21/02	100.00	100.49	98.85	100.19	97.93	97.85

NM = Not Measured

NI = Not Installed

= Elevation above top of screen



LEGEND

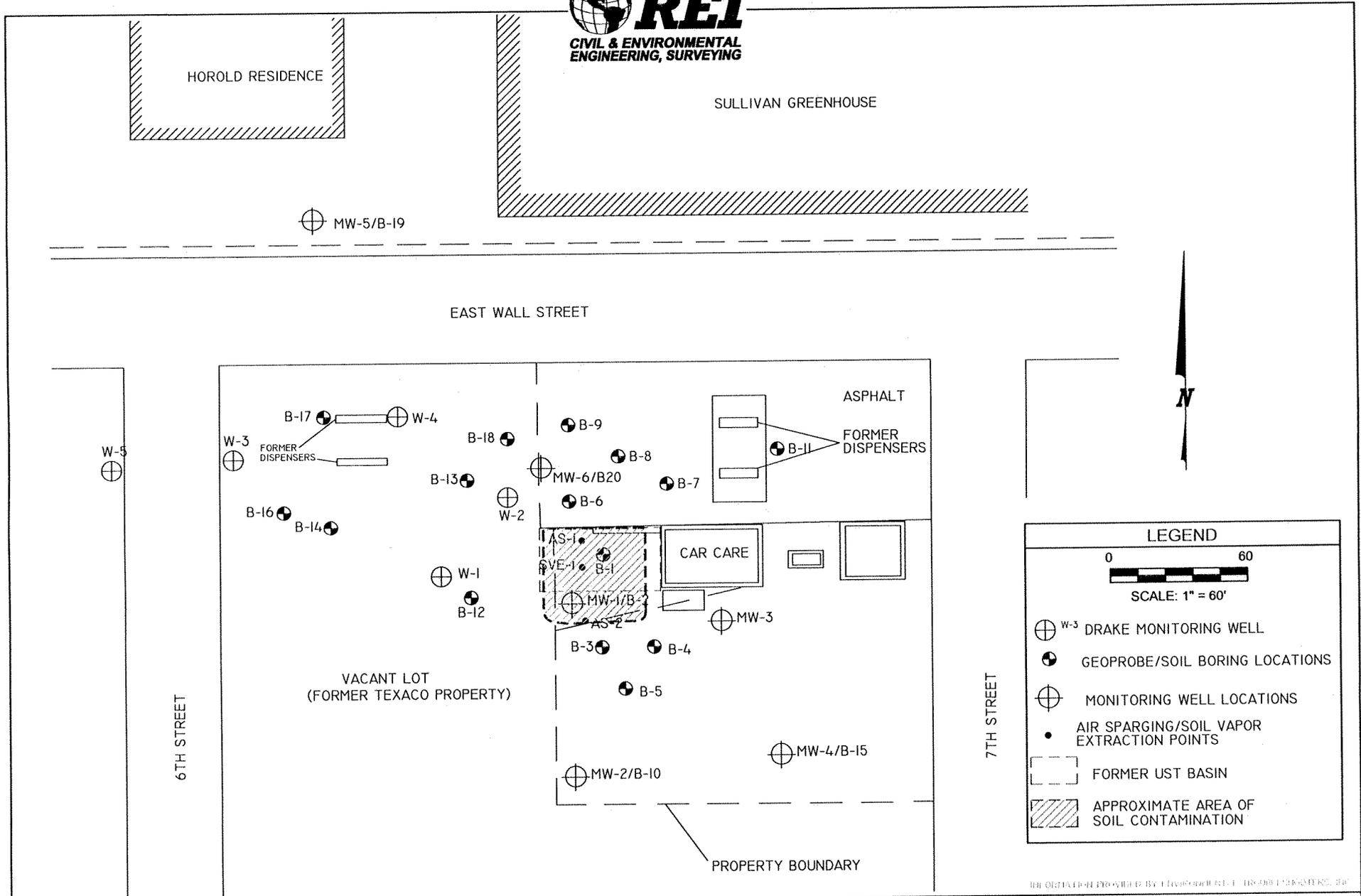
0 60
 SCALE: 1" = 60'

- ⊕ W-3 DRAKE MONITORING WELL
- GEOPROBE/SOIL BORING LOCATIONS
- ⊕ MONITORING WELL LOCATIONS
- AIR SPARGING/SOIL VAPOR EXTRACTION POINTS
- ▭ FORMER UST BASIN
- ➔ GROUNDWATER FLOW
- ▨ ESTIMATED EXTENT OF GROUNDWATER CONTAMINATION ABOVE NR 140 ES

EAGLE RIVER ICO
 WALL STREET
 EAGLE RIVER, WI

FIGURE 5B : GROUNDWATER FLOW CONTOURS & ESTIMATED EXTENT OF
 GROUNDWATER CONTAMINATION ABOVE NR 140 ES (11/21/02)

PROJECT NO.	3621	DRAWN BY:	TJR	DATE:	12/21/04
-------------	------	-----------	-----	-------	----------



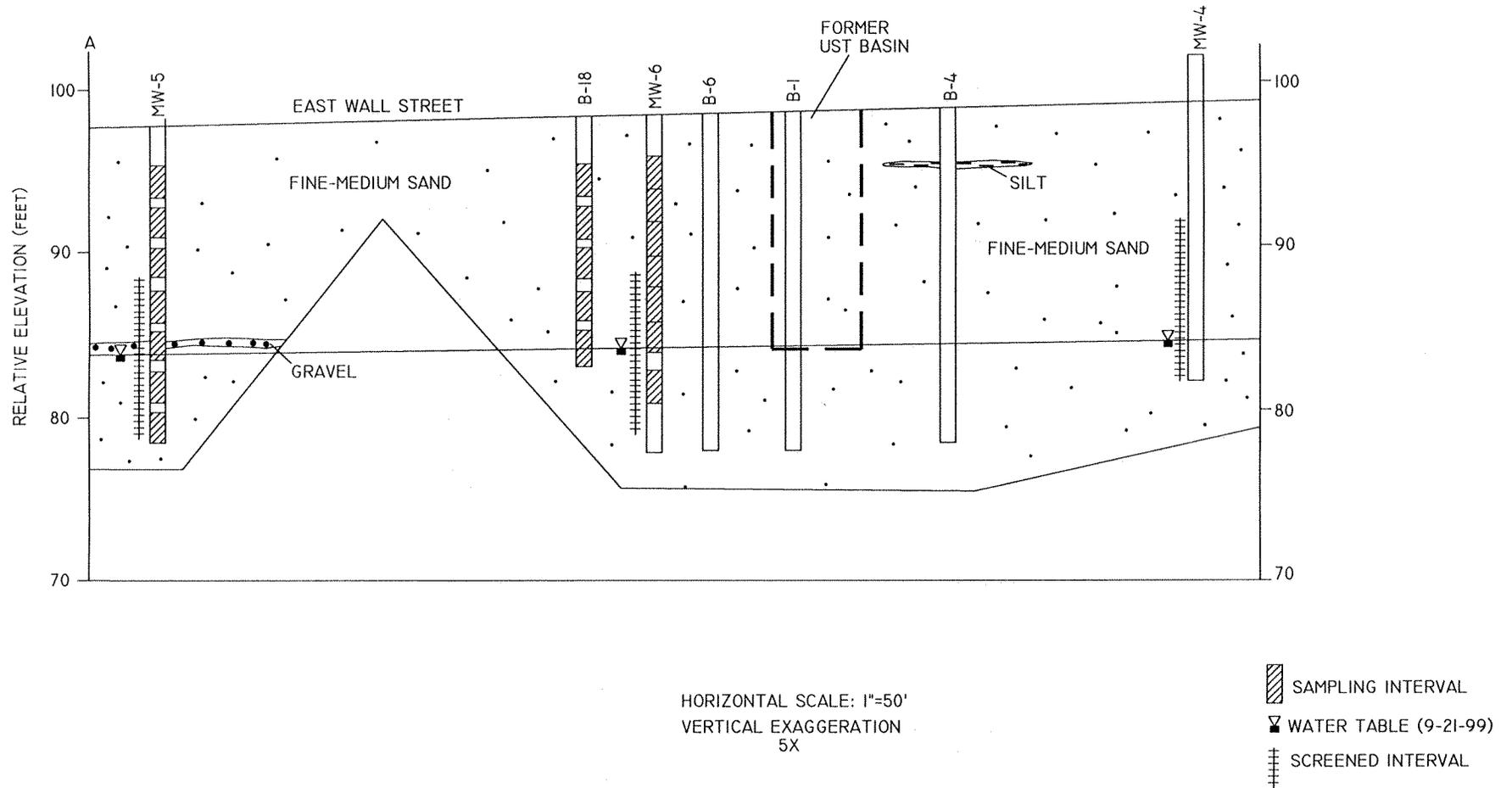
EAGLE RIVER ICO
 WALL STREET
 EAGLE RIVER, WI

FIGURE 4 : APPROXIMATE AREA OF SOIL CONTAMINATION

PROJECT NO. 3621

DRAWN BY:
 TJR

DATE:
 12/21/04



INFORMATION PROVIDED BY ENVIRONMENTAL TECHNOLOGISTS, INC.

EAGLE RIVER ICO
 WALL STREET
 EAGLE RIVER, WI

FIGURE 3 :GEOLOGIC CROSS SECTION A-A'

PROJECT NO.

3621

DRAWN BY:

TJR

DATE:

12/21/04

December 17, 2004

Re: Former Eagle River ICO
WDNR BRRTS # 03-16-205568
Commerce # 54521-9999-18
818 Wall Street
Eagle River, WI

Parcel 1:

That part of the NE ¼ of the NE ¼, Section 33, Township 40 North, Range 10 EAST, City of Eagle River, Vilas County, Wisconsin, described as follows:

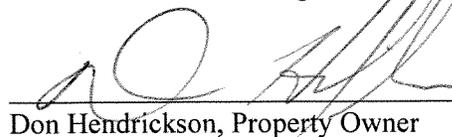
Commencing at a point on the south line of Wall Street, being also the right of way of State Trunk Highways 32, 45, and 70 (formerly known as the county road and as State Trunk Highway 26), 650 feet West of the East line of said section; thence East along the said South line of Wall Street, 170 feet thence South and parallel to the East line of said Section 95 feet; thence West and parallel to the said South line of Wall Street 170 feet; thence North and parallel to the said East line of said Section 95 feet to the Point of Beginning.

Parcel 2:

That piece or parcel of the NE ¼ of the NE ¼, Section 33, Township 40 North, Range 10 East, City of Eagle River, Vilas County, Wisconsin, described as follows:

Commencing at the Southeast corner of that parcel of land described by Jerome E. Hebert and Esther (E.) Hebert, his wife, to the Hebert Oil Company, Inc., as described in Warranty Deed dated November 1, 1962, recorded February 7, 1963 in Volume 164 Deeds, Page 251 as a PLACE OF BEGINNING of the parcel herein described; thence South along the West line of Seventh Street a distance of 125 feet; thence West parallel with the South Boundary line of Wall Street (also Highway 70) a distance of 170 feet to the Easterly line of Block 3 of Habrich's Addition, according to the recorded-plat thereof; thence North along the Easterly boundary line of said Habrich's Addition 125 feet to the Southwest corner of the said parcel described to Hebert Oil Company, Inc. in 164 Deeds, Page 251, and thence East parallel with the South boundary line of said Wall Street (the Southerly boundary line of said parcel in 164 Deeds, Page 251) a distance of 170 feet more or less to the POINT OF BEGINNING; intending to describe a parcel 125 feet x 170 feet southerly of but adjacent to the said parcel described to the Hebert Oil Company , Inc., in said 164 deeds, Page 251.

I have reviewed the above referenced legal description, and hereby certify that it is correct for the Former Wall Street – Eagle River ICO site.

 12-28-04 Date
Don Hendrickson, Property Owner



FILE COPY

MAILED
12-20-04

Transportation • Municipal • Site Development • GPS
Remediation • Environmental Assessments • Emergency Response • Safety

December 20, 2004

Jesse Mueller
2310 North Green Bay Road
Grafton, WI 53024

Subject: Inter City Oil – Eagle River
818 Wall Street
Eagle River, WI 54521
WDNR #03-16-205568
Commerce # 54521-9999-18

Dear Mr. Mueller:

This letter is to inform you that the above referenced site is being submitted for closure to the Wisconsin Department of Commerce (COMM). Residual groundwater contamination originating from the site may extend off site onto your property at **816 Wall Street, Eagle River, WI (Former Texaco Property)**, and will be recorded with the Wisconsin Department of Natural Resources (WDNR) through a geographic information systems (GIS) listing. This letter is notification to you as owner of the above listed property, and is a requirement of the GIS process.

Groundwater contamination appears to have originated at the subject property at 818 Wall Street, Eagle Rive. The levels of benzene, ethylbenzene, naphthalene, and total trimethylbenzenes downgradient of the ICO site are above the state Enforcement Standard levels found in chapter NR 140, Wisconsin Administrative Code. However, the remaining groundwater contamination does not pose a risk to human health or the environment and will naturally degrade over time. Allowing natural attenuation to complete the cleanup at this site will meet the requirements for case closure that are found in Chapter NR 726 and Chapter COMM 46, Wisconsin Administrative Code, and REI will be requesting that COMM accept natural attenuation as the final remedy for this site and grant case closure. Closure means that the Department will not be requiring any further investigation or cleanup action to be taken, other than the reliance on natural attenuation.

Y103 117

Jesse Mueller
December 20, 2004

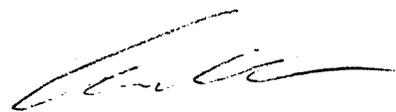
COMM will not review the closure request for at least 30 days after the date of this letter. As an affected property owner, you have a right to contact COMM to provide any technical information that is relevant to this closure request. You should mail that information to: *David Blair, Wisconsin Department of Commerce, 201 W. Washington Ave, P.O. Box 8044, Madison, WI 53708-8044.*

When this case is closed, the area where the 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. According to WDNR personnel, your site was recently closed with the same registration. The information on the GIS Registry includes maps showing the location of properties in Wisconsin where soil and groundwater contamination above chapter NR 720 RCLs and NR 140 enforcement standards was found at the time that the case was closed. This GIS Registry will be available to the general public on the Department of Natural Resources' internet web site.

Once COMM makes a decision on the closure request, it will be documented in a letter. When COMM grants closure, you may obtain a copy of this letter from REI, by writing to the agency address given above, or by accessing the DNR GIS Registry of Closed Remediation Sites on the internet at www.dnr.state.wi.us/org/at/et/geo/. A copy of the closure letter is included as part of the site file on the GIS Registry of Closed Remediation Sites.

If you need more information, you may contact me at (715) 675-9784, or Dave Blair, Wisconsin Department of Commerce, 201 W. Washington Avenue, P.O. Box 8044, Madison, WI 53708-8044.

Sincerely,
REI



Andrew R. Delforge, P.G.
Hydrogeologist/Project Manager

CC: Dave Blair, Wisconsin Department of Commerce, 201 W. Washington Avenue, P.O. Box 8044, Madison, WI 53708-8044
Kelly Johnson, Inter City Oil, 1923 South Street, Duluth, MN 55812



FILE COPY
MAILED
12-20-04

Transportation • Municipal • Site Development • GPS
Remediation • Environmental Assessments • Emergency Response • Safety

December 20, 2004

Don and Paula Hendrickson
3658 Town Line Road
Eagle River, WI 54521

Subject: Former Inter City Oil – Eagle River
818 Wall Street
Eagle River, WI 54521
WDNR #03-16-205568
Commerce # 54521-9999-18

Dear Mr. and Mrs. Hendrickson:

This letter is to inform you that the above referenced site is being submitted for closure to the Wisconsin Department of Commerce (COMM). Low-level residual groundwater contamination is present on the property and will be recorded with the Wisconsin Department of Natural Resources (WDNR) through a geographic information systems (GIS) listing. This low-level contamination does not pose a risk to human health or the environment. This letter is notification to you as owner of the above listed property, and is a requirement of the GIS process.

Soil and groundwater contamination appears to have originated at the subject property at 818 Wall Street, Eagle River. The levels of gasoline contamination in the soil on the Former ICO site are above the Chapter NR 720 RCL, and the levels contamination in the groundwater on your property are above the state Enforcement Standard levels found in chapter NR 140, Wisconsin Administrative Code. However, the remaining groundwater contamination will naturally degrade over time. Allowing natural attenuation to complete the cleanup at this site will meet the requirements for case closure that are found in Chapter NR 726 and Chapter COMM 46, Wisconsin Administrative Code, and REI will be requesting that COMM accept natural attenuation as the final remedy for this site and grant case closure. Closure means that the Department will not be requiring any further investigation or cleanup action to be taken, other than the reliance on natural attenuation.

COMM will not review the closure request for at least 30 days after the date of this letter. As an affected property owner, you have a right to contact COMM to provide any technical information that is relevant to this closure request. You should mail that information to: *David Blair, Wisconsin Department of Commerce, 201 W. Washington Ave, P.O. Box 8044, Madison, WI 53708-8044.*

K:\REIPROJ\3600-3699\3621\Letters\Client\3621all.DOC

7000 1113
Don and Paula Hendrickson
December 20, 2004

When this case is closed, the where the groundwater contamination exceeds Chapter NR 140 Enforcement Standards will be listed on the Department of Natural Resources' geographic information system (GIS) Registry of Closed Remediation Sites. The information on the GIS Registry includes maps showing the location of properties in Wisconsin where soil and groundwater contamination above chapter NR 720 RCLs and NR 140 enforcement standards was found at the time that the case was closed. This GIS Registry will be available to the general public on the Department of Natural Resources' internet web site.

Once COMM makes a decision on the closure request, it will be documented in a letter. REI will provide you with a copy of the closure letter at that time. A copy of the closure letter is included as part of the site file on the GIS Registry of Closed Remediation Sites.

If you need more information, you may contact me at (715) 675-9784, or Dave Blair, Wisconsin Department of Commerce, 201 W. Washington Avenue, P.O. Box 8044, Madison, WI 53708-8044.

Sincerely,
REI



Andrew R. Delforge, P.G.
Hydrogeologist/Project Manager

CC: Dave Blair, Wisconsin Department of Commerce, 201 W. Washington Avenue, P.O. Box 8044, Madison, WI 53708-8044
Kelly Johnson, Inter City Oil, 1923 South Street, Duluth, MN 55812