

GIS REGISTRY INFORMATION

SITE NAME: ROETTGERS COMPANY

BRRTS #: 03-52-096562 **FID # (if appropriate):** 252093380

COMMERCE # (if appropriate): 53126954703

CLOSURE DATE: 09/29/2003

STREET ADDRESS: 2803 CTH K

CITY: FRANKSVILLE

SOURCE PROPERTY GPS COORDINATES (meters in WTM91 projection): X= 687309 Y= 258217

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

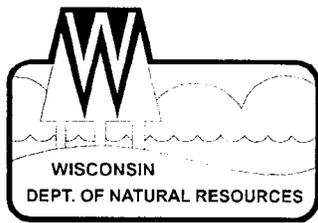
IF YES, STREET ADDRESS 1: _____

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



State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

James Doyle, Governor
Scott Hassett, Secretary
Gloria L. McCutcheon, Regional Director

Southeast Region
Sturtevant Service Center
9531 Rayne Road, Suite IV
Sturtevant, Wisconsin 53177
Telephone 262-884-2300
FAX 262-884-2307
TDD 262-884-2304

September 29, 2003

Mr. David Roettgers
Roettgers Company, Inc.
5169 North 37th Street
Milwaukee, WI 53209

Subject: Closure Approval for the Roettgers Company, 2803 CTH K, Franksville, WI, FID
252093380, BRRTS 03-52-096562, COMM 53126-9547-03

Dear Mr. Roettgers:

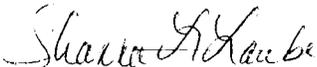
The Department has received and reviewed the closure request submitted by Advent Environmental Services for the above noted site. At this time your site has met the conditional closure requirements requested in the February 2003 letter from the Department.

Your site information will be placed on the Soil and Groundwater GIS database.

This is your final closure letter from the Department for the site conditions that exist at this time. If in the future additional information becomes available that indicates a threat to human health or the environment from any contamination remaining on your property the Department will need to be notified and additional investigation and remedial actions may be necessary.

You may contact me with any questions at 262-884-2341.

Sincerely,

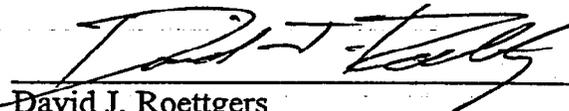

Shanna L. Laube, P.G.
Hydrogeologist

Cc: Jeff Tracy, Advent Environmental, PO Box 277, Mequon, WI 53092

CERTIFICATE

I, David J. Roettgers, hereby certify that, to the best of my knowledge, the attached is the true and correct legal description for the Mobil convenience store located at I-94 and Highway K in Franksville, Wisconsin.

Dated: 5/20, 2002.



David J. Roettgers

Part of the N 1/2 of the SE 1/4 of Sec. 25-4-21 E. Town of Raymond, Racine County, Wisconsin, described as follows: Com. at the southwest corner of the intersection of I-94 & CTH 'K' running thence west on and along the south line of CTH 'K' 130 feet, thence at right angles and south 138.7 feet, thence east 10 feet, thence south 10 feet, thence east and parallel with the south line of CTH 'K' 120 feet to a point on the west ROW line of I-94, thence north on and along the west ROW line 148.7 feet to the place of beginning.

I-94 & Highway K Self Serve
2803 County Trunk K
Franksville, WI 53126

DOCUMENT NO.
1381394

STATE BAR OF WISCONSIN FORM 1 - 1982
WARRANTY DEED

THIS SPACE RESERVED FOR RECORDING DATA

REGISTER'S OFFICE | SS
RACINE COUNTY, WI |
RECORDED _____

'92 JUN 30 A11:33

VOL 2164 PAGE 412-413

Shirley M. Seligson REGISTER
OF DEEDS

12-

RETURN TO David J. Roettgers
700 N. Water St.-Suite 1500
Milwaukee, WI 53202

This Deed, made between Robert E. Tugenberg, Trustee
of the Robert E. Tugenberg and Roberta H. Tugenberg
Trust dated September 3, 1976

and Don A. Roettgers, Grantor,

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

Wisconsin Real Estate Transfer Tax \$ 259.50

Tax Parcel No: RAYT-25-22

SEE ATTACHED EXHIBIT A

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

Together with all and singular the hereditaments and appurtenances thereunto belonging;
And Grantor

warrants that the title is good, indefeasible in fee simple and free and clear of encumbrances except any Liens or
encumbrances created by the act or default of Grantee, municipal and zoning ordinances
recorded easements for public utilities, recorded building and use restrictions and
covenants and general taxes levied
and will warrant and defend the same.

Dated this 17th day of JUNE, 1992

(SEAL)

Robert E. Tugenberg, Trustee (SEAL)
Robert E. Tugenberg, Trustee

(SEAL)

Robert E. Tugenberg, Trustee (SEAL)
COMMISSIONER
COMMISSION # 862118
NOTARY PUBLIC - CALIFORNIA
SAN DIEGO COUNTY
My Comm. Exp. January 31, 1996

AUTHENTICATION

Signature(s) _____

authenticated this _____ day of _____, 19____

TITLE: MEMBER STATE BAR OF WISCONSIN

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

THIS INSTRUMENT WAS DRAFTED BY

David J. Roettgers

WEISS, BERZOWSKI, BRADY & DONAHUE
(Signatures may be authenticated or acknowledged. Both
are not necessary.)

ACKNOWLEDGMENT

STATE OF ~~WISCONSIN~~ CALIFORNIA

San Diego County, ss.

Personally came before me this 17th day of
JUNE, 1992, the above named
Robert E. Tugenberg

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

Lorraine Rendon
Lorraine Rendon

Notary Public San Diego County, CA
My Commission is permanent (with no expiration
date: January 31, 1996...)

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

EXHIBIT A

Part of the North One-half (1/2) of the South East One-quarter (1/4) of Section Twenty-five (25), Township Four (4) North, Range Twenty-one (21) East, described as follows: Commencing at the Southwest corner of the intersection of I-94 and CTH 'K' running thence West on and along the South line of CTH "K" 130 feet, thence at right angles and South 138.7 feet, thence East 10 feet, thence South 10 feet, thence East and parallel with the South line of CTH "K" 120 feet to a point on the West Right of Way line of I-94, thence North on and along the West Right of Way line 148.7 feet to the place of beginning. Said land being in the Town of Raymond, County of Racine, State of Wisconsin.

(Tax Statement: RAYT-25-22)

1717006

REGISTER'S OFFICE
RACINE COUNTY, WI

STATE BAR OF WISCONSIN FORM 11 - 1982
LAND CONTRACT
Individual and Corporate
(TO BE USED FOR ALL TRANSACTIONS WHERE OVER
\$25,000 IS FINANCED AND IN OTHER NON-CONSUMER
ACT TRANSACTIONS)

DOCUMENT NO.

RECORDED _____

2000 FEB -7 PM 3:34

MARK A. LADD
REGISTER OF DEEDS

VOL 3002
PAGE 297-303

Contract, by and between
Donath A. Roettgers

_____ ("Vendor",
whether one or more) and Hwy K, LLC

_____ ("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 renis, profits, fixtures and other appurtenant interests (all called the "Property"), in _____

Racine County, State of Wisconsin:

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS

Gregory I. Devorkin, Esq.
Weiss, Berzowski, Brady
& Donahue LLP
700 North Water St.-#1500
Milwaukee, WI 53202

WI REAL ESTATE
TRANSFER FEE
\$ 225.00

51-012042125036000
PARCEL IDENTIFICATION NUMBER

SEE ATTACHED EXHIBIT A

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

Purchaser agrees to purchase the Property and to pay to Vendor at 15320 Santa Maria Drive, Brookfield, WI
the sum of \$ 75,000 in the following manner: ~~(2) 20%~~
~~at the expiration of this Contract on the balance of \$ _____, together with interest from date~~
hereof on the balance outstanding from time to time at the rate of 9% percent per annum until paid in full, as follows:

\$1,197.70 per month

Provided, however, the entire outstanding balance shall be paid in full on or before the 1st day of December, 2006
19____ (the maturity date)

Following any default in payment, interest shall accrue at the rate of 16% per annum on the entire amount in default (which shall include, without limitation, delinquent interest and, upon acceleration or maturity, the entire principal balance).

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

Payments shall be applied first to interest on the unpaid balance at the rate specified and then to principal. Any amount may be prepaid without premium or fee upon principal at any time after _____, 19____ (OR) there may be no prepayment of principal without permission of Vendor.*

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

Purchaser states that Purchaser is satisfied with the title as shown by the title evidence submitted to Purchaser for examination except:
NONE

SEE EXHIBIT B ATTACHED HERETO AND MADE A PART HEREOF FOR ADDITIONAL PROVISIONS

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 closing, 19____.

* Cross Out One.

RS6176

*full replacement value of the Property

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

Purchaser shall keep the improvements on the Property insured against loss or damage occasioned by fire, extended coverage perils and such other hazards as Vendor may require, without co-insurance, through insurers approved by Vendor, in the sum of \$ but Vendor shall not require coverage in an amount more than the balance owed under this Contract. Purchaser shall pay the insurance premium 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: municipal and zoning ordinances, recorded easements, covenants and restrictions, matters which would be disclosed by an accurate survey and taxes and assessments, general or special

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 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 10 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 on 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 to 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. ~~Vendor's sole discretion~~

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 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 other subsequent or prior default of Purchase.

All terms of this Contract shall be binding upon and inure to the benefit 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 1st day of January, 2000

Donath A. Roettgers (SEAL)
Donath A. Roettgers

Hwy K LLC
David J. Roettgers (SEAL)
David J. Roettgers, Member

AUTHENTICATION

ACKNOWLEDGMENT

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

State of Wisconsin, }
Milwaukee County, } ss.
Personally came before me this 1st day of January, 192000
Donath A. Roettgers and David J. Roettgers

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

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

Debra L. Neumann
Notary Public, Milwaukee County, Wis.
My commission is permanent. (If not, state expiration date: 10/13/02, 19____.)

THIS INSTRUMENT WAS DRAFTED BY
Gregory I. Devorkin, Esq.
WEiss, Berzowski, Brady & Donahue LLP
(Signatures may be authenticated or acknowledged. Both are not necessary.)

Part of the N 1/2 of the SE 1/4 of Sec. 25-4-21 E. Town of Raymond, Racine County, Wisconsin, described as follows: Com. at the southwest corner of the intersection of I-94 & CTH 'K' running thence west on and along the south line of CTH 'K' 130 feet, thence at right angles and south 138.7 feet, thence east 10 feet, thence south 10 feet, thence east and parallel with the south line of CTH 'K' 120 feet to a point on the west ROW line of I-94, thence north on and along the west ROW line 148.7 feet to the place of beginning.

I-94 & Highway K Self Serve
2803 County Trunk K
Franksville, WI 53126

EXHIBIT B
TO
LAND CONTRACT

The following provisions are hereby made a part of the Land Contract dated JAN. 1, 2000, by Donath A. Roettgers ("Vendor") and Hwy K LLC ("Purchaser"). In the event of any conflict between the provisions of this Exhibit B and the provisions of the preprinted form Land Contract, the provisions of this Exhibit B shall prevail.

1. Leases. Purchaser may lease the Property to any corporation which is solely owned by Purchaser; provided such lease is subject and subordinate to this Land Contract.

2. AS IS. Buyer acknowledges that he has had an ample opportunity to inspect the property, and that he will rely solely upon such investigations in purchasing the property. Notwithstanding anything to the contrary contained herein, it is expressly understood and agreed that Buyer is acquiring the property "as is" and "where is", with all faults, and that Seller has not made and does not make any representations or warranties, express or implied, with respect to the quality, physical condition or value of the property, including, without limitation, warranties of merchantability or fitness for a particular purpose.

3. Prepayment. Purchaser shall not prepay, in whole or in part, the principal under this Land Contract without the prior written consent of Vendor, which consent may be withheld in Vendor's sole discretion. Notwithstanding the foregoing, on and after December 31, 2001, Purchaser may sell and convey his entire interest in the Property, in whole or in part, without Vendor's consent, provided (i) Purchaser shall prepay the entire outstanding balance of this Land Contract, and (ii) Purchaser shall have complied with the requirements of Sections 10 and 11 of this Exhibit B.

4. Condemnation. All condemnation awards (or proceeds paid in compromise of condemnation proceedings) for the Property, or any part thereof, shall be paid to Vendor and shall be applied in such manner as Vendor shall determine to rebuilding of the Property or to principal.

5. Insurance. The Purchaser, at his cost, shall procure and maintain in full force and effect at all times commencing with the date of closing and continuing for the term of this Land Contract a policy or policies of comprehensive public liability insurance insuring the Vendor as an additional insured (and its mortgagee(s), if any) and the Purchaser in an amount of at least \$1,000,000 in respect of bodily injury or death to any one person, and in the amount of \$2,000,000 for injuries or death from any one accident and in the amount of \$500,000 for property damage with respect to claims, demands or causes of action of any person or persons arising out of accidents occurring on or about the Property. Further, Purchaser, at his sole cost and expense, shall at all times procure and maintain business interruption insurance insuring

against loss of business or rental income of the Property in an amount equal to not less than one year's gross business income from the Property. Purchaser shall deliver annually certificates evidencing that such insurance is in full force and effect.

6. Stock Transfers. If this Land Contract is assigned by Purchaser to a corporation or a limited liability company, from the date hereof through December 31, 2001, David J. Roettgers shall at all times beneficially own at least eighty percent (80%) of Purchaser and no interest in Purchaser shall be conveyed, transferred, pledged or assigned without the prior written consent of Vendor, which consent may be withheld in Vendor's sole discretion.

7. Performance by Vendor. Purchaser agrees that, if Purchaser fails to perform any act or to pay any money which Purchaser is required to perform or pay under this Land Contract, Vendor, at the cost and expense of Purchaser and in Purchaser's name or in its own name, may, but shall not be obligated to, perform or cause to be performed such act or take such action or pay any money. Any money paid by Vendor shall be due from Purchaser on demand and shall be secured by this Land Contract, bearing interest at the default rate set forth in this Land Contract from the date of expenditure by Vendor to the date of payment by Purchaser.

8. Alteration or Removal. Purchaser shall not remove, demolish or materially alter any part of the Property without the prior written consent of Vendor. Purchaser shall continuously operate the Property for the same purpose as it used on the date hereof and shall not seek or acquiesce in a change in zoning classification of the Property.

9. Inspection. Vendor and its authorized representatives may enter the Property at reasonable times to inspect it, and at Vendor's option to repair or restore the Property and to conduct environmental assessments and audits of the Property.

10. Environmental. Prior to Purchaser's transfer, sale or conveyance of any legal or equitable title in the Property, all of the following conditions shall exist:

a. Purchaser shall provide to Vendor, at Purchaser's expense, a current report of an environmental assessment of reasonable scope, form and depth (including, where reasonably appropriate, invasive soil or groundwater sampling) by a consultant reasonably approved by Vendor, concluding that there are no conditions associated with the Property resulting in and/or reasonably expected to result in then-current or future investigation, clean-up, remediation, monitoring or disposal requirements under any applicable law or regulation or imposed by any governmental authority with jurisdiction over Purchaser and/or the Property. For purposes of this subsection, monitoring requirements that are imposed as a result of site remediation will be deemed to be subject to this provision only for a period of one (1) year after actual clean-up work is

completed. Furthermore, for purposes of this subsection, a current report shall be defined as a report dated and effective no later than three (3) months prior to such transfer, sale or conveyance; and

b. Purchaser shall obtain and furnish to Vendor a letter from the Wisconsin Department of Natural Resources confirming that no further action is currently required with respect to the remediation of existing contamination on the Property. However, in the event the Wisconsin Department of Natural Resources discontinues the practices of issuing "no action" letters, or in the event no contamination is found and the Wisconsin Department of Natural Resources has no jurisdiction over the Property, then this requirement shall terminate and Purchaser shall be required to satisfy only the conditions set forth in subsection 10(a) above.

Vendor and Purchaser shall mutually agree to the selection of an environmental consultant for the purposes of determining whether environmental contamination exists on the Property.

11. Indemnification. In the event Purchaser transfers, sells or otherwise conveys any legal or equitable interest in the Property after satisfying the conditions set forth in Section 10 above, Purchaser hereby agrees, to use best efforts to negotiate from a transferee an indemnification for any environmental contamination on such Property, which such indemnification shall extend to and be in favor of Vendor.

12. Additional Environmental Provisions.

a. Compliance with Environmental laws. Purchaser, at Purchaser's expense, shall comply with all laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities pertaining to Purchaser's use of the Property including, without limitation, all applicable federal state and local laws, regulations or ordinances pertaining to air and water quality, any Hazardous Materials (as hereinafter defined) waste disposal, air emissions and other environmental matters.

b. Release. Vendor hereby discloses to Purchaser that the Property has been operated as a gasoline station, and as a result, the Property may contain environmental contamination. Purchaser expressly agrees to assume all liability with respect to hazardous Materials associated in any way with the Property, including, without limitation, soil, groundwater or air contamination, and liability for on-site or off-site disposal or migration of Hazardous Materials. If Hazardous Materials are discovered on the Property in violation of applicable laws, Purchaser shall, at Purchaser's sole cost and expense, promptly commence and thereafter diligently and without undue delay complete remediation of any adverse environmental conditions relating thereto.

c. Indemnification. Purchaser shall defend, indemnify and hold harmless Vendor, his heirs, personal representatives, successors and assigns, from and against all claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses, including, without limitation, attorneys' and consultants' fees, investigation and laboratory fees, court costs and litigation expenses, known or unknown, contingent or otherwise, arising out of or in any way related to: (a) the presence, disposal, release or threatened release of any hazardous Materials on, over, under, from or affecting the Property or the soil, water vegetation, buildings, personal property, persons or animals on the Property; (b) any personal injury or bodily injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials on the Property; (c) any lawsuit brought or threatened, settlement reached or government order relating to such Hazardous Materials with respect to the Property; (d) any breach by Purchaser of the obligations stated in subsections (a) or (b) above; and/or (e) any violation of laws, orders, regulations, requirements or demands of governmental authorities which are based upon or in any way related to such Hazardous Materials on the Property. Without limiting the foregoing indemnity in any way, it is agreed that Purchaser's indemnity obligations specifically include, among other things, any claims related to any alleged migration of Hazardous Materials on, onto, from or through the Property, including the soil or groundwater on the Property, before, during or after the time that Vendor owns the Property.

d. Hazardous Materials. As used herein, the term "Hazardous Materials" includes, without limitation, petroleum and petroleum by-products, asbestos in any form, urea formaldehyde foam insulation, transformers or other equipment containing polychlorinated biphenyls (PCBs), underground storage tanks for any substance, and any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, et. seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801, et. seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Sections 6901, et. seq.), the hazardous substance spill provision of the Wisconsin Statutes (Section 144.76, Wis. Stats.) and in the regulations adopted and publications promulgated pursuant thereto, or in any other federal, state or local government law, ordinance, rule or regulation. As used herein, Property shall include, without limitation, soil, groundwater and surface water located on, in or under the Property.

e. Survival. The provisions of this Section 12 shall survive the satisfaction or termination of this Land Contract.

13. Survival. Notwithstanding anything in this Land Contract to the contrary, the provisions of Sections 10, 11 and 12 shall apply solely to Purchaser and shall not apply to any other party that acquires the Property, in whole or in part, after the satisfaction of this Land Contract as permitted herein.

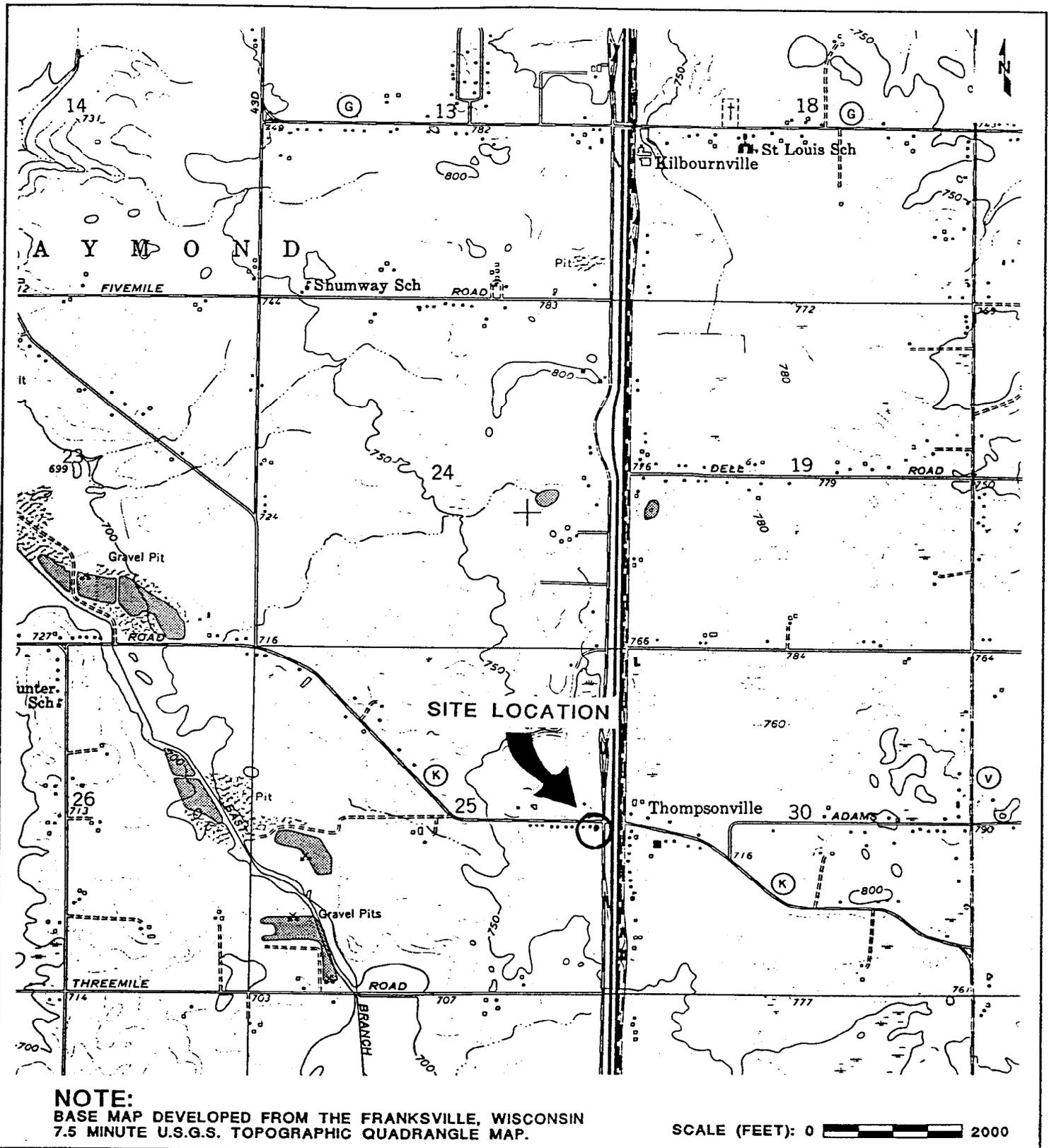


FIGURE 1 SITE LOCATION MAP
ROETTGER'S COMPANY
FRANKSVILLE, WISCONSIN



QUADRANGLE LOCATION
 NE1/4 SE1/4 SEC.25 T.4N., R.21E.

A D V E N T

ENVIRONMENTAL SERVICES, INC.
 DATE: 1/08/96
 DRAWING # 950280.02

A D V E N T

April 22, 2003

Mr. Frank Welch
Welch's A&W Restaurant
3751 South 27th Street
Franksville, WI 53216

RE: Notice of Potential Contamination
Roettgers Company – I94 and K property
2803 County Highway K, Town of Raymond, Wisconsin
DNR BRRTS No. 03-52-096562, DNR FID No. 252093380

Dear Mr. Welch:

On behalf of the Roettgers Company, Inc., Advent Environmental Services, Inc., completed a site investigation and ground water monitoring program at the Roettgers Company – I94 and K property and we requested that the Wisconsin Department of Natural Resources (WDNR) review the site for closure. The WDNR reviewed the site and requested we notify you that residual ground water contamination may have migrated onto the western end of your property.

The potential exists that residual ground water contamination may be encountered in the sub-surface on the west end of the A&W property adjacent to the Roettgers Company property. The attached Figure presents the estimated extent of petroleum contaminated ground water during the latest ground water sampling event on October 1, 2002. I also enclosed tables presenting the soil and ground water analytical results.

We collected water samples from the A&W property during the site investigation. We collected water samples from the monitoring well (MW-5) on the west end of the A&W property and the potable water well (drinking water) at the southwest building corner. We did not identify any contaminants in the monitoring well during the last sampling event, and we did not identify any contaminants in the potable well. I enclosed a copy of the potable well analytical report.

The WDNR may require that your property be listed on the State of Wisconsin Registry of Properties with Contaminated Ground Water as a condition of closing the Roettgers Company property. A copy of the WDNR letter indicating that the WDNR may include the A&W property on the State Registry of Properties with Contaminated Ground Water is attached. Anyone that constructs a water supply well on your property would need approval from the WDNR if your property is listed in the Registry.

We requested a copy of the deed to your property from the Racine County Register of Deeds. The WDNR uses information on the deed when they list your property in the Registry. We enclosed a copy of the deed request letter for your files.

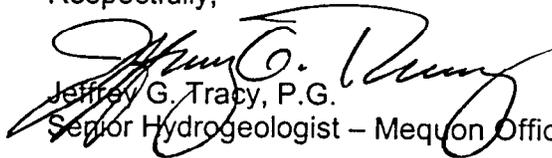
Advent Environmental Services, Inc.

P.O. Box 277
Mequon, WI 53092-0277
Fax 414-371-5021
1-800-880-1998
414-371-5020

5110 Fairview Dr., Suite A
Eau Claire, WI 54701
Fax 715-831-1531
1-800-530-1520
715-831-1530

If you have any questions please call me at (414) 371-5020.

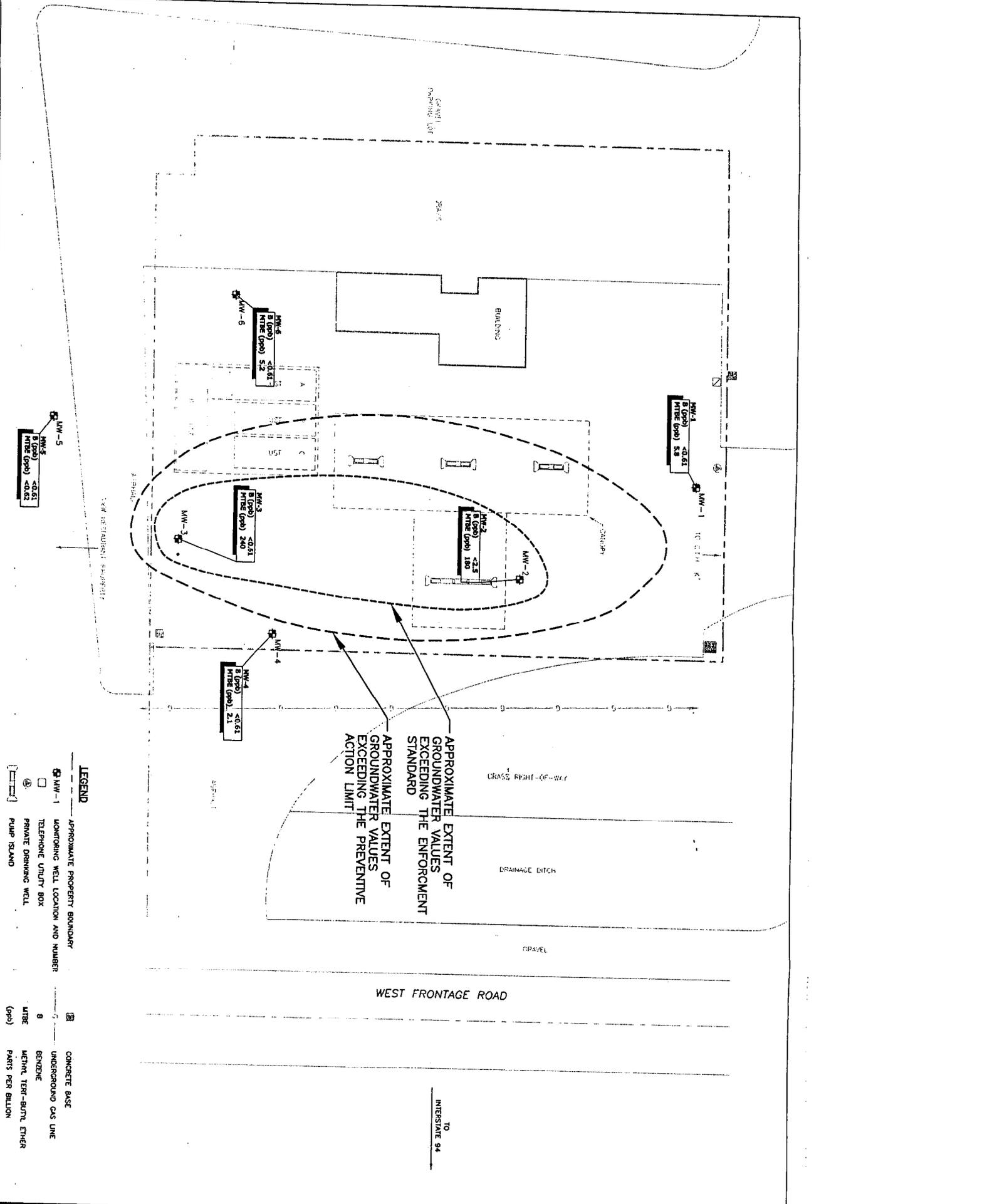
Respectfully,



Jeffrey G. Tracy, P.G.
Senior Hydrogeologist – Mequon Office

enclosures

cc: Mr. David Roettgers, Roettgers Company, Inc., 5169 North 37th Street, Milwaukee, WI 53209



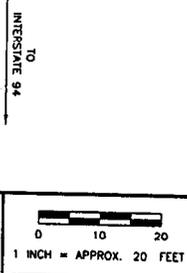
APPROXIMATE EXTENT OF
GROUNDWATER VALUES
EXCEEDING THE ENFORCEMENT
STANDARD

APPROXIMATE EXTENT OF
GROUNDWATER VALUES
EXCEEDING THE PREVENTIVE
ACTION LIMIT

- LEGEND**
- APPROXIMATE PROPERTY BOUNDARY
 - ⊕ MW-1 MONITORING WELL LOCATION AND NUMBER
 - TELEPHONE UTILITY BOX
 - ⊕ PRIVATE DRINKING WELL
 - ⊕ PUMP ISLAND

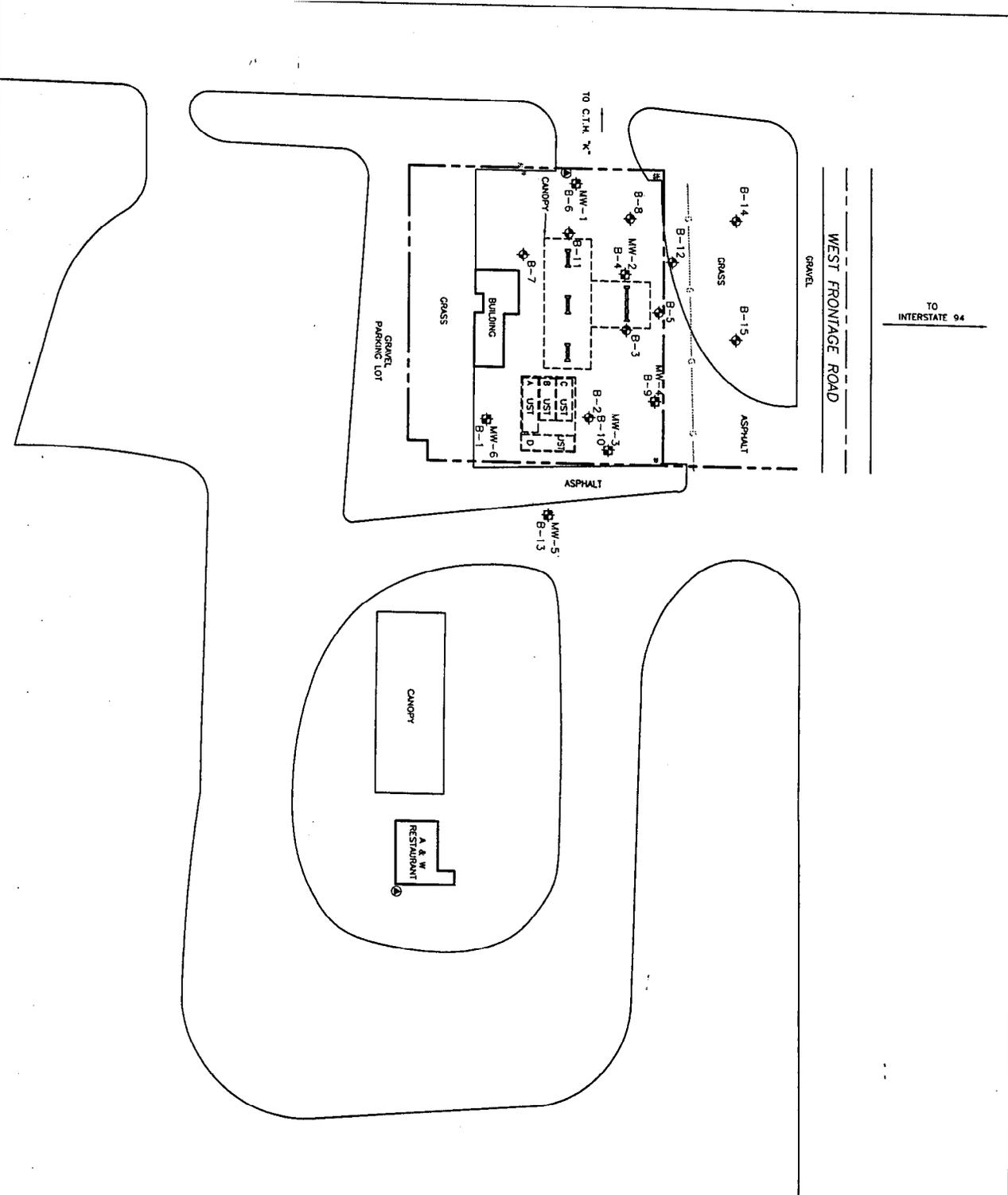
- CONCRETE BASE
- UNDERGROUND GAS LINE
- METHYL TERT-BUTYL ETHER PARTS PER BILLION

FIGURE 1
GROUNDWATER ANALYTICAL RESULTS
OCTOBER 1, 2002
I-94 & K SELF-SERVE
FRANKSVILLE, WISCONSIN



DATE: 7/31/03
PROJ# 95028002-B3

DRAWN BY: CCM
APPROVED BY:



TO
INTERSTATE 94

WEST FRONTAGE ROAD

GRAVEL

GRASS

ASPHALT

TO C.T.M. 'K'

GRAVEL
PARKING LOT

BUILDING

GRASS

ASPHALT

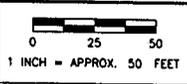
MW-5
B-13

CAMPY

A & M
RESTAURANT

UST ID	UST SIZE (GALLONS)	UST CONTENTS
A	10,000	GASOLINE
B	8,000	GASOLINE
C	8,000	GASOLINE
D	10,000	DIESEL

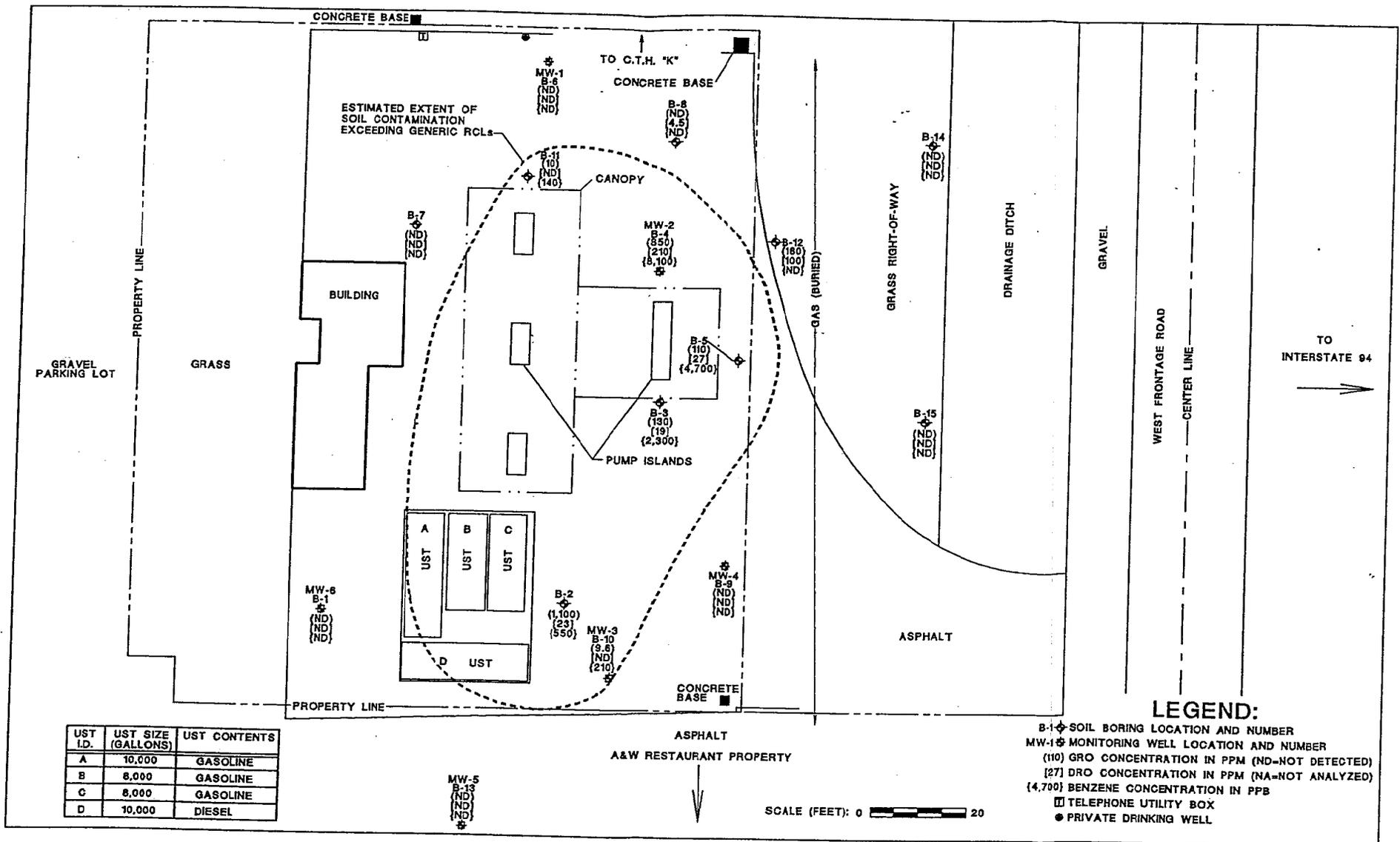
- LEGEND**
- APPROXIMATE PROPERTY BOUNDARY
 - ☒ TELEPHONE UTILITY BOX
 - ⊙ PRIVATE DRINKING WELL
 - ⊙ PUMP ISLAND
 - CONCRETE BASE
 - UNDERGROUND GAS LINE



DATE: 3/11/03
PROJ# 95028002-B2

DRAWN BY: CCM
APPROVED BY:

FIGURE 1
SITE FEATURES MAP
194 & K SELF-SERVE
FRANKSVILLE, WISCONSIN



**FIGURE 3 ESTIMATED EXTENT OF CONTAMINATED SOIL
ROETTGER'S COMPANY
FRANKSVILLE, WISCONSIN**

TABLE 1 (PAGE 1 OF 2)
ANALYTICAL RESULTS - SOIL
ROETTIGERS COMPANY, INC. - 194 & K PHILLIPS 66
FRANKSVILLE, WISCONSIN

Boring No. Sample No.	NR 720 Limits	B-1 S-3	B-1 S-6	B-2 ³ S-3	B-2 S-4	B-3 S-1	B-3 ³ S-2	B-4 ³ S-2	B-4 S-4	B-5 ³ S-2	B-5 ³ S-3	B-6 S-2	B-6 S-6	B-7 S-1	B-7 S-5
Depth (feet)		5-7	11-13	5-7	7-9	1-3	3-5	3-5	7-9	3-5	5-7	3-5	11-13	1-3	9-11
PID (instrument units)		5	<1	52	2	11	78	335	7	82	35	<1	<1	<1	<1
GROs (ppm)	250	ND	ND	1,100	4.1	14	130	850	ND	75	110	ND	ND	ND	ND
DROs (ppm)	250	ND	ND	23	ND	ND	19	210	ND	5.4	27	ND	ND	ND	4.2
Total Lead (ppm)	50	13	10	11	12	17	8.4	10	9.7	14	12	9.5	11	5.7	10
VOCs (ppb) ¹															
Benzene	25 ²	ND	ND	550	ND	850	2,300	8,100	ND	1,900	4,700	ND	ND	ND	ND
n-Butylbenzene		ND	ND	7,500	ND	49	1,200	5,700	ND	1,100	310	ND	ND	ND	ND
sec-Butylbenzene		ND	ND	1,400	ND	ND	220	960	ND	240	ND	ND	ND	ND	ND
1,2-Dichloroethane	25 ²	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Ethylbenzene	2,900	ND	ND	7,100	ND	620	4,000	16,000	ND	3,700	9,600	ND	ND	ND	ND
Isopropylbenzene		ND	ND	3,300	71	67	550	1,700	ND	360	540	ND	ND	ND	ND
p-Isopropyltoluene		ND	ND	1,900	ND	ND	280	1,700	ND	ND	ND	ND	ND	ND	ND
Methyl-t-butyl ether		ND	ND	ND	210	62	150	ND	150	ND	ND	ND	ND	ND	ND
Naphthalene		ND	ND	2,500	ND	ND	900	9,000	ND	2,200	2,300	ND	ND	ND	ND
n-Propylbenzene		ND	ND	14,000	73	190	2,000	6,900	ND	1,600	1,800	ND	ND	ND	ND
Toluene	1,500	ND	ND	66	ND	ND	ND	29,000	ND	69	ND	ND	ND	ND	ND
1,2,4-TMB		ND	ND	53,000	ND	650	12,000	61,000	ND	15,000	18,000	ND	ND	ND	ND
1,3,5-TMB		ND	ND	14,000	ND	220	3,000	16,000	ND	400	2,200	ND	ND	ND	ND
Total Xylenes	4,100	ND	ND	7,780	ND	500	4,000	86,000	ND	3,950	9,060	ND	ND	ND	ND

ND Not Detected

TMB Trimethylbenzene

- Only VOCs detected are listed. For a complete list of the compounds analyzed and laboratory detection limits, see Appendix D.
 - Site specific case closeout limit exceeds regulatory soil residual clean-up limits due to raised laboratory detection limit of methanol preserved soil sample.
 - Laboratory detection limits exceed case closeout limits due to presence of petroleum contaminants.
- Bold and underline indicate concentrations exceeding WDNR NR 720 limits for petroleum-contaminated soils.

TABLE 1 (PAGE 2 OF 2)
 ANALYTICAL RESULTS - SOIL
 ROETTIGERS COMPANY, INC. - I94 & K PHILLIPS 66
 FRANKSVILLE, WISCONSIN

Boring No. Sample No.	NR 720 Limits	B-8 S-3	B-8 S-5	B-9 S-2	B-10 S-1	B-10 S-4	B-11 S-1	B-11 S-4	B-12 S-2	B-12 S-3	B-13 S-5	B-13 S-6	B-14 S-3	B-14 S-4	B-15 S-3	B-15 S-5
Depth (feet)		5-7	9-11	3-5	1-3	7-9	1-3	7-9	3-5	5-7	9-11	11-13	5-7	7-9	5-7	9-11
PID (instrument units)		<1	<1	<1	45	1	11	1	354	1	<1	<1	<1	<1	<1	<1
GROs (ppm)	250	ND	ND	ND	9.6	7.2	10	ND	180	ND						
DROs (ppm)	250	ND	4.6	ND	ND	ND	ND	ND	100	ND						
Total Lead (ppm)	50	8.7	11	8.4	12	9.0	12	8.6	18	9.7	8.7	6.9	8.2	8.2	6.8	8.0
VOCs (ppb) ¹																
Benzene	25 ²	ND	ND	ND	<u>210</u>	ND	<u>140</u>	ND								
n-Butylbenzene		ND	ND	ND	ND	35	ND	ND	3,300	ND						
sec-Butylbenzene		ND	ND	ND	ND	ND	ND	ND	410	ND						
1,2-Dichloroethane	25 ²	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Ethylbenzene	2,900	ND	ND	ND	220	ND	1,200	ND	150	ND						
Isopropylbenzene		ND	ND	ND	70	150	ND	ND	220	ND						
p-Isopropyltoluene		ND	ND	ND	ND	ND	ND	ND	1,000	ND						
Methyl-t-butyl ether		210	ND	ND	87	240	230	190	ND	78	ND	ND	ND	ND	ND	ND
Naphthalene		ND	ND	ND	ND	ND	ND	ND	1,800	ND						
n-Propylbenzene		ND	ND	ND	140	150	ND	ND	810	ND						
Toluene	1,500	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
1,2,4-TMB		ND	ND	ND	280	ND	250	ND	19,000	ND						
1,3,5-TMB		ND	ND	ND	94	ND	40	ND	5,000	ND						
Total Xylenes	4,100	ND	ND	ND	550	ND	3,300	ND	730	ND						

ND Not Detected

TMB trimethylbenzene

1 Only VOCs detected are listed. For a complete list of the compounds analyzed and laboratory detection limits, see Appendix D.

2 Site specific case closeout limit exceeds regulatory soil residual clean-up limits due to raised laboratory detection limit of methanol preserved soil sample.

Bold and underline indicate concentrations exceeding WDNR NR 720 limits for petroleum-contaminated soils.

TABLE 2 (page 1 of 6)
ANALYTICAL RESULTS - GROUNDWATER
ROETTIGERS COMPANY, INC. - I94 AND K
FRANKSVILLE, WISCONSIN

Well Number Date	Regulatory Standards		MW-1	MW-1	MW-1	MW-1	MW-1	MW-1	MW-1	MW-1	MW-1	MW-1	MW-1
			2/14/96	2/17/98	5/13/98	9/15/98	3/24/99	6/30/99	9/15/99	12/7/99	3/28/00	6/20/00	10/1/02
Parameter	ES	PAL	SI	Monitoring									
GROs (ppb)	NL	NL	<50	<14	<20	27	<15	<15	<15	<15	<15	<50	<50
DROs (ppb)	NL	NL	250	<86	<86	<86	<51	<51	<51	NA	NA	NA	NA
Total Lead (ppb)	15	1.5	<2.0	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
VOCs (ppb) ¹													
Benzene	5.0	0.5	<0.6	<0.36	<0.35	<0.35	<0.50	<0.50	<0.50	<0.50	<0.50	<0.13	<0.61
Ethylbenzene	700	140	<1.0	<0.26	<0.39	<0.39	<0.54	<0.54	<0.54	<0.54	<0.54	<0.22	<0.63
Methyl-t-butyl ether	60	12	<1.0	2.3	2.6	5.3	5.9	9.1	11	6.1	6.4	2.7	5.8
Toluene	1,000	200	<1.0	<0.25	<0.36	<0.36	<0.52	<0.52	<0.52	<0.52	<0.52	<0.20	<0.64
1,2,4-Trimethylbenzene	480	96	<1.0	<0.30	<0.47	<0.47	<0.55	<0.55	<0.55	<0.55	<0.55	<0.22	<0.65
1,3,5-Trimethylbenzene			<1.0	<0.20	<0.44	<0.44	<0.52	<0.52	<0.52	<0.52	<0.52	<0.29	<0.66
Total Xylenes	10,000	1,000	<1.0	<1.1	<1.1	<1.1	<1.0	<1.0	<1.0	<1.0	<1.0	<0.23	<2.12
PAHs (ppb) ¹													
Naphthalene	40	8.0	NA	<0.034	<0.034	<0.034	NA	NA	<0.034	NA	NA	NA	0.013
Natural Attenuation Parameters (ppm)													
Dissolved Oxygen	NL	NL	NA	1.64	0.72	3.52	NA	0.43	1.01	1.68	NA	1.34	NA
Nitrates	10	2.0	NA	0.033	0.30	<0.031	NA	<0.030	NA	0.094	0.28	<0.20	NA
Sulfates	250	125	NA	120	66	NA	NA	130	NA	160	130	190	NA
Dissolved Iron	0.3	0.15	NA	0.0033	0.0025	0.0014	NA	0.040	NA	0.0062	<0.001	<0.024	NA
Dissolved Manganese	0.05	0.025	NA	<u>0.250</u>	<u>0.053</u>	<u>0.053</u>	NA	<u>2.4</u>	NA	<u>0.760</u>	<u>0.099</u>	<u>0.210</u>	NA

NA = Not analyzed

NL = No established limit or standard

ES = Enforcement standard

PAL = Preventive action limit

¹ Only VOCs and PAHs that were detected are listed.

Bold type indicates concentrations that exceed the PAL.

Bold and underline type indicates concentrations that exceed the ES.

TABLE 2 (page 2 of 6)
ANALYTICAL RESULTS - GROUNDWATER
ROETTIGERS COMPANY, INC. - I94 AND K
FRANKSVILLE, WISCONSIN

Well Number	Regulatory Standards		MW-2	MW-2	MW-2 (Dup)	MW-2	MW-2	MW-2	MW-2	MW-2	MW-2	MW-2 (Dup)	MW-2	MW-2 (Dup)	MW-2	W-2 (Dup)	MW-2	
			2/14/96	2/17/98	2/17/98	5/13/98	9/15/98	3/24/99	6/30/99	9/15/99	12/7/99	12/7/99	3/28/00	3/28/00	6/22/00	6/22/00	10/1/02	
Parameter	ES	PAL	SI	Monitoring														
GROs (ppb)	NL	NL	<50	320	230	<20	340	100	<15	68	<59	<59	<59	<59	<50	<50	<50	
DROs (ppb)	NL	NL	1,400	180	NA	<86	<86	<51	<51	<51	NA	NA	NA	NA	NA	NA	NA	
Total Lead (ppb)	15	1.5	<2.0	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	
VOCs (ppb) ¹																		
Benzene	5.0	0.5	<0.6	4.5	5.7	20	15	<2.5	4.5	0.95	<2.0	<2.0	8.0	8.1	6.4	6.5	<2.5	
Ethylbenzene	700	140	<1.0	11	12	6.7	<3.9	<2.7	1.6	<0.54	<2.2	<2.2	<2.2	<2.2	<0.22	<0.22	<2.5	
Methyl-t-butyl ether	60	12	5.7	270	280	200	180	160	95	78	76	70	65	70	46	48	180	
Toluene	1,000	200	<1.0	<1.3	0.33	<3.6	<3.6	<2.6	1.1	<0.52	<2.1	<2.1	<2.1	<2.1	<0.20	<0.20	<2.6	
1,2,4-Trimethylbenzene	480	96	<1.0	<1.5	0.48	<4.7	<4.7	<2.8	<0.55	<0.55	<2.2	<2.2	<2.2	<2.2	<0.22	<0.22	<2.6	
1,3,5-Trimethylbenzene			<1.0	<1.0	<0.20	<4.4	<4.4	<2.6	<0.52	<0.52	<2.1	<2.1	<2.1	<2.1	<2.1	<0.29	<0.29	<2.7
Total Xylenes	10,000	1,000	<1.0	<1.3	<0.50	<11	<11	<5.1	1.1	<1.0	<4.1	11	<4.1	<4.1	<0.23	<0.23	<8.4	
PAHs (ppb) ¹																		
Fluoranthene	400	80	NA	0.040	NA	<0.034	<0.034	NA	NA	<0.034	NA	NA	NA	NA	NA	NA	<0.012	
Methyl-1-Naphthalene	NL	NL	NA	1.2	NA	<0.097	<0.097	NA	NA	<0.097	NA	NA	NA	NA	NA	NA	<0.020	
Methyl-2-Naphthalene	NL	NL	NA	0.42	NA	<0.066	<0.066	NA	NA	<0.066	NA	NA	NA	NA	NA	NA	<0.037	
Naphthalene	40	8.0	NA	4.4	NA	<0.034	<0.034	NA	NA	<0.034	NA	NA	NA	NA	NA	NA	<0.013	
Natural Attenuation Parameters (ppm)																		
Dissolved Oxygen	NL	NL	NA	0.86	NA	0.33	1.38	NA	0.49	0.35	0.61	NA	NA	NA	0.47	NA	NA	
Nitrates	10	2.0	NA	0.050	NA	0.069	<0.031	NA	<0.030	NA	<0.030	NA	<0.042	NA	<0.20	NA	NA	
Sulfates	250	125	NA	51	NA	29	NA	NA	120	NA	92	NA	94	NA	110	NA	NA	
Dissolved Iron	0.3	0.15	NA	0.26	NA	0.14	0.097	NA	0.0083	NA	0.0018	NA	0.001	NA	<0.024	NA	NA	
Dissolved Manganese	0.05	0.025	NA	1.60	NA	1.00	1.30	NA	1.00	NA	0.77	NA	0.54	NA	0.41	NA	NA	

NA = Not analyzed
 NL = No established limit or standard
 ES = Enforcement standard
 PAL = Preventive action limit
¹ Only VOCs and PAHs that were detected are listed.
 Bold type indicates concentrations that exceed the PAL.
 Bold and underline type indicates concentrations that exceed the ES.

TABLE 2 (page 3 of 6)
ANALYTICAL RESULTS - GROUNDWATER
ROETTIGERS COMPANY, INC. - I94 AND K
FRANKSVILLE, WISCONSIN

Well Number	Regulatory Standards		MW-3	MW-3	MW-3	MW-3 (Dup)	MW-3	MW-3	MW-3	MW-3 (Dup)	MW-3	MW-3 (Dup)	MW-3	MW-3	MW-3	MW-3	MW-3 (Dup)	
			2/14/96	2/17/98	5/13/98	5/13/98	9/15/98	3/24/99	6/30/99	6/30/99	9/15/99	9/15/99	12/7/99	3/28/00	6/20/00	10/1/02	10/1/02	
Parameter	ES	PAL	SI	Monitoring														
GROs (ppb)	NL	NL	70	260	<200	NA	<200	200	<15	210	160	170	<15	<15	65	NA	NA	
DROs (ppb)	NL	NL	190	180	<86	NA	<86	<51	<51	<51	<51	<51	NA	NA	NA	NA	NA	
Total Lead (ppb)	15	1.5	<2.0	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	
VOCs (ppb) ¹																		
Benzene	5.0	0.5	<0.6	<0.36	<3.5	<3.5	<3.5	<2.5	<0.50	<5.0	<0.50	<0.50	<5.0	<5.0	<0.13	<6.1	<6.1	
Ethylbenzene	700	140	<1.0	<0.26	<3.9	<3.9	<3.9	<2.7	<0.54	<5.4	<0.54	<0.54	<5.4	<5.4	<0.22	<6.3	<6.3	
Methyl-t-butyl ether	60	12	94	360	350	320	310	280	260	250	230	240	230	150	130	230	240	
Toluene	1,000	200	<1.0	<0.25	<3.6	<3.6	<3.6	<2.6	<0.52	<5.2	<0.52	<0.52	<5.2	<5.2	<0.20	<6.4	<6.4	
1,2,4-Trimethylbenzene	480	96	<1.0	<0.30	<4.7	<4.7	<4.7	<2.8	<0.55	<5.5	<0.55	<0.55	<5.5	<5.5	<0.22	<6.5	<6.5	
1,3,5-Trimethylbenzene			<1.0	<0.20	<4.4	<4.4	<4.4	<2.6	<0.52	<5.2	<0.52	<0.52	<5.2	<5.2	<0.29	<6.6	<6.6	
Total Xylenes	10,000	1,000	<1.0	<0.50	<11	<11	<11	<11	<5.1	<10	<10	<10	<10	<10	<0.23	<21.2	<21.2	
PAHs (ppb) ¹																		
Benzo (a) pyrene	0.2	0.02	NA	<0.16	<0.16	0.026	<0.16	NA	NA	NA	<0.16	<0.16	NA	NA	NA	<0.56	<0.56	
Benzo (k) fluoranthene	NL	NL	NA	<0.028	<0.028	0.030	<0.028	NA	NA	NA	<0.028	<0.028	NA	NA	NA	<0.018	<0.018	
Chrysene	0.2	0.02	NA	<0.023	<0.023	0.043	<0.023	NA	NA	NA	<0.023	<0.023	NA	NA	NA	<0.018	<0.018	
Fluoranthene	400	80	NA	0.042	0.10	0.064	<0.034	NA	NA	NA	<0.034	<0.034	NA	NA	NA	<0.012	<0.012	
Pyrene	250	50	NA	<0.025	0.097	0.064	<0.025	NA	NA	NA	<0.025	<0.025	NA	NA	NA	<0.013	<0.013	
Natural Attenuation Parameters (ppm)																		
Dissolved Oxygen	NL	NL	NA	0.87	0.40	NA	0.36	0.36	0.53	NA	0.45	NA	0.63	NA	0.51	NA	NA	
Nitrates	10	2.0	NA	<0.031	0.073	NA	0.037	NA	<0.030	NA	NA	NA	<0.03	<0.042	<0.20	NA	NA	
Sulfates	250	125	NA	28	29	NA	NA	NA	37	NA	NA	NA	48	43	51	NA	NA	
Dissolved Iron	0.3	0.15	NA	0.12	0.059	NA	0.0040	NA	0.017	NA	NA	NA	0.012	0.061	<0.024	NA	NA	
Dissolved Manganese	0.05	0.025	NA	1.60	1.00	NA	0.940	NA	0.520	NA	NA	NA	0.59	1.2	0.86	NA	NA	

NA = Not analyzed
 NL = No established limit or standard
 ES = Enforcement standard
 PAL = Preventive action limit

¹ Only VOCs and PAHs that were detected are listed.
 Bold type indicates concentrations that exceed the PAL.
 Bold and underline type indicates concentrations that exceed the ES.

TABLE 2 (page 4 of 6)
ANALYTICAL RESULTS - GROUNDWATER
ROETTIGERS COMPANY, INC. - I94 AND K
FRANKSVILLE, WISCONSIN

Well Number	Regulatory Standards		MW-4	MW-4	MW-4	MW-4	MW-4	MW-4	MW-4	MW-4	MW-4	MW-4	
			2/14/96	2/17/98	5/13/98	3/24/99	6/30/99	9/15/99	12/7/99	3/28/00	6/20/00	10/1/02	
Date	ES	PAL	SI	Monitoring									
GROs (ppb)	NL	NL	<50	16	34	<15	<15	<15	<15	<15	<15	<50	NA
DROs (ppb)	NL	NL	NA	110	<86	NA	<51	<51	NA	NA	NA	NA	NA
Total Lead (ppb)	15	1.5	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
VOCs (ppb)¹													
Benzene	5.0	0.5	<0.6	<0.36	<0.35	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.13	<0.61
Ethylbenzene	700	140	<1.0	<0.26	<0.39	<0.54	<0.54	<0.54	<0.54	<0.54	<0.54	<0.22	<0.63
Methyl-t-butyl ether	60	12	<1.0	2.9	1.3	2.1	2.5	2.1	0.62	<0.47	1.0	2.1	
Toluene	1,000	200	1.2	<0.25	<0.36	<0.52	<0.52	<0.52	<0.52	<0.52	<0.52	<0.20	<0.64
1,2,4-Trimethylbenzene	480	96	<1.0	<0.30	0.58	<0.55	<0.55	<0.55	<0.55	<0.55	<0.55	<0.22	<0.22
1,3,5-Trimethylbenzene			<1.0	<0.20	<0.44	<0.52	<0.52	<0.52	<0.52	<0.52	<0.52	<0.29	<0.66
Total Xylenes	10,000	1,000	<1.0	<0.50	<1.1	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<0.23	<0.65
PAHs (ppb)¹													
Benzo (a) anthracene	NL	NL	NA	0.058	<0.042	NA	NA	<0.042	NA	NA	NA	NA	<0.019
Benzo (a) pyrene	0.2	0.02	NA	0.081	<0.016	NA	NA	<0.016	NA	NA	NA	NA	<0.018
Benzo (b) fluoranthene	0.2	0.02	NA	0.083	<0.023	NA	NA	<0.023	NA	NA	NA	NA	<0.020
Benzo (g,h,i) perylene	NL	NL	NA	0.092	<0.031	NA	NA	<0.031	NA	NA	NA	NA	<0.068
Chrysene	0.2	0.02	NA	0.11	<0.023	NA	NA	<0.023	NA	NA	NA	NA	<0.059
Fluoranthene	400	80	NA	0.22	0.044	NA	NA	<0.034	NA	NA	NA	NA	<0.012
Indeno (1,2,3-cd) pyrene	NL	NL	NA	0.15	<0.090	NA	NA	<0.090	NA	NA	NA	NA	<0.022
Pyrene	250	50	NA	0.18	<0.025	NA	NA	<0.025	NA	NA	NA	NA	<0.013
Natural Attenuation Parameters (ppm)													
Dissolved Oxygen	NL	NL	NA	0.70	0.31	1.68	0.41	0.55	0.80	NA	0.67	NA	
Nitrates	10	2.0	NA	0.037	0.076	NA	<0.030	NA	0.033	<0.042	<0.20	NA	
Sulfates	250	125	NA	98	75	NA	100	NA	140	120	150	NA	
Dissolved Iron	0.3	0.15	NA	0.014	<0.001	NA	0.0048	NA	0.0043	0.0038	<0.024	NA	
Dissolved Manganese	0.05	0.025	NA	<u>0.460</u>	<u>0.260</u>	NA	<u>0.096</u>	NA	<u>0.069</u>	<u>0.24</u>	<u>0.13</u>	NA	

NA = Not analyzed

NL = No established limit or standard

ES = Enforcement standard

PAL = Preventive action limit

¹ Only VOCs and PAHs that were detected are listed.

Bold type indicates concentrations exceed the PAL.

Bold and underlined type indicates concentrations that exceed the ES.

TABLE 2 (page 5 of 6)
ANALYTICAL RESULTS - GROUNDWATER
ROETTIGERS COMPANY, INC. - I94 AND K
FRANKSVILLE, WISCONSIN

Well Number	Regulatory Standards		MW-5	MW-5	MW-5	MW-5	MW-5	MW-5	MW-5	MW-5	MW-5	MW-5	MW-5
Date			4/2/97	2/17/98	5/13/98	9/15/98	3/24/99	6/30/99	9/15/99	12/7/99	3/28/00	6/20/00	10/1/02
Parameter	ES	PAL	SI	Monitoring									
GROs (ppb)	NL	NL	<50	24	<20	24	28	<15	<15	<15	<15	<50	NA
DROs (ppb)	NL	NL	160	120	<86	96	<51	<51	<51	NA	NA	NA	NA
Total Lead (ppb)	15	1.5	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
VOCs (ppb)¹													
Benzene	5.0	0.5	<0.50	<0.36	<0.35	<0.35	<0.50	<0.50	<0.50	<0.50	<0.50	<0.13	<0.61
Ethylbenzene	700	140	<0.50	<0.26	<0.39	<0.39	<0.54	<0.54	<0.54	<0.54	<0.54	<0.22	<0.63
Methyl-t-butyl ether	60	12	4.5	34	28	28	37	31	5.0	6.7	11	22	<0.62
Toluene	1,000	200	<0.50	<0.25	1.0	<0.36	<0.52	<0.52	<0.52	<0.52	<0.52	<0.20	<0.64
1,2,4-Trimethylbenzene	480	96	<1.0	<0.30	<0.47	<0.47	<0.55	<0.55	<0.55	<0.55	<0.55	<0.22	<0.65
1,3,5-Trimethylbenzene			<1.0	<0.20	<0.44	<0.44	<0.52	<0.52	<0.52	<1.0	<1.0	<0.29	<0.66
Total Xylenes	10,000	1,000	<1.0	<0.50	<1.1	<1.1	<1.0	<1.0	<1.0	<1.0	<1.0	<0.23	<2.12
PAHs (ppb)¹													
Anthracene	3,000	600	NA	0.053	<0.023	<0.023	NA	NA	<0.023	NA	NA	NA	<0.026
Benzo (a) anthracene	NL	NL	NA	0.17	<0.042	0.051	NA	NA	<0.042	NA	NA	NA	<0.019
Benzo (a) pyrene	0.2	0.02	NA	0.18	<0.016	0.056	NA	NA	<0.016	NA	NA	NA	<0.018
Benzo (b) fluoranthene	0.2	0.02	NA	0.28	<0.023	0.094	NA	NA	<0.023	NA	NA	NA	<0.020
Benzo (k) fluoranthene	NL	NL	NA	0.11	<0.028	0.040	NA	NA	<0.028	NA	NA	NA	<0.018
Benzo (g,h,l) perylene	NL	NL	NA	0.23	<0.031	<0.031	NA	NA	<0.031	NA	NA	NA	<0.021
Chrysene	0.2	0.02	NA	0.28	<0.023	0.054	NA	NA	<0.023	NA	NA	NA	<0.018
Dibenzo (a,h) anthracene	NL	NL	NA	0.11	<0.022	<0.022	NA	NA	<0.022	NA	NA	NA	<0.051
Fluoranthene	400	80	NA	0.70	0.044	0.064	NA	NA	<0.034	NA	NA	NA	<0.012
Indeno (1,2,3-cd) pyrene	NL	NL	NA	0.49	<0.090	<0.090	NA	NA	<0.090	NA	NA	NA	<0.022
Phenanthrene	NL	NL	NA	0.32	<0.066	<0.066	NA	NA	<0.066	NA	NA	NA	<0.030
Pyrene	250	50	NA	0.47	<0.025	0.062	NA	NA	<0.025	NA	NA	NA	<0.013
Natural Attenuation Parameters (ppm)													
Dissolved Oxygen	NL	NL	NA	1.09	0.40	7.47	NA	0.90	0.50	1.20	NA	1.91	NA
Nitrates	10	2.0	NA	0.073	<0.031	0.067	NA	<0.030	NA	0.043	<0.042	<0.20	NA
Sulfates	250	125	NA	40	40	NA	NA	43	NA	48	50	63	NA
Dissolved Iron	0.3	0.15	NA	0.0055	0.0032	0.0034	NA	0.004	NA	0.0011	0.0022	<0.024	NA
Dissolved Manganese	0.05	0.025	NA	0.120	0.032	0.080	NA	0.0045	NA	0.0023	0.0022	0.0088	NA

NA = Not analyzed

NL = No established limit or standard

ES = Enforcement standard

PAL = Preventive action limit

¹ Only VOCs and PAHs that were detected are listed.

Bold type indicates concentrations that exceed the PAL.

Bold and underline type indicates concentrations that exceed the ES.

TABLE 2 (page 6 of 6)
ANALYTICAL RESULTS - GROUNDWATER
ROETTIGERS COMPANY, INC. - I94 AND K
FRANKSVILLE, WISCONSIN

Well Number	Regulatory Standards		MW-6	MW-6	MW-6	MW-6	MW-6	MW-6	MW-6	MW-6	MW-6	MW-6	MW-6	PW
Date			4/2/97	2/17/98	5/13/98	9/15/98	3/24/99	6/30/99	9/15/99	12/7/99	3/28/00	6/20/00	10/1/02	6/20/00
Parameter	ES	PAL	SI	Monitoring										
GROs (ppb)	NL	NL	<50	16	<20	<20	<15	<15	<15	<15	<15	<50	NA	<50
DROs (ppb)	NL	NL	150	86	<86	<86	<51	<51	<51	NA	NA	NA	NA	NA
Total Lead (ppb)	15	1.5	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
VOCs (ppb) ¹														
Benzene	5.0	0.5	<0.50	<0.36	<0.35	<0.35	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.13	<0.61
Ethylbenzene	700	140	<0.50	<0.26	<0.39	<0.39	<0.54	<0.54	<0.54	<0.54	<0.54	<0.54	<0.22	<0.63
Methyl-t-butyl ether	60	12	<0.20	2.4	2.3	1.9	3.6	3.6	2.6	1.7	4.2	4.1	5.2	<0.16
Toluene	1,000	200	<0.50	<0.25	<0.36	<0.36	<0.52	<0.52	<0.52	<0.52	<0.52	<0.52	<0.20	<0.64
1,2,4-Trimethylbenzene	480	96	<1.0	<0.30	<0.47	<0.47	<0.55	<0.55	<0.55	<0.55	<0.55	<0.55	<0.22	<0.65
1,3,5-Trimethylbenzene			<1.0	<0.20	<0.44	<0.44	<0.52	<0.52	<0.52	<1.0	<1.0	<1.0	<0.29	<0.66
Total Xylenes	10,000	1,000	<1.0	<0.50	<1.1	<1.1	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<0.23	<2.12
PAHs (ppb) ¹														
Benzo (a) anthracene	NL	NL	NA	0.047	<0.042	<0.042	NA	NA	<0.042	NA	NA	NA	<0.019	NA
Benzo (a) pyrene	0.2	0.02	NA	0.057	<0.016	<0.016	NA	NA	<0.016	NA	NA	NA	<0.018	NA
Chrysene	0.2	0.02	NA	0.050	<0.023	<0.023	NA	NA	<0.023	NA	NA	NA	<0.018	NA
Fluoranthene	400	80	NA	0.11	0.036	<0.034	NA	NA	<0.034	NA	NA	NA	<0.012	NA
Pyrene	250	50	NA	0.084	<0.025	<0.025	NA	NA	<0.025	NA	NA	NA	<0.013	NA
Natural Attenuation Parameters (ppm)														
Dissolved Oxygen	NL	NL	NA	0.95	0.53	0.69	NA	0.65	1.37	2.48	NA	0.34	NA	NA
Nitrates	10	2.0	NA	0.062	0.075	0.035	NA	<0.030	NA	0.042	<0.042	<0.20	NA	NA
Sulfates	250	125	NA	3,000	930	NA	NA	840	NA	960	880	870	NA	NA
Dissolved Iron	0.3	0.15	NA	0.0043	0.010	0.025	NA	<0.001	NA	<0.0010	0.068	<0.024	NA	NA
Dissolved Manganese	0.05	0.025	NA	0.460	0.400	0.390	NA	0.38	NA	0.10	1.00	0.28	NA	NA

NA = Not analyzed

NL = No established limit or standard

ES = Enforcement standard

PAL = Preventive action limit

¹ Only VOCs and PAHs that were detected are listed.

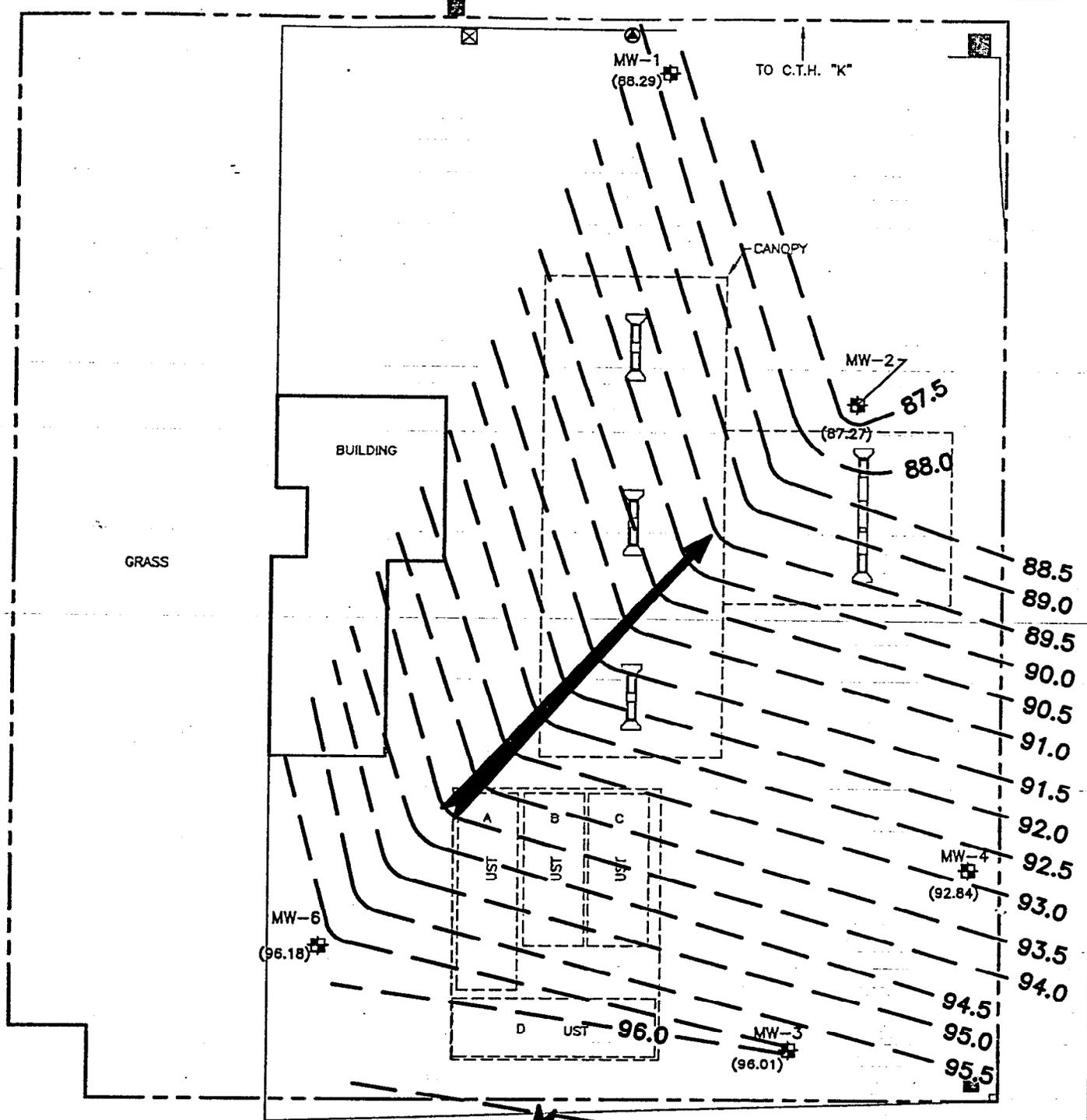
Bold type indicates concentrations that exceed the PAL.

Bold and underline type indicates concentrations that exceed the ES.

TABLE 1
GROUNDWATER ELEVATIONS
ROETTIGERS I-94 AND K PROPERTY
FRANKSVILLE, WISCONSIN

		<u>Depth to Groundwater from PVC Elevation</u>							
<u>Well Number</u>	<u>PVC Elevation</u>	<u>9/15/98</u>	<u>3/24/99</u>	<u>6/30/99</u>	<u>9/15/99</u>	<u>12/7/99</u>	<u>3/28/00</u>	<u>6/20/00</u>	<u>10/1/02</u>
MW-1	98.36	3.62	2.91	2.57	3.84	10.36	3.38	10.07	3.27
MW-2	98.65	8.26	8.40	10.79	9.62	9.50	10.48	11.38	5.31
MW-3	99.55	5.27	4.40	3.98	5.07	6.57	3.69	3.54	4.72
MW-4	98.67	4.80	6.73	5.07	6.31	9.85	8.38	5.83	4.33
MW-5	98.43	6.24	7.21	8.31	8.20	8.01	6.80	3.75	4.75
MW-6	100.38	5.28	4.42	4.68	5.70	6.18	5.00	4.20	5.53

		<u>Groundwater Elevation</u>							
<u>Well Number</u>		<u>9/15/98</u>	<u>3/24/99</u>	<u>6/30/99</u>	<u>9/15/99</u>	<u>12/7/99</u>	<u>3/28/00</u>	<u>6/20/00</u>	<u>10/1/02</u>
MW-1		94.74	95.45	95.79	94.52	88.00	94.98	88.29	95.09
MW-2		90.39	90.25	87.86	89.03	89.15	88.17	87.27	93.34
MW-3		94.28	95.15	95.57	94.48	92.98	95.86	96.01	94.83
MW-4		93.87	91.94	93.60	92.36	88.82	90.29	92.84	94.34
MW-5		92.19	91.22	90.12	90.23	90.42	91.63	94.68	93.68
MW-6		95.10	95.96	95.70	94.68	94.20	95.38	96.18	94.85



LEGEND

- APPROXIMATE PROPERTY BOUNDARY
- ⊗ TELEPHONE UTILITY BOX
- ⊙ PRIVATE DRINKING WELL
- ⊕ PUMP ISLAND
- CONCRETE BASE
- G UNDERGROUND GAS LINE
- (87.27) MEASURED GROUNDWATER ELEVATION, in ft.
- ➔ ESTIMATED GROUNDWATER FLOW DIRECTION

PROJ# 95028001-A3D
 DATE: 5/08/02
 DRAWN BY: CCM
 APPROVED BY:

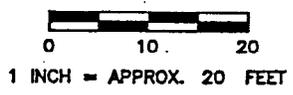
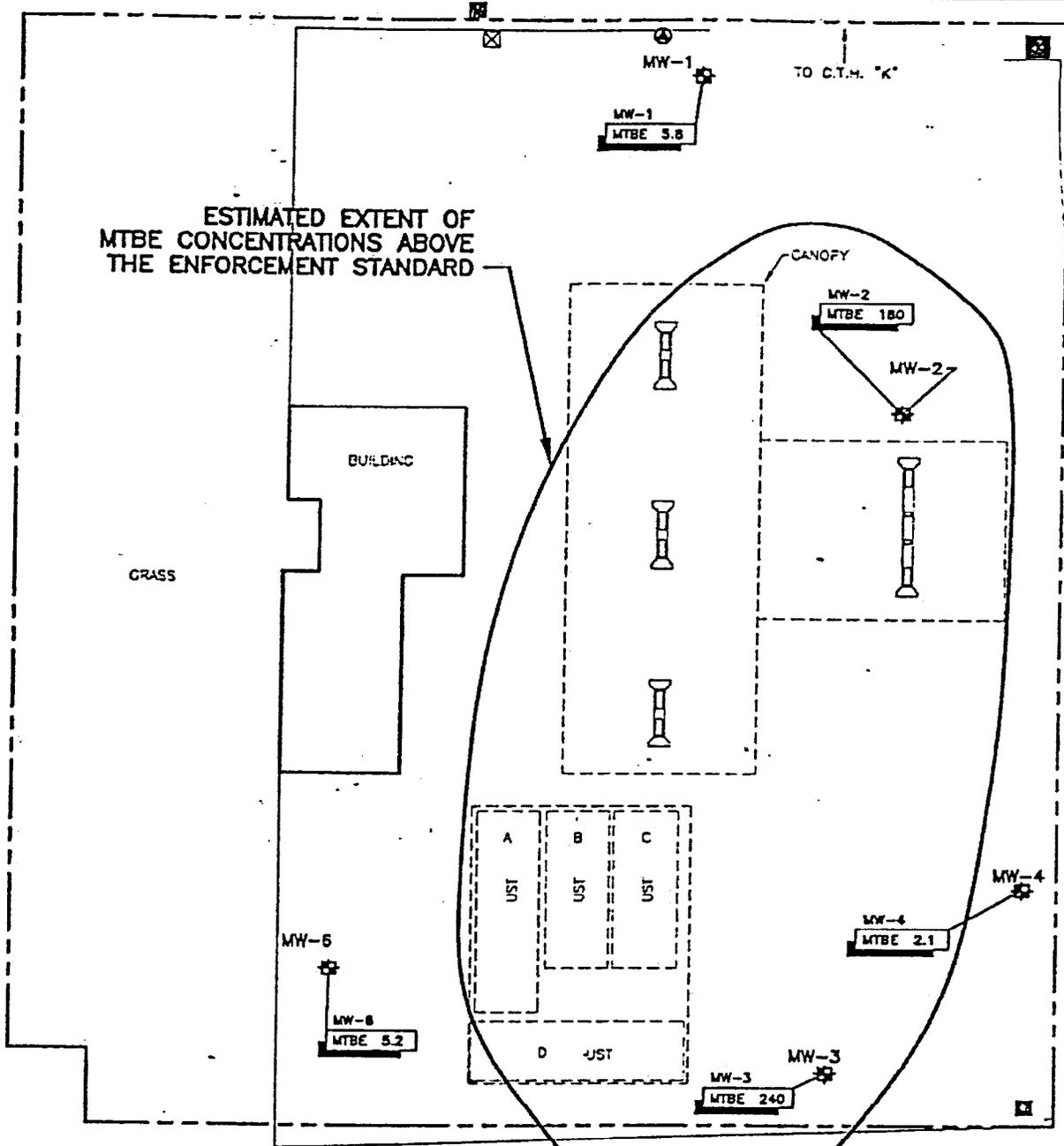


FIGURE B-9C
 GROUNDWATER ELEVATIONS
 APRIL 20, 2000
 194 & K SELF SERVE
 FRANKSVILLE, WISCONSIN

ADVENT
 ENVIRONMENTAL SERVICES, INC.

ESTIMATED EXTENT OF
MTBE CONCENTRATIONS ABOVE
THE ENFORCEMENT STANDARD



LEGEND

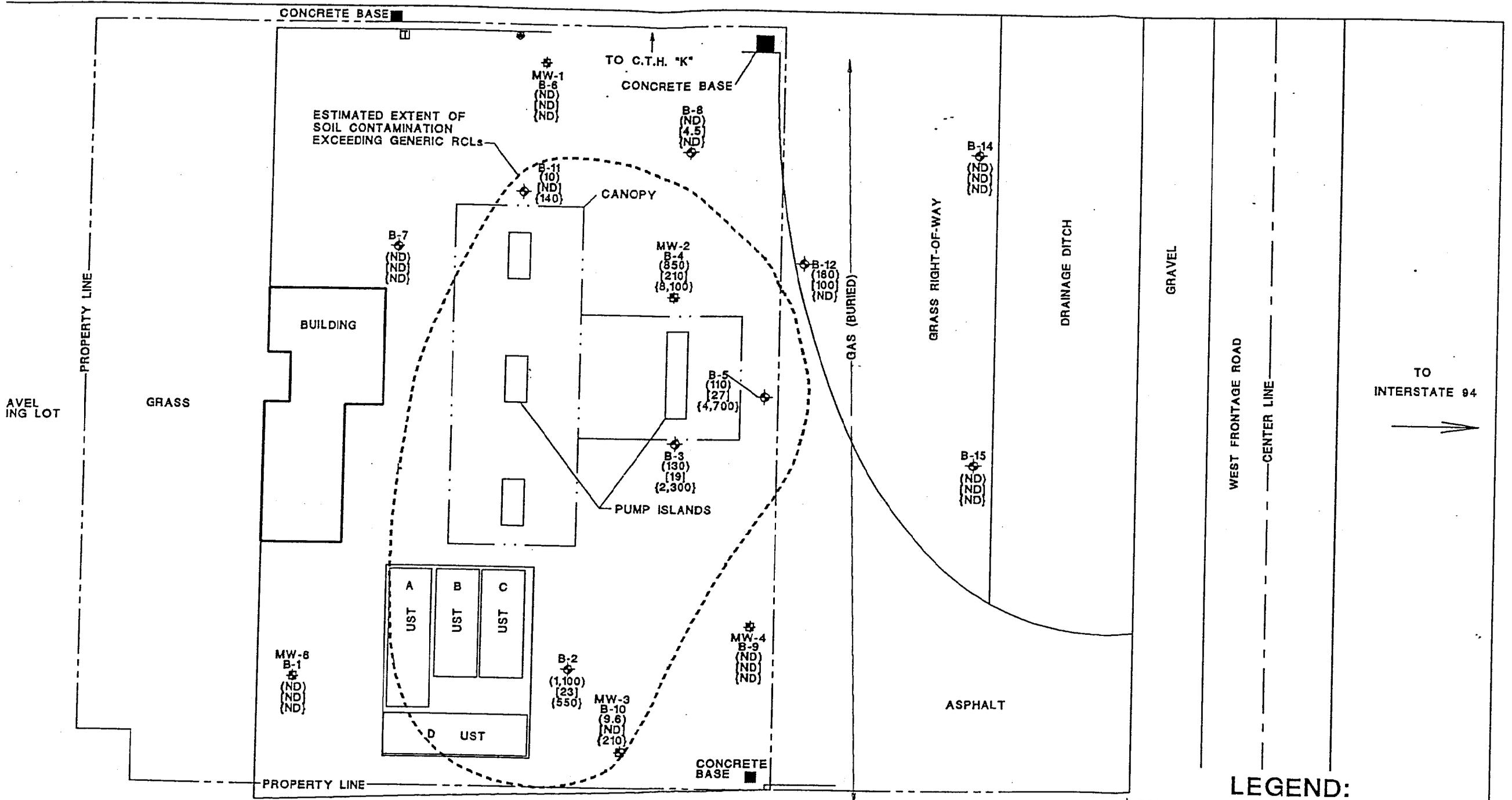
- APPROXIMATE PROPERTY BOUNDARY
- ☒ TELEPHONE UTILITY BOX
- ⊕ PRIVATE DRINKING WELL
- ⊖ PUMP ISLAND
- ☐ CONCRETE BASE
- G- UNDERGROUND GAS LINE
- MTBE METHYL TERT-BUTYL ETHER, in parts per billion

PROJ# 95028001-A3F
DATE: 10/22/02
DRAWN BY: CCM
APPROVED BY:



FIGURE 3
ESTIMATED EXTENT OF
GROUNDWATER CONTAMINATION
194 & K SELF SERVE
FRANKSVILLE, WISCONSIN

ADVENT
ENVIRONMENTAL SERVICES, INC.



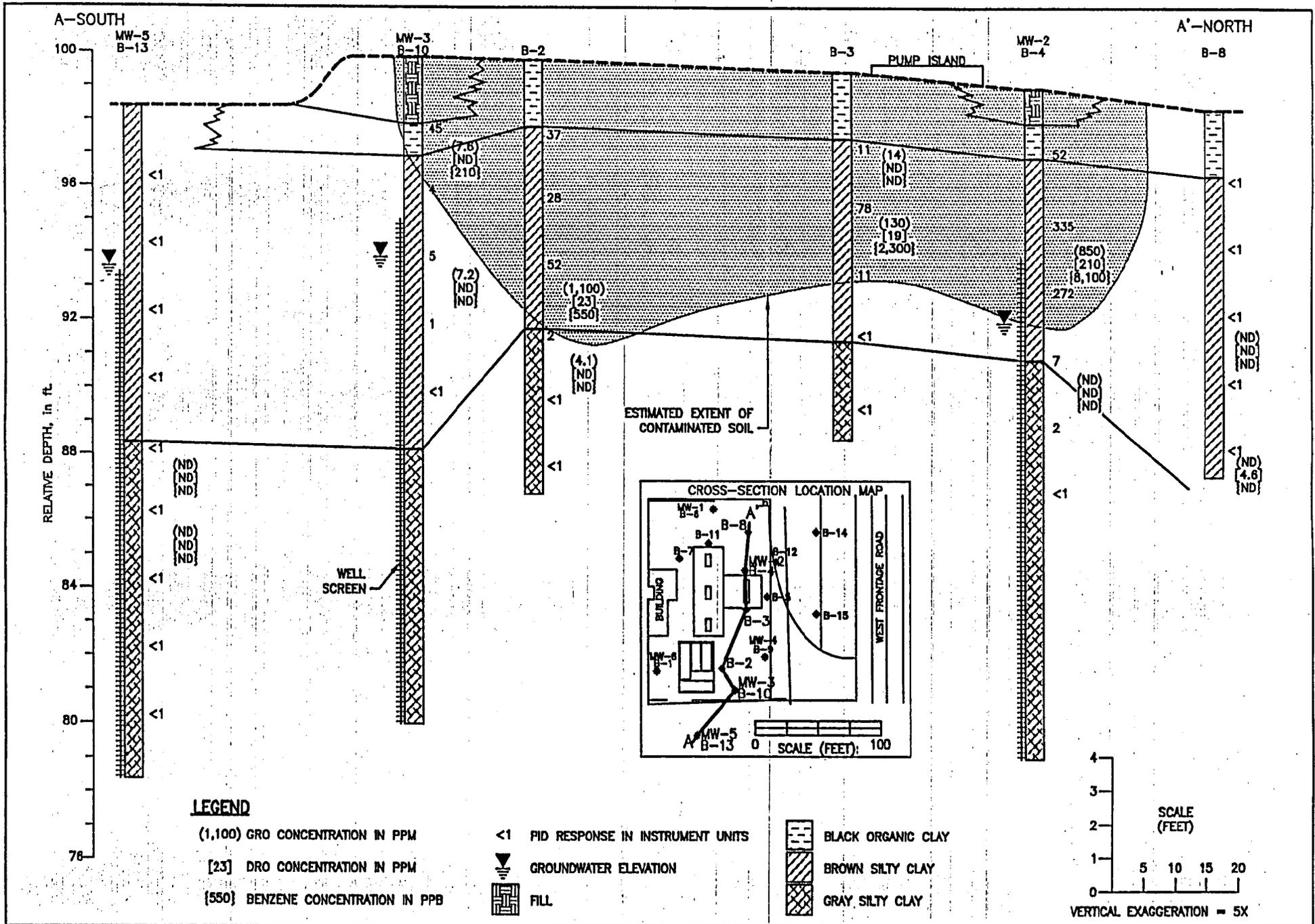
UST I.D.	UST SIZE (GALLONS)	UST CONTENTS
A	10,000	GASOLINE
B	8,000	GASOLINE
C	8,000	GASOLINE
D	8,000	GASOLINE

LEGEND:

B-1-⊕ SOIL BORING LOCATION AND NUMBER
 MW-1-⊕ MONITORING WELL LOCATION AND NUMBER
 (10) GRO CONCENTRATION IN PPM (ND=NOT DETECTED)
 [27] DRO CONCENTRATION IN PPM (NA=NOT ANALYZED)
 {4,700} BENZENE CONCENTRATION IN PPM

A&W RESTAURANT PROPERTY

TO INTERSTATE 94



DRAWN BY: CCM
APPROVED BY:

DATE: 5/02/02
PROJ# 95028002-A1

FIGURE B-5A
SOUTH TO NORTH
CROSS-SECTION A - A'
194 & K SELF SERVE
FRANKSVILLE, WISCONSIN

ADVENT
ENVIRONMENTAL SERVICES, INC.

Jeff Tracy

From: TeBeest, Sharlene [sharlene.tebeest@dot.state.wi.us]
Sent: Wednesday, April 23, 2003 8:55 AM
To: Jeff Tracy
Subject: RE: Notification of Contamination within Right of Way

Thank you Jeff,
I've received your notification for the Roettgers property.

Shar

Shar Te Beest
Hazardous Materials Specialist
Wisconsin Department of Transportation
Bureau of Environment
Phone (608) 266-1476; Fax (608) 266-7818
e-mail: sharlene.tebeest@dot.state.wi.us

-----Original Message-----

From: Jeff Tracy [mailto:JeffT@ADVENTenviro.com]
Sent: Tuesday, April 22, 2003 11:10 AM
To: 'sharlene.tebeest@dot.state.wi.us'
Subject: Notification of Contamination within Right of Way

County: Racine
Highway: West Frontage Road along Interstate 94
Site Name: Roettgers - I94 and Hwy. K Property
Site Address: 2803 County Highway K, Town of Raymond, Wisconsin
BRRTS No.: 03-41-201094
PECFA No.: 53126-9547-03
WDNR FID No.: 252093380
Owner's Name: Roettgers Company, Inc.
Owner's Address: 5169 North 37th Street, Milwaukee, WI 53209
Consulting Firm: Advent Environmental Services, Inc.
Consultant Contact: Jeff Tracy
Consultant Address: PO Box 277, Mequon, WI 53092
Consultant Phone: (414) 371-5020
Consultant Fax: (414) 371-5021
Consultant E-Mail: jefft@adventenviro.com
Soil Contamination (Y/N): Yes
Depth to Contaminated Soil: Approximately 1 to 2 feet
Vertical Extent of Contaminated Soil: From 1 foot to 9 feet below
ground
surface
Groundwater Contamination (Y/N): Possible
Depth to Water Table: 3 to 5 feet
Description of the Types of Contamination Present:
Methyl-tert-butyl-ether
in the groundwater, petroleum related compounds in soil.
Brief Summary of Cleanup Activity: Groundwater monitoring for natural
attenuation. The monitoring results confirm that natural attenuation is
an
effective remedial method.

ATTACHMENTS

Current Plume Map for Groundwater Contamination - File Name:
03-41-201094_GW.doc or 03-41-201094_GW.jpg
Current Plume Map for Soil Contamination - File Name:
03-41-201094_Soil.doc
or 03-41-201094_Soil.jpg