

## GIS REGISTRY INFORMATION

<b>SITE NAME:</b>	Dave's Pizzeria Plus			<b>FID #</b>	
<b>BRRTS #:</b>	03-52-547844			<b>(if appropriate):</b>	
<b>COMMERCE #:</b>	53402-3024-50-A				
<b>CLOSURE DATE:</b>	January 25, 2008				
<b>STREET ADDRESS:</b>	550 Three Mile Rd				
<b>CITY:</b>	Racine				
<b>SOURCE PROPERTY GPS COORDINATES</b> (meters in WTM91 projection):	<b>X =</b>		<b>Y =</b>		
<b>CONTAMINATED MEDIA:</b>	Groundwater	<input checked="" type="checkbox"/>	Soil	<input checked="" type="checkbox"/>	Both <input checked="" type="checkbox"/>
<b>OFF-SOURCE GW CONTAMINATION &gt;ES:</b>		Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
• <b>IF YES, STREET ADDRESS:</b>					
• <b>GPS COORDINATES</b> (meters in WTM91 projection):	<b>X =</b>	701097	<b>Y =</b>	257692	
<b>OFF-SOURCE SOIL CONTAMINATION</b> >Generic or Site-Specific RCL (SSRCL):	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	
• <b>IF YES, STREET ADDRESS 1:</b>					
• <b>GPS COORDINATES</b> (meters in WTM91 projection):	<b>X =</b>		<b>Y =</b>		
<b>CONTAMINATION IN RIGHT OF WAY:</b>	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	
<b><u>DOCUMENTS NEEDED</u></b>					
Closure Letter, and any conditional closure letter issued or denial letter issued					<input checked="" type="checkbox"/>
Copy of any maintenance plan referenced in the final closure letter					<input type="checkbox"/>
Copy of (soil or land use) deed notice <i>if any required as a condition of closure</i>					<input 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 ( <i>if referenced in the legal description</i> ) for all affected properties					<input checked="" type="checkbox"/>
County Parcel ID number, <i>if used for county</i> , for all affected properties					<input checked="" type="checkbox"/>
Location Map that outlines all properties within contaminated site boundaries on USGS topographic map or plat map in sufficient detail to permit the parcels to be located easily. If groundwater standards are exceeded, the map must also include the location of all municipal and potable wells within 1200' of the site.					<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. 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), <i>if required for site investigation (SI)</i> . The isoconcentration map should have flow direction and extent of groundwater contamination defined. <i>If not available, include the latest extent of contaminant plume map.</i>					<input checked="" type="checkbox"/>
GW: Table of water level elevations, with sampling dates, and free product noted if present					<input 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 type="checkbox"/>
SOIL: Latest horizontal extent of contamination exceeding generic or SSRCLs, with one contour					<input checked="" type="checkbox"/>
Geologic cross-sections, <i>if required for SI</i>					<input 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 type="checkbox"/>
Letter informing ROW owner of residual contamination (if applicable) (public, highway or railroad ROW)					<input type="checkbox"/>



January 29, 2008

Mr. Gurcharan Kapoor  
8401 Kingsway Lane  
Sturtevant, WI 53177-2987

RE: **Final Closure**

**Commerce # 53402-3024-50-A** DNR BRRTS # 03-52-547844  
Dave's Pizzeria Plus, 550 Three Mile Rd, Racine

Dear Mr. Kapoor:

The Wisconsin Department of Commerce (Commerce) has reviewed the request for case closure prepared by your consultant, Environmental Audits Inc, for the site referenced above. Commerce has determined that this site does not pose a significant threat to the environment and human health. No further investigation or remedial action is necessary.

This case is now listed as "closed" on the Commerce database and will be included on the Department of Natural Resources (DNR) Geographic Information System (GIS) Registry of Closed Remediation Sites to address residual contamination. Timely filing of your final PECFA claim (if applicable) is encouraged. If your PECFA claim is not received within 120 days of the date of this letter, interest costs incurred after 60 days of the date of this letter will not be eligible for PECFA reimbursement.

It is in your best interest to keep all documentation related to the environmental activities at your site. 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 protect Wisconsin's environment. If you have any questions, please contact me in writing at the letterhead address or by telephone at (608) 261-8509.

Sincerely,

A handwritten signature in black ink that reads "Andrew Alles". The signature is fluid and cursive, written over a white background.

Andrew Alles,  
Senior Hydrogeologist  
Site Review Section

cc: Mr. Van Bree, Co-Site Owner  
Mr. Ed Raymond, Environmental Audits Inc  
Case File



ENVIRONMENTAL & REGULATORY SERVICES DIVISION  
BUREAU OF PECFA  
P.O. Box 8044  
Madison, Wisconsin 53708-8044  
TDD #: (608) 264-8777  
Fax #: (608) 267-1381  
Jim Doyle, Governor  
Jack L. Fischer, A.I.A., Secretary

December 4, 2007

Mr. Gurcharan Kapoor  
8401 Kingsway Lane  
Sturtevant, WI 53177-2987

RE: **Conditional Case Closure**

**Commerce # 53402-3024-50-A DNR BRRTS # 03-52-547844**  
Dave's Pizzeria Plus, 550 Three Mile Rd, Racine

Dear Mr. Kapoor:

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

During the final groundwater sampling event conducted on June 10, 2007, the preventive action limit (PAL) for Lead was exceeded at monitoring well MW-3, at 3.80 parts per billion. Commerce is issuing a PAL exemption, per NR 140.28(2), Wis. Adm. Code, for Lead at the referenced property.

**The following condition must be satisfied to obtain final closure:**

- Monitoring well abandonment forms for MW-1, MW-2, and MW-3 to my attention at the above letter head address.

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

Thank you for your efforts to protect Wisconsin's environment. If you have any questions, please contact me in writing at the letterhead address or by telephone at (608) 261-8509.

Sincerely,

A handwritten signature in black ink that reads "Andrew Alles".

Andrew Alles,  
Senior Hydrogeologist  
Site Review Section

cc: Mr. Van Bree, Co-site owner  
Mr. Ed Raymond, Environmental Audits, Inc  
Case File

DOCUMENT NO.  
1107802

STATE BAR OF WISCONSIN - FORM 1  
WARRANTY DEED  
THIS SPACE RESERVED FOR RECORDING DATA

THIS DEED, made between  
Louis J. Ferraro and  
Patricia M. Ferraro, his wife,  
Grantor  
and Joseph VanBree and Kathy VanBree,  
husband and wife,  
Grantee

Register's Office } SS  
Racine County, Wis. }  
Received for Record 14th day of  
June A.D. 1982 at 10:47  
o'clock A.M. and recorded in Volume 1649  
of Records on page 987

*Helen M. Schuttin*  
Register of Deeds

400  
RETURN TO  
Heritage Bank & Trust  
P. O. Box 1817  
Racine, WI 53401

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

Tax Key No. 5955-1

That part of the South West One-quarter  
(1/4) of the South East One-quarter (1/4) of  
Section Twenty-eight (28), Township Four  
(4) North, Range Twenty-three (23) East,  
bounded and described as follows: Commencing at  
the South West corner of said 1/4 Section; thence  
Northerly along the West line of said 1/4 Section  
190.00 feet; thence Easterly and parallel to the  
South line of said 1/4 Section 180.00 feet; thence  
Southerly and parallel to the West line of said 1/4  
Section 190.00 feet to the South line of said  
1/4 Section; thence Westerly along the South line  
of said 1/4 Section 180.00 feet to the point of  
beginning excepting the Westerly 45.00 feet and the  
Southerly 55.00 feet for street purposes. Said land  
being in the City of Racine, County of Racine,  
State of Wisconsin.

Wisconsin Real Estate Transfer Tax \$ 285.00  
This is not homestead property.  
(is) (is not)

Together with all and singular the hereditaments and appurtenances therunto belonging,  
And Louis J. Ferraro and Patricia M. Ferraro, his wife,  
warrants that the title is good, indefeasible in fee simple and free and clear of encumbrances except

and will warrant and defend the same.

Dated this 11th day of June, 19 82.

\_\_\_\_\_(SEAL)  
\*  
\_\_\_\_\_(SEAL)  
\*  
\_\_\_\_\_

*Louis J. Ferraro* (SEAL)  
\* Louis J. Ferraro  
*Patricia M. Ferraro* (SEAL)  
\* Patricia M. Ferraro

AUTHENTICATION  
Signatures authenticated this 11th day of  
June, 19 82  
*John V. Whaley*  
\* John V. Whaley  
TITLE MEMBER STATE BAR OF WISCONSIN  
Notary Public  
authorized by § 706.06, Wis. Stats.)  
RAC-2054  
This instrument was drafted by  
John V. Whaley

ACKNOWLEDGMENT  
STATE OF WISCONSIN } ss.  
\_\_\_\_\_  
County, }  
Personally came before me, this \_\_\_\_\_ day of  
\_\_\_\_\_, the above named \_\_\_\_\_  
\_\_\_\_\_  
to me known to be the person who executed the fore-  
going instrument and acknowledged the same.

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

\*  
Notary Public \_\_\_\_\_ County, Wis.  
My Commission is permanent. (If not, state expiration  
date: \_\_\_\_\_, 19\_\_\_\_.)

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

1649 PAGE 987

0000949

State Bar of Wisconsin Form 11-2003  
**LAND CONTRACT**  
(TO BE USED FOR NON-CONSUMER ACT TRANSACTIONS)

DOC # 2029329  
Recorded  
MAY 18, 2005 AT 06:01PM

Document Number

Document Name

CONTRACT, by and between Joseph B. Van Bree a/k/a Joseph N. Van Bree and Kathy Van Bree a/k/a Kathleen K. Van Bree, husband and wife  
("Vendor," whether one or more), and G K Paramount, 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 real estate, together with the rents, profits, fixtures and other appurtenant interests ("Property"), in Racine County, State of Wisconsin:

That part of the South West One-quarter (1/4) of the South East One-quarter (1/4) of Section Twenty-Eight (28), Township Four (4) North, Range Twenty-three (23) East, bounded and described as follows: Commencing at the South West corner of said 1/4 Section; thence Northerly along the West line of said 1/4 Section 190.00 feet; thence Easterly and parallel to the South line of said 1/4 Section 180.00 feet; thence Southerly and parallel to the West line of said 1/4 Section 190.00 feet to the South line of said 1/4 Section; thence Westerly along the South line of said 1/4 Section 180.00 feet to the point of beginning excepting the Westerly 45.00 feet and the Southerly 55.00 feet for street purposes. Said land being in the City of Racine, County of Racine, State of Wisconsin.

Purchaser agrees to purchase the Property and to pay to Vendor at PO Box 081788, Racine, WI 53408

the sum of \$ 150,000.00 in the following manner:

- (a) \$ 30,000.00 at the execution of this Contract; and
- (b) the balance of \$ 120,000.00, together with interest from the date hereof on the balance outstanding from time to time at the rate of 6 % per annum until paid in full as follows:

Purchaser shall pay the balance in equal monthly installments amortized over ten (10) years in 120 equal monthly installments of principal and interest in the amount of \$1,332.25 commencing June 16, 2005 on the 16th day of each successive month thereafter.

provided the entire outstanding balance shall be paid in full on or before June 16, 2015 ("Maturity Date"). Payments shall be applied first to interest on the unpaid balance at the rate specified and then to principal.

**CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NO OPTION IS CHOSEN, OPTION A SHALL APPLY:**

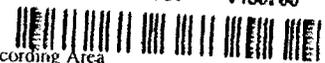
- A. Any amount may be prepaid without premium or fee upon principal at any time.
- B. Any amount may be prepaid without premium or fee upon principal at any time after \_\_\_\_\_.
- C. There may be no prepayment of principal without written permission of Vendor.

45239

*James A. Ladwig*

JAMES A LADWIG  
RACINE COUNTY  
REGISTER OF DEEDS

Fee Amount: \$21.00  
Transfer Fee: \$458.00



Recording Area

Name and Return Address

Joseph N. and Kathleen Van Bree  
PO Box 81788  
Racine, WI 53408

21

05955001

Parcel Identification Number (PIN)

This is not homestead property.

~~(is)~~ (is not)

This is a purchase money mortgage.

(is) ~~(is not)~~

0000950

**CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NEITHER IS CHOSEN, OPTION A SHALL APPLY:**

- A. Any prepayment shall be applied to principal in the inverse order of maturity and shall not delay the due dates or change the amount of the remaining payments until the unpaid balance of principal and interest is paid in full.
- B. 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 specified above; provided that monthly payments shall continue in the event of credit of any proceeds of insurance or condemnation, the condemned premises being thereafter excluded from this Contract.

Purchaser shall pay prior to delinquency all taxes and assessments levied on the Property at the time of the execution of this Contract and thereafter, and 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 amount of the full replacement value of the improvements on the Property. Purchaser shall pay the insurance premiums when due. The policies shall contain the standard clause in favor of Vendor's interest, and evidence of such policies covering the Property shall be provided to 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 Vendor deems the restoration or repair to be economically feasible.

- Purchaser is required to pay Vendor amounts sufficient to pay reasonably anticipated taxes, assessments, and insurance premiums as part of Purchaser's regular payments [CHECK BOX AT LEFT IF APPLICABLE].

Purchaser shall not commit waste nor allow waste to be committed on the Property, keep the Property in good tenable condition and repair, and free from liens superior to the lien of this Contract, and comply with all laws, ordinances and regulations affecting the Property. If a repair required of Purchaser relates to an insured casualty, Purchaser shall not be responsible for performing such repair if Vendor does not make available to Purchaser the insurance proceeds therefor.

Vendor agrees that if the purchase price with interest is fully paid and all conditions fully performed as specified herein, Vendor will execute and deliver to Purchaser a Warranty Deed in fee simple of the Property, free and clear of all liens and encumbrances, except those created by the act or default of Purchaser, and; except all municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, and general taxes levied in the year this agreement is paid in full and any restriction imposed or created by any governmental authority because of existing contamination.

**CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NO OPTION IS CHOSEN, OPTION A SHALL APPLY:**

- A. Purchaser states that Purchaser is satisfied with the title as shown by the title evidence submitted to Purchaser for examination, at the time of execution of this Contract.
- B. Purchaser states that the following exceptions set forth in the title evidence submitted to Purchaser for examination, at the time of execution of this Contract, are unsatisfactory to Purchaser: \_\_\_\_\_  
\_\_\_\_\_
- C. No title evidence was provided prior to execution of this Contract.

0000951

**CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NEITHER IS CHOSEN, OPTION A SHALL APPLY:**

- A. Purchaser agrees to pay the cost of future title evidence.
- B. Vendor agrees to pay the cost of future title evidence.

Purchaser shall be entitled to take possession of the Property on May 16, 2005.

Time is of the essence as to all provisions hereunder.

Purchaser agrees that in the event of a default in the payment of principal or interest which continues for a period of 15 days following the due date or a default in performance of any other obligation of Purchaser which continues for a period of 15 days following written notice thereof by Vendor (delivered personally or mailed by certified mail), the entire outstanding balance under this contract shall become immediately due and payable at Vendor's option and without notice (which Purchaser hereby waives), and Vendor may singly, alternatively or in combination: (i) terminate this Contract and either recover the Property through strict foreclosure or have the Property sold by foreclosure sale; in either event, with a period of redemption, in the court's discretion, to be conditioned on full payment of the entire outstanding balance, with interest thereon from the date of default and other amounts due hereunder (failing which all amounts previously paid by Purchaser shall be forfeited as liquidated damages for failure to fulfill this Contract and as rental for the Property); (ii) sue for specific performance of this Contract; (iii) sue for the unpaid purchase price or any portion thereof; (iv) 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; (v) have Purchaser ejected from possession of the Property and have a receiver appointed to collect any rents, issues or profits; or (vi) pursue any other remedy available in law or equity. An election of any of the foregoing remedies shall only be binding on Vendor if and when pursued in litigation. All costs and expenses including reasonable attorneys fees of Vendor incurred to pursue any remedy hereunder to the extent not prohibited by law and expenses of title evidence shall be paid by Purchaser and included in any judgment. The parties agree that Vendor shall have the options set forth in this paragraph available to exercise in Vendor's sole discretion.

Following any default in payment, interest shall accrue at the rate of 10 % per annum on the entire amount in default (which shall include, without limitation, delinquent interest and, upon acceleration or maturity, the entire principal balance).

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

Purchaser may not transfer, sell or convey any legal or equitable interest in the Property, including but not limited to a lease for a term greater than one year, without the prior written consent of Vendor unless the outstanding balance payable under this Contract is paid in full. 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 may mortgage the Property, including the continuation of any mortgage in force on the date of this Contract, provided Vendor shall make timely payment of all amounts due under any mortgage, and the total due under such mortgages shall not at any time exceed the then remaining principal balance under this Contract. If Vendor defaults under such mortgages and Purchaser is not in default hereunder, Purchaser may make payments directly to Vendor's mortgagee and such payments will be credited as payments hereunder.

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. Addendum A to this Land Contract which is attached hereby is incorporated and made a part of this Agreement.

0000952

Dated May 16, 2005

VENDOR:  
Joseph N. Van Bree and Kathleen K. Van Bree

PURCHASER:  
G K Paramount, LLC

[Signature] (SEAL)  
\* Joseph N. Van Bree  
[Signature] (SEAL)  
\* Kathleen K. Van Bree

\_\_\_\_\_  
\* Gurcharan Kapoor (SEAL)  
[Signature] (SEAL)

AUTHENTICATION

ACKNOWLEDGMENT

Signature(s) Joseph N. Van Bree, Kathleen K. Van Bree and Gurcharan Kapoor  
authenticated on May 16, 2005

STATE OF WISCONSIN )  
 ) ss.  
RACINE COUNTY )

[Signature]  
\* Terrance L. Kallenbach  
TITLE: MEMBER STATE BAR OF WISCONSIN  
(If not, \_\_\_\_\_  
authorized by Wis. Stat. § 706.06 )

Personally came before me on \_\_\_\_\_,  
the above-named \_\_\_\_\_  
to me known to be the person(s) who executed the foregoing  
instrument and acknowledged the same.

THIS INSTRUMENT DRAFTED BY:  
Attorney Terrance L. Kallenbach

\* \_\_\_\_\_  
Notary Public, State of WISCONSIN  
My commission (is permanent) (expires: \_\_\_\_\_)

(Signatures may be authenticated or acknowledged. Both are not necessary.)  
NOTE: THIS IS A STANDARD FORM. ANY MODIFICATION TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.  
LAND CONTRACT ©2003 STATE BAR OF WISCONSIN FORM NO. 11-2003  
\*Type name below signatures. INFO-PRO™ Legal Forms • (800)655-2021 • info@proforms.com

## ADDENDUM A TO LAND CONTRACT

The Vendors, Joseph H. Van Brec, a/k/a Joseph N. Van Bree, and Kathy Van Bree a/k/a Kathleen K. Van Bree, husband and wife, and Purchaser, G K Paramount, LLC, hereby make this Addendum A as part of the Land Contract made by the parties on May 16, 2005.

1. **Environmental Contamination:** The Property to be conveyed in this transaction was utilized as a service and gasoline station. A Phase I Site Report prepared by Environmental Audits, Inc., a copy of which has been provided to Purchaser, and subsequent testing data reveal contamination on the Property at a level greater than that permitted and allowed by the Wisconsin Department of Natural Resources. Subject to the Vendors' duty to remediate as set forth below, the Purchaser accepts the Property in its current environmental condition and Purchaser purchases the Property subject to that risk and in its *as is environmental condition, and without warranty as to any environmental condition.* *Environmental condition* shall mean any condition at any time which violates any environmental law including but not limited to the Comprehensive Environmental Responce Compensation and Liability Act, the Superfund Amendments and Reauthorization Act, the Resource Conservation and Recovery Act, the Toxic Substance Control Act, or any other statute, rule or regulation or order of any governmental agency having jurisdiction over the control of such waste or substances, including but not limited to the United States Environmental Protection Agency and any applicable state or local agencies (all such statutes, rules, regulations or orders shall collectively be referred to as "environmental laws.")

2. **Vendors' Remediation:** Vendors shall promptly notify the Wisconsin Department of Natural Resources of any contamination of which they are aware in the manner and in a form required by law. Vendors shall further make timely notification and application to the Wisconsin Department of Commerce for eligibility of payment and reimbursement of remediation costs through the PECFA Program administered through the Wisconsin Department of Commerce. Vendors shall initiate remediation of the existing contamination as disclosed in the Phase I Site Report prepared by Environmental Audits dated March 2005, and the testing and analytical data prepared by Great Lakes Analytical reported on April 18 2005 as may be required by the Wisconsin Department of Natural Resources. Vendors shall seek payment for or reimbursement of remediation costs through the PECFA Program and shall pay any costs associated with remediation, including costs of consultants, testing, monitoring, and remediation of soil and water which are not paid for or reimbursed through the PECFA Program administered by the Wisconsin Department of Commerce; provided, however, Vendors' obligation to pay unreimbursed costs of remediation shall not exceed \$10,000.00. Vendors shall, upon payment of a total aggregate of \$10,000.00 of remediation costs, including but not limited to the costs of consultants, testing, monitoring and remediation, shall have no further duty to provide any remediation for the Property. Purchaser shall, thereafter, complete the remediation and shall defend and hold

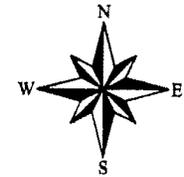


**A copy of the certified surveyed map or the relevant section of the recorded plat map for those properties where the legal description in the most recent deed refers to a certified survey map or a recorded plat map.**

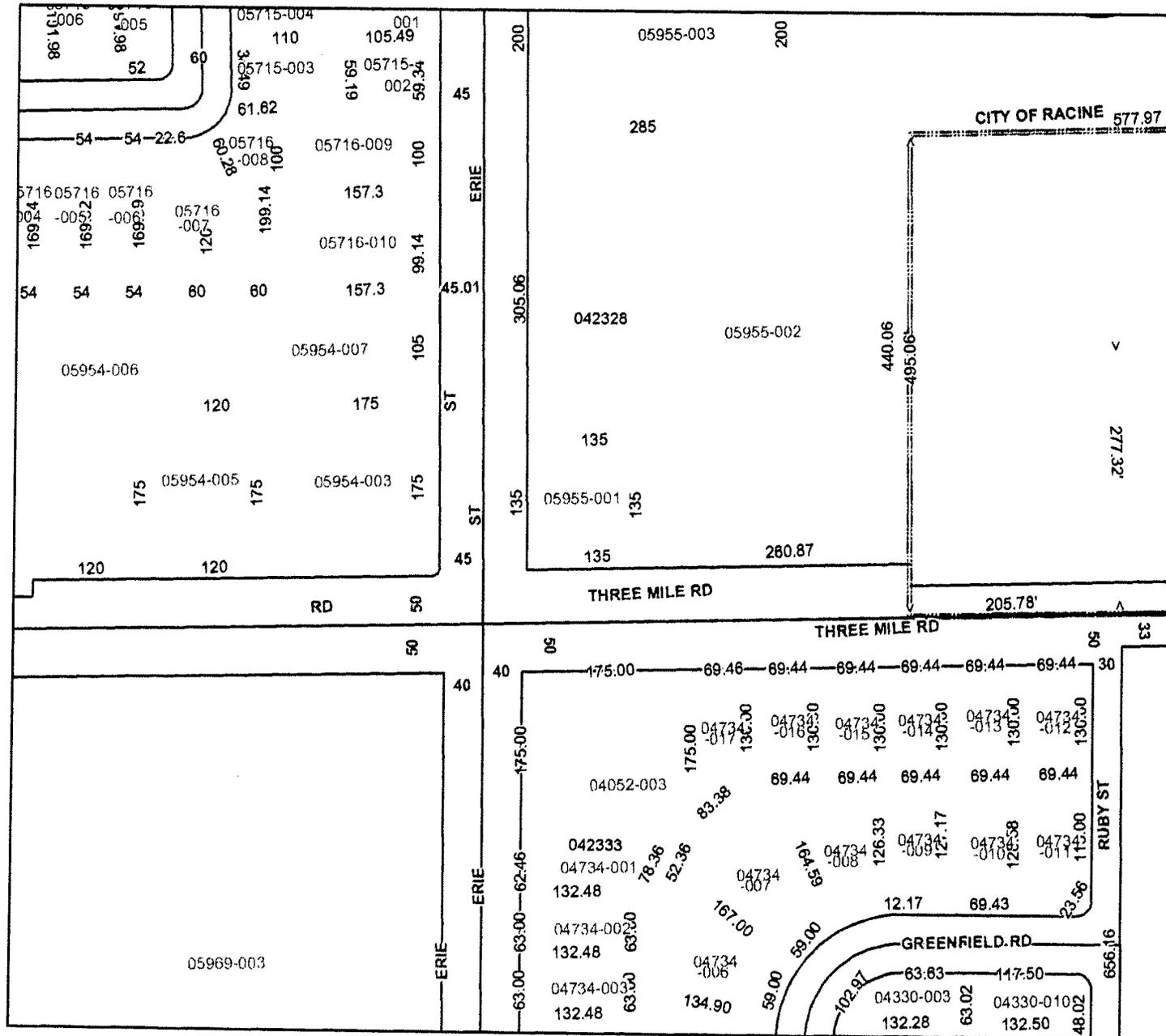
The legal description of the 550 3 Mile Road, Racine, WI 53402, property, as described in the *Corporate Warranty Deed*, dated June 11, 1982; Document No. 1107802, is as follows:

*That part of the South West One-quarter (1/4) of the South East One-quarter (1/4) of Section Twenty-eight (28), Township Four (4) North, Range Twenty-three (23) East, bounded and described as follows: Commencing at the South West corner of said 1/4 Section; thence Northerly along the West line of said 1/4 Section 190.00 feet; thence Easterly and parallel to the to the South line of said 1/4 Section 180.00 feet; thence Southerly and parallel to the West line of said 1/4 Section 190.00 feet to the South line of said 1/4 Section; thence Westerly along the South line of said 1/4 Section 180.00 feet to the point of beginning excepting the Westerly 45.00 feet and the Southerly 55.00 feet for street purposes. Said land being in the City of Racine, County of Racine, State of Wisconsin.*

# Racine County CORAGIS Project



1 inch equals 150 feet



Printed 12/4/2006

Disclaimer: The information and depictions herein have been produced using data available through photogrammetric means by Racine County. The information and depictions herein are for informational purposes and Racine County specifically disclaims accuracy in this production and specifically admonishes and advises that any and all depiction, measurements, distances depicted herein and as to which specific or precise accuracy is required should be determined by procurement of certified maps, surveys, plats, Flood Insurance Studies, or other official means.

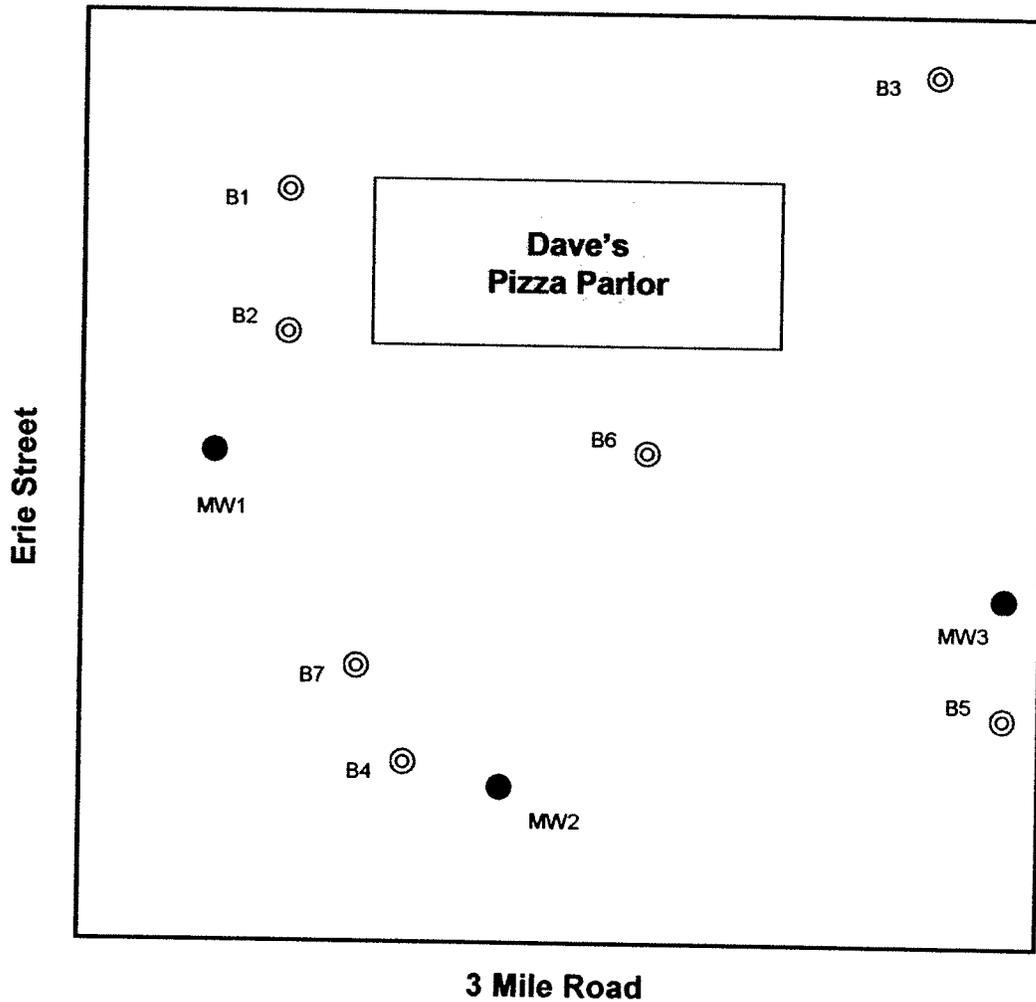
**Parcel identification number for each property, if the county in which the property is located uses parcel identification numbers.**

The Racine County Parcel Identification Number (PIN) is 05955001



**550 3 Mile Road  
Racine, WI**

**Monitoring Well & Boring Location**



Scale: 1 inch = 27 feet

Boring = ⊙

Monitoring Well = ●

Drawn by: EER  
October 2, 2007



Send To Printer

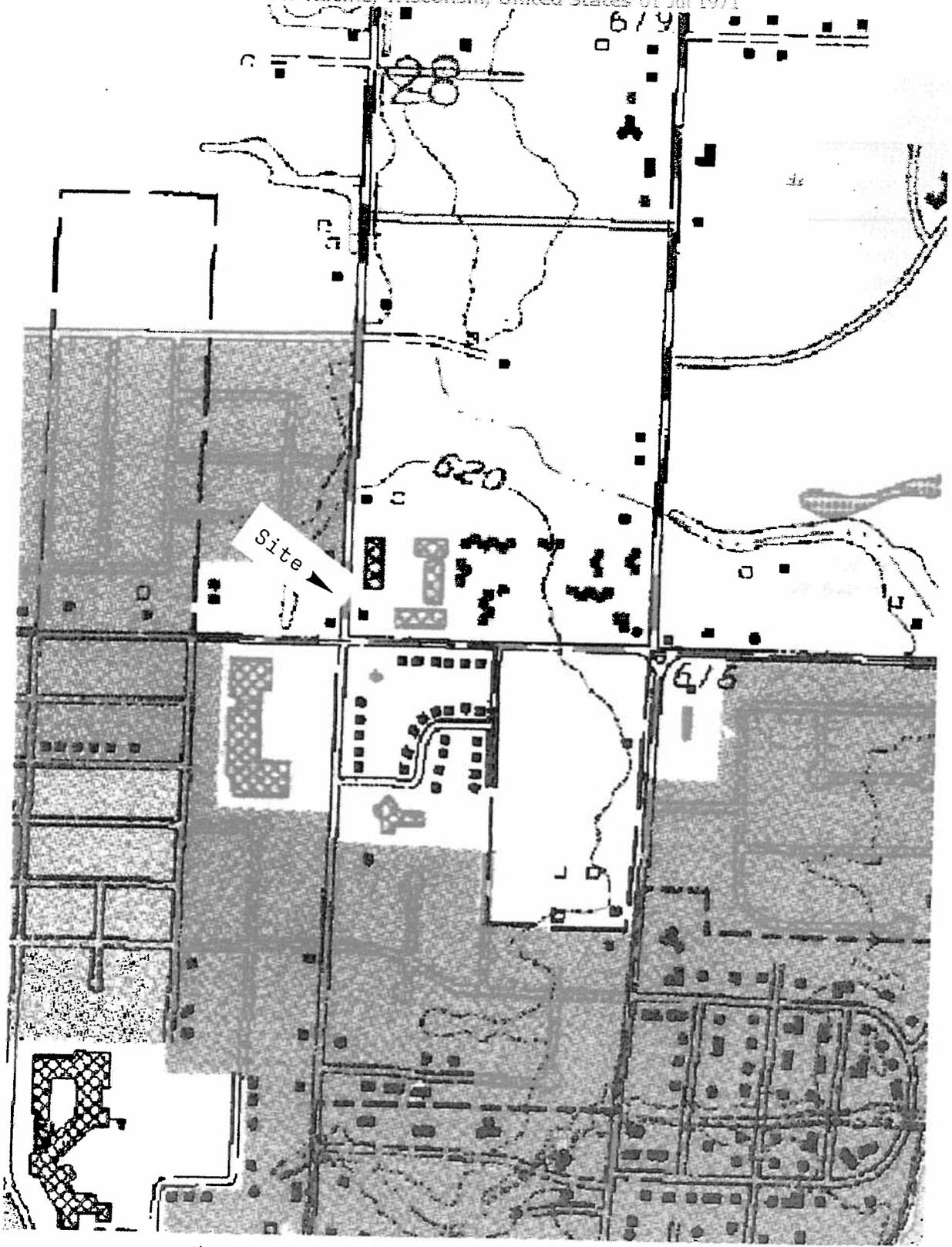
Back To TerraServer

Change to 11x17 Print Size

Show Grid Lines

Change to Landscape

USGS Racine, Wisconsin, United States 01 Jul 1971



0 200M

0 200yd

Image courtesy of the U.S. Geological Survey

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[Change to 11x17 Print Size](#)

[Show Grid Lines](#)

[Change to Landscape](#)

**USGS** Racine, Wisconsin, United States 14 Apr 2000



0 100M

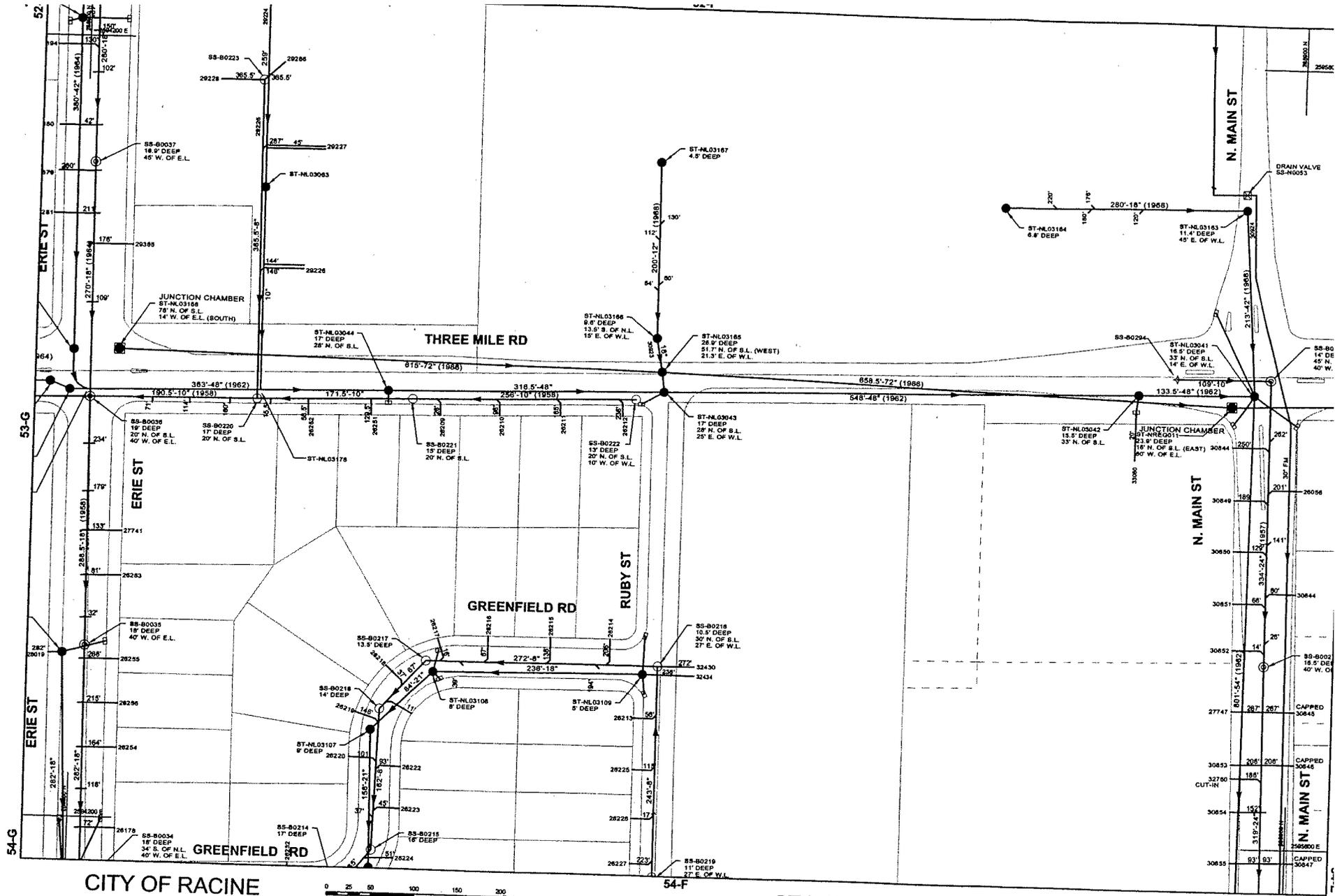
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Image courtesy of the U.S. Geological Survey

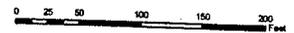
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CITY OF RACINE



STORM AND SANITARY

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**Gasoline Range Organics (GRO) by WI GRO**

All results expressed as ug/l

	0706218	53220	52460	51081	49896	49899	
<b>Sample ID:</b>	MW-1	MW-1	MW-1	MW-3 (1)	MW-1	Trip Blank	<b>NR 140</b>
	6/10/2007	3/27/2007	12/16/2006	9/1/2006	6/1/2006	6/1/2006	<b>ES</b>
GRO	<50.0	<50.0	<13	<50.0	<50	<50	None

**Diesel Range Organics (DRO) by WI DRO**

All results expressed as ug/l

	0706218	53220	52460	51081	49896		
<b>Sample ID:</b>	MW-1	MW-1	MW-1	MW-3 (1)	MW-1	<b>NR 140</b>	<b>NR 140</b>
	6/10/2007	3/27/2007	12/16/2006	9/1/2006	6/1/2006	<b>ES</b>	<b>PAL</b>
DRO	447	<100	18	378	27	None	None

**Dave's Pizzeria Plus**  
**550 3 Mile Road & Erie Street**  
**Racine, WI 53402**

**Groundwater Analytical Results Summary**

**VOC by Method 8260B**

All results expressed as ug/l

Sample ID:	WI PVOC					NR 140 ES	NR 140 PAL
	0706218 MW-1 6/10/2007	53220 MW-1 3/27/2007	52460 MW-1 12/16/2006	51081 MW-3 (1) 9/1/2006	49896 MW-1 6/1/2006		
Benzene	<0.20	<0.20	<0.631	<0.270	<0.20	5 ug/l	0.5 ug/l
Bromobenzene	<0.20	<0.20		<0.310	<0.20		
Bromochloromethane	<0.20	<0.20		<0.370	<0.50		
Bromodichloromethane	<0.20	<0.20		<0.380	<0.20		
Bromoform	<0.20	<0.20		<0.390	0.45	4.4 ug/l	0.44 ug/l
Bromomethane	<0.50	<0.50		<0.650	<0.20		
n-Butylbenzene	<0.20	<0.20		<0.360	<0.20		
sec-Butylbenzene	<0.20	<0.20		<0.340	<0.25		
tert-Butylbenzene	<0.20	<0.20		<0.300	<0.20		
Carbon Tetrachloride	<0.20	<0.20		<0.270	<0.50	5 ug/l	0.5 ug/l
Chlorobenzene	<0.10	<0.10		<0.260	<0.20		
Chlorodibromomethane	<0.20	<0.20		<0.410	<0.20		
Chloroethane	<0.60	<0.60		<0.640	<1.0		
Chloroform	<0.20	<0.20		<0.240	<0.20		
Chloromethane	<0.30	<0.30		<0.490	<0.20		
2-Chlorotoluene	<0.10	<0.10		<0.300	<0.50		
4-Chlorotoluene	<0.20	<0.20		<0.260	<0.20		
1,2-Dibromo-3-chloropropane	<1.00	<1.00		<0.330	<0.50		
1,2-Dibromomethane	<0.20	<0.20		<0.460	<0.20		
Dibromomethane	<0.20	<0.20		<0.460	<0.20		
1,2-Dichlorobenzene	<0.80	<0.80		<0.340	<0.20		
1,3-Dichlorobenzene	<0.20	<0.20		<0.260	<0.20		
1,4-Dichlorobenzene	<0.80	<0.80		<0.360	<0.20		
Dichlorodifluoromethane	<0.30	<0.30		<0.270	<0.50		
1,1-Dichloroethane	<0.20	<0.20		<0.320	<0.50		
1,2-Dichloroethane	<0.20	<0.20		<0.350	<0.50	5 ug/l	0.5 ug/l
1,1-Dichloroethene	<0.20	<0.20		<0.340	<0.50		
cis-1,2-Dichloroethene	<0.20	<0.20		<0.270	<0.50	70 ug/l	7 ug/l
trans-1,2-Dichloroethene	<0.20	<0.20		<0.250	<0.50		
1,2-Dichloropropane	<0.20	<0.20		<0.320	<0.50		
1,3-Dichloropropane	<0.20	<0.20		<0.390	<0.25		
2,2-Dichloropropane	<0.20	<0.20		<0.270	<0.50		
1,1-Dichloropropene	<0.30	<0.30		<0.430	<0.50		
cis-1,3-Dichloropropene	<0.20	<0.20		<0.370	<0.20		
trans-1,3-Dichloropropene	<0.20	<0.20		<0.260	<0.20		
Isopropyl Ether	NTF	NTF		<0.300	<0.50		
Ethyl Benzene	<0.10	<0.10	<0.568	<0.250	<0.50		
Hexachlorobutadiene	<1.00	<1.00		<0.420	<0.50	1 ug/l	0.1 ug/l
Isopropylbenzene	<0.10	<0.10		<0.330	<0.20		
p-Isopropyltoluene	NTF	NTF		<0.310	<0.20		
Lead	1.29	1.29	<0.6	<b>2.74</b>	<b>22</b>	15 ug/l	1.5 ug/l
Lead (Filtered)	0.47	0.65					
Methylene Chloride	<0.40	<0.40		<0.300	<1.0	5 ug/l	0.5 ug/l
Methyl tert-butyl ether	<0.20	<0.20	<0.298	<0.390	<0.50	60 ug/l	6 ug/l
Naphthalene	<1.00	<1.00		<0.750	<0.25	100 ug/l	10 ug/l
n-Propylbenzene	<0.10	<0.10		<0.280	<0.50		
Styrene	<0.10	<0.10		<0.250	<0.20		
1,1,1,2-Tetrachloroethane	<0.20	<0.20		<0.220	<0.25		
1,1,1,2,2-Tetrachloroethane	<0.30	<0.30		<0.440	<0.20		
Tetrachloroethene	<0.30	<0.30		<0.310	<0.50		
Toluene	<0.40	<0.40	<0.442	<0.290	<0.20	1 mg/l	0.2 mg/l
1,2,3-Trichlorobenzene	<0.50	<0.50		<0.500	<0.25	NS	NS
1,2,4-Trichlorobenzene	<0.50	<0.50		<0.300	<0.25	70 ug/l	14 ug/l
1,1,1-Trichloroethane	<0.20	<0.20		<0.310	<0.50		
1,1,2-Trichloroethane	<0.20	<0.20		<0.440	<0.25		
Trichloroethene	<0.20	<0.20		<0.340	<0.20		
Trichlorofluoromethane	<0.50	<0.50		<0.240	<0.50		
1,2,3-Trichloropropane	<0.60	<0.60		<0.510	<0.50		
1,2,4-Trimethylbenzene	<0.20	<0.20	<0.631	<0.300	<0.20	480 ug/l	96 ug/l
1,3,5-Trimethylbenzene	<0.20	<0.20	<0.617	<0.340	<0.20		
Vinyl Chloride	<0.20	<0.20		<0.200	<0.20		
Total Xylenes	<0.60	<0.60	<1.484	<0.780	<0.50	10 mg/l	1 mg/l

**Dave's Pizzeria Plus**  
**550 3 Mile Road & Erie Street**  
**Racine, WI 53402**

**Groundwater Analytical Results Summary**

MW-1 and MW-3 were transposed during sampling on September 1, 2006

**Gasoline Range Organics (GRO) by WI GRO**

All results expressed as ug/l

	0706218	53221	52461	51080	49897	49899		
<b>Sample ID:</b>	MW-2	MW-2	MW-2	MW-2	MW-2	Trip Blank	<b>NR 140</b>	<b>NR 140</b>
	6/10/2007	3/27/2007	12/16/2006	9/1/2006	6/1/2006	6/1/2006	<b>ES</b>	<b>PAL</b>
<b>GRO</b>	265	<50.0	<13	<50.0	<50	<50	None	None

**Diesel Range Organics (DRO) by WI DRO**

All results expressed as ug/l

			52461	51080	49897		
<b>Sample ID:</b>	MW-2	MW-2	MW-2	MW-2	MW-2	<b>NR 140</b>	<b>NR 140</b>
	6/10/2007	3/27/2007	12/16/2006	9/1/2006	6/1/2006	<b>ES</b>	<b>PAL</b>
<b>DRO</b>	<100	132	56	122	219	None	None

**Dave's Pizzeria Plus**  
**550 3 Mile Road & Erie Street**  
**Racine, WI 53402**

**Groundwater Analytical Results Summary**

**VOC by Method 8260B**

All results expressed as ug/l

Sample ID:	WI PVOC					NR 140 ES	NR 140 PAL
	0706218 MW-2 6/10/2007	53221 MW-2 3/27/2007	52461 MW-2 12/16/2006	51080 MW-2 9/1/2006	49897 MW-2 6/1/2006		
Benzene	25.8	21.3	3.713	1.540	<0.20	5 ug/l	0.5 ug/l
Bromobenzene	<1.00	<0.20		<0.310	<0.20		
Bromochloromethane	<1.00	<0.20		<0.370	<0.50		
Bromodichloromethane	<1.00	<0.20		<0.380	<0.20		
Bromoform	<1.00	<0.20		<0.390	<0.20	4.4 ug/l	0.44 ug/l
Bromomethane	<2.50	<0.50		<0.650	<0.20		
n-Butylbenzene	<1.00	<0.20		<0.360	<0.20		
sec-Butylbenzene	<1.00	<0.20		<0.340	<0.25		
tert-Butylbenzene	<1.00	<0.20		<0.300	<0.20		
Carbon Tetrachloride	<1.00	<0.20		<0.270	<0.50	5 ug/l	0.5 ug/l
Chlorobenzene	<0.50	<0.10		<0.260	<0.20		
Chlorodibromomethane	<1.00	<0.20		<0.410	<0.20		
Chloroethane	<3.00	<0.60		<0.640	<1.0		
Chloroform	<1.00	<0.20		<0.240	<0.20		
Chloromethane	<1.50	<0.30		<0.490	<0.20		
2-Chlorotoluene	<0.50	<0.10		<0.300	<0.50		
4-Chlorotoluene	<1.00	<0.20		<0.260	<0.20		
1,2-Dibromo-3-chloropropane	<3.00	<1.00		<0.330	<0.50		
1,2-Dibromomethane	<1.00	<0.20		<0.460	<0.20		
Dibromomethane	<1.00	<0.20		<0.460	<0.20		
1,2-Dichlorobenzene	<4.00	<0.80		<0.340	<0.20		
1,3-Dichlorobenzene	<1.00	<0.20		<0.260	<0.20		
1,4-Dichlorobenzene	<4.00	<0.80		<0.360	<0.20		
Dichlorodifluoromethane	<1.00	<0.20		<0.270	<0.50		
1,1-Dichloroethane	<1.00	<0.20		<0.320	<0.50		
1,2-Dichloroethane	<1.00	<0.20		1.950	1.1	5 ug/l	0.5 ug/l
1,1-Dichloroethene	<2.00	<0.40		<0.340	<0.50		
cis-1,2-Dichloroethene	<1.00	<0.20		0.670 J	<0.50	70 ug/l	7 ug/l
trans-1,2-Dichloroethene	<1.00	<0.20		<0.250	<0.50		
1,2-Dichloropropane	<1.00	<0.20		<0.320	<0.50		
1,3-Dichloropropane	<1.00	<0.20		<0.390	<0.25		
2,2-Dichloropropane	<1.00	<0.20		<0.270	<0.50		
1,1-Dichloropropene	<1.50	<0.30		<0.430	<0.50		
cis-1,3-Dichloropropene	<1.00	<0.20		<0.370	<0.20		
trans-1,3-Dichloropropene	<1.00	<0.20		<0.260	<0.20		
Isopropyl Ether	<1.00	NTF		<0.300	<0.50		
Ethyl Benzene	48.0	1.63	<0.568	<0.250	<0.50	700 ug/l	140 ug/l
Hexachlorobutadiene	<5.00	<1.00		<0.420	<0.50	1 ug/l	0.1 ug/l
Isopropylbenzene	2.36	<0.10		<0.330	<0.20	NS	NS
p-Isopropyltoluene	NTF	NTF		<0.310	<0.20		
Lead	0.48 J	<0.60	<0.6	13	1.06	15 ug/l	1.5 ug/l
Lead (Filtered)	0.72 J	<0.60				15 ug/l	1.5 ug/l
Methylene Chloride	<2.00	<0.40		<0.300	<1.0	5 ug/l	0.5 ug/l
Methyl tert-butyl ether	<1.00	<0.20	<0.298	<0.390	<0.50	60 ug/l	6 ug/l
Naphthalene	6.28 J	<1.00		1.800 J	<0.25	100 ug/l	10 ug/l
n-Propylbenzene	3.56	0.10		<0.280	<0.50	NS	NS
Styrene	<0.50	<0.10		<0.250	<0.20		
1,1,1,2-Tetrachloroethane	<1.00	<0.20		<0.220	<0.25		
1,1,1,2,2-Tetrachloroethane	<1.50	<0.30		<0.440	<0.20		
Tetrachloroethene	<1.50	<0.30		<0.310	<0.50		
Toluene	<2.00	<0.40		<0.290	<0.20	1 mg/l	0.2 mg/l
1,2,3-Trichlorobenzene	<2.50	<0.50		<0.500	<0.25	NS	NS
1,2,4-Trichlorobenzene	<2.50	<0.50		<0.300	<0.25	70 ug/l	14 ug/l
1,1,1-Trichloroethane	<1.00	<0.20		<0.310	<0.50		
1,1,2-Trichloroethane	<1.00	<0.20		<0.440	<0.25		
Trichloroethene	2.66 J	<0.20		<0.340	<0.20	5 ug/l	0.5 ug/l
Trichlorofluoromethane	<1.00	<0.20		<0.240	<0.50		
1,2,3-Trichloropropane	<3.00	<0.60		<0.510	<0.50		
1,2,4-Trimethylbenzene	1.39 J	<0.20	<0.631	<0.300	<0.20	480 ug/l	96 ug/l
1,3,5-Trimethylbenzene	<1.00	<0.20	<0.617	<0.340	<0.20		
Vinyl Chloride	<1.00	<0.20		<0.200	<0.20		
Total Xylenes	<3.00	<0.60	<1.484	<0.780	<0.50	10 mg/l	1 mg/l

**Dave's Pizzeria Plus  
550 3 Mile Road & Erie Street  
Racine, WI 53402**

**Groundwater Analytical Results Summary**

MW-1 and MW-3 were transposed during sampling on September 1, 2006

**Gasoline Range Organics (GRO) by WI GRO**

All results expressed as ug/l

	0706218	53222	52462	51079	49898	49899		
<b>Sample ID:</b>	MW-3	MW-3	MW-3	MW-1 (3)	MW-3	Trip Blank	<b>NR 140</b>	<b>NR 140</b>
	6/10/2007	3/27/2007	12/16/2006	9/1/2006	6/1/2006	6/1/2006	<b>ES</b>	<b>PAL</b>
GRO	<50.0	<50.0	<13	<50.0	<50	<50	None	None

**Diesel Range Organics (DRO) by WI DRO**

All results expressed as ug/l

	0706218	53222	52462	51079	49898		
<b>Sample ID:</b>	MW-3	MW-3	MW-3	MW-1 (3)	MW-3	<b>NR 140</b>	<b>NR 140</b>
	6/10/2007	3/27/2007	12/16/2006	9/1/2006	6/1/2006	<b>ES</b>	<b>PAL</b>
DRO	<100	<100	<18	266	<18	None	None

**Dave's Pizzeria Plus**  
**550 3 Mile Road & Erie Street**  
**Racine, WI 53402**

**Groundwater Analytical Results Summary**

**VOC by Method 8260B**

All results expressed as ug/l

Sample ID:	WI PVOC					NR 140 ES	NR 140 PAL
	0706218 MW-3 6/10/2007	53222 MW-3 3/27/2007	52462 MW-3 12/16/2006	51079 MW-1 (3) 9/1/2006	49898 MW-3 6/1/2006		
Benzene	<0.20	<0.20	<0.443	<0.270	<0.20	5 ug/l	0.5 ug/l
Bromobenzene	<0.20	<0.20		<0.310	<0.20		
Bromochloromethane	<0.20	<0.20		<0.370	<0.50		
Bromodichloromethane	<0.20	<0.20		<0.380	<0.20		
Bromoform	<0.20	<0.20		<0.390	<0.20	4.4 ug/l	0.44 ug/l
Bromomethane	<0.50	<0.50		<0.650	<0.20		
n-Butylbenzene	<0.20	<0.20		<0.360	<0.20		
sec-Butylbenzene	<0.20	<0.20		<0.340	<0.25		
tert-Butylbenzene	<0.20	<0.20		<0.300	<0.20		
Carbon Tetrachloride	<0.20	<0.20		<0.270	<0.50	5 ug/l	0.5 ug/l
Chlorobenzene	<0.10	<0.10		<0.260	<0.20		
Chlorodibromomethane	<0.20	<0.20		<0.410	<0.20		
Chloroethane	<0.60	<0.60		<0.640	<1.0		
Chloroform	<0.20	<0.20		<0.240	<0.20		
Chloromethane	<0.30	<0.30		<0.490	<0.20		
2-Chlorotoluene	<0.10	<0.10		<0.300	<0.50		
4-Chlorotoluene	<0.20	<0.20		<0.260	<0.20		
1,2-Dibromo-3-chloropropane	<1.00	<1.00		<0.330	<0.50		
1,2-Dibromomethane	<0.20	<0.20		<0.460	<0.20		
Dibromomethane	<0.20	<0.20		<0.460	<0.20		
1,2-Dichlorobenzene	<0.80	<0.80		<0.340	<0.20		
1,3-Dichlorobenzene	<0.20	<0.20		<0.260	<0.20		
1,4-Dichlorobenzene	<0.80	<0.80		<0.360	<0.20		
Dichlorodifluoromethane	<0.30	<0.30		<0.270	<0.50		
1,1-Dichloroethane	<0.20	<0.20		<0.320	<0.50		
1,2-Dichloroethane	<0.20	<0.20		<0.350	<0.50	5 ug/l	0.5 ug/l
1,1-Dichloroethene	<0.20	<0.20		<0.340	<0.50		
cis-1,2-Dichloroethene	<0.20	<0.20		<0.270	<0.50	70 ug/l	7 ug/l
trans-1,2-Dichloroethene	<0.20	<0.20		<0.250	<0.50		
1,2-Dichloropropane	<0.20	<0.20		<0.320	<0.50		
1,3-Dichloropropane	<0.20	<0.20		<0.390	<0.25		
2,2-Dichloropropane	<0.20	<0.20		<0.270	<0.50		
1,1-Dichloropropene	<0.30	<0.30		<0.430	<0.50		
cis-1,3-Dichloropropene	<0.20	<0.20		<0.370	<0.20		
trans-1,3-Dichloropropene	<0.20	<0.20		<0.260	<0.20		
Isopropyl Ether	<0.20	NTF		<0.300	<0.50		
Ethyl Benzene	0.56	<0.10	<0.568	<0.250	<0.50		
Hexachlorobutadiene	<1.00	<1.00		<0.420	<0.50	1 ug/l	0.1 ug/l
Isopropylbenzene	<0.10	<0.10		<0.330	<0.20		
p-Isopropyltoluene	NTF	NTF		<0.310	<0.20		
Lead	3.80	5.79	8.58	92	4.35	15 ug/l	1.5 ug/l
Lead (Filtered)	0.45	<0.60				15 ug/l	1.5 ug/l
Methylene Chloride	<0.40	<0.40		<0.300	<1.0	5 ug/l	0.5 ug/l
Methyl tert-butyl ether	<0.20	<0.20	<0.298	<0.390	<0.50	60 ug/l	6 ug/l
Naphthalene	<1.00	<1.00		6.600	<0.25	100 ug/l	10 ug/l
n-Propylbenzene	<0.10	<0.10		<0.280	<0.50		
Styrene	<0.10	<0.10		<0.250	<0.20		
1,1,1,2-Tetrachloroethane	<0.20	<0.20		<0.220	<0.25		
1,1,1,2-Tetrachloroethane	<0.30	<0.30		<0.440	<0.20		
Tetrachloroethene	<0.30	<0.30		<0.310	<0.50		
Toluene	<0.40	<0.40	<0.442	<0.290	<0.20	1 mg/l	0.2 mg/l
1,2,3-Trichlorobenzene	<0.50	<0.50		5.530	<0.25	NS	NS
1,2,4-Trichlorobenzene	<0.50	<0.50		2.570	<0.25	70 ug/l	14 ug/l
1,1,1-Trichloroethane	<0.20	<0.20		<0.310	<0.50		
1,1,2-Trichloroethane	<0.20	<0.20		<0.440	<0.25		
Trichloroethene	<0.20	<0.20		<0.340	<0.20		
Trichlorofluoromethane	<0.50	<0.50		<0.240	<0.50		
1,2,3-Trichloropropane	<0.60	<0.60		<0.510	<0.50		
1,2,4-Trimethylbenzene	<0.20	<0.20	<0.631	<0.300	<0.20	480 ug/l	96 ug/l
1,3,5-Trimethylbenzene	<0.20	<0.20	<0.617	<0.340	<0.20		
Vinyl Chloride	<0.20	<0.20		<0.200	<0.20		
Total Xylenes	<0.60	<0.60	<1.484	<0.780	<0.50	10 mg/l	1 mg/l

Dave's Pizzeria Plus  
550 3 Mile Road & Erie Street  
Racine, WI 53402

Soil Analytical Results Summary

Sample ID:	B1	B2	B2	B3	B4	B4	NR 720	NR 746	NR 746	USEPA Soil Screening RCLs (mg/kg)			
Depth below grade surface:	4-8 ft	2-4 ft	8-10 ft	4-8 ft	2-4 ft	8-10 ft	RCL	RCL	RCL	Ingestion	Inhalation	Inhalation	Soil to
Gasoline Range Organics (GRO):	4/7/2005	4/7/2005	4/7/2005	4/7/2005	4/7/2005	4/7/2005	RCL	Table 1	Table 2		Fug. Dust	Volatiles	Groundwater
All results expressed as mg/kg	<5.87	<5.73	424	<5.65	<5.94	119	100						
Diesel Range Organics (DRO):	<5.19	<5.73	388	<5.06	<5.29	36.2	100						
All results expressed as mg/kg													
VOC by Method 8260	4-8 ft	2-4 ft	8-10 ft	4-8 ft	2-4 ft	8-10 ft	NR 720	NR 746	NR 746	USEPA Soil Screening RCLs (mg/kg)			
Depth below grade surface:	4-8 ft	2-4 ft	8-10 ft	4-8 ft	2-4 ft	8-10 ft	RCL	RCL	RCL	Ingestion	Inhalation	Inhalation	Soil to
All results expressed as ug/kg	4/7/2005	4/7/2005	4/7/2005	4/7/2005	4/7/2005	4/7/2005	RCL	Table 1	Table 2		Fug. Dust	Volatiles	Groundwater
Benzene	<25.0	<25.0	<100	<25.0	<25.0	<25.0	5.5	8500	1100				
Bromobenzene	<25.0	<25.0	<100	<25.0	<25.0	<25.0							
Bromodichloromethane	<25.0	<25.0	<100	<25.0	<25.0	<25.0							
n-Butylbenzene	<25.0	<25.0	2,470	<25.0	<25.0	1,780							
sec-Butylbenzene	<25.0	<25.0	<100	<25.0	<25.0	<25.0							
tert-Butylbenzene	<25.0	<25.0	<100	<25.0	<25.0	<25.0							
Carbon Tetrachloride	<25.0	<25.0	<100	<25.0	<25.0	<25.0							
Chlorobenzene	<25.0	<25.0	<100	<25.0	<25.0	<25.0							
Chloroethane	<25.0	<25.0	<100	<25.0	<25.0	<25.0							
Chloroform	<25.0	<25.0	<100	<25.0	<25.0	<25.0							
Chloromethane	<25.0	<25.0	<100	<25.0	<25.0	<25.0							
2-Chlorotoluene	<25.0	<25.0	<100	<25.0	<25.0	<25.0							
4-Chlorotoluene	<25.0	<25.0	<100	<25.0	<25.0	<25.0							
Dibromochloromethane	<25.0	<25.0	<100	<25.0	<25.0	<25.0							
1,2-Dibromo-3-chloropropane	<25.0	<25.0	<100	<25.0	<25.0	<25.0							
1,2-Dibromomethane	<25.0	<25.0	<100	<25.0	<25.0	<25.0							
1,2-Dichlorobenzene	<25.0	<25.0	<100	<25.0	<25.0	<25.0							
1,3-Dichlorobenzene	<25.0	<25.0	<100	<25.0	<25.0	<25.0							
1,4-Dichlorobenzene	<25.0	<25.0	<100	<25.0	<25.0	<25.0							
Dichlorodifluoromethane	<25.0	<25.0	<100	<25.0	<25.0	<25.0							
1,1-Dichloroethane	<25.0	<25.0	<100	<25.0	<25.0	<25.0							
1,2-Dichloroethane	<25.0	<25.0	<100	<25.0	<25.0	<25.0	4.9	500	540				
1,1-Dichloroethene	<25.0	<25.0	<100	<25.0	<25.0	<25.0							
cis-1,2-Dichloroethene	<25.0	<25.0	<100	<25.0	<25.0	<25.0							
trans-1,2-Dichloroethene	<25.0	<25.0	<100	<25.0	<25.0	<25.0							
1,2-Dichloropropane	<25.0	<25.0	<100	<25.0	<25.0	<25.0							
1,3-Dichloropropane	<25.0	<25.0	<100	<25.0	<25.0	<25.0							
2,2-Dichloropropane	<25.0	<25.0	<100	<25.0	<25.0	<25.0							
Di-isopropyl ether	<25.0	<25.0	<100	<25.0	<25.0	<25.0							
Ethyl Benzene	<25.0	<25.0	23,000	<25.0	<25.0	10,900	2900	4600	---	7.82E+03	1.60E+06	1.10E+04	1.50E+00
Hexachlorobutadiene	<25.0	<25.0	<100	<25.0	<25.0	<25.0							
Isopropylbenzene	<25.0	<25.0	2,320	<25.0	<25.0	3,490							
p-Isopropyltoluene	<25.0	<25.0	389	<25.0	<25.0	<25.0							
Methylene Chloride	<100	<100	<400	<100	<100	<100				3.82E+02	6.77E+06	4.20E+01	3.20E-03
Methyl tert-butyl ether	<25.0	<25.0	<100	<25.0	<25.0	<25.0							
Naphthalene	<25.0	<25.0	7,070	<25.0	<25.0	12,000	---	2700	---	3.13E+02	4.81E+05	6.80E+01	6.20E+00
n-Propylbenzene	<25.0	<25.0	8,670	<25.0	<25.0	10,600							
1,1,2,2-Tetrachloroethane	<25.0	<25.0	<100	<25.0	<25.0	<25.0				1.43E+01	6.10E+04	1.80E+00	3.90E-04
Tetrachloroethene	<25.0	<25.0	<100	<25.0	<25.0	<25.0							
Toluene	<25.0	<25.0	24,100	<25.0	<25.0	<25.0	1500	38000	---				
1,2,3-Trichlorobenzene	<25.0	<25.0	<100	<25.0	<25.0	<25.0							
1,2,4-Trichlorobenzene	<25.0	<25.0	<100	<25.0	<25.0	<25.0							
1,1,1-Trichloroethane	<25.0	<25.0	<100	<25.0	<25.0	<25.0							
1,1,2-Trichloroethane	<25.0	<25.0	<100	<25.0	<25.0	<25.0							
Trichloroethene	<25.0	<25.0	<100	<25.0	<25.0	<25.0				2.60E+02	1.85E+06	1.50E+01	7.30E-03
Trichlorofluoromethane	<25.0	<25.0	<100	<25.0	<25.0	<25.0							
1,2,4-Trimethylbenzene	<25.0	<25.0	37,300	<25.0	<25.0	215	---	83000	---				
1,3,5-Trimethylbenzene	<25.0	<25.0	13,200	<25.0	<25.0	370	---	11000	---	7.82E+02	9.69E+05	2.90E+01	1.30E+01
Vinyl Chloride	<25.0	<25.0	<100	<25.0	<25.0	<25.0							
Total Xylenes	<25.0	<25.0	78,300	<25.0	<25.0	4,190	4100	42000	---	3.13E+03	1.60E+07	2.80E+02	1.70E+01

Dave's Pizzeria Plus  
 550 3 Mile Road & Erie Street  
 Racine, WI 53402

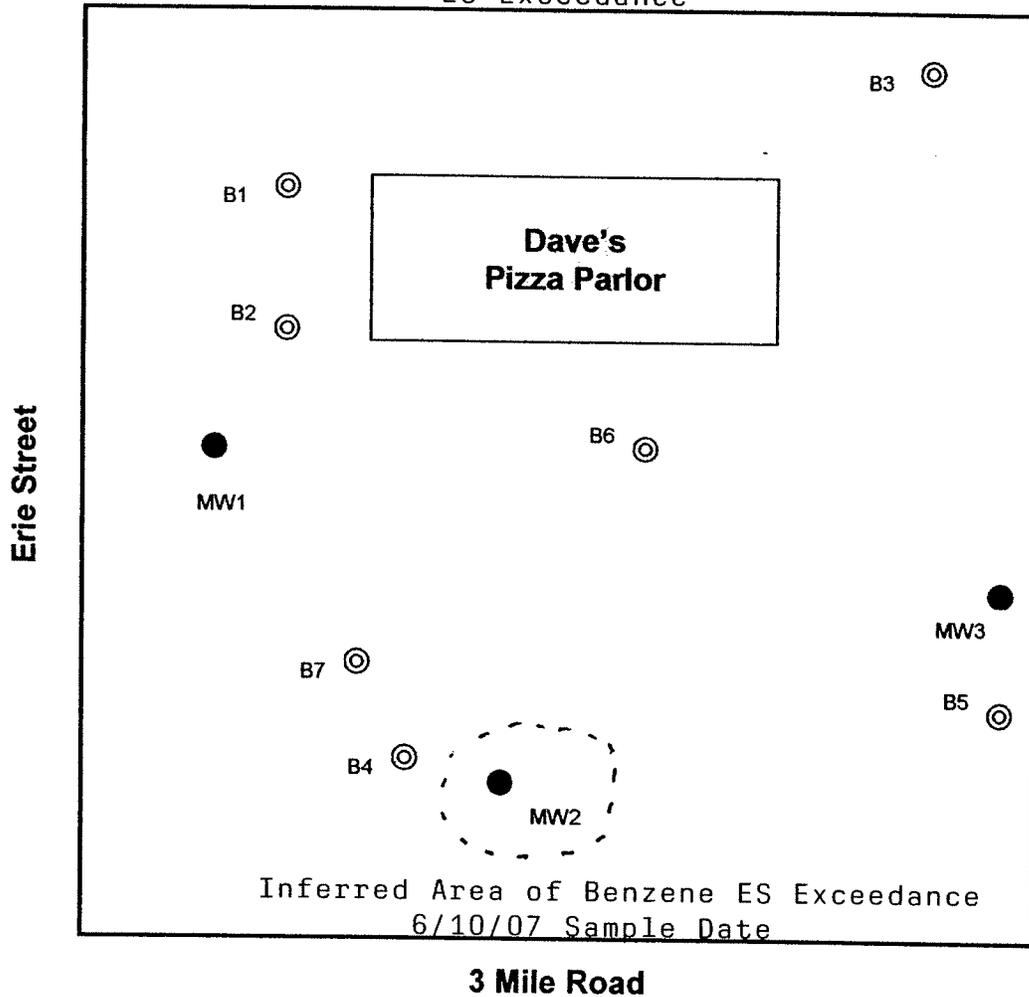
Soil Analytical Results Summary

Sample ID:	B5	B6	B7	B7		NR 746	NR 746	USEPA Soil Screening RCLs (mg/kg)			
Depth below grade surface:	4-8 ft	4-8 ft	2-4 ft	8-10 ft	NR 720	RCL	RCL	Inhalation	Inhalation	Soil to	
	4/7/2005	4/7/2005	4/7/2005	4/7/2005	RCL	Table 1	Table 2	Ingestion	Fug. Dust	Volatiles	Groundwater
Gasoline Range Organics (GRO): All results expressed as mg/kg	<5.23	<5.88	55.8	7.57	100						
Diesel Range Organics (DRO): All results expressed as mg/kg	<5.23	<5.88	<5.45	<4.74	100						
VOC by Method 8260 All results expressed as ug/kg	B5 4-8 ft 4/7/2005	B6 4-8 ft 4/7/2005	B7 2-4 ft 4/7/2005	B7 8-10 ft 4/7/2005	NR 720 RCL	NR 746 RCL Table 1	NR 746 RCL Table 2	USEPA Soil Screening RCLs (mg/kg)			
								Inhalation	Inhalation	Soil to	
								Ingestion	Fug. Dust	Volatiles	Groundwater
Benzene	<25.0	<25.0	1,500	<25.0	5.5	8500	1100				
Bromobenzene	<25.0	<25.0	<25.0	<25.0							
Bromodichloromethane	<25.0	<25.0	<25.0	<25.0							
n-Butylbenzene	<25.0	<25.0	302	110							
sec-Butylbenzene	<25.0	<25.0	<25.0	<25.0							
tert-Butylbenzene	<25.0	<25.0	<25.0	<25.0							
Carbon Tetrachloride	<25.0	<25.0	<25.0	<25.0							
Chlorobenzene	<25.0	<25.0	<25.0	<25.0							
Chloroethane	<25.0	<25.0	<25.0	<25.0							
Chloroform	<25.0	<25.0	<25.0	<25.0							
Chloromethane	<25.0	<25.0	<25.0	<25.0							
2-Chlorotoluene	<25.0	<25.0	<25.0	<25.0							
4-Chlorotoluene	<25.0	<25.0	<25.0	<25.0							
Dibromochloromethane	<25.0	<25.0	<25.0	<25.0							
1,2-Dibromo-3-chloropropane	<25.0	<25.0	<25.0	<25.0							
1,2-Dibromomethane	<25.0	<25.0	<25.0	<25.0							
1,2-Dichlorobenzene	<25.0	<25.0	<25.0	<25.0							
1,3-Dichlorobenzene	<25.0	<25.0	<25.0	<25.0							
1,4-Dichlorobenzene	<25.0	<25.0	<25.0	<25.0							
Dichlorodifluoromethane	<25.0	<25.0	<25.0	<25.0							
1,1-Dichloroethane	<25.0	<25.0	<25.0	<25.0	4.9	600	540				
1,2-Dichloroethane	<25.0	<25.0	<25.0	<25.0							
1,1-Dichloroethene	<25.0	<25.0	<25.0	<25.0							
cis-1,2-Dichloroethene	<25.0	<25.0	<25.0	<25.0							
trans-1,2-Dichloroethene	<25.0	<25.0	<25.0	<25.0							
1,2-Dichloropropane	<25.0	<25.0	<25.0	<25.0							
1,3-Dichloropropane	<25.0	<25.0	<25.0	<25.0							
2,2-Dichloropropane	<25.0	<25.0	<25.0	<25.0							
Di-isopropyl ether	<25.0	<25.0	<25.0	<25.0							
Ethyl Benzene	<25.0	<25.0	7,240	77.9	2900	4600	--	7.82E+03	1.60E+08	1.10E+04	1.50E+00
Hexachlorobutadiene	<25.0	<25.0	<25.0	<25.0							
Isopropylbenzene	<25.0	<25.0	187	<25.0							
p-Isopropyltoluene	<25.0	<25.0	<25.0	<25.0							
Methylene Chloride	<100	<100	<100	<100							
Methyl tert-butyl ether	<25.0	<25.0	<25.0	<25.0				3.82E+02	6.77E+06	4.20E+01	3.20E-03
Naphthalene	<25.0	<25.0	844	174	--	2700	--	3.13E+02	4.81E+05	6.80E+01	6.20E+00
n-Propylbenzene	<25.0	<25.0	1,350	291							
1,1,2,2-Tetrachloroethane	<25.0	<25.0	<25.0	<25.0				1.43E+01	6.10E+04	1.80E+00	3.90E-04
Tetrachloroethene	<25.0	<25.0	<25.0	<25.0							
Toluene	<25.0	<25.0	12,000	<25.0	1500	38000	--				
1,2,3-Trichlorobenzene	<25.0	<25.0	<25.0	<25.0							
1,2,4-Trichlorobenzene	<25.0	<25.0	<25.0	<25.0							
1,1,1-Trichloroethane	<25.0	<25.0	<25.0	<25.0							
1,1,2-Trichloroethane	<25.0	<25.0	<25.0	<25.0							
Trichloroethene	<25.0	<25.0	<25.0	<25.0				2.60E+02	1.85E+06	1.50E+01	7.30E-03
Trichlorofluoromethane	<25.0	<25.0	<25.0	<25.0							
1,2,4-Trimethylbenzene	<25.0	<25.0	4,450	823	--	83000	--				
1,3,5-Trimethylbenzene	<25.0	<25.0	1,110	322	--	11000	--	7.82E+02	9.69E+05	2.90E+01	1.30E+01
Vinyl Chloride	<25.0	<25.0	<25.0	<25.0							
Total Xylenes	<25.0	<25.0	18,900	177	4100	42000	--	3.13E+03	1.60E+07	2.80E+02	1.70E+01

## 550 3 Mile Road Racine, WI

### Monitoring Well & Boring Location

Horizontal Extent of Groundwater  
ES Exceedance



Scale: 1 inch = 27 feet

Boring = ⊙

Monitoring Well = ●

Drawn by: EER  
October 2, 2007



**A table of the previous 4 water level elevation measurements from all monitoring wells, at a minimum, with the date measurements were made, is to be included. If present, free product is to be noted on the table. In addition, a groundwater flow direction map, representative of groundwater movement at the site. If the flow direction varies by more than 20° over the history of the site, 2 groundwater flow maps showing the maximum variation in flow direction are to be submitted.**

Only one round of water level elevation measurements, from all monitoring wells, was made. No free product is present.

A groundwater flow direction map, representative of groundwater movement at the site, was not prepared as part of the SI nor were sufficient water level measurements obtained to develop an appropriate groundwater flow direction map.

Three principal aquifers and a major aquitard are found in southeastern Wisconsin. These include a lower sandstone aquifer, an intermediate dolomite aquifer (the Niagara aquifer), and a surficial glacial aquifer (USGS, 1956; USGS, 1970). A dolomite shale aquitard impedes flow between the dolomite aquifer and the underlying sandstone aquifer (USGS, 1970). The surficial glacial deposits form the water table aquifer that is locally connected to the dolomite aquifer (WGS, 1956). Permeability and percolation rates of the glacial deposits vary locally but percolation through the site is expected to be minimal due to the presence of the asphalt parking areas.

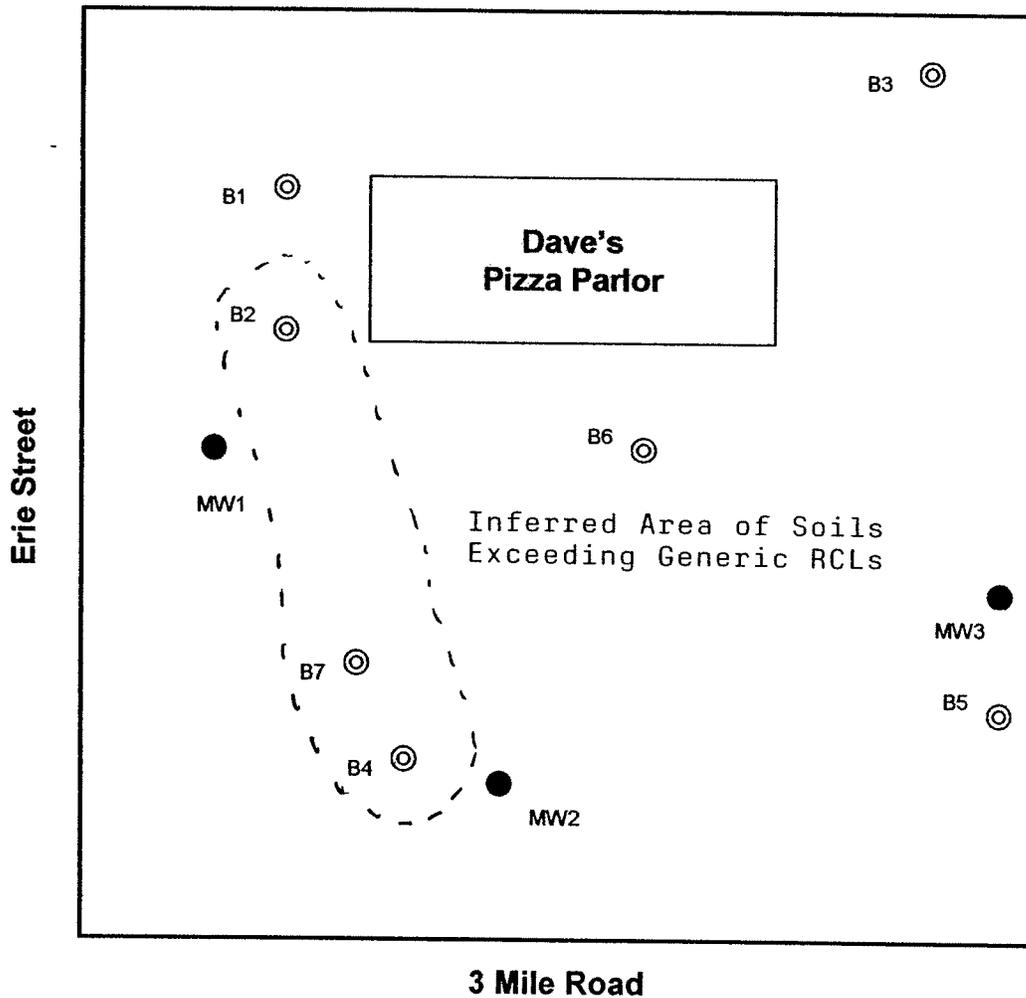
Most natural recharge to ground water is derived from precipitation. Bedrock aquifers may also recharge glacial sediments in certain limited instances. Water within the glacial sediments discharges to surface streams, Lake Michigan, and water supply wells.

The uppermost bedrock hydrostratigraphic unit in southeastern Wisconsin is the Silurian-age Niagara Dolomite. Ground water in the Niagara Dolomite is primarily found in joints, faults, and solution cavities. These openings are irregularly spaced both horizontally and vertically; however, they are generally more numerous in the upper portions of the aquifer. Therefore, the uppermost portion of the unit has the highest transmissivity. In eastern Racine County, permeable deposits of the New Berlin Formation overlie and are in good hydraulic communication with the dolomite and can be considered one aquifer. However, since the dolomite is much thicker and more extensive, the dolomite is the more significant portion of the aquifer.

## 550 3 Mile Road Racine, WI

### Monitoring Well & Boring Location

Horizontal Extent of Soil  
Exceeding Generic RCLs



Scale: 1 inch = 27 feet

Boring = ⊙

Monitoring Well = ●

Drawn by: EER  
October 2, 2007



**A geological cross section, if required as part of the SI, showing vertical extent and location of residual soil contamination exceeding generic or site specific RCLs and residual groundwater contamination, source extent and location; isoconcentrations for all groundwater contaminants that exceed PALs that remain when closure is requested; water table and piezometric elevations, and the location and elevation of geologic units, bedrock, and confining units, if any.**

A geological cross section was not required as part of the SI; however, the monitoring well field boring logs and the geoprobe boring logs are attached.

In Racine County, Silurian dolomites of the Niagara Formation are overlain by late Wisconsin (Woodfordian) glacial till and outwash. The soil borings obtained and monitoring wells installed were of shallow construction and did not continue until bedrock. It is estimated that bedrock is present at a depth of 20 to 50 feet (this estimate is based on an observation of the Vulcan Quarry sidewalls, located within one mile of the site).

The General Soil Map for Racine and Kenosha Counties, as prepared by the U.S.D.A. Soil Conservation Service, shows the site to be located in the Hebron-Montgomery-Aztalan soil association. This association consists of well drained to poorly drained soils that have a loam to silty clay subsoil; underlain by clayey to loamy lacustrine and outwash material on hills, knobs, and lake plains.

The bedrock immediately underlying the glacial deposits consists of Silurian-age dolomite of the Niagran and Alexandrian series, which is commonly referred to as the "Niagara Dolomite." The Niagara Dolomite consists of massive, fractured, buff to light gray dolomite containing reefs, chert, and shaley beds. The unit ranges in thickness from 50 to 350 feet in eastern Racine County.

Underlying the Niagara Dolomite are Ordovician-age shales, limestones, and sandstones; Cambrian-age dolomites and sandstones; and Precambrian-age intrusive igneous basement rocks.

# BADGER STATE DRILLING CO., INC.

## FIELD BORING LOG

Sheet 1 Of 1

STOUGHTON, WISCONSIN

FOR Daves Pizzeria

Env. Audit

Job No. 4270

LOCATION Racine WI

ELEV. \_\_\_\_\_

Boring No. MW-1

### GROUND WATER

While drilling \_\_\_\_\_

Time after drilling \_\_\_\_\_

Before casing removal 10'

Depth to water \_\_\_\_\_

After casing removal \_\_\_\_\_

Depth to cave-in \_\_\_\_\_

Start 5-10-06

Unit D-120

Chief J.T.

Sample No.	Moisture	Blows on Sampler		Sample Recovery	Total Blows	<b>AUTO HAMMER</b> VISUAL FIELD CLASSIFICATION AND REMARKS	Casing/Probe <u>2"</u>	Unconfined Strength	Boulders	Blows on		Drilling Method
		0/6	6/12							Casing Size	Probe Size	
						<b>Blind Drill</b> 2 1/2" Asphalt 8" base course Brown fine to med silty sand trace gravel	Weight <u>140</u>				<u>4/4</u>	<u>HSA</u>
						wet gray silty sand trace of clay	Drop <u>30</u>					
						E.O.B. 15.5' Set well 15' 10' 0.10 2" screen 6 bags filter to 4' 1 bag fine to 3' 1 bag chip to 1.5' 1 Flush 1 Concrete mix well unique # OY101 4 Drums						

STOUGHTON, WISCONSIN

FOR Davis Pizzeria

ENV. AUDIT

Job No. 4220

LOCATION RAINE WI

ELEV. \_\_\_\_\_

Boring No. M W 2

GROUND WATER		White drilling	Time after drilling	Start					
		Before casing removal	Depth to water	Unit					
		After casing removal	Depth to cave-in	Chief					
Sample No.	Moisture	Blows on Sampler	VISUAL FIELD CLASSIFICATION AND REMARKS	Casing/Probe	Unconfined Strength	Boulders	Blows on		Drilling Method
		0/6 6/12		Weight			Casing Size	Probe Size	
			Drop						
			<b>AUTO HAMMER</b>	<u>2"</u>					
			Blind drill	<u>140</u>					
			Asphalt 2" 8 1/2" base course	<u>30"</u>				<u>4/4</u>	<u>HSA</u>
			Brown fine to med sand trace gravel						
			5						
			10						
			Gray fine to med sand trace gravel						
			w/odor						
			Gray silty clay and fine sand						
			15						
			E.O.B 15' 6"						
			Set well 15'						
			7 bags sand 4'						
			1 bag fine 3'						
			25						
			1 bag chips 1 1/2'						
			1 bag concrete						
			30						
			Unique # 0Y102						
			35						
			40						
			45						
			50						

**GROUND WATER**

While drilling  
Before casing removal  
After casing removal

9'

Time after drilling

Depth to water

Depth to cave-in

Start 5-16-06

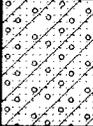
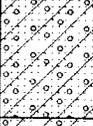
Unit D-120

Chief JT

Sample No.	Moisture	Blows on Sampler		Sample Recovery	Total Blows	Auto Hammer VISUAL FIELD CLASSIFICATION AND REMARKS	Casing/Probe 2" Weight 140 Drop 30"	Unconfined Strength	Boulders	Blows on		Drilling Method
		0/6	6/12							Casing Size	Probe Size	
						Blind drill						
						Asphalt 2" 9" Base Course					4 1/4	HSA
						Brown fine to med sand trace gravel						
						Gray fine silty sand trace gravel						
						Gray silty clay						
						E.O.B 15' 6"						
						SET WELL 15'						
						7 Bags sand 4'						
						1 Bag fine 3'						
						1 Bag chips 1 1/2'						
						Unique # <del>0Y103</del>						
						1 bag asphalt patch						
						1 bag concrete						
						1 flush mount						

# B1

Project Number	550 3 Mile Road	Drill Rig	Truck Mounted Geoprobe
Geologist	Steve Tiber	Ground Elevation	NA
Date Drilled	04/07/05	Total Depth of Borehole	12 Feet
Borehole Diameter	2 Inches	Depth to Water	7 Feet

Graphic Log	Description	Depth	Sample	Undefined	Undefined	Undefined	Completion
	Blacktop - Brown Sand with Little Gravel, Loose, Damp	0					
	Brown Sand, Loose, Wet @ 7'	5					
	Brown Sand/Brown Clay, Loose/Tight, Wet	10					
		15					
		20					
		25					
		30					
		35					

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# B2

Project Number	550 3 Mile Road	Drill Rig	Truck Mounted Geoprobe
Geologist	Steve Tiber	Ground Elevation	NA
Date Drilled	04/07/05	Total Depth of Borehole	10 Feet
Borehole Diameter	2 Inches	Depth to Water	7 Feet

Graphic Log	Description	Depth	Sample	Undefined	Undefined	Undefined	Completion
	Blacktop - Brown Sand with Little Gravel, Loose, Damp	0	█				
	Brown Sand, Loose, Wet @ 7' - Odor @ 8'	5	█				
	Fill, Brown Sand/Brown Clay, Loose/Tight, Wet - Odor	10	█				
		15					
		20					
		25					
		30					
		35					

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# B3

Project Number	550 3 Mile Road	Drill Rig	Truck Mounted Geoprobe
Geologist	Steve Tiber	Ground Elevation	NA
Date Drilled	04/07/05	Total Depth of Borehole	8 Feet
Borehole Diameter	2 Inches	Depth to Water	7 Feet

Graphic Log	Description	Depth	Sample	Undefined	Undefined	Undefined	Completion
	Blacktop - Brown Sand with Little Gravel, Loose, Damp	0					
	Brown Sand, Loose, Wet @ 7'	5					
		10					
		15					
		20					
		25					
		30					
		35					

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# B4

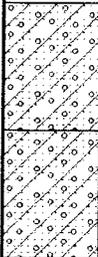
Project Number	550 3 Mile Road	Drill Rig	Truck Mounted Geoprobe
Geologist	Steve Tiber	Ground Elevation	NA
Date Drilled	04/07/05	Total Depth of Borehole	10 Feet
Borehole Diameter	2 Inches	Depth to Water	7 Feet

Graphic Log	Description	Depth	Sample	Undefined	Undefined	Undefined	Completion
	Blacktop - Brown Sand with Little Gravel, Loose, Damp	0	█				
	Brown Sand, Loose, Wet @ 7' - Odor @ 8'	5					
	Fill, Brown Sand/Brown Clay, Loose/Tight, Wet - Odor	10	█				
		15					
		20					
		25					
		30					
		35					

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# B5

Project Number	550 3 Mile Road	Drill Rig	Truck Mounted Geoprobe
Geologist	Steve Tiber	Ground Elevation	NA
Date Drilled	04/07/05	Total Depth of Borehole	8 Feet
Borehole Diameter	2 Inches	Depth to Water	7 Feet

Graphic Log	Description	Depth	Sample	Undefined	Undefined	Undefined	Completion
	Blacktop - Brown Sand with Little Gravel, Loose, Damp						
	Brown Sand, Loose, Wet @ 7'	5					
		10					
		15					
		20					
		25					
		30					
		35					

# B6

Project Number	550 3 Mile Road	Drill Rig	Truck Mounted Geoprobe
Geologist	Steve Tiber	Ground Elevation	NA
Date Drilled	04/07/05	Total Depth of Borehole	8 Feet
Borehole Diameter	2 Inches	Depth to Water	7 Feet

Graphic Log	Description	Depth	Sample	Undefined	Undefined	Undefined	Completion
	Blacktop - Brown Sand with Little Gravel, Loose, Damp	0					
	Brown Sand, Loose, Wet @ 7'	5					
		10					
		15					
		20					
		25					
		30					
		35					

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# B7

Project Number	550 3 Mile Road	Drill Rig	Truck Mounted Geoprobe
Geologist	Steve Tiber	Ground Elevation	NA
Date Drilled	04/07/05	Total Depth of Borehole	10 Feet
Borehole Diameter	2 Inches	Depth to Water	7 Feet

Graphic Log	Description	Depth	Sample	Undefined	Undefined	Undefined	Completion
	Blacktop - Brown Sand with Little Gravel, Loose, Damp	0	■				
	Brown Sand w/ Some Fill, Loose, Wet @ 7'	5					
	Brown Sand w/ Some Fill, Loose, Wet	10	■				
		15					
		20					
		25					
		30					
		35					

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**A statement signed by the responsible party, which states that he or she believes that the legal descriptions attached to the statement are complete and accurate.**  
*(The point here is that the legal descriptions are describing the correct (i.e. contaminated) properties.)*

I certify that, to the best of my knowledge, the legal descriptions attached to the statement are complete and accurate.

Form Reviewed By:

\_\_\_\_\_  
(Signature)



\_\_\_\_\_  
(Date)

10-30-07

Printed Name: Gurcharan Kapoor