

GIS REGISTRY INFORMATION

SITE NAME: Brahm's Service Station
BRRTS #: 03-65-176916 **FID # (if appropriate):** _____
COMMERCE # (if appropriate): 53115-1929-25
CLOSURE DATE: 2/14/03
STREET ADDRESS: 725 East Geneva Street
CITY: Delavan

SOURCE PROPERTY GPS COORDINATES (meters in WTM91 projection): X = 631828 Y = 240372

CONTAMINATED MEDIA: Groundwater Soil Both

OFF-SOURCE GW CONTAMINATION >ES: Yes No

IF YES, STREET ADDRESS 1: 327 South 7th Street

GPS COORDINATES (meters in WTM91 projection): X = 631781 Y = 240446

OFF-SOURCE SOIL CONTAMINATION >Generic or Site- 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 | <input checked="" type="checkbox"/> |
| Copy of most recent deed, including legal description, for all affected properties | <input checked="" type="checkbox"/> |
| Certified survey map or relevant portion of the recorded plat map (if referenced in the legal description) for all affected properties | <input checked="" type="checkbox"/> |
| County Parcel ID number, if used for county, for all affected properties | <input checked="" type="checkbox"/> |
| Location Map which outlines all properties within contaminated site boundaries on USGS topographic map or plat map in sufficient detail to permit the parcels to be located easily (8.5x14" if paper copy). If groundwater standards are exceeded, the map must also include the location of all municipal and potable wells within 1200' of the site. | <input checked="" type="checkbox"/> |
| Detailed Site Map(s) for all affected properties, showing buildings, roads, property boundaries, contaminant sources, utility lines, monitoring wells and potable wells. (8.5x14", if paper copy) This map shall also show the location of all contaminated public streets, highway and railroad rights-of-way in relation to the source property and in relation to the boundaries of groundwater contamination exceeding ch. NR 140 ESs and soil contamination exceeding ch. NR 720 generic or SSRCLs. | <input checked="" type="checkbox"/> |
| Tables of Latest Groundwater Analytical Results (no shading or cross-hatching) | <input checked="" type="checkbox"/> |
| Tables of Latest Soil Analytical Results (no shading or cross-hatching) | <input checked="" type="checkbox"/> |
| Isoconcentration map(s), if required for site investigation (SI) (8.5x14" if paper copy). The isoconcentration map should have flow direction and extent of groundwater contamination defined. If not available, include the latest extent of contaminant plume map. | <input checked="" type="checkbox"/> |
| GW: Table of water level elevations, with sampling dates, and free product noted if present | <input checked="" type="checkbox"/> |
| GW: Latest groundwater flow direction/monitoring well location map (should be 2 maps if maximum variation in flow direction is greater than 20 degrees) | <input checked="" type="checkbox"/> |
| SOIL: Latest horizontal extent of contamination exceeding generic or SSRCLs, with one contour | <input checked="" type="checkbox"/> |
| Geologic cross-sections, if required for SI. (8.5x14" if paper copy) | <input checked="" type="checkbox"/> |
| RP certified statement that legal descriptions are complete and accurate | <input checked="" type="checkbox"/> |
| Copies of off-source notification letters (if applicable) | <input checked="" type="checkbox"/> |
| Letter informing ROW owner of residual contamination (if applicable)(public, highway or railroad ROW) | <input type="checkbox"/> |
| Copy of (soil or land use) deed restriction(s) or deed notice if any required as a condition of closure | <input type="checkbox"/> |



ENVIRONMENTAL & REGULATORY SERVICES DIVISION
BUREAU OF PECFA
101 West Pleasant Street, Suite 100A
Milwaukee, Wisconsin 53212-3963
TDD #: (608) 264-8777
Fax #: (414) 220-5374
<http://www.commerce.state.wi.us>
<http://www.wisconsin.gov>
Jim Doyle, Governor
Cory L. Nettles, Secretary

February 14, 2003

Pete and Patty Brahm
W7550 Pleasant Street
Delavan, WI 53115

RE: **Final Closure**

Commerce # 53115-1929-25 WDNR BRRTS # 03-65-176916
Brahm's Service Station, 725 East Geneva Street, Delavan

Dear Mr. and Mrs. Brahm:

The Wisconsin Department of Commerce (Commerce) has received all items required for closure of the site referenced above. This site is now listed as "closed" on the Commerce database and will be included on the Wisconsin Department of Natural Resources (WDNR) Geographic Information System (GIS) Registry of Closed Remediation Sites to address residual soil and groundwater contamination.

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, appropriate measures must be implemented to assure that it is managed following all applicable regulations. If future site conditions indicate that any remaining contamination poses a threat, and subsequent information indicates a need to reopen this case, any original claim under the PECFA fund would also reopen and you may apply for assistance to the extent of remaining eligibility.

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 (414) 220-5376.

Sincerely,

A handwritten signature in black ink, appearing to read 'L. Michalets', with a long horizontal flourish extending to the right.

Linda M. Michalets
Hydrogeologist
Site Review Section

cc: Ms. Stephanie Flynn, Advent Environmental Services, Inc.
Case File

February 5, 2003

Ms. Linda Michalets
Wisconsin Department of Commerce
101 W. Pleasant Street, Suite 100A
Milwaukee, Wisconsin 53212

RECEIVED
FEB 05 2003
PECFA SITE REVIEW
MILWAUKEE OFFICE

RE: Final Closure
Brahm's Service Station, 725 E. Geneva Street, Delavan, Wisconsin
WDCOM PECFA Claim No. 53115-1929-25
WDNR BRRTS No. 03-65-176916

Dear Ms. Michalets:

Thirteen groundwater-monitoring wells on the Brahm Service Station property, 725 E. Geneva Street, Delavan, were abandoned on January 20, 2003. On January 31, 2003, Kitson Environmental Services, Inc., and Mr. Wayne Hilbelink located and abandoned monitoring well MW-10. Advent has prepared the well abandonment forms (Form 3300-5).

The enclosed forms should complete the conditions of closure. (Note: The deed notice required for MW-10 should not be necessary since the well was found and abandoned according to state guidelines). Please send written confirmation that the conditions of site closure have been met and the property has obtained final case closure.

Advent appreciates the consideration you have given this project. If you have any questions or require additional information, please contact me at (414) 371-5026, extension 3010.

Sincerely,



Stephanie Flynn
Environmental Scientist – Mequon Office

Enclosures: Well Abandonment Forms (3300-5)

Cc: Mr. and Ms. Brahm, W7550 Pleasant Street, Delavan, Wisconsin 53115

Advent Environmental Services, Inc.

P.O. Box 277
Mequon, WI 53090-0277
Fax 414 371 5021
1-800-852-7998
414 371 5020

5110 Fairview Dr., Suite A
Eau Claire, WI 54601
Fax 715 831-1507
1-800-533-1520
715 831-1500



December 12, 2002

Mr. Peter and Mrs. Patricia Brahm
Brahm's Service
W7550 Pleasant Street
Delavan, WI 53115

RE: **Conditional Case Closure**

Commerce # 53115-1929-25 WDNR BRRTS # 03-65-176916
Brahm's Service Station, 725 East Geneva Street, Delavan

Dear Mr. and Mrs. Brahm:

The Wisconsin Department of Commerce (Commerce) has reviewed the request for case closure prepared by your consultant, Advent Environmental Services, Inc., for the site referenced above. It is understood that residual soil and groundwater contamination remains on the referenced property. The groundwater contaminant plume extends onto the property to the north, identified as Barker Lumber. 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.

The following conditions must be satisfied to obtain final closure:

- A deed notice must be placed on the Barker Lumber property to address the monitoring well (MW-10) that was not properly abandoned on that property. An example of the deed language is enclosed for Barker Lumber's use. A site map with the monitoring well location (such as figure 2, "Site Map with Soil Boring and Monitoring Well Locations," from the GIS Registry packet) must be attached to the restriction. For our file, please submit a completed copy that has been signed, notarized, and recorded with the County Register of Deeds. If Barker Lumber would like to modify the language, please send me a copy for review prior to recording.
- All eleven monitoring wells must be properly abandoned. Please submit copies of the abandonment documentation to the letterhead 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. Costs associated with recording deed notices or other restrictions are not eligible for PECFA reimbursement, and the recording of these notices should not delay the claim submittal process.

Mr. and Mrs. Brahm
Commerce # 53115-1929-25 WDNR BRRTS # 03-65-176916
Brahm's Service Station, 725 East Geneva Street, Delavan
December 12, 2002
Page 2

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 (414) 220-5376.

Sincerely,



Linda M. Michalets
Hydrogeologist
Site Review Section

Enclosure: Draft "Deed Notice"

cc: Ms. Stephanie Flynn, Advent Environmental Services, Inc.
Case File

Brahm's Service Station
725 E. Geneva Street
Delavan, WI 53115

BRRTS No. 0365176916
PECFA No. 53115-1929-25
FID No. 265050610

Checklist of Documents for GIS Registry Packet

WI DNR, Bureau for Remediation and Redevelopment, PUB-RR-688

(Include with closure request – please assemble in this order, *rather than that identified on the close out form.*)

- One-time fee of \$250.00 for each case closed, for maintenance of the registry.
- Copies of the most recent deed *including legal descriptions, for all properties within or partially within the contaminated site boundaries.* (Note: If a property has been purchased with a land contract and the purchaser has not yet received a deed, a copy of the land contract should be submitted instead of the most recent deed. If the property has been inherited, written documentation of the property transfer should be submitted along with the most recent deed.)
- 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.* (lots on subdivided or platted property (e.g. lot2 of xyz subdivision))
- Parcel identification number for each property, if the county in which the property is located uses parcel identification numbers.
- A location map which outlines all properties within the contaminated site boundaries in sufficient detail to permit the easy location of all parcels. (If only one parcel, combine with next item.)
- A map of all contaminated properties within site boundaries, showing buildings, roads, property boundaries, contaminant sources, utility lines, monitoring wells and potable wells.
- A table of the most recent analytical results from all monitoring wells, and any potable wells for which samples have been collected, with sample collection dates. (without shading/crosshatching)
- An isoconcentration map, if available from the site investigation (SI), of the contaminated properties within the site boundaries. The map should include the areal extent of groundwater contamination exceeding PALs, groundwater flow directions based on the most recent data, and sample dates.
If an isoconcentration map is not available from the SI, substitute the following two maps from the SI, based on the most recent data.
 - A groundwater flow direction map, based on the most recent data.
 - A map showing the horizontal extent of contamination, based on most recent data.
- A geologic cross section, if available from the SI, showing vertical extent and location of soil and groundwater contamination, source extent and location; isoconcentrations for all groundwater contaminants that exceed PALs; water table and piezometric elevations, and the location and elevation of geologic units, bedrock, and confining units, if any.
- 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.)*
- A copy of the letters sent by the RP to all owners of properties with groundwater exceeding ESs (including the current source-property owner, if the RP is not the current source-property owner.) *(Off source properties are listed separately with a link to the source property.)*
- A copy of notification provided to City/village/municipality/state agency responsible for maintenance of a road right-of-way, within or partially within the boundaries of the contaminated site.
- Geographic position of all properties within or partially within the contaminated site boundaries. *The coordinates need to be for a spot located at least 40 feet inside the property boundary. Refer to NR 716.15(2)(d)7, and (k). The coordinates must be in WTM91 projection. See the following WDNR website address for assistance: www.dnr.state.wi.us/org/at/et/geol/gwur/index.htm .*

THIS SPACE RESERVED FOR RECORDING DATA

THIS INDENTURE, Made this 29th day of February, A. D. 1968,
between THE TRUST CREATED UNDER THE LAST WILL AND
TESTAMENT OF CHARLES D. MC COMMONS, DECEASED, and
MARY V. BRUCE, a widow, individually
..... parties of the first part, and
CLARENCE C. BRAHM and ELIZABETH A. BRAHM, his wife

..... part. ies. of the second part,
Witnesseth, That the said part. ies of the first part, for and in consideration
of the sum of One (\$1.00) Dollar and other good and
valuable consideration
to..... ~~them~~ hand paid by the said part. ies. of the second part, the receipt
whereof is hereby confessed and acknowledged, ha. ve. given, granted, bargained, sold, remised, released, aliened,
conveyed and confirmed, and by these presents do..... give, grant, bargain, sell, remise, release, alien, convey, and
confirm unto the said part. ies. of the second part,..... their..... heirs and assigns forever, the following
described real estate, situated in the County of Walworth..... and State of Wisconsin, to-wit:

RETURN TO

The E. 60 ft. of Lot 35, in Block 13, of Passage, Aram &
Downie's Addition to the Village (now City) of Delavan,
according to the recorded plat thereof in Vomume 2 of
Plats, on page 3, in the Office of the Register of Deeds
of Walworth County, Wisconsin, and all that part or
portion of Lot 35, of Block 13, of Passage, Aram &
Downie's Addition to the Village (now City) of Delavan,
actually occupied by the building known as "McCommons
Buick Garage".

(IF NECESSARY, CONTINUE DESCRIPTION ON REVERSE SIDE)

Together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise
appertaining; and all the estate, right, title, interest, claim or demand whatsoever, of the said part. ies. of the
first part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises, and
their hereditaments and appurtenances.

To Have and to Hold the said premises as above described with the hereditaments and appurtenances, unto
the said part. ies. of the second part, and to..... their..... heirs and assigns FOREVER.

And the said Trust Created Under the Last Will and Testament
of Charles D. McCommons, Deceased, and Mary V. Bruce
for. itself, its..... heirs, executors and administrators, do..... covenant, grant, bargain, and
agree to and with the said part. ies of the second part, their..... heirs and assigns, that at the time of the
ensealing and delivery of these presents..... they are..... well seized of the premises above described, as of a
good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are
free and clear from all incumbrances whatever,

and that the above bargained premises in the quiet and peaceable possession of the said part. ies of the second
part, their..... heirs and assigns, against all and every person or persons lawfully claiming the whole or any part
thereof, will..... will forever WARRANT AND DEFEND.

In Witness Whereof, the said part. ies. of the first part ha. ve hereunto set their hand. s. and
seal. this 29th day of February, A. D., 19. 68.

SIGNED AND SEALED IN PRESENCE OF

Janet P. Koerber
Janet P. Koerber
Lorraine Steinberg
Lorraine Steinberg

The Trust Created Under the Last ~~Will~~
Will and Testament of Charles D. McCommons
Deceased.

Mary V. Bruce (SEAL)
Mary V. Bruce, Trustee
Charles W. McCommons (SEAL)
Mary V. Bruce (SEAL)
Mary V. Bruce (SEAL)

State of Wisconsin,
Milwaukee County. } Personally came before me, this 13th day of February, A. D., 1968,
the above named MARY V. BRUCE, a Trustee of the Trust created under the Last
Will and Testamant of Charles D. McCommons, deceased, and Mary V. Bruce
to me known to be the person.... who executed the foregoing instrument and acknowledged the same.

THIS INSTRUMENT WAS DRAFTED BY

NOTARY
SEAL

JANET P. KOERBER
Attorney at Law

Janet P. Koerber
Notary Public, Wisconsin

My commission (~~term~~) (is) Permanent

(Section 39.51 (1) of the Wisconsin Statutes provides that all instruments to be recorded shall have plainly printed or typewritten thereon
the names of the grantors, grantees, witnesses and notary. Section 39.513 similarly requires that the name of the person who, or govern-
mental agency which, drafted such instrument, shall be printed, typewritten, stamped or written thereon in a legible manner.)

STATE OF KANSAS)
COUNTY OF Wichita

SS Personally came before me this 20th day of

February, 1968, the above named Charles W. McCommons, to me known to be the person who executed the foregoing instrument and acknowledged the same.

W. W. [Signature]
Notary Public,

Wichita County, Kansas

My Commission: 2-1-68

No.

TO

Warranty Deed

This instrument should be immediately placed on file to avoid
trouble and litigation.

This space reserved for
Register of Deeds

Return to

17859

This Article of Agreement,

Made and concluded this _____ day of _____, A. D. 1976, by and between Clarence C. Brahm and Elizabeth Brahm

part. ies. of the first part, and Peter F. Brahm and Patricia S. Brahm, his wife

part. ies. of the second part.

Witnesseth, First, That the said part ies. of the second part hereby agree and bind their legal representatives, to pay or cause to be paid, to the said part. ies. of the first part, their heirs, or assigns, the sum of Eighty Two Thousand Five Hundred and no/100 Dollars, in the manner following: No Dollars, at the ensuing and delivery hereof:

The parties of the second part agree to pay the sum of Eighty Two Thousand Five Hundred (\$82,500.00) Dollars at the rate of Seven (7%) per cent annual interest in installment payments of Six Hundred Two and 19/100 (\$602.19) Dollars a month for 276 payments, the last payment being a partial payment twenty three years hence. Said payments to coincide with the schedule of amortized payments annexed hereto and made a part of this agreement.

The said payments to be made to the part. ies. of the first part, at Delavan, Wisconsin

and the same being intended to apply, when fully completed as the purchase money for the following tract, piece or parcel of land, situated in the County of Walworth and State of Wisconsin, to-wit:

The East 120 feet of Lot 35 in Block 13 of Passage, Aram & Downie's Addition to the Village (now City) of Delavan, Walworth County, Wisconsin.

Tax Key No. XOP-00040

It is understood between the parties hereto that no fence of any nature or description shall be erected on the above described premises during the duration of this land contract.

No prepayment shall be allowed under this land contract or under the mortgage option provisions contained herein.

The said part. ies. of the second part further agree that they will pay, when due and payable, all taxes and assessments which have been assessed or levied on the above described premises since the 1st day of January, A. D. 19_____, and also all such as may be hereafter assessed or levied thereon or upon the interest of said part. ies. of the first part in said premises; and also all taxes and assessments now or hereafter assessed or levied against any mortgage which may exist against said premises or against the note or the indebtedness secured by such mortgage or against the interest in said premises of any party holding a mortgage against said premises during the term of this contract, and promise and agree that the interest of the part. ies. of the first part and the interest of the part. ies. of the second part in said real estate and the interest of any party holding a mortgage against said real estate during the term of this contract, shall be assessed for taxation and taxed together, without separate valuation as unincumbered real estate and shall be paid by the said part. ies. of the second part and the said part. ies. of the second part hereby waive all rights of offsets or deductions because of the payment of any such taxes and assessments, until the aforesaid purchase money shall be fully paid, in the manner above stated.

The part. ies. of the second part further agree that the said part. ies. of the first part shall insure and keep insured against loss or damage the building now on said premises and such as may hereafter be erected thereon during the life of this contract in the sum of at least Eighty Two Thousand Five Hundred Dollars, against loss or damage by fire.

_____ in the name of the part. ies. of the first part as owner in fee, with clause in said policy that the said part. ies. of the second part have a land contract interest therein and the loss, if any, under such insurance shall be payable to the said part. _____ of the first part to the extent of their interest and the surplus, if any, to the said part. ies. of the second part, subject, however, to the rights of mortgagees, if any, respecting such insurance; such policy or policies to be held by the said part. ies. of the first part, their heirs, legal representatives or assigns, as collateral to this contract; and the said part. ies. of the second part shall pay the premium on such policy or policies when due, and in case of the failure or neglect of the said part. ies. of the second part to pay such premiums when due, said part. ies. of the first part, their heirs, legal representatives or assigns may pay the same and charge the cost thereof with interest thereon at the legal rate, to the said part. ies. of the second part, and the same shall be considered and taken to be an additional part of the consideration of this contract.

The parties of the second part further agree to hold the said premises from the date hereof, as the tenant... by sufferance of the said parties of the first part, subject to be removed as tenants holding over, by process under the statute in such case made and provided, whenever default shall be made in the payment of any of the installments of purchase money, interest, taxes, assessments or insurance premiums as above specified; and also to keep the building, fences and improvements on said premises in as good repair and condition as they now are, except ordinary wear and decay, and not to do any act whatsoever which tends to depreciate the value of said premises.

Second, That the said parties of the first part hereby agree and bind their heirs, executors and administrators, that in case the aforesaid sum of Eighty Two Thousand Five Hundred dollars, with the interest and other moneys shall be fully paid and all the conditions herein provided shall be fully performed at the times and in the manner above specified, they will on demand, thereafter cause to be executed and delivered to the said parties of the second part, or their heirs or legal representatives, a good and sufficient Warranty Deed, in fee simple, of the premises above described, free and clear of all legal liens and incumbrances, except the taxes and assessments herein agreed to be paid by the parties of the second part, and except any liens or incumbrances created by the act or default of the parties of the second part, their heirs, legal representatives or assigns. (Parties of the first part agree that upon the payment of the 190th installment, that the above land contract may be converted to a Mortgage Contract at the option of the parties of the second part.)

Third, It is distinctly agreed and understood by and between the parties hereto, that if the said parties of the second part shall fail to make any of the payments of purchase money and interest above specified, at the times and in the manner above specified, or fail to pay the taxes and assessments, or fail to insure and keep insured the premises herein as above stipulated, or fail to pay any or all insurance premiums herein specified, or violate any other terms or conditions herein contained, this agreement shall at the option of the said parties of the first part be henceforth utterly void without any notice whatsoever, and all payments thereon forfeited, subject to be revived and renewed only by the act of the parties of the first part, or the mutual agreement of both parties; and whenever such default or violation shall occur, the parties of the second part shall have no further right to collect rents from tenants, if any, of the said real estate, or any part thereof, but such rents shall be collected by, and belong to the parties of the first part.

The said parties of the second part further promise and agree that in case of the commencement of an action to foreclose this contract and also in case of the foreclosure thereof, they will pay in addition to the taxable costs and expenses incurred, a reasonable sum of money as attorney's fees.

In Witness Whereof, the said parties have hereunto set their hands and seals this 31st day of July, A. D. 1976.

SIGNED AND SEALED IN PRESENCE OF

Charles P. Reiter

Terri A. Melcher

State of Wisconsin, Milwaukee County.

Clarence C. Brahm (SEAL)
Elizabeth Brahm (SEAL)
Peter F. Brahm (SEAL)
Patricia S. Brahm (SEAL)

Personally came before me, this 31st day of July, A. D. 1976, the above named Clarence C. Brahm, Elizabeth Brahm, Peter F. Brahm and Patricia S. Brahm

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

Charles P. Reiter
Notary Public, Milwaukee County, Wis.

My commission expires 12 months, A. D. 1977

This instrument was drafted by Charles P. Reiter

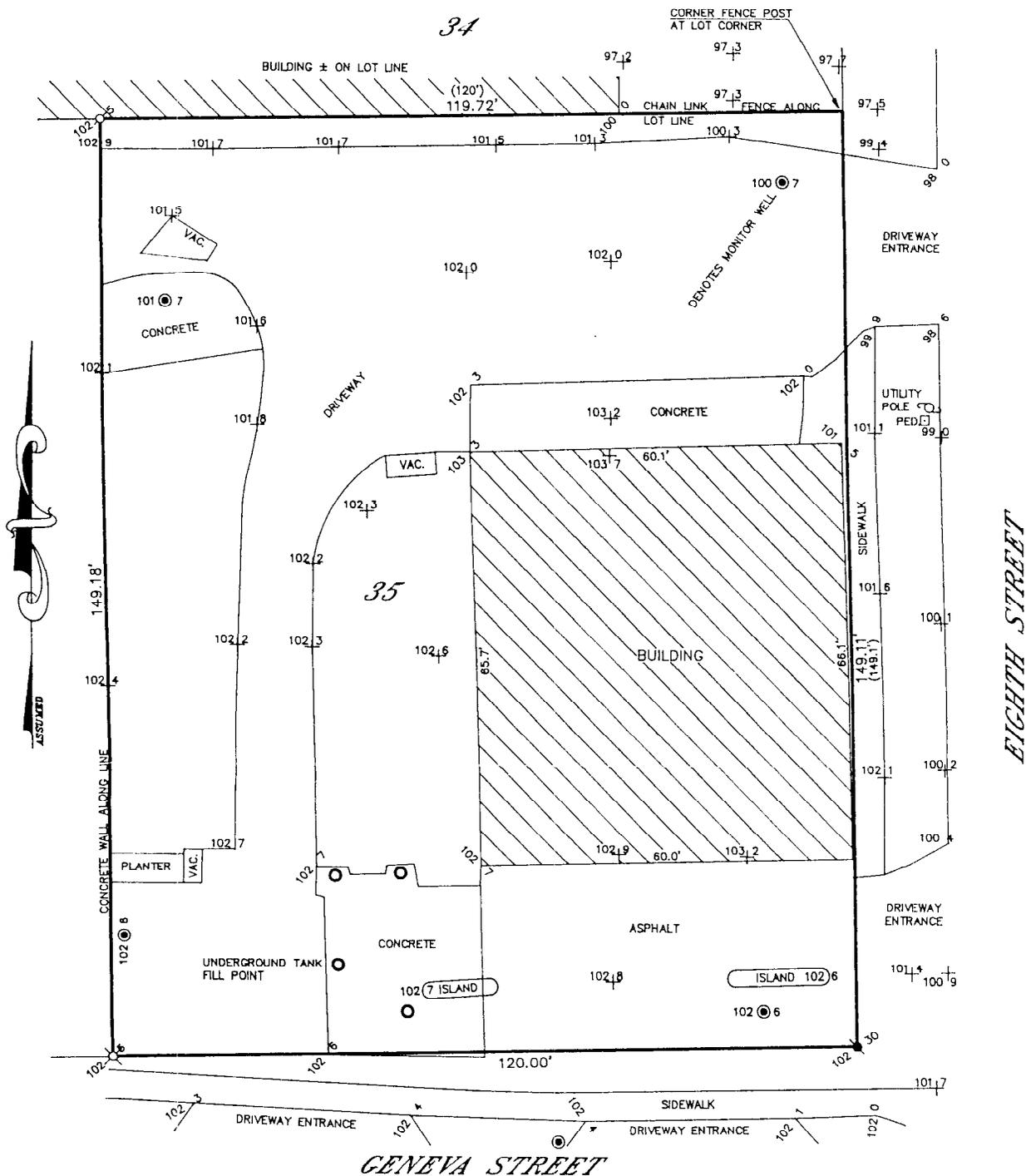
No.
Clarence C. Brahm and
Elizabeth Brahm
TO
Peter F. Brahm and
Patricia S. Brahm
Premises

Land Contract
This instrument should be immediately placed on file to avoid possible and litigation.

RECORDED IN VOL 288
PAGE 413
JUN 7 AM 11 21
REG. OF DEEDS
MILWAUKEE COUNTY, WIS
Charles P. Reiter

Return to
C.P. Reiter
700 N. Milwaukee St
Milwaukee, Wis. 53202
WISCONSIN LEGAL BLANK COMPANY
MILWAUKEE, WISCONSIN

**WALWORTH COUNTY
SURVEYING & MAPPING
P. O. BOX 1115
LAKE GENEVA, WISCONSIN 53147
262-248-0505**



GENEVA STREET

PLAT OF SURVEY OF

THE EAST 120 FEET OF LOT 35 IN BLOCK 13 OF PASSAGE, ARAM & DOWNIE'S ADDITION TO THE VILLAGE (NOW CITY) OF DELAVAN, WALWORTH COUNTY, WISCONSIN.

ORDERED BY: GRUBB & ELLIS
411 EAST WISCONSIN AVENUE CONCOURSE
MILWAUKEE, WISCONSIN 53202

GRAPHIC SCALE



(IN FEET)
1 inch = 20 ft.

- ⊘—IRON PIPE FOUND
- ⊘—IRON ROD FOUND
- CONCRETE MONUMENT FOUND
- IRON PIPE PLACED
- ()—RECORDED AS

I HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE ABOVE MAP IS A TRUE REPRESENTATION THEREOF AND SHOWS THE SIZE AND LOCATION OF THE PROPERTY, ITS EXTERIOR BOUNDARIES, THE LOCATION OF ALL VISIBLE STRUCTURES AND DIMENSIONS OF ALL PRINCIPAL BUILDINGS THEREON, BOUNDARY FENCES, APPARENT EASEMENTS, ROADWAYS AND VISIBLE ENCROACHMENTS, IF ANY, TO THE BEST OF MY KNOWLEDGE AND BELIEF.

THIS SURVEY IS MADE FOR THE USE OF THE PRESENT OWNERS OF THE PROPERTY AND ALSO THOSE WHO PURCHASE, MORTGAGE OR QUARANTEE THE TITLE THERETO WITHIN ONE (1) YEAR FROM DATE HEREOF.

Robert M. Baerenwald
ROBERT M. BAERENWALD
WISCONSIN REGISTERED LAND SURVEYOR, S-1508

DATE JUN. 31, 2002
JOB NO. 6855

NOTE: THIS IS NOT A CERTIFIED COPY UNLESS SEALED.

180170

Document No.

ORIGINAL DOCUMENT

DEED BY CORPORATION

RE30055 88 (Replaces RC110)

THIS DEED, made by Barker Lumber Company

a corporation duly organized and existing under the laws of the State of Wisconsin and duly authorized to transact business in the State of Wisconsin, with its principal place of business at 327 So. 7th Avenue City of Delavan County of Walworth State of Wisconsin grantor, conveys and warrants to The City of Delavan grantee, for the sum of Five Hundred and No/100ths (\$500.00) Delavrs the following described real estate in Walworth County, Wisconsin:

This space reserved for recording data
RECORDED IN VOL 461
PAGE 309
'89 JUL 6 PM 3 39
LOIS M. KETTERHAGEN
REG. OF DEEDS
WALWORTH COUNTY, WIS
Return to: Dept. of Trans ⁶⁻⁰⁰

(LEGAL DESCRIPTION is attached hereto and made a part hereof by reference.)

FEE
12
EXEMPT

The consideration stated is payment in full for the property described and includes full compensation for items of damage set forth in s. 32.09, Wisconsin Statutes, assuming the completion of the improvements contemplated by the relocation order or orders upon which this instrument is based. Compensation for additional items of damage listed in s. 32.195, Wisconsin Statutes, has not been included. If any such items are shown to exist the owner may file claims as provided in s. 32.20, Wisconsin Statutes.
Exempt from fee: s. 77.25(12)

J. Edward Clair
(Officer) J. Edward Clair
(Title) Secretary

Charles G. Spooner
(Officer) Charles G. Spooner
(Title) President

Subscribed and sworn to before me this date 6/27/89

(SEAL)

Joann C. Kooistra
Joann C. Kooistra Notary Public, State of Wisconsin

My commission expires 2-21-93

The Wisconsin Department of Transportation Parcel No. 15

Project I.D. 3171-02-01

This instrument was drafted by

I hereby certify that I have on this 7th day of July, 19 89, microphotographed the above document in accordance with standards established by Sec. 228.03 (1) of Statutes and with established procedures. Kette Jansen, Camera Operator.

Parcel 15

Fee Title in and to the following tract of land in City of Delavan, Walworth County, State of Wisconsin, described as:

A parcel of land in the SW 1/4 of the SW 1/4 of Section 17, T2N, R16E, described as follows:

Beginning at the SW corner of Lot 33, Block 13, Passage, Aram and Downie Addition to Village (Now City) of Delavan; thence N01°44'11"W, parallel with and 41.25 feet Easterly of, as measured normal to the centerline of 7th Street/STH 50, 61.41 feet more or less; thence S05°33'01"E 61.54 feet, more or less, to the South line of said Lot 33; thence Westerly along said South line to the point of beginning.

The above parcel contains 0.01 acres more or less of which 0.00 acres was previously conveyed or dedicated for highway purposes.

Also, a Temporary Limited Easement for the right to construct, cut and/or fill slopes, including for such purpose the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for such public purpose, including the right to preserve, protect, remove or plant thereon any vegetation that the highway authorities may deem necessary or desirable, in and to the State of Wisconsin, described as:

In the SW 1/4 of the SW 1/4 of Section 17, T2N, R16E, City of Delavan, Walworth County, Wisconsin, described as follows:

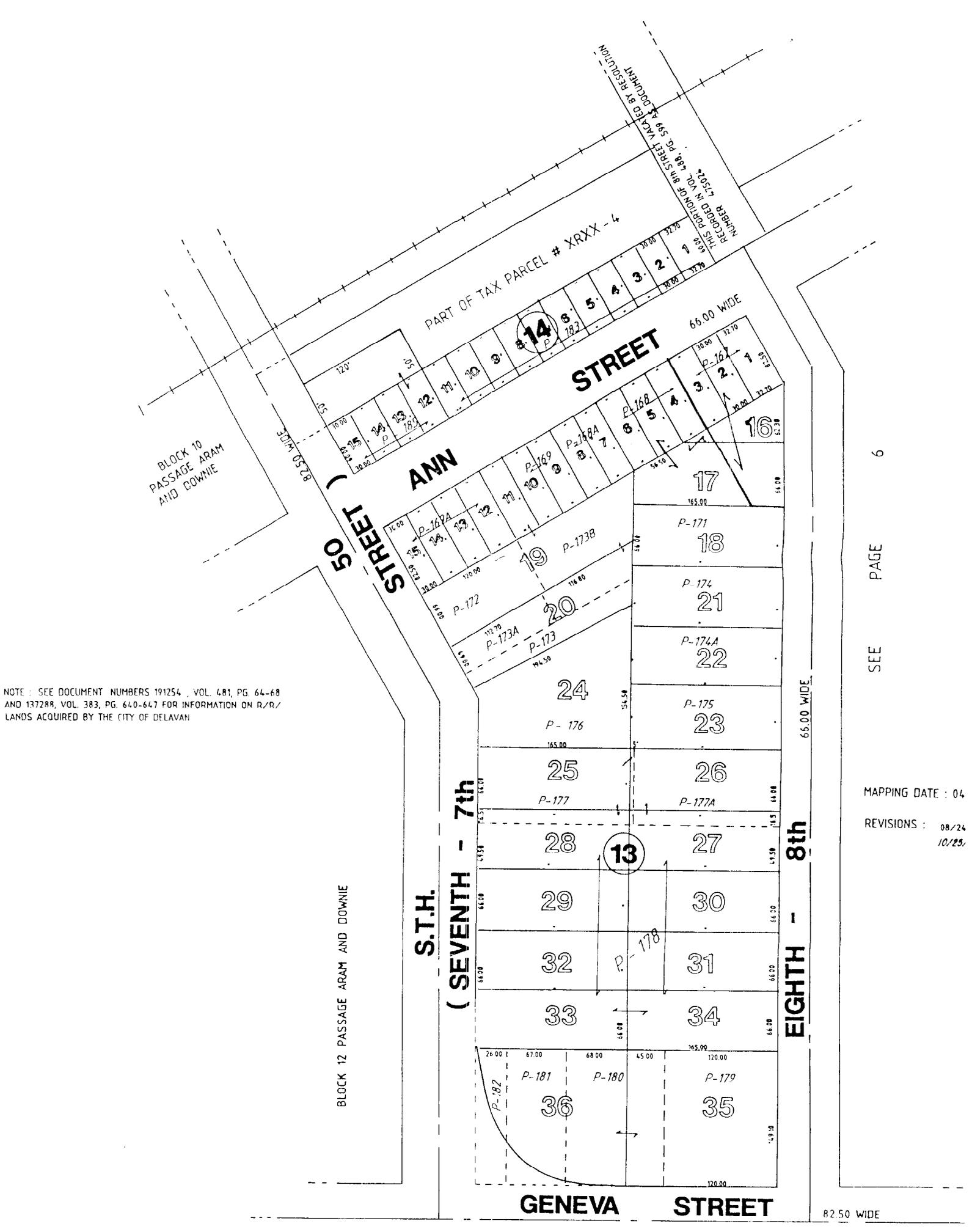
A 15 foot wide strip of land East of and adjoining the East line of 7th Street/STH 50 between normal lines from points in the centerline of said 7th Street, 193 feet and 253 feet North of the intersection of said centerline of 7th Street with the centerline of Geneva Street, said strip intended to be the West 15 feet of the South 60 feet of Lot 33, Block 13, Passage, Aram and Downie Addition to the Village (Now City) of Delavan.

The above easement is to terminate upon the completion of this project or on the day the highway is open to the traveling public, whichever is later.

PASSAGE ARAM AND DOWNIE SL

BLOCKS 13 & 14

CITY OF DELAVAN



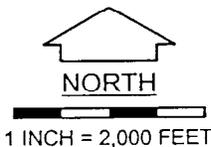
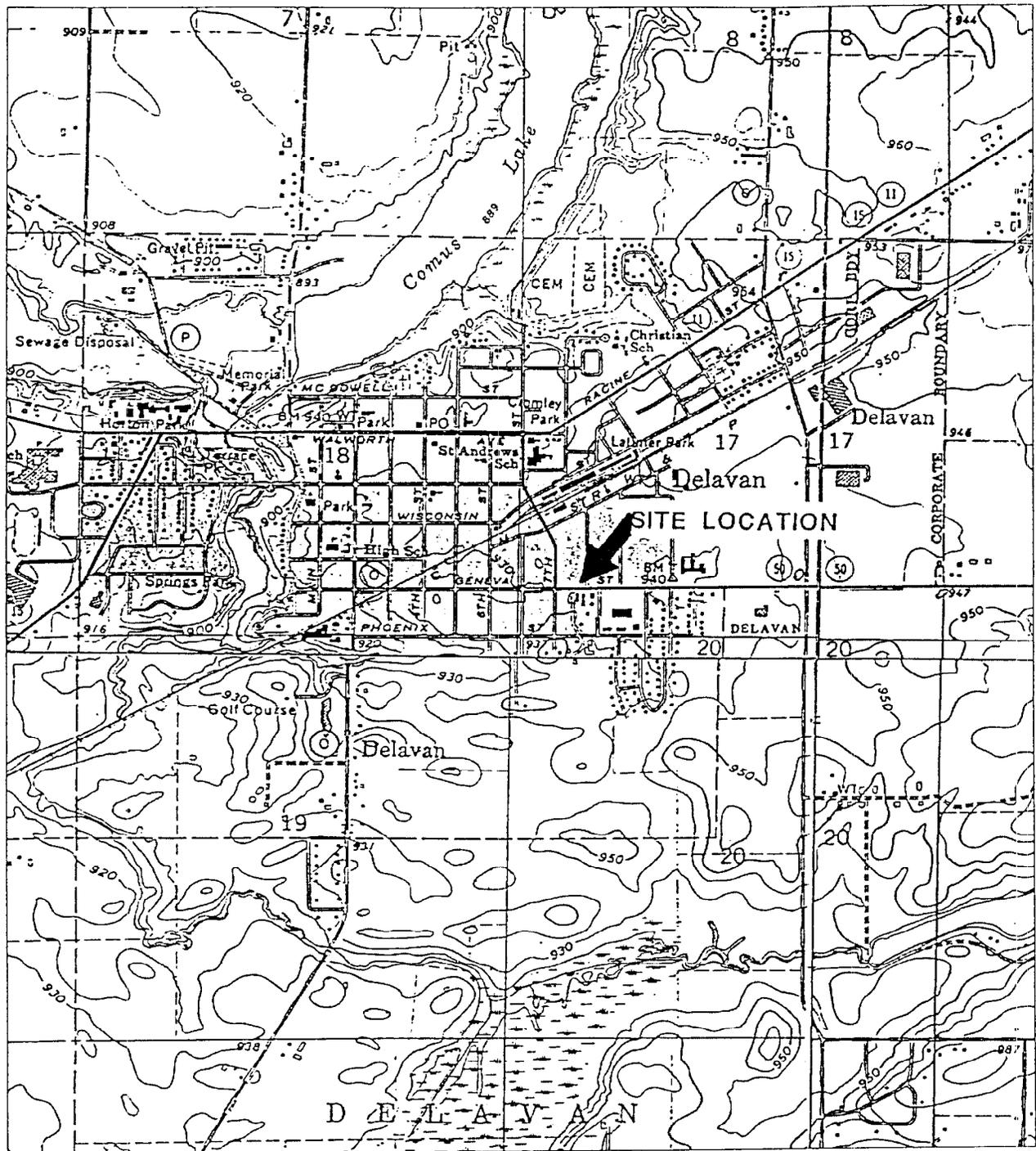
SEE PAGE 6

MAPPING DATE : 04
 REVISIONS : 08/24
 10/25

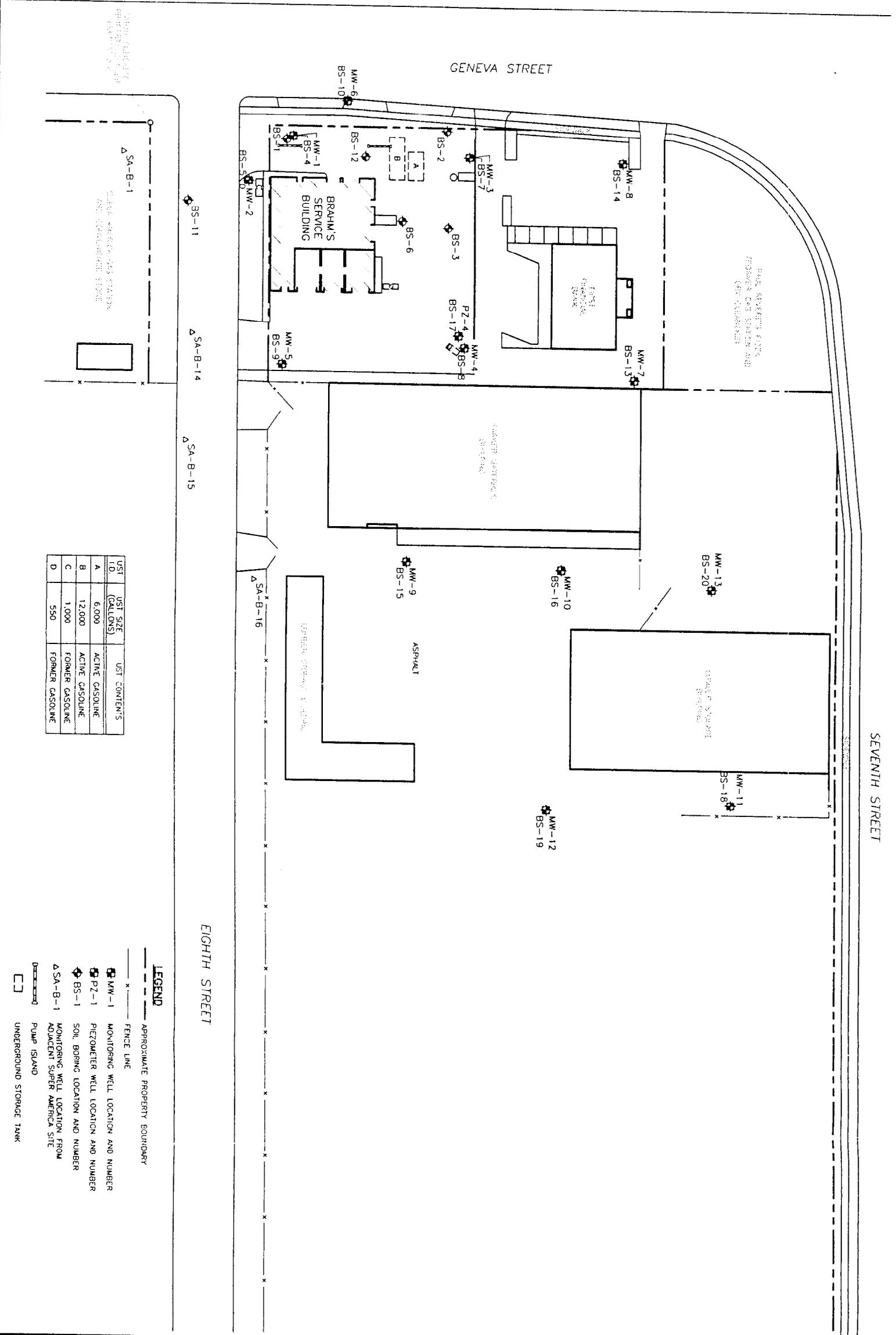
PARCEL IDENTIFICATION NUMBER

Brahm's Service Station Property – 725 Geneva Street, Delavan, Wisconsin
Parcel Identification Number is XP-00179

Barker Lumber Company Property – 327 South 7th Street, Delavan, Wisconsin
Parcel Identification Numbers are XP-00173 and XP-00176



<p>BASE MAP DEVELOPED FROM THE DELAVAN, ELKHORN, SHARON, AND WALWORTH, WISCONSIN U.S.G.S. TOPOGRAPHIC MAPS, DATED 1960, PHOTOREVISED 1971.</p> <p>SW 1/4, SW 1/4, SEC 17, T2N, R16E</p>	<p>DRAWN BY: CCM APPROVED BY: DATE: 8/08/02 PROJ. 970147.02</p>	<p>FIGURE 1 SITE LOCATION MAP BRAHM'S SERVICE DELAVAN, WISCONSIN</p> <p>ADVENT ENVIRONMENTAL SERVICES, INC.</p>
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APPROXIMATE PROPERTY BOUNDARY
 GENEVA STREET, SIX SECTIONS
 AND UNDERGROUND STORAGE TANK

RAILROAD TRACKS
 (FORMER) AND
 (CURRENT)

ASPHALT DRIVEWAY

UNDERGROUND STORAGE TANK

ASPHALT

GRAVEL DRIVEWAY

UST I.D.	UST SIZE (GALLONS)	UST CONTENTS
A	6,000	ACTIVE GASOLINE
B	12,000	ACTIVE GASOLINE
C	1,000	FORMER GASOLINE
D	550	FORMER GASOLINE

LEGEND

- APPROXIMATE PROPERTY BOUNDARY
- x-x- FENCE LINE
- ⊕ MW-1 MONITORING WELL LOCATION AND NUMBER
- ⊕ PZ-1 PIEZOMETER WELL LOCATION AND NUMBER
- ⊕ BS-1 SOIL BORING LOCATION AND NUMBER
- △ SA-B-1 MONITORING WELL LOCATION FROM ADJACENT SUPER AMERICA SITE
- PUMP ISLAND
- UNDERGROUND STORAGE TANK

FIGURE 2
 SITE MAP WITH SOIL BORING AND
 MONITORING WELL LOCATIONS
 BRAHM'S SERVICE
 DELAWARE, WISCONSIN



DATE: 8/14/02
 PROJ# 92014702.D2

DRAWN BY: CCM
 APPROVED BY:

TABLE 3
GROUNDWATER ANALYTICAL RESULTS
BRAHM'S SERVICE
DELAVAN, WISCONSIN

MW-1

Date	Benzene	Ethyl- benzene	Toluene	Xylene (Total)	TMB (Total)	MTBE	Methylene Chloride	Naph- thalene	GRO (ppm)
07/30/98	2,600	1,100	<i>850</i>	<i>5,400</i>	3,180	<100	*1,600	2,600	30,000
01/22/99	4,300	1,000	2,400	<i>6,900</i>	1,590	220	<53	730	NA
11/22/00	2,900	1,570	163	<i>8,730</i>	3,100	155	NA	NA	26,200
02/13/01	1,250	1,270	386	<i>7,130</i>	2,960	<50	NA	NA	13,500
06/07/01	1,880	1,420	111	<i>7,420</i>	3,780	382	NA	822	18,900
09/21/01	1,460	1,200	82	<i>5,960</i>	2,105	110	NA	669	19,200
12/14/01	1,060	1,040	69	<i>4,590</i>	1,947	74.5	NA	315	19,400
03/22/02	449	1,140	81	<i>5,230</i>	2,298	47.7	NA	678	13,300

MW-2

07/30/98	840	1,300	<250	<i>3,600</i>	5,030	<100	*1200	2,200	38,000
01/22/99	610	1,200	<50	<i>3,200</i>	3,760	<20	<53	520	NA
11/22/00	486	1,050	<25	<i>3,190</i>	2,153	40	NA	NA	15,600
02/13/01	529	1,090	37	<i>3,420</i>	2,337	36	NA	NA	22,000
06/07/01	383	572	20	<i>1,450</i>	1,420	66	NA	267	12,300
09/21/01	593	765	21	<i>1,850</i>	2,071	57	NA	327	14,300
12/14/01	327	651	10	<i>1,540</i>	1,740	37	NA	154	12,600
03/22/02	527	822	<50	<i>2,040</i>	2,179	<20	NA	248	12,100

MW-3

07/30/98	17	13	<0.5	<i>34</i>	1,190	<0.2	<0.53	25	13,000
01/22/99	21	0.78	<0.5	0.60	20	2.10	<0.53	<2	NA
06/07/01	<0.5	<0.5	<0.5	<0.5	<2	4.16	NA	NA	69
09/21/01	<0.5	<0.5	<0.5	<0.5	<2	<0.2	NA	26	409
12/14/01	<0.5	<0.5	<0.5	0.89	<2	<0.2	NA	21	417
03/22/02	<0.5	<0.5	<0.5	<0.5	<2	<0.2	NA	21	378

MW-4

07/30/98	360	2,200	71	<i>6,500</i>	3,930	270	*49	530	29,000
7/30/98 Dup	400	2,300	110	<i>6,600</i>	3,860	310	*0.67	640	43,000
01/22/99	690	1,900	40	<i>5,800</i>	2,400	260	<27	820	NA
1/22/99 Dup	700	2,000	<50	<i>6,100</i>	2,640	240	<53	650	NA
11/22/00	1,800	2,980	227	<i>8,080</i>	6,410	184	NA	NA	72,500
02/13/01	1,780	2,630	80	<i>7,470</i>	4,329	91	NA	NA	37,500
06/07/01	2,030	2,670	84	<i>7,600</i>	3,857	100	NA	<200	25,300
09/21/01	1,810	2,380	72	<i>5,730</i>	2,896	141	NA	686	22,400
12/14/01	1,390	1,920	76	<i>4,300</i>	2,215	90	NA	313	23,800
03/22/02	1,650	2,500	160	<i>5,870</i>	2,997	102	NA	982	17,800
3/22/02 Dup	1,590	2,540	268	<i>6,080</i>	3,234	114	NA	1400	14,900
NR 140 ES	5	700	1,000	10,000	480	60	5.00	40	NS
<i>NR 140 PAL</i>	<i>0.50</i>	<i>140</i>	<i>200</i>	<i>1,000</i>	<i>96</i>	<i>12</i>	<i>0.50</i>	<i>8</i>	<i>NS</i>

ES - Enforcement standards

PAL - Preventive Action Limits

TMB - Trimethylbenzene

NS - No standard established in WAC NR 140

NA - Not analyzed

Samples reported in parts per billion (ppb)

* Methylene Chloride is used in the laboratory for extraction.

Bolded numbers represent ES exceedences

Italicized Numbers represent PAL exceedences

For a complete list of chemicals analyzed, see the Environmental Site Investigation (1999).

TABLE 3
GROUNDWATER ANALYTICAL RESULTS
BRAHM'S SERVICE
DELAVAN, WISCONSIN

PZ-4

Date	Benzene	Ethyl-benzene	Toluene	Xylene (Total)	TMB (Total)	MTBE	Methylene Chloride	Naphthalene	GRO (ppm)
10/08/98	12	20	<0.5	45	140	1.40	*5.6	12	1,800
01/22/99	2.50	8.90	<0.5	4.70	<3	4.60	<0.53	2.00	NA
02/13/01	<0.5	<0.5	<0.5	<0.5	<2	<0.2	NA	NA	<50
06/07/01	<0.5	<0.5	<0.5	<0.5	<2	1.08	NA	NA	<50
09/21/01	<0.5	<0.5	<0.5	<0.5	<2	0.99	NA	<2	<50
12/14/01	<0.5	0.69	0.56	0.67	<2.25	1.15	NA	<2	83
03/22/02	<0.5	<0.5	<0.5	<0.5	<2	0.92	NA	<2	<50

MW-5

07/30/98	1.30	55	0.99	88	87	<0.2	<0.53	16	680
01/22/99	<5	370	6.00	700	485	<2	<0.53	97	NA
02/13/01	0.65	43	1.67	20	37	1.06	NA	13	802
06/07/01	4.51	68	0.99	61	74	3.21	NA	20	575
09/21/01	22.1	402	<5	584	548	15.2	NA	36	3,990
12/14/01	32.1	667	7.38	1170	934	25.9	NA	187	6,280
03/22/02	31.8	588	5.47	986	993	21.4	NA	185	6,560

MW-6

07/30/98	39	0.52	<0.5	8.20	<3.2	13	<0.53	<2	190
01/22/99	1.00	<0.5	<0.5	<0.5	<2	22	<0.53	<2	NA
02/13/01	<0.5	<0.5	<0.5	<0.5	<2	1.00	NA	NA	<50
09/21/01	<0.5	<0.5	<0.5	<0.5	<2	<0.2	NA	<2	<50
12/14/01	<0.5	<0.5	<0.5	0.59	<2	<0.2	NA	<2	65
03/22/02	<0.5	<0.5	<0.5	0.59	<2	<0.2	NA	<2	<50

MW-7

08/19/98	<0.5	<0.5	<0.5	<0.5	<2	<0.2	<0.53	<2	70
01/22/99	<0.5	<0.5	<0.5	<0.5	<2	<0.2	<0.53	<2	NA
02/13/01	<0.5	<0.5	<0.5	<0.5	<2	17.20	NA	NA	<50
06/07/01	<0.5	<0.5	<0.5	<0.5	<2	2.98	NA	NA	<50
09/21/01	0.62	0.69	<0.5	1.29	<2	<0.2	NA	11	247
12/14/01	0.53	1.03	<0.5	1.67	<9.27	3.88	NA	2.85	289
03/22/02	<0.5	<0.5	<0.5	<0.5	<2	2.03	NA	6.30	58

MW-8

08/19/98	<0.5	<0.5	<0.5	<0.5	<2	<0.2	<0.53	<2	<50
01/22/98	<0.5	<0.5	<0.5	<0.5	<2	<0.2	<0.53	<2	NA
06/07/01	<0.5	<0.5	<0.5	<0.5	<2	<0.2	NA	NA	<50
09/21/01	<0.5	<0.5	<0.5	<0.5	<2	<0.2	NA	<2	<50
12/14/01	<0.5	<0.5	<0.5	<0.5	<2.24	<0.2	NA	<2	<50
03/22/02	<0.5	<0.5	<0.5	<0.5	<2	<0.2	NA	<2	<50
NR 140 ES	5	700	1,000	10,000	480	60	5.00	40	NS
<i>NR 140 PAL</i>	<i>0.50</i>	<i>140</i>	<i>200</i>	<i>1,000</i>	<i>96</i>	<i>12</i>	<i>0.50</i>	<i>8</i>	<i>NS</i>

ES - Enforcement standards

PAL - Preventive Action Limits

TMB - Trimethylbenzene

NS - No standard established in WAC NR 140

NA - Not analyzed

Samples reported in parts per billion (ppb)

* Methylene Chloride is used in the laboratory for extraction.

Bolded numbers represent ES exceedences

Italicized Numbers represent PAL exceedences

For a complete list of chemicals analyzed, see the Environmental Site Investigation (1999).

TABLE 3
GROUNDWATER ANALYTICAL RESULTS
BRAHM'S SERVICE
DELAVAN, WISCONSIN

MW-9

Date	Benzene	Ethyl-benzene	Toluene	Xylene (Total)	TMB (Total)	MTBE	Methylene Chloride	Naphthalene	GRO (ppm)
08/20/98	5.50	33	2.00	13	<20	<0.2	<0.53	2.00	610
8/20/98 Dup	1.60	25	1.20	2.70	<17	<0.2	*2.8	2.10	580
01/22/99	<2.5	120	<2.5	<2.5	<53	<1	*4	<10	NA
11/22/00	<0.5	114	2.25	10.90	<65.1	3.42	NA	NA	1,680
02/13/01	2.88	103	2.39	30	83	2.51	NA	NA	1,760
06/07/01	7.49	80	1.49	5.97	<23.3	3.29	NA	NA	1,280
09/21/01	3.97	94	0.98	8.65	11	3.80	NA	28	117
12/14/01	11	150	<5	39	<97.2	12	NA	48	2,510
3/22/02	Well damaged; could not get bailer in.								

MW-10

08/20/98	490	1,300	8.20	2100	840	160	<0.53	230	9,600
01/22/99	390	1,600	<50	1700	1,330	<20	*110	420	NA

MW-11

10/08/98	<0.5	<0.5	<0.5	<0.5	<2	<0.2	<0.53	<2	<50
01/22/99	<0.5	<0.5	<0.5	<0.5	<2	<0.2	<0.53	<2	NA
02/13/01	<0.5	<0.5	<0.5	<0.5	<2	<0.2	NA	NA	<50
06/07/01	<0.5	<0.5	<0.5	<0.5	<2	<0.2	NA	NA	<50
09/21/01	<0.5	<0.5	<0.5	<0.5	<2	<0.2	NA	<2	<50
12/14/01	<0.5	<0.5	<0.5	<0.5	<2	<0.2	NA	<2	<50
03/22/02	<0.5	<0.5	<0.5	<0.5	<2	<0.2	NA	<2	<50

MW-12

10/08/98	<0.5	<0.5	<0.5	<0.5	<2	<0.2	<0.53	<2	<50
01/22/99	<0.5	<0.5	<0.5	<0.5	<2	<0.2	<0.53	<2	NA
06/07/01	<0.5	<0.5	<0.5	<0.5	<2	<0.2	NA	NA	<50
09/21/01	<0.5	<0.5	<0.5	<0.5	<2	<0.2	NA	<2	<50
12/14/01	<0.5	<0.5	<0.5	<0.5	<2	<0.2	NA	<2	<50
03/22/02	<0.5	<0.5	<0.5	<0.5	<2	<0.2	NA	<2	<50

MW-13

10/08/98	15	38	0.82	55	<12	16	<0.53	<2	180
10/8/98 Dup	14	37	0.70	53	<10.9	14	<0.53	<2	NA
01/22/99	110	88	<2.5	36	29	180	*4.9	31	NA
02/13/01	402	387	7.81	137	120	27	NA	NA	3,640
06/07/01	184	68	2.66	30	28	34	NA	19	949
09/21/01	658	716	11	483	520	<2	NA	22	4,640
12/14/01	461	482	9.90	354	414	<2	NA	85	3,700
03/22/02	828	1080	24.70	935	976	76.50	NA	269	8,040
NR 140 ES	5	700	1000	10000	480	60	5	40	NS
NR 140 PAL	0.50	140	200	1000	96	12	0.50	8	NS

ES - Enforcement standards

PAL - Preventive Action Limits

TMB - Trimethylbenzene

NS - No standard established in WAC NR 140

NA - Not analyzed

Samples reported in parts per billion (ppb)

* Methylene Chloride is used in the laboratory for extraction.

Bolded numbers represent ES exceedences

Italicized Numbers represent PAL exceedences

TABLE 1
 SOIL ANALYTICAL RESULTS - SITE INVESTIGATION
 Brahm's Service Station
 Delavan, Wisconsin

Sample Number	Sample Date	Depth	PID	Benzene	Ethylbenzene	Toluene	Xylene	1,2,4-TMB	1,3,5-TMB	MTBE	GRO	Lead
BS-1	09/25/97	4-6	200	<2500	76000	95000	380000	290000	110000	<2500	3000	
BS-4	07/27/98	7-9	1233	24000	190000	560000	900000	590000	150000	<2500	NA	21
BS-4	07/27/98	9-11	1425	16000	140000	310000	760000	450000	140000	1200	5800	10
BS-4	07/27/98	13-15	222	350	3600	7400	46000	39000	13000	<2500	NA	5.9
BS-4	07/27/98	19-21	79	<25	250	260	14000	15000	610	<25	3.3	3.3
BS-5	07/27/98	5-7	0	<25	<25	<25	<25	<25	<25	<25	5.2	5.2
BS-5	07/27/98	20-22	0	<25	<25	<25	<25	<25	<25	<25	5.7	5.7
BS-6	07/28/98	7.5-9.5	0	<25	<25	<25	<25	<25	<25	<25	3.4	3.4
BS-6	07/28/98	22.5-24.5	0	<25	<25	27	41	39	<25	<25	4.4	4.4
BS-7	07/28/98	7.5-9.5	0	<25	<25	<25	<25	<25	<25	<25	<5.4	2.7
BS-7	07/28/98	22.5-24.5	0	<25	<25	<25	<25	<25	<25	<25	<5.2	2.2
BS-8	07/28/98	10-12	0	<25	<25	<25	<25	<25	<25	<25	<5.2	2.1
BS-8	07/28/98	20-22	0	<25	<25	<25	<25	<25	<25	<25	<5.3	4.3
BS-9	07/28/98	5-7	0	<25	<25	<25	<25	<25	<25	<25	<5.3	4.2
BS-9	07/28/98	17.5-19.5	0	<25	<25	<25	<25	<25	<25	<25	<5.2	1.9
BS-10	07/29/98	7.5-9.5	0	<25	<25	<25	<25	<25	<25	<25	<5.4	7.1
BS-10	07/29/98	22.5-24.5	0	<25	<25	<25	<25	<25	<25	<25	<5.2	2.1
BS-11	07/29/98	10-12	0	<25	<25	<25	<25	<25	<25	<25	<5.2	5.2
BS-11	07/29/98	20-22	0	<25	<25	<25	<25	<25	<25	<25	<5.2	4.8
BS-12	07/29/98	7.5-9.5	564	120	4200	3400	23000	23000	7300	<100	NA	5.2
BS-12	07/29/98	10-12	1525	3200	48000	43000	230000	150000	46000	<250	NA	10
BS-12	07/29/98	12.5-14.5	299	<25	830	390	4900	11000	4300	<130	NA	7.2
BS-12	07/29/98	30-32	462	390	43000	14000	190000	130000	42000	4600	4800	6.2
BS-13	08/18/98	22.5-24.5	0	<25	<25	<25	<25	73	62	<25	<5.1	2
BS-14	08/18/98	22.5-24.5	0	<25	<25	<25	<25	<25	<25	<25	<5.2	<1
BS-15	08/19/98	15-17	0	<25	<25	<25	<25	<25	<25	<25	<5.2	<1
BS-16	08/20/98	17.5-19.5	0	<25	<25	<25	<25	<25	<25	<25	<5.3	5.8
BS-18	10/07/98	20-22	0	<25	<25	<25	<25	<25	<25	<25	10	1.7
BS-19	10/07/98	20-22	0	<25	<25	<25	<25	<25	<25	<25	<5.2	1.8
BS-20	10/07/98	17.5-19.5	0	<25	<25	<25	<25	<25	<25	<25	<5.2	1.8
				NR 746 SSL	8500	38000	42000	83000	11000	NS	NS	NS

Depths reported in feet below ground surface

Concentrations reported in parts per billion (ppb), unless specified

PID - Photoionization detector

TMB - Total trimethylbenzene

MTBE - methyl tert butyl ether

GRO - gasoline range organics

Refer to the Environmental Remediation Report (August 2001) for a complete list of compounds analyzed.

NS - No standard yet established

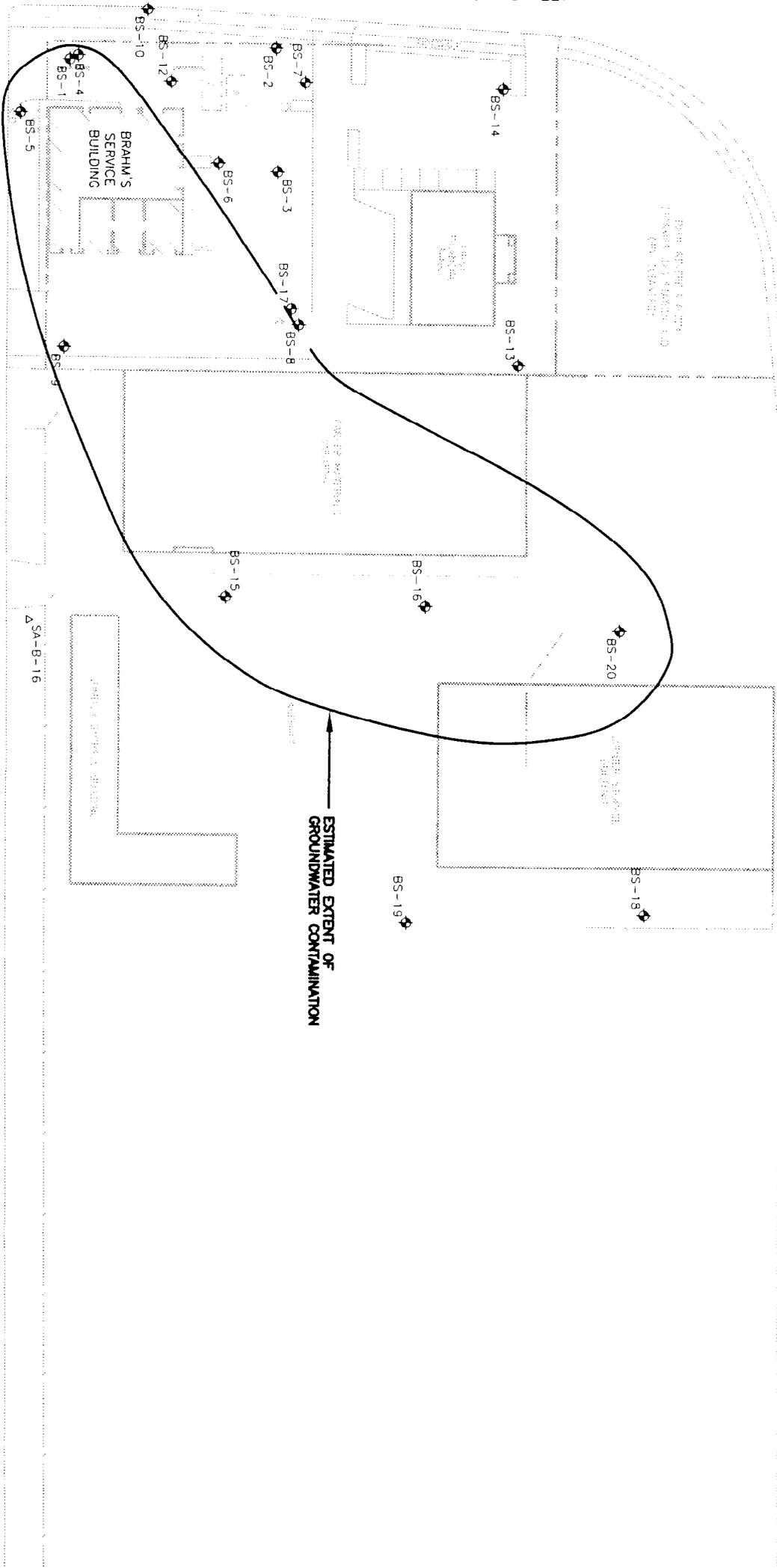
SSL - NR 746 Table 1, Soil Screening Levels

SCC - NR 746 Table 2, Soil Contaminant Concentrations (Direct Contact)

Bolded numbers represent SSL exceedences

GENEVA STREET

SEVENTH STREET



ESTIMATED EXTENT OF GROUNDWATER CONTAMINATION

BRAHM'S SERVICE BUILDING

Δ SA-B-1

BS-11

Δ SA-B-14

Δ SA-B-15

Δ SA-B-16

EIGHTH STREET

LEGEND

..... APPROXIMATE PROPERTY BOUNDARY

----- FENCE LINE

□ MW-1 MONITORING WELL LOCATION AND NUMBER

□ PZ-1 PIEZOMETER WELL LOCATION AND NUMBER

Δ SA-B-1 MONITORING WELL LOCATION FROM ADJACENT SUPER AMERICA SITE

□ PUMP ISLAND

□ UNDERGROUND STORAGE TANK

UST ID	UST SIZE (GALLONS)	UST CONTENTS
A	6,000	ACTIVE GASOLINE
B	12,000	ACTIVE GASOLINE
C	1,000	FORMER GASOLINE
D	550	FORMER GASOLINE

ADVENT
ENVIRONMENTAL SERVICES, INC.

ESTIMATED EXTENT OF GROUNDWATER CONTAMINATION
BRAHM'S SERVICE
DELAVAN, WISCONSIN



DATE: 8/14/02
PROJ# 97014702-B3F

DRAWN BY: CCM
APPROVED BY:

GROUNDWATER ELEVATION
BRAHM'S SERVICE STATION
DELAVAN, WISCONSIN

MW-1

Gauging Date	Depth to Water	TOC Elevation	Groundwater Elevation	Surface Elevation
7/30/98	NM	938.62	NA	939.05
8/20/98	24.02	938.62	914.60	939.05
10/8/98	24.42	938.62	914.20	939.05
1/21/99	24.96	938.62	913.66	939.05
2/13/01	25.36	938.62	913.26	939.05
06/07/01	24.11	938.62	914.51	939.05
09/21/01	24.18	938.62	914.44	939.05
12/14/01	24.28	938.62	914.34	939.05
03/22/02	24.75	938.62	913.87	939.05

MW-2

7/30/98	NA	NA	NA	NA
8/20/98	22.65	937.30	914.65	937.65
10/8/98	23.04	937.30	914.26	937.65
1/21/99	23.58	937.30	913.72	937.65
2/13/01	23.97	937.30	913.33	937.65
06/07/01	22.74	937.30	914.56	937.65
09/21/01	22.80	937.30	914.50	937.65
12/14/01	22.91	937.30	914.39	937.65
03/22/02	23.37	937.30	913.93	937.65

MW-3

7/30/98	NA	NA	NA	NA
8/20/98	24.26	938.77	914.51	939.09
10/8/98	24.66	938.77	914.11	939.09
1/21/99	25.19	938.77	913.58	939.09
2/13/01	NM	938.77	NM	939.09
06/07/01	24.34	938.77	914.43	939.09
09/21/01	24.40	938.77	914.37	939.09
12/14/01	24.50	938.77	914.27	939.09
03/22/02	24.96	938.77	913.81	939.09

MW-4

7/30/98	NA	NA	NA	NA
8/20/98	23.19	937.57	914.38	938.15
10/8/98	23.57	937.57	914.00	938.15
1/21/99	24.10	937.57	913.47	938.15
2/13/01	24.47	937.57	913.10	938.15
06/07/01	23.26	937.57	914.31	938.15
09/21/01	23.34	937.57	914.23	938.15
12/14/01	23.44	937.57	914.13	938.15
03/22/02	23.89	937.57	913.68	938.15

Depth to water recorded in feet
Elevations reported in feet above mean sea level
TOC - Top of Casing
NM - Not measured

GROUNDWATER ELEVATION
BRAHM'S SERVICE STATION
DELAVAN, WISCONSIN

PZ-4

8/20/98	NM	937.84	NM	938.16
10/8/98	23.64	937.84	914.20	938.16
1/21/99	24.44	937.84	913.40	938.16
2/13/01	24.56	937.84	913.28	938.16
06/07/01	25.95	937.84	911.89	938.16
09/21/01	26.08	937.84	911.76	938.16
12/14/01	27.87	937.84	909.97	938.16
03/22/02	24.17	937.84	913.67	938.16

MW-5

07/30/98	NA	NA	NA	NA
8/20/98	22.37	936.87	914.50	937.22
10/8/98	22.73	936.87	914.14	937.22
1/21/99	23.27	936.87	913.60	937.22
2/13/01	23.65	936.87	913.22	937.22
06/07/01	22.42	936.87	914.45	937.22
09/21/01	22.49	936.87	914.38	937.22
12/14/01	22.59	936.87	914.28	937.22
03/22/02	23.08	936.87	913.79	937.22

MW-6

07/30/98	NA	NA	NA	NA
8/20/98	23.84	938.50	914.66	938.86
10/8/98	24.24	938.50	914.26	938.86
1/21/99	24.78	938.50	913.72	938.86
2/13/01	25.17	938.50	913.33	938.86
06/07/01	NM	938.50	NM	938.86
09/21/01	23.98	938.50	914.52	938.86
12/14/01	24.09	938.50	914.41	938.86
03/22/02	24.55	938.50	913.95	938.86

MW-7

8/20/98	24.48	938.66	914.18	939.01
10/8/98	24.88	938.66	913.78	939.01
1/21/99	25.39	938.66	913.27	939.01
2/13/01	27.76	938.66	910.90	939.01
06/07/01	24.56	938.66	914.10	939.01
09/21/01	24.61	938.66	914.05	939.01
12/14/01	24.74	938.66	913.92	939.01
03/22/02	25.16	938.66	913.50	939.01

Depth to water recorded in feet
Elevations reported in feet above mean sea level
TOC - Top of Casing
NM - Not measured

GROUNDWATER ELEVATION
BRAHM'S SERVICE STATION
DELAVAN, WISCONSIN

MW-8

8/20/98	23.56	938.00	914.44	938.45
10/8/98	23.98	938.00	914.02	938.45
1/21/99	24.50	938.00	913.50	938.45
2/13/01	NM	938.00	NM	938.45
06/07/01	23.65	938.00	914.35	938.45
09/21/01	23.72	938.00	914.28	938.45
12/14/01	23.84	938.00	914.16	938.45
03/22/02	24.28	938.00	913.72	938.45

MW-9

8/20/98	18.52	932.80	914.28	933.25
10/8/98	18.89	932.80	913.91	933.25
1/21/99	19.41	932.80	913.39	933.25
2/13/01	19.80	932.80	913.00	933.25
06/07/01	18.57	932.80	914.23	933.25
09/21/01	18.65	932.80	914.15	933.25
12/14/01	18.76	932.80	914.04	933.25
03/22/02	19.23	932.80	913.57	933.25

MW-10

8/20/98	19.57	933.69	914.12	934.07
10/8/98	19.95	933.69	913.74	934.07
1/21/99	20.47	933.69	913.22	934.07
2/13/01	Under pavement			

MW-11

8/20/98	NM	936.62	NM	936.96
10/8/98	23.20	936.62	913.42	936.96
1/21/99	23.70	936.62	912.92	936.96
2/13/01	NM	936.62	NM	936.96
06/07/01	22.90	936.62	913.72	936.96
09/21/01	22.98	936.62	913.64	936.96
12/14/01	23.07	936.62	913.55	936.96
03/22/02	23.55	936.62	913.07	936.96

Depth to water recorded in feet
Elevations reported in feet above mean sea level
TOC - Top of Casing
NM - Not measured

GROUNDWATER ELEVATION
BRAHM'S SERVICE STATION
DELAVAN, WISCONSIN

MW-12

8/20/98	NM	935.50	NM	935.78
10/8/98	21.81	935.50	913.69	935.78
1/21/99	22.33	935.50	913.17	935.78
2/13/01	NM	935.50	NM	935.78
06/07/01	21.51	935.50	913.99	935.78
09/21/01	21.60	935.50	913.90	935.78
12/14/01	21.69	935.50	913.81	935.78
03/22/02	22.14	935.50	913.36	935.78

MW-13

8/20/98	NM	934.34	NM	934.70
10/8/98	20.74	934.34	913.60	934.70
1/21/99	21.25	934.34	913.09	934.70
2/13/01	21.67	934.34	NM	934.70
06/07/01	20.45	934.34	913.89	934.70
09/21/01	20.53	934.34	913.81	934.70
12/14/01	20.62	934.34	913.72	934.70
03/22/02	21.06	934.34	913.28	934.70

SA-B1

8/20/98	22.54	937.29	914.75	NM
10/8/98	22.91	937.29	914.38	NM
1/21/99	23.50	937.29	913.79	NM

SA-B14

8/20/98	20.24	934.80	914.56	935.15
10/8/98	20.60	934.80	914.20	935.15
1/21/99	21.14	934.80	913.66	935.15

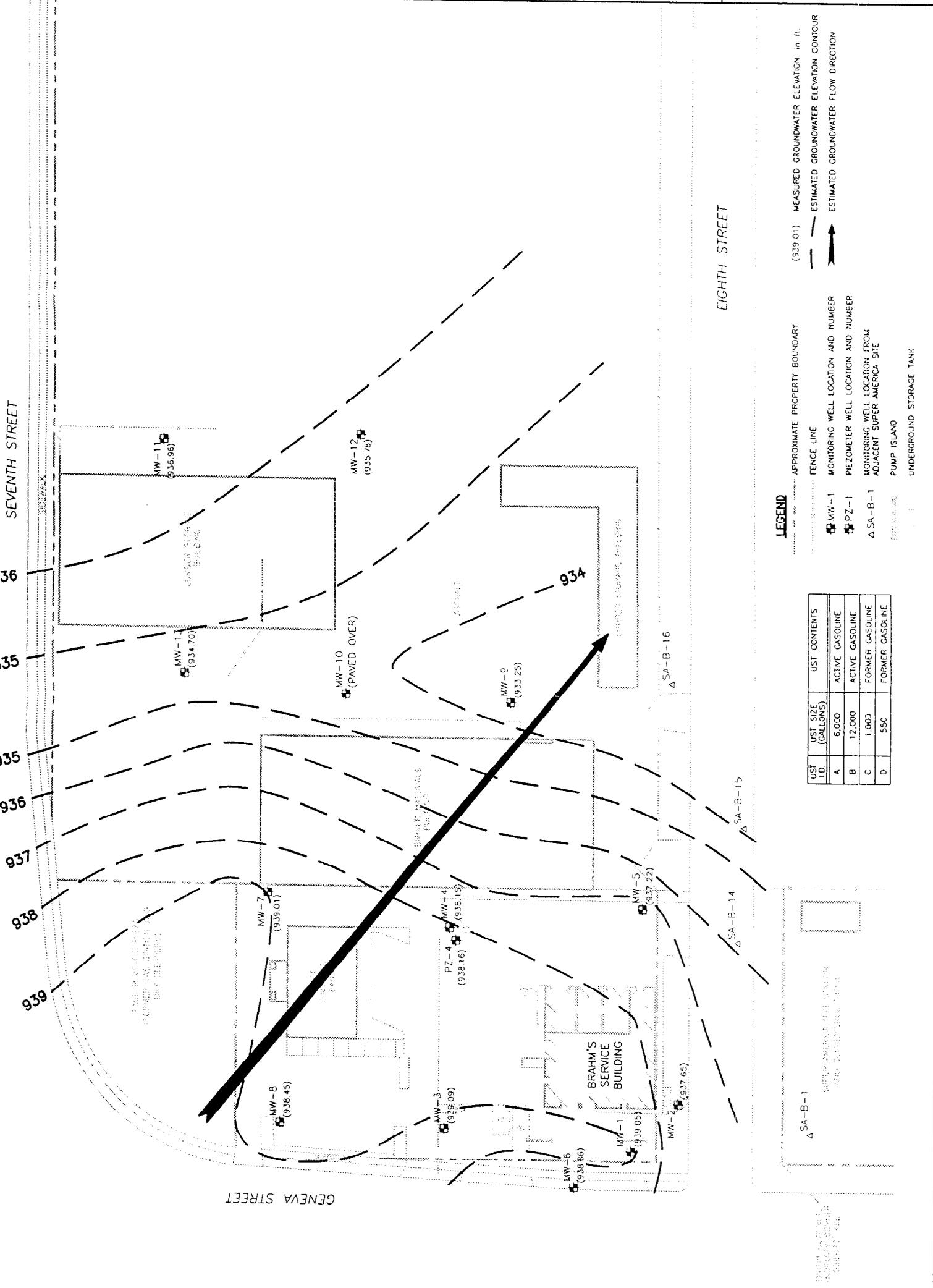
SA-B15

8/20/98	19.25	933.74	914.49	933.91
10/8/98	19.61	933.74	914.13	933.91
1/21/99	21.15	933.74	912.59	933.91

SA-B16

8/20/98	18.93	933.24	914.31	933.72
10/8/98	19.28	933.24	913.96	933.72
1/21/99	19.82	933.24	913.42	933.72

Depth to water recorded in feet
Elevations reported in feet above mean sea level
TOC - Top of Casing
NM - Not measured



- LEGEND**
- APPROXIMATE PROPERTY BOUNDARY
 - - - - - FENCE LINE
 - MW-1 MONITORING WELL LOCATION AND NUMBER
 - PZ-1 PIEZOMETER WELL LOCATION AND NUMBER
 - △ SA-B-1 MONITORING WELL LOCATION FROM ADJACENT SUPER AMERICA SITE
 - PUMP ISLAND
 - UNDERGROUND STORAGE TANK
 - (939.01) MEASURED GROUNDWATER ELEVATION, in ft.
 - ESTIMATED GROUNDWATER ELEVATION CONTOUR
 - ESTIMATED GROUNDWATER FLOW DIRECTION

UST ID	UST SIZE (GALLONS)	UST CONTENTS
A	6,000	ACTIVE GASOLINE
B	12,000	ACTIVE GASOLINE
C	1,000	FORMER GASOLINE
D	550	FORMER GASOLINE

△ SA-B-1 SUPER AMERICA FORMER MONITORING WELL LOCATION

SEVENTH STREET

EIGHTH STREET

GENEVA STREET

BRAHM'S SERVICE BUILDING

936

935

935

936

937

938

939

934

SA-B-16

SA-B-15

SA-B-14

SA-B-13

MW-8 (938.45)

MW-7 (939.01)

MW-3 (939.09)

MW-4 (938.15)

MW-9 (933.25)

MW-1 (939.05)

MW-5 (937.22)

MW-2 (937.65)

MW-11 (936.96)

MW-13 (934.70)

MW-12 (935.78)

MW-10 (PAVED OVER)

PAVED OVER

PAVED OVER (FORMER SUPER AMERICA BUILDING)

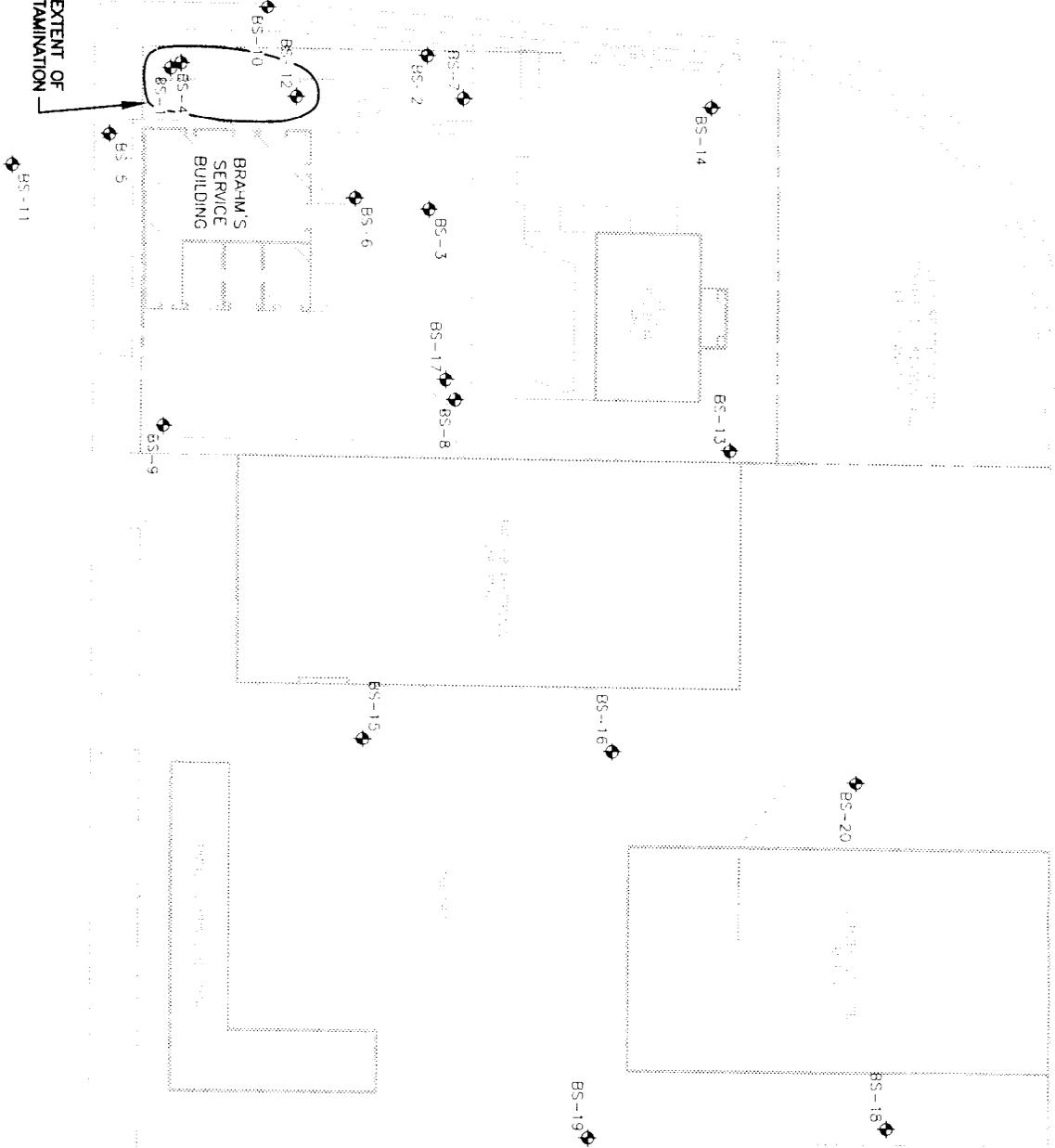
FORMER SUPER AMERICA BUILDING

FORMER SUPER AMERICA BUILDING

FORMER SUPER AMERICA BUILDING

ESTIMATED EXTENT OF SOIL CONTAMINATION

BRAHM'S SERVICE BUILDING



UST	UST SIZE (GALLONS)	UST CONTENTS
10	6,000	ACTIVE GASOLINE
A	12,000	ACTIVE GASOLINE
B	1,000	FORMER GASOLINE
C	550	FORMER GASOLINE
D		

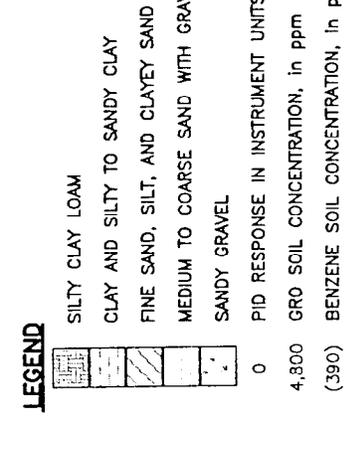
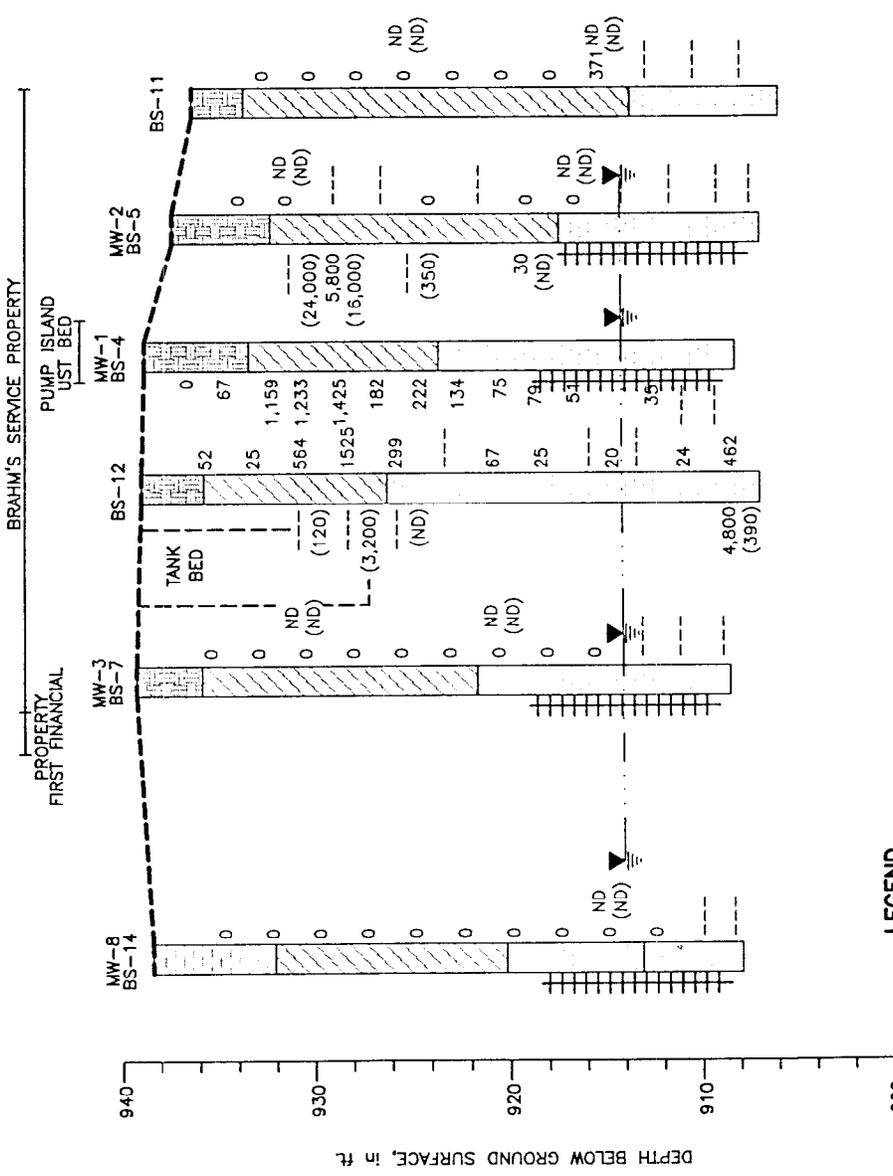
LEGEND

- APPROXIMATE PROPERTY BOUNDARY
- FENCE LINE
- ◆ BS-3 SOIL BORING LOCATION AND NUMBER
- ◆ PUMP ISLAND
- ◆ UNDERGROUND STORAGE TANK

EIGHTH STREET

A'-EAST

A'-WEST



CROSS SECTION LOCATION MAP
SCALE (FEET): 0 150

DEPTH BELOW GROUND SURFACE, in ft

PROPERTY FIRST FINANCIAL
BRAHM'S SERVICE PROPERTY
PUMP ISLAND
UST BED

LEGEND

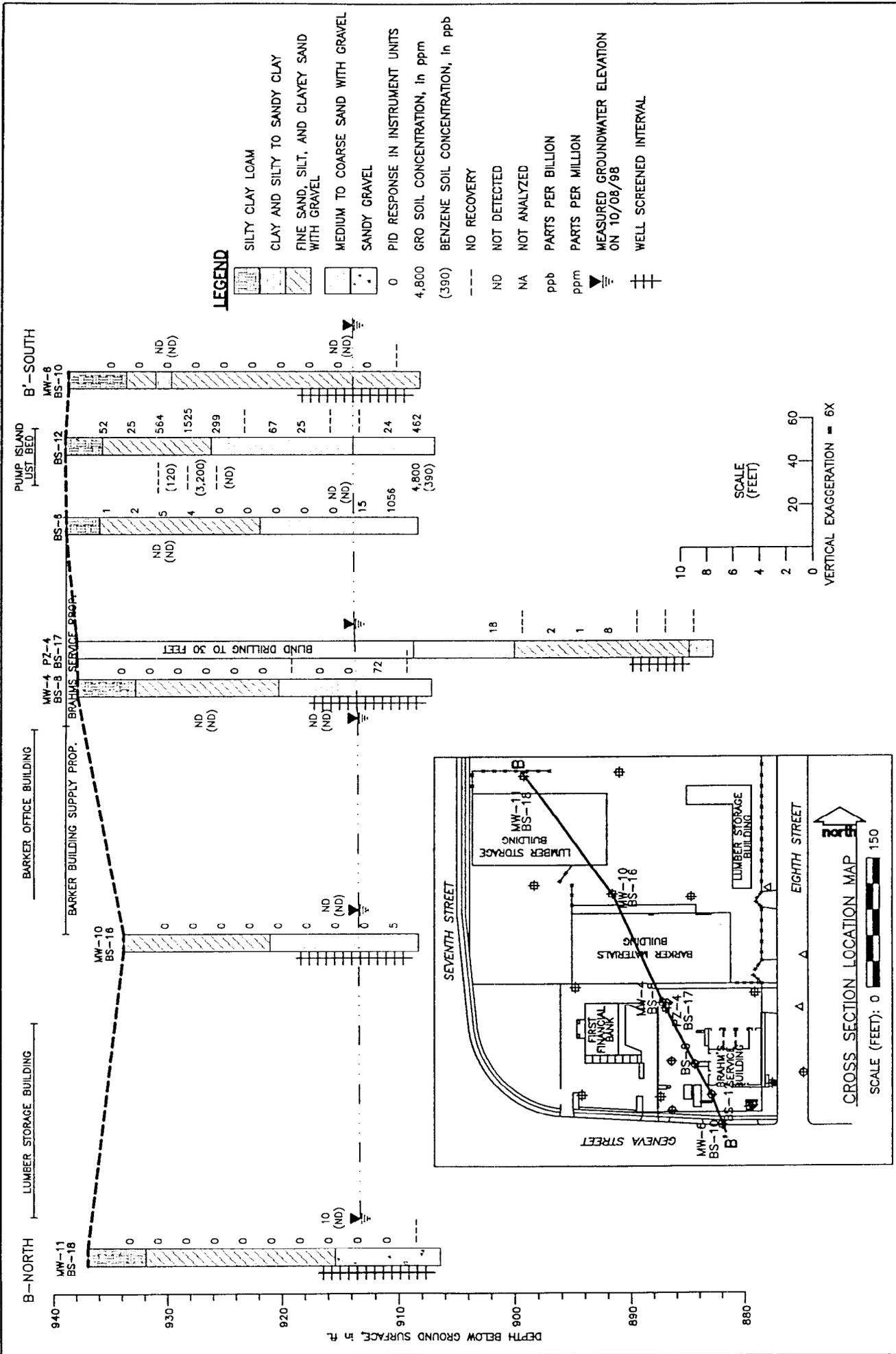
- SILTY CLAY LOAM
- CLAY AND SILTY TO SANDY CLAY
- FINE SAND, SILT, AND CLAYEY SAND WITH GRAVEL
- MEDIUM TO COARSE SAND WITH GRAVEL
- SANDY GRAVEL
- 0 PID RESPONSE IN INSTRUMENT UNITS
- 4,800 GRO SOIL CONCENTRATION, in ppm
- (390) BENZENE SOIL CONCENTRATION, in ppb
- NO RECOVERY
- ND NOT DETECTED
- NA NOT ANALYZED
- ppb PARTS PER BILLION
- ppm PARTS PER MILLION
- ▲ MEASURED GROUNDWATER ELEVATION ON 10/08/98
- ≡ WELL SCREENED INTERVAL

DRAWN BY: CCM
APPROVED BY:

DATE: 8/14/02
PROJ# 97014702-A1

FIGURE 5A
GEOLOGIC CROSS-SECTION
A'-A'
BRAHM'S SERVICE
DELAVAL, WISCONSIN

ADVENT
ENVIRONMENTAL SERVICES, INC.



<p>DRAWN BY: CCM</p> <p>APPROVED BY:</p>	<p>DATE: 8/15/02</p> <p>PROJ# 97014702-A2</p>	<p>FIGURE 5B GEOLOGIC CROSS-SECTION B - B' BRAHM'S SERVICE DELAWARE, WISCONSIN</p>	<p>ADVENT ENVIRONMENTAL SERVICES, INC.</p>
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BRAHM'S SERVICE
725 E. GENEVA STREET
DELAVAN, WI 53115
262-728-3660

July 2, 2002

WDNR Southeast Region
2300 N. Martin Luther Drive
Milwaukee, WI 53212

Re: Site Closure request
WDNR No. 03-65-176916
PECFA Claim No. 53119-1929-25

TO WHOM IT MAY CONCERN:

This letter is in response to sending a certified copy of our most recent deed to our business, Brahm's Service. I cannot give you the most recent deed as we are in the process of bringing it up-to-date at this time. My wife and I purchased the property from my parents on the 31st day of July, 1976. We were to receive the deed when the land contract was completed; however, both of my parents were deceased when that time came. I am sending you the last deed dated February 29, 1968 between Charles McCommons and Mary Bruce and Clarence C. Brahm and Elizabeth A. Brahm, my parents. This description of the land is not accurate, because my parents purchased the adjoining lots to the West of mine and added 60 feet of Lot 35 Block 13 of Passage, Aram & Downie's addition to the City of Delavan, Wisconsin to my 60 feet giving me a total of 120 feet. The Article of Agreement between Clarence & Elizabeth Brahm and Peter & Patricia Brahm dated July 31, 1976, which I am enclosing, shows the correct land description. I am also enclosing a copy of our most recent tax bill for 2001 which also shows the 120 feet of Lot 35 Block 13. You will find two different tax key numbers which changed when the extra 60 feet were added. The tax key previously was XOP-00040. The present tax key number is XP 00179.

My wife and I both certify that other than the differences listed above, the deed dated February 29, 1968 is accurate.

Sincerely,

Peter F. Brahm
Patricia S. Brahm
Peter F. Brahm, Owner
Patricia S. Brahm, Owner

Attachments: Deed dated February 29, 1968
Article of Agreement dated July 31, 1976
Plat of Survey dated January 31, 2002
Property Tax Bill for 2001
Check for \$750.00
Check for \$250.00

October 16, 2002

Barker Lumber Company
Wayne Hilbelink, President
327 South 7th Street
Delavan, WI 53115

RE: Notification of Contamination

Dear Mr. Hilbelink:

Groundwater contamination that appears to have originated at the Brahm's Service Station, 725 East Geneva Street, Delavan, Wisconsin, has migrated onto the Barker Lumber Company property at 1121 E. Geneva Street (See Attachment A). The concentrations of benzene, ethylbenzene, trimethylbenzene, methyl tert butyl ether, and naphthalene contamination in the groundwater on your property are above the state groundwater enforcement standards found in chapter NR 140, Wisconsin Administrative Code. However, the environmental consultants who have investigated this contamination have informed me that this groundwater contamination plume is stable or receding and will naturally degrade over time. Allowing natural attenuation to complete the cleanup at this site will meet the requirements for case closure that are found in chapter NR 726.05 and COMM 46.07(2)(d), Wisconsin Administrative Code, and I will be requesting that the Department of Commerce accept natural attenuation as the final remedy for this site and grant case closure. Closure means that the Department will not be requiring any further investigation or cleanup action to be taken, other than the reliance on natural attenuation.

Since the source of groundwater contamination is not on your property, neither you nor any subsequent owner of your property will be held responsible for investigation or cleanup of this groundwater contamination, as long as you and any subsequent owners comply with the requirements of section 292.13, Wisconsin Statutes, including allowing access to your property for environmental investigation or cleanup if access is required. For further information on the requirements of section 292.13, Wisconsin Statutes, you may call 1-800-367-6076 for calls originating in Wisconsin, or 608-264-6020 if you are calling from out of state or within the Madison area, to obtain a copy of the Department of Commerce publication #RR-589, Fact Sheet 10: Guidance for Dealing with Properties Affected by Off-Site Contamination.

The Department of Commerce will not review my closure request at least 30 days after the date of this letter. As an affected property owner, you have a right to contact the Department to provide any technical information that you may have that indicates that closure should not be granted for this site. If you would like to submit any information to the Department of Commerce that is relevant to this closure request, you should mail that information to Dave Volkert, c/o Department of Commerce-Southeast District, 4041 North Richards Street, Milwaukee, Wisconsin 53212.

If this case is closed, all properties within the site boundaries where groundwater contamination exceeds chapter NR 140 groundwater enforcement standards will be listed on the Department of Commerce' geographic information system (GIS) Registry of Closed Remediation Sites. The information on the GIS Registry includes maps showing the location of properties in Wisconsin where groundwater contamination above the GIS Registry includes maps showing the location of properties in Wisconsin where groundwater contamination above chapter NR 140 enforcement standards was found at the time that the case was closed. This GIS Registry will be available to the general public on the Department of Commerce' internet web site. Please review the enclosed legal description of your property, and notify me within the next 30 days if the legal description is incorrect.

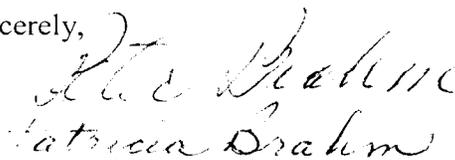
Should you or any subsequent property owner wish to construct or reconstruct a well on your property, special well construction standards may be necessary to protect the well from the residual groundwater contamination. Any well driller who proposes to construct a well on your property in the future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

Once the Department makes a decision on my closure request, it will be documented in a letter. If the Department grants closure, you may obtain a copy of this letter by requesting a copy from me, by writing to the agency address given above or by accessing the DNR GIS Registry of Closed Remediation Sites on the Internet at the following web address: HYPERLINK <http://www.dnr.state.wi.us/org/at/et/geo/gwur>.

A copy of the closure letter is included as part of the site file on the GIS Registry of Closed Remediation Sites.

If you need more information, you may contact me at 725 E. Geneva Street, Delevan, WI 53115, or you may contact Ms. Linda Michalets of the WDCOM, 101 W. Pleasant Street, Suite 100A, Milwaukee, Wisconsin 53212 (414) 220-5376.

Sincerely,



Mr. Pete and Mrs. Patricia Brahm
Brahm's Service Station

cc: Ms. Linda Michalets, WDCOM, 101 W. Pleasant Street, Suite 100A, Milwaukee, Wisconsin 53212
Stephanie Flynn, Advent Environmental Services, P.O. Box 277, Mequon, Wisconsin 53092

ATTACHMENT A

Be aware that Brahm's Service Station is not the sole source of contamination. There are at least three (3) other registered Leaking Underground Storage Tanks sites in the immediate vicinity of the Brahm's Service Station. In the future, if contamination is found on the Barker Lumber Company property at 1121 E. Geneva Street, an investigation should be conducted to determine the source of the contamination.