

GIS REGISTRY INFORMATION

SITE NAME: Klein's General Store

BRRTS # and FID #: 03-67-171219 | 267072190

CLOSURE DATE: 1-2-03

STREET ADDRESS: N132 W17303 Rockfield Rd.

CITY: Germanatown

SOURCE PROPERTY GPS COORDINATES (meters in WTM91 projection): X= 672219 Y= 311091

OFF-SOURCE CONTAMINATION (>ES): Yes No
(if there are more than 2 off-source properties, make a note and attach additional sheet(s))

IF YES, STREET ADDRESS 1: _____

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

IF YES, STREET ADDRESS 2: _____

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

CONTAMINATION IN RIGHT OF WAY: Yes Railroad No

CONTAMINATED MEDIA: (Groundwater, Soil or Both?) GW only

DOCUMENTS NEEDED:

Closure Letter, and any conditional closure letter issued	✓
Copy of most recent deed, including legal description, for all affected properties	✓
Certified survey map or relevant portion of the recorded plat map (if referenced in the legal description) for all affected properties	✓
County Parcel ID number, if used for county, for all affected properties	✓
Location Map which outlines all properties within contaminated site boundaries in sufficient detail to permit the parcels to be located easily (8.5x14" if paper copy)	✓
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)	✓
Tables of Latest Groundwater Analytical Results (no shading or cross-hatching)	✓
Isoconcentration map(s), if available from site investigation (SI) (8.5x14" if paper copy). The isoconcentration map should have flow direction and extent of contamination defined. If not available, include the following 2 types of maps:	✓
Latest groundwater flow/monitoring well location map	✓
Latest extent of contaminant plume map	✓
Geologic cross-sections, if available from SI. (8.5x14" if paper copy)	✓
RP certified statement that legal descriptions are complete and accurate	✓
Copies of off-source notification letters (if applicable)	✓ NA
Letter informing ROW owner of residual contamination (if applicable)	✓
Copy of (soil or land use) deed restriction(s) or deed notice if any required as a condition of closure.	NA



State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

Scott McCallum, Governor
Darrell Bazzell, Secretary
Gloria L. McCutcheon, Regional Director

Waukesha Service Center
407 Pilot Court, Suite 100
Waukesha, Wisconsin 53188
Telephone 262-574-2100
FAX 262-574-2117

January 2, 2003

Ms. Sandra Forgach
5005 W. Bradley Rd. Apt. 237
Milwaukee, WI 53223-3671

FID# 267072190
BRRTS # 03-67-171219

Subject: Final Case Closure
Klein's General Store, N132 W303 Rockfield Road, Germantown, Wisconsin

Dear Ms. Forgach:

On December 3, 2002, your site as described above was reviewed for closure by the Department of Natural Resources. The Department reviews environmental remediation cases for compliance with state laws and standards to maintain consistency in the closure of these cases. On December 4, 2002, you were notified that conditional closure was granted to this case.

On January 2, 2003, the Department received correspondence indicating that you have complied with the conditions of closure. These conditions were the abandonment of monitoring wells and notification to the Chicago and Northwestern Railroad that groundwater contamination extends onto their property right of way. Based on the correspondence and data provided, it appears that your case meets the screening criteria of s. NR 746.08, Wis. Adm. Code, and the requirements of ch. NR 726, Wis. Adm. Code. The Department considers this case closed and no further investigation, remediation or other action is required at this time.

Your site will be listed on the DNR Remediation and Redevelopment GIS Registry of Closed Remediation Sites with groundwater contamination. Information that was submitted with your closure request application will be included on the registry. To review the sites on the GIS Registry web page, visit <http://gomapout.dnr.state.wi.us/org/at/et/geo/gwur/index.htm>

Please be aware that the case may be reopened pursuant to s. NR 726.09, Wis. Adm. Code, if additional information regarding site conditions indicates that contamination on or from the site poses a threat to public health, safety, or welfare or to the environment.

We appreciate your efforts to restore the environment at this site. If you have any questions regarding this letter, please contact me at (262)574-2140.

Sincerely,

Brenda H. Boyce, P.G.

Hydrogeologist - Bureau for Remediation & Redevelopment

C: Ms. Stephanie Flynn – Advent Environmental Services, Inc.



State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

Scott McCallum, Governor
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Waukesha Service Center
407 Pilot Court, Suite 100
Waukesha, Wisconsin 53188
Telephone 262-574-2100
FAX 262-574-2117

December 4, 2002

Ms. Sandra Forgach
8362 N. 49th Street
Brown Deer, WI 53223

Subject: Conditional Case Closure
Klein's General Store, N132 W303 Rockfield Road, Germantown, Wisconsin
WDNR FID# 267072190, BRRTS # 03-67-171219

Dear Ms. Forgach:

On December 3, 2002, your request for closure of the case described above was reviewed by the Southeast Region Closure Committee. The Closure Committee reviews environmental remediation cases for compliance with state rules and statutes to maintain consistency in the closure of these cases. After careful review of the closure request, the Department of Natural Resources (Department) has determined that the petroleum contamination on the site from the former underground gasoline storage tank appears to have been investigated and remediated to the extent practicable under site conditions. Your case meets the screening criteria of s. NR 746.08, Wis. Adm. Code, and the requirements of ch. NR 726, Wis. Adm. Code, and will be closed if the following conditions are satisfied:

- The monitoring wells at the site must be properly abandoned in compliance with ch. NR 141, Wis. Adm. Code. Documentation of well abandonment must be submitted to Ms. Victoria Stovall on Form 3300-5B found at www.dnr.state.wi.us/org/water/dgw/gw/ or provided by the Department of Natural Resources.
- It appears that the petroleum contaminant plume extends onto the railroad right-of-way. Section NR 726.05(2)(b)4, Wis. Adm. Code, requires you to provide written notification of the presence of residual groundwater contamination to the railroad where the right-of-way is located. Please provide a copy of the written notification to the Department.

When the above conditions have been satisfied, please submit a letter to let the Department know that applicable conditions have been met, and your case will be closed. Your site will be listed on the DNR Remediation and Redevelopment GIS Registry of Closed Remediation Sites. Information that was submitted with your closure request application will be included on the registry. To review the sites on the GIS Registry web page, visit <http://gomapout.dnr.state.wi.us/org/at/et/geo/gwur/index.htm>

If this is a PECFA site, section 101.143, Wis. Stats., requires that PECFA claimants seeking reimbursement of interest costs, for sites with petroleum contamination, submit a final reimbursement claim within 120 days after they receive a closure letter on their site. For claims not received by the PECFA Program within 120 days of the date of this letter, interest costs after 60 days of the date of this letter will not be eligible for PECFA reimbursement.

Please be aware that the case may be reopened pursuant to s. NR 726.09, Wis. Adm. Code, if additional information regarding site conditions indicates that contamination on or from the site poses a threat to public health, safety, or welfare or to the environment.

We appreciate your efforts to restore the environment at this site. If you have any questions regarding this letter, please contact me at (262)574-2140.

Sincerely,

A handwritten signature in cursive script that reads "Brenda H. Boyce". The signature is written in black ink and includes a long horizontal flourish extending to the right.

Brenda H. Boyce, P.G.
Hydrogeologist
Bureau for Remediation & Redevelopment

cc: Ms. Stephanie Flynn – Advent Environmental Services, Inc.

STATE BAR OF WISCONSIN FORM 5 - 1998
PERSONAL REPRESENTATIVE'S
DEED

Document Number

SANDRA H. FORGACH,

as Personal Representative of the estate of LEROY B. SCHMIDT, or its assigns,

("Decedent"), for a valuable consideration conveys, without warranty, to GREGORY C. DOMBROW and GAYLE D. DOMBROW,

Grantee, the following described real estate in Washington County, State of Wisconsin (hereinafter called the "Property");

THAT PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 9, IN TOWNSHIP 9 NORTH, RANGE 20 EAST, IN THE TOWN OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:

Recording Area

Name and Return Address

GTNV 094-076

Parcel Identification Number (PIN)

COMMENCING AT THE EAST 1/4 CORNER OF SECTION 9, IN TOWNSHIP 9 NORTH, RANGE 20 EAST, THENCE SOUTH 87 DEGREES 52' 54" WEST, 249.91 FEET ON THE EAST 1/4 LINE OF THE SOUTHEAST 1/4 TO THE PLACE OF BEGINNING. THENCE SOUTH 37 DEGREES 47' 26" EAST, 249.59 FEET, THENCE SOUTH 72 DEGREES 43' 35" WEST, 191.40 FEET; THENCE NORTH 48 DEGREES 01' 08" WEST, 243.79 FEET; THENCE NORTH 02 DEGREES 07' 06" WEST, 83.14 FEET, THENCE NORTH 87 DEGREES 52' 54" EAST, 214.27 FEET TO THE POINT OF BEGINNING.

THIS DEED IS GIVEN IN SATISFACTION OF THE LAND CONTRACT BETWEEN THE GRANTOR AND THE GRANTEE, DATED OCTOBER 26, 1999, AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR WASHINGTON COUNTY, WISCONSIN, ON JANUARY 5, 2000, AS DOCUMENT NO. 846142.

Personal Representative by this deed does convey to Grantee all of the estate and interest in the Property which the Decedent had immediately prior to Decedent's death, and all of the estate and interest in the Property which the Personal Representative has since acquired.

Dated this _____ day of _____, 2002

Sandra H. Forgach

• SANDRA H. FORGACH
Personal Representative

Personal Representative

AUTHENTICATION

Signature(s) of SANDRA H. FORGACH

authenticated this _____ day of _____, 2002.

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
County.)

Personally came before me this _____ day of _____ the above named

• THOMAS E. DOLAN

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

THIS INSTRUMENT WAS DRAFTED BY
Mr. Thomas E. Dolan, Attorney At Law,
4141 West Bradley Road, Milwaukee, WI 53209

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

to me known to be the person(s) who executed the foregoing instrument and acknowledge the same.

Notary Public, State of Wisconsin
My Commission is permanent. (If not, state expiration date: _____)

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

846142

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

RECORDED
JAN. 05, 2000 AT 09:00AM

DOCUMENT NO.

DOROTHY C. GONNERING
REGISTER OF DEEDS

WASHINGTON COUNTY, WI

Contract, by and between SANDRA H. FORGACH, personal
representative of the Estate of LeRoy B. Schmidt or its
assigns

whether one or more) and GREGORY C. DOMBROW and GAYLE D.
DOMBROW

Fee Amount: \$18.00
Transfer fee: \$135.00

(“Purchaser”, whether one or more).
Vendor sells and agrees to convey to Purchaser, upon the prompt and full performance
of this contract by Purchaser, the following property, together with the rents, profits,
fixtures and other appurtenant interests (all called the “Property”), in
Washington
County, State of Wisconsin:

THAT PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4
OF SECTION 9, IN TOWNSHIP 9 NORTH, RANGE 20 EAST,
IN THE TOWN OF GERMANTOWN, WASHINGTON COUNTY,
WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:

CONTINUED ON ATTACHED PAGE

TRANSFER
\$ 135
FEE

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS

18-5
Atty. Thomas E. Dolan
4141 - W. Bradley Rd
Milwaukee, WI 53209

GTNV 094-076
PARCEL IDENTIFICATION NUMBER

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

Purchaser agrees to purchase the Property and to pay to Vendor at location designated by Vendor
the sum of \$ 45,000.00 in the following manner: (a) \$ 0
at the execution of this Contract; and (b) the balance of \$ 45,000.00
hereof on the balance outstanding from time to time at the rate of 4 percent per annum ~~until paid in full, as follows:~~
in monthly payments of \$150.00 interest only. First payment shall be due thirty (30) days
from the execution of this Land Contract. This Land Contract shall balloon on the date
of the 25th monthly interest only payment of \$150.00. At that time the buyers shall
have the option of paying the balloon price of \$45,000.00 or executing a Quit Claim
Deed conveying any and all interest in the property back to the Vendor hereunder and both
parties shall be relieved of any duty or obligation under the terms of the Offer to
Purchase dated October 26, 1999 and/or this Land Contract. If Vendees elect to convey
their interest by Quit Claim Deed the property shall be free and clear of any and all
encumbrances caused by said Vendees. Vendees will also provide liability insurance on
the premises and will attempt to obtain fire insurance.

~~Provided, however, the entire outstanding balance shall be paid in full on or before the~~
~~10~~ ~~(the maturity date).~~
Following any default in payment, interest shall accrue at the rate of 6 % per annum on the entire amount in default (which shall
include, without limitation, delinquent interest and, upon acceleration or maturity, the entire principal balance).

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

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

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

Purchaser states that Purchaser is satisfied with the title as shown by the title evidence submitted to Purchaser for examination except:

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

Purchaser shall be entitled to take possession of the Property on date of closing, 19

* Cross Out One.

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

Purchaser shall keep the improvements on the Property insured against loss or damage occasioned by fire, extended coverage perils and such other hazards as Vendor may require, without co-insurance, through insurers approved by Vendor, in the sum of \$ 0 but Vendor shall not require coverage in an amount more than the balance owed under this Contract. Purchaser shall pay the insurance premium when due. The policies shall contain the standard clause in favor of the Vendor's interest and, unless Vendor otherwise agrees in writing, the original of all policies covering the Property shall be deposited with Vendor. Purchaser shall promptly give notice of loss to insurance companies and Vendor. Unless Purchaser and Vendor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided the Vendor deems the restoration or repair to be economically feasible.

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

Vendor agrees that in case the purchase price with interest and other moneys shall be fully paid and all conditions shall be fully performed at the times and in the manner above specified, Vendor will on demand, execute and deliver to the Purchaser, a Warranty Deed, in fee simple, of the Property, free and clear of all liens and encumbrances, except any liens or encumbrances created by the act or default of Purchaser, and except: none

Purchaser agrees that time is of the essence and (a) in the event of a default in the payment of any principal or interest which continues for a period of 30 days following the specified due date or (b) in the event of a default in performance of any other obligation of Purchaser which continues for a period of 60 days following written notice thereof by Vendor (delivered personally or mailed by certified mail); then the entire outstanding balance under this contract shall become immediately due and payable in full, at Vendor's option and without notice (which Purchaser hereby waives), and Vendor shall also have the following rights and remedies (subject to any limitations provided by law) in addition to those provided by law or in equity: (i) Vendor may, at his option, terminate this Contract and Purchaser's rights, title and interest in the Property and recover the Property back through strict foreclosure with any equity of redemption to be conditioned upon Purchaser's full payment of the entire outstanding balance, with interest thereon from the date of default at the rate in effect on such date and other amounts due hereunder (in which event all amounts previously paid by Purchaser shall be forfeited as liquidated damages for failure to fulfill this Contract and as rental for the Property if Purchaser fails to redeem); or (ii) Vendor may sue for specific performance of this Contract to compel immediate and full payment on the entire outstanding balance, with interest thereon at the rate in effect on the date of default and other amounts due hereunder, in which event purchase price or any portion thereof; or (iv) Vendor may declare this Contract at an end and remove this Contract as a cloud on title in a quiet-title action if the equitable interest of Purchaser is insignificant; and (v) Vendor may have Purchaser ejected from possession of the Property and have a receiver appointed to collect any rents, issues or profits during the pendency of any action under (i), (ii) or (iv) above. Notwithstanding any oral or written statements or actions of Vendor, an election of any of the foregoing remedies shall only be binding upon Vendor if and when pursued in litigation and all costs and expenses including reasonable attorneys fees of Vendor incurred to enforce any remedy hereunder (whether abated or not) to the extent not prohibited by law and expenses of title evidence shall be added to principal and paid by Purchaser, as incurred, and shall be included in any judgment.

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

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

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

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

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

Dated this 26 day of October, 1999

ESTATE OF LEROY B. SCHMIDT

By: Sandra H. Forgach (SEAL)

• Sandra H. Forgach, Personal Representative

_____ (SEAL)

_____ (SEAL)

Gregory C. Dombrow (SEAL)

• Gregory C. Dombrow

Gayle D. Dombrow (SEAL)

• Gayle D. Dombrow

AUTHENTICATION

Signature(s) Gregory C. Dombrow

Gayle D. Dombrow

authenticated this 26 day of October, 1999

Roland L. Pieper

TITLE MEMBER STATE BAR OF WISCONSIN

Roland L. Pieper

Authorized by §706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY

Roland L. Pieper, Esq.

State Bar #1012697

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

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

ACKNOWLEDGMENT

State of Wisconsin, } ss.

Milwaukee County

Personally came before me this 26 day of

DECEMBER, 1999, the above named

Sandra H. Forgach

Thomas F. Dolan

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

Thomas F. Dolan

Notary Public, Milwaukee County, Wis.

My commission is permanent. (If not, state expiration date: _____, 19____)

COMMENCING AT THE EAST 1/4 CORNER OF SECTION 9, IN TOWNSHIP 9
NORTH, RANGE 20 EAST, THENCE SOUTH 87 DEGREES 52' 54" WEST,
249.91 FEET ON THE EAST 1/4 LINE OF THE SOUTHEAST 1/4 TO THE PLACE
OF BEGINNING. THENCE SOUTH 37 DEGREES 47' 26" EAST, 249.59 FEET,
THENCE SOUTH 72 DEGREES 43' 35" WEST, 191.40 FEET; THENCE NORTH
48 DEGREES 01' 08" WEST, 243.79 FEET; THENCE NORTH 02 DEGREES 07'
06" WEST, 83.14 FEET, THENCE NORTH 87 DEGREES 52' 54" EAST,
214.27 FEET TO THE POINT OF BEGINNING.

ADDENDUM

1. This Offer is contingent upon the seller agreeing to provide financing under a Land Contract on the terms and conditions set forth on the attached Wisconsin Form 11 Land Contract which shall be the basis of this transaction.
2. Seller has responsibility for the environmental clean-up of the premises according to law and Seller hereby assumes such responsibility and the cost and expense thereof. Seller has employed Advent Environmental Services which has located petroleum contamination on the premises. There is ongoing monitoring and the seller assumes the responsibility for the clean-up of the premises and assumes the responsibility for the cost thereof. Buyers acknowledge that they are aware that the clean-up may require excavation, removal and replacement of soil on the subject premises and as to the approximate location thereof. Buyers further understand that such remediation work may require the necessity of the removal of all or a portion of the asphalt driveway and that if that is necessary the seller shall have no responsibility to the buyer on account thereof or on any other account with relation thereto. Buyers further agree that they will not construct or erect or in any manner place any improvement of any nature whatsoever on the premises that may interfere with the remedial work required as the result of the contaminated soil on the premises and in the event the buyers do so that the seller and/or any employees, contractors or others doing remedial work on the premises shall be held harmless and released thereby from any damage or other claims of any nature that the buyers may suffer on account thereof.
3. The buyers agree that they will maintain and enhance the property as follows:
 1. From the remainder of 1999 to May of 2000 we will clean up the grounds including removing any broken glass, nails, rubbish, etc. Cut down the large boxelder and trim any broken hanging limbs on all trees throughout the property. Restore the lawn and any disturbed soil caused by the Advent Company. Fix any potholes that disrupt mowing and trim or kill weeds that grow close to all buildings. Mow the lawn every seven (7) to ten (10) days as needed. In Building 1 repair main center beam - that is a triple 2x12

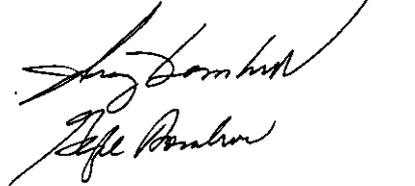
Angela C. Taylor

SHF 99
Steve Pank

with 6x6' cedar support beam from concrete floor. Will hydraulically lift the main joist and repair with lag braces or clamps and bolts. Will remove or repair modine-heating unit.

2. From May 1 to November 2000: Will be working on Building 2, repairing doors and windows; installing locks; repairing large hole on the upper northern elevation with new boards; extensively cleaning the entire premises of old debris and rotten structures. Accessing the building: if large rotten members need replacement or if the building can be entirely salvaged, Will address structural problems and at the present time believe it to be entirely restorable.
 3. From November 2000 to April 2001: inspection of roof and installation of shingles as necessary
 4. From April 1, 2001 to September 10, 2001 the buyers agree to extend electrical service to buildings number one and number two.
4. It is understood that should the buyers exercise their option under the Land Contract to execute a Quit Claim Deed rather than pay the remaining balance due the 25th month following the execution of the Land Contract that they will not be reimbursed for the work performed and the value given to the properties under the foregoing maintenance commitment.
5. It is further understood that should the buyers fail to carry out the work set forth in paragraph 3 above, in a timely and workman like manner, the failure to do so will constitute a breach of this agreement and the Land Contract entered into thereunder.

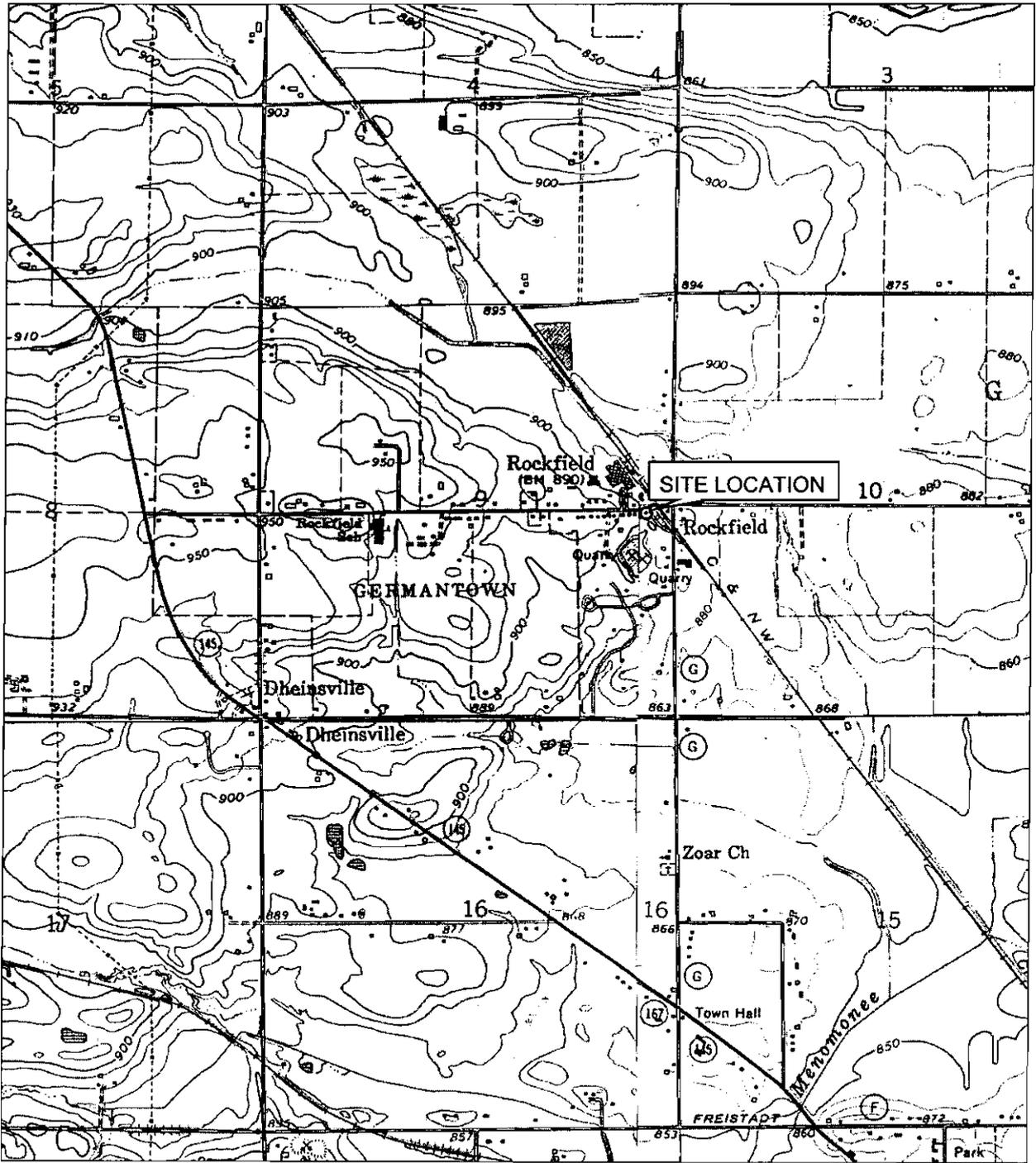
SHF



I certify, to the best of my knowledge, the legal description on the deed is an accurate description of the Klein's General Store Property, N132 W17303 Rockfield Road, Germantown, Wisconsin, WDNR No. 03-67-171219, PECFA Claim No. 53022-1154-03.

Name: Sandra H. Foyack Per. Rep.
Levy B. Schmidt Estate

Date: 8/5/02



1 INCH = 2,000 FEET

BASE MAP DEVELOPED FROM THE FOLLOWING WISCONSIN U.S.G.S. TOPOGRAPHIC MAPS: JACKSON AND SUSSEX, DATED 1959 AND PHOTOREVISED 1994; FIVE CORNERS, DATED 1959 AND PHOTOREVISED 1971; AND MENOMONEE FALLS, DATED 1958 AND PHOTOREVISED 1971 AND 1976.

NE 1/4, SE 1/4, SEC 9, T9N, R20E

DRAWN BY: CCM

APPROVED BY:

DATE: 7/31/02

PROJ. 980015.02

FIGURE 1
SITE LOCATION MAP
KLEIN'S GENERAL STORE
GERMANTOWN, WISCONSIN

ADVENT

ENVIRONMENTAL SERVICES, INC.

MW-6

SS-N 4 FT.

B	<25
E	<25
T	<25
X	<25
1,2,4-TMB	<25
1,3,5-TMB	<25
MTBE	<25
GRO	<6.2
PID	0

SS-E 4 FT.

B	<25
E	<25
T	<25
X	<25
1,2,4-TMB	<25
1,3,5-TMB	<25
MTBE	<25
GRO	<6.0
PID	0

ROCKFIELD ROAD

APPROXIMATE FORMER FOUNDATION OF STORE (N132 W17303)

EXCAVATION LIMITS

MW-5

RAILROAD RIGHT OF WAY

MW-1

PW-1

SS-N

SS-W

SS-E

SS-S

PIPING

MW-4

SS-W 4 FT.

B	<25
E	<25
T	<25
X	<25
1,2,4-TMB	<25
1,3,5-TMB	<25
MTBE	<25
GRO	<5.7
PID	0

SS-S 4 FT.

B	<25
E	<25
T	<25
X	<25
1,2,4-TMB	<25
1,3,5-TMB	<25
MTBE	<25
GRO	<6.5
PID	0

MW-2

MW-3

SITE ADDRESS (N132 W17303)

LEGEND

- APPROXIMATE PROPERTY BOUNDARY
- - - APPROXIMATE RIGHT-OF-WAY BOUNDARY
- SS-N SOIL SAMPLE LOCATION AND NUMBER
- ☒ MW-2 MONITORING WELL LOCATION AND NUMBER
- ☒ PW-1 PRIVATE POTABLE WELL LOCATION AND NUMBER
- ⊗ UTILITY POLE
- ☐ TELEPHONE UTILITY BOX
- B BENZENE, in ppb
- E ETHYL BENZENE, in ppb
- T TOLUENE, in ppb
- X XYLENE, in ppb

- TMB TRIMETHYLBENZENE, in ppb
- MTBE METHYL TERT-BUTYL ETHER, in ppb
- GRO GASOLINE RANGE ORGANICS, in ppb
- PID PHOTOIONIZATION DETECTOR, in instrument units
- ppb PARTS PER BILLION

NOTES

1. BASE MAP DEVELOPED FROM A SITE SURVEY MAP BY ELDER ENGINEERING COMPANY, DATED SEPTEMBER 2, 1998.
2. SOIL SAMPLES COLLECTED ON MARCH 16, 1998 FOR ALL LOCATIONS EXCEPT RFR-1. SAMPLE FROM RFR-1 WAS COLLECTED ON SEPTEMBER 3, 1997.

PROJ# 98001502-A1B
 DATE: 7/26/02
 DRAWN BY: CCM
 APPROVED BY:

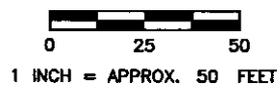


FIGURE 6
 SOIL ANALYTICAL RESULTS MAP
 EXCAVATION
 KLEIN'S GENERAL STORE
 GERMANTOWN, WISCONSIN

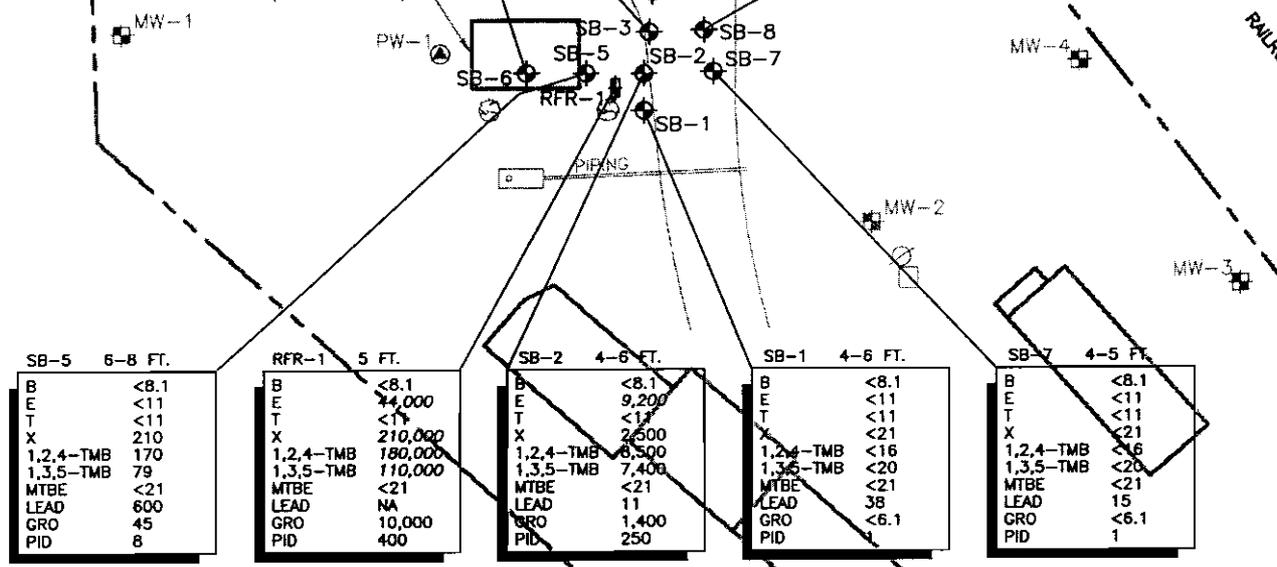
ADVENT
 ENVIRONMENTAL SERVICES, INC.

MW-6

SB-6 4-6 FT. B <8.1 E <11 T <11 X <21 1,2,4-TMB <16 1,3,5-TMB <20 MTBE <21 LEAD 4.3 GRO <6.1 PID 1	SB-3 0-2 FT. B <8.1 E <11 T <11 X <21 1,2,4-TMB <16 1,3,5-TMB <20 MTBE <21 LEAD 140 GRO <6.1 PID 8	SB-4 4-5 FT. B <8.1 E <11 T <11 X <21 1,2,4-TMB <16 1,3,5-TMB <20 MTBE <21 LEAD 9 GRO <6.1 PID 0	SB-8 4-5.5 FT. B <8.1 E <11 T <11 X <21 1,2,4-TMB <16 1,3,5-TMB <20 MTBE <21 LEAD 11 GRO <6.1 PID 0
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ROCKFIELD ROAD

APPROXIMATE FORMER FOUNDATION OF STORE (N132 W17303)



SB-5 6-8 FT. B <8.1 E <11 T <11 X 210 1,2,4-TMB 170 1,3,5-TMB 79 MTBE <21 LEAD 600 GRO 45 PID 8

RFR-1 5 FT. B <8.1 E 44,000 T <11 X 210,000 1,2,4-TMB 180,000 1,3,5-TMB 110,000 MTBE <21 LEAD NA GRO 10,000 PID 400

SB-2 4-6 FT. B <8.1 E 9,200 T <11 X 2,500 1,2,4-TMB 8,500 1,3,5-TMB 7,400 MTBE <21 LEAD 11 GRO 1,400 PID 250

SB-1 4-6 FT. B <8.1 E <11 T <11 X <21 1,2,4-TMB <16 1,3,5-TMB <20 MTBE <21 LEAD 38 GRO <6.1 PID 1

SB-7 4-5 FT. B <8.1 E <11 T <11 X <21 1,2,4-TMB <16 1,3,5-TMB <20 MTBE <21 LEAD 15 GRO <6.1 PID 1

SITE ADDRESS (N132 W17303)

LEGEND

- APPROXIMATE PROPERTY BOUNDARY
- - - APPROXIMATE RIGHT-OF-WAY BOUNDARY
- ⊕ SB-1 SOIL BORING LOCATION AND NUMBER
- ⊕ RFR-1 TEST PIT LOCATION AND NUMBER
- ⊕ MW-2 MONITORING WELL LOCATION AND NUMBER
- ⊕ PW-1 PRIVATE POTABLE WELL LOCATION AND NUMBER
- ⊗ UTILITY POLE
- TELEPHONE UTILITY BOX
- B BENZENE, in ppb
- E ETHYL BENZENE, in ppb
- T TOLUENE, in ppb
- X XYLENE, in ppb

- TMB TRIMETHYLBENZENE, in ppb
- MTBE METHYL TERT-BUTYL ETHER, in ppb
- GRO GASOLINE RANGE ORGANICS, in ppb
- PID PHOTOIONIZATION DETECTOR, in instrument units
- ppb PARTS PER BILLION
- NA NOT ANALYZED
- 44,000** VALUES IN ITALICS REPRESENT AN EXCEEDANCE OF THE SOIL SCREENING LEVELS, NR746, TABLE 1

NOTES

1. BASE MAP DEVELOPED FROM A SITE SURVEY MAP BY ELDER ENGINEERING COMPANY, DATED SEPTEMBER 2, 1998.
2. SOIL SAMPLES COLLECTED ON MARCH 16, 1998 FOR ALL LOCATIONS EXCEPT RFR-1. SAMPLE FROM RFR-1 WAS COLLECTED ON SEPTEMBER 3, 1997.

PROJ# 98001502-A1A
 DATE: 7/26/02
 DRAWN BY: CCM
 APPROVED BY:

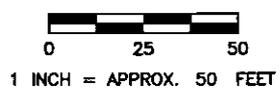


FIGURE 4
 PREREMEDIAL SOIL ANALYTICAL RESULTS MAP
 SITE INVESTIGATION
 KLEIN'S GENERAL STORE
 GERMANTOWN, WISCONSIN

ADVENT
 ENVIRONMENTAL SERVICES, INC.

TABLE 3a
GROUNDWATER ANALYTICAL RESULTS
Klein's General Store
Germantown, Wisconsin

MW-1

Date	Benzene	Ethylbenzene	Toluene	Xylene (Total)	TMB (Total)	MTBE	GRO
05/20/98	<0.5	<0.5	<0.5	<0.5	<2	<0.20	<50
09/15/98	<0.5	<0.5	0.29	<0.5	<2	<0.20	<50
12/14/98	<0.5	<0.5	0.22	<0.5	<2	<0.20	<50
03/22/99	<0.5	<0.5	<0.5	<0.5	<2	<0.20	<50
10/27/99	<0.5	<0.5	<0.5	<0.5	<2	<0.20	<50
04/19/00	<0.5	<0.5	<0.5	<0.5	<2	<0.20	<50
10/05/00	<0.5	<0.5	<0.5	<0.5	<2	<0.20	<50
04/12/01	<0.5	<0.5	<0.5	<0.5	<2	<0.20	<50
10/04/01	<0.5	<0.5	<0.5	<0.5	<2	<0.20	<50
04/15/02	<0.5	<0.5	<0.5	<0.5	<2	<0.20	<50

MW-2

05/20/98	5.1	23	17	190	133	<0.2	1800
09/15/98	<0.5	84	34	610	530	3.4	5100
12/14/98	<0.5	<i>160</i>	41	820	440	3.2	4900
03/22/99	<0.5	7.3	1.6	64	68	0.61	850
10/27/99	18	39	<0.5	250	394	5.2	5200
04/19/00	25.9	50.6	7.83	334	278.2	9.5	2860
10/05/00	<i>0.788</i>	3.6	<0.5	8.49	30.45	<0.2	548
04/12/01	<0.5	2.73	0.522	21.5	22.58	<0.2	249
10/04/01	2.54	5.09	4.94	37	30.41	0.485	325
04/15/02	2.82	3.29	2	7.58	34.8	0.682	393

MW-3

05/20/98	<0.5	<0.5	<0.5	<0.5	<2	<0.2	<50
09/15/98	<0.5	<0.5	<0.5	<0.5	<2	<0.2	<50
12/14/98	<0.5	<0.5	<0.5	<0.5	<2	<0.2	<50
03/22/99	<0.5	<0.5	<0.5	<0.5	<2	<0.2	<50
10/27/99	<0.5	<0.5	<0.5	<0.5	<2	<0.2	<50
04/19/00	<0.5	<0.5	<0.5	0.872	<2	0.223	<50
10/05/00	<0.5	<0.5	<0.5	<0.5	<2	<0.2	<50
04/12/01	<0.5	<0.5	<0.5	<0.5	<2	<0.2	<50
10/04/01	<0.5	<0.5	<0.5	<0.5	<2	<0.2	<50
04/15/02	<0.5	<0.5	<0.5	<0.5	<2	<0.2	<50
NR 140 ES	5	700	1000	10000	480	60	NS
<i>NR 140 PAL</i>	<i>0.5</i>	<i>140</i>	<i>200</i>	<i>1000</i>	<i>96</i>	<i>12</i>	<i>NS</i>

ES - Enforcement standards

PAL - Preventive Action Limits

Bolded numbers represent ES exceedances

Italicized numbers represent PAL exceedances

MTBE - Methyl tert butyl ether

GRO - Gasoline range organics

TMB - Trimethylbenzene

NS - No standard established in WAC NR 140

NA - Not analyzed

Samples have not been filtered

Samples reported in parts per billion (ppb)

TABLE 3a
GROUNDWATER ANALYTICAL RESULTS
Klein's General Store
Germantown, Wisconsin

MW-4

Date	Benzene	Ethyl- benzene	Toluene	Xylene (Total)	TMB (Total)	MTBE	GRO
05/20/98	180	220	1000	1200	252	<0.20	4700
09/15/98	200	620	2300	3500	710	<0.20	16000
12/14/98	360	670	2800	3600	710	<0.20	17000
03/22/99	<0.5	0.63	0.56	2.7	<1.94	<0.20	<50
10/27/99	470	630	2900	3500	520	<0.20	21000
04/19/00	111	387	1620	2740	493	<0.20	15300
10/05/00	296	559	2400	1840	375	<1.01	12200
04/12/01	3.68	5.63	20.9	45.6	9.44	<0.20	324
10/04/01	79.4	204	658	1560	294	19.8	8970
04/15/02	34.2	98.9	287	154	135.1	6.25	2660
4/15/02 Dup	57.7	92.6	268	141	118.1	32.1	2840

MW-5

05/20/98	13	14	59	130	146	<0.2	1400
09/15/98	69	110	420	880	610	<0.2	6900
12/14/98	220	520	1500	2980	760	<0.2	11000
03/22/99	1.5	5.6	15	57	92	<0.2	920
10/27/99	57	96	590	570	200	<0.2	3200
04/19/00	196	278	624	1360	1356	107	10300
10/05/00	3.86	11.9	40.3	83.6	60.3	<0.2	902
04/12/01	<0.5	<0.5	<0.5	<0.5	<2	<0.2	<50
10/04/01	9.3	10.3	24.3	86	53.1	<0.2	654
04/15/02	4.33	4.78	11.6	46.5	31.33	0.656	376

MW-6

05/20/98	1.4	1.2	1.3	2.3	<2.8	<0.20	150
09/15/98	13	3.7	4	9.2	<6.6	0.43	540
12/14/98	30	11	9.6	18.6	10.9	1.6	1900
03/22/99	<0.50	<0.5	<0.5	<0.50	<2	<0.2	<50
10/27/99	1.00	0.8	0.66	2.3	<2.5	<0.2	<50
04/19/00	9.03	7.75	10.8	10.2	15.75	2.98	693
10/05/00	0.667	1.78	0.834	1.6	<2.76	<0.2	136
04/12/01	1.47	1.56	0.505	1.91	<2.61	0.375	76.1
10/04/01	<0.50	<0.5	<0.50	<0.5	<2	<0.20	<50
04/15/02	<0.50	<0.5	<0.50	<0.5	<2	<0.20	<50
NR 140 ES	5	700	1000	10000	480	60	NS
<i>NR 140 PAL</i>	<i>0.5</i>	<i>140</i>	<i>200</i>	<i>1000</i>	<i>96</i>	<i>12</i>	<i>NS</i>

ES - Enforcement standards

PAL - Preventive Action Limits

Bolded numbers represent ES exceedances

Italicized numbers represent PAL exceedances

MTBE - Methyl tert butyl ether

GRO - Gasoline range organics

TMB - Trimethylbenzene

NS - No standard established in WAC NR 140

NA - Not analyzed

Samples have not been filtered

Samples reported in parts per billion (ppb)

TABLE 3a
GROUNDWATER ANALYTICAL RESULTS
Klein's General Store
Germantown, Wisconsin

MW-7

Date	Benzene	Ethyl- benzene	Toluene	Xylene (Total)	TMB (Total)	MTBE	GRO
08/05/98	<0.5	<0.5	<0.5	<0.5	<2	<0.2	<50
09/15/98	<0.5	<0.5	<0.5	<0.5	<2	<0.2	<50
12/14/98	<0.5	<0.5	<0.5	<0.5	<2	<0.2	<50
03/22/99	<0.5	<0.5	<0.5	<0.5	<2	<0.2	<50
10/27/99	<0.5	<0.5	<0.5	<0.5	<2	<0.2	<50
04/19/00	<0.5	<0.5	<0.5	0.634	<2	<0.2	<50
10/05/00	<0.5	<0.5	<0.5	<0.5	<2	<0.2	<50
04/12/01	<0.5	<0.5	<0.5	<0.5	<2	<0.2	<50
10/04/01	<0.5	<0.5	<0.5	<0.5	<2	<0.2	<50
04/15/02	<0.5	<0.5	<0.5	<0.5	<2	<0.2	<50
NR 140 ES	5	700	1000	10000	480	60	NS
<i>NR 140 PAL</i>	<i>0.5</i>	<i>140</i>	<i>200</i>	<i>1000</i>	<i>96</i>	<i>12</i>	<i>NS</i>

ES - Enforcement standards
 PAL - Preventive Action Limits
 Bolded numbers represent ES exceedances
 Italicized numbers represent PAL exceedances
 TMB - Trimethylbenzene
 MTBE - Methyl tert butyl ether
 GRO - Gasoline range organics
 NS - No standard established in WAC NR 140
 NA - Not analyzed
 Samples reported in parts per billion (ppb)

TABLE 3b
GROUNDWATER ANALYTICAL RESULTS - POTABLE WELLS
Klein's General Store
Germantown, Wisconsin

PW-5

Residential House - N132 W17074 Rockfield Road Germantown, Wisconsin

Date	Benzene	Ethyl-benzene	Toluene	Total Xylenes	Total TMB	MTBE	n-Butyl-benzene	sec-Butyl-benzene	tert-Butyl-benzene	Isopropyl-benzene	p-Isopropyl-Toluene	1,2-DCA	Tetra-chloro-ethene	GRO
05/10/99	<0.5	<0.5	<0.5	<5	<2	<0.2	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<1	NA

PW-6

Paske Residence - W172 N13229 Division Road, Germantown, Wisconsin

05/10/99	<0.5	<0.5	<0.5	<5	<2	<0.2	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<1	NA
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PW-6R

Paske Residence - W172 N13229 Division Road, Germantown, Wisconsin

05/15/01	<0.5	<0.5	<0.5	<0.5	<2	<0.2	NA	NA	NA	NA	NA	<0.3	<1	<50
----------	------	------	------	------	----	------	----	----	----	----	----	------	----	-----

PW-7

Dragich Auto Body - W172 N13186 Division Road, Germantown, Wisconsin

05/10/99	73	9.7	5.7	8	<2	<0.2	<0.5	<0.5	<0.5	<0.5	<0.5	7.9	580	NA
04/15/02	376	32.5	29.3	10.5	9.28	8.29	NA	NA	NA	NA	NA	NA	NA	2530

PW-8

Tonn Potable Well - Germantown, Wisconsin

05/15/01	<0.5	<0.5	<0.5	<0.5	<2	<0.2	NA	NA	NA	NA	NA	<0.3	<1	<50
NR 140 ES	5	700	1000	10000	480	60	NS	NS	NS	NS	NS	5	1	NS
<i>NR 140 PAL</i>	<i>0.5</i>	<i>140</i>	<i>200</i>	<i>1000</i>	<i>96</i>	<i>12</i>	<i>NS</i>	<i>NS</i>	<i>NS</i>	<i>NS</i>	<i>NS</i>	<i>0.5</i>	<i>5</i>	<i>NS</i>

ES - Enforcement standards, represented by bolded numbers

PAL - Preventive Action Limits, represented by italicized numbers

TMB - Trimethylbenzene

NS - No standard established in WAC NR 140

NA - Not analyzed

Samples reported in parts per billion (ppb)

MTBE - Methyl tert Butyl Ether

DCA - Dichloroethane

GRO - Gasoline Range Organics

TABLE 3b
GROUNDWATER ANALYTICAL RESULTS - POTABLE WELLS
Klein's General Store
Germantown, Wisconsin

PW-1

Klein's General Store - N132 W17303 Rockfield Road, Germantown, Wisconsin

Date	Benzene	Ethyl-benzene	Toluene	Total Xylenes	Total TMB	MTBE	n-Butyl-benzene	sec-Butyl-benzene	tert-Butyl-benzene	Isopropyl-benzene	p-Isopropyl-Toluene	1,2-DCA	Tetra-chloro-ethene	GRO
03/16/98	<0.5	<0.5	<0.5	<5	<2	<0.2	<0.5	<0.5	<0.5	<0.5	1.5	0.55	<1	NA
09/15/98	0.87	2.6	11	16.5	3.49	<0.2	NA	NA	NA	NA	NA	NA	<1	71
12/14/98	<0.5	<0.5	0.46	<5	<2	<0.2	NA	NA	NA	NA	NA	NA	<1	<50
03/22/99	<0.5	<0.5	<0.5	<5	<2	<0.2	NA	NA	NA	NA	NA	NA	<1	<50
10/27/99	<0.5	<0.5	<0.5	<5	<2	<0.2	NA	NA	NA	NA	NA	NA	<1	60
04/19/99	0.999	<0.5	0.81	7.11	<2	<0.2	NA	NA	NA	NA	NA	<0.3	<1	<50
10/05/00	<0.5	<5	<5	<5	<10	<0.101	NA	NA	NA	NA	NA	<0.5	<1	<50
04/12/01	<0.5	<5	0.657	<0.5	<2	<0.2	NA	NA	NA	NA	NA	<0.3	<1	<50
10/04/01	<0.5	<5	<0.5	<0.5	<2	<0.2	NA	NA	NA	NA	NA	<0.3	<1	<50

PW-2

Some Place Cheap Tavern - N132 W17225 Rockfield Road Germantown, Wisconsin

03/16/98	3.2	<0.5	<0.5	<0.5	<2	<0.2	<0.5	<0.5	<0.5	<0.5	<0.5	<0.3	<1	NA
09/15/98	11	1.4	<0.5	0.56	<2.5	<0.2	NA	NA	NA	NA	NA	<0.3	<1	56
12/14/98	23	2.8	0.3	1.36	<3.8	<0.2	NA	NA	NA	NA	NA	<0.3	<1	88
03/22/99	Could not access building to obtain samples													
10/27/99	Could not access building to obtain samples													
04/19/99	Could not access building to obtain samples													
10/05/00	Could not access building to obtain samples													
11/03/00	12.5	1.56	<0.5	<0.5	<2.12	<0.2	NA	NA	NA	NA	NA	<0.3	<1	<50
05/15/01	8.31	1.63	<0.5	<0.5	<2.38	<0.2	NA	NA	NA	NA	NA	<0.3	<1	<50
NR 140 ES	5	700	1000	10000	480	60	NS	NS	NS	NS	NS	5	1	NS
<i>NR 140 PAL</i>	<i>0.5</i>	<i>140</i>	<i>200</i>	<i>1000</i>	<i>96</i>	<i>12</i>	<i>NS</i>	<i>NS</i>	<i>NS</i>	<i>NS</i>	<i>NS</i>	<i>0.5</i>	<i>5</i>	<i>NS</i>

ES - Enforcement standards

PAL - Preventive Action Limits

TMB - Trimethylbenzene

NS - No standard established in WAC NR 140

NA - Not analyzed

** Sample was filtered

Samples reported in parts per million (ppb)

MTBE - Methyl tert Butyl Ether

DCA - Dichloroethane

GRO - Gasoline Range Organics

TABLE 3b
GROUNDWATER ANALYTICAL RESULTS - POTABLE WELLS
Klein's General Store
Germantown, Wisconsin

PW-2R

Some Place Cheap Tavern - N132 W17225 Rockfield Road Germantown, Wisconsin

Date	Benzene	Ethyl-benzene	Toluene	Total Xylenes	Total TMB	MTBE	n-Butyl-benzene	sec-Butyl-benzene	tert-Butyl-benzene	Isopropyl-benzene	p-Isopropyl-Toluene	1,2-DCA	Tetra-chloro-ethene	GRO
06/29/01	<0.5	<0.5	25.1	<0.5	<2	<0.2	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<1	NA
10/04/01	<0.5	<0.5	0.999	<0.5	<2	<0.2	NA	NA	NA	NA	NA	<0.3	<1	<50
04/15/02	<0.5	<0.5	1.38	<0.5	<2	<0.2	NA	NA	NA	NA	NA	NA	NA	<50

PW-3

Green House - W172 N13217 Rockfield Road Germantown, Wisconsin

03/16/98	9.5	2.1	<0.5	0.66	<2.5	<0.2	1.5	1.4	0.86	2.1	1	1.2	<1	NA
09/15/98	11	0.33	1	1.01	<2.3	<0.2	NA	NA	NA	NA	NA	2.1	<1	480
12/14/98	14	<0.5	0.89	0.95	<2.4	<0.2	NA	NA	NA	NA	NA	2.3	<1	460
03/22/99	8.3	<0.5	<0.5	0.24	<1.81	<0.2	NA	NA	NA	NA	NA	<0.5	<1	370
10/27/99	9.6	<0.5	1.5	0.53	<2	<0.2	NA	NA	NA	NA	NA	1.7	<1	500
04/19/00	4.43	<0.5	0.711	<0.5	<2	<0.2	NA	NA	NA	NA	NA	1.31	<1	350
10/05/00	19.5	<5	<5	<5	<10	<0.101	NA	NA	NA	NA	NA	<0.5	<1	308
10/05/00**	<0.5	<5	<5	<5	<10	<0.101	NA	NA	NA	NA	NA	<0.5	<1	<50
04/12/01	6.42	1.23	1.1	1.54	<2	<0.2	NA	NA	NA	NA	NA	2.02	<1	280
10/04/01	7.65	0.693	2.62	2.87	<2	<0.2	NA	NA	NA	NA	NA	1.57	<1	357

PW-3R

Green House - W172 N13217 Rockfield Road Germantown, Wisconsin

11/26/01	<0.5	<0.5	34.2	<0.5	<2	<0.2	NA	NA	NA	NA	NA	<0.3	<1	<50
04/15/02	<0.5	<0.5	<0.5	<0.5	<2	<0.2	NA	NA	NA	NA	NA	NA	NA	<50

PW-4

Residential House - N132 W17357 Rockfield Road, Germantown, Wisconsin

03/16/98	<0.5	<0.5	<0.5	<5	<2	<0.2	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<1	NA
NR 140 ES	5	700	1000	10000	480	60	NS	NS	NS	NS	NS	5	1	NS
<i>NR 140 PAL</i>	<i>0.5</i>	<i>140</i>	<i>200</i>	<i>1000</i>	<i>96</i>	<i>12</i>	<i>NS</i>	<i>NS</i>	<i>NS</i>	<i>NS</i>	<i>NS</i>	<i>0.5</i>	<i>5</i>	<i>NS</i>

ES - Enforcement standards, represented by bolded numbers
 PAL - Preventive Action Limits, represented by italicized numbers
 TMB - Trimethylbenzene
 NS - No standard established in WAC NR 140
 NA - Not analyzed
 Samples reported in parts per billion (ppb)
 MTBE - Methyl tert Butyl Ether
 DCA - Dichloroethane
 GRO - Gasoline Range Organics

TABLE 4
GROUNDWATER ELEVATION
 Klein's General Store
 Germantown, Wisconsin

MW-1

Gauging Date	Depth to Water	TOC Elevation	Groundwater Elevation	Total Depth	Dissolved Oxygen	Temperature
5/20/98	18.84	903.82	884.98	28.82	8.54	9
9/15/98	23.59	903.82	880.23	28.82	1.80	12
12/14/98	24.43	903.82	879.39	28.82	1.60	12.1
3/22/99	19.96	903.82	883.86	28.82	2.25	9.2
10/27/99	23.37	903.82	880.45	28.82	3.30	12.8
04/19/00	22.89	903.82	880.93	28.82	4.70	9.6
10/05/00	21.20	903.82	882.62	28.82	5.40	12.6
04/12/01	18.27	903.82	885.55	28.82	7.36	9.2
10/04/01	20.17	903.82	883.65	28.82	8.55	12.3
04/15/02	17.58	903.82	886.24	28.82	8.30	10

MW-2

5/20/98	13.04	898.20	885.16	27.48	0.30	9.1
9/15/98	17.38	898.20	880.82	27.48	0.22	12.4
12/14/98	18.67	898.20	879.53	27.48	0.16	12.2
3/22/99	14.04	898.20	884.16	27.48	1.10	7.8
10/27/99	17.32	898.20	880.88	27.48	0.55	13.4
04/19/00	16.73	898.20	881.47	27.48	0.58	8.7
10/05/00	15.28	898.20	882.92	27.48	0.58	14
04/12/01	12.45	898.20	885.75	27.48	5.42	7.4
10/04/01	14.41	898.20	883.79	27.48	0.22	12.7
04/15/02	11.76	898.20	886.44	27.48	3.86	8.1

MW-3

5/20/98	8.45	892.53	884.08	25.00	8.15	9.3
9/15/98	12.95	892.53	879.58	25.00	0.34	11.7
12/14/98	14.05	892.53	878.48	25.00	0.55	11.3
3/22/99	9.41	892.53	883.12	25.00	2.54	7.3
10/27/99	13.02	892.53	879.51	25.00	1.05	12.4
04/19/00	12.30	892.53	880.23	25.00	5.50	8.2
10/05/00	10.90	892.53	881.63	25.00	5.88	12.8
04/12/01	7.98	892.53	884.55	25.00	7.74	6.9
10/04/01	10.14	892.53	882.39	25.00	6.60	12
04/15/02	7.93	892.53	884.60	25.00	7.14	8.2

Measurements recorded in feet

Depth to water measured from TOC

TOC - Top of casing

Dissolved oxygen reported in parts per million (ppm)

Temperature reported in Degrees Celsius

TABLE 4
GROUNDWATER ELEVATION
 Klein's General Store
 Germantown, Wisconsin

MW-4

Gauging Date	Depth to Water	TOC Elevation	Groundwater Elevation	Total Depth	Dissolved Oxygen	Temperature
5/20/98	8.69	892.50	883.81	25.03	0.45	8.9
9/15/98	13.05	892.50	879.45	25.03	0.16	11.4
12/14/98	14.25	892.50	878.25	25.03	0.38	11.9
3/22/99	9.59	892.50	882.91	25.03	1.58	7.5
10/27/99	13.13	892.50	879.37	25.03	0.58	12.6
04/19/00	12.46	892.50	880.04	25.03	0.50	8.9
10/05/00	11.03	892.50	881.47	25.03	0.10	12.8
04/12/01	7.70	892.50	884.80	25.03	5.44	7.1
10/04/01	10.45	892.50	882.05	25.03	0.29	13
04/15/02	8.23	892.50	884.27	25.03	1.18	9.4

MW-5

5/20/98	10.23	893.80	883.57	25.03	3.38	9.8
9/15/98	15.29	893.80	878.51	25.03	0.30	13.2
12/14/98	16.32	893.80	877.48	25.03	0.35	12.7
3/22/99	11.58	893.80	882.22	25.03	1.34	7.7
10/27/99	15.00	893.80	878.80	25.03	0.67	14.1
04/19/00	14.10	893.80	879.70	25.03	0.40	9.8
10/05/00	12.80	893.80	881.00	25.03	0.70	13
04/12/01	9.46	893.80	884.34	25.03	7.26	7.26
10/04/01	12.11	893.80	881.69	25.03	4.96	13.2
04/15/02	10.85	893.80	882.95	25.03	7.28	8.4

MW-6

5/20/98	7.84	889.05	881.21	20.21	5.07	10.5
9/15/98	13.53	889.05	875.52	20.21	0.85	13
12/14/98	13.51	889.05	875.54	20.21	0.30	12.7
3/22/99	NM	889.05	NM	20.21	2.75	7.5
10/27/99	12.52	889.05	876.53	20.21	2.50	14.7
04/19/00	10.73	889.05	878.32	20.21	0.40	9.3
10/05/00	10.15	889.05	878.90	20.21	4.52	14.3
04/12/01	5.93	889.05	883.12	20.21	3.55	8
10/04/01	9.43	889.05	879.62	20.21	4.71	14.1
04/15/02	6.88	889.05	882.17	20.21	7.42	8.2

Measurements recorded in feet

Depth to water measured from TOC

TOC - Top of casing

Dissolved oxygen reported in parts per million (ppm)

Temperature reported in Degrees Celsius

TABLE 4
GROUNDWATER ELEVATION
Klein's General Store
Germantown, Wisconsin

MW-7

Gauging Date	Depth to Water	TOC Elevation	Groundwater Elevation	Total Depth	Dissolved Oxygen	Temperature
9/15/98	16.28	891.71	875.43	23.98	0.50	14
12/14/98	17.06	891.71	874.65	23.98	0.65	13.1
3/22/99	13.16	891.71	878.55	23.98	2.38	8.1
10/27/99	16.09	891.71	875.62	23.98	0.68	14.1
04/19/00	15.15	891.71	876.56	23.98	0.45	9.4
10/05/00	14.30	891.71	877.41	23.98	5.70	14.3
04/12/01	11.94	891.71	879.77	23.98	5.90	7.9
10/04/01	13.51	891.71	878.20	23.98	6.15	14.7
04/15/02	11.78	891.71	879.93	23.98	6.54	8.8

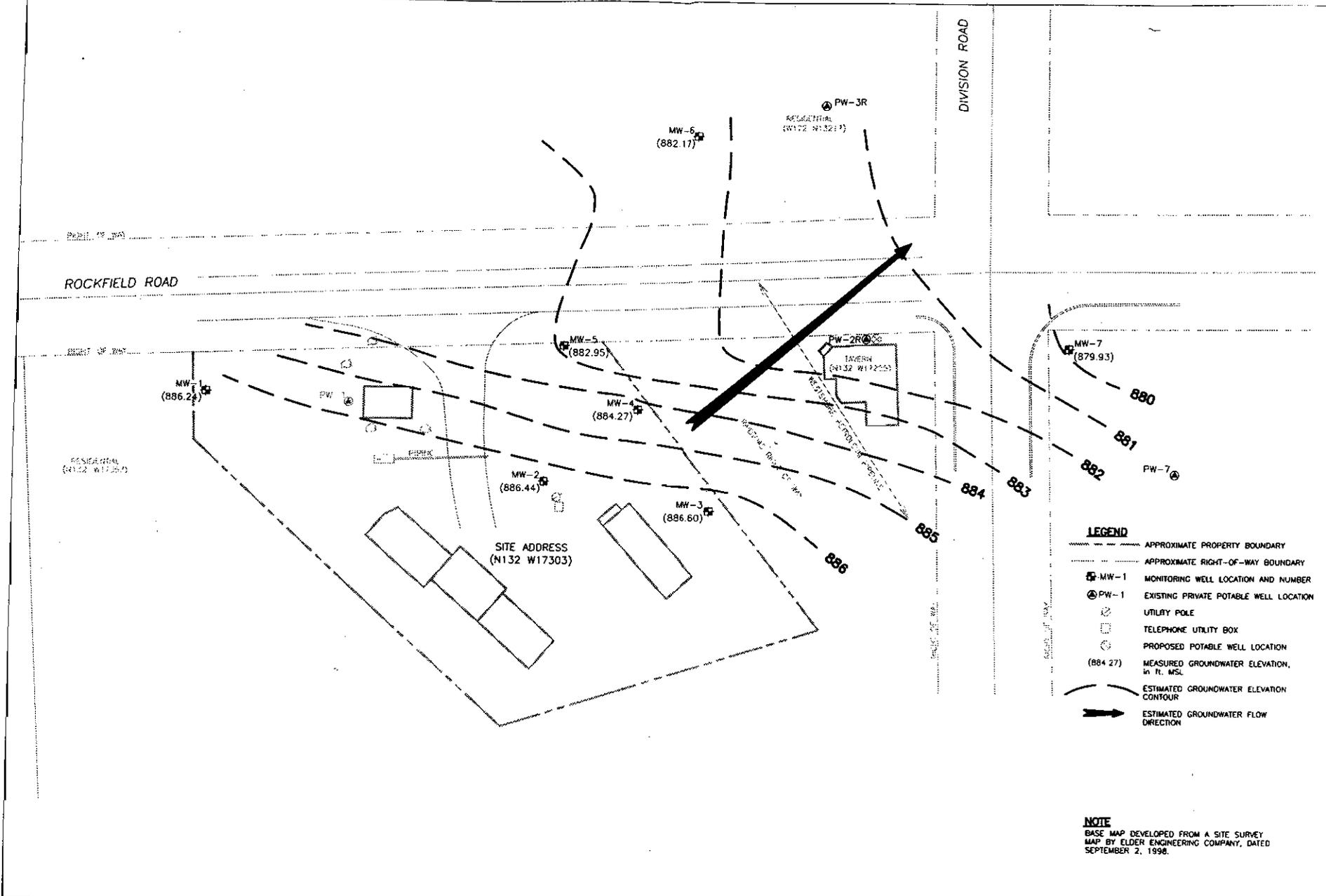
Measurements recorded in feet

Depth to water measured from TOC

TOC - Top of casing

Dissolved oxygen reported in parts per million (ppm)

Temperature reported in Degrees Celsius



- LEGEND**
- APPROXIMATE PROPERTY BOUNDARY
 - APPROXIMATE RIGHT-OF-WAY BOUNDARY
 - ☒ MW-1 MONITORING WELL LOCATION AND NUMBER
 - ⊙ PW-1 EXISTING PRIVATE POTABLE WELL LOCATION
 - ⊙ UTILITY POLE
 - ⊙ TELEPHONE UTILITY BOX
 - ⊙ PROPOSED POTABLE WELL LOCATION
 - (884.27) MEASURED GROUNDWATER ELEVATION, in ft. MSL
 - - - ESTIMATED GROUNDWATER ELEVATION CONTOUR
 - ➔ ESTIMATED GROUNDWATER FLOW DIRECTION

NOTE
 BASE MAP DEVELOPED FROM A SITE SURVEY
 MAP BY ELDER ENGINEERING COMPANY, DATED
 SEPTEMBER 2, 1998.

DRAWN BY: CCM
 APPROVED BY:

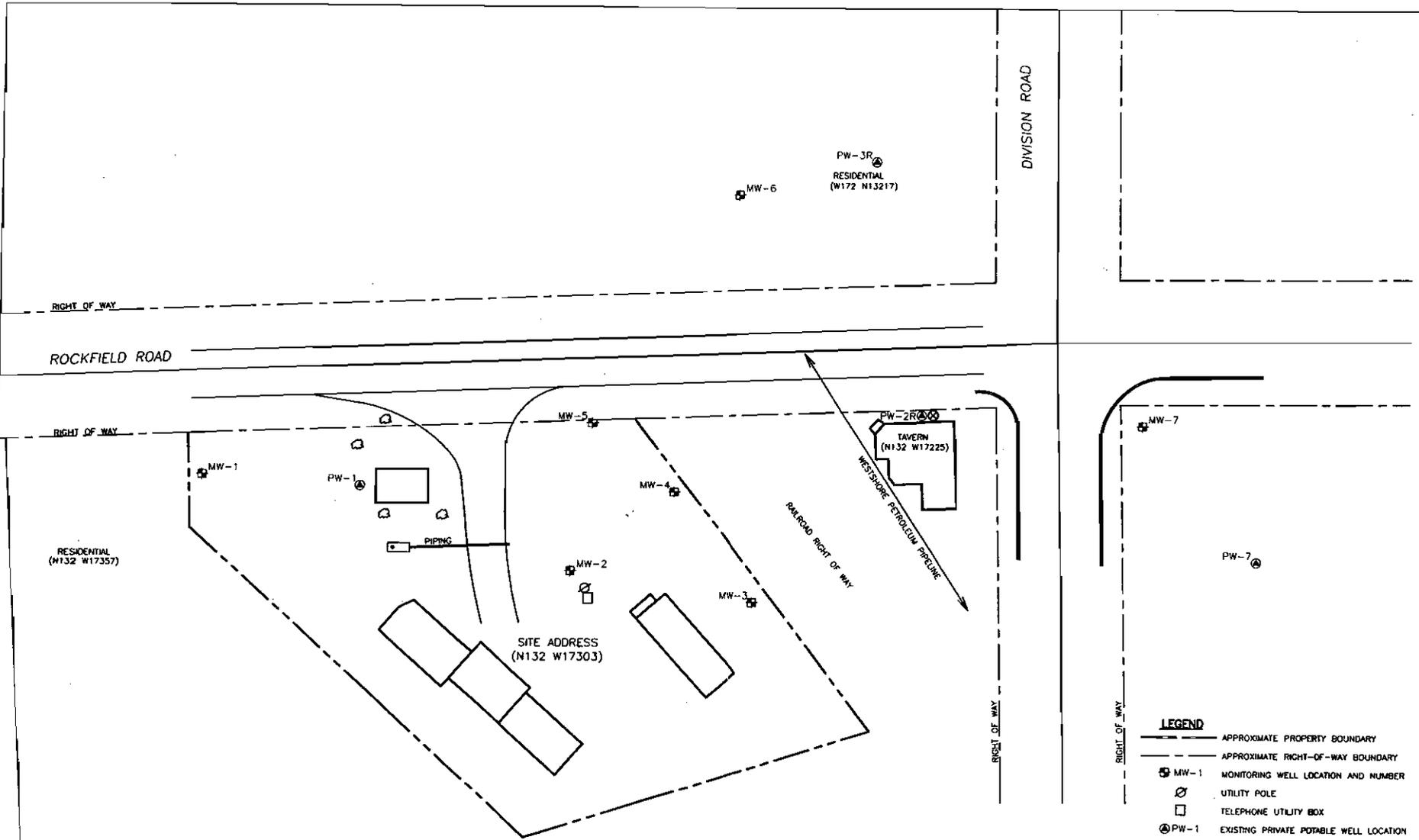
DATE: 5/29/02
 PROJ: 98001501-83B

north

0 25 50
 1 INCH = APPROX. 50 FEET

FIGURE 9
 GROUNDWATER CONTOUR MAP
 FOR THE
 KLEIN'S GENERAL STORE
 GERMANTOWN, WISCONSIN

ADVENT
 ENVIRONMENTAL SERVICES, INC.



- LEGEND**
- APPROXIMATE PROPERTY BOUNDARY
 - - - APPROXIMATE RIGHT-OF-WAY BOUNDARY
 - ⊕ MW-1 MONITORING WELL LOCATION AND NUMBER
 - ⊙ UTILITY POLE
 - ☐ TELEPHONE UTILITY BOX
 - ⊗ PW-1 EXISTING PRIVATE POTABLE WELL LOCATION
 - ⊗ PROPOSED POTABLE WELL LOCATION

NOTE
 BASE MAP DEVELOPED FROM A SITE SURVEY
 MAP BY ELDER ENGINEERING COMPANY, DATED
 SEPTEMBER 2, 1998.

DRAWN BY: CCM
 APPROVED BY:

DATE: 5/23/02
 PROJ# 98001501-B2

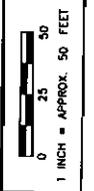
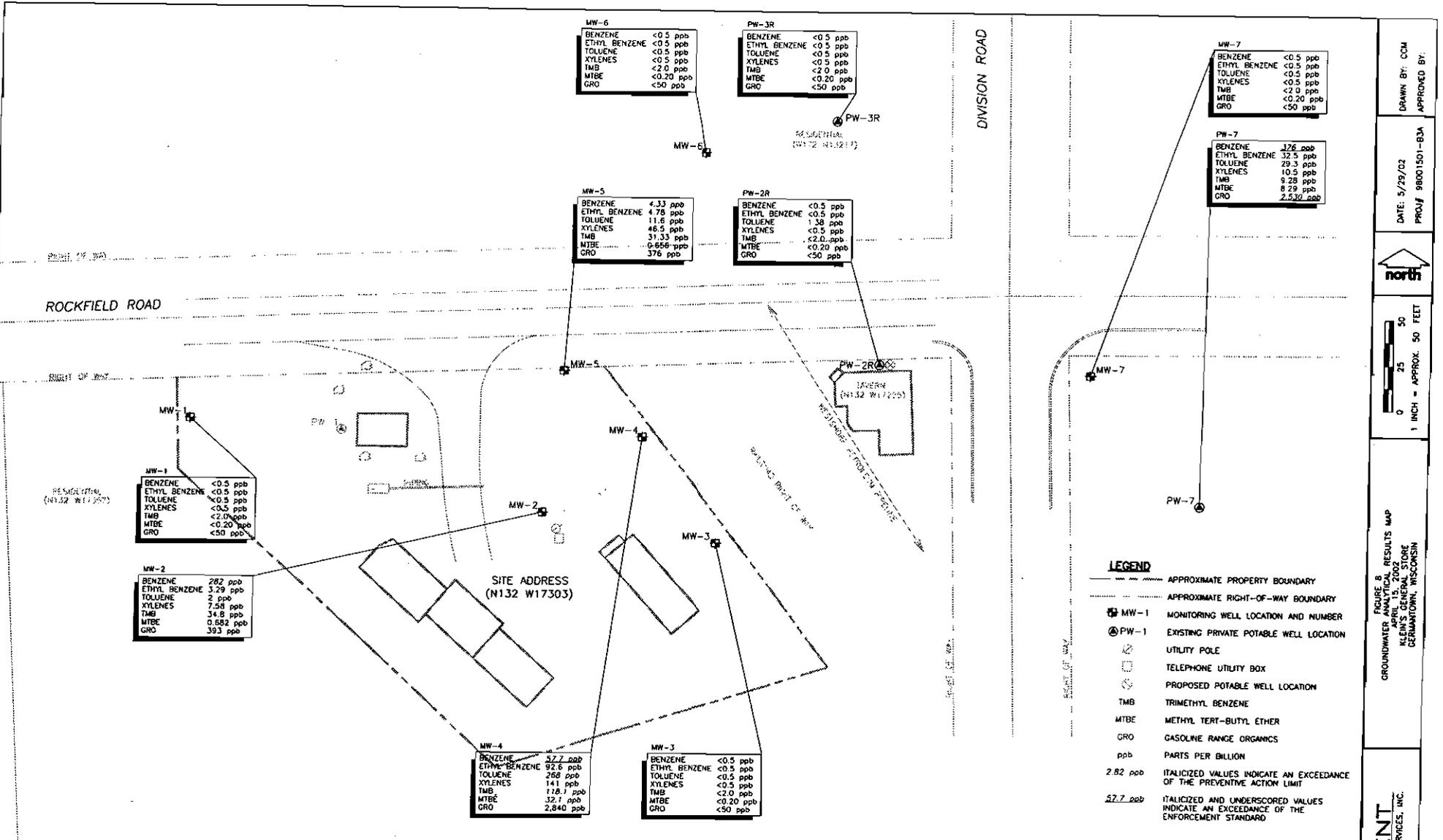


FIGURE 2
 SITE MAP
 KLEIN'S CONCRETE STORE
 GERMANTOWN, INDIANA

ADVENT
 ENVIRONMENTAL SERVICES, INC.



LEGEND

- APPROXIMATE PROPERTY BOUNDARY
- APPROXIMATE RIGHT-OF-WAY BOUNDARY
- ⊕ MW-1 MONITORING WELL LOCATION AND NUMBER
- ⊕ PW-1 EXISTING PRIVATE POTABLE WELL LOCATION
- ⊙ UTILITY POLE
- ⊙ TELEPHONE UTILITY BOX
- ⊙ PROPOSED POTABLE WELL LOCATION
- TMB TRIMETHYL BENZENE
- MTBE METHYL TERT-BUTYL ETHER
- GRO GASOLINE RANGE ORGANICS
- ppb PARTS PER BILLION
- 2.82 ppb ITALICIZED VALUES INDICATE AN EXCEEDANCE OF THE PREVENTIVE ACTION LIMIT
- 57.7 ppb ITALICIZED AND UNDERSCORED VALUES INDICATE AN EXCEEDANCE OF THE ENFORCEMENT STANDARD

NOTE
 BASE MAP DEVELOPED FROM A SITE SURVEY.
 MAP BY ELDER ENGINEERING COMPANY, DATED
 SEPTEMBER 2, 1998.

DRAWN BY: CCM
 APPROVED BY:

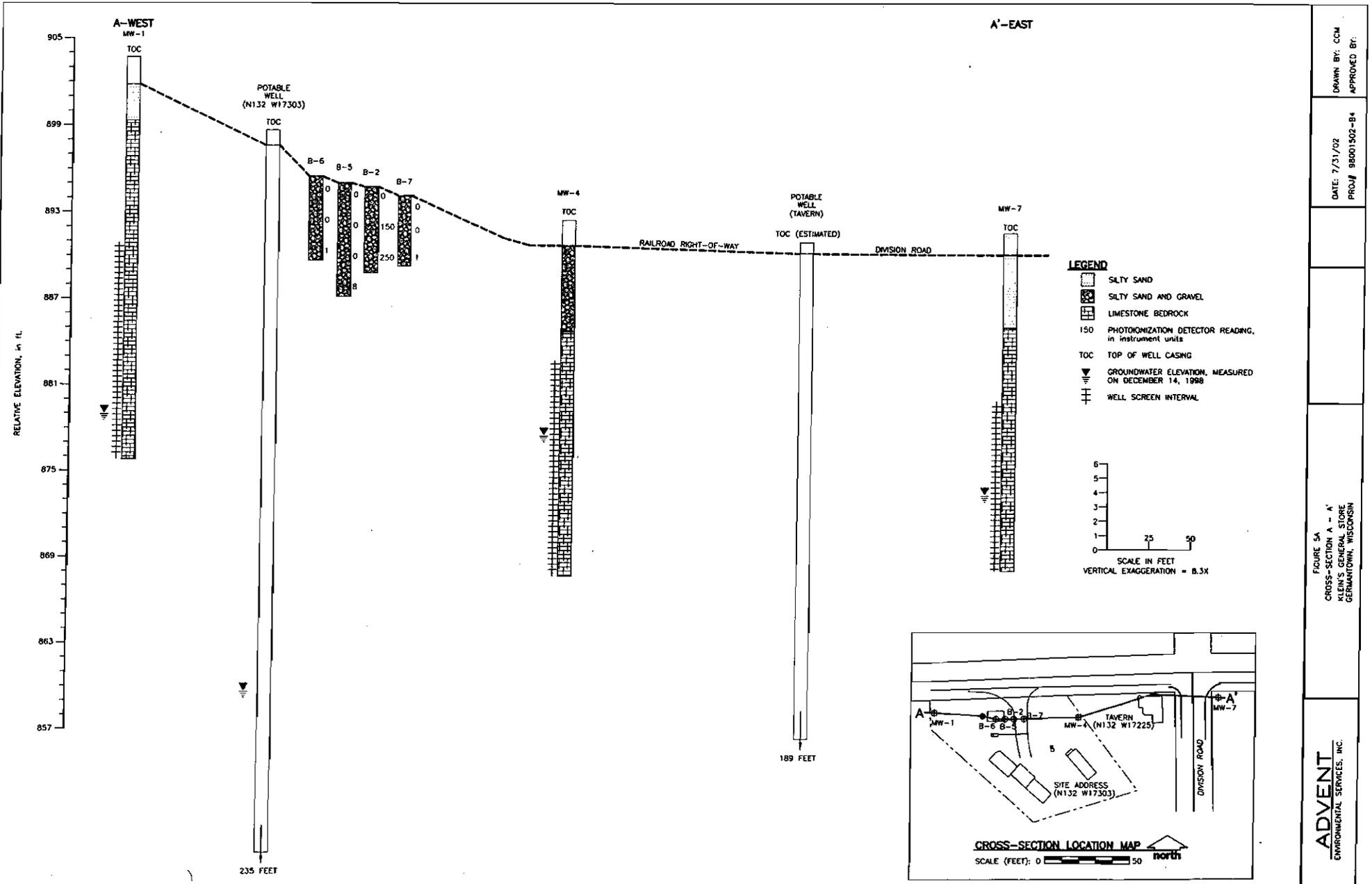
DATE: 5/29/02
 PROJ: 98001501-BSA

north

0 25 50
 1 INCH = APPROX. 50 FEET

GROUNDWATER ANALYTICAL RESULTS MAP
 APRIL 15, 2002
 KLEIN'S GENERAL STORE
 DERMANTOWN, WISCONSIN

ADVENT
 ENVIRONMENTAL SERVICES, INC.



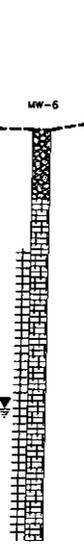
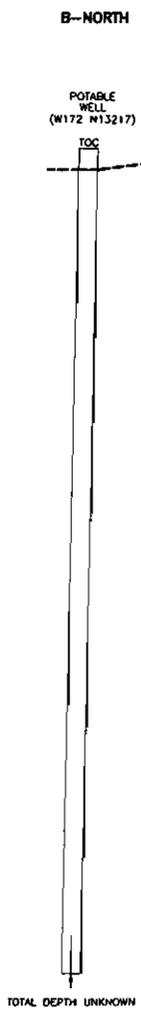
DRAWN BY: CCM
 APPROVED BY:

DATE: 7/31/02
 PROJ# 98001502-B4

FIGURE 5A
 CROSS-SECTION A - A'
 KLEIN'S GENERAL STORE
 GERMANTOWN, WISCONSIN

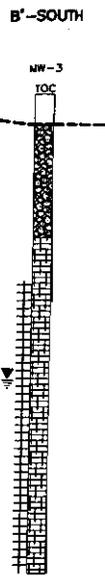
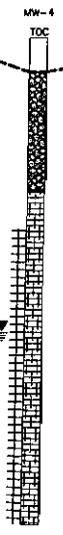
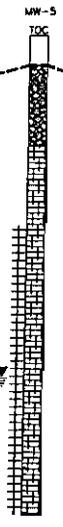
RELATIVE ELEVATION, in ft.

899
893
887
881
875
869
863
857
851

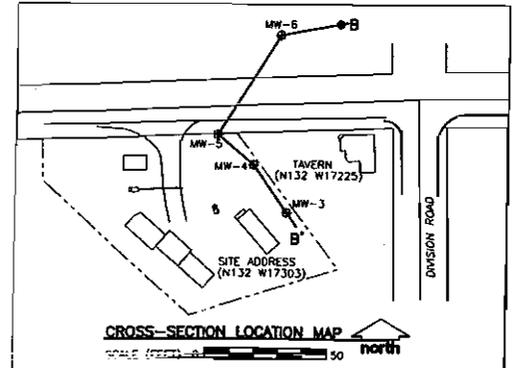
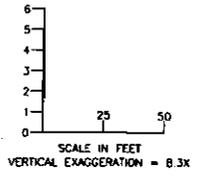


RAILROAD RIGHT-OF-WAY

ROCKFIELD ROAD



- LEGEND**
- SILTY SAND AND GRAVEL
 - LIMESTONE BEDROCK
 - TOC TOP OF WELL CASING
 - GROUNDWATER ELEVATION, MEASURED ON DECEMBER 14, 1998
 - WELL SCREEN INTERVAL



A D V E N T

December 18, 2002

Chicago and Northwestern Railway Company
2105 Union Avenue
Sheboygan, Wisconsin 53081

RE: Petroleum contamination in the right-of-way adjacent to N132 W17303
Rockfield Road, Germantown, Wisconsin
Advent Project No. 970152.03

Dear Sir or Madam:

Advent Environmental Services, Inc., investigated and remediated petroleum-contaminated soil and groundwater at the Klein General Store, N132 W17303 Rockfield Road, Germantown, Wisconsin. A site closure request was submitted to the Wisconsin Department of Natural Resources (WDNR). Advent has prepared this letter to comply with the final site closure requirements and to inform the Chicago and Northwestern Railway Company that there is a possibility that residual groundwater contamination exists in the right-of-way of the southwest corner of Division Road and Rockfield Road extending along the railroad right-of-way approximately 150 feet.

A copy of the estimated horizontal extent of groundwater contamination and a table presenting the groundwater sample analytical results has been enclosed so you have an idea of the contaminant concentrations. In addition, we included a copy of the Regional Topographical Map showing the location of the Klein's General Store for your reference.

If you have any questions, please call me at (414) 371-5026, extension 3010.

Sincerely,



Stephanie Flynn
Environmental Scientist – Mequon Office

enclosures

cc: Sandra Forgach, Representative for the Estate of Leroy Schmidt, 8362 N. 49th Street, Brown Deer, Wisconsin 53223-3604
Ms. Brenda Boyce, WDNR, 407 Pilot Court, Suite 100, Waukesha, Wisconsin 53188

Advent Environmental Services, Inc.

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

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