





## State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

Jim Doyle, Governor  
Scott Hassett, Secretary  
Scott Humrickhouse, Regional Director

Wisconsin Rapids Service Center  
473 Griffith Avenue  
Wisconsin Rapids, Wisconsin 54494  
Telephone 715-421-7800  
FAX 715-421-7873

August 11, 2004

Mr. Tom Scully  
Scully Oil Company  
150 Flint Street  
Lyndon Station, WI 53944

SUBJECT: Final Case Closure By Project Manager With Conditions Met  
Scully Phillips, 150 Flint Street, Lyndon Station, WI  
WDNR BRRTS #: 03-29-000696

Dear Mr. Scully:

On December 11, 2003, 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 July 13, 2004 you were notified that conditional closure was granted to this case.

On August 3, 2004, the Department received correspondence indicating that you have complied with the conditions of closure. The only condition for closure was the abandonment of all on-site wells. Based on the correspondence and data provided, it appears that your case has been remediated to Department standards in accordance with s. NR 726.05, Wis. Adm. Code. The Department considers this case closed and no further investigation, remediation or other action is required at this time.

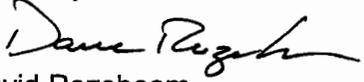
Your site will be listed on the DNR Remediation and Redevelopment GIS Registry of Closed Remediation Sites. Information that was submitted with your closure request application will be included on the registry. To review the sites on the GIS Registry web page, visit <http://gomapout.dnr.state.wi.us/org/at/et/geo/gwur/index.htm> If your property is listed on the GIS Registry due to groundwater contamination exceeding ch. NR 140 standards at the time of closure, and you intend to construct or reconstruct a well, you will need Department approval. Department approval is required before construction or reconstruction of a well on a property listed on the GIS Registry, in accordance with s. NR 812.09(4)(w). To obtain approval, Form 3300-254 needs to be completed and submitted to the DNR Drinking and Groundwater program's regional water supply specialist. This form can be obtained on-line at the web address listed above.

If there is equipment purchased with PECFA funds remaining at the site, contact the Commerce PECFA Program to determine the method for salvaging the equipment.

Please be aware that this 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 the environment.

The Department appreciates your efforts to restore the environment at this site. If you have any questions regarding this letter, please contact me at (715) 421-7873.

Sincerely,

A handwritten signature in black ink, appearing to read "David Rozeboom". The signature is fluid and cursive, with a prominent initial "D".

David Rozeboom  
Hydrogeologist  
Bureau for Remediation & Redevelopment

cc: Tom Pignet, METCO, 2956 Airport Road, La Crosse, WI 54603



## State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

Jim Doyle, Governor  
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Scott Humrickhouse, Regional Director

Wisconsin Rapids Service Center  
473 Griffith Avenue  
Wisconsin Rapids, Wisconsin 54494  
Telephone 715-421-7800  
FAX 715-421-7873

July 13, 2004

Mr. Tom Scully  
Scully Oil Company  
150 Flint Street  
Lyndon Station, WI 53944

Subject: Conditional Case Closure  
Scully Phillips, 150 Flint Street, Lyndon Station, Wisconsin  
WDNR BRRTS # 03-29-000696

Dear Mr. Scully:

On December 11, 2003, your request for closure of the case described above was reviewed by the Wisconsin Department of Natural Resources. The West Central Region 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 Closure Committee had determined that additional sampling was necessary to complete the site investigation. On July 9, 2004, the Department of Natural Resources received the results of the additional sampling and has determined that the petroleum contamination from the area in the vicinity of the pump island appears to have been investigated and remediated to the extent practicable under site conditions. Your case has been remediated to Department standards in accordance with s. NR 726.05, Wis. Adm. Code and will be closed if the following conditions are satisfied:

The monitoring wells, recovery well, soil vapor extraction wells, soil vapor monitoring wells and air sparging wells at the site must be properly abandoned in compliance with ch. NR 141, Wis. Adm.. Documentation of well abandonment must be submitted to Dave Rozeboom on Form 3300-5B found at <http://www.dnr.state.wi.us/org/water/dwg/gw/> or provided by the Department of Natural Resources

When the above conditions have been satisfied, please submit a letter to let me 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 (715) 421-7873.

Sincerely,

A handwritten signature in black ink that reads "Dave Rozeboom". The signature is written in a cursive style with a large, prominent "D" and "R".

Dave Rozeboom  
Hydrogeologist  
Bureau for Remediation & Redevelopment

Enclosure

cc: Tom Pignet, METCO, 2956 Airport Road, La Crosse, WI 54603



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 \$ full insurable value 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 tenantable condition and repair, to keep the Property free from liens superior to the lien of this Contract, and to comply with all laws, ordinances and regulations affecting the Property.

Vendor agrees that in case the purchase price with interest and other moneys shall be fully paid and all conditions shall be fully performed at the times and in the manner above specified, Vendor will on demand, execute and deliver to the Purchaser, a Warranty Deed, in fee simple, of the Property, free and clear of all liens and encumbrances, except any liens or encumbrances created by the act or default of Purchaser, and except: municipal and zoning ordinances, recorded easements and restrictions and general taxes and special assessments of the year of closing

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

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

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 5th day of May, 19 99.

SCULL REAL ESTATE II, LLC

Thomas F. Scully (SEAL)
Nora K. Scully (SEAL)

By: Jeffrey T. Scully (SEAL)
Jeffrey T. Scully, Member (SEAL)

AUTHENTICATION

ACKNOWLEDGMENT

Signature(s) Thomas F. Scully, Nora K. Scully and Scully Real Estate II, LLC, by Jeffrey T. Scully, Member.

State of Wisconsin, County, ss.

authenticated this 5th day of May, 19 99

Personally came before me this day of 19, the above named

L. William Kahler, Jr. (SEAL)

TITLE: MEMBER STATE BAR OF WISCONSIN (If not, authorized by 8706.06, Wis. Stats.)

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

THIS INSTRUMENT WAS DRAFTED BY

Attorney L. William Kahler, Jr. KAHLER LAW OFFICES

Notary Public, County, Wis. My commission is permanent. (If not, state expiration date: 19)

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

Land Contract  
Scully/Scully Real Estate II, LLC

Parcel I. Lot Ten (10) and eight (8) feet wide and one hundred thirty-one (131) feet long off from the south side of Lot Nine (9), all in Block Five (5) in the Village of Lyndon Station, Juneau County, Wisconsin, same being more particularly described as follows: Commencing at a point at the Southeast corner of said Lot Ten (10) at the corner of Flint and Juneau Streets, thence running in a Northwesterly direction on a line between the south side of Lot Ten (10) and said Flint Street, a distance of one hundred thirty-one (131) feet to the center of the alley running between Lots Nine (9) and Ten (10), Eleven (11) and Twelve (12) in said Block; thence running at right angles with said 131 foot line in the center of said alley in a Northerly direction, a distance of fifty-eight (58) feet; thence running at right angles with said last mentioned line through said Lot Nine (9), a distance of 131 feet to Juneau Street; thence at right angles with said 131 foot line on the westerly side or line of Juneau Street, a distance of fifty-eight (58) feet to place of beginning, said piece or parcel of land being 58 feet wide and 131 feet long containing 7,598 square feet of land.

Parcel II. A part of the West Half of the Southwest Quarter (W $\frac{1}{2}$ SW $\frac{1}{4}$ ) of Section Three (3), Township Fourteen (14) North, Range Five (5) East, Town of Lyndon, Juneau County, Wisconsin, described as follows: Commencing at the Southwest corner of Section 3; thence N 1°02' E along the West side of the Section 1330.60 feet to the Southwest corner of the NW $\frac{1}{4}$ SW $\frac{1}{4}$  and the point of beginning; Thence continuing N 1°02' E along the West side of Section 3 a distance of 858.44 feet to the Southwest R/W line of Interstate Highway 90 & 94; thence S 50°14' E along said Southwest R/W line 710.92 feet, thence S 31°20' E along said Southwest R/W line 426.98 feet, thence S 5°33' W a distance of 454.56 feet, thence North 46°55' W, 333.90 feet, thence South 17°46' W 225 feet, thence N 46°55' W, 585.32 feet to the point of beginning.

A part of the Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$ ) of Section Three (3), Township Fourteen (14) North, Range Five (5) East described as follows: Commencing at the Southwest (SW) corner of Section Three (3), Township Fourteen (14) North, Range Five (5) East; thence N 63°07'10" E, 797.00 feet to a point on the westerly line of C.T.H. "HH"; thence N 17°46' E, along said westerly Right-of-way line of C.T.H. "HH", 253.00 feet to a point; thence N 46°53'36" W, 147.00 feet to the point of beginning; thence S 17°46' W, 10.00 feet to a point; thence N 46°53'36" W, 180.00 feet to a point; thence N 17°46' E, 10.00 feet to a point; thence S 46°53'36" E, 180.00 feet to the point of beginning.

A parcel of land located in the West One-half (1/2) of the Southwest One-quarter (1/4) of Section Three (3), in Township Fourteen (14) North, Range Five (5) East, in the Town of Lyndon,

Juneau County, Wisconsin, described as follows: Commencing at the Southwest corner of Section 3, Township 14 North, Range 5 East; thence North 1°02' East along the West line of said Section, 1330.60 feet to the Southwest corner of the Northwest 1/4 of the Southwest 1/4 of Section 3; thence continuing North 1°02' East along the West line of Section 3, 858.44 feet to the Southwest right-of-way line of Interstate Highway 90 and 94; thence South 50°14' East along said Southwest right-of-way line, 710.92 feet to a point; thence South 31°20' East along said Southwest right-of-way line 426.98 feet to the point of beginning, thence continuing South 31°20' East along Southwest right-of-way line of Interstate Highway 90 and 94, 166.62 feet to a point on the Westerly line of C.T.H. "HH"; thence South 5°33' West along said Westerly line of C.T.H. "HH", 398.12 feet to a point; thence South 17°46' West along said Westerly right-of-way line of C.T.H. "HH", 225.00 feet to a point; thence North 46°55' West, 460.00 feet to a point; thence North 17°46' East, and parallel to the Westerly line of C.T.H. "HH", 225.00 feet to a point; thence South 46°56' East, 333.90 feet to a point; thence North 5°33' East and parallel with the Westerly line of C.T.H. "HH", 454.96 feet to the point of beginning; said parcel of land subject to an easement described as follows:

Commencing at the most Southerly point of the above-described parcel of land; thence North 46°55' West, 66.38 feet to a point; thence North 17°46' East and parallel with the Westerly right of way line of C.T.H. "HH", 225.00 feet to a point; thence North 46°55' West, 59.72 feet to a point; thence North 5°33' East and parallel with the Westerly right of way line of C.T.H. "HH", 339.34 feet to a point; thence South 51°41' East, 71.36 feet to a point; thence South 5°33' West and parallel with the Westerly line of C.T.H. "HH", 286.82 feet to a point; thence South 46°55' East, 50.44 feet to a point on the Westerly line of C.T.H. "HH"; thence South 5°33' West along on and along the Westerly right of way line of C.T.H. "HH", 60 feet to a point; thence South 17°46' West on and along the Westerly right of way line of C.T.H. "HH", 225 feet to the point of beginning; said point being the mostly Southerly point of the above described parcel of land.

EXCEPT a part of the Northwest Quarter of the Southwest Quarter (NW¼SW¼) of Section Three (3), Township Fourteen (14) North, Range Five (5) East, Village of Lyndon Station, Juneau County, Wisconsin, described as follows: Commencing at the Southwest corner of Section 3; thence along the West line of the said SW¼ of Section 3 bearing N 1°02' E 2060.85 feet, to the point of beginning. Thence continuing along the west line of the said SW¼ of Section 3 bearing N 1°02' E, 128.19 feet, to a point in the southerly R/W line of Interstate 90 & 94; thence along the southerly R/W of Interstate 90 & 94 bearing S 50°14' E, 710.92 feet; thence continuing along the southerly R/W line of Interstate 90 & 94 now bearing S 31°20' E, 370.00 feet; thence along a line bearing S 58°40' W, 100.00 feet; thence bearing N 31° 20' W, 353.36 feet; thence bearing N 50°14' W, 614.05 feet, to the point of beginning, containing 102,420 square feet in area

or 2.35 acres.

Parcel III. A parcel of land located in the Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$  NE $\frac{1}{4}$ ), Section Twenty-eight, Township Seventeen (17) North, Range Two (2) East, Village of Camp Douglas, Juneau County, Wisconsin described as follows: Beginning at the Southwest corner of lands as described on Volume 3 Certified Survey Maps, Page 142, Document No. 264591; thence N 60° 08' 45" E along the southerly line of said lands a distance of 197.75 feet; thence N 29° 51' 15" W a distance of 99.30 feet to the Northeast corner of said lands as described in Volume 3 Certified Survey Maps, Page 142, same being on the south line of Old C.T.H. "C"; thence N 89° 32' 45" E along said south line a distance of 200.95 feet to the southwest right-of-way line of Interstate Highway "90" & "94"; thence S 48° 08' 15" E along said southwest right-of-way line a distance of 204.91 feet; thence S 57° 02' 40" W along the northerly line of lands as described on Volume 3 Certified Survey Maps, Page 318 and the extension thereof a distance of 367.08 feet; thence S 49° 07' 55" W a distance of 71.67 feet to the northwesterly corner of lands as described in said Volume 3 Certified Survey Maps, Page 318, same being on the easterly right-of-way line of U.S.H. "12" & S.T.H. "16"; thence N 29° 51' 15" W along said right-of-way line a distance of 227.61 feet to the Point of Beginning.

*Camp  
Douglas*

A parcel of land located in the SW $\frac{1}{4}$ -NE $\frac{1}{4}$ , Section 28, T17N, R2E, Village of Camp Douglas, Juneau County, Wisconsin described as follows: Commencing at C1/4 corner of said Section 28, same being the northeast corner of Henricks Subdivision; thence N 0 degrees 02'30"E along the West line of said forty a distance of 1252.38 feet to the intersection with the projection of the South line of Old C.T.H. "C"; thence N 89 degrees 32'45"E along said South line projected a distance of 105.09 feet to the Easterly right of way line of U.S.H. "12" & S.T.H. "16", being the Point of Beginning; thence continuing on a line N 89 degrees 32'45"E and containing all lands 66' North of and contiguous to the aforesaid reference line to the Southwest right of way line of Interstate Highway "90" & "94" being all of Old C.T.H. "C" from and between Highways "12" & "16" and I "90" & "94".

Subject to and together with easements of record.

Exhibit B  
Land Contract  
Scully/Scully Real Estate II, LLC

1. Payment Terms: Principal and interest shall initially be payable in eleven semi-annual installments of \$28,500.00 each, commencing November 5, 1999, and on the same day of each sixth month thereafter through and including November 5, 2004; thereafter principal and interest shall be payable in 3 semi-annual installments of \$57,000.00 each, commencing May 5, 2005, and on the same day of each sixth month thereafter, together with a final payment of all unpaid principal and interest due November 5, 2006.
2. Cross Default Provision: A default under any of the following described land contracts shall be deemed to be a default under this land contract and shall entitle Vendor to exercise any rights and remedies available to Vendor for a default under this land contract or the other land contracts referenced below and any other rights and remedies available to Vendor at law or equity:
  - a. Land Contract between Thomas F. Scully and Nora K. Scully as Vendor and Admar Real Estate, LLC as Purchaser of even date herewith; and
  - b. Land Contract between Thomas F. Scully and Nora K. Scully as Vendor and Scully Real Estate I, LLC as Purchaser of even date herewith.
3. Taxes and Insurance: Vendor hereby excuses Purchaser from any obligation to pay monthly to Vendor amounts sufficient to cover anticipated annual taxes, special assessments, fire and required insurance premiums. Purchaser agrees to pay all of the above referenced obligations directly before they become delinquent. In the event such payments are not made before they become delinquent, Vendor reserves the right to require monthly payments sufficient to pay said obligations.
4. Guaranty: The obligation of Purchaser under the land contract are personally guaranteed by Jeffrey T. Scully and Molly K. Scully by Specific Guaranty of Transaction of even date herewith.
5. Environmental. Purchaser acknowledges that the Property is contaminated with petroleum products and is currently the subject of a PECFA eligible site assessment and remediation by Vendor. Vendor, at Vendor's expense, shall complete the PECFA eligible site assessment and remediation of petroleum contamination existing on the Property as of the date of this contract. Vendor shall pay any PECFA deductibles, any PECFA eligible expenses, and any non-PECFA eligible expenses incurred in the PECFA eligible site assessment and remediation of petroleum contamination existing on the Property as of the date of this contract. Vendor shall be entitled to receive

reimbursement from PECFA for all PECFA eligible expenses.

Vendor shall obtain a closure letter for the site with respect to all petroleum contamination existing on the Property as of the date of this contract from the Department of Natural Resources, the Department of Commerce or other applicable governmental agency in accordance with applicable local, state and federal law. Such closure letter may include a provision allowing one or more governmental agencies to reopen the site at a later date. Once Vendor has obtained the closure letter, Vendor shall have no further obligation to Purchaser with respect to the clean-up of any environmental contamination existing on the Property as of the date of this contract.

Vendor shall have unlimited access to the Property at no cost to complete the PECFA eligible site assessment and remediation including the right to construct improvements on the Property at Vendor's expense if required. Such improvements constructed and such activities shall be scheduled to the extent reasonably possible to minimize the impact on Purchaser's business. Vendor shall not be liable to Purchaser for any lost profits or other damages that may occur as a result of such site assessment and remediation activities by Vendor.

Purchaser shall indemnify and hold Vendor harmless from any costs, expenses, claims, demands, and liabilities of any kind, nature and description arising out of or relating to the clean-up of any environmental contamination existing on the Property as of the date of this contract after receipt of the closure letter and Purchaser shall further indemnify and hold Vendor harmless of any environmental contamination of the Property occurring after the date of this contract from any source.

Vendor and Purchaser hereby agree that the Property is sold in an "as is" condition with respect to any environmental contamination that is not eligible for clean up under the PECFA program.

6. Title Evidence. Vendor shall furnish Purchaser thirty (30) days prior to the date of ultimate closing, and Purchaser shall accept as a sufficient showing of title, either (1) a title insurance commitment for an owner's policy of title insurance in the sum of the purchase price, Purchaser to be named as the assured, to be written by a title insurance company, and guaranteeing Vendor's title in the condition called for by this agreement, or (2) a merchantable abstract showing Vendor's title in the condition called for by this agreement. If an abstract is furnished, Purchaser shall notify Vendor, in writing, of any objections to title within ten (10) days after receipt of such abstract, and Vendor shall then have a reasonable time within which to rectify the title or furnish a title policy as above described.

SIGNATURES ON NEXT PAGE

Dated: May 5, 1999

VENDOR:

Thomas F. Scully  
Thomas F. Scully

Nora K. Scully  
Nora K. Scully

Dated: May 5, 1999

PURCHASER:

SCULLY REAL ESTATE II, LLC

By: Jeffrey T. Scully  
Jeffrey T. Scully, Member

STATE BAR OF WISCONSIN FORM 1 - 2000  
WARRANTY DEED

Document Number

DOCUMENT # 620103

This Deed, made between Therese E. Costigan, a single person

Recorded  
APR. 04, 2003 AT 12:50PM  
CHRISTIE BENDER  
REGISTER OF DEEDS  
JUNEAU CO., WI

Fee Amount: \$11.00

Transfer fee: \$165.00

Grantor, and Penny C. Barr and Christian J. Andres, as joint tenants with rights of survivorship

Grantee.

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

The North forty-three (43) feet of Lot Nine (9) in Block Five (5) of the Original Plat of Village of Lyndon Station, Juneau County, Wisconsin.

Edward F. McMahon, by signing this deed, certifies that he is the duly appointed and acting Power of Attorney (Attorney-in-Fact) for Therese E. Costigan, and that he has full power and authority to sell and convey her real estate herein and that his powers have not been revoked in any way.

Recording Area

Name and Return Address

JTC

FJ-1119

29146VLS 227

Parcel Identification Number (PIN)

This is homestead property.

(is) (~~is not~~)

Together with all appurtenant rights, title and interests.

Grantor warrants that the title to the Property is good, indefeasible in fee simple and free and clear of encumbrances except easements and rights-of-way of record, municipal and zoning ordinances and recorded building restrictions

Dated this 31st day of March, 2003

*Therese E. Costigan, by Edward F. McMahon, Attorney-in-Fact*

\* Therese E. Costigan, by Edward F. McMahon, Attorney-in-Fact

AUTHENTICATION

Signature(s)

authenticated this \_\_\_\_\_ day of \_\_\_\_\_

ACKNOWLEDGMENT

STATE OF Wisconsin )  
 ) ss.  
Juneau County )

Personally came before me this 31st day of March, 2003 the above named Therese E. Costigan by Edward F. McMahon, Attorney-in-Fact

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

THIS INSTRUMENT WAS DRAFTED BY

William E. Jefferson, Attorney at Law

P.O. Box 86, Elroy, WI 53929

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

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

*Rebecca Jensen*  
Notary Public, State of Wisconsin

My Commission is permanent (if not, state expiration date: \_\_\_\_\_)

*2/17/03*

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

STATE BAR OF WISCONSIN FORM 3 - 1982  
QUIT CLAIM DEED

DOCUMENT NO.

364518

RECORDED

MAY 08, 2000 AT 10:00AM

CHRISTIE BENDER  
REGISTER OF DEEDS

JUNEAU CO., WI

Fee Amount: \$18.00

Fee Exempt 77.25-(8M)

DENISE I. RASMUSSEN, A SINGLE PERSON

quit-claims to RANDY J. RASMUSSEN, A SINGLE PERSON

the following described real estate in \_\_\_\_\_ County,  
State of Wisconsin:

Lot 8 in Block 5 in the Village of Lyndon  
Station, Original Plat, Juneau County,  
Wisconsin.

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS

Attorney Mark R. Reitz  
619 Oak Street  
Baraboo, WI 53913

*Randy J. Rasmussen*  
*PO Box 273*  
*Lyndon Station, WI 53944*  
29146 LA 226

PARCEL IDENTIFICATION NUMBER

(This deed is given in pursuant to a judgment of divorce,  
Juneau County Case No. 99 FA 132 granted March 22, 2000,  
and is exempt from fee pursuant to Wis Ad Code Tax 15.05(4).)

This is \_\_\_\_\_ homestead property.  
(is) ~~XXXX~~

Dated this 26th day of March April, A.D. ~~2000~~

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

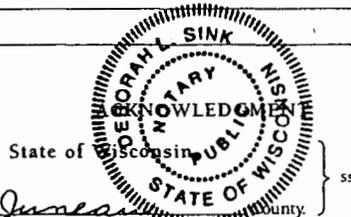
*Denise Rasmussen*  
Denise I. Rasmussen (SEAL)

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

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

AUTHENTICATION

Signature(s) Denise I. Rasmussen



authenticated this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

*Juneau* State of Wisconsin } ss.  
Personally came before me this 26 day of  
April, 2000 the above named

\* Attorney Mark R. Reitz

TITLE: MEMBER STATE BAR OF WISCONSIN

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

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

THIS INSTRUMENT WAS DRAFTED BY

Attorney Mark R. Reitz

\* *Deborah L. Sink*  
Notary Public, Juneau County, Wis.  
My commission is permanent. (If not, state expiration date:  
3/24/02 10)

(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.

# Plan of the Village of Lyndon



**Scully Phillips  
Lyndon Station, Wisconsin**

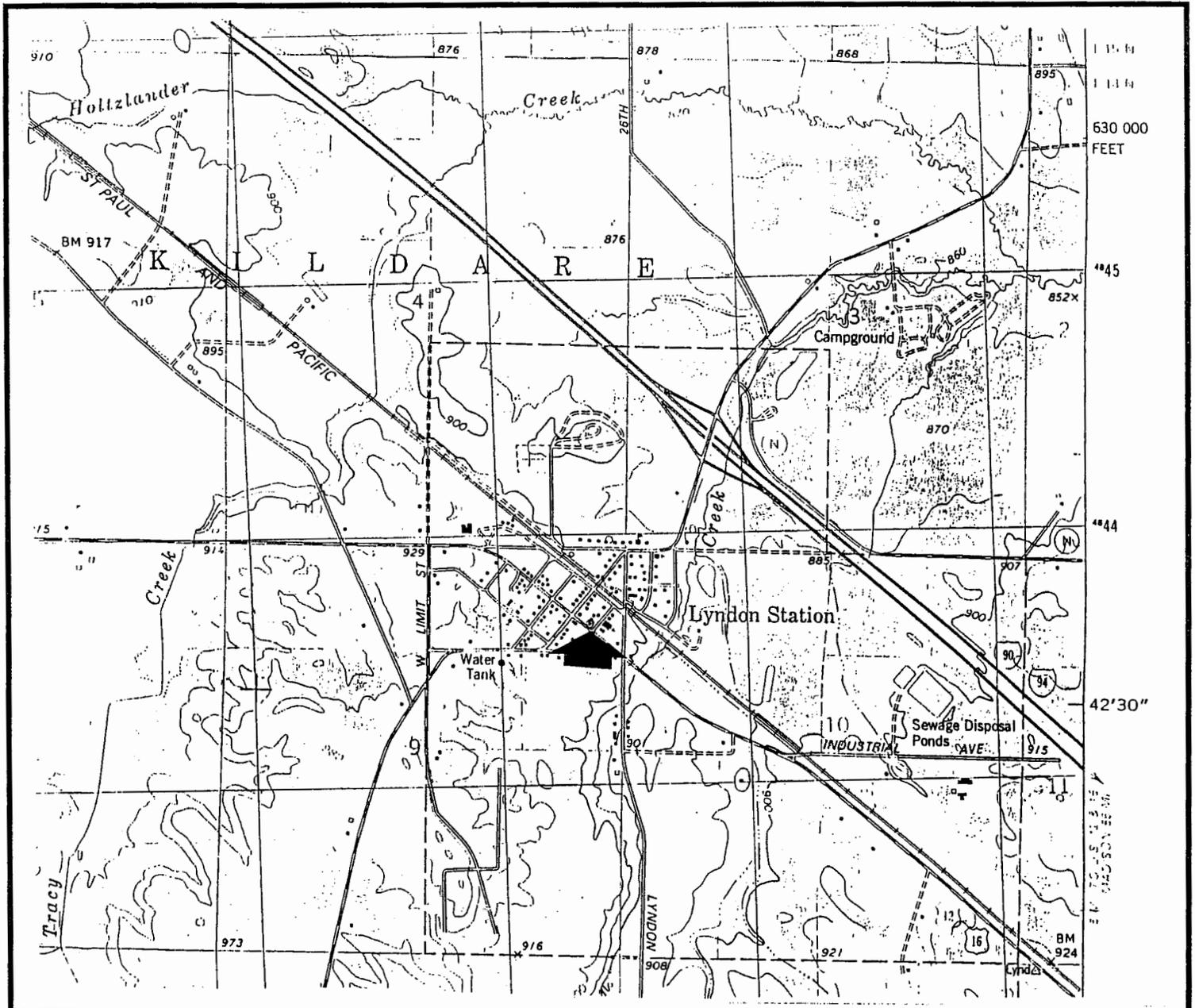
**Parcel identification numbers:**

**Scully Phillips Property: 29146-228  
150 Flint St., Lyndon Station WI 53944**

**Barr-Andres Property: 29146-227  
Rasmussen Property: 29146-226**

**Geographical Position, WTM91 projection:**

**Scully Phillips Property: 528049, 359767  
Barr-Andres Property: 528073, 359782  
Rasmussen Property: 528087, 359789**



SITE LOCATION MAP

SCULLY PHILLIPS  
 LYNDON STATION, WISCONSIN



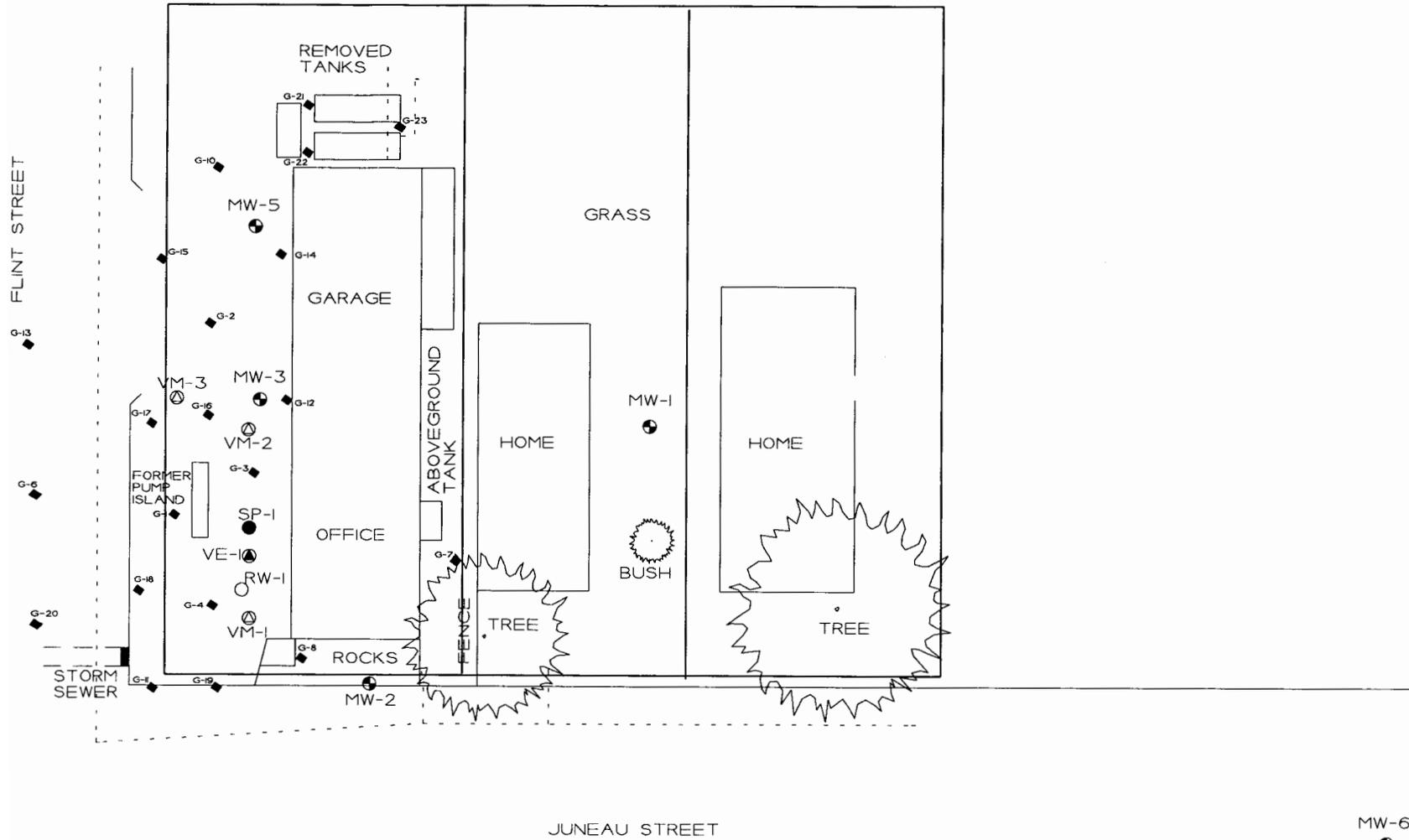
2956 AIRPORT ROAD  
 LA CROSSE, WI 54603  
 608/ 781-8879  
 608/ 781-8893 FAX

PO BOX 448  
 ENTERPRISE DRIVE  
 HILLSBORO, WI 54634  
 608/ 489-2198  
 608/ 489-2389

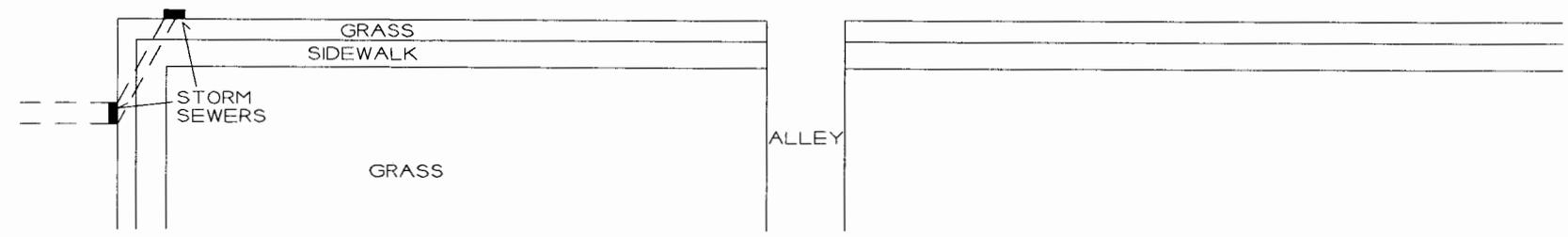
LYNDON STATION QUADRANGLE  
 7.5 MINUTE SERIES

SCALE  
 1 INCH = 2,000 FEET





MAP OF CONTAMINATED PROPERTIES		
SCULLY PHILLIPS STATION LYNDON STATION, WISCONSIN		
METCO <small>2700 W. WISCONSIN AVE. MILWAUKEE, WI 53227 TEL: 442-2300 FAX: 442-2300</small>	SCALE: 1 IN.=30 FT.	DRAWN BY: DGT DATE: 05/17/98 JOB NO: D-95-203, C78



LEGEND

---	SEWER LINE
----	WATER LINE
◆	GEOPROBE LOCATION
⊕	MONITORING WELL LOCATION
○	GROUNDWATER RECOVERY WELL
⊙	SOIL VAPOR EXTRACTION WELL
⊗	SOIL VAPOR MONITORING WELL
●	AIR SPARGING WELL

**Table 3**  
**Groundwater Quality Test Results**  
**Scully Phillips**

**Monitoring Well MW-1**  
PVC Elevation = 899.75' MSL

Date	Water Elevation (ft. MSL)	MtBE (ppb)	Benzene (ppb)	Ethylbenzene (ppb)	Toluene (ppb)	Xylenes (ppb)	Trimethyl-benzenes (ppb)	Naphthalene (ppb)	GRO (ppb)
03/26/93	888.945	1.4	<i>1.7</i>	4.4	4.5	5.4-6.4	<2.0	<1.0	160
05/19/93	891.22	<1.0	<1.0	<1.0	<1.0	208-209	<2.0	<1.0	<100
11/15/96	887.61	<0.2	<0.2	<0.2	<0.2	<0.6	<1.1	1.0	<30
02/28/97	887.66	<0.30	<0.20	<0.20	<0.20	<0.50	<0.70	---	<30
05/21/97	889.27	<0.30	<0.20	0.2	<0.20	0.9-1.1	0.6-1.0	---	87
08/15/97	888.43	<0.20	<0.20	<0.30	<0.20	1.4	2.5	---	50
12/03/97	887.22	<0.20	<0.20	<0.30	<0.20	<0.90	0.30-0.60	---	<30
05/20/99	888.99	2.8	0.40	11	2.6	42.7	45	---	450
03/02/00	887.50	<0.30	<0.50	<0.50	<0.50	<1.5	<1.0	---	<14
06/22/00	890.68	<0.30	<0.50	17	1.8	63	69	---	520
10/10/00	888.94	<0.40	<0.40	<0.40	<0.40	<1.10	5.8	---	85
04/18/01	889.02	<0.33	<i>0.63</i>	2.9	<0.33	5.5	26	---	180
05/05/03	Dry @ 11.31' depth (root hairs noted)								

**Bold = ES Exceedance**  
*Italics = PAL Exceedance*

**Table 3 Cont.**  
**Groundwater Quality Test Results**  
**Scully Phillips**

**Monitoring Well MW-2**  
PVC Elevation = 898.48' MSL

Date	Water Elevation (ft. MSL)	MtBE (ppb)	Benzene (ppb)	Ethylbenzene (ppb)	Toluene (ppb)	Xylenes (ppb)	Trimethyl- benzenes (ppb)	Naphthalene (ppb)	GRO (ppb)
03/26/93	889.18	<1.0	<b>110</b>	96	57	390	<i>410</i>	<b>130</b>	4,900
05/19/93	891.36	<b>81</b>	<10	50	38	242	<i>207</i>	<b>76</b>	2,700
11/15/96	887.92	<i>17</i>	<b>82</b>	40	29	145	<i>223</i>	<b>68</b>	2,170
02/28/97	887.97	28	<b>140</b>	29	32	159	<i>166</i>	---	3,600
05/21/97	889.57	8.0	<b>70</b>	49	26	194	<i>181</i>	---	2,000
08/15/97	888.71	10	<b>85</b>	85	28	310	<i>310</i>	---	3,300
12/03/97	887.49	6.0	<b>41</b>	46	21	86	<i>138</i>	---	2,500
05/20/99	889.32	<2.0	<b>57</b>	47	19	136	<i>185</i>	---	2,300
03/02/00	887.82	8.2	<b>26</b>	24	8.4	102	<i>108</i>	---	1,800
06/22/00	891.06	<0.30	<0.50	2.4	<0.50	7.9-8.4	12.5	---	120
10/10/00	889.26	<0.80	<b>14</b>	26	3.3	46	64	37	670
04/18/01	889.33	1.4	<b>18</b>	35	9.5	89.8	<i>106</i>	<b>42</b>	1,200
05/05/03	888.11	<2.3	<b>24</b>	59	17	130	<i>192</i>	<b>82</b>	1800

**Bold = ES Exceedance**  
*Italics = PAL Exceedance*

**Table 3 Cont.  
Groundwater Quality Test Results  
Scully Phillips**

**Monitoring Well MW-3**

PVC Elevation = 898.11' MSL

Date	Water Elevation (ft. MSL)	MtBE (ppb)	Benzene (ppb)	Ethylbenzene (ppb)	Toluene (ppb)	Xylenes (ppb)	Trimethyl- benzenes (ppb)	Naphthalene (ppb)	GRO (ppb)
03/26/93	889.71	<b>800</b>	<b>3,800</b>	<b>2,700</b>	<b>13,000</b>	<b>14,800</b>	<b>3,480</b>	<b>800</b>	52,000
05/19/93	891.60	<100	<b>370</b>	<b>1,100</b>	<b>2,200</b>	<i>4,600</i>	<b>1,600</b>	<b>340</b>	18,000
11/15/96	888.23	<i>46</i>	<b>1,110</b>	<b>2,000</b>	<b>7,230</b>	<b>10,220</b>	<b>3,481</b>	<b>676</b>	40,300
02/28/97	888.37	<i>50</i>	<b>1,100</b>	<b>2,000</b>	<b>5,600</b>	<i>7,900</i>	<b>2,620</b>	---	32,000
05/21/97	889.95	<75	<b>2,000</b>	<b>2,100</b>	<b>10,000</b>	<b>12,300</b>	<b>3,180</b>	---	45,000
08/15/97	889.15	<20	<b>1,600</b>	<b>2,100</b>	<b>13,000</b>	<b>11,500</b>	<b>2,940</b>	---	40,000
12/03/97	887.74	<1,000	<1,000	<b>42,000</b>	<b>12,000</b>	<b>320,000</b>	<b>580,000</b>	---	3,600,000
05/20/99	890.59	<50	<b>850</b>	<b>2,500</b>	<b>8,200</b>	<b>13,000</b>	<b>3,800</b>	---	42,000
03/02/00	887.79	not	sampled	4 inches	free	product	present		
06/22/00	891.40	<30	<b>310</b>	<b>1,800</b>	<b>3,100</b>	<i>8,900</i>	<b>3,880</b>	---	28,000
10/10/00	890.04	<40	<b>470</b>	<b>1,800</b>	<b>4,400</b>	<i>9,500</i>	<b>3,470</b>	---	33,000
04/18/01	887.70	<6.7	<b>200</b>	<b>1,300</b>	<b>2,700</b>	<i>9,300</i>	<b>3,700</b>	<b>670</b>	25,000
05/05/03 (dup)	889.56	<4.6 <4.6	<b>180</b> <b>170</b>	<b>1600</b> <b>1400</b>	<b>3200</b> <b>2900</b>	<i>6700</i> <i>5900</i>	<b>3480</b> <b>2560</b>	<b>590</b> <b>490</b>	35000 28000

**Bold = ES Exceedance**

*Italics = PAL Exceedance*

**METCO**

Environmental Consulting, Fuel System Design, Installation and Service  
2956 Airport Road – La Crosse, WI 54603 608-781-8879

**Table 3 Cont.  
Groundwater Quality Test Results  
Scully Phillips**

**Monitoring Well MW-5**

PVC Elevation = 898.18' MSL

Date	Water Elevation (ft. MSL)	MtBE (ppb)	Benzene (ppb)	Ethylbenzene (ppb)	Toluene (ppb)	Xylenes (ppb)	Trimethyl- benzenes (ppb)	Naphthalene (ppb)	GRO (ppb)
03/26/96	889.77	<1.0	<1.0	<1.0	<1.0	<2.0	<2.0	<1.0	<100
05/19/93	891.61	1.2	<1.0	<1.0	<1.0	<2.0	<2.0	<1.0	<100
11/15/96	888.46	<0.2	<0.2	<0.2	<0.2	<0.6	<1.1	<0.8	<30
02/28/97	888.46	<0.30	<0.20	<0.20	<0.20	<0.50	<0.70	---	<30
05/21/97	890.04	<0.30	<0.20	<0.20	<0.20	0.5-0.7	<0.70	---	<30
08/15/97	889.23	<0.20	<0.20	<0.30	<0.20	1.8	<0.60	---	<30
12/03/97	888.01	<0.20	<0.20	<0.30	<0.20	<0.90	<0.60	---	<30
05/20/99	889.79	<0.20	<0.20	<0.30	<0.20	<0.90	<0.60	---	<30
03/02/00	888.31	<0.30	<0.50	<0.50	<0.50	<1.5	<1.0	---	<14
06/22/00	891.47	<0.30	<0.50	<0.50	<0.50	<1.5	<1.0	---	<14
10/10/00	889.75	<0.40	<0.40	<0.40	<0.40	<1.10	<0.80	<1.0	<14
04/18/01	889.82	---	---	---	---	---	---	---	---
05/05/03	888.66	<0.23	<0.25	<0.22	<0.11	<0.39	<0.44	<0.50	<50

**Bold = ES Exceedance**

*Italics = PAL Exceedance*

**Table 3 Cont.  
Groundwater Quality Test Results  
Scully Phillips**

**Monitoring Well MW-6**

PVC Elevation = 900.26' MSL

Date	Water Elevation (ft. MSL)	MtBE (ppb)	Benzene (ppb)	Ethylbenzene (ppb)	Toluene (ppb)	Xylenes (ppb)	Trimethyl- benzenes (ppb)	Naphthalene (ppb)	GRO (ppb)
05/21/97	888.05	<0.30	<0.20	<0.20	<0.20	<0.50	<0.70	---	<30
08/15/97	887.29	<0.20	<0.20	<0.30	<0.20	<0.90	<0.60	---	<30
12/03/97	886.09	<0.20	<0.20	<0.30	<0.20	<0.90	0.3-0.6	---	<30
05/20/99	887.83	2.1	<0.20	<0.30	<0.20	<0.90	<0.60	---	<30
03/02/00	886.39	<0.30	<0.50	<0.50	<0.50	<1.5	<1.0	---	<14
06/22/00	889.59	<0.30	<0.50	<0.50	<0.50	<1.5	<1.0	---	<14
10/10/00	887.80	<0.40	<0.40	<0.40	<0.40	<1.10	<0.80	---	<14
04/18/01	887.70	<0.33	<0.33	<0.33	<0.33	<0.66	<0.66	---	38*
05/05/03	886.58	<0.23	<0.25	<0.22	<0.11	<0.39	<0.44	<0.50	<50

**Bold = ES Exceedance**

*Italics = PAL Exceedance*

\*GRO detection limit: 33 ppb, limit of quantitation: 100 ppb.

**METCO**

Environmental Consulting, Fuel System Design, Installation and Service  
2956 Airport Road – La Crosse, WI 54603 608-781-8879

**GROUNDWATER SAMPLING DATA TABLE FOR THE SCULLY PHILLIPS L.U.S.T. INVESTIGATION  
BY METCO ON JUNE 2, 2004**

**RW-1 & UPGRADIENT PRIVATE WELL SAMPLES**

Well Name	Upgrad		TRIP
	PW	RW-1	BLANK
Depth to Groundwater in Feet	9.22	==	==
Amount Purged in Gallons	15	15	==
Time to Purge in Minutes	30	30	==
Purged Dry?	NO	NO	==
Color	BROWN	GRAY	==
Petroleum Odors	NO	YES	==
Petroleum Sheens	NO	YES	==
Turbidity (high, medium, low, clear)	HIGH	LOW	==
Benzene/ppb	< 0.29	79	< 0.29
Ethylbenzene/ppb	< 0.56	456	< 0.56
Methyl-tert-butyl ether/ppb	< 0.2	< 10	< 0.2
Toluene/ppb	< 0.57	440	< 0.57
1,2,4-Trimethylbenzene/ppb	< 0.51	819	< 0.51
1,3,5-Trimethylbenzene/ppb	< 0.66	216	< 0.66
m&p-Xylene/ppb	< 1.1	1210	< 1.1
o-Xylene/ppb	< 0.64	519	< 0.64

**METCO**

Environmental Consulting, Fuel System Design, Installation and Service  
2956 Airport Road – La Crosse, WI 54603 608-781-8879

Geoprobe Investigation Data Table-> Soil and Water  
 for the Scully Phillips L.U.S.T. Investigation  
 by METCO  
 October 27, 1992

Work conducted on 8/6/92

Sample number	Sample depth in feet	Soil type	Field observ.	HNU screen. in units	Laboratory analysis in parts per billion
-----					
Geoprobe location G-1					
G-1-1	0.0-2.0	f-m sand	petro.odors	---	---
G-1-2	2.0-4.0	f-m sand	petro.odors	---	---
G-1-3	4.0-6.0	f-m sand	petro.odors	---	---
G-1-4	6.0-8.0	f-m sand	petro.odors	---	---
G-1-5	8.0-10.0	f-m sand	petro.odors	---	---
G-1-6	10.0-12.0	f-m sand	petro.odors	---	<500 MTBE 5,500 Benzene 56,000 Toluene 39,000 Ethylbenzene 120,000 m/p-Xylenes 50,000 o-Xylenes 40,000 1,3,5 TMB 120,000 1,2,4 TMB
		(water sample)			
G-2	10.0-12.0	f-m sand	petro.odors	---	<200 MTBE <200 Benzene 990 Toluene 4,400 Ethylbenzene 10,000 m/p-Xylenes 850 o-Xylenes 2,400 1,3,5 TMB 7,800 1,2,4 TMB
		(water sample)			
G-21	9.0-11.0	f-m sand	no detects	---	<.0012 GRO
		(soil sample)			
G-22	9.0-11.0	f-m sand	no detects	---	<.0012 GRO
		(soil sample)			
G-23	9.0-11.0	f-m sand	no detects	---	<.0012 GRO
		(soil sample)			

Geoprobe Investigation Data Table-> Soil Gas  
 for the Scully Phillips L.U.S.T. Investigation  
 by METCO  
 October 27, 1992

Work conducted on 8/20/92 and 8/21/92  
 ND = no detect

Sample location number	Sample depth in feet	Field observ.	HNU screen. in units	Benzene	Ethyl benzene (in parts per billion)	Toluene	Total Xylenes
G-3	4.0-11.0	pet.odors	350	2,000	45.2	1,500	145.6
G-4	4.0-10.0	pet.odors	375	200	44.5	256	102.2
G-5	3.0-9.0	no detect	5	0.537	0.268	1.48	1.05
G-6	4.0-11.0	no detect	3	0.206	ND	0.545	0.236
G-7	4.0-11.0	no detect	10	0.247	0.279	0.796	0.447
G-8	3.0-10.0	pet.odors	100	ND	ND	5.32	3.70
G-9	5.0-12.0	no detect	0	0.112	0.062	0.223	0.196
G-10	4.0-11.0	no detect	0	0.073	ND	0.173	0.149
G-11	2.0-9.0	no detect	0	0.073	ND	0.129	0.124
G-12	3.0-10.0	pet.odors	400	200	31.4	500	115.9
G-13	4.0-11.0	no detect	0	0.164	0.065	0.439	0.263
G-14	4.0-10.0	no detect	5	ND	ND	ND	ND
G-15	4.0-10.0	no detect	0	0.072	ND	0.192	0.156
G-16	3.0-10.0	pet.odors	400	230	48.2	900	334.1
G-17	3.0-10.0	pet.odors	350	138	14.3	102	68.4
G-18	2.0-9.0	pet.odors	120	ND	ND	3.34	ND
G-19	4.0-10.0	no detect	5	0.153	0.297	0.851	1.180
G-20	3.0-10.0	no detect	0	0.077	ND	0.219	0.159

**METCO**  
 444 Main Street - Suite 312  
 La Crosse, Wisconsin  
 (608) 782-8889 Fax (608) 784-6422

**Soil Boring Data Table**

for the Scully Phillips L.U.S.T. Investigation

by METCO

November 11, 1993

Work Conducted on March 1-2, 1993

Sample Location Number	Sample Depth in feet	Soil Type	Petroleum Odors	Petroleum Staining	HNU in units
MW-1-1	4-6	SAND	NONE	NONE	0
MW-1-2	9-11	SAND	NONE	NONE	0
MW-2-1	4-6	SAND	NONE	NONE	0
MW-2-2	9-11	SAND	YES	YES	200
MW-3-1	4-6	SAND	YES	YES	150
MW-3-2	9-11	SAND	YES	YES	400
MW-5-1	4-6	SAND	NONE	NONE	0
MW-5-2	9-11	SAND	NONE	NONE	0

**METCO**

Environmental Consulting, Fuel System Design, Installation and Service  
2956 Airport Road – La Crosse, WI 54603 608-781-8879

TABLE 1C. SOIL QUALITY FOR PILOT TEST WELL INSTALLATION AT THE SCULLY PHILLIPS LUST SITE  
BY METCO

SAMPLING CONDUCTED ON APRIL 22-23, 1997

SOIL SAMPLES	MW6-1	MW6-3	SP1-2	SP1-4	SP1-5	VE1-1	VE1-2	VE1-3	VM1-2	VM1-3	VM2-1	VM2-2	VM3-1	VM3-2	METH BLANK
Sample Location Number	5-7	15-17	10-12	20-22	25-27	5-7	10-12	14-15	10-12	14-15	5-7	10-12	5-7	10-12	==
Sample Depth in Feet	Sand	Sand	Sand	Sandstone	Sandstone	Sand	Sand	Sandstone	Sand	Sandstone	Sand	Sand	Sand	Sand	==
Soil Type	None	None	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Slight	Yes	None	Yes	==
Petroleum Odors	None	None	None	None	None	None	None	Yes	None	Yes	None	Yes	None	Yes	==
Petroleum Staining	None	None	None	None	None	None	None	Yes	None	Yes	None	Yes	None	Yes	==
Moisture	Moist	Wet	Moist	Wet	Wet	Moist	Wet	Wet	Moist	Wet	Dry	Wet	Dry	Moist	==
Gasoline Range Organics/ppm	<1.0	<1.0	5200	110	19	610	1600	ns	1000	94	2.0	2400	<1.0	3000	<1.0
LUST Total Percent Solids/%	97.7	83.7	89.4	84.1	85.5	93.9	87.6	85.9	91.9	90.3	94.8	88.9	95.1	90.0	ns
Lead/ppm	ns	ns	ns	ns	ns	ns	ns	4.85	ns	ns	ns	ns	ns	ns	ns
Methyl-tert-butyl ether/ppm	<0.025	<0.025	<2.5	<0.12	<0.025	<1.2	<2.5	ns	<2.5	<0.025	<0.025	<2.5	<0.025	<2.5	<0.025
Benzene/ppm	<0.025	<0.025	20	0.51	<0.025	0.56	3.2	ns	<2.5	0.060	0.030	3.7	<0.025	3.9	<0.025
Toluene/ppm	<0.025	<0.025	180	3.6	0.15	5.3	15	ns	<2.5	0.074	0.094	83	<0.025	23	<0.025
Ethylbenzene/ppm	<0.025	<0.025	140	2.2	0.33	3.6	11	ns	6.0	94	<0.025	60	<0.025	57	<0.025
m&p-Xylene/ppm	<0.025	<0.025	420	8.9	0.80	35	96	ns	6.4	1.9	0.082	180	<0.025	170	<0.025
o-Xylene/ppm	<0.025	<0.025	170	3.3	0.24	14	39	ns	<2.5	0.63	0.032	79	<0.025	62	<0.025
1,3,5-Trimethylbenzene/ppm	<0.025	<0.025	100	2.1	0.33	14	35	ns	10	1.4	<0.025	49	<0.025	56	<0.025
1,2,4-Trimethylbenzene/ppm	<0.025	<0.025	270	5.9	0.86	43	100	ns	22	3.5	0.052	130	<0.025	140	<0.025
# 4 Sieve/% Passing	ns	100.0	ns	ns	ns	ns	ns	96.7	ns	ns	ns	ns	ns	ns	ns
# 10 Sieve/% Passing	ns	100.0	ns	ns	ns	ns	ns	96.5	ns	ns	ns	ns	ns	ns	ns
# 20 Sieve/% Passing	ns	99.7	ns	ns	ns	ns	ns	95.8	ns	ns	ns	ns	ns	ns	ns
# 40 Sieve/% Passing	ns	87.6	ns	ns	ns	ns	ns	83.6	ns	ns	ns	ns	ns	ns	ns
# 60 Sieve/% Passing	ns	47.9	ns	ns	ns	ns	ns	56.2	ns	ns	ns	ns	ns	ns	ns
# 80 Sieve/% Passing	ns	20.8	ns	ns	ns	ns	ns	25.2	ns	ns	ns	ns	ns	ns	ns
# 100 Sieve/% Passing	ns	15.4	ns	ns	ns	ns	ns	18.8	ns	ns	ns	ns	ns	ns	ns
# 200 Sieve/% Passing	ns	3.5	ns	ns	ns	ns	ns	4.0	ns	ns	ns	ns	ns	ns	ns

NOTE: Bold = detects ns = not sampled

**HAND SAMPLING PROJECT DATA TABLE FOR SCULLY PHILLIPS  
BY METCO**

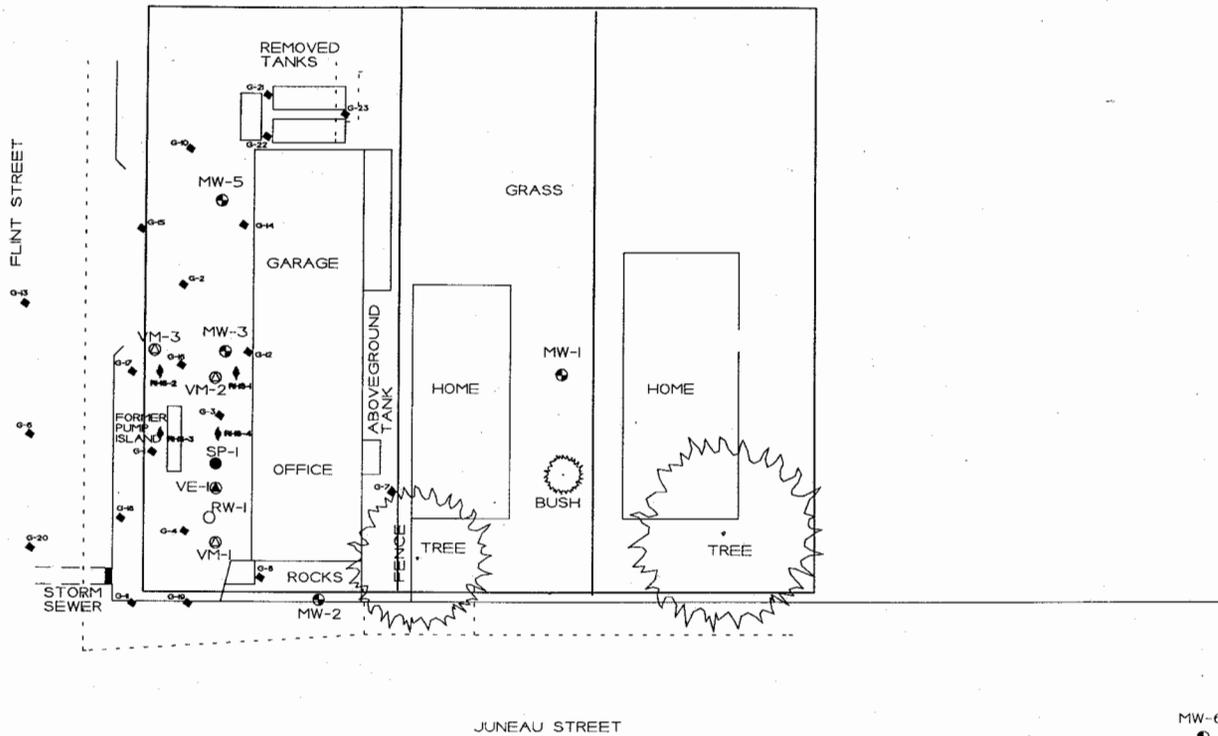
**SAMPLING CONDUCTED ON JUNE 2, 2004**

**SOIL SAMPLES**

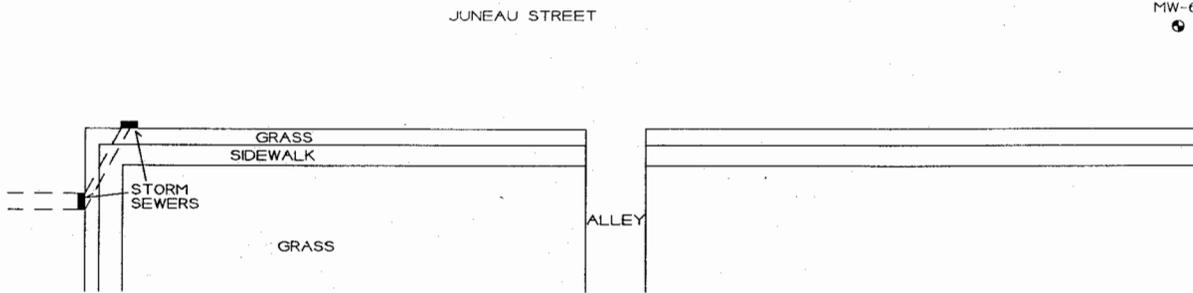
<b>Sample Location Number</b>	<b>RHS-1</b>	<b>RHS-2</b>	<b>RHS-3</b>	<b>RHS-4</b>
<b>Sample Depth (ft)</b>	1-3	1-3	1-3	1-3
<b>Soil Type</b>	SAND	SAND	SAND	SAND
<b>Petroleum Odors</b>	NO	NO	NO	NO
<b>Petroleum Staining</b>	NO	NO	NO	NO
<b>Lab Sample Collected?</b>				
<b>LUST Total Percent Solids</b>	84.2	84.3	97.4	95.8
<b>Benzene/ppb</b>	< 25	< 25	< 25	< 25
<b>Ethylbenzene/ppb</b>	< 25	< 25	< 25	< 25
<b>Methyl-t-butyl ether/ppb</b>	< 25	< 25	< 25	< 25
<b>Toluene/ppb</b>	< 25	< 25	< 25	< 25
<b>1,2,4-Trimethylbenzene/ppb</b>	< 25	< 25	< 25	< 25
<b>1,3,5-Trimethylbenzene/ppb</b>	< 25	< 25	< 25	< 25
<b>Xylene, o, m &amp; p-/ppb</b>	< 75	< 75	< 75	< 75

**METCO**

**Environmental Consulting, Fuel System Design, Installation and Service  
2956 Airport Road – La Crosse, WI 54603 608-781-8879**

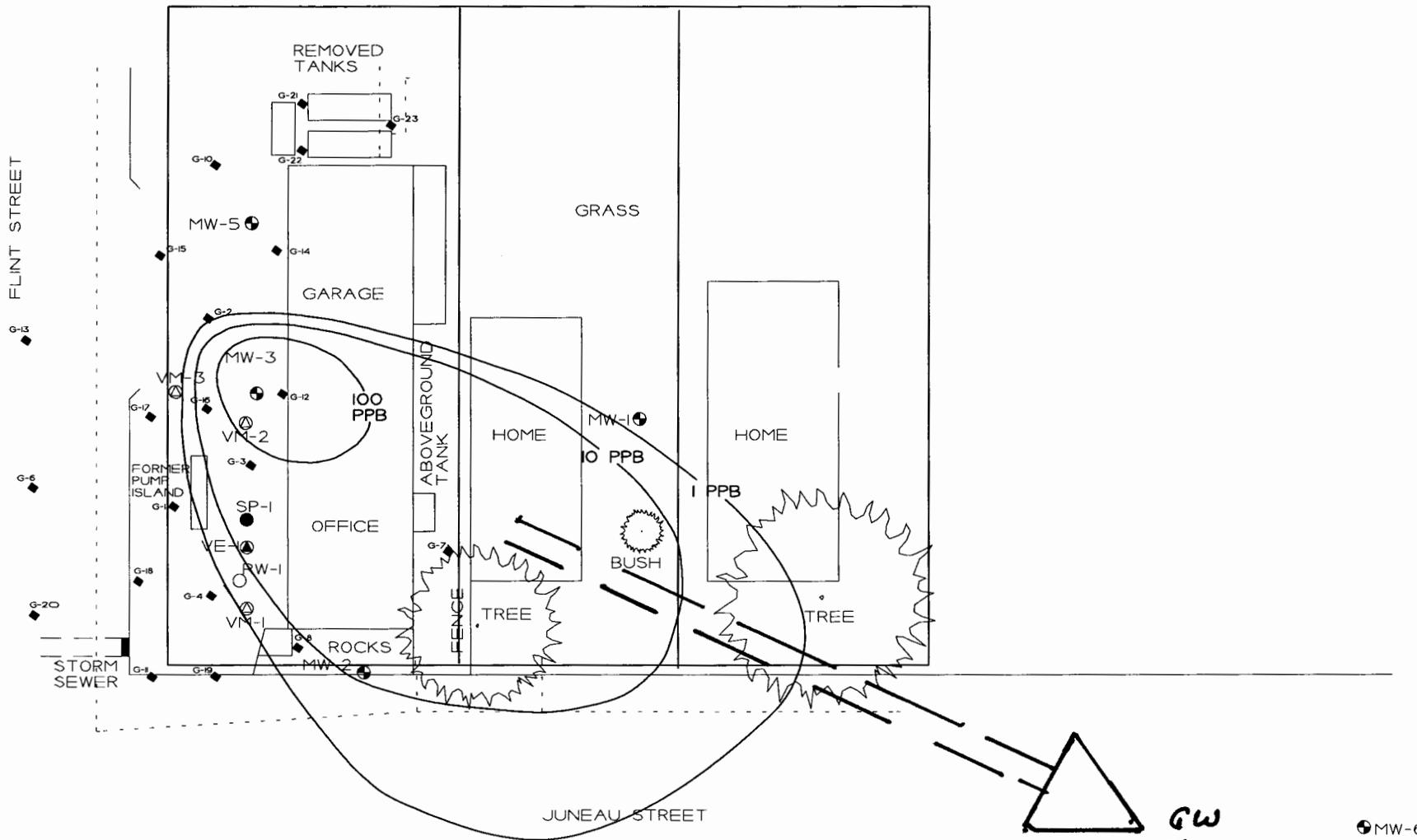


MAP OF CONTAMINATED PROPERTIES		
SCULLY PHILLIPS STATION LYNDON STATION, WISCONSIN		
METCO	SCALE: 1 IN. = 30 FT.	
DATE: 08/17/08	DRAWN BY: GJT	
JOB NO: 0-88-003 C78		



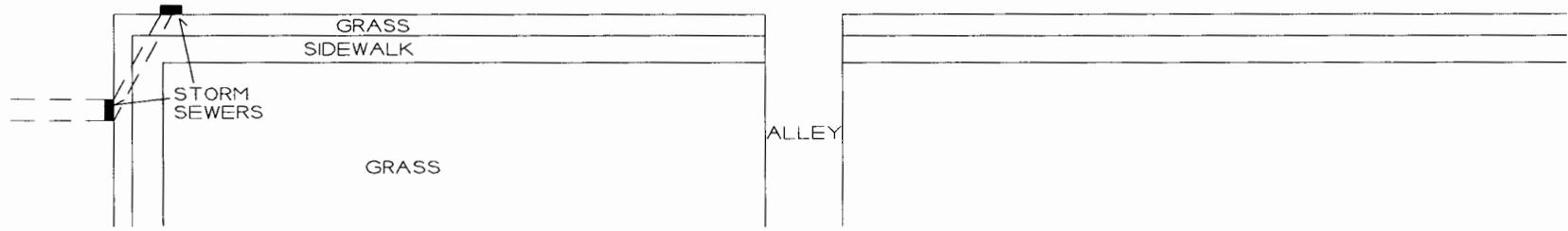
LEGEND

	SEWER LINE
	WATER LINE
	GEOPROBE LOCATION
	MONITORING WELL LOCATION
	GROUNDWATER RECOVERY WELL
	SOIL VAPOR EXTRACTION WELL
	SOIL VAPOR MONITORING WELL
	AIR SPARGING WELL
	HAND SAMPLE LOCATION - 6/2/08



BENZENE ISOCONCENTRATION MAP FOR 05/05/03		
SCULLY PHILLIPS STATION LYNDON STATION, WISCONSIN		
METCO <small>3750 WISCONSIN AVE MILWAUKEE, WI 53234 TEL: 414-224-1100 FAX: 414-224-1101</small>	SCALE: 1 IN.=30 FT.  UPDATED BY: JFT DATE: 05/27/03 JOB NO.: 0-98-203, C78	

NOTE: ELEVATIONS TAKEN IN FEET MEAN SEA LEVEL (MSL).



LEGEND

---	SEWER LINE
----	WATER LINE
◆	GEOPROBE LOCATION
⊕	MONITORING WELL LOCATION
○	GROUNDWATER RECOVERY WELL
⊗	SOIL VAPOR EXTRACTION WELL
⊙	SOIL VAPOR MONITORING WELL
●	AIR SPARGING WELL

### Scully Phillips Water Table Elevations (ft. MSL)

Date	MW-1	MW-2	MW-3	MW-5	MW-6
03/26/93	888.95	889.18	889.71	889.77	NI
05/19/93	891.22	891.36	891.60	891.61	NI
11/15/96	887.61	887.92	888.23	888.46	NI
02/28/97	887.66	887.97	888.37	888.46	NI
05/21/97	889.27	889.57	889.95	890.04	888.05
08/15/97	888.43	888.71	889.15	889.23	887.29
12/03/97	887.22	887.49	887.74	888.01	886.09
05/20/99	888.99	889.32	890.59	889.79	887.83
03/02/00	887.50	887.82	887.79	888.31	886.39
06/22/00	890.68	891.06	891.40	891.47	889.59
10/10/00	888.94	889.26	890.04	889.75	887.80
04/18/01	889.02	889.33	887.70	889.82	887.70
05/05/03	Dry	888.11	889.56	888.66	886.58

**Note:** NI indicates well was not yet installed

<b>Average</b>	<b>888.79</b>	<b>889.01</b>	<b>889.37</b>	<b>889.49</b>	<b>887.48</b>
<b>Maximum</b>	<b>891.22</b>	<b>891.36</b>	<b>891.60</b>	<b>891.61</b>	<b>889.59</b>
<b>Minimum</b>	<b>887.22</b>	<b>887.49</b>	<b>887.70</b>	<b>888.01</b>	<b>886.09</b>

Well Top	899.75	898.48	898.11	898.18	900.26
Screen Top	894.75	893.48	893.11	894.18	890.96
Screen Bottom	884.75	883.48	883.11	884.18	880.96

<b>average dtw</b>	<b>11.13</b>	<b>9.64</b>	<b>8.91</b>	<b>8.86</b>	<b>12.95</b>
<b>min dtw</b>	<b>8.70</b>	<b>7.29</b>	<b>6.68</b>	<b>6.74</b>	<b>10.84</b>
<b>max dtw</b>	<b>12.70</b>	<b>11.16</b>	<b>10.58</b>	<b>10.34</b>	<b>14.34</b>

**Note:** dtw calculations add 2" from well top to ground surface

#### METCO

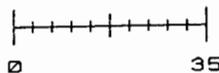
Environmental Consulting, Fuel System Design, Installation and Service  
2956 Airport Road – La Crosse, WI 54603 608-781-8879

# SCULLY PHILLIPS STATION

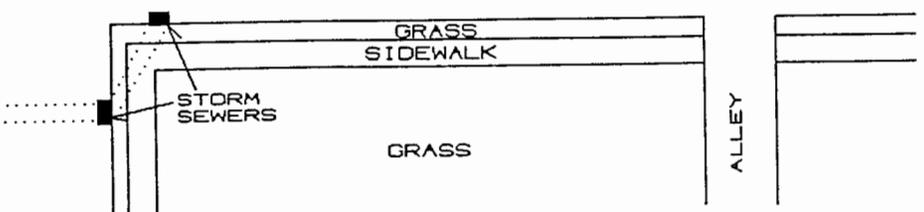
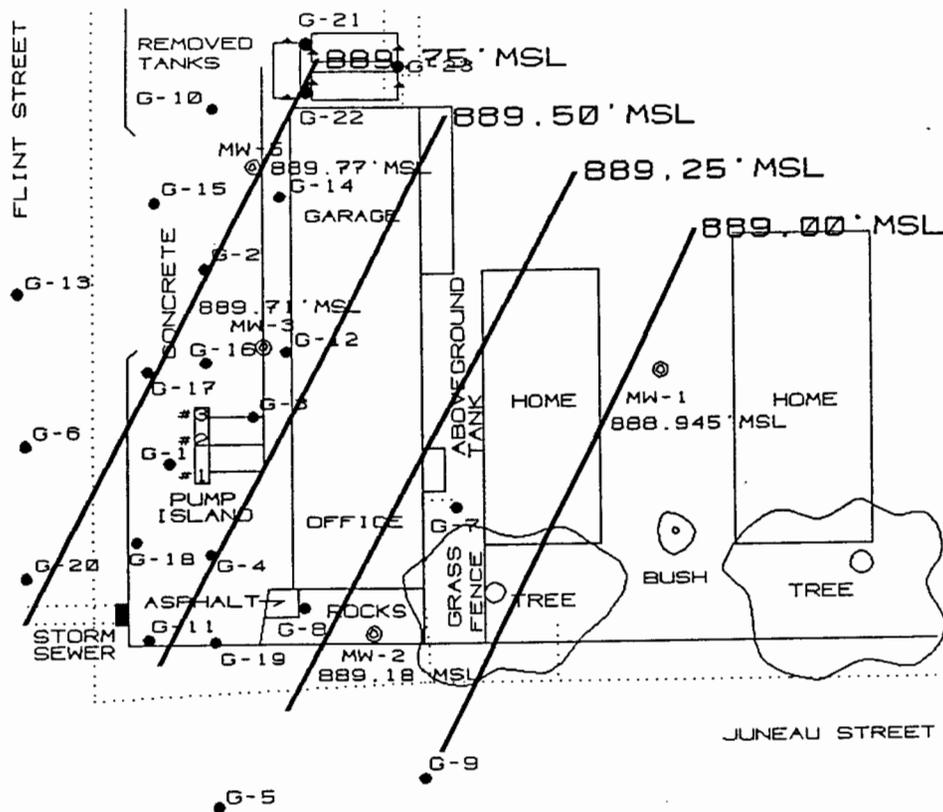
## LYNDON STATION, WISCONSIN

GROUNDWATER CONTOUR MAP BY METCO 11/16/93  
ROUND 1 SAMPLING CONDUCTED ON 3/26/93

SCALE: 1 IN = 35 FT



WATER .....  
SEWER ———  
MANHOLE COVER ○



### GENERAL PROJECT DATA

#### TANK REMOVAL SITE ASSESSMENT

- ▲ = NO FIELD OR HNU DETECTS
- # 1 = 2,200 PPM GRO (3-5 FT)
- # 2 = 4,100 PPM GRO (3-5 FT)
- # 3 = 8,400 PPM GRO (3-5 FT)

#### GEOPROBE PROJECT/SOIL SAMPLING

- G-21 = <.0012 PPB GRO (9-11 FT)
- G-22 = <.0012 PPB GRO (9-11 FT)
- G-23 = <.0012 PPB GRO (9-11 FT)

#### GEOPROBE PROJECT/GROUNDWATER SAMPLING

- G-1-6 = 5,500 PPB BENZENE AND OTHER VOC DETECTS
- G-2 = HIGH VOC DETECTS

#### GEOPROBE PROJECT/SOIL GAS SAMPLING

- G-3 = HIGH CONT. DETECT AT 4-11 FT.
- G-4 = HIGH CONT. DETECT AT 4-10 FT.
- G-5 = LOW CONT. DETECT AT 3-9 FT.
- G-6 = LOW CONT. DETECT AT 4-11 FT.
- G-7 = LOW CONT. DETECT AT 4-11 FT.
- G-8 = LOW CONT. DETECT AT 3-10 FT.
- G-9 = LOW/NO CONT. DETECT AT 5-12 FT.
- G-10 = LOW/NO CONT. DETECT AT 4-11 FT.
- G-11 = LOW/NO CONT. DETECT AT 2-9 FT.
- G-12 = HIGH CONT. DETECT AT 3-10 FT.
- G-13 = LOW/NO CONT. DETECT AT 4-11 FT.
- G-14 = NO CONT. DETECT AT 4-10 FT.
- G-15 = LOW/NO CONT. DETECT AT 4-10 FT.
- G-16 = HIGH CONT. DETECT AT 3-10 FT.
- G-17 = HIGH CONT. DETECT AT 3-10 FT.
- G-18 = LOW CONT. DETECT AT 4-10 FT.
- G-19 = LOW/NO CONT. DETECT AT 2-9 FT.
- G-20 = LOW CONT. DETECT AT 4-10 FT.
- G-21 = LOW/NO CONT. DETECT AT 3-10 FT.

#### DRILLING PROJECT/SOIL SAMPLING

- MW-1-1 = NO CONT. DETECT AT 4-6 FT.
- MW-1-2 = NO CONT. DETECT AT 9-11 FT.
- MW-2-1 = NO CONT. DETECT AT 4-6 FT.
- MW-2-2 = 200 INCL UNITS AT 9-11 FT.
- MW-3-1 = 150 INCL UNITS AT 4-6 FT.
- MW-3-2 = 400 INCL UNITS AT 9-11 FT.
- MW-4-1 = NO CONT. DETECT AT 4-6 FT.
- MW-4-2 = NO CONT. DETECT AT 9-11 FT.

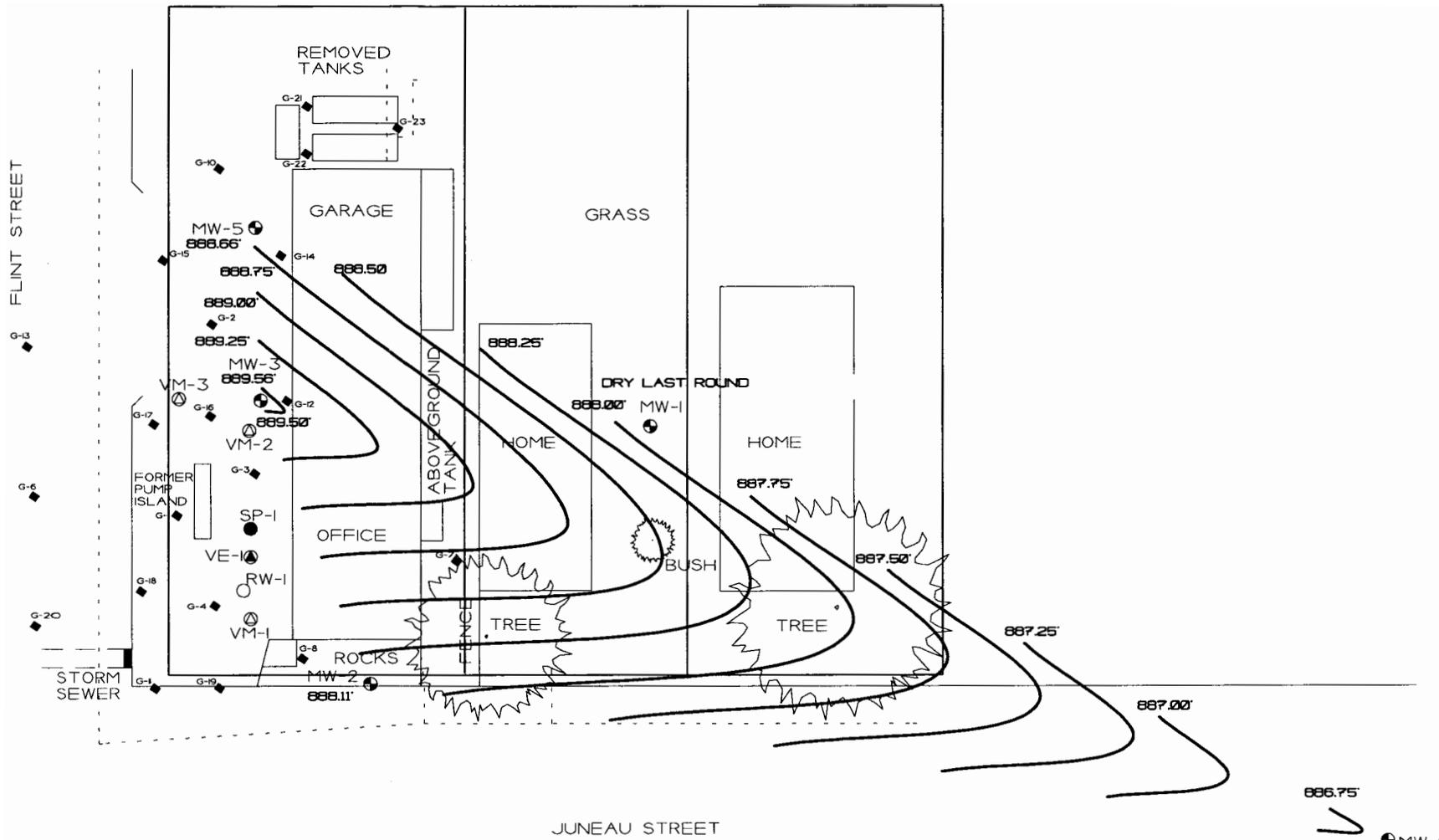
#### ROUND 1 GROUNDWATER SAMPLING

- MW-1 = 1.7 PPB BENZ./LOW VOC DETECTS
- MW-2 = 110 PPB BENZ./VOC DETECTS
- MW-3 = 3800 PPB BENZ./HIGH VOC DETECTS
- MW-4 = NO GRO/VOC DETECTS

#### ROUND 2 GROUNDWATER SAMPLING

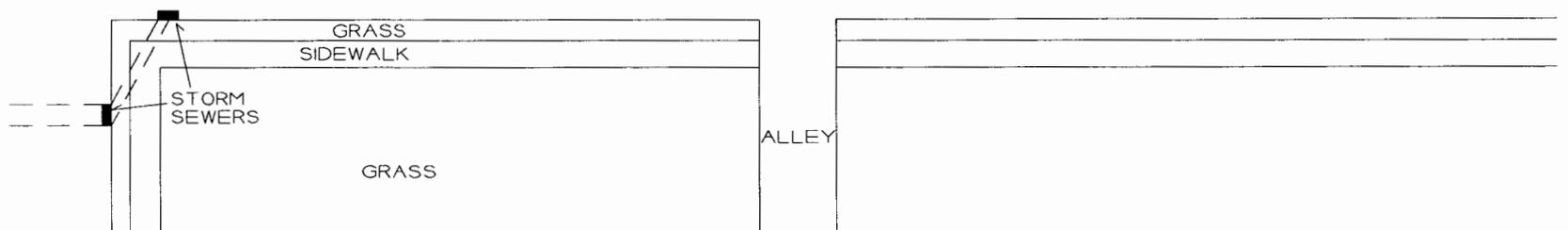
- MW-1 = <1.0 PPB BENZ./V. LOW VOC DET.
- MW-2 = <10 PPB BENZ./LOW VOC DET.
- MW-3 = 370 PPB BENZ./HIGH VOC DETECTS
- MW-4 = NO GRO/LOW MTBE/NO VOC DETECTS

PROJECT BENCHMARK: TOP NUT OF FIRE HYDRANT LOCATED 382 FT. SOUTHEAST +/- FROM SOUTHEAST CORNER OF SCULLY OIL BUILDING. ELEVATION = 900.49 FT. MEAN SEA LEVEL (MSL)



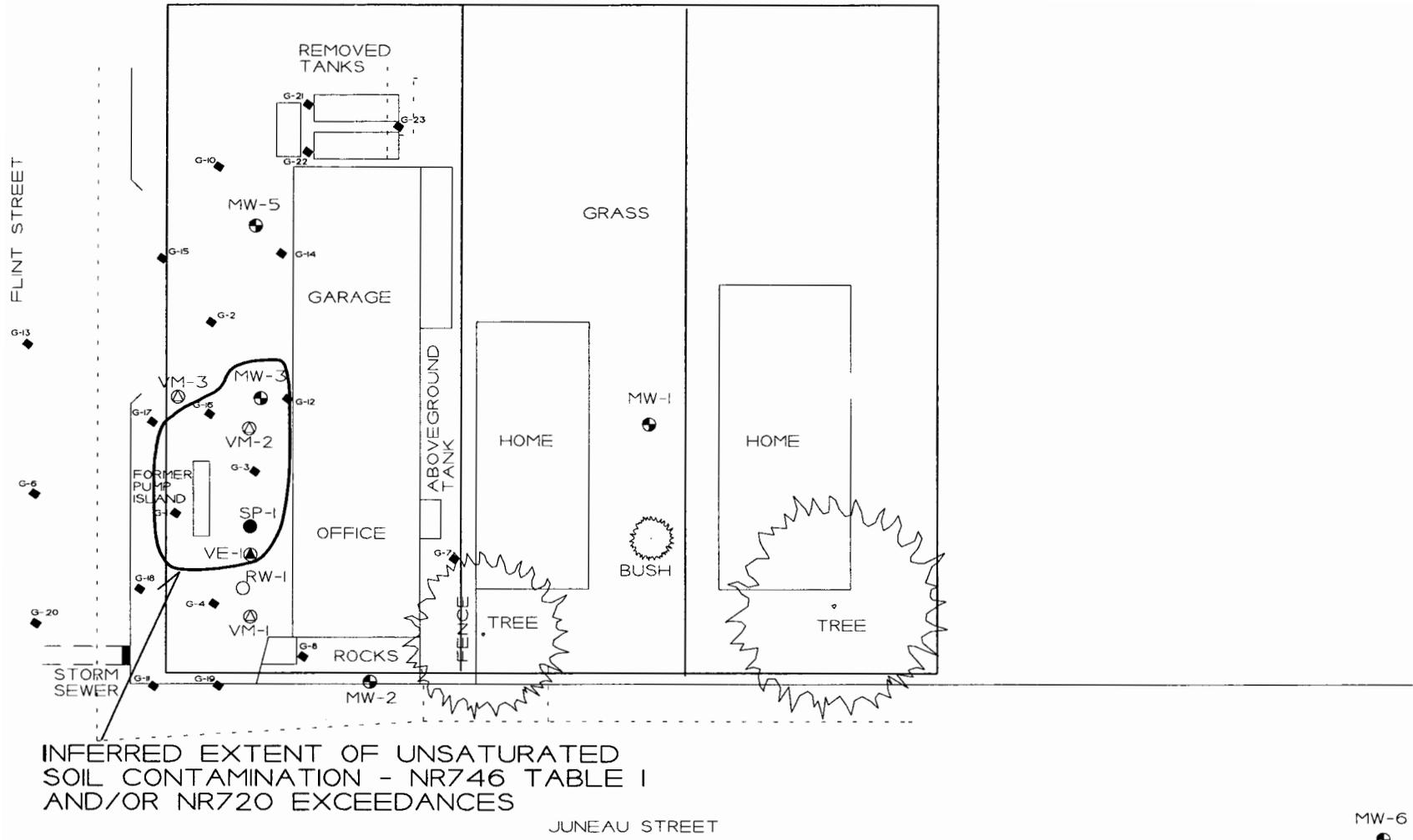
GROUNDWATER CONTOUR MAP FOR 05/05/03		
SCULLY PHILLIPS STATION LYNDON STATION, WISCONSIN		
METCO <small>2000 UNIVERSITY ROAD LITTLETON, CO 80120 303.763.8333 FAX</small>	SCALE: 1 IN.=30 FT.  UPDATED BY: JFR DATE: 05/27/03 JOB NO.: D-95-203 C75	

NOTE: ELEVATIONS TAKEN IN FEET MEAN SEA LEVEL (MSL).

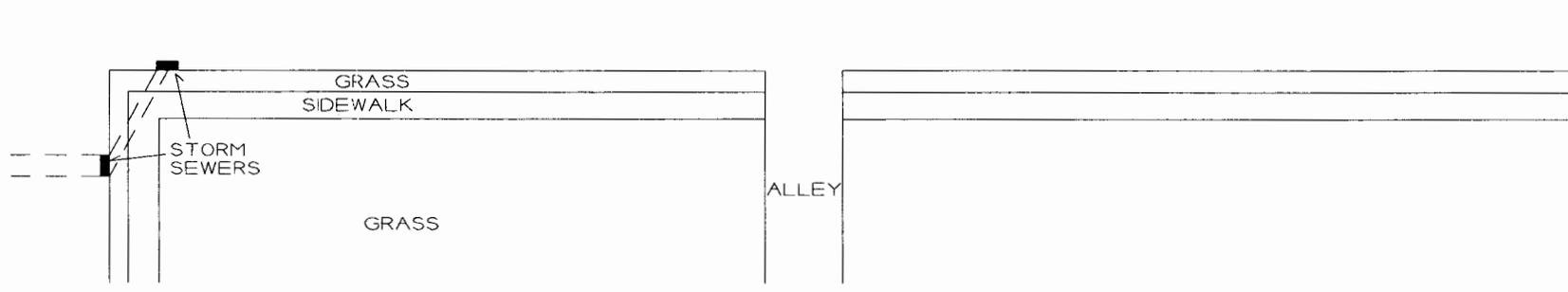


LEGEND

---	SEWER LINE
---	WATER LINE
◆	GEOPROBE LOCATION
⊕	MONITORING WELL LOCATION
○	GROUNDWATER RECOVERY WELL
⊙	SOIL VAPOR EXTRACTION WELL
⊗	SOIL VAPOR MONITORING WELL
●	AIR SPARGING WELL



<b>UNSATURATED SOIL CONTAMINATION MAP</b>		
SCULLY PHILLIPS STATION LYNDON STATION, WISCONSIN		
<b>METCO</b> <small>2700 WISCONSIN AVE.          MILWAUKEE, WI 53233          TEL: 414-224-1100          FAX: 414-224-1101</small>	SCALE: 1 IN. = 30 FT.	
	DRAWN BY: DDT DATE: 09/17/90 JOB NO: D-90-203, C78	

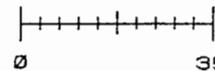


**LEGEND**

---	SEWER LINE
----	WATER LINE
◆	GEOPROBE LOCATION
⊕	MONITORING WELL LOCATION
○	GROUNDWATER RECOVERY WELL
⊙	SOIL VAPOR EXTRACTION WELL
⊗	SOIL VAPOR MONITORING WELL
●	AIR SPARGING WELL

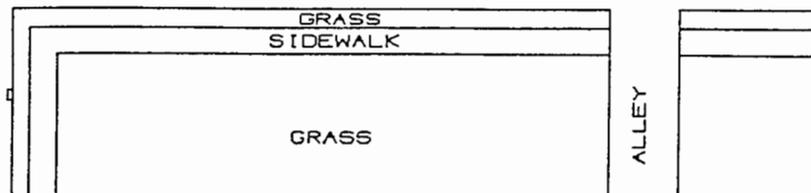
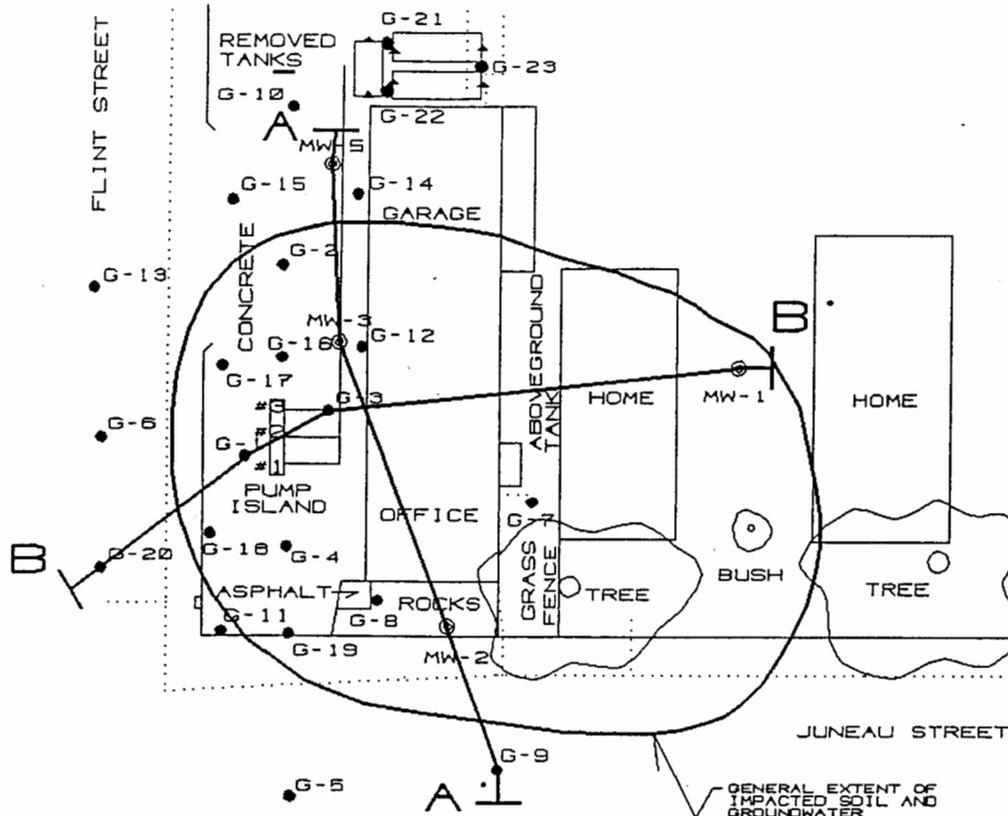
SCULLY PHILLIPS STATION  
 LYNDON STATION, WISCONSIN  
 CROSS SECTION MAP BY METCO 11/18/93

SCALE: 1 IN = 35 FT



NORTH

WATER .....  
 SEWER ———  
 MANHOLE COVER ○



NOTE: PRESENTED CONTAMINATION LIMITS ARE BASED ON AVAILABLE DATA. ACTUAL CONDITIONS MAY DIFFER.

GENERAL PROJECT DATA

TANK REMOVAL SITE ASSESSMENT

- ▲ = NO FIELD OR HNU DETECTS
- \* 1 = 2.200 PPM GRO (3-5 FT)
- \* 2 = 4.100 PPM GRO (3-5 FT)
- \* 3 = 8.400 PPM GRO (3-5 FT)

GEOPROBE PROJECT/SOIL SAMPLING

- G-21 = (.0012 PPB GRO (9-11 FT))
- G-22 = (.0012 PPB GRO (9-11 FT))
- G-23 = (.0012 PPB GRO (9-11 FT))

GEOPROBE PROJECT/GROUNDWATER SAMPLING

- G-1-6 = 5.500 PPB BENZENE AND OTHER VOC DETECTS
- G-2 = HIGH VOC DETECTS

GEOPROBE PROJECT/SOIL GAS SAMPLING

- G-3 = HIGH CONT. DETECT AT 4-11 FT.
- G-4 = HIGH CONT. DETECT AT 4-10 FT.
- G-5 = LOW CONT. DETECT AT 3-9 FT.
- G-6 = LOW CONT. DETECT AT 4-11 FT.
- G-7 = LOW CONT. DETECT AT 3-11 FT.
- G-8 = LOW/NO CONT. DETECT AT 3-10 FT.
- G-9 = LOW/NO CONT. DETECT AT 5-12 FT.
- G-10 = LOW/NO CONT. DETECT AT 4-11 FT.
- G-11 = LOW/NO CONT. DETECT AT 2-9 FT.
- G-12 = HIGH CONT. DETECT AT 3-10 FT.
- G-13 = LOW/NO CONT. DETECT AT 4-11 FT.
- G-14 = NO CONT. DETECT AT 4-10 FT.
- G-15 = LOW/NO CONT. DETECT AT 4-10 FT.
- G-16 = HIGH CONT. DETECT AT 3-10 FT.
- G-17 = HIGH CONT. DETECT AT 3-10 FT.
- G-18 = LOW CONT. DETECT AT 2-9 FT.
- G-19 = LOW CONT. DETECT AT 4-10 FT.
- G-20 = LOW/NO CONT. DETECT AT 3-10 FT.

DRILLING PROJECT/SOIL SAMPLING

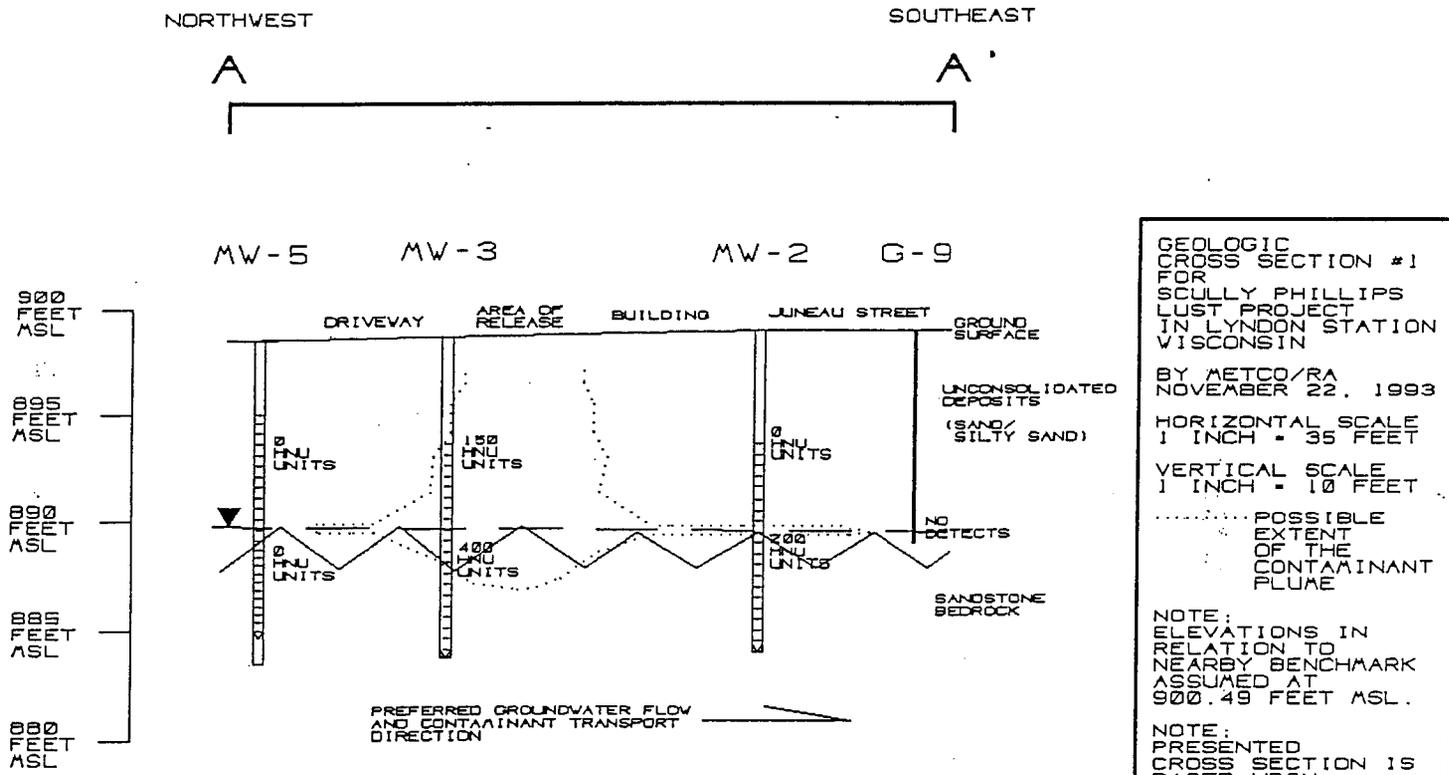
- MW-1-1 = NO CONT. DETECT AT 4-6 FT.
- MW-1-2 = NO CONT. DETECT AT 9-11 FT.
- MW-2-1 = NO CONT. DETECT AT 4-6 FT.
- MW-2-2 = 200 HNU UNITS AT 9-11 FT.
- MW-3-1 = 150 HNU UNITS AT 4-6 FT.
- MW-3-2 = 400 HNU UNITS AT 9-11 FT.
- MW-5-1 = NO CONT. DETECT AT 4-6 FT.
- MW-5-2 = NO CONT. DETECT AT 9-11 FT.

ROUND 1 GROUNDWATER SAMPLING

- MW-1 = 1.7 PPB BENZ./LOW VOC DETECTS
- MW-2 = 110 PPB BENZ./VOC DETECTS
- MW-3 = 3800 PPB BENZ./HIGH VOC DETECTS
- MW-5 = NO GRO/VOC DETECTS

ROUND 2 GROUNDWATER SAMPLING

- MW-1 = <1.0 PPB BENZ./V. LOW VOC DET.
- MW-2 = <10 PPB BENZ./LOW VOC DET.
- MW-3 = 3700 PPB BENZ./HIGH VOC DETECTS
- MW-5 = NO GRO/LOW MTBE/NO VOC DETECTS



GEOLOGIC CROSS SECTION #1 FOR SCULLY PHILLIPS LUST PROJECT IN LYNDON STATION WISCONSIN

BY METCO/RA NOVEMBER 22, 1993

HORIZONTAL SCALE 1" INCH = 35 FEET

VERTICAL SCALE 1" INCH = 10 FEET

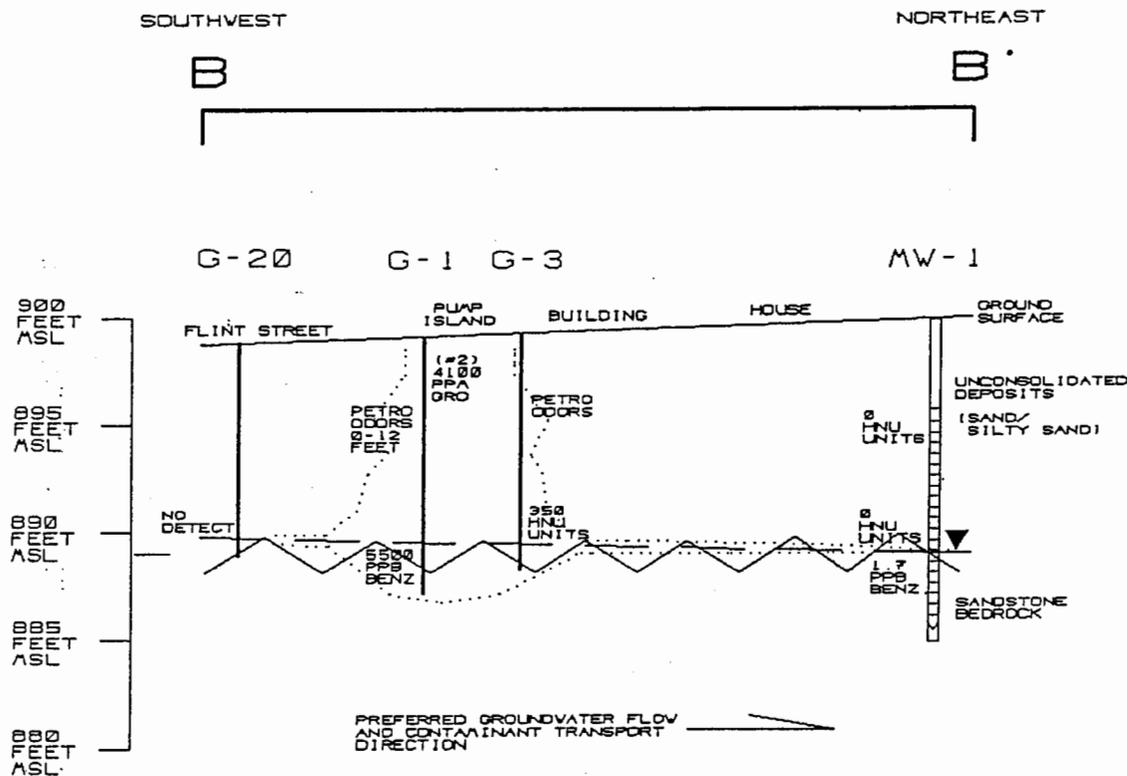
..... POSSIBLE EXTENT OF THE CONTAMINANT PLUME

NOTE: ELEVATIONS IN RELATION TO NEARBY BENCHMARK ASSUMED AT 900.49 FEET ASL.

NOTE: PRESENTED CROSS SECTION IS BASED UPON AVAILABLE DATA. ACTUAL CONDITIONS MAY DIFFER.

UNCONSOLIDATED DEPOSITS CONSIST OF A TAN, BROWN, YELLOW, ORANGE, SUBANGULAR TO WELL ROUNDED, WELL TO POORLY GRADED, FINE TO COARSE GRAINED SAND TO SILTY SAND (92-97% QUARTZ, 3-10% NON-QUARTZ) (SA-SP).

THE BEDROCK SURFACE EXISTS AT 7-15 FEET DEPENDING ON SITE LOCATION. BEDROCK CONSISTS OF A BROWN TO ORANGE, SUBANGULAR TO SUBROUNDED, WELL SORTED, FINE TO MEDIUM GRAINED VERY SOFT SANDSTONE (99% QUARTZ) WITH CARBONATE, SILICA, AND IRON OXIDE CEMENT.



GEOLOGIC CROSS SECTION #2 FOR SCULLY PHILLIPS LUST PROJECT IN LYNDON STATION WISCONSIN

BY AETCO/RA NOVEMBER 22, 1993

HORIZONTAL SCALE 1 INCH = 35 FEET

VERTICAL SCALE 1 INCH = 10 FEET

..... POSSIBLE EXTENT OF THE CONTAMINANT PLUME

NOTE: ELEVATIONS IN RELATION TO NEARBY BENCHMARK ASSUMED AT 900.49 FEET ASL.

NOTE: PRESENTED CROSS SECTION IS BASED UPON AVAILABLE DATA. ACTUAL CONDITIONS MAY DIFFER.

UNCONSOLIDATED DEPOSITS CONSIST OF A TAN, BROWN, YELLOW, ORANGE, SUBANGULAR TO WELL ROUNDED, WELL TO POORLY GRADED, FINE TO COARSE GRAINED SAND TO SILTY SAND (90-97% QUARTZ, 3-10% NON-QUARTZ) (SM-SP).

THE BEDROCK SURFACE EXISTS AT 7-15 FEET DEPENDING ON SITE LOCATION. BEDROCK CONSISTS OF A BROWN TO ORANGE, SUBANGULAR TO SUBROUNDED, WELL SORTED, FINE TO MEDIUM GRAINED VERY SOFT SANDSTONE (99% QUARTZ) WITH CARBONATE, SILICA, AND IRON OXIDE CEMENT.

WDNR BRRTS Case #: 03-29-000696

WDNR Site Name: Scully Phillips

**Geographic Information System (GIS) Registry of Closed Remediation Sites**

In compliance with the revisions to the NR 700 rule series requiring certain closed sites to be listed on the Geographic Information System (GIS) Registry of Closed Remediation Sites (Registry) effective Nov., 2001, I have provided the following information.

To the best of my knowledge the legal descriptions provided and attached to this statement are complete and accurate.

Responsible Party:

Thomas Scully

(print name/title)

Thomas Scully

(signature)

1-14-03

(date)

# COPY

Tom Scully  
N7762 17<sup>th</sup> Avenue  
New Lisbon, WI, 53950-9696

September 19, 2003

Mr. Jeff Scully  
Scully Oil Company, Inc.  
150 Flint Street  
Lyndon Station, WI 53944

Dear Mr. Scully,

Starting with the following paragraph is the text of the form letter that the Wisconsin DNR requires me to send to you, with site-specific details entered at appropriate points by our environmental consultant, METCO. It is your notification of residual groundwater contamination on your property, with details on how the source property (in this case, your property) is requesting case closure with natural attenuation as the final remediation for the contamination.

Groundwater contamination that appears to have originated on the property located at 150 Flint Street, Lyndon Station, Wisconsin, has been shown to be staying within the property boundaries, with the exception of a small amount which is inferred to impact the Costigan and Rasmussen Properties and the right of way of Juneau Street to the south and east of your property. The levels of petroleum contamination (benzene, ethylbenzene, toluene, naphthalene, and trimethylbenzenes) in the groundwater on your property have been found to be 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 contaminant plume is stable or receding and will naturally degrade over time. I believe that allowing natural attenuation to complete the cleanup at this site will meet the requirements for case closure that are found in chapter NR 726 and chapter Comm 46, Wisconsin administrative Code, and I will be requesting that the Department of Natural Resources 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 I am the "responsible party" for the contamination 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 your further information, a copy of the WDNR's Fact Sheet on Natural Attenuation and the requirements of section 292.13, Wisconsin Statutes (publication RR-671) is enclosed.

The Department of Natural Resources will not review our closure request for 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 closure should not be granted for this site. If you would like to submit any information to the Department of Natural Resources that is relevant to this closure request, you should mail that information to Mr. David Rozeboom, Wisconsin Department of Natural Resources – West Central Region, 473 Griffith Ave., Wisconsin Rapids, Wisconsin, 54494-7859.

When 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 Natural Resources' geographic information system (GIS) Registry of Closed Remediation Sites. The information on the GIS Registry includes maps showing the location of properties in Wisconsin where 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 Natural Resources internet web site. Please review the enclosed legal description of your property, and notify us 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 discuss with the Drinking Water program within the Department of Natural Resources the need for special well construction standards.

Once the Department makes a decision on our closure request, it will be documented in a letter. When the Department grants closure, you may obtain a copy of this letter by requesting a copy from us, by writing to the agency address given above or by accessing the DNR GIS Registry of Closed Remediation Sites on the Internet at [www.dnr.state.wi.us/org/at/et/geo/gwur](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 N7762 17<sup>th</sup> Avenue, New Lisbon, WI, 53950-9696. The phone number at which you can reach me is (608) 562-3215. If you would prefer, you may contact Mr. David Rozeboom of the Department of Natural Resources at the address given above. His phone number is (715) 421-7873.

Sincerely,

A handwritten signature in black ink that reads "Tom Scully". The signature is written in a cursive style with a large, sweeping initial "T".

Tom Scully

Enclosures

### **Legal Description of Property**

Lot Ten (10) and eight (8) feet wide and one hundred thirty-one (131) feet long off from the south side of Lot Nine (9), all in Block Five (5) in the Village of Lyndon Station, Juneau County, Wisconsin, same being more particularly described as follows: Commencing at a point at the Southeast corner of said Lot Ten (10) at the corner of Flint and Juneau Streets, thence running in a Northwesterly direction on a line between the south side of Lot Ten (10) and said Flint Street, a distance of one hundred thirty-one (131) feet to the center of the alley running between Lots Nine (9) and Ten (10), Eleven (11) and Twelve (12) in said Block; thence running at right angles with said 131 foot line in the center of said alley in a Northerly direction, a distance of fifty-eight (58) feet; thence running at right angles with said last mentioned line through said Lot Nine (9), a distance of 131 feet to Juneau Street; thence at right angles with said 131 foot line on the westerly side or line of Juneau Street, a distance of fifty-eight (58) feet to place of beginning, said piece or parcel of land being 58 feet wide and 131 feet long containing 7,598 square feet of land.

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

JEFF SCULLY  
SCULLY OIL COMPANY INC  
150 FLINT STREET  
LYNDON STATION WI 5 3944

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  Agent  
*[Signature]*  Addressee

B. Received by (Printed Name) C. Date of Delivery  
*Jeff Scully* *10-6-07*

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

*PO Box 398*

3. Service Type  
 Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number *7000 1530 0004 6942 0519*  
(Transfer from service label)

Tom Scully  
N7762 17<sup>th</sup> Avenue  
New Lisbon, WI, 53950-9696

October 13, 2003

Penny C. Barr and Christian J. Andres, joint tenants  
116 N. Juneau St.  
Lyndon Station, WI 53944

Re: Scully Phillips Remediation Project – Camp Douglas, WI  
Closure Request with Natural Attenuation of Groundwater

Dear Ms. Barr & Mr. Andres,

Starting with the following paragraph is the text of the form letter that the Wisconsin DNR requires me to send to you, with site-specific details entered at appropriate points by my environmental consultant, METCO. It is your notification of residual groundwater contamination on your Juneau Street, Lyndon Station, Wisconsin property, with details on how the source property is requesting case closure with natural attenuation as the final remediation for the contamination.

Groundwater contamination that appears to have originated on the property located at 150 Flint Street, Lyndon Station, Wisconsin, has been shown to be staying within the property boundaries, with the exception of a small amount which is inferred to impact your property, the Rasmussen Property and the right of way of Juneau Street to the south and east of your property. In particular, measured levels of benzene and naphthalene near the boundary between the Scully Oil Company property and your property have been found to be above the state groundwater enforcement standards found in chapter NR 140, Wisconsin Administrative Code. The environmental consultants who have investigated this contamination have informed me that this groundwater contaminant plume is stable or receding and will naturally degrade over time. I believe that allowing natural attenuation to complete the cleanup at this site will meet the requirements for case closure that are found in chapter NR 726 and chapter Comm 46, Wisconsin administrative Code, and I will be requesting that the Department of Natural Resources 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 I am the “responsible party” for the contamination 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 your further information, I am enclosing a copy of the WDNR’s Fact Sheet on Natural Attenuation and the requirements of section 292.13, Wisconsin Statutes (publication RR671).

The Department of Natural Resources will not review my closure request for 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 closure should not be granted for this site. If you would like to submit any information to the Department of Natural Resources that is relevant to this

closure request, you should mail that information to Mr. David Rozeboom, Wisconsin Department of Natural Resources – West Central Region, 473 Griffith Ave., Wisconsin Rapids, Wisconsin, 54494-7859.

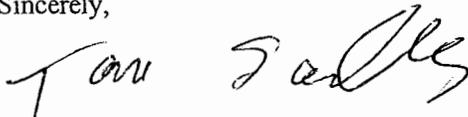
If this case is closed, all properties within the site boundaries where groundwater contamination exceeds chapter NR 140 groundwater enforcement standards will be listed on the Department of Natural Resources' geographic information system (GIS) Registry of Closed Remediation Sites. The information on the GIS Registry includes maps showing the location of properties in Wisconsin where 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 Natural Resources 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 in any way incorrect. This description was taken from the registered (1998) warranty deed summarizing the transfer of the property to Therese E. Costigan. My consultant, METCO, received that deed from the Juneau County Register of Deeds Office as the relevant document in force.

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 discuss with the Drinking Water program within the Department of Natural Resources the 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 [www.dnr.state.wi.us/org/at/et/geo/gwur](http://www.dnr.state.wi.us/org/at/et/geo/gwur). A copy of the closure letter will be 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 N7762 17<sup>th</sup> Avenue, New Lisbon, Wisconsin, 53950-9696. The phone number at which you can reach me is (608) 562-3215. If you would prefer, you may contact Mr. David Rozeboom of the Department of Natural Resources at the address given above. His phone number is (715) 421-7873.

Sincerely,

A handwritten signature in black ink that reads "Tom Scully". The signature is written in a cursive, slightly slanted style.

Tom Scully

Enclosures

*Legal Description of Property*

The North Forty-three (43) feet of Lot Nine (9) of Block Five (5) of the Original Plat to the Village of Lyndon Station, Juneau County, Wisconsin.

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

PENNY C. BARR  
116 NORTH JUNEAU STREE

LYNDON STATION WI 5 3944

2. Article Number

*(Transfer from service label)*

7002 2030 0003 3448 4172

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X Penny C Barr

 Agent Addressee

B. Received by (Printed Name)

Penny C Barr

C. Date of Delivery

10-16-03

D. Is delivery address different from item 1?  YesIf YES, enter delivery address below:  No

3. Service Type

 Certified Mail  Express Mail Registered  Return Receipt for Merchandise Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)

 Yes

**COPY**

Tom Scully  
N7762 17<sup>th</sup> Avenue  
New Lisbon, WI, 53950-9696

September 19, 2003

Mr. Randy J. Rasmussen  
126 Juneau St.  
Lyndon Station, WI 53944

P.O. Box 273

Re: Scully Phillips Remediation Project – Lyndon Station, WI  
Closure Request with Natural Attenuation of Groundwater

Dear Mr. Rasmussen,

Starting with the following paragraph is the text of the form letter that the Wisconsin DNR requires me to send to you, with site-specific details entered at appropriate points by my environmental consultant, METCO. It is your notification of residual groundwater contamination on your property, with details on how the source property is requesting case closure with natural attenuation as the final remediation for the contamination.

Groundwater contamination that appears to have originated on the property located at 150 Flint Street, Lyndon Station, Wisconsin, has been shown to be staying within the property boundaries, with the exception of a small amount which is inferred to impact your property, the Costigan Property and the right of way of Juneau Street to the south and west of your property. In particular, measured levels of benzene and naphthalene near the boundary between the Scully Oil Company property and the neighboring Costigan property have been found to be above the state groundwater enforcement standards found in chapter NR 140, Wisconsin Administrative Code. We can infer that enforcement standard exceedances have extended as far as your property. The environmental consultants who have investigated this contamination have informed me that this groundwater contaminant plume is stable or receding and will naturally degrade over time. I believe that allowing natural attenuation to complete the cleanup at this site will meet the requirements for case closure that are found in chapter NR 726 and chapter Comm 46, Wisconsin administrative Code, and I will be requesting that the Department of Natural Resources 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 I am the “responsible party” for the contamination 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 your further information, I am enclosing a copy of the WDNR’s Fact Sheet on Natural Attenuation and the requirements of section 292.13, Wisconsin Statutes (publication RR671).

The Department of Natural Resources will not review my closure request for 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 closure should not be granted for this site. If

you would like to submit any information to the Department of Natural Resources that is relevant to this closure request, you should mail that information to Mr. David Rozeboom, Wisconsin Department of Natural Resources – West Central Region, 473 Griffith Ave., Wisconsin Rapids, Wisconsin, 54494-7859.

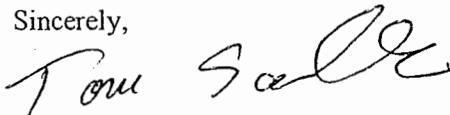
If this case is closed, all properties within the site boundaries where groundwater contamination exceeds chapter NR 140 groundwater enforcement standards will be listed on the Department of Natural Resources' geographic information system (GIS) Registry of Closed Remediation Sites. The information on the GIS Registry includes maps showing the location of properties in Wisconsin where 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 Natural Resources 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 in any way incorrect. This description was taken from the Yr 2000 Quit Claim deed summarizing the transfer of the property to Randy J. Rasmussen. My consultant, METCO, received that deed from the Juneau County Register of Deeds Office as the relevant document in force.

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 discuss with the Drinking Water program within the Department of Natural Resources the 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 [www.dnr.state.wi.us/org/at/et/geo/gwur](http://www.dnr.state.wi.us/org/at/et/geo/gwur). A copy of the closure letter will be 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 N7762 17<sup>th</sup> Avenue, New Lisbon, Wisconsin, 53950-9696. The phone number at which you can reach me is (608) 562-3215. If you would prefer, you may contact Mr. David Rozeboom of the Department of Natural Resources at the address given above. His phone number is (715) 421-7873.

Sincerely,

A handwritten signature in black ink that reads "Tom Scully". The signature is written in a cursive style with a large, stylized "S" for the last name.

Tom Scully

Enclosures

*Legal Description of Property*

Lot 8 in Block 5 in the Village of Lyndon Station, Original Plat, Juneau County, Wisconsin.

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

**RANDY J. RASMUSSEN  
P.O. BOX 273**

**LYNDON STATION WI 5 3944**

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  Agent  
 Addressee

B. Received by (Printed Name) C. Date of Delivery  
Randy Rasmussen 11-7-03

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

3. Service Type  
 Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number 7000 1530 0004 6942 0540  
(Transfer from service label)



2956 Airport Road ♦ La Crosse, Wisconsin 54603

**COPY**

608-781-8879 ♦ 800-552-2932 ♦ Fax: 608-781-8893 ♦ E-mail: rona@metcohq.com

September 19, 2003

WDNR BRRTS # 03-29-000696  
COMMERCE # 53944-9414-50

Ms. Betty Panek  
Village of Lyndon Station Clerk  
P.O. Box 408  
Lyndon Station, WI 53944

Notification: Scully Phillips LUST Site Closure Request

Dear Ms. Panek,

I am writing on behalf of our client, Mr. Tom Scully, to inform you and Mr. Steve Klicko, Maintenance Supervisor of the Village, that the Scully Phillips LUST site, located at 150 Flint Street, Lyndon Station, Wisconsin, is requesting Case Closure from the Wisconsin Department of Natural Resources.

As part of the required documentation, you are hereby notified that there may exist residual petroleum hydrocarbon contamination in groundwater in the right-of-way of Juneau Street – on the southeast side of the site. Any contamination, if present, would likely begin at the top of the ‘smear zone’ associated with a fluctuating watertable at 8 to 11 feet below ground surface, and possibly extend to 15 feet. Two relevant site maps are attached: (1) a map indicating the inferred extent of groundwater contamination at the watertable, and (2) groundwater elevation/flow contours, developed from the data of the last sampling round, May 5, 2003.

If you have any questions, or require more detailed information, please contact me at METCO’s La Crosse office (608-781-8879).

Sincerely,

Thomas Pignet, P.E.  
Engineer

Map Enclosures

c: Mr. Steve Klicko – Maintenance Supervisor, Village of Lyndon Station  
Mr. Tom Scully– Client