

**Source Property Information**

BRRTS #:	02-48-257540	Closure Date:	May 21, 2008
ACTIVITY NAME:	Prescott Oil Co Bulk Plant	FID#:	348000730
PROPERTY ADDRESS:	450 2nd St	DATCP#:	
MUNICIPALITY:	Prescott	COMM#:	54021-1619-21
PARCEL ID#:	1936		

**\*WTM Coordinates:**

X:	298522	Y:	478459
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*\*Coordinates are in WTM83, NAD83 (1991)*

**WTM Coordinates Represent:**

- Approximate Center of Contaminant Source
- Approximate Source Parcel Center

**Please check as appropriate:** (BRRTS Action Code)

**Contaminated Media:**

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> <u>Groundwater</u> Contamination > ES (236) | <input checked="" type="checkbox"/> <u>Soil</u> Contamination > *RCLs or **SSRCL (232) |
| <input checked="" type="checkbox"/> Groundwater Contamination in ROW            | <input checked="" type="checkbox"/> Soil Contamination in ROW                          |
| <input type="checkbox"/> Off-Source Contamination                               | <input type="checkbox"/> Off-Source Contamination                                      |

*(note: for list of impacted off-source properties see attached list of "Impacted Off-Source Property")*

*(note: for list of impacted off-source properties see attached list of "Impacted Off-Source Property")*

**Land Use Controls:**

- |   |   |
|---|---|
| <input type="checkbox"/> Soil: maintain industrial zoning (220) | <input type="checkbox"/> Cover or Barrier (222)             |
| <input type="checkbox"/> Structural Impediment (224)            | <input type="checkbox"/> Vapor Mitigation (226)             |
| <input type="checkbox"/> Site-Specific Condition (228)          | <input type="checkbox"/> Maintain Liability Exemption (230) |

*(note: soil contaminant concentrations between residential and industrial levels)*

*(note: maintenance plan for groundwater or direct contact)*

*(note: local government or economic development corporation)*

**Monitoring wells properly abandoned? (234)**

- Yes     
  No     
  N/A

This Adobe Fillable form is intended to provide a list of information that is required for evaluation for case closure. It is to be used in conjunction with Form 4400-202, Case Closure Request. The closure of a case means that the Department has determined that no further response is required at that time based on the information that has been submitted to the Department.

**NOTICE: Completion of this form is mandatory** for applications for case closure pursuant to ch. 292, Wis. Stats. and ch. NR 726, Wis. Adm. Code, including cases closed under ch. NR 746 and ch. NR 726. The Department will not consider, or act upon your application, unless all applicable sections are completed on this form and the closure fee and any other applicable fees, required under ch. NR 749, Wis. Adm. Code, Table 1 are included. It is not the Department's intention to use any personally identifiable information from this form for any purpose other than reviewing closure requests and determining the need for additional response action. The Department may provide this information to requesters as required by Wisconsin's Open Records law [ss. 19.31 - 19.39, Wis. Stats.].

BRRTS #: 02-48-257540

PARCEL ID #: 1936

ACTIVITY NAME: Prescott Oil Co Bulk Plt

WTM COORDINATES: X: 298522 Y: 478459

**CLOSURE DOCUMENTS** (the Department adds these items to the final GIS packet for posting on the Registry)

- Closure Letter**
- Maintenance Plan** (if activity is closed with a land use limitation or condition (land use control) under s. 292.12, Wis. Stats.)
- Conditional Closure Letter**
- Certificate of Completion (COC)** for VPLE sites

**SOURCE LEGAL DOCUMENTS**

- Deed:** The most recent deed as well as legal descriptions, for the **Source Property** (where the contamination originated). Deeds for other, off-source (off-site) properties are located in the **Notification** section.  
*Note: If a property has been purchased with a land contract and the purchaser has not yet received a deed, a copy of the land contract which includes the legal description shall be submitted instead of the most recent deed. If the property has been inherited, written documentation of the property transfer should be submitted along with the most recent deed.*
- Certified Survey Map:** A copy of the certified survey map or the relevant section of the recorded plat map for those properties where the legal description in the most recent deed refers to a certified survey map or a recorded plat map. (lots on subdivided or platted property (e.g. lot 2 of xyz subdivision)).  
**Figure #: Exhibit A Title: Burlington Northern Railroad Company & Burlington Northern and Santa Fe Railway Co**
- Signed Statement:** A statement signed by the Responsible Party (RP), which states that he or she believes that the attached legal description accurately describes the correct contaminated property.

**MAPS** (meeting the visual aid requirements of s. NR 716.15(2)(h))

Maps must be no larger than 8.5 x 14 inches unless the map is submitted electronically.

- Location Map:** A map outlining all properties within the contaminated site boundaries on a U.S.G.S. topographic map or plat map in sufficient detail to permit easy location of all parcels. If groundwater standards are exceeded, include the location of all potable wells within 1200 feet of the site.  
*Note: Due to security reasons municipal wells are not identified on GIS Packet maps. However, the locations of these municipal wells must be identified on Case Closure Request maps.*  
**Figure #: 1 Title: Site Location Map**
- Detailed Site Map:** A map that shows all relevant features (buildings, roads, individual property boundaries, contaminant sources, utility lines, monitoring wells and potable wells) within the contaminated area. This map is to show the location of all contaminated public streets, and highway and railroad rights-of-way in relation to the source property and in relation to the boundaries of groundwater contamination exceeding a ch. NR 140 Enforcement Standard (ES), and/or in relation to the boundaries of soil contamination exceeding a Residual Contaminant Level (RCL) or a Site Specific Residual Contaminant Levels (SSRCL) as determined under s. NR 720.09, 720.11 and 720.19.  
**Figure #: 1 Title: Site Plan View**
- Soil Contamination Contour Map:** For sites closing with residual soil contamination, this map is to show the location of all contaminated soil and a single contour showing the horizontal extent of each area of contiguous residual soil contamination that exceeds a Residual Contaminant Level (RCL) or a Site Specific Residual Contaminant Level (SSRCL) as determined under s. NR 720.09, 720.11 and 720.19.  
**Figure #: 2A, 2B & 2C Title: Limits of Remedial Soil Excavation PAH, Lead & Benzene Distribution**

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ACTIVITY NAME: Prescott Oil Co Bulk Plt

**MAPS (continued)**

- Geologic Cross-Section Map:** A map showing the source location and vertical extent of residual soil contamination exceeding a Residual Contaminant Level (RCL) or a Site Specific Residual Contaminant Level (SSRCL). If groundwater contamination exceeds a ch. NR 140 Enforcement Standard (ES) when closure is requested, show the source location and vertical extent, water table and piezometric elevations, and locations and elevations of geologic units, bedrock and confining units, if any.

Figure #: 3 & 6 Title: Geologic Cross-Section A-A' & Soil Contaminant Distribution Cross-Section A-A'

Figure #: 4 & 7 Title: Geologic Cross-Section B-B' & Soil Contaminant Distribution Cross-Section B-B'

- Groundwater Isoconcentration Map:** For sites closing with residual groundwater contamination, this map shows the horizontal extent of all groundwater contamination exceeding a ch. NR140 Preventive Action Limit (PAL) and an Enforcement Standard (ES). Indicate the direction and date of groundwater flow, based on the most recent sampling data.

*Note: This is intended to show the total area of contaminated groundwater.*

Figure #: 1C Title: Groundwater Benzene Distribution and Potentiometric Surface May 22, 2007

- Groundwater Flow Direction Map:** A map that represents groundwater movement at the site. If the flow direction varies by more than 20° over the history of the site, submit 2 groundwater flow maps showing the maximum variation in flow direction.

Figure #: 1C Title: Groundwater Benzene Distribution and Potentiometric Surface May 22, 2007

Figure #: Title:

**TABLES (meeting the requirements of s. NR 716.15(2)(h)(3))**

Tables must be no larger than 8.5 x 14 inches unless the table is submitted electronically. Tables must not contain shading and/or cross-hatching. The use of **BOLD** or *ITALICS* is acceptable.

- Soil Analytical Table:** A table showing remaining soil contamination with analytical results and collection dates.  
*Note:* This is one table of results for the contaminants of concern. Contaminants of concern are those that were found during the site investigation, that remain after remediation. It may be necessary to create a new table to meet this requirement.

Table #: 4 & 5 & 6 Title: Soil Analytical Results & PAH Soil Analytical Results & Post Soil Excavation PVOC Results

- Groundwater Analytical Table:** Table(s) that show the most recent analytical results and collection dates, for all monitoring wells and any potable wells for which samples have been collected.

Table #: 2 & 3 Title: Groundwater Analytical Results & PAH Groundwater Analytical Results

- Water Level Elevations:** Table(s) that show the previous four (at minimum) water level elevation measurements/dates from all monitoring wells. If present, free product is to be noted on the table.

Table #: 1 Title: Groundwater Elevation Data

**IMPROPERLY ABANDONED MONITORING WELLS**

For each monitoring well not properly abandoned according to requirements of s. NR 141.25 include the following documents.

*Note: If the site is being listed on the GIS Registry for only an improperly abandoned monitoring well you will only need to submit the documents in this section for the GIS Registry Packet.*

**Not Applicable**

- Site Location Map:** A map showing all surveyed monitoring wells with specific identification of the monitoring wells which have not been properly abandoned.

*Note: If the applicable monitoring wells are distinctly identified on the Detailed Site Map this Site Location Map is not needed.*

Figure #: 1 Title: Site Plan View

- Well Construction Report:** Form 4440-113A for the applicable monitoring wells.

- Deed:** The most recent deed as well as legal descriptions for each property where a monitoring well was not properly abandoned.

- Notification Letter:** Copy of the notification letter to the affected property owner(s).

BRRTS #: 02-48-257540

ACTIVITY NAME: Prescott Oil Co Bulk Plt

**NOTIFICATIONS**

**Source Property**

- Letter To Current Source Property Owner:** If the source property is owned by someone other than the person who is applying for case closure, include a copy of the letter notifying the current owner of the source property that case closure has been requested.
- Return Receipt/Signature Confirmation:** Written proof of date on which confirmation was received for notifying current source property owner.

**Off-Source Property**

Group the following information per individual property and label each group according to alphabetic listing on the "Impacted Off-Source Property" attachment.

- Letter To "Off-Source" Property Owners:** Copies of all letters sent by the Responsible Party (RP) to owners of properties with groundwater exceeding an Enforcement Standard (ES), and to owners of properties that will be affected by a land use control under s. 292.12, Wis. Stats.  
*Note: Letters sent to off-source properties regarding residual contamination must contain standard provisions in Appendix A of ch. NR 726.*  
**Number of "Off-Source" Letters:**
- Return Receipt/Signature Confirmation:** Written proof of date on which confirmation was received for notifying any off-source property owner.
- Deed of "Off-Source" Property:** The most recent deed(s) as well as legal descriptions, for all affected deeded **off-source property(ies)**. This does not apply to right-of-ways.  
*Note: If a property has been purchased with a land contract and the purchaser has not yet received a deed, a copy of the land contract which includes the legal description shall be submitted instead of the most recent deed. If the property has been inherited, written documentation of the property transfer should be submitted along with the most recent deed.*
- Letter To "Governmental Unit/Right-Of-Way" Owners:** Copies of all letters sent by the Responsible Party (RP) to a city, village, municipality, state agency or any other entity responsible for maintenance of a public street, highway, or railroad right-of-way, within or partially within the contaminated area, for contamination exceeding a groundwater Enforcement Standard (ES) and/or soil exceeding a Residual Contaminant Level (RCL) or a Site Specific Residual Contaminant Level (SSRCL).  
**Number of "Governmental Unit/Right-Of-Way Owner" Letters: 1**



ENVIRONMENTAL & REGULATORY SERVICES DIVISION  
BUREAU OF PECFA  
2715 Post Road  
Stevens Point, Wisconsin 54481  
TDD #: (608) 264-8777  
Fax #: (715) 345-5269  
Jim Doyle, Governor  
Jack L. Fischer, A.I.A., Secretary

March 28, 2008

Irvin F Spreeman Jr  
Prescott Oil Co  
710 Linn St  
Prescott, WI 54021-1234

RE: **Final Closure with Land Use Limitation**

Commerce # 54021-1619-21-A DNR BRRTS # 02-48-257540  
Prescott Oil Co Bulk Plant, 450 2nd St, Prescott

Dear Mr. Spreeman:

On February 26, 2008, the Wisconsin Department of Commerce (Commerce) determined that this site does not pose a significant threat to human health the environment and, consequently, conditionally closed the site with the requirement that all monitoring wells be properly abandoned. Commerce has since been informed that a monitoring well could not be properly abandoned because it is believed to have been destroyed.

Recent changes in state law allow Commerce to grant final closure of your site as long as the current and subsequent property owners adhere to the following limitation:

If monitoring well (MW-6) is located in the future, the well must be properly abandoned in accordance with NR 141, Wisconsin Administrative Code, and a well abandonment form must be submitted to Commerce at the letterhead address.

Failure to adhere to this limitation may result in financial penalties from \$10 to \$5,000 per day in accordance with section 292.99(1), Wis. Stats. Be aware that property owners may be held liable for any contamination associated with improperly abandoned monitoring wells that create a conduit for contaminants to enter groundwater.

This site is now listed as "closed" on the Commerce database and will be included on the Department of Natural Resources (DNR) Geographic Information System (GIS) Registry of Closed Remediation Sites to document residual soil and groundwater contamination and the land use limitation. It is in your best interest to keep all documentation related to the environmental activities at your site.

Please note that if contaminated soil is excavated in the future, it must be managed in accordance with all applicable state and federal regulations. If it is determined that any remaining contamination poses a threat, the case may be reopened and further investigation or remediation may be required.

Thank you for your efforts to bring this case to closure. If you have any questions, please contact me in writing at the letterhead address or by telephone at (715) 345-5307.

Sincerely,

A handwritten signature in black ink, appearing to read "Tim Zeichert", written over a horizontal line.

Tim Zeichert  
Senior Hydrogeologist  
Site Review Section

cc: Allan R. Wolfe, Shaw Environmental, Inc



February 26, 2008

Irvin F Spreeman Jr  
Prescott Oil Co  
710 Linn St  
Prescott, WI 54021-1234

RE: **Conditional Case Closure**

**Commerce # 54021-1619-21-A DNR BRRTS # 02-48-257540**  
Prescott Oil Co Bulk Plant, 450 2nd St, Prescott

Dear Mr. Spreeman:

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

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

- All six monitoring wells must be properly abandoned. The appropriate documentation must be forwarded to the letterhead address.

This letter serves as your written notice of "no further action." Timely filing of your final PECFA claim (if applicable) is encouraged. If your claim is not received within 120 days of the date of this letter, interest costs incurred after 60 days of the date of this letter will not be eligible for PECFA reimbursement. Costs associated with recording deed notices or other restrictions are not eligible for PECFA reimbursement, and the recording of these notices should not delay the claim submittal process.

Thank you for your efforts to protect Wisconsin's environment. If you have any questions, please contact me in writing at the letterhead address or by telephone at (715) 345-5307.

Sincerely,

Tim Zeichert  
Senior Hydrogeologist  
Site Review Section

cc: Allan R. Wolfe, Shaw Environmental, Inc

470328

**WHEN RECORDED MAIL TO:**

The Burlington Northern and  
Santa Fe Railway Company  
2500 Lou Menk Drive  
Fort Worth, Texas 76131-2830

PIERCE COUNTY  
REGISTER OF DEEDS  
VICKI J NELSON

PAGES: 3  
DGD  
RECORDING FEE: 15.00

03/04/2005 08:00AM

**RECORDED AT THE REQUEST OF:**

The Burlington Northern and  
Santa Fe Railway Company  
2500 Lou Menk Drive  
Fort Worth, Texas 76131-2830

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QUITCLAIM DEED

**TRANSFER**  
\$ 72.90  
**FEE**

**THIS INDENTURE WITNESSETH:** That ANT, LLC, a Delaware limited liability company, whose address is 201 Mission Street, 2<sup>nd</sup> Floor, San Francisco, California 94105, ("Grantor"), hereby **QUITCLAIMS**, without any covenants of warranty whatsoever and without recourse to the Grantor, its successors and assigns, unto **THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY**, a Delaware corporation, whose address is 2500 Lou Menk Drive, Fort Worth, Texas 76131-2830, ("Grantee"), for Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, all of Grantor's right, title and interest, if any, in real estate and improvements located in the County of Pierce, State of Wisconsin, as such real property ("Premises") is more particularly described in Exhibit "A", consisting of one (1) page (s), attached hereto and made a part hereof.

**SUBJECT**, however, to all valid existing interests, including but not limited to, reservations, rights of way and other encumbrances of record, or otherwise.

**TO HAVE AND TO HOLD** the same unto Grantee, and its successors and assignees, forever.

018

IN WITNESS WHEREOF, the said Grantor has caused this instrument to be signed by its authorized representative, attested by its Assistant Secretary, hereto, on the 10<sup>th</sup> day of July, 2003.

ANT, LLC, as Grantor

By: James A. Ball  
James A. Ball  
Director

ATTEST:

By: Sydney Freeman  
Sydney Freeman

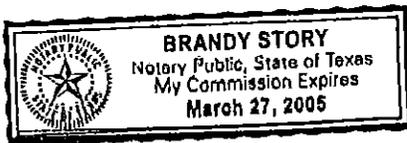
STATE OF TEXAS

§  
§ ss.  
§

COUNTY OF DALLAS

BE IT REMEMBERED, that on this 10<sup>th</sup> day of July, 2003, before me, a Notary Public in and for said County and State, came James A. Ball and Sydney Freeman, of ANT, LLC, to me personally known to be the Director and Assistant Secretary, respectively, of said limited liability company and the same persons who executed the foregoing instrument, and they duly acknowledged before me the execution of the same by them for and on behalf of said limited liability company, and to be the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.



Brandy Story  
Notary Public in and for the State of Texas  
My commission expires: 3/27/05

FORM APPROVED BY LAW

EXHIBIT "A"

Parcel #01936

Those portions of The Burlington Northern and Santa Fe Railway Company's (formerly Chicago, Burlington and Quincy Railroad Company) Station Ground Property at Prescott, Pierce County, Wisconsin, being of variable widths on each side of said Railway Company's Main Track centerline, as now located and constructed upon, over and across Blocks D and G together with a portions of vacated South Street and Ash Street, according to the plat of George Schaser's Addition to Prescott described as follows:

**PARCEL 1**

Beginning at the intersection of the Northwest line of Sycamore Street with the Northeastly line of Second Street, according to the recorded plat thereof; thence Northwestly along said Northeast line of Second Street 580.0 feet; thence Northeastly at right angles to the last described course to the intersection with a line drawn parallel with and distant 8.5 feet Southwestly of, as measured at right angles from said Railway Company's most Southwestly spur track centerline, as now located and constructed; thence Southeastly parallel with said most Southwestly spur track centerline to the intersection with a line drawn parallel with and distant 99.0 feet Northeastly of, as measured at right angles from said Northeastly line of Second Street; thence Southeastly parallel with said Northeastly line of Second Street to the intersection with said Northwestly line of Sycamore Street; thence Southwestly along said Northwestly line of Sycamore Street to the Point of Beginning.

**PARCEL 2**

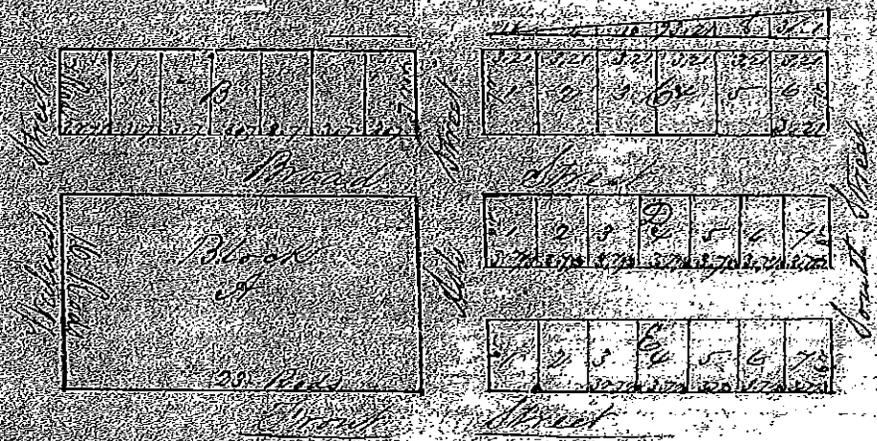
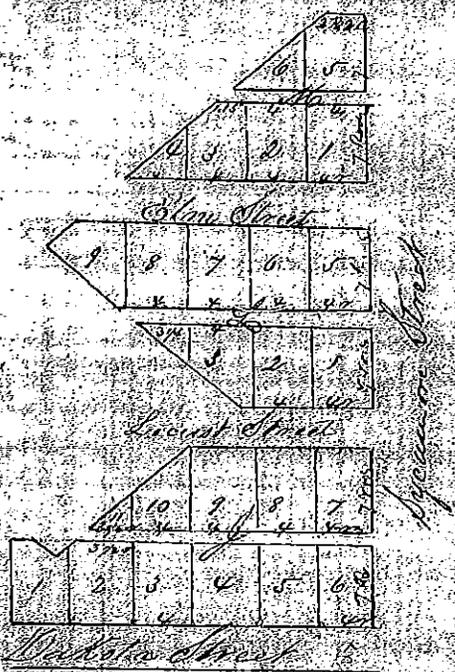
Commencing at the intersection of the Northwest line of Sycamore Street with the Northeastly line of Second Street, according to the recorded plat thereof; thence Northwestly along said Northeast line of Second Street 675.0 feet to the True Point of Beginning; thence continuing Northwestly along said Northeast line of Second Street 220 feet, more or less, to the Northwestly line of vacated Ash Street; thence Northeastly along said Northwestly line of vacated Ash Street to the intersection with a line drawn parallel with and distant 8.5 feet Southwestly of, as measured at right angles from said Railway Company's most Southwestly spur track centerline, as now located and constructed; thence Southeastly parallel with said most Southwestly spur track centerline to the intersection with a line drawn perpendicular to said Northeast line of Second Street from the True Point of Beginning; thence Southwestly along said perpendicular line to the True Point of Beginning.

This instrument was drafted by:

ANT, LLC  
5720 LBJ Freeway, Suite 190  
Dallas, Texas 75240  
Phone: (972) 419-1900



1st  
George Shasers Addition  
to the Village of Prescott



I hereby Certify that the above plat is A true representation  
of A conveyance by me June 25. 1856  
William Thomas, Surveyor

Block A is of the Streets and Blocks in George Shasers  
addition to the Village of Prescott

Blow Street Commences upon the South Side of what  
is called the North West Corner of Block A. Thence running  
South 50° East fifty four rods. Said Street is width Extended to

Sweet Street Commences upon the South Side of what  
is called the North West Corner of Block D. Thence running South 50°  
East 50 Rods 12 Rods. Said Street is four Rods Wide

Main Street Commences upon the South Side of  
what is called the North West Corner of Block B. Thence running South 50° East 50 Rods 12 Rods. Said Street is  
four Rods Wide

Wideta Street Commences upon the South Side of South Street and  
at the West Corner of Block F. Thence running South 50° East 2 Rods  
12 Rods. Said Street is four Rods Wide



The survey of Blocks 10 & 11 of P.O. ...  
... the blocks are marked upon the  
... the above additions be  
... of Sections of Towns in General  
... the survey of the different blocks & streets of the above  
... William H. ...

We on this day agree and consent to the survey of the  
... described by William H. ...  
... the streets and alleys  
...  
George Thomas

... appeared before me a Notary  
... County George Thomas ...  
... the first part and deed for the first  
... of February 1857  
...  
Notary Public

RE  
1857  
The above was the second day of February in the year  
... Eight hundred and fifty seven  
... of the County of St. Louis and of  
... John P. ...  
... the first part for and  
... (500.00)  
... was granted  
... by these presents does  
... and confirm ...  
... the second part has been and assigned for  
... in the County of Pierce and State of  
... Number three and four  
... first addition to  
... by William H. ...  
... the Office of the Register of Deeds  
... the same together with  
... belongs to  
... the estate right to the interest  
... of the said part of the first part  
... the only proper use beneficial and  
... the second part his heirs and  
... the said Robert E. Jefferson for himself  
... the second part has been and assigned  
... and delivery of these  
... the premises above described  
... of the same are free and



LEASE NO.  
580,124

DATE OF APPLICATION:  
October 7, 1991

**APPLICATION FOR LEASE OF SITE PLEASE USE TYPEWRITER OR PRINT LEGIBLY • TO BE FILLED OUT BY APPLICANT**

1. APPLICANT'S TELEPHONE NUMBERS (INCLUDING AREA CODE) HOME/OFFICE:  
HOME: 715/262-5714 OFFICE: 715/262-5626

2. IN OR NEAR WHAT COMMUNITY IS SITE LOCATED? COUNTY STATE  
Prescott Pierce Wisconsin

3. EXACT LEGAL NAME AND ADDRESS OF APPLICANT (ALSO INCLUDE BILLING ADDRESS, IF NOT THE SAME):  
Irvin F. Spreeman, Jr. and Pamela K. Spreeman, husband and wife, 246 Broad Street, Prescott, WI 54021

4. IF APPLICANT IS A CORPORATION, IN WHAT STATE LEGALLY INCORPORATED? IF AN INDIVIDUAL, UNDER WHAT FIRM NAME IS BUSINESS CONDUCTED?  
Prescott Oil Company

IF PARTNERSHIP, GIVE NAMES OF ALL PARTNERS:

5. PRECISELY WHAT PROPERTY IS REQUIRED? (ATTACH A SKETCH TO SHOW SITE, INCLUDING DIMENSIONS):  
See attached Exhibit "A" print dated October 15, 1991

6. SPECIFY WHAT USE WILL BE MADE OF SITE:  
Location of warehouse and tanks for handling oil and oil products

7. LIST ALL BUILDINGS OR STRUCTURES PRESENTLY ON SITE:  
1 - 8' X 12' concrete block pumphouse and platform, with pumping equipment; 1 - 12,000 gallon vertical tank; 2 - 15,000 gallon vertical tanks; 2 - 10,000 gallon vertical tanks; 2 - 8,000 gallon vertical tanks

8. LIST AND DESCRIBE ANY BUILDINGS OR STRUCTURES TO BE ERRECTED ON SITE AND ESTIMATED COST:  
None

9. APPLICANT REQUESTS OCCUPANCY ON: (MONTH, DAY, YEAR)  
November 1, 1991

10. DOES APPLICANT HAVE OTHER PROPERTY AT THIS LOCATION UNDER LEASE? (IF YES, SPECIFY LEASE NO.)  
 YES  NO

11. REISSUE- (IF APPLICABLE): THIS APPLICATION IS A REQUEST FOR ADDITIONAL ADJACENT PROPERTY, OR ELIMINATION OF PROPERTY COVERED BY AN EXISTING LEASE OF APPLICANT.  
LEASE(S) NO.: DATED:

12. TRANSFER- (IF APPLICABLE): THIS APPLICATION COVERS PROPERTY UNDER A CURRENT LEASE(S) HELD BY ANOTHER COMPANY OR INDIVIDUAL WILLING TO TRANSFER THE PROPERTY TO APPLICANT; (APPLICANT MUST ATTACH A LETTER FROM THE PRESENT LESSEE AUTHORIZING CANCELLATION OF THE PRESENT LEASE(S)).  
EXISTING LEASE(S) NO.: CBQ 739.16 [153714] DATED: 7-1-69 ISSUED TO: Earl C. Goerss

13. ARE THERE ANY SPECIAL PROBLEMS TO BE CONSIDERED?  
None

APPLICANT SHOULD NOW CAREFULLY READ THE FOLLOWING LEASE AGREEMENT. IF BURLINGTON IS WILLING TO LEASE THE SITE TO APPLICANT, IT WILL FILL IN THE RENTAL RATE AND EFFECTIVE DATE AND RETURN THE AGREEMENT FOR APPLICANT'S SIGNATURE. IF THE PROPERTY IS DESIRED FOR USE AS A PUBLIC ELEVATOR, BULK OIL STATION, STORAGE OR USE OF HAZARDOUS MATERIAL, RETAIL COMMERCIAL USE, OR USE OF A RAILROAD BUILDING, AND BURLINGTON IS AGREEABLE TO LEASING THE PROPERTY FOR SUCH USES, A SPECIAL ADDENDUM WILL BE ATTACHED OR DIFFERENT FORM OF AGREEMENT FURNISHED.

LEASE AGREEMENT TO BE COMPLETED BY RAILROAD AND SIGNED BY APPLICANT

BURLINGTON NORTHERN RAILROAD COMPANY, ("Burlington"), hereby leases to the above-named Applicant, ("Lessee"), the property applied for ("Premises"), on the following terms and conditions:

1. This Lease shall commence on November 1, 1991, and, as rental, Lessee shall pay the sum of \$600.00 [Six Hundred and 00/100 Dollars] annually in advance.

Burlington reserves the right to change rental rates as conditions warrant. Billing or acceptance by Burlington of any rental shall not imply a definite term or otherwise restrict either party from canceling this Lease as provided in paragraphs 3 and 14. Either party hereto may assign any receivables due them under this Agreement, provided, however, such assignments shall not relieve the assignor of any of its rights or obligations under this agreement.

2. Lessee understands and agrees that Burlington shall apply all of these terms and conditions to any property adjacent to the Premises which Lessee may occupy just as though the property had been specifically described herein.

3. BURLINGTON DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND LESSEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE. This Lease is made subject to all outstanding rights or interests of others. If the Premises are subsequently found to be subject to prior claim, this Lease shall terminate immediately on notice to that effect from Burlington. Lessee accepts this Lease subject to that possibility.

4. Burlington reserves to itself, and others, right of access to its adjoining property and the right to construct, maintain, and operate trackage, fences, pipelines, signal and communication facilities, telegraph, telephone, power, or other transmission lines upon, over, across, or beneath the Premises, without payment of any sum for any damage, including damage to growing crops, occasioned thereby. The foregoing rights, (except the right of access, which is unconditional), shall not be exercised in a manner that unreasonably interferes with Lessee's use of the Premises.

5. It is understood that Lessee has inspected the Premises and takes them "AS IS". Burlington is not obligated by this lease to make any changes, removals, or repairs of any kind nor to construct any fences. Lessee shall use the Premises only in the manner described in the Application, and shall not construct or place on the Premises any advertising billboards, structures, additions, or improvements not described in the foregoing Application, or plant or remove trees and shrubbery, except with express written permission of Burlington, and at Lessee's sole risk.

6. (a) Lessee shall pay all taxes, utilities, and other charges which may become due or be levied against the Premises, against Lessee, against the business conducted on the Premises or against improvements placed thereon during the actual term hereof, even though such taxes, license fees or other charges may not become due and payable until after cancellation of this Lease. If this is a transfer as provided in Item 12 of the above Application, Lessee must make arrangements with the present Lessee for payment of any delinquent and current taxes. If such arrangements are not made, Lessee agrees to pay all such taxes. If Burlington should make any such payments, Lessee shall reimburse Burlington for all such sums.

(b) Should the Premises be subject to special assessment for public improvements in the amount of Five Hundred Dollars (\$500.00) or less, Lessee shall promptly reimburse Burlington the amount in full. Should the assessment exceed Five Hundred Dollars (\$500.00), the rental herein shall be increased by twelve (12) percent per annum of the total.

(c) In case of nonpayment of rental, taxes, or other charges, the same shall, until paid, constitute a lien on any buildings or other property owned by Lessee on the Premises, foreclosable according to law. Lessee shall not remove said buildings or property until said rental, taxes, or other charges are paid, unless directed to do so by Burlington.

7. Lessee shall not place, or permit to be placed, any material, structure, pole or other obstruction within 8½ feet laterally of the center line or within 24 feet vertically from the top of the rail of any track. If, by statute or order of public authority, greater clearances shall be required, Lessee shall strictly comply with such statute or order.

If, on application by Lessee, either or both the lateral and vertical clearances are permitted to be reduced by order of competent public authority, Lessee shall strictly comply with the terms of any such order, and indemnify and hold harmless Burlington from and against any and all claims, demands, expenses, costs and judgments arising or growing out of loss of or damage to property or injury to or death of persons occurring directly or indirectly by reason of such reduced clearance.

Burlington's continued operations with knowledge of an unauthorized reduced clearance shall not constitute a waiver of the foregoing covenants of Lessee or of Burlington's right to recover for resulting damages to property or injury to or death of persons.

8. Lessee shall not permit the existence of any nuisance on the Premises; shall keep the same in clean and safe condition and free of any explosive, flammable or combustible material which would increase the risk of fire, except such material necessary to Lessee's business; shall not handle or store any potentially dangerous or toxic materials; and shall not permit the accumulation of junk, debris or other unsightly materials. Lessee shall at its sole expense keep the Premises and any improvements in good repair. Further, Lessee shall comply with all Federal, State, Local, and police requirements, regulations, ordinances and laws respecting the Premises and activities thereon.

9. Lessee shall not create or permit any condition on the Premises that could present a threat to human health or to the environment. Lessee shall indemnify and hold harmless Burlington from any suit or claim growing out of any damages alleged to have been caused, in whole or in part, by an unhealthful, hazardous, or dangerous condition caused by, contributed to, or aggravated by Lessee's presence on and use of the Premises or Lessee's violation of any laws, ordinances, regulations, or requirements pertaining to solid or other wastes, chemicals, oil and gas, toxic, corrosive, or hazardous materials, air, water (surface or groundwater) or noise pollution, and the storage, handling, use, or disposal of any such material. Lessee shall bear the expense of all practices or work, preventative or remedial, which may be required because of the condition or use of the Premises, by Lessee or those claiming by, through or under Lessee, during Lessee's period of occupancy. Lessee expressly agrees that the indemnification and hold harmless obligations it hereby assumes shall survive cancellation of this Lease. Lessee agrees that statutory limitation periods on actions to enforce these obligations shall not be deemed to commence until Burlington discovers any such health or environmental impairment, and Lessee hereby knowingly and voluntarily waives the benefits of any shorter limitation period.

10. It is understood by Lessee that the Premises are in dangerous proximity to railroad tracks and that persons and property on Premises will be in danger of injury, death or destruction incident to the operation of the railroad, including, without limitation, the risk of derailment, fire, or inadequate clearance (including sight clearance or vision obstruction problems at grade crossings on or adjacent to the Premises), and Lessee accepts this Lease subject to such dangers.

Lessee understands, as one of the material considerations of this Lease without which it would not be granted, that Lessee assumes all risk of injury to or death of all persons, and damage to or loss or destruction of buildings, contents, or other property (including animals) brought upon or in proximity to the Premises by Lessee, or by any other person with the consent or knowledge of Lessee, WITHOUT REGARD TO WHETHER SUCH BE THE RESULT OF NEGLIGENCE OR MISCONDUCT OF ANY PERSON IN THE EMPLOY OR SERVICE OF BURLINGTON OR OF DEFECTIVE TRACKAGE, EQUIPMENT, OR TRACK STRUCTURES. Lessee hereby indemnifies and agrees to protect Burlington from all such injury or death and loss, damage or destruction to property, including claims and causes of action asserted against Burlington by any insurer of said property. NOTWITHSTANDING THE FOREGOING, HOWEVER, LESSEE SHALL NOT BE

LIABLE FOR INJURY TO OR DEATH OF BURLINGTON'S EMPLOYEES OR AGENTS, OR ROLLING STOCK BELONGING TO BURLINGTON OR OTHERS, OR SHIPMENTS OF THIRD PARTIES IN THE COURSE OF TRANSPORTATION, WHEN SAID INJURY, DEATH OR DAMAGE IS CAUSED BY BURLINGTON'S OWN, SOLE NEGLIGENCE. For example, if a train derails because of Burlington's sole negligence, Burlington will bear the cost of damage to its own people and property and property on the train, but Lessee will be responsible, and will have no recourse against Burlington, for its own damage, and will have to reimburse Burlington for any expense or judgment Burlington incurs from claims of persons on the Premises or having property on the Premises with Lessee's knowledge or consent.

Lessee also agrees to indemnify and hold harmless Burlington from any loss, damage, injury or death arising from any act or omission of Lessee, Lessee's invitees, licensees, employees, or agents, to the person or property of the parties hereto and their employees, and to the person or property of any other person or corporation while on or near the Premises.

11. It is agreed that the provisions of Sections 7 and 10 are for the equal protection of other railroad companies, including National Railroad Passenger Corporation (Amtrak), permitted to use Burlington's property.

12. Lessee shall not assign this Lease or any interest therein, or grant a security interest in any buildings or improvements on the Premises, or sublet, and no heir, executor, administrator, receiver, master, sheriff, trustee in bankruptcy, or other assignee by operation of law shall assign or sublet, without the express prior written consent of Burlington.

13. If, because of any act or omission of Lessee, any mechanic's lien or other lien, charge or order for the payment of money shall be filed against Burlington or any portion of the Premises, Lessee shall, at its own expense, cause the same to be discharged of record within thirty (30) days after written notice from Burlington to Lessee of the filing thereof, and shall indemnify and save harmless Burlington against and from all costs, liabilities, penalties, and claims, including legal expenses, resulting therefrom.

14. Either party may cancel this Lease at will on thirty (30) days advance written notice, in which event Lessee shall remove all property or improvements not owned by Burlington (regardless of who made them), including, without limitation, all foundations, slabs, and fences, and Lessee shall clear the Premises, including filling in and leveling any excavations and restoring the ground to a condition satisfactory to Burlington, within said 30 days. If Lessee fails to remove said property or improvements within the above time limit, Lessee hereby grants Burlington the absolute right to keep, convey, destroy, or otherwise dispose of them in any manner Burlington chooses, and, in addition, Lessee agrees to pay any net costs incurred by Burlington in doing so, within 10 days of receipt of Burlington's statement therefor.

15. If all or any part of the Premises is subjected to taking under eminent domain laws, this Lease shall terminate from the time possession is taken by the condemning entity, with prepaid rentals prorated. Lessee agrees that it is not entitled to, and hereby disclaims, any award made for such taking, excepting only an award issued solely and expressly to compensate for the taking of personal property or buildings owned or constructed by Lessee.

16. Nothing in this Lease shall prevent Burlington from discontinuing service over any railroad line or lines by which rail service may be provided to the Premises.

17. All notices to be given by Lessee to Burlington shall be given by letter, deposited with the United States Postal Service, postage prepaid, addressed to Logistics & Property Services, Burlington Northern Railroad Company, 750 East Diehl Road, Naperville, Illinois 60563-1405

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All notices to be given by Burlington shall be similarly given, addressed to Lessee at the address

given in the Application above. It is the Lessee's duty to notify Burlington promptly in writing of any change in its address; if it fails to do so, any notice from Burlington sent to its last known address shall be effective, whether or not received.

18. If this Lease is a reissue as provided in Item 11 of the above Application, it shall supersede and cancel the previous Lease or Leases described therein, without prejudice to any liability accrued prior to cancellation.

19. Lessee, in the handling and storage of all petroleum products, agrees to comply strictly with the standards of the National Board of Fire Underwriters as recommended by the National Fire Protection Association, as well as any applicable federal, state, or municipal regulations and laws, and Lessee shall also comply strictly with the provisions of Railroad Form 15532, hereto attached and by this reference made a part of the Lease.

20. Acceptance and Surrender of Premises

Lessee accepts the premises as being in good and sanitary order, condition and repair and accepts the premises, the buildings and other improvements in their present condition. Lessee agrees on the last day of the term of this Lease, to surrender the premises to Burlington in good and sanitary order, condition and repair, and free from any contamination by any hazardous substance or pollutant. Lessee shall be responsible to respond to, remediate or remove ("cleanup") such contamination that may occur on the premises during the term of this Lease.

The surrender of the premises in a good and sanitary order, condition and repair and the cleanup of any contamination of the premises shall be a condition precedent to any termination or expiration of the Lease. Until such surrender can be made, the Lease shall continue and Lessee shall continue to be responsible for rental for that period of time in which any cleanup or repair of the premises is being performed. If Lessee fails to perform such cleanup or repair, Burlington may, but shall not be obligated to, perform such repairs or cleanup of the premises at Lessee's sole expense. Lessee shall reimburse Burlington for any costs or expenses incurred by Burlington in the cleanup or repair of the premises, and such costs and expenses shall be considered additional rent under this lease.

21. Inspection and/or Audit Responsibility

At any time during the term of this Lease, Burlington may conduct inspections of the premises to determine whether or not environmental damage may be occurring on the premises. In the event such an inspection reveals reasonable concern for such damage, Lessee shall obtain a full environmental assessment ("audit") of the premises, utilizing third party experts and environmental consultants approved by Burlington. In the event Lessee fails to obtain the said audit, Burlington may, at the expense of Lessee, hire such experts and consultants to perform the audit. The audit shall include such sampling and analysis of the land, waters and structures as is necessary, in the opinion of the expert or consultant performing the audit, to determine the environmental condition of the premises. Lessee shall permit such additional audit activities as Lessor may require to satisfy itself as to the environmental condition of the premises. The costs of all audit activities described in this paragraph shall be at the solte cost and expense of Lessee.

If Burlington conducts the audit, the audit activities shall be conducted during normal business hours. Burlington shall notify Lessee at least five (5) days in advance of each proposed audit, and permit Lessee's authorized representative(s), or expert(s) to be present during all audit activities.

Both parties, directly or through consultants, may inspect all samples, raw data, test results, and reports concerning the audit.

In the event that any audit discloses conditions which must be reported to any government authority under all applicable laws, such report shall be made by Burlington, and a

copy of such report and all relevant documents shall be provided to Lessee. Lessee has the right to make such report after giving Burlington notice of its intent to do so.

**22. Response and Remedial Actions**

If the audit reveals any contamination of the site, Lessee shall initiate all activities necessary to respond to, remedy or remove ("cleanup") the contamination on or in the premises within 20 days after completion of the audit. Lessee shall be solely responsible for the conduct of such cleanup, which shall be accomplished as quickly as reasonably possible. The cleanup shall be performed in accordance with applicable laws. Lessee shall directly contract for and perform all cleanup actions and shall dispose of any hazardous substances removed from the premises in Lessee's name and in accordance with applicable laws.

If Lessee fails to commence cleanup within the above time period, Burlington may, but shall not be obligated to, enter upon the premises and perform the cleanup. Lessee shall reimburse Burlington for all costs and expenses of any cleanup performed by Burlington. These costs and expenses shall be considered additional rental under this Lease. This Lease shall not terminate or expire until such cleanup is completed and the premises are surrendered as described in Section 20.

**23. State Requirements**

Lessee agrees to maintain a contaminate system (dikes) as required by Wisconsin State law together with obtaining any and all required permits to operate a bulk oil distribution plant. It shall be Lessee's sole obligation to ensure that the plant and Lessee's operation at the premises comply at all times with applicable federal, state and local laws, regulations and ordinances; and Lessee shall indemnify Burlington against any fines, penalties, costs, damages or liabilities arising or resulting from or connected with Lessee's failure to so comply.

This Lease shall inure to the benefit of and be binding upon the parties hereto and their heirs, executors, administrators, successors and assigns.

Irvin F. and Pamela K. Spreeman, Jr.

D/B/A PRESCOTT OIL COMPANY

(INDIVIDUAL OR COMPANY NAME)

BY *Irvin F. Spreeman, Jr.*

TITLE *Owner*

BURLINGTON NORTHERN RAILROAD  
COMPANY

BY \_\_\_\_\_

TITLE *Manager-Logistics & Property Services*

By signing this agreement, I acknowledge that I have read and understand it, and will abide by all of its terms.

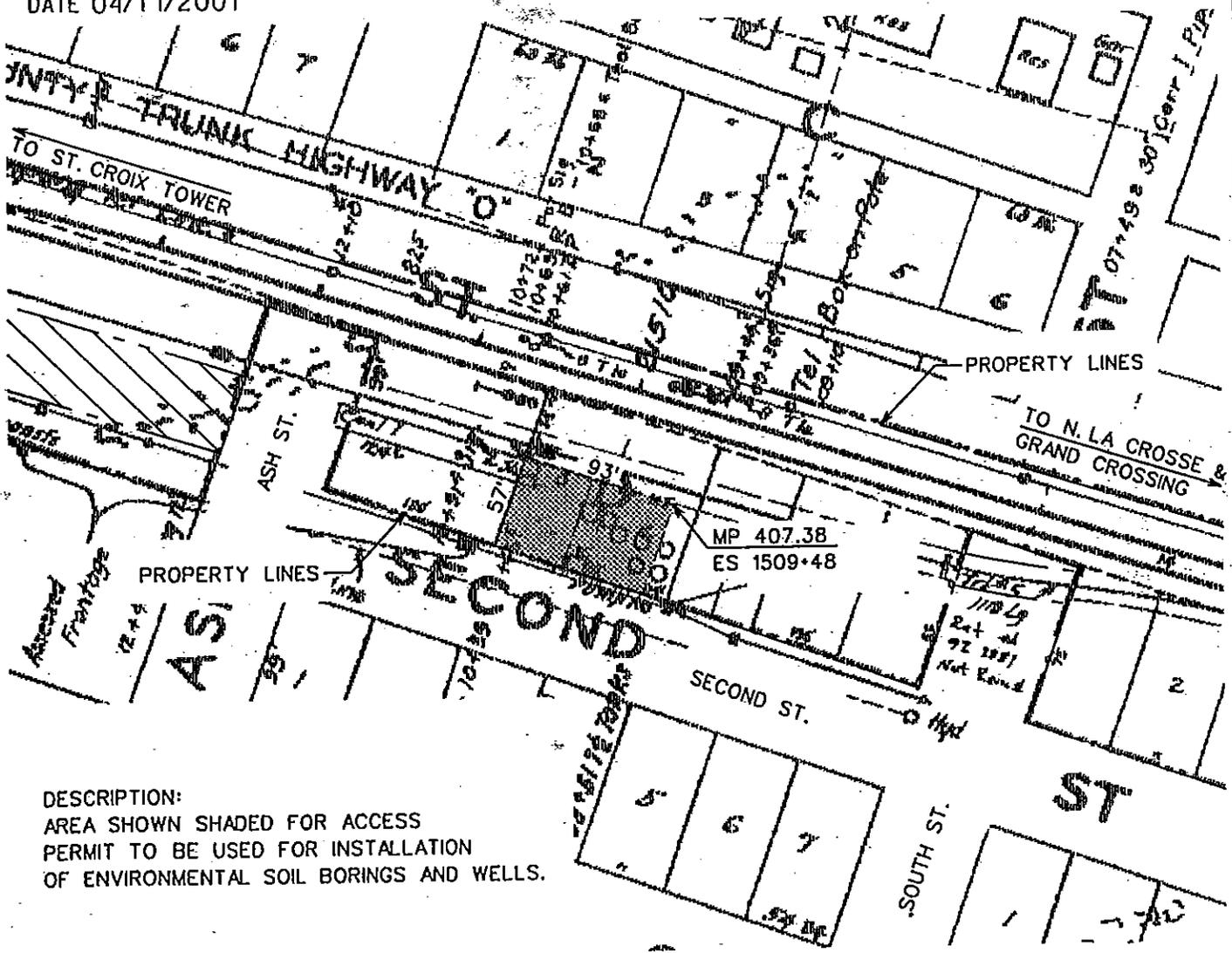
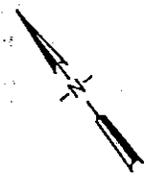


# EXHIBIT "A"

ATTACHED TO CONTRACT BETWEEN  
THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY  
AND  
PRESCOTT OIL COMPANY BULK PLANT

FORT WORTH, TEXAS  
SCALE: 1 IN. = 100 FT.  
MINNESOTA DIV.  
ST. CROIX SUBDIV. L.S. 0003  
DATE 04/11/2001

SECTION: 15  
TOWNSHIP: 26N  
RANGE: 20W  
V- WI-03  
MAP S-23  
PARCEL -



DESCRIPTION:  
AREA SHOWN SHADED FOR ACCESS  
PERMIT TO BE USED FOR INSTALLATION  
OF ENVIRONMENTAL SOIL BORINGS AND WELLS.

AT PRESCOTT  
COUNTY OF PIERCE

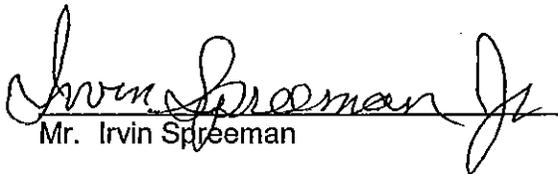
STATE OF WI

JPG

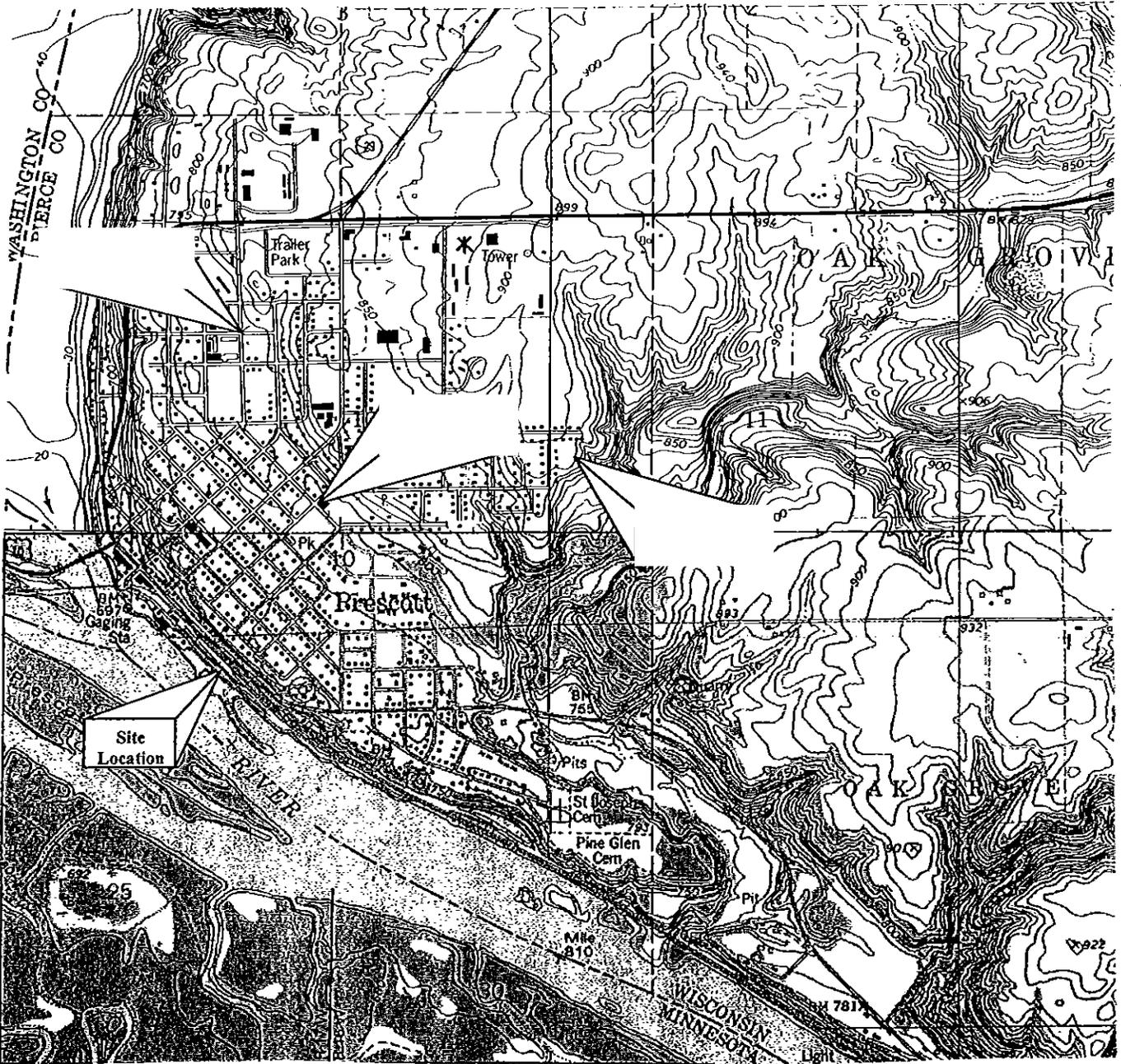
DRAWING NO. 1-24451

MAP REF. S50262

I Irvin Spreeman Jr., Responsible Party (RP) for the soil contamination at the Former Prescott Oil Company Bulk Plant Site, located at 121 Front Street, Prescott, Pierce County, Wisconsin, do hereby certify that to the best of my knowledge the attached legal description includes all of the properties within the contaminated site boundaries.

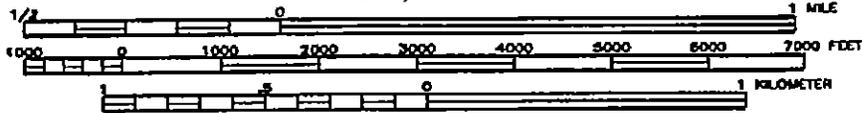
  
Mr. Irvin Spreeman

1-11-08  
Date



USGS 1993

SCALE  
1:24,000



**ENVIROGEN**

COST EFFECTIVE LEADERSHIP FOR A CLEANER ENVIRONMENT

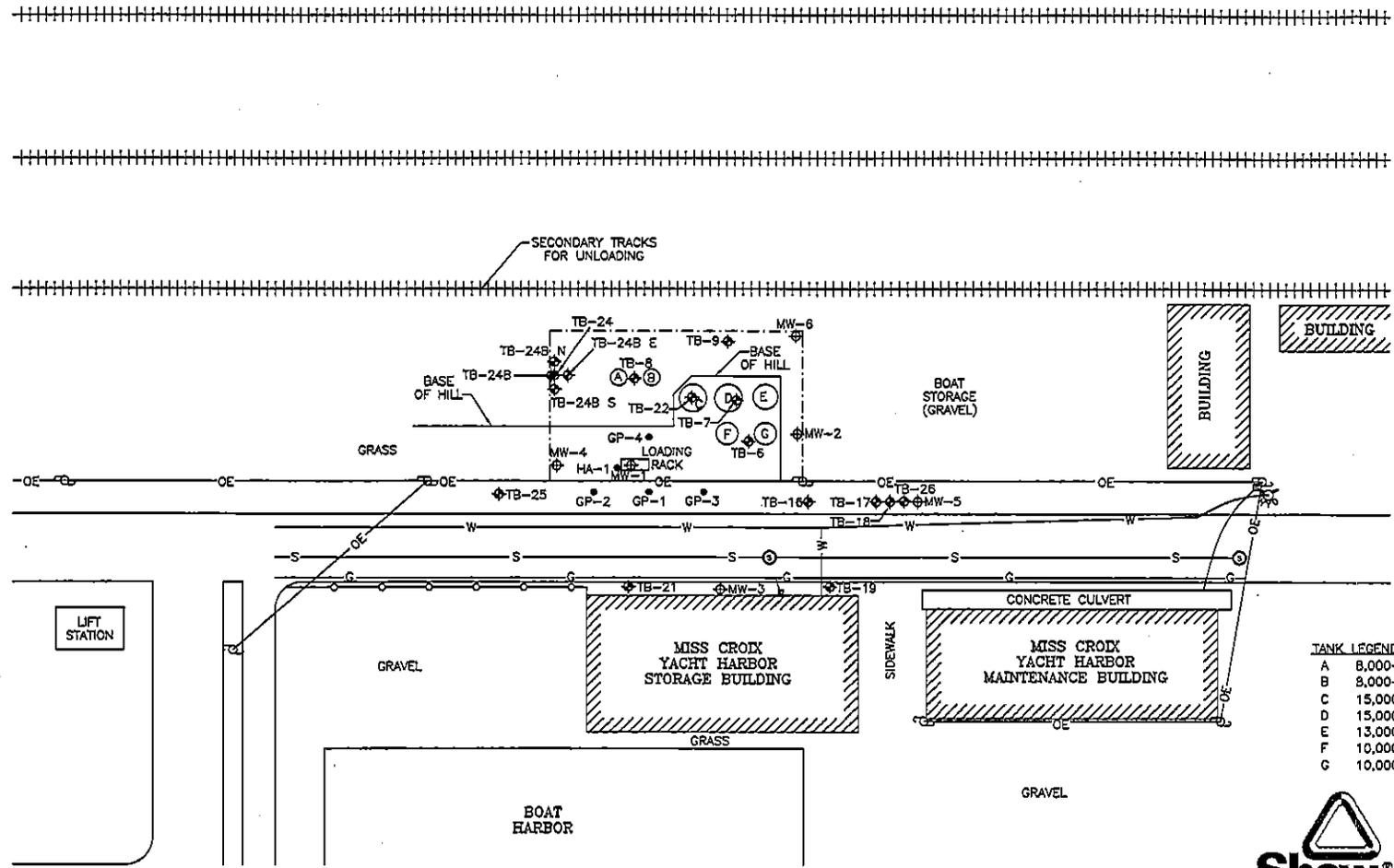


PRESCOTT OIL BULK PLANT SITE  
PRESCOTT, WISCONSIN

SITE LOCATION MAP

FIGURE NO.

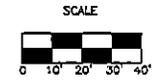
1



- LEGEND**
- - - - - APPROXIMATE PROPERTY BOUNDARY
  - CHAIN LINK FENCE
  - +++++ RAILROAD TRACKS
  - GEOPROBE BORING
  - ⊕ MONITORING WELL
  - ⊕ TEST BORING
  - ⊕ UTILITY POLE
  - ⊕ FIRE HYDRANT
  - ⊕ SEWER MANHOLE
  - ⊕ TELEPHONE BOX
  - ⊕ GAS METER
  - OE— OVERHEAD ELECTRIC
  - S— SEWER LINE
  - W— WATER LINE
  - G— GAS LINE
  - ⊕ PROPOSED BORING

- TANK LEGEND**
- A 8,000-GALLON UNLEADED GASOLINE AST
  - B 8,000-GALLON #1 FUEL OIL AST
  - C 15,000-GALLON UNLEADED GASOLINE AST
  - D 15,000-GALLON #2 FUEL OIL AST
  - E 13,000-GALLON UNLEADED GASOLINE AST
  - F 10,000-GALLON #2 FUEL OIL AST
  - G 10,000-GALLON #2 FUEL OIL AST

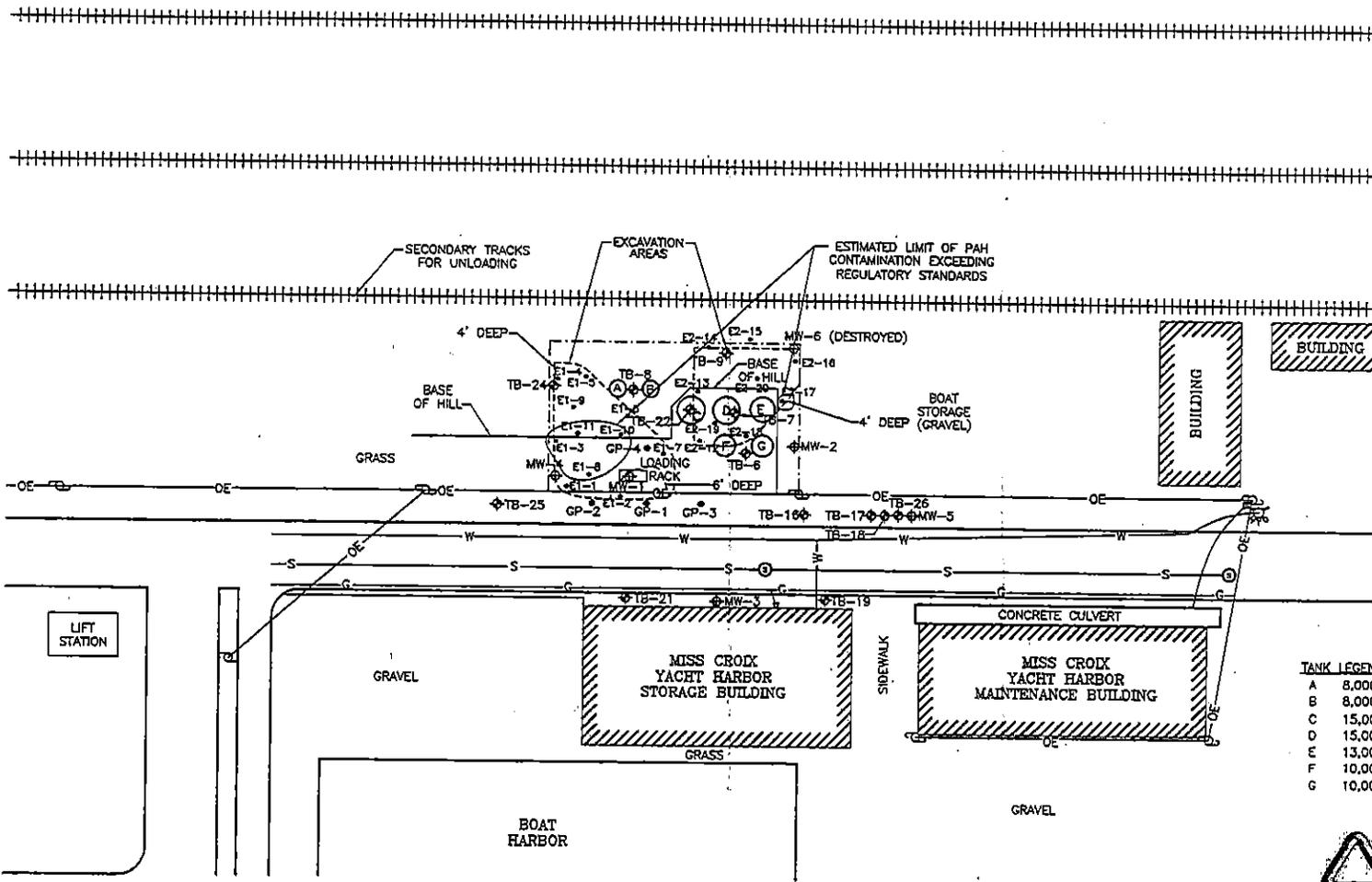
**Shaw** Shaw Environmental, Inc.  
 1265 Rudy Street  
 Onalaska, Wisconsin 54650



SITE PLAN  
 VIEW  
 PRESCOTT OIL BULK PLANT SITE  
 PRESCOTT, WISCONSIN

DATE	PACKETS
DATE	PACKETS
REVISIONS:	
APPROVED BY:	
CHECKED BY:	
05/16/03	FCE
DRAWN BY:	
000319-01	
DRAWING NO.	

FIGURE NO.  
 1



**LEGEND**

- APPROXIMATE PROPERTY BOUNDARY
- CHAIN LINK FENCE
- RAILROAD TRACKS
- ⊕ GEOPROBE BORING
- ⊕ MONITORING WELL
- ⊕ TEST BORING
- E1-10 EXCAVATION SAMPLE
- ⊕ UTILITY POLE
- ⊕ FIRE HYDRANT
- ⊕ SEWER MANHOLE
- ⊕ TELEPHONE BOX
- ⊕ GAS METER
- OE- OVERHEAD ELECTRIC
- S- SEWER LINE
- W- WATER LINE
- C- GAS LINE

**TANK LEGEND**

- A 8,000-GALLON UNLEADED GASOLINE AST
- B 8,000-GALLON #1 FUEL OIL AST
- C 15,000-GALLON UNLEADED GASOLINE AST
- D 15,000-GALLON #2 FUEL OIL AST
- E 13,000-GALLON UNLEADED GASOLINE AST
- F 10,000-GALLON #2 FUEL OIL AST
- G 10,000-GALLON #2 FUEL OIL AST



LIMITS OF REMEDIAL SOIL EXCAVATION AND PAH DISTRIBUTION  
 PRESCOTT OIL BULK PLANT SITE  
 PRESCOTT, WISCONSIN

DATE	
ENGINEER	
DATE	
ENGINEER	
REVISIONS	
APPROVED BY:	
CHECKED BY:	06/22/07
JKD	
DRAWN BY:	
123923-2	
DRAWING NO.	

FIGURE NO.  
 2A

DATE: \_\_\_\_\_ ENGINEER: \_\_\_\_\_ DATE: \_\_\_\_\_ REVISIONS: \_\_\_\_\_ APPROVED BY: \_\_\_\_\_ CHECKED BY: \_\_\_\_\_ DATE: 06/22/07 JRD DRAWN BY: \_\_\_\_\_ DATE: 12/28/23-2 DRAWING NO. \_\_\_\_\_

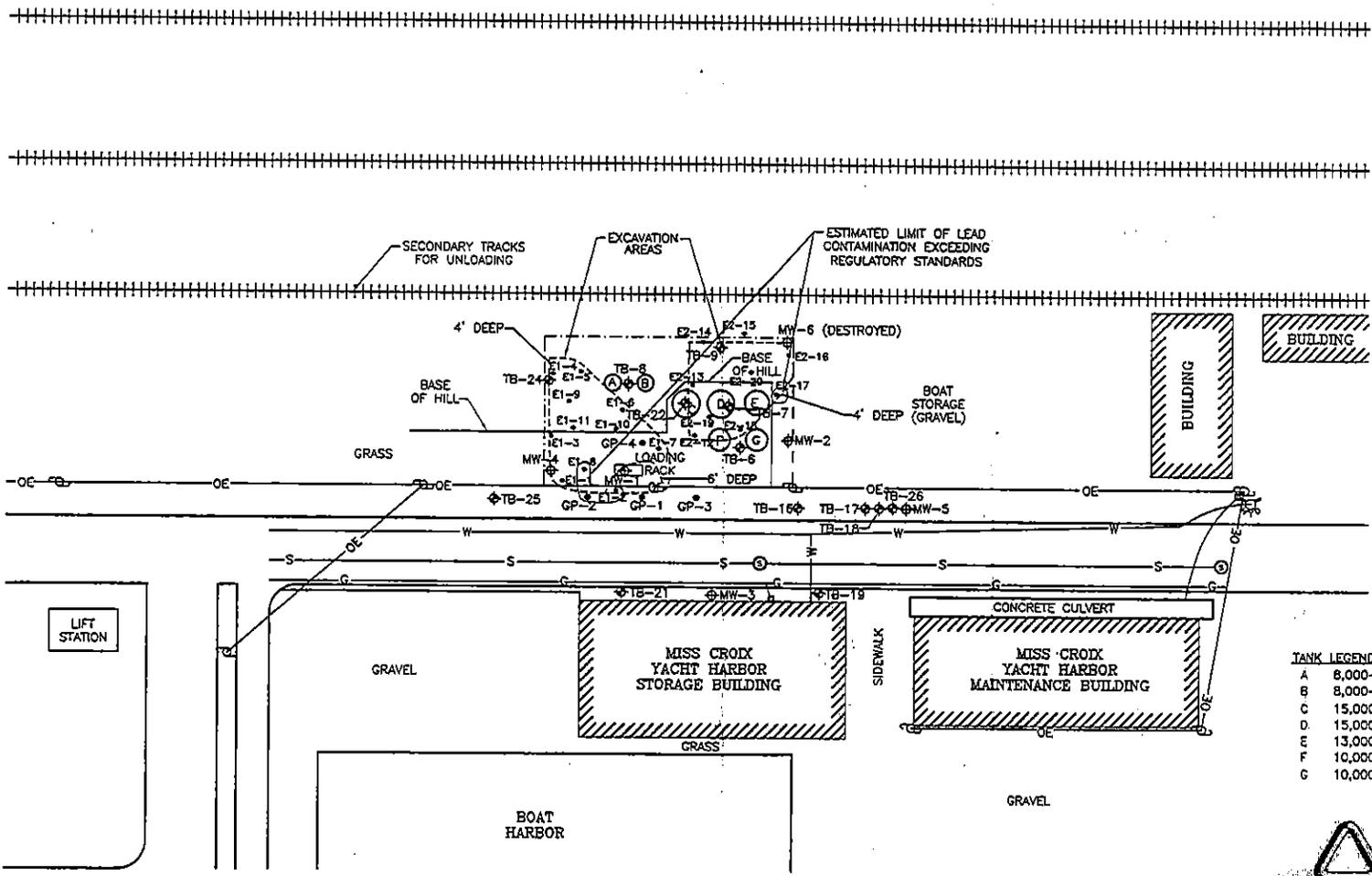


**LEGEND**

- APPROXIMATE PROPERTY BOUNDARY
- CHAIN LINK FENCE
- RAILROAD TRACKS
- ⊕ GEOPROBE BORING
- ⊕ MONITORING WELL
- ⊕ TEST BORING
- ⊕ EXCAVATION SAMPLE
- ⊕ UTILITY POLE
- ⊕ FIRE HYDRANT
- ⊕ SEWER MANHOLE
- ⊕ TELEPHONE BOX
- ⊕ GAS METER
- OE OVERHEAD ELECTRIC
- S SEWER LINE
- W WATER LINE
- G GAS LINE

**TANK LEGEND**

- A 8,000-GALLON UNLEADED GASOLINE AST
- B 8,000-GALLON #1 FUEL OIL AST
- C 15,000-GALLON UNLEADED GASOLINE AST
- D 15,000-GALLON #2 FUEL OIL AST
- E 13,000-GALLON UNLEADED GASOLINE AST
- F 10,000-GALLON #2 FUEL OIL AST
- G 10,000-GALLON #2 FUEL OIL AST



ESTIMATED LIMIT OF LEAD CONTAMINATION EXCEEDING REGULATORY STANDARDS

SECONDARY TRACKS FOR UNLOADING

EXCAVATION AREAS

4' DEEP

BASE OF HILL

GRASS

LOADING TRACK

BOAT STORAGE (GRAVEL)

6' DEEP

LIFT STATION

GRAVEL

MISS CROIX YACHT HARBOR STORAGE BUILDING

BOAT HARBOR

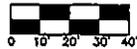
SIDEWALK

MISS CROIX YACHT HARBOR MAINTENANCE BUILDING

GRAVEL

CONCRETE CULVERT

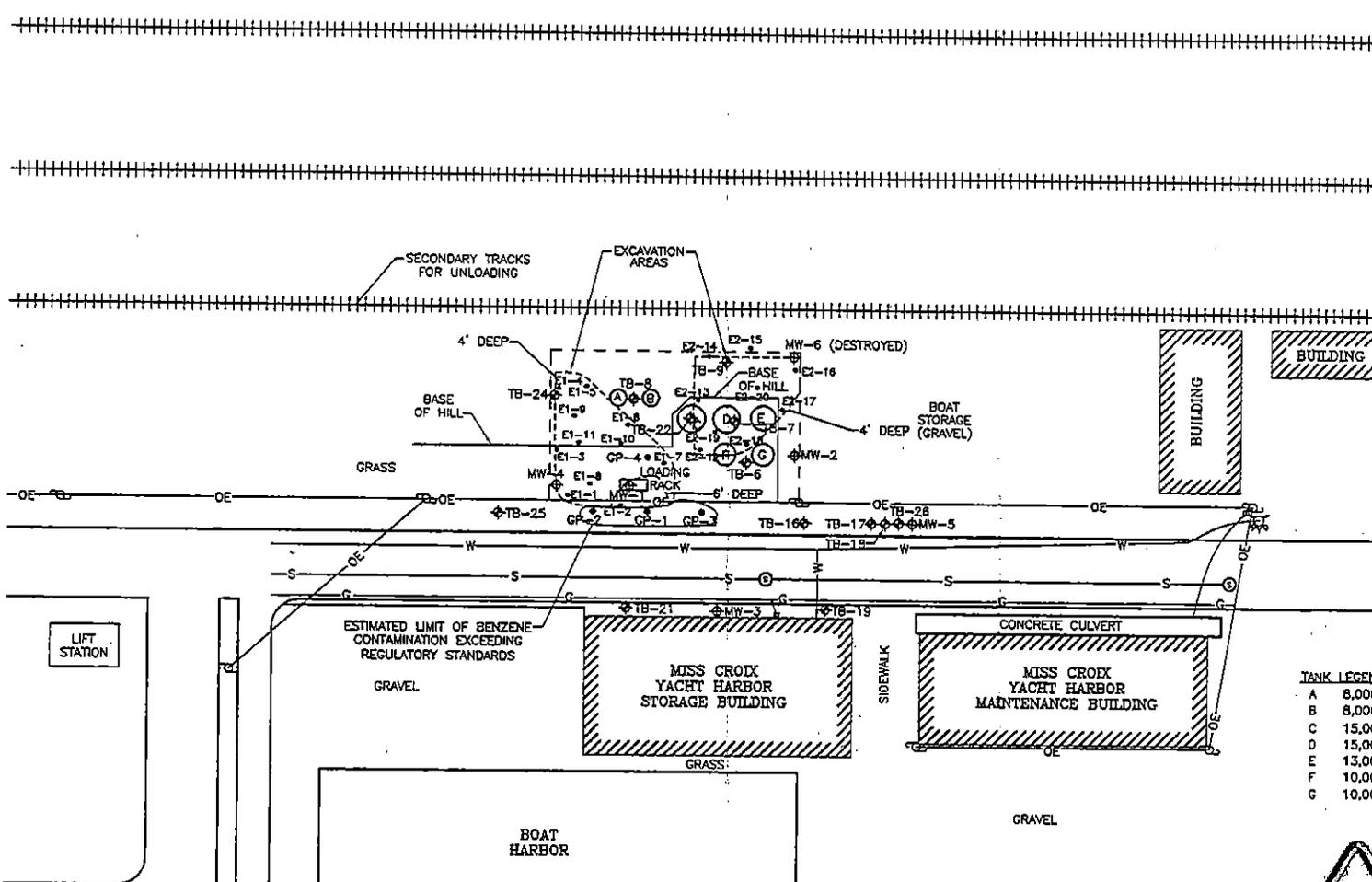
SCALE



Shaw Environmental, Inc.  
631 Center Court, Suite 400  
Owatonna, Wisconsin 54450

LIMITS OF REMEDIAL SOIL EXCAVATION AND LEAD DISTRIBUTION  
PRESCOTT OIL BULK PLANT SITE  
PRESCOTT, WISCONSIN

FIGURE NO.  
**2B**



- LEGEND**
- APPROXIMATE PROPERTY BOUNDARY
  - CHAIN LINK FENCE
  - RAILROAD TRACKS
  - ⊕ GEOPROBE BORING
  - ⊕ MONITORING WELL
  - ⊕ TEST BORING
  - ⊕ EXCAVATION SAMPLE
  - ⊕ UTILITY POLE
  - ⊕ FIRE HYDRANT
  - ⊕ SEWER MANHOLE
  - ⊕ TELEPHONE BOX
  - ⊕ GAS METER
  - OVERHEAD ELECTRIC
  - S- SEWER LINE
  - W- WATER LINE
  - G- GAS LINE

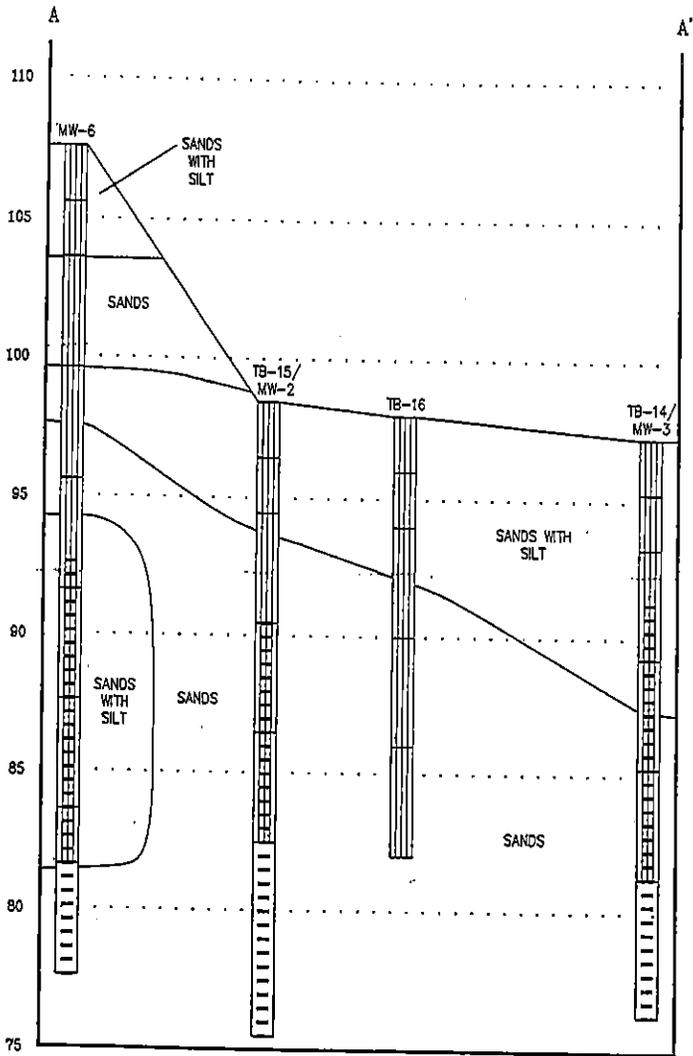
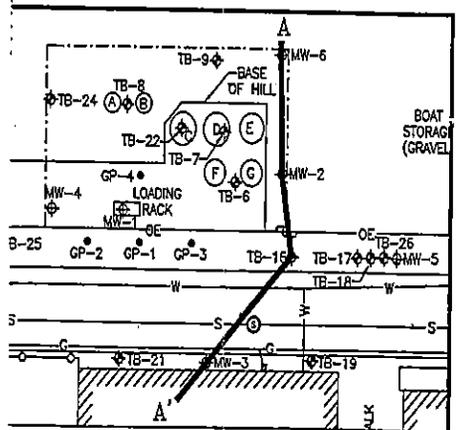
- TANK LEGEND**
- A 8,000-GALLON UNLEADED GASOLINE AST
  - B 8,000-GALLON #1 FUEL OIL AST
  - C 15,000-GALLON UNLEADED GASOLINE AST
  - D 15,000-GALLON #2 FUEL OIL AST
  - E 13,000-GALLON UNLEADED GASOLINE AST
  - F 10,000-GALLON #2 FUEL OIL AST
  - G 10,000-GALLON #2 FUEL OIL AST



LIMITS OF REMEDIAL SOIL EXCAVATION AND BENZENE DISTRIBUTION  
 PRESCOTT OIL BULK PLANT SITE  
 PRESCOTT, WISCONSIN

FIGURE NO.  
 2C

DATE	
ENGINEER	
DATE	
ENGINEER	
REVISIONS:	
APPROVED BY:	
CHECKED BY:	
06/22/07	
JRD	
DRAWN BY:	
123023-2	
DRAWING NO.	



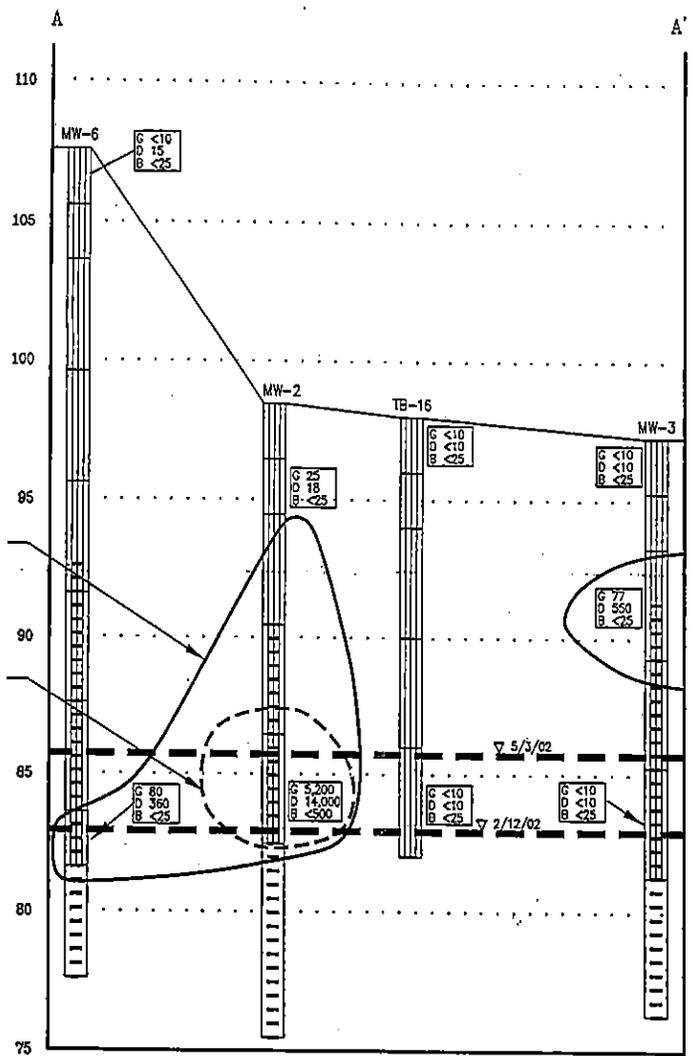
**LEGEND**

SCREEN INTERVAL  
 SAMPLE INTERVAL

**ENVIROGEN**  
 COST EFFECTIVE LEADERSHIP FOR A CLEANER ENVIRONMENT  
 2835 North Grandview Blvd.  
 Pewaukee, Wisconsin 53072-0090

GEOLOGIC CROSS-SECTION		FIGURE NO.
A-A'		3
PRESCOTT OIL BULK PRESCOTT, WISCONSIN		

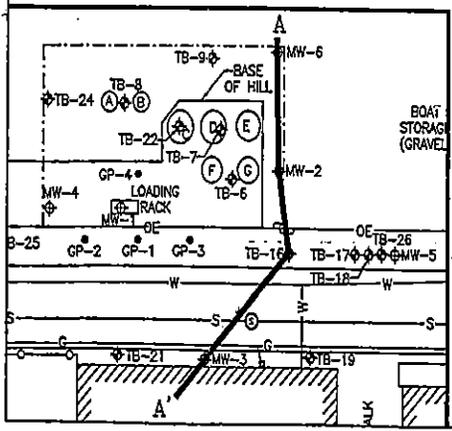
DATE	ENGINEER
DATE	ENGINEER
REVISIONS:	
APPROVED BY:	
CHECKED BY:	
03/04/03	PJT
DRAWN BY:	
000319-03	



ESTIMATED LIMIT OF CONTAMINATION EXCEEDING THE NR720 RCL FOR THE PROTECTION OF GROUNDWATER

ESTIMATED LIMIT OF CONTAMINATION EXCEEDING THE NR746.06 RESIDUAL PRODUCT INDICATOR VALUES

SCALE: HORIZONTAL 1" = 20'  
VERTICAL 1" = 5'



- LEGEND**
- SCREEN INTERVAL
  - SAMPLE INTERVAL
  - GROUNDWATER ELEVATION



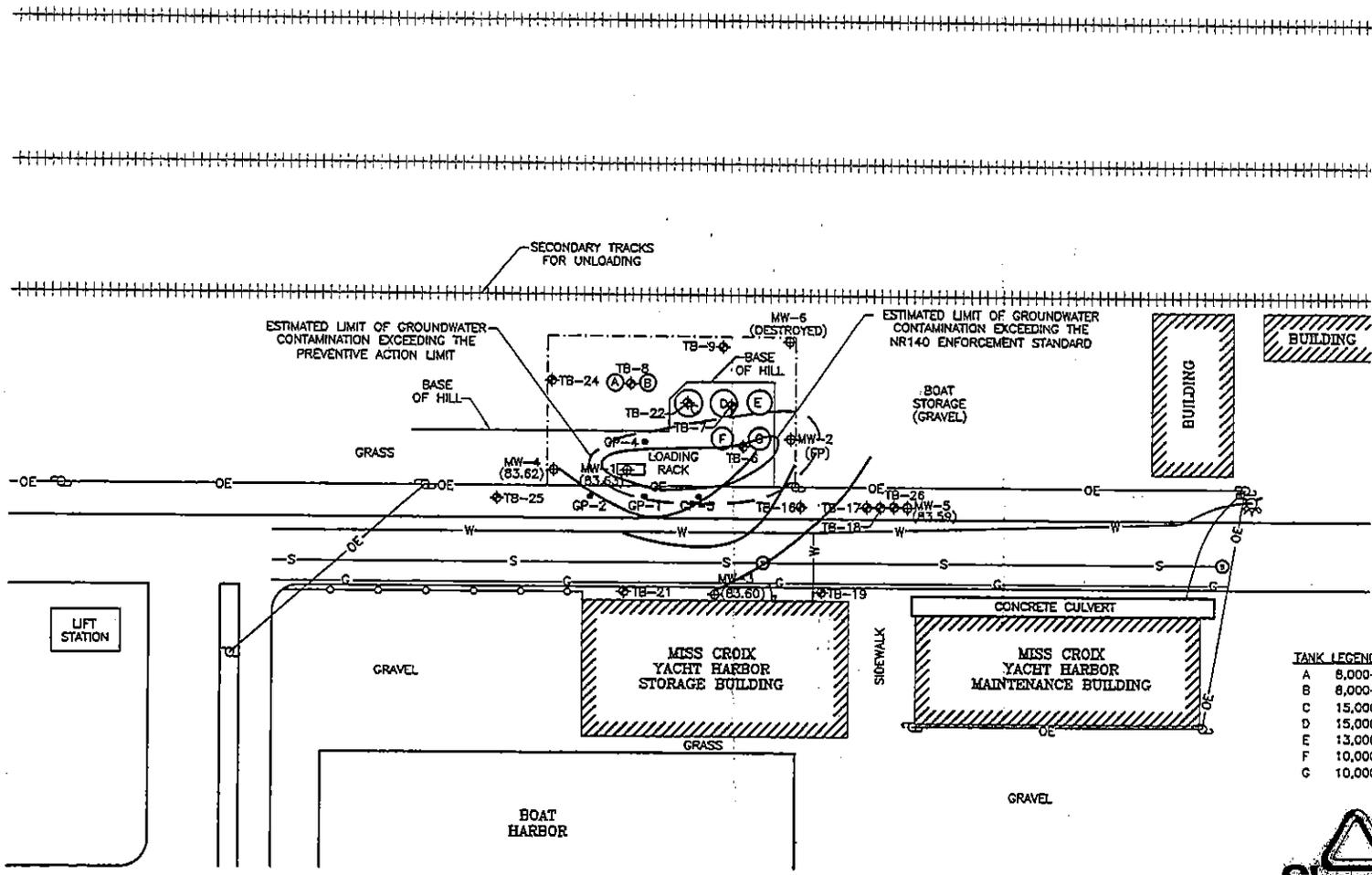
SOIL CONTAMINANT DISTRIBUTION  
CROSS-SECTION A-A'  
PRESCOTT OIL BULK  
PRESCOTT, WISCONSIN

FIGURE NO.  
**6**

ENGINEER	DATE
REVISIONS:	
APPROVED BY:	
CHECKED BY:	
FJT	03/04/03
DRAWN BY:	
DRAWING NO.	000319-06





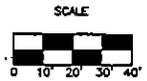


**LEGEND**

- APPROXIMATE PROPERTY BOUNDARY
- CHAIN LINK FENCE
- RAILROAD TRACKS
- GEOPROBE BORING
- ⊕ MONITORING WELL
- ⊕ TEST BORING
- ⊕ UTILITY POLE
- ⊕ FIRE HYDRANT
- ⊕ SEWER MANHOLE
- ⊕ TELEPHONE BOX
- ⊕ GAS METER
- OE— OVERHEAD ELECTRIC
- S— SEWER LINE
- W— WATER LINE
- G— GAS LINE
- ( ) GROUNDWATER ELEVATION MEASUREMENTS 5-22-07
- (FP) FREE PRODUCT
- GROUNDWATER ELEVATION CONTOUR

**TANK LEGEND**

- A 8,000-GALLON UNLEADED GASOLINE AST
- B 8,000-GALLON #1 FUEL OIL AST
- C 15,000-GALLON UNLEADED GASOLINE AST
- D 15,000-GALLON #2 FUEL OIL AST
- E 13,000-GALLON UNLEADED GASOLINE AST
- F 10,000-GALLON #2 FUEL OIL AST
- G 10,000-GALLON #2 FUEL OIL AST



GROUNDWATER BENZENE DISTRIBUTION AND POTENTIOMETRIC SURFACE (MAY 22, 2007)  
 PRESCOTT OIL BULK PLANT SITE  
 PRESCOTT, WISCONSIN

DATE	
DESIGNED BY	
CHECKED BY	
REVISIONS	
APPROVED BY	
CHECKED BY	
DATE	06/22/07
DRN	JRD
DRAWN BY	
DRAWING NO.	123023-1
FIGURE NO.	1C

TABLE 4

Soil Analytical Results  
Prescott Oil Company  
Prescott, Wisconsin

Sample	Date	Depth (feet bgs)	PID (ppm eq)	GRO (ppm)	DRO (ppm)	Benzene	Ethylbenzene	MTBE	Toluene	1,2,4-TMB	1,3,5-TMB	Total Xylenes	Naphthalene	1,2-DCA	Lead (ppm)
HA-1	11/30/2000	1.0-1.5	> 1,000	875	2,260	1,270	1,640	<500	2,880	9,630	18,600	11,300	NA	NA	NA
	12/18/2000	0-2	931	703	NA	405	1,030	<250	976	17,300	8,740	8,770	NA	NA	33.0
GP-1	12/18/2000	10-12	>1,000	NA	161	<25.0	63.6	<25.0	<25.0	853	292	337	<25.0	<25.0	1.98
	12/18/2000	14-16	>1,000	NA	3,220	119	845	<25.0	70.5	5,030	1,830	4,690	1,280	<25.0	5.80
GP-2	12/18/2000	2-4	<10	NA	NA	1,700	1,480	<50.0	7,120	4,440	1,800	12,900	NA	NA	64.8
	12/18/2000	10-12	376	220	3,270	124	221	<50.0	537	2,340	1,400	1,480	NA	NA	NA
GP-3	12/18/2000	14-16	>1,000	1,070	2,850	162	2,400	<50.0	1,020	28,500	9,070	7,330	NA	NA	NA
	12/18/2000	2-4	>1,000	NA	NA	604	9,700	<500	1,050	97,400	40,000	47,500	NA	NA	29.2
GP-4	12/18/2000	10-12	>1,000	1,230	1,740	56.0	2,650	77.7	261	42,000	16,800	22,200	NA	NA	NA
	12/18/2000	14-16	>1,000	763	2,520	<25.0	1,360	<25.0	57.3	2,820	7,630	10,200	NA	NA	NA
TB-5/MW-1	12/18/2000	2-4	<10	NA	NA	36.0	91.5	<25.0	47.4	860	263	572	NA	NA	159
	12/18/2000	10-12	<10	<5.19	12.5	<25.0	<25.0	<25.0	<25.0	36.2	<25.0	46.4	NA	NA	NA
TB-6	7/30/2001	2-4	247	570	5,200	310	450	<250	1,300	7,400	1,500	4,600	1,500*	NA	155
	7/30/2001	10-12	685	3,600	9,400	<500	14,000	<500	1,300	170,000	40,000	76,000	42,000*	NA	8.8
TB-7	7/30/2001	14-16	>1,000	6,100	11,000	<500	65,000	<500	1,700	380,000	130,000	268,000	120,000	<500	7.8
	7/30/2001	2-4	>1,000	370	2,600	<25	<25	<25	51	4,300	770	1,300	<100*	NA	<6
TB-8	7/30/2001	10-12	>1,000	2,300	5,100	<500	5,300	<500	<500	59,000	24,000	14,700	33,000/<100*	<500	<6
	7/30/2001	0-2	20	<10	64	<25	45	<25	<25	510	150	260	45*	NA	135
TB-9	7/30/2001	14-16	974	63	2,100	<25	66	<25	<25	250	200	<75	<25	<25	<6
	7/30/2001	2-4	17	<10	<10	<25	<25	<25	<25	52	<25	<75	19*	NA	6.3
TB-10	7/30/2001	18-20	<10	<10	<10	<25	<25	<25	<25	30	<25	<75	<10*	NA	<6
	7/30/2001	0-2	<10	<10	<10	<25	26	<25	27	53	34	130	41*	NA	227
TB-11	7/30/2001	22-24	<10	<10	15	<25	<25	<25	<25	73	30	<75	17*	NA	NA
	7/30/2001	0-2	<10	<10	27	39	72	<25	190	180	74	430	75*	NA	102
TB-12/MW-4	7/30/2001	14-16	<10	<10	<10	<25	<25	<25	<25	<25	<25	<75	NA	NA	NA
	7/30/2001	0-2	<10	<10	<10	<25	<25	<25	<25	<25	<25	<75	<10*	NA	36
TB-13/MW-3	7/30/2001	0-2	<10	<10	<10	<25	<25	<25	<25	<25	<25	<75	<10*	NA	NA
	7/30/2001	6-8	16	77	550	<25	<25	<25	<25	680	500	<75	<10*	NA	NA
TB-14/MW-3	7/30/2001	14-16	<10	<10	<10	<25	<25	<25	<25	<25	<25	<75	NA	NA	NA
	7/30/2001	2-4	76	25	18	<25	<25	<25	<25	210	48	130	31*	NA	<6
TB-15/MW-2	7/30/2001	14-15	256	5,200	14,000	<500	1,500	<500	3,100	83,000	24,000	20,000	NA	NA	NA
	7/30/2001	0-2	<10	<10	25	<25	<25	<25	<25	34	31	<75	11*	NA	12
TB-16	7/30/2001	14-16	63	<10	<10	<25	<25	<25	<25	<25	<25	<75	<10*	NA	NA
	7/30/2001	0-2	<10	<10	<10	<25	<25	<25	<25	<25	<25	<75	<10*	NA	9.8
TB-17	7/30/2001	0-2	<10	<10	<10	<25	<25	<25	<25	<25	<25	<75	<10*	NA	NA
	7/30/2001	6-8	<10	<10	72	<25	27	<25	32	110	59	160	320*	NA	NA
TB-18	7/30/2001	14-16	<10	<10	<10	<25	<25	<25	<25	26	<25	<75	47*	NA	NA
	7/30/2001	14-16	100	190	2,100	<25	<25	<25	<25	2,000	810	100	NA	NA	NA
TB-19	7/30/2001	2-4	20	15	350	<25	35	<25	29	150	66	170	62*	NA	14
	7/30/2001	6-8	<10	<10	<10	<25	<25	<25	<25	<25	<25	<75	<10*	NA	NA
TB-20	7/30/2001	14-16	<10	<10	<10	<25	<25	<25	<25	<25	<25	<75	<10*	NA	NA
	7/30/2001	2-4	33	44	140	<25	50	<25	77	620	200	200	200*	NA	42
TB-21	7/30/2001	16-18	82	50	270	<25	<25	<25	<25	620	150	250	41*	NA	NA
	10/18/2001	0-2	<10	<10	15	<25	<25	<25	52	55	39	140	45*	NA	88
TB-22	10/18/2001	24-26	93	80	360	<25	44	<25	<25	630	460	120	<10*	NA	<6
	10/18/2001	0-2	<10	16	130	220	260	<25	1,100	1,000	340	2,700	210*	NA	1,780
TB-23	10/18/2001	14-16	35	<10	<10	<25	<25	<25	<25	<25	31	<75	<10*	NA	<6
	10/18/2001	18-20	<10	<10	<10	<25	<25	<25	<25	<25	<25	<75	<10*	NA	<6
TB-24	10/18/2001	0-2	<10	<10	<10	<25	31	<25	71	64	40	200	130*	NA	<6
	10/18/2001	14-16	<10	<10	<10	<25	<25	<25	<25	<25	<25	<75	<10*	NA	<6
TB-25	10/18/2001	0-2	<10	<10	26	<25	<25	<25	<25	<25	<25	<75	<10*	NA	NA
	10/18/2001	14-16	34	<10	14	<25	<25	<25	<25	<25	<25	<75	<10*	NA	NA
TB-26	4/14/2005	0-2	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	44
TB-24B-N	4/14/2005	0-2	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	6.9
TB-24B-E	4/14/2005	0-2	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	58
TB-24B-S	4/14/2005	0-2	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	110
NR 720 RCLs based on protection of groundwater				100	100	5.5	2,900	NS	1,500	NS	NS	4,100	400 <sup>1</sup>	4.9	NS
NR 746.06 Table 1 Residual Petroleum Product Indicator Values				NS	NS	8,500	4,600	NS	38,000	83,000	11,000	42,000	2,700	600	NS
NR 746.06 Table 2 Direct Contact Standards (0-4 feet bgs)				NS	NS	1,100	NS	NS	NS	NS	NS	NS	20,000 <sup>1</sup>	540	50 <sup>2</sup>

## Notes:

All results listed in parts-per-billion unless otherwise indicated

**BOLD** indicates sample exceeds the above listed standards

VOC check standard failed for naphthalene in TB-5 @ 14-16' and TB-6 @ 10-12'.

<sup>1</sup> Suggested RCL for PAH compounds in soil based on groundwater pathway and non-industrial direct contact pathway (WDNR Pub. RR-519-97)<sup>2</sup> RCLs based on human health risk from direct contact related to non-industrial land use (NR 720.11 Table 2)

bgs - Below the ground surface

DCA - dichloroethane

DRO - diesel range organics

GRO - gasoline range organics

TMB - trimethylbenzene

\* - indicates sample was analyzed by PAH method 8310.

MTBE - methyl tert-butyl ether

NA - not analyzed

NS - no standard

RCL - residual contaminant level

ppm eq - parts per million equivalent

TABLE 5

PAH Soil Analytical Results  
Prescott Oil Company  
Prescott, Wisconsin

Sample	Date	Depth (feet bgs)	PID (ppm eq)	Acenaphthene	Acenaphthylene	Anthracene	Benzo(a)anthracene	Benzo(a)pyrene	Benzo(b)fluoranthene	Benzo(g)hperylene	Benzo(k)fluoranthene	Chrysene	Dibenzo(ah)anthracene	Fluoranthene	Fluorene	Indeno(123-cd)pyrene	1-Methyl naphthalene	2-Methyl naphthalene	Naphthalene	Phenanthrene	Pyrene
GP-1	12/18/00	0-2	931	1.07	<0.219	0.497	0.358	<0.00110	<0.00110	<0.00219	<0.000549	<0.00219	0.102	3.17	1.81	<0.0219	14.9	10.3	1.81	7.20	<0.0219
	12/18/00	10-12	>1,000	0.164	<0.211	0.159	0.110	<0.00106	<0.00106	<0.00211	<0.000528	<0.00211	<0.00106	2.57	0.566	<0.0211	5.34	4.80	0.763	2.21	<0.0211
	12/18/00	14-16	>1,000	0.637	<0.213	0.416	0.191	<0.00107	<0.00107	<0.00213	<0.000534	<0.00213	<0.00107	6.11	1.65	<0.0213	19.9	24.8	1.69	6.60	<0.0213
GP-2	12/18/00	2-4	<10	0.143	0.94	0.0333	0.0501	0.0856	0.121	0.186	0.0398	0.0722	0.0230	0.203	0.0244	0.134	0.926	1.34	0.325	0.434	0.148
	12/18/00	10-12	376	0.274	<0.220	0.192	0.0663	<0.00110	<0.00110	<0.00220	<0.000551	<0.00220	<0.00110	2.94	0.891	<0.0220	18.6	26.9	0.445	1.35	<0.0220
	12/18/00	14-16	>1,000	0.602	<0.220	0.261	0.0761	<0.00110	<0.00110	<0.00220	<0.000551	<0.00220	<0.00110	5.33	1.51	<0.0220	15.4	15.1	2.37	4.73	<0.0220
GP-3	12/18/00	2-4	>1,000	3.790	<0.227	1.95	0.585	0.232	0.324	0.0983	0.136	0.770	0.0316	6.14	4.98	0.0608	45.8	47.3	19.1	15.9	3.07
	12/18/00	10-12	>1,000	0.351	<0.210	0.214	0.0262	0.0120	0.0130	0.00829	0.00628	0.0680	0.00156	2.67	0.854	<0.0210	9.26	12.5	0.516	2.88	0.170
	12/18/00	14-16	>1,000	0.758	<0.216	0.474	0.0918	0.0411	0.0491	0.0244	0.0206	0.154	0.00366	3.65	1.38	<0.0216	14.7	18.5	1.55	4.62	0.524
GP-4	12/18/00	2-4	<10	0.480	0.420	0.0691	0.210	0.220	0.189	0.113	0.0946	0.214	0.0245	0.579	0.0607	0.0870	0.533	0.466	0.0315	0.563	0.464
	12/18/00	10-12	<10	<0.124	<0.247	<0.000618	<0.000618	<0.00124	<0.00124	<0.00247	<0.000618	<0.00247	<0.00124	<0.0618	<0.00618	<0.0247	<0.0618	<0.0618	<0.00618	<0.00618	<0.0247
	12/18/00	14-16	160	<0.121	<0.243	<0.000607	0.00141	<0.00121	<0.00243	0.00112	<0.00243	0.00131	<0.0607	<0.00607	<0.0243	<0.0607	<0.0607	<0.00607	<0.00607	<0.0243	
TB-5/MW-1	07/30/01	2-4	247	<0.130	<0.100	<0.100	0.160	0.220	0.330	0.200	<0.370	0.330	<0.100	0.210	<0.110	0.150	1.10	19.0	1.50	<0.120	0.550
	07/30/01	10-12	685	5.300	<0.100	1.100	<0.100	<0.170	<0.240	<0.100	<0.370	0.120	<0.100	0.520	7.50	<0.130	63.0	100	42.0	16.0	0.880
	07/30/01	14-16	>1,000	5.600	<0.100	0.810	0.110	<0.170	<0.240	<0.100	<0.370	0.110	<0.100	0.300	7.90	<0.130	81.0	120	55.0	15.0	0.490
TB-6	07/30/01	2-4	>1,000	<0.130	<0.100	<0.110	<0.100	<0.170	<0.240	<0.100	<0.370	<0.100	<0.100	<0.100	<0.110	<0.130	<0.100	<0.170	<0.100	<0.120	<0.130
	07/30/01	10-12	>1,000	<0.130	<0.100	0.240	<0.100	<0.170	<0.240	<0.100	<0.370	<0.100	<0.100	<0.100	2.70	<0.130	19.0	20.0	<0.100	3.60	<0.130
TB-7	07/30/01	0-2	20	<0.013	<0.010	<0.011	0.016	<0.017	<0.024	<0.010	<0.037	0.021	<0.010	0.023	<0.011	<0.013	0.037	0.042	0.045	<0.012	0.019
	07/30/01	14-16	974	<0.130	<0.100	<0.110	<0.100	<0.170	<0.240	<0.100	<0.370	<0.100	<0.100	<0.100	1.00	<0.130	3.30	0.440	<0.100	1.00	<0.130
TB-8	07/30/01	2-4	17	<0.013	<0.010	<0.011	<0.010	<0.017	<0.024	<0.010	<0.037	<0.010	<0.010	0.010	<0.011	<0.013	0.011	0.018	0.019	<0.012	<0.013
	07/30/01	18-20	<10	<0.013	<0.010	<0.011	<0.010	<0.017	<0.024	<0.010	<0.037	<0.010	<0.010	0.010	<0.011	<0.013	0.011	0.018	0.019	<0.012	<0.013
TB-9	07/30/01	0-2	<10	<0.013	0.094	0.100	0.150	0.190	0.220	0.130	0.270	0.250	0.060	0.280	0.023	0.110	0.054	0.059	0.041	0.170	0.280
	07/30/01	22-24	<10	<0.013	0.014	<0.011	0.022	0.019	<0.024	0.011	<0.037	0.026	<0.010	0.041	<0.011	<0.013	0.011	<0.017	0.017	0.017	0.034
TB-12/MW-4	07/30/01	0-2	<10	<0.013	0.088	0.210	0.340	0.350	0.710	0.210	<0.037	0.480	0.120	0.640	0.030	0.190	0.100	0.130	0.075	0.440	0.690
TB-14/MW-3	07/30/01	0-2	<10	<0.013	<0.010	0.626	0.110	0.140	0.340	0.110	<0.037	0.180	0.050	0.300	<0.011	0.092	<0.010	<0.017	<0.010	0.120	0.260
	07/30/01	6-8	16	<0.013	<0.010	0.083	<0.010	<0.017	<0.024	<0.010	<0.037	<0.010	<0.010	0.011	0.450	<0.013	1.00	0.600	<0.010	0.710	0.620
TB-15/MW-2	07/30/01	2-4	76	<0.013	0.015	<0.011	0.014	<0.017	<0.024	<0.010	<0.037	0.015	<0.010	0.026	0.013	<0.013	0.051	0.086	0.031	0.620	0.620
TB-16	07/30/01	0-2	<10	<0.013	<0.010	0.019	0.014	0.026	0.026	0.062	<0.037	0.017	0.011	0.013	<0.011	<0.013	0.014	0.020	0.011	0.033	0.021
	07/30/01	14-16	63	<0.013	<0.010	<0.011	0.014	<0.017	<0.024	<0.010	<0.037	<0.010	<0.010	<0.010	<0.011	<0.013	<0.010	<0.017	<0.010	<0.012	<0.013
TB-19	07/30/01	0-2	<10	<0.013	<0.010	<0.011	0.014	<0.017	0.039	0.017	<0.037	0.022	<0.010	0.028	<0.011	<0.013	0.012	<0.017	<0.010	0.027	0.032
	07/30/01	6-8	<10	0.042	<0.010	0.110	0.180	0.140	0.280	0.160	<0.037	0.310	0.063	0.260	0.048	0.048	0.800	1.20	0.320	0.520	0.460
TB-21	07/30/01	14-16	<10	<0.013	<0.010	<0.011	0.022	<0.017	0.042	0.019	<0.037	0.034	<0.010	0.038	<0.011	<0.013	0.150	0.250	0.047	0.068	0.038
	07/30/01	2-4	20	0.018	<0.010	0.042	0.063	0.065	0.150	0.026	<0.037	0.093	<0.010	0.100	0.044	0.024	0.110	0.210	0.062	0.180	0.110
TB-22	07/30/01	6-8	<10	<0.013	<0.010	<0.011	<0.010	<0.017	<0.024	<0.010	<0.037	<0.010	<0.010	<0.010	<0.011	<0.013	<0.010	<0.017	<0.010	<0.012	<0.013
	07/30/01	14-16	33	<0.013	<0.010	<0.011	<0.010	<0.017	<0.024	<0.010	<0.037	<0.010	<0.010	<0.010	<0.011	<0.013	<0.010	<0.017	<0.010	<0.012	<0.013
TB-23/MW-6	07/30/01	2-4	<10	<0.013	0.071	0.042	0.030	0.020	0.034	0.110	<0.037	0.045	0.026	0.048	<0.011	<0.013	<0.010	<0.017	<0.010	<0.012	<0.013
	07/30/01	16-18	82	<0.013	<0.010	<0.011	<0.010	<0.017	<0.024	<0.010	<0.037	0.014	<0.010	0.013	0.026	<0.013	0.120	0.046	0.041	0.053	0.016
TB-24	10/18/2001	0-2	<10	<0.013	0.059	0.064	0.120	0.140	0.210	0.200	0.100	0.190	0.058	0.260	0.011	0.013	0.048	0.064	0.045	0.200	0.190
	10/18/2001	24-26	93	<0.013	<0.010	<0.011	<0.010	<0.017	<0.024	<0.010	<0.037	<0.010	<0.010	<0.010	<0.011	<0.013	<0.010	<0.017	<0.010	<0.012	<0.013
TB-25	10/18/2001	0-2	35	<0.013	0.040	0.054	0.140	0.140	0.160	0.140	0.100	0.210	0.069	0.230	0.013	0.100	0.190	0.370	0.210	0.170	0.190
	10/18/2001	14-16	<10	<0.013	<0.010	<0.011	<0.010	<0.017	<0.024	<0.010	<0.037	<0.010	<0.010	<0.010	<0.011	<0.013	<0.010	<0.017	<0.010	<0.012	<0.013
TB-26	10/18/2001	18-20	<10	<0.013	<0.010	<0.011	<0.010	<0.017	<0.024	<0.010	<0.037	<0.010	<0.010	<0.010	<0.011	<0.013	<0.010	<0.017	<0.010	<0.012	<0.013
	10/18/2001	0-2	<10	0.025	0.014	0.065	0.180	0.190	0.200	0.150	0.200	0.070	0.480	0.040	0.180	0.110	0.180	0.130	0.350	0.270	
TB-26	10/18/2001	14-16	<10	<0.013	<0.010	<0.011	<0.010	<0.017	<0.024	<0.010	<0.037	<0.010	<0.010	<0.010	<0.011	<0.013	<0.010	<0.017	<0.010	<0.012	<0.013
	10/18/2001	0-2	34	<0.013	<0.010	<0.011	<0.010	0.018	<0.024	0.074	<0.037	<0.010	<0.010	<0.010	<0.011	0.017	<0.010	<0.017	<0.010	<0.012	<0.013
WDNR Suggested RCLs - Groundwater Pathway				38</																	

TABLE 6

Post Soil Excavation PVOC Analytical Results  
 Prescott Oil Company  
 Prescott, Wisconsin

Sample	Date	Depth (feet bgs)	Sample Type	PID (ppm eq)	Benzene	Ethylbenzene	MTBE	Toluene	1,2,4-TMB	1,3,5-TMB	Total Xylenes	Lead (ppm)
E1-1	1/23/2007	3	Wall	0	<35	<35	<35	<35	<35	<35	<110	<4.3
E1-2	1/23/2007	3	Wall	0	<36	<36	<36	<36	56	<36	<110	66
E1-3	1/23/2007	3	Wall	0	<32	<32	<32	<32	<32	<32	<96	5.0
E1-4	1/23/2007	3	Wall	0	<33	<33	<33	<33	<33	<33	<100	<4.4
E1-5	1/23/2007	3	Wall	0	<29	<29	<29	<29	<29	<29	<88	9.6
E1-6	1/23/2007	3	Wall	0	<32	<32	<32	<32	<32	<32	<96	6.6
E1-7	1/23/2007	3	Wall	0	<29	<29	<29	<29	<29	<29	<86	<4.2
E1-8	1/23/2007	4	Floor	0	<38	<38	<38	<38	<38	<38	<110	70
E1-9	1/23/2007	4	Floor	0	<30	<30	<30	<30	<30	<30	<90	22
E1-10	1/23/2007	4	Floor	0	<32	<32	<32	<32	34	<32	<95	10
E1-11	1/23/2007	4	Floor	0	<29	<29	<29	47	46	<29	130	38
E2-12	1/24/2007	3	Wall	0	<29	<29	<29	<29	35	<29	<86	<4.1
E2-13	1/24/2007	3	Wall	0	<31	<31	<31	<31	<31	<31	<93	30
E2-14	1/24/2007	3	Wall	0	<28	<28	<28	<28	<28	<28	<85	<4.1
E2-15	1/24/2007	3	Wall	0	<28	<28	<28	<28	<28	<28	<85	9.8
E2-16	1/24/2007	3	Wall	0	<28	<28	<28	<28	<28	<28	<85	5.3
E2-17	1/24/2007	3	Wall	0	<30	43	<30	<30	180	<30	<91	64
E2-18	1/24/2007	3	Wall	0	<31	<31	<31	<31	46	<31	<93	4.8
E2-19	1/24/2007	4	Floor	0	<28	<28	<28	<28	<28	<28	<85	7.9
E2-20	1/24/2007	4	Floor	0	<28	<28	<28	<28	<28	<28	<85	6.6
NR 720 RCLs based on protection of groundwater					5.5	2,900	NS	1,500	NS	NS	4,100	NS
NR 746.06 Table 1 Residual Petroleum Product Indicator Values					8,500	4,600	NS	38,000	83,000	11,000	42,000	NS
NR 746.06 Table 2 Direct Contact Standards (0-4 feet bgs)					1,100	NS	NS	NS	NS	NS	NS	50 <sup>1</sup>

## Notes:

All results listed in parts-per-billion unless otherwise indicated

**BOLD** indicates sample exceeds the above listed standards

VOC check standard failed for naphthalene in TB-5 @ 14-16' and TB-6 @ 10-12'.

<sup>1</sup> RCLs based on human health risk from direct contact related to non-industrial land use (NR 720.11 Table 2)

bgs - Below the ground surface

TMB - trimethylbenzene

MTBE - methyl tert-butyl ether

RCL - residual contaminant level

NA - not analyzed

NS - no standard

ppm eq - parts per million equivalent

**TABLE 2**  
**Groundwater Analytical Results**  
**Prescott Oil Company**  
**Prescott, Wisconsin**

MW-1	Top of Well Screen:				90.54	Length of Well Screen:				15
Date	Benzene	Toluene	Ethylbenzene	Total Xylenes	Total TMB	MTBE	1,2-DCA	Naphthalene	Dissolved Lead	
08/13/01	39	<21	310	1,350	860	<23	<12	270 / 210*	23	
11/28/01	9.3	0.51	49	316	214	<0.46	NA	30*	3	
02/12/02	17	<2.1	110	340	324	<2.3	NA	120	3.5	
05/03/02	16	<3.2	93	700	840	<2.5	NA	420 / 110*	24	
11/19/03	15	1.5	180	460	570	<0.58	NA	120	NA	
04/14/05	12	<1.8	41	343	470	<1.8	NA	140	7.6	
02/28/07	2.8	<1.2	67	230	339	<0.23	NA	37*	<1.4	
05/22/07	16	2.4	200	640	680	<2.3	NA	180*	18	
MW-2	Top of Well Screen:				90.16	Length of Well Screen:				15
08/13/01	1.8	0.51	1.3	25.4	100	<0.46	<0.23	2.3 / 1.9*	<1	
11/28/01	<0.21	<0.41	<0.22	10.57	35.7	<0.46	NA	NA	<1	
02/12/02	0.46	1.2	0.29	1.9	18.1	<0.46	NA	2	NA	
05/03/02	1.5	1.8	<0.49	24.83	94	<0.49	NA	<1.4 / <0.67*	NA	
11/19/03	0.45	4.7	1.0	17.8	67	<0.58	NA	26	NA	
02/28/07	0.64	<0.22	<0.44	12	64	<0.46	NA	7.5*	2	
05/22/07	1.2	0.60	<1.1	12	68	<1.2	NA	<9.6*	<1.4	
MW-3	Top of Well Screen:				91.28	Length of Well Screen:				15
08/13/01	1	<0.41	<0.22	<0.69	<0.69	<0.46	<0.23	<0.69 / 0.34*	<1	
11/28/01	<0.21	<0.41	<0.22	<0.69	<0.60	<0.46	NA	NA	<1	
02/12/02	<0.21	<0.41	<0.22	<0.69	<0.60	<0.46	NA	<0.69	NA	
05/03/02	<0.43	<0.63	<0.49	<1.45	<1.12	<0.49	NA	<1.4	NA	
11/19/03	<0.30	<0.58	<0.60	<1.84	<1.18	<0.58	NA	<0.58	NA	
02/28/07	<0.25	<0.11	<0.22	<0.39	<0.44	<0.23	NA	<0.38*	<1.4	
05/22/07	<0.25	<0.11	<0.22	<0.39	<0.44	<0.23	NA	<0.38*	<1.4	
MW-4	Top of Well Screen:				90.7	Length of Well Screen:				15
08/13/01	<0.21	<0.41	<0.22	<0.69	<0.69	<0.46	<0.23	<0.69 / <0.22*	<1	
11/28/01	<0.21	<0.41	<0.22	<0.69	<0.60	<0.46	NA	NA	<1	
02/12/02	<0.21	<0.41	<0.22	<0.69	<0.60	<0.46	NA	<0.69	NA	
05/03/02	<0.43	<0.63	<0.49	<1.45	<1.12	<0.49	NA	<1.4	NA	
11/19/03	<0.30	<0.58	<0.60	<1.84	<1.18	<0.58	NA	<0.58	NA	
02/28/07	<0.25	<0.11	<0.22	<0.39	0.22	<0.23	NA	<0.38*	<1.4	
05/22/07	<0.25	<0.11	<0.22	<0.39	<0.44	<0.23	NA	<0.38*	<1.4	
MW-5	Top of Well Screen:				89.57	Length of Well Screen:				15
08/13/01	2	<0.41	<0.22	<0.69	0.29	<0.46	<0.23	<0.69 / <0.22*	<1	
11/28/01	<0.21	<0.41	<0.22	<0.69	0.33	<0.46	NA	NA	<1	
02/12/02	<0.21	<0.41	<0.22	<0.69	0.38	<0.46	NA	1.2	NA	
05/03/02	<0.43	<0.63	<0.49	<1.45	<1.12	<0.49	NA	<1.4	NA	
11/19/03	<0.30	<0.58	<0.60	<1.84	<1.18	<0.58	NA	1.6	NA	
02/28/07	<0.25	<0.11	<0.22	<0.39	<0.44	<0.23	NA	<0.38*	<1.4	
05/22/07	<0.25	<0.11	<0.22	<0.39	<0.44	<0.23	NA	0.65*	<1.4	
MW-6	Top of Well Screen:				92.15	Length of Well Screen:				15
11/28/01	<0.21	<0.41	<0.22	<0.69	1.67	<0.46	<0.23	<0.69	<1	
02/12/02	<0.21	0.84	<0.22	<0.69	<0.60	<0.46	NA	2	<1	
05/03/02	<0.43	<0.63	<0.49	<1.45	<1.12	<0.49	NA	<1.4	NA	
11/19/03	<0.30	<0.58	<0.60	<1.84	<1.18	<0.58	NA	4.5	NA	
02/28/07	Well was destroyed									
05/22/07										
NR 140 PAL	0.5	200	140	1,000	96	12	0.5	10	1.5	
NR 140 ES	5	1,000	700	10,000	480	60	5	100	15	

All results in ppb unless otherwise noted.

**ITALICS** Indicates result exceeds the NR 140 preventive action limit (PAL).

**BOLD** Indicates result exceeds the NR 140 enforcement standard (ES).

DCA - dichloroethane

MTBE - Methyl t-butyl ether

NA - not analyzed

\* Denotes sample was analyzed by PAH method 8310

ppb - parts per billion

TMB - Trimethylbenzene

DCA - dichloroethane

**TABLE 3**  
**PAH Groundwater Analytical Results**  
 Prescott Oil Company  
 Prescott, Wisconsin

MW-1		Top of Well Screen:			90.54			Length of Well Screen:			15							
Sample Date	Acenaphthene	Acenaphthylene	Anthracene	Benzo(a)anthracene	Benzo(a)pyrene	Benzo(b)fluoranthene	Benzo(ghi)perylene	Benzo(k)fluoranthene	Chrysene	Dibenzo(ah)anthracene	Fluoranthene	Fluorene	Indeno(123-cd)pyrene	1-Methylnaphthalene	2-Methylnaphthalene	Naphthalene	Phenanthrene	Pyrene
08/13/01	6.7	25	0.41	<0.074	<0.1	0.072	<0.52	0.014	<0.7	<0.42	42	5.6	<0.59	110	170	210	10	<0.059
11/28/01	<0.28	<0.32	<0.042	<0.24	<0.028	<0.12	<0.078	<0.24	<0.13	<0.14	<0.14	4.4	<0.17	23	38	30	6.3	<0.068
05/03/02	<0.053	<0.16	<0.024	<0.03	<0.022	<0.036	<0.087	<0.067	<0.022	<0.036	<0.053	14	<0.03	190	<230	110	19	<0.13
02/28/07	3.1	<0.66	4.8	6.4	<0.030	<0.093	<0.11	<0.047	1.4	<0.12	36	12	<0.059	66	19	37	20	23
05/22/07	2.8	<0.66	2.3	1.0	<0.031	<0.094	<0.12	<0.047	0.41	<0.12	6.4	11	<0.060	120	15	180	6.7	7.0
MW-2		Top of Well Screen:			90.16			Length of Well Screen:			15							
08/13/01	3.5	4.3	0.16	<0.074	<0.1	<0.065	<0.52	0.016	<0.7	<0.42	74	5.6	<0.59	74	79	1.9	11	<0.059
05/03/02	<0.053	<0.16	<0.024	<0.03	<0.022	<0.036	<0.087	<0.067	<0.022	<0.036	<0.053	5.4	<0.03	17	6.8	<0.067	4.2	<0.13
02/28/07	6.3	<6.6	11	10	<0.30	<0.93	<1.1	<0.47	1.7	<1.2	18	33	<0.59	160	170	7.5	26	58
05/22/07	<7.9	<17	8.1	2.0	<0.77	<2.4	<2.9	<1.2	1.2	<1.1	25	37	<1.5	180	200	<9.6	26	8.3
MW-3		Top of Well Screen:			91.28			Length of Well Screen:			15							
08/13/01	<0.17	<1	0.017	<0.074	<0.1	<0.065	<0.52	<0.01	<0.7	<0.42	<0.36	<0.33	<0.59	<0.21	0.29	0.34	0.1	0.08
02/28/07	<0.32	<0.66	<0.037	<0.042	<0.031	<0.094	<0.12	<0.047	<0.039	<0.12	<0.078	<0.060	<0.060	<0.31	<0.30	<0.38	<0.029	<0.042
05/22/07	<0.31	<0.66	<0.036	<0.042	<0.030	<0.093	<0.11	<0.047	<0.039	<0.12	<0.077	<0.059	<0.059	<0.30	<0.30	<0.38	<0.029	<0.042
MW-4		Top of Well Screen:			90.7			Length of Well Screen:			15							
08/13/01	<0.17	<1	<0.01	<0.074	<0.1	<0.065	<0.52	<0.01	<0.7	<0.42	<0.36	<0.33	<0.59	<0.21	<0.2	<0.22	<0.037	<0.059
02/28/07	<0.32	<0.66	<0.037	<0.042	<0.031	<0.094	<0.12	<0.047	<0.039	<0.12	<0.078	0.092	<0.060	0.5	0.44	<0.38	0.065	0.055
05/22/07	<0.31	<0.66	<0.036	<0.042	<0.030	<0.093	<0.11	<0.047	<0.039	<0.12	<0.077	<0.059	<0.059	<0.30	<0.30	<0.38	<0.029	<0.042
MW-5		Top of Well Screen:			89.57			Length of Well Screen:			15							
08/13/01	0.22	<1	0.058	<0.074	<0.1	<0.065	<0.52	<0.01	<0.7	<0.42	16	1.4	<0.59	<0.21	1.9	<0.22	0.92	<0.059
02/28/07	<0.32	<0.66	<0.037	<0.042	<0.031	<0.094	<0.12	<0.047	<0.039	<0.12	<0.078	<0.060	<0.060	<0.31	<0.30	<0.38	<0.029	<0.042
05/22/07	<0.36	<0.76	<0.042	<0.048	<0.035	<0.11	<0.13	<0.054	<0.045	<0.14	<0.089	<0.068	<0.068	<0.35	<0.34	0.65	<0.033	<0.048
NR 140 ES	NS	NS	3,000	NS	0.2	0.2	NS	NS	0.2	NS	400	400	NS	NS	NS	100	NS	250
NR 140 PAL	NS	NS	600	NS	0.02	0.02	NS	NS	0.02	NS	80	80	NS	NS	NS	10	NS	50

All values are in parts per billion  
*ITALICS* Indicates value exceeds the NR 140 Preventive Action Limit (PAL)  
**BOLD** Indicates value exceeds the NR 140 Enforcement Standard (ES)  
 NS - No Standard  
 PAHs - Polycyclic aromatic hydrocarbons

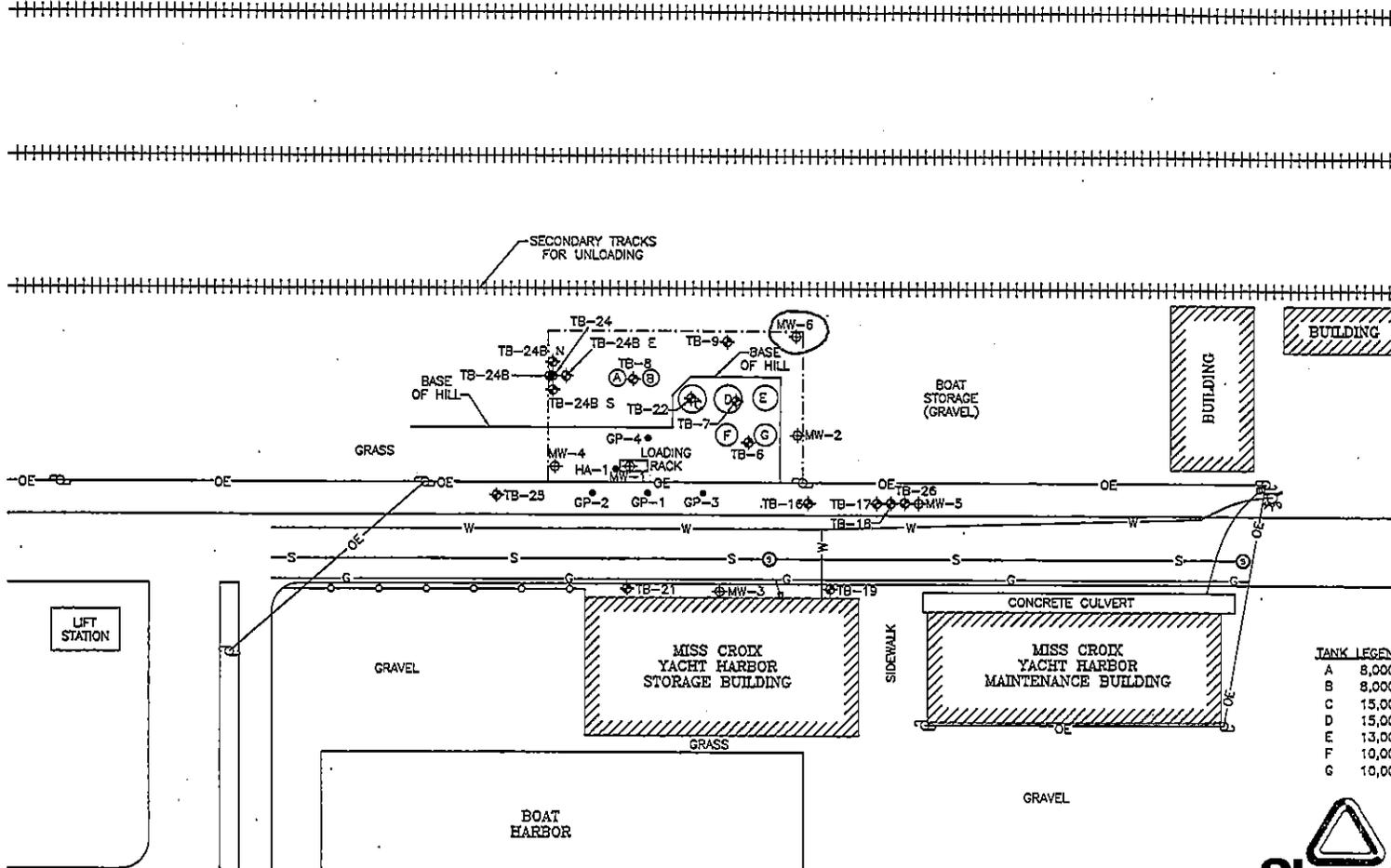
TABLE 1

Groundwater Elevation Data  
 Prescott Oil Company  
 Prescott, Wisconsin

MW-1			MW-2			MW-3		
Surface Elevation	98.87		Surface Elevation	98.46		Surface Elevation	97.64	
Top of Casing Elevation	98.54		Top of Casing Elevation	98.16		Top of Casing Elevation	97.28	
Top of Screen Elevation	91.25		Top of Screen Elevation	90.42		Top of Screen Elevation	92.23	
Bottom of Screen Elevation	76.25		Bottom of Screen Elevation	75.42		Bottom of Screen Elevation	77.23	
Date	Depth	Elevation	Date	Depth	Elevation	Date	Depth	Elevation
08/13/01	15.36	83.18	08/13/01	14.97	83.19	08/13/01	14.11	83.17
11/27/01	15.12	83.42	11/27/01	14.74	83.42	11/27/01	13.87	83.41
02/12/02	15.53	83.01	02/12/02	15.19	82.97	02/12/02	14.27	83.01
05/03/02	12.77	85.77	05/03/02	12.40	85.76	05/03/02	11.51	85.77
11/19/03	15.34	83.20	11/19/03	14.98	83.18	11/19/03	14.09	83.19
04/14/05	10.11	88.43	04/14/05	NM	NM	04/14/05	NM	NM
02/28/07	15.41	83.13	02/28/07	15.16	83.00	02/28/07	14.17	83.11
05/22/07	14.91	83.63	05/22/07	14.72	83.44	06/04/07	13.68	83.60
MW-4			MW-5			MW-6		
Surface Elevation	99.03		Surface Elevation	98.01		Surface Elevation	107.60	
Top of Casing Elevation	98.70		Top of Casing Elevation	97.57		Top of Casing Elevation	107.15	
Top of Screen Elevation	91.13		Top of Screen Elevation	89.95		Top of Screen Elevation	92.97	
Bottom of Screen Elevation	76.13		Bottom of Screen Elevation	74.95		Bottom of Screen Elevation	77.97	
Date	Depth	Elevation	Date	Depth	Elevation	Date	Depth	Elevation
08/13/01	15.52	83.18	08/13/01	14.40	83.17	08/13/01	NI	NI
11/27/01	15.28	83.42	11/27/01	14.17	83.40	11/27/01	23.73	83.42
02/12/02	15.70	83.00	02/12/02	14.58	82.99	02/12/02	24.14	83.01
05/03/02	12.93	85.77	05/03/02	11.82	85.75	05/03/02	21.37	85.78
11/19/03	15.51	83.19	11/19/03	14.40	83.17	11/19/03	23.96	83.19
04/14/05	NM	NM	04/14/05	NM	NM	04/14/05	NM	NM
02/28/07	15.59	83.11	02/28/07	14.49	83.08	2/28/2007*	NM	NM
05/22/07	15.08	83.62	05/22/07	13.98	83.59	05/22/07	NM	NM

Notes:  
 All depths are reported in feet  
 NM - Not measured  
 NI - Not Installed  
 \* Well has been destroyed.

IMPROPERLY ABANDONED  
MONITORING WELL



- LEGEND**
- - - - - APPROXIMATE PROPERTY BOUNDARY
  - CHAIN LINK FENCE
  - +++++ RAILROAD TRACKS
  - GEOPROBE BORING
  - ⊕ MONITORING WELL
  - ⊕ TEST BORING
  - ⊕ UTILITY POLE
  - ⊕ FIRE HYDRANT
  - ⊕ SEWER MANHOLE
  - ⊕ TELEPHONE BOX
  - ⊕ GAS METER
  - OVERHEAD ELECTRIC
  - S— SEWER LINE
  - W— WATER LINE
  - G— GAS LINE
  - ⊕ PROPOSED BORING

- TANK LEGEND**
- A 8,000-GALLON UNLEADED GASOLINE AST
  - B 8,000-GALLON #1 FUEL OIL AST
  - C 15,000-GALLON UNLEADED GASOLINE AST
  - D 15,000-GALLON #2 FUEL OIL AST
  - E 13,000-GALLON UNLEADED GASOLINE AST
  - F 10,000-GALLON #2 FUEL OIL AST
  - G 10,000-GALLON #2 FUEL OIL AST

**Shaw** Shaw Environmental, Inc.  
 1225 Rudy Street  
 Oshkosh, Wisconsin 54601



SITE PLAN  
 VIEW  
 PRESCOTT OIL BULK PLANT SITE  
 PRESCOTT, WISCONSIN

DATE	
REVISIONS:	
APPROVED BY:	
CHECKED BY:	
DATE	05/16/05
FCE	
DRAWN BY:	
DRAWING NO.	000319-01

FIGURE NO.  
 1

IMPROPERLY ABANDONED MONITORING WELL

State of Wisconsin  
Department of Natural Resources

Route to: Watershed/Wastewater  Waste Management   
Remediation/Redevelopment  Other

MONITORING WELL CONSTRUCTION  
Form 4400-113A Rev. 7-98

City/Project Name: Prescott Oil Company  
 City License, Permit or Monitoring No.: \_\_\_\_\_  
 Well ID: \_\_\_\_\_  
 Type of Well: 11, MW  
 Distance from Waste/Source: \_\_\_\_\_ ft. Enf. Stds. Apply

Local Grid Location of Well: \_\_\_\_\_ ft. N. \_\_\_\_\_ ft. E. \_\_\_\_\_ ft. S. \_\_\_\_\_ ft. W.  
 Local Grid Origin (estimated: ) or Well Location: \_\_\_\_\_  
 Lat. \_\_\_\_\_ Long. \_\_\_\_\_  
 St. Plane: \_\_\_\_\_ ft. N. \_\_\_\_\_ ft. E. S/C/N \_\_\_\_\_  
 Section Location of Waste/Source: NE 1/4 of NW 1/4 of Sec. 15, T. 26 N, R. 20  
 Location of Well Relative to Waste/Source: u  Upgradient s  Sidegradient d  Downgradient n  Not Known  
 Gov. Lot Number: \_\_\_\_\_

Well Name: MW-6  
 Wis. Unique Well No.: P0290 DNR Well ID No.: \_\_\_\_\_  
 Date Well Installed: 10/18/2001  
 Well Installed By: Name (first, last) and Firm: Tony Kapugi ON-Site Environmental

Protective pipe, top elevation: \_\_\_\_\_ ft. MSL  
 Well casing, top elevation: \_\_\_\_\_ ft. MSL  
 Land surface elevation: \_\_\_\_\_ ft. MSL  
 Surface seal, bottom: \_\_\_\_\_ ft. MSL or \_\_\_\_\_ ft.

USCS classification of soil near screen:  
 GP  GM  GC  GW  SW  SP   
 SM  SC  ML  MH  CL  CH   
 Bedrock

Sieve analysis performed?  Yes  No  
 Drilling method used: Rotary  50  
 Hollow Stem Auger  41  
 Other   
 Drilling fluid used: Water  02 Air  01  
 Drilling Mud  03 None  99  
 Drilling additives used?  Yes  No  
 Describe \_\_\_\_\_  
 Source of water (attach analysis, if required): \_\_\_\_\_

1. Cap and lock?  Yes  No  
 2. Protective cover pipe:  
 a. Inside diameter: 9.0 in.  
 b. Length: 1.0 ft.  
 c. Material: Steel  04  
 Other   
 d. Additional protection?  Yes  No  
 If yes, describe: \_\_\_\_\_  
 3. Surface seal: Bentonite  30  
 Concrete  01  
 Other   
 4. Material between well casing and protective pipe: Bentonite  30  
 Other   
 5. Annular space seal: a. Granular/Chipped Bentonite  33  
 b. \_\_\_\_\_ Lbs/gal mud weight ... Bentonite-sand slurry  35  
 c. \_\_\_\_\_ Lbs/gal mud weight ... Bentonite slurry  31  
 d. \_\_\_\_\_ % Bentonite ... Bentonite-cement grout  50  
 e. 3.4 Ft<sup>3</sup> volume added for any of the above  
 f. How installed: Tremie  01  
 Tremie pumped  02  
 Gravity  08  
 6. Bentonite seal: a. Bentonite granules  33  
 b.  1/4 in.  3/8 in.  1/2 in. Bentonite chips  32  
 c. \_\_\_\_\_ Other   
 7. Fine sand material: Manufacturer, product name & mesh size \_\_\_\_\_  
 b. Volume added 0.7 ft<sup>3</sup>  
 8. Filter pack material: Manufacturer, product name & mesh size \_\_\_\_\_  
 b. Volume added 5.78 ft<sup>3</sup>  
 9. Well casing: Flush threaded PVC schedule 40  23  
 Flush threaded PVC schedule 80  24  
 Other   
 10. Screen material:  
 a. Screen type: Factory cut  11  
 Continuous slot  01  
 Other   
 b. Manufacturer Pietrick  
 c. Slot size: 0.10 in.  
 d. Slotted length: 15.0 ft.  
 11. Backfill material (below filter pack): None  14  
 Other

I hereby certify that the information on this form is true and correct to the best of my knowledge.  
 Name: Dennis Tetlow Firm: Envirogen, Inc

This form is complete both Form 4400-113A and 4400-113B and return them to the appropriate DNR office and bureau. Completion of these reports is required by chs. 160, 281, 289, 291, 292, 293, 295, and 299, Wis. Stats., and ch. NR 141, Wis. Adm. Code. In accordance with chs. 281, 289, 291, 292, 293, 295, and 299, Wis. Stats., failure to file these forms may result in a forfeiture of between \$10 and \$25,000, or imprisonment for up to one year, depending on the program and conduct involved. Personally identifiable information on these forms is not intended to be used for any other purpose. NOTE: See the instructions for more information, including where the completed forms should be



January 10, 2008

The Burlington Northern and Santa Fe Railway Company  
2500 Lou Menk Drive  
Fort Worth, Texas 76131-2800

Re: Notification of Potential Soil and Groundwater Contamination from Prescott Oil Co.  
Bulk Plant  
450 Second Street, Prescott, Wisconsin  
COMM # 54021-1619-21  
WDNR File Ref: 02-48-257450

Dear Sir or Madam:

This notification letter is being submitted to you as required by state regulations for site closure of the Prescott Oil Company Bulk Plant Site.

Groundwater contamination appears to have originated on your property at 450 Second Street in Prescott, Wisconsin. The level of petroleum contamination in the soil standards found in NR 720 and NR 746.06 Wisconsin Administrative Code (WAC) and groundwater on your property is above the state groundwater enforcement standards found in chapter NR 140, WAC. However, investigation results suggest that the groundwater plume is stable and will naturally degrade over time. Allowing natural attenuation to complete the cleanup at this site will meet the requirements for case closure that are found in Chapter NR 726, Wisconsin Administrative Code. Enclosed is a Wisconsin of Natural Resources' Fact Sheet describing "What Landowners Should Know: Information About Using Natural Attenuation to Clean Up Contaminated Groundwater". A request will be submitted to the Department Commerce to 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.

Neither the current nor any subsequent owner of this property will be held responsible for investigation or cleanup of the groundwater contamination, as long as the current owner and any subsequent owners comply with the requirements of section 292.13, Wisconsin Statutes, including allowing access to the property for environmental investigation or cleanup is access is required.

For further information on the requirements of section 292.13, Wisconsin Statutes, you may call 1-800-367-6076 for calls originating in Wisconsin, or 608-264-6020 if you are calling from out of state or within the Madison area, to obtain a copy of the Department of Natural Resources' publication #RR-589, "Fact Sheet 10: Guidance for Dealing with Properties Affected by Off-Site Contamination".

The Department of Commerce will not review the 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 that closure should not be granted for this site. If you would like to submit any information to the Department of Commerce that is relevant to this closure request, you should mail that information to: Mr. Tim Zeichert, Wisconsin Department of Commerce 2715 Post Road, Stevens Point, Wisconsin 54481-6456.

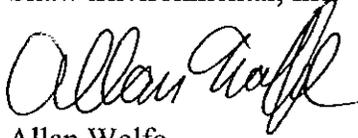
If this case is closed, all properties within the site boundaries where soil contamination exceeds NR 720 and NR 746.06 standards, and groundwater contamination exceeds Chapter NR 140 groundwater enforcement standards will be listed on the Department of Natural Resources' geographic information system (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. The GIS Registry is 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 incorrect.

Should the current owner or any subsequent property owner plan to construct or reconstruct a well on this 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 water well on this property in the future will first need to call Diggers Hotline (1-800-242-8511) if this property is located outside of the service area of a municipally owned water system or contact the Drinking Water program within the Department of Natural Resources if this property is located within the designated service area of a municipally owned water system to determine if there is a need for special well construction standards.

Once the Department makes a decision on this closure request, it will be documented in a letter. If the Department grants closure, you may obtain a copy of the letter by requesting a copy by writing to the agency address given above or by accessing the WDNR 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 additional information, you may contact Steve Osesek or me at (608) 781-5470 or you may contact Mr. Tim Zeichert, Wisconsin Department of Commerce at (715) 345-5307.

Sincerely,  
Shaw Environmental, Inc.



Allan Wolfe  
Environmental Scientist

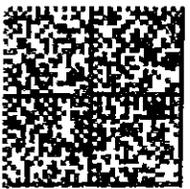
Reviewed by Steve Osesek

Enclosures

Figures Showing the Extent of Soil and Groundwater Contamination  
Natural Attenuation Fact Sheet  
Property Deed

044J83015317  
**\$6.28**  
 01/10/2008  
 Mailed From 54651

SOURCE  
 PROPERTY



CERTIFIED MAIL™



7005 0390 0002 8391 0878  
 7005 0390 0002 8391 0878

**U.S. Postal Service™**  
**CERTIFIED MAIL™ RECEIPT**  
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)  
**OFFICIAL USE**

Postage	\$ 1.48	Postmark Here
Certified Fee	2.65	
Return Receipt Fee (Endorsement Required)	2.15	
Restricted Delivery Fee (Endorsement Required)		
<b>Total Postage &amp; Fees</b>	<b>\$ 6.28</b>	

000319 HRW

Sent To  
 Burlington Northern & Santa Fe RR Co  
 Street, Apt. No.,  
 or PO Box No. 2500 Lou Menk Dr.  
 City, State, ZIP+4  
 Fort Worth, TX 76131-2800

PS Form 3800, June 2002 See Reverse for Instructions

831 CRITTER COURT, SUITE 400 • OMAHA, WI 54650-8674

The Burlington Northern & Santa Fe Railroad  
 Company  
 2500 Lou Menk Drive  
 Fort Worth, TX 76131-2800

THE SHAW GROUP INC. ©

**SENDER: COMPLETE THIS SECTION**

1. Article addressed to:  
 The Burlington Northern & Santa Fe Railroad Co  
 2500 Lou Menk Dr.  
 Fort Worth, TX 76131-2800

2. Article Number  
 (Transfer from service label)  
 7005 0390 0002 8391 0878

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

4. Restricted Delivery? (Extra Fee)  
 Yes  
 No

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

B. Received by (Printed Name)  
 C. Date of Delivery

A. Signature  Agent  Addressee

**COMPLETE THIS SECTION ON DELIVERY**

PS Form 3811, February 2004  
 Domestic Return Receipt



January 9, 2008

Ms. Pam Bever  
City Clerk  
Prescott City Hall  
Prescott, Wisconsin 54021

**Re: Notification of Contamination  
Former Prescott Oil Company Bulk Plant Site  
BRRTS# 02-48-257450**

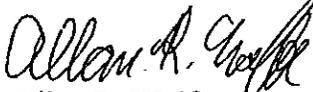
Dear Ms. Bever:

The purpose of this letter is to notify the City of Prescott of the presence of residual soil and groundwater contamination associated with the former Prescott Oil Company Bulk Plant Site, located beneath Second Street. As required by Wisconsin Administrative Code NR 726.05(2)(a)4, written notification of residual groundwater contamination must be submitted to the municipal department responsible for maintaining the public street or highway.

Please find the attached information and figure satisfying the notification requirements for the former Prescott Oil Company Bulk Plant Site.

If you have any questions or require additional information, please contact me at (608) 781-5470.

Sincerely,  
Shaw Environmental, Inc.



Allan R. Wolfe  
Environmental Scientist

Enclosure: Notification documentation

c: Ms. Pam Spreeman

RIGHT-OF-WAY

Shaw Environmental, Inc.

831 Critter Court, Suite 400  
Onalaska, WI 54650-8674  
Phone: 608.781.5470



January 9, 2008

Ms. Pam Bever  
City Clerk  
Prescott City Hall  
Prescott, Wisconsin 54021

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Former Prescott Oil Company Bulk Plant Site  
BRRTS# 02-48-257450**

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Sincerely,  
Shaw Environmental, Inc.

*Allan R. Wolfe*  
Allan R. Wolfe  
Environmental Scientist

Enclosure: Notification doc  
c: Ms. Pam Spreeman

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> <li>Complete Items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	A. Signature <input checked="" type="checkbox"/> Pam Bever <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
1. Article Addressed to:  Ms. Pam Bever City Clerk Prescott, WI 54021	B. Received by (Printed Name)	C. Date of Delivery 1/11/08
2. Article Number: (Transfer from service label)	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No  <i>[Signature]</i>	
3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
7005 0390 0002 8391 0861		