

GIS REGISTRY INFORMATION

SITE NAME: Kaphingst Property

BRRTS #: 02-45-184362 **FID # (if appropriate):** _____

COMMERCE # (if appropriate): _____

CLOSURE DATE: 08/25/2006

STREET ADDRESS: 102 North Main St

CITY: Black Creek

SOURCE PROPERTY GPS COORDINATES (meters in WTM91 projection): X= 643245 Y= 445686

CONTAMINATED MEDIA: Groundwater Soil Both

OFF-SOURCE GW CONTAMINATION >ES: Yes No

IF YES, STREET ADDRESS 1: _____

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

OFF-SOURCE SOIL CONTAMINATION >Generic or Site-Specific RCL (SSRCL): Yes No

IF YES, STREET ADDRESS 1: _____

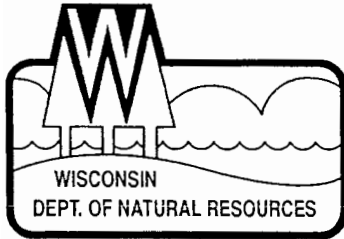
GPS COORDINATES (meters in WTM91 projection): X= _____ Y= _____

CONTAMINATION IN RIGHT OF WAY: Yes No

DOCUMENTS NEEDED:

- Closure Letter, and any conditional closure letter or denial letter issued
- Copy of any maintenance plan referenced in the final closure letter.
- Copy of (soil or land use) deed notice *if any required as a condition of closure*
- Copy of most recent deed, including legal description, for all affected properties
- Certified survey map or relevant portion of the recorded plat map (*if referenced in the legal description*) for all affected properties
- County Parcel ID number, *if used for county*, for all affected properties #220005800, 220006400
- Location Map which outlines all properties within contaminated site boundaries on USGS topographic map or plat map in sufficient detail to permit the parcels to be located easily (8.5x14" if paper copy). If groundwater standards are exceeded, the map must also include the location of all municipal and potable wells within 1200' of the site.
- Detailed Site Map(s) for all affected properties, showing buildings, roads, property boundaries, contaminant sources, utility lines, monitoring wells and potable wells. (8.5x14", if paper copy) This map shall also show the location of all contaminated public streets, highway and railroad rights-of-way in relation to the source property and in relation to the boundaries of groundwater contamination exceeding ch. NR 140 ESs and soil contamination exceeding ch. NR 720 generic or SSRCLs.
- Tables of Latest Groundwater Analytical Results (no shading or cross-hatching)
- Tables of Latest Soil Analytical Results (no shading or cross-hatching)
- Isoconcentration map(s), *if required for site investigation (SI)* (8.5x14" if paper copy). The isoconcentration map should have flow direction and extent of groundwater contamination defined. If not available, include the latest extent of contaminant plume map.
- GW: Table of water level elevations, with sampling dates, and free product noted if present
- GW: Latest groundwater flow direction/monitoring well location map (should be 2 maps if maximum variation in flow direction is greater than 20 degrees)
- SOIL: Latest horizontal extent of contamination exceeding generic or SSRCLs, with one contour
- Geologic cross-sections, *if required for SI*. (8.5x14" if paper copy) na
- RP certified statement that legal descriptions are complete and accurate
- Copies of off-source notification letters (if applicable)
- Letter informing ROW owner of residual contamination (if applicable)(public, highway or railroad ROW)

→ Casey Jones Oshkosh



State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

Jim Doyle, Governor
Scott Hassett, Secretary
Ronald W. Kazmierczak, Regional Director

Oshkosh Service Center
625 E. CTY Y, Suite 700
Oshkosh, Wisconsin 54901-9731
Telephone 920-424-3050
FAX 920-424-4404

August 25, 2006

Germaine Kaphingst
475 W. Highland Park Ave
Apt #1027
Appleton, WI 54911

Subject: **Final Case Closure with Conditions Met**
Kaphingst Property, 102 N. Main St., Black Creek, WI
WDNR BRRTS# 02-45-184362

Dear Mrs. Kaphingst:

On March 16, 2006, the Northeast Regional Closure Committee reviewed the above referenced case for closure. This committee reviews environmental remediation cases for compliance with state laws and standards to maintain consistency in the closure of these cases. At that time the case was denied closure because a deed restriction had not yet been filed to address the remaining soil contamination. However on June 3, 2006 legislation was passed that eliminates the deed restriction requirement. On August 24, 2006 your consultant provided the monitoring well abandonment forms. Based on the correspondence and data provided, it appears that your case meets the requirements of ch. NR 726, Wisconsin Administrative Code. **The Department considers this case closed and no further investigation or remediation is required at this time.**

Please be aware that pursuant to s. 292.12 Wisconsin Statutes, compliance with the requirements of this letter is a responsibility to which the current property owner and any subsequent property owners must adhere. If these requirements are not followed or if additional information regarding site conditions indicates that contamination on or from the site poses a threat to public health, safety, welfare, or the environment, the Department may take enforcement action under s. 292.11 Wisconsin Statutes to ensure compliance with the specified requirements, limitations or other conditions related to the property or this case may be reopened pursuant to s. NR 726.09, Wis. Adm. Code. It is the Department's intent to conduct inspections in the future to ensure that the conditions included in this letter including compliance with referenced maintenance plans are met.

Pursuant to s. 292.12(2)(a), Wis. Stats., the pavement and buildings that currently exist in the location shown on the attached map entitled "Site Plan View" shall be maintained in compliance with the attached "Cap Maintenance Plan," dated July 7, 2006, in order to minimize the infiltration of water and prevent additional groundwater contamination that would violate the groundwater quality standards in ch. NR 140, Wis. Adm. Code, and to

prevent direct contact with residual soil contamination that might otherwise pose a threat to human health. If soil on the property is excavated in the future, the property owner at the time of excavation must sample and analyze the excavated soil to determine if residual contamination remains. If sampling confirms that contamination is present the property owner at the time of excavation will need to determine whether the material would be considered solid or hazardous waste and ensure that any storage, treatment or disposal is in compliance with applicable statutes and rules. In addition, all current and future owners and occupants of the property need to be aware that excavation of the contaminated soil may pose an inhalation or other direct contact hazard and as a result special precautions may need to be taken during excavation activities to prevent a health threat to humans.

The following activities are prohibited on any portion of the property where pavement and building structures are required as shown on the attached "Site Plan View" map unless prior written approval has been obtained from the Wisconsin Department of Natural Resources: 1) removal of the existing barrier; 2) replacement with another barrier; 3) excavating or grading of the land surface; 4) filling on capped or paved areas; 5) plowing for agricultural cultivation; or 6) construction or placement of a building or other structure.

Your site will be listed on the DNR Remediation and Redevelopment GIS Registry of Closed Remediation Sites. Information that was submitted with your closure request application will be included on the GIS Registry. To review the sites on the GIS Registry web page, visit <http://dnr.wi.gov/org/aw/rr/gis/index.htm>.

The Department appreciates your efforts to restore the environment at this site. If you have any questions regarding this closure decision or anything outlined in this letter, please contact Casey Jones at 920-303-5424.

Sincerely,

A handwritten signature in black ink, appearing to read "BG Urben". The signature is stylized and written in a cursive-like font.

Bruce G. Urben
Northeast Remediation & Redevelopment Team Supervisor

Enclosures: Cap maintenance plan & site map

Electronic copy: Nicholas Glander, Shaw
Jennifer Borski, WDNR Project Manager

July 7, 2006

Ms. Casey Jones
Wisconsin Department of Natural Resources
625 E. County Road Y, Suite 700
Oshkosh, Wisconsin 54901

Re: Cap Maintenance Plan
Kaphingst Property
102 N. Main St.
Black Creek, Wisconsin
WDNR BRRTS # 02-45-184362

Dear Ms. Jones:

The following constitutes a Cap Maintenance Plan for the referenced property. The Cap Maintenance Plan serves as the final remedy to address the residual soil contamination. Currently the shallow residual soil contamination is covered by buildings and associated asphalt and concrete area. It will be the responsibility of the property owner to inspect the barrier cap on an annual basis in spring and oversee maintenance to insure direct contact with residual shallow soil contamination is not possible. In addition, the Wisconsin Department of Natural Resources will be contacted by the property owner prior to conducting the following activities: (1) Excavating or grading of the land surface; (2) Filling on capped areas and areas with impervious surfaces; (3) Plowing for agricultural cultivation; and (4) Construction or installation of a building or other structure with a foundation that would sit on or be placed within the cap or impervious surface.

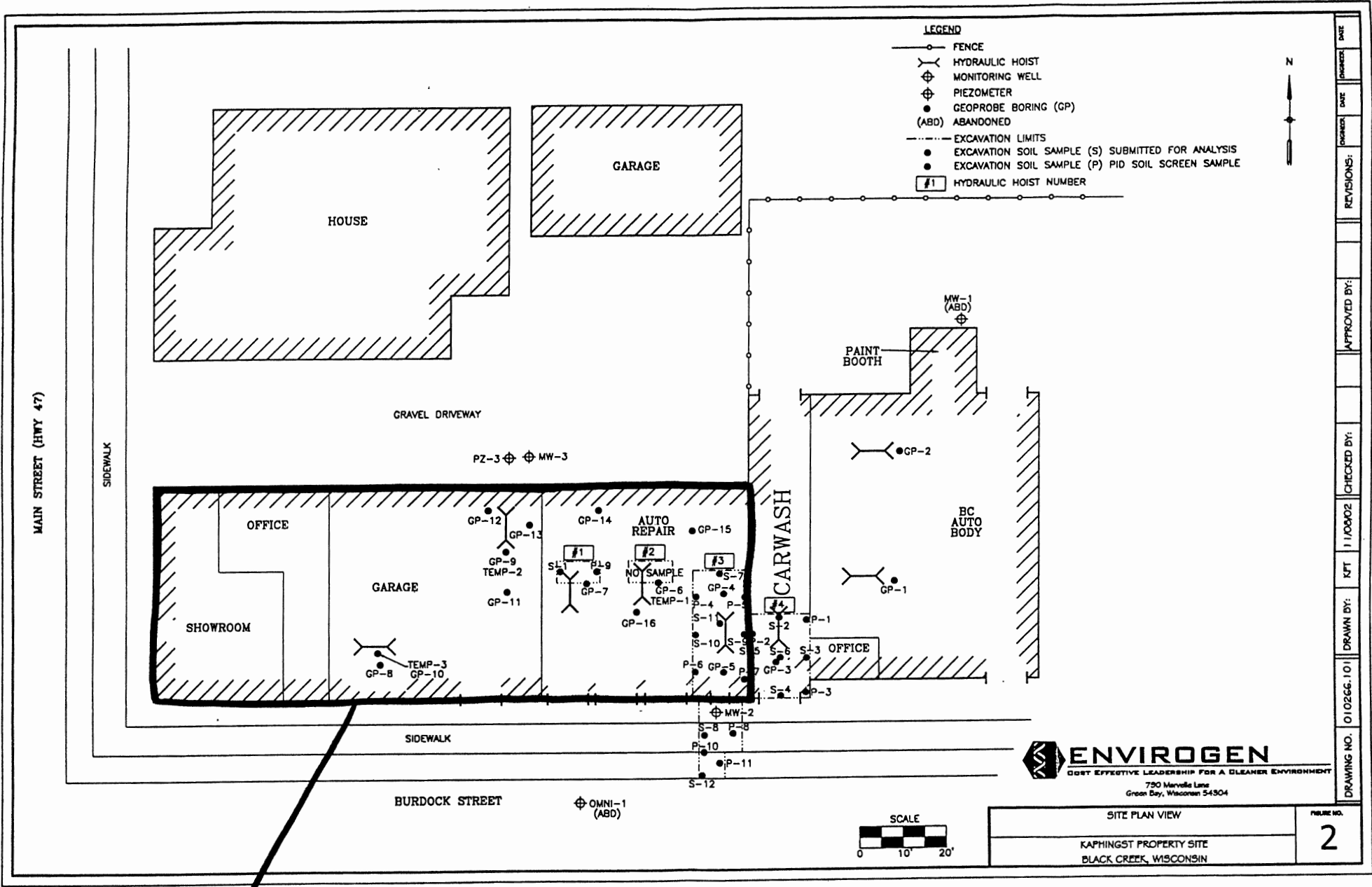
If you should have any questions or require additional information please do not hesitate to contact Matt Oberhofer at (920)497-8910.

Sincerely,



Nicholas Glander
Environmental Specialist

Cc: Ms. Kaphingst



DATE	
DESIGNED BY	
CHECKED BY	
APPROVED BY	
REVISIONS:	
DATE	
PROJECT	
NO.	
1/10/02	
KFT	
DRAWN BY	
010266.101	
DRAWING NO.	

ENVIROGEN
 BEST EFFECTIVE LEADERSHIP FOR A CLEANER ENVIRONMENT
 790 Mervella Lane
 Green Bay, Wisconsin 54304



SITE PLAN VIEW
 KAPHINGST PROPERTY SITE
 BLACK CREEK, WISCONSIN

FIGURE NO.
2

CAP AREA



State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

Jim Doyle, Governor
Scott Hassett, Secretary
Ronald W. Kazmierczak, Regional Director

Oshkosh Service Center
625 E. CTY Y, Suite 700
Oshkosh, Wisconsin 54901-9731
Telephone 920-424-3050
FAX 920-424-4404

March 23, 2006

Germaine Kaphingst
1718 North Blossom Drive
Appleton, WI 54914-1861

Subject: Case Closure Denial for Deed Restriction
Kaphingst Property, 102 N. Main St., Black Creek, WI
WDNR BRRTS# 02-45-184362

Dear Mrs. Kaphingst:

On March 16, 2006, the Northeast Regional Closure Committee reviewed your request for closure of the case described above. The Northeast Regional Closure Committee reviews environmental remediation cases for compliance with state rules and statutes to maintain consistency in the closure of these cases. After careful review of your closure request, the closure committee has denied closure because additional requirements must be met. The purpose of this letter is to inform you of the remaining requirements for obtaining closure.

Your site was denied closure because no deed restriction was provided, which is required in order to comply with state law and administrative codes. It appears your site has been adequately investigated and may be eligible for case closure if certain minimum closure requirements are met. Once you complete the tasks below, your site will be reconsidered for closure.

DEED RESTRICTION FOR CONTAMINATED SOIL

To close this site, the Department requires that a deed restriction be signed and recorded to address remaining soil and groundwater contamination associated with the site. The purpose of a deed restriction at this site is to maintain a surface barrier over the remaining soil contamination for the protection of groundwater.

You will be sent the deed restriction after the Department has completed its review. You will then need to sign it if you own the property, or have the appropriate property owner sign it, and have it recorded by the Outagamie County Register of Deeds. **Then you must submit a copy of the recorded document, with the recording information stamped on it, to me within 60 days of receiving the final, approved deed document from the Department.** Please be aware that if a deed restriction is recorded for the wrong property because of an inaccurate legal description or parcel identification number that you have provided, you will be responsible for recording corrected documents at the Register of Deeds Office.

MAINTENANCE PLAN

To close this site, the Department requires that the pavement and building structures at the site must be maintained to protect groundwater. The cover is to be maintained in accordance with a plan prepared and submitted to the Department pursuant to s. NR 724.13(2), Wis. Adm. Code. The maintenance plan should be submitted to me within 30 days of this letter for Department review and approval.

4606881

DOCUMENT NO. AFFIDAVIT OF CORRECTION

THIS FORM IS INTENDED TO CORRECT SCRIVENER'S ERRORS.

THIS FORM SHOULD NOT BE USED FOR THE FOLLOWING PURPOSES WITHOUT THE NOTARIZED SIGNATURES OF THE GRANTOR/GRANTEE*

- Altering boundary lines
Altering title/ownership
Adding property
Deleting property

AFFIANT, hereby swears or affirms that the attached document recorded on the 29th day of May, 2003 (year) in volume , page , as document no. 1546959 and was recorded in the Register of Deeds of Outagamie

County State of WI, contained the following error (if more space is needed, please attach an addendum):
All of Lot One (1) of Certified Survey Map No. 4401 filed August 30, 2002 at 10:00 a.m. in Volume 24 of Certified Survey Maps on page 4401 as Document Number 1483230, Outagamie County Registry.
AND
All that part of the Northwest Quarter of the Northwest Quarter of Section 16, Township 23 North, Range 17 East, VILLAGE OF BLACK CREEK, Outagamie County, Wisconsin, described as follows, to-wit: Commencing 33 feet East and 30 feet South of the Northwest corner of the Northwest Quarter of the Northwest Quarter of Section 16, Township 23 North, Range 17 East, thence East 150 feet; thence South 120 feet, thence West 150 feet, thence North 120 feet to the place of beginning. Less and Excepting the West 89 feet of the South 54 feet thereof.
AND
Lot One (1), Block One (1), in CLARK'S ADDITION, to the Village of Black Creek, Outagamie County, Wisconsin.

The correction is as follows (if more space is needed, please attach an addendum):
All of Lot One (1) of Certified Survey Map No. 4401 filed August 30, 2002 at 10:00 a.m. in Volume 24 of Certified Survey Maps on page 4401 as Document Number 1483230, Outagamie County Registry.
AND
All that part of the Northwest Quarter of the Northwest Quarter of Section 16, Township 23 North, Range 17 East, VILLAGE OF BLACK CREEK, Outagamie County, Wisconsin, described as follows, to-wit: Commencing 33 feet East and 30 feet South of the Northwest corner of the Northwest Quarter of the Northwest Quarter of Section 16, Township 23 North, Range 17 East, thence East 150 feet; thence South 120 feet, thence West 150 feet, thence North 120 feet to the place of beginning. Less and Excepting the West 89 feet of the South 54 feet thereof.
AND
Lot One (1), Block One (1), in CLARK'S ADDITION, to the Village of Black Creek, Outagamie County, Wisconsin, less the West 5 feet thereof.

A complete original or copy of the original document should be attached.

Dated this 5TH day of APRIL, 2004.

[Signature]
Affiant's Signature (type name below)

* Perry D. Pierre

[Signature]
Grantor's Signature (type name below)

* Germaine Kaphingst a/k/a Germaine A. Kaphingst

Grantor's Signature (type name below)

*

Attorney Perry D. Pierre
Pierre & Sweeney Law Offices
Drafted by: Seymour, WI 54165

OUTAGAMIE COUNTY
RECEIVED FOR RECORD

APR 12 2004
AT 3 O'CLOCK A.M. P.M.
JANICE FLENZ
REGISTER OF DEEDS

RECORDING AREA
NAME AND RETURN ADDRESS
PIERRE & SWEENEY LAW OFFICES
307 SOUTH MAIN STREET
P.O. BOX 238
SEYMOUR, WI 54165
22-0-0058-00-4, 22-0-0161-00-4 &
Pin: 22-0-0421-01-4

pt 115.00

[Signature]
Grantee's Signature (type name below)

* Gary L. Kaphingst, G&K INVESTMENT CO., LLC

Grantee's Signature (type name below)

*

STATE OF WISCONSIN
COUNTY OF OUTAGAMIE)SS.

Subscribed and sworn to (or affirmed) before me this 5th day of April, 2004

[Signature] (type name below)

Notary Public, State of WISCONSIN
My Commission expires 5-28-2006

*Grantor/Grantee as described in Wisconsin State Statutes 706.01(6) WRDA/WRPLA version V1 - 10/06/2000 INFO-PRO (800)855-2021 www.infoproforms.com

1059

1546959

STATE BAR OF WISCONSIN FORM 11 - 1982

LAND CONTRACT

Individual and Corporate
(TO BE USED FOR ALL TRANSACTIONS WHERE
OVER \$25,000 IS FINANCED AND IN OTHER
NON-CONSUMER ACT TRANSACTIONS)

Document Number

OUTAGAMIE COUNTY
RECEIVED FOR RECORD

MAY 29 2003

AT 3:30
O'CLOCK A.M. P.M.
JANICE FLENZ
REGISTER OF DEEDS

CONTRACT, by and between GERMAINE KAPHINGST a/k/a
GERMAINE A. KAPHINGST, a single woman

("Vendor", whether one or more) and GLK INVESTMENT CO., LLC

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

Recording Area

Name and Return Address
Pierre & Sweeney Law Offices
307 South Main Street
Seymour, WI 54165

pd
1300

22-0-0058-00-4, 22-0-0161-00-4 &
22-0-0421-01-4

(Parcel Identification Number)

All of Lot One (1) of Certified Survey Map No. 4401 filed August 30, 2002 at 10:00 a.m. in Volume 24 of Certified Survey
Maps on page 4401 as Document Number 1483230, Outagamie County Registry.

AND
All that part of the Northwest Quarter of the Northwest Quarter of Section 16, Township 23 North, Range 17 East, VILLAGE
OF BLACK CREEK, Outagamie County, Wisconsin, described as follows, to-wit: Commencing 33 feet East and 30 feet
South of the Northwest corner of the Northwest Quarter of the Northwest Quarter of Section 16, Township 23 North, Range 17
East, thence East 150 feet; thence South 120 feet, thence West 150 feet, thence North 120 feet to the place of beginning. Less
and Excepting the West 89 feet of the South 54 feet thereof.

AND
Lot One (1), Block One (1), in CLARK'S ADDITION, to the Village of Black Creek, Outagamie County, Wisconsin.

TRANSFER
\$ 300.00
FEE

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

Purchaser agrees to purchase the Property and to pay to Vendor at 1718 N. Blossom Dr., Appleton, WI 54914
the sum of \$ 100,000.00 in the following manner: (a) \$ 20,700.00
at the execution of this Contract; and (b) the balance of \$ 79,300.00, together with interest from date
hereof on the balance outstanding from time to time at the rate of 5 % percent per annum as follows:

Payment of \$700.00 per month commencing on 4-18-2003, and on the 18th day of each month thereafter during the term
of the contract. The term of the contract will be for 12 years and 9 months. The initial interest rate of 5% shall remain
in effect until the 6th anniversary date of the contract (3-18-09) at which time it will be renegotiated according to the
following formula: The interest rate as renegotiated will be no less than 5% but no more than 1% above the rate then
being paid on the longest term of certificates of deposit offered by M&I Bank, Black Creek, Wisconsin, or its successor
in interest. In the event of a change in the interest rate, the amortization of the then remaining balance shall be

Provided, however, the entire outstanding balance shall be paid in full on or before the 18 day of
December, 2015 (the maturity date).

Following any default in payment, interest shall accrue at the rate of 7 % per annum on the entire amount
in default (which shall include, without limitation, delinquent interest and, upon acceleration or maturity, the entire principal
balance). redetermined with an adjustment of the monthly payment to provide for full payment of the entire
outstanding principal balance on or before 12-18-2015.

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

Payments shall be applied first to interest on the unpaid balance at the rate specified and then to principal.
Any amount may be prepaid without premium or fee upon principal at any time after April 18, 2003)
~~the day before the date of principal without the consent of Vendor.~~

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

Purchaser states that Purchaser is satisfied with the title as shown by the title evidence submitted to Purchaser for examination
except: The interest rate as adjusted, shall remain in effect for the duration of the contract term. Real estate taxes for
the year 2003 will be prorated between the parties upon the receipt of the actual 2003 real estate tax bills, with the
vendor being responsible for 77 days of the year, and the purchaser being responsible for 288 days of the year 2003.
Purchaser will be responsible for all subsequent years real estate taxes during the term of the contract. This contract
shall not be assignable without the expressed written consent of both the vendor and purchaser.

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

Purchaser shall be entitled to take possession of the Property on April 18, 2003

* Cross out one.

Purchaser promises to pay when due all taxes and assessments levied on the Property or upon Vendor's interest in it and to deliver to Vendor on demand receipts showing such payment.
 Purchaser shall keep the improvements on the Property insured against loss or damage occasioned by fire, extended coverage perils and such other hazards as Vendor may require, without co-insurance, through insurers approved by Vendor, in the sum of \$ 100,000.00, but Vendor shall not require coverage in an amount more than the balance owed under this Contract. Purchaser shall pay the insurance premiums when due. The policies shall contain the standard clause in favor of the Vendor's interest and, unless Vendor otherwise agrees in writing, the original of all policies covering the Property shall be deposited with Vendor. Purchaser shall promptly give notice of loss to insurance companies and Vendor. Unless Purchaser and Vendor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided the Vendor deems the restoration or repair to be economically feasible.
 Purchaser covenants not to commit waste nor allow waste to be committed on the Property, to keep the Property in good tenantable condition and repair, to keep the Property free from liens superior to the lien of this Contract, and to comply with all laws, ordinances and regulations affecting the Property.
 Vendor agrees that in case the purchase price with interest and other moneys shall be fully paid and all conditions shall be fully performed at the times and in the manner above specified, Vendor will on demand, execute and deliver to the Purchaser, a Warranty Deed, in fee simple, of the Property, free and clear of all liens and encumbrances, except any liens or encumbrances created by the act or default of Purchaser, and except:

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

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

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

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

Vendor may waive any default without waiving any other subsequent or prior default of Purchaser.
 All terms of this Contract shall be binding upon and inure to the benefits of the heirs, legal representatives, successors and assigns of Vendor and Purchaser. (If not an owner of the Property the spouse of Vendor for a valuable consideration joins herein to release homestead rights in the subject Property and agrees to join in the execution of the deed to be made in fulfillment hereof.)

Dated this 18th day of March, 2003.

Germaine Kaphingst (SEAL)
 * Germaine Kaphingst a/k/a Germaine A. Vendor
 _____ (SEAL)
 * _____ Vendor

GLK Investment Co. LLC
Gary L. Kaphingst (SEAL)
 * Gary L. Kaphingst Purchaser
 _____ (SEAL)
 * _____ Purchaser

AUTHENTICATION

Signature(s) Germaine Kaphingst a/k/a Germaine A. Kaphingst and Gary L. Kaphingst

authenticated this 18th day of March, 2003

Perry D. Pierre
 * Perry D. Pierre

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

THIS INSTRUMENT WAS DRAFTED

Attorney Perry D. Pierre
Seymour, Wisconsin

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

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

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
 _____ County)

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

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

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



1837 West Wisconsin Ave.
P.O. Box 1297
Appleton, Wisconsin 54912-1297
Phone (920) 731-4168
Fax (920) 731-5673

JULY 10, 2002

GERMAINE KAPHINGST
1718 N. BLOSSOM DRIVE
APPLETON, WISCONSIN 54914

RE: A8911.54-02

EAST PARCEL TO BE QUIT CLAIMED:

PART OF LOT 13, BLOCK 6, OF THE ORIGINAL PLAT OF MIDDLEBURG, LOCATED IN THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 9, TOWNSHIP 23 NORTH, RANGE 17 EAST, VILLAGE OF BLACK CREEK, OUTAGAMIE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 13; THENCE S01°09'39"W, 21.25 FEET ALONG THE WEST RIGHT OF WAY LINE OF MAPLE STREET; THENCE N89°24'23"W, 150.87 FEET TO A POINT ON THE WEST LINE OF SAID LOT 13; THENCE N01°14'33"W, 22.12 FEET ALONG SAID WEST LINE TO A POINT ON THE NORTH LINE OF SAID LOT 13; THENCE S89°04'46"E, 150.83 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 3,271 SQUARE FEET (0.0751 ACRES) OF LAND MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

WEST PARCEL TO BE QUIT CLAIMED:

PART OF LOT 7, BLOCK 6, OF THE ORIGINAL PLAT OF MIDDLEBURG, LOCATED IN THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 9, TOWNSHIP 23 NORTH, RANGE 17 EAST, VILLAGE OF BLACK CREEK, OUTAGAMIE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 7; THENCE S89°04'46"E, 150.92 FEET ALONG THE NORTH LINE OF SAID LOT 7 TO THE EAST LINE OF SAID LOT 7; THENCE S01°14'33"W, 16.78 FEET ALONG SAID EAST LINE; THENCE N89°01'17"W, 0.31 FEET; THENCE S00°58'43"W, 18.06 FEET; THENCE N89°04'45"W, 150.73 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF MAIN STREET (S.T.H. "47"); THENCE N01°19'28"E, 34.84 FEET ALONG SAID EAST RIGHT OF WAY LINE TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 5,254 SQUARE FEET (0.1206 ACRES) OF LAND MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

CERTIFIED SURVEY MAP NO. _____

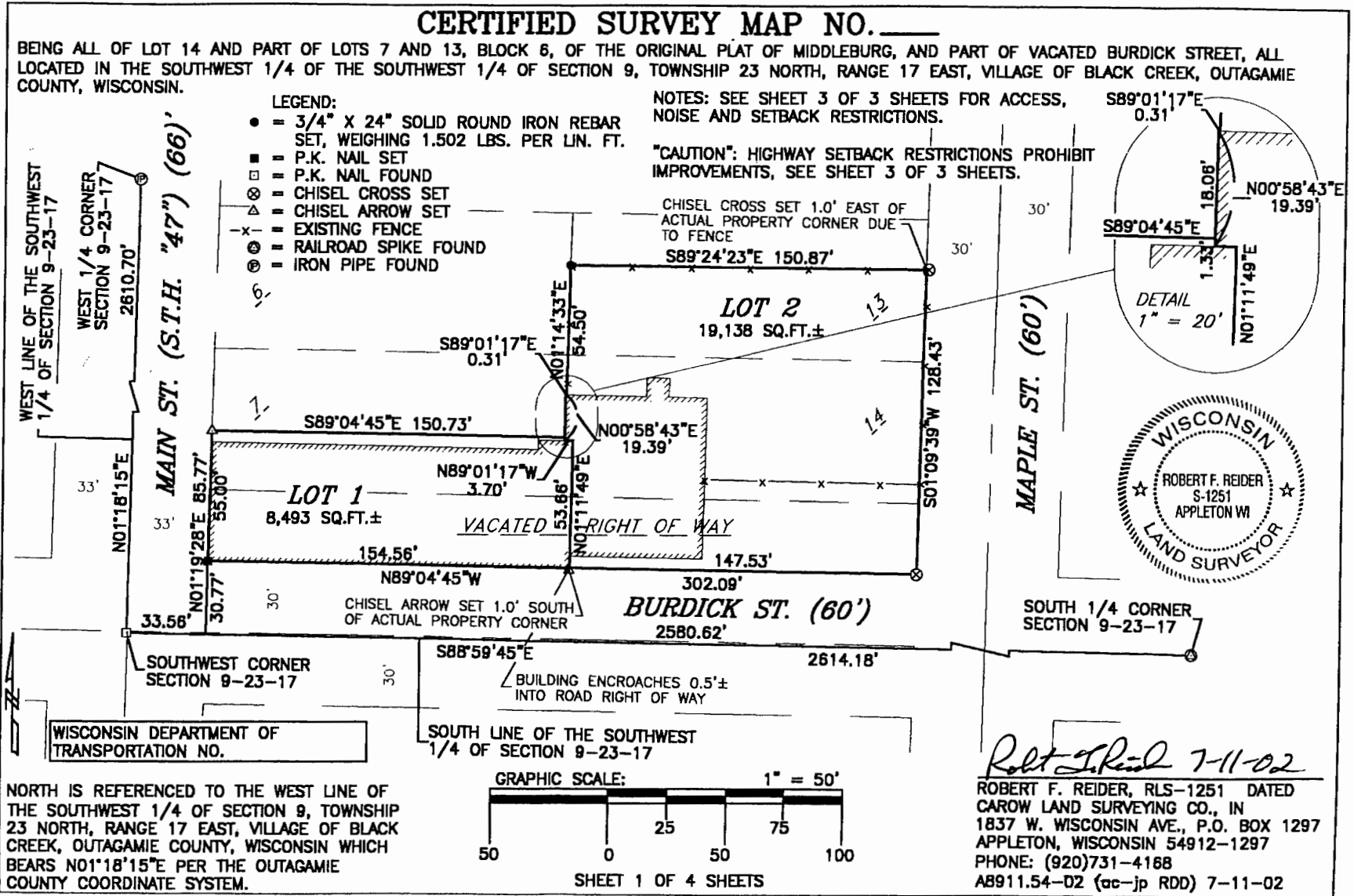
BEING ALL OF LOT 14 AND PART OF LOTS 7 AND 13, BLOCK 6, OF THE ORIGINAL PLAT OF MIDDLEBURG, AND PART OF VACATED BURDICK STREET, ALL LOCATED IN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 23 NORTH, RANGE 17 EAST, VILLAGE OF BLACK CREEK, OUTAGAMIE COUNTY, WISCONSIN.

LEGEND:

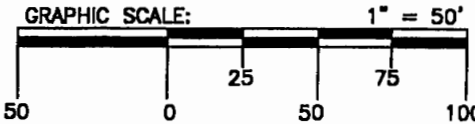
- = 3/4" X 24" SOLID ROUND IRON REBAR SET, WEIGHING 1.502 LBS. PER LIN. FT.
- = P.K. NAIL SET
- = P.K. NAIL FOUND
- ⊗ = CHISEL CROSS SET
- ⊠ = CHISEL ARROW SET
- x- = EXISTING FENCE
- ⊕ = RAILROAD SPIKE FOUND
- ⊖ = IRON PIPE FOUND

NOTES: SEE SHEET 3 OF 3 SHEETS FOR ACCESS, NOISE AND SETBACK RESTRICTIONS.

"CAUTION": HIGHWAY SETBACK RESTRICTIONS PROHIBIT IMPROVEMENTS, SEE SHEET 3 OF 3 SHEETS.



NORTH IS REFERENCED TO THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 23 NORTH, RANGE 17 EAST, VILLAGE OF BLACK CREEK, OUTAGAMIE COUNTY, WISCONSIN WHICH BEARS N01°18'15"E PER THE OUTAGAMIE COUNTY COORDINATE SYSTEM.



Robert F. Reider 7-11-02
 ROBERT F. REIDER, RLS-1251 DATED
 CAROW LAND SURVEYING CO., IN
 1837 W. WISCONSIN AVE., P.O. BOX 1297
 APPLETON, WISCONSIN 54912-1297
 PHONE: (920)731-4168
 AB911.54-02 (cc-jp RDD) 7-11-02



CERTIFIED SURVEY MAP NO. _____

SURVEYOR'S CERTIFICATE:

I, ROBERT F. REIDER, REGISTERED WISCONSIN LAND SURVEYOR, CERTIFY THAT I HAVE SURVEYED, DIVIDED AND MAPPED ALL OF LOT 14 AND PART OF LOTS 7 AND 13, BLOCK 6, OF THE ORIGINAL PLAT OF MIDDLEBURG AND PART OF VACATED BURDICK STREET, ALL LOCATED IN THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 9, TOWNSHIP 23 NORTH, RANGE 17 EAST, VILLAGE OF BLACK CREEK, OUTAGAMIE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SECTION 9; THENCE S88°59'45"E, 33.56 FEET ALONG THE SOUTH LINE OF THE SOUTHWEST ¼ OF SECTION 9 TO A POINT ON THE SOUTHERLY EXTENSION OF THE EAST RIGHT OF WAY LINE OF MAIN STREET (S.T.H. "47"); THENCE N01°19'28"E, 30.77 FEET ALONG SAID SOUTHERLY EXTENSION TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF BURDICK STREET AND THE POINT OF BEGINNING; THENCE CONTINUING N01°19'28"E, 55.00 FEET ALONG SAID EAST RIGHT OF WAY LINE; THENCE S89°04'45"E, 150.73 FEET; THENCE N00°58'43"E, 18.06 FEET; THENCE S89°01'17"E, 0.31 FEET TO A POINT ON THE WEST LINE OF SAID LOT 14; THENCE N01°14'33"E, 54.50 FEET ALONG SAID WEST LINE AND THE WEST LINE OF SAID LOT 13; THENCE S89°24'23"E, 150.87 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF MAPLE STREET; THENCE S01°09'39"W, 128.43 FEET ALONG SAID WEST RIGHT OF WAY LINE TO A POINT ON THE NORTH RIGHT OF WAY LINE OF BURDICK STREET; THENCE N89°04'45"W, 302.09 FEET ALONG SAID NORTH RIGHT OF WAY LINE TO THE POINT OF BEGINNING. SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

THAT I HAVE MADE SUCH SURVEY UNDER THE DIRECTION OF GERMAINE KAPHINGST, 1718 N. BLOSSOM DRIVE, APPLETON, WISCONSIN 54914.

THAT THIS MAP IS A CORRECT REPRESENTATION OF THE EXTERIOR BOUNDARY LINES OF THE LAND SURVEYED.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236.34 OF THE WISCONSIN STATUTES AND THE SUBDIVISION ORDINANCE OF THE VILLAGE OF BLACK CREEK.



Robert F. Reider 7-10-02
 ROBERT F. REIDER RLS-1251 DATED
 CAROW LAND SURVEYING CO., INC.
 1837 W. WISCONSIN AVE., P.O. BOX 1297
 APPLETON, WISCONSIN 54912-1297
 A8911.54-02 (ac-jp RDD) 7-10-02 920-731-4168

TREASURER'S CERTIFICATE:

I HEREBY CERTIFY THAT THERE ARE NO UNPAID TAXES OR UNPAID SPECIAL ASSESSMENTS ON ANY OF THE LAND INCLUDED ON THIS CERTIFIED SURVEY MAP.

 VILLAGE TREASURER DATED _____ COUNTY TREASURER DATED _____

VILLAGE BOARD RESOLUTION:

BE IT RESOLVED THAT THIS CERTIFIED SURVEY MAP IN THE VILLAGE OF BLACK CREEK, IS HEREBY APPROVED BY THE VILLAGE OF BLACK CREEK ON THIS _____ DAY OF _____, 2002.

 VILLAGE PRESIDENT DATED _____ VILLAGE CLERK DATED _____

CERTIFIED SURVEY MAP NO. _____

OWNER'S CERTIFICATE:

AS OWNER (S), I (WE) CERTIFY THAT I (WE) CAUSED THE LANDS DESCRIBED ON THIS CERTIFIED SURVEY MAP TO BE SURVEYED, DIVIDED AND MAPPED AS REPRESENTED HEREON. I (WE) FURTHER CERTIFY THAT THIS MAP IS REQUIRED BY S.236.10 OR S.236.12 OF THE WISCONSIN STATUTES TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION: VILLAGE OF BLACK CREEK, DEPARTMENT OF TRANSPORTATION.

GERMAINE KAPHINGST

STATE OF WISCONSIN)

)SS

OUTAGAMIE COUNTY)

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 2002, THE ABOVE NAMED PERSON (S), TO ME KNOW TO BE THE PERSON (S) WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED THE FOREGOING INSTRUMENT.

NOTARY PUBLIC

MY COMMISSION EXPIRES _____.



Robert F. Reider 7-10-02
ROBERT F. REIDER, RLS-1251 DATED
CAROW LAND SURVEYING CO., INC. .
P.O. BOX 1297, 1837 W. WISCONSIN AVE.
APPLETON, WISCONSIN 54912-1297
PHONE: (920)730-4168
A8911.54-02 (ac-jp RDD) 7-10-02

SHEET 3 OF 4 SHEETS



CERTIFIED SURVEY MAP NO. _____

ACCESS RESTRICTION:

ALL LOTS ARE HEREBY RESTRICTED SO THAT NO OWNER, POSSESSOR, USER, LICENSEE OR OTHER PERSON MAY HAVE ANY RIGHT OF DIRECT VEHICULAR INGRESS FROM OR EGRESS TO ANY HIGHWAY LYING WITHIN THE RIGHT-OF-WAY OF S.T.H. "47" OR MAIN STREET, IT IS EXPRESSLY INTENDED THAT THIS RESTRICTION CONSTITUTE A RESTRICTION FOR THE BENEFIT OF THE PUBLIC AS PROVIDED IN S.236.293, STATS., AND SHALL BE ENFORCEABLE BY THE DEPARTMENT OR ITS ASSIGNS. ANY ACCESS SHALL BE ALLOWED ONLY BY SPECIAL EXCEPTION. ANY ACCESS ALLOWED BY SPECIAL EXCEPTION SHALL BE CONFIRMED AND GRANTED ONLY THROUGH THE DRIVEWAY PERMITTING PROCESS AND ALL PERMITS ARE REVOCABLE.

SETBACK RESTRICTION:

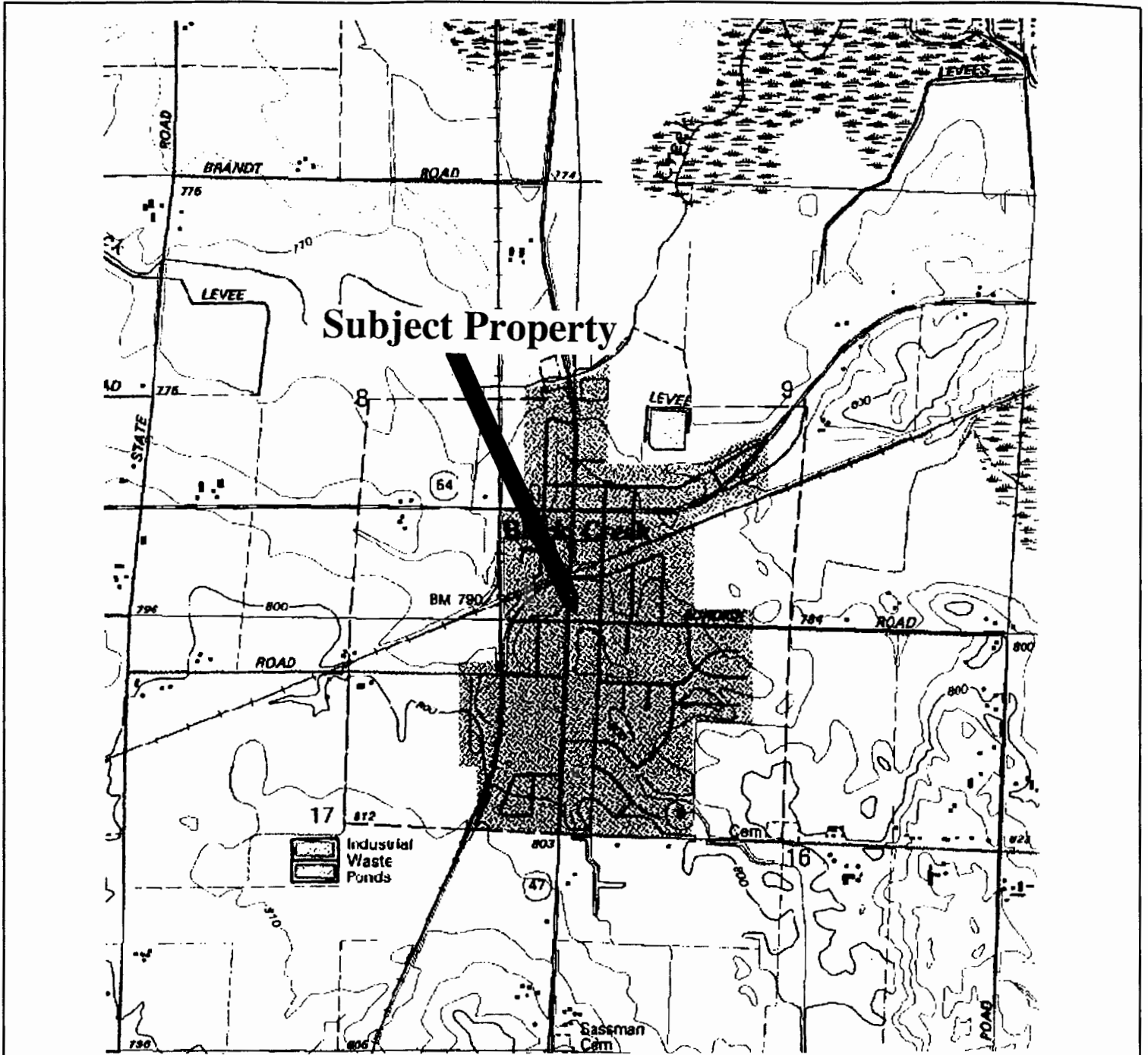
"NO IMPROVEMENTS OR STRUCTURES ARE ALLOWED BETWEEN THE RIGHT-OF-WAY LINE AND THE HIGHWAY SETBACK LINE. IMPROVEMENTS AND STRUCTURES INCLUDING, BUT ARE NOT LIMITED TO SIGNS, PARKING AREAS, DRIVEWAYS, WELLS, SEPTIC SYSTEMS, DRAINAGE FACILITIES, BUILDINGS AND RETAINING WALLS. IT IS EXPRESSLY INTENDED THAT THIS RESTRICTION IS FOR THE BENEFIT OF THE PUBLIC AS PROVIDED IN SECTION 236.293, WISCONSIN STATUTES, AND SHALL BE ENFORCEABLE BY THE WISCONSIN DEPARTMENT OF TRANSPORTATION OR ITS ASSIGNS. CONTACT THE WISCONSIN DEPARTMENT OF TRANSPORTATION FOR MORE INFORMATION. THE PHONE NUMBER MAY BE OBTAINED BY CONTACTING THE COUNTY HIGHWAY DEPARTMENT."

NOISE ABATEMENT NOTE:

"THE LOTS OF THIS LAND DIVISION MAY EXPERIENCE NOISE AT LEVELS EXCEEDING THE LEVELS IN S. TRANS. 405.04, TABLE 1. THESE LEVELS ARE BASED ON FEDERAL STANDARDS. THE DEPARTMENT OF TRANSPORTATION IS NOT RESPONSIBLE FOR ABATING NOISE FROM EXISTING STATE TRUNK HIGHWAYS OR CONNECTING HIGHWAYS, IN THE ABSENCE OF ANY INCREASE BY THE DEPARTMENT TO THE HIGHWAY'S THROUGH-LANE CAPACITY.



Robert F. Reider 7-11-02
 ROBERT F. REIDER, RLS-1251 DATED
 CAROW LAND SURVEYING CO., INC.
 P.O. BOX 1297, 1837 W. WISCONSIN AVE.
 APPLETON, WISCONSIN 54912-1297
 PHONE: (920)730-4168
 A8911.54-02 (ac-jp RDD) 7-10-02

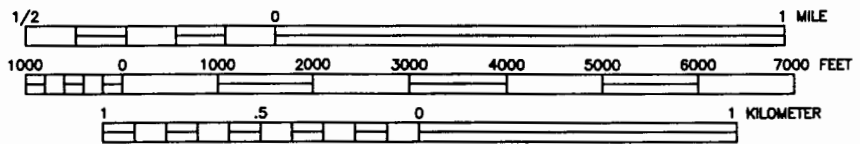


(USGS 1992)
BLACK CREEK QUADRANGLE

SCALE
1:24000



LOCATION



CONTOUR INTERVAL 10 FEET



						KAPHINGST PROPERTY SITE BLACK CREEK, WISCONSIN			
						FIGURE 1 SITE LOCATION MAP			
DESIGNED BY		HMG		11/09/05		CHECKED BY			
DRAWN BY		KFK		11/09/05		APPROVED BY			
SIZE:		SCALE:		DRAWING NO.		SHEET NO.		REVISION NO.	
A		AS SHOWN		010266.401		1 OF 1		0	
REV	DATE	BY	CHK'D	APR'VD	DESCRIPTION/ISSUE				



Legend	
	Municipal Well Locations

		KAPHINGST PROPERTY SITE BLACK CREEK, WISCONSIN			
		FIGURE 5 MUNICIPAL WELL LOCATIONS			
DESIGNED BY	MRO	11/18/05	CHECKED BY		
DRAWN BY	KFK	11/18/05	APPROVED BY		
SIZE:	SCALE:	DRAWING NO.	SHEET NO.	REVISION NO.	
A	AS SHOWN	010266.405	1 OF 1	0	

MAIN STREET (HWY 47)

SIDEWALK

HOUSE

GARAGE

GRAVEL DRIVEWAY

PZ-3 MW-3

OFFICE

GARAGE

SHOWROOM

GP-8 GP-10
TEMP-3

GP-12 GP-13
GP-9 GP-11
TEMP-2

GP-14 GP-15
AUTO REPAIR
NO SAMPLE
GP-6 GP-7
TEMP-1
GP-16

CARWASH

PAINT BOOTH

MW-1 (ABD)

BC AUTO BODY

GP-2

GP-1

P-1

S-1 S-2 S-3 S-4 S-5 S-6 S-7 S-8 S-9 S-10 S-11 S-12

P-6 P-5 P-7 P-3 P-4 P-8 P-9 P-10 P-11

BURDOCK STREET

OMNI-1 (ABD)

LEGEND

- FENCE
- ⊗ HYDRAULIC HOIST
- ⊕ MONITORING WELL
- ⊙ PIEZOMETER
- GEOPROBE BORING (GP)
- (ABD) ABANDONED
- EXCAVATION LIMITS
- EXCAVATION SOIL SAMPLE (S) SUBMITTED FOR ANALYSIS
- EXCAVATION SOIL SAMPLE (P) PID SOIL SCREEN SAMPLE
- #1 HYDRAULIC HOIST NUMBER



REVISIONS:	ENGINEER	DATE
APPROVED BY:	ENGINEER	DATE
CHECKED BY:	ENGINEER	DATE
DRAWN BY:	KFT	11/08/02
DRAWING NO.:	010266.101	

ENVIROGEN
 COST EFFECTIVE LEADERSHIP FOR A CLEANER ENVIRONMENT
 790 Marvel Lane
 Green Bay, Wisconsin 54304

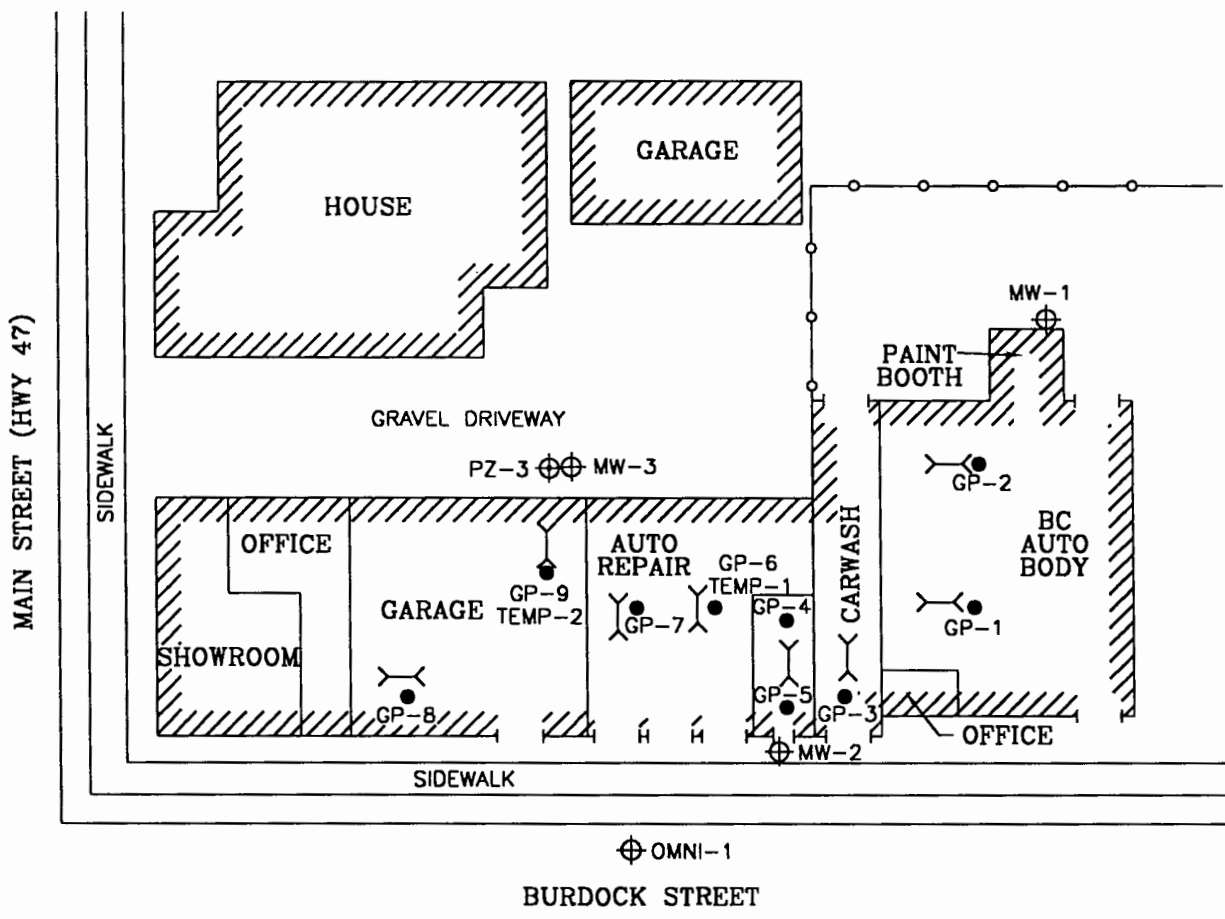


SITE PLAN VIEW
 KAPHINGST PROPERTY SITE
 BLACK CREEK, WISCONSIN

FIGURE NO
 1

LEGEND

- FENCE
- Y— HYDRAULIC HOIST
- ⊕ MONITORING WELL
- ⊕ PIEZOMETER
- GEOPROBE BORING



ENGINEER	DATE
ENGINEER	DATE
REVISIONS:	
APPROVED BY:	
CHECKED BY:	
RRT	10/25/00
DRAWN BY:	
DRAWING NO.	000190.1

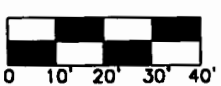


ENVIROGEN

COST EFFECTIVE LEADERSHIP FOR A CLEANER ENVIRONMENT

790 Marvella Lane
Green Bay, Wisconsin 54304

SCALE



Geoprobe boring/ Monitoring well Configuration	FIGURE NO. 2
KAPHINGST PROPERTY SITE BLACK CREEK, WISCONSIN	

TABLE 1
Groundwater Sample Laboratory Analytical Summary
VOC's
Kaphingst Property
Black Creek, Wisconsin

Monitoring Well	Date	Benzene	Ethylbenzene	Toluene	Total Xylenes	MTBE	1,2,4 TMB	1,3,5 TMB	p-Isopropyltoluene	MECL ₂	Isopropylbenzene	n-butylbenzene
MW-1	8/2/2000	<0.50	<5.0	<5.0	<5.0	<0.101	<5.0	<5.0	<5.0	<0.235	<5.0	<5.0
	9/18/2002	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD
	12/20/02	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD
	10/29/2003	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD
	4/21/2004	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD
	8/9/2004	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD
	12/28/2004	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD
3/24/2005	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD	
MW-2	8/2/2000	<0.50	<5.0	<5.0	<5.0	<0.101	<5.0	<5.0	<5.0	<0.235	<5.0	<5.0
	9/18/2002	<0.25	<0.53	<0.84	2.2	<0.87	1.6	<0.64	<0.58	<0.47	<0.66	<0.65
	12/20/02	<0.45	0.85	<0.68	<2.47	<0.43	10	7.8	NA	NA	NA	NA
	10/29/2003	<0.41	<0.54	<0.67	<2.63	<0.61	<0.97	<0.83	<0.67	<0.43	<0.59	<0.93
	4/21/2004	<0.41	<0.54	<0.67	<2.63	<0.61	<0.97	<0.83	<0.67	<0.43	<0.59	<0.93
	8/9/2004	<0.41	<0.54	<0.67	<2.63	<0.61	<0.97	<0.83	<0.67	<0.43	<0.59	<0.93
	12/28/2004	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
3/24/2005	<0.41	<0.54	<0.67	<2.63	<0.61	<0.97	<0.83	<0.67	<0.43	<0.59	<0.93	
MW-3	10/4/2000	<0.25	<0.12	<0.22	0.88	<0.53	<0.24	<0.26	<0.2	<0.35	<0.15	<0.29
	9/18/2002	<0.25	<0.53	<0.84	<1.83	<0.87	<0.69	<0.64	<0.58	<0.47	<0.66	<0.65
	12/20/02	<0.45	<0.82	<0.68	<2.47	<0.43	<0.92	<0.94	NA	NA	NA	NA
	10/29/2003	<0.41	<0.54	<0.67	<2.63	<0.61	<0.97	<0.83	<0.67	<0.43	<0.59	<0.93
	4/21/2004	<0.41	<0.54	<0.67	<2.63	<0.61	<0.97	<0.83	<0.67	<0.43	<0.59	<0.93
	8/9/2004	<0.41	<0.54	<0.67	<2.63	<0.61	<0.97	<0.83	<0.67	<0.43	<0.59	<0.93
	12/28/2004	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
3/24/2005	<0.41	<0.54	<0.67	<2.63	<0.61	<0.97	<0.83	<0.67	<0.43	<0.59	<0.93	
TEMP-1	8/2/2000	9.43	10.1	42.2	59.6	<0.101	<5.0	<5.0	<5.0	<0.235	<5.0	<5.0
	9/18/2002	11	8.8	<0.84	1.86	2.2	1.1	<0.64	<0.58	<0.47	<0.66	<0.65
	12/20/02	9.3	7.2	2.4	<2.47	2.5	<0.92	<0.94	NA	NA	NA	NA
	10/29/2003	5.4	14	1.6	<2.63	<0.61	<0.97	<0.83	<0.67	<0.43	0.73	<0.93
	4/21/2004	4.3	6	1.9	<2.9	<0.61	<0.97	<0.83	<0.67	<0.43	<0.59	<0.93
	8/9/2004	3.9	5	1.5	<2.63	0.7	<0.97	<0.83	<0.67	<0.43	<0.59	<0.93
	12/28/2004	2.8	1.9	<0.67	<2.63	<0.61	<0.97	<0.83	<0.67	<0.43	<0.59	<0.93
3/24/2005	1.4	2.6	1.4	<2.63	<0.61	<0.97	<0.83	<0.67	<0.43	<0.59	<0.93	
TEMP-2	8/2/2000	1.41	<5.0	<5.0	17.0	<0.101	55.4	18.1	<5.0	<0.235	<5.0	<5.0
	9/18/2002	1.8	7.2	<0.84	<1.83	<0.87	<0.69	16	<0.58	<0.47	2.9	<0.65
	12/20/02	0.45	1.3	2.8	5.0	3.2	4.7	2.2	NA	NA	NA	NA
	10/29/2003	1.6	5.7	1.0	<2.63	<0.61	7.9	1.7	<0.67	<0.43	1.6	<0.93
	4/21/2004	1.0	3.1	<0.67	<2.63	<0.61	3.8	<0.83	<0.67	<0.43	1.1	<0.93
	8/9/2004	1.4	6.0	<0.67	<2.63	<0.61	3.0	<0.83	<0.67	<0.43	2.1	<0.93
	12/28/2004	0.5	0.8	<0.67	<2.63	<0.61	<0.97	<0.83	<0.67	<0.43	<0.59	<0.93
3/24/2005	0.45	0.97	<0.67	<2.63	<0.61	<0.97	<0.83	<0.67	<0.43	<0.59	<0.93	
TEMP-3	8/2/2000	NI	NI	NI	NI	NI	NI	NI	NI	NI	NI	NI
	9/18/2002	1.2	2.1	6.5	7.3	3.0	7.9	3.2	1.1	0.54	<0.66	<0.65
	12/20/02	<0.45	<0.82	<0.68	<2.47	<0.43	<0.92	<0.94	NA	NA	NA	NA
	10/29/2003	0.67	0.68	<0.67	<2.63	2.3	2.0	<0.83	<0.67	<0.43	<0.59	<0.93
	4/21/2004	0.84	<0.54	<0.67	<2.63	2.5	<0.97	<0.83	<0.67	<0.43	<0.59	<0.93
	8/9/2004	0.74	0.70	<0.67	<2.63	1.8	1.5	<0.83	<0.67	<0.43	<0.59	<0.93
	12/28/2004	0.81	0.75	0.9	<2.63	1.9	<0.97	<0.83	<0.67	<0.43	<0.59	<0.93
3/24/2005	0.64	0.75	<0.67	<2.63	1.9	<1.3	<0.83	<0.67	<0.43	<0.59	<0.93	
OMNI-1	8/2/2000	<0.50	<5.0	<5.0	<5.0	<0.101	<5.0	<5.0	<5.0	<0.235	<5.0	<5.0
	9/18/2002	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD
	12/20/02	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD
	10/29/2003	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD
	4/21/2004	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD
	8/9/2004	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD
	12/28/2004	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD
3/24/2005	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD	
PZ-3	10/4/2000	<0.25	1.0	0.52	4.5	<0.53	1.2	1.6	<0.2	<0.35	<0.15	0.45
	9/18/2002	<0.25	<0.53	<0.84	<1.83	<0.87	<0.69	<0.64	<0.58	<0.47	<0.66	<0.65
	12/20/02	<0.45	<0.82	<0.68	<2.47	<0.43	<0.92	<0.94	NA	NA	NA	NA
	10/29/2003	<0.41	<0.54	<0.67	<2.63	<0.61	<0.97	<0.83	<0.67	<0.43	<0.59	<0.93
	4/21/2004	<0.41	<0.54	<0.67	<2.63	<0.61	<0.97	<0.83	<0.67	<0.43	<0.59	<0.93
	8/9/2004	<0.41	<0.54	<0.67	<2.63	<0.61	<0.97	<0.83	<0.67	<0.43	<0.59	<0.93
	12/28/2004	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
3/24/2005	<0.41	<0.54	<0.67	<2.63	<0.61	<0.97	<0.83	<0.67	<0.43	<0.59	<0.93	
NR 140 ES		5	700	1,000	10,000	60	480		NS	5	NS	NS
NR 140 PAL		0.5	140	200	1,000	12	96		NS	0.5	NS	NS

Notes: All results are reported in ppb, unless otherwise noted
BOLD indicates value equals or exceeds the NR 140 Enforcement Standards.
ITALICS indicates value equals or exceeds the NR 140 Preventive Action Limit.

MTBE: Methyl t-butyl ether	NA: Not analyzed	PCE: Tetrachloroethene
TMB: Trimethylbenzene	NI: Not installed	PAL: Preventive Action Limit
DCE: Dichloroethene	ES: Enforcement Standard	VOC: Volatile organic compound
TCE: Trichloroethene	ABD: Abandoned	DCA: Dichloroethane
		MECL ₂ : Methylene Chloride

TABLE 1 (Continued)
Groundwater Sample Laboratory Analytical Summary
VOC's
Kaphingst Property
Black Creek, Wisconsin

Monitoring Well	Date	n-propylbenzene	Naphthalene	Chloroethane	1,1-DCA	cis 1,2-DCE	PCE	TCE	Vinyl-Chloride	Lead	Methane	Ethane	Ethene
MW-1	8/2/2000	<5.0	<8.0	<5.0	<5.0	<5.0	<0.50	<0.50	<0.214	NA	NA	NA	NA
	9/18/2002	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD
	12/20/02	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD
	10/29/2003	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD
	4/21/2004	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD
	8/9/2004	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD
	12/28/2004	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD
3/24/2005	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD
MW-2	8/2/2000	<5.0	<8.0	<5.0	<5.0	10.2	<0.50	<0.50	<0.214	11	NA	NA	NA
	9/18/2002	<0.95	2.9	<0.84	<0.87	13	3.4	0.66	<0.11	0.67	NA	NA	NA
	12/20/02	NA	NA	NA	NA	NA	NA	NA	NA	4.0	NA	NA	NA
	10/29/2003	<0.81	<0.74	<0.97	<0.75	<0.83	<0.45	<0.48	<0.18	0.16	NA	NA	NA
	4/21/2004	<0.81	<0.74	<0.97	<0.75	<0.83	<0.45	0.97	<0.18	0.27	NA	NA	NA
	8/9/2004	<0.81	<0.74	<0.97	<0.75	1.5	<0.45	<0.48	<0.18	NA	4900	<10	NA
	12/28/2004	NA	NA	NA	NA	NA	NA	NA	NA	NA	2600	<10	<10
3/24/2005	<0.81	<0.74	<0.97	<0.75	<0.83	<0.45	<0.48	<0.18	NA	2200	<10	<10	
MW-3	10/4/2000	<0.18	<0.68	<0.24	<0.36	<1.0	<0.25	<0.36	<0.23	NA	NA	NA	NA
	9/18/2002	<0.95	<0.63	<0.84	<0.87	<0.81	<0.63	<0.39	<0.11	0.47	NA	NA	NA
	12/20/02	NA	NA	NA	NA	NA	NA	NA	NA	<1.3	NA	NA	NA
	10/29/2003	<0.81	<0.74	<0.97	<0.75	<0.83	<0.45	<0.48	<0.18	NA	NA	NA	NA
	4/21/2004	<0.81	<0.74	<0.97	<0.74	<0.83	<0.45	<0.48	<0.18	0.23	NA	NA	NA
	8/9/2004	<0.81	<0.74	<0.97	<0.75	<0.83	<0.45	<0.48	<0.18	NA	<10	<10	NA
	12/28/2004	NA	NA	NA	NA	NA	NA	NA	NA	NA	<10	<10	<10
3/24/2005	<0.81	<0.74	<0.97	<0.75	<0.83	<0.45	<0.48	<0.18	NA	<10	<10	<10	
TEMP-1	8/2/2000	<5.0	<8.0	<5.0	<5.0	66.8	19.8	5.91	2.03	NA	NA	NA	NA
	9/18/2002	<0.95	1.3	<0.84	<0.87	2.0	<0.63	<0.39	0.56	0.54	NA	NA	NA
	12/20/02	NA	NA	NA	NA	NA	NA	NA	NA	1.6	NA	NA	NA
	10/29/2003	0.91	<0.74	<0.97	<0.75	93	<0.45	19	19	0.19	NA	NA	NA
	4/21/2004	<0.83	<0.74	<0.97	<0.75	100	<0.45	3	30	0.13	NA	NA	NA
	8/9/2004	<0.81	<0.74	<0.97	<0.75	5.7	<0.45	0.88	2.30	NA	680	<10	NA
	12/28/2004	<0.81	<0.74	<0.97	<0.57	7.9	<0.45	0.52	2	NA	1100	<10	<10
3/24/2005	<0.81	<0.74	<0.97	<0.75	7	<0.45	0.85	2.5	NA	1100	<10	<10	
TEMP-2	8/2/2000	7.61	21.0	<5.0	<5.0	<5.0	<0.50	<0.50	0.610	NA	NA	NA	NA
	9/18/2002	7.0	12	1.5	5.3	2.2	<0.63	0.74	0.53	<0.060	NA	NA	NA
	12/20/02	NA	NA	NA	NA	NA	NA	NA	NA	<1.3	NA	NA	NA
	10/29/2003	4.1	5.7	1.1	3.3	1.6	0.86	0.69	<0.18	NA	NA	NA	NA
	4/21/2004	2.4	3.4	<0.97	2.7	<0.83	<0.45	<0.48	<0.18	0.19	NA	NA	NA
	8/9/2004	4.0	6.0	<0.97	3.5	<0.83	<0.45	0.53	0.36	NA	3000	<10	NA
	12/28/2004	<0.81	1.4	<0.97	1.6	<0.83	<0.45	<0.48	<0.18	NA	650	<10	<10
3/24/2005	<0.81	1.5	<0.97	1.2	<0.83	<0.45	<0.48	<0.18	NA	660	<10	<10	
TEMP-3	8/2/2000	NI	NI	NI	NI	NI	NI	NI	NI	NI	NA	NA	NA
	9/18/2002	0.98	2.4	0.84	16	7.7	18	1.2	<0.11	0.18	NA	NA	NA
	12/20/02	NA	NA	NA	NA	NA	NA	NA	NA	<1.3	NA	NA	NA
	10/29/2003	<0.81	<0.74	<0.97	10.0	5.5	7.8	1.8	0.79	NA	NA	NA	NA
	4/21/2004	<0.81	<0.74	<0.97	13.0	8.4	11.0	2.0	0.77	0.4	NA	NA	NA
	8/9/2004	<0.81	<0.74	<0.97	11.0	8.8	11.0	2.0	0.73	NA	2500	<10	NA
	12/28/2004	<0.81	<0.74	<0.97	12.0	9.7	13.0	2.4	0.92	NA	2500	<10	<10
3/24/2005	<0.81	<0.74	<0.97	8.8	6.8	15	2.6	0.69	NA	3100	<10	<10	
OMNI-1	8/2/2000	<5.0	<8.0	<5.0	<5.0	<5.0	<0.50	<0.50	<0.214	NA	NA	NA	NA
	9/18/2002	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD
	12/20/02	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD
	10/29/2003	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD
	4/21/2004	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD
	8/9/2004	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD
	12/28/2004	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD
3/24/2005	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD	ABD	
PZ-3	10/4/2000	0.62	<0.68	0.48	<0.34	<1.0	<0.25	<0.25	<0.23	NA	NA	NA	NA
	9/18/2002	<0.95	<0.63	<0.84	<0.87	<0.81	<0.63	<0.39	<0.11	0.34	NA	NA	NA
	12/20/02	NA	NA	NA	NA	NA	NA	NA	NA	0.41	NA	NA	NA
	10/29/2003	<0.81	<0.74	<0.97	<0.75	<0.83	<0.45	<0.48	<0.18	NA	NA	NA	NA
	4/21/2004	<0.81	<0.74	<0.97	<0.75	<0.83	<0.45	<0.48	<0.18	0.49	NA	NA	NA
	8/9/2004	<0.81	<0.74	<0.97	<0.75	<0.83	<0.45	<0.48	<0.187	NA	360	<10	NA
	12/28/2004	NA	NA	NA	NA	NA	NA	NA	NA	NA	490	<10	<10
3/24/2005	<0.81	<0.74	<0.97	<0.75	<0.83	<0.45	<0.48	<0.18	NA	260	<10	<10	
NR 140 ES		NS	40	400	850	70	5	5	0.2	15	NS	NS	NS
NR 140 PAL		NS	8	80	85	7	0.5	0.5	0.02	1.5	NS	NS	NS

Notes:

All results are reported in ppb, unless otherwise noted

BOLD indicates value equals or exceeds the NR 140 Enforcement Standards.

ITALICS indicates value equals or exceeds the NR 140 Preventive Action Limit.

MTBE: Methyl t-butyl ether
TMB: Trimethylbenzene
DCE: Dichloroethene
TCE: Trichloroethene

NA: Not analyzed
NI: Not installed
ES: Enforcement Standard
ABD: Abandoned

PCE: Tetrachloroethene
PAL: Preventive Action Limit
VOC: Volatile organic compound
DCA: Dichloroethane
MECL₂: Methylene Chloride

TABLE 2
Groundwater Sample PAH Laboratory Analytical Summary
Kaphingst Property
Black Creek, Wisconsin

MW-2 Parameter	11/7/2000	9/18/2002	12/20/2002	10/29/2003	4/21/2004	8/9/2004	12/28/2004	3/24/2005		
									Enforcement Standard	Preventive Action Limit
Acenaphthene	0.32	<0.090	<0.018	<0.018	0.03	<0.19	NA	NA	NS	NS
Acenaphthylene	<1.0	<0.11	0.043	0.11	0.021	<0.19	NA	NA	NS	NS
Anthracene	<0.01	<0.100	<0.020	<0.020	<0.019	<0.18	NA	NA	3,000	600
Benzo(a)anthracene	<0.074	<0.095	<0.012	<0.012	<0.011	<0.2	NA	NA	NS	NS
Benzo(a)pyrene	<0.1	<i>0.099</i>	<i>0.021</i>	0.019	0.017	<0.18	NA	NA	0.2	0.02
Benzo(b)fluoranthene	<0.065	<i>0.075</i>	<i>0.021</i>	0.018	<i>0.023</i>	<0.18	NA	NA	0.2	0.02
Benzo(ghi)perylene	<0.52	0.084	<0.016	0.046	0.035	<0.21	NA	NA	NS	NS
Benzo(k)fluoranthene	<0.01	<0.065	<0.019	<0.019	<0.018	<0.19	NA	NA	NS	NS
Chrysene	<0.7	<i>0.13</i>	0.018	<0.014	0.018	<0.16	NA	NA	0.2	0.02
Dibenzo(a,h)anthracene	<0.42	<0.085	<0.016	<0.016	<0.015	<0.22	NA	NA	NS	NS
Fluoranthene	<0.36	0.22	<0.013	<0.013	0.027	0.24	NA	NA	400	80
Fluorene	<0.33	<0.10	0.024	0.033	<0.016	<0.22	NA	NA	400	80
Indeno(1,2,3-cd)pyrene	<0.59	<0.070	<0.021	<0.021	<0.02	<0.17	NA	NA	NS	NS
1-Methylnaphthalene	<0.21	0.28	0.03	<0.018	<0.017	0.48	NA	NA	NS	NS
2-Methylnaphthalene	<0.2	0.41	<0.017	<0.017	0.019	0.32	NA	NA	NS	NS
Naphthalene	<0.22	1.7	0.052	<0.024	<0.023	3.5	NA	NA	40	8
Phenanthrene	<0.037	0.13	<0.016	<0.016	0.02	0.21	NA	NA	NS	NS
Pyrene	<0.059	0.19	0.026	0.032	0.031	0.25	NA	NA	250	50

Notes: Results in ppb unless otherwise noted

BOLD indicates value equals or exceeds the NR 140 Enforcement Standards.

ITALICS indicates value equals or exceeds the NR 140 Preventive Action Limit.

PAH: Polynuclear aromatic hydrocarbons

NA: Not Analyzed

NS: No standard

TABLE 2 (Continued)
Groundwater Sample PAH Laboratory Analytical Summary
Kaphingst Property
Black Creek, Wisconsin

MW-3 Parameter	11/7/2000	9/18/2002	12/20/2002	10/29/2003	4/21/2004	8/9/2004	12/28/2004	3/24/2005	Enforcement Standard	
									Enforcement Standard	Preventive Action Limit
Acenaphthene	NA	<0.018	<0.018	NA	<0.017	NA	NA	NA	NS	NS
Acenaphthylene	NA	<0.023	<0.019	NA	<0.018	NA	NA	NA	NS	NS
Anthracene	NA	<0.020	<0.020	NA	<0.019	NA	NA	NA	3,000	600
Benzo(a)anthracene	NA	<0.019	<0.012	NA	<0.011	NA	NA	NA	NS	NS
Benzo(a)pyrene	NA	<0.012	<0.014	NA	<0.013	NA	NA	NA	0.2	0.02
Benzo(b)fluoranthene	NA	<0.014	<0.013	NA	<0.012	NA	NA	NA	0.2	0.02
Benzo(ghi)perylene	NA	<0.015	<0.016	NA	<0.015	NA	NA	NA	NS	NS
Benzo(k)fluoranthene	NA	<0.013	<0.019	NA	<0.018	NA	NA	NA	NS	NS
Chrysene	NA	<0.018	<0.014	NA	<0.013	NA	NA	NA	0.2	0.02
Dibenzo(a,h)anthracene	NA	<0.017	<0.016	NA	<0.015	NA	NA	NA	NS	NS
Fluoranthene	NA	<0.028	<0.013	NA	<0.012	NA	NA	NA	400	80
Fluorene	NA	<0.021	<0.017	NA	<0.016	NA	NA	NA	400	80
Indeno(1,2,3-cd)pyrene	NA	<0.014	<0.21	NA	<0.02	NA	NA	NA	NS	NS
1-Methylnaphthalene	NA	<0.027	<0.017	NA	0.088	NA	NA	NA	NS	NS
2-Methylnaphthalene	NA	<0.028	<0.017	NA	0.087	NA	NA	NA	NS	NS
Naphthalene	NA	0.054	<0.024	NA	0.088	NA	NA	NA	40	8
Phenanthrene	NA	<0.019	<0.016	NA	<0.015	NA	NA	NA	NS	NS
Pyrene	NA	<0.020	<0.017	NA	<0.016	NA	NA	NA	250	50

Notes: Results in ppb unless otherwise noted
BOLD indicates value equals or exceeds the NR 140 Enforcement Standards.
ITALICS indicates value equals or exceeds the NR 140 Preventive Action Limit.
PAH: Polynuclear aromatic hydrocarbons
NA: Not Analyzed
NS: No standard

TABLE 2 (Continued)
Groundwater Sample PAH Laboratory Analytical Summary
Kaphingst Property
Black Creek, Wisconsin

TEMP-1 Parameter	11/7/2000	9/18/2002	12/20/2002	10/29/2003	4/21/2004	8/9/2004	12/28/2004	3/24/2005	Enforcement Standard		Preventive Action Limit	
Acenaphthene	NA	0.019	<0.039	NA	0.021	NA	NA	NA	NS		NS	
Acenaphthylene	NA	<0.023	<0.041	NA	0.018	NA	NA	NA	NS		NS	
Anthracene	NA	<0.02	<0.043	NA	<0.019	NA	NA	NA	3,000		600	
Benzo(a)anthracene	NA	<0.019	<0.026	NA	<0.011	NA	NA	NA	NS		NS	
Benzo(a)pyrene	NA	<0.012	<0.030	NA	<0.013	NA	NA	NA	0.2		0.02	
Benzo(b)fluoranthene	NA	<0.014	<0.028	NA	<0.012	NA	NA	NA	0.2		0.02	
Benzo(ghi)perylene	NA	<0.015	<0.035	NA	<0.015	NA	NA	NA	NS		NS	
Benzo(k)fluoranthene	NA	<0.013	<0.041	NA	<0.018	NA	NA	NA	NS		NS	
Chrysene	NA	<0.018	<0.030	NA	<0.013	NA	NA	NA	0.2		0.02	
Dibenzo(a,h)anthracene	NA	<0.017	<0.035	NA	<0.015	NA	NA	NA	NS		NS	
Fluoranthene	NA	<0.028	<0.028	NA	0.046	NA	NA	NA	400		80	
Fluorene	NA	0.024	<0.037	NA	<0.016	NA	NA	NA	400		80	
Indeno(1,2,3-cd)pyrene	NA	<0.014	<0.046	NA	<0.02	NA	NA	NA	NS		NS	
1-Methylnaphthalene	NA	0.11	<0.037	NA	0.04	NA	NA	NA	NS		NS	
2-Methylnaphthalene	NA	0.13	0.038	NA	0.049	NA	NA	NA	NS		NS	
Naphthalene	NA	0.29	0.22	NA	0.14	NA	NA	NA	40		8	
Phenanthrene	NA	0.042	<0.035	NA	0.07	NA	NA	NA	NS		NS	
Pyrene	NA	0.021	<0.037	NA	<0.016	NA	NA	NA	250		50	

Notes: Results in ppb unless otherwise noted

BOLD indicates value equals or exceeds the NR 140 Enforcement Standards.

ITALICS indicates value equals or exceeds the NR 140 Preventive Action Limit.

PAH: Polynuclear aromatic hydrocarbons

NA: Not Analyzed

NS: No standard

TABLE 2 (Continued)
Groundwater Sample PAH Laboratory Analytical Summary
Kaphingst Property
Black Creek, Wisconsin

TEMP-2 Parameter	11/7/2000	9/18/2002	12/20/2002	10/29/2003	4/21/2004	8/9/2004	12/28/2004	3/24/2005		
									Enforcement Standard	Preventive Action Limit
Acenaphthene	NA	0.019	<0.018	NA	<0.034	<0.078	<0.02	<0.02	NS	NS
Acenaphthylene	NA	<0.023	<0.019	NA	<0.036	<0.077	<0.02	<0.02	NS	NS
Anthracene	NA	<0.02	<0.020	NA	<0.038	<0.071	<0.018	<0.018	3,000	600
Benzo(a)anthracene	NA	<0.019	<0.012	NA	0.024	<0.078	<0.02	<0.02	NS	NS
Benzo(a)pyrene	NA	<0.012	<0.014	NA	0.027	<0.072	<0.018	<0.018	0.2	0.02
Benzo(b)fluoranthene	NA	<0.014	0.015	NA	0.032	0.079	<0.018	<0.018	0.2	0.02
Benzo(ghi)perylene	NA	<0.015	<0.016	NA	0.034	0.12	<0.021	<0.021	NS	NS
Benzo(k)fluoranthene	NA	<0.013	<0.019	NA	0.047	<0.077	<0.02	<0.02	NS	NS
Chrysene	NA	<0.018	0.017	NA	0.063	0.072	<0.017	<0.017	0.2	0.02
Dibenzo(a,h)anthracene	NA	<0.017	<0.016	NA	<0.03	<0.088	<0.022	<0.022	NS	NS
Fluoranthene	NA	0.17	0.022	NA	0.075	0.092	0.028	<0.017	400	80
Fluorene	NA	0.023	<0.017	NA	0.09	<0.087	<0.022	<0.022	400	80
Indeno(1,2,3-cd)pyrene	NA	<0.014	<0.21	NA	<0.04	<0.068	<0.017	<0.017	NS	NS
1-Methylnaphthalene	NA	<0.27	0.032	NA	0.067	<0.08	0.13	0.095	NS	NS
2-Methylnaphthalene	NA	<0.028	0.02	NA	0.11	<0.091	0.084	0.055	NS	NS
Naphthalene	NA	<0.027	0.17	NA	0.68	<0.089	0.88	0.63	40	8
Phenanthrene	NA	<0.019	<0.016	NA	0.19	<0.082	0.023	<0.021	NS	NS
Pyrene	NA	<0.02	<0.017	NA	0.11	0.089	0.025	<0.017	250	50

Notes: Results in ppb unless otherwise noted

BOLD indicates value equals or exceeds the NR 140 Enforcement Standards.

ITALICS indicates value equals or exceeds the NR 140 Preventive Action Limit.

PAH: Polynuclear aromatic hydrocarbons

NA: Not Analyzed

NS: No standard

TABLE 2 (Continued)
Groundwater Sample PAH Laboratory Analytical Summary
Kaphingst Property
Black Creek, Wisconsin

TEMP-3 Parameter	11/7/2000	9/18/2002	12/20/2002	10/29/2003	4/21/2004	8/9/2004	12/28/2004	3/24/2005		
									Enforcement Standard	Preventive Action Limit
Acenaphthene	NA	0.1	<0.027	NA	0.32	NA	NA	NA	NS	NS
Acenaphthylene	NA	0.13	<0.028	NA	0.34	NA	NA	NA	NS	NS
Anthracene	NA	<0.1	<0.03	NA	<0.23	NA	NA	NA	3,000	600
Benzo(a)anthracene	NA	<0.095	<0.018	NA	<0.14	NA	NA	NA	NS	NS
Benzo(a)pyrene	NA	<i>0.069</i>	<0.021	NA	<0.16	NA	NA	NA	0.2	0.02
Benzo(b)fluoranthene	NA	<i>0.097</i>	<0.019	NA	<0.15	NA	NA	NA	0.2	0.02
Benzo(ghi)perylene	NA	<0.075	<0.024	NA	<0.18	NA	NA	NA	NS	NS
Benzo(k)fluoranthene	NA	0.073	<0.028	NA	<0.22	NA	NA	NA	NS	NS
Chrysene	NA	0.2	<0.021	NA	<0.16	NA	NA	NA	0.2	0.02
Dibenzo(a,h)anthracene	NA	<0.085	<0.024	NA	<0.18	NA	NA	NA	NS	NS
Fluoranthene	NA	<0.14	0.014	NA	<0.15	NA	NA	NA	400	80
Fluorene	NA	<0.1	<0.025	NA	<0.19	NA	NA	NA	400	80
Indeno(1,2,3-cd)pyrene	NA	<0.070	<0.031	NA	<0.24	NA	NA	NA	NS	NS
1-Methylnaphthalene	NA	1.2	0.025	NA	<0.2	NA	NA	NA	NS	NS
2-Methylnaphthalene	NA	1.1	<0.025	NA	<0.19	NA	NA	NA	NS	NS
Naphthalene	NA	1.6	<0.036	NA	<0.27	NA	NA	NA	40	8
Phenanthrene	NA	0.17	<0.024	NA	<0.18	NA	NA	NA	NS	NS
Pyrene	NA	0.12	<0.025	NA	0.23	NA	NA	NA	250	50

Notes: Results in ppb unless otherwise noted
BOLD indicates value equals or exceeds the NR 140 Enforcement Standards.
ITALICS indicates value equals or exceeds the NR 140 Preventive Action Limit.
PAH: Polynuclear aromatic hydrocarbons
NA: Not Analyzed
NS: No standard

TABLE 2 (Continued)
Groundwater Sample PAH Laboratory Analytical Summary
Kaphingst Property
Black Creek, Wisconsin

PZ-3 Parameter	11/7/2000	9/18/2002	12/20/2002	10/29/2003	4/21/2004	8/9/2004	12/28/2004	3/24/2005		
									Enforcement Standard	Preventive Action Limit
Acenaphthene	NA	<0.018	<0.018	NA	<0.017	NA	NA	NA	NS	NS
Acenaphthylene	NA	<0.023	<0.019	NA	<0.018	NA	NA	NA	NS	NS
Anthracene	NA	<0.020	<0.020	NA	<0.019	NA	NA	NA	3,000	600
Benzo(a)anthracene	NA	<0.019	<0.012	NA	<0.011	NA	NA	NA	NS	NS
Benzo(a)pyrene	NA	<0.012	<0.014	NA	<0.013	NA	NA	NA	0.2	0.02
Benzo(b)fluoranthene	NA	<0.014	<0.013	NA	<0.012	NA	NA	NA	0.2	0.02
Benzo(ghi)perylene	NA	<0.015	<0.016	NA	<0.015	NA	NA	NA	NS	NS
Benzo(k)fluoranthene	NA	<0.013	<0.019	NA	<0.012	NA	NA	NA	NS	NS
Chrysene	NA	<0.018	<0.014	NA	<0.013	NA	NA	NA	0.2	0.02
Dibenzo(a,h)anthracene	NA	<0.017	<0.016	NA	<0.015	NA	NA	NA	NS	NS
Fluoranthene	NA	<0.028	<0.013	NA	<0.012	NA	NA	NA	400	80
Fluorene	NA	<0.021	<0.017	NA	<0.016	NA	NA	NA	400	80
Indeno(1,2,3-cd)pyrene	NA	<0.014	<0.21	NA	<0.02	NA	NA	NA	NS	NS
1-Methylnaphthalene	NA	<0.027	<0.017	NA	<0.017	NA	NA	NA	NS	NS
2-Methylnaphthalene	NA	<0.028	<0.017	NA	0.017	NA	NA	NA	NS	NS
Naphthalene	NA	0.027	0.032	NA	<0.023	NA	NA	NA	40	8
Phenanthrene	NA	<0.019	<0.016	NA	<0.015	NA	NA	NA	NS	NS
Pyrene	NA	<0.020	<0.017	NA	<0.016	NA	NA	NA	250	50

Notes: Results in ppb unless otherwise noted

BOLD indicates value equals or exceeds the NR 140 Enforcement Standards.

ITALICS indicates value equals or exceeds the NR 140 Preventive Action Limit.

PAH: Polynuclear aromatic hydrocarbons

NA: Not Analyzed

NS: No standard

TABLE 2
Soil Sample PID & Laboratory Analytical Results
Kaphingst Property
Black Creek, Wisconsin

Sample	Date	Depth (feet bls)	PID (ppmv)	DRO	Lead
S-1	10/17/2001	4	57.7	3,100	NA
S-2	10/17/2001	6	<10	490	NA
S-3	10/17/2001	6	<10	150	NA
S-4	10/17/2001	6	<10	240	NA
S-5	10/17/2001	6	20.6	130	NA
S-6	10/17/2001	8	13.7	720	NA
S-7	10/17/2001	6	14.1	350	NA
S-8	10/17/2001	6	638	460	<6
S-9	10/17/2001	7	12.3	37	NA
S-10	10/17/2001	7	<10	12	NA
S-11	10/17/2001	9	101	1,000	NA
S-12	10/17/2001	8	<10	66	9.1"j"
P-1	10/18/2001	5	<10	NA	NA
P-2	10/18/2001	4	<10	NA	NA
P-3	10/18/2001	5	<10	NA	NA
P-4	10/18/2001	8	15.4	NA	NA
P-5	10/18/2001	8	11.1	NA	NA
P-6	10/18/2001	6	<10	NA	NA
P-7	10/18/2001	7	<10	NA	NA
P-8	10/18/2001	6	540	NA	NA
P-9	10/18/2001	4	40.6	NA	NA
P-10	10/18/2001	7	<10	NA	NA
P-11	10/18/2001	7	>1,580	NA	NA
NR 720 Generic Soil Standard				100	50

Notes: All results are reported in ppm unless otherwise noted.
bls: Below land surface
PID: Photoionization detector
DRO: Diesel range organics
NA: Not analyzed
"j": Flag indicates analyte detected between limit of detection and limit of quantification.

Checked by: _____
Approved by: _____

TABLE 1

Soil Sample Laboratory Analytical Summary
 Kaphingst Property
 Black Creek, Wisconsin

Sample	Date	Sample Depth (feet bls)	DRO (ppm)	Benzene	Ethyl benzene	Toluene	Total Xylenes	1,2-DCA	MIBE	1,2,4-TCDF	1,2,4-TMB	1,3,5-TMB	Chloroform	1,2-Dichloroethane	Sec. Butyl Benzene	Hexachloro benzene	PCB	Tetra chloro ethene	Chloro methane	n-Propyl benzene	Isopropyl benzene	1,1-Dichloro ethene	Methylene chloride	Lead (ppm)	Cadmium (ppm)	
GP-1	07/20/00	0-2	<6.10	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	
GP-1	07/20/00	6-8	<5.76	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
GP-2	07/20/00	0-2	<5.81	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
GP-2	07/20/00	8-10	<5.67	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
GP-3	07/20/00	0-2	2.770	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
GP-3	07/20/00	6-8	1.400	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
GP-4	07/20/00	0-2	<5.75	<25	<25	<25	<25	<25	<25	<25	<25	<25	31.1	<25	<25	<25	NA	<25	<25	<25	<25	<25	<100	NA	NA	
GP-4	07/20/00	4-6	29.4	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	181	<25	283	NA	<25	<25	<25	<25	<25	<100	NA	NA	
GP-5	07/20/00	0-2	7.530	<25	<25	<25	<25	<25	<25	37.5	133	68.6	<25	<25	48.5	<25	<25	<25	<25	177	<25	<25	107	2.83	<0.647	
GP-5	07/20/00	4-6	1.730	<25	26.7	<25	113	<25	<25	312	1,690	608	31.9	<25	283	<25	<25	<25	<25	264	31.9	27.3	<100	3.16	<0.581	
GP-6	07/20/00	0-2	<5.78	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
GP-6	07/20/00	6-8	<5.65	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
GP-7	07/20/00	0-2	70.6	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	NA	<25	<25	<25	<25	<25	<100	NA	NA	
GP-7	07/20/00	6-8	<5.60	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	NA	<25	<25	<25	<25	<25	<100	NA	NA	
GP-8	07/20/00	0-2	24.4	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
GP-8	07/20/00	6-8	1.080	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
GP-9	07/20/00	0-2	558	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
GP-9	07/20/00	6-8	36.1	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
MW-1	07/21/00	1-3	<6.31	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	NA	<25	<25	<25	<25	<25	<100	NA	NA	
MW-1	07/21/00	9-11	<5.82	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<100	56.4	<0.581	
MW-2	07/21/00	3-5	373	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	NA	<25	27.0	<25	<25	<25	<25	NA	NA	
PZ-3	09/28/00	5-7	<10	<25	<25	<25	<75	<25	<25	<25	<25	<25	<25	<25	<25	<25	NS	NS	NS	NS	NS	NS	NS	50	8	
NR 720 Generic Soil Standard			100	5.5	2,900	1,500	4,100	4.9	NS	NS	NS	NS	NS	NS	NS	NS	NS	NS	NS	NS	NS	NS	NS	50	8	

Notes: All results are reported in ppb unless otherwise noted.

Shading indicates value equals or exceeds the NR 720 generic soil standard

- bls: below land surface
- PCB: Polychlorinated biphenyls
- DRO: Diesel range organics
- NA: Not analyzed
- DCA: Dichloroethane
- NS: No standards
- TMB: Trimethylbenzene

TABLE 3
Soil Sample Laboratory Analytical Results
Kaphingst - Property
Black Creek, Wisconsin
5/30/2002

Sample	Sample Depth (feet bls)	PID	Benzene	1,2-DCA	Ethyl-benzene	MTBE	Naphthalene	Toluene	1,2,4-TMB	1,3,5-TMB	Total Xylenes	Sec-butyl benzene	n-Butyl benzene	Isopropyl benzene	P-Isopropyl toluene	n-propyl benzene
GP-11	4-6	159	<25	<25	62	<25	1,400	85	2,300	1,600	350	590	2,300	230	260	840
GP-12	4-6	<10	<25	<25	<25	<25	<25	<25	<25	<25	<75	<25	<25	<25	<25	<25
GP-13	4-6	15.0	<25	<25	29	<25	<25	<25	150	70	94	280	130	35	71	170
GP-14	4-6	<10	<25	<25	<25	<25	<25	<25	<25	<25	<75	<25	<25	<25	<25	<25
GP-15	4-6	<10	<25	<25	<25	<25	<25	<25	<25	<25	<75	<25	<25	<25	<25	<25
GP-16	4-6	<10	<25	<25	<25	<25	<25	<25	<25	<25	<75	<25	<25	<25	<25	<25
NR 720 Generic Soil Standard			5.5	4.9	2,900	NS	400	1,500	NS	NS	4,100	NS	NS	NS	NS	NS

Notes: All results are reported in ppb, unless otherwise noted
Bold indicates value equals or exceeds the NR720 generic soil standard
 bls: Below land surface
 PID: Photoionization detector
 DCA: Dichloroethane
 MTBE: Methyl t-butyl ether
 TMB: Trimethylbenzene
 NS: No standard

Checked by: _____
 Approved by: _____

"confirmation samples"

TABLE 9
Soil Excavation
Soil Sample PAH Laboratory Analytical Results
Kaphingst Property
Black Creek, Wisconsin
October 17, 2001

Parameter Depth (feet bls)	S-1 (4)	S-2 (6)	S-3 (6)	S-4 (6)	S-5 (6)	S-6 (8)	S-7 (6)	S-8 (6)	S-9 (7)	S-10 (7)	S-11 (9)	S-12 (8)	WDNR Suggested Generic RCLs for PAH Compounds in Soil	
													Groundwater Pathway	Direct Contact Non- industrial Pathway
Acenaphthene	<875	<35	<13	<13	<13	<13	<175	<175	<35	<35	<175	<35	38,000	900,000
Acenaphthylene	<250	<10	<10	<10	<10	<10	<50	<50	<10	<10	<50	<10	700	18,000
Anthracene	<275	<11	<11	<11	<11	<11	<55	<55	<11	<11	<55	<11	3,000,000	5,000,000
Benzo(a)anthracene	<250	<10	<10	<10	<10	<10	<50	<50	<10	<10	54"j"	<10	17,000	88
Benzo(a)pyrene	<425	<17	<17	<17	<17	<17	<85	<85	<17	<17	<85	<17	48,000	8.8
Benzo(b)fluoranthene	<600	<24	<24	<24	<24	<24	<120	<120	<24	<24	<120	<24	360,000	88
Benzo(ghi)perylene	<250	63	<10	<10	<10	53	<50	<50	<10	<10	<50	10"j"	6,800,000	1,800
Benzo(k)fluoranthene	<925	<37	<37	<37	<37	<37	<185	<185	<37	<37	<185	<37	870,000	880
Chrysene	<250	10"j"	<10	13"j"	<10	<10	<50	<50	<10	<10	<50	<10	37,000	8,800
Dibenzo(a,h)anthracene	<250	<10	<10	11"j"	<10	<10	<50	<50	<10	<10	<50	<10	38,000	8.8
Fluoranthene	<250	<10	<10	<10	13"j"	<10	<50	55"j"	<10	<10	<50	<10	500,000	600,000
Fluorene	<275	<11	<11	<11	<11	<11	<55	<55	<11	<11	<55	<11	100,000	600,000
Indeno(1,2,3-cd)pyrene	<325	<13	<13	<13	<13	17"j"	<65	<65	<13	<13	<65	<13	680,000	88
1-Methylnaphthalene	<250	14"j"	<10	<10	<10	46	<50	99"j"	<10	<10	180	<10	23,000	1,100,000
2-Methylnaphthalene	<425	17"j"	<17	<17	<17	42"j"	<85	<85	<17	<17	180"j"	<17	20,000	600,000
Naphthalene	<250	21"j"	<10	<10	<10	33	<50	81"j"	<10	<10	110"j"	<10	400	20,000
Phenanthrene	<300	<12	<12	<12	<12	<12	<60	73"j"	<12	<12	<60	<12	1,800	18,000
Pyrene	<325	<13	<13	<13	<13	19"j"	<65	<65	<13	<13	<65	<13	8,700,000	500,000

Notes: Results in ppb unless otherwise noted

Detections are in **BOLD** Text

bls: Below land surface

WDNR: Wisconsin Department of Natural Resources

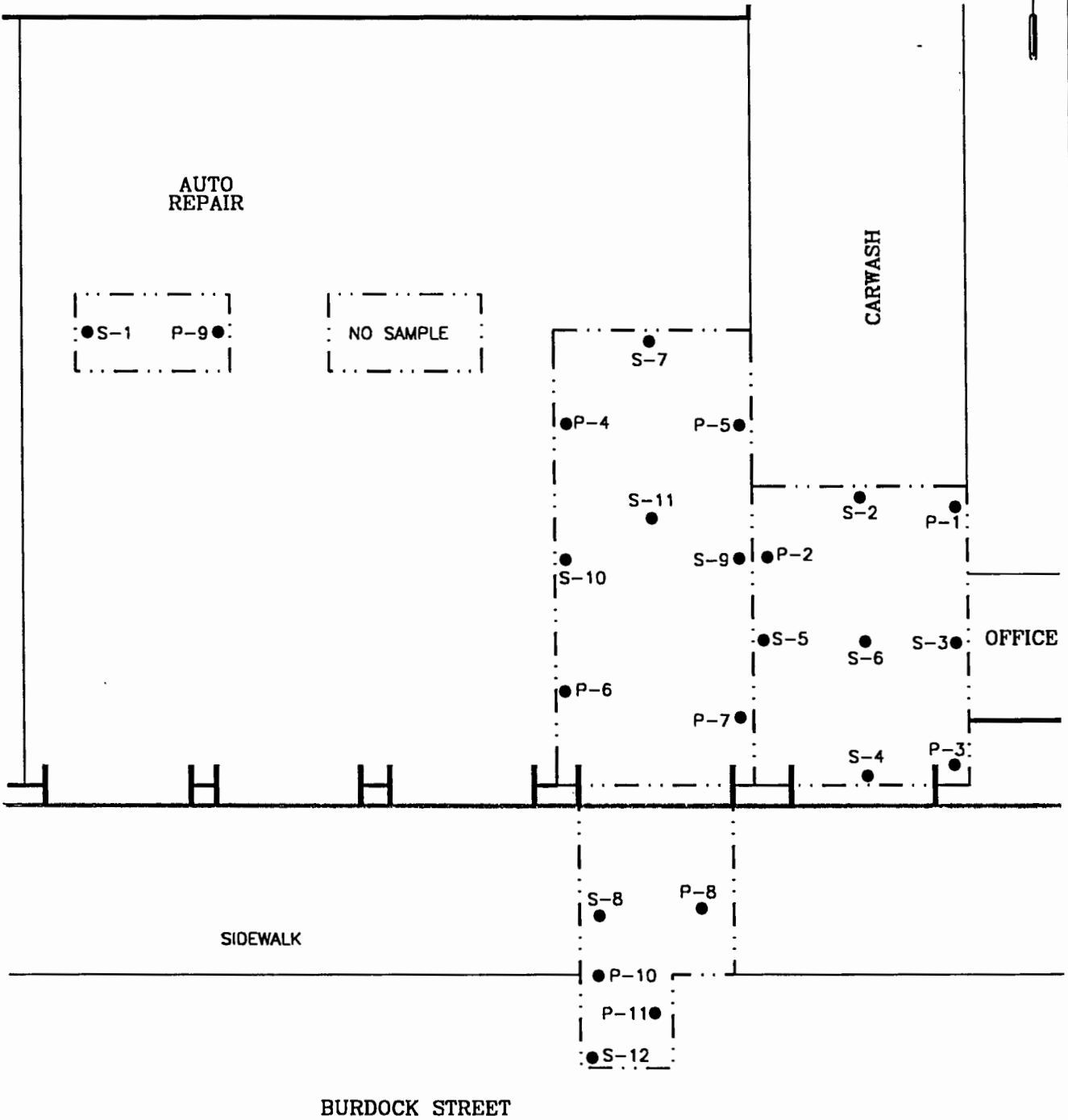
RCL: Residual contaminant level

PAH: Polynuclear aromatic hydrocarbons

"j": Flag indicates analyte detected between limit of detection and limit of quantification.

LEGEND

- - - EXCAVATION LIMITS
- EXCAVATION SOIL SAMPLE



REVISIONS:	ENGINEER	DATE
APPROVED BY:	ENGINEER	DATE
CHECKED BY:	RRT	12/11/01
DRAWN BY:	000190.101	
DRAWING NO.	000190.101	



ENVIROGEN

COST EFFECTIVE LEADERSHIP FOR A CLEANER ENVIRONMENT

790 Marvelle Lane
Green Bay, Wisconsin 54304



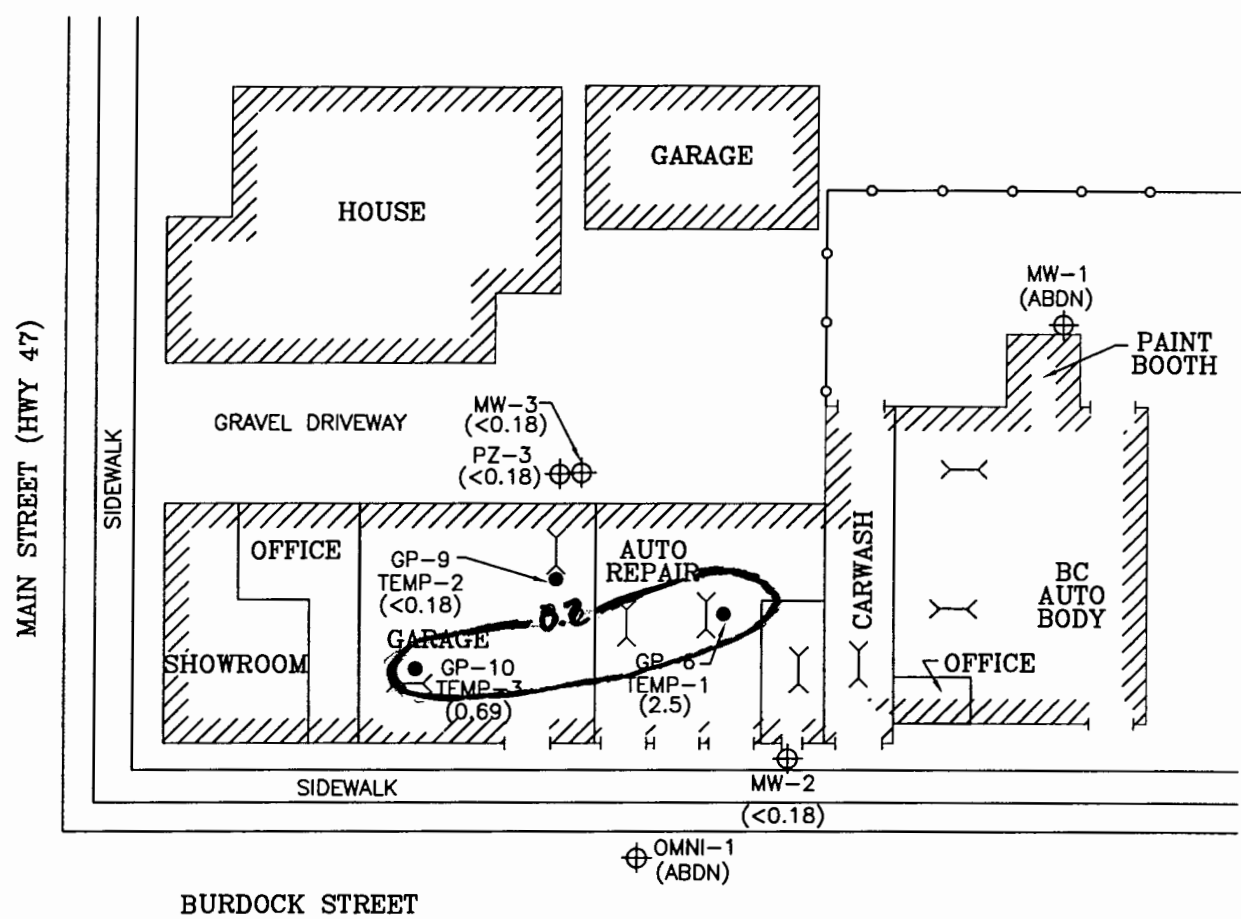
SOIL EXCAVATION
SAMPLING LOCATIONS
K & B AUTO SITE
BLACK CREEK, WISCONSIN

FIGURE NO.
3



LEGEND

- FENCE
- ⌋⌋ HYDRAULIC HOIST
- ⊕ MONITORING WELL
- ⊕ PIEZOMETER
- GEOPROBE BORING
- () GROUNDWATER VINYL CHLORIDE CONCENTRATION IN ppb
- (ABDN) WELL HAS BEEN ABANDONED



	KAPHINGST PROPERTY SITE BLACK CREEK, WISCONSIN			
	FIGURE 1 GROUNDWATER VINYL CHLORIDE DISTRIBUTION (03/24/05)			
DESIGNED BY	NMG	06/29/06	CHECKED BY	
DRAWN BY	KFK	06/29/06	APPROVED BY	
SIZE:	SCALE:	DRAWING NO.	SHEET NO.	REVISION NO.
A	1" = 40'	010266.501	1 OF 1	0

TABLE 3
Groundwater Elevation Data
Kaphingst Property
Black Creek, Wisconsin

Well	Top-of-Casing Elevation	Top-of-Screen Elevation	Date	Top-of-Casing to Water (feet)	Groundwater Elevation
MW-1	103.18	98.61	8/2/2000	3.85	99.33
			8/4/2000	4.20	98.98
			10/4/2000	4.37	98.81
			11/7/2000	4.61	98.57
			9/18/2002	ABD	ABD
			12/20/2002	ABD	ABD
			10/29/2003	ABD	ABD
			4/21/2004	ABD	ABD
			8/9/2004	ABD	ABD
			12/28/2004	ABD	ABD
MW-2	99.78	96.87	3/24/2005	ABD	ABD
			8/2/2000	3.50	96.28
			8/4/2000	3.76	96.02
			10/4/2000	3.74	96.04
			11/7/2000	3.50	96.28
			9/18/2002	4.60	95.18
			12/20/2002	5.23	94.55
			10/29/2003	4.80	94.98
			4/21/2004	3.84	95.94
			8/9/2004	4.86	94.92
MW-3	103.34	100.56	12/28/2004	5.24	94.54
			8/2/2000	NI	NI
			8/4/2000	NI	NI
			10/4/2000	4.57	98.77
			11/7/2000	4.15	99.19
			9/18/2002	5.67	97.67
			12/20/2002	5.90	97.44
			10/29/2003	5.86	97.48
			4/21/2004	3.24	100.10
			8/9/2004	5.24	98.10
Temp-1	99.78	93.38	12/28/2004	5.82	97.52
			3/24/2005	4.57	98.77
			8/2/2000	1.82	97.96
			8/4/2000	NA	NA
			10/4/2000	2.36	97.42
			11/7/2000	6.51	93.27
			9/18/2002	3.79	95.99
			12/20/2002	4.94	94.84
			10/29/2003	3.03	96.75
			4/21/2004	1.90	97.88
Temp-2	99.76	95.38	8/9/2004	3.02	96.76
			12/28/2004	3.13	96.65
			3/24/2005	2.86	96.92
			8/2/2000	3.14	96.62
			8/4/2000	NA	NA
			10/4/2000	1.85	97.91
			11/7/2000	NA	NA
			9/18/2002	4.20	95.56
			12/20/2002	5.30	94.46
			10/29/2003	4.03	95.73
Temp-3	99.76	95.82	4/21/2004	2.90	96.86
			8/9/2004	3.85	95.91
			12/28/2004	3.87	95.89
			3/24/2005	3.60	96.16
			8/2/2000	NA	NA
			8/4/2000	NA	NA
			10/4/2000	NA	NA
			11/7/2000	NA	NA
			9/18/2002	4.55	95.21
			12/20/2002	3.77	95.99
PZ-3	103.20	82.95	10/29/2003	4.70	95.06
			4/21/2004	3.63	96.13
			8/9/2004	4.57	95.19
			12/28/2004	4.83	94.95
			3/24/2005	4.31	95.45
			8/2/2000	NI	NI
			8/4/2000	NI	NI
			10/4/2000	23.61	79.59
			11/7/2000	13.69	89.51
			9/18/2002	7.06	96.14
OMNI-1	99.58	96.18	12/20/2002	9.28	93.92
			10/29/2003	7.50	95.70
			4/21/2004	9.27	93.93
			8/9/2004	12.53	90.67
			12/28/2004	8.57	94.63
			3/24/2005	10.3	92.90
			8/2/2000	6.12	93.46
			8/4/2000	6.18	93.40
			10/4/2000	6.31	93.27
			11/7/2000	3.53	96.05

Notes: Elevations are in feet above mean sea level
 NI: Not installed
 NA: Not analyzed
 ABD: Abandoned

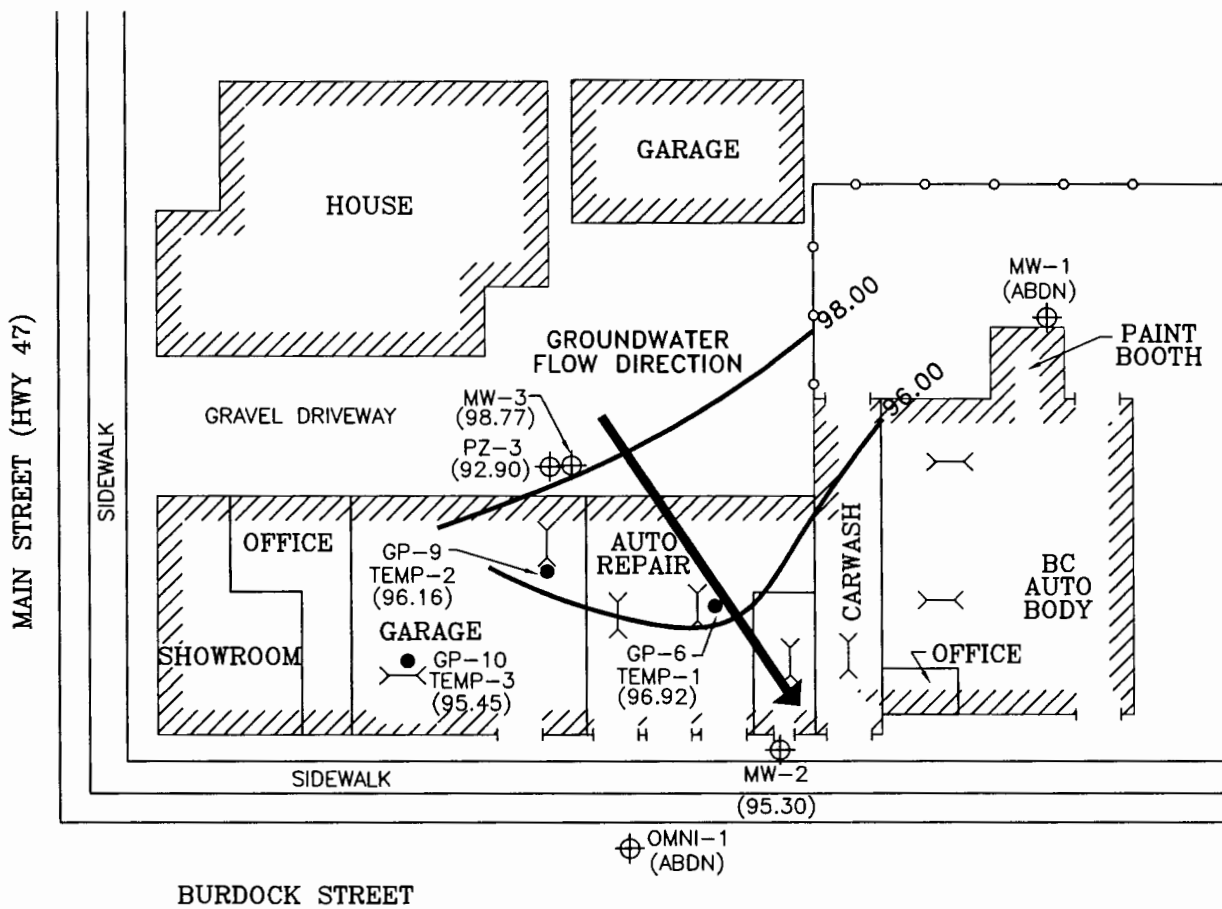


LEGEND

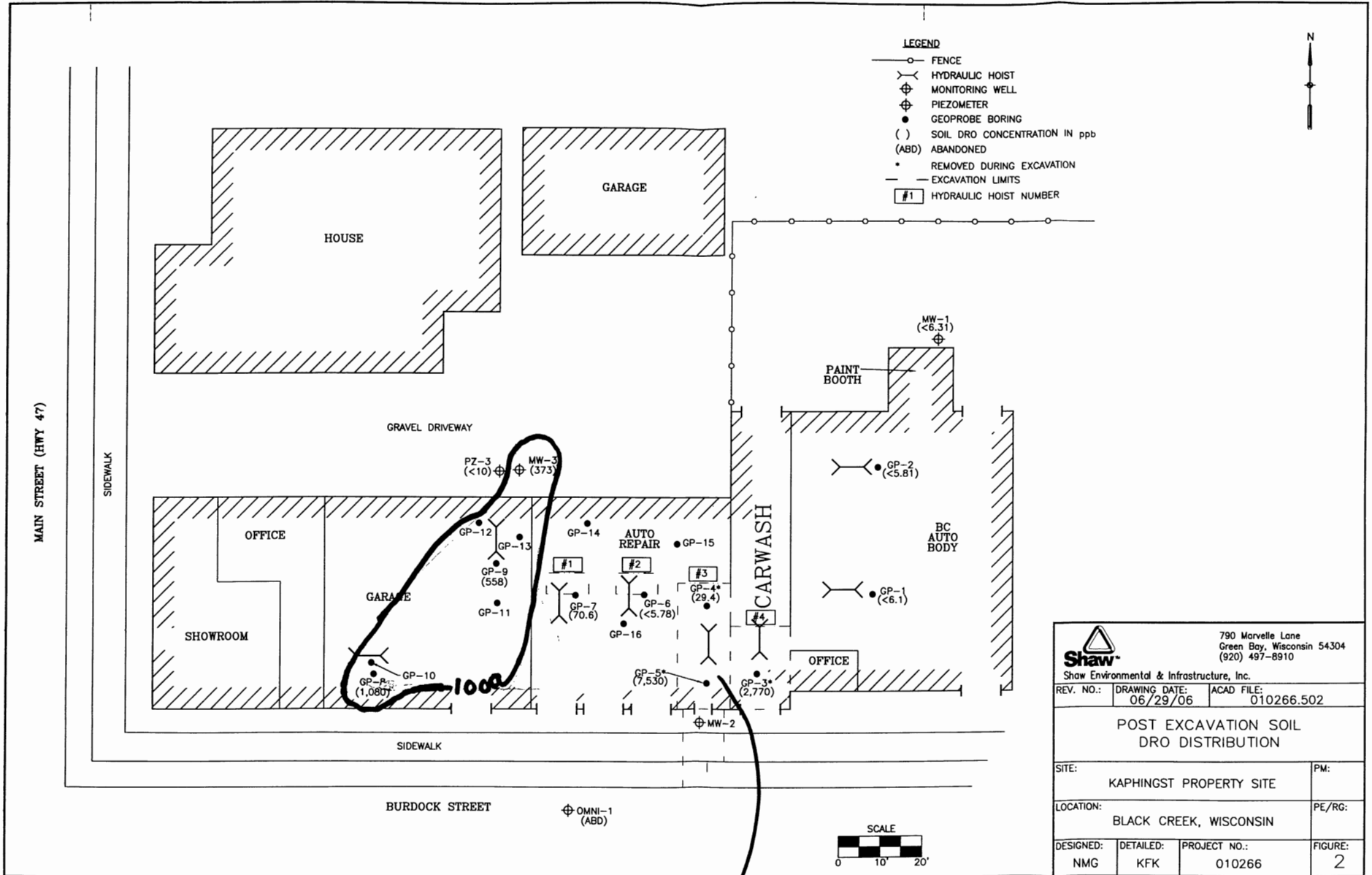
- FENCE
- X— HYDRAULIC HOIST
- ⊕ MONITORING WELL
- ⊕ PIEZOMETER
- GEOPROBE BORING
- () GROUNDWATER ELEVATION
- 96.00 ISOELEVATION CONTOUR
- (ABDN) WELL HAS BEEN ABANDONED

NOTE:

TEMPORARY WELLS/PIEZOMETERS WERE NOT USED TO DETERMINE FLOW DIRECTION



		KAPHINGST PROPERTY SITE BLACK CREEK, WISCONSIN			
		FIGURE 4 POTENTIOMETRIC SURFACE (03/24/05)			
DESIGNED BY	NMG	04/13/05	CHECKED BY		
DRAWN BY	KFK	04/18/05	APPROVED BY		
SIZE:	SCALE:	DRAWING NO.	SHEET NO.	REVISION NO.	
A	1" = 40'	010266.301	1 OF 1	0	



DRO also in this area
See Tables & maps

CERTIFICATE OF LEGAL DESCRIPTION

I hereby certify on behalf of Ms. Germaine Kaphingst, the responsible party, the legal description provided below is a true and accurate description of the property located at 102 N. Main Street, Village of Black Creek, Outagamie County, Wisconsin.

TAX KEY NUMBER 22-0-0058-00-4, 22-0-0161-00-4 & 22-0-0421-01-4


Signature

8-26-05
Date

All of Lot One (1) of Certified Survey Map No. 4401 filed August 30,, 2002 at 10:00 a.m. in Volume 24 of Certified Survey Maps on page 4401 as Document Number 1483230, Outagamie County Registry.

AND

All the part of the Northwest Quarter of the Northwest Quarter of Section 16, Township 23 North, Range 17 East, VILLAGE OF BLACK CREEK, Outagamie County, Wisconsin, described as follows, to-wit: Commencing 33 feet East and 30 feet South of the Northwest corner of the Northwest Quarter of the Northwest Quarter of Section 16, Township 23 North, Range 17 East, thence East 150 feet; thence South 120 feet; thence West 150 feet; thence North 120 feet to the place of beginning. Less and Excepting the West 89 feet of the south 54 feet thereof.

AND

Lot One (1), Block One (1) in CLARK'S ADDITION, to the Village of Black Creek, Outagamie County, Wisconsin, less the West 5 feet thereof.

GEOGRAPHIC POSTIONING

The Geographic Position of the contaminated site boundary based upon the WTM91 Interactive Map is 643245, 445686.



Shaw Environmental & Infrastructure, Inc.

July 12, 2006

Mr. Steven Knorr
P.O. Box 105
Black Creek, WI 54106

**RE: Soil Contamination Correspondence
BRRTS ID No. 02-45-184363**

Mr. Knorr:

The remediation activities at 102 North Main Street, Black Creek, are being reviewed for site closure by the Wisconsin Department of Natural Resources (WDNR). To complete the closure of the above mentioned site, WDNR is requesting a soil restriction to be placed on the property deed. The levels of *diesel range organic compounds (DRO)* contamination in the residual soil on your property are above the state soil standards found in chapter NR 720, Wisconsin Administrative Code. However, the soil contaminant plume is stable or receding and will naturally degrade over time. Closure means that the Department will not be requiring any further investigation or cleanup action to be taken, other than the reliance on natural attenuation.

Since the soil contamination on the property was there prior to you owning the property, you nor any subsequent owner of the property will be held responsible for investigation or cleanup, as long as you and any subsequent owners comply with the requirements of section 292.13, Wisconsin Statutes, including allowing access to your property for environmental investigation or cleanup if access is required. For further information on the requirements of section 292.13, Wisconsin Statutes, you may call 1-800-367-6076 for calls originating in Wisconsin, or 608-264-6020 if you are calling 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.

When this case is closed, all properties within the site boundaries where soil contamination exceeds chapter NR 720 soil 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 soil contamination above chapter 720 standards was found at the time the case was closed. This GIS Registry will be

available to the general public on the Department of Natural Resources' internet web site.

Should you or any subsequent property owner wish to build or rebuild on your property, special management considerations may be necessary to address the residual soil contamination.

Once the Department makes a decision on the closure request, it will be documented in a letter. When the Department grants closure, you may obtain a copy of this letter by requesting a copy, by writing to the address given above, or by accessing the DNR GIS Registry of Closed Remediation Sites on the internet at www.dnr.state.wi.us/org/at/et/geo/gwur.

If you have any questions or require more information, you may contact Ms. Jennifer Borski with the Department of Natural Resources at (920) 424-7887, by letter at 625 E. County Road Y, Suite 700, Oshkosh, Wisconsin 54901 or you may contact Matt Oberhofer at (920) 497-8910.

Sincerely,

A handwritten signature in black ink, appearing to read 'N. Glander', written in a cursive style.

Nicholas Glander
Environmental Specialist



Shaw Environmental & Infrastructure, Inc.

July 5, 2006

Mr. Douglas Fyfe
Bollenbeck Rowland Spaude & Fyfe
W6260 Communication Ct.
Appleton, WI 54914

Re: Kaphingst Property
102 N. Main Street, Black Creek, Wisconsin
WDNR BRRTS No. 02-45-184362

Dear Mr. Fyfe:

Shaw Environmental, Inc. (Shaw) is currently completing a Closure Assessment Report (CAR) for the above reference site, which will be submitted to the Wisconsin Department of Natural Resources (WDNR) for closure review. Data from Shaw's CAR indicate that residual soil petroleum contamination remains within the adjacent right-of-way of Burdick Street, Town of Black Creek, Outagamie County, Wisconsin. WDNR is requiring that Shaw notify the Town of Black Creek that residual petroleum contamination does exist in the right-of-way of this property.

The residual petroleum contamination does not pose a threat to public health, safety or welfare, or the environment. Remaining soil contamination is located at depth or beneath asphalt and is inaccessible to direct human contact. Routes of contaminant exposure to negatively affect human health or the environment are minimal. If the land use conditions change in the future and contaminated soil is disturbed, appropriate measures must be implemented to ensure any residual contamination is managed following all applicable State of Wisconsin regulations and standards.

If you have any questions please do not hesitate to contact Matt Oberhofer at (920) 497-8910.

Sincerely,
SHAW ENVIRONMENTAL, INC.

Nicholas Glander
Staff Environmental Specialist