

Source Property Information

BRRTS #: (No Dashes)

ACTIVITY NAME:

PROPERTY ADDRESS:

MUNICIPALITY:

PARCEL ID #:

CLOSURE DATE:

FID #:

DATCP #:

PECFA#:

*WTM COORDINATES:

X: **Y:**

** 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:

☐ Groundwater Contamination > ES (236)

☐ Contamination in ROW

☐ Off-Source Contamination

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

☒ Soil Contamination > *RCL or **SSRCL (232)

☒ Contamination in ROW

☐ Off-Source Contamination

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

Continuing Obligations:

☐ N/A (Not Applicable)

☐ Soil: maintain industrial zoning (220)

*(note: soil contamination concentrations
between non-industrial and industrial levels)*

☐ Structural Impediment (224)

☐ Site Specific Condition (228)

☐ Cover or Barrier (222)

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

☐ Vapor Mitigation (226)

☐ Maintain Liability Exemption (230)

*(note: local government unit or economic
development corporation was directed to
take a response action)*

Note: Comments will not print out.

Monitoring Wells:

Are all monitoring wells properly abandoned per NR 141? (234)

☐ Yes ☐ No ☒ N/A

** Residual Contaminant Level*

***Site Specific Residual Contaminant Level*

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 #: (No Dashes) PARCEL ID #:

ACTIVITY NAME: WTM COORDINATES: X: Y:

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.)
- ☐ **Continuing Obligation Cover Letter** (for property owners affected by residual contamination and/or continuing obligations)
- ☐ **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 #: **Title:** **Plat of W.W. Wright's Third Addition to the Town Plat of Oshkosh**

- ☒ **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 11 x 17 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**

- ☒ **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 #: 2 **Title: Boring Configuration**

- ☒ **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 #: 4 **Title: Extent of Soil Contamination**

BRRTS #: 03-71-559092

ACTIVITY NAME: Town Motel

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 Title: Geologic Cross Section A-A'

Figure #: Title:

- ☐ **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 #: Title:

- ☐ **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 #: Title:

Figure #: Title:

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

Tables must be no larger than 11 x 17 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 #: 1 Title: Soil Sample Laboratory Analytical 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 Title: Groundwater Sample Laboratory 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 #: Title:

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 #: Title:

- ☐ **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).

BRRS #: 03-71-559092

ACTIVITY NAME: Town Motel

NOTIFICATIONS

Source Property

☐ Not Applicable

☒ **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.

☐ Not Applicable

☐ **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.

☐ **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 #:

Title:

☒ **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



STATE OF WISCONSIN

Department of Safety and Professional Services

375 City Center, Suite J
Oshkosh, Wisconsin 54901-1805

Email: dsp@wisconsin.gov

Web: <http://dsp.wi.gov>

Governor Scott Walker

Secretary Dave Ross

February 15, 2013

Mr. Nero Patel
215 Division St
Oshkosh, WI 54901

RE: **Final Closure**

PECFA # 54901-4729-15-B DNR BRRS # 03-71-559092
Town Motel, 215 Division St, Oshkosh

Dear Mr. Patel:

The Wisconsin Department of Safety and Professional Services (DPS) has reviewed the request for case closure prepared by your consultant, Endeavor Environmental Services, Inc, for the site referenced above. DPS has determined that this site does not pose a significant threat to human health or the environment. No further investigation or remedial action is necessary.

This case is now listed as "closed" on the DPS database and will be included on the Department of Natural Resources (DNR) Geographic Information System (GIS) Registry of Closed Remediation Sites to address residual contamination. To review sites on the GIS Registry web page, visit <http://dnr.wi.gov/topic/Brownfields/rrsm.html>. If you intend to construct or reconstruct a potable well on this property, you must get prior DNR approval.

During the site investigation, the preventive action limit (PAL) for Benzene was exceeded in a groundwater sample taken from Boring GP-11 constructed in the road right-of-way, at 0.71 micrograms per liter. DPS is issuing a PAL exemption, per section NR 140.28(2), Wisconsin Administrative Code, for Benzene at the referenced property.

All current and future owners and occupants of the property need to be aware that excavation of contaminated soil may pose a hazard. Special precautions may be needed to prevent inhalation, ingestion or dermal contact with the residual contamination when it is removed. If soil is excavated, the property owner at the time of excavation must 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.

Costs for sampling and excavation activities conducted after case closure are not eligible for PECFA reimbursement. However, if it is determined that any undisturbed remaining petroleum contamination poses a threat, the case may be reopened and further investigation or remediation may be required. If this case is reopened, any original claim under the PECFA fund would also reopen and you may apply for assistance to the extent of remaining eligibility.

Timely filing of your final PECFA claim (if applicable) is encouraged. If your PECFA 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.

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 (920) 424-0025.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tom Verstegen', is written over a horizontal line.

Tom Verstegen
Hydrogeologist – Dept of Safety and Professional Services
PECFA Site Review Section

cc: Joe Ramcheck – Endeavor Environmental Services, Inc

State Bar of Wisconsin Form 11-2003
LAND CONTRACT
(TO BE USED FOR NON-CONSUMER ACT TRANSACTIONS)

Document Number

Document Name

CONTRACT, by and between Shiva Corporation

("Vendor," whether one or more),
and Omparavati, 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 real estate, together
with the rents, profits, fixtures and other appurtenant interests ("Property"),
WINNEBAGO County, State of Wisconsin:

Lots One (1) and Two (2) and the Easterly 1/2 of Lots Three (3) and Four (4),
all of Block Seventeen (17) in Plat of W. W. WRIGHT'S THIRD
ADDITION to the Town Plat of Oshkosh, now in the First Ward, City of
Oshkosh.

Purchaser agrees to purchase the Property and to pay to Vendor at 1121 N.
Lake Street, Neenah, WI 54956

the sum of \$ 525,000.00 in the following manner:

- (a) \$ 81,348.03 at the execution of this Contract; and
- (b) the balance of \$ 443,651.97, together with interest from the date hereof on the balance
outstanding from time to time at the initial rate of 8.00 % per annum until paid in full as follows:

Said principal and interest shall be payable in initial monthly installments of not less than \$4,300.43 per month,
beginning on July 15, 2008 and on the 15th day of each month thereafter, through December 14, 2009. Interest shall
decrease to 6.00% per annum on the 15th day of December 2009 and the remaining principal and interest shall be
payable thereafter in monthly installments of \$3,849.40 beginning on January 15, 2010 and on the 15th day of each
month thereafter through December 14, 2010. Interest shall increase to 7.00% per annum on December 15, 2010 and
the remaining principal and interest shall be payable thereafter in monthly installments of \$4280.91 beginning on
January 15, 2011 and on the 15th day of each month thereafter,

provided the entire outstanding balance shall be paid in full on or before June 15, 2013 ("Maturity
Date"). Payments shall be applied first to interest on the unpaid balance at the rate specified and then to principal.

CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NO OPTION IS CHOSEN, OPTION A SHALL APPLY:

- ☒ A. Any amount may be prepaid without premium or fee upon principal at any time.
- ☐ B. Any amount may be prepaid without premium or fee upon principal at any time after _____.
- ☐ C. There may be no prepayment of principal without written permission of Vendor.

1534220

REGISTER'S OFFICE
WINNEBAGO COUNTY, WI
RECORDED ON

03/12/2010 03:42PM

JULIE PAGEL
REGISTER OF DEEDS

RECORDING FEE 17.00
TRANSFER FEE 1200.00

OF PAGES 4

Recording Area

Name and Return Address

Verdee
215 Division St.
Oshkosh, WI 54901

0101360000

Parcel Identification Number (PIN)

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

This _____ a purchase money mortgage.
(is) (is not)

CHOOSE ONE OF THE FOLLOWING OPTIONS: IF NEITHER IS CHOSEN, OPTION A SHALL APPLY:

- ☐ A. Any prepayment shall be applied to principal in the inverse order of maturity and shall not delay the due dates or change the amount of the remaining payments until the unpaid balance of principal and interest is paid in full.
- ☒ B. 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 specified above; provided that monthly payments shall continue in the event of credit of any proceeds of insurance or condemnation, the condemned premises being thereafter excluded from this Contract.

Purchaser shall pay prior to delinquency all taxes and assessments levied on the Property for the year 2008 and thereafter, and deliver to Vendor on demand receipts showing such payment. Vendor shall pay all back taxes, including any interest and penalties, by the time of closing for all years prior to 2008. If Vendor fails to pay said taxes and any interest and penalties thereon Purchaser may make payments directly to any taxing authority to which they are due and such payments shall be credited as payments hereunder.

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 amount of the full replacement value of the improvements on the Property. Purchaser shall pay the insurance premiums when due. The policies shall contain the standard clause in favor of Vendor's interest, and evidence of such policies covering the Property shall be provided to 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 Vendor deems the restoration or repair to be economically feasible.

- ☐ Purchaser is required to pay Vendor amounts sufficient to pay reasonably anticipated taxes, assessments, and insurance premiums as part of Purchaser's regular payments [CHECK BOX AT LEFT IF APPLICABLE].

Purchaser shall not commit waste nor allow waste to be committed on the Property, keep the Property in good tenable condition and repair, and free from liens superior to the lien of this Contract, and comply with all laws, ordinances and regulations affecting the Property. If a repair required of Purchaser relates to an insured casualty, Purchaser shall not be responsible for performing such repair if Vendor does not make available to Purchaser the insurance proceeds therefor.

Vendor agrees that if the purchase price with interest is fully paid and all conditions fully performed as specified herein, Vendor will execute and deliver to Purchaser a Warranty Deed in fee simple of the Property, free and clear of all liens and encumbrances, except those created by the act or default of Purchaser, and:

CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NO OPTION IS CHOSEN, OPTION A SHALL APPLY:

- ☒ A. Purchaser states that Purchaser is satisfied with the title as shown by the title evidence submitted to Purchaser for examination, at the time of execution of this Contract.

- ☐ B. Purchaser states that the following exceptions set forth in the title evidence submitted to Purchaser for examination, at the time of execution of this Contract, are unsatisfactory to Purchaser: _____

- ☐ C. No title evidence was provided prior to execution of this Contract.

CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NEITHER IS CHOSEN, OPTION A SHALL APPLY:

☒ A. Purchaser agrees to pay the cost of future title evidence.

☐ B. Vendor agrees to pay the cost of future title evidence.

Purchaser shall be entitled to take possession of the Property on July 1, 2008.

Time is of the essence as to all provisions hereunder.

Purchaser agrees that in the event of a default in the payment of principal or interest which continues for a period of 30 days following the due date or 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 mail), the entire outstanding balance under this contract shall become immediately due and payable at Vendor's option and without notice (which Purchaser hereby waives), and Vendor may singly, alternatively or in combination: (i) terminate this Contract and either recover the Property through strict foreclosure or have the Property sold by foreclosure sale; in either event, with a period of redemption, in the court's discretion, to be conditioned on full payment of the entire outstanding balance, with interest thereon from the date of default and other amounts due hereunder (failing which all amounts previously paid by Purchaser shall be forfeited as liquidated damages for failure to fulfill this Contract and as rental for the Property); (ii) sue for specific performance of this Contract; (iii) sue for the unpaid purchase price or any portion thereof; (iv) 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; (v) have Purchaser ejected from possession of the Property and have a receiver appointed to collect any rents, issues or profits; or (vi) pursue any other remedy available in law or equity. An election of any of the foregoing remedies shall only be binding on Vendor if and when pursued in litigation. All costs and expenses including reasonable attorney fees of Vendor incurred to pursue any remedy hereunder to the extent not prohibited by law and expenses of title evidence shall be paid by Purchaser and included in any judgment. The parties agree that Vendor shall have the options set forth in this paragraph available to exercise in Vendor's sole discretion.

Following any default in payment, interest shall accrue at the rate of 12 % per annum on the entire amount in default (which shall include, without limitation, delinquent interest and, upon acceleration or maturity, the entire principal balance).

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

Purchaser may not transfer, sell or convey any legal or equitable interest in the Property, including but not limited to a lease for a term greater than one year, without the prior written consent of Vendor unless the outstanding balance payable under this Contract is paid in full. 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 may mortgage the Property, including the continuation of any mortgage in force on the date of this Contract, provided that Vendor shall make timely payment of all amounts due under any mortgage, and the total due under such mortgages shall not at any time exceed the then remaining principal balance under this Contract, and that Vendor obtains the prior consent of the Purchaser. If Vendor defaults under such mortgages, or fails to pay any liens, and Purchaser is not in default hereunder, Purchaser may make payments directly to Vendor's mortgagee or lien holders and such payments will be credited as payments hereunder. Vendor represents that there are no mortgages or liens on the property at this time.

All terms of this Contract shall be binding upon and inure to the benefit of the heirs, legal representatives, successors and assigns of Vendor and Purchaser.

Dated March 9, 2010, effective as of July 1, 2008.

VENDOR:

Shiva Corporation

PURCHASER:

Omparavati, LLC

Chandrakant B. Patel (SEAL)
* President

Neha Patel (SEAL)
* Owner

Chandrakant B. Patel (SEAL)
*

NEHA PATEL (SEAL)
*

AUTHENTICATION

ACKNOWLEDGMENT

Signature(s) _____ STATE OF WISCONSIN)
authenticated on _____) ss.
_____ COUNTY)

* _____
I, Barbara J. Skoglund, Notary Public, State of Wisconsin, came before me on March 9, 2010,
the above named Chandrakant B. Patel
TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____ to me known to be the person(s) who executed the
authorized by Wis. Stat. § 706.06) _____ foregoing instrument and acknowledged the same.

THIS INSTRUMENT DRAFTED BY:

Attorney Mark W. Manske.

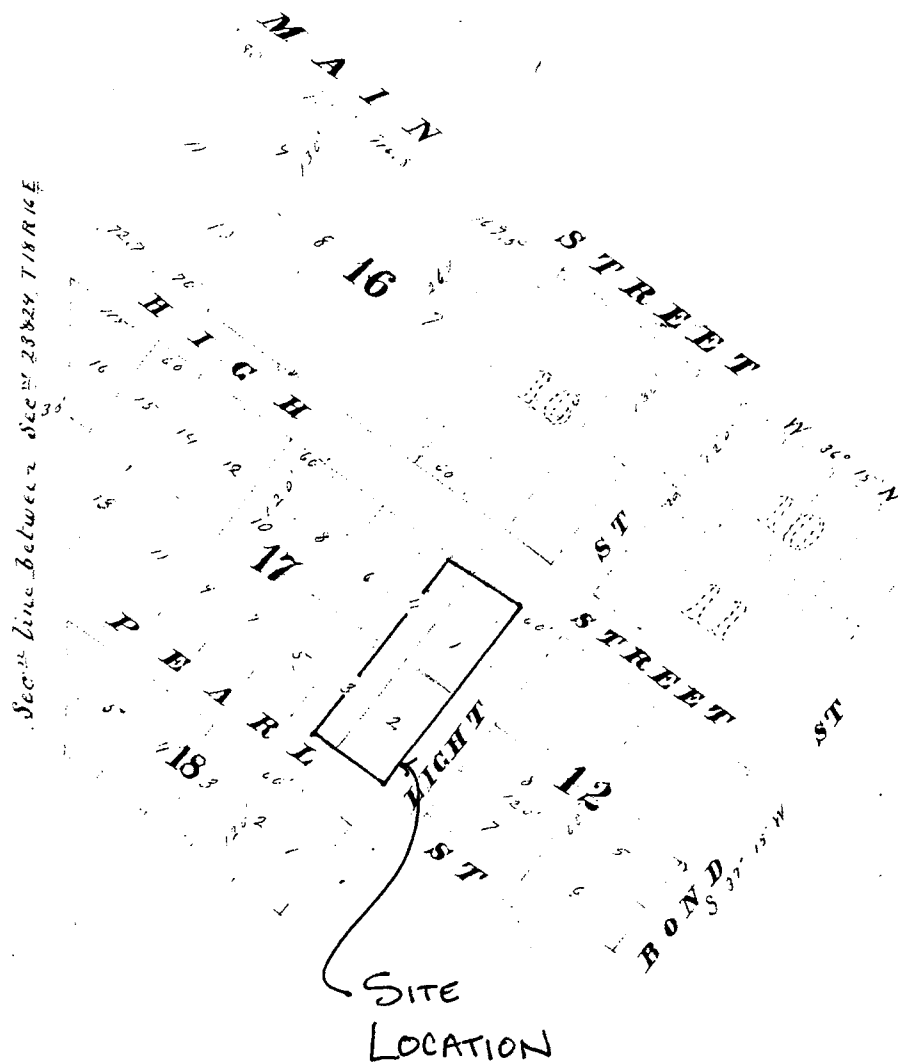
Barbara J. Skoglund
* Barbara J. Skoglund
Notary Public, State of Wisconsin
My Commission (is permanent) (expires: June 27, 2010)

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

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.
LAND CONTRACT STATE BAR OF WISCONSIN FORM NO. 11-2003

* Type name below signatures.

PLAT OF
W. W. WRIGHT'S THIRD ADDITION
TO THE TOWN PLAT
OF OSHKOSH



CERTIFICATION OF LEGAL DESCRIPTION

Parcel Identification Number: 9010136000

Site Address: 215 Division Street, Oshkosh, Wisconsin 54901

Legal Description

Lots One (1) and Two (2) and also the Easterly one-half (1/2) of Lots Three (3) and Four (4), all of Block Seventeen (17) in Plat of W.W. Wrights Third Addition to the Town Plat of Oshkosh, now the First Ward, City of Oshkosh.

Certification

I Chandrasant B. Patel certify that the legal description provided above and on the attached Land Contract is complete and accurate to the best of my knowledge. The legal description correctly describes the parcel affected by petroleum soil contamination for which conditional case closure is being requested.

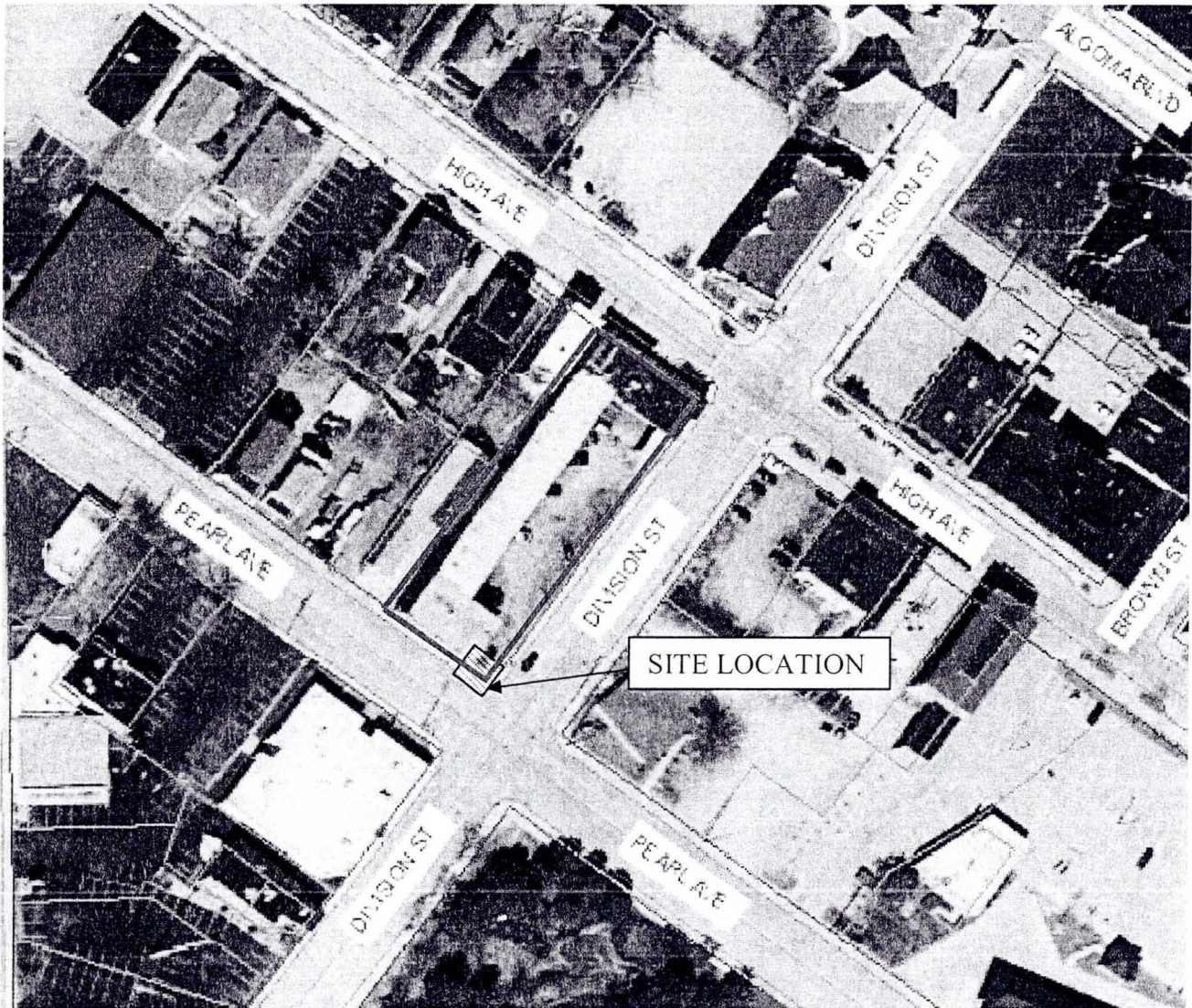
The portion of the City of Oshkosh plat map illustrating the parcel location is also attached.

This statement is in conjunction with the Wisconsin Department of Commerce GIS Registry Packet, PUB-RR-688.

Signature Chandrasant B. Patel

Title General Manager

Date 1/28/13



APPROXIMATE DRAWING SCALE
1" = 100'

LEGEND



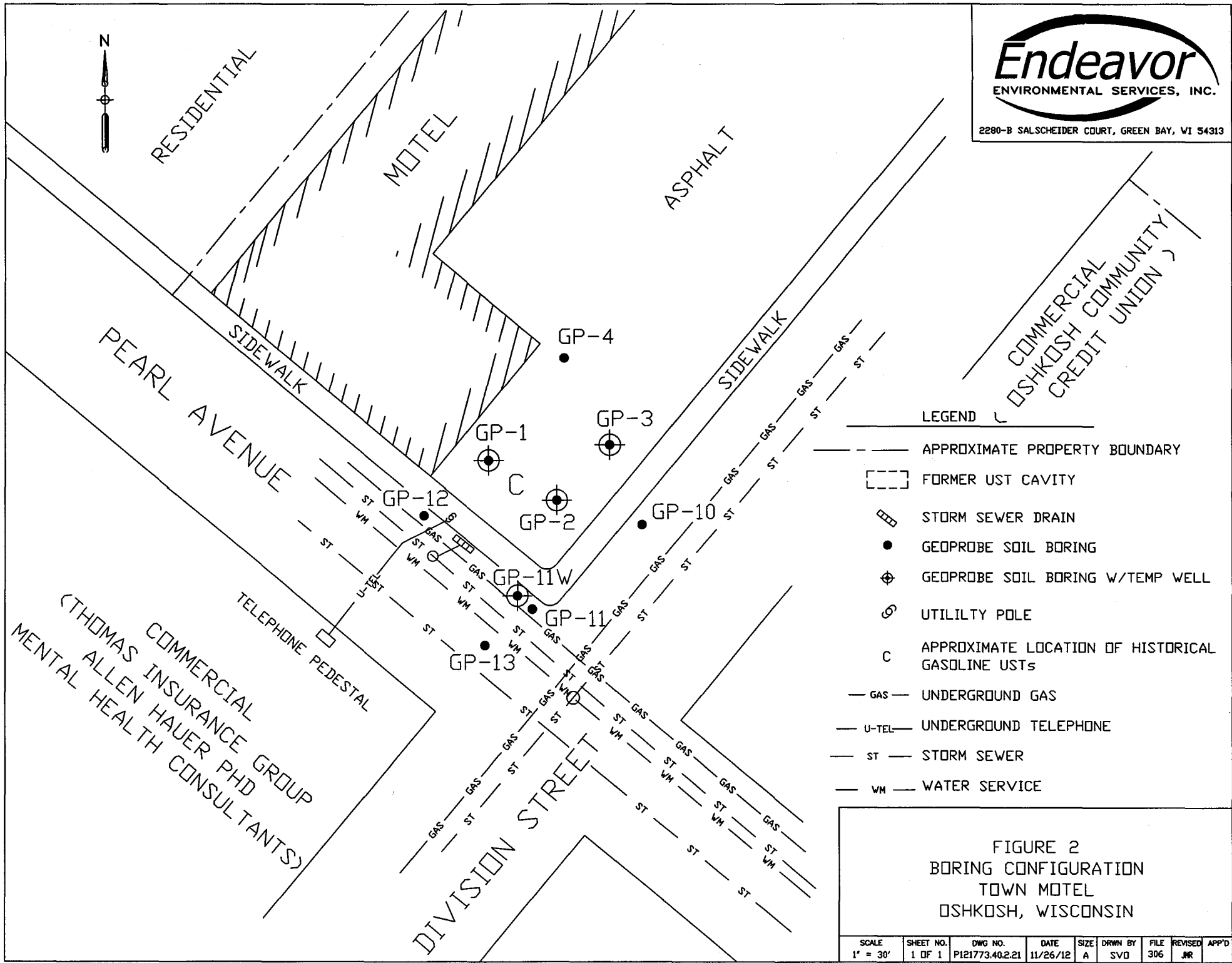
-  Approximate Property Boundary
-  Site Location (See Figure 2 for detail)

FIGURE 1
SITE LOCATION
TOWN MOTEL
OSHKOSH, WISCONSIN



2280-B SALSCHIEDER COURT, GREEN BAY, WI 54313





RESIDENTIAL

MOTEL

ASPHALT



2280-B SALSCHIEDER COURT, GREEN BAY, WI 54313

COMMERCIAL
(DSHKOSH COMMUNITY
CREDIT UNION)

PEARL AVENUE

SIDEWALK

SIDEWALK

GP-4

GP-3

GP-1

GP-2

GP-10

GP-12

GP-11W

GP-11

GP-13

LEGEND



APPROXIMATE PROPERTY BOUNDARY



EXTENT OF SOIL CONTAMINATION
EXCEEDING NR 720 RCLs



STORM SEWER DRAIN



GEOPROBE SOIL BORING



GEOPROBE SOIL BORING W/TEMP WELL



UTILITY POLE



APPROXIMATE LOCATION OF HISTORICAL
GASOLINE USTs



— GAS — UNDERGROUND GAS



— U-TEL — UNDERGROUND TELEPHONE



— ST — STORM SEWER



— WM — WATER SERVICE

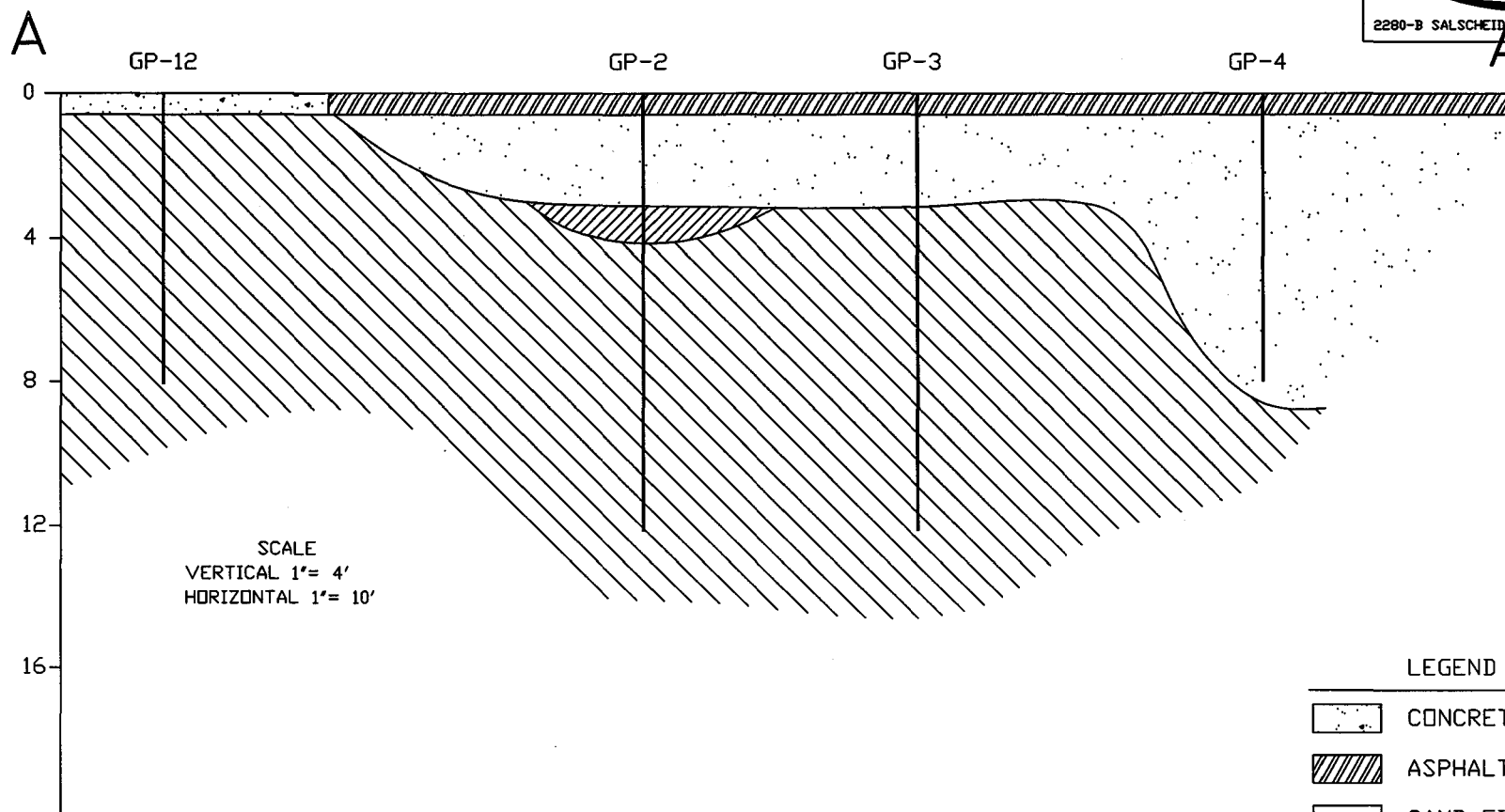
COMMERCIAL
(THOMAS INSURANCE GROUP
ALLEN HAUER PHD
MENTAL HEALTH CONSULTANTS)

TELEPHONE PEDESTAL






DIVISION STREET

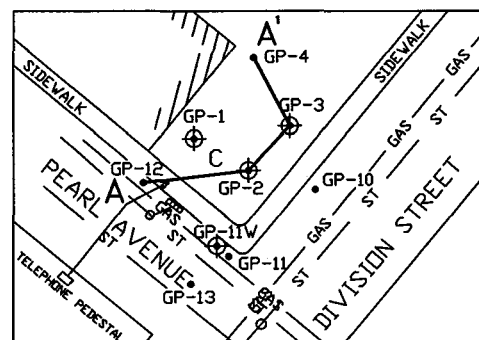
FIGURE 4
EXTENT OF SOIL CONTAMINATION
EXCEEDING NR 720 RCLs
TOWN MOTEL
DSHKOSH, WISCONSIN

SCALE	SHEET NO.	DWG NO.	DATE	SIZE	DRWN BY	FILE	REVISED	APP'D
1" = 30'	1 OF 1	P121773.40.4.20	1/15/13	A	SVI	306		



LEGEND

-  CONCRETE
-  ASPHALT
-  SAND FILL
-  LOAMY CLAY
-  SILTY CLAY



SECTION DETAIL

FIGURE 3
GEOLOGIC CROSS SECTION A-A¹
TOWN MOTEL
OSHKOSH, WISCONSIN

SCALE	SHEET NO.	DWG NO.	DATE	SIZE	DRWN BY	FILE	REVISED	APP'D
SEE NOTE	1 OF 1	P121773.40.3.21	1/31/13	A	SVD	306	JMR	

Table 1
Soil Sample Laboratory Analytical Results
Town Motel
Oshkosh, Wisconsin

Sample ID	Sample Date	Sample Depth (feet bgs)	PID (ppm eq)	GRO	Benzene	Ethyl- benzene	Toluene	Total Xylenes	1,2,4-TMB	1,3,5-TMB	MTBE	Naphthalene	sec- Butylbenzene	n- Butylbenzene	Isopropyl- benzene	p-Isopropyl- toulene	n- Propyl- benzene	Lead
GP-1, S-4	7/13/2012	6.0 - 8.0	13.8	11.8	<25.0	49.9 ^j	<25.0	<75.0	33.0 ^j	<25.0	<25.0	<25.0	NA	NA	NA	NA	NA	NA
GP-2, S-2	7/13/2012	2.0 - 4.0	12.8	NA	<25.0	<25.0	<25.0	<75.0	<25.0	<25.0	<25.0	NA	NA	NA	NA	NA	NA	NA
GP-2, S-3	7/13/2012	4.0 - 6.0	71.2	193	<50.0	593	<50.0	613	782	1,200	<50.0	371	NA	NA	NA	NA	NA	NA
GP-2, S-4	7/13/2012	6.0 - 8.0	3.9	5.6	<25.0	30.9 ^j	<25.0	<75.0	<25.0	<25.0	<25.0	<25.0	NA	NA	NA	NA	NA	NA
GP-3, S-4	7/13/2012	6.0 - 8.0	0.0	<3.1	<25.0	<25.0	<25.0	<75.0	<25.0	<25.0	<25.0	<25.0	NA	NA	NA	NA	NA	NA
GP-4, S-4	7/13/2012	6.0 - 8.0	0.0	<2.9	<25.0	<25.0	<25.0	<75.0	<25.0	<25.0	<25.0	<25.0	NA	NA	NA	NA	NA	NA
GP-10, S-2	10/24/2012	2.0 - 4.0	0.3	NA	<25	<25	<25	<75	<25	<25	<25	NA	NA	NA	NA	NA	NA	NA
GP-10, S-3	10/24/2012	4.0 - 6.0	2.1	<10	<25	<25	<25	<75	<25	<25	<25	<25	NA	NA	NA	NA	NA	5.0
GP-11, S-2	10/24/2012	2.0 - 4.0	3.7	NA	<25	<25	<25	<75	<25	<25	<25	NA	NA	NA	NA	NA	NA	NA
GP-11, S-3	10/24/2012	4.0 - 6.0	>1,000	760	<8.9	340	<50	230 ^j	410	420	<12	153 ^j	830	1,980	910	1,150	1,890	5.8
GP-12, S-2	10/24/2012	2.0 - 4.0	262	NA	98	171	420	2,062	3,200	890	<25	NA	NA	NA	NA	NA	NA	NA
GP-12, S-3	10/24/2012	4.0 - 6.0	>1,000	3,100	<89	8,500	<500	8,200	46,000	5,400	<120	5,900	3,600	9,000	6,100	5,600	11,000	7.9
GP-12, S-4	10/24/2012	6.0 - 8.0	148	51	73	179	192	464	237	263	<25	208	NA	NA	NA	NA	NA	NA
GP-11W, S-5	10/24/2012	8.0 - 10.0	8.1	<10	<25	36	53	36	35	<25	<25	NA	NA	NA	NA	NA	NA	NA
GP-13, S-2	10/24/2012	2.0 - 4.0	1.9	NA	232	161	88	222	174	370	<25	NA	NA	NA	NA	NA	NA	NA
GP-13, S-3	10/24/2012	4.0 - 6.0	2.9	<10	<8.9	<55	<50	<136	<80	<48	<12	<107	<51	<48	<53	<45	<53	2.9
NR 720.09 residual contaminant level				100	5.5	2,900	1,500	4,100	NS	NS	NS	NS	NS	NS	NS	NS	NS	NS
NR 746.06 Table 1 (free product indicator)				NS	8,500	4,600	38,000	42,000	83,000	11,000	NS	2,700	NS	NS	NS	NS	NS	NS
NR 746.06 Table 2 (direct contact standards)				NS	1,100	NS	NS	NS	NS	NS	NS	NS	NS	NS	NS	NS	NS	NS

Notes: ^(j) Estimated concentration above the adjusted method detection limit and below the adjusted reporting limit
All concentrations reported are in parts per billion (ug/kg) except GRO is reported in parts per million (mg/kg)
Bold value represents an exceedance of NR 720.09 residual contaminate level
Italic value represents exceedance of NR 746.06 Table 1 (free product indicator)

bgs:	below ground surface	TMB:	trimethylbenzene
PID:	photoionization detector	MTBE:	methyl tert-butyl ether
ppm eq:	parts per million equivalent	NA:	not analyzed/not applicable
GRO:	gasoline range organics	NS:	no standard

Table 2
Groundwater Sample Laboratory Analytical Results
Town Motel
Oshkosh, Wisconsin

Sample ID	Sample Date	Benzene	Ethylbenzene	Toluene	Total Xylenes	Total TMBs	MTBE	Naphthalene	tert-Butylbenzene	sec-Butylbenzene	n-Butylbenzene	Isopropylbenzene	p-Isopropyl-toulene	n-Propylbenzene
GP-1	7/13/2012	<0.39	0.56 ^J	<0.42	2.04 ^J	<0.83	<0.38	<0.40	NA	NA	NA	NA	NA	NA
GP-2	7/13/2012	<0.39	0.59 ^J	<0.42	1.6 ^J	<0.83	<0.38	0.43 ^J	NA	NA	NA	NA	NA	NA
GP-3	7/13/2012	<0.39	<0.41	<0.42	<1.25	<0.83	<0.38	<0.40	NA	NA	NA	NA	NA	NA
GP-11W	10/24/2012	0.71 ^J	30.8	0.94 ^J	39.24	24.8	<0.8	6.5 ^J	0.97 ^J	8.3	8.8	37	5.8	47
NR 140 enforcement standard		5	700	800	2,000	480	60	100	NS	NS	NS	NS	NS	NS
NR 140 preventive action limit		0.5	140	160	400	96	12	10	NS	NS	NS	NS	NS	NS

Notes: All concentrations reported are in parts per billion (ug/L).
^(J): Estimated concentration above the adjusted method detection limit and below the adjusted reporting limit.
Italic value represents exceedance of NR 140 preventive action limit
TMB: trimethylbenzene NA: not analyzed/not applicable
MTBE: methyl tert-butyl ether NS: no standard

Neha Patel
Nero Patel
Omparavati, LLC
215 Division Street
Oshkosh, Wisconsin 54901

**RE: Notification of Residual Contamination
Town Motel
215 Division Street
Oshkosh, Wisconsin 54901**

**WDNR BRRTS No. 03-71-559092
COMM No. 54901-4729-15-B**

This letter is being sent to you as the purchaser by land contract of the above referenced property. Environmental monitoring performed at the property has shown that residual soil contamination exceeding NR 720 generic residual contaminant levels (RCLs) for protection of groundwater remain on the property. Site closure is being requested at this time, and in accordance with the requirements of s. NR 726.05 (2) (b) 4, and (3) (a) 4.g., the following information is being provided.

Soil petroleum contamination exists on the property located at 215 Division Street. The levels of gasoline range organics (GRO), benzene, ethylbenzene, total xylenes and naphthalene contamination in the soil on the property are above generic RCLs. However, our environmental consultant, Endeavor Environmental Services, Inc. has informed me that the soil contaminant plume has been defined and the remaining contamination will naturally degrade over time. I believe that allowing natural attenuation to complete the cleanup at this site will meet the requirements for case closure that are found in chapter NR 726 Wisconsin Administrative Code, and I will be requesting that the Wisconsin Department of Safety and Professional Services (DPS) accept natural attenuation as the final remedy for this site and grant case closure. Closure means that the DPS will not be requiring any further investigation or cleanup action to be taken, other than the reliance on natural attenuation."

Even though the source of the identified soil contamination is on this property, neither you nor any subsequent owner of your property will be held responsible for investigation or cleanup of this soil contamination, as long as you and any subsequent owners comply with the requirements of section 292.13, Wisconsin Statutes, including allowing access to your property for environmental investigation or cleanup if access is required. 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, you may visit <http://www.dnr.state.wi.us/org/aw/rr/archives/pubs/RR589.pdf> or call 608-267-3859.

The Wisconsin Department of Safety and Professional Services will not review my closure request for at least 30 days after the date of this letter. As an affected property owner, you have a right to contact the Department to provide any technical information that you may have that indicates that closure should not be granted for this site. If you would like to submit any information to the DPS that is relevant to this closure request, you should mail that information to:

Tom Verstegen – Advanced Hydrogeologist

Wisconsin Department of Safety and Professional Services
PECFA Site Review Section
375 City Center, Suite J
Oshkosh, Wisconsin 54901-4999

If this case is closed, all properties within the site boundaries where soil contamination exceeds RCLs 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 or groundwater contamination above regulatory or site-specific standards existed at the time that the case was closed. This GIS Registry will be available to the general public on Department of Natural Resources' internet web site.

Once the Department makes a decision on my closure request, it will be documented in a letter. If the Department grants closure, you may obtain a copy of this letter by requesting a copy from me, by writing to the agency address given above or by accessing the DNR GIS Registry of Closed Remediation Sites on the internet at <http://www.dnr.wi.gov/org/aw/rr/gis/index.htm> <http://www.dnr.state.wi.us/org/water/dwg/3300254.pdf>. A copy of the closure letter is included as part of the site file on the GIS Registry of Closed Remediation Sites.

If you need more information, you may contact me by mail at 1121 North Lake Street, Neenah, Wisconsin 54956 or by phone at (920) 205-4076, or you may contact Tom Verstegen-DSPS at (920) 424-0025.

Sincerely,



Chandrakant Patel
Shiva Corporation
Responsible Party

SOURCE
PROPERTY

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none">■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.■ Print your name and address on the reverse so that we can return the card to you.■ Attach this card to the back of the mailpiece, or on the front if space permits.		<p>A. Signature X <i>Neha Patel</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>	
<p>1. Article Addressed to:</p> <div style="border: 1px solid black; padding: 5px; margin: 10px auto; width: 150px;">Neha Patel Nero Patel Omparavati, LLC 215 Division Street Oshkosh, WI 54901</div>		<p>B. Received by (Printed Name) <i>Neha Patel</i> C. Date of Delivery <i>2-1-13</i></p>	
		<p><input checked="" type="checkbox"/> Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>2. Article Number (Transfer from service label) 7012 0470 0001 5165 9651</p>		<p>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.</p>	
		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540



RIGHT-OF-WAY

January 15, 2013

Mr. David Patek, Director of Public Works
City of Oshkosh
215 Church Avenue
Oshkosh, Wisconsin 54901

RE: Notification of Contamination within Right-of-Way

**Town Motel
215 Division Street
Oshkosh, Wisconsin 54901**

**WDNR BRRTS No. 03-71-559092
DSPA No. 54901-4729-15-B**

Dear Mr. Patek:

Endeavor Environmental Services, Inc. (Endeavor) is providing this information as notification of the presence of residual groundwater contamination that remains within the Pearl Avenue and Division Street right-of-ways. This contamination has migrated from the Town Motel site located at 215 Division Street, into the adjacent right-of-ways. Soil sample analysis has reported concentrations of gasoline range organics (GRO), benzene, ethylbenzene, total xylenes and naphthalene at concentrations exceeding Wisconsin Administrative Code (WAC), NR 720 residual contaminant levels or NR 746 free product indicator. The extent of the residual soil contamination is illustrated in the attached figures (see Figure 4 – Extent of Soil Contamination Exceeding NR 720 RCLs and Figure 5 Vertical Extent of Soil Contamination Exceeding NR 720 RCLs (A-A')).

If you have any questions regarding the provided information, please feel free to contact Endeavor at (920) 437-2997 at your convenience.

Sincerely,

A handwritten signature in black ink, appearing to read "Cody Brauner", is written over a horizontal line.

Cody Brauner
Environmental Technician

Enclosure