

## 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:

- |  |  |
|--|--|
| <input type="checkbox"/> Groundwater Contamination > ES (236)                                | <input checked="" type="checkbox"/> Soil Contamination > *RCL or **SSRCL (232)               |
| <input type="checkbox"/> Contamination in ROW  | <input checked="" type="checkbox"/> Contamination in ROW                                     |
| <input type="checkbox"/> Off-Source Contamination  | <input type="checkbox"/> Off-Source Contamination  |
| <i>(note: for list of off-source properties<br/>see "Impacted Off-Source Property" form)</i> | <i>(note: for list of off-source properties<br/>see "Impacted Off-Source Property" form)</i> |

### Continuing Obligations:

- |   |  |
|---|--|
| <input type="checkbox"/> N/A (Not Applicable)   | <input type="checkbox"/> Cover or Barrier (222)  |
| <input type="checkbox"/> Soil: maintain industrial zoning (220)                                   | <i>(note: maintenance plan for<br/>groundwater or direct contact)</i>  |
| <i>(note: soil contamination concentrations<br/>between non-industrial and industrial levels)</i> | <input type="checkbox"/> Vapor Mitigation (226)  |
| <input type="checkbox"/> Structural Impediment (224)  | <input type="checkbox"/> Maintain Liability Exemption (230)  |
| <input type="checkbox"/> Site Specific Condition (228)  | <i>(note: local government unit or economic<br/>development corporation was directed to<br/>take a response action )</i> |

**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).

BRRTS #: 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: [dps@wisconsin.gov](mailto:dps@wisconsin.gov)  
Web: <http://dps.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 BRRTS # 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,

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

cc: Joe Ramcheck - Endeavor Environmental Services, Inc



**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 )

\* \_\_\_\_\_ personally came before me on March 9, 2010  
the above named Chandrakant B. Patel  
TITLE: MEMBER STATE BAR OF WISCONSIN Neha Patel  
(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.

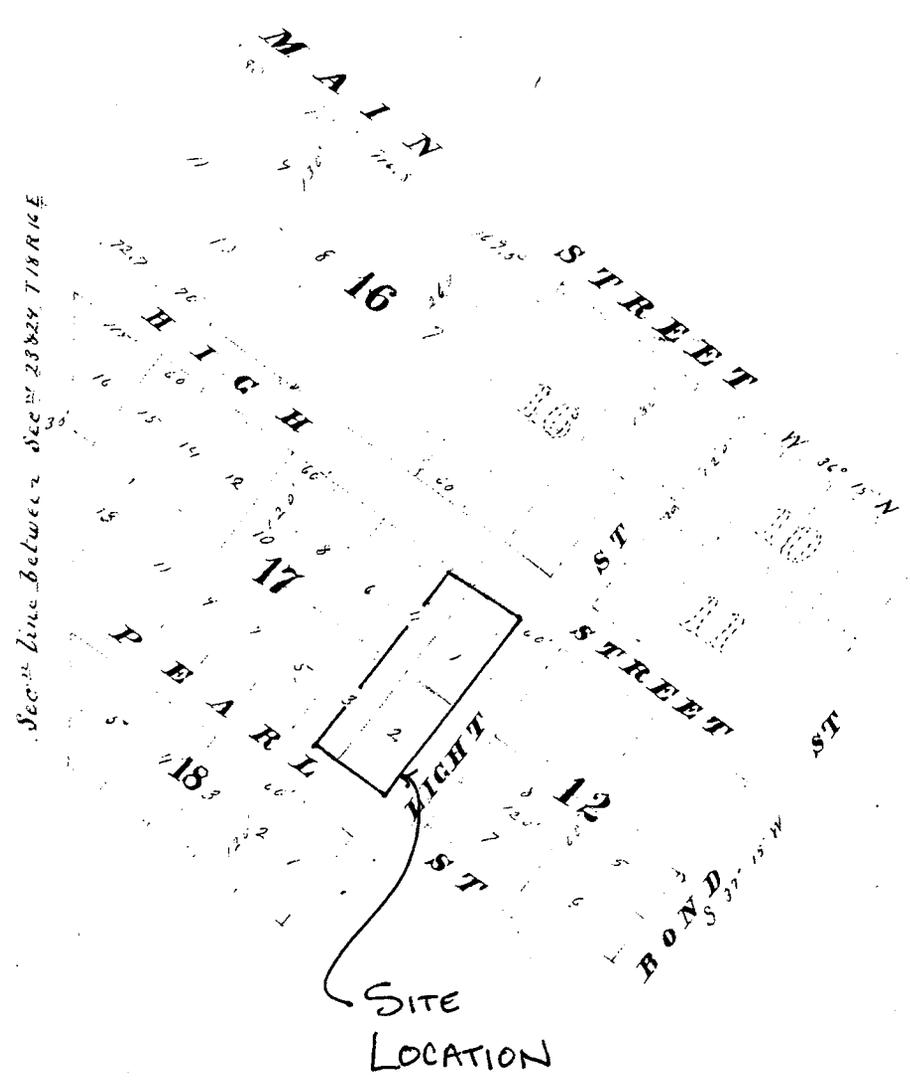
Barbara J. Skoglund  
\* Barbara J. Skoglund  
Notary Public, State of Wisconsin  
My Commission (is permanent) (expires: June 27, 2010)

(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 Chandrukant 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.

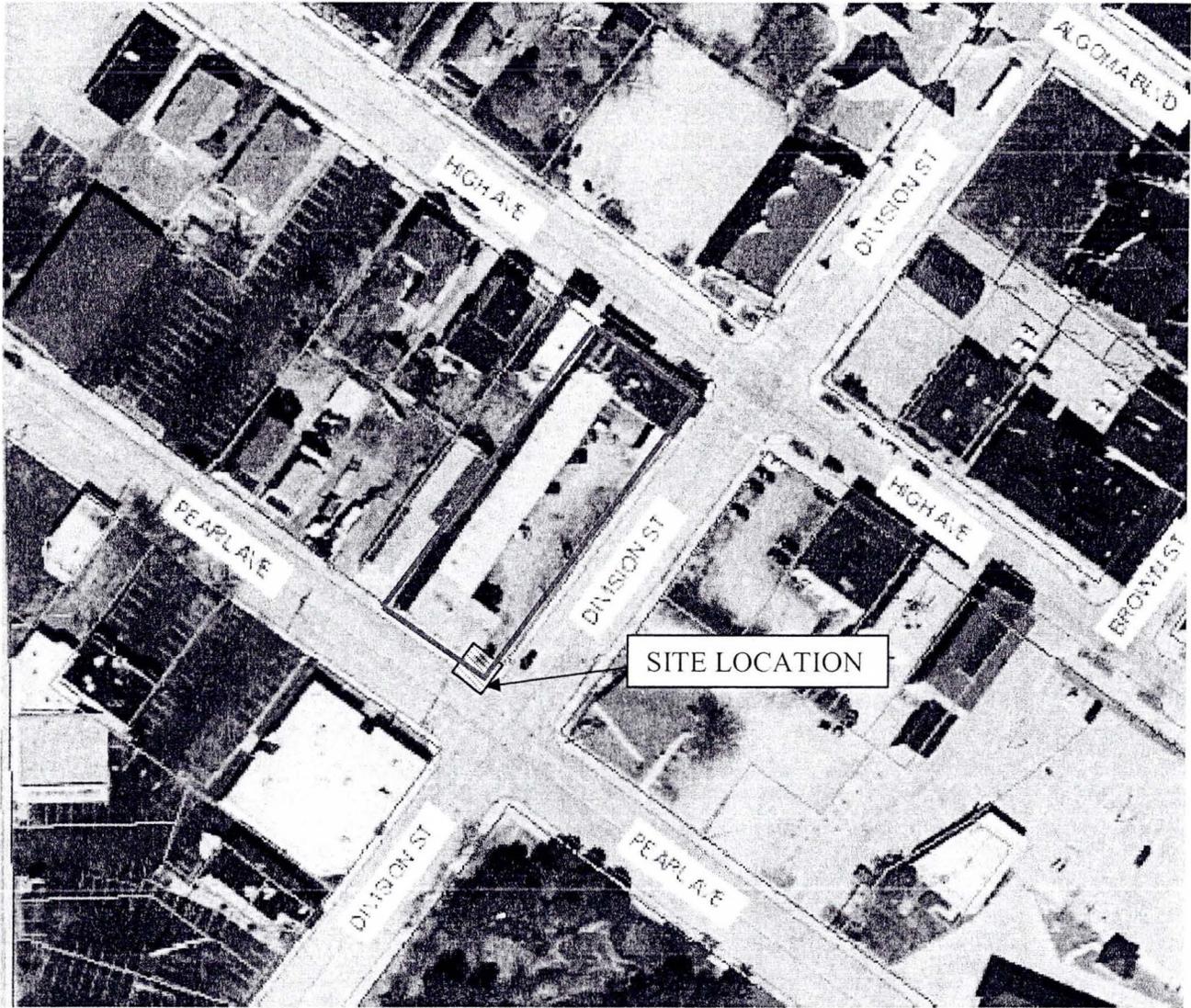
The portion of the City of Oshkosh plat map illustrating the parcel location is also attached.

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

Signature Chandrukant B. Patel

Title General Manager

Date 1/28/13



APPROXIMATE DRAWING SCALE  
1" = 100'

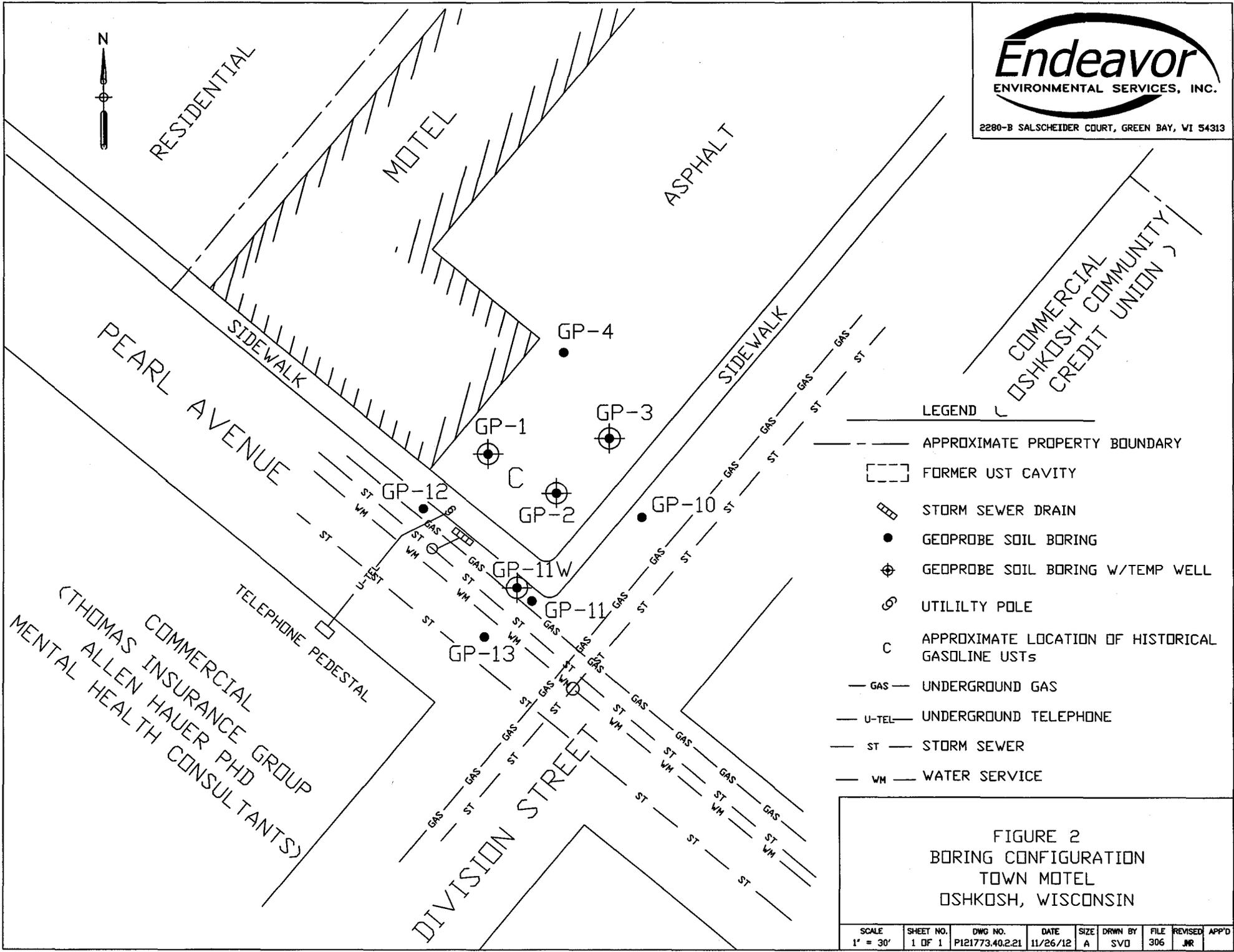
**LEGEND**

-  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



LEGEND

- APPROXIMATE PROPERTY BOUNDARY
- [ ] FORMER UST CAVITY
- [ ] STORM SEWER DRAIN
- GEOPROBE SOIL BORING
- ⊕ GEOPROBE SOIL BORING W/TEMP WELL
- ⊙ UTILITY POLE
- C APPROXIMATE LOCATION OF HISTORICAL GASOLINE USTs
- GAS — UNDERGROUND GAS
- U-TEL — UNDERGROUND TELEPHONE
- ST — STORM SEWER
- WM — WATER SERVICE

FIGURE 2  
BORING CONFIGURATION  
TOWN MOTEL  
OSHKOSH, WISCONSIN

SCALE	SHEET NO.	DWG NO.	DATE	SIZE	DRWN BY	FILE	REVISED	APP'D
1" = 30'	1 OF 1	P121773.40.2.21	11/26/12	A	SVD	306	JR	



2280-B SALSCHIEDER COURT, GREEN BAY, WI 54313

RESIDENTIAL

MOTEL

ASPHALT

COMMERCIAL  
( DSHKOSH COMMUNITY  
CREDIT UNION )

PEARL AVENUE

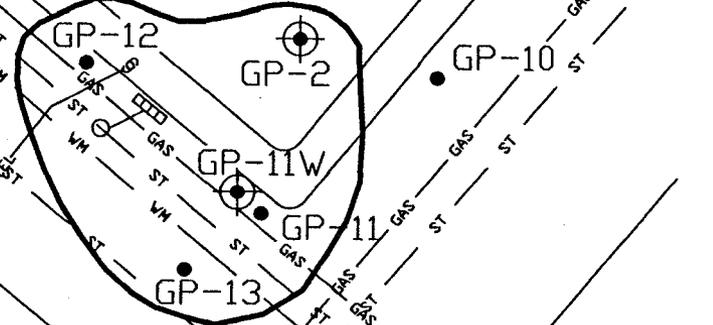
SIDEWALK

SIDEWALK

COMMERCIAL  
(THOMAS ALLEN HAUER PHD  
MENTAL HEALTH CONSULTANTS)

TELEPHONE PEDESTAL

DIVISION STREET

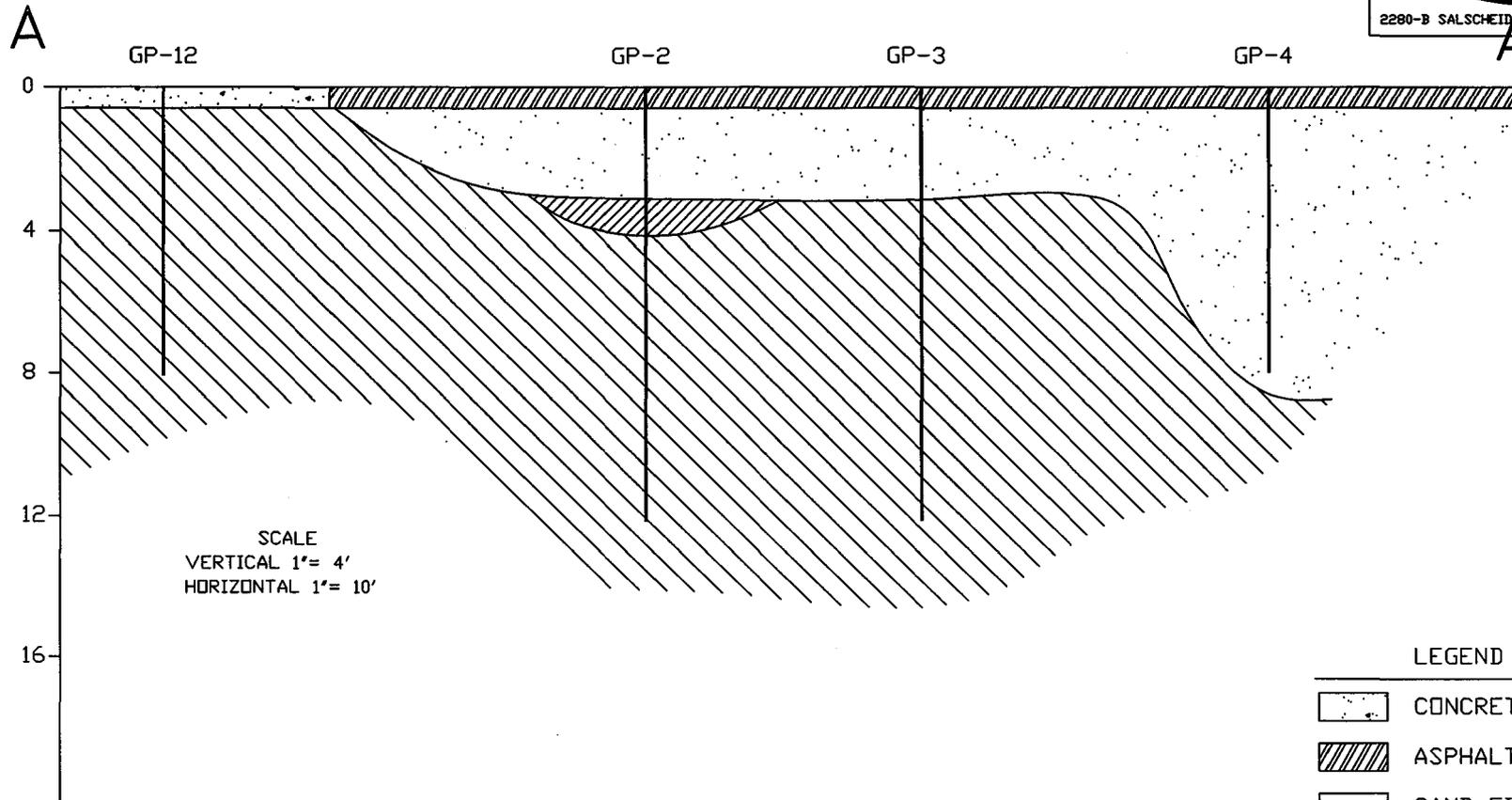


LEGEND

- 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
- UNDERGROUND GAS
- UNDERGROUND TELEPHONE
- STORM SEWER
- WATER SERVICE

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

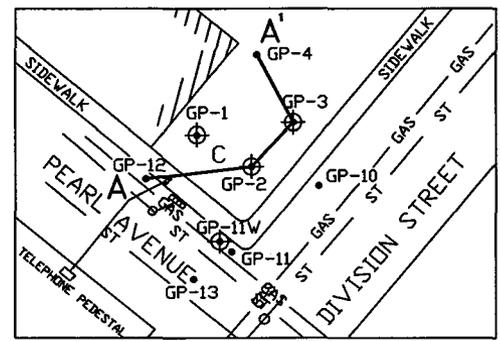
SCALE	SHEET NO.	DWG NO.	DATE	SIZE	DRWN BY	FILE	REVISED	APP'D
1" = 30'	1 OF 1	P121773.40.4.20	1/15/13	A	SVD	306		



SCALE  
 VERTICAL 1" = 4'  
 HORIZONTAL 1" = 10'

LEGEND

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



SECTION DETAIL

FIGURE 3  
 GEOLGIC CROSS SECTION A-A<sup>1</sup>  
 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	SVO	306	JR	



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 <sup>J</sup>	<0.42	2.04 <sup>J</sup>	<0.83	<0.38	<0.40	NA	NA	NA	NA	NA	NA
GP-2	7/13/2012	<0.39	0.59 <sup>J</sup>	<0.42	1.6 <sup>J</sup>	<0.83	<0.38	0.43 <sup>J</sup>	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 <sup>J</sup>	30.8	0.94 <sup>J</sup>	39.24	24.8	<0.8	6.5 <sup>J</sup>	0.97 <sup>J</sup>	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).  
<sup>(J)</sup>: 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

SOURCE  
PROPERTY

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

SOURCE  
PROPERTY

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"><li>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li><li>■ Print your name and address on the reverse so that we can return the card to you.</li><li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li></ul>	A. Signature <b>X</b> <i>Neha</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
1. Article Addressed to:  <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 10px auto;"><p>Neha Patel Nero Patel Omparavati, LLC 215 Division Street Oshkosh, WI 54901</p></div>	B. Received by (Printed Name) <i>Neha Patel</i>	C. Date of Delivery <i>2-1-13</i>
2. Article Number (Transfer from service label)	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
	3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
	4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
	7012 0470 0001 5165 9651	



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  
DSPS 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