

VILLAGE STAFF REPORT OF NOVEMBER 19, 2012

OLD BUSINESS

- A. Consider the **Settlement Agreement between the Village of Pleasant Prairie and VIDHYA Corp, VIII, Inc.** for the BP Amoco located at 10477 120th Avenue related to the remedial activities and conditions to correct the illicit discharges at the property.

Recommendation: Village staff recommends approval of the Settlement Agreement as presented provided the Condition Use Permit (CUP) and the Zoning Text Amendment (PUD) are approved by the Village Plan Commission and Village Board, respectively. Said approved PUD and CUP shall be included as Exhibit D to the Settlement Agreement.

- B. **PUBLIC HEARING AND CONSIDERATION OF A CONDITIONAL USE INCLUDING SITE AND OPERATIONAL PLANS** for the request of Attorney J. Michael McTernan agent for VIDHYA Corp, VIII, Inc. that would allow BP Amoco to operate the gasoline station and AM/PM convenience store and to expand the facility for the installation of a carbon treatment system that will treat existing contaminated ground water from several reported hazard substance releases at the site located at 10477 120th Avenue.

Recommendation: Village staff recommends approval of the Conditional Use Permit subject to compliance with the Village Staff Report of November 19, 2012.

- C. **PUBLIC HEARING AND CONSIDERATION OF A ZONING TEXT AMENDMENT** for the request of Attorney J. Michael McTernan agent for VIDHYA Corp, VIII, Inc. to amend the BP-Amoco Planned Unit Development Ord. No. 01-32 to reflect the proposed new site conditions and business operations of the BP Amoco gasoline station and AM/PM convenience store located at 10477 120th Avenue.

Recommendation: Village staff recommends that the Plan Commission send a favorable recommendation to the Village Board to approve the Zoning Text Amendment as presented.

- D. **CONTINUED CONSIDERATION OF A REVOCATION OR SUSPENSION OF CONDITIONAL USE PERMIT #01-11** that was approved by the Village Plan Commission on June 25, 2001 that allows BP Amoco to operate the gasoline station and convenience store located at 10477 120th Avenue. This matter specifically relates to the written complaint filed by the Village Zoning Administrator regarding BP Amoco's noncompliance with the terms of said Conditional Use Permit and their violation of Village Ordinance Section 420-145 G., as it relates to "standards for conditional uses" and specifically Section 420-38 D., Water Quality Protection performance standards.

Recommendation: Village staff recommendation will be presented at the meeting.

NEW BUSINESS

- A. Consider approval of the **Digital Security Imaging System Agreement and associated Access Easement** for the BP Amoco gasoline station and AM/PM convenience store located at 10477 120th Avenue.

Recommendation: Village staff recommends approval of the Digital Security Imaging System Agreement and associated Access Easement subject to compliance with the Village Staff Report of November 19, 2012.

PUBLIC HEARING COMMENTS:

As a part of the hearing record, the Village staff has compiled a listing of findings, exhibits and conclusions regarding the petitioner's request as presented and described below:

Findings of Fact

1. The petitioner is requesting the following approvals for the BP Amoco gasoline and AM/PM convenience store located at 10477 120th Avenue, known as Lot 14 of CSM 1489 located in a part of U.S. Public Land Survey Section 30, Township 1 North, Range 22 East in the Village of Pleasant Prairie and further identified as Tax Parcel Number 92-4-122-302-0130:
 - a. Consider the **Settlement Agreement between the Village of Pleasant Prairie and VIDHYA Corp, VIII, Inc.** for the BP Amoco located at 10477 120th Avenue related to the remedial activities and conditions to correct the illicit discharges at the property.
 - b. **Conditional Use Permit including Site and Operational Plans** that would allow BP Amoco to operate the gasoline station and AM/PM convenience store and to address the installation of a carbon treatment system that will treat existing contaminated ground water from several reported hazard substance releases at the site located at 10477 120th Avenue.
 - c. **Zoning Map Amendment** to amend the BP-Amoco Planned Unit Development Ord. No. 01-32 to reflect the proposed new site conditions and business operations of the BP Amoco gasoline station and AM/PM convenience store located at 10477 120th Avenue.
 - d. **Digital Security Imaging System Agreement and associated Access Easement** for the BP Amoco gasoline station and AM/PM convenience store located at 10477 120th Avenue.
2. VIDHYA Corp, VIII, Inc. ("Vidhya") is the current owner of a property located at 10477 120th Avenue, Pleasant Prairie Wisconsin (the "Property") with the following Tax Parcel number: 92-4-122-302-0130. The Property contains the BP Amoco gasoline station #3789 and AM/PM convenience store (the "Station").
3. In June 1993, August 1993, December 22, 1998, September 1999, May 2006 and February 2001, separate hazardous substance releases (the "Prior Releases") at the Property were reported to the Wisconsin Department of Natural Resources (the "WDNR"), for which the WDNR identified BP as the responsible party ("RP"). The WDNR closed the site with Geographic Information Service (GIS) Registry on December 20, 2006 (**Exhibit A of Exhibit 1** contains information regarding historical releases).
4. On April 26, 2011, the Village of Pleasant Prairie reported to the WDNR what it claimed was a hazardous substance release at the Property. The WDNR subsequently identified Vidhya as the RP. In addition, on or about June 9, 2009 WE Energies and the owner of an adjacent property reported a strong gassy smell and a possible spill in a ditch line area along the south side of STH 165, adjacent to the Property (Collectively, the Prior Releases, June 2009, April 2011 and any subsequent releases at the Property are referred to as the "Releases".)
5. The Station operates at the Property under Conditional Use Permit #01-11, approved by the Village Plan Commission on June 25, 2001 (the "C.U. Permit").
6. On February 22, 2012, the Village issued a compliance order (the "Order") to Vidhya to: eliminate the alleged illicit discharge at the Property; cease and desist the alleged

- discharges, practices, or operations; and/or, to abate or remediate the alleged stormwater pollution or contamination hazards and restore any affected property.
7. Vidhya is of the opinion that because the site is situated in clay, the pipeline and utility trenches with granular backfill serve as a collection system for the multiple petroleum releases which occurred during BP's ownership. Some tests results have contained high concentrations of contaminants, including diesel range organics (DRO) and benzene which may indicate a more recent discharge of petroleum products on the Property which could be contributing to the alleged illicit discharge at the Property.
 8. From April, 2011 to November 5, 2012 several Remedial Activities have been conducted by Vidhya, see **Exhibit A of Exhibit 1**.
 9. The Village has alleged that Vidhya has not met the Order's required actions, and has issued several citations (the "Citations") to Vidhya and is also alleging that Vidhya is noncompliant with the terms of the C.U. Permit due to "illicit discharges or petroleum releases into the drainage ditch adjacent to the Property that have occurred and continue to occur from the Property, which also drain onto the adjacent property impacting the water quality and resulting in potentially both soil and water contamination." The Citations include potential fines totaling \$84,500.00 (the "Fines"). The Village has also threatened to suspend or revoke the C.U. Permit and use of the Property as a gas station until or unless "there is compliance with the standards, regulations and condition imposed with said permit." Even though the Village alleges that Vidhya has not met the Order's required actions, the Village stopped issuing Citations as of July 22, 2012. A public hearing was held before the Village Plan Commission on August 20, 2012 and at that time evidence and testimony were submitted and the hearing was closed. The Village Plan Commission made no findings and did not act on the Petition of the Village to revoke or suspend the C.U. Permit and has since adjourned the meeting to November 19, 2012.
 10. Vidhya disputes that it is responsible for the Releases at the Property or for the environmental condition of the Property. Nonetheless, Vidhya has spent approximately \$300,000 to date to address the Releases and has agreed to take additional actions to further address the Releases.
 11. Illicit discharges at the Property which violate Village Ordinances continue and Vidhya has agreed to perform remedial activities for stopping said illicit discharges from the Property and Vidhya further agrees to comply with all Village Ordinances.
 12. In return for Vidhya's agreement to complete and fulfill performance of certain Remedial Activities at the Property to further address the Releases, and to bring the Property into compliance with Village Ordinances, the Village has agreed to the terms of the Settlement Agreement and to allow the C.U. Permit, amended as provided below, to continue in effect.
 13. In accordance with the **Settlement Agreement** (see **Exhibit 1**), Vidhya and/or Vidhya's consultants or contractors on Vidhya's behalf, shall complete the following Remedial Activities, in accordance with applicable law:
 - a. By October 1, 2012, conduct interim Remedial Activities by installing a 21,000 gallon frac water holding tank (delivered September 17, 2012) for pump out and ground water level control of the UST tank field to eliminate from the north storm water ditch, discharges of petroleum impacted ground water (subject to reasonable permit issuance by the controlling governmental agencies). Pumping of the tank field started September 20, 2012;

- b. Prepare and submit to the Village a written plan for sampling, and analytical testing of the storm water discharge, to include at a minimum PVOC, lead, naphalene and PAH analysis during the initial startup phase, see **Exhibit B of Exhibit 1**. Depending on the results of testing, additional parameters may be added or subtracted from the sampling regimen, reasonably acceptable to the Village, by November 16, 2012. In addition, the Village or its contractors shall be entitled to perform similar sampling and analytical testing, at Vidhya's expense, for purposes of confirmation of testing results and compliance monitoring;
- c. Beginning on November 9, 2012 prepare a daily inspection log (to be delivered to the Village Engineer weekly) and complete daily inspections of the Property, to include the storm water discharge culvert and the road ditch and weekly checks of the tank sumps. By November 26, 2012, Vidhya agrees that the liquid level in the diesel tank sumps and gasoline tank sumps shall be maintained at a level of 8 feet or greater below the ground surface to the top of the water level in the sumps.;
- d. Work with the WDNR to prepare a Preliminary Site Investigation Plan based on the information and sampling results developed during implementation of the Remediation Plan which Site Investigation Plan will be completed and a copy delivered to the Village by November 16, 2012;
- e. By December 7, 2012 install ground water monitoring wells and soil probes pursuant to the Preliminary Site Investigation Plan;
- f. Prepare and submit to the Village a Preliminary Remediation Plan, reasonably acceptable to the Village, by November 16, 2012; said Remediation Plan to include testing and remediation in compliance with all local, state and federal laws, rules, regulations and ordinances, including without limitation, those contained in Chapter 292 of the Wisconsin Statutes;
- g. Contain any contaminated materials at the Property, including but not limited to maintaining and replacing, as necessary, surface water skimmer booms and/or additional materials to capture any sheen in the road ditch area;
- h. By December 19, 2012, install a system of blocking/recovery wells near the storm water outfall and near the sanitary lateral (also submit and obtain Village Erosion Control Permit) and install a carbon treatment system on the Property by January 18, 2013 to treat and control groundwater level in the tank field and construct a heated and insulated small structure that will prevent equipment from freezing. All parties acknowledge prior to construction of any recovery system Vidhya shall provide plans and elevations to the Village for Village review, and to obtain any necessary temporary or permanent amendments or changes to the C.U. Permit and the PUD Ordinance affecting the Property **Exhibit C of Exhibit 1** shows the location for the carbon treatment system for ground water treatment;
- i. Consult with the WDNR and obtain WDNR comments on the planned Remedial Activities;
- j. Replace northerly outfall manhole by December 7, 2012 and to properly dispose of any contaminated soils that may have to be excavated during said storm sewer repairs or any future repairs;
- k. Re-sod and restore the Property disturbed by implementation of Remedial Activities;

- l. Consent to the amendment of the C.U. Permit and the PUD Ordinance affecting the Property, to provide that any violation of the terms of this Settlement Agreement will be a violation of the terms of the C.U. Permit, to authorize the construction of the carbon ground water treatment system and structure;
- m. Comply with the performance standards and reporting requirements of the WDNR WPDES Permit and with WDNR regulatory requirements for the investigation and remediation of any onsite and offsite discharges or releases incorporated herein by reference; and
- n. Substantial completion and OPERATION of all Remedial Activities shall take place on or before April 1, 2013, and final completion of all Remedial Activities shall take place on or before May 1, 2013 (the "Compliance Date").
- o. Vidhya agrees to pay all reasonable costs and expenses incurred by the Village arising out of, or relating to, the alleged illicit discharges at the Property or the enforcement of this Agreement, including without limitation, reasonable attorneys' fees, environmental consultant fees, fees for the Village Engineer and other Village staff, testing, sampling, and all similar costs. The Village estimates that its costs to September 27, 2012 are approximately \$39,099.40 as shown on **Exhibit E of Exhibit 1** attached hereto and incorporated herein by reference. Vidhya agrees to pay the amount of \$39,099.40 on or before December 31, 2012 and to pay any other invoices from the Village for such expenses within fourteen (14) days following the date they have been notified by the Village in accordance with Paragraph 17 of the Settlement agreement of amounts owed.
- p. The Village agrees not to issue any new Citations regarding anything covered in this Agreement, subject to the ability of the Village to issue new Citations if Vidhya violates any terms or provisions of this Agreement or Village ordinances after the date of this Agreement, and allow the Conditional Use Permit, as amended, to continue in effect. Nothing contained in this Agreement shall affect the rights of the parties regarding any Citations and Fines issued prior to the date of this Agreement. All such existing Citations and Fines shall be the subject of the pending legal action in the Village Municipal Court.
- q. Vidhya shall apply for and obtain all local, state and federal permits that are required for Vidhya to undertake the Remedial Activities, including but not limited to a Wisconsin DOT Work-in-the-Right-Of-Way Permit and a Village erosion control permit (collectively, the "Remedial Activities Permit(s)"). All parties acknowledge that the C.U. Permit and PUD Ordinance affecting the Property will need to be amended to allow the construction of the carbon ground water treatment system and structure.
- r. The Village agrees to reasonably support and facilitate the review and approval of Vidhya's applications for the Remedial Activities Permits.
- s. Except as specifically set forth in the Settlement Agreement, Vidhya agrees to indemnify and to hold harmless the Village and all of its elected officials, officers, directors, employees, agents, shareholders, attorneys, subsidiaries, successors and assigns from any and all claims, causes of action, loss, costs, expense, damage, injury, obligation, liability, penalty, fine, suit, including, without limitation, attorney and consultant fees and expenses, of whatever kind or nature, known or unknown, contingent or otherwise, arising out of or

in any way related to or arising out of the Remedial Activities and where founded upon or growing out of the acts or omissions of Vidhya.

- t. Except as specifically provided in the Settlement Agreement, there are no representations, covenants, warranties, promises, agreements, conditions, or undertakings, oral or written, between the Village and Vidhya, as to the subject matter hereof. Except as specifically provided in the Settlement Agreement, all Village Ordinances apply to Vidhya and the Property.
14. If Vidhya does not complete any of its obligations under the Settlement Agreement by the due date (the "Delayed Completion"), Vidhya agrees to pay liquidated damages to the Village in accordance with **Exhibit F of Exhibit 1** and incorporated herein by reference (the "Liquidated Damages"), provided however, that Vidhya will not pay Liquidated Damages if the Delayed Completion is substantially caused by any of the following: (a) the Village; (b) a delay in Vidhya's Remedial Activities which delay is beyond Vidhya's reasonable control; or, (c) a Force Majeure Event. For purposes of the Settlement Agreement, a "Force Majeure Event" means an event or occurrence including without limitation, drought, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance, sabotage, explosion, strike, lockout or other labor dispute which is beyond the reasonable control of, and not due to the fault or negligence of, the party affected, and which could not have been avoided by due diligence and use of reasonable efforts. If Vidhya violates any provisions of the Settlement Agreement, the Village may also exercise all rights and remedies allowed pursuant to the Settlement Agreement and applicable law, including without limitation, issuing additional Citations, seeking the suspension or revocation of the C.U. Permit, seeking injunctive relief and collecting its actual damages from Vidhya. The use of any remedy shall not preclude the use of any other remedies.
 15. The property is zoned B-4, PUD Freeway Service Business District with a Planned Unit Development Overlay and a gasoline station requires a Conditional Use Permit in the B-4 District.
 16. C.U. Permit #91-001 (**Exhibit 2**) approved by the Village on August 5, 1991 allowed for the construction and operation of a gasoline station/convenience store.
 17. C. U. Permit #01-11 (**Exhibit 3**) approved by the Village on June 24, 2001 allowed the owner to re-develop the property and construct and operate a 4,200 square foot gasoline station/convenience store with 10 fuel dispensers. Diesel fuel is allowed to be sold at the new facility only to automobiles and light trucks. The gasoline station/convenience store was allowed to be open 24 hours and to provide the following customer services: a quick service restaurant and bakery, convenience store, self-service coffee bar and soda fountain and an e-commerce area for computerized assistance with weather and traffic information.
 18. PUD Ord. #01-32 (**Exhibit 4**) approved by the Village on July 2, 2001 allowed for the new 4,200 square foot building to be constructed 13 feet from the rear property line; allowed the north parking lot/paved maneuvering areas adjacent to 104th Street to be setback minimum of 15 feet to the north property line, and allowed for the total Aggregate Permitted Background Commercial Sign area to be increased to 181 square feet. The flexibility provided in the PUD was allowed provided that the development comply with all other Federal, State and Village Ordinances; the development comply with the LakeView Corporate Park Declaration of Development Standards and Protective Covenants and Modifications; and the cross-access easement agreement between this property and the property to the east (Culver's Restaurant). See **Exhibit 5** for a copy of the Cross-Access Easement.

19. Conditional Use Permit #03-13 (C.U. Permit #03-13) approved by the Village on July 28, 2003 (**Exhibit 6**) allowed for a 203 square foot restroom addition to the facility.
20. On November 5, 2012 the Village Board conditionally approved a Class "A" fermented malt beverage license application to sell prepackaged malt beverages until November 20, 2012. The license provides that certain conditions must be satisfied, including but not limited to the Plan Commission approval of a Conditional Use Permit and Site and Operational Plans, no outstanding building, fire and zoning violations and a valid occupancy permit. The petitioner is currently operating under a Class "A" fermented malt beverage license and a license for the sale of tobacco products.
21. In 2008, the Vidhya began operating BP Amoco gasoline and convenience store under the existing C. U. Permit #01-11 and C.U. Permit #03-13 and PUD Ord. #01-32.
22. Pursuant to the terms of the Settlement Agreement, Vidhya has submitted a request to amend the C.U. Permit and the PUD Ordinance. Pursuant to the application the applicant has made the following statements (See **Exhibit 7**):
 - a. BP Amoco Gas Station and Convenience Store located at 10477 120th Avenue is a self-service gasoline and diesel station, selling petroleum products to consumers of passenger vehicles and light trucks. It does not service or sell petroleum products to over-the-road trucks, cabs or other specialized commercial or construction vehicles. In addition, BP operates a convenience store under the brand name AM/PM that provides various grocery store and automobile supplies and accessories, along with a quick service restaurant, bakery, self-service coffee bar and soda fountain, and an e-commerce area for computerized assistance with weather and traffic information. The quick service restaurant provides seating for approximately 12 people and quick food selections of bakery items, sandwiches, soups and salads. The facility also provides separate men's and women's washrooms, and various other related convenience service amenities, including but not limited to, vacuum cleaners and compressed air for automobile maintenance, automated teller machine, along with the sale of alcohol and tobacco products as authorized by its license.
 - b. Due to several reported hazardous substance releases at the BP gas station dating back to 1993, the owner's consultants are developing and installing a carbon treatment system that will treat contaminated ground water. This system needs to be installed in an enclosed and heated facility. As a result, the southeast corner of the building is being expanded in order to house the filters and pumps that are necessary to operate the carbon treatment system. This system is detailed in a Settlement Agreement being entered into between the property owner and the Village, and the property owner will obtain all applicable permits before installing said system.
 - c. The expansion of the building will measure approximately 450 square feet (30 feet by 15 feet) and will simply "square" the building foot print. The same exterior building materials (brick and trim) will be used in order to match the expansion to the existing building.
 - d. The carbon treatment system will not create any disturbance to the surrounding property owners as it will be housed in an enclosed and insulated expansion of the building. It is anticipated that the system will operate off

and on for several years, dependent on the rise of ground water due to changes in the weather.

- e. This system will not require any additional staff to manage and operate, as it will be automated and will only occasionally require the replacement of carbon filters that will be disposed of using sealed drums provided and retrieved by qualified environmental disposal companies.
- f. Moreover, the system will not alter existing operations of the gasoline station and convenience store, as those operations will continue as normal.
- g. BP is currently open for business between the hours of 6:00 a.m. through 11:00 p.m., seven (7) days a week, but has maintained expanded hours (up to 24 hours a day) during the Thanksgiving-Black Friday with a Village Temporary Use Permit. During this expanded time, additional staff is maintained in order to service the increase in customers.

Pursuant to the Village Zoning Ordinance, businesses in the B-4 District are allowed be open (when the public is allowed to enter or remain on site for business purposes), except for hotels, uses requiring a Village liquor license or restaurants or gasoline stations whose hours are established by conditional use permit: 5:00 a.m. to 12:00 midnight maximum; for hotels: no limit; for uses requiring a Village liquor license: as provided in § 125.68(4), Wis. Stats.; and for gasoline stations and restaurants: up to 24 hours pursuant to a conditional use permit.

Village staff recommends that the BP station hours of operation (when the public is allowed to enter or remain on site for business purposes) be limited to 5:00 a.m. to 12:00 a.m. daily. A Temporary Use Permit may be issued for 24-hour operations during any holiday period subject to approval of the Village Police Chief. In addition, a 24-hour holiday operation may require the owners to enter into an agreement and pay for the overtime services of the Police Department, a determined by the Police Chief. Pursuant to the zoning ordinance and liquor license requirements, the store is allowed to be open until midnight; however, Class A Beer is only allowed to be sold from 8:00 a.m. to midnight and Class A Intoxicated Liquor is only allowed to be sold from 8:00 a.m. to 9:00 p.m.

- h. Currently, deliveries and shipments occur during the time that BP is open to the public.

Staff recommends that the BP station delivery hours or any other activities outside the principal building that might cause a disturbance to neighboring areas (e.g., outside loading or unloading, the arrival of deliveries, idling of delivery trucks, beeping of backing vehicles, and garbage pickup), except for snow removal, to be allowed only from 6:00 a.m. to 10:00 p.m.

- i. Currently, there are seven (7) full time and three (3) part time employees, but additional seasonal help is retained during those peak holiday seasons. Currently, there are only two shifts of employees, but a third shift has been added when the hours are expanded during the Midnight Madness house Thanksgiving evening/Black Friday. There are currently 23 parking spaces on the site, but with the expansion of the building, two (2) parking spaces are being removed, leaving a total of 21 parking spaces (one handicapped access parking space, and 20 conventional parking spaces). The number of parking spaces excludes the cars that can be parked at the pumps.

Pursuant to the Village Zoning Ordinance the minimum parking requirements for a gasoline station with a convenience store is five (5) spaces per each 2,000 square feet of gross floor area plus 1 space for each employee on the largest shift plus the required handicapped accessible parking spaces pursuant to the state code. Therefore, a minimum of 13 spaces plus their required handicapped accessible parking spaces is required (5 spaces plus 3 spaces plus 5 spaces (assuming no more than five workers on site).

- j. It is anticipated that traffic volumes of 500 to 1,000 daily trips will continue, and there will be no truck trips other than deliveries of goods to the BP. The main products being sold at the BP include, but are not limited to: gasoline and diesel fuels, related automobile supplies and parts, along with food and beverages, all of which are currently being sold at the BP, which will continue after the expansion. Aside from the installation of the carbon treatment system, all of the existing equipment will continue to be utilized in the operation of the BP (petroleum delivery systems, coolers, ovens, and related food preparation equipment).
 - k. Aside from the disposal of the carbon filters, the BP only has normal household cleaners used in the maintenance of the business in order to clean the food preparation and service areas, floors and bathrooms. The only waste that is disposed of at the BP is spoiled food and drink products, grey water waste and sanitary waste from the bathrooms.
23. The owners have installed and maintained a fully functioning and operational security camera system. However, the facility and site shall be equipped with fully functioning and operational security cameras both inside and outside the facility at each entrance and exit and a Digital Security Imaging System (DSIS) will be required to be installed in accordance with the requirements of Chapter 410 of the Village Municipal Code. The required DSIS Agreement (**Exhibit 11**) was drafted by the Village for review and approval of the Village Board. The location and number of security cameras shall be provided and approved by the Village Police Chief. At a minimum the DSIS Agreement will require the following:
- a. The security cameras shall be inaccessible to employees. Conspicuous signs shall be posted at the entrance stating that security cameras with an inaccessible recording device is in place on the premises. Said system shall be maintained in working order at all times and the Village of Pleasant Prairie Police Department shall be promptly provided any requested video. The recording shall be kept in an archive for a minimum of two weeks and the Pleasant Prairie Police Department shall have remote access to the system to monitor and download video. Specifically, internet access shall be provided which would allow the Police Department to have "live time" monitoring of the BP store and site.
 - b. The parking lot shall be illuminated to provide sufficient lighting for the public's safety and for the security cameras to operate effectively per the Village's satisfaction.
 - c. A clear and unobstructed view of the cash registers and transaction areas shall be maintained from the internal 30-foot wide on-site circulation access roadway.
 - d. The building shall be equipped with and shall use an inaccessible drop safe.
 - e. Between 10:00-12:00 p.m. and 5:00-7:00 a.m. at least two (2) employees shall be working on-site unless the business has taken measures to protect a

- lone clerk such as the installation of bullet resistant glass or other equipment as approved by the Police Department, making the lone employee inaccessible.
- f. Installation and full operation of a hold-up alarm, which is monitored by a UL listed central station with functioning telephone service, shall be used at the BP station building.
 - g. The cash register shall not be left unattended for periods of time when the convenience store is open to the public.
 - h. A height strip shall be located at each doorway entering and exiting the convenience store.
 - i. The owners retain landscapers to regularly maintain, replace and upgrade the landscaping that surrounds the property, including the removal of all snow and ice from the parking lots, driveways and sidewalks. In addition, employees walk the property on a regular basis to pick up debris, empty garbage cans, restock self-service washer fluids and paper towels, and to monitor the entire property in order to maintain it in a first class condition.
 - j. The owner maintains all permits and licenses required to operate its business. Those permits and licenses allow for the sale of petroleum, alcohol, tobacco, food, and related items sold in its business, issued from the various government agencies.
24. The Village has received numerous complaints relating to the operations of the station site including litter and garbage on the site; broken light standards and signs; inoperable pumps; pumps that don't issue receipts; dead landscaping; violation of security protocol; interior building damage to walls, floors , painting, counters; garbage overflowing; illegal outside storage of product; allowing products to be stored outside; allowing a pothole to remain in the drive area causing damage of cars etc. These ongoing complaints must be addressed on a daily basis by the owners as a responsible business owner in the Village. The Zoning staff will conduct inspections on a semi-annual basis to ensure compliance with these issues.
 25. In an email dated October 25, 2012, the Village requested additional information be submitted by November 6, 2012. (**Exhibit 8**).
 26. On November 6, 2012 additional information was submitted (**Exhibit 9**) and reviewed by the Village. Upon review of the additional information. Additional information was still required to be submitted as requested in the email dated November 9, 2012 (**Exhibit 10**).
 27. On November 12, 2012, the Village staff met with the petitioner and other representatives to discuss the outstanding items. Revised Plans will be submitted related to the changes of the building and written responses will be provided to the Village related to the additional information requested by the Village as noted in **Exhibit 10**.
 28. Notices were sent to adjacent property owners via regular mail on September 28, 2012 and notices were published in the Kenosha News on October 1 and 8, 2012 related to the October 15, 2012 Plan Commission meeting.
 29. At the October 15, 2012 Plan Commission meeting the Plan Commission tabled the requests until the November 12, 2012 Plan Commission meeting.

30. At the November 12, 2012 Plan Commission meeting, the Plan Commission tabled the requests until a special Plan Commission meeting on November 19, 2012 at 5:00 p.m.
31. The petitioner was e-mailed a copy of the draft memo on November 9, 2012, was provided a copy of the revised memo on November 12, 2012 and was emailed a copy of this memo for the November 19, 2012 hearing on November 16, 2012.
32. According to the Article XVIII of the Village Zoning Ordinance, the Plan Commission shall not approve a Conditional Use Permit unless they find after viewing the findings of fact, the application and related materials that the project as planned, will not violate the intent and purpose of all Village Ordinance and meets the minimum standards for granting of a Conditional Use Permit. Furthermore, the Plan Commission shall not approve any site and operational plan application without finding in the decision that the application, coupled with satisfaction of any conditions of approval, will comply with all applicable Village ordinance requirements and all other applicable Federal, State or local requirements relating to land use, buildings, development control, land division, environmental protection, sewer service, water service, noise, storm water management, streets and highways and fire protection.

RECOMMENDATIONS:

Revocation or Suspension of Conditional Use Permit #01-11: Village staff recommendation to be presented at the meeting.

Settlement Agreement: Village staff recommends approval of the Settlement Agreement as presented provide the Condition Use Permit (CUP)and the Zoning Text Amendment (PUD) are approved by the Village Plan Commission and Village Board, respectively. Said approved PUD and CUP shall be included as Exhibit D to the Settlement Agreement.

Zoning Text Amendment to amend the BP-Amoco PUD Ordinance: Village staff recommends that the Plan Commission send a favorable recommendation to the Village Board to approve the Zoning Text Amendment as presented.

Digital Security Imaging System Agreement and associated Access Easement: Village staff recommends approval of the Digital Security Imaging System Agreement and associated Access Easement subject to the following conditions:

1. All required Exhibits shall be provided to the Village and the attached Agreement and Easement shall be finalized and executed by December 14, 2012.
2. The owner shall pay for all recording and filing fees to record the Easement at the Kenosha County Register of Deeds Office.

Conditional Use Permit including Site and Operational Plans: If the project meets the following standards for granting a Conditional Use Permit including Site and Operational Plan approval in that the project:

- The project does not impede the traffic patterns on the site or cause traffic congestion or traffic circulation problems and the traffic patterns on the site do not hinder, harm or distract the provisions of public services.
- The project does not impair an adequate supply of light and air to the adjacent properties.
- The project does not increase danger of fire --in so far as the danger of fire does not exceed the capabilities of the Village Fire & Rescue Department.

- The project does not create storm water flooding or drainage, create obnoxious odors, problems or otherwise endanger the public health, safety or welfare.
- There are no existing identified hazard, danger, harm, noxiousness, offensiveness, nuisance or other adversity or inconsistency that would endanger the public's health, safety or welfare related to the proposed use.
- The proposed and applied for use on this particular parcel is not inherently inconsistent with the B-4, Freeway Service Business District in which it is located or the adjoining zoning districts and land uses.

Village staff recommends that if the Plan Commission determines that the petitioner has met the specific standards for granting of a Conditional Use Permit and Site and Operational Plan approval as specified above; then approval of the Conditional Use Permit and Site and Operational Plan shall be approved subject to the following conditions:

1. C. U. Permits #91-001, 01-11 and 03-13 shall be released prior to recording the new Conditional Use Permit. The applicant shall submit the required \$55.00 application fee for the release documents to the prepared and \$100.00 for the documents to be recorded. Once the document is prepared the document shall be executed recorded at the Kenosha County Register of Deeds Office prior to recording the new Conditional Use Grant Document.
2. Compliance with the **attached** PUD Ordinance being considered by the Village Board on November 19, 2012.
3. No through penetration between the new carbon room addition and the existing building shall be allowed to ensure no transfer of potentially toxic chemicals such as but not limited to carbon monoxide.
4. Compliance with the **attached** memorandum dated November 8, 2012 from the Village Fire & Rescue Department. **Pursuant to comment # 2, further information shall be submitted about the carbon treatment equipment that will be installed in the room. Additional conditions may be forthcoming upon review of the additional information being submitted.**
5. The following changes are required to be made to the Preliminary Site Investigation Work Plan dated November 5, 2012:
 - a. The sampling shall include lead as this has been present in the past;
 - b. Figure 2: Details on the clay collar or temporary extraction point or Sections A-A or B-B;
 - c. Figure 3: The proposed soil probes shall be centered on the ditch;
 - d. Figure 4: Six (6) proposed groundwater monitoring wells shall be installed as shown on the **attached** in the locations previously proposed by the Village's Environmental Consultant including an additional well appropriately located in the vicinity of the underground storage tanks and one well on the east side of the property
6. The Remedial Action Plan and Remedial Design Report shall be compliant with NR 700 shall be submitted to the Village.
7. Compliance with the WI DNR WPDES Permit issued on November 2, 2012. A copy of said permit shall be provided to the Village. (Submitted to Village on November 12, 2012)

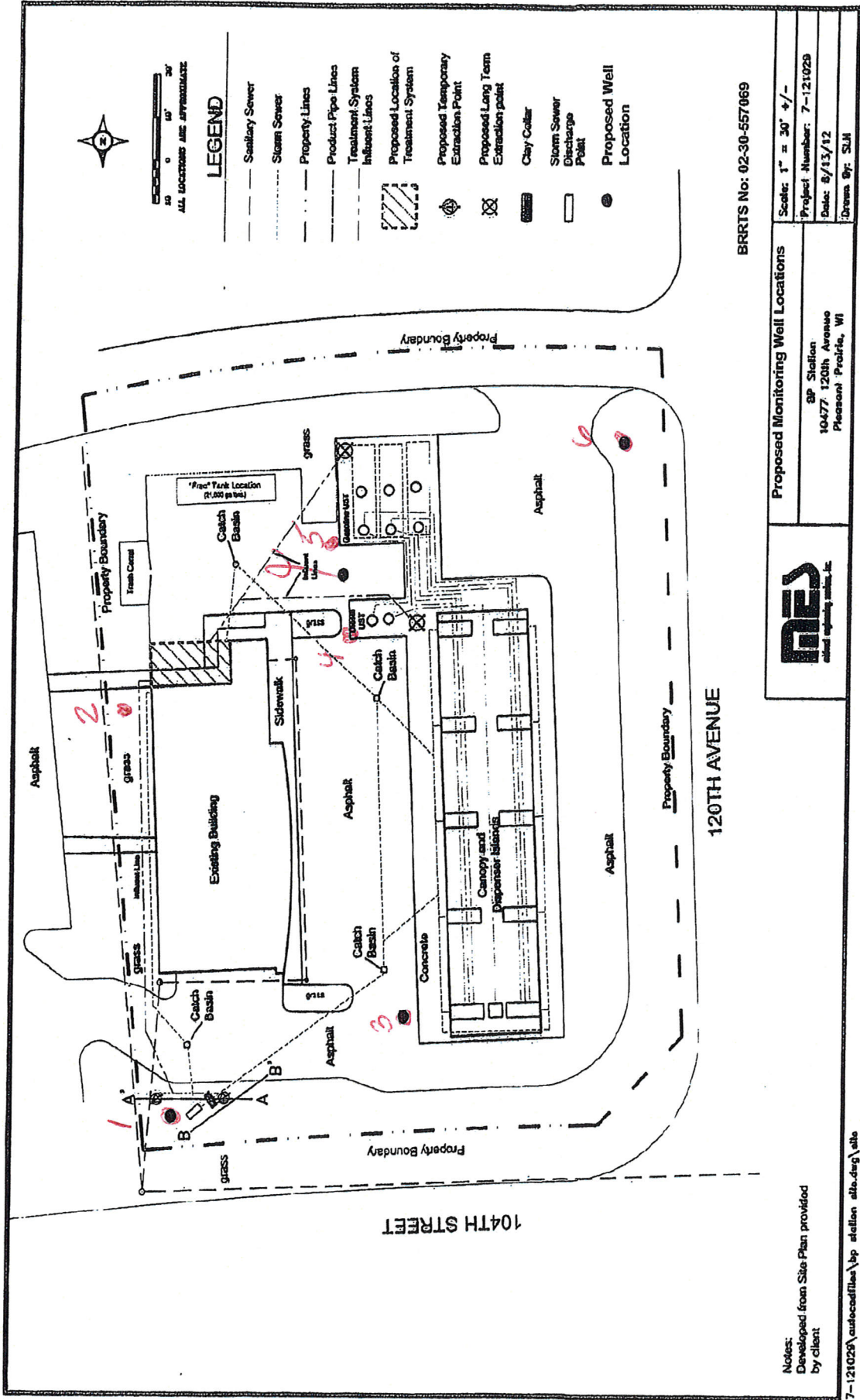
8. A Work in the Right-of-Way Permit is required to be obtained from the Wisconsin Department of Transportation prior to any work commencing with the right-of-way of STH 165. A copy of the permit shall be provided to the Village.
9. The facility and site shall be equipped with fully functioning and operational security cameras both inside and outside the facility at each entrance and exit and a Digital Security Imaging System (DSIS) will be required to be installed in accordance with the requirements of Chapter 410 of the Village Municipal Code. The location and number of security cameras shall be provided and approved by the Village Police Chief. At a minimum the DSIS Agreement will require the following:
 - a. The security cameras shall be inaccessible to employees. Conspicuous signs shall be posted at the entrance stating that security cameras with an inaccessible recording device is in place on the premises. Said system shall be maintained in working order at all times and the Village of Pleasant Prairie Police Department shall be promptly provided any requested video. The recording shall be kept in an archive for a minimum of two weeks and the Pleasant Prairie Police Department shall have remote access to the system to monitor and download video. The recording shall be kept in an archive for a minimum of two weeks and the Pleasant Prairie Police Department shall have remote access to the system to monitor and download video. Specifically, internet access shall be provided which would allow the Police Department to have "live time" monitoring of the BP store and site.
 - b. The parking lot shall be illuminated to provide sufficient lighting for the public's safety and for the security cameras to operate effectively per the Village's satisfaction.
 - c. A clear and unobstructed view of the cash registers and transaction areas shall be maintained from the internal 30-foot wide on-site circulation access roadway.
 - d. The building shall be equipped with and shall use an inaccessible drop safe.
 - e. Between 10:00-12:00 p.m. and 5:00-7:00 a.m. at least two (2) employees shall be working on-site unless the business has taken measures to protect a lone clerk such as the installation of bullet resistant glass or other equipment as approved by the Police Department, making the lone employee inaccessible.
 - f. Installation and full operation of a hold-up alarm, which is monitored by a UL listed central station with functioning telephone service, shall be used at the BP station building.
 - g. The cash register shall not be left unattended for periods of time when the convenience store is open to the public.
 - h. A height strip shall be located at each doorway entering and exiting the convenience store.
10. The Site and Operational Plans shall include a Lighting Plan. The following shall be shown on the plans:
 - a. The location of the proposed lights shall be more shown on the Site Plan.
 - b. The lighting details and specifications shall be shown on the plans for parking lot and exterior building lightings.
 - c. The parking lot lights shall be silver to match the building.

- d. Note on the plans that the lights shall be directed downward and not produce a glare or distraction to the adjacent roadways and properties.
 - e. All exterior lighting shall be of the same color and brightness.
 - f. The concrete bases shall not exceed 12 to 18 inches above grade and shall be located within landscaped areas.
 - g. All lighting details shall be in good working order, properly maintained, repaired as needed, painted and well-kept.
 - h. The parking lot shall be illuminated to provide sufficient lighting for the public's safety and for the security cameras to operate effectively per the Village's satisfaction.
11. The plans do not provide information regarding the roof drainage. Downspouts shall be tied into the on-site storm sewer system and not be discharged onto existing pavement. Revise the Plans.
 12. Landscaping on the site shall be installed, watered, weeded, trimmed and maintained in good condition at all times. Litter and debris shall be removed from the landscaping on a daily basis. Damaged, dying or dead plant material shall be removed and new plantings shall be installed on a regular basis. Mulch shall be raked in place on a regular basis and replaced yearly. On the Landscape Plan identify specifically what new landscaping is proposed to be planted and when.
 13. Subject to compliance with the following conditions from the Village Building Inspection Department:
 - a. All building, plumbing, lighting and HVAC plans will need to be designed to the IBC Codes, prior to submitting (4 sets) for building permits from the Village of Pleasant Prairie. Since the total cubic footage of the accessory structure is less than 100,000 cubic ft. this can be a Municipal review. All sub-contractors will be required to apply for permits.
 - b. Halls, corridors, stairways, passageways, work aisles and other means of egress from factories, offices and mercantile buildings shall have emergency lighting and exit lighting per Article 700 of the NEC, SPS 316.46 Which requires interior and exterior lighting. The existing plans only show interior lighting. The Village Fire & Rescue Department shall be contacted for further information and requirements. Contact Fire & Rescue Chief Doug McElmury at 262-694-8027.
 - c. The architect(s)/ professional engineer(s) shall submit, to the Village and State, the compliance statement, Form SBD 9720, prior to the final inspection with the Village Building Inspection and Fire & Rescue Departments.
 - d. The electrical contractor will be required to be licensed by the Village of Pleasant Prairie. The electrical contractor shall obtain a permit from the Village prior to beginning work. All contractors must be licensed or registered with the State of Wisconsin.
 - e. All fire alarm installations require plan review and permit from the Village of Pleasant Prairie Fire & Rescue Department.
 14. At the November 12, 2012 meeting with the petitioner, it was discussed that the original plans submitted for review are being revised. Three (3) sets of revised plans and other additional information required pursuant to this staff memo shall be submitted to the Village for final review and approval.

15. The 450 square foot addition shall not be used for the storage of any materials including but not limited, cleaning supplies, extra toilet paper or other supplies, merchandize or other products.
16. All hard surfaced areas including the parking lot areas, drive lanes, paved areas adjacent to the pumps, sidewalks, etc. shall be clean, neat and free from pot holes or other cracks which present a safety risk to the pedestrians or traveling public. The hard surface areas of the site shall be maintained and free of any debris or potholes which may cause distractions or damages to vehicles. All pavement markings shall be cone in yellow or white reflective paint.
17. The gas station and convenience store shall operate in an organized, well-kept, clean, neat and professional manner. The inside of the store shall be maintained, painted, and clean for the public. Damaged or dirty walls, floors, coolers, bathrooms, racking, displays lighting, etc. shall be taken care of or repaired promptly. Mal-functioning gas pumps shall be repaired as soon as possible.
18. A Kenosha County Health Department permit and regular inspections will be conducted on the premises. Violations may result in the suspension or revocation of the Health Permit and the Conditional Use Permit.
19. Hours of operation (when the public is allowed to enter or remain on site for business purposes) be limited from 5:00 a.m. to 12:00 a.m. daily. A Temporary Use Permit may be issued for 24-hour operations during any holiday period. A Temporary Use Permit may be issued for 24-hour operations during any holiday period subject to approval of the Village Police Chief. In addition, a 24-hour holiday operation may require the owners to enter into an agreement and par for the overtime services of the Police Department, a determined by the Police Chief. Pursuant to the zoning ordinance and liquor license requirements, the store is allowed to be open until midnight; however, Class A Beer is only allowed to be sold from 8:00 am to midnight and Class A Intoxicated Liquor is only allowed to be sold from 8:00 am to 9:00 p.m.
20. Delivery hours or any other activities outside the principal building that might cause a disturbance to neighboring areas (e.g., outside loading or unloading, the arrival of deliveries, idling of delivery trucks, beeping of backing vehicles, and garbage pickup), except for snow removal, is allowed only from 6:00 a.m. to 10:00 p.m.
21. All signs shall comply with Article X of Chapter 420 of the Village Municipal Code and with the BP Amoco PUD Ordinance on file with the Village. All signs shall be in good working order, properly maintained, repaired as needed, painted and well-kept.
22. The following types of signs are prohibited and shall not be installed. For a complete listing of prohibited signs refer to the Article X of Chapter 420 of the Village Municipal Code.:
 - a. Any sign with flashing or pulsating lights.
 - b. Any inflatable sign, including but not limited to tethered balloon signs or other gas-filled figures.
 - c. Any temporary, spring-action metal advertising sign used, for example, to advertise cigarette or gasoline prices.
 - d. Any spotlights used as visual attention-getters.
 - e. Strings of lights, tinsel, pennants, pinwheels or other similar devices hanging between two points or attached to light poles, cars, landscaping or structures on the property.

23. The use, operations, site, building and structures shall be designed, laid out, constructed and maintained in full compliance with the approved Site and Operational Plans, the Conditional Use Permit, Liquor and Tobacco Licenses and all other applicable provisions of the Village Municipal Code and all other applicable Village, County, State or federal regulations.
24. The use, operations, site, building and structures shall be conducted in such a way as to constitute a public or private nuisance or to violate any of the Performance Standards set out in Section 420-38 of the Village Zoning Ordinance.
25. The site, building and garbage dumpster structure shall be maintained in a clean, neat, presentable, aesthetically pleasing, odor-free, structurally sound and nonhazardous condition inside and outside of the store at all times. All litter and debris outside of the structures shall be promptly removed on a daily basis. The garbage dumpster enclosure doors shall not be left open on garbage day and shall be promptly closed after the pick-up of garbage.
26. The handicapped parking space shall be appropriately signed, painted on the pavement and maintained pursuant to ADA requirements.
27. All exterior mechanical units, antennae and/or satellite dishes, whether roof-mounted or ground-mounted, shall be screened from the general public's view.
28. All required landscaping shall be installed per the plans and written verification and/or certification shall be provided to the Village by the landscape installer/designer that the landscaping has been installed in accordance with the Village approved landscape plan.
29. On site building alterations/modifications or changes in the operations or use of the site shall be in strict conformity to the Village approved plans and the Settlement Agreement approved in connection with the petition for this Conditional Use Permit. Violations of these conditions may result in the suspension or revocation of the conditional use permit and zoning violation prosecution, or both.
30. All uses shall conform to applicable Village Ordinance requirements, and to all other applicable local, County, State and Federal requirements relating to land use, buildings, development control, land division, environmental protection, sewer service, water service, storm water discharges and storm water management, noise, streets and highways and fire protection; and in the event of conflicting requirements or standards, the most restrictive as determined by the Village shall apply.
31. All required permits shall be obtained from the Village prior to commencing work. All applications for permits shall provide sufficient details to understand the scope of work being performed.
32. Operation of the use granted herein shall be in strict conformity to both plans and documents filed and approved in connection with the petition for Site and Operational Plan approval. Any violation of these conditions may result in the revocation of the approval or zoning violation prosecution, or both.
33. No changes to the exterior site, building or structures shall be made without the Village's approval. No painting of the exterior of the BP station building or garbage dumpster enclosure shall be permitted, unless expressly permitted by the Village. Colors for building trim work shall be approved by the Village.

34. Any addition, alteration, extension, expansion or other proposed change in the approved operation shall be subject to the Village's Conditional Use procedures as if such use were being established anew.
35. The Conditional Use Grant shall become effective upon the execution and recording of said document and shall constitute an effective covenant running with the land.
36. The Conditional Use Grant is subject to amendment and termination in accordance with the provisions of the Village General Zoning and Floodplain/Shoreland Zoning Ordinance.
37. **Upon approval, the Village will prepare the required Conditional Use Grant Document to be executed by the property owner prior to issuance of the required permits. After the document is executed, it shall be recorded at the Kenosha County Register of Deeds office at the owner's expense.**
38. **The petitioner shall provide the Village with the name(s) and title(s) of the authorized person(s) for VIDHYA Corp, VIII, INC to sign the document so that the required Conditional Use Grant Document can be prepared.**
39. If building permits are not issued within said 180 days the Site and Operational Plan approval said approval shall be void.



BRRS No: 02-30-557069

Proposed Monitoring Well Locations

BP Station
 10477 120th Avenue
 Pleasant Prairie, WI



Notes:
 Developed from Site Plan provided
 by client

7-121028\autocadfiles\bp station_120th.dwg\site

Figure 4



Office of the Village
Fire & Rescue Chief
Doug McElmury

VILLAGE STAFF MEMORANDUM

TO: Jean Werbie-Harris, Community Development Director
FROM: Doug McElmury, Chief Fire & Rescue Department
CC: Lt. Thomas Clark, Fire & Rescue Department
Peggy Herrick, Assistant Planner, Community Development
SUBJECT: Review BP Carbon Treatment Room
DATE: November 8, 2012

This is a review for the 450 sq. ft. addition to the BP Amoco to house the Carbon Treatment Equipment

Fire and Rescue Department comments are based on the information given by BP.

1. A letter shall be submitted to the Fire & Rescue Department prior to receiving a building permit, stating that the project will comply with all requirements addressed within this document.
2. Further information shall be submitted about the carbon treatment equipment that will be installed in the room. The information shall include the operation, hazards and maintenance procedures for the equipment. The information submitted may generate additional requirements from the Fire & Rescue Department. The following information that needs to be provide to complete the review:
 - a. Per the Carbonair Operation and Maintenance Manual the Granular Activated Charcoal (GAC) in the vessels need to be replaced as part of a routine maintenance program. Is the ceiling height adequate to facilitate access to the top of the vessel safely?
 - b. How will the Carbonair system be connected into the stream of storm water once the frac tank is removed? What will be the effect on the system in flooding conditions?
 - c. Who will perform the maintenance on the Carbonair system? The vessel is a Permit Required Confined Space. The means that that whoever services the vessel must be trained in the OSHA Confined Space Entry, air monitoring with the proper meters, a permit system is in place, a trained Attendant is standing-by, a rescue service is trained and available in a minutes, etc.
 - d. Where is the contaminated GAC going to be stored?
 - e. What quantity of contaminated GAC will be on site?
 - f. What is the flash point of the GAC?

- g. Where and how will the contaminated GAC be disposed of?
 - h. What is the operational plan for replacing the GAC? The GAC is a hazardous substance in that it absorbs oxygen and creates an oxygen deficient atmosphere especially in a small room such as the room the equipment will be located in. What will be done to protect not only the person servicing the equipment, but other employees and the public?
3. Building keys to allow access into the space must be given to the Fire and Rescue Department. Keys will be secured in the Knox Box.
 4. A fire extinguisher shall meet NFPA 10 (Portable Fire Extinguishers) for the specific use of the building. The company providing the fire extinguishers shall submit a letter to the Fire & Rescue Department stating the location and size of the extinguisher are in compliance with NFPA 10.
 5. Exit and Emergency Lighting shall be provided and shall have battery backup. A combination units is acceptable and recommended. An Emergency Generator eliminates the need for battery backup. Exit and Emergency Lighting shall not be placed on electrical circuits that cannot be disturbed or interrupted, this is for test purposes. These circuits shall be clearly labeled.
 6. An Occupancy Inspection conducted jointly with the Building Inspection Department shall be conducted upon completion of construction of the room.
 7. MSDS sheets shall be submitted for all products and chemicals.
 8. Occupancy permit fee will apply, fee will be: \$ 50.00.
 9. Re-Inspection fees may apply if subsequent trips need to be made.

ORD. # 12-

**ORDINANCE TO AMEND CHAPTER 420 ATTACHMENT 3 APPENDIX C
SPECIFIC DEVELOPMENT PLANS 10
OF THE VILLAGE ZONING ORDINANCE
PURSUANT TO CHAPTER 420-137
OF THE VILLAGE ZONING ORDINANCE
FOR BP-AMOCO PLANNED UNIT DEVELOPMENT
IN THE VILLAGE OF PLEASANT PRAIRIE,
COUNTY OF KENOSHA, STATE OF WISCONSIN**

THE VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN, DO ORDAIN THAT CHAPTER 420 ATTACHMENT 3 APPENDIX C SPECIFIC DEVELOPMENT PLANS 10 FOR BP-AMOCO PLANNED UNIT DEVELOPMENT IS HEREBY AMENDED AS FOLLOWS:

10. BP-AMOCO PUD

- a. It is the intent that the BP-Amoco development will provide for development and uses on the property as legally described below in conformity with the adopted Village Comprehensive Plan and the basic underlying zoning district; that the development will not be contrary to the general welfare and economic prosperity of the community; and that the structures, landscaping, parking areas, architectural design, lighting, general site development and signage for the facility shall be properly maintained and general site development will result in an attractive and harmonious commercial retail area, will operate as a uniform development and will not adversely affect the property values of the surrounding properties.
- b. Legal Description: The property included is known as Lot 14 of Certified Survey Map #1489, located in U.S. Public Land Survey Section 30, Township 1 North, Range 22 East in the Village of Pleasant Prairie, County of Kenosha, State of Wisconsin and is hereinafter referred to as the DEVELOPMENT.
- c. Requirements within the DEVELOPMENT:
 - (i) The DEVELOPMENT shall be in compliance with all Federal, State, County and Village ordinances and regulations except as expressly modified in Section d below. Additionally, all portions of the Village Zoning Ordinance not modified by this PUD shall apply to the DEVELOPMENT.
 - (ii) The DEVELOPMENT shall be in compliance with the LakeView Corporate Park Declaration of Development Standards and Protective Covenants and Modifications, as may be amended from time to time, as recorded at the Kenosha County Register of Deeds Office.
 - (iii) Compliance with the Reciprocal Access Easement (Recorded at the Kenosha County Register of Deeds Office on August 22, 2001 as Document #1232401). This easement allows for vehicular cross-access between the DEVELOPMENT site and the Culver's restaurant, located to the immediate east.
 - (iv) Compliance with the Settlement Agreement approved by the Village Board on November 19, 2012 on file with the Village.
 - (v) Compliance with the Conditional Use Grant Document #12-10 including Site and Operational Plans approved by the Village Plan

Commission on November 19, 2012 and recorded at the Kenosha County Register of Deeds Office.

- (vi) Compliance with the Digital Security Imaging System Agreement (DSIS) and recorded Access Easement as approved by the Village on November 19, 2012.
- (vii) Hours of operation (when the public is allowed to remain on-site) shall be limited from 5:00 a.m. to 12:00 a.m. daily. A Temporary Use Permit may be issued for 24-hour operations during any holiday period. A Temporary Use Permit may be issued for 24-hour operations during any holiday period subject to approval of the Village Police Chief. In addition, a 24-hour holiday operation may require the owners to enter into an agreement and pay for the overtime services of the Police Department, a determined by the Police Chief. Pursuant to the zoning ordinance and liquor license requirements, the store is allowed to be open until midnight; however, Class A Beer is only allowed to be sold from 8:00 am to midnight and Class A Intoxicated Liquor is only allowed to be sold from 8:00 am to 9:00 p.m.
- (viii) Delivery hours or any other activities outside the principal building that might cause a disturbance to neighboring areas (e.g., outside loading or unloading, the arrival of deliveries, idling of delivery trucks, beeping of backing vehicles, and garbage pickup), except for snow removal, is allowed only from 6:00 a.m. to 10:00 p.m.
- (ix) The DEVELOPMENT, including but not limited to, the building, accessory structure pump, canopy and garbage enclosure, signs, landscaping, parking lots, exterior site lighting, etc., and the site as a whole, shall be maintained both inside and outside in a neat, presentable, clean aesthetically pleasing, structurally sound and non-hazardous condition. Maintenance shall be conducted on a regular basis both inside and outside of the buildings and site.
- (x) The inside of the building shall be clean, bath rooms shall be inspected and cleaned, floors shall be swept and walls shall be re-painted and repaired as necessary.
- (xi) Parking is only allowed in designated parking spaces within the DEVELOPMENT. No parking is allowed on STH 165, 120th Avenue or shared the private roadway south of the DEVELOPMENT. In addition, the parking lot areas shall be striped with reflected white or yellow paint and all handicapped accessible parking spaces shall be clearly marked. Any pot holes or other damages to the parking lot shall be promptly repaired.
- (xii) The building and site improvements within the DEVELOPMENT shall be made in accordance with the applicable Village Ordinance and Codes, that may be amended from time to time.
- (xiii) All buildings/structures and all exterior additions, remodeling or alterations to the any buildings/structures within the DEVELOPMENT shall be constructed of the same or complimentary exterior materials, colors and architectural style.
- (xiv) Plantings, mulch/stone shall be installed and maintained pursuant to the Village approved Landscape Plan on file with the Village.

- (xv) All exterior site building and landscaping maintenance shall be performed regularly by the owners or managers of the DEVELOPMENT. Specifically garbage/litter shall be picked up on a site on a daily basis, site lighting, signage, parking lot and pumps shall be in working order and provide receipts. If improvements are damaged or not working properly shall be promptly repaired.
- (xvi) No flags, pennants, streamers, inflatable signage, spot lights, walking signs, shall be affixed to any building, landscaping vehicle, roof-top, or the ground shall be allowed unless expressly permitted by the Zoning Ordinance.
- (xvii) The DEVELOPMENT shall be maintained in a neat, presentable, aesthetically pleasing, structurally sound and nonhazardous condition. All litter or garbage on and adjacent to the site shall be picked up on a daily basis by the petitioner.
- (xviii) The DEVELOPMENT shall comply with all applicable performance standards set forth in Section 420-38 of the Village Zoning Ordinance.
- (xix) No outdoor vending machines, propane tanks, oil drums, or newspaper stands shall be allowed on the site outside of the building.
- (xx) No outside storage of merchandise or donation drop boxes for clothing, furniture or other household products permitted shall be allowed anywhere on the site.
- (xxi) The DEVELOPMENT shall not be used for any outside parking (neither overnight nor during the day) of junked, inoperable, dismantled or unlicensed vehicles. All junked, inoperable, dismantled or unlicensed vehicles that are parked outside will be issued citations.
- (xxii) No vehicular parking shall be permitted in the cross access driveways, on-site driveways, maneuvering lanes, fire lanes or landscaped areas.
- (xxiii) No semi-trucks, semi-trailers, cabs, or construction-related equipment shall be parked during the day or overnight on the site.
- (xxiv) No used vehicles "for sale" or "for lease" shall be parked on the site.
- (xxv) No semi-trailers, storage units, storage bins, roll-off storage devices (e.g. P.O.D.S., S.A.M.S.) or other trucks shall be used for storage purposes on the site. Outdoor storage of any materials, including but not limited to: products, oil, wood, windshield wiper fluids, business supplies, pallets, crates, etc., is also prohibited.
- (xxvi) The garbage dumpster gates shall be kept closed at all times, except when garbage is being collected. In addition, all garbage and recycling materials shall be stored within the garbage dumpster enclosure.
- (xxvii) All signs within the DEVELOPMENT shall comply with Article X of Chapter 420 of the Village Municipal Code and this PUD Ordinance. In addition, all signs shall be in good working order, properly maintained, repaired as needed, painted and well-kept.
- (xxviii) Owner, manager and employees shall be informed of these regulations and perform daily site inspections and shall comply with the requirements of this Ordinance.

(xxix) Semi-annual zoning inspections will be conducted for the Development to verify compliance with this PUD.

d. Specific modifications to the Village of Pleasant Prairie Zoning Ordinance for the DEVELOPMENT:

- (i) Section 420-48 L related to setbacks for parking areas is amended to read as follows:
 - L. Setbacks for parking areas (which includes parking spaces, maneuvering lanes and fire lanes). Parking areas shall be set back a minimum of 15 feet (as measured from the north property line to the back-of-curb) from all adjoining street rights-of-way and a minimum of 20 feet (as measured from the north property line to the back-of-curb) from all adjoining private roadways and lot lines.
- (ii) Section 420-121 H (4) (c) related to building setbacks in the B-4, Freeway Service Business District is amended to read as follows:
 - (c) Setbacks:
 - [1] Street setback: minimum of 65 feet from arterial streets or highways and a minimum of 40 feet from nonarterial streets or private roads.
 - [2] Side setback (to east property line): 13 feet minimum.
- (iii) Section 420-78 K (1) related to the Aggregate Permitted Background Commercial Sign Area is amended to read as follows: :
 - (1) The maximum Aggregate Permitted Background Commercial Sign Area allowed within this DEVELOPMENT is 181 square feet,

e. Amendments

- (i) The PUD regulations for the DEVELOPMENT may be amended pursuant to Chapter 420-137 of the Zoning Ordinance.
- (ii) The Zoning Administrator has the discretion to approve minor changes, adjustments and additions to this PUD ordinance document without the need for Village Plan Commission and Village Board review and approval.

Adopted this _____ day of _____ 2012.

VILLAGE OF PLEASANT PRAIRIE

ATTEST:

John P. Steinbrink
Village President

Jane M. Romanowski
Village Clerk

Posted: _____

Exhibit 1

SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT (the "Agreement") is made this ____ day of November, 2012, between the Village of Pleasant Prairie, Wisconsin (the "Village") and VIDHYA Corp VIII, Inc. ("Vidhya").

RECITALS

A. Vidhya is the current owner of a property located at 10477 120th Avenue, Pleasant Prairie Wisconsin (the "Property") with the following Tax Parcel number: 92-4-122-302-0130. The Property contains BP Amoco gasoline station #3789 (the "Station").

B. In June 1993, August 1993, December 22, 1998, September 1999, May 2006 and February 2001, separate hazardous substance releases (the "Prior Releases") at the Property were reported to the Wisconsin Department of Natural Resources (the "WDNR"), for which the WDNR identified BP as the responsible party ("RP"). The WDNR closed the site with GIS Registry on December 20, 2006 (Exhibit A contains information regarding historical releases).

C. On April 26, 2011, the Village of Pleasant Prairie reported to the WDNR what it claimed was a hazardous substance release at the Property. The WDNR subsequently identified Vidhya as the RP. In addition, on or about June 9, 2009 WE Energies and the owner of an adjacent property reported a strong gassy smell and a possible spill in a ditch line area along the south side of STH 165, adjacent to the Property (Collectively, the Prior Releases, June 2009, April 2011 and any subsequent releases at the Property are referred to as the "Releases".)

D. The Station operates at the Property under Conditional Use Permit #01-11, approved by the Village Plan Commission on June 25, 2001 (the "C.U. Permit").

E. On February 22, 2012, the Village issued a compliance order (the "Order") to Vidhya to: eliminate the alleged illicit discharge at the Property; cease and desist the alleged discharges, practices, or operations; and/or, to abate or remediate the alleged stormwater pollution or contamination hazards and restore any affected property.

F. Vidhya is of the opinion that because the site is situated in clay, the pipelined utility trenches with granular backfill serve as a collection system for the multiple petroleum releases which occurred during BP's ownership. Some tests results have contained high concentrations of contaminants, including diesel range organics (DRO) and benzene which may indicate a more recent discharge of petroleum products on the Property which could be contributing to the alleged illicit discharge at the Property.

G. From April, 2011 to November 5, 2012, significant Remedial Activities have been conducted by Vidhya, see Exhibit A attached.

H. The Village has alleged that Vidhya has not met the Order's required actions, and has issued several citations (the "Citations") to Vidhya and is also alleging that Vidhya is noncompliant with the terms of the C.U. Permit due to "illicit discharges or

petroleum releases into the drainage ditch adjacent to the Property that have occurred and continue to occur from the Property, which also drain onto the adjacent property impacting the water quality and resulting in potentially both soil and water contamination." The Citations include potential fines totaling \$84,500.00 (the "Fines"). The Village has also threatened to suspend or revoke the C.U. Permit and use of the Property as a gas station until or unless "there is compliance with the standards, regulations and condition imposed with said permit." Even though the Village alleges that Vidhya has not met the Order's required actions, the Village stopped issuing Citations as of July 22, 2012. A public hearing was held before the Village Plan Commission on August 20, 2012 and at that time evidence and testimony were submitted and the hearing was closed. The Village Plan Commission made no findings and did not act on the Petition of the Village to revoke or suspend the C.U. Permit and has since adjourned the meeting to November 19, 2012.

I. Vidhya disputes that it is responsible for the Releases at the Property or for the environmental condition of the Property. Nonetheless, Vidhya has spent approximately \$300,000 to date to address the Releases and has agreed to take additional actions to further address the Releases.

J. Illicit discharges at the Property which violate Village Ordinances continue and Vidhya has agreed to perform remedial activities for stopping said illicit discharges from the Property and Vidhya further agrees to comply with all Village Ordinances.

K. In return for Vidhya's agreement to complete and fulfill performance of certain Remedial Activities at the Property to further address the Releases, and to bring the Property into compliance with Village Ordinances, the Village has agreed to the terms of this Agreement and to allow the C.U. Permit, amended as provided below, to continue in effect.

NOW, THEREFORE, in consideration of the mutual covenants and conditions below, the receipt and sufficiency of which is hereby acknowledged, the Village and Vidhya hereby agree as follows:

AGREEMENT

1. The Parties agree that this Agreement is the compromise of a dispute and without admission of fault or liability the Parties agree to a resolution contained herein in the interest advancing their mutual and individual interests.

2. Vidhya and/or Vidhya's consultants or contractors on Vidhya's behalf, shall complete the following Remedial Activities, in accordance with applicable law:

- a. By October 1, 2012, conduct interim Remedial Activities by installing a 21,000 gallon frac water holding tank (delivered September 17, 2012) for pump out and ground water level control of the UST tank field to eliminate from the north storm water ditch, discharges of petroleum impacted ground water (subject to reasonable permit issuance by the controlling governmental agencies). Pumping of the tank field started September 20, 2012;

- b. Prepare and submit to the Village a written plan for sampling, and analytical testing of the storm water discharge, to include at a minimum PVOOC, lead, naphalene and PAH analysis during the initial startup phase, see Exhibit B attached. Depending on the results of testing, additional parameters may be added or subtracted from the sampling regimen, reasonably acceptable to the Village, by November 16, 2012. In addition, the Village or its contractors shall be entitled to perform similar sampling and analytical testing, at Vidhya's expense, for purposes of confirmation of testing results and compliance monitoring;
- c. Beginning on November 9, 2012, prepare a daily inspection log (to be delivered to the Village Engineer weekly) and complete daily inspections of the Property, to include the storm water discharge culvert and the road ditch and weekly checks of the tank sumps. By November 26, 2012 Vidhya agrees that the liquid level in the diesel tank sump and gasoline tank sump shall be maintained at a level of 8 feet or greater below the ground surface to the top of the water level in the sump;
- d. Work with the WDNR to prepare a preliminary Site Investigation Plan based on the information and sampling results developed during implementation of the remediation plan which Site Investigation Plan will be completed and a copy delivered to the Village by November 16, 2012;
- e. By December 7, 2012 commence installation of the ground water monitoring wells and soil probes pursuant to the Preliminary Site Investigation Plan. The work shall be complete by December 14, 2012;
- f. Prepare and submit to the Village a preliminary remediation plan, reasonably acceptable to the Village, by November 16, 2012; said remediation plan to include without limitation, testing and remediation in compliance with all local, state and federal laws, rules, regulations and ordinances, including without limitation, those contained in Chapter 292 of the Wisconsin Statutes;
- g. Contain any contaminated materials at the Property, including but not limited to maintaining and replacing, as necessary, surface water skimmer booms and/or additional materials to capture any sheen in the road ditch area;
- h. By December 19, 2012, install a system of blocking/recovery wells near the storm water outfall and near the sanitary lateral (also submit and obtain Village Erosion Control Permit) and install a carbon treatment system on the Property by January 18, 2013 to treat and control groundwater level in the tank field and construct a heated and insulated small structure that will prevent equipment from freezing.

All parties acknowledge prior to construction of any recovery system Vidhya shall provide plans and elevations to the Village for Village review, and to obtain any necessary temporary or permanent amendments or changes to the C.U. Permit and the PUD Ordinance affecting the Property. Attached hereto as Exhibit C and incorporated herein by reference are the proposed locations for the carbon treatment system for ground water treatment;

- i. Consult with the WDNR and obtain WDNR comments on the planned Remedial Activities;
 - j. Vidhya agrees to replace northerly outfall manhole by December 7 , 2012 and to properly dispose of any contaminated soils that may have to be excavated during said storm sewer repairs or any future repairs;
 - k. Re-sod and restore the Property disturbed by implementation of Remedial Activities;
 - l. Consent to the amendment of the C.U. Permit and the PUD Ordinance affecting the Property, to provide that any violation of the terms of this Settlement Agreement will be a violation of the terms of the C.U. Permit, to authorize the construction of the carbon ground water treatment system and structure described in Paragraph 2.h above, and to provide for the additional requirements listed on Exhibit D attached hereto and incorporated herein by reference as conditions of the C.U. Permit;
 - m. Comply with the performance standards and reporting requirements of the WDNR WPDES Permit and with WDNR regulatory requirements for the investigation and remediation of any onsite and offsite discharges or releases incorporated herein by reference; and
 - n. Substantial completion and operation of all Remedial Activities shall take place on or before April 1, 2013, and final completion of all Remedial Activities shall take place on or before May 1, 2013 (the "Compliance Date").
3. Vidhya agrees to pay all reasonable costs and expenses incurred by the Village arising out of, or relating to, the alleged illicit discharges at the Property or the enforcement of this Agreement, including without limitation, reasonable attorneys' fees, environmental consultant fees, fees for the Village Engineer and other Village staff, testing, sampling, and all similar costs. The Village estimates that its costs to September 27, 2012 are approximately \$39,099.40 as shown on Exhibit E attached hereto and incorporated herein by reference. Vidhya agrees to pay the amount of \$39,099.40 on before December 31, 2012 and to pay any other invoices from the Village for such expenses within fourteen (14) days following the date they have been notified by the Village in accordance with Paragraph 17 below of the amounts owed.

4. The Village agrees not to issue any new Citations regarding anything covered in this Agreement, subject to the ability of the Village to issue new Citations if Vidhya violates any terms or provisions of this Agreement or Village ordinances after the date of this Agreement, and allow the Conditional Use Permit, as amended, to continue in effect. Nothing contained in this Agreement shall affect the rights of the parties regarding any Citations and Fines issued prior to the date of this Agreement. All such existing Citations and Fines shall be the subject of the pending legal action in the Village Municipal Court.

5. Vidhya shall apply for and obtain all local, state and federal permits that are required for Vidhya to undertake the Remedial Activities, including but not limited to a Wisconsin DOT Work-In-The-Right-Of-Way Permit and a Village erosion control permit (collectively, the "Remedial Activities Permit(s)"). All parties acknowledge that the C.U. Permit and PUD Ordinance affecting the Property will need to be amended as described in Paragraph 2.1. above and to allow the construction of the carbon ground water treatment system and structure as described in Paragraph 2h. above.

6 The Village agrees to reasonably support and facilitate the review and approval of Vidhya's applications for the Remedial Activities Permits.

7. Except as specifically set forth herein, Vidhya hereby agrees to indemnify and to hold harmless the Village and all of its elected officials, officers, directors, employees, agents, shareholders, attorneys, subsidiaries, successors and assigns from any and all claims, causes of action, loss, costs, expense, damage, injury, obligation, liability, penalty, fine, suit, including, without limitation, attorney and consultant fees and expenses, of whatever kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to or arising out of the Remedial Activities and where founded upon or growing out of the acts or omissions of Vidhya.

8. Except as specifically provided in this Agreement, there are no representations, covenants, warranties, promises, agreements, conditions, or undertakings, oral or written, between the Village and Vidhya, as to the subject matter hereof. Except as specifically provided in this Agreement, all Village Ordinances apply to Vidhya and the Property.

9. If any provision of this Agreement conflicts with applicable Village, state, or federal laws, ordinances, rules or regulations, such conflict shall not affect the other provisions of this Agreement which can be given effect without the conflicting provision, and, to this end, the provisions of this Agreement shall be severable, and the invalidity or partial invalidity or unenforceability of any one (1) provision or portion hereof shall not affect the validity or enforceability of the remaining portions of said provision or any other provisions of this Agreement.

10. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, and shall be considered to "run with the land" and bind subsequent owners/occupants of and at the Property, provided, however, that Vidhya may not assign any of its obligations under this Agreement without the express written consent of the Village.

11. This Agreement shall be construed under the laws of the State of Wisconsin. The Village shall be entitled to collect from Vidhya its reasonable attorneys' fees and costs in collecting any amounts owed by Vidhya to Village.

12. Time is deemed to be of the essence with regard to all dates and time periods set forth herein or incorporated herein.

13. If Vidhya does not complete any of its obligations under this Agreement by the due date (the "Delayed Completion"), Vidhya agrees to pay liquidated damages to the Village in accordance with Exhibit F attached hereto and incorporated herein by reference (the "Liquidated Damages"), provided however, that Vidhya will not pay Liquidated Damages if the Delayed Completion is substantially caused by any of the following: (a) the Village; (b) a delay in Vidhya's Remedial Activities which delay is beyond Vidhya's reasonable control; or, (c) a Force Majeure Event. For purposes of this Agreement, a "Force Majeure Event" means an event or occurrence including without limitation, drought, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance, sabotage, explosion, strike, lockout or other labor dispute which is beyond the reasonable control of, and not due to the fault or negligence of, the party affected, and which could not have been avoided by due diligence and use of reasonable efforts. If Vidhya violates any provisions of this Agreement, the Village may also exercise all rights and remedies allowed under this Agreement and applicable law, including without limitation, issuing additional Citations, seeking the suspension or revocation of the C.U. Permit and seeking injunctive relief and collecting its actual damages from Vidhya. The use of any remedy shall not preclude the use of any other remedies.

14. This Agreement, and all other documents or instruments that may be required by this Agreement, may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute the same instrument. This Agreement may contain more than one (1) counterpart of the signature page, and may be executed by the affixing of the signatures of each of the signers to one (1) of such counterpart signature pages; all of such counterpart signature pages shall be read as though one (1), and shall have the same force and effect as though all of the signers had signed a single signature page.

15. Access and Purposes. Vidhya hereby permits the Village, its employees, duly authorized representatives, agents and subcontractors, to enter upon and have rights of ingress and egress over and access at reasonable times to the Property for the purpose of observing the conduct of the Remedial Activities and to take water, soil and other samples for testing.

16. Term. The term of this Agreement will commence upon execution of this Agreement and continue until Vidhya has completed its obligations under this Agreement. Paragraphs 3, 4, 5 and 7 will survive expiration or termination of this Agreement.

17. Notice. Any request, demand or other notice required or permitted to be given under this Agreement shall be in writing and may be, and shall be deemed, given and sent, if mailed, two days after the date when deposited in the United States mail, certified

mail, return receipt requested, postage prepaid, or by overnight courier service, telecopy, telegraph or telex when delivered to the appropriate office for transmission, charges prepaid, or by telecopy when received, addressed:

If to Vidhya: Dixit Patel
VIDHYA Corp VIII, Inc.
1491 W. Roosevelt Road
West Chicago, IL 60185
Telephone: 630-202-6724
Fax:
E-mail: ddwc1@sbcglobal.net

With a copy to: J. Michael McTernan
Alia, DuMez, Dunn & McTernan, S.C.
6633 Green Bay Road
Kenosha, Wisconsin 53142
Telephone: 262-654-8700
Fax: 262-654-8600
E-mail: jmm@addmlaw.com

Donald P. Gallo, Esq.
Reinhart Boerner Van Deuren s.c.
N16 W23250 Stone Ridge Drive, Ste. 1
P.O. Box 2265
Waukesha, WI 53187-2265
Telephone: 262-951-4555
Fax: 262-951-4690
E-mail: dgallo@reinhartlaw.com

If to the Village: Michael R. Spence, P.E., LEED AP
Village Engineer/Building Inspection
Village of Pleasant Prairie
9915-39th Avenue
Pleasant Prairie, WI 53158
Telephone: 262-948-8951
Fax: 262-925-6786
E-mail: mspence@plprairiewi.com

Michael Pollocoff
Village Administrator
9915-39th Avenue
Pleasant Prairie, WI 53158
Telephone: 262-948-8951
Fax: 262-925-6786
Email: mpollocoff@plprairiewi.com

With a copy to: Timothy J. Geraghty, Esq.
Village Attorney
Godin Geraghty Puntillo Camilli, S.C.
6301 Green Bay Road
Kenosha, WI 53142
Telephone: 262-657-3500
Fax: 262-657-1690
E-mail: tgeraghty@wi.rr.com

All parties shall acknowledge in writing the receipt of any notice delivered in person.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

VIDHYA Corp VIII, Inc.
PRAIRIE

By: _____

THE VILLAGE OF PLEASANT

By: _____
_____, Village President

Attest: _____
_____, Village Clerk

APPROVAL OF _____

This Agreement was approved by the
_____ of the Village of Pleasant
Prairie by Resolution dated the
_____ day of _____, 2012.

EXHIBIT A

Chronology of Immediate and Interim Remedial Activities Conducted by VIDHYA Corp VIII, Inc. November 6, 2012

- 4/26/11 - Fire chief reports petroleum observed in storm sewer catch basin on north side of property. Frank Bennett, Retail Petroleum Inspector, requires tightness testing of dispenser sumps, repair of leaking union under diesel dispense and pumping of one inch layer of diesel product from diesel sump. Two booms to absorb petroleum were installed.
- 6/1/11 - Tanknology conducted tank testing identified gas and diesel releases but they were contained in annular space and did not escape double wall system and did not impact the environment.
- 6/9/11 - Moraine and Interstate Pump and Tank met on site to identify issues and solutions. Moraine sampled soil and surface water in north drainage ditch area and identified diesel constituents as being six (6) times more prevalent than those of gasoline.
- 7/8/11 - Moraine conducted further sampling and recommended inspecting the interior lining of the catch basins and storm sewers. They also recommended excavation of contaminated soils in the north drainage ditch area. Moraine concluded that the impacts are the result of on-going incidental spillage from daily fueling that run off into the two down gradient catch basins which then travels through the discharge pipe or surrounding backfill into the north drainage ditch.
- 11/17/11 - Quality Environmental Solutions (QES) and representatives from Anderson Pump and Graham Enterprise (fuel supplier) attended a meeting with the Village. QES disagrees with Moraine's conclusions that the source of the impacts in the north ditch are from surface runoff from fueling operations but rather from weathered petroleum products from overspills in the 1990's into the tank field via the piping utility trenches' granular fill. High precipitation resulting in higher groundwater table has mobilized the weathered petroleum via the utility trench backfill. QES recommended removal and disposal of all impacted materials in the drainage ditch area, installation of engineered controls to prevent migration to off-site properties and installation of new booms and an oil/water separator.
- 3/27/12 - Petroleum products were pumped from tank field backfill and containment pans near the pump islands.
- 5/12 - Unipump removed flexible piping and replaced it with fiberglass piping and continue to pump from tank field, backfill, containment pans and dispensers. A second set of booms were installed. QES conducted second soil sampling along the pipe lines. Excess soils from pipe replacement were disposed of at a landfill.
- 6/12 - Three (3) on-site inspections were conducted and no observations of a sheen in the north drainage ditch.

- 7/5-12/12 - Impacted soils (124 tons) were removed from north drainage ditch area and disposed. QES then collected soil samples indicating some residual contamination in the excavation area. QES concluded from soil sampling in piping area that the release is historic. Sod was placed over the excavation area.
- 8/7/12 - Midwest Engineering Services (MES) sampled ditch surface water.
- 8/13/12 - MES was retained to conduct remedial actions to prevent further migration of residual petroleum contamination offsite.
- 8/20/12 - MES provided a draft Remedial Activities and Schedule.
- 8/28/12 - Future Environmental cleaned the onsite stormwater system and removed accumulated sludge. DeBelak Plumbing used sewer camera scope to evaluate the integrity of the existing stormwater sewer system. The northwestern catch basin was the only defective section of the system.
- 9/14/12 - VIDYHA attended a meeting with Village, consultants, and legal representation.
- 9/17/12 - Northshore Environmental positioned a 21,000-gallon "frac" tank onsite.
- 9/20/12 – The proposed groundwater treatment system was ordered from Carbonair.
- 9/26/12 – Northshore Environmental pumped petroleum-impacted water from gas basin into “frac” tank.
- 10/1/12 – Northshore Environmental pumped petroleum-impacted water from diesel basin into “frac” tank. A total of 19,000 gallons of petroleum-impacted water has been pumped into “frac tank.
- 9/26/12 - MES submitted the WPDES General Permit application for discharge of contaminated groundwater from remedial action operations to WDNR.
- 10/9/12 – MES collected a water sample from gas basin and submitted to laboratory for analytical testing for VOCs and PAHs per WDNR request.
- 10/19/12 – MES collected water sample from diesel basin and submitted to laboratory for analytical testing for VOCs and PAHs.
- 11/2/12 - WDNR approved the WPDES Permit.
- 11/5/12 - MES prepared a Preliminary Site Investigation Workplan, a revised Remedial Activities plan, and a treatment system sampling analysis plan for submittal and approval from WDNR.

Exhibit B-Sampling & Analytical Testing Plan

System Start-up (Assume 3 days):

Owner to sample influent and effluent for VOCs, naphthalene, GRO, DRO, PAHs and lead once daily during the first three days of system operation.

Village may collect duplicate samples (at Owner's expense) for analysis of VOCs and/or PVOCs, naphthalene, GRO, DRO, PAHs and lead up to once daily during the first three days of system operation.

Owner shall provide Village with electronic copies of laboratory analytical results upon receipt (or laboratory may provide analytical results directly to Village Engineer via electronic delivery. No treated water will be permitted to be discharged until such time that the analytical results are determined below acceptable discharge levels (i.e. no detects above either NR 140 PAL standards, Safe Drinking Water Act limits or WPDES permit level limits).

Weekly Sampling (Duration – 12 Weeks following system start-up):

If no VOCs, naphthalene, GRO, DRO, PAHs or lead are detected during the system start-up testing within the influent and effluent samples following the completion of the initial six weeks of testing, subsequent weekly testing during weeks 7 through 12 of influent and effluent samples to be obtained by Owner can, at the Village's discretion, be reduced to include analysis of only PVOCs and any other detected analytes within the influent samples and PVOCs and any other detected analytes within the effluent samples.

Village may, at Owner's expense, collect influent and/or effluent samples for analysis of VOCs and/or PVOCs, naphthalene, GRO, DRO, PAHs and lead up to once per week during the 12 week "weekly sampling" period unless effluent analytical results indicate an exceedance of either NR 140 PAL standards, SDWA limits or WPDES permit limits. In the event that any of the Village's weekly compliance sample results exceed such limits, additional testing (including up to daily testing) may be immediately initiated until such time that the effluent meets discharge standards.

Monthly Sampling (Duration – Minimum Two Years)

If no VOC, PVOc, naphthalene, PAH or lead impacts are identified within the effluent samples collected during the 12 week "weekly sampling" period, monthly influent and effluent sampling for PVOcs shall be conducted by the Owner.

Village may, at Owner's expense, collect influent and/or effluent samples for analysis of VOCs and/or PVOcs, naphthalene, GRO, DRO, PAHS and lead up to once per month. In the event that any of the Village's monthly compliance sample results exceed such limits, additional testing (including up to daily testing) may be immediately initiated until such time that the effluent meets discharge standards.

Quarterly Sampling (Duration – Years two through ten+)

Following at least two years of monthly influent and effluent sampling, a change to quarterly sampling may be approved by the Village at its sole discretion if all of the preceding monthly

testing results showed no detectable levels of contamination above the laboratory's method detection limits which will be presumed to be below the NR 140 PAL standards at that time.

Village may, at Owner's expense, collect influent and/or effluent samples for analysis of VOCs and/or PVOCs, naphthalene, GRO, DRO, PAHS and lead up to once per month during the quarterly sampling. In the event that any of the Village's compliance sample results exceed applicable limits, additional testing (including up to daily testing) may be immediately initiated until such time that the effluent meets discharge standards.

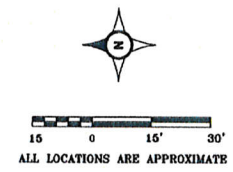
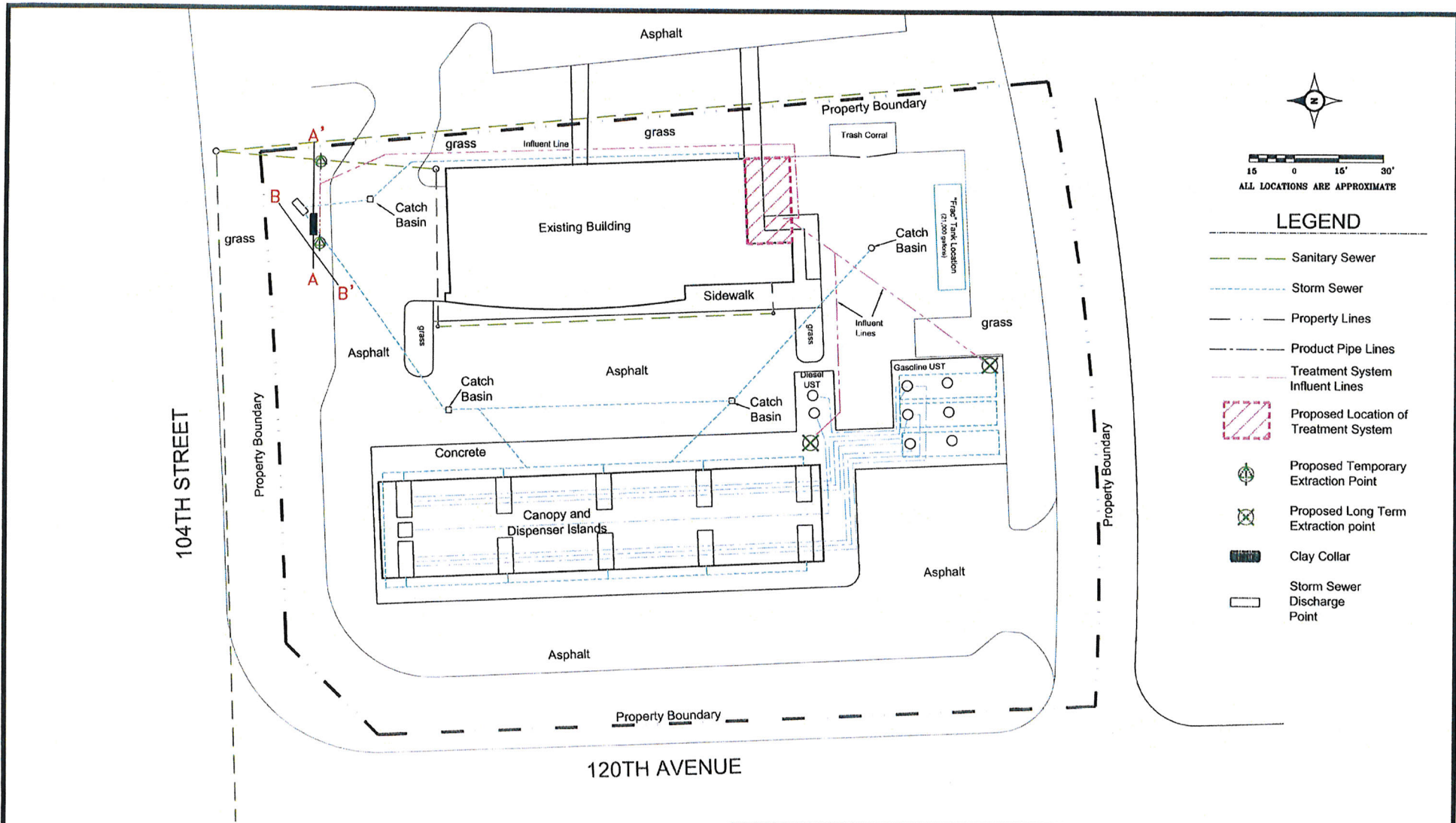
*****Additional Extraction Point Sampling Requirements**

Owner to sample each additional extraction point influent for VOCs, naphthalene, PAHS, lead, GRO & DRO at the time that any new extraction points are added to the system. A minimum of two influent samples are to be collected from each point during the first two days of extraction from such points and companion effluent samples are to be collected daily for two days following the start-up of extraction at each additional point. No discharge of treated water is permitted to occur until the results of the additional extraction point sampling demonstrates that the effluent results comply with all applicable standards.

Village may, at Owner's expense, collect companion influent and effluent samples for analysis of VOCs and/or PVOCs, naphthalene, GRO, DRO, PAHS and lead as each additional extraction point is connected to the system until such time that the treated water meets all applicable discharge requirements.

Additional Conditions:

- Owner to immediately report any exceedances of applicable discharge standards to the Village and the Wisconsin Department of Natural Resources;
- Owner to provide to Village weekly summary reports in an electronic format containing tabulated analytical test results for each sampling event and sampling point (influent vs. effluent) and treatment system performance data (gallons treated/discharged, operational status of system, and estimate of carbon/zeolite media remaining along with anticipated changeout dates and any other operation & maintenance data, etc.) commencing with the week following start-up through the second anniversary date of system start-up. Thereafter, monthly summary reports shall be provided to the Village for the remainder of the project.
- Once groundwater monitoring wells have been installed at the site, monthly groundwater elevation readings shall be obtained from all monitoring wells at the site (including any monitoring wells installed off-site as part of the release investigation activities) and reported to the Village within the required weekly summary reports or in a separate transmittal entitled "BP Amoco Site - groundwater conditions").



- LEGEND**
- Sanitary Sewer
 - Storm Sewer
 - Property Lines
 - Product Pipe Lines
 - Treatment System Influent Lines
 - Proposed Location of Treatment System
 - Proposed Temporary Extraction Point
 - Proposed Long Term Extraction point
 - Clay Collar
 - Storm Sewer Discharge Point

Notes:
 Developed from Site Plan provided
 by client

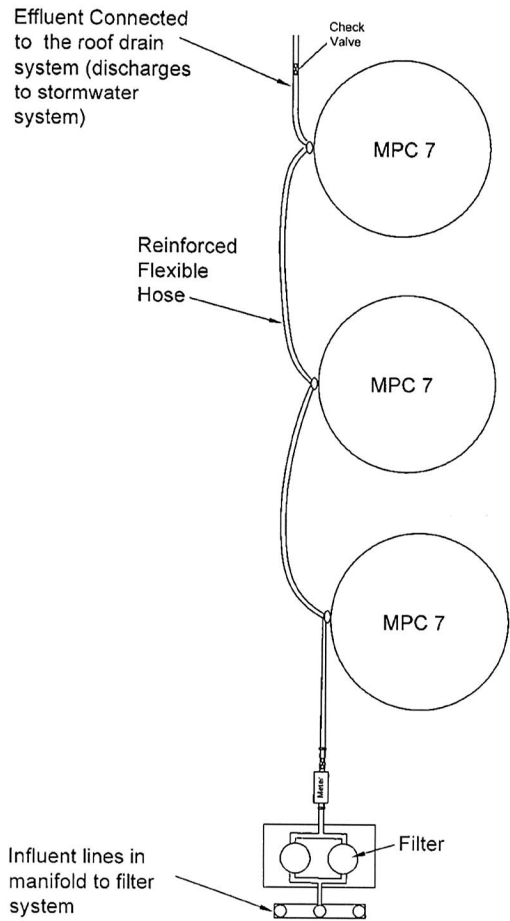
 <small>midwest engineering services, inc.</small>	EXISTING SITE FEATURES DIAGRAM	Scale: 1" = 30' +/-
	BP Station 10477 120th Avenue Pleasant Prairie, WI	Project Number: 7-121029 Date: 8/13/12 Drawn By: SLH

7-121029\autocadfiles\bp station site.dwg\site

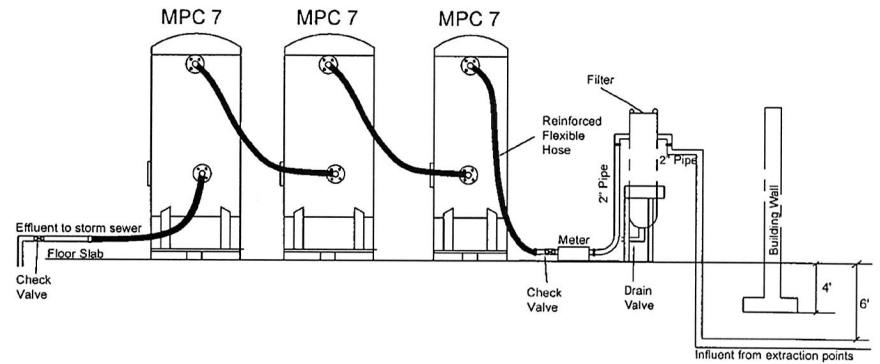
FIGURE 1

Exhibit C

System Plan View



System Cross Section



Notes:
Developed from Site Plan provided by client.



DETAIL OF TREATMENT SYSTEM

BP Station
10477 120th Avenue
Pleasant Prairie, WI

Scale: NOT TO SCALE

Project Number: 7-121029

Date: 8/13/12

Drawn By: SLH



midwest engineering services, inc.

geotechnical • environmental • materials engineers

821 Corporate Court
Suite 102
Waukesha, WI 53189-5010
262-521-2125
FAX 262-521-2471
www.midwesteng.com

November 13, 2012

Jean M. Werbie-Harris
Community Development Director
Village of Pleasant Prairie
9915 39th Avenue
Pleasant Prairie, Wisconsin 53158

SUBJECT: Explanation of Clay Collar Installation and Catch Basin Soil Handling
BP Station
10477 120th Avenue
Village of Pleasant Prairie, Wisconsin
MES Project No. 7-121029
FID No. 230103830
BRRTS No. 02-30-557069

Ms. Werbie-Harris,

The construction of the clay collar that is planned for the northern storm water discharge point will be constructed by Bouterse Construction under the field supervision of Midwest Engineering Services. The activities will consist of the excavation of the surface topsoil material, which will be stockpiled for potential reuse as topsoil once the collar has been installed. The excavation will be extended into and to a depth beneath the granular material around the 12 inch storm water. If water is encountered within the granular material a sump pump will be installed and the water will be pumped to one of the "frac" tanks located along the south of the station. Once water removal is completed, the excavation will extend vertical to a depth of at least 12 inches beneath the granular material around the pipe. It is anticipated that the granular fill material extends to a depth between 3.5 to 4.5 feet. It is proposed that any relatively "clean" granular material may be used to backfill the excavation (around the pipe on the up stream side) once the clay collar is constructed. Any surrounding soil fill, natural soils, and comingled soil and granular material will be excavated, loaded into a "special waste licensed" truck and transported to a WDNR-licensed special waste facility (Kestrel Hawk Landfill).

Due to the location of existing utilities, the excavation will be in a general parallel location to the existing curb line and thus not perpendicular to the storm water line. As such, it is anticipated that the length of the exposed granular material will be about 3.5 feet. As requested, both sides of the excavation will be extended about 2 feet horizontally from the granular material. Once the excavation has been completed and the granular material around the pipe has been removed, chipped bentonite will be placed in about 12 to 18 inch lifts and

MES Project No. 7-121029
BP Station
Village of Pleasant Prairie, Wisconsin
Page 2

wetted with clean water to assure activation. This material will extend to about 12 inches from the ground surface. Topsoil will then be placed to the ground surface.

Regarding the soil that will be encountered during the removal and replacement of the catch basin, any soil and comingled granular material and soil will be removed and transported to Kestrel Hawk Landfill. These excavation and handling services (remedial actions) will be performed in general accordance with NR 708 requirements under NR 708.05(3).

We trust this information meets your needs. Please feel free to contact us if you have any questions.

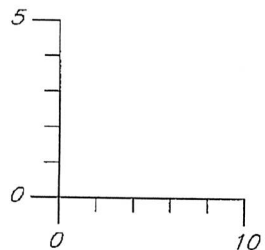
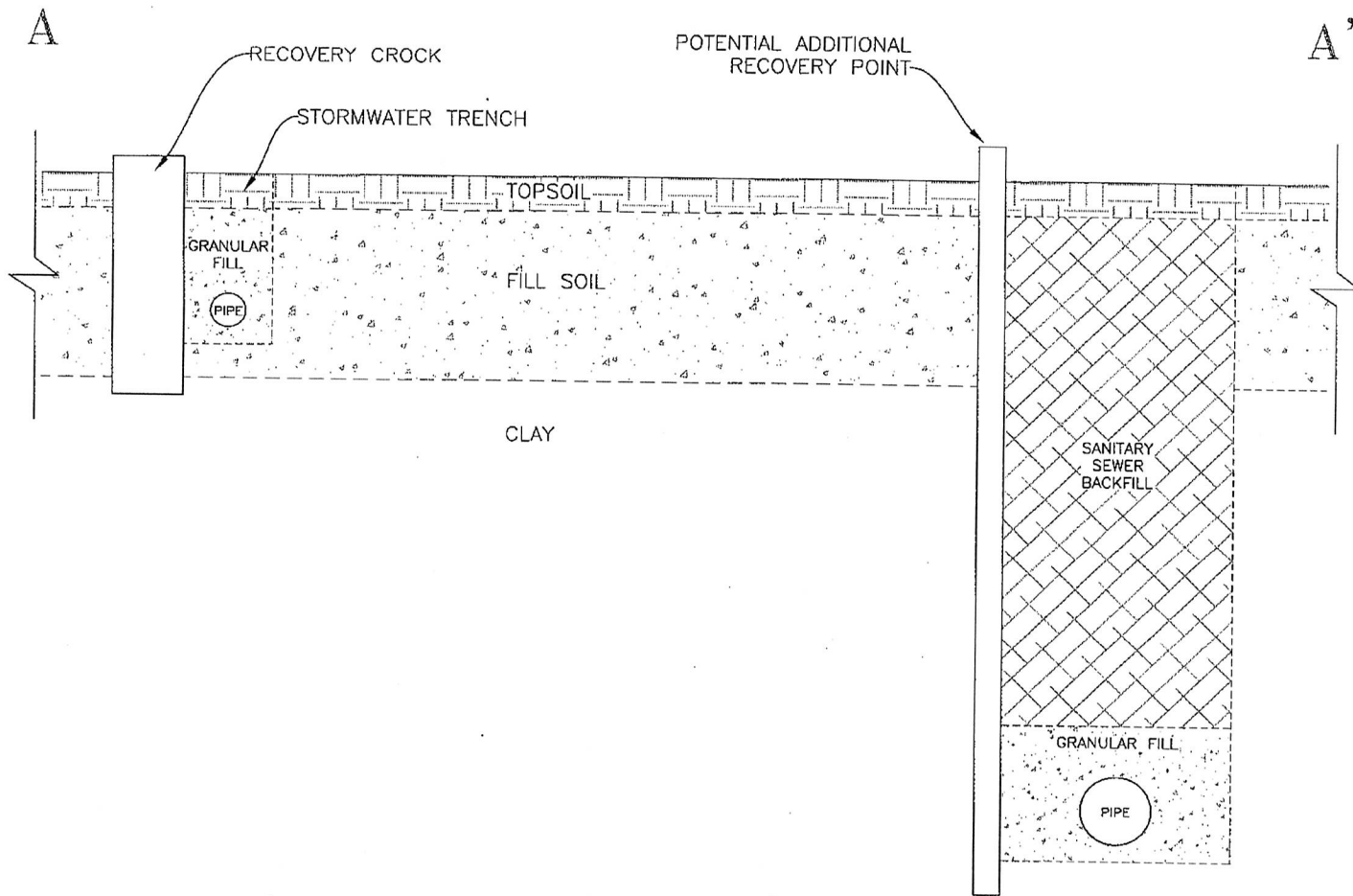
Sincerely,

MIDWEST ENGINEERING SERVICES, INC.



Patrick J. Patterson, P.E., P.G.
Department Manager
Environmental Services

cc: Mr. Dixit Patel; VIDHYA Corp. VIII, Inc.
Atty. J. Michael McTernan; Alia, DuMez, Dunn and McTernan, S.C.
Atty. Donald P. Gallo; Reinhart Boerner Van Deuren, S.C.



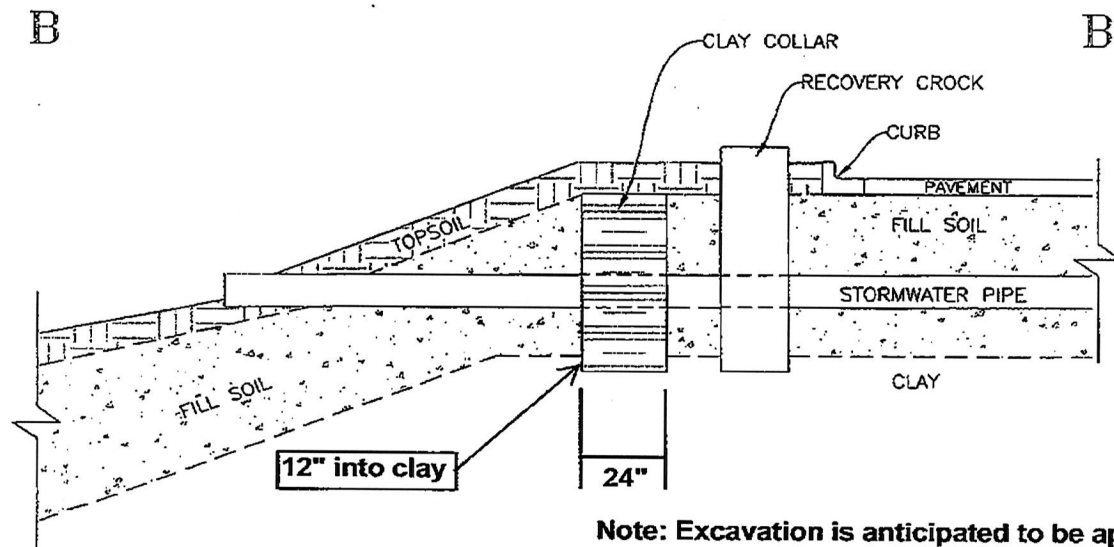
SCALE
 HORIZONTAL: 1" = 10'
 VERTICAL: 1" = 5'

MES
 midwest engineering services, inc.

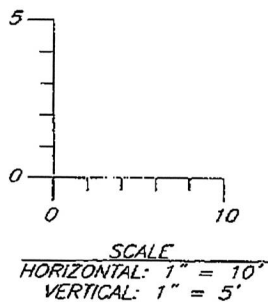
CROSS-SECTION A-A'
 RECOVERY POINTS

BP STATION #3789
 10477 120th AVE.
 KENOSHA, WI

MES Project No: 7-121029
BRRS No: 03-30-242791
Date: SEPTEMBER, 2012
Drawn By: KP



Note: Excavation is anticipated to be approximately 24" (2') wide and approximately 8 feet long. However, the excavation will extend at least 2 feet beyond both sides of the granular material around the 12" storm water pipe. The collar will extend 12" into natural clay soil. Due to existing utilities in this area, the clay collar/excavation will be constructed parallel to the existing curb line.




 midwest engineering services, inc.	CROSS-SECTION B-B' CLAY COLLAR AND RECOVERY CROCK	MES Project No: 7-121029
	BP STATION #3789 10477 120th AVE. KENOSHA, WI	BRRTS No: 03-30-242791
		Date: SEPTEMBER, 2012
		Drawn By: KP

EXHIBIT E

Total Cost¹⁾

Cost Entity	Total	Comments
Village Engineering Department	\$12,356.25	Thru 9/26
Communtiy Development/Zoning	\$1,760.00	Thru 9/27
Environmental Consultant	\$14,783.15	Thru 9/15
Attorney Fees	\$10,200.00	Thru 9/21
	Total: \$39,099.40	

¹⁾Activities go back to April 26, 2011. Work includes site visits, reviews, correspondance, discussions with regulatory officials, meetings. Additional fees beyond these dates will be invoiced and shall be paid pursuant to the PreDevelopment Agreement on file with the Village.

Exhibit F - Milestone Dates Liquidated Damages
BP Amoco Gas Station
Parcel Number 92-4-122-302-0130

Milestone	Scheduled Date	Actual Date	Liquidated Damages \$ per day ⁵⁾
Daily inspection log (to be delivered to the Village weekly)	11/09/12		
Conduct interim Remedial Activities ¹⁾	10/01/12	9/17/12	
Pump tank field	10/01/12	9/20/12	
Contain any contaminated materials at the Property ²⁾	10/10/12		
Submit erosion control permit and construction plan to Village	11/20/12		
Replace northerly outfall manhole	12/07/12		
Maintain liquid level in each of the sumps for the diesel and gasoline tanks at the level agreed to in the Agreement ³⁾	11/26/12		\$200
Prepare and submit to the Village a written plan for sampling, and analytical testing of the storm water discharge reasonably acceptable to the Village	11/16/12		\$200
Prepare and submit to the Village a Site-investigation work plan reasonably acceptable to the Village ³⁾	11/16/12		\$200
Prepare and submit to the Village a preliminary Site-remediation plan reasonably acceptable to the Village ⁴⁾	11/16/12		\$200
Install a system of blocking/recovery wells near the storm water outfall and near the sanitary lateral and install a temporary carbon treatment system near the north ditch area	12/19/12		\$200
Consent to the amendment of the C.U. Permit and the PUD Ordinance and Settlement Agreement ⁵⁾	11/19/12		
Commence installation of soil borings and monitoring wells	12/07/12		\$200
Obtain all permit approvals from Village, State, DNR	11/20/12		
Construct a heated and insulated structure that will prevent equipment from freezing	1/18/13		
Install a long term carbon groundwater treatment system to treat and control groundwater level in the tank field	1/18/13		\$300
Substantial completion and operation of all Remedial Activities defined and agreed to in the Site-Remediation Plan	4/01/13		\$676
Final completion of work including site restoration.	5/01/13		\$100

Notes:

- 1) Install two-21,000 gallon frac holding tanks;
- 2) To include but not limited to: Maintain and replace as necessary surface water skimmer booms and/or additional materials to capture sheen in road ditch area;
- 3) This level must be maintained from November 26, 2012 until the permanent system is installed and operating;

- 4) Includes without limitation testing and remediation for all “downstream” properties affected by any petroleum discharges from the Property;
- 5) Liquidated damages will occur concurrently for multiple items until they are complete.
- 6) PUD Ordinance and Settlement agreement to be considered by the Village Board on November 19, 2012

92-4-122-302-0130



873824
VOL 1163 PAGE 119-126

REGISTER'S OFFICE
KENOSHA COUNTY, WISCONSIN

Page 1 of 8

AUG 30 2 31 PM '91

DONNA M. DIETMAN
REGISTER OF DEEDS

2400

VILLAGE OF PLEASANT PRAIRIE CONDITIONAL USE GRANT GRANT NO. 91-001

Before the Village Board of the Village of Pleasant Prairie, Kenosha County, Wisconsin, in regard to premises located south of STH 165 and east of 120th Avenue identified as Tax Parcel Number 92-4-122-302-0113-0 (Parcel 14, a redivision of Parcel 7 CSM #1362) in Township 1 North, Range 22 East, Kenosha County, State of Wisconsin, further described as follows:

Commencing at the Northwest corner of said Section 30, thence N89° 44' 44" East along the North line of said Northwest 1/4 Section, 1169.05 feet; thence South 02° 43' 08" East, 128.42 feet to the place of beginning of the following description;

Thence North 44° 33' 09" East, 45.74 feet to a point in the South line of STH 165 and a point in a curve; thence Northeasterly 363.41 along the South line of said highway and the arc of said curve, whose center lies to the North, whose radius is 2939.79 feet and whose chord bears North 84° 36' 06" East, 363.17 feet to the West line of 114th Avenue; thence South 12° 21' 54" East, 290.69 feet; thence South 80° 05' 08" West, 35.00 feet; thence South 23° 32' 21" West, 250.00 feet; thence South 58° 50' 27" West, 250.00 feet; thence South 89° 44' 44" West, 80.00 feet to the East line of 120th Avenue (Frontage Road); thence North 02° 43' 08" West and along the East line of said 120th Avenue, 582.78 feet to the place of beginning, a part of the NW 1/4, Section 30, T1N, R22E, in the Village of Pleasant Prairie, County of Kenosha, State of Wisconsin. Containing in all 5.027 acres of land, more or less.

WHEREAS, the Zoning Code and Zoning District Map of the Village of Pleasant Prairie, pursuant to State Statute, provide that the premises may not be used of right for the purpose hereinafter described but that

upon petition such use may be approved by the Village of Pleasant Prairie as a Conditional Use Grant in particular circumstances as defined by the standards in the Zoning Ordinance; and

Petition therefore having been made, and public hearing held thereon, and the Village Board of the Village of Pleasant Prairie having determined that by reason of the particular nature, character and circumstances of the proposed use, and of the specific and contemporary conditions, grant of such use upon the terms and conditions hereinafter prescribed would be consistent with the requirements of the Zoning Ordinance;

NOW, THEREFORE, a conditional use is granted, subject to compliance with the terms and conditions hereinafter stated, that the Premises may be used for the purpose of operating a gasoline service station with a convenience store and a proposed future car wash facility in a B-4, Planned Business Zoning District with a PUD, Planned Unit Development Overlay Zoning District.

The Conditional Use Permit is granted subject to the following conditions:

1. Wisconsin State DILHR approved plans for construction shall be submitted to the Village's Inspection Department for review and approval.
2. A WDOT permit will be required for the driveway opening onto the frontage road (120th Avenue). A copy of the permit shall be provided to the Village prior to issuance of Village zoning and building plans.
3. Sanitary sewer service can be provided from the existing 8-inch sewer along the south side of STH 165. The proposed sanitary lateral or private main shall be shown on the plans. A sanitary meter manhole will be required.
4. The size of the proposed water main and service(s) shall be shown on the plans along with valves and/or hydrants. Revised plans to include hydrant location.
5. Storm sewer and manholes/catch basins shall be identified. Sizing calculations shall be provided. Roof drain connections shall also be shown.

6. Proposed pavement and/or curb grades shall be shown. The parking lot and driveway entrances shall be paved, asphalt or concrete pads. There shall be no parking of vehicles on the grass areas.
7. Separate sign permits shall be obtained prior to construction of signs.

On July 30, 1991 Amoco Oil Company received two (2) sign setback variances from the Village Board of Appeals:

- Permits a pole sign to be located two (2) feet from the STH 165 r-o-w.
 - Permits a monument sign to be located six (6) feet from the 120th Avenue r-o-w.
8. The height of the building and the canopy shall be shown on the building construction plans. The canopy may not exceed 20 feet in height.
 9. Approval of the proposed future car wash shall be contingent on a change in the Village Zoning Ordinance which would allow car washes as a conditional use within the B-4, Planned Business District. The petitioner shall obtain Village zoning and building permits prior to construction of the car wash.
 10. Erosion control measures such as silt fencing and graveled entrances shall be utilized on the entire development site where applicable. An erosion control application and plan shall be submitted with the construction plans for review and a permit shall be issued prior to commencing construction activities.
 11. The method of exterior maintenance (site and building) shall be submitted for review and approval.
 12. All lighting shall be directed so as not to glare into the adjacent right-of-way or onto adjacent properties.

13. Any proposed new fencing shall comply with the Village's regulations. The location of any fencing, height and type shall be shown on a site plan and separate building and zoning permits shall be obtained prior to construction.
14. No outside display of products shall be allowed and merchandise may not be stored outside (i.e. salt, oil, tires etc.)
15. Use of flags and glittery streamers will be prohibited as they serve to distract drivers on the adjacent highway. No inflatable signs or portable/flashing signs are permitted. No signs shall be affixed, located on, attached to or cover any landscaping, shrubs, trees, utility poles or directional signs.
 - a. It is the owner's responsibility to sign the conditional use permit document and pay the recording and filing fees prior to obtaining zoning and building permits.
16. An acceptable method of gasoline spill mitigation shall be provided to the Fire Chief for review and approval prior to issuance of Village building and zoning permits.
17. A final approved landscaping plan shall be submitted to the Village. All landscaping shall be completed within 6-8 months of final occupancy.
18. One Knox box shall be provided on the site. Keys to the convenience store shall be kept in the Knox box.
19. There shall be no vehicles displayed on the site for sale and no outside storage of junk vehicles
20. In the existing Zoning Ordinance, search lights for advertising purposes may be permitted provided that the search light will not be located in any public right-of-way, will not be closer than 10 feet to an adjacent property and will not cause a hazard to traffic or

adjoining properties. Search light permits shall not be granted for a period of more than 12 days in any 6-month period.

21. This Grant shall become effective upon the execution and recording by the Village for the Owners of the Premises of an acceptance hereof in such form as to constitute an effective covenant running with the land.
22. This Grant shall be void unless proper application, pursuant to the building code and zoning ordinance of the Village, for appropriate Building, and Zoning and Occupancy Permits in conformity to this Grant, is made within six (6) months of the date hereof.
23. This Grant is subject to amendment and termination in accordance with the provisions of the Zoning Ordinance of the Village.
24. Construction and operation of the use granted shall be in strict conformity to the approved site, building and operation plans filed in connection with the petition for this permit, and annexed hereto.
25. Any of the conditions of this Grant which would normally be the responsibility of tenants of the premises shall be made a part of their lease by the Owner, which lease shall contain provisions for posting of the pertinent conditions to notify employees thereof.

GRANTED by the action of the Village Board of the Village of Pleasant Prairie the 5th day of August, 1991.

[Signature]
(Village President)

Attest:

[Signature]
(Village Clerk)

Original filed in the Office of Planning and Zoning of the Village of Pleasant Prairie.

Signed: [Signature]
Petitioner(s) Michael P. Kocon
Project Engineer Amoco Oil Company

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)
Kenosha COUNTY)

Personally came before me this 29 day of August, 1991, the above named Michael P. Kocon to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

[Signature]

Notary Public Kenosha County, WI. My Commission is permanent. (If not, state expiration date: 8/23/92)

Receipt of a True Copy of this document on behalf of the petitioner(s) acknowledged the 29th day of August, 1991.

THIS INSTRUMENT WAS DRAFTED BY:

Katherine Rowland
ASSISTANT VILLAGE PLANNER
& DEPUTY ZONING
ADMINISTRATOR

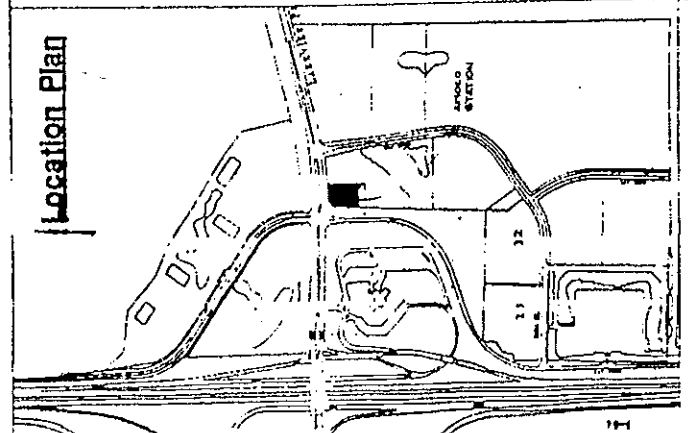
Katherine L. Rowland
Deputy Zoning Administrator

Original document filed in
Community Development Department
Village of Pleasant Prairie

Return this document to:
Village of Pleasant Prairie
Community Development Department
P.O. Box 89
Pleasant Prairie, WI
53158-0089

Conditional Use Permit Number: 91-001

CONDUSEGR.004



Location Plan

NOVALS

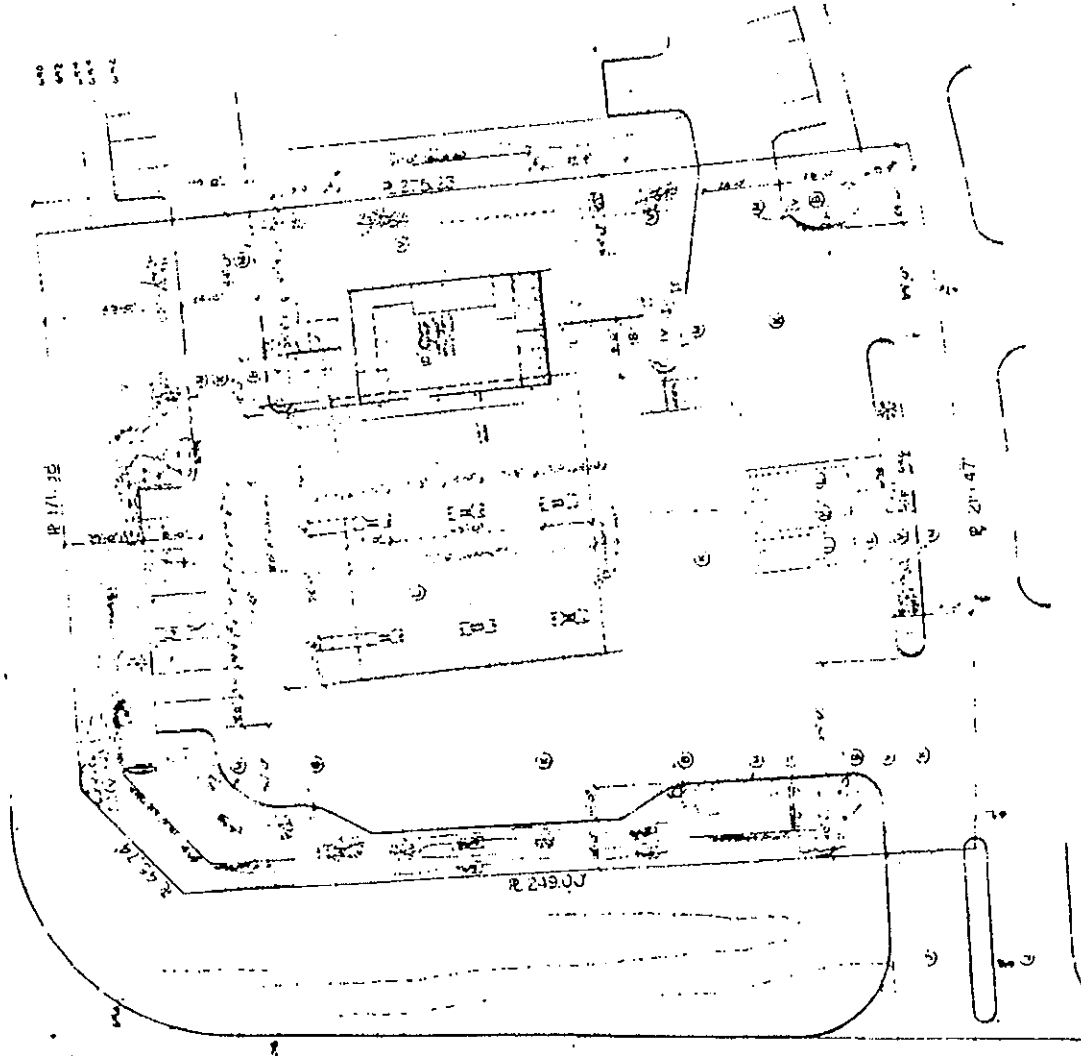
NOVALS OIL CO.
 PIPING ROAD,
 BROOK, ILL

MARK CORPORATION
 LAKEVIEW PARKWAY SUITE #100
 DX 180
 MOUNT PRAIRIE WIS 53158 -180

DATE

DATE

Lakeview Parkway S.T.H. 165



Site Plan

Legend

- 1. EXISTING BUILDING
- 2. EXISTING DRIVEWAY
- 3. EXISTING DRIVEWAY
- 4. EXISTING DRIVEWAY
- 5. EXISTING DRIVEWAY
- 6. EXISTING DRIVEWAY
- 7. EXISTING DRIVEWAY
- 8. EXISTING DRIVEWAY
- 9. EXISTING DRIVEWAY
- 10. EXISTING DRIVEWAY
- 11. EXISTING DRIVEWAY
- 12. EXISTING DRIVEWAY
- 13. EXISTING DRIVEWAY
- 14. EXISTING DRIVEWAY
- 15. EXISTING DRIVEWAY
- 16. EXISTING DRIVEWAY
- 17. EXISTING DRIVEWAY
- 18. EXISTING DRIVEWAY
- 19. EXISTING DRIVEWAY
- 20. EXISTING DRIVEWAY
- 21. EXISTING DRIVEWAY
- 22. EXISTING DRIVEWAY
- 23. EXISTING DRIVEWAY
- 24. EXISTING DRIVEWAY
- 25. EXISTING DRIVEWAY
- 26. EXISTING DRIVEWAY
- 27. EXISTING DRIVEWAY
- 28. EXISTING DRIVEWAY
- 29. EXISTING DRIVEWAY
- 30. EXISTING DRIVEWAY
- 31. EXISTING DRIVEWAY
- 32. EXISTING DRIVEWAY
- 33. EXISTING DRIVEWAY
- 34. EXISTING DRIVEWAY
- 35. EXISTING DRIVEWAY
- 36. EXISTING DRIVEWAY
- 37. EXISTING DRIVEWAY
- 38. EXISTING DRIVEWAY
- 39. EXISTING DRIVEWAY
- 40. EXISTING DRIVEWAY
- 41. EXISTING DRIVEWAY
- 42. EXISTING DRIVEWAY
- 43. EXISTING DRIVEWAY
- 44. EXISTING DRIVEWAY
- 45. EXISTING DRIVEWAY
- 46. EXISTING DRIVEWAY
- 47. EXISTING DRIVEWAY
- 48. EXISTING DRIVEWAY
- 49. EXISTING DRIVEWAY
- 50. EXISTING DRIVEWAY
- 51. EXISTING DRIVEWAY
- 52. EXISTING DRIVEWAY
- 53. EXISTING DRIVEWAY
- 54. EXISTING DRIVEWAY
- 55. EXISTING DRIVEWAY
- 56. EXISTING DRIVEWAY
- 57. EXISTING DRIVEWAY
- 58. EXISTING DRIVEWAY
- 59. EXISTING DRIVEWAY
- 60. EXISTING DRIVEWAY
- 61. EXISTING DRIVEWAY
- 62. EXISTING DRIVEWAY
- 63. EXISTING DRIVEWAY
- 64. EXISTING DRIVEWAY
- 65. EXISTING DRIVEWAY
- 66. EXISTING DRIVEWAY
- 67. EXISTING DRIVEWAY
- 68. EXISTING DRIVEWAY
- 69. EXISTING DRIVEWAY
- 70. EXISTING DRIVEWAY
- 71. EXISTING DRIVEWAY
- 72. EXISTING DRIVEWAY
- 73. EXISTING DRIVEWAY
- 74. EXISTING DRIVEWAY
- 75. EXISTING DRIVEWAY
- 76. EXISTING DRIVEWAY
- 77. EXISTING DRIVEWAY
- 78. EXISTING DRIVEWAY
- 79. EXISTING DRIVEWAY
- 80. EXISTING DRIVEWAY
- 81. EXISTING DRIVEWAY
- 82. EXISTING DRIVEWAY
- 83. EXISTING DRIVEWAY
- 84. EXISTING DRIVEWAY
- 85. EXISTING DRIVEWAY
- 86. EXISTING DRIVEWAY
- 87. EXISTING DRIVEWAY
- 88. EXISTING DRIVEWAY
- 89. EXISTING DRIVEWAY
- 90. EXISTING DRIVEWAY
- 91. EXISTING DRIVEWAY
- 92. EXISTING DRIVEWAY
- 93. EXISTING DRIVEWAY
- 94. EXISTING DRIVEWAY
- 95. EXISTING DRIVEWAY
- 96. EXISTING DRIVEWAY
- 97. EXISTING DRIVEWAY
- 98. EXISTING DRIVEWAY
- 99. EXISTING DRIVEWAY
- 100. EXISTING DRIVEWAY

Data Sheet



DATE: 1974
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 SCALE: 1/4" = 1'-0"

Proposed Food Shop.

PLANNED BY: [Name]
 S.T.H. 165 - 1-92 FRONTAGE RD.
 MOUNT PRAIRIE
 WISCONSIN

Site Plan

DWG. No.

VOL. 1430 PAGE 200



COPY

DOCUMENT NUMBER

1235622

CONDITIONAL USE PERMIT
R E C O R D E D
At Kenosha County, Kenosha, WI
Louise J. Prinsipe, Registrar of Deeds
on 9/28/2001 at 2:01PM
10046671 \$17.00


RECEIVED

BM3

**VILLAGE OF PLEASANT PRAIRIE
CONDITIONAL USE GRANT NO. 01-11**

Before the Village of Pleasant Prairie Plan Commission,
Kenosha County, Wisconsin, in regard to the Amoco Oil
Company property located at 10477 120th Avenue.

Return to:
Village of Pleasant Prairie
9915 39th Avenue
Pleasant Prairie, WI 53158

 **Parcel Number:**
92-4-122-302-0130-0

Legal Description: Lot 14 of CSM 1489 f/k/a part of CSM 1362 located in a part of the Northwest ¼ of Section 30 Township 1 North, Range 22 East in the Village of Pleasant Prairie, County of Kenosha, State of Wisconsin.

WHEREAS, the Zoning Code and Zoning District Map of the Village of Pleasant Prairie, pursuant to State Statute, provides that the premises may not be used of right for the purpose hereinafter described but that upon petition such use may be approved by the Village of Pleasant Prairie as a Conditional Use Grant in particular circumstances as defined by the standards in the Zoning Ordinance; and

WHEREAS, such petition having been made, and public hearing held thereon, and the Village Plan Commission having determined that by reason of the particular nature, character and circumstances of the proposed use, and of the specific and contemporary conditions, grant of such use upon the terms and conditions hereinafter prescribed would be consistent with the requirements of the Zoning Ordinance. Specifically, based upon the information presented at the public hearing the project meets the following standards for granting a Conditional Use Permit in that: the project does not impede the traffic patterns on the site or cause traffic congestion or traffic circulation problems and the traffic patterns on the site do not hinder, harm or distract the provisions of public services; the project does not impair an adequate supply of light and air to the adjacent properties; does not increase danger of fire--in so far as the danger of fire does not exceed the capabilities of the Village Fire and Rescue Department; the project does not create storm water flooding or drainage, create obnoxious odors, problems or otherwise endanger the public health, safety or welfare; there is no existing identified hazard, danger, harm, noxiousness, offensiveness, nuisance or other adversity or inconsistency that would endanger the public's health, safety or welfare related to the proposed use; and the proposed and applied for use on this particular parcel is not inherently inconsistent with either the B-4 (PUD), Planned Business District with a Planned Unit Development Overlay District in which it is located or the adjoining Zoning Districts or the industrial neighborhood.




NOW THEREFORE, a conditional use is granted, subject to compliance with the terms and conditions hereinafter stated for Amoco Oil Company, to redevelop/reconstruct and operate a 24-hour gasoline station and convenience store at 10477 120th Avenue.

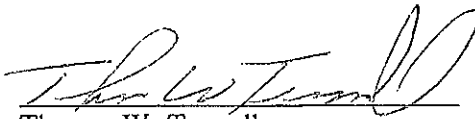
1. This conditional use permit allows the owner to replace the existing Amoco gasoline station/convenience store with a new 4,200 square foot BP-Amoco gasoline station/convenience store as a 24-hour operation. The development will have 10 fuel dispensers. Diesel fuel will be sold at the new facility only to automobiles and light trucks – no diesel fuel is to be distributed to semi trucks. The 4,200 square foot building will contain various operations which will provide the following customer services: a quick service restaurant and bakery, convenience store, self-service coffee bar and soda fountain and an e-commerce area for computerized assistance with weather and traffic information. The “Wild Bean Café” restaurant and bakery will serve such items as sandwiches, soups and salads. The facility is scheduled to be a 24-hour/day operation with the 10 employees working on the largest shift. The daily number of vehicle trips is estimated to be 500 to 900, with the highest traffic volume being during the summer months. The proposed parking meets the requirements for the gasoline station with convenience store. Additionally, a cross-access agreement between Amoco and Culvers property has been recorded, which serves to be economically beneficial and convenient for the traveling public for both businesses.
2. Compliance with the specific requirements of PUD Ordinance approved by the Village Board on July 2, 2001 as Village Ordinance #01-32.
3. Compliance with the Site and Operational Plans as conditionally approved by the Village Plan Commission on June 25, 2001 as on file with the Village of Pleasant Prairie.
4. Subject to the terms of the Cross-Access Easement Agreement between Culver’s and BP Amoco as recorded with the Kenosha County Register of Deeds.
5. As a 24-hour per day operation, the facility shall meet the following requirements:
 - a. The parking lot shall be adequately illuminated.
 - b. A clear and unobstructed view of the cash registers and transaction areas shall be maintained from a public roadway or an internal 30-foot wide site circulation access roadway.
 - c. The building shall be equipped with security cameras. The location and number of cameras shall be reviewed and approved by the Village Police Chief. Said security cameras shall be inaccessible to employees. A conspicuous sign shall be posted at the entrance stating that security cameras with an inaccessible recording device are in place on the premises.
 - d. The building shall be equipped with an inaccessible drop safe and a conspicuous sign shall be posted at the entrance stating that an inaccessible drop safe is on the premises.
 - e. During the hours of 11:00 p.m. and 6:00 a.m. at least two (2) employees shall be working on-site unless the business has taken measures to protect a lone clerk such as but not limited to the installation of bullet-resistant glass or other equipment making a lone employee inaccessible as approved by Village Police Department.
 - f. Installation of a hold up alarm, which is monitored, by a UL listed central station with functioning phone service shall be installed in the building.

6. No temporary outdoor storage units shall be permitted on the site. All merchandise is to be stored inside the convenience store building or within the designated trash/recycling enclosure.
7. There shall be no outside storage of merchandise at this site. This includes, but is not limited to: soda, windshield washer fluid and other vehicle accessories, wood, bags of wood chips, charcoal, etc.).
8. The site shall not be used for any parking (neither overnight nor during the day) of semi trucks, semi trailers and junked/inoperable vehicles.
9. At no time shall the site be used to sell any vehicles that are "for sale".
10. No outdoor vending machines shall be allowed on the site.
11. No vehicular parking will be permitted in driveways, maneuvering lanes, or on landscaped areas.
12. There shall be no outside banners, pennants, flags or streamers affixed or attached to the building(s), light poles, gasoline canopy, ground or landscaping.
13. No temporary banners shall be permitted to be located on the exterior of the building, gasoline canopy or elsewhere on the site. A Grand Opening Sign may be permitted with the proper application and subsequent approval.
14. No temporary, portable signs or metal spring signage shall be permitted on the site.
15. During the demolition and re-construction of the facility no construction equipment or vehicles shall block, hinder or unreasonably disturb adjacent businesses.
16. Permits shall be obtained from the Village prior to commencing work and the Village prior to operation of this facility shall issue a Certificate of Occupancy.
17. No changes to the exterior site, building conditions, or facility operations, which are inconsistent with the Conditional Use Permit, shall be made without the Village's approval. In addition, any addition, alteration, extension, expansion, repair or other proposed change in the approved operation shall be subject to the Village's Conditional Use procedures as if such use were being established anew.
18. The Conditional Use Grant shall become effective upon the execution and recording of said document and shall constitute an effective covenant running with the land.
19. The Conditional Use Grant is subject to amendment and termination in accordance with the provisions of the Village Zoning Ordinance.
20. Construction and operation of the use granted shall be in strict conformity to the approved plans filed in connection with the petition for this permit. Violations of these conditions may result in the revocation of the conditional use permit or zoning violation prosecution, or both.
21. The owner of the property shall provide a copy of these conditions to the on-site manager/operator of the facility.

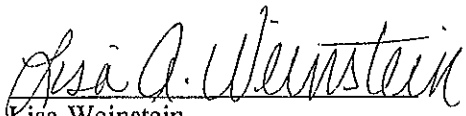
Granted by the action of the Village of Pleasant Prairie Plan Commission the 25th day of June 2001.

ATTEST:


Donald Hackbarth
Secretary


Thomas W. Terwall
Plan Commission Chairman

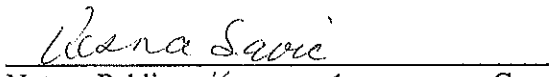
OWNER: Amoco Oil Company


Lisa Weinstein
Real Estate Project Manager

ACKNOWLEDGMENT

STATE OF Wisconsin
SS
Kenosha COUNTY)

Personally came before me this 7 day of September, 2001, the above named to me known to be the person (Lisa Weinstein) who executed the foregoing instrument and acknowledge the same.


Notary Public, Kenosha County, WI.
My Commission expires: 01-12-03.

THIS INSTRUMENT WAS DRAFTED BY:
Jean M. Werbie, Community Development Director
Village of Pleasant Prairie
9915 39th Avenue
Pleasant Prairie, Wisconsin 53158

ORDINANCE # 01-32

**ORDINANCE TO AMEND SECTION 12.26-4
OF THE VILLAGE OF PLEASANT PRAIRIE ZONING ORDINANCE
KENOSHA COUNTY, WISCONSIN
RELATING TO BP-AMOCO PUD**

BE IT ORDAINED by the Village Board of Trustees of the Village of Pleasant Prairie, Kenosha County, Wisconsin, that Section 12.26-4 (l) of the Village Zoning Ordinance is hereby created to read as follows:

Section 12.26-4 (l) SPECIFIC DEVELOPMENT PLANS

4. BP-AMOCO PUD

- a. It is the intent that the BP-Amoco (re)development will continue to provide for development and uses on the property as legally described below in conformity with the adopted Village Comprehensive Plan and the basic underlying zoning district; that the development will not be contrary to the general welfare and economic prosperity of the community; and that the structures, landscaping, parking areas, architectural design, lighting, general site development and signage for the facility shall be properly maintained and general site development will result in an attractive and harmonious commercial retail area, will operate as a uniform development and will not adversely affect the property values of the surrounding properties.
- b. Legal Description: The property included is known as Lot 14 of Certified Survey Map #1489, located in U.S. Public Land Survey Section 30, Township 1 North, Range 22 East in the Village of Pleasant Prairie, County of Kenosha, State of Wisconsin.
 - i. The BP-Amoco (re)development shall be in compliance with all Federal State, County and Village ordinances and regulations except as expressly modified in Section 12.26-4 (l) 4 c below. Additionally, all portions of the Village Zoning Ordinance not modified by this PUD shall apply to the BP-Amoco (re)development:

- ii. The BP-Amoco (re)development shall be in compliance with the LakeView Corporate Park Declaration of Development Standards and Protective Covenants and Modifications, as may be amended from time to time, as recorded at the Kenosha County Register of Deeds Office.
 - iii. The vehicular cross-access easement agreement between the BP-Amoco facility and the Culver's restaurant, located to the immediate east, shall be effective immediately and the cross-access shall be kept permanently open to allow for the free flow of vehicular traffic between the two properties. Exception: the cross-access shall be allowed to be temporarily closed during the construction of the new BP-Amoco facility beginning September 4, 2001 and ending upon the opening of the new BP-Amoco facility.
- c. Specific modifications to the Village Ordinance and regulations and specific requirements:
- i. The BP-Amoco building and associated structures located at 10477 120th Street shall specifically allow for the modification of the following Sections of the Village Zoning Ordinance:
 - (1) Section 12.14-U 11 b. entitled "Aggregate Permitted Background Commercial Sign Area" shall be modified for the BP-Amoco (re)development; and the following sign requirements shall apply:
 - (a) The maximum Aggregate Permitted Background Commercial Sign Area allowed for this property shall be **181 square feet**. Specifically, the following signage shall be permitted:
 - One 6.5' x 5.5' (35.75 square feet) Wall (Building Tower) Sign;
 - One 26.0' x 3.67' (95.33 square feet) Wall ("bp connect") Sign;

- Two 3.0' x 3.0" (9 square feet per sign, 18 square feet total) Gasoline Canopy Signs;
- One 9.0' x 3.0' (27 square feet) Wall ("Wild Bean Café") Sign;
- One 2.0' x 2.0' (4 square feet) Wall (Rear Entrance) Sign.

(2) Section 12.13-3 entitled "PARKING REQUIREMENTS" shall be modified for the north side of the parking lot/paved maneuvering area and the following regulation shall apply:

(a) The north parking lot/paved maneuvering area, adjacent to 104th Street (STH 165), shall have a minimum setback of **15 feet** (as measured from the north property line to the back-of-curb) from the north property line to facilitate on-site vehicular traffic circulation.

(3) Section 12.22-4(g)5. entitled "Setbacks" shall be modified for the rear yard setback of the 4,200 square foot BP-Amoco convenience store structure and the following regulation shall apply:

(a) The 4,200 square foot BP-Amoco convenience store structure shall have a rear yard setback of **13 feet**, as measured from the closest point of the building foundation to the rear (east) property line.

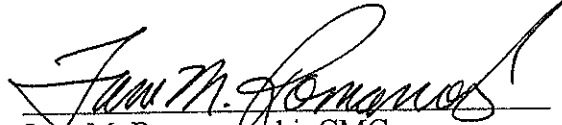
ii. Amendments

- (1) The PUD regulations for the BP-Amoco (re)development may be amended pursuant to Section 12.02-11 of the Zoning Ordinance.
- (2) An application for an amendment to this PUD shall be filed by the owner(s) of said property(ies).

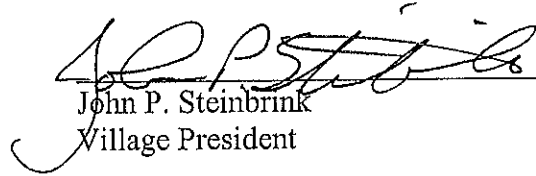
Adopted this 2nd day of July 2001.

VILLAGE OF PLEASANT PRAIRIE

ATTEST:



Jane M. Romanowski, CMC
Village Clerk



John P. Steinbrink
Village President

Posted: 7/5/01
Effective Date: 7/5/01

AFFIDAVIT OF POSTING

STATE OF WISCONSIN)
: SS
COUNTY OF KENOSHA)

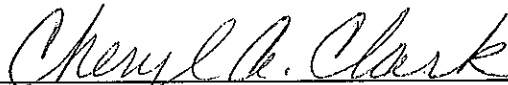
I, CHERYL A. CLARK, of the Village of Pleasant Prairie, Kenosha County, Wisconsin, do hereby certify on July 5, 2001, I posted Ordinance No. 01-32 an "Ordinance to Amend Section 12.26-4 of the Village of Pleasant Prairie Zoning Ordinances Relating to BP-Amoco PUD" a copy of which is attached hereto and made a part hereof, in the following three public places, all located within the Village of Pleasant Prairie, Kenosha County, Wisconsin:

One at Pleasant Prairie Village Hall
9915 39th Avenue - Pleasant Prairie, WI

One at the Roger Prange Municipal Center
8600 Green Bay Road - Pleasant Prairie, WI

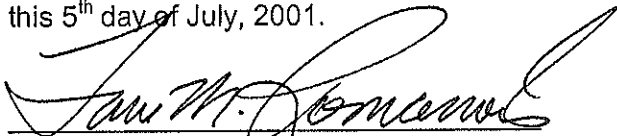
One at the Pleasant Prairie Fire Station No. 2
8044 - 88th Avenue - Pleasant Prairie, WI

Dated this 5th day of July, 2001.

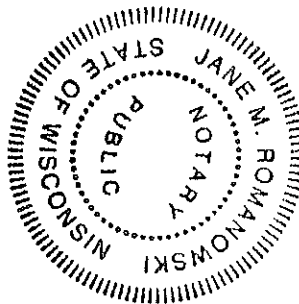


Cheryl A. Clark
Village of Pleasant Prairie

Subscribed and sworn to before me
this 5th day of July, 2001.



Notary Public - Kenosha Co., WI
My Commission Expires 7/14/02



I hereby certify that the adjacent photograph has been compared with the record on file in this office and is a true copy thereof. I have hereunto affixed my official seal

8/30/01

RECIPROCAL ACCESS EASEMENT 20
Title of Document

Document Number

Louise I. Principe
Louise I. Principe, Register of Deeds
Kenosha County, Wisconsin

RECIPROCAL ACCESS EASEMENTS

THIS RECIPROCAL ACCESS EASEMENT ("Agreement") is declared this 10 day of August, 2001 by OMA, LLC, a Wisconsin limited liability company, ("OMA, LLC") which owns Parcel 15 ("Parcel "15") of Certified Survey Map No. 1489 being a division of Parcel 7 of Certified Survey Map No. 1362, recorded in Volume 1456 Pages 153-157 of the certified survey map records of the Kenosha County Register of Deeds, as Document No. 872365 (the "CSM") and by Amoco Oil Company, a Maryland corporation ("Amoco") which owns Parcel 14 ("Parcel 14") of the CSM. (Parcel 14 and Parcel 15 together with any lots created by the further subdivision of such Parcels collectively hereinafter referred to as the "Parcels" and individually each a "Parcel"). A copy of the CSM is attached hereto as Exhibit A.

Name and Return Address

Dennis J. McNally
McNally, Maloney & Peterson, S.C.
2600 N. Mayfair Road, Suite 1080
Milwaukee, WI 53226

44-

WITNESSETH:

92-4-122-302-0130
(Parcel Identification Number)

WHEREAS, Parcel 14 is adjacent to and immediately west of Parcel 15 on the CSM; and

WHEREAS, the Amoco Conceptual Site Plan ("Site Plan"), a copy of which is attached hereto as Exhibit "B" and made a part hereof, shows certain Cross-Access Easements for Parcel 14 across Parcel 15 and for Parcel 15 across Parcel 14 (collectively the "Cross-Access Easements"); and

WHEREAS, the Site Plan also shows two (2) sidewalk accesses for Parcel 14 across Parcel 15 and for Parcel 15 across Parcel 14 (collectively the "Sidewalk Easements"); and

WHEREAS, OMA, LLC and Amoco desire to grant the Sidewalk Easements and the Cross-Access Easements across Parcel 14 and across Parcel 15 to further the efficient and convenient use of each of Parcel 14 and Parcel 15;

NOW THEREFORE, OMA, LLC and Amoco hereby declare on behalf of themselves and their successors and assigns as owners of the Parcels as follows:

159334

DOCUMENT NUMBER
1232401

RECORDED
At Kenosha County, Kenosha, WI
Louise I. Principe, Register of Deeds
on 8/22/2001 at 11:53AM
1804458 \$44.00
REGDEED2
JMK

1. GRANT OF CROSS-ACCESS EASEMENT AND SIDEWALK EASEMENTS.

A. Except as otherwise specifically provided herein, OMA, LLC hereby further establishes permanent nonexclusive easements over the portions of the areas designated on the Site Plan as Sidewalk Easements Numbers 2 and 4 and as Cross Access Easement Number 2 for Parcel 14 which are located on Parcel 15 (the "Parcel 15 Sidewalk Easements and Cross-Access Easement Areas") for the benefit of Parcel 14. The purpose of the Cross-Access Easement and Sidewalk Easements for Parcels 14 are to provide free rights-of-way of vehicular and pedestrian ingress and egress over such easement areas located on Parcel 15 for the benefit of Parcel 14 and for free ingress and egress between Parcels 14 and 15 and to the Frontage Road. These easements shall run with the land, appurtenant to and for the benefit of Parcel 14 and burdening Parcel 15.

B. Except as otherwise specifically provided herein, Amoco hereby establishes permanent nonexclusive easements over the portions of the areas designed on the Site Plan as Sidewalk Easements Numbers 1 and 3 and as Cross Access Easement Number 1 for Parcel 15 which are located on Parcel 14 (the "Parcel 14 Sidewalk Easements and the Cross-Access Easement Areas") for the benefit of Parcel 15. The purpose of the Cross-Access Easement and the Sidewalk Easements for Parcel 15 are to provide free rights-of-way of vehicular and pedestrian ingress and egress over such easement areas located on Parcel 14 for the benefit of Parcel 15 and for free ingress and egress between Parcels 14 and 15 and to the Frontage Road. These easements shall run with the land, appurtenant to and for the benefit of Parcel 15 and burdening Parcel 14.

2. USE OF EASEMENT AREAS. The use of the Parcel 14 Sidewalk Easements and the Cross-Access Easement Areas and the Parcel 15 Sidewalk Easements and the Cross-Access Easement Areas (collectively hereinafter referred to as the "Cross-Access and Sidewalk Easement Areas" or individually as the "Cross-Access Easement Areas" or the "Sidewalk Easement Areas") shall be limited to vehicular and pedestrian travel. There shall be no parking or storage of vehicles or other property within the Cross-Access Easement Areas. Neither Parcel owner shall obstruct or in any way materially interfere with the other Parcel owner's lawful use of the Cross-Access Easement Areas, except during construction of improvements on any parcel.

3. MAINTENANCE OF EASEMENT AREAS. The owner of Parcel 14 and the owner of Parcel 15 shall at all times keep the sidewalks and private driveways located on the Cross-Access Easement Areas and/or the Sidewalk Easement Areas located on its own Parcels in good, usable condition and repair, including, but not limited to, snow plowing, trash and dirt removal, repairing, maintaining, replacing and rebuilding the sidewalks and/or the private driveways as may be necessary. However, in the event that maintenance, repair, replacement or rebuilding of the said sidewalks and/or private driveways are required because of the use by the owner, employees or agents of the owner of such Parcel or Parcels which causes damage to the sidewalks and/or private driveway in excess of ordinary wear and tear, the owner of that Parcel or Parcels shall be solely responsible for such maintenance, repair, replacement or rebuilding and the prompt payment for such required work. The condition of the sidewalks and/or the private driveways shall be maintained in a condition customarily maintained for sidewalks and private

driveways of a similar nature. The parties shall promptly make any repairs or replacements ordered by a competent authority having jurisdiction over the respective Parcels.

4. **INSURANCE AND INDEMNIFICATION.** Except as otherwise specifically provided herein, the owner of each Parcel will maintain or cause to be maintained in full force and effect a Commercial General Liability Insurance Policy covering the Cross-Access and Sidewalk Easement Areas located on its Parcel(s) with a combined single limit of liability of not less than One Million Dollars (\$1,000,000.00) for bodily injury to or personal injury or death of any person and consequential damages arising therefrom, and for property damage arising out of any one occurrence. To the extent such Parcel owner is not self-insured, each Parcel owner shall list the name of the other Parcel owner as a "named insured" under its respective insurance coverage as required herein, as its interest may appear.

Amoco shall be self-insured under this Agreement and hereby assumes the risk of loss for property, general liability and fire with extended coverage endorsement exposures with respect to its use and occupancy of the Cross-Access and Sidewalk Easement Areas, including those for which Amoco may be contractually liable under this Agreement. Losses for which Amoco is liable under this Agreement are covered by the significant financial resources of the BP Amoco group, of which Amoco is a part and are self-administered. Amoco agrees that it will defend OMA, LLC with respect to any litigation against it arising under this Agreement to the same extent OMA, LLC would be covered as an additional insured if Amoco had procured third party liability insurance, provided, however, Amoco shall not be liable for OMA, LLC's negligent or willful acts or omissions, or that of its members, contractors, licensees, concessionaires, agents, representatives or employees.

The owner of each Parcel covenants to defend (by counsel reasonably satisfactory to the party being defended), protect, indemnify and hold harmless the owner of the other Parcel or Parcels and its respective shareholders, directors, officers, members, agents, representatives, licensees, concessionaires, contractors and employees from and against all claims, including any action or proceeding brought thereon, and all costs, losses, expenses and liabilities (including reasonable attorneys' fees and cost of suit) asserted or insured (whether or not required insurance is obtained) in connection with or arising as a result of the death of, or any injury, loss or damage whatsoever to any person, or to the property of any person, as shall occur due to the performance or failure to perform by the owner of such Parcel or Parcels of its duties or obligations under this Agreement with respect to the maintenance and operation of the Cross-Access and Sidewalk Easement Areas located on its Parcel or Parcels, except for claims to the extent cause by the negligence or by the willful act or omission of the indemnified party or its directors, officers, members, contractors, licensees, concessionaires, agents, representatives or employees.

5. **NO PUBLIC RIGHTS.** This Agreement does not create any rights of the public except as may be specifically set forth herein and shall not be construed as creating any right of public use within the Cross-Access and Sidewalk Easement Areas, including that of street or thoroughway purposes.

6. **BINDING EFFECT.** This Agreement is intended by OMA, LLC and Amoco to be a covenant running with the Parcels and shall bind and burden the Parcels, OMA, LLC, Amoco and their respective successors and assigns in interest and all successor owners of the Parcels.

7. **APPLICABLE LAW.** Each of the parties to this Agreement hereby consents to the personal jurisdiction of the courts of the State of Wisconsin located in Kenosha County, Wisconsin, and agrees not to contest such personal jurisdiction nor the proper venue in such courts of any litigation relating to disputes arising under the terms of this Agreement.

8. **AMENDMENT.** This Agreement may not be amended, modified, terminated, or released without the written consent of all the owners of the Parcels or their successors in interest. Any amendment, modification, termination or release of this Agreement shall not be effective until it is recorded with the Kenosha County Register of Deed's office.

9. **INCORPORATION OF RECITALS.** The foregoing recitals to the Agreement are true, correct, and incorporated in their entirety herein by this reference.

10. **NO DRAFTING PRESUMPTION.** This Agreement has been drafted as a joint effort between the parties after lengthy negotiations, consultations, and approval as to form. Accordingly, neither of the parties may hereafter be entitled to a presumption that any portion of this Easement should be construed either for or against a particular party or contend that this Agreement was drafted by a particular party.

11. **ATTORNEYS' FEES.** In connection with any litigation arising out of or relating to this Agreement, the prevailing party shall be entitled to recover all reasonable costs and expenses incurred, including reasonable attorneys' fees. Except as expressly provided herein, said costs, expenses, and attorneys' fees shall not be prorated between successful and unsuccessful claims but shall be awarded in full to the prevailing party. For purposes of this subsection, "prevailing party" shall mean that party who obtains any of the relief requested on any one or more claims, counterclaims, or cross-claims. If more than one party obtains relief on any one or more of their respective claims, counterclaims, or cross-claims, then costs, expenses, and attorneys' fees provided for herein shall be awarded to each party only to the extent they relate to each party's successful claim(s).

12. **NOTICE.** Any request, demand or other notice required or permitted to be given under this Agreement shall be in writing and may be, and shall be deemed, given and sent, if mailed, two (2) days after the date when deposited in the United States mail, certified mail, return receipt requested, postage prepaid, or by overnight courier service, telecopy, telegraph or telex when delivered to the appropriate office for transmission, charges prepaid, or by telecopy when received, addressed:

If to Amoco:

Marcelo Ariola, Esq.
Real Estate Manager
28100 Torch Parkway
Warrenville, Illinois 60555
Fax: (630) 836-6381

With a copies to:

Richard L. Williams, Esq.
BP Amoco Corporation
Mid-Continent Business Unit
28100 Torch Parkway, Suite 300
Warrenville, Illinois 60555-4015
Fax: (630) 836-6381

and

Jeffrey L. Abraham, Esq.
Michael Best & Friedrich LLP
100 East Wisconsin Avenue
Milwaukee, WI 53202
Fax: (414) 277-0656

If to OMA, LLC:

Edward Rich
Managing Member
OMA, LLC
3270 East Carrolton Drive
Oak Creek, Wisconsin 53154
Fax: (262) 857-6995

With a copy to:

Dennis J. McNally
McNally, Maloney & Peterson, S.C.
2600 North Mayfair Road, Suite 1080
Milwaukee, WI 53226
Fax: (414) 257-3223

All parties shall acknowledge in writing the receipt of any notice delivered in person. Either party may change its address as set forth above by written notice to the other party as provided herein.

14. AUTHORITY TO ENTER INTO AGREEMENT. The individuals executing this Agreement on behalf of the parties herein represent and warrant that they have the authority to execute this Agreement; said representation and warranty shall survive the execution of this Agreement. The undersigned further state that they have carefully read the foregoing Agreement and know the contents thereof and sign their names of their own free will.

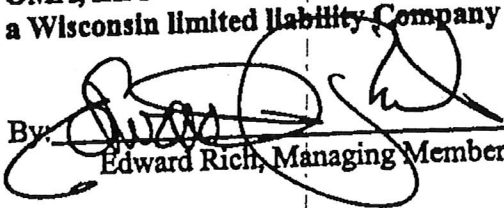
15. TITLES AND HEADINGS. Titles and headings of sections of this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement.

16. EFFECTIVE DATE OF AGREEMENT. This Agreement shall be effective upon the signature of this Agreement by the representatives of each party. However, the use of the Cross-Access Easements shall be suspended from the time that Amoco commences demolition for its 2001 construction of a new Amoco facility on Parcel 14 and the Cross Access Easements shall again be subject to use upon the issuance by the Village of Pleasant Prairie to Amoco of a permanent certificate of occupancy. Amoco shall notify Culver's of its receipt of the certificate of occupancy.

17. SEVERABILITY. Each section, subsection and paragraph of this Agreement shall be considered separable and if, for any reason, any section, subsection or paragraph herein is determined to be invalid and contrary to any existing or future laws, such invalidity shall not impair or affect those portions of this Agreement which are valid.

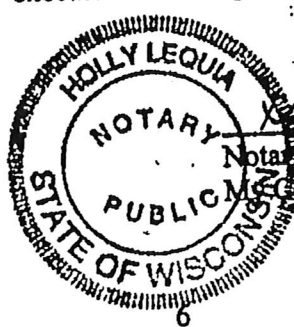
IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

OMA, LLC
a Wisconsin limited liability Company

By: 
Edward Rich, Managing Member

STATE OF WISCONSIN)
) SS
COUNTY OF KENOSHA)

Personally came before me this 15 day of August, 2001, the above named Edward Rich, who acknowledged himself to be Managing Member of OMA, LLC, and to me known to be the person who execute the foregoing instrument, by his authority and acknowledged the same.


Holly Lequia
Notary Public, State of Wisconsin
Commission: 2/2002

Amoco Oil Company, Inc.
a Maryland corporation

By: Richard L. Williams
Title: Attorney in Fact

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

Personally came before me this 9th day of August, 2001, the above named Richard L. Williams, who acknowledged himself to be Attorney in Fact of Amoco Oil Company and to me known to be the person who execute the foregoing instrument, by his authority and acknowledged the same.



Tammy L. Rambow
Notary Public, State of Illinois
My Commission: May 25, 2002

This instrument was drafted by:

Dennis J. McNally
McNally, Maloney & Peterson, S.C.
2600 North Mayfair Road, Suite 1080
Milwaukee, WI 53226-3399
Telephone: 414-257-3399
Fax: 414-257-3223

T:\CLIENTA\014482\0050\A0223813
08/08/01

EXHIBIT A

8 7 2 3 6 5

VOL. 1456 PAGE 153-157

REGISTERED

AUG - 9 2 29 PM '51

RONNA A. DILLMAN
REGISTER-OF-DEEDS

CERTIFIED SURVEY MAP No. 1456
PREPARED BY RICHARD K. WACHNER
REGISTERED PROFESSIONAL SURVEYOR
STATE OF WISCONSIN



UNIT B



NORTHWEST CORNER
SEC. 30-1-22
CONC. MON. WITH
BRASS CAP

NORTH 1/4 CORNER
SEC. 30-1-22
CONC. MON. WITH
BRASS CAP

DISTRICT 1
C.S.M. No. 1456

LINE	BEARING	DISTANCE
1	N 89° 44' 44" E	100.00
2	S 89° 44' 44" W	100.00
3	N 89° 44' 44" E	100.00
4	S 89° 44' 44" W	100.00

- NOTES:**
- INDICATES 1" X 3/4" IRON PIPE WEIGHING 1.13 LBS. PER LINEAL FOOT.
 - INDICATES FOUND AND ACCEPTED 5/8" IRON ROD WITH PLASTIC CAP.

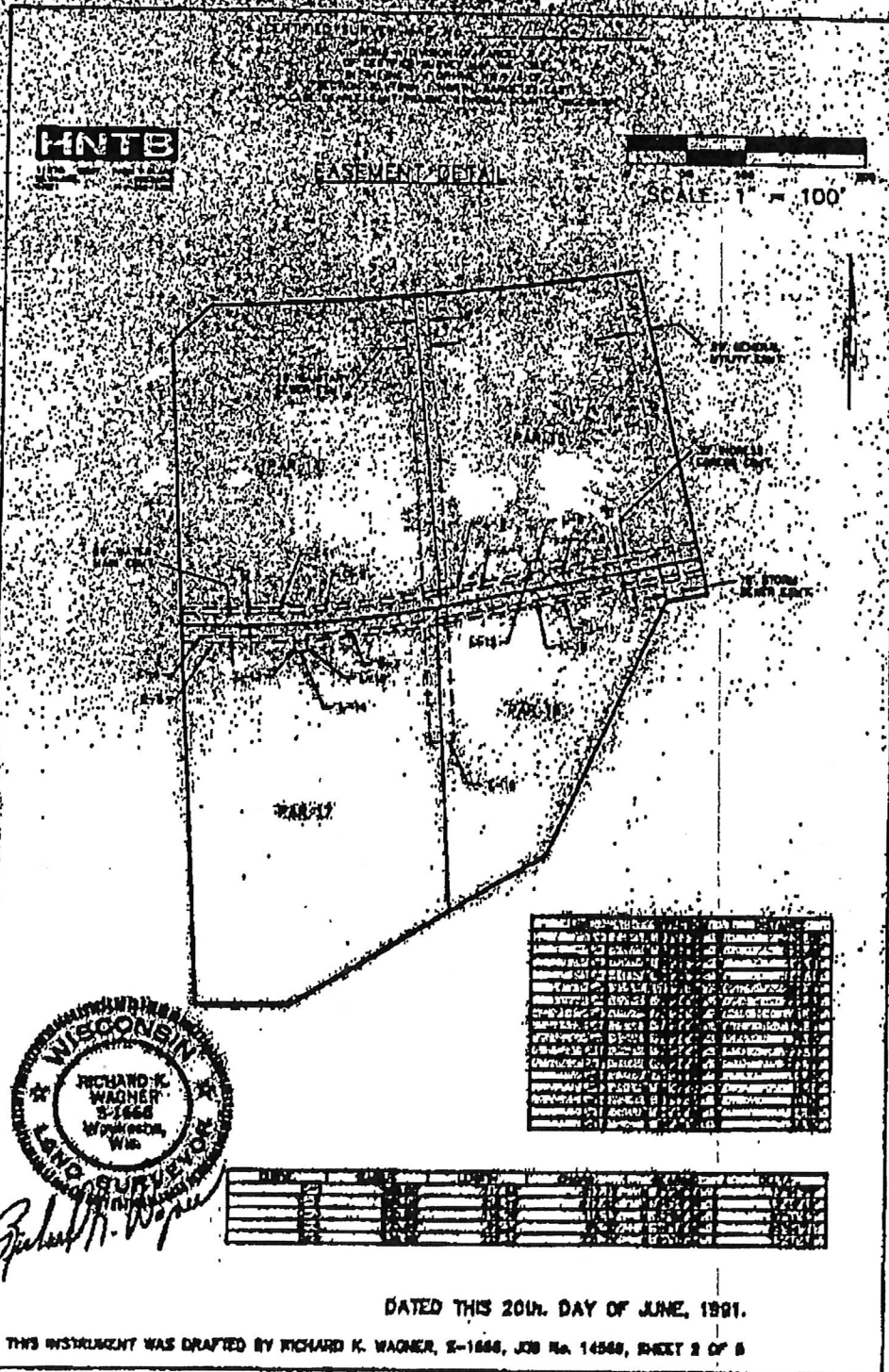
ALL BEARINGS ARE REFERENCED TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE. THE NORTH LINE OF THE NW 1/4 OF SECTION 30-1-22 WAS USED AS N 89° 44' 44" E.



DATED THIS 20th DAY OF JUNE, 1991.

THIS INSTRUMENT WAS DRAFTED BY RICHARD K. WACHNER, S-1888, JOB No. 14566, SHEET 1 OF 6

1-157



1436 155

CERTIFIED SURVEY MAP NO. 1162

Kenosha, Wisconsin
Village of Pleasant Prairie, Kenosha County, Wisconsin

SURVEYOR'S CERTIFICATE

State of Wisconsin

County of Washesh

I, RICHARD K. WAGNER, Registered Land Surveyor, do hereby certify

That I have surveyed, divided and mapped all of Parcel 7 of Certified Survey Map No. 1162, recorded on June 13, 1990, in Volume 1398 of Records, or Pages 497 thru 500, as Document No. 844372, in the Northeast 1/4 of the Northwest 1/4 of Section 30, Town 3 North, Range 22 East, of the Village of Pleasant Prairie, Kenosha County, Wisconsin, bounded and described as follows:

Commencing at the Northwest corner of said Section 30, thence North 89° 41' 44" East along the North line of said Northwest 1/4 Section, 1160.05 feet; thence South 02° 43' 08" East, 121.42 feet to the place of beginning of the following description:

Thence North 44° 33' 10" East, 45.24 feet to a point in the South line of S.T.H. 163 and a point in a curve, thence North 61° 41' along the South line of said highway and the arc of said curve, whose center lies to the North, whose radius is 2939.79 feet and whose chord bears North 84° 16' 05" East, 363.12 feet to the West line of 114th Avenue; thence South 12° 21' 54" East, 290.69 feet; thence South 40° 03' 20" West, 35.00 feet; thence South 23° 32' 21" West, 250.00 feet; thence South 51° 40' 27" West, 250.00 feet; thence South 10° 44' 44" West, 80.00 feet to the East line of 120th Avenue (Pleasant Road); thence North 02° 43' 08" West and along the East line of said 120th Avenue, 382.78 feet to the place of beginning.

Containing in all 5.027 acres of land, more or less.

That I have made such survey, map, divided and map by the direction of WISPAK Corporation, owner of said land.

That such map is a correct representation of all exterior boundaries of the land surveyed and the land division thereof made.

That I have fully complied with the provisions of Chapter 230 of the Wisconsin Statutes and the Village of Pleasant Prairie Subdivision Control Ordinance in surveying, dividing and mapping the same.

Dated this 20th day of June 1991.

Richard K. Wagner, R.L.S.
Registered Land Surveyor, Wisconsin



THIS INSTRUMENT WAS DRAFTED BY RICHARD K. WAGNER, S-1664
JOB NO. 14364

SHEET 1 OF 1

WAGNER/KETZLER

PL 1456 JUNE 15 1997

CERTIFIED SURVEY MAP NO. 1456

PLANNED DEVELOPMENT OF
CANTONMENT OF THE VILLAGE OF PLEASANT FRINGE
TOWNSHIP 30 NORTH RANGE 22 EAST
VILLAGE OF PLEASANT FRINGE, KANOKA COUNTY, WISCONSIN

VILLAGE PLAN COMMISSION APPROVAL

This certified survey map is hereby approved by the Plan Commission of the Village of Pleasant Fringe on this 20th day of June 1997.

Wayne E. K...

Chairman of Village Plan Commission

VILLAGE BOARD APPROVAL

Resolved that this certified survey map being a division of Parcel 7 of C.S.L. No. 1362 in the NE 1/4 of the NW 1/4 of Section 30, Town 30 North, Range 22 East, in the Village of Pleasant Fringe, Kanokas County, Wisconsin, having been approved by the Plan Commission being the same is hereby approved by the Village Board of Trustees of the Village of Pleasant Fringe on this 20th day of June 1997.

John A. ...

Village President

ATTEST

Donna L. ...

Village Clerk

DATED THIS 20TH DAY OF JUNE 1997



Richard K. Wagner

THIS INSTRUMENT WAS DRAFTED BY RICHARD K. WAGNER, S-1456
JOB NO. 14566

SHEET 2 OF 2

WWW.KENDOSH.COM

EXHIBIT B

EXHIBIT



10614 STREET

11414 AVENUE

12014 AVENUE
(FRONTAGE ROAD)

PARCEL 15

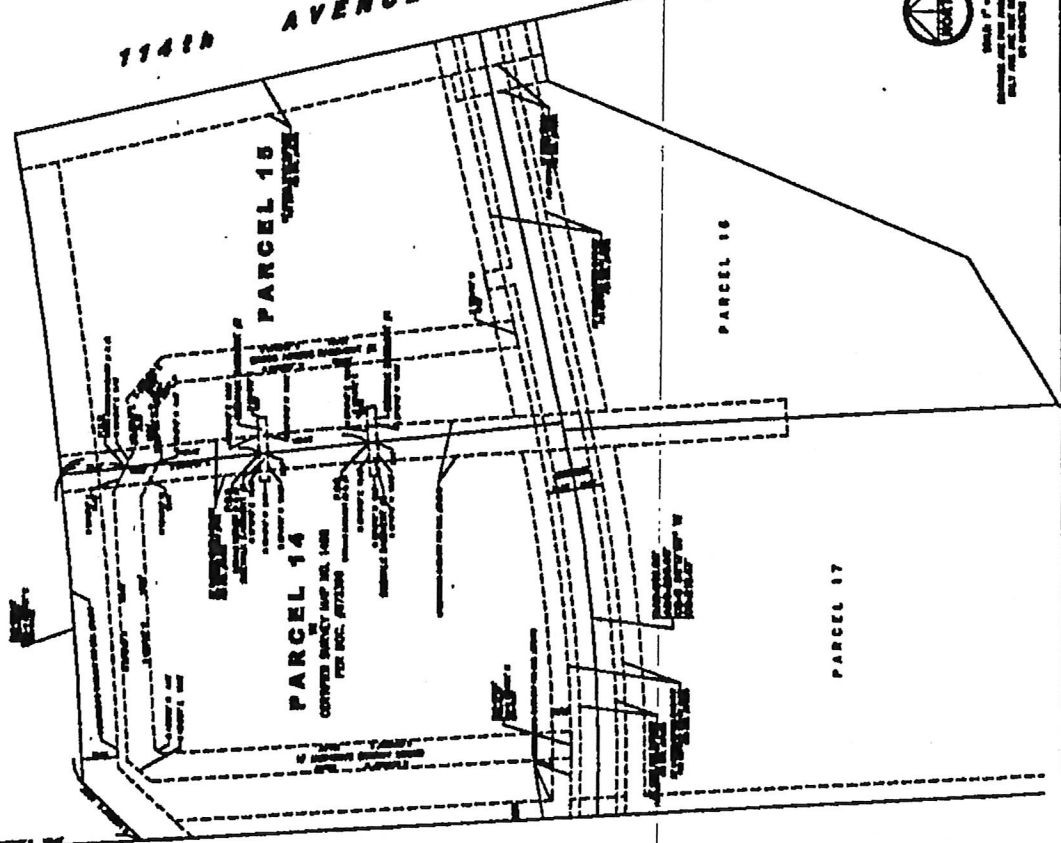
PARCEL 14

PARCEL 16

PARCEL 17



Scale 1" = 20'
NORTH ARROW IS NOT
TO BE USED TO DETERMINE
OR VERIFY BOUNDARIES



W-T LAND SURVEYING, INC.

LAND AND CONSTRUCTION SURVEYORS
39 E. SCULLY DRIVE SCHAUMBURG, ILLINOIS 60193
(847) 895-3840
FAX (847) 895-1854

CROSS ACCESS EASEMENT #1

THAT PART OF PARCEL 14 IN CERTIFIED SURVEY MAP NUMBER 1489 PER DOCUMENT NO 872385 BEING A DIVISION OF PARCEL 7 OF CERTIFIED SURVEY MAP NO. 1362 IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 22 EAST, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 30; THENCE NORTH 89 DEGREES 44 MINUTES 44 SECONDS EAST ALONG THE NORTH LINE OF SAID SECTION 30, 1169.14 FEET; THENCE SOUTH 02 DEGREES 43 MINUTES 08 SECONDS EAST, 128.42 FEET; THENCE NORTH 44 DEGREES 33 MINUTES 09 SECONDS EAST, 45.74 FEET TO A POINT IN ON THE SOUTH RIGHT OF WAY LINE OF 104TH STREET ALSO BEING A POINT ON A CURVE; THENCE NORTHEASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE ALSO BEING A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 2939.79 FEET AND AN ARC DISTANCE OF 172.00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 14; THENCE SOUTH 05 DEGREES 35 MINUTES 22 SECONDS EAST ALONG THE EAST LINE OF SAID PARCEL 14, 35.37 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 05 DEGREES 35 MINUTES 22 SECONDS EAST ALONG SAID LINE, 17.86 FEET; THENCE NORTH 62 DEGREES 43 MINUTES 12 SECONDS WEST, 20.16 FEET; THENCE SOUTH 87 DEGREES 16 MINUTES 48 SECONDS WEST, 139.91 FEET; THENCE SOUTH 42 DEGREES 16 MINUTES 52 SECONDS WEST, 4.52 FEET; THENCE SOUTH 02 DEGREES 43 MINUTES 08 SECONDS EAST, 224.04 FEET TO A POINT ON A CURVE; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 900.00 FEET AND AN ARC DISTANCE OF 15.01 FEET; THENCE NORTH 02 DEGREES 43 MINUTES 08 SECONDS WEST, 229.62 FEET; THENCE NORTH 42 DEGREES 16 MINUTES 52 SECONDS EAST, 16.95 FEET; THENCE NORTH 87 DEGREES 16 MINUTES 48 SECONDS EAST, 150.15 FEET; THENCE SOUTH 62 DEGREES 43 MINUTES 12 SECONDS EAST, 14.48 FEET TO THE POINT OF BEGINNING, CONTAINING 5998.97 SQUARE FEET.

W-T LAND SURVEYING, INC.

LAND AND CONSTRUCTION SURVEYORS
39 E. SCULLY DRIVE SCHAUMBURG, ILLINOIS 60193
(847) 895-3840
FAX (847) 895-1854

CROSS ACCESS EASEMENT #2

THAT PART OF PARCEL 15 IN CERTIFIED SURVEY MAP NUMBER 1489 PER DOCUMENT NO 872365 BEING A DIVISION OF PARCEL 7 OF CERTIFIED SURVEY MAP NO. 1362 IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 22 EAST, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 30; THENCE NORTH 89 DEGREES 44 MINUTES 44 SECONDS EAST ALONG THE NORTH LINE OF SAID SECTION 30, 1169.14 FEET; THENCE SOUTH 02 DEGREES 43 MINUTES 08 SECONDS EAST, 128.42 FEET; THENCE NORTH 44 DEGREES 33 MINUTES 09 SECONDS EAST, 45.74 FEET TO A POINT IN ON THE SOUTH RIGHT OF WAY LINE OF 104th STREET ALSO BEING A POINT ON A CURVE; THENCE NORTHEASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE ALSO BEING A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 2939.79 FEET AND AN ARC DISTANCE OF 172.00 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 15; THENCE SOUTH 05 DEGREES 35 MINUTES 22 SECONDS EAST ALONG THE WEST LINE OF SAID PARCEL 15, 35.37 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 62 DEGREES 43 MINUTES 38 SECONDS EAST, 30.33 FEET; THENCE SOUTH 50 DEGREES 35 MINUTES 22 SECONDS EAST, 30.00 FEET; THENCE SOUTH 05 DEGREES 35 MINUTES 22 SECONDS EAST, 192.23 FEET; THENCE SOUTH 78 DEGREES 24 MINUTES 40 SECONDS WEST, 15.08 FEET; THENCE NORTH 05 DEGREES 35 MINUTES 22 SECONDS WEST, 187.66 FEET; THENCE NORTH 50 DEGREES 35 MINUTES 22 SECONDS WEST, 17.57 FEET; THENCE SOUTH 84 DEGREES 24 MINUTES 38 SECONDS WEST, 28.54 FEET; THENCE NORTH 62 DEGREES 43 MINUTES 12 SECONDS WEST, 4.13 FEET TO A POINT ON THE WEST LINE OF SAID PARCEL 15; THENCE NORTH 05 DEGREES 35 MINUTES 22 SECONDS WEST ALONG SAID WEST LINE, 17.88 FEET TO THE POINT OF BEGINNING, CONTAINING 3748.45 SQUARE FEET.

W-T LAND SURVEYING, INC.

LAND AND CONSTRUCTION SURVEYORS
39 E. SCULLY DRIVE SCHAUMBURG, ILLINOIS 60193
(847) 895-3840
FAX (847) 895-1854

SIDEWALK EASEMENT #1

THAT PART OF PARCEL 14 IN CERTIFIED SURVEY MAP NUMBER 1489 PER DOCUMENT NO 872385 BEING A DIVISION OF PARCEL 7 OF CERTIFIED SURVEY MAP NO. 1362 IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 22 EAST, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 30; THENCE NORTH 89 DEGREES 44 MINUTES 44 SECONDS EAST ALONG THE NORTH LINE OF SAID SECTION 30, 1169.14 FEET; THENCE SOUTH 02 DEGREES 43 MINUTES 08 SECONDS EAST, 128.42 FEET; THENCE NORTH 44 DEGREES 33 MINUTES 09 SECONDS EAST, 45.74 FEET TO A POINT IN ON THE SOUTH RIGHT OF WAY LINE OF 104th STREET ALSO BEING A POINT ON A CURVE; THENCE NORTHEASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE ALSO BEING A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 2939.79 FEET AND AN ARC DISTANCE OF 172.00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 14; THENCE SOUTH 05 DEGREES 35 MINUTES 22 SECONDS EAST ALONG THE EAST LINE OF SAID PARCEL 14, 108.40 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 05 DEGREES 35 MINUTES 22 SECONDS EAST ALONG SAID LINE, 5.01 FEET; THENCE SOUTH 87 DEGREES 16 MINUTES 48 SECONDS WEST, 15.68 FEET; THENCE NORTH 02 DEGREES 43 MINUTES 12 SECONDS WEST, 5.00 FEET; THENCE NORTH 87 DEGREES 16 MINUTES 48 SECONDS EAST, 15.43 FEET TO THE POINT OF BEGINNING, CONTAINING 77.79 SQUARE FEET.

W-T LAND SURVEYING, INC.

LAND AND CONSTRUCTION SURVEYORS
39 E. SCULLY DRIVE SCHAUMBURG, ILLINOIS 60193
(847) 895-3640
FAX (847) 895-1854

SIDEWALK EASEMENT #2

THAT PART OF PARCEL 15 IN CERTIFIED SURVEY MAP NUMBER 1489 PER DOCUMENT NO 872365 BEING A DIVISION OF PARCEL 7 OF CERTIFIED SURVEY MAP NO. 1362 IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 22 EAST, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 30; THENCE NORTH 89 DEGREES 44 MINUTES 44 SECONDS EAST ALONG THE NORTH LINE OF SAID SECTION 30, 1169.14 FEET; THENCE SOUTH 02 DEGREES 43 MINUTES 08 SECONDS EAST, 128.42 FEET; THENCE NORTH 44 DEGREES 33 MINUTES 09 SECONDS EAST, 45.74 FEET TO A POINT IN ON THE SOUTH RIGHT OF WAY LINE OF 104th STREET ALSO BEING A POINT ON A CURVE; THENCE NORTHEASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE ALSO BEING A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 2939.79 FEET AND AN ARC DISTANCE OF 172.00 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 15; THENCE SOUTH 05 DEGREES 35 MINUTES 22 SECONDS EAST ALONG THE WEST LINE OF SAID PARCEL 15, 108.40 FEET TO THE POINT OF BEGINNING; THENCE NORTH 87 DEGREES 16 MINUTES 48 SECONDS EAST, 19.96 FEET; THENCE SOUTH 02 DEGREES 43 MINUTES 12 SECONDS EAST, 5.00 FEET; THENCE SOUTH 87 DEGREES 16 MINUTES 48 SECONDS WEST, 19.96 FEET TO A POINT ON THE WEST LINE OF SAID PARCEL 15; THENCE NORTH 05 DEGREES 35 MINUTES 22 SECONDS WEST ALONG SAID LINE, 5.01 FEET TO THE POINT OF BEGINNING, CONTAINING 99.82 SQUARE FEET.

W-T LAND SURVEYING, INC.

LAND AND CONSTRUCTION SURVEYORS
39 E. SCULLY DRIVE SCHAUMBURG, ILLINOIS 60193
(847) 895-3840
FAX (847) 895-1854

SIDEWALK EASEMENT #3

THAT PART OF PARCEL 14 IN CERTIFIED SURVEY MAP NUMBER 1489 PER DOCUMENT NO 872365 BEING A DIVISION OF PARCEL 7 OF CERTIFIED SURVEY MAP NO. 1362 IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 22 EAST, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 30; THENCE NORTH 89 DEGREES 44 MINUTES 44 SECONDS EAST ALONG THE NORTH LINE OF SAID SECTION 30, 1169.14 FEET; THENCE SOUTH 02 DEGREES 43 MINUTES 08 SECONDS EAST, 128.42 FEET; THENCE NORTH 44 DEGREES 33 MINUTES 09 SECONDS EAST, 45.74 FEET TO A POINT IN ON THE SOUTH RIGHT OF WAY LINE OF 104th STREET ALSO BEING A POINT ON A CURVE; THENCE NORTHEASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE ALSO BEING A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 2939.79 FEET AND AN ARC DISTANCE OF 172.00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 14; THENCE SOUTH 05 DEGREES 35 MINUTES 22 SECONDS EAST ALONG THE EAST LINE OF SAID PARCEL 14, 168.65 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 05 DEGREES 35 MINUTES 22 SECONDS EAST ALONG SAID LINE, 5.01 FEET; THENCE SOUTH 87 DEGREES 16 MINUTES 48 SECONDS WEST, 18.70 FEET; THENCE NORTH 02 DEGREES 43 MINUTES 12 SECONDS WEST, 5.00 FEET; THENCE NORTH 87 DEGREES 16 MINUTES 48 SECONDS EAST, 18.45 FEET TO THE POINT OF BEGINNING, CONTAINING 92.87 SQUARE FEET.

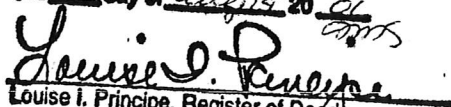
W-T LAND SURVEYING, INC.

LAND AND CONSTRUCTION SURVEYORS
39 E. SCULLY DRIVE SCHAUMBURG, ILLINOIS 60193
(847) 895-3840
FAX (847) 895-1854

SIDEWALK EASEMENT #4

THAT PART OF PARCEL 15 IN CERTIFIED SURVEY MAP NUMBER 1489 PER DOCUMENT NO 872365 BEING A DIVISION OF PARCEL 7 OF CERTIFIED SURVEY MAP NO. 1362 IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 22 EAST, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 30; THENCE NORTH 89 DEGREES 44 MINUTES 44 SECONDS EAST ALONG THE NORTH LINE OF SAID SECTION 30, 1169.14 FEET; THENCE SOUTH 02 DEGREES 43 MINUTES 08 SECONDS EAST, 128.42 FEET; THENCE NORTH 44 DEGREES 33 MINUTES 09 SECONDS EAST, 45.74 FEET TO A POINT IN ON THE SOUTH RIGHT OF WAY LINE OF 104th STREET ALSO BEING A POINT ON A CURVE; THENCE NORTHEASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE ALSO BEING A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 2939.79 FEET AND AN ARC DISTANCE OF 172.00 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 15; THENCE SOUTH 05 DEGREES 35 MINUTES 22 SECONDS EAST ALONG THE WEST LINE OF SAID PARCEL 15, 168.65 FEET TO THE POINT OF BEGINNING; THENCE NORTH 87 DEGREES 16 MINUTES 48 SECONDS EAST, 19.96 FEET; THENCE SOUTH 02 DEGREES 43 MINUTES 12 SECONDS EAST, 5.00 FEET; THENCE SOUTH 87 DEGREES 16 MINUTES 48 SECONDS WEST, 19.96 FEET TO A POINT ON THE WEST LINE OF SAID PARCEL 15; THENCE NORTH 05 DEGREES 35 MINUTES 22 SECONDS WEST ALONG SAID LINE, 5.01 FEET TO THE POINT OF BEGINNING, CONTAINING 99.82 SQUARE FEET.

I hereby certify that the adjacent
photograph has been compared
with the record on file in this office
and is a true copy thereof. I have
hereunto affixed my official seal
this 30 day of August, 2001


Louise I. Principe, Register of Deeds
Kenosha County, Wisconsin



COPY



DOCUMENT NUMBER

1356127

RECORDED
At Kenosha County, Kenosha, WI 53140
Louise I. Principe, Register of Deeds
on 10/07/2003 at 7:07AM
30064787 \$19.00

REC'D

HAPP

**VILLAGE OF PLEASANT PRAIRIE
CONDITIONAL USE GRANT NO. 03-13**

Before the Village of Pleasant Prairie Plan Commission,
Kenosha County, Wisconsin, in regard to the property
located at 10477 120th Avenue.

Return to:
Village of Pleasant Prairie
9915 39th Avenue
Pleasant Prairie, WI 53158

Tax Parcel Number:
92-4-122-302-0130-0

19

Legal Description:

Lot "14" of Certified Survey Map No. 1489, f/k/a a part of Certified Survey Map No. 1362, located in a part of the Northeast One-Quarter of the Northwest One-Quarter of Section 30, Township 1 North, Range 22 East of the Fourth Principal Meridian, located in the Village of Pleasant Prairie, County of Kenosha, State of Wisconsin.

WHEREAS, the Zoning Code and Zoning District Map of the Village of Pleasant Prairie, pursuant to State Statute, provides that the premises may not be used of right for the purpose hereinafter described but that upon petition such use may be approved by the Village of Pleasant Prairie as a Conditional Use in particular circumstances as defined by the standards in the Zoning Ordinance; and

WHEREAS, such petition having been made on behalf of the property owner, Amoco Oil Company, for a 203 square foot restroom addition to the existing bp connect gasoline station/convenience store located at 10477 120th Avenue in the LakeView Corporate Park, and public hearing held thereon, and the Village Plan Commission having determined that by reason of the particular nature, character and circumstances of the proposed use, and of the specific and contemporary conditions, grant of such use upon the terms and conditions hereinafter prescribed would be consistent with the requirements of the Zoning Ordinance. Specifically, based upon the information presented at the public hearing the project meets the following standards for granting a Conditional Use Permit including Site and Operational Plan for the specified project in that the project:

- does not impede the traffic patterns on the site or cause traffic congestion or traffic circulation problems and the traffic patterns on the site do not hinder, harm or distract the provisions of public services;
- does not impair an adequate supply of light and air to the adjacent properties;
- does not increase danger of fire, in so far as the danger of fire does not exceed the capabilities of the Village Fire and Rescue Department as shown in the Fire and Rescue Department comments dated July 25, 2003;
- does not create storm water flooding or drainage, create obnoxious odors, problems or otherwise endanger the public health, safety or welfare;
- has no existing identified hazard, danger, harm, noxiousness, offensiveness, nuisance or other adversity or inconsistency that would endanger the public's health, safety or welfare related to the proposed use;



- the proposed and applied for use on this particular parcel is not inherently inconsistent with either the B-4 (PUD), Freeway Service Business District in which it is located or the surrounding business, industrial and institutional zoned districts and surrounding neighborhood; and
- the proposed and applied for use will comply with all applicable Village ordinance requirements and all other applicable Federal, State or local requirements relating to land use, buildings, development control, land division, environmental protection, sewer service, water service, storm water management, streets and highways and fire protection.

NOW THEREFORE, a Conditional Use Permit and including Site and Operational Plan approval is granted, subject to compliance with the terms and conditions hereinafter stated for a 203 square foot restroom addition to the existing bp connect gasoline station/convenience store located at 10477 120th Avenue in the LakeView Corporate Park, subject to:

1. Continued compliance with the following (as on file with the Village):
 - Zoning Text Amendment (Ordinance #01-32), creating the BP-AMOCO PUD (Planned Unit Development).
 - Year 2001 Site & Operational Plans for the redevelopment/reconstruction and operation of a 24-hour gasoline station and convenience store as the current bp connect (f/k/a Amoco).
2. Compliance with the Village Fire & Rescue Chief's comments dated July 25, 2003, as on file with the Village.
3. All exterior building colors and building materials of the addition shall match the exterior building colors and building materials of the existing structure. Some of the notes/details on Plan Sheets SB02 A.2.1 and SB02 A.2.2 are incorrect, or need to be adjusted:

Specifically, the following changes shall be made to these Plan Sheets:

- The note under the Exterior Finish table AL-1 stating "FINISH TO MATCH BRICK AS CLOSE AS POSSIBLE" shall instead read "FINISH SHALL MATCH THE BRICK ON THE EXISTING PORTION OF THE BP CONNECT STRUCTURE". Given the recent construction of the convenience store structure, it should not be difficult to find the exact same brick for the building addition.
 - The Split Face C.M.U. at the base of the restroom addition (Exterior Finish CMU-1) shall be the identical material and color as the existing Split Face C.M.U. at the base of the existing convenience store. The Split Face C.M.U. on the addition shall **not** have "Field Applied Color to Match" as noted in the Exterior Paints note C-09. The Split Face C.M.U. at the base of the restroom shall be of its natural color and shall not be painted.
 - The prefabricated continuous nailable roof ridge (#7 key) that currently exists on top of the northern brick wall (above the Wild Bean Café wall sign) shall indicate that the color is C-09, rather than the color C-06.
4. Other modifications to the plans shall be made as follows.
 - There is an unscreened rooftop vent/mechanical unit on the north side of the roof that is not depicted on the plan sets. All rooftop vents/mechanical units shall be sufficiently screened. This issue needs to be discussed and addressed.
 - Pursuant to Conditional Use Grant No. 01-11, there is to be no outside storage on this site. There is an ice machine located on the south side of the building, which needs to be permanently removed from the site. Ice can be sold from inside the convenience store.

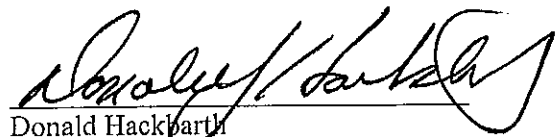
- All galvanized downspouts, including the new galvanized downspout on the addition, shall be metal encased to be identical to the existing downspouts.
 - The existing damaged downspout metal encasement on the downspout located at the southeast corner of the building is dented/damaged and shall be repaired.
 - Concrete sidewalk shall be extended southwards, along the west side of the restroom addition and through the landscaped peninsula, to the parking lot.
 - The grass in the landscaped peninsula adjacent to the restroom addition shall be repaired.
5. All required exit and emergency lighting, toilet room facilities, and exit doors will be required to be operational at the time of occupancy.
 6. The selection, location, installation and maintenance, of fire extinguishers, fire suppression and/or detection devices, and/or fire alarms require Fire and Rescue approval. Contact the Pleasant Prairie Fire & Rescue Department at 262-694-8027.
 7. Comm 52.24 requires a separate room or designated space, within or adjacent to the building, for the separation, temporary storage and collection of recyclables.
 8. International symbols for barrier-free environments will be required at the front door and toilet room doors.
 9. The Pleasant Prairie Fire & Rescue Department requires that exit and emergency lighting be on easily identifiable local lighting circuit(s), separate circuit(s) or other pre-approved circuit(s), so that when tested will not cause disruption or inconvenience.
 10. Comm 52.21 requires that all passageways to and from the exits shall be kept in good repair and unobstructed at all times.
 11. **Building and Electrical and Plumbing permits must be issued prior to beginning work.**
 12. **This project can be reviewed by the Village through a Certified Municipal Review.**
 13. A final inspection shall be conducted by the Village Building Inspector and Fire & Rescue Department prior to occupancy of the building.
 14. Any required electrical work will require a permit to be issued by the Village to a Village licensed electrical contractor.
 15. No changes to the exterior site shall be made without the Village's approval. In addition, any addition, alteration, extension, expansion or other proposed change in the approved operation shall be subject to the Village's Conditional Use procedures as if such use were being established anew.
 16. Construction and operation of the use granted shall be in strict conformity to the approved plans filed in connection with the petition for this permit. Violations of these conditions may result in the revocation of the conditional use permit or zoning violation prosecution, or both.
 17. **Prior to commencing work and prior to occupancy, a Commercial Building/Occupancy Permit shall be applied for, the proper permit fees paid, and approved by the Village. Permits and a Certificate of Compliance shall be issued by the Village prior to operation of this facility to ensure compliance with permit requirements.**
 18. All plans shall conform to applicable Village ordinance requirements, and to all other applicable local, state and federal requirements relating to land use, buildings, development control, land division, environmental protection, sewer service, water service, storm water management, streets and highways and fire protection; and in the event of conflicting requirements or standards, the most restrictive shall apply.

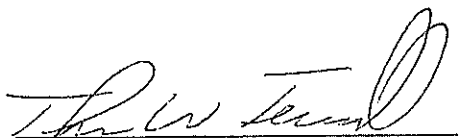
19. No use shall be conducted in such a way as to constitute a public or private nuisance or to violate any of the performance standards set out in Section 12.12 of the Village Zoning Ordinance.
20. The number of parking spaces provided for in the Zoning Ordinance are minimum requirements, and the developer/owner shall ensure that adequate on-site parking and loading areas are or can be provided for the proposed use(s) on the site operated at full capacity.
21. As information, nearly all signage requires a sign permit any new signs or changes to existing signs shall be in compliance with all Village Sign regulations.
22. All buildings, structures, site improvements and sites shall be maintained in a safe, structurally sound, neat, well-cared-for and attractive condition.
23. The Plan Commission shall not approve a Conditional Use Permit unless they find after viewing the findings of fact, the application and related materials and information presented at the public hearing that the project as planned, will not violate the intent and purpose of all Village Ordinances and meets the minimum standards for granting of a Conditional Use Permit. Furthermore, the Plan Commission shall not approve any site and operational plan application without finding in the decision that the application, coupled with satisfaction of any conditions of approval, will comply with all applicable Village ordinance requirements and all other applicable Federal, State or local requirements relating to land use, buildings, development control, land division, environmental protection, sewer service, water service, storm water management, streets and highways and fire protection.
24. No changes to the exterior site or building conditions shall be made without the Village's approval. In addition, any addition, alteration, extension, expansion, repair or other proposed change in the approved operation shall be subject to the Village's Conditional Use procedures as if such use were being established anew.
25. Prior to issuance of building permits, the property owner shall sign this Conditional Use Grant Document and this document shall be recorded at the Kenosha County Register of Deeds office prior to issuance of any permits.
26. This Conditional Use Grant shall become effective upon the execution and recording of this document and shall constitute an effective covenant running with the land. This Conditional Use Grant is subject to amendment and termination in accordance with the provisions of the Village Zoning Ordinance. Construction and operation of the use granted shall be in strict conformity to the approved plans filed in connection with the petition for this permit. Violations of these conditions may result in the revocation of the conditional use permit or zoning violation prosecution, or both.
27. For purposes of obtaining a Conditional Use Permit, erosion control permit and/or a building permit, a Site and Operational Plan approval shall be effective for a period of 180 days from the date of written notification of the decision to the applicant. If permits are not issued within said 180 days the Site and Operational Plan approval shall be void.
28. No Conditional Use Permit, erosion control permit or building permit shall be issued by the Community Development Department until Site and Operational Plan approval has been granted, and until all conditions precedent set forth in the approval have been satisfied, and until the final plans have been fully signed as required. (Note that the Chief of the Village Fire & Rescue Department has review and approval authority with respect to matters relating to fire protection, independent of the Community Development Department, pursuant to Chapter 5 of the Village Municipal Code. In a situation where review of a signage plan and/or landscaping plan has been deferred pursuant to Subsection 12.11-05(g) of the Village Zoning Ordinance no permit relating to signage and/or landscaping, respectively, shall be issued until approval of the deferred plan has been granted, and until all conditions precedent set forth in such approval have been

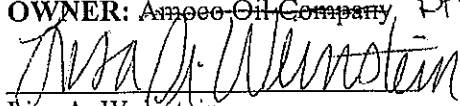
satisfied, and until the final plan has been fully signed as required by Subsection 12.11-05(h), of the Village Zoning Ordinance.

Granted by the action of the Village of Pleasant Prairie Plan Commission the 28th day of July 2003.

ATTEST:

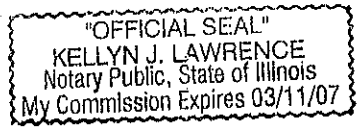

Donald Hackbarth
Secretary

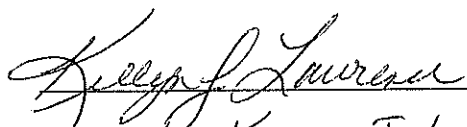

Thomas W. Terwall
Plan Commission Chairman

OWNER: ~~Amoco Oil Company~~ BP PRODUCTS NORTH AMERICA INC.

Lisa A. Weinstein
Real Estate Project Manger

ACKNOWLEDGMENT
STATE OF WISCONSIN)
SS
KENOSHA COUNTY)

Personally came before me this 25th day of August, 2003, the above named to me known to be the person (**Lisa A. Weinstein**) who executed the foregoing instrument and acknowledge the same.




Print Name: KELLYN J. LAWRENCE
Notary Public, DuPage County, IL
My Commission expires: 3/11/07

THIS INSTRUMENT WAS DRAFTED BY:
Jean M. Werbie, Community Development Director
Village of Pleasant Prairie
9915 39th Avenue
Pleasant Prairie, Wisconsin 53158

13 BP Connect (Restroom Add)



Filed _____	20	Published _____	20
Public Hearing _____	20	_____	20
Fee Paid _____	20	Approved _____	20
Notices Mailed _____	20	Denied _____	20

**VILLAGE OF PLEASANT PRAIRIE, WISCONSIN
ZONING MAP AND TEXT AMENDMENT APPLICATION**

To: Village Plan Commission & Village Board of Trustees of the Village of Pleasant Prairie:

I, (We), the undersigned owner(s)/agent do hereby petition the Village Board to amend the Village of Pleasant Prairie Zoning Map as hereinafter requested.

It is petitioned that the following described property be rezoned from the present B-2, PUD Community Business District(s) to B-2, Revised PUD Community Business District(s). The property petitioned to be rezoned is located at: 10477 – 120th Avenue, Pleasant Prairie, WI and is legally described

(address)

as follows: **Part of the Northeast ¼ of Northwest ¼ of Section 30, Township 1 North, Range 22 East, Lot 14 of Certified Survey Map Number 1489 in Volume 1456, Page 153.**

Tax Parcel Number(s): **92-4-122-302-0130**

The proposed use for this property is: gasoline and convenience store.

Petitioner's interest in the requested rezoning: Owner of the real estate and business.

Compatibility with adjacent land uses: McDonald's to the South and Culvers to the East.

I (We) are also requesting a Zoning Text Amendment to amend Section _____ of the Village Zoning Ordinance.

I (We), have contacted the Community Development Department to arrange a pre-application meeting to discuss the proposed request to determine additional information that may be needed for this request.

I, (We), hereby certify that all the above statements and attachments submitted herewith are true and correct to the best of my knowledge.

PROPERTY OWNER:

Print Name: Dixit Patel, VIDHYA Corp, VIII, Inc.

Signature: Dixit Patel

Address: 1491 W. Roosevelt Road

West Chicago Illinois 60185
(City) (State) (Zip)

Phone: 630.479.1529

Fax: 630-562-3349

Email: ddwcl@sbcglobal.net

Date 9-20-2012

OWNER'S AGENT:

Print Name: Attorney J. Michael McTernan

Signature: J. Michael McTernan

Address: 6633 Green Bay Road

Kenosha Wisconsin 53142
(City) (State) (Zip)

Phone: 262.654.8700

Fax: 262.654.8600

Email: jmm@addmlaw.com

Date: 9-17-2012



**VILLAGE OF PLEASANT PRAIRIE
SITE AND OPERATIONAL PLAN
AND CONDITIONAL USE PERMIT ZONING APPLICATION**

USE THIS FORM FOR:
 Tenants/Use changes proposing to occupy 50% or more of an existing commercial/industrial building.

 To construct a new or addition to principal or accessory structure.

 Use requires a Conditional Use Permit.

FOR OFFICE USE ONLY	
Application Filed on	20__
Preliminary Determination of Completeness on:	20__
Revised Plans Submitted:	20__
Public Hearing Required: Hearing Date:	20__
Published on: and	20__ Notices sent on: 20__
Approved by Plan Commission on	20__
Zoning Administrator on	20__
Denied by Plan Commission on	20__
Zoning Administrator on	20__

SECTION 1: GENERAL INFORMATION

NAME OF BUSINESS: BP Gas Station

SITE ADDRESS: 10477 – 120th Avenue, Pleasant Prairie, WI 53158

BRIEF PROJECT DESCRIPTION: Gasoline and convenience store.

PROPOSED NUMBER OF FULL TIME EMPLOYEES: FOUR

PROPOSED NUMBER OF PART-TIME EMPLOYEES: Three

SITE SIZE: 59,241 sq. ft. 1.36 acres

PROPOSED BUILDING SIZE: _____ sq.ft. **HEIGHT:** _____ ft.

PROPOSED ADDITION SIZE: 10 feet x 15 feet (150 sq.ft.) **HEIGHT:** 12 ft. (same as building)

LEGAL DESCRIPTION: Part of the Northeast ¼ of Northwest ¼ of Section 30, Township 1 North, Range 22 East, Lot 14 of Certified Survey Map Number 1489 in Volume 1456, Page 153.

TAX PARCEL NUMBER(S): 92-4-122-302-0130

CURRENT ZONING CLASSIFICATION(S) OF THE PROPERTY: Commercial

1. Is a zoning map amendment proposed with this project? Yes No
 - If yes, proposed Zoning Classification(s): PUD
2. Is a zoning text amendment proposed with this project? Yes No
 - If yes, provide a copy of the proposed text amendment with this application
3. If property is zoned M-1 or M-2, indicate the Occupancy Type pursuant to the Use and Occupancy Classification specified in Chapter 3 of the 2006 International Building Code (2006 IBC). Include all that apply and associated square footage for each classification:
 - Factory Group F-1 (Moderate-hazard) _____ sq ft
 - Factory Group F-2 (Low-hazard) _____ sq ft

VPPCOMDEV-0017-F (REV. 5/11)

- Storage Group S-1 (Moderate-hazard) _____ sq ft
- Storage Group S-2 (Low-hazard) _____ sq ft
- Business Group B _____ sq ft
- High-Hazard Group H* _____ sq ft
- Other _____ sq ft
- Other _____ sq ft

**If Use and Occupancy Classification is High-Hazard Group H please provide a detailed written narrative that explains the specific use, quantity of storage and handling of the high hazard materials along with appropriate MSSD sheets with this application.*

PUBLIC SERVICES:

1. Is the property serviced by Public Sanitary Sewer? YES NO
 - If no, the closest public sewer is located at _____
2. Is the property serviced by Public Water? YES NO
 - If no, the closest public water is located at _____
3. Maximum number of gallons/minute of water expected to be used per day is: unchanged from current use of bathroom facilities.

THIS APPLICATION IS FOR A: (check one)

Preliminary Site and Operational Plan: An applicant may apply for preliminary site and operational plan approval in connection with an erosion control permit application for early mass grading, or in connection with an early foundation permit, or for other good cause shown

New Site and Operational Plan

Amendment to an existing Site and Operational Plan

- Date of initial site and operational plan approval: June 25, 2001 - P.C.
- Date of each approved amendment: July 2, 2001 - VILLAGE BOARD

SECTION 2: EXISTING USES AND BUILDINGS ON THE SITE

Are there any existing buildings on the site? YES NO

- If yes, provide an attachment that explains the current uses on the property and current uses in each building and if the use(s) is proposed to continue; and the gross floor area and height of each building.
- If no, what is the current use of the property? _____

SECTION 3: PHOTOGRAPHS

Standard-sized photographs (not Polaroid) showing all aspects of the site (e.g. locations of proposed improvements, bodies of navigable water, wetlands, wooded areas, etc.) and of the exterior of structures or other site improvements, together with a statement regarding each photograph, which includes the date the photograph was taken, the location from which it was taken, the direction in which the camera was pointed, and a description of what is shown in the photograph. With respect to all existing signs, the applicant shall file photographs of all existing signs and shall specify in the written statement accompanying each such photograph and show the dimensions of such sign. Digital images are acceptable.

SECTION 4: CONDITIONAL USE

1. **Does the proposed project require a Conditional Use Permit?** YES NO
 - If no then skip to Section 5.
 - If yes, then continue with this Section.
2. **Are you amending an existing Conditional Use Permit?** YES NO
 - If yes, provide a copy of the Conditional Use Grant Document you are proposing to amend.
 - If no, continue with this Section.
3. If you answered YES to either question 1 or 2 above then this application shall include information as to how the proposed project will not impair an adequate supply of light and air to adjacent properties; increase danger of fire; cause traffic congestion or traffic circulation problems; create storm water flooding or drainage; create obnoxious odors, problems or otherwise endanger the public health, safety or welfare; will not hinder, harm or distract the provision of public services; and that the proposed project is not inherently inconsistent with either the district in which it is located or adjoining districts or neighborhoods as required pursuant to the Village Zoning Ordinance.

SECTION 5: NON-CONFORMING USE

1. **Is any use on the site a nonconforming use?** YES NO
 - If no, then skip to Section 7.
 - If yes, then continue with this section.
2. If you answered YES to question 1 above, prima facie proof of each element of legal nonconforming use status shall be submitted to the Village with this application (i.e. that the nonconforming use was legal in its inception, that the use was active and actual and not merely casual, occasional, incidental or accessory when it became nonconforming, that the use has been continuous with no gap of 12 or more consecutive months since it became nonconforming, that no building or structure housing the nonconforming use has been structurally repaired or altered to the extent of fifty (50) percent or more of its assessed value since the use became nonconforming, and that the use has not been changed in nature or physically extended or expanded since becoming nonconforming).

SECTION 6: PERFORMANCE STANDARDS

Pursuant to the Village Zoning Ordinance, any application for a permit under this ordinance or any use subject to the regulations and standards set forth in the Village Zoning Ordinance shall be accompanied by a sworn statement by the owner of the subject property that said property and use will be operated in accordance with the performance standards set forth in Section 420-38 of the Village Ordinance. Continued compliance with the regulations and standards is required. Violations of such standards shall be remedied as required by the Village Zoning Ordinance.

No land or building in any district shall be operated in such a manner so as to create any dangerous, injurious, noxious or otherwise objectionable fire, explosive or other hazard; noise or vibration, smoke, dust, dirt or other form of air pollution; water pollution; electrical, radioactive or other disturbances; glare; or other substance, condition or element (referred to herein as "dangerous or objectionable elements") in such amount as to adversely affect the surrounding area or premises; provided that any use permitted by this ordinance may be undertaken and maintained if it conforms to the regulations of this subsection limiting dangerous and objectionable elements at the specified point or points of the determination of their existence.

The Village may require additional information be submitted to ensure that the Village Performance Standards are being met.

SECTION 7: PLAN COMPONENTS

The application shall include a list of all documents, materials or information that are attached to and a part of the application form. Submit eight (8) full-sized and one (1) set reduced to 11" x 17" of all plans and other attachments shall be included as part of this application, except if a component has been waived or deferred in writing by the Village Zoning Administrator. **For specific details related to each of the required information and plans see the attachment entitled "Plan Components and Related Standards" in Section 420-57 of the Village Zoning Ordinance.**

- Application—Applicant, Site, Use, Project and Plan Information
- Application fee
- Operational plan
- Title sheet
- Survey
- Site plan
- Grading and drainage plan
- Building and fire protection plans
- Lighting plan
- Landscape and open space plan
- Signage plan
- Industrial/commercial waste survey
- Performance standards compliance
- Additional requirements, as determined by the Village Zoning Administrator, other appropriate Village staff members, or the Village Plan Commission, as appropriate.

Two or more plans may be combined, provided that all of the information submitted on the combined plan is clearly legible, but in no case shall the combined plans fail to show any of the information required for each individual plan as described below, unless such information is waived or deferred pursuant to the Zoning Ordinance.

SECTION 8: SIGNATURES

I,(We), hereby certify that all the above statements and all attachments submitted herewith are true and correct to the best of my knowledge. In addition I, (we) understand the requirements and procedures for Site and Operational Plan/Conditional Use Permit approval.

PROPERTY OWNER:

Name: VIDHYA Corp VIII, Inc.
Mr. Dixit Patel
Signature: *Dixit Patel*
Address: 1491 W. Roosevelt Road
West Chicago, Illinois 60185
(City) (State) (Zip)
Phone: 630.479.1529
Fax: 630-562-3349
E-mail: DDWC1@SBCGLOBAL.NET
Date: September 17, 2012

APPLICANT:

Name: J. Michael McTernan, Attorney
Signature: *J. Michael McTernan*
Address: 6633 Green Bay Road
Kenosha, Wisconsin 53142
(City) (State) (Zip)
Phone: 262.654.8700
Fax: 262.654.8600
E-mail: jmm@addmlaw.com
Date: September 17, 2012

Is the applicant the owner of the property? YES NO

If no, then either proof of the applicant's legal interest in the subject real property (e.g. accepted offer to purchase, lease, etc., which may be appropriately redacted to preserve confidential information) or written authorization signed by the owner for the applicant to act as the owner's agent in connection with the application shall be included with the application.

DEVELOPER (if Applicable)

Name: _____
(Please Print)
Signature: _____
Address: _____
(City) (State) (Zip)
Phone: _____
Fax: _____
E-mail: _____
Date: _____

USER OR OCCUPANT OF SITE:

Name: SAME
(Please Print)
Signature: _____
Address: _____
(City) (State) (Zip)
Phone: _____
Fax: _____
E-mail: _____
Date: _____

SITE AND OPERATIONAL PLAN

BP Amoco Gas Station and Convenience Store located at 10477 – 120th Avenue is a self-service gasoline and diesel station, selling petroleum products to consumers of passenger vehicles and light trucks. It does not service or sell petroleum products to over-the-road trucks, cabs or other specialized commercial or construction vehicles. In addition, BP operates a convenience store under the brand name AM PM that provides various grocery store and automobile supplies and accessories, along with a quick service restaurant, bakery, self-service coffee bar and soda fountain, and an e-commerce area for computerized assistance with weather and traffic information. The quick service restaurant provides seating for approximately 12 people and quick food selections of bakery items, sandwiches, soups and salads. The facility also provides separate men's and women's washrooms, and various other related convenience service amenities, including but not limited to, vacuum cleaners and compressed air for automobile maintenance, automated teller machine, along with the sale of alcohol and tobacco products as authorized by its license.

Due to several reported hazardous substance releases at the BP gas station dating back to 1993, the owner's consultants are developing and installing a carbon treatment system that will treat contaminated ground water. This system needs to be installed in an enclosed and heated facility. As a result, the southeast corner of the building is being expanded in order to house the filters and pumps that are necessary to operate the carbon treatment system. This system is detailed in a Settlement Agreement being entered into between the property owner and the Village, and the property owner will obtain all applicable permits before installing said system.

The expansion of the building will measure approximately ⁴⁵⁰ square feet (³⁰ feet by ¹⁵ feet) and will simply "square" the building foot print. The same exterior building materials (brick and trim) will be used in order to match the expansion to the existing building.

The carbon treatment system will not create any disturbance to the surrounding property owners as it will be housed in an enclosed and insulated expansion of the building. It is anticipated that the system will operate off and on for several years, dependent on the rise of ground water due to changes in the weather.

This system will not require any additional staff to manage and operate, as it will be automated and will only occasionally require the replacement of carbon filters that will be disposed of using sealed drums provided and retrieved by qualified environmental disposal companies.

Moreover, the system will not alter existing operations of the gasoline station and convenience store, as those operations will continue as normal.

As currently exists, BP is currently open for business between the hours of 6am through 11pm, seven days a week, but maintains expanded hours (up to 24 hours a day) during the various peak holiday seasons. During those expanded times, additional staff is maintained in order to service the increase in

customers. Deliveries and shipments occur during those times that BP is open to the public. Currently, there are seven full time and three part time employees, but additional seasonal help is retained during those peak holiday seasons. Currently, there are only two shifts of employees, but a third shift is added when the hours are expanded. There are currently 23 parking spaces on the site, but with the expansion of the building, two parking spaces are being removed, leaving a total of 21 parking spaces (one handicapped access parking space, and twenty conventional parking spaces).

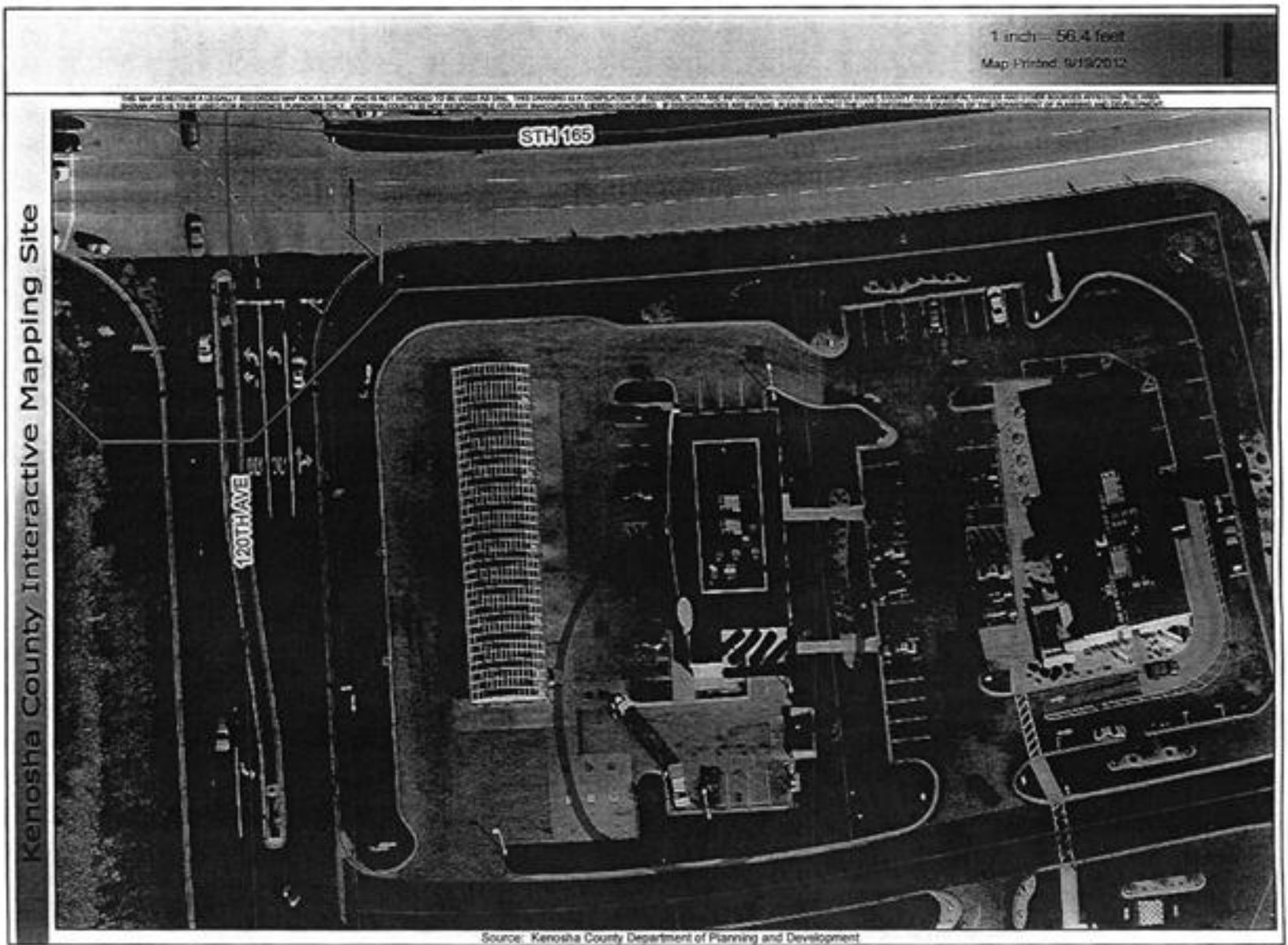
It is anticipated that traffic volumes of 500 to 1,000 daily trips will continue, and no truck trips other than deliveries of goods to the BP. The main products being sold at the BP include, but are not limited to: gasoline and diesel fuels, related automobile supplies and parts, along with food and beverages, all of which are currently being sold at the BP, which will continue after the expansion. Aside from the installation of the carbon treatment system, all of the existing equipment will continue to be utilized in the operation of the BP (petroleum delivery systems, coolers, ovens, and related food preparation equipment).

Aside from the disposal of the carbon filters, the BP only has normal household cleaners used in the maintenance of the business in order to clean the food preparation and service areas, floors and bathrooms. The only waste that is disposed of at the BP is spoiled food and drink products, grey water waste and sanitary waste from the bathrooms.

The owners have installed and maintained a fully functioning and operational security camera system. Technicians will make those modifications to the system in order to comply with the current Village ordinances.

Moreover, the owners retain landscapers to regularly maintain, replace and upgrade the landscaping that surrounds the property, including the removal of all snow and ice from the parking lots, driveways and sidewalks. In addition, employees walk the property on a regular basis to pick up debris, empty garbage cans, restock self-service washer fluids and paper towels, and to monitor the entire property in order to maintain it in a first class condition.

The owner maintains all permits and licenses required to operate its business. Those permits and licenses allow for the sale of petroleum, alcohol, tobacco, food, and related items sold in its business, issued from the various government agencies.



Document 1, Image 11 of 17

Return to: Bruce Rabe
Kenosha Water Utility
4401 Green Bay Road
Kenosha, WI 53144
Email: brabe@kenosha.org

Date Sent: _____

Date Due: _____

**VILLAGE OF PLEASANT PRAIRIE
INDUSTRIAL WASTE SURVEY**

To be submitted to the

Kenosha Water Utility

General Information

1. Facility Name: BP Amoco Gas Station
2. Mailing Address: 1491 W. Roosevelt Road
3. City, State, Zip Code: West Chicago, Illinois 60185
4. Site Address: 10477 – 120th Avenue, Pleasant Prairie, WI 53158
5. Standard Industrial Classification Code (SIC): 5541 (Gasoline Service Station)
6. Name, Title and Telephone Number of the Authorized Representative and the Company Contact Person Responsible for Environmental Compliance.

Authorized Representative

Name: J. Michael McTernan
Title: Attorney
Phone #: 262.654.8700

Company Contact

Name: Dixit Patel
Title: President
Phone #: 630.479.1529

The authorized representative must be a president, secretary, treasurer, or vice-president of the corporation in charge of a principle business function, or general partner or proprietor, or an individual designated by the aforementioned corporate official. The designated individual must meet the following criteria: (1) the person must be responsible for the overall operation of the facilities from which discharges originate, (2) the person is authorized in writing, and (3) the written authorization is submitted to the POTW.

7. List All Environmental Control Permits Held by or for the Facility.
None.

VPPCOMDEV-0009-F (REV. 9/04)

Operational Characteristics

1. Existing Number of Employees: Full Time: Seven Part Time: Three
2. Operational Schedule: Days/Wk: 7 days a week Hours/Day: 6am – 11pm # Shifts: Two
3. Describe the nature of the business conducted at this facility (if more than one type ,of business or manufacturing takes place, list all activities): Gasoline and convenience store operating under the licensed trade name BP Amoco.
4. List principal raw materials used: Regular, mid-grade and premium levels of gasoline, along with diesel fuel.
5. List products produced and the average rate of production: None.
6. List types of wastes created during production and any by-products produced: None.
7. Estimate the quantity of water to be used by the facility during a six month period. Record the gallons of water anticipated by this facility. 180,000 gallons.
Indicate the source of the facility's water: Kenosha _____ Pleasant Prairie:
Meter number or address assigned to water meter(s). Register Number: 68682280
8. Type of discharges: Continuous: Batch _____
If batch was indicated, give the average frequency and approximate volume of any batch discharges: _____

9. Describe the uses of water at this facility: Public bathrooms, coffee making and general cleaning of the inside of the convenience store.

Wastewater Information

1. A process wastewater IS any wastewater discharged other than for sanitary, non-contact cooling or boiler blow-down purposes. List activities which generate a process wastewater and the time and duration of each discharge.

Wastewater Producing Process

Time and Duration of Discharges

The owner is installing an activated carbon system to treat petroleum impacted groundwater, and will be discharged solely through the storm water system.

2. For each process wastewater stream list all the materials and pollutants which to believe may be present in the discharge.
None.
3. Contact cooling water is cooling water that during the process comes into contact with process material, thereby becoming contaminated. Non-contact cooling water does not come into contact with process materials. Does this facility utilize cooling water?
4. Water volume used and discharged to sanitary sewer. A review of previous water usage bills may be helpful in assigning values to the following flows. If sanitary flow is not metered, provide an estimate based on 20 gallons per day fir each employee (i.e. water balance).

	Gallons per Day		Type of Wastewater Discharge (Continuous, Batch, None)
	Consumed	Discharges	
Sanitary Usage	1,500	1,500	Continuous – Toilets, sinks, etc.
Process Wastewater Usage	_____	_____	_____
Cooling Water Usage	_____	_____	_____
Other Usage	_____	_____	_____
Total Volume	1,500	1,500	_____

5. Describe all locations where wastewaters enter the collection system: None.
6. Is there a sampling manhole on site? No X Yes _____
If yes, describe the locations: _____

7. Are sanitary and process wastewaters separated? No X Yes _____
8. Is boiler blowdown water discharged to the sanitary sewer? No X Yes _____
9. Does your facility haul any process wastewater? No X Yes _____

Compliance Information

1. Is there any usage of toxic compounds at the facility? No _____ Yes X
If yes, list and use check list on last page. **Gasoline and Diesel.**
2. Are there any floor drains in the manufacturing or chemical storage area? No X Yes _____
3. Is there a Spill Prevention Control and Countermeasure Plan in effect for this facility?
No _____ Yes X If yes, describe procedure: There are underground containment systems in place for subsurface spills, and if there are above ground gasoline spills, the owner has Operating and Maintenance Plan to clean any small spills with "oil dry" and store in on-site containers, but for any significant spill, notification to the fire department, Wisconsin Departments of Natural Resources and Commerce.
5. Is any form of waste water pretreatment practiced at this facility? No X Yes _____
If yes, describe: None.
6. List any specific pretreatment standards that apply to this facility: None.

VPPCOMDEV-0009-F (REV. 9/04)

7. If pretreatment standards are not being met on a consistent basis, describe what additional and maintenance or pretreatment must be performed to achieve compliance. N/A

8. State the estimated timetable (compliance schedule) for the implementation of additional operations and maintenance or for the commencement and completion of major events leading to the construction and operation of the pretreatment facilities required to achieve compliance.

N/A

Submissions

Include a schematic (print) of the facility that shows the water intake points(s), existing sanitary sewer, discharge points (connection(s) to sanitary collection system), and direction of wastewater flows at the facility. Provide a diagram of water flow through any processes that use water for any purpose.

Signatory Requirement

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate this information submitted. Based on my inquiry of the person or persons directly responsible for gathering the information, the information submitted is to the best of my knowledge and belief true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

Dixit Patel

Dixit Patel

 Print Name: Authorized Representative
 President *PRESIDENT*

 Signature: Authorized Representative
 September 17, 2012

Title

Date

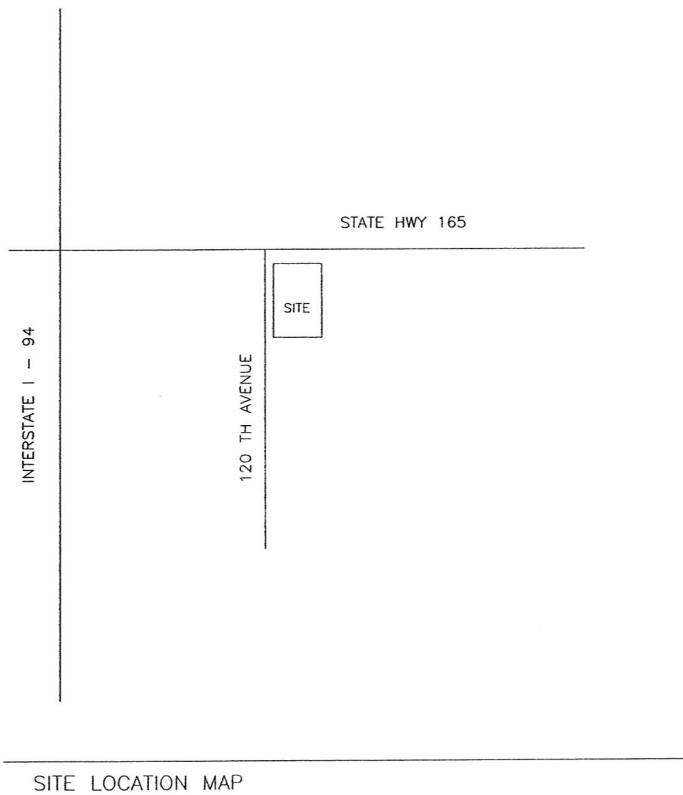
Appendix
Toxic Pollutants Listed in 40CFR 307(a)

Known Absent	Suspected Present	Known Present	Pollutant
			1 Acenaphthene
			2 Acrolein
			3 Acrylonitrile
			4 Aldrin/Dieldrin
			5 Antimony and compounds
			6 Arsenic and compounds
			7 Asbestos
			8 Benzene
			9 Benzidine
			10 Beryllium and compounds
			11 Cadmium and compounds
			12 Carbon tetrachloride
			13 Chlordane
			14 Chlorinated benzenes
			15 Chlorinated ethanes
			16 Chloroalkyl ethers
			17 Chlorinated naphthalene
			18 Chlorinated phenols
			19 Chloroform
			20 2-chlorophenol
			21 Chromium and compounds
			22 Copper and compounds
			23 Cyanides
			24 DDT and metabolites
			25 Dichlorobenzenes
			26 Dichlorobenzidine
			27 Dichloroethylenes
			28 2,4-dichlorophenol
			29 Dichloropropane & Dichloropropene
			30 2,4-dimethylphenol
			31 Dinitrotoluene
			32 Diphenylhydrazine
			33 Endosulfan and metabolites

Known Absent	Suspected Present	Known Present	Pollutant
			34 Endrin and metabolites
			35 Ethylbenzene
			36 Fluoranthene
			37 Haloethers
			38 Halomethanes
			39 Heptachlor and metabolites
			40 Hexachlorobutadiene
			41 Hexachlorocyclopentadiene
			42 Hexachlorocyclohexane
			43 Isophrone
			44 Lead and compounds
			45 Mercury and compounds
			46 Naphthalene
			47 Nickel and compounds
			48 Nitrobenzene
			49 Nitrophenols
			50 Nitrosamines
			51 Pentachlorophenol
			52 Phenol
			53 Phthalate esters
			54 Polychlorinated biphenyls (PCBs)
			55 Polynuclear aromatic hydrocarbon
			56 Selenium and compounds
			57 Silver and compounds
			58 2,3,7,8-Tetrachlorodibenzo-p-dioxin (TCDD)
			59 Tetrachloroethylene
			60 Thallium and compounds
			61 Toluene
			62 Toxaphene
			63 Trichloroethylene
			64 Vinyl chloride
			65 Zinc and compounds

VPPCOMDEV-0009-F (REV. 9/04)

PROPOSED BUILDING ADDITION FOR VIDHYA CORP VIII 10477 120TH AVENUE PLEASANT PRAIRIE WI. 53158



INDEX OF DRAWINGS	
A1	TITLE SHEET, GENERAL NOTES, INDEX OF DRAWINGS, SITE LOCATION MAP
A2	SITE PLAN WITH PROPOSED ADDITION
A3	FOUNDATION PLAN FOR PROPOSED ADDITION & DETAILS
A4	BUILDING FLOOR PLAN SHOWING PROPOSED ADDITION
A5	BUILDING ELEVATIONS
A6	BUILDING PHOTOS

These drawings and Specifications: These Specifications and the accompanying drawings are complimentary and what is called for by one shall be binding as if called for by both the quality and quantity shall prevail.

Coordination of work: A general contract will be left for the work and successful contractor shall be responsible for all other sub-contractors and coordination of the Specifications and or dimensions of all work or where it comes in contact with others work. All details of material selections shall be reviewed and referred to the owner where questions occur. Errors due to failure to comply with this requirement shall be corrected at the expense of the contractor or contractors involved.

Codes Ordinances: All work shall comply with all local, state, and county codes and regulations as applicable.

Examination of the Site: Contractor shall visit the site and review all existing conditions. He shall familiarize himself as to the nature and location of the work and the general and local conditions that he is to perform. He shall have full knowledge as to the transportation, disposal, handling of materials, availability of water, electric power, and all other facilities in the area where work shall be performed or that having a bearing on the performance of his work. Dispose of all debris legally.

Contractor shall field verify all dimensions prior to starting work and coordinate same with all trades.

Construction is scheduled to occur while owners occupy the adjacent business. The contractor is responsible for providing safety and access at all times to the site for the owners clients as well as employees. The owner and Architect shall have no responsibility for means and methods of the work performed by contractors.

Weather conditions: Contractor shall protect all parts of their work from weather damage frost, rain, heat, ect. and shall be responsible for replacement and or repair of any damaged work to the satisfaction of the owner which in his opinion have become damaged due the above.

Responsibility of the Contractor: Each contractor is responsible for and must guarantee first class workmanship and materials that have been provided and installed by him.

Each contractor shall furnish all necessary barricades, temporary construction dust screens and scaffolding as required for completing their work in a safe workman like manner.

Surveys, Permits, and Regulations: The owner shall furnish all required surveys, contractors shall obtain and pay for all local necessary permits.

Auto Insurance: Each contractor shall maintain auto insurance for their respective vehicles used during project or on owners property.

Fire and Extended Insurance: The owner shall maintain in effect fire insurance and builders risk insurance coverage as required upon all items and materials on the property that are a part of or are necessary and stored on site for the completion of the work.

Pilferage: Each contractor shall be responsible for his own equipment, tools and materials required for construction and or including those items relating to any work furnished by the owner and delivered to the job site.

Electrical: All work shall comply with National Electrical Code, current edition, and any electrical code requirements of the local jurisdiction.

Guarantee: All contractors shall provide a one year guarantee of their work from the date of acceptance by the owner and shall leave the site in perfect and working order upon completion.

Dumpsters: General contractor shall provide all necessary dumpsters during construction and shall coordinate for all trades including that work which may be performed by the owner.

Clean up: General contractor shall at the end of the project fully broom clean all surfaces of the building and remove all debris and leave site in a clean unconstructive condition.

- The Contractor and its Subcontractors shall verify all dimensions and/or discrepancies in plans and report any errors to the Architect prior to commencement of the work, or be responsible for same.
- Do not scale drawings. Verify all on site dimensions and conditions by each subcontractor.
- All carpentry, plumbing, mechanical and electrical work is to be coordinated between the trades as part of their installation layout. Verify locations of plumbing and HVAC lines with Builder before installation.
- On site verification of all dimensions and conditions shall be the responsibility of each subcontractor.
- Architect shall not have control or charge of, and not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, or for the acts or omissions of the subcontractors, or other persons performing any of the work, or for the failure of any of them to carry out the work in accordance with the intent of the contract documents.
- Verify sizes and installation requirements and specifications of all items supplied by others before proceeding with work related thereto.
- The commencement of each subcontractor's work shall constitute acceptance of all sub-surfaces.
- Should unsuitable soil conditions arise, promptly advise the Architect of same before proceeding with any further work.
- Stock pile material as directed by Owner or Builder. Protect all trees and wetland areas retained on site. Provide erosion control as required by the governing authority.
- Verify locations of all underground lines before proceeding with sub-soil work.
- Contact Diggers Hot line 48 hours before any underground work.
- Each Subcontractor shall obtain and provide necessary bonds, permits and necessary inspections as required by municipal, county, state, federal or other agencies having jurisdiction.
- Truss manufacturer to design and fabricate floor and roof trusses in accordance with all applicable codes.
- The minimum live load for floor shall be 100 p.s.f. and the minimum snow load for roofs shall be 35 p.s.f. The minimum dead load for floors and roofs shall be 10 p.s.f. The maximum deflection shall be L/480. All girder trusses shall be designed to accept all concentrated loads as required. Truss drawings shall be submitted to the Builder and shall be sealed by a State of Wisconsin Licensed structural engineer or by the truss manufacturer's engineer registered in Wisconsin. Truss Manufacturer shall confirm headers and lam beams for truss bearing on all span.
- All concrete and reinforcing work shall conform to ACI specifications and recommendations. All concrete footings shall bear on 2000 p.s.f. minimum soil capacity on virgin ground, minimum 3'-8" below grade. All concrete shall attain a 28-day compressive strength of 3000 P.S.I. for walls and basement slab, 3500 P.S.I. exterior slab use 6% air containment.
- All construction lumber shall be Southern Yellow Pine Fb 1900, E-1.1 #2 or better, unless otherwise noted. All wood in contact with concrete or grade shall be pressure treated. Shim all sill plates and provide all seals below plate and grot any gaps greater than 1/2".
- All engineered joists and beams, i.e., micro lams, TJs, etc. shall be installed in accordance with the manufacturers specifications.
- Provide double cripples under all headers greater than 4'-0".
- All concentrated loads from headers and beams shall be solid-blocked down to foundation, steel, or girder beams. No back filling of foundation shall occur until floor system is in place to brace top of concrete walls.
- All work shall be performed in a good workmanlike manner. Each subcontractor shall amend and make good at his own cost any defects and other faults in his workmanship and materials.
- Each contractor to clean up debris inside and outside the building site which has been caused by his work and place in dumpster provide by builder on a daily basis.
- All electrical work shall conform to the National Electric Code, NEC latest edition and local building code.

DATE
10-7-12

REVISIONS

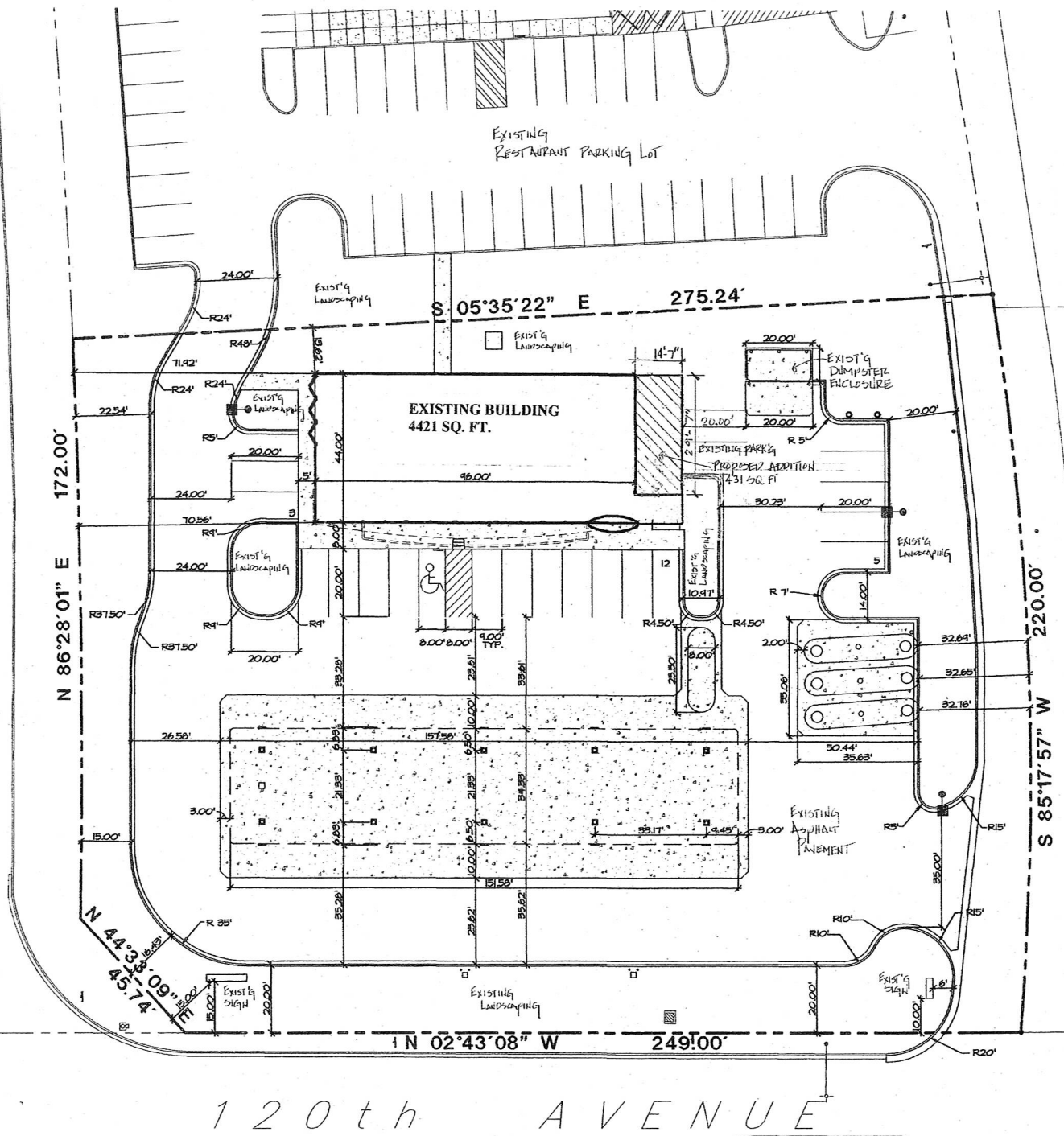
WILLIAM A. MORRIS ARCHITECT LLC
5308 31ST AVENUE
KENOSHWA WI. 53144

PROPOSED BUILDING ADDITION FOR
VIDHYA CORP VIII
10477 120TH AVENUE
PLEASANT PRAIRIE WI. 53158

RECEIVED
OCT 9 - 2012
Village of Pleasant Prairie

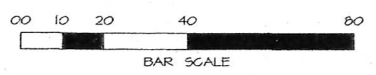
A1

104th STREET



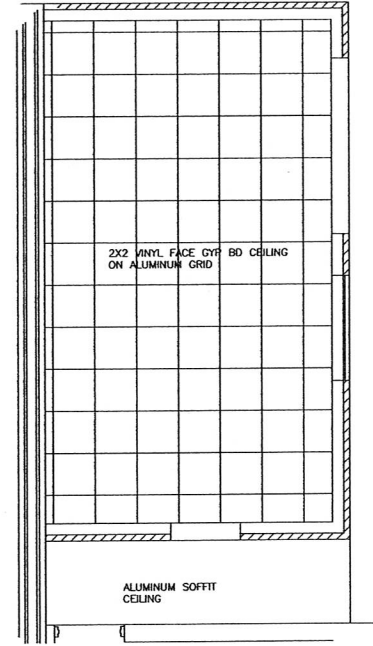
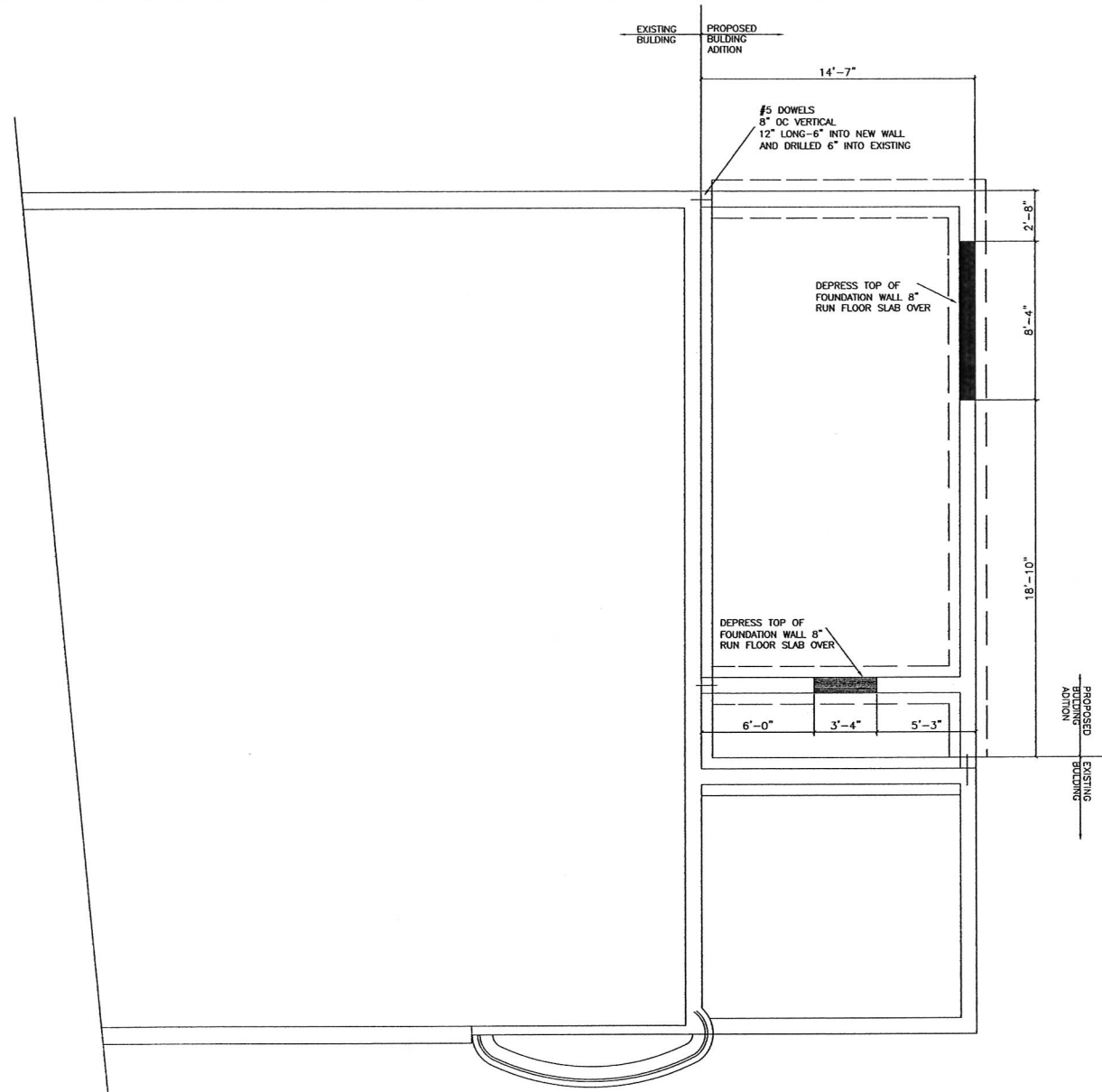
SITE CRITERIA
 TOTAL SITE AREA = 1.36 ACRE

NOTE:
 NO TEMPORARY OUTDOOR STORAGE UNITS SHALL BE PERMITTED ON THE SITE. ALL MERCHANDISE IS TO BE STORED INSIDE THE CONVENIENCE STORE BUILDING OR WITHIN THE DESIGNATED TRASH/RECYCLING ENCLOSURE.
 THERE SHALL BE NO OUTSIDE STORAGE OF MERCHANDISE AT THIS SITE. THIS INCLUDES, BUT IS NOT LIMITED TO, SODA, WINDSHIELD WASHER FLUID AND OTHER VEHICLE ACCESSORIES, HOOD, BAGS OF WOOD CHIPS, CHARCOAL, ETC..
 THE SITE SHALL NOT BE USED FOR ANY PARKING (NEITHER OVERNIGHT NOR DURING THE DAY) OF SEMI TRUCKS, SEMI TRAILERS AND JUNKED/INOPERABLE VEHICLES.



DATE 9-27-12
REVISIONS
WILLIAM A. MORRIS ARCHITECT LLC 5308 31ST AVENUE KENOSHA WI. 53144
PROPOSED CONVENIENCE STORE ADDITION FOR VIDHYA CORP VIII INC. 104 77 120 AVENUE PLEASANT PRAIRIE WISCONSIN 53158
A2

CONSTRUCTION FOUNDATION PLAN
SCALE: 1/4" = 1'-0"



REFLECTED CEILING PLAN
SCALE: 1/4" = 1'-0"



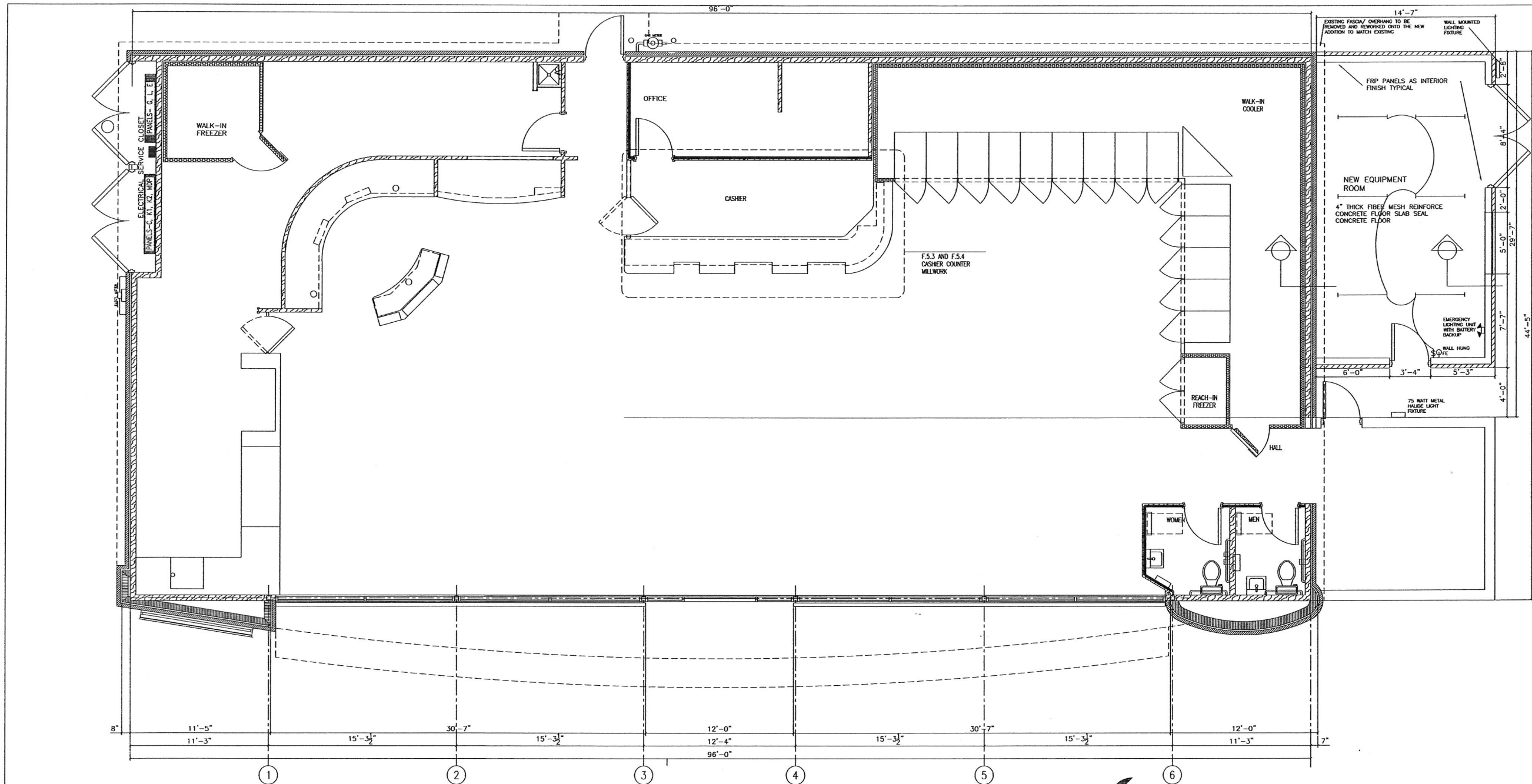
PROPOSED BUILDING ADDITION FOR
VIDHYA CORP VIII
10477 120TH AVENUE
PLEASANT PRAIRIE WI. 53158

WILLIAM A. MORRIS ARCHITECT LLC
5308 31ST AVENUE
KENOSHA WI. 53144

REVISIONS

DATE
10-7-12

A3

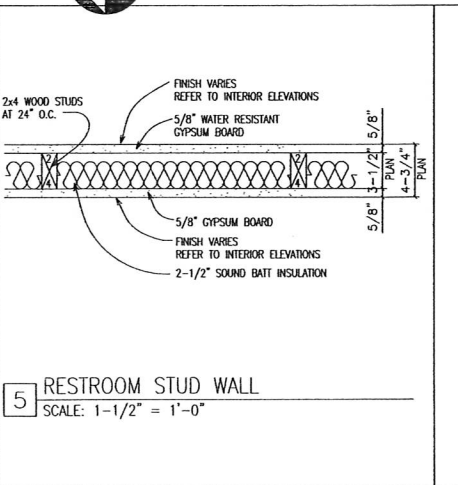
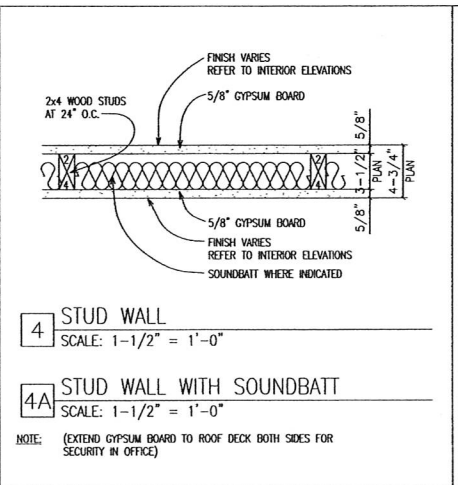
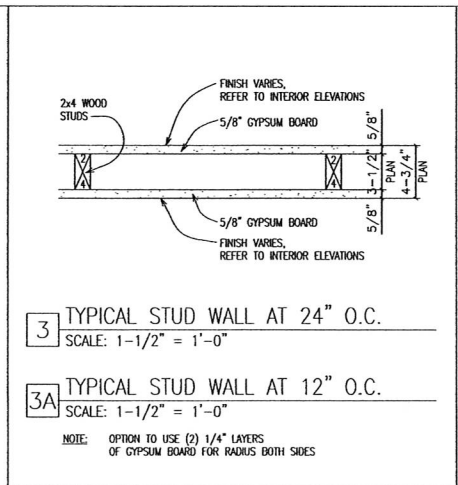
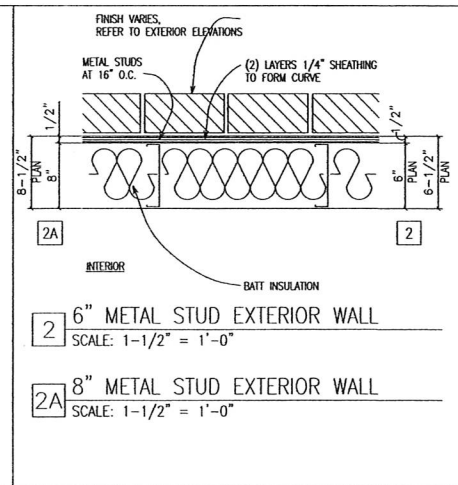
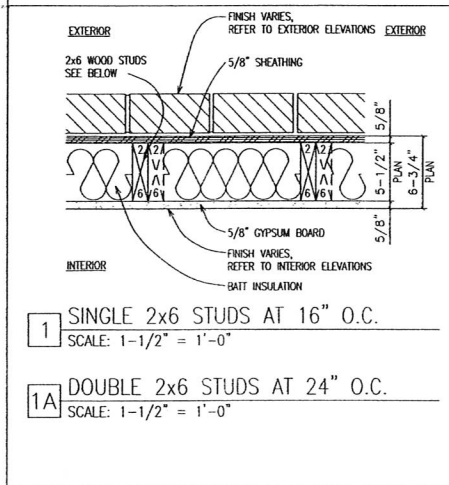


DATE: 10-7-12

REVISIONS:

WILLIAM A. MORRIS ARCHITECT LLC
 5308 31ST AVENUE
 KENOSHA WI. 53144

CONSTRUCTION FLOOR PLAN
 SCALE: 1/4" = 1'-0"

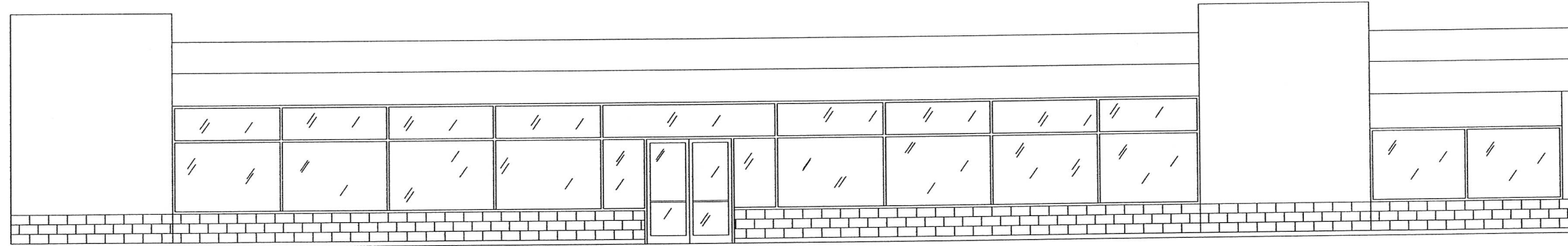


WALL LEGEND

- WOOD FRAMED WALL
- METAL STUD WALL
- MASONRY WALL
- PREFABRICATED COOLER UNIT
- LOW (1/2) WALL (WOOD FRAMED)

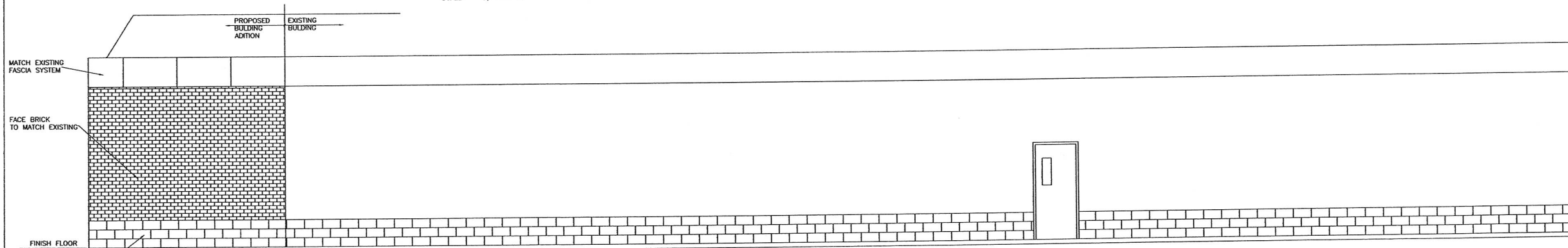
PROPOSED BUILDING ADDITION FOR
 VIDHYA CORP VIII
 10477 120TH AVENUE
 PLEASANT PRAIRIE WI. 53158

A4



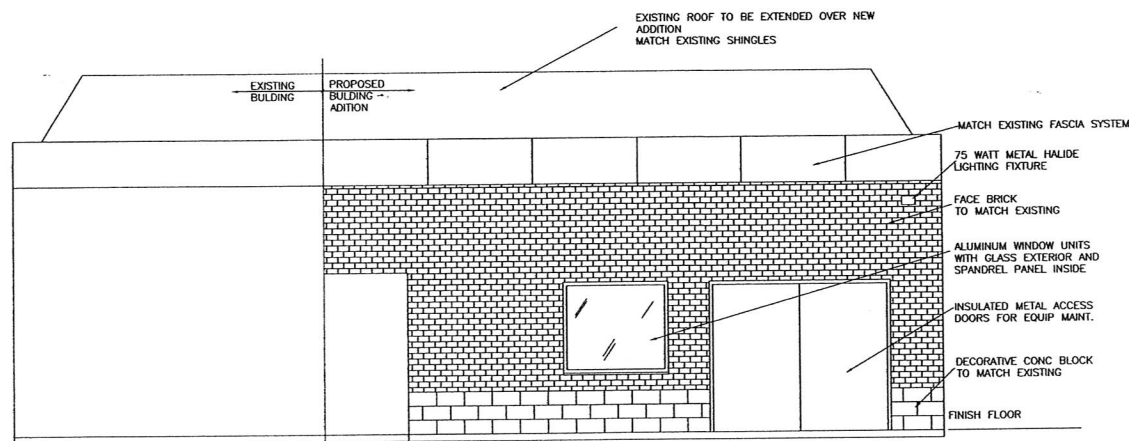
EXISTING WEST ELEVATION

SCALE 1/4" = 1'-0"



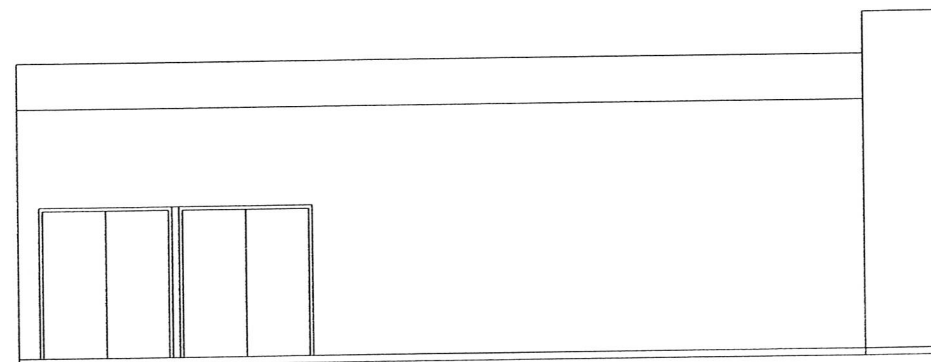
EXISTING EAST ELEVATION WITH ADDITION

SCALE 1/4" = 1'-0"



EXISTING SOUTH ELEVATION WITH ADDITION

SCALE 1/4" = 1'-0"



EXISTING NORTH ELEVATION

SCALE 1/4" = 1'-0"

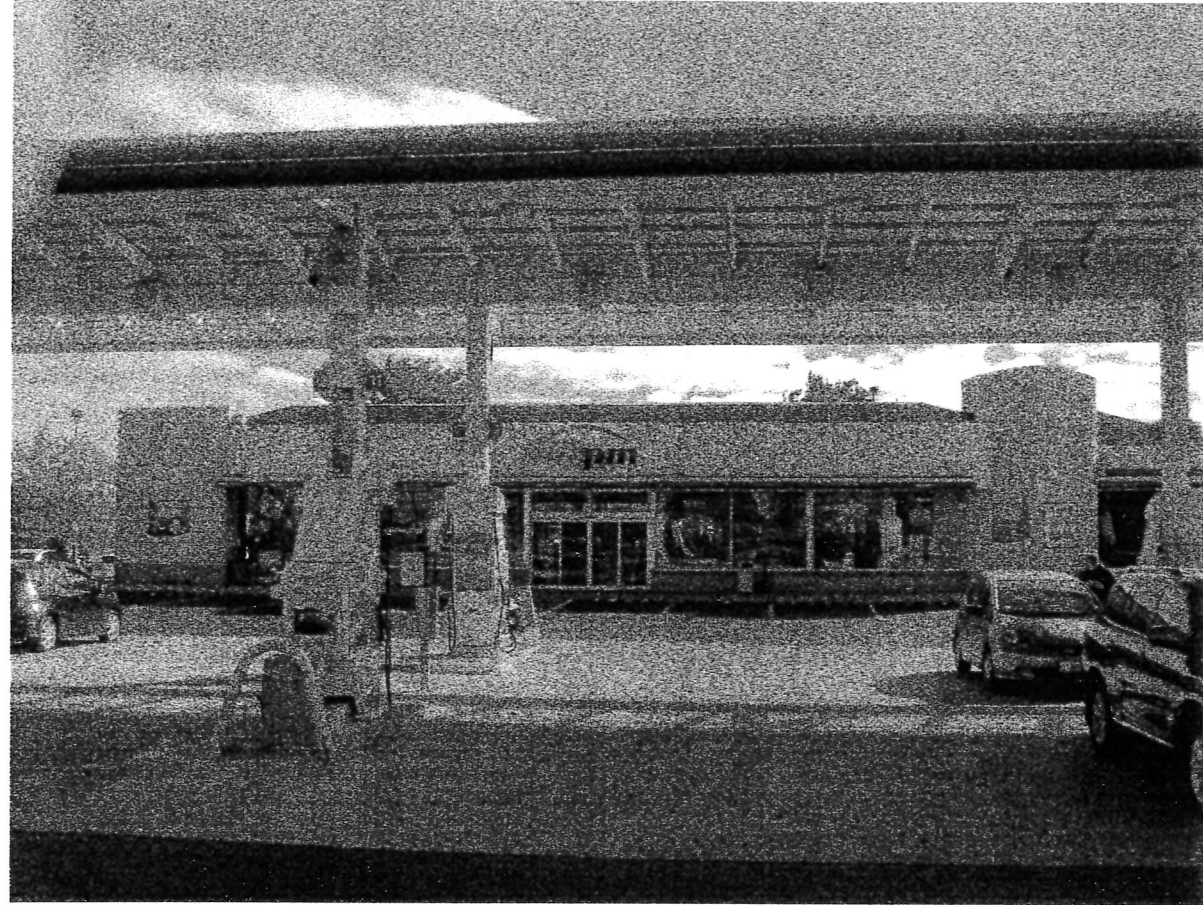
DATE
10-7-12

REVISIONS

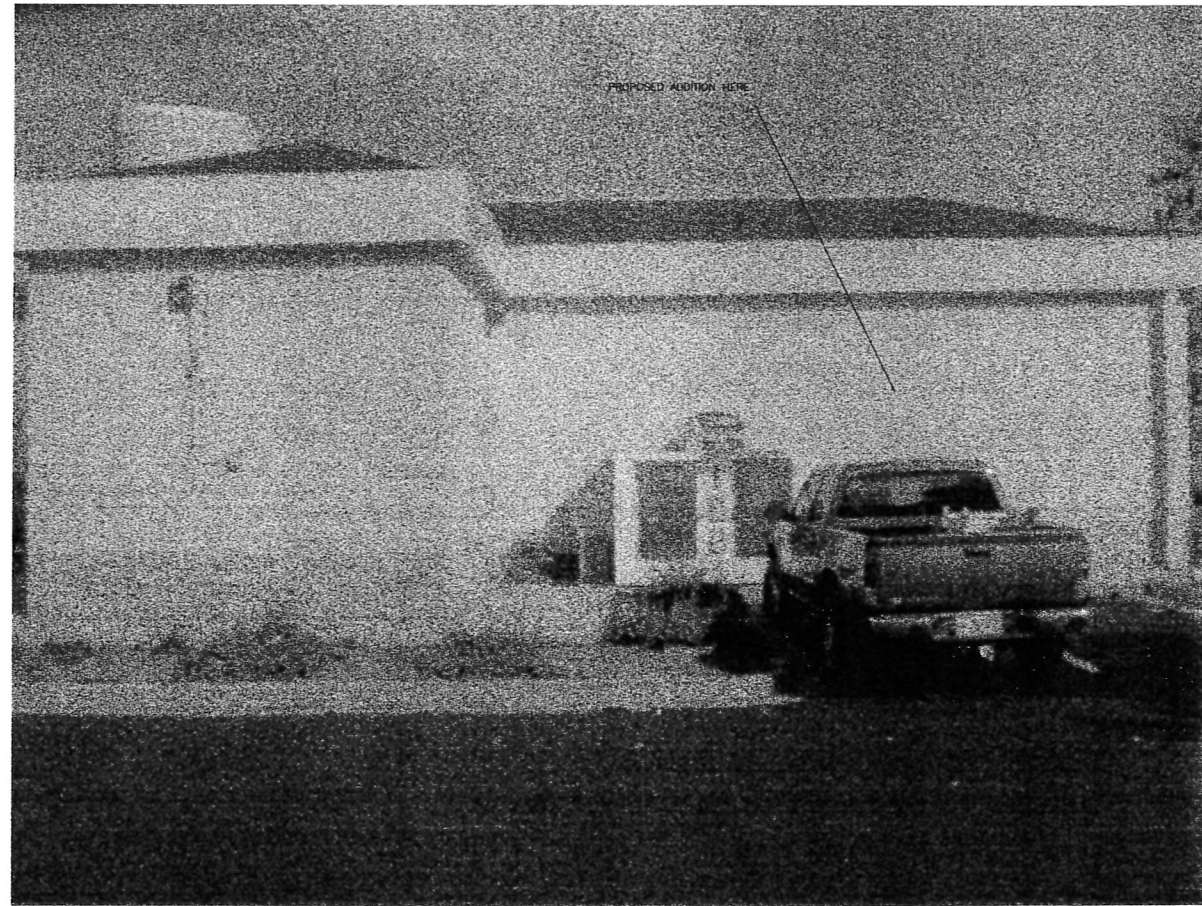
WILLIAM A. MORRIS ARCHITECT LLC
5308 31ST AVENUE
KENOSHWA WI. 53144

PROPOSED BUILDING ADDITION FOR
VIDHYA CORP VIII
10477 120TH AVENUE
PLEASANT PRAIRIE WI. 53158

A5



EXISTING WEST ELEVATION



EXISTING SOUTH ELEVATION
AT LOCATION OF PROPOSED ADDITION

DATE
10-7-12

REVISIONS

WILLIAM A. MORRIS ARCHITECT LLC
5308 31ST AVENUE
KENOSHA WI. 53144

PROPOSED BUILDING ADDITION FOR
VIDHYA CORP VIII
10477 120TH AVENUE
PLEASANT PRAIRIE WI. 53158

A6

Peggy Herrick

From: Peggy Herrick
Sent: Thursday, October 25, 2012 4:27 PM
To: J. Michael McTernan (jmm@odamlaw.com)
Cc: Jean Werbie-Harris; Mike Spence; Doug McElmury
Subject: BP Amoco--additional info required for BP Amoco

Importance: High

Follow Up Flag: Follow up
Flag Status: Flagged

Michael

The Village staff has reviewed the information submitted for the Conditional Use Permit including Site and Operational Plans and the PUD Amendment for BP Amoco. The following additional information shall be submitted as soon as possible but no later than **November 6, 2012** for Village staff review prior to the November 12, 2012 Plan Commission meeting.

1. A written narrative that explains all of the significant Remedial Activities that have been conducted by VIDHYA between April 2011 and October 25, 2012.
2. Site Investigation Plan based on the information and sampling results development during the implementation of the remediation plan.
3. Remediation Plan that includes without limitation, testing and remediation for all "Downstream properties" affected by any petroleum discharges from the property.
4. A site plan that shows the locations for all of the remediation treatment facilities including but not limited to the carbon treatment system, location of recovery/blocking wells, soil borings and monitoring wells.
5. The Fire and Rescue Department is requesting additional information be submitted about the carbon treatment equipment that will be installed in the room addition. The information shall include the operation, hazards and maintenance procedures for the equipment. The information submitted may generate additional requirements from the Fire & Rescue Department.

Eight (8) copies of the above information shall be submitted along with a pdf of each item on a disk.

Thanks

Peggy Herrick

Assistant Planner and Assistant Zoning Administrator
Village of Pleasant Prairie
9915 39th Avenue
Pleasant Prairie, WI 53158
Phone: 262-925-6717
Fax: 262-925-6787
E-mail: pherrick@plprairiewi.com
Village website: www.pleasantprairieonline.com



Alia DuMez
Dunn & McTernan

ATTORNEYS AT LAW

6633 Green Bay Road
Kenosha, WI 53142
T: (262) 654-8700
F: (262) 654-8600
www.addmlaw.com

Exhibit 9

Gino M. Alia
Robert DuMez
Tony M. Dunn
J. Michael McTernan
Michael R. Cholak
Of Counsel

Debbie Gourdeaux
Beverly Kozerski

RECEIVED
NOV - 6 2012
Village of Pleasant Prairie

November 6, 2012

Peggy Herrick
Assistant Planner and Assistant Zoning Administrator
Village of Pleasant Prairie
9915 – 39th Avenue
Pleasant Prairie, WI 53158

RE: Mr. Dixit Patel / VIDHYA Corp VIII, Inc.
BP Station at 10477 – 120th Avenue

Dear Ms. Herrick:

On behalf of my client, VIDHYA Corp VIII, Inc., I provide for you the following:

1. Exhibit A to our proposed Settlement Agreement with the Village that provides a Chronology of Immediate and Interim Remedial Activities Conducted by my client since April 2011 to present.
2. Dated November 5, 2012, a letter from my client's consultant, Midwest Engineering Services, Inc., outlining the Preliminary Site Investigation Work Plan, which shows the remediation plan and a detailed site plan that sets forth all of the activities being proposed.
3. The Operation & Maintenance Manual and Bag Filter Operation materials from Carbonair.

If there is additional information that you need, please do not hesitate to contact me. I have enclosed 8 copies of the above materials along with a digital image of each in Adobe PDF format on the enclosed CD.

We are not proposing any testing or remediation plans for any "downstream properties" as it is not warranted as my client did not contaminate any adjoining property owners' land.

Very truly yours,

J. Michael McTernan

Enclosures

JMM/jm

cc: Mr. Dixit Patel, VIDHYA Corporation VIII, Inc. (via email w/ enclosures)
Mr. Donald P Gallo, Reinhart Boerner Van Beuren, S.C. (via email w/ enclosures)
Mr. Patrick J. Patterson, Midwest Engineering Services, Inc. (via email w/ enclosures)

EXHIBIT A

Chronology of Immediate and Interim Remedial Activities Conducted by VIDHYA Corp VIII, Inc. November 6, 2012

- 4/26/11 - Fire chief reports petroleum observed in storm sewer catch basin on north side of property. Frank Bennett, Retail Petroleum Inspector, requires tightness testing of dispenser sumps, repair of leaking union under diesel dispense and pumping of one inch layer of diesel product from diesel sump. Two booms to absorb petroleum were installed.
- 6/1/11 - Tanknology conducted tank testing identified gas and diesel releases but they were contained in annular space and did not escape double wall system and did not impact the environment.
- 6/9/11 - Moraine and Interstate Pump and Tank met on site to identify issues and solutions. Moraine sampled soil and surface water in north drainage ditch area and identified diesel constituents as being six (6) times more prevalent than those of gasoline.
- 7/8/11 - Moraine conducted further sampling and recommended inspecting the interior lining of the catch basins and storm sewers. They also recommended excavation of contaminated soils in the north drainage ditch area. Moraine concluded that the impacts are the result of on-going incidental spillage from daily fueling that run off into the two down gradient catch basins which then travels through the discharge pipe or surrounding backfill into the north drainage ditch.
- 11/17/11 - Quality Environmental Solutions (QES) and representatives from Anderson Pump and Graham Enterprise (fuel supplier) attended a meeting with the Village. QES disagrees with Moraine's conclusions that the source of the impacts in the north ditch are from surface runoff from fueling operations but rather from weathered petroleum products from overfills in the 1990's into the tank field via the piping utility trenches' granular fill. High precipitation resulting in higher groundwater table has mobilized the weathered petroleum via the utility trench backfill. QES recommended removal and disposal of all impacted materials in the drainage ditch area, installation of engineered controls to prevent migration to off-site properties and installation of new booms and an oil/water separator.
- 3/27/12 - Petroleum products were pumped from tank field backfill and containment pans near the pump islands.
- 5/12 - Unipump removed flexible piping and replaced it with fiberglass piping and continue to pump from tank field, backfill, containment pans and dispensers. A second set of booms were installed. QES conducted second soil sampling along the pipe lines. Excess soils from pipe replacement were disposed of at a landfill.
- 6/12 - Three (3) on-site inspections were conducted and no observations of a sheen in the north drainage ditch.

- 7/5-12/12 - Impacted soils (124 tons) were removed from north drainage ditch area and disposed. QES then collected soil samples indicating some residual contamination in the excavation area. QES concluded from soil sampling in piping area that the release is historic. Sod was placed over the excavation area.
- 8/7/12 - Midwest Engineering Services (MES) sampled ditch surface water.
- 8/13/12 - MES was retained to conduct remedial actions to prevent further migration of residual petroleum contamination offsite.
- 8/20/12 - MES provided a draft Remedial Activities and Schedule.
- 8/28/12 - Future Environmental cleaned the onsite stormwater system and removed accumulated sludge. DeBelak Plumbing used sewer camera scope to evaluate the integrity of the existing stormwater sewer system. The northwestern catch basin was the only defective section of the system.
- 9/14/12 - VIDYHA attended a meeting with Village, consultants, and legal representation.
- 9/17/12 - Northshore Environmental positioned a 21,000-gallon "frac" tank onsite.
- 9/20/12 – The proposed groundwater treatment system was ordered from Carbonair.
- 9/26/12 – Northshore Environmental pumped petroleum-impacted water from gas basin into “frac” tank.
- 10/1/12 – Northshore Environmental pumped petroleum-impacted water from diesel basin into “frac” tank. A total of 19,000 gallons of petroleum-impacted water has been pumped into “frac tank.
- 9/26/12 - MES submitted the WPDES General Permit application for discharge of contaminated groundwater from remedial action operations to WDNR.
- 10/9/12 – MES collected a water sample from gas basin and submitted to laboratory for analytical testing for VOCs and PAHs per WDNR request.
- 10/19/12 – MES collected water sample from diesel basin and submitted to laboratory for analytical testing for VOCs and PAHs.
- 11/2/12 - WDNR approved the WPDES Permit.
- 11/5/12 - MES prepared a Preliminary Site Investigation Workplan, a revised Remedial Activities plan, and a treatment system sampling analysis plan for submittal and approval from WDNR.



midwest engineering services, inc.

geotechnical • environmental • materials engineers

821 Corporate Court
Suite 102
Waukesha, WI 53189-5010
262-521-2125
FAX 262-521-2471
www.midwesteng.com

November 5, 2012

Mr. Dixit Patel
VIDHYA Corporation VIII, Inc.
1491 W. Roosevelt Road
West Chicago, IL 60185

RE: PRELIMINARY SITE INVESTIGATION WORK PLAN
Existing BP Station/Former Amoco Station #3789
10477 120th Avenue
Pleasant Prairie, WI 53158
MES Project No. 7-121029
WDNR BRRTS No: 02-30-557069

Dear Mr. Patel:

Introduction

Midwest Engineering, Services, Inc., (MES) is pleased to submit this preliminary work plan for an underground storage tank (UST) site investigation at the above-referenced location. The site is currently an existing gasoline service station. It was originally developed as an Amoco Station in 1991. The parcel was originally part of a larger agricultural property. It is located at 10477 120th Avenue, in the Village of Pleasant Prairie, Wisconsin. A general site location map is provided as the attached Figure 1.

The scope of services described herein has been developed based on information obtained from existing site conditions, past environmental activities performed by other consultants, and recently performed surface and subsurface water sampling events. The data used for the preparation of this preliminary workplan was collected from geoprobe borings, monitoring wells and soil excavation activities performed on the site in the late 1990s and early 2000s by Delta Environmental (Delta). In addition, data collected by Moraine Environmental (Moraine) and Quality Environmental Services (QES) from approximately May 2011 to July 2012 were reviewed for this workplan. Further, recent test results of surface and subsurface water samples collected by MES were used to prepare this workplan.

Responsible Party and Consultant

Site Name and Location: Existing BP Station/Former Amoco Station #3789
10477 120th Avenue
Village of Pleasant Prairie, WI 53158

Site Operations: The property is currently an existing BP gasoline station.

Responsible Party: Mr. Dixit Patel
VIDHYA Corporation VIII, Inc.
1491 W. Roosevelt Road
West Chicago, IL 60185
Phone: (630) 479-1529

Consultant: Midwest Engineering Services, Inc.
821 Corporate Court, Suite 102
Waukesha, WI 53189
Phone: (262) 521-2125

Project Manager: Patrick J. Patterson P. E., P.G.
Department Manager
Environmental Services

Authorization

Authorization to prepare this Preliminary Site Investigation Work Plan and other ongoing consulting services was provided in the form of a signed acceptance copy of MES Proposal No. 7-12246, dated August 13, 2012, and authorized by Mr. Dixit Patel on August 14, 2012.

Site Features

The Patel parcel is located on the southeast corner of the intersection of 120th Avenue and STH 165 (104th Street), and encompasses approximately 1.4 acres. The site lies within the northeast ¼ of the northwest ¼ of Section 30, in Township 1 North and Range 22 East of Kenosha County. A site diagram is included herein as Figure 2. Currently the site is an existing gas station with a large canopy over the dispenser islands and an asphalt-covered parking area. The topography of the subject site is relatively flat, with a downward slope from south to north. The stormwater collection system consists of four (4) catch basins that collect surface stormwater and roof runoff and diverts the water to the northeast corner of the property to a discharge point into the northern grass-lined ditch.

Background

The site was developed as a gas station in 1991 by Amoco. Prior to this development, it was part of a larger agricultural property. A petroleum release was initially detected by Amoco in 1999 and the site was placed on the LUST list (BRRTS No. 03-30-242791). Petroleum contaminants were detected within samples collected from around the tank system and within

the northern drainage ditch line. Their environmental consultant (Delta Environmental) completed a site investigation and remedial activities at the site. The Delta investigative activities included advancing six soil probes, the installation of nine groundwater monitoring wells, the collection of soil samples, and the collection of groundwater samples and surface water samples near the existing northern stormwater discharge point. All collected soil and water samples were analyzed for the presence of PVOCs, naphthalene, GRO and DRO.

It is understood that redevelopment of the site occurred in 2001. This redevelopment consisted of the razing of the former station building and canopy and the removal of the former dispenser islands and product lines. The Delta remedial activities were generally performed during the redevelopment of the site and included the pumping and disposal of gasoline-impacted water from within the existing gasoline tank basin and in the area of the former canopy footings, and the excavation of approximately 2,807 tons of gasoline-impacted soil from beneath the old piping runs, former canopy pillar, former building footings, and the diesel UST basin. It was not indicated if confirmation soil samples were collected in these areas following the removal of the gasoline-impacted soils. The information indicated that only the diesel UST was replaced and relocated to its current location, while the three (3) gasoline USTs were not removed and are currently in-use on the site.

Additional groundwater monitoring services were performed until 2004, when the site was closed by the Department of Commerce (DCOMM). At the time of site closure, MW-4, which was a former monitoring well near the existing stormwater discharge point, was significantly impacted with gasoline contamination. Further, the investigative activities performed by Delta also included soil borings and well installation on the eastern adjoining Culver's site. Test results indicated that petroleum contamination from the Amoco station had impacted the Culver's parcel and it was placed on the GIS Registry in 2006 as a property that has been impacted by an off site source. Tables of the soil and groundwater analytical test results are attached.

In April 2011, a Village of Pleasant Prairie Fire Department representative observed a petroleum-like sheen within a stormwater catch basin present in the northern portion of the site. In addition, distressed vegetation and a petroleum-like sheen were observed immediately down-gradient of the northern stormwater discharge point. The WDNR was notified of the observed conditions present on the site by the Village and the site was placed on the ERP database as an open case (BRRTS No. 02-30-557069).

In June and July 2011, Moraine Environmental (Moraine) collected a soil sample and a surface water sample from the northern ditch line in the area of the observed sheen. Moraine also advanced eight soil probes and installed one temporary groundwater monitoring well in the probe advanced near the stormwater discharge point and former monitoring well DELTA's MW-4. They analyzed collected soil samples for the presence of PVOCs, naphthalene, GRO, DRO, total lead and polynuclear aromatic hydrocarbons (PAHs). A collected water sample was analyzed for the presence of GRO and PVOCs. The results of Moraine's investigation indicated that the only area of the site with detectable petroleum levels above WDNR standards were detected in soil and water samples collected from their temporary well and the northern ditch line. In addition, no PAHs were detected in the soil samples, with the exception of the soil sample collected from the probe placed in the area of MW-4. Moraine submitted a site investigation report to the WDNR in November 2011. Tables of the soil and groundwater

analytical test results are attached.

From May 2012 to July 2012, Unipump removed the failed flexible piping that was installed by Amoco in 2001 and replaced it with fiberglass piping. During these activities soil samples were collected by Quality Environmental Services (QES) from along the piping runs and submitted for the presence of petroleum contaminants. The test results indicated that contaminants were present in several of the sample locations above current NR 720 RCLs. On July 12, 2012, QES observed the excavation of gasoline-impacted soils from along the northern ditch line. QES collected five soil samples within the ditch line. Two were in the excavated area, while the remaining samples were collected further to the east. The test results of these samples indicated residual petroleum-impacted soils remain within the ditch line.

MES was retained by the responsible party in August 2012. On August 7, 2012, MES collected a surface water sample from the northern ditch line and it was tested for the presence of PVOCs plus naphthalene. A 21,000 gallon "frac" tank has been stationed on the site and groundwater present within the gasoline tank and diesel tank basins has been pumped into this "frac" tank in an attempt to lower the water level within the basins, which is believed to be hydraulically connected to the granular material present along the stormwater system lines and the northern discharge point. MES also collected samples of the water present within the tank basins and they were analyzed for the presence of VOCs and PAHs. The results of the analytical testing of the ditch line samples and tank basin samples are shown on the attached tables.

In conjunction with the ongoing site investigation activities, the responsible party is in the process of installing a groundwater treatment system to remove the known petroleum contaminants present within the gasoline tank and diesel tank basins and also within the granular material associated with the stormwater line immediately up-gradient of the northern stormwater discharge point.

Regional Geology *

The regional soil type in the area of the subject site is the Elliott Silty Clay Loam. The series consists of level to slightly sloping, somewhat poorly-drained loamy soils that developed from a thin silt mantle overlying clay loam and silty clay loam glacial till. Typically, the soils consist of silty clay loam and silty clay. Permeability is moderately slow, and available water capacity is very high.

* United States Department of Agriculture Soil Conservation Service "Soil Survey of Milwaukee and Waukesha Counties, Wisconsin"

Regional Hydrogeology

A review of the United States Geological Survey (USGS) Pleasant Prairie Quadrangle Map indicated that the subject site is relatively flat, with a gentle slope down from west to east. A surface elevation of approximately 700 feet above mean sea level (MSL) was indicated on the subject site. Generally, the topography in the surrounding vicinity slopes from the west towards the east, toward a large wetland area and the Des Plaines River located approximately 3,900 feet east

of the site.

PRELIMINARY WORK PLAN

Purpose

The initial purpose of the proposed preliminary site investigation will be to evaluate the presence of petroleum-impacted soils and groundwater quality at four (4) specific locations on the subject site. In addition, the proposed site investigation will evaluate the vertical and horizontal extent of petroleum-impacted soils potentially present within the northern ditch line and to evaluate the groundwater quality, if encountered. If this initial phase is not sufficient in determining the subsurface conditions or extent of the affected zones within the ditch line, it may be necessary to perform additional exploratory work, in order to fully evaluate site conditions. Based upon the subsurface conditions and review of the analytical data, it may be possible to formulate remedial alternatives, if site conditions warrant.

Field Exploration Scope

The initial field exploration within the northern ditch line will include the advancement of 6 to 8 soil probe borings to a depth of approximately 6 feet below grade. The approximate locations of the proposed soil probes are shown on the attached Figure 3. It is also proposed to install four (4) groundwater monitoring wells, to a depth of about 20 feet below grade. One well will be located in an area generally located between the gasoline and diesel USTs. Another well will be located to the northeast of the dispensers, while another well will be located in the immediate vicinity of the stormwater discharge point, near the northeast property corner. The remaining well will be located near the southwest property corner. These proposed well locations are also shown on the attached Figure 4.

The soil borings will be advanced with a truck mounted drill rig, and samples will be secured continuously throughout the depth of the borings. The soil samples obtained will be subjected to testing in the field with an Hnu Photoionization Detector (PID) with a 11.7 electron volt (eV) lamp, to test for the presence of volatile organic vapor emissions. Selected discrete, companion samples from the most highly impacted zone, from the capillary fringe (smear zone), and/or from an underlying less impacted or non-impacted zone will be submitted for analytical testing. However, this will be adjusted as appropriate to best aid in evaluating the vertical extent of the affected zone.

Monitoring Well Installation

The monitoring well construction will consist of a 10 to 15 foot section of 2-inch diameter, machine slotted PVC screen placed at or near the bottom of the borehole. This will be surrounded by a properly graded granular filter medium in the annular space, with unslotted riser pipe extending from the screened section to about 6 inches below the ground surface. The

remaining annular space above the granular filter medium will be filled to the ground surface with bentonite chips. Locking, compression caps will be used to close the PVC pipe, and flush mounted or stick-up protective covers will be used to protect the wells.

MES will develop the monitoring wells by alternately surging and purging with a bailer, or a low flow pump. The wells will be bailed/pumped until the wells are dry, or until they produce relatively sediment-free water. The development water will be placed into drums until after receipt of the testing results of the wells. Reusable well development tools will be cleaned with a detergent solution and potable water followed with multiple rinses of distilled water prior to development of each well. Water samples for laboratory analysis will be obtained from each well utilizing a single use disposable polyethylene bailer.

Laboratory Analytical Testing

Based upon past analytical test results, the soil samples will be submitted to an analytical laboratory to determine the levels of petroleum volatile organic compounds (PVOCs) and naphthalene. In addition, several of the soil samples will be tested for the presence of polynuclear aromatic hydrocarbons (PAHs).

Based upon past analytical test results, the groundwater samples obtained from each of the monitoring wells will be submitted for analytical testing for the presence of petroleum volatile organic compounds (PVOCs) and naphthalene. In addition, the initial groundwater samples will be tested for the presence of PAHs. Testing will also be performed on one trip blank for quality control purposes.

Groundwater Elevations

Groundwater elevations and the top of casing elevation at each monitoring well will be established using conventional surveying techniques. At this time it is anticipated that the elevations may be referenced to a temporary benchmark, which will be established on site, or will be surveyed to Mean Sea Level. Static groundwater levels within the wells will be measured to the nearest 0.01 feet, prior to obtaining the samples for analysis.

General

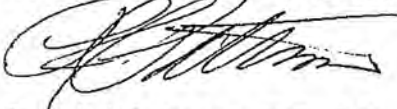
The installation of the monitoring wells, and the sample collection and analysis will be performed in general accordance with the guidelines and codes utilized by the WDNR for such site assessments. The samples for chemical analysis will be properly collected and preserved in containers provided by the laboratory. The samples will be placed on ice and standard chain-of-custody procedures will be utilized. A project engineer or geologist will be on site during the performance of the fieldwork. Following the completion of the field activities and receipt of the analytical results, a report will be prepared in general accordance with NR 716.15 requirements.

Preliminary Site Investigation Workplan
Existing BP Station/Former Amoco Station #3789
Village of Pleasant Prairie, Wisconsin
MES Project No. 7-121029
Page 7 of 7

If you have any questions or comments regarding this site investigation workplan, please contact us at (262) 521 2125.

Sincerely Yours,

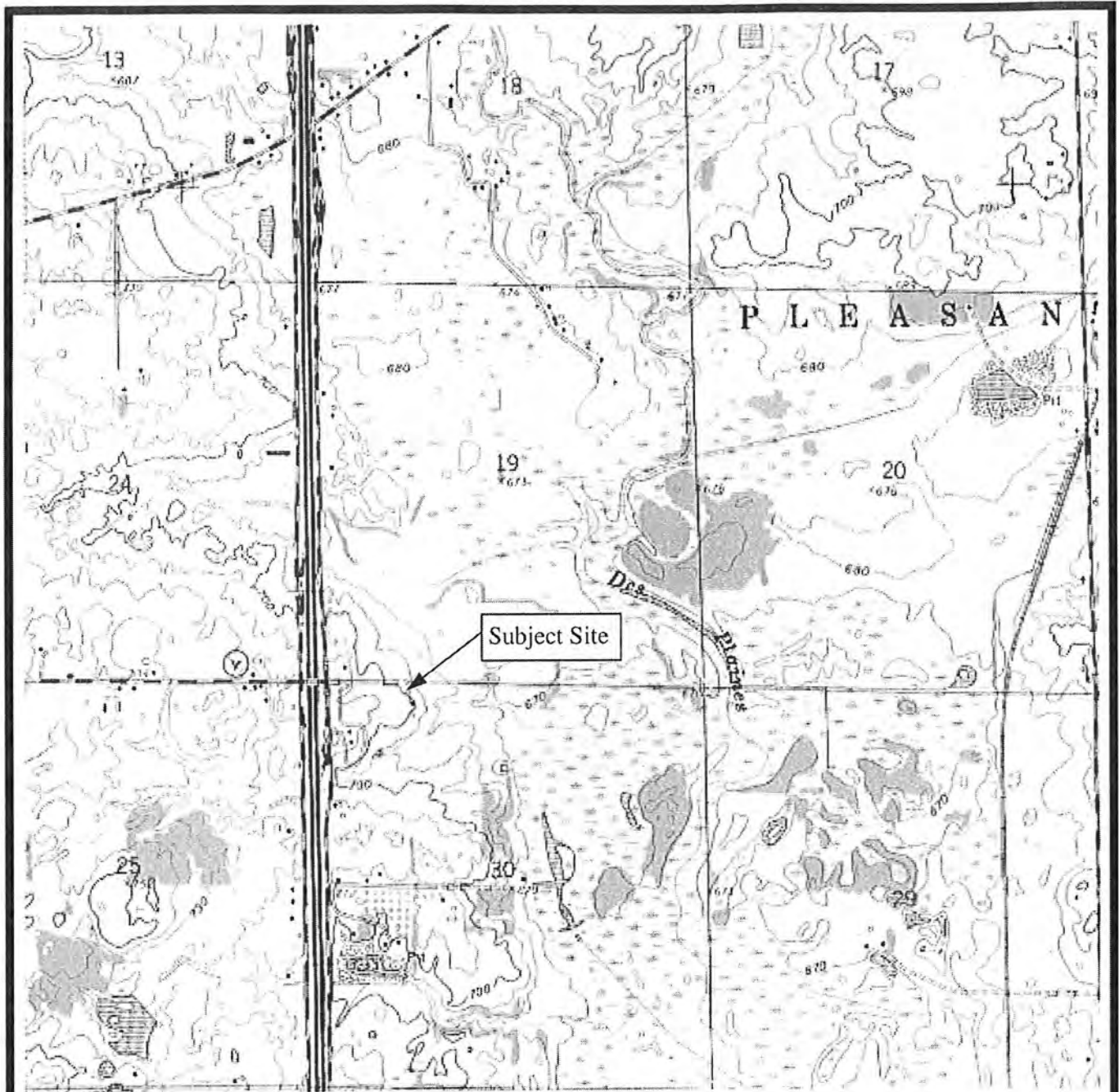
MIDWEST ENGINEERING SERVICES, INC.



Patrick J. Patterson, P.E., P.G.
Department Manager
Environmental Services

Attachments: Figure 1: Site Location Map
Figure 2: Existing Site Features Diagram
Figure 3: Proposed Soil Probe Locations
Figure 4: Proposed Monitoring Well Locations
Summary of Soil Sample Analysis Results – DELTA/Moraine
Summary of Groundwater Sample Results – DELTA
Summary of Surface Water Sample Results – VOCs
Summary of Surface Water Sample Results – PAHs

cc: WDNR – Southeast District



Source: USGS Pleasant Prairie Quadrangle Map, Dated 1958 and Photo-Revised 1971

Site: Northwest 1/4 of Section 30, Township 1 North and Range 22 East, Kenosha County



Existing BP Station/Former Amoco Station
10477 120th Avenue
Pleasant Prairie, Wisconsin

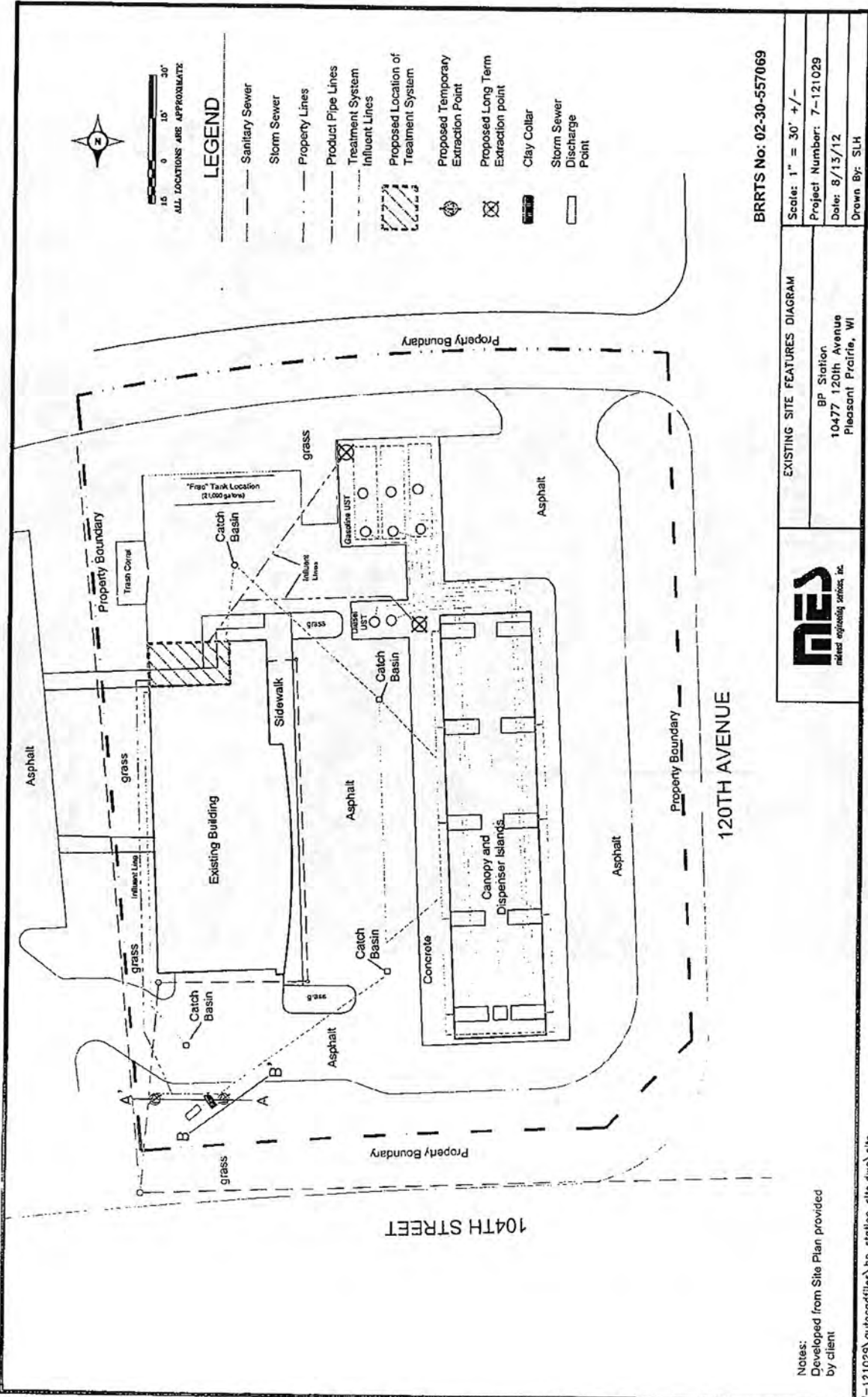
SITE LOCATION MAP

Scale: 1" = 2000' ±

Project No.: 7-121029

BRRTS:02-30-557069

Figure 1



BRRTS No: 02-30-557069

Scale: 1" = 30' +/-
Project Number: 7-121029
Date: 8/13/12
Drawn By: SLH

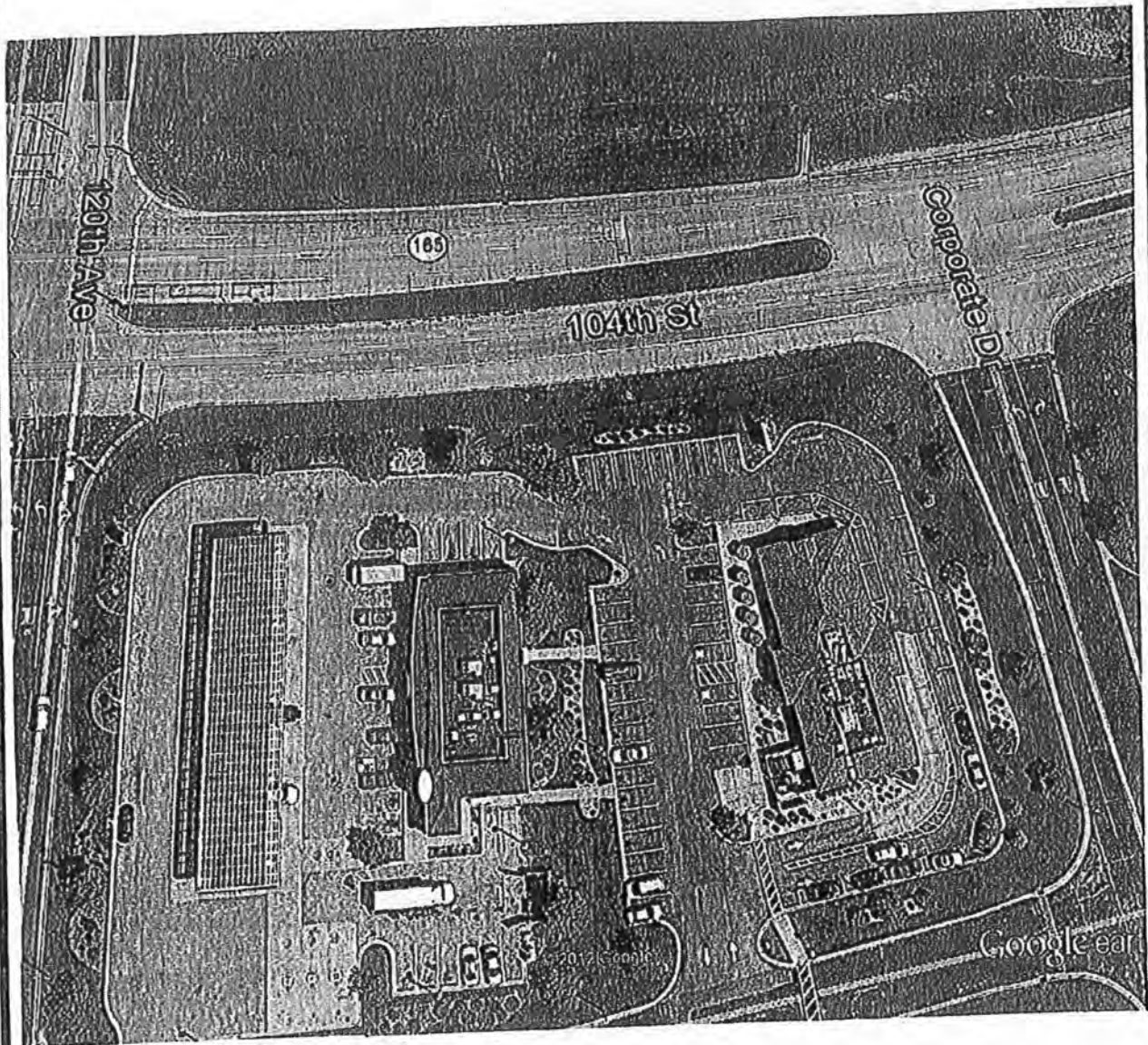
EXISTING SITE FEATURES DIAGRAM
 BP Station
 10477 120th Avenue
 Pleasant Prairie, WI



Notes:
 Developed from Site Plan provided
 by client

7-121029\out\ced\files\bp station site.sld\site

Figure 2



Legend:

●: Approximate Location of Proposed Soil Probe

Intended for the purpose of establishing general site conditions.
 May not be representative of current site conditions.




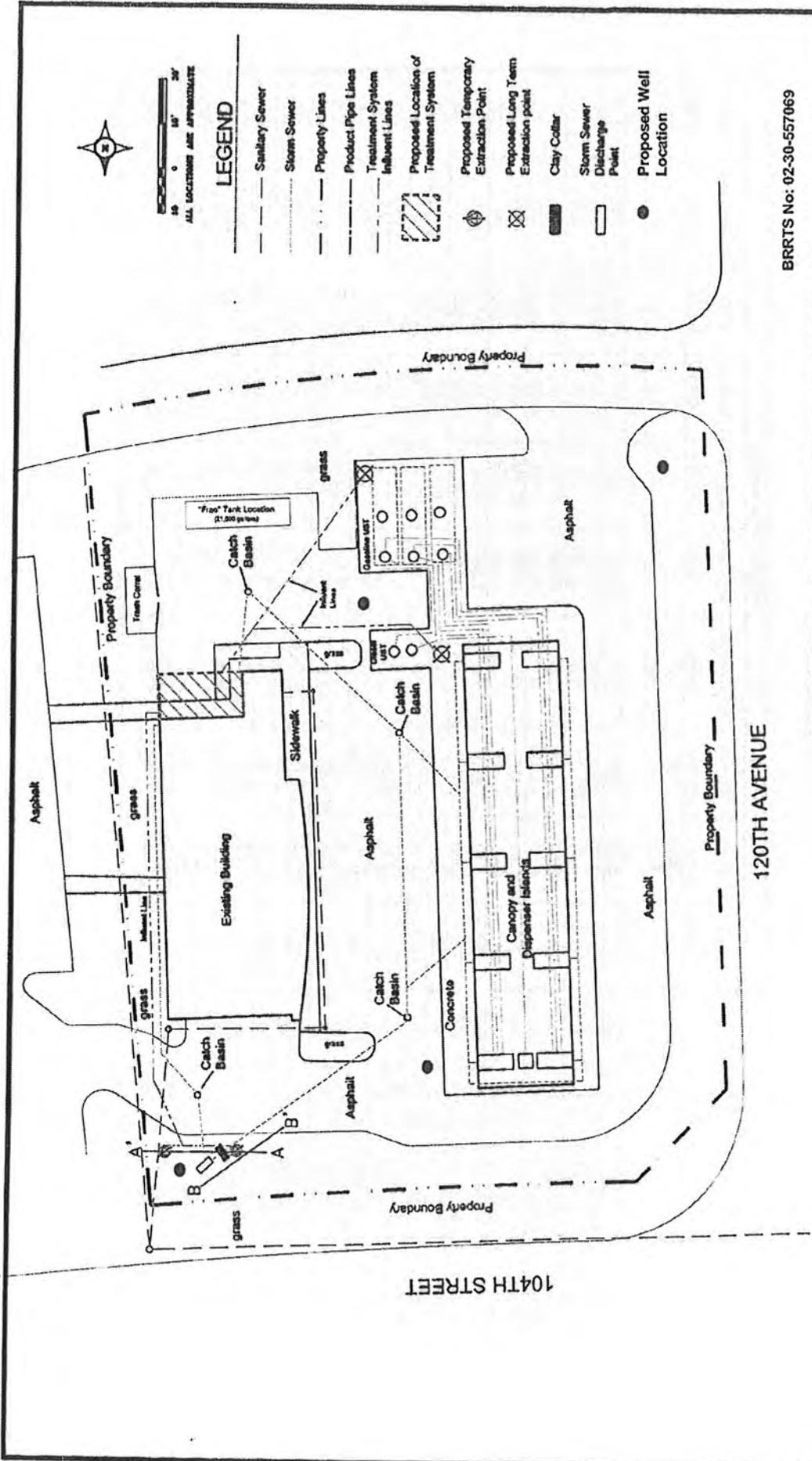
	BP Station/Former Amoco Station #3789 10477 120th Avenue Pleasant Prairie, Wisconsin	Project No. 7-121029
	PROPOSED SOIL PROBE LOCATIONS	BRRTS:02-30-557069

Figure 3



Proposed Monitoring Well Locations	
MEY Water Supply, Inc.	
Scale: 1" = 30' +/-	
Project Number: 7-121029	
Date: 8/13/12	
Drawn By: SLH	

GP Station
10477 120th Avenue
Menomonee Falls, WI

BRRTS No: 02-30-557069

Notes:
Developed from Site Plan provided
by client

7-121029\autocadfiles\hp station site.dwg\site

Figure 4

Table 1
Soil Sample Analytical Results
 BP Service Station No. 3789
 10477 120th Avenue
 Pleasant Prairie, Wisconsin
 Delta Project No. G0-2CB

Boring	Sample Date	Sample Depth Feet	PID IUs	GRO mg/kg	Analytical Parameters									
					Benzene mg/kg	Toluene mg/kg	Ethylbenzene mg/kg	Xylenes mg/kg	1,2,4-TMB mg/kg	1,3,5-TMB mg/kg	MTBE mg/kg	Naphthalene mg/kg	Lead mg/kg	
				100	0.0055	1.5	2.9	4.1	83	11	--	--	--	50
				--	8.5	38	4.6	42	--	--	--	--	--	--
				--	1.1	--	--	--	--	--	--	--	--	--
				175	6.12	19.1	1.63	6.52	7.68	1.93	<0.469	NA	NA	NA
Basin Backfill3	09/09/99	3	NM	9.1	<0.030	0.061	<0.030	<0.090	0.095	<0.030	<0.030	NA	NA	11
MW-1A	06/23/00	5 - 7	0	6.6	<0.031	0.050	<0.031	<0.094	0.053	<0.031	<0.031	NA	NA	12
MW-1B	06/23/00	7 - 9	0	8.1	0.050	0.380	0.062	0.245	0.196	0.032	<0.031	NA	NA	13
MW-2A	06/23/00	5 - 7	0	6.4	<0.031	0.052	<0.031	<0.093	0.057	<0.031	<0.031	NA	NA	12
MW-2B	06/23/00	7 - 9	0	<6.0	<0.030	0.077	<0.030	<0.091	<0.030	<0.030	<0.030	NA	NA	16
MW-3A	06/23/00	5 - 6	0	9.2	0.039	0.307	0.053	0.209	0.184	<0.031	<0.031	NA	NA	12
MW-3B	06/23/00	6 - 8	0	124	3.85	14.9	1.61	7.690	6.08	1.74	<0.031	NA	NA	15
MW-4A	06/23/00	3 - 5	240	7.0	0.064	0.326	0.054	0.145	0.110	<0.030	<0.030	NA	NA	18
MW-4B	06/23/00	7 - 9	100	155	2.5	11.8	1.79	8.57	8.33	2.62	<0.119	NA	NA	NA
GP-1	11/09/00	8 - 10	27	<6.0	<0.030	<0.030	<0.030	<0.090	<0.030	<0.030	<0.030	NA	NA	NA
GP-2	11/09/00	8 - 10	0	<6.1	<0.031	<0.031	<0.031	<0.092	<0.031	<0.031	<0.031	NA	NA	NA
GP-3	11/09/00	8 - 10	0	<5.7	<0.028	<0.028	<0.028	<0.085	<0.028	<0.028	<0.028	NA	NA	NA
GP-4	11/09/00	8 - 10	0	<6.0	<0.030	<0.030	<0.030	<0.090	<0.030	<0.030	<0.030	NA	NA	NA
GP-5	11/09/00	8 - 10	0	<6.4	<0.032	<0.032	<0.032	<0.096	<0.032	<0.032	<0.032	NA	NA	NA
GP-6	11/09/00	8 - 10	0	<5.7	0.792	<0.029	<0.029	<0.041	<0.029	<0.029	<0.029	<0.029	NA	NA
CF-3	10/11/01	3	0	<5.8	<0.029	<0.029	<0.029	<0.041	<0.029	<0.029	<0.029	<0.029	NA	NA
CF-5	10/11/01	3	25	18	0.037	0.087	<0.031	0.123	0.895	0.429	<0.031	0.135	NA	NA
CF-7	10/11/01	3	287	<5.9	<0.029	<0.029	<0.029	<0.041	0.089	0.036	<0.029	<0.029	NA	NA
CF-11	10/11/01	3	0	<6.2	<0.031	<0.031	<0.031	<0.043	<0.031	<0.031	<0.031	<0.031	NA	NA
CF-13	10/11/01	3	0	<5.8	<0.059	<0.059	<0.059	<0.18	<0.059	<0.059	<0.059	<0.30	NA	NA
MW-5	06/07/04	11 - 13	0.1	<6.0	<0.061	<0.061	<0.061	<0.18	<0.061	<0.061	<0.061	<0.31	NA	NA
MW-6	06/07/04	9 - 11	0.7	<6.1	<0.061	<0.061	<0.061	<0.18	<0.061	<0.061	<0.061	<0.30	NA	NA
MW-7	06/08/04	5 - 7	1.0	<5.9	<0.059	<0.059	<0.059	<0.18	<0.059	<0.059	<0.059	<0.30	NA	NA
MW-8	06/08/04	15 - 17	0.4	<6.1	<0.060	<0.060	<0.060	<0.18	<0.060	<0.060	<0.060	<0.30	NA	NA
MW-9	06/09/04	15 - 17	0.0											

Table 1

Soil Sample Analytical Results

BP Service Station No. 3789
 10477 120th Avenue
 Pleasant Prairie, Wisconsin
 Delta Project No. G0-2CB

NOTES:

- < = Not detected at or above the laboratory method detection limit
- GRO = Gasoline Range Organics
- IUS = Instrument Units
- J = Estimated concentration above the adjusted method detection limit and below the adjusted reporting limit
- mg/kg = milligrams per kilogram (equivalent to parts per million)
- MTBE = Methyl Tertiary Butyl Ether
- NA = Not Analyzed for the indicated parameter
- NM = Not Measured
- PID = Volatile organic vapor level as measured with a photoionization detector
- TMB = Trimethylbenzene
- NR 720 RCL = Wisconsin Administrative Code Chapter NR 720 Non-Industrial Generic Residual Contaminant Level
- NR 746 SSL = Wisconsin Administrative Code Chapter NR 746 Table 1 Soil Screening Level
- NR 746 Direct Contact Std = Wisconsin Administrative Code Chapter NR 746 Table 2 Direct Contact Standard (0 - 4 ft)
- "BOLD TYPE"** = The indicated concentration exceeds the NR 720 RCL
- "UNDERLINED TYPE" = The indicated concentration exceeds the NR 746 Table 2 Direct Contact Standard (0 - 4 ft)

BP Connect
10477 120th Avenue
Pleasant Prairie, WI
Table 1 - Soil Results

BRRTS #03-30-242791000000
 Moraine Project #5138

Bore Hole Data				GRO DRO P _b PVOC+Nap											
Bore Hole ID	Date	Sample Depth (feet bgs)	Analysis	DRO	GRO	Total Lead	Benzene	Ethyl-benzene	Methyl-Nit-butyl-ether	Naphthalene	Toluene	1,2,4-Trimethylbenzene	1,3,5-Trimethylbenzene	Total Xylenes	
Unit of Measure:				mg/kg	mg/kg	mg/kg	ug/kg	ug/kg	ug/kg	ug/kg	ug/kg	ug/kg	ug/kg	ug/kg	ug/kg
WDNR NR 720 RCLs/ Lowest PAH Objectives:				250*	250*	50	5.5	2,900	NSE	400	1,500	NSE	NSE	4,100	
WDNR NR 748 SSLs:				NSE	NSE	NSE	8,500	4,600	NSE	2,700	38,000	83,000	11,000	42,000	
North Stormwater Ditch	06/09/11	1-2	DRO GRO PVOC+Nap, PAH Pb	<u>29,700</u>	<u>5,050</u>	42.4	<u>28,400</u>	<u>19,100</u>	<2000	<u>192,000</u>	<u>100,000</u>	<u>581,000</u>	<u>163,000</u>	<u>222,100</u>	
B-1 (SE of Tanks)	07/08/11	11-12	DRO GRO PVOC PAH	<0.98	<3.1	---	<25.0	<25.0	<25.0	---	<25.0	<25.0	<25.0	<75.0	
		19-20	DRO GRO PVOC PAH	1.8J	<3.0	---	<25.0	<25.0	<25.0	---	<25.0	<25.0	<25.0	<75.0	
B-2 (E of Tanks)	07/08/11	13-15	DRO GRO PVOC PAH	1.8J	<3.0	---	<25.0	<25.0	<25.0	---	<25.0	<25.0	<25.0	<75.0	
		18-20	DRO GRO PVOC PAH	2.5	<3.0	---	<25.0	<25.0	<25.0	---	<25.0	<25.0	<25.0	<75.0	
B-3	07/08/11	13-15	DRO GRO PVOC PAH	3.1	<2.9	---	<25.0	<25.0	<25.0	---	<25.0	<25.0	<25.0	<75.0	
		16-20	DRO GRO PVOC PAH	2.2	<3.1	---	<25.0	<25.0	<25.0	---	<25.0	<25.0	<25.0	<75.0	
B-4	07/08/11	14-15	DRO GRO PVOC PAH	3.1	<3.0	---	<25.0	<25.0	<25.0	---	<25.0	<25.0	<25.0	<75.0	
		18-20	DRO GRO PVOC PAH	3.3	<3.1	---	<25.0	<25.0	<25.0	---	<25.0	<25.0	<25.0	<75.0	
B-5	07/08/11	7-9	DRO GRO PVOC PAH	<0.88	<3.1	---	<25.0	<25.0	<25.0	---	<25.0	<25.0	<25.0	<75.0	
		17-20	DRO GRO PVOC PAH	2.7	<3.0	---	<25.0	<25.0	<25.0	---	<25.0	<25.0	<25.0	<75.0	
B-6	07/08/11	10-11	DRO GRO PVOC PAH	8.8	178	---	<u>963</u>	<u>1,990</u>	108 J	---	183	12,900	4,070	<u>6,122</u>	
		17-20	DRO GRO PVOC PAH	2.9	<3.0	---	<25.0	<25.0	<25.0	---	<25.0	56.9J	<25.0	<75.0	
B-7 Behind Bldg. North	07/08/11	11-13	DRO GRO PVOC PAH	1.4J	<3.0	---	<25.0	<25.0	<25.0	---	<25.0	<25.0	<25.0	<75.0	
		21-25	DRO GRO PVOC PAH	2.2	3.8	---	<25.0	<25.0	<25.0	---	<25.0	35.2J	<25.0	<75.0	
B-8 Behind Bldg. South	07/08/11	12-13	DRO GRO PVOC PAH	<0.82	<3.0	---	<25.0	<25.0	<25.0	---	<25.0	<25.0	<25.0	<75.0	
		18-20	DRO GRO PVOC PAH	3.0	<3.0	---	<25.0	<25.0	<25.0	---	<25.0	<25.0	<25.0	<75.0	

Key:
 mg/kg = milligrams/kilogram (equivalent to parts per million or ppm)
 ug/kg = micrograms/kilogram (equivalent to parts per billion or ppb)
 GRO = Gasoline Range Organics
 DRO = Diesel Range Organics
 Blank Spots or NA = Not Analyzed
 RCL = Remedial Contaminant Level (NR 720.09)
 250* = RCL in Non-permeable soil (NR 720.09 (4))
 SSL = Soil Screening Level (NR 748.08)
 NSE = No Standard Established.
 PAH Objectives: Soil Cleanup Levels for Polycyclic Aromatic Hydrocarbons (PAHs) Interim Guidelines, WDNR Publication #RRS19-97, April 1997.
 Underlined results exceed NR 720 RCL/PAH Objectives
 Bold and Underlined results exceed NR 748 SSLs
 J - Compound detected below the Limit of Quantitation (LOQ) and quantity is estimated.
 Estimated quantities (J) that exceed a regulatory limit are not enforceable.

BP Connect
10477 120th Avenue
Pleasant Prairie, WI
Table 1 - Soil Results

BRTS #03-30-242791000000
 Moraine Project #5138

Bore Hole Data				PAHs										
Bore Hole ID	Date	Sample Depth (feet bgs)	Analysis	1-Methyl naphthalene	2-Methyl naphthalene	Acenaphthene	Acenaphthylene	Anthracene	Benzo(a)anthracene	Benzo(a)pyrene	Benzo(b)fluoranthene	Benzo(ghi)perylene	Benzo(k)fluoranthene	Chrysene
Unit of Measure:				ug/kg	ug/kg	ug/kg	ug/kg	ug/kg	ug/kg	ug/kg	ug/kg	ug/kg	ug/kg	ug/kg
WDNR NR 720 RCLs/ Lowest PAH Objectives:				23,000	20,000	39,000	700	3,000,000	17,000	48,000	380,000	8,800,000	870,000	37,000
WDNR NR 746 SSLs:				NSE	NSE	NSE	NSE	NSE	NSE	NSE	NSE	NSE	NSE	NSE
North Stormwater Ditch	08/09/11	1-2	DRO GRO PVOC+ <u>NR</u> PAH Pb	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
B-1 (SE of Tanks)	07/08/11	11-12	DRO GRO PVOC PAH	<3.1	<3.1	<2.9	<3.3	<4.8	<2.9	<3.3	<3.5	<2.7	<3.8	<3.7
		19-20	DRO GRO PVOC PAH	<3.1	<3.1	<2.9	<3.2	<4.7	<2.9	<3.3	<3.5	<2.7	<3.8	<3.7
B-2 (E of Tanks)	07/08/11	13-15	DRO GRO PVOC PAH	4.1J	8.0J	<2.8	<3.2	<4.7	<2.9	<3.3	<3.5	<2.7	<3.8	<3.7
		18-20	DRO GRO PVOC PAH	<3.1	<3.1	<2.9	<3.2	<4.7	<2.9	<3.3	<3.5	<2.7	<3.8	<3.7
B-3	07/08/11	13-15	DRO GRO PVOC PAH	<3.0	<3.0	<2.8	<3.1	<4.8	<2.8	<3.2	<3.4	<2.6	<3.6	<3.8
		18-20	DRO GRO PVOC PAH	<3.1	<3.1	<2.9	<3.3	<4.8	<2.9	<3.4	<3.6	<2.7	<3.8	<3.7
B-4	07/08/11	14-15	DRO GRO PVOC PAH	18.5J	22.6	<2.8	<3.2	<4.7	<2.9	<3.3	<3.5	<2.7	<3.7	<3.7
		18-20	DRO GRO PVOC PAH	3.7J	5.2J	<2.9	<3.3	<4.8	<2.9	<3.3	<3.5	<2.7	<3.8	<3.7
B-5	07/08/11	7-9	DRO GRO PVOC PAH	<3.1	<3.1	<2.9	<3.3	<4.8	<2.9	<3.3	<3.5	<2.7	<3.8	<3.7
		17-20	DRO GRO PVOC PAH	<3.0	<3.0	<2.8	<3.2	<4.6	<2.8	<3.3	<3.4	<2.6	<3.7	<3.8
B-6	07/08/11	10-11	DRO GRO PVOC PAH	379	846	<9.6	<10.9	<15.9	<9.7	<11.2	<11.8	<9.0	<12.7	<12.4
		17-20	DRO GRO PVOC PAH	<3.1	<3.1	<2.8	<3.2	<4.7	<2.8	<3.3	<3.5	<2.6	<3.7	<3.8
B-7 Behind Bldg. North	07/08/11	11-13	DRO GRO PVOC PAH	5.9J	10.7J	<2.8	<3.2	<4.7	<2.9	<3.3	<3.5	<2.7	<3.8	<3.7
		21-25	DRO GRO PVOC PAH	<3.1	<3.1	<2.8	<3.2	<4.7	<2.9	<3.3	<3.5	<2.7	<3.8	<3.7
B-8 Behind Bldg. South	07/08/11	12-13	DRO GRO PVOC PAH	<3.1	<3.1	<2.8	<3.2	<4.7	<2.9	<3.3	<3.5	<2.7	<3.8	<3.7
		18-20	DRO GRO PVOC PAH	3.5J	4.0J	<2.8	<3.2	<4.7	<2.9	<3.3	<3.5	<2.7	<3.7	<3.7

Key:
 mg/kg - milligrams/kilogram (equivalent to parts per million or ppm)
 ug/kg - micrograms/kilogram (equivalent to parts per billion or ppb)
 GRO = Gasoline Range Organics
 DRO = Diesel Range Organics
 Blank Space or NA = Not Analyzed
 RCL = Residual Contaminant Level (NR 720.09)
 250' = RCL in Non-permissible soil (NR 720.09 (4))
 SSL = Soil Screening Level (NR 748.06)
 NSE = No Standard Established.
 PAH Objectives: Soil Cleanup Levels for Polycyclic Aromatic Hydrocarbons (PAHs) Interim Guidance, WDNR Publication #RR519-97, April 1997.
 Underlined results exceed NR 720 RCLs/PAH Objectives
 Bold and Underlined results exceed NR 746 SSLs
 J - Compound detected below the Limit of Quantitation (LOQ) and quantity is estimated.
 Estimated quantities (J) that exceed a regulatory limit are not enforceable.

BP Connect
10477 120th Avenue
Pleasant Prairie, WI
Table 1 - Soil Results

BRRTS #03-30-242791000000
 Moraine Project #53138

Bore Hole Data				PAHs						
Bore Hole ID	Date	Sample Depth (feet bgs)	Analysis	Dibenz (ah)anthracene	Fluoranthene	Fluorene	Indeno (123cd) pyrene	Naphthalene	Phenanthrene	Pyrene
Unit of Measure:				ug/kg	ug/kg	ug/kg	ug/kg	ug/kg	ug/kg	ug/kg
WDNR NR 720 RCLs/ Lowest PAH Objectives:				38,000	500,000	100,000	880,000	400	1,800	8,700,000
WDNR NR 748 SSLs:				NSE	NSE	NSE	NSE	2,700	NSE	NSE
North Stormwater Ditch	06/09/11	1-2	DRD GRO PVOC+Nap, PAH Pb	NA	NA	NA	NA	NA	NA	NA
B-1 (SE of Tanks)	07/08/11	11-12	DRD GRO PVOC PAH	<5.8	<10.2	<5.1	<2.9	<3.6	<4.5	<3.7
		19-20	DRD GRO PVOC PAH	<5.5	<10.2	<5.1	<2.9	<3.6	<4.5	<3.7
B-2 (E of Tanks)	07/08/11	13-15	DRD GRO PVOC PAH	<5.5	<10.1	<5.0	<2.9	21.3	<4.5	<3.7
		18-20	DRD GRO PVOC PAH	<5.5	<10.1	<5.0	<2.9	<3.6	<4.5	<3.7
B-3	07/08/11	13-15	DRD GRO PVOC PAH	<5.3	<9.8	<4.9	<2.8	<3.4	<4.3	<3.6
		16-20	DRD GRO PVOC PAH	<5.6	<10.3	<5.1	<2.9	5.3J	<4.5	<3.8
B-4	07/08/11	14-15	DRD GRO PVOC PAH	<5.5	<10.1	<5.0	<2.9	<3.5	4.6J	<3.7
		18-20	DRD GRO PVOC PAH	<5.6	<10.2	<5.1	<2.9	18.5J	5.1J	<3.7
B-5	07/08/11	7-9	DRD GRO PVOC PAH	<5.6	<10.2	<5.1	<2.9	<3.6	<4.5	<3.7
		17-20	DRD GRO PVOC PAH	<5.4	<10	<5.0	<2.8	<3.5	<4.4	<3.6
B-6	07/08/11	10-11	DRD GRO PVOC PAH	<18.6	34.2	<17.0	<9.7	11.180	<15.1	<12.5
		17-20	DRD GRO PVOC PAH	<5.4	<10	<5.0	<2.8	<3.5	<4.4	<3.7
B-7 Behind Bldg. North	07/08/11	11-13	DRD GRO PVOC PAH	<5.5	<10.1	<5.0	<2.9	7.3J	<4.5	<3.7
		21-25	DRD GRO PVOC PAH	<5.5	<10.1	<5.0	<2.9	<3.5	<4.4	<3.7
B-8 Behind Bldg. South	07/08/11	12-13	DRD GRO PVOC PAH	<5.5	<10.1	<5.0	<2.9	<3.5	<4.5	<3.7
		18-20	DRD GRO PVOC PAH	<5.5	<10.1	<5.0	<2.9	<3.5	<4.4	<3.7

Key:
 mg/kg = milligrams/kilogram (equivalent to parts per million or ppm)
 ug/kg = micrograms/kilogram (equivalent to parts per billion or ppb)
 GRO = Gasoline Range Organics
 DRO = Diesel Range Organics
 Blank Space or NA = Not Analyzed
 RCL = Residual Contaminant Level (NR 720.09)
 250' = RCL in Non-permeable soil (NR 720.09 (4))
 SSL = Soil Screening Level (NR 748.06)
 NSE = No Standard Established
 PAH Objectives: Soil Cleanup Levels for Polycyclic Aromatic Hydrocarbons (PAHs), Interim Guidance, WDNR Publication #RR519-97, April 1997.
 Underlined results exceed NR 720 RCL/PAH Objectives
 Bold and Underlined results exceed NR 748 SSLs
 J - Compound detected below the Limit of Quantitation (LOQ) and quality is estimated.
 Estimated quantities (J) that exceed a regulatory limit are not enforceable.

Table 3
Groundwater Analytical Results
 BP Service Station No. 3789
 10477 120th Avenue
 Pleasant Prairie, Wisconsin
 Delta Project No. G02CB

MW-1											
Date Sampled	Analytical Parameters								Biodegradation Parameters		
	Benzene	Toluene	Ethylbenzene	Total Xylenes	Total TMBs	MTBE	Naphthalene	GRO	DO	REDOX	Dissolved Iron
	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	ppm	mV	ppm
NR 140 ES	5.0	1,000	700	10,000	480	60	40	No Standard			
6/30/2000	DRY WELL										
3/22/2001	<0.13	<0.20	<0.22	<0.23	<0.29	<0.16	<0.46	<50	0.9	013	NM
6/18/2001	<0.13	<0.20	<0.22	<0.23	<0.29	0.18	NA	<50	6.5	200	NM
9/4/2001	<0.13	<0.20	<0.22	<0.23	<0.29	<0.16	NA	<50	1.1	114	NM
7/12/2002	<0.13	<0.20	<0.22	<0.23	<0.29	<0.16	NA	NA	1.6	149	NM
7/22/2004	<1.0	<1.0	<1.0	<3.0	<1.0	<4.0	NA	NA	1.8	022	NM
10/15/2004	<5.0	<5.0	<5.0	<15.0	<5.0	<5.0	<5.0	NA	3.8	023	NM

MW-2											
Date Sampled	Analytical Parameters								Biodegradation Parameters		
	Benzene	Toluene	Ethylbenzene	Total Xylenes	Total TMBs	MTBE	Naphthalene	GRO	DO	REDOX	Dissolved Iron
	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	ppm	mV	ppm
NR 140 ES	5.0	1,000	700	10,000	480	60	40	No Standard			
6/30/2000	<0.10	<0.10	<0.25	<0.25	<0.10	<0.25	<0.25	<50	3.4	190	0.2
6/30/2000 D	<0.10	<0.10	<0.25	<0.25	<0.10	<0.25	<0.25	<50			
3/22/2001	<0.13	<0.20	<0.22	<0.23	<0.29	<0.16	<0.46	<50	1.7	066	NM
6/18/2001	<0.13	<0.20	<0.22	<0.23	<0.29	<0.16	NA	<50	1.4	113	NM
9/4/2001	<0.13	<0.20	<0.22	<0.23	<0.29	<0.16	NA	<50	1.0	120	NM
7/12/2002	<0.13	<0.20	<0.22	<0.23	<0.29	<0.16	NA	NA	2.6	156	NM
7/22/2004	<1.0	<1.0	<1.0	<3.0	<1.0	<4.0	NA	NA	1.7	005	NM
10/15/2004	<1.0	<1.0	<1.0	<3.0	<1.0	<1.0	<1.0	NA	3.4	-012	NM

MW-3											
Date Sampled	Analytical Parameters								Biodegradation Parameters		
	Benzene	Toluene	Ethylbenzene	Total Xylenes	Total TMBs	MTBE	Naphthalene	GRO	DO	REDOX	Dissolved Iron
	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	ppm	mV	ppm
NR 140 ES	5.0	1,000	700	10,000	480	60	40	No Standard			
6/30/2000	<0.10	<0.10	<0.25	<0.25	<0.10	10	<0.25	<50	7.8	135	0.4
3/22/2001	<0.13	<0.20	<0.22	<0.23	<0.29	4.6	<0.46	<50	1.5	80	NM
6/18/2001	1.2	<0.20	0.39	1.4	2.32	8.7	NA	<50	1.2	100	NM
9/4/2001	<0.13	<0.20	<0.22	<0.23	0.46	9.4	NA	<50	1.0	110	NM
MW-3 was removed during the station rebuild in September 2001											

Table 3
Groundwater Analytical Results
 BP Service Station No. 3789
 10477 120th Avenue
 Pleasant Prairie, Wisconsin
 Delta Project No. G02CB

MW-4											
Date Sampled	Analytical Parameters								Biodegradation Parameters		
	Benzene	Toluene	Ethylbenzene	Total Xylenes	Total TMBs	MTBE	Naphthalene	GRO	DO	REDOX	Dissolved Iron
	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	ppm	mV	ppm
NR 140 ES-->	5.0	1,000	700	10,000	480	60	40	No Standard			
6/30/2000	15,000	37,000	1,300	6,800	3,040	<200	1,300	95,000	NM	NM	10+
3/22/2001	8,800	31,000	1,300	7,700	4,470	<32	1,600	80,000	NM	-035	NM
3/22/2001 D	8,800	30,000	1,200	7,300	3,700	<32	1,500	NA			
6/18/2001	6,700	20,000	1,200	6,500	3,450	<32	1,400	52,000	1.1	-047	NM
6/18/2001 D	5,800	19,000	1,200	6,300	3,320	<32	1,400	50,000			
9/4/2001	4,900	18,000	970	5,700	3,250	<64	1,500	54,000	0.8	092	NM
9/4/2001 D	4,800	15,000	900	5,200	3,010	<64	2,000	NA			
7/12/2002	4,100	10,000	1,200	6,100	4,490	<39	NA	NA	0.8	148	NM
7/12/2002 D	3,700	8,600	910	4,800	3,420	<16	NA	NA			
7/22/2004	3,900	8,000	1,100	5,900	4,400	<500	NA	NA	1.0	-100	NM
7/22/2004 D	3,300	6,000	930	5,000	3,900	<400	NA	NA			
10/15/2004	2,380	3,150	835	4,530	3,021	<100	1,080	NA	4.1	-083	NM
10/15/2004 D	2,800	6,100	1,110	6,180	4,287	<100	1,730	NA			

MW-5											
Date Sampled	Analytical Parameters								Biodegradation Parameters		
	Benzene	Toluene	Ethylbenzene	Total Xylenes	Total TMBs	MTBE	Naphthalene	GRO	DO	REDOX	Dissolved Iron
	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	ppm	mV	ppm
NR 140 ES-->	5.0	1,000	700	10,000	480	60	40	No Standard			
7/22/2004	<1.0	<1.0	<1.0	<3.0	<1.0	<4.0	NA	NA	5.4	082	NM
10/15/2004	<1.0	<1.0	<1.0	<3.0	<1.0	<1.0	<1.0	NA	2.7	094	NM

MW-6											
Date Sampled	Analytical Parameters								Biodegradation Parameters		
	Benzene	Toluene	Ethylbenzene	Total Xylenes	Total TMBs	MTBE	Naphthalene	GRO	DO	REDOX	Dissolved Iron
	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	ppm	mV	ppm
NR 140 ES-->	5.0	1,000	700	10,000	480	60	40	No Standard			
7/22/2004	<1.0	<1.0	<1.0	<3.0	<1.0	<4.0	NA	NA	5.4	092	NM
10/15/2004	<1.0	<1.0	<1.0	<3.0	<1.0	<1.0	<1.0	NA	3.1	094	NM

Table 3
Groundwater Analytical Results
 BP Service Station No. 3789
 10477 120th Avenue
 Pleasant Prairie, Wisconsin
 Delta Project No. G02CB

MW-7											
Date Sampled	Analytical Parameters								Biodegradation Parameters		
	Benzene	Toluene	Ethylbenzene	Total Xylenes	Total TMBs	MTBE	Naphthalene	GRO	DO	REDOX	Dissolved Iron
	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	ppm	mV	ppm
NR (40 ES)	5.0	1,000	700	10,000	480	60	40	No Standard			
7/22/2004	<1.0	<1.0	<1.0	<3.0	<1.0	<4.0	NA	NA	3.8	083	NM
10/15/2004	<1.0	<1.0	<1.0	<3.0	<1.0	<1.0	<1.0	NA	2.5	087	NM

MW-8											
Date Sampled	Analytical Parameters								Biodegradation Parameters		
	Benzene	Toluene	Ethylbenzene	Total Xylenes	Total TMBs	MTBE	Naphthalene	GRO	DO	REDOX	Dissolved Iron
	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	ppm	mV	ppm
NR (40 ES)	5.0	1,000	700	10,000	480	60	40	No Standard			
7/22/2004	<1.0	<1.0	<1.0	<3.0	<1.0	<4.0	NA	NA	5.7	094	NM
10/15/2004	<1.0	<1.0	<1.0	<3.0	<1.0	<1.0	<1.0	NA	2.3	099	NM

MW-9											
Date Sampled	Analytical Parameters								Biodegradation Parameters		
	Benzene	Toluene	Ethylbenzene	Total Xylenes	Total TMBs	MTBE	Naphthalene	GRO	DO	REDOX	Dissolved Iron
	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	ppm	mV	ppm
NR (40 ES)	5.0	1,000	700	10,000	480	60	40	No Standard			
7/22/2004	<1.0	<1.0	<1.0	<3.0	<1.0	<4.0	NA	NA	5.2	091	NM
10/15/2004	<1.0	<1.0	<1.0	<3.0	<1.0	<1.0	<1.0	NA	3.0	088	NM

GP-1									
Date Sampled	Analytical Parameters								
	Benzene	Toluene	Ethylbenzene	Total Xylenes	Total TMBs	MTBE	Naphthalene	GRO	
	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	
NR (40 ES)	5.0	1,000	700	10,000	480	60	40	No Standard	
11/10/2000	6,100	5,800	1,000	5,000	2,360	<6.4	NA	46,000	

Table 3
Groundwater Analytical Results
 BP Service Station No. 3789
 10477 120th Avenue
 Pleasant Prairie, Wisconsin
 Delta Project No. G02CB

GP-2								
Analytical Parameters								
Date Sampled	Benzene	Toluene	Ethylbenzene	Total Xylenes	Total TMBs	MTBE	Naphthalene	GRO
	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L
NR 140 ES	50	1,000	700	10,000	480	60	40	No Standard
11/10/2000	50	87	150	260	234	<0.16	NA	2,000

GP-3								
Analytical Parameters								
Date Sampled	Benzene	Toluene	Ethylbenzene	Total Xylenes	Total TMBs	MTBE	Naphthalene	GRO
	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L
NR 140 ES	50	1,000	700	10,000	480	60	40	No Standard
11/10/2000	0.36	<0.20	<0.22	0.40	0.46	0.21	NA	<50

GP-4								
Analytical Parameters								
Date Sampled	Benzene	Toluene	Ethylbenzene	Total Xylenes	Total TMBs	MTBE	Naphthalene	GRO
	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L
NR 140 ES	50	1,000	700	10,000	480	60	40	No Standard
11/10/2000	<0.13	<0.20	<0.22	<0.23	<0.29	<0.16	NA	<50

GP-5								
Analytical Parameters								
Date Sampled	Benzene	Toluene	Ethylbenzene	Total Xylenes	Total TMBs	MTBE	Naphthalene	GRO
	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L
NR 140 ES	50	1,000	700	10,000	480	60	40	No Standard
11/10/2000	<0.13	<0.20	<0.22	<0.23	<0.29	<0.16	NA	<50

GP-6								
Analytical Parameters								
Date Sampled	Benzene	Toluene	Ethylbenzene	Total Xylenes	Total TMBs	MTBE	Naphthalene	GRO
	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L
NR 140 ES	50	1,000	700	10,000	480	60	40	No Standard
11/10/2000	<0.13	<0.20	<0.22	<0.23	<0.29	<0.16	NA	<50

Table 3
Groundwater Analytical Results
 BP Service Station No. 3789
 10477 120th Avenue
 Pleasant Prairie, Wisconsin
 Delta Project No. G02CB

Drainage Ditch 9/9/1999		Analytical Parameters						
Sample ID	Benzene µg/L	Toluene µg/L	Ethylbenzene µg/L	Total Xylenes µg/L	Total TMBs µg/L	MTBE µg/L	Naphthalene µg/L	GRO µg/L
NR 140 ES	510	1000	700	10,000	480	60	40	No Standard
Catch Basin 3	312	1,840	64.2	697	428.4	589	NA	5,840
Drainage Ditch 1	507	591	19.8	234.9	267.8	412	NA	3,420
Drainage Ditch 2	216	12	15.2	14.56	9.37	<0.300	NA	357

NOTES:

< = Not detected at or above the indicated laboratory method detection limit
 µg/L = micrograms per liter
 D = Duplicate sample
 DO = Dissolved Oxygen
 GRO = Gasoline Range Organics
 MTBE = Methyl Tertiary Butyl Ether
 mV = millivolts
 NA = Not Analyzed for indicated parameter
 NM = Not Measured
 NR 140 ES = Wisconsin Administrative Code Chapter NR 140 Enforcement Standard
 NS = Not Sampled
 ppm = parts per million
 REDOX = Reduction/Oxidation potential
 TMBs = Trimethylbenzenes
 "BOLD TYPE" = Indicated concentration exceeds the NR 140 ES

TABLE
BP Service Station No. 3789
BRRTS # 03-30-242791 and # 02-30-557069
MES Project Number 7-121029
SUMMARY OF GRAB WATER SAMPLE ANALYSIS RESULTS (VOCs)

Location	Date Collected	Volatile Organic Compounds (ug/L)									
		Benzene	Ethylbenzene	MTBE	Isopropylbenzene	p-Isopropyltoluene	Naphthalene	n-Propylbenzene	Trimethylbenzenes	Toluene	Total Xylenes
NSWD(a)	6/9/11	2970	414	<19	na	na	na	na	5820	5400	3490
TW-6(a)	7/8/11	1250	130	<7.6	na	na	na	na	1697	1990	1685
North Ditch	8/7/12	74.4	22.8	<0.76	na	na	155	na	364	52	688
Gas Basin	10/9/2012	181	62.2	<2.4	10.9	3.2	108	43.7	630.7	7.5	65.5
Diesel Basin	10/19/2012	1700	34.9	<6.1	<5.9	<6.7	<i>16.4J</i>	<8.1	<i>120.7</i>	93.8	207.5
<i>WDNR PAL (1/2012)</i>		<i>0.5</i>	<i>140</i>	<i>12</i>	--	--	<i>10</i>	--	<i>96</i>	<i>160</i>	<i>400</i>
WDNR ES (1/2012)		5	700	60	--	--	100	--	480	800	2000

NOTES:

WDNR PAL = NR140 Preventive Action Limit

WDNR ES = NR140 Enforcement Standard

NSWD = North Storm Water Ditch

ug/L = micrograms per liter = parts per billion (ppb)

Italicized number indicates concentration exceeds the DNR PAL

Bold number indicates concentration exceeds the DNR ES

na = Not Analyzed

(a) = Grab samples collected by Moraine Environmental

TABLE

BP Service Station No.3789

BRRTS # 03-30-242791 and # 02-30-557069

MES Project No. 7-121029

SUMMARY OF GRAB WATER SAMPLE ANALYSIS RESULTS (PAHs)

		Detectable Polynuclear Aromatic Hydrocarbons (ug/L)									
Location	Date	Acenaphthene	Anthracene	Fluoranthene	Fluorene	1-Methyl naphthalene	2-Methyl naphthalene	Naphthalene	Phenanthrene	Pyrene	
Gas Basin	10/9/12	1.1	<0.52	<0.64	1.0	64.8	8.0	61.1	<1.6	<0.82	
Diesel Basin	10/19/12	<0.15	0.14J	0.38J	<0.15	3.4	4.3	13.1	0.50J	0.34J	
WDNR PAL		--	600	80	80	--	--	10	--	50	
WDNR ES		--	3000	400	400	--	--	100	--	250	

NOTES:

WDNR PAL = NR140 Preventive Action Limit

WDNR ES = NR140 Enforcement Standard

-- = no standard established

Italicized number indicates concentration exceeds the DNR PAL

Bold number indicates concentration exceeds the DNR ES

ug/L = micrograms per liter = parts per billion (ppb)

J = Laboratory estimated concentration



Operation & Maintenance Manual

Carbonair Model MPC-7

Pressurized Carbon Vessel

CONTENTS

1.0 Safety Precautions	1
2.0 Equipment Description	1
3.0 Process Description	2
4.0 Installation	2
4.1 Inspection	2
4.2 Loading & Unloading	3
4.3 Connections	3
5.0 Start-Up	3
6.0 Operation	4
7.0 Trouble Shooting	4
8.0 Maintenance	6
8.1 Fresh Carbon Loading - Dry.....	6
8.2 Spent Carbon Removal - Vacuum.....	7
8.3 Backwash Procedure	7
8.4 Vessel Inspections.....	7
8.5 Gasket Replacement.....	8
8.6 Waste Disposal.....	9
9.0 Spare Part.....	9
10.0 Pressure Drop Chart	9
11.0 Drawings	9
12.0 Specific Operating Parameters	12

1.0 SAFETY PRECAUTIONS

Failure to observe these precautions could result in serious bodily injury and/or property damage.

Be sure to read and understand this O & M manual before beginning operation. If you have any questions, please call Carbonair Environmental Systems, Inc. at (800) 526-4999.

Always wear gloves, eye protection & protective clothing when working with the equipment.

Obtain an activated carbon Material Safety Data Sheet (MSDS) for more detailed safety & handling information (available upon request).

WARNING: *Never enter the MPC-7 vessel without adequate ventilation, proper atmospheric testing and safety equipment. The activated carbon depletes the air of oxygen. Entering the vessel without sufficient ventilation could be fatal. The vessel is considered a confined space and therefore OSHA confined space entry safety procedures must be followed. (29 CFR 1910.146).*

Take time to record your specific operating parameters on page 12.

2.0 EQUIPMENT DESCRIPTION

The Carbonair model MPC-7 carbon adsorber is exceptionally durable and high performing. Its welded steel construction offers superior strength and reliability under all operating conditions. The under drain collection system consisting of a main hub and slotted laterals enables full use of the carbon bed. The interior is double coated with a corrosion resistant epoxy, tested and approved in accordance with AWWA, FDA, and EPA regulations, making the MPC-7 suitable for most industrial, municipal, and potable water applications.

Figure No. 1 - Typical MPC-7 Unit

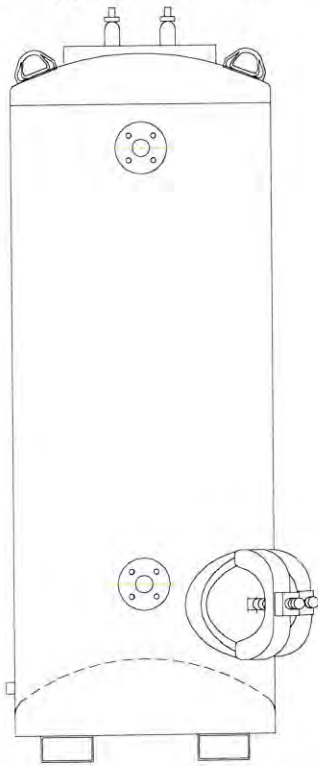


Table No. 1 - MPC-7 Structural Specifications

Design Parameter	Specification
Dimensions	36" dia. X 7' 3" H
Bed Area	7 sq. ft.
Flow Range	4 - 50 gpm
Carbon Capacity	1,000 lbs
Max Operating Pressure	90 psi
Empty Weight	980 lbs
Loaded Weight	1,980 lbs
Operating Weight	3,670 lbs
Spent & Drained Wgt.	3,230 lbs

3.0 PROCESS DESCRIPTION

Carbonair's MPC-7 liquid phase carbon adsorber is designed to provide an efficient and economical means of removing organic contaminants from water. The MPC-7 is a pressurized vessel that holds an appropriately sized bed of granular activated carbon (GAC).

Water is pumped through the vessel containing the

GAC. The contaminants in the water are removed by adsorption as the water moves through the GAC bed. Several types of GAC are available for a variety of applications.

Granular activated carbon is highly porous and has a large surface area for adsorption. Adsorption is the process by which compounds adhere to the carbon surface. The portion of the carbon bed where adsorption occurs is referred to as the "mass transfer zone." The zone moves downward from the top of the bed as the carbon becomes saturated with organic compound. When the bed becomes completely saturated, some or all of the contaminants in the water will "breakthrough." Breakthrough occurs when the contaminant being treated is detected in the water flowing out of the vessel at levels approaching the discharge limit. The carbon should be replaced before this happens to prevent discharge permit violations.

Contaminated water is introduced into the vessel through the inlet connection is distributed evenly over the top of the carbon bed. The pressure created by the influent pump forces the contaminated water down through the carbon bed. Once the water reaches the base of the carbon bed the contaminants have generally been removed. The cleaned water is then collected through a series of slotted lateral pipes and exits the vessel through the outlet connection.

The MPC-7 is a pressurized vessel and is completely filled with water during operation (no air should be in the vessel).

4.0 INSTALLATION

Be sure to carefully read all installation instruction before beginning the installation of the MPC-7 pressurized carbon vessel.

4.1 Inspection

1. Upon receiving the vessel, inspect the tank, fittings, and piping for structural or cosmetic damage.

2. Inspect the vessel interior and exterior for chipped and/or cracked paint. If chipped or cracked paint is identified, particularly on the interior surface, document the location and contact Carbonair immediately.
3. Before the vessel is set vertically in place, an inspection of the internals should be performed. This is necessary because it is possible that during transportation some of the internal piping and/or nuts and bolts may have loosened.

Open both the top and side manway and inspect the inside of the tank using care to not impact any of the internal fittings.

WARNING: *Never enter the MPC-7 vessel without adequate ventilation, proper atmospheric testing and safety equipment. The activated carbon depletes the air of oxygen. Entering the vessel without sufficient ventilation could be fatal. The vessel is considered a confined space and therefore OSHA confined space entry safety procedures must be followed (29 CFR 1910.146).*

4. Check all nuts and bolts to ensure that they are tight and also check each of the laterals.
5. Once this is completed, reinstall the manways. The manway gasket and the manway cover must be centered so it provides a sufficient seal. Tighten both hold-down lugs on the manway before lifting vessel to its designated location. **DO NOT** over tighten. Over tightening the manway cover may cause the gasket to extrude.

NOTE: *Do not operate any pressure vessel that has been structurally damaged. Operation of a damaged pressure vessel could result in personal injury or further damage to the carbon adsorber.*

4.2 Loading & Unloading Vessel

<p>Be sure to follow proper safety procedures when loading & unloading the PC unit.</p>

The MPC-7 adsorber should be unloaded and placed by an appropriately sized crane or forklift operated by an experienced operator. An empty vessel weighs approximately 980 pounds and a loaded one weighs approximately 1,980 lbs – excluding external piping. The carbon adsorber base should be bolted to the concrete pad prior to filling with carbon and operating.

The MPC-7 must be placed on a level concrete pad designed to handle the full operating load of the vessel (refer to Table 1). The carbon adsorber base should be bolted to the concrete pad prior to filling with carbon and operating.

4.3 Connections

Assemble and mount all of the external piping, valves, and instrumentation after the vessel is in place. Make sure that the piping is adequately supported so that excessive load or torque is not placed on the vessel fittings.

5.0 START-UP

If carbon must be added to the vessel, refer to Section 8.1 for specific carbon loading procedures. Fill the vessel with clean water prior to use. Open the bleed air valve to allow all of the air to escape during filling operations.

To ensure optimum performance of the carbon adsorber, the carbon should be thoroughly backwashed prior to its initial use. The backwash will remove most of the carbon fines to allow for better water distribution and reduce pressure drop through the carbon during normal operation. Refer to Section 8.3 for detailed backwashing procedures.

The operating flow range for the vessel is 4-50 gallons per minute. At initial start-up, the pressure drop through the vessel should be approximately 1-5 psi, depending on the flow rate.

6.0 OPERATION

During operation, the pressure drop through the vessel may begin to increase. The differential pressure should be monitored on a regular basis, and should not be allowed to exceed 15-20 psi. If the differential pressure reached 15-20 psi, the vessel should be taken off line and a backwash should be initiated.

Operating the vessel at differential pressures greater than 20 psi may cause damage to the vessel's interior components.

For proper operation, and to prevent possible damage to the vessel, it is important that the vessel remain completely filled with water during operation and temporary shutdown. Bleed any air from the vessel by slowly opening the bleed valve at the top of the unit. The discharge piping configuration should be designed to maintain the level in the tank, and to ensure that a vacuum does not develop in the pressure vessel.

Note: *Be sure never to exceed the maximum design flow rate of 50 gpm or damage to the unit may result.*

7.0 TROUBLE SHOOTING

There are a few situations that may arise while operating the MPC-7 which can adversely effect the performance of the unit and/or result in abnormally high maintenance costs. If these situations cannot be resolved using the following trouble shooting guide contact Carbonair at (800) 526-4999.

Situation #1:

Water cannot be pumped through the vessel at the design flow and pressure. (Pressure drop build up across the vessel).

Probable Cause:

If this occurs, the water flow is being restricted somewhere between the inlet opening and the outlet opening of the vessel (assuming there are no restrictions on the downstream side of the outlet). The most common causes for this pressure drop build up are:

- Sediment/solids in the water stream have clogged the pores in the carbon bed restricting water flow
- Chemical or biological fouling has occurred forming an encrusted layer at the top of the carbon bed
- The slotted lateral pipes at the base of the vessel are clogged with some foreign material

Solution:

- When pressure drop approaches the maximum recommended pressure drop listed in the manual, the system should be shut down and vessel drained to relieve the pressure. Also relieve the pressure on the influent line and check the inlet pressure gauge to ensure the pressure has been relieved. Open the top manway and visually inspect the top of the carbon bed. Be sure not to let the manway gasket fall into the vessel.
- If the top of the carbon bed appears encrusted or has a layer of foreign material on top of it, probe the top of the bed with a rod or chisel. If the bed is encrusted you will need to break up the encrusted layer into granular form prior to backwashing.
- While the vessel is open inspect the influent piping for obvious signs of wear and inspect the walls of the vessel for signs of corrosion or chips in the paint.

-
- Replace the manway cover being sure to remove any carbon from the gasket material as this may cause channels in the seal around the manway and allow some water to leak out.
 - Proceed with the backwash procedure as outlined in Section 8.3 of this manual. This will normally remove the solids from the bed and allow you to resume normal operation.

Note: *If the pressure drop during backwash exceeds the maximum listed in Section 8.4 immediately stop the backwash and call Carbonair for input.*

Situation #2:

Breakthrough occurs much sooner than anticipated.

Probable Cause:

Premature breakthrough can be caused by several factors assuming you are operating at or near the design flow rate:

- Actual concentrations of contaminations may be higher than the design contaminant concentrations.
- Additional contaminants may be present in the water stream that was not taken into account in the design.
- Air in the vessel or flow restrictions may be causing the water to "channel" in the bed, effectively bypassing a portion of the GAC and thereby reducing the bed life.

Solution:

- Sample and analyze your influent water system to determine if the design contaminants are present at or near the design concentrations and that no additional contaminants are present.
- If the contaminants and/or concentrations are significantly different from the design criteria, contact Carbonair for input and a recommended solution.
- If the influent water chemistry is the same as or close to the design criteria, check to make sure that

there are no air pockets in the vessel during operation. Air pockets will cause the water to channel in the carbon bed and may cause premature breakthrough.

- Also, check for encrustation of the carbon. Chemical fouling may cause sections of the bed to become impermeable, which causes channeling. If you discover the carbon is becoming encrusted, be sure to perform frequent maintenance checks of the carbon during operation and break up the encrusted areas. You may also need some type of pretreatment to remove the hardness from the water before it enters the vessel. Call Carbonair if you have any questions.

Situation #3:

GAC in the effluent water.

Probable Cause:

If GAC is detected in the effluent water the under drain laterals have probably been damaged.

Solution:

- Stop the operation immediately. Drain the vessel and remove enough carbon to visually inspect the under drain system. This inspection can best be accomplished through the side manway.

WARNING: *Never enter a carbon vessel without adequate ventilation, proper atmospheric testing and safety equipment. The activated carbon depletes the air of oxygen. Entering the vessel without sufficient ventilation could be fatal. The vessel is considered a confined space and therefore OSHA confined space entry safety procedures must be followed. (29 CFR 1910.146).*

- Inspect the under drain system for cracks or other damage. Replace any damaged pipes and make sure replacement laterals are properly installed. Call Carbonair with any questions.

Situation #4:

Water dripping from the base of the vessel.

Probable Cause:

Water leaks may occur at the inlet and outlet connections on the vessel. In addition, because the water being treated is often 55° F or lower temperatures, significant condensation may occur on the sides of the vessel in hot, humid environments.

Solutions:

- If you detect water draining from the base of the vessel check all connection points and fittings for leaks. Remember that carbon granules on the manway gaskets may cause leaks.
- Also, determine if significant condensation is occurring due to high humidity in the area around the vessel. If extensive condensation is a problem you can either adjust the humidity in the area around the vessel or make sure there is a drain under the vessel to receive the condensate water.

8.0 MAINTENANCE

There are several maintenance tasks that must be performed periodically to ensure continued, trouble free operation. These tasks are discussed in subsequent sections.

8.1 Fresh Carbon Loading - Dry Method

Dry carbon will typically be delivered in 1,000 pound supersacks. Each supersack will have four (4) lifting straps on the top and two drawstring openings on the bottom. The exterior drawstring opening will expose the interior shut with drawstring, which will allow carbon to exit the bag when opened. A quality dust mask and protective clothing should be worn when handling dry, granulated carbon.

Please follow recommended procedure for ease of loading the dry carbon:

1. Confirm that all of the valves on the vessel are closed. Remove the manway on the top of the unit.
2. Fill the vessel approximately 1/4 full of fresh water prior to loading the carbon. This will protect the vessel internals from the falling carbon, and also help limit the carbon dust created during the loading process.

Note: *Loading carbon without water in the vessel may cause damage to the vessel internals.*

<p>When loading carbon, workers must be protected from breathing the fine carbon dust particles - a particle mask is usually sufficient. In addition, eye goggles and protective coveralls are required.</p>
--

3. Lift the supersacks using a crane or forklift, making sure that all of the lifting straps are used. Lift the supersack and position it approximately 6-12 inches above the top manway opening.
4. Untie the exterior drawstring on the bottom of the sack and pull out the carbon chute.
5. Loosen the interior drawstring from the carbon chute and allow the carbon to fall from the sack into the vessel.
6. Repeat until vessel is full.
7. Reinstall the manway and any other equipment.
8. Open air bleed valve and fill vessel with clean water, making sure that no air remains in the vessel..
9. Proceed to the "Backwash Procedure" section in manual.

Note: *If any foreign material begins to come out of the supersack during the carbon loading*

procedure, make sure that the foreign material does not enter the adsorber.

8.2 Spent Carbon Removal – Vacuum Method

Periodically, the spent carbon will have to be removed and replaced to optimize the contaminant removal performance of the unit. The spent carbon must be removed and replaced with new virgin or reactivated carbon.

WARNING: *Before attempting to remove the carbon from the vessel it must be understood that the material may be considered hazardous waste. Consequently, the use of respirators and protective clothing is strongly recommended.*

The spent activated carbon can be sent to Carbonair for reactivation or a licensed reactivation facility for recycling. However, before the contaminated material can be shipped, a "Spent Media Profile" must be completed and sent to Carbonair. Other forms may also be required depending on the hazardous/non-hazardous classification of the contaminants adsorbed. Carbonair will not accept spent carbon until all the necessary forms have been completed.

1. Shut off all water to the tank and open the air bleed valve to relieve any pressure in the tank.
2. Remove the top manway cover.
3. Using a vacuum blower, suck all of the media from the vessel and containerize in DOT approved containers.
4. Inspect the interior walls and piping for chips, crack, or leaks.

8.3 Backwash Procedure

Be sure to read this section completely and understand the procedure before conducting a backwash on the MPC-7 pressurized carbon vessel.

Your pressure vessel will need to be backwashed to eliminate carbon fines prior to start-up, or to eliminate other sediment that may build up in the carbon during normal operation. Backwashing is accomplished by pumping **SEDIMENT-FREE** water from a **CLEAN SOURCE** into the effluent line and out through the influent line at the specified flow rate.

It is critical that sediment-free water be used to prevent clogging inside of the laterals. Clogging of the laterals could cause damage to the vessel internals. It is recommended that the water be filtered through a 100-micron or smaller filter prior to use.

Prior to backwashing you must open the top fitting of the vessel to inspect the top of the carbon bed. Once the top fitting is removed, it is recommended to probe the top of the carbon bed to determine if the top layer of the carbon has hardened or become encrusted due to biological fouling. If the top of the bed is encrusted or hardened, it should be broken up into granular form prior to conducting a backwash. This can be accomplished by piercing the top of the bed repeatedly with metal rod or chisel.

The following guidelines must be followed when conducting a backwash.

Note: *Failure to follow these instructions may result in severe damage to the carbon vessel.*

If the encrusted carbon cannot be broken up in a granular form, DO NOT CONDUCT A BACKWASH. Please call Carbonair immediately for direction (800) 529-4999

1. Connect a water line from your filtered clean water source to the effluent line of the carbon adsorber. Also, you must configure the piping to the influent line so that it is possible to view the discharge of the backwash that will be discharged from the influent line.

Remember to use only clean, sediment-free water for backwash. The water should be virtually free from suspended solids and preferably should be filtered prior to introduction to the vessel. Filtration can be accomplished by using a bag filter (100 micron or smaller).

2. It is very important that the pressure differential (DP) between the effluent and influent line be closely monitored during backwash. This pressure differential can be monitored by reading the pressure gauges on the influent line and effluent lines.

The DP between the effluent and influent lines must not exceed 20 psi. DP greater than 20 psi may cause damage to the internal piping assembly in the carbon vessel.

If you have any questions about monitoring the pressure differential, please call Carbonair for input prior to conducting a backwash. Carbonair can provide you with pressure gauges if your system is not currently equipped with gauges.

If the pressure differential exceeds 20 psi at any time during the backwash, the pump should be

immediately shut down to avoid damage to the vessel internals.

3. The recommended backwash flow rate for your vessel is 8-12 gpm per square foot surface area, which is a flow rate of 55-85 gpm for a MPC-7. When initiating backwash, the flow rate to the vessel should be started very low and then gradually increased to the recommended flow rate as the pressure differential allows. The flow should be regulated by a manual valve prior to the effluent port of the vessel. The DP should be closely monitored during this increase in flow rate.

Note: If there are any questions regarding any of these instructions, please call Carbonair before initiating backwash.

Carbonair will not be held liable for damage to the vessel, personal injury, or other damages to property or body caused by improper operation during backwash or normal operation

8.4 Vessel Inspections

Inspect the internal pipes for cracks and other signs of wear. Also inspect the tank sidewalls for signs of corrosion or chips in the paint. If signs of wear or damage are present, contact Carbonair for recommended service procedures.

WARNING: *Never enter a carbon vessel without adequate ventilation, proper atmospheric testing and safety equipment. The activated carbon depletes the air of oxygen. Entering the vessel without sufficient ventilation could be fatal. The vessel is considered a confined space and therefore OSHA confined space entry safety procedures must be followed. (29 CFR 1910.146).*

Continued use of a damaged vessel may cause other problems. Carbonair will not be responsible

for any damage caused by operation of a damaged vessel.

8.5 Gasket Replacement

The manway gasket should last many years before needing to be replaced. If the gasket is damaged and a new gasket is required, call Carbonair for assistance.

8.6 Waste Disposal

Proper disposal of spent carbon is essential. Be sure to follow all local, state and federal regulations for handling, storing, transportation, disposal and reactivation of spent carbon.

9.0 SPARE PARTS

When ordering spare parts, refer to the drawings at the end of the manual. Be sure to provide the vessel model and the complete description of the part.

10.0 PRESSURE DROP CHART

The pressure drop chart (below) shows the pressure drop in inches of water at different liquid flow rates through the MPC-7 liquid-phase pressurized carbon vessel with 1,000 pounds of virgin CECA GAC 30 Carbon @ 55°F.

11.0 DRAWINGS

An assembly drawing has been included to simplify the parts identified and ordering process. A parts list is included.

Figure No. 2 - MPC-7 Pressurized Carbon Vessel - Pressure Drop Chart

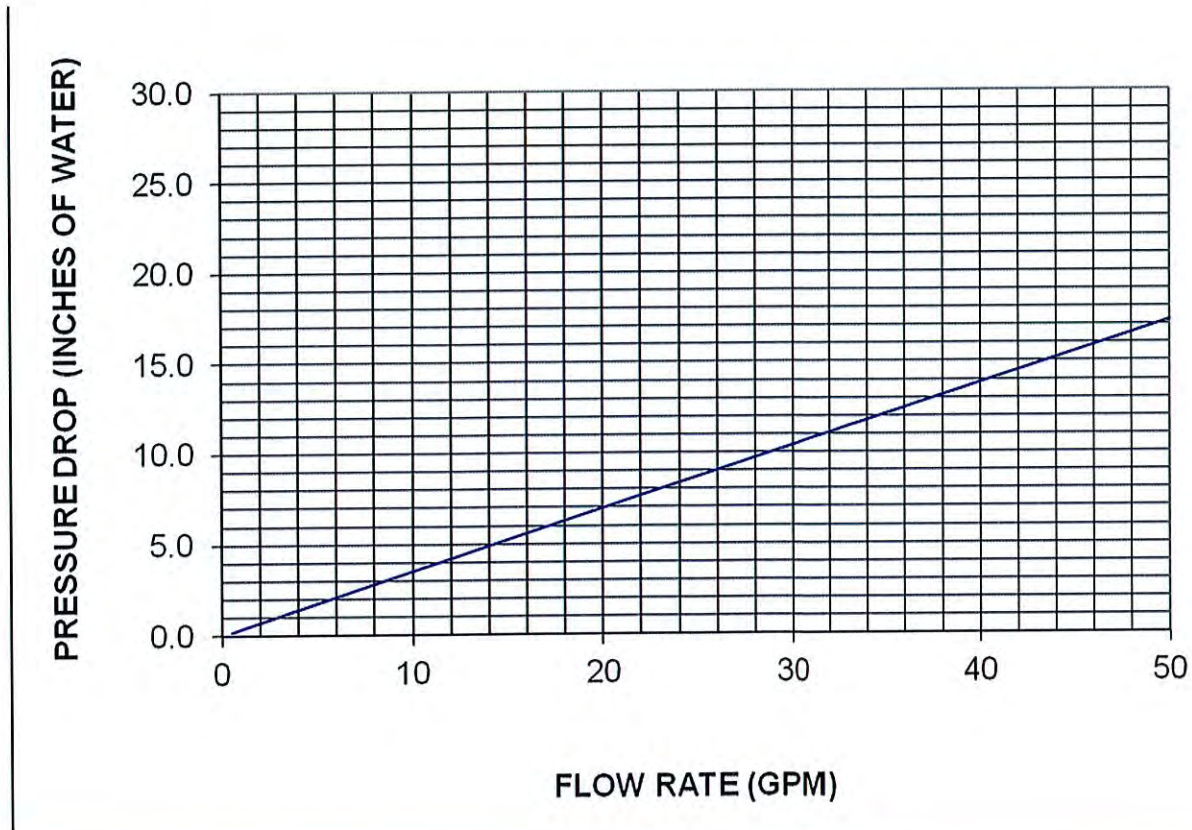


Figure No. 3 MPC-7 Assembly Drawing

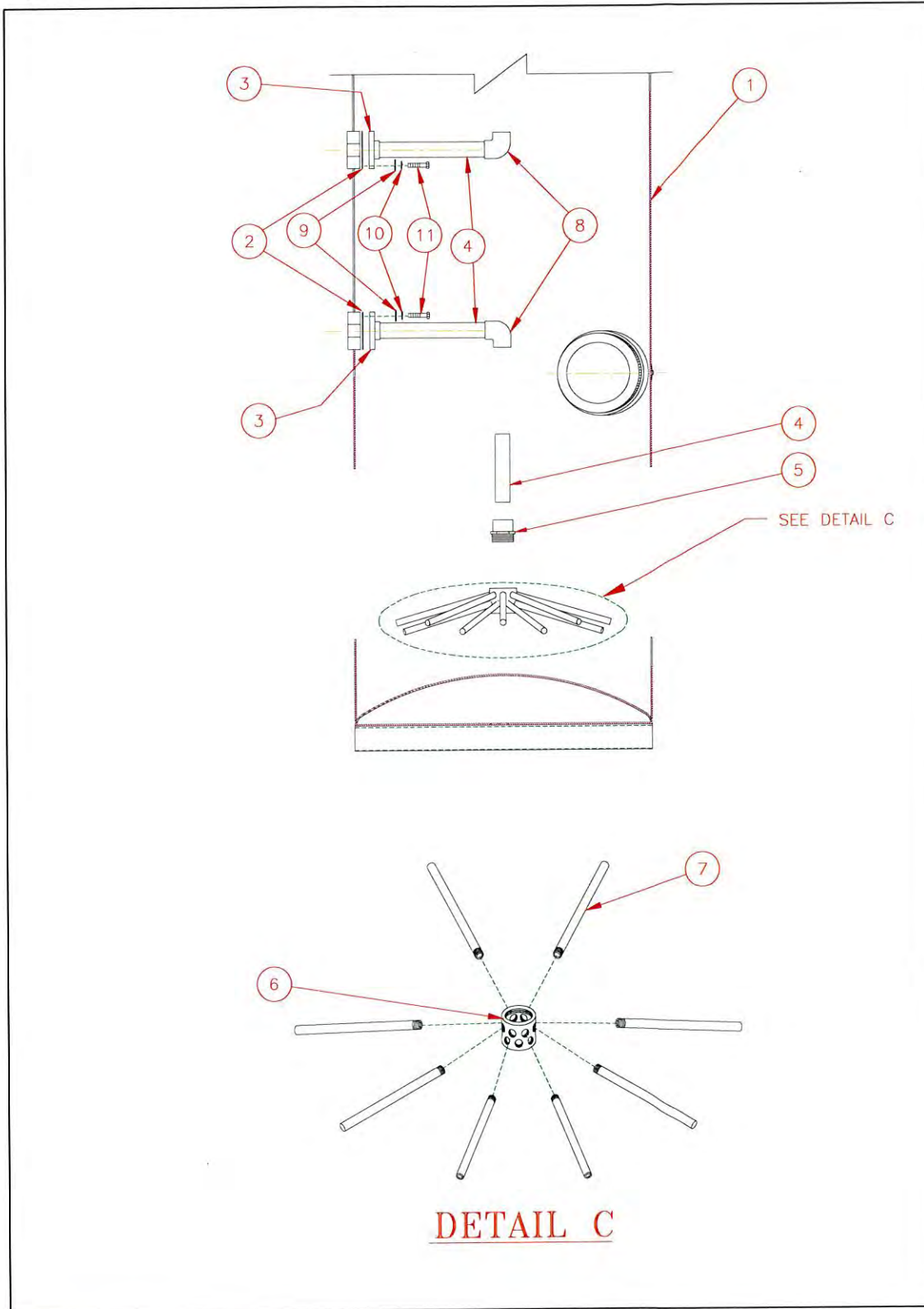


Table No. 2 MPC-7 Assembly Drawing Parts List

#	Description	Part No.	#	Description	Part No.
1	Pressure Vessel MPC-7	214115	7	Lateral 3/4" NPT x 15" PVC	127013
2	2" Flange Gasket	107552	8	2" PVC elbow	107422
3	2" PVC flange	107390	9	Flat Washer 5/8"	111167
4	2" PVC Pipe	107406	10	Lock Washer 5/8"	111150
5	2" Socket x MPT adapter	108146	11	Hex Head Bolt SST 5/8"	111175
6	Distribution Hub 2" 8 Out PVC	214263			

12.0 SPECIFIC OPERATING PARAMETERS

Record Operating Parameters at start-up.

Water Flow Rate: _____

Inlet Water Pressure: _____

Outlet Water Pressure: _____

Water Temperature: _____



Bag Filter Operation

Warning – Safety Information

1. The housings can cause serious damage if improperly used.
2. Housing are rated for 150 psi, but hosing and piping may not be rated this high.
3. Do not open housing when the system is under pressure. Always relieve all pressure in the housing before opening the housing lid (this can be done by using the air bleed valve on top).
4. Stop all flow of liquid before opening lid.

Start Up/Operation

1. Select and install the correct size micron filter bag. To install, open lid and slide filter bag inside the metal filter basket. Make sure the filter bag is “seated” to the top of the basket and tightly close the lid.
Note: We normally recommend a 25 micron or less filter bag to protect carbon adsorbers.
2. Make sure all water connections are made and valves are open or closed as necessary.
3. Open vent plug on lid to allow air to escape from housing.
4. When housing body is full, liquid will escape from the vent. Close the vent.
5. Open the outlet connection and fully open the inlet connection. Housing is now operating properly.

Removal of Spent Filter

1. When the differential pressure (this is the difference between the inlet and outlet pressure gauges) across the housing reaches approximately 20 psi, the filter bag(s), need to be changed.
Note: It may take days or weeks for the differential pressure to reach 20 psi, but the differential pressure will rise very quickly when it approaches 20 psi. You may also need to change the filter bag before 20 psi because of reduced water flow rates.
2. Relieve pressure through the sample tap on lid and drain using valve near the bottom of housing.
3. Loosen eye nuts on housing, and swing the lid to gain full access to the inside of the housing.
4. Pull the filter out of the basket and discard the filter in accordance with all local and federal laws.
5. Remove filter baskets and clean thoroughly.
6. Debris and sludge should be removed from the housing, to prolong filter efficiency.
7. Install filter basket and new filter bag in housing and follow the start up procedure.

Replacement Bag Filters	Carbonair Part Number	Replacement Bag Filters	Carbonair Part Number	Replacement Parts	Carbonair Part Number
1 Micron	210118	50 Micron	210027	Oil Removing	166980
5 Micron	210019	75 Micron	210029	Lid O-ring	214737
10 Micron	210020	100 Micron	210030	Basket O-ring	214738
25 Micron	210025	250 Micron	211548		

For Technical Support or to place an order call Carbonair Environmental Systems.

Minnesota 800-526-4999

Virginia 800-204-0324 Texas 800-893-5937 Florida 800-241-7833

Peggy Herrick

From: Jean Werbie-Harris
Sent: Friday, November 09, 2012 4:02 PM
To: J. Michael McTernan (jmm@addmlaw.com); 'Donald P. Gallo'; Tim Geraghty (tgeraghty@wi.rr.com); 'Linda Sicilia (linda@ggplawyers.com)'; 'Priti Patel (ddwc1@sbcglobal.net)'; 'Pat Patterson (ppatterson@midwesteng.com)'; Mike Pollocoff; Mike Spence; Tom Shircel; Peggy Herrick; DJ Burns (djburns@drakeceg.com)
Subject: FW: Additional Information needed for BP
Attachments: Figure 4-Ground water Monitoring well locations.pdf; Fire Comments BP Carbon Treatment Room 11-8-12.pdf; VPP-EC-1B Commercial EC App.pdf
Importance: High

The Village has reviewed the additional information submitted on November 6, 2012 regarding BP Amoco and the following additional information shall be submitted for Village staff review. The Village staff would like to discuss this information with you on Monday, November 12 at 11:00. (Due to the time constraints given to review the materials, please note that this email is being sent by the Community Development Department based upon information available to us today, additional comments or concerns not contained in this email may be part of the Monday's discussion).

Additional information needed:

1. Compliance with the **attached** memorandum from the Fire & Rescue Department dated November 8, 2012. The additional information requested by the Fire Chief shall be submitted.
2. The following changes are required to be made to the Preliminary Site Investigation Work Plan dated November 5, 2012:
 - a. The sampling shall include lead as this has been present in the past;
 - b. Figure 2: Details on the clay collar or temporary extraction point or Sections A-A or B-B;
 - c. Figure 3: The proposed soil probes shall be centered on the ditch;
 - d. Figure 4: Six (6) proposed groundwater monitoring wells shall be installed as shown on the **attached** in the locations previously proposed by the Village's Environmental Consultant including an additional well appropriately located in the vicinity of the underground storage tanks and one well on the east side of the property
3. Your letter indicated that the Remediation Plan was included in the Preliminary Site Investigation Work Plan. This Work Plan does not provide the required information. A Remedial Action Plan and Remedial Design Report that is compliant with NR 700 shall be submitted to the Village and approved by the WI DNR.
4. Compliance with the WI DNR WPDES Permit issued on November 2, 2012. A copy of said permit shall be provided to the Village.
5. A Work in the Right-of-Way Permit is required to be obtained from the Wisconsin Department of Transportation prior to any work commencing with the right-of-way of STH 165. A copy of the permit shall be provided to the Village.

Additional items that are required as part of the Conditional Use Permit (CUP) including Site and Operational Plans and Planned Unit Development (PUD) include:

1. The facility and site shall be equipped with fully functioning and operational security cameras both inside and outside the facility at each entrance and exit and a Digital Security Imaging System (DSIS) will be required to be installed in accordance with the requirements of Chapter 410 of the Village Municipal Code. The required DSIS Agreement will be drafted by the Village for review and

approval of the Village Board. The location and number of security cameras shall be provided and approved by the Village Police Chief. At a minimum the DSIS Agreement will require the following:

- a. The security cameras shall be inaccessible to employees. Conspicuous signs shall be posted at the entrance stating that security cameras with an inaccessible recording device is in place on the premises. Said system shall be maintained in working order at all times and the Village of Pleasant Prairie Police Department shall be promptly provided any requested video. The recording shall be kept in an archive for a minimum of two weeks and the Pleasant Prairie Police Department shall have remote access to the system to monitor and download video.
 - b. The parking lot shall be illuminated to provide sufficient lighting for the public's safety and for the security cameras to operate effectively per the Village's satisfaction.
 - c. A clear and unobstructed view of the cash registers and transaction areas shall be maintained from the internal 30-foot wide on-site circulation access roadway.
 - d. The building shall be equipped with and shall use an inaccessible drop safe.
 - e. Between 10:00-12:00 p.m. and 5:00-7:00 a.m. at least two (2) employees shall be working on-site unless the business has taken measures to protect a lone clerk such as the installation of bullet resistant glass or other equipment as approved by the Police Department, making the lone employee inaccessible.
 - f. Installation and full operation of a hold-up alarm, which is monitored by a UL listed central station with functioning telephone service, shall be used at the BP station building.
 - g. The cash register shall not be left unattended for periods of time when the convenience store is open to the public.
 - h. A height strip shall be located at each doorway entering and exiting the convenience store.
2. The Site and Operational Plans shall include a Lighting Plan. The following shall be shown on the plans:
- a. The location of the proposed lights shall be more shown on the Site Plan.
 - b. The lighting details and specifications shall be shown on the plans for parking lot and exterior building lightings.
 - c. The parking lot lights shall be silver to match the building.
 - d. Note on the plans that the lights shall be directed downward and not produce a glare or distraction to the adjacent roadways and properties.
 - e. All exterior lighting shall be of the same color and brightness.
 - f. The concrete bases shall not exceed 12 to 18 inches above grade and shall be located within landscaped areas.
 - g. All lighting details shall be in good working order, properly maintained, repaired as needed, painted and well-kept.
 - h. The parking lot shall be illuminated to provide sufficient lighting for the public's safety and for the security cameras to operate effectively per the Village's satisfaction.
3. The plans do not provide information regarding the roof drainage. Downspouts shall be tied into the on-site storm sewer system and not be discharged onto existing pavement. Revise the Plans.
4. Landscaping on the site shall be installed, watered, weeded, trimmed and maintained in good condition at all times. Litter and debris shall be removed from the landscaping on a daily basis. Damaged, dying or dead plant material shall be removed and new plantings shall be installed on a regular basis. Mulch shall be raked in place on a regular basis and replaced yearly. On the Landscape Plan Identify specifically what new landscaping is proposed to be planted and when.

In order to obtain the required erosion control permit to replace the northerly outfall manhole and to properly dispose of any contaminated soils that may have to be excavated during said storm sewer repairs the following needs to be submitted:

1. The **attached** Erosion Control Permit Application.
2. A drawing with specifications of the proposed work (which should be part of the Remedial Action Plan and Remedial Design Report).
3. Explanation of how the contaminated soils will be monitored and removed and where they will be taken (which should be part of the Remedial Action Plan and Remedial Design Report).
4. WI DNR approval of the Remedial Action Plan and Remedial Design Report that is compliant with NR 700.

The permits for the footing and foundation permit/building addition cannot be issued until all of the items above are addressed and the Plan Commission and Village Board approves the CUP including Site and Operational Plans, PUD and Settlement Agreement.

Jean

Jean M. Werbie-Harris

Community Development Director

Village of Pleasant Prairie

9915 39th Avenue

Pleasant Prairie, WI 53158

Telephone: 262-925-6717

Facsimile: 262-925-6787

Email: jwerbie-harris@plprairiewi.com

Web site: www.pleasantprairieonline.com



VILLAGE STAFF MEMORANDUM

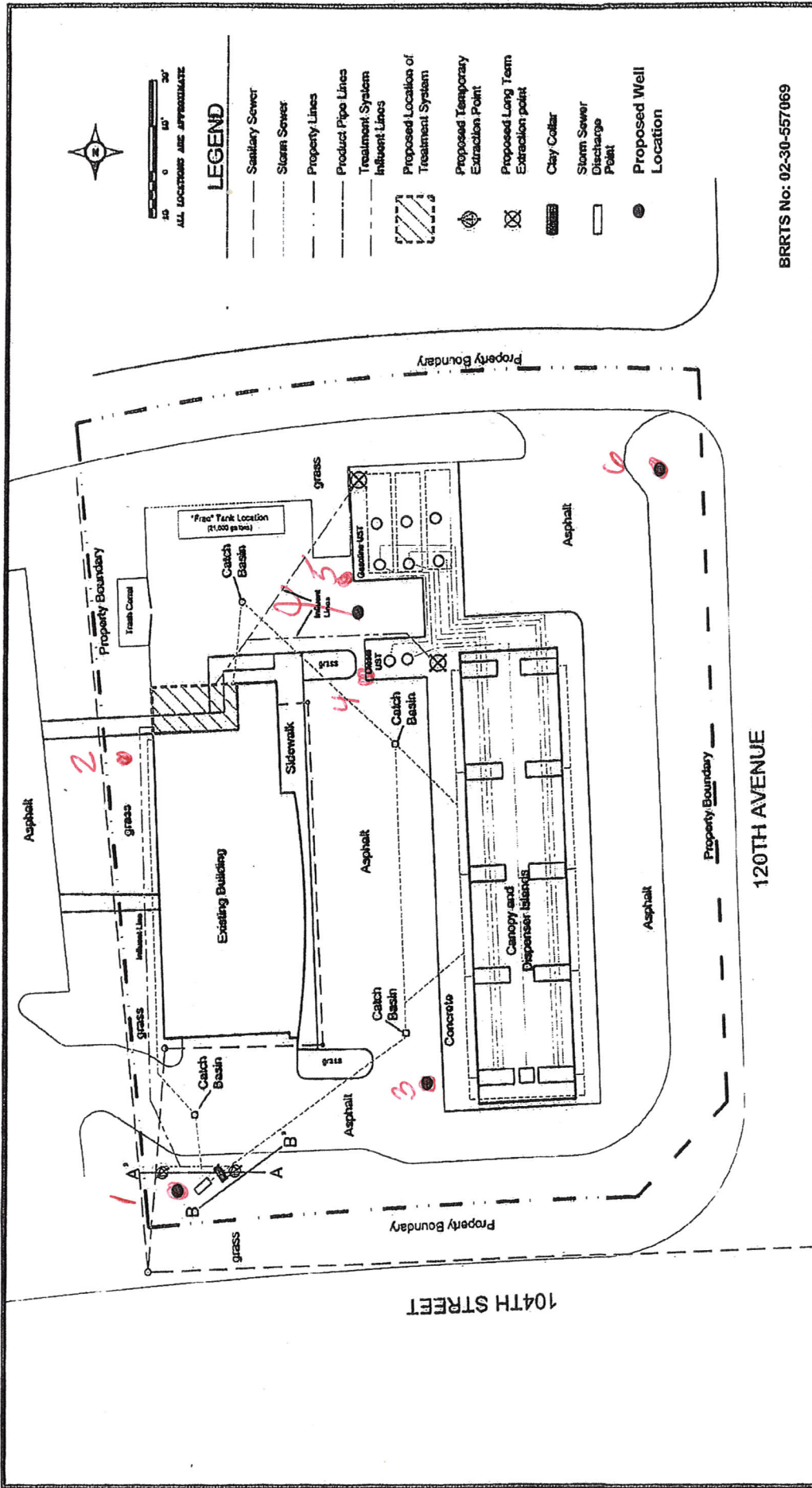
TO: Jean Werbie-Harris, Community Development Director
FROM: Doug McElmury, Chief Fire & Rescue Department
CC: Lt. Thomas Clark, Fire & Rescue Department
Peggy Herrick, Assistant Planner, Community Development
SUBJECT: Review BP Carbon Treatment Room
DATE: November 8, 2012

This is a review for the 450 sq. ft. addition to the BP Amoco to house the Carbon Treatment Equipment


Fire and Rescue Department comments are based on the information given by BP.

1. A letter shall be submitted to the Fire & Rescue Department prior to receiving a building permit, stating that the project will comply with all requirements addressed within this document.
2. Further information shall be submitted about the carbon treatment equipment that will be installed in the room. The information shall include the operation, hazards and maintenance procedures for the equipment. The information submitted may generate additional requirements from the Fire & Rescue Department. The following information that needs to be provide to complete the review:
 - a. Per the Carbonair Operation and Maintenance Manual the Granular Activated Charcoal (GAC) in the vessels need to be replaced as part of a routine maintenance program. Is the ceiling height adequate to facilitate access to the top of the vessel safely?
 - b. How will the Carbonair system be connected into the stream of storm water once the frac tank is removed? What will be the effect on the system in flooding conditions?
 - c. Who will perform the maintenance on the Carbonair system? The vessel is a Permit Required Confined Space. The means that that whoever services the vessel must be trained in the OSHA Confined Space Entry, air monitoring with the proper meters, a permit system is in place, a trained Attendant is standing-by, a rescue service is trained and available in a minutes, etc.
 - d. Where is the contaminated GAC going to be stored?
 - e. What quantity of contaminated GAC will be on site?
 - f. What is the flash point of the GAC?

- g. Where and how will the contaminated GAC be disposed of?
 - h. What is the operational plan for replacing the GAC? The GAC is a hazardous substance in that it absorbs oxygen and creates an oxygen deficient atmosphere especially in a small room such as the room the equipment will be located in. What will be done to protect not only the person servicing the equipment, but other employees and the public?
3. Building keys to allow access into the space must be given to the Fire and Rescue Department. Keys will be secured in the Knox Box.
 4. A fire extinguisher shall meet NFPA 10 (Portable Fire Extinguishers) for the specific use of the building. The company providing the fire extinguishers shall submit a letter to the Fire & Rescue Department stating the location and size of the extinguisher are in compliance with NFPA 10.
 5. Exit and Emergency Lighting shall be provided and shall have battery backup. A combination units is acceptable and recommended. An Emergency Generator eliminates the need for battery backup. Exit and Emergency Lighting shall not be placed on electrical circuits that cannot be disturbed or interrupted, this is for test purposes. These circuits shall be clearly labeled.
 6. An Occupancy Inspection conducted jointly with the Building Inspection Department shall be conducted upon completion of construction of the room.
 7. MSDS sheets shall be submitted for all products and chemicals.
 8. Occupancy permit fee will apply, fee will be: \$ 50.00.
 9. Re-Inspection fees may apply if subsequent trips need to be made.



BRRTS No: 02-30-557069

		Proposed Monitoring Well Locations	
		Scale: 1" = 30' +/-	Project Number: 7-121029
		BP Station: 10477 120th Avenue Pleasant Prairie, WI	
		Date: 8/13/12	
		Drawn By: SLH	

Notes:
Developed from Site Plan provided
by client

7-121029\autocadfiles\bp station site.dwg\site

Figure 4

Draft 11/14/12

**AGREEMENT REGARDING DIGITAL SECURITY IMAGING SYSTEM
("DSIS")
BETWEEN THE VILLAGE OF PLEASANT PRAIRIE
AND VIDHYA CORP, VIII, INC.**

THIS AGREEMENT regarding the Digital Security Imaging System (DSIS) (hereinafter referred to as the "Agreement"), is entered into this _____ day of _____, 2012, by and between the VILLAGE OF PLEASANT PRAIRIE, WISCONSIN, a Wisconsin municipal corporation with offices located at 9915 39th Avenue, Pleasant Prairie, Wisconsin 53158 (referred to as the "Village") and Vidhya Corp, VIII, Inc., a corporation with a business address for BP Amoco as 10477 120th Avenue, Pleasant Prairie, WI 53158 (referred to as "Vidhya"). In this Agreement Vidhya is referred to as the "Owner".

WITNESSETH:

WHEREAS, the Owner of the real estate commonly known as the BP Amoco gasoline station #3789 is legally described as being a part of the Northwest One-Quarter of U.S. Public Land Survey Section 30, Township 1 North, Range 22 East of the Fourth Principal Meridian, in the Village of Pleasant Prairie, Kenosha County, Wisconsin and having Village Tax Parcel Number 92-4-122-302-0130 collectively known as the "Owner's Property" in this Agreement; (**Exhibit A**) and

WHEREAS, the Owner desires to proceed with the re-development of the BP Amoco gasoline station and AM/PM convenience store ("BP Amoco") on the Owner's Property to be located at 10477 120th Avenue in the Village, consisting of approximately a **4,200**-square foot gasoline station and convenience store on a 1.36-acre development site; and

WHEREAS, the BP Amoco gas station and convenience store is a self-service gasoline and diesel station, selling petroleum products to consumers of passenger vehicles and light trucks. It does not service or sell petroleum products to over-the-road trucks, cabs or other specialized commercial or construction vehicles. In addition, BP operates a convenience store under the brand name AM/PM that provides various grocery store and automobile supplies and accessories, along with a quick service restaurant, bakery, self-service coffee bar and soda fountain, and an e-commerce area for computerized assistance with weather and traffic information. The quick service restaurant provides seating for approximately 12 people and quick food selections of bakery items, sandwiches, soups and salads. The facility also provides separate men's and women's washrooms, and various other related convenience service amenities, including but not limited to, vacuum cleaners and compressed air for automobile maintenance, automated teller

machine, along with the sale of alcohol and tobacco products as authorized by its license; and

WHEREAS, The Owner's Property is presently zoned B-4, PUD, Freeway Service Business District with a Planned Unit Development Overlay and the gasoline station District with a Conditional Use Permit and Planned Unit Development Overlay District (PUD), which zoning classification allows the development of commercial automotive sales and service retail space subject to **Conditional Use Permit #12-10 (Exhibit B)** and in accordance with **Village Zoning PUD Ordinance #12-40 (Exhibit C)**. The PUD was adopted by the Village Board of Trustees (the "Village Board") on November 19, 2012; and

WHEREAS, the Village Plan Commission conditionally approved the **Conditional Use Permit** and **Final Site and Operational Plans** for the BP Amoco store on the Owner's Property on November 19, 2012 subject to a number of conditions, one of which was the execution of this Agreement and the installation and operation of a DSIS for the Property; and

WHEREAS, the Village has asserted and the Owner agrees that the BP Amoco site will require security provisions pursuant to Village regulations in order to maintain a safe and enjoyable experience for customers and for the protection of the gasoline station/convenience store; and

WHEREAS, the Owner further agrees to be in compliance with Village Municipal Code Chapter 410 entitled, "Security Ordinance" through the implementation and use of a DSIS which is described in **Exhibit D** attached hereto, that monitors the exterior public access areas and driveways of the Owner's Property located in the Village; and

WHEREAS, the DSIS will afford the opportunity for the public safety departments (e.g. the Village Police Department and Village Fire & Rescue Department) to visually examine the gasoline service station islands, convenience store and site will provide emergency response personnel with a live visual assessment of any emergency situation in advance of arrival without placing an undue burden on the Village taxpayers; and

WHEREAS, the implementation and usage of the DSIS will greatly aid law enforcement agencies in subsequent criminal investigations and prosecutions because of the advanced visual assessment of the Property as it may pertain to a person or persons (personal identification), a location (scene identification) and/or a situation (action identification) in emergency situations; and

WHEREAS, Section 410-7 of the referenced Security Ordinance Chapter of the General Code of the Village provides the authority to the Community Development Department to have the discretion, on a case by case basis, to determine the adequacy, ownership and easement requirements of the DSIS. Further, the Community Development Department has the right to waive certain requirements of Chapter 410

pertaining to the details of the security system, and the Department has agreed to do so, based upon this Agreement being executed between the parties; and

WHEREAS, the Owner and the Village Community Development Department have reached an agreement under Section 410-7 that the Owner shall install, inspect and maintain the DSIS per the Village's Security Ordinance requirements, except as modified by this Agreement. Further, the Owner shall grant an **Access Easement** to the Village allowing access and maintenance rights to the DSIS system and areas associated with the DSIS insofar as the Village has the right, but not the obligation, to maintain the DSIS system at the Owner's cost, if the Owner fails to do so; and

WHEREAS, the Owner recognizes that the Village may incur some inspection or maintenance costs with respect to the inspection or maintenance of the DSIS system on the Owner's Property and said costs shall be invoiced to the Owner and the Owner has agreed to reimburse the Village for certain referenced costs related to the DSIS program.

NOW, THEREFORE, in consideration of the promises and covenants contained herein, the sufficiency of which is hereby acknowledged, the Owner and the Village agree as follows:

1. Video Surveillance and Easement Requirements. As a pre-condition to the Village granting any verbal or written building occupancy permits or approvals required by the Owner for BP Amoco to be occupied, the Owner shall install, make operable and usable to the satisfaction of the Village, the on-site DSIS for security surveillance purposes. The DSIS shall be the system described in **Exhibit D** which was created pursuant to the proposal prepared by _____ with offices located at _____, for the Owner, with the plans and video surveillance hardware specifications dated _____, which is incorporated herein by reference. The Owner will hire a qualified contractor who shall install the DSIS. During the installation of the DSIS as provided herein, the Village shall have the right to inspect the DSIS at the Owner's expense. After the installation, Village inspection and system testing is complete, and if it meets with the approval of the Village, the Village shall notify the Owner of the Village's acceptance of the DSIS. The Owner agrees to sign and deliver to the Village copies of any and all documents (e.g. DSIS installation and warranty information, copies of paid invoices for the work performed, copies of contractor lien waivers and an as-built drawing of the DSIS) that are reasonably requested by the Village to confirm such installation and operation of the DSIS to the Village. The DSIS shall be installed with at least a one (1) year warranty from the manufacturer and installer. The Owner shall be solely responsible for the costs for the purchase and installation and the subsequent ongoing maintenance of the DSIS.

In the event that the Owner alters the building, adds on to the building or otherwise changes or increases the development on their Property, such Owner shall be responsible for installing, at the Owner's sole expense, such additional cameras and other exterior DSIS as the Village determines are necessary and appropriate to carry out the purposes of this Agreement. The initial DSIS system installed in accordance with **Exhibit D** and any future additions to such system as exterior building alterations or changes within the development or new or additional development takes place on the Owners' Property, shall all be referred to as the "DSIS" for purposes of this Agreement.

a. Digital Security Imaging, Storage Devices, Related Equipment and Easements Required.

(i) The DSIS shall provide for surveillance of the exterior building perimeters, rear and side areas, walkways, other common areas and parking lots entrances within the development. The DSIS as described in **Exhibit D** shall adequately cover the Owner's Property as the Village deems reasonably necessary. If any changes or expansions are made to any portion of the Owner's Property, the determination as to the number and type of cameras which are reasonably necessary for the Village's surveillance needs shall rest within the reasonable discretion of the Village. All parties acknowledge it is the intent of the parties that the DSIS camera equipment will be located on exterior light standards of the Owner's Property and attached via non-penetrating mounts, or upon parking lot light poles and light standards, as shown on **Exhibit D**. BP Amoco will utilize its best efforts to ensure that the DSIS is as aesthetically tasteful and architecturally harmonious as reasonably possible. Without limiting the discretion of the Village under this Paragraph, the parties agree that any cameras and systems which are consistent with those contained in **EXHIBIT D** are aesthetically tasteful, architecturally harmonious and satisfactory to all parties.

(ii) The DSIS will function as set forth in **Exhibit D** and as deemed necessary by the Village, which shall function continuously, whether the business is open or closed and shall provide visible surveillance to the above described areas during hours of daylight and darkness. As such, sufficient light, as determined by the Village, shall be provided during the evening or night-time hours to guarantee the function, operation and clear viewing by the camera system.

(iii) The Owner agrees to provide the DSIS in a secured location within the BP Amoco facility on the Owner's Property that will be accessible for inspection and electronically accessed via a vpn internet connection with the assistance of the Owner. The Owner shall provide access as provided herein upon reasonable verbal or written advance notice to Owner. Notice given twenty-four (24) or more hours in advance shall conclusively be deemed reasonable and notice given less than twenty-four

(24) hours in advance may also be reasonable depending upon the circumstances.

(iv) The Owner agrees to be responsible for all financial costs associated with the monthly billings for the utilities, electricity and high speed internet business connection for the DSIS equipment by making payments directly to the utility and communication companies. The Owner shall also be responsible for the heat, electricity and routine maintenance of the secured security area which houses the DSIS equipment.

(v) All digital video recorded by such system shall be archived in the secured area for a period of not less than two (2) weeks and shall be available to the Village for public safety purposes directly through Internet Protocol (IP) transmission via the Village's area-wide data network and shall also provide a "real time", "live look" surveillance capability via that same network. The Village Police Department shall have log-in capabilities to the DSIS "live-look" system on the Property independent of the Owner's personnel. Proper software security keys and logins will be provided to the Village Police and IT Departments to provide immediate access to both "real time" access as well as historical video as required.

(vi) The Owner shall grant a permanent Access Easement to the Village allowing access and maintenance rights, if the Owner fails to maintain the DSIS, to all such systems, equipment, devices and areas associated with the DSIS. The Village shall have the right, but not the obligation, to maintain the DSIS system at the financial cost of the Owner. All expenses incurred by the Village for the maintenance of the DSIS shall be paid to the Village by the Owner within ten (10) business days following written demand by the Village. At the time of the execution of this Agreement by the Owner, the Owner shall also execute the recordable Access Easement document attached hereto as **Exhibit E** and incorporated herein by reference.

b. Costs for the Video Surveillance System.

(i) The Owner shall have exclusive ownership and sole responsibility for the installation, operation, monitoring and maintenance of the DSIS. The Owner further covenants to operate and maintain the DSIS in good condition and repair. The Owner shall be responsible for the: (a) costs of installation, (b) internet connection for the DSIS with a static IP address assigned to the DSIS connection and (c) inspection, equipment maintenance, repairs, insurance, and replacement and upgrading of the DSIS as necessary with such upgrading as needed being only for a reasonably comparable replacement of any equipment then being used in the DSIS.

(ii) As referenced above, the Owner has agreed to provide utilities to serve both the DSIS equipment and the secured area housing the DSIS. The Owner, at its sole cost and expense, shall also provide a conduit running to the security cameras as described in **Exhibit D** for low voltage as well as a separate conduit running to the cameras for high voltage. The Owner shall provide a business broadband internet connection

to serve the DSIS. This broadband internet connection shall represent a clear, non-pixelated video image transmission to the Village Police Department and shall be reasonably acceptable to the Village IT Department.

c. Termination. The Owner may not terminate the DSIS at any time without prior written approval and notice from the Village. The Owner shall notify the Village Police Department Dispatch Center via the telephone and by U.S. mail to the persons as noted below whenever the DSIS is inoperable or the DSIS is unusable due to maintenance or testing. Further, if the DSIS is deemed by the Village as being inoperable or unusable for a time period in excess of 30 days without notification to the Village, the Owner shall be deemed to be in violation of Section 410 of the Village Code.

2. Miscellaneous.

a. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. The parties agree that any dispute under this Agreement shall be venued only in the Circuit Court for Kenosha County.

b. Attorneys Fees and Interest. If either party defaults in the performance or observation of any of the terms, conditions, covenants or obligations contained in this Agreement and the complaining party places the enforcement of all or any part of this Agreement in the hands of an attorney, or if that party incurs any fees or out-of-pocket costs in any litigation, negotiation or transaction, the party that substantially prevails in any such dispute shall be reimbursed for its actual attorneys' fees and costs incurred thereby, whether or not litigation is actually commenced. Any sums not paid when due, including without limitation any maintenance fee, shall, in addition to all other amounts owed under this Agreement or applicable law, accrue interest from the due date until paid at eighteen percent (18%) per annum.

c. Entire Agreement. This Agreement contains the entire understanding among the parties and supersedes any prior understanding and agreements between them respecting the within subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between or among the parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.

d. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement, or the application thereof to any party or circumstance, shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to the other party or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

e. Binding Agreement. This Agreement shall be binding on the parties and their successors and assigns and shall continue as a covenant and servitude running in perpetuity with the Owner's Property. This Agreement may be recorded with the Kenosha County Register of Deed's Office against the Owner's Property.

f. Notices. Any notice which a party is required or may desire to give the other party shall be in writing and may be delivered (1) personally by United States registered or certified mail, postage prepaid, or (2) by Federal Express or other reputable courier service regularly providing evidence of delivery (with charges paid by the party sending the notice). Any such notice shall be addressed as follows (subject to the right of a party to designate a different address for itself by notice similarly given):

If to the Owner:

Dixit Patel
VIDHYA Corp VIII, Inc.
1491 W. Roosevelt Road
West Chicago, IL 60185
Telephone: 630-202-6724
E-mail: ddwcl@sbcglobal.net

If to the Village:

Village of Pleasant Prairie
9915 39th Avenue
Pleasant Prairie, WI 53158
Attn: Michael R. Pollocoff, Village Administrator

And to the Village:

Village of Pleasant Prairie
Community Development Department
9915 39th Avenue
Pleasant Prairie, WI 53158
Attn: Jean M. Werbie-Harris,
Community Development Director

And to the Village:

Village of Pleasant Prairie
Police Department
8600 Green Bay Road
Pleasant Prairie, WI 53158
Attn: Village Police Chief

g. Amendment. This Agreement may not be amended, altered or modified except by an instrument in writing and signed by the parties hereto.

h. Ordinance. The DSIS program under this Agreement shall be deemed to be sufficient to meet the current requirements set forth in Chapter 410 of the Village Municipal Code.

i. Village's Contractors and Work. Any contractor that may come onto any Owner's Property on behalf of the Village shall carry a non-deductible (a) commercial general liability insurance policy, including (but not limited to) contractor's liability coverage, contractual liability coverage, completed operations coverage, broad form property damage endorsement and contractor's protective liability coverage, to afford protection, with respect to personal injury, death or property damage of not less than One Million Dollars (\$1,000,000) per occurrence combined single limit/One Million Dollars (\$1,000,000) general aggregate (but not less than \$500,000 per location aggregate); (b) comprehensive automobile liability insurance policy with a combined single limit for each occurrence of not less than Three Hundred Thousand Dollars (\$300,000) with respect to personal injury or death and property damage; and (c) worker's compensation insurance policy or similar insurance in form and amounts required by law. The Village shall carry similar amounts and types of insurance when it enters onto any Owner's Property, provided, such insurance may be provided through the municipal insurance plan of the Village.

j. Liens. Notwithstanding the provisions of this Agreement, the Owner shall pay promptly all persons furnishing labor or materials with respect to any work performed by the Owner or its contractors on or about any Owner's Property. If any mechanic's or other liens shall at any time be filed against any Owner's Property by reason of work, labor, services or materials performed or furnished, or alleged to have been performed or furnished, the Owner shall forthwith cause the same to be discharged of record or bonded.

k. Signing of Documents. Each party shall sign and deliver any documents which this Agreement requires such party to sign, no later than ten (10) days following written request by another party.

IN WITNESS WHEREOF, VIDHYA Corp VIII, Inc. has executed this DSIS Agreement on this _____ day of _____, 2012.

Signatures are on the next pages.

VILLAGE OF PLEASANT PRAIRIE, WISCONSIN:

By: _____
Name: John P. Steinbrink
Title: Village President

ATTEST:

Name: Jane M. Romanowski
Title: Village Clerk

STATE OF WISCONSIN)
)SS:
KENOSHA COUNTY)

This Agreement was acknowledged before me in Pleasant Prairie, WI on November ____, 2012 by JOHN P. STEINBRINK and JANE M. ROMANOWSKI as the duly authorized President and Clerk, respectfully, of the Village of Pleasant Prairie, a Wisconsin municipal corporation.

Signature of Notary Public

Typed or Printed Name of Notary Public

Notary Public, Kenosha County, State of Wisconsin
My Commission expires: _____
(is permanent)

EXHIBIT A
TO AGREEMENT REGARDING DSIS SECURITY SYSTEM

LEGAL DESCRIPTION
[Attached hereto]

EXHIBIT B

TO AGREEMENT REGARDING DSIS SECURITY SYSTEM

**VILLAGE CONDITIONAL USE PERMIT #12-10
(Attached hereto)**

EXHIBIT C

TO AGREEMENT REGARDING DSIS SECURITY SYSTEM

**VILLAGE PLANNED UNIT DEVELOPMENT (PUD) ORDINANCE #12-40
(Attached hereto)**

EXHIBIT D

TO AGREEMENT REGARDING DSIS SECURITY SYSTEM

**DSIS PLAN, HARDWARE DETAILS AND NARRATIVE
[Attached hereto]**

EXHIBIT E

TO AGREEMENT REGARDING DSIS SECURITY SYSTEM

**ACCESS EASEMENT
[Attached hereto]**

ACCESS EASEMENT

DRAFT

This ACCESS EASEMENT is entered into this _____ day of _____, 2012 by and between the Grantor, VIDHYA Corp., VIII, Inc., a corporation (the "Landowner") and the Grantee, the VILLAGE OF PLEASANT PRAIRIE (the "Easement Holder").

RECITALS

A. The Landowner is the owner of certain real estate in the Village of Pleasant Prairie, Kenosha County, Wisconsin, which is legally described in **Exhibit A** and incorporated herein by reference (collectively the "Landowner's Property").

B. The Easement Holder has entered into a Security Agreement with the Landowner for the right but not the obligation for the installation and maintenance of an exterior Digital Security Imaging System ("DSIS") upon Landowner's Property for security surveillance purposes (the "Agreement").

C. In connection with the above-referenced Agreement, the Landowner has agreed to convey to the Easement Holder access and maintenance rights to all such systems, devices and areas associated with the DSIS.

D. The Easement Holder acknowledges and agrees that the Landowner will utilize the Landowner's Property for a gasoline station and convenience store, commonly known as the BP Amoco Store # 3789 ("BP Amoco"), and the Easement Holder shall not unreasonably interfere with said use and operation of the Landowner's Property by the Landowner.

GRANT OF ACCESS EASEMENT

In consideration of the facts recited above, the Landowner and Easement Holder agree as follows:

1. Grant of Easement. The Landowner hereby grants and conveys to the Easement Holder, its contractors and agents, a perpetual, non-exclusive, rent-free, access and maintenance easement (the "Access Easement") over and through the

Recording Area

Name and Return Address
Jean M. Werbie-Harris
Community Development Dept.
Village Municipal Building
9915 39th Avenue
Pleasant Prairie, WI 53158

Parcel Identification Number:
92-4-122-302-0130

exterior of the improvements located on that portion of the Landowner's Property required for the installation, maintenance and use of said DSIS, related electrical work and internet access, and if applicable to a secured area generally located as described in the DSIS Security Agreement, which location may be relocated by mutual agreement of the parties (the "Easement Property"). All utility lines shall be underground to the extent possible. The Landowner shall supply electricity and internet connection services for the DSIS as provided in the Agreement.

2. Use of Access Easement. The purpose of the Access Easement is to provide for the installation, operation and maintenance of a DSIS in accordance with a Security Agreement between the parties and other property owners dated on or about _____, 2012 (the "Agreement"), the terms and conditions of which are hereby incorporated in this Access Easement. Nothing in this Access Easement is intended to prohibit use of the Access Easement area by the Landowner, provided such use does not materially interfere with the use of the Access Easement by the Easement Holder. The Easement Holder agrees that it will not materially interfere with the normal operation and use of the Landowner's Property by the Landowner and its occupants, and that its equipment shall not impair the visibility of the BP Amoco, its storefront or signage.

3. Improvements. The Easement Holder shall have the right, but not the obligation, to construct and install reasonable improvements upon the Easement Property in accordance with the terms in the Agreement, to make the Easement Property suitable for the installation of a DSIS with as little damage to the Landowner's Property as possible. Subject to the terms of the Agreement, if the Easement Holder undertakes the installation or maintenance of the DSIS, the Easement Holder agrees to use its best efforts to make the DSIS as aesthetically tasteful and architecturally harmonious as reasonably possible while still allowing the DSIS to cover as much of the BP Amoco Site as the Easement Holder deems reasonably necessary.

4. Maintenance. The Easement Holder shall have access at all times as it deems necessary for maintaining its DSIS and related equipment on the Easement Property to the extent necessary for the uses described in the Agreement. The Landowner shall pay the Easement Holder a maintenance fee and other fees as described in the Agreement if the Easement Holder undertakes inspections or takes over the responsibilities of the DSIS maintenance.

5. Damage to Easement Property. The Easement Holder shall be responsible for any damage that it may cause to the Easement Property. The Easement Holder shall promptly make all needed repairs, promptly after such damage, restoring the Easement Property to its condition prior to the damage. The Landowner shall promptly make any needed repairs to the Landowner's Property and the DSIS equipment that the Landowner may damage.

6. Obstructions to Use of the Easement Property. The Easement Holder may not utilize the Easement Property in a way that materially interferes with its use by any other person permitted to use it. The Easement Holder acknowledges and agrees that the Landowner's and its future owners or tenants' use of the Landowner's Property may include if permitted by the Village, outdoor kiosks and other events that

may occur on the Landowner's Property, which such uses may be allowed, and shall not be considered an obstruction or impediment to the Access Easement. Furthermore, the Easement Holder acknowledges and agrees that the Landowner has the right to modify and construct new improvements on the Landowner's Property, albeit with the necessary permits, and if said improvements interfere with use of the Access Easement by the Easement Holder, then the Landowner shall bear all costs and responsibility to relocate the DSIS equipment or modify its use of the Easement Property.

7. Indemnity/Insurance/Liens. All costs of installation, operation, and maintenance of the Easement Property and any improvements the Landowner installs thereon will be the responsibility of the Landowner as described in the Agreement.

Any contractor coming onto the Easement Property and/or the Landowner's Property on behalf of the Easement Holder shall carry a non-deductible (a) commercial general liability insurance policy, including (but not limited to) contractor's liability coverage, contractual liability coverage, completed operations coverage, broad form property damage endorsement and contractor's protective liability coverage, to afford protection, with respect to personal injury, death or property damage of not less than One Million Dollars (1,000,000) per occurrence combined single limit/ One Million Dollars (\$1,000,000) general aggregate (but not less than \$500,000 per location aggregate); (b) comprehensive automobile liability insurance policy with a combined single limit for each occurrence of not less than Three Hundred Thousand Dollars (\$300,000) with respect to personal injury or death and property damage; and (c) worker's compensation insurance policy or similar insurance in form and amounts required by law. The Easement Holder shall carry similar amounts and types of insurance when it enters onto the Easement Property and/or the Landowner's Property, provided, such insurance may be provided through the municipal insurance plan of Easement Holder. In connection with any installation, operation, maintenance or inspection of the Easement Property by the Easement Holder or its agents, employees or contractors, the Easement Holder shall indemnify, defend and hold harmless the Landowner from and against any lien, suit, loss, cost, expense (including reasonable attorneys' fees), personal injury, bodily injury or property damage arising from or relating to such activities of the Easement Holder, its agents, contractors or engineers on the Landowner's Property.

Nothing contained herein shall alter or eliminate any obligations of the Landowner to reimburse the Easement Holder for costs and expenses, as provided in the DSIS.

8. Enforcement of Agreement. The Landowner and Easement Holder shall have the right to legally enforce this Access Easement and the covenants, conditions and restrictions set forth herein, by whatever action or actions are legally available, including, without limitation, enjoining any violation or threatened violation hereof.

9. Amendments. This Access Easement may not be modified, amended or terminated except by execution and recording of a written instrument signed by both the Landowner and Easement Holder.

10. Successors. All of the terms, covenants, conditions, and obligations set forth in this Access Easement and the Agreement shall inure to the benefit of and bind the

Landowner and Easement Holder, and their respective personal representatives, heirs, successors, transferees, assigns, and all future owners of the Landowner's property this Access Easement and the Agreement shall continue as a servitude running in perpetuity with the Landowner's Property.

11. Severability. If any provision or specific application of this Access Easement is found to be invalid by a court of competent jurisdiction, the remaining provisions or specific applications of this Access Easement shall remain valid and binding.

12. Governing Law. This Access Easement shall be governed by and construed under the laws of the State of Wisconsin. The parties agree that any dispute hereunder shall be venued only in the Circuit Court for Kenosha County.

13. Attorneys Fees and Interest. If either party defaults in the performance or observation of any of the terms, conditions, covenants or obligations contained in this Access Easement and the complaining party places the enforcement of all or any part of this Access Easement in the hands of an attorney, or if that party incurs any fees or out-of-pocket costs in any litigation, negotiation or transaction, the party that substantially prevails in any such dispute shall be reimbursed for its actual attorneys' fees and costs whether or not litigation is actually commenced. Any sums not paid when due, including without limitation any maintenance fee, shall accrue interest from the due date until paid at eighteen percent (18%) per annum.

(Signatures are on the Next Pages)

EXHIBIT A

Legal Description of Landowner's Property