GIS REGISTRY
Cover Sheet

July, 2008
(RR 5367)

Source Property Information

CLOSURE DATE: Aug 25, 2008

BRRTS #: **02-05-551272**

FID #:

ACTIVITY NAME: Mary Morgan - South

DATCP #:

PROPERTY ADDRESS: 1018 Cedar St

COMM #:

MUNICIPALITY: Green Bay

PARCEL ID #: 9-50

***WTM COORDINATES:**

X: **678832** Y: **450855**

** Coordinates are in WTM83, NAD83 (1991)*

WTM COORDINATES REPRESENT:

- ○ Approximate Center Of Contaminant Source
- ◉ Approximate Source Parcel Center

Please check as appropriate: (BRRTS Action Code)

Contaminated Media:

- [x] Groundwater Contamination > ES *(236)*
  - [ ] Contamination in ROW
  - [x] Off-Source Contamination

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

- [ ] Soil Contamination > *RCL or **SSRCL *(232)*
  - [ ] Contamination in ROW
  - [ ] Off-Source Contamination

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

Land Use Controls:

- [ ] Soil: maintain industrial zoning *(220)*

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

- [ ] Structural Impediment *(224)*
- [ ] Site Specific Condition *(228)*
- [ ] Cover or Barrier *(222)*

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

- [ ] Vapor Mitigation *(226)*
- [ ] Maintain Liability Exemption *(230)*

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

Monitoring wells properly abandoned? *(234)*

◉ Yes ○ No ○ N/A

** Residual Contaminant Level*
***Site Specific Residual Contaminant Level*

State of Wisconsin
Department of Natural Resources
http://dnr.wi.gov

Impacted Off-Source Property Information

Form 4400-246 (R 3/08)

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

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

BRRTS #: 02-05-551272

ACTIVITY NAME: Mary Morgan - South

ID	Off-Source Property Address	Parcel Number	WTM X	WTM Y
A	1019 Main Street (Sternberg)	9-36	678827	450837
B	1021 Main Street (Sternberg)	9-35	678835	450835
C				
D				
E				
F				
G				
H				
I				

GIS Registry Checklist

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

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

BRRTS #: 02-05-551272 PARCEL ID #: 9-50

ACTIVITY NAME: Mary Morgan - South WTM COORDINATES: X: 678832 Y: 450855

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

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

SOURCE LEGAL DOCUMENTS

- [x] **Deed:** The most recent deed as well as legal descriptions, for the **Source Property** (where the contamination originated). Deeds for other, off-source (off-site) properties are located in the **Notification** section.
  Note: *If a property has been purchased with a land contract and the purchaser has not yet received a deed, a copy of the land contract which includes the legal description shall be submitted instead of the most recent deed. If the property has been inherited, written documentation of the property transfer should be submitted along with the most recent deed.*
- [ ] **Certified Survey Map:** A copy of the certified survey map or the relevant section of the recorded plat map *for those properties where the legal description in the most recent deed refers to a certified survey map or a recorded plat map.* (lots on subdivided or platted property (e.g. lot 2 of xyz subdivision)).

  Figure #: **Title:**
- [x] **Signed Statement:** A statement signed by the Responsible Party (RP), which states that he or she believes that the attached legal description accurately describes the correct contaminated property.

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

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

- [x] **Location Map:** A map outlining all properties within the contaminated site boundaries on a U.S.G.S. topographic map or plat map in sufficient detail to permit easy location of all parcels. If groundwater standards are exceeded, include the location of all potable wells within 1200 feet of the site.
  Note: *Due to security reasons municipal wells are not identified on GIS Packet maps. However, the locations of these municipal wells must be identified on Case Closure Request maps.*

  Figure #: 1 **Title: Site Location**
- [x] **Detailed Site Map:** A map that shows all relevant features (buildings, roads, individual property boundaries, contaminant sources, utility lines, monitoring wells and potable wells) within the contaminated area. This map is to show the location of all contaminated public streets, and highway and railroad rights-of-way in relation to the source property and in relation to the boundaries of groundwater contamination exceeding a ch. NR 140 Enforcement Standard (ES), and/or in relation to the boundaries of soil contamination exceeding a Residual Contaminant Level (RCL) or a Site Specific Residual Contaminant Levels (SSRCL) as determined under s. NR 720.09, 720.11 and 720.19.

  Figure #: 1 **Title: Site Plan**
- [ ] **Soil Contamination Contour Map:** For sites closing with residual soil contamination, <u>this map is to show the location of all contaminated soil and a single contour</u> showing the horizontal extent of each area of contiguous residual soil contamination that exceeds a Residual Contaminant Level (RCL) or a Site Specific Residual Contaminant Level (SSRCL)as determined under s. NR 720.09, 720.11 and 720.19.

  Figure #: **Title:**

BRRTS #: 02-05-551272 ACTIVITY NAME: Mary Morgan - South

MAPS (continued)

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

Figure #: **Title:**

Figure #: **Title:**

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

Figure #: 3 **Title: Areal Extent of Groundwater Contamination**

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

Figure #: 7 **Title: Groundwater Elevations & Groundwater Flow Direction (June 29, 2007)**

Figure #: **Title:**

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

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

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

Table #: **Title:**

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

Table #: 2 **Title: Analytical Results for Groundwater Samples**

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

Table #: 4 **Title: Groundwater Measurements & Elevations**

IMPROPERLY ABANDONED MONITORING WELLS

For each monitoring well not properly abandoned according to requirements of s. NR 141.25 include the following documents.
Note: *If the site is being listed on the GIS Registry for only an improperly abandoned monitoring well you will only need to submit the documents in this section for the GIS Registry Packet.*

☒ **Not Applicable**

☐ **Site Location Map:** A map showing all surveyed monitoring wells with specific identification of the monitoring wells which have not been properly abandoned.
Note: *If the applicable monitoring wells are distinctly identified on the Detailed Site Map this Site Location Map is not needed.*

Figure #: **Title:**

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

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

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

BRRTS #: 02-05-551272 ACTIVITY NAME: Mary Morgan - South

NOTIFICATIONS

Source Property

☐ **Letter To Current Source Property Owner:** If the source property is owned by someone other than the person who is applying for case closure, include a copy of the letter notifying the current owner of the source property that case closure has been requested.

☐ **Return Receipt/Signature Confirmation:** Written proof of date on which confirmation was received for notifying current source property owner.

Off-Source Property

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

☒ **Letter To "Off-Source" Property Owners:** Copies of all letters sent by the Responsible Party (RP) to owners of properties with groundwater exceeding an Enforcement Standard (ES), and to owners of properties that will be affected by a land use control under s. 292.12, Wis. Stats.
Note: *Letters sent to off-source properties regarding residual contamination must contain standard provisions in Appendix A of ch. NR 726.*

Number of "Off-Source" Letters: 1

☒ **Return Receipt/Signature Confirmation:** Written proof of date on which confirmation was received for notifying any off-source property owner.

☒ **Deed of "Off-Source" Property:** The most recent deed(s) as well as legal descriptions, for all affected deeded **off-source property(ies).** This does not apply to right-of-ways.
Note: *If a property has been purchased with a land contract and the purchaser has not yet received a deed, a copy of the land contract which includes the legal description shall be submitted instead of the most recent deed. If the property has been inherited, written documentation of the property transfer should be submitted along with the most recent deed.*

☐ **Letter To "Governmental Unit/Right-Of-Way" Owners:** Copies of all letters sent by the Responsible Party (RP) to a city, village, municipality, state agency or any other entity responsible for maintenance of a public street, highway, or railroad right-of-way, within or partially within the contaminated area, for contamination exceeding a groundwater Enforcement Standard (ES) and/or soil exceeding a Residual Contaminant Level (RCL) or a Site Specific Residual Contaminant Level (SSRCL).

Number of "Governmental Unit/Right-Of-Way Owner" Letters:

State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

WISCONSIN
DEPT. OF NATURAL RESOURCES

Jim Doyle, Governor
Matthew J. Frank, Secretary
Ronald W. Kazmierczak, Regional Director

Northeast Region Headquarters
2984 Shawano Ave., P.O. Box 10448
Green Bay, Wisconsin 54307-0448
Telephone 920-662-5100
FAX 920-662-5413
TTY Access via relay - 711

August 25th, 2008

Joseph J Morgan & Mary K Morgan Revocable Trust
Mary C Morgan Trust and Mary Morgan Inc
c/o Joseph Morgan
2995 N Nicolet Drive
Green Bay, WI 54311

SUBJECT: Final Case Closure with Land Use Limitations or Conditions
Mary Morgan – South, 1018 Cedar Street, Green Bay, Wisconsin
WDNR BRRTS Activity #: 02-05-551272

Dear Mr. Morgan:

On May 9, 2008, the Wisconsin Department of Natural Resources Northeast Region Closure Committee reviewed the above referenced case for closure. This committee reviews environmental remediation cases for compliance with state laws and standards to maintain consistency in the closure of these cases. On May 16, 2008, you were notified that the Closure Committee had granted conditional closure to this case.

On August 12, 2008, the Department received correspondence indicating that you have complied with the requirements of closure (submittal of the groundwater GIS registry fee/information, monitoring well abandonment forms and soil/water disposal documentation).

Based on the correspondence and data provided, it appears that your case meets the requirements of ch. NR 726, Wisconsin Administrative Code. The Department considers this case closed and no further investigation or remediation is required at this time.

GIS Registry

The conditions of case closure set out below in this letter require that your site be listed on the Remediation and Redevelopment Program's GIS Registry because groundwater contamination is present above Chapter NR 140 enforcement standards.

Information that was submitted with your closure request application will be included on the GIS Registry. To review the sites on the GIS Registry web page, visit the RR Sites Map page at http://dnr.wi.gov/org/aw/rr/gis/index.htm. If your property is listed on the GIS Registry because of remaining contamination and you intend to construct or reconstruct a well, you will need prior Department approval in accordance with s. NR 812.09(4)(w), Wis. Adm. Code. To obtain approval, Form 3300-254 needs to be completed and submitted to the DNR Drinking and Groundwater program's regional water supply specialist. This form can be obtained on-line http://dnr.wi.gov/org/water/dwg/3300254.pdf or at the web address listed above for the GIS Registry.

Closure Conditions

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

Remaining Residual Groundwater Contamination

Groundwater impacted by chlorinated solvent contamination greater than enforcement standards set forth in ch. NR140, Wis. Adm. Code, is present both on the contaminated property and off the contaminated property. Off-property owners have been notified of the presence of groundwater contamination. For more detailed information regarding the locations where groundwater samples have been collected (i.e., monitoring well locations) and the associated contaminant concentrations, refer to the Remediation and Redevelopment Program's GIS Registry at the RR Sites Map page at http://dnr.wi.gov/org/aw/rr/gis/index.htm.

The Department appreciates your efforts to restore the environment at this site. If you have any questions regarding this closure decision or anything outlined in this letter, please contact Kristin DuFresne at 920-662-5443.

Sincerely,

Bruce G. Urben
Northeast Region Remediation & Redevelopment Team Supervisor

ec: Amy Kasper, MMA, Inc.
Jodi Arndt, Liebmann, Conway, Olejniczak & Jerry
Amy Jo Sternberg
1510 Langlade Avenue, Green Bay, WI 54304

State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

Jim Doyle, Governor
Matthew J. Frank, Secretary
Ronald W. Kazmierczak, Regional Director

Northeast Region Headquarters
2984 Shawano Ave., P.O. Box 10448
Green Bay, Wisconsin 54307-0448
Telephone 920-662-5100
FAX 920-662-5413
TTY Access via relay - 711

May 16, 2008

Joseph J Morgan & Mary K Morgan Revocable Trust
Mary C Morgan Trust and Mary Morgan Inc
c/o Joseph Morgan
2995 N Nicolet Drive
Green Bay, WI 54311

Subject: Conditional Closure Decision with Requirements to Achieve Final Closure
Mary Morgan – South, 1018 Cedar Street, Green Bay, Wisconsin
WDNR BRRTS Activity # 02-05-551272

Dear Mr. Morgan:

On May 9, 2008, the Wisconsin Department of Natural Resources Northeast Region Closure Committee reviewed your request for closure of the case described above. The Northeast Region Closure Committee reviews environmental remediation cases for compliance with state rules and statutes to maintain consistency in the closure of these cases. After careful review of the closure request, the Closure Committee has determined that the chlorinated solvent contamination on the site appears to have been investigated and remediated to the extent practicable under site conditions. Your case has been remediated to Department standards in accordance with s. NR 726.05, Wis. Adm. Code and will be closed if the following conditions are satisfied:

Your closure request has been approved for closure with a listing on the groundwater GIS registry for GP-6. In effort to complete the groundwater GIS registry process for the Mary Morgan – South site, please provide the Department with a $250.00 groundwater GIS registry fee and the information highlighted on the attached forms.

The monitoring wells at the site must be properly abandoned in compliance with ch. NR 141, Wis. Adm. Code. Documentation of well abandonment must be submitted to Kristin DuFresne on Form 3300-005 found at http://dnr.wi.gov/org/water/dwg/gw/ or provided by the Department of Natural Resources.

Any remaining purge water, waste and/or soil piles generated as part of site investigation or remediation activities must be removed from the site and disposed of or treated in accordance with Department of Natural Resources' rules. Once that work is completed, please send appropriate documentation regarding the treatment or disposal of the remaining purge water, waste and/or soil piles.

When the above conditions have been satisfied, please submit the appropriate documentation (for example, well abandonment forms, disposal receipts, copies of correspondence, etc.) to verify that applicable conditions have been met, and your case will be closed. Your site will be listed on the DNR Remediation and Redevelopment GIS Registry of Closed Remediation Sites. Information that was

submitted with your closure request application will be included on the GIS Registry. To review the site on the GIS Registry web page, visit the RR Sites Map page at: http://dnr.wi.gov/org/aw/rr/gis/index.htm.

Please be aware that the case may be reopened pursuant to s. NR 726.09, Wis. Adm. Code, if additional information regarding site conditions indicates that contamination on or from the site poses a threat to public health, safety, or welfare or to the environment.

We appreciate your efforts to restore the environment at this site. If you have any questions regarding this letter, please contact me at 920-662-5443.

Sincerely,

Kristin DuFresne

Kristin DuFresne
Hydrogeologist
Bureau for Remediation & Redevelopment

Enclosure

ec: Jodi Arndt, Liebmann, Conway, Olejniczak & Jerry
John Maas, MMA, Inc.

2301587

CATHY WILLIQUETTE
BROWN COUNTY RECORDER
GREEN BAY, WI

RECORDED ON
03/01/2007 10:58:50AM

REC FEE: 11.00
TRANS FEE:
EXEMPT # 77.25(16)
PAGES: 1

QUIT-CLAIM DEED

State Bar of Wisconsin Form 3 - 2000

DOCUMENT NO.

THIS Deed, made between Joseph J. Morgan and Mary Kay Morgan, husband and wife, Grantor,

and The Joseph J. Morgan and Mary K. Morgan Revocable Trust of 1989, u/a/d December 21, 1989, Grantee.

Grantor quit claims to Grantee the following described real estate in Brown County, State of Wisconsin:

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS

Davis & Kuelthau, s.c.
318 S. Washington Street, Ste. 300
Green Bay, WI 54301

9-34 and 9-50
(Parcel Identification Number)

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

Lots 206, 268 and 269, Plat of Navarino, City of Green Bay, Wisconsin, subject to the right of owners of Lots 205 and 270, in the Plat of Navarino, City of Green Bay, Wisconsin to use the East Wall of the brick building situated on Lots 206 and 269.

Together with all appurtenant rights, title and interest.

Dated this 30th day of January, 2007.

Mary Kay Morgan (SEAL)

Joseph J. Morgan (SEAL)

AUTHENTICATION

Signature(s) Joseph J. Morgan and Mary Kay Morgan

authenticated this 30th day of January, 2007

*Timothy A. Cisler # 1008919
TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by §706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY:
Attorney Timothy A. Cisler
Davis & Kuelthau, s.c.
(Signatures may be authenticated or acknowledged. Both are not necessary.)

ACKNOWLEDGMENT

STATE OF WISCONSIN :
: SS:
BROWN COUNTY :

Personally came before me this _____ day of _____, 2007, the above named Joseph J. Morgan and Mary Kay Morgan, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

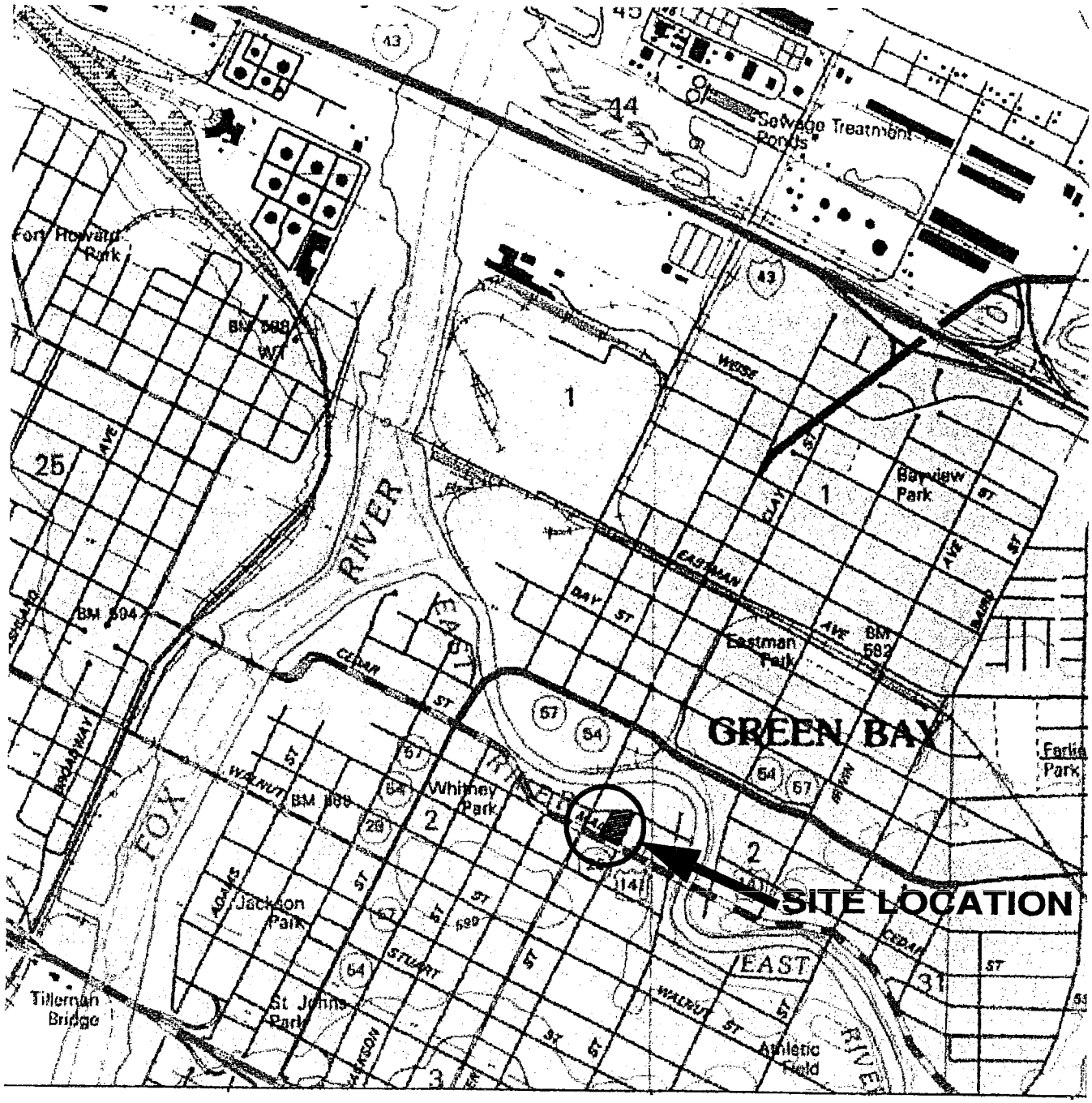
*
Notary Public _____ County, Wis.
My commission is permanent. (If not, state expiration date: _____).

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

I, Mr. Joseph Morgan, the representative for the Joseph J. Morgan and Mary K. Morgan Trust ("Trust"), the responsible party (RP) for the Mary Morgan solvent release site located at 1018 Cedar Street in the City of Green Bay, Wisconsin, do hereby state that the legal descriptions attached to this statement are complete and accurate.

Signature

7-25-08
Date



TAKEN FROM:

GREEN BAY EAST, WIS.
NATIONAL GEOGRAPHIC WISCONSIN
USGS TOPOGRAPHIC MAPS
NOT TO SCALE

MORGAN, JOE\MARY\MORGAN PRINTING\SITE.DWG

SITE LOCATION

MARY MORGAN PRINTING COMPANY
1023 MAIN STREET
GREEN BAY, WI 54301

MMA, INC.
CONSULTING ENGINEERS
2304 Bel-Aire Court
Green Bay, WI 54304-5017
Phone: 920/592-9606 Fax: 920/592-9613

SCALE:	NONE	DRAWN BY:	SMM	FIGURE NUMBER:
DATE:	1/26/05	REVIEWED BY:	JMM	1

LEGEND

PROPERTY LINE (OWNER)		BURIED GAS LINE	
LOT LINE (OWNER INTERIOR LOTS)		OVERHEAD ELECTRIC LINE	
LOT LINE (OTHERS)		GRAVEL	
WATER LINE	POWER POLE	LIGHT POLE	
SANITARY SEWER LINE	CLEANOUT	CURB STOP	
STORM SEWER LINE	ROOF DRAIN	FLOOR DRAIN	

N

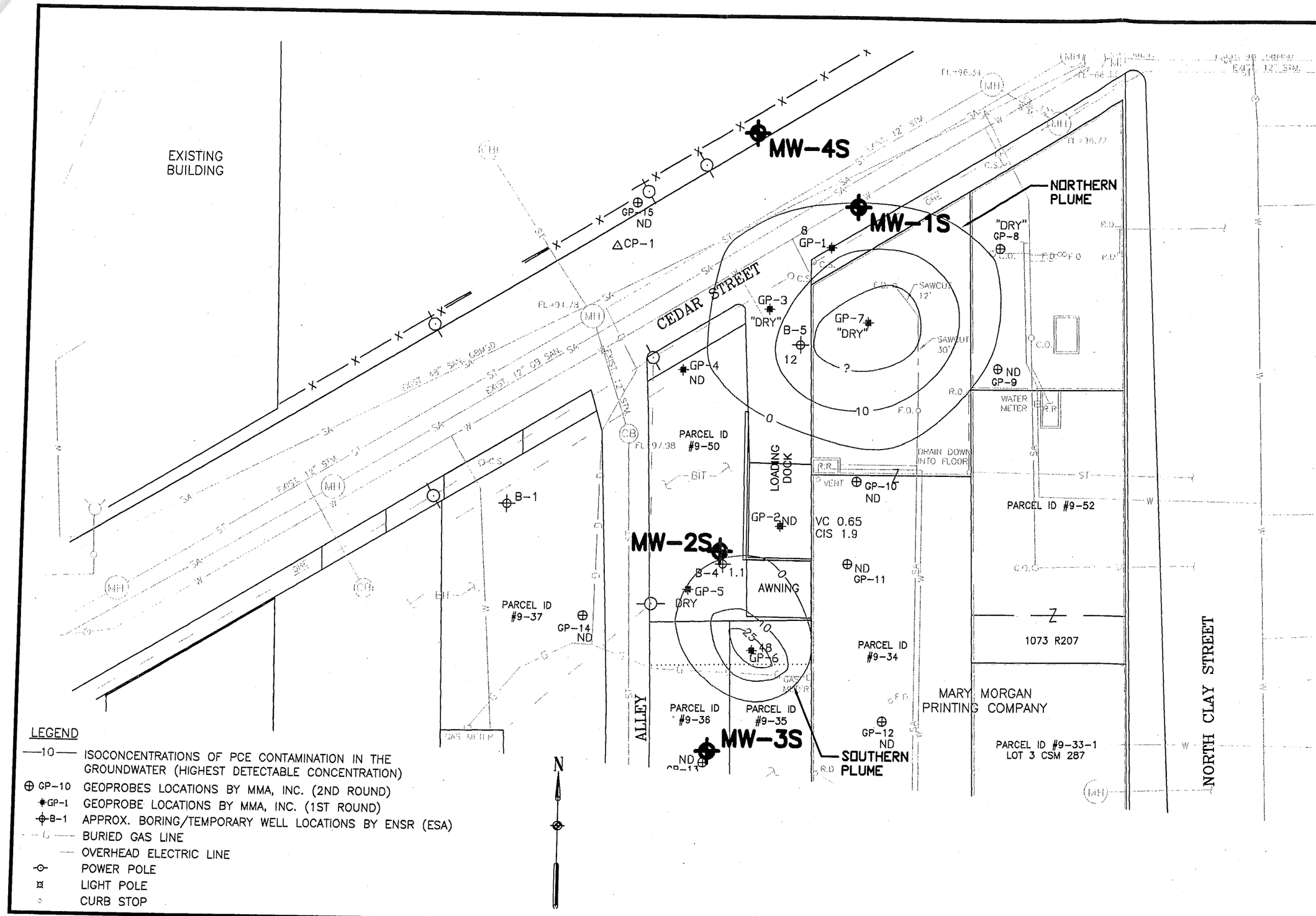
SITE PLAN

MARY MORGAN SOUTH SITE

1018 CEDAR STREET
GREEN BAY, WI 54301

MMA, INC.
CONSULTING ENGINEERS
2304 Bel-Aire Court
Green Bay, WI 54304-5017
Phone: 920/592-9606 Fax: 920/592-9613

SCALE:	1" = 30'	DRAWN BY:	SMF	FIGURE NUMBER: 1
DATE:	7/24/2008	REVIEWED BY:	JMM	



MARY MORGAN PRINTING COMPANY
1023 MAIN STREET
GREEN BAY, WI 54301

AREAL EXTENT OF GROUNDWATER CONTAMINATION

MMA, INC.
CONSULTING ENGINEERS
2304 Bel-Aire Court
Green Bay, WI 54304
Phone: 920/592-9606

DRAWN BY: SMM

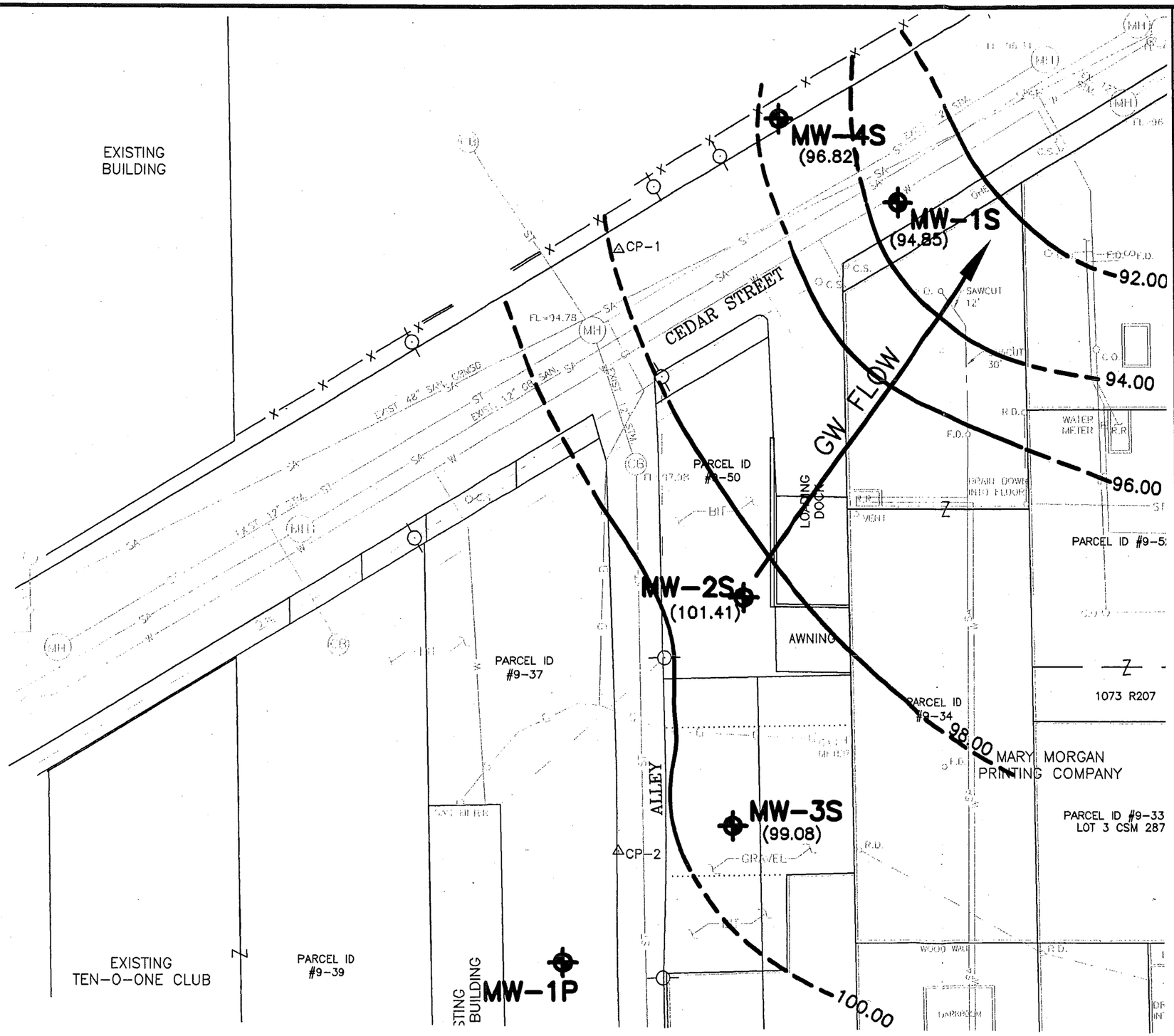
DATE: 9/06/05

SCALE: 1" = 30'

DRAWING NO.

3

NOTE:
MAP IGNORES WATER LEVEL MEASURED IN MW-1P BECAUSE IT IS NOT REPRESENTATIVE OF THE WATER TABLE IN THE AREA.



N

LEGEND

- MW-1 MONITORING WELL LOCATIONS
- BURIED GAS LINE
- OVERHEAD ELECTRIC LINE
- POWER POLE
- LIGHT POLE
- CURB STOP
- (99.16) GW ELEVATION

MARY MORGAN PRINTING COMPANY
1023 MAIN STREET
GREEN BAY, WI 54301

GROUNDWATER ELEVATIONS AND GROUNDWATER FLOW DIRECTION (JUNE 29, 2007)

MMA, INC.
CONSULTING ENGINEERS
2304 Bel-Aire Court
Green Bay, WI 54304
Phone: 920/592-9606

DRAWN BY: SMM
DATE: 8/29/07
SCALE: 1" = 30'
DRAWING NO.
7

TABLE NO. 2

MARY MORGAN PRINTING – SOLVENT CONTAMINATION

ANALYTICAL RESULTS FOR GROUNDWATER SAMPLES

Samp ID	Date	Benzene ug/l	cis-1,2-DCE ug/l	trans-1,2-DCE ug/l	Ethyl-benzene ug/l	Naph-thalene ug/l	Tetrachloro-ethene ug/l	Trichloro-ethene ug/l	Toluene ug/l	Total TMBs ug/l	Vinyl Chloride ug/l	Xylenes ug/l
ENSR Investigation												
B-1	12/16/04	<0.20	<0.20	<0.20	<0.20	0.27	<0.50	<0.20	0.27	0.38	<0.20	1.6
B-2	12/16/04	0.32	<0.20	<0.20	<0.20	0.28	<0.50	<0.20	0.59	0.30	<0.20	1.2
B-4	12/16/04	0.20	<0.20	<0.20	<0.20	<0.25	**1.1**	<0.20	0.31	0.29	<0.20	<0.50
B-5	12/16/04	0.26	<0.20	<0.20	<0.20	0.30	**12**	0.30	0.37	<0.20	<0.20	<0.5
MMA, INC. Investigation												
GP-1	1/14/05	<0.29	**15**	<0.22	<0.56	<0.6	**8**	<0.27	<0.57		<0.21	<1.1
GP-2	1/14/05	<0.29	1.9	0.99	<0.56	<0.6	<0.7	<0.27	<0.57		**0.65 J**	<1.1
DUP	1/14/05	<0.29	1.9	0.95	<0.56	<0.6	<0.7	<0.27	<0.57		**0.7**	<1.1
GP-4	1/14/05	<0.29	1.0	<0.22	<0.56	<0.6	<0.7	<0.27	0.8 J		<0.21	<1.1
GP-5	5/3/05	<0.26	**17**	0.95 J	<0.3	<0.85	**6.9**	**0.88 J**	<0.52	<0.83	<0.16	<0.79
GP-6	1/14/05	<0.29	**36**	0.51 J	<0.56	<0.6	**48**	**1.6**	0.8 J		<0.21	<1.1
TRIP	1/14/05	<0.29	<0.29	<0.22	<0.56	<0.6	<0.7	<0.27	<0.57		<0.21	<1.1
GP-8	Geoprobe was dry											
GP-9	5/3/05	<0.26	<0.27	<0.4	<0.3	<0.85	<,0.45	<0.37	28	1.9	<0.16	0.93 J
DUP	5/3/05	<0.26	<0.27	<0.4	<0.3	<0.85	<0.45	<0.37	28	1.8	<0.16	0.9 J
GP-10	4/22/05	0.31 J	<0.27	<0.4	<0.3	<0.85	<0.45	<0.37	30	<0.83	<0.16	<0.79
GP-11	5/3/05	<0.26	<0.27	<0.4	<0.3	<0.85	<0.45	<0.37	3.3	1.3	<0.16	<0.79
GP-12	4/22/05	0.45 J	<0.27	<0.4	0.35 J	<0.85	<0.45	<0.37	9.4	0.48 J	<0.16	<0.79
GP-13	5/3/05	<0.26	<0.27	<0.4	<0.3	<0.85	<0.45	<0.37	1.07 J	<0.83	<0.16	<0.79
GP-14	5/3/05	<0.26	<0.27	<0.4	<0.3	<0.85	<0.45	<0.37	1.6	<0.83	<0.16	<0.79
GP-15	5/3/05	<0.26	<0.27	<0.4	<0.3	<0.85	<0.45	<0.37	2.2	0.67 J	<0.16	<0.79
Post-Remediation Monitoring Results												
MW-1	1/26/07	<0.41	<0.83	<0.89	<0.54	<0.74	<0.45	<0.48	<0.67	<0.87	<0.18	<1.8
MW-2	1/26/07	<0.41	<0.83	<0.89	<0.54	<0.74	<0.45	<0.48	<0.67	<0.87	<0.18	<1.8
MW-3	1/26/07	<0.41	<0.83	<0.89	<0.54	<0.74	<0.45	<0.48	<0.67	<0.87	<0.18	<1.8
MW-4	1/26/07	<0.41	<0.83	<0.89	<0.54	<0.74	<0.45	<0.48	<0.67	<0.87	<0.18	<1.8
DUP	1/26/07	<0.41	<0.83	<0.89	<0.54	<0.74	<0.45	<0.48	<0.67	<0.87	<0.18	<1.8
MW-1	6/29/07	<0.41	<0.83	<0.89	<0.54	<0.74	**1.1**	<0.48	<0.67	<0.87	<0.18	<1.8
MW-2	6/29/07	<0.41	<0.83	<0.89	<0.54	<0.74	<0.45	<0.48	<0.67	<0.87	<0.18	<1.8
MW-3	6/29/07	<0.41	<0.83	<0.89	<0.54	<0.74	**1.1**	<0.48	<0.67	<0.87	<0.18	<1.8
MW-4	6/29/07	<0.41	<0.83	<0.89	<0.54	<0.74	<0.45	<0.48	<0.67	<0.87	<0.18	<1.8
DUP	6/29/07	<0.41	<0.83	<0.89	<0.54	<0.74	<0.45	<0.48	<0.67	<0.87	<0.18	<1.8
NR140 PAL/ES		0.5/5	7/70	20/100	140/700	8/40	0.5/5	0.5/5	200/1000		0.02/ 0.2	1000/ 10000

J – Analyte detected between limit of detection (LOD) and limit of quantification (LOQ)
Bold – Significant results

TABLE NO. 4

GROUNDWATER MEASUREMENTS AND ELEVATIONS

MARY MORGAN PRINTING SITE

Well ID	WI Unique Well No.	Elev. (TPVC) MSL (ft.)	Measurement Date January 26, 2007		Measurement Date April 19, 2007		Measurement Date June 29, 2007	
			Water Depth (ft.)	Elev. Water (ft.)	Water Depth (ft.)	Elev. Water (ft.)	Water Depth (ft.)	Elev. Water (ft.)
Mary Morgan Printing Solvent Site								
MW-1S	PA397	102.39	8.47	93.92	6.70	95.69	7.54	94.85
MW-2S	PA400	103.76	6.11	97.65	4.60	99.16	2.35	101.41
MW-3S	PA399	104.63	7.60	97.03	5.32	99.31	5.55	99.08
MW-4S	PA398	102.04	7.40	94.64	4.75	97.29	5.22	96.82
Former Andrews Oil Petroleum Site								
MW-1P	VT610	104.56	dry	----	dry	----	16.25	88.31

State of Wisconsin
Department of Natural Resources
http://dnr.wi.gov

Impacted Off-Source Property Information

Form 4400-246 (R 3/08)

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

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

BRRTS #: 02-05-551272

ACTIVITY NAME: Mary Morgan - South

ID	Off-Source Property Address	Parcel Number	WTM X	WTM Y
A	1019 Main Street (Sternberg)	9-36	678827	450837
B	1021 Main Street (Sternberg)	9-35	678835	450835
C				
D				
E				
F				
G				
H				
I				

FILE

MMA, INC.
CONSULTING ENGINEERS

2304 BEL-AIRE COURT
GREEN BAY, WI 54304-5017
PHONE: 920/592-9606 FAX: 920/592-9613

REGISTERED MAIL

May 28, 2008

Ms. Amy Jo Sternberg
1510 Langlade Avenue
Green Bay, WI 54304-3023

Re: Closure with Addition to GIS Registry
Subject Site: Mary Morgan, Inc. – Solvent Release Southern Plume
1018 Cedar Street
Green Bay, WI 54301
BRRTS Case No. 02-05-551272

Dear Ms. Sternberg:

We are writing on behalf of Mary C. Morgan Trust and Joseph Morgan and Mary K. Morgan Trust (collectively referred to as the "Trust"), the property owners and responsible parties ("RP") for the above referenced subject site to inform you that the site has been conditionally approved for closure. In order to close the subject site, the WDNR is requiring that the southern plume at the subject site be added to the Groundwater Information System (GIS) Registry. The GIS Registry simply indicates that groundwater contamination was noted in the vicinity of the southern plume sometime during the investigation, remediation or groundwater monitoring that took place at the subject site.

As you are aware, the Trust excavated and removed 557 tons of solvent contaminated soil in August 2006 from the southern plume on the Trust's and your properties. The WDNR is requiring that the sites be added to the GIS Registry due to a groundwater sample collected from GP-6 on January 14, 2005. Figure No. 3 – *Areal Extent of Groundwater Contamination*, included in Attachment "A", details the location of GP-6 at the site. Table No. 1 – *Analytical Results for Groundwater Samples*, included in Attachment "B", details that the groundwater contamination was in excess of NR 140 Enforcement Standards (ES) at GP-6 in January 2005. No groundwater samples were collected after the remediation of the southern plume was completed. However, one would expect the levels to drop since the source of the contamination was removed. The groundwater samples collected from MW-3 after the remediation of the southern plume, located approximately 35' upgradient of GP-6, and MW-2, located approximately 35' downgradient of GP-6, were clean. Based on the post remediation groundwater sampling of MW-2 and MW-3, the groundwater in the vicinity of GP-6 has been effectively restored to below detectable levels of contamination. The GIS Registry is simply a WDNR regulatory requirement to close the subject site.

As indicated, the WDNR is requiring that Parcel Nos. 9-35 and 9-36, your two parcels of property, and Parcel No. 9-50 must be added to the GIS Registry in conjunction with the closure. We will provide you a copy of the GIS Registry Package that will be submitted to the WDNR when it is available. The addition of the properties to the GIS Registry includes some restrictions on the property's groundwater, i.e. you can't drill a well without first consulting the WDNR. Since the site is located in an area served with City of Green Bay water, this should not be an issue. In addition, the cap (i.e. asphalt parking lot) at the site must be maintained and cannot be disturbed without permission from the WDNR. Mary Morgan Printing will inspect the cap on your property during their annual cap inspection. You will be provided with a copy of the annual cap inspection log.

If you have any questions, or need additional information, please feel free to contact me at your convenience.

Sincerely,

MMA, INC.

John M. Maas, P.E.
Project Manager

Attachments
Enclosures

cc: Mr. Joseph Morgan (w/ Attachments)

TABLE NO. 1

MARY MORGAN PRINTING – SOLVENT CONTAMINATION

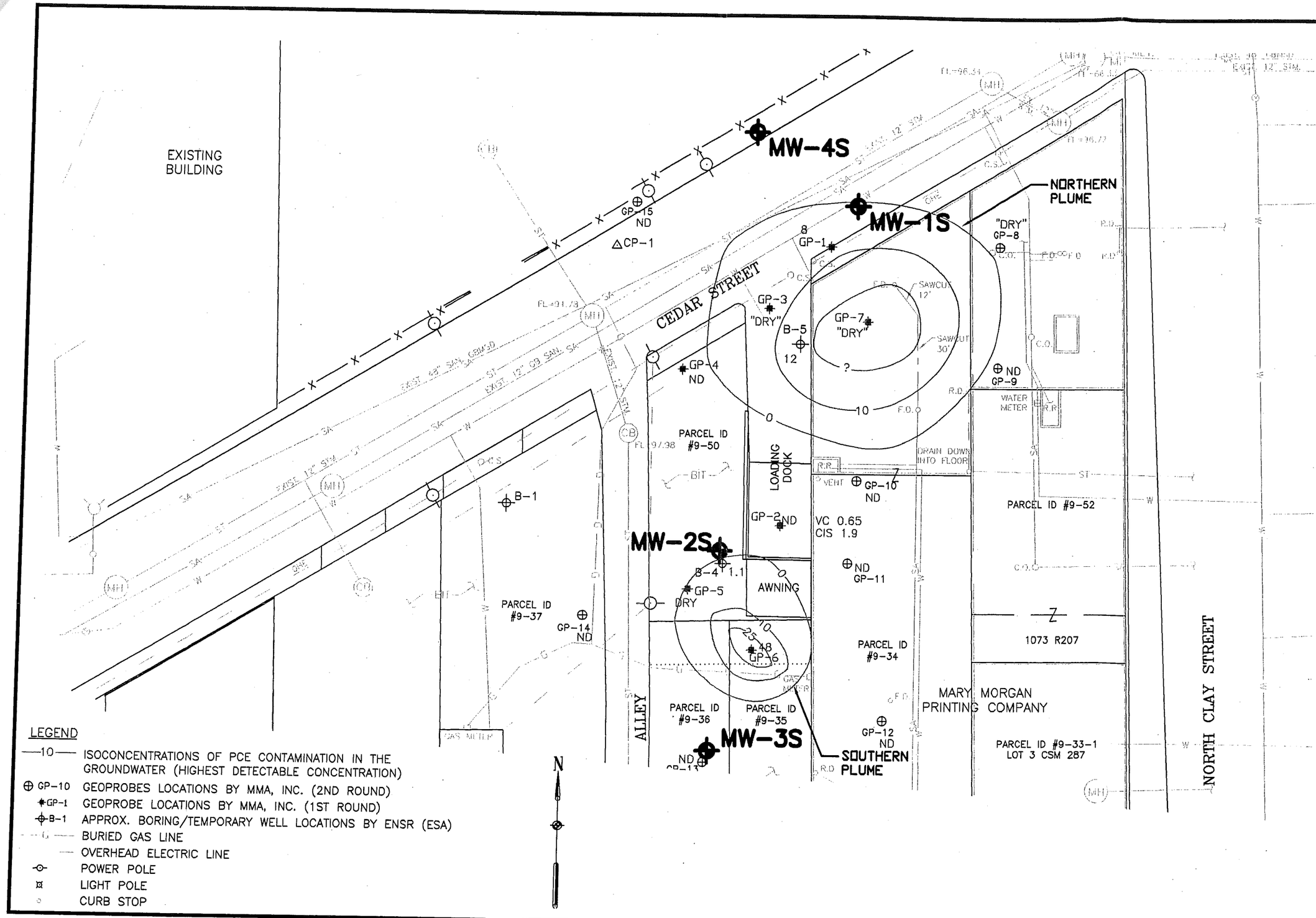
ANALYTICAL RESULTS FOR GROUNDWATER SAMPLES

Samp ID	Date	Benzene ug/l	cis-1,2-DCE ug/l	trans-1,2-DCE ug/l	Ethyl-benzene ug/l	Naph-thalene ug/l	Tetrachloro-ethene ug/l	Trichloro-ethene ug/l	Toluene ug/l	Total TMBs ug/l	Vinyl Chloride ug/l	Xylenes ug/l
ENSR Investigation												
B-1	12/16/04	<0.20	<0.20	<0.20	<0.20	0.27	<0.50	<0.20	0.27	0.38	<0.20	1.6
B-2	12/16/04	0.32	<0.20	<0.20	<0.20	0.28	<0.50	<0.20	0.59	0.30	<0.20	1.2
B-4	12/16/04	0.20	<0.20	<0.20	<0.20	<0.25	**1.1**	<0.20	0.31	0.29	<0.20	<0.50
B-5	12/16/04	0.26	<0.20	<0.20	<0.20	0.30	**12**	0.30	0.37	<0.20	<0.20	<0.5
MMA, INC. Investigation												
GP-1	1/14/05	<0.29	**15**	<0.22	<0.56	<0.6	**8**	<0.27	<0.57		<0.21	<1.1
GP-2	1/14/05	<0.29	1.9	0.99	<0.56	<0.6	<0.7	<0.27	<0.57		**0.65 J**	<1.1
DUP	1/14/05	<0.29	1.9	0.95	<0.56	<0.6	<0.7	<0.27	<0.57		**0.7**	<1.1
GP-4	1/14/05	<0.29	1.0	<0.22	<0.56	<0.6	<0.7	<0.27	0.8 J		<0.21	<1.1
GP-5	5/3/05	<0.26	**17**	0.95 J	<0.3	<0.85	**6.9**	**0.88 J**	<0.52	<0.83	<0.16	<0.79
GP-6	1/14/05	<0.29	**36**	0.51 J	<0.56	<0.6	**48**	**1.6**	0.8 J		<0.21	<1.1
TRIP	1/14/05	<0.29	<0.29	<0.22	<0.56	<0.6	<0.7	<0.27	<0.57		<0.21	<1.1
GP-8	Geoprobe was dry											
GP-9	5/3/05	<0.26	<0.27	<0.4	<0.3	<0.85	<,0.45	<0.37	28	1.9	<0.16	0.93 J
DUP	5/3/05	<0.26	<0.27	<0.4	<0.3	<0.85	<0.45	<0.37	28	1.8	<0.16	0.9 J
GP-10	4/22/05	0.31 J	<0.27	<0.4	<0.3	<0.85	<0.45	<0.37	30	<0.83	<0.16	<0.79
GP-11	5/3/05	<0.26	<0.27	<0.4	<0.3	<0.85	<0.45	<0.37	3.3	1.3	<0.16	<0.79
GP-12	4/22/05	0.45 J	<0.27	<0.4	0.35 J	<0.85	<0.45	<0.37	9.4	0.48 J	<0.16	<0.79
GP-13	5/3/05	<0.26	<0.27	<0.4	<0.3	<0.85	<0.45	<0.37	1.07 J	<0.83	<0.16	<0.79
GP-14	5/3/05	<0.26	<0.27	<0.4	<0.3	<0.85	<0.45	<0.37	1.6	<0.83	<0.16	<0.79
GP-15	5/3/05	<0.26	<0.27	<0.4	<0.3	<0.85	<0.45	<0.37	2.2	0.67 J	<0.16	<0.79
Post-Remediation Monitoring Results												
MW-1	1/26/07	<0.41	<0.83	<0.89	<0.54	<0.74	<0.45	<0.48	<0.67	<0.87	<0.18	<1.8
MW-2	1/26/07	<0.41	<0.83	<0.89	<0.54	<0.74	<0.45	<0.48	<0.67	<0.87	<0.18	<1.8
MW-3	1/26/07	<0.41	<0.83	<0.89	<0.54	<0.74	<0.45	<0.48	<0.67	<0.87	<0.18	<1.8
MW-4	1/26/07	<0.41	<0.83	<0.89	<0.54	<0.74	<0.45	<0.48	<0.67	<0.87	<0.18	<1.8
DUP	1/26/07	<0.41	<0.83	<0.89	<0.54	<0.74	<0.45	<0.48	<0.67	<0.87	<0.18	<1.8
MW-1	6/29/07	<0.41	<0.83	<0.89	<0.54	<0.74	**1.1**	<0.48	<0.67	<0.87	<0.18	<1.8
MW-2	6/29/07	<0.41	<0.83	<0.89	<0.54	<0.74	<0.45	<0.48	<0.67	<0.87	<0.18	<1.8
MW-3	6/29/07	<0.41	<0.83	<0.89	<0.54	<0.74	**1.1**	<0.48	<0.67	<0.87	<0.18	<1.8
MW-4	6/29/07	<0.41	<0.83	<0.89	<0.54	<0.74	<0.45	<0.48	<0.67	<0.87	<0.18	<1.8
DUP	6/29/07	<0.41	<0.83	<0.89	<0.54	<0.74	<0.45	<0.48	<0.67	<0.87	<0.18	<1.8
MW-1	4/10/08	<0.41	<0.83	<0.89	<0.54	<0.74	<0.45	<0.48	<0.67	<0.87	<0.18	<1.8
DUP	4/10/08	<0.41	<0.83	<0.89	<0.54	<0.74	<0.45	<0.48	<0.67	<0.87	<0.18	<1.8
MW-2	4/10/08	<0.41	<0.83	<0.89	<0.54	<0.74	<0.45	<0.48	<0.67	<0.87	<0.18	<1.8
MW-3	4/10/08	<0.41	<0.83	<0.89	<0.54	<0.74	<0.45	<0.48	<0.67	<0.87	<0.18	<1.8
MW-4	4/10/08	<0.41	<0.83	<0.89	<0.54	<0.74	<0.45	<0.48	<0.67	<0.87	<0.18	<1.8
Trip*	4/10/08	<0.41	<0.83	<0.89	<0.54	<0.74	<0.45	<0.48	<0.67	<0.87	<0.18	<1.8
NR140 PAL/ES		0.5/5	7/70	20/100	140/700	8/40	0.5/5	0.5/5	200/1000		0.02/ 0.2	1000/ 10000

J – Analyte detected between limit of detection (LOD) and limit of quantification (LOQ)

Bold – Significant results

* Methylene Chloride was detected in the 4/10/08 Trip Blank at a level of 1.7 ppb. This is a common laboratory contaminant.



LEGEND

—10— ISOCONCENTRATIONS OF PCE CONTAMINATION IN THE GROUNDWATER (HIGHEST DETECTABLE CONCENTRATION)

⊕ GP-10 GEOPROBES LOCATIONS BY MMA, INC. (2ND ROUND)

✱ GP-1 GEOPROBE LOCATIONS BY MMA, INC. (1ST ROUND)

⊕ B-1 APPROX. BORING/TEMPORARY WELL LOCATIONS BY ENSR (ESA)

G BURIED GAS LINE

OVERHEAD ELECTRIC LINE

POWER POLE

LIGHT POLE

CURB STOP

MARY MORGAN PRINTING COMPANY
1023 MAIN STREET
GREEN BAY, WI 54301

AREAL EXTENT OF GROUNDWATER CONTAMINATION

MMA, INC.
CONSULTING ENGINEERS
2304 Bel-Aire Court
Green Bay, WI 54304
Phone: 920/592-9606

DRAWN BY: SMM

DATE: 9/06/05

SCALE: 1" = 30'

DRAWING NO.

3

Registered No. RR107468325US

Date Stamp

HANSEN RD STA GREEN BAY WI 54324 USPS JUN 11 2008

To Be Completed By Post Office

Reg. Fee	10.00		
Handling Charge		Return Receipt	—
Postage	1.00	Restricted Delivery	—
Received by			

Customer Must Declare Full Value $

☐ With Postal Insurance
☐ Without Postal Insurance

Domestic insurance up to $25,000 is included in the fee. International indemnity is limited. *(See Reverse).*

OFFICIAL USE

To Be Completed By Customer (Please Print) All Entries Must Be in Ballpoint or Typed

FROM
MMA, INC.
2304 Bel-Aire Court
Green Bay, WI 54304

TO
Ms. Amy Jo Sternberg
1510 Langhale Avenue
Green Bay, WI 54304

PS Form **3806**, **Receipt for Registered Mail** *Copy 1 - Customer*
May 2004 (7530-02-000-9051) *(See Information on Reverse)*
For domestic delivery information, visit our website at *www.usps.com* ®

HANSEN ROAD POST OFFICE
GREEN BAY, Wisconsin
543045324
5654840279 -0095
06/11/2008 (800)275-8777 04:22:27 PM

Sales Receipt

Product Description	Sale Qty	Unit Price	Final Price
GREEN BAY WI 54301 Zone-1 First-Class Large Env 1.70 oz.			$1.00
Issue PVI:			$1.00
GREEN BAY WI 54303 Zone-1 First-Class Large Env 3.90 oz.			$1.34
Issue PVI:			$1.34
GREEN BAY WI 54304 Zone-0 First-Class Large Env 1.90 oz.			$1.00
Registered			$10.00
Insured Value :		$0.00	
Article Value :		$0.00	
Label #:	RR107468325US		
Issue PVI:			$11.00
Total:			$13.34

Paid by:
Debit Card $13.34
Account #: XXXXXXXXXXXX7061
Approval #: 760296
Transaction #: 46
23 903256949
Receipt#: 000051

Order stamps at USPS.com/shop or call 1-800-Stamp24. Go to USPS.com/clicknship to print shipping labels with postage. For other information call 1-800-ASK-USPS.

Bill#: 1000501680937
Clerk: 06

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Refunds for guaranteed services only.
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* To learn more about our new competitive shipping prices, go to usps.com/business.
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YOUR OPINION COUNTS
****
****

1712601

DOCUMENT NO.

STATE BAR OF WISCONSIN FORM 11 – 1982
LAND CONTRACT
Individual and Corporate
(TO BE USED FOR ALL TRANSACTIONS WHERE OVER $25,000 IS FINANCED AND IN OTHER NON-CONSUMER ACT TRANSACTIONS)

BROWN COUNTY
REGISTER OF DEEDS
CATHY WILLIQUETTE

1999 AUG 16 P 3:33

Contract, by and between Holzem Family Trust, dated December 1, 1995 ("Vendor", whether one or more) and Amy Jo Sternberg, a single person ("Purchaser", whether one or more). Vendor sells and agrees to convey to Purchaser, upon the prompt and full performance of this contract by Purchaser, the following property, together with the rents, profits, fixtures and other appurtenant interests (all called the "Property"), in Brown County, State of Wisconsin:

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS
BAY TITLE
Attorney Robert H. Gelmor
2301 Riverside Drive
Green Bay, WI 54301
TF 42531

12.00 (2)

9-35 & 9-36
PARCEL IDENTIFICATION NUMBER

Lot Two Hundred Seven (207), according to the recorded Plat of Navarino, in the City of Green Bay, East side of Fox River, Brown County, Wisconsin.

TRANSFER FEE $ 300.00

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

Purchaser agrees to purchase the Property and to pay to Vendor at Green Bay, Wisconsin, the sum of $ 100,000.00, in the following manner: (a) $ 50,000.00 at the execution of this Contract; and (b) the balance of $ 50,000.00, together with interest from date hereof on the balance outstanding from time to time at the rate of six (6) percent per annum until paid in full, as follows:

Principal and interest payments in the amount of $966.64 are due September 1, 1999 and the 1st day of each month thereafter, until paid in full.

Provided, however, the entire outstanding balance shall be paid in full on or before the 14th day of July, 2004 (the maturity date).

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

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

Payments shall be applied first to interest on the unpaid balance at the rate specified and then to principal. Any amount may be prepaid without premium or fee upon principal at any time ~~after xxxxxxxxxxxxxxxxxxxxxxxxxxxx (Qtr) xxx may be prepayment of principal x without permission of Vendor xx~~

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

Purchaser states that Purchaser is satisfied with the title as shown by the title evidence submitted to Purchaser for examination except:

None

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

Purchaser shall be entitled to take possession of the Property on July 14, 1999.

* Cross Out One.

1712601

Purchaser promises to pay when due all taxes and assessments levied on the Property or upon Vendor's interest in it and to deliver to Vendor on demand receipts showing such payment.

Purchaser shall keep the improvements on the Property insured against loss or damage occasioned by fire, extended coverage perils and such other hazards as Vendor may require, without co-insurance, through insurers approved by Vendor, in the sum of $ 50,000.00, but Vendor shall not require coverage in an amount more than the balance owed under this Contract. Purchaser shall pay the insurance premium when due. The policies shall contain the standard clause in favor of the Vendor's interest and, unless Vendor otherwise agrees in writing, the original of all policies covering the Property shall be deposited with Vendor. Purchaser shall promptly give notice of loss to insurance companies and Vendor. Unless Purchaser and Vendor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided the Vendor deems the restoration or repair to be economically feasible.

Purchaser covenants not to commit waste nor allow waste to be committed on the Property, to keep the Property in good tenantable condition and repair, to keep the Property free from liens superior to the lien of this Contract, and to comply with all laws, ordinances and regulations affecting the Property.

Vendor agrees that in case the purchase price with interest and other moneys shall be fully paid and all conditions shall be fully performed at the times and in the manner above specified, Vendor will on demand, execute and deliver to the Purchaser, a Warranty Deed, in fee simple, of the Property, free and clear of all liens and encumbrances, except any liens or encumbrances created by the act or default of Purchaser, and except:

None

Purchaser agrees that time is of the essence and (a) in the event of a default in the payment of any principal or interest which continues for a period of 15 days following the specified due date or (b) in the event of a default in performance of any other obligation of Purchaser which continues for a period of 15 days following written notice thereof by Vendor (delivered personally or mailed by certified mail); then the entire outstanding balance under this contract shall become immediately due and payable in full, at Vendor's option and without notice (which Purchaser hereby waives), and Vendor shall also have the following rights and remedies (subject to any limitations provided by law) in addition to those provided by law or in equity: (i) Vendor may, at his option, terminate this Contract and Purchaser's rights, title and interest in the Property and recover the Property back through strict foreclosure with any equity of redemption to be conditioned upon Purchaser's full payment of the entire outstanding balance, with interest thereon from the date of default at the rate in effect on such date and other amounts due hereunder (in which event all amounts previously paid by Purchaser shall be forfeited as liquidated damages for failure to fulfill this Contract and as rental for the Property if Purchaser fails to redeem); or (ii) Vendor may sue for specific performance of this Contract to compel immediate and full payment on the entire outstanding balance, with interest thereon at the rate in effect on the date of default and other amounts due hereunder, in which event the Property shall be auctioned at judicial sale and Purchaser shall be liable for any deficiency; or (iii) Vendor may sue at law for the entire unpaid purchase price or any portion thereof; or (iv) Vendor may declare this Contract at an end and remove this Contract as a cloud on title in a quiet-title action if the equitable interest of Purchaser is insignificant; and (v) Vendor may have Purchaser ejected from possession of the Property and have a receiver appointed to collect any rents, issues or profits during the pendency of any action under (i), (ii) or (iv) above. Notwithstanding any oral or written statements or actions of Vendor, an election of any of the foregoing remedies shall only be binding upon Vendor if and when pursued in litigation and all costs and expenses including reasonable attorneys fees of Vendor incurred to enforce any remedy hereunder (whether abated or not) to the extent not prohibited by law and expenses of title evidence shall be added to principal and paid by Purchaser, as incurred, and shall be included in any judgment.

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

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

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

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

All terms of this Contract shall be binding upon and inure to the benefits of the heirs, legal representatives, successors and assigns of Vendor and Purchaser. (If not an owner of the property the spouse of Vendor for a valuable consideration joins herein to release homestead rights in the subject Property and agrees to join in the execution of the deed to be made in fulfillment hereof.)

Dated this 14th day of July, 19 99

Amy Jo Sternberg (SEAL)
* Amy Jo Sternberg

(SEAL)
*

The Holzem Family Trust
By:
Joe Holzem (SEAL)
* Joseph M. Holzem

(SEAL)
*

AUTHENTICATION

Signature(s) Amy Jo Sternberg and Joseph M. Holzem

authenticated this 14th day of July, 19 99

Robert H. Geimer
Attorney
* Robert H. Geimer

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

THIS INSTRUMENT WAS DRAFTED BY
Attorney Robert H. Geimer

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

ACKNOWLEDGMENT

State of Wisconsin, } ss.
_____ County.

Personally came before me this _____ day of _____, 19____, the above named _____

to me known to be the person _____ who executed the foregoing instrument and acknowledge the same.

*

Notary Public, _____ County, Wis.
My commission is permanent. (If not, state expiration date: _____, 19____.)

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