



State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

Tommy G. Thompson, Governor
George E. Meyer, Secretary
William R. Selbig, Regional Director

Oshkosh Service Center
905 Bay Shore Drive., P.O. Box 2565
Oshkosh, Wisconsin 54903
TELEPHONE 920-424-3050
FAX 920-424-4404

February 12, 1999

Wendt's Marine Inc.
LaDonna Klein
N9691 Lakeshore Dr.
Van Dyne WI 54979

CONDV

SUBJECT: Conditional Closure of Wendt's Marina
BRRTS ID# 03-20-002172

Dear Ms. Klein:

The above referenced case file has been reviewed by the WDNR's Northeast Region Case Closure Committee. This panel reviews environmental remediation cases for compliance with state laws, standards, and guidelines to maintain consistency in the closeout of cases. After careful review, the Committee has decided to grant a *conditional* case closure. At this time, it appears that actions have been taken to the extent practicable to restore the environment and minimize the harmful effects from this discharge to the air, lands and waters of the state.

First Condition: Deed Restriction

The WDNR is requiring no further remedial action at this time; however, *You must file the attached "Declaration of Restriction" with your county Register of Deeds office within 30 days and send proof of this filing to the Department within 60 days of the date of this letter.* The attached restriction also includes maps which must be filed with the text. (The restriction is a Department standard format and has been drafted with oversight from Department attorneys. Please contact me if you have any questions or concerns regarding the restriction as written.)

Please note that case closure is dependent upon the filing of this deed restriction. *If the restriction is not filed with the County Register of Deeds, the case remains active and continued sampling of the monitoring wells at the site will be required.* A workplan of the sampling schedule and maintenance of the monitoring wells will be required within 90 days of the date of this letter if verification of the restriction filing is not received as indicated above.

Second Condition: Monitoring Well Abandonment

After filing the restriction with the county, all monitoring wells, sumps, and/or boreholes must be abandoned according to Chapter NR 141, Wisconsin Administrative Code. The abandonment forms (#3300-5B) should be sent to my attention.

Until verification of **both** the restriction and abandonment documentation is received, the DNR will continue to track this facility as an active BRR site.

Please be aware that this letter does not absolve the current, or any future owner of this property, from future decisions regarding this site or impacts which may be discovered and/or traced to past or future activities at this site. If additional information in the future indicates that further



investigation and/or remediation is warranted, the Department will require that appropriate action be taken at that time.

The Department appreciates your efforts to protect and restore the environment at this site. If you have any questions regarding this letter, please contact me at (920) 424-7890.

Sincerely,



Kevin D. McKnight
WDNR, Hydrogeologist
mcknik@dnr.state.wi.us

cc: file

Matt Hilse, STS Consultants, Ltd., 1035 Kepler Dr., Green Bay WI 54311

549163

STATE BAR OF WISCONSIN FORM 11 - 1962
LAND CONTRACT
Individual and Corporate
TO BE USED FOR ALL TRANSACTIONS WHERE OVER
\$2,000 IS FINANCED AND IN OTHER NON-CONSUMER
ACT TRANSACTIONS

THIS STATE RECEIVED FOR RECORDING DATA

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94 JAN 14 AM 8:28

Mary A. Brickle
REGISTER OF DEEDS
FOND DU LAC COUNTY, WI

CHRISTOPHER R. KINDT
P.O. BOX 1338
OSHKOSH, WI 54902-1338

Tax Parcel No. T11-4-1.2

TRANSFER
\$ 360.00
FEE

Contract, by and between Douglas A. Wendt and Renee J. Wendt, as survivorship marital property, an undivided one-half (1/2) interest (whether one or more) and Lawrence T. Klein and LaDonna Klein, as survivorship marital property, (Vendor), (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 Fond du Lac County, State of Wisconsin:

Lot Number Two (2) of Certified Survey Map No. 2075, recorded in Volume 11 of Certified Survey Maps pages 64, 64A and 64B located in Government Lot One in the Northeast Quarter (NE1/4) of Fractional Section Four (4), Township Sixteen (16) North of Range Seventeen (17) East, Town of Friendship, Fond du Lac County, Wisconsin.

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

Purchaser agrees to purchase the Property and to pay to Vendor at N9691 Lake Shore Drive the sum of \$ 120,000.00 in the following manner: (a) \$ 28,362.37* at the execution of this Contract; and (b) the balance of \$ 91,000.00 hereof on the balance outstanding from time to time at the rate of six & one-half (6 1/2) per cent per annum during 1994. Thereafter the interest rate shall be one point above the prime interest rate of American Bank of Fond du Lac. The rate for each calendar year of this land contract shall be determined by said prime rate in December of the previous year in equal monthly installments commencing February 1, 1994 and payable on the 1st of the month thereafter. In the assumption of one-half (1/2) the mortgage balance and sewer charges plus \$637.87.

Provided, however, the entire outstanding balance shall be paid in full on or before the 1st day of January 2004 (the maturity date).

Following any default in payment, interest shall accrue at the rate of 1 1/2% 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.

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.

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 January 3, 1994.

One or more petroleum-related discharges have occurred at this property. Structural impediments existing at the time of clean-up made complete remediation of the soil contamination impracticable. Petroleum contaminated soil may remain on this property at the locations described above. Pursuant to the requirements of s. 292.11, Stats., if the structural impediments which currently exist on this property are removed, the property owner shall conduct an investigation of the degree and extent of petroleum-related contamination. To the extent that contamination is found at that time, the Wisconsin Department of Natural Resources shall be immediately notified and the contamination shall be properly treated or disposed of in accordance with applicable laws.

This restriction is hereby declared to be a covenant running with the land and shall be fully binding upon all persons acquiring the above-described property whether by descent, devise, purchase or otherwise. This restriction benefits and is enforceable by, the Wisconsin Department of Natural Resources, its successors and assigns. The Department, its successors or assigns, may initiate proceedings at law or in equity against any person or persons who violate or are proposing to violate this covenant, to prevent the proposed violation or to recover damages for such violation.

Any person who is or becomes owner of the property described above may request that the Wisconsin Department of Natural Resources or its successor issue a determination that the restrictions set forth in this covenant are no longer required. Upon receipt of such a request, the Wisconsin Department of Natural Resources shall determine whether or not the restrictions contained herein can be extinguished. If the Department determines that the restrictions can be extinguished, an affidavit, with a copy of the Department's written determination, may be recorded to give notice that this groundwater use restriction, or portions of this groundwater use restriction are no longer binding.

IN WITNESS WHEREOF, the owner of the property has executed this Declaration of Restrictions, this 21 day of March, 1999.

Signature: Douglas A. Wendt

Printed Name: Douglas A. Wendt

Signature: Bence J. Wendt

Printed Name: Bence J. Wendt

Signature: Lawrence T. Klein

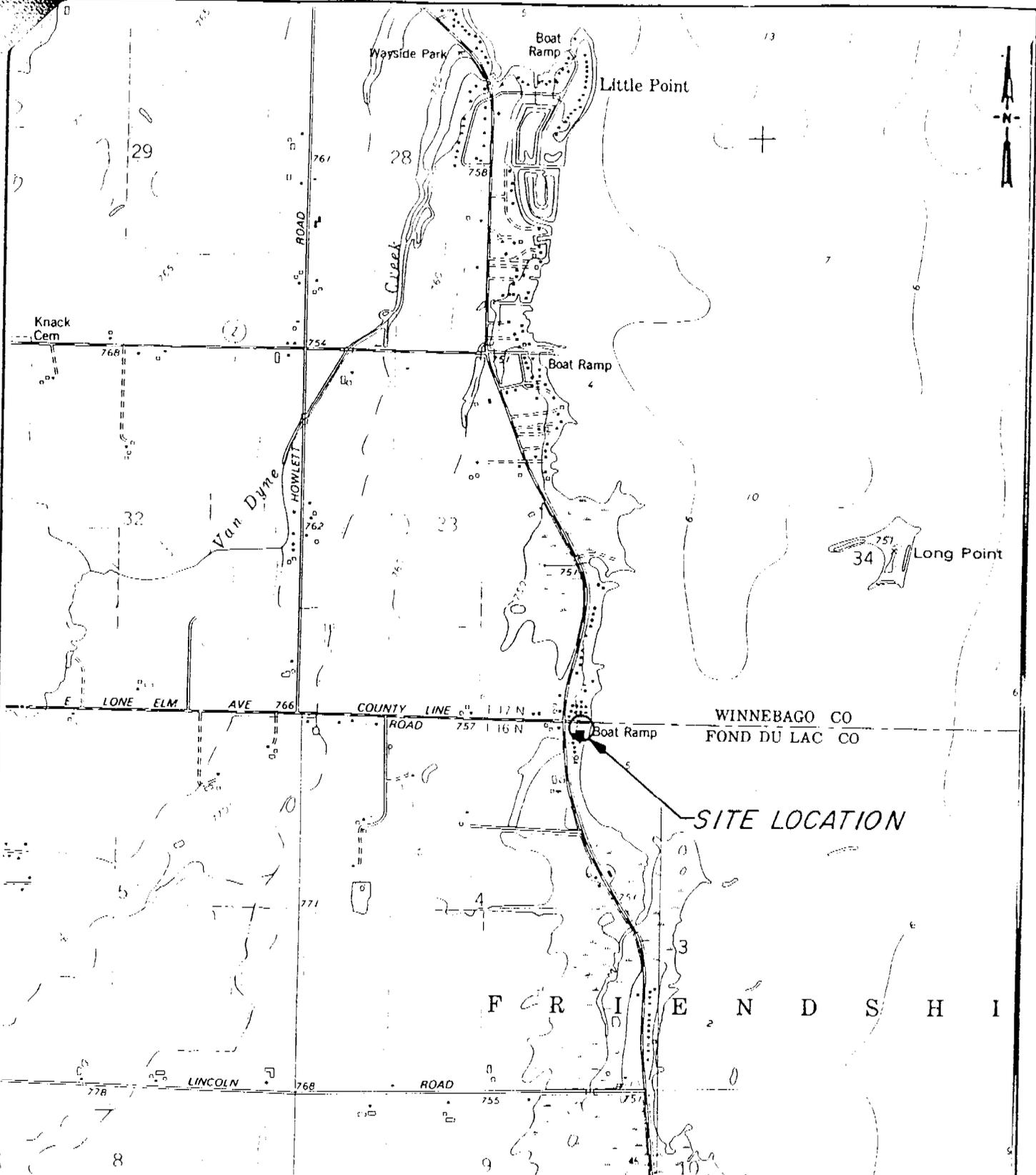
Printed Name: Lawrence T. Klein

Signature: LaDonna M. Klein

Printed Name: LaDonna M. Klein

Subscribed and sworn to before me this 21 day of March, 1999

[Signature]
Notary Public, State of WI Fond du Lac Co
My commission 11/26/2000



MAP SOURCE: MODIFIED FROM FAHRNEY POINT, WIS. U.S.G.S. QUADRANGLE DATED 1974.



STS Consultants Ltd.
Consulting Engineers

PROJECT/CLIENT

WENDT'S MARINA
VAN DYNE, WISCONSIN

SITE LOCATION DIAGRAM

DRAWN BY P.D.P. 6-2-94

CHECKED BY

APPROVED BY PRB

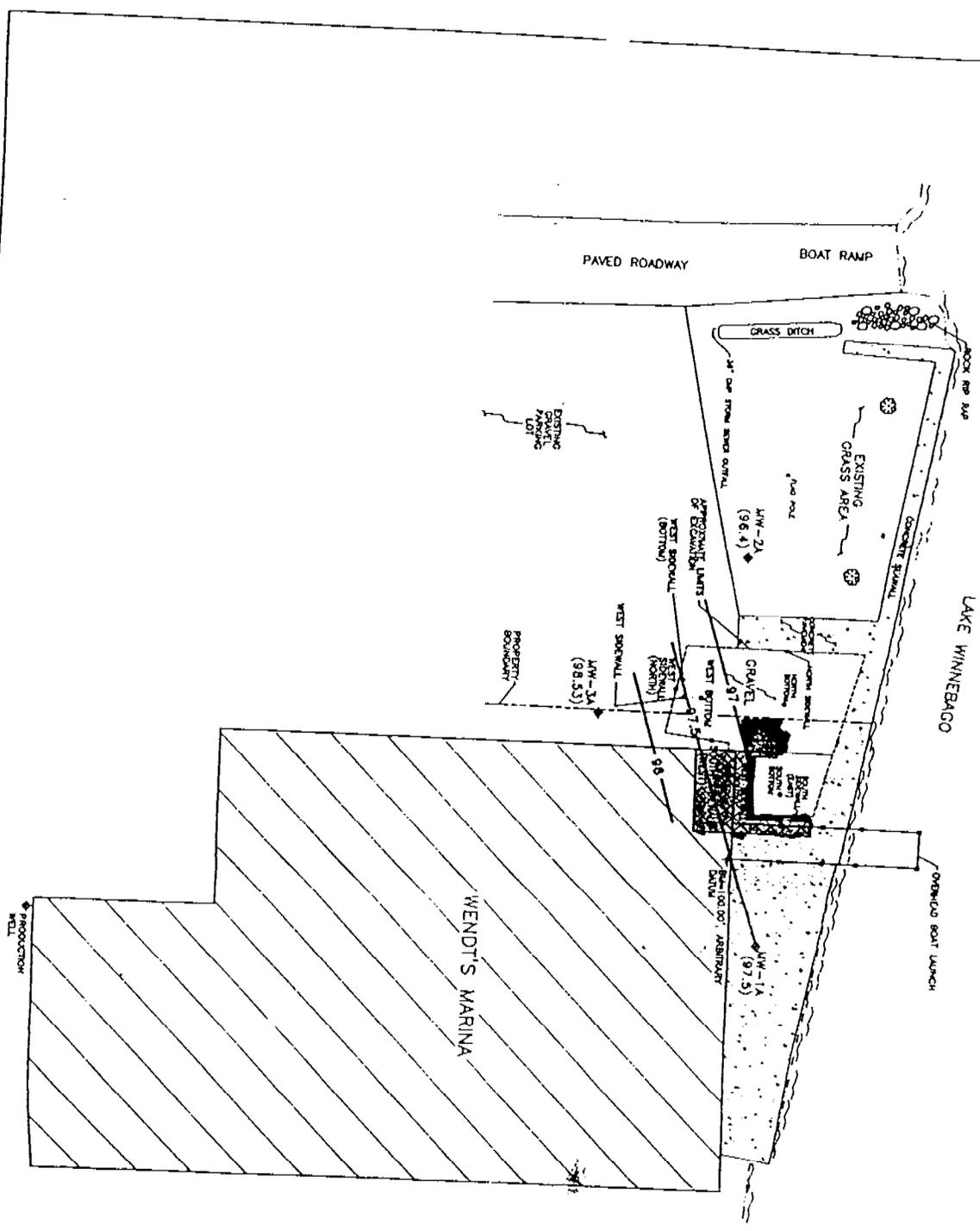
SCALE 1" = 2000'

FIGURE NO 1

STS DRAWING NO

20990W

Figure 3



NOTE:
 BENCH MARK IS S.E. CORNER OF
 BOAT LAUNCH DOORWAY ELEVATION
 ASSUMED 100.00.

- LEGEND**
- LM-2 MONITORING WELL
 - CONCRETE
 - TREE
 - SIGN
 - SUMP
 - SOIL SAMPLE LOCATION
 - GROUNDWATER CONTOUR (98.53)
 - GROUNDWATER ELEVATION IN WELL
 - PETROLEUM HYDROCARBON CONTAMINATED SOIL LEFT IN PLACE



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STS
 Consulting Engineers
 215 Comstock Ave
 Waukesha, WI 53186
 STS PROJECT NO. 20990W
 STS PROJECT FILE
 SCALE 1" = 30'
 DRAWING NO. 3

GROUNDWATER CONTOUR MAP(5-29-97)
 WENDT'S MARINA
 VAN DYNE, WISCONSIN

DRAWN BY	P.O.P.	DATE	11-13-97
CHECKED BY	C.D.T.	DATE	11-13-97
APPROVED BY		DATE	

Table 5
 Summary of Groundwater Analytical Results

P VOC Parameters (mg/L)	ES	PAL	SU-1			MW-1A			MW-2A			MW-3A			Production Well						
			8/20/96	11/14/96	2/14/97	5/29/97	10/2/97	8/20/96	11/14/96	2/14/97	5/29/97	8/20/96	11/14/96	2/14/97		5/29/97					
Benzene	50	0.5	128	32	26	6.2	1.4	<0.5	<0.5	<0.21	<0.5	<0.5	<0.5	<0.21	<0.21						
Toluene	343	68.6	13	<0.6	0.6	<1.5	<1.5	<0.6	<0.6	<1.5	<0.6	<0.6	<0.6	<1.5	<1.5						
Ethylbenzene	700	140	55	21	16	4.4	5.9	<0.6	<0.6	<0.68	<0.6	<0.6	<0.6	<0.68	<0.68						
Total Xylenes	620	124	421	<1.7	<1.7	3.8	7.9	<1.7	<1.7	<1.8	1.7	<1.7	<1.7	<1.8	<1.8						
Methyl-tert-butyl-ether	60	12	49	17	28	1.2	5.7	4.2	<2.7	0.43	2.7	<2.7	4.0	3.4	<0.21						
1,2,4-Trimethylbenzene	---	---	151	5.3	<1.7	3.6	6.8	<1.7	<1.7	<1	1.7	<1.7	<1.7	<1	<1						
1,3,5-Trimethylbenzene	---	---	87	<0.9	<0.9	<0.86	<0.86	<0.9	<0.9	<0.86	<0.9	<0.9	<0.9	<0.86	<0.86						
Field parameters																					
Temperature (°F)			67	45	37	54	NM	66	47	39	53	63	48	39	52	64	46	41	54		
pH (S.U.)			7.2	6.3	6.75	6.84	NM	7.5	6.6	6.64	7.09	7.1	6.3	6.8	7.15	7.5	6.4	7.22	6.84		
Conductivity (uS/cm)			1703	1760	1630	260	MN	858	975	787	940	1586	1600	1495	950	1109	838	948	1713		
Sulfate (mg/L)			NA	790	750	120	NA	NA	120	86	80	NA	120	120	130	NA	200	170	45		
Dissolved Oxygen (mg/L)			NA	2	2	1.5	NA	NA	1	2	1	NA	2	1.5	<1	NA	2	2	<1		
Ferrous Iron (mg/L)			NA	1.5	2	2	NA	NA	<1.0	0	<0.1	NA	0.1	0	<0.1	NA	0.1	0	<0.1		
Nitrate (mg/L)			NA	<2.5	<2.5	<2.5	NA	NA	<2.5	<2.5	<2.5	NA	<2.5	<2.5	<2.5	NA	<2.5	<2.5	<2.5		
Chloride (mg/L)			NA	37.5	>1000	>1000	NA	NA	45	>1000	>1000	NA	22.5	900	700	NA	>1000	>1000	>1000		
Depth to Water (TPVC, ft)			1.38	1.76	3.34	1.36	NM	1.95	2.3	3.24	1.76	3.24	2.22	3.32	2.62	6.53	5.54	6.52	4.12		
Groundwater elevation (TPVC, ft)			97.87	97.49	95.91	97.1	NM	97.36	97.01	96.07	97.55	96.02	97.04	95.94	96.64	96.12	97.11	96.13	98.53		

--- - NR 140 Enforcement Standard Exceedance (October 1996)
 - NR 140 Preventive Action Limit Exceedance (October 1996)

Samples Analyzed for P VOC (USEPA Method 8020)

NA - Not Analyzed

NM - Not Measured

TPVC - Top of PVC