

State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

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

Oshkosh Service Center
625 E. County Rd Y, Suite 700
Oshkosh, Wisconsin 54901-9731
Telephone 920-424-3050
FAX 920-424-4404

May 16, 2000

Mr. and Mrs. Elson Janke
332 East 8th St.
Westfield WI 53964

SUBJECT: Closure of Janke Property
WDNR BRRTS #03-39-002385

Dear Mr. and Mrs. Janke:

On August 24, 1994, the Wisconsin Department of Natural Resources provided a notice to you that the degree and extent of the petroleum contamination at the above named site was required to be investigated and remediated. We have since been informed that the required investigation and remediation has been accomplished.

On February 28, 2000, the above named site was approved for closure with a groundwater use restriction under ch. NR 726, Wis. Adm. Code by the Department.

The Department has received a copy of the completed groundwater use restriction for the above referenced site and proof of filing this record with the Marquette County Register of Deeds and the monitoring well abandonment forms. Based on the investigative and remedial documentation provided to the Department, it appears that the petroleum contamination at the above named site has been remediated to the extent practicable under current site conditions. Therefore, conditional closure of this site has been granted and no further action is necessary at this time. In the future, this groundwater use restriction may be amended with approval from the Department if conditions change at the site and the residual contamination has been remediated. If you have any additional relevant information concerning this matter which was not formerly provided to the Department, you should submit this information to the Department for reevaluation.

The Department's records will reflect final "closure." If you have any questions or concerns, please contact me at (920) 424-7890.

Sincerely,

Kevin D. McKnight
Hydrogeologist
Bureau for Remediation and Redevelopment

cc:  file

Herb Berger, Fischer Environmental, Inc., PO Box 552, Ripon WI 54971

REGISTER'S OFFICE,

Marquette County, Wis.
Received for Record, the 19 day
of October A.D. 1999 at
9:55 o'clock A.M., and recorded in
Vol. 366 of Records on page 85

Bessie M. Wegner
Recorder in Marquette County

Recording Area

Name and Return Address

Richard C. Neeb Realty
P.O. Box 75 ^{112.00}_{81.00}
Westfield, Wisconsin 53964

00-16-08-01-890
(Parcel Identification Number)

CONTRACT, by and between **ELSON A. JANKE and DOROTHY K. JANKE** husband and wife, ("Vendor", whether one or more) and **EUGENE K. PENNER**, a married 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 Marquette County, State of Wisconsin:

TRANSFER

\$ 81.00
FEE

Rental
Weatherization

W - 7
EXEMPT

Commencing 30 feet North of the Southwest corner of Lot 2 in Block E; thence running East 90 feet; thence North 30 feet; thence West 90 feet; thence South 30 feet to the place of beginning. Also commencing 30 feet North from the Southeast corner of Lot 2 in Block E; thence running West 42 feet; thence North 30 feet; thence East 42 feet; thence South 30 feet to the place of beginning, all being in the Village Plat of the Village of Westfield, Marquette County, Wisconsin.

OR
Commencing 30 feet North of the Southwest corner of Lot 2 in Block E; thence running East 132 feet; thence North 30 feet; thence West 132 feet; thence South 30 feet to the place of beginning. All being in the Village of Westfield, Marquette County, Wisconsin. **END OF DESCRIPTION.**

Grantor hereby creates the following restriction which will run with the land:

"No drinking water well may be installed upon the above described premises without the approval of the Wisconsin Department of Natural Resources."

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

Purchaser agrees to purchase the Property and to pay to Vendor at their direction, the sum of \$27,000.00 in the following manner: (a) \$7,000.00 at the execution of this Contract; and (b) the balance of \$20,000.00, together with interest from date hereof on the balance outstanding from time to time at the rate of 11.387% percent per annum until paid in full, as follows:

In 4 consecutive annual payments of \$6,500.00 each, said amount to include interest, commencing on October 1, 2000. (Purchaser agrees to pay the sum of \$6,000.00 interest over the four (4) year period, whether or not the loan is prepaid.)

Provided, however, the entire outstanding balance shall be paid in full on or before the 1st day of October, 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. There may be no prepayment of principal without permission of Vendor.*

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 date of closing.

*Cross out one.

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 \$full insurable value, but Vendor shall not require coverage in an amount more than the balance owed under this Contract. Purchaser shall pay the insurance premiums 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 tenable 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: restrictions, easements and ordinances of record, if any.

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 60 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 60 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 of 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 of 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 amounts then due under this Contract. Purchaser may make any 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 any other subsequent or prior default of Purchaser.

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 15 day of October, 1999.

Elson A. Janke (SEAL) Vendor
Dorothy K. Janke (SEAL) Vendor

Eugene F. Fenner (SEAL) Purchaser

AUTHENTICATION

ACKNOWLEDGMENT

Signature(s)

STATE OF WISCONSIN)

authenticated this day of

MARQUETTE COUNTY)

Personally came before me this 15th day of OCTOBER, 1999, the above named ELSON A. JANKE and DOROTHY K. JANKE, husband and wife, and EUGENE F. FENNER, a married person, to me known to be the person(s) who executed the foregoing instrument and acknowledge the same.

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

RICHARD C. NEWB

Notary Public Marquette County, WI. My Commission is permanent. (If not, state expiration date: OCTOBER 7 2001)

THIS INSTRUMENT WAS DRAFTED BY Attorney Tom Kubasta P. O. Box 808, Wautoma, WI 54982 (lk)

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

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

221763

Document Number

GROUNDWATER USE RESTRICTION
DRAFT

Declaration of Restrictions

In Re: Commencing 30 feet North of the Southwest corner of Lot 2 in block E; thence running East 90 feet; thence North 30 feet; thence West 90 feet; thence south 30 feet to the place of beginning. Also commencing 30 feet North from the Southeast corner of Lot 2 in block E; thence running West 42 feet; thence North 30 feet; thence East 42 feet; thence South 30 feet to the place of beginning, all being in the Village Plat of the Village of Westfield, Marquette County, Wisconsin.

OR

Commencing 30 feet North of the Southwest corner of Lot 2 in Block E; thence running East 132 feet; thence North 30 feet; thence West 132 feet; thence South 30 feet to the place of beginning. All being in the Village of Westfield, Marquette County, Wisconsin.

STATE OF WISCONSIN)
) ss
COUNTY OF Marquette)

WHEREAS, Elson A. Janke and Dorothy K. Janke as vendors and Eugene F. Fenner as purchaser under Land Contract are the owners of the above-described property.

WHEREAS, one or more petroleum discharges have occurred on this property. Petroleum-contaminated groundwater above ch. NR 140, Wis. Adm. Code enforcement standards existed on this property at the following location(s) on the following date(s): Temporary Well 1 (TW-1) with 31 parts per billion (ppb) benzene, 74ppb naphthalene and 910 ppb xylene on August 5, 1999; TW-2 with 170 ppb benzene, 100 ppb naphthalene, 630 ppb trimethylbenzene and 2140 ppb xylene on August 5, 1999; TW-3 with 130 ppb benzene, 56 ppb naphthalene, 930 ppb trimethylbenzene and 3300 ppb xylene on August 5, 1999; TW-4 with 620 ppb benzene, 2700 ethylbenzene, 640 ppb

REGISTER'S OFFICE,

Marquette County, Wis.
Received for Record, the 17 day
of April A.D. 2000 at
9:50 o'clock A. M., and recorded in
Vol. 373 of Records on page 613
Debbie M. Wegner
REGISTER'S OFFICE

Recording Area

Name and Return Address

Dorothy K. Janke
338 E. 8th ST.
Westfield, WI 53962

00-16-08-01-890

Parcel Identification Number (PIN)

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naphthalene, 2870 ppb trimethylbenzene and 7800 xylene on November 24, 1999. Location of temporary wells is provided on Figure 4 attached and made part of this restriction.

WHEREAS, it is the desire and intention of the property owner to impose on the property restrictions which will make it unnecessary to conduct further groundwater or soil remediation activities on the property at the present time.

WHEREAS, natural attenuation has been approved by the Department of Natural Resources to remediate groundwater contamination exceeding ch. NR 140, Wis. Adm. Code groundwater standards within the boundaries of this property.

WHEREAS, construction of wells where the water quality does not comply with drinking water standards in ch. NR 809, Wis. Adm. Code is restricted by chs. NR 811 and NR 812, Wis. Adm. Code. Special well construction standards or water treatment requirements, or both, or well construction prohibitions may apply.

NOW THEREFORE, the owner hereby declares that all of the property described above is held and shall be held, conveyed or encumbered, leased, rented, used, occupied and improved subject to the following limitation and restrictions:

Anyone who proposes to construct or reconstruct a well on this property is required to contact the Department of Natural Resources' Bureau of Drinking Water and Groundwater, or its successor agency, to determine what specific requirements are applicable, prior to constructing or reconstructing a well on this property. No well may be constructed on this property unless applicable requirements are met.

If construction is proposed on this property that will require dewatering, or if groundwater is to be otherwise extracted from this property, while this groundwater use restriction is in effect, the groundwater shall be sampled and analyzed for contaminants that were previously detected on the property and any extracted groundwater shall be managed in compliance with applicable statutes and rules.

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 or 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 one or more of the restrictions set forth in this covenant is no longer required. Upon

the 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, attached to a copy of the Department's written determination, may be recorded to give notice that this deed restriction, or portions of this deed restriction, are no longer binding.

IN WITNESS WHEREOF, the owner of the property has executed this Declaration of Restrictions, this 29 day of March, 2000.

Signature: Elson A. Janke
Printed Name: Elson A. Janke

Signature: Dorothy K. Janke
Printed Name: Dorothy K. Janke

Subscribed and sworn to before me
this 29 day of March, 2000

Joseph J. McCall
Notary Public, State of WI
My commission 12/10/2000

Signature: Eugene F. Fenner
Printed Name: Eugene F. Fenner

Subscribed and sworn to before me
this 12 day of April, 2000

Karen Foley
Notary Public, State of Wisconsin County of Waukesha
My commission 3/2/2003

This document was drafted by the Wisconsin Department of Natural Resources based on information provided by Fischer Environmental, Inc. and Elson and Dorothy Janke.

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TABLE 2
 JANKE PROPERTY
 WESTFIELD, WISCONSIN
 GROUNDWATER ANALYTICAL RESULTS
 FISCHER PROJECT No. 99332.002

Monitoring Well	NR 140		TW-1	TW-2	TW-3	TW-4*	TW-5*
Sampling Date	ES	PAL	8/5/99			11/24/99	
PETROLEUM VOLATILE ORGANIC COMPOUNDS (PVOC) + 1,2-DCA + Naphthalene (µg/L)							
Benzene	5	0.5	31	170	130	620	0.49 Q
1,2-Dichloroethane	5	0.5	<1.8	<3.7	<3.7	<9.2	<0.37
Ethylbenzene	700	140	210	540	530	2700	<0.32
Methyl tert-butyl ether	60	12	<1.6	<3.2	<3.2	<8.0	<0.32
Toluene	343	68.6	100	35	120	110	<0.27
Naphthalene	40	8	74	100	56	640	<0.35
1,2,4-Trimethylbenzene	480	96	447	630	930	2870	<0.22
1,3,5-Trimethylbenzene							<0.27
Xylenes, -m, -p	620	124	910	2140	3300	7800	<0.43
Xylenes, -o							<0.24
OTHER DETECTED VOLATILE ORGANIC COMPOUNDS (VOC) (µg/L)							
n-Butylbenzene	NE	NE	20	<2.9	24	<7.2	<0.29
sec-Butylbenzene	NE	NE	5.8	4.5 Q	6.2 Q	20 Q	<0.29
1,1-Dichloroethane	850	85	<1.7	<3.5	<3.5	<11	<0.43
Di-isopropyl ether	NE	NE	<2.8	<5.5	<5.5	<14	<0.55
Isopropylbenzene	NE	NE	20	39	37	160	<0.26
p-Isopropyltoluene	NE	NE	13	11	21	16 Q	<0.24
n-Propylbenzene	NE	NE	58	84	94	460	<0.76
LEAD (µg/L)							
LEAD (µg/L)	15	1.5	7.9	14	18	500	54

NE - Not established

NA - Not analyzed

ES - Enforcement Standard

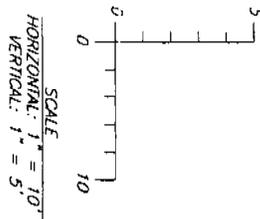
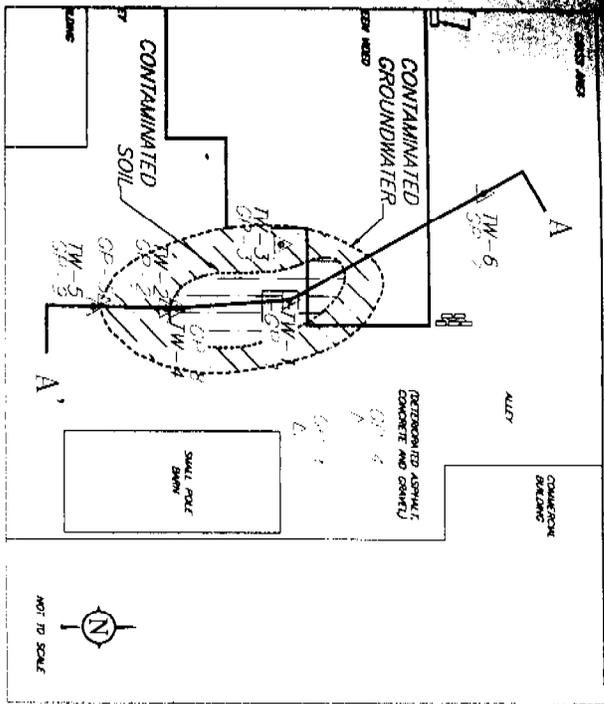
PAL - Preventive Action Limit

Q - Indicates compound detected at concentrations below limit of quantitation

µg/L - micrograms per liter

Shading indicates analytical results above NR 140 Enforcement Standards (ES)

* - Samples not filtered



EXPLANATION	
SOILS CLASSIFICATION	MONITORING WELL
<p>FILL (diagonal lines): See bore logs</p> <p>SM (horizontal lines): Silty sands, sand-silt mixtures.</p> <p>CL (vertical lines): Inorganic clays of low to medium plasticity, generally clayey, sandy clays, silty clays, lean clays.</p> <p>Not observed (empty box): Not observed</p>	<p>Groundwater on 11/24/99</p> <p>Bentonite Seal</p> <p>Well Screen</p> <p>Soil Sample</p> <p>Soil Sample exceeding NR720 Standards</p>

