

GIS Registry Disclaimer

This case was closed by the DNR prior to August 1, 2002, when DNR began adding approved cleanups with residual soil contamination into the GIS Registry. Certain documents that are currently required by ch. NR 726, Wis. Adm. Code may therefore not be included in this packet as they were unavailable at the time the original case was closed.

The information contained in this document was assembled by DNR from a previously closed case file, and added to the GIS Registry to provide the public with information on closed sites with residual soil and/or groundwater contamination remaining above applicable state standards.

GIS REGISTRY

Cover Sheet

July, 2008
(RR 5367)

Source Property Information

BRRTS #:

ACTIVITY NAME:

PROPERTY ADDRESS:

MUNICIPALITY:

PARCEL ID #:

CLOSURE DATE:

FID #:

DATCP #:

COMM #:

*WTM COORDINATES:

X: Y:

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

WTM COORDINATES REPRESENT:

- Approximate Center Of Contaminant Source
- Approximate Source Parcel Center

Please check as appropriate: (BRRTS Action Code)

Contaminated Media:

Groundwater Contamination > ES (236)

Contamination in ROW

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*

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 #: 03-45-000192 PARCEL ID #: 31-3-0126 at closure 31-3-0119 on 19-Feb-2009

ACTIVITY NAME: Azco Hennes WTM COORDINATES: X: 645246 Y: 421189

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

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

SOURCE LEGAL DOCUMENTS

- Deed:** The most recent deed as well as legal descriptions, for the **Source Property**. 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:**
- Signed Statement:** A statement signed by the Responsible Party (RP), which states that he or she believes that ALL legal descriptions attached to the statement are complete and accurate.
Note: The point here is that the legal descriptions are describing the correct (i.e., contaminated) properties.

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.

- 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 #: 1-1 Title: Location Map
- Detailed Site Map:** A map that shows all contaminated properties within site boundaries, showing buildings, roads, property boundaries, contaminant sources, utility lines, monitoring wells and potable wells. This map shows 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 Generic Residual Contaminant Level (GRCL) or a Site Specific Residual Contaminant Levels (SSRCL) as determined under s. NR 720.09, 720.11 and 720.19.
Figure #: 2-1 Title: Soil Sample Locations
- Soil Contamination Contour Map:** For sites closing with residual soil contamination, this map shows the location of all soil and a single contour showing the horizontal extent of each area of contiguous residual soil contamination that exceeds a Generic Residual Contaminant Level (GRCL) or a Site Specific Residual Contaminant Level (SSRCL) as determined under s. NR 720.09, 720.11 and 720.19.
Figure #: Exb B Title: Approximate Area of Soil Contamination

BRRTS #: 03-45-000192

ACTIVITY NAME: Azco Hennes

MAPS (continued)

- Geologic Cross-Section Map:** A map showing the source location and vertical extent of residual soil contamination exceeding a Generic Residual Contaminant Level (GRCL) 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 #: **Title:**

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

Figure #: **Title:**

Figure #: **Title:**

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

Tables must be no larger than 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 #: 3-2 **Title:** **Soil Analytical Results**

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

Table #: **Title:**

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

Table #: **Title:**

IMPROPERLY ABANDONED MONITORING WELLS

For each monitoring well not properly abandoned according to requirements of s. NR 141.25 include the following documents.

Note: *If the site is being listed on the GIS Registry for only an improperly abandoned monitoring well you will only need to submit the documents in this section for the GIS Registry Packet.*

- Not Applicable**

- Site Location Map:** A map showing all surveyed monitoring wells with specific identification of the monitoring wells which have not been properly abandoned.

Note: *If the applicable monitoring wells are distinctly identified on the Detailed Site Map this Site Location Map is not needed.*

Figure #: **Title:**

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

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

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

BRRTS #: 03-45-000192

ACTIVITY NAME: Azco Hennes

NOTIFICATIONS

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

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 the RP received confirmation for notifying current source property owner.

Letter To Off-Source Property Owners: Copies of all letters sent by the Responsible Party (RP) to owners of properties with groundwater exceeding an Enforcement Standard (ES), and to owners of properties that will be affected by a land use control under s. 292.12, Wis. Stats.

Note: Letters sent to off-source properties regarding residual contamination must contain standard provisions in Appendix A of ch. NR 726.

Number of "Off-Source" Letters:

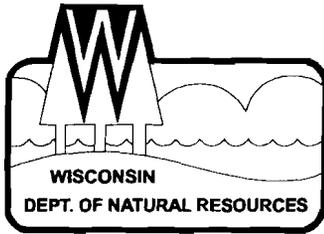
Return Receipt/Signature Confirmation: Written proof of date on which the RP received confirmation for notifying any off-source property owner.

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 boundaries of the contaminated site, for contamination exceeding a groundwater Enforcement Standard (ES) and/or soil exceeding a Generic Residual Contaminant Level (GRCL) or a Site Specific Residual Contaminant Level (SSRCL).

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



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

November 9, 1998

Mr. Fred Strey, Vice President
AZCO Inc.
P.O. Box 567
Appleton, WI 54912-0567

SUBJECT: Closure of AZCO Inc., 1600 W. Haskell St., Appleton WI
BRRTS ID# 03-45-0192

Dear Mr. Strey:

On September 10, 1998 the above referenced site was closed on the WDNR BRRTS Tracking System. The site was closed according to provisions of the March 12, 1998 WDNR letter from Jennifer Huffman. If other information regarding this site is needed please contact this office.

Sincerely,

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

cc: file



Quality Natural Resources Management
Through Excellent Customer Service



3/120 31P 211

1248300

Document Number

Declaration of Restrictions
and Covenants
Document Title

**OUTAGAMIE COUNTY
RECEIVED FOR RECORD**

NOV 18 1987

AT 1 O'CLOCK ~~AM~~ P.M.
GRACE HERB
REGISTER OF DEEDS

Recording Area

pt 18.00

Name and Return Address

Jenny R. Morrow
THE AZCO GROUP, LTD.
P.O. Box 567
Appleton, WI 54912-0567

31-3-0126

Parcel Identification Number (PIN)

Declaration of Restrictions and Covenants

In Re: Real property described in Exhibit A, attached and in Document No. 1132289, Jacket 16049, Image 01, Register's Office, Outagamie County, Wisconsin.

STATE OF WISCONSIN)
) ss
COUNTY OF Outagamie)

WHEREAS, THE AZCO GROUP, LTD, a Wisconsin corporation as Vendor under land contract, and G & S Machine Company, Inc., Purchaser under land contract, are the owners of the above-described property; and

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

NOW THEREFORE, the owners 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:

One or more petroleum discharges have occurred at this property. Structural impediments, consisting of underground utilities and a public sidewalk, 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 following locations: on a portion of the property and in the right-of-way more particularly depicted on EXHIBIT B, as part of "Area 1". Pursuant to the requirements of s. 292.11, Stats., any future work on this property which removes the structural impediments which currently exist shall include an investigation of the degree and extent of petroleum 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 inures to the benefit of 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.

IN WITNESS WHEREOF, the owners of the property have executed this Declaration of Restrictions, this 6th day of November, 1997.

By signing this document, MARK W Loper acknowledges that [he/~~she~~] is duly authorized to sign this document on behalf of the AZCO Group Ltd.

Signature: Mark W. Loper

Printed Name: MARK W Loper

Title: President / CEO

By signing this document, SAMUEL E NEELEY acknowledges that [he/~~she~~] is duly authorized to sign this document on behalf of G & S Machine Company, Inc..

Signature: Samuel E. Neeley

Printed Name: SAMUEL E. NEELEY

Title: VP

Subscribed and sworn to before me this 6th day of November, 1997

Denny R. Morrow
Notary Public, State of Wisconsin
My commission is permanent

This document was drafted by the Wisconsin Department of Natural Resources.

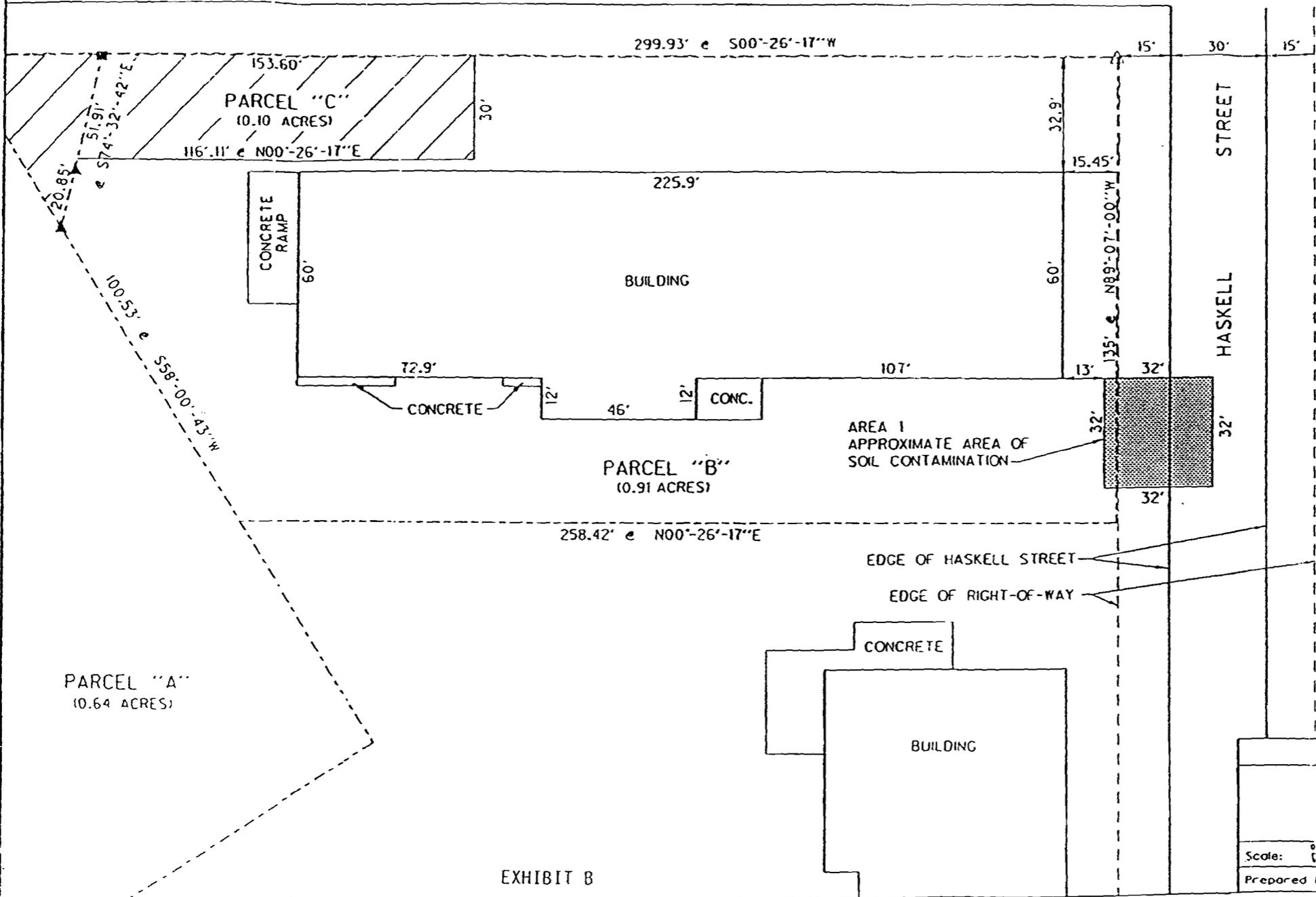
EXHIBIT A

Parcel B

A parcel of land being part of Lots Two (2) and Eight (8), and all of Lots One (1) and Nine (9), in Block Four (4), Rogers and Company Plat, City of Appleton, Outagamie County, Wisconsin, according to the recorded Assessor's Map of said City; and that part of vacated Railroad Street lying northwesterly and adjacent to the above described premises; and that part of the vacated west 1/2 of Douglas Street lying east of and adjacent to the above described premises, all being bounded and described as follows:

Commencing at the northerly corner of said Block One (1) Rogers and Company Plat; thence S64-10-43E, 140.46 feet along the northeasterly line of said Block One (1) and its extension southeasterly to the east line of the vacated west 1/2 of Douglas Street; thence S00-26-17W, 68.80 feet along said east line to the point of beginning; thence continuing S00-26-17W, 299.93 feet along said east line to a point on the extension to the east of the south line of Block Four (4); thence N89-07-00W, 135.00 feet along said south line and its extension; thence N00-26-17E, 258.42 feet; thence N58-00-43E, 100.53 feet; thence S74-32-42E, 51.91 feet to the point of beginning.

VACATED DOUGLAS STREET



LEGEND

- EDGE OF RIGHT-OF-WAY
- PROPERTY LINE
- ▲ RAILROAD SPIKE SET
- △ RAILROAD SPIKE FOUND
- P.K. NAIL SET
- ▨ AREA 1 APPROXIMATE AREA OF SOIL CONTAMINATION

NOTE:
SURVEY MEASUREMENTS DERIVED FROM
ROBERT F. REIDER OF CAROL LAND
SURVEYING CO., INC.
DATE OF SURVEY 9-9-92.

EXHIBIT B

AZCO	
EXHIBIT B APPROXIMATE AREA OF SOIL CONTAMINATION	
Scale:	Date: APRIL 1997
Prepared by: Foth & Van Dyke	By: JRBZ

File



State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

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

Solid Waste Office
1298 Lombardi Avenue
Green Bay, Wisconsin 54304
TELEPHONE 414-492-5868
Fax (414) 492-5859

March 12, 1997

Mr. Fred Strey, Vice President
AZCO Inc.
P.O. Box 567
Appleton, WI 54912-0567

SUBJECT: Case Closure Pending a Deed Restriction , AZCO Inc., 1600 W. Haskell Street, Appleton, Wisconsin, WDNR BRR# 03-45-0192

Dear Mr. Strey:

On March 3, 1997 the Northeast Region Closeout Committee reviewed your request for case closure for the site identified above. The committee has agreed to close this site pending a deed restriction. This deed restriction will state that inaccessible soil contamination remains at this site and that additional remedial action is not feasible at this time. The document would be placed in the file with the deed running with the property. The City of Appleton must also be notified of the remaining inaccessible soil contamination left in place.

Only when the deed restriction has been finalized and filed with Outagamie County can this site be closed. To complete the deed notification, the Department requires a complete (unabbreviated) legal description of the property be provided. This may be obtained from the Outagamie County Register of Deeds.

In addition to providing a copy of the unabbreviated deed, you must also provide a completed *Declaration of Restrictions and Covenants*. I have attached an uncompleted copy that you must follow and fill in with the following specific information:

1. Inserted complete, legal description of the property as it appears on the most recent deed.
2. Inserted description of the location or locations on the property where contamination was left in place because structural impediments made a complete cleanup impracticable. This description must be based upon a professional survey of this location.
3. An attached site map labeled Exhibit A which visually identifies the specific location or locations which were professionally surveyed and described in number 2, above.

As soon as this is submitted, the Department will review the completed deed restriction. If it is accurate, we will ask you to send us a signed copy with proof of filing with Outagamie



Mr. Fred Strey
March 12, 1997

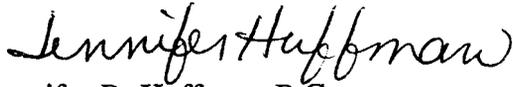
Page 2 of 2

County for our files. At that time, the site may be closed.

This deed restriction is an option which the Department can offer in order to close this site. If you choose not to accept this option, you may perform additional investigation and cleanup of the remaining contamination. Within **14 days** please submit a letter to the Department documenting your intentions.

If you have any questions, please feel free to contact me at (414) 492-5868.

Sincerely,



Jennifer B. Huffman, P.G.
Hydrogeologist
Remediation and Redevelopment Program

attachment (*Model Declaration of Restrictions and Covenants*)

cc: Steve Donohue - Foth & VanDyke, 2737 S. Ridge Road, P.O. Box 19012, Green Bay, WI 54307-9012 (w/attachment)
Representative Steve Wieckert - c/o Krissy Stadthaus, 9 N. State Capitol, Madison, WI 53708 (w/attachment)

ABSTRACTED NO. 859341

WARRANTY DEED STATE BAR OF WISCONSIN FORM 2 - 1982 J 5233 I 22

THIS SPACE RESERVED FOR RECORDING DATA

REGISTER'S OFFICE OUTAGAMIE COUNTY, WI. RECEIVED AND RECORDED ON

FEB 25 1985

AT 3 O'CLOCK P.M. IN JACKET 5233 IMAGE 122-23 Grace Herb ch REGISTER OF DEEDS

RETURN TO Foley & Lardner Attn: Chuck Benner

Z. Y. Realty, Inc., a Wisconsin corporation, conveys and warrants to The Azco Group, Ltd., a Wisconsin corporation,

the following described real estate in Outagamie County, State of Wisconsin:

SEE LEGAL DESCRIPTION ON REVERSE HEREOF.

TRANSFER \$ 1455.00 FEE

This is not homestead property. (is not)

Exception to warranties: easements and restrictions of record.

Dated this 22nd day of February, 1985 Z. Y. REALTY, INC.

By: William Bradway, President (SEAL) By: John Schmitz, Secretary (SEAL)

AUTHENTICATION

Signature(s) William Bradway and John Schmitz authenticated this 22nd day of February, 1985 Thomas H. Sutter TITLE: MEMBER STATE BAR OF WISCONSIN (If not, authorized by § 706.06, Wis. Stats.)

ACKNOWLEDGMENT

STATE OF WISCONSIN 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.)

THIS INSTRUMENT WAS DRAFTED BY Attorney Thomas H. Sutter Appleton, Wisconsin (Signatures may be authenticated or acknowledged. Both are not necessary.)

6.00 1455.00

5226-39

3/11/8
3/1/20

J 5233 I 23

LEGAL DESCRIPTION

All of Blocks One (1) and Four (4), ROGERS & COMPANY PLAT, City of Appleton, Outagamie County, Wisconsin, according to the recorded Assessor's Map of said City and that part of vacated Railroad Street lying between Blocks One (1) and Four (4) and more fully described in Volume 393 of Deeds, page 191,* less and excepting therefrom that part of Lots One (1), Two (2) and Three (3), Block One (1), ROGERS & COMPANY PLAT, City of Appleton, Outagamie County, Wisconsin, according to the recorded Assessor's Map of said City, more fully described as follows: Beginning at a point on the Northwesterly line of said Lot Three (3), Block One (1), which is 95.0 feet Southwesterly of the Northerly corner of said Block One (1); thence Northeasterly 95.0 feet along the Northwesterly line of said Block One (1); thence Southeasterly 42.0 feet along the Northeasterly line of said Block One (1); thence Southwesterly 122.7 feet to the point of beginning, containing 1690 square feet, more or less.

*and that part of the West 1/2 of vacated Douglas Street lying East of and adjacent to the above-described premises

J 16049 I 01

LAND CONTRACT

OUTAGAMIE
Document # 1132289

Contract, by and between THE AZCO GROUP LTD., a Wisconsin corporation ("Vendor", whether one or more) and G & S MACHINE COMPANY, INC., a Wisconsin corporation ("Purchaser", whether one or more). Vendor agrees to sell and 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 "Property"), in Outagamie County, State of Wisconsin:

OUTAGAMIE COUNTY
RECEIVED FOR RECORD

AUG 10 1994

AT 3:50 O'CLOCK A.M. P.M.
GRACE HERB
REGISTER OF DEEDS

Parcel "B" and Parcel "C" as described on the survey dated January 22, 1990 as amended August 27, 1992 and September 9, 1992 by Carow Land Surveying Co., Inc.

Return to:
Attorney Mark W. Loper
P.O. Box 567
Appleton, WI 54912

pd
22.00
780.

Parcel B

A parcel of land being part of Lots Two (2) and Eight (8), and all of Lots One (1) and Nine (9), in Block Four (4), Rogers and Company Plat, City of Appleton, Outagamie County, Wisconsin, according to the recorded Assessor's Map of said City; and that part of vacated Railroad Street lying northwesterly and adjacent to the above described premises; and that part of the vacated west 1/2 of Douglas Street lying east of and adjacent to the above described premises, all being bounded and described as follows: Commencing at the northerly corner of said Block One (1) Rogers and Company Plat; thence S64-10-43E, 140.46 feet along the northeasterly line of said Block One (1) and its extension southeasterly to the east line of the vacated west 1/2 of Douglas Street; thence S00-26-17W, 68.80 feet along said east line to the point of beginning; thence continuing S00-26-17W, 299.93 feet along said east line to a point on the extension to the east of the south line of Block Four (4); thence N89-07-00W, 135.00 feet along said south line and its extension; thence N00-26-17E, 258.42 feet; thence N58-00-43E, 100.53 feet; thence S74-32-42E, 51.91 feet to the point of beginning.

2/100

Parcel C

A parcel of land being part of vacated Railroad Street and part of the vacated west 1/2 of Douglas Street, City of Appleton, Outagamie County, Wisconsin, bounded and described as follows: Commencing at the northerly corner of Block One (1) of Rogers and Company Plat according to the recorded Assessor's map of said City; thence S64-10-43E, 140.46 feet along the northeasterly line of said Block One (1) and its extension southeasterly to the east line of the vacated west 1/2 of Douglas Street; thence S00-26-17W, 23.50 feet along said east line to the point of beginning; thence continuing S00-26-17W, 45.30 feet along said east line; thence N74-32-42W, 51.91 feet; thence N58-00-43E, 59.40 feet to the point of beginning.

Purchaser agrees to purchase the Property and to pay to Vendor at 2150 Holly Road in the Town of Menasha, Wisconsin, the sum of Two Hundred Sixty Thousand Dollars (\$260,000.00) in the following manner: (a) Twenty Thousand Dollars (\$20,000.00) at the execution of this Contract; and (b) the balance of Two Hundred Forty Thousand Dollars (\$240,000.00), together with interest from date hereof on the

TRANSFER
\$ 780.00
FEE

balance outstanding from time to time at the annual rate of the prime rate as announced from time to time by M&I Bank Fox Valley, its successors or assigns, at its principal place of business (the "Prime Rate") per annum until paid in full, as follows: Twenty-four (24) monthly payments commencing September 10, 1994, in the amount of Two Thousand Five Hundred Dollars (\$2,500.00) and payable each tenth of the month thereafter with the final monthly payment due August 10, 1996. The outstanding balance of principal and interest shall be paid in full in cash or certified check on September 10, 1996 (the maturity date).

Following any default in payment, interest shall accrue at the rate of four percent (4%) per annum over the Prime Rate on the entire amount in default (which shall include, without limitation, delinquent interest and, upon acceleration or maturity, the entire principal balance).

Payments required under the Land Contract 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 closing.

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 payments been made as first specified above; provided that payments shall be continued in the same amount in the event of credit of any proceeds of insurance or condemnation, the condemned premises being thereafter excluded herefrom.

Except as expressly set forth herein in connection with the remediation of the LUST Site, Purchaser accepts the property "AS IS" and "WHERE IS" and acknowledges and agrees that neither Vendor, nor its employees or agents, have made any representations or warranties in connection with the Property and that purchaser has conducted all inspections which it deems necessary or desirable in connection with its acquisition of the Property in "AS IS" condition.

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.

Purchaser shall be entitled to take possession of the Property on August 12, 1994.

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 with an all risk policy covering 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 Two Hundred Sixty Thousand Dollars (\$260,000.00). Purchaser shall pay the insurance premiums for the coverages required herein when due. The policies shall contain the standard clause in favor of the Vendor's interest. Purchaser

shall furnish to Vendor certificates of insurance evidencing the coverages required herein. 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.

Vendor, with respect to its interest, shall be named as an additional insured under Purchaser's all risk policy. Purchaser's insurance shall be primary and not contributory toward any insurance carried by Vendor on the Property.

Purchaser shall also furnish a commercial general liability policy, naming Vendor as an additional insured, with a combined single limit for bodily injury and property damage of not less than \$2,000,000.00. The policy shall be written to include premises operations.

Purchaser shall carry insurance for full replacement cost of equipment used in Purchaser's operations at the Property and any additions or alterations to said Property.

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.

Purchaser grants to Vendor an easement for the benefit of Vendor, its employees, agents, representatives and independent contractors, on, over, under, across and above the property for the performance of any and all monitoring, maintenance, remediation, inspections, repairs, replacements, restoration, relocation and all such other actions, including without limitation, ingress and egress in connection therewith, as Vendor may deem reasonably necessary or desirable to fully complete remediation of the LUST Site (shown on Exhibit A attached hereto) and to obtain closure, in all respects, from the Wisconsin Department of Natural Resources (hereinafter "DNR") in connection therewith. Vendor shall use reasonable efforts not to unreasonably interfere with the operation of Purchaser's business on the Property. The foregoing easement shall survive the satisfaction or termination of this Land Contract and may be terminated or modified only by a writing executed and delivered by Vendor and Purchaser.

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 time and in the manner above specified, Vendor will demand on, 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 any liens or encumbrances created by the act or default of Purchaser and except municipal and zoning ordinances, recorded building and use restrictions, recorded public utility easements, taxes and special assessments levied for the year 1994 and thereafter, matters which would be disclosed by an accurate survey and, if the remediation of the LUST Site has not been completed to Vendor's and the Wisconsin DNR's satisfaction, the easement set forth in this Land Contract in connection with such remediation.

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 ten (10) 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 ten (10) 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:

1. Vendor may, at its option, terminate this Contract and Purchaser's right, title and interest in the Property and recover the Property back through strict foreclosure. In the event of strict foreclosure, any equity of redemption shall 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. Further, in the event of strict foreclosure, if Purchaser fails to redeem, all amounts previously paid by Purchaser shall be forfeited as liquidated damages for failure to fulfill this Contract and as rental for the Property; or
2. 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
3. Vendor may sue at law for the entire unpaid purchase price or any portion thereof; or
4. 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
5. 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 1, 2 or 4 above.

Notwithstanding any oral or written statements or actions of Vendor, any election of any of the foregoing remedies shall only be binding upon Vendor, if at all, 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 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 leases or in any other way including without limitation by operation of law) 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.

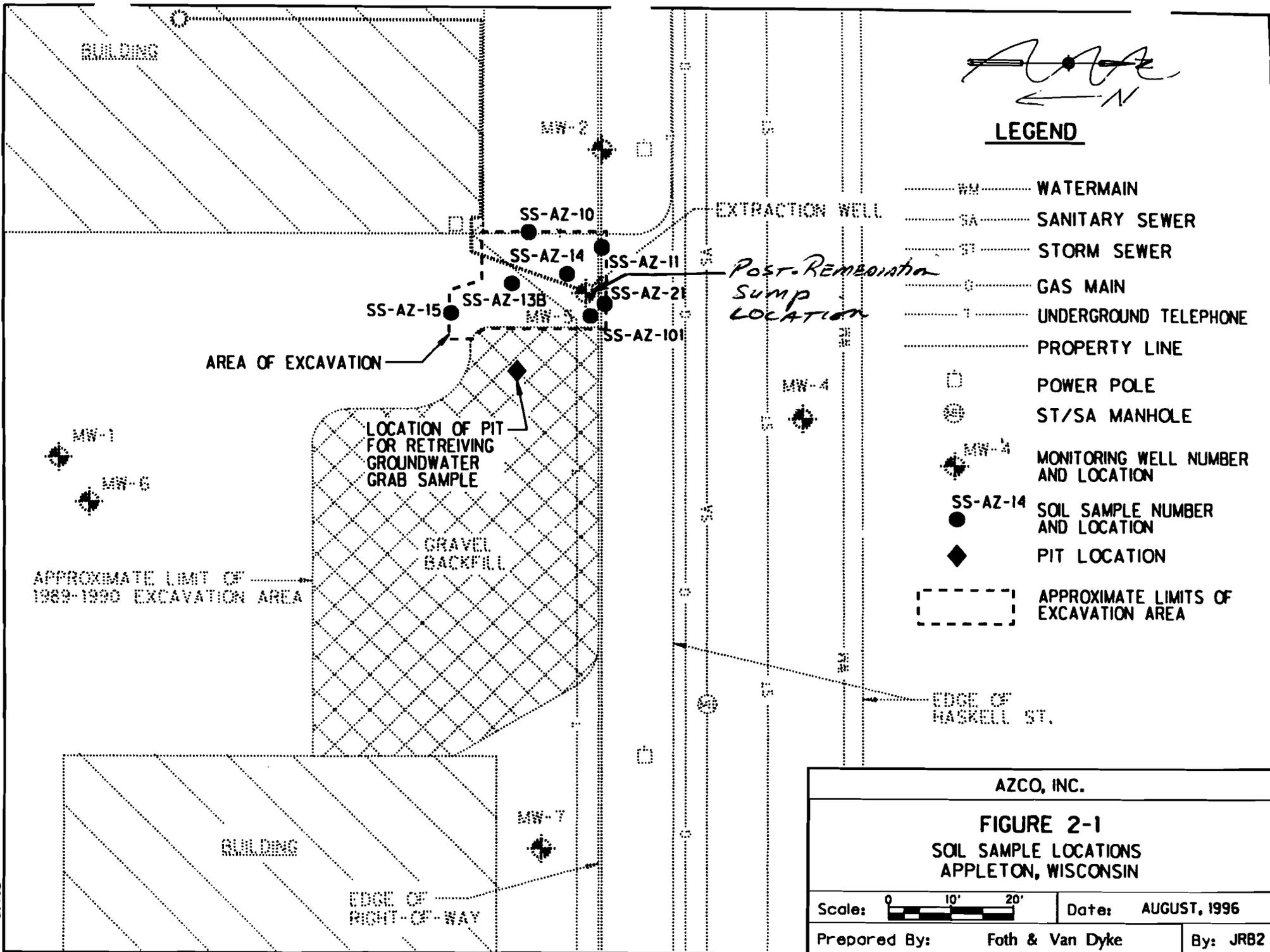
Vendor shall make all payments when due under any mortgage outstanding against the Property on the date of this Contract or under any note secured thereby, provided Purchaser makes timely payment of the amounts then due under this Contract.

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

Vendor agrees to indemnify and save Purchaser harmless from and against any and all losses, damages, claims, liabilities, costs, fees and expenses, including without limitation, reasonable attorneys fees, incurred by Purchaser as a direct result of the contamination of soil with petroleum in the area surrounding monitoring well MW-5 as more particularly indicated on the attached Exhibit A (the LUST Site). This indemnity shall survive closing until such time as Vendor has sufficiently completed remediation of the LUST Site in order to obtain either (i) the following statement, or a statement substantially similar thereto from Vendor's environmental consultant, Foth & VanDyke: "In Foth & VanDyke's opinion, the LUST Site has been satisfactorily addressed in accordance with applicable statutes and regulations and the LUST Site should be considered for closure by the DNR"; or (ii) closure from the DNR in connection with LUST Site, at which time said indemnity shall automatically terminate. Vendor has commenced an approved remediation of the referenced LUST Site in accordance with the requirements of the DNR and is in the process of continuing to monitor ground water in accordance with said requirements.

Purchaser agrees to indemnify and save Vendor harmless from and against any and all losses, damages, claims, liabilities, costs, fees and expenses, including without limitation, reasonable attorneys fees, that may be incurred by or alleged against Vendor as a result of or arising out of acts or omissions of Purchaser, its officers, directors, employees, agents, representatives, independent contractors, tenants and invitees on, in or about or in connection with the Property, including, without limitation, losses, damages, claims, liabilities, costs, fees and expenses arising under Environmental Laws (as such term is hereinafter defined). "Environmental Laws" is hereinafter defined as the Comprehensive Environmental Response and Compensation and Liability Act, the Hazardous Materials Transportation Act, the Resources Conservation and Recovery Act and the regulations adopted and the publications promulgated thereto, or in any other federal, state or local governmental law, ordinance, rule or regulation.

The parties hereto acknowledge that the existing soil vapor extraction piping on the Property (the "Piping") may need to be relocated in order for Purchaser to operate the property as intended. Purchaser agrees that Purchaser will be solely responsible for, and shall promptly pay, all costs and expenses associated with any such relocation, including, without limitation, the costs, expenses and fees of purchasing, installing, designing, testing and permitting and obtaining approval for any new pipes, pumps and appurtenant or related equipment, machinery and facilities. The Piping shall be relocated under the direction of and with consent of Vendor and Foth & VanDyke, and in accordance with plans and specifications approved by Vendor, Foth & VanDyke and, if Vendor deems it necessary or desirable, the DNR.



LEGEND

- WM WATERMAIN
- SA SANITARY SEWER
- ST STORM SEWER
- G GAS MAIN
- T UNDERGROUND TELEPHONE
- PROPERTY LINE
- POWER POLE
- ST/SA MANHOLE
- MONITORING WELL NUMBER AND LOCATION
- SS-AZ-14 SOIL SAMPLE NUMBER AND LOCATION
- PIT LOCATION
- APPROXIMATE LIMITS OF EXCAVATION AREA

AZCO, INC.		
FIGURE 2-1 SOIL SAMPLE LOCATIONS APPLETON, WISCONSIN		
Scale: 0 10' 20'	Date: AUGUST, 1996	
Prepared By: Foth & Van Dyke	By: JRB2	

Post-Remediation Sump Location

AREA OF EXCAVATION

LOCATION OF PIT FOR RETREIVING GROUNDWATER GRAB SAMPLE

GRAVEL BACKFILL

APPROXIMATE LIMIT OF 1989-1990 EXCAVATION AREA

EDGE OF HASKELL ST.

BUILDING

BUILDING

EDGE OF RIGHT-OF-WAY

MW-2

SS-AZ-10

SS-AZ-14

SS-AZ-11

SS-AZ-21

SS-AZ-15

SS-AZ-13B

SS-AZ-101

MW-3

MW-4

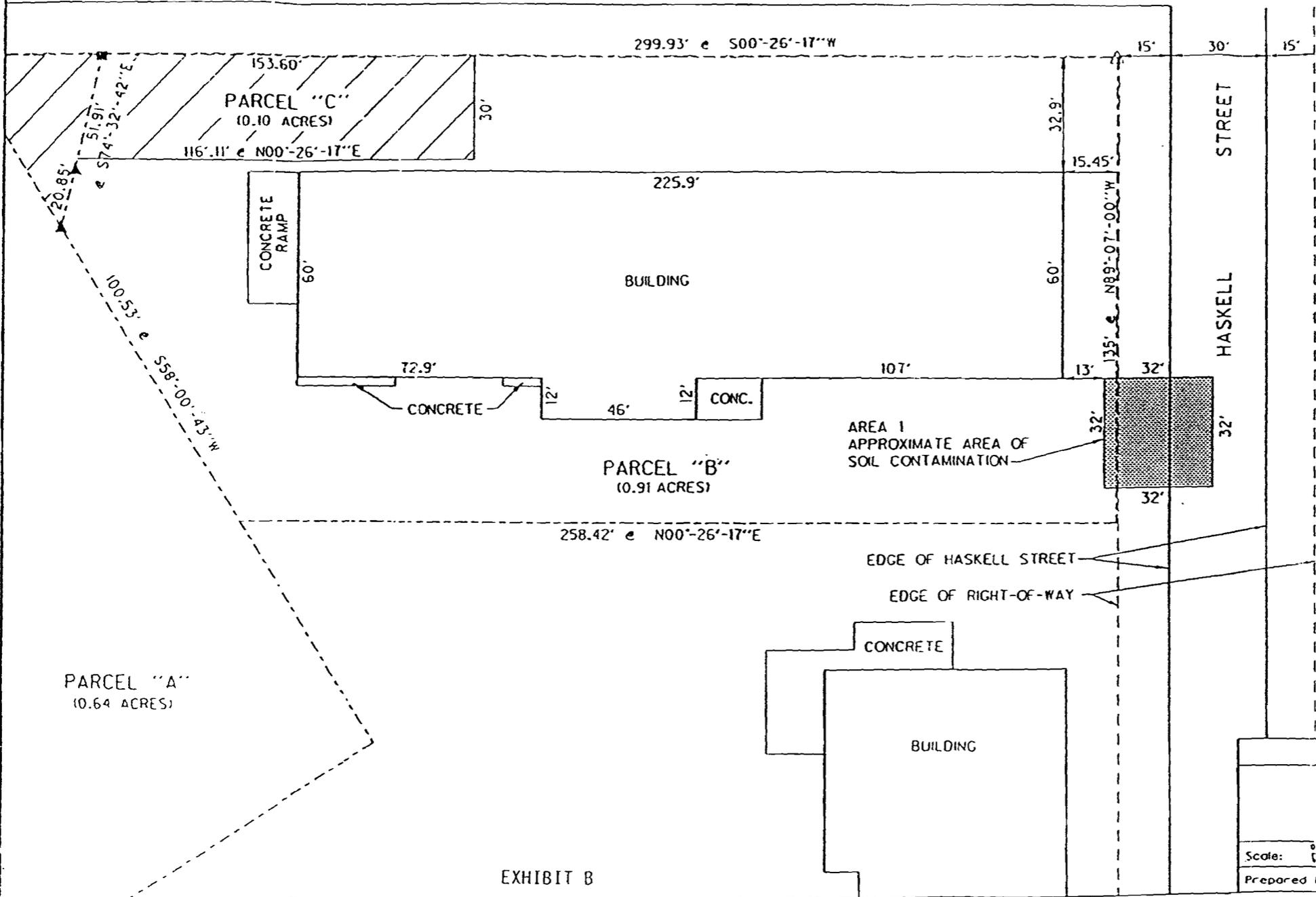
MW-1

MW-6

SS-AZ-14

MW-7

VACATED DOUGLAS STREET



LEGEND

- EDGE OF RIGHT-OF-WAY
- PROPERTY LINE
- ▲ RAILROAD SPIKE SET
- △ RAILROAD SPIKE FOUND
- P.K. NAIL SET
- ▨ AREA 1 APPROXIMATE AREA OF SOIL CONTAMINATION

NOTE:
SURVEY MEASUREMENTS DERIVED FROM
ROBERT F. REIDER OF CAROL LAND
SURVEYING CO., INC.
DATE OF SURVEY 9-9-92.

EXHIBIT B

AZCO	
EXHIBIT B APPROXIMATE AREA OF SOIL CONTAMINATION	
Scale:	Date: APRIL 1997
Prepared by: Foth & Van Dyke	By: JRBZ

Table 3-2

AZCO INC.
Soil Analytical Results
1600 West Haskell Street
Appleton, Wisconsin
June 11, 1996

Soil Sample I.D.	Location	Depth (ft)	MTBE (µg/Kg)	Benzene (µg/Kg)	Toluene (µg/Kg)	Ethyl-benzene (µg/Kg)	Total xylenes (µg/Kg)	1,3,5-trimethyl benzene (µg/Kg)	1,2,4-trimethyl benzene (µg/Kg)	DRO (mg/Kg)	GRO (mg/Kg)
SS-AZ-101	Northeast Corner Area	6	<420	<410	2,200	3,700	6,900	9,300	33,000	280	890
SS-AZ-10	West Wall	5	<21	<20	84	<12	<24	<17	<14	<2.7	0.84
SS-AZ-11	North Wall - West at city right-of-way	8	<420	870	1,800	5,400	25,500	5,300	14,000	560	380
SS-AZ-13B	South Floor	5.5	<21	<20	<11	<12	<24	<17	<14	<2.7	0.59
SS-AZ-14	Mid-center Floor	7	<21	<20	63	<12	<24	<17	<14	<2.7	0.50
SS-AZ-15	South Wall	3.5	<21	<20	<11	<12	<24	<17	<14	<2.7	0.57
SS-AZ-21	North Wall - East at city right-of-way	3.5	<21	<20	94	92	430	72	200	26	18
AZ-10-FB	Methanol Field Blank		<21	<20	47	<12	<24	<17	<14	NA	0.60
AZ-10-TP	Methanol Trip Blank		<21	<20	<11	<12	<24	<17	<14	NA	0.37
RCL			NE	5.5	1,500	2,900	4,100	NE	NE	100/250	100/250

MTBE : Methyl-tert-butyl ether
 Total Xylene : M/P & O xylenes reported for sample
 DRO : Wisconsin Method - diesel range organics
 GRO : Wisconsin Method - gasoline range organics
 RCL : Residual contaminant levels, NR 720 soil cleanup standards
 For soil with a saturated hydraulic conductivity greater than 1×10^{-6} cm/sec, GRO and DRO at 100 mg/Kg.
 For soil with a saturated hydraulic conductivity less than 1×10^{-6} cm/sec, GRO and DRO at 250 mg/kg.

POST-REMEDIATION
SEE - FIGURE 2-1, August 1996
FOUND IN ATTACHMENT 1

FOYH + VAN DYKE, August 1996, CONSTRUCTION DOCUMENTATION REPORT, SITE REMEDIATION SYSTEM - EXCAVATION

3/120 31P37

1278131

Document Number

Agreement Regarding Access to Site for
Environmental Testing/Remediation

Document Title

**OUTAGAMIE COUNTY
RECEIVED FOR RECORD**

JUN 29 1998

**AT 9 O'CLOCK A.M. P.M.
GRACE HERB
REGISTER OF DEEDS**

Recording Area

Name and Return Address

ENVELOPE Attorney Jenny R. Morrow
AZCO INC.
P.O. Box 567 / 2150 Holly Road
Appleton, WI 54912-0567

*pd.
22.00*

**AGREEMENT REGARDING ACCESS TO SITE FOR ENVIRONMENTAL
TESTING/REMEDATION**

This Agreement is entered into as of the day and year set forth below by and among THE AZCO GROUP LTD., ("AZCO"), G & S MACHINE COMPANY, INC., ("G & S") and the CITY OF APPLETON, ("Appleton").

WITNESSETH:

WHEREAS, AZCO and G & S entered into that certain land contract dated August 10, 1994, and recorded in the office of the Register of Deeds for Outagamie County, Wisconsin on August 10, 1994, as Document No. 1132289, which land contract was amended by AZCO and G & S via an amendment to land contract dated March 1, 1997, and recorded in the office of the Register Deeds for Outagamie County, Wisconsin on May 27, 1997, as Document No. 1228266 (the land contract and the amendment are hereinafter collectively referred to as the "Land Contract"); and

WHEREAS, pursuant to the Land Contract, AZCO agreed to sell and G & S agreed to purchase certain real property situated in the City of Appleton, Outagamie County, Wisconsin and more particularly described on Exhibit "A" attached hereto (the "Property"); and

WHEREAS, one or more petroleum discharges occurred on the Property; and

WHEREAS, structural impediments, consisting of underground utilities and a public sidewalk, existing at the time of cleanup made complete remediation of the soil contamination impracticable; and

WHEREAS, petroleum contaminated soil may remain on a portion of the Property and in the right-of-way more particularly depicted on Exhibit "B" as "Area 1"; and

WHEREAS, AZCO and G & S have, pursuant to a deed restriction dated November 6, 1997, and recorded in the office of the Register of Deeds for Outagamie County, Wisconsin on November 18, 1997, as Document No. 1248300 (the "Deed Restriction") agreed to place certain restrictions upon the Property regarding the possible remaining petroleum contamination as well as the obligation to treat or dispose of such possible contamination in the future; and

WHEREAS, in order to obtain "site closure" from the Wisconsin Department of Natural Resources (the "DNR"), the DNR requires that AZCO, G & S, and Appleton enter into an agreement granting AZCO and G & S access to investigate and remediate any contamination found on the portion of the Property and the associated right-of-way subject to the Deed Restriction.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and for other good and valuable consideration receipt of which is acknowledged the parties hereto agree as follows:

1. Appleton to Record Possible Contamination on City Street Index. The City of Appleton is aware of the possibility that petroleum contaminated soil remains on a portion of the Property and in the right-of-way more particularly depicted on Exhibit "B", as "Area 1" and Appleton shall, upon execution of this Agreement, record the possible existence of petroleum contaminated soil as described herein on Appleton's City Street Index .

2. Appleton to Provide Notice of Removal of Structural Impediments. Appleton agrees that at such time Appleton engages in any work on the right-of-way associated with the Property which work removes the structural impediments which currently make remediation of the possible soil contamination impracticable, Appleton shall inform both AZCO and G & S of the removal of the structural impediments.

3. Appleton to Grant Access. In the event the structural impediments described herein are removed so as to make remediation of the possible soil contamination feasible, Appleton shall review and consider the application of AZCO, G&S, their employees, agents, representatives, independent contractors or successors and assigns of the foregoing concerning entry into the right-of-way associated with the Property to perform remediation. Appleton will grant, pursuant to Appleton's policies and procedures for right-of-way occupancy, a permit to allow such remediation to occur.

4. Covenant to Run With Land. The rights granted herein are hereby declared to be a covenant running with the land and shall be fully binding upon and inure to the benefit of all persons acquiring the Property whether by descent, devise, purchase or otherwise. This restriction inures to the benefit of and is enforceable by the Wisconsin Department of Natural Resources, its successors or assigns.

5. Notices. All notices required under this Agreement shall be duly given if delivered to the other party or mailed postage prepaid to the addresses appearing below. Either party may notify the other party in writing of any change in address and any subsequent notice shall be effective by mailing the same to the new address.

If to AZCO INC.:
Attention: Jenny R. Morrow
P.O. Box 567
Appleton, Wisconsin 54912-0567

If to G & S MACHINE COMPANY, INC.:
Attention: Sam Neeley
1520 W. Haskell
Appleton, Wisconsin 54914

If to Appleton:
Attention: City Attorney Jim Walsh
100 N. Appleton
Appleton, Wisconsin 54911.

6. Governing Law. This Agreement shall be interpreted, construed, and governed in accordance with the laws of the State of Wisconsin.

7. Counterparts. This Agreement may be executed in counterparts each of which counterparts shall be deemed an original and all of such counterparts together constituting one in the same agreement.

8. Entire Agreement. This Agreement contains the entire agreement among the parties and shall bind and inure to the benefit of parties hereto and to their respective successors. This Agreement cannot be modified or supplemented in any respect except by an agreement in writing signed by the party against whom enforcement of any modification or supplement is sought.

IN WITNESS WHEREOF, parties hereto have caused this Agreement to be executed as of the day and the year set forth below.

THE AZCO GROUP LTD.

Mark W. Loper
By: Mark W. Loper
Its: President

Date: 4/7/98

STATE OF WISCONSIN)
) SS.
COUNTY OF WINNEBAGO)

Personally came before me this 17th day of April, 1998,
MARK W. LOPER the President, of THE AZCO GROUP LTD. to me known to be the person who executed the foregoing instrument and acknowledged that he executed the foregoing instrument as such officer as the deed of such corporation by its authority.

Jenny R. Morrow
Name Printed: Jenny R. Morrow
Notary Public, State of Wisconsin
Winnebago County
My Commission: is PERMANENT

G & S MACHINE COMPANY, INC.

Samuel E. Nelson
By: ~~Samuel E. Nelson~~ Gordon Schmitt
Its: ~~Vice~~ President

Date: 6-23-98

STATE OF WISCONSIN)
) SS.
COUNTY OF MILWAUKEE

EXHIBIT A

Parcel B

A parcel of land being part of Lots Two (2) and Eight (8), and all of Lots One (1) and Nine (9), in Block Four (4), Rogers and Company Plat, City of Appleton, Outagamie County, Wisconsin, according to the recorded Assessor's Map of said City; and that part of vacated Railroad Street lying northwesterly and adjacent to the above described premises; and that part of the vacated west 1/2 of Douglas Street lying east of and adjacent to the above described premises, all being bounded and described as follows:

Commencing at the northerly corner of said Block One (1) Rogers and Company Plat; thence S64-10-43E, 140.46 feet along the northeasterly line of said Block One (1) and its extension southeasterly to the east line of the vacated west 1/2 of Douglas Street; thence S00-26-17W, 68.80 feet along said east line to the point of beginning; thence continuing S00-26-17W, 299.93 feet along said east line to a point on the extension to the east of the south line of Block Four (4); thence N89-07-00W, 135.00 feet along said south line and its extension; thence N00-26-17E, 258.42 feet; thence N58-00-43E, 100.53 feet; thence S74-32-42E, 51.91 feet to the point of beginning.

Parcel C

A parcel of land being part of vacated Railroad Street and part of the vacated west 1/2 of Douglas Street, City of Appleton, Outagamie County, Wisconsin, bounded and described as follows: Commencing at the northerly corner of Block One (1) of Rogers and Company Plat according to the recorded Assessor's map of said City; thence S64-10-43E, 140.46 feet along the northeasterly line of said Block One (1) and its extension southeasterly to the east line of the vacated west 1/2 of Douglas Street; thence S00-26-17W, 23.50 feet along said east line to the point of beginning; thence continuing S00-26-17W, 45.30 feet along said east line; thence N74-32-42W, 51.91 feet; thence N58-00-43E, 59.40 feet to the point of beginning.