

**GIS REGISTRY INFORMATION**

**SITE NAME:** SCHOUTEN OIL WEST

**BRRTS #:** 03-45-000362

**CLOSURE DATE:** 09/11/2000

**STREET ADDRESS:** 502 DRAPER STREET

**CITY:** KAUKAUNA

**SITE COORDINATES:** X= \_\_\_\_\_ Y= \_\_\_\_\_

**CLOSURE:**  Pending  Conditions Met

**OFF SITE CONTAMINATION:**  Yes  No

**IF YES, STREET ADDRESS 1:** \_\_\_\_\_

**IF YES, STREET ADDRESS 2:** \_\_\_\_\_

**IF YES, STREET ADDRESS 3:** \_\_\_\_\_

**IF YES, STREET ADDRESS 4:** \_\_\_\_\_

**IF YES, STREET ADDRESS 5:** \_\_\_\_\_

**CONTAMINATION IN RIGHT OF WAY:**  Yes  No

**DOCUMENTS NEEDED:**

- |  |                                     |
|--|-------------------------------------|
| Closure Letter   | <input checked="" type="checkbox"/> |
| Copy of Deed(s) for all impacted properties                              | <input checked="" type="checkbox"/> |
| General Site Location Map within Municipality                            | <input checked="" type="checkbox"/> |
| Detailed Site Map(s) for all impacted properties                         | <input type="checkbox"/>            |
| Latest Groundwater Flow/MW Location Map                                  | <input checked="" type="checkbox"/> |
| Latet Extent of Contaminant Plume Map                                    | <input checked="" type="checkbox"/> |
| Latest Tables of Groundwater Analytical Results                          | <input checked="" type="checkbox"/> |
| Copies of off site notification letters (if applicable)                  | <input type="checkbox"/>            |
| RP Certified statement that legal descriptions are complete and accurate | <input type="checkbox"/>            |
| Legal Description of all impacted properties(if not included above)      | <input type="checkbox"/>            |
| Geologic Cross Section (if available)                                    | <input checked="" type="checkbox"/> |
| Letter informing ROW owner of residual contamination (if applicable)     | <input type="checkbox"/>            |



State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

Tommy G. Thompson, Governor  
George E. Meyer, Secretary  
Ronald W. Kazmierczak, Regional Director

Shawano Office  
647 Lakeland Rd.  
Shawano, Wisconsin 54166-3843  
Telephone 715-524-2183  
FAX 715-524-3214

September 11, 2000

Ms. Margaret Schouten  
Schouten Oil Co.  
3247 North Humboldt Blvd.  
Milwaukee, WI 53212

Subject: Case Closure with Restrictions for Schouten Oil CO., 502 Draper St., Kaukauna, WI;  
WDNR BRRT's #'s 03-45-00362 (West site) and 03-45-002079 (East Site).

Dear Ms. Schouten:

I have received the 1) the monitoring well abandonment forms (Form 3300-05B) for all monitoring wells related to the above cases and 2) documentation that the current owners have filed the groundwater use and soil deed restriction.

The Department considers these cases closed and will remove them from our active list on our case tracking system. Please be aware that this letter does not absolve the current or any future owner of this property from future decisions regarding these sites or impacts which may be discovered and/or traced back to past or future activities at the sites. If additional information in the future indicates that further investigation or cleanup is warranted, the Department will require that appropriate action be taken at that time. If you have questions regarding this letter, you may contact me at (715) 526-4230.

Sincerely,

Tom Sturm,  
Hydrogeologist  
Remediation and Redevelopment Program  
E-mail: [sturmt@dnr.state.wi.us](mailto:sturmt@dnr.state.wi.us)

Cc: Scott C. Barr – McCarty, Law Firm, PO Box 860, Kaukauna, WI 54130-0860  
Paula Leir-Engelhardt – STS Consultants, 1035 Kepler Drive, Green Bay, WI 54311

1078566

Contract, by and between Schouten Oil Co., Inc., a/k/a  
Schouten Oil Company, Inc., a/k/a Schouten Oil Co.

..... ("Vendor",  
whether one or more) and Allan M. Dix

..... ("Purchaser", whether one or more).  
Vendor sells and agrees to convey to Purchaser, upon the prompt and full per-  
formance of this contract by Purchaser, the following property, together with the  
rents, profits, fixtures and other appurtenant interests (all called the "Property"),  
in Outagamie County, State of Wisconsin:

**OUTAGAMIE COUNTY**  
**RECEIVED FOR RECORD**

MAY 19 1993  
12:30 PM  
**GRACE HERB**  
**REGISTER OF DEEDS**

RETURN TO  
Atty. Charles J. Hartzheim  
301 North Lyndale Drive  
Appleton, WI 54914

ENVELOPE  
\$25.00  
\$70.00

See real estate description attached hereto as  
Exhibit "A".

Tax Parcel No. ....

Irene E. Schouten signs this Land Contract in her individual capacity guaranteeing the performance, on  
behalf of Schouten Oil Co., Inc. (the Vendor), of all terms, conditions and covenants of this Land Contract  
and Exhibit "B" attached hereto.

TRANSFER  
\$ 225.00  
FEE

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

Purchaser agrees to purchase the Property and to pay to Vendor at 1118 Green Grove Rd., Appleton, WI  
the sum of \$75,000.00 in the following manner: (a) \$5,000.00  
at the execution of this Contract; and (b) the balance of \$70,000.00, together with interest from date  
hereof on the balance outstanding from time to time at the rate of 8% per cent per annum  
until paid in full, as follows:

The balance of the purchase price, \$70,000.00, shall be paid by monthly principal and  
interest payments of \$911.32. The first of said payments shall commence on the 5th  
day of May, 1993, and shall be payable on the same day of each month  
thereafter. This is a nine (9) year amortization (approximate). The entire amount  
of Land Contract principal, plus any then accrued interest, shall be due and payable  
nine (9) years from the date of the execution of this Land Contract.

Provided, however, the entire outstanding balance shall be paid in full on or before the 8/30/97  
~~the entire outstanding balance shall be paid in full on or before the~~ - see above statement on nine year amortization.

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 antici-  
pated 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 1/15/93 execution of this Land Contract.

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:

Except for easements and restrictions of record and except for remediation of the  
Schouten Oil bulk terminal, STS Consultants Project No. 17641RP. See Exhibit "B"  
attached hereto. Subject to Schouten Oil Co., Inc. and First Wisconsin Bank of Appleton  
(Assignment of PCFA proceeds, Agreement dated May 9, 1991, recorded May 30, 1991, in Jacket  
11250, Images 34-37, Document No. 1006554, Outagamie County Registry.

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 (Purchaser already in possession of  
property)

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 \$..... 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 Except for easements and restrictions of record and except for remediation of Schouten Oil bulk terminal (see Exhibit "B" attached).

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 30 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 45 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 April 27 day of April, 1993.

Schouten Oil Co., Inc., a/k/a Schouten Oil Company, Inc., a/k/a Schouten Oil Co.

BY: Joseph A. Schouten, President (SEAL)  
Irene E. Schouten, Attorney-in-Fact

Irene E. Schouten, Secretary (SEAL)

Irene E. Schouten (SEAL)  
Irene E. Schouten, Individually

Allan M. Dix (SEAL)  
Allan M. Dix

(CORPORATE SEAL)

**AUTHENTICATION**

Signature(s) of Irene E. Schouten

authenticated this 28 day of March, 1993.

Charles J. Hartzheim, Attorney

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, authorized by § 706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY  
Attorney Charles J. Hartzheim  
301 North Lynndale Drive  
Appleton, WI 54914

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

**ACKNOWLEDGMENT**

STATE OF WISCONSIN

Outagamie County, } ss.

Personally came before me this 27th day of April, 1993, the above named Allan M. Dix

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

Allan M. Dix  
Notary Public Outagamie County, Wis.

My Commission is permanent. (If not, state expiration date: Permanent, 19.....)

The following is a continuation of Abstract as to the following described real Estate, located in Outagamie County, Wisconsin, to-wit:

689 R 497  
That part of the Station Grounds of the Chicago and North Western Railway Company located and being a part of Private Claim Number 1 or 35, West side of the Fox River in the City of Kaukauna, Outagamie County, Wisconsin, bounded and described as follows: Commencing at a point on the Southwesterly line of Green, or Depot, Street in said City, as now located and established across said Station Grounds, distant 94 feet Southerly, as measured radially, from the center line of the main track of said Railway Company, as now located and established, said corner also being the Southeasterly corner of land conveyed by said Railway Company to the City of Kaukauna by Quit Claim Deed dated October 28, 1952; thence Westerly, parallel with the center line of said main track, a distance of 199 feet to the point of beginning of land herein to be described, being also the most Westerly corner as conveyed by said deed dated October 28, 1952; thence continuing Westerly, parallel with the center line of said main track, a distance of 60 feet, more or less, to the Southwesterly line of said Private Claim; thence Northwesterly along the Southwesterly line of said Private Claim, a distance of 75 feet, more or less, to a point distant 8.5 feet Southerly, as measured at right angles, from the center line of Side Tract I.C.C. Number 333 of said Railway Company, as now located and established; thence Easterly, parallel with the center line of said Side Track to the Southwesterly line of said Green, or Depot, Street; thence Southeasterly along the Southwesterly line of said Street to a point distant 22 feet Northwesterly of the point of commencement, as measured along the Southwesterly line of said Street; thence Southwesterly along a straight line, a distance of 192 feet, more or less, to the point of beginning.  
This continuation as to the above described premises is being made since April 5, 1990 at 8:00 A.M.

Also hereby supplementing such entries as necessary to complete title in accordance with Outagamie County Abstracting Standards as to the following described premises:

231 D 597  
Beginning at a point on the South line of the Chicago and Northwestern Railroad Right-of-Way and 282 feet East of the East line of Gertrude Street extended, thence South to Draper Street; thence West along the North line of Draper Street, 50 feet more or less; thence North to the South line of the C. & N. W. RR. right-of-way; thence East 50 feet to the point of beginning, being a part of Lot "D" of Government Lot 4, Section 14, Township 21 North, Range 18 East, now a part of the City of Kaukauna, Wisconsin.  
Since April 1, 1942 at 2:00 P.M.

AND

697 R 15  
All that part of Lot "D" of Government Lot 4, Section 14, Township 21 North, Range 18 East, City of Kaukauna, Outagamie County, Wisconsin, according to the Recorded Assessor's Plat of said City as described as follows:  
Commencing at the starting point 2304 feet East of the center of the South line of Section 14, Township 21 North, Range 18 East, from that starting point run North 58 feet, until it strikes the South line of C. & N. W. Railway Co.'s right of way and thence running East along said right of way 63 feet, until it strikes the line of Private Claim 1, thence Southeasterly 47.5 feet to the Northerly line of Draper Street thence Southwesterly along the Northerly line of said street 75 feet to place of beginning. It is hereby distinctly understood that by the center of South line, Section 14, as above described is meant the South quarter post of said Section.  
Since March 29, 1963 at 8:00 A.M.

AND

The East 97 feet of the West 232 feet of Lot "D" of Government Lot 4, Section 14, Township 21 North, Range 18 East, according to the Assessor's Map of the City of Kaukauna, Wisconsin.  
Since April 1, 1942 at 2:00 P.M.

AND

240 P 494  
A part of Lot "D" of Government Lot Four (4), Section Fourteen (14), Township Twenty-one (21) North, Range Eighteen (18) East, Assessor's Map, First Ward, City of Kaukauna, Outagamie County, Wisconsin, described as follows, to-wit:  
Beginning at a point on the South line of the Chicago and Northwestern right-of-way and 342 feet East of the East line of Gertrude Street, extended, thence South to Draper Street, thence West along the North line of Draper Street 60 feet, thence North to the South line of the Chicago and Northwestern Railway right-of-way, thence East 60 feet to the point of beginning.  
Since September 21, 1960 at 8:00 A.M.

J 15975 I 55

LAND CONTRACT

SCHOUTEN OIL CO., INC., LAND CONTRACT VENDOR

ALLAN M. DIX, LAND CONTRACT PURCHASER

EXHIBIT "B"

Reference this Land Contract and the real estate which is the subject matter of this Land Contract, the Land Contract Vendor (hereinafter called Schouten Oil) has heretofore and continues to employ environmental consultant(s) to assist Schouten Oil in finalizing all of Wisconsin Department of Natural Resources' remediation. The property, the subject matter of this Land Contract, was previously used as the Schouten Oil bulk terminal. Schouten Oil shall remain liable for all costs and expenses, of every kind and nature (except as hereinafter qualified), in performing the subsurface site assessment and the fees, costs and expenses necessary for intermediate and final remediation action, remediation previously taken and now being undertaken to clean-up contamination associated with the Schouten Oil bulk terminal, bulk terminal address commonly known as 502 Draper Street, Kaukauna, Wisconsin. The remedial action included, and shall include, the subsurface site assessment, development of the remedial action plan for the site, the removal of two structures upon the site (Land Contract Purchaser, by signature hereto, agrees to the removal of the two structures on the site at the expense of Schouten Oil). Further actions to be undertaken by Schouten Oil at its sole cost and expense is excavation of impacted soils and the treatment thereof; after treatment, treated soil being paved at the site (other than paving which will not take place where structures remain on the premises).

By signature to this Agreement, Schouten Oil agrees to hold harmless and indemnify, now and in the future, the Land Contract Purchaser from all costs, expenses, fees, damages of any kind or nature, whether damages are imposed by Court Order or by Administrative Order, relating to the aforementioned remediation action. In particular, Schouten Oil agrees to hold harmless and indemnify Allan M. Dix from all costs, expenses, fees, damages,

now or hereinafter, relating to the Schouten Oil remediation action and covenant hereunder.

Provided, however, that Schouten Oil, as Land Contract Vendor, shall not be liable, now or in future, for any contamination to the site that has heretofore or hereinafter been or is attributed to action or inactions of Land Contract Purchaser or of Fox Valley Concrete in his/its use of the premises and the storage of materials and equipment thereon; or where the same results from any action or inaction taken by any tenant upon the site premises, who are tenants of Land Contract Purchaser, or were previous tenants of Bruce G. Ryba and Allan M. Dix reference the premises site, and where the tenant has heretofore or hereinafter caused contamination of the site, contamination separate and distinct from that of Schouten Oil. Separate and distinct contamination caused by Land Contract Purchaser, its tenants, successors and assigns, and by previously proposed Purchasers Bruce G. Ryba and Allan M. Dix, and their tenants, successors and assigns, are not covered by the Schouten Oil hold harmless and indemnity covenant of this Land Contract.

This hold harmless and indemnity covenant, on behalf of Schouten Oil, to and for the benefit of Allan M. Dix shall terminate when site remediation actions have been completed and when the Wisconsin Department of Natural Resources has issued its favorable closure, i.e., the Wisconsin Department of Natural Resources has indicated that pursuant to current Federal and/or State Laws and Administrative Rules and Regulations, the Schouten Oil bulk terminal site has been considered remediated and that no further or continuing remediation action is then required of Schouten Oil as pertains to the site.

Schouten Oil does hereby reserve unto the itself and unto the environmental consultant(s) for Schouten Oil the free and clear right of ingress and egress to the property for the purpose of performing all remaining remedial action(s). Further provided that in the event that the Land Contract Purchaser or any of its tenants obstruct Schouten Oil's environmental consultant(s) or contractor(s) so as to prevent or hinder the finalizing of the environmental remedial action, any such actions by the Land Contract Purchaser or his tenants shall then be construed to

nullify Schouten Oil's (Seller's) agreement herein to hold harmless and indemnify the Land Contract Purchaser from and against the cost of remaining remedial action. If the Land Contract Purchaser causes, directly or indirectly, obstruction of continuation of remedial action, any additional remedial action costs of Schouten Oil as then incurred shall then be payable from the Land Contract Purchaser to Schouten Oil.

In the event that the remediation of the premises, hereinafter, requires removal of the main building of the premises, the Land Contract Purchaser shall receive a credit against then outstanding balance due on the Land Contract purchase price, a credit of Forty Thousand Dollars (\$40,000.00).

PERSONAL GUARANTEE

Irene E. Schouten, for herself and her husband, Joseph Schouten, as majority Shareholders of Schouten Oil Co., Inc., a/k/a Schouten Oil Company, Inc., a/k/a Schouten Oil Co., does hereby personally guarantee the performance of the terms, covenants and conditions of Land Contract Vendor, Schouten Oil Co., Inc., under this Land Contract and Exhibit "B" thereto.

  
Irene E. Schouten

1368484

Document Number

GROUNDWATER USE AND SOIL DEED RESTRICTION

Declaration of Restrictions

In Re: See attached Exhibit A which is hereby made part of this restriction.

STATE OF WISCONSIN )
) ss
COUNTY OF OUTAGAMIE )

WHEREAS, Schouten Oil Company, Inc., A Wisconsin Corporation, Vendor, and Allan M. Dix, Purchaser, are the owners under a land contract 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): Monitoring Well - 1A (MW-1A) benzene is 286 micrograms per liter on 10/28/98, Sump 1 benzene is 5.6 micrograms per liter on 7/15/96, Sump 2 benzene is 5.2 micrograms per liter on 11/27/96; and soil contamination existed on the property at the following locations on the following dates: soil sample location E-17 Diesel Range Organics (DRO) is 1970 milligrams per kilogram and Gasoline Range Organics (GRO) is 185 milligrams per kilogram on 1/25/94, and this DRO and GRO soil contamination remains under the northeast corner of the Fox Valley Concrete building on 1/25/94. Location of the monitoring wells, sumps, soil sample location and the Fox Valley Concrete building is provided on Exhibit B 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.

OUTAGAMIE COUNTY RECEIVED FOR RECORD

JUN - 2 2000

AT 9 O'CLOCK A.M. P.M. JANICE FLENZ REGISTER OF DEEDS

Recording Area

Name and Return Address

McCarty Law Firm
PO Box 860
Kaukauna WI 54130

pol 1800

Parcel Identification Number (PIN)

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.

Structural impediments existing at the time of clean-up (the Fox Valley Concrete building) made complete remediation of the soil contamination on this property impracticable. If the structural impediments on this property that are described above are removed, the property owner shall conduct 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 remediated in accordance with applicable statutes and rules. If the currently-inaccessible contaminated soil that remains on the property is excavated in the future, it will have to be sampled and analyzed and the treatment or disposal of the soil as a solid or hazardous waste may be necessary.

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

...that 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.

By signing this document, Margaret Schouten, Treasurer asserts that he/she is duly authorized to sign this document on behalf of Schouten Oil Company, Inc.

IN WITNESS WHEREOF, the owner of the property has executed this Declaration of Restrictions, this 31st day of MAY, 2000.

Signature: Allan M Dix  
Printed Name: Allan M. Dix  
Title: Owner

Signature: Richard C. Dix  
Printed Name: Richard C. Dix  
Title: OWNER

SCHOUTEN OIL COMPANY, INC.

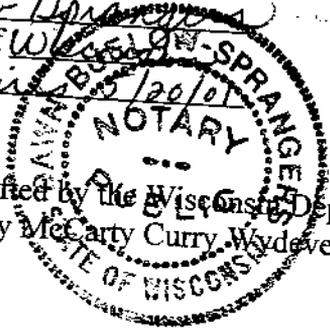
Signature: Margaret Schouten Treas  
Printed Name: Margaret Schouten, Treas  
Title: Treasurer

Signature of Margaret Schouten  
31st day of MAY, 2000.

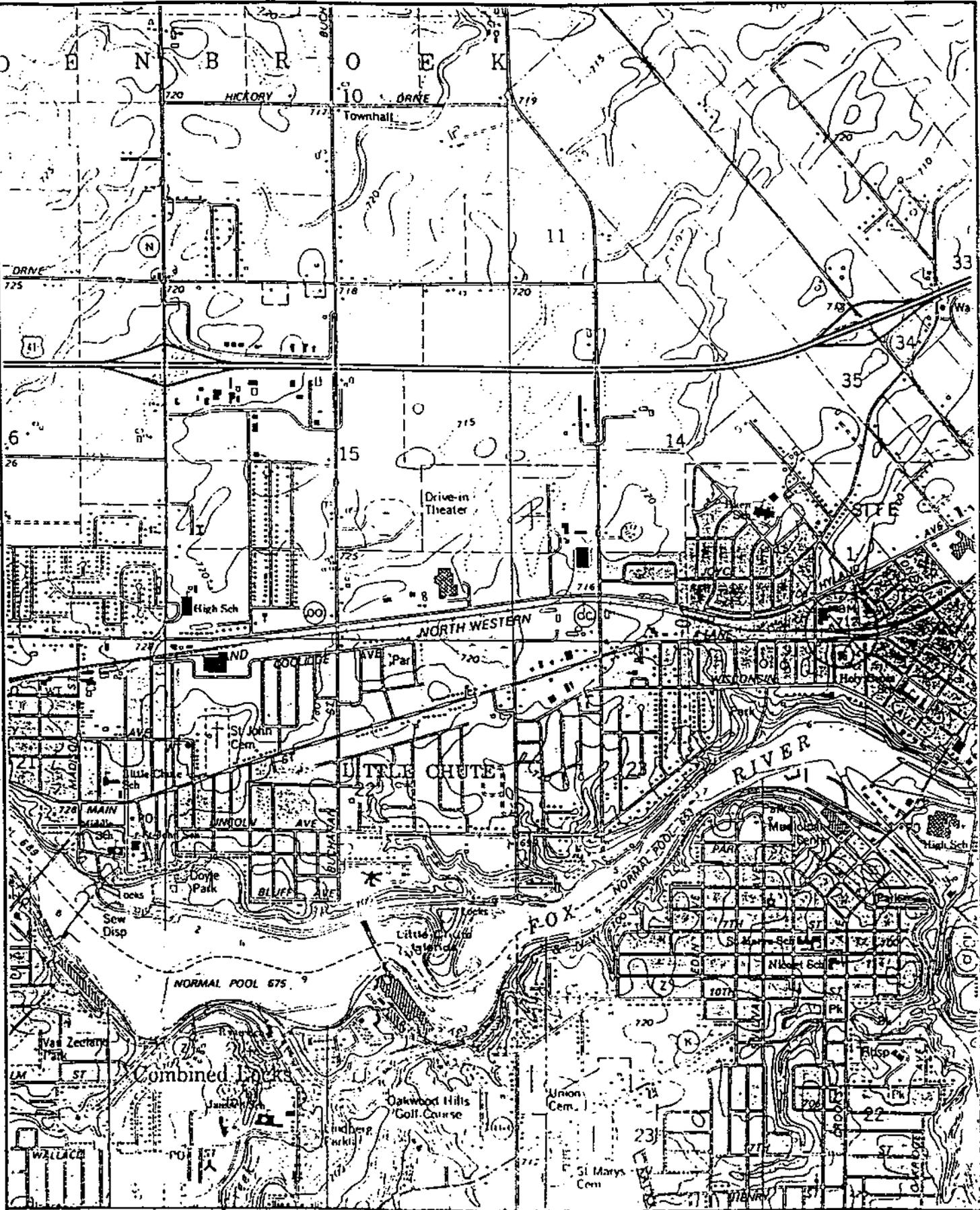
Scott L. Bagg  
TITLE: MEMBER STATE BAR OF WISCONSIN

Subscribed and sworn to before me  
this 25th day of May, 2000.

Dawn Buehler Sprang  
Notary Public, State of Wisconsin  
My commission expires 5/20/01



This document was drafted by the Wisconsin Department of Natural Resources based on information provided by McCarty Curry, Wydeven Peeters & Haak, LLP.



PROJECT/CLIENT

SITE LOCATION DIAGRAM  
 SCHOUTEN BULK TERMINAL  
 KAUKAUNA, WISCONSIN



STS Consultants Ltd.  
 Consulting Engineers

|                 |              |            |
|-----------------|--------------|------------|
| DRAWN BY        | R.L.S.       | 2-20-93    |
| CHECKED BY      | DM           | 9/22/97    |
| APPROVED BY     |              |            |
| SCALE           | 1" = 24,000' | FIGURE NO. |
|                 |              | 1          |
| STS DRAWING NO. |              | 17641XF    |

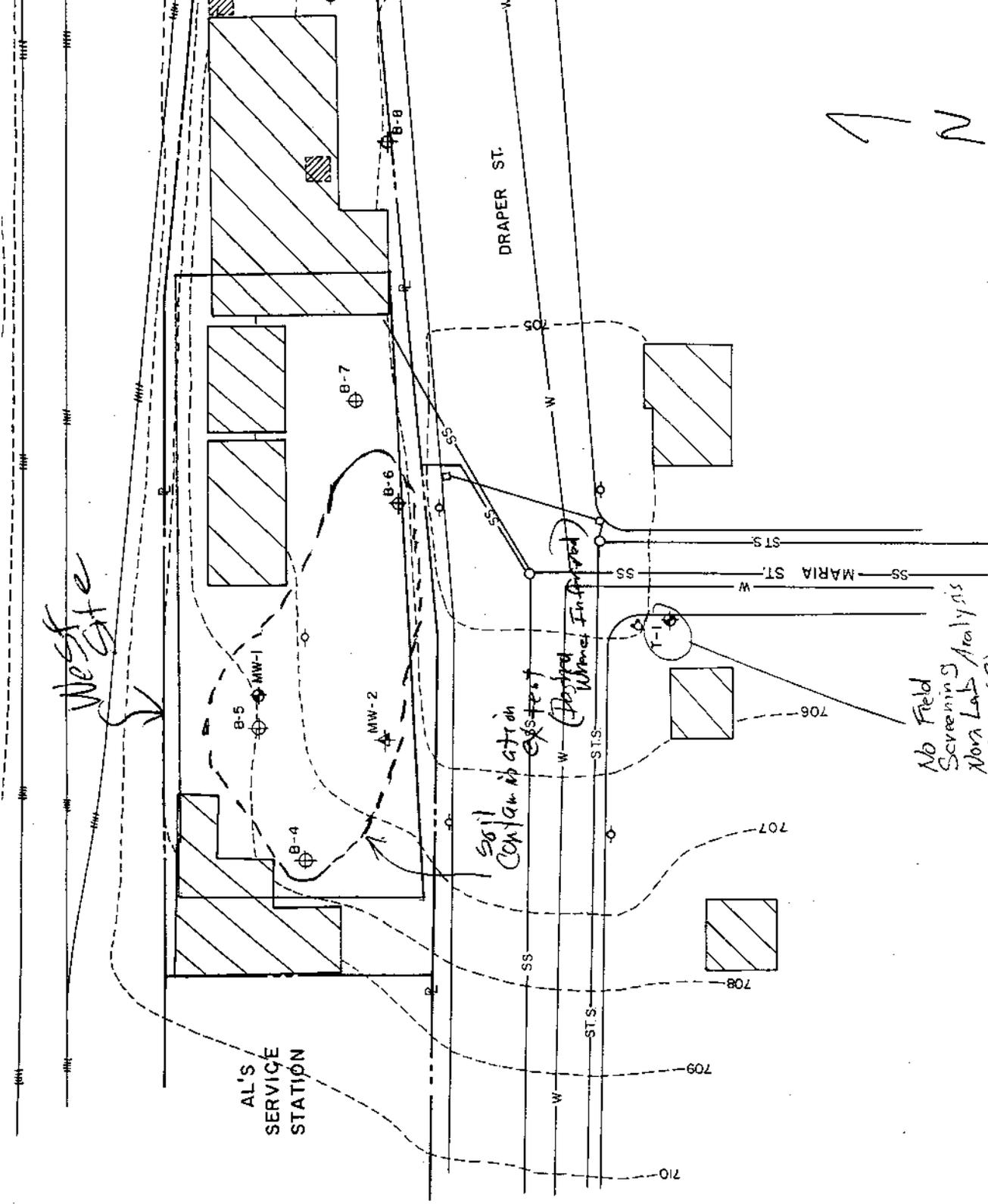
West Gate

AL'S  
SERVICE  
STATION

Soil Contamination  
exists  
(Dashed  
Where Impacted)

No Field  
Screening  
More Lab Analysis  
Soil (2)

1  
N

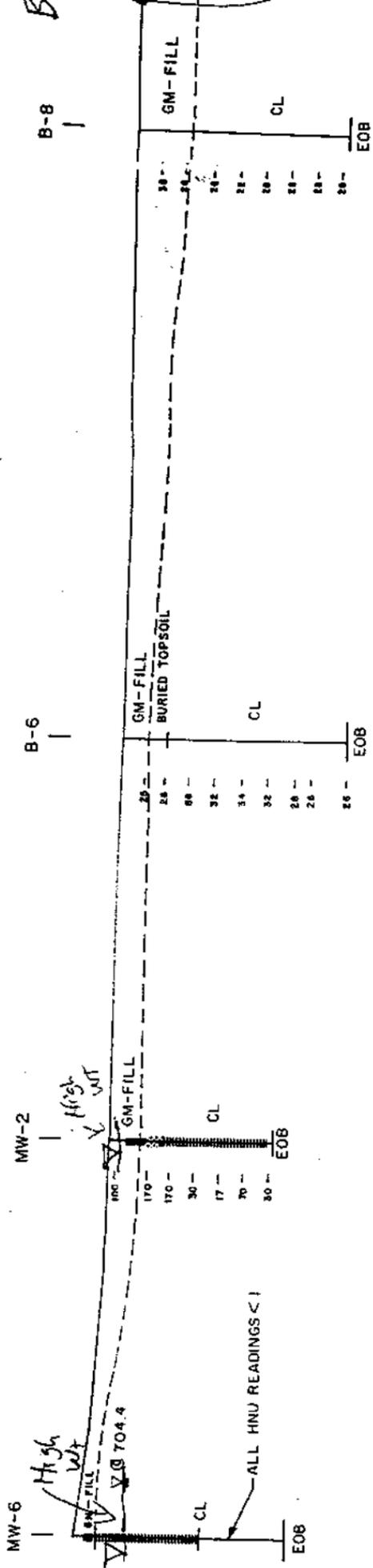


| Well I.D.                                     | Date   | GRO (ug/l.) | DRO (ug/l.) | Benzene (ug/l.) | Toluene (ug/l.) | Ethylbenzene (ug/l.) | Total Xylenes (ug/l.) | MTBE <sup>(1)</sup> (ug/l.) | Naphthalene (ug/l.) | Total TMB <sup>(1)</sup> (ug/l.) |
|---|--|-------------|-------------|-----------------|-----------------|----------------------|-----------------------|-----------------------------|---------------------|----------------------------------|
| MW-1  | 04/18/90   | NS          | NS          | <1.5            | <2.0            | <1.5                 | <2.5                  | NS                          | NS                  | NS                               |
|   | 05/14/90   | NS          | NS          | 54              | 42              | 14                   | 181                   | NS                          | NS                  | NS                               |
|   | 03/19/91   | NS          | NS          | 21              | 16              | 315                  | 433                   | NS                          | 38                  | NS                               |
|   | 04/13/92   | NS          | NS          | 67              | 4.4             | 34                   | 34                    | 150                         | 7.8                 | NS                               |
|   | 06/16/92   | NS          | NS          | 136             | <2.0            | 70                   | 5.3                   | <1.3                        | <0.6                | NS                               |
|   | 07/09/92   | NS          | 540         | NS              | NS              | NS                   | NS                    | NS                          | NS                  | NS                               |
|   | 10/08/92   | NS          | NS          | 228             | <11.0           | 60                   | 64                    | <13.0                       | NS                  | NS                               |
|   | 05/18/93   | NS          | NS          | 278             | <20.0           | 70                   | 200                   | <9.0                        | 19                  | 95                               |
|   | 01/26/94   | NS          | NS          | 245             | 7.3             | 105                  | 366                   | <2.7                        | NS                  | 186                              |
|   | destroyed during excavation; replaced with MW-1A |             |             |                 |                 |                      |                       |                             |                     |                                  |
| MW-1A   | 09/15/95   | NS          | NS          | 123             | 2.52            | 35.9                 | 23.61                 | <2.0                        | 44.1                | 36.7                             |
|   | 04/18/96   | NS          | NS          | 208             | 4.96            | 118                  | 56.8                  | <3.7                        | 45                  | 94.6                             |
|   | 07/15/96   | 1890        | 3220        | 175             | 7.2             | 87                   | 45                    | <2.7                        | NS                  | 55.6                             |
|   | 12/02/96   | NS          | NS          | 206             | 5.5             | 110                  | 26                    | <2.7                        | 8.6                 | 30                               |
|   | 10/03/97   | NS          | NS          | 240             | 7.9             | 71                   | 30                    | <1.1                        | 16                  | 48                               |
|   | 01/16/98   | NS          | NS          | 240             | 5.3             | 150                  | 30                    | <0.21                       | 16                  | 45.5                             |
|   | 04/02/98   | NS          | NS          | 79.9            | 2.4             | 66.9                 | 17.57                 | <1.0                        | 14.3                | 33.7                             |
|   | 07/21/98   | NS          | NS          | 324             | <5.0            | 82.9                 | 18.9                  | <5.0                        | 22.8                | 40.3                             |
|   | 10/28/98   | NS          | NS          | 246             | <10.0           | 11.8                 | <10.0                 | <10.0                       | <10.0               | 22.9                             |
|   | MW-2   | 04/18/90    | NS          | NS              | <1.5            | <2.0                 | <1.5                  | <2.5                        | NS                  | NS                               |
| 05/14/90                                      |  | NS          | NS          | 10              | 10              | 5.1                  | 22                    | NS                          | NS                  | NS                               |
| destroyed during excavation; was not replaced |  |             |             |                 |                 |                      |                       |                             |                     |                                  |
| MW-5  | 04/13/92   | NS          | NS          | <0.6            | <2.0            | <1.5                 | <2.5                  | 7.4                         | NS                  | NS                               |
|   | 05/11/92   | NS          | 940         | NS              | NS              | NS                   | NS                    | NS                          | NS                  | NS                               |
|   | 06/16/92   | NS          | NS          | <0.6            | 2.5             | <1.5                 | <2.5                  | <1.3                        | <0.6                | NS                               |
|   | 07/09/92   | NS          | <120        | NS              | NS              | NS                   | NS                    | NS                          | NS                  | NS                               |
|   | 10/08/92   | NS          | NS          | <0.6            | <3.1            | <2.0                 | 2.5                   | 3.2                         | NS                  | NS                               |
|   | 05/18/93   | NS          | NS          | <0.6            | <2.0            | <2.0                 | <1.5                  | <0.9                        | <0.6                | <7.0                             |
|   | 01/26/94   | NS          | NS          | <0.5            | <0.6            | <0.6                 | <1.7                  | <2.7                        | NS                  | <2.6                             |
|   | 06/02/94   | NS          | NS          | <0.9            | <1.5            | <1.3                 | <4.5                  | <0.9                        | <0.6                | <4.6                             |
|   | 06/14/95   | NS          | NS          | <0.5            | <2.0            | <1.0                 | <1.0                  | <2.0                        | <1.0                | <2.0                             |
|   | 09/15/95   | NS          | NS          | <0.5            | <2.0            | <1.0                 | <1.0                  | <2.0                        | <1.0                | <2.0                             |
|   | 04/18/96   | NS          | NS          | <0.2            | <0.1            | <0.2                 | <0.6                  | <0.7                        | <0.5                | <0.9                             |
|   | 11/27/96   | NS          | NS          | <0.5            | <0.6            | <0.6                 | <1.7                  | <2.7                        | <1.0                | <2.6                             |
|   | 10/03/97   | NS          | NS          | <0.21           | <1.5            | <0.68                | <1.8                  | <0.21                       | <1.0                | <1.86                            |
| can not access                                |  |             |             |                 |                 |                      |                       |                             |                     |                                  |
| MW-5A   | 04/21/92   | NS          | NS          | <0.6            | <2.0            | <1.5                 | <2.5                  | <1.3                        | NS                  | NS                               |
|   | 06/16/92   | NS          | NS          | <0.6            | <2.0            | <1.5                 | <2.5                  | <1.3                        | <0.6                | NS                               |
|   | 05/18/93   | NS          | NS          | <0.6            | <2.0            | <2.0                 | <1.5                  | <0.9                        | NS                  | <7.0                             |
|   | 01/26/94   | NS          | NS          | <0.5            | <0.6            | <0.6                 | <1.7                  | <2.7                        | NS                  | <2.6                             |
|   | 06/02/94   | NS          | NS          | <0.9            | <1.5            | <1.3                 | <4.5                  | <0.9                        | <0.6                | <4.6                             |
|   | 06/14/95   | NS          | NS          | <0.5            | <2.0            | <1.0                 | <1.0                  | <2.0                        | <1.0                | <2.0                             |
|   | 09/15/95   | NS          | NS          | <0.5            | <2.0            | <1.0                 | <1.0                  | <2.0                        | <1.0                | <2.0                             |
|   | 04/18/96   | NS          | NS          | <0.2            | <0.1            | <0.2                 | <0.6                  | <0.7                        | <0.5                | <0.9                             |
|   | 11/27/96   | NS          | NS          | <0.5            | <0.6            | <0.6                 | <1.7                  | <2.7                        | <1.0                | <2.6                             |
|   | abandoned  |             |             |                 |                 |                      |                       |                             |                     |                                  |
| MW-6  | 04/13/92   | NS          | NS          | <0.6            | <2.0            | <1.5                 | <2.5                  | <1.3                        | <0.6                | NS                               |
|   | 06/16/92   | NS          | NS          | <0.6            | <2.0            | <1.5                 | <2.5                  | <1.3                        | <0.6                | NS                               |
|   | 10/08/92   | NS          | NS          | <0.6            | <3.1            | <2.0                 | <2.5                  | 12.0                        | NS                  | NS                               |
|   | 05/18/93   | NS          | NS          | <0.6            | <2.0            | <2.0                 | <1.5                  | 6.0                         | <0.6                | <7.0                             |
|   | 01/26/94   | NS          | NS          | <0.5            | 2.3             | <0.6                 | <1.7                  | 6.3                         | NS                  | <2.6                             |
|   | 06/02/94   | NS          | NS          | <0.9            | <1.5            | <1.3                 | <4.5                  | 3.1                         | <0.6                | <4.6                             |
|   | 06/14/95   | NS          | NS          | <0.5            | <2.0            | <1.0                 | <1.0                  | <2.0                        | <1.0                | <2.0                             |
|   | 09/15/95   | NS          | NS          | <0.5            | <2.0            | <1.0                 | <1.0                  | <2.0                        | <1.0                | <2.0                             |
|   | 04/18/96   | NS          | NS          | <0.2            | <0.1            | <0.2                 | <0.6                  | 1.46                        | <0.5                | <0.9                             |
|   | 11/27/96   | NS          | NS          | <0.5            | <0.6            | <0.6                 | <1.7                  | <2.7                        | <1.0                | <2.6                             |
| 10/03/97                                      | NS   | NS          | 0.22        | <1.5            | <0.68           | <1.8                 | 3.0                   | <1.0                        | <1.86               |                                  |
| abandoned                                     |  |             |             |                 |                 |                      |                       |                             |                     |                                  |
| MW-8  | 09/15/95   | NS          | NS          | <0.5            | <2.0            | <1.0                 | <1.0                  | <2.0                        | <1.0                | <2.0                             |
|   | 04/18/96   | NS          | NS          | <0.2            | <0.1            | <0.2                 | <0.6                  | <0.7                        | <0.5                | <0.9                             |
|   | 11/27/96   | NS          | NS          | <0.5            | <0.6            | <0.6                 | <1.7                  | <2.7                        | <1.0                | <2.6                             |
|   | 10/03/97   | NS          | NS          | <0.21           | <1.5            | <0.68                | <1.8                  | <0.21                       | <1.0                | <1.86                            |
|   | 01/16/98   | NS          | NS          | 0.29            | <1.5            | <0.68                | <1.8                  | <0.21                       | <1.0                | <1.86                            |
|   | 04/02/98   | NS          | NS          | <0.5            | <1.0            | <1.0                 | <1.0                  | <1.0                        | <1.0                | <2.0                             |
|   | 07/21/98   | NS          | NS          | <0.5            | <1.0            | <1.0                 | <1.0                  | <1.0                        | <1.0                | <2.0                             |
|   | 10/28/98   | NS          | NS          | <0.5            | <1.0            | <1.0                 | <1.0                  | <1.0                        | <1.0                | <2.0                             |
| MW-9  | 10/03/97   | NS          | NS          | <0.21           | <1.5            | <0.68                | <1.8                  | <0.21                       | <1.0                | <1.86                            |
|   | 04/02/98   | NS          | NS          | 5.74            | 1.05            | 5.29                 | 20.53                 | <1.0                        | 21.7                | 62.5                             |
|   | 07/21/98   | NS          | NS          | 2.88            | <1.0            | <1.0                 | 1.76                  | <1.0                        | 6.85                | 6.52                             |
|   | 10/28/98   | NS          | NS          | 4.9             | 1.04            | <1.0                 | <2.0                  | <1.0                        | 2.53                | 1.88                             |
| T-1   | 04/13/92   | NS          | NS          | NS              | NS              | NS                   | NS                    | NS                          | <0.6                | NS                               |
|   | 06/16/92   | NS          | NS          | <0.6            | <2.0            | <1.5                 | <2.5                  | <1.3                        | <0.6                | NS                               |
|   | 10/08/92   | NS          | NS          | <0.6            | <3.1            | <2.0                 | <2.5                  | 2.6                         | NS                  | NS                               |
|   | 05/18/93   | NS          | NS          | <0.6            | <2.0            | <2.0                 | <1.5                  | <0.9                        | <0.6                | <7.0                             |
|   | 01/26/94   | NS          | NS          | <0.5            | <0.6            | <0.6                 | <1.7                  | <2.7                        | NS                  | <2.6                             |
|   | 06/02/94   | NS          | NS          | <0.9            | <1.5            | <1.3                 | <4.5                  | <0.9                        | <0.6                | <4.6                             |
|   | 06/14/95   | NS          | NS          | <0.5            | <2.0            | <1.0                 | <1.0                  | <2.0                        | <1.0                | <2.0                             |
|   | 09/15/95   | NS          | NS          | <0.5            | <1.5            | <1.0                 | <1.0                  | <2.0                        | <1.0                | <2.0                             |
|   | 04/18/96   | NS          | NS          | <0.2            | <0.1            | <0.2                 | <0.6                  | <0.7                        | <0.5                | <0.9                             |
|   | 11/27/96   | NS          | NS          | <0.5            | <0.6            | <0.6                 | <1.7                  | <2.7                        | <1.0                | <2.6                             |
|   | 10/03/97   | NS          | NS          | 1.1             | 1.7             | 1.0                  | 2.6                   | <0.21                       | 4.4                 | 20.7                             |
|   | 01/16/98   | NS          | NS          | <0.21           | <1.5            | <0.68                | <1.8                  | <0.21                       | <1.0                | <1.86                            |
|   | 04/02/98   | NS          | NS          | <0.5            | <1.0            | <1.0                 | <1.0                  | <1.0                        | <1.0                | <2.0                             |
| 07/21/98                                      | NS   | NS          | <0.5        | <1.0            | <1.0            | <1.0                 | <1.0                  | <1.0                        | <2.0                |                                  |
| 10/28/98                                      | Well Dry   |             |             |                 |                 |                      |                       |                             |                     |                                  |
| SUMP #1                                       | 06/02/94   | 601         | 2800        | 2.8             | <1.5            | 4.9                  | 37                    | <0.9                        | 2.5                 | 42                               |
|   | 07/15/94   | <50         | 7010        | 2.6             | <0.6            | <0.6                 | 2.6                   | NS                          | <0.6                | NS                               |
|   | 06/14/95   | NS          | NS          | 0.548           | <2.0            | <1.0                 | <1.0                  | <2.0                        | 2.66                | 2.13                             |
|   | 09/15/95   | NS          | NS          | <0.5            | <2.0            | <1.0                 | <1.0                  | <2.0                        | <1.0                | <2.0                             |
|   | 04/18/96   | NS          | NS          | 1.81            | <0.1            | 6.78                 | <0.6                  | <0.7                        | <0.5                | <0.9                             |
|   | 07/15/96   | 129         | 1270        | 5.6             | <0.6            | 137                  | 2.3                   | <2.7                        | NS                  | 10                               |
| SUMP #2                                       | 06/14/95   | NS          | NS          | 2.27            | <2.0            | 1.04                 | <1.0                  | <2.0                        | 5.62                | 5.63                             |
|   | 11/27/96   | NS          | NS          | 5.2             | <0.6            | <0.6                 | <1.7                  | <2.7                        | 3                   | <1.86                            |
| SUMP #3                                       | 06/02/94   | 385         | 2830        | 0.9             | <1.5            | <1.3                 | <4.5                  | <0.9                        | <0.1                | <4.6                             |
|   | 06/14/95   | NS          | NS          | <0.5            | <2.0            | <1.0                 | <1.0                  | <2.0                        | <1.0                | <2.0                             |
|   | 09/15/95   | NS          | NS          | <0.5            | <2.0            | <1.0                 | <1.0                  | <2.0                        | <1.0                | <2.0                             |
|   | 04/18/96   | NS          | NS          | <0.2            | <0.1            | <0.2                 | <0.6                  | <0.7                        | <0.5                | 0.7                              |
| destroyed during excavation; was not replaced |  |             |             |                 |                 |                      |                       |                             |                     |                                  |



EAST

ELEV.  
710  
700  
690



2  
6  
CROSS SECTION B - B'