

State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

Tommy G. Thompson, Governor
George E. Meyer, Secretary

Appleton Field Station
Agricultural Services Center
3369 W. Brewster Street
Appleton, Wisconsin 54914-1602
Telephone 920-832-1803
FAX 920-832-1800

September 14, 1999

Mr. Luke Hoffman
Xavier High School
1600 W. Prospect Avenue
Appleton, WI 54914

Subject: Case Closure with a Groundwater Use Restriction, Xavier High School, 1600 W. Prospect Avenue, Appleton, Wisconsin, WDNR BRRTS ID# 03-45-002092, PECFA Claim # 54914-5113-00

Dear Mr. Hoffman:

On March 30, 1999, the above-named site was reviewed by the Northeast Region Closure Committee for a determination as to whether or not the case qualified for closeout under ch. NR 726, Wis. Adm. Code. The committee agreed that this case could be closed pending the filing of a groundwater use restriction with the deed running with the property.

We have received a copy of the completed groundwater use restriction for this site and proof of filing with the Outagamie County Register of Deeds. We have also received documentation of the abandonment of all site monitoring points. Based on the investigative and remedial documentation provided to the Department and the filing of the groundwater use restriction, it appears that the petroleum contamination at the above-named site has been remediated to the extent practicable under current site conditions. Therefore, closure of this site has been granted and no further action is necessary at this time. In the future, this deed restriction may be amended with approval from the Department if conditions change at the site and the residual contamination has been remediated.

If you have any additional relevant information which was not formerly provided to the Department, you should submit this information to the Department for evaluation. If you have any questions regarding this determination, please contact me at (920) 832-1803.

Sincerely,

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

cc: Dave Fries, P.G. - OMNI Associates, One Systems Drive, Appleton, WI 54914

Assignor hereby irrevocably authorizes and directs that the PECFA Proceeds be paid directly to Bank and that all persons may rely on this authority until Bank notifies such persons that it no longer claims an interest in the PECFA Proceeds.

Assignor waives acceptance of this Assignment by Bank.

The validity, construction and enforcement of this Assignment are governed by the laws of the State of Wisconsin. Invalidity of any provision of this Assignment shall not affect the validity of any other provisions. This Assignment is not intended to and does not grant or create a lien or encumbrance on the real estate or improvements described herein. All remedies herein and any other evidence of or security for Obligations are cumulative.

The Assignment assigns the PECFA Proceeds when and as such PECFA Proceeds arise.

Dated as of this 20th day of September, 1996.

XAVIER HIGH SCHOOL INC.

Robert J. Banks
Bishop Robert J. Banks, President

John B. DeWayne
Father John B. DeWayne, 1st Vice Pres.

STATE OF WISCONSIN)
) ss
Outagamie COUNTY)

Personally came before me this 20th day of September, 1996 the abovenamed Bishop Robert J. Banks and Father John B. DeWayne, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Scott D. Edwards
Scott D. Edwards Notary Public
Outagamie County, Wisconsin
My Commission expires 8/23/98

This instrument was drafted by:
M&I Bank Fox Valley/M. Pfotenhauer

After recording, please return recorded copy to:
M&I Bank Fox Valley/Judith A. Kreuzberg
P. O. Box 5160
Appleton, WI. 54913-5160

ASSIGNMENT OF PECFA PROCEEDS

FOR VALUE RECEIVED, the undersigned Xavier High School Inc., (the "Assignor"), for itself and its successors and assigns, does hereby pledge and assign to M&I Bank Fox Valley ("Bank") and grant Bank a security interest and lien in and to all of Assignor's rights, title and interest in and to all awards, and the proceeds thereof, issued by the Wisconsin Department of Industry, Labor and Human Relations to reimburse Assignor under Section 101.143 Wis. Stats. or other applicable statutes or regulations in connection with the real estate described below ("PECFA Proceeds"). Such PECFA Proceeds are due or will become due Assignor as a result of an investigation or remedial action related to contamination caused by petroleum products on the following described real estate:

SEE ATTACHED LEGAL DESCRIPTION

This Assignment is made to induce Bank to make loans to Assignor to conduct the remedial activity described above and secures payment of all debts, obligations and liabilities of Assignor to Bank arising under or pursuant to any indebtedness of Assignor to Bank, including without limitation, that Revocable Line of Credit Agreement and Demand Note, both dated September 20, 1996 and associated loan documents (the "Obligations"); and the rights of the Bank to receive such PECFA Proceeds shall continue until the Obligations are discharged by actual payment thereof, and shall not be invalidated, impaired or cease so long as the Obligations remain unpaid.

None of the following shall affect the liabilities of Assignor under this Assignment, or the rights of Bank with respect to the PECFA Proceeds: (a) acceptance or retention by Bank of other property or interests as security for the Obligations, or for the liability of any person other than Assignor with respect to the Obligations; (b) the release of all or any other security for any of the Obligations; (c) any release, extension, renewal, modification or compromise of any of the Obligations or the liability of any obligor thereon; or (d) failure by Bank to resort to other security or any person liable for any Obligations before resorting to the PECFA Proceeds.

Assignor warrants that it is the owner of the real estate and improvements described above free and clear of all liens, encumbrances or security interests other than: None.

Assignor further represents that it has not heretofore made any transfer or assignment of the PECFA Proceeds or of any right or interest therein and agrees that it will not in the future make any transfer or assignment thereof.

Assignor covenants and agrees that it will cause the remedial action giving rise to the PECFA Proceeds to be completed in accordance with applicable statutes and regulations and will promptly sign and file all reports and forms required under such statutes and regulations in order to cause the PECFA Proceeds to be paid. If Assignor does not promptly sign and file such reports or forms upon Bank's request, and in any event after a default under any of the Obligations, any officer of Bank is authorized and irrevocably appointed as Assignor's attorney in Assignor's name to produce, sign and file any such reports or forms. Before or after default, any officer of the Bank is authorized and irrevocably appointed as Assignor's attorney in Assignor's name to endorse the name of Assignor upon any instrument representing PECFA Proceeds. All such acts of such attorney are ratified and approved and she or he is not liable for any act or omission or for any error of judgment or mistake of fact or law. If the remedial action is discontinued for a period of 15 consecutive days, and is not recommenced within five days after notice from Bank of such 15 days inactivity, then Bank may (but need not) cause the remedial action to be completed and any costs associated therewith (including Bank's reasonable attorney's fees) shall be part of the Obligations and bear interest at the highest post-default rate stated in any evidence of the Obligations. Bank shall not be liable for any damage or injury to property or persons if it causes such work to be performed and shall not be deemed a joint venturer or partner of Assignor. Assignor will indemnify and hold Bank harmless from any liability, claim, cost or obligation arising out of any work performed by Assignor or caused to be performed by Bank as set forth above.

J 18749 1 53

1907292

ASSIGNMENT OF PECPA PROCEEDS
Exhibit A

Document Number

Document Title

OUTAGAMIE COUNTY
RECEIVED FOR RECORD

OCT 22 1996

AT 11 O'CLOCK A.M. P.M.
GRACE HERB
REGISTER OF DEEDS

Recording Area

Name and Return Address
M&I Loan Servicing Center
P. O. Box 5160
Appleton, WI 54913-5160

1403

Block One Hundred (100) and One Hundred One (101), in
THIRD WARD PLAT, City of Appleton, Outagamie County,
Wisconsin according to the recorded Assessors Map of
said City, less and excepting premises described in
216 Deeds Page 485, 276 Deeds Page 80, 421 Deeds Page
126, 770 Page 587, Jacket 8465, Image 26 and Jacket 13157,
Image 35.

31-3-1474

Parcel Identification Number (PIN)

051102

September 20, 1996

Xavier High School Inc.

Robert J. Banks
Bishop Robert J. Banks, President

John B. DeWayne
Father John B. DeWayne, 1st Vice Pres.

This Indenture, Made this 6th day of October

between THE CATHOLIC DIOCESE OF GREEN BAY

a Corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, located at Green Bay, Wisconsin, party of the first part, and

APPLETON CATHOLIC HIGH SCHOOL

part y of the second part.

Witnesseth: That the said party of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration-----
to it paid by the said part y of the second part, the receipt whereof is hereby confessed and acknowledged, has given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents does give, grant, bargain, sell, remise, release, alien, convey and confirm unto the said part y of the second part, its heirs and assigns forever, the following described real estate, situated in the County of Outagamie and State of Wisconsin, to-wit:

All of Blocks One Hundred (100) and One Hundred One (101), THIRD WARD PLAT, City of Appleton, Outagamie County, Wisconsin, according to the Recorded Assessor's Map of said City, EXCEPT a tract sold to the City of Appleton and recorded in Volume 216 of Deeds, page 485, Outagamie County Registry, and a tract sold to Outagamie County, Wisconsin and recorded in Volume 276 of Deeds, page 80, Outagamie County Registry, and less a tract sold to the City of Appleton, Wisconsin, and recorded in Volume 421 of Deeds, page 124, Outagamie County Registry, and further subject to an easement to the City of Appleton and recorded in Volume 477 of Deeds, Page 231, Outagamie County Registry.

Consideration under \$100.00 - no revenue stamps required.

This is a Correction Deed for the Deed filed in Volume 501, page 371, on April 8, 1958.

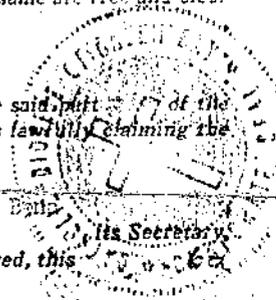
Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining; and all the estate, right, title, interest, claim or demand whatsoever, of the said party of the first part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises, and their hereditaments and appurtenances.

To Have and to hold the said premises as above described with the hereditaments and appurtenances, unto the said part y of the second part, and to its self, its heirs and assigns FOREVER.

And the said CATHOLIC DIOCESE OF GREEN BAY party of the first part, for itself and its successors, does covenant, grant, bargain and agree to and with the said part y of the second part, its heirs and assigns, that at the time of the ensembling and delivery of these presents it is well seized of the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear from all incumbrances whatever,

and that the above bargained premises in the quiet and peaceable possession of the said part y of the second part, its heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, it will forever WARRANT and DEFEND.

In Witness Whereof, the said CATHOLIC DIOCESE OF GREEN BAY party of the first part, has caused these presents to be signed by Stanislaus V. Rena, its President, and countersigned by Chester A. Ropella, its Secretary, at Green Bay, Wisconsin, and its corporate seal to be hereunto affixed, this 6th day of October, A. D., 1958.



Signed and Sealed in Presence of
Ruth N. Brice
Ruth N. Brice
Donalda Marchand
Donalda Marchand

CATHOLIC DIOCESE OF GREEN BAY
Stanislaus V. Rena
Stanislaus V. Rena
President
Countersigned:
Chester A. Ropella
Chester A. Ropella
Secretary

Brown County, } ss.

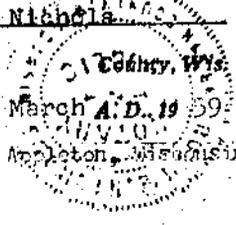
Personally came before me, this 16th day of October, A. D., 1958.
Stanislaus V. Bona, President, and Chester A. Ropella, Secretary

of the above named Corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said Corporation, by its authority.

Ruth E. Nichols

Ruth E. Nichols, Notary Public, Brown County, Wis.

My commission expires 29 March A. D., 1959



This instrument was drafted by F. Joseph Sensenbrenner, Attorney, Appleton, Wisconsin.

509578
No. _____

WARRANTY DEED

WARRANTY DEED

REGISTERS OFFICE,
State of Wisconsin,
Brown County.

Received for Record this 13 day of
October A. D., 1958, at
8 o'clock P. M., and recorded in Vol.
512 of Deeds on page 544

S. M. P. [Signature]
Register of Deeds.

Deputy.

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

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

IN WITNESS WHEREOF, the owner of the property has executed this Declaration of Restrictions, this 6-15-99 day of 6-15, 1999.

By signing this document, Matt Reynebeau acknowledges that [he/she] is duly authorized to sign this document on behalf of Xavier High School.

Signature: Matt Reynebeau

Printed Name: Matt Reynebeau

Title: Principal

Subscribed and sworn to before me
this 15th day of June, 1999

Ellen J. Bayer
Notary Public, State of Wisconsin
My commission 700-5, 2000

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



LEGEND:

- MW3 ● Well Location and I.D. No.
- Sump Location
- 0.43 Remaining Benzene in Groundwater (ug/L)
- 0.34 Remaining Ethylbenzene in Groundwater (ug/L)
- ND Remaining Toluene in Groundwater (ug/L)
- 1.36 Remaining Xylenes in Groundwater (ug/L)
- ND Remaining 1,2-Dichloroethane Groundwater (ug/L)
- ND Not Detected
- ||||| Extent of Remaining Groundwater Contamination
- - - - - Area of Excavation (6/16/97 - 6/17/97)
- ▢ Former 500 Gallon Gasoline UST Location (removed 6/15/97)
- ////// Former Foundation
- ◆ Reference Point
- 20N Grid Line (20' Interval)

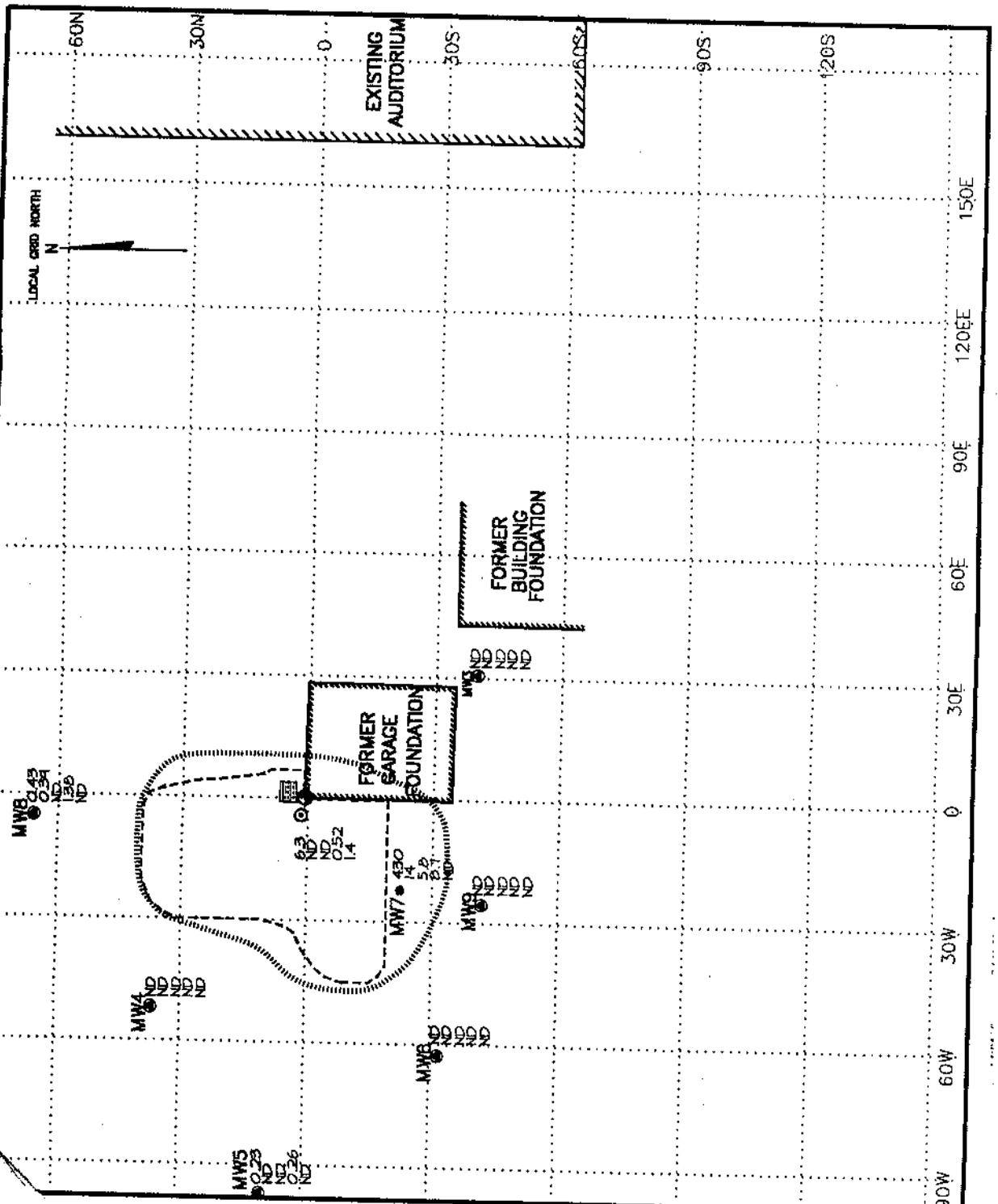
EXHIBIT 1

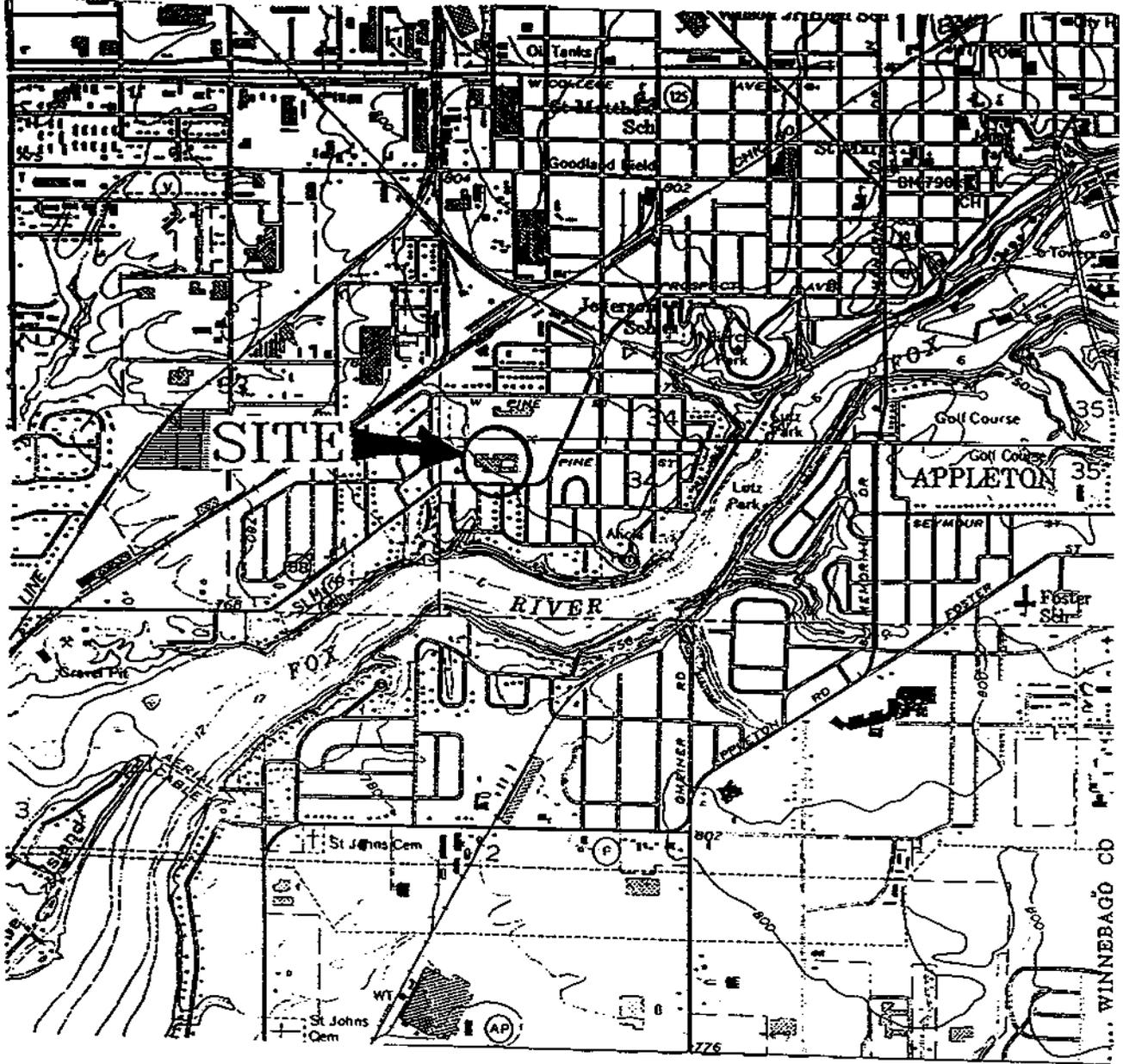
XAVIER HIGH SCHOOL
 1600 W. PROSPECT AVENUE
 APPLETON, WISCONSIN 54914

PROJECT: N1173A
CAD FILE: N1173A
DRAWN: DLD
DATE: 4/22/97
LEVEL: 3



ONE SYSTEMS DRIVE APPLETON, WI 54914-1616
 PHONE: (920) 735-6900 FAX: (920) 830-6161





SOURCE: USGS 7.5 MINUTE TOPOGRAPHIC MAP, NEENAH & APPLETON, WISCONSIN QUADRANGLE, 1955 - PHOTOREVISED 1984.

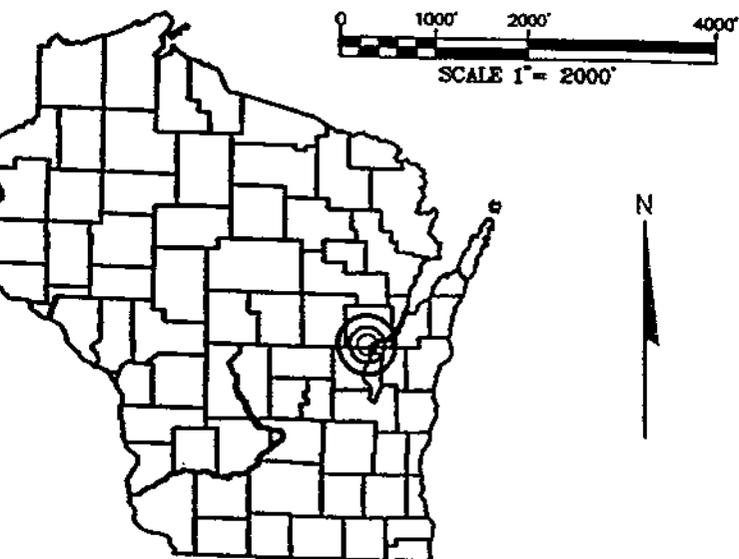


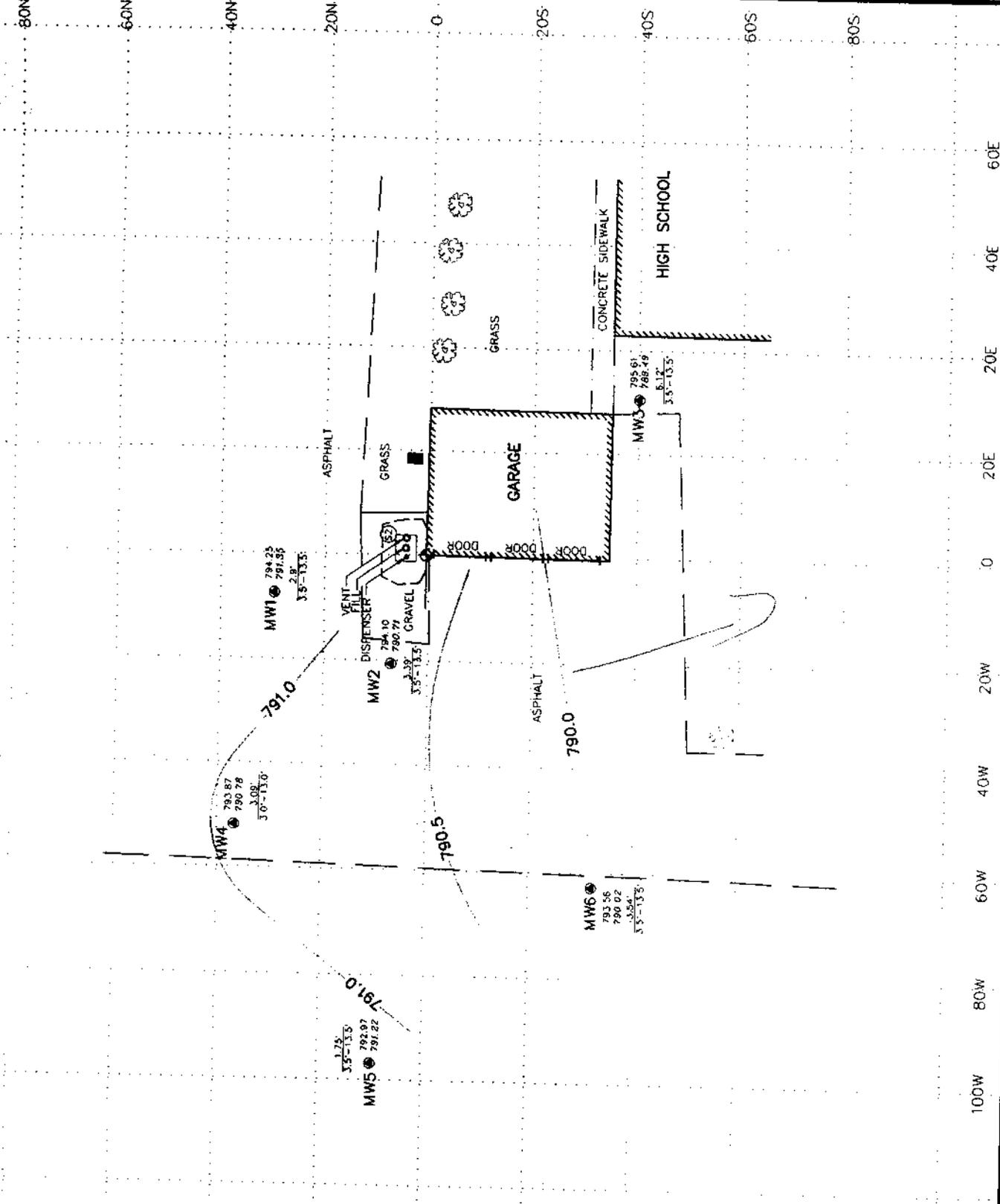
FIGURE 1
SITE LOCATION MAP

XAVIER HIGH SCHOOL
1600 W. PROSPECT AVENUE
APPLETON, WISCONSIN 54914



PROJECT : N1173A95
CAD FILE: N1173A2.DWG
DRAWN : DLD
REVIEWED :
DATE : 6/20/95

ONE SYSTEMS DRIVE APPLETON, WI 54914-1654
PHONE : (414) 735-6900 FAX : (414) 830-6100



791.0

790.0

790.5

791.0

ASPHALT

GRASS

GRASS

ASPHALT

MW6

CONCRETE SIDEWALK

HIGH SCHOOL

GARAGE

MW2 DISPENSER

VENT FILL

GRAVEL

DOOR

DOOR

DOOR

TABLE I
SUMMARY OF LABORATORY ANALYSIS
GROUNDWATER - HISTORICAL

Excavation 6/97
Page 6 of 7

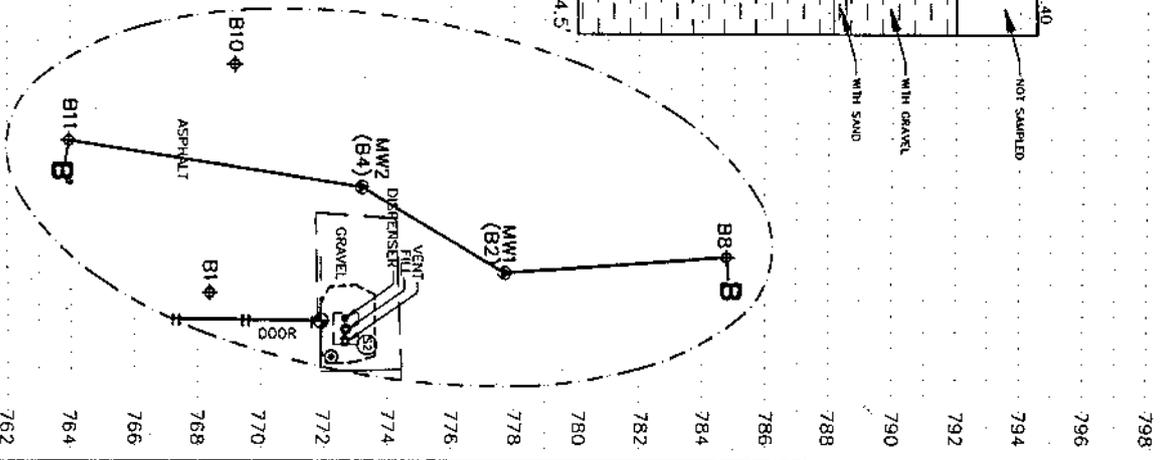
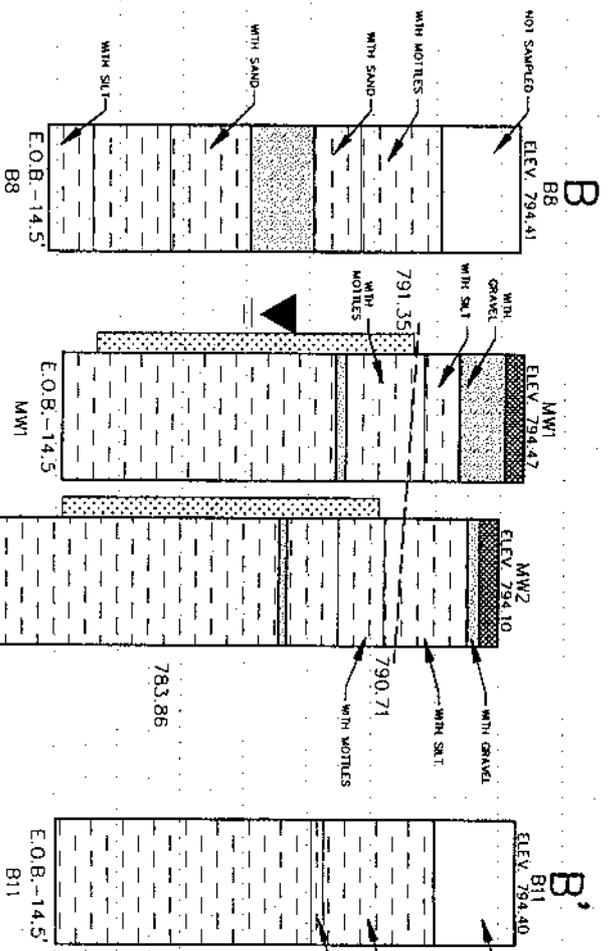
PARAMETER	ES	PAL	MW7							
SAMPLE DATE	-	-	3/36/97	8/7/97	11/12/97	2/12/98	5/13/98	8/12/98	11/13/98	2/19/99
DETECTED VOCs / PVOCs (µg/L)										
BENZENE	5	0.5	NS	480	610	410	600	470	260	436
1,2-DICHLOROETHANE	5	0.5	NS	ND	NA	NA	NA	NA	NA	NA
ETHYLBENZENE	700	140	NS	51	52	19	37	30	11	14
ISOPROPYLBENZENE	-	-	NS	NA	NA	NA	NA	NA	NA	NA
NAPHTHALENE	40	8	NS	ND	NA	NA	NA	NA	NA	NA
n-PROPYLBENZENE	-	-	NS	NA	NA	NA	NA	NA	NA	NA
TOLUENE	343	68.6	NS	94	22	18	64	14	ND	5.8
1,2,4-TRIMETHYLBENZENE	480	96	NS	5.8	7.0	3.5	7.5	7.1	10	6.2
1,3,5-TRIMETHYLBENZENE			NS	1.7	2.4	1.4	2.8	ND	ND	ND
m,p-XYLENE	620	124	NS	85	52	12	30	28	ND	8.7
o-XYLENE	(combined)	(combined)	NS	22	14	5.7	14	(combined)	ND	(combined)
DISSOLVED LEAD (µg/L)	15	1.5	NS	NA	NA	NA	NA	NA	NA	NA
GASOLINE RANGE ORGANICS (µg/L)	-	-	NS	NA	NA	NA	NA	NA	NA	NA

PARAMETER	ES	PAL	MW8							
SAMPLE DATE	-	-	3/26/97	8/7/97	11/12/97	2/12/98	5/13/98	8/12/98	11/13/98	2/19/99
DETECTED VOCs / PVOCs (µg/L)										
BENZENE	5	0.5	ND	ND	ND	0.43	NS	NS	NS	NS
1,2-DICHLOROETHANE	5	0.5	ND	ND	NA	NA	NS	NS	NS	NS
ETHYLBENZENE	700	140	ND	ND	ND	0.39	NS	NS	NS	NS
ISOPROPYLBENZENE	-	-	ND	NA	NA	NA	NS	NS	NS	NS
NAPHTHALENE	40	8	ND	ND	NA	NA	NS	NS	NS	NS
n-PROPYLBENZENE	-	-	ND	NA	NA	NA	NS	NS	NS	NS
TOLUENE	343	68.6	ND	ND	ND	ND	NS	NS	NS	NS
1,2,4-TRIMETHYLBENZENE	480	96	ND	ND	ND	0.82	NS	NS	NS	NS
1,3,5-TRIMETHYLBENZENE			ND	ND	ND	0.53	NS	NS	NS	NS
m,p-XYLENE	620	124	ND	ND	ND	0.96	NS	NS	NS	NS
o-XYLENE	(combined)	(combined)	ND	ND	ND	0.42	NS	NS	NS	NS
DISSOLVED LEAD (µg/L)	15	1.5	ND	NA	NA	NA	NS	NS	NS	NS
GASOLINE RANGE ORGANICS (µg/L)	-	-	ND	NA	NA	NA	NS	NS	NS	NS

ES = enforcement standard
 PAL = preventive action limit
 ND = not detected
 NA = not analyzed
 NS = not sampled

 = sample concentrations detected above the enforcement standard
 = sample concentration detected above the preventive action limit

798
796
794
792
790
788
786
784
782
780
778
776
774
772
770
768
766
764
762



798
796
794
792
790
788
786
784
782
780
778
776
774
772
770
768
766
764
762

LEGEND:

- CLAY
- SAND
- ASPHALT
- SCREENED INTERVAL
- SURFACE ELEVATION LINE
- WATER TABLE (5/16/96)
- GROUNDWATER LINE

FIGURE 4
DIAGRAMMATIC CROSS-SECTION
OF STRATIGRAPHY FROM B TO B'

XAVIER HIGH SCHOOL
 1600 W. PROSPECT AVENUE
 APPLETON, WISCONSIN 54914

PROJECT: N1173A95
 CAD FILE: N1173A44.DWG
 DRAWN: SP
 REVIEWED:
 DATE: 6/19/96

ONE SYSTEMS DRIVE APPLETON, WISCONSIN 54914-165
 PHONE: (414) 735-6900 FAX: (414) 830-6100

SCALE 1" = 20'
 SCALE 1" = 20'