

State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

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

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

COPY

August 5, 1998

Mr. Steve Golubic
Emergency Government Coordinator
311 N. Main St.
Shawano, WI 54166

Subject: Case Closure for the Shawano County Jail Property; DNR ID # 03-59-000032

Steve:

I have received a copy of the groundwater use restriction that was to be filed with the county register of deed office as a condition of case closure. I have also received the well abandonment forms. As a result the Department closed this case, June 18, 1998.

General Case Closure

The case closure panel reviews environmental remediation cases for compliance with state laws, standards, and guidelines to maintain consistency in the closeout of cases. At the present time, it appears that actions have been taken to the extent practicable to restore the environment and minimize the harmful effects from this discharge to the air, lands and waters of this state. Please be aware that this letter does not absolve the current, or any future owner of this property from future decisions regarding this site or impacts which may be discovered and/or traced back to past or future activities at this site. 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.

At this time the Department is not requiring any further investigation or other action concerning this specific site. The Department appreciates the actions you have undertaken to restore the environment at your property. If you have questions regarding this letter, you may contact me at (715) 526-4230.

Sincerely,

Tom Sturm
Hydrogeologist
Remediation and Redevelopment Program



Quality Natural Resources Management
Through Excellent Customer Service



WARRANTY DEED.

THIS INDENTURE made this 18th day of July A. D. 1927, between The Shawano Lumber Company a Corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, located at Shawano Wisconsin, party of the first part, and Shawano County party of the second part.

WITNESSETH, That the said party of the first part, for and in consideration of the sum of Thirty five hundred (\$3500.00) Dollars to it paid by said party 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 said party of the second part its heirs and assigns forever, the following described real estate, situated in the County of Shawano and State of Wisconsin to-wit:

ALL THAT PART OF BLOCK NUMBER EIGHT (8) AND BLOCK NUMBER SEVEN (7) OF SAWYER AND ANDREWS PLAT OF THE VILLAGE (now city) OF SHAWANO LYING SOUTH OF THE RAILROAD RIGHT OF WAY AS NOW LOCATED.

(This deed is executed by grantors as a duplicate and in lieu of one conveying the same property, and which was executed and delivered in August 1922 and now reported by grantees to have been lost before recording.)

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in any wise 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 party of the second part, and to its heirs and assigns FOREVER.

AND THE SAID The Shawano Lumber Company party of the first part, for itself and its successors, does covenant, grant, bargain and agree to and with the said party of the second part, its heirs and assigns, that at the time of the enscaling 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 party 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 The Shawano Lumber Company party of the first part, has caused these presents to be signed by E. H. Steiger its President, and countersigned by H. W. Krueger its Secretary, at Shawano Wisconsin, and its corporate seal to be hereunto affixed, this 26th day of July A. D. 1927.

Signed and Sealed in Presence of
LOUIS A. MUELLER
DELIA CORNELIUS

THE SHAWANO LUMBER COMPANY Corporate Name
By E. H. STEIGER President
Countersigned by H. W. KRUEGER Secretary.

(CORPORATE SEAL)

STATE OF WISCONSIN

)SS

COUNTY OF WINNEBAGO

Personally came before me this 26th day of July 1927, E. H. Steiger, President of the above named corporation, to me known to be the ~~President~~ person who executed the foregoing instrument and to me known to be such President ~~and~~ of said Corporation, and acknowledged that he executed the foregoing instrument as such officer as the deed of said corporation, by its authority.

LOUIS A. MUELLER

Notary Public, Winnebago Co., Wis.
My commission expires May 26, 1929

(NOTARY SEAL)

Received for record this 27th day of
July 1927 at 3 o'clock P. M.

Willie Stark

REG. OF DEEDS

Witnesseth: That the said part 1st of the first part, for and in consideration of the sum of Two thousand eight hundred Dollars (\$ 2800⁰⁰)

DOLLARS

to them in hand paid by said part 1st of the second part, the receipt whereof is hereby confessed and acknowledged, he is given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents do not give, grant, bargain, sell, remise, release, alien, convey and confirm unto the said part 1st of the second part, his Successors heirs and assigns forever, the following described Real Estate, situated in the County of Shouano and State of Wisconsin, to-wit:

All that part of Block number Eight (8) of Sawyer and Andrews Plat of the Village (now City) of Shouano, lying South of a fence, which fence is north of a barn therein, and which fence was established as the line fence between lands owned by H. M. Loomer and J. D. Kast on May 28th 1877, and July 25th 1877; same being the premises conveyed to me by the Upham and Russell Company

3.00
Rev.
Stamps
att'd

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 part 1st 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 1st of the second part, and to his heirs and assigns forever.

And the Said Charles J. Wesscott party of the first part for himself and his heirs, executors and administrators, do not covenant, grant, bargain and agree to and with the said part 1st of the second part, his Successors heirs and assigns, that at the time of the ensembling and delivery of these presents he 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 1st of the second part, his Successors heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. he will forever WARRANT AND DEFEND.

In Witness Whereof, The said part 1st of the first part hereunto set their hand and seal, this fifth day of June A. D. 1916

SIGNED, SEALED AND DELIVERED IN PRESENCE OF

Dylan Bullard
Harry E. Bullard

Charles J. Wesscott
Sarah E. Wesscott

[SEAL]

[SEAL]

[SEAL]

State of Wisconsin,

Winnebago COUNTY, ss.

Personally came before me this Fifth day of June A. D. 1916

the above named Grantors, Charles J. Wesscott and Sarah E. Wesscott, his wife

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

Received for Record this 29th day of

June A. D. 1916, at 11³⁰ o'clock A.M.

Paul Cirsowich

Register.

No. 113900

Harry E. Bullard
Notary Public, State of Wisconsin
Winnebago County

My Commission expires Dec. 28th 1917

Document Number

GROUNDWATER USE RESTRICTION

Declaration of Restrictions

In Re: Property previously recorded in Volume 202, Page 7, Document No. 160511, Shawano County Register of Deeds, described as: All that part of blocks no. one (1), six (6), seven (7), and eight (8) of Sawyer and Andrews Plat of the Village (now City) of Shawano, being part of that east on-half (E 1/2), of the southeast quarter (SE 1/4), of Section 35, Township 27 north, Range 15 east.

STATE OF WISCONSIN)
) ss
COUNTY OF SHAWANO)

WHEREAS, the County of Shawano is the owner of the above-described property.

WHEREAS, one or more petroleum discharges have occurred at this property. Petroleum contaminated groundwater above NR 140 enforcement standards exists on this property at the following location(s): naphthalene exists at 240 micrograms per liter (ug/L) and xylene exists at 750 micrograms per liter (ug/L) at and near groundwater monitoring well MW-12 as indicated on Attachment 1.

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

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

WHEREAS, construction of wells where the water quality exceeds the drinking water standards in ch. NR 809 is restricted by ch. NR 811 and ch. NR 812. 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 prohibitions or requirements are applicable, prior to constructing or reconstructing a well on this property. No well may be constructed or reconstructed on this property unless applicable requirements are met.

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.

REGISTERS OFFICE SS
SHAWANO COUNTY, WI
Received for Record this 8th
day of Oct A.D. 19 98 at 9:25
o'clock A.M. AND Recorded In Vol. 876
of Records. Pages 713 + 714
Maura Bepler Register
REGISTERS OFFICE

Recording Area

Name and Return Address
Steve Golubic
9:25 AM \$12.00 pd

Parcel Identification Number (PIN)

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.

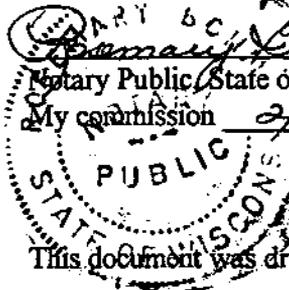
IN WITNESS WHEREOF, the owner of the property has executed this Declaration of Restrictions, this 8th day of April, 1998.

By signing this document, Herbert W. Tauchen, acknowledges that he/she is duly authorized to sign this document on behalf of Shawano County.

Signature: Herbert W. Tauchen
Printed Name: Herbert W. Tauchen
Title: County Board Chr.

Subscribed and sworn to before me
this 8 day of April, 1998

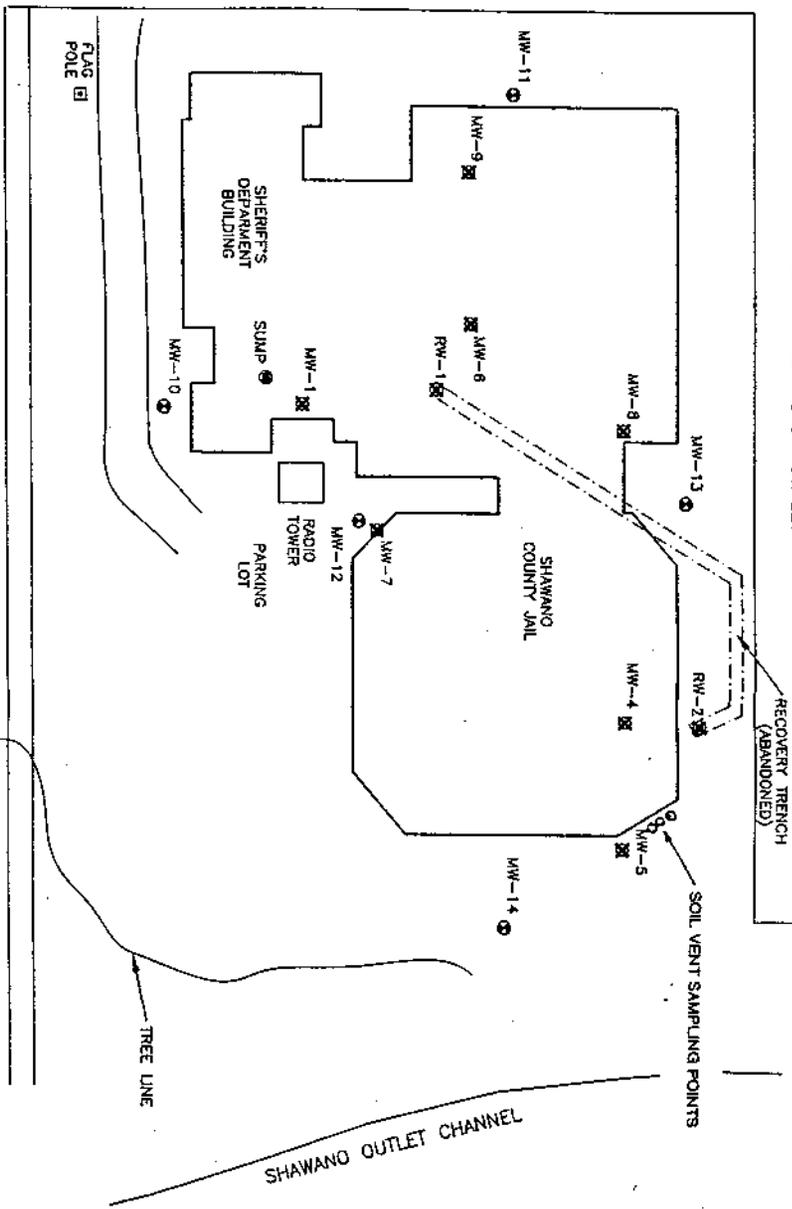
Barbara J. Bohm
Notary Public, State of Wisconsin
My commission 2/14/99



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

THIRD STREET

NORTH WASHINGTON STREET



- LEGEND:
- ⊙ MONITORING WELL LOCATION
 - ▣ ABANDONED MONITORING WELL LOCATION
 - ▣ ABANDONED RECOVERY WELL LOCATION



FIGURE 5
MONITORING WELL AND SOIL VENT
LOCATION MAP
SHAWANO COUNTY HIGHWAY DEPARTMENT
SHAWANO, WISCONSIN

PROJECT NO.	1088-190	PREPARED BY	TJA	ORIGIN BY	US
DATE	6-23-94	REVIEWED BY		SITE NAME	58R190-2



Shawano, WI 54166



New Ma

Driving
Drive TC
this loca

Clickin

- Rec
- Rec
- Rec

NORTH WASHINGTON STREET

THIRD STREET

NORTH MAIN STREET

BRIDGE

SHAWANO LAKE
OUTLET

Electrical Panel
with system
main disconnect
and
power hookup
location
+ TMU-12

COUNTY STORAGE GARAGE

COUNTY SHOP BUILDING

SHERIFF'S DEPARTMENT BUILDING

RADIO TOWER

SUMP

TREATMENT SYSTEM LOCATION

POWER POLE

LIGHT POLE

CANNON

CLEANOUT PIPE

CLEANOUT PIPE

CLEANOUT PIPE

CLEANOUT PIPE

TREE LAKE

RECOVERY TRENCH

MW-5

MW-4

MW-3

MW-2

MW-1

MW-8

MW-7

MW-6

MW-10

MW-11

MW-9

MW-10

● MONITORING WELL LOCATION

○ RECOVERY WELL LOCATION

⊙ MANHOLE

-X- FENCE

-S- 8" STORM SEWER LINE

-N- ↑

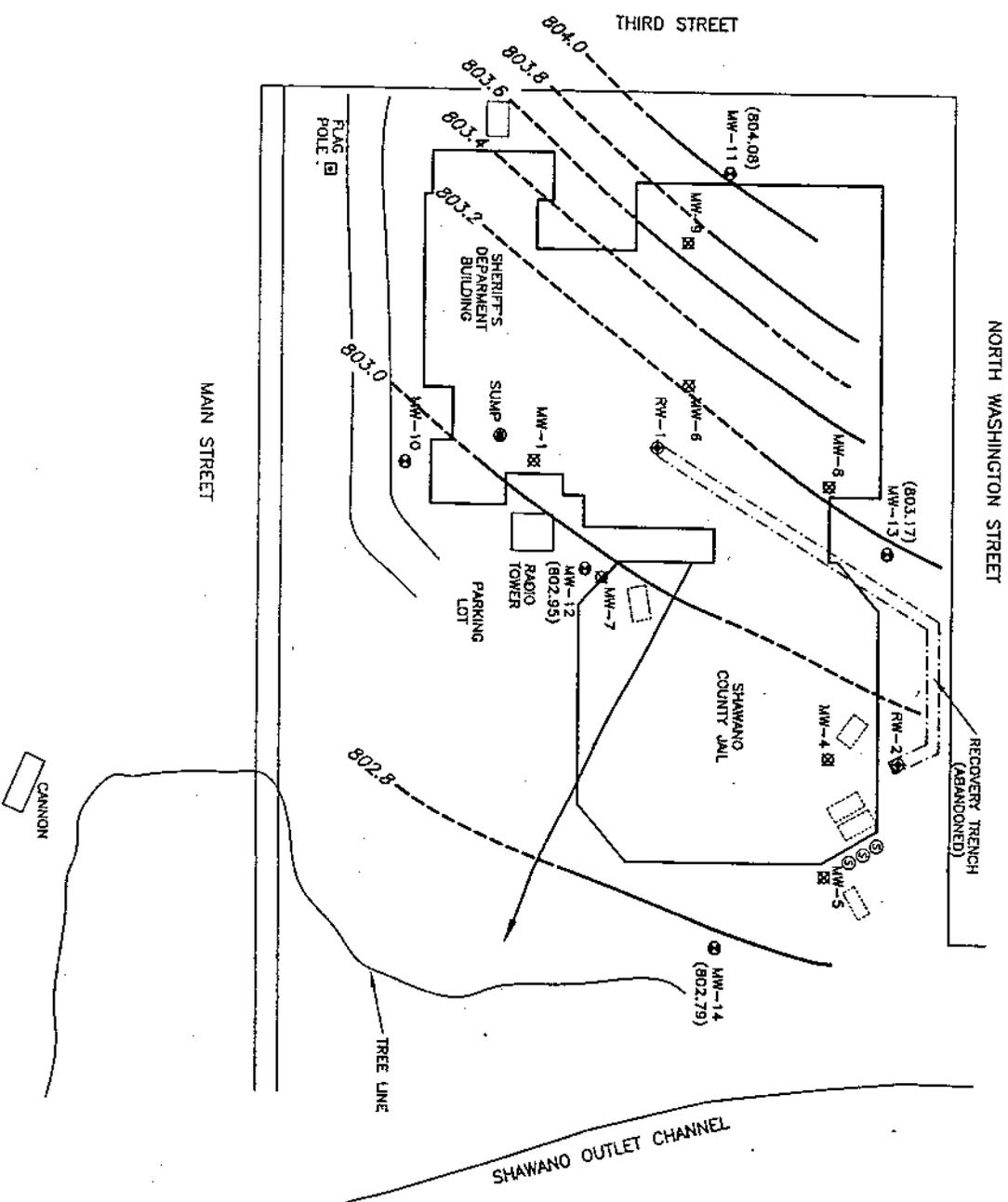
0 40
SCALE FEET

LEGEND:

FIGURE 1
SITE MAP
SHAWANO COUNTY HIGHWAY DEPARTMENT
SHAWANO, WISCONSIN

PROJECT NO.	15-88-190	PREPARED BY	JW/DD
DATE	6/1/92	REVISION NO.	
		FILE NAME	1588190





- LEGEND:**
- MONITORING WELL LOCATION
 - ⊙ SOIL VENT LOCATION
 - ⊠ ABANDONED MONITORING WELL LOCATION
 - ⊞ ABANDONED RECOVERY WELL LOCATION
 - ⊕ GROUND WATER ELEVATION (IN FEET) (802.95)
 - GROUND WATER CONTOUR LINE CONTOUR INTERVAL = 0.20 FEET
 - - - INFERRED GROUND WATER CONTOUR
 - GROUND WATER FLOW DIRECTION
 - FORMER UNDERGROUND STORAGE TANK LOCATION



FIGURE 7
GROUND WATER CONTOUR MAP
 JUNE 25, 1997
 SHAWANO COUNTY HIGHWAY COMMISSION/
 SHERIFF DEPARTMENT
 SHAWANO, WISCONSIN

PROJECT NO.	PREPARED BY	DRAWN BY
1085-180	CGC	DD
DATE	REVIEWED BY	FILE NAME
12/03/97	181905M	



Table 2B
 Ground Water Analytical Results (1994-1997)
 Shawano County Highway Commission/Sheriff Department
 Shawano, Wisconsin
 Delta No. 1088-190

Monitoring Well: MW-12												
Sampling Date	Parameter/Result (ug/L)											
	Benzene	Toluene	Ethylbenzene	Xylenes	GRO	MTBE	1,2,4 TMB	1,3,5 TMB	Naphthalene			
NR140 ES1	5	343	700	620	439	60			40			
05/17/94	18	35	300	820	3700	24	390	72	40			
08/17/94	5.6	24	230	1100	4000	<10	370	84	120			
12/06/94	11	35	500	1500	6100	<5	540	120	240			
02/07/95	5.2	9.7	190	710	2300	<1	220	51	82			
05/09/95	<10	24	590	2300	6200	<10	670	150	220			
08/23/95	3.5	7.8	170	590	2000	<1	180	<200	65			
11/15/95	<20	13	390	1200	4400	<20	440	<100	220			
02/14/96	1	2.4	99	270	1000	4.4	110	18	41			
06/25/97	<3.0	2.9	300	540	3800	<0.80	370	86	180			
6/25/1997 (Dup)	<4.4	3.6	410	750	3900	NS	500	120	240			

NOTE: For 6/25/97 results, sample and duplicate sample results are shown.

Monitoring Well: MW-13												
Sampling Date	Parameter/Result (ug/L)											
	Benzene	Toluene	Ethylbenzene	Xylenes	GRO	MTBE	1,2,4 TMB	1,3,5 TMB	Naphthalene			
NR140 ES1	5	343	700	620	439	60			40			
05/17/94	<1	1.4	2.1	<3	<50	<1	<1	<1	NA			
08/17/94	<1	<1	<1	<3	<50	<1	<1	<2	<1			
12/06/94	<1	<1	<1	<3	<50	<1	<1	<1	<1			
02/07/95	<1	<1	<1	<3	<50	<1	<1	<1	<1			
05/09/95	NS	NS	NS	NS	NS	NS	NS	NS	<1			
08/23/95	NS	NS	NS	NS	NS	NS	NS	NS	NS			
11/15/95	NS	NS	NS	NS	NS	NS	NS	NS	NS			
02/14/96	NS	NS	NS	NS	NS	NS	NS	NS	NS			
06/25/97	<0.13	<0.20	<0.22	<0.23	<50	<0.16	<0.22	<0.29	<0.46			

Project Name: and Co-Hwy Corr / Sheriff Dept
 License, Permit or Monitoring Number: _____
 Well Name: MW-12
 Well Type: Observation Well Piezometer Well Is From Waste/Source Boundary
 A Point of Enforcement Std. Application? Yes No
 Well Installed By: Randy
WTD Environmental Drilling

1. Cap and lock? Yes No
 2. Protective cover pipe:
 a. Inside diameter: _____ in.
 b. Length: 3.0 ft.
 c. Material: Steel 04
 Other
 d. Additional protection? Yes No
 If yes, describe: _____
 3. Surface seal: Bentonite 30
 Concrete 01
 Other
 4. Material between well casing and protective pipe:
 Bentonite 30
 Annular space seal
 Other
 5. Annular space seal:
 a. Granular Bentonite 33
 b. _____ Lbs/gal mud weight ... Bentonite-sand slurry 35
 c. _____ Lbs/gal mud weight ... Bentonite slurry 31
 d. _____ % Bentonite ... Bentonite-cement grout 50
 e. _____ Ft³ volume added for any of the above
 f. How installed: Tremie 01
 Tremie pumped 02
 Grivity 08
 6. Bentonite seal:
 a. Bentonite granules 33
 b. 1/4 in. 3/8 in. 1/2 in. Bentonite pellets 32
 c. _____ Other
 7. Fine sand material: Manufacturer, product name & mesh size
 a. Red Flat
 b. Volume added _____ ft³
 8. Filter pack material: Manufacturer, product name and mesh size
 a. _____
 b. Volume added _____ ft³
 9. Well casing: Flush threaded PVC schedule 40 23
 Flush threaded PVC schedule 80 24
 Other
 10. Screen material: PVC - schedule 40
 a. Screen type: Factory cut 11
 Continuous slot 01
 Other
 b. Manufacturer _____
 c. Slot size: 0.010 in.
 d. Slotted length: _____ ft.
 11. Backfill material (below filter pack): None 14
 Other

I hereby certify that the information on this form is true and correct to the best of my knowledge.
 Name: T Mueller Firm: Delta Environmental Consultants

Complete both sides of this form and return to the appropriate DNR office listed at the top of this form as required by chs. 144, 147 and 160, Wis. Stats., and s. NR 141, Wis. Ad. Code. In accordance with ch. 144, Wis. Stats., failure to file this form may result in a forfeiture of not less than \$10, nor more than \$10,000 for each day of violation. In accordance with ch. 147, Wis. Stats., failure to file this form may result in a forfeiture of not more than \$10,000 for each day of violation. In accordance with ch. 160, Wis. Stats., failure to file this form may result in a forfeiture of not more than \$10,000 for each day of violation.