

GIS REGISTRY INFORMATION

SITE NAME:	MEAD/WESTVACO		
BRRTS #:	02-71-305662	FID # (if appropriate):	
COMMERCE # (if appropriate):			
CLOSURE DATE:	02/26/2004		
STREET ADDRESS:	430 AHNAIP STREET		
CITY:	MENASHA		
SOURCE PROPERTY GPS COORDINATES (meters in WTM91 projection):	X=	644012	Y= 414918
CONTAMINATED MEDIA:	Groundwater <input type="checkbox"/>	Soil <input checked="" type="checkbox"/>	Both <input type="checkbox"/>
OFF-SOURCE GW CONTAMINATION >ES:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
IF YES, STREET ADDRESS 1:	_____		
GPS COORDINATES (meters in WTM91 projection):	X=		Y=
OFF-SOURCE SOIL CONTAMINATION >Generic or Site-Specific RCL (SSRCL):	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
IF YES, STREET ADDRESS 1:	_____		
GPS COORDINATES (meters in WTM91 projection):	X=		Y=
CONTAMINATION IN RIGHT OF WAY:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
DOCUMENTS NEEDED:			
Closure Letter, and any conditional closure letter issued			X
Copy of most recent deed, including legal description, for all affected properties			X
Certified survey map or relevant portion of the recorded plat map (if referenced in the legal description) for all affected properties			X
County Parcel ID number, if used for county, for all affected properties			
Location Map which outlines all properties within contaminated site boundaries on USGS topographic map or plat map in sufficient detail to permit the parcels to be located easily (8.5x14" if paper copy). If groundwater standards are exceeded, the map must also include the location of all municipal and potable wells within 1200' of the site.			X
Detailed Site Map(s) for all affected properties, showing buildings, roads, property boundaries, contaminant sources, utility lines, monitoring wells and potable wells. (8.5x14", if paper copy) This map shall also show the location of all contaminated public streets, highway and railroad rights-of-way in relation to the source property and in relation to the boundaries of groundwater contamination exceeding ch. NR 140 ESs and soil contamination exceeding ch. NR 720 generic or SSRCLs.			X
Tables of Latest Groundwater Analytical Results (no shading or cross-hatching)			NA
Tables of Latest Soil Analytical Results (no shading or cross-hatching)			X
Isoconcentration map(s), if required for site investigation (SI) (8.5x14" if paper copy). The isoconcentration map should have flow direction and extent of groundwater contamination defined. If not available, include the latest extent of contaminant plume map.			NA
GW: Table of water level elevations, with sampling dates, and free product noted if present			NA
GW: Latest groundwater flow direction/monitoring well location map (should be 2 maps if maximum variation in flow direction is greater than 20 degrees)			NA
SOIL: Latest horizontal extent of contamination exceeding generic or SSRCLs, with one contour			X
Geologic cross-sections, if required for SI. (8.5x14" if paper copy)			NA
RP certified statement that legal descriptions are complete and accurate			X
Copies of off-source notification letters (if applicable)			NA
Letter informing ROW owner of residual contamination (if applicable)(public, highway or railroad ROW)			NA
Copy of (soil or land use) deed restriction(s) or deed notice if any required as a condition of closure			X



State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

Scott McCallum, Governor
Darrell Bazzell, Secretary
Ron Kazmierczak, Regional Director

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

February 26, 2004

Leslie Harland
MeadWestvaco Corp.
3475 Newmark Drive
Miamisburg, OH. 45342

Subject: Final Closure letter for the Former Gilbert Paper Property, 430 Ahnaip Street,
Menasha, WI. **BRRTS# 02-71-305662**

Dear Ms. Harland:

On October 7, 2002, your site as described above was reviewed for closure by the Department of Natural Resources. The Department reviews environmental remediation cases for compliance with state laws and standards to maintain consistency in the closure of these cases. On October 21, 2002, you were notified that conditional closure was granted to this case.

On February 24, 2004, the Department received correspondence indicating that you have complied with the conditions of closure. A soil deed restriction and monitoring well abandonment were necessary for final closure. Based on the correspondence and data provided, it appears that your case meets the screening criteria of s. NR 746.07, Wis. Adm. Code, and the requirements of ch. NR 726, Wis. Adm. Code. The Department considers this case closed and no further investigation, remediation or other action is required at this time.

Your site will be listed on the DNR Remediation and Redevelopment GIS Registry of Closed Remediation Sites. Information that was submitted with your closure request application will be included on the registry. To review the sites on the GIS Registry web page, visit <http://gomapout.dnr.state.wi.us/org/at/et/geo/gwur/index.htm>

Please be aware that this case may be reopened pursuant to s. NR 726.09, Wis. Adm. Code, if additional information regarding site conditions indicates that contamination on or from the site poses a threat to public health, safety or welfare, or the environment.

The Department appreciates your efforts to restore the environment at this site. If you have any questions regarding this letter, please contact me at 920-303-5447.

Sincerely,

Jennie Pelczar

Remediation and Redevelopment Program

cc: NER Oshkosh File

John Link – STS – Green Bay

File Copy



State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

Scott McCallum, Governor
Darrell Bazzell, Secretary
Ron Kazmierczak, Regional Director

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

October 21, 2002

Leslic Harland
MeadWestvaco Corp.
3475 Newmark Drive
Miamisburg, OH. 45342

Subject: Closure for the Former Gilbert Paper Property, 430 Ahnaip Street, Menasha, WI.
BRRTS# 02-71-305662

Dear Ms. Harland:

On October 7, 2002, MeadWestvaco (MWV) requested closure of the case described above and was reviewed by the Department of Natural Resources. The Northeast Region (NER) Remediation and Redevelopment closure committee reviews environmental remediation cases for compliance with state rules and statutes to maintain consistency in the closure of these cases. After careful review of the closure request, the NER Closure committee has determined that the petroleum contamination on the site from the underground petroleum storage tanks appears to have been investigated and remediated to the extent practicable under site conditions. MWV's case meets the screening criteria of s. NR 746.07, Wis. Adm. Code, and the requirements of ch. NR 726, Wis. Adm. Code and will be closed if the following conditions are satisfied:

1. **Deed Restriction for Contaminated Soils Remaining on site.** - To close this site, the Department requires that a deed restriction be signed and recorded to address the issue of the remaining soil contamination (Benzo(a)pyrene, and Dibenzo(a,h)anthracene) associated with the site at locations B-10, MW-3, 4, and 5. The soils at these locations exceed the industrial direct contact guidance numbers. The purpose of the restriction is to maintain a surface barrier (cap) over the remaining soil contamination/waste material to prevent it from impacting human health and the environment, and/or require that the owner of the property investigate the degree and extent of residual contamination that is currently inaccessible, if structural impediments that currently exist on the property are removed.
 - As part of this deed restriction, a cap maintenance plan needs to be submitted to the Department. The current cap is a building (boiler house), smokestack, and asphalt driveway. The plan should state that the cap over the impacted soils will be inspected annually and all records of this inspection shall be kept with the property owner. The Department may request to see these inspection reports at any time.
 - MWV will need to submit a copy of the current property deed in order for the department to draft the deed. The Department will send MWV a copy of the final deed restriction. MWV should then sign it and have it recorded by the Winnebago County Register of Deeds. MWV must then submit a copy of the recorded document to the Department. Please be aware that if a deed restriction is recorded for the wrong property because of an inaccurate legal description that you have provided, MWV will be responsible for



- recording corrected documents at the Register of Deeds Office to correct the problem.
- Submit all necessary information (tables, maps, etc.) for the GIS soil registry.

2. **Monitoring well abandonment** –The monitoring wells (MW's 1 through 6) at the site must be properly abandoned in compliance with ch. NR 141, Wis. Adm.. Documentation of well abandonment must be submitted to Jennie Pelczar on Form 3300-5B found at www.dnr.state.wi.us/org/water/dgw/gw/ or provided by the Department of Natural Resources.

In addition, please note that the restricted areas are also areas where fill material was brought in. If this area is ever to be built on, a historic fill exemption will need to be granted. The Remediation and Redevelopment program can grant these exemptions with the proper information, forms, and fee submitted to the program.

When the above conditions have been satisfied, please submit a letter to let me, and a final case closure letter will be sent. The site will be listed on the DNR Remediation and Redevelopment GIS Registry of Closed Remediation Sites. Information that was submitted with your closure request application will be included on the registry. To review the sites on the GIS Registry web page, visit <http://gomapout.dnr.state.wi.us/org/at/et/geo/gwur/index.htm>]

Please be aware that the case may be reopened pursuant to s. NR 726.09, Wis. Adm. Code, if additional information regarding site conditions indicates that contamination on or from the site poses a threat to public health, safety, or welfare or to the environment.

The Department appreciates MeadWestvaco's efforts to restore the environment at this site. If you have any questions regarding this letter, please contact me at 920-303-5447.

Sincerely,



Jennie Pelczar
Remediation and Redevelopment Program

cc: NER Oshkosh File

John Link – STS – Green Bay

WARRANTY DEED

GILBERT PAPER COMPANY, a corporation duly organized and existing under the laws of Wisconsin, and having its principal office in the City of Menasha, County of Winnebago, State of Wisconsin, grantor, hereby

CONVEYS AND WARRANTS to GILBERT PAPER COMPANY, an Ohio corporation, grantee, of Montgomery County, Ohio, for the sum of Ten Dollars (\$10.00) and other valuable consideration, the following tract of land in Winnebago County, Wisconsin:

All of Lots Twenty (20), Twenty-one (21), Twenty-two (22), Twenty-three (23), Twenty-four (24), Twenty-five (25), Twenty-six (26), Twenty-seven (27), Twenty-eight (28), Twenty-nine (29), Thirty (30), Thirty-one (31), Thirty-two (32), Thirty-three (33), Thirty-four (34), Thirty-five (35), Thirty-six (36), Thirty-seven (37), Thirty-eight (38), Thirty-nine (39), Forty (40), Forty-one (41), Forty-two (42), Forty-three (43), Forty-four (44), Forty-five (45), Forty-six (46), Forty-seven (47), Fifty (50) and that part of "Canal" all in the SUBDIVISION OF RESERVATION OF BLOCK "A" Town of the Island, Menasha; and that part of Block "B" in the Plat of the TOWN OF THE ISLAND marked "Reserved"; and that part of FRACTIONAL LOT ONE (1), (on the Island) of Section Twenty-two (22) Township Twenty (20) North, of Range Seventeen (17) East; all in the Third Ward, City of Menasha, described as follows, viz:

Beginning at the intersection of the West line of Block "A" (being also the West line of said FRACTIONAL LOT 1) with the Northwesterly line of Ahnaip Street; thence North Zero Degrees Thirty-two Minutes (0° 32') West Two Hundred Eighty-five and Two-tenths Feet (285.2') along the West line of Block "A"; thence South Eighty-nine Degrees One Minute (89° 1') West Eighty-two and Seven-tenths Feet (82.7'); thence North Sixteen Degrees Fifty-one Minutes (16° 51') West One Hundred Seventy-two and Four-tenths Feet (172.4') to the shore line of the Fox River; thence North Twenty-eight Degrees Fifty-six Minutes (28° 56') East One Hundred Sixty-five and Seventy-five Hundredths Feet (165.75') along the existing retaining wall; thence North Thirty-one Degrees Zero Minutes (31° 00') East Fifty-three Feet (53.0') along the established shore line of the Fox River as approved by the Public Service Commission on August 19, 1957; thence North Forty-seven Degrees Zero Minutes (47° 00') East Two Hundred Ninety-eight Feet (298.0') along said established shoreline; thence South Forty-three Degrees Zero Minutes (43° 00') East Eighteen and Five-tenths Feet (18.5') along said established shore line; thence Northeasterly along the Southeasterly shore line of the Fox River to the Northeasterly line of Lot Forty-seven (47) of the Subdivision of the Reservation of said Block "A"; thence South Forty-three Degrees

Twenty-three Minutes ($43^{\circ} 23'$) East to the Easterly corner of said Lot Forty-seven (47); thence South Sixty-eight Degrees Fifty-four Minutes ($68^{\circ} 54'$) West Thirty-four and Twenty-six Hundredths Feet ($34.26'$) along the Southeasterly line of said Lot 47; thence South Forty-six Degrees Thirty-seven Minutes ($46^{\circ} 37'$) West Three Hundred Eighteen and Three-tenths Feet ($318.3'$) along the Southeasterly lines of said Lots 47, 46, 45, 44, 43, 42 and 41 to the Southerly corner of Lot Forty-one (41); thence South Forty-three Degrees Twenty-three Minutes ($43^{\circ} 23'$) East One Hundred Sixty Feet ($160'$) to the Easterly corner of said Lot 50; thence South Forty-six Degrees Thirty-seven Minutes ($46^{\circ} 37'$) West Seventy Feet ($70'$) along the Southeasterly line of said Lot 50 to the Northerly corner of said Lot 20; thence South Forty-three Degrees Twenty-three Minutes ($43^{\circ} 23'$) East One Hundred Twenty Feet ($120'$) along the Northeasterly line of said Lot 20 to the Easterly corner of said Lot 20, said corner being on the Northwesterly line of Annaip Street; thence South Forty-six Degrees Thirty-seven Minutes ($46^{\circ} 37'$) West Seven Hundred Seventy-one and Three-tenths Feet ($771.3'$) along said line of Annaip Street to the point of beginning.

EXCEPT AND SUBJECT to the following:

- (1) Railroad easement granted to Milwaukee and Northern Railroad Company by deed dated March 25, 1887, and recorded in Deed Volume 152, page 135, Winnebago County Records.
- (2) Railroad easement granted to Milwaukee and Northern Railroad Company by deed dated March 28, 1887, and recorded in Deed Volume 152, page 137, Winnebago County Records.
- (3) Railroad easement granted to Chicago and Northwestern Railway Company by deed dated March 8, 1900, and recorded in Deed Volume 225, page 181, Winnebago County Records.
- (4) Railroad easement granted to Chicago and Northwestern Railway Company by deed dated June 19, 1900, and recorded in Deed Volume 232, page 63, Winnebago County Records.
- (5) Railroad easement granted to Chicago and Northwestern Railway Company by deed dated June 19, 1900, and recorded in Deed Volume 232, page 113, Winnebago County Records.
- (6) Railroad easement granted to Chicago and Northwestern Railway Company by deed dated April 4, 1900, and recorded in Deed Volume 232, page 117, Winnebago County Records.
- (7) Railroad easement granted to Chicago and Northwestern Railway Company by deed dated September 10, 1900, and recorded in Deed Volume 232, page 119, Winnebago County Records.
- (8) Railroad easement granted to Chicago and Northwestern Railway Company by deed dated May 4, 1900, and recorded in Deed Volume 232, page 154, Winnebago County Records.
- (9) Railroad easement granted to Chicago and Northwestern Railway Company by deed dated November 13, 1903, and recorded in Deed Volume 227, page 37, Winnebago County Records.

(10) Water-pipe easement granted to the City of Menasha by deed acknowledged August 25, 1905, and recorded in Deed Volume 317, page 44, Winnebago County Records.

(11) Sewer-line easement granted to the City of Menasha by deed dated June 5, 1925, and recorded in Deed Volume 378, page 293, Winnebago County Records.

(12) Sewer-line easement granted to the City of Menasha by deed dated November 22, 1944, and recorded in Deed Volume 529, page 332, Winnebago County Records.

(13) Sewer-line easement granted to Neenah-Menasha Sewerage Commission and the City of Menasha by deed dated October 28, 1936, and recorded in Deed Volume 474, page 223, Winnebago County Records.

(14) Sewer-line easement granted to Neenah-Menasha Sewerage Commission and the City of Menasha by deed dated October 20, 1937, and recorded in Deed Volume 474, page 308, Winnebago County Records.

(15) Easement for electric transmission line granted to Wisconsin Traction, Light, Heat and Power Co. by deed dated December 5, 1922, and recorded in Deed Volume 361, page 189, Winnebago County Records.

This conveyance is pursuant to resolution adopted by all of the shareholders of Grantor at a meeting held on October 19, 1960, after due notice.

WITNESS, the hand and seal of said grantor by its proper

officers this 3rd day of November, 1960.

In presence of:

John E. Dempsey
John E. Dempsey

Gladys W. Blomstrom
Gladys W. Blomstrom

GILBERT PAPER COMPANY (SEAL)

By T. M. Gilbert
T. M. Gilbert
Its President

and A. C. Haselow
A. C. Haselow
Ass't. Secretary

This instrument drafted by
JOHN E. DEMPSEY
Attorney at Law
Oshkosh, Wisconsin

STATE OF WISCONSIN)
)SS
WINNEBAGO COUNTY)

Personally came before me this 3rd day of November, 1960,
the above named T. M. Gilbert, President, and A. C. Haselow, Assistant

VOL 960 PAGE 483

Secretary of Gilbert Paper Company, a corporation, to me known to be the persons and officers who, for and in behalf of said corporation, executed the foregoing instrument and acknowledged the same.

Gladys W. Blomstrom

Gladys W. Blomstrom
Notary Public, Winnebago County,
Wisconsin.
My commission expires May 5, 1923



This Indenture, Made this 1st day of April, A D, 1968,
 between Charles R. Smith Foundation, Inc., a charitable corporation, having offices
 a Corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, located
 in the Town of Neenah, Winnebago County, Wisconsin, party of the first part, and The Mead Corporation,
 an Ohio corporation, having offices in the City of Menasha, Winnebago
 County, Wisconsin, party 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 good and valuable considerations

to it paid by the 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 the said party of the second part,
its successors heirs and assigns forever, the following described real estate, situated in the County
 of Winnebago and State of Wisconsin, to-wit:

That part of Block "B" in the Plat of the TOWN OF THE ISLAND, marked "Reserved"; and that
 part of Lots 1 and 2 in E.D. SMITH'S SUBDIVISION of Part of Block B; all in the Third Ward,
 City of Menasha, Winnebago County, Wisconsin, described as follows, viz:-

Commencing at the intersection of the East Line of Fractional Lot 2 (on the Island) of
 Section 22-20-17 with the Northwesterly line of Ahnaip Street, the place of beginning;
 thence Southwesterly along the Northwesterly line of said Ahnaip Street, to the most
 Southerly corner of Lot 2 in said E.D. Smith's Subdivision; thence Northwesterly along
 the Southwesterly line of Lot 2 in said E.D. Smith's Subdivision to the most Westerly
 corner of Lot 2 in said E.D. Smith's Subdivision; thence Southwesterly along the North-
 westerly line of said E.D. Smith's Subdivision to the most Westerly corner of Lot 4 in
 said E.D. Smith's Subdivision; thence North 43 degrees 36 minutes West 160 feet; thence
 North 8 degrees West 36.9 feet; thence North 46 degrees 24 minutes East 339.6 feet;
 thence North 17 degrees 5 minutes West to the Southerly Bank of the Fox River; thence
 Northeasterly along the Southerly Bank of the Fox River to a point that is 30 feet East-
 erly of, and measured at right angles to, the last described line; thence South 17 degrees
 5 minutes East to a point that is South 88 degrees 55 minutes West 82.7 feet of a point
 on the East line of said Fractional Lot 2 that is 282 feet North of the place of begin-
 ning; thence North 88 degrees 55 minutes East 82.7 feet to a point on the East line of
 said Fractional Lot 2 that is 282 feet North of the place of beginning; thence South
 along the East line of said Fractional Lot 2, 282 feet to the place of beginning,
excepting therefrom that portion thereof described as follows, viz:-

(Description continued on reverse side)

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 successors, heirs and assigns FOREVER

And the said Charles R. Smith Foundation, Inc.
 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 successors, heirs and assigns, that at the time of the enrolling 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 successors, 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 Charles R. Smith Foundation, Inc.,
 party of the first part, has caused these presents to be signed by Mowry Smith
 its President, and countersigned by Lenard C. Mackenzie, its Secretary,
 at Neenah, Wisconsin, and ~~in presence of two disinterested~~ this 1st
 day of April, A D, 1968, said
 charitable corporation having no Corporate
 SIGNED AND SEALED IN PRESENCE OF Seal. **CHARLES R. SMITH FOUNDATION, INC.**
 (No Corporate Seal) Corporate Name

John E. Dombeck
 John E. Dombeck
Dorothy C. Anderson
 Dorothy C. Anderson

Mowry Smith President
 COUNTERSIGNED: Mowry Smith
Lenard C. Mackenzie Secretary
 Lenard C. Mackenzie, Secretary

State of Wisconsin,

Winnebago County

SS

THIS INSTRUMENT WAS DRAFTED BY
Arthur P. Remley, Attorney
at Law, Neenah, Wisconsin

Personally came before me this 1st day of April A. D. 1968
Moury Smith President and Lenard C. Mackenzie, 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 of the deed of said Corporation, by its authority, and stated that said Corporation had no Corporate Seal.

Lucile E. Miller
Lucile E. Miller

Notary Public Winnebago County, Wis.
My commission expires A. D. 1971

My Commission expires October 4, 1970

(Description continued from reverse side)

Commencing at the most Westerly corner of Lot 4 in said E. D. Smith's Subdivision; thence Northeasterly along the Northwesterly line of said Subdivision 100 feet to the most Northerly corner of Lot 3 in said Subdivision; thence Southeasterly along the Northeasterly line of said Lot 3, 15 feet; thence North 56 degrees 10 minutes East 100 feet; thence North 9 degrees 40 minutes West 180 feet; thence South 80 degrees 20 minutes West 75.8 feet; thence South 46 degrees 24 minutes West 235.94 feet; thence South 43 degrees 36 minutes East 160 feet to the place of beginning, subject to Railroad right-of-way and also subject to permanent right of use of a private roadway to Ahnaip Street as granted by Deed to General Chemical Company recorded in Winnebago County, Wisconsin, Registry in Volume 446 on Page 321.

1968-464
No. 889665

Charles R. Smith Foundation,
Incorporated in Wisconsin Charitable
Corporation, to
The Mead Corporation,
an Ohio Corporation,
Premises

Warranty Deed

This instrument should be immediately placed
on record to avoid future trouble and litigation.

REGISTRAR'S OFFICE,
State of Wisconsin,

WINNEBAGO County

Received for Record this 1st day of

April A. D. 1968

at 4:40 o'clock P.M., and recorded in

Book 326 of Records on page 326

Birba August
Register of Deeds

Deputy

REMLEY, SENECA, REMMET, STEIN & CUMMINGS

ATTORNEYS AT LAW

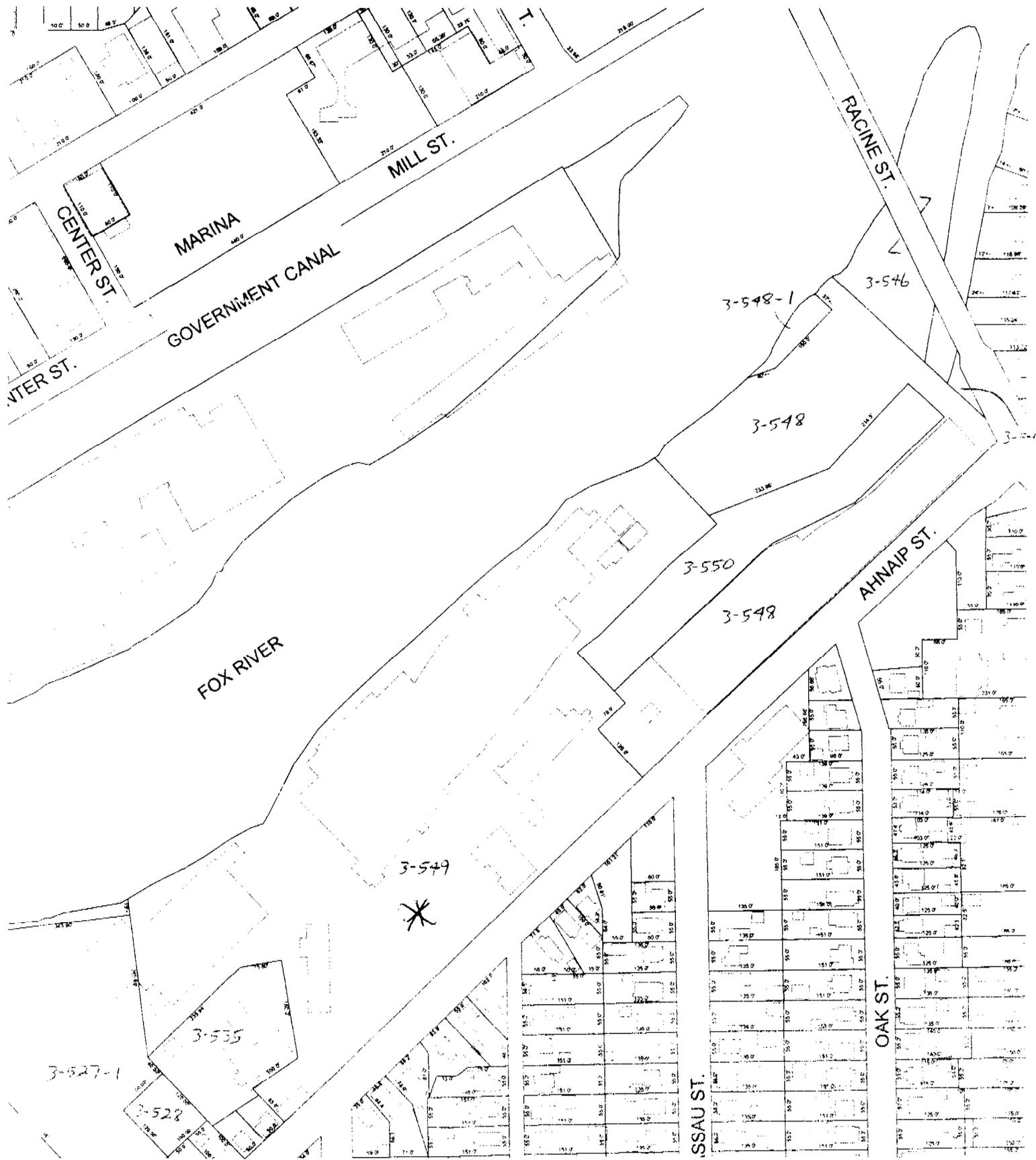
215 E. WISCONSIN AVENUE

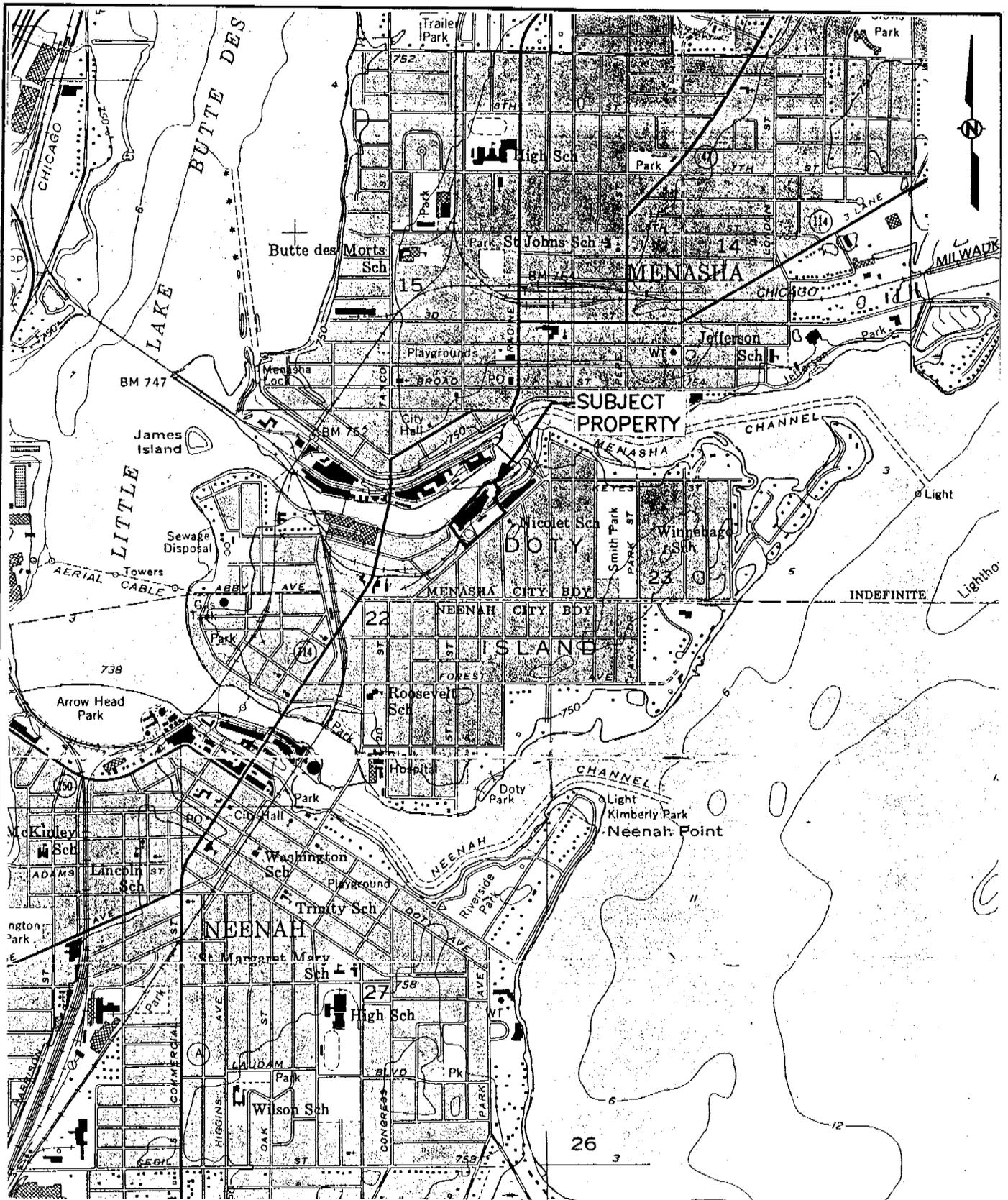
P. O. BOX 387

NEENAH, WISCONSIN 54956

CPM
3

City of Menasha Disclaimer: This map/digital data was created for the internal use of the City of Menasha. Any other use, recompilation, or application of this information, is the sole responsibility of the user and done so at their own risk. City of Menasha expressly disclaims all liability regarding fitness of the use of the information for other than internal City of Menasha business





MAP SOURCE: MODIFIED FROM NEENAH, WISCONSIN QUADRANGLE DATED 1955.

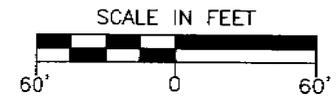
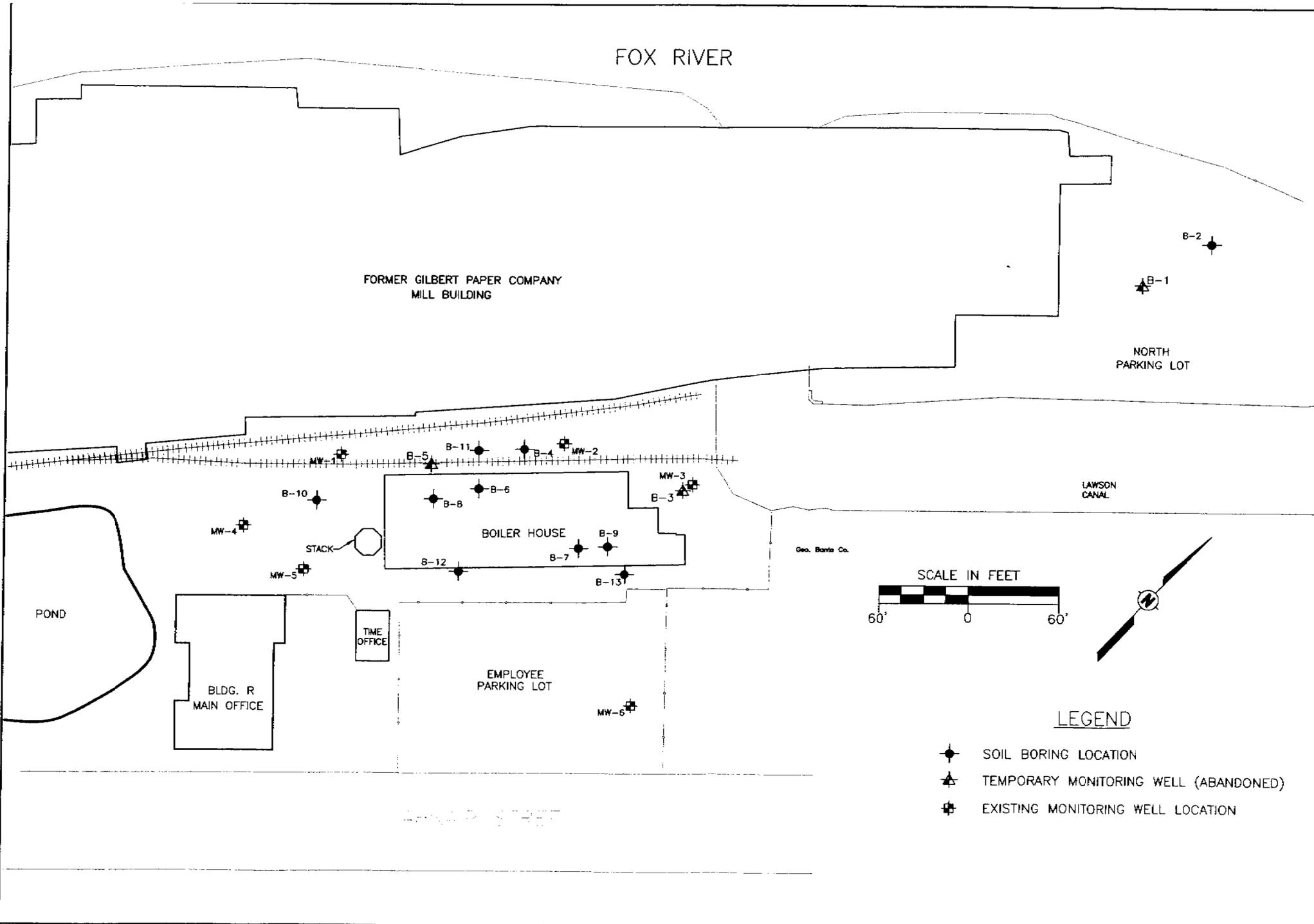


STS Consulting Engineers
1036 Kepler Dr.
Green Bay, WI 54311
920.468.1978

**SITE LOCATION MAP
GILBERT PAPER
430 AHNAIP STREET
MENASHA, WISCONSIN**

DESIGNED BY	JSC	8-28-02
DRAWN BY	ACS	8-28-02
APPROVED BY	JSC	8-28-02
CADFILE	SCALE	
427343EA001.dwg	1"=200'	
STS PROJECT NO.	FIGURE NO.	
27409XF	1	

X:\PROJECTS\DWG2002\27409XF\SURVEY 8-21.dwg, 11X17.02/19/2004 04:05:42 PM, mle2vza



LEGEND

- ◆ SOIL BORING LOCATION
- ▲ TEMPORARY MONITORING WELL (ABANDONED)
- ⊕ EXISTING MONITORING WELL LOCATION

DESIGNED BY	DATE
DRAWN BY CDH	DATE 8-26-02
APPROVED BY JEL	DATE 8-30-02
C:\PROJECTS\DWG2002\27409XF\SURVEY 8-21.dwg	
XREF	

MEADWESTVACO
 FORMER GILBERT PAPER FACILITY
 430 AHNAP STREET
 MENASHA, WISCONSIN
 SOIL BORING AND MONITORING WELL LOCATION DIAGRAM



STS Consultants Ltd.
 Consulting Engineers
 1035 Kepler Dr.
 Green Bay, WI 54311
 920.468.1978

STS PROJECT NO
 27409XF
 STS PROJECT FILE

SCALE
 1" = 60'
 FIGURE NO.

**Table 7/Site Investigation
Groundwater Analytical Results - VOC
MeadWestvaco Corporation
Former Gilbert Paper Property
Menasha, Wisconsin**

		MW-1	MW-2	MW-3	MW-4	MW-5	MW-6	NR 140 ES (mg/L)	NR 140 PAL (mg/L)
VOCs									
Benzene	(µg/l)	<0.43	<0.43	<0.43	<0.43	<0.43	<0.43	5	0.5
Bromobenzene	(µg/l)	<0.42	<0.42	<0.42	<0.42	<0.42	<0.42	--	--
Bromodichloromethane	(µg/l)	<0.55	<0.55	<0.55	<0.55	<0.55	<0.55	0.6	0.06
n-Butylbenzene	(µg/l)	<0.34	<0.34	<0.34	<0.34	<0.34	<0.34	--	--
sec-Butylbenzene	(µg/l)	<0.46	<0.46	<0.46	<0.46	<0.46	0.79 (j)	--	--
tert-Butylbenzene	(µg/l)	<0.42	<0.42	<0.42	<0.42	<0.42	<0.42	--	--
Carbon Tetrachloride	(µg/l)	<0.56	<0.56	<0.56	<0.56	<0.56	<0.56	5	0.5
Chlorobenzene	(µg/l)	<0.43	<0.43	<0.43	<0.43	<0.43	<0.43	--	--
Chloroethane	(µg/l)	<0.69	<0.69	<0.69	<0.69	<0.69	<0.69	400	80
Chloroform	(µg/l)	<0.56	<0.56	<0.56	<0.56	<0.56	<0.56	6	0.6
Chloromethane	(µg/l)	<0.69	<0.69	<0.69	<0.69	<0.69	<0.69	3	0.3
2-Chlorotoluene	(µg/l)	<0.38	<0.38	<0.38	<0.38	<0.38	<0.38	--	--
4-Chlorotoluene	(µg/l)	<0.32	<0.32	<0.32	<0.32	<0.32	<0.32	--	--
1,2-Dibromo-3-Chloropropane	(µg/l)	<0.17	<0.17	<0.17	<0.17	<0.17	<0.17	0.2	0.02
Dibromochloromethane	(µg/l)	<0.56	<0.56	<0.56	<0.56	<0.56	<0.56	60	6
1,2-Dichlorobenzene	(µg/l)	<0.31	<0.31	<0.31	<0.31	<0.31	<0.31	600	60
1,3-Dichlorobenzene	(µg/l)	<0.26	<0.26	<0.26	<0.26	<0.26	<0.26	1250	125
1,4-Dichlorobenzene	(µg/l)	<0.26	<0.26	<0.26	<0.26	<0.26	<0.26	75	15
Dichlorodifluoromethane	(µg/l)	<0.68	<0.68	<0.68	<0.68	<0.68	<0.68	1,000	200
1,2-Dichloroethane	(µg/l)	<0.54	<0.54	<0.54	<0.54	<0.54	<0.54	5	0.5
1,1-Dichloroethane	(µg/l)	<0.57	<0.57	<0.57	<0.57	<0.57	<0.57	850	85
1,1-Dichloroethene	(µg/l)	<0.57	<0.57	<0.57	<0.57	<0.57	<0.57	--	--
cis 1,2-Dichloroethene	(µg/l)	<0.53	<0.53	<0.53	<0.53	<0.53	<0.53	--	--
trans 1,2-Dichloroethene	(µg/l)	<0.59	<0.59	<0.59	<0.59	<0.59	<0.59	--	--
1,2-Dichloropropane	(µg/l)	<0.54	<0.54	<0.54	<0.54	<0.54	<0.54	0.2	0.02
2,2-Dichloropropane	(µg/l)	<0.19	<0.19	<0.19	<0.19	<0.19	<0.19	5	0.05
Di-isopropyl ether	(µg/l)	<0.51	<0.51	<0.51	<0.51	<0.51	<0.51	--	--
EDB (1,2-Dibromoethane)	(µg/l)	<0.48	<0.48	<0.48	<0.48	<0.48	<0.48	--	--
Ethylbenzene	(µg/l)	<0.49	<0.49	<0.49	<0.49	<0.49	<0.49	700	140
Hexachlorobutadiene	(µg/l)	<0.35	<0.35	<0.35	<0.35	<0.35	<0.35	--	--
Isopropylbenzene	(µg/l)	<0.46	<0.46	<0.46	<0.46	<0.46	<0.46	--	--
p-Isopropyltoluene	(µg/l)	<0.39	<0.39	<0.39	<0.39	<0.39	<0.39	--	--
Methylene Chloride	(µg/l)	<0.6	<0.6	<0.6	<0.6	<0.6	<0.6	5	0.5
Methyl tert-butyl ether	(µg/l)	<0.49	<0.49	<0.49	<0.49	<0.49	<0.49	60	12
Naphthalene	(µg/l)	<1.4	<1.4	<1.4	<1.4	<1.4	<1.4	40	8
n-Propylbenzene	(µg/l)	<0.34	<0.34	<0.34	<0.34	<0.34	<0.34	--	--
1,1,2,2-Tetrachloroethane	(µg/l)	<0.25	<0.25	<0.25	<0.25	<0.25	<0.25	0.2	0.02
1,3, DCP, Tetrachloroethene	(µg/l)	<0.36	<0.36	<0.36	<0.36	<0.36	<0.36	--	--
Tetrachloroethene	(µg/l)	<0.49	<0.49	<0.49	<0.49	<0.49	<0.49	--	--
Toluene	(µg/l)	<0.63	<0.63	<0.63	<0.63	<0.63	<0.63	1,000	200
1,2,3-Trichlorobenzene	(µg/l)	<0.65	<0.65	<0.65	<0.65	<0.65	<0.65	--	--
1,2,4-Trichlorobenzene	(µg/l)	<0.1	<0.1	<0.1	<0.1	<0.1	<0.1	70	14
1,1,1-Trichloroethane	(µg/l)	<0.57	<0.57	<0.57	<0.57	<0.57	<0.57	200	40
1,1,2-Trichloroethane	(µg/l)	<0.52	<0.52	<0.52	<0.52	<0.52	<0.52	5	0.5
Trichloroethene	(µg/l)	<0.73	<0.73	<0.73	<0.73	<0.73	<0.73	--	--
Trichlorofluoromethane	(µg/l)	<0.65	<0.65	<0.65	<0.65	<0.65	<0.65	--	--
Total Trimethylbenzene	(µg/l)	<1.14	<1.14	<1.14	<1.14	<1.14	<1.14	480	96
Vinyl Chloride	(µg/l)	<0.12	<0.12	<0.12	<0.12	<0.12	<0.12	0.2	0.02
Xylenes	(µg/l)	<1.45	<1.45	<1.45	<1.45	<1.45	<1.45	10,000	1,000

Notes:

µg/l = micrograms per liter

(j) = Analyte detected between the Limit of Detection and Limit of Quantitation.

NR 140 ES = NR 140 Enforcement Standard

NR 140 PAL = NR 140 Preventive Action Limit

Table 8/Site Investigation
Groundwater Analytical Results - PAH
MeadWestvaco Corporation
Former Gilbert Paper Property
Menasha, Wisconsin

Monitoring Well		MW-1		MW-2		MW-3		MW-4		MW-5		MW-6		NR 140 PAL	NR 140
Date		6/5/02	7/30/02	6/5/02	7/30/02	6/5/02	7/30/02	6/5/02	7/30/02	6/5/02	7/30/02	6/5/02	7/30/02	PAL	ES
Analyte	Units	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L
PAHs															
Acenaphthene		<0.053	<0.106	<0.053	<0.053	<0.053	<0.053	<0.053	<0.053	<0.053	<0.053	<0.053	<0.053	NE	NE
Acenaphthylene		<0.16	<0.32	<0.16	<0.16	<0.16	<0.16	<0.16	<0.16	<0.16	<0.16	<0.16	<0.16	NE	NE
Anthracene		<0.024	<0.048	<0.024	<0.024	0.15	<0.024	<0.024	<0.024	<0.024	<0.024	<0.024	<0.024	600	3000
Benzo(a)anthracene		<0.03	<0.06	0.34	<0.03	0.46	<0.03	<0.03	<0.03	<0.03	<0.03	<0.03	<0.03	NE	NE
Benzo(a)pyrene		<0.022	<0.044	0.79	<0.022	0.93	<0.022	<0.022	<0.022	<0.022	<0.022	<0.022	<0.022	0.02	0.2
Benzo(b)fluoranthene		<0.036	<0.072	0.26	<0.036	0.37	<0.036	<0.036	<0.036	<0.036	<0.036	<0.036	<0.036	0.02	0.2
Benzo(g,h,i)perylene		<0.087	<0.174	<0.087	<0.087	0.21(j)	<0.087	<0.087	<0.087	<0.087	<0.087	<0.087	<0.087	NE	NE
Benzo(k)fluoranthene		<0.067	<0.134	<0.067	<0.067	0.18(j)	<0.067	<0.067	<0.067	<0.067	<0.067	<0.067	<0.067	NE	NE
Chrysene		<0.022	<0.044	0.24	<0.022	0.41	<0.022	<0.022	<0.022	<0.022	<0.022	<0.022	<0.022	0.02	0.2
Dibenzo(a,h)anthracene		<0.036	<0.072	<0.036	<0.036	<0.036	<0.036	<0.036	<0.036	<0.036	<0.036	<0.036	<0.036	NE	NE
Fluoranthene		<0.053	<0.106	<0.053	<0.053	0.84	<0.053	<0.053	<0.053	<0.053	<0.053	<0.053	<0.053	80	400
Fluorene		<0.025	<0.050	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	80	400
Indeno(1,2,3-c,d)pyrene		<0.03	<0.06	<0.03	<0.03	0.3	<0.03	<0.03	<0.03	<0.03	<0.03	<0.03	<0.03	NE	NE
1-Methylnaphthalene		<0.095	<0.19	<0.095	<0.095	<0.095	<0.095	<0.095	<0.095	<0.095	<0.095	<0.095	<0.095	NE	NE
2-Methylnaphthalene		<0.096	<0.192	<0.096	<0.096	<0.096	<0.096	<0.096	<0.096	<0.096	<0.096	<0.096	<0.096	NE	NE
Naphthalene		<0.067	<0.134	<0.067	<0.067	0.23	<0.067	0.27	<0.067	<0.067	<0.067	<0.067	<0.067	8	40
Phenanthrene		<0.036	<0.072	<0.036	<0.036	0.24	<0.036	<0.036	<0.036	<0.036	<0.036	<0.036	<0.036	NE	NE
Pyrene		<0.13	<0.26	<0.13	<0.13	0.63	<0.13	<0.13	<0.13	<0.13	<0.13	<0.13	<0.13	50	250

Notes:

NA = Not Analyzed

µg/l = micrograms per liter

NR 140 ES = NR 140 Enforcement Standard

NR 140 PAL = NR 140 Preventive Action Limit

(j) = Compound Detected at a concentration below the laboratory LOQ.

5	Detected Compound
5	NR 140 Preventive Action Limit Exceedance
32	NR 140 Enforcement Standard Exceedance
	NE = Not Established

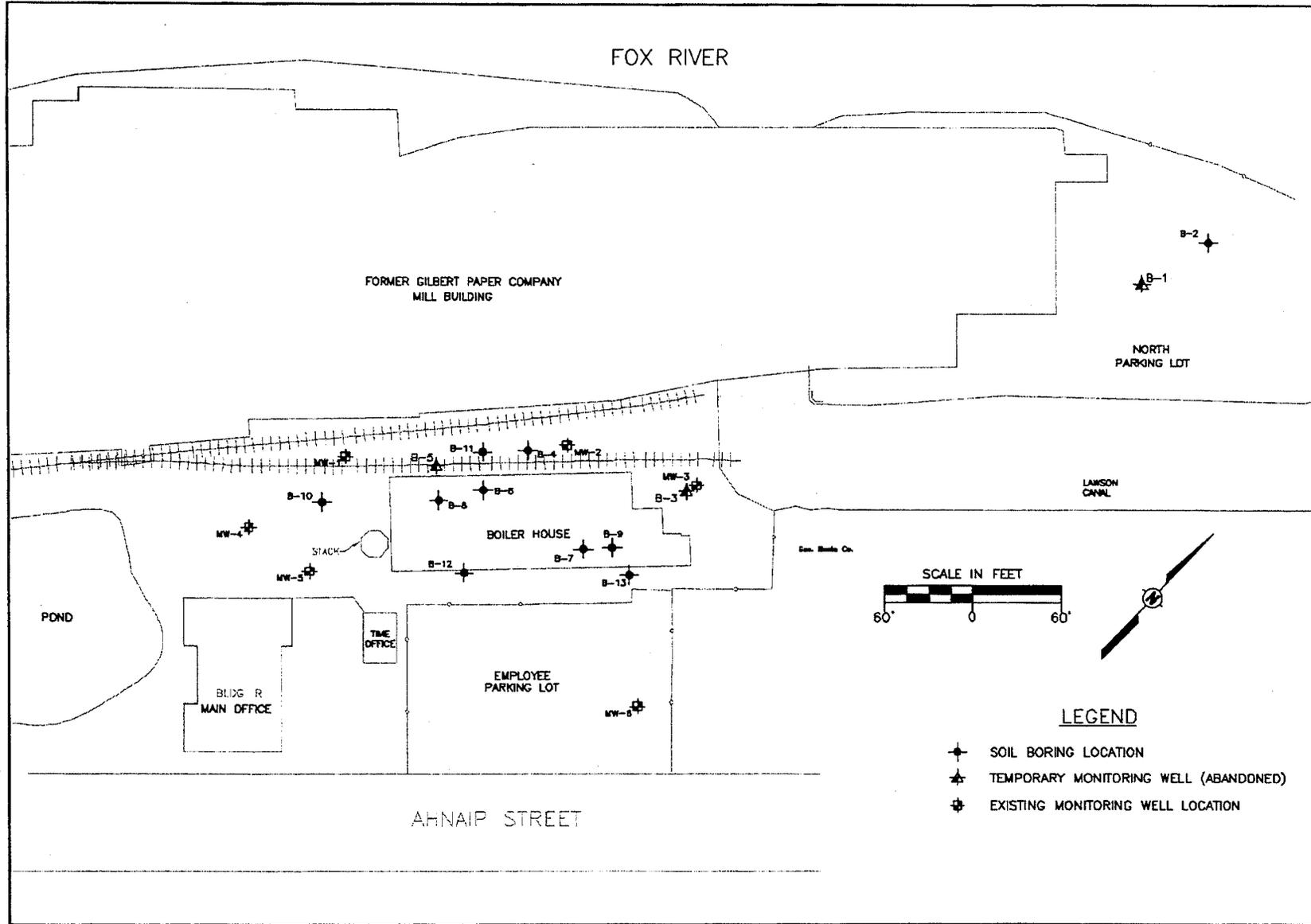
**Table 6/Site Investigation
Soil Analytical Results - PAH
MeadWestvac Corporation
Former Gilbert Paper Property
Menasha, Wisconsin**

PAHs	Sample Depth	Boring Number													1997 Interim PAH Suggested RCL Guidance Values				
		MW-1		MW-2		MW-3	MW-4		MW-5		MW-6		B-11		Groundwater Pathway	Pathway			
		1.0-2.0	2.0-4.0	1.0-2.0	2.0-4.0	1.0-3.0	1.0-2.0	2.0-4.0	0.0-2.0	2.0-4.0	2.0-4.0	4.0-6.0	1.0-2.0	2.0-4.0		Ingestion	Inhalation	Ingestion	Inhalation
Acenaphthene	(µg/kg)	<41	<41	<41	<41	48 (j)	390	150	44 (j)	48 (j)	<41	<41	<41	54 (J)	38,000	900,000	nd	60,000,000	nd
Acenaphthylene	(µg/kg)	<42	<42	<42	<42	87 (j)	<42	<42	58 (j)	<42	<42	<42	44 (j)	700	18,000	nd	390,000	360,000	nd
Anthracene	(µg/kg)	40 (j)	<34	140	51 (j)	140	610	360	220	84 (j)	<34	<34	190	3,000,000	5,000,000	nd	300,000,000	nd	
Benzo(a)anthracene	(µg/kg)	140 (j)	<54	330	210	510	1,600	500	1,000	1,200	180	<54	70 (j)	340	17,000	88	11,000	3,900	150,000
Benzo(a)pyrene	(µg/kg)	130 (j)	<59	380	190	540	1500	500	1300	1400	170 (j)	<59	<59	280	48,000	8.8	1,600	390	22,000
Benzo(b)fluoranthene	(µg/kg)	120 (j)	<42	35	200	480	1,600	600	1,500	1,900	230	<42	62 (j)	200	360,000	88	4,600	3,900	65,000
Benzo(g,h,i)perylene	(µg/kg)	84 (j)	<82	390	230 (j)	400	950	300	850	800	100 (j)	<82	<82	200 (j)	6,800,000	1,800	1,100,000	39,000	7,700,000
Benzo(k)fluoranthene	(µg/kg)	110 (j)	<79	320	200 (j)	480	1,400	500	1,200	1,100	170 (j)	<79	<79	290	870,000	880	380,000	39,000	5,300,000
Chrysene	(µg/kg)	170	<38	440	320	570	2,000	760	1,500	1,700	240	<38	110 (j)	490	37,000	8,800	270,000	390,000	3,800,000
Dibenzo(a,h)anthracene	(µg/kg)	<76	<76	110 (j)	120 (j)	170 (j)	400	120 (j)	350	360	<76	<76	<6	120 (j)	38,000	8.8	7,800	390	110,000
Fluoranthene	(µg/kg)	230	<42	400	240	1000	5800	2200	2,600	2,800	580	<42	100 (j)	450	500,000	600,000	nd	40,000,000	nd
Fluorene	(µg/kg)	<41	<41	<41	<41	44 (j)	310	130	62 (j)	57 (j)	<41	<41	<41	45 (j)	100,000	600,000	nd	40,000,000	nd
Indeno(1,2,3-cd)pyrene	(µg/kg)	<69	<69	280	130 (j)	300	850	270	780	790	88 (j)	<69	<69	120 (j)	680,000	88	54,000	3,900	750,000
1-Methylnaphthalene	(µg/kg)	180	<37	810	750	140	72 (j)	290	78 (j)	520	<37	<37	340	1,400	23,000	1,100,000	nd	70,000,000	nd
2-Methylnaphthalene	(µg/kg)	190 (j)	<72	800	780	140 (j)	80 (j)	310	86 (j)	530	<72	<72	370	1,500	20,000	600,000	nd	40,000,000	nd
Naphthalene	(µg/kg)	110 (j)	<40	380	440	82 (j)	62 (j)	180	50 (j)	310	<40	<40	210	730	400	60,000	20,000	4,000,000	110,000
Phenanthrene	(µg/kg)	250	<20	1,200	1,000	810	4,700	2,200	1,300	1,700	490	<20	360	1,500	1,800	18,000	160,000	390,000	1,100,000
Pyrene	(µg/kg)	260	<58	430	260	840	4,000	1,700	2,200	2,300	490	<58	110 (j)	500	8,700,000	500,000	nd	30,000,000	nd

Notes:
µg/kg = micrograms per kilogram
nd = Not Determined (insufficient data available)
NA = Not Analyzed
RCL = Residual Contaminant Level

50	Exceeds 1997 Interim PAH Suggested RCL Guidance Values for Non-Industrial Direct Contact RCL.
100	Exceeds 1997 Interim PAH Suggested RCL Guidance Values for Groundwater Pathway RCL.
946	Exceeds 1997 Interim PAH Suggested RCL Guidance Values for Industrial Direct Contact RCL.

(j) Analyte detected between the Limit of Detection and Limit of Quantitation.

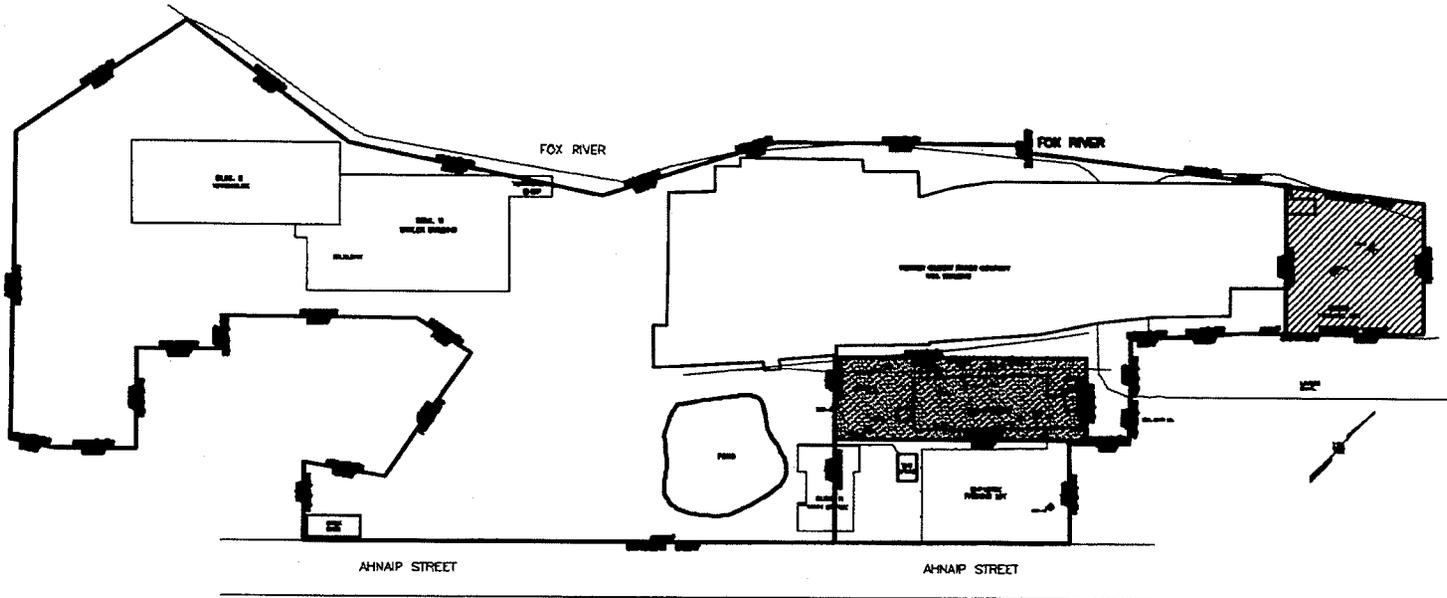


DESIGNED BY	DATE
DRAWN BY	DATE
CDH	B-28-02
APPROVED BY	DATE
JEL	B-30-02
CADFILE	X:\PROJECTS\02027409\FURVEY B-1.dwg
USER	JOE
MEADWESTVACO FORMER GILBERT PAPER FACILITY 430 AHNAIP STREET MENASHA, WISCONSIN	
SOIL BORING AND MONITORING WELL LOCATION DIAGRAM EXHIBIT B	
 SIS Consultants Ltd. Consulting Engineers 1638 Kuper Dr. Orono, WI 54971 920.462.7978	
SIS PROJECT NO.	
27409XF	
SIS PROJECT FILE	
SCALE	
1" = 50'	
FIGURE NO.	
B	

LEGEND

-  SOIL BORING LOCATION
-  TEMPORARY MONITORING WELL (ABANDDNEED)
-  EXISTING MONITORING WELL LOCATION

EXHIBIT D



DEED RESTRICTION DESCRIPTION

Commencing at the West end of the property line showing the North Right-Of-Way (R.O.W.) of Ahnaip Street; then going Eastward along the North R.O.W. of Ahnaip Street 603.87 feet; then going N43° 49' 23"W, 123.83 feet to the Point of Beginning; then going S43° 49' 23"W, 89.79 feet; then going N48° 17' 28"W, 323.28 feet; then going S43° 49' 23"W, 89.79 feet; then going S48° 17' 28"W, 323.68 feet to the Point of Beginning, containing 33,280 sq. ft. (0.8024 acres) more or less.

LEGEND

- + EXISTING SOIL BORING LOCATION
- EXISTING METEORICAL WELL LOCATION
- ▨ AREA OF DEED RESTRICTION
- ▩ DEED RESTRICTION AREA



NOTES

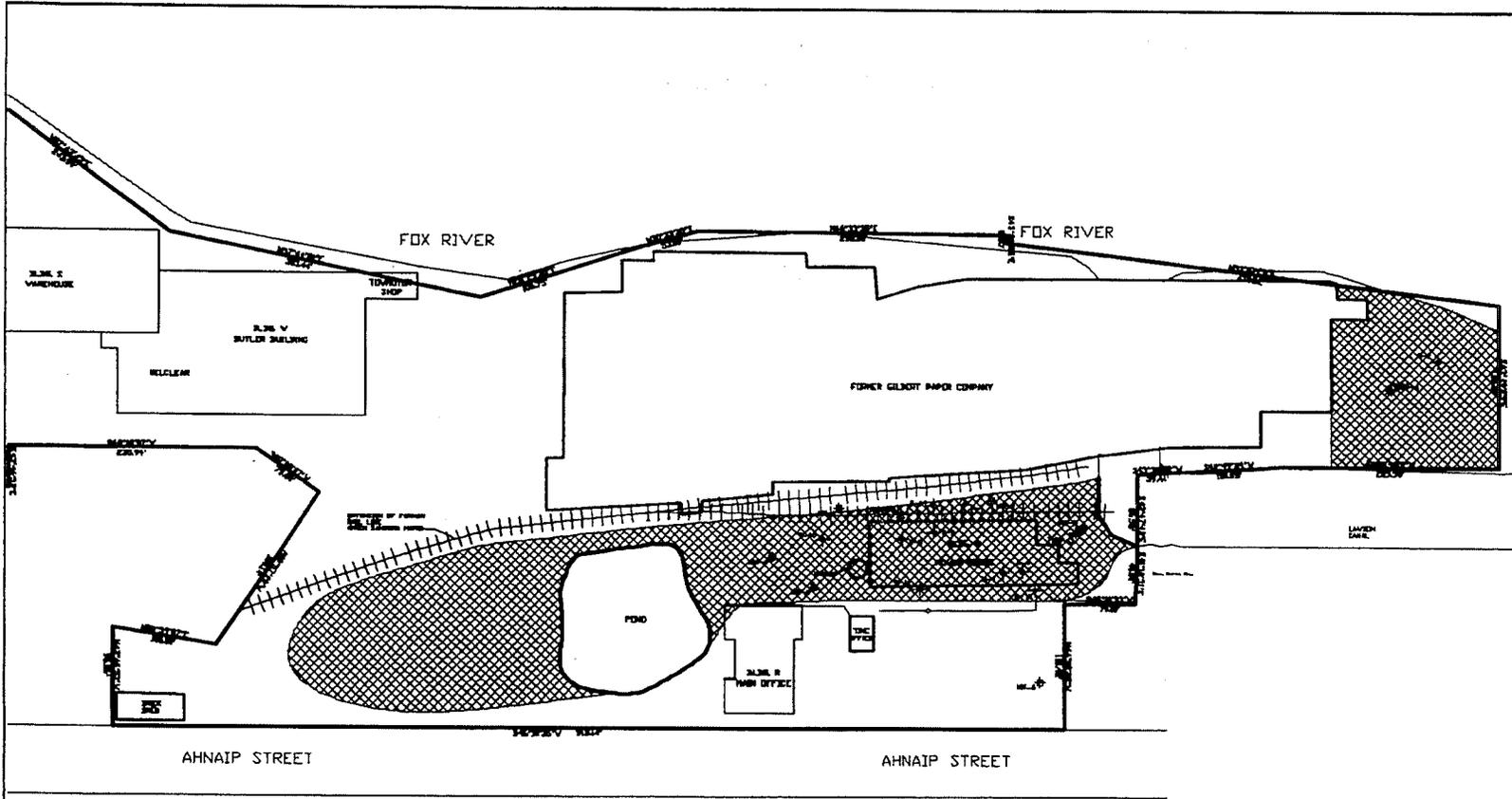
BUILDING SIZES AND LOCATIONS ARE APPROXIMATE.

EXTERIOR PROPERTY BOUNDARY BEARINGS AND DISTANCES ARE FROM THE PLAT OF SURVEY DONE BY MATTHEWSON & CHOLE, INC. DATED 11-18-94.

DEED RESTRICTION DESCRIPTION BEHAVIOR ARE BASED ON THE ABOVE REFERENCED PLAT OF SURVEY.

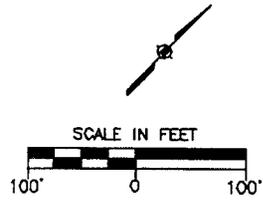
PROJECT NUMBER 27-0000F	
DATE PLOTTED 11-18-94	
DRAWN BY STC	
CHECKED BY STC	
DATE 11-18-94	
SCALE 1" = 60'	
PROJECT TITLE MEADOWS PAPER FACILITY	
PROJECT LOCATION MEADOWS, WISCONSIN	
DEED RESTRICTION AREA AND METEORICAL WELL LOCATION SHOWN	
DATE OF SURVEY 11-18-94	DATE OF PLOTTING 11-18-94
PROJECT NUMBER 27-0000F	DATE OF SURVEY 11-18-94
PROJECT TITLE MEADOWS PAPER FACILITY	DATE OF PLOTTING 11-18-94
PROJECT LOCATION MEADOWS, WISCONSIN	DATE OF SURVEY 11-18-94
DEED RESTRICTION AREA AND METEORICAL WELL LOCATION SHOWN	DATE OF PLOTTING 11-18-94

X:\PROJECTS\27-0000F\27-0000F\27-0000F.DWG, 3/26/2003 2:42:28 PM, 1/1/04



LEGEND

- ★ EXISTING TEMPORARY MONITORING WELL
- ◆ EXISTING SOIL BORING LOCATION
- ⊕ EXISTING MONITORING WELL LOCATION
- ▨ FILL AREA (POTENTIAL CINDERS)



		DESIGNED BY DRAWN BY APPROVED BY CHECKED BY		DATE DATE DATE DATE
MEADWESTVACO FORMER GILBERT PAPER FACILITY 430 AHNAIP STREET MENASHA, WISCONSIN		CDH JEL J. J. PRODUCTIONS (Engineering/Architectural Services)		8-28-02 8-30-02 11/17/04 11/17/04
STS CONSULTANTS LTD. Consulting Engineers 1038 Foster Dr. Green Bay, WI 54211 920.498.1878				
STS PROJECT NO. 27409XF STS PROJECT FILE				
SCALE 1" = 100' FIGURE NO. 3				

STATEMENT OF PROPERTY LEGAL DESCRIPTION

As required by s.NR726.05(3) of the Wisconsin Administrative Code, I am providing this signed statement that to the best of my knowledge the legal description for Parcel 1 and Parcel 2 above are complete and accurate for the Former Gilbert Paper Company property located at 430 Ahnaip Street, Menasha, Wisconsin.

X Leslie K. Harland
(Signature)

Date 2-20-2004

Leslie K. Harland
(Name)

Sr. Environmental Consultant
(Title)

MeadWestvaco Corporation
(Company)

Document Number

Deed Restriction

1299004

REGISTER'S OFFICE
WINNEBAGO COUNTY, WI
RECORDED ON

02/19/2004 01:50PM

SUSAN WINNINGHOFF
REGISTER OF DEEDS

RECORDING FEE 37.00
TRANSFER FEE
OF PAGES 14

In Re:

The property described in the attached Exhibit A, which is hereby made part of this Declaration of Restrictions.

Recording Area

Name and Return Address

Timothy J. Hackert, Esq.
Thompson Hine LLP
2000 Courthouse Plaza, NE
Dayton, OH 45402

See Ex

Declaration of Restrictions

STATE OF WISCONSIN)
)ss
COUNTY OF WINNEBAGO)

703-549

Parcel Identification Number

WHEREAS, MW Custom Papers, LLC, a Delaware limited liability company, successor by merger to The Mead Corporation, an Ohio corporation ("Mead"), successor by merger to the Gilbert Paper Company, is the owner of the above-described property.

WHEREAS, one or more Polycyclic Aromatic Hydrocarbon (PAH) and Volatile Organic Compound (VOC) discharges have occurred on this property. PAH-contaminated soil remains on this property in excess of the 1997 Interim Soil Cleanup Levels for PAHs Guidance Industrial Direct Contact RCLs or Wisconsin Administrative Code Chapter NR 720 Table 1 RCLs in the vicinity of the boiler house building on the following location(s) and dates: Soil Boring B-3 at (@) 4 to 6 feet (490 micrograms per kilogram (ug/kg) Benzo(a)pyrene), B-4 @ 2 to 6 feet (94 ug/kg Benzene), B-6 @ 1.6 to 2 feet (<5900 ug/kg Benzo(a)pyrene), B-10 @ 0.5 to 4 feet (1200 ug/kg Benzo(a)pyrene) on April 3, 2002; B-11 @ 1 to 2 feet (69 ug/kg Benzene) and @ 2 to 4 feet (34 ug/kg Benzene), Monitoring Well MW-2 (MW-2) @ 1 to 2 feet (26 ug/kg Benzene) and @ 2 to 4 feet (27 ug/kg Benzene), MW-3 @ 1 to 3 feet (540 ug/kg Benzo(a)pyrene), MW-4 @ 1 to 2 feet (1500 ug/kg Benzo(a)pyrene) and (400 ug/kg Dibenzo(a,h)anthracene) and @ 2 to 4 feet (500 ug/kg Benzo(a)pyrene), on May 30, 2002; and MW-5 @ 0 to 2 feet (1300 ug/kg Benzo(a)pyrene) and @ 2 to 4 feet (1400 ug/kg Benzo(a)pyrene) on May 31, 2002. Additional locations have PAH-contaminated soil in excess of the 1997 Interim Soil Cleanup Levels for PAHs Guidance Non-Industrial Direct Contact RCLs. The locations of the soil borings and monitoring wells are identified on the attached site map included as Exhibit B, which is hereby made part of this Declaration.

S-14

WHEREAS, one or more PAH discharges have also occurred on this property. PAH-contaminated soil remains on this property in the vicinity of the north parking lot below the 1997 Interim Soil Cleanup Levels for PAHs Guidance Industrial-Direct Contact RCLs on the following dates: Soil Boring B-2 @ 6 to 10 feet (multiple PAH compounds) on April 3, 2002.

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 soil remediation activities on the property at the present time.

WHEREAS, Mead submitted to the Wisconsin Department of Natural Resources (the "Department") a Case Summary and Close Out Form (WDNR BRRTS Case #02-71-305662/WDNR Site Name MeadWestvaco Corporation Former Gilbert Paper) (the "Department Close Out Form"), together with a Phase II Site Investigation Report dated September 23, 2002 by STS Consultants, Ltd., STS Project No. 4-27409XF (the "STS Report"; the Department Close Out Form and the STS Report, the "Site Closure Report"). In response to the submission of the Site Closure Report, the Department issued the Letter dated October 21, 2002, a copy of which is set forth in Exhibit C hereto (the "Department Closure Letter").

WHEREAS, pursuant to the Department Closure Letter, the owner of the property is to record a deed restriction for the contaminated soils remaining on the property. The Department has approved this Declaration as the deed restriction required by the Department Closure Letter.

NOW THEREFORE, MW Custom Papers, LLC, a Delaware limited liability company ("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:

The boiler house building and the surrounding concrete and asphalt surface that exist on the above-described property on the date this Declaration was signed, as shown in Exhibit D hereto, form a barrier that must be maintained in order to prevent direct contact with residual soil contamination that might otherwise pose a threat to human health. These structures are also required in order to minimize the infiltration of water and prevent additional groundwater contamination that might violate the groundwater quality standards in ch. NR 140, Wis. Adm. Code. The paved surfaces shall be maintained on the above-described property in the locations where soil exceedances are present described above, unless another barrier, with an infiltration rate of 10^{-7} cm/sec or less, is installed and maintained in their place. The existing structures and any replacement barrier with an infiltration rate of 10^{-7} cm/sec or less, shall be maintained on the above-described property in compliance with *the Cap Maintenance Plan for the former Gilbert Paper Property dated November 19, 2002*, included as Exhibit E, that was submitted to the Department by Mead, as required by s. NR 724.13(2), Wis. Adm. Code. (1999).

The following activities are prohibited on that portion of the property described above, as shown in Exhibit D hereto, where a cap (all impermeable barriers including: boiler house building, main office, time office, main mill building along the Fox river, paved area around the boiler building, and the employee parking lot near Ahnaip street) or cover has been placed, unless prior written approval has been obtained from the Department or its successor or assign: (1) Excavating or grading of the land surface; (2) Filling on the capped area; (3) Plowing for agricultural cultivation; and (4) Construction or installation of a building or other structure with a foundation that would sit on or be placed within the cap or cover.

The soil cover that exists on the northern portion of the above-described property (North Parking Lot) on the date this Declaration was signed, as shown in Exhibit D hereto, forms a barrier that must be maintained in order to prevent direct contact with residual soil contamination that might otherwise pose a threat to human health. The cover is also required to minimize the infiltration of water and prevent additional groundwater contamination that might violate the groundwater quality standards in ch. NR 140, Wis. Adm. Code. The 4-foot thick soil cap shall be maintained on the above-described property in the location of Soil Boring B-2 (North parking lot) in compliance with the *Cap Maintenance Plan for the former Gilbert Paper Property dated November 19, 2002*, included as Exhibit E, that was submitted to the Department by Mead, as required by s. NR 724.13(2), Wis. Adm. Code. (1999). Maintenance of the asphalt in the northern portion of the property is NOT a mandatory component of the cap in this area.

The following activities are prohibited on that portion of the property described above where the soil cover exists (North Parking Lot), as shown in Exhibit D hereto, unless prior written approval has been obtained from the Department or its successor or assign: (1) Removal of greater than 24 inches of cover from the current soil cover; (2) Filling on the covered area; (3) Plowing for agricultural cultivation; and (4) Construction or installation of a building or other structure with a foundation that would sit on or be placed within the cover.

Fill material is potentially present on portions of the property formerly occupied by the canal, which is shown in Figure No. 3 set forth in Exhibit F hereto which is from the STS Report. Future development of these areas may be subject to requirements of the Department for the development of historic fill sites.

If soil that remains on the property in the locations described above is excavated in the future, it must be stored, treated and disposed in compliance with applicable state and federal statutes and rules.

This Declaration 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. Upon the sale of the above described property, and the delivery to the Department of an assumption in recordable form by the purchaser of the property of the liabilities or obligations under this Declaration which accrue on and after

the date of purchase, the selling person shall be released from any further liability or obligation under this Declaration. This Declaration inures to the benefit of and is enforceable by the Department, 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 Department or its successor issue a determination that one or more of the restrictions set forth in this Declaration is no longer required. Upon the receipt of such a request, the Department 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 by the property owner or other interested party to give notice that this Declaration, or portions of this Declaration, are no longer binding.

Owner represents and warrants that this Declaration has been duly authorized, executed and delivered by Owner.

IN WITNESS WHEREOF, the owner of the property has executed this Declaration of Restrictions this 30th day of January, 2004.

MW CUSTOM PAPERS, LLC,
a Delaware limited liability company

By: Peter H. Vogel
Name: Peter H. Vogel, Jr.
Title: Vice President

Subscribed and sworn to before me
this 30th day of January, 2004.

Shirley L. Saurif
Notary Public, State of Ohio
My commission expires October 20, 2008

- Exhibit A — Legal Description of Parcel 4
- Exhibit B — Site Map and Soil Boring Locations
- Exhibit C — Department Closure Letter
- Exhibit D — Diagram of Barrier Areas
- Exhibit E — Cap Maintenance Plan
- Exhibit F — STS Figure No. 3

This document was drafted by the MW Custom Papers, LLC, with assistance from the Wisconsin Department of Natural Resources.
326557.2

PARCEL ONE

ALL OF LOTS 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 50 AND THAT PART OF "CANAL" ALL IN THE SUBDIVISION OF RESERVATION OF BLOCK "A", TOWN OF THE ISLAND, MENASHA, AND THAT PART OF BLOCK "B", IN THE PLAT OF THE TOWN OF THE ISLAND MARKED "RESERVED" AND THAT PART OF FRACTIONAL LOT 1, (ON THE ISLAND) OF SECTION 22, IN TOWNSHIP 20 NORTH, RANGE 17 EAST, ALL IN THE THIRD WARD, IN THE CITY OF MENASHA, DESCRIBED AS FOLLOWS, VIZ:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF BLOCK "A" (BEING ALSO THE WEST LINE OF SAID FRACTIONAL LOT 1) WITH THE NORTHWESTERLY LINE OF AHNAIP STREET; THENCE NORTH 0 DEGREES 32' WEST 285.2 FEET ALONG THE WEST LINE OF BLOCK "A"; THENCE SOUTH 89 DEGREES 1' WEST 82.7 FEET; THENCE NORTH 16 DEGREES 51' WEST 172.4 FEET TO THE SHORELINE OF THE FOX RIVER; THENCE NORTH 28 DEGREES 56' EAST 165.75 FEET ALONG THE EXISTING RETAINING WALL; THENCE NORTH 31 DEGREES 00' EAST 53.0 FEET ALONG THE ESTABLISHED SHORELINE OF THE FOX RIVER AS APPROVED BY THE PUBLIC SERVICE COMMISSION ON AUGUST 19, 1957; THENCE NORTH 47 DEGREES 00' EAST 298.0 FEET ALONG SAID ESTABLISHED SHORELINE; THENCE SOUTH 43 DEGREES 00' EAST 18.5 FEET ALONG SAID ESTABLISHING SHORELINE; THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY SHORELINE OF THE FOX RIVER TO THE NORTHEASTERLY LINE OF LOT 47 OF THE SUBDIVISION OF THE RESERVATION OF SAID BLOCK "A"; THENCE SOUTH 43 DEGREES 23' EAST TO THE EASTERLY CORNER OF SAID LOT 47; THENCE SOUTH 68 DEGREES 54' WEST 34.26 FEET ALONG THE SOUTHEASTERLY LINE OF SAID LOT 47; THENCE SOUTH 46 DEGREES 37' WEST 318.3 FEET ALONG THE SOUTHEASTERLY LINES OF SAID LOTS 47, 46, 45, 44, 43, 42 AND 41, TO THE SOUTHERLY CORNER OF LOTS 41; THENCE SOUTH 43 DEGREES 23' EAST 160 FEET TO THE EASTERLY CORNER OF SAID LOT 50; THENCE SOUTH 46 DEGREES 37' WEST 70 FEET ALONG THE SOUTHEASTERLY LINE OF SAID LOT 50 TO THE NORTHERLY CORNER OF SAID LOT 20; THENCE SOUTH 43 DEGREES 23' EAST 120 FEET ALONG THE NORTHEASTERLY LINE OF SAID LOT 20 TO THE EASTERLY CORNER OF SAID LOT 20, SAID CORNER BEING ON THE NORTHWESTERLY LINE OF AHNAIP STREET; THENCE SOUTH 46 DEGREES 37' WEST 771.3 FEET ALONG SAID LINE OF AHNAIP STREET TO THE POINT OF BEGINNING.

**FOR INFORMATION PURPOSES ONLY:
TAX KEY NO. 703-549**

PARCEL TWO

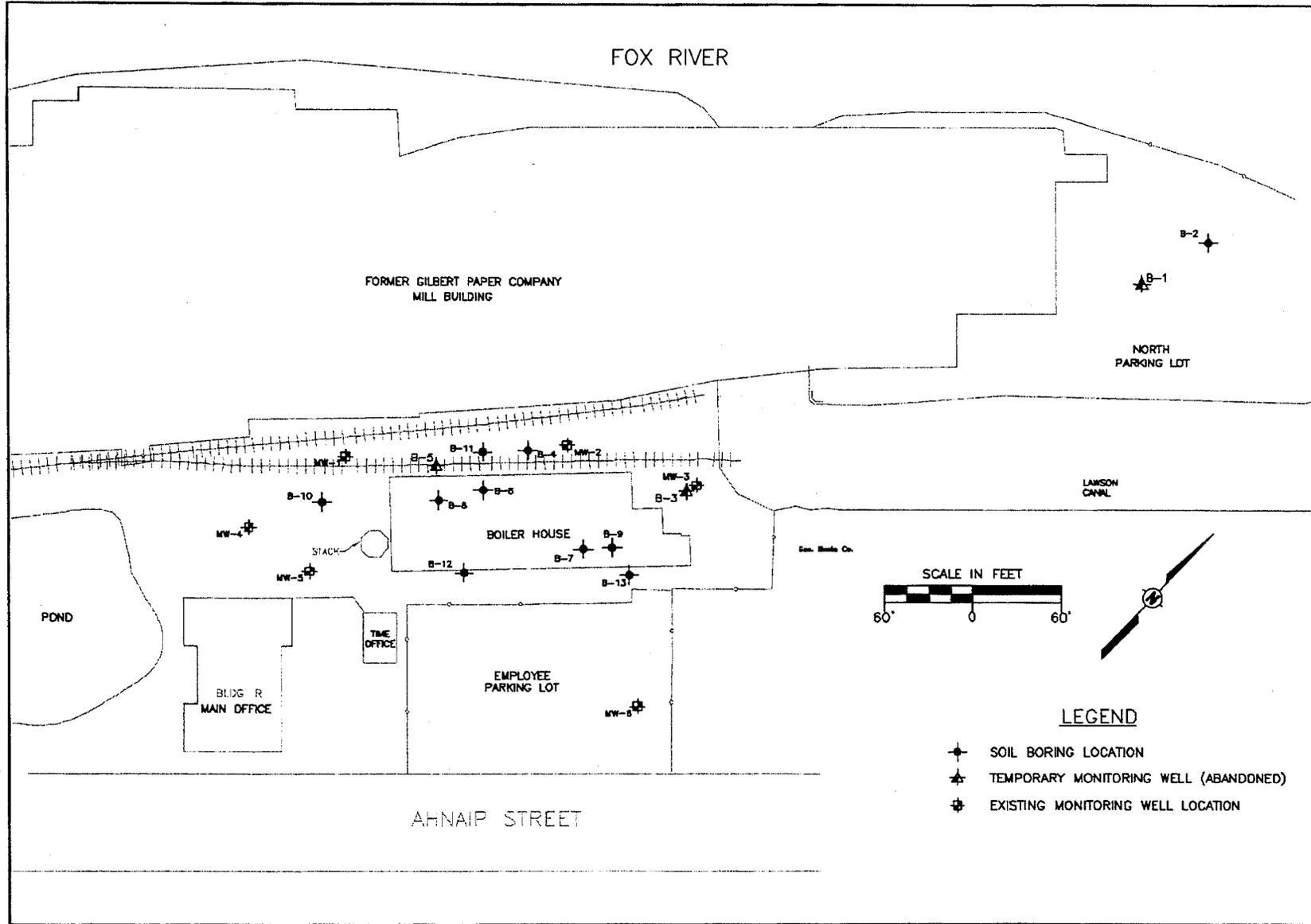
That part of Block "B" in the Plat of the TOWN OF THE ISLAND, marked "Reserved"; and that part of Lots 1 and 2 in E.D. SMITH'S SUBDIVISION of Part of Block B; all in the Third Ward, City of Menasha, Winnebago County, Wisconsin, described as follows, viz: -

Commencing at the intersection of the East Line of Fractional Lot 2 (on the Island) of Section 22-20-17 with the Northwesterly line of Ahnaip Street, the place of beginning; thence Southwesterly along the Northwesterly line of said Ahnaip Street, to the most Southerly corner of Lot 2 in said E.D. Smith's Subdivision; thence Northwesterly along the Southwesterly line of Lot 2 in said E.D. Smith's Subdivision to the most Westerly corner of Lot 2 in said E.D. Smith's Subdivision; thence Southwesterly along the Northwesterly line of said E.D. Smith's Subdivision to the most Westerly corner of Lot 4 in said E.D. Smith's Subdivision; thence North 43 degrees 36 minutes West 160 feet; thence North 8 degrees West 36.9 feet; thence North 46 degrees 24 minutes East 339.6 feet; thence North 17 degrees 5 minutes West to the Southerly Bank of the Fox River; thence Northeasterly along the Southerly Bank of the Fox River to a point that is 30 feet Easterly of, and measured at Right angles to, the last described line; thence South 17 degrees 5 minutes East to a point that is South 88 degrees 55 minutes West 82.7 feet of a point on the East line of said Fractional Lot 2 that is 282 feet North of the place of beginning; thence North 88 degrees 55 minutes East 82.7 feet on a point on the East line of said Fractional Lot 2 that is 282 feet North of the place of beginning; thence South along the East line of said Fractional Lot 2, 282 feet to the place of beginning, excepting therefrom that portion thereof described as follows: viz: -

Commencing at the most Westerly corner of Lot 4 in said E. D. Smith's Subdivision; thence Northeasterly along the Northwesterly line of said Subdivision 100 feet to the most Northerly corner of Lot 3 in said Subdivision; thence Southeasterly along the Northeasterly line of said Lot 3, 15 feet; thence North 56 degrees 10 minutes East 100 feet; thence North 9 degrees 40 minutes West 180 feet; thence South 80 degrees 20 minutes West 75.8 feet; thence South 46 degrees 24 minutes West 235.94 feet; thence South 43 degrees 36 minutes East 160 feet to the place of beginning, subject to Railroad right-of-way and also subject to permanent right of use of a private roadway to Ahnaip Street as granted by Deed to General Chemical Company recorded in Winnebago County, Wisconsin, Registry in Volume 446 on Page 321.

**FOR INFORMATION PURPOSES ONLY:
TAX KEY NO. 703-549**

328973.1



DESIGNED BY	DATE
DRAWN BY	DATE
CDH	B-28-02
APPROVED BY	DATE
JEL	B-30-02
CADFILE	X:\PROJECTS\02027409\FURVEY B-1.dwg
USER	JCE
MEADWESTVACO FORMER GILBERT PAPER FACILITY 430 AHNAIP STREET MENASHA, WISCONSIN	
SOIL BORING AND MONITORING WELL LOCATION DIAGRAM EXHIBIT B	
 SIS Consultants Ltd. Consulting Engineers 1638 Kuper Dr. Orono, WI 54971 920.466.7978	
SIS PROJECT NO. 27409XF	
SIS PROJECT FILE	
SCALE 1" = 50'	
FIGURE NO. B	

LEGEND

-  SOIL BORING LOCATION
-  TEMPORARY MONITORING WELL (ABANDDNEED)
-  EXISTING MONITORING WELL LOCATION


State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

Scott McCallum, Governor
 Darrell Bazzell, Secretary
 Ron Kazmierczak, Regional Director

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

October 21, 2002

Leslie Harland
 MeadWestvaco Corp.
 3475 Newmark Drive
 Miamisburg, OH. 45342

Subject: Closure for the Former Gilbert Paper Property, 430 Ahnaip Street, Menasha, WI.
BRRTS# 02-71-305662

Dear Ms. Harland:

On October 7, 2002, MeadWestvaco (MWV) requested closure of the case described above and was reviewed by the Department of Natural Resources. The Northeast Region (NER) Remediation and Redevelopment closure committee reviews environmental remediation cases for compliance with state rules and statutes to maintain consistency in the closure of these cases. After careful review of the closure request, the NER Closure committee has determined that the petroleum contamination on the site from the underground petroleum storage tanks appears to have been investigated and remediated to the extent practicable under site conditions. MWV's case meets the screening criteria of s. NR 746.07, Wis. Adm. Code, and the requirements of ch. NR 726, Wis. Adm. Code and will be closed if the following conditions are satisfied:

1. **Deed Restriction for Contaminated Soils Remaining on site.** - To close this site, the Department requires that a deed restriction be signed and recorded to address the issue of the remaining soil contamination (Benzo(a)pyrene, and Dibenzo(a,h)anthracene) associated with the site at locations B-10, MW-3, 4, and 5. The soils at these locations exceed the industrial direct contact guidance numbers. The purpose of the restriction is to maintain a surface barrier (cap) over the remaining soil contamination/waste material to prevent it from impacting human health and the environment, and/or require that the owner of the property investigate the degree and extent of residual contamination that is currently inaccessible, if structural impediments that currently exist on the property are removed.
 - As part of this deed restriction, a cap maintenance plan needs to be submitted to the Department. The current cap is a building (boiler house), smokestack, and asphalt driveway. The plan should state that the cap over the impacted soils will be inspected annually and all records of this inspection shall be kept with the property owner. The Department may request to see these inspection reports at any time.
 - MWV will need to submit a copy of the current property deed in order for the department to draft the deed. The Department will send MWV a copy of the final deed restriction. MWV should then sign it and have it recorded by the Winnebago County Register of Deeds. MWV must then submit a copy of the recorded document to the Department. Please be aware that if a deed restriction is recorded for the wrong property because of an inaccurate legal description that you have provided, MWV will be responsible for

recording corrected documents at the Register of Deeds Office to correct the problem.

- Submit all necessary information (tables, maps, etc.) for the GIS soil registry.

2. **Monitoring well abandonment** –The monitoring wells (MW's 1 through 6) at the site must be properly abandoned in compliance with ch. NR 141, Wis. Adm.. Documentation of well abandonment must be submitted to Jennie Pelczar on Form 3300-5B found at www.dnr.state.wi.us/org/water/dgw/gw/ or provided by the Department of Natural Resources.

In addition, please note that the restricted areas are also areas where fill material was brought in. If this area is ever to be built on, a historic fill exemption will need to be granted. The Remediation and Redevelopment program can grant these exemptions with the proper information, forms, and fee submitted to the program.

When the above conditions have been satisfied, please submit a letter to let me, and a final case closure letter will be sent. The site will be listed on the DNR Remediation and Redevelopment GIS Registry of Closed Remediation Sites. Information that was submitted with your closure request application will be included on the registry. To review the sites on the GIS Registry web page, visit <http://gomapout.dnr.state.wi.us/org/at/et/geo/gwur/index.htm>]

Please be aware that the case may be reopened pursuant to s. NR 726.09, Wis. Adm. Code, if additional information regarding site conditions indicates that contamination on or from the site poses a threat to public health, safety, or welfare or to the environment.

The Department appreciates MeadWestvaco's efforts to restore the environment at this site. If you have any questions regarding this letter, please contact me at 920-303-5447.

Sincerely,

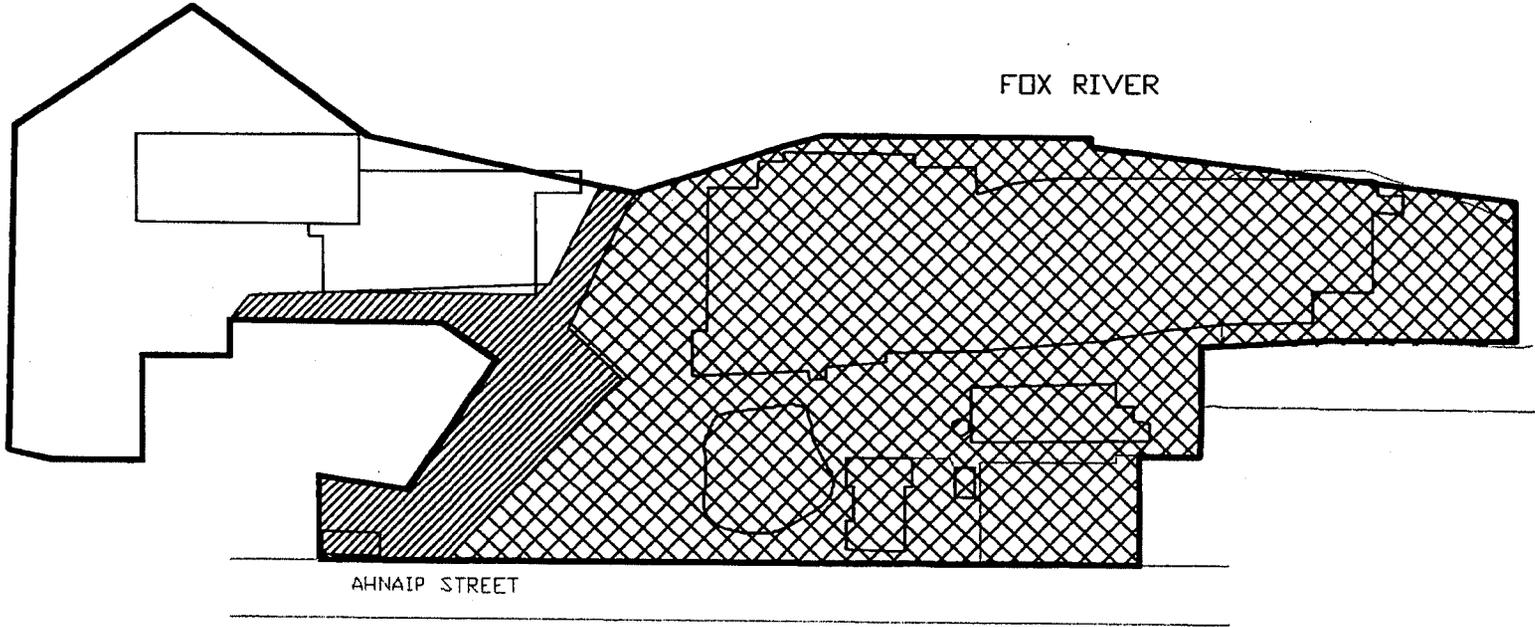
Jennie Pelczar
Remediation and Redevelopment Program

cc: NER Oshkosh File
John Link – STS – Green Bay



STS Consultants
1035 Kepler Drive
Green Bay, WI 54311
820-488-1978
www.stsconsultants.com
Copyright © 2004, by STS Consultants, LLC

**MEADWESTVACO
FORMER GILBERT PAPER FACILITY
430 AHNAIP STREET
MENASHA, WISCONSIN
DIAGRAM OF PARCEL ONE AND PARCEL TWO**



NOTES
BOUNDARIES AND PARCELS ARE APPROXIMATE.

EXTERIOR PROPERTY BOUNDARY BEARINGS AND DISTANCES ARE FROM THE PLAT OF SURVEY DONE BY MARTENSON & EISELE, INC. DATED 11-14-94.

-  PARCEL ONE
 -  PARCEL TWO
 -  BOUNDARY OF FORMER GILBERT PAPER FACILITY
- NOT TO SCALE

Drawn:	DJM	2/12/2004
Checked:	JEL	2/12/2004
Approved:		
PROJECT NUMBER	27409XF	
PLANT NUMBER	1	

Corporate Safety, Health & Environment
3475 Newmark Drive
Miamisburg, Ohio 45342
Ph# 937-495-9236
Fax# 937-495-9228

November 19, 2002

Ms. Jennie Pelczar
Hydrogeologist
Wisconsin Department of Natural Resources
Oshkosh Service Center
625 East County Road Y, Suite 700
Oshkosh, Wisconsin 54901-9731

Re: Cap Maintenance Plan for the former Gilbert Paper Property, 430 Ahnaip Street, Menasha,
Wisconsin – **WDNR BRRTS #02-71-305662**

Dear Ms. Pelczar:

As required as part of the conditional closure for the former Gilbert Paper Property, MeadWestvaco Corporation (MWV) has prepared this Cap Maintenance Plan (CMP) for inclusion in your file. In addition to the following plan, conditions for cap maintenance have been incorporated directly into the deed restriction we are planning to file as part of the conditions for closure. The language contained in both documents is similar.

As you are aware, two performance standards are proposed for the MWV former Gilbert Paper property site. The area of the boiler house is currently developed with the boiler house building along with a concrete and asphalt surface above the contaminants of concern. On the northern portion of the property, a soil cover has been identified as an engineering control to address residual contamination in soils. In addition to the soil cover, the northern portion of the property is covered at the surface by an asphalt parking area. Maintenance of the asphalt in the northern portion of the property is NOT a mandatory component of the cap in this area.

Cap Maintenance Plan

The following activities are prohibited (without the written consent of the WDNR):

- ◆ Excavating or grading of the land surface that will damage the concrete/asphalt cap above contaminated areas associated with the boiler house.
- ◆ Removal of greater than 24 inches of cover from the current soil cover in the northern portion of the property.
- ◆ Filling on either covered area.
- ◆ Construction or installation of a building or other structure with a foundation that would sit or be placed within either covered area.

If any of these activities are planned, written approval must be received from the WDNR prior to start of the proposed activity.

The existing cover in both areas will be inspected according to the following schedule:

- ◆ Annually in August

Written records of inspections will be maintained by the owner.

The inspections will consist of visual observations to confirm the following:

- ◆ Cracking or settling
- ◆ Ponding of water
- ◆ No filling has occurred

Deficiencies in the cover will be addressed within one month of discovery.

We appreciate the assistance we received from the Wisconsin Department of Natural Resources during the course of this project. If you have any questions regarding this CMP or the project in general, please contact me at 937-495-9242.

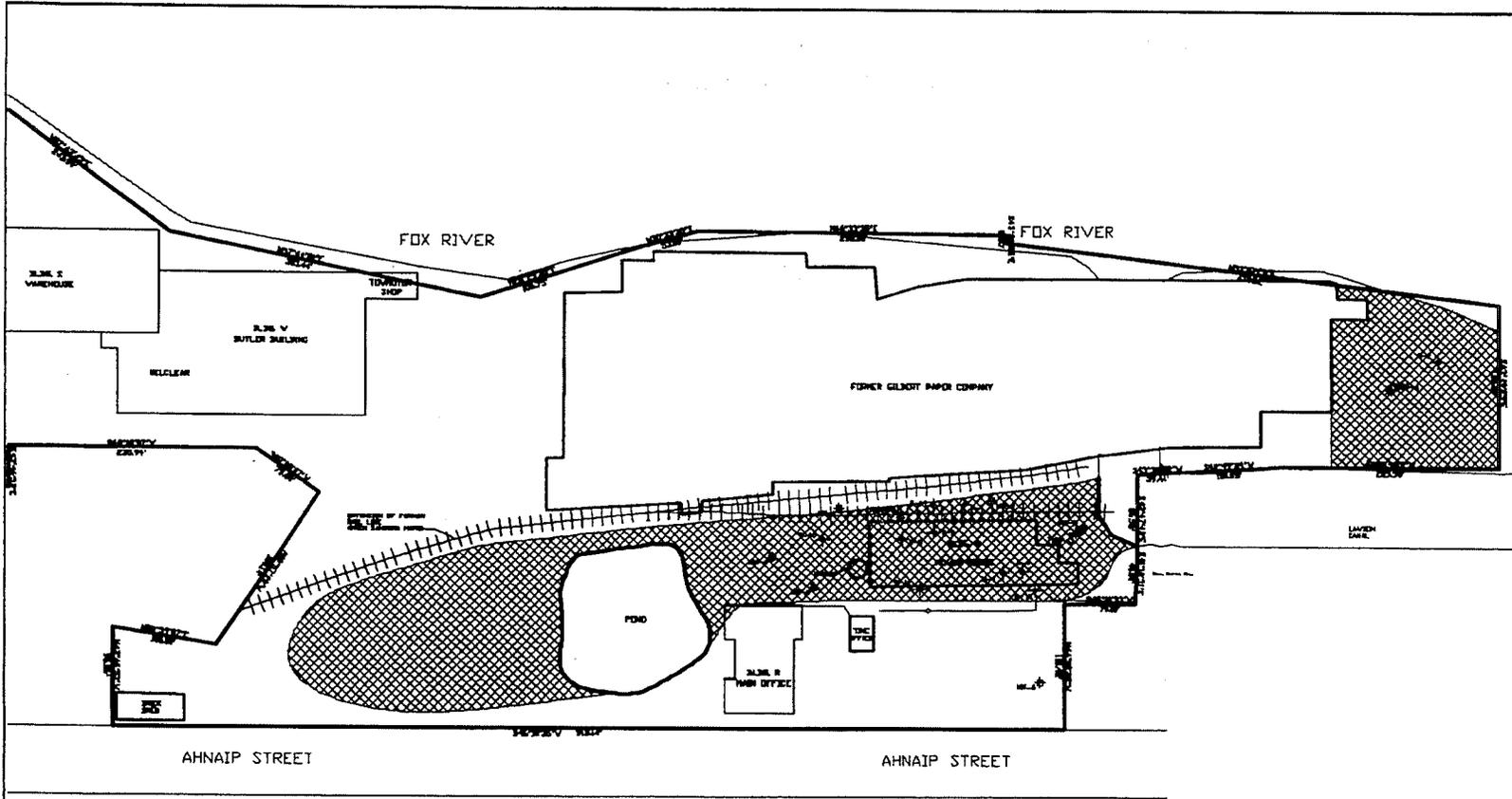
Sincerely,

MeadWestvaco Corporation

Leslie Harland
Senior Environmental Consultant
MeadWestvaco Safety, Health & Environment
Lkh2@Meadwestvaco.com

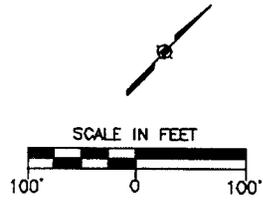
Cc: Mr. John Link, P.G.
Senior Project Geologist
STS Consultants Ltd.
1035 Kepler Drive
Green Bay, Wisconsin 54311

File E 43.49 S



LEGEND

- ★ EXISTING TEMPORARY MONITORING WELL
- ◆ EXISTING SOIL BORING LOCATION
- ⊕ EXISTING MONITORING WELL LOCATION
- ▨ FILL AREA (POTENTIAL CINDERS)



DESIGNED BY	DATE
DRAWN BY CDH	DATE 8-28-02
APPROVED BY JEL	DATE 8-30-02
CHECKED BY PROJECTS/Engineering/Checkers	DATE 11/17/04

**MEADWESTVACO
FORMER GILBERT PAPER FACILITY
430 AHNAIP STREET
MENASHA, WISCONSIN
FILL AREA AND POTENTIAL CINDERS LOCATION DIAGRAM**



STS Consultants Ltd.
Professional Engineers
1038 Foster Dr.
Owen Sound, ON N4Y 1H1
888-498-1878

STS PROJECT NO.
27409XF
STS PROJECT FILE

SCALE
1" = 100'
FIGURE NO.
3

April 29, 2004

R + R - OSH
RECEIVED

APR 30 2004

TRACKED
REVIEWED

VIA FEDERAL EXPRESS (AFTERNOON DELIVERY)

Ms. Jennifer Pelczar
Wisconsin Department of Natural Resources
625 E. County Road Y, Suite 700
Oshkosh, WI 54901

Re: Former Gilbert Paper Facility/Menasha, WI

Dear Ms. Pelczar:

Enclosed is the original recorded Assignment and Assumption Agreement/Declaration of Restrictions.

If you have any questions, please call or email me.

Sincerely yours,

Tim

Timothy J. Hackert

Enclosure

cc: Edmund J. Jelinski, Esq. (w/o enc.)
Ms. Elizabeth J. Milburn (w/o enc.)

Document Number

Assignment and Assumption Agreement/
Declaration of Restrictions

1 3 0 6 4 1 3

REGISTER'S OFFICE
WINNEBAGO COUNTY, WI
RECORDED ON

04/16/2004 03:43PM

SUSAN WINNINGHOFF
REGISTER OF DEEDS

RECORDING FEE 21.00
TRANSFER FEE
OF PAGES 6

Recording Area

Name and Return Address

Timothy J. Hackert, Esq.
Thompson Hine LLP
2000 Courthouse Plaza, NE
Dayton, OH 45402

**Assignment and Assumption
Agreement/Declaration of Restrictions**

STATE OF WISCONSIN)
)ss
COUNTY OF WINNEBAGO)

703-549

Parcel Identification Number

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT/DECLARATION OF RESTRICTIONS (this "Agreement") is made and entered into as of this 14th day of April, 2004, between MW CUSTOM PAPERS, LLC, a Delaware limited liability company, successor by conversion to MW Custom Papers, Inc., a Delaware corporation, successor by merger to The Mead Corporation, an Ohio corporation, successor by merger to the Gilbert Paper Company ("Assignor"), and PJC GROUP L.L.C., a Wisconsin limited liability company ("Assignee"), under the following circumstances:

A. Assignor executed and delivered, for the benefit of the Wisconsin Department of Natural Resources (the "Department"), that certain Declaration of Restrictions dated January 30, 2004 and recorded in the Office of the Register of Deeds for Winnebago County, Wisconsin on February 19, 2004 as Document No. 1299004 (the "Declaration"), which Declaration encumbers that certain real property located in Menasha, Winnebago County, Wisconsin and more particularly described on EXHIBIT A attached hereto (the "Property").

B. As of April 16, 2004, pursuant to that Agreement of Sale dated as of April 2, 2004 between Assignor and Assignee (the "Agreement of Sale"), Assignor has sold and conveyed to Assignee, and Assignee has purchased and accepted from Assignor, the Property.

LOT

C. Assignor desires to assign and transfer to Assignee, and Assignee desires to assume and accept, all of the terms and conditions of the Declaration, including, but not limited to, all of Assignor's obligations and liabilities thereunder.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. As of April 16, 2004, Assignor assigns, transfers, sets over, releases, and delivers to Assignee all of the rights and obligations of Assignor under the Declaration, including, but not limited to, all of Assignor's obligations and liabilities thereunder which accrue on or after April 16, 2004.

2. Assumption; Indemnification. As of April 16, 2004 Assignee assumes the obligation for the performance of any and all of the liabilities and obligations of Assignor under the Declaration which accrue during the period on or after April 16, 2004 and agrees to indemnify, defend, and hold harmless Assignor from and against any and all liabilities, losses, costs, and/or expenses under the Declaration (including, without limitation, attorneys' fees).

3. Release of Assignor from Liability under Declaration. As expressly contemplated by the Declaration, the assignment and assumption pursuant to this Agreement shall constitute an assumption in recordable form by Assignee, as purchaser of the Property, of all liabilities or obligations under the Declaration which accrue on or after the date of transfer of the Property by Assignor to Assignee. As such, upon delivery of this Agreement to the Department, Assignor, as seller of the Property, shall be released from any further liability or obligation under the Declaration.

4. No Warranty. THIS AGREEMENT IS MADE BY ASSIGNOR WITHOUT RECOURSE AND WITHOUT ANY REPRESENTATION OR WARRANTY (EXPRESS OR IMPLIED) WHATSOEVER.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

5. Miscellaneous. This Agreement shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective successors and assigns. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but together shall constitute one agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

ASSIGNOR:

MW CUSTOM PAPERS, LLC,
a Delaware limited liability company, successor
by conversion to MW Custom Papers, Inc., a
Delaware corporation, successor by merger to
The Mead Corporation, an Ohio corporation,
successor by merger to Gilbert Paper Company,
an Ohio corporation

By: 
Name: Peter H. Vogel, Jr.
Title: Vice President

ASSIGNEE:

PJC GROUP L.L.C.,
a Wisconsin limited liability company

By: 
Name: Edmund S. Schuster
Title: managing member

STATE OF OHIO)
) SS:
COUNTY OF MONTGOMERY)

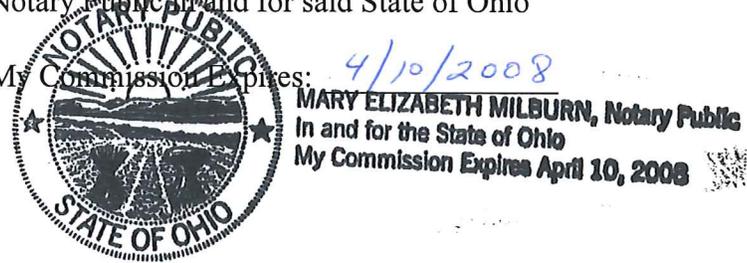
On this 14th day of April, 2004, before the undersigned, a Notary Public in and for said State of Ohio personally appeared Peter H. Vogel, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the Vice President of MW Custom Papers, LLC, a Delaware limited liability company, the legal entity that executed the within instrument, and acknowledged to me that he executed the within instrument on behalf of such legal entity, and further acknowledged to me that such legal entity executed the within instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



Notary Public in and for said State of Ohio

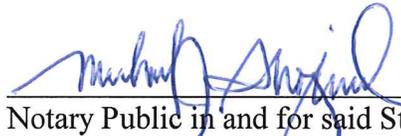
[SEAL]

My Commission Expires: 4/10/2008

MARY ELIZABETH MILBURN, Notary Public
In and for the State of Ohio
My Commission Expires April 10, 2008

STATE OF WISCONSIN)
) SS:
COUNTY OF WINNEBAGO)

On this 16th day of April, 2004, before the undersigned, a Notary Public in and for said State of Wisconsin personally appeared EDMUND J. JELINSKI, personally known to me or proved to me on the basis of satisfactory evidence to be the MANAGING MEMBER of PJC Group L.L.C., a Wisconsin limited liability company, the legal entity that executed the within instrument, and acknowledged to me that he/she executed the within instrument on behalf of such legal entity, and further acknowledged to me that such legal entity executed the within instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



Notary Public in and for said State of Wisconsin

[SEAL]

My Commission Expires: 1-21-07

EXHIBIT A -- Legal Description of the Property

EXHIBIT A

PARCEL ONE

ALL OF LOTS 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 50 AND THAT PART OF "CANAL" ALL IN THE SUBDIVISION OF RESERVATION OF BLOCK "A", TOWN OF THE ISLAND, MENASHA, AND THAT PART OF BLOCK "B", IN THE PLAT OF THE TOWN OF THE ISLAND MARKED "RESERVED" AND THAT PART OF FRACTIONAL LOT 1, (ON THE ISLAND) OF SECTION 22, IN TOWNSHIP 20 NORTH, RANGE 17 EAST, ALL IN THE THIRD WARD, IN THE CITY OF MENASHA, DESCRIBED AS FOLLOWS, VIZ:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF BLOCK "A" (BEING ALSO THE WEST LINE OF SAID FRACTIONAL LOT 1) WITH THE NORTHWESTERLY LINE OF AHNAIP STREET; THENCE NORTH 0 DEGREES 32' WEST 285.2 FEET ALONG THE WEST LINE OF BLOCK "A"; THENCE SOUTH 89 DEGREES 1' WEST 82.7 FEET; THENCE NORTH 16 DEGREES 51' WEST 172.4 FEET TO THE SHORE LINE OF THE FOX RIVER; THENCE NORTH 28 DEGREES 56' EAST 165.75 FEET ALONG THE EXISTING RETAINING WALL; THENCE NORTH 31 DEGREES 00' EAST 53.0 FEET ALONG THE ESTABLISHED SHORE LINE OF THE FOX RIVER AS APPROVED BY THE PUBLIC SERVICE COMMISSION ON AUGUST 19, 1957; THENCE NORTH 47 DEGREES 00' EAST 298.0 FEET ALONG SAID ESTABLISHED SHORELINE; THENCE SOUTH 43 DEGREES 00' EAST 18.5 FEET ALONG SAID ESTABLISHING SHORE LINE; THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY SHORE LINE OF THE FOX RIVER TO THE NORTHEASTERLY LINE OF LOT 47 OF THE SUBDIVISION OF THE RESERVATION OF SAID BLOCK "A"; THENCE SOUTH 43 DEGREES 23' EAST TO THE EASTERLY CORNER OF SAID LOT 47; THENCE SOUTH 68 DEGREES 54' WEST 34.26 FEET ALONG THE SOUTHEASTERLY LINE OF SAID LOT 47; THENCE SOUTH 46 DEGREES 37' WEST 318.3 FEET ALONG THE SOUTHEASTERLY LINES OF SAID LOTS 47, 46, 45, 44, 43, 42 AND 41, TO THE SOUTHERLY CORNER OF LOTS 41; THENCE SOUTH 43 DEGREES 23' EAST 160 FEET TO THE EASTERLY CORNER OF SAID LOT 50; THENCE SOUTH 46 DEGREES 37' WEST 70 FEET ALONG THE SOUTHEASTERLY LINE OF SAID LOT 50 TO THE NORTHERLY CORNER OF SAID LOT 20; THENCE SOUTH 43 DEGREES 23' EAST 120 FEET ALONG THE NORTHEASTERLY LINE OF SAID LOT 20 TO THE EASTERLY CORNER OF SAID LOT 20, SAID CORNER BEING ON THE NORTHWESTERLY LINE OF AHNAIP STREET; THENCE SOUTH 46 DEGREES 37' WEST 771.3 FEET ALONG SAID LINE OF AHNAIP STREET TO THE POINT OF BEGINNING.

**FOR INFORMATION PURPOSES ONLY:
TAX KEY NO. 703-549**

PARCEL TWO

THAT PART OF BLOCK "B" IN THE PLAT OF THE TOWN OF THE ISLAND, MARKED "RESERVED"; AND THAT PART OF LOTS 1 AND 2 IN E.D. SMITH'S SUBDIVISION OF PART OF BLOCK B; ALL IN THE THIRD WARD, CITY OF MENASHA, WINNEBAGO COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS, VIZ: -

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF FRACTIONAL LOT 2 (ON THE ISLAND) OF SECTION 22-20-17 WITH THE NORTHWESTERLY LINE OF AHNAIP STREET, THE PLACE OF BEGINNING; THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF SAID AHNAIP STREET, TO THE MOST SOUTHERLY CORNER OF LOT 2 IN SAID E.D. SMITH'S SUBDIVISION; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF LOT 2 IN SAID E.D. SMITH'S SUBDIVISION TO THE MOST WESTERLY CORNER OF LOT 2 IN SAID E.D. SMITH'S SUBDIVISION; THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF SAID E.D. SMITH'S SUBDIVISION TO THE MOST WESTERLY CORNER OF LOT 4 IN SAID E.D. SMITH'S SUBDIVISION; THENCE NORTH 43 DEGREES 36 MINUTES WEST 160 FEET; THENCE NORTH 8 DEGREES WEST 36.9 FEET; THENCE NORTH 46 DEGREES 24 MINUTES EAST 339.6 FEET; THENCE NORTH 17 DEGREES 5 MINUTES WEST TO THE SOUTHERLY BANK OF THE FOX RIVER; THENCE NORTHEASTERLY ALONG THE SOUTHERLY BANK OF THE FOX RIVER TO A POINT THAT IS 30 FEET EASTERLY OF, AND MEASURED AT RIGHT ANGLES TO, THE LAST DESCRIBED LINE; THENCE SOUTH 17 DEGREES 5 MINUTES EAST TO A POINT THAT IS SOUTH 88 DEGREES 55 MINUTES WEST 82.7 FEET OF A POINT ON THE EAST LINE OF SAID FRACTIONAL LOT 2 THAT IS 282 FEET NORTH OF THE PLACE OF BEGINNING; THENCE NORTH 88 DEGREES 55 MINUTES EAST 82.7 FEET ON A POINT ON THE EAST LINE OF SAID FRACTIONAL LOT 2 THAT IS 282 FEET NORTH OF THE PLACE OF BEGINNING; THENCE SOUTH ALONG THE EAST LINE OF SAID FRACTIONAL LOT 2, 282 FEET TO THE PLACE OF BEGINNING, EXCEPTING THEREFROM THAT PORTION THEREOF DESCRIBED AS FOLLOWS: VIZ: -

COMMENCING AT THE MOST WESTERLY CORNER OF LOT 4 IN SAID E. D. SMITH'S SUBDIVISION; THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF SAID SUBDIVISION 100 FEET TO THE MOST NORTHERLY CORNER OF LOT 3 IN SAID SUBDIVISION; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF SAID LOT 3, 15 FEET; THENCE NORTH 56 DEGREES 10 MINUTES EAST 100 FEET; THENCE NORTH 9 DEGREES 40 MINUTES WEST 180 FEET; THENCE SOUTH 80 DEGREES 20 MINUTES WEST 75.8 FEET; THENCE SOUTH 46 DEGREES 24 MINUTES WEST 235.94 FEET; THENCE SOUTH 43 DEGREES 36 MINUTES EAST 160 FEET TO THE PLACE OF BEGINNING, SUBJECT TO RAILROAD RIGHT-OF-WAY AND ALSO SUBJECT TO PERMANENT RIGHT OF USE OF A PRIVATE ROADWAY TO AHNAIP STREET AS GRANTED BY DEED TO GENERAL CHEMICAL COMPANY RECORDED IN WINNEBAGO COUNTY, WISCONSIN, REGISTRY IN VOLUME 446 ON PAGE 321.

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