

GIS REGISTRY INFORMATION

SITE NAME: Ondassagon School

BRRTS #: 03-04-000616

CLOSURE DATE: 7/3/02 Final 3/1/01 Conditional

STREET ADDRESS: Ondassagon Rd + Town Hall Rd.

CITY: Ashland

SOURCE PROPERTY GPS COORDINATES (meters in WTM91 projection): X= _____ Y= _____

OFF-SOURCE CONTAMINATION (>ES): Yes No

IF YES, STREET ADDRESS 1: _____

GPS COORDINATES (meters in WTM91 projection): X= _____ Y= _____

IF YES, STREET ADDRESS 2: _____

GPS COORDINATES (meters in WTM91 projection): X= _____ Y= _____

IF YES, STREET ADDRESS 3: _____

GPS COORDINATES (meters in WTM91 projection): X= _____ Y= _____

IF YES, STREET ADDRESS 4: _____

GPS COORDINATES (meters in WTM91 projection): X= _____ Y= _____

IF YES, STREET ADDRESS 5: _____

GPS COORDINATES (meters in WTM91 projection): X= _____ Y= _____

CONTAMINATION IN RIGHT OF WAY: Yes No

DOCUMENTS NEEDED:

Closure Letter, and any conditional closure letter issued

Copy of most recent deed, including legal description, for all affected properties

Certified survey map or relevant portion of the recorded plat map (if referenced in the legal description) for all affected properties

County Parcel ID number, if used for county, for all affected properties

Location Map which outlines all properties within contaminated site boundaries in sufficient detail to permit the parcels to be located easily (8.5x14" if paper copy)

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)

Tables of Latest Groundwater Analytical Results (no shading or cross-hatching)

Isoconcentration map(s), if available from site investigation (SI) (8.5x14" if paper copy). The isoconcentration map should have flow direction and extent of contamination defined. If not available, include the following 2 types of maps:

Latest groundwater flow/monitoring well location map

Latest extent of contaminant plume map

Geologic cross-sections, if available from SI. (8.5x14" if paper copy)

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N/A
on deed

RP certified statement that legal descriptions are complete and accurate

Copies of off-source notification letters (if applicable)

Letter informing ROW owner of residual contamination (if applicable)

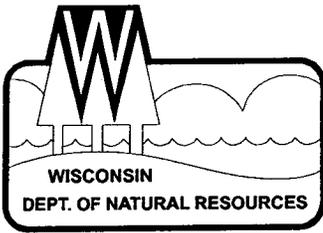
Copy of (soil or land use) deed restriction(s) or deed notice *if any required as a condition of closure.*

<input checked="" type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

N/A

N/A

N/A



State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

Scott McCallum, Governor
Darrell Bazzell, Secretary
William H. Smith, Regional Director

Northern Region Headquarters
107 Sutliff Ave.
Rhinelander, Wisconsin 54501-0818
Telephone 715-365-8900
FAX 715-365-8932
TDD 715-365-8957

July 24, 2002

Mrs. Grace Swanson
Rt 1, Box 91
Mason, WI 54856

SUBJECT: Final Case Closure By Closure Committee
Ondossagon School, Ondossagon Rd & Town Hall Rd, Ashland, WI
WDNR BRRTS #: 03-04-000616

Dear Mrs. Swanson:

On March 1, 2001, your site as described above was reviewed for closure by the Northern Region Closure Committee. This committee reviews environmental remediation cases for compliance with state laws and standards to maintain consistency in the closure of these cases. On March 6, 2001, you were notified that the Closure Committee had granted conditional closure to this case.

On July 24, 2002, the Department received correspondence indicating that you have complied with the conditions of closure, specifically, the fees and other materials for listing of the site on the GIS Registry. Based on the correspondence and data provided, it appears that your case has been remediated to Department standards in accordance with s. NR 726.05, 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>

If this is a PECFA site, section 101.143, Wis. Stats., requires that PECFA claimants seeking reimbursement of interest costs, for sites with petroleum contamination, submit a final reimbursement claim within 120 days after they receive a closure letter on their site. For claims not received by the PECFA Program within 120 days of the date of this letter, interest costs after 60 days of the date of this letter will not be eligible for PECFA reimbursement.

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 715-365-8990.



*Quality Natural Resources Management
Through Excellent Customer Service*



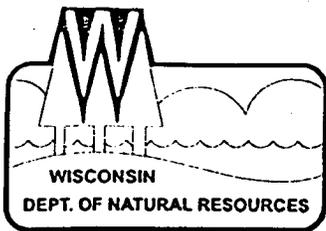
Sincerely,
NORTHERN REGION



Janet Kazda
Remediation and Redevelopment Program

cc: File

Keith Norlin
Three Bears Environmental
PO Box 443
Iron River, WI 54847



State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

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Northern Region Headquarters
107 Sutliff Ave.
Rhinelander, Wisconsin 54501-0818
Telephone 715-365-8900
FAX 715-365-8932
TDD 715-365-8957

March 6, 2001

Mrs. Grace Swanson
Rt 1, Box 91
Mason, WI 54856

Subject: Ondossagon School, Intersection of Ondossagon Rd & Town Hall Rd, Ashland, WI
BRRTS # 03-04-000616 PECFA #54806-0100-00

Dear Mrs. Swanson:

The Department of Natural Resources provided a notice to you that the degree and extent of gasoline contamination at the above-named site was required to be investigated and remediated. We have since been informed that the required investigation and remediation has been accomplished.

On March 1, 2001, the above-named site was reviewed by the Northern Region Closeout Committee for a determination as to whether or not the case qualified for close out under ch. NR 726, Wis. Adm. Code.

Based on the investigative and remedial documentation provided to the Department, it appears that the gasoline contamination at the above-named site has been remediated to the extent practicable under current site conditions, and that no further action is necessary at this time. Therefore, the Department will consider the case "closed," pursuant to NR 726.05(8)(am), if the responsible party sign and record a Groundwater Use Restriction for the property.

Please send a copy of the deed for your property to me at the above address within 30 days.

Enclosed is an example of a Groundwater Use Restriction. Please draft a specific Groundwater Use Restriction for this site and submit the draft to me. This document is available on the Department's website at www.dnr.state.wi.us. Department of Natural Resources attorneys will review the draft and return it to you with revisions. After you have made the revisions, you should sign and record the restriction with the County Register of Deeds. To document that this condition has been complied with, the responsible party must submit to the Department a copy of the recorded Groundwater Use Restriction, with the recording information stamped on it, within 15 days after the Register of Deeds returns the Groundwater Use Restriction to the responsible party. The Groundwater Use Restriction may be amended in the future with the approval of DNR if conditions change at the site and the residual contamination is remediated.

The groundwater use restriction is an option that the Department can offer to you in order to close this site. If you choose not to accept this option, you may perform additional investigation and cleanup of the remaining contamination. Note that this additional work may not be eligible for reimbursement through the Petroleum Environmental Cleanup Fund Award (PECFA) Program. You should contact the Department of Commerce to determine eligibility of the additional work for reimbursement.



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NOTICE OF REMAINING SOIL CONTAMINATION Residual soil contamination remains under the former tank basin, as indicated in the information submitted to the Department. If site conditions change in the future and this residual contaminated soil is excavated, the property owner at that time will be required to sample and analyze the excavated soil in order to determine whether the contamination still remains. Depending upon the results of that characterization, the owner may also have to properly store, treat, or dispose of any excavated materials, and/or take special precautions during excavation activities to prevent a direct contact threat to humans.

Please note that this case closure is contingent upon proper documentation of proper abandonment of the monitoring wells on site. If monitoring wells remain at this site, please provide the documentation that this action has been completed, or have your consultant do so. Please complete Form 3300-5B and send it to my attention at the above address.

If you have any additional information which was not formerly provided to the Department, and which you feel would significantly impact this closure decision, you may submit that information for our re-evaluation of case closure.

If you have any questions, please call me at 715-365-8990.

Sincerely,
NORTHERN REGION



Janet Kazda
Case Closeout Committee

→ cc: File
Lori Huntoon, Dept of Commerce
Steve Karklins, DG/2
Chuck Fitzgerald, Rhinelander
Ron Becker, Rhinelander
Chris Saari, Brule

Keith Norlin
Three Bears Environmental
PO Box 443
Iron River, WI 54847

438555

LAND CONTRACT

Individual and Corporate
(TO BE USED FOR ALL TRANSACTIONS WHERE OVER
\$25,000 IS FINANCED AND IN OTHER NON-CONSUMER
ACT TRANSACTIONS)

Document Number

VOL 722 OF ~~281~~ PAGE 281-
Otto Korpela 289

REGISTER OF DEEDS

'98 JAN 12 PM 3 27

REGISTER'S OFFICE/S.S.
BAYFIELD COUNTY, WIS.

Contract, by and between Grace Swanson, Surviving
Trustee of the Sigurd and Grace Swanson

Revocable Trust Dated 08/29/95 ("Vendor",

whether one or more) and David Hyde and Callae Hyde,
husband and wife, as survivorship marital

property ("Purchaser", whether one or more).

Vendor sells and agrees to convey to Purchaser, upon the prompt and full performance of
this contract by Purchaser, the following property, together with the rents, profits,
fixtures and other appurtenant interests (all called the "property"),

in Bayfield County, State of Wisconsin:

1099
done

Recording Area

Name and Return Address

SCLA

Pd 26.00 T+x 261.00 pd.

A parcel of land in the Southwest corner of
the Southwest Quarter of the Southwest
Quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$), Section Twenty-six (26),
Township Forty-eight (48) North, Range
Five (5) West, more particularly described

as follows: Commence at a point 270 feet
North of the Southwest corner of said
SW $\frac{1}{4}$ SW $\frac{1}{4}$, thence East 146 feet parallel with the East/West
section line, thence North 89 feet parallel with the North/South
section line, thence East 22 feet 10 inches, thence North 181
feet, thence West 168 feet 10 inches, thence South 270 feet to
the point of beginning.

002-1030-03

(Parcel Identification Number)

TRANSFER FEE \$ <u>266.00</u>	FEE EXEMPT # <u> </u>
----------------------------------	---------------------------------

This is not homestead property.

(~~is~~) or (is not)

Purchaser agrees to purchase the Property and to pay to Vendor at
the sum of \$ 87,000.00 in the following manner: (a) \$ 17,000.00
at the execution of this Contract; and (b) the balance of \$ 70,000.00
outstanding from time to time at the rate of Eight (8) per cent per annum until paid in full,
as follows:

Payments to be made to vendor on the 1st of every month for a
period of 120 months, pursuant to the amortization schedule attached
as Attachment C hereto. The down payment of \$17,000.00 is contingent
upon the sale of the purchaser's property in Bayfield, Wisconsin, and
will be paid to vendor upon close of that sale. The terms of the attached
amortization schedule, residential lease, and indemnification are
incorporated herein by reference. Monthly payments by the purchaser
may be reduced by \$500.00 per month in which vendor continues to reside
on the property.

Provided, however, the entire outstanding balance shall be paid in full on or before the 10th
June, 192007 (the maturity date).

Following any default in payment, interest shall accrue at the rate of 8% per annum on the entire amount in default (which
shall include, without limitation, delinquent interest and, upon acceleration or maturity, the entire principal balance).

Purchaser, unless excused by Vendor, agrees to pay monthly to Vendor amounts sufficient to pay reasonable anticipated annual taxes,
special assessments, fire and required insurance premiums then due. To the extent received by Vendor, Vendor agrees to apply payments to these
obligations when due. Such amounts received by the Vendor for payment of taxes, assessments and insurance will be deposited into an escrow
fund or trustee account, but shall not bear interest unless otherwise required by law.

Payments shall be applied first to interest on the unpaid balance at the rate specified and then to principal. Any amount may be prepaid
without premium or fee upon principal at any time after July 1, 1997 (OR) there may be no prepayment of principal without
permission of Vendor.

In the event of any prepayment, this contract shall not be treated as in default with respect to payment so long as the unpaid balance of
principal, and interest (and in such case accruing interest from month to month shall be treated as unpaid principal) is less than the amount that
said indebtedness would have had the monthly payments been made as first specified above; provided that monthly payments shall be
continued in the event of credit of any proceeds of insurance or condemnation, the condemned premises being thereafter excluded herefrom.

Purchaser states that Purchaser is satisfied with the title as shown by the title evidence submitted to Purchaser for examination except:
None.

Attached hereto and incorporated by reference is an environmental
indemnification clause.

V722P281

Purchaser agrees to pay the cost of future title evidence. If title evidence is in the form of an abstract, it shall be retained by Vendor
until the full purchase price is paid.

Purchaser shall be entitled to take possession of the property on execution of this contract.

*Cross Out One.

Purchaser promises to pay when due all taxes and assessments levied on the Property or upon Vendor's interest in it and to deliver to Vendor on demand receipts showing such payment.

Purchaser shall keep the improvements on the Property insured against loss or damage occasioned by fire, extended coverage perils and such other hazards as Vendor may require, without co-insurance, through insurers approved by Vendor, in the sum of \$ 87,000.00 but Vendor shall not require coverage in an amount more than the balance owed under this Contract. Purchaser shall pay the insurance premiums when due. The policies shall contain the standard clause in favor of the Vendor's interest and, unless Vendor otherwise agrees in writing, the original of all policies covering the Property shall be deposited with Vendor. Purchaser shall promptly give notice of loss to insurance companies and Vendor. Unless Purchaser and Vendor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided the Vendor deems the restoration or repair to be economically feasible.

Purchaser covenants not to commit waste nor allow waste to be committed on the Property, to keep the Property in good tenable condition and repair, to keep the Property free from liens superior to the lien of this Contract, and to comply with all laws, ordinances and regulations affecting the Property.

Vendor agrees that in case the purchase price with interest and other moneys shall be fully paid and all conditions shall be fully performed at the times and in the manner above specified, Vendor will on demand, execute and deliver to the Purchaser, a Warranty Deed, in fee simple, of the Property, free and clear of all liens and encumbrances, except any liens or encumbrances created by the act or default of Purchaser, and except: easements, restrictions and reservations of record.

Purchaser agrees that time is of the essence and (a) in the event of a default in the payment of any principal or interest which continues for a period of 60 days following the specified due date or (b) in the event of a default in performance of any other obligation of Purchaser which continues for a period of 60 days following written notice thereof by Vendor (delivered personally or mailed by certified mail), then the entire outstanding balance under this contract shall become immediately due and payable in full, at Vendor's option and without notice (which Purchaser hereby waives), and Vendor shall also have the following rights and remedies (subject to any limitations provided by law) in addition to those provided by law or in equity: (i) Vendor may, at his option, terminate this Contract and Purchaser's rights, title and interest in the Property and recover the Property back through strict foreclosure with any equity of redemption to be conditioned upon Purchaser's full payment of the entire outstanding balance, with interest thereon from the date of default at the rate in effect on such date and other amounts due hereunder (in which event all amounts previously paid by Purchaser shall be forfeited as liquidated damages for failure to fulfill this Contract and as rental for the Property if purchaser fails to redeem); or (ii) Vendor may sue for specific performance of this Contract to compel immediate and full payment of the entire outstanding balance, with interest thereon at the rate in effect on the date of default and other amounts due hereunder, in which event the Property shall be auctioned at judicial sale and Purchaser shall be liable for any deficiency; or (iii) Vendor may sue at law for the entire unpaid purchase price or any portion thereof; or (iv) Vendor may declare this Contract at an end and remove this Contract as a cloud on title in a quiet-title action if the equitable interest of Purchaser is insignificant; and (v) Vendor may have Purchaser ejected from possession of the Property and have a receiver appointed to collect any rents, issues or profits during the pendency of any action under (i), (ii) or (iv) above. Notwithstanding any oral or written statements or actions of Vendor, an election of any of the foregoing remedies shall only be binding upon Vendor if and when pursued in litigation and all costs and expenses including reasonable attorneys fees of Vendor incurred to enforce any remedy hereunder (whether abated or not) to the extent not prohibited by law and expenses of title evidence shall be added to principal and paid by Purchaser, as incurred, and shall be included in any judgment.

Upon the commencement or during the pendency of any action of foreclosure of this Contract, Purchaser consents to the appointment of a receiver of the Property, including homestead interest, to collect the rents, issues, and profits of the Property during the pendency of such action, and such rents, issues, and profits when so collected shall be held and applied as the court shall direct.

Purchaser shall not transfer, sell or convey any legal or equitable interest in the Property (by assignment of any of Purchaser's rights under this Contract or by option, long-term lease or in any other way) without the prior written consent of Vendor unless either the outstanding balance payable under this Contract is first paid in full or the interest conveyed is a pledge or assignment of Purchaser's interest under this Contract solely as security for an indebtedness of Purchaser. In the event of any such transfer, sale or conveyance without Vendor's written consent, the entire outstanding balance payable under this Contract shall become immediately due and payable in full, at Vendor's option without notice.

Vendor shall make all payments when due under any mortgage outstanding against the Property on the date of this Contract (except for any mortgage granted by Purchaser) or under any note secured thereby, provided Purchaser makes timely payment of the amounts then due under this Contract. Purchaser may make any such payments directly to the Mortgagee if Vendor fails to do so and all payments so made by Purchaser shall be considered payments made on this Contract.

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

All terms of this Contract shall be binding upon and inure to the benefits of the heirs, legal representatives, successors and assigns of Vendor and Purchaser. (If not an owner of the Property the spouse of Vendor for a valuable consideration joins herein to release homestead rights in the subject Property and agrees to join in the execution of the deed to be made in fulfillment hereof.)

Dated this 23rd day of December, 19 97.

Grace E. Swanson (SEAL) David Hyde (SEAL)
Grace Swanson, Trustee Callae Hyde (SEAL)
Callae Hyde

NO NOTARY SEAL

AUTHENTICATION

ACKNOWLEDGMENT

Signature(s)

STATE OF WISCONSIN

authenticated this day of 19

Bayfield County ss. 23rd
Personally came before me this day of December 1997 the above named Grace Swanson, David Hyde and Callae Hyde

TITLE: MEMBER STATE BAR OF WISCONSIN

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

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

THIS INSTRUMENT WAS DRAFTED BY

John P. Anderson
Notary Public Bayfield County, Wis.
My Commission is permanent. (If not, state expiration date: 19)

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

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

2877 III NW
(WASHBURN) R

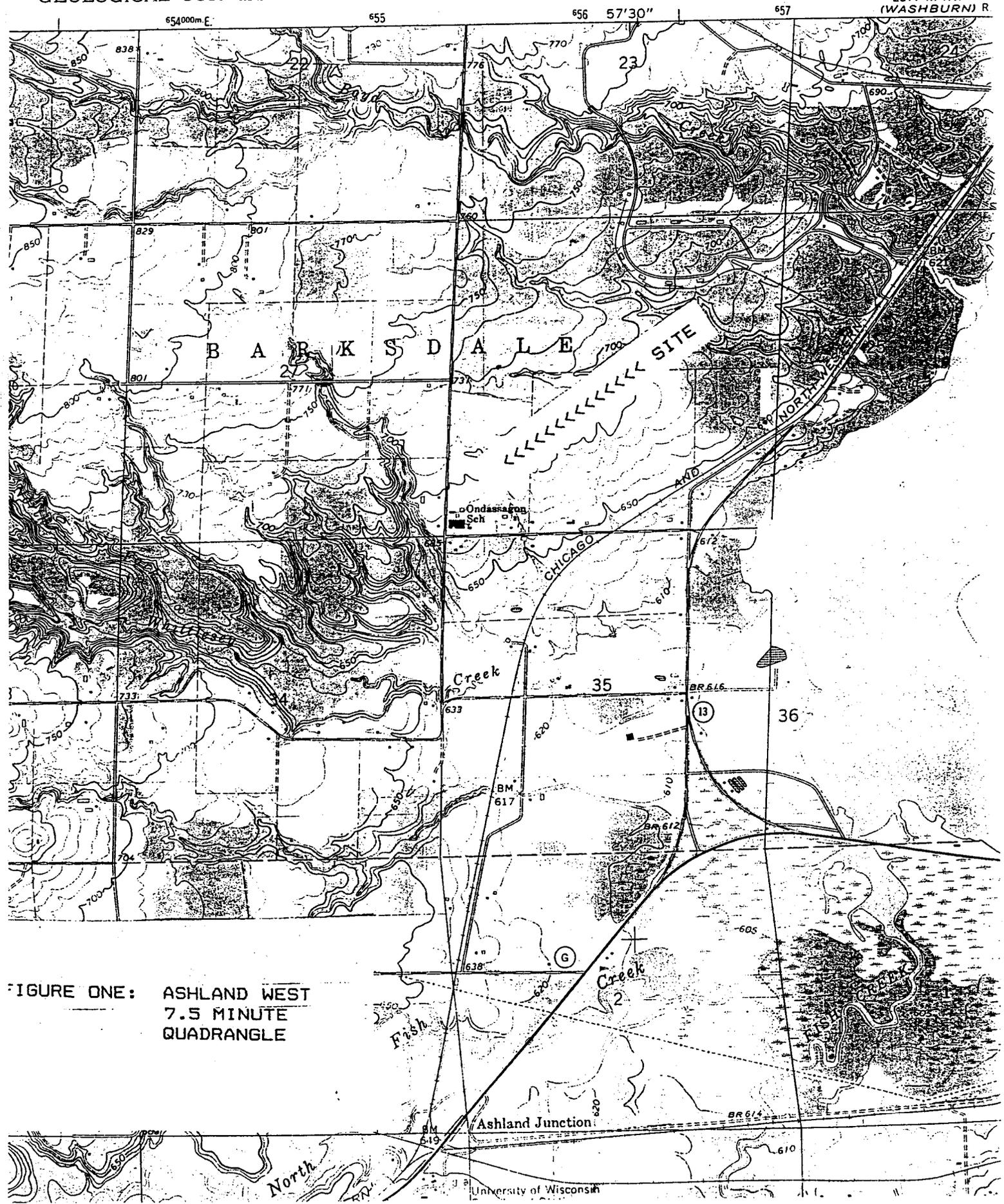
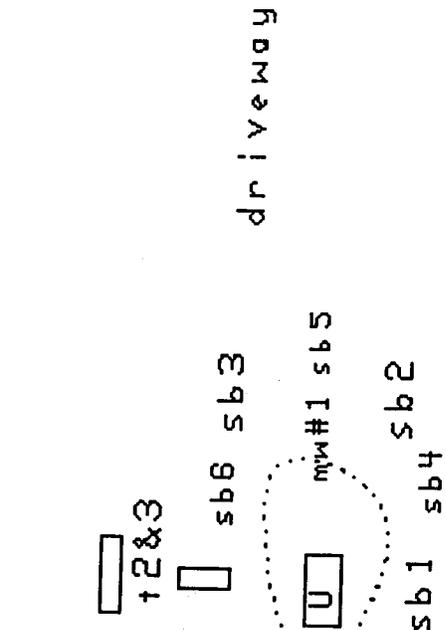


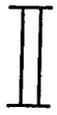
FIGURE ONE: ASHLAND WEST
7.5 MINUTE
QUADRANGLE

North



regional
groundwater
flow direction

0 10ft



Scale

Legend:

- post UST sampling excavation
- sb#1 soil bore
- mw#1 monitoring well
- mw water well
- t1&2 sample trenches
- U former UST
- Source control excavation
- mw#1 monitoring well
- tmw#2 temp monitoring well

3 Bears Environmental Services
 Site Map
 Ondossagon School
 Barksdale, Wisconsin
 Figure 2

Table 3

ONDOSAGON SCHOOL
Barksdale, Wisconsin

Groundwater-Sampling Analytical Results

Location	Date	Sample No.	Benzene ug/L	Toluene ug/L	Ethyl-benzene ug/L	Xylenes ug/L	1,2,4-Tri-methyl-benzene ug/L	1,3,5-Tri-methyl-benzene ug/L	MTBE ug/L	GRO ug/L
MW#1	11/2/92	164	230	270	98	356	110	N.D.	N.D.	---
MW#1	5/13/97	1162	3,200	1,500	390	1,200	270	130	N.D.	16,000
MW#1	2/20/98	1143	4,100	1,200	36	1,560	380	170	N.D.	16,000
MW#1	10/23/98	1398	4,300	2,500	910	1,530	440	160	N.D.	---
MW#1	7/14/99	1533	3,600	1,800	280	1,570	370	160	16	17,000
MW#1	11/6/00	1818	3,900	900	160	1,430	380	150	22Q	12,000
TMW#2 (gp#2)	9/8/97	1260	N.D.	N.D.	N.D.	N.D.	N.D.	N.D.	N.D.	N.D.
TMW#3	9/4/97	1253	N.D.	N.D.	N.D.	N.D.	N.D.	N.D.	N.D.	N.D.
Drinking Water	9/22/92	127	N.D.	N.D.	N.D.	N.D.	---	---	---	---
Enforcement Standard			5 ug/L	343 ug/L	700 ug/L	620 ug/L	NA	NA	60 ug/L	NA
WDNR PAL			0.5 ug/L	68.6 ug/L	140 ug/L	124 ug/L	NA	NA	12 ug/L	NA

MTBE: methyl tertiary butyl ether

GRO: gasoline range organics

ug/L: micrograms per liter

---: not analyzed for this parameter

NA: not applicable

N.D.: not detected at or above laboratory method detection limit

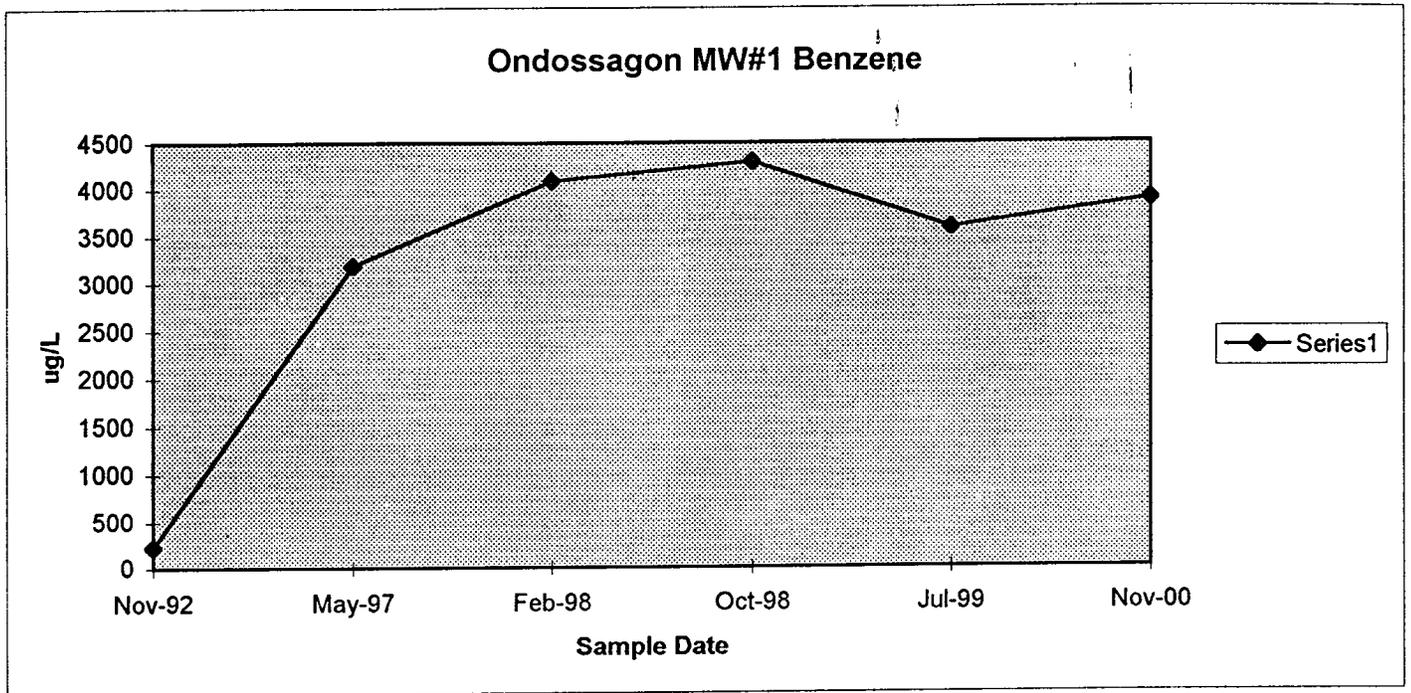
Q: The parameter has been detected between the limit of detection (LOD) and the limit of quantitation (LOQ).

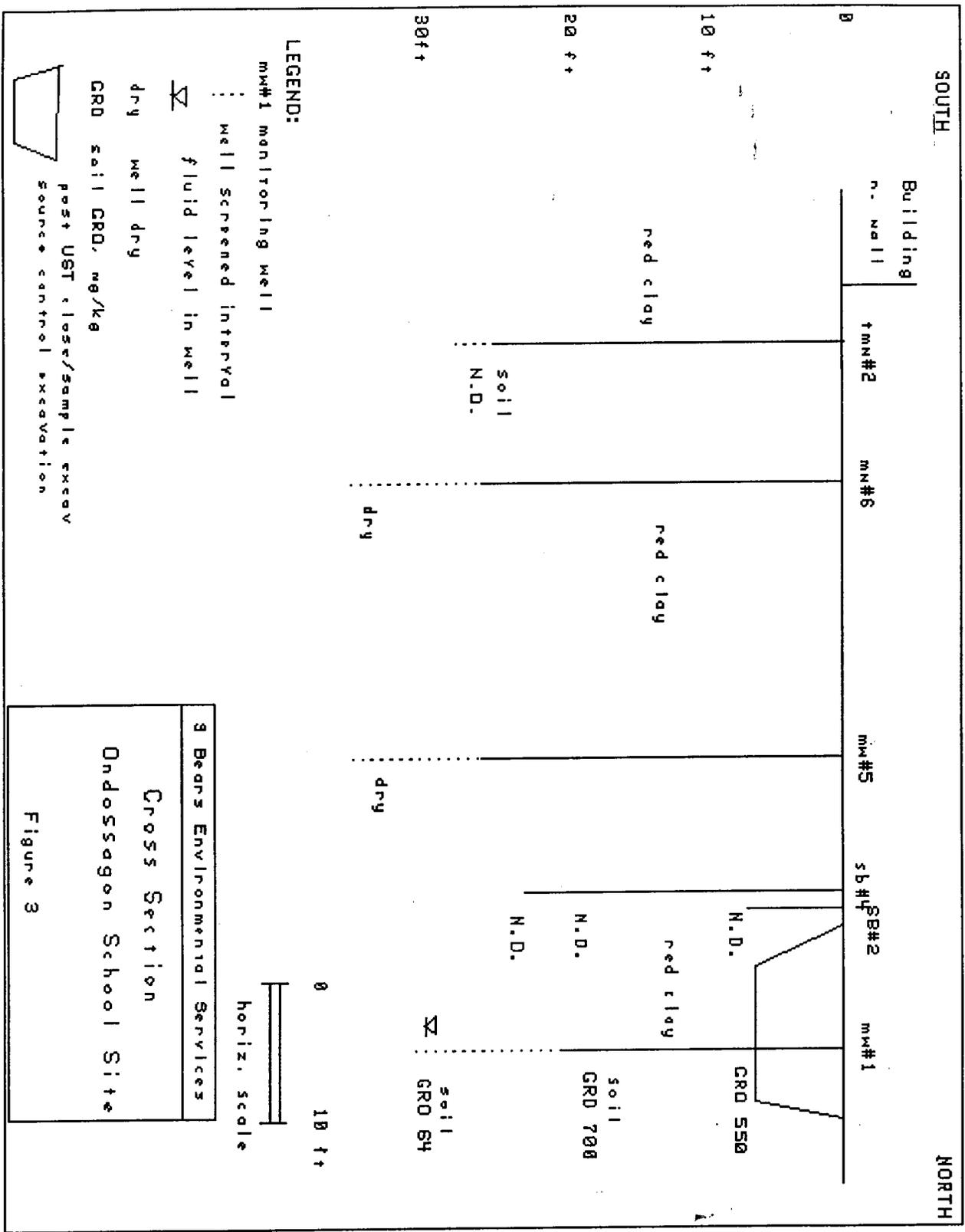
ES: Enforcement Standard

PAL: Preventive Action Limit

Bold type indicates that the value is above WDNR ES.

Graph 1





The following legal description is the correct description for the property formerly known as the Ondossagon School at the intersection of Ondossagon Rd and Town Hall Rd in Ashland, Wisconsin:

A parcel of land in the Southwest corner of the Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$), Section twenty-six (26), Township Forty-eight (48) North, Range Five (5) West, more particularly described as follows: Commence at a point 270 feet North of the Southwest corner of said Southwest Quarter of the Southwest Quarter; thence East 146 feet parallel with the East/West section line; thence North 89 feet parallel with the North/South section line; thence East 22 feet 10 inches; thence North 181 feet; thence West 168 feet 10 inches, thence South 270 feet to the point of beginning.

Signed:

Grace E. Swanson
Grace E. Swanson

Date:

07-17-02