

# GIS REGISTRY

## Cover Sheet

March, 2010  
(RR 5367)

### Source Property Information

**BRRTS #:**

**ACTIVITY NAME:**

**PROPERTY ADDRESS:**

**MUNICIPALITY:**

**PARCEL ID #:**

**CLOSURE DATE:**

**FID #:**

**DATCP #:**

**COMM #:**

#### \*WTM COORDINATES:

X:  Y:

*\* Coordinates are in  
WTM83, NAD83 (1991)*

#### WTM COORDINATES REPRESENT:

- Approximate Center Of Contaminant Source
- Approximate Source Parcel Center

**Please check as appropriate:** (BRRTS Action Code)

#### Contaminated Media:

- |  |  |
|--|--|
| <input type="checkbox"/> Groundwater Contamination > ES (236)                                | <input checked="" type="checkbox"/> Soil Contamination > *RCL or **SSRCL (232)               |
| <input type="checkbox"/> Contamination in ROW  | <input checked="" type="checkbox"/> Contamination in ROW                                     |
| <input type="checkbox"/> Off-Source Contamination  | <input type="checkbox"/> Off-Source Contamination  |
| <i>(note: for list of off-source properties<br/>see "Impacted Off-Source Property" form)</i> | <i>(note: for list of off-source properties<br/>see "Impacted Off-Source Property" form)</i> |

#### Land Use Controls:

- |   |   |
|---|---|
| <input type="checkbox"/> N/A (Not Applicable)   | <input type="checkbox"/> Cover or Barrier (222)   |
| <input type="checkbox"/> Soil: maintain industrial zoning (220)                                   | <i>(note: maintenance plan for<br/>groundwater or direct contact)</i>   |
| <i>(note: soil contamination concentrations<br/>between non-industrial and industrial levels)</i> | <input type="checkbox"/> Vapor Mitigation (226)   |
| <input type="checkbox"/> Structural Impediment (224)  | <input type="checkbox"/> Maintain Liability Exemption (230)   |
| <input type="checkbox"/> Site Specific Condition (228)  | <i>(note: local government unit or economic<br/>development corporation was directed to<br/>take a response action)</i> |

#### Monitoring Wells:

Are all monitoring wells properly abandoned per NR 141? (234)

- Yes     No     N/A

*\* Residual Contaminant Level  
\*\*Site Specific Residual Contaminant Level*

This Adobe Fillable form is intended to provide a list of information that is required for evaluation for case closure. It is to be used in conjunction with Form 4400-202, Case Closure Request. The closure of a case means that the Department has determined that no further response is required at that time based on the information that has been submitted to the Department.

**NOTICE: Completion of this form is mandatory** for applications for case closure pursuant to ch. 292, Wis. Stats. and ch. NR 726, Wis. Adm. Code, including cases closed under ch. NR 746 and ch. NR 726. The Department will not consider, or act upon your application, unless all applicable sections are completed on this form and the closure fee and any other applicable fees, required under ch. NR 749, Wis. Adm. Code, Table 1 are included. It is not the Department's intention to use any personally identifiable information from this form for any purpose other than reviewing closure requests and determining the need for additional response action. The Department may provide this information to requesters as required by Wisconsin's Open Records law [ss. 19.31 - 19.39, Wis. Stats.].

BRRTS #: 03-16-219979 PARCEL ID #: 05-805-02617-00; 05-805-04051-00 & 05-805-04050-00  
ACTIVITY NAME: MILKHOUSE (FORMER) WTM COORDINATES: X: 360040 Y: 696224

**CLOSURE DOCUMENTS** (the Department adds these items to the final GIS packet for posting on the Registry)

- Closure Letter**
- Maintenance Plan** (if activity is closed with a land use limitation or condition (land use control) under s. 292.12, Wis. Stats.)
- Continuing Obligation Cover Letter** (for property owners affected by residual contamination and/or continuing obligations)
- Conditional Closure Letter**
- Certificate of Completion (COC)** (for VPLE sites)

**SOURCE LEGAL DOCUMENTS**

- Deed:** The most recent deed as well as legal descriptions, for the **Source Property** (where the contamination originated). Deeds for other, off-source (off-site) properties are located in the **Notification** section.  
**Note:** If a property has been purchased with a land contract and the purchaser has not yet received a deed, a copy of the land contract which includes the legal description shall be submitted instead of the most recent deed. If the property has been inherited, written documentation of the property transfer should be submitted along with the most recent deed.
- Certified Survey Map:** A copy of the certified survey map or the relevant section of the recorded plat map for those properties where the legal description in the most recent deed refers to a certified survey map or a recorded plat map. (lots on subdivided or platted property (e.g. lot 2 of xyz subdivision)).  
**Figure #: N/A Title: Plat of Stricklands**
- Signed Statement:** A statement signed by the Responsible Party (RP), which states that he or she believes that the attached legal description accurately describes the correct contaminated property.

**MAPS** (meeting the visual aid requirements of s. NR 716.15(2)(h))

Maps must be no larger than 11 x 17 inches unless the map is submitted electronically.

- Location Map:** A map outlining all properties within the contaminated site boundaries on a U.S.G.S. topographic map or plat map in sufficient detail to permit easy location of all parcels. If groundwater standards are exceeded, include the location of all potable wells within 1200 feet of the site.  
**Note:** Due to security reasons municipal wells are not identified on GIS Packet maps. However, the locations of these municipal wells must be identified on Case Closure Request maps.  
**Figure #: 1 Title: Site Location Map**
- Detailed Site Map:** A map that shows all relevant features (buildings, roads, individual property boundaries, contaminant sources, utility lines, monitoring wells and potable wells) within the contaminated area. This map is to show the location of all contaminated public streets, and highway and railroad rights-of-way in relation to the source property and in relation to the boundaries of groundwater contamination exceeding a ch. NR 140 Enforcement Standard (ES), and/or in relation to the boundaries of soil contamination exceeding a Residual Contaminant Level (RCL) or a Site Specific Residual Contaminant Levels (SSRCL) as determined under s. NR 720.09, 720.11 and 720.19.  
**Figure #: 2 Title: Site Plan View**
- Soil Contamination Contour Map:** For sites closing with residual soil contamination, this map is to show the location of all contaminated soil and a single contour showing the horizontal extent of each area of contiguous residual soil contamination that exceeds a Residual Contaminant Level (RCL) or a Site Specific Residual Contaminant Level (SSRCL) as determined under s. NR 720.09, 720.11 and 720.19.  
**Figure #: 3 Title: Residual Soil Contamination Map**

BRRTS #: 03-16-219979

ACTIVITY NAME: MILKHOUSE (FORMER)

**MAPS (continued)**

- Geologic Cross-Section Map:** A map showing the source location and vertical extent of residual soil contamination exceeding a Residual Contaminant Level (RCL) or a Site Specific Residual Contaminant Level (SSRCL). If groundwater contamination exceeds a ch. NR 140 Enforcement Standard (ES) when closure is requested, show the source location and vertical extent, water table and piezometric elevations, and locations and elevations of geologic units, bedrock and confining units, if any.

**Figure #: 5**                      **Title: Geologic Cross-Section Plan View**

**Figure #: 6a-6c**                **Title: Geologic Cross-Sections A-A', B-B', and C-C'**

- Groundwater Isoconcentration Map:** For sites closing with residual groundwater contamination, this map shows the horizontal extent of all groundwater contamination exceeding a ch. NR140 Preventive Action Limit (PAL) and an Enforcement Standard (ES). Indicate the direction and date of groundwater flow, based on the most recent sampling data.

**Note:** This is intended to show the total area of contaminated groundwater.

**Figure #:**                      **Title:**

- Groundwater Flow Direction Map:** A map that represents groundwater movement at the site. If the flow direction varies by more than 20° over the history of the site, submit 2 groundwater flow maps showing the maximum variation in flow direction.

**Figure #:**                      **Title:**

**Figure #:**                      **Title:**

**TABLES (meeting the requirements of s. NR 716.15(2)(h)(3))**

Tables must be no larger than 11 x 17 inches unless the table is submitted electronically. Tables must not contain shading and/or cross-hatching. The use of **BOLD** or *ITALICS* is acceptable.

- Soil Analytical Table:** A table showing remaining soil contamination with analytical results and collection dates.  
**Note:** This is one table of results for the contaminants of concern. Contaminants of concern are those that were found during the site investigation, that remain after remediation. It may be necessary to create a new table to meet this requirement.

**Table #: 1**                      **Title: Soil Data Summary Table**

- Groundwater Analytical Table:** Table(s) that show the most recent analytical results and collection dates, for all monitoring wells and any potable wells for which samples have been collected.

**Table #:**                      **Title:**

- Water Level Elevations:** Table(s) that show the previous four (at minimum) water level elevation measurements/dates from all monitoring wells. If present, free product is to be noted on the table.

**Table #:**                      **Title:**

**IMPROPERLY ABANDONED MONITORING WELLS**

For each monitoring well not properly abandoned according to requirements of s. NR 141.25 include the following documents.

**Note:** If the site is being listed on the GIS Registry for only an improperly abandoned monitoring well you will only need to submit the documents in this section for the GIS Registry Packet.

- Not Applicable**

- Site Location Map:** A map showing all surveyed monitoring wells with specific identification of the monitoring wells which have not been properly abandoned.

**Note:** If the applicable monitoring wells are distinctly identified on the Detailed Site Map this Site Location Map is not needed.

**Figure #:**                      **Title:**

- Well Construction Report:** Form 4440-113A for the applicable monitoring wells.

- Deed:** The most recent deed as well as legal descriptions for each property where a monitoring well was not properly abandoned.

- Notification Letter:** Copy of the notification letter to the affected property owner(s).

BRRTS #: 03-16-219979

ACTIVITY NAME: MILKHOUSE (FORMER)

## NOTIFICATIONS

### Source Property

**Not Applicable**

**Letter To Current Source Property Owner:** If the source property is owned by someone other than the person who is applying for case closure, include a copy of the letter notifying the current owner of the source property that case closure has been requested.

**Return Receipt/Signature Confirmation:** Written proof of date on which confirmation was received for notifying current source property owner.

### Off-Source Property

Group the following information per individual property and label each group according to alphabetic listing on the "Impacted Off-Source Property" attachment.

**Not Applicable**

**Letter To "Off-Source" Property Owners:** Copies of all letters sent by the Responsible Party (RP) to owners of properties with groundwater exceeding an Enforcement Standard (ES), and to owners of properties that will be affected by a land use control under s. 292.12, Wis. Stats.

**Note:** Letters sent to off-source properties regarding residual contamination must contain standard provisions in Appendix A of ch. NR 726.

**Number of "Off-Source" Letters:**

**Return Receipt/Signature Confirmation:** Written proof of date on which confirmation was received for notifying any off-source property owner.

**Deed of "Off-Source" Property:** The most recent deed(s) as well as legal descriptions, for all affected deeded **off-source property(ies)**. This does not apply to right-of-ways.

**Note:** If a property has been purchased with a land contract and the purchaser has not yet received a deed, a copy of the land contract which includes the legal description shall be submitted instead of the most recent deed. If the property has been inherited, written documentation of the property transfer should be submitted along with the most recent deed.

**Letter To "Governmental Unit/Right-Of-Way" Owners:** Copies of all letters sent by the Responsible Party (RP) to a city, village, municipality, state agency or any other entity responsible for maintenance of a public street, highway, or railroad right-of-way, within or partially within the contaminated area, for contamination exceeding a groundwater Enforcement Standard (ES) and/or soil exceeding a Residual Contaminant Level (RCL) or a Site Specific Residual Contaminant Level (SSRCL).

**Number of "Governmental Unit/Right-Of-Way Owner" Letters: 1**



April 19, 2011

Robert Hall  
Como Oil  
128 N 21st St  
Superior, WI 54880

RE: **Final Closure**

**Commerce # 54880-2810-24-B** DNR BRRTS # 03-16-219979  
Como Petroleum, 1024 Belknap St, Superior

Dear Mr. Hall:

The Wisconsin Department of Commerce (Commerce) has reviewed the request for case closure prepared by your consultant, Carlson Professional Services, Inc - Environmental Services, for the site referenced above. Commerce has determined that this site does not pose a significant threat to human health or the environment. No further investigation or remedial action is necessary.

This case is now listed as "closed" on the Commerce database and will be included on the Department of Natural Resources (DNR) Geographic Information System (GIS) Registry of Closed Remediation Sites to address residual contamination. To review sites on the GIS Registry web page, visit <http://dnr.wi.gov/org/aw/rr/gis/index.htm>. If you intend to construct or reconstruct a potable well on this property, you must get prior DNR approval.

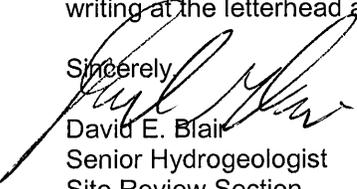
All current and future owners and occupants of the property need to be aware that excavation of contaminated soil may pose a hazard. Special precautions may be needed to prevent inhalation, ingestion or dermal contact with the residual contamination when it is removed. If soil is excavated, the property owner at the time of excavation must have the soil sampled and analyzed to determine if residual contamination remains. If sampling confirms that contamination is present, the property owner at the time of excavation must determine whether the material would be considered solid or hazardous waste and ensure that any storage, treatment or disposal is in compliance with applicable statutes and rules.

Costs for sampling and excavation activities conducted after case closure are not eligible for PECFA reimbursement. However, if it is determined that any undisturbed remaining petroleum contamination poses a threat, the case may be reopened and further investigation or remediation may be required. If this case is reopened, any original claim under the PECFA fund would also reopen and you may apply for assistance to the extent of remaining eligibility.

Timely filing of your final PECFA claim (if applicable) is encouraged. If your PECFA claim is not received within 120 days of the date of this letter, interest costs incurred after 60 days of the date of this letter will not be eligible for PECFA reimbursement.

Thank you for your efforts to protect Wisconsin's environment. If you have any questions, please contact me in writing at the letterhead address or by telephone at (608) 261-2515.

Sincerely,



David E. Blair  
Senior Hydrogeologist  
Site Review Section

cc: Hillary McGown, Carlson Professional Services, Inc - Environmental Services

764894

STATE BAR OF WISCONSIN  
FORM 11-2002

DOCUMENT # 764894

Document Number

LAND CONTRACT  
(TO BE USED FOR NON-CONSUMER ACT  
TRANSACTIONS)

Recorded  
OCT. 09, 2003 AT 01:40PM  
KATHY F. HANSON  
DOUGLAS COUNTY RECORDER  
SUPERIOR, WI 54880-2769  
Fee Amount: \$21.00  
Transfer fee: \$569.70

Contract, by and between Como Oil Company, a Minnesota corporation ("Vendor", whether one or more) and Eagle's Nest Rental Properties, L.L.C., a Utah limited liability company ("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 real estate, together with the rents, profits, fixtures and other appurtenant interests (the "Property"), in Douglas County, State of Wisconsin:

See attached Exhibit "A".

Recording Area

Name and Return Address:  
Thomas W. Reed (#1036392)  
**ANDRESEN, BUTTERWORTH & REED, P.A.**  
1000 Alworth Building  
Duluth, MN 55802

21/ck CB03

05-805-02617-00, 05-805-04051-00 and 05-805-04050-00  
Parcel Identification Number (PIN)

This is not homestead property.

Purchaser agrees to purchase the Property and to pay to Vendor as directed herein the sum of \$189,890.00 in the following manner:

- a. \$9,367.74 at the execution of this Contract; and
- b. With regard to the balance of \$180,522.26, Purchaser will pay in accordance with its terms, that certain Note which is secured by a first Mortgage on the Property running in favor of National Bank of Commerce, dated November 29, 1995, the unpaid principal balance of which is, as of the date hereof, equal to said sum. Said Note calls for repayment of said principal sum, together with interest at the rate set forth therein, in monthly installments.

Purchaser shall make monthly payments on the date specified in said Note and shall make said payments directly to National Bank of Commerce, 1127 Tower Avenue, Superior, Wisconsin 54880.

Purchaser shall pay prior to delinquency all taxes and assessments levied on the Property at the time of the execution of this Contract and thereafter, and deliver to Vendor proof of payment thereof.

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 amount of the full replacement value of the improvements on the Property. Purchaser shall pay the insurance premiums when due. The policies shall contain the standard clause in favor of the Vendor's interest, and evidence of such policies covering the Property shall be provided to 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 is required to pay Vendor amounts sufficient to pay reasonably anticipated taxes, assessments, and insurance premiums as Part of Purchaser's regular payments. [CHECK BOX AT LEFT IF APPLICABLE]

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

and regulations affecting the Property. If a repair required of Purchaser relates to an insured casualty, Purchaser shall not be responsible for performing such repair if Vendor does not make available to Purchaser the insurance proceeds therefore.

Vendor agrees that if the purchase price with interest is fully paid and all conditions fully performed as specified herein, Vendor will execute and deliver to Purchaser a Warranty Deed in fee simple of the Property, free and clear of all liens and encumbrances, except those created by the act or default of Purchaser and:

**CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NEITHER IS CHOSEN, OPTION A SHALL APPLY:**

- A. Purchaser states that Purchaser is satisfied with the title as shown by the title evidence submitted to Purchaser for examination, at the time of execution of this Contract, except: None
- B. No title evidence was provided prior to execution of this Contract.

**CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NEITHER IS CHOSEN, OPTION A SHALL APPLY:**

- A. Purchaser agrees to pay the cost of future title evidence.
- B. Vendor agrees to pay the cost of future title evidence.

Purchaser shall be entitled to take possession of the Property on the date this Contract is executed.

Time is of the essence as to all provisions hereunder.

Purchaser agrees that in the event of any default, including a default in the payment of principal or interest which continues for a period of 30 days following the due date or a default in performance of any other obligation of Purchaser which continues for a period of 30 days following written notice thereof by Vendor (delivered personally or mailed by certified mail), the entire outstanding balance under this Contract shall become immediately due and payable at Vendor's option and without notice (which Purchaser hereby waives), and Vendor may singly, alternatively, or in combination: (i) terminate this Contract by foreclosure and either recover the Property through strict foreclosure, or have the Property sold by foreclosure sale; in either event, with a period of redemption, in the court's discretion, to be conditioned on full payment of the entire outstanding balance, with interest thereon from the date of default and other amounts due hereunder (failing which all amounts previously paid by Purchaser shall be forfeited as liquidated damages for failure to fulfill this Contract and as rental for the Property); (ii) sue for specific performance of this Contract; (iii) sue for the unpaid purchase price or any portion thereof; (iv) 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; (v) have Purchaser ejected from possession of the Property and have a receiver appointed to collect any rents, issues or profits; or (vi) pursue any other remedy available in law or equity. An election of any of the foregoing remedies shall only be binding on Vendor if and when pursued in litigation. All costs and expenses including reasonable attorneys fees of Vendor incurred to pursue any remedy hereunder to the extent not prohibited by law and expenses of title evidence shall be paid by Purchaser and included in any judgment. The parties agree that the Vendor shall have the options set forth in this paragraph available to exercise in Vendor's sole discretion.

Following any default in payment, interest shall accrue at the same rate as the rate in the Note described above on the entire amount in default (which shall include, without limitation, delinquent interest and, upon acceleration or maturity, the entire principal balance).

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

Purchaser may not transfer, sell or convey any legal or equitable interest in the Property, including but not limited to a lease for a term greater than one (1) year, without the prior written consent of Vendor and National Bank of Commerce unless the outstanding balance payable under this Contract and the above described Note is paid in full. In the event of any such transfer, sale or conveyance without Vendor's and National Bank of Commerce'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.

In the event Purchaser fails to make the payments due on the Note and Mortgage to National Bank of Commerce, or otherwise fails to comply with any term or provision of said Contract, Note and Mortgage, Vendor may make said payments or take such other action as may be required under the terms of the Note and Mortgage and Purchaser will be in default under

this Contract. Purchaser agrees to defend, indemnify and hold Vendor harmless from any and all claims, loss and expenses, including reasonable attorneys' fees, relating to the Note and Mortgage.

Purchaser shall not during the term of the Contract cause any material to be delivered or labor to be performed upon any part of the Property which exceeds the cost of Five Thousand Dollars (\$5,000.00), unless Purchaser first obtains the written consent of Vendor. Purchaser further agrees to indemnify and hold harmless Vendor against all claims for labor and materials or services made against the Property and for the costs of enforcing this indemnification including reasonable attorneys' fees.

National Bank of Commerce has consented to this sale as provided in the attached Consent To Sale.

All terms of this Contract shall be binding upon and inure to the benefit of the heirs, legal representatives, successors and assigns of Vendor and Purchaser.

Dated this 30 day of Sept, 2003.

VENDOR:

COMO OIL COMPANY

By: Cal M. Anderson

Its: Secretary/Treasurer

PURCHASER:

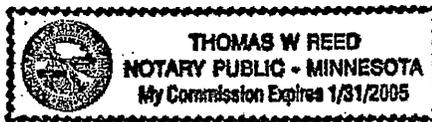
EAGLE'S NEST RENTAL PROPERTIES, L.L.C.

By: [Signature]

Its: Managing Member

STATE OF MINNESOTA )  
 )ss.  
COUNTY OF ST. LOUIS )

Personally came before me this 7<sup>th</sup> day of October, 2003, the above named Cal M. Anderson the Secretary/Treasurer of Como Oil Company, to me known to be the person who executed the foregoing instrument and acknowledged the same.



Thomas W. Reed  
Notary Public  
Thomas W. Reed  
(Print Name)  
My commission is permanent. If not, state expiration date: Jan. 31, 2005.

STATE OF )  
 )ss.  
COUNTY OF )

Personally came before me this 30 day of Sept, 2003, the above named Kip Cashner the Managing Member of Eagle's Nest Rental Properties, L.L.C. to me known to be the person who executed the foregoing instrument and acknowledged the same.

Jody K. Taylor  
Notary Public  
Jody K. Taylor  
(Print Name)  
My commission is permanent. (If not, state expiration date: Jan 18, 2006.)

THIS INSTRUMENT WAS DRAFTED BY:  
Thomas W. Reed (#1036392)  
ANDRESEN, BUTTERWORTH & REED, P.A.  
1000 Alworth Building  
Duluth, MN 55802  
(218) 722-1411

764894

**Exhibit "A"**

All that part of Lots One (1), Two (2), Three (3) and Four (4), in Block One (1), STRICKLAND'S ADDITION TO WEST SUPERIOR, which has not heretofore been condemned by the City of Superior and described according to the recorded plat thereof,

AND

All of Lot Eight (8) in the subdivision of the Northwest Quarter (NW 1/4) of Diagram Lot One Hundred Fifty (150), Douglas County, Wisconsin,

AND

Lot Five (5), Block One (1), STRICKLAND'S ADDITION TO WEST SUPERIOR, in the City of Superior, Douglas County, Wisconsin, according to the plat thereof on file and of record in the office of the Register of Deeds for Douglas County, Wisconsin.

**CONSENT TO SALE**

WHEREAS the undersigned, **NATIONAL BANK OF COMMERCE**, in Superior, is the owner and holder of that certain mortgage executed by **COMO PETROLEUM MARKETING, INC.**, and subsequently assumed with the holder's consent by **COMO OIL COMPANY**, which mortgage is dated November 29, 1995 and recorded December 21, 1995, in Volume 598 of Records, page 175, as Document No. 676775, in the original principal amount of \$270,000.00, covering the following described real property located in Douglas County, Wisconsin:

All that part of Lots One (1), Two (2), Three (3) and Four (4), in Block One (1), **STRICKLAND'S ADDITION TO WEST SUPERIOR**, which has not heretofore been condemned by the City of Superior and described according to the recorded plat thereof,

AND

All of Lot Eight (8) in the subdivision of the Northwest Quarter (NW¼) of Diagram Lot One Hundred Fifty (150), Douglas County, Wisconsin,

AND

Lot Five (5), Block One (1), **STRICKLAND'S ADDITION TO WEST SUPERIOR**, in the City of Superior, Douglas County, Wisconsin, according to the plat thereof on file and of record in the office of the Register of Deeds for Douglas County, Wisconsin.

WHEREAS, said mortgage provides that the holder of the mortgage may declare all sums secured by the mortgage to be immediately due and payable if all or any part of the property pledged as security thereunder is sold or transferred without the holder's prior written consent;

NOW, THEREFORE, the undersigned hereby gives its consent to the transfer of the above-described property to **EAGLE'S NEST RENTAL PROPERTIES, LLC**, subject to said mortgage.

This consent is limited to the transfer described herein and shall not be construed as a waiver of the holder's right to accelerate in the event of any other transfer in violation of the terms and provisions of the mortgage.

IN WITNESS WHEREOF, the undersigned has caused this Consent to be executed this 24<sup>th</sup> day of September, 2003.

NATIONAL BANK OF COMMERCE

By Tony Johnson  
Its Vice President

764894

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing was acknowledged before me this 24<sup>th</sup> day of September, 2003, by Tony N Johnson, the Vice President, of National Bank of Commerce.

N. Doolittle  
Notary Public

This instrument drafted by:

Thomas W. Reed  
1000 Alworth Building  
306 W. Superior Street  
Duluth, MN 55802  
(218) 722-1411

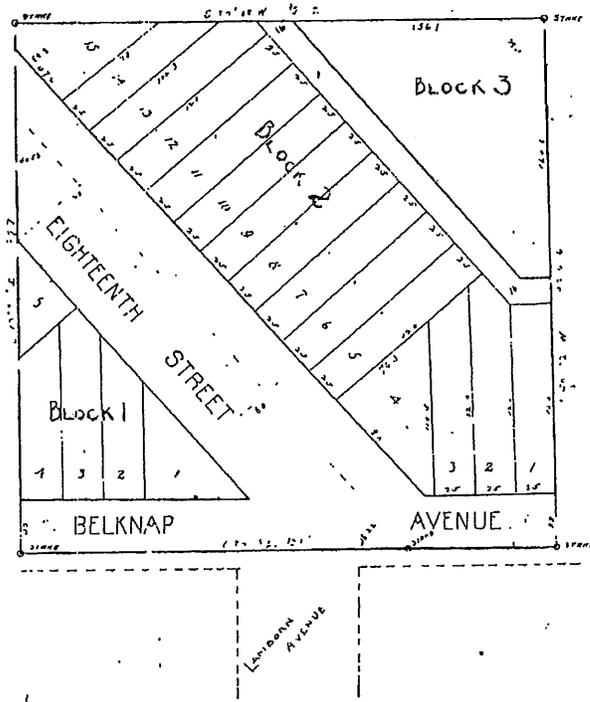
N. DOOLITTLE  
NOTARY PUBLIC  
STATE OF WISCONSIN  
My commission expires March 28, 2004

S



PLAT OF  
**STRICKLANDS**  
 ADDITION TO  
 WEST  
 Superior

Being the North East quarter of the North East quarter of  
 the South West quarter of Sec. 23 Town 19 N Range 14 96  
 June 1 1880 - 1903 E. B. Banks

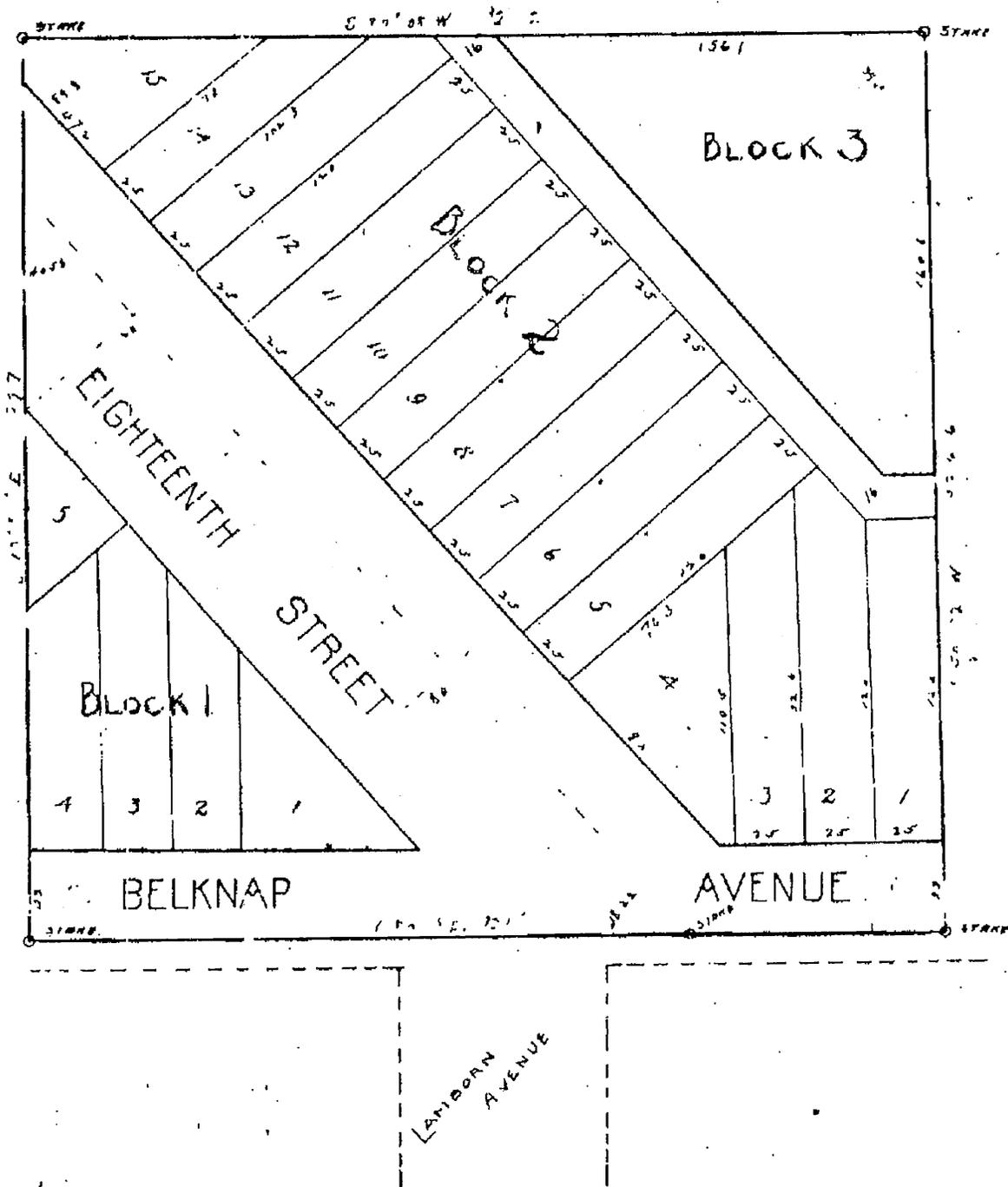


N

PLAN OF  
**STRICKLANDS**

ADDITION TO  
WEST  
**Superior**

Being the North East quarter of the North East quarter of  
the North West quarter of Sec. 23 Town 19 N Range 14 Q6  
Scale 1 inch = 40 ft  
E. B. BANKS  
SURVEYOR





764894

**Exhibit "A"**

All that part of Lots One (1), Two (2), Three (3) and Four (4), in Block One (1), STRICKLAND'S ADDITION TO WEST SUPERIOR, which has not heretofore been condemned by the City of Superior and described according to the recorded plat thereof,

AND

All of Lot Eight (8) in the subdivision of the Northwest Quarter (NW-1/4) of Diagram Lot One Hundred Fifty (150), Douglas County, Wisconsin,

AND

Lot Five (5), Block One (1), STRICKLAND'S ADDITION TO WEST SUPERIOR, in the City of Superior, Douglas County, Wisconsin, according to the plat thereof on file and of record in the office of the Register of Deeds for Douglas County, Wisconsin.

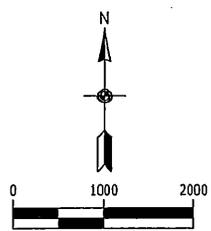
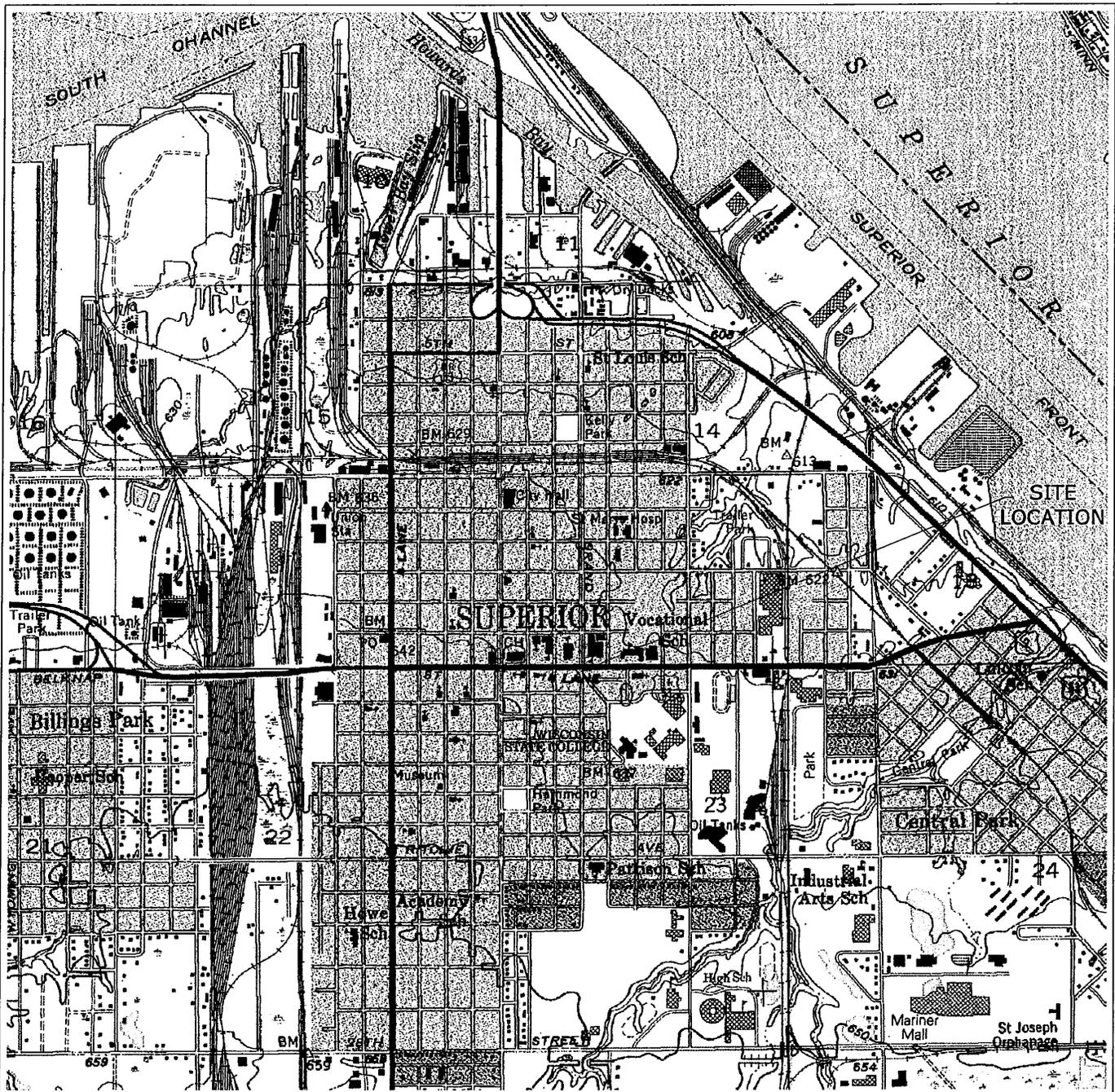
Responsible Party  
Legal Property Boundary Certification

**Former Belknap Milkhouse**

1024 Belknap Street, Superior, Wisconsin  
DNR BRRTS #03-16-219979      Commerce # 54880-2810-24

I, Robert Hall (please print) hereby certify that the legal description attached to this statement is complete and accurate for all of the properties within or partially within the contaminated site's boundaries that have soil contamination that exceeds WI Ch. NR 720 residual soil contaminant levels at the time site closure is being requested.

Signed by Responsible Party: Robert Hall      Date: 4/4/2011



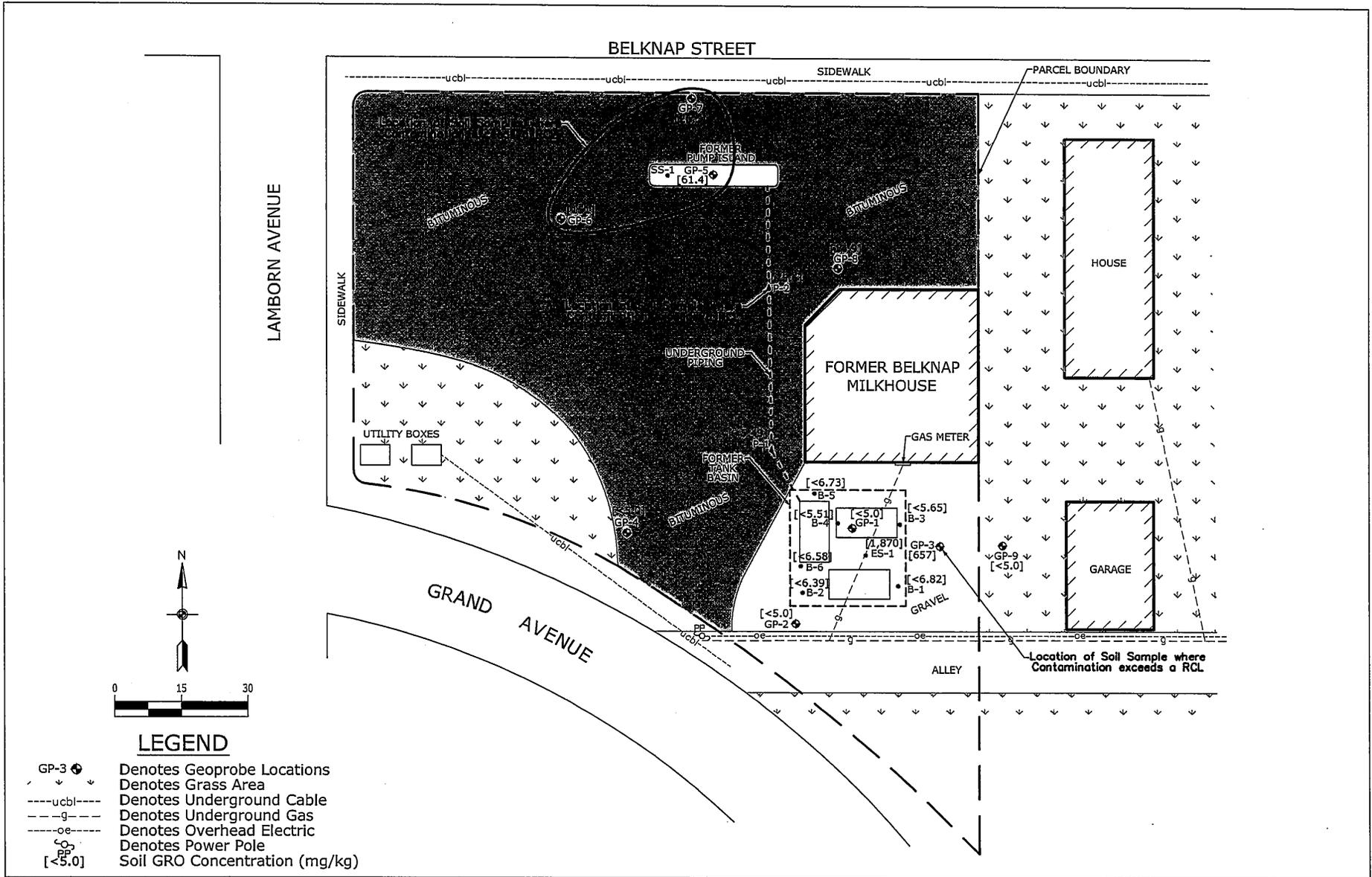
SOURCE: USGS QUADRANGLE 7.5 MIN. - SUPERIOR



GIS REGISTRY  
 Belnap Milkhouse  
 1024 Belnap Street  
 Superior, Wisconsin 54880  
 Carlson Project No.: 2018-00

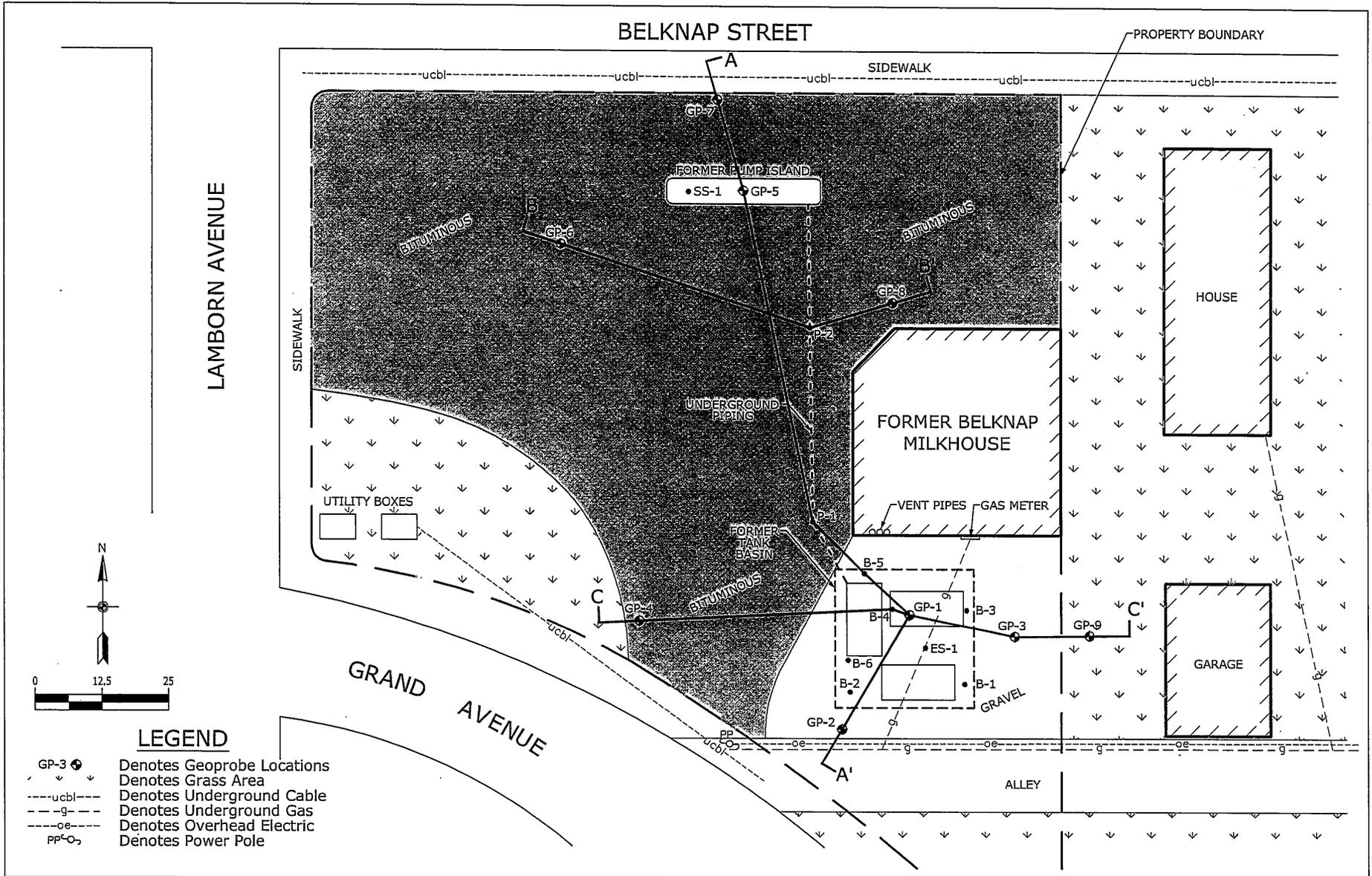
FIGURE 1  
 SITE LOCATION MAP





GIS REGISTRY  
 Belknap Milkhouse  
 1024 Belknap Street  
 Superior, Wisconsin 54880  
 Carlson Project No.: 2018-00

FIGURE 3  
 RESIDUAL SOIL  
 CONTAMINATION MAP



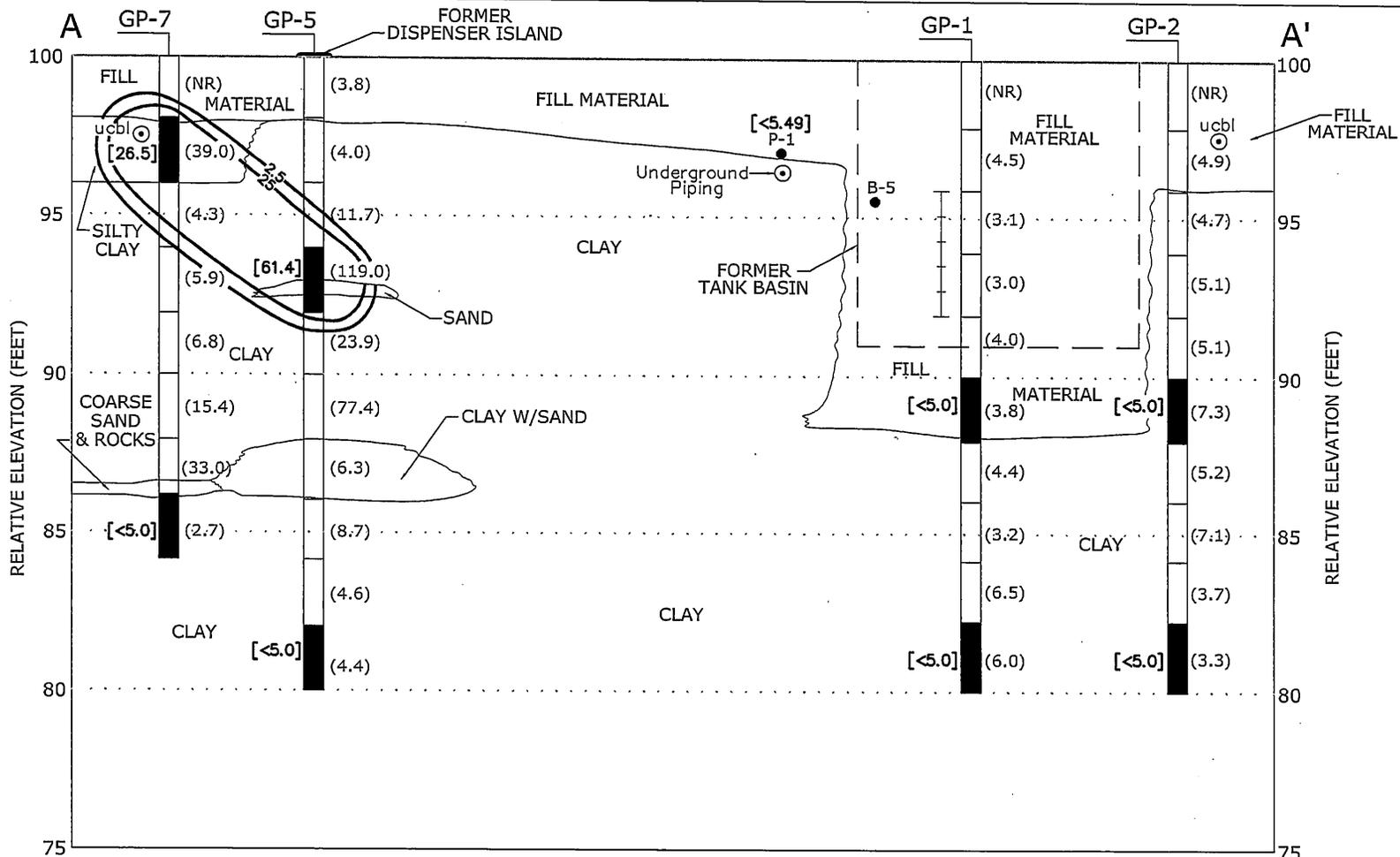
**LEGEND**

- GP-3 ● Denotes Geoprobe Locations
- ↓ Denotes Grass Area
- ucbl--- Denotes Underground Cable
- g--- Denotes Underground Gas
- oe--- Denotes Overhead Electric
- PP-O- Denotes Power Pole



GIS REGISTRY  
 Belknap Milkhouse  
 1024 Belknap Street  
 Superior, Wisconsin 54880  
 Carlson Project No.: 2018-00

**FIGURE 5**  
**GEOLOGIC CROSS-SECTION**  
**PLAN VIEW**



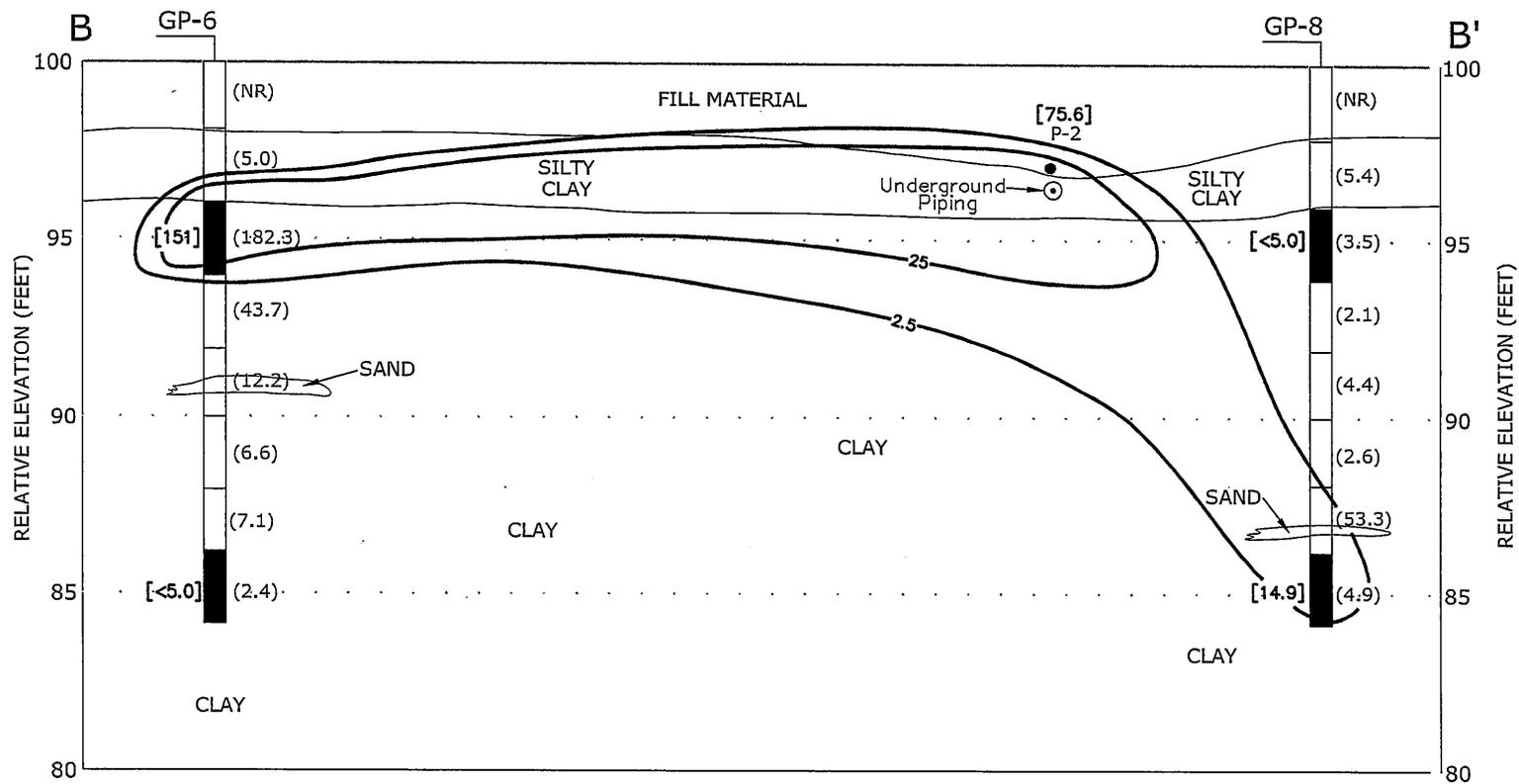
**LEGEND**

- (0.0) PID READING (ppm)
- (NR) NO RECOVERY
- [<5.0] SOIL CONCENTRATION (mg/kg)
- TANK REMOVAL SOIL ASSESSMENT SAMPLING LOCATION
- SOIL GRO ISOCONCENTRATION CONTOUR
- TEMPORARY SCREENED INTERVAL
- COLLECTED SOIL SAMPLE INTERVAL



GIS REGISTRY  
 Belknap Milkhouse  
 1024 Belknap Street  
 Superior, Wisconsin 54880  
 Carlson Project No.: 2018-00

**FIGURE 6a**  
**GEOLOGIC CROSS-SECTION**  
**A - A'**



VERTICAL SCALE 1"=5'  
HORIZONTAL SCALE: 1"=10'

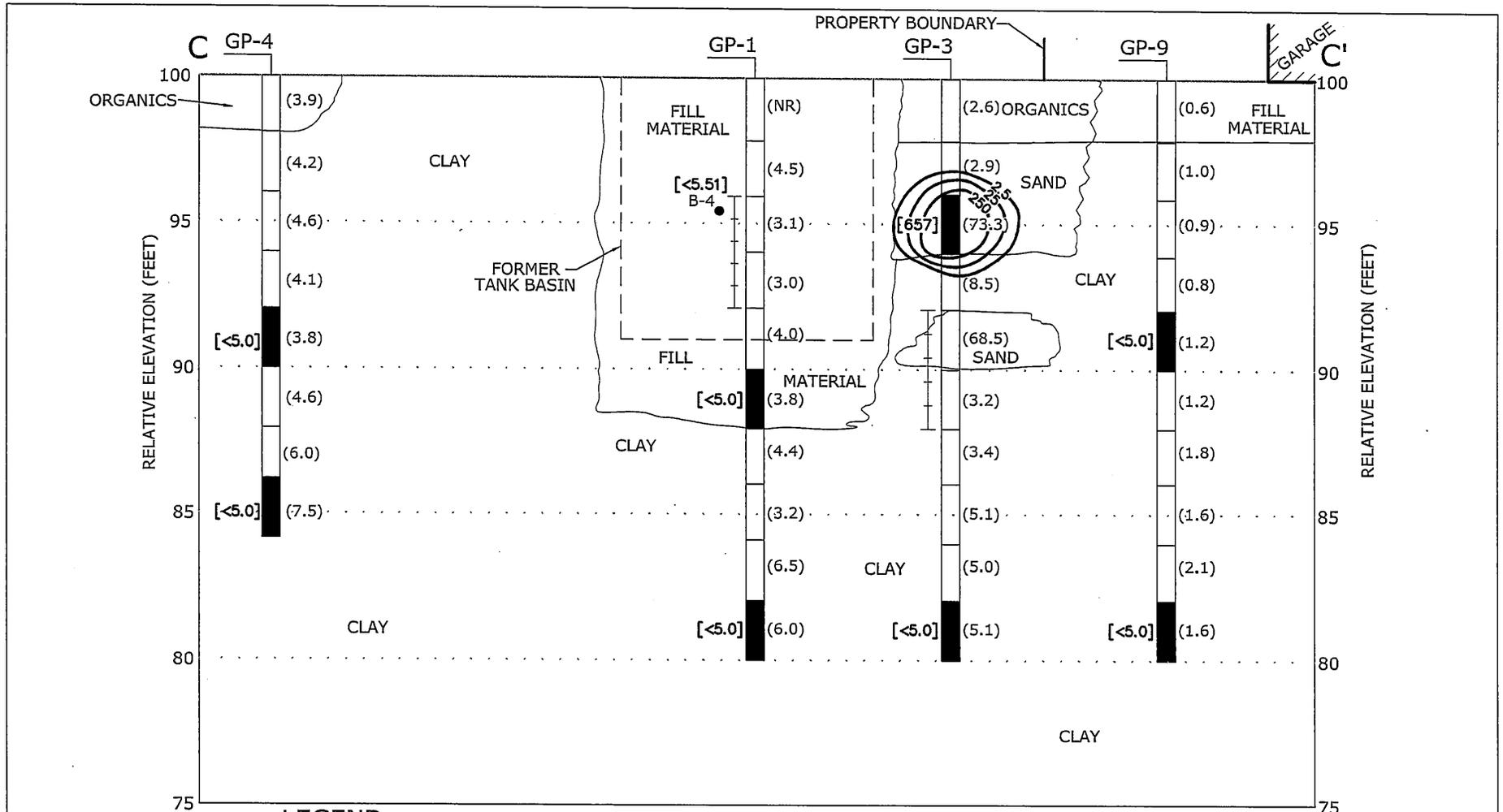
**LEGEND**

- (0.0) PID READING (ppm)
- (NR) NO RECOVERY
- [<5.0] SOIL CONCENTRATION (mg/kg)
- TANK REMOVAL SOIL ASSESSMENT SAMPLING LOCATION
- COLLECTED SOIL SAMPLE INTERVAL
- SOIL GRO ISOCONCENTRATION CONTOUR



GIS REGISTRY  
Belknap Milkhouse  
1024 Belknap Street  
Superior, Wisconsin 54880  
Carlson Project No.: 2018-00

FIGURE 6b  
GEOLOGIC CROSS-SECTION  
B - B'



**LEGEND**

- (0.0) PID READING (ppm)
- (NR) NO RECOVERY
- [<5.0] SOIL CONCENTRATION (mg/kg)
- TANK REMOVAL SOIL ASSESSMENT SAMPLING LOCATION
- SOIL GRO ISOCONCENTRATION CONTOUR
- TEMPORARY SCREENED INTERVAL
- COLLECTED SOIL SAMPLE INTERVAL

VERTICAL SCALE 1"=5'  
HORIZONTAL SCALE: 1"=15'



GIS REGISTRY  
Belknap Milkhouse  
1024 Belknap Street  
Superior, Wisconsin 54880  
Carlson Project No.: 2018-00

FIGURE 6c  
GEOLOGIC CROSS-SECTION  
C - C'

**Table 1**  
**Soil Data Summary Table**  
 Soil Boring Laboratory Analytical Results Summary – Soil  
 Belknap Milkhouse  
 1024 Belknap Avenue, Superior, Wisconsin  
 BRRTS # 03-16-219979      COMM # 54880281024

Sample ID#	Date	Benzene	Toluene	Ethyl benzene	Total Xylenes	MTBE	1,2,4-TMB	1,3,5-TMB	GRO (mg/kg)
GP-1 (10-12')	4/15/08	<10.0	<41.0	<15.0	<100.0	<84.0	<36.0	<14.0	<5.00
GP-1 (18-20')	4/15/08	<10.0	<41.0	<15.0	<100.0	<84.0	<36.0	<14.0	<5.00
GP-2 (10-12')	4/15/08	<10.0	<41.0	<15.0	<100.0	<84.0	<36.0	<14.0	<5.00
GP-2 (18-20')	4/15/08	<10.0	<41.0	<15.0	<100.0	<84.0	<36.0	<14.0	<5.00
GP-3 (4-6')	4/15/08	<10.0	<41.0	73.8	96.1	<84.0	355	117	<b>657</b>
GP-3 (18-20')	4/15/08	<10.0	<41.0	<15.0	52.2	<84.0	<36.0	<14.0	<5.00
GP-4 (8-10')	4/15/08	<10.0	<41.0	<15.0	<100.0	<84.0	<36.0	<14.0	<5.00
GP-4 (14-16')	4/15/08	<10.0	<41.0	<15.0	<100.0	<84.0	<36.0	<14.0	<5.00
GP-5 (6-8')	4/15/08	<b>2,780</b>	<b>2,040</b>	1,830	<b>8,840</b>	<84.0	3,850	1,100	61.4
GP-5 (18-20')	4/15/08	<10.0	<41.0	<15.0	<100.0	<84.0	<36.0	49.5	<5.00
GP-6 (4-6')	5/16/08	<b>851</b>	74.0	1,380	1,375.2	<84.0	2,250	1,010	151
GP-6 (14-16')	5/16/08	<10.0	<41.0	<15.0	<100.0	<84.0	<36.0	<14.0	<5.00
GP-7 (2-4')	5/16/08	<b>96.5</b>	<41.0	814	1,464	<84.0	1,270	688	26.5
GP-7 (14-16')	5/16/08	<b>53.9</b>	<41.0	33.2	<100.0	<84.0	62.8	27.7	<5.00
GP-8 (4-6')	5/16/08	<10.0	<41.0	<15.0	<100.0	<84.0	<36.0	<14.0	<5.00
GP-8 (14-16')	5/16/08	<10.0	210	143	1,333	<84.0	1,080	323	14.9
GP-9 (8-10')	2/05/09	<10.0	<41.0	<15.0	<100.0	<84.0	<36.0	<14.0	<5.00
GP-9 (18-20')	2/05/09	<10.0	<41.0	<15.0	<100.0	<84.0	<36.0	<14.0	<5.00
P-1 (3')	09/07/01	Soil Samples P-1 and P-2 were submitted for laboratory analysis of GRO only							<5.49
P-2 (3')	09/07/01								75.6
MeOH Blank	4/15/08	<10.0	<41.0	<15.0	<100.0	<84.0	<36.0	<14.0	<5.00
MeOH Blank	5/16/08	<10.0	<41.0	<15.0	<100.0	<84.0	<36.0	<14.0	<5.00
WDNR RCLs	-	5.5	1,500	2,900	4,100	NS	NS	NS	250

Notes: All concentrations are listed in µg/kg (ppb) unless otherwise stated; Site soils are primarily dense clay material with hydraulic conductivities typically less than  $1 \times 10^{-6}$  cm/s  
 MTBE = methyl tert-butyl ether; TMB = trimethylbenzene; GRO = gasoline range organics; WDNR RCLs = Wisconsin Department of Natural Resources (WDNR) Residual Contaminant Level (RCL); NS = No standard; **Bold** indicates concentrations which exceed the WDNR RCLs



ENVIRONMENTAL • ENGINEERING • LAND SURVEYING

March 21, 2011

Ms. Jody Taylor  
Eagles Nest Rental Properties, LLC  
1752 Combe Road  
Ogden, Utah 84403

Re: Source Property Soil Contamination  
Former Belknap Milkhouse - 1024 Belknap Street  
Superior, Wisconsin  
WDNR BRRTS # 03-16-219979

Dear Ms. Taylor:

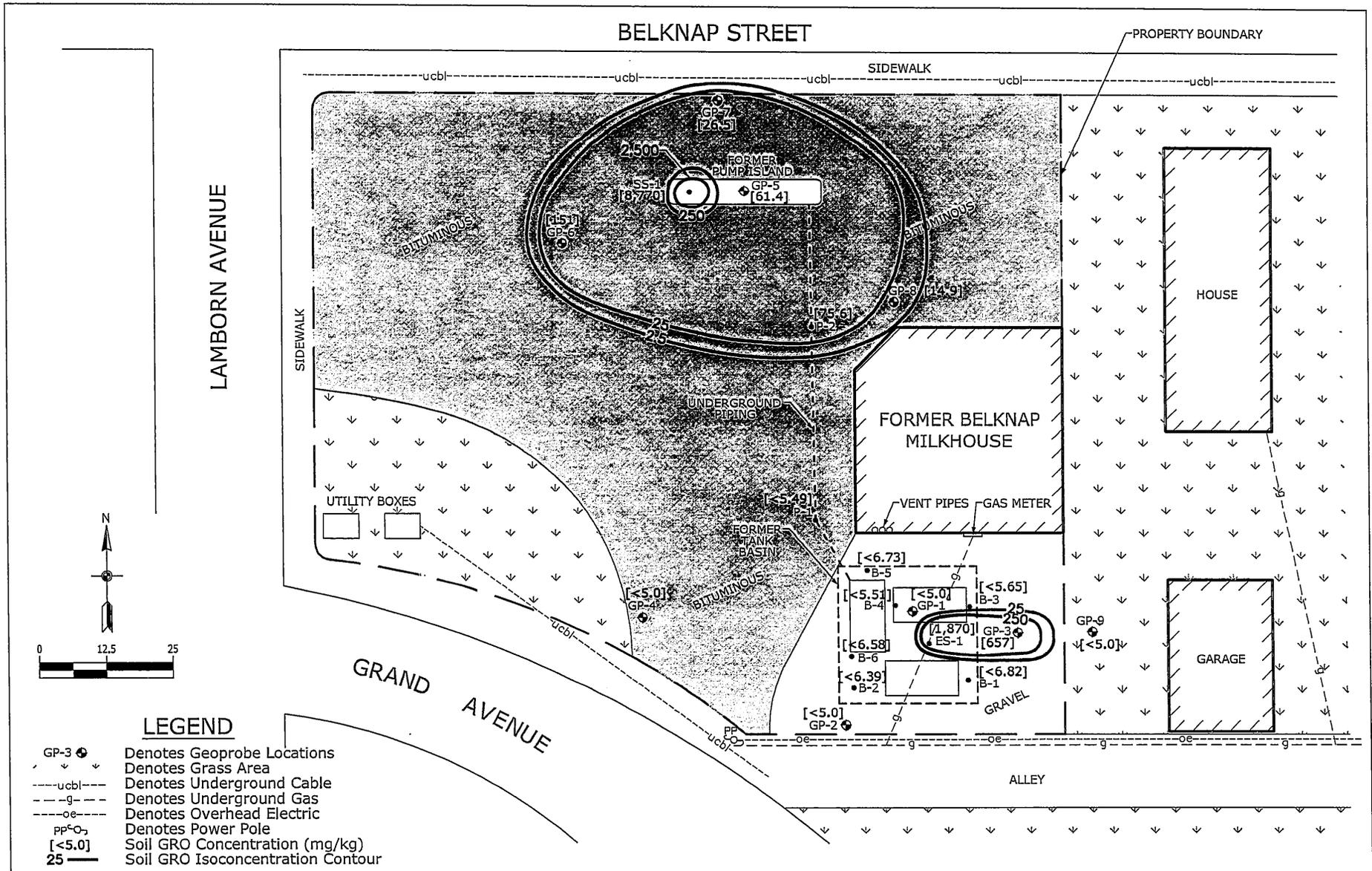
This letter is being submitted to you on behalf of Mr. Bob Hall (Responsible Party) and serves to notify you that the property you own, which was once owned by Mr. Bob Hall, has soil contamination which exceeds the Wisconsin Department of Natural Resources (WDNR) Residual Contaminant Levels (RCLs). The site is eligible for closure; however, detectable concentrations of benzene, toluene, xylenes and gasoline range organics (GRO), which exceed the WDNR RCLs, remain in the soil at your property. A map depicting the general site plan view with the soil GRO concentrations is attached for reference as Figure 3. Also included on the figure are isoconcentration contours depicting the extent and magnitude of soil contamination. Based on the results of the site investigation activities and subsequent soil and ground water sampling, it has been determined that natural attenuation will be an effective means of cleaning up the remaining soil contamination existing within your property boundaries. The following paragraphs discuss additional information about the contamination:

Soil contamination appears to have originated on property that you currently own at 1024 Belknap Street in Superior, Wisconsin. The levels of benzene, toluene, xylenes and GRO contamination in the soil on your property are above the State of Wisconsin soil residual contaminant levels found in chapter NR 720, Wisconsin Administrative Code. However, the environmental consultants (Carlson Professional Services, Inc.) who have investigated this contamination have reported that this soil contamination will naturally degrade over time. Allowing natural attenuation to complete the cleanup at this site will meet the requirements for case closure that are found in chapter NR 726 and chapter Comm 46, Wisconsin Administrative Code, and it will be requested that the Department of Commerce accept natural attenuation as the final remedy for this site and grant case closure. Closure means that the Department will not be requiring any further investigation or cleanup action to be taken, other than the reliance on natural attenuation.

The Department of Commerce will not review the closure request for at least 30 days after the date of this letter. As an affected property owner, you have a right to contact the Department to provide any technical information that you may have that indicates that closure should not be granted for this site. If you would like to submit any information to the Department of Commerce that is relevant to this closure request, you should mail that information to: Mr. David Blair at P.O. Box 8044 in Madison, Wisconsin, 53708.

If this case is closed, all properties within the site boundaries where soil contamination exceeds chapter NR 720 soil residual contaminant levels will be listed on the Department of Natural Resources' geographic information system (GIS) Registry of Closed Remediation Sites. The information on the GIS Registry includes maps showing the





**SITE INVESTIGATION REPORT**  
 Belknap Milkhouse  
 1024 Belknap Street  
 Superior, Wisconsin 54880  
 Carlson Project No.: 2018-00

**FIGURE 3**  
**GRO ISOCONCENTRATION MAP**

764894

**Exhibit "A"**

All that part of Lots One (1), Two (2), Three (3) and Four (4), in Block One (1), STRICKLAND'S ADDITION TO WEST SUPERIOR, which has not heretofore been condemned by the City of Superior and described according to the recorded plat thereof,

AND

All of Lot Eight (8) in the subdivision of the Northwest Quarter (NW 1/4) of Diagram Lot One Hundred Fifty (150), Douglas County, Wisconsin,

AND

Lot Five (5), Block One (1), STRICKLAND'S ADDITION TO WEST SUPERIOR, in the City of Superior, Douglas County, Wisconsin, according to the plat thereof on file and of record in the office of the Register of Deeds for Douglas County, Wisconsin.

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> <li>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>■ Print your name and address on the reverse so that we can return the card to you.</li> <li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	A. Signature <input checked="" type="checkbox"/> <i>[Signature]</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
1. Article Addressed to:  <i>Jody Taylor</i> <i>Eagles Nest Rental Properties LLC</i> <i>1752 Combe Road</i> <i>Odgen, Utah 84403</i>	B. Received by ( <i>Printed Name</i> )	C. Date of Delivery <i>3/25/11</i>
2. Article Number (Transfer from service label)	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
	3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input checked="" type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
	4. Restricted Delivery? ( <i>Extra Fee</i> ) <input type="checkbox"/> Yes	
7009 1410 0002 0107 9836		



ENVIRONMENTAL • ENGINEERING • LAND SURVEYING

March 8, 2011

Mr. Jeff Vito  
City of Superior - Director of Development & Government Affairs  
1316 North 14<sup>th</sup> Street  
Superior, Wisconsin 54880

Re: Soil Contamination Existing in Belknap Street Right-of-Way  
Former Belknap Milkhouse  
1024 Belknap Street  
Superior, Wisconsin  
BRRTS #03-16-153814

Dear Mr. Jeff Vito:

This letter is being submitted to you on behalf of Mr. Bob Hall (acting Responsible Party for the Former Belknap Milkhouse) and serves to notify you that residual soil contamination exceeding the Wisconsin Department of Natural Resources (WDNR) NR 720 Residual Contaminant Levels (RCLs) remains at the above referenced site. The Site location is visually depicted on the attached Figure 1. Carlson Professional Services, Inc. (Carlson) conducted site investigation activities at the Former Belknap Milkhouse Site between April 2008 and February 2009. During site investigation activities, soil borings were advanced in locations across the Site. One soil boring was advanced directly adjacent to the sidewalk along Belknap Street which revealed soil contamination exceeding the benzene, toluene, xylenes and gasoline range organics (GRO) WDNR RCLs. This relatively confined area of soil contamination likely extends beneath the Belknap Street right-of-way (i.e. sidewalk and curb). Mr. Hall is requesting Site Closure via the following proposed institutional controls: WDNR GIS Registry of Closed Sites with residual soil contamination exceeding NR 720 Residual Contaminant Levels (RCLs). The site is eligible for closure; however, detectable concentrations of contaminants which exceed the WDNR RCLs remain in the soil at the Site. Current site data is provided for reference along with a figure depicting the general locations of the residual contamination. Based on the results of the site investigation activities, it has been determined that natural attenuation will be an effective means of cleaning up the remaining low concentration contamination existing at the site.

If you have any questions, or require additional information, please contact me at (218) 625-7004 (office) and (218) 310-9357 (cell).

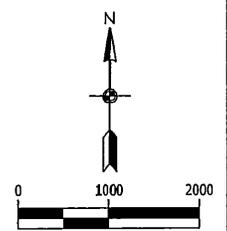
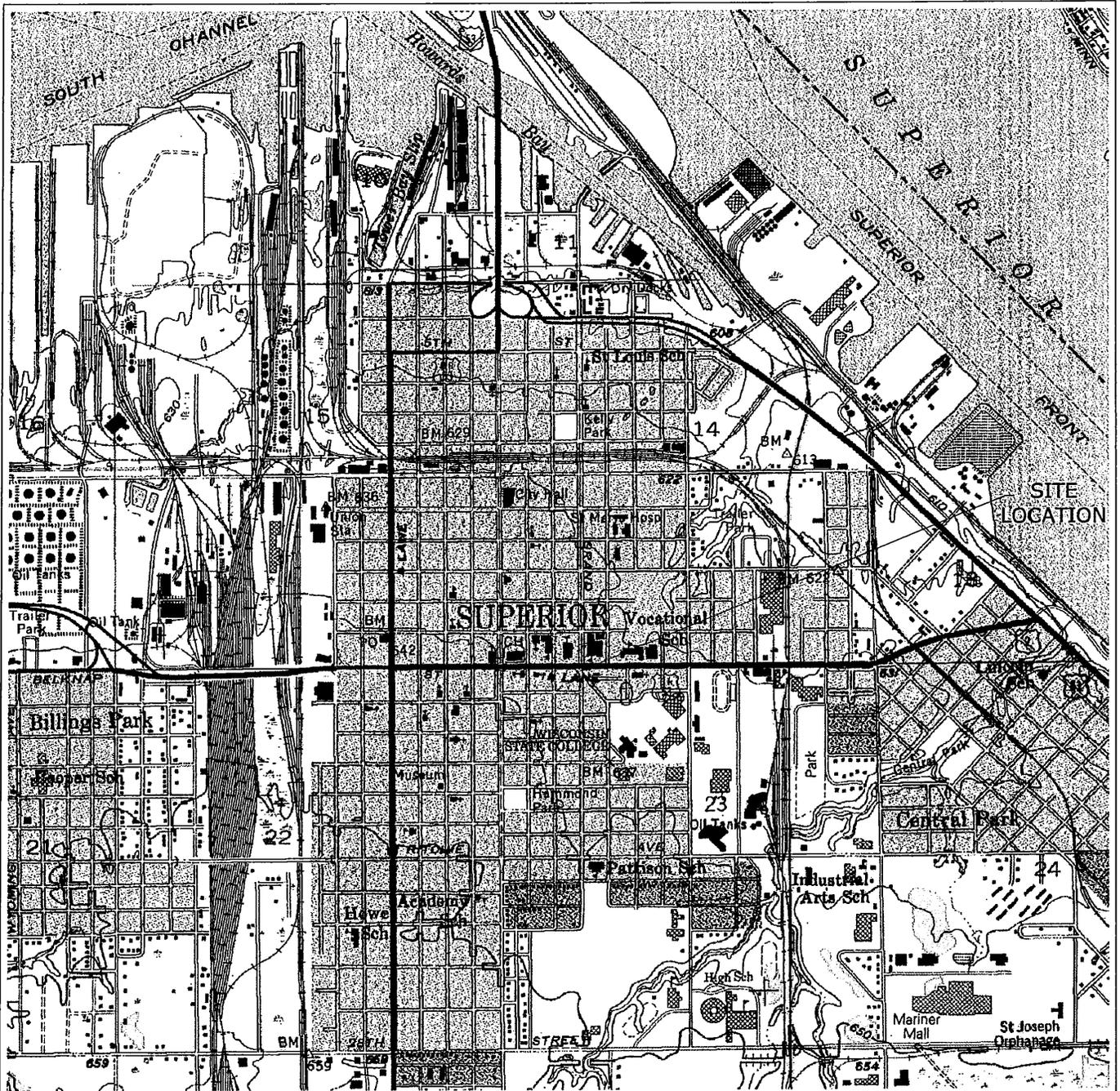
Sincerely,

Carlson Professional Services, Inc.

A handwritten signature in black ink that reads 'Jeff K. Anderson'.

Jeffrey K. Anderson, P.E.  
Project Engineer - Duluth Area Office Manager

Enclosure: Figure 1 - Site Location Map  
Figure 3 - GRO Isoconcentration Map  
Table 1 - Soil Data Summary Table



SOURCE: USGS QUADRANGLE 7.5 MIN. - SUPERIOR



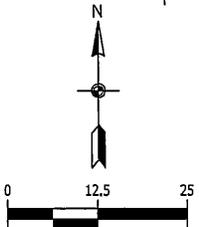
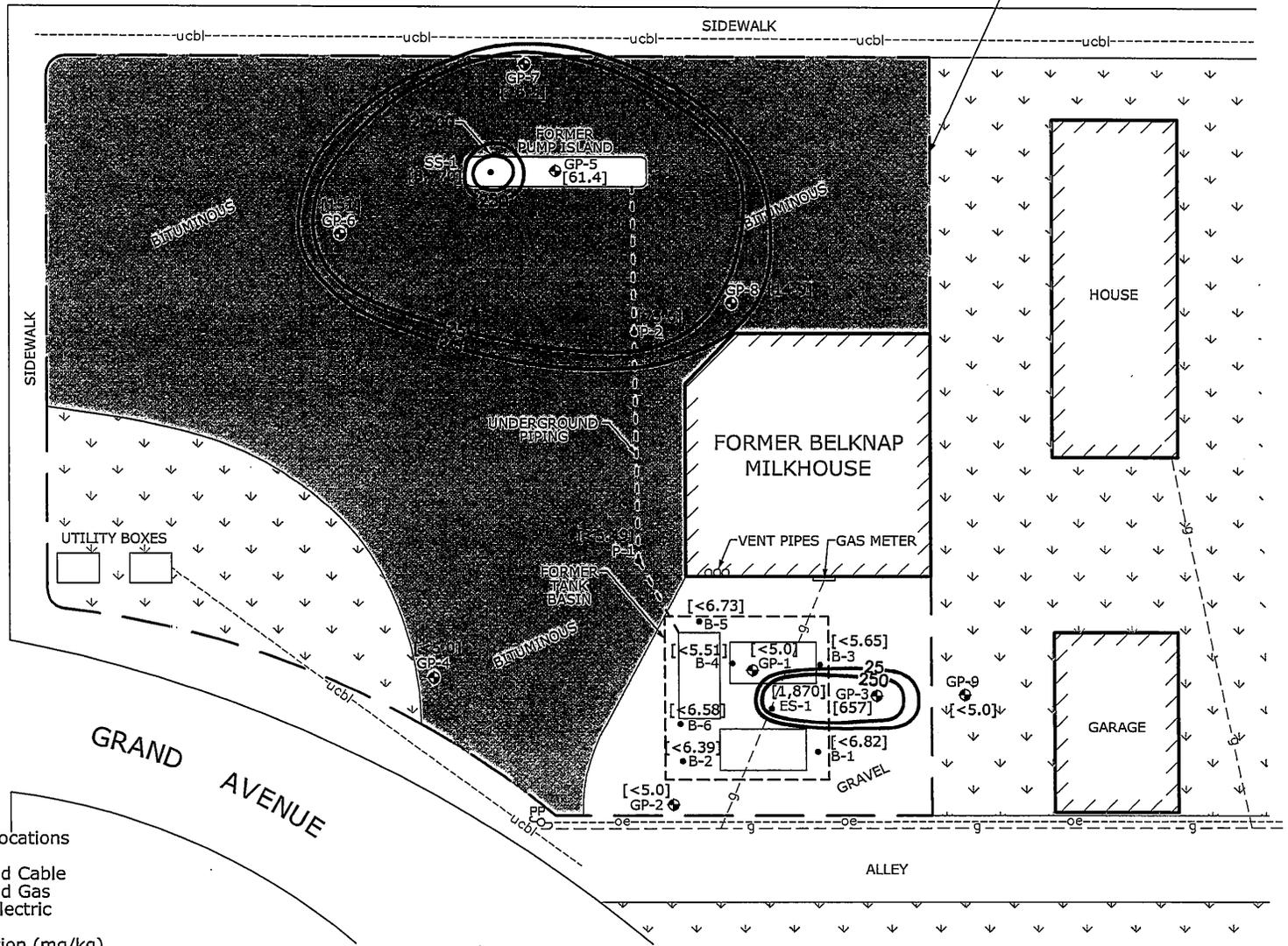
SITE INVESTIGATION REPORT  
 Belknap Milkhouse  
 1024 Belknap Street  
 Superior, Wisconsin 54880  
 Carlson Project No.: 2018-00

FIGURE 1  
 SITE LOCATION MAP

BELKNAP STREET

PROPERTY BOUNDARY

LAMBORN AVENUE



LEGEND

- GP-3 ● Denotes Geoprobe Locations
- ↓ Denotes Grass Area
- ucbl--- Denotes Underground Cable
- g--- Denotes Underground Gas
- oe--- Denotes Overhead Electric
- PP<sup>o</sup> Denotes Power Pole
- [<5.0] Soil GRO Concentration (mg/kg)
- 25 — Soil GRO Isoconcentration Contour

SITE INVESTIGATION REPORT  
 Belknap Milkhouse  
 1024 Belknap Street  
 Superior, Wisconsin 54880  
 Carlson Project No.: 2018-00

FIGURE 3  
 GRO ISOCONCENTRATION MAP



**Table 1**  
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 1024 Belknap Avenue, Superior, Wisconsin  
 BRRTS # 03-16-219979      COMM # 54880281024

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Notes: All concentrations are listed in µg/kg (ppb) unless otherwise stated; Site soils are primarily dense clay material with hydraulic conductivities typically less than  $1 \times 10^{-6}$  cm/s

MTBE = methyl tert-butyl ether; TMB = trimethylbenzene; GRO = gasoline range organics; WDNR RCLs = Wisconsin Department of Natural Resources (WDNR) Residual Contaminant Level (RCL); NS = No standard; **Bold** indicates concentrations which exceed the WDNR RCLs

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Mr. Jeff Vito  
 City of Superior - Director of  
 Development & Government Affairs  
 1316 N 14th St.  
 Superior, WI 54880

2. Article Number

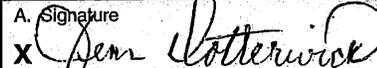
(Transfer from service label)

7009 1410 0002 0107 9829

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X


 Agent Addressee

B. Received by (Printed Name)

J DOTTERWICK

C. Date of Delivery

3/9/11

D. Is delivery address different from item 1?  YesIf YES, enter delivery address below:  No

3. Service Type

 Certified Mail Express Mail Registered Return Receipt for Merchandise Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee)

 Yes