

# GIS REGISTRY

## Cover Sheet

July, 2008  
(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:

Groundwater Contamination > ES (236)

Contamination in ROW

Off-Source Contamination

*(note: for list of off-source properties  
see "Impacted Off-Source Property")*

Soil Contamination > \*RCL or \*\*SSRCL (232)

Contamination in ROW

Off-Source Contamination

*(note: for list of off-source properties  
see "Impacted Off-Source Property")*

#### Land Use Controls:

Soil: maintain industrial zoning (220)

*(note: soil contamination concentrations  
between residential and industrial levels)*

Structural Impediment (224)

Site Specific Condition (228)

Cover or Barrier (222)

*(note: maintenance plan for  
groundwater or direct contact)*

Vapor Mitigation (226)

Maintain Liability Exemption (230)

*(note: local government or economic  
development corporation)*

**Monitoring wells properly abandoned? (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 #:  PARCEL ID #:

ACTIVITY NAME:  WTM COORDINATES: X:  Y:

**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.)
- 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 #:** --      **Title:** **Certified Survey Map 3665**
- 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 8.5 x 14 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 #:** **A-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 #:** **E-1**      **Title:** **Site Map**
- 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 #:** --      **Title:** **Remaining Soil Contamination**

BRRTS #: 03-58-000568

ACTIVITY NAME: MARKETPLACE FOODS (MEAT PALACE)

**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 #:**                      **Title: Not Provided**
- Figure #:**                      **Title:**
- 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 Map September 24, 2002 & December 12, 2002**
- 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: Groundwater Flow Map September 24, 2002**
- Figure #:** --                      **Title: Groundwater Flow Map December 12, 2002**

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

Tables must be no larger than 8.5 x 14 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 #:** D-2                      **Title: Nonaqueous Analytical Results - Soil Borings**
- 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: Hayward Marketplace Groundwater Results**
- 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: Hayward Marketplace Groundwater Elevations**

**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 #: 03-58-000568

ACTIVITY NAME: MARKETPLACE FOODS (MEAT PALACE)

## NOTIFICATIONS

### Source Property

- 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.
- NA  **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.

- 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: 3**

- 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**

## Impacted Off-Source Property Information

Form 4400-246 (R 3/08)

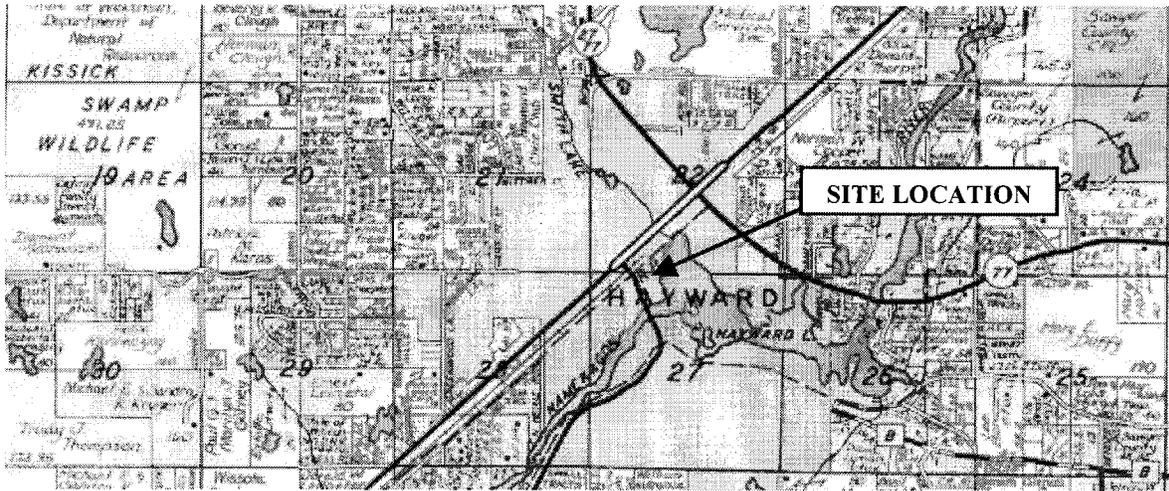
This fillable form is intended to provide a list of information that must be submitted for evaluation for case closure. It is to be used in conjunction with Form 4400-202, Case Closure Request (Section H). The closure of a case means that the Department has determined that no further response is required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

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BRRTS #:

ACTIVITY NAME:

ID	Off-Source Property Address	Parcel Number	WTM X	WTM Y
<input type="text" value="A"/>	<input type="text" value="10506 Wheeler Street (Bay Ave)"/>	<input type="text" value="236-104-03-1500"/>	<input type="text" value="405362"/>	<input type="text" value="616535"/>
<input type="text" value="B"/>	<input type="text" value="10498 Wheeler Street (Bay Ave)"/>	<input type="text" value="236-104-03-1300"/>	<input type="text" value="405360"/>	<input type="text" value="616517"/>
<input type="text" value="C"/>	<input type="text" value="10472 HWY 27"/>	<input type="text" value="236-941-27-2105 &amp; 236-941-27-2106"/>	<input type="text" value="405303"/>	<input type="text" value="616470"/>
<input type="text" value="D"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="E"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="F"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="G"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="H"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="I"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>



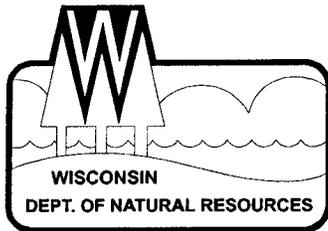
**Figure A-1  
Site Location Map**

**Hayward Marketplace Remediation Site and Affected Properties**

City of Hayward, Sawyer County, Wisconsin

NW ¼, NE ¼, NW ¼, Section 27, and SW ¼, SE ¼, SW ¼, Section 22, T41N-R9W

<i>Property Name</i>	<i>Property Address</i>	<i>Parcel Identification #</i>	<i>WTM Coordinates</i>
Marketplace Foods	10514 South Main Street (Dakota Avenue South)	236-941-22-3439	405298,616503
Chuck Tart	10506 Wheeler Street (Bay Avenue)	236-104-03-1500	405373,616549
Wilva Sahs	10498 Wheeler Street (Bay Avenue)	236-104-03-1300	405360,616517
Pastika's Sport Shop (Alan Rosenquist)	10472 St. Hwy 27	236-941-27-2105 236-941-27-2106	405265,616382



## State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

Jim Doyle, Governor  
Scott Hassett, Secretary  
William H. Smith, Regional Director

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

October 22, 2003

Marketplace Foods  
Attn: Mr. Al Lillegard  
330 S Main St  
Rice Lake, WI 54868

**SUBJECT:** Final Case Closure By Closure Committee  
Hayward Marketplace, 10514 S Main St (209 Dakota Ave S),  
Hayward, WI  
WDNR BRRTS #: 03-58-000568

Dear Mr. Lillegard:

On August 7, 2003, 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 August 15, 2003, you were notified that the Closure Committee had granted conditional closure to this case.

On October 22, 2003, the Department received correspondence indicating that you have complied with the conditions of closure, specifically, submittal of your check for \$200 and additional materials needed for 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>.

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*



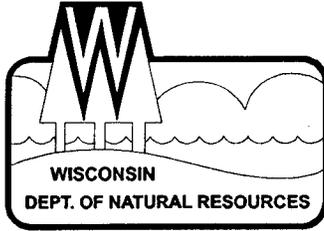
Sincerely,  
NORTHERN REGION



Janet Kazda  
Remediation and Redevelopment Program

cc: File  
Chris Saari, Ashland

Sharon Masek  
Cooper Engineering Co., Inc  
PO Box 230  
Rice Lake, WI 54868-0230



## State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

Jim Doyle, Governor  
Scott Hassett, Secretary  
William H. Smith, Regional Director

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

August 15, 2003

Marketplace Foods  
Attn: Mr. Al Lillegard  
330 S Main St  
Rice Lake, WI 54868

Subject: Conditional Case Closure  
Hayward Marketplace, 10514 S Main St (209 Dakota Ave S),  
Hayward, Wisconsin  
WDNR BRRTS # 03-58-000568  
PECFA #54843-0826-02

Dear Mr. Lillegard:

On August 7, 2003, your request for closure of the case described above was reviewed by the Northern Region Closure Committee. The 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 Closure Committee has determined that the fuel oil and diesel contamination on the site appears to have been investigated and remediated to the extent practicable under site conditions. Your case has been remediated to Department standards in accordance with s. NR 726.05, Wis. Adm. Code and will be closed if the following conditions are satisfied:

1. The monitoring wells at the site must be properly abandoned in compliance with ch. NR 141, Wis. Adm. Code. Documentation of well abandonment must be submitted to me on Form 3300-5B found at [www.dnr.state.wi.us/org/water/dgw/gw/](http://www.dnr.state.wi.us/org/water/dgw/gw/) or provided by the Department of Natural Resources.
2. To close this site, the Department requires that a deed restriction be signed and recorded to address the issue of the remaining soil contamination associated with the site. The purpose of the restriction is to 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.

You will need to submit a draft deed restriction to me before the document is signed and recorded. You may find a model deed restriction enclosed for your use or visit our web site at [www.dnr.state.wi.us/org/rr](http://www.dnr.state.wi.us/org/rr). To assist us in our review of the deed restriction, you should submit a copy of the property deed to me along with the draft document. After the Department of Natural Resources has reviewed the draft document for completeness, you should sign it if you own the property, or have the appropriate property owner sign it, and have it recorded by the Sawyer County Register of Deeds. Then you must submit a copy of the recorded document, with the recording information stamped on it, to me. Please be aware that if a deed restriction is recorded for the wrong property because of an inaccurate legal description that you have

provided, you will be responsible for recording corrected documents at the Register of Deeds Office to correct the problem.

3. Due to the presence of residual soil contamination at the site in excess of NR 720 Residual Contaminant Levels (RCLs), the Department requires that the site be listed on the GIS Registry of Contaminated Sites for soils. Your consultant has already submitted materials required for the Groundwater GIS Registry, and you have paid the fee for the Groundwater Registry. However, you will need to submit additional materials, along with your check for \$200 made out to the Department of Natural Resources, to cover the Soils Registry.

4. Along with GIS Registry materials related to soil contamination (the items checked on the enclosed list), your consultant should resubmit site maps after modifying them so that the groundwater plume does not cross onto the Kaufman property. All these materials should be submitted in hard copy, rather than electronically.

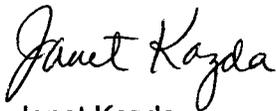
When the above conditions have been satisfied, your case will be closed. Your site will be listed on the DNR Remediation and Redevelopment GIS Registry of Closed Remediation Sites. Information that was submitted with your closure request application will be included on the registry. To review the sites 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 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.

We appreciate your efforts to restore the environment at this site. If you have any questions regarding this letter, please contact me at 715-365-8990.

Sincerely,  
NORTHERN REGION



Janet Kazda  
Remediation and Redevelopment Program

c: File  
Chris Saari, Ashland

Kristina Rehling  
Cooper Engineering  
PO Box 230  
Rice Lake, WI 54868

MARKETPLACE IGA, INC., A Wisconsin Corporation

quit-claims to FRANK J. BETCHKAL and DORIS E. BETCHKAL,  
husband and wife as joint tenants and nonresidents  
of Wisconsin

the following described real estate in Sawyer County,  
State of Wisconsin:

Register's Office }  
Sawyer County }  
Received for record the 22 day of  
June AD 1993 at 2:30 o'clock  
PM and recorded in vol. 570  
of Records on page 393  
E. J. ...  
Register

RETURN TO

TWP

Tax Parcel No: .....

Part of the South Half of the Southwest Quarter (S½SW¼) of Section Twenty-two (22),  
and part of the North Half of the Northwest Quarter (N½NW¼) of Section Twenty-seven  
(27), Township Forty-one (41) North, Range Nine (9) West, more particularly  
described as Lots One (1), Two (2), and Three (3) and Outlot One (1) of Certified  
Survey Map recorded in Volume Fifteen (15) on pages 69-71 in the Sawyer County  
Register of Deeds Office. All in the City of Hayward.

FEE  
# 9  
EXEMPT

Source  
Marketplace

This is not homestead property.  
(is) (is not)

Dated this 21st day of June, 1993

Pres. of MARKETPLACE IGA, INC.

Frank J. Betchkal

(SEAL)

(SEAL)

(SEAL)

(SEAL)

AUTHENTICATION

Signature(s) .....

authenticated this ..... day of ....., 19.....

TITLE: MEMBER STATE BAR OF WISCONSIN

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

THIS INSTRUMENT WAS DRAFTED BY

Duffy Law Office

Hayward, WI 54843

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

ACKNOWLEDGMENT

STATE OF WISCONSIN

Sawyer County, ss.

Personally came before me this 21st day of  
June, 1993 the above named

Frank J. Betchkal as Pres. of  
Marketplace IGA, Inc.

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

Jacqueline Amundson  
PUBLIC

Notary Public Sawyer County, Wis.

My Commission is per the State of Wisconsin expires

date: 11-20-1993

236593

City of Hayward, a political subdivision of the State of Wisconsin.

quit-claims to Frank J. Betchkal and Doris E. Betchkal, his wife, as joint tenants.

the following described real estate in Sawyer County, State of Wisconsin:

All that part of the S1/2 of the SW1/4 of Section 22, Township 41 North, Range 9 West and all that part of the N1/2 of the NW1/4 of Section 27, Township 41 North, Range 9 West described as Lot 3 of Certified Survey Maps, as recorded in Volume 15 of Certified Survey Maps, Pages 69-71, Survey No. 3665.

Exempt Section 77.25(2) & (13).

This Deed given pursuant to resolution passed by the City Council at its regular meeting held on July 12, 1993.

26 day of July 1993  
E. J. ...  
Recorder

RETURN TO

TWD

Tax Parcel No: .....

This is not homestead property. (is) (is not)

Dated this 21st day of July, 1993

City of Hayward (SEAL)

By: Loyal W. Towne (SEAL)

Loyal W. Towne, Mayor

(SEAL)

By: Rolf K. Williamson (SEAL)

Rolf K. Williamson, Clerk



ACKNOWLEDGMENT

STATE OF WISCONSIN

Sawyer County, ss.

Personally came before me this 21st day of July, 1993 the above named

Loyal W. Towne, Mayor and Rolf K. Williamson, Clerk for the City of Hayward

TITLE: MEMBER STATE BAR OF WISCONSIN

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

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

THIS INSTRUMENT WAS DRAFTED BY Howard E. Hanson, City Attorney

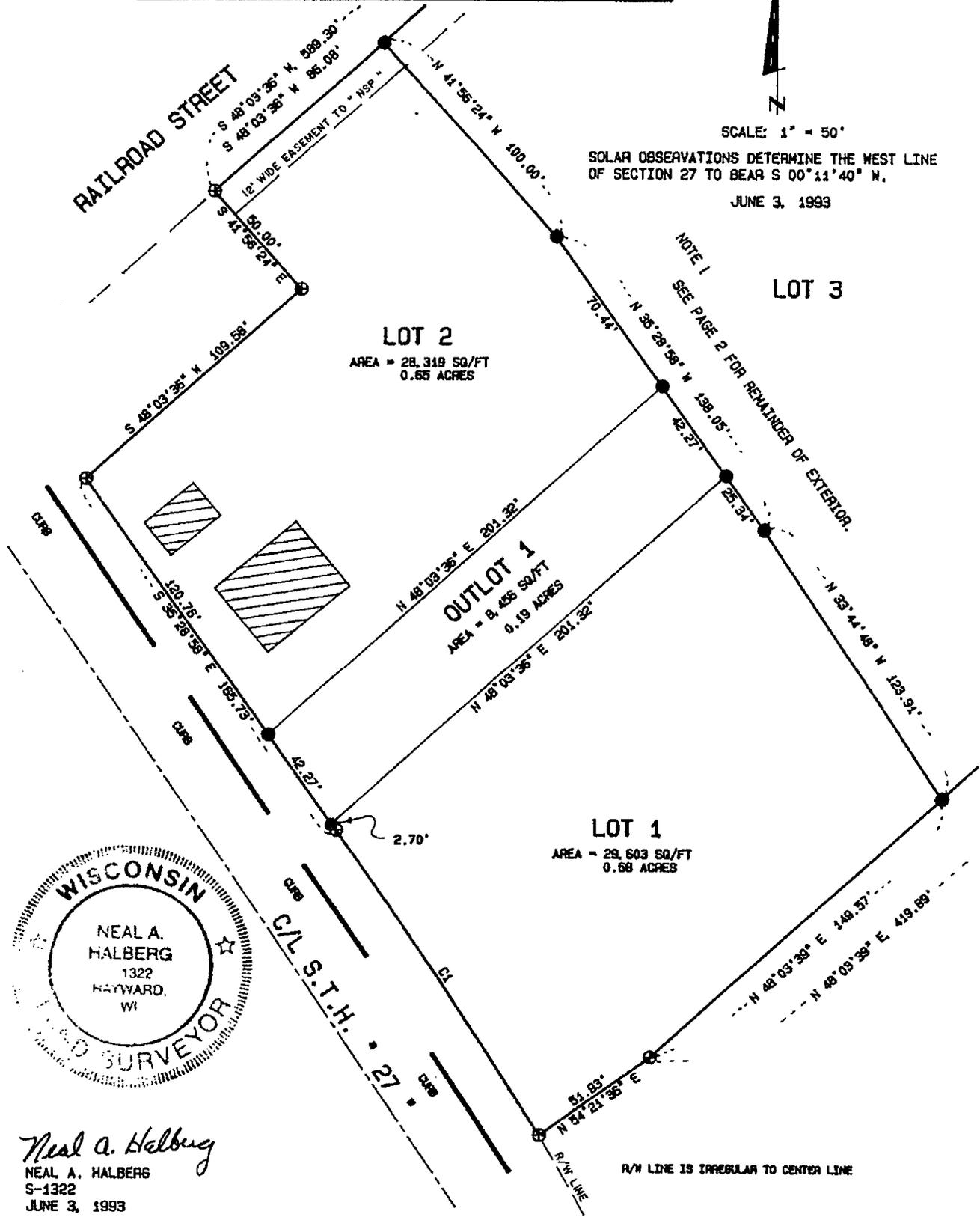
Howard E. Hanson, Notary Public, Sawyer County, Wis. My Commission is permanent.

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

VOL 513 PG 269

CURVE DATA TABLE

CURVE	ARC	DELTA	RADIUS	CHORD LENGTH	CHORD BEARING
C1	140.90	3° 28' 22"	2324.66	140.88	S 33° 44' 47" E



*Neal A. Halberg*  
 NEAL A. HALBERG  
 S-1322  
 JUNE 3, 1993

"SEE VOL 20 C.S. PGS 180-183"

<b>CERTIFIED SURVEY MAP</b> PART OF THE S1/2-SW1/4, SEC. 22, & PART OF THE N1/2-NW1/4, SEC. 27, ALL IN T41N, R9W, CITY OF HAYWARD, SANMYER COUNTY, WISCONSIN.	<b>LEGEND</b> ⊕ FOUND 1" IRON PIPE (UNLESS OTHERWISE NOTED) ⊕ FOUND 1 1/4" IRON PIPE ⊕ DENOTES FOUND 1 1/4" IRON PIPE ● SET 1 1/4"x30" IP WT=1.13 LB/FT	<b>HEART OF THE NORTH SURVEYING</b> OF HAYWARD INC. JUNE 3, 1993 RT. 10, BOX 251-A S132-7 HAYWARD, WISC. 54843 715-634-2442
		PAGE 1 OF 3

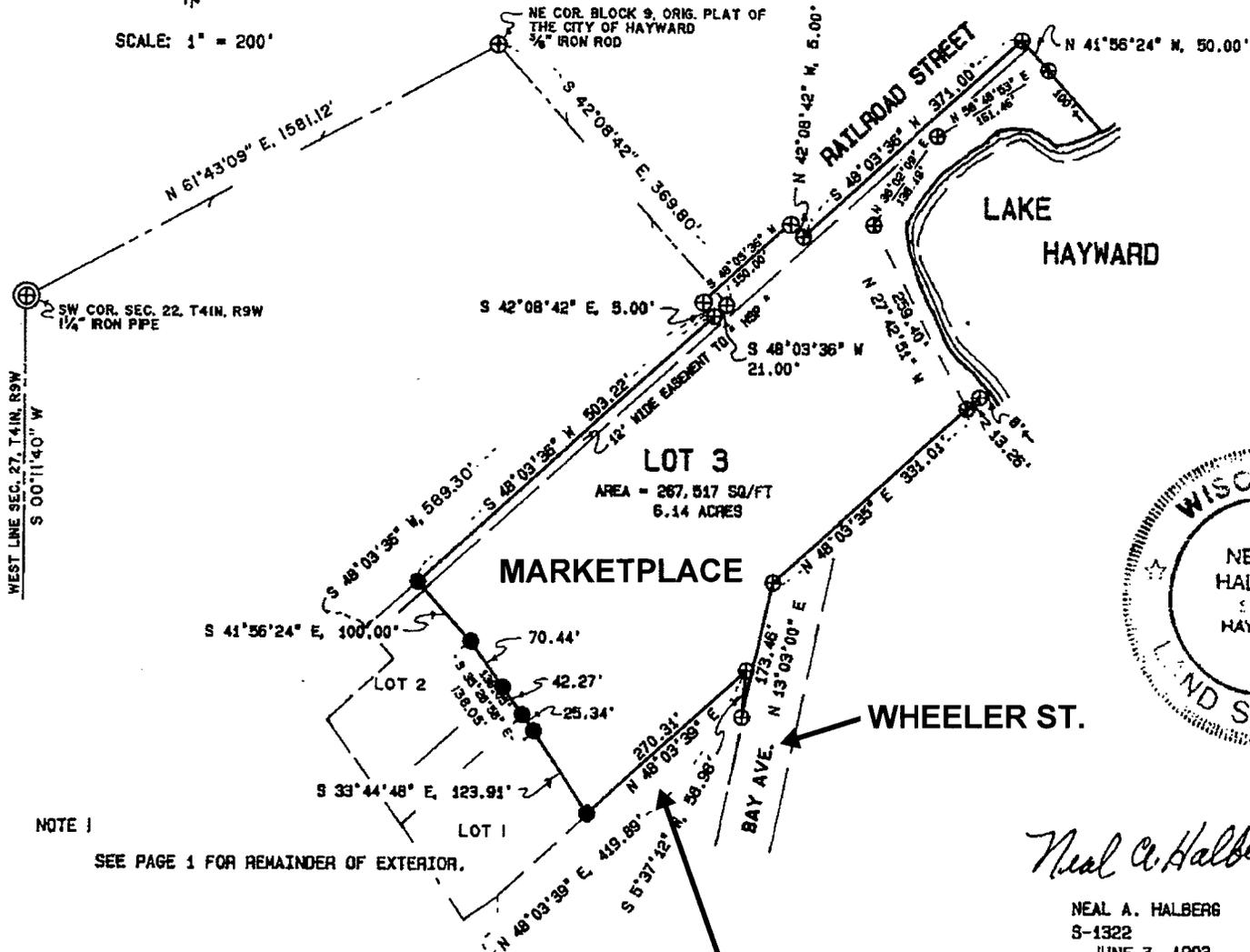
3665

69

SOLAR OBSERVATIONS DETERMINE THE WEST LINE OF SECTION 27 TO BEAR S 00°11'40" W.



SCALE: 1" = 200'



NOTE 1  
SEE PAGE 1 FOR REMAINDER OF EXTERIOR.

235474



*Neal A. Halberg*

NEAL A. HALBERG  
S-1322  
JUNE 3, 1993

Register's Office  
Sawyer County

Received for record this 4<sup>th</sup> day of July AD 1993 at 2:15 o'clock P.M. and recorded in vol. 15 of Certified Surveys on pages 69-71

*[Signature]* Register  
\_\_\_\_\_  
Deputy

I, NEAL A. HALBERG, Wisconsin Registered Land Surveyor hereby certify that in compliance with chapter 236.34 of the Wisconsin Statutes, I have surveyed and mapped the land herein described, and that in my opinion, this map is a correct representation of the survey made to the best of my knowledge and ability, and that this survey has been made under the direction of FRANK BETCHKAL, owner.

This land is located in part of the S1/2 of the SW1/4 of Section 22, and part of the N1/2 of the NW1/4 of Section 27, T 41 N, R 9 W, all in the City of Hayward, Sawyer County Wisconsin, described as follows.

Commencing at the Southwest corner of Section 22, T 41N R 9 W, Thence N 61°43'09" E, 1581.12 feet to the Northeast corner of Block 9, Original Plat of the City of Hayward, Thence S 42°08'42" E, 369.80 feet, Thence S 48°03'36" W, 21.00 feet to the Southeasterly right of way of Railroad Street and the ACTUAL POINT OF BEGINNING. Thence S 48°03'36" W, along said right of way, 589.30 feet, Thence S 41°56'24" E, 50.00 feet, Thence S 48°03'36" W, 109.58 feet to the Northeasterly right of way of State Trunk Highway "27" and "70", Thence along said right of way as follows; S 35°28'58" E, 165.73 feet, Thence 140.90 feet, along the arc of a curve to the right, (said curve having a radius of 2324.66 feet, a central angle of 3°28'22", and a chord bearing S 33°44'47 E, 140.88 feet), to the end of the Northeasterly right of way of State Trunk Highway "27" and "70", Thence N 54°21'36" E, 51.93 feet, Thence N 48°03'39" E, 419.89 feet, Thence S 5°37'12" W, 58.98 feet to the Northwesterly right of way of Bay Street, Thence N 13°03'00" E, along Bay Street, 173.46 feet, Thence N 48°03'35" E, 331.01 feet to a meander corner on the Westerly shore of Lake Hayward, Thence along the meander line of Lake Hayward as follows; N 27°42'51" W, 259.40 feet, Thence N 36°02'09" E 138.19 feet, Thence N 58°48'53" E, 161.46 feet to the end of said meander line, Thence N 41°56'24" W, 50.00 feet to the Southeast right of way of Railroad Street, Thence along said Southeasterly right of way as follows; S 48°03'36" W, 371.00 feet, Thence N 42°08'42" W, 5.00 feet, Thence S 48°03'36" W, 150.00 feet, Thence S 42°08'42" E, 5.00 feet back to the point of beginning and including all the land between the meander line and the waters edge of Lake Hayward between the parcel line extended to the waters edge of Lake Hayward. Subject to all existing easements and reservations of record.

This instrument drafted by  
Neal A. Halberg  
S-1322

*Neal A. Halberg*



Signed this 4 day of JUNE 1993, by *Paul K. Williamson*  
City of Hayward Clerk

DOCUMENT NO.  
196608

STATE BAR OF WISCONSIN FORM 3 - 1982  
QUIT CLAIM DEED

THIS SPACE RESERVED FOR RECORDING DATA

HELEN F. TART, an adult woman  
quit-claims to CHARLES W. TART, an adult man  
the following described real estate in Sawyer County,  
State of Wisconsin:

Register's Office }  
Sawyer County }  
Received for record the 7<sup>th</sup> day of  
August AD 1985 at 1:30 o'clock  
PM and recorded in vol. 377  
of Records on page 139  
E. Lewis J. [Signature]  
Register  
RETURN TO  
[Signature]

Lots Fifteen (15) and Sixteen (16), Block Three  
(3), Bayview Addition to the City of Hayward.

Tax Parcel No: .....

This deed is given pursuant to a divorce judgment entered on the  
25th day of July, 1985.

Tart

This is homestead property.  
(is) (is not)  
Dated this 30th day of July, 1985

(SEAL) [Signature] (SEAL)  
Helen F. Tart  
(SEAL) (SEAL)

AUTHENTICATION

Signature(s) .....  
authenticated this .....day of....., 19.....

ACKNOWLEDGMENT

STATE OF WISCONSIN  
Sawyer County, ss.  
Personally came before me this 30th day of  
July, 1985 the above named  
Helen F. Tart

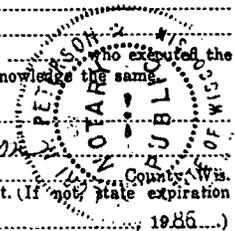
TITLE: MEMBER STATE BAR OF WISCONSIN

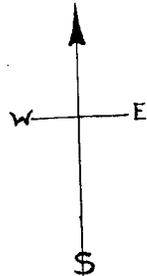
(If not, authorized by § 706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY  
Thomas W. Duffy  
Hayward, WI.

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

to me known to be the person who executed the  
foregoing instrument and acknowledge the same  
Notary Public Sawyer County, Wis.  
My Commission is permanent. (If not, state expiration  
date: April 27, 1986...)

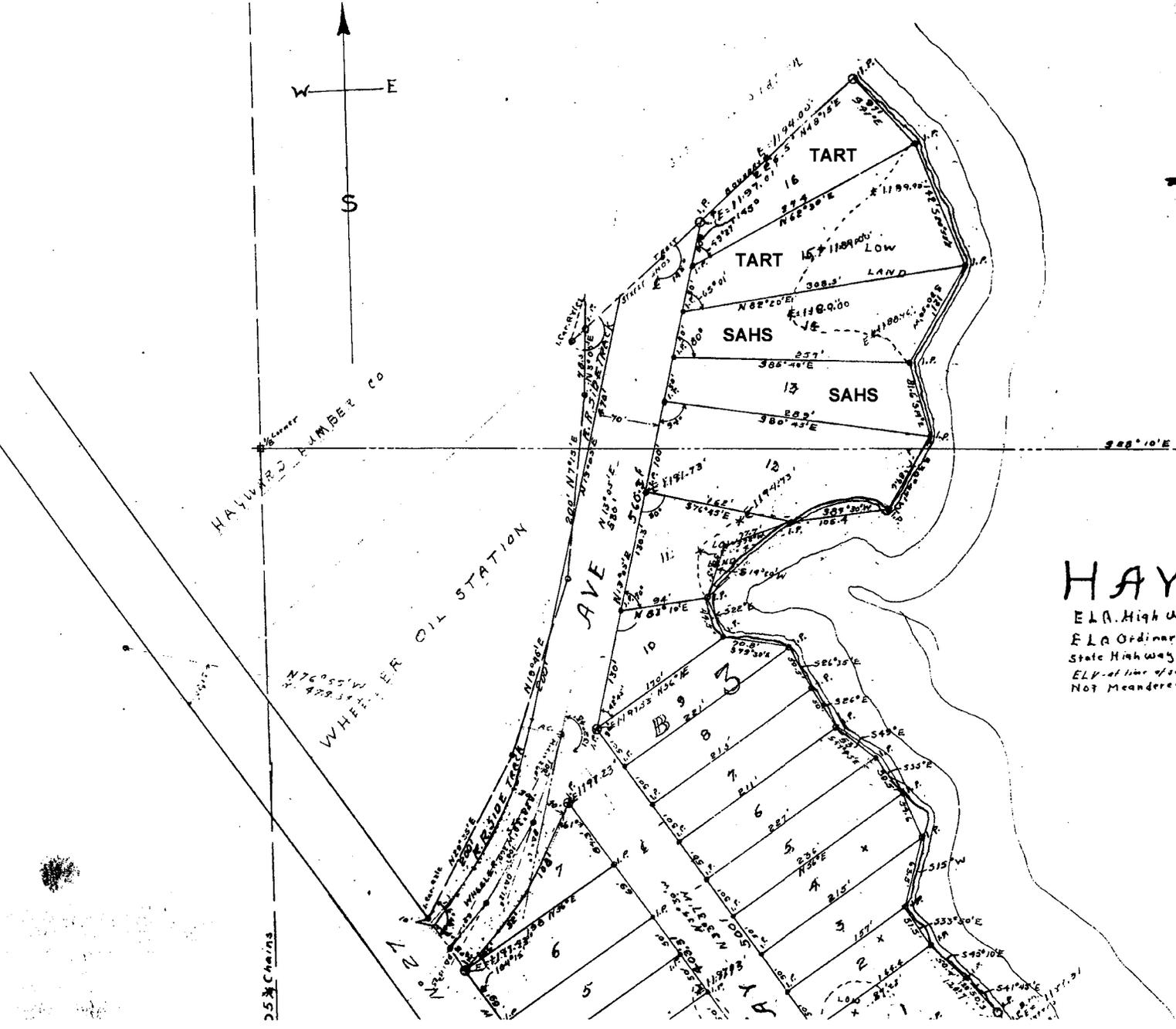




HAYWARD LUMBER CO

WHEELER OIL STATION

25 Chains



LAK

Sh...  
Sec 27

# HAYWARD

E.L.A. High Water 1189.31 Ft.  
E.L.A. Ordinary Water 1188.91 Ft.  
State Highway E.L.A. on 77.  
E.L.V. of line of survey was not  
Not Meandered

TO

NUMBER

101536

This Indenture, Made by John A. Keehner and Cornelia Keehner, husband and wife

grantor s, of Sawyer County, Wisconsin, hereby conveys and warrants to Martin H. Sahs and Wilva M. Sahs, husband and wife, as joint tenants the sum of One dollar and other valuable consideration the following tract of land in Sawyer County, State of Wisconsin:

Lots Thirteen (13) and Fourteen (14) in Block Three (3) of the Bayview Addition to the City of Hayward, according to the recorded plat thereof now on file in the office of the Register of Deeds for Sawyer County, Wisconsin, subject to any and all reservations of record. \$19.80 revenue stamps attached and cancelled.

Quentin Johnson del 6/18/56

IN WITNESS WHEREOF, the said grantor s have hereunto set their hand s and seal s this 27th day of August, A. D., 19 56.

Signed and Sealed in Presence of John A. Keehner (SEAL), John A. Keehner (SEAL), Cornelia Keehner (SEAL), Cornelia Keehner (SEAL)

STATE OF WISCONSIN, Sawyer County, ss. Personally came before me, this 27th day of August, A. D., 19 56,

the above named John A. Keehner and Cornelia Keehner, husband and wife

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

Received for Record this 28th day of August, A. D., 1956, at 11:00 o'clock A. M. Notarial Seal Affixed, My Commission expires 5-18-58, A. D., 19

NUMBER

101559

This Indenture, Made by Bernice Hacker, an adult woman

grantor s, of Sawyer County, Wisconsin, hereby conveys and warrants to Ruth Babe and Harold Babe, her husband as joint tenants the sum of One Dollar-Division of property the following tract of land in Sawyer County, State of Wisconsin:

Her one-half interest in and to: West half of the West half of the Northeast Quarter (W 1/2 W 1/2 NE 1/4) of Section Fifteen (15), Township Thirty-nine (39 North Range Nine (9) West.

96

IN WITNESS WHEREOF, the said grantor ha s hereunto set her hand and seal this 28th day of August, A. D., 19 56 .

Signed and Sealed in Presence of Bernice Hacker (SEAL), Bernice Hacker (SEAL), L. C. McLagan (SEAL), M. Lukes (SEAL), M. Lukes (SEAL)

STATE OF WISCONSIN, Sawyer County, ss. Personally came before me, this 28th day of August, A. D., 19 56,

the above named Bernice Hacker, an adult woman

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

Received for Record this 28th day of August, A. D., 1956, at 9:00 o'clock A. M. OFFICIAL SEAL AFFIXED, My Commission expires 1st Mar Jan, A. D., 19 57

Sahs

280713 TERMINATION OF DECEDENT'S PROPERTY INTEREST

Decedent's Name
MARTIN H. SAHS a/k/a DR. MARTIN HERMAN SAHS
Address of Decedent at Date of Death
10498 Wheeler Street, Hayward WI 54843
Date of Death October 2, 1999 Social Security Number 504-03-3048

PRESENTATION OF DEATH CERTIFICATE
I certify that I have viewed a certified copy of the decedent's death certificate.

Signature of Register of Deeds: Patricia Alderman
Date: 11-9-99

Interest in property is terminated under (please check appropriate statute):

X §867.045 which pertains to property in which the decedent was a joint tenant, had a vendor's or mortgagee's interest, or had a life estate.

§867.046 which pertains to (1) property of a decedent specified in a marital property agreement, and also to (2) survivorship marital property.

Presentation of recorded document establishing joint tenancy, life estate, survivorship marital property, vendor interest, or mortgagee interest in real estate.

This Deed is found in Volume 96, page 5, of (check one) Records Deeds X.

Description of the real estate.
Include only the extent of ownership (or vendor or mortgagee's interest) in land at the time of the decedent's death.

Lots Thirteen (13) and Fourteen (14) in Block Three (3) of the Bayview Addition to the City of Hayward according to the recorded plat thereof on file in the Office of the Register of Deeds for Sawyer County, Wisconsin, subject to any and all reservations as appear of record.

Description of personal property (if any) being transferred.
You may list savings accounts, checking accounts and securities on attached pages. Indicate person(s) receiving property.

DECLARATION: I declare that this document is, to the best of my knowledge and belief, true, correct and complete and is in conformity with the provisions and limitations of the Wisconsin Statutes.

Name and Address of Person Relationship Signature (Notarized) Date
Receiving Property to Decedent
Wilva M. Saha Wife Wilva M. Saha 11/9/99
P.O. Box 72, Hayward WI 54843



STATE OF WISCONSIN
)ss.
SAWYER COUNTY )

This document was drafted by
Ward Wm. Winton
Attorney at Law
P.O. Box 796, 15842 West Second Street
Hayward WI 54843
(715) 634-4450

Signed and sworn to before me on this day of
November, 1999, by the above named person.
Signature of Notary: Kay Brown Winton
My commission expires: 4/13/99

Register's Office Sawyer County
Received for record this 9 day of NOV A D 19 99 at 2:50 o'clock
M and recorded as vol. 691
of Records on page 18-19
Patricia Alderman Register
Deputy
Return To:
WARD WM. WINTON, ATTY
P.O. Box 796
Hayward, WI 54843
\$25.00
Parcel Identification Number (PIN)

6-189

268630

LAND CONTRACT

Document Number

Form 11

CONTRACT, by and between LEON PASTIKA, a/k/a Leon Francis Pastika and BETTY PASTIKA, a/k/a Betty Ann Pastika, a/k/a Betty Ann H. Pastika, husband and wife, as survivorship marital property ("Vendor", whether one or more) and ALAN L. ROSENQUIST and SUSAN M. ROSENQUIST, 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 Sawyer County, State of Wisconsin:

Register's Office } ss  
Sawyer County

Received for record this 18 day of JUNE A D 19 98 at 9 o'clock A M and recorded as vol. 637 of Records on page 7-9  
*Jefferson Anderson*  
Register

Deputy

Recording Area \$14.00  
Name and Return Address

M. Kelsey - Atty

236-941-27-2105 & 236-941-27-2106  
(Parcel Identification Number)

SEE ATTACHED EXHIBIT A FOR LEGAL DESCRIPTION.

TRANSFER  
\$ 720.30  
FEE

*Pastika*

This is not homestead property.

Purchaser agrees to purchase the Property and to pay to Vendor as designated, the sum of \$385,000.00 in the following manner: (a) \$80,000.00 at the execution of this Contract; and (b) the balance of \$ 305,000.00, together with interest from date hereof on the balance outstanding from time to time at the rate of 7.87% percent per annum until paid in full, as follows:

Monthly payments of interest only in the amount of \$2,000.00. The first payment is to be made one month from the date of this contract and monthly thereafter provided the entire outstanding principal balance and accrued interest, if any, shall be paid in full four (4) years from the date of this contract.

Provided, however, the entire outstanding balance shall be paid in full on or before the # day of #, 19## (the maturity date).

Following any default in payment, interest shall accrue at the rate of 7.87% 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 reasonably anticipated annual taxes, special assessments, fire and required insurance premiums when 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.

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 been 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: subject to easements, exceptions, restrictions and reservations of record.

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 date of closing.

See Vol 706 pg 325-37

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 full insurable value, 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 tenantable 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: n/a

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 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 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 16 day of June, 1998.

Leon Pastika  
\*Leon Pastika, a/k/a Leon Francis Pastika Vendor

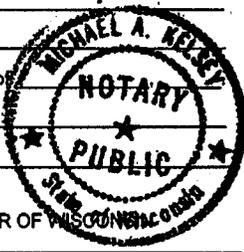
Betty Pastika  
\*Betty Pastika, a/k/a Betty Ann Pastika, Vendor  
a/k/a Betty Ann H. Pastika

Alan L. Rosenquist  
\*Alan L. Rosenquist Purchaser

Susan M. Rosenquist  
\*Susan M. Rosenquist Purchaser

AUTHENTICATION

Signature(s) \_\_\_\_\_  
authenticated this \_\_\_\_\_ day of \_\_\_\_\_  
signature \_\_\_\_\_  
type or print name \_\_\_\_\_  
TITLE: MEMBER STATE BAR OF WISCONSIN  
(If not, \_\_\_\_\_  
authorized by § 706.06, Wis. Stats.)



ACKNOWLEDGMENT

STATE OF WISCONSIN  
SAWYER COUNTY  
Personally came before me this 16<sup>th</sup> day of June, 1998  
the above named Leon Pastika, Betty Pastika, Alan L. Rosenquist and Susan M. Rosenquist, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.  
signature \_\_\_\_\_  
type or print name Michael A. Kelsey  
Notary Public Sawyer County, WI  
My commission is permanent. (If not, state expiration date: \_\_\_\_\_)

\*Names of persons signing in any capacity should be typed or printed below their signatures.

THIS INSTRUMENT WAS DRAFTED BY  
Attorney Michael A. Kelsey  
State Bar No. 01013300

**EXHIBIT A**  
**Legal Description**

That part of the Northeast Quarter of the Northwest Quarter (NE 1/4 NW 1/4), Section Twenty-seven (27), Township Forty-one (41) North, Range Nine (9) West, described as follows: Commencing at a point that is on the South side of Iowa Avenue, extended southeasterly 730 feet from the southeast corner of Block 8, Original Plat of the City of Hayward; thence southwesterly, parallel with First Street of said City, 120 feet to an iron stake; thence southeasterly, parallel with Iowa Avenue 58.3 feet to the point of beginning; thence on the same line extended 69 feet; thence angle  $97^{\circ}45'$  to the right and run 284.5 feet to the north side of State Trunk Highway #27; thence angle  $90^{\circ}13'$  to the right an run along the north east side of said highway 60 feet; thence angle  $87^{\circ}56'$  to the right and run 275.3 feet back to the point of beginning.

That part of the Northeast Quarter of the Northwest Quarter (NE 1/4 NW 1/4), Section Twenty-seven (27), Township Forty-one (41) North, Range Nine (9) West, described as follows: Commencing at a point on the south side of Iowa Avenue, extended southeasterly 730 feet from the southeast corner of Block 8, Original Plat of the City of Hayward; thence southwesterly, parallel with First St. of said City 120 feet, to the point of beginning; thence on the same line extended 269.5 feet to the northeast side of State Trunk Highway #27; thence angle to the left  $82^{\circ}02'$  and run along the side of said highway 30 feet; thence angle to the left  $92^{\circ}04'$  and run 275.3 feet; thence angle to the left  $95^{\circ}54'$  and run parallel with Iowa Ave., 58.3 feet, back to the point of beginning.

Also that part of said NE 1/4 NW 1/4, described as follows: Commencing at the intersection of the centerline of the main line of the Chicago, St. Paul, Minneapolis and Omaha Railroad and the northeast boundary line of State Trunk Highway #27; thence running variation  $S39^{\circ}16'E$ , along the northeast boundary of said highway, 413.8 feet, to an iron stake; the place of beginning; thence running variation  $N43^{\circ}06'E$ , parallel with said railroad track, 52.6 feet, to an iron stake; thence running variation  $S49^{\circ}24'W$ , 52.1 feet, to an iron stake; thence running variation  $S39^{\circ}16'E$ , 6 feet, to the point of beginning.

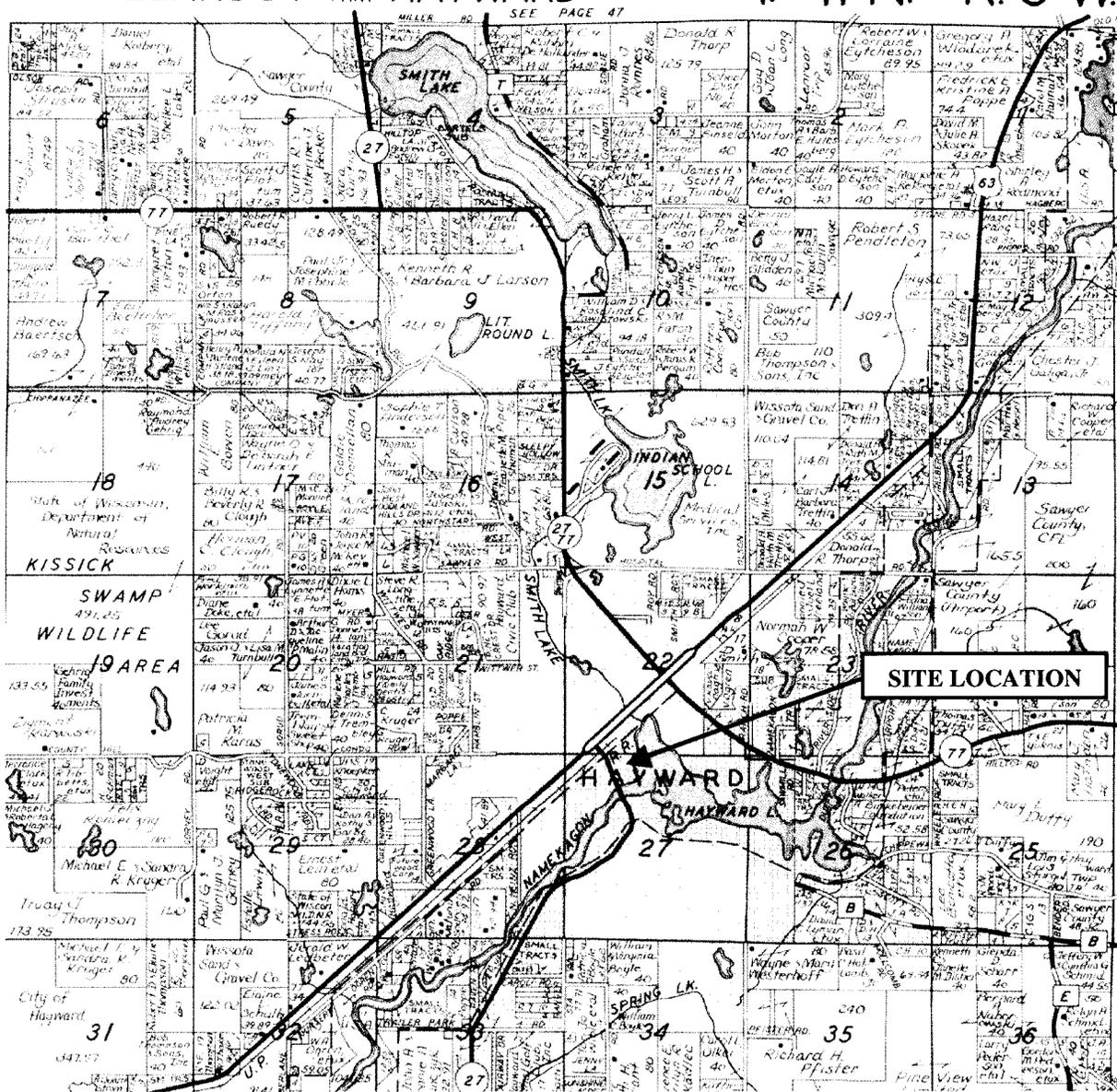


Figure A-1

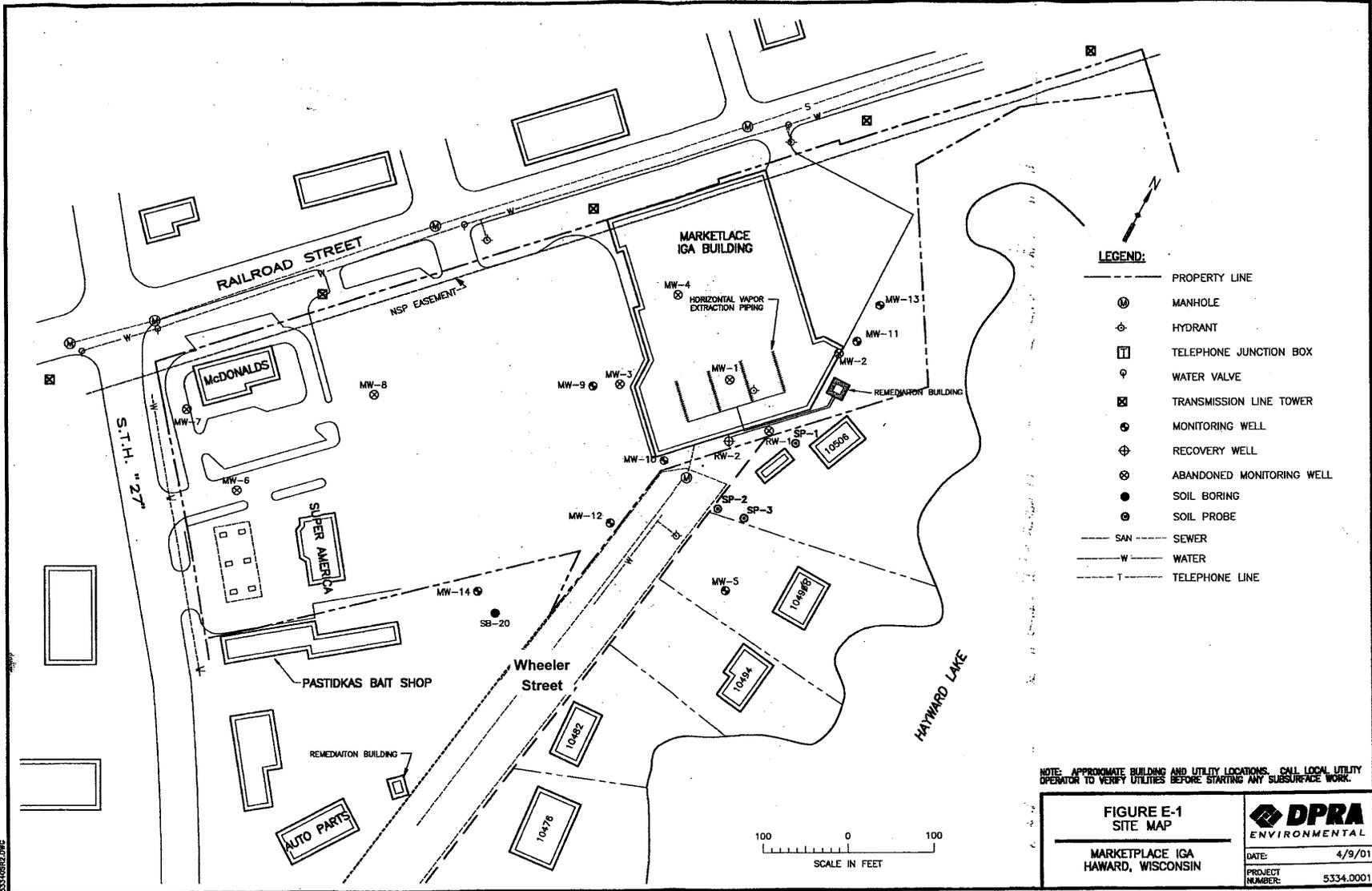
Site Location Map

Hayward Marketplace Remediation Site and Affected Properties

City of Hayward, Sawyer County, Wisconsin

NW ¼, NE ¼, NW ¼, Section 27, and SW ¼, SE ¼, SW ¼, Section 22, T41N-R9W

Property Name	Property Address	Parcel Identification #	WTM Coordinates
Marketplace Foods	10514 South Main Street (Dakota Avenue South)	236-941-22-3439	405298,616503
Chuck Tart	10506 Wheeler Street (Bay Avenue)	236-104-03-1500	405373,616549
Wilva Sahs	10498 Wheeler Street (Bay Avenue)	236-104-03-1300	405360,616517
Pastika's Sport Shop (Alan Rosenquist)	10472 St. Hwy 27	236-941-27-2105 236-941-27-2106	405265,616382

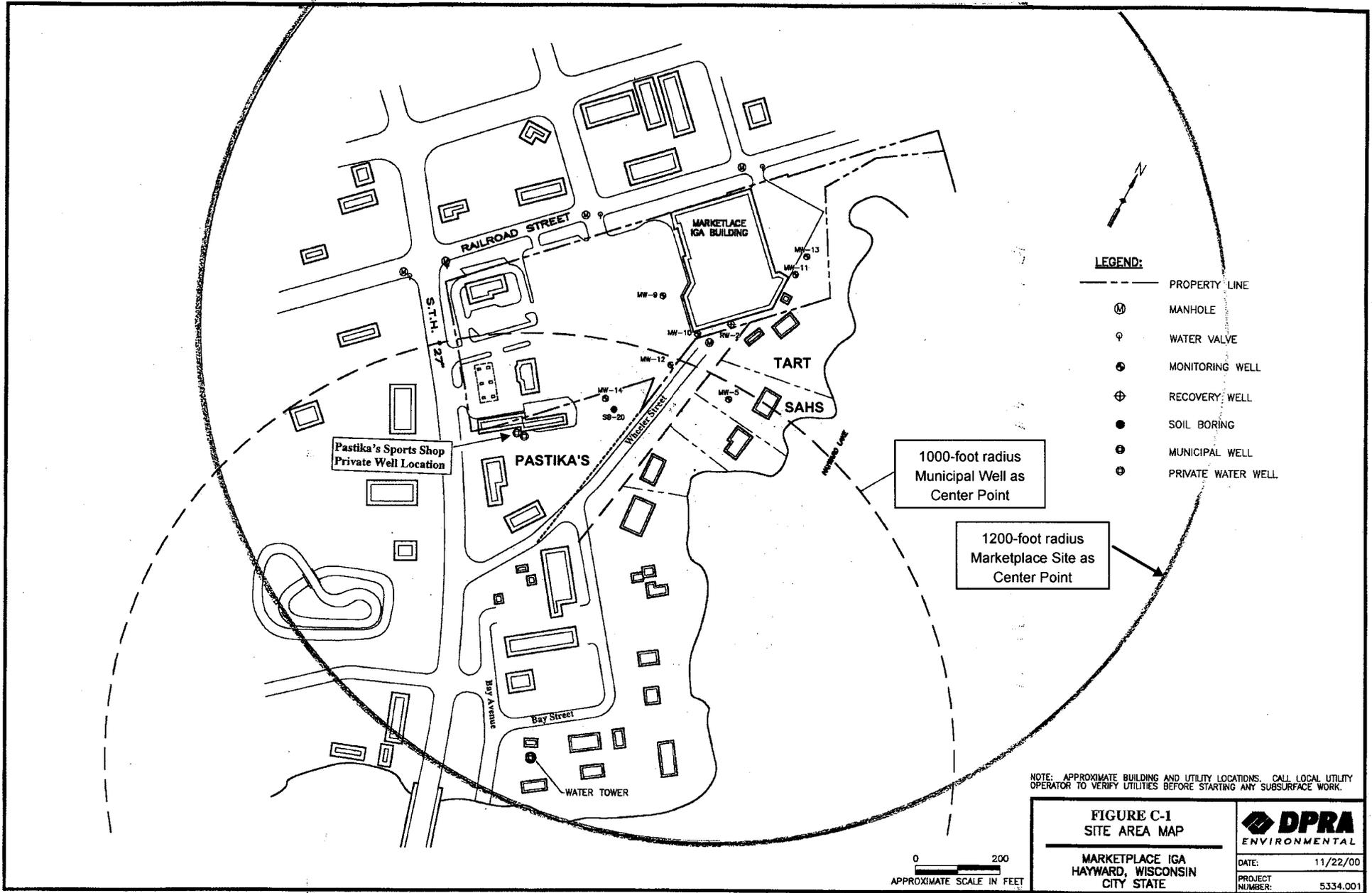


- LEGEND:**
- PROPERTY LINE
  - ⊙ MANHOLE
  - ⊕ HYDRANT
  - ☐ TELEPHONE JUNCTION BOX
  - ⊕ WATER VALVE
  - ⊠ TRANSMISSION LINE TOWER
  - ⊙ MONITORING WELL
  - ⊕ RECOVERY WELL
  - ⊙ ABANDONED MONITORING WELL
  - SOIL BORING
  - ⊙ SOIL PROBE
  - SAN SEWER
  - W WATER
  - T TELEPHONE LINE

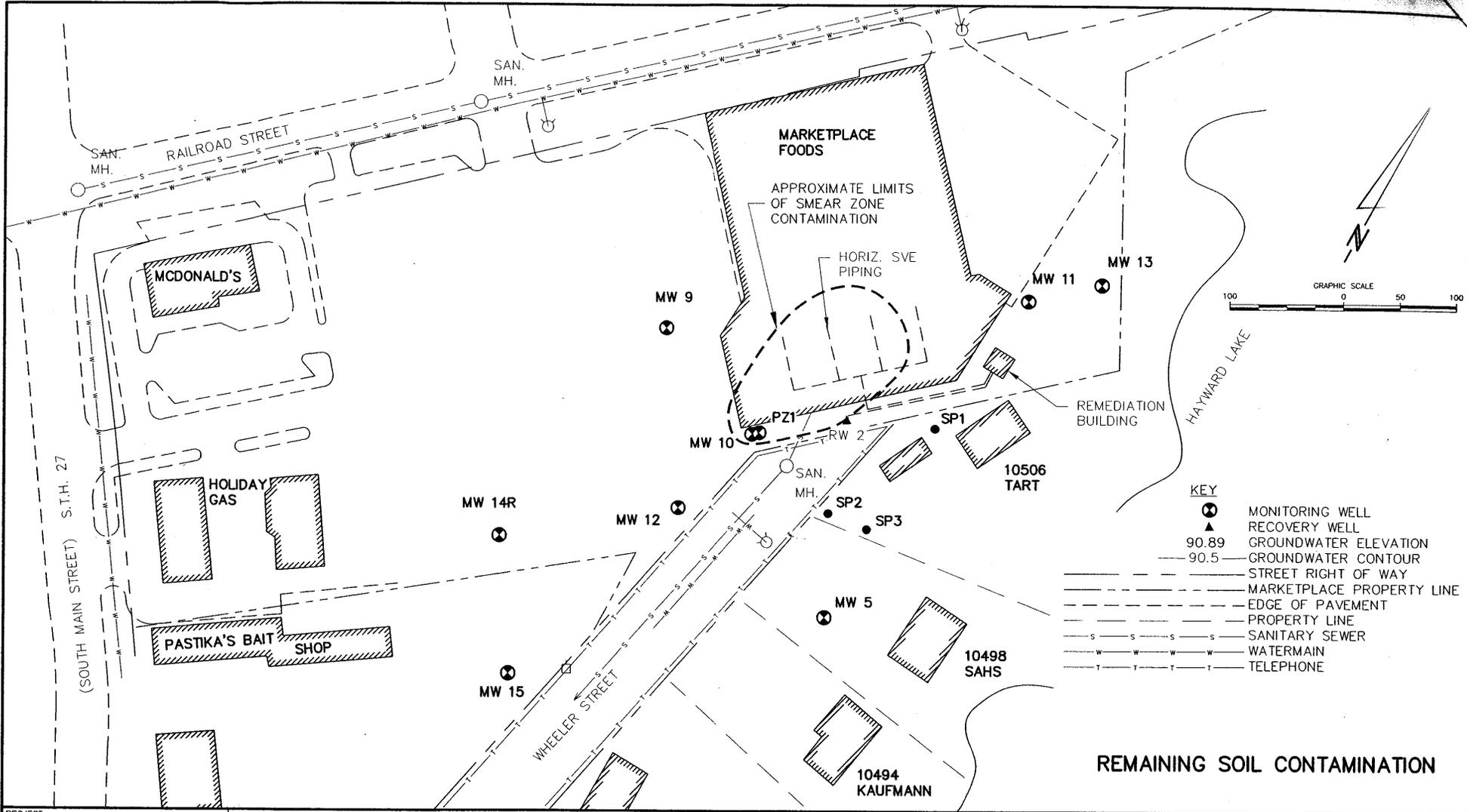
NOTE: APPROXIMATE BUILDING AND UTILITY LOCATIONS. CALL LOCAL UTILITY OPERATOR TO VERIFY UTILITIES BEFORE STARTING ANY SUBSURFACE WORK.

<b>FIGURE E-1 SITE MAP</b>		<b>D P R A</b> ENVIRONMENTAL
MARKETPLACE IGA HAWARD, WISCONSIN		
DATE:	4/9/01	
PROJECT NUMBER:	5334.0001	

53340001.DWG



5334.001



PROJECT MANAGER SHARON MASEK  
 CHECKED BY:  
 APPROVED BY:

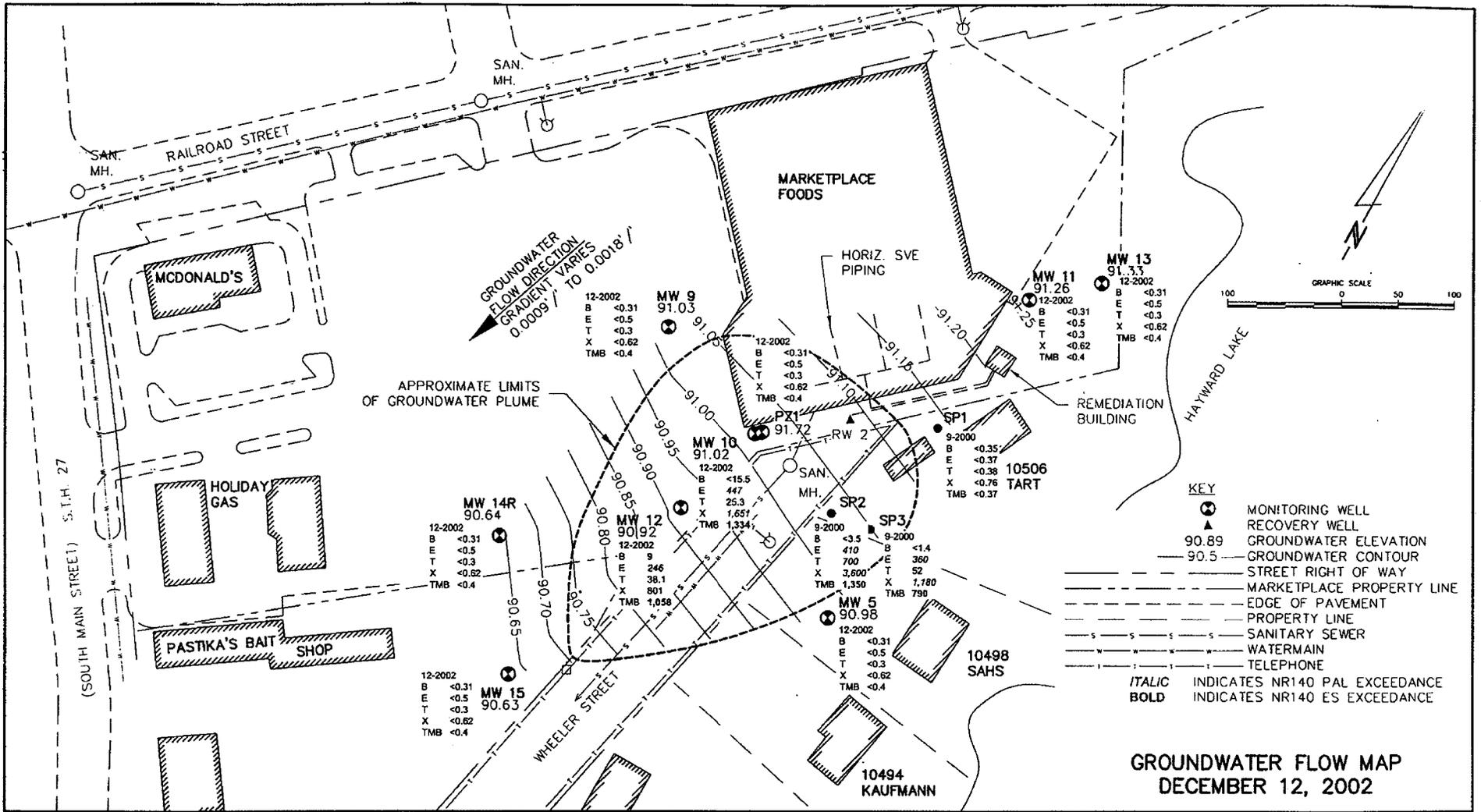
**COOPER ENGINEERING**  
 310 WEST SOUTH STREET, P.O. BOX 230  
 RICE LAKE, WISCONSIN 54868-0230  
 TELEPHONE (715) 234-7008  
 FAX (715) 234-1025

**MARKETPLACE FOODS  
 HAYWARD, WISCONSIN**

SHEET DESCRIPTION  
 SITE SKETCH

DATE 6-14-02	DRAWN BY D.N.	
SCALE 1" = 100'	PROJECT NO. 01373099	SHEET NO. 1





PROJECT MANAGER SHARON MASEK  
 CHECKED BY:  
 APPROVED BY:

**COOPER ENGINEERING**  
 310 WEST SOUTH STREET, P.O. BOX 230  
 RICE LAKE, WISCONSIN 54868-0230  
 TELEPHONE (715) 234-7008  
 FAX (715) 234-1025

**MARKETPLACE FOODS**  
**HAYWARD, WISCONSIN**

SHEET DESCRIPTION  
 SITE SKETCH

DATE 6-14-02	DRAWN BY D.N.	
SCALE 1" = 100'	PROJECT NO. 01373099	SHEET NO. 1

TABLE D-2

## NONAQUEOUS ANALYTICAL RESULTS - SOIL BORINGS

Marketplace IGA  
Highways 63 & 27  
Hayward, Wisconsin

<u>Boring</u>	<u>Date Sampled</u>	<u>Sample Depth feet</u>	<u>Benzene mg/kg</u>	<u>Ethyl-benzene mg/kg</u>	<u>Toluene mg/kg</u>	<u>Xylenes mg/kg</u>	<u>MTBE mg/kg</u>	<u>GRO mg/kg</u>	<u>DRO mg/kg</u>	<u>1,2,4-Tri-methyl benzene mg/kg</u>	<u>1,3,5-Tri-methyl-benzene mg/kg</u>
ST-1 <sup>1</sup>	02/26/92	5.0	ND	ND	ND	ND	ND	---	ND	ND	ND
ST-2 <sup>1</sup>	02/26/92	7.5	0.90	2.8	2.7	10	ND	---	1,000	29	12
ST-3 <sup>1</sup>	02/26/92	7.5	0.50	ND	ND	ND	ND	---	7,800	ND	ND
ST-8 <sup>1</sup>	02/26/92	10.0	0.5	65.0	93.0	270.0	ND	---	7,800	110.0	72.0
ST-9 <sup>1</sup>	02/26/92	10.0	0.4	13.0	2.9	110.0	ND	---	7,400	75.0	45.0
ST-10 <sup>1</sup>	02/26/92	10.0	ND	6.9	ND	20.0	ND	---	45,000	91.0	46.0
ST-11 <sup>1</sup>	02/26/92	2.5/10.0 <sup>2</sup>	0.3	14.0	14.0	96.0	ND	---	6,200	41.0	24.0
ST-12 <sup>1</sup>	02/25/92	10.0	ND	ND	ND	ND	ND	---	ND	ND	ND
ST-14 <sup>1</sup>	02/26/92	12.5	ND	ND	ND	ND	ND	---	ND	ND	ND
ST-15 <sup>1</sup>	02/26/92	10.0	ND	ND	ND	ND	ND	---	ND	ND	ND
ST-16 <sup>1</sup>	02/27/92	15.0	ND	ND	ND	ND	ND	---	ND	ND	ND
MW-1	05/06/92	7 - 9	0.23	2.6	2.1	13.0	0.54	280	350	11.0	4.6
MW-2	05/06/92	7 - 9	ND	ND	ND	ND	0.49	ND	ND	ND	ND
MW-3	05/06/92	7 - 9	ND	ND	ND	ND	0.49	ND	ND	ND	ND
MW-4	05/07/92	7 - 9	ND	ND	ND	0.074	0.06	ND	ND	0.14	ND
MW-5	05/07/92	2 - 4	ND	ND	ND	ND	ND	ND	ND	0.08	ND
MW-6	05/07/92	7-9	ND	ND	ND	ND	ND	---	ND	ND	ND
MW-7	05/07/92	7-9	ND	ND	ND	ND	ND	---	ND	ND	ND
MW-8	05/07/92	7-9	ND	ND	ND	ND	ND	---	ND	ND	ND

TABLE D-2  
(continued)

NONAQUEOUS ANALYTICAL RESULTS - SOIL BORINGS

Marketplace IGA  
Highways 63 & 27  
Hayward, Wisconsin

Boring	Date Sampled	Sample Depth feet	Benzene mg/kg	Ethyl-benzene mg/kg	Toluene mg/kg	Xylenes mg/kg	MTBE mg/kg	GRO mg/kg	DRO mg/kg	1,2,4-Tri-methyl benzene mg/kg	1,3,5-Tri-methyl-benzene mg/kg
MW-9	10/07/93	6 - 8	ND	ND	ND	ND	ND	ND	ND	ND	ND
MW-10 <sup>3</sup>	10/07/93	10 - 12	ND	0.066	ND	0.16	ND	12	160 <sup>4</sup>	0.20	0.14
MW-11	10/07/93	6 - 8	ND	ND	ND	ND	ND	ND	ND	ND	ND
MW-12	04/22/96	6 - 8	ND	ND	0.034	ND	ND	ND	ND	ND	ND
MW-13	04/22/96	4 - 6	ND	ND	0.036	ND	ND	ND	ND	ND	ND
RW-1	05/07/92	4.5 - 6.5	ND	ND	ND	ND	ND	ND	ND	ND	ND
RW-2 <sup>3</sup>	10/07/93	8 - 10	3.5	20	27	120	ND	3,400	15,000 <sup>4</sup>	88	35
B-11	05/07/92	4.5-6.5	ND	ND	ND	ND	ND	---	ND	ND	ND
B-12	02/16/94	3.5 - 5.5	ND	ND	ND	ND	ND	ND	ND(11) <sup>2</sup>	ND	ND
B-13	02/16/94	6 - 8	ND	ND	ND	ND	ND	ND	ND	ND	ND
B-14	02/16/94	5.5 - 7.5	ND	ND	ND	ND	ND	ND	ND(13) <sup>2</sup>	ND	ND
Soil Screening Levels <sup>6</sup>			8.5 / 1.1 <sup>7</sup>	4.6	38	42	NE	NE	NE	11	83

<sup>1</sup> = Braun Intertec sample

<sup>2</sup> = Composite sample collected from these two intervals

<sup>3</sup> = The chromatographic profile is not typical of gasoline, higher boiling hydrocarbons present

<sup>4</sup> = Lower boiling hydrocarbons are present

<sup>5</sup> = The value in the parentheses is the quantified DRO result prior to subtraction of laboratory interferences, as permitted by the Wisconsin Department of Natural Resources

<sup>6</sup> = NR 746 Soil screening levels - Site screening criteria

**TABLE D-2**  
(continued)

**NONAQUEOUS ANALYTICAL RESULTS - SOIL BORINGS**

Marketplace IGA  
Highways 63 & 27  
Hayward, Wisconsin

- <sup>7</sup> = Human health protection standard - applies to the top 4 feet of soil
- MTBE = Methyl Tertiary Butyl Ether
- mg/kg = Milligrams per kilogram which is equivalent to parts per million (ppm)
- TH = Total Hydrocarbons
- ND = Analyzed but not detected above method detection limit
- = Not analyzed

**Hayward Marketplace  
BRRTS #03-58-000568  
Groundwater Results**

Sample Location	RW-1	MW5	MW9	MW10	MW11	MW12	MW13	MW14/14R	MW15	PZ-1	Pastika's	PAL	ES
Sample Date	01/13/01	12/12/02	12/12/02	12/12/02	12/12/02	12/12/02	12/12/02	12/12/02	12/12/02	12/12/02	03/07/02		
DRO	25,000	--	--	--	--	--	--	140	101	225	<100		
GRO	9,400	--	--	--	--	--	--	<50	--	<50	<50		
Benzene	<b>130</b>	<0.31	<0.31	<15.5	<0.31	<b>9</b>	<0.31	<0.31	<0.31	<0.31	<0.31	0.5	<b>5</b>
Ethylbenzene	510	<0.5	<0.5	447	<0.5	246	<0.5	<0.5	<0.5	<0.5	<0.5	140	<b>700</b>
MTBE	<1.8	<0.3	<0.3	<15.0	<0.3	<3.00	<0.3	<0.3	<0.3	<0.3	<0.3	12	<b>60</b>
Toluene	340	<0.3	<0.3	25.3	7.75	38.1	1.46	<0.3	<0.3	<0.3	<0.3	200	<b>1,000</b>
1,2,4-Trimethylbenzene	<b>780</b>	<0.4	<0.4	<b>1010</b>	<0.4	<b>795</b>	<0.4	<0.4	<0.4	<0.4	<0.4	96	<b>480</b>
1,3,5-Trimethylbenzene	<b>240</b>	<0.31	<0.31	<b>324</b>	<0.31	<b>263</b>	<0.31	<0.31	<0.31	<0.31	<0.31		
m- & p- Xylene	1,080	<0.62	<0.62	1530	<0.62	681	<0.62	<0.62	<0.62	<0.62	<0.62	1,000	<b>10,000</b>
o-Xylene		<0.3	<0.3	121	<0.31	120	<0.3	<0.3	<0.3	<0.3	<0.3		

all results in ppb unless otherwise noted

<0.5, not detected above the Laboratory's Limit of Detection (LOD)

<0.5>, result detected between the LOD and Laboratory's Limit of Quantitation (LOQ)

*italic* values indicate a Wisconsin Administrative Code chapter NR140 Preventive Action Limit (PAL) exceedance

**bold** values indicate a Wisconsin Administrative Code chapter NR140 Enforcement Standard (ES) exceedance

ND = analyzed but not detected above method detection limit

**Hayward Marketplace**  
**BRRTS #03-58-000568, Commerce #54843-0826-02**  
**Groundwater Elevations**

	<b>MW5</b>	<b>MW9</b>	<b>MW10</b>	<b>MW11</b>	<b>MW12</b>	<b>MW13</b>	<b>MW14/14R</b>	<b>MW15</b>	<b>PZ-1</b>
3/7/02	90.89	90.84	91.02	91.14	90.81	91.22	90.50	90.45	91.61
6/11/02	91.12	91.22	91.19	91.34	91.24	91.35	90.91	90.82	91.89
9/24/02	91.14	91.25	91.20	91.37	91.23	91.39	90.96	90.83	91.92
12/12/02	90.98	91.03	91.02	91.26	90.92	91.33	90.64	90.63	91.72

## GIS REGISTRY LEGAL DESCRIPTION STATEMENT

Hayward Marketplace  
BRRTS #03-58-000568

I, Al Lillegard of Marketplace Foods, the responsible party for the Hayward Marketplace remediation site, attest that the legal description below and in the attached documentation is complete and accurate for site identification. Groundwater contamination originating at the Marketplace Foods property has migrated onto the Chuck Tart, Wilva Sahs, and Alan Rosenquist properties and onto the Wheeler Street right-of-way.

### **Marketplace Foods**

10514 South Main Street, Hayward, WI 54843  
Parcel #236-941-22-3439  
NW ¼, NE ¼, NW ¼, Section 27, and SW ¼, SE ¼, SW ¼, Section 22, T41N-R9W  
Lot 3 of Certified Survey Map recorded in Volume Fifteen (15) on pages 69-71 in the Sawyer County Register of Deeds Office.

### **Chuck Tart residence**

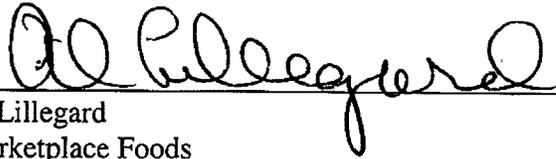
10506 Wheeler Street, Hayward, WI 54843  
Parcel #236-104-03-1500  
Lots 15 and 16

### **Wilva Sahs residence**

10498 Wheeler Street, Hayward, WI 54843  
Parcel #236-104-03-1300  
Lots 13 and 14

### **Pastika's Sport Shop, owned by Allen Rosenquist**

10472 ~~Main Street~~<sup>St Hwy 27</sup>, Hayward, WI 54843  
Parcel #236-941-27-2105 and #236-941-27-2106

  
Al Lillegard  
Marketplace Foods  
330 South Main Street  
Rice Lake, WI 54868

Date: 6/9/03

Mr. Al Lillegard  
Marketplace Foods  
330 South Main Street  
Rice Lake, WI 54868

June 9, 2003

Mr. Chuck Tart  
10506 Bay Avenue  
Hayward, WI 54843

Re: Contaminated Groundwater Notification

Dear Mr. Tart:

Groundwater contamination that appears to have originated on the Marketplace Foods property located at 10514 South Main Street in the NW ¼, NE ¼, NW ¼ of Section 27, and the SW ¼, SE ¼, SW ¼ of Section 22, T41N-R9W, in the City of Hayward, Sawyer County, Wisconsin, has migrated laterally onto your property (see Figures 1 and 2). The levels of total trimethylbenzene contamination in the groundwater on your property are above the state groundwater enforcement standards found in chapter NR 140, Wisconsin Administrative Code. However, the environmental consultants who have investigated this contamination have informed us that this groundwater contaminant plume is stable or receding and will naturally degrade over time. We believe that allowing natural attenuation to complete the cleanup at this site will meet the requirements for case closure that are found in chapter NR 726, Wisconsin Administrative Code, and we will be requesting that the Department of Natural Resources 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.

Since the source of the groundwater contamination is not on your property, neither you nor any subsequent owner of your property will be held responsible for investigation or cleanup of this groundwater contamination, as long as you and any subsequent owners comply with the requirements of section 292.13, Wisconsin Statutes, including allowing access to your property for environmental investigation or cleanup if access is required. For further information on the requirements of section 292.13, Wisconsin Statutes, you may call 1-800-367-6076 for calls originating in Wisconsin, or 608-264-6020 if you are calling from out of state or within the Madison area. Attached are copies of the Department of Natural Resources' publications #RR-589, Fact Sheet 10: Guidance for Dealing with Properties Affected by Off-Site Contamination and #RR-671, Fact Sheet: What Landowners Should Know: Information About Using Natural Attenuation To Clean Up Contaminated Groundwater.

The Department of Natural Resources will not review our 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

June 9, 2003  
Mr. Chuck Tart  
Page 2

Department of Natural Resources that is relevant to this closure request, you should mail that information to:

Janet Kazda  
Wisconsin Department of Natural Resources  
107 Sutliff Avenue  
Rhineland, WI 54501.

If this case is closed, all properties within the site boundaries where groundwater contamination exceeds chapter NR 140 groundwater enforcement standards 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 location of properties in Wisconsin where groundwater contamination above chapter NR 140 enforcement standards was found at the time that the case was closed. This GIS Registry will be available to the general public on the Department of Natural Resources' internet web site. Please review the enclosed legal description of your property, and notify me within the next 30 days if the legal description is incorrect.

Should you or any subsequent property owner wish to construct or reconstruct a well on your property, special well construction standards may be necessary to protect the well from the residual groundwater contamination. Any well driller who proposes to construct a well on your property in the future will first need to call the Diggers Hotline (1-800-242-8511) if your property is located outside of the service area of a municipally owned water system, or contact the Drinking Water program within the Department of Natural Resources if your property is located within the designated service area of a municipally owned water system, to determine if there is a need for special well construction standards.

Once the Department makes a decision on my closure request, it will be documented in a letter. If the Department grants closure, you may obtain a copy of this letter by requesting a copy from us, by writing to the agency address given above or by accessing the DNR GIS Registry of Closed Remediation Sites on the Internet at [www.dnr.state.wi.us/org/at/et/geo/gwur](http://www.dnr.state.wi.us/org/at/et/geo/gwur). A copy of the closure letter is included as part of the site file on the GIS Registry of Closed Remediation Sites.

If you need more information, you may contact us at 330 South Main Street, Rice Lake, WI 54868, or our environmental consultant at **Cooper Engineering Company, Inc., P.O. Box 230, Rice Lake, WI 54868, (715) 234-7008**, or the Department of Natural Resources at 107 Sutliff Avenue, Rhineland, WI 54501, (715) 365-8990.

Sincerely,



Al Lillegard  
Marketplace Foods

Mr. Al Lillegard  
Marketplace Foods  
330 South Main Street  
Rice Lake, WI 54868

June 9, 2003

Mrs. Wilva Sahs  
10498 Bay Avenue  
P.O. Box 987  
Hayward, WI 54843

Re: Contaminated Groundwater Notification

Dear Mrs. Sahs:

Groundwater contamination that appears to have originated on the Marketplace Foods property located at 10514 South Main Street in the NW  $\frac{1}{4}$ , NE  $\frac{1}{4}$ , NW  $\frac{1}{4}$  of Section 27, and the SW  $\frac{1}{4}$ , SE  $\frac{1}{4}$ , SW  $\frac{1}{4}$  of Section 22, T41N-R9W, in the City of Hayward, Sawyer County, Wisconsin, has migrated laterally onto your property (see Figures 1 and 2). The levels of total trimethylbenzene contamination in the groundwater along your north property boundary are above the state groundwater enforcement standards found in chapter NR 140, Wisconsin Administrative Code. However, the environmental consultants who have investigated this contamination have informed us that this groundwater contaminant plume is stable or receding and will naturally degrade over time. We believe that allowing natural attenuation to complete the cleanup at this site will meet the requirements for case closure that are found in chapter NR 726, Wisconsin Administrative Code, and we will be requesting that the Department of Natural Resources 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.

Since the source of the groundwater contamination is not on your property, neither you nor any subsequent owner of your property will be held responsible for investigation or cleanup of this groundwater contamination, as long as you and any subsequent owners comply with the requirements of section 292.13, Wisconsin Statutes, including allowing access to your property for environmental investigation or cleanup if access is required. For further information on the requirements of section 292.13, Wisconsin Statutes, you may call 1-800-367-6076 for calls originating in Wisconsin, or 608-264-6020 if you are calling from out of state or within the Madison area. Attached are copies of the Department of Natural Resources' publications #RR-589, Fact Sheet 10: Guidance for Dealing with Properties Affected by Off-Site Contamination and #RR-671, Fact Sheet: What Landowners Should Know: Information About Using Natural Attenuation To Clean Up Contaminated Groundwater.

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June 9, 2003  
Mrs. Wilva Sahs  
Page 2

Department of Natural Resources that is relevant to this closure request, you should mail that information to:

Janet Kazda  
Wisconsin Department of Natural Resources  
107 Sutliff Avenue  
Rhineland, WI 54501.

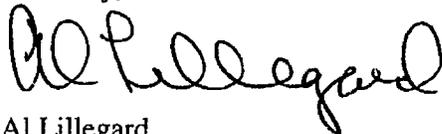
If this case is closed, all properties within the site boundaries where groundwater contamination exceeds chapter NR 140 groundwater enforcement standards will be listed on the Department of Natural Resources' geographic information system (GIS) Registry of Closed Remediation Sites. The information on the GIS Registry includes maps showing the location of properties in Wisconsin where groundwater contamination above chapter NR 140 enforcement standards was found at the time that the case was closed. This GIS Registry will be available to the general public on the Department of Natural Resources' internet web site. Please review the enclosed legal description of your property, and notify me within the next 30 days if the legal description is incorrect.

Should you or any subsequent property owner wish to construct or reconstruct a well on your property, special well construction standards may be necessary to protect the well from the residual groundwater contamination. Any well driller who proposes to construct a well on your property in the future will first need to call the Diggers Hotline (1-800-242-8511) if your property is located outside of the service area of a municipally owned water system, or contact the Drinking Water program within the Department of Natural Resources if your property is located within the designated service area of a municipally owned water system, to determine if there is a need for special well construction standards.

Once the Department makes a decision on my closure request, it will be documented in a letter. If the Department grants closure, you may obtain a copy of this letter by requesting a copy from us, by writing to the agency address given above or by accessing the DNR GIS Registry of Closed Remediation Sites on the Internet at [www.dnr.state.wi.us/org/at/et/geo/gwur](http://www.dnr.state.wi.us/org/at/et/geo/gwur). A copy of the closure letter is included as part of the site file on the GIS Registry of Closed Remediation Sites.

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Sincerely,



Al Lillegard  
Marketplace Foods

Mr. Al Lillegard  
Marketplace Foods  
330 South Main Street  
Rice Lake, WI 54868

June 9, 2003

Mr. Alan Rosenquist  
Pastika's Sports Shop  
10472 State Road 27  
Hayward, WI 54843

Re: Contaminated Groundwater Notification

Dear Mr. Rosenquist:

Groundwater contamination that appears to have originated on the Marketplace Foods property located at 10514 South Main Street in the NW ¼, NE ¼, NW ¼ of Section 27, and the SW ¼, SE ¼, SW ¼ of Section 22, T41N-R9W, in the City of Hayward, Sawyer County, Wisconsin, has migrated laterally onto your property (see Figures 1 and 2). The levels of benzene and total trimethylbenzene contamination in the groundwater on your property are above the state groundwater enforcement standards found in chapter NR 140, Wisconsin Administrative Code. However, the environmental consultants who have investigated this contamination have informed us that this groundwater contaminant plume is stable or receding and will naturally degrade over time. We believe that allowing natural attenuation to complete the cleanup at this site will meet the requirements for case closure that are found in chapter NR 726, Wisconsin Administrative Code, and we will be requesting that the Department of Natural Resources 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.

Since the source of the groundwater contamination is not on your property, neither you nor any subsequent owner of your property will be held responsible for investigation or cleanup of this groundwater contamination, as long as you and any subsequent owners comply with the requirements of section 292.13, Wisconsin Statutes, including allowing access to your property for environmental investigation or cleanup if access is required. For further information on the requirements of section 292.13, Wisconsin Statutes, you may call 1-800-367-6076 for calls originating in Wisconsin, or 608-264-6020 if you are calling from out of state or within the Madison area. Attached are copies of the Department of Natural Resources' publications #RR-589, Fact Sheet 10: Guidance for Dealing with Properties Affected by Off-Site Contamination and #RR-671, Fact Sheet: What Landowners Should Know: Information About Using Natural Attenuation To Clean Up Contaminated Groundwater.

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June 9, 2003  
Mr. Alan Rosenquist  
Page 2

Department of Natural Resources that is relevant to this closure request, you should mail that information to:

Janet Kazda  
Wisconsin Department of Natural Resources  
107 Sutliff Avenue  
Rhineland, WI 54501.

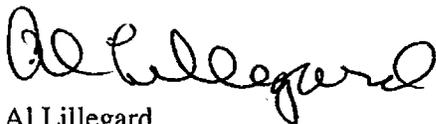
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Should you or any subsequent property owner wish to construct or reconstruct a well on your property, special well construction standards may be necessary to protect the well from the residual groundwater contamination. Any well driller who proposes to construct a well on your property in the future will first need to call the Diggers Hotline (1-800-242-8511) if your property is located outside of the service area of a municipally owned water system, or contact the Drinking Water program within the Department of Natural Resources if your property is located within the designated service area of a municipally owned water system, to determine if there is a need for special well construction standards.

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Sincerely,



Al Lillegard  
Marketplace Foods

Mr. Al Lillegard  
Marketplace Foods  
330 South Main Street  
Rice Lake, WI 54868

June 9, 2003

John Metcalf  
City of Hayward Street Department  
P.O. Box 969  
Hayward, WI 54843

Re: Contaminated Groundwater Notification

Dear Mr. Metcalf:

Groundwater contamination that appears to have originated on the Marketplace Foods property located at 10514 South Main Street in the NW ¼, NE ¼, NW ¼ of Section 27, and the SW ¼, SE ¼, SW ¼ of Section 22, T41N-R9W, in the City of Hayward, Sawyer County, Wisconsin, has migrated laterally into the Wheeler Street right of way (see Figures 1 and 2). The levels of benzene and total trimethylbenzene contamination in the groundwater on your property are above the state groundwater enforcement standards found in chapter NR 140, Wisconsin Administrative Code. However, the environmental consultants who have investigated this contamination have informed us that this groundwater contaminant plume is stable or receding and will naturally degrade over time. We believe that allowing natural attenuation to complete the cleanup at this site will meet the requirements for case closure that are found in chapter NR 726, Wisconsin Administrative Code, and we will be requesting that the Department of Natural Resources 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.

Since the source of the groundwater contamination is not on your property, neither you nor any subsequent owner of your property will be held responsible for investigation or cleanup of this groundwater contamination, as long as you and any subsequent owners comply with the requirements of section 292.13, Wisconsin Statutes, including allowing access to your property for environmental investigation or cleanup if access is required. For further information on the requirements of section 292.13, Wisconsin Statutes, you may call 1-800-367-6076 for calls originating in Wisconsin, or 608-264-6020 if you are calling from out of state or within the Madison area. Attached are copies of the Department of Natural Resources' publications #RR-589, Fact Sheet 10: Guidance for Dealing with Properties Affected by Off-Site Contamination and #RR-671, Fact Sheet: What Landowners Should Know: Information About Using Natural Attenuation To Clean Up Contaminated Groundwater.

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June 9, 2003  
Mr. John Metcalf  
Page 2

Department of Natural Resources that is relevant to this closure request, you should mail that information to:

Janet Kazda  
Wisconsin Department of Natural Resources  
107 Sutliff Avenue  
Rhineland, WI 54501.

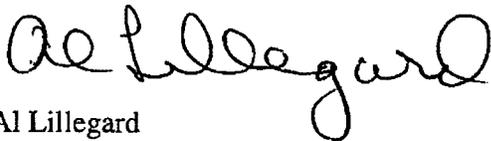
If this case is closed, all properties within the site boundaries where groundwater contamination exceeds chapter NR 140 groundwater enforcement standards will be listed on the Department of Natural Resources' geographic information system (GIS) Registry of Closed Remediation Sites. The information on the GIS Registry includes maps showing the location of properties in Wisconsin where groundwater contamination above chapter NR 140 enforcement standards was found at the time that the case was closed. This GIS Registry will be available to the general public on the Department of Natural Resources' internet web site. Please review the enclosed map, and notify me within the next 30 days if the street location is incorrect.

Should you or any subsequent property owner wish to construct or reconstruct a well on your property, special well construction standards may be necessary to protect the well from the residual groundwater contamination. Any well driller who proposes to construct a well on your property in the future will first need to call the Diggers Hotline (1-800-242-8511) if your property is located outside of the service area of a municipally owned water system, or contact the Drinking Water program within the Department of Natural Resources if your property is located within the designated service area of a municipally owned water system, to determine if there is a need for special well construction standards.

Once the Department makes a decision on my closure request, it will be documented in a letter. If the Department grants closure, you may obtain a copy of this letter by requesting a copy from us, by writing to the agency address given above or by accessing the DNR GIS Registry of Closed Remediation Sites on the Internet at [www.dnr.state.wi.us/org/at/et/geo/gwur](http://www.dnr.state.wi.us/org/at/et/geo/gwur). A copy of the closure letter is included as part of the site file on the GIS Registry of Closed Remediation Sites.

If you need more information, you may contact us at 330 South Main Street, Rice Lake, WI 54868, or our environmental consultant at **Cooper Engineering Company, Inc., P.O. Box 230, Rice Lake, WI 54868, (715) 234-7008**, or the Department of Natural Resources at 107 Sutliff Avenue, Rhineland, WI 54501, (715) 365-8990.

Sincerely,



Al Lillegard  
Marketplace Foods

Declaration of Restrictions

In Re: Part of the South Half of the Southwest Quarter (S1/2 SW1/4) of Section Twenty-two (22), and part of the North Half of the Northwest Quarter (N1/2 NW1/4) of Section Twenty-seven (27), Township Forty-one (41) North, Range Nine (9) West, more particularly described as Lots One (1), Two (2), and Three (3) and Outlot One (1) of Certified Survey Map recorded in Volume Fifteen (15) on pages 69-71 in the Sawyer County Register of Deeds Office. All in the City of Hayward. WTM 405298,616503

STATE OF WISCONSIN )  
 ) ss  
COUNTY OF SAWYER )

Recording Area  
PAULA CHISSER  
SAWYER COUNTY, WI  
REGISTER OF DEEDS

315694

09/26/2003 9:30 AM

RECORDING FEE 25.00

Pages 8

Name and Return Address 25 -  
Mr. Al Lillegard  
Marketplace Foods  
330 South Main Street  
Rice Lake, WI 54868

236-941-22-3439

Parcel Identification Number (PIN)

WHEREAS, Frank J. Betchkal and Doris E. Betchkal are the owners of the above-described property.

WHEREAS, one or more diesel/fuel oil discharges have occurred on this property, and as of February 26, 1992, and October 10, 1993, when soil samples were collected on this property, diesel/fuel oil-contaminated soil remained on this property at the following location: In the smear zone beneath the south corner of the Marketplace building, as shown on the attached site sketch.

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.

NOW THEREFORE, the owner hereby declares that all of the property described above is held and shall be held, conveyed or encumbered, leased, rented, used, occupied and improved subject to the following limitation and restrictions:

Structural impediments existing at the time of clean up (Marketplace building) made complete remediation of the soil contamination on this property impracticable. If the structural impediments on this property that are described above are removed, the property owner shall conduct an investigation of the degree and extent of diesel/fuel oil contamination. To the extent that contamination is found at that time, the Wisconsin Department of Natural Resources shall be immediately notified and the contamination shall be properly remediated in accordance with applicable statutes and rules. If currently-inaccessible contaminated soil near or beneath the structural impediments on the property is excavated in the future, the soil must be sampled and analyzed, may be considered solid or hazardous waste if residual contamination remains and must be stored, treated and disposed in compliance with applicable statutes and rules.

This restriction is hereby declared to be a covenant running with the land and shall be fully binding upon all persons acquiring the above-described property whether by descent, devise, purchase or otherwise. This restriction inures to the benefit of and is enforceable by the Wisconsin Department of Natural Resources, 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 Wisconsin Department of Natural Resources or its successor issue a determination that one or more of the restrictions set forth in this covenant is no longer required. Upon the receipt of such a request, the Wisconsin Department of Natural Resources shall determine whether or not the restrictions contained herein can be extinguished. If the Department determines that the restrictions can be extinguished, an affidavit, 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 deed restriction, or portions of this deed restriction, are no longer binding.

IN WITNESS WHEREOF, the owner of the property has executed this Declaration of Restrictions, this 19<sup>th</sup> day of September, 2003.

Signature: Frank J. Betchkal  
Printed Name: FRANK J. BETCHKAL

Signature: Doris E. Betchkal  
Printed Name: DORIS E. BETCHKAL

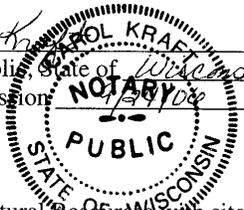
Subscribed and sworn to before me  
this 19<sup>th</sup> day of September, 2003.

Subscribed and sworn to before me  
this 19<sup>th</sup> day of September, 2003.

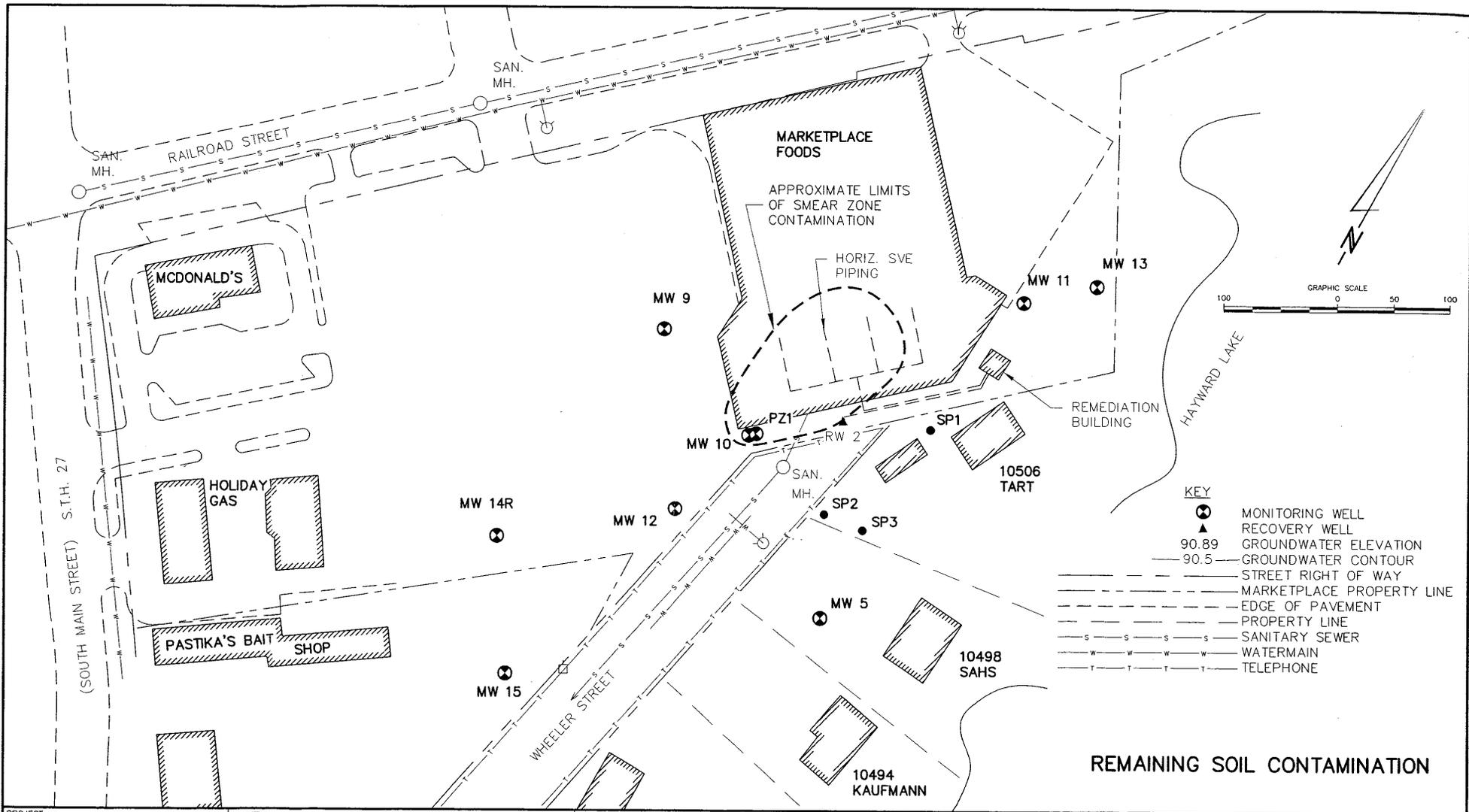
Carol Kraf  
Notary Public, State of Wisconsin  
My commission 7/24/00



Carol Kraf  
Notary Public, State of Wisconsin  
My commission 7/24/00



This document was drafted by the Wisconsin Department of Natural Resources with site specific details added by Cooper Engineering Company, Inc.



**REMAINING SOIL CONTAMINATION**

PROJECT MANAGER SHARON MASEK  
 CHECKED BY:  
 APPROVED BY:

**COOPER ENGINEERING**  
 310 WEST SOUTH STREET, P.O. BOX 230  
 RICE LAKE, WISCONSIN 54868-0230  
 TELEPHONE (715) 234-7008  
 FAX (715) 234-1025

**MARKETPLACE FOODS  
 HAYWARD, WISCONSIN**

SHEET DESCRIPTION  
 SITE SKETCH

DATE 6-14-02	DRAWN BY D.N.	
SCALE 1" = 100'	PROJECT NO. 01373099	SHEET NO. 1

Register's Office }  
Sawyer County }  
Received for record the 22 day of  
June A D 1993 at 7:30 o'clock  
P M and recorded in vol. 570  
of Records on page 383  
E. Jean J. Amundson  
Register

RETURN TO

TWP

MARKETPLACE IGA, INC., A Wisconsin Corporation  
quit-claims to FRANK J. BETCHKAL and DOBIS E. BETCHKAL,  
husband and wife as joint tenants and nonresidents  
of Wisconsin

the following described real estate in Sawyer County,  
State of Wisconsin:

Tax Parcel No: .....

Part of the South Half of the Southwest Quarter (S $\frac{1}{2}$ SW $\frac{1}{4}$ ) of Section Twenty-two (22),  
and part of the North Half of the Northwest Quarter (N $\frac{1}{2}$ NW $\frac{1}{4}$ ) of Section Twenty-seven  
(27), Township Forty-one (41) North, Range Nine (9) West, more particularly  
described as Lots One (1), Two (2), and Three (3) and Outlot One (1) of Certified  
Survey Map recorded in Volume Fifteen (15) on pages 69-71 in the Sawyer County  
Register of Deeds Office. All in the City of Hayward.

FEE  
# 9  
EXEMPT

This ..... is not ..... homestead property.  
(is) (is not) June  
Dated this 21<sup>st</sup> day of June, 1993  
Frank J. Betchkal  
Pres. of MARKETPLACE IGA, INC.

..... (SEAL) Frank J. Betchkal ..... (SEAL)

..... (SEAL) ..... (SEAL)

AUTHENTICATION

Signature(s) .....

authenticated this ..... day of ....., 19.....

TITLE: MEMBER STATE BAR OF WISCONSIN

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

THIS INSTRUMENT WAS DRAFTED BY

Duffy Law Office

Hayward, WI 54843

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

ACKNOWLEDGMENT

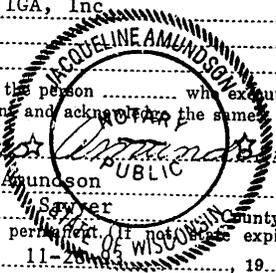
STATE OF WISCONSIN

Sawyer County, } ss.

Personally came before me this 21st day of  
June, 1993 the above named  
Frank J. Betchkal as Pres. of  
Marketplace IGA, Inc

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

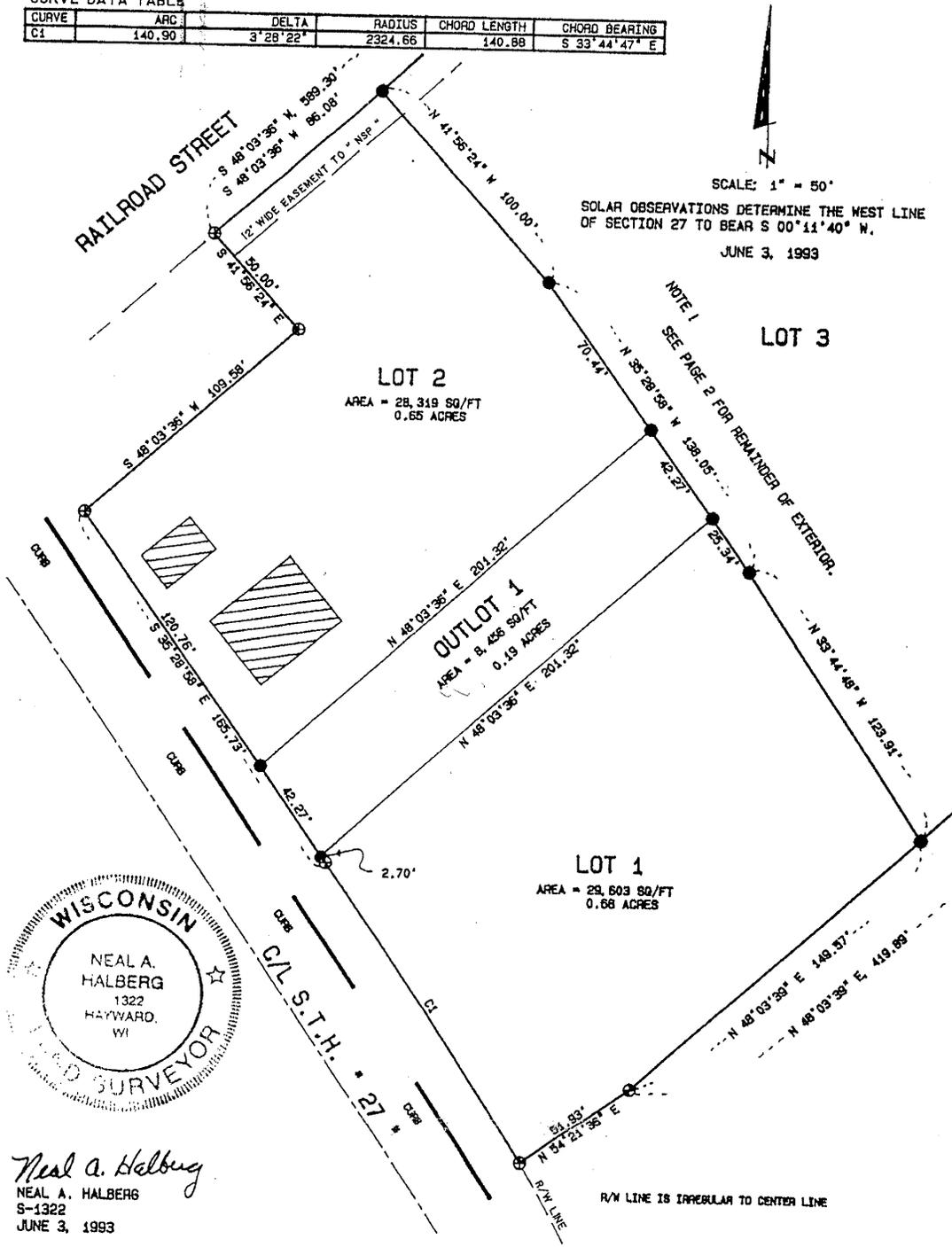
Jacqueline Amundson  
Notary Public, Sawyer  
My Commission is permanent. It expires expiration  
date: 11-20-95, 19.....)





CURVE DATA TABLE

CURVE	ARC	DELTA	RADIUS	CHORD LENGTH	CHORD BEARING
C1	140.90	3° 28' 22"	2324.66	140.88	S 33° 44' 47" E



*Neal A. Halberg*  
NEAL A. HALBERG  
S-1322  
JUNE 3, 1993

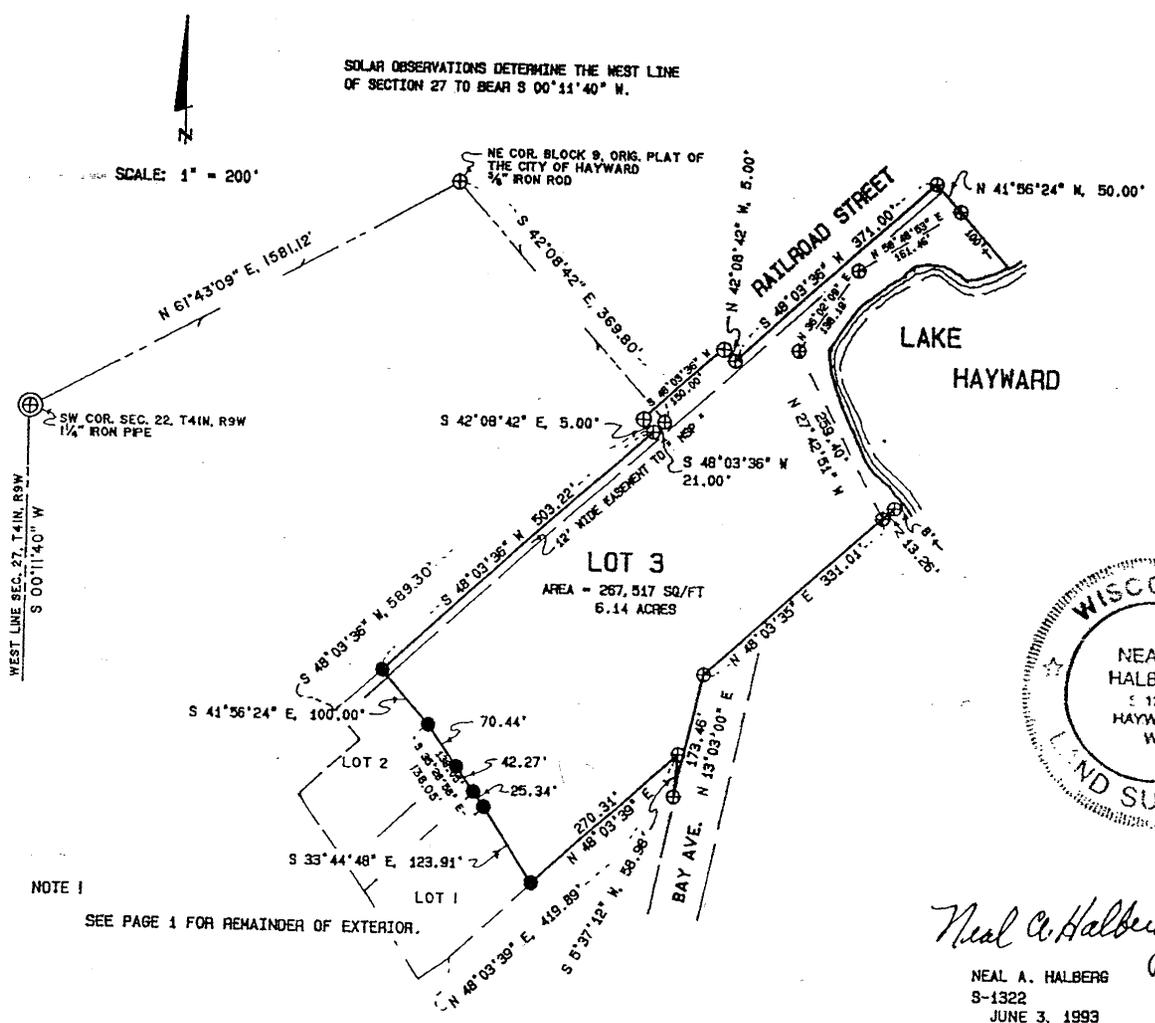
<b>CERTIFIED SURVEY MAP</b> PART OF THE S1/2-SW1/4, SEC. 22, & PART OF THE N1/2-NW1/4, SEC. 27, ALL IN T41N, R9W, CITY OF HAYWARD, SAWYER COUNTY, WISCONSIN.	<b>LEGEND</b> ⊕ FOUND 1" IRON PIPE (UNLESS OTHERWISE NOTED) ⊙ FOUND 1 1/4" IRON PIPE ⊕ DENOTES FOUND 1 1/4" IRON PIPE ● SET 1 1/4" x 30" IP WT=1.13 LB/FT	<b>HEART OF THE NORTH SURVEYING</b> OF HAYWARD INC.	JUNE 3, 1993
			PAGE 1 OF 3

SEE VOL 20 C.S. PGS 180-183

3665

69

70



NOTE 1  
SEE PAGE 1 FOR REMAINDER OF EXTERIOR.

235474



*Neal A. Halberg*  
NEAL A. HALBERG  
S-1322  
JUNE 3, 1993

Register's Office  
Sawyer County  
Received for record this 4<sup>th</sup> day of  
JULY AD 1993 at 2:15 o'clock  
PM and recorded in vol. 15  
of Certified Surveys on page 69-77  
*E. J. ...*  
Register  
Deputy

I, NEAL A. HALBERG, Wisconsin Registered Land Surveyor hereby certify that in compliance with chapter 236.34 of the Wisconsin Statutes, I have surveyed and mapped the land herein described, and that in my opinion, this map is a correct representation of the survey made to the best of my knowledge and ability, and that this survey has been made under the direction of FRANK BETCHKAL, owner.

This land is located in part of the S1/2 of the SW1/4 of Section 22, and part of the N1/2 of the NW1/4 of Section 27, T 41 N, R 9 W, all in the City of Hayward, Sawyer County Wisconsin, described as follows.

Commencing at the Southwest corner of Section 22, T 41N R 9 W, Thence N 61°43'09" E, 1581.12 feet to the Northeast corner of Block 9, Original Plat of the City of Hayward, Thence S 42°08'42" E, 369.80 feet, Thence S 48°03'36" W, 21.00 feet to the Southeasterly right of way of Railroad Street and the ACTUAL POINT OF BEGINNING. Thence S 48°03'36" W, along said right of way, 589.30 feet, Thence S 41°56'24" E, 50.00 feet, Thence S 48°03'36" W, 109.58 feet to the Northeasterly right of way of State Trunk Highway "27" and "70", Thence along said right of way as follows; S 35°28'58" E, 165.73 feet, Thence 140.90 feet, along the arc of a curve to the right, (said curve having a radius of 2324.66 feet, a central angle of 3°28'22", and a chord bearing S 33°44'47" E, 140.88 feet), to the end of the Northeasterly right of way of State Trunk Highway "27" and "70", Thence N 54°21'36" E, 51.93 feet, Thence N 48°03'39" E, 419.89 feet, Thence S 5°37'12" W, 58.98 feet to the Northwesterly right of way of Bay Street, Thence N 13°03'00" E, along Bay Street, 173.46 feet, Thence N 48°03'35" E, 331.01 feet to a meander corner on the Westerly shore of Lake Hayward, Thence along the meander line of Lake Hayward as follows; N 27°42'51" W, 259.40 feet, Thence N 36°02'09" E 138.19 feet, Thence N 58°48'53" E, 161.46 feet to the end of said meander line, Thence N 41°56'24" W, 50.00 feet to the Southeast right of way of Railroad Street, Thence along said Southeasterly right of way as follows; S 48°03'36" W, 371.00 feet, Thence N 42°08'42" W, 5.00 feet, Thence S 48°03'36" W, 150.00 feet, Thence S 42°08'42" E, 5.00 feet back to the point of beginning and including all the land between the meander line and the waters edge of Lake Hayward between the parcel line extended to the waters edge of Lake Hayward. Subject to all existing easements and reservations of record.

This instrument drafted by  
Neal A. Halberg  
S-1322

*Neal A. Halberg*



Signed this 4 day of JUNE 1993, by *Rock K. Williamson*  
City of Hayward Clerk