GIS REGISTRY INFORMATION

SITE NAME:	Regal Ridge Apartments						
BRRTS #:	03-14-002030	**FID #** (if appropriate):					
COMMERCE # (if appropriate):	53035-9539-50						
CLOSURE DATE:	June 17, 2004						
STREET ADDRESS:	150 S Main St						
CITY:	Iron Ridge						
SOURCE PROPERTY GPS COORDINATES (meters in WTM91 projection):	**X =**	638960	**Y =**	326008			
CONTAMINATED MEDIA:	Groundwater		Soil		Both	X	
OFF-SOURCE GW CONTAMINATION >ES:		Yes		No	X		
• **IF YES, STREET ADDRESS:**							
• **GPS COORDINATES** (meters in WTM91 projection):	**X =**		**Y =**				
OFF-SOURCE SOIL CONTAMINATION >Generic or Site-Specific RCL (SSRCL):		Yes		No	X		
• **IF YES, STREET ADDRESS 1:**							
• **GPS COORDINATES** (meters in WTM91 projection):	**X =**		**Y =**				
CONTAMINATION IN RIGHT OF WAY:		Yes		No	X		

DOCUMENTS NEEDED

Closure Letter, and any conditional closure letter issued	X
Copy of most recent deed, including legal description, for all affected properties	X
Certified survey map or relevant portion of the recorded plat map (*if referenced in the legal description*) for all affected properties	
County Parcel ID number, *if used for county*, for all affected properties	X
Location Map which outlines all properties within contaminated site boundaries on USGS topographic map or plat map in sufficient detail to permit the parcels to be located easily (8.5x14" if paper copy). If groundwater standards are exceeded, the map must also include the location of all municipal and potable wells within 1200' of the site.	X
Detailed Site Map(s) for all affected properties, showing buildings, roads, property boundaries, contaminant sources, utility lines, monitoring wells and potable wells. (8.5x14", if paper copy) This map shall also show the location of all contaminated public streets, highway and railroad rights-of-way in relation to the source property and in relation to the boundaries of groundwater contamination exceeding ch. NR 140 ESs and soil contamination exceeding ch. NR 720 generic or SSRCLs.	X
Tables of Latest Groundwater Analytical Results (no shading or cross-hatching)	X
Tables of Latest Soil Analytical Results (no shading or cross-hatching)	X
Isoconcentration map(s), *if required for site investigation (SI)* (8.5x14" if paper copy). The isoconcentration map should have flow direction and extent of groundwater contamination defined. **If not available, include the latest extent of contaminant plume map.**	
GW: Table of water level elevations, with sampling dates, and free product noted if present	
GW: Latest groundwater flow direction/monitoring well location map (should be 2 maps if maximum variation in flow direction is greater than 20 degrees)	
SOIL: Latest horizontal extent of contamination exceeding generic or SSRCLs, with one contour	
Geologic cross-sections, *if required for SI.* (8.5x14' if paper copy)	
RP certified statement that legal descriptions are complete and accurate.	X
Copies of off-source notification letters (if applicable)	
Letter informing ROW owner of residual contamination (if applicable)(public, highway or railroad ROW)	
Copy of (soil or land use) deed restriction (s) or deed notice if any required as a condition of closure	

commerce.wi.gov
Wisconsin
Department of Commerce

ENVIRONMENTAL & REGULATORY SERVICES DIVISION
BUREAU OF PECFA
101 West Pleasant Street, Suite 100A
Milwaukee, Wisconsin 53212-3963
TDD #: (608) 264-8777
Fax #: (414) 220-5374
Jim Doyle, Governor
Cory L. Nettles, Secretary

June 17, 2004

Mr. Tony Matuszczak
Regal Ridge Apartments
150 Main Street
Iron Ridge, WI 53035

RE: **Final Closure**

Commerce # 53035-9539-50 WDNR BRRTS # 03-14-002030
Regal Ridge Apartments, 150 South Main Street, Iron Ridge

Dear Mr. Matuszczak:

The Wisconsin Department of Commerce (Commerce) has received the items requested to complete the geographic information system (GIS) packet to proceed with case closure for the site referenced above. Commerce has determined that this site does not pose a significant threat to the environment and human health. No further investigation or remedial action is necessary.

This site is now listed as "closed" on the Commerce database and will be included on the Wisconsin Department of Natural Resources (WDNR) GIS Registry of Closed Remediation Sites to address residual soil and groundwater contamination. Timely filing of your final PECFA claim (if applicable) is encouraged. If your PECFA claim is not received within 120 days of the date of this letter, interest costs incurred after 60 days of the date of this letter will not be eligible for PECFA reimbursement.

It is in your best interest to keep all documentation related to the environmental activities at your site. If residual contamination is encountered in the future, it must be managed in accordance with all applicable state and federal regulations. If it is determined that any remaining contamination poses a threat, the case may be reopened and further investigation or remediation may be required.

Thank you for your efforts to protect Wisconsin's environment. If you have any questions, please contact me in writing at the letterhead address or by telephone at (414) 220-5361.

Sincerely,

Monica Weis

Monica L. Weis
Hydrogeologist
Site Review Section

cc: Mr. Robert Klockow, 850 Cedar Street, Hartford, WI 53027
Case File

VOL 1 1 0 3 PAGE 0 0 1

Amended

STATE BAR OF WISCONSIN FORM 11 - 1982

LAND CONTRACT

Individual and Corporate

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

943042

Document Number

Office of Register of Deeds
Dodge County, WI
RECEIVED FOR RECORD

NOV 12 2001

at 10:30 o'clock A. M.

Chris Planasch

CHRIS PLANASCH - Registrar

FEE EXEMPT

17

Recording Area

Name and Return Address
SMITH LAW OFFICE
P O BOX 270219
HARTFORD WI 53027-0219

CONTRACT, by and between ANTON J. MATUSZCZAK

("Vendor", whether one or more) and ROBERT F. KLOCKOW, JR. and BARBARA J. KLOCKOW

("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 DODGE County, State of Wisconsin:

COPY

141-0017-00000

(Parcel Identification Number)

Lots Eighteen (18) and Twenty-one (21) of the Assessor's Plat Number 1, EXCEPTING THEREFROM the East 116 feet of said Lot Twenty-one (21), in the Village of Iron Ridge, Dodge County, Wisconsin, as recorded in the office of the Register of Deeds for said County in Volume 1 of Plats on Page 24.

Original land contract dated September 8, 1995 and recorded September 13, 1995 as Document No. 814566 recorded in Vol. 856, pages 806-809.

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

Purchaser agrees to purchase the Property and to pay to Vendor at Hartford, Wisconsin the sum of $ 94,119.64 in the following manner: (a) $ -0- at the execution of this Contract; and (b) the balance of $ 94,119.64, together with interest from date hereof on the balance outstanding from time to time at the rate of 8.50 % percent per annum until paid in full, as follows: See Addendum A & B attached hereto and made a part hereof.

Balance of $94,119.64 due and owing October 17, 2001.

Provided, however, the entire outstanding balance shall be paid in full on or before the 8th day of September, 2002 (the maturity date).

Following any default in payment, interest shall accrue at the rate of 12.000 % 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 after September 8, 1997 (OR) ~~there may be no prepayment of principal without permission of Vendor.*~~

In the event of any prepayment, this contract shall not be treated as in default with respect to payment so long as the unpaid balance of principal, and interest (and in such case accruing interest from month to month shall be treated as unpaid principal) is less than the amount that said indebtedness would have 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 here from.

Purchaser states that Purchaser is satisfied with the title as shown by the title evidence submitted to Purchaser for examination except: **Mortgage from Anton J. Matuszczak, a single person, to Hartford Savings Loan Assn, n/k/a Hartford Savings Bank, in the amount of $125,000.00 dated and acknowledged July 21, 1988, recorded July 22, 1988, in Volume 660 of Records on Page 91 as Doc #712248 in the Dodge County Registry. ALSO; CONSUMER ESTATE MORTGAGE from Anton J. Matuszcak, a single person to Hartford Savings & Loan Assn, in the amount of $10,000.00 dated 9/13/91, recorded 9/19/91 in Vol 721 of Records, Page 874, Doc #748199, Dodge County Registry.**

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 September 9, 1995

* Cross out one.

Information Professionals Company, Fond du Lac, WI 800-655-2021

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 $ 120,000.00, but Vendor shall not require coverage in an amount more than the balance owed under this Contract. Purchaser shall pay the insurance premiums when due. The policies shall contain the standard clause in favor of the Vendor's interest and, unless Vendor otherwise agrees in writing, the original of all policies covering the Property shall be deposited with Vendor. Purchaser shall promptly give notice of loss to insurance companies and Vendor. Unless Purchaser and Vendor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided the Vendor deems the restoration or repair to be economically feasible.

Purchaser covenants not to commit waste nor allow waste to be committed on the Property, to keep the Property in good 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: Mortgage from Anton J. Matuszczak, to Hartford S&L Assn in an amount of $125,000 recorded 7/22/88 Vol 660 P91 Doc #712248 & Consumer Real Estate Mortgage to Hartford S&L Assn in an amount of $10,000 recorded 9/19/91 Vol 721 of records on page 874 as Doc #748199

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 45 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 30 days following written notice thereof by Vendor (delivered personally or mailed by certified mail), then the entire outstanding balance under this contract shall become immediately due and payable in full, at Vendor's option and without notice (which Purchaser hereby waives), and Vendor shall also have the following rights and remedies (subject to any limitations provided by law) in addition to those provided by law or in equity: (i) Vendor may, at his option, terminate this contract and Purchaser's rights, title and interest in the Property and recover the Property back through strict foreclosure with any equity of redemption to be conditioned upon Purchaser's full payment of the entire outstanding balance, with interest thereon from the date of default at the rate in effect on such date and other amounts due hereunder (in which event all amounts previously paid by Purchaser shall be forfeited as liquidated damages for failure to fulfill this Contract and as rental for the Property if purchaser fails to redeem); or (ii) Vendor may sue for specific performance of this Contract to compel immediate and full payment of the entire outstanding balance, with interest thereon at the rate in effect on the date of default and other amounts due hereunder, in which event the Property shall be auctioned at judicial sale and Purchaser shall be liable for any deficiency; or (iii) Vendor may sue at law for the entire unpaid purchase price or any portion thereof; or (iv) Vendor may declare this Contract at an end and remove this Contract as a cloud on title in a quiet-title action if the equitable interest of Purchaser is insignificant; and (v) Vendor may have Purchaser ejected from possession of the Property and have a receiver appointed to collect any rents, issues or profits during the pendency of any action under (i), (ii) or (iv) above. Notwithstanding any oral or written statements or actions of Vendor, an election of any of the foregoing remedies shall only be binding upon Vendor if and when pursued in litigation and all costs and expenses including reasonable attorneys fees of Vendor incurred to enforce any remedy hereunder (whether abated or not) to the extent not prohibited by law and expenses of title evidence shall be added to principal and paid by Purchaser, as incurred, and shall be included in any judgment.

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

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

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

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

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

Dated this 30th day of October, 2001.

(SEAL)	(SEAL)
* Anton J. Matuszczak Vendor	* Robert F. Klockow, Jr. Purchaser
(SEAL)	(SEAL)
* Vendor	* Barbara J. Klockow Purchaser

AUTHENTICATION

Signature(s) Anton J. Matuszczak

authenticated this day of October, 2001

* George E. Smith

TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, authorized by § 706.06, Wis. Slats.)

THIS INSTRUMENT WAS DRAFTED BY
Attorney George E. Smith, Smith Law Office
Hartford, WI State Bar No. 1005986

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

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
WASHINGTON COUNTY)

Personally came before me this 30th day of October, 2001 the above named Robert F. Klockow, Jr. and Barbara J. Klockow to me known to be the person(s) who executed the foregoing instrument and acknowledge the same.

* George E. Smith
Notary Public Washington 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.

TRANSFER FEE $ 450.00

DOCUMENT NO. VOL 856 PAGE 806

814566

THIS SPACE RESERVED FOR RECORDING DATA

STATE BAR OF WISCONSIN FORM 11 - 1982

LAND CONTRACT

Individual and Corporate

TO BE USED FOR ALL TRANSACTIONS WHERE OVER $25,000 IS FINANCED AND IN OTHER NON-CONSUMER ARM'S LENGTH TRANSACTIONS

Stip. Att.

Office of Register of Deeds
Dodge County, WI
RECEIVED FOR RECORD
SEP 13 1995
at 11:34 o'clock a M.
Doris Westra
DORIS WESTRA - Registrar

Contract, by and between ANTON J. MATUSZCZAK

("Vendor", whether one or more) and BARBARA J. KLOCKOW and ROBERT F. KLOCKOW JR., as Tenants-in-Common, each having an undivided one-half interest therein ("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 Lodge County, State of Wisconsin:

RETURN TO
SMITH & SARAFINY
P O BOX 219
HARTFORD WI 53027

Tax Parcel No. 141-0017-00000

Lots Eighteen (18) and Twenty-one (21) of the Assessor's Plat Number 1, EXCEPTING THEREFROM the East 116 feet of said Lot Twenty-one (21), in the Village of Iron Ridge, Dodge County, Wisconsin, as recorded in the office of the Register of Deeds for said County in Volume I of Plats on Page 24.

This IS NOT homestead property.
(Is) (Is not)

Purchaser agrees to purchase the Property and to pay to Vendor at HARTFORD, WISCONSIN the sum of $ 150,000.00 in the following manner: (a) $ 20,000.00 at the execution of this Contract; and (b) the balance of $ 130,000.00* , together with interest from date hereof on the balance outstanding from time to time at the rate of 8.50% per cent per annum until paid in full, as follows: * Land Contract balance of $130,000.00 is reduced by the proration of the 1994 real estate taxes calculated from 1/1/95 to 9/08/95,date of closing equalling $2,785.91 with the Land Contract balance of $127,714.09 to be amortized, including interest and principal over a period of fifteen (15) years with monthly payments of $1,257.68. First monthly payment to be made 10/08/95 and subsequent monthly payments to be made on the 8th day of each and every month until balance is paid in full.

SEE ATTACHED ADDENDUM A TO BE MADE A PART OF LAND CONTRACT.

Provided, however, the entire outstanding balance shall be paid in full on or before the 8TH day of SEPTEMBER 2000 (the maturity date).

Following any default in payment, interest shall accrue at the rate of 12.0 % 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 after SEPTEMBER 8, 19 97 (OR) there may be no prepayment of principal without permission of Vendor.*

In the event of any prepayment, this contract shall not be treated as in default with respect to payment so long as the unpaid balance of principal, and interest (and in such case accruing interest from month to month shall be treated as unpaid principal) is less than the amount that said indebtedness would have 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 therefrom.

Purchaser states that Purchaser is satisfied with the title as shown by the title evidence submitted to Purchaser for examination except: MORTGAGE from Anton J. Matuszczak, a single person, to Hartford Savings & Loan Assn, n/k/a Hartford Savings Bank, in the amount of $125,000.00 dated and acknowledged July 21, 1988, recorded July 22, 1988, in Volume 660 of Records on Page 91 as Doc. #712248 in the Dodge County Registry.
ALSO: CONSUMER REAL ESTATE MORTGAGE from Anton J. Matuszczak, a single person, to Hartford Savings & Loan Assn, in the amount of $10,000.00 dated September 13, 1991, recorded September 19 1991 Volume 721 of Records, Page 874, Document No. 748199, Dodge County Registery.

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 September 8 19 95

*Cross Out One

ADDENDUM A

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 $ 120,000.00, but Vendor shall not require coverage in an amount more than the balance owed under this Contract. Purchaser shall pay the insurance premiums when due. The policies shall contain the standard clause in favor of the Vendor's interest and, unless Vendor otherwise agrees in writing, the original of all policies covering the Property shall be deposited with Vendor. Purchaser shall promptly give notice of loss to insurance companies and Vendor. Unless Purchaser and Vendor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided the Vendor deems the restoration or repair to be economically feasible.

Purchaser covenants not to commit waste nor allow waste to be committed on the Property, to keep the Property in good 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: Mortgage from Anton J. Matuszczak, to Hartford S&L Assn in an amount of $125,000. recorded 7/22/88 Vol. 660 P91 #712248 & Consumer Real Est. Mortgage to Hartford S&L Assn in an amount of $10,000.00 recorded 9/19/91 Vol. 721 of records on page 874 as Doc. No. 748199.

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 45 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 30 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 its option, terminate this Contract and Purchaser's rights, title and interest in the Property and recover the Property back through strict foreclosure with any equity of redemption to be conditioned upon Purchaser's full payment of the entire outstanding balance, with interest thereon from the date of default at the rate in effect on such date and other amounts due hereunder (in which event all amounts previously paid by Purchaser shall be forfeited as liquidated damages for failure to fulfill this Contract and as rental for the Property if purchaser fails to redeem); or (ii) Vendor may sue for specific performance of this Contract to compel immediate and full payment of the entire outstanding balance, with interest thereon at the rate in effect on the date of default and other amounts due hereunder, in which event the Property shall be auctioned at judicial sale and Purchaser shall be liable for any deficiency; or (iii) Vendor may sue at law for the entire unpaid purchase price or any portion thereof; or (iv) Vendor may declare this Contract at an end and remove this Contract as a cloud on title in a quiet-title action if the equitable interest of Purchaser is insignificant; and (v) Vendor may have Purchaser ejected from possession of the Property and have a receiver appointed to collect any rents, issues or profits during the pendency of any action under (i), (ii) or (iv) above. Notwithstanding any oral or written statements or actions of Vendor, an election of any of the foregoing remedies shall only be binding upon Vendor if and when pursued in litigation and all costs and expenses including reasonable attorneys fees of Vendor incurred to enforce any remedy hereunder (whether abated or not) to the extent not prohibited by law and expenses of title evidence shall be added to principal and paid by Purchaser, as incurred, and shall be included in any judgment.

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

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

Vendor shall make all payments when due under any mortgage outstanding against the Property on the date of this Contract (except for any mortgage assumed 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 8th day of September, 19 95

Anton J. Matuszczak (SEAL)

ANTON J. MATUSZCZAK

Barbara J. Klockow (SEAL)

BARBARA J. KLOCKOW

(SEAL)

Robert F. Klockow (SEAL)

ROBERT F. KLOCKOW, JR.

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

ATTY GEORGE E. SMITH
P O BOX 219, HARTFORD WI 53027

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

ACKNOWLEDGMENT

STATE OF WISCONSIN }
WASHINGTON County. } ss.

Personally came before me this 8TH day of SEPTEMBER, 19 95 the above named ANTON J. MATUSZCZAK, BARBARA J. KLOCKOW, & ROBERT F. KLOCKOW JR.

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

GEORGE E. SMITH
Notary Public WASHINGTON County, Wis.
My Commission is permanent. XXXXXXXXXXXXXXXX
XXXXX XXXXXXXXX

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

Recording Area

Name and return address

Parcel Identification Number (PIN)

This is a purchase money mortgage.

(Warranty deeds, Quit Claim deeds and Land Contracts)

THIS DEED, made between ANTON J. MATUSZCZAK, BARBARA J. KLOCKOW, & ROBERT F. KLOCKOW, JR.

(entitled to receive $ 120,000.00 or more as the case may be)

grantor, and ANTON J. MATUSZCZAK

grantee,

Recorded, as Document No. .....

Name and return address

ATTY GEORGE E. SMITH
P O BOX 219, HARTFORD WI 53027

Parcel Identification Number (PIN)

This is a purchase money mortgage.

(Warranty deeds, Quit Claim deeds and Land Contracts)

THIS DEED, made between ANTON J. MATUSZCZAK, BARBARA J. KLOCKOW, & ROBERT F. KLOCKOW, JR.

(entitled to receive $ 120,000.00 or more as the case may be)

grantor, and ANTON J. MATUSZCZAK

grantee,

Recorded, as Document No. .....

ADDENDUM A TO LAND CONTRACT

1. This property is subject to Wis. Adm. Code Chap.. ILHR 67 regarding energy efficiency standards for residential rental properties, Buyers being provided within ninety (90) days after acceptance of this offer, a report from a certified inspector that the property meets the energy efficiency standards. The cost of obtaining the test shall be at Seller's expense and Buyers shall be responsible for obtaining it. If said inspection report reveals that the property does not meet the energy efficiency standards, Buyers shall be required at its expense, to bring the property to standards. Seller and Buyers shall cooperate to accomplish any property requirements to meet the energy efficiency standards for residential rental properties.

2. The Wisconsin Department of Natural Resources has identified this property as contaminated real estate with the Vendor to be responsible for and pay for the remediation and secure the necessary clearances and documentation from local, state, and federal officials concerning said soil contamination. It is a presumption that the underground tanks on the adjacent property are responsible for the contamination. That Buyers and Seller shall cooperate with the DNR to resolve the problem.

3. Remediation efforts shall be reviewed twenty-four (24) months from date with it being the responsibility of the Seller to clear title and secure the necessary releases from the state, local and federal officials to resolve the contamination problem.. In the event Vendor does not resolve the contamination problems as stated, Vendees reserve the right to proceed and resolve the environmental problems and any monies paid by the Vendee shall constitute a reduction of the unpaid balance on the Land Contract from date of closing.

4. Vendor's mortgage to Hartford Savings & Loan n/k/a Hartford Savings Bank (in the amount of $125,000.00 recorded July 22, 1988, in Volume 660 of Records on page 91 as Document No. 712248, Dodge County, Wisconsin) monthly payments shall be paid by the Vendor directly to Hartford Savings Bank each and every month with any balance to be deposited in Vendor's savings account at Hartford Savings Bank. Vendor shall execute the necessary documents to permit Vendees to pay the monies owed on the mortgage as above stated.

5. Vendor and Vendee shall cooperate with Vendor being responsible for the following:

a. Hechimovich refuge contract to be prorated by the Seller and Buyers.

b. Vendor to furnish Vendees the names, addresses, and phone numbers of all eight (8) tenants, with rents to be prorated for the month of September 1995.

c. Vendor to furnish the names, addresses, and security deposits, if any, to Vendees. Vendor to issue draft to Vendees for security deposits on or before September 30, 1995.

d. Washer and dryer lease to be furnished Vendees with an accounting from Vendor. Any monies due Vendor shall be credited to his account through date of closing. Vendor to assign lease to Vendees on or before September 30, 1995.

Dated at Hartford Wisconsin this 8th day of September, 1995.

Anton J. Matuszczak, Vendor

Barbara J. Klockow, Vendee

Robert F. Klockow, jr., Vendee

VOL 856 PAGE 809

Doc. No.

DILHR USE

TYPE OR PRINT USING BLACK INK

Rental Unit Energy Efficiency Standards

STIPULATION

This Instrument Was Drafted By:
Wisconsin Department of Industry
Labor and Human Relations
Safety & Buildings Division
Rental Weatherization Program
P.O. Box 7971, Madison, WI 53707
(608) 266-1871

Seller's Name(s):
ANTON J. MATUSZCZAK

Rental Building Location - Street Address:
150 S. MAIN STREET
IRON RIDGE WI 53035

Recording Information (Leave Blank)

Street Address:
6464 N. LAKE DRIVE

City:
IRON RIDGE

County:
DODGE

City, State & Zip Code:
FOX POINT WI 53217

Number of Rental Buildings on Property:
ONE

Total Number of Rental Units:
EIGHT

Seller's Telephone Number (include area code):
(414) 352-8669

Legal Description of Rental Unit Property (may attach separate sheet):

SEE ATTACHED RIDER FOR LEGAL DESCRIPTION

PURPOSE: Section 101.122 (4) and (6), Wis. Stats., requires that a properly authorized Certificate of Compliance, Stipulation or Waiver accompany the transfer documents at the time of recordation. This process is further explained in chapter ILHR 67.08 and 67.10, Wisconsin Administrative Code. Receipt of a Certificate of Compliance from a currently licensed inspector is proof of conformance with energy conservation standards of ILHR 67.05. In lieu of the Certificate of Compliance, the purchaser may accept responsibility for future conformance with either a Stipulation or Waiver.

USE: The purchaser of a residential rental building will present this properly validated Stipulation to the Register of Deeds at the time the transfer is recorded. This indicates the building is subject to the Rental Weatherization Rules, and that the new owner will bring it into compliance with energy standards within ONE (1) YEAR following the transfer.

INSTRUCTIONS: The purchaser(s) should complete all entries down through the Stipulation Agreement to include purchaser's signature/address block. The stipulation must then be submitted to DILHR in Madison or to a DILHR agent for validation (contact DILHR for location of nearest DILHR Agent). When submitting for validation to DILHR, send all copies of completed Stipulation, \$20.00 nonrefundable filing fee. Do not send cash; make check payable to DILHR, and mail to: DILHR Rental Weatherization Program, P.O. Box 7971, Madison, WI 53707. After validation, copies will be returned to purchaser unless another party is designated in writing.

BUILDING WITH EXISTING LEASE: The purchaser of a building with 4 units or less who intends to owner occupy, but is unable to do so within 60 days of the transfer due to an existing lease, is required to take out a Stipulation. DILHR will cancel the Stipulation after confirming that owner has occupied one of the units. Written notification to DILHR of owner-occupancy is required. DILHR will confirm cancellation in writing.

This document is valid only if no previous Stipulation or Waiver is currently on file for this property.

STIPULATION AGREEMENT

(WS)

(in accordance with ILHR 67.06(3), ILHR 67.13(4) and Wisconsin Statutes 101.122)

I (we) accept all responsibility to bring the above described residential rental building into compliance with energy conservation standards of ILHR Chapter 67 no later than ONE (1) YEAR from the date of validation.

Print Purchaser's Name(s): BARBARA J. KLOCKOW & ROBERT F. KLOCKOW JR AS TENANTS IN COMMON

Purchaser's Signature(s): X Robert F Klockow Barbara J. Klockow

Date Signed: 09/08/95

Purchaser's Street Address: 850 CEDAR STREET

Purchaser's City, State & Zip Code: HARTFORD WI 53027

Purchaser's Telephone Number (include area code): (414) 673-5015

Validated By:
☐ DILHR
☒ DILHR Agent
☐ Authorized Municipality
Auth. or Tax Roll #: A14-000

Date Validated: Sept. 13, 1995

Expiration Date (add one (1) year to Date Validated): Sept. 13, 1996

DILHR TRANSFER AUTHORIZATION NUMBER: S-62336

Print Official's Name: Doris Westra

Official's Signature: Doris Westra

Municipality/County Name: Dodge County

Office of: Register of Deeds

Enter DILHR Transfer Authorization Number From Stamp Here: S-62336

TRANSFER OF STIPULATION

If the above described residential rental building(s) is transferred within one year of the validation date of this Stipulation and before the residential rental building has been certified as being in compliance with ILHR 67, the new purchaser must sign below and forward a copy of this document to DILHR. By signing below, the new purchaser accepts the compliance responsibility for this Stipulation. THUS REQUIRED CODE COMPLIANCE BEFORE THE EXPIRATION DATE GIVEN ABOVE. Transfer of the property after expiration date is invalid without conformance to the energy standards.

Print New Purchaser's Name(s): BARBARA J. KLOCKOW & ROBERT F. KLOCKOW JR AS TENANTS IN COMMON

New Purchaser's Signature(s): X Robert F Klockow Barbara J. Klockow

Date Signed: 09/08/95

New Purchaser's Street Address: 850 CEDAR STREET

City, State & Zip Code: HARTFORD WI 53027

Telephone Number (include area code): (414) 673-5015

SBD-7115 (R 08/95)

Copy Distribution: White-For Recordation; Yellow-DILHR; Green-DILHR Agent; Pink-Seller(s)

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ADDENDUM B TO LAND CONTRACT

Land Contract entered into on September 8, 1995, wherein the Land Contract balance of $127,714.09 was to be amortized for a period of fifteen years with monthly payments as stated in the Land Contract. That the Vendees are not delinquent in their payments to date. That Addendum A to said Land Contract obligates the Vendor to remediation and to secure the necessary clearances and documentation from local, state and federal officials concerning said soil contamination.

That Vendor's efforts for remediation shall be reviewed twenty-four (24) months from September 8, 1995, to secure the necessary releases from the state, local and federal officials to resolve the contamination problem. The Vendor has not resolved the contamination problem.

As a result of the Vendor's failure to secure the necessary clearances and pay for the remediation necessary to secure said clearances, the Vendor and Vendee mutually agree that Vendor shall have an additional thirty-six (36) months, from August 1, 1998 to July 31, 2001, to comply with the terms and conditions of the Land Contract recorded September 13, 1995, at Volume 856, Page 806.

Further, the Vendor shall reserve the right to proceed and resolve the environmental problems. Should the Vendor fail to secure the necessary clearances and documentation concerning the soil contamination, any dollars paid by the Vendee shall constitute reduction of unpaid balance of Land Contract.

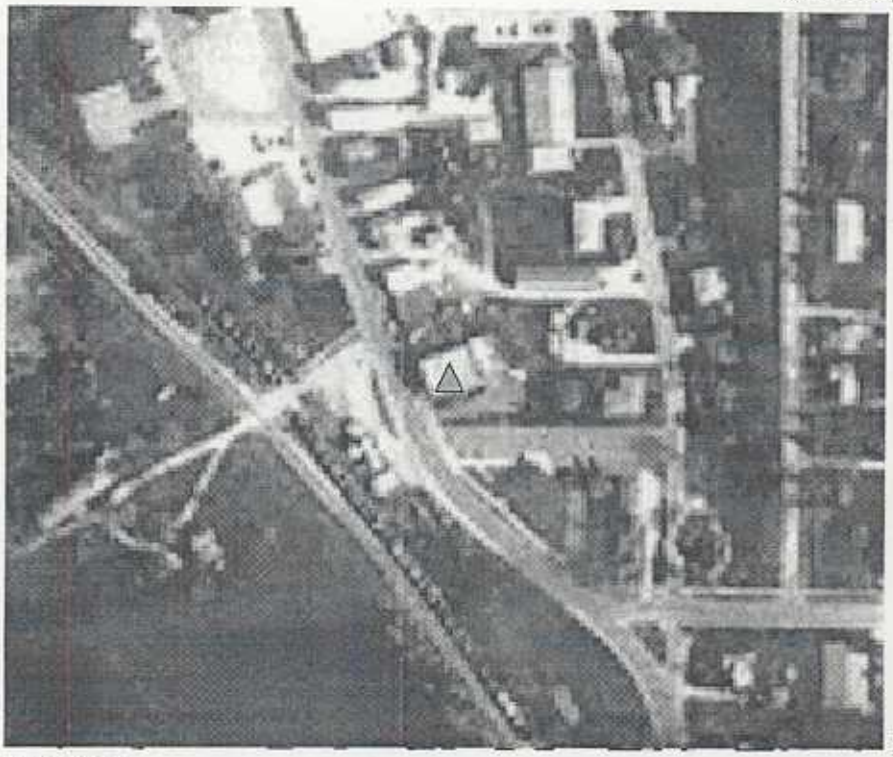
Dated this 10th day of August, 1998.

Anton J. Matuszczak, Vendor

Barbara J. Klockow, Vendee

Robert F. Klockow, Vendee

Scale 1 : 2,159



Please read the documentation for more information.

△WTM coordinates: 638960, 326008

Regal Ridge Apartments
150 S. Main St.
Iron Ridge, WI 53035

RAND McNALLY

Back

www.randmcnally.com

Use the print feature in your browser to print this page.

150 S Main St
Iron Ridge, WI 53035-9539

Find it in the 2004 Road Atlas

•page 115, grid section M-12

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ADVENT

May 12, 2003

RECEIVED
APR 20 2004
ERS DIVISION

Mr. Tony Matuszczak
1870 Pleasant Valley Road
West Bend, WI 53095

RE: Temporary Well Environmental Assessment
Regal Ridge Apartments, 150 South Main Street, Iron Ridge, Wisconsin
WDNR BRRTs No. 03-14-002030
Advent Project No. 230009.01

Dear Mr. Matuszczak:

Advent Environmental Services, Inc., collected a single groundwater sample from a temporary well installed in a former tank bed on the Regal Ridge Apartments property, 150 South Main Street, Iron Ridge, Wisconsin. Laboratory analytical results indicate that typical gasoline range organic compounds are present in the groundwater.

Soil Sampling Methods

On April 23, 2003, we advanced one boring with a Geoprobe rig. We collected soil samples for classification of the soil type and observable petroleum odors. No soil samples were collected for laboratory analysis since we were installing a temporary well in a known tank bed that had previously been sampled.

Groundwater Sampling Methods

We converted the boring into a temporary monitoring well. The well was constructed so that the groundwater table intersected the well screen. We developed the well by removing and discarding water until the water was sediment free. We collected a groundwater sample with a new, disposable, polyethylene bailer immediately after development. We submitted the sample to Great Lakes Analytical who analyzed it for gasoline range organics (GROs) and volatile organic compounds (VOCs). After collecting the groundwater sample we abandoned the monitoring well by removing the well casing and filling the hole with granular bentonite.

The temporary well location is illustrated in Figure 1. The boring log with soil descriptions, well construction log, well development form, and abandonment form are in Appendix A.

Results

Soil

We observed and recorded the soil types and obvious indications of petroleum contamination, such as odors and soil staining, discovered in the soil boring.

From the ground surface to seven feet below ground surface (bgs) we found tan sand and gravel fill with no obvious petroleum odors. At approximately seven to nine feet bgs we encountered dark gray sand and gravel fill material with an obvious petroleum odor. From nine to twelve feet bgs there was yellow silt with no obvious petroleum odor. Below twelve feet bgs we encountered red sandy clay with gravel that had no obvious petroleum odor. We completed the boring at fourteen feet bgs.

Advent Environmental Services, Inc.

P.O. Box 277
Mequon, WI 53092-0277
Fax 414-371-5021
1-800-880-1998
414-371-5020

5110 Fairview Dr., Suite A
Eau Claire, WI 54701
Fax 715-831-1531
1-800-530-1520
715-831-1530

Groundwater

The WDNR established groundwater preventive action limits (PALs) and enforcement standards (ESs) for selected compounds that are listed in Wisconsin Administrative Code Chapter NR 140. The PAL is a limit that indicates activities on a site may be contributing to groundwater contamination. When contaminant concentrations exceed the ES, the WDNR requires an investigation and remediation of the activities that are contributing to the groundwater contamination.

Great Lakes Analytical detected several VOCs in the groundwater sample. Laboratory results indicated one PAL exceedance for total trimethylbenzene at a concentration of 236 ppb, and one ES exceedance for benzene at a concentration of 5.7 ppb.

The groundwater analytical results are summarized in Table 1. A copy of the laboratory report is attached in Appendix B.

Conclusions and Recommendations

Based on field observations, we did identify petroleum contaminated fill material in the former tank bed where we installed a temporary well. Laboratory analytical results of groundwater recovered from the temporary well indicate that low levels of typical gasoline range volatile organic compounds are present in the groundwater.

We recommend closure of the Regal Ridge Apartments site. This is based upon the low levels of petroleum contaminants found in the groundwater.

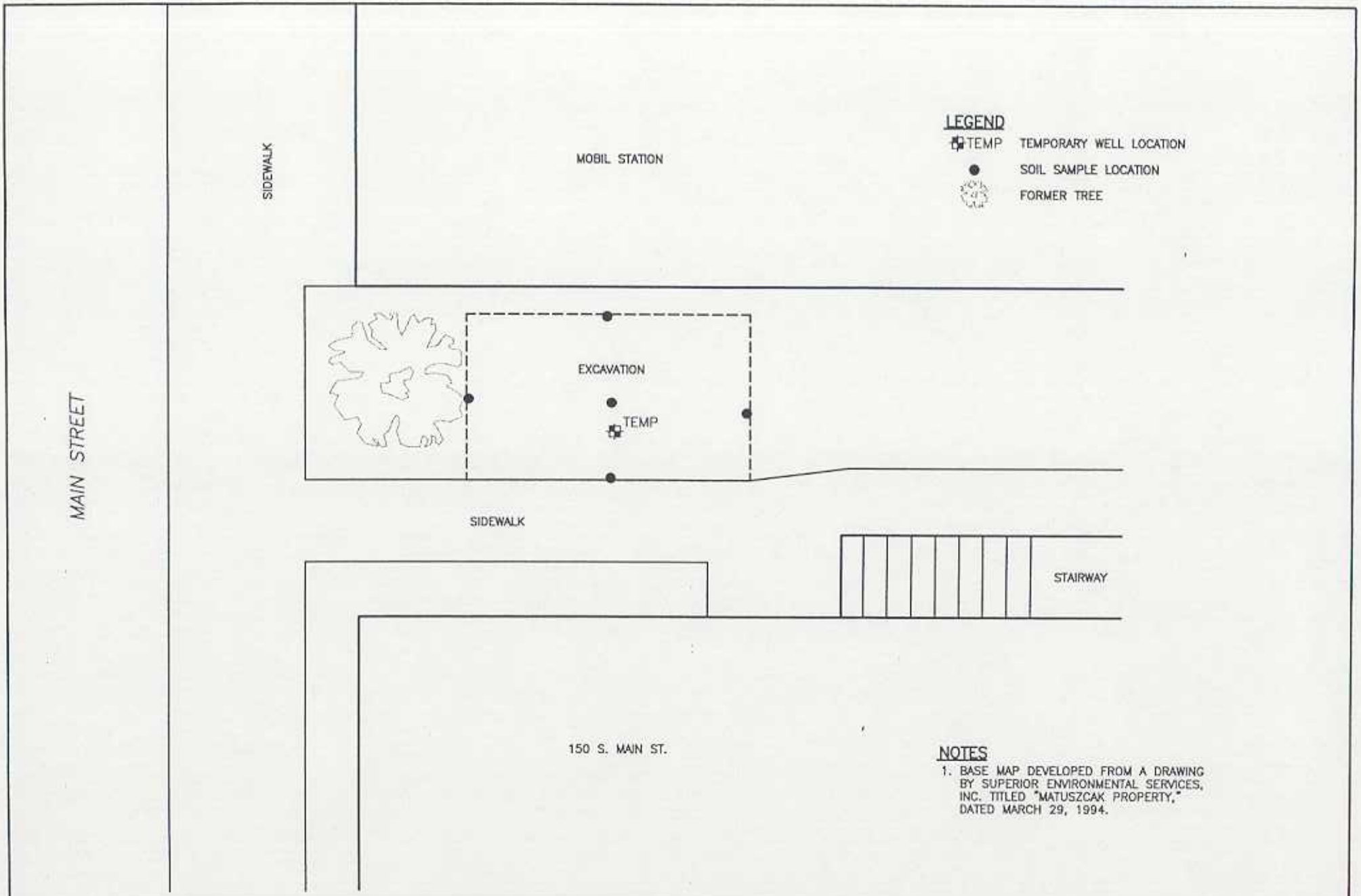
If you have any questions, please call me at (414) 371-5020, extension 3003.

Respectfully,

D. S. Henderson

David Henderson, P.E.
Advent Environmental – Mequon office

Cc: Cheryl Laatsch, WDNR, 625 E Cty Rd Y, Oshkosh, WI 54901



DRAWN BY: CCM APPROVED BY:	DATE: 4/24/03 PROJ# 23000901-A1	0 2.5 5 1 INCH = APPROX. 5 FEET	north	FIGURE 1 TEMPORARY WELL LOCATION MAP REGAL RIDGE APARTMENTS IRON RIDGE, WISCONSIN	ADVENT ENVIRONMENTAL SERVICES, INC.

TABLE 1 GROUNDWATER ANALYTICAL RESULTS - Temporary Well Regal Ridge Apartments Iron Ridge, Wisconsin			
	Temp Well Screened 1-11 feet bgs	*NR 140 Groundwater Quality Limits*	
Date collected	4/23/03		
ANALYTE		*ES*	*PAL*
GROs (ppb)	1,900		
VOCs (ppb)[1]			
Benzene	**5.7**	*5*	*0.5*
n-Butylbenzene	20.0		
sec-Butylbenzene	8.05		
Ethylbenzene	91.6	*700*	*140*
Isopropylbenzene	9.97		
n-Proylbenzene	19.4		
MTBE	<5.0	*60*	*12*
Naphthalene	<20.0	*40*	*8*
Toluene	9.05	*1000*	*200*
1,2,4-Trimethylbenzene	204		
1,3,5-Trimethylbenzene	32.4		
sum of Trimethylbenzenes	**236**	*480*	*96*
Xylene (total)	185	*10000*	*1000*

Only VOCs detected are listed. For a complete list of VOCs laboratory detection limits, see Appendix.
Shaded areas indicate concentrations above the ES.
Bolded values indicate concentrations above the PAL.
MTBE = Methyl-tert-butyl-ether

tons of soil was removed. Appendix 5 contains the landfill weight ticket. Sand was used to backfill the excavation after samples were collected.

ANALYTICAL RESULTS

Analytical results are described in Table 1. Chain of Custody Record can be found in Appendix 3. Laboratory analysis data can be found in Appendix 4.

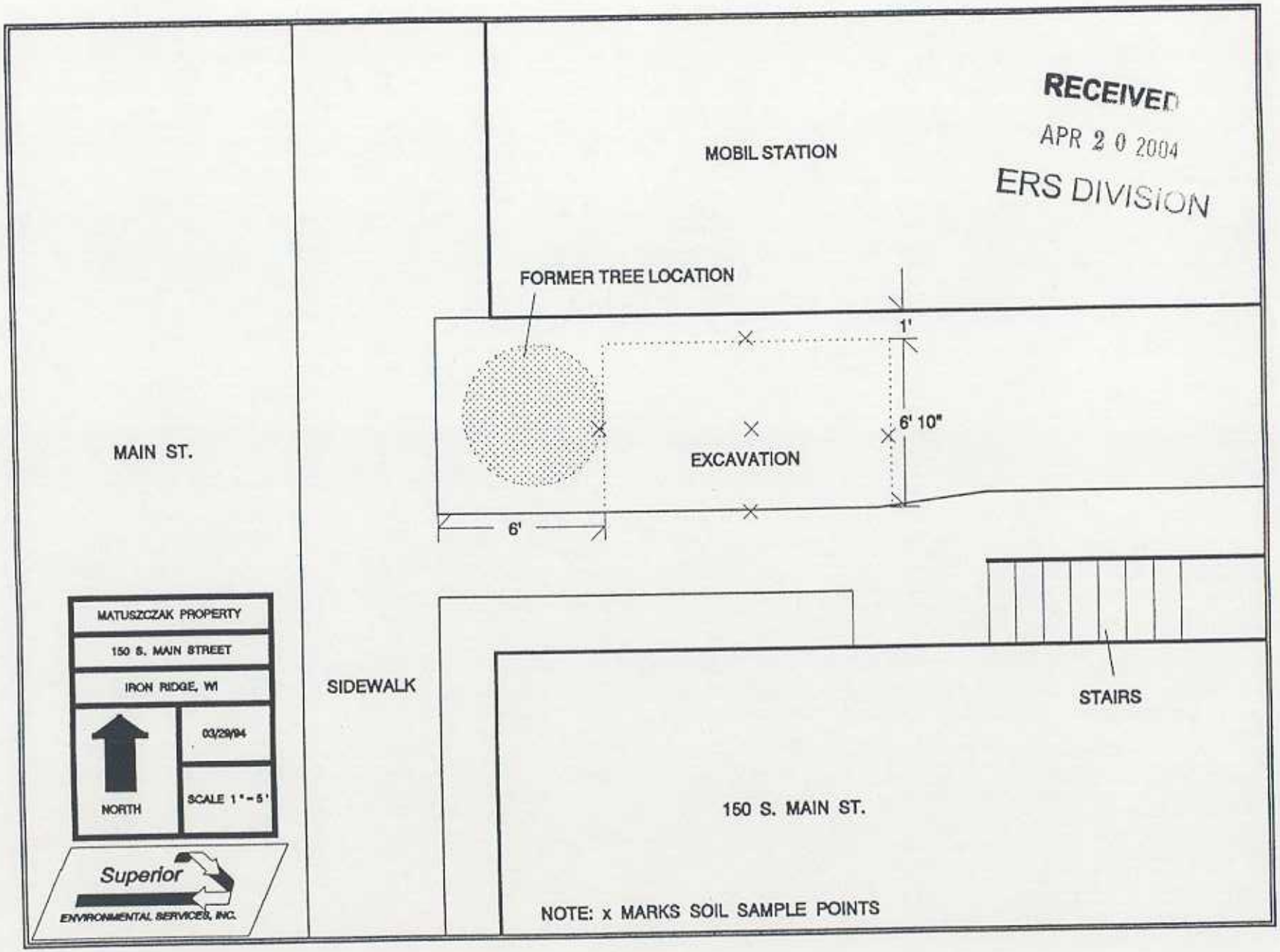
TABLE 1

Laboratory Results from Soil Sample Collected
at 150 South Main Street, Iron Ridge, Wisconsin

SAMPLE ID	LOCATION	ANALYSIS PERFORMED	RESULTS
M-B-1,2	7'9" EXCAVATION BOTTOM	GRO-S	340 mg/kg
M-B-1,2	7'9" EXCAVATION BOTTOM	DRO-S	350 mg/kg
M-N-1,2	NORTH SIDEWALL	GRO-S	650 mg/kg
M-N-1,2	NORTH SIDEWALL	DRO-S	230 mg/kg
M-S-1,2	SOUTH SIDEWALL	GRO-S	74 mg/kg
M-S-1,2	SOUTH SIDEWALL	DRO-S	41 mg/kg
M-E-1,2	EAST SIDEWALL	GRO-S	150 mg/kg
M-E-1,2	EAST SIDEWALL	DRO-S	52 mg/kg
M-W-1,2	WEST SIDEWALL	GRO-S	15 mg/kg
M-W-1,2	WEST SIDEWALL	DRO-S	6.6 mg/kg

CONCLUSIONS

Based on the analytical results, gas and diesel contaminated soil is present on all sides of the excavation above the current WDNR guidelines of 10 ppm.


RECEIVED
APR 2 0 2004
ERS DIVISION
MOBIL STATION
FORMER TREE LOCATION
1'
6' 10"
EXCAVATION
6'
MAIN ST.
SIDEWALK
STAIRS
150 S. MAIN ST.
NOTE: x MARKS SOIL SAMPLE POINTS
MATUSZCZAK PROPERTY
150 S. MAIN STREET
IRON RIDGE, WI
03/29/94
NORTH
SCALE 1" = 5'
Superior
ENVIRONMENTAL SERVICES, INC.

June 11, 2004

RECEIVED

JUN 1 5 2004

ERS DIVISION
MILWAUKEE

Monica Weis, Hydrogeologist
Wisconsin Department of Commerce
Environmental & Regulatory Services Division
Bureau of PECFA
101 West Pleasant Street, Suite 100A
Milwaukee, WI 53212-3963

RE: Regal Ridge Apartments, 150 Main Street, Iron Ridge
Commerce # 53035-9539-50 WDNR BRRTS #03-14-002030

Dear Monica,

The legal description shown on the land contract filed with Dodge County Register of Deeds, on November 12, 2001, is accurate to the best of my knowledge.

Sincerely,

Anton J. Matuszczak