

GIS REGISTRY INFORMATION

SITE NAME:	Saint Joseph Hospital								
BRRTS #:	03-62-000730							FID #	
								(if appropriate):	
COMMERCE #:	54612-1401-64-A								
CLOSURE DATE:	November 21, 2007								
STREET ADDRESS:	464 S Saint Joseph Ave								
CITY:	Arcadia								
SOURCE PROPERTY GPS COORDINATES (meters in WTM91 projection):		X =	400424		Y =	420390			
CONTAMINATED MEDIA:	Groundwater	<input type="checkbox"/>	Soil	<input checked="" type="checkbox"/>	Both	<input type="checkbox"/>			
OFF-SOURCE GW CONTAMINATION >ES:		Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>				
• IF YES, STREET ADDRESS:									
• GPS COORDINATES (meters in WTM91 projection):	X =			Y =					
OFF-SOURCE SOIL CONTAMINATION >Generic or Site-Specific RCL (SSRCL):	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>					
• IF YES, STREET ADDRESS 1:									
• GPS COORDINATES (meters in WTM91 projection):	X =			Y =					
CONTAMINATION IN RIGHT OF WAY:	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>					
<u>DOCUMENTS NEEDED</u>									
Closure Letter, and any conditional closure letter issued or denial letter issued									X
Copy of any maintenance plan referenced in the final closure letter									
Copy of (soil or land use) deed notice <i>if any required as a condition of closure</i>									
Copy of most recent deed, including legal description, for all affected properties									X
Certified survey map or relevant portion of the recorded plat map (<i>if referenced in the legal description</i>) for all affected properties									X
County Parcel ID number, <i>if used for county</i> , for all affected properties									X
Location Map that 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. 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. 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)									
Tables of Latest Soil Analytical Results (no shading or cross-hatching)									X
Isoconcentration map(s), <i>if required for site investigation (SI)</i> . 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									X
Geologic cross-sections, <i>if required for SI</i>									X
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)									



ENVIRONMENTAL & REGULATORY SERVICES DIVISION
BUREAU OF PECFA
P.O. Box 8044
Madison, Wisconsin 53708-8044
TDD #: (608) 264-8777
Fax #: (608) 267-1381
Jim Doyle, Governor
Jack L. Fischer, A.I.A., Secretary

November 21, 2007

Brian Waite
St Joseph Hospital
464 S St Joseph Ave
Arcadia, WI 54612

RE: **Final Closure**

Commerce # 54612-1401-64-A DNR BRRTS # 03-62-000730
Saint Joseph Hospital, 464 S Saint Joseph Ave, Arcadia

Dear Mr. McBain:

The Wisconsin Department of Commerce (Commerce) has received all items required as conditions for closure of the site referenced above. This case is now listed as "closed" on the Commerce database and will be included on the Department of Natural Resources (DNR) Geographic Information System (GIS) Registry of Closed Remediation Sites to address residual contamination. It is in your best interest to keep all documentation related to the environmental activities that were conducted.

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 bring this case to closure. If you have any questions, please contact me in writing at the letterhead address or by telephone at (608) 266-0593.

Sincerely,

A handwritten signature in black ink, appearing to read "Brian F. Taylor". The signature is fluid and cursive, written over a white background.

Brian F. Taylor
Senior Hydrogeologist
Site Review Section

cc: Metco

This Indenture, Made this 19th day of August, A. D. 1975, between ST. MARY'S ASSOCIATION, INCORPORATED, a corporation under the laws of the State of Minnesota, located at St. Paul, Minnesota, party of the first part, and ST. JOSEPH'S HOSPITAL OF ARCADIA, INC.

a Corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, located at Arcadia, Wisconsin, party of the second part.

Witnesseth: That the said party of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration

to it in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents do give, grant, bargain, sell, remise, release, alien, convey and confirm unto the said party of the second part, its successors and assigns forever, the following described real estate, situated in the County of Trempealeau and State of Wisconsin, ~~to wit~~ described in Exhibit A attached hereto and made a part hereof.

FEE # 77.25 (1) EXEMPT

Together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining; and all the estate, right, title, interest, claim or demand whatsoever, of the said party of the first part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises, and their hereditaments and appurtenances.

To Have and to Hold, the said premises as above described with the hereditaments and appurtenances, unto the said party of the second part, and to its successors and assigns FOREVER.

And the said St. Mary's Association, Incorporated

for itself, its successors and assigns ~~does~~ does covenant, grant, bargain and agree to and with the said party of the second part, its successors and assigns, that at the time of the ensembling and delivery of these presents it is well seized of the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear from all incumbrances whatever, except existing roadways and easements of record

and that the above bargained premises in the quiet and peaceable possession of the said party of the second part, its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, it will forever WARRANT AND DEFEND.

In Witness Whereof, the said party of the first part has hereunto set its hands and seal this 19 day of August, A. D. 1975

Signed and Sealed in Presence of

Signature of Sister Mary Abolfe and Sister M. Theresia Munkopf with circular notary seal for St. Mary's Association, Incorporated.

ST. MARY'S ASSOCIATION, INCORPORATED (SEAL) BY Sister M. Theresia Munkopf (SEAL) Its President And Sister M. Bernadette Karsela (SEAL) Its Secretary

EXHIBIT A

A parcel of land in the Southeast Quarter of the Southwest Quarter, the Southwest Quarter of the Southeast Quarter of Section 32, Township 21, Range 9 West, and in Government Lot 1, of Section 6, Township 20, Range 9 West, described as follows:

Commencing at the Southeast corner of the Southwest Quarter of Section 32, and using the section line as a meridian; thence due East 391.4 feet to the point of beginning; thence South $4^{\circ}28'$ West a distance of 372.2 feet; thence North $80^{\circ}8'$ West a distance of 494.4 feet; thence North $26^{\circ}45'$ East a distance of 184.8 feet; thence North $63^{\circ}01'$ West a distance of 60 feet; thence North $26^{\circ}45'$ East a distance of 60 feet; thence North $63^{\circ}01'$ West a distance of 60 feet; thence North $27^{\circ}33'$ East 548 feet; thence South $85^{\circ}53'$ East 312 feet to a point which is North $4^{\circ}28'$ East, 439 feet, from the point of beginning; thence South $4^{\circ}28'$ West 439 feet to said point of beginning.

EXCEPTING therefrom the following described portion of the Southwest Quarter of the Southeast Quarter of said Section 32:

Beginning at the Southwest corner of the Southwest Quarter of the Southeast Quarter of Section 32; thence East 391.4 feet; thence North $4^{\circ}28'$ East a distance of 416.8 feet to the point of beginning; thence North $4^{\circ}28'$ East a distance of 22.2 feet; thence North $85^{\circ}53'$ West a distance of 111.3 feet; thence South 71° East a distance of 116 feet to the place of beginning.

AND a parcel of land in Government Lot 1, Section 6, Township 20, Range 9 West, described as follows:

Commencing at a point 391.4 feet East of the Southeast corner of the Southwest Quarter of said Section 32; thence South $4^{\circ}28'$ West 372.2 feet; thence North $80^{\circ}08'$ West 380 feet to the point of beginning; thence South $9^{\circ}52'$ West a distance of approximately 140 feet to the North right of way line of County Trunk Highway J; thence Westerly along said right of way line to a point North $80^{\circ}08'$ West 114.4 feet from the point of beginning; thence South $80^{\circ}08'$ East 114.4 feet to place of beginning.

AND a parcel of land in the Southwest Quarter of the Southeast Quarter of Section 32, Township 21, Range 9 West, described as follows:

Beginning at the Southwest corner of the Southwest Quarter of the Southeast Quarter of Section 32; thence East 391.4 feet; thence North $4^{\circ}28'$ East a distance of 206 feet to the point of beginning; thence South $83^{\circ}48'$ East a distance of 215 feet; thence North $23^{\circ}57'$ East 152 feet; thence North 71° West a distance of 274 feet; thence South $4^{\circ}28'$ West a distance of 210.8 feet to the point of beginning.

297589

EXHIBIT "A"

VOL. 424 PAGE 596

Legal Description:

Part of Government Lot 1 of Section 6, Township 20 North of Range 9 West, City of Arcadia, Trempealeau County, Wisconsin, described as follows:

Commencing at a stone monument at the South Quarter corner of Section 32, Township 21 North of Range 9 West, said point being on the North line of said Government Lot 1; thence South 50 degrees 04 minutes East 117.65 feet to the point of beginning; thence South 29 degrees 39 minutes West 44 feet to point "A"; thence South 60 degrees 21 minutes East 45 feet; thence South 29 degrees 39 minutes West 11 feet; thence South 60 degrees 21 minutes East 29 feet; thence North 29 degrees 39 minutes East 19.33 feet; thence North 60 degrees 21 minutes West 6 feet; thence North 29 degrees 39 minutes East 35.67 feet to point "B"; thence North 60 degrees 21 minutes West 68 feet to the point of beginning.

Together with the following described parcel:

Part of Government Lot 1 of Section 6, Township 20 North of Range 9 West, City of Arcadia, Trempealeau County, Wisconsin, described as follows:

Beginning at point "A" in the preceding description; thence South 29 degrees 39 minutes West 43 feet; thence South 60 degrees 21 minutes East 106 feet; thence North 29 degrees 39 minutes East 105 feet; thence North 60 degrees 21 minutes West 38 feet; thence South 29 degrees 39 minutes West 53.67 feet; thence South 60 degrees 21 minutes East 6 feet; thence South 29 degrees 39 minutes West 19.33 feet; thence North 60 degrees 21 minutes West 29 feet; thence North 29 degrees 39 minutes East 11 feet; thence North 60 degrees 21 minutes West 45 feet to the point of beginning.

ALSO: Together with a 20 feet drive easement the centerline of which is described as follows: Commencing at point "B" in the above description; thence South 60 degrees 21 minutes East 33 feet; thence North 29 degrees 39 minutes East 28 feet to the point of beginning; thence North 60 degrees 21 minutes West to the Easterly R/W of St. Joseph Avenue and the terminus of said centerline.

PARCEL IDENTIFICATION NUMBER: 201990 & 201991

RESOLUTION

WHEREAS, the City of Arcadia entered into a Lease and Agreement with St. Joseph's Hospital Foundation, Inc., a Wisconsin corporation, under the date of October 30, 1980; and

WHEREAS, the term of the aforementioned Lease was for a period commencing on the 1st day of October, 1980 to and including October 31, 1999; and

WHEREAS, St. Joseph's Hospital Foundation, Inc. has fully performed all obligations to be performed by it under the terms and conditions of the aforementioned Lease and Agreement, including but not limited to paying all amounts which are due or are to become due the City of Arcadia under the terms and conditions of said Lease and Agreement; and

WHEREAS, the aforesaid Lease and Agreement specifically provides that on St. Joseph's Hospital Foundation, Inc.'s full performance of its obligations under the aforesaid Lease and Agreement, that the City of Arcadia was to deliver to St. Joseph's Hospital Foundation, Inc., a Warranty Deed for that real estate hereinafter referred to, subject only to zoning ordinances, easements, rights-of-way, and liens and encumbrances created or suffered to be created by St. Joseph's Hospital Foundation, Inc. or St. Joseph's Hospital of Arcadia, Inc.

NOW, THEREFORE, BE IT RESOLVED that the actions of Gary J. Bautch and Jeannine Davis, who are respectively the Mayor and City Clerk of the City of Arcadia, in making, executing and delivering, on behalf of the City of Arcadia and with its authority, that Warranty Deed dated June 30, 1995, a true and correct copy of which is attached hereto and marked Exhibit I, to St. Joseph's Hospital Foundation, Inc., is hereby ratified, approved and confirmed.

BE IT FURTHER RESOLVED that the actions Gary J. Bautch and Jeannine Davis, who are respectively the Mayor and City Clerk of the City of Arcadia, in entering into that Agreement dated June 30, 1995, a true and correct copy of which is attached hereto, marked Exhibit II, on behalf of the City of Arcadia and with its authority is hereby ratified, approved and confirmed.

BE IT FURTHER RESOLVED that the actions Gary J. Bautch and Jeannine Davis, who are respectively the Mayor and City Clerk of the City of Arcadia, in entering into that Agreement dated June 30, 1995, a true and correct copy of which is attached hereto, marked Exhibit III, on behalf of the City of Arcadia and with its authority is hereby ratified, approved and confirmed.

297589

CERTIFICATE

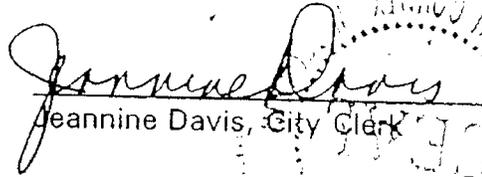
STATE OF WISCONSIN

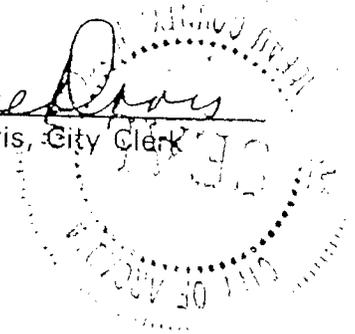
VOL. 424 PAGE 598

SS

TREMPEALEAU COUNTY

This is to certify that the foregoing Resolution was duly presented and passed at a special meeting of the City Council of the City of Arcadia held at the City Hall of the City of Arcadia, Wisconsin, on the 14th day of September, 1995, and that the foregoing is a true and correct copy of said Resolution so passed.


Jeannine Davis, City Clerk



DOCUMENT NO.

297589

WARRANTY DEED

THIS SPACE RESERVED FOR RECORDING DATA

This Deed, made between The City of Arcadia, a municipal corporation located in Trempealeau County, State of Wisconsin

and St. Joseph's Hospital Foundation, Inc., a Wisconsin Corporation

Witnesseth, That the said Grantor, for a valuable consideration conveys to Grantee the following described real estate in Trempealeau County, State of Wisconsin:

VOL. 424 PAGE 599

RETURN TO:

Tax Parcel No.:

Those lands described on Exhibit A which is attached hereto and incorporated herein by way of reference.

This Deed is given in full and complete satisfaction of the Grantor's obligations under a Lease and Agreement which was entered into between the Grantor and Grantee on October 30, 1980.

Exempt from Wisconsin Transfer Tax, Section 77.25(2), Wis. Stats.

This is NOT homestead property.

Together with all and singular the hereditaments and appurtenances thereunto belonging;

And Grantor warrants that the title is good, indefeasible in fee simple and free and clear of encumbrances except: liens and encumbrances created or suffered to be created by the Grantee or St. Joseph's Hospital of Arcadia, Inc., all existing easements and rights-of-way and subject to all Federal, State and municipal laws, rules and regulations, and ordinances and will warrant and defend the same.

Dated this 30th day of June, 1995

CITY OF ARCADIA

BY: /s/ Gary Bautch (SEAL)

* Gary J. Bautch, Mayor

ATTEST: /s/ Jeannine Davis (SEAL)

* Jeannine Davis, City Clerk

AUTHENTICATION

Signature(s) of

authenticated this day of 1995

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

THIS INSTRUMENT WAS DRAFTED BY Attorney William N. Koslo

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

ACKNOWLEDGEMENT

STATE OF WISCONSIN)) SS Trempealeau County)

Personally came before me this 30th day of June 1995 the above named Gary J. Bautch and Jeannine Davis who are respectively the Mayor and the City Clerk of the City of Arcadia, a municipal corporation located in Trempealeau County, State of Wisconsin to me known to be the persons who executed the foregoing instrument and acknowledge the same.

/s/ Darlene Goehner

* Darlene Goehner Notary Public Trempealeau County, Wis. My Commission expires May 4, 1997.

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

297589

EXHIBIT "A"

VOL. 424 PAGE 600.

Legal Description:

Part of Government Lot 1 of Section 6, Township 20 North of Range 9 West, City of Arcadia, Trempealeau County, Wisconsin, described as follows:

Commencing at a stone monument at the South Quarter corner of Section 32, Township 21 North of Range 9 West, said point being on the North line of said Government Lot 1; thence South 50 degrees 04 minutes East 117.65 feet to the point of beginning; thence South 29 degrees 39 minutes West 44 feet to point "A"; thence South 60 degrees 21 minutes East 45 feet; thence South 29 degrees 39 minutes West 11 feet; thence South 60 degrees 21 minutes East 29 feet; thence North 29 degrees 39 minutes East 19.33 feet; thence North 60 degrees 21 minutes West 6 feet; thence North 29 degrees 39 minutes East 35.67 feet to point "B"; thence North 60 degrees 21 minutes West 68 feet to the point of beginning.

Together with the following described parcel:

Part of Government Lot 1 of Section 6, Township 20 North of Range 9 West, City of Arcadia, Trempealeau County, Wisconsin, described as follows:

Beginning at point "A" in the preceding description; thence South 29 degrees 39 minutes West 43 feet; thence South 60 degrees 21 minutes East 106 feet; thence North 29 degrees 39 minutes East 105 feet; thence North 60 degrees 21 minutes West 38 feet; thence South 29 degrees 39 minutes West 53.67 feet; thence South 60 degrees 21 minutes East 6 feet; thence South 29 degrees 39 minutes West 19.33 feet; thence North 60 degrees 21 minutes West 29 feet; thence North 29 degrees 39 minutes East 11 feet; thence North 60 degrees 21 minutes West 45 feet to the point of beginning.

ALSO: Together with a 20 feet drive easement the centerline of which is described as follows: Commencing at point "B" in the above description; thence South 60 degrees 21 minutes East 38 feet; thence North 29 degrees 39 minutes East 28 feet to the point of beginning; thence North 60 degrees 21 minutes West to the Easterly R/W of St. Joseph Avenue and the terminus of said centerline.

PARCEL IDENTIFICATION NUMBER: 201990 & 201991

This Agreement is made and entered into this 30th day of June, 1995 by and between the City of Arcadia, a municipal corporation located within the confines of Trempealeau County, Wisconsin, (herein called the "CITY") and St. Joseph's Hospital Foundation, Inc., a Wisconsin corporation (herein called the "FOUNDATION").

RECITALS

The CITY and the FOUNDATION entered into a Lease and Agreement (herein called "LEASE") dated October 30, 1980 and recorded on December 9, 1980 in the office of the Register of Deeds for Trempealeau County, Wisconsin in Volume 269 of Records on page 448 as Document Number 232281. The purpose of this Agreement is to (i) change the last date of the term of the LEASE from October 31, 1999 to the 30th day of June, 1995, (ii) acknowledge that each of the parties to the LEASE have fully performed their respective obligations under the terms and conditions of the LEASE, and (iii) provide the delivery of the required Warranty Deed from the CITY to the FOUNDATION.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of One Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the CITY and the FOUNDATION as follows:

1. That the term of the LEASE is amended to provide that the last day of the term of the LEASE shall be 30th day of June, 1995.
2. That the CITY shall deliver to the FOUNDATION, a Warranty Deed, a true and correct copy of which is attached hereto, marked Exhibit I, and incorporated herein by way of reference.
3. The FOUNDATION has reviewed an abstract of title to the lands described in the Exhibit I Warranty Deed, is satisfied with the title thereto and warrants and represents to the CITY that there are no leases, agreements, liens, or encumbrances which affect the real estate described therein.
4. That with the delivery of the aforementioned Warranty Deed, the CITY has fully and completely performed each and every obligation to be performed by it under the terms and conditions of the LEASE.
5. That the FOUNDATION has performed each and every obligation to be performed by it under the terms and conditions of the LEASE.

- 6. That the LEASE has been effectively cancelled as of the 30th day of June, 1995 and is of no further force and effect.
- 7. The CITY has full authority to enter into this Agreement and carry out all provisions contained herein.
- 8. The FOUNDATION has full authority to enter into this Agreement and carry out all provisions contained herein.
- 9. This Agreement is binding upon the parties hereto, their respective successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and year first above written.

CITY OF ARCADIA

ST. JOSEPH HOSPITAL
FOUNDATION, INC.

BY: /s/ Gary J. Bautch
Honorable Gary J. Bautch, Mayor

BY: /s/ Ann Nelson
Ann Nelson, President

ATTEST: /s/ Jeannine Davis
Jeannine Davis, City Clerk

ATTEST: /s/ Darlene Goehner
Darlene Goehner, Secretary

This Deed, made between The City of Arcadia, a municipal corporation located in Trempealeau County, State of Wisconsin

and St. Joseph's Hospital Foundation, Inc., a Wisconsin Corporation

Witnesseth, That the said Grantor, for a valuable consideration conveys to Grantee the following described real estate in Trempealeau County, State of Wisconsin:

VOL. 424 PAGE 603

RETURN TO:

Tax Parcel No.:

Those lands described on Exhibit A which is attached hereto and incorporated herein by way of reference.

This Deed is given in full and complete satisfaction of the Grantor's obligations under a Lease and Agreement which was entered into between the Grantor and Grantee on October 30, 1980.

Exempt from Wisconsin Transfer Tax, Section 77.25(2), Wis. Stats.

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

Together with all and singular the hereditaments and appurtenances thereunto belonging:

And Grantor warrants that the title is good, indefeasible in fee simple and free and clear of encumbrances except: liens and encumbrances created or suffered to be created by the Grantee or St. Joseph's Hospital of Arcadia, Inc., all existing easements and rights-of-way and subject to all Federal, State and municipal laws, rules and regulations, and ordinances and will warrant and defend the same.

Dated this 30th day of June, 1995

CITY OF ARCADIA

BY: /s/ Gary Bautch (SEAL) _____ (SEAL)

* Gary J. Bautch, Mayor

ATTEST: /s/ Jeannine Davis (SEAL) _____ (SEAL)

* Jeannine Davis, City Clerk

AUTHENTICATION

Signature(s) of _____

authenticated this _____ day of _____, 1995

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

THIS INSTRUMENT WAS DRAFTED BY
Attorney William N. Koslo

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

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) SS
Trempealeau County)

Personally came before me this 30th day of June, 1995 the above named Gary J. Bautch and Jeannine Davis who are respectively the Mayor and the City Clerk of the City of Arcadia, a municipal corporation located in Trempealeau County, State of Wisconsin to me known to be the persons who executed the foregoing instrument and acknowledge the same.

/s/ Darlene Goehner
* Darlene Goehner
Notary Public Trempealeau County, Wis.
My Commission expires May 4, 1997.

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

297589

EXHIBIT "A"

VOL. 424 PAGE 604

Legal Description:

Part of Government Lot 1 of Section 6, Township 20 North of Range 9 West, City of Arcadia, Trempealeau County, Wisconsin, described as follows:

Commencing at a stone monument at the South Quarter corner of Section 32, Township 21 North of Range 9 West, said point being on the North line of said Government Lot 1; thence South 50 degrees 04 minutes East 117.65 feet to the point of beginning; thence South 29 degrees 39 minutes West 44 feet to point "A"; thence South 60 degrees 21 minutes East 45 feet; thence South 29 degrees 39 minutes West 11 feet; thence South 60 degrees 21 minutes East 29 feet; thence North 29 degrees 39 minutes East 19.33 feet; thence North 60 degrees 21 minutes West 6 feet; thence North 29 degrees 39 minutes East 35.67 feet to point "B"; thence North 60 degrees 21 minutes West 68 feet to the point of beginning.

Together with the following described parcel:

Part of Government Lot 1 of Section 6, Township 20 North of Range 9 West, City of Arcadia, Trempealeau County, Wisconsin, described as follows:

Beginning at point "A" in the preceding description; thence South 29 degrees 39 minutes West 43 feet; thence South 60 degrees 21 minutes East 106 feet; thence North 29 degrees 39 minutes East 105 feet; thence North 60 degrees 21 minutes West 38 feet; thence South 29 degrees 39 minutes West 53.67 feet; thence South 60 degrees 21 minutes East 6 feet; thence South 29 degrees 39 minutes West 19.33 feet; thence North 60 degrees 21 minutes West 29 feet; thence North 29 degrees 39 minutes East 11 feet; thence North 60 degrees 21 minutes West 45 feet to the point of beginning.

ALSO: Together with a 20 feet drive easement the centerline of which is described as follows: Commencing at point "B" in the above description; thence South 60 degrees 21 minutes East 38 feet; thence North 29 degrees 39 minutes East 28 feet to the point of beginning; thence North 60 degrees 21 minutes West to the Easterly R/W of St. Joseph Avenue and the terminus of said centerline.

PARCEL IDENTIFICATION NUMBER: 201990 & 201991

This Agreement is made and entered as of the 30th day of June, 1995 by and between the City of Arcadia, a municipal corporation located within the confines of the County of Trempealeau, State of Wisconsin, (herein called the "CITY"), St. Joseph's Hospital Foundation, Inc., a Wisconsin corporation (herein called the "FOUNDATION"), St. Joseph's Hospital of Arcadia, Inc., a Wisconsin corporation (herein called "HOSPITAL"), and St. Mary's Association, Inc., a Minnesota corporation, (herein called "ST. MARY'S").

RECITALS

The parties entered into an Agreement (herein called "AGREEMENT") dated October 30, 1980, and recorded on December 9, 1980 in the office of the Register of Deeds for Trempealeau County, Wisconsin in Volume 269 of Records on page 464 as Document Number 232282. The purpose of this document is to (i) acknowledge that each of the parties have fully and completely fulfilled each and every obligation to be performed by them under the terms and conditions of the AGREEMENT, and (ii) to terminate the AGREEMENT.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of One Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed to by and between the parties hereto as follows:

1. That each of the parties have fully and completely performed each and every obligation to be performed by them under the terms and conditions of the AGREEMENT.
2. That the Lease referred to in the AGREEMENT has now been terminated and the CITY has fully and completely performed each and every obligation to be performed by it under the terms and conditions of the Lease including, but not limited to, the delivery of a Warranty Deed to the FOUNDATION, a true and correct copy of which is marked Exhibit I and incorporated herein by way of reference.
3. The obligations of the HOSPITAL under the terms and conditions of the "Guaranty" referred to in the AGREEMENT are hereby terminated and rendered null and void and of no effect whatsoever.
4. The CITY has full authority to enter into this Agreement and carry out all provisions contained herein.

EXHIBIT III

- 5. The FOUNDATION has full authority to enter into this Agreement on its own behalf and on behalf of ST. MARY'S, and to carry out, on its own behalf and on behalf of ST. MARY'S, all provisions contained herein.
- 6. The HOSPITAL has full authority to enter into this Agreement and carry out all provisions contained herein.
- 7. This Agreement is binding upon the parties hereto, and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and year first above written.

ST. JOSEPH'S HOSPITAL OF
ARCADIA, INC.

ST. JOSEPH HOSPITAL
FOUNDATION, INC. ON ITS OWN
BEHALF AND ON BEHALF OF
ST. MARY'S ASSOCIATION, INC.

BY: /s/ Charles Blaschko
Charles Blaschko, President

BY: /s/ Ann Nelson
Ann Nelson, President

ATTEST: /s/ Sr. Blanche Klein
Sr. Blanche Klein, Secretary

ATTEST: /s/ Darlene Goehner
Darlene Goehner, Secretary

CITY OF ARCADIA

BY: /s/ Gary J. Bautch
Honorable Gary J. Bautch, Mayor

ATTEST: /s/ Jeannine Davis
Jeannine Davis, City Clerk

VOL. 424 PAGE 607

This Deed, made between The City of Arcadia, a municipal corporation located in Trempealeau County, State of Wisconsin

and St. Joseph's Hospital Foundation, Inc., a Wisconsin Corporation

Witnesseth, That the said Grantor, for a valuable consideration conveys to Grantee the following described real estate in Trempealeau County, State of Wisconsin:

RETURN TO:

Tax Parcel No.:

Those lands described on Exhibit A which is attached hereto and incorporated herein by way of reference.

This Deed is given in full and complete satisfaction of the Grantor's obligations under a Lease and Agreement which was entered into between the Grantor and Grantee on October 30, 1980.

Exempt from Wisconsin Transfer Tax, Section 77.25(2), Wis. Stats.

This is not homestead property.

Together with all and singular the hereditaments and appurtenances thereunto belonging:

And Grantor warrants that the title is good, indefeasible in fee simple and free and clear of encumbrances except: liens and encumbrances created or suffered to be created by the Grantee or St. Joseph's Hospital of Arcadia, Inc., all existing easements and rights-of-way and subject to all Federal, State and municipal laws, rules and regulations, and ordinances and will warrant and defend the same.

Dated this 30th day of June, 1995

CITY OF ARCADIA

BY: /s/ Gary Bautch (SEAL)

Gary J. Bautch, Mayor

ATTEST: /s/ Jeannine Davis (SEAL)

Jeannine Davis, City Clerk

AUTHENTICATION

Signature(s) of

authenticated this day of 1995

TITLE: MEMBER STATE BAR OF WISCONSIN

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

THIS INSTRUMENT WAS DRAFTED BY Attorney William N. Koslo

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

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) SS
Trempealeau County)

Personally came before me this 30th day of June, 1995 the above named Gary J. Bautch and Jeannine Davis who are respectively the Mayor and the City Clerk of the City of Arcadia, a municipal corporation located in Trempealeau County, State of Wisconsin to me known to be the persons who executed the foregoing instrument and acknowledge the same.

/s/ Darlene Goehner
Darlene Goehner
Notary Public Trempealeau County, Wis.
My Commission expires May 4, 1997.

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

297589

EXHIBIT "A"

VOL. 424 PAGE 68

Legal Description:

Part of Government Lot 1 of Section 6, Township 20 North of Range 9 West, City of Arcadia, Trempealeau County, Wisconsin, described as follows:

Commencing at a stone monument at the South Quarter corner of Section 32, Township 21 North of Range 9 West, said point being on the North line of said Government Lot 1; thence South 50 degrees 04 minutes East 117.65 feet to the point of beginning; thence South 29 degrees 39 minutes West 44 feet to point "A"; thence South 60 degrees 21 minutes East 45 feet; thence South 29 degrees 39 minutes West 11 feet; thence South 60 degrees 21 minutes East 29 feet; thence North 29 degrees 39 minutes East 19.33 feet; thence North 60 degrees 21 minutes West 6 feet; thence North 29 degrees 39 minutes East 35.67 feet to point "B"; thence North 60 degrees 21 minutes West 68 feet to the point of beginning.

Together with the following described parcel:

Part of Government Lot 1 of Section 6, Township 20 North of Range 9 West, City of Arcadia, Trempealeau County, Wisconsin, described as follows:

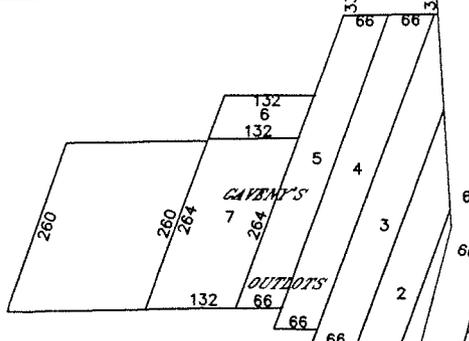
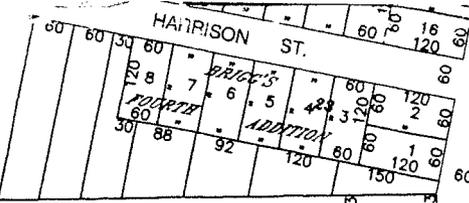
Beginning at point "A" in the preceding description; thence South 29 degrees 39 minutes West 43 feet; thence South 60 degrees 21 minutes East 106 feet; thence North 29 degrees 39 minutes East 105 feet; thence North 60 degrees 21 minutes West 38 feet; thence South 29 degrees 39 minutes West 53.67 feet; thence South 60 degrees 21 minutes East 6 feet; thence South 29 degrees 39 minutes West 19.33 feet; thence North 60 degrees 21 minutes West 29 feet; thence North 29 degrees 39 minutes East 11 feet; thence North 60 degrees 21 minutes West 45 feet to the point of beginning.

ALSO: Together with a 20 feet drive easement the centerline of which is described as follows: Commencing at point "B" in the above description; thence South 60 degrees 21 minutes East 38 feet; thence North 29 degrees 39 minutes East 28 feet to the point of beginning; thence North 60 degrees 21 minutes West to the Easterly R/W of St. Joseph Avenue and the terminus of said centerline.

PARCEL IDENTIFICATION NUMBER: 201990 & 201991

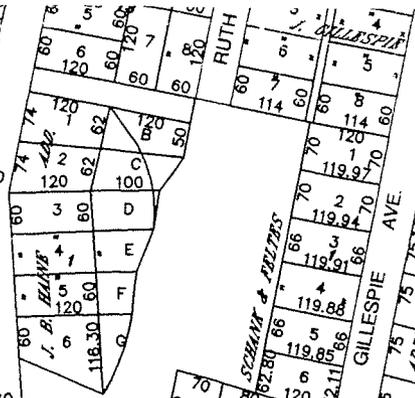


HARRISON ST.



TYLER ST.

WASHINGTON ST.



MCKINLEY ST.



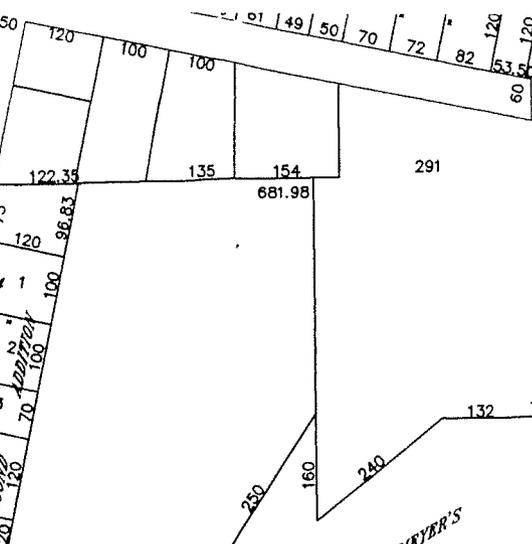
ST. JOSEPH'S AVE.

St Joseph Hospital

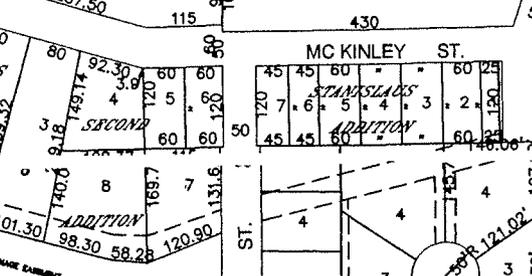
GAVNEY RD



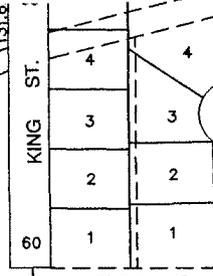
SCHANK AVE.



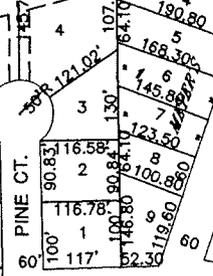
MCKINLEY ST.



KING ST.



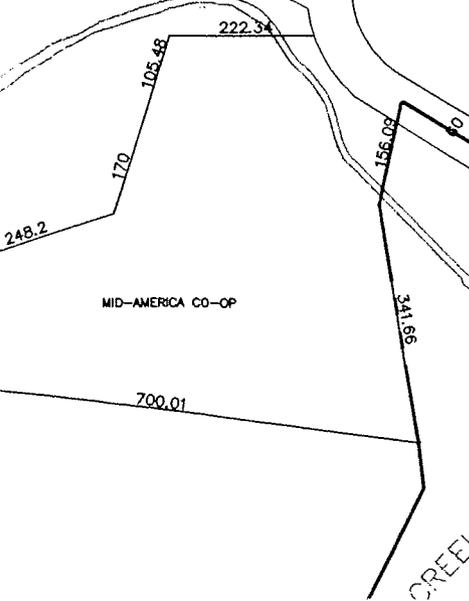
PINE CT.



PEARL ST.



CORPORATE



St. Joseph Hospital

Property Address: 464 S. St. Joseph Ave., Arcadia, WI

Property Owner: Franciscan Skemp Healthcare

Trempealeau County Parcel ID No.: 201990 & 201991

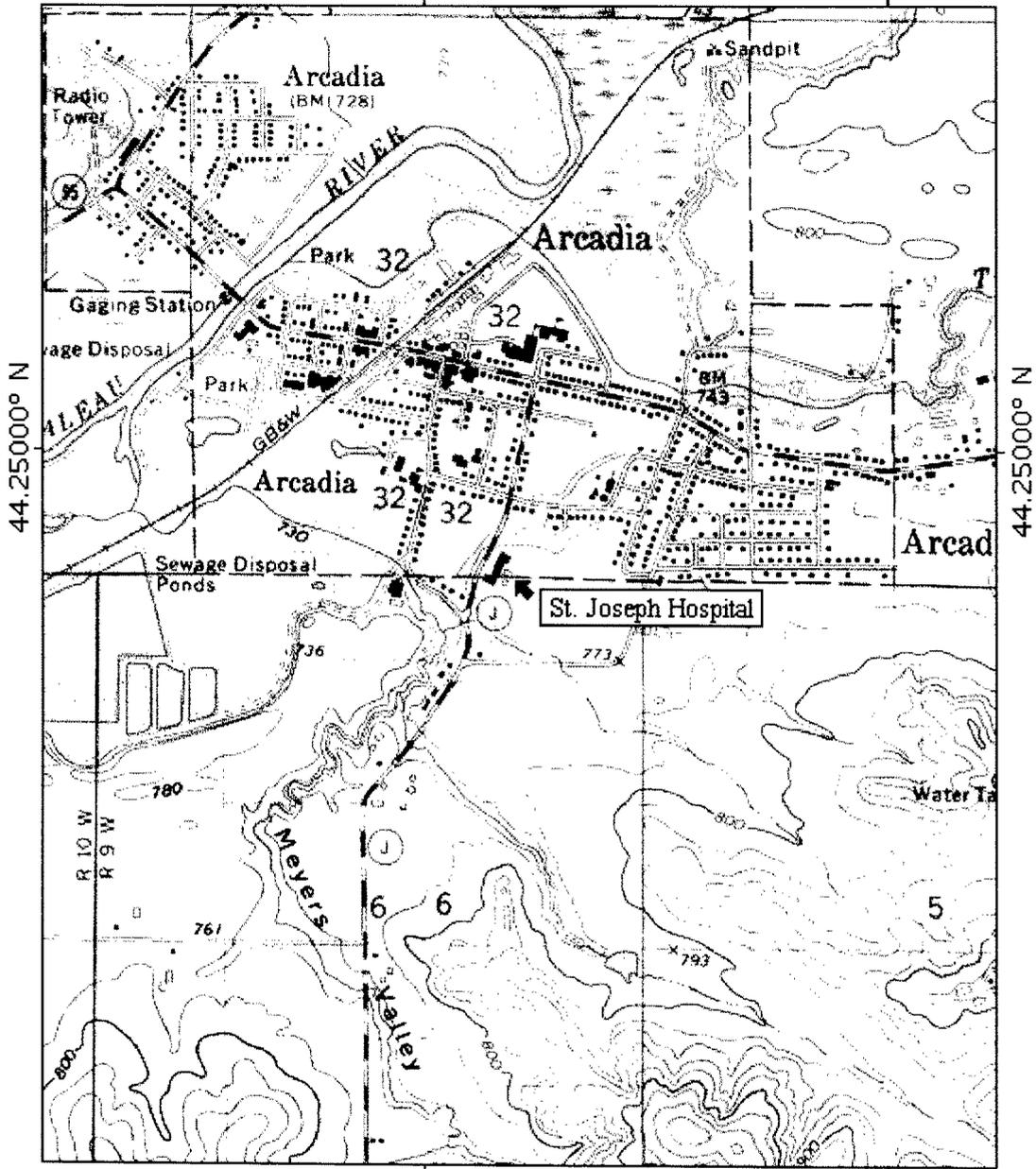
Deed Recorded: Volume 221, Page 606-608

Volume 424, Page 595-608

Geographical Position (WTM91 projection): 400424, 420390

Soil Contamination

TOPOI map printed on 09/18/07 from "wisconsin.tpo" and "Untitled.tpg"
91.50000° W NAD27 91.48333° W



TN
MIN
0 1/2°

91.50000° W NAD27 91.48333° W
0 1000 FEET 0 500 1000 METERS
1 MILE

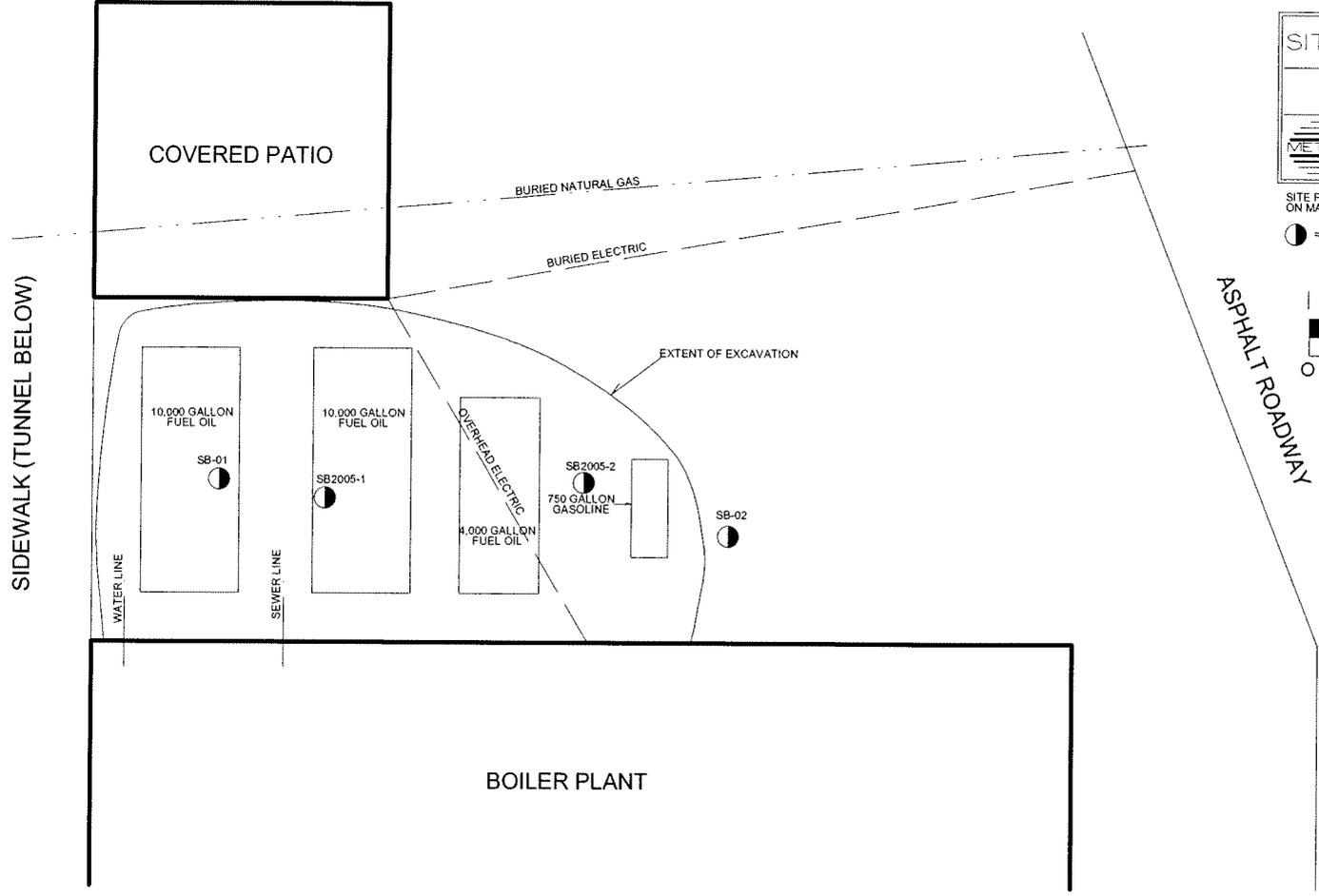
Printed from TOPOI ©2001 National Geographic Holdings (www.topo.com)

SITE LOCATION MAP – CONTOUR INTERVAL 20 FEET
ST. JOSEPH HOSPITAL – ARCADIA, WI
SEAMLESS USGS TOPOGRAPHIC MAPS ON CD-ROM

SITE LAYOUT MAP		
ST JOSEPH HOSPITAL		
	ARCADIA, WISCONSIN <small>DRAWN BY: RD</small> <small>DATE: 9/18/07</small>	

SITE FEATURES AND BORING LOCATIONS BASED ON MAP BY ACG ENVIRONMENTAL, INC.

● = SOIL BORING LOCATION



DRILLING PROJECT DATA TABLE FOR ST. JOSEPH'S HOSPITAL BRRTS# 03-62-000730
BY METCO

DRILLING PROJECT CONDUCTED BY ACG ENVIRONMENTAL, INC. ON NOVEMBER 12 & 13, 1992

SOIL SAMPLES

Sample Location Number	SB-01-01	SB-01-02	SB-01-03	SB-01-04	SB-01-05	SB-01-06	SB-01-07	SB-01-08	SB-01-09	SB-01-10	SB-01-11	SB-01-12	SB-01-13
Sample Depth Below Ground Surface	5	7.7	10	12	15	17.5	20	22.5	25	27.5	30	32.5	35
Soil Type	SAND	SAND	SAND	SAND	SAND	SAND/SILT	SAND	SAND	SAND	SAND/SILT	SAND	SAND	SAND
Petroleum Odors	==	==	==	==	YES	YES	==	==	==	==	==	==	==
Petroleum Staining	==	==	==	==	==	YES	YES	==	NO	NO	NO	NO	NO
GRO/ppm	ns	ns	ns	ns	127	ns	ns	ns	ns	ns	3.55	ns	<1.0
DRO/ppm	ns	ns	ns	ns	ns	ns	ns	ns	ns	ns	<1.0	ns	ns
Benzene/ppm	ns	ns	ns	ns	<0.007	ns	ns	ns	ns	ns	0.040	ns	ns
Ethylbenzene/ppm	ns	ns	ns	ns	0.014	ns	ns	ns	ns	ns	0.040	ns	ns
Toluene/ppm	ns	ns	ns	ns	0.08	ns	ns	ns	ns	ns	0.100	ns	ns
m&p-Xylene/ppm	ns	ns	ns	ns	0.16	ns	ns	ns	ns	ns	0.01	ns	ns
o-Xylene/ppm	ns	ns	ns	ns	0.103	ns	ns	ns	ns	ns	0.02	ns	ns
Sample Location Number	SB-02-01	SB-02-02	SB-02-03	SB-02-04	SB-02-05	SB-02-06	METH BLANK						
Sample Depth Below Ground Surface	2.5-4.5	5-7	7.5-9.5	10-12	12.5-14.5	==	==						
Soil Type	FILL	SAND	SAND	SAND/SILT	SAND/SILT	SAND/SILT	==						
Petroleum Odors	==	NO	NO	==	==	==	==						
Petroleum Staining	==	NO	NO	==	==	==	==						
GRO/ppm	ns	ns	ns	ns	ns	<1.0	<1.0						
DRO/ppm	ns	ns	ns	ns	ns	ns	ns						
Benzene/ppm	ns	ns	ns	ns	ns	ns	ns						
Ethylbenzene/ppm	ns	ns	ns	ns	ns	ns	ns						
Toluene/ppm	ns	ns	ns	ns	ns	ns	ns						
m&p-Xylene/ppm	ns	ns	ns	ns	ns	ns	ns						
o-Xylene/ppm	ns	ns	ns	ns	ns	ns	ns						

NOTE: Bold = detects NS = NOT SAMPLED

DRILLING PROJECT DATA TABLE FOR ST. JOSEPH'S HOSPITAL BRRTS# 03-62-000730
 BY METCO

DRILLING PROJECT CONDUCTED BY ACG ENVIRONMENTAL, INC. ON MAY 20, 1993

SOIL SAMPLES

	SB-2005-1-01	SB-2005-1-02	SB-2005-1-03	SB-2005-1-04	SB-2005-1-05	SB-2005-1-06	SB-2005-1-07	SB-2005-1-08	SB-2005-1-09	SB-2005-1-10	SB-2005-1-11	SB-2005-1-12	SB-2005-1-13
Sample Location Number	01	02	03	04	05	06	07	08	09	10	11	12	13
Sample Depth Below Ground Surface	2.5	5	7.5	10	12.5	15	17.5	20	22.5	25	27.5	30	32.5
PID	0	0	0	0	0	14.2	48	70	48	8.2	2.2	0	0
Soil Type	SAND	SAND	SAND	SAND/SILT	SAND/SILT	SAND	SAND	SAND	SAND/SILT	SAND	SAND	SAND	SAND
Petroleum Odors	NO	NO	NO	NO	NO	YES	YES	==	==	NO	==	==	==
Petroleum Staining	NO	NO	NO	NO	NO	YES	YES	==	YES	NO	==	==	==
GRO/ppm	ns	ns	ns	ns	ns	ns	242	ns	ns	ns	6.05	ns	ns
DRO/ppm	ns	2050	ns	ns	ns	ns	<1.0						

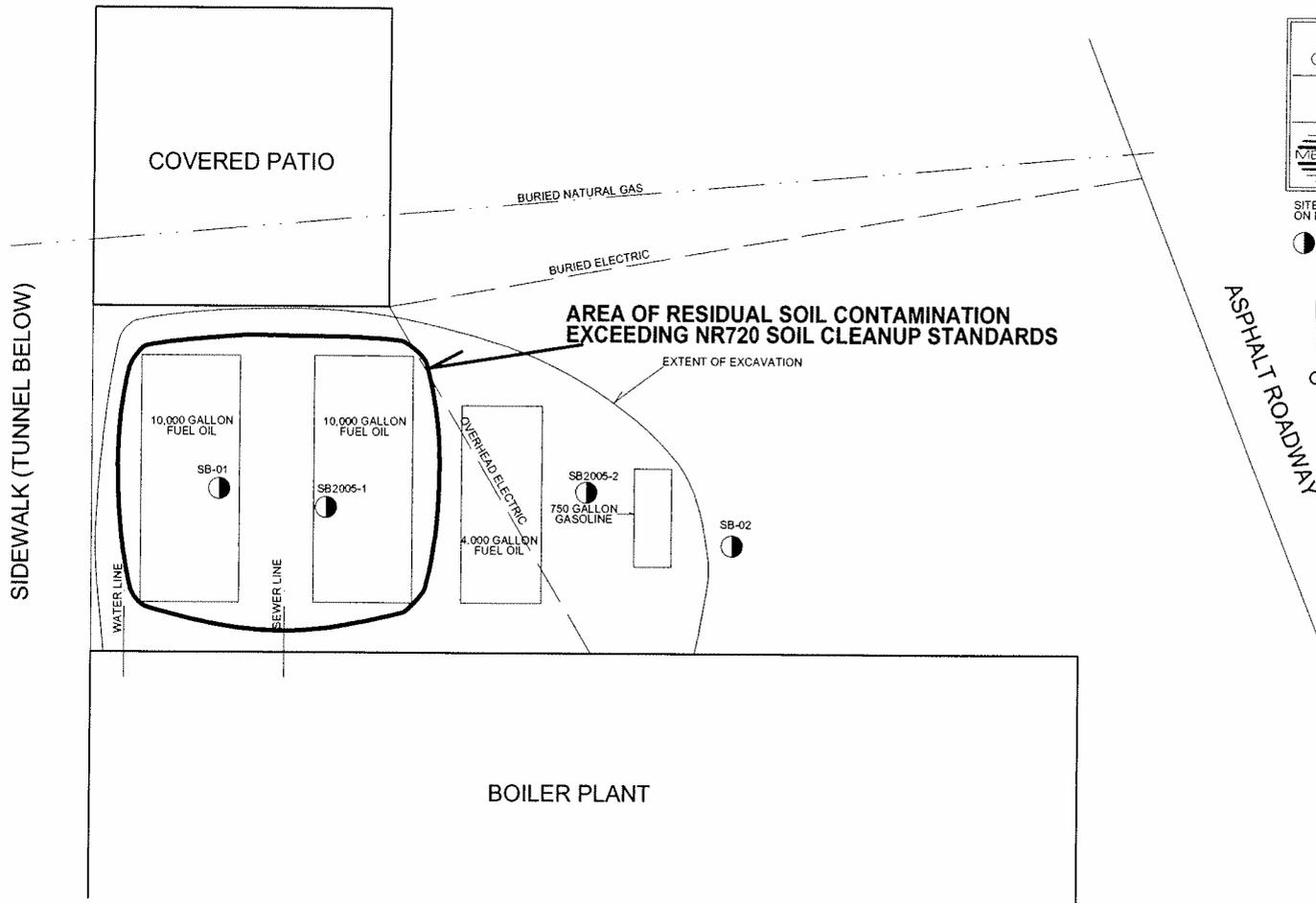
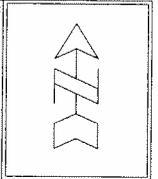
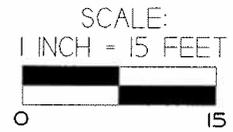
	SB-2005-2-01	SB-2005-2-02	SB-2005-2-03	SB-2005-2-04	SB-2005-2-05	SB-2005-2-06	SB-2005-2-07	SB-2005-2-08	SB-2005-2-09	SB-2005-2-10	TRIP
Sample Location Number	01	02	03	04	05	06	07	08	09	10	BLANK
Sample Depth Below Ground Surface	2.5	5	7.5	10	12.5	15	17.5	20	22.5	25	==
PID	0	0	0	0	0	0	0	13.8	0	0	==
Soil Type	SAND	SAND/SILT	SAND/SILT	SAND/SILT	SAND	SAND	SAND	SAND	SAND	SAND	==
Petroleum Odors	NO	==	==	NO	==	==	==	==	==	==	==
Petroleum Staining	NO	==	==	NO	==	==	==	==	==	==	==
GRO/ppm	ns	30.4	ns	ns	<1.0						
DRO/ppm	ns	ns									

NOTE: Bold = detects NS = NOT SAMPLED
 J Flag: Analyte detected between LOD and LOQ

RESIDUAL SOIL CONTAMINATION MAP	
ST JOSEPH HOSPITAL	
METCO	ARCADIA, WISCONSIN
	DRAWN BY: ED DATE: 6/6/07

SITE FEATURES AND BORING LOCATIONS BASED ON MAP BY ACG ENVIRONMENTAL, INC.

● = SOIL BORING LOCATION

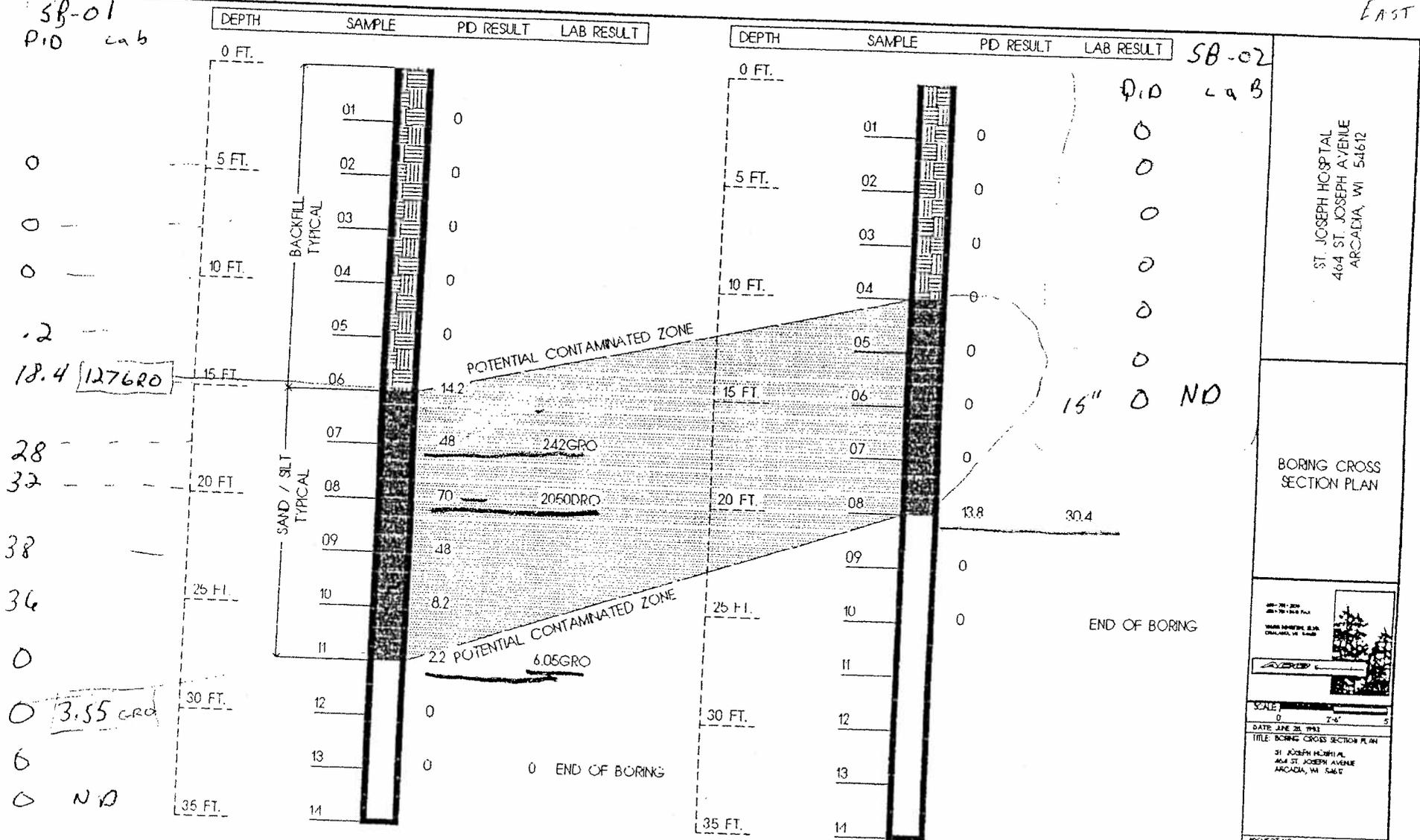


NEST

EAST

SB-01
P10 Cab

SB-02
P10 Cab



0
0
0
0.2
18.4 1276RO
28
32
38
36
0
0 3.55 GRO
6
0 ND

15" 0 ND

ST. JOSEPH HOSPITAL
464 ST. JOSEPH AVENUE
ARCADIA, WI 54612

BORING CROSS SECTION PLAN



SCALE: 0 2'-0" 5'
DATE: JUNE 28, 1983
TITLE: BORING CROSS SECTION PLAN
31 JOSEPH HOSPITAL
464 ST. JOSEPH AVENUE
ARCADIA, WI 54612

PROJECT NO.: 8 2004
DRAWN BY: T. WISE
CHECKED BY: J. G. SCH
DRAWING NUMBER:
SIJCE-2DWG

END OF BORING

SB2005-2

WDNR BRRTS Case #: 03-62-000730

WDNR Site Name: St. Joseph Hospital

Geographic Information System (GIS) Registry of Closed Remediation Sites

In compliance with the revisions to the NR 700 rule series requiring certain closed sites to be listed on the Geographic Information System (GIS) Registry of Closed Remediation Sites (Registry) effective Nov., 2001, I have provided the following information.

To the best of my knowledge the legal descriptions provided and attached to this statement are complete and accurate.

Responsible Party: BRIAN WADE, Fac. Services Supervisor
(print name/title)


(signature)

8/3/07
(date)