

Ongoing Cleanups with Continuing Obligations Cover Sheet

April, 2010
(RR 5391)

Purpose

This cover sheet summarizes continuing obligations regarding environmental conditions on this property. Continuing obligations are legal mechanisms that:

- 1) Require or restrict certain actions to protect human health or the environment.
- 2) Minimize human and natural resource exposure to contamination, and/or
- 3) Give notice of the **existence** of residual contamination

Learn more about continuing obligations at <http://dnr.wi.gov/topic/brownfields/residual.html>

DNR Property Information:

DNR Approval Date: Jun 28, 1991

BRRTS #: 02-05-000031 FID #: 405022420

ACTIVITY NAME: Better Brite - Zinc (SF)

PROPERTY ADDRESS: 315 South Sixth St

MUNICIPALITY: De Pere

PARCEL ID #: WD-103-1

*WTM COORDINATES:

X: 673170 Y: 443082

*Coordinates are in WTM83, NAD83 (1991)

WTM COORDINATES REPRESENT:

- Approximate Center Of Continuing Obligations
 Approximate Source Parcel Center

Please use the CLEAN system at <http://dnr.wi.gov/topic/brownfields/clean.htm> for additional DNR site information.

EPA Superfund Information (if applicable):

EPA ID: WIT560010118 To view more information click on the EPA ID.

SITE NAME: BETTER BRITE PLATING CO. CHROME AND ZINC SHOPS

Requirements for all properties with Continuing Obligations

1. Properly manage contaminated soil if it is excavated. Sample and arrange appropriate treatment or disposal.
2. DNR approval is required if a water supply well will be constructed or reconstructed.

Site-Specific Requirement(s) - (BRRTS Action Code)

- | | |
|---|---|
| <input checked="" type="checkbox"/> A "cap" over the contaminated area must be: (222)
<input type="checkbox"/> Constructed & Maintained <input checked="" type="checkbox"/> Maintained | <input type="checkbox"/> A structural impediment (e.g. building) is present which inhibited investigation/cleanup. Further environment work may be required if the impediment is removed. (224) |
| <input type="checkbox"/> A vapor mitigation system must be: (226)
<input type="checkbox"/> Constructed & Maintained <input type="checkbox"/> Maintained | <input type="checkbox"/> DNR has directed a local government unit (LGU) to take an action and a LGU liability exemption applies. This exemption does not transfer to future private owners. (230) |
| <input type="checkbox"/> The need for vapor control technology must be evaluated if a building will be constructed. (228) | <input type="checkbox"/> Another type of continuing obligation has been established in DNR's remedial action plan approval. (228)
<i>Explain:</i> |
| <input type="checkbox"/> The approved soil cleanup level is suitable for industrial use of the property. (220) | |
| <input type="checkbox"/> DNR has approved construction on an abandoned landfill and certain maintenance requirements apply. (402) or (404) | |

Environmental Protection Easement
and
Declaration of Restrictive Covenants

Document Number

Document Title

2466592

CATHY WILLIQUETTE
BROWN COUNTY RECORDER
GREEN BAY, WI

RECORDED ON
04/14/2010 11:38:29AM

REC FEE: 69.00
TRANS FEE:
EXEMPT #
PAGES: 30

Recording Area

Name and Return Address

City of De Pere
c/o Judith Schmidt-Lehman
335 S. Broadway Street
De Pere, WI 54115

WD-103-1 & WD-145

Parcel Identification Number (PIN)

"THIS PAGE IS PART OF THIS LEGAL DOCUMENT Do not Remove"

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, 59.517.

WRDA 2/96

**ENVIRONMENTAL PROTECTION EASEMENT
AND
DECLARATION OF RESTRICTIVE COVENANTS**

1. This Environmental Protection Easement and Declaration of Restrictive Covenants is made this 18 day of March, 2010, by and between the City of DePere, Wisconsin, ("Grantor"), having an address of 335 S. Broadway Street, DePere, WI, and Wisconsin Department of Natural Resources ("Grantee"), having an address of 101 South Webster Street, Madison, WI. Grantee, Wisconsin Department of Natural Resources, is acquiring this interest pursuant to §292.31 Wis. Stat. The Grantor and Grantee intend that the provisions of this Environmental Protection Easement and Declaration of Restrictive Covenants also be for the benefit of the United States, a third party beneficiary.

WITNESSETH:

2. WHEREAS, Grantor is the owner of two parcels of land located in the County of Brown, State of Wisconsin, more particularly described on **Exhibit A** attached hereto and made a part hereof (the "Property"); and

3. WHEREAS, the Property comprises the Better Brite Superfund Site ("Site"), which the U.S. Environmental Protection Agency ("EPA"), pursuant to Section 105 of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9605, placed on the National Priorities List, set forth at 40 C.F.R. Part 300, Appendix B, by publication in the Federal Register on August 30, 1990; and

4. WHEREAS, in a Record of Decision dated September 24, 1996 (the "ROD"), the EPA Region 5 Regional Administrator selected a "remedial action" for the Site, which provides, in part, for the following actions: Extraction of groundwater at Zinc Shop; Relocation of treatment plant from Chrome Shop to Zinc Shop; Stabilization of hexavalent chromium in soil; Construction of new external foundation drains at two (2) properties near the Zinc Shop with collected water pumped to the pretreatment facility at the Zinc Shop; and, continued groundwater monitoring at the Chrome Shop and the Zinc Shop (**Exhibit C**). With the exception of post-remedial groundwater monitoring, the remedial action has been implemented at the Site; and

5. WHEREAS, the parties to this document, wishing to achieve necessary post-remedial environmental institutional controls, agree that this document will provide for: 1) a

grant of a right of access over the Property to the Grantee for purposes of implementing, facilitating and monitoring the remedial action until such time as EPA/WDNR determine that no monitoring of any media within the Site is required; and 2) to impose on the Property use restrictions as covenants that will run with the land for purpose of protecting human health and the environment until such time as EPA/WDNR determine that no monitoring of any media within the Site is required; and

6. WHEREAS, Grantor has cooperated fully with the Grantee in the implementation of all response actions at the Site and wishes to continue to do so.

NOW, THEREFORE:

7. Grant: Grantor, on behalf of itself, its successors and assigns, in consideration of the remedial action performed pursuant to the September 1996 ROD and 2004 CERCLA Five-year Review Report (a copy of which is available in the DePere Branch of the Brown County Public Library), does hereby covenant and declare that the Property shall be subject to the restrictions on use set forth below for so long as continued monitoring is required, and does give, grant and convey to the Grantee, and its assigns, with general warranties of title, 1) the right to enforce said use restrictions, and 2) an environmental protection easement of the nature and character, and for the purposes hereinafter set forth, with respect to the Property, that will run with the land for the purpose of protecting human health and the environment until such time as EPA/WDNR determine that no monitoring of any media within the Site is required.

8. Purpose: It is the purpose of this instrument to convey to the Grantee real property rights, which will run with the land, to facilitate the remediation of past environmental contamination and to protect human health and the environment by reducing the risk of exposure to contaminants. It is also the purpose of this instrument that the EPA as Third Party Beneficiary shall have the right to enforce the terms of this instrument.

9. Third Party Beneficiary: Grantor on behalf of itself and its successors, transferees and assigns and the Grantee on behalf of itself and its successors, transferees, and assigns hereby agree that the United States and its successors and assigns shall be the Third Party Beneficiary under this instrument.

10. Restrictions on use: The following covenants, conditions, and restrictions apply to the use of the Property, run with the land for the benefit of the Grantee and the EPA as Third Party Beneficiary and are binding upon the Grantor including its successors, transferees, assigns or other person acquiring an interest in the Property and their authorized agents, employees, or persons acting under their direction and control, for the purpose of protecting human health and the environment until such time as EPA/WDNR determine that no monitoring of any media within the Site is required: a) To prohibit use of groundwater for consumptive or other uses

without prior approval of WDNR and EPA on the Property; b) To prohibit excavation of soils or disturbance of the cap in the Chrome and Zinc shop areas of the Site (**Exhibit D**); and, c) to prohibit the following activities on the cap or cover in **Exhibit E** (unless prior written approval has been obtained from the WDNR or its successor or assign): (i) excavating or grading of the land surface; (ii) filling on the capped area; (iii) plowing for agricultural cultivation; and (iv) construction or installation of a building or other structure with a foundation that would sit on or be placed within the cap or cover in the Chrome and Zinc shop areas.

11. Modification of restrictions: Any request for modification or rescission of this instrument shall be made to the Grantee and the EPA at the addresses provided in Section 21 of this instrument. This instrument may be modified or rescinded only with the written approval of the EPA Superfund Division Director and the Director of the WDNR. Grantor on behalf of its successors, transferees, assigns or other person acquiring an interest in the Property agrees to record any EPA approved and WDNR approved modification to or rescission of this instrument with the Brown County Register of Deeds and a recorded copy shall be returned to the EPA and the WDNR at the addresses provided in Section 21 of this instrument.

12. Environmental Protection Easement: Grantor hereby grants to the Grantee for its use a right of access at all reasonable times to the Property for purposes of protecting human health and the environment until such time as EPA/WDNR determine that no monitoring of any media within the Site is required:

- a) Implementing the response actions in the ROD;
- b) Verifying any data or information submitted to EPA concerning the property or Site;
- c) Verifying that no action is being taken on the Property in violation of the terms of this instrument or of any federal or state environmental laws or regulations;
- d) Monitoring response actions on the Site and conducting investigations relating to contamination on or near the Site, including, without limitation, sampling of air, water, sediments, soils, and specifically, without limitation, obtaining split or duplicate samples;
- e) Conducting periodic reviews of the remedial action, including but not limited to, reviews required by applicable statutes and/or regulations; and
- f) Implementing additional or new response actions that either the Grantee or the U.S. EPA determine i) are necessary to protect the public health or the environment because either the original remedial action has proven to be ineffective or because new technology has been developed which will accomplish the purposes of the remedial action in a significantly more efficient or cost effective manner; and ii)

such additional or new response actions will not impose any significantly greater burden on the Property or unduly interfere with the then existing uses of the Property.

13. Reserved rights of Grantor: Grantor hereby reserves unto itself, its successors, and assigns, all rights and privileges in and to the use of the Property which are not incompatible with the restrictions, rights and easements granted herein.

14. EPA Entry, Access and Response Authority: The Grantor and Grantee consent to officers, employees, contractors, and authorized representatives of the EPA entering and having continued access to this property for the purposes described in paragraph 12. Nothing in this document shall limit or otherwise affect EPA's rights of entry and access pursuant to any and all powers conveyed by applicable federal or state environmental laws and regulations or EPA's authority to take response actions under CERCLA, the NCP, or other federal law.

15. No Public Access and Use: No right of access or use by the general public to any portion of the Property is conveyed by this instrument.

16. Notice requirement: Grantor agrees to include in any instrument conveying any interest in any portion of the Property, executed after the date of this instrument, including but not limited to deeds, leases and mortgages, a notice which is in substantially the following form:

**NOTICE: THE INTEREST CONVEYED HEREBY IS
SUBJECT TO AN ENVIRONMENTAL PROTECTION
EASEMENT AND DECLARATION OF RESTRICTIVE
COVENANTS, DATED , 20__ , RECORDED IN THE
PUBLIC LAND RECORDS OF THE BROWN COUNTY
REGISTER OF DEEDS, ON _____, 20__ , IN BOOK
_____, PAGE _____; IN FAVOR OF, AND ENFORCEABLE
BY THE WISCONSIN DEPARTMENT OF NATURAL
RESOURCES AS GRANTEE AND THE UNITED STATES OF
AMERICA AS THIRD PARTY BENEFICIARY.**

Within thirty (30) days of the date any such instrument of conveyance is executed, Grantor must provide Grantee with a recorded copy of said instrument.

17. Administrative jurisdiction: The federal agency having administrative jurisdiction over the interests acquired by the United States by this instrument is the EPA. The WDNR has administrative jurisdiction over the interests acquired by this instrument.

18. Enforcement: The Grantee and the EPA, shall be entitled to enforce, individually or jointly, the terms of this instrument by all legal remedies available, including specific performance or other legal process. All remedies available hereunder shall be in addition to any and all other

remedies at law or in equity, including CERCLA. Enforcement of the terms of this instrument shall be at the discretion of the Grantee or the EPA, and any forbearance, delay or omission to exercise enforcement rights shall not be deemed to be a waiver by the Grantee or the EPA of the same or any other term, or of any other rights of the Grantee or the EPA, under this instrument.

19. Damages: Grantee and EPA shall be entitled to recover damages for violations of the terms of this instrument, or for any injury to the remedial action, to the public or to the environment protected by this instrument.

20. Covenants: Grantor hereby covenants to and with the Grantee and the United States and its assigns, that the Grantor is lawfully seized in fee simple of the Property, that the Grantor has a good and lawful right and power to sell and convey it or any interest therein, that the Property is free and clear of encumbrances, except those noted on **Exhibit B** attached hereto, and that the Grantor will warrant and defend the title thereto.

21. Notices: Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and shall either be served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantor:

City Clerk-Treasurer
335 S. Broadway Street
DePere, WI 54115

To Grantee:

Director, Bureau of Remediation and
Redevelopment
Wisconsin Department of Natural Resources
101 South Webster Street
Madison, WI 53707-7921

To Third Party Beneficiary:

U.S. Environmental Protection Agency
Region 5 Administrator
77 West Jackson Boulevard
Chicago, IL 60604

22. General provisions:

a) Controlling law: The interpretation and performance of this instrument shall be governed by the laws of the United States or, if there are no applicable federal laws, by the law of the state of Wisconsin.

b) Liberal construction: If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.

- c) Severability: If any provision of this instrument is found to be invalid, the remainder of the provisions of this instrument shall not be affected thereby.
- d) Entire Agreement: This instrument sets forth the entire agreement of the parties with respect to rights and restrictions created hereby, and supersedes all prior discussions, negotiations, understandings, or agreements relating thereto, all of which are merged herein.
- e) No Forfeiture: Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.
- f) Successors: The covenants, terms, conditions, and restrictions of this instrument shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running with the Property for purposes of protecting human health and the environment until such time as EPA/WDNR determine that no monitoring of any media within the Site is required. The term "Grantor", wherever used herein, and any pronouns used in place thereof, shall include the persons and/or entities named at the beginning of this document, identified as "Grantor" and their personal representatives, heirs, successors, and assigns. The term "Grantee", wherever used herein, and any pronouns used in place thereof, shall include the persons and/or entities named at the beginning of this document, identified as "Grantee" and their personal representatives, heirs, successors, and assigns. The rights of the Grantee and Grantor under this instrument are freely assignable, subject to the notice provisions hereof. However, the rights of the Grantee may be assigned only to a governmental entity with authority to assume the rights and obligations of that Grantee.
- g) Termination of Rights and Obligations: A party's rights and obligations under this instrument terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.
- h) Captions: The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.
- i) Counterparts: The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

To Have And To Hold So Long As WDNR/EPA Determine That Monitoring Of Media Inside The Site Is Necessary For The Protection Of Human Health And The Environment.

IN WITNESS WHEREOF, Grantor has caused this Agreement to be signed in its name.

Executed this 25th day of January, 2016.

CITY OF DE PERE

Michael J. Walsh
Michael J. Walsh, Mayor

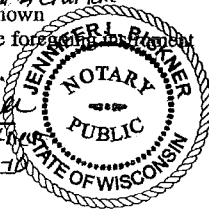
Charlene M. Peterson
Charlene M. Peterson, Clerk- Treasurer

STATE OF WISCONSIN)
_____)SS.

BROWN COUNTY

personally came before me this
25th day of Jan, 2016, Michael Walsh & Charlene Peterson
the abovenamed Michael Walsh known
as the person(s) who executed the foregoing Agreement
and acknowledge the same.

Jennifer L. Biskamp
Notary Public, Jennifer L. Biskamp
My Commission Expires: 9/26/18

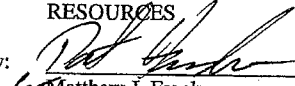


Drafted By: Judith Schmidt-Lehman

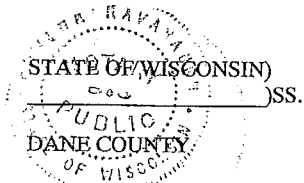
This Environmental Protection Easement and Declaration of Restrictive Covenants is accepted this 18th day of March, 2010.

STATE OF WISCONSIN
WISCONSIN DEPT. OF NATURAL
RESOURCES

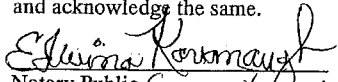
By:


Matthew J. Frank

Secretary



personally came before me this 19th day of MARCH, 2010, the abovenamed PAT HENDERSON known as the person(s) who executed the foregoing instrument and acknowledge the same.


Notary Public Ervina Kaberaj
My Commission Expires: in perpetuity

- Attachments:
- Exhibit A - legal description(s) of the Property
 - Exhibit B - list of recorded title encumbrances (Title Search)
 - Exhibit C - Groundwater monitoring wells and ground water pump and treat system
 - Exhibit D - Zinc and Chrome Shop Areas - prohibit disturbance of Soils
 - Exhibit E - Survey of Cap Area

EXHIBIT A TO
ENVIRONMENTAL PROTECTION EASEMENT AND
DECLARATION OF RESTRICTIVE COVENANTS

Exhibit A

LEGAL DESCRIPTION:

A parcel of land being part of Lot One Hundred Sixty-seven (167), according to the recorded Assessor's Plat of West De Pere (f/k/a Assessor's Plat of Nicolet), in the City of De Pere, Brown County, Wisconsin, described as follows:

Beginning at the intersection of the West line of the right of way of the Wisconsin Central Limited Railroad Company and the South right of way line of Lande Street; thence along the arc of a 2775.99 foot radius curve to the West right of way line of the Wisconsin Central Limited Railroad Company on a chord which bears South 32 deg. 52 min. 30 sec. West and is 553.14 feet in length to the South line of Lot 167; thence North 87 deg. 25 min. 18 sec. West, 187.67 feet along said South line to the West line of said Lot 167; thence North 06 deg. 11 min. 23 sec. East, 250.51 feet along said West line; thence South 87 deg. 26 min. 46 sec. East, 155.90 feet; thence North 19 deg. 54 min. 46 sec. East (recorded as North 19 deg. 53 min. 30 sec. East), 262.95 feet to a point on the North line of Lot 167; thence South 81 deg. 14 min. 00 sec. East, 217.96 feet to the point of beginning.

(Better Brite-Chrome)
EXHIBIT A

Exhibit A

LEGAL DESCRIPTION:

The Northerly 42 feet of the Southerly 120 feet of the Westerly 131 feet of Lot One Hundred Twenty (120); and the Southerly 33 2/3 feet of Lot One Hundred Seventeen (117) and the Northerly 65 1/3 feet of Lot 120; all according to the recorded Plat of Assessor's Subdivision of Lands in Nicolet, in the City of De Pere, West side of Fox River, Brown County, Wisconsin.

(Better Brice - Zinc)
EXHIBIT A

EXHIBIT B TO
ENVIRONMENTAL PROTECTION EASEMENT AND
DECLARATION OF RESTRICTIVE COVENANTS

Bay Title & Abstract, Inc.

345 S. Monroe Avenue
Green Bay, WI 54301
Phone: (920) 431-6100

LETTER REPORT

Attn: Penny Hubbard Greene

LR NO. 61926

A Search of the records in the office of the BROWN County Register of Deeds, BROWN County Clerk of Courts and BROWN County Treasurer was conducted on the following:

TRACT DATE: 11/2/2009 12:01:00AM

ADDRESS: 315 S. Sixth Street De Pere, WI 54115

TITLE VESTS:

City of De Pere by virtue of a Quit Claim Deed dated April 11, 2001 and recorded April 11, 2001 as Doc. No. 1805129.

MORTGAGES:

No open mortgages of record.

JUDGMENTS, TAX LIENS AND/OR CONSTRUCTION LIENS:

None of record.

TAX PARCEL NO. WD-103-1

PROPERTY TAXES:

NOTE: The 2008 Real Estate Taxes are EXEMPT.

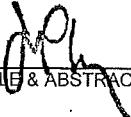
The Undersigned hereby certifies that this report is compiled from the public records of the county in which the property described herein is located. Liability herein is expressly limited to the cost of this report. No liability is assumed for facts not shown in detail. This report is not to be used as evidence of title in lieu of a certified abstract or title insurance.

Certification is only made from the date present owners received title to the tract date stated herein.

No search has been made for special improvement bonds, special assessments, deferred charges for public works, easements or encroachments.

Thank you for the opportunity to serve your title needs.

Sincerely,



BAY TITLE & ABSTRACT, INC

Exhibit A

LEGAL DESCRIPTION:

The Northerly 42 feet of the Southerly 120 feet of the Westerly 131 feet of Lot One Hundred Twenty (120); and the Southerly $33 \frac{2}{3}$ feet of Lot One Hundred Seventeen (117) and the Northerly $65 \frac{1}{3}$ feet of Lot 120; all according to the recorded Plat of Assessor's Subdivision of Lands in Nicolet, in the City of De Pere, West side of Fox River, Brown County, Wisconsin.

COPY

Bay Title & Abstract, Inc.

345 S. Monroe Avenue
Green Bay, WI 54301
Phone: (920) 431-6100

LETTER REPORT

Attn: Keld Lauridsen
Wisconsin Dept. of Natural Resources

LR NO. 57230

A Search of the records in the office of the BROWN County Register of Deeds, BROWN County Clerk of Courts and BROWN County Treasurer was conducted on the following:

TRACT DATE: 5/22/2007 12:01:00AM

ADDRESS: 315 S. Sixth Street De Pere, WI 54115

TITLE VESTS:

City of De Pere by virtue of a Quit Claim Deed dated April 11, 2001 and recorded April 11, 2001 as Doc. No. 1805129.

MORTGAGES:

No open mortgages of record.

No Easements or Restrictions found.

JUDGMENTS, TAX LIENS AND /OR CONSTRUCTION LIENS:

None of record.

TAX PARCEL NO. WD-103-1

PROPERTY TAXES:

NOTE: The 2006 Real Estate Taxes are EXEMPT.

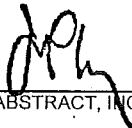
The Undersigned hereby certifies that this report is compiled from the public records of the county in which the property described herein is located. Liability herein is expressly limited to the cost of this report. No liability is assumed for facts not shown in detail. This report is not to be used as evidence of title in lieu of a certified abstract or title insurance.

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Thank you for the opportunity to serve your title needs.

Sincerely,



BAY TITLE & ABSTRACT, INC

Exhibit A

LEGAL DESCRIPTION:

The Northerly 42 feet of the Southerly 120 feet of the Westerly 131 feet of Lot One Hundred Twenty (120); and the Southerly $33 \frac{2}{3}$ feet of Lot One Hundred Seventeen (117) and the Northerly $65 \frac{1}{3}$ feet of Lot 120; all according to the recorded Plat of Assessor's Subdivision of Lands in Nicolet, in the City of De Pere, West side of Fox River, Brown County, Wisconsin.

INVOICE



345 SOUTH MONROE AVENUE
GREEN BAY, WI 54301
(920) 431-6100

INVOICE NUMBER: B57230-IN

INVOICE DATE: 05/31/07

CUSTOMER NO.: WDNR

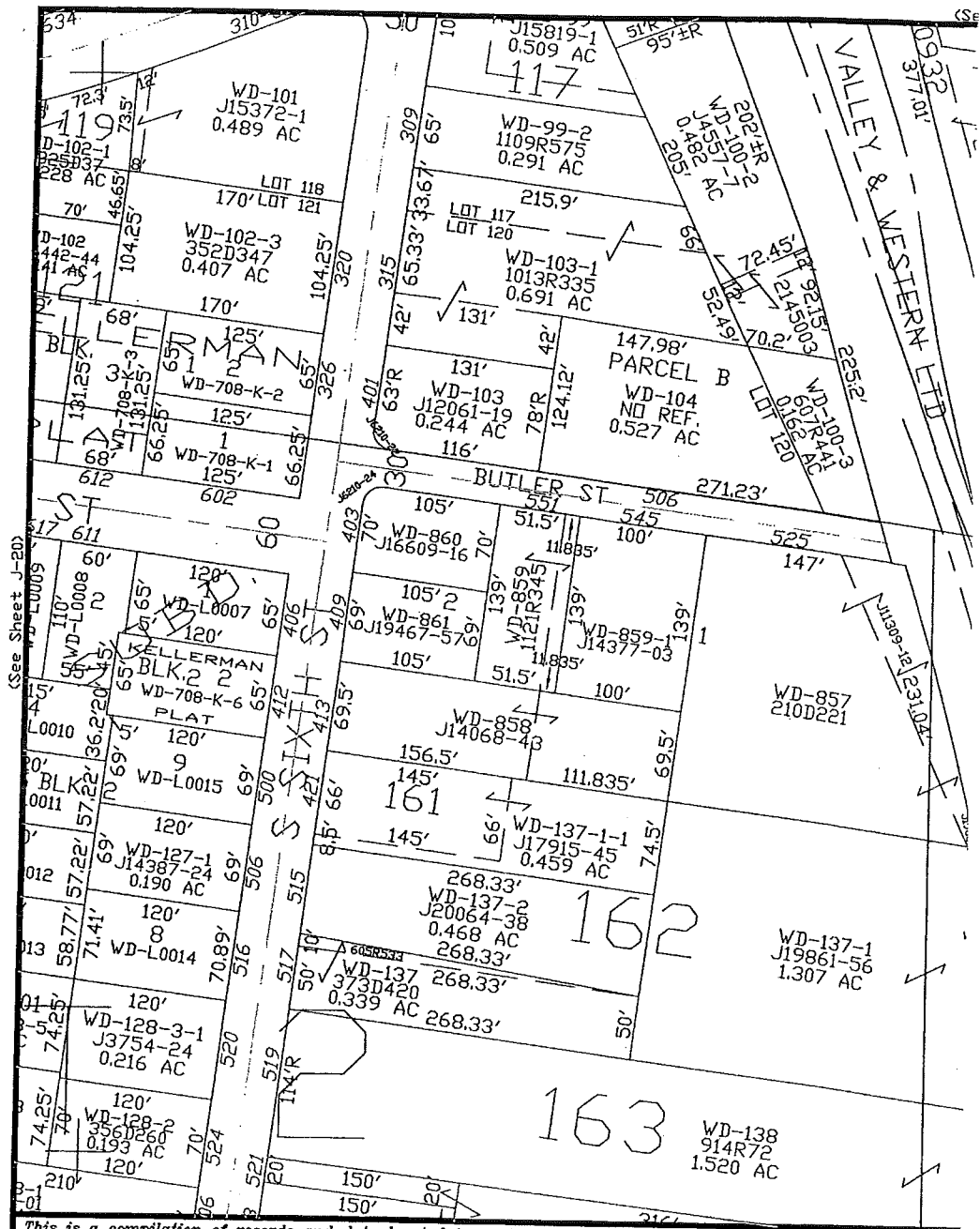
Wis. Dept. of Natural Resource
PO Box 10448
Green Bay, WI 54307

Attn: Keld Lauridsen

DESCRIPTION	AMOUNT
PROPERTY REPORT	150.00
City of De Pere 315 S. Sixth Street Tax Parcel #WD-103-1	

THANK YOU FOR YOUR ORDER
WE APPRECIATE YOUR BUSINESS

INVOICE TOTAL: 150.00



This is a compilation of records and data located in various county offices and is to be used for reference purposes only. The map is controlled by the field measurements between the corners of the Public Land Survey System and the parcels are mapped from available records which may not precisely fit field conditions. Brown County is not responsible for any inaccuracies.

(See

Scale 1" = 100'

This map was provided by the

602614

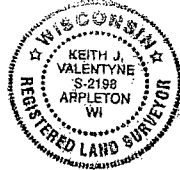
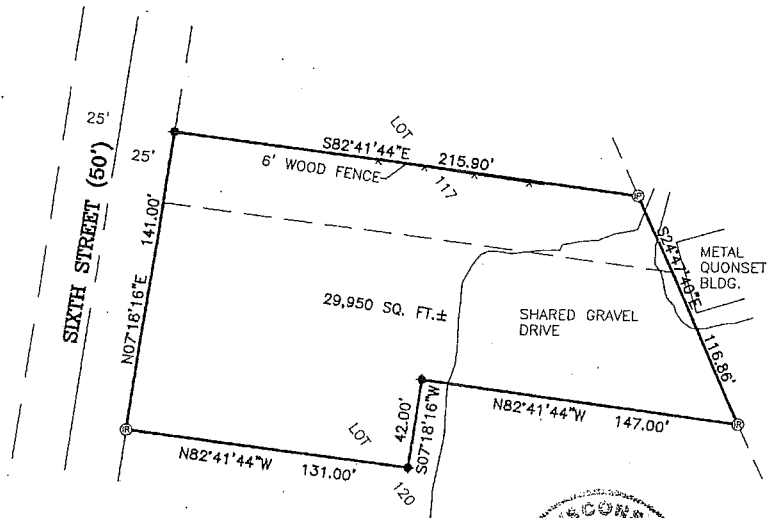
PLAT OF SURVEY

DESCRIPTION: BEING PART OF LOTS 117 AND 120, ACCORDING TO THE RECORDED PLAT OF A MAP OF ASSESSOR'S SUBDIVISION OF LANDS IN THE CITY OF NICOLET, NOW IN THE CITY OF DEPERE, WEST SIDE OF FOX RIVER, BROWN COUNTY, WISCONSIN. BEING LANDS DESCRIBED IN VOLUME 1013, PAGE 335.

- LEGEND:
- ◆ = 1" X 24" IRON PIPE SET, WEIGHING 1.13 LBS. PER LIN. FT.
 - ⊙ = 1" IRON PIPE FOUND
 - ⊗ = 3/4" SOLID ROUND CAPPED IRON REBAR FOUND

CLIENT:
 HSI GEOTRANS, INC.
 175 N. CORPORATE DRIVE
 SUITE 100
 BROOKFIELD, WISCONSIN 53045

NORTH IS REFERENCED TO THE WEST LINE OF LOT 120, ACCORDING TO THE RECORDED PLAT OF A MAP OF ASSESSOR'S SUBDIVISION OF LANDS IN THE CITY OF DEPERE, BROWN COUNTY, WISCONSIN, WHICH IS ASSUMED TO BEAR N07°18'16"E.



I HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AS SHOWN ACCORDING TO THE OFFICIAL RECORDS AND THAT THIS PLAT OF SURVEY IS A CORRECT REPRESENTATION OF SAID SURVEY.

Keith J. Valentyne 9-20-99
 KEITH J. VALENTYNE, RLS-2198 DATED



CAROW LAND SURVEYING CO., INC.

1837 W. WISCONSIN AVE, P.O. BOX 1297
 APPLETON, WISCONSIN 54912-1297
 PHONE 920-731-4188 FAX 731-5673

SCALE	1"=50'
DRAWN BY	ICV-EM DGV
PROJECT NO.	A949.13-1-99

VOL DPW SECTOR 3 PAGE 421

Bay Title & Abstract, Inc.

**345 S. Monroe Avenue
Green Bay, WI 54301
Phone: (920) 431-6100**

LETTER REPORT

Attn: Penny Hubbard Greene

LR NO. 61927

A Search of the records in the office of the BROWN County Register of Deeds, BROWN County Clerk of Courts and BROWN County Treasurer was conducted on the following:

TRACT DATE: 11/2/2009 12:01:00AM

ADDRESS: 500 Block Lande Street De Pere, WI 54115

TITLE VESTS:

City of De Pere by virtue of a Quit Claim Deed dated July 17, 2001 and recorded July 17, 2001 as Doc. No. 1827756.

MORTGAGES:

No open mortgages of record.

JUDGMENTS, TAX LIENS AND /OR CONSTRUCTION LIENS:

None of record.

TAX PARCEL NO. WD-145

PROPERTY TAXES:

NOTE: The 2008 Real Estate Taxes are EXEMPT.

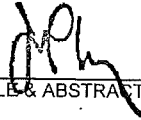
The Undersigned hereby certifies that this report is compiled from the public records of the county in which the property described herein is located. Liability herein is expressly limited to the cost of this report. No liability is assumed for facts not shown in detail. This report is not to be used as evidence of title in lieu of a certified abstract or title insurance.

Certification is only made from the date present owners received title to the tract date stated herein.

No search has been made for special improvement bonds, special assessments, deferred charges for public works, easements or encroachments.

Thank you for the opportunity to serve your title needs.

Sincerely,



BAY TITLE & ABSTRACT, INC

Exhibit A

LEGAL DESCRIPTION:

A parcel of land being part of Lot One Hundred Sixty-seven (167), according to the recorded Assessor's Plat of West De Pere (f/k/a Assessor's Plat of Nicolet), in the City of De Pere, Brown County, Wisconsin, described as follows:

Beginning at the intersection of the West line of the right of way of the Wisconsin Central Limited Railroad Company and the South right of way line of Lande Street; thence along the arc of a 2775.99 foot radius curve to the West right of way line of the Wisconsin Central Limited Railroad Company on a chord which bears South 32 deg. 52 min. 30 sec. West and is 553.14 feet in length to the South line of Lot 167; thence North 87 deg. 25 min. 18 sec. West, 187.67 feet along said South line to the West line of said Lot 167; thence North 06 deg. 11 min. 23 sec. East, 250.51 feet along said West line; thence South 87 deg. 26 min. 46 sec. East, 155.90 feet; thence North 19 deg. 54 min. 46 sec. East (recorded as North 19 deg. 53 min. 30 sec. East), 262.95 feet to a point on the North line of Lot 167; thence South 81 deg. 14 min. 00 sec. East, 217.96 feet to the point of beginning.

RECORDED
INDEXED
MAY 10 2007
OFFICE OF CLERK
COUNTY

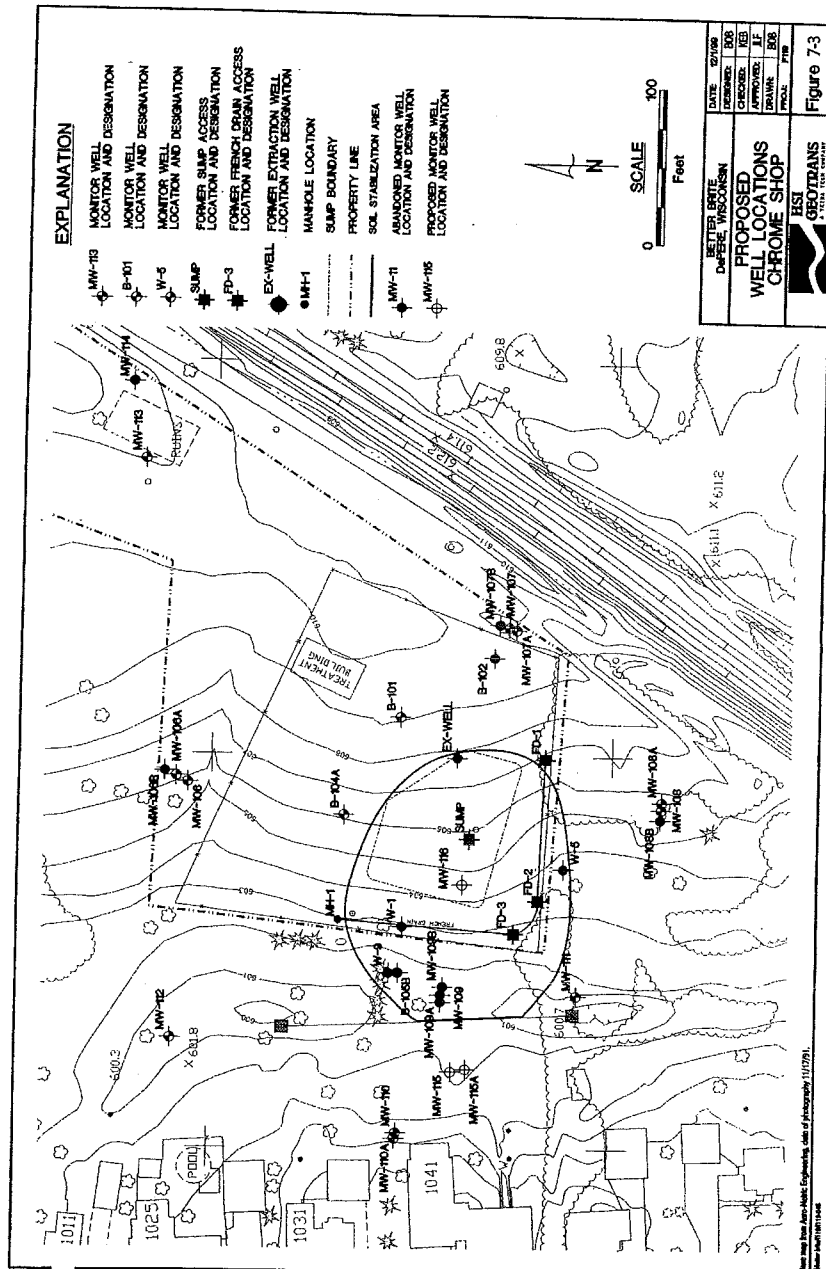
U.S. ENVIRONMENTAL
PROTECTION AGENCY

NOV 09 2009

OFFICE OF REGIONAL
COUNSEL

EXHIBITS C, D AND E TO
ENVIRONMENTAL PROTECTION EASEMENT AND
DECLARATION OF RESTRICTIVE COVENANTS

[Note that the area where disturbance of soils is prohibited and the cap location is approximately the area formerly enclosed by the fence shown the figure labeled 7-3.]



EXPLANATION

- MW-13 MONITOR WELL LOCATION AND DESIGNATION
- B-101 MONITOR WELL LOCATION AND DESIGNATION
- W-3 MONITOR WELL LOCATION AND DESIGNATION
- SUMP SUMP ACCESS LOCATION AND DESIGNATION
- FD-3 FORMER FRENCH DRAIN ACCESS LOCATION AND DESIGNATION
- EX-WELL FORMER EXTRACTION WELL LOCATION AND DESIGNATION
- MH-1 MANHOLE LOCATION
- SUMP BOUNDARY
- PROPERTY LINE
- SOIL STABILIZATION AREA
- ABANDONED MONITOR WELL LOCATION AND DESIGNATION
- PROPOSED MONITOR WELL LOCATION AND DESIGNATION



0 SCALE 100 Feet

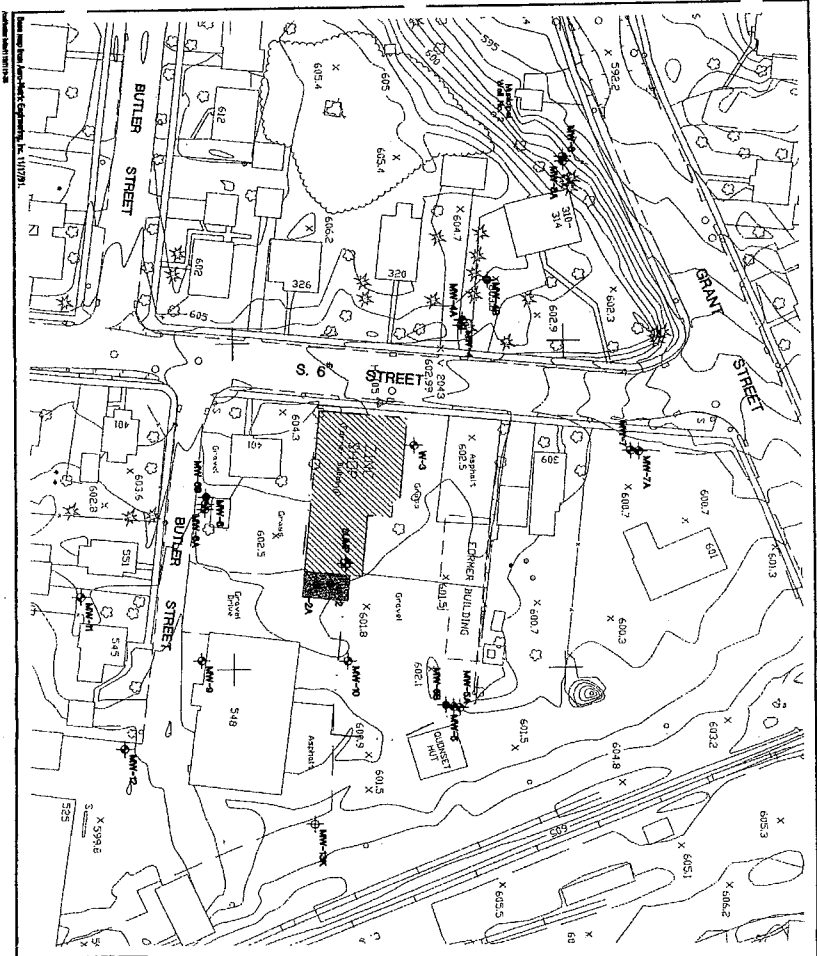
DATE: 07/08	DATE: 07/08
DESIGNED: WJG	CHECKED: JCB
APPROVED: JCB	DRAWN: JCB
PROJECT: 719	

PROPOSED WELL LOCATIONS CHROME SHOP

ESI GEOTRANS
INCORPORATED

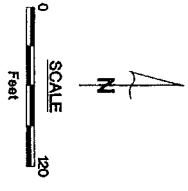
Figure 73

Based upon Aerial Photo-Mosaic, Elevation, date of photograph: 11/20/04.



EXPLANATION

- MW-9 MONITOR WELL DESIGNATION
- SLIMP SLIMP ACCESS DESIGNATION
- W-3A ABANDONED MONITOR WELL LOCATION AND DESIGNATION
- MW-18 PROPOSED MONITOR WELL LOCATION AND DESIGNATION
- GROUND WATER COLLECTION SYSTEM EXCAVATION COMPLETED IN 1983
- GROUND WATER COLLECTION SLIMP EXCAVATION COMPLETED IN 1990
- PROPERTY LINE
- SLIMP BOUNDARY



BETTER BRITE DUPRE WISCONSIN PROPOSED WELL LOCATION ZINC SHOP GIS GERTJANS 1000 W. WISCONSIN STREET MILWAUKEE, WI 53233		DATE: 02/27/96 DRAWN BY: BL CHECKED BY: JL APPROVED BY: BL TITLE: FWS
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Figure 74