



February 15, 2017

CERTIFIED MAIL

Certified No.: 7012 2210 0002 6288 0283

Mr. Jim Moss
600 Gates Avenue
Ladysmith, WI 54848

Subject: Request for Signature
133 Oak Street, West Bend, Wisconsin
BRRTS #: 02-67-152445, FID #: 267004430

Dear Mr. Moss:

On April 27, 1979, Jim Schlosser, on behalf of the City of West Bend, notified the Wisconsin Department of Natural Resources (DNR) that 55-gallon barrels of unknown liquid waste were being hauled from 133 Oak Street (Site) to the city landfill. It was later determined that the waste from the Site was hazardous, and, subsequently, an environmental contamination case was opened.

The Site underwent investigation and remediation until October 2012, when the DNR determined that the Site had been cleaned up to the extent practicable. A conditional closure letter was issued on October 9, 2012 to the then current property owner, Praefke Brake and Supply. The conditional closure letter listed the additional required items and the continuing obligations approved by the DNR to achieve final case closure. Since then, the DNR has received no further information and property ownership has changed.

After purchasing the property from Praefke Brake and Supply, 5R Processors, Ltd. became the new responsible party. In order to finalize the closure process, your cooperation is needed. The conditional closure letter required a copy of the current deed and deed map, along with a signed statement by the responsible party which states that he or she believes that the legal description in the deed accurately describes the contaminated property, be submitted to the DNR. A copy of the property deed was obtained from Washington County's Register of Deeds webpage. A copy of this deed is enclosed. Additionally, a statement for you to sign verifying the accuracy of the deed has been enclosed.

Within 30 days of the date of this letter, by March 17, 2017, please verify that the deed accurately describes the subject property and sign the enclosed statement. In order to bring this case to closure, please return the signed statement to me at the letterhead address or email me a copy at the address below.

If you have questions regarding this letter or the open environmental case, contact me at (414) 263-8699, or by email at riley.neumann@wisconsin.gov.

Sincerely,

Riley D. Neumann
Hydrogeologist
Remediation & Redevelopment Program

Enclosures: Land Contract for 133 Oak St. - Deed Accuracy Statement

[illegible]

Transfer Fee Paid: \$1,350.00

Document Number

STATE BAR OF WISCONSIN FORM NO. 11-2003 (MODIFIED)

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 the principal is less than the amount that said indebtedness would have been had the monthly payments been made as specified above; provided that monthly payments shall continue in the event of credit of any proceeds of insurance or condemnation, the condemned premises being thereafter excluded from this Contract.

TAXES, INSURANCE, WASTE, AND CONVEYANCE:

Purchaser shall pay prior to delinquency all taxes and assessments levied on the properties that arise after the execution of this Contract and 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 amount of the full replacement value of the improvements on the Property. Purchaser shall pay the insurance premiums when due. The policies shall contain the standard clause in favor of Vendor's interest, and evidence of such policies covering the Property shall be provided to Vendor. Purchaser shall promptly give notice of loss to insurance companies and Vendor. Unless Purchaser and Vendor agree otherwise in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided Vendor deems the restoration or repair to be economically feasible.

Purchaser shall not commit waste nor allow waste to be committed on the Property, keep the Property in good tenantable condition and repair, with any prior damage excluded, and free from all liens superior to the lien of this Contract, and comply with all laws, ordinances and regulations affecting the Property. If a repair required of Purchaser relates to an insured casualty, Purchaser shall not be responsible for performing such repair if Vendor does not make available to Purchaser the insurance proceeds therefor.

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

EVIDENCE OF TITLE AND POSSESSION:

Purchaser states that Purchaser is satisfied with the title as shown by the title evidence submitted to Purchaser for examination, at the time of execution of this Contract.

Purchaser agrees to pay the cost of future title evidence.

Purchaser shall be entitled to take possession of the Property on October 15, 2014.

Time is of the essence as to all provisions hereunder.

DEFAULT AND REMEDY:

Purchaser agrees that in the event of a default in the payment of principal which continues for a period of 30 days following the due date or a default in performance of any other obligation of

Purchaser which continues for a period of 30 days following written notice thereof by Vendor (delivered personally or mailed by certified mail), the Purchaser shall be considered to be in default. Upon default, the period of redemption shall be 30 days and Purchaser shall have a right to cure the default, to be conditioned on full payment of the entire balance. If Purchaser has not cured the default within the redemption period, the default will remain uncured and Vendor will be allowed to pursue remedies. Upon default, Vendor may singly, alternatively or in combination: (i) terminate this Contract and either recover the Property through strict foreclosure or have the Property sold by foreclosure sale; in either event, with a period of redemption, in the court's discretion, to be conditioned on full payment of the entire outstanding balance, with interest thereon from the date of default and other amounts due hereunder (failing which all amounts previously paid by Purchaser shall be forfeited as liquidated damages for failure to fulfill this Contract and as rental for the Property); (ii) sue for specific performance of this Contract, or (iii) sue for the unpaid purchase price of any portion thereof; (iv) declare this Contract at an end and remove this Contract as a cloud on title in a quiet-title action if the equitable interest of Purchaser is insignificant; (v) have Purchaser ejected from possession of the Property and have a receiver appointed to collect any rents, issues or profits; or (vi) pursue any other remedy available in law or equity. An election of any of the foregoing remedies shall be binding on Vendor if and when pursued in litigation. The parties agree that Vendor shall have the options set forth in this paragraph available to exercise in Vendor's sole discretion.

Following any default in payment, interest shall accrue at a rate of 12.00% per annum on the entire amount in default, that is, any monthly payments that have become due but have not been paid by Purchaser; further, interest shall accrue at a rate of 4.5% per annum on any accelerated balance and reasonable costs incurred by Vendor.

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

TRANSFERS AND MORTGAGES:

Purchaser may not transfer, sell or convey any legal or equitable interest in the Property, including but not limited to a lease for a term greater than one year, without the prior written consent of Vendor unless the outstanding balance payable under this Contract is paid in full or the transfer is to a parent corporation, subsidiary, affiliate, or brother-sister corporation of Purchaser. Any such transfer, sale or conveyance without Vendor's written consent, shall constitute a default in performance of an obligation other than the payment of principal.

Vendor may mortgage the Property, including the continuation of any mortgage in force on the date of this Contract, provided Vendor shall make timely payment of all amounts due under any mortgage, and the total due under such mortgages shall not at any time exceed the then remaining principal balance under this Contract. If Vendor defaults under such mortgages and Purchaser is not in default hereunder, Purchaser may make payments directly to Vendor's mortgagee and such payments will be credited as payments hereunder.

ENVIRONMENTAL CONCERNS, ZONING, IMPROVEMENTS, AND MISCELLANEOUS:

Vendor hereby indemnifies Purchaser for any and all environmental contaminations known to Vendor that occurred or took place while Vendor was in possession of the Property and of which Vendor had actual knowledge prior to the execution of this contract. Vendor hereby agrees to

reimburse Purchaser for any and all costs and expenses resulting from environmental contaminations that took place while Vendor was in possession of the property and were known by Vendor and of which Vendor had actual knowledge prior to the execution of this contract. Purchaser hereby agrees to indemnify Vendor for any and all environmental contaminations that occur or take place while Purchaser is occupying the Property. Purchaser hereby agrees to reimburse Vendor for any and all costs and expenses resulting from any environmental contaminations caused directly by Purchaser that took place while Purchaser was occupying the property and were known to Purchaser at the time of occupancy.

Vendor hereby agrees that performance on this Contract shall be contingent upon and dependent upon Purchaser obtaining all necessary rezoning and permits required for the carrying on of Purchaser's business at the Property within six months of the execution of this Contract.

Purchaser has agreed to improve the Property by a minimum amount of \$65,000.00. In calculating the value of an improvement that was constructed, installed, implemented, or delivered by a third party, the value shall be the cost to Purchaser or the fair market value, whichever is higher. In calculating the value of an improvement that has been constructed, installed, implemented, or delivered in-house by Purchaser, the normal rules for capitalization under United States Generally Accepted Accounting Principles apply including, but not limited to, the following expenses: interest expense incurred on funds set aside for the improvement at either the interest rate in the loan or, if no loan is used, the weighted average cost of capital for Purchaser; salaries paid to employees and independent contractors to perform the improvement; all costs of materials used. Any property improvements made as a result of requirements imposed by regulatory agencies, insurance providers, the Wisconsin Commercial Building Code, or any other entity or organization shall be included in the value of improvements. In the event of default, Purchaser waives any and all rights, claims and causes of action as to the amounts spent by Purchaser on said improvements.

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

(signatures on following page)

Dated November 1, 2014

VENDOR:

James R. Willett (SEAL)
Spanis, Inc.

(SEAL)

PURCHASER:

Michael R. Haas (SEAL)
5R Processors, Ltd.

(SEAL)

AUTHENTICATION

Signature(s) Kevin Shihiki

authenticated on 10/24/14

Stephen D. Willett
Stephen D. Willett

TITLE: MEMBER STATE BAR OF WIS.

~~if not~~
authorized by Wis. Stat. § 706.06)

THIS INSTRUMENT DRAFTED BY:
Stephen D. Willett & Associates, S.C.
106 Beebe Street
P.O. Box 89
Phillips, WI 54555
P: (715) 339-2125
F: (715) 339-2123

ACKNOWLEDGEMENT

STATE OF WISCONSIN)

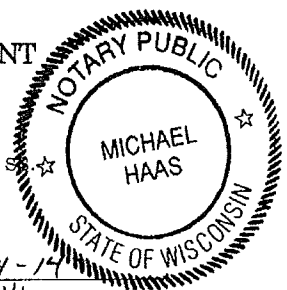
Ozaukee COUNTY)

Personally came before me on 11-4-14
the above-named James R. Willett

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

Michael R. Haas

Notary Public, State of Wisconsin
My Commission (is permanent) (expires _____)



That part of the West 1/4 of the Southwest 1/4 of Section 13, Township 11 North, Range 19 East, in the City of West Bend, County of Washington, State of Wisconsin, being more particularly described as follows:

Commencing at a concrete monument with a brass cap in a manhole that marks the Southwest 1/4 of said Section 13; thence North 88° 52' 39" East (bearing based on State Plane co-ordinate System, South Zone) along the South line of the Southwest 1/4 of said Section 13, a distance of 1106.29 feet to the intersection of the Westerly right of way line of the Wisconsin Central Limited Railroad Company (a 100.00 foot wide right of way) with the South line of the Southwest 1/4 of said Section 13; thence North 18° 50' 21" West, along the said Westerly right of way line, a distance of 545.98 feet to a 1" x 24" iron pipe (1" I.P.) set from which a found 2" I.P. bears North 20° 28' W East, 0.92 feet and also being the point of beginning; thence South 71° 09' 39" West, along the North line of that parcel as described in Volume 319, Page 215, a distance of 110.00 feet to a 1" I.P. set; thence North 18° 50' 21" West, a distance of 133.15 feet to a 1" I.P. found; thence South 79° 22' 09" West, a distance of 120.12 feet to a 1" I.P. set at the Southeast corner of Lot 3 of Highland Circle, a recorded Subdivision; thence North 33° 24' 31" West along the Easterly line of said Lot 3 and the Easterly line of Lot 2 of said Highland Circle, a distance of 190.80 feet to a 1" I.P. set at the Northeast corner of said Lot 2 from which a found 1" I.P. bears North 22° 20" East, 0.73 feet; thence North 07° 18' 19" West, along the Easterly lines of that parcel described in Volume 1011, Page 648 and that parcel described in Volume 335, Page 541, a distance of 100.45 feet to a 1" I.P. set; thence North 01° 35' 31" West along the Easterly line of that parcel of land described in Volume 192, Page 141, a distance of 136.75 feet to a 1" I.P. set; thence North 30° 58' 21" West along the Easterly line of that parcel described in Volume 194, Page 173, a distance of 129.55 feet to a railroad spike, set on the apparent South right of way line of Locust Street (a 50' wide right of way) from which a found 1" I.P. bears North 88° 05' 29" East, a distance of 0.41 feet; thence North 88° 05' 29" East along the apparent South line of Locust Street, a distance of 56.86 feet to a 1" I.P. set from which a found 1" I.P. bears North 80° 07' East, 2.18 feet; thence North 33° 10' 21" West, a distance of 58.49 feet to a 1" I.P. set on the apparent North right of way of said Locust Street; thence South 88° 05' 29" West along the apparent North line of said Locust Street and the Southerly line of the parcel as described in Volume 200, Page 509, a distance of 82.67 feet to a found 1" I.P. at the Southeast corner of Parcel "A" of Lots 47 thru 107 of The Highlands, a recorded Subdivision; thence North 01° 35' 31" West along the Easterly line of said Parcel "A" and the Easterly line of those parcels of land as described in Volume 365, Page 301, Volume 1005, Page 471 and Volume 1055, Page 98 a distance of 134.93 feet to a 1" I.P. set from which a found 3/4" I.P. bears North 15° East, 1.57 feet; thence North 33° 10' 21" West along the Easterly line of those parcels of land as described in Volume 1055, Page 98 and Volume 754, Page 682, a distance of 105.38 feet to a 1" I.P. set; thence South 88° 05' 29" West along the Northerly line of that parcel as described in said Volume 754, Page 682, a distance of 64.82 feet to a 1" I.P. set on the Easterly right of way of Second Avenue (a 60 foot wide right of way); thence North 01° 35' 31" West along the Easterly right of way line of said Second Avenue a distance of 63.98 feet to a 1" I.P. set at an angle point in said right of way from which a found 3/4" I.P. bears North 58° West, 0.62 feet; thence North 16° 14' 21" West along said Easterly right of way line a distance of 217.79 feet to a railroad spike, set on the intersection of said Easterly right of way with the Southerly right of way of Oak Street (an 80 foot wide right of way) from which a found 1" I.P. bears South 17° 29' West, 2.81 feet; thence

North 88° 05' 29" East along the Southerly right of way of said Oak Street a distance of 134.23 feet to a chiseled "x" in concrete set at the Southwest corner of that parcel as described in Volume 591, Page 426; thence North 01° 37' 41" West along the Westerly line of that parcel as described in said Volume 591, Page 426, a distance of 38.00 feet to a PK nail set; thence North 88° 05' 29" East along the South line of a 20 foot wide exception for watermain as described in said Volume 591, Page 426, a distance of 169.59 feet to a 1" I.P. set on the Westerly right of way line of the aforementioned Wisconsin Central Limited Railroad Company; thence South 18° 50' 21" East, along the Westerly line of said railway right of way a distance of 1231.16 feet to the point of beginning.

Tax Key No: 291 1119 133 0009

Address: 133 Oak Street

133 Oak Street, West Bend, WI
BRRTS # 02-67-152445

F.4 – Signed Statement

5R Processors, Ltd., the responsible party for the project located at 133 Oak Street, West Bend, WI, states that the legal description for this case closure and Geographic Information System Registry packet for DNR BRRTS # 02-67-152445 is complete and accurate to the best of our knowledge.

Signature of Representative for Responsible Party

Date

Printed