

ACCESS AGREEMENT

IN CONSIDERATION of the mutual promises, the parties agree as follows:

1. Parties

This Agreement is entered into between Arline Sauer and the the City of Ripon, the Town of Ripon and McGraw Edison Company on behalf of the Potential Responsible Party Group (the PRP Group) for the FF/NN Landfill.

2. License

Subject to the provisions of this Agreement, Arline Sauer grants access to the PRP Group and its representatives, assigns, agents, contractors and subcontractors, including their employees, (collectively Representatives) (as properly designated pursuant to paragraph 5 of this Agreement) to enter, investigate, sample, bore, drill, excavate, trench and otherwise use the Sauer property in the Town of Ripon, Wisconsin, known herein as the Site and more particularly described in paragraph 3 and Exhibit A, pages 1 and 2, for a period of six years from the date of this Agreement to perform the activities listed in paragraph 4 (Activities) below. Any member of the PRP Group or its Representatives not disclosed to Arline Sauer as members of the PRP Group shall not be permitted access under this Agreement.

3. Property

The property which is subject to this Agreement is located near the intersection of Highways FF and NN in the Town of Ripon, Fond du Lac County, Wisconsin, and is shown on Exhibit A, page 2 as Lots 1 and 2 and a narrow strip of land denominated as 16-003.

4. Site Activities

The activities which may be undertaken by the PRP Group and its Representative(s) are limited to the activities generally described below and to other activities necessary or appropriate to:

Investigating, studying, remediating the Site pursuant to environmental statutes of the State of Wisconsin (secs. 144.442 and 144.76, Stats.) and of the United States of America (the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. § 9601 et seq., as amended by Superfund Amendments and Reauthorization Act of 1986 (SARA) and their implementing regulations and guidance documents. ("Activities"). The Activities include but are not limited to the following: the conducting of a remedial investigation to determine the nature and extent of any release or threatened release of hazardous substances, pollutants or contaminants (collectively Hazardous Substances) from the Site; the

performing of a feasibility study to identify and evaluate alternatives for appropriate interim or final action associated with any operable unit to prevent, mitigate or otherwise remedy any release or threatened release of Hazardous Substances; the preparing of plans and specifications for work on any operable unit, including for source control which may consist of modifications to the existing landfill cap; and, the implementing of any removal or remedial action plan necessary or reasonably desirable to comply with the State's environmental statutes, CERCLA or any contract, Consent Decree or Order thereunder.

5. Site Procedures

Arline Sauer shall permit the PRP Group and any Representative designated by the PRP Group, in writing, to come onto the Site at reasonable times to conduct the Activities.

6. Interference

The PRP Group and any Representative of the PRP Group shall conduct the Activities in a manner so as to avoid interfering with Arline Sauer's Activities at her property(ies) adjacent to the Site. Arline Sauer agrees that she will not interfere with, in any manner, the Activities on the Site so long as they conform to the

terms of this Agreement. Provided that Arline Sauer may enter the Site to observe the activities in order to determine whether they conform to the Activities specified in this Agreement. And, provided further that Arline Sauer and her Representatives shall have access to Lot 2 to carry out activities such as harvesting timber, growing and harvesting crops and access to carry on such activities so long as such activities do not interfere with the Activities of the PRP Group which are connected to the remedial investigation/feasibility study/remedial design/remedial action being conducted on Lot 1 and, if appropriate, Lot 2.

7. Samples

The PRP Group and any Representative designated by the PRP Group will specifically inform Arline Sauer in advance of any Activity involving sampling to be conducted at the Site and allow Arline Sauer to split samples, provided that giving the location, time and general nature of the Activities shall be sufficient notice and further providing that the splitting of samples and their analyses will be at the expense of Arline Sauer.

8. Test Results

The PRP Group agrees to supply Arline Sauer with copies of all final test data generated by the Activities undertaken by the PRP Group on the Site. With respect to

the data provided under this Paragraph, Arline Sauer shall be bound by the Confidentiality Agreement (Exhibit B) which is attached hereto and made a part hereof.

9. Modification

The provisions of this Agreement may only be modified by a written instrument signed by the authorized representatives of the PRP Group and Arline Sauer.

10. Indemnification

The PRP Group shall hold harmless Arline Sauer from all claims and against all liabilities, claims for damages or injuries (including death resulting therefrom), costs of defense or other expenses levied against Arline Sauer, arising out of the Activities of the PRP Group or their Representatives specified pursuant to Paragraph 5, except to the extent such claims, liabilities, costs or expenses result from the negligent or willful misconduct of Arline Sauer or her Representatives or a breach of this Agreement by Arline Sauer.

Arline Sauer shall hold the PRP Group harmless from all claims for damages or injuries (including death resulting therefrom), costs of defense or other expenses levied against the PRP Group, arising out of her activities or those of her Representatives, at the Site, or other activities associated therewith from the date of

this Agreement, except to the extent that such claims, liabilities, costs, or expenses result from the negligent or willful misconduct of the PRP Group or its Representatives or a breach of this Agreement by the PRP Group. This Paragraph shall not affect any claims which the PRP Group may have against any of its Representatives.

11. Binding Agreement

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns; provided, however, that neither this Agreement nor any interest herein can be assigned by the PRP Group without the prior written consent of Arline Sauer.

12. Governing Law

To the extent permitted by law, this Agreement shall be governed by the laws of Wisconsin.

13. Notices

All notices required to be sent pursuant to this Agreement shall be sent by certified mail, return receipt requested or delivered by hand delivery to:

Owner

Arline Sauer
Route 2
Ripon, WI 54971

PRP Group

Ludwig L. Wurtz
Sorenson & Wurtz
608 East Fond du Lac Street
P.O. Box 311
Ripon, WI 54971-0311

14. Entire Agreement

This Agreement sets forth the entire agreement between Arline Sauer and the PRP Group with respect to its subject matter. All prior negotiations and dealings regarding the subject matter are superseded by and merged into this Agreement. This Agreement shall control and govern the conditions of access by the Group or its Representatives.

15. Agreement Not An Admission Of Responsibility Nor A Commitment To Undertake Activities

The Parties agree that by entering into this Agreement they have not admitted or accepted in law or fact any obligation or responsibility to investigate, remediate or mitigate any circumstances or conditions existing at the Site, including but not limited to the release or threatened release of Hazardous Substances. Furthermore, this Agreement is not and shall not be construed to require the PRP Group to undertake any of the Activities specified in paragraph 4 above or in anyway related thereto.

16. The PRP Group shall replace all existing survey monuments which may be destroyed or damaged as the result of their Activities or those of their Representatives on the Site.

17. Date

The parties have executed this Agreement on this ____ day
of _____, 1991.

ARLINE SAUER

Arline Sauer

CITY OF RIPON
PRP GROUP

By: Ray M. Pugh
Title: Attorney

McGRAW-EDISON
Cooper Industries, Inc.
By: Carl Blumberg
Title: Vice Pres., Employee
Relations & Environmental
Affairs

Dated: _____

Maurice Morgan
MAURICE MORGAN
Town Board Chairman
For TOWN OF RIPON

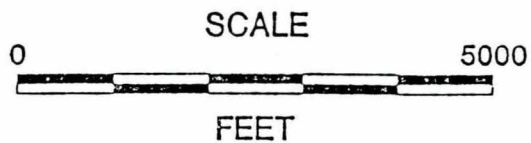
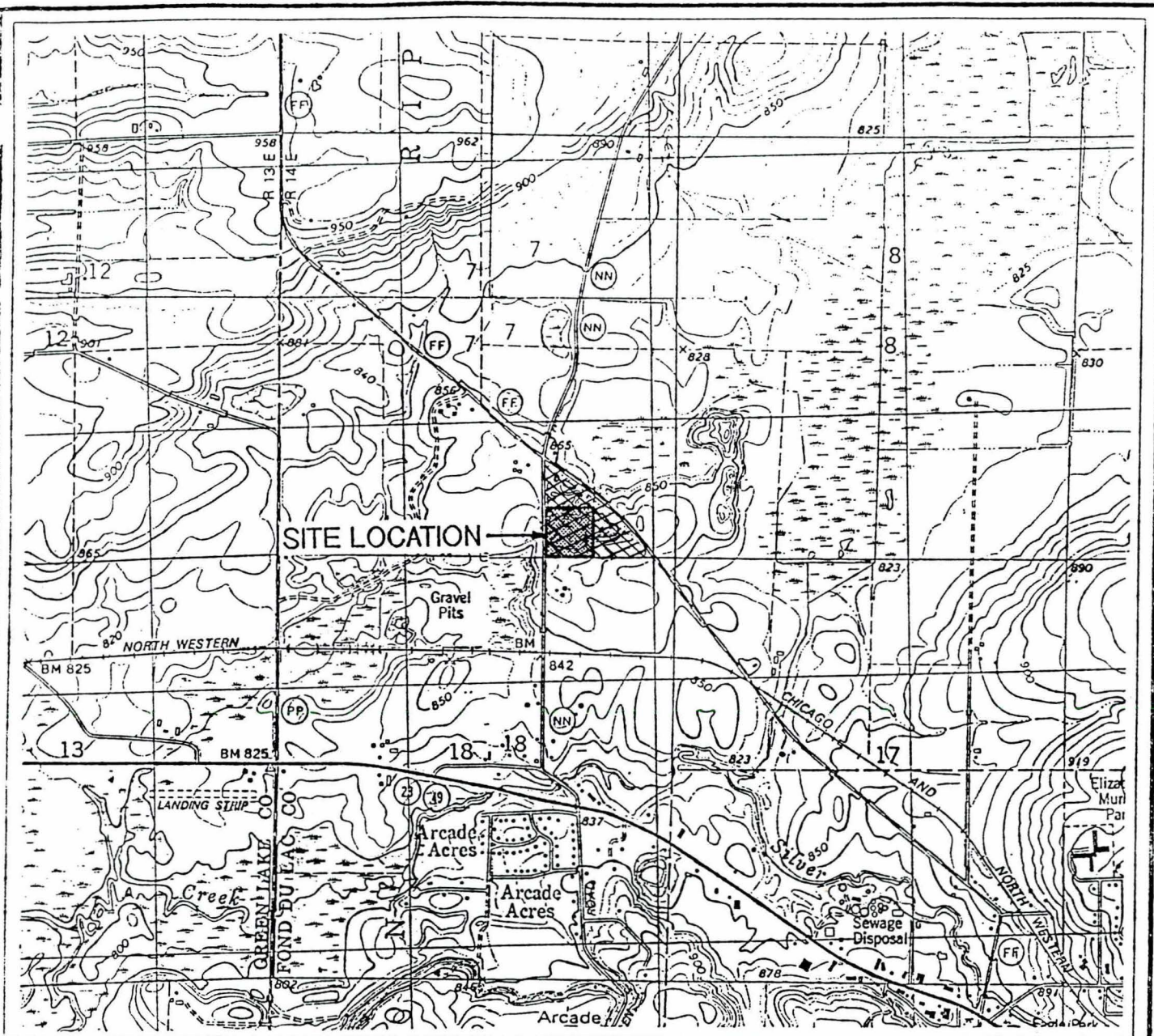
Dated: Oct 31, 1991

Frank Eberly
Town Board Supervisor
For TOWN OF RIPON

Dated: Oct 31, 1991

Gary Page
Town Board Supervisor
For TOWN OF RIPON

Dated: Oct 31, 1991



Base map from U.S.G.S. 7.5' Berlin (1980), Green Lake (1980), Ripon (1980), and Rush Lake (1980), WI topographic quadrangle maps.

The 7.3-acre FF/NN Landfill is located in the SE 1/4 of the SE 1/4 of Section 7, T16N, R14E in the Town of Ripon, Fond du Lac County, Wisconsin.

EXHIBIT B

AGREEMENT ON CONFIDENTIALITY

Except to the extent necessary to inform its own insurance carriers of developments concerning this Site, each Participating Party agrees on its own behalf and on behalf of its officers, employees and agents, to hold in strict confidence all shared information received from any other Participating Party or its counsel and all information generated by engagement of the PRP Group's Consultant and shall not disclose any such information to any non-Participating Party or any others unless:

(1) all Participating Parties consent in writing to such disclosure; or

(2) disclosure is required by court order.

Where information is confidential, the Group will safeguard such material. In those circumstances where information maintained by a Participating Party as confidential is sought by governmental authorities or a court of law, the Participating Party will take reasonable steps to ensure that each Participating Party with an interest in maintaining confidentiality of the information sought has an opportunity to express its concerns. If the Participating Party would be subject to court sanction or penalty for nondisclosure, the other Participating Parties shall not withhold their consent to disclose the information. However, each Participating Party reserves to itself the right to challenge the release of such information through appropriate legal avenues.

Shared Information shall include the following:

(1) Information relating to deliberative positions, Parties' views, strategic, financial, or proprietary information, including but not limited to the following:

(A) Internal deliberations of the Parties.

(B) Confidential information provided by, about or to such Parties.

(C) Information related to the negotiating strategy of the parties vis a vis any other nonparticipating parties.

(2) Information shared with the Participating Parties from government agencies, citizen organizations or individuals relating to their negotiating strategies and other internal deliberations that are not yet part of any official public record or public statement and for which those agencies, organizations or individuals have requested confidentiality as a condition of sharing this information.

(3) Scientific and technical information from or opinions of the Consultant that is assisting in either the preparation or review of a remedial investigation (RI) plan, feasibility study (FS), or Remedial Action Plan (RAP) for the Site whether or not in a formal written or oral report that becomes available to the Participating Parties or its members individually. Such information shall include at least the following:

- (A) Information on the identification of hazardous substances contained at the site.
- (B) Information on the nature and extent of the contamination.
- (C) Health effects data related to exposure to the substances at the FF/NN Landfill (the Site).
- (D) Reports on the progress of investigative or cleanup actions.

This Agreement on Confidentiality shall not prevent scientific and engineering information needed by the Consultant from being shared with the Consultant.

Two categories of specific information to which Consultant will have access as it deems necessary to complete its engagement are:

- (1) Scientific and engineering information relating to health effects and environmental conditions at or near the Site.

(2) Information relating to the financial status of the PRP Group, but not the individual members of the Group, to the extent such information is necessary for Consultant to accept its engagement.

Sources of information within the first category shall include government agencies, industry, citizen groups, or other representatives of the public. Moreover, if non-Participating Parties or others seek to obtain the publicly available information from the Participating Party rather than from the agencies, industry, groups or representatives such information may only be provided by a Participating Party pursuant to the terms and conditions of this Agreement on Confidentiality.

5566H/6/18/91

Site name:

Ripon FF/NN Landfill

Site Geology/Hydrogeology

Based upon the boring logs for the site, the geology is 0-5 feet of fill, 5-10 feet thickness of silty material (ML) and below this is predominantly sand and gravel (SP-SM). The SP-SM material is poorly sorted. Bedrock was not encountered by any of the on-site monitoring wells. Logs of nearby private wells indicate that bedrock is either a dolomite or sandstone depending upon the location.

There are four water table monitoring wells at the site, located on approximately each corner of the rectangular landfill. The water table surface slopes towards the southwest corner of the landfill. There is also one piezometer at the site. It is located in the southwest corner of the site. The monitoring wells are of questionable integrity so the water elevations measured at each well is suspect. However, the water table is thought to be within 10 feet of the bottom of the base of the fill.

Site History and Physical Condition:

The landfill is located within an old sand and gravel pit. The site operated between 1968 and 1983 and is approximately 7½ acres in size. Maximum waste thickness is approximately 50 feet and total waste volume is estimated at 490,000 cubic yards. The site was closed with 6 inches of topsoil, 24 inches of clay and 12 to 24 inches of clayey silt over waste. There is a passive gas venting trench running north-south along the west side of the landfill. The site currently has a vegetative cover.

Three water table wells (MW-1, MW-2, MW-3) are located within the fill. These wells were covered with waste and never properly abandoned.

The landfill accepted large volumes of wastewater treatment plant sludges (10-20% solids), municipal refuse and large volumes of possibly toxic and hazardous sludges, enamels and frits.

Known Substances of Concern

The primary problem at the site are volatile organic compounds (VOCs) in groundwater. VOCs have been detected in the on-site monitoring wells and in a private well located approximately 500 feet south of the landfill. The private well has been abandoned. The VOCs detected include vinyl chloride, 1,1 dichloroethene, 1,2 dichloroethene, trichloroethene, tetrachloroethene, 1,1,1 trichloroethane, benzene and xylene.

ATTENDANCE SHEET
City of Ripon FF/NN Landfill Meeting
February 20, 1992

* * *

NAME

ADDRESS/PHONE

Stephen Ales	WDNR-Southern District, 608-275-3310
Patricia Honz	WDNR GEF II LC/S (608) 266-9972
MIKE CARLTON - WR GRACE - VON BRIESEN & PORTELL	414-287-1217
Paul Kulgoe Tn. of Ripon Ripon, WI	(414) 748-5714
Raymond M. Porter City of Ripon - 1 E. 1st + Main St, MSN	(608) 255-4440
Bob Karneuskas Hydro-Search Inc Brookfield, WI	(414) 792-1282
Mac Hyde McGraw/SC Gray Plant Law Firm	3400 City Center, MPLS, 55402 612-343-2840 612-333-0066 FAX
Ludwig Wertz	City of Ripon