

Edelstein, Gary A - DNR

From: Lilek, Christine F - DNR
Sent: Wednesday, October 19, 2011 9:18 AM
To: Noel, Mike; Edelstein, Gary A - DNR
Cc: Schorle.Bernard@epamail.epa.gov
Subject: RE: FF/NN Landfill ICP Access Agreements

Thank you, Mike! I've placed a copy of these agreements in the DNR paper file.

 *Christine F Lilek - CPG - PG*

NER - Hydrogeologist - Remediation and Redevelopment Program
Wisconsin Department of Natural Resources
1155 Pilgrim Road
Plymouth, WI 53073

(☎) phone: (920) 892-8756, ext 3025
(✉) e-mail: Christine.Lilek@wisconsin.gov
(☎) fax: (920) 892-6638

From: Noel, Mike [mailto:Mike.Noel@tetrattech.com]
Sent: Wednesday, October 19, 2011 08:07 AM
To: Edelstein, Gary A - DNR; Lilek, Christine F - DNR
Cc: Schorle.Bernard@epamail.epa.gov
Subject: RE: FF/NN Landfill ICP Access Agreements

Attached is the WPL Access agreement. This is the last of the two we were to obtain. Let me know if you have any questions.

From: Noel, Mike
Sent: Monday, September 12, 2011 8:33 AM
To: Edelstein, Gary A - DNR; Lilek, Christine F - DNR
Cc: Schorle.Bernard@epamail.epa.gov
Subject: FF/NN Landfill ICP Access Agreements

Gary,

There were two additional access agreements we needed to put in place for the FF/NN Landfill ICP. One was for the properties owned by Sauer and that agreement is attached. The other was with Alliant/WPL. The attached email indicates that agreement has been sent to the County for recording and we will forward along to you once it comes back from the County. Let me know if you have any questions.

Mike

Michael R. Noel | Vice President, Principal Hydrogeologist
Office: 262-792-1282 x 223 | Fax: 262-792-1310 | Mobile: 262-853-4983
mike.noel@tetrattech.com

Tetra Tech GEO
175 N Corporate Drive, Suite 100 | Brookfield, WI 53045 | www.tetrattechgeo.com

PLEASE NOTE: This message, including any attachments, may include confidential and/or inside information. Any distribution or use of this communication by anyone other than the intended recipient is strictly prohibited and may be unlawful. If you are not the intended recipient, please notify the sender by replying to this message and then delete it from your system.

30
/6

ACCESS AGREEMENT

DOC# 985107

Recorded
September 07, 2011 1:24 PM

Document No

Patricia Kraus

PATRICIA KRAUS
REGISTER OF DEEDS
FOND DU LAC COUNTY
Fee Amount: \$30.00

RETURN TO:
WURTZ LAW OFFICE
P.O. BOX 603
RIPON, WI 54971

This ACCESS AGREEMENT ("Agreement") is made this 16th day of Aug., 2011 by and between the FF/NN Landfill PRP Group (the "FF/NN Group"), Tetra Tech GEO ("GEO") and Wisconsin Power and Light Company, a Wisconsin corporation ("WPL"), as owner of the property at Section 18 T16N R14E OLD C & NW R/O/W located in the North ½, Northeast ¼ and North ½ Northwest ¼, Town of Ripon, Fond du Lac County, Wisconsin (the "Property"). See Attached Exhibit A.

WHEREAS, the FF/NN Group has been requested by the Wisconsin Department of Natural Resources ("DNR") to monitor groundwater in the vicinity of the FF/NN Landfill;

WHEREAS, existing monitoring well nests MW – 3A and MW – 3B (the "Wells") are located on the Property and are designated for groundwater monitoring by the DNR:

WHEREAS, GEO, which is acting as the FF/NN Group's environmental consultant, will undertake or oversee the sampling, maintaining and abandoning (the "Activities") of the Wells; and

WHEREAS, WPL is willing to grant the FF/NN Group and GEO access for such Activities, provided the Activities do not damage the Property and do not unreasonably interfere with WPL's customary use of the property.

NOW, THEREFORE, in consideration of the mutual benefits to the parties and other good and valuable consideration, WPL hereby grants the FF/NN Group and GEO a non-exclusive right of access on and under the Property for the sole purpose of conducting the Activities, on the following terms and conditions:

1. Sampling, Maintaining and Abandoning.
 - a. WPL agrees that the FF/NN Group and GEO may carry out the Activities described above for the purposes described above provided the Activities occur at the location shown on the site plan attached hereto as Exhibit A ("Site Plan").

- b. The FF/NN Group and GEO will comply with all applicable environmental laws and regulations with respect to the Activities on the Property.
 - c. The FF/NN Group Shall, upon request, provide WPL with copies of all test results relating to the Activities on the Property.
 - d. The right of access granted pursuant to this Agreement shall not expire until DNR authorizes abandonment of the Wells.
 - e. GEO shall, to the extent practicable and consistent with sound engineering practice, undertake the Activities in a manner that will not unreasonably interfere with WPL'S use of the Property. Such Activities shall be performed by GEO with such care and diligence as to avoid accidental damage or harm to persons or property.
 - f. The FF/NN Group shall require GEO, and GEO shall carry Commercial General Liability insurance with limits not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate and Workers Compensation to the extent of statutory limits and Employers liability with limits not less than \$1,000,000.
2. Purpose of Agreement. This Agreement being solely for the purpose of facilitating groundwater monitoring as required by the DNR neither the FF/NN Group nor GEO may use the Property for any purposes except the Activities and shall not have the right to assign this agreement to any third party without the prior written consent of WPL.
3. Repairs. After the completion of any Activities authorized under this Agreement, the FF/NN Group through GEO shall replace or repair to such condition as existed prior to the Activities any portion of the Property damaged by equipment or operations associated with the Activities.
4. The FF/NN Group agrees to be responsible for and reimburse WPL for any and all damage caused by GEO, its employees or agents to WPL's facilities on the Property and further agrees to be responsible for the investigation and remediation of any and all environmental contamination caused or contributed to by the Activities. Both FF/NN Group and GEO agree to indemnify and hold WPL harmless from any and all claims, actions, damages, liability and expense resulting from either FF/NN Group or GEO, their agents, contractors, employees, invitees, or guests entry upon the Property, occupancy or use of the Property, or the Activities, in whole or in part except when caused by the negligent acts or omissions of WPL.
5. If any of the foregoing provisions is held for any reason to be unlawful or unenforceable, the parties intend that only the specific words found to be unlawful or unenforceable are severed and deleted from this agreement and that the balance of the agreement remain a binding enforceable agreement to the fullest extent permitted by law.

6. All notices or other communications required or permitted, shall be in writing and shall be deemed given or made five (5) days after deposit in the United States mail, first class, postage prepaid and certified, and shall be given to each party at the address for such party as set forth below. Any party may change its address for purposes of this Agreement by giving written notice of such changed to the other parties in the manner provided in this Agreement.

WISCONSIN POWER AND LIGHT COMPANY
Attn: Real Estate Department
4902 North Biltmore Lane, Suite 1000
Madison, WI 53718-2148

CITY OF RIPON
100 Jackson Street
Ripon, WI 54971

TETRA TECH GEO
175 North Corporate Drive, Suite 100
Brookfield, WI 53045

Dated _____

Wisconsin Power and Light Company

See next page -

F. J. Buri, Corporate Secretary

Subscribed and sworn to before me
this ___ day of _____, 2011.

Notary Public _____

My commission expires _____

Dated 6/30/2011

FF/NN Group

NELSON M. OLAVARRIA

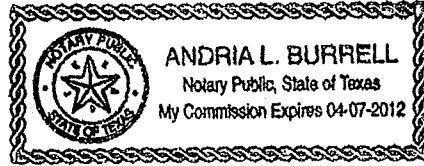
Name and Title

PRP COMMITTEE CHAIRMAN

Subscribed and sworn to before me
this 30 day of June, 2011.

Notary Public State of Texas

My commission expires 4/7/2012



Dated 7/6/2011

GEO

MICHAEL R. NOEL, PRINCIPAL HYDROGEOLOGIST

Name and Title

Subscribed and sworn to before me
this 6th day of July, 2011.

Notary Public JANET E. DEFNET state of Wisconsin

My commission expires Dec. 30, 2012

Drafted by: Wurtz Law Office, LLC, P.O. Box 603, Ripon, WI 54971

Dated Aug. 16, 2011

[Handwritten initials]

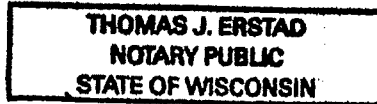
Wisconsin Power and Light Company

[Handwritten signature]

F. J. Buri, Corporate Secretary

Subscribed and sworn to before me
this 16 day of August, 2011.

Thomas J. Erstad



Notary Public State of Wisconsin

My commission expires 8/5/2012

Dated _____

FF/NN Group

Name and Title

Subscribed and sworn to before me
this ___ day of _____, 2011.

Notary Public _____

My commission expires _____

Dated _____

GEO

Name and Title

Subscribed and sworn to before me
this ___ day of _____, 2011.

Notary Public _____

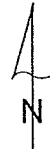
My commission expires _____

Drafted by: Wurtz Law Office, LLC, P.O. Box 603, Ripon, WI 54971

Exhibit A

EXPLANATION

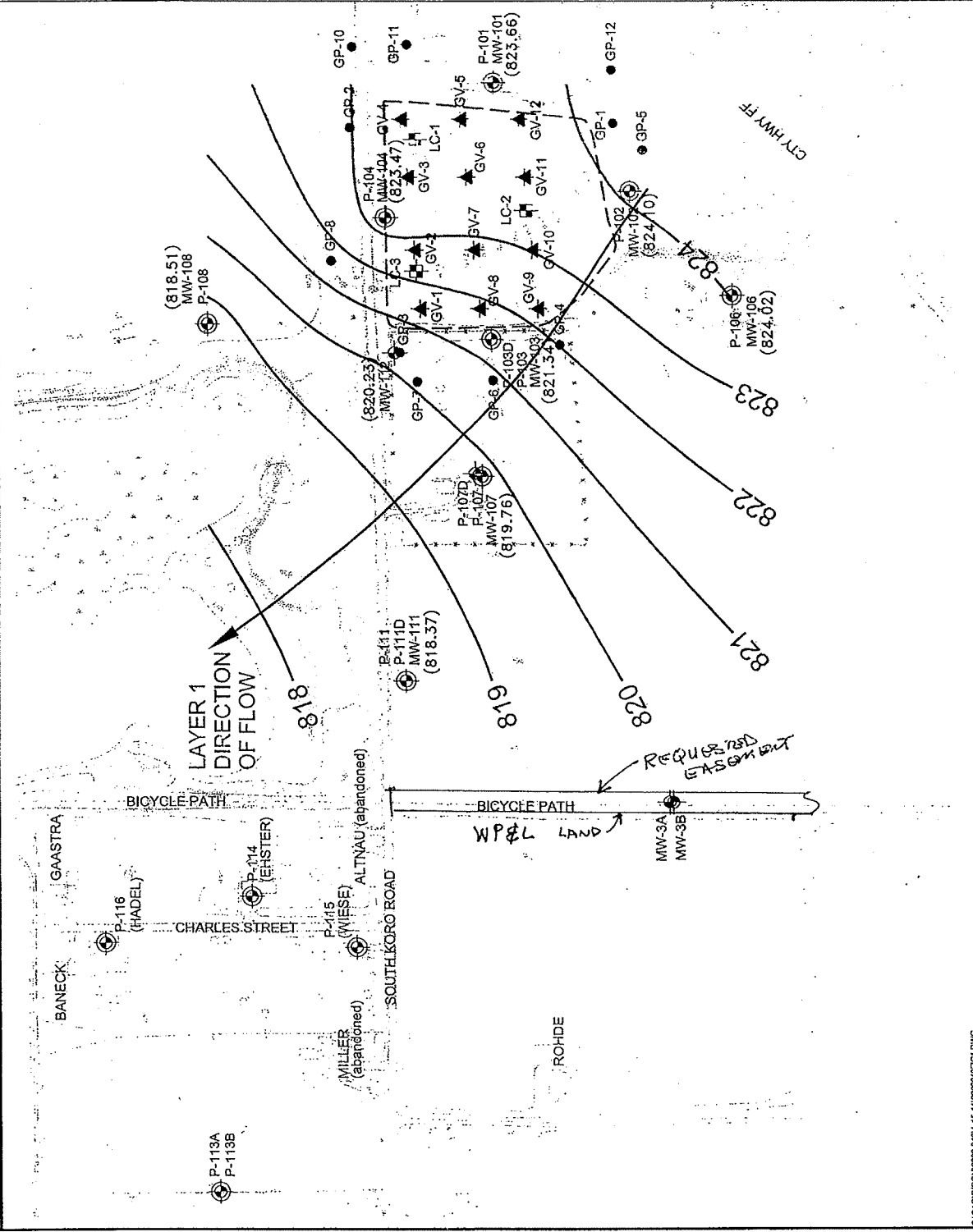
- P-104 MONITOR WELL, PIEZOMETER LOCATION, DESIGNATION
- MW-104 LEACHATE HEAD WELL LOCATION, DESIGNATION
- LC-2 OUTLINE OF CLOSED LANDFILL
- GP-1 GAS PROBE LOCATION AND DESIGNATION
- ▲ GV-1 GAS VENT LOCATION AND DESIGNATION
- (823.29) GROUNDWATER ELEVATION



BASEMAP FROM FOND DU LAC COUNTY PLANNING DIVISION, SPRING 2000.

DATE: 4/15/11	DESIGNED: THJW
PROJECT: RIFON, WISCONSIN	CHECKED: MRN
GROUNDWATER ELEVATIONS	APPROVED: MRN
LAYER 1 WELLS	DRAWN: HJW
APRIL 2011	PROJECT: 117-222240

TETRA TECH Figure 1



S:\CALD\RIFON\2002_04\04-15-11\200204\FG1.DWG

Edelstein, Gary A - DNR

From: Noel, Mike [Mike.Noel@tetrattech.com]
Sent: Monday, September 12, 2011 8:33 AM
To: Edelstein, Gary A - DNR; Lilek, Christine F - DNR
Cc: Schorle.Bernard@epamail.epa.gov
Subject: FF/NN Landfill ICP Access Agreements
Attachments: Sauer Agreement FF NN Landfill.pdf; Fwd: Fwd: Draft FF/NN Landfill Progress Report

Gary,

There were two additional access agreements we needed to put in place for the FF/NN Landfill ICP. One was for the properties owned by Sauer and that agreement is attached. The other was with Alliant/WPL. The attached email indicates that agreement has been sent to the County for recording and we will forward along to you once it comes back from the County. Let me know if you have any questions.

Mike

Michael R. Noel | Vice President, Principal Hydrogeologist
Office: 262-792-1282 x 223 | Fax: 262-792-1310 | Mobile: 262-853-4983
mike.noel@tetrattech.com

Tetra Tech GEO
175 N Corporate Drive, Suite 100 | Brookfield, WI 53045 | www.tetrattechgeo.com

PLEASE NOTE: This message, including any attachments, may include confidential and/or inside information. Any distribution or use of this communication by anyone other than the intended recipient is strictly prohibited and may be unlawful. If you are not the intended recipient, please notify the sender by replying to this message and then delete it from your system.

ACCESS AGREEMENT

This ACCESS AGREEMENT ("Agreement") is made this 21 day of April, 2011 by and between the FF/NN Landfill PRP Group (the "FF/NN Group") and David I. Sauer et. al. and Beverly L. Garro et. al. ("Sauer and Garro"), as owner of the properties at Section 7 T16N R14E Lot 2 CSM #3634-20-33 located in the South 1/2 of the Southeast ¼ and Section 7 T16N R14E Outlot 1 CSM #4581-26-99 located in the West 1/2 of the Southeast 1/4, Town of Ripon, Fond du Lac County, Wisconsin (the "Properties").

WHEREAS, the FF/NN Group has been requested by the Wisconsin Department of Natural Resources ("DNR") to monitor groundwater in the vicinity of the FF/NN Landfill;

WHEREAS, existing monitoring well nests MW/P-101, MW/P-102, MW/P-106 and MW/P-108 (the "Wells") are located on the Properties and are designated for groundwater monitoring by the DNR;

WHEREAS, Tetra Tech GEO ("GEO") (or its successors), which is acting as the FF/NN Group's environmental consultant, will undertake or oversee the sampling, maintaining and abandoning (the "Activities") of the Wells; and

WHEREAS, Sauer and Garro are willing to grant the FF/NN Group and its Environmental Consultant access for such Activities, provided the Activities do not damage the Property and do not unreasonably interfere with Sauer's and Garro's customary use of the Property.

NOW, THEREFORE, in consideration of the mutual benefits to the parties and other good and valuable consideration, Sauer and Garro hereby grants the FF/NN Group and its Environmental Consultants a non-exclusive right of access on and under the Property for the sole purpose of conducting the Activities, on the following terms and conditions:

1. Sampling, Maintaining and Abandoning.
 - a. Sauer and Garro agree that the FF/NN Group may carry out the Activities described above for the purposes described above provided they occur at the location shown on the site plan attached hereto ("Site Plan"). (A copy of the Site Plan showing the location of the Wells is attached hereto.)
 - b. The FF/NN Group and its Environmental Consultants will comply with all applicable environmental laws and regulations with respect to the Activities on the Properties.
 - c. The FF/NN Group shall provide Sauer and Garro with copies of all test results relating to the Activities on the Properties.
 - d. The right of access shall not expire until DNR authorizes abandonment of the Wells.

- e. GEO shall, to the extent practicable and consistent with sound engineering practice, undertake the Activities in a manner that will not unreasonably interfere with Sauer's and Garro's use of the Properties.
 - f. The FF/NN Group shall require GEO and each of its subcontractors to carry professional liability insurance to cover damages to the Properties in the minimum amount of \$ 1M (million) per occurrence.
2. Purpose of Agreement. This Agreement being solely for the purpose of facilitating groundwater monitoring as required by the DNR neither the FF/NN Group nor its Environmental Consultant may use the Properties for any purposes except the Activities and shall not have the right to assign this agreement to any third party without the prior written consent of Sauer and Garro.
 3. Repairs. After the completion of any Activities authorized under this Agreement, the FF/NN Group through its Environmental Consultant will replace or repair any portion of the Properties damaged by equipment or operations associated with the Activities or any unauthorized activity by the FF/NN Group or its Environmental Consultants.
 4. Indemnity. The FF/NN Group agrees to be responsible for and reimburse Sauer and Garro for any and all damage caused or allowed by the Environmental Consultants, their employees, agents, invitees or contractors to the surface or underground facilities on the Properties and to be responsible for the investigation and remediation of any and all environmental contamination caused or contributed to by the Activities. The FF/NN Group also agrees to indemnify and defend Sauer and Garro from any and all claims for personal injury or property damage caused by the negligence of the Environmental Consultants in the performance of the Activities or any unauthorized activities on the Properties by the FF/NN Group or its Environmental Consultants unless caused in whole or in part by the negligence of Sauer and Garro, their agents or invitees or by third parties. If such personal injury or property damage is the result of joint negligence or willful misconduct, each party's duty of indemnification shall be in proportion to its allocable share of such joint negligence or willful misconduct.
 5. Attorney's Fees. In connection with any litigation arising out of or relating to this Agreement, the prevailing party shall be entitled to recover all reasonable costs and expenses incurred, including reasonable attorney's fees. For purposes of this paragraph, "prevailing party" shall mean that party which obtains any of the relief requested on anyone or more claims, counterclaims, or cross-claims. If there is more than one prevailing party, then costs, expenses and attorneys' fees provided for herein shall be awarded to each prevailing party only to the extent the costs, expenses and fees relate to each party's successful claim(s).

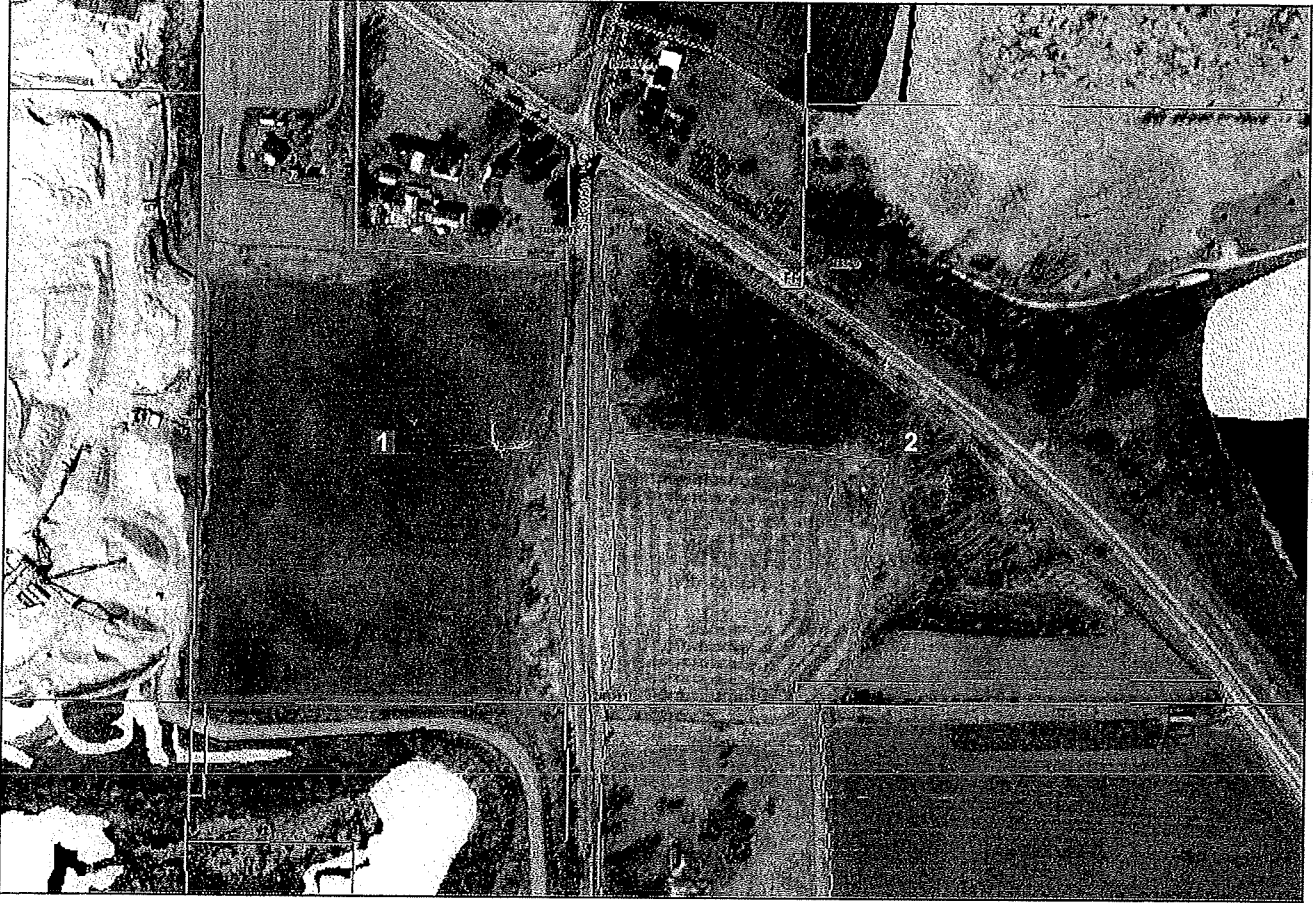
Dated: 5-9-11

David Sauer
Signature
Print Name: DAVID SAUER
Title: owner

Dated: 4-21-11

Beverly L. Garro
Signature
Print Name: Beverly L. Garro
Title: owner

Fond du Lac County, WI



1.	T17-16-14-07-15-005-00 - DAVID L SAUER ETAL	2.	T17-16-14-07-16-005-00 - DAVID L SAUER ETAL
----	---	----	---

Disclaimer: The information displayed on this map was obtained from the Fond du Lac County Geographic Information System (GIS) and is intended to be used as a reference only. Fond du Lac County assumes no liability for the accuracy of this map or its use. Please contact the Land Information Department if you discover any discrepancies on this document.

Map Scale
1 inch = 400 feet

3/21/2011