

**From:** Paul Lindquist <PLINDQUIST@ramboll.com>  
**Sent:** Thursday, July 15, 2021 9:05 PM  
**To:** amber@grow54220.com  
**Cc:** Kristin Jones (Kristin.Jones@newellco.com); Beggs, Tauren R - DNR  
**Subject:** Request for Property Access - 1501 Marshall Street, Manitowoc, WI 54220  
**Attachments:** GrowItForward\_Access Letter.pdf

Good evening Amber;

Thank you for speaking with me yesterday concerning property access to the northern portion of the Grow It Forward, Inc. asphalt parking lot located at 1501 Marshall Street in Manitowoc, Wisconsin. Based on our telephone conversation, I have attached an access agreement letter describing the proposed work, a figure showing the approximate location of the proposed soil boring and monitoring well (please note the monitoring well will be installed within the soil boring), a photographic example of a monitoring well surface completion, and an access agreement for review and signature.

If you have an questions please let me know.

Thank you.

**Paul Lindquist**

Managing Consultant  
1692722 - Great Lakes

D 262-901-3510  
M 612-209-8676  
[plindquist@ramboll.com](mailto:plindquist@ramboll.com)

---

Connect with us  

Ramboll  
234 W. Florida Street  
Fifth Floor  
Milwaukee, WI 53204  
USA  
<https://ramboll.com>

**Sent Via Electronic Mail**

Grow It Forward Inc.  
1501 Marshall Street  
Manitowoc, WI 54220

**REQUEST FOR PROPERTY ACCESS  
1501 MARSHALL STREET  
WDNR BRRTS NO. 02-36-545108**

Dear Amber Daug and the Grow It Forward Leadership Board:

Ramboll US Consulting, Inc. (Ramboll), on behalf of the Newell Operating Company (NOC), is requesting permission to access your property at 1501 Marshall Street ("Property") in Manitowoc, Wisconsin, as part of the ongoing environmental investigation activities being performed at the nearby Former Mirro Plant No. 9 ("Mirro 9").

Soil and groundwater testing on your Property is being requested as part of the ongoing investigation of environmental impacts being performed by NOC, a former owner of the Mirro 9 property. NOC's investigation is being overseen by the Wisconsin Department of Natural Resources (WDNR). Ramboll has been retained by NOC to assist in these efforts.

Ramboll seeks access to your Property in order to perform a soil boring, install a groundwater monitoring well, and take periodic groundwater samples for laboratory testing. We would like to schedule this work in late July or early August and will work to schedule a time that is convenient for you. We have enclosed a figure showing the approximate location of the work, a photographic example of a surface completion for a monitoring well, and an access agreement allowing NOC and Ramboll to access the Property for purposes of completing this work. Please return the signed agreement using the self-addressed envelope provided with this letter. You can also send a scanned PDF copy of the signed agreement to Paul Lindquist at [plindquist@ramboll.com](mailto:plindquist@ramboll.com).

Following receipt of the signed agreement, a Ramboll representative will contact you to arrange a time for us to visit the Property and begin the work. You will be provided with a copy of the results of all testing performed on your property when they are available.

Thank you in advance for your prompt consideration of this request. If you have questions or concerns about the wording of the agreement or any other aspect of this request or the testing, please call me.

You may also contact Tauren Beggs of the WDNR for additional information at 920-510-3472 or [Tauren.Beggs@wisconsin.gov](mailto:Tauren.Beggs@wisconsin.gov).

July 15, 2021

Ramboll  
234 West Florida Street  
5<sup>th</sup> Floor  
Milwaukee, WI 53204  
USA

T +1 414 837 3607  
F +1 414 837 3608  
[www.ramboll.com](http://www.ramboll.com)

Ref. 1690019647

Yours sincerely,



**Paul D. Lindquist**

Managing Consultant

D: 262 901 3510

[plindquist@ramboll.com](mailto:plindquist@ramboll.com)

cc: Kristin Jones, NOC (electronic copy)  
Tauren Beggs, WDNR (electronic copy)

Enclosures: Figure 1 – Proposed Soil Boring and Monitoring Well Location  
Attachment A – Monitoring Well Surface Completion Example  
Access Agreement



- PROPERTY BOUNDARY (APPROXIMATE)
- ⊕ PROPOSED SOIL BORING/  
MONITORING WELL LOCATION

## PROPOSED SOIL BORING AND MONITORING WELL LOCATION

**FIGURE 1**

RAMBOLL US CONSULTING, INC.  
A RAMBOLL COMPANY

1501 MARSHALL STREET  
MANITOWOC, WISCONSIN



ATTACHMENT A  
MONITORING WELL SURFACE COMPLETION EXAMPLE



## ACCESS AGREEMENT

This Access Agreement is made on this \_\_\_\_ day of \_\_\_\_\_, 2021 by and between Grow It Forward Inc. (“Owner”) and Newell Operating Company (“NOC”), a Delaware corporation with its principal place of business at 6655 Peachtree Dunwoody Road, Atlanta, Georgia 30328 (collectively, “the Parties” and each a “Party”).

WHEREAS, Owner represents that it owns certain real estate located at 1501 Marshall Street (“Property”); and

WHEREAS, NOC is conducting certain environmental investigation activities overseen by the Wisconsin Department of Natural Resources (“WDNR”) relating to contamination at the Former Mirro Plant No. 9 facility (“Mirro 9”) located at 1512 Washington Street, Manitowoc, Wisconsin; and

WHEREAS, NOC has contracted with Ramboll US Consulting, Inc. (“Ramboll”) to perform the environmental investigation; and

WHEREAS, NOC requires access to the Property to conduct certain soil and groundwater investigation activities described below,

NOW THEREFORE, the Parties agree as follows:

1. Grant of Access. Owner permits NOC, its consultants and contractors, including Ramboll, to enter the Property for the purposes of collecting soil samples, installing a groundwater monitoring well, and collecting groundwater samples from the monitoring well from time to time (“the Covered Activities”). A drill rig will be used to collect soil samples and to install the groundwater monitoring well. The well will be covered with a traffic-rated monitoring well vault, which will be installed flush with the ground surface and set in concrete. Upon completion of groundwater

monitoring activities, which may include more than one sampling event, the well(s) will be properly closed and abandoned and the Property restored pursuant to Paragraph 6. In the event NOC wishes to propose activities in addition to the Covered Activities, NOC shall provide Owner advanced written notice of such proposed additional actions, and shall not undertake any such additional work until Owner has agreed in writing to provide access for the additional work.

2. Pre-Investigation Obligations. NOC shall give Owner not less than five (5) business days prior notice each time it plans to enter the Property to conduct Covered Activities. Prior to commencing any sub-surface work at the Property, NOC shall contact the local Digger's Hotline and receive clearance to commence work.
3. Compliance with Laws. NOC and its agents, consultants and contractors shall, in performing the Covered Activities, comply with all applicable laws, ordinances and regulations.
4. Interference. NOC and its agents, consultants and contractors shall perform the Covered Activities in a manner that will not unreasonably interfere with the use of the Property by Owner.
5. Data and Sampling. NOC agrees to timely provide Owner with the analytical results from any sampling conducted by NOC at the Property.
6. Restoration of Property. To the extent feasible, NOC shall restore all areas of the Property disturbed by the Covered Activities to its condition immediately prior to performance of the Covered Activities. The restoration activities will be completed within thirty (30) days after termination of this Agreement.

7. Indemnity. Owner shall not be liable to NOC or NOC's agents, consultants, contractors for any personal injury, property damage, or loss of life or property caused by or arising out of the Covered Activities. Except as may result from the negligent or willful misconduct of Owner, or any officers, employees, agents, representatives of Owner, or from a breach of this Agreement by Owner, NOC shall defend and hold Owner harmless from and indemnify it against any claim, loss, expense or damage arising out of any negligent act or omission of NOC or its agents, consultants or contractors in performing the Covered Activities.
8. Applicable Law. The rights of the Parties under this Agreement shall be governed by the laws of the State of Wisconsin.
9. Notice. Notices, letters, and other written correspondence relating to this Agreement shall be directed to the respective Party as set forth below, or as modified by that Party by written notice:

For NOC:

Kristin Jones  
Director, Environmental Affairs  
Newell Operating Company.  
6655 Peachtree Dunwoody Road  
Atlanta Georgia 30328  
Kristin.Jones@newellco.com

With a copy to:

Gabriel Rodriguez  
Schiff Hardin LLP  
233 S. Wacker Dr., Ste. 7100  
Chicago IL 60606  
grodriguez@schiffhardin.com



For Owner:

---

---

---

---

---

---

---

10. Assignment. This Agreement shall be binding on the Parties hereto, and their successors and assigns. Neither Party shall assign this Agreement without the consent of the other Party, such consent not to be unreasonably withheld.

11. Term. This Agreement shall terminate at the completion of the Covered Activities, unless extended by written agreement of the Parties. NOC shall notify Owner in writing upon the completion of the Covered Activities.

12. This Agreement shall be binding the Parties hereto, and their successors and assigns. Neither Party shall assign such Agreement without the consent of the other party, such consent not to be unreasonably withheld.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized representative as follows:

Grow It Forward Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Newell Operating Company

By: \_\_\_\_\_

Title: \_\_\_\_\_

CH2:24950169.2

**From:** Paul Lindquist <PLINDQUIST@ramboll.com>  
**Sent:** Thursday, July 15, 2021 9:17 PM  
**To:** Beggs, Tauren R - DNR  
**Cc:** Kristin Jones (Kristin.Jones@newellco.com); Rodriguez, Gabriel M.; Walton, Katherine S.; Jeanne Tarvin; Susan Petrofske  
**Subject:** Request for Property Access - 1517 Washington Street, Manitowoc, WI  
**Attachments:** John Hang\_Access Letter.pdf

Good evening Tauren,

Ramboll, on behalf of NOC, sent a request for property access letter to Mr. John Hang, the property owner of the parking lot located at 1517 Washington Street in Manitowoc, via FedEx for overnight delivery. A copy of the letter is attached for your records.

Please let me know if you have any questions.

**Paul Lindquist**

Managing Consultant  
1692722 - Great Lakes

D 262-901-3510  
M 612-209-8676  
[plindquist@ramboll.com](mailto:plindquist@ramboll.com)

---

Connect with us  

Ramboll  
234 W. Florida Street  
Fifth Floor  
Milwaukee, WI 53204  
USA  
<https://ramboll.com>

**Sent Via Overnight Delivery**

John Hang  
746 South Olson Avenue  
Appleton, WI 54914

**REQUEST FOR PROPERTY ACCESS  
1517 WASHINGTON STREET, MANITOWOC, WI 54220  
WDNR BRRTS NO. 02-36-545108**

Dear John Hang:

Ramboll US Consulting, Inc. (Ramboll), on behalf of the Newell Operating Company (NOC), is requesting permission to access your property at 1517 Washington Street ("Property") in Manitowoc, Wisconsin, as part of the ongoing environmental investigation activities being performed at the nearby Former Mirro Plant No. 9 ("Mirro 9").

Soil and groundwater testing on your Property is being requested as part of the ongoing investigation of environmental impacts being performed by NOC, a former owner of the Mirro 9 property. NOC's investigation is being overseen by the Wisconsin Department of Natural Resources (WDNR). Ramboll has been retained by NOC to assist in these efforts.

Ramboll seeks access to your Property in order to perform a soil boring, install a groundwater monitoring well, and take periodic groundwater samples for laboratory testing. We would like to schedule this work in late July or early August and will work to schedule a time that is convenient for you. We have enclosed a figure showing the approximate location of the work, a photographic example of a surface completion for a monitoring well, and an access agreement allowing NOC and Ramboll to access the Property for purposes of completing this work. Please return the signed agreement using the self-addressed envelope provided with this letter. You can also send a scanned PDF copy of the signed agreement to Paul Lindquist at [plindquist@ramboll.com](mailto:plindquist@ramboll.com).

Following receipt of the signed agreement, a Ramboll representative will contact you to arrange a time for us to visit the Property and begin the work. You will be provided with a copy of the results of all testing performed on your property when they are available.

Thank you in advance for your prompt consideration of this request. If you have questions or concerns about the wording of the agreement or any other aspect of this request or the testing, please call me.

You may also contact Tauren Beggs of the WDNR for additional information at 920-510-3472 or at [Tauren.Beggs@wisconsin.gov](mailto:Tauren.Beggs@wisconsin.gov).

July 15, 2021

Ramboll  
234 West Florida Street  
5<sup>th</sup> Floor  
Milwaukee, WI 53204  
USA

T +1 414 837 3607  
F +1 414 837 3608  
[www.ramboll.com](http://www.ramboll.com)

Ref. 1690019647

Yours sincerely,



**Paul D. Lindquist**

Managing Consultant

D: 262 901 3510

[plindquist@ramboll.com](mailto:plindquist@ramboll.com)

cc: Kristin Jones, NOC (electronic copy)  
Tauren Beggs, WDNR (electronic copy)

Enclosures: Figure 1 – Proposed Soil Boring and Monitoring Well Location  
Attachment A – Monitoring Well Surface Completion Example  
Access Agreement



- PROPERTY BOUNDARY (APPROXIMATE)
- ⊕ PROPOSED SOIL BORING/  
MONITORING WELL LOCATION

## PROPOSED SOIL BORING AND MONITORING WELL LOCATION

**FIGURE 1**

RAMBOLL US CONSULTING, INC.  
A RAMBOLL COMPANY

1517 WASHINGTON STREET  
MANITOWOC, WISCONSIN



ATTACHMENT A  
MONITORING WELL SURFACE COMPLETION EXAMPLE



## ACCESS AGREEMENT

This Access Agreement is made on this \_\_\_\_ day of \_\_\_\_\_, 2021 by and between John Hang (“Owner”) and Newell Operating Company (“NOC”), a Delaware corporation with its principal place of business at 6655 Peachtree Dunwoody Road, Atlanta, Georgia 30328 (collectively, “the Parties” and each a “Party”).

WHEREAS, Owner represents that it owns certain real estate located at 1517 Washington Street (“Property”); and

WHEREAS, NOC is conducting certain environmental investigation activities overseen by the Wisconsin Department of Natural Resources (“WDNR”) relating to contamination at the Former Mirro Plant No. 9 facility (“Mirro 9”) located at 1512 Washington Street, Manitowoc, Wisconsin; and

WHEREAS, NOC has contracted with Ramboll US Consulting, Inc. (“Ramboll”) to perform the environmental investigation; and

WHEREAS, NOC requires access to the Property to conduct certain soil and groundwater investigation activities described below,

NOW THEREFORE, the Parties agree as follows:

1. Grant of Access. Owner permits NOC, its consultants and contractors, including Ramboll, to enter the Property for the purposes of collecting soil samples, installing a groundwater monitoring well, and collecting groundwater samples from the monitoring well from time to time (“the Covered Activities”). A drill rig will be used to collect soil samples and to install the groundwater monitoring well. The well will be covered with a traffic-rated monitoring well vault, which will be installed flush with the ground surface and set in concrete. Upon completion of groundwater



monitoring activities, which may include more than one sampling event, the well(s) will be properly closed and abandoned and the Property restored pursuant to Paragraph 6. In the event NOC wishes to propose activities in addition to the Covered Activities, NOC shall provide Owner advanced written notice of such proposed additional actions, and shall not undertake any such additional work until Owner has agreed in writing to provide access for the additional work.

2. Pre-Investigation Obligations. NOC shall give Owner not less than five (5) business days prior notice each time it plans to enter the Property to conduct Covered Activities. Prior to commencing any sub-surface work at the Property, NOC shall contact the local Digger's Hotline and receive clearance to commence work.
3. Compliance with Laws. NOC and its agents, consultants and contractors shall, in performing the Covered Activities, comply with all applicable laws, ordinances and regulations.
4. Interference. NOC and its agents, consultants and contractors shall perform the Covered Activities in a manner that will not unreasonably interfere with the use of the Property by Owner.
5. Data and Sampling. NOC agrees to timely provide Owner with the analytical results from any sampling conducted by NOC at the Property.
6. Restoration of Property. To the extent feasible, NOC shall restore all areas of the Property disturbed by the Covered Activities to its condition immediately prior to performance of the Covered Activities. The restoration activities will be completed within thirty (30) days after termination of this Agreement.

7. Indemnity. Owner shall not be liable to NOC or NOC's agents, consultants, contractors for any personal injury, property damage, or loss of life or property caused by or arising out of the Covered Activities. Except as may result from the negligent or willful misconduct of Owner, or any officers, employees, agents, representatives of Owner, or from a breach of this Agreement by Owner, NOC shall defend and hold Owner harmless from and indemnify it against any claim, loss, expense or damage arising out of any negligent act or omission of NOC or its agents, consultants or contractors in performing the Covered Activities.
8. Applicable Law. The rights of the Parties under this Agreement shall be governed by the laws of the State of Wisconsin.
9. Notice. Notices, letters, and other written correspondence relating to this Agreement shall be directed to the respective Party as set forth below, or as modified by that Party by written notice:

For NOC:

Kristin Jones  
Director, Environmental Affairs  
Newell Operating Company.  
6655 Peachtree Dunwoody Road  
Atlanta Georgia 30328  
Kristin.Jones@newellco.com

With a copy to:

Gabriel Rodriguez  
Schiff Hardin LLP  
233 S. Wacker Dr., Ste. 7100  
Chicago IL 60606  
grodriguez@schiffhardin.com

For Owner:

---

---

---

---

---

---

---

10. Assignment. This Agreement shall be binding on the Parties hereto, and their successors and assigns. Neither Party shall assign this Agreement without the consent of the other Party, such consent not to be unreasonably withheld.
11. Term. This Agreement shall terminate at the completion of the Covered Activities, unless extended by written agreement of the Parties. NOC shall notify Owner in writing upon the completion of the Covered Activities.
12. This Agreement shall be binding the Parties hereto, and their successors and assigns. Neither Party shall assign such Agreement without the consent of the other party, such consent not to be unreasonably withheld.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized representative as follows:

1517 Washington Street

By: \_\_\_\_\_

Title: \_\_\_\_\_

Newell Operating Company

By: \_\_\_\_\_

Title: \_\_\_\_\_

CH2:24950169.2