

GIS REGISTRY

Cover Sheet

August 2011
(RR-5367)

Source Property Information

BRRTS #:

ACTIVITY NAME:

PROPERTY ADDRESS:

MUNICIPALITY:

PARCEL ID #:

CLOSURE DATE:

FID #:

DATCP #:

PECFA#:

*WTM COORDINATES:

X: Y:

** Coordinates are in
WTM83, NAD83 (1991)*

WTM COORDINATES REPRESENT:

- Approximate Center Of Contaminant Source
 Approximate Source Parcel Center

Please check as appropriate: (BRRTS Action Code)

Contaminated Media:

Groundwater Contamination > ES (236)

Contamination in ROW

Off-Source Contamination

*(note: for list of off-source properties
see "Impacted Off-Source Property" form)*

Soil Contamination > *RCL or **SSRCL (232)

Contamination in ROW

Off-Source Contamination

*(note: for list of off-source properties
see "Impacted Off-Source Property" form)*

Land Use Controls:

N/A (Not Applicable)

Soil: maintain industrial zoning (220)

*(note: soil contamination concentrations
between non-industrial and industrial levels)*

Structural Impediment (224)

Site Specific Condition (228)

Cover or Barrier (222)

*(note: maintenance plan for
groundwater or direct contact)*

Vapor Mitigation (226)

Maintain Liability Exemption (230)

*(note: local government unit or economic
development corporation was directed to
take a response action)*

Monitoring Wells:

Are all monitoring wells properly abandoned per NR 141? (234)

Yes No N/A

** Residual Contaminant Level*

***Site Specific Residual Contaminant Level*

This Adobe Fillable form is intended to provide a list of information that is required for evaluation for case closure. It is to be used in conjunction with Form 4400-202, Case Closure Request. The closure of a case means that the Department has determined that no further response is required at that time based on the information that has been submitted to the Department.

NOTICE: Completion of this form is mandatory for applications for case closure pursuant to ch. 292, Wis. Stats. and ch. NR 726, Wis. Adm. Code, including cases closed under ch. NR 746 and ch. NR 726. The Department will not consider, or act upon your application, unless all applicable sections are completed on this form and the closure fee and any other applicable fees, required under ch. NR 749, Wis. Adm. Code, Table 1 are included. It is not the Department's intention to use any personally identifiable information from this form for any purpose other than reviewing closure requests and determining the need for additional response action. The Department may provide this information to requesters as required by Wisconsin's Open Records law [ss. 19.31 - 19.39, Wis. Stats.].

BRRTS #:	02-60-551912	(No Dashes)	PARCEL ID #:	59281108100		
ACTIVITY NAME:	Art Imig Clothing Center		WTM COORDINATES: X:	704185	Y:	366837

CLOSURE DOCUMENTS (the Department adds these items to the final GIS packet for posting on the Registry)

- Closure Letter**
- Maintenance Plan** (if activity is closed with a land use limitation or condition (land use control) under s. 292.12, Wis. Stats.)
- Continuing Obligation Cover Letter** (for property owners affected by residual contamination and/or continuing obligations)
- Conditional Closure Letter**
- Certificate of Completion (COC)** (for VPLE sites)

SOURCE LEGAL DOCUMENTS

- Deed:** The most recent deed as well as legal descriptions, for the **Source Property** (where the contamination originated). Deeds for other, off-source (off-site) properties are located in the **Notification** section.
Note: If a property has been purchased with a land contract and the purchaser has not yet received a deed, a copy of the land contract which includes the legal description shall be submitted instead of the most recent deed. If the property has been inherited, written documentation of the property transfer should be submitted along with the most recent deed.
- Certified Survey Map:** A copy of the certified survey map or the relevant section of the recorded plat map for those properties where the legal description in the most recent deed refers to a certified survey map or a recorded plat map. (lots on subdivided or platted property (e.g. lot 2 of xyz subdivision)).
Figure #: **Title: Photo of Plat Map showing location of Lot #152**
- Signed Statement:** A statement signed by the Responsible Party (RP), which states that he or she believes that the attached legal description accurately describes the correct contaminated property.

MAPS (meeting the visual aid requirements of s. NR 716.15(2)(h))

- Maps must be no larger than 11 x 17 inches unless the map is submitted electronically.
- Location Map:** A map outlining all properties within the contaminated site boundaries on a U.S.G.S. topographic map or plat map in sufficient detail to permit easy location of all parcels. If groundwater standards are exceeded, include the location of all potable wells within 1200 feet of the site.
Note: Due to security reasons municipal wells are not identified on GIS Packet maps. However, the locations of these municipal wells must be identified on Case Closure Request maps.
Figure #: 1 **Title: Topographic Map**
 - Detailed Site Map:** A map that shows all relevant features (buildings, roads, individual property boundaries, contaminant sources, utility lines, monitoring wells and potable wells) within the contaminated area. This map is to show the location of all contaminated public streets, and highway and railroad rights-of-way in relation to the source property and in relation to the boundaries of groundwater contamination exceeding a ch. NR 140 Enforcement Standard (ES), and/or in relation to the boundaries of soil contamination exceeding a Residual Contaminant Level (RCL) or a Site Specific Residual Contaminant Levels (SSRCL) as determined under s. NR 720.09, 720.11 and 720.19.
Figure #: 2 **Title: Site Diagram**
 - Soil Contamination Contour Map:** For sites closing with residual soil contamination, this map is to show the location of all contaminated soil and a single contour showing the horizontal extent of each area of contiguous residual soil contamination that exceeds a Residual Contaminant Level (RCL) or a Site Specific Residual Contaminant Level (SSRCL) as determined under s. NR 720.09, 720.11 and 720.19.
Figure #: 9 **Title: Soil Contaminate Distribution Map**

BRRTS #: 02-60-551912

ACTIVITY NAME: Art Imig Clothing Center

MAPS (continued)

- Geologic Cross-Section Map:** A map showing the source location and vertical extent of residual soil contamination exceeding a Residual Contaminant Level (RCL) or a Site Specific Residual Contaminant Level (SSRCL). If groundwater contamination exceeds a ch. NR 140 Enforcement Standard (ES) when closure is requested, show the source location and vertical extent, water table and piezometric elevations, and locations and elevations of geologic units, bedrock and confining units, if any.

Figure #: 3 Title: Geologic Cross Sections

Figure #: Title:

- Groundwater Isoconcentration Map:** For sites closing with residual groundwater contamination, this map shows the horizontal extent of all groundwater contamination exceeding a ch. NR140 Preventive Action Limit (PAL) and an Enforcement Standard (ES). Indicate the direction and date of groundwater flow, based on the most recent sampling data.

Note: This is intended to show the total area of contaminated groundwater.

Figure #: 3 Title: PCE Groundwater Contaminant Distribution Map

- Groundwater Flow Direction Map:** A map that represents groundwater movement at the site. If the flow direction varies by more than 20° over the history of the site, submit 2 groundwater flow maps showing the maximum variation in flow direction.

Figure #: 2 Title: Groundwater Contour Map (3/23/2011)

Figure #: 3 Title: Groundwater Contour Map (6/14/2011)

TABLES (meeting the requirements of s. NR 716.15(2)(h)(3))

Tables must be no larger than 11 x 17 inches unless the table is submitted electronically. Tables must not contain shading and/or cross-hatching. The use of **BOLD** or *ITALICS* is acceptable.

- Soil Analytical Table:** A table showing remaining soil contamination with analytical results and collection dates.
Note: This is one table of results for the contaminants of concern. Contaminants of concern are those that were found during the site investigation, that remain after remediation. It may be necessary to create a new table to meet this requirement.

Table #: 1 Title: Soil Sample Analytical Summary

- Groundwater Analytical Table:** Table(s) that show the most recent analytical results and collection dates, for all monitoring wells and any potable wells for which samples have been collected.

Table #: 2, 4 Title: Groundwater Analytical Data Summary (2)

- Water Level Elevations:** Table(s) that show the previous four (at minimum) water level elevation measurements/dates from all monitoring wells. If present, free product is to be noted on the table.

Table #: 3 Title: Groundwater Elevations

IMPROPERLY ABANDONED MONITORING WELLS

For each monitoring well not properly abandoned according to requirements of s. NR 141.25 include the following documents.

Note: If the site is being listed on the GIS Registry for only an improperly abandoned monitoring well you will only need to submit the documents in this section for the GIS Registry Packet.

- Not Applicable**

- Site Location Map:** A map showing all surveyed monitoring wells with specific identification of the monitoring wells which have not been properly abandoned.

Note: If the applicable monitoring wells are distinctly identified on the Detailed Site Map this Site Location Map is not needed.

Figure #: Title:

- Well Construction Report:** Form 4440-113A for the applicable monitoring wells.

- Deed:** The most recent deed as well as legal descriptions for each property where a monitoring well was not properly abandoned.

- Notification Letter:** Copy of the notification letter to the affected property owner(s).

BRRTS #: 02-60-551912

ACTIVITY NAME: Art Imig Clothing Center

NOTIFICATIONS

Source Property

Not Applicable

Letter To Current Source Property Owner: If the source property is owned by someone other than the person who is applying for case closure, include a copy of the letter notifying the current owner of the source property that case closure has been requested.

Return Receipt/Signature Confirmation: Written proof of date on which confirmation was received for notifying current source property owner.

Off-Source Property

Group the following information per individual property and label each group according to alphabetic listing on the "Impacted Off-Source Property" attachment.

Not Applicable

Letter To "Off-Source" Property Owners: Copies of all letters sent by the Responsible Party (RP) to owners of properties with groundwater exceeding an Enforcement Standard (ES), and to owners of properties that will be affected by a land use control under s. 292.12, Wis. Stats.

Note: Letters sent to off-source properties regarding residual contamination must contain standard provisions in Appendix A of ch. NR 726.

Number of "Off-Source" Letters: 2

Return Receipt/Signature Confirmation: Written proof of date on which confirmation was received for notifying any off-source property owner.

Deed of "Off-Source" Property: The most recent deed(s) as well as legal descriptions, for all affected deeded **off-source property(ies)**. This does not apply to right-of-ways.

Note: If a property has been purchased with a land contract and the purchaser has not yet received a deed, a copy of the land contract which includes the legal description shall be submitted instead of the most recent deed. If the property has been inherited, written documentation of the property transfer should be submitted along with the most recent deed.

Certified Survey Map: A copy of the certified survey map or the relevant section of the recorded plat map for those properties where the legal description in the most recent deed refers to a certified survey map or a recorded plat map. (lots on subdivided or platted property (e.g. lot 2 of xyz subdivision)).

Figure #: **Title:**

Letter To "Governmental Unit/Right-Of-Way" Owners: Copies of all letters sent by the Responsible Party (RP) to a city, village, municipality, state agency or any other entity responsible for maintenance of a public street, highway, or railroad right-of-way, within or partially within the contaminated area, for contamination exceeding a groundwater Enforcement Standard (ES) and/or soil exceeding a Residual Contaminant Level (RCL) or a Site Specific Residual Contaminant Level (SSRCL).

Number of "Governmental Unit/Right-Of-Way Owner" Letters:

Impacted Off-Source Property Information

Form 4400-246 (R 3/08)

This fillable form is intended to provide a list of information that must be submitted for evaluation for case closure. It is to be used in conjunction with Form 4400-202, Case Closure Request (Section H). The closure of a case means that the Department has determined that no further response is required at that time based on the information that has been submitted to the Department.

NOTICE: Completion of this form is mandatory for applications for case closure pursuant to ch. 292, Wis. Stats. and ch. NR 726, Wis. Adm. Code, including cases closed under ch. NR 746 and ch. NR 726. The Department will not consider, or act upon your application, unless all applicable sections are completed on this form and the closure fee and any other applicable fees, required under ch. NR 749, Wis. Adm. Code, Table 1 are included. It is not the Department's intention to use any personally identifiable information from this form for any purpose other than reviewing closure requests and determining the need for additional response action. The Department may provide this information to requesters as required by Wisconsin's Open Records law [ss. 19.31 - 19.39, Wis. Stats.].

BRRTS #:

ACTIVITY NAME:

ID	Off-Source Property Address	Parcel Number	WTM X	WTM Y
<input type="text" value="A"/>	<input type="text" value="Parking Lot (City of Sheboygan)"/>	<input type="text" value="59281108060"/>	<input type="text" value="704198"/>	<input type="text" value="366826"/>
<input type="text" value="B"/>	<input type="text" value="618 N 7th St (Testwuide Trust)"/>	<input type="text" value="59281108105"/>	<input type="text" value="704191"/>	<input type="text" value="366828"/>
<input type="text" value="C"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="D"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="E"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="F"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="G"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="H"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="I"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>



State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

Scott Walker, Governor
Cathy Stepp, Secretary

Wisconsin Department of Natural Resources
Plymouth Service Center
1155 Pilgrim Rd
Plymouth, WI 53073
FAX 920-892-6638

November 11, 2011

ART IMIG
ART IMIG CLOTHING CENTER
723 NEW YORK AVE
SHEBOYGAN, WI 53081

KEEP THIS DOCUMENT WITH YOUR PROPERTY RECORDS

Subject: Final Case Closure with Continuing Obligations
ART IMIG CLOTHING CENTER, Sheboygan, Wisconsin
WDNR BRRTS Activity # 02-60-551912

Dear Mr. Imig:

The Department of Natural Resources (DNR) considers Art Imig Clothing Center, Sheboygan, Wisconsin BRRTS Activity # 02-60-551912 closed with continuing obligations. No further investigation or remediation is required at this time. However, you and future property owners must comply with the continuing obligations as explained in the conditions of closure in this letter. Please read over this letter closely to ensure that you comply with all conditions and other on-going requirements. Provide this letter and any attached maintenance plan to anyone who purchases this property from you.

This final closure decision is based on the correspondence and data provided, and is issued under ch. NR 726, Wisconsin Administrative Code. The Northeast Region Closure Committee reviewed the request for closure on September 28, 2011. The Closure Committee reviews environmental remediation cases for compliance with state laws and standards to maintain consistency in the closure of these cases. The Department received documentation regarding two conditions of closure (well abandonment and purge water disposal) on October 26, 2011.

The Department reviewed the case closure request regarding the perchloroethene (PCE) contamination on the site from a past spill near the southeast service door from handling dry cleaning solvents or waste through this door at 723 New York Ave, Sheboygan, Wisconsin. In summary, the source property is an active dry cleaning facility. Remedial actions included: excavation of contaminated soils, cap maintenance, and natural attenuation monitoring of groundwater. The PCE contamination was limited to the area near the service door and no additional site investigation activities were performed under the existing building. Based on the correspondence and data provided, it appears that your case meets the closure requirements in ch. NR 726, Wisconsin Administrative Code. The Department considers this case closed and no further investigation or remediation is required at this time. However, you and any future property owners must comply with certain continuing obligations as explained in this letter. The conditions of closure and continuing obligations required were based on the property being used for commercial purposes.

Continuing Obligations

The continuing obligations for this site are summarized below. Further details are found in a subsequent section titled Closure Conditions.

1. Groundwater contamination is present above ch. NR 140 enforcement standards.
2. Residual soil contamination exists that must be properly managed should it be excavated or removed.
3. Before the land use may be changed from the current commercial zoning, additional environmental work may be necessary.
4. This property may not be used or developed for a residential, agricultural or other non-commercial use, unless prior written approval has been obtained from the DNR.
5. Pavement must be maintained over the remaining contaminated soil and the state must approve any changes to this pavement.
6. Pavement maintenance plan and inspection log are to be kept up-to-date and on-site
7. Remaining soil contamination could result in vapor intrusion if future construction activities occur in the southeast service door area. If new building construction is planned in the southeast service door area, an assessment must be made of whether the closure is still protective or whether building control technologies are appropriate.

GIS Registry

This site will be listed on the Remediation and Redevelopment Program's internet accessible GIS Registry, to provide notice of residual contamination and of any continuing obligations. This letter and information that was submitted with your closure request application, including the maintenance plan, will be included on the GIS Registry in a PDF attachment. To review the site on the GIS Registry web page, visit the RR Sites Map page at <http://dnr.wi.gov/org/aw/rr/gis/index.htm>. All site information is also on file at the DNR Oshkosh Service Center located at 625 E. County Road Y, Oshkosh, WI.

[NOTE: If you intend to construct a new well, or reconstruct an existing well, you'll need prior DNR approval, in accordance with s. NR 812.09(4) (w), Wis. Adm. Code. To obtain approval, complete and submit Form 3300-254 to the DNR Drinking and Groundwater program's regional water supply specialist. This form can be obtained on-line at <http://dnr.wi.gov/org/water/dwg/3300254.pdf> or at the web address listed below for the GIS Registry.]

Prohibited Activities

Certain activities are prohibited at your closed site because maintenance of the pavement is intended to prevent contact with any remaining contamination. When pavement is required, the condition of closure requires notification of the DNR before making a change, in order to determine if further action is needed to maintain the protectiveness of the remedy employed. The following activities are prohibited on any portion of the property where pavement is required as shown on the attached map, unless prior written approval has been obtained from the DNR:

- removal of the existing pavement;
- replacement with another pavement;
- excavating or grading of the land surface;
- filling on paved areas;
- construction or placement of a foundation or other structure requiring excavation;
- changing the use or occupancy of the property to certain uses, such as single or multiple-family residences, a day care, senior center, hospital, or for a similar sensitive population.

Closure Conditions

Compliance with the requirements of this letter is a responsibility to which the current property owner and any subsequent property owners must adhere. If these requirements are not followed, the DNR may take enforcement action under s. 292.11, Wisconsin Statutes to ensure compliance with the specified requirements, limitations or other conditions related to the property. If additional information regarding site conditions indicates that contamination on or from the site poses a threat to public health, safety, welfare, or the environment, this case may be reopened pursuant to s. NR 726.09, Wis. Adm. Code.

DNR staff will conduct periodic inspections to ensure that the conditions included in this letter and the attached maintenance plans are met.

1. Residual Groundwater Contamination (ch. NR 140, Wis. Adm. Code)

Groundwater contamination, greater than enforcement standards, is present both on this contaminated property and off this contaminated property, as shown on the **attached map**. Affected property owners were notified of the presence of groundwater contamination. DNR approval prior to well construction or reconstruction is required for all sites with residual contamination, shown on the GIS Registry.

2. Residual Soil Contamination (ch. NR 718, or ch. 289, Stats.; chs. 500 to 536, Wis. Adm. Code)

Residual soil contamination remains at depth (near soil boring B-5) indicated on the **attached map**. If soil, in the specific locations described above, is excavated in the future, the property owner at the time of excavation must sample and analyze the excavated soil to determine if contamination remains. If sampling confirms that contamination is present the property owner at the time of excavation will need to determine whether the material is considered solid or hazardous waste and ensure that any storage, treatment or disposal is in compliance with applicable standards and rules. In addition, all current and future owners and occupants of the property need to be aware that excavation of the contaminated soil may pose an inhalation or other direct contact hazard and as a result special precautions may need to be taken to prevent a direct contact health threat to humans.

3. Industrial Soil Standards (s. NR 726.05(8)(b)1., Wis. Adm. Code)

Residual soil contamination remains at depth (near soil boring B-5), as shown on the attached map. Samples contained PCE exceeded NR 720.11, Table 2 non-industrial soil standards, but met NR 720.11, Table 2 industrial standards.

This property may not be used or developed for a residential, agricultural or other non-commercial use, unless prior written approval has been obtained from the DNR. An investigation and remedial action to meet applicable residual soil cleanup standards may be required at that time.

4. Land Use

This property may not be used or redeveloped for residential use, unless prior written approval has been obtained from the DNR. An investigation and remedial action to meet applicable residential soil cleanup standards may be required at that time.

5. Cover or Barrier (s. 292.12(2)(a), Wis. Stats)

The pavement that exists in the location shown on the attached map shall be maintained in compliance with the attached maintenance plan in order to minimize the infiltration of water and prevent additional groundwater contamination that would violate the groundwater quality standards in ch. NR 140, Wis. Adm. Code.

Pavement for certain types of commercial land uses may not be protective if use of the property were to change such that a residential exposure would apply. This may include, but is not limited to single or multiple family residences, a school, day care, senior center, hospital or similar settings. Before using the property for such purposes, you must notify the DNR to determine if additional response actions are warranted.

November 11, 2011

A request may be made to modify or replace the pavement. The replacement or modified pavement must be protective of the revised use of the property, and must be approved in writing by the DNR prior to implementation.

6. Cap Maintenance Plan

The pavement that exists in the location shown on the attached map shall be maintained in compliance with the **attached maintenance plan** in order to minimize the infiltration of water and prevent additional groundwater contamination that would violate the groundwater quality standards in ch. NR 140, Wis. Adm. Code.

The **attached maintenance plan and inspection log** are to be kept up-to-date and on-site. Submit the inspection log to the DNR only upon request.

7. Vapor Evaluation

Vapor intrusion is the movement of vapors coming from volatile chemicals in the soil or groundwater, into buildings where people may breathe air contaminated by the vapors.

Depending on site-specific conditions, construction over contaminated materials may result in vapor migration of contaminants into enclosed structures or migration along newly placed underground utility lines. The potential for vapor inhalation and means of mitigation should be evaluated when planning any future redevelopment, and measures should be taken to ensure the continued protection of public health, safety, welfare and the environment at the site.

Dry cleaning related compounds (i.e. PCE) remain in soil and groundwater at the site, as shown on the **attached map**, at levels that may be of concern for vapor intrusion in the future, depending on future construction and/or non-commercial occupancy of a building. Currently the source area is paved, which acts as a cap for groundwater protection. Investigation activities have documented there are no current vapor risks. Before a building is constructed on the source area in the future, the property owner must notify the DNR and assess whether the closure conditions are still protective or whether building control technologies are warranted.

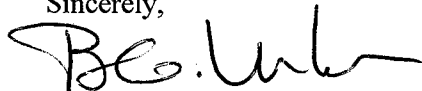
CONCLUSION

The following DNR fact sheet, "Continuing Obligations for Environmental Protection", RR-819, was included with this letter, to help explain a property owner's responsibility for continuing obligations on their property. If the fact sheet is lost, you may obtain a copy at <http://dnr.wi.gov/org/aw/rr/archives/pubs/RR819.pdf>.

Please be aware that the case may be reopened pursuant to s. NR 726.09, Wis. Adm. Code, if additional information regarding site conditions indicates that contamination on or from the site poses a threat to public health, safety, or welfare or to the environment.

The DNR appreciates your efforts to restore the environment at this site. If you have any questions regarding this closure decision or anything outlined in this letter, please contact Christine Lilek at (920) 892-8756, extension 3025.

Sincerely,



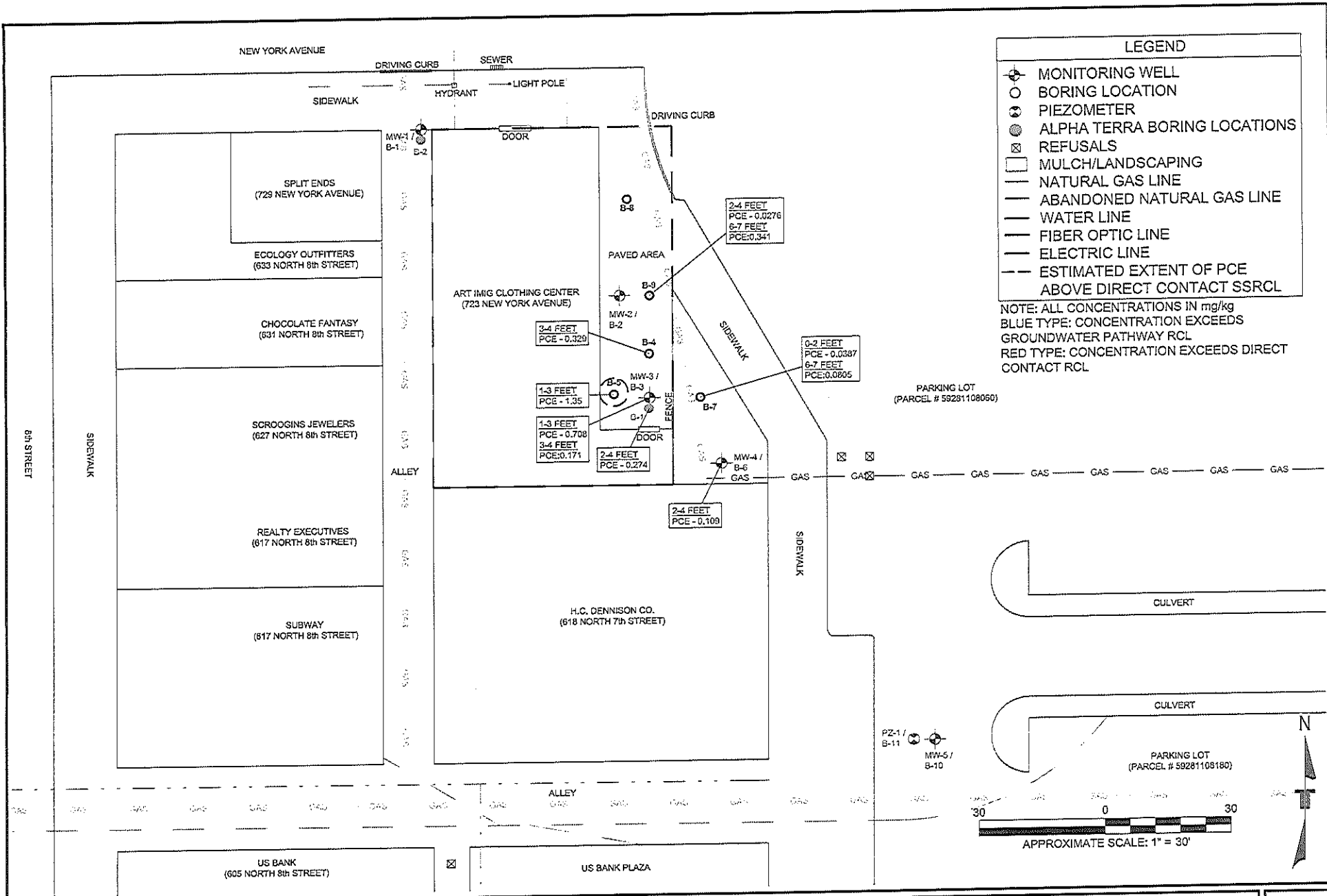
Bruce G. Urben
Air & Waste Leader
Northeast Region

November 11, 2011

Cc: NER Case File
William Bittner - City of Sheboygan, 2026 New Jersey Ave, Sheboygan, WI 53081 (Off-Site Owner)
Konrad and Mary Testwuide, 1236 Riverview Dr, Sheboygan, WI 53083 (Off-Site Owner)
Blaine Schroyer – Terracon (electronic copy)
Michelle Williams – Reinhart Boerner Van Deuren S.C. (electronic copy)
Catherine Burrow – WDNR, Madison (electronic copy)

Attachments:

- Soil and groundwater contamination map
- Cap maintenance plan and log
- RR – 819



LEGEND	
	MONITORING WELL
	BORING LOCATION
	PIEZOMETER
	ALPHA TERRA BORING LOCATIONS
	REFUSALS
	MULCH/LANDSCAPING
	NATURAL GAS LINE
	ABANDONED NATURAL GAS LINE
	WATER LINE
	FIBER OPTIC LINE
	ELECTRIC LINE
	ESTIMATED EXTENT OF PCE ABOVE DIRECT CONTACT SSRCL

NOTE: ALL CONCENTRATIONS IN mg/kg
 BLUE TYPE: CONCENTRATION EXCEEDS GROUNDWATER PATHWAY RCL
 RED TYPE: CONCENTRATION EXCEEDS DIRECT CONTACT RCL

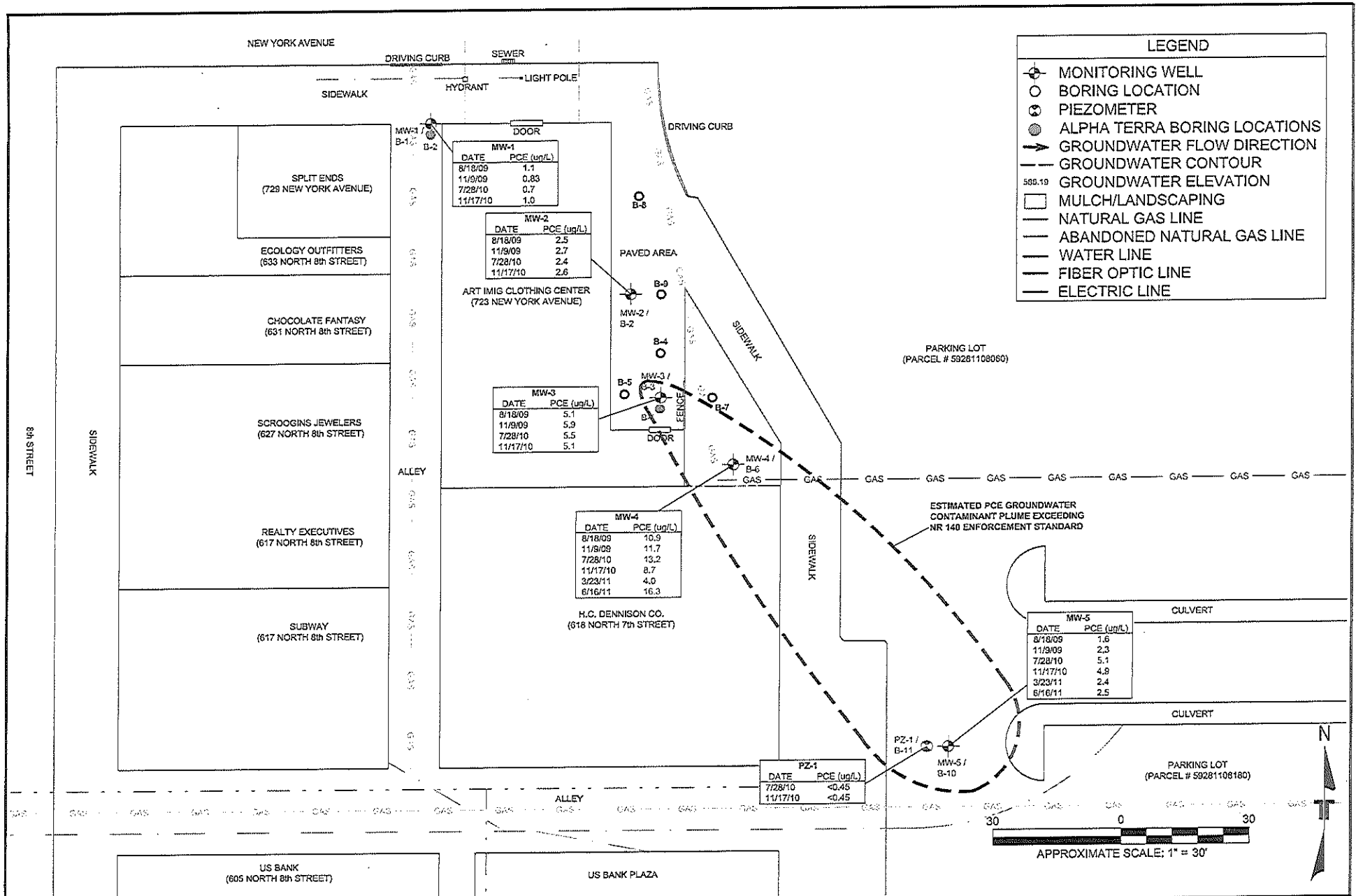
Project Mngt:	RNR
Drawn By:	AGC
Checked By:	RNR
Approved By:	DGJ

Project No.	58097012
Scale:	AS SHOWN
File No.	58097012 SD2
Date:	1/3/11

Terracon
 Consulting Engineers and Scientists
 9856 SOUTH 57th STREET MILWAUKEE, WI 53202
 PH. (414) 423-0255 FAX. (414) 423-0588

SOIL CONTAMINATE DISTRIBUTION MAP
 ART IMIG CLOTHING CARE CENTER
 723 NEW YORK AVENUE
 SHEBOYGAN WISCONSIN

FIG. No.	9
----------	---



Project Mgr:	ERO	Project No.	58097012
Drawn By:	AGC	Scale:	AS SHOWN
Checked By:	ERO	File No.	58097012 GW
Approved By:	DGJ	Date:	9/9/11

Terracon
 Consulting Engineers and Scientists
 9658 SOUTH 57th STREET MILWAUKEE, WI 53202
 PH. (414) 423-0255 FAX. (414) 423-0583

PCE GROUNDWATER CONTAMINANT DISTRIBUTION MAP

ART IMIG CLOTHING CARE CENTER
 723 NEW YORK AVENUE

SHEBOYGAN WISCONSIN

FIG. No.

3

PAVEMENT COVER AND BUILDING BARRIER MAINTENANCE PLAN

August 26, 2011

Property Located at: Art Imig Clothing Care Center
723 New York Avenue
City of Sheboygan, Sheboygan County, Wisconsin 53081
WDNR BRRTS/Activity #02-60-551912

Legal Description: See property deed included within closure documentation.

Tax Parcel Numbers: #59281108100

Introduction

This document is the Maintenance Plan for a pavement cover and building barrier at the above-referenced property in accordance with the requirements of s. NR 724.13(2), Wisconsin Administrative Code. The maintenance activities relate to the existing building, landscaping and paved surfaces occupying the area over the contaminated groundwater plume and soil on-site.

More site-specific information about this property may be found in:

- The case file in the DNR Plymouth Service Center
- BRRTS on the Web (DNR's internet based data base of contaminated sites): <http://dnr.wi.gov/botw/SetUpBasicSearchForm.do>
- GIS Registry PDF file for further information on the nature and extent of contamination: <http://dnrmaps.wisconsin.gov/imf/imf.jsp?site=brrts2>; and
- The DNR project manager for Sheboygan County (Ms. Christine Lilek).

Description of Contamination

Soil contaminated by tetrachloroethylene (PCE) is located on the southeast portion of the site, underneath a paved area by the southeast loading door. Groundwater contaminated by PCE is located on the southeastern portion of the site, underneath a paved area by the southeast loading door and partially underneath the southeastern portion of the building. The extent of the soil and groundwater contamination is shown on the attached Figures 1 and 2.

Description of the Barrier to be Maintained

The cover consists of the existing asphalt pavement and concrete building foundation on the site lying over the delineated contamination. The locations of residual impacted soil and groundwater and the cap area to be maintained under this agreement are located as shown on the attached Figures 1 and 2. The groundwater contamination plume extends under the adjoining property to the east, which is owned and maintained by the City of Sheboygan.

Cover and Building Barrier Purpose

The paved surfaces and building over the contaminated groundwater plume and soil serve as a barrier to prevent direct human contact with residual soil contamination that might otherwise pose a threat to human health. They also act as a partial infiltration barrier. Based on the current and future use of the property, the barrier should function as intended unless disturbed.

Annual Inspection

The paved surfaces and building overlying the contaminated groundwater plume and soil, as depicted in Figures 1 and 2, will be inspected once a year, normally in the spring after all snow and ice is gone, for deterioration, cracks and other potential problems that can cause additional infiltration into underlying soils. The inspections will be performed by the property owner or their designated representative. The inspections will be performed to evaluate damage due to settling, exposure to the weather, wear from traffic, increasing age and other factors. Any area where soils have become or are likely to become exposed and where infiltration from the surface will not be effectively minimized will be documented.

A log of the inspections and any repairs will be maintained by the property owner and is included as Exhibit A, Cap Inspection Log. The log will include recommendations for necessary repair of any areas where underlying soils are exposed and where infiltration from the surface will not be effectively minimized. Once repairs are completed, they will be documented in the inspection log. A copy of the inspection log will be kept at the address of the property owner and available for submittal or inspection by Wisconsin Department of Natural Resources ("WDNR") representatives upon their request.

Maintenance Activities

If problems are noted during the annual inspections or at any other time during the year, repairs will be scheduled as soon as practical. Repairs can include patching and filling or larger resurfacing or construction operations. In the event that necessary maintenance activities expose the underlying soil, the owner must inform maintenance workers of the direct contact exposure hazard and provide them with appropriate personal protection equipment ("PPE"). The owner must also sample any soil that is excavated from the site prior to disposal to ascertain if contamination remains. The soil must be treated, stored and disposed of by the owner in accordance with applicable local, state and federal law.

In the event the paved surfaces and building in the area of the barrier (as shown on Figures 1 and 2) are removed or replaced, the replacement barrier must be equally impervious. Any replacement barrier will be subject to the same maintenance and inspection guidelines as outlined in this Maintenance Plan unless indicated otherwise by the WDNR or its successor.

The property owner, in order to maintain the integrity of the paved surfaces, the landscaped areas and building, will maintain a copy of this Maintenance Plan on-site and make it available to all interested parties (i.e. on-site employees, contractors, future property owners, etc.) for viewing.

Prohibition of Activities and Notification of DNR Prior to Actions Affecting a Cover or Cap

The following activities are prohibited on any portion of the property where paved surfaces, the landscaped areas and building is required as shown on the attached map, unless prior written approval has been obtained from the Wisconsin Department of Natural Resources:

- 1) Removal of the existing barrier
- 2) Replacement with another barrier
- 3) Excavating or grading of the land surface
- 4) Filling on capped or paved areas
- 5) Plowing for agricultural cultivation; or
- 6) Construction or placement of a building or other structure

Amendment or Withdrawal of Maintenance Plan

This Maintenance Plan can be amended or withdrawn by the property owner and its successors with the written approval of WDNR.

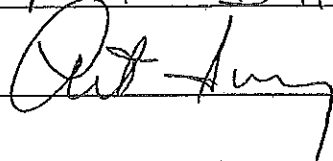
Contact Information (August 2011)

Site Owner and Operator: Art Imig Clothing Care Center
723 New York Avenue
Sheboygan, WI 53081
(920) 459-4180
Contact: Mr. Art Imig

Printed Name: _____

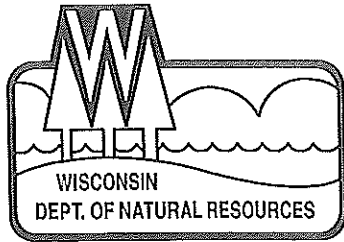
ART Imig

Signature: _____



Consultant: Terracon Consultants Inc.
9856 South 57th Street
Franklin, WI 53132
(414) 423-0255
Contact: Eric R. Olson

WDNR: Wisconsin Department of Natural Resources
Plymouth Service Center
1155 Pilgrim Road
Plymouth, Wisconsin 53073
(920) 892-8756
Contact: Ms. Christine Lilek



State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

Scott Walker, Governor
Cathy Stepp, Secretary
Bruce Urban, Regional Air & Waste Leader

Wisconsin Department of Natural Resources
Plymouth Service Center
1155 Pilgrim Rd
Plymouth, WI 53073
FAX 920-892-6638

September 29, 2011

ART IMIG
ART IMIG CLOTHING CENTER
723 NEW YORK AVE
SHEBOYGAN, WI 53081

Subject: Conditional Closure Decision with Requirements to Achieve Final Closure
ART IMIG CLOTHING CENTER, Sheboygan, Wisconsin
WDNR BRRTS Activity # 02-60-551912

Dear Mr. Imig:

On September 28, 2011, the Northeast Regional Closure Committee reviewed your request for closure of the case described above. The Northeast Regional Closure Committee reviews environmental remediation cases for compliance with state rules and statutes to maintain consistency in the closure of these cases. After careful review of the closure request, the Northeast Regional Closure Committee has determined that the perchloroethene (PCE) contamination identified near the southeast service door from handling dry cleaning solvents or wastes through this door at 723 New York Ave, Sheboygan, Wisconsin appears to have been investigated and remediated to the extent practicable under site conditions. This closure evaluation applies to the area of contamination near the southeast service door. Based on the information provided to the Department, by your consultant, it appears that the PCE contamination is limited to the area near the service door and no additional site investigation activities were performed under the existing building. Your case has been remediated to Department standards in accordance with s. NR 726.05, Wis. Adm. Code and will be closed if the following conditions are satisfied:

MONITORING WELL ABANDONMENT

The monitoring wells at the site must be properly abandoned in accordance with ch. NR 141, Wis. Adm. Code. Documentation of well abandonment must be submitted to Christine F Lilek - Hydrogeologist on Form 3300-005, found at <http://dnr.wi.gov/org/water/dwg/gw/> or provided by the Department of Natural Resources.

PURGE WATER, WASTE AND SOIL PILE REMOVAL

Any remaining purge water, waste and/or soil piles generated as part of site investigation or remediation activities must be removed from the site and disposed of or treated in accordance with Department of Natural Resources' rules. Once that work is completed, please send appropriate documentation regarding the treatment or disposal of the remaining purge water, waste and/or soil piles.

When the above two conditions have been satisfied, please submit the appropriate documentation (for example, well abandonment forms, disposal receipts, copies of correspondence, etc.) to verify that applicable conditions have been met, and your case will be closed. Your site will be listed on the DNR's Remediation and Redevelopment GIS Registry. Information that was submitted with your closure request application will be included on the GIS Registry. To review the site on the GIS Registry web page, visit the RR Sites Map page at: <http://dnr.wi.gov/org/aw/rr/gis/index.htm>.

CONTINUING OBLIGATIONS AND RESPONSIBILITIES

As part of the approval of the closure of this case, you will be responsible for maintaining the following continuing obligations:

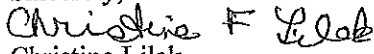
- Impervious cover above the remaining PCE soil and groundwater contamination area. In the final closure approval, you will also be required to conduct annual inspections. Documentation of the inspection will be required to be kept on site.
- Residual soil contamination remains near the southeast service door. If soil in the specific locations described above is excavated in the future, then pursuant to ch. NR 718 or, if applicable, ch. 289, Stats. and chs. 500 to 536, the property owner at the time of excavation must sample and analyze the excavated soil to determine if residual contamination remains. If sampling confirms that contamination is present the property owner at the time of excavation will need to determine whether the material is considered solid or hazardous waste and ensure that any storage, treatment or disposal is in compliance with applicable standards and rules. In addition, all current and future owners and occupants of the property need to be aware that excavation of the contaminated soil may pose an inhalation or other direct contact hazard and as a result special precautions may need to be taken to prevent a direct contact health threat to humans.
- Groundwater impacted by PCE greater than enforcement standards set forth in ch. NR140, Wis. Adm. Code, is present both on this property, and under a small portion of the City of Sheboygan's Park Lot and Konrad and Mary Testwuide's property. DNR approval prior to well construction or reconstruction is required for all sites with residual contamination on the GIS Registry.

OFF-SITE CONTAMINATION LETTERS

An off-site groundwater contamination notification letter was delivered to the City of Sheboygan and Konrad and Mary Testwuide property owners on August 26, 2011.

These notification letters explained that contaminated groundwater above NR 140, Wisconsin Administrative Code Enforcement Standard levels will be listed on the Department of Natural Resources' geographic information system (GIS) Registry of Closed Remediation Sites and that if they or any subsequent property owner wishes to construct or reconstruct a well on the property, special well construction standards may be necessary to protect the well from residual groundwater contamination and that natural attenuation would be used to complete the cleanup at this site, which will meet the requirements for case closure that are found in Chapter NR 726, Wisconsin Administrative Code.

We appreciate your efforts to restore the environment at this site. If you have any questions regarding this letter, please contact Christine Lilek at (920) 892 – 8756, extension 3025.

Sincerely,

Christine Lilek
Hydrogeologist
Remediation & Redevelopment Program

cc:

Case File – PLY
Blaine Schroyer – Terracon (electronic copy)
Michelle Williams – Reinhart Boerner Van Deuren S.C. (electronic copy)
Catherine Burrow – WDNR, Madison (electronic copy)

Handwritten signature: Howard Becker Registrar

RETURN TO: Robert L. Rohde, Registrar
Neuss & Pates, Grote, Rohde,
807 N. 8th St.
Sheboygan, WI 53081

1979 DEC 28 PM 3 25

Contract, by and between Arthur R. Imig, Robert J. Imig and Carol L. Schmid ("Vendor", whether one or more) and AXE Imig's, Inc., a Wisconsin CORPORATION ("Purchaser", whether one or more). Vendor sells and agrees to convey to Purchaser, upon the prompt and full performance of this contract by Purchaser, the following property, together with the rents, profits, fixtures and other appurtenant interests (all called the "Property"), in Sheboygan County, State of Wisconsin

Tax key No.

The East twenty (20) Feet of Lot Five (5) and the West twenty (20) Feet of Lot four (4), in Block one hundred fifty-two (152) of the City of Sheboygan according to the original plat of said city.

Also the East forty (40) feet of Lot Four (4) in Block one hundred fifty-two (152) in the City of Sheboygan according to the original plat of said city, excepting therefrom the East twenty-three (23) feet of the North eighty-four (84) feet of said Lot four (4).

Also the South thirteen (13) Feet of the North fifty-four (54) feet of Lot number six (6) in Block one hundred fifty-two (152) and the South thirteen (13) feet of the North fifty-four (54) feet of the West forty (40) feet of Lot number five (5) in said Block one hundred fifty-two (152) of the City of Sheboygan according to the original plat of said city. There is also hereby conveyed all rights to any party wall or walls, use of heating apparatus or any other grants, rights, licenses or easements which the party of the first part may now be possessed of in connection with the above described real estate whether such grants, rights, licenses, easements or covenants run with the land or not.

This is not (is) (is not) homestead property.

77-22-2
F.X. M.P.T.
#7882796 N00013.00 JR

Purchaser agrees to purchase the Property, and to pay to Vendor at Sheboygan, Wisconsin the sum of \$234,900.00 in the following manner: \$100.00 at the execution of this Contract, and the balance of \$234,900.00 together with interest from date hereof on such portions as remain from time to time unpaid, at the rate of ten (10%) per cent per annum, until paid in full, as follows: Said principal and interest shall be payable in monthly installments of not less than Two Thousand Sixty-two and 88/100ths (\$2,062.88) Dollars per month commencing on the first day of January, 1980 and payable on the first day of each month thereafter until the entire balance of the purchase price has been paid.

Purchaser, unless excused by Vendor, agrees to pay monthly to Vendor payments sufficient reasonably to anticipate the payment of taxes, special assessments, fire and required insurance premiums. To the extent received by Vendor, Vendor agrees to apply payments to these obligations when due. Such amounts received by the Vendor for payment of taxes, assessments and insurance will be deposited into an escrow fund or trustee account, but shall not bear interest unless otherwise required by law.

Payments shall be applied first to interest on the unpaid balance at the rate specified and then to principal. Any amount may be prepaid without premium or fee upon principal at any time after January 1, 1981.

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 principal, and interest (and in such case accruing interest from month to month shall be treated as unpaid principal) is less than the amount that said indebtedness would have been had the monthly payments been made as first specified above; provided that monthly payments shall be continued in the event of credit of any proceeds of insurance or condemnation, the condemned premises being thereafter excluded herefrom.

Purchaser states that Purchaser is satisfied with the title as shown by the title evidence submitted to Purchaser for examination.

Purchaser agrees to pay the cost of future title evidence. If title evidence is in the form of an abstract, it shall be retained by Vendor until the full purchase price is paid.

Purchaser shall be entitled to take possession of the Property on the date hereof (TO BE USED IN NON-CONSUMER ACT TRANSACTIONS)

Purchaser promises to pay when due all taxes and assessments levied on the Property or upon Vendor's interest in it and to 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 sum of \$FULL INSURABLE VALUE... but Vendor shall not require coverage in an amount more than the balance owed under this Contract. Purchaser shall pay the insurance premiums when due. The policies shall contain the standard clause in favor of the Vendor's interest and, unless Vendor otherwise agrees in writing, the original of all policies covering the Property shall be deposited with Vendor. Purchaser shall promptly give notice of loss to insurance companies and Vendor. Unless Purchaser and Vendor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided the Vendor deems the restoration or repair to be economically feasible.

Purchaser covenants not to commit waste nor allow waste to be committed on the Property, to keep the Property in good tenable condition and repair, to keep the Property free from liens superior to the lien of this Contract, and to comply with all laws, ordinances and regulations affecting the Property.

Vendor agrees that in case the purchase price with interest and other moneys shall be fully paid and all conditions shall be fully performed at the time and in the manner above specified, Vendor will on demand, execute and deliver to the Purchaser, a Warranty Deed, in fee simple, of the Property, free and clear of all liens and encumbrances, except any liens or encumbrances created by the act or default of Purchaser, and except: municipal and zoning... ordinances and recorded easements for public utilities, including recorded building restrictions and restrictions of record, unrecorded easements, violated restrictive covenants, deficiency in quantity of ground, or any matters not of record, which would be disclosed by survey and inspection of the premises, and any portion of the premises laid out, taken, dedicated or used for highway purposes.

Purchaser agrees that time is of the essence and in case of default in the payment of any principal or interest when due, or in the performance of any of the conditions, covenants, or promises of Purchaser, and such default shall continue for a period of SIXTY (60) days, then Vendor may, at Vendor's option, declare the contract at an end, all rights of the Purchaser under this agreement cancelled, and the amounts paid by Purchaser hereunder forfeited, the same to remain Vendor's property as rental of said premises and as liquidated damages for the failure completely to fulfill this agreement; and Vendor shall forthwith and without notice have the right of re-entry; or, at the option of Vendor and without notice to Purchaser, notice being hereby expressly waived, the whole amount of unpaid principal shall be deemed to have become due and payable, in case such option shall be exercised, the unpaid principal and interest together with all sums which may be or have been paid by Vendor as herein authorized with interest on such disbursements at the rate aforesaid shall be collectible in a suit of law, or by foreclosure of this contract in the same manner as if the whole of unpaid principal had been due at the time when any such default occurred, and the indebtedness shall embrace, with unpaid principal and interest, all the sums so disbursed with interest as aforesaid. In case of legal proceedings to enforce any remedy hereunder, whether abated or not, all expenses, including reasonable attorney's fees, shall be added to the principal, become due as incurred, and in case of judgment shall be included therein.

Upon the commencement or during the pendency of any action of foreclosure of this Contract, Purchaser consents to the appointment of a receiver of the Property, including homestead interest, to collect the rents, issues, and profits of the Property, during the pendency of such action, and such rents, issues, and profits when so collected shall be held and applied as the court shall direct.

All terms of this Contract shall be binding upon and inure to the benefits of the heirs, legal representatives, successors and assigns of Vendor and Purchaser. (If not an owner of the Property the spouse of Vendor for a valuable consideration joins herein to release homestead rights in the subject Property and agrees to join in the execution of the deed to be made in fulfillment hereof.)

Dated this 14th day of December, 1979

Arthur R. Imig (Seal)
Arthur R. Imig

ART IMIG'S, INC.

Robert J. Imig (SEAL)
Robert J. Imig
Carol I. Schmid (SEAL)
Carol I. Schmid

By Arthur R. Imig (SEAL)
Arthur R. Imig, President
By Robert J. Imig (SEAL)
Robert J. Imig, Secretary

AUTHENTICATION
Signatures authenticated this 14th day of December 1979
Robert L. Rohde
TITLE: MEMBER STATE BAR OF WISCONSIN
THIS INSTRUMENT WAS DRAFTED BY
Robert L. Rohde
(Signatures may be authenticated or acknowledged. Both are not necessary.)
The use of witnesses is optional.

ACKNOWLEDGMENT
STATE OF WISCONSIN
Sheboygan County.
Personally came before me, this 14th day of December, the above named Arthur R. Imig, President and Robert J. Imig, Secretary of Art Imig's, Inc. and Arthur R. Imig and Robert J. Imig, personally
to me known to be the person who executed the foregoing instrument and acknowledge the same.
Robert L. Rohde
Notary Public Sheboygan County, Wis.
My Commission is permanent. (If not, state expiration date: 10)

DOCUMENT NO.

1146890

STATE BAR OF WISCONSIN FORM 1 -- 1988
WARRANTY DEED

VO: 1041 PAGE 524

THIS SPACE RESERVED FOR RECORDING DATA

REGISTER'S OFFICE
SHEBOYGAN COUNTY, WI

Received for Record the 13th
day of Feb. A.D. 1987
at 3:04 o'clock P.M., and
Recorded in Vol. 1041
of Books on page 524

Robert L. Rohde
Register

RETURN TO ROHDE, Neuses & Dale
607 Plaza 8
Sheboygan, WI 53081

524 FEB 13 PM 3 04

This Deed, made between Arthur R. Imig, Robert J. Imig and Carol I. Schmid

Grantor, and Art Imig's, Inc., a Wisconsin corporation

Witnesseth, That the said Grantor, for a valuable consideration One (\$1.00) Dollar and other good and valuable consideration conveys to Grantee the following described real estate in _____ County, State of Wisconsin:

The East twenty (20) feet of Lot Five (5) and the West twenty (20) feet of Lot Four (4), in Block One Hundred Fifty-two (152) of the City of Sheboygan according to the original plat of said city.

Also the East forty (40) feet of Lot Four (4) in Block One Hundred Fifty-two (152) in the City of Sheboygan according to the original plat of said city, excepting therefrom the East twenty-three (23) feet of the North eighty-four (84) feet of said Lot Four (4).

Also the South thirteen (13) feet of the North fifty-four (54) feet of Lot number six (6) in Block One Hundred Fifty-two (152) and the South thirteen (13) feet of the North fifty-four (54) feet of the West forty (40) feet of Lot number Five (5) in said Block One Hundred Fifty-two (152) of the City of Sheboygan according to the original plat of said city. There is also hereby conveyed all rights to any party wall or walls, use of heating apparatus, or any other grants, right, licenses or easements which the party of the first part may now be possessed of in connection with the above described real estate, whether such grants, rights, licenses, easements or covenants run with the land or not.

This Deed is given in fulfillment and satisfaction of that certain Land Contract between Grantor and Grantee dated December 14, 1979 and recorded on December 28, 1979 at 3:25 P.M. in Volume 874 of Records on pages 186/7 as Document #1051799.

This _____ is _____ homestead property.
(is) (is not)

Together with all and singular the hereditaments and appurtenances therunto belonging;

And Arthur R. Imig, Robert J. Imig and Carol I. Schmid warrants that the title is good, indefeasible in fee simple and free and clear of encumbrances except municipal and zoning ordinances and recorded easements for public utilities, including recorded building restrictions and restrictions of record, unrecorded easements, violated restrictive covenants, deficiency in quantity of ground, or any matters not of record which would be disclosed by survey and inspection of the premises and any portion of the premises and will warrant and defend the same.

Dated this 29th day of December, 1986.

Carol I. Schmid (SEAL)
Carol I. Schmid

Arthur R. Imig (SEAL)
Arthur R. Imig

(SEAL)
Robert J. Imig

(SEAL)
Robert J. Imig

AUTHENTICATION

Signature(s) _____

authenticated this _____ day of _____, 19____.

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not authorized by § 706.00, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY

Robert L. Rohde

(Signatures may be authenticated or acknowledged. Both are not necessary.)

ACKNOWLEDGMENT

STATE OF WISCONSIN

Sheboygan County, Wis.

Personally came before me this 29th day of December, 1986, the above named Arthur R. Imig, Robert J. Imig and Carol I. Schmid

to me known to be the person who executed the foregoing instrument and acknowledge the same.

Robert L. Rohde
ROBERT L. ROHDE

Notary Public, Sheboygan County, Wis.
My Commission is permanent (If not, state expiration date: _____, 19____.)

*Names of persons signing in any capacity should be typed or printed below their signatures.

DOCUMENT NO.
1179886

WARRANTY DEED
STATE OF WISCONSIN - FORM 2

Vol. **1100** PAGE **767**
THIS SPACE RESERVED FOR RECORDING DATA

REGISTER'S OFFICE
SHEBOYGAN COUNTY, WI
Received for Record the 29th
day of Dec A. D. 1988
at 3:46 o'clock P.M., and
Recorded in Vol. 1100
of Record on page 767/9

David J. Davis
Register

DEC 29 3:46 PM '88

This indenture, Made this 29th day of December,
A. D. 1988, between ART. IMIG'S, INC.,
a Corporation duly organized and existing under and by
virtue of the laws of the State of Wisconsin, located at SHEBOYGAN
Wisconsin, party of the first part, and KONRAD C. TESTA
part Y of the second part.

Witnesseth, That the said party of the first part, for and in consideration of the sum
of One (\$1.00) Dollar and other valuable consideration
to it paid by the said part Y of the second part, the receipt whereof is hereby confessed and
acknowledged, has given, granted, bargained, sold, remise, released, aliened, conveyed and con-
firmed, and by these presents does give, grant, bargain, sell, remise, alien, convey, and confirm unto
the said part Y of the second part, his heirs and assigns forever, the following described real estate, situated in
the County of Sheboygan, State of Wisconsin, to-wit:

RETURN TO
RND (GASS)

(See Attached)

TRANSFER
\$ 285.00
FEE
77 5739 800008.00 JR
77 5739 800285.00 TF

(IF NECESSARY, CONTINUE DESCRIPTION ON REVERSE SIDE)

Together with all and singular the hereditaments and appurtenances therunto belonging or in any wise appertaining; and all the
estate, right, title, interest, claim or demand whatsoever, of the said party of the first part, either in law or equity, either in possession or
expectancy of, in and to the above bargained premises, and their hereditaments and appurtenances.

To have and to hold the said premises as above described with the hereditaments and appurtenances, unto the said part Y
of the second part, and to his heirs and assigns FOREVER.

And the said ART. IMIG'S, INC.
party of the first part, for itself and its successors, does covenant, grant, bargain and agree to and with the said part Y of the
second part, his heirs and assigns, that at the time of the sealing and delivery of these presents it is well
seized of the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple,
and that the same are free and clear from all encumbrances whatever, EXCEPT AS STATED ON THE REVERSE SIDE.

and that the above bargained premises in the quiet and peaceable possession of the said part Y of the second part, his
heirs, and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, it will forever WARRANT and
DEPEND.

In Witness Whereof, the said ART. IMIG'S, INC.
party of the first part, has caused these presents to be signed by Arthur R. Imig
its President, and countersigned by Robert J. Imig its Secretary,
at Sheboygan, Wisconsin, and its corporate seal to be hereunto affixed, this
29th day of December, A. D. 1988.

SIGNED AND SEALED IN PRESENCE OF

ART. IMIG'S, INC.
Arthur R. Imig
Corporate Name
President

Arthur R. Imig
COUNTERSIGNED:
Robert J. Imig
Secretary

STATE OF WISCONSIN }
County, Sheboygan } ss. 30th
Personally came before me, this 30th day of December, A. D. 1988,
Arthur R. Imig, President, and Robert J. Imig, Secretary
of the above named Corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such
President and Secretary of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of
said Corporation, by its authority.

THIS INSTRUMENT WAS DRAFTED BY
Attorney David Cass

NOTARY SEAL

David O. Cass
DAVID O. GASS
Notary Public, Sheboygan County, Wis.
My commission (expires) (is) perpetual

(Section 59.51 (1) of the Wisconsin Statutes provides that all instruments to be recorded shall have plainly printed or typewritten thereon
the names of the grantor, grantee, witnesses and notary. Section 59.515 similarly requires that the name of the person who, or govern-
mental agency which, drafted such instrument, shall be printed, typewritten, stamped or written thereon in a legible manner.)

ATTACHMENT TO WARRANTY DEED
BETWEEN ART IMIG'S, INC. and KONRAD C. TESTWUIDE

A part of Lots Four (4) and Five (5), Block One Hundred Fifty-two (152) of the Original Plat of the City of Sheboygan, Wisconsin, and described as:

Beginning at the Southeast corner of said Lot Four (4); thence North Eighty-nine (89°) degrees Fifty-two (52') minutes West Eighty and Eleven Hundredths (80.11') feet along the South line of said Lots Four (4) and Five (5) to the West line of the East Twenty (20.00') feet of said Lot Five (5); thence North Thirty-six and Fifty Hundredths (36.50') feet along said West line; thence South Eighty-nine (89°) degrees Fifty-two (52') minutes East Nineteen and Fifty Hundredths (19.50') feet; thence North Thirty-one (31.00') feet; thence South Eighty-nine (89°) degrees Forty-nine (49') minutes East Twenty and Fifty Hundredths (20.50') feet; thence South One and Eighty Hundredths (1.80') feet; thence South Eighty-nine (89°) degrees Forty-nine (49') minutes East Seventeen and Eleven Hundredths (17.11') feet; thence North Two and Thirty Hundredths (2.30') feet; thence South Eighty-nine (89°) degrees Forty-nine (49') minutes East Twenty-three (23.00') feet to the East line of said Lot Four (4), thence South Sixty-seven and Ninety-three Hundredths (67.93') feet along said East line to the point of beginning (hereinafter "the premises").

The conveyance of Grantor's right, title and interest in and to the premises is subject to the following reservation of easement rights by Art Imig's, Inc.:

- (1) Art Imig's, Inc. reserves an easement in the premises for the purpose of installing and maintaining electrical wiring and/or conduit, which wiring and conduit shall run diagonally generally from the Southeast corner of the premises to the Northwest corner of the premises.
- (2) Art Imig's, Inc. reserves an easement in the premises, including without limitation on and across the roof of the building on the premises, for ingress and egress through the double doors in the south wall of the second story of the building immediately adjacent to the premises. This reservation of easement shall terminate on December 30, 1991, unless earlier terminated by agreement of the parties.
- (3) Art Imig's, Inc. reserves an easement in the premises to service and maintain an air-conditioning unit suspended below the roof and compressor unit located above the roof of the building located on the premises. This reservation of easement shall terminate on December 30, 1991, unless earlier terminated by agreement of the parties.

The above conveyance is also subject to a Common (Party) Wall Agreement dated even date with this Warranty Deed and separately recorded in the Sheboygan County Register of Deeds Office.

Exceptions to Warranty:

Municipal and zoning ordinances, recorded easements and grants, use restrictions, taxes and special assessments, if any, levied as of the first day of January, 1988, and deferred charges for sewer and water main construction and for unpaid sewer and/or water user fees not shown on the tax roll.

This conveyance is also subject to terms and conditions of a Parking Agreement recorded in Volume 960 of Records on pages 415/34; terms and conditions of Urban Renewal Plan recorded in Volume 768 of Records on pages 591/4, amended in Volume 682 of Records on pages 638/9, further amended in Volume 664 of Records on pages 639/62, and further amended in Volume 953 of Records on pages 329/34; terms and conditions of Ordinance recorded in Volume 970 of Records on pages 357/8; and terms and conditions of Party Wall Agreement and Easements to be recorded.

AFFECTED
B
PROPERTY

1442 607

DOCUMENT NO.

WARRANTY DEED
STATE OF WISCONSIN - FORM 2

THIS SPACE RESERVED FOR RECORDING DATA

96
APR 30 19 52

1449431

RECORDED

SHEBOYGAN COUNTY, WI

By *Pauline J. Hovick* Registrar
Book 1442 of
Checks on page 607/10

This indenture, Made this 29th day of April,
A. D. 1996, between Art. Imig's, Inc.,
a Corporation duly organized and existing under and by
virtue of the laws of the State of Wisconsin, located at Sheboygan
Wisconsin, party of the first part, and Konrad C. Testwulde, a married
PERSON
part.Y..... of the second part.

001EH1391 0005 JCF \$10.00
001EH1391 0005 CCRP \$4.00
001EH1391 0005 TF \$105.00

Witnesseth, That the said party of the first part, for and in consideration of the sum
of One dollar (\$1.00) and other valuable consideration
to it paid by the said part Y..... of the second part, the receipt whereof is hereby confessed and
acknowledged, has given, granted, bargained, sold, remised, released, aliened, conveyed and con-
firmed, and by these presents does give, grant, bargain, sell, remise, alien, convey, and confirm unto
the said part Y..... of the second part his..... heirs and assigns forever the following described real estate, situated in
the County of Sheboygan..... State of Wisconsin, to-wit

RETURN TO
David Cass
P.O. BOX 1417
116 W. 1st St.
6th Fl. 2nd Floor
Sheboygan, WI 53081-4176

(See Attached)

TRANSFER
\$105.00
FEE

(IF NECESSARY, CONTINUE DESCRIPTION ON REVERSE SIDE)

Together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining; and all the
estate, right, title, interest, claim or demand whatsoever, of the said party of the first part, either in law or equity, either in possession or
expectancy of, in and to the above bargained premises, and their hereditaments and appurtenances

To have and to hold the said premises as above described with the here limitation and appurtenances, unto the said part Y.....
of the second part, and to his..... heirs and assigns FOREVER.

And the said Art. Imig's, Inc......
party of the first part, for itself and its successors does covenant, grant, bargain and agree to and with the said part Y..... of the
second part, his..... heirs and assigns, that at the time of the executing and delivery of these presents it is well
seized of the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple,
and that the same are free and clear from all encumbrances whatever, except as indicated above and on the
reverse side of this Warranty Deed.

and that the above bargained premises be the quiet and peaceable possession of the said part Y..... of the second part, his
heirs, and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, it will forever WARRANT and
DEFEND.

In Witness Whereof, the said Art. Imig's, Inc......
party of the first part has caused these presents to be signed by Arthur R. Imig.....
its President, and countersigned by Robert J. Imig..... its Secretary,
at Sheboygan..... Wisconsin, and its corporate seal to be hereunto affixed, this
29th day of April, A. D. 1996.....

SIGNED AND SEALED IN PRESENCE OF

ART IMIGS, INC.

Arthur R. Imig
President

Arthur R. Imig
Robert J. Imig
Secretary

STATE OF WISCONSIN
SHEBOYGAN

Personally came before me, this 29th day of April,
Arthur R. Imig.....
of the above named Corporation, to me known to be the person whose name is set forth in the foregoing instrument, and to me known to be such
President and Secretary of said Corporation, and I do hereby certify that the said Arthur R. Imig.....
said Corporation, by its authority.

April, A. D. 1996,
David Cass
Recorder

THIS INSTRUMENT WAS DRAFTED BY
Attorney David Cass

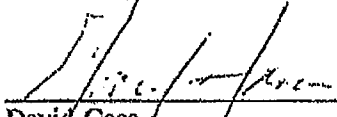
NOTARY
PUBLIC

Notary Public, Sheboygan County, Wis
My commission expires 12/31/96

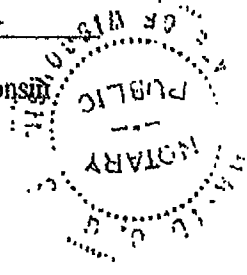
AFFECTED
B
PROPERTY

Vol. 1442 No. 608

Signature of Robert J. Imig authenticated this 29th day of April, 1996.



David Gass
Member State Bar of Wisconsin



**ATTACHMENT TO WARRANTY DEED
BETWEEN ART IMIG'S, INC. and KONRAD C. TESTWUIDE**

THE NORTH 31.00 FEET OF THE SOUTH 66.50 FEET OF THE EAST 20.00 FEET OF LOT 5, BLOCK 152 OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN, WISCONSIN.

The conveyance of Grantor's right, title and interest in and to the premises is subject to the following reservation of easement rights by Art Imig's, Inc.:

- (1) Art Imig's, Inc. reserves an easement in the premises for the purpose of installing and maintaining electrical wiring and/or conduit.
- (2) Art Imig's, Inc. reserves an easement in the premises, including without limitation on and across the roof of the building on the premises, for ingress and egress through the double doors in the south wall of the second story of the building immediately adjacent to the premises.

The above conveyance is also subject to a Common (Party) Wall Agreement dated December 29, 1988, and recorded in the Sheboygan County Register of Deeds Office in Volume 1100 of Records at page 895 as document no. 1179948 and also an Amendment to the above Agreement of even date with this Warranty Deed and separately recorded in the Sheboygan County Register of Deeds Office.

AFFECTED
B
PROPERTY

VOL 1442 PAGE 610

Exceptions to Warranty:

Municipal and zoning ordinances, recorded easements and grants, use restrictions, taxes and special assessments, if any, levied as of the first day of January, 1996, and deferred charges for sewer and water main construction and for unpaid sewer and/or water user fees not shown on the tax roll.

This conveyance is also subject to terms and conditions of a Parking Agreement recorded in Volume 960 of Records on pages 415/34; terms and conditions of Urban Renewal Plan recorded in Volume 768 of Records on pages 591/4, amended in Volume 682 of Records on pages 638/9, further amended in Volume 664 of Records on pages 639/62, and further amended in Volume 953 of Records on pages 329/34; terms and conditions of Ordinance recorded in Volume 970 of Records on pages 357/8; and terms and conditions of Party Wall Agreement and Easements to be recorded.

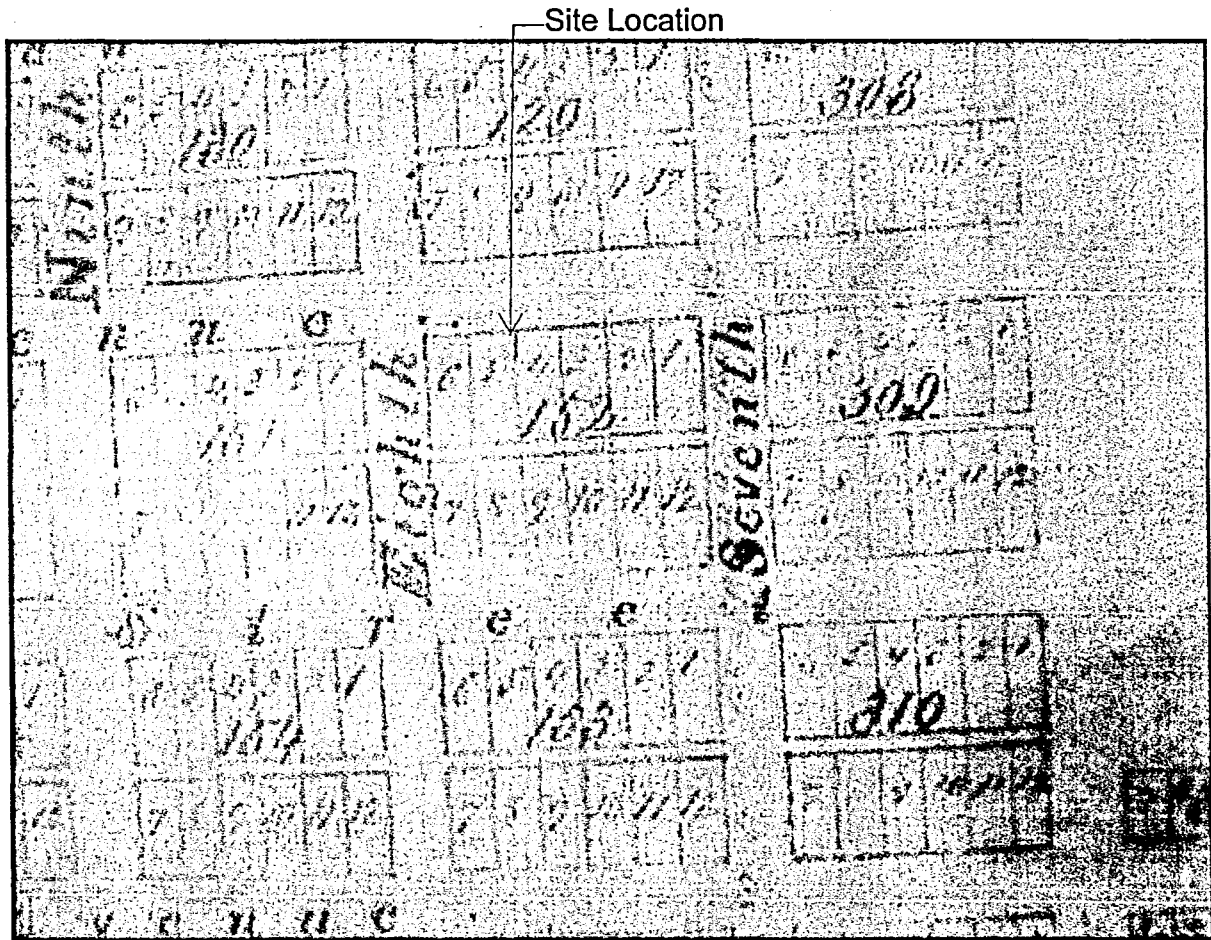


Photo of Plat Map showing location of Lot # 152.

Statement of Accurate Legal Description

To the best of my knowledge, the attached property legal description depicted on the current deed is complete, accurate, and identifies the parcel with soil and groundwater impacted with tetrachloroethylene (PCE), which were identified on the property located at 723 New York Avenue in the City of Sheboygan, Wisconsin, parcel tax key number, 59281108100, referred to as the Property.

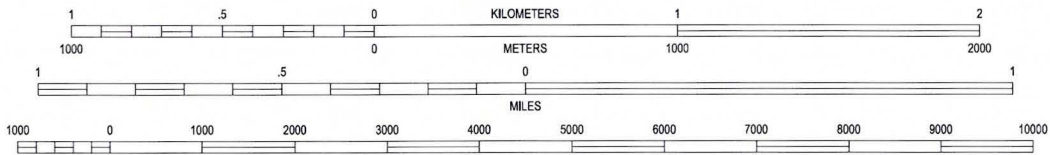
ART IMIG
Printed Name

8/29/11
Date

Art Imig
Signature
Mr. Art Imig



SCALE 1:24 000



CONTOUR INTERVAL 10 FEET
NATIONAL GEODETIC VERTICAL DATUM OF 1929

SHEBOYGAN NORTH QUADRANGLE
WISCONSIN - SHEBOYGAN COUNTY
1954 REVISED 1994
7.5 MINUTE SERIES (TOPOGRAPHIC)

DIAGRAM IS FOR GENERAL LOCATION ONLY AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

Project Mng:	RNR
Drawn By:	AGC
Checked By:	RNR
Approved By:	SAH

Project No.	58097012
Scale:	AS SHOWN
File No.	58097012 SL
Date:	12/30/10

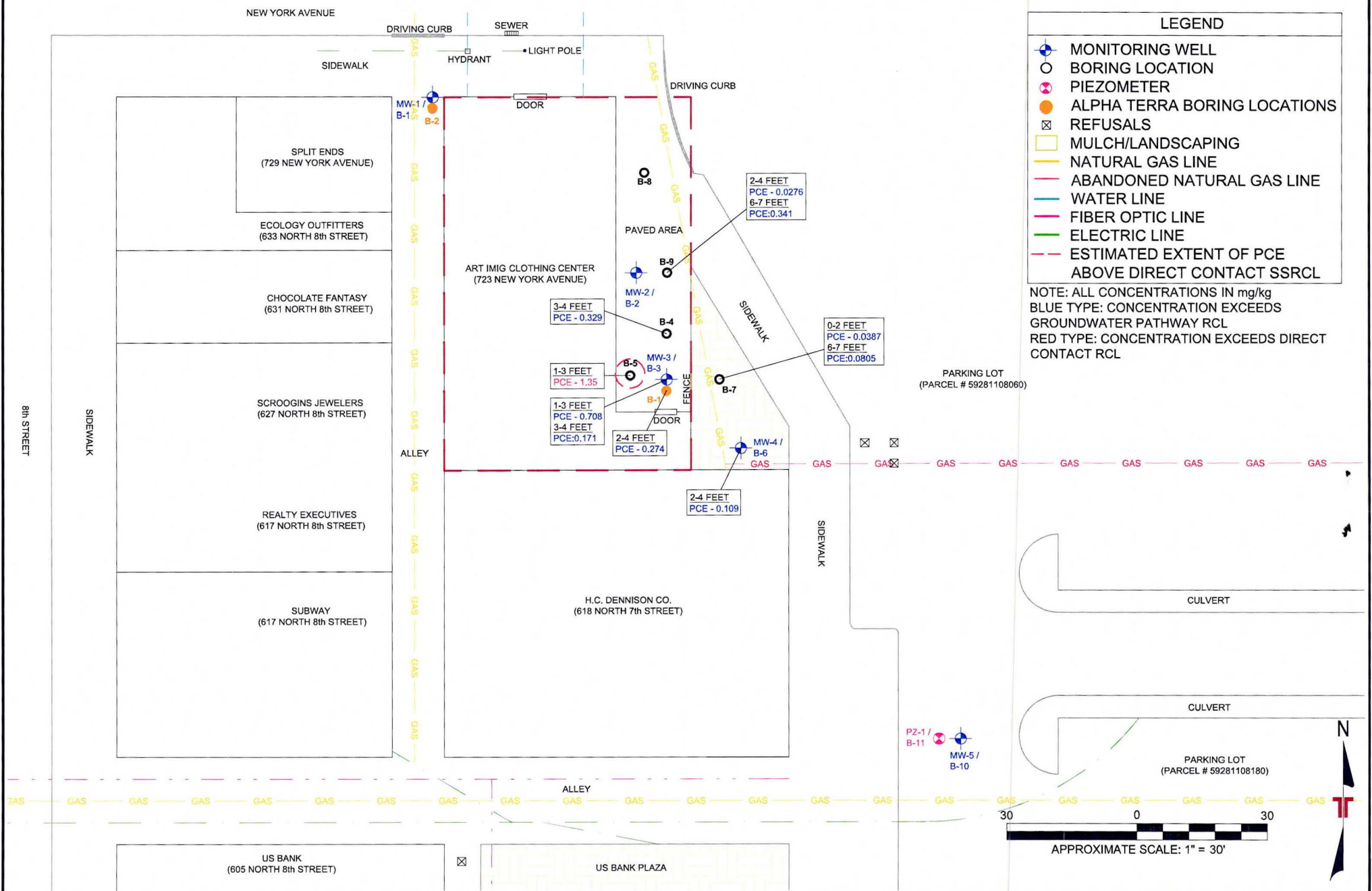
Terracon
Consulting Engineers and Scientists
9856 SOUTH 57th STREET FRANKLIN, WI 53132
PH. (414) 423-0255 FAX. (414) 423-0566

TOPOGRAPHIC MAP

ART IMIG CLOTHING CARE CENTER
723 NEW YORK AVENUE

SHEBOYGAN WISCONSIN

FIGURE	1
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LEGEND	
	MONITORING WELL
	BORING LOCATION
	PIEZOMETER
	ALPHA TERRA BORING LOCATIONS
	REFUSALS
	MULCH/LANDSCAPING
	NATURAL GAS LINE
	ABANDONED NATURAL GAS LINE
	WATER LINE
	FIBER OPTIC LINE
	ELECTRIC LINE
	ESTIMATED EXTENT OF PCE ABOVE DIRECT CONTACT SSRCL

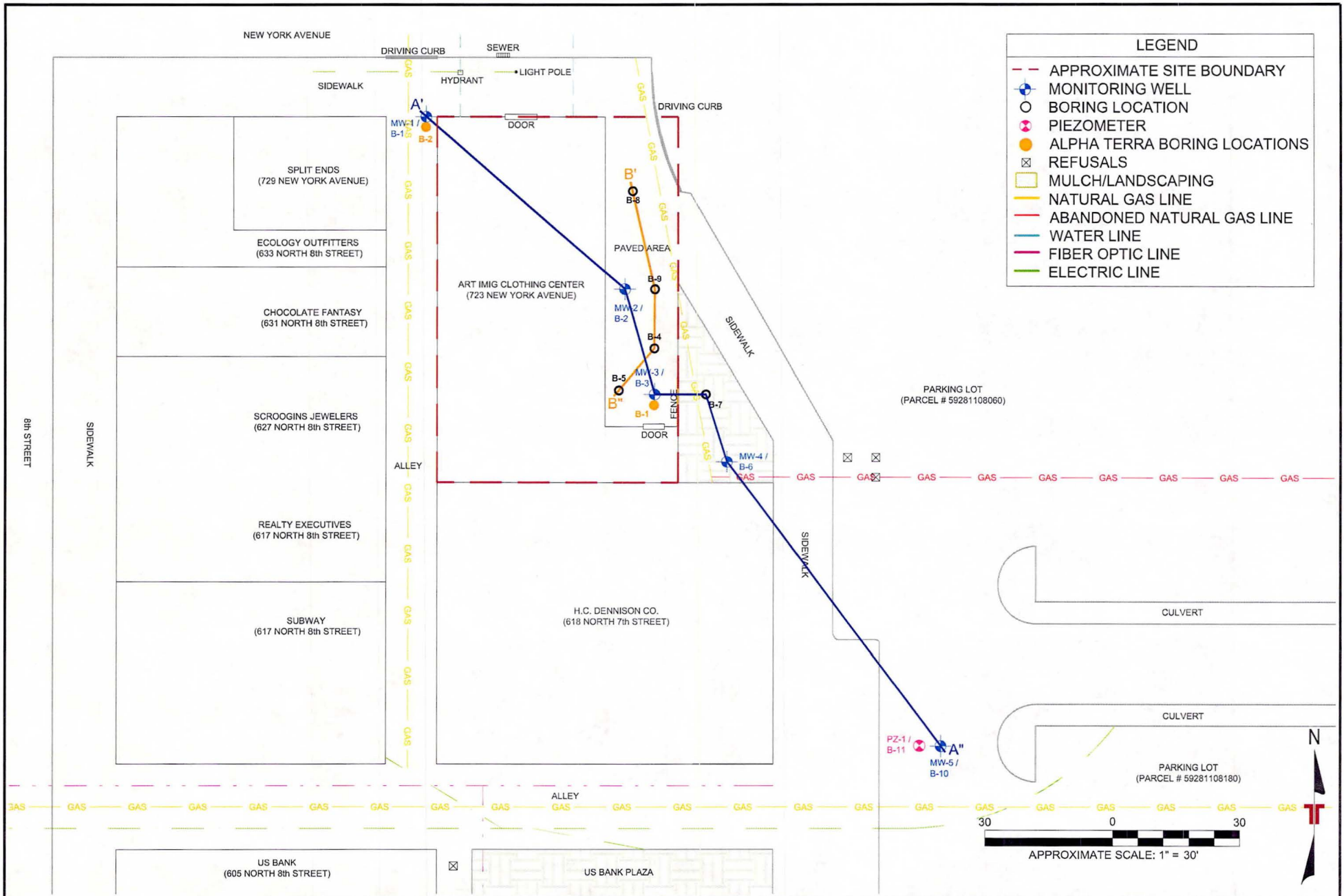
NOTE: ALL CONCENTRATIONS IN mg/kg
 BLUE TYPE: CONCENTRATION EXCEEDS GROUNDWATER PATHWAY RCL
 RED TYPE: CONCENTRATION EXCEEDS DIRECT CONTACT RCL

Project Mngr:	RNR	Project No.	58097012
Drawn By:	AGC	Scale:	AS SHOWN
Checked By:	RNR	File No.	58097012 SD2
Approved By:	DGJ	Date:	1/3/11

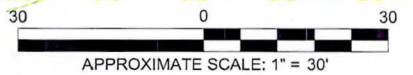
Terracon
 Consulting Engineers and Scientists
 9856 SOUTH 57th STREET MILWAUKEE, WI 53202
 PH. (414) 423-0255 FAX. (414) 423-0586

SOIL CONTAMINATE DISTRIBUTION MAP
 ART IMIG CLOTHING CARE CENTER
 723 NEW YORK AVENUE
 SHEBOYGAN WISCONSIN

FIG. No.
 9



LEGEND	
- - -	APPROXIMATE SITE BOUNDARY
⊕	MONITORING WELL
○	BORING LOCATION
⊗	PIEZOMETER
●	ALPHA TERRA BORING LOCATIONS
⊠	REFUSALS
□	MULCH/LANDSCAPING
—	NATURAL GAS LINE
- - -	ABANDONED NATURAL GAS LINE
—	WATER LINE
—	FIBER OPTIC LINE
—	ELECTRIC LINE



Project Mngr:	RNR	Project No.	58097012
Drawn By:	AGC	Scale:	AS SHOWN
Checked By:	RNR	File No.	58097012 SD2
Approved By:	DGJ	Date:	1/10/11

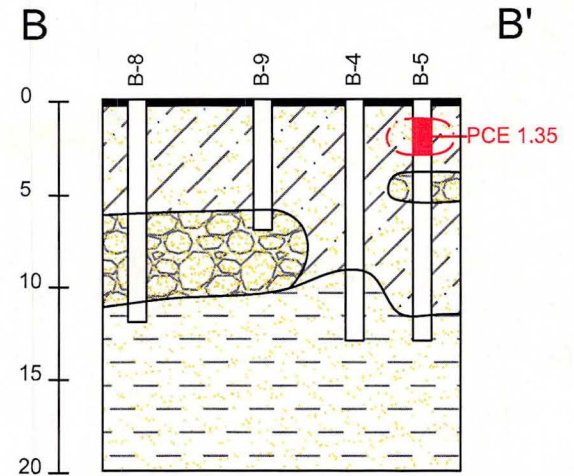
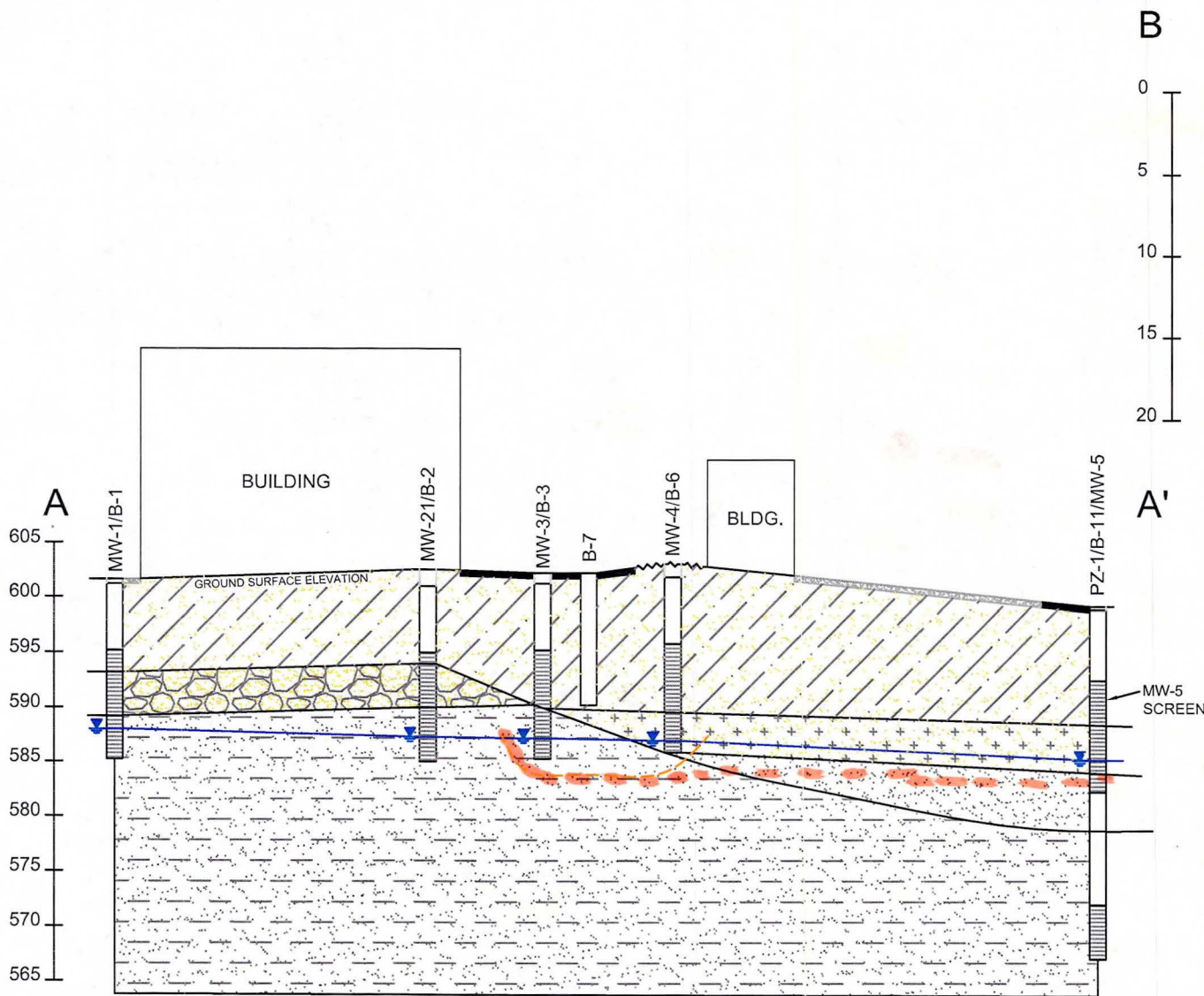
Terracon
 Consulting Engineers and Scientists
 9856 SOUTH 57th STREET MILWAUKEE, WI 53202
 PH. (414) 423-0255 FAX. (414) 423-0566

SITE DIAGRAM

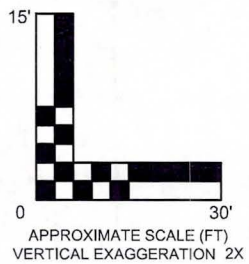
ART IMIG CLOTHING CARE CENTER
 723 NEW YORK AVENUE

WISCONSIN

FIG. No.	2
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LEGEND	
	SOIL CONTAMINATION PLUME
	GROUNDWATER CONTAMINATION PLUME
	PCE 1.35 DIRECT CONTACT RCL EXCEEDANCE
	MULCH
	GROUNDWATER TABLE
	AVERAGE WATER ELEVATION
	ASPHALT PAVEMENT
	CONCRETE PAVEMENT
	FILL: SAND AND GRAVEL/ GRAVELLY SAND
	FILL: SAND/ SILTY SAND/ SAND WITH GRAVEL
	SILT
	CLAYEY SILT/ SILTY CLAY
	SILTY SAND



Project Mngr:	RNR	Project No.	58097012
Drawn By:	JLM (41)	Scale:	AS SHOWN
Checked By:	RNR	File No.	58097012 CS
Approved By:	DGJ	Date:	1/07/2011

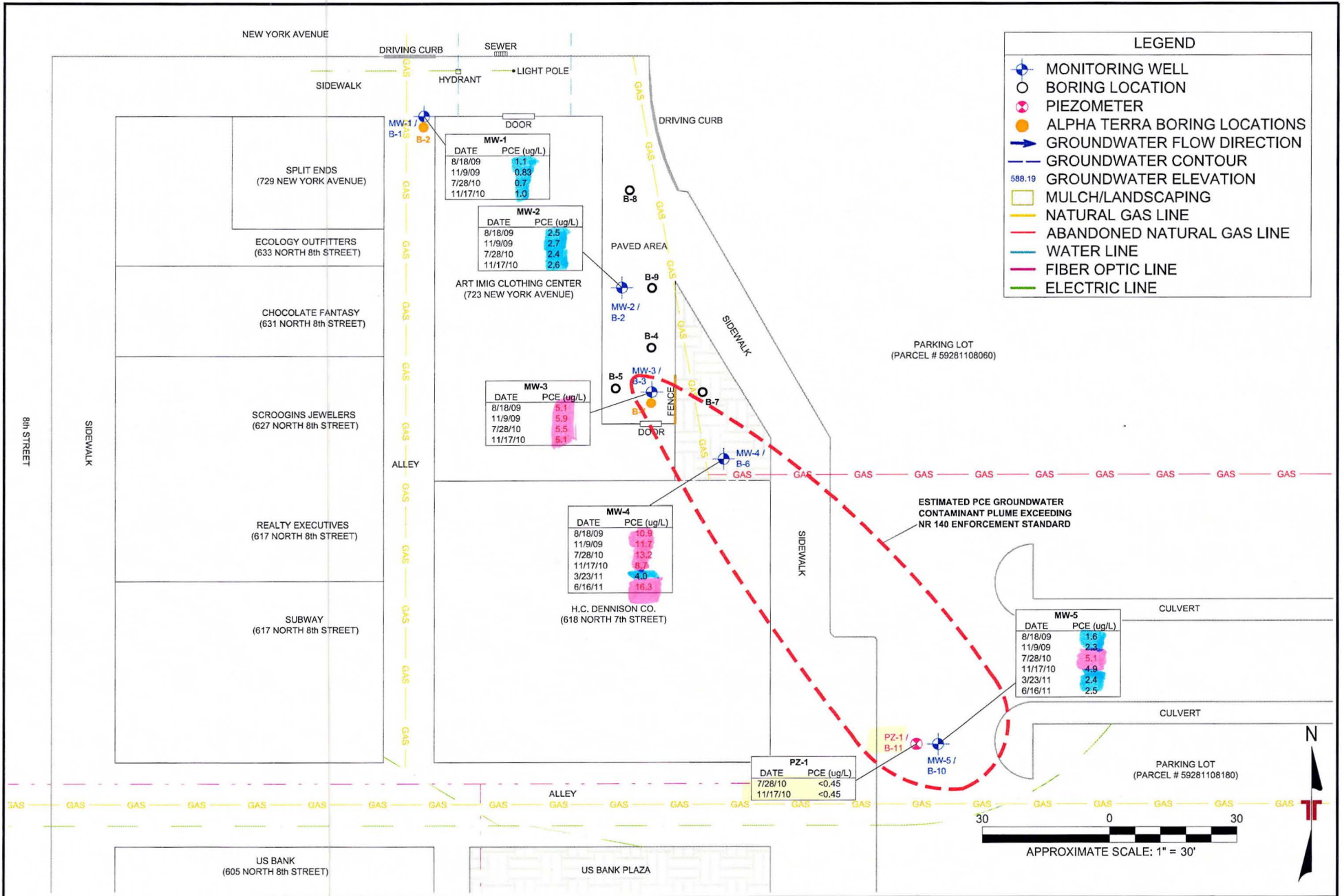
Terracon
Consulting Engineers and Scientists

9856 SOUTH 57th STREET MILWAUKEE, WI 53202
PH. (414) 423-0255 FAX. (414) 423-0566

GEOLOGIC CROSS SECTIONS	
ART IMIG CLOTHING CARE CENTER	
723 NEW YORK AVENUE	
SHEBOYGAN	WISCONSIN

FIG. No.	3
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PCE



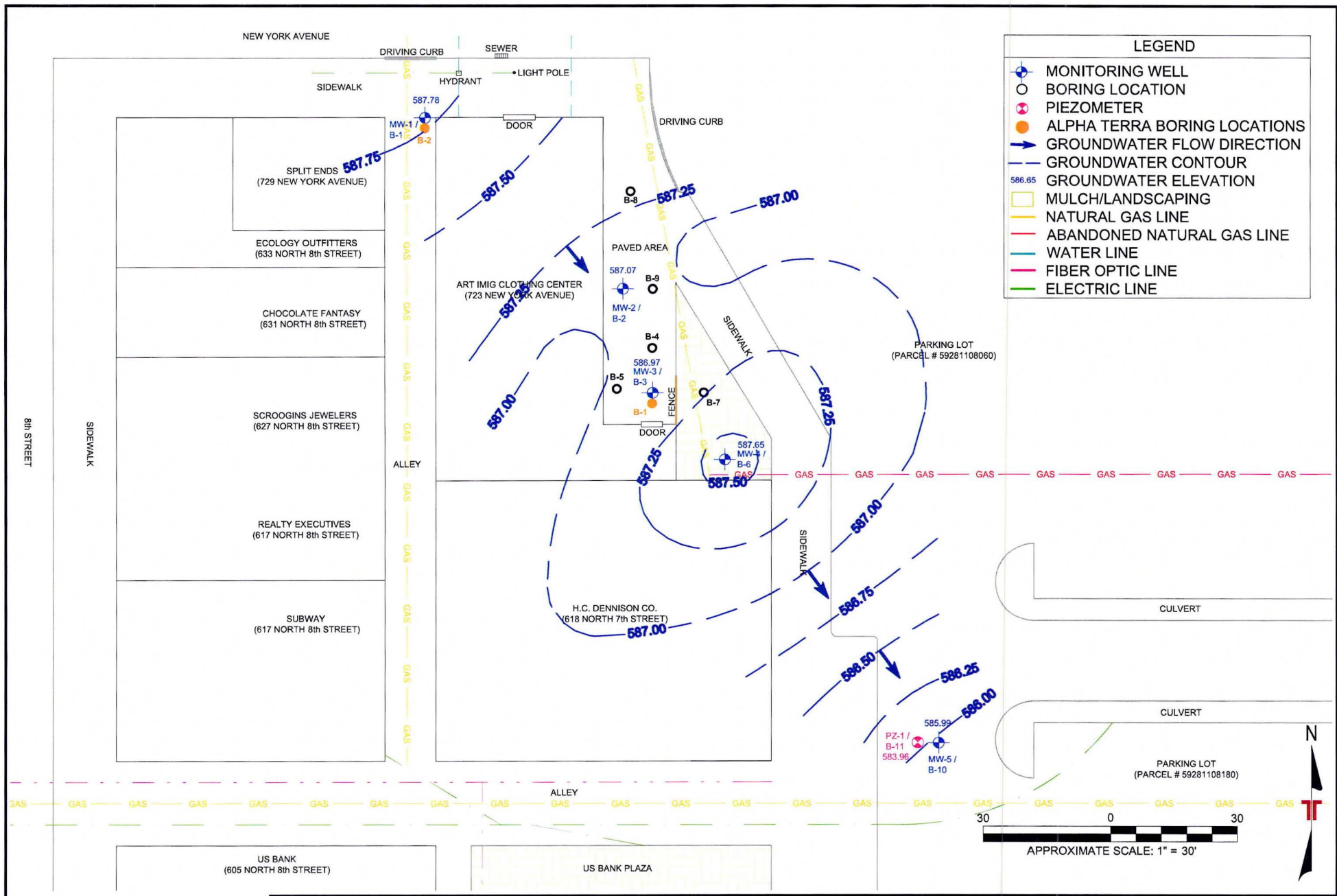
Project Mngr:	ERO	Project No.	58097012
Drawn By:	AGC	Scale:	AS SHOWN
Checked By:	ERO	File No.	58097012 GW
Approved By:	DGJ	Date:	9/9/11

Terracon
 Consulting Engineers and Scientists
 9856 SOUTH 57th STREET MILWAUKEE, WI 53202
 PH. (414) 423-0255 FAX. (414) 423-0566

PCE GROUNDWATER CONTAMINANT DISTRIBUTION MAP

ART IMIG CLOTHING CARE CENTER
 723 NEW YORK AVENUE
 SHEBOYGAN WISCONSIN

FIG. No.
3



LEGEND	
	MONITORING WELL
	BORING LOCATION
	PIEZOMETER
	ALPHA TERRA BORING LOCATIONS
	GROUNDWATER FLOW DIRECTION
	GROUNDWATER CONTOUR
	GROUNDWATER ELEVATION
	MULCH/LANDSCAPING
	NATURAL GAS LINE
	ABANDONED NATURAL GAS LINE
	WATER LINE
	FIBER OPTIC LINE
	ELECTRIC LINE

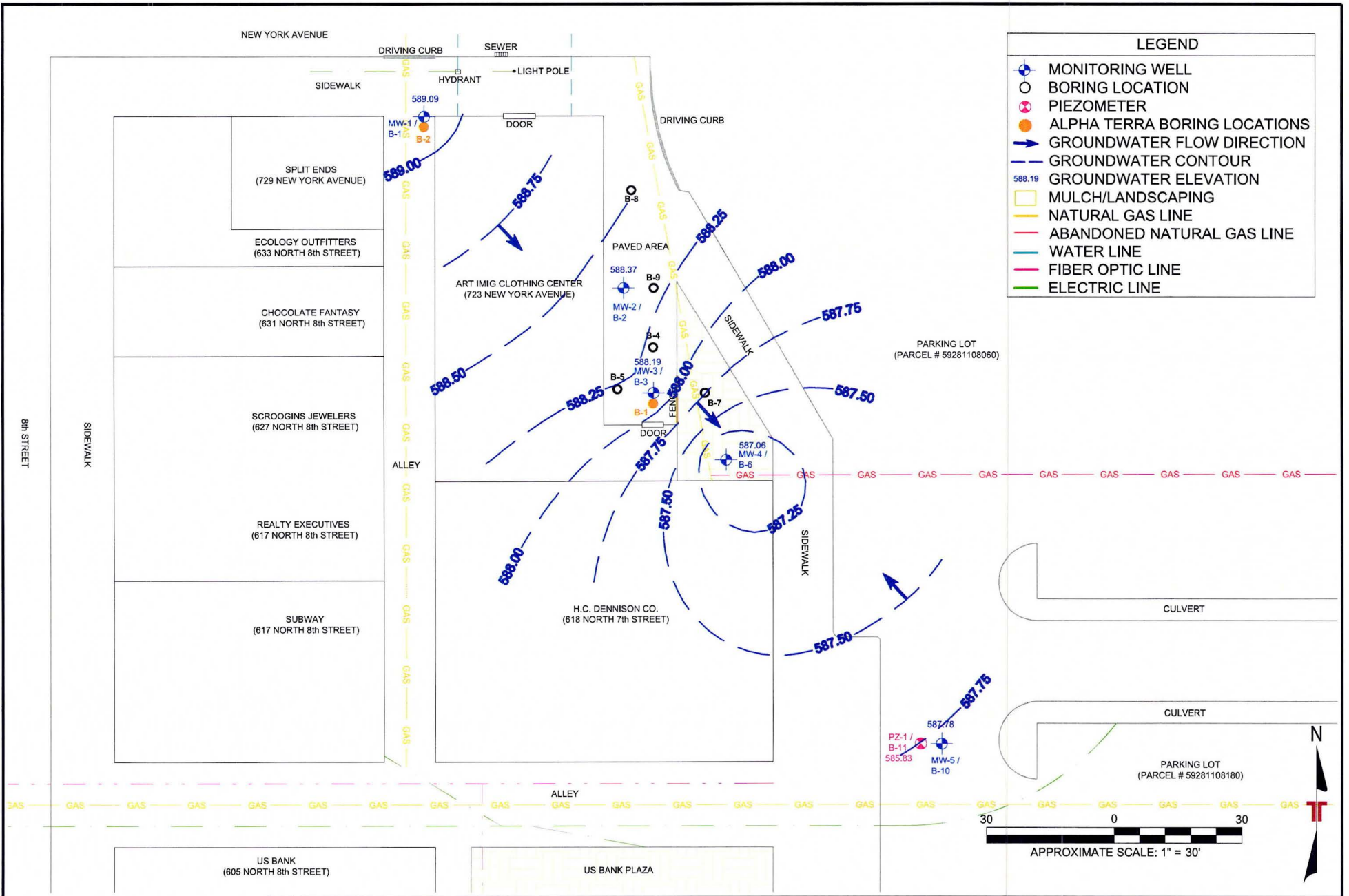
NOTE: THE GROUNDWATER CONTOURS ILLUSTRATED ARE BASED ON INTERPOLATION AND EXTRAPOLATION OF FLUID LEVEL DATA OBTAINED ON THE DATE SPECIFIED. ACTUAL CONDITIONS MAY VARY.

Project Mngr:	RNR	Project No.	58097012
Drawn By:	AGC	Scale:	AS SHOWN
Checked By:	RNR	File No.	58097012 GW
Approved By:	DGJ	Date:	7/25/11

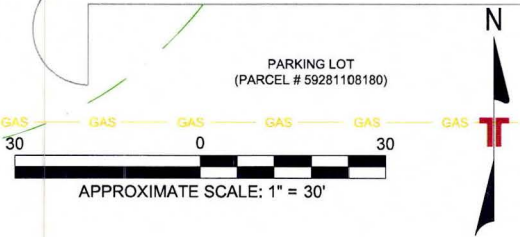
Terracon
 Consulting Engineers and Scientists
 9856 SOUTH 57th STREET MILWAUKEE, WI 53202
 PH. (414) 423-0255 FAX. (414) 423-0566

GROUNDWATER CONTOUR MAP (3/23/2011)
 ART IMIG CLOTHING CARE CENTER
 723 NEW YORK AVENUE
 SHEBOYGAN WISCONSIN

FIG. No.
 2



LEGEND	
	MONITORING WELL
	BORING LOCATION
	PIEZOMETER
	ALPHA TERRA BORING LOCATIONS
	GROUNDWATER FLOW DIRECTION
	GROUNDWATER CONTOUR
	GROUNDWATER ELEVATION
	MULCH/LANDSCAPING
	NATURAL GAS LINE
	ABANDONED NATURAL GAS LINE
	WATER LINE
	FIBER OPTIC LINE
	ELECTRIC LINE



NOTE: THE GROUNDWATER CONTOURS ILLUSTRATED ARE BASED ON INTERPOLATION AND EXTRAPOLATION OF FLUID LEVEL DATA OBTAINED ON THE DATE SPECIFIED. ACTUAL CONDITIONS MAY VARY.

Project Mngr:	RNR	Project No.	58097012
Drawn By:	AGC	Scale:	AS SHOWN
Checked By:	RNR	File No.	58097012 GW
Approved By:	DGJ	Date:	7/21/11

Terracon
 Consulting Engineers and Scientists
 9858 SOUTH 57th STREET MILWAUKEE, WI 53202
 PH. (414) 423-0255 FAX. (414) 423-0566

GROUNDWATER CONTOUR MAP (6/14/2011)
 ART IMIG CLOTHING CARE CENTER
 723 NEW YORK AVENUE
 SHEBOYGAN WISCONSIN

FIG. No.
 3

Table 1
Soil Sample Analytical Summary

Art Imig Clothing Care
723 New York Avenue
Sheboygan, Wisconsin
Terracon Project No. 58097012

Sample ID	Sample Depth (feet)	Sample Date	Volatile Organic Compounds (mg/kg) - Detected VOCs and PCE Degradation Compounds									
			Tetrachloroethene (PCE)	Total Xylenes	Toluene	Naphthalene	1,2,4-Trimethylbenzene	Trichloroethene (TCE)	cis-1,2-Dichloroethene	trans-1,2-Dichloroethene	Vinyl Chloride	sec-Butylbenzene
2008 Alpha Terra Assessment												
B-1	2-4	6/6/2008	0.274	<0.050	<0.025	NT	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025
B-2	2-4	6/6/2008	<0.025	<0.050	<0.025	NT	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025
2009 Investigation												
B-1/MW-1	3-4	7/8/2009	<0.025	<0.075	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025
	9-11	7/8/2009	<0.025	<0.075	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025
B-2/MW-2	3-4	7/8/2009	<0.025	<0.075	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025
	5-7	7/8/2009	<0.025	<0.075	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025
	9-11	7/8/2009	<0.025	<0.075	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025
B-3/MW-3	1-3	7/8/2009	0.708	0.147	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025
	3-4	7/8/2009	0.171	<0.075	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025
	9-11	7/8/2009	<0.025	<0.075	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025
B-4	3-4	7/8/2009	0.329	0.167	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025
	9-11	7/8/2009	<0.025	<0.075	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025
B-5	1-3	7/8/2009	1.35	0.244	0.0467	0.147	0.0570	<0.025	<0.025	<0.025	<0.025	<0.025
	3-4	7/8/2009	<0.025	<0.075	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025
	9-11	7/8/2009	<0.025	<0.075	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025
B-6/MW-4	2-4	7/8/2009	0.109	<0.075	<0.025	0.155	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025
	10-12	7/8/2009	<0.025	<0.075	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025
B-7	0-2	7/8/2009	0.0387	<0.075	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025
	2-4	7/8/2009	0.0805	<0.075	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025
	10-12	7/8/2009	<0.025	<0.075	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025
B-8	2-4	7/8/2009	<0.025	<0.075	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025
	6-8	7/8/2009	<0.025	<0.075	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025
	10-12	7/8/2009	<0.025	<0.075	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025
B-9	2-4	7/8/2009	0.0276	<0.075	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025
	6-7	7/8/2009	0.341	<0.075	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025
B-11/PZ-1	3	6/17/2010	<0.025	<0.075	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025
	12	6/17/2010	<0.10	<0.30	<0.10	<0.10	<0.10	<0.10	<0.10	<0.10	<0.10	0.64
	16	6/17/2010	<0.025	<0.075	<0.025	<0.025	<0.025	<0.025	<25.0	<0.025	<0.025	<0.025
Groundwater Pathway RCL ¹			0.0041	4.1	1.5	0.4	NE	0.0037	0.027	0.049	0.0013	NE
Direct Contact RCL - Non-Industrial ²			1.23	NE	1,250	NE	NE	0.016	156	313	0.0426	NE

Notes:

µg/kg = micrograms per kilogram

NE = standard not established or not calculated

NT = Not Tested

J = concentration is between the Limit of Quantitation and Limit of Detection; therefore concentration is estimated

¹ Generic Residual Contaminant Level (RCL) for Soil to Groundwater pathway per USEPA Soil Screening Level website/WDNR publication RR-682 (12/16/2010), NR 720.09, Wisconsin Administrative Code, and Publication RR-519-97

² Generic RCL for Direct Contact via Ingestion or Inhalation (the more conservative calculation is listed) at Non-Industrial sites per USEPA Soil Screening Level website/WDNR publication RR-682 (12/16/2010)

Bold values indicate compound was detected above the Soil to Groundwater pathway generic RCL, NR 720.09 Table 1 RCL and/or NR 746.06 Table 1 RCL.

Bold and underline values indicate compound was detected above the Direct Contact (via ingestion) RCL - Non-Industrial

Table 2
Groundwater Analytical Data Summary - Volatile Organic Compounds (VOCs)

Art Imig Clothing Care
 723 New York Avenue
 Sheboygan, Wisconsin
 Terracon Project No. 58097012

Sample ID	Sample Date	Tetrachloroethene (PCE) (µg/L)	Trichloroethene (TCE) (µg/L)	cis-1,2-Dichloroethene (µg/L)	trans-1,2-Dichloroethene (µg/L)	Vinyl Chloride (µg/L)	Bromomethane	1,2-Dichloroethane	Chloromethane	Methylene Chloride (µg/L)
2007 Alpha Terra Assessment										
B-1 Dock Door	6/6/2008	6.0	<0.48	<0.83	<0.89	<0.18	-	<0.36	-	<0.43
B-2 NW Corner of Bldg	6/6/2008	<u>0.63</u>	<0.48	<0.83	<0.89	<0.18	-	<0.36	-	<0.43
2009 Investigation -- Monitoring Well Sampling										
MW-1	8/18/2009	<u>1.1</u>	<0.48	<0.83	<0.89	<0.18	<0.91	<0.36	<0.24	<0.43
MW-1	11/9/2009	<u>0.83</u>	<0.48	<0.83	<0.89	<0.18	<0.91	<0.36	<0.24	<0.43
MW-1	7/28/2010	<u>0.7</u>	<0.48	<0.83	<0.89	<0.18	<0.91	<0.36	<0.24	0.46
MW-1	11/17/2010	<u>1.0</u>	<0.48	<0.83	<0.89	<0.18	<0.91	<0.36	<0.24	<0.43
MW-2	8/18/2009	<u>2.5</u>	<0.48	<0.83	<0.89	<0.18	<0.91	<0.36	<0.24	<0.43
MW-2	11/9/2009	<u>2.7</u>	<0.48	<0.83	<0.89	<0.18	<0.91	<0.36	<0.24	<0.43
MW-2	7/28/2010	<u>2.4</u>	<0.48	<0.83	<0.89	<0.18	<0.91	<0.36	<0.24	0.44
MW-2	11/17/2010	<u>2.6</u>	<0.48	<0.83	<0.89	<0.18	<0.91	<0.36	<0.24	<0.43
MW-3	8/18/2009	5.1	<0.48	<0.83	<0.89	<0.18	<0.91	<0.36	<0.24	<0.43
MW-3	11/9/2009	5.9	<0.48	<0.83	<0.89	<0.18	<0.91	<0.36	<0.24	<0.43
MW-3	7/28/2010	5.5	<0.48	<0.83	<0.89	<0.18	<0.91	<0.36	<0.24	<0.43
MW-3	11/17/2010	5.1	<0.48	<0.83	<0.89	<0.18	<0.91	<0.36	<0.24	<0.43
MW-4	8/18/2009	10.9	<0.48	<0.83	<0.89	<0.18	<0.91	<0.36	<0.24	<0.43
MW-4	11/9/2009	11.7	<0.48	<0.83	<0.89	<0.18	<0.91	<0.36	<0.24	<u>0.97</u>
MW-4	7/28/2010	13.2	<0.48	<0.83	<0.89	<0.18	<0.91	<0.36	<0.24	<0.43
MW-4	11/17/2010	8.7	<0.48	<0.83	<0.89	<0.18	<0.91	<0.36	<0.24	<0.43
MW-4	3/23/2011	<u>4.0</u>	<0.48	<0.83	<0.89	<0.18	<0.91	<0.36	<0.24	<0.43
MW-4	6/16/2011	16.3	<0.48	<0.83	<0.89	<0.18	<u>8.6</u>	<0.36	0.29	<0.43
MW-5	7/28/2010	<u>1.6</u>	<0.48	<0.83	<0.89	<0.18	<0.91	<0.36	<0.24	<0.43
MW-5	11/17/2010	<u>2.3</u>	<0.48	<0.83	<0.89	<0.18	<0.91	<0.36	<0.24	<0.43
MW-5	3/23/2011	5.1	<0.48	<0.83	<0.89	<0.18	<0.91	<0.36	0.27	<0.43
MW-5 (Blind Duplicate)	3/23/2011	<u>4.9</u>	<0.48	<0.83	<0.89	<0.18	<0.91	<0.36	0.60	<0.43
MW-5	6/16/2011	<u>2.4</u>	<0.48	<0.83	<0.89	<0.18	<0.91	<0.36	0.60	<0.43
MW-5 (Blind Duplicate)	6/16/2011	<u>2.5</u>	<0.48	<0.83	<0.89	<0.18	<0.91	<0.36	0.60	<0.43
PZ-1	7/28/2010	<0.45	<0.48	<0.83	<0.89	<0.18	<0.91	<u>0.53</u>	<0.24	<0.43
PZ-1	11/17/2010	<0.45	<0.48	<0.83	<0.89	<0.18	<0.91	<u>0.55</u>	<0.24	<0.43
NR 140, WAC, PAL ¹		<u>0.5</u>	<u>0.5</u>	<u>70</u>	<u>100</u>	<u>0.02</u>	<u>1.0</u>	<u>0.5</u>	<u>3.0</u>	<u>0.5</u>
NR 140, WAC, ES ²		5	5	7	20	0.2	10	5	30	5

Notes:

Results expressed in micrograms per liter (µg/L) unless otherwise noted

¹ NR 140, WAC, Preventive Action Limit (PAL)

² NR 140, WAC, Enforcement Standard (ES)

Italicized and underlined values indicate PAL exceedences

Bold values indicate ES exceedences

"-" Concentration was not included on tables submitted by others

* Indicates that the natural attenuation measurements are initial measurements only

Table 4
Groundwater Analytical Data Summary - Natural Attenuation Parameters

Art Imig Clothing Care
 723 New York Avenue
 Sheboygan, Wisconsin
 Terracon Project No. 58097012

Sample ID	Sample Date	Total Organic Carbon (mg/L)	Methane (µg/L)	Ethane (µg/L)	Ethene (µg/L)	Nitrate/Nitrite (mg/L)	Sulfate (mg/L)	Chloride (mg/L)	Dissolved Manganese (µg/L)	Ferrous Iron (mg/L)	Temperature (°C)	pH (s.u.)	Specific Conductance (µS/cm)	Dissolved Oxygen (mg/L)	Oxidation-Reduction Potential (mV)
MW-1	8/18/2009	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	11/9/2009	<1.4	<0.93	<0.32	<0.47	4.7	25.4	1,050	33	0	13.9	7.4	4,400	9.9	301
	7/28/2010	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	11/17/2010	<1.0	<0.93	<0.32	<0.47	4.6	24.6	997	3.6	0	13.9	7.3	4,100	9.2	200
MW-2	8/18/2009	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	11/9/2009	<1.4	<0.93	<0.32	<0.47	10.8	20.3	563	24.5	0	14.6	7.2	2,700	11.3	282
	7/28/2010	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	11/17/2010	<1.0	<0.93	<0.32	<0.47	12.5	24.8	396	18.0	0	14.9	7.3	2,000	7.8	195
MW-3	8/18/2009	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	11/9/2009	<1.4	<0.93	<0.32	<0.47	9.8	24.4	357	75.3	0	14.4	7.2	1,900	10.4	300
	7/28/2010	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	11/17/2010	<1.0	<0.93	<0.32	<0.47	8.1	18.4	427	5.3	0	14.1	7.1	2,000	8.5	186
MW-4	8/18/2009	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	11/9/2009	1.8	<0.93	<0.32	<0.47	0.27	39.2	1,200	52	0	14.1	7.4	5,200	10.0	267
	7/28/2010	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	11/17/2010	-	<0.93	<0.32	<0.47	-	-	-	-	0	13.1	6.9	5,700	8.1	206
	3/23/2011	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	6/14/2011	-	-	-	-	-	-	-	-	-	-	-	-	-	-
MW-5	7/28/2010	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	11/17/2010	1.7	<0.93	<0.32	<0.47	2.3	908	1,230	218	0	14.0	6.8	7,000	3.9	184
	3/23/2011	-	-	-	-	-	-	-	-	0	12.1	6.8	8,200	3.4	175
	6/14/2011	-	-	-	-	-	-	-	-	0	11.6	6.7	8,800	3.1	157
PZ-1	7/28/2010	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	11/17/2010	3.3	2.6	<0.32	<0.47	<0.12	1,480	491	366	-	-	-	-	-	-
Average Background Concentration ¹		<1.2	<1	<1	<1	4.7	25	1,024	18	0	13.9	NA	4,200	9.6	250
Indicative of Reductive Dechlorination		>20	>BG	present	present	<1	<BG	>2x BG	>BG	>BG	NA	NA	>BG	<0.5	<50

Notes:

Results expressed in micrograms per liter (µg/L) unless otherwise noted

¹MW-1 concentrations are considered representative of background conditions (BG)

Bold and underline values are indicative of reductive dechlorination

"-" Not Analyzed

"BG" indicated background concentrations

**Table 3
Groundwater Elevations**

Art Imig Clothing Care
723 New York Avenue
Sheboygan, Wisconsin
Terracon Project No. 58097012

Measured Location	Date	Depth to Groundwater*	Reference Elevation **	Water Table Elevation	Screened Interval
MW-1	8/18/2009	12.84	601.20	588.36	586.2 - 596.2
	11/9/2009	12.39	601.20	588.81	586.2 - 596.2
	7/28/2010	11.70	601.20	589.50	586.2 - 596.2
	11/17/2010	13.21	601.20	587.99	586.2 - 596.2
	3/23/2011	13.42	601.20	587.78	586.2 - 596.2
	6/14/2011	12.11	601.20	589.09	586.2 - 596.2
MW-2	8/18/2009	13.41	601.00	587.59	585.9 - 595.9
	11/9/2009	12.92	601.00	588.08	585.9 - 595.9
	7/28/2010	12.28	601.00	588.72	585.9 - 595.9
	11/17/2010	13.70	601.00	587.30	585.9 - 595.9
	3/23/2011	13.93	601.00	587.07	585.9 - 595.9
	6/14/2011	12.63	601.00	588.37	585.9 - 595.9
MW-3	8/18/2009	13.81	601.26	587.45	586.3 - 596.3
	11/9/2009	13.37	601.26	587.89	586.3 - 596.3
	7/28/2010	12.76	601.26	588.50	586.3 - 596.3
	11/17/2010	14.10	601.26	587.16	586.3 - 596.3
	3/23/2011	14.29	601.26	586.97	586.3 - 596.3
	6/14/2011	13.07	601.26	588.19	586.3 - 596.3
MW-4	8/18/2009	14.63	601.86	587.23	586.9 - 596.9
	11/9/2009	14.20	601.86	587.66	586.9 - 596.9
	7/28/2010	13.64	601.86	588.22	586.9 - 596.9
	11/17/2010	14.92	601.86	586.94	586.9 - 596.9
	3/23/2011	14.21	601.86	587.65	586.9 - 596.9
	6/14/2011	14.80	601.86	587.06	586.9 - 596.9
MW-5	7/28/2010	11.29	598.93	587.64	583.3 593.3
	11/17/2010	12.73	598.93	586.20	583.3 593.3
	3/23/2011	12.94	598.93	585.99	583.3 593.3
	6/14/2011	11.15	598.93	587.78	583.3 593.3
PZ-1	7/28/2010	12.55	598.90	586.35	567.7 572.7
	11/17/2010	14.86	598.90	584.04	567.7 572.7
	3/23/2011	14.94	598.90	583.96	567.7 572.7
	6/14/2011	13.07	598.90	585.83	567.7 572.7

Measurements are in feet.

*Depth to groundwater is measured from the top of the monitoring well riser pipe.

** Top of the PVC well casing referenced to the rim of sewer manhole near the west-central property boundary that was surveyed into NGUD.

Impacted Off-Source Property Information

Form 4400-246 (R 3/08)

This fillable form is intended to provide a list of information that must be submitted for evaluation for case closure. It is to be used in conjunction with Form 4400-202, Case Closure Request (Section H). The closure of a case means that the Department has determined that no further response is required at that time based on the information that has been submitted to the Department.

NOTICE: Completion of this form is mandatory for applications for case closure pursuant to ch. 292, Wis. Stats. and ch. NR 726, Wis. Adm. Code, including cases closed under ch. NR 746 and ch. NR 726. The Department will not consider, or act upon your application, unless all applicable sections are completed on this form and the closure fee and any other applicable fees, required under ch. NR 749, Wis. Adm. Code, Table 1 are included. It is not the Department's intention to use any personally identifiable information from this form for any purpose other than reviewing closure requests and determining the need for additional response action. The Department may provide this information to requesters as required by Wisconsin's Open Records law [ss. 19.31 - 19.39, Wis. Stats.].

BRRTS #:

ACTIVITY NAME:

ID	Off-Source Property Address	Parcel Number	WTM X	WTM Y
<input type="text" value="A"/>	<input type="text" value="Parking Lot (City of Sheboygan)"/>	<input type="text" value="59281108060"/>	<input type="text" value="704198"/>	<input type="text" value="366826"/>
<input type="text" value="B"/>	<input type="text" value="618 N 7th St (Testwuide Trust)"/>	<input type="text" value="59281108105"/>	<input type="text" value="704191"/>	<input type="text" value="366828"/>
<input type="text" value="C"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="D"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="E"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="F"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="G"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="H"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="I"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

OFF-SOURCE
A
PROPERTY

Art Imig's
CLOTHIERS & CLEANERS SINCE 1909

August 26, 2011

Mr. William L. Bittner, P.E.
City of Sheboygan Public Works
2026 New Jersey Avenue
Sheboygan, Wisconsin 53081

795 D Woodlake Road
Kohler, Wisconsin 53044
920-459-4190
www.artimgsclothiers.com

**RE: Notification of Potential Groundwater Contamination
and Geographic Information System (GIS) Registry
Art Imig Clothing Care Center
723 New York Avenue, Sheboygan, Wisconsin 53081
WDNR BRRTS No. 02-60-551912
Terracon Project No. 58097012**

Dear Mr. Bittner:

Groundwater contamination that appears to have originated from the Art Imig Clothing Care Center site located at 723 New York Avenue, Sheboygan, Wisconsin, may have migrated onto the adjacent City of Sheboygan-owned property to the east of the site with a parcel number of 59281108060 (no address listed). The potential exists that levels of tetrachloroethylene (PCE) contamination in the groundwater on the southwestern portion of the City property are above state groundwater enforcements found in Chapter NR 140, Wisconsin Administrative Code. However, the environmental consultants who have investigated this contamination have informed me that this groundwater contaminant plume is stable or receding and will naturally degrade over time. I believe that allowing natural attenuation to complete the cleanup at this site will meet the requirements for case closure that are found in Chapter NR 726, Wisconsin Administrative Code, and I will be requesting that the Wisconsin Department of Natural Resources (WDNR) accept natural attenuation as the final remedy for this site and grant case closure. Closure means that the Department will not be requiring any further investigation or cleanup action to be taken, other than the reliance on natural attenuation.

Since the source of the groundwater contamination is not on your property, neither you nor any subsequent owner of your property will be held responsible for investigation or cleanup of this groundwater contamination, as long as you and any subsequent owners comply with the requirements of Section 292.13, Wisconsin Statutes, including allowing access to your property for environmental investigation or cleanup if access is required. To obtain a copy of the Department of Natural Resources' publication #RR-589, Fact Sheet 10: Guidance for Dealing with Properties Affected by Off-Site Contamination," you may visit

<http://www.dnr.wi.gov/org/aw/rr/archives/pubs/RR589.pdf>.

The Department of Natural Resources will not review my closure request for at least 30 days after the date of this letter. As an affected property owner, you have a right to contact the Department to provide any technical information that you may have that indicates that closure should not be

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PROPERTY

granted for this site. If you would like to submit any information to the Department of Natural Resources that is relevant to this closure request, you should mail that information to:

Ms. Christine Lilek
Hydrogeologist
1155 Pilgrim Road
Plymouth, Wisconsin 53073

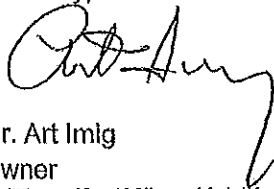
If this case is closed, all properties within the site boundaries where groundwater contamination exceeds chapter NR 140 groundwater enforcement standards will be listed on the Department of Natural Resources' geographic information system (GIS) Registry of Closed Remediation Sites. The information on the GIS Registry includes maps showing the location of properties in Wisconsin where groundwater contamination above Chapter NR 140 enforcement standards was found at the time that the case was closed. This GIS Registry will be available to the general public on the Department of Natural Resources' internet web site. Please review the enclosed legal description of your property, and notify me within the next 30 days if the legal description is incorrect.

Once the Department makes a decision on my closure request, it will be documented in a letter. If the Department grants closure, you may obtain a copy of this letter by requesting a copy from me, by writing to the agency address given above or by accessing the DNR GIS Registry of Closed Remediation Sites on the internet at <http://www.dnr.wi.gov/org/aw/rr/gis/index.htm>. A copy of the closure letter is included as part of the site file on the GIS Registry of Closed Remediation Sites.

Should you or any subsequent property owner wish to construct or reconstruct a well on your property, special well construction standards may be necessary to protect the well from the residual groundwater contamination. Any well driller who proposes to construct a well on your property in the future will first need to obtain approval from a regional water supply specialist in DNR's Drinking Water and Groundwater Program. The well construction application, form 3300-254, is on the Internet at <http://www.dnr.wi.gov/org/water/dwg/3300254.pdf>, or may be accessed through the GIS Registry web address in the preceding paragraph.

If you need more information, you may contact me at Art Imig Clothing Care Center, 723 New York Avenue, Sheboygan, Wisconsin 53081, (920) 459-4180.

Sincerely,



Mr. Art Imig
Owner

Enclosure

OFF-SOURCE
A
PROPERTY

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none">Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired.Print your name and address on the reverse so that we can return the card to you.Attach this card to the back of the mailpiece, or on the front if space permits.	A. Signature <input checked="" type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee <i>x Susan Strysick</i>
1. Article Addressed to: <i>MR. WILLIAM BITNER CITY OF SHEB, PUBLIC WORKS 2026 NEW JERSEY SHEBOYGAN, WI 53081</i>	B. Received by (Printed Name) <i>Susan Strysick</i>
	C. Date of Delivery
2. Article Number (Transfer from serv) <i>7010 3090 0003 5522 3789</i>	D. Is delivery address different from Item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No
	E. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.
	4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes

PS Form 3811, February 2004 Domestic Return Receipt 102695-02-M-1540

OFF-SOURCE
B
PROPERTY

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none">Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired.Print your name and address on the reverse so that we can return the card to you.Attach this card to the back of the mailpiece, or on the front if space permits.	A. Signature <input checked="" type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee <i>x Mary S Testwina</i>
1. Article Addressed to: <i>KONRAD TESTWINA 1236 RIVERVIEW DR, SHEBOYGAN, WI 53083</i>	B. Received by (Printed Name) <i>Mary S Testwina</i>
	C. Date of Delivery <i>8/30/11</i>
2. Article Number (Transfer from service label) <i>7010 3090 0003 5522 3772</i>	D. Is delivery address different from Item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No
	E. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.
	4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes

PS Form 3811, February 2004 Domestic Return Receipt 102695-02-M-1540

DOCUMENT NO.
1108456

VOL 970 PAGE 867

WARRANTY DEED
STATE OF WISCONSIN - FORM 2
THIS SPACE RESERVED FOR RECORDING DATA
REGISTER'S OFFICE
SHEBOYGAN COUNTY, WI
Received for Record the 2nd
day of Nov A.D. 1984
at 3:32 o'clock P.M., and
Recorded in Vol. 970
of Records on page 867.

Darlene J. Novak
Register

RETURN TO
Dept. City Hall
R. French

1984 NOV 2 PM 3 32

This indenture, Made this 2nd day of November
A. D., 1984, between J-J REALTY COMPANY
a Corporation duly organized and existing under and by
virtue of the laws of the State of Wisconsin, located at Sheboygan
Wisconsin, party of the first part, and THE REDEVELOPMENT AUTHORITY
OF SHEBOYGAN, WISCONSIN, a Wisconsin public
corporation
part. Y of the second part.

Witnesseth, That the said party of the first part, for and in consideration of the sum
of \$1.00 and other good & valuable consideration
to it paid by the said part. Y of the second part, the receipt whereof is hereby confessed and
acknowledged, has given, granted, bargained, sold, remised, released, aliened, conveyed and con-
firmed, and by these presents does give, grant, bargain, sell, remise, alien, convey, and confirm unto
the said part. Y of the second part, its heirs and assigns forever, the following described real estate, situated in
the County of Sheboygan, State of Wisconsin, to-wit:

Lot 1, Block 152 of the original plot of the City of Sheboygan
together with any rights based upon encroachment ordinances
as recorded in Volume 775 of Records, page 221, Register of
Deeds, Sheboygan, Wisconsin

F&E
\$ 77.25(2)
EXEMPT

55 2 28877 N00004.00

(IF NECESSARY, CONTINUE DESCRIPTION ON REVERSE SIDE)

Together with all and singular the hereditaments and appurtenances therunto belonging or in any wise appertaining; and all the
estate, right, title, interest, claim or demand whatsoever, of the said party of the first part, either in law or equity, either in possession or
expectancy of, in and to the above bargained premises, and their hereditaments and appurtenances.

To have and to hold the said premises as above described with the hereditaments and appurtenances, unto the said part. Y
of the second part, and to its heirs and assigns FOREVER.

And the said J-J Realty Company
party of the first part, for itself and its successors, does covenant, grant, bargain and agree to and with the said part. Y of the
second part, its heirs and assigns, that at the time of the encasing and delivery of these presents it is well
seized of the premises here described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple,
and that the same are free and clear from all incumbrances whatever, except easements and restrictions of
record, taxes and assessments, zoning laws and government regulations

and that the above bargained premises in the quiet and peaceable possession of the said part. Y of the second part, its
heirs, and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, it will forever WARRANT and
DEMAND.

In Witness Whereof, the said J-J Realty Company
party of the first part, has caused these presents to be signed by Robert Johnson
its President, and countersigned by John Johnson
at Sheboygan, Wisconsin, and its corporate seal to be hereunto affixed, this
2nd day of November, A. D., 1984.

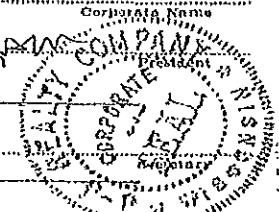
SIGNED AND SEALED IN PRESENCE OF

J-J REALTY COMPANY

Robert Johnson
Robert Johnson
Corporate Name
President

COUNTERSIGNED BY

John Johnson
John Johnson
Secretary



STATE OF WISCONSIN
Sheboygan County } ss.

Personally came before me, this 2nd day of November, A. D., 1984,
Robert Johnson, President, and John Johnson, Secretary
of the above named Corporation, to me known to be the persons who executed the foregoing instrument, and to me known as such
President and Secretary of said Corporation, and acknowledged that they executed the foregoing instrument as such officers of the said
said Corporation, by his authority.

THIS INSTRUMENT WAS DRAFTED BY
George N. Kotsonis, Esquire
NOTARY
PUBLIC

George N. Kotsonis
George N. Kotsonis,
Notary Public, State of Wisconsin
My commission (2820200) (is) permanent

(Section 39.51 (4) of the Wisconsin Statutes provides that all instruments to be recorded shall have plainly printed or typewritten thereon
the name of the grantor, grantee, witness and notary. Section 39.51(5) similarly requires that the name of the person who, or govern-
mental agency which, drafted such instrument, shall be printed, typewritten, stamped or written thereon in a legible manner.)

WARRANTY DEED - By Corporation

STATE OF WISCONSIN
FORM No. 2

Wisconsin Legal Blank Company
Milwaukee, Wis. (Job 82068)

DOCUMENT NO
1108457

STATE BAR OF WISCONSIN FORM 3 - 1982
QUIT CLAIM DEED
VOL **970** PAGE **868**

THIS SPACE RESERVED FOR RECORDING DATA

REGISTER'S OFFICE
SHEBOYGAN COUNTY, WI
Received for Record the **2nd**
day of **Nov** A.D. 19**84**
at **3:32** o'clock **P.M.**, and
Recorded in Vol. **970**
of **Records** on page **868**

Darlene J. Nevis
Register

RETURN TO *Dept. City Devel.*
R. Stenach

NOV 2 PM 3 32

W-T THEATRE CORP., a Wisconsin corporation
quit-claims to THE REDEVELOPMENT AUTHORITY OF
SHEBOYGAN, WISCONSIN, a Wisconsin
public corporation
the following described real estate in Sheboygan County,
State of Wisconsin:

Tax Parcel No:

Lot 1, Block 152 of the original Plot of the City of Sheboygan
together with any rights based upon encroachment ordinances
as recorded in Volume 775 of Records, page 221, Register of
Deeds, Sheboygan, Wisconsin

Including any rights under a lease recorded in Volume 687 of
Records, Pages 162/6, Register of Deeds, Sheboygan, Wisconsin.

FEES
\$ 77.25(a)
EXEMPT

559 2#8877 N00004.00 JR

This is not homestead property.
(is) (is not)
Dated this 2nd day of November, 1984

..... (SEAL)
*
..... (SEAL)
*

W-T THEATRE CORP.
By: *Robert Johnson* (SEAL)
*
By: *John Johnson* (SEAL)
*
WISCONSIN REGISTER OF DEEDS SHEBOYGAN COUNTY

AUTHENTICATION

Signature(s)

authenticated this day of, 19.....

TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, authorized by § 709.06, Wis. Stats.)

ACKNOWLEDGMENT

STATE OF WISCONSIN }
Sheboygan County, } ss.
Personally came before me this 2nd day of
November, 1984, the above named
Robert Johnson, President, and
John Johnson, Secretary, of
W-T Theatre Corp.
to me known to be the person who executed the
foregoing instrument and acknowledged the same.
George N. Kotsonis
* George N. Kotsonis
Notary Public, State of Wisconsin
My Commission is permanent. (If not, state expiration
date:, 19.....)

THIS INSTRUMENT WAS DRAFTED BY
George N. Kotsonis, Esquire
(Signatures may be authenticated or acknowledged. Both
are not necessary.)

OFF-SOURCE
B
PROPERTY

Art Imig's
CLOTHIERS & CLEANERS SINCE 1909

August 26, 2011

Testwuide Trust
Attn: Konrad and/or Mary Testwuide
1236 Riverview Dr
Sheboygan, Wisconsin 53083

795 D Woodlake Road
Kohler, Wisconsin 53044
920-459-4190
www.artimgsclothers.com

**RE: Notification of Potential Groundwater Contamination
and Geographic Information System (GIS) Registry
Art Imig Clothing Care Center
723 New York Avenue, Sheboygan, Wisconsin 53081
WDNR BRRTS No. 02-60-551912
Terracon Project No. 58097012**

Dear Mr. Bittner:

Groundwater contamination that appears to have originated from the Art Imig Clothing Care Center site located at 723 New York Avenue, Sheboygan, Wisconsin, may have migrated onto the adjacent Testwuide Trust-owned property to the south of the site with a parcel number of 59281108105 with a property address of 618 North 7th Street. The potential exists that levels of tetrachloroethylene (PCE) contamination in the groundwater on the far northeastern portion of the Testwuide Trust property are above state groundwater enforcements found in Chapter NR 140, Wisconsin Administrative Code. However, the environmental consultants who have investigated this contamination have informed me that this groundwater contaminant plume is stable or receding and will naturally degrade over time. I believe that allowing natural attenuation to complete the cleanup at this site will meet the requirements for case closure that are found in Chapter NR 726, Wisconsin Administrative Code, and I will be requesting that the Wisconsin Department of Natural Resources (WDNR) accept natural attenuation as the final remedy for this site and grant case closure. Closure means that the Department will not be requiring any further investigation or cleanup action to be taken, other than the reliance on natural attenuation.

Since the source of the groundwater contamination is not on your property, neither you nor any subsequent owner of your property will be held responsible for investigation or cleanup of this groundwater contamination, as long as you and any subsequent owners comply with the requirements of Section 292.13, Wisconsin Statutes, including allowing access to your property for environmental investigation or cleanup if access is required. To obtain a copy of the Department of Natural Resources' publication #RR-589, Fact Sheet 10: Guidance for Dealing with Properties Affected by Off-Site Contamination," you may visit <http://www.dnr.wi.gov/org/law/tr/archives/pubs/RR589.pdf>.

The Department of Natural Resources will not review my closure request for at least 30 days after the date of this letter. As an affected property owner, you have a right to contact the Department to provide any technical information that you may have that indicates that closure should not be

granted for this site. If you would like to submit any information to the Department of Natural Resources that is relevant to this closure request, you should mail that information to:

Ms. Christine Lilek
Hydrogeologist
1155 Pilgrim Road
Plymouth, Wisconsin 53073

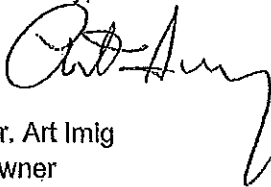
If this case is closed, all properties within the site boundaries where groundwater contamination exceeds chapter NR 140 groundwater enforcement standards will be listed on the Department of Natural Resources' geographic information system (GIS) Registry of Closed Remediation Sites. The information on the GIS Registry includes maps showing the location of properties in Wisconsin where groundwater contamination above Chapter NR 140 enforcement standards was found at the time that the case was closed. This GIS Registry will be available to the general public on the Department of Natural Resources' internet web site. Please review the enclosed legal description of your property, and notify me within the next 30 days if the legal description is incorrect.

Once the Department makes a decision on my closure request, it will be documented in a letter. If the Department grants closure, you may obtain a copy of this letter by requesting a copy from me, by writing to the agency address given above or by accessing the DNR GIS Registry of Closed Remediation Sites on the internet at <http://www.dnr.wi.gov/org/aw/rr/gis/index.htm>. A copy of the closure letter is included as part of the site file on the GIS Registry of Closed Remediation Sites.

Should you or any subsequent property owner wish to construct or reconstruct a well on your property, special well construction standards may be necessary to protect the well from the residual groundwater contamination. Any well driller who proposes to construct a well on your property in the future will first need to obtain approval from a regional water supply specialist in DNR's Drinking Water and Groundwater Program. The well construction application, form 3300-254, is on the Internet at <http://www.dnr.wi.gov/org/water/dwg/3300254.pdf>, or may be accessed through the GIS Registry web address in the preceding paragraph.

If you need more information, you may contact me at Art Imig Clothing Care Center, 723 New York Avenue, Sheboygan, Wisconsin 53081, (920) 459-4180.

Sincerely,



Mr. Art Imig
Owner

Enclosure

OFF-SOURCE
A
PROPERTY

SENDER: COMPLETE THIS SECTION

- Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

MR. WILLIAM BITTNER
CITY OF SHEB.
PUBLIC WORKS
2026 NEW JERSEY
SHEBOYGAN, WI
53081

2. Article Number
(Transfer from serv)

7010 3090 0003 5522 3789

PS Form 3811, February 2004

Domestic Return Receipt

102695-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Susan Strysick

- Agent
 Addressee

B. Received by (Printed Name)

Susan Strysick

C. Date of Delivery

D. Is delivery address different from Item 1? Yes
If YES, enter delivery address below: No

3. Service Type

- Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

OFF-SOURCE
B
PROPERTY

SENDER: COMPLETE THIS SECTION

- Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

KONRAD TESTWIGS
1236 RIVERVIEW DR.
SHEBOYGAN, WI
53083

2. Article Number
(Transfer from service label)

7010 3090 0003 5522 3772

PS Form 3811, February 2004

Domestic Return Receipt

102695-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Mary S Testwigs

- Agent
 Addressee

B. Received by (Printed Name)

Mary S Testwigs 8/30/11

C. Date of Delivery

D. Is delivery address different from Item 1? Yes
If YES, enter delivery address below: No

3. Service Type

- Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

OFF-SOURCE
B
PROPERTY

1901852

SHEBOYGAN COUNTY, WI
RECORDED ON
05/25/2010 03:15PM

ELLEN R. SCHLEICHER
REGISTER OF DEEDS

RECORDING FEE: \$15.00
TRANSFER FEE:
EXEMPTION # 77.25 (16)

STAFF ID 4
TRANS # 150784
OF PAGES: 3

State Bar of Wisconsin Form 1-2003
WARRANTY DEED

Document Number

Document Name

THIS DEED, made between Konrad C. Testwuide a/k/a Konrad C. Testwuide III
and Mary S. Testwuide, husband and wife

("Grantor," whether one or more), and Konrad C. Testwuide and Mary S. Testwuide
Revocable Trust

("Grantee," whether one or more).

Grantor for a valuable consideration, conveys to Grantee the following described real
estate, together with the rents, profits, fixtures and other appurtenant interests, in
Sheboygan County, State of Wisconsin ("Property") (if more space is
needed, please attach addendum):

- SEE ADDENDUM ATTACHED -

Recording Area

Name and Return Address

O'Neil, Cannon, Hollman, DeJong S.C.
Attn: Madonna L. Ravet
111 E. Wisconsin Ave, Suite 1400
Milwaukee, WI 53202

See Addendum Attached

Parcel Identification Number (PIN)

This is not homestead property.
(is) (is not)

Grantor warrants that the title to the Property is good, indefeasible, in fee simple and free and clear of encumbrances except:
municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and
municipal services, recorded building and use restrictions and covenants, general taxes levied in the year of closing.

Dated 6/26, 2009

(SEAL)

*

(SEAL)

*

AUTHENTICATION

Signature(s) _____

authenticated on _____

* _____

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, _____
authorized by Wis. Stat. § 706.06)

THIS INSTRUMENT DRAFTED BY:
Carl D. Holborn, Esq.
O'Neil, Cannon, Hollman, DeJong S.C.

Konrad C Testwuide (SEAL)

* Konrad C. Testwuide a/k/a Konrad C. Testwuide III

Mary S. Testwuide (SEAL)

* Mary S. Testwuide

ACKNOWLEDGMENT

STATE OF WISCONSIN)

_____) ss.
Sheboygan COUNTY)

Personally came before me on June 26, 2009,
the above-named Konrad C. Testwuide a/k/a Konrad C.
Testwuide III and Mary S. Testwuide

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

Jean M. Scroggins

* Jean M. Scroggins
Notary Public, State of Wisconsin

My commission (is permanent) (expires: 8-12-12)

(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATION TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

WARRANTY DEED

©2003 STATE BAR OF WISCONSIN

FORM NO. 1-2003

*Type name below signatures.

INFO-PRO™ Legal Forms • (800)655-2021 • info@proforms.com

OFF-SOURCE
B
PROPERTY

ADDENDUM

Parcel I:

Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of Section Thirty (30), Township Sixteen (16) North, Range Twenty (20) East in the Town of Greenbush, Sheboygan County, Wisconsin.

Tax Key No.: 59002008730

Parcel II:

A part of Government Lot Four (4) of Section Twenty-two (22), Town Sixteen (16) North, Range Twenty-three (23) East, Town of Mosel, Sheboygan County, Wisconsin and being described as: Commencing in the center line of the Town Road between Section Fifteen (15) and Section Twenty-Two (22), Township Sixteen (16) North, Range Twenty-Three (23) East, eight hundred twenty-five (825) feet East of the West line of the East two-thirds (2/3) of the South one-half (1/2) of Lot Four (4), of said Section Fifteen (15), thence at right angles to the center line of said road North six hundred forty-eight (648) feet to the North line of the South One-half (1/2) of said Lot Four (4), thence East four hundred sixty-five (465) feet, more or less, along the North line of the South One-half (1/2) of said Lot Four (4) to the shore of Lake Michigan, thence Southerly along the shore of Lake Michigan to the center line of the aforesaid Town Road, as extended, thence West along the center line of said Town Road, as extended, five hundred eighty-two (582) feet, more or less, to the point of beginning. Said parcel of land containing seven and eight-tenths (7.8) acres, more or less. Together with that part of vacated Lake Road as described in Volume 1461, Page 146 as Document No. 1457936.

Tax Key No.: 59014182050

Parcel III:

The Northeast Quarter (NE 1/4) of the Southeast quarter (SE 1/4) of Section Twenty (20), Township Sixteen (16) North, of Range Twenty (20) East, Sheboygan County, Wisconsin.

Tax Key No.: 59020284020

Parcel IV:

Government Lot 1, Section 7, Township 16 North, Range 20 East, Town of Russell, Sheboygan County, Wisconsin, except the North 45 acres of said lot being the NW 1/4 NW 1/4 and SE 1/4 NW 1/4.

Tax Key No.: 59020281700

Parcel V:

North 1/2 of Government Lot 2, Section 7, Township 16 North, Range 20 East, Town of Russell, Sheboygan County, Wisconsin, said lot being part of the SW 1/4-NW 1/4 and SE 1/4 NW 1/4.

Tax Key No.: 59020281730

Parcel VI:

The North 31.00 feet of the South 66.00 feet of the East 20.00 feet of Lot 5, Block 152 of the Original Plat of the City of Sheboygan County, Wisconsin.

Tax Key No.: 59281108105

OFF-SOURCE
B
PROPERTY

Parcel VII:

A part of the NW 1/4 SW 1/4 of Government Lot No. 2, and a part of the SW 1/4, SW 1/4 of Government Lot No. 3, Section 29, Town 16 North, Range 21 East, Village of Elkhart Lake, Sheboygan County, Wisconsin, described as follows:

Lot No. 11, unrecorded plat of Sharpe's cottages more particularly described as follows:

Beginning at Point 39 of the Certified Survey Map recorded in Volume 2, page 118; thence S. 34° 59' 30" E., 69.67 feet; thence S. 80° 39' 10" W., 190 feet more or less to the shore of Elkhart Lake; thence Northwesterly 83 feet more or less along the shore of Elkhart Lake; thence N. 88° 34' 20" E., 154 feet more or less to the point of beginning.

AND

A part of the NW 1/4 SW 1/4 of Section 29, T 16 N, R 21 E, Village of Elkhart Lake, Sheboygan County, Wisconsin, and described as follows:

Beginning at Point 39 of the Certified Survey Map recorded in Volume 2 on page 118; thence N. 83° 33' 20" E., 64.47 feet; thence S. 14° 58' E., 61.80 feet thence N. 77° 00' 30" W., 53.00 feet to Point 40 or said Certified Survey Map; thence N. 34° 59' 30" W., 49.47 feet to the point of beginning.

Tax Key No.: 59121584970

Parcel VIII:

A part of Parcel 1 of the Certified Survey Map recorded in Volume 2 of Certified Survey Maps on pages 118/124 and being a part of Government Lots 2 and 3 of Section 29, T.16N., R.21E., Village of Elkhart Lake, Sheboygan County, Wisconsin, containing 3.106 acres of land, and described as: Beginning at the Southwest Corner of Parcel 2 of said Certified Survey Map; thence N. 03°56'45" E., 536.23 feet along the West line of said Parcel 2; thence N. 68° 29' 55" W., 229.60 feet; thence S. 10° 29' 01" W., 534.86 feet; thence S. 71°13'15" E., 289.54 feet to the point of beginning.

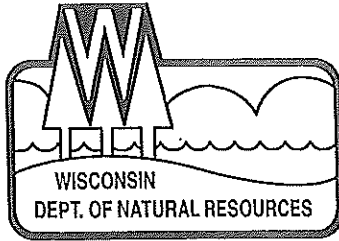
Also Parcel 2 of the Certified Survey Map recorded in Volume 2 of Certified Survey Maps on pages 118/124 and being a part of Government Lots 2 and 3 of Section 29, T.16N., R.21E., Village of Elkhart Lake, Sheboygan County, Wisconsin, containing 3.73 acres of land. Together with any and all rights in an easement recorded in Volume 701 of Records, on pages 250-52, as Document No. 960563, Sheboygan County Register of Deeds Office, which are appurtenant to Parcel 2.

AND

A part of the NW 1/4 SW 1/4, Government Lot No. 2 and a part of the SW 1/4 SW 1/4, Government Lot No. 3, Section 29, Town 16 North, Range 21 East, Village of Elkhart Lake, Sheboygan County, Wisconsin, described as follows:

Beginning at Point 40 of Certified Survey Map recorded in Volume 2, page 118; thence S. 34° 59' 30" E., 136.20 feet; thence S. 43°13'50" E., 431.25 feet; thence N. 10° 29' 01" E., 331.25 feet; thence N. 77° 00'30" W., 445.15 feet to the point of beginning, containing 1.79 acres of land.

Tax Key No.: 59121584971



State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

Scott Walker, Governor
Cathy Stepp, Secretary

Wisconsin Department of Natural
Resources
Plymouth Service Center
1155 Pilgrim Rd
Plymouth, WI 53073
FAX 920-892-6638

November 11, 2011

AFFECTED
A
PROPERTY

Mr. William Bittner, P.E.
City of Sheboygan Public Works
2026 New Jersey Avenue
Sheboygan, WI 53081

SUBJECT: Continuing Obligations and Property Owner Requirements for **City Parking Lot**
East of Art Imig Clothing Care Center
Parcel Identification Number: 59281108060
Final Case Closure for Art Imig Clothing Care Center
723 New York Ave, Sheboygan, Wisconsin 53081
WDNR BRRTS Activity #: 02-60-551912

Dear Mr. Bittner:

The purpose of this letter is to notify you that certain continuing obligations apply to the **City Parking Lot** located east of Art Imig Clothing Care Center, Parcel Identification Number: 59281108060, (referred to in this letter as the "Property") due to contamination remaining on the Property. The continuing obligations are part of the cleanup and case closure approved for the above referenced case, located at Art Imig Clothing Care Center, 723 New York Ave, Sheboygan, Wisconsin.

The continuing obligations that apply to the Property are stated as conditions in the attached closure approval letter, and are consistent with s. 292.12, Wis. Stats., and ch. NR 700, Wis. Adm. Code, rule series. They are meant to limit exposure to any remaining environmental contamination at the Property. These continuing obligations will also apply to future owners of the Property, until the conditions no longer exist at the Property.

It is common for properties with approved cleanups to have continuing obligations as part of cleanup/closure approvals. Information on continuing obligations on properties is shown on the Internet at <http://dnr.wi.gov/org/aw/rr/gis/index.htm>. How to find further information about the closure and residual contamination for this site can be located at <http://dnr.wi.gov/org/aw/rr/clean.htm>.

The Department reviewed and approved the case closure request regarding Tetrachloroethylene (also known as Perchloroethylene or PCE) contamination on the site. The contamination occurred from spillage near the southeast service door, when handling dry cleaning solvents or waste through this door, located at 723 New York Avenue, Sheboygan, Wisconsin. As required by state law, you received notification about the requested closure from the person conducting the cleanup. No further investigation or cleanup is required at this time. However, the closure decision is conditioned on the long-term compliance with certain continuing obligations, as described below.

Continuing Obligations Applicable to Your Property

A number of continuing obligations are described in the attached case closure letter to Art Imig Clothing Care Center dated November 11, 2011. However, only the following continuing obligations apply to your Property.



Continuing Obligations and Property Owner Requirements for **City Parking Lot**
East of Art Imig Clothing Care Center
Parcel Identification Number: 59281108060
Final Case Closure for Art Imig Clothing Care Center
723 New York Ave, Sheboygan, Wisconsin 53081
WDNR BRRTS Activity #: 02-60-551912
November 11, 2011

Page: 2



1. Residual Groundwater Contamination (ch. NR 140, Wis. Adm. Code)

Groundwater contamination, greater than enforcement standards, is present both on Art Imig Clothing Care Center property and off site on your Property, as shown on the **attached map**. DNR approval prior to well construction or reconstruction is required for all sites with residual contamination, shown on the GIS Registry.

GIS Registry – Well Construction Approval Needed

Because of the residual type of media contaminated contamination and the continuing obligations, this site, which includes your Property, will be listed on the Department's internet accessible GIS Registry, at <http://dnr.wi.gov/org/aw/rx/gis/index.htm>. If you intend to construct or reconstruct a well on the Property, you will need to get Department approval in accordance with s. NR 812.09(4) (w), Wis. Adm. Code. To obtain approval, Form 3300-254 needs to be completed and submitted to the DNR Drinking and Groundwater program's regional water supply specialist. A well driller can help with this form. This form can be obtained on-line <http://dnr.wi.gov/org/water/dwg/3300254.pdf>. If at some time, all these continuing obligations are fulfilled, and the remaining contamination is either removed or meets applicable standards, you may request the removal of the Property from the GIS Registry.

Property Owner Responsibilities

The owner (you and any subsequent property owner) of this Property is responsible for compliance with these continuing obligations, pursuant to s. 292.12, Wis. Stats. You are strongly encouraged to pass on the information about these continuing obligations to anyone who purchases this property from you (i.e. pass on this letter). For residential property transactions, you are required to make disclosures under Wis. Stats. s. 709.02. You may have additional obligations to notify buyers of the condition of the property and the continuing obligations set out in this letter and the closure letter.

Please be aware that failure to comply with the continuing obligations may result in enforcement action by the Department. The Department intends to conduct inspections in the future to ensure that the conditions included in this letter, including compliance with referenced maintenance plans, are met.

These responsibilities are the property owner's. A property owner may enter into a legally binding agreement (such as a contract) with someone else (the person responsible for the cleanup) to take responsibility for compliance with the continuing obligations. If the person with whom any property owner has an agreement fails to adequately comply with the appropriate continuing obligations, the Department has the authority to require the property owner to complete the necessary work.

A legal agreement between you and another party to carry out any of the continuing obligations listed in this letter does not automatically transfer to a new owner of the property. If a subsequent property owner cannot negotiate a new agreement, the responsibility for compliance with the applicable continuing obligations resides with that Property owner.

When maintenance of a continuing obligation is required, the Property owner is responsible for inspections, repairs, or replacements as needed. Such actions should be documented by the Property owner and the records kept accessible for the Department to review for as long as the Department directs.

Continuing Obligations and Property Owner Requirements for **City Parking Lot**
East of Art Imig Clothing Care Center
Parcel Identification Number: 59281108060
Final Case Closure for Art Imig Clothing Care Center
723 New York Ave, Sheboygan, Wisconsin 53081
WDNR BRRTS Activity #: 02-60-551912
November 11, 2011

Page: 3

AFFECTED
A
PROPERTY

You and any subsequent Property owners are responsible for notifying the Department, and obtaining approval, before making any changes to the property that would affect the obligations applied to the Property. Send all written notifications in accordance with the above requirements to **WDNR Plymouth Service Center**, 1155 Pilgrim Rd, Plymouth, WI 53073, to the attention of Christine Lilek – RR Program Hydrogeologist.

The following DNR fact sheet, RR-819, "Continuing Obligations for Environmental Protection" has been included with this letter, to help explain a property owner's responsibility for continuing obligations on their property. If the fact sheet is lost, you may obtain a copy at <http://dnr.wi.gov/org/aw/rr/archives/pubs/RR819.pdf>.

Under s. 292.13, Wis. Stats., owners of properties affected by contamination from another property are generally exempt from investigating or cleaning up a hazardous substance discharge that has migrated onto a property from another property, through the soil, groundwater or sediment pathway. However, the exemption under s. 292.13, Wis. Stats., does not exempt the property owner from the responsibility to maintain a continuing obligation placed on the property in accordance with s. 292.12, Wis. Stats. To maintain this exemption, that statute requires the current property owner and any subsequent property owners, to meet the conditions in the statute, including:

- Granting reasonable access to DNR or responsible party, or their contractors;
- Avoiding interference with response actions taken; and
- Avoiding actions that make the contamination worse (e.g., demolishing a structure and causing or worsening the discharges to the environment).

The Department appreciates your efforts. If you have any questions regarding this closure decision or anything outlined in this letter, please contact Christine Lilek – RR Program Hydrogeologist at (920) 892-8756, extension 3025.

Sincerely,



Bruce Urben
NER Remediation & Redevelopment Team Supervisor

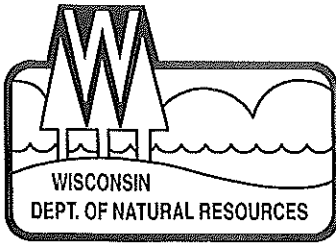
Attachments:

Final Closure Letter
Location map

cc: Art Imig – Art Imig Clothing Center (electronic copy)
Blaine Schroyer – Terracon (electronic copy)
Michelle Williams – Reinhart Boerner Van Deuren S.C. (electronic copy)
NER Case File

[Note: A copy of this letter is placed in the GIS Registry packet along with the closure letter]

Enclosure: RR 819 – Continuing Obligations Fact Sheet



State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

Scott Walker, Governor
Cathy Stepp, Secretary

Wisconsin Department of Natural
Resources
Plymouth Service Center
1155 Pilgrim Rd
Plymouth, WI 53073
FAX 920-892-6638

November 11, 2011

AFFECTED
B
PROPERTY

Testwuide Trust
Konrad and/or Mary Testwuide
1236 Riverview Dr.
Sheboygan, WI 53083

SUBJECT: Continuing Obligations and Property Owner Requirements for **Testwuide Trust Property**
South of Art Imig Clothing Care Center
Parcel Identification Number: 59281108105
Final Case Closure - Art Imig Clothing Care Center, 723 New York Ave, Sheboygan, Wisconsin
WDNR BRRTS Activity #: 02-60-551912

Dear Mr. & Mrs. Testwuide:

The purpose of this letter is to notify you that certain continuing obligations apply to the **Testwuide Trust Property** located south of Art Imig Clothing Care Center, Parcel Identification Number: 59281108105, (referred to in this letter as the "Property") due to contamination remaining on the Property. The continuing obligations are part of the cleanup and case closure approved for the above referenced case, located at Art Imig Clothing Care Center, 723 New York Ave, Sheboygan, Wisconsin.

The continuing obligations that apply to the Property are stated as conditions in the attached closure approval letter, and are consistent with s. 292.12, Wis. Stats., and ch. NR 700, Wis. Adm. Code, rule series. They are meant to limit exposure to any remaining environmental contamination at the Property. These continuing obligations will also apply to future owners of the Property, until the conditions no longer exist at the Property.

It is common for properties with approved cleanups to have continuing obligations as part of cleanup/closure approvals. Information on continuing obligations on properties is shown on the Internet at <http://dnr.wi.gov/org/aw/rr/gis/index.htm>. How to find further information about the closure and residual contamination for this site can be located at <http://dnr.wi.gov/org/aw/rr/clean.htm>.

The Department reviewed and approved the case closure request regarding Tetrachloroethylene (also known as Perchloroethylene or PCE) contamination on the site. The contamination occurred from spillage near the southeast service door, when handling dry cleaning solvents or waste through this door, located at 723 New York Avenue, Sheboygan, Wisconsin. As required by state law, you received notification about the requested closure from the person conducting the cleanup. No further investigation or cleanup is required at this time. However, the closure decision is conditioned on the long-term compliance with certain continuing obligations, as described below.

Continuing Obligations Applicable to Your Property

A number of continuing obligations are described in the attached case closure letter to Art Imig Clothing Care Center dated November 11, 2011. However, only the following continuing obligation applies to your Property.

Continuing Obligations and Property Owner Requirements for **City Parking Lot**
East of Art Imig Clothing Care Center
Parcel Identification Number: 59281108060
Final Case Closure for Art Imig Clothing Care Center
723 New York Ave, Sheboygan, Wisconsin 53081
WDNR BRRTS Activity #: 02-60-551912
November 11, 2011

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1. Residual Groundwater Contamination (ch. NR 140, Wis. Adm. Code)

Groundwater contamination, greater than enforcement standards, is present both on Art Imig Clothing Care Center property and off site on your Property, as shown on the **attached map**. DNR approval prior to well construction or reconstruction is required for all sites with residual contamination, shown on the GIS Registry.

GIS Registry – Well Construction Approval Needed

Because of the residual type of media contaminated contamination and the continuing obligations, this site, which includes your Property, will be listed on the Department's internet accessible GIS Registry, at <http://dnr.wi.gov/org/aw/rr/gis/index.htm>. If you intend to construct or reconstruct a well on the Property, you will need to get Department approval in accordance with s. NR 812.09(4) (w), Wis. Adm. Code. To obtain approval, Form 3300-254 needs to be completed and submitted to the DNR Drinking and Groundwater program's regional water supply specialist. A well driller can help with this form. This form can be obtained on-line <http://dnr.wi.gov/org/water/dwg/3300254.pdf>. If at some time, all these continuing obligations are fulfilled, and the remaining contamination is either removed or meets applicable standards, you may request the removal of the Property from the GIS Registry.

Property Owner Responsibilities

The owner (you and any subsequent property owner) of this Property is responsible for compliance with these continuing obligations, pursuant to s. 292.12, Wis. Stats. You are strongly encouraged to pass on the information about these continuing obligations to anyone who purchases this property from you (i.e. pass on this letter). For residential property transactions, you are required to make disclosures under Wis. Stats. s. 709.02. You may have additional obligations to notify buyers of the condition of the property and the continuing obligations set out in this letter and the closure letter.

Please be aware that failure to comply with the continuing obligations may result in enforcement action by the Department. The Department intends to conduct inspections in the future to ensure that the conditions included in this letter, including compliance with referenced maintenance plans, are met.

These responsibilities are the property owner's. A property owner may enter into a legally binding agreement (such as a contract) with someone else (the person responsible for the cleanup) to take responsibility for compliance with the continuing obligations. If the person with whom any property owner has an agreement fails to adequately comply with the appropriate continuing obligations, the Department has the authority to require the property owner to complete the necessary work.

A legal agreement between you and another party to carry out any of the continuing obligations listed in this letter does not automatically transfer to a new owner of the property. If a subsequent property owner cannot negotiate a new agreement, the responsibility for compliance with the applicable continuing obligations resides with that Property owner.

When maintenance of a continuing obligation is required, the Property owner is responsible for inspections, repairs, or replacements as needed. Such actions should be documented by the Property owner and the records kept accessible for the Department to review for as long as the Department directs.

Continuing Obligations and Property Owner Requirements
For **Testwuide Trust Property**
South of Art Imig Clothing Care Center
Parcel Identification Number: 59281108105
Final Case Closure for Art Imig Clothing Care Center
723 New York Ave, Sheboygan, Wisconsin 53081
WDNR BRRTS Activity #: 02-60-551912
November 11, 2011

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You and any subsequent Property owners are responsible for notifying the Department, and obtaining approval, before making any changes to the property that would affect the obligations applied to the Property. Send all written notifications in accordance with the above requirements to **WDNR Plymouth Service Center**, 1155 Pilgrim Rd, Plymouth, WI 53073, to the attention of Christine Lilek – RR Program Hydrogeologist.

The following DNR fact sheet, RR-819, "Continuing Obligations for Environmental Protection" has been included with this letter, to help explain a property owner's responsibility for continuing obligations on their property. If the fact sheet is lost, you may obtain a copy at <http://dnr.wi.gov/org/aw/rr/archives/pubs/RR819.pdf>.

Under s. 292.13, Wis. Stats., owners of properties affected by contamination from another property are generally exempt from investigating or cleaning up a hazardous substance discharge that has migrated onto a property from another property, through the soil, groundwater or sediment pathway. However, the exemption under s. 292.13, Wis. Stats., does not exempt the property owner from the responsibility to maintain a continuing obligation placed on the property in accordance with s. 292.12, Wis. Stats. To maintain this exemption, that statute requires the current property owner and any subsequent property owners, to meet the conditions in the statute, including:

- Granting reasonable access to DNR or responsible party, or their contractors;
- Avoiding interference with response actions taken; and
- Avoiding actions that make the contamination worse (e.g., demolishing a structure and causing or worsening the discharges to the environment).

The Department appreciates your efforts. If you have any questions regarding this closure decision or anything outlined in this letter, please contact Christine Lilek – RR Program Hydrogeologist at (920) 892-8756, extension 3025.

Sincerely,



Bruce Urben
NER Remediation & Redevelopment Team Supervisor

Attachments:
Final Closure Letter
Location map

cc: Art Imig – Art Imig Clothing Center (electronic copy)
Blaine Schroyer – Terracon (electronic copy)
Michelle Williams – Reinhart Boerner Van Deuren S.C. (electronic copy)
NER Case File

[Note: A copy of this letter is placed in the GIS Registry packet along with the closure letter.]

Enclosure: RR 819 – Continuing Obligations Fact Sheet