

→ Kevin McKinght

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES

IN THE MATTER OF:
Former Panzen Transfer, Waukau, Wisconsin
WDNR BRRTS Activity # 07-71-555141 (comprising 02-71-274234 & 02-71-274240 & 03-71-120368)

AGREEMENT BETWEEN THE DEPARTMENT OF NATURAL RESOURCES
AND FREDERICK VAN HANDEL

TO INVESTIGATE AND CLEAN UP Panzen Transfer, 2655 Highway 116, Waukau, Wisconsin

Lots One (1), Two (2), Ten (10) and the Westerly 1/2 of an alley (now abandoned) lying easterly of and adjacent to said Lots One (1) and Two (2) and between the extended Northerly line of said Lot One (1) and the extended Southerly line of said Lot Two (2) and the Easterly 1/2 of an alley (now abandoned) lying Westerly of and adjacent to said Lot Ten (10) and between the extended Northerly and Southerly lines of said Lot Ten (10), all in Block "H" in the Plat of the Town of Waukau, in the Village of Waukau, Town of Rushford, Winnebago County, Wisconsin.

The Easterly Eighty (80) feet of Lot Ten (10) of Block "H" in the Plat of the Town of Waukau, in the Village of Waukau, subject to a right of way over and across the Westerly Fourteen (14) feet thereof.

Tax Parcel Numbers: 022-0972, 022-0963, and 022-0964

PURSUANT TO SS. 75.105 and 292.11, WIS. STATS

WHEREAS, sec. 75.105(2), Wis. Stats., authorizes the governing body of a County to cancel, if desired, all or a portion of the unpaid real property taxes for which a tax certificate has been issued, plus interest and penalties on those taxes, if all of the following conditions are met:

- A. The property is contaminated by a hazardous substance.
- B. An environmental assessment has been conducted which concludes that the property is contaminated by the discharge of a hazardous substance.
- C. The owner of the property or another person agrees to clean up the property by restoring the environment to the extent practicable and minimizing the harmful effects from a discharge of a hazardous substance in accordance with rules that the department promulgates.

Received

APR 14 2010

REMEDICATION &
REDEVELOPMENT

D. The owner of the property or another person presents to the county or city an agreement entered into with the department to investigate and clean up the property.

E. The owner of the property agrees to maintain and monitor the property as required under rules that the department promulgates and under any contract entered into under those rules; and

WHEREAS, Frederick Van Handel owns real property located in the Village of Waukau, Winnebago County, Wisconsin, which together consists of property described as 2655 Highway 116, Waukau, Wisconsin, with the following legal description

Lots One (1), Two (2), Ten (10) and the Westerly ½ of an alley (now abandoned) lying easterly of and adjacent to said Lots One (1) and Two (2) and between the extended Northerly line of said Lot One (1) and the extended Southerly line of said Lot Two (2) and the Easterly ½ of an alley (now abandoned) lying Westerly of and adjacent to said Lot Ten (10) and between the extended Northerly and Southerly lines of said Lot Ten (10), all in Block "H" in the Plat of the Town of Waukau, in the Village of Waukau, Town of Rushford, Winnebago County, Wisconsin.

The Easterly Eighty (80) feet of Lot Ten (10) of Block "H" in the Plat of the Town of Waukau, in the Village of Waukau, subject to a right of way over and across the Westerly Fourteen (14) feet thereof.

Tax Parcel Numbers: 022-0972, 022-0963, and 022-0964

(hereinafter referred to as "the property"), and

WHEREAS, the department has reviewed the following reports documenting the soil and groundwater investigation and remediation at this site:

1. Hazardous Substance Release Report-1999, Engel & Associates, Inc.
2. State Funded Soil and Groundwater Investigation-2001, OMNNI Associates, Inc.
3. CERCLA/SARA Preliminary Assessment-2002, McKnight, WDNR
4. Report of Field Work-2002, NRP Environmental Consultants Incorporated.
5. Site Status Update-March 2006, Northern Environmental.

6. Site Status Update- September 2006, Northern Environmental.

7. Case Closure Request- June 2007, Robert E. Lee & Associates.

in order to make the determination that the property is contaminated by a hazardous substance discharge, and

WHEREAS, Frederick Van Handel, agrees to undertake certain site investigation and remedial actions which are required on the Property because of the presence of hazardous substances and, accordingly, Frederick Van Handel agrees to restore the environment at the Property consistent with the requirements of all applicable state and federal laws; and

WHEREAS, Frederick Van Handel, agrees to maintain and monitor the property as required under department rules and any contract entered into under those rules; and

WHEREAS, in consideration of, and in exchange for, the promises and mutual understandings contained herein, and intending to be bound legally hereby, Frederick Van Handel and the department, by their authorized representatives, have agreed to the execution of this Agreement.

NOW, THEREFORE, based upon the above recitals and the terms and conditions set forth below, Frederick Van Handel and the department agree as follows:

I. Parties Bound

The department and Frederick Van Handel each have consented to the following Agreement, entered into pursuant to sec.75.105, Wis. Stats.

II. Work to be Performed

All work to be performed by Frederick Van Handel pursuant to this Agreement shall be conducted in accordance with ch. 292, Wis Stats., and the Ch. NR 700 Administrative Rule series, including Chapters NR 716, 720, 722, 724 and 726, Wis. Adm. Code and other applicable Administrative Rules and Statutes in addition to the Stipulation and Order for Judgment filed October 4, 2006.

III. Submission of Documents

Documents, including reports, plans and correspondence submitted pursuant to this Agreement shall be submitted to the department according to sec. NR 700.11, Wis. Adm. Code. Copies of documents submitted to the department should be sent to the following address(es), or to such other address(es) as the parties agree to hereafter:

Kevin D. McKnight
State of Wisconsin
Department of Natural Resources
625 E. Cty. Y, Suite 700
Oshkosh, WI 54901-9731

IV. Site Access

The employees and authorized representatives of the department shall have the authority to enter the site to inspect the project and shall have access to all project records at all reasonable times for any purpose relating to the implementation of this Agreement. These may include but are not limited to: inspecting progress of the site work by Frederick Van Handel; conducting environmental testing; verifying data, etc. Frederick Van Handel shall honor all reasonable requests for such access by the department or its authorized representatives.

V. Fees

Frederick Van Handel agrees to reimburse the department for any costs incurred by the department for its oversight activities under this Agreement. Fees shall be paid as provided in Ch. NR 750, Wis. Adm. Code, and Ch. NR 749, Wis. Adm. Code.

VI. Effective Date

This Agreement shall be executed by Frederick Van Handel prior to being executed by the department. The effective date of the Agreement shall be the date on which the department signs and dates the Agreement.

VII. Conditions Under Which Agreement is Voided

This Agreement shall be null and void and the parties shall not be bound by the terms of the Agreement if the governing body of Winnebago County does not cancel all of the unpaid real property taxes for which a tax certificate has been issued, plus interest and penalties on those taxes, on the property, or a portion of the unpaid real property taxes that is acceptable to Frederick Van Handel.

VIII. Amendment of the Agreement

In addition to the procedures set forth above, this Agreement may be amended by mutual written agreement of the department and Frederick Van Handel.

WISCONSIN DEPARTMENT OF
NATURAL RESOURCES

By: _____

Mark F. Giesfeldt

Date: _____

April 14, 2010

Mark F. Giesfeldt, P.E., Director
Bureau for Remediation and Redevelopment

FREDERICK VAN HANDEL

By: _____

4-3-10

Date: _____

Frederick Van Handel

Frederick Van Handel, Property Owner/ Responsible Party