

Notice: Use this form to request a **written response (on agency letterhead)** from the Department of Natural Resources (DNR) regarding technical assistance, a post-closure change to a site, a specialized agreement or liability clarification for Property with known or suspected environmental contamination. A fee will be required as is authorized by s. 292.55, Wis. Stats., and NR 749, Wis. Adm. Code., unless noted in the instructions below. Personal information collected will be used for administrative purposes and may be provided to requesters to the extent required by Wisconsin's Open Records law [ss. 19.31 - 19.39, Wis. Stats.].

Definitions

"Property" refers to the subject Property that is perceived to have been or has been impacted by the discharge of hazardous substances.

"Liability Clarification" refers to a written determination by the Department provided in response to a request made on this form. The response clarifies whether a person is or may become liable for the environmental contamination of a Property, as provided in s. 292.55, Wis. Stats.

"Technical Assistance" refers to the Department's assistance or comments on the planning and implementation of an environmental investigation or environmental cleanup on a Property in response to a request made on this form as provided in s. 292.55, Wis. Stats.

"Post-closure modification" refers to changes to Property boundaries and/or continuing obligations for Properties or sites that received closure letters for which continuing obligations have been applied or where contamination remains. Many, but not all, of these sites are included on the GIS Registry layer of RR Sites Map to provide public notice of residual contamination and continuing obligations.

Select the Correct Form

This form should be used to request the following from the DNR:

- Technical Assistance
- Liability Clarification
- Post-Closure Modifications
- Specialized Agreements (tax cancellation, negotiated agreements, etc.)

Do not use this form if one of the following applies:

- Request for an **off-site liability exemption or clarification** for Property that has been or is perceived to be contaminated by one or more hazardous substances that originated on another Property containing the source of the contamination. Use DNR's Off-Site Liability Exemption and Liability Clarification Application Form 4400-201.
- Submittal of an Environmental Assessment for the **Lender Liability Exemption**, s 292.21, Wis. Stats., **if no response or review by DNR is requested**. Use the Lender Liability Exemption Environmental Assessment Tracking Form 4400-196.
- Request for an **exemption to develop on a historic fill site** or licensed landfill. Use DNR's Form 4400-226 or 4400-226A.
- **Request for closure** for Property where the investigation and cleanup actions are completed. Use DNR's Case Closure - GIS Registry Form 4400-202.

All forms, publications and additional information are available on the internet at: dnr.wi.gov/topic/Brownfields/Pubs.html.

Instructions

1. Complete sections 1, 2, 6 and 7 for all requests. Be sure to provide adequate and complete information.
2. Select the type of assistance requested: Section 3 for technical assistance or post-closure modifications, Section 4 for a written determination or clarification of environmental liabilities; or Section 5 for a specialized agreement.
3. Include the fee payment that is listed in Section 3, 4, or 5, unless you are a "Voluntary Party" enrolled in the Voluntary Party Liability Exemption Program **and** the questions in Section 2 direct otherwise. Information on to whom and where to send the fee is found in Section 8 of this form.
4. Send the completed request, supporting materials and the fee to the appropriate DNR regional office where the Property is located. See the map on the last page of this form. A paper copy of the signed form and all reports and supporting materials shall be sent with an electronic copy of the form and supporting materials on a compact disk. For electronic document submittal requirements see: <http://dnr.wi.gov/files/PDF/pubs/rr/RR690.pdf>

The time required for DNR's determination varies depending on the complexity of the site, and the clarity and completeness of the request and supporting documentation.

Technical Assistance, Environmental Liability Clarification or Post-Closure Modification Request

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Section 1. Contact and Recipient Information

Requester Information

This is the person requesting technical assistance or a post-closure modification review, that his or her liability be clarified or a specialized agreement and is identified as the requester in Section 7. DNR will address its response letter to this person.

Last Name Churpak	First Michele	MI	Organization/ Business Name FedEx Ground Package System, Inc.
Mailing Address Attention: Real Estate Department: 1000 FedEx Drive			City Moon Township
			State PA
			ZIP Code 15108
Phone # (include area code) (412) 269-1000	Fax # (include area code) (412) 859-2655	Email michele.churpak@fedex.com	

The requester listed above: (select all that apply)

- Is currently the owner
 Is considering selling the Property
 Is renting or leasing the Property
 Is considering acquiring the Property
 Is a lender with a mortgagee interest in the Property
 Other. Explain the status of the Property with respect to the applicant:

Contact Information (to be contacted with questions about this request)

Select if same as requester

Contact Last Name Schmidt	First Samantha	MI J	Organization/ Business Name Braun Intertec
Mailing Address 4511 West 1st Street, Ste. 4			City Duluth
			State MN
			ZIP Code 55807
Phone # (include area code) (701) 318-0657	Fax # (include area code) (218) 624-0196	Email saschmidt@braunintertec.com	

Property Owner (if different from requester)

Contact Last Name Thompson	First Jay	MI	Organization/ Business Name Thompson Land Company, LLP
Mailing Address 2904 Winter Street			City Superior
			State WI
			ZIP Code 54880
Phone # (include area code) (218) 343-8781	Fax # (include area code) (715) 394-4004	Email jay@lakecitytowing.us	

Section 2. Property Information

Property Name Licensed Premises (Portion of Former Amoco Oil)	FID No. (if known) 816009920
BRRTS No. (if known) 02-16-000331	Parcel Identification Number Portions of 06-806-00739-06 & 06-806-00739-01
Street Address 2929 Halvor Lane	City Superior
State WI	ZIP Code 54880
County Douglas	Municipality where the Property is located <input checked="" type="radio"/> City <input type="radio"/> Town <input type="radio"/> Village of Superior
Property is composed of: <input type="radio"/> Single tax parcel <input checked="" type="radio"/> Multiple tax parcels	Property Size Acres 1

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1. Is a response needed by a specific date? (e.g., Property closing date) Note: Most requests are completed within 60 days. Please plan accordingly.

- No Yes

Date requested by: 08/31/2021

Reason: Pending Agreement

2. Is the "Requester" enrolled as a Voluntary Party in the Voluntary Party Liability Exemption (VPLE) program?

- No. **Include the fee that is required for your request in Section 3, 4 or 5.**
 Yes. **Do not include a separate fee.** This request will be billed separately through the VPLE Program.

Fill out the information in Section 3, 4 or 5 which corresponds with the type of request:

Section 3. Technical Assistance or Post-Closure Modifications;

Section 4. Liability Clarification; or Section 5. Specialized Agreement.

Section 3. Request for Technical Assistance or Post-Closure Modification

Select the type of technical assistance requested: [Numbers in brackets are for WI DNR Use]

- No Further Action Letter (NFA) (Immediate Actions) - NR 708.09, [183] - **Include a fee of \$350.** Use for a written response to an immediate action after a discharge of a hazardous substance occurs. Generally, these are for a one-time spill event.
- Review of Site Investigation Work Plan - NR 716.09, [135] - **Include a fee of \$700.**
- Review of Site Investigation Report - NR 716.15, [137] - **Include a fee of \$1050.**
- Approval of a Site-Specific Soil Cleanup Standard - NR 720.10 or 12, [67] - **Include a fee of \$1050.**
- Review of a Remedial Action Options Report - NR 722.13, [143] - **Include a fee of \$1050.**
- Review of a Remedial Action Design Report - NR 724.09, [148] - **Include a fee of \$1050.**
- Review of a Remedial Action Documentation Report - NR 724.15, [152] - **Include a fee of \$350**
- Review of a Long-term Monitoring Plan - NR 724.17, [25] - **Include a fee of \$425.**
- Review of an Operation and Maintenance Plan - NR 724.13, [192] - **Include a fee of \$425.**

Other Technical Assistance - s. 292.55, Wis. Stats. [97] (For request to build on an abandoned landfill use Form 4400-226)

- Schedule a Technical Assistance Meeting - **Include a fee of \$700.**
- Hazardous Waste Determination - **Include a fee of \$700.**
- Other Technical Assistance - **Include a fee of \$700.** Explain your request in an attachment.

Post-Closure Modifications - NR 727, [181]

- Post-Closure Modifications: Modification to Property boundaries and/or continuing obligations of a closed site or Property; sites may be on the GIS Registry. This also includes removal of a site or Property from the GIS Registry. **Include a fee of \$1050, and:**
 - Include a fee of \$300 for sites with residual soil contamination; and
 - Include a fee of \$350 for sites with residual groundwater contamination, monitoring wells or for vapor intrusion continuing obligations.

Attach a description of the changes you are proposing, and documentation as to why the changes are needed (if the change to a Property, site or continuing obligation will result in revised maps, maintenance plans or photographs, those documents may be submitted later in the approval process, on a case-by-case basis).

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Skip Sections 4 and 5 if the technical assistance you are requesting is listed above and complete Sections 6 and 7 of this form.

Section 4. Request for Liability Clarification

Select the type of liability clarification requested. Use the available space given or attach information, explanations, or specific questions that you need answered in DNR's reply. Complete Sections 6 and 7 of this form. [Numbers in brackets are for DNR Use]

"Lender" liability exemption clarification - s. 292.21, Wis. Stats. [686]

❖ **Include a fee of \$700.**

Provide the following documentation:

- (1) ownership status of the real Property, and/or the personal Property and fixtures;
- (2) an environmental assessment, in accordance with s. 292.21, Wis. Stats.;
- (3) the date the environmental assessment was conducted by the lender;
- (4) the date of the Property acquisition; for foreclosure actions, include a copy of the signed and dated court order confirming the sheriff's sale.
- (5) documentation showing how the Property was acquired and the steps followed under the appropriate state statutes.
- (6) a copy of the Property deed with the correct legal description; and,
- (7) the Lender Liability Exemption Environmental Assessment Tracking Form (Form 4400-196).
- (8) If no sampling was done, please provide reasoning as to why it was **not** conducted. Include this either in the accompanying environmental assessment or as an attachment to this form, and cite language in s. 292. 21(1)(c)2., h.-i., Wis. Stats.:
 - h. The collection and analysis of representative samples of soil or other materials in the ground that are suspected of being contaminated based on observations made during a visual inspection of the real Property or based on aerial photographs, or other information available to the lender, including stained or discolored soil or other materials in the ground and including soil or materials in the ground in areas with dead or distressed vegetation. The collection and analysis shall identify contaminants in the soil or other materials in the ground and shall quantify concentrations.
 - i. The collection and analysis of representative samples of unknown wastes or potentially hazardous substances found on the real Property and the determination of concentrations of hazardous waste and hazardous substances found in tanks, drums or other containers or in piles or lagoons on the real Property.

"Representative" liability exemption clarification (e.g. trustees, receivers, etc.) - s. 292.21, Wis. Stats. [686]

❖ **Include a fee of \$700.**

Provide the following documentation:

- (1) ownership status of the Property;
- (2) the date of Property acquisition by the representative;
- (3) the means by which the Property was acquired;
- (4) documentation that the representative has no beneficial interest in any entity that owns, possesses, or controls the Property;
- (5) documentation that the representative has not caused any discharge of a hazardous substance on the Property; and
- (6) a copy of the Property deed with the correct legal description.

Clarification of local governmental unit (LGU) liability exemption at sites with: (select all that apply)

- hazardous substances spills - s. 292.11(9)(e), Wis. Stats. [649];
- Perceived environmental contamination - [649];
- hazardous waste - s. 292.24 (2), Wis. Stats. [649]; and/or
- solid waste - s. 292.23 (2), Wis. Stats. [649].

❖ **Include a fee of \$700, a summary of the environmental liability clarification being requested, and the following:**

- (1) clear supporting documentation showing the acquisition method used, and the steps followed under the appropriate state statute(s).
- (2) current and proposed ownership status of the Property;
- (3) date and means by which the Property was acquired by the LGU, where applicable;
- (4) a map and the ¼, ¼ section location of the Property;
- (5) summary of current uses of the Property;
- (6) intended or potential use(s) of the Property;
- (7) descriptions of other investigations that have taken place on the Property; and
- (8) (for solid waste clarifications) a summary of the license history of the facility.

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Section 4. Request for Liability Clarification (cont.)

Lease liability clarification - s. 292.55, Wis. Stats. [646]

❖ **Include a fee of \$700 for a single Property, or \$1400 for multiple Properties and the information listed below:**

- (1) a copy of the proposed lease;
- (2) the name of the current owner of the Property and the person who will lease the Property;
- (3) a description of the lease holder's association with any persons who have possession, control, or caused a discharge of a hazardous substance on the Property;
- (4) map(s) showing the Property location and any suspected or known sources of contamination detected on the Property;
- (5) a description of the intended use of the Property by the lease holder, with reference to the maps to indicate which areas will be used. Explain how the use will not interfere with any future investigation or cleanup at the Property; and
- (6) all reports or investigations (e.g. Phase I and Phase II Environmental Assessments and/or Site Investigation Reports conducted under s. NR 716, Wis. Adm. Code) that identify areas of the Property where a discharge has occurred.

General or other environmental liability clarification - s. 292.55, Wis. Stats. [682] - Explain your request below.

❖ **Include a fee of \$700 and an adequate summary of relevant environmental work to date.**

No Action Required (NAR) - NR 716.05, [682]

❖ **Include a fee of \$700.**

Use where an environmental discharge has or has not occurred, and applicant wants a DNR determination that no further assessment or clean-up work is required. Usually this is requested after a Phase I and Phase II environmental assessment has been conducted; the assessment reports should be submitted with this form. This is not a closure letter.

Clarify the liability associated with a "closed" Property - s. 292.55, Wis. Stats. [682]

❖ **Include a fee of \$700.**

- Include a copy of any closure documents if a state agency other than DNR approved the closure.

Use this space or attach additional sheets to provide necessary information, explanations or specific questions to be answered by the DNR.

Section 5. Request for a Specialized Agreement

Select the type of agreement needed. Include the appropriate draft agreements and supporting materials. Complete Sections 6 and 7 of this form. More information and model draft agreements are available at: dnr.wi.gov/topic/Brownfields/Igu.html#tabx4.

Tax cancellation agreement - s. 75.105(2)(d), Wis. Stats. [654]

❖ **Include a fee of \$700, and the information listed below:**

- (1) Phase I and II Environmental Site Assessment Reports,
- (2) a copy of the Property deed with the correct legal description.

Agreement for assignment of tax foreclosure judgement - s.75.106, Wis. Stats. [666]

❖ **Include a fee of \$700, and the information listed below:**

- (1) Phase I and II Environmental Site Assessment Reports,
- (2) a copy of the Property deed with the correct legal description.

Negotiated agreement - Enforceable contract for non-emergency remediation - s. 292.11(7)(d) and (e), Wis. Stats. [630]

❖ **Include a fee of \$1400, and the information listed below:**

- (1) a draft schedule for remediation; and,
- (2) the name, mailing address, phone and email for each party to the agreement.

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Section 6. Other Information Submitted

Identify all materials that are included with this request.

Send both a paper copy of the signed form and all reports and supporting materials, and an electronic copy of the form and all reports, including Environmental Site Assessment Reports, and supporting materials on a compact disk.

Include one copy of any document from any state agency files that you want the Department to review as part of this request. The person submitting this request is responsible for contacting other state agencies to obtain appropriate reports or information.

- Phase I Environmental Site Assessment Report - Date: 04/14/2020
- Phase II Environmental Site Assessment Report - Date: 12/15/2017
- Legal Description of Property (required for all liability requests and specialized agreements)
- Map of the Property (required for all liability requests and specialized agreements)

Analytical results of the following sampled media: Select all that apply and include date of collection.

- Groundwater
- Soil
- Sediment
- Other medium - Describe: _____

Date of Collection: VARIOUS

- A copy of the closure letter and submittal materials
- Draft tax cancellation agreement
- Draft agreement for assignment of tax foreclosure judgment
- Other report(s) or information - Describe: _____

For Property with newly identified discharges of hazardous substances only: Has a notification of a discharge of a hazardous substance been sent to the DNR as required by s. NR 706.05(1)(b), Wis. Adm. Code?

- Yes - Date (if known): _____
- No

Note: The Notification for Hazardous Substance Discharge (non-emergency) form is available at:
dnr.wi.gov/files/PDF/forms/4400/4400-225.pdf.

Section 7. Certification by the Person who completed this form

- I am the person submitting this request (requester)
- I prepared this request for: Thompson Land Company, LLP
Requester Name

I certify that I am familiar with the information submitted on this request, and that the information on and included with this request is true, accurate and complete to the best of my knowledge. I also certify I have the legal authority and the applicant's permission to make this request.

Samantha J. Schmidt
Signature

8.6.21
Date Signed

Project Scientist
Title

(701) 318-0657
Telephone Number (include area code)

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Section 8. DNR Contacts and Addresses for Request Submittals

Send or deliver one paper copy and one electronic copy on a compact disk of the completed request, supporting materials, and fee to the region where the property is located to the address below. Contact a [DNR regional brownfields specialist](#) with any questions about this form or a specific situation involving a contaminated property. For electronic document submittal requirements see: <http://dnr.wi.gov/files/PDF/pubs/rr/RR690.pdf>.

DNR NORTHERN REGION
Attn: RR Program Assistant
Department of Natural Resources
223 E Steinfest Rd Antigo, WI 54409

DNR NORTHEAST REGION
Attn: RR Program Assistant
Department of Natural Resources
2984 Shawano Avenue
Green Bay WI 54313

DNR SOUTH CENTRAL REGION
Attn: RR Program Assistant
Department of Natural Resources
3911 Fish Hatchery Road
Fitchburg WI 53711

DNR SOUTHEAST REGION
Attn: RR Program Assistant
Department of Natural Resources
2300 North Martin Luther King Drive
Milwaukee WI 53212

DNR WEST CENTRAL REGION
Attn: RR Program Assistant
Department of Natural Resources
1300 Clairemont Ave.
Eau Claire WI 54702



Note: These are the Remediation and Redevelopment Program's designated regions. Other DNR program regional boundaries may be different.

DNR Use Only			
Date Received	Date Assigned	BRRTS Activity Code	BRRTS No. (if used)
DNR Reviewer		Comments	
Fee Enclosed? <input type="radio"/> Yes <input type="radio"/> No	Fee Amount \$	Date Additional Information Requested	Date Requested for DNR Response Letter
Date Approved	Final Determination		

Attachment 1 – Copy of Proposed Lease

1.a. – License Agreement

1.b. – Second Amendment to License Agreement

LICENSE AGREEMENT

This License Agreement (“Agreement”) is made and entered into as of the later of the dates on which the parties did execute this Agreement by and between **Thompson Land Company, LLP**, Wisconsin limited partnership hereinafter called "Licensor" and **FedEx Ground Package System, Inc.**, a Delaware corporation hereinafter called "Licensee." Licensee and Licensor are sometimes referred to individually as "Party" and collectively as the "Parties". In consideration for the payment by Licensee and the performance of the covenants herein contained, Licensor hereby licenses to Licensee the right to use the real property described below, subject to the following terms and conditions:

1. Licensed Premises: The Licensed Premises consists of the parking area located at 2929 Halvor Lane, Superior, Wisconsin 54880 as further described on **Exhibit “A”** attached hereto and incorporated herein by reference (the "Licensed Premises").
2. The License: Licensor hereby gives Licensee an exclusive right to use (the "License") the Licensed Premises twenty-four hours per day, three hundred sixty-five days per year during the License Term (as defined below) for the purpose described in **Section 4** below.
3. License Fee: (A) Licensee shall pay to Licensor, as consideration for the License, the rate of [REDACTED] per month (the "License Fee") during the License Term. The License Fee shall be paid on or before the first business day of each and every calendar month of the License Term. If Licensee becomes delinquent with respect to the payment of the License Fee by more than five (5) days after receipt of notice thereof from Licensor, Licensee shall pay a late charge of 3% on account of such delinquency and for every delinquency thereafter during the License Term. (B) If the Licensed Premises are rendered unusable in whole or in part, for a period of five (5) consecutive business days, by the making of repairs, replacements, or additions, other than those made with Licensee's consent or caused by misuse or neglect by Licensee or Licensee's agents, servants, visitors, or licensees, Licensee may terminate this Agreement or proportionately reduce the License Fee for any period the Licensed Premises are not useable for Licensee's intended Use.
4. Use of Licensed Premises: This License is personal to Licensee, cannot be assigned or transferred. The Licensed Premises shall be used solely for the purpose of parking/storing not more than approximately 48 personal use vehicles, 58 pickup and delivery vans, 10 tractors, and 29 trailers (the "Vehicles").
5. License Term: The term of the License commences on October 1, 2020 ("Commencement Date") and ends February 28, 2021 ("Expiration Date"). The period of time from the Commencement Date through the Expiration Date is referred to herein as the "License Term". This License is immediately terminable by either party if any governmental authority determines that Licensee's use of the Licensed Premises is impermissible.
6. Notices: All notices to be given under this Agreement shall be in writing and either: sent by certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the United States

mail; or sent by a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with this courier; or by fax or similar means, if a copy of the notice is also sent by United States Certified Mail, in which case notice shall be deemed delivered on transmittal by telecopier or other similar means provided that a transmission report is generated reflecting the accurate transmission of the notices, as follows:

Notices to Licensor shall be addressed as follows:

Licensor: Thompson Land Company, LLP
2904 Winter Street
Superior, Wisconsin 54880
ATTN: Jay Thompson

Notices to Licensee shall be addressed as follows:

Licensee: FEDEX GROUND PACKAGE SYSTEM, INC.

Attention: Real Estate Department
1000 FedEx Drive
Moon Township, PA 15108
Tel: (412) 269-1000
Fax: (412) 859-2655
Station # 0558

7. General Restrictions and Maintenance: No storage of hazardous materials shall be allowed on the Licensed Premises. Licensee shall at all times keep the Licensed Premises in good order and condition, clean, and free from rubbish, public nuisances, weeds, brush, flammable materials, growth, debris and waste. Licensee shall be responsible for snow plowing and landscape maintenance.
8. Alterations: Licensee shall not make or allow to be made any alterations of the Licensed Premises without the prior written consent of licensor in each instance.
9. Environmental Compliance:
 - (A) Licensee shall not engage in, nor shall it permit any third party to engage in, activities upon the Licensed Premises, or any portion thereof, for the purpose of or anyway involving the handling, manufacturing, treatment, storage, use, transportation except in compliance with all applicable laws, spillage, leakage, dumping, discharge or disposal (whether legal or illegal, accidental or intentional) of any hazardous or toxic substances, materials or wastes, or any wastes regulated under any local, state or federal law. Licensee agrees to indemnify Licensor pursuant to the provisions of **Section 11** hereof against any Losses incurred by Licensee arising out of any toxic or hazardous condition created by Licensee on the Premises or out of any Hazardous Substances brought onto the Premises by Licensee, its employees or business invitees
 - (B) Licensor, to the best of Licensor's knowledge, represents for the benefit of Licensee that, except for such environmental matters described under the following Wisconsin Bureau for Remediation and Redevelopment Tracing System (“BRRTS”) numbers: BRRTS #02-16-000331, BRRTS #02-16-117873, and BRRTS #02-16-

297979 (collectively, the “BRRTS Matters”), the Premises does not now contain any material classified as toxic or hazardous under applicable federal, state and local laws, ordinances and requirements of governmental authorities with competent jurisdiction (collectively, a “Hazardous Substance”). If, other than the BRRTS Matters, a toxic or hazardous condition is discovered on the Premises, to the extent the condition existed prior to Licensee’s possession of the Licensed Premises, then (i) Licensor shall: (a) promptly give Licensee written notice of such condition; and (b) promptly cause such toxic or hazardous condition to be cleaned up and brought into compliance with applicable laws, ordinances and requirements of governmental authorities with competent jurisdiction; and, (ii) Licensor agrees to indemnify Licensee pursuant to the provisions of **Section 11** hereof against any Losses as defined therein incurred by Licensee arising out of any such toxic or hazardous condition.

10. Compliance with Law: Licensee shall comply with all laws, ordinances, codes, zoning ordinances, and regulations of any federal, state, local or other public body or agency exercising jurisdiction over Licensee’s use of the Licensed Premises. Licensee shall use the Licensed Premises and any improvements according to zoning, and other standards. Licensee shall notify Licensor immediately of any non-compliance with any laws, ordinances, codes, zoning ordinances, and regulations of any federal, state, local or other public body or agency exercising jurisdiction over the Licensed Premises. Licensee shall further indemnify and hold harmless Licensor from any claim, loss, damage or injury, including any fines or penalties assessed by any agency, body or court, resulting from any violation of such standards in connection with Licensee's use of the Licensed Premises and improvements, whether such claim, loss, damage or injury arises in whole or in part from the negligence or intentional acts of Licensee. Licensee shall, at its cost, undertake to respond to all such claims.
11. Mutual Indemnification: Each party (the “Indemnitor”) agrees to indemnify, defend and hold the other party (the “Indemnitee”) harmless from and against any and all losses, damages, claims, suits, actions, judgments, liabilities and expenses, including, without limitation, environmental damages and remediation expenses, reasonable attorneys' fees (collectively, “Losses”), arising out of, or with respect to: (A) any breach of any warranty or representation or any covenant or agreement of the Indemnitor under this License; or (B) any injury to, or death of, persons and/or any damage to, or destruction of, property, on or about the Licensed Premises and attributable to the negligence or misconduct of the Indemnitor, or its officers, employees, agents, contractors or invitees, except to the extent any such breach, any injury or death or any damage or destruction is attributable to the negligence or misconduct of the Indemnitee, or any of its officers, employees, agents, contractors or invitees, or as otherwise specifically provided in this License; provided, however, that the indemnification obligation created by this Section shall be expressly conditioned upon the Indemnitee (i) delivering to the Indemnitor prompt notice of any event giving rise to such indemnification obligation and (ii) providing the Indemnitor the opportunity to defend itself from and against any Losses. This indemnification shall survive the expiration or earlier termination of this License.

12. Liability Insurance: Licensee shall, at its own expense, secure and maintain in effect during the License Term insurance coverages as described herein, in amounts not less than the minimum limits specified, to protect Licensor and Licensee from claims or liabilities in any way arising out of the use of the Licensed Premises: (A) Workers' Compensation Insurance and Employer's Liability Insurance in accordance with statutory requirements and limits, (B) Comprehensive General Liability insurance and contractual liability coverage for liability assumed by Licensee under this License, and automobile liability insurance, with limits of not less than \$1,000,000.00 each occurrence for bodily injury and property damage combined. Such liability insurance shall name Licensor as additional insured, shall contain severability of interest or cross liability clause and shall be primary for all purposes. Certificates of insurance evidencing the coverages and provisions required in (A) and (B) above shall be furnished to Licensor prior to any use of the Licensed Premises by Licensee.
13. Licensee Default; Licensor Remedies: There shall be a default under this Agreement if: (A) proceedings are commenced against the Licensee in any court under a bankruptcy act or for the appointment of a trustee or receiver of the Licensee's property either before or after the commencement of the License Term; (B) there shall be a default in the payment of the License Fee and payment has not been made within five (5) days after receipt of notice from Licensor; (C) if there shall be default in the performance of any other covenant, condition, rule, or regulation herein contained or hereafter established on the part of the Licensee or Licensor respectively, for more than fifteen (15) days after written notice of such default from either Licensee or Licensor, as the case may be. The foregoing notwithstanding, if the defaulting Party shall exercise in good faith diligent efforts within such fifteen (15) day period to cure the failure specified in the notice, but shall not be able to do so because of acts of God, riots, or labor strikes, then any such failure shall not be considered a default of this Agreement so long as such Party shall continue to exercise in good faith such diligent efforts to cure such failure and shall do so within a reasonable period of time. Upon the event of an uncured default, either Party may terminate this Agreement, Licensor shall have the right to reenter or repossess the Licensed Premises, and dispossess or remove therefrom the Licensee, or other occupants thereof, and their effects, without being liable to any prosecution therefore. Licensee shall be responsible for paying the License Fee until the expiration or earlier termination of this Agreement. The Licensee waives and will waive all right to trial by jury in any summary proceeding hereafter instituted by the Licensor against the Licensee in respect to the licensed property.
14. No Waiver: Licensor's waiver of any one or more of the covenants, conditions, or agreements of this License shall not be construed to be a waiver of any subsequent or other breach of the same or any other covenant, condition, or agreement of this License. Licensor's failure to require or exact full or complete compliance with any of the covenants, conditions, or agreements of this License shall not be construed as changing the terms hereof, and such failure shall not preclude Licensor from enforcing the full provisions hereof. The terms of this License shall be amended only in writing and signed by Licensor and Licensee.

15. Condition of Premises at Possession: Licensor is licensing the Licensed Premises to Licensee in its existing “as is” condition as of the commencement date indicated above in **Section 5**.
16. Condition of Premises - End of Term: Upon termination or revocation of this License, Licensee shall surrender the Licensed Premises to Licensor in its condition at the commencement of this Agreement. If, within ten (10) days after the expiration or earlier termination of this Agreement, Licensee has failed to remove its property and/or return the Licensed Premises to its original condition, ordinary wear and tear excepted, Licensor may, at its option, remove Licensee's property and restore the Licensed Premises to its original condition at the cost of Licensee.
17. Governing Law: This License shall be governed by and construed in accordance with the laws of the state in which the Licensed Premises is located. By execution and delivery of this Agreement, each of the Parties hereby accepts and submits to the jurisdiction of said courts in connection with any such action or proceeding.
18. Severability: If any part, section or provision of this Agreement should be declared invalid, then all the remaining parts, sections and provisions shall continue in full force and effect.
19. Anti-Corruption and Export Laws: Licensor and Licensee warrant that they and their affiliates and subsidiaries, including their respective directors, officers, employees, and other persons acting on behalf of any of the foregoing will: (a) conduct business in compliance with all applicable customs, export and import laws and regulations, including, but not limited to, the U.S. Department of State International Traffic in Arms Regulations, the U.S. Department of Treasury Foreign Assets Control Regulations, U.S. laws relating to unsanctioned foreign boycotts and all other applicable economic sanctions, anti-terrorism, anti-money laundering and related laws and regulations; (b) not import, export or re-export commodities, software, technology, technical data or services in contravention of any applicable law or regulation; (c) comply with all laws of the United States of America and any other applicable anti-corruption laws, and shall refrain from any conduct that would cause the Parties to be in violation of any applicable anti-corruption laws, including, but not limited to, the U.S. Foreign Corrupt Practices Act and the UK Bribery Act of 2010; and (d) maintain a compliance program intended to prevent corruption and bribery within its supply chain and, in connection with this Agreement, the Parties will ensure that nothing of value will be paid or promised by the Parties to any third party for purposes of influencing a decision, inducing a decision or securing any improper advantage.
20. Miscellaneous:
 - A. The terms, provisions and covenants and conditions contained in this Agreement shall apply to, inure to the benefit of, and be binding upon the Parties hereto and upon their respective heirs, legal representatives, successors and permitted assigns, except as otherwise herein expressly provided.
 - B. This Agreement may not be altered, changed or amended except by an instrument in writing signed by both parties hereto.

C. The terms of this Agreement shall remain confidential between the Parties, except for disclosures required in the ordinary course of business. Without Licensee's prior written consent in each instance, Licensor shall not use Licensee's name or logotype in any manner associated with Licensor or the Licensed Premises, and will not issue any press release or other information pertaining to this Agreement or the Licensee.


[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the later of the dates on which the Parties did execute this Agreement.

Thompson Land Company, LLP

FedEx Ground Package System, Inc.

By:  _____

By:  _____

Name: Jay Thompson

Name: Jason Pavuk

Title: Chief Executive Officer

Title: Manager, Lease Administration

Date: 09/15/2020

Date: 9/14/2020

FXG LEGAL APPROVAL

Bob Conrie 9/11/2020

EXHIBIT A



SECOND AMENDMENT TO LICENSE AGREEMENT

THIS SECOND AMENDMENT TO LICENSE AGREEMENT (this "Amendment") is made as of March 31, 2021 (the "Effective Date") between THOMPSON LAND COMPANY, LLP, a Wisconsin limited liability partnership (the "Licensor"), and FEDEX GROUND PACKAGE SYSTEM, INC., a Delaware corporation, (the "Licensee").

WITNESSETH:

WHEREAS, Licensor and Licensee entered into a certain License Agreement, dated as of September 15, 2020, as amended by that certain First Amendment to License effective as of February 27, 2021, for the Licensed Premises located at 2929 Halvor Lane, Superior, Wisconsin 54880 (collectively, the "License"); and

WHEREAS, the Term of the License is currently scheduled to expire on March 31, 2021; and

WHEREAS, Licensor and Licensee desire to extend the Term as set forth in this Amendment.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, Licensor and Licensee do hereby agree to the following amendments to the Agreement:

1. All capitalized terms used herein are as defined in the License unless otherwise defined in this Amendment. The Recitals set forth above are incorporated herein by reference.
2. Section 5 (License Term) of the License is amended to change the Expiration Date to "October 31, 2021."
3. During the License Term, Licensor shall submit the Phase I Environmental Site Assessment to Wisconsin Department of Natural Resources ("WDNR") to seek a General Liability Clarification Letter concerning the environmental liabilities at the Licensed Premises. In the event the soil on the Licensed Premises is to be disturbed and reused, then Licensor shall prepare and follow a soil / materials management plan in accordance with WDNR requirements.
4. The terms and provisions of the License shall remain confidential between the parties, and Licensor shall not use Licensee's name or logotype and will not issue and press release or other information pertaining to the License or the Licensee without Licensee's prior written consent in each instance.

5. Except as herein stated, the License shall remain in full force and effect as originally stated and is hereby ratified and confirmed. In the event of any conflict between the terms of the License and this Amendment, the terms of this Amendment shall prevail.
6. This Amendment may be executed in multiple counterparts, all of which shall constitute a single agreement and the signature and acknowledgement pages may be removed from any counterpart and appended to any other counterpart. This Amendment may be executed via facsimile (including Pdf) and electronic signature.

[Signature Page(s) Follows]

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by each of their respective authorized representatives effective as of the Effective Date set forth above.

LICENSOR
THOMPSON LAND COMPANY, LLP

By:  _____

Name: Jay Thompson

Title: President

LICENSEE
FEDEX GROUND PACKAGE SYSTEM, INC.

By:  _____

Name: Jason Pavuk

Title: Manager, Lease Administration

Attachment 2 – Name of current owner of the Property and the person who will lease the Property.

Current Owner of the Property (Licensor):

Thompson Land Company, LLP
2904 Winter Street
Superior, WI 54880
ATTN: Jay Thompson

Party to Lease Property (Licensee):

FedEx Ground Package System, Inc.
1000 FedEx Drive
Moon Township, PA 15108
ATTN: Real Estate Department

FedEx Ground Package System, Inc. has no association with any person's who have possession, control, or caused a discharge of a hazardous substance on the Property.

Attachment 4 – Maps showing the Property location and any suspected or known sources of contamination detected on the Property.

4.a. Site Location Map

4.b. 2020 Site Investigation – Figure 2: Site Map

4.c. License Agreement – Exhibit A



The Science You Build On.

11001 Hampshire Avenue S
 Minneapolis, MN 55438
 952.995.2000
 braunintertec.com

Project No:
 B2106698

Drawing No:
 B2106698_Fig 1

Drawn By: ZS
 Date Drawn: 8/2/2021
 Checked By: SS
 Last Modified: 8/2/2021

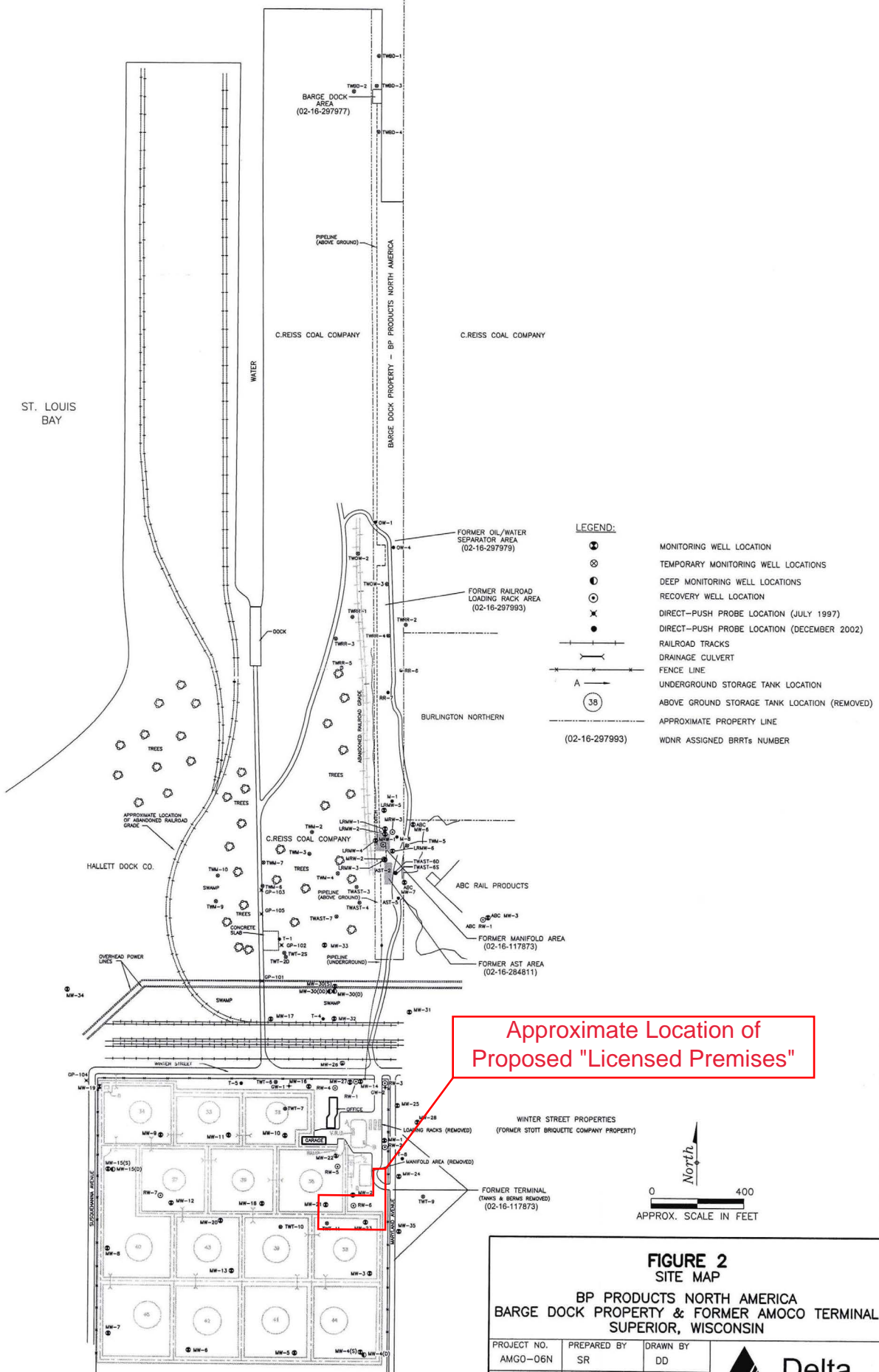
Thompson Land Company, LLP

2929 Halvor Land

Superior, Wisconsin

Site Location Map

Figure 1



Approximate Location of Proposed "Licensed Premises"

- LEGEND:**
- MONITORING WELL LOCATION
 - ⊗ TEMPORARY MONITORING WELL LOCATIONS
 - ⊙ DEEP MONITORING WELL LOCATIONS
 - RECOVERY WELL LOCATION
 - × DIRECT-PUSH PROBE LOCATION (JULY 1997)
 - DIRECT-PUSH PROBE LOCATION (DECEMBER 2002)
 - RAILROAD TRACKS
 - DRAINAGE CULVERT
 - FENCE LINE
 - UNDERGROUND STORAGE TANK LOCATION
 - ⊙ ABOVE GROUND STORAGE TANK LOCATION (REMOVED)
 - APPROXIMATE PROPERTY LINE (02-16-297993)
 - WDNR ASSIGNED BRRTS NUMBER

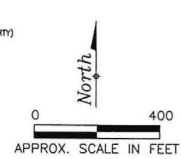


FIGURE 2
SITE MAP
 BP PRODUCTS NORTH AMERICA
 BARGE DOCK PROPERTY & FORMER AMOCO TERMINAL
 SUPERIOR, WISCONSIN

PROJECT NO. AMG0-06N	PREPARED BY SR	DRAWN BY DD	
DATE 5/8/03	REVIEWED BY	FILE NAME Sup-1	

EXHIBIT A



Attachment 5 – A description of the intended use of the Property by the lease holder, with reference to the maps to indicated which areas will be used. Explain how the use will not interfere with any future investigation or cleanup at the Property.

Proposed Use of Licensed Premises Per Attachment 1 (License Agreement): “The Licensed Premises shall be used solely for the purpose of parking/storing not more than approximately 48 personal use vehicles, 58 pickup and delivery vans, 10 tractors, and 29 trailers (the “Vehicles”).”

No permanent structures are proposed as part of the License Agreement and the use of the Licensed Premises will not interfere with any future investigation or cleanup at the Property. See Attachment 4 which shows an outlined area where the proposed parking/storage will be located.

Attachment 6 – All reports or investigations that identify areas of the Property where a discharge has occurred.

6.a. – 1989 Remedial Investigation

6.b. – 1991 Supplemental Site Investigation

6.c. – 1999 Site Investigation and Interim Response Actions

6.d. – 2003 Report on Ground Water Quality, Hydrostratigraphy and Free-Phase Hydrocarbon Delineation

6.e. – 2007 Free-Phase Hydrocarbon Extent and Hydrostratigraphy

6.f. – 2017 Site Investigation Report

6.g. – 2019 Status Report

6.h. – 2020 Status Report

6.i. – 2020 Phase I ESA Report

6.j. – 2021 Progress Report

Note: Due to the document size of investigation reports, they are not attached to this request. However, all reports listed above are available on the WDNR's RR web-based mapping system.

Attachment 7 – Legal Description.

Portion of LOT 1 CSM 1449 PT OF SE1/4 OF S16, T49N, R14W OF THE FOURTH PRINCIPAL MERIDIAN, CITY OF SUPERIOR, DOUGLAS COUNTY, WI #920118/920183. Douglas County Parcel ID # 06-806-00739-06.

And

Portion of PART OF THE NE 1/4 SE 1/4 SEC 16-49-14 DESCRIBED IN CSM #884 REC IN VOL 6 PG 195 AS DOC #771370, & MORE PARTICULARLY DESC IN #773592. Douglas County Parcel ID # 06-806-00739-01.