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Document Number

AFFIDAVIT

OUTAGAMIE COUNTY  
RECEIVED FOR RECORD

Parcels of land in the Northeast Quarter of the Northeast Quarter (NE ¼ , NE ¼ ) Section 29, Township 23 North, Range 16 East, in the Village of Shiocton, Wisconsin, described as:

JAN - 7 1999

AT 1:30 O'CLOCK A.M. P.M.  
GRACE HERB  
REGISTER OF DEEDS

A parcel of land in Lot 1, Block 1, Village of Shiocton, Outagamie County, Wisconsin and particularly described as follows: Beginning at an iron stake at the Southwest corner of Lot 3, in said Block 1; thence Northerly on the West line of said Lot 3, a distance of 110.0 feet to an iron stake on the Northwest corner of Lot 3; thence Westerly bearing slightly South 65.0 feet more or less to the Northwest corner of land owned by W. Helser; thence Easterly on the North line of the land owned by one W. Helser; a distance of 30.0 feet to the Northeast corner of the said Helser land; thence Southerly on the East line of the W. Helser land 92.0 feet to the South line of Lot 1, in Block 1, such point also being on the Northerly boundary of Railroad Street; thence Easterly on the South line of said Block 1, 28.15 feet to the iron stake on the Southwest corner of Lot 3, in Block 1, and the place of beginning.

Recording Area

Name and Return Address

Kevin McKnight  
WI Department of Natural Resources  
Oshkosh Service Center  
PO Box 2565  
Oshkosh WI 54903

pd  
12.00

ALSO: A parcel of land in Lot One (1), Block One (1), Village of Shiocton, described as follows: Beginning at a point on River Street which is One Hundred Fifteen (115) feet Southwesterly from the Southwest corner of Lot Nine (9), which is the starting point, thence Southeasterly parallel with the Southerly line of Lot Nine (9), which is the starting point, Thence Southeasterly parallel with the Southerly line of Lot Nine (9) One Hundred Twenty-One (121) feet, Thence Southwesterly parallel with River Street Fifteen (15) feet, Thence Northwesterly parallel to the Southerly line of Lot Nine (9), One Hundred Twenty-One (121) feet to the East line of River Street, Thence Northeasterly Fifteen (15) feet to the place of beginning.

Parcel Identification Number (PIN)

ALSO: All of Lot Eight (8) and that part of Lot One (1) in Block One (1), Village of Shiocton, Commencing at the Southwesterly corner of Lot Nine (9), thence East at right angles with River Street and along the South line of Lot Nine (9), One Hundred Twenty-One (121) feet, Thence Southerly and parallel with River Street Forty-six (46) feet, thence Westerly and parallel with the South line of Lot Nine (9), One Hundred Twenty-One (121) feet, Thence Northerly Forty-six (46) feet along the East line of River Street to the place of beginning, RESERVING AND GRANTING a joint driveway to grantors and to grantees and to their heirs, successors, and assigns, which driveway shall be Twelve (12) feet wide, extending Six (6) feet on each side of the Southerly line of the property here conveyed and being Six (6) feet on each side of the line now between the grantors and grantees property and extending from River Street Easterly One Hundred Twenty-one (121) feet.

ALSO: All of the North Sixty (60) feet in width off the North end of Lot Four (4), Block Fifteen (15) of the Village Plat of Shiocton as recorded in the Register of Deeds office of Outagamie County, Wisconsin. Said strip of land extends from River Street to bank of Wolf River (Hardware Store).

ALSO: A parcel of land in Lot One (1), Block One (1), Village Plat, Village of Shiocton, Wisconsin, described as follows: Beginning at an iron stake in the easterly line of River Street, at a point 130.0 feet northerly from the Southwest corner of said Block One (1); thence North 23° 45' East along the Easterly line of River Street a distance of 32.0 feet to an iron stake; thence Easterly at right angles to the Easterly line of River Street a distance of 121.0 to an iron stake thence North 23° 45' East 130.0 feet to the iron stake at the Northeasterly corner of Lot Nine (9), a distance of 98.93 feet to an iron stake; thence Easterly 83.0 feet to an iron stake on the South boundary of the property of the Catholic Church property; thence Southerly 81.6 feet to an iron stake on the Northerly line of Lot Four (4), such point being 164.5 feet Westerly from the Northeast corner of Lot Seven (7) of said Block One (1); thence Westerly 90.0 feet to an iron stake on the Northwest corner of Lot Three (3) of said Block One (1); thence Southwesterly 99.6 feet to an iron stake on the Northeast corner of the property as described in Volume 118 of Deeds, page 355; thence Westerly 175.0 feet to an iron stake on the Easterly line of River Street and the place of beginning. Also all of Lots Three (3) and Four (4) of said Block One (1) of the Village Plat of the Village of Shiocton.

As described in Volume 848, page 455 and 456, Outagamie County Register of Deeds.

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pt Lt 1  
all 3, 4, 8

**AFFIDAVIT**

In Re: Property Located in the  
Village of Shiocton, Outagamie County,  
described above:

STATE OF WISCONSIN )  
COUNTY OF OUTAGAMIE )

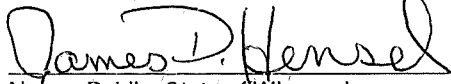
I, Kevin McKnight, being first duly sworn, state that:

1. I am a Hydrogeologist, employed by the Wisconsin Department of Natural Resources (herein after "the Department") at its Oshkosh Service Center, 905 Bayshore Drive, City of Oshkosh, Winnebago County, Wisconsin.
2. I have knowledge of the facts herein set forth and believe the same to be true.
3. The Department has determined that waste oil discharged to the Sielaff-Andrews, Inc., property, which is located on River Street, in the Village of Shiocton, County of Outagamie, and which has the above captioned legal description, has contaminated soil in the vicinity.
4. The Department believes that removal or treatment of the contaminated soil, and/or groundwater monitoring, are required on the property under the authority of s. 292.11(3), Wisconsin Statutes.
5. On October 9, 1991, the Department sent a letter to Mr. Jack Andrews, d/b/a Sielaff-Andrews Auto Repair, which advised him of the statutory requirement to restore the environment at that location. An inadequate response to that letter was received by the Department.
6. On January 22, 1992, the Department sent a second letter to Mr. Andrews concerning his responsibility to address the contamination. The Department also sent a June 3, 1993, Notice of Noncompliance and May 10, 1994, Notice of Violation to Mr. Andrews. On June 8, 1994, Department staff held a subsequent enforcement conference with Mr. Andrews. Department records indicate that no investigation or cleanup of the waste oil contamination occurred as a result of these activities.
7. On March 6, 1996, the Department sent a certified letter to Mr. Andrews, which advised that an affidavit of contamination would be recorded if satisfactory action to restore the environment did not commence. That letter requested a written response by April 5, 1996. An inadequate response to that letter was received by the Department.
8. On November 11, 1998, the Department sent a certified letter to Sielaff-Andrews, Inc., Mr. Jack Andrews, President, which advised that the Department would record an affidavit on the property deed.
9. As the Department believes that waste oil currently found in the soil on the property with the above legal description, will continue to discharge into the environment, subsequent purchasers of the property could be held responsible for investigation and clean-up costs under s. 292.11(3), Wis. Stats.



Kevin McKnight

Subscribed and sworn to before me this 7 day of Jan., 1999.



Notary Public, State of Wisconsin

My commission expires on: Dec. 16, 2001

This document was drafted by the Wisconsin Department of Natural Resources.

**GRACE HERB**

REGISTER OF DEEDS OF OUTAGAMIE COUNTY

410 S. WALNUT STREET  
APPLETON, WIS. 54911  
TELEPHONE 920-832-5095

**RECEIVED**

JUL 14 2000

**EXEMPTION**

The attached instrument has already been recorded, but we believe it contains an error. Under the recording process, our only recourse is to point out the error and suggest that you re-record the instrument. Unfortunately, the original recording fee must be charged for the re-recording.

The error we would like to point out in this case is:

- ① Lots 3+ 4 and part of lot 1 was sold to Pownell  
on 10-18-94. ② Lot 8 and part of lot 1 was sold to  
Volz on 9-7-89.

PLEASE RETURN THIS NOTE WITH THE RE-RECORDING.