



LAKE AREA DISPOSAL, INC.

TOWN OF SARONA

WASHBURN COUNTY

LOCAL SITING AGREEMENT

SARONA LANDFILL EXPANSION SITE

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**CONTRACT**  
**Section 144.445 Local Siting Agreement**

**I. Recitals.**

THIS AGREEMENT by and between Lake Area Disposal, Inc., and the Town of Sarona, Washburn County, Wisconsin, a Wisconsin quasi-municipal corporation, and Washburn County, a Wisconsin quasi-municipal corporation;

WHEREAS, the Town of Sarona and Washburn County have joined together in a local siting committee for purposes of §144.445, Wis. Stats., negotiations with Lake Area Disposal, Inc.; and

WHEREAS, Lake Area Disposal, Inc., proposes to construct, operate and, thereafter, close a landfill expansion site located in the Town of Sarona; and

WHEREAS, Washburn County has enacted a comprehensive zoning code which applies to land uses in the Town of Sarona, including the land use proposed to be made by Lake Area Disposal, Inc.; and

WHEREAS, the parties hereto wish to enter into this Agreement as to the siting of the aforementioned landfill expansion site

NOW, THEREFORE THIS AGREEMENT.

**II. Purpose of Agreement.** This Agreement shall be known as the Lake Area Disposal, Inc. Final Negotiated Agreement.

This Agreement shall be applicable to Lake Area Disposal, Inc., its successors and assigns and to all parties to which Lake Area Disposal, Inc. may transfer or assign any part or all of its ownership interest in the Expansion Site. Lake Area Disposal, Inc. shall notify the Town of Sarona and Washburn County of any and all anticipated change in ownership of the Expansion Site and provide proof that any such successor or assign acknowledges this Agreement and the duties and obligations hereunder.

This Agreement constitutes a negotiated settlement as and between the Town of Sarona and Washburn County with Lake Area Disposal, Inc., pursuant to §144.445, Wis. Stats. It shall establish the understanding of the parties as to terms and conditions imposed with respect to the siting of the landfill, together with restrictions imposed upon the Landfill Expansion Site via the Washburn County Zoning Code.

**III. Definitions.** The following definitions shall be utilized, unless the context dictates otherwise, with respect to terms found in this Agreement.

"Closure" shall mean the process, in accord with the DNR license governing disposal operations of the Expansion Site, of preparing the Site for long term care.

"Construction" shall mean the process of preparing the Expansion Site for operational use as a solid waste disposal site.

"County" shall mean Washburn County, Wisconsin.

"DNR" shall mean the Wisconsin Department of Natural Resources.

"EPA" shall mean the Federal Environmental Protection Agency.

"Expansion Site" or "Landfill Expansion Site" shall mean the landfill site whose legal description is as set forth in Exhibit "A".

"Hauler" shall mean any person who is authorized orally or in writing by LAD at any time to transport solid waste to and from the Expansion Site.

"Hazardous waste" shall mean hazardous waste as that term is defined and applied under the state and federal laws, rules and regulations.

"LAD" shall mean Lake Area Disposal, Inc.

"Landfill" or "Existing landfills" shall, unless the context dictates otherwise, mean each of the landfills opened, operated and closed by LAD or still operating as of the time of this Agreement and located on the real estate described in Exhibit "C" immediately adjacent to the Landfill Expansion Site.

"Landfill property" shall mean that real estate in the Town owned by LAD as of the date of this Agreement, described in Exhibit "C", a portion of which is defined as the Landfill Expansion Site.

"Land use activities" shall mean the kinds and types of operations allowed to be maintained on the Expansion Site in accord with local and state regulations.

"Law" shall mean the statutes of the State of Wisconsin, Administrative Code and controlling common law decisions.

"Leachate" shall mean that liquid which is associated with and/or drains off of solid waste disposed of in landfills and which, in order to limit or prevent groundwater contamination, is pumped and disposed of at a treatment plant.

"Open space maintenance" shall mean those land uses specified in the Conditional Land Use Permit, Exhibit "B".

"Operational life" shall mean that period of time commencing with the effective date of LAD's operating license under §144.44(4), Wis. Stats., to open the Landfill Expansion Site for the acceptance of solid waste and continuing for the term granted under the DNR license.

"Operator" shall mean LAD.

"Prohibited substances" shall mean all organic and inorganic compounds in groundwater which are regulated by the state or federal governments and which constitute potential health hazards.

"Significant change in operational plans" shall mean any modification in LAD's approved plans for construction, operation, closure and long term care of the Expansion Site contrary to or in addition to the conditions imposed under its operating license.

"Siting Committee" or "Committee" shall mean that local committee formed by and between the Town of Sarona and County pursuant to §144.445(7), Wis. Stats., or the successor thereto.

"Solid waste" shall mean garbage, refuse and other discarded materials resulting from industrial, commercial or agricultural operations and community activity but not including any of those types of solid waste set forth in Article IX.

"Solid waste disposal" or "disposal" shall mean the depositing, dumping or placement of solid waste into the land at the Expansion Site.

"Town" shall mean the Town of Sarona, Washburn County, Wisconsin.

"Unacceptable wastes" shall mean those types and kinds of solid waste and their by-products which are not to be disposed of at the Landfill Expansion Site, either under the terms of this contract or under the operating license.

IV. **Commencement Date and Term.** The commencement date of this Agreement shall be the date on which it is approved by proper resolution by the appropriate governing bodies of the Town and County, or the date on which Washburn County issues the Conditional Land Use Permit in the form attached hereto as Exhibit "B", whichever occurs later.

Except as otherwise specifically set forth in this Agreement, the term of this Agreement shall be equal to the operational life of the Expansion Site plus forty (40) years. For



purposes of this section, the operational life begins when solid waste is first received in the Expansion Site, and ends when the Expansion Site is closed.

V. **Reservation of Rights to Participate in DNR Hearing/Permit Process.**

Notwithstanding their entry into this Agreement, the Town and County reserve the right to provide input to the DNR in the course of any environmental impact study process required or deemed advisable by the DNR with respect to the proposed Landfill Expansion Site to be owned and operated by LAD. In addition, the Town and County reserve the further right to participate, either as interested persons or as parties in any administrative hearing process held with respect to the proposed Landfill Expansion Site. The sole restriction imposed hereunder upon the Town and County, should they choose to so participate, is that they shall not, in the course thereof, renounce, repudiate, or reopen this Agreement, or any other permits and local approvals granted by them hereunder except as such right is expressly afforded to them hereunder.

VI. **Reservation of Rights (LAD).**

A. Right to Cease Operations. LAD retains the right, in its unrestricted discretion, at any time to cease accepting solid waste at the Expansion Site. Notwithstanding this provision, LAD shall be responsible for proper closure and long-term care of the Expansion Site as required by DNR regulations and state law, as well as by this Agreement.

B. Transfer or Assignment. LAD shall have the right to transfer, sell, assign, lease or otherwise convey both the real estate which is subject to this Agreement and any of the obligations, duties, privileges and rights of this Agreement to any other person; provided however, that any transferee under this paragraph provide reasonable assurances to the Town and County of its ability to maintain the financial and performance guarantees of this Agreement. Unless otherwise provided herein, all terms and conditions of this Agreement are binding upon any person acquiring any interest in the Expansion Site.

LAD shall promptly notify the Town and County of any and all transfers under this section and provide proof that any successor or assign acknowledges the terms of this Agreement and the duties and obligations hereunder.

C. Right to Refuse Waste. LAD reserves the right at any time during the term of this Agreement to refuse to accept any solid waste for disposal at the Expansion Site and shall at all times refuse to accept unacceptable waste.

## VII. Reservation of Airspace for Town and County

- A. Airspace for Town and County. LAD agrees that during the operational life of the Expansion Site it shall reserve sufficient landfill airspace for solid waste disposal of all residents, businesses, industries and institutions in the County. LAD shall not refuse disposal of solid waste originating in the County because of contractual or other commitments to dispose of solid waste originating outside of the County or the state. In estimating such reservation of airspace, LAD may take into account such factors as past waste volumes, incineration of solid waste originating in the County, projections on solid waste disposal needs and its contracts with municipalities in the County. The total anticipated waste to be disposed of pursuant to this section shall be computed by LAD as of the first month of the first year of Expansion Site operation. Such computation may be recalculated annually by LAD.

If LAD is unable to perform under this section, it shall be responsible for alternate disposal, including all additional costs associated therewith.

LAD has no duty to reserve airspace under this section for any business, industry, institution or municipality which has not entered into a solid waste disposal landfill airspace contract with LAD by the date LAD first accepts waste at the Expansion Site. Further, any reservation as provided in this section terminates upon termination of any landfill airspace contract.

This section is effective only during the operational life of the Expansion Site.

- B. Service to Town Residents. During the operational life of the Expansion Site and during the normal business hours, LAD shall provide free disposal of residential solid waste generated in the Town to all landowners and residents of the Town. LAD shall provide free deposit of recyclables to Town residents and landowners to the extent it maintains facilities for deposit of recyclables at the landfill. LAD reserves the right to refuse free deposit for any waste delivered to the landfill by any person other than the resident or landowner.

The rights granted in this section shall cease at such time as the licensed capacity of the Expansion Site is filled, or at such time as LAD ceases to use the site for disposal purposes, whichever occurs first. LAD shall provide the Town and County with reasonable notice of its intent hereunder.

Solid waste eligible for free disposal under this section shall be limited to residential solid waste as defined in 40 CFR excluding white goods, tires, yard waste, ash, bulky items, construction waste and demolition waste. The Town and LAD shall on an as needed basis agree upon a means upon establishing and



monitoring eligibility under this section. This exclusion shall not, however, prohibit the disposal under this paragraph of reasonable amounts of demolition debris resulting from self-remodeling or reconstruction projects.

### VIII. Transportation.

- A. Construction Period, Machinery and Truck Access. LAD agrees that before driving or hauling any construction equipment, trucks or trailers to be used in the construction of the Landfill Expansion Site over CTH "D", such traffic being prohibited on Town roads, it shall confer with the County Highway Commissioner and shall follow his directives so as to minimize damage to the highway. This Agreement shall apply equally to all phases of construction or closure activities engaged in after the site has been placed in operation.
- B. Use of Highways During Operation of Site. LAD agrees and understands that access to the Expansion Site via public streets and highways shall be limited. All traffic to the site which originates from outside of the Town shall use U.S.H. 53 or 63 only and from those two highways only C.T.H. "D" to and from the site, within the corporate limits of the Town, whether loaded or unloaded. The sole exception to this shall be solid waste disposal vehicles carrying waste originating within, or traveling to collection points located in, the Town. It shall be the responsibility of LAD to communicate this restriction to all third party haulers carrying solid waste to the site. Furthermore, should the Town receive complaints about third party haulers which it communicates to LAD, LAD shall use reasonable efforts to stop past violations from recurring and to prevent future violations, including but not limited to refusing to accept waste from such a hauler until its compliance with this requirement is manifested. LAD further agrees that, subject to its procurement of an exemption from weight limitations under §348.27(12), Wis. Stats., or such other agreements as to overweight vehicles arrived at with the Town or County Highway Commissioners, its trucks shall abide by all posted Town and County road weight limits and that it will communicate such limits to third parties transporting solid waste to the Landfill Expansion Site. It acknowledges that the Town and County reserve the right to seek legal or equitable relief against violators.
- C. Highway Weight Limits. The Town Board and County Board agree that during the term of this Agreement they shall establish no weight limits upon C.T.H. "D" which would prohibit or unduly inhibit LAD's operation of its business at the landfill property.



IX. **Operations Limitations and Restrictions.**

- A. Hazardous Solid Waste Prohibited. At no time shall the proposed solid waste disposal Expansion Site subject to this Agreement be used for the disposal of hazardous solid waste, as defined and applied under state and federal laws, rules and regulations. Nor shall LAD seek to have its state license amended at any time to allow it to engage in such operations on the expanded landfill site or adjoining real estate. For purposes of this paragraph the more stringent of state and federal definitions of the term "hazardous" waste shall be applicable. In addition, "disposal" shall be defined not only to include actual burial in the landfill site but storage, whether of a temporary or long term nature on the site, as well. LAD shall use reasonable efforts in order to prevent hazardous solid waste from being disposed of at the Expansion Site. Said efforts shall include but may not necessarily be limited to inspection of incoming loads and/or of waste as it is being landfilled, adhering to standards developed by the state, prohibiting such disposal in its contracts with third parties and identification of collectors who haul solid waste to the site of such waste and their nonacceptance of the same.

This paragraph shall not apply to household hazardous waste which has not been presorted from other household solid waste prior to delivery to the landfill and which, subject to DNR regulations, may continue to be disposed of in the Expansion Site.

Additionally, LAD shall take necessary measures to prevent disposal in the Expansion Site of other types or forms of solid waste not approved for disposal by the DNR or under state or federal laws.

- B. Disposal of Contaminated Soils. No soils which have been impregnated with, spilled upon or otherwise contaminated by petroleum or chemical based compounds may be disposed of at the Expansion Site unless written approval for such disposal is obtained from the DNR. Such disposal shall, at all times, be accomplished in strict conformity with applicable laws and regulations.
- C. Disposal of Solid Waste Not to Include Recyclable Materials. Solid waste eligible to be disposed of at the Expansion Site shall not include materials required by law or pursuant to County ordinance to be recycled. This prohibition shall not, however, apply with respect to the disposal of solid waste generated outside of the County which is, consistent with state law or DNR approval under Chapter 159, Wis. Stats., not required to be recycled.

- D. Reservation of Right to Test for Prohibited Solid Waste. The Town and County reserve for themselves, upon reasonable cause, the right to test groundwater, leachate, soils and materials disposed in the Expansion Site for prohibited substances, as that term is used in this Agreement. Testing by the Town and County under this section shall consist of independent testing of split samples collected by LAD in accordance with DNR requirements. Samples subject to this paragraph shall be limited to samples collected, both in number and frequency, in accordance with DNR requirements. LAD shall cooperate to provide the split samples as requested by the Town or County. Sampling procedures, sample handling, chain of custody, testing methods, sampling and testing personnel and the selection of a testing laboratory shall be approved by the DNR and LAD. All costs associated with the separate sampling, testing and administration of testing completed pursuant to this section shall be the sole responsibility of the Town or County, whichever requests testing.
- E. LAD to Enforce Restrictions. LAD agrees to take reasonable steps to ensure that all haulers, including itself, do not violate the provisions of this Agreement. LAD shall report to the County any attempt by any person to dispose of unacceptable waste at the Expansion Site and will cooperate in any investigation thereof. LAD shall prominently post a notice of unacceptable wastes at or near the entrance to the landfill. The County reserves the right to prosecute violations as provided by law.
- F. Closure of Existing Landfills to Comply With DNR Directives. As of the time of this Agreement there exist two (2) landfills immediately adjacent to the Landfill Expansion Site, one of which has been physically closed and the other which remains in operation. It shall be a condition of this Agreement that LAD shall take all steps required of it by the DNR to effectively close and, as required, after closure, monitor, maintain and remediate environmental impacts associated with either or both of those sites. This requirement shall not act to prevent or prohibit LAD from availing itself of administrative or judicial relief from the DNR orders; however, as to final, binding orders or permit conditions, this requirement shall be applicable.
- G. Conformity With DNR Requirements Mandated. At all times subject to this Agreement and the referred to Conditional Land Use Permit, LAD shall conform its land use activities on the site, both as to design, operation, maintenance and closure and long term care of the Landfill Expansion Site, to each applicable DNR license condition, together with all other applicable laws and regulations. The failure or refusal of LAD to do so may constitute a breach of this Agreement.



- H. Compliance with Chapter 159, Wis. Stats., to be Maintained. LAD agrees that during the operational life of the Landfill Expansion Site it shall maintain compliance with Chapter 159, Wis. Stats., and all amendments or successors thereto as they pertain to recycling. To this effect LAD agrees that from and after the effective dates in the Act recyclable materials shall not be stored or disposed of at the site in any manner inconsistent with state law, or local ordinances. This prohibition shall not, however, apply with respect to the storage or disposal of recyclable materials generated outside of the County which is, consistent with state law or DNR approval under Chapter 159, Wis. Stats., properly stored or disposed of at the Expansion Site.
- I. Cooperation with Waste Management Group as to Washburn County Recycling Program. During the life of this Agreement, LAD agrees to cooperate with Washburn County and/or its agent, the Waste Management Group, a §66.30, Wis. Stats., commission representing the interests of Burnett and Washburn counties, with respect to the County's recycling program in accord with Chapter 159, Wis. Stats., or the successor thereof. Said cooperation shall take the form of participating in analyses of waste streams, means of reducing solid waste generated within the County and being disposed of at landfill sites and assisting in the implementation of the County's recycling policies and programs.
- X. **Local Approvals.** During the term of this Agreement LAD shall comply with the Conditional Land Use Permit attached hereto as Exhibit "B". No other or further local approvals are applicable to siting, operation, closure or post-closure uses of the Expansion Site.
- XI. **Fees and Payments to Town and County.** In exchange for the agreement of the Town and County to the landfill expansion contemplated hereunder, LAD agrees to make the following payments to the Town and County.
- A. Negotiations Expenses. At the time of execution of this Agreement, LAD shall pay to Washburn County the sum of Thirty-two Thousand Five Hundred Dollars (\$32,500.00) as a contribution toward the expenses of the Town and County in negotiating this Agreement. LAD hereby acknowledges that it waives the maximum imposed upon it under §144.445(8)(b)1m., Wis. Stats., for such reimbursement and that it voluntarily agrees to make this payment. This payment shall be nonrefundable even in the event that LAD does not procure the necessary licensure for or fails to operate the Landfill Expansion Site.

B. Disposal Fee. As and for the privilege of being allowed the right under this Agreement to receive solid waste at the Expansion Site, whether in the form of ash or mixed solid waste of all types (excluding unacceptable solid waste) for disposal purposes, LAD shall pay a fee to the Town and County, to be based upon the number of tons of solids waste disposed of from and after the commencement of operations at the Site and until the Expansion Site is closed, in accord with the following formula:

0- 300,000 tons	\$ .75 per ton
300,001- 600,000 tons	\$ .80 per ton
600,001- 900,000 tons	\$ .90 per ton
900,001-1,200,000 tons	\$1.00 per ton
1,200,001-1,500,000 tons	\$1.20 per ton
1,500,001-1,800,000 tons	\$1.30 per ton
1,800,001-2,100,000 tons	\$1.40 per ton
2,100,001-2,400,000 tons	\$1.50 per ton
2,400,001-2,700,000 tons	\$1.60 per ton
2,700,001 + tons	\$1.70 per ton

C. Payment of Fees. All fees shall be payable on a quarterly basis with payments due on or before the twenty-first (21st) day of the month next following the end of a given quarter. For purposes of this Agreement, quarters shall be on a calendar year basis and shall be composed, respectively, of the months of January to March, April to June, July to September and October to December. All payments shall be made to the Washburn County Treasurer. The Town and County acknowledge that payments made to the Treasurer shall be received by him/her on behalf of both of the two units of government and shall satisfy LAD's disposal fee obligation, to the extent that said payment represents an accurate accounting for the tonnage disposed of up through the time of said payment, as based upon the above formula.

XII. Well Water Damage Claims. If as a result of the operation of the Expansion Site or the existing landfills on the landfill property, whether in use or closed, for a period ending forty (40) years after closure, the owner of a private water supply located within three-quarters (3/4) mile of the Expansion Site perimeters files a claim under §144.265(4)(b), Wis. Stats., with the Town demanding that it supply to the landowner necessary amounts of water to replace that formerly obtained from the damaged water supply, LAD shall, pending the determination of the issue of whether or not its regulated activity is the cause of the contamination, pollution or unfitness for consumption, indemnify the Town against the costs of such replacement. If upon determination by the DNR or a court that the activity did not cause the damage, LAD shall be subrogated to the Town's right to pursue reimbursement from the landowner, and the Town agrees to pursue such remedies as provided by law. This provision does not affect the duty of the



Town or LAD with respect to wells located more than three-quarters (3/4) mile distant from the Expansion Site. To claim its rights to indemnification hereunder, the Town shall invoice LAD for its expenses incurred. LAD shall indemnify the Town within thirty (30) days of receipt of such invoice. The Town agrees that it will notify LAD of any building permit or well installation applications submitted for properties located within three-quarters (3/4) mile of the expansion site perimeters.

- XIII. **Payment for Emergency Services.** LAD shall reimburse the appropriate municipality for the full cost of emergency fire fighting services within the Expansion Site (ordinary fire protection services for buildings and other structures on the landfill property being provided at no cost or upon the same basis as all other property owners are charged as established, from time to time, by the Town, County or Fire Protection District).
- XIV. **Financial Performance Guarantee.** To guarantee its financial performance under this Agreement, LAD may avail itself of any of the methods set forth at Wis. Adm. Code Sec. NR 520.06.
- XV. **Insurance and Indemnification.**
- A. Indemnification to the Town and County. LAD agrees to indemnify and hold the County and the Town, their officers, employees and agents, both as of the time of the execution of this agreement and in the future, for the period extending from the execution of this Agreement to the expiration of forty (40) years next following closure of the site, harmless from any liability exposure, damages, forfeitures, penalties, reasonable costs of defense or other costs or assessments associated with an civil actions, whether equitable or legal in nature, or criminal proceedings brought with respect to the construction, operation, maintenance or closure of the Expansion Site as to which under the terms of this Agreement and the accompanying conditional land use permit of the County local approval is being granted. The parties agree and understand that, subject only to the Town and County exerting local control over the Landfill Expansion Site under the terms of this Agreement and the attached Conditional Land Use Permit, neither the Town nor the County are exerting any control over or guiding, directing or managing LAD's construction, operation or closure of the Landfill Expansion Site.
- B. Insurance. LAD shall at all times subject to the terms of this Agreement maintain liability insurance coverage without a pollution exclusion (if available at a reasonable cost) in the amount of One Million Dollars (\$1,000,000.00). The Town and County shall be named as additional insureds.

XVI. **Use of Landfill Expansion Site Following Closure.** Except as necessary for long term care following closure, no dwellings or other structures may be erected upon nor may any use other than long term care and, thereafter, open space maintenance, be made of the Landfill Expansion Site after closure without the written permission of the Town, the County and the DNR. LAD may petition for permission to use the site for other purposes. Consent for other uses may be withheld by the County in the interests of the public health, safety and welfare.

XVII. **Testing/Guarantee of Private Off-Site Wells.** In addition to monitoring wells on the Landfill Expansion Site and surrounding the Landfill Expansion Site in accordance with DNR regulations, LAD shall also be responsible for the following:

- A. Subject to G., below, LAD shall test all existing, active wells with respect to quality, to establish background data, at least twice prior to operation of the Expansion Site, and provided that the owners not party to this Agreement give permission to do so. Each of said tests shall be separated by at least six (6) months and it is preferable that they shall take place in June and December of the year preceding operation. Said background data shall, correspondingly, establish the quality of the well water in question prior to operation. Samples shall be taken in accord with DNR standards and the results of each such test shall be submitted to the County Clerk on behalf of the Town and County, as well as to the owner of each well tested. Sampling methods, meaning the procedures by which water samples are gathered and protected from contamination, including but not limited to the type of container used, chain of possession and methods of drawing shall, together with the location of sample taking, meaning the actual point of drawing a sample with respect to a given well, such as kitchen tap, outdoor spigot or wellhead, be determined by LAD.
- B. Subject to G., below, commencing with the first year of operations, LAD shall test each active water supply well identified in Exhibit "E" at least annually for changes in quality, in accord with E., below. Sampling methods and locations shall be determined by LAD. In the event that any of the monitored wells identified in Exhibit "E" reflect a substantial adverse change, the monitored well(s) exhibiting the substantial adverse change shall be tested the following quarter for the substances in question. In the event that the monitored well(s) again reflect a substantial adverse change, for the substances in questions, all wells, identified in Exhibit "D," within one-half (1/2) mile of the well showing the adverse change shall be tested semi-annually (for the substance in question), and those within one-quarter (1/4) mile of the well showing the adverse change shall be tested quarterly for the substances in question. For purposes of this provision "substantial adverse change" shall mean an increase in concentration of a parameter from the background data which causes: (1) An exceedance of a preventative action limit (P.A.L.); or (2) an exceedance of an indicator parameter



established under NR 140.20(2)(c); or (3) a detect of a volatile organic compound (VOC) in a private well. Classification of a detect of a VOC as a "substantial adverse change" shall be made upon review by experts for LAD, the DNR and the County/Town. The agreement of any two of the said parties that a detect is a substantial adverse change shall trigger monitoring of that substance. In addition, classification as a substantial adverse change shall only occur if the adverse change can be reasonably attributed to operations of the Expansion Site based on review by experts for LAD, DNR and the County and Town. The increased frequency of monitoring as set forth above may once again be reduced if the successive round of sampling demonstrates no substantial adverse change. Said testing shall continue for the life of the operations phase of the Landfill Expansion Site plus forty (40) years.

- C. If, after commencement of disposal activities in the Expansion Site the test data pertaining to monitoring wells shall at any time indicate contamination or pollution reasonably attributed to the Expansion Site of types not found in baseline data or if recommendations are issued by DNR not to use such well or wells for human consumption, LAD shall immediately following such discovery and at least once a year thereafter test all active wells within the respective area indicated in Paragraph B. for the particular contaminant or pollutant in question and shall continue such testing for twenty (20) years thereafter, unless it is proven that the contamination or pollution is not caused by the Expansion Site, or such condition is corrected, in which case such further testing shall no longer be required, or such requirement is waived, in writing, by the Local Monitoring Committee as provided for herein. Such waiver shall not be unreasonably withheld.
- D. Appropriate records shall be maintained and kept during this time period. The results of all tests required by this Article shall be filed with the County Clerk.
- E. The parameters to be tested are:

Field Temperature	Boron	Cadmium
Field Conductivity	Sulfate	Chromium
Field pH	Copper	Fluoride
Alkalinity	Manganese	Lead
COD	Total Dissolved Solids	Mercury
Hardness	Zinc	Nitrate and Nitrite
Chloride	Arsenic	Selenium
Dissolved Iron	Barium	Silver
VOC's		

VOC testing shall be in accord with EPA Method 9021 or such method as is then required by the DNR at the time of sample collection. All analysis shall be completed using the lowest practical qualification units as is required under law or administrative code by the DNR for landfills.

Tests are to be conducted in accord with standard EPA or DNR approved methods. In the event that, during the course of operation and subsequent to closure of the Expansion Site LAD determines that there is no longer a need to test for some or all of the parameters listed above or in the event that it or the DNR determines that other materials should be tested, or in the event that experts for LAD determine that any wells do not require monitoring based on site hydrogeology, the Local Monitoring Committee shall grant permission for such changes subject to the following limitation: deletion of one or more wells or parameters for testing purposes shall be subject to confirmation from the DNR that based on the Expansion Site test data there is no practical need to continue such testing at private wells based upon human health concerns.

LAD shall be responsible for the taking of all samples, as well as testing thereof, together with all related costs.

If at any time commencing with the start of disposal of solid waste in the Expansion Site any well listed in Exhibit "D" evidences, upon the basis of the tests to be performed hereunder, a substantial adverse change (as defined in Paragraph B) which the DNR determines has caused the well to be unfit for human consumption, it shall be presumed that failure of the well has occurred and that said failure was caused by the Expansion Site, unless LAD, at its own expense, proves otherwise.

Where well failure is presumed, as indicated above, LAD shall, upon written notice from the Town Board, within seven (7) days provide an alternate and adequate source of uncontaminated water where applicable. For purposes of this paragraph "adequate source" shall mean water in the same quantity as was consumed by humans or animals for the well replaced due to contamination immediately before such replacement. Said water shall meet DNR drinking water standards. Once contamination is confirmed, bottled water shall be supplied by LAD immediately to be followed within sixty (60) days by the installation of a replacement well, if possible, capable of providing clean water, construction of which shall be approved of by the DNR. LAD shall bear the cost of providing a replacement water supply in each such instance.



- F. To be eligible for well water replacement under this section the owner of each applicable well shall grant permission upon forty-eight (48) hours notice to LAD, its agents and employees to perform well water tests. If the owner refuses to grant such permission, whether for a baseline test or for subsequent tests, he/she shall lose eligibility under this program. In the event of properties with wells occupied or used by persons other than the owner, notices shall be delivered to both; however, the decision of the owner shall control.
- G. LAD shall establish background data in the following manner. It shall perform one (1) test of each of twenty-three (23) private wells identified on the attached map, Exhibit "D". Thereafter it shall perform, consistent with requirements of A., above, a second round of background tests with respect to each of the fourteen (14) private wells identified in Exhibit "E". Thereafter, the fourteen (14) wells for which two (2) rounds of background tests have been provided shall be tested in accord with B., above.

**XVIII. Local Monitoring Committee.** Within sixty (60) days after the date of this Agreement, the County and Town may take action to establish a successor Monitoring Committee (Committee) consisting of the chief elected official of the Town and County or their designee(s) and no more than five (5) additional representatives who possess no conflict of interest relative to the landfill expansion. The method of selection and composition of the committee shall be decided by the Town and County. Committee members shall serve staggered terms. At the time of initial appointment, membership on the Committee shall be divided into three categories, the first consisting of two (2) members who shall serve a one (1) year term; the second consisting of two (2) members who shall serve a two (2) year term; and the third, consisting of three (3) members, who shall serve a three (3) year term. After initial appointment each term shall be two (2) years. For purposes of this Agreement, "conflict of interest" shall be defined as meaning that no member shall own real estate within one mile of the Expansion Site, nor shall he or she be married to or related by blood to any person with a fee simple interest in real estate situated within one mile of the site or employed at the site. Four (4) members of the Committee shall constitute a quorum. Said Committee may hold such public meetings noticed pursuant to the Open Meetings Law as it deems to be appropriate. One or more of said meetings each year shall include a public forum to discuss concerns or problems with the operation of the site. This reference to public meetings shall not be construed as prohibiting the Committee from transacting business in closed session, where deemed appropriate and necessary by it, in accord with §19.85, Wis. Stats.

To assist the Committee in its monitoring efforts and in order for the Committee to maintain familiarity with the ongoing status of the landfill operation, the following information will be provided by LAD on an annual basis, if generated no more than one

(1) time per year, or on a semi-annual basis, if generated more frequently than on an annual basis.

- A. Information as to the amounts and types of solid waste disposed of on an annual basis. To this effect, LAD shall maintain on a permanent basis for the life of the landfill operation records identifying the sources and/or generators of solid waste disposed of at the site, all transporters of waste together with weight slips and information as to the types of waste disposed of in each load transported to the site. LAD shall make these records available to the Town and County upon request.
- B. Copies of reports generated between Operator and the DNR and other state and federal agencies.
- C. Copies of complaints that are received by LAD from citizens, neighbors, state and County law enforcement officers, state and federal agencies and the DNR.
- D. Notice of any significant change in operational plans for the proposed site, including but not limited to closure and long term care plans.
- E. Copies of insurance certificates, bonds and financial guarantees to the DNR pertaining to the proposed site.
- F. Such information as is necessary to update the Town and County officials as to any substantial changes in organizational structure of LAD and the impact of such organizational changes on the landfill operation. This shall include but not be limited to changes in directors and officers, transfer of a controlling amount of stock, the sale of a substantial portion of the real or personal property assets of the corporation, the execution of contracts with third parties for operation of all or part of LAD's landfill business.

The Committee, at its discretion, shall also review, discuss and inspect the site during reasonable times and with reasonable notice, hold public meetings and report findings to the Town and County on the following:

- G. Any written complaint or complaints received by LAD or Committee from citizens relative to the landfill and this Agreement.
- H. Specific compliance by LAD with this Agreement and DNR regulations, applicable order and license or EPA directives or regulations.



- I. Potential dangers to the health, welfare or safety of residents or property owners in the Town, imminent hazards or public nuisances and recommended actions to mitigate them.
- J. All other items that are pertinent to the Landfill Expansion Site including transportation to and from, construction, operation, maintenance, closure and long-term care of the site.

Copies of the official minutes of all such meetings shall be provided to LAD within ten (10) days of meetings. This requirement shall not apply to the minutes of closed sessions, if any are held by the Committee, which shall be subject to release to LAD in accord with §19.35(1)(a), Wis. Stats., or when the need to maintain confidentiality no longer exists.

**XIX. Responsibility of LAD to Report Substantial Changes in Conditions; DNR Action.**

In the event that during the course of constructing, operating, closing the landfill or, if after closing, during the course of monitoring conditions at the site in accord with the DNR approved of closing plan, a substantial change in conditions is observed or detected by LAD or in the further event that the DNR seeks to or does take action to revoke or modify applicable permits or notifies LAD of defaults in its performance or sanctions it therefore, LAD shall within five (5) days notify the Town and County thereof. For the purposes of this article, "substantial change in conditions" shall mean any physical condition, whether with respect to the air, surface or ground water or land, not contemplated to occur or exist during or after the construction, operation and closure of the project at the time the project was licensed and which condition has the potential to cause adverse health, environmental or social welfare impacts, the latter defined as including but not being limited to unanticipated local governmental expenditures deemed by the Town and/or County be in the best interests of the public health, safety and welfare.

**XX. Renegotiation.** This Agreement shall not be reopened for further negotiations unless LAD exceeds its rights or violates its responsibilities under its DNR license in a manner which directly affects the health, welfare or safety of the residents of the Town or County. The desire of LAD to further expand the use of either the Landfill Expansion Site described in Exhibit "A" or all of its property at this location, described at Exhibit "C" for solid waste disposal purposes beyond that which is contemplated in its presently pending license request before the DNR with respect to use of the Landfill Expansion Site shall be subject to separate negotiations.

**XXI. Termination of Rights.** The negotiated rights and responsibilities of the parties hereto shall expire in the event that LAD does not procure an operating license before February 28, 2004. This termination clause shall not apply with respect to performances made by either or both of the parties hereto in accord with the terms of this Agreement prior to said termination date.

**XXII. Description of Landfill Expansion Site.** The real estate subject to this Agreement shall be described as set forth in Exhibit "A" attached hereto and incorporated herein by reference.

**XXIII. Miscellaneous Terms and Conditions.**

- A. Notices. Except as elsewhere provided herein, any notices required to be served by the terms of this Agreement shall be sent by first class mail to the parties as required, and are to be considered by each party as written notice when received. It is further agreed that each of the parties responsible to give any notice shall provide the other parties written notice of any appropriate change of address or any appropriate change of name. Address or name change notice shall be sent by certified mail. Names and address for purposes of this section are:

Landfill Manger  
Lake Area Disposal, Inc.  
W5987 County Highway "D"  
Post Office Box 58  
Sarona, WI 54870

Washburn County  
c/o Washburn County Clerk  
110 West Forth Avenue  
Shell Lake, WI 54871

Town of Sarona  
c/o Town Clerk of Sarona  
Town Hall  
Sarona, WI 54870

Local Monitoring Committee  
c/o Town Clerk of Sarona  
Town Hall  
Sarona, WI 54870



- B. Special Notice Requirements. In the event that the following events occur, notices shall be given to the Town and County as set forth herein:
- (1) To the Town Chairman and Town Clerk and to the County Clerk and Emergency Government Director: Emergencies on site, explosions, sudden water contamination, fires, injuries, discharges or spills at or beyond site. Said notices shall be given immediately by telephone, to be followed by written notice within one (1) working day. This provision shall not apply to water contamination which is subject to regular and customary monitoring and remediation under LAD's DNR license but shall apply solely with respect to sudden and/or unanticipated spills of leachate, petroleum products and other water contaminants.
  - (2) To the Town Clerk and County Clerk: Temporary or permanent closure of site, availability of annual manifests of third party transportation including amounts, sources and types of waste delivered. Said notice shall be given in writing within five (5) working days.
  - (3) To the Town Clerk, County Clerk and County Sheriff: Hazardous or otherwise prohibited waste transported to site by third parties. Said Notice shall be given immediately by telephone, to be followed by written notice within one (1) working day.
- C. Headings. The titles to the sections of this Agreement are for informational purposes only, except where it may be necessary to an understanding of the content of the section.
- D. Governing Law. This Agreement and the provisions contained therein will be construed, enforced and governed, in all respects, in accordance with the laws and statutes of the State of Wisconsin.
- E. Waiver. Any waiver by a party of a breach of any term or condition of this Agreement shall not be considered a waiver of any subsequent breach by a party of the same term or any other term or condition of this Agreement.
- F. Severability. In the event that any clause, paragraph or article in this Agreement is held to be unenforceable by a court of law, the parties agree and understand that the remainder of the Agreement shall stand and be enforceable, as if the offending provision was never ratified by and between them.

G. LAD to Provide Copies of Communications With DNR to Town and County At All Times Relevant to This Agreement. LAD shall provide one (1) copy of each item of correspondence, document, order and/or other written material exchanged as and between LAD, as operator of the Landfill Expansion Site, and the DNR. Said copies shall be provided to the Washburn County Clerk on behalf of the Town and County.

H. Complete Agreement. This Agreement supersedes all prior contracts, agreements and offers, whether oral or written that were or could have been negotiated pursuant to §144.445, Wis. Stats., between the Town, the County, LAD and the Local Negotiating Committee.

I. Amendment. This Agreement may be amended only by written stipulation between the County, the Town and LAD.

J. Binding Effect. This Agreement is binding upon the Town, the County, LAD, the Local Negotiating Committee, the Local Monitoring Committee, their respective legal heirs, representatives, successors and assigns.

K. Reasonableness of Approvals. Any approval required under this Agreement shall not be reasonably withheld.

L. Gender. Any reference in this Agreement to "his" or "her", "him" or "her", or other reference to gender shall apply equally to either gender where appropriate.

XXIV. Compensation for Property Value Guarantee. In consideration of the potential adverse impact that the Expansion Site may have on neighboring residential properties, LAD shall protect the residential property value of the property owners set forth in Exhibit "F", attached hereto. Any payment under this section is intended to compensate the affected property owner for loss of enjoyment of real property used for residential purposes. Such program shall be administered as follows:

A. Following the commencement date of this Agreement, but no less than ninety (90) days before commencement of operations at the Expansion Site LAD shall notify in writing all property owners as listed in Exhibit "F" of the compensation for property value guarantee as provided in this section.

B. If a residential property owner believes that the existing or potential adverse impact of the Expansion Site on his/her property is equal to \$500.00 or less, he may notify LAD in writing of such fact and request payment of such amount. If any property owner chooses this option, such property owner shall notify LAD in writing of his/her intention to exercise such option within sixty (60) days of the notice provided in Paragraph (1). LAD shall make payment to such property



owner within thirty (30) days of notice from the property owner; and such payment from LAD shall constitute full compensation for any diminution in property value.

C. If any property owner chooses not to exercise the option provided in Paragraph (B), his property value shall be protected by LAD as follows:

1. Any property owner as listed on Exhibit "F" who desires to participate in this property value guarantee during the operational life of the Expansion Site and who shall, at any time during the operational life of the Expansion Site, place his/her property on the market for sale shall do so with a real estate broker licensed to do business in Wisconsin, and provide LAD with written notice of such listing for sale, along with a copy of the listing contract. Such property owner shall provide consent for communication between LAD and the broker, and shall cooperate with LAD in obtaining appraisals as set forth herein.

LAD shall provide to the seller a written appraisal of the property as soon thereafter as feasible but not later than sixty (60) days from the date of notice of the listing contract. Such appraisal shall be compiled by a qualified real estate appraiser licensed by the state of Wisconsin. The affected property shall be appraised at its fair market value (1) as of that date and (2) as of that date but making the sole additional assumption that the Expansion Site had not become operational. The difference between the two values, if any, shall equal the "diminished fair market" value of the property. The property owner shall have the right to obtain his own appraisal upon the same terms and conditions as the appraisal obtained by LAD. Fair market value and diminished fair market value shall be established as follows:

- a. By the appraisal provided by LAD if the results are acceptable to both parties, or
- b. By agreement between the two appraisers appointed as provided for in this Paragraph (a).

If the two appraisers appointed as provided for in this Paragraph (a) do not agree, they shall meet forthwith and within five (5) days pick a third appraiser who shall act as a review appraiser and shall arrive at a fair market value and a diminished fair market value within fifteen (15) days of his/her selection. The costs of the third appraiser shall be split equally between LAD and the property owner.

2. Any property affected by this section shall continue to be exposed for sale until:
- a. The property owner sells it at the fair market value price, in which case no payment shall be made by LAD unless the property owner elected to waive the appraisal process and receive compensation as stated in (B.), above, or;
  - b. The property owner receives an arm's length written offer which is less than the fair market value. The property owner or his agent shall notify LAD of the offer and LAD shall elect either to purchase the property at the proffered offer price plus a sum equal to the difference between the offer and its fair market value (diminished fair market value) or permit the property owner to accept the offer and then pay the property owner the difference between the sale price and the fair market value (with such difference not to exceed the diminished fair market value, less \$3.00 per \$1,000 of the difference representing real estate transfer tax savings and six percent of the difference representing broker's commissions savings) within twenty (20) days, as determined under (a) immediately above. LAD shall decide within ten (10) days if it desires to purchase the property and if it so decides it shall notify the owner or his agent. If it fails to exercise this option it shall pay to the owner the diminished fair market value as set forth above within the time period set forth above, or;
  - c. At least three hundred sixty-five (365) days expire from the time the property has been continuously exposed to the market for sale and no offers of purchase have been received. If no offers of purchase have been received for the affected property, LAD shall pay to the property owner the difference between the fair market value and the diminished fair market value within twenty (20) days (less six percent representing broker's commissions savings). In any event, this subsection shall not apply unless the property has been on the market for at least three hundred sixty-five (365) days, or;
  - d. The property owner chooses to sell the property to one other than an arm's length purchaser, in which case no payment shall be made by LAD unless the property owner elected to waive the appraisal process and receive compensation as stated in Paragraph B.

D. Applicability of Section.

1. Payment under this section shall be made only once for any of the properties as set forth in Exhibit "F".
2. Property owners conveying under this section shall do so by good and sufficient warranty deed.
3. In addition to other specific notices required herein, any person entitled to fair market value protection under this section shall notify LAD of his/her intention to sell such property within thirty (30) days of first offering such property for sale.
4. If LAD chooses to purchase property under this section, the property owner shall vacate the property by date of closing, unless otherwise agreed upon between the parties.
5. LAD shall be required to provide the protections and guarantees as provided in this section only during the operational life of the Expansion Site.
6. The protections provided herein shall only be available to the holder or holders of fee simple interest as of the commencement date of this Agreement.
7. This paragraph shall not apply to improvements to property made subsequent to the date of this Agreement.
8. LAD shall bear the cost of its initial appraisal; the property owner shall bear the cost of the second appraisal, if any; and LAD and the property owner shall split the cost of the third appraisal, if any.

E. To be eligible for the guarantee provided herein, a property owner shall reserve in the name of LAD a right of first refusal as to any bona fide offer to purchase. At least annually the Local Monitoring Committee shall advise the affected property owners of this responsibility.



This Agreement was ratified in open session by the Town of Sarona Town Board at a meeting duly held on August 8, 1995, and by the Washburn County Board of Supervisors on \_\_\_\_\_, 1995.

Lake Area Disposal, INC.

By: Ralph H Daub

10-18-95

Date

Randy Dwyer

TOWN OF SARONA

By: Russel R Furchtench

7-9-95

Date

Paul R Hagen

WASHBURN COUNTY

By: Hubert Smith

Sept 11 - 95

Date

John L Brown

LF:\docs\KI\WMGLAD.WGT

June 26, 1995



**EXPANSION SITE LEGAL DESCRIPTION**

Part of Section 15, Township 37 North, Range 12 West, Town of Saronza, Washburn County, Wisconsin, more accurately described as follows:

Commencing at an iron bar set at the center of said Section 15; thence S88°-57'-17"E on the South line of the NE 1/4 a distance of 1885.30 feet; thence N01°-08'-41"E a distance of 100.00 feet to the point of beginning; thence N88°-57'-17"W a distance of 1150 feet; thence N01°-08'-41"E a distance of 500 feet; thence N88°-57'-17"W a distance of 650 feet; thence N01°-08'-41"E a distance of 800 feet; thence S88°-57'-17"E a distance of 1800 feet; thence S01°-08'-41"W a distance of 1300 feet to the point of beginning; the expansion site description being further described as that portion of the above described property which receives WDNR approval for solid waste land disposal.

**EXHIBIT A**

**EXHIBIT "B"**

**SEE CONDITIONAL USE PERMIT**

**APPROVED BY THE**

**WASHBURN COUNTY ZONING COMMITTEE**

**ON**

**MARCH 27, 1995**



LANDFILL PROPERTY LEGAL DESCRIPTION

Part of Section 15, Township 37 North, Range 12 West, Town of Sarona, Washburn County, Wisconsin, more accurately described as follows:

Beginning at an iron bar set at the center of said Section 15; thence N88°-57'-17"

West on the south line of the SE 1/4 - NW 1/4 a distance of 1501.70 feet to an iron bar set; thence North 00°-35'-59" East on the west line of the SE 1/4 - NW 1/4 and the NE 1/4 - NW 1/4 a distance of 2182.71 feet to an iron bar set on the intersection of said west line and the south right of way line of County Trunk Highway "D"; thence South 84°-10'-20" East 452.50 feet on said right of way to an iron pipe set; thence easterly on said right of way on a curve to the left having a radius of 1829.83 feet and a chord bearing and distance of North 88°-28'-43" East 468.13 feet and an arc distance of 469.41 feet to an iron bar set; thence South 01°-02'-32" West leaving said right of way line 546.30 feet to an iron bar set; thence South 88°-27'-58" East 400.00 feet to an iron bar set; thence North 01°-02'-32" East on said North-South 1/4 line 665.54 feet to an iron bar set on the South right of way line of C.T.H. "D"; thence North 75°-55'-11" East on said South right of way line 460.83 feet to an iron bar set; thence northeasterly on a curve to the right having a radius of 4794.67 feet and a chord bearing and distance of North 78°-52'-53" East 496.88 feet and an arc distance of 497.10 feet to an iron bar set on said right of way line; thence North 81°-50'-36" East on said right of way line 373.41 feet to an iron bar set; thence North 08°-09'-26" West on said right of way line 35.00 feet to an iron bar set; thence North 81°-50'-36" East on said right of way line 33.47 feet to an iron bar set on the intersection of said right of way line and the east line of the NW 1/4 - NE 1/4; thence South 01°-06'-39" West on said east line 308.50 feet to an iron bar set; thence South 89°-46'-14" East 663.21 feet to an iron bar set; thence South 01°-08'-41" West 2307.41 feet to an iron bar set on the east-west 1/4 line; thence North 88°-57'-17" West 1985.30 feet on said east-west 1/4 line to the Point of Beginning. Containing 169.23 acres, more or less, and the East 1/2 of South West 1/4, Section 15, Township 37 North of Range 12 West, Washburn County, Wisconsin; and the North West 1/4 of South East 1/4 and Government Lot 2, Section 15, Township 37 North of Range 12 West, Washburn County, WI, EXCEPTING that part of Government Lot 2 lying between the shore of Little Kegegama Lake and existing Town Road all in Section 15, Township 37 North, Range 12 West, Washburn, County, WI.

EXHIBIT C



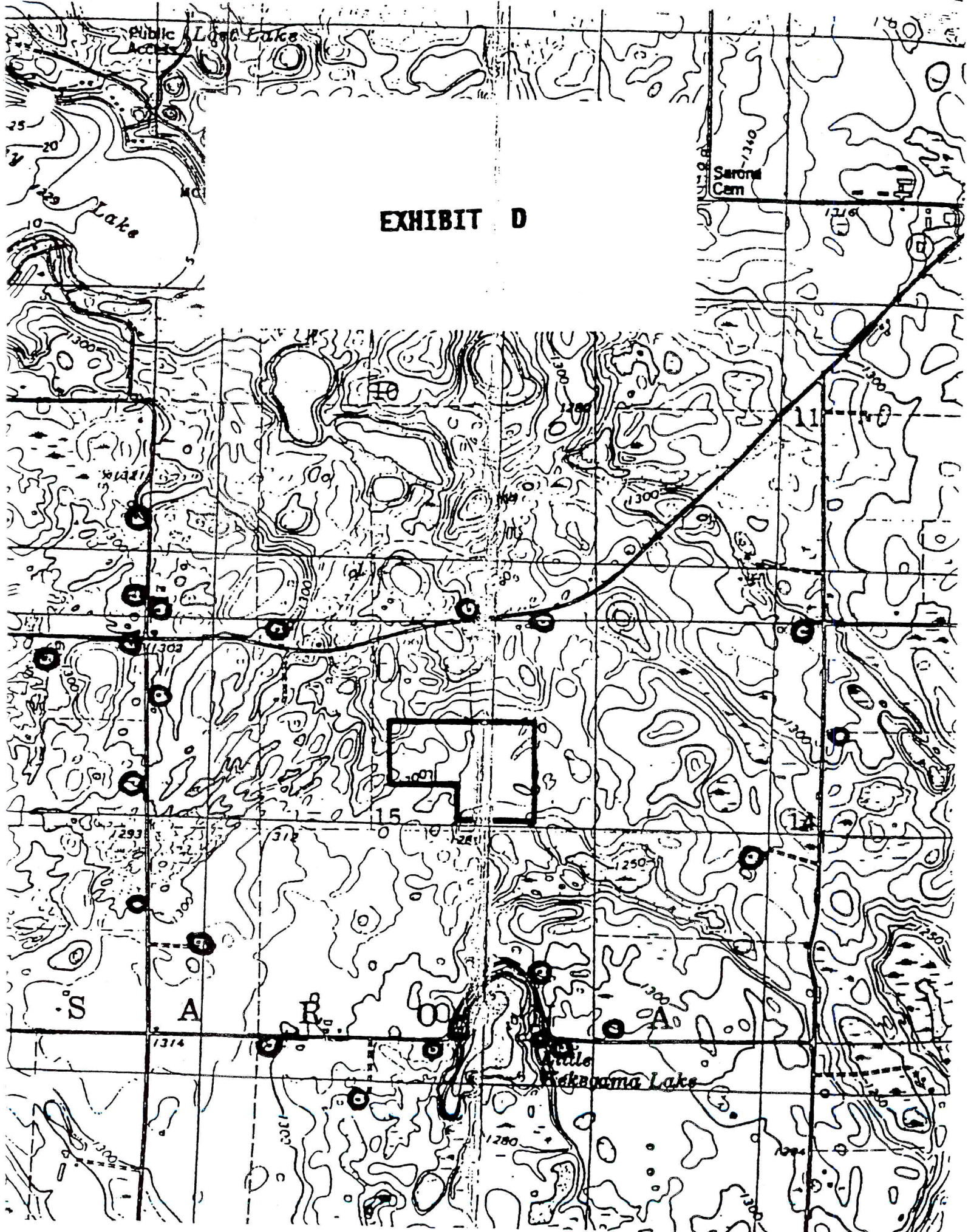


EXHIBIT D



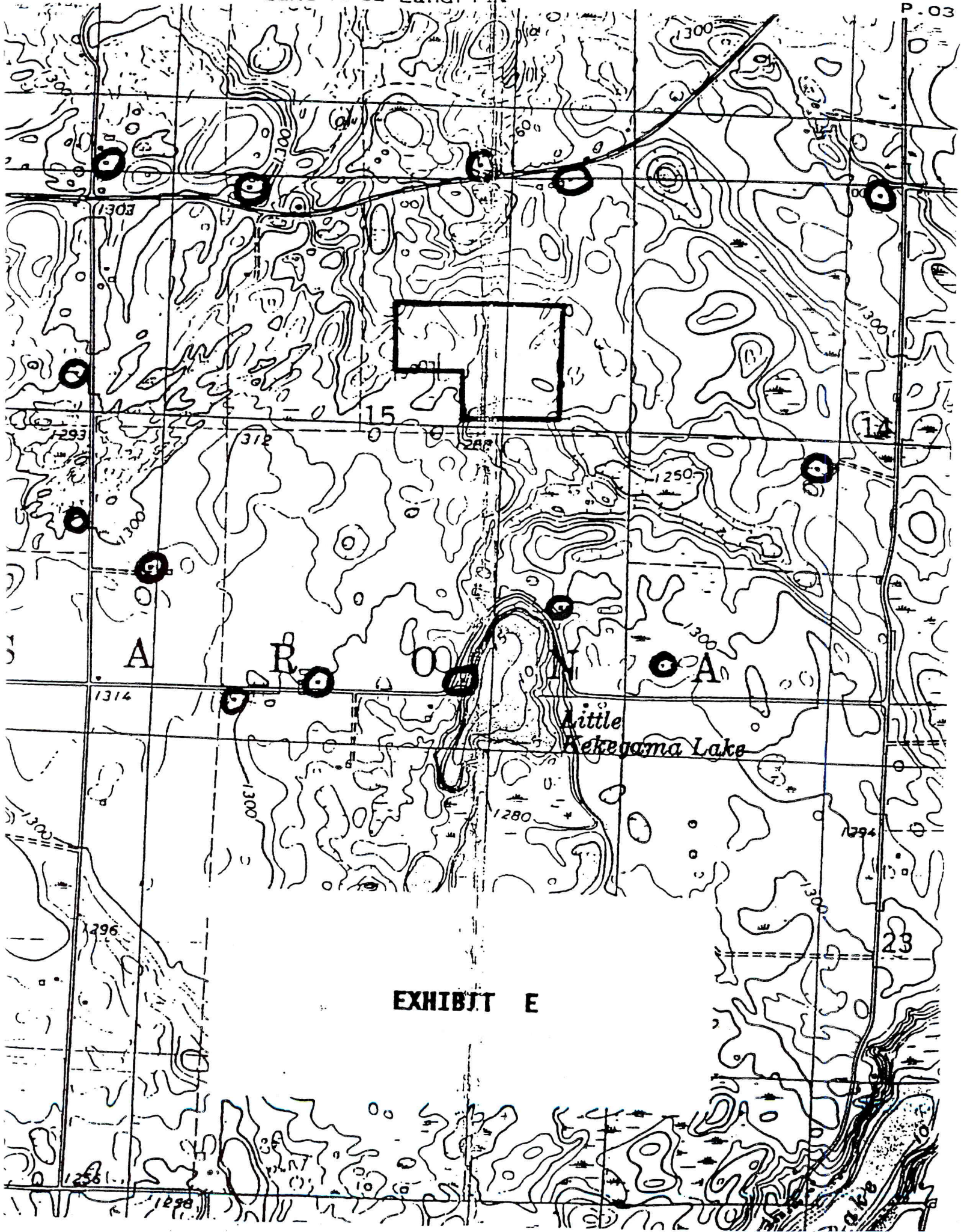


EXHIBIT E

EXHIBIT F

Property Owners Subject to Section XXIV

<u>Property</u>	<u>General Property Location</u>
Keith Halverson	SE $\frac{1}{4}$ , SE $\frac{1}{4}$ , Section 9
Rocky Semm	SE $\frac{1}{4}$ , SE $\frac{1}{4}$ , Section 9
Thomas Elliott	SW $\frac{1}{4}$ , SW $\frac{1}{4}$ , Section 10
Paul Dyste	NE $\frac{1}{4}$ , SW $\frac{1}{4}$ , Section 10
Glenda Hahn	SW $\frac{1}{4}$ , SE $\frac{1}{4}$ , Section 10
David Mortenson	NE $\frac{1}{4}$ , NE $\frac{1}{4}$ , Section 16
William Flugler	NE $\frac{1}{4}$ , NE $\frac{1}{4}$ , Section 16
Ross Roeck	SE $\frac{1}{4}$ , NE $\frac{1}{4}$ , Section 16
Alfred Mancl	NE $\frac{1}{4}$ , SE $\frac{1}{4}$ , Section 16
Robert Schlapper	SW $\frac{1}{4}$ , SW $\frac{1}{4}$ , Section 15
Andy Rocus	NE $\frac{1}{4}$ , NW $\frac{1}{4}$ , Section 15
Brad Mortenson	NE $\frac{1}{4}$ , NE $\frac{1}{4}$ , Section 15
Charlene Marzen	SW $\frac{1}{4}$ , SE $\frac{1}{4}$ , Section 15
Deborah Braunstein	SE $\frac{1}{4}$ , SE $\frac{1}{4}$ , Section 15
Carl Bergman	NE $\frac{1}{4}$ , NW $\frac{1}{4}$ , Section 14
Carl Leckel	NE $\frac{1}{4}$ , SW $\frac{1}{4}$ , Section 14
Gerald Strand	SW $\frac{1}{4}$ , SW $\frac{1}{4}$ , Section 14
Dawn Zivoic	NE $\frac{1}{4}$ , NW $\frac{1}{4}$ , Section 22
Raymond Cahill	NW $\frac{1}{4}$ , NE $\frac{1}{4}$ , Section 22
Gordon Coleman	NE $\frac{1}{4}$ , NW $\frac{1}{4}$ , Section 22
Anthony Deroche	NE $\frac{1}{4}$ , NE $\frac{1}{4}$ , Section 22
Jerry Kubista	NE $\frac{1}{4}$ , NE $\frac{1}{4}$ , Section 22

Post-It® Fax Note	7871	Date	3/23/95	# of pages	1
To	Ralph Dachs	From	Nick Sturck		
Co./Dept.	MPL	Co.	LAL		
Phone #		Phone #			
Fax #		Fax #			



### Residences Within Three-quarter Mile of LAD Landfill Site

The following list was compiled by Town of Sarona Members of the Local Siting Committee, detailing those persons who have residences located within 3/4 of a mile of the landfill site. They are identified by fire number, name and deed recording information.

1.	W5478	James Duffy	Vol. 313, page 100
2.	W1687	Carl Bergman	Vol. 91, page 571, Vol. 93, page 68
3.	W1542	Ted Zimmerman	Vol. 224, page 194
4.	W5680	Gerald Strand	Vol. 282, page 761
5.	W1475	Karl Leckel	Vol. 317, page 188
6.	W5711	Orville Crotteau	Vol. 308, page 572
7.	W5719	Andy DeRoche	Vol. 333, page 726
8.	W5839	Charlene Marzen	Vol. 214, page 57
9.	W5861	Raymond Cahill	Vol. 257, page 297
10.	W5901	Gordon Coleman	Vol. 241, page 389
11.	W5989	Dawn Zivcic	Vol. 264, page 244
12.	W6172	Anton Roeser	Vol. 313, page 708
13.	W1429	Alfred Mancl	Vol. 158, page 55
14.	W1388	Robert Schlapper	Vol. 166, page 554
15.	W1547	Ross Roeck	Vol. 303, page 362
16.	W6101	William Pfluger	Vol. 266, page 419
17.	W6179	David Mortensen	Vol. 174, page 289
18.	W1428	Rocky Semm	Vol. 297, page 742
19.	W1791	Keith Halverson	Vol. 332, page 522
20.	W1712	Mervin Elliot	Vol. 287, page 716

21. W1708 Thomas Elliot Vol. 242, page 11
22. W5926 Paul Dyste Vol. 240, page 755
23. W5980 Andy Rocus Vol. 244, page 167
24. W5806 Requartte Hahn Vol. 208, page 394
25. W5753 Brad Mortensen Vol. 269, page 454
26. W5774 Deborah Morrill/  
David Peterson Vol. 257, page 177
27. \_\_\_\_\_ Richard Stanley Vol. 298, page 68