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**RESTATED AND AMENDED AGREEMENT FOR LANDFILLING  
PAPER MILL SLUDGE AND ASH**

An Agreement was first entered into on the 29<sup>th</sup> day of May, 1996, by and between Wisconsin Tissue Mills, Inc. (WTMI), a Delaware corporation, having its principal place of business at Third Street, Menasha, Wisconsin 54952, and the Town of Vinland, a municipal corporation located in Winnebago County, Wisconsin ("the 1996 Agreement").

This Restated and Amended Agreement is hereby entered into this 20<sup>th</sup> day of December, 2004, by and between Georgia-Pacific Corp., a Georgia Corporation, Tomahawk Land Co., a Delaware Corporation and wholly owned subsidiary of Georgia-Pacific, (collectively, "Georgia-Pacific") and the Town of Vinland. This Restated and Amended Agreement has been negotiated and is being executed by the parties pursuant to the provisions of Section 289.33 of the Wisconsin Statutes.

WITNESSETH:

WHEREAS, pursuant to the 1996 Agreement, WTMI located a solid waste disposal facility on property located in parts of Sections 10 and 11, T19N, R16E, Town of Vinland, Winnebago County. The property is bordered on the north by County Trunk Highway G and is located approximately one-half mile west of Highway 76. Exhibit A to this Agreement sets forth a complete legal description of the subject property. The property was originally utilized for the deposit of sludge and/or ash generated by WTMI's wastewater treatment plant located in Menasha, Wisconsin; and

WHEREAS, pursuant to Section 144.445(9), Wis. Stats., (now, 289.33(9)), WTMI and the Town of Vinland have negotiated certain agreements relating to the landfill site; and

WHEREAS, on October 10, 1999, Georgia-Pacific Corporation purchased certain assets of Wisconsin Tissue Mills, Inc., including the production facility in Menasha, Wisconsin; and on October 28, 2001, Tomahawk Land Company, a wholly owned subsidiary of Georgia-Pacific, became the owner of the WTMI landfill, described in Exhibit A, and Georgia-Pacific notified the Town that it was a successor to WTMI in accordance with the provisions of the 1996 Agreement; and

WHEREAS, in (year) Georgia-Pacific sold the former Wisconsin Tissue Mills, Inc. plant in Menasha, along with certain other assets, but retained ownership of the landfill through its subsidiary corporation, Tomahawk Land Co.; and

WHEREAS, Georgia-Pacific, through its Fort James Operating Co. subsidiary, owns and operates two paper mills located in Green Bay, Wisconsin from which they desire to transport paper mill sludge and ash for deposit at the landfill site in the Town of Vinland pursuant to this Agreement; and

WHEREAS, in light of the changes in circumstances, the parties now wish to update and amend their agreements as authorized by law;

NOW, THEREFORE, IT IS AGREED by and between the parties hereto for and in consideration of the mutual promises herein contained as follows:

I. General

A. Term and Commencement Date

1. The term of this Agreement shall commence on the date finally approved by the Town of Vinland Board and shall include continuously all periods of construction, operations, site life of the landfill, closure, and a post-closure period of the longer of:

(a) forty (40) years after the landfill is closed as provided in ch. NR 514.07, Wis. Admin. Code; or

(b) such later time beyond the 40 year post-closure period in Wis. Stat. § 289.41(1m)(b)1., if post-closure responsibilities, and/or financial security requirements for performance, are extended by the Wisconsin Department of Natural Resources under Wis. Stat. § 289.41(1m)(f), (hereinafter referred to as "DNR" or "the Department"), or otherwise extended pursuant to other State or Federal law.

At the end of the post-closure period, the parties may consider whether additional post-closure monitoring and maintenance is warranted, based on applicable regulations and the experience with the closure of the landfill and the circumstances of the site as they then exist. If action is warranted, as finally determined by the DNR, Georgia-Pacific will take appropriate measures at its sole expense, and shall pay all costs and expenses of post-closure monitoring and maintenance, Georgia-Pacific will reimburse the Town of Vinland for reasonable costs and professional fees incurred for evaluation and review of the need for

post-closure monitoring and maintenance as described in more detail and as specifically provided in Section V.B.

2. The commencement date of the 1996 Agreement was May 29, 1996. Pursuant to the 1996 Agreement, WTMI retained the right at any time to cease operation of the landfill; this determination to be in the sole discretion of WTMI. WTMI ceased to operate the landfill, however, Georgia-Pacific has continued, and shall continue, to make payments under Par. V.C of the 1996 Agreement until replaced by this Agreement. Upon execution of this Restated and Amended Agreement, Georgia-Pacific's financial obligations will be as specified in Paragraph V.C., below. The decision by WTMI to suspend depositing sludge at the landfill does not negate the obligation of Georgia-Pacific to comply with the currently applicable closure plan and all other current or future requirements imposed by the Department upon the facility owner or operator, (for which Georgia-Pacific assumes joint and several responsibility while it or its subsidiaries have such responsibility under Wis. Stat. § 289.41), as well as the groundwater monitoring requirements set forth in this Agreement. Georgia-Pacific, as successor to WTMI, similarly retains the right to commence or cease operations at the landfill, and to fulfill all department requirements presently imposed, and imposed in the future for the landfill. The cessation of operations does not terminate continuing responsibility under this Agreement.

3. "Closure" of the landfill for purposes of this agreement shall mean compliance with the landfill closure requirements of the applicable Plan of Operation, as amended, as approved by DNR and in effect at the time of closure.

The landfill shall be closed when the volume authorized by the DNR permit has been deposited. The parties acknowledge that the site presently is inactive and may remain inactive without invoking the terms of this paragraph. If, after active filling commences under the terms of this Agreement, operations are suspended before the authorized volume is reached and Georgia-Pacific will cap and/or close the active fill areas in accordance with applicable DNR regulations. However, if the landfill is not closed by a date 25 years from the effective date of this Agreement, this contract may be opened, at the option of the Town, for renegotiation regarding all issues of compensation payable to the Town by Georgia-Pacific; the parties agree to complete such negotiations in good faith within six (6) months from written notice given by the Town of its decision to invoke this re-opener provision. During any such renegotiation or arbitration period, Georgia-Pacific may continue landfilling operations without interruption. The parties agree that any unresolved issues remaining at the end of the six (6) month renegotiating period may be submitted to the Waste Facility Siting Board for arbitration pursuant to Wis. Stat. § 289.33. If the Legislature disbands the Waste Facility Siting Board, the parties agree to submission of any such dispute to a panel of three (3) arbitrators, one of which shall be selected by the Town, one selected by Georgia-Pacific, and those two arbitrators selecting the third arbitrator. The arbitrators will follow the procedures and make their decision utilizing Wis. Stat. § 289.33 (2003-04) as if such provisions were still in effect. The costs of these arbitrators shall be shared equally by the Town and Georgia-Pacific.

B. Ownership, Operation, and Approved Uses

1. Except as permitted under Paragraph 4 below, the entire property (Exhibit A) shall be owned by Georgia-Pacific, or a wholly owned subsidiary, which may include but is not limited to its Tomahawk Land Co. subsidiary, or its successors and assigns, for the period of operation of the landfill site and for the post-closure period defined in Section I.A.1. above. It is hereby acknowledged that Georgia-Pacific is a successor and assign of WTMI and as of the date of this Restated and Amended Agreement, has sole ownership through its Tomahawk Land Co. subsidiary of the landfill site. The future transfer of any part of the property shall comply with the "transference of responsibility" provisions of Section 289.46, Wis. Stats., and with the proof of financial responsibility requirements of Section 289.41, Wis. Stats., so as to ensure the availability of funds for compliance with the closure and long-term care requirements set forth in the Plan of Operation in addition to all other requirements of this Agreement. Any such transferees of ownership of the landfill and future operators of the landfill also shall be subject to the provisions of this Agreement, and shall sign an acknowledgement to that effect on a form subject to the reasonable approval of the Town of Vinland. This Restated and Amended Agreement is intended to allow Georgia-Pacific to operate the landfill owned by its subsidiary, Tomahawk Land Co., as provided herein. References throughout this agreement to Georgia-Pacific shall include, as appropriate, Tomahawk Land Co.

2. No person other than Georgia-Pacific (unless authorized by the Town of Vinland by separate contract) may dispose of any waste materials at the landfill site, other than those created by operations at the following locations:

A. Paper mill sludge and/or boiler ash generated at the Green Bay, Wisconsin mills of Georgia-Pacific or any of its subsidiaries located at:

- i. 1919 S. Broadway, Green Bay, Wisconsin
- ii. 500 Day St., Green Bay, Wisconsin

B. Nothing herein shall prohibit the beneficial reuse of reclaimed materials as construction materials at the site, whether classified as waste material or not, that is used or may be used in furtherance of the construction, capping, or closure of one or more of the landfill structures, in accordance with the design plan approved by the DNR.

3. Georgia-Pacific at all times shall retain at the property sufficient topsoil for closure purposes which may be excavated from any area of the property during operation of the landfill. That part of the property not used for site operations, including storage of cover material, shall be used for no commercial purpose other than agriculture. Any topsoil and other soils excavated from any area of the property in excess of that reasonably necessary to use for berms required under this Agreement, or landfill closure purposes, may be removed from the site by Georgia-Pacific.

4. Georgia-Pacific, its successors or assigns shall provide thirty (30) days written notice to the Town of Vinland prior to selling or transferring any part of the property (Exhibit A) to a third party for a use other

than operating the landfill pursuant to the terms of this Agreement or an agricultural use. The Town shall have the right to require, as a condition of such transfer, that the transferred parcel be rezoned to a zoning category which is compatible with the then existing surrounding properties and the land use plans of the Town of Vinland. The grant or denial of rezoning for any such parcel rests in the discretion of the Town of Vinland in accordance with then existing criteria for rezoning as applicable under Town zoning ordinances.

II. Local Approvals

A. The Town of Vinland had accepted and approved requests by WTMI for all necessary zoning changes and other required approvals under applicable ordinances for the construction and operation of the Landfill together with necessary ancillary or related uses (e.g., operator's building) and access roads to the Landfill, in the 1996 Agreement. For purposes of this Agreement, the Town of Vinland Board of Supervisors has accepted and approved requests by Georgia-Pacific for a conditional use permit for operation of the landfill following hearings and determinations which approved the requests of Georgia-Pacific.

B. The local Siting Committee acknowledges that this Agreement resolves to its reasonable satisfaction, under the restrictions and limitations imposed by Wisconsin Statutes § 289.33(8), et seq., the issues open to it for negotiation with Georgia-Pacific, based upon the facts and other information reasonably available to the Committee, or provided to it by affected residents of the Town.



### III. Site Operation

A. General. The provisions under this section shall apply continuously from the commencement date of this agreement until Georgia-Pacific and/or its successors and assigns are released from further responsibility including all periods of construction, operations, closure, and post-closure of the landfill.

1. Normal hours of operation for receiving waste materials from operations of Georgia-Pacific's Green Bay Mills and operating disposal-related equipment at the site are from 6:30 A.M. to 5:30 P.M.

2. The landfill may normally be operated from Monday through Saturday each week.

3. The site shall normally be closed on July 4, Thanksgiving Day, and December 24 or December 25.

4. Georgia-Pacific will in good faith make every effort to schedule its operations to avoid operation at the landfill outside of the normal days and times referenced in Paragraphs 1 and 2, above. However, Georgia-Pacific reserves the right to operate the landfill site beyond normal operating days and times as the operating needs of the mill in good faith occasionally require or as emergency situations may require. Examples of emergency situations include, but are not limited to, equipment failures (e.g., sludge presses, conveyor system, hoppers, trucks, general power failures) and acts of God (e.g., a blizzard), which may necessitate the removal and disposal of waste material outside of the normal operating days and times. If and when the landfill is "operated beyond the normal

operating days and times" as referenced above, Georgia-Pacific will make every effort to limit such operations to the arrival and unloading of trucks only, and will confine other landfill operations (such as earth-moving and covering) to normal operating days and times. Georgia-Pacific agrees to notify the Town Chairman when any operations under this section are necessary, and to provide the Monitoring Committee with records at least quarterly concerning any operations outside of normal days and times.

5. All sludge and ash material deposited in the site shall be covered as necessary with cover material sufficient, in terms of amount and frequency of application, to maintain a clean and orderly site, to prevent migration of offensive odors beyond the site boundaries, and to prevent offensive quantities of windblown and other airborne materials escaping this site, in addition to any other covering, capping, or containment requirements by the DNR under state law.

6. In addition to the periodic testing which is required by DNR under the NR 500 regulations, the Town may, for reasonable cause, request Georgia-Pacific to conduct additional sludge and/or ash sampling and testing, or the Town may conduct such sampling and testing itself, in accordance with the provisions of paragraph III.D.4, below. Georgia-Pacific shall grant any such reasonable request by the Town. Georgia-Pacific shall reimburse the Town for all reasonable professional engineering testing, analysis and reporting regarding these tests if and only if the Town's engineering, testing or analysis uncovers

material errors or omissions in the testing and information which caused DNR to change its requirements for the owner or operator of the landfill.

7. Georgia-Pacific shall prepare and maintain accurate records of the composition and type of its sludge and ash material deposited in the site. It shall notify the Town of any and all proposed or actual significant changes in such composition or type. Any such significant change, affecting the health, safety, or general welfare of Town residents, or otherwise causing a substantial and material risk of, or actual, environmental harm, shall permit the Town to request renegotiation of the terms of this Agreement which are affected by the change in composition of these materials. Both parties shall negotiate in good faith. Georgia-Pacific shall stop making deposits of sludge or ash of any potentially harmful change in composition, until such renegotiations are complete. The Town is also permitted to participate in and review any proceedings required by the Wisconsin DNR regarding modifications to the Plan of Operation or other DNR approvals for the landfill. This provision is not intended to grant any additional review rights to the parties beyond those already provided for under applicable state law and regulations.

8. Excavation, construction, and other operations at the site shall be accomplished so that there is no environmentally significant de-watering or contamination of wetlands, either on or off the landfill site, during such activities and as otherwise required by the DNR under state law.

9. Deposit cells shall be constructed and operated as required under this agreement and as approved and required by the DNR under state law

and as provided in any DNR-approved Plan of Operation, or approved amendment thereto, applicable to the site.

10. A leachate monitoring system for the leachate collection system will conform to DNR's regulations governing Solid Waste Management, as set forth in Chapter NR 500 of the Wisconsin Administrative Code, and any applicable federal regulations (hereinafter collectively referred to as the "NR 500 Regulations").

11. Georgia-Pacific will monitor the leachate collected in the leachate collection system and, to the extent required by the DNR-approved Plan of Operation, as modified. The collected leachate will be sampled and tested from each leachate collection tank location for volume and leachate quality at a frequency and for the parameters required by DNR's NR 500 Regulations. If required, lysimeters will be installed where specified in the DNR-approved Plan of Operation, or any approved Plan of Operations Modification and will also be monitored for quantity and quality of leachate at a frequency and for the parameters required by DNR's NR 500 Regulations.

11a. Sampling and testing of leachate from sludge and ash deposit cells shall be undertaken as provided in the facility's Plan of Operation, as amended. The Town may also conduct its own tests subject to the same requirements and conditions set forth in paragraph III.D.4, below. The reports of such tests shall be provided to the Town of Vinland. If and only if the Town's engineering analysis uncovers material errors or omissions in these submissions to

DNR, then Georgia-Pacific shall reimburse the Town for 100% of such reasonable professional fees.

12. A leachate monitoring system shall be installed and maintained in accordance with the detail set forth in the Plan of Operation, as the same hereafter may be amended with the approval of the Department.

13. Georgia-Pacific shall give written notification to the Town of Vinland of the location of discharge and/or treatment of all leachate collected at the landfill. Georgia-Pacific shall have stand-by arrangements and agreements with a qualified party approved by the DNR for leachate disposal, and provide a copy of any such agreements to the Town. A written copy of all standby agreements for disposal of leachate shall be provided to the Town prior to commencement of making deposits of sludge and ash at the landfill. Thereafter, all renewals, amendments, and substitutions of such agreements shall be provided to the Town of Vinland when made.

14. WTMI prepared and submitted an ambient gas monitoring plan to DNR as required by DNR's NR 500 Regulations, and Georgia-Pacific will comply with any applicable DNR requirements in connection therewith.

15. Prior to depositing any sludge or ash at the landfill, there shall be created an odor control committee, comprised of three designees of Georgia-Pacific and three residents of the Town. The Town residents on this committee shall be appointed by the Town Board. It shall investigate any odor complaints made by any person, and Georgia-Pacific shall implement the reasonable recommendations of the committee for odor control at the landfill site,

and elimination of odors migrating beyond the boundaries of the site, which measures shall be subject to DNR approval if required by law.

15a. As specified herein, Georgia-Pacific shall comply with all reasonable noise control measures as requested by the Town of Vinland. In no event shall decibel readings created by disposal operations (but not including construction and closing / capping activities) at the site exceed average decibel readings of 65 decibels averaged over any one hour interval, at the north property line of the site excluding (i) the public road entrance to the site where such noise is caused by vehicle travel and (ii) noise caused by required safety devices such as warning signals emanating from backing of trucks.

15b. The landfill site shall be operated and maintained in such manner so as to not adversely effect air quality. In this regard all landfill construction, maintenance, operations, closure, and post-closure maintenance shall be conducted in a manner to prevent dust, dirt, litter, debris, and other offensive ground and airborne objects or particles, from blowing or otherwise migrating beyond the property line of the landfill site.

16. A gas venting system shall be installed in accordance with DNR's NR 500 Regulations for any disposal cell required by such regulations to have gas venting. The design of this system shall be subject to the approval of the DNR under state law, and shall provide for future compatibility with active gas venting if required. The system will be designed to facilitate collection of gas if feasible.

17. Outdoor security and other lighting shall be installed and maintained on the property as required and approved by the DNR and as reasonably required and approved by the Town, which reasonable requirements and approval shall be limited to health and safety issues and which lighting shall not be offensive to or intrusive upon owners of adjacent property.

18. When not in use, all vehicles and equipment shall be stored or maintained within the site and as close to the active or proposed fill area of the landfill as is practicable. Any more than a total of three pieces of heavy equipment shall further be screened from view from Town roads and residential dwellings, excluding and excepting such machines on site during construction, capping, and closure of the landfill, and also excluding trucks traveling to and from the site for depositing waste material during landfill operations.

19. Improvements such as offices and toilets shall be installed as close to the active or proposed fill area of the landfill as is practicable.

20. All construction maintenance and operations at the site shall be conducted in such a manner so as to prevent any public nuisance or private nuisance from occurring as a result of construction, operations, or maintenance, closure, and post-closure of the landfill including by not limited to nuisances associated with the pollution of air, surface water, and ground water.

21. At no time shall Georgia-Pacific allow or permit the deposit, disposal or treatment of any hazardous waste at the site

22. Georgia-Pacific shall assume all responsibility to employ and retain at the landfill site appropriate and necessary employees, personnel,

and/or equipment to provide and maintain reasonable and customary security for the purpose of providing reasonable prevention of physical access by unauthorized parties to the landfill site.

23. A Stormwater Management plan shall be designed and implemented for all sludge and ash deposit cells to prevent stormwater runoff containing any contaminants from landfill deposits from leaving the boundaries of the landfill site engineered to protect against such stormwater runoff in accordance with applicable laws, regulations, and codes.

24. Georgia-Pacific shall remove and clean all sludge, ash, and related liquids dumped, leaked, seeped, or otherwise spilled or flowing anywhere within the Town, which dumps, leaks, seepages, flowage, and spills result from trucks and other vehicles transporting to and exiting from the landfill site, and/or from the operations at the site. Additionally all roads utilized for the landfill operation shall be kept free from dirt, debris, litter, mud, clay, sludge, and ash by trucks and/or heavy equipment operated in connection with the landfill site.

B. Roads and Trucks.

1. The only routes permitted by trucks traveling to the landfill site, or returning from the landfill site, is (1) Hwy. 10 to Hwy. 76 to G; and (2) Hwy. 41 to Hwy. 76 to Cty. Rd. G. However, in the event of officially imposed detours on those highways, an appropriate re-route will be agreed upon by the parties to this Agreement which will consider the strengths of Town roads and the convenience and safety of Town residents.

2. Except as otherwise provided by this section, no Town Highways (including Highway 41 frontage roads) may be used for the passage of



trucks or the transportation of any equipment or waste material. In the event of officially imposed detours on Highways 41 and 76, no re-route shall include any Highway 41 frontage road or other Town road unless the road bed and surface have the strength and capacity for the proposed use.

3. Only one driveway access to the site will be permitted, and this shall be located as close to the east end of the site as is feasible. This driveway and any interior road shall be maintained in as dust free a manner as is feasible. If Highway 41 or 76 are detoured so as to make the use of the regular access infeasible or impossible, a temporary access and gate to the site may be used until such detour is ended. Georgia-Pacific will consult with the Town about the location of such temporary access and in all events Georgia-Pacific shall act reasonably to avoid inconvenience to residents of the Town.

4. The number of individual trucks hauling waste for disposal at the site shall not exceed 125 round trips per day.

5. Appropriate traffic control signs will be maintained at the access driveway, and wherever else caution or warning signs are deemed necessary by the Town, at the expense of Georgia-Pacific.

6. Trucks shall be maintained and operated in accordance with state requirements applicable to the transportation of materials permitted for disposal at the site, in accordance with Section NR 502.06(6)(d) of the Wisconsin Administrative Code or any successor provision thereto. Section NR 502.06(6)(d) currently provides:

"Vehicles or containers used for the collection or transportation of solid waste shall be loaded and moved in such a manner that the

contents will not fall, spill or leak therefrom. Covers shall be provided, as necessary, to prevent littering and spillage. If spillage does occur the operator shall immediately return spilled materials to the vehicle and shall properly clean the spill area.”

C. Fencing, Berms, and Landscaping

1. The property shall be fenced with a woven wire (commonly referred to as chain link) fence at least 4 feet in height which meets State highway specifications.

2. All fencing shall have gates, with locks, at all access points. Keys to such gates will be provided to the Town for use in an emergency situation, in care of the Town Clerk.

3. Appropriate landfill signs shall be posted by Georgia-Pacific as required under applicable state law or regulation in order to warn others of the presence of a landfill on the property.

4. The property shall be planted for visual screening in accordance with this Agreement to the extent required by the Wisconsin DNR in the prior Feasibility Report and Plan of Operation, as the same may be hereafter amended with the approval of the DNR. Plantings on the perimeters of the landfill site and on all berms shall be of sufficient density, variety and height to provide a more natural appearance and to reduce any potential noise and dust from the access roads. Additional plantings shall be made from time to time during the operation at the site and the period of post closure maintenance as required by damage or other natural deterioration to the plantings on the perimeter of the site and on all berms.

5. Earth berms for visual screening and retention of surface water runoff shall be planted with a suitable perennial ground cover. Earth berms shall be constructed to a height of not less than 15 feet above ground level surrounding the landfill deposit cells and also surrounding all vehicles, equipment, soils, materials, and other storage areas so that all such areas are not visible from public roads surrounding, and nearest to, the site. All such berms shall be landscaped and planted with a mixture of evergreen trees and/or shrubs to the same extent and for the same purposes of paragraph 4 above. Perennial groundcover shall be planted for aesthetic purposes to prevent erosion.

6. All parts of the site after closure shall be planted with ground cover and, if allowed by applicable DNR rules, trees, and/or shrubs, to fulfill the purposes described in paragraph 4 above.

D. Municipal Services/Access

1. The Town shall not be obligated to employ any additional or specialized personnel, or to incur any extra expense to combat fire or other hazards which may occur at or originate from the site.

2. If the Town shall incur any additional expense above and beyond services normally provided by the Town to industrial residents in responding to any fire or other hazard on or off the site, Georgia-Pacific shall reimburse the Town for all such additional expenses.

3. The Town may establish a Monitoring Committee from time to time to observe construction, operations, closure and post closure maintenance, at the site for purpose of assuring compliance with the DNR-

approved Plan of Operation, and this Agreement, and Georgia-Pacific shall reimburse the Town at the rate of \$2,000.00 per each year that the Town has a monitoring committee in place. This \$2,000.00 amount shall be subject to annual increases equivalent to the percentage increases in the Consumer Price Index, from the preceding year, measured annually from the effective date of this Agreement, invoiced and payable on February 1<sup>st</sup> each year that the Monitoring Committee meets and this Agreement remains in effect; indexing as provided herein shall begin in the first year after construction commences in accordance with this Agreement.

4. The Town Board and its agents are granted access to the site, including ingress and egress, for inspection and testing of the landfill site for purposes of assuring compliance with this Agreement, the approved Plan of Operation, and federal, state, and local laws and regulations. Access will be granted subject to the following provisions:

(a) a minimum of two (2) business days advance written notice is given to Georgia-Pacific, unless more prompt access is necessitated due to an emergency affecting health or safety, in which case access shall be granted as quickly as possible upon verbal request by Town representatives to representatives of Georgia-Pacific;

(b) all testing is done in consultation with site operator and in a manner that does no harm to structural integrity of control features;

(c) All site access and testing is done in compliance with company environmental health and safety training and experience requirements and personnel are accompanied by an authorized company representative;

(d) Access and testing does not unreasonably disrupt operations at the facility;

(e) The Town will utilize certified laboratories and established / appropriate test methods for the parameters being analyzed;

(f) Except as otherwise specifically provided herein, all testing by the Town, and professional consulting for the Town, occurs at Town expense; and

(g) The Town provides opportunity to split samples with Georgia-Pacific.

5. Georgia-Pacific will provide to the Town copies of all correspondence, engineering plans and reports, data submittals, and other communications that it sends to the Department of Natural Resources by sending the same to the Town Clerk by regular mail, or other electronic or physical delivery means.

E. Public Health Protection

1. Groundwater Protection

(a) Groundwater monitoring wells shall be constructed and maintained between the filling area of the landfill site and all private wells, in accordance with WTMI's Feasibility Report and Plan of Operation, including any Plan of Operation Modifications submitted by Georgia-Pacific and approved by

DNR, and DNR's NR 500 Regulations. It should be noted that the monitoring wells circling the landfill site will be the first warning system for surrounding private well owners for identifying any contamination which may be caused either in whole or in part by the landfill. All private wells (except for two wells on Georgia-Pacific's property) are outside of the DNR regulated distance of 1200 feet of the filling area and are not required by DNR to be monitored for compliance with the NR 500 regulations.

(b) Pursuant to the 1996 Agreement, Wisconsin Tissue tested private wells as listed in Exhibit B to that Agreement. The testing was conducted for Indicator Parameters in List 1 and for Public Health and Welfare Parameters in List 2, as set forth below, at the frequencies provided for in Exhibit B.

- (1) Indicator Parameters List 1: Color, odor, and turbidity at the time of sampling; field pH and field conductivity (corrected to 25° C); alkalinity; chemical oxygen demand; chloride, hardness, dissolved iron, and sulfate.
- (2) Public Health and Welfare Parameters List 2: Arsenic; barium, cadmium, chromium; copper; fluoride; lead; dissolved manganese; mercury; nitrate + nitrite (as N); total Kjeldahl nitrogen; selenium; silver; sodium; total dissolved solids; zinc; and total organic halogen.

The above-referenced protocol established an adequate baseline for future comparisons. In the event of identification of any significant contamination in one of the on-site monitoring wells caused either in whole or in part by the landfill, Georgia-Pacific will test appropriate wells identified in Exhibit B, after

consultations with the Town, individual private well owner(s) and the appropriate state or local regulatory agencies.

(c) Water levels have been ascertained from on-site monitoring wells in accordance with DNR's NR 500 Regulations, and shall be tested for all new wells since 1996 listed on Exhibit "B" attached.

2. Background water quality monitoring was completed in accordance with plans approved by DNR as required by the Department's NR 500 Regulations, and shall be repeated for all new wells since 1996 listed on Exhibit "B" attached.

3. A continuing water quality monitoring system shall be installed and maintained in accordance with plans approved by DNR as required by the Department's NR 500 Regulations.

4. Georgia-Pacific shall prepare a remedial action plan to be implemented in the event of any groundwater contamination in or around the landfill site which is caused in whole or in part by the operation of the landfill, and a copy of such remedial action plan shall be provided to the Town for engineering review prior to implementation. Georgia-Pacific shall reimburse the Town for reasonable engineering costs associated with review and approval of this remedial action plan, if and only if the Town's engineering analysis uncovers material errors or omissions in the remedial action plan which causes DNR to change its requirements for the owner or operator of the landfill.

5. All testing of private wells, and groundwater monitoring wells, shall be performed by one or more reputable firms certified by the DNR,

and shall be paid for by Georgia-Pacific. All test results shall be reported in writing and copies shall be furnished to the Town and to the respective well owners.

6. If at any time any private well shall indicate that a pollutant, contaminant or impurity listed in paragraph III.E.1.(b)(1)-(2), above, or other pollutant originating from the landfill, is present which pollutant, contaminant or impurity may be caused, either in whole or in part, by the operation of the landfill and which may make the water from such well unsuitable or unsafe for human or other use or consumption as defined by applicable state groundwater or drinking water standards, or other reasonable, generally accepted standards for human usage and consumption there shall be transported and furnished to the owners and occupants of the property affected such amounts of usable and/or drinkable water at such frequencies and for such duration of time so as to meet the reasonable needs of the persons whose wells have been affected. As an alternative, a new cased well, meeting applicable groundwater and drinking water standards, may be provided to the property affected. Parties eligible for financial assistance from the State of Wisconsin for the replacement of private water supplies shall cooperate in making application for such funds. Georgia-Pacific shall pay for all costs of providing interim water supplies or replacement wells which are not covered or paid for by the State financial assistance program.

7. If at any time an existing well listed in Exhibit B shall have its water source or aquifer lowered or reduced as a result of operation of the landfill site so that such well is no longer usable for its intended purposes, a new



cased well, free of pollution, contamination or impurity, shall be provided to the property affected. All costs of providing such wells shall be paid by Georgia-Pacific.

8. Nothing in this Agreement affects any potential tort liability that Georgia-Pacific may have, or impair Georgia-Pacific's rights to defend any tort claims that may arise, as a result of acts or omissions in connection with the existence, operations, maintenance, closure, or post-closure events associated with the landfill.

IV. Compensation for Private Property Owners

A. The parties to the 1996 Agreement, pursuant to Section 144.445(8)(b)(1), Wis. Stats., (now 289.33(8)(b)(1)) agreed that compensation should be provided by WTMI to certain owners of private property listed in Exhibit C to the 1996 Agreement for the potential adverse impact which may result from the siting of WTMI's landfill. Since compensation was paid under the 1996 Agreement there are new land owners in the immediate vicinity of the landfill, but it is acknowledged that such land owners are not entitled to compensation based upon the projected renewal of operations as described in this Agreement. Nothing herein prohibits any otherwise eligible current owners from value protection payments under paragraph C. below.

B. WTMI provided a lump-sum, cash payment to each of the persons listed on Exhibit C to the 1996 Agreement and in the amount specified in said Exhibit.

C. Property Value Protection for Residential/Farm Property

In consideration of the potential adverse impact that the landfilling of paper mill sludge and ash may have on neighboring properties, Georgia-Pacific agrees to protect such properties in the event of sale or as provided specifically under this Agreement. Georgia-Pacific agrees to be bound by the provisions of this section in the event any obligations of WTMI remain to be fulfilled after the effective date of this Agreement, as provided below. All references to WTMI in the provisions that follow from the 1996 Agreement shall apply to Georgia-Pacific to the extent not already fulfilled prior to the effective date of this Agreement:

1. To be eligible for fair market value price protection under this section, owners of real estate listed in Exhibit C must place their property on the market with a real estate broker licensed under the laws of the State of Wisconsin or otherwise initiate the appraisal process as provided for in this section. If value protection is involved, prior to such time as the applicable property is offered for sale, the owner must provide WTMI with both the name of the broker with which such real estate is listed and proposed terms of sale. WTMI promptly shall then cause the property to be appraised under Sections 2 and 3 below at its fair market value both (1) as of the day of the appraisal and (2) as of that day but making the sole additional assumption that the North Site landfill project is not present. The difference between the two values, which solely represents the adverse impact on property values, if any, caused by the presence of the Landfill, shall equal the "diminished fair market" value of the property. The real estate appraiser hired by WTMI shall be a state-certified general appraiser with expertise in landfill related real estate and shall work independently of WTMI.

Upon its completion, WTMI shall make known the result of the appraisal to the affected property owner. In the event the affected property owner disagrees with the valuation arrived at, he or she shall have a right to obtain an appraisal

valuing the subject property in the same manner as it was valued by the appraiser for WTMI. Any appraiser retained by the affected property owner shall be a state-certified general appraiser with expertise in landfill related real estate and shall work independently of the property owner. The costs for all appraisers under this section shall be paid by WTMI.

2. Computation of Fair Market Value. For purposes of subsection 3(a)-(d), "fair market value" means the value of the property as if the site described herein had not been acquired for use as an industrial landfill. Fair market value shall be established as follows: (1) by a single appraiser under Section 1 if the results were acceptable to both parties or (2) by agreement between the two appraisers retained under Section 1. If the two appraisers retained under Section 1 do not agree, and there is not more than a ten percent (10%) difference in their appraisals, fair market value shall equal three-quarters (3/4) of the difference plus base. However, if there is more than a ten percent (10%) difference in their appraisals, the two appraisers shall promptly pick a third appraiser who shall act as a review appraiser and shall arrive at a determination of fair market value. That determination shall be final and binding on the parties. Diminished fair market value, which is defined in Section 1, shall be established in the same manner as described in this Section.
3. 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 WTMI.
  - (b) The property owner receives an arm's length written offer which is less than the fair market value. The property owner shall notify WTMI of the offer and WTMI may elect to purchase the property at the 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 as determined under subsection 2. In any event, this subsection shall not apply unless the property has been on the market for at least ninety (90) days. The 90-day requirement

can be waived by WTMI if the offer price is at or above the fair market value of the property (determined with the assumption that the landfill is not present).

- (c) At least 180 days expire from the time the property has been continuously exposed to the market for sale and no offers of purchases have been received. At that time, WTMI shall offer either (1) to make a one-time payment equal to the diminished fair market value of the property, or (2) to purchase the property at its fair market value (without the landfill present). WTMI shall not be obligated to purchase the property. The property owner shall not be obligated to accept an offer by WTMI to make a one-time payment equal to the diminished fair market value of the property. Instead, the property owner may continue to offer the property for sale. If and when the property owner receives an arm's length written offer, then subsection 3 (b) shall apply. If the property owner receives no written offer, the owner may notify WTMI that the owner chooses to accept a onetime payment by WTMI equal to the diminished fair market value of the property. WTMI shall then pay that amount to the property owner. After receiving such a payment, the property owner shall retain the right to continue to offer the property for sale, but WTMI would have no obligation to make any further payments to the property owner under this agreement.
- (d) The property owner chooses to sell or otherwise transfer the property (as provided in Paragraph 4(a) of this section) to one other than an arm's length purchaser at a price which is less than the fair market value of the property (determined with the landfill present). Such property owner shall notify WTMI at least thirty (30) days prior to the proposed conveyance. If the property owner seeks compensation under this section, appraisals shall be made as provided for in Section 2. Fair market value shall be determined under Section 2, but the property owner shall only be entitled to payment from WTMI equivalent to the diminished fair market value of the property rather than the difference between the purchase price and the fair

market value price. An "arm's length" offer or transaction means one in which the parties involved are (i) willing buyers/sellers respectively, (ii) acting independently of one another and (iii) acting consistent with the existing real estate marketplace. Regardless of the above definition of "arm's length" offer or transaction, an offer at or above the fair market value of the property (determined without the landfill present) shall be presumed to constitute an arm's length offer or transaction.

- (e) All payments made by WTMI under this section shall be reduced by the amount of any lump-sum cash payment which has previously been paid to the affected property owner under Section IV A. and B. of this Agreement, net of any federal taxes paid by the owner on the receipt of the cash payment (hereinafter, the "net cash payment"). For purposes of applying any applicable reduction, the amount of the net cash payment shall be adjusted annually by a percentage equal to the percentage change (negative or positive) in the Consumer Price Index, Milwaukee urban consumers average, published by the Bureau of Labor Statistics, U.S. Department of Labor (1967=100). In the event of the discontinuation of such index, the most comparable index of an agency of the U.S. Government shall be used. If the net cash payment amount (as adjusted for inflation) exceeds the amount due under this section, then the affected property owner shall receive no additional payment from WTMI under this section, but may retain the full amount of the net cash payment. The property owner must provide proper documentation to WTMI of federal taxes paid in order for the "net cash payment" figure to be used in this section.

4. Applicability of Section C

- (a) Compensation under Section C. shall apply only once for any one parcel of property owned by individuals identified on Exhibit C. Said individuals can sell their property once without invoking this Section and may thereby pass on the right to seek compensation under these provisions to the buyer who shall thereafter be subject to the

remaining provisions of this section. The property also shall be transferable by gift, bequest, inheritance or other transfer not for compensation (i.e. termination of joint tenancy, transfer pursuant to divorce decree, etc.) without invoking this section and thereby pass to a new owner. In the event of a parcel which is subdivided, only that portion which is transferred shall no longer be eligible for further compensation.

- (b) Property owners conveying under this section shall do so by deed or land contract.
- (c) Any person who seeks to obtain fair market value protection under this section shall notify WTMI of his or her intention to sell such property at least ten (10) working days before offering such property for sale.
- (d) With the consent of WTMI, which consent shall not be unreasonably withheld, the property owner may initiate the appraisal process set forth in Section C before listing the property for sale. Also, the property owner may choose not to list the property after obtaining an appraisal, or to withdraw the property from the marketplace at any time, without prejudicing his ability to obtain property value protection under Section C. In addition, if the appraisal process establishes that there is a diminished fair market value for the property caused by the existence of the landfill which exceeds any net cash payment previously received by the owner under this Agreement, Wisconsin Tissue shall provide additional compensation to said owner, subject to Paragraph 3(e) of this Section. This particular option cannot be invoked by a property owner prior to the first anniversary date of the commencement of actual operations and waste filling at the landfill. In any event, the property owner shall not be entitled to invoke the appraisal process described in subparagraph (a) and this subparagraph any more than one (1) time.

V. Payments to the Town of Vinland.

Georgia-Pacific shall pay the following:

A. All reasonable expenses, to the extent allowed by Wisconsin Statute sec. 289.33(8)(b)1m, incurred for legal, engineering, other expert advice costs and additional municipal expenses incurred by the Town of Vinland (payment of which has been made to the Town and receipt of which is hereby acknowledged).

B. Georgia-Pacific agrees to reimburse the Town of Vinland the reasonable fees and expenses incurred for legal, engineering, other expert advice and for actual meeting expenses up to a total amount not to exceed Twenty-five Thousand Dollars (\$25,000) during or following the last year of operation of the site, to the extent such costs are actually incurred by the Town in the closing of the site (also including, but not limited to, the per diem costs of the Town Board, Town Clerk, Board of Appeals, Plan Commission and Monitoring Committee). Said payment shall be made to the Town within thirty (30) days after receipt of an invoice by Georgia-Pacific. Georgia-Pacific reserves the right to request and obtain itemization and justification of such costs in reasonable detail prior to payment of any monies hereunder to the Town. Such itemization may include, but necessarily be limited to, the names of the persons who performed the work, the rate of each such person, the days worked and the number of hours per day, and a description of the services performed for each time period. This payment is in addition to any other compensation payable to the Town under this Agreement.

C. Georgia-Pacific shall pay to the Town of Vinland a sum of \$3,900.00 per quarter [an annual fee of \$ 15,600.00] beginning upon the effective date of this Agreement and lasting until active filling of sludge and ash

commences. Upon commencement of sludge and/or ash filling, these quarterly payments will terminate and be replaced by those payments set forth in paragraph G. below. The quarterly payments shall be payable within thirty (30) days after the end of each calendar year quarter.

D. The amounts provided for in the above paragraph C, and paragraph H, below, shall be adjusted annually by a percentage equal to the percentage of change (negative or positive) in the Consumer Price Index, Milwaukee urban consumers average, published by the Bureau of Labor Statistics, U.S. Department of Labor (1967 = 100). In the event of discontinuation of such index, the most nearly comparable index of an agency of the U.S. government shall be used. The base month of computation shall be the month of December 2004 for purposes of paragraph C, and the month of December during the calendar year in which landfilling of sludge or ash at the site commence for payments under paragraph H, and the adjustment month shall be December of each year thereafter, with the new amount determined thereby to be applicable in the following calendar year.

E. WTMI paid to the Town of Vinland an amount of \$60,000 as required under Section 4.6 of the Town of Vinland Zoning Ordinance which deals with petitions for amendments to the Town of Vinland Zoning Ordinance pertaining to Landfill and other M-3 uses.

F. As compensation to the Town of Vinland for the potential, general economic impact to the Town regarding the landfill project and the potential for the Town being obligated to acquire additional machinery or equipment to meet



any municipal service requirements connected with the new landfill, WTMI made a one-time cash payment of \$75,000 to the Town of Vinland pursuant to the 1996 Agreement.

G. Upon execution of this Agreement by Georgia-Pacific and the Town, Georgia-Pacific shall pay the sum of \$150,000 in three installments, separately invoiced to Georgia-Pacific by the Town, and due as follows:

- i. February 1, 2005 - \$50,000
- ii. March 1, 2005 - \$50,000
- iii. April 1, 2005 - \$50,000

H. Upon commencement of making deposits of sludge and/or ash at the landfill, Georgia-Pacific shall pay the Town calendar quarterly payments of \$12,500 per quarter (subject to annual CPI increases as set forth in paragraph D above) as a host community fee for so long as Georgia-Pacific, or its successors and assigns continue making deposits of sludge and ash at the landfill. Such payments shall be invoiced within 30 days of the end of each preceding calendar quarter and paid within 30 days of such invoice.

I. All sums invoiced under Items B, C, G & H., above, shall bear interest at the greater of 12% per annum or 1% per annum more than the best commercial rate then obtainable from time to time at the ASSOCIATED BANK, N.A., Neenah, WI, if not paid more than 30 days after they become due. Any costs or expenses incurred by the Town or any owner or occupant of property in collecting any such sums due under this Agreement shall be paid promptly by Georgia-Pacific.

J. Nothing in this Agreement shall bar any claim for indemnity which the Town may have against Georgia-Pacific under existing or future law, nor shall Georgia-Pacific's right to defend against any such claim, under existing or future law, be impaired in any way by this Agreement, as a result of acts or omissions in connection with the existence, operations, maintenance, closure, or post closure events associated with the landfill.

VI. Monitoring and Security Provisions

A. Monitoring Committee. To the extent the Town lawfully delegates its authority and responsibility to monitor the construction, operation and closing, and post-closing maintenance of the site to a Monitoring Committee, Georgia-Pacific shall recognize such Committee as an agency of the Town and shall extend to the Committee all privileges otherwise granted to the Town by this Agreement or by Statute or administrative rule.

B. Security. At all times during operation and for a period of 40 years after closing of the site or until DNR releases Georgia-Pacific from post-closure obligations at the site, whichever is longer, Georgia-Pacific, its successors and assigns shall comply with the proof of financial responsibility requirements established under Section 289.41, Wis. Stats. The Town of Vinland shall, with the permission of the Wisconsin DNR, be referenced as an additional party-in-interest on documents executed by Georgia-Pacific to satisfy the proof of financial responsibility requirements under State law.

## VII. Enforcement

A. Joint and Several Liability. Georgia-Pacific, and the owner of the land, and any other operator of the landfill operating the landfill pursuant to a contract, subcontract, or under other contractual arrangement, shall during all times it is bound by this agreement be jointly and severally responsible and liable for all financial obligations incurred by its contractors, subcontractors, or others acting under other contractual arrangement, resulting pursuant to this Agreement.

B. Contract Enforcement. The Town of Vinland in writing may commence legal actions for enforcement of the obligations under this Agreement against Georgia-Pacific, the landowner of the site, or any one or more past or present operators of the landfill, seeking affirmative or negative injunctive relief, monetary damages, action for specific performance, nuisance abatement or any other such remedy as may be deemed appropriate. The prevailing party may be entitled to the reasonable costs of investigation, including reasonable fees of experts and attorneys in connection with successful enforcement or defense, by either settlement or court decree, of any such action.

C. Venue. Unless applicable laws mandate the filing of an action in a different location, the parties agree that any action commenced by either party to enforce the terms of this agreement shall be filed in the Circuit Court for Winnebago County, or if governed by federal law, in the Green Bay Branch of the U.S. District Court for the Eastern District of Wisconsin, or such other jurisdiction where venue is mandated by law.

D. Municipal Ordinances. In addition to any other remedy herein it is further acknowledged and agreed that during the time it is bound by this Agreement, Georgia-Pacific and any other party jointly and severally liable with Georgia-Pacific shall be responsible to the Town of Vinland for any forfeitures and or penalties imposed under any present or future ordinances adopted by the Town of Vinland applicable to Georgia-Pacific. However, nothing herein limits Georgia-Pacific's right to defend against the imposition of such forfeitures or penalties.

E. Violations. Georgia-Pacific shall be deemed in violation of this Agreement and subject to enforcement proceedings for violation of any contractual provisions herein and further for violation of any Town ordinance, which laws or ordinances apply directly or indirectly to the landfill site, its owners or operators, or activities conducted, or which should have been conducted, in connection with the landfill site.

#### VIII. Miscellaneous Provisions

A. Headings. Titles to paragraphs herein are for informational purposes only, except where necessary to obtain an understanding of the contents of the paragraph.

B. Succession. Each item of this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties to this Agreement, pursuant to Section 289.33(11), Wis. Stats.

C. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin and applicable federal laws.

D. Notices. Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be sent (to the persons named below or their designated successors) by certified mail to Georgia-Pacific at:

Richard F. Jones, P.E.  
Georgia-Pacific Corporation  
1919 S. Broadway  
Green Bay, WI 54307-9120

with a copy to:

J. Michael Davis  
Law Department  
Georgia-Pacific Corporation  
133 Peachtree St., N.E.  
P.O. Box 105605  
Atlanta, GA 30348-5605

and to the Town of Vinland at:

Town of Vinland  
c/o Shirley M. Brazee, Clerk  
6085 Cty. Rd. T  
Oshkosh, WI 54904

Either party may designate a successor for receiving notice by sending the other party's designee a written notification to that effect.

E. Modification. This Agreement constitutes the entire understanding of the parties hereto and no changes, amendments or alterations shall be effective

unless signed by both parties. Decisions on any amendments shall be made by the governing body of the Town of Vinland.

F. Waiver. A waiver by the other party of a breach or failure to perform shall not constitute a waiver of any subsequent breach or failure.

G. Provisions Severable. If any provision of this Agreement shall be finally held or declared by a Court of competent jurisdiction, including any appellate court decision thereon, to be invalid, illegal or unenforceable under any law applicable thereto, such provision shall be deemed deleted from this Agreement without impairing or prejudicing the validity, legality or enforceability of the remaining provisions hereof.

H. Force Majeure. No party to this Agreement shall be liable for failure to perform any duty or obligation that said party may have under this Agreement where such failure has been occasioned by any act of God, fire, strike, inevitable accident, war, court order or binding determination of a governmental agency, or cause outside the reasonable control of the party which has the duty to perform.

Georgia-Pacific Corp.


By: 

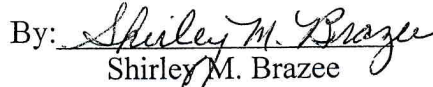
Russell D. McCollister\*  
Senior Vice-President

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\* Signing on behalf of both Georgia-Pacific Corp. and as authorized representative of its wholly owned subsidiary, Tomahawk Land Co.

TOWN OF VINLAND

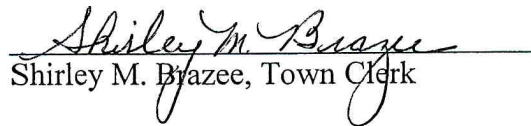
By:   
Raymond Batley  
Chairman of Town Board

By:   
Shirley M. Brazee  
Town Clerk

Certification

STATE OF WISCONSIN            )  
  ) ss  
COUNTY OF WINNEBAGO        )

I, Shirley M. Brazee, Clerk of the Town of Vinland, do hereby certify that the attached Agreement between Georgia-Pacific and the Town of Vinland was adopted and approved by the Town Board of the Town of Vinland at a meeting which was held on December 20, 2004.

  
Shirley M. Brazee, Town Clerk

## LIST OF EXHIBITS

1. **Exhibit A**, legal description of the subject property, page 1, last paragraph; page 2, 2<sup>nd</sup> paragraph from top; page 6 paragraph B; page 7
2. **Exhibit B**, testing of private wells, page 22, paragraph (b) and last paragraph on page; page 23, paragraph 2.
3. **Exhibit C**, owners of private property, page 25, paragraphs A and B.



## LIST OF EXHIBITS

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3. **Exhibit C**, owners of private property, page 25, paragraphs A and B.

**Legal Description**  
**North Site Landfill Property**  
**Wisconsin Tissue Mills**

**DESCRIPTION:**

ALL OF THE NORTHEAST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$ , SOUTHEAST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$ , NORTHEAST  $\frac{1}{4}$  OF THE SOUTHWEST  $\frac{1}{4}$ , NORTHWEST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$ , SOUTHWEST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$ , SECTION 11. AND, ALL OF THE NORTHEAST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$ , SOUTHEAST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$ , AND PART OF THE NORTHEAST  $\frac{1}{4}$  OF THE SOUTHEAST  $\frac{1}{4}$ , NORTHWEST  $\frac{1}{4}$  OF THE SOUTHEAST  $\frac{1}{4}$ , SOUTHWEST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$ , AND NORTHWEST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$ , SECTION 10. T.19N.-R.16E. TOWN OF VINLAND, WIINEBAGO COUNTY, WISCONSIN.

**DESCRIBED AS:**

BEGINNING AT THE NORTH  $\frac{1}{4}$  OF SECTION 11; THENCE SOUTH 0°06'22" WEST 2656.12 FEET TO THE CENTER OF SECTION 11; THENCE SOUTH 0°03'10" EAST 1313.83 FEET TO THE SOUTH LINE OF THE NE-SW; THENCE ALONG SAID LINE SOUTH 88°56'40" WEST 1312.09 FEET TO THE WEST LINE OF THE NE-SW; THENCE ALONG SAID LINE NORTH 0°02'07" EAST 1317.14 FEET TO THE SOUTH LINE OF THE SW-NW; THENCE SOUTH 89°05'14" WEST 1310.01 FEET TO THE WEST  $\frac{1}{4}$  OF SECTION 11; THENCE SOUTH 0°07'23" WEST 879.95 FEET; THENCE SOUTH 89°07'48" WEST 1973.71 FEET; THENCE NORTH 0°06'25" EAST 879.95 FEET; THENCE NORTH 0°04'58" EAST 2639.84 FEET TO THE NORTH LINE OF THE NW-NE. SECTION 10; THENCE ALONG SAID LINE NORTH 89°04'54" EAST 1975.89 FEET TO THE NE CORNER OF SECTION 10; THENCE NORTH 88°46'04" EAST 2619.50 FEET TO THE POINT OF BEGINNING AND CONTAINING 358.429 ACRES.

Exhibit B

PRIVATE WELL TESTING PROTOCOL

GROUP A - Private Well Owners with wells 1200 to 1300 ft. from the filling area of the landfill:

- G. Jacoby (Parcel No. 66)
- S. Brazee (Parcel No. 39)
- J. Maxwell (Parcel No. 40-1)
- E. Maxwell (Parcel No. 40)
- R. Erdman (Parcel No. 241)
- D. Eake (Parcel No. 67-3)
- G. Dobberke (Parcel No. 251)

GROUP B - Private Well Owners with wells 1300 ft. to 2700 ft. from the filling area of the landfill:

- J. Abhold (Parcel No. 243-1)
- V. Abhold (Parcel No. 243)
- V. Wiese (Parcel No. 254)
- W. Rosenthal (Parcel No. 250)
- K. Wiesner (Parcel No. 237)
- E. Baugrud (Parcel No. 310-1)
- G. Wiese (Parcel No. 255-1)
- M. Pahlow (Parcel No. 308-2)
- D. Kortz (Parcel No. 44-1)
- A. Garvens (Parcel No. 240)

Schedule for Testing

Time Period	Group A (between 1200-1300 ft.)	Group B (between 1300-2700 ft.)
Prior to waste disposal at the North Site:	List 1 - Eight (8) Rounds List 2 - Four (4) Rounds	List 1 - Eight (8) Rounds List 2 - Two (2) Rounds

PROPERTIES RECEIVING COMPENSATION BY OWNER

OWNER	ADDRESS	PARCEL(S)	LEGAL	COMPENSATION PER PARCEL BASED ON EQUALIZED VALUES	TOTAL COMPENSATION AMOUNT
ABHOLD, JACK	6741 U.S. HIGHWAY 45 NEENAH, WI 54956	243-1	Part of SENE Section 11	\$17,810	\$17,810 +VALUE PROTECTION
ABHOLD, VIRGINIA	6721 U.S. HIGHWAY 45 NEENAH, WI 54956	243 252	Part of SENE Section 11 NESE Section 11	\$15,170 \$5,554	\$20,724 +VALUE PROTECTION
BARTLEIN, BONNIE	7091 U.S. HIGHWAY 45 NEENAH, WI 54956	41-1	Part of NESE Section 2	\$1,700	\$1,700 +VALUE PROTECTION
BARTLETT, DON	6264 COUNTY TRK. T OSHKOSH, WI 54904	231	SESW Section 10	\$4,345	\$4,345 +VALUE PROTECTION
BAUGRUD, EDWIN	3293 VINLAND CENTER ROAD NEENAH, WI 54956	310-1	Part of NWNW Section 14	\$5,012	\$5,012 +VALUE PROTECTION
BRAZEE, SHERMAN & SHIRLEY	3270 COUNTY ROAD G NEENAH, WI 54956	38 39 62 62-2 67 67-2 67-5 218 224 225 226 227	NWSW Section 2 SWSW Section 2 Part of NESE Section 3 Part of NESE Section 3 Part of SESE Section 3 Part of SESE Section 3 Part of SESE Section 3 Part of NWNE Section 10 NENW Section 10 NWNW Section 10 SWNW Section 10 SENW Section 10	\$6,943 \$24,833 \$1,769 \$3,682 \$1,061 \$3,007 \$177 \$3,472 \$6,943 \$7,927 \$15,899 \$6,744	\$82,457 +VALUE PROTECTION
CASTILLO, FIDEL	6962 RHYNER ROAD NEENAH, WI 54956	59-2	Part of SWSW Section 3	\$650	\$650 +VALUE PROTECTION
COLLEN, JANE/ ARMSTRONG, BART	6438 COUNTY TRK. A NEENAH, WI 54956	239	Part of NENE Section 11	\$4,500	\$4,500 +VALUE PROTECTION
CONGER, KATHLEEN	1126 S. WESTFIELD STREET OSHKOSH, WI 54901	255-2	Part of SESE Section 11	\$948	\$948 +VALUE PROTECTION

DARKOW, PAULINE	6520 COUNTY TRK T OSHKOSH, WI 54904	230-2	Part of SWSW Section 10	\$2,412	\$2,412	+ VALUE PROTECTION	\$2,412
DOBBERKE, GEORGE & VERNA	3243 VINLAND CENTER ROAD NEENAH, WI 54956	251	SESW Section 11	\$8,707	\$8,707	+ VALUE PROTECTION	\$8,707
EAKE, DANIEL & KAREN	3342 COUNTY ROAD G NEENAH, WI 54956	67-3	Part of SESE Section 3	\$13,994	\$13,994	+ VALUE PROTECTION	\$13,994
ECKLUND & ASSOCIATES, INC.	6991 U. S. HWY 45 NEENAH, WI 54956	41	Part of NESE Section 2	\$28,879	\$28,879	+ VALUE PROTECTION	\$28,879
ERDMANN, ROY, ROGER, & DEAN	3073 COUNTY ROAD G NEENAH, WI 54956	241	NWNE Section 11	\$23,239	\$23,239	+ VALUE PROTECTION	\$23,000
FAHLEY, HAROLD	303 S. 5TH STREET WINNECONNE, WI 54986	242	SWNE Section 11	\$9,761	\$9,761	+ VALUE PROTECTION	\$9,761
FAHRENKRUG, DONALD	3654 VINLAND CENTER ROAD NEENAH, WI 54956	59-1	Part of SWSW Section 3	\$865	\$865	+ VALUE PROTECTION	\$865
FIELDS, STEVEN	3670 VINLAND CENTER ROAD NEENAH, WI 54956	230-4	Part of SWSW Section 10	\$3,308	\$3,308	+ VALUE PROTECTION	\$3,308
GARVENS, ANGELA	520 S. COMMERCIAL STREET NEENAH, WI 54956	230-5	Part of SWSW Section 10	\$5,832	\$5,832	+ VALUE PROTECTION	\$5,832
HEGER, DAVID	734 FOURTH STREET MENASHA, WI 54952	240	Part of NENE Section 11	\$6,500	\$6,500	+ VALUE PROTECTION	\$6,500
JACOBY, GERALD & WILL, LYNN	4198 COUNTY ROAD G OSHKOSH, WI 54904	67-4	Part of SESE Section 3	\$3,060	\$3,060	+ VALUE PROTECTION	\$3,060
KIEL, JAMES & BECKY	7094 RHYNER ROAD NEENAH, WI 54956	67-1	Part of SESE Section 3	\$1,413	\$1,413	+ VALUE PROTECTION	\$1,413
		65	Part of SWSE Section 3	\$1,010	\$1,010	+ VALUE PROTECTION	\$1,010
		65-1	Part of SWSE Section 3	\$2,751	\$2,751	+ VALUE PROTECTION	\$2,751
		66	Part of SWSE Section 3	\$13,401	\$13,401	+ VALUE PROTECTION	\$13,401
		60	Part of SESW Section 3	\$3,028	\$3,028	+ VALUE PROTECTION	\$3,028
		55	Part of NESE Section 3	\$3,887	\$3,887	+ VALUE PROTECTION	\$3,887
		62-1	Part of NESE Section 3	\$1,615	\$1,615	+ VALUE PROTECTION	\$1,615
63	Part of NWSE Section 3	\$1,010	\$1,010	+ VALUE PROTECTION	\$1,010		
63-1	Part of NWSE Section 3	64	Part of NWSE Section 3	\$2,751	\$2,751	+ VALUE PROTECTION	\$2,751
57-1	Part of NWSW Section 3	57-1	Part of NWSW Section 3	\$3,952	\$3,952	+ VALUE PROTECTION	\$3,952
KLEINSCHMIDT, ROBERT	7088 RHYNER ROAD NEENAH, WI 54956	57-2	Part of NWSW Section 3	\$1,482	\$1,482	+ VALUE PROTECTION	\$1,482
		57-3	Part of NWSW Section 3	\$82	\$82	+ VALUE PROTECTION	\$82
		230	Part of SWSW Section 10	\$2,903	\$2,903	+ VALUE PROTECTION	\$2,903

KORTZ, DAVID	6945 U.S. HIGHWAY 45 NEENAH, WI 54956	44-1	Part of SESE Section 2	\$4,178	+ VALUE PROTECTION \$4,178
KUEHNL FARMS	1501 GREEN VALLEY ROAD NEENAH, WI 54956	41-3	Part of NESE Section 2	\$3,454	+ VALUE PROTECTION \$24,874
		42	NWSE Section 2	\$6,457	
		43	SWSE Section 2	\$6,457	
		44-2	Part of SESE Section 2	\$4,606	
		56	Part of NESW Section 3	\$1,393	
MARKHAM, JOHN	6508 COUNTY TRK T OSHKOSH, WI 54904	230-1	Part of SESW Section 3	\$1,086	+ VALUE PROTECTION \$1,700
		61	Part of SWSW Section 3	\$1,421	
		230-1	Part of SWSW Section 10	\$1,700	
MAXWELL, JEROLD & JULIE	3192 COUNTY ROAD G NEENAH, WI 54956	40-1	Part of SESW Section 2	\$24,742	+ VALUE PROTECTION \$24,742
		37	NESW Section 2	\$10,097	+ VALUE PROTECTION \$37,888
MAXWELL, LORETTA	3124 COUNTY ROAD G NEENAH, WI 54956	40	Part of SESW Section 2	\$27,791	+ VALUE PROTECTION \$6,483
		308	Part of NENW Section 14	\$2,457	+ VALUE PROTECTION \$35,001
PAHLOW, MICHAEL	3276 COUNTY ROAD GG OSHKOSH, WI 54904	308-2	Part of NENW Section 14	\$2,394	+ VALUE PROTECTION \$35,001
		310	Part of MNWV Section 14	\$1,632	
		232	Part of NESE Section 10	\$2,045	
ROSENTHAL, WILMER & LORRAINE	3276 VINLAND CENTER ROAD NEENAH, WI 54956	234	Part of NWSE Section 10	\$1,095	+ VALUE PROTECTION \$9,868
		249	NWSW Section 11	\$8,498	
		250	SWSW Section 11	\$23,363	
WIESE, GARY	2950 VINLAND CENTER ROAD NEENAH, WI 54956	255-1	Part of SESE Section 11	\$9,868	+ VALUE PROTECTION \$32,955
		253	NWSE Section 11	\$2,777	+ VALUE PROTECTION \$29,858
WIESE, VICTOR	3036 VINLAND CENTER ROAD NEENAH, WI 54956	254	SWSE Section 11	\$25,014	+ VALUE PROTECTION \$29,858
		255	Part of SESE Section 11	\$5,164	
		237	SWSE Section 10	\$9,210	
WIESNER, KENNEY & ANNETTE	3425 VINLAND CENTER ROAD NEENAH, WI 54956	238	SESE Section 10	\$3,262	+ VALUE PROTECTION \$1,150
		321	NENE Section 15	\$4,051	
		322	NWNE Section 15	\$13,335	
WILDE, DALE	4070 MAXWELL ROAD OSHKOSH, WI 54904	59	Part of SWSW Section 3	\$1,150	+ VALUE PROTECTION \$4,500
		304	NENE Section 14	\$3,076	+ VALUE PROTECTION \$4,981,45
ZWICKY, ORVILLE	6461 U.S. HIGHWAY 45 NEENAH, WI 54956	305	NWNE Section 14	\$1,424	+ VALUE PROTECTION \$4,981,45
		305	NWNE Section 14	\$498,145	
TOTAL				\$498,145	\$498,145