

GIS REGISTRY

Cover Sheet

May, 2009
(RR 5367)

Source Property Information

BRRTS #:

ACTIVITY NAME:

PROPERTY ADDRESS:

MUNICIPALITY:

PARCEL ID #:

CLOSURE DATE:

FID #:

DATCP #:

COMM #:

*WTM COORDINATES:

X: Y:

** Coordinates are in
WTM83, NAD83 (1991)*

WTM COORDINATES REPRESENT:

- Approximate Center Of Contaminant Source
- Approximate Source Parcel Center

Please check as appropriate: (BRRTS Action Code)

Contaminated Media:

- Groundwater Contamination > ES (236)
- Contamination in ROW
- Off-Source Contamination
(note: for list of off-source properties see "Impacted Off-Source Property")
- Soil Contamination > *RCL or **SSRCL (232)
- Contamination in ROW
- Off-Source Contamination
(note: for list of off-source properties see "Impacted Off-Source Property")

Land Use Controls:

- N/A (Not Applicable)
- Soil: maintain industrial zoning (220)
(note: soil contamination concentrations between non-industrial and industrial levels)
- Structural Impediment (224)
- Site Specific Condition (228)
- Cover or Barrier (222)
(note: maintenance plan for groundwater or direct contact)
- Vapor Mitigation (226)
- Maintain Liability Exemption (230)
(note: local government or economic development corporation)

Monitoring Wells:

Are all monitoring wells properly abandoned per NR 141? (234)

- Yes No N/A

** Residual Contaminant Level
**Site Specific Residual Contaminant Level*

This Adobe Fillable form is intended to provide a list of information that is required for evaluation for case closure. It is to be used in conjunction with Form 4400-202, Case Closure Request. The closure of a case means that the Department has determined that no further response is required at that time based on the information that has been submitted to the Department.

NOTICE: Completion of this form is mandatory for applications for case closure pursuant to ch. 292, Wis. Stats. and ch. NR 726, Wis. Adm. Code, including cases closed under ch. NR 746 and ch. NR 726. The Department will not consider, or act upon your application, unless all applicable sections are completed on this form and the closure fee and any other applicable fees, required under ch. NR 749, Wis. Adm. Code, Table 1 are included. It is not the Department's intention to use any personally identifiable information from this form for any purpose other than reviewing closure requests and determining the need for additional response action. The Department may provide this information to requesters as required by Wisconsin's Open Records law [ss. 19.31 - 19.39, Wis. Stats.].

BRRTS #: 03-05-002209 PARCEL ID #: WD-104

ACTIVITY NAME: PROGRESSIVE FARMERS COOP WTM COORDINATES: X: 673228 Y: 443041

CLOSURE DOCUMENTS (the Department adds these items to the final GIS packet for posting on the Registry)

- Closure Letter**
- Maintenance Plan** (if activity is closed with a land use limitation or condition (land use control) under s. 292.12, Wis. Stats.)
- Conditional Closure Letter**
- Certificate of Completion (COC)** for VPLE sites

SOURCE LEGAL DOCUMENTS

- Deed:** The most recent deed as well as legal descriptions, for the **Source Property** (where the contamination originated). Deeds for other, off-source (off-site) properties are located in the **Notification** section.
Note: If a property has been purchased with a land contract and the purchaser has not yet received a deed, a copy of the land contract which includes the legal description shall be submitted instead of the most recent deed. If the property has been inherited, written documentation of the property transfer should be submitted along with the most recent deed.
- Certified Survey Map:** A copy of the certified survey map or the relevant section of the recorded plat map for those properties where the legal description in the most recent deed refers to a certified survey map or a recorded plat map. (lots on subdivided or platted property (e.g. lot 2 of xyz subdivision)).
Figure #: **Title: City of De Pere**
- Signed Statement:** A statement signed by the Responsible Party (RP), which states that he or she believes that the attached legal description accurately describes the correct contaminated property.

MAPS (meeting the visual aid requirements of s. NR 716.15(2)(h))

Maps must be no larger than 8.5 x 14 inches unless the map is submitted electronically.

- Location Map:** A map outlining all properties within the contaminated site boundaries on a U.S.G.S. topographic map or plat map in sufficient detail to permit easy location of all parcels. If groundwater standards are exceeded, include the location of all potable wells within 1200 feet of the site.
Note: Due to security reasons municipal wells are not identified on GIS Packet maps. However, the locations of these municipal wells must be identified on Case Closure Request maps.
Figure #: 1 **Title: Site Location Map**
- Detailed Site Map:** A map that shows all relevant features (buildings, roads, individual property boundaries, contaminant sources, utility lines, monitoring wells and potable wells) within the contaminated area. This map is to show the location of all contaminated public streets, and highway and railroad rights-of-way in relation to the source property and in relation to the boundaries of groundwater contamination exceeding a ch. NR 140 Enforcement Standard (ES), and/or in relation to the boundaries of soil contamination exceeding a Residual Contaminant Level (RCL) or a Site Specific Residual Contaminant Levels (SSRCL) as determined under s. NR 720.09, 720.11 and 720.19.
Figure #: 2 **Title: Soil Boring Location Diagram**
- Soil Contamination Contour Map:** For sites closing with residual soil contamination, this map is to show the location of all contaminated soil and a single contour showing the horizontal extent of each area of contiguous residual soil contamination that exceeds a Residual Contaminant Level (RCL) or a Site Specific Residual Contaminant Level (SSRCL) as determined under s. NR 720.09, 720.11 and 720.19.
Figure #: **Title:**

BRRTS #: 03-05-002209

ACTIVITY NAME: PROGRESSIVE FARMERS COOP

MAPS (continued)

- Geologic Cross-Section Map:** A map showing the source location and vertical extent of residual soil contamination exceeding a Residual Contaminant Level (RCL) or a Site Specific Residual Contaminant Level (SSRCL). If groundwater contamination exceeds a ch. NR 140 Enforcement Standard (ES) when closure is requested, show the source location and vertical extent, water table and piezometric elevations, and locations and elevations of geologic units, bedrock and confining units, if any.

Figure #: 3 **Title: Cross Section A-A'**

Figure #: 4 **Title: Cross Section B-B'**

- Groundwater Isoconcentration Map:** For sites closing with residual groundwater contamination, this map shows the horizontal extent of all groundwater contamination exceeding a ch. NR140 Preventive Action Limit (PAL) and an Enforcement Standard (ES). Indicate the direction and date of groundwater flow, based on the most recent sampling data.

Note: This is intended to show the total area of contaminated groundwater.

Figure #: 1 **Title: Groundwater Data Map (9-98)**

- Groundwater Flow Direction Map:** A map that represents groundwater movement at the site. If the flow direction varies by more than 20° over the history of the site, submit 2 groundwater flow maps showing the maximum variation in flow direction.

Figure #: 5 **Title: Groundwater Contour Map (6-13-97)**

Figure #: **Title:**

TABLES (meeting the requirements of s. NR 716.15(2)(h)(3))

Tables must be no larger than 8.5 x 14 inches unless the table is submitted electronically. Tables must not contain shading and/or cross-hatching. The use of **BOLD** or *ITALICS* is acceptable.

- Soil Analytical Table:** A table showing remaining soil contamination with analytical results and collection dates.
Note: This is one table of results for the contaminants of concern. Contaminants of concern are those that were found during the site investigation, that remain after remediation. It may be necessary to create a new table to meet this requirement.

Table #: **Title:**

- Groundwater Analytical Table:** Table(s) that show the most recent analytical results and collection dates, for all monitoring wells and any potable wells for which samples have been collected.

Table #: 3 **Title: Groundwater Analytical Results**

- Water Level Elevations:** Table(s) that show the previous four (at minimum) water level elevation measurements/dates from all monitoring wells. If present, free product is to be noted on the table.

Table #: 3 **Title: Summary of Field Groundwater Elevations & Observations**

IMPROPERLY ABANDONED MONITORING WELLS

For each monitoring well not properly abandoned according to requirements of s. NR 141.25 include the following documents.

Note: If the site is being listed on the GIS Registry for only an improperly abandoned monitoring well you will only need to submit the documents in this section for the GIS Registry Packet.

- Not Applicable**

- Site Location Map:** A map showing all surveyed monitoring wells with specific identification of the monitoring wells which have not been properly abandoned.

Note: If the applicable monitoring wells are distinctly identified on the Detailed Site Map this Site Location Map is not needed.

Figure #: **Title:**

- Well Construction Report:** Form 4440-113A for the applicable monitoring wells.

- Deed:** The most recent deed as well as legal descriptions for each property where a monitoring well was not properly abandoned.

- Notification Letter:** Copy of the notification letter to the affected property owner(s).

BRRTS #: 03-05-002209

ACTIVITY NAME: PROGRESSIVE FARMERS COOP

NOTIFICATIONS

Source Property

- Letter To Current Source Property Owner:** If the source property is owned by someone other than the person who is applying for case closure, include a copy of the letter notifying the current owner of the source property that case closure has been requested.
- Return Receipt/Signature Confirmation:** Written proof of date on which confirmation was received for notifying current source property owner.

Off-Source Property

Group the following information per individual property and label each group according to alphabetic listing on the "Impacted Off-Source Property" attachment.

- Letter To "Off-Source" Property Owners:** Copies of all letters sent by the Responsible Party (RP) to owners of properties with groundwater exceeding an Enforcement Standard (ES), and to owners of properties that will be affected by a land use control under s. 292.12, Wis. Stats.

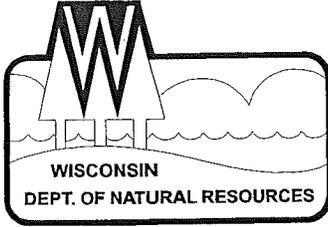
Note: Letters sent to off-source properties regarding residual contamination must contain standard provisions in Appendix A of ch. NR 726.

Number of "Off-Source" Letters:

- Return Receipt/Signature Confirmation:** Written proof of date on which confirmation was received for notifying any off-source property owner.
- Deed of "Off-Source" Property:** The most recent deed(s) as well as legal descriptions, for all affected deeded **off-source property(ies)**. This does not apply to right-of-ways.
Note: If a property has been purchased with a land contract and the purchaser has not yet received a deed, a copy of the land contract which includes the legal description shall be submitted instead of the most recent deed. If the property has been inherited, written documentation of the property transfer should be submitted along with the most recent deed.

- Letter To "Governmental Unit/Right-Of-Way" Owners:** Copies of all letters sent by the Responsible Party (RP) to a city, village, municipality, state agency or any other entity responsible for maintenance of a public street, highway, or railroad right-of-way, within or partially within the contaminated area, for contamination exceeding a groundwater Enforcement Standard (ES) and/or soil exceeding a Residual Contaminant Level (RCL) or a Site Specific Residual Contaminant Level (SSRCL).

Number of "Governmental Unit/Right-Of-Way Owner" Letters:



State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

Tommy G. Thompson, Governor
George E. Meyer, Secretary
Ronald W. Kazmierczak, Regional Director

Northeast Region Headquarters
1125 N. Military Ave., P.O. Box 10448
Green Bay, Wisconsin 54307-0448
Telephone 920-492-5800
FAX 920-492-5913
TTY 920-492-5912

July 20, 2000

Progressive Farmers Coop
Attn: John Schmidt
1221 Grant Street
De Pere, WI 54115

SUBJECT: Case Closure of Progressive Farmers Coop Lust Site
548 Butler Street, De Pere
WDNR BRRTS ID #03-05-002209

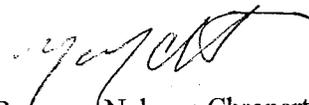
Dear Mr. Schmidt:

On August 23, 1999, your request for closure of the case described above was reviewed by the Wisconsin Department of Natural Resources NER Region Closure Committee. This committee reviews environmental remediation cases for compliance with state rules and statutes to maintain consistency in the closure of these cases. After careful review of the closure request, it appears at this time the site has been investigated and remediated to the extent practicable under current site conditions. The groundwater use restriction has been filed and the monitoring wells and sumps have been abandoned, therefore, the conditions of closure have been met. Your case has been closed under s. NR 726.05, Wis. Adm. Code on July 19, 2000.

Please be aware that the case may be reopened pursuant to s. NR 726.09, Wis. Adm. Code, if additional information regarding site conditions indicates that contamination on or from the site poses a threat to public health, safety, or welfare or to the environment.

We appreciate your efforts to restore the environment at this site. If you have any questions regarding this letter, please contact me at (920) 492-5592.

Sincerely,


Roxanne Nelezen Chronert
Hydrogeologist
Bureau for Remediation & Redevelopment

cc: Roger Miller, STS Consultants, 1035 Kepler Drive, Green Bay, WI 54311

reconstructing a well on this property. No well may be constructed on this property unless applicable requirements are met.

If construction is proposed on this property that will require dewatering, or if groundwater is to be otherwise extracted from this property, while this groundwater use restriction is in effect, the groundwater shall be sampled and analyzed for contaminants that were previously detected on the property and any extracted groundwater shall be managed in compliance with applicable statutes and rules.

This restriction is hereby declared to be a covenant running with the land and shall be fully binding upon all persons acquiring the above-described property whether by descent, devise, purchase or otherwise. This restriction benefits and is enforceable by the Wisconsin Department of Natural Resources, its successors or assigns. The Department, its successors or assigns, may initiate proceedings at law or in equity against any person or persons who violate or are proposing to violate this covenant, to prevent the proposed violation or to recover damages for such violation.

Any person who is or becomes owner of the property described above may request that the Wisconsin Department of Natural Resources or its successor issue a determination that one or more of the restrictions set forth in this covenant is no longer required. Upon the receipt of such a request, the Wisconsin Department of Natural Resources shall determine whether or not the restrictions contained herein can be extinguished. If the Department determines that the restrictions can be extinguished, an affidavit, attached to a copy of the Department's written determination, may be recorded to give notice that this deed restriction, or portions of this deed restriction, are no longer binding.

By signing this document, JOHN G. SCHMIOT asserts that he/she is duly authorized to sign this document on behalf of the De Pere Progressive Farmers Cooperative.

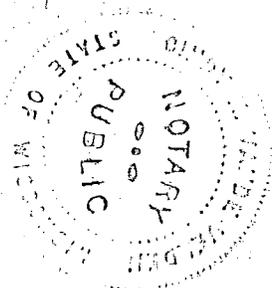
IN WITNESS WHEREOF, the owner of the property has executed this Declaration of Restrictions, this 7TH day of JUNE, 2000

Signature: [Handwritten Signature]
Printed Name: JOHN G. SCHMIOT
Title: General Manager

Subscribed and sworn to before me this 7 day of June, 2000

[Handwritten Signature] CINDY K. UAWDE VELDEN
Notary Public, State of Wis Exp June 1, 2003
My commission _____

This document was drafted by the Wisconsin Department of Natural Resources based on information provided by STS Consultants, Inc.



Attachment 1

231-216

257560

This Indenture, made by Mrs. Mary Willoms widow of Henry Willoms
sometimes written Henry Willoms, deceased,

grantor, of Brown County, Wisconsin, hereby

quit-claim to De Pere Morrison Progressive Farmers Co-operative
Association, Inc., formerly De Pere Morrison Local Council (Co-operative)

grantee of Brown County, Wisconsin, for the

sum of One dollar

the following tract of land in Brown County, State of Wisconsin:

That part of Lot Number One hundred twenty (120) Assessor's Sub-
division, West side of Fox River, in the city of De Pere, except the
North sixty-five and one-third (65 & 1/3) feet as described in Volume
134 of Deeds on Page 549 and in Volume 156 of Deeds on page 456 in the
office of the Register of Deeds in and for said Brown County bounded
and described as follows:

Commencing at a point on the south line of said lot one hundred
twenty (120), one hundred thirty-one (131) feet east of the Southwest
Corner of said lot, running thence Northerly on a line parallel with
the west line of said lot to a point sixty-five and one-third (65 & 1/3)
feet south of the north boundary line of said lot; thence easterly on a
line parallel with the south line of said lot one hundred (100) feet;
thence southerly on a line parallel with the west boundary line of said
lot to the south boundary line thereof; and thence westerly on the
south boundary line of said lot one hundred (100) feet to the place of
beginning.

The purpose of this conveyance is to correct a typographical error
in the description in the deed recorded in Vol. 227 of Deeds on Page
582 in the office of the Register of Deeds in and for said Brown County.

In Witness Whereof, the said grantor has hereunto set her hand and seal this
30th day of April, A. D. 1941.

Signed and Sealed in Presence of

Mrs. Mary Willoms (Seal)

Francis J. Anderson (Seal)

[Signature]

(Seal)

(Seal)

(Seal)

State of Wisconsin,

Brown County, ss.

Personally came before me, this 30th day of April, A. D. 1941,
the above named Mrs. Mary Willoms widow of Henry Willoms, sometimes
written Henry Willoms, deceased,

known to be the person who executed the foregoing instrument and acknowledged the same.



Francis J. Anderson

Notary Public, Brown County, Wis.

My Commission expires A. D. 19

My Commission Expires April 30, 1944

ATTACHMENT 1
Parcel 4 Deed

Parcel WD-100-3

Form 2000-A

Vol 753 PAGE 612

D. T. No.

652750

Authorization No. P-798

DEED No. 69723

This Indenture, Made this Twenty-fourth day of July A. D. 1962

between the CHICAGO AND NORTH WESTERN RAILWAY COMPANY, a Wisconsin Corporation, party of the first part, and DE PERE PROGRESSIVE FARMERS COOPERATIVE, INC.

of DePere, Wisconsin part Y of the second part,

WITNESSETH, That the said party of the first part, for and in consideration of the sum of TWO THOUSAND and No/100 (2,000.00)

Dollars in hand paid by the said party Y of the second part, the receipt whereof is hereby acknowledged, has remised, released, conveyed and quit-claimed, and by these presents does remise, release, convey and quit-claim unto the said party Y of the second part - its successors

forever all interest which the said party of the first part has in and to the following described lot, place or parcel of land, situate, lying and being in the City of DePere County of Brown

and State of Wisconsin and known and described as follows, to-wit:

That part of the Northeast Fractional Quarter (NE Fr. 1/4) of Section Twenty-Eight (28), Township Twenty-Three (23) North, Range Twenty (20) East of the Fourth Principal Meridian and that part of Private Claim Number 29, West of the Fox River, bounded and described as follows, to-wit: Commencing at the intersection of the Southerly line of Grant Street with the Southwesterly line of the right of way line of the Chicago and North Western Railway Company; thence Southeasterly along said Southwesterly right of way line, Three Hundred Twenty (320) feet to the point of beginning; thence continue Southeasterly along said Southwesterly right of way line to a line drawn parallel with and Fifty-Six (56) feet Westerly, measured at right angles from the original centerline of said Railway Company, as said original centerline was located and established; thence Northerly parallel with said original centerline to its intersection with a line drawn parallel with and distant Twenty-Five (25) feet Westerly, measured at right angles from the centerline of said Railway Company's Spur Track I.C.C. Number 360; thence continue Northerly parallel with said Spur Track I.C.C. Number 360 to a point on a line drawn at right angles Easterly through the point of beginning; thence Westerly along said line drawn at right angles through the point of beginning, Eighty (80) feet, more or less, to the point of beginning.

Reserving, however, unto said party of the first part, its lessees, licensees, successors and assigns, the poles and wires now located upon said premises, together with the right to maintain and reconstruct the same until such time as they are permanently removed by said party of the first part, its lessees, licensees, successors or assigns, and by the acceptance of this conveyance the party of the second part for itself, its successors and assigns, agrees to assume the entire cost and expense of removing said poles and wires from the premises herein conveyed, in the event such removal is desired by said party of the second part, its successors and assigns.

Also, reserving unto the party of the first part, its successors and assigns, and those whom it may elect, the right of ingress and egress in common

Form 3600-B

652750

with the party of the second part, its successors and assigns, in, over, upon and across a Twenty (20) foot wide driveway as it may from time to time be located on the above described premises.

Subject, however, to the rights of the City of DePere for storm sewers located on the above described premises, as said rights are contained in licenses between the Chicago and North Western Railway Company and said City of DePere, dated June 2, 1919 and July 23, 1952.



TO HAVE AND TO HOLD the same together with all and singular the appurtenances and privileges thereto belonging, or in any wise thereto appertaining, as to all estate, right, title, interest and claim whatever of the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns forever.

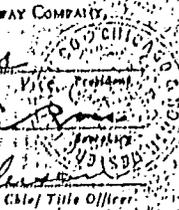
WITNESSED, SIGNED AND DELIVERED IN PRESENCE OF:

Opal F. Morgan
Opal F. Morgan
Vincent J. Luisi
Vincent J. Luisi

IN TESTIMONY WHEREOF, the said CHICAGO AND NORTH WESTERN RAILWAY COMPANY has hereunto caused its corporate seal to be affixed, and this instrument to be signed by its Vice President, and attested by its Secretary the day and year first hereunto written.

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

By *B. R. Meyers*
B. R. Meyers, Vice President
Attest: *T. A. Ross*
T. A. Ross, Secretary
Approved: *C. S. Anderson*
C. S. Anderson, Chief Title Officer



Jan 13

Excluded:
Parcel WD-857

Parcel 4 Exclusion

DOCUMENT NO.

WARRANTY DEED
STATE OF WISCONSIN - FORM 2

THIS SPACE RESERVED FOR RECORDING DATA

1106707

J 11309 I 12

REGISTER OF DEEDS
BROWN COUNTY

This indenture, Made this 19th day of December
A. D., 1986, between PROGRESSIVE FARMERS COOPERATIVE
a Corporation duly organized and existing under and by
virtue of the laws of the State of Wisconsin, located at DePere
Wisconsin, party of the first part, and RANDALL S. VAN DEN ELZEN

1986 DEC 19 AM 11:35

Cathy Williggett
REGISTER OF DEEDS

part Y of the second part.

Witnesseth, That the said party of the first part, for and in consideration of the sum
of One (\$1.00) Dollar and other valuable consideration
to it paid by the said part Y of the second part, the receipt whereof is hereby confessed and
acknowledged, has given, granted, bargained, sold, remised, released, aliened, conveyed and con-
firmed, and by these presents does give, grant, bargain, sell, remise, alien, convey, and confirm unto
the said part ITS of the second part, ITS heirs and assigns forever, the following described real estate, situated in
the County of BROWN, State of Wisconsin, to-wit:

RETURN TO

Rm Venie

Part of the Northeast Fractional Quarter of Section 28, T23N-R20E; part of Lot 1 of
"Stewart's Second Addition to West DePere" and Part of Lot 162 of "Assessor's Subdivision"
West side of Fox River, all in The City of DePere, Brown County, Wisconsin, more fully
described as follows: Commencing at the Northwest Corner of Lot 2, Stewart's Second
Addition to West DePere; thence S83° 21' 16"E, 268.33 feet along the south line of
Butler Street to the point of beginning; thence S83° 21' 16" E, 147.00 feet along said
south line to the east line of Volume 753, Records, page 612, and the west right-of-way
of a railroad; thence S 17° 17' 24" E, 231.04 feet along the said east and west line;
thence 214.66 feet along the said west line being the arc of a 2162.00 foot radius curve
to the right whose long chord bears S10° 09' 29" E, 214.57 feet to the south line of
Volume 372, Deeds, Page 571; thence N 83° 23' 46" W, 299.71 feet along said south line;
(continued on reverse side)

(IF NECESSARY, CONTINUE DESCRIPTION ON REVERSE SIDE)

Together with all and singular the hereditaments and appurtenances therunto belonging or in any wise appertaining; and all the
estate, right, title, interest, claim or demand whatsoever, of the said party of the first part, either in law or equity, either in possession or
expectancy of, in and to the above bargained premises, and their hereditaments and appurtenances.

To have and to hold the said premises as above described with the hereditaments and appurtenances, unto the said part Y
of the second part, and to his heirs and assigns FOREVER.

And the said Progressive Farmers Cooperative
party of the first part, for itself and its successors, does covenant, grant, bargain and agree to and with the said part Y of the
second part, ITS heirs and assigns, that at the time of the encasing and delivery of these presents it is well
sized of the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple,
and that the same are free and clear from all incumbrances whatever.

and that the above bargained premises in the quiet and peaceable possession of the said part Y of the second part, his
heirs, and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, it will forever WARRANT and
DEFEND.

In Witness Whereof, the said Progressive Farmers Cooperative
party of the first part, has caused these presents to be signed by Donald Zittlow
its President, and countersigned by John Van Deurzen its Secretary,
at DePere, Wisconsin, and its corporate seal to be hereunto affixed, this
19th day of December, A. D., 1986.

SIGNED AND SEALED IN PRESENCE OF

PROGRESSIVE FARMERS COOPERATIVE

Corporate Name

Donald Zittlow

President

Donald Zittlow

TRANSFER

FEE

COUNTERSIGNED BY

John Van Deurzen

Secretary

John Van Deurzen

STATE OF WISCONSIN

Brown

County. } ss.

Personally came before me, this 19th day of December, A. D., 1986,
Donald Zittlow, President, and John Van Deurzen, Secretary

of the above named Corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such
President and Secretary of said Corporation, and acknowledged that they executed the foregoing instrument as such officers of the said
said Corporation, by its authority.

THIS INSTRUMENT WAS DRAFTED BY

NOTARY
SEAL

Notary Public, BROWN County, Wis.

My commission (expires) (in) January 1987

Allan M. Ross, Attorney

Section 39.31 (1) of the Wisconsin Statutes provides that all instruments to be recorded shall have plainly printed or typewritten thereon
the names of the grantor, grantee, witness and notary. Section 39.313 similarly requires that the name of the person who, or govern-
mental agency which, drafted such instrument, shall be printed, typewritten, stamped or written thereon in a legible manner.

WARRANTY DEED - By Corporation

STATE OF WISCONSIN
FORM 16. 2

Wisconsin Legal Blank Co. Inc.
Milwaukee, Wis.

Excluded:
Parcel WD-857

1106707

SI 1 00811 L

J 11309 1018

Legal description continued:

thence N6° 13' 34" E, 416.80 feet along the west lines of Volume 372, Deeds, page 571, and Volume 210, Deeds, Page 221 to the point of beginning. Parcel contains 96,536 square feet/2.22 acres more or less.

TRANSFER
FEE



Document Number

2080752
CATHY WILLIQUETTE
BROWN COUNTY RECORDER
GREEN BAY, WI

RECORDED ON
11/25/2003 11:44:34AM

REC FEE: 13.00
TRANS FEE:
EXEMPT #
PAGES: 2

AFFIANT, the DePere Progressive Farmers Cooperative, Inc. hereby swears or affirms that a certain document which was titled as follows: "Groundwater Use Restriction", recorded on the 23rd day of June, 2000 as Document Number 1759815 and was recorded in Brown County, State of Wisconsin, contained the following error:

1. The legal description referenced under "Declaration Restrictions" - In Re; was incomplete and should include that which follows, (corrections italicized):

"The Property described in Attachments 1 - Document No. 652750, excluding therefrom the property described in Attachments 1 - Document No. 1106707; and the Property described in Attachment 3. All attachments are hereby made a part of this restriction."

2. Attachment 3, which is a copy of a warranty deed (Document No. 188382, Vol. 210, Page 292, of the Brown County Register of Deeds office), was not attached to the original restriction. This attachment is provided with this affidavit of correction.

Recording Area

130

Name and Return Address
John Schmidt
Progressive Farmers Coop
1221 Grant Street
DePere, WI 54115

WD-100-3, WD-104

Parcel Identification Number (PIN)

A copy of the original document is attached to this Affidavit.

Dated: 11-18-03 Signed: [Signature]

Printed Name: John G. Schmidt
Title: General Manager

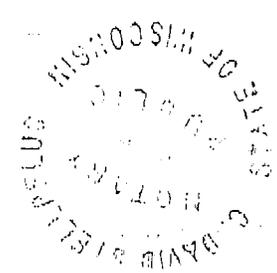
By signing this document, John G. Schmidt asserts that he is duly authorized to sign this document on behalf of the Progressive Farmers Cooperative, Inc.

STATE OF WISCONSIN)
) ss
COUNTY OF BROWN)

AFFIANT is the owner of the property described in the document being corrected.

Subscribed and sworn to before me -
This 18th day of November, 2003

Notary Public, State of Wisconsin
My commission (expires) (is) permanent



This document was drafted by the Wisconsin Department of Natural Resources, based on information provided by John G. Schmidt.

188382

No. 188382

VOL. 210 DEEDS

This Indenture, Made by Henry Willems and Mary Willems, his wife, (sometimes written Henry Willems)

Grantor of Brown County, Wisconsin, hereby Convey and Warranty to De Pere Morrison Local Council (Co-operative) having its location and principal office at the City of De Pere,

Grantee of Brown County, Wisconsin for the sum of One dollar and other valuable considerations the following tract of land in Brown County, State of Wisconsin;

All that part of the following described parcel of land, to-wit:- Lot Number One Hundred Twenty (120) Assessor's Subdivision, West Side of Fox River, in the City of De Pere, except the North Sixty-five and one-third (65-1/3) feet, as described in Volume 134 of Deeds on page 549, and in Volume 156 of Deeds on Page 456, in the office of the Register of Deeds in and for said Brown County, together with improvements thereon.

Commencing at a point on the South line of said Lot One Hundred Twenty (120); Two hundred thirty-one (231) feet east of the Southwest corner of said Lot One hundred twenty (120) as a starting point; running thence northerly on a line parallel to the West line of said Lot One hundred Twenty (120) to a point sixty-five and one-third (65-1/3) feet south of the North boundary line of said Lot One hundred twenty (120); running thence Easterly on a line parallel to the South line of said Lot One Hundred Twenty (120) to the East boundary line of said Lot One hundred twenty (120); running thence Southeasterly on the East boundary line of said Lot One hundred twenty (120) to the Southeast corner of said lot One hundred twenty (120); running thence Westerly on the South boundary line of said Lot One hundred twenty (120) to the place of beginning.

The intention of this deed being to convey all that portion of Lot One hundred twenty (120) described in deed recorded in Volume 207 of Deeds at page 472 lying east of the West Two hundred thirty-one (231) feet thereof.

(\$.50 revenue stamp canceled)

IN WITNESS WHEREOF, the said grantors have hereunto set their hand and seal this 30th day of October, A.D. 1936.

Signed and Sealed in Presence of Fred M. Smith, Verna Hendricks, Henry Willems, Mary Willems, [Seal], [Seal], [Seal], [Seal]

STATE OF WISCONSIN, Brown County ss. Personally came before me, this 30th day of October

A.D. 1936, the above named Henry Willems and Mary Willems, his wife, (sometimes written Henry Willems)

to me known to be the person who executed the foregoing instrument and acknowledged the same.

Received for record November 2nd A.D. 1936 at 10:13 o'clock A.M.

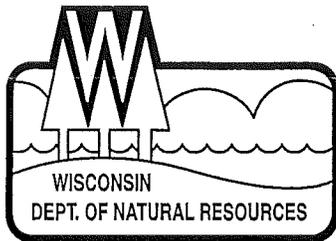
Fred M. Smith



Notary Public Brown County, Wis.

Register. My Commission expires April 16, 1939

Handwritten signature of the Register.



State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

Jim Doyle, Governor
Scott Hassett, Secretary
Ronald W. Kazmierczak, Regional Director

Northeast Region Headquarters
1125 N. Military Ave., P.O. Box 10448
Green Bay, Wisconsin 54307-0448
Telephone 920-492-5800
FAX 920-492-5913
TTY 711

March 8, 2004

Mr. Stephen Fisetto
LTF Investments, LLC
705 George Street
De Pere, Wisconsin 54115

Mr. Peter Reines
Masters Properties of De Pere, LLC
215 North Henry Street
Green Bay, Wisconsin 54302

Subject: **Certificates of Completion** for the Former De Pere Progressive Farmers Cooperative, Inc., 500 and 506 Butler Street, De Pere, Wisconsin

Dear Messrs. Fisetto and Reines:

The Department of Natural Resources ("the Department") has reviewed your requests for issuance of Certificates of Completion for the environmental investigation and cleanup of the property located at 500 and 506 Butler Street, De Pere, Wisconsin, which will be referred to in this letter as "the Property". You have requested that the Department determine whether LTF Investments, LLC and Masters Properties of De Pere, LLC, have met the requirements under s. 292.15(2), Wis. Stats., for issuance of Certificates of Completion.

As you are aware, s. 292.15 Wis. Stats., authorizes the Department to issue a Certificate of Completion to a voluntary party that conducts an approved environmental investigation of the property and restores the environment to the extent practicable and minimizes the harmful effects with respect to hazardous substance discharges on or originating from the property. In this case, most of the investigation and all of the cleanup were conducted by Progressive Farmers. Based on the information received, the Department has determined that the investigation and cleanup of the property are complete and that all the conditions in s. 292.15(2), Wis. Stats., have been met. Enclosed is your respective Certificate of Completion for this property.

You have paid the appropriate insurance fee and have submitted a complete insurance application form to the Department in order to obtain coverage under the state's master insurance contract in accordance with s. 292.15(2)(ae)3m Wis. Stats., and ch. NR 754, Wis. Adm. Code. The above property will be listed on the DNR Remediation and Redevelopment GIS Registry of Closed Remediation Sites. To review the sites on the GIS Registry web page, visit: <http://gomapout.dnr.state.wi.us/org/at/et/geo/gwur/index.htm>.

Messrs. Fisette and Reines
March 8, 2004
Page 2

The Department appreciates the work undertaken by yourselves and Progressive Farmers to investigate and cleanup contamination associated with the Property. The exemption provided by the Certificate of Completion applies to any successor or assignee of LTF Investments, LLC and Masters Properties of De Pere, LLC if the successor or assignee complies with the appropriate conditions, pursuant to s. 292.15(3), Wis. Stats. If you have any questions or concerns regarding this letter or the Certificate of Completion, please call me at 920-492-5861 or attorney Joe Renville at 608-266-9454.

Yours truly,



Alan Thomas Nass, P.G., P.S.
Hydrogologist
Remediation and Redevelopment Program

Encl.

Cc: John Schmidt, Progressive Farmers, 1221 Grant Street, De Pere, WI 54115
Vasanta Kalluri, STS Consultants, Ltd., 1035 Kepler Drive, Green Bay, WI 54311-8320
Kathy Erdmann – WDNR NER/RR
Michael Prager – WDNR RR/3
Joe Renville – WDNR LS/5

State of Wisconsin
Department of Natural Resources



**CERTIFICATE OF COMPLETION
OF RESPONSE ACTIONS
UNDER SECTION 292.15(2)(ae) and (ag) WIS. STATS.**

Whereas, Masters Properties of DePere, LLC has applied for an exemption from liability under s. 292.15, Wis. Stats., for the property located at 500 and 506 Butler Street, DePere, Wisconsin, which is commonly referred to as the former DePere Progressive Farmers Cooperative, Inc. property, further described in the legal descriptions found on Attachment A ("the Property");

Whereas, an environmental investigation of the Property has been conducted and has determined that contamination exists at the Property;

Whereas, Flintstone Properties, LLC, and DePere Progressive Farmers Cooperative, Inc. have submitted to the Wisconsin Department of Natural Resources ("WDNR") investigation reports and a remedial action plan for the Property which comply with the requirements set forth in chs. NR 700-754, Wis. Adm. Code, consisting of the documents and reports listed in Attachment B;

Whereas, in accordance with s. 292.15(2)(ae) Wis. Stats., the WDNR has determined that an environmental investigation has been conducted which adequately identified and evaluated the nature and extent of the hazardous substance discharges on the Property and WDNR has approved of the remedial action plan for the Property; and

Whereas, DePere Progressive Farmers Cooperative, Inc. has filed with the Register of Deeds of Brown County a deed restriction and an affidavit of correction (Attachment C) on the Property which declares that a portion of the Property is held and shall be held, conveyed or encumbered, leased, rented, used, occupied and improved subject to the following limitations and restrictions:

Anyone who proposes to construct or reconstruct a well on this property is required to contact the Department of Natural Resources' Bureau of Drinking Water and Groundwater, or its successor agency, to determine what specific requirements are

applicable, prior to constructing or reconstructing a well on this property. No well may be constructed on this property unless applicable requirements are met.

If construction is proposed on this property that will require dewatering, or if groundwater is to be otherwise extracted from this property, while this groundwater use restriction is in effect, the groundwater shall be sampled and analyzed for contaminants that were previously detected on the property and any extract groundwater shall be managed in compliance with applicable statutes and rules.

Whereas, Masters Properties of DePere, LLC has paid to WDNR the appropriate insurance fee and has submitted a complete insurance application form to obtain coverage under the state's master insurance contract in accordance with s. 292.15(2)(ae)3m., Wis. Stats., and ch. NR 754, Wis. Adm. Code;

Whereas, each property where there are ch. NR 140, Wis. Adm. Code enforcement standard exceedances will be included on the WDNR's geographic information system registry of closed remediation sites and the voluntary party has submitted all the information to the WDNR necessary to be included on this registry pursuant to s. NR 726.05(3)(a)4., Wis. Adm. Code, including copies of letters to all landowners whose property has groundwater contamination that exceeds ch. NR 140, Wis. Adm. Code Enforcement Standards; and

Whereas, on January 20, 2004 WDNR determined that response actions necessary to restore the environment to the extent practicable with respect to the discharges and minimize the harmful effects from the discharges to the air, land, and waters of the state were completed except with respect to: (1) benzene contaminated groundwater above ch. NR 140, Wis. Adm. Code, enforcement standards that WDNR has determined will be brought into compliance through natural attenuation, in accordance with rules promulgated by WDNR, and (2) chromium in the groundwater, for which Masters Properties of DePere, LLC is exempt from liability under s. 292.13(1), Wis. Stats.;

Whereas, on January 28, 2004, Masters Properties of DePere, LLC obtained a written determination from WDNR under s. 292.13(2), Wis. Stats., that Masters Properties of DePere, LLC would be exempt from liability under s. 292.13(1), Wis. Stats., with respect to chromium contamination in the groundwater on the Property once Masters Properties of De Pere, LLC takes ownership of the Property; and

Therefore, based upon the information that has been submitted to the WDNR, the WDNR hereby certifies that the response actions set forth in the WDNR approved remedial action plan for the Property and any other necessary response actions have been completed, except with respect to: (1) benzene contaminated groundwater above ch. NR 140, Wis. Adm.

Code, enforcement standards that WDNR has determined will be brought into compliance through natural attenuation, in accordance with rules promulgated by WDNR, and (2) chromium contamination in the groundwater which is on the property from an off-site property, for which Masters Properties of DePere, LLC is exempt from liability under s. 292.13(1) Wis. Stats.

Upon issuance of this Certificate, Masters Properties of DePere, LLC and the persons qualified for protection under s. 292.15(3), Wis. Stats., are exempt from the provisions of ss. 289.05(1), (2), (3) and (4), 289.42(1), 289.67, 291.25(1) to (5), 291.29, 291.37, 292.11(3), (4), and (7)(b) and (c) and 292.31(8), Wis. Stats., with respect to the existence of hazardous substances on or originating from the Property, the release of which occurred prior to the date the WDNR approved the environmental investigation required under ss. 292.15(2)(ag), (a)1., and 292.15(2)(ae)1., Wis. Stats., provided that Masters Properties of DePere, LLC or current owner of the Property continues to satisfy the conditions under s. 292.13(1)(d) to (g), Wis. Stats. Those conditions are detailed in s. 292.13, Wis. Stats., but can be summarized as follows, with respect to discharges of hazardous substances that originated from a source other than the Property: allow WDNR, parties responsible for the hazardous substance discharges, and their representatives, to enter the Property to take action to respond to the discharges; agree to avoid any interference with action taken to respond to the discharge and avoid actions that worsen the discharge; and agree to any other conditions WDNR determines are reasonable and necessary to ensure that WDNR and the responsible parties can respond to the discharge. Masters Properties of DePere, LLC and a person otherwise qualified for protection under s. 292.15(3), Wis. Stats., who owns or controls the Property would no longer qualify for this liability exemption if that person fails to maintain or monitor the Property as required by applicable rules promulgated by the WDNR.

Any releases of a hazardous substance to or from the Property that occur after the date that the environmental investigation was approved will be the responsibility of the current Property owner and any other person who possesses or controls that discharge and any person who caused the discharge.

If natural attenuation fails, the insurance coverage which Masters Properties of DePere, LLC obtained under s. 292.15(2)(ae)3m., Wis. Stats., may be used to cover the costs of complying with s. 292.11(2), Wis. Stats., with respect to benzene-contaminated groundwater above ch. NR 140, Wis. Adm. Code, enforcement standards.

The protection from liability provided under s. 292.15(2), Wis. Stats., does not apply to any person who has obtained a Certificate of Completion by fraud or misrepresentation, or by the knowing failure to disclose material information or under circumstances in which Masters Properties of De Pere, LLC knew or should have known about more discharges of hazardous substances than was revealed by the investigation approved by the WDNR.

Nothing in this Certificate or in s. 292.15, Wis. Stats., affects the authority of the WDNR to exercise any powers or duties under applicable laws other than ss. 289.05(1), (2), (3) and (4), 289.42(1), 289.67, 291.25(1) to (5), 291.29, 291.37, 292.11(3), (4), and (7)(b) and (c) and 292.31(8), Wis. Stats., with respect to any release or threatened release of contaminants at the

Property, or the right of the WDNR to seek relief available against any person who is not entitled to protection from liability under s. 292.15, Wis. Stats., with respect to such release or threatened release.

SIGNED AND CERTIFIED this 3rd day of MARCH, 2004.

Scott Hassett

Scott Hassett, Secretary
Wisconsin Department of Natural Resources

ATTACHMENT A
LEGAL PROPERTY DESCRIPTION
Former DePere Progressive Farmers Cooperative, Inc. Property

The following three parcels of property:

That part of Lot 120 Assessor's Subdivision, West side of the Fox River, in the City of De Pere, except the North 65 and 1/3 feet as described in Volume 134 of Deeds on Page 549 and in Volume 156 of Deeds on Page 456 in the Office of the Register of Deeds in and for said Brown County bounded and described as follows: Commencing at a point on the South line of said Lot 120, 131 feet East of the Southwest corner of said lot, running thence Northerly on a line parallel with the West line of said lot to a point 65 and 1/3 feet South of the North boundary line of said lot; thence Easterly on a line parallel with the South line of said lot, 100 feet; thence Southerly on a line parallel with the West boundary line of said lot to the South boundary line thereof; and thence Westerly on the South boundary line of said lot, 100 feet to the point of beginning; as described in Volume 230, Page 216, Document No. 257560, Brown County Register of Deeds office and also identified as part of Brown County Tax Parcel WD-104, and

All that part of the following described parcel of land to-wit: Lot 120 Assessor's Subdivision, West side of the Fox River, in the City of De Pere, except the North 65 and 1/3 feet as described in Volume 134 of Deeds on Page 549 and Volume 156 of Deeds on Page 456 in the Office of the Register of Deeds in and for said Brown County, together with improvements thereon, further described as follows: Commencing at a point on the South line of said Lot 120, 231 feet East of the Southwest corner of said Lot 120 as a starting point; running thence Northerly on a line parallel to the West line of said Lot 120 to a point 65 and 1/3 feet South of the North boundary line of said Lot 120; running thence Easterly on a line parallel to the South line of said Lot 120 to the East boundary line of said Lot 120, running thence Southeasterly on the East boundary line of said Lot 120 to the Southeast corner of said Lot 120; running thence Westerly on the South boundary line of said Lot 120 to the place of beginning; as described in Volume 210, Page 292, Document No. 188382, Brown County Register of Deeds office and also identified as part of Brown County Tax Parcel WD-104, and

That part of the Northeast fractional ¼ of Section 28, Township 23 North, Range 20 East of the 4th Principal Meridian and that part of Private Claim Number 29, West of the Fox River, bounded and described as follows, to-wit: Commencing at the intersection of the Southerly line of Grant Street with the Southwesterly line of the right-of-way line of the Chicago and Northwestern Railway Company; thence Southeasterly along said Southwesterly right of way line, 320 feet to the point of beginning; thence continue Southeasterly along said Southwesterly right-of-way line to a line drawn parallel with and 56 feet Westerly, measured at right angles from the original centerline of said railway company, as said original centerline was located and established; thence Northerly parallel with said original centerline to its intersection with a line drawn parallel with and distant 25 feet Westerly, measured at right angles from the centerline of said Railway Company's Spur Track I.C.C. Number 360; thence continue Northerly parallel with said Spur Track I.C.C. Number 360 to a point on a line drawn at right angles Easterly through the point of beginning; thence Westerly along said line drawn at right angles through the point of beginning, 80 feet, more or less, to the point of beginning;

EXCEPT: Part of the Northeast Fractional Quarter of Section 28, T23N-R20E; part of Lot 1 of "Stewart Second Addition to West DePere" and Part of Lot 162 of "Assessor's Subdivision",

West side of Fox River, all in The City of DePere, Brown County, Wisconsin, more fully described as follows: Commencing at the Northwest Corner of Lot 2, Stewart's Second Addition to West DePere: thence S83° 21' 16" E, 268.33 feet along the south line of Butler Street to the point of beginning; thence S83° 21' 16" E, 147.00 feet along said south line to the east line of Volume 753, Records, page 612, and the west right-of-way of a railroad; thence S17° 17' 24"E, 231.04 feet along the said east and west line; thence 214.66 feet along the said west line being the arc of a 2162.00 foot radius curve to the right whose long chord bears S10° 09' 29" E, 214.57 feet to the south line of Volume 372, Deeds, Page 571; thence N 83° 23' 46" W, 299.71 feet along said south line; thence N6° 13' 34" E, 416.80 feet along the west lines of Volume 372, Deeds, page 571, and Volume 210, Deeds, Page 221 to the point of beginning. Parcel contains 96,536 square feet/2.22 acres more or less.;

as described in Volume 753, Page 612, Document No. 652750, and Jacket 11309, Image 12, Document No. 1106707, County Register of Deeds office and also identified as Brown County Tax Parcel WD-100-3.

ATTACHMENT B
INVESTIGATION AND REMEDIAL ACTION PLAN REPORTS
Former DePere Progressive Farmers Cooperative, Inc. Property

1. Progressive Farmers Cooperative Property, 548 Butler Street, DePere, Wisconsin, Subsurface Investigation Work Plan, March 18, 1996, STS Consultants Ltd., Green Bay, Wisconsin.
2. Progressive Farmers Cooperative, 548 Butler Street, DePere, Wisconsin, Subsurface Investigation Report and Corrective Action Alternatives Analysis, August 1, 1996, STS Consultants Ltd., Green Bay, Wisconsin.
3. Results of Chromium and Cyanide Sampling at the Progressive Farmers Cooperative Petroleum Site Located at 548 Butler Street, DePere, Wisconsin, November 13, 1996, STS Consultants Ltd., Green Bay, Wisconsin.
4. Report of Petroleum-Impacted Soil Removal, Progressive Farmers Cooperative, 548 Butler Street, DePere, Wisconsin, April 1, 1997, STS Consultants Ltd., Green Bay, Wisconsin.
5. 1997 Natural Attenuation Groundwater Quality Monitoring Results for the Progressive Farmers Cooperative, 548 Butler Street, DePere, Wisconsin, February 9, 1998, STS Consultants Ltd., Green Bay, Wisconsin.
6. Case Summary And Close Out Form, Progressive Farmers Cooperative, 548 Butler Street, DePere, Wisconsin, July 6, 1999, STS Consultants Ltd., Green Bay, Wisconsin.
7. Property Information for Site Closure of the Progressive Farmers Cooperative Butler Street Site, DePere, Wisconsin, March 2, 2000, STS Consultants, Ltd., Green Bay, Wisconsin.
8. Additional Groundwater Sampling Results, Progressive Farmers Cooperative Site, 548 Butler Street, DePere, Wisconsin, May 23, 2000, STS Consultants Ltd., Green Bay, Wisconsin.
9. Final Closure Documentation, Progressive Farmers Cooperative Site, 548 Butler Street, DePere, Wisconsin, July 17, 2000, STS Consultants Ltd., Green Bay, Wisconsin.
10. Request for Voluntary Party Liability Exemption for Progressive Farmers Cooperative Property, 548 Butler Street, DePere, Wisconsin, September 13, 2001, STS Consultants, Ltd., Green Bay, Wisconsin.

11. Phase I Environmental Site Assessment, Progressive Farmers Cooperative Property, 548 Butler Street, DePere, Wisconsin, December 21, 2001, STS Consultants, Ltd., Green Bay, Wisconsin.
12. Facsimile Transmission of the Hydraulic Lift Removals, Progressive Farmers Cooperative, Butler Street, DePere, Wisconsin, August 29, 2002, STS Consultants, Ltd., Green Bay, Wisconsin.
13. Facsimile Transmission of the Hydraulic Lift Removals, Progressive Farmers Cooperative, Butler Street, DePere, Wisconsin, September 4, 2002, STS Consultants, Ltd., Green Bay, Wisconsin.
14. Facsimile Transmission of the Hydraulic Lift Removal, Progressive Farmers Cooperative, Butler Street, DePere, Wisconsin, September 5, 2002, Northern Environmental, Green Bay, Wisconsin.
15. Results of Groundwater Monitoring and Field Observations, Former Progressive Farmers Cooperative, 548 Butler Street, DePere, Wisconsin, November 6, 2002, STS Consultants, Ltd., Green Bay, Wisconsin.
16. Spring 2003 Monitoring Report, Better Brite Plating, Inc., DePere, Wisconsin, June 30, 2003, GeoTrans, Inc., Brookfield, Wisconsin.
17. Facsimile Transmission of Plat of Survey, Progressive Farmers Cooperative, Butler Street, DePere, Wisconsin, February 13, 2003, STS Consultants, Ltd., Green Bay, Wisconsin.

ATTACHMENT C
DEED RESTRICTION

Former DePere Progressive Farmers Cooperative, Inc. Property

See attached copy of deed restriction and affidavit of correction

1759815

Document Number

GROUNDWATER USE RESTRICTION

BROWN COUNTY
REGISTER OF DEEDS
CATHY WILLIQUETTE

2860 JUN 23 P 1:40

Declaration of Restrictions

In Re: See legal descriptions provided in Attachments 1, hereby attached and made a part of this restriction.

22⁰⁰
⑦

Recording Area

Name and Return Address

John Schmidt
Progressive Farmers Coop
1221 Grant Street
DePere, WI 54115

STATE OF WISCONSIN)
) ss
COUNTY OF BROWN)

Parcel Identification Number (PIN)

WHEREAS, De Pere Progressive Farmers Cooperative, Inc. is the owner of the above-described property.

WHEREAS, one or more petroleum discharges have occurred on this property. Petroleum contaminated groundwater above ch. NR 140, Wis. Adm. Code, enforcement standards existed on this property at the following locations on August 16, 1998: Monitoring Well 2 (MW-2) had benzene at 6.58 micrograms per liter (ug/L), at Sump 2 (SU-2) benzene was at 87.1 ug/L; at SU-5 benzene was at 38.8 ug/L; and at SU-10 benzene was at 11.4 ug/L. Location of the monitoring wells and sumps is provided on Attachment 2 and made a part of this restriction.

WHEREAS, it is the desire and intention of the property owner to impose on the property restrictions which will make it unnecessary to conduct further groundwater or soil remediation activities on the property at the present time.

WHEREAS, natural attenuation has been approved by the Department of Natural Resources to remediate groundwater contamination exceeding ch. NR 140, Wis. Adm. Code, groundwater standards within the boundaries of this property.

WHEREAS, construction of wells where the water quality does not comply with drinking water standards in ch. NR 809, Wis. Adm. Code is restricted by chs. NR 811 and NR 812, Wis. Adm. Code. Special well construction standards or water treatment requirements, or both, or well construction prohibitions may apply.

NOW THEREFORE, the owner hereby declares that all of the property described above is held and shall be held, conveyed or encumbered, leased, rented, used, occupied and improved subject to the following limitation and restrictions:

Anyone who proposes to construct or reconstruct a well on this property is required to contact the Department of Natural Resources' Bureau of Drinking Water and Groundwater, or its successor agency, to determine what specific requirements are applicable, prior to constructing or

reconstructing a well on this property. No well may be constructed on this property unless applicable requirements are met.

If construction is proposed on this property that will require dewatering, or if groundwater is to be otherwise extracted from this property, while this groundwater use restriction is in effect, the groundwater shall be sampled and analyzed for contaminants that were previously detected on the property and any extracted groundwater shall be managed in compliance with applicable statutes and rules.

This restriction is hereby declared to be a covenant running with the land and shall be fully binding upon all persons acquiring the above-described property whether by descent, devise, purchase or otherwise. This restriction benefits and is enforceable by the Wisconsin Department of Natural Resources, its successors or assigns. The Department, its successors or assigns, may initiate proceedings at law or in equity against any person or persons who violate or are proposing to violate this covenant, to prevent the proposed violation or to recover damages for such violation.

Any person who is or becomes owner of the property described above may request that the Wisconsin Department of Natural Resources or its successor issue a determination that one or more of the restrictions set forth in this covenant is no longer required. Upon the receipt of such a request, the Wisconsin Department of Natural Resources shall determine whether or not the restrictions contained herein can be extinguished. If the Department determines that the restrictions can be extinguished, an affidavit, attached to a copy of the Department's written determination, may be recorded to give notice that this deed restriction, or portions of this deed restriction, are no longer binding.

By signing this document, JOHN G. SCHMIOT asserts that he/she is duly authorized to sign this document on behalf of the De Pere Progressive Farmers Cooperative.

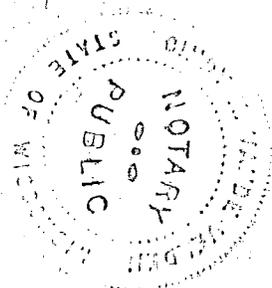
IN WITNESS WHEREOF, the owner of the property has executed this Declaration of Restrictions, this 7TH day of JUNE, 2000

Signature: [Handwritten Signature]
Printed Name: JOHN G. SCHMIOT
Title: General Manager

Subscribed and sworn to before me
this 17 day of June, 2003

[Handwritten Signature] CINDY K. UAWDE VELDEN
Notary Public, State of Wis Exp June 1, 2003
My commission _____

This document was drafted by the Wisconsin Department of Natural Resources based on information provided by STS Consultants, Inc.



Attachment 1

231-216

257560

This Indenture, made by Mrs. Mary Willoms widow of Henry Willoms
sometimes written Henry Willoms, deceased,

grantor, of Brown County, Wisconsin, hereby

quit-claim De Pere Morrison Progressive Farmers Co-operative
Association, Inc., formerly De Pere Morrison Local Council (Co-operative)

grantee of Brown County, Wisconsin, for the

sum of One dollar

the following tract of land in Brown County, State of Wisconsin:

That part of Lot Number One hundred twenty (120) Assessor's Sub-
division, West side of Fox River, in the city of De Pere, except the
North sixty-five and one-third (65 & 1/3) feet as described in Volume
134 of Deeds on Page 549 and in Volume 156 of Deeds on page 456 in the
office of the Register of Deeds in and for said Brown County bounded
and described as follows:

Commencing at a point on the south line of said lot one hundred
twenty (120), one hundred thirty-one (131) feet east of the Southwest
Corner of said lot, running thence Northerly on a line parallel with
the west line of said lot to a point sixty-five and one-third (65 & 1/3)
feet south of the north boundary line of said lot; thence easterly on a
line parallel with the south line of said lot one hundred (100) feet;
thence southerly on a line parallel with the west boundary line of said
lot to the south boundary line thereof; and thence westerly on the
south boundary line of said lot one hundred (100) feet to the place of
beginning.

The purpose of this conveyance is to correct a typographical error
in the description in the deed recorded in Vol. 227 of Deeds on Page
582 in the office of the Register of Deeds in and for said Brown County.

In Witness Whereof, the said grantor has hereunto set her hand and seal this
30th day of April, A. D. 1941.

Signed and Sealed in Presence of

Mrs. Mary Willoms (Seal)

Francis J. Anderson (Seal)

[Signature]

(Seal)

(Seal)

(Seal)

State of Wisconsin,

Brown County, ss.

Personally came before me, this 30th day of April, A. D. 1941,
the above named Mrs. Mary Willoms widow of Henry Willoms, sometimes
written Henry Willoms, deceased,

known to be the person who executed the foregoing instrument and acknowledged the same.



Francis J. Anderson

Notary Public, Brown County, Wis.

My Commission expires A. D. 19

My Commission Expires April 30, 1944

Form 2000-A

Vol 753 PAGE 612

D. R. No.

652750

Authorization No. P-798

DKRD No. 69723

This Indenture, Made this Twenty-fourth day of July A. D. 1962

between the CHICAGO AND NORTH WESTERN RAILWAY COMPANY, a Wisconsin Corporation, party of the first part, and DE PERE PROGRESSIVE FARMERS COOPERATIVE, INC., of DePere, Wisconsin part Y of the second part,

WITNESSETH, That the said party of the first part, for and in consideration of the sum of TWO THOUSAND and NO/100 (2,000.00) Dollars in hand paid by the said party Y of the second part,

the receipt whereof is hereby acknowledged, has granted, released, conveyed and quit-claimed, and by these presents does remise, release, convey and quit-claim unto the said party Y of the second part its successors and assigns

forever all interest which the said party of the first part has in and to the following described lot parcel of land situated, lying and being in the City of DePere County of BROWN or

and State of Wisconsin and known and described as follows, to-wit:

That part of the Northeast Fractional Quarter (NE Fr. 1/4) of Section Twenty-Eight (28), Township Twenty-Three (23) North, Range Twenty (20) East of the Fourth Principal Meridian and that part of Private Claim Number 29, West of the Fox River, bounded and described as follows, to-wit: Commencing at the intersection of the Southerly line of Grant Street with the Southwesterly line of the right of way line of the Chicago and North Western Railway Company; thence Southeasterly along said Southwesterly right of way line, Three Hundred Twenty (320) feet to the point of beginning; thence continue Southeasterly along said Southwesterly right of way line to a line drawn parallel with and Fifty-Six (56) feet Westerly, measured at right angles from the original centerline of said Railway Company, as said original centerline was located and established; thence Northerly parallel with said original centerline to its intersection with a line drawn parallel with and distant Twenty-Five (25) feet Westerly, measured at right angles from the centerline of said Railway Company's Spur Track I.C.C. Number 360; thence continue Northerly parallel with said Spur Track I.C.C. Number 360 to a point on a line drawn at right angles Easterly through the point of beginning; thence Westerly along said line drawn at right angles through the point of beginning, Eighty (80) feet, more or less, to the point of beginning.

Reserving, however, unto said party of the first part, its lessees, licensees, successors and assigns, the poles and wires now located upon said premises, together with the right to maintain and reconstruct the same until such time as they are permanently removed by said party of the first part, its lessees, licensees, successors or assigns, and by the acceptance of this conveyance the party of the second part for itself, its successors and assigns, agrees to assume the entire cost and expense of removing said poles and wires from the premises herein conveyed, in the event such removal is desired by said party of the second part, its successors and assigns.

Also, reserving unto the party of the first part, its successors and assigns, and those whom it may elect, the right of ingress and egress in common

652750

with the party of the second part, its successors and assigns, in, over, upon and across a Twenty (20) foot wide driveway as it may from time to time be located on the above described premises.

Subject, however, to the rights of the City of DePere for storm sewers located on the above described premises, as said rights are contained in licenses between the Chicago and North Western Railway Company and said City of DePere, dated June 2, 1919 and July 23, 1952.



TO HAVE AND TO HOLD the same together with all and singular the appurtenances and privileges thereto belonging, or in any wise thereto appertaining, as to all estate, right, title, interest and claim whatever of the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part and its successors and assigns forever.

SHOWN, SIGNED AND DELIVERED BY PERSONS OF:

Opal T. Morgan
Opal T. Morgan
Vincent J. Luisi
Vincent J. Luisi

IN TESTIMONY WHEREOF, the said CHICAGO AND NORTH WESTERN RAILWAY COMPANY has heretofore caused its corporate seal to be affixed, and this instrument to be signed by its VICE President, and attested by its Secretary the day and year first hereinabove written.

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

By: *B. R. Meyers*
B. R. Meyers, VICE President

Attest: *J. A. Ross*
J. A. Ross, Secretary

Approved: *C. S. Anderson*
C. S. Anderson, Chief Title Officer



Excluded:
Parcel WD-857

DOCUMENT NO.

WARRANTY DEED
STATE OF WISCONSIN - FORM 2

THIS SPACE RESERVED FOR RECORDING DATA

1106707

J 11309 I 12

REGISTER OF DEEDS
BROWN COUNTY

This Indenture, Made this 19th day of December
A. D., 1986, between PROGRESSIVE FARMERS COOPERATIVE
a Corporation duly organized and existing under and by
virtue of the laws of the State of Wisconsin, located at DePere
Wisconsin, party of the first part, and RANDALL S. VAN DEN ELZEN

1986 DEC 19 AM 11:35

City Willigants
REGISTER OF DEEDS

part Y of the second part.
Witnesseth, That the said party of the first part, for and in consideration of the sum
of One (\$1.00) Dollar and other valuable consideration
to it paid by the said part Y of the second part, the receipt whereof is hereby confessed and
acknowledged, has given, granted, bargained, sold, remised, released, aliened, conveyed and con-
firmed, and by these presents does give, grant, bargain, sell, remise, alien, convey, and confirm unto
the said part Y of the second part, his heirs and assigns forever, the following described real estate, situated in
the County of BROWN State of Wisconsin, to-wit:

RETURN TO
Per Veris

Part of the Northeast Fractional Quarter of Section 28, T23N-R20E; part of Lot 1 of
"Stewart's Second Addition to West DePere" and Part of Lot 162 of "Assessor's Subdivision"
West side of Fox River, all in The City of DePere, Brown County, Wisconsin, more fully
described as follows: Commencing at the Northwest Corner of Lot 2, Stewart's Second
Addition to West DePere; thence S83° 21' 16"E, 268.33 feet along the south line of
Butler Street to the point of beginning; thence S83° 21' 16" E, 147.00 feet along said
south line to the east line of Volume 753, Records, page 612, and the west right-of-way
of a railroad; thence S 17° 17' 24" E, 231.04 feet along the said east and west line;
thence 214.66 feet along the said west line being the arc of a 2162.00 foot radius curve
to the right whose long chord bears S10° 09' 29" E, 214.57 feet to the south line of
Volume 372, Deeds, Page 571; thence N 83° 23' 46" W, 299.71 feet along said south line;
(continued on reverse side)

(IF NECESSARY, CONTINUE DESCRIPTION ON REVERSE SIDE)

Together with all and singular the hereditaments and appurtenances thereto belonging or in any wise appertaining; and all the
estate, right, title, interest, claim or demand whatsoever, of the said party of the first part, either in law or equity, either in possession or
expectancy or, in and to the above bargained premises, and their hereditaments and appurtenances.

To have and to hold the said premises as above described with the hereditaments and appurtenances, unto the said part Y
of the second part, and to his heirs and assigns FOREVER.

And the said Progressive Farmers Cooperative party of the first part, for itself and its successors, does covenant, grant, bargain and agree to and with the said part Y
of the second part, his heirs and assigns, that at the time of the encasing and delivery of these presents it is well
seized of the premises here described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple,
and that the same are free and clear from all incumbrances whatever.

and that the above bargained premises in the quiet and peaceable possession of the said part Y of the second part, his
heirs, and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, it will forever WARRANT and
DEFEND.

In Witness Whereof, the said Progressive Farmers Cooperative
party of the first part, has caused these presents to be signed by Donald Zittlow
its President, and countersigned by John Van Deurzen its Secretary,
at DePere Wisconsin, and its corporate seal to be hereunto affixed, this
19th day of December A. D., 1986

SIGNED AND SEALED IN PRESENCE OF

PROGRESSIVE FARMERS COOPERATIVE
Corporate Name

TRANSFER

FEE
\$ 189.00

Donald Zittlow
Donald Zittlow
President
John Van Deurzen
John Van Deurzen
Secretary

STATE OF WISCONSIN
Brown County, } ss.

Personally came before me, this 19th day of December A. D., 1986,
Donald Zittlow President, and John Van Deurzen Secretary

of the above named Corporation, to me known to be the persons who executed the foregoing instrument, and in the presence of each other,
President and Secretary of said Corporation, and acknowledged that they executed the foregoing instrument as such officers of the said
said Corporation, by its authority.

THIS INSTRUMENT WAS DRAFTED BY

NOTARY
SEAL

Notary Public,

My commission (expires) (is) Permanently

Allan M. Ross, Attorney

(Section 39.51 (1) of the Wisconsin Statutes provides that all instruments to be recorded shall have plainly printed or typewritten thereon
the names of the grantor, grantee, witness and notary. Section 39.51(3) similarly requires that the name of the person who, as govern-
mental agent which, drafted such instrument, shall be printed, typewritten, stamped or written thereon in a legible manner.)

Excluded:
Parcel WD-857

1106707

SI 1 00211 L

J 11809 1061

Legal description continued:

thence N6° 13' 34" E, 415.80 feet along the west lines of Volume 372, Deeds, page 571, and Volume 210, Deeds, Page 221 to the point of beginning. Parcel contains 96,936 square feet/2.22 acres more or less.

TRANSFER
FEB

This Indenture, made by Henry Williams and Mary Williams, his wife, (sometimes written Henry Williams)

Inferior Quality Original

Grantor of Brown County, Wisconsin, hereby Convey and Warrant to De Pere, Wisconsin Local Council (Co-operative) having its location and principal office at the City of De Pere,

Grantee of Brown County, Wisconsin

for the sum of One dollar and other valuable considerations

the following tract of land in Brown County, State of Wisconsin:

All that part of the following described parcel of land, to-wit:-
Lot Number One Hundred twenty (120) Assessor's Subdivision, West Side of Fox River, in the City of De Pere, across the North Sixty-five and one-third (65-1/3) feet, as depicted in Volume 134 of Deeds on page 548, and in Volume 156 of Deeds on Page 456, in the office of the Register of Deeds in and for said Brown County, together with all improvements thereon.

Commencing at a point on the South line of said Lot One Hundred Twenty (120); Two hundred thirty-one (231) feet east of the Southwest corner of said Lot One Hundred twenty (120) as a starting point, running thence Eastward on a line parallel to the West line of said Lot One Hundred Twenty (120) to a point Sixty-five and one-third (65-1/3) feet south of the North boundary line of said Lot One Hundred Twenty (120); thence Eastward on a line parallel to the South line of said Lot One Hundred Twenty (120) to the East boundary line of said Lot One Hundred twenty (120); running thence Southeastward on the East boundary line of said Lot One Hundred twenty (120) to the Southeast corner of said Lot One Hundred twenty (120); running thence Westward on the South boundary line of said Lot One Hundred twenty (120) to the place of beginning.

The intention of this deed being to convey all that portion of lot One hundred twenty (120) as shown on the plat recorded in Volume 204 of Deeds at page 472 lying east of the West Two hundred thirty-one (231) feet line.

(\$1.50 Revenue stamp canceled)

IN WITNESS WHEREOF, the said grantors have hereunto set their hands and seals this 30th day of

October, A.D. 1918

Signed and Sealed in Presence of

Fred H. Smith

Ferns Hendricks

Henry Williams

Mary Williams

STATE OF WISCONSIN,

Brown County

Personally came before me, this 30th day of October

A.D. 1918, the above named Henry Williams and Mary Williams, his wife, (sometimes written Henry Williams)

to me known to be the person who executed the foregoing instrument and acknowledged the same.

Fred H. Smith



Received for record November 2nd, A.D. 1918

at 10:10 o'clock A.M.

Notary Public Brown County, Wis.

Register.

My Commission expires April 16, 1919

A.D. 1918

Proprietor's Signature

State of Wisconsin
Department of Natural Resources



**CERTIFICATE OF COMPLETION
OF RESPONSE ACTIONS
UNDER SECTION 292.15(2)(ae) and (ag) WIS. STATS.**

Whereas, LTF Investments, LLC has applied for an exemption from liability under s. 292.15, Wis. Stats., for the property located at 500 and 506 Butler Street, DePere, Wisconsin, which is commonly referred to as the former DePere Progressive Farmers Cooperative, Inc. property, further described in the legal description provided on Attachment A (“the Property”);

Whereas, an environmental investigation of the Property has been conducted and has determined that contamination exists at the Property;

Whereas, Flintstone Properties, LLC, and DePere Progressive Farmers Cooperative, Inc. have submitted to the Wisconsin Department of Natural Resources (“WDNR”) investigation reports and a remedial action plan for the Property which comply with the requirements set forth in chs. NR 700-754, Wis. Adm. Code, consisting of the documents and reports listed in Attachment B;

Whereas, in accordance with s. 292.15(2)(ae) Wis. Stats., the WDNR has determined that an environmental investigation has been conducted which adequately identified and evaluated the nature and extent of the hazardous substance discharges on the Property and WDNR has approved of the remedial action plan for the Property; and

Whereas, DePere Progressive Farmers Cooperative, Inc. has filed with the Register of Deeds of Brown County a deed restriction and an affidavit of correction (Attachment C) on the Property which declares that a portion of the Property is held and shall be held, conveyed or encumbered, leased, rented, used, occupied and improved subject to the following limitations and restrictions:

Anyone who proposes to construct or reconstruct a well on this property is required to contact the Department of Natural Resources’ Bureau of Drinking Water and Groundwater, or its successor agency, to determine what specific requirements are

applicable, prior to constructing or reconstructing a well on this property. No well may be constructed on this property unless applicable requirements are met.

If construction is proposed on this property that will require dewatering, or if groundwater is to be otherwise extracted from this property, while this groundwater use restriction is in effect, the groundwater shall be sampled and analyzed for contaminants that were previously detected on the property and any extract groundwater shall be managed in compliance with applicable statutes and rules.

Whereas, LTF Investments, LLC has paid to WDNR the appropriate insurance fee and has submitted a complete insurance application form to obtain coverage under the state's master insurance contract in accordance with s. 292.15(2)(ae)3m., Wis. Stats., and ch. NR 754, Wis. Adm. Code;

Whereas, each property where there are ch. NR 140, Wis. Adm. Code enforcement standard exceedances will be included on the WDNR's geographic information system registry of closed remediation sites and the voluntary party has submitted all the information to the WDNR's necessary to be included on this registry pursuant to s. NR 726.05(3)(a)4., Wis. Adm. Code, including copies of letters to all landowners whose property has groundwater contamination that exceeds ch. NR 140, Wis. Adm. Code Enforcement Standards; and

Whereas, on January 20, 2004 WDNR determined that response actions necessary to restore the environment to the extent practicable with respect to the discharges and minimize the harmful effects from the discharges to the air, land, and waters of the state were completed except with respect to: (1) benzene contaminated groundwater above ch. NR 140, Wis. Adm. Code, enforcement standards that WDNR has determined will be brought into compliance through natural attenuation, in accordance with rules promulgated by WDNR, and (2) chromium in the groundwater, for which LTF Investments, LLC is exempt from liability under s. 292.13(1), Wis. Stats.;

Whereas, on January 28, 2004, LTF Investments, LLC obtained a written determination from WDNR under s. 292.13(2), Wis. Stats., that LTF Investments, LLC would be exempt from liability under s. 292.13(1), Wis. Stats., with respect to chromium contamination in the groundwater on the Property once LTF Investments, LLC takes ownership of the Property; and

Therefore, based upon the information that has been submitted to the WDNR, the WDNR hereby certifies that the response actions set forth in the WDNR approved remedial action plan for the Property and any other necessary response actions have been completed, except with respect to: (1) benzene contaminated groundwater above ch. NR 140, Wis. Adm. Code, enforcement standards that WDNR has determined will be brought into compliance

through natural attenuation, in accordance with rules promulgated by WDNR, and (2) chromium contamination in the groundwater which is on the property from an off-site property, for which LTF Investments, LLC is exempt from liability under s. 292.13(1) Wis. Stats.

Upon issuance of this Certificate, LTF Investments, LLC and the persons qualified for protection under s. 292.15(3), Wis. Stats., are exempt from the provisions of ss. 289.05(1), (2), (3) and (4), 289.42(1), 289.67, 291.25(1) to (5), 291.29, 291.37, 292.11(3), (4), and (7)(b) and (c) and 292.31(8), Wis. Stats., with respect to the existence of hazardous substances on or originating from the Property, the release of which occurred prior to the date the WDNR approved the environmental investigation required under ss. 292.15(2)(ag), (a)1., and 292.15(2)(ae)1., Wis. Stats., provided that LTF Investments, LLC or current owner of the Property continues to satisfy the conditions under s. 292.13(1)(d) to (g), Wis. Stats. Those conditions are detailed in s. 292.13, Wis. Stats., but can be summarized as follows, with respect to discharges of hazardous substances that originated from a source other than the Property: allow WDNR, parties responsible for the hazardous substance discharges, and their representatives, to enter the Property to take action to respond to the discharges; agree to avoid any interference with action taken to respond to the discharge and avoid actions that worsen the discharge; and agree to any other conditions WDNR determines are reasonable and necessary to ensure that WDNR and the responsible parties can respond to the discharge. LTF Investments, LLC and a person otherwise qualified for protection under s. 292.15(3), Wis. Stats., who owns or controls the Property would no longer qualify for this liability exemption if that person fails to maintain or monitor the Property as required by applicable rules promulgated by the WDNR.

Any releases of a hazardous substance to or from the Property that occur after the date that the environmental investigation was approved will be the responsibility of the current Property owner and any other person who possesses or controls that discharge and any person who caused the discharge.

If natural attenuation fails, the insurance coverage which LTF Investments, LLC obtained under s. 292.15(2)(ae)3m., Wis. Stats., may be used to cover the costs of complying with s. 292.11(2), Wis. Stats., with respect to benzene-contaminated groundwater above ch. NR 140, Wis. Adm. Code, enforcement standards.

The protection from liability provided under s. 292.15(2), Wis. Stats., does not apply to any person who has obtained a Certificate of Completion by fraud or misrepresentation, or by the knowing failure to disclose material information or under circumstances in which LTF Investments, LLC knew or should have known about more discharges of hazardous substances than was revealed by the investigation approved by the WDNR.

Nothing in this Certificate or in s. 292.15, Wis. Stats., affects the authority of the WDNR to exercise any powers or duties under applicable laws other than ss. 289.05(1), (2), (3) and (4), 289.42(1), 289.67, 291.25(1) to (5), 291.29, 291.37, 292.11(3), (4), and (7)(b) and (c) and 292.31(8), Wis. Stats., with respect to any release or threatened release of contaminants at the

Property, or the right of the WDNR to seek relief available against any person who is not entitled to protection from liability under s. 292.15, Wis. Stats., with respect to such release or threatened release.

SIGNED AND CERTIFIED this 3rd day of MARCH, 2004.

Scott Hassett
Scott Hassett, Secretary
Wisconsin Department of Natural Resources

Attachment 1

231-216

257560

This Indenture, made by Mrs. Mary Willoms widow of Henry Willoms
sometimes written Henry Willoms, deceased,

grantor, of Brown County, Wisconsin, hereby

quit-claims De Pere Morrison Progressive Farmers Co-operative
Association, Inc., formerly De Pere Morrison Local Council (Co-operative)

grantee of Brown County, Wisconsin, for the

sum of One dollar

the following tract of land in Brown County, State of Wisconsin:

That part of Lot Number One hundred twenty (120) Assessor's Sub-
division, West side of Fox River, in the city of De Pere, except the
North sixty-five and one-third (65 & 1/3) feet as described in Volume
134 of Deeds on Page 549 and in Volume 156 of Deeds on page 456 in the
office of the Register of Deeds in and for said Brown County bounded
and described as follows:

Commencing at a point on the south line of said lot one hundred
twenty (120), one hundred thirty-one (131) feet east of the Southwest
Corner of said lot, running thence Northerly on a line parallel with
the west line of said lot to a point sixty-five and one-third (65 & 1/3)
feet south of the north boundary line of said lot; thence easterly on a
line parallel with the south line of said lot one hundred (100) feet;
thence southerly on a line parallel with the west boundary line of said
lot to the south boundary line thereof; and thence westerly on the
south boundary line of said lot one hundred (100) feet to the place of
beginning.

The purpose of this conveyance is to correct a typographical error
in the description in the deed recorded in Vol. 227 of Deeds on Page
582 in the office of the Register of Deeds in and for said Brown County.

In Witness Whereof, the said grantor has hereunto set her hand and seal this
30th day of April, A. D. 1941.

Signed and Sealed in Presence of

Mrs. Mary Willoms (Seal)

Francis J. Anderson (Seal)

[Signature]

(Seal)

(Seal)

(Seal)

State of Wisconsin,

Brown County, ss.

Personally came before me, this 30th day of April, A. D. 1941,
the above named Mrs. Mary Willoms widow of Henry Willoms, sometimes
written Henry Willoms, deceased,

known to be the person who executed the foregoing instrument and acknowledged the same.



Francis J. Anderson

Notary Public, Brown County, Wis.

My Commission expires A. D. 19

My Commission Expires April 30, 1944

This Indenture, Made by Henry Willems and Mary Willems, his wife, (sometimes written Henry Willems)

Grantor of Brown County, Wisconsin, hereby
Convey and Warrant to De Pere Morrison Local Council (Co-operative) having its location and principal office
at the City of De Pere,

Grantee of Brown County, Wisconsin
for the sum of One dollar and other valuable considerations
the following tract of land in Brown County, State of Wisconsin;

All that part of the following described parcel of land, to-wit:-
Lot Number One Hundred Twenty (120) Assessor's Subdivision, West Side of Fox River, in the City of De Pere, except
the North Sixty-five and one-third (65-1/3) feet, as described in Volume 134 of Deeds on page 549, and in Volume
156 of Deeds on Page 456, in the office of the Register of Deeds in and for said Brown County, together with im-
provements thereon.

Commencing at a point on the South line of said Lot One Hundred Twenty (120); Two hundred thirty-one (231) feet
east of the Southwest corner of said Lot One hundred twenty (120) as a starting point; running thence northerly
on a line parallel to the West line of said Lot One hundred Twenty (120) to a point sixty-five and one-third (65-1/3)
feet south of the North boundary line of said Lot One hundred twenty (120); running thence Easterly on a line
parallel to the South line of said Lot One Hundred Twenty (120) to the East boundary line of said Lot One hundred
twenty (120); running thence Southeasterly on the East boundary line of said Lot One hundred twenty (120) to the
Southeast corner of said lot One hundred twenty (120); running thence Westerly on the South boundary line of said
Lot One hundred twenty (120) to the place of beginning.

The intention of this deed being to convey all that portion of Lot One hundred twenty (120) described in deed
recorded in Volume 207 of Deeds at page 472 lying east of the West Two hundred thirty-one (231) feet thereof.

(\$.50 revenue stamp canceled)

IN WITNESS WHEREOF, the said grantors have hereunto set their hand and seal this 30th
day of October, A.D. 1936.

Signed and Sealed in Presence of
Fred M. Smith
Verna Hendricks
Henry Willems
Mary Willems
[Seal]
[Seal]
[Seal]
[Seal]

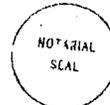
STATE OF WISCONSIN,
Brown County ss. Personally came before me, this 30th day of October

A.D. 1936, the above named Henry Willems and Mary Willems, his wife, (sometimes written Henry Willems)

to me known to be the person who executed the foregoing instrument and acknowledged the same.

Received for record November 2nd A.D. 1936
at 10:13 o'clock A.M.

Fred M. Smith



Notary Public Brown County, Wis.

Register. My Commission expires April 16, 1939

Reginald J. ...

ATTACHMENT 1
Parcel 4 Deed

Parcel WD-100-3

Form 2000-A Vol. 753 PAGE 612 D. T. No.

652750

Authorization No. P-798

DEED No. 69723

This Indenture, Made this Twenty-fourth day of July A. D. 1962

between the CHICAGO AND NORTH WESTERN RAILWAY COMPANY, a Wisconsin Corporation, party of the first part, and DE PERE PROGRESSIVE FARMERS COOPERATIVE, INC.

of DePere, Wisconsin part Y of the second part,

WITNESSETH, That the said party of the first part, for and in consideration of the sum of TWO THOUSAND and No/100 (2,000.00)

Dollars in hand paid by the said party Y of the second part, the receipt whereof is hereby acknowledged, has remised, released, conveyed and quit-claimed, and by these presents does remise, release, convey and quit-claim unto the said party Y of the second part - its successors

and assigns forever all interest which the said party of the first part has in and to the following described lot, place or parcel of land, situate, lying and being in the City of DePere

County of Brown and State of Wisconsin and known and described as follows, to-wit:

That part of the Northeast Fractional Quarter (NE Fr. 1/4) of Section Twenty-Eight (28), Township Twenty-Three (23) North, Range Twenty (20) East of the Fourth Principal Meridian and that part of Private Claim Number 29, West of the Fox River, bounded and described as follows, to-wit: Commencing at the intersection of the Southerly line of Grant Street with the Southwesterly line of the right of way line of the Chicago and North Western Railway Company; thence Southeasterly along said Southwesterly right of way line, Three Hundred Twenty (320) feet to the point of beginning; thence continue Southeasterly along said Southwesterly right of way line to a line drawn parallel with and Fifty-Six (56) feet Westerly, measured at right angles from the original centerline of said Railway Company, as said original centerline was located and established; thence Northerly parallel with said original centerline to its intersection with a line drawn parallel with and distant Twenty-Five (25) feet Westerly, measured at right angles from the centerline of said Railway Company's Spur Track I.C.C. Number 360; thence continue Northerly parallel with said Spur Track I.C.C. Number 360 to a point on a line drawn at right angles Easterly through the point of beginning; thence Westerly along said line drawn at right angles through the point of beginning, Eighty (80) feet, more or less, to the point of beginning.

Reserving, however, unto said party of the first part, its lessees, licensees, successors and assigns, the poles and wires now located upon said premises, together with the right to maintain and reconstruct the same until such time as they are permanently removed by said party of the first part, its lessees, licensees, successors or assigns, and by the acceptance of this conveyance the party of the second part for itself, its successors and assigns, agrees to assume the entire cost and expense of removing said poles and wires from the premises herein conveyed, in the event such removal is desired by said party of the second part, its successors and assigns.

Also, reserving unto the party of the first part, its successors and assigns, and those whom it may elect, the right of ingress and egress in common

Form 3600-B

652750

with the party of the second part, its successors and assigns, in, over, upon and across a Twenty (20) foot wide driveway as it may from time to time be located on the above described premises.

Subject, however, to the rights of the City of DePere for storm sewers located on the above described premises, as said rights are contained in licenses between the Chicago and North Western Railway Company and said City of DePere, dated June 2, 1919 and July 23, 1952.



TO HAVE AND TO HOLD the same together with all and singular the appurtenances and privileges thereto belonging, or in any wise thereto appertaining, as to all estate, right, title, interest and claim whatever of the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns forever.

WITNESSED, SIGNED AND DELIVERED IN PRESENCE OF:

Opal F. Morgan
Opal F. Morgan
Vincent J. Luisi
Vincent J. Luisi

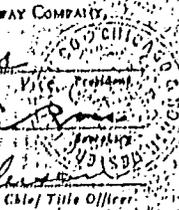
IN TESTIMONY WHEREOF, the said CHICAGO AND NORTH WESTERN RAILWAY COMPANY has hereunto caused its corporate seal to be affixed, and this instrument to be signed by its Vice President, and attested by its Secretary the day and year first hereunto written.

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

By *B. R. Meyers*
B. R. Meyers Vice President

Attest: *T. A. Ross*
T. A. Ross Secretary

Approved: *C. S. Anderson*
C. S. Anderson Chief Title Officer



Jan 13

Parcel 4 Exclusion

DOCUMENT NO.

WARRANTY DEED
STATE OF WISCONSIN - FORM 2

THIS SPACE RESERVED FOR RECORDING DATA

1106707

J 11309 I 12

REGISTER OF DEEDS
BROWN COUNTY

This indenture, Made this 19th day of December
A. D., 1986, between PROGRESSIVE FARMERS COOPERATIVE
a Corporation duly organized and existing under and by
virtue of the laws of the State of Wisconsin, located at DePere
Wisconsin, party of the first part, and RANDALL S. VAN DEN ELZEN

1986 DEC 19 AM 11:35

Cathy Williggett
REGISTER OF DEEDS

part Y of the second part.
Witnesseth, That the said party of the first part, for and in consideration of the sum
of One (\$1.00) Dollar and other valuable consideration
to it paid by the said part Y of the second part, the receipt whereof is hereby confessed and
acknowledged, has given, granted, bargained, sold, remised, released, aliened, conveyed and con-
firmed, and by these presents does give, grant, bargain, sell, remise, alien, convey, and confirm unto
the said part ITS of the second part, ITS heirs and assigns forever, the following described real estate, situated in
the County of BROWN, State of Wisconsin, to-wit:

RETURN TO
Rm Venie

Part of the Northeast Fractional Quarter of Section 28, T23N-R20E; part of Lot 1 of
"Stewart's Second Addition to West DePere" and Part of Lot 162 of "Assessor's Subdivision"
West side of Fcx River, all in The City of DePere, Brown County, Wisconsin, more fully
described as follows: Commencing at the Northwest Corner of Lot 2, Stewart's Second
Addition to West DePere; thence S83° 21' 16"E, 268.33 feet along the south line of
Butler Street to the point of beginning; thence S83° 21' 16" E, 147.00 feet along said
south line to the east line of Volume 753, Records, page 612, and the west right-of-way
of a railroad; thence S 17° 17' 24" E, 231.04 feet along the said east and west line;
thence 214.66 feet along the said west line being the arc of a 2162.00 foot radius curve
to the right whose long chord bears S10° 09' 29" E, 214.57 feet to the south line of
Volume 372, Deeds, Page 571; thence N 83° 23' 46" W, 299.71 feet along said south line;
(continued on reverse side)

(IF NECESSARY, CONTINUE DESCRIPTION ON REVERSE SIDE)

Together with all and singular the hereditaments and appurtenances therunto belonging or in any wise appertaining; and all the
estate, right, title, interest, claim or demand whatsoever, of the said party of the first part, either in law or equity, either in possession or
expectancy of, in and to the above bargained premises, and their hereditaments and appurtenances.

To have and to hold the said premises as above described with the hereditaments and appurtenances, unto the said part Y
of the second part, and to his heirs and assigns FOREVER.

And the said Progressive Farmers Cooperative
party of the first part, for itself and its successors, does covenant, grant, bargain and agree to and with the said part Y of the
second part, ITS heirs and assigns, that at the time of the encasing and delivery of these presents it is well
sized of the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple,
and that the same are free and clear from all incumbrances whatever.

and that the above bargained premises in the quiet and peaceable possession of the said part Y of the second part, his
heirs, and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, it will forever WARRANT and
DEFEND.

In Witness Whereof, the said Progressive Farmers Cooperative
party of the first part, has caused these presents to be signed by Donald Zittlow
its President, and countersigned by John Van Deurzen its Secretary,
at De Pere, Wisconsin, and its corporate seal to be hereunto affixed, this
19th day of December, A. D., 1986.

SIGNED AND SEALED IN PRESENCE OF

PROGRESSIVE FARMERS COOPERATIVE
Corporate Name

Donald Zittlow

President

Donald Zittlow

TRANSFER

FEE

COUNTERSIGNED BY

John Van Deurzen

Secretary

John Van Deurzen

STATE OF WISCONSIN
Brown County, } ss.

Personally came before me, this 19th day of December, A. D., 1986,
Donald Zittlow, President, and John Van Deurzen, Secretary
of the above named Corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such
President and Secretary of said Corporation, and acknowledged that they executed the foregoing instrument as such officers of the said
said Corporation, by its authority.

THIS INSTRUMENT WAS DRAFTED BY

NOTARY
SEAL

Allan M. Ross
Notary Public,
My commission (expires) (in) January 1987 of BROWN County, Wis.

Allan M. Ross, Attorney

Section 39.31 (1) of the Wisconsin Statutes provides that all instruments to be recorded shall have plainly printed or typewritten thereon
the names of the grantor, grantee, witnesses and notary. Section 39.313 similarly requires that the name of the person who, or govern-
mental agency which, drafted such instrument, shall be printed, typewritten, stamped or written thereon in a legible manner.

WARRANTY DEED - By Corporation

STATE OF WISCONSIN
FORM 16. 2

Wisconsin Legal Blank Co. Inc.
Milwaukee, Wis.

1106707

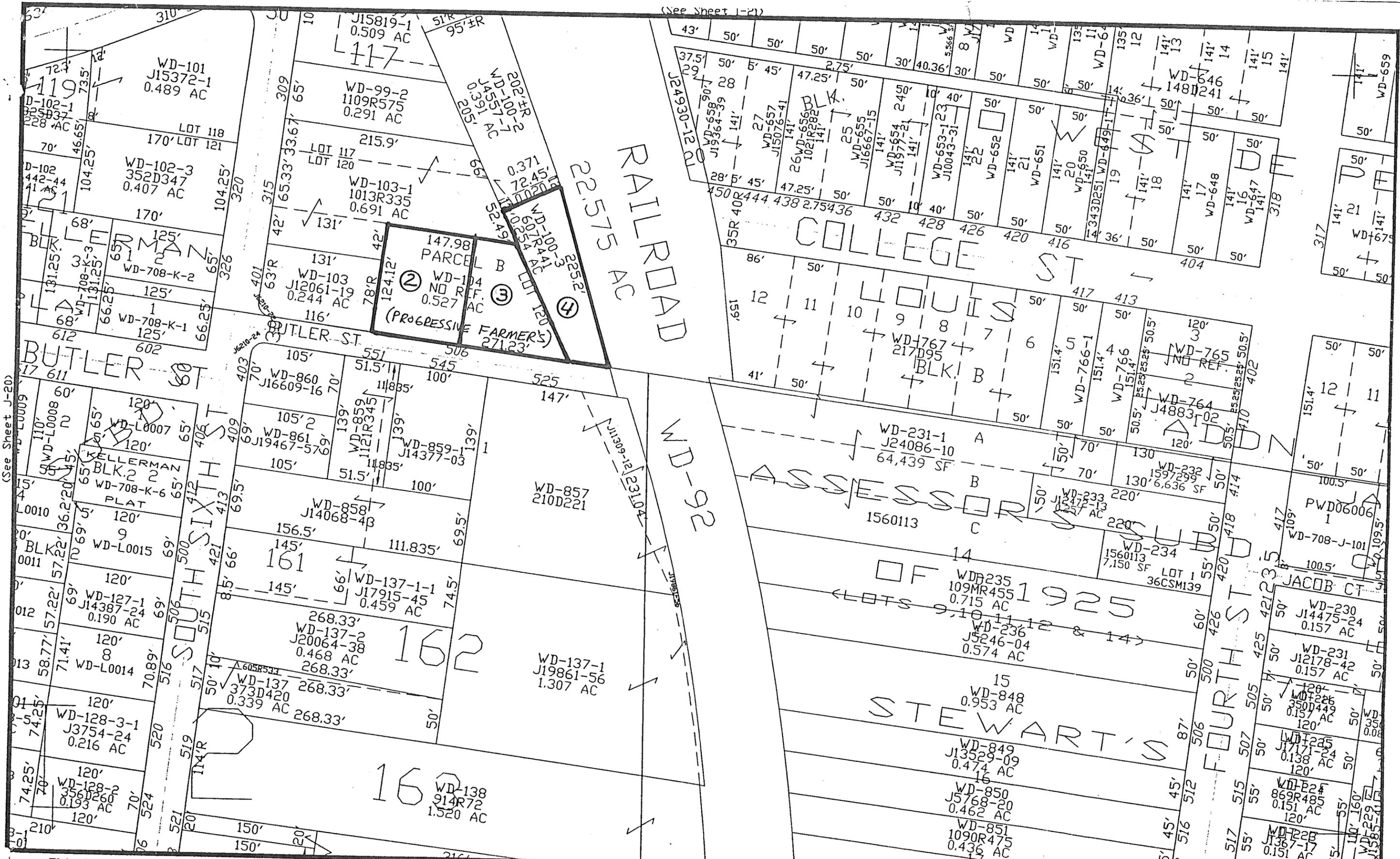
SI 1 00811 L

J 11309 1018

Legal description continued:

thence N6° 13' 34" E, 416.80 feet along the west lines of Volume 372, Deeds, page 571, and Volume 210, Deeds, Page 221 to the point of beginning. Parcel contains 96,536 square feet/2.22 acres more or less.

TRANSFER
FEE



(See Sheet J-20)

This is a compilation of records and data located in various county offices and is to be used for reference purposes only. The map is controlled by the field measurements between the corners of the Public Land Survey System and the parcels are mapped from available records which may not precisely fit field conditions. Brown County is not responsible for any inaccuracies.



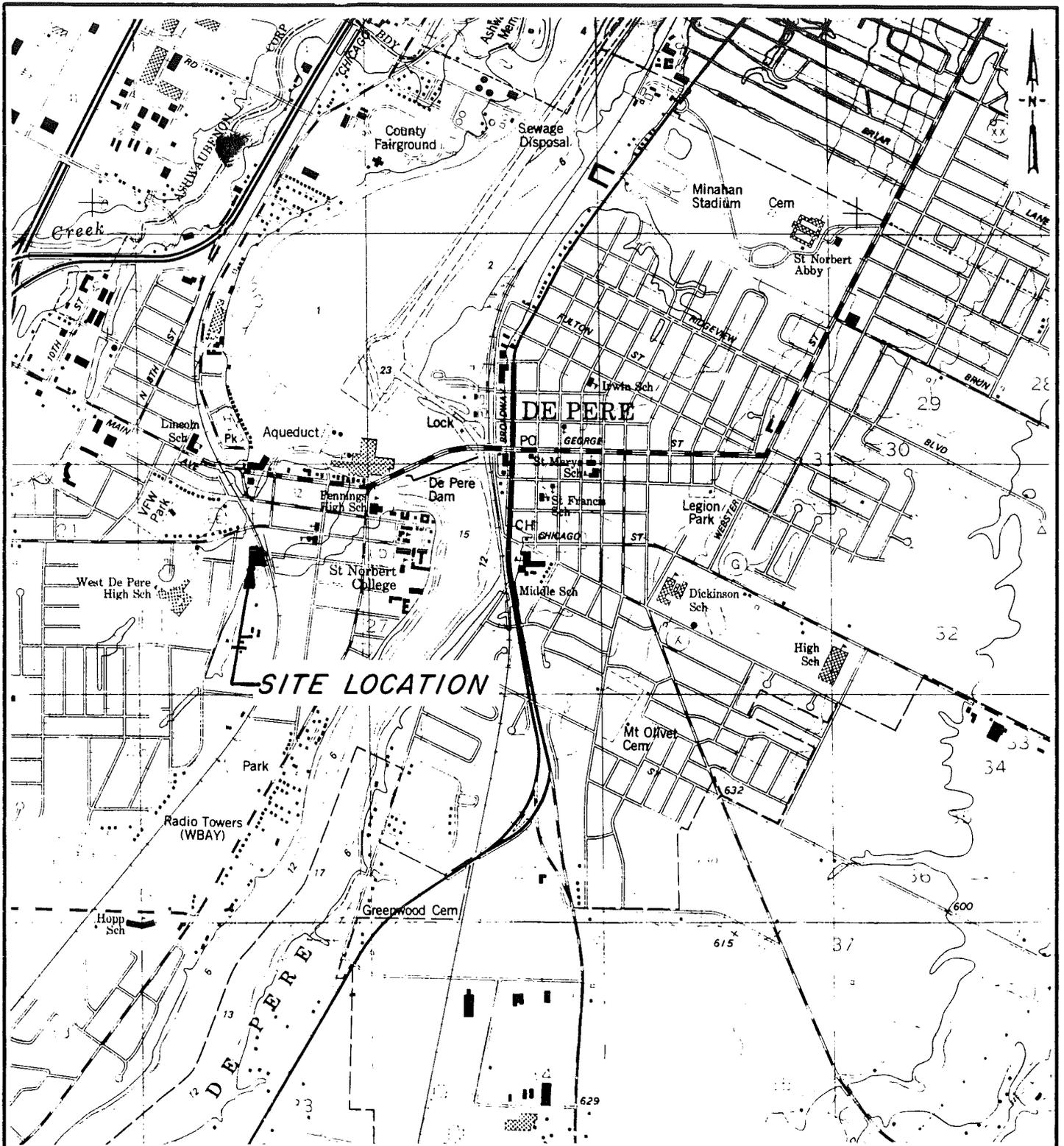
Scale 1" = 100'

City of De Pere

J-21

This map was created by the Brown County Survey Department with funding provided by the City of De Pere and the Wisconsin Land Information Program.

PLOT DATE: 3/3/98



MAP SOURCE: MODIFIED FROM DE PERE, WISCONSIN U.S.G.S. QUADRANGLE DATED 1982.



STS Consultants Ltd.
Consulting Engineers

PROJECT/CLIENT

SITE LOCATION DIAGRAM
PROGRESSIVE FARMERS CO-OPERATIVE
548 BUTLER STREET
DE PERE, WISCONSIN

DRAWN BY P.D.P. 3-1-96

CHECKED BY *RTM* 3-4-96

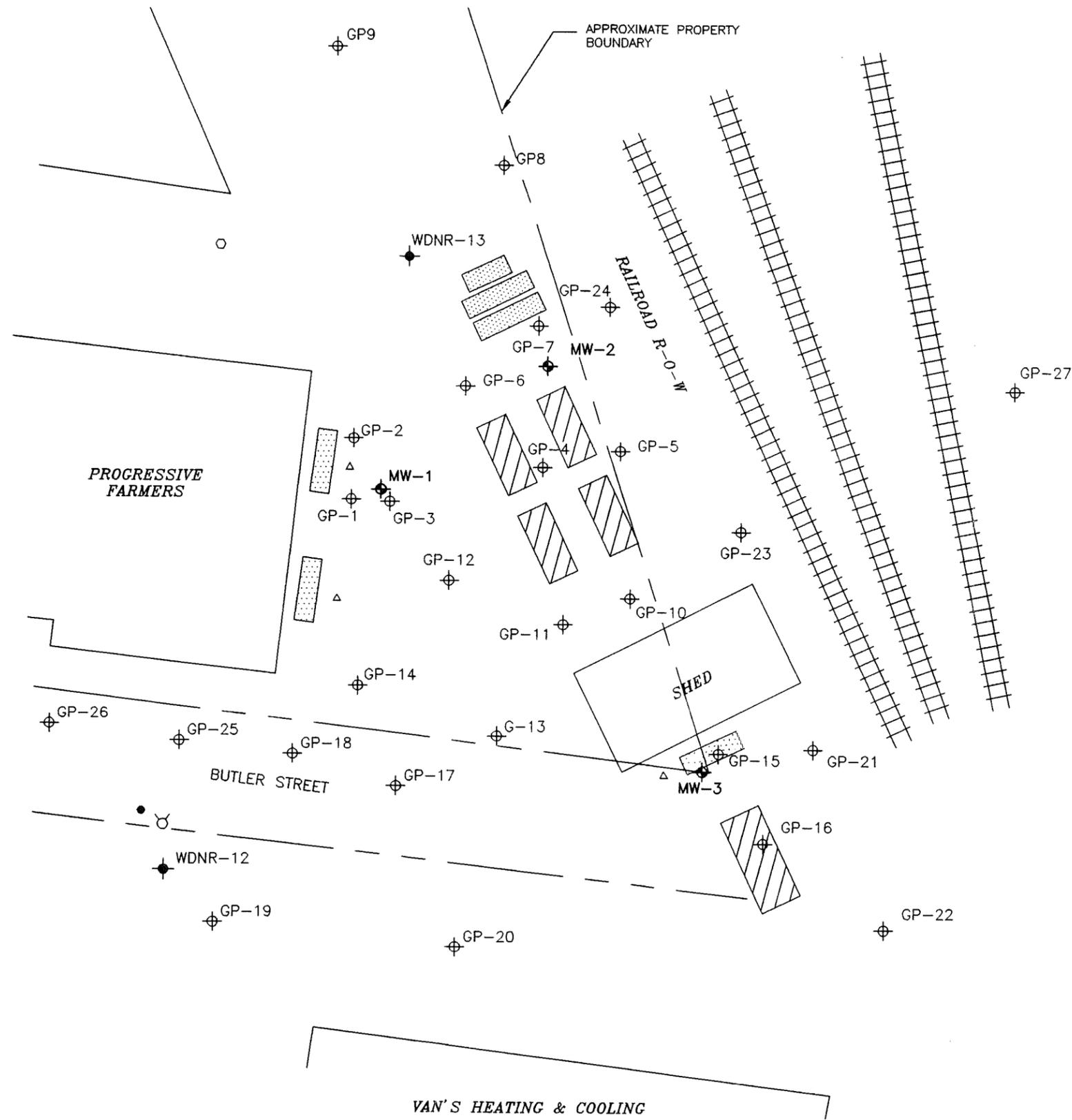
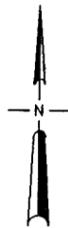
APPROVED BY

SCALE
1" = 2000'

FIGURE NO.
1

STS DRAWING NO.

22102W



LEGEND

-  FORMER UST
-  FORMER AST
-  MONITORING WELL
-  SOIL BORING LOCATION
-  LOCATION OF FORMER DISPENSER
-  CATCH BASIN - STORM
-  FIRE HYDRANT BENCH MARK "T" IN TENN.
-  DNR MONITORING WELL
-  POWER POLE

MAP SOURCE: ADAPTED FROM SURVEY MAP SUPPLIED BY PROGRESSIVE FARMERS COOPERATIVE.

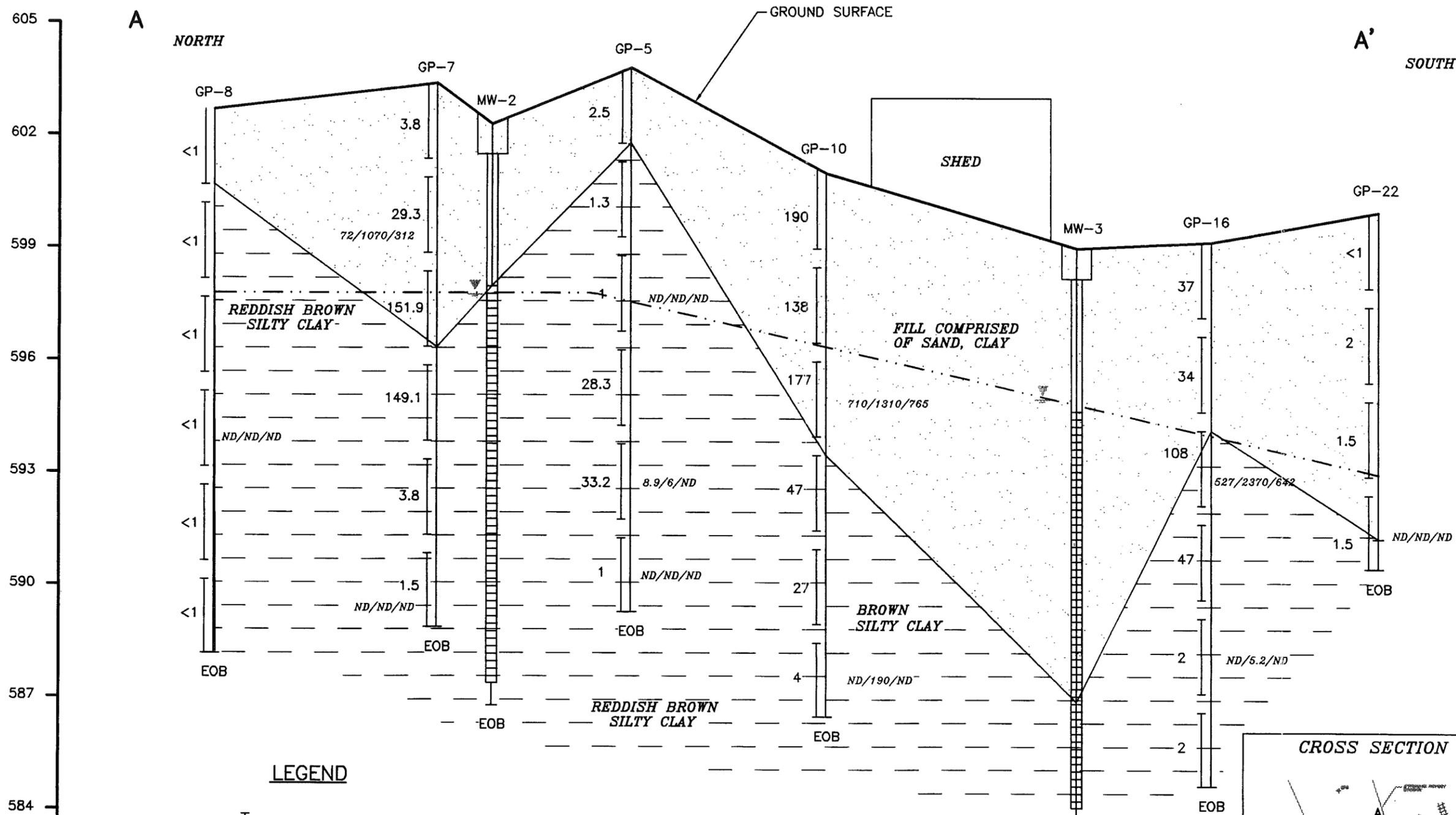
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DATE	6-25-96
DATE	
DRAWN BY	J.L.C.
CHECKED BY	R.J.M.
APPROVED BY	
CADFILE	

SOIL BORING LOCATION DIAGRAM
PROGRESSIVE FARMERS CO-OPERATIVE
548 BUTLER STREET
DEPERE, WISCONSIN



STS PROJECT NO.	22102W
STS PROJECT FILE	
SCALE	1" = 30'
SHEET NO.	2

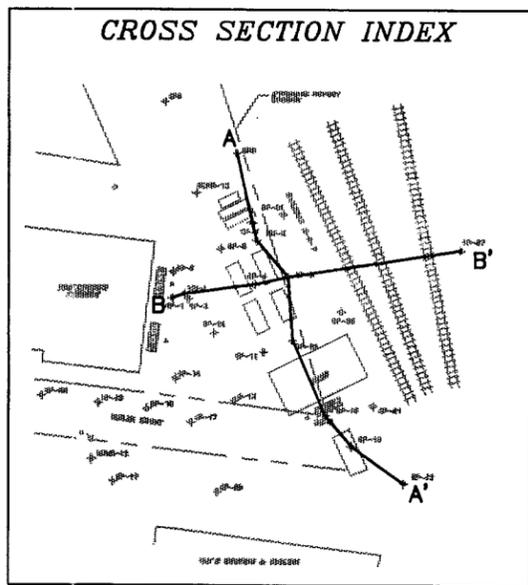
ELEVATION MEAN SEA LEVEL



LEGEND

- PID READING <1
- SOIL SAMPLE INTERVAL
710/1310/765=SOIL GRO(mg/kg)/DRO(mg/kg)/BENZENE(ug/kg)
- PROTECTOR PIPE
- PVC MONITORING WELL
- SCREENED PORTION OF WELL
- EOB END OF BORING
- ND NOT DETECTED
- GROUNDWATER TABLE ELEVATION IN MONITORING WELL
- GROUNDWATER TABLE OBSERVED ON5-14-96

SCALE: HORIZ. 1" = 20'
VERT. 1" = 3'



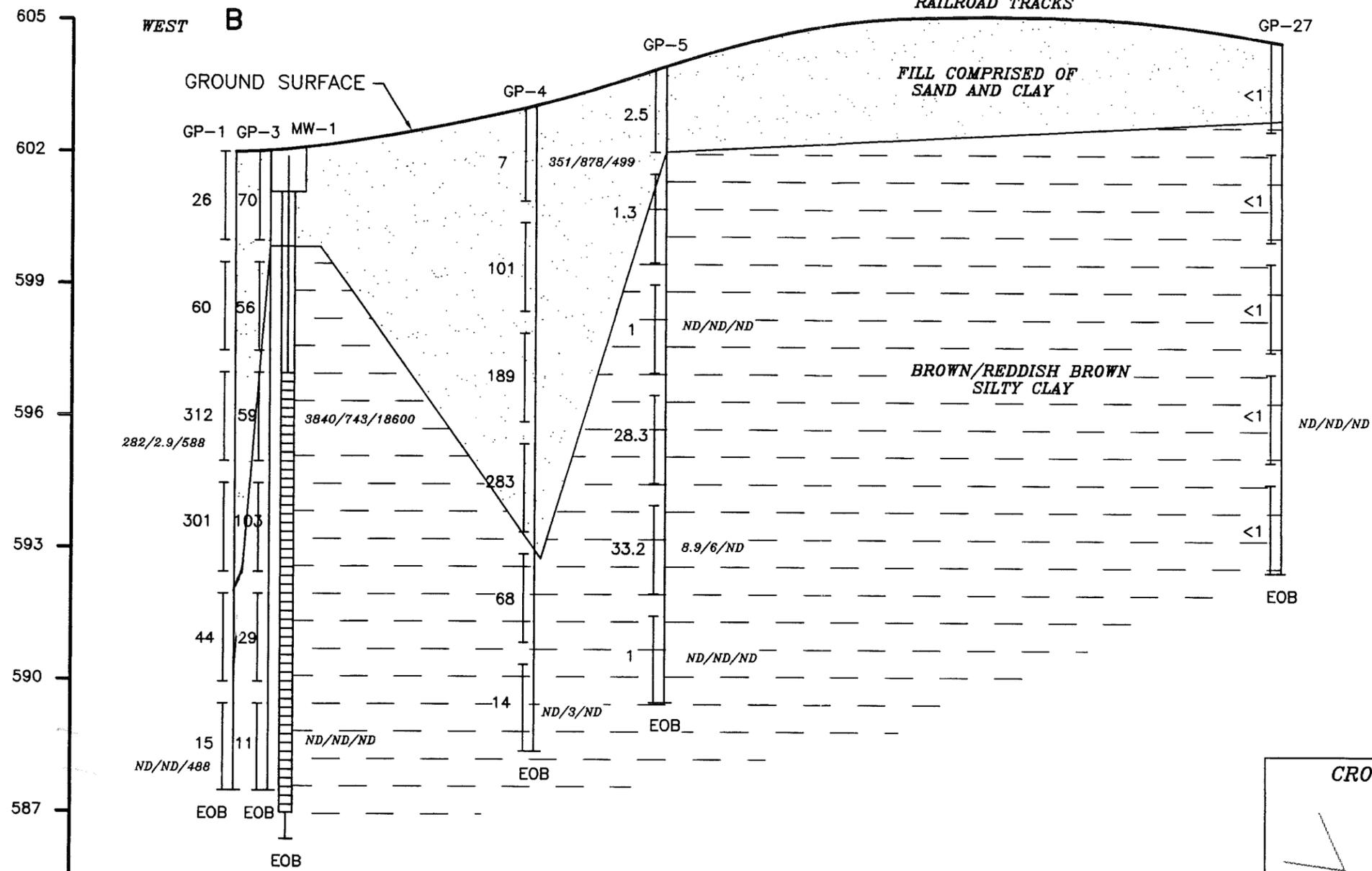
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DRAWN BY	DJM
CHECKED BY	RJM
APPROVED BY	
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DATE	
DATE	
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CROSS SECTION A-A'
PROGRESSIVE FARMERS CO-OPERATIVE
548 BUTLER STREET
DEPERE, WISCONSIN



STS PROJECT NO.	22102W
STS PROJECT FILE	
SCALE	AS NOTED
SHEET NO.	3

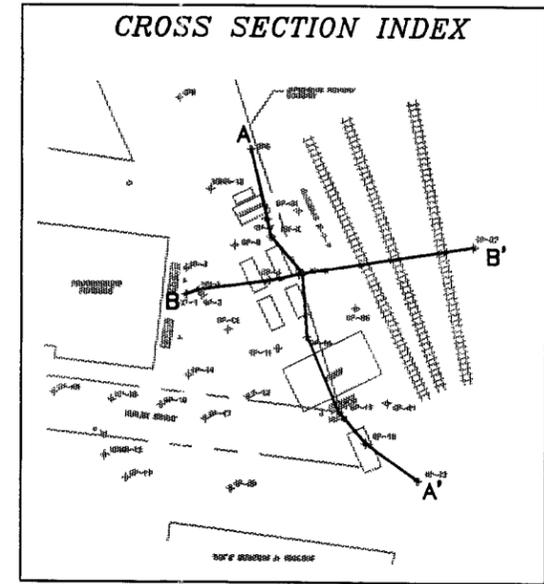
ELEVATION MEAN SEA LEVEL



LEGEND

- PID READING <1
- SOIL SAMPLE INTERVAL
710/1310/765 SOIL GRO(mg/kg)/DRO(mg/kg)/BENZENE(ug/kg)
- PROTECTOR PIPE
- PVC MONITORING WELL
- SCREENED PORTION OF WELL
- EOB END OF BORING
- ND NOT DETECTED

SCALE: HORIZ. 1" = 20'
VERT. 1" = 3'

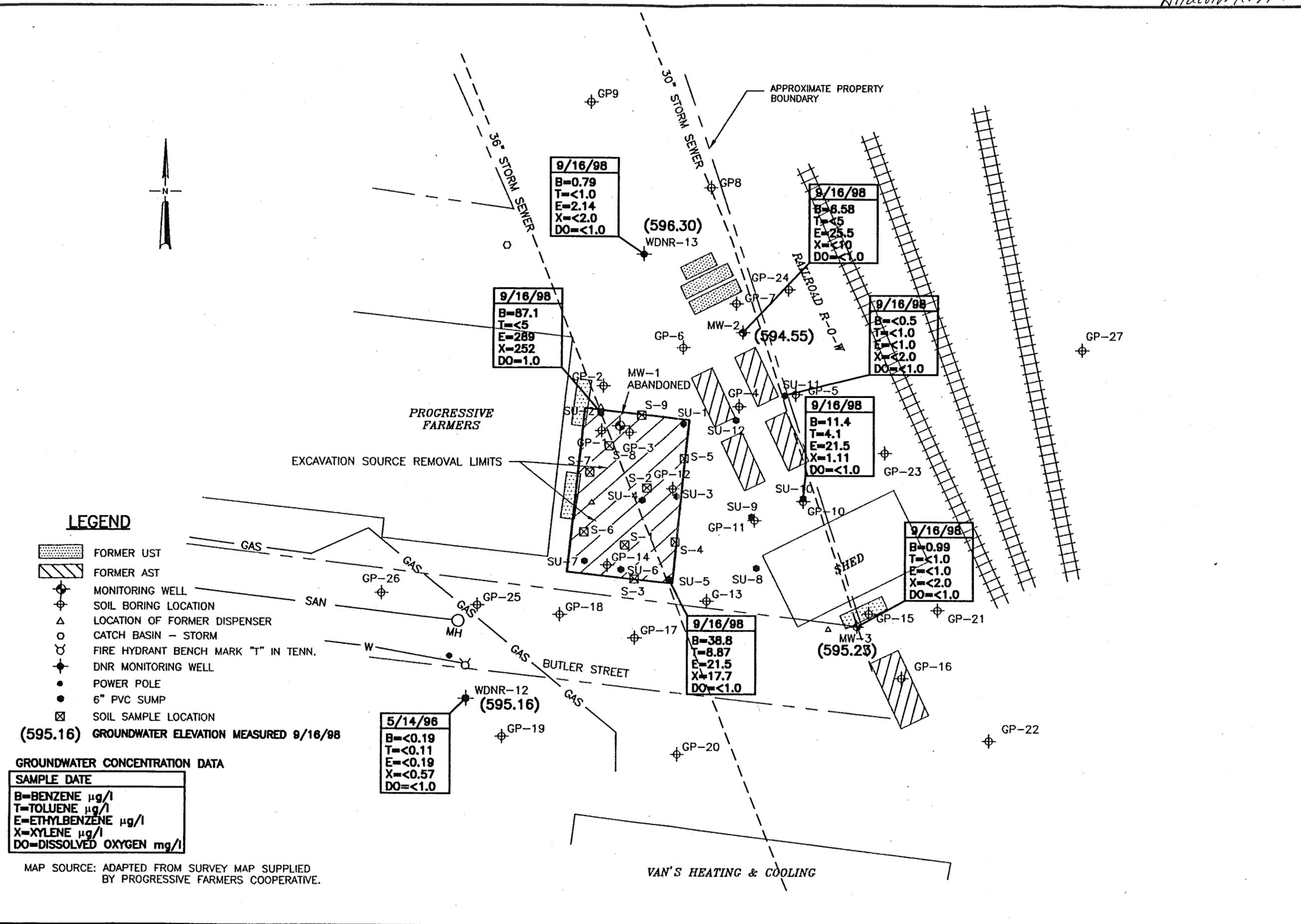
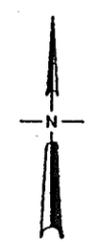


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DRAWN BY	DJM
DATE	6-25-96
CHECKED BY	RJM
DATE	
APPROVED BY	
CAUTION	W:\DWG96\22102W\RED08.DWG

CROSS SECTION B-B'
PROGRESSIVE FARMERS CO-OPERATIVE
548 BUTLER STREET
DEPERE, WISCONSIN



STS PROJECT NO.	22102W
STS PROJECT FILE	
SCALE	AS NOTED
SHEET NO.	4



LEGEND

- FORMER UST
- FORMER AST
- MONITORING WELL
- SOIL BORING LOCATION
- LOCATION OF FORMER DISPENSER
- CATCH BASIN - STORM
- FIRE HYDRANT BENCH MARK "T" IN TENN.
- DNR MONITORING WELL
- POWER POLE
- 6" PVC SUMP
- SOIL SAMPLE LOCATION

(595.16) GROUNDWATER ELEVATION MEASURED 9/16/98

GROUNDWATER CONCENTRATION DATA

SAMPLE DATE
B=BENZENE $\mu\text{g/l}$
T=TOLUENE $\mu\text{g/l}$
E=ETHYLBENZENE $\mu\text{g/l}$
X=XYLENE $\mu\text{g/l}$
DO=DISSOLVED OXYGEN mg/l

MAP SOURCE: ADAPTED FROM SURVEY MAP SUPPLIED BY PROGRESSIVE FARMERS COOPERATIVE.

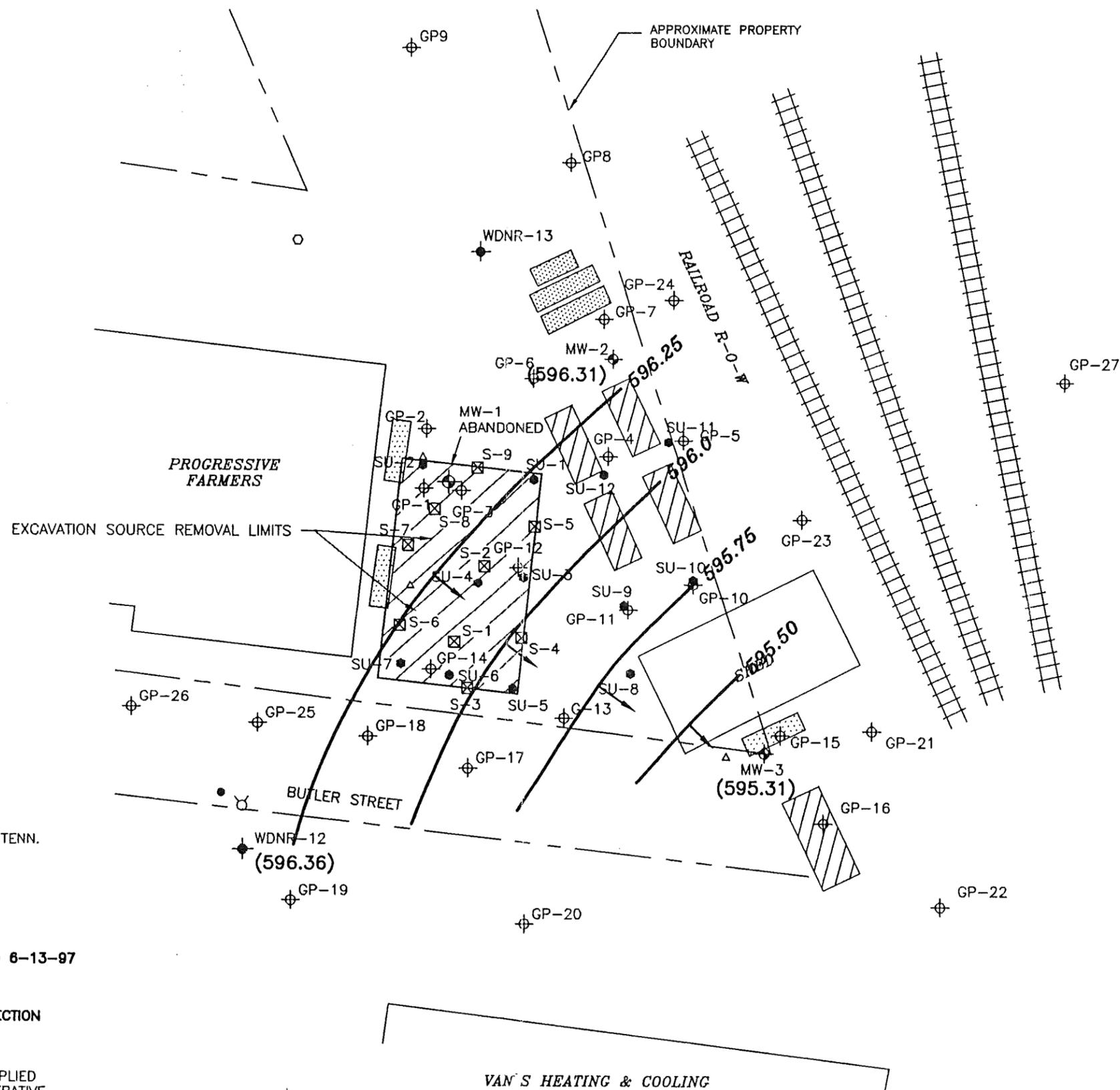
DRAWN BY	RAB	DATE	1-3-99
CHECKED BY	RJM	DATE	1-3-99
APPROVED BY		DATE	
CAD FILE	W:\DWG99\22102\WG402W001.DWG		

PROGRESSIVE FARMERS CO-OPERATIVE
 548 BUTLER STREET
 DEPERE, WISCONSIN
 GROUNDWATER DATA MAP (9-98)



STS PROJECT NO.	22102W
STS PROJECT FILE	
SCALE	1"=30'
SHEET NO.	1

Groundwater Flow



LEGEND

- FORMER UST
- FORMER AST
- MONITORING WELL
- SOIL BORING LOCATION
- LOCATION OF FORMER DISPENSER
- CATCH BASIN - STORM
- FIRE HYDRANT BENCH MARK "T" IN TENN.
- DNR MONITORING WELL
- POWER POLE
- 6" PVC SUMP
- SOIL SAMPLE LOCATION

(599.87) GROUNDWATER ELEVATION MEASURED 6-13-97

600.0 ——— GROUNDWATER CONTOUR

APPARENT GROUNDWATER FLOW DIRECTION

MAP SOURCE: ADAPTED FROM SURVEY MAP SUPPLIED BY PROGRESSIVE FARMERS COOPERATIVE.

DRAWN BY	D.J.M.	DATE	6-26-97
CHECKED BY	J.L.C.	DATE	6-26-97
APPROVED BY		DATE	
CAD FILE	W:\DWG96\22102\WG402W001.DWG		

PROGRESSIVE FARMERS CO-OPERATIVE
548 BUTLER STREET
DEPERE, WISCONSIN
GROUNDWATER CONTOUR MAP (6-13-97)



STS Consultants Ltd.
Consulting Engineers

STS PROJECT NO.
22102W
STS PROJECT FILE

SCALE
1"=30'

SHEET NO.
5

TABLE 3
GROUNDWATER ANALYTICAL RESULTS
Progressive Farmers Co-operative
548 Butler Street
De Pere, Wisconsin

Well ID	Date	Benzene (ug/l)	Ethylbenzene (ug/l)	MTBE (ug/l)	Naphthalene (ug/l)	Toluene (ug/l)	1,2,4-TMB (ug/l)	1,3,5-TMB (ug/l)	Xylenes (ug/l)	1,2-DCA (ug/l)	Sulfate (mg/L)	Nitrate/Nitrite (mg/L)
MW-1 (abandoned)	5/14/96	58.4	42.4	<18.3	232	142	1170	311	413.4	11.4	x	x
Sump - 2	3/26/97	1.1	0.75	<0.21	<1.0	<1.5	<1.0	<0.86	5.1	<0.14	x	x
	6/13/97	210	310	3.4	120	240	420	130	1100	x	510	x
	10/1/97	110	120	3.8"J"	120	<15	320	97	300	<1.4	110	<0.004
	12/11/97	110	170	<2.1	56	<15	120	21	89	<1.4	x	x
	9/16/98	87.1	289	<50.0	<50.0	<50.	238	54.8	525.2	<50	130	<0.3
MW-2	5/14/96	19.7	3.30	53.8	1.61	8.99	4.14	1.25	2.8	0.88	x	x
	3/26/97	66	24	59	2.4"J"	1.7	6.2	<0.86	11	0.72	x	x
	6/13/97	120	33	44	<10	<15	16	<8.6	24	x	360	x
	10/1/97	6.8	3.9	72	<1	<1.5	<1	<0.86	<1.8	0.31"J"	160	<0.004
	12/11/97	57	38	78	<10	<15	<10	<8.6	<18	<1.4	x	x
	9/16/98	6.58	25.5	48.4	<5.0	<5.0	<5.0	<5.0	<10.0	<5.0	181	x
MW-3	5/14/96	0.23	0.22	<0.73	0.63	0.11	0.49	1.17	0.19	<0.35	x	x
	3/26/97	4.1	5.7	<0.21	2.9"J"	<1.5	6.2	<0.86	2	<0.14	x	x
	6/13/97	3.9	1.7	<0.21	<1	<1.5	1.4	<0.86	<1.8	x	30	x
	10/1/97	2.3	0.71	<0.21	<1	<1.5	<1.0	<0.86	<1.8	<0.14	21	<0.004
	12/11/97	1.7	<0.68	<0.21	<1	<1.5	<1	<0.86	<1.8	<0.14	x	x
	9/16/98	0.988	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<2.0	<1.0	21.7	<0.3
WDNR-12	5/14/96	<0.19	<0.19	<0.73	<0.54	<0.11	<0.46	<0.35	<0.57	<0.35	x	x
WDNR-13	5/14/96	2.02	0.83	27.9	<0.54	<0.11	0.96	<0.35	<0.57	<0.35	x	x
	10/13/97	1.2	<0.68	19	1.4"J"	<1.5	<1	<0.86	<1.8	<0.86	x	x
	12/11/97	0.58"J"	0.77	11	<1	<1.5	<1	<0.86	<1.8	<0.14	x	x
	9/16/98	0.79	2.14	7.46	1.12	<1.0	<1.0	<1.0	<2.0	<1.0	378	<0.3
Sump - 5	9/16/98	38.8	38	<1.0	32.4	8.87	40.9	17.7	53.39	<1.0	275	1.59
Sump - 10	3/26/97	3.4	5.5	<0.21	5.7	<1.5	9.9	10	13	<0.14	x	x
	6/13/97	0.9	4.8	<0.21	8.4	2	12	7.4	8.3	x	140	x
	10/1/97	11	6.8	<0.21	4.6	<1.5	6	2.9	6.4	<0.14	63	0.2
	12/11/97	7.4	20	<0.21	2.5"J"	<1.5	9.4	<0.86	7.3	0.46	x	x
	9/16/98	11.4	21.5	<1.00	4.1	1.38	26.6	1.11	7.87	<1.0	36	<0.3
Sump-11	10/1/97	<0.21	<0.68	<0.21	<1	<1.5	<1	<0.86	<1.8	<0.14	72	5.2
	12/11/97	4.4	<0.68	0.21"J"	<1	<1.5	<1	<0.86	<1.8	0.16"J"	x	x
	9/16/98	<0.5	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	278	<0.3
ES		5	700	60	40	343	-	-	620	5	-	-
PAL		0.5	140	12	8	68.6	-	-	124	0.5	-	-

COMM 46 1500 7100

20,000 7800 1500

MTBE = Methyl tert Butyl Ether

1,2-DCA = 1,2 Dichloroethane

TMB = Trimethylbenzene

x = Not Analyzed

< = Not detected above indicated method detection limit

"J" = Compound detected between the method detection limit and limit of quantitation

ES = NR 140 Enforcement Standard Established October 1996

PAL = NR 140 Preventive Action Limit Established October 1996

NR 140 ES Exceedance

NR 140 PAL Exceedance

Groundwater Elevations

TABLE 2 (Page 1)
 SUMMARY OF FIELD GROUNDWATER ELEVATIONS & OBSERVATIONS
 Progressive Farmers Co-operative - Butler Street Site
 DePere, Wisconsin

Monitoring Well	Date Sampled	TPVC (MSL)	Water Level TPVC (feet)	Water Elevation (MSL)	Color	Odor	Gallons Purged	D.O. (mg/L)	Iron (mg/L)	NO2/NO3 (mg/L)	ORP (mVolts)
MW-1 (abandoned)	5/14/96	601.67	11.83	589.84	Lt Brown	Strong	2	x	x	x	x
MW-2	5/14/96	602.45	4.72	597.73	Clear	Slight	10	x	x	x	x
	1/31/97	602.45	8.22	594.23	x	x	x	3.0	x	x	x
	3/26/97	602.45	6.28	596.17	Clear	Slight	10	<1.0	x	x	x
	6/13/97	602.45	6.14	596.31	Clear	Slight	10	<1.0	10+	0	x
	10/1/97	602.45	6.83	595.62	Clear	Gas	4	<1.0	7	2.5	-33.6
	12/11/97	602.45	8.33	594.12	Clear	None	6	<1.0	x	x	x
	9/16/98	602.45	7.90	594.55	Clear	Possible	5	<1.0	8	x	-7.3
MW-3	5/14/96	598.26	3.60	594.66	Clear	None	4	x	x	x	x
	1/31/97	598.26	3.91	594.35	x	x	x	<1.0	x	x	x
	3/26/97	598.26	3.68	594.58	Clear	None	10	10.0	x	x	x
	6/13/97	598.26	2.95	595.31	Clear	Possible	5.0	4.0	2.0	0.0	x
	10/1/97	598.26	2.71	595.55	Clear	None	2.0	<1	3.0	2.5	-32.0
	12/11/97	598.26	3.37	594.89	Clear	None	7.0	<1.0	x	x	x
	9/16/98	598.26	3.03	595.23	Clear	None	5.0	<1.0	2	x	-6.8
WDNR-12	5/14/96	599.87	4.09	595.78	Clear	None	7	x	x	x	x
	3/26/97	599.87	4.20	595.67	x	x	x	x	x	x	x
	6/13/97	599.87	3.51	596.36	x	x	x	1	x	x	x
	10/1/97	599.87	3.82	596.05	x	x	x	x	x	x	x
	12/11/97	599.87	4.98	594.89	x	x	x	x	x	x	x
	9/16/98	599.87	4.71	595.16	Clear	None	5	<1.0	x	x	x
WDNR-13	5/14/96	601.74	3.95	597.79	Clear	Slight	10	x	x	x	x
	10/13/97	601.74	-	-	Clear	None	10	x	x	x	x
	12/11/97	601.74	5.66	596.08	Clear	Slight	10	1	x	x	x
	9/16/98	601.74	5.44	596.30	Clear	Possible	10	<1.0	5	x	-13.4
Sump - 1	1/31/97	x	x	x	x	x	x	<1.0	x	x	x
	3/26/97	x	x	x	x	x	x	<1.0	x	x	x
	6/13/97	601.36	8.49	592.87	x	x	x	1.0	x	x	x
	10/1/97	601.36	8.32	593.04	x	x	x	<1.0	x	x	x
	12/11/97	601.36	9.53	591.83	Clear	None	x	<1.0	x	x	x
	4/13/98	601.36	7.50	593.86	x	Strong	x	<1.0	x	x	x
	9/16/98	601.36	8.92	592.44	Clear	Strong	10	1	x	x	x
Sump - 2	1/31/97	x	x	x	x	x	x	1.0	x	x	x
	3/26/97	600.93	6.28	594.65	Clear	Slight	20	3.0	x	x	x
	6/13/97	601.27	8.50	592.77	Clear	Slight	20	1.0	1.0	2.5	x
	10/1/97	601.27	8.33	592.94	Clear	Gas	15	1.5	7.0	5.0	-22.8
	12/11/97	601.27	9.43	591.84	Clear	Strong	7	2.0	x	x	x
	4/13/98	601.27	7.64	593.63	x	Possible	x	8.0	x	x	x
	9/16/98	601.27	8.75	592.52	Clear	Strong	15	1.0	10	x	0.4
Sump - 3	1/31/97	x	x	x	x	x	x	<1.0	x	x	x
	3/26/97	x	x	x	x	x	x	<1.0	x	x	x
	6/13/97	601.02	8.65	592.37	x	x	x	1.0	x	x	x
	10/1/97	601.02	8.32	592.70	x	x	x	<1.0	x	x	x
	12/11/97	601.02	9.44	591.58	Clear	Possible	x	x	x	x	x
	4/13/98	601.02	7.75	593.27	x	Slight	x	1	x	x	x
	9/16/98	601.02	8.85	592.17	Clear	None	10	12	x	x	x
Sump - 4	1/31/97	x	x	x	x	x	x	8.0	x	x	x
	3/26/97	x	x	x	x	x	x	<1.0	x	x	x
	6/13/97	600.85	5.49	595.36	x	x	x	1.0	x	x	x
	10/1/97	600.85	8.21	592.64	x	x	x	<1.0	x	x	x
	12/11/97	600.85	9.30	591.55	x	x	x	<1.0	x	x	x
	4/13/98	600.85	7.63	593.22	x	None	x	2.0	x	x	x
	9/16/98	600.85	8.74	592.11	Clear	None	10	6.0	x	x	x

x = Not Analyzed

Groundwater Elevations

TABLE 2 (Page 2)
 SUMMARY OF FIELD GROUNDWATER ELEVATIONS & OBSERVATIONS
 Progressive Farmers Co-operative - Butler Street Site
 DePere, Wisconsin

Monitoring Well	Date Sampled	TPVC (MSL)	Water Level TPVC (feet)	Water Elevation (MSL)	Color	Odor	Gallons Purged	D.O. (mg/L)	Iron (mg/L)	NO2/NO3 (mg/L)	ORP (mVolts)
Sump -5	1/31/97	x	x	x	x	x	x	1.0	x	x	x
	3/26/97	x	x	x	x	x	x	1.0	x	x	x
	6/13/97	599.99	10.44	589.55	x	x	x	1.0	x	x	x
	10/1/97	599.99	8.56	591.43	x	x	x	2.0	x	x	x
	12/11/97	599.99	9.68	590.31	Clear	None	x	<1.0	x	x	x
	4/13/98	599.99	9.00	590.99	x	None	x	4.0	x	x	x
	9/16/98	599.99	9.41	590.58	Clear	Possible	10	<1.0	4	x	-7.0
	Sump - 6	1/31/97	x	x	x	x	x	x	12.0	x	x
3/26/97		x	x	x	x	x	x	1.0	x	x	x
6/13/97		600.03	8.24	591.79	x	x	x	1.0	x	x	x
10/1/97		600.03	7.66	592.37	x	x	x	1.0	x	x	x
12/11/97		600.03	8.79	591.24	Clear	Possible	x	2.0	x	x	x
4/13/98		600.03	7.38	592.65	x	Possible	x	8.0	x	x	x
9/16/98		600.03	8.32	591.71	Clear	None	10	12.0	x	x	x
Sump -7		1/31/97	x	x	x	x	x	x	<1.0	x	x
	3/26/97	x	x	x	x	x	x	1.0	x	x	x
	6/13/97	601.03	8.83	592.20	x	x	x	1.0	x	x	x
	10/1/97	601.03	8.43	592.60	x	x	x	<1.0	x	x	x
	12/11/97	601.03	9.49	591.54	Clear	Possible	x	1.0	x	x	x
	4/13/98	601.03	7.98	593.05	x	None	x	3.0	x	x	x
	9/16/98	601.03	8.99	592.04	Clear	None	10	3.0	x	x	x
	Sump -8	1/31/97	x	x	x	x	x	x	12.0	x	x
3/26/97		x	x	x	x	x	x	3.0	x	x	x
6/13/97		599.53	3.51	596.02	x	x	x	5.0	x	x	x
10/1/97		599.53	3.93	595.60	x	x	x	1.0	x	x	x
12/11/97		599.53	5.61	593.92	Clear	None	x	<1.0	x	x	x
4/13/98		599.53	2.70	596.83	x	None	x	<1.0	x	x	x
9/16/98		599.53	4.04	595.49	Clear	None	10	3.0	x	x	x
Sump -9		1/31/97	x	x	x	x	x	x	<1.0	x	x
	3/26/97	x	x	x	x	x	x	1.5	x	x	x
	6/13/97	599.94	3.90	596.04	x	x	x	3	x	x	x
	10/1/97	599.94	4.32	595.62	x	x	x	<1.0	x	x	x
	12/11/97	599.94	6.05	593.89	Clear	None	x	5.0	x	x	x
	4/13/98	599.94	2.49	597.45	x	Possible	x	8.0	x	x	x
	9/16/98	599.94	4.90	595.04	Clear	Possible	10	9.0	x	x	x
	Sump - 10	1/31/97	x	x	x	x	x	x	1.0	x	x
3/26/97		600.28	2.34	597.94	Clear	Slight	20	<1.0	x	x	x
6/13/97		600.17	3.90	596.27	Clear	Slight	20	5.0	0.3	0.0	x
10/1/97		600.17	4.18	595.99	Clear	Slight	15	<1.0	2.0	5.0	-38.4
12/11/97		600.17	6.13	594.04	Clear	None	10	1.0	x	x	x
4/13/98		600.17	2.33	597.84	x	None	x	1.0	x	x	x
9/16/98		600.17	5.43	594.74	Clear	Slight	15	<1.0	8		-8.0
Sump - 11		1/31/97	x	x	x	x	x	x	6.0	x	x
	3/26/97	x	x	x	x	x	x	10.0	x	x	x
	6/13/97	602.95	6.68	596.27	x	x	x	5.0	x	x	x
	10/1/97	602.95	7.01	595.94	Clear	Slight	15	8.0	0.2	5.0	-64.0
	12/11/97	602.95	8.95	594.00	Clear	None	5	5.0	x	x	x
	4/13/98	602.95	4.59	598.36	x	None	x	12.0	x	x	x
	9/16/98	602.95	8.33	594.62	Clear	None	7	<1.0	0.3	x	-13.7
	Sump - 12	1/31/97	x	x	x	x	x	x	<1.0	x	x
3/26/97		x	x	x	x	x	x	2.0	x	x	x
6/13/97		601.55	5.76	595.79	Silty	x	x	x	x	x	x
10/1/97		601.55	6.04	595.51	x	x	x	<1.0	x	x	x
12/11/97		601.55	7.70	593.85	Clear	None	x	5.0	x	x	x
4/13/98		601.55	3.68	597.87	x	Slight	x	1.0	x	x	x
9/16/98		601.55	7.08	594.47	x	Strong	x	1.0	x	x	x

x = Not Analyzed