

GIS REGISTRY INFORMATION

SITE NAME: FS Cooperative - Oxford DATCP Case 994092901

BRRTS #: 02-39-536958 **FID # (if appropriate):** _____

COMMERCE # (if appropriate): _____

CLOSURE DATE: 04/14/2006

STREET ADDRESS: 134 South Depot Street

CITY: Oxford

SOURCE PROPERTY GPS COORDINATES (meters in WTM91 projection): X= 555653 Y= 367559

CONTAMINATED MEDIA: Groundwater Soil Both

OFF-SOURCE GW CONTAMINATION >ES: Yes No

STREET ADDRESS 1: CSM 2906 - Lot 3 (Luger) X= 555657 Y= 367572

STREET ADDRESS 2: CSM 2906 - Lot 2 (Cebery) X= 555618 Y= 367567

OFF-SOURCE SOIL CONTAMINATION >Generic or Site-Specific RCL (SSRCL): Yes No

IF YES, STREET ADDRESS 1: _____

GPS COORDINATES (meters in WTM91 projection): X= _____ Y= _____

CONTAMINATION IN RIGHT OF WAY: Yes No

DOCUMENTS NEEDED:

- Closure Letter, and any conditional closure letter or denial letter issued x
- Copy of any maintenance plan referenced in the final closure letter. na
- Copy of (soil or land use) deed notice *if any required as a condition of closure* na
- Copy of most recent deed, including legal description, for all affected properties x
- Certified survey map or relevant portion of the recorded plat map (*if referenced in the legal description*) for all affected properties x
- County Parcel ID number, *if used for county*, for all affected properties SEE DEED
- Location Map which outlines all properties within contaminated site boundaries on USGS topographic map or plat map in sufficient detail to permit the parcels to be located easily (8.5x14" if paper copy). If groundwater standards are exceeded, the map must also include the location of all municipal and potable wells within 1200' of the site. x
- Detailed Site Map(s) for all affected properties, showing buildings, roads, property boundaries, contaminant sources, utility lines, monitoring wells and potable wells. (8.5x14", if paper copy) This map shall also show the location of all contaminated public streets, highway and railroad rights-of-way in relation to the source property and in relation to the boundaries of groundwater contamination exceeding ch. NR 140 ESs and soil contamination exceeding ch. NR 720 generic or SSRCLs. x
- Tables of Latest Groundwater Analytical Results (no shading or cross-hatching) x
- Tables of Latest Soil Analytical Results (no shading or cross-hatching) na
- Isoconcentration map(s), *if required for site investigation (SI)* (8.5x14" if paper copy). The isoconcentration map should have flow direction and extent of groundwater contamination defined. If not available, include the latest extent of contaminant plume map. x
- GW: Table of water level elevations, with sampling dates, and free product noted if present x
- GW: Latest groundwater flow direction/monitoring well location map (should be 2 maps if maximum variation in flow direction is greater than 20 degrees) x
- SOIL: Latest horizontal extent of contamination exceeding generic or SSRCLs, with one contour na
- Geologic cross-sections, *if required for SI*. (8.5x14" if paper copy) na
- RP certified statement that legal descriptions are complete and accurate x
- Copies of off-source notification letters (if applicable) x
- Letter informing ROW owner of residual contamination (if applicable)(public, highway or railroad ROW) x

Copy



State of Wisconsin
Jim Doyle, Governor

Department of Agriculture, Trade and Consumer Protection
Rod Nilsestuen, Secretary

April 14, 2006



DATCP Case 99406092901
DNR BRRTS 02-39-536958

Mr. Norman Johnson
Agent for FS Cooperative
W8667 Buckhorn Circle
Wautoma WI 54982

Re: No Further Action/Case Closure, Former FS Cooperative, 134 South Depot Street, Oxford, Wisconsin, 54952.

Dear Mr. Johnson:

Thank you for having your consultant, Mr. Brian Hegge of MSA Professional Services, submit the required monitoring well abandonment forms and contaminant plume map for your cleanup case at 134 South Depot Street in Oxford. This letter is to inform you that you have satisfied all conditions for closure of this cleanup case pursuant to ch. NR 726, Wis. Adm. Code. We have updated our database to show your case as "closed" on April 6, 2006.

At this time, we are forwarding a copy of this letter and your GIS Registry information package to DNR for placement onto the GIS Registry. DNR will post the information about your case onto the registry of closed remediation sites and you will soon be able to view the information on their web site at the following URL: <http://www.dnr.wi.gov/org/aw/rr/gis/index.htm>.

Pursuant to ch. NR 726.09, Wis. Adm. Code, this case may be reopened if additional information indicates that contamination from the site poses a threat to public health, safety or welfare or the environment. If the case is re-opened and additional work is required, Agricultural Chemical Cleanup Program (ACCP) funding may still be available for the work. Therefore, it is in your best interest to keep all documentation related to the cleanup project and any ACCP reimbursement claims. If you have not submitted an ACCP claim within the past year, then we encourage you to do so now.

Please feel free to call me at (608) 224-4514 if you have any questions regarding this letter or your ACCP claim.

Sincerely,

Stanley A. Senger
Hydrogeologist

- c: Steve Buchanan, DATCP EES
- James Cebery
- Ken Driscoll
- Fred Bailey, WDNR-Wautoma Svc. Center
- Brian Hegge, MSA Prof. Svcs.
- Randy Tomic, New Tech Eng. & Env. LLC
- Diane Hansen, WDNR NER (with GIS Package)

Agriculture generates \$51.5 billion for Wisconsin

Copy



State of Wisconsin
Jim Doyle, Governor

Department of Agriculture, Trade and Consumer Protection
Rod Nilsestuen, Secretary

December 6, 2005

Mr. Norman Johnson
Agent for FS Cooperative
W8667 Buckhorn Circle
Wautoma WI 54982

Re: Conditional closure, Former FS Cooperative, 134 South Depot Street in Oxford, Wisconsin:
DATCP Case 99406092901.

Dear Mr. Johnson:

On Friday, November 18, 2005, Mr. Steve Buchanan, DATCP Enforcement Specialist, collected a water sample from the well at the former FS Cooperative site in Oxford. The sample was submitted to DATCP's Bureau of Laboratory Services for analysis of nitrogen and pesticides. We have enclosed a copy of the results.

The sample was analyzed for nitrate/nitrite and seven common herbicides, plus their metabolites. The data show that the water sample is below detectable levels for all but one metabolite. The compoundalachlor-OA was detected just above the instrument limit of detection (0.10 ug/l) at 0.276 ug/l (ppb). This compound is a metabolite of the parent compoundalachlor. It does not have an established drinking water or environmental standard associated with it. The parent compoundalachlor has an established drinking water standard of 2.0 ug/l. Noalachlor was detected in the sample.

Based on these results, we will not require any further work with respect to the facility or the supply well. We agree to close this case on the condition that you properly abandon the four monitoring wells at the site per ch. NR 141, Wis. Adm. Code, submit the required abandonment documentation, and submit a nitrate plume diagram as requested in our letter of November 21, 2005. Upon receipt of this information, we will provide you with a letter to document closure of this case.

A copy of this letter is being sent to the current owner, Mr. James Cebery, as notification of the favorable test results. If you have any questions, I can be reached at 608-224-4514.

Sincerely,

Stanley A. Senger
Hydrogeologist
enc.

C: Steve Buchanan, DATCP EES
James Cebery
Ken Driscoll
Fred Bailey, WDNR-Wautoma Svc. Center
Brian Hegge, MSA Prof. Svcs.

Agriculture generates \$51.5 billion for Wisconsin

Bureau of Laboratory Services
 4702 University Avenue
 P.O. Box 7883
 Madison, WI 53707-7883
 WI Lab Cert. # 113122680



Groundwater Program Sample Results

Printed for 11/30/2005

Premise/Collection Site:
F.S. COOPERATIVE
134 S. DEOPT ST
OXFORD, WI 53952

Inspector Sample #: 22

Case ID: 99406092901

Project:

Premise ID: **NOT IN DB**
 Wisconsin Unique Well #:

Sampled by: **Buchanan, Steve**
 Date Collected: **11/18/05**
 Date Reported by Lab: **11/30/05**

Sample Media: **Environmental**
 Sampling Method: **04 - N/A**
 Lab Number: **050012763**

Lab Comments:

Investigator Submission Comments:
**FOLLOWUP SAMPLE FOR REMEDIATION
 CASE**

Analyte	Result	Unit	Limit of Detection
Nitrogen - Nitrate/Nitrite	None Detected	mg/L	0.50
Alachlor ESA	None Detected	µg/L	0.10
Acetochlor ESA	None Detected		0.10
Metolachlor ESA	None Detected		0.10
Alachlor OA	0.276		0.10
Acetochlor OA	None Detected		0.10
Metolachlor OA	None Detected		0.10
Diamino atrazine	None Detected	µg/L	0.60
De-ethyl atrazine	None Detected		0.35
Deisopropyl atrazine	None Detected		0.35
Atrazine	None Detected		0.17
Simazine	None Detected		0.17
Acetochlor	None Detected		0.12
Alachlor	None Detected		0.18
Metribuzin	None Detected		0.056
Metolachlor	None Detected		0.29
Cyanazine	None Detected		0.60

254462

DOCUMENT NO.

STATE BAR OF WISCONSIN FORM 2 - 1982
WARRANTY DEED

VOL 527 PAGE 538

FS Cooperative, a Wisconsin cooperative corporation,

conveys and warrants to Oxford Home Sales, LLC

the following described real estate in Marquette County,
State of Wisconsin:

Parcel 1

That part of the Northeast Quarter (1/4) of the Southwest Quarter (1/4) of Section 16, Township 15 North, Range 8 East of the Fourth Principal Meridian, bounded and described as follows: Beginning at the point of intersection of the Northeasterly line of the Depot grounds of the former Milwaukee, Sparta, and Northwestern Railway Company, now the Chicago and Northwestern Railway Company, with the East line of a public road located along the West line of the Northeast Quarter (1/4) of the Southwest Quarter (1/4) of said Section 16; thence Southeasterly along the Northeasterly line of said Depot grounds, 700 feet; thence Southwesterly along a line at right angles to the last described course, 125 feet, more or less, to a point 8.5 feet Northeasterly measured at right angles from the Southeasterly extension of the center line of the tangent segment of side track I.C.C. No. 23 of said Railway Company, as now located and established; thence Northwesterly along a line parallel with the center line of the tangent segment of said track and extension, to the East line of said public road; thence North along the East line of said public road to the point of beginning;

Reserving, however, unto the Grantor, its successors and assigns, and those whom it may elect, the right in common with the Grantee, its successors and assigns, for use for driveway purposes the Northeasterly 30 feet of the land above conveyed, Village of Oxford, Marquette County, Wisconsin.

Parcel 2

Commencing at the East Quarter (1/4) section corner, Section 17, Township 15 North, Range 8 East of the Fourth Principal Meridian, thence East on a line, the East and West Quarter (1/4) line of Section 17 extended 2,440 feet; thence South and parallel to the West line of Section 16, 17.9 feet to a point on the South margin of Highway 135, the point of beginning; thence continuing South and parallel to the West line of Section 16, 592.5 feet to a point on the North line of the Northwestern Railroad right of way; thence Westerly 1,185.7 feet on the North line of the Northwestern Railroad right of way to the East Margin of the present Highway 135; thence North and Northeasterly on the East and Southerly margin of Highway 135 to a point on the South margin of the 100 foot right of way of Highway 135; thence East on the South margin of the right of way of Highway 135, 1,022.6 feet to the point of beginning.

This _____ is not _____ homestead property.
(is) (is not)

Exception to warranties: Municipal and zoning ordinances, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions, covenants, conditions, and reservations, and general taxes levied in 2004

Dated this 14th day of October, A.D., 2004.

TRANSFER Rental Weatherization (SEAL)
* \$ 183.00 # W-7
FEE EXEMPT (SEAL)

FS COOPERATIVE
By: J. Randy Wohlfeil (SEAL)
* J. Randy Wohlfeil, President
Attest: Russell Heise (SEAL)
* Russell Heise, Secretary

VOL 527 PAGE 538
AUTHENTICATION

ACKNOWLEDGMENT

Signature(s) _____

authenticated this _____ day of _____, 20____

TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by §706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY

Attorney Robert J. Schwab

Madison, Wisconsin

(Signatures may be authenticated or acknowledged. Both are not necessary.)

State of Wisconsin,

ss.

Portage _____ County, Wis.
Personally came before me this 14th day of
October, 2004, the above named
J. Randy Wohlfeil and Russell Heise

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

* Theresa M. Mawes
Notary Public, _____ Portage _____ County, Wis.
My commission is permanent. (If not, state expiration date:
12-11- _____, 2005.)

Marquette Register of Deeds
Received for record
on 11/16/2004
at 09:45 AM
and recorded in vol. 527
of records page 538
Document Number: 254462

Bernie M. Wegner

THIS SPACE RESERVED FOR RECORDING DATA
NAME AND RETURN ADDRESS

Attorney Daniel G. Wood
P.O. Box 98
Friendship, WI 53934-0098

Mc Donald * 111.00
183.00

165-00239-0000; 165-00229-0000
PARCEL IDENTIFICATION NUMBER

*Names of persons signing in any capacity should be typed or printed below their signatures.

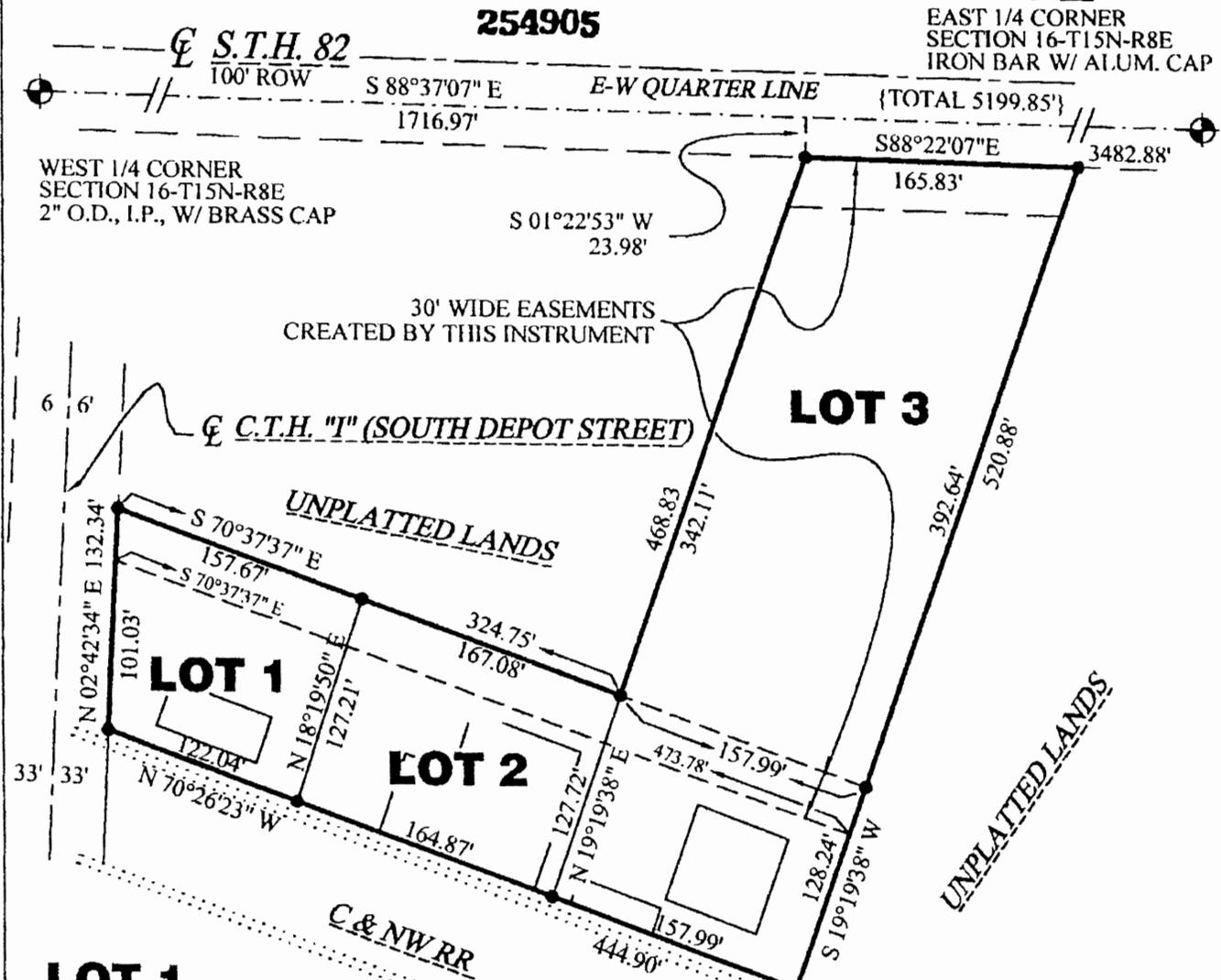
MARQUETTE COUNTY CERTIFIED SURVEY MAP NO. 2906

FIELD BOOK #	J 09
PAGES #	44-46
PROJECT #	04261
PAGE:	1 OF 2

ASR SURVEYING, LLC

N 2169 SHINKLE HILL, RD.
MAUSTON WI. 53948
608-847-5237

LOCATED IN THE NW1/4-SW1/4 OF SECTION 16, T. 15N., R 8E.,
VILLAGE OF OXFORD, MARQUETTE COUNTY, WISCONSIN



LOT 1
TOTAL AREA
17,756 SQ. FT.
0.407 ACRES

LOT 2
TOTAL AREA
21,154 SQ. FT.
0.486 ACRES

LOT 3
TOTAL AREA
78,259 SQ. FT.
1.796 ACRES

LEGEND

- ⊕ - COUNTY MONUMENT, FD.
- - 3/4" X 18" IRON ROD, 1.5 #/FT., PLACED



Zoning Administrator
Ron Barty 12-15-04

BEARINGS ARE REFERENCED TO THE EAST-WEST QUARTER LINE OF SECTION 16, T. 16N., R. 8E. ASSUMED TO BEAR S88°37'07"E

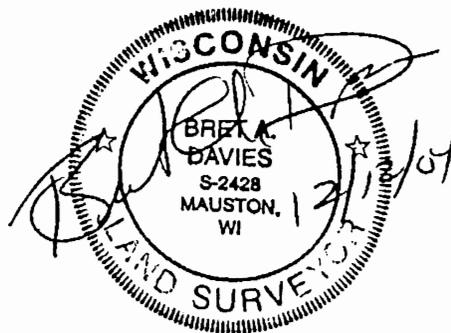
MARQUETTE COUNTY CERTIFIED SURVEY MAP NO. 2906

FIELD BOOK # J 09
PAGES # 44-46
PROJECT # 04261
PAGE: 2 OF 2

ASR SURVEYING, LLC

N 2169 SHINKLE HILL RD.
MAUSTON WI. 53948
608-847-5237

LOCATED IN THE NW1/4-SW1/4 OF SECTION 16, T. 15N., R 8E.,
VILLAGE OF OXFORD, MARQUETTE COUNTY, WISCONSIN



SURVEYOR'S CERTIFICATE

I, BRET A. DAVIES, Registered Land Surveyor, hereby certify;

That I have surveyed and mapped part of the NW1/4-SW1/4 of Section 16, T. 15N., R. 8E.,
Village of Oxford, Marquette County, Wisconsin. Bounded by the following described line;

Commencing at the West 1/4 corner of said Section 16; thence S88°37'07"E, 1716.97 feet along the
East - West Quarter line of said Section 16; thence S01°2'53"W, 23.98 feet to the southerly
right-of-way of State Highway "82" and the POINT OF BEGINNING

Thence S88°22'07"E, 165.83 feet along the southerly right-of-way of State Highway "82"; thence
S19°19'38"W, 520.88 feet to the northerly right-of-way of the Chicago Northwestern Railroad;
thence N70°26'23"W, 444.90 feet along said northerly right-of-way to the easterly right-of-way of
C.T.H. "I" (South Depot Street); thence N02°42'34"E, 132.34 feet along the easterly right-of-way of
C.T.H. "I" (South Depot Street); thence S70°37'37"E, 324.75 feet; thence N19°19'38"E, 342.11 feet
to the southerly right-of-way of State Highway "82" and the POINT OF BEGINNING.

Lot 1, Lot 2 and Lot 3 subject to a 30 foot wide Ingress/Egress and Utility easement lying and being
immediatly south of and adjacent to the following described reference line BEGINNING at the
northwest corner of Lot 1 of this Certified Survey Map, thence S70°37'37"E, 482.74 feet along the
northerly line of said Lots 1, Lot 2 and extended to the easterly line of Lot 3 of this Certified Survey
map.

Lot 3 is also subject to a 30 foot wide Ingress/Egress and Utility easement described as the northerly
30 feet of said Lot 3, lying and being immediatly south of and adjacent to the southerly right-of-way
of State Highway 82

Said parcel contains 2.689 Acres

That I have made such survey and map at the direction of Ken Driscoll;

That such map is a correct representation of the exterior
boundaries of the lands surveyed;

Subject to all easements, restrictions, reservations, and
rights-of-way of record;

That I have fully complied with 236.34 of the
Wisconsin Statutes, Section AE 7 of the Wisconsin
Administrative Code, in surveying, dividing, and
mapping the same, to the best of my knowledge and belief.

5
Marquette Register of Deeds
Received for record
on 12/15/2004
at 09:50 AM
and recorded in vol. 17
of records page 111
Document Number: 254905

Bennie M. Wagner

LAND CONTRACT

Individual and Corporate
(TO BE USED FOR ALL TRANSACTIONS WHERE OVER \$25,000 IS FINANCED AND IN OTHER NON-CONSUMER ACT TRANSACTIONS)

254989
DOCUMENT NO.

Contract, by and between Oxford Home Sales, LLC, a Wisconsin Limited Liability Company

(“Vendor”,
whether one or more) and Todd A. Luger

(“Purchaser”, whether one or more). Vendor sells and agrees to convey to Purchaser, upon the prompt and full performance of this contract by Purchaser, the following property, together with the rents, profits, fixtures and other appurtenant interests (all called the “Property”), in Marquette County, State of Wisconsin:

Lot 3 of Marquette County Certified Survey Map No. 2906 as recorded in the Office of the Register of Deeds in Vol. 17 of Records on Page 111 as Document No. 254905.

VOL 530 PAGE 102

Marquette Register of Deeds
Received for record
on 12/21/2004
at 11:55 AM
and recorded in vol. 530
of records page 102
Document Number: 254989

Dennis M. Wegner

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS

Attorney Daniel G. Wood \$13.00
WOOD LAW OFFICES, LLC 105.00
P.O. Box 284
Oxford, WI 53952

TRANSFER

\$105.00
FEE

Rental
Weatherization

W-4
EXEMPT

(Parcel Identification Number)

This is not homestead property.
(is) (is not)

Purchaser agrees to purchase the Property and to pay to Vendor at P.O. Box 129, Oxford, WI 53952, the sum of \$ 35,000.00 in the following manner: (a) \$ 10,000.00 at the execution of this Contract; and (b) the balance of \$ 25,000.00, together with interest from date hereof on the balance outstanding from time to time at the rate of 6.000 percent per annum until paid in full, as follows: One Hundred Twenty (120) Monthly payments as follows: \$277.52 beginning February 1, 2005, until paid in full on January 1, 2015.

Provided, however, the entire outstanding balance shall be paid in full on or before the 1st day of January, 2015 (the maturity date).

Following any default in payment, interest shall accrue at the rate of 6.000 % per annum on the entire amount in default (which shall include, without limitation, delinquent interest and, upon acceleration or maturity, the entire principal balance).

Purchaser, unless excused by Vendor, agrees to pay monthly to Vendor amounts sufficient to pay reasonably anticipated annual taxes, special assessments, fire and required insurance premiums when due. To the extent received by Vendor, Vendor agrees to apply payments to these obligations when due. Such amounts received by the Vendor for payment of taxes, assessments and insurance will be deposited into an escrow fund or trustee account, but shall not bear interest unless otherwise required by law.

Payments shall be applied first to interest on the unpaid balance at the rate specified and then to principal. Any amount may be prepaid without premium or fee upon principal at any time after January 1, 2005 (OR) there may be no prepayment of principal without permission of Vendor.*

In the event of any prepayment, this contract shall not be treated as in default with respect to payment so long as the unpaid balance of principal, and interest (and in such case accruing interest from month to month shall be treated as unpaid principal) is less than the amount that said indebtedness would have had the monthly payments been made as first specified above; provided that monthly payments shall be continued in the event of credit of any proceeds of insurance or condemnation, the condemned premises being thereafter excluded herefrom.

Purchaser states that Purchaser is satisfied with the title as shown by the title evidence submitted to Purchaser for examination except:
Purchaser waives presentation of title evidence.

Purchaser agrees to pay the cost of future title evidence. If title evidence is in the form of an abstract, it shall be retained by Vendor until the full purchase price is paid.

Purchaser shall be entitled to take possession of the Property on December 20, 2004.

*Cross Out One.

Purchaser promises to pay when due all taxes and assessments levied on the Property or upon Vendor's interest in it and to deliver to Vendor on demand receipts showing such payments.

Purchaser shall keep the improvements on the Property insured against loss or damage occasioned by fire, extended coverage perils and such other hazards as Vendor may require, without co-insurance, through insurers approved by Vendor, in the sum of \$ 0-, but Vendor shall not require coverage in an amount more than the balance owed under this Contract. Purchaser shall pay the insurance premiums when due. The policies shall contain the standard clause in favor of the Vendor's interest and, unless Vendor otherwise agrees in writing, the original of all policies covering the Property shall be deposited with Vendor. Purchaser shall promptly give notice of loss to insurance companies and Vendor. Unless Purchaser and Vendor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided the Vendor deems the restoration or repair to be economically feasible.

Purchaser covenants not to commit waste nor allow waste to be committed on the Property, to keep the Property in good tenantable condition and repair, to keep the Property free from liens superior to the lien of this Contract, and to comply with all laws, ordinances and regulations affecting the Property.

Vendor agrees that in case the purchase price with interest and other moneys shall be fully paid and all conditions shall be fully performed at the times and in the manner above specified, Vendor will on demand, execute and deliver to the Purchaser, a Warranty Deed, in fee simple, of the Property, free and clear of all liens and encumbrances, except any liens or encumbrances created by the act or default of Purchaser, and except:

municipal & zoning ordinances & agreements entered thereunder, recorded easements for distribution of utility & municipal services, recorded building & use restrictions & covenants, highway right-of-way, if any, & general taxes levied in the year of closing.

Purchaser agrees that time is of the essence and (a) in the event of a default in the payment of any principal or interest which continues for a period of 30 days following the specified due date or (b) in the event of a default in performance of any other obligation of Purchaser which continues for a period of 30 days following written notice thereof by Vendor (delivered personally or mailed by certified mail); then the entire outstanding balance under this contract shall become immediately due and payable in full, at Vendor's option and without notice (which Purchaser hereby waives), and Vendor shall also have the following rights and remedies (subject to any limitations provided by law) in addition to those provided by law or in equity: (i) Vendor may, at his option, terminate this Contract and Purchaser's rights, title and interest in the Property and recover the Property back through strict foreclosure with any equity of redemption to be conditioned upon Purchaser's full payment of the entire outstanding balance, with interest thereon from the date of default at the rate in effect on such date and other amounts due hereunder (in which event all amounts previously paid by Purchaser shall be forfeited as liquidated damages for failure to fulfill this Contract and as rental for the Property if Purchaser fails to redeem); or (ii) Vendor may sue for specific performance of this Contract to compel immediate and full payment of the entire outstanding balance, with interest thereon at the rate in effect on the date of default and other amounts due hereunder, in which event the Property shall be auctioned at judicial sale and Purchaser shall be liable for any deficiency; or (iii) Vendor may sue at law for the entire unpaid purchase price or any portion thereof; or (iv) Vendor may declare this Contract at an end and remove this Contract as a cloud on title in a quiet-title action if the equitable interest of Purchaser is insignificant; and (v) Vendor may have Purchaser ejected from possession of the Property and have a receiver appointed to collect any rents, issues or profits during the pendency of any action under (i), (ii) or (iv) above. Notwithstanding any oral or written statements or actions of Vendor, an election of any of the foregoing remedies shall only be binding upon Vendor if and when pursued in litigation and all costs and expenses including reasonable attorneys fees of Vendor incurred to enforce any remedy hereunder (whether abated or not) to the extent not prohibited by law and expenses of title evidence shall be added to principal and paid by Purchaser, as incurred, and shall be included in any judgment.

Upon the commencement or during the pendency of any action of foreclosure of this Contract, Purchaser consents to the appointment of a receiver of the Property, including homestead interest, to collect the rents, issues, and profits of the Property during the pendency of such action, and such rents, issues, and profits when so collected shall be held and applied as the court shall direct.

Purchaser shall not transfer, sell or convey any legal or equitable interest in the Property (by assignment of any of Purchaser's rights under this Contract or by option, long-term lease or in any other way) without the prior written consent of Vendor unless either the outstanding balance payable under this Contract is first paid in full or the interest conveyed is a pledge or assignment of Purchaser's interest under this Contract solely as security for an indebtedness of Purchaser. In the event of any such transfer, sale or conveyance without Vendor's written consent, the entire outstanding balance payable under this Contract shall become immediately due and payable in full, at Vendor's option without notice.

Vendor shall make all payments when due under any mortgage outstanding against the Property on the date of this Contract (except for any mortgage granted by Purchaser) or under any note secured thereby, provided Purchaser makes timely payment of the amounts then due under this Contract. Purchaser may make any such payments directly to the Mortgagee if Vendor fails to do so and all payments so made by Purchaser shall be considered payments made on this Contract.

Vendor may waive any default without waiving any other subsequent or prior default of Purchaser.

All terms of this Contract shall be binding upon and inure to the benefits of the heirs, legal representatives, successors and assigns of Vendor and Purchaser. (If not an owner of the Property the spouse of Vendor for a valuable consideration joins herein to release homestead rights in the subject Property and agrees to join in the execution of the deed to be made in fulfillment hereof.)

Dated this 20th day of December, 2004.
[Signature] (SEAL)

Oxford Home Sales, LLC
By: Kenneth E. Driscoll, Manager (SEAL)

[Signature] (SEAL)

Todd A. Luger (SEAL)

VOL 530 PAGE 103

AUTHENTICATION

ACKNOWLEDGMENT

Signature(s) _____
authenticated this _____ day of _____, _____

TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by § 706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY
Attorney Daniel G. Wood
Wood Law Offices, LLC

(Signatures may be authenticated or acknowledged. Both are not necessary.)

STATE OF WISCONSIN,
} ss.
Marquette County.
Personally came before me this _____ day of
December, 2004, the above named
Kenneth E. Driscoll and
Todd Luger

to me known to be the person 5 who executed the foregoing instrument and acknowledge the same.

[Signature]
Judy A. Andres

Notary Public Marquette County, Wis.
My commission is permanent. (If not, state expiration date: _____)

August 5, 2007

*Names of persons signing in any capacity should be typed or printed below their signatures.

LAND CONTRACT

Individual and Corporate
(TO BE USED FOR ALL TRANSACTIONS WHERE OVER \$25,000 IS FINANCED AND IN OTHER NON-CONSUMER ACT TRANSACTIONS)

255142

DOCUMENT NO.

Contract, by and between Oxford Home Sales, LLC, a Wisconsin Limited Liability Company ("Vendor", whether one or more) and James A. Cabery

____ ("Purchaser", whether one or more). Vendor sells and agrees to convey to Purchaser, upon the prompt and full performance of this contract by Purchaser, the following property, together with the rents, profits, fixtures and other appurtenant interests (all called the "Property"), in Marquette County, State of Wisconsin:

Lot 2 of Marquette County Certified Survey Map No. 2906 as recorded in the Office of the Register of Deeds on December 15, 2004, in Volume 17 of Records on page 111 as Document No. 254905.

Marquette Register of Deeds
Received for record
on 01/03/2005
at 08:00 AM
and recorded in vol. 530
of records page 713
Document Number: 255142

Dennis M. Wegner

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS

Attorney Daniel G. Wood
Wood Law Offices, LLC
PO Box 284
Oxford, WI 53952
\$13.00
\$90.00

(Parcel Identification Number)

TRANSFER
\$90.00
FEE

Rental
Weatherization
W-9
EXEMPT

This is not homestead property.
(is) (is not)

Purchaser agrees to purchase the Property and to pay to Vendor at P.O. Box 129, Oxford, WI 53952, the sum of \$ 30,000.00 in the following manner: (a) \$ 0 at the execution of this Contract; and (b) the balance of \$ 30,000.00, together with interest from date hereof on the balance outstanding from time to time at the rate of 6.000 percent per annum until paid in full, as follows: One Hundred Twenty (120) Monthly payments of \$333.02 beginning February 1, 2004, with the final payment being made on January 1, 2015.

Provided, however, the entire outstanding balance shall be paid in full on or before the 1st day of January, 2004 (the maturity date).

Following any default in payment, interest shall accrue at the rate of 6.000 % per annum on the entire amount in default (which shall include, without limitation, delinquent interest and, upon acceleration or maturity, the entire principal balance).

Purchaser, unless excused by Vendor, agrees to pay monthly to Vendor amounts sufficient to pay reasonably anticipated annual taxes, special assessments, fire and required insurance premiums when due. To the extent received by Vendor, Vendor agrees to apply payments to these obligations when due. Such amounts received by the Vendor for payment of taxes, assessments and insurance will be deposited into an escrow fund or trustee account, but shall not bear interest unless otherwise required by law.

Payments shall be applied first to interest on the unpaid balance at the rate specified and then to principal. Any amount may be prepaid without premium or fee upon principal at any time after January 1, 2005 (OR) ~~there may be no prepayment of principal without permission of Vendor.~~

In the event of any prepayment, this contract shall not be treated as in default with respect to payment so long as the unpaid balance of principal, and interest (and in such case accruing interest from month to month shall be treated as unpaid principal) is less than the amount that said indebtedness would have been had the monthly payments been made as first specified above; provided that monthly payments shall be continued in the event of credit of any proceeds of insurance or condemnation, the condemned premises being thereafter excluded herefrom.

Purchaser states that Purchaser is satisfied with the title as shown by the title evidence submitted to Purchaser for examination except: Purchaser waives presentation of title evidence.

VOL 530 PAGE 713

Purchaser agrees to pay the cost of future title evidence. If title evidence is in the form of an abstract, it shall be retained by Vendor until the full purchase price is paid.

Purchaser shall be entitled to take possession of the Property on December 20, 2004.

*Cross Out One.

Purchaser promises to pay when due all taxes and assessments levied on the Property or upon Vendor's interest in it and to deliver to Vendor on demand receipts showing such payments.

Purchaser shall keep the improvements on the Property insured against loss or damage occasioned by fire, extended coverage perils and such other hazards as Vendor may require, without co-insurance, through insurers approved by Vendor, in the sum of \$ -0- , but Vendor shall not require coverage in an amount more than the balance owed under this Contract. Purchaser shall pay the insurance premiums when due. The policies shall contain the standard clause in favor of the Vendor's interest and, unless Vendor otherwise agrees in writing, the original of all policies covering the Property shall be deposited with Vendor. Purchaser shall promptly give notice of loss to insurance companies and Vendor. Unless Purchaser and Vendor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided the Vendor deems the restoration or repair to be economically feasible.

Purchaser covenants not to commit waste nor allow waste to be committed on the Property, to keep the Property in good tenable condition and repair, to keep the Property free from liens superior to the lien of this Contract, and to comply with all laws, ordinances and regulations affecting the Property.

Vendor agrees that in case the purchase price with interest and other moneys shall be fully paid and all conditions shall be fully performed at the times and in the manner above specified, Vendor will on demand, execute and deliver to the Purchaser, a Warranty Deed, in fee simple, of the Property, free and clear of all liens and encumbrances, except any liens or encumbrances created by the act or default of Purchaser, and except:

municipal & zoning ordinances & agreements entered thereunder, recorded easements for distribution of utility & municipal services, recorded building & use restrictions & covenants, highway right-of-way, if any, & general taxes levied in the year of closing.

Purchaser agrees that time is of the essence and (a) in the event of a default in the payment of any principal or interest which continues for a period of 30 days following the specified due date or (b) in the event of a default in performance of any other obligation of Purchaser which continues for a period of 30 days following written notice thereof by Vendor (delivered personally or mailed by certified mail); then the entire outstanding balance under this contract shall become immediately due and payable in full, at Vendor's option and without notice (which Purchaser hereby waives), and Vendor shall also have the following rights and remedies (subject to any limitations provided by law) in addition to those provided by law or in equity: (i) Vendor may, at his option, terminate this Contract and Purchaser's rights, title and interest in the Property and recover the Property back through strict foreclosure with any equity of redemption to be conditioned upon Purchaser's full payment of the entire outstanding balance, with interest thereon from the date of default at the rate in effect on such date and other amounts due hereunder (in which event all amounts previously paid by Purchaser shall be forfeited as liquidated damages for failure to fulfill this Contract and as rental for the Property if Purchaser fails to redeem); or (ii) Vendor may sue for specific performance of this Contract to compel immediate and full payment of the entire outstanding balance, with interest thereon at the rate in effect on the date of default and other amounts due hereunder, in which event the Property shall be auctioned at judicial sale and Purchaser shall be liable for any deficiency; or (iii) Vendor may sue at law for the entire unpaid purchase price or any portion thereof; or (iv) Vendor may declare this Contract at an end and remove this Contract as a cloud on title in a quiet-title action if the equitable interest of Purchaser is insignificant; and (v) Vendor may have Purchaser ejected from possession of the Property and have a receiver appointed to collect any rents, issues or profits during the pendency of any action under (i), (ii) or (iv) above. Notwithstanding any oral or written statements or actions of Vendor, an election of any of the foregoing remedies shall only be binding upon Vendor if and when pursued in litigation and all costs and expenses including reasonable attorneys fees of Vendor incurred to enforce any remedy hereunder (whether abated or not) to the extent not prohibited by law and expenses of title evidence shall be added to principal and paid by Purchaser, as incurred, and shall be included in any judgment.

Upon the commencement or during the pendency of any action of foreclosure of this Contract, Purchaser consents to the appointment of a receiver of the Property, including homestead interest, to collect the rents, issues, and profits of the Property during the pendency of such action, and such rents, issues, and profits when so collected shall be held and applied as the court shall direct.

Purchaser shall not transfer, sell or convey any legal or equitable interest in the Property (by assignment of any of Purchaser's rights under this Contract or by option, long-term lease or in any other way) without the prior written consent of Vendor unless either the outstanding balance payable under this Contract is first paid in full or the interest conveyed is a pledge or assignment of Purchaser's interest under this Contract solely as security for an indebtedness of Purchaser. In the event of any such transfer, sale or conveyance without Vendor's written consent, the entire outstanding balance payable under this Contract shall become immediately due and payable in full, at Vendor's option without notice.

Vendor shall make all payments when due under any mortgage outstanding against the Property on the date of this Contract (except for any mortgage granted by Purchaser) or under any note secured thereby, provided Purchaser makes timely payment of the amounts then due under this Contract. Purchaser may make any such payments directly to the Mortgagee if Vendor fails to do so and all payments so made by Purchaser shall be considered payments made on this Contract.

Vendor may waive any default without waiving any other subsequent or prior default of Purchaser.

All terms of this Contract shall be binding upon and inure to the benefits of the heirs, legal representatives, successors and assigns of Vendor and Purchaser. (If not an owner of the Property the spouse of Vendor for a valuable consideration joins herein to release homestead rights in the subject Property and agrees to join in the execution of the deed to be made in fulfillment hereof.)

Dated this 20th day of December, 2004

[Signature] (SEAL)

Oxford Home Sales, LLC
By: Kenneth E. Driscoll, Manager (SEAL)

[Signature] (SEAL)

James A. Cebery (SEAL)

VOL 530 PAGE 714 (SEAL)

AUTHENTICATION

Signature(s) _____

authenticated this _____ day of _____, _____

TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by § 706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY

Attorney Daniel G. Wood

Wood Law Offices, LLC

(Signatures may be authenticated or acknowledged. Both are not necessary.)

ACKNOWLEDGMENT

STATE OF WISCONSIN,

Marquette County, } ss.
Personally came before me this 20th day of

December, 2004, the above named
Kenneth E. Driscoll
and James A. Cebery

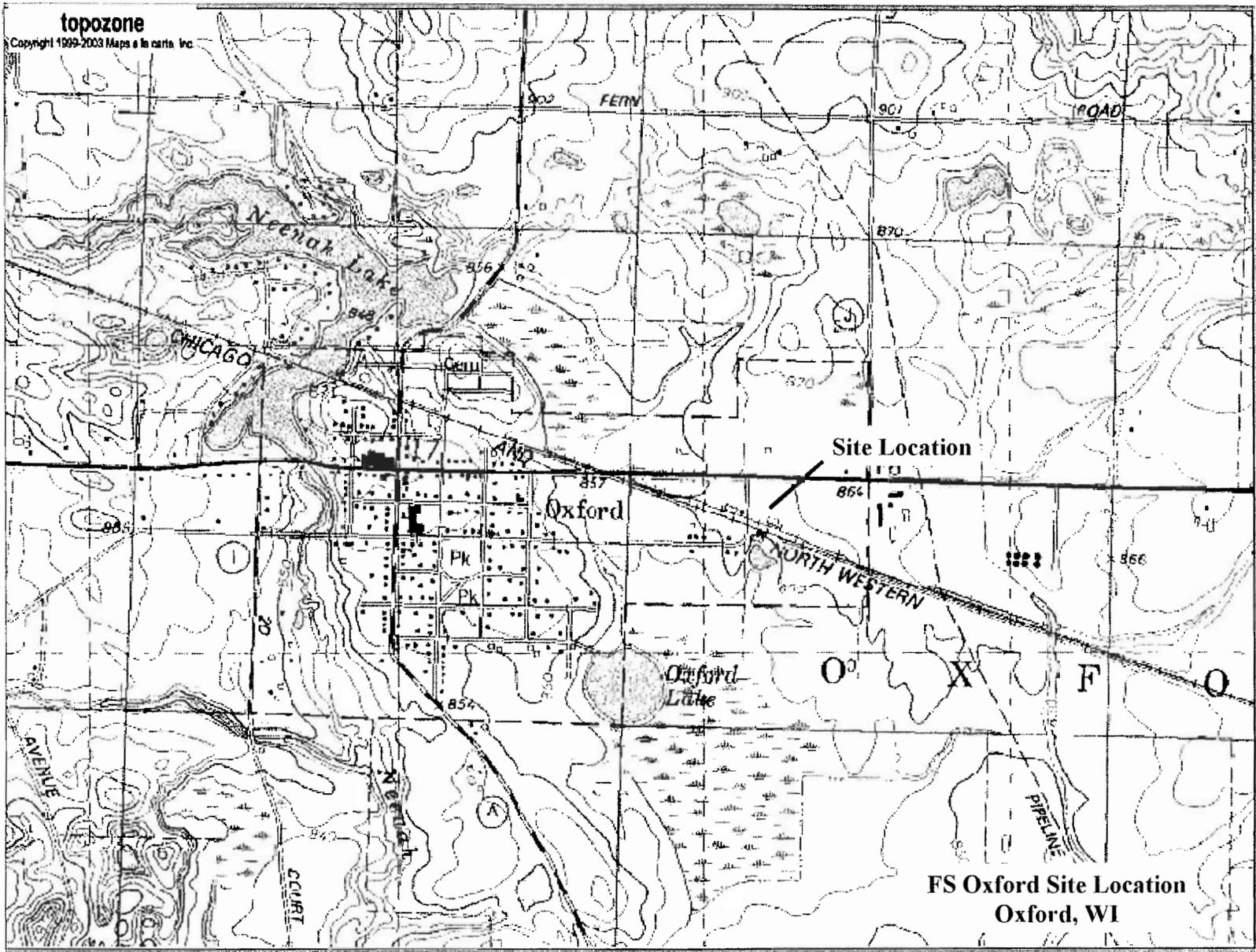
to me known to be the person _____ who executed the foregoing instrument and acknowledge the same.

Judy A. Andres

Notary Public Marquette County, Wis.

My commission is permanent (If not, state expiration date: August 5, 2007)

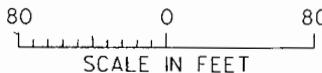
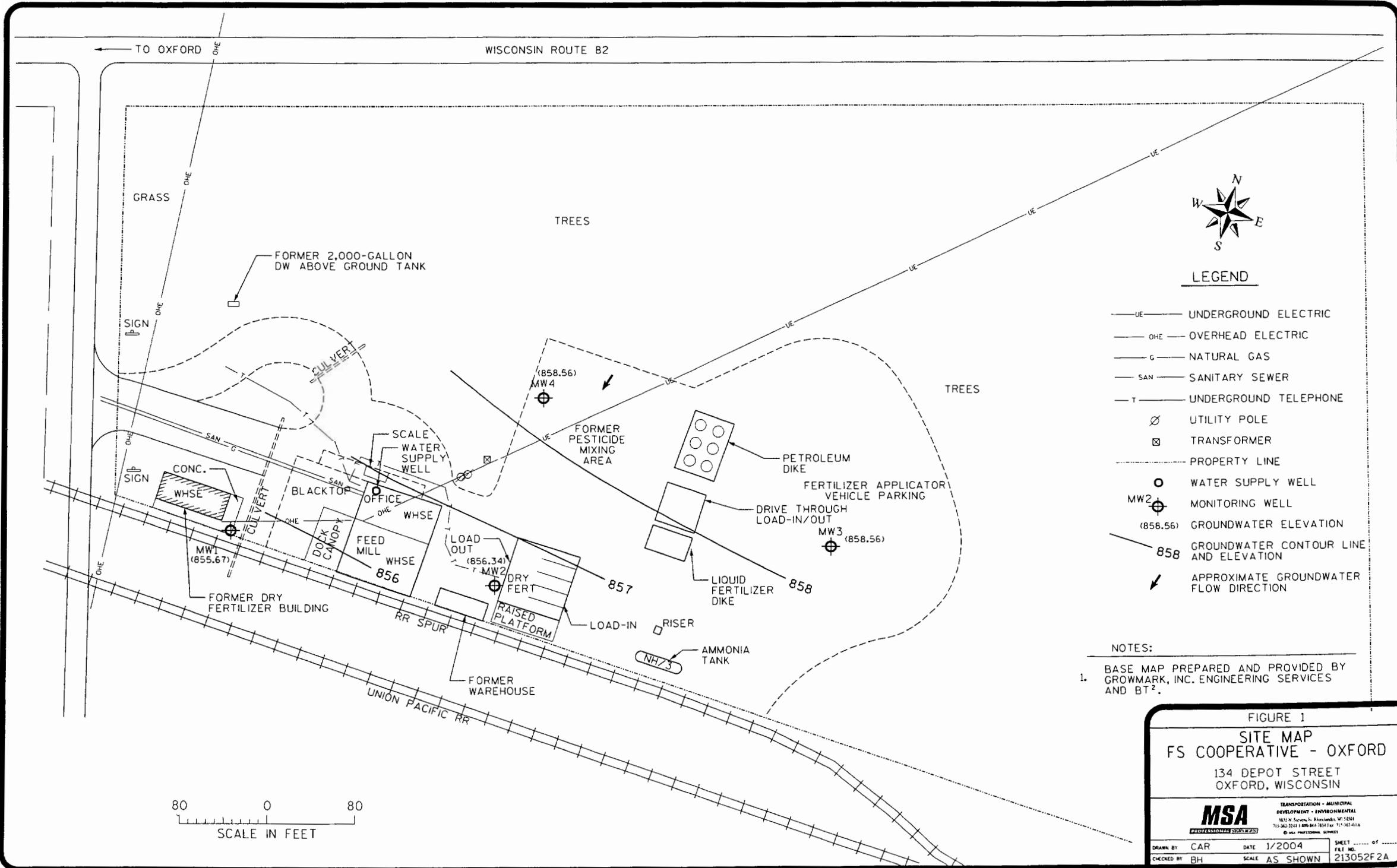
*Names of persons signing in any capacity should be typed or printed below their signatures.



topozone
Copyright 1999-2003 Maps & In Cartis, Inc

Site Location

FS Oxford Site Location
Oxford, WI



LEGEND

- UE— UNDERGROUND ELECTRIC
- OHE— OVERHEAD ELECTRIC
- G— NATURAL GAS
- SAN— SANITARY SEWER
- T— UNDERGROUND TELEPHONE
- ⊙ UTILITY POLE
- ⊠ TRANSFORMER
- PROPERTY LINE
- WATER SUPPLY WELL
- MW2 ⊕ MONITORING WELL
- (858.56) GROUNDWATER ELEVATION
- 858 GROUNDWATER CONTOUR LINE AND ELEVATION
- ↘ APPROXIMATE GROUNDWATER FLOW DIRECTION

NOTES:

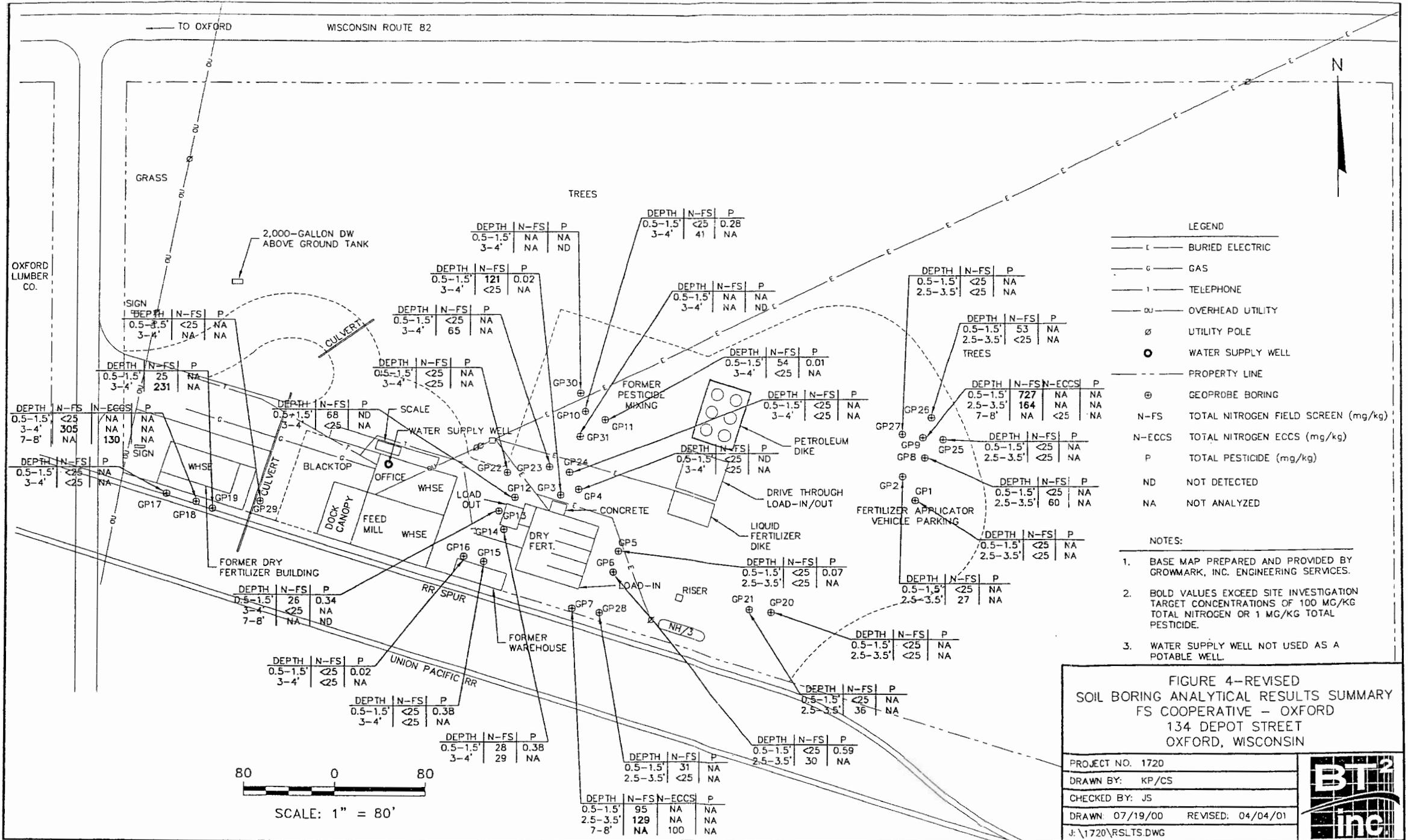
1. BASE MAP PREPARED AND PROVIDED BY GROWMARK, INC. ENGINEERING SERVICES AND BT².

FIGURE 1
SITE MAP
FS COOPERATIVE - OXFORD
134 DEPOT STREET
OXFORD, WISCONSIN

MSA
PROFESSIONAL SERVICES

TRANSPORTATION - MUNICIPAL
DEVELOPMENT - ENVIRONMENTAL
1812 N. Stevens St., Brookfield, WI 53005
761-462-2222 / 800-441-7817 Fax: 761-462-4116
© 1994 PROFESSIONAL SERVICES

DRAWN BY: CAR	DATE: 1/2004	SHEET: 1 of 1
CHECKED BY: BH	SCALE: AS SHOWN	FRT NO.: 213052F2A



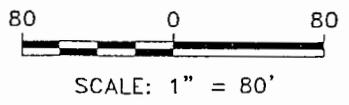
LEGEND

- BURIED ELECTRIC
- GAS
- TELEPHONE
- OVERHEAD UTILITY
- ⊗ UTILITY POLE
- WATER SUPPLY WELL
- PROPERTY LINE
- ⊕ GEOPROBE BORING
- N-FS TOTAL NITROGEN FIELD SCREEN (mg/kg)
- N-ECCS TOTAL NITROGEN ECCS (mg/kg)
- P TOTAL PESTICIDE (mg/kg)
- ND NOT DETECTED
- NA NOT ANALYZED

- NOTES:**
1. BASE MAP PREPARED AND PROVIDED BY GROWMARK, INC. ENGINEERING SERVICES.
 2. BOLD VALUES EXCEED SITE INVESTIGATION TARGET CONCENTRATIONS OF 100 MG/KG TOTAL NITROGEN OR 1 MG/KG TOTAL PESTICIDE.
 3. WATER SUPPLY WELL NOT USED AS A POTABLE WELL.

**FIGURE 4--REVISED
SOIL BORING ANALYTICAL RESULTS SUMMARY
FS COOPERATIVE -- OXFORD
134 DEPOT STREET
OXFORD, WISCONSIN**

PROJECT NO. 1720	
DRAWN BY: KP/CS	
CHECKED BY: JS	
DRAWN: 07/19/00 REVISED: 04/04/01	
J:\1720\RESULTS.DWG	



DEPTH	N-FS	P
0.5-1.5'	<25	NA
3-4'	305	NA
7-8'	NA	130

DEPTH	N-FS	P
0.5-1.5'	25	NA
3-4'	231	NA

DEPTH	N-FS	P
0.5-1.5'	68	ND
3-4'	<25	NA

DEPTH	N-FS	P
0.5-1.5'	<25	NA
3-4'	65	NA

DEPTH	N-FS	P
0.5-1.5'	121	0.02
3-4'	<25	NA

DEPTH	N-FS	P
0.5-1.5'	NA	NA
3-4'	41	NA

DEPTH	N-FS	P
0.5-1.5'	NA	NA
3-4'	54	0.01

DEPTH	N-FS	P
0.5-1.5'	53	NA
2.5-3.5'	<25	NA

DEPTH	N-FS	P
0.5-1.5'	727	NA
2.5-3.5'	164	NA
7-8'	NA	<25

DEPTH	N-FS	P
0.5-1.5'	<25	NA
2.5-3.5'	<25	NA

DEPTH	N-FS	P
0.5-1.5'	<25	NA
2.5-3.5'	60	NA

DEPTH	N-FS	P
0.5-1.5'	26	0.34
3-4'	<25	NA
7-8'	NA	ND

DEPTH	N-FS	P
0.5-1.5'	<25	0.02
3-4'	<25	NA

DEPTH	N-FS	P
0.5-1.5'	<25	0.38
3-4'	<25	NA

DEPTH	N-FS	P
0.5-1.5'	28	0.38
3-4'	29	NA

DEPTH	N-FS	P
0.5-1.5'	31	NA
2.5-3.5'	<25	NA

DEPTH	N-FS	P
0.5-1.5'	<25	0.59
2.5-3.5'	30	NA

DEPTH	N-FS	N-ECCS	P
0.5-1.5'	95	NA	NA
2.5-3.5'	129	NA	NA
7-8'	NA	100	NA

Table 3. Groundwater Analytical Results Summary
 FS Cooperative, Oxford, WI / BT² Project #1720
 (Concentrations in µg/l, except where noted)

Sample	Date	NH ₃ -N (mg/l)	NO ₃ +NO ₂ -N (mg/l)	Acetochlor	Alachlor	Atrazine Plus Metabolites ¹	Butylate	Chlorpyrifos	Cyanzine	Dimethenamid	EPTC	Metolachlor	Metribuzin	Pendimethalin	Prometon	Propazine	Simazine	Trifluralin
GP2-W	06/28/00	21	34	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
GP7-W	06/28/00	3.3	2.3	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
GP10-W	06/28/00	<1.0	7.0	<0.051	0.19	ND	<0.029	<0.0093	<0.016	<0.051	<0.028	<0.086	<0.042	<0.022	<0.069	<0.012	<0.010	<0.039
GP13-W	06/28/00	13	48	<0.052	1.5	0.19	<0.029	<0.0094	<0.020	<0.052	<0.028	0.91	<0.042	<0.023	<0.071	<0.012	0.26	<0.040
GP20-W	06/28/00	<1.0	1.8	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Facility Well	06/29/00	7.6	8.4	<0.053	2.7	0.42	<0.030	<0.0096	<0.016	<0.053	<0.029	<0.089	<0.043	<0.023	0.08	<0.012	0.062	<0.040
NR 140 Enforcement Standards (ES)		NE	10	NE	2	3 (a)	67	NE	1	NE	250	15	250	NE	90	NE	4	7.5
NR 140 Preventive Action Limits (PAL)		NE	2	NE	0.2	0.3 (a)	6.7	NE	0.1	NE	50	1.5	50	NE	18	NE	0.4	0.75

ABBREVIATIONS:

NH₃-N = Ammonia-Nitrogen NO₃+NO₂-N = Nitrate/Nitrite-Nitrogen DEA = Desethylatrazine DIA = Desisopropylatrazine NA = Not Analyzed NE = Not Established ND = Not Detected

NOTES:

¹Includes the sum of atrazine, DEA, and DIA.

(a) NR 140 ES and PAL for atrazine includes the sum of atrazine, DEA, DIA and other atrazine metabolites.

Bold values exceed NR 140 ES

Completed by: LMH 7/24/00

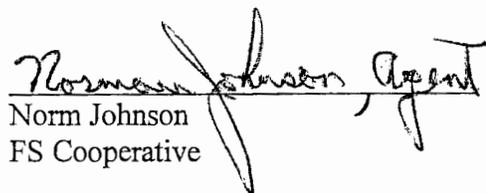
Checked by: JS 07/25/00

RESPONSIBLE PARTY AFFIRMATION OF PROPERTY DESCRIPTIONS

The following affirmation by the responsible party is required by Wisconsin Administrative Code, ch. NR 726.05 paragraph (3)(a)4.g.

I hereby affirm the following:

1. I believe that legal descriptions for all of the properties within or partially within the contaminated site's boundaries that had groundwater contamination exceeding ch NR 140 enforcement standards at the time that case closure was requested, other than public street or highway rights-of-way or railroad rights-of-way, have been submitted to the agency with administrative authority for the site, either as an attachment to the site investigation report or as part of the groundwater GIS registry attachment to the case close out report.


Norm Johnson
FS Cooperative

8-9-05
Date



July 27, 2005

Mr. James Cebery
W8871 Fern Road
Oxford, WI 53952

Re: Groundwater GIS Registry Notification
Former FS Cooperative Oxford Facility, 134 South Depot Street, Oxford, WI
DNR Site ID# 02-39-536958
DATCP Case# 99406092901

Dear Property Owner:

Groundwater contamination was documented at the Depot Street facility referenced above. Nitrate and pesticide levels in the unused water well located in the northern portion of the former FS Coop feed mill office are above state groundwater standards as shown in chapter NR 140, Wisconsin Administrative Code. The property recently has been sold and subdivided into separate parcels. According to Certified Survey Map 2906, the potable well is within Lot #2 which is owned by you.

MSA Professional Services, Inc. (MSA) has investigated the groundwater contamination and reported our findings to the Department of Agriculture, Trade, and Consumer Protection (DATCP), who determined this groundwater contaminant plume is stable or receding and/or will naturally degrade over time, and that allowing natural attenuation to address the remaining contaminants at this site will meet the requirements for case closure that are found in chapter NR726, Wisconsin Administrative Code. On behalf of FS Cooperative, MSA has requested that DATCP accept natural attenuation as the final remedy for this site, and grant case closure. Closure means that DATCP will not require further investigation or cleanup action, other than the reliance on natural attenuation.

You and any subsequent property owners must comply with the requirements of section 292.13, Wisconsin Statutes, including allowing access to your property for environmental investigation or cleanup if access is required. For further information on the requirements of section 292.13, Wisconsin Statutes, you may call the Wisconsin Department of Natural Resources at 1-800-367-6076 for calls originating in Wisconsin, or 608-264-6020.

Offices in Illinois, Iowa, Minnesota, and Wisconsin

201 CORPORATE DRIVE • BEAVER DAM, WI 53916-3071
(920) 887-4242 • (800) 552-6330 • FAX: (920) 887-4250
WEB ADDRESS: www.msa-ps.com

213052not03.doc

Page 2

Mr. James Cebery
July 27, 2005

As an affected property owner, you have 30 days to contact DATCP to provide technical information that you may have indicating closure should not be granted for this site. If you would like to submit any information to DATCP that is relevant to this closure, you should mail that information to:

Mr. Stanley Senger
Department of Agriculture, Trade, and Consumer Protection
2811 Agriculture Drive
PO Box 8911
Madison, WI 53708

Once DATCP makes a decision on site closure, it will be documented in a letter. You may obtain a copy of this letter by requesting a copy from me, by writing to the agency address given above, or by accessing the DNR GIS Registry of Closed Remediation Sites on the internet at <http://maps.dnr.state.wi.us/imf/dnrimgf.jsp?site=brts>. A copy of the closure letter is included as part of the site file on the GIS Registry of Closed Remediation Sites.

When this case is closed, all properties within the boundaries where groundwater contamination exceeds chapter NR 140 groundwater enforcement standards will be listed on the Department of Natural Resources' geographic information system (GIS) Registry of Closed Remediation Sites. The information on the GIS Registry includes maps showing the location of properties in Wisconsin where groundwater contamination above chapter NR 140 enforcement standards was found at the time that the case was closed. This GIS Registry is available to the general public on the Department of Natural Resources' internet web site.

DATCP has also indicated that they will require re-testing or abandonment of the unused water well, regardless of whether the site is closed. Should you or any subsequent property owner wish to construct or reconstruct a well on your property, special well construction standards may be necessary to protect the well from the residual groundwater contamination. Any well driller who proposes to construct a well on your property in the future will first need to call the Diggers Hotline (1-800-242-8511) if your property is located outside of the service area of a municipally owned water system, or contact the Drinking Water program within the Department of Natural Resources if your property is located within the designated service area of a municipally owned water system to determine if there is a need for special well construction standards.

Page 3

Mr. James Cebery

July 27, 2005

If you need more information, you may contact Brian Hegge of MSA at (715)362-3244 or Stanley Senger of DATCP at (608)224-5012.

Sincerely,

MSA Professional Services, Inc.

A handwritten signature in black ink, appearing to read 'SLH', with a large, sweeping flourish underneath.

Steven Henkel
Professional Hydrologist

SLH

cc: Mr. Bill Donaldson, FS Cooperative

Table 3. Groundwater Analytical Results Summary
 FS Cooperative, Oxford, WI / BT' Project #1720
 (Concentrations in µg/l, except where noted)

Sample	Date	NH ₃ -N (mg/l)	NO ₃ +NO ₂ -N (mg/l)	Acetochlor	Alachlor	Atrazine Plus Metabolites ¹	Butylate	Chlorpyrifos	Cyanzine	Dimethenamid	EPTC	Metolachlor	Metribuzin	Pendimethalin	Prometon	Propazine	Simazine	Trifluralin	
GP2-W	06/28/00	21	34	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
GP7-W	06/28/00	3.3	2.3	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
GP10-W	06/28/00	<1.0	7.0	<0.051	0.19	ND	<0.029	<0.0093	<0.016	<0.051	<0.028	<0.086	<0.042	<0.022	<0.069	<0.012	<0.010	<0.039	
GP13-W	06/28/00	13	48	<0.052	1.5	0.19	<0.029	<0.0094	<0.020	<0.052	<0.028	0.91	<0.042	<0.023	<0.071	<0.012	0.26	<0.040	
GP20-W	06/28/00	<1.0	1.8	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Facility Well	06/29/00	7.6	8.4	<0.053	2.7	0.42	<0.030	<0.0096	<0.016	<0.053	<0.029	<0.089	<0.043	<0.023	0.08	<0.012	0.062	<0.040	
NR 140 Enforcement Standards (ES)		NE	10	NE	2	3 (a)	67	NE	1	NE	250	15	250	NE	90	NE	4	7.5	
NR 140 Preventive Action Limits (PAL)		NE	2	NE	0.2	0.3 (a)	6.7	NE	0.1	NE	50	1.5	50	NE	18	NE	0.4	0.75	

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NOTES:

¹Includes the sum of atrazine, DEA, and DIA.

(a) NR 140 ES and PAL for atrazine includes the sum of atrazine, DEA, DIA and other atrazine metabolites.

Bold values exceed NR 140 ES

Completed by: LMH 7/24/00

Checked by: JS 07/25/00



July 27, 2005

Mr. Todd Luger
W7483 Gale Drive
Endeavor, WI 53930

Re: Groundwater GIS Registry Notification
Former FS Cooperative Oxford Facility, 134 South Depot Street, Oxford, WI
DNR Site ID# 02-39-536958
DATCP Case# 99406092901

Dear Property Owner:

Groundwater contamination was documented at the Depot Street facility referenced above. Nitrate and pesticide levels in groundwater monitoring well (MW2) located near the southwest corner of the Dry Fertilizer Building are above state groundwater standards as shown in chapter NR 140, Wisconsin Administrative Code. The property recently has been sold and subdivided into separate parcels. According to Certified Survey Map 2906, the land in the vicinity of well MW2 is within Lot #3 which is owned by you.

MSA Professional Services, Inc. (MSA) has investigated the groundwater contamination and reported our findings to the Department of Agriculture, Trade, and Consumer Protection (DATCP), who determined this groundwater contaminant plume is stable or receding and/or will naturally degrade over time, and that allowing natural attenuation to address the remaining contaminants at this site will meet the requirements for case closure that are found in chapter NR726, Wisconsin Administrative Code. On behalf of FS Cooperative, MSA has requested that DATCP accept natural attenuation as the final remedy for this site, and grant case closure. Closure means that DATCP will not require further investigation or cleanup action, other than the reliance on natural attenuation.

The source of the groundwater contamination appears to be the former dry fertilizer building operations. You and any subsequent owners must comply with the requirements of section 292.13, Wisconsin Statutes, including allowing access to your property for environmental investigation or cleanup if access is required. For further information on the requirements of section 292.13, Wisconsin Statutes, you may call the Wisconsin Department of Natural Resources at 1-800-367-6076 for calls originating in Wisconsin, or 608-264-6020.

Offices in Illinois, Iowa, Minnesota, and Wisconsin

201 CORPORATE DRIVE • BEAVER DAM, WI 53916-3071
(920) 887-4242 • (800) 552-6330 • FAX: (920) 887-4250
WEB ADDRESS: www.msa-ps.com

213052not02.doc



Page 2

Mr. Todd Luger
July 27, 2005

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Mr. Stanley Senger
Department of Agriculture, Trade, and Consumer Protection
2811 Agriculture Drive
PO Box 8911
Madison, WI 53708

Once DATCP makes a decision on site closure, it will be documented in a letter. You may obtain a copy of this letter by requesting a copy from me, by writing to the agency address given above, or by accessing the DNR GIS Registry of Closed Remediation Sites on the internet at <http://maps.dnr.state.wi.us/imf/dnrimgf.jsp?site=brts>. A copy of the closure letter is included as part of the site file on the GIS Registry of Closed Remediation Sites.

When this case is closed, all properties within the boundaries where groundwater contamination exceeds chapter NR 140 groundwater enforcement standards will be listed on the Department of Natural Resources' geographic information system (GIS) Registry of Closed Remediation Sites. The information on the GIS Registry includes maps showing the location of properties in Wisconsin where groundwater contamination above chapter NR 140 enforcement standards was found at the time that the case was closed. This GIS Registry is available to the general public on the Department of Natural Resources' internet web site.

Should you or any subsequent property owner wish to construct or reconstruct a well on your property, special well construction standards may be necessary to protect the well from the residual groundwater contamination. Any well driller who proposes to construct a well on your property in the future will first need to call the Diggers Hotline (1-800-242-8511) if your property is located outside of the service area of a municipally owned water system, or contact the Drinking Water program within the Department of Natural Resources if your property is located within the designated service area of a municipally owned water system to determine if there is a need for special well construction standards.

Following closure, DATCP will require the monitoring wells be abandoned. MSA and FS Cooperative will work with you regarding the timing of the well abandonments. This abandonment work will be done at no expense to you.

Page 3

Mr. Todd Luger
July 27, 2005

If you need more information, you may contact Brian Hegge of MSA at (715)362-3244 or Stanley Senger of DATCP at (608)224-5012.

Sincerely,

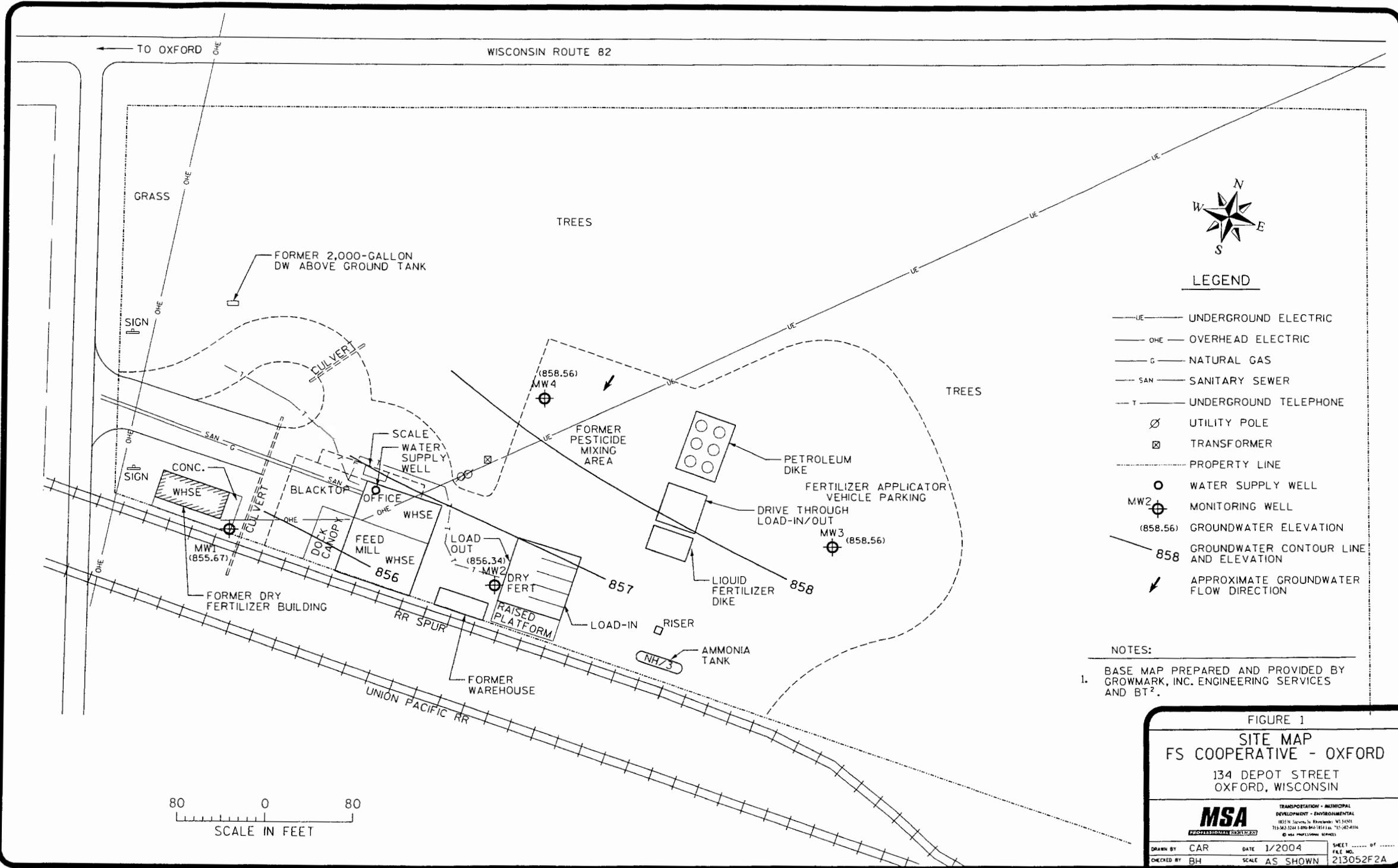
MSA Professional Services, Inc.

A handwritten signature in black ink, appearing to read 'SLH', is written over a horizontal line. The signature is stylized and somewhat cursive.

Steven Henkel
Professional Hydrologist

SLH

cc: Mr. Bill Donaldson, FS Cooperative



LEGEND

- UE— UNDERGROUND ELECTRIC
- OHE— OVERHEAD ELECTRIC
- G— NATURAL GAS
- SAN— SANITARY SEWER
- T— UNDERGROUND TELEPHONE
- ⊗ UTILITY POLE
- ⊠ TRANSFORMER
- PROPERTY LINE
- WATER SUPPLY WELL
- ⊕ MW2 MONITORING WELL
- (858.56) GROUNDWATER ELEVATION
- 858 GROUNDWATER CONTOUR LINE AND ELEVATION
- ↘ APPROXIMATE GROUNDWATER FLOW DIRECTION

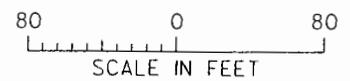
NOTES:

1. BASE MAP PREPARED AND PROVIDED BY GROWMARK, INC. ENGINEERING SERVICES AND BT?

FIGURE 1
SITE MAP
FS COOPERATIVE - OXFORD
 134 DEPOT STREET
 OXFORD, WISCONSIN



DRAWN BY CAR DATE 1/2004 SHEET _____ OF _____
 CHECKED BY BH SCALE AS SHOWN FILE NO. 213052F2A



**Table 1 - Summary of Groundwater Sampling Results and Elevation Measurements
FS Coop, Former Chemical Mixing & Loading Facility, Oxford, Wisconsin**

	Nitrogen (mg/L)		8141 Pesticides (ug/L)																	Water Elevation (ft MSL)
	Ammonia-N	Nitrate-N	Atrazine	Alachlor	DEA	DIA	Alachlor	Butoxypyrifos	Chlorpyrifos	Cyfluthrin	Cyfluthrin	Diazinon	Disulfoton	Malathion	Metolachlor	Metolachlor	Permethrin	Propoxazine	Simazine	
NR 140 PAL	2		0.3				0.2	6.7		0.1		50	1.5	50		18		0.4	0.75	
NR 140 ES	10		3.0				2.0	67		1.0		250	15	250		90		4.0	7.5	
MW-1	01/13/04	0.29	0.055	<0.087	<0.037	<0.054	<0.43	<0.053	<0.031	<0.039	<0.034	<0.055	<0.029	<0.21	<0.032	<0.056	<0.048	<0.051	<0.067	<0.036
	04/19/04	0.15	<0.05	<0.087	<0.037	<0.054	<0.43	<0.053	<0.031	<0.039	<0.034	<0.055	<0.029	<0.21	<0.032	<0.056	<0.048	<0.051	<0.067	<0.036
MW-2	01/13/04	14	30	<0.087	<i>0.35</i>	<0.054	<0.43	<0.053	<0.031	<0.039	<i>0.39</i>	<0.055	<0.029	0.41	<0.032	<0.056	<0.048	<0.051	<0.067	<0.036
	04/19/04	39	75	<0.087	0.089	<0.054	<0.43	<0.053	<0.031	<0.039	<0.034	<0.055	<0.029	<i>1.8</i>	<0.032	<0.056	0.15	<0.051	<0.067	<0.036
MW-3	01/13/04	0.27	<i>4.3</i>	<0.087	<0.037	<0.054	<0.43	<0.053	<0.031	<0.039	<0.034	<0.055	<0.029	<0.21	<0.032	<0.056	<0.048	<0.051	<0.067	<0.036
	04/19/04	0.31	1.8	<0.087	<0.037	<0.054	<0.43	<0.053	<0.031	<0.039	<0.034	<0.055	<0.029	<0.21	<0.032	<0.056	0.16	<0.051	<0.067	<0.036
MW-4	01/13/04	0.038	0.51	<0.087	<0.037	<0.054	<0.43	<0.053	<0.031	<0.039	<0.034	<0.055	<0.029	<0.21	<0.032	<0.056	<0.048	<0.051	<0.067	<0.036
	04/19/04	0.028	0.21	<0.087	<0.037	<0.054	<0.43	<0.053	<0.031	<0.039	<0.034	<0.055	<0.029	<0.21	<0.032	<0.056	<0.048	<0.051	<0.067	<0.036

PAL = ch. NR 140 Wis. Adm. Code Preventive Action Limit (italics indicates exceedence)
ES = ch. NR 140 Wis. Adm. Code Enforcement Standard (bold indicates exceedence)

< x.x = Parameter not detected above Method Detection Limits (MDLs).
Blank = Parameter not analyzed.

DEA = Desethylatrazine
DIA = Desisopropylatrazine

Table 3. Groundwater Analytical Results Summary
 FS Cooperative, Oxford, WI / BT² Project #1720
 (Concentrations in µg/l, except where noted)

Sample	Date	NH ₃ -N (mg/l)	NO ₃ +NO ₂ -N (mg/l)	Acetochlor	Alachlor	Atrazine Plus Metabolites ¹	Butylate	Chlorpyrifos	Cyanazine	Dimethenamid	EPTC	Metolachlor	Metribuzin	Pendimethalin	Prometon	Propazine	Simazine	Trifluralin	
GP2-W	06/28/00	21	34	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
GP7-W	06/28/00	3.3	2.3	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
GP10-W	06/28/00	<1.0	7.0	<0.051	0.19	ND	<0.029	<0.0093	<0.016	<0.051	<0.028	<0.086	<0.042	<0.022	<0.069	<0.012	<0.010	<0.039	
GP13-W	06/28/00	13	48	<0.052	1.5	0.19	<0.029	<0.0094	<0.020	<0.052	<0.028	0.91	<0.042	<0.023	<0.071	<0.012	0.26	<0.040	
GP20-W	06/28/00	<1.0	1.8	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Facility Well	06/29/00	7.6	8.4	<0.053	2.7	0.42	<0.030	<0.0096	<0.016	<0.053	<0.029	<0.089	<0.043	<0.023	0.08	<0.012	0.062	<0.040	
NR 140 Enforcement Standards (ES)		NE	10	NE	2	3 (a)	67	NE	1	NE	250	15	250	NE	90	NE	4	7.5	
NR 140 Preventive Action Limits (PAL)		NE	2	NE	0.2	0.3 (a)	6.7	NE	0.1	NE	50	1.5	50	NE	18	NE	0.4	0.75	

ABBREVIATIONS:

NH₃-N = Ammonia-Nitrogen NO₃+NO₂-N = Nitrate/Nitrite-Nitrogen DEA = Desethylatrazine DIA = Desisopropylatrazine NA = Not Analyzed NE = Not Established ND = Not Detected

NOTES:

¹Includes the sum of atrazine, DEA, and DIA.

(a) NR 140 ES and PAL for atrazine includes the sum of atrazine, DEA, DIA and other atrazine metabolites.

Bold values exceed NR 140 ES

Completed by: LMH 7/24/00

Checked by: JS 07/25/00

July 27, 2005



Mr. Michael Gatewood
Folder No. 02178-99
Union Pacific Railroad Company
1800 Farnam Street
Omaha, Nebraska 68102

Re: Notification of Contamination in Railroad Right of Way
Former FS Cooperative Oxford Facility, 134 South Depot Street, Oxford, WI
DNR Site ID# 02-39-536958 DATCP Case# 99406092901

Dear Mr. Gatewood:

The attached information is being submitted to you, on behalf of FS Cooperative, regarding the pending case closure request at the above referenced site.

Nitrate and/or pesticide levels in groundwater monitoring well MW2 (located near the southwest corner of the Dry Fertilizer Building) and the water well are above chapter NR 140 groundwater standards. The site data suggests that groundwater is flowing from the FS site toward your property. The groundwater contaminants do not appear to be posing a public health or environmental risk.

We are submitting the case to the Wisconsin Department of Agriculture, Trade, and Consumer Protection (DATCP) for closure consideration at this time. DATCP will likely determine that no further investigative or remedial effort will be required to address the residual groundwater contamination, and the case will be closed.

If you have any questions regarding this submittal, please do not hesitate to contact me.

Sincerely,

MSA Professional Services, Inc.

A handwritten signature in black ink, appearing to read "S Henkel". The signature is written in a cursive style with a large initial "S" and a stylized "H".

Steven Henkel
Project Manager

SLH

Offices in Illinois, Iowa, Minnesota, and Wisconsin

201 CORPORATE DRIVE • BEAVER DAM, WI 53916-3071
(920) 887-4242 • (800) 552-6330 • FAX: (920) 887-4250
WEB ADDRESS: www.msa-ps.com

213052not01.doc

**Table 1 - Summary of Groundwater Sampling Results and Elevation Measurements
FS Coop, Former Chemical Mixing & Loading Facility, Oxford, Wisconsin**

	Nitrogen (mg/L)		8141 Pesticides (ug/L)																	Water Elevation (ft MSL)
	Ammonia-N	Nitrate-N	Acetochlor	Atrazine	DEA	DIA	Alachlor	Butyltin	Chlorpyrifos	Cyfluthrin	Dimethoate	EPIC	Metolachlor	Metolachlor	Permethrin	Permethrin	Propazine	Simazine	Trifluralin	
	NR 140 PAL	2	0.3				0.2	6.7		0.1	50	1.5	50	18			0.4	0.75	(ft MSL)	
	NR 140 ES	10	3.0				2.0	67		1.0	250	15	250	90			4.0	7.5		
MW-1	01/13/04	0.29	0.055	<0.087	<0.037	<0.054	<0.43	<0.053	<0.031	<0.039	<0.034	<0.055	<0.029	<0.21	<0.032	<0.056	<0.048	<0.051	<0.067	<0.036
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Completed by: LMH 7/24/00

Checked by: JS 07/25/00