



ENVIRONMENTAL & REGULATORY SERVICES DIVISION
BUREAU OF PECFA
P.O. Box 8044
Madison, Wisconsin 53708-8044
TDD #: (608) 264-8777
Fax #: (608) 267-1381
Jim Doyle, Governor
Mary P. Burke, Secretary

April 13, 2006

Bruce Anthony
Indianhead Oil Co Inc
4567 W 80th St
Bloomington, MN 55437-1123

RE: **Final Closure**

Commerce # 54889-8816-51 **WDNR BRRTS # 03-03-229717**
Holiday Station Store #38 (former), 451 US Hwy 8, Turtle Lake

Dear Mr. Anthony:

The Wisconsin Department of Commerce (Commerce) has reviewed the request for case closure prepared by your consultant, Maxim Technologies Inc - Environmental, for the site referenced above. Commerce has determined that this site does not pose a significant threat to the environment and human health. No further investigation or remedial action is necessary.

This site is now listed as "closed" on the Commerce database. This letter serves as your written notice of "no further action". Timely filing of your final PECFA claim (if applicable) is encouraged. If your PECFA claim is not received within 120 days of the date of this letter, interest costs incurred after 60 days of the date of this letter will not be eligible for PECFA reimbursement.

It is in your best interest to keep all documentation related to the environmental activities at your site. If residual contamination is encountered in the future, it must be managed in accordance with all applicable state and federal regulations. If it is determined that any remaining contamination poses a threat, the case may be reopened and further investigation or remediation may be required.

Thank you for your efforts to protect Wisconsin's environment. If you have any questions, please contact me in writing at the letterhead address or by telephone at (608) 261-7718.

Sincerely,

Will M. Myers
Geologist
Site Review Section

cc: Maxim Technologies Inc - Environmental

WARRANTY DEED

Vol. 846 PAGE 190

THIS SPACE RESERVED FOR RECORDING DATA
BARRON COUNTY, WI
REGISTER OF DEEDS
DONNA M. MILLER

619198

08-13-1999 3:10 PM

WARRANTY DEED
RECORDING FEE: 20.00
TRANSFER FEE: 2250.00
FEE EXEMPT #: 6
PAGES: 6

This Deed, made between Indianhead Oil Co., Inc.,
a Wisconsin corporation

Grantor,
and St. Croix Chippewa Indians of Wisconsin, a
federally recognized Indian tribe

Grantee,
Witnesseth, That the said Grantor, for a valuable consideration

conveys to Grantee the following described real estate in Barron
County, State of Wisconsin:
See Exhibit A attached hereto and made a part hereof.

RETURN TO
BCTS-dj-1

Subject to the Deed restriction set forth on Exhibit C
attached hereto and made a part hereof.

Tax Parcel No: 186-8023-19-000 &
186-8023-20-000

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

Together with all and singular the hereditaments and appurtenances thereunto belonging;
And Indianhead Oil Co., Inc.
warrants that the title is good, indefeasible in fee simple and free and clear of encumbrances except
Those matters set forth on Exhibit B attached hereto and made a part hereof.

Dated effective August 5, 1999

Indianhead Oil Co., Inc.

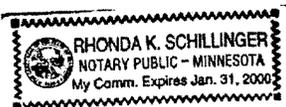
By: Arnold D. Mickelson
Its: Asst Sec.

STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

August 5
The foregoing instrument was acknowledged before me on July, 1999 by Arnold D. Mickelson, the Assistant Secretary of Indianhead Oil Co. Inc., a Wisconsin corporation, on behalf of the corporation.

Rhonda K. Schillinger
Notary Public

DRAFTED BY:
Dorsey & Whitney LLP (MEH/jtw)
Pillsbury Center South, Suite 1900
220 South Sixth Street
Minneapolis, MN 55402-1498



Legal Description of the Property

That part of the SW-SW of 30-34-14 (in the Village of Turtle Lake) described as:
Commencing at a point on the east line of said SW-SW on the north right-of-way line of U.S. Highways 8 and 63; thence north, along said east line, 91.0 feet; thence west, at right angles to said east line, 242.0 feet to the point of beginning; thence west 191.0 feet; thence south, parallel to the east line of said SW-SW, 387.3 feet, to the north right-of-way line of U.S. Highways 8 and 63; thence easterly, along said north right-of-way line, 214 feet; thence north, parallel with the east line of said SW-SW, 290.6 feet to the point of beginning.

EXHIBIT B

Permitted Encumbrances

1. Building, zoning, subdivision and other state and federal laws, ordinances and regulations.
2. Reservation of minerals, mineral rights, water, oil or other natural resources.
3. The lien of property taxes and assessments not yet due and payable.
4. Deed restrictions set forth on Exhibit C attached.
5. Access Agreement dated August 5, 1999 between Grantor and Grantee.
6. The rights of the public and of any governmental unit in any part used, taken or deeded for street, road, highway, alley, sidewalk or railway purposes.
7. Covenants, encumbrances, declarations, easements, restrictions and reservations of record.

EXHIBIT C

Deed Restriction

By acceptance of this Deed, Grantee covenants and agrees that the property which is the subject of this Deed ("Property") is hereby encumbered with the following deed restrictions ("Deed Restrictions") set forth in Sections 1 and 2 below:

1. **Prohibition against future use as a convenience/gas store.**

1.1 No retail sales of gasoline, diesel or other motor fuel shall be made from the Property; and

1.2 No storage (above ground or underground) of gasoline, diesel or other motor fuel shall be located on the Property; and

1.3 No cigarette store ("Cigarette Store") shall be located on the Property;

1.4 No dairy store ("Dairy Store") shall be located on the Property;

1.5 No grocery store or supermarket store ("Grocery Store") shall be located on the Property; and

1.6 No convenience food store or superette ("Convenience Store"), whether or not the Convenience Store sells gasoline, diesel or other motor fuel, shall be located on the Property.

1.7 No car wash shall be located on the Property.

1.8 For purpose of the restrictions set forth in this Section 1, "Cigarette Store" shall be defined as a facility primarily selling cigarettes and/or other tobacco products, at retail. For purposes of this restriction, "Dairy Store" shall be defined as a facility primarily selling milk and other dairy products. For purposes of this restriction, "Grocery Store" shall be defined as a facility selling retail groceries, including without limitation, fresh produce, fresh vegetables, or operating a bakery or delicatessen. For purposes of this restriction, "Convenience Store" shall be defined as a facility selling primarily: (a) groceries, and/or (b) sundries, and which operates in a building of less than fifteen thousand (15,000) square feet. The restrictions set forth in this Section 1 shall remain in effect for the longest period permitted by the laws of the State of Wisconsin.

2. **Environmental Restrictions.**

2.1 Any restrictions required by the State of Wisconsin as of the Closing.

2.2 Except for monitoring wells and borings not used to extract water (such as exploratory borings and environmental bore holes), no well shall be drilled, cored, bored, washed, driven, dug, jetted or otherwise constructed on the Property for the purposes of location, diversion, artificial recharge or acquisition of groundwater. The restriction set forth in this Section 2.2 shall remain in effect in perpetuity.

3. **Remedies.** It is understood that if Grantee should breach the Deed Restrictions, Grantor would suffer irreparable harm for which a recovery of money damages would be an inadequate remedy. It is therefore agreed that Grantor shall be entitled, as a matter of right, in any court of competent jurisdiction, to a mandatory injunction restraining and enjoining Grantee, pending litigation, as well as upon final determination thereof, from attempting to violate or violating the Deed Restrictions. It is further agreed that Grantor's right to such injunctive relief shall be cumulative with and in addition to any other rights, remedies or actions which Grantor may have against Grantee.

4. **Grantor's Successors.** The Deed Restrictions shall not be terminated by (a) the voluntary dissolution of Grantor or any parent, subsidiary or successor of Grantor, (b) merger whereby Grantor (or such parent, subsidiary or successor of Grantor) is not the surviving or resulting corporation, or (c) any transfer of all or substantially all of the assets of Grantor. In the event of any such merger or consolidation or transfer of assets, the provisions of the Deed Restrictions shall inure to the benefit of the surviving or resulting corporation or the corporation to which such assets shall be transferred.

5. **Assignment.** The rights of Grantor under the Deed Restrictions may, without the consent of Grantee, be assigned by Grantor to any parent, subsidiary, affiliate or successor of Grantor.

6. **Running of Benefits and Burdens.** All provisions of the Deed Restrictions, including the benefits and burdens, run with the land and are binding upon and shall inure to the benefit of the assigns and successors of the parties to the Deed Restrictions such that the provisions of the Deed Restrictions shall restrict the Property and benefit Grantor and its successors and assigns notwithstanding any sale or transfer of the Property to a third party.

7. **Governing Law.** All matters relating to the interpretation, construction, validity and enforcement of this Deed shall be governed by the internal laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule (whether of the State of Wisconsin or any other jurisdiction) that would cause the application of laws of any jurisdiction other than the State of Wisconsin.

8. **Cumulative Rights.** Each and all of the various rights, powers and remedies of Grantor related to the Deed Restrictions shall be considered as cumulative with and in addition to any other rights, powers or remedies of Grantor, and no one of them is exclusive of the others or is exclusive of any other rights, powers and remedies allowed by law. The exercise or partial exercise of any right, power or remedy shall neither constitute the election thereof nor the waiver of any other power or remedy.

9. **Amendment.** The Deed Restrictions may be modified or amended only by written instrument executed by Grantor and Grantee.

10. **Severability.** The invalidity of any covenant, restriction, condition, limitation, provision, paragraph or clause of this Deed, or any part of the same, or the application thereof to any person or circumstance, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Deed, or the application of any such covenant, restriction, condition, limitation, provision, paragraph or clause to any other person or circumstance.

11. **Non-waiver.** The failure of a party to insist upon the strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that party may have under this Deed or at law or in equity and shall not be deemed a waiver of any subsequent breach or default in any of the such terms, covenants or conditions.

12. **Consent of Jurisdiction.** Grantor and Grantee consent to the jurisdiction of any of the following courts, in the following order of preference: the courts of the State of Wisconsin, the United States District Court for the Western District of Wisconsin, the United States Court of Appeals for the Seventh Circuit, and the United States Supreme Court, and any other court which may have jurisdiction ("Forum Courts"). The parties agree that proceedings may be maintained in any of the Forum Courts for the purpose of compelling compliance with the provisions of this Deed by injunctive relief or specific performance or enforcing any judgment arising out of this Deed. Grantee expressly waives its immunity from suit in any of the Forum Courts with respect to any matter related to this Deed. Without in any way limiting the generality of the foregoing, Grantee expressly authorizes any governmental authorities who have the right and duty under applicable law to take any action authorized or ordered by any such court to take such action, including, without limitation, entering the Property for the purpose of executing against any property subject to a security interest or otherwise giving effect to any judgment entered.

CERTIFIED SURVEY MAP NO. _____

Located in part of the Southwest Quarter of the Southwest Quarter of Section 30, Township 34 North, Range 14 West, Village of Turtle Lake, Barron County, Wisconsin.

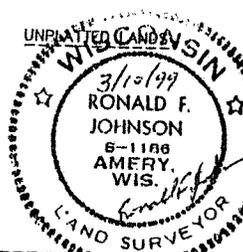
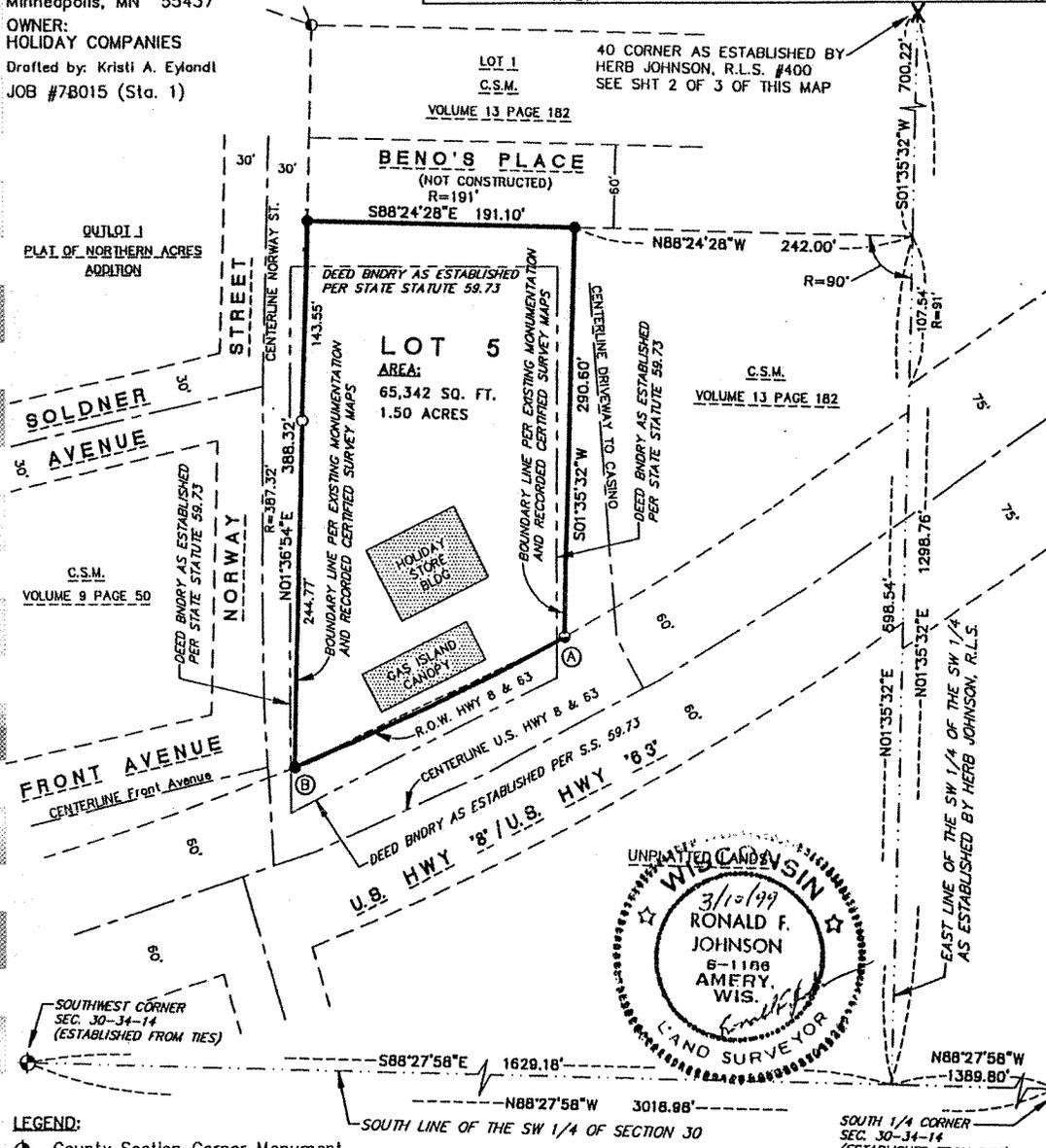
Prepared for and at the request of:

Joel D. Geil - ENGINEERING DEPARTMENT
4567 West 80th Street
Minneapolis, MN 55437

OWNER:
HOLIDAY COMPANIES

Drafted by: Kristi A. Eycland
JOB #7B015 (Sta. 1)

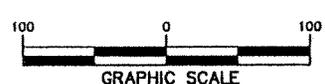
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	CENTRAL ANGLE	TANGENT BEARINGS
A-B	1849.86	214.90	214.78	S64°31'44"W	6°39'22"	S67°51'25"W N61°12'03"E
R=214'						



- LEGEND:**
- ⊕ County Section Corner Monument of Record
 - Set 1" x 36" Rod weighing a minimum of 2.67 pounds per linear foot.
 - ⊙ Found Railroad Spike
 - Found 2" Iron Pipe
 - ⊙ Found 3/4" Rebar
 - R= Recorded As

Prepared by:
A & E
LAND SURVEYING & CIVIL ENGINEERING
Phone No. (715) 246-4319
109 East Third Street, P.O. Box 325
New Richmond, WI 54017

NOTE: THIS IS A SURVEY OF AN EXISTING PARCEL OF RECORD RECORDED IN DEED VOLUME 387 PAGE 602.



BEARINGS ARE REFERENCED TO THE SOUTH LINE OF THE SW 1/4 OF SECTION 30, TOWNSHIP 34 N., RANGE 14 W. WHICH IS ASSUMED TO BEAR N88°27'58"W.

NORTH

CERTIFIED SURVEY MAP NO. _____

Located in part of the Southwest Quarter of the Southwest Quarter of Section 30, Township 34 North, Range 14 West, Village of Turtle Lake, Barron County, Wisconsin.

SURVEYOR'S CERTIFICATE

I, Ronald F. Johnson, a Registered Wisconsin Land Surveyor, hereby certify that by the direction of Holiday Companies (per Joel D. Geil) I have surveyed and mapped a part of the Southwest Quarter of the Southwest Quarter of Section 30, Township 34 North, Range 14 West, Village of Turtle Lake, Barron County, Wisconsin (the following described property is that property described in Warranty Deed recorded in the Register of Deeds Office in said County in Volume 387 page 602 with INDIANHEAD OIL CO., INC., a Wisconsin Corporation as the grantee) described, by metes and bound as required per State Statute 236.34, as follows:

Commencing at the South Quarter Corner of said Section 30; thence, on an assumed bearing along the south line of the Southwest Quarter of said Section 30, North 88 degrees 27 minutes 58 seconds West a distance of 1389.80 feet; thence, along the east line of the Southwest Quarter of the Southwest Quarter of said Section 30 as established by Herb Johnson, a Registered Land Surveyor and as shown on other Certified Survey Maps in the area, North 01 degrees 35 minutes 32 seconds East a distance of 598.54 feet; thence North 88 degrees 24 minutes 28 seconds West a distance of 242.00 feet to the point of beginning of the parcel to be described, this being the northeast corner of that property described in above said Warranty Deed recorded in Volume 387 page 602; thence, along the east line of last said property, South 01 degrees 35 minutes 32 seconds West a distance of 290.60 feet to the northerly right-of-way of U. S. Highways 8 and 63; thence, along said right-of-way and the south line of last said property, along the arc of a curve, concave to the northwest, a distance of 214.90 feet, said curve has a radius of 1849.86 feet and a chord that bears South 64 degrees 31 minutes 44 seconds West a distance of 214.70 feet to the easterly right-of-way of Norway Street (a Village Street); thence, along last said right-of-way and the west line of last said property, North 01 degrees 36 minutes 54 seconds East a distance of 388.32 feet; thence, along the north line of last said property, South 88 degrees 24 minutes 20 seconds East a distance of 191.10 feet to the point of beginning. Containing 65,342 square feet (1.50 acres). The above described property is subject to all easements, restriction and covenants of record.

I also certify that this Certified Survey Map is a correct representation to scale of the exterior boundaries surveyed and described; that I have complied with the provisions of Chapter 236.34 of the Wisconsin Statutes in surveying and mapping the same.

Ronald F. Johnson
Ronald F. Johnson Reg. No. 1186
A & E Telephone (715) 246-4319
Land Surveying & Civil Engineering
P. O. Box 325
New Richmond, WI 54017

March 13, 1984
Date

REPORT OF SURVEY: As stated above this survey is of that property described in a Warranty Deed recorded in the Register of Deeds Office in Barron County, Wisconsin in Volume 387 page 602. All of the exterior Section corners needed for said Section 30-34-14 were located and the said section was divided per State Statute 59.73. It was then found that Herb Johnson, a Land Surveyor, had established the northeast corner of the Southwest Quarter of the Southwest Quarter of said Section 30. The said corner Herb Johnson established does not fit the corner established per said Statute 59.73 by 28.74 feet as shown on this map. All Maps adjoining the property surveyed hereon, as shown on this map, accepted and used the said Herb Johnson corner, there is also breakdown of said section in the Barron County Surveyor's Office which uses the said Herb Johnson corner. Therefore it is my opinion that the parcel as surveyed hereon is correct and to survey the deed, based on complying with said Statute 59.73, would cause numerous boundary problems for all adjoining land owners and other owners in the area. An Attorney or Title person should review this survey and provide the owners with a Title Opinion, or means for obtaining clear Title to the property surveyed.



CERTIFIED SURVEY MAP NO. _____

Located in part of the Southwest Quarter of the Southwest Quarter of Section 30, Township 34 North, Range 14 West, Village of Turtle Lake, Barron County, Wisconsin.

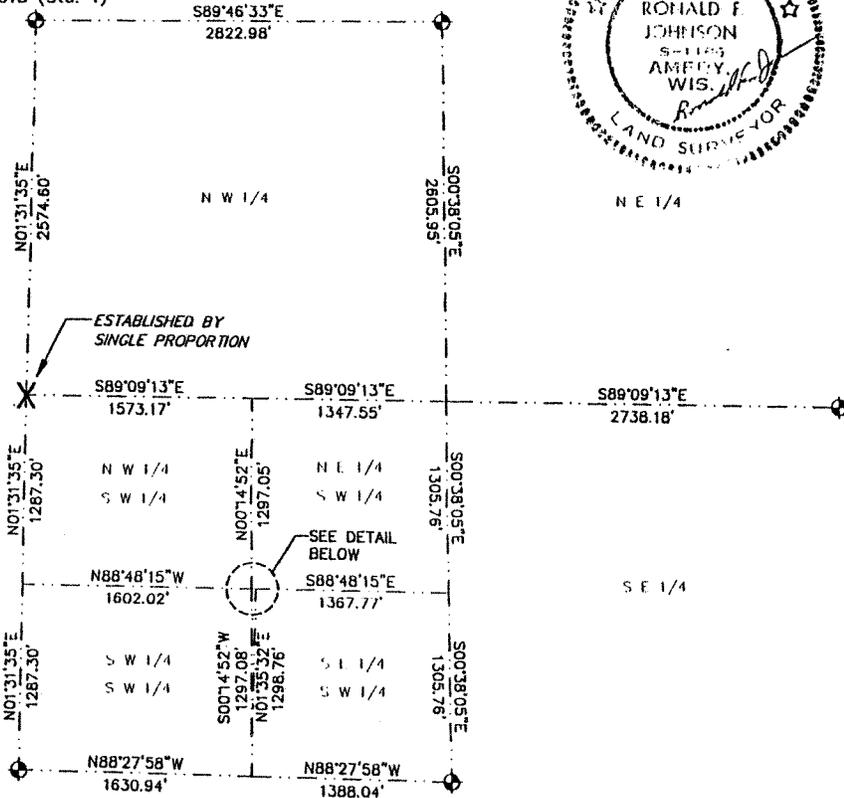
Prepared for and at the request of:

Joel D. Gail - ENGINEERING DEPARTMENT
4567 West 80th Street
Minneapolis, MN 55437

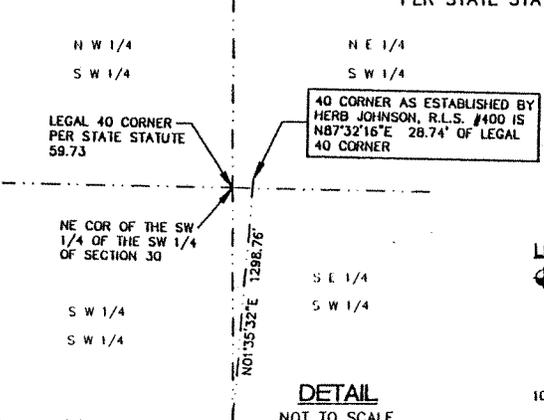
OWNER:
HOLIDAY COMPANIES

Drafted by: Kristi A. Eylondt

JOB #78015 (Sta. 1)

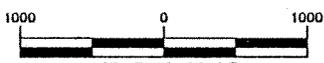


SECTION 30-34-14 BREAKDOWN PER STATE STATUTE 59.73



LEGEND:

- ◆ County Section Corner Monument of Record



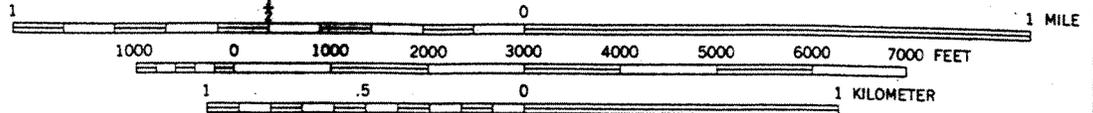
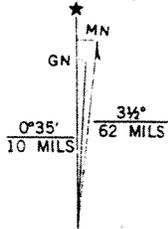
NORTH

Prepared by:
A & E
LAND SURVEYING & CIVIL ENGINEERING
Phone No. (715) 246-4319
109 East Third Street, P.O. Box 325
New Richmond, WI 54017

SCALE IN FEET: 1 inch = 1000 feet
BEARINGS ARE REFERENCED TO THE SOUTH LINE OF THE SW 1/4 OF SECTION 30, TOWNSHIP 34 N., RANGE 14 W. WHICH IS ASSUMED TO BEAR N88°27'58\"/>

MAXIM

SCALE 1:24 000



CONTOUR INTERVAL 10 FEET
NATIONAL GEODETIC VERTICAL DATUM OF 1929

UTM GRID AND 1978 MAGNETIC NORTH DECLINATION AT CENTER OF SHEET

THIS MAP COMPLIES WITH NATIONAL MAP ACCURACY STANDARDS FOR SALE BY U. S. GEOLOGICAL SURVEY, RESTON, VIRGINIA 22092 AND WISCONSIN GEOLOGICAL AND NATURAL HISTORY SURVEY MADISON WISCONSIN 53706

TURTLE LAKE, WIS.

NW/4 TURTLE LAKE 15' QUADRANGLE
N4522.5-W9207.5/7.5

1978

AMS 2574 I NW-SERIES V861

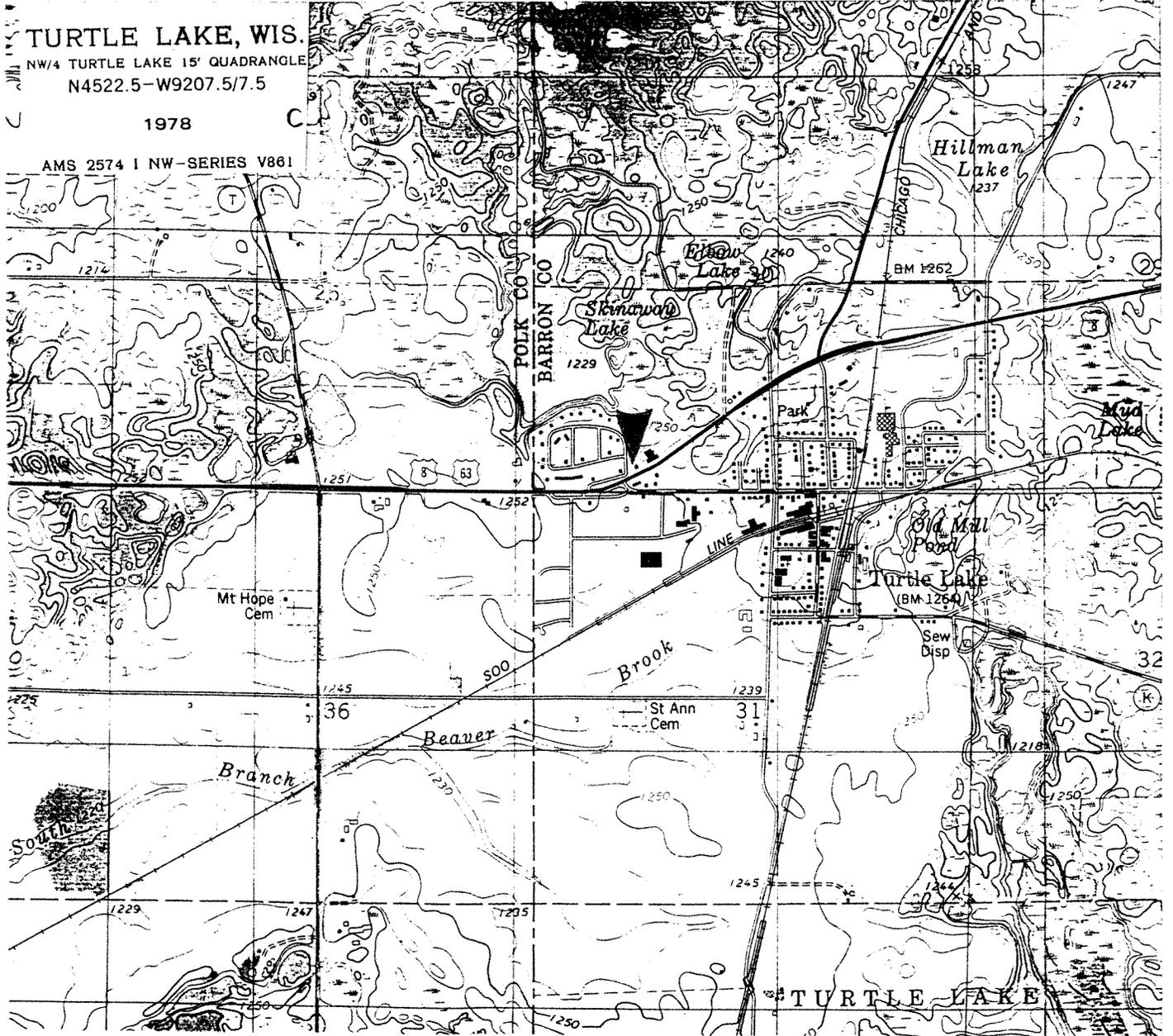


Figure #1
Site Location Map
Holiday Station Store
Turtle lake, Wisconsin

Job No.
9914946

Scale:
1:24 000

Drawn By: USGS
Checked By: EPO

MAXIM

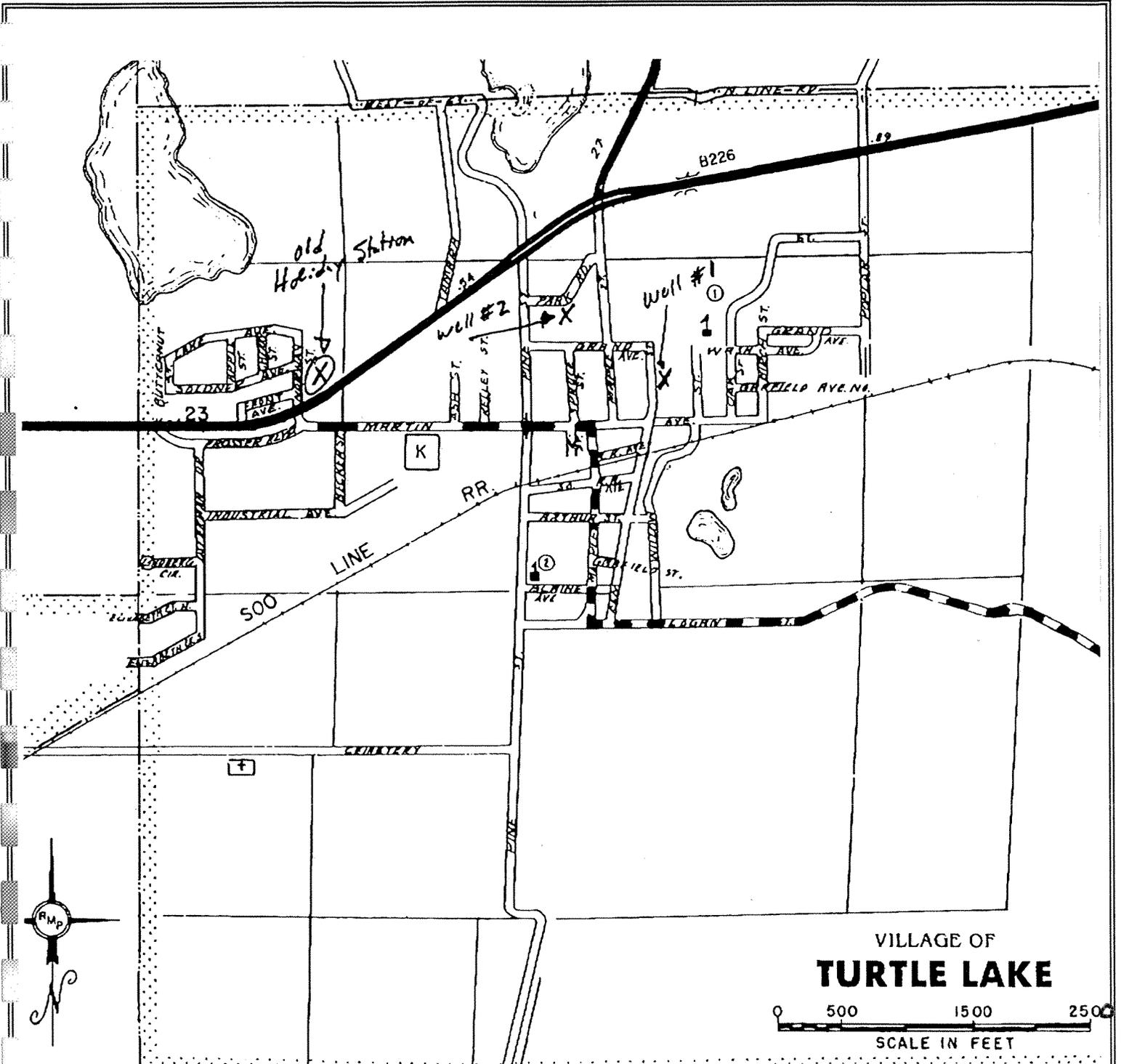


Figure #3
Municiple Well Locations
Village of Turtle Lake,
Wisconsin

Job No. 9914946

Scale: NTS

Drawn By: ---
Checked By: EPO

TABLE 1

ANALYTICAL RESULTS - SOIL

FORMER HOLIDAY STORE #38, TURTLE LAKE, WISCONSIN

	<i>NR720 Generic RCLs</i>	<i>COMM 46 Table 1 Values</i>	<i>COMM 46 Table 2 Values</i>	Sample Locations	
				GP-3	GP-8
Depth (feet)				7'	6'
VOCs (ppb)					
Benzene	25	8,500	1,100	2,893	ND
Ethylbenzene	2,900	4,600		10,708	9,655
Toluene	1,500	38,000		39,072	26,646
1,2,4-TMB		83,000		23,781	25,931
1,3,5-TMB		11,000		6,244	6,859
Total Xylenes	4100	42,000		64,244	61,347

ND = not detected

TMB = trimethylbenzene

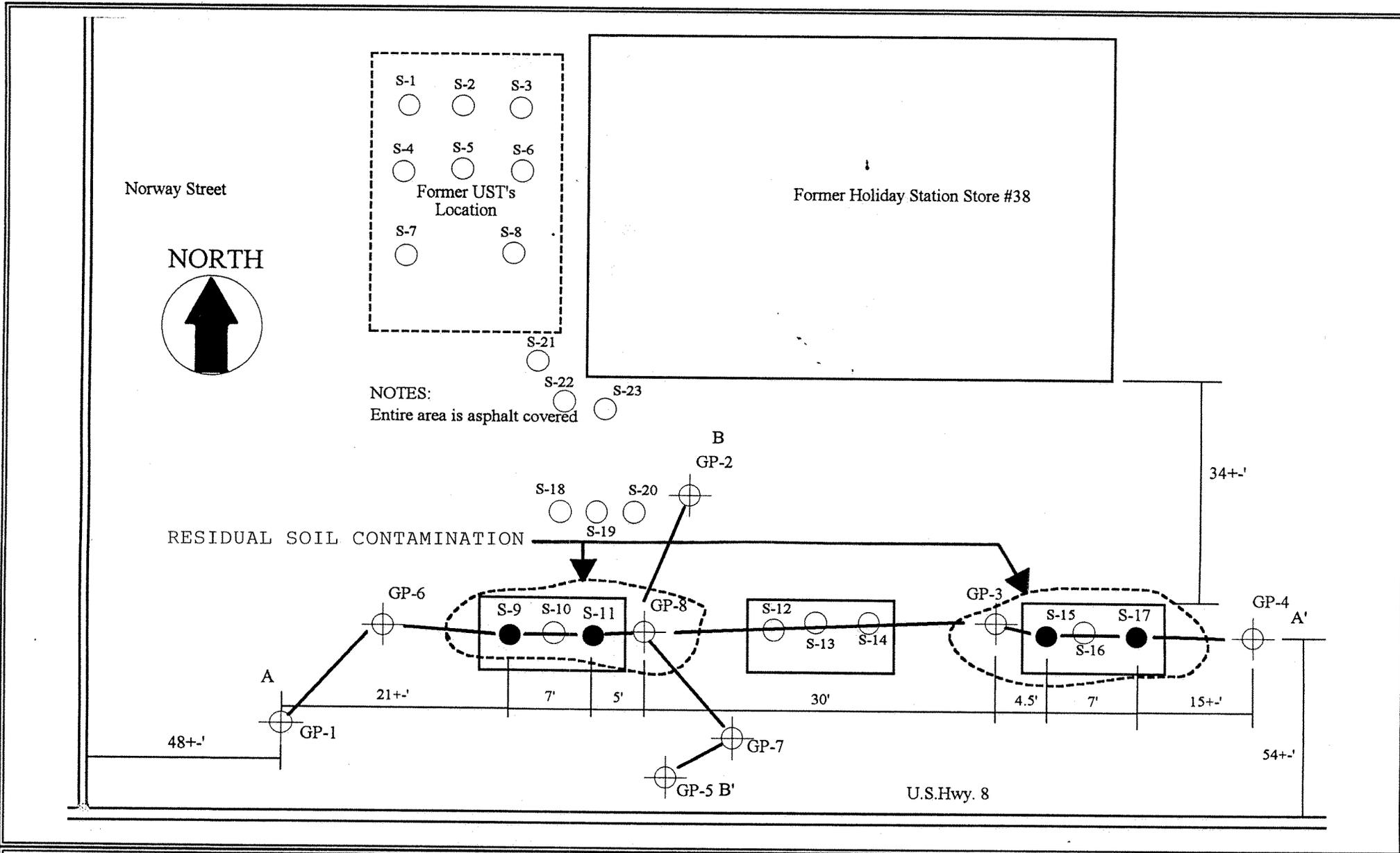


FIGURE #2
 NR 720 (RCL's)
 COMM 46 Table 2 Benzene
 Horizontal Extent
 Holiday Store #38
 Turtle Lake, WI

Job No. 1330345

Scale: ---

Drawn By: EPO
 Checked By: TR

MAXIM

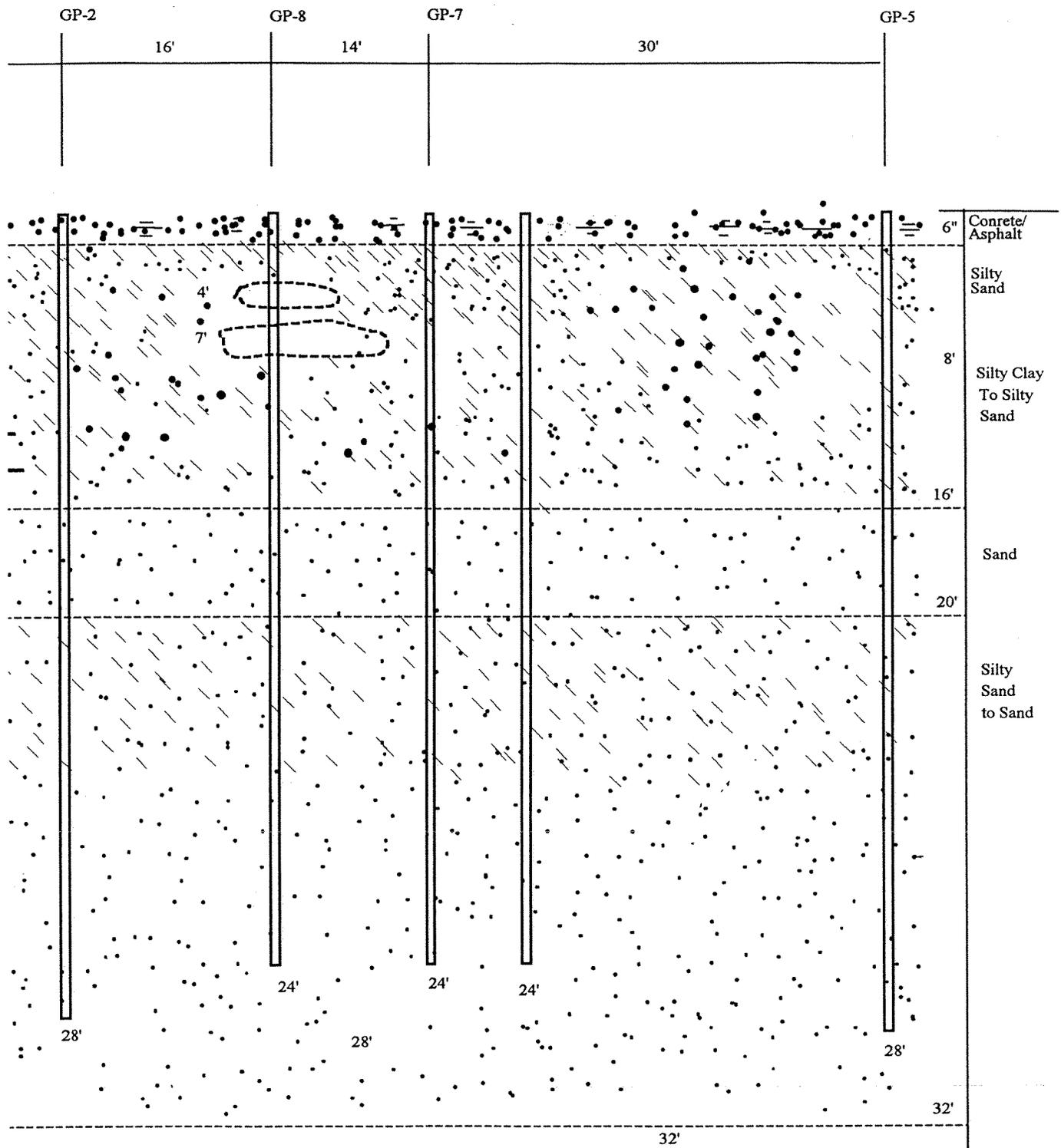


Figure #1A
 B-B' Vertical Extent
 NR 720 (RCL's)
 COMM 46 Table 2 Benzene
 Turtle Lake, WI

Job No. 1330345

Scale: ---

Drawn By: EPO
 Checked By: TR

MAXIM

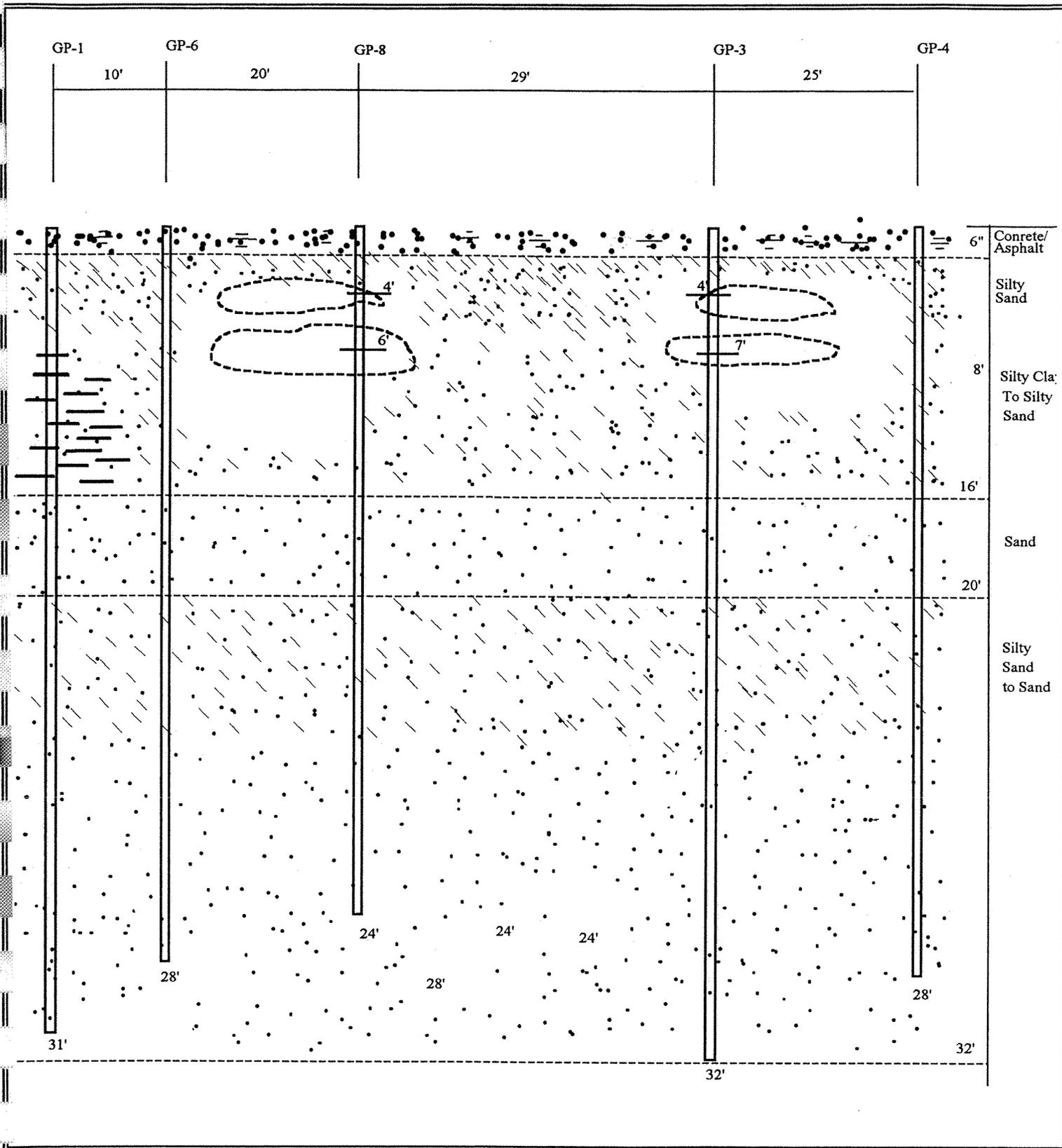


Figure #1
 A-A' Vertical Extent
 NR 720 (RCL's)
 COMM 46 Table 2 Benzene
 Turtle Lake, WI

Job No. 1330345

Scale: ---

Drawn By: EPO
 Checked By: TR

December 12, 2005

Wisconsin Department of Commerce
Environmental & Regulatory Services Division
Attn: Mr. Will M. Meyers
Bureau of PECFA
P.O. Box 8044
Madison, WI 53708-8044

Subject: **Responsible Party Signature Letter – Legal Description Accuracy**
 Indianhead Oil Co., Inc. (Former Holiday Station Store #38)
 451 U.S. Hwy. 8
 Turtle Lake, Wisconsin
 BRRTS #03-03-229717
 WDCOM #54889-8816-51

Dear Mr. Meyers,

I hereby state that the Legal Descriptions described and attached in this packet are correct.

Sincerely,

A handwritten signature in black ink that reads "Bruce K. Anthony". The signature is written in a cursive style with a long horizontal line extending from the end of the name.

Mr. Bruce K. Anthony
Responsible Party Representative
Indianhead Oil Co., Inc.
Former Holiday Store #38