

**GIS REGISTRY INFORMATION**

SITE NAME: Former Phillips Spur  
BRRTS #: 03-51-000046 FID # (if appropriate):  
COMMERCE # (if appropriate): 54555-9702-92  
CLOSURE DATE: 10/3/06  
STREET ADDRESS: N 8442-5TH 13  
CITY: Phillips  
SOURCE PROPERTY GPS COORDINATES (meters in WTM91 projection): X= 489574 Y= 578406

CONTAMINATED MEDIA: Groundwater  Soil  Both   
OFF-SOURCE GW CONTAMINATION >ES:  Yes  No

IF YES, STREET ADDRESS 1: Vacant  
GPS COORDINATES (meters in WTM91 projection): X= 489534 Y= 578419

IF YES, STREET ADDRESS 2: N 8454 5TH 13  
GPS COORDINATES (meters in WTM91 projection): X= 489574 Y= 578433

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

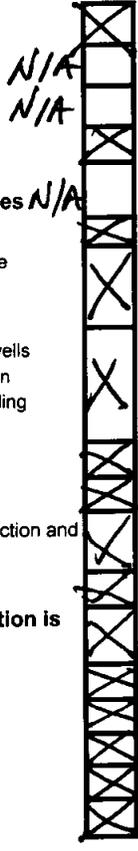
IF YES, STREET ADDRESS 1: Vacant  
GPS COORDINATES (meters in WTM91 projection): X= 489534 Y= 578419

IF YES, STREET ADDRESS 2: N 8454 5TH 13  
GPS COORDINATES (meters in WTM91 projection): X= 489574 Y= 578433

CONTAMINATION IN RIGHT OF WAY:  Yes  No

**DOCUMENTS NEEDED:**

- Closure Letter, and any conditional closure letter or denial letter issued
- Copy of any maintenance plan referenced in the final closure letter.
- Copy of (soil or land use) deed notice *if any required as a condition of closure*
- Copy of most recent deed, including legal description, for all affected properties
- Certified survey map or relevant portion of the recorded plat map (if referenced in the legal description) for all affected properties *N/A*
- County Parcel ID number, if used for county, for all affected properties *on chart*
- 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.
- 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.
- Tables of Latest Groundwater Analytical Results (no shading or cross-hatching)
- Tables of Latest Soil Analytical Results (no shading or cross-hatching)
- 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.
- GW: Table of water level elevations, with sampling dates, and free product noted if present
- GW: Latest groundwater flow direction/monitoring well location map (should be 2 maps if maximum variation in flow direction is greater than 20 degrees)
- SOIL: Latest horizontal extent of contamination exceeding generic or SSRCLs, with one contour
- Geologic cross-sections, if required for SI. (8.5x14" if paper copy)
- RP certified statement that legal descriptions are complete and accurate
- Copies of off-source notification letters (if applicable)
- Letter informing ROW owner of residual contamination (if applicable)(public, highway or railroad ROW)



Owner Name	Affected Address	Parcel Number	GPS Coordinates
Source/ Warga	N8442 STH 13	034-1066-10	489574, 578406
Haines LLC	Vacant	272-1097-04-013	489534, 578419
Warga Pontiac	N8454 STH 13	034-1066-09	489574, 578433



## State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

Jim Doyle, Governor  
Scott Hassett, Secretary  
John Gozdzialski, Regional Director

Northern Region Headquarters  
107 Suttiff Ave.  
Rhineland, Wisconsin 54501-3349  
Telephone 715-365-8900  
FAX 715-365-8932  
TTY Access via relay - 711

October 3, 2006

MS BETTY HENNINGFELD  
W8079 S USH 2, #49  
IRON MOUNTAIN MI 49801

**SUBJECT:** Final Case Closure with Land Use Limitations or Conditions  
Former Phillips Spur, N8442 State Highway 13, Phillips, Wisconsin  
WDNR BRRTS Activity #03-51-000046

Dear Ms. Henningfeld:

On January 15, 2004, the Northern Region Closure Committee reviewed the above referenced case for closure. This committee reviews environmental remediation cases for compliance with state laws and standards to maintain consistency in the closure of these cases. At that time, the committee determined that the case could be conditionally closed, the condition being recording of an affidavit on the site property deed to acknowledge inaccessible soil contamination. That deed affidavit was never recorded. However, based on the correspondence and data provided, it appears that your case has been remediated to Department standards in accordance with s. NR 726.05, Wisconsin Administrative Code. The Department now considers this case closed and no further investigation or remediation is required at this time.

Please be aware that pursuant to s. 292.12 Wisconsin Statutes, compliance with the requirements of this letter is a responsibility to which the current property owner and any subsequent property owners must adhere. If these requirements are not followed or if additional information regarding site conditions indicates that contamination on or from the site poses a threat to public health, safety, welfare, or the environment, the Department may take enforcement action under s. 292.11 Wisconsin Statutes to ensure compliance with the specified requirements, limitations or other conditions related to the property or this case may be reopened pursuant to s. NR 726.09, Wis. Adm. Code. It is the Department's intent to conduct inspections in the future to ensure that the conditions included in this letter including compliance with referenced maintenance plans are met.

Structural impediments existing at the time of cleanup, namely the foundation of the existing site building, made complete investigation and remediation of the soil contamination on this property impracticable. Pursuant to s. 292.12(2)(b), Wis. Stats., if the structural impediments on this property that are described above are removed, the property owner shall conduct an investigation of the degree and extent of petroleum contamination. If contamination is found at that time, the Wisconsin Department of Natural Resources shall be immediately notified and the contamination shall be properly remediated in accordance with applicable statutes and rules. If soil in the specific locations described above is excavated, the property owner at the time of excavation must sample and analyze the excavated soil to determine if residual contamination remains. If sampling confirms that contamination is present the property owner at the time of excavation will need to determine whether the material would be considered solid or hazardous waste and ensure that any storage, treatment or disposal is in compliance with applicable statutes and rules. In addition, all current and future owners and occupants of the property

need to be aware that excavation of the contaminated soil may pose an inhalation or other direct contact hazard and as a result special precautions may need to be taken during excavation activities to prevent a health threat to humans.

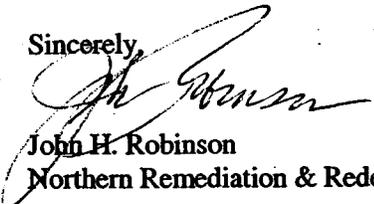
Also, residual soil contamination remains at depth beneath the parking area to the west of the existing site building as indicated in the information submitted to the Department of Natural Resources, and as shown on the attached site maps (Figures 8 and 9). If soil in the specific locations described above is excavated in the future, the property owner at the time of excavation must sample and analyze the excavated soil to determine if residual contamination remains. If sampling confirms that contamination is present the property owner at the time of excavation will need to determine whether the material would be considered solid or hazardous waste and ensure that any storage, treatment or disposal is in compliance with applicable standards and rules. In addition, all current and future owners and occupants of the property need to be aware that excavation of the contaminated soil may pose an inhalation or other direct contact hazard and as a result special precautions may need to be taken to prevent a direct contact health threat to humans.

Your site will be listed on the DNR Remediation and Redevelopment GIS Registry of Closed Remediation Sites. Information that was submitted with your closure request application will be included on the GIS Registry. To review the sites on the GIS Registry web page, visit <http://dnr.wi.gov/org/aw/rr/gis/index.htm>. If your property is listed on the GIS Registry because of remaining contamination and you intend to construct or reconstruct a well, you will need prior Department approval in accordance with s. NR 812.09(4)(w), Wis. Adm. Code. To obtain approval, Form 3300-254 needs to be completed and submitted to the DNR Drinking and Groundwater program's regional water supply specialist. This form can be obtained on-line <http://www.dnr.state.wi.us/org/water/dwg/3300254.pdf> or at the web address listed above for the GIS Registry.

Section 101.143, Wis. Stats., requires that PECFA claimants seeking reimbursement of interest costs, for sites with petroleum contamination, submit a final reimbursement claim within 120 days after they receive a closure letter on their site. For claims not received by the PECFA Program within 120 days of the date of this letter, interest costs after 60 days of the date of this letter will not be eligible for PECFA reimbursement. If there is equipment purchased with PECFA funds remaining at the site, contact the Commerce PECFA Program to determine the method for salvaging the equipment.

The Department appreciates your efforts to restore the environment at this site. If you have any questions regarding this closure decision or anything outlined in this letter, please contact Chris Saari at 715-685-2920 or by e-mail at [Christopher.Saari@Wisconsin.gov](mailto:Christopher.Saari@Wisconsin.gov).

Sincerely,



John H. Robinson

Northern Remediation & Redevelopment Team Supervisor

Attachment (site maps)

Ms. Betty Henningfeld – October 3, 2006  
Page 3

cc: Ralph & Holly Warga  
N8003 State Rd 13  
Phillips, WI 54555

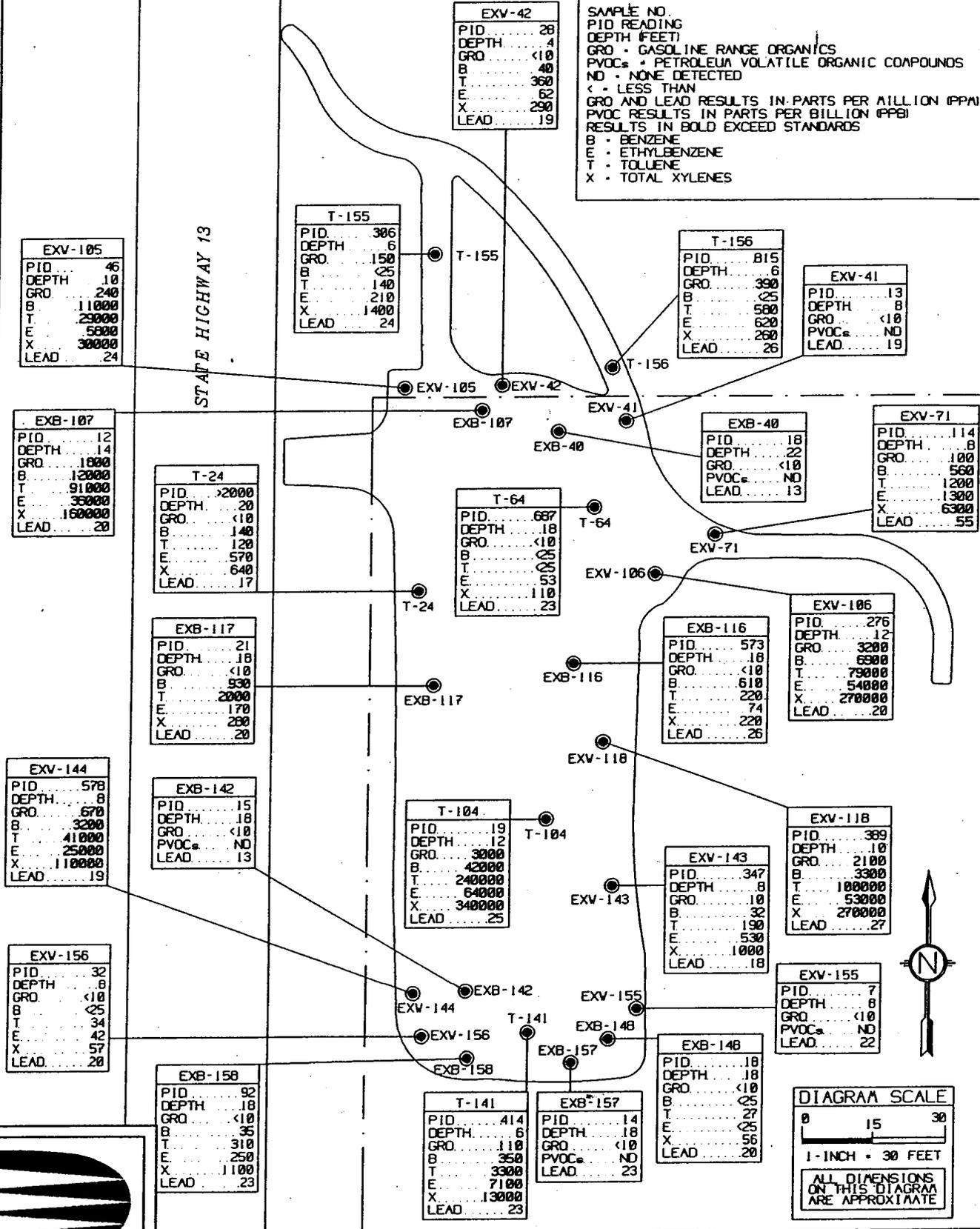
Angela Baran  
Drake Environmental, Inc.  
530 South 11<sup>th</sup> St  
Milwaukee, WI 53204

**KEY**

SAMPLE NO.  
 PID READING  
 DEPTH (FEET)  
 GRO - GASOLINE RANGE ORGANICS  
 PVOCs - PETROLEUM VOLATILE ORGANIC COMPOUNDS  
 ND - NONE DETECTED  
 < - LESS THAN  
 GRO AND LEAD RESULTS IN PARTS PER MILLION (PPM)  
 PVOC RESULTS IN PARTS PER BILLION (PPB)  
 RESULTS IN BOLD EXCEED STANDARDS

B - BENZENE  
 E - ETHYLBENZENE  
 T - TOLUENE  
 X - TOTAL XYLENES

STATE HIGHWAY 13



EXV-105	
PID	46
DEPTH	10
GRO	240
B	11000
T	29000
E	5800
X	30000
LEAD	24

T-155	
PID	306
DEPTH	6
GRO	150
B	25
T	140
E	210
X	1400
LEAD	24

T-156	
PID	815
DEPTH	6
GRO	390
B	25
T	580
E	620
X	280
LEAD	26

EXV-41	
PID	13
DEPTH	8
GRO	<10
PVOCs	ND
LEAD	19

EXB-107	
PID	12
DEPTH	14
GRO	1800
B	12000
T	91000
E	36000
X	160000
LEAD	20

T-24	
PID	>2000
DEPTH	20
GRO	<10
B	140
T	120
E	570
X	640
LEAD	17

T-64	
PID	687
DEPTH	18
GRO	<10
B	25
T	25
E	53
X	110
LEAD	23

EXB-40	
PID	18
DEPTH	22
GRO	<10
PVOCs	ND
LEAD	13

EXV-71	
PID	114
DEPTH	8
GRO	100
B	560
T	1200
E	1300
X	6300
LEAD	55

EXB-117	
PID	21
DEPTH	18
GRO	<10
B	930
T	2000
E	170
X	280
LEAD	20

T-104	
PID	19
DEPTH	12
GRO	3000
B	42000
T	240000
E	64000
X	340000
LEAD	25

EXB-116	
PID	573
DEPTH	18
GRO	<10
B	610
T	220
E	74
X	220
LEAD	26

EXV-106	
PID	276
DEPTH	12
GRO	3200
B	6900
T	79000
E	54000
X	270000
LEAD	20

EXV-144	
PID	578
DEPTH	8
GRO	670
B	3200
T	41000
E	25000
X	110000
LEAD	19

EXB-142	
PID	15
DEPTH	18
GRO	<10
PVOCs	ND
LEAD	13

EXV-143	
PID	347
DEPTH	8
GRO	10
B	32
T	190
E	530
X	1000
LEAD	18

EXV-118	
PID	389
DEPTH	10
GRO	2100
B	3300
T	100000
E	53000
X	270000
LEAD	27

EXV-156	
PID	32
DEPTH	8
GRO	<10
B	25
T	34
E	42
X	57
LEAD	20

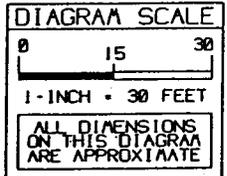
EXB-158	
PID	92
DEPTH	18
GRO	<10
B	35
T	310
E	250
X	1100
LEAD	23

T-141	
PID	414
DEPTH	6
GRO	110
B	350
T	3300
E	7100
X	13000
LEAD	23

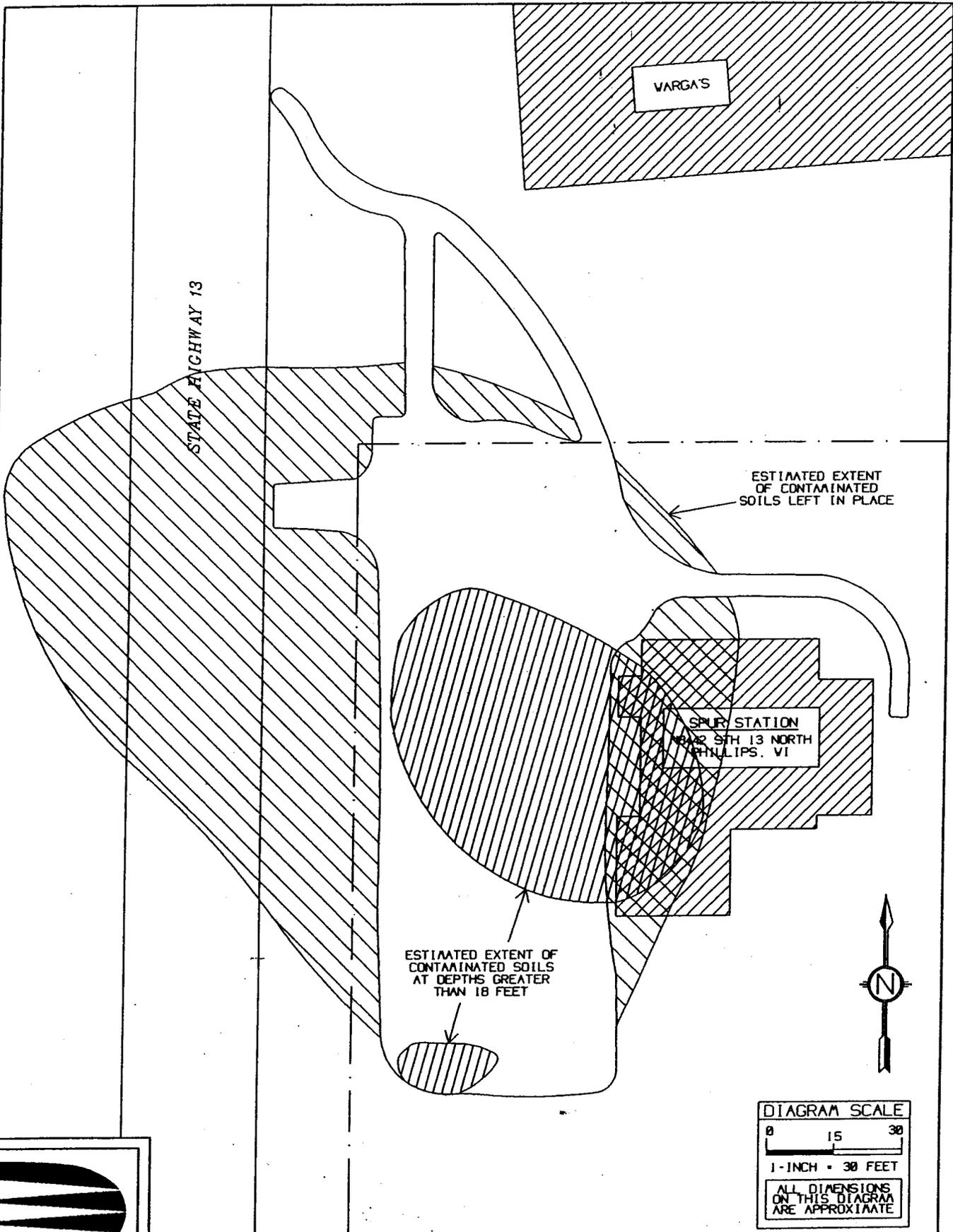
EXB-157	
PID	14
DEPTH	18
GRO	<10
PVOCs	ND
LEAD	23

EXB-146	
PID	18
DEPTH	18
GRO	<10
B	25
T	27
E	25
X	56
LEAD	20

EXV-155	
PID	7
DEPTH	8
GRO	<10
PVOCs	ND
LEAD	22



HENNINGFELD PROPERTY REMEDATION	PROJECT NO. B93091 PA DVF	SOIL ANALYTICAL RESULTS - POST REMEDIATION DIAGRAM	FIGURE
	DRAWN BY RV REV: 10/20/99		8
	CHKD BY <i>RV</i> DATE 12-6-97		
	APPRD BY <i>DVF</i> DATE 12-6-97		

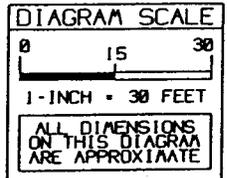


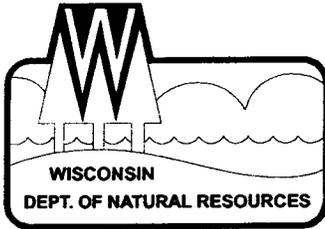
HENNINGFELD PROPERTY  
REMEDATION

PROJECT NO. B93091 | PA DMF  
 DRAWN BY RV REV: 10/20/99  
 CHKD BY DMF DATE 12-6-99  
 APRVD BY DMF DATE 12-8-99

CONTAMINATED SOILS  
LEFT IN PLACE  
DIAGRAM

FIGURE  
9





## State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

Jim Doyle, Governor  
Scott Hassett, Secretary  
Bruce Moss, Acting Regional Director

Northern Region Headquarters  
107 Sutliff Ave.  
Rhinelander, Wisconsin 54501  
Telephone 715-365-8900  
FAX 715-365-8932  
TDD 715-365-8957

January 26, 2004

Ms. Betty Henningfeld  
W8079 S USH 2, #49  
Iron Mountain, MI 49801

Subject: Conditional Case Closure  
Former Phillips Spur Station, N8442 Hwy 13, Phillips, Wisconsin  
WDNR BRRTS # 03-51-000046  
PECFA #54555-9702-92

Dear Ms. Henningfeld:

This letter is written to correct the Conditional Case Closure letter dated January 21, 2004.

On January 15, 2004, your request for closure of the case described above was reviewed by the Northern Region Closure Committee. The Closure 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, the Closure Committee has determined that the gasoline contamination on the site appears to have been investigated and remediated to the extent practicable under site conditions. Your case has been remediated to Department standards in accordance with s. NR 726.05, Wis. Adm. Code and will be closed if the following conditions are satisfied:

1. The monitoring wells and other remediation system wells at the site must be properly abandoned in compliance with ch. NR 141, Wis. Adm. Code. Documentation of well abandonment must be submitted to me on Form 3300-5B found at [www.dnr.state.wi.us/org/water/dgw/gw/](http://www.dnr.state.wi.us/org/water/dgw/gw/) or provided by the Department of Natural Resources.
2. To close this site, the Department requires that a deed restriction be signed and recorded to address the issue of the remaining soil contamination associated with the site. The purpose of the restriction is to require that the owner of the property investigate the degree and extent of residual contamination that is currently inaccessible, if structural impediments that currently exist on the property are removed.

You will need to submit a draft deed restriction to me before the document is signed and recorded. You may find a model deed restriction enclosed for your use or visit our web site at [www.dnr.state.wi.us/org/rr](http://www.dnr.state.wi.us/org/rr). To assist us in our review of the deed restriction, you should submit a copy of the property deed to me along with the draft document. After the Department of Natural Resources has reviewed the draft document for completeness, you should sign it if you own the property, or have the appropriate property owner sign it, and have it recorded by the Price County Register of Deeds. Then you must submit a copy of the recorded document, with the recording information stamped on it, to me. Please be aware that if a deed restriction is recorded for the wrong property because of an inaccurate legal description that you have

provided, you will be responsible for recording corrected documents at the Register of Deeds Office to correct the problem.

3. Due to the presence of residual soil at the site in excess of NR 720 Residual Contaminant Levels (RCLs), the Department requires that the site be listed on the GIS Registry of Contaminated Sites. You will need to submit materials as shown on the enclosed lists, along with your check for \$200 to me at the above address. When all the material and the fee are received and reviewed, the Department will send you notice of final closure.

When the above conditions have been satisfied, please submit a letter to let me know that applicable conditions have been met, and your case will be closed. Your site will be listed on the DNR Remediation and Redevelopment GIS Registry of Closed Remediation Sites. Information that was submitted with your closure request application will be included on the registry. To review the sites on the GIS Registry web page, visit <http://gomapout.dnr.state.wi.us/org/at/et/geo/gwur/index.htm>.

If this is a PECFA site, section 101.143, Wis. Stats., requires that PECFA claimants seeking reimbursement of interest costs, for sites with petroleum contamination, submit a final reimbursement claim within 120 days after they receive a closure letter on their site. For claims not received by the PECFA Program within 120 days of the date of this letter, interest costs after 60 days of the date of this letter will not be eligible for PECFA reimbursement.

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 715-365-8990.

Sincerely,  
NORTHERN REGION



Janet Kazda  
Remediation and Redevelopment Program

c: File  
Chris Saari, Ashland

Jason Bartley  
Drake Environmental, Inc  
6980 North Teutonia Ave  
Milwaukee, WI 53209-2536

This Indenture Made by John P. Warga, George Warga, and Andrew Warga, individually and doing business as a co-partnership known as Warga Bros.,

grantors, of Price County, Wisconsin, hereby

quit-claims to Warga Bros. Garage, Inc., a Wisconsin corporation,

grantee, of Price County, Wisconsin, for the

sum of

One and other valuable consideration - - - - - Dollars,

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

A parcel of land in the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4), Section Twenty (20), Township Thirty-seven (37), North, of Range One (1) East, described as follows: Commencing at the northwest corner of said NW NW, 20-37-1 East, thence south on section line 525 feet; thence east 33 feet as first point of determination; thence east 378.8 feet; thence south 115 feet; thence west 378.8 feet to the east boundary of State Highway 13; thence north along the east boundary line of said Highway 13, 115 feet to the point of determination, containing one acre, more or less.

A parcel of land located in the North One-half (N 1/2) of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4), Section Twenty (20), Township Thirty-seven (37), Range One (1) East and described as follows:

Commencing at the Southwest corner thereof: Thence East on the South line 50 feet to East boundary line of State Trunk Highway 13; Thence North on said East boundary line 115 feet to a point, this being place of beginning; Thence East parallel with before mentioned South line 378.8 feet to a point; Thence North parallel with before mentioned East boundary line of Highway 13, 30 feet to a point; Thence West parallel with before mentioned South line 378.8 feet to a point; Thence South on before mentioned East boundary line of Highway 13, 30 feet to place of beginning.

Containing .26 acre.

(CONTINUED ON ATTACHED SHEET)

In Witness Whereof, the said grantors have hereunto set their hands and seals this 24th day of September, A.D., 1974

NO WITNESSES REQUIRED

REGISTER OF DEEDS OFFICE PRICE COUNTY, WIS.

Received for Record

SEP 25 1974

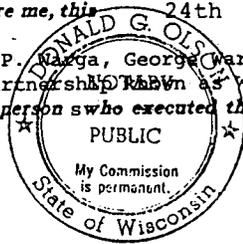
Charles Pomba REGISTER OF DEEDS

John P. Warga (SEAL)
George Warga (SEAL)
Andrew F. Warga (SEAL)

State of Wisconsin, Price County, ss.

Personally came before me, this 24th day of September, A.D., 1974,

the above named John P. Warga, George Warga, and Andrew Warga, individually and doing business as a co-partnership known as Warga Bros., to me known to be the person who executed the foregoing instrument and acknowledged the same.



Donald G. Olson.

Notary Public, Price County, Wis.

My commission expires is permanent.

Drafted by Donald G. Olson Law Office, S.C.

Olson

Subject to easements, exceptions, reservations and restrictions of record,  
if any.

Subject to Price County Sanitary Code and Subdivision Control Ordinances.

The consideration is less than \$100.00 and no Wisconsin Real Estate Transfer  
Return need be filed.

This Indenture Made by Andrew Matonak and Marie Matonak, his wife, and individually,

grantor s, of Price County, Wisconsin, hereby quit-claims to Warga Brothers Garage, Inc.

grantees, of Price County, Wisconsin, for the sum of One and other valuable consideration ----- Dollars,

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

All that part of the North One-half (N½) of the Northwest Quarter (NW¼) of the Northwest Quarter (NW¼), lying southwest of Lots Two (2) and Three (3) of Certified Survey Map No. 324, as recorded in Volume 2 of Certified Survey Maps on Pages 30 and 31. (Being in Section 20, Township 37 North, Range 1 East.)

The purpose of this deed is to clear the record title.

The consideration is less than \$100.00 and no Wisconsin Real Estate Transfer Return need be filed.

FEE \$77.25 (3) EXEMPT

REGISTER OF DEEDS OFFICE PRICE COUNTY, WIS. Received for Record DEC 4 1974 AT 9 O'CLOCK A.M. DULY RECORDED IN VOL. 149 OF RECORDS, ON PAGE 50 Charles Pomba REGISTER OF DEEDS

In Witness Whereof, the said grantor s have hereunto set their hands and seal s this 3rd day of December, A. D., 1974.

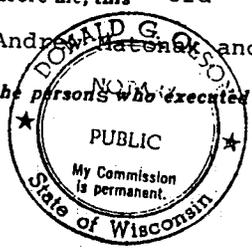
NO WITNESSES REQUIRED.

Andrew Matonak (SEAL) Marie Matonak (SEAL) Marie Matonak (SEAL) (SEAL)

State of Wisconsin, Price County, as.

Personally came before me, this 3rd day of December, A. D., 1974,

the above named Andrew Matonak and Marie Matonak, his wife, to me known to be the persons who executed the foregoing instrument and acknowledged the same.



Donald G. Olson Notary Public, Price County, Wis.

My commission expires A-D-19 is permanent.

Drafted by Donald G. Olson Law Office, S.C.

By: Donald G. Olson

Olson

(N.B.—Ch. 69 Wis. Stat. provides that all instruments to be recorded shall have plainly printed or typewritten thereon the names of the grantors, grantees, witnesses and notary.)

289779  
DOCUMENT NO.

STATE BAR OF WISCONSIN FORM 11 - 1982  
LAND CONTRACT  
Individual and Corporate  
(TO BE USED FOR ALL TRANSACTIONS WHERE OVER  
\$25,000 IS FINANCED AND IN OTHER NON-CONSUMER  
ACT TRANSACTIONS)

12<sup>00</sup> pd.

Contract, by and between BETTY J. HENNINGFELD, a widow  
who is not remarried, \_\_\_\_\_  
\_\_\_\_\_ ("Vendor",  
whether one or more) and RALPH WARGA and HOLLY WARGA, husband  
and wife as survivorship marital property,  
\_\_\_\_\_ ("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 \_\_\_\_\_  
Price \_\_\_\_\_ County, State of Wisconsin:

REGISTER OF DEEDS OFFICE  
PRICE COUNTY, WIS.  
Received for Record

MAY 1 1998

8  
AT 8 O'CLOCK A.M. DAILY RECORDING IN  
VOL. 105 OF RECORDS ON PAGE 161  
J. H. H. H.  
REGISTER OF DEEDS

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS

Onchuck Law Office, S.C.  
135 N. Lake  
Phillips, WI 54555

A strip of land in the Northwest corner of the  
South One-half (S 1/2) of the Northwest Quarter (NW  
1/4) of the Northwest Quarter (NW 1/4), Section  
Twenty (20), Township Thirty-seven (37) North,  
Range One (1) East, commencing at the Northwest  
corner of said described land and running thence  
South along the West line of said Section 18 1/2  
rods, thence East 13 rods, thence North 18 1/2  
rods, thence West 13 rods to place of beginning,  
except that parcel conveyed by 114 of Deeds at page  
118 described as the northerly 30 feet thereof.

034-1066-10  
PARCEL IDENTIFICATION NUMBER

TRANSFER  
\$ 135<sup>00</sup>  
FEE

Purchasers agree to pay the entire 1998 real estate taxes when due.

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

such place as may be designated

Purchaser agrees to purchase the Property and to pay to Vendor at /from time to time  
the sum of \$45,000.00 in the following manner: (a) \$10,000.00  
at the execution of this Contract; and (b) the balance of \$35,000.00 \_\_\_\_\_ together with interest from date  
hereof on the balance outstanding from time to time at the rate of seven (7) percent per annum until paid in full, as follows:  
Said principal and interest shall be paid in monthly installments of \$500.00 per month,  
with the first such payment being due on June 1, 1998, and a like payment of \$500.00 on  
the first day of each and every month thereafter until said interest and principal shall  
have been fully paid. An additional \$5,000.00 shall be paid toward principal on or before  
March 15, 1999.

Provided, however, the entire outstanding balance shall be paid in full on or before the 1st day of May  
2001 (the maturity date).

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.

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:  
Vendor shall remain liable and agrees to indemnify and hold Purchasers harmless from  
any monies required to be paid in excess of the State of Wisconsin PECFA Program to  
complete the remediation from petroleum contamination from eligible underground tanks.  
Vendor's indemnity shall cease upon the receipt of a no further action letter from the\*\*\*

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. \*\*\*appropriate agency or agencies.

Purchaser shall be entitled to take possession of the Property on closing. 79

\* 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 payment.

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 \$35,000.00 but Vendor shall not require coverage in an amount more than the balance owed under this Contract. Purchaser shall pay the insurance premium 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 1) Subject to Price County Sanitary Code and Subdivision Control Ordinances; 2) Subject to easements, exceptions, reservations and restrictions of record, if any; and 3) Subject to Flood Plain Zoning Ordinances.

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 on 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 to 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 amount then due under this Contract. Purchaser may make 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 other subsequent or prior default of Purchase.

All terms of this Contract shall be binding upon and inure to the benefit 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 29th day of April, 19 98.

Betty J. Henningfeld (SEAL)
• BETTY J. HENNINGFELD
(SEAL)

Ralph A. Warga (SEAL)
• RALPH WARGA
Holly Warga (SEAL)
• HOLLY WARGA

AUTHENTICATION

Signature(s)
authenticated this day of 19

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

THIS INSTRUMENT WAS DRAFTED BY

Dale E. Onchuck - ONCHUCK LAW OFFICE, S.C.
135 North Lake Ave., Phillips, WI 54555

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

ACKNOWLEDGMENT

State of Wisconsin,

Price County ss
Personally came before me this 29th day of April, 19 98, the above named Ralph Warga, Holly Warga and Betty J. Henningfeld,

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

DALE E. Onchuck
Notary Public, Price
My commission is permanent. (If not, state expiration date)

314360

WARRANTY DEED

Document Number

This Deed, made between Paul H. Precour and Jackie A. Precour, husband and wife.  
Grantor,  
and Kenneth J. Haines and Catherine A. Taylor, each an undivided 1/4 interest as tenants in common.

Grantee,

Witnesseth, that the said Grantor, for a valuable consideration, conveys to Grantee the following described real estate in Price County, State of Wisconsin:

TRANSFER  
\$ 105<sup>00</sup>  
FEE

REGISTER OF DEEDS OFFICE  
PRICE COUNTY, WIS.  
Received for Record

OCT 4 2002

11:40  
AT 11:40 O'CLOCK A.M. DULY RECORDED IN  
VOL 4899 RECORDS ON PAGE 265  
*Jackie A. Precour*  
REGISTER OF DEEDS

RETURN TO  
KLEIN LAW OFFICE, S.C.  
P.O. Box 350  
Phillips, WI 54555

Parcel Identification Number  
272 1097 04 013

A parcel of land located in the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4), Section Nineteen (19), Township Thirty-seven (37) North, Range One (1) East, and more particularly described as follows: The East 550 feet of said NE1/4 NE1/4, EXCEPT the following seven (7) parcels:

1. The South 10 acres of said NE1/4 NE1/4; and
2. Commencing at the Southeast corner of said NE1/4 NE1/4; thence North 330 feet to the place of beginning; thence West 150 feet; thence North 150 feet; thence East 150 feet; thence South 150 feet to the place of beginning; and
3. Lot 1 of Certified Survey Map No. 356; and
4. Lot 2 of Certified Survey Map No. 356; and
5. Lot 1 of Certified Survey Map No. 872; and
6. Lot 2 of Certified Survey Map No. 872; and
7. All land comprising State Highway 13 and its right of way.

(This conveyance consisting of 9.29 acres)

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

Subject to easements, exceptions, restrictions and reservations of record, if any. Subject to Price County Sanitary Code and Subdivision Control Ordinances. Subject to Flood Plain Zoning Control Ordinances.

Dated this 4<sup>th</sup> day of October, 2002.

\_\_\_\_\_(SEAL) *Paul H. Precour* (SEAL)  
Paul H. Precour.

\_\_\_\_\_(SEAL) *Jackie A. Precour* (SEAL)  
Jackie A. Precour.

AUTHENTICATION

Signature(s) Paul H. Precour and Jackie A. Precour  
authenticated  
this 4<sup>th</sup> day of October, 2002.

*Kevin G. Klein*  
Kevin G. Klein  
TITLE: MEMBER STATE BAR OF WISCONSIN

THIS INSTRUMENT WAS DRAFTED BY

Kevin G. Klein  
of KLEIN LAW OFFICE, S.C.

ACKNOWLEDGMENT

State of Wisconsin )  
) ss.  
County of Price )  
Personally came before me this 4<sup>th</sup> day of October, 2002, the above named Paul H. Precour and Jackie A. Precour to me known to be the persons who executed the foregoing instrument and acknowledge the same.

\_\_\_\_\_  
Notary Public, Price County, Wis.  
My commission \_\_\_\_\_

315197

QUIT CLAIM DEED

Document No.

Document Title

KENNETH J. HAINES and CATHERINE A. TAYLOR, quit claims to HAINES LLC, a Wisconsin limited liability company, the following described real estate in Price County, State of Wisconsin:

A parcel of land located in the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼), Section Nineteen (19), Township Thirty-seven (37) North, Range One (1) East, and more particularly described as follows: The East 550 feet of said NE¼ NE¼, EXCEPT the following seven (7) parcels:

1. The South 10 acres of said NE¼ NE¼; and
2. Commencing at the Southeast corner of said NE¼ NE¼; thence North 330 feet to the place of beginning; thence West 150 feet; thence North 150 feet; thence East 150 feet; thence South 150 feet to the place of beginning; and
3. Lot 1 of Certified Survey Map No. 356; and
4. Lot 2 of Certified Survey Map No. 356; and
5. Lot 1 of Certified Survey Map No. 872; and
6. Lot 2 of Certified Survey Map No. 872; and
7. All land comprising State Highway 13 and its right of way.

(This conveyance consisting of 9.29 acres)

This is not homestead property.

Dated this 18th day of November, 2002.

*Kenneth J. Haines* (SEAL)      *Catherine A. Taylor* (SEAL)  
 \*Kenneth J. Haines                      \*Catherine A. Taylor

AUTHENTICATION

Signatures Kenneth J. Haines and Catherine A. Taylor authenticated this 18th day of November, 2002.

*John W. Slaby*  
 \*John W. Slaby  
 TITLE: MEMBER STATE BAR OF WISCONSIN  
 (If not, \_\_\_\_\_)  
 Authorized by §706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY:  
 Attorney John W. Slaby  
 Slaby, Deda, Marshall, Reinhard & Fuhr LLP  
 P.O. Box 7  
 Phillips, WI 54555  
 (715) 339-2196

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

M:\Server\dcmlwpdata\Clients-open\Corp\Haines LLC\quit claim to LLC.wpd

REGISTER OF DEEDS OFFICE  
 PRICE COUNTY, WIS.  
 Received for Record

NOV 20 2002

2:10 P M DULY RECORDED IN  
 AT VOL 472 OF RECORDS ON PAGE 648  
 REGISTER OF DEEDS

Return to

Slaby, Deda, Marshall, Reinhard & Fuhr LLP  
 P.O. Box 7  
 Phillips, WI 54555

Return to:  
 Price County Title and Abstract Co., Inc.

272-087-04-013  
 Parcel Identification Number

FEE  
 \$ 77.25 (15s)  
 EXEMPT

315307

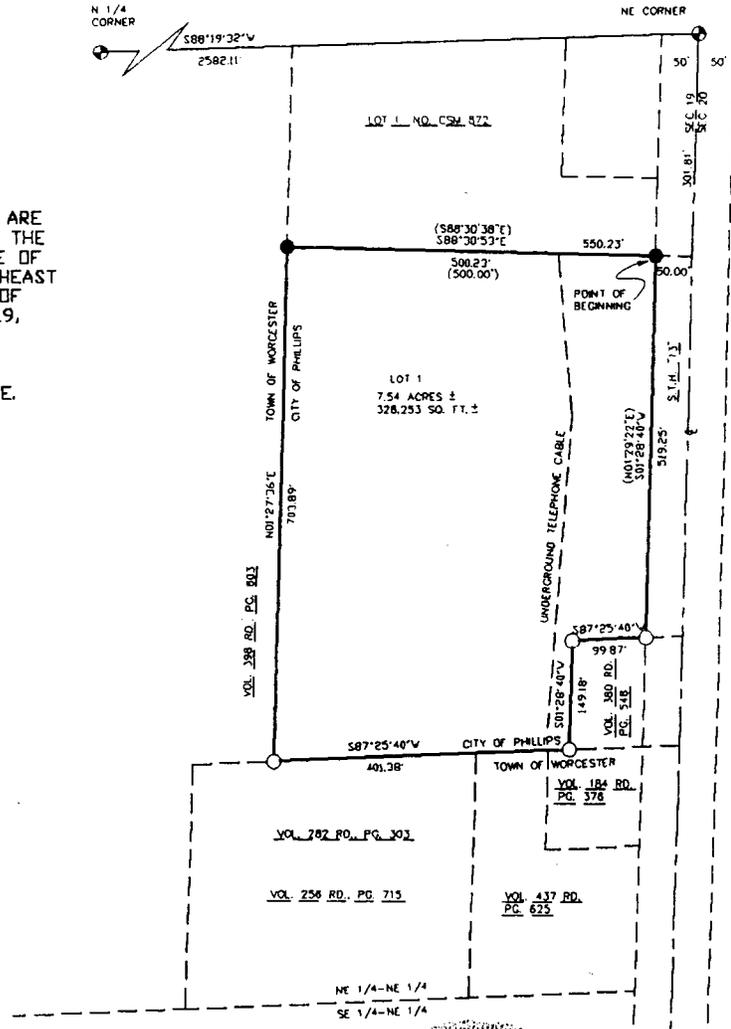
*Brd.*

**CERTIFIED SURVEY MAP**  
 REGISTER OF DEEDS OFFICE  
 PRICE COUNTY, WIS  
 Received for Record

FOR KENNETH J. HAINES & CATHERINE A. TAYLOR  
 LOCATED IN NE 1/4-NE 1/4,  
 SEC 19, T37N, R1E, CITY OF PHILLIPS,  
 PRICE COUNTY, WISCONSIN

NOV 27 2002  
 8:15  
 AT O'CLOCK A M DULY RECORDED IN  
 VOL 5 OF RECORDS ON PAGE 301-  
*[Signature]*  
 REGISTER OF DEEDS 302

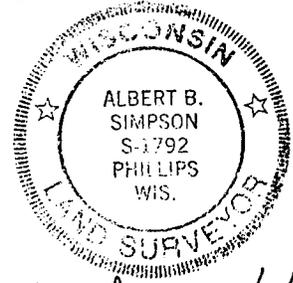
BEARINGS ARE BASED ON THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 19, WHICH IS ASSUMED TO BEAR N01°28'40"E.



C.S.M. NO. 1035, VOL. 5, PG. 301

**LEGEND**

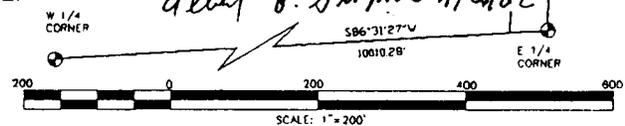
- = 1"O.D.x24" IRON PIPE WEIGHING 1.13 LBS. PER LINEAL FOOT SET.
- = 3/4" IRON BAR FOUND.
- ⊠ = SECTION OR QUARTER SECTION CORNER AS NOTED. FOR ADDITIONAL INFORMATION SEE U.S. PUBLIC LAND SURVEY MONUMENT RECORD FILED IN THE PRICE COUNTY SURVEYOR'S OFFICE.



*Albert B. Simpson*

PREPARED BY:

**Northern Environmental**  
 Hydrologists - Engineers - Geologists  
 330 South 4th Avenue  
 Park Falls, WI 54552  
 713-762-1344  
 1-800-468-3813



(CERTIFIED SURVEY MAP FOR KENNETH J. HAINES & CATHERINE A. TAYLOR CONTINUED)

SURVEYOR'S CERTIFICATE:

I hereby certify that in full compliance with the provisions of Section 236.34 of the Wisconsin Statutes, I have prepared this certified survey of a parcel of land located in Northeast Quarter of the Northeast Quarter (NE ¼-NE ¼), Section Nineteen (19), Township Thirty-seven (37) North, Range One (1) East, Price County, Wisconsin, and bounded by the following described line using bearings based on the east line of the Northeast Quarter of Section 19, which is assumed to bear N 01° 28' 40" E:

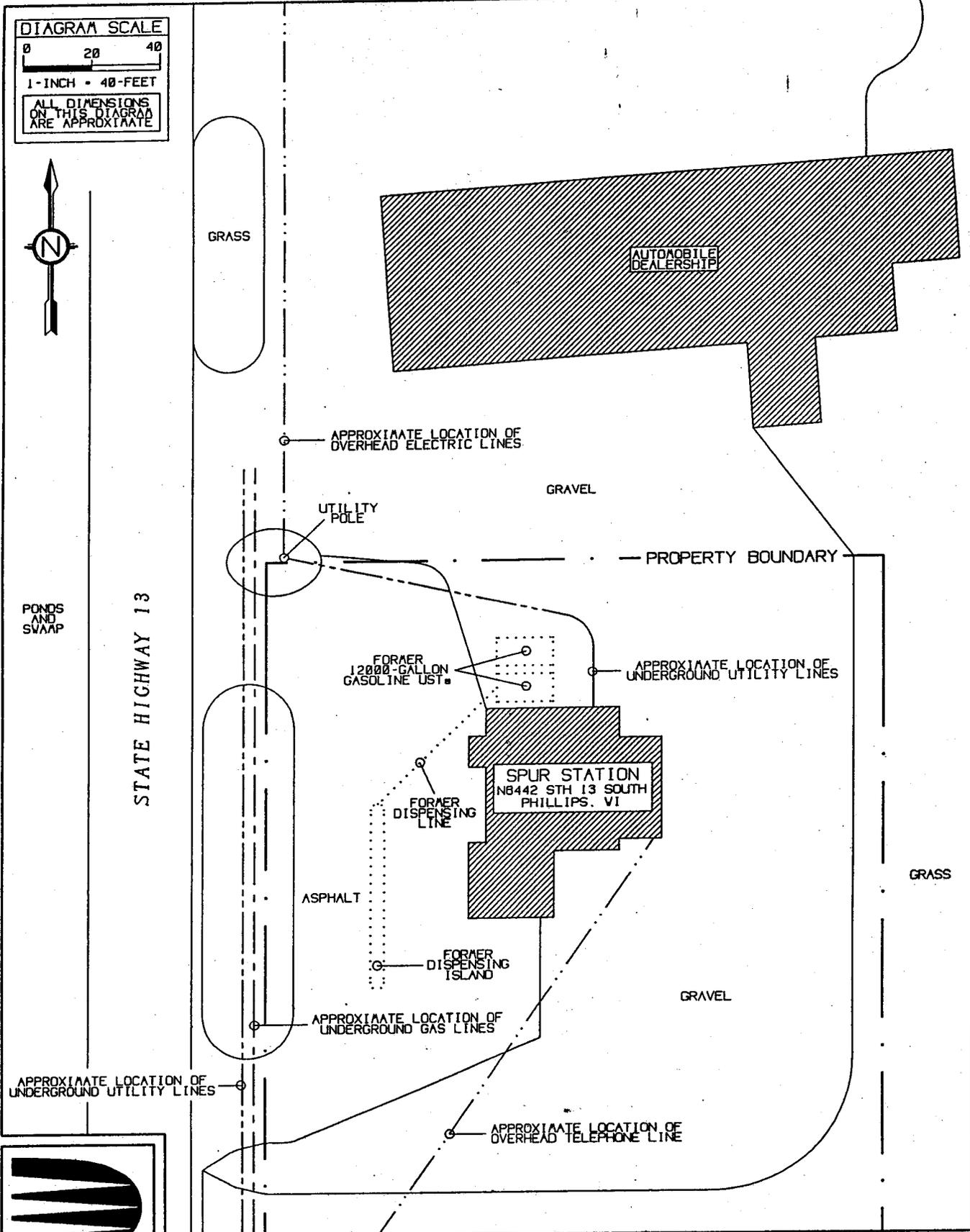
Commencing at the northeast corner of said Section 19; thence S 01° 28' 40" W on the east line of the northeast quarter of Section 19, a distance of 301.81 feet; thence N 88° 30' 53" W, 50.00 feet to the west line of State Trunk Highway "13" and the point of beginning; thence S 01° 28' 40" W on said west line, 519.25 feet to the north line of the parcel of land described in Volume 380 of Records on Page 548; thence S 87° 25' 40" W on said north line, 99.87 feet to the west line of the parcel of land described in Volume 380 of Records on Page 548; thence S 01° 28' 40" W on said west line, 149.18 feet to the north line of the parcel of land described in Volume 184 of Records on Page 376; thence S 87° 25' 40" W on said north line, on the north line of the parcel of land described in Volume 437 of Records on Page 625 and on the north line of the parcel of land described in Volume 282 of Records on Page 303, a distance of 401.38 feet to the east line of the parcel of land described in Volume 398 of Records on Page 603; thence N 01° 27' 36" E on said east line, 703.89 feet to the south line of Lot 1 of Certified Survey Map Number 872, Recorded in Volume 4 of Certified Survey Maps on Pages 311 and 312; thence S 88° 30' 53" E on said south line, 500.23 feet to the point of beginning.

I hereby certify that this survey is correct to the best of my knowledge and belief. That I have made such survey, land division and map at the direction of Kenneth J. Haines and Catherine A. Taylor, owner of said land. That said map is a correct representation of the exterior boundaries of the lands surveyed and subdivision thereof made.

C.S.M. 1035  
VOL. No. 5  
Pg. 302

2003

**DIAGRAM SCALE**  
 0 20 40  
 1-INCH = 40-FEET  
 ALL DIMENSIONS ON THIS DIAGRAM ARE APPROXIMATE



HENNINGFELD-PHILLIPS SPUR STATION REMEDIAL INVESTIGATION	PROJECT NO. B93091   PA KSG	SITE DIAGRAM	FIGURE
	DRAWN BY RJP DATE: 12/11/95		2
	CHECKED BY DATE:		
	APPRVD BY DATE:		

**TABLE 3 (Page 1 of 5)**  
**Groundwater Analytical Results - Existing Wells**  
**Former Phillips Spur Station Property**  
**Phillips, Wisconsin**

Well ID	Sampling Date	GRO (ppm)	Benzene (ppb)	1,2-DCA (ppb)	Ethyl-benzene (ppb)	Naphthalene (ppb)	MTBE (ppb)	Toluene (ppb)	Combined Trimethyl-benzenes (ppb)	Total Xylenes (ppb)	Dissolved Lead (ppb)
MW-2	10/23/89	NA	<2.0	NA	4	NA	NA	5	NA	6	NA
	1/5/91	NA	<5.0	<5.0	<5.0	NA	<5.0	<5.0	NA	<10.0	4.8
	8/22/96	<100	<0.7	NA	<0.7	NA	<0.5	<1.0	<1.9	<2.0	<3.0
	11/28/97	<100	<0.21	NA	<0.68	NA	<0.21	<1.5	<1.86	<1.8	<1.0
	5/29/98	<100	<0.32	NA	<0.34	NA	<0.31	<0.35	<0.99	<1.0	NA
	8/26/98	<100	<0.32	NA	<0.34	NA	<0.31	<0.35	<0.99	<1.0	NA
	6/10/99	<100	<0.3	NA	<0.34	NA	<0.31	<0.35	<0.99	<1.0	NA
	1/31/00	<50	<0.5	NA	<0.5	NA	<0.2	<0.5	<2.0	<0.5	<5.0
	7/31/00	<50	<0.5	NA	<0.5	NA	<0.2	<0.5	<2.0	0.811	NA
1/24/03	NA	<0.5	NA	<0.5	NA	<0.2	<0.5	<2.0	<0.5	NA	
MW-10	4/17/96	<100	<0.26	<0.86	<0.32	<0.41	<0.22	<0.69	<1.14	<1.23	<3.0
	8/22/96	<100	<0.7	NA	<0.7	NA	<0.5	<1.0	<1.9	<2.0	<3.0
	11/28/97	<100	<0.21	NA	<0.68	NA	<0.21	<1.5	<1.86	<1.8	1
	5/29/98	<100	<0.32	NA	<0.34	NA	<0.31	<0.34	<0.99	<1.0	NA
	8/26/98	<100	<0.32	NA	<0.34	NA	<0.31	<0.35	<0.99	<1.0	NA
	6/10/99	<100	<0.32	NA	<0.34	NA	<0.31	<0.35	<0.99	<1.0	NA
	1/31/00	<50	<0.5	NA	<0.5	NA	<0.2	<0.5	<2.0	<0.5	NA
	7/31/00	<50	<0.5	NA	<0.5	NA	<0.2	<0.5	<2.0	<0.5	NA
<i>ES (ppb)</i>	-	<i>NS</i>	<i>5</i>	<i>5</i>	<i>700</i>	<i>40</i>	<i>60</i>	<i>1,000</i>	<i>480</i>	<i>10,000</i>	<i>15</i>
<i>PAL (ppb)</i>	-	<i>NS</i>	<i>0.5</i>	<i>0.5</i>	<i>140</i>	<i>8</i>	<i>12</i>	<i>200</i>	<i>96</i>	<i>1,000</i>	<i>1.5</i>

Note: Concentrations in bold type exceed their respective Preventive Action Limits.  
Concentrations in bold type and underlined exceed their respective Enforcement Standards.

**TABLE 3 (Page 2 of 5)**  
**Groundwater Analytical Results - Existing Wells**  
**Former Phillips Spur Station Property**  
**Phillips, Wisconsin**

Well ID	Sampling Date	GRO (ppm)	Benzene (ppb)	1,2-DCA (ppb)	Ethyl-benzene (ppb)	Naphthalene (ppb)	MTBE (ppb)	Toluene (ppb)	Combined Trimethyl-benzenes (ppb)	Total Xylenes (ppb)	Dissolved Lead (ppb)
MW-11	4/17/96	<100	<0.26	<0.86	<0.32	<0.41	<0.22	<0.69	<1.14	<1.23	<3.0
	8/22/96	<100	<0.7	NA	<0.7	NA	<0.5	<1.0	<1.9	<2.0	<3.0
	11/28/97	<100	<b>22</b>	NA	8.8	NA	<0.21	8.3	6.4	16	1
	5/28/98	<100	0.38	NA	<0.34	NA	<0.31	<0.35	<1.19	<1.0	NA
	8/26/98	<100	<0.32	NA	<0.34	NA	<0.31	<0.35	<0.99	<1.0	NA
	6/10/99	<100	<0.32	NA	<0.34	NA	<0.31	<0.35	<0.99	<1.0	NA
	1/31/00	<50	<0.5	NA	0.55	NA	<0.2	<0.5	1.3	1.4	<5.0
	7/31/00	<50	<0.5	NA	<0.5	NA	<0.2	<0.5	<2.0	<0.5	NA
MW-12	4/17/96	22000	<b>7,900</b>	<b>300</b>	<b>1,100</b>	<b>200</b>	<b>16</b>	<b>480</b>	<b>280</b>	990	<3.0
	8/22/96	17000	<b>9,200</b>	NA	<b>900</b>	NA	<50	<b>2,000</b>	<b>780</b>	<b>1,500</b>	<3.0
	11/28/97	12000	<b>6,200</b>	NA	<b>670</b>	NA	<21	<b>760</b>	<b>1,110</b>	<b>1,100</b>	<0.08
	6/10/99	5500	<b>2,100</b>	NA	<b>500</b>	NA	<0.31	85	<b>230</b>	330	NA
	1/31/00	4200	<b>1,300</b>	NA	<b>280</b>	NA	NA	32	<2.0	210	<5.0
MW-14	4/17/96	<100	<b>1.1</b>	<b>0.86</b>	<0.32	<0.41	0.5	<0.69	<1.14	<1.23	<3.0
	8/22/96	<100	<b>4.6</b>	NA	2.3	NA	<0.5	<1.0	<1.9	<2.0	<3.0
	11/28/97	650	<b>140</b>	NA	10	NA	<0.21	22	44	200	1
	5/29/98	1,100	<b>300</b>	NA	8.4	NA	<0.31	22	80	120	NA
	8/26/98	650	<b>220</b>	NA	3	NA	<0.31	8.5	13.8	2.6	NA
	6/10/99	<100	<b>49</b>	NA	<0.34	NA	<0.31	<0.35	<0.99	<1.0	NA
	1/31/00	<50	<b>12</b>	NA	<0.5	NA	<0.2	<0.5	<2.0	<0.5	<5.0
	7/31/00	243	<b>150</b>	NA	<0.5	NA	1.03	0.502	<2.0	<0.5	NA
ES (ppb)	-	NS	5	5	700	40	60	1,000	480	10,000	15
PAL (ppb)	-	NS	0.5	0.5	140	8	12	200	96	1,000	1.5

Note: Concentrations in bold type exceed their respective Preventive Action Limits.  
Concentrations in bold type and underlined exceed their respective Enforcement Standards.

**TABLE 3 (Page 3 of 5)**  
**Groundwater Analytical Results - Existing Wells**  
**Former Phillips Spur Station Property**  
**Phillips, Wisconsin**

Well ID	Sampling Date	GRO (ppm)	Benzene (ppb)	1,2-DCA (ppb)	Ethyl-benzene (ppb)	Naphthalene (ppb)	MTBE (ppb)	Toluene (ppb)	Combined Trimethyl-benzenes (ppb)	Total Xylenes (ppb)	Dissolved Lead (ppb)
MW-15	11/28/97	< 100	<b>96</b>	<b>5.2</b>	< 0.68	< 1.0	0.38	< 1.5	< 1.86	< 1.78	NA
	5/29/98	< 100	<b>29</b>	NA	< 0.34	NA	< 0.31	< 0.35	< 0.98	< 1.0	NA
	8/26/98	< 100	<b>15</b>	NA	< 0.34	NA	< 0.31	< 0.35	< 0.99	< 1.0	NA
	7/31/00	71.2	<b>8.49</b>	NA	< 0.5	NA	2.84	0.755	1.3	1.85	NA
	8/20/03	NA	<b>57.3</b>	NA	< 0.50	NA	< 0.20	< 0.50	< 2.0	0.555	NA
MW-16	1/24/03	NA	< 0.50	NA	< 0.5	NA	< 0.2	1.67	< 2.0	< 0.5	< 5.0
PZ-1	1/24/03	NA	<b>8.08</b>	NA	12.1	NA	1.7	23.1	29.31	42.7	< 5.0
EX-1	4/17/96	49,000	<b>10,000</b>	<b>220</b>	<b>1,400</b>	<b>360</b>	< 4.4	<b>7,800</b>	<b>1,220</b>	<b>5,600</b>	< 3.0
	8/22/96	27,000	<b>7,000</b>	NA	<b>800</b>	NA	< 50	<b>6,100</b>	<b>1,280</b>	<b>4,400</b>	<b>6</b>
	12/5/97	9,200	<b>1,300</b>	<b>23</b>	<b>290</b>	<b>76</b>	< 2.1	<b>380</b>	<b>840</b>	<b>2,000</b>	<b>23</b>
	5/29/98	4,700	<b>1,700</b>	NA	<b>220</b>	NA	< 3.1	110	<b>380</b>	520	NA
	8/26/98	13,000	<b>2,900</b>	NA	<b>550</b>	NA	< 6.2	<b>860</b>	<b>1,020</b>	<b>1,800</b>	NA
	6/10/99	3,100	<b>1,500</b>	NA	83	NA	< 3.1	130	<b>117</b>	190	NA
	1/31/00	5,200	<b>2,100</b>	NA	< 25	NA	<b>35</b>	<b>340</b>	<b>267</b>	200	< 5.0
7/31/00	7,700	<b>3,770</b>	NA	319	NA	<b>38.7</b>	<b>435</b>	<b>210</b>	653	NA	
EX-3	1/24/03	NA	< 0.5	NA	< 0.5	NA	< 0.2	< 0.5	< 2.0	< 0.5	NA
EX-4	7/31/00	275	<b>137</b>	NA	7.62	NA	4.43	5.1	< 2.0	4.86	NA
	1/24/03	NA	<b>523</b>	NA	52.4	NA	<b>29.7</b>	13.4	6.25	17.7	< 5.0
	8/20/03	NA	<b>194</b>	NA	96.5	NA	4.60	39.0	15.41	46.2	NA
	10/16/03	NA	<b>120</b>	NA	21.7	NA	7.84	7.91	6.84	14.7	NA
ES (ppb)	-	NS	<b>5</b>	<b>5</b>	<b>700</b>	<b>40</b>	<b>60</b>	<b>1,000</b>	<b>480</b>	<b>10,000</b>	<b>15</b>
PAL (ppb)	-	NS	<b>0.5</b>	<b>0.5</b>	<b>140</b>	<b>8</b>	<b>12</b>	<b>200</b>	<b>96</b>	<b>1,000</b>	<b>1.5</b>

Note: Concentrations in bold type exceed their respective Preventive Action Limits.  
Concentrations in bold type and underlined exceed their respective Enforcement Standards.

**TABLE 3 (Page 4 of 5)**  
**Groundwater Analytical Results - Existing Wells**  
**Former Phillips Spur Station Property**  
**Phillips, Wisconsin**

Well ID	Sampling Date	GRO (ppm)	Benzene (ppb)	1,2-DCA (ppb)	Ethyl-benzene (ppb)	Naphthalene (ppb)	MTBE (ppb)	Toluene (ppb)	Combined Trimethyl-benzenes (ppb)	Total Xylenes (ppb)	Dissolved Lead (ppb)
ES-1	12/1/97	<100	<b>0.53</b>	<0.45	<0.68	<3.3	<0.21	<1.5	<1.86	<1.78	<1.0
ES-2	12/1/97	<100	<0.21	<0.45	<0.68	<3.3	1.6	<1.5	<1.86	<1.78	<1.0
ES-3	12/3/97	1,200	<b><u>270</u></b>	<b>2.9</b>	29	7.1	2.5	100	<b>96</b>	410	<b>3</b>
ES-6	12/3/97	6,500	<b><u>1,500</u></b>	<b>11</b>	<b>180</b>	<b>69</b>	<2.1	<b>550</b>	<b>550</b>	<b>1,650</b>	<b>3</b>
ES-7	12/3/97	6,600	<b><u>890</u></b>	<b>3</b>	<b>180</b>	<b>50</b>	<2.1	<b>1,100</b>	<b>470</b>	<b>1,960</b>	<b>5</b>
ES-8	12/3/97	6,000	<b><u>1,500</u></b>	<b>15</b>	<b>140</b>	<b>56</b>	<2.1	140	<b>500</b>	<b>1,490</b>	<b>5</b>
	1/24/03	NA	<b><u>95.9</u></b>	NA	4.06	NA	3.46	1.22	1.71	2.5	<5.0
	8/20/03	NA	<b><u>184</u></b>	NA	9.63	NA	1.00	7.29	1.33	6.17	NA
	10/16/03	NA	<b><u>318</u></b>	NA	46.3	NA	1.15	32.4	24.0	52.4	NA
TW-1	8/20/03	NA	<0.50	NA	1.19	NA	<0.20	<0.50	<2.00	5.01	NA
TW-2	8/20/03	NA	<b><u>45.1</u></b>	NA	6.98	NA	0.805	<0.50	<2.00	27.3	NA
	10/16/03	NA	<b><u>15.2</u></b>	NA	<0.50	NA	0.392	<0.50	<2.0	<0.50	NA
TW-3	10/16/03	NA	<0.50	NA	<0.50	NA	<0.20	<0.50	<2.0	<0.50	NA
Warga well	1/31/00	NA	<0.5	NA	<0.5	NA	<0.2	<0.5	<2.0	<0.5	NA
	7/31/00	NA	<0.5	NA	<0.5	NA	2.09	<0.5	<2.0	<0.5	NA
ES (ppb)	-	NS	<b>5</b>	<b>5</b>	<b>700</b>	<b>40</b>	<b>60</b>	<b>1,000</b>	<b>480</b>	<b>10,000</b>	<b>15</b>
PAL (ppb)	-	NS	<b><u>0.5</u></b>	<b><u>0.5</u></b>	<b>140</b>	<b>8</b>	<b>12</b>	<b>200</b>	<b>96</b>	<b>1,000</b>	<b>1.5</b>

Note: Concentrations in bold type exceed their respective Preventive Action Limits.

Concentrations in bold type and underlined exceed their respective Enforcement Standards.

**TABLE 3 (Page 5 of 5)**  
**Groundwater Analytical Results - Existing Wells**  
**Former Phillips Spur Station Property**  
**Phillips, Wisconsin**

Well ID	Sampling Date	GRO (ppm)	Benzene (ppb)	1,2-DCA (ppb)	Ethyl-benzene (ppb)	Naphthalene (ppb)	MTBE (ppb)	Toluene (ppb)	Combined Trimethyl-benzenes (ppb)	Total Xylenes (ppb)	Dissolved Lead (ppb)
IW-1	12/1/97	9.3	4.1	<0.14	<0.68	<1.0	1.3	<1.5	<1.86	<1.78	<1.0
IW-3	12/1/97	17,000	<b><u>12,000</u></b>	<b><u>160</u></b>	<b><u>1,300</u></b>	<b><u>230</u></b>	<11	<b>430</b>	<b>248</b>	759	<b>8</b>
IW-4	12/1/97	<100	<b>8.4</b>	<0.14	<0.68	<1.0	0.52	<1.5	<1.86	<1.78	<1.0
IW-5	12/1/97	300	<b><u>72</u></b>	<b>1.5</b>	4.2	1.2	2.1	18	13.8	122	<1.0
<i>ES (ppb)</i>	-	<i>NS</i>	<i>5</i>	<i>5</i>	<i>700</i>	<i>40</i>	<i>60</i>	<i>1,000</i>	<i>480</i>	<i>10,000</i>	<i>15</i>
<i>PAL (ppb)</i>	-	<i>NS</i>	<i>0.5</i>	<i>0.5</i>	<i>140</i>	<i>8</i>	<i>12</i>	<i>200</i>	<i>96</i>	<i>1,000</i>	<i>1.5</i>

Note: Concentrations in bold type exceed their respective Preventive Action Limits.  
Concentrations in bold type and underlined exceed their respective Enforcement Standards.

**TABLE 1 (PRE-REMEDIATION)**  
**Analytical Results Reported by Environmental Services/Weston, Inc.+**  
**Soil Samples**

<u>Parameter</u>	<u>*B-1</u>	<u>*B-2</u>	<u>**</u> <u>*B-4</u>	<u>**</u> <u>*B-5</u>	<u>**</u> <u>SB-1</u>	<u>**</u> <u>SB-1</u>	<u>**</u> <u>*B-8</u>	<u>**</u> <u>*B-8</u>	<u>**</u> <u>*B-9</u>	<u>CG</u>
Date	10/20/89	10/21/89	10/22/89	10/22/89	1/4/91	1/4/91	1/4/91	1/4/91	12/21/90	-
Depth (feet)	NR	NR	NR	NR	10-11	25-26	2.5-3.5	12.5-13.5	7.5-8.5	-
TPH (ppm)	42.2	40.7	88.3	<b>106</b>	<b>6,000</b>	<0.26	96	2.3	56	100
Benzene (ppb)	NA	NA	NA	NA	<b>17,000</b>	<1.7	<b>26</b>	0.46e	<b>530</b>	5.5
MTBE (ppb)	NA	NA	NA	NA	500e	<5.6	<2.4	<5.4	43	-
Toluene (ppb)	NA	NA	NA	NA	<b>170,000</b>	1.2e	<b>6700</b>	<1.6	1,200	1,500
Ethylbenzene (ppb)	NA	NA	NA	NA	<b>41,000</b>	<1.7	<b>3100</b>	<1.6	730	2,900
Total Xylenes (ppb)	NA	NA	NA	NA	<b>220,000</b>	0.81e	<b>14,000</b>	<1.6	3,600	4,100
Total Lead (ppm)	10.6	8.2	8.2	11.7	<5.0	<5.6	<5.8	<5.2	<5.0	50

\* From Weston Report: Phase II Environmental Investigation Report for Phillips Spur Facility, Phillips, Wisconsin, Work Order No. 5689-01-01-0300, dated August 1991

\*Wells are labeled as MW rather than W in Weston reports

ppm = parts per million

ppb = parts per billion

CG = Proposed standard/interim cleanup guideline limit. The CG used for TPH is intended for gasoline range organics, which is not necessarily equivalent to TPH.

NA = Not Analyzed

e = Estimated value, actual value below quantitation limit.

Note: Parameter concentrations that are equal to or exceed the interim cleanup guideline limit are in bold type.

MTBE = Methyl tert-Butyl ether

NR = Not reported

\*\* = SOILS EXCAVATED DURING REMEDIATION

**TABLE 2 (PRE-REMEDIATION)**  
**Analytical Results — Soil Samples**  
**Former Phillips Spur Station Property**  
**Phillips, Wisconsin**  
**Drake Project No. B93091**

Parameter	B-10:S-2	B-10:S-3	B-11:S-1	B-11:S-2	B-12:S-1	B-12:S-2	B-13:S-1	B-13:S-2	B-14:S-1	B-14:S-2	B-16:S-1	NR 720 Standard
Depth collected (feet)	5-7	7.5-9.5	5-7	7.5-9.5	5-7	7.5-9.5	5-7	7.5-9.5	5-7	7.5-9.5	5-7	—
PID reading	1	1	4	2	33	228	4	<1	2	<1	529	NR
GRO (ppm)	<10	<10	<10	<10	<10	<10	<10	<10	<10	<10	750	100
<b>VOCs (ppb)</b>												
Benzene	<25	<25	<25	<25	<25	1,400	<25	<25	<25	<25	9,400	5.5
n-Butylbenzene	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	10,600	NS
sec-Butylbenzene	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	640	NS
1,2-dichloroethane	<25	<25	<25	<25	<25	38	<25	<25	<25	<25	<500	4.9
Ethylbenzene	<25	<25	<25	<25	<25	140	<25	<25	<25	<25	14,400	2,900
Isopropylbenzene	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	1,560	NS
Naphthalene	<25	<25	<25	<25	<25	58	<25	<25	<25	<25	3,600	NS
n-propylbenzene	<25	<25	<25	<25	<25	26	<25	<25	<25	<25	6,700	NS
Toluene	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	54,000	1,500
1,2,4-trimethylbenzene	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	29,000	NS
1,3,5-trimethylbenzene	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	9,800	NS
Total xylenes	<75	<75	<75	<75	<75	115	<75	<75	<75	<75	87,000	4,100
Total lead (ppm)	24	NA	24	NA	NA	13	23	NA	29	NA	23	50

ppm = parts per million

ppb = parts per billion

NA = not analyzed

NS = no established standard

Note: Bold type indicates contaminant concentrations exceeding their respective Wisconsin Administrative Code Chapter NR 720 generic residual contaminant level cleanup standards.

**TABLE 5 (PRE-REMEDIATION)**  
**Analytical Results — Excavation Soils**  
**Former Phillips Spur Station Property**  
**Phillips, Wisconsin**

<u>Sample No.</u>	<u>T-24</u>	<u>T-64</u>	<u>T-104</u>	<u>T-141</u>	<u>T-155</u>	<u>T-156</u>	<u>NR 720</u> <u>Generic RCL</u>
<b>Representative location</b>	Northwest corner	East end	Center	South end	North end	North end	—
<b>Depth (ft.)</b>	20	18	12	6	6	6	—
<b>PID reading (iu)</b>	>2,000	687	19	414	306	815	—
<b>GRO (ppm)</b>	< 10	< 10	<b>3,000</b>	<b>110</b>	<b>150</b>	<b>390</b>	100
<b>PVOCs (ppb)</b>							
<b>Benzene</b>	<b>140</b>	<25	<b>42,000</b>	<b>350</b>	<25	<25	5.5
<b>Ethylbenzene</b>	120	53	<b>64,000</b>	<b>3,300</b>	210	620	2,900
<b>Methyl tert-butyl ether</b>	<25	<25	<2,500	<250	<25	<25	NS
<b>Toluene</b>	570	<25	<b>240,000</b>	<b>7,100</b>	140	580	1,500
<b>1,2,4-trimethylbenzene</b>	200	150	160,000	7,900	4,200	2,700	NS
<b>1,3,5-trimethylbenzene</b>	66	180	53,000	3,000	2,500	1,300	NS
<b>Total xylenes</b>	640	110	<b>340,000</b>	<b>13,000</b>	1,400	260	4,100
<b>Metals (ppm)</b>							
<b>Lead</b>	17	23	25	23	24	26	50

iu = instrument units

ppm = parts per million

ppb = parts per billion

NS = no established standard

RCL = Residual contaminant level

Note: Parameter concentrations that exceed their respective NR 720 generic RCLs are in bold type.

**TABLE 4 (Page 1 of 4) (POST-REMEDIATION)**  
**Analytical Results — Soils Left In Place**  
**Former Phillips Spur Station Property**  
**Phillips, Wisconsin**

<u>Sample No.</u>	<u>EXB-40</u>	<u>EXW-41</u>	<u>EXW-42</u>	<u>EXW-71</u>	<u>EXW-105</u>	<u>NR 720</u> <u>Generic RCL</u>
<b>Representative location</b>	North end - base	North wall	North wall	Northeast wall	Northeast wall	
<b>Depth (ft.)</b>	22	8	4	8	10	—
<b>PID reading (iu)</b>	18	13	28	114	46	—
<b>GRO (ppm)</b>	<10	<10	<10	<b>100</b>	<b>240</b>	100
<b>PVOCs (ppb)</b>						
<b>Benzene</b>	<25	<25	<b>40</b>	<b>560</b>	<b>11,000</b>	5.5
<b>Ethylbenzene</b>	<25	<25	62	1,300	<b>5,800</b>	2,900
<b>Methyl tert-butyl ether</b>	<25	<25	<25	<25	<250	NS
<b>Toluene</b>	<25	<25	360	1,200	<b>29,000</b>	1,500
<b>1,2,4-trimethylbenzene</b>	<25	<25	72	4,000	11,000	NS
<b>1,3,5-trimethylbenzene</b>	<25	<25	28	1,700	4,300	NS
<b>Total xylenes</b>	<50	<50	290	<b>6,300</b>	<b>30,000</b>	4,100
<b>Metals (ppm)</b>						
<b>Lead</b>	13	19	19	<b>55</b>	24	50

iu = instrument units

ppm = parts per million

ppb = parts per billion

NS = no established standard

RCL = Residual contaminant level

Note: Parameter concentrations that exceed their respective NR 720 generic RCLs are in bold type.

**TABLE 4 (Page 2 of 4) (POST-REMEDIATION)**  
**Analytical Results — Soils Left In Place**  
**Former Phillips Spur Station Property**  
**Phillips, Wisconsin**

<u>Sample No.</u>	<u>EXW-106</u>	<u>EXB-107</u>	<u>EXB-116</u>	<u>EXB-117</u>	<u>EXW-118</u>	<u>NR 720 Generic RCL</u>
Representative location	East wall	Northwest base	East end base	West Base	Southeast wall	
Depth (ft.)	12	14	18	18	10	—
PID reading (iu)	276	12	573	21	389	—
GRO (ppm)	<b>3,200</b>	<b>1,800</b>	<10	<10	<b>2,100</b>	100
PVOCs (ppb)						
Benzene	<b>6,900</b>	<b>12,000</b>	<b>610</b>	<b>930</b>	<b>3,300</b>	5.5
Ethylbenzene	<b>54,000</b>	<b>36,000</b>	74	170	<b>53,000</b>	2,900
Methyl tert-butyl ether	<250	<250	<25	<25	<250	NS
Toluene	<b>79,000</b>	<b>91,000</b>	220	<b>2,000</b>	<b>100,000</b>	1,500
1,2,4-trimethylbenzene	150,000	92,000	76	150	140,000	NS
1,3,5-trimethylbenzene	49,000	32,000	27	76	440,000	NS
Total xylenes	<b>270,000</b>	<b>160,000</b>	220	280	<b>270,000</b>	4,100
Metals (ppm)						
Lead	20	20	26	20	27	50

iu = instrument units

ppm = parts per million

ppb = parts per billion

NS = no established standard

RCL = Residual contaminant level

Note: Parameter concentrations that exceed their respective NR 720 generic RCLs are in bold type.

**TABLE 4 (Page 3 of 4) (Post-Remediation)**  
**Analytical Results — Soils Left In Place**  
**Former Phillips Spur Station Property**  
**Phillips, Wisconsin**

Sample No.	EXB-142	EXW-143	EXW-144	EXB-148	EXW-155	NR 720
Representative location	Southwest base	SE	SW	SE	SE	Generic RCL
Depth (ft.)	18	8	8	18	8	
PID reading (iu)	15	347	578	18	7	
GRO (ppm)	<10	10	670	<10	<10	100
PVOCs (ppb)						
Benzene	<25	32	3,200	<25	<25	5.5
Ethylbenzene	<25	190	25,000	<25	<25	2,900
Methyl tert-butyl ether	<25	<25	<250	<25	<25	NS
Toluene	<25	530	41,000	27	<25	1,500
1,2,4-trimethylbenzene	<25	490	61,000	72	<25	NS
1,3,5-trimethylbenzene	<25	160	19,000	35	<25	NS
Total xylenes	<50	1,000	110,000	56	<50	4,100
Metals (ppm)						
Lead	13	18	19	20	22	50

iu = instrument units  
 ppm = parts per million  
 ppb = parts per billion  
 NS = no established standard  
 RCL = Residual contaminant level  
 Note: Parameter concentrations that exceed their respective NR 720 generic RCLs are in bold type.

**TABLE 4 (Page 4 of 4) (POST-REMEDIATION)**  
**Analytical Results — Soils Left In Place**  
**Former Phillips Spur Station Property**  
**Phillips, Wisconsin**

<u>Sample No.</u>	<u>Representative location</u>	<u>EXW-156</u>	<u>EXB-157</u>	<u>EXB-158</u>	<u>NR 720</u>
<u>Depth (ft.)</u>	<u>Southwest wall</u>	<u>South base</u>	<u>Southwest base</u>	<u>Generic RCL</u>	
PID reading (iu)	8	18	18	—	—
	32	14	92	—	—
GRO (ppm)	<10	<10	<10	100	
<b>PVOCs (ppb)</b>					
Benzene	<25	<25	<b>35</b>	5.5	
Ethylbenzene	42	<25	310	2,900	
Methyl tert-butyl ether	<25	<25	<25	NS	
Toluene	34	<25	250	1,500	
1,2,4-trimethylbenzene	30	<25	710	NS	
1,3,5-trimethylbenzene	34	<25	280	NS	
Total xylenes	57	<50	1,100	4,100	
<b>Metals (ppm)</b>					
Lead	20	23	23	50	

iu = instrument units  
 ppm = parts per million  
 ppb = parts per billion  
 NS = no established standard  
 RCL = Residual contaminant level  
 Note: Parameter concentrations that exceed their respective NR 720 generic RCLs are in **bold** type.

DIAGRAM SCALE

0 20 40

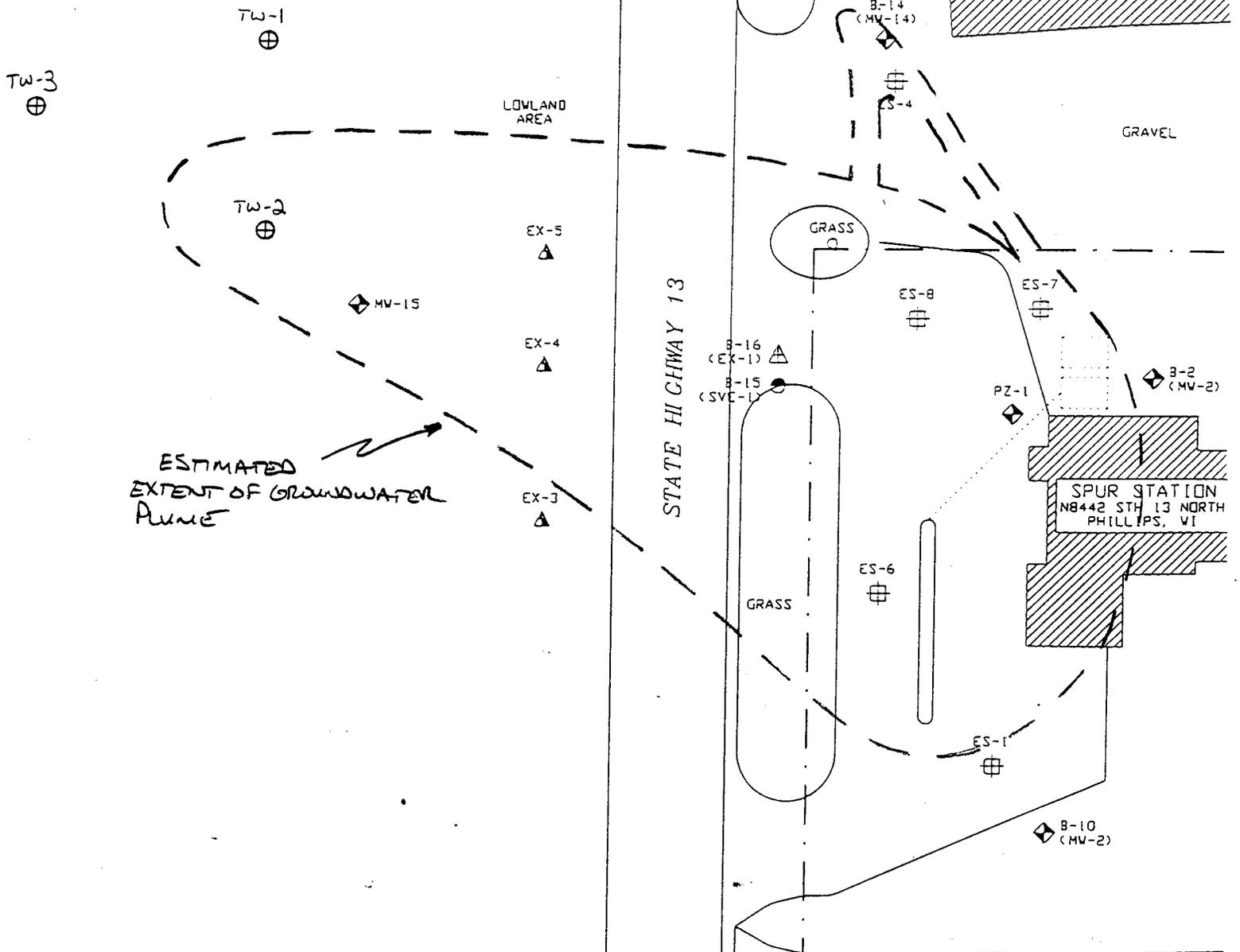
1 INCH = 40 FEET

ALL DIMENSIONS ON THIS DIAGRAM ARE APPROXIMATE



**LEGEND**

- ◆ BORING AND MONITORING WELL LC
- ▲ EXTRACTION WELL LOCATION
- SOIL VAPOR EXTRACTION WELL LOC
- ⊞ EXCAVATION SUMP
- ⊕ TEMPORARY WELL



HENNINGFELD-PHILLIPS SPUR STATION REMEDATION		PROJECT NO:	PM: JEB
DRAWN BY: AKW	DATE: 6/4/03	CHECKED BY: [Signature]	DATE: 6-4-03
APPRVD BY: [Signature]	DATE: 6-1-03	FILE: 893091-A1	

**TABLE 1 (Page 1 of 2)**  
**Groundwater Elevations - Existing Wells**  
**Former Phillips Spur Station Property**  
**Phillips, Wisconsin**

Well Number	Date	Total Well Depth	Top of Casing Elevation	Ground Surface Elevation	*Depth to Water Below Casing	Depth to Water Below Ground	Groundwater Elevation
MW-2	10/23/89	14.89	102.32	102.58	15.32	15.58	87.00
	2/16/94				9.62	9.88	92.70
	4/17/96	This well was frozen on this date.					
	6/6/96				4.99	5.25	97.33
	7/9/96				5.35	5.61	96.97
	8/21/96				5.29	5.55	97.03
	11/28/97				6.12	6.38	96.20
	5/29/97				5.90	6.16	96.42
	8/25/98				7.37	7.63	94.95
	6/10/99				5.72	5.98	96.60
	1/31/00				8.53	8.79	93.79
	1/24/03				7.53	7.79	94.79
	MW-9	2/16/94		99.33	99.55	8.66	8.88
4/17/96		This well was frozen on this date.					
6/6/96					2.61	2.83	96.72
7/9/96					3.10	3.32	96.23
8/21/96					3.61	3.83	95.72
MW-10	4/17/96		103.04	103.50	4.35	4.81	98.69
	6/6/96				4.98	5.44	98.06
	7/9/96				5.60	6.06	97.44
	8/21/96				6.07	6.53	96.97
	11/28/97				6.15	6.61	96.89
	5/29/98				6.45	6.91	96.59
	8/25/98				7.73	8.19	95.31
	6/10/99				6.19	6.65	96.85
1/31/00				8.65	9.11	94.39	
MW-11	4/17/96	17.92	100.37	100.77	3.62	4.02	96.75
	6/6/96				4.07	4.47	96.30
	7/9/96				4.50	4.90	95.87
	8/21/96				4.65	5.05	95.72
	11/28/97				4.75	5.15	95.62
	5/29/98				5.23	5.63	95.14
	8/25/98				6.12	6.52	94.25
	6/10/99				4.69	5.09	95.68
	1/31/00				6.76	7.16	93.61
	1/24/03				-3.82	4.22	96.55

\*Measured from the north rim of the top of well casing.

All measurements are presented in feet.

Benchmark: Elevations are referenced to a benchmark assigned an arbitrary elevation of 100.00 feet.

**TABLE 1 (Page 2 of 2)**  
**Groundwater Elevations - Existing Wells**  
**Former Phillips Spur Station Property**  
**Phillips, Wisconsin**

Well Number	Date	Total Well Depth	Top of Casing Elevation	Ground Surface Elevation	*Depth to Water Below Casing	Depth to Water Below Ground	Groundwater Elevation
MW-12	4/17/96		98.65	99.13	3.61	4.09	95.04
	6/6/96				3.60	4.08	95.05
	7/9/96				3.99	4.47	94.66
	8/21/96				4.10	4.58	94.55
	11/28/97				2.90	3.38	95.75
	5/29/98				4.15	4.63	94.50
	8/25/98				5.12	5.60	93.53
	6/10/99				3.92	4.40	94.73
	1/31/00				5.86	6.34	92.79
MW-14	4/17/96		100.12	100.41	4.26	4.55	95.86
	6/6/96				4.22	4.51	95.90
	7/9/96				4.72	5.01	95.40
	8/21/96				5.10	5.39	95.02
	11/28/97				4.20	4.49	95.92
	5/29/98				4.12	4.41	96.00
	8/25/98				5.56	5.85	94.56
	6/10/99				3.80	4.09	96.32
	1/31/00				6.70	6.99	93.42
MW-16	1/24/03	13.52	NM	NM	4.99		
PZ-1	1/24/03	39.98	NM	NM	7.04		
EX-1	4/17/96		98.88	99.28	2.68	3.08	96.20
	6/6/96				4.48	4.88	94.40
	7/9/96				NM	NM	NM
	8/21/96				3.90	4.30	94.98
	11/28/97				NM	NM	NM
	5/29/98				3.01	3.41	95.87
	8/25/98				4.43	4.83	94.45
	6/10/99				2.77	3.17	96.11
	1/31/00				4.22	4.62	94.66

\*Measured from the north rim of the top of well casing.

All measurements are presented in feet.

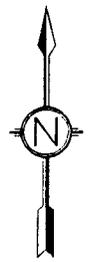
Benchmark: Elevations are referenced to a benchmark assigned an arbitrary elevation of 100.00 feet.

DIAGRAM SCALE

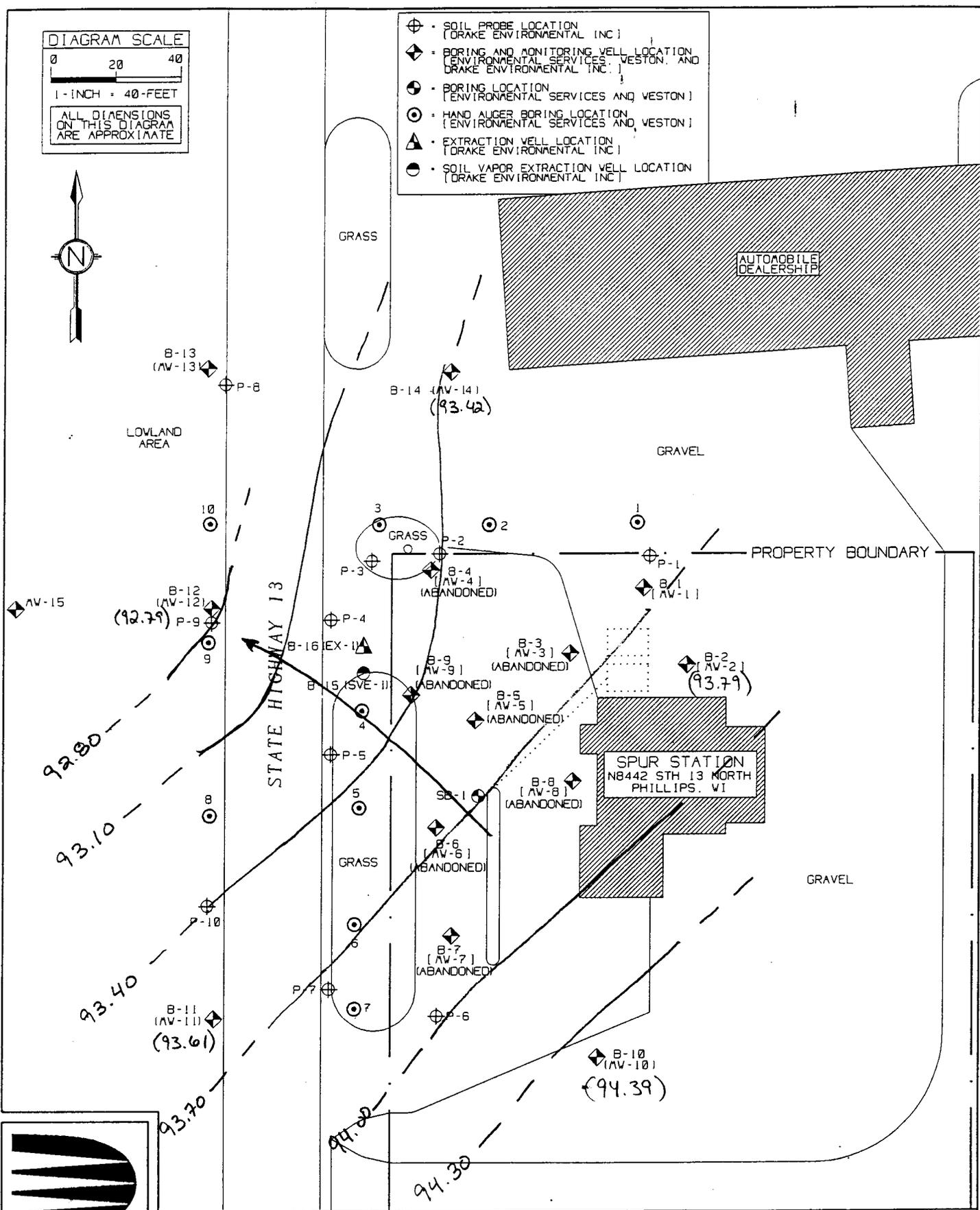
0 20 40

1-INCH = 40-FEET

ALL DIMENSIONS ON THIS DIAGRAM ARE APPROXIMATE



- ⊕ • SOIL PROBE LOCATION (DRAKE ENVIRONMENTAL INC)
- ◆ • BORING AND MONITORING WELL LOCATION (ENVIRONMENTAL SERVICES, VESTON, AND DRAKE ENVIRONMENTAL INC.)
- ⊙ • BORING LOCATION (ENVIRONMENTAL SERVICES AND VESTON)
- ⊖ • HAND AUGER BORING LOCATION (ENVIRONMENTAL SERVICES AND VESTON)
- ▲ • EXTRACTION WELL LOCATION (DRAKE ENVIRONMENTAL INC)
- ⊖ • SOIL VAPOR EXTRACTION WELL LOCATION (DRAKE ENVIRONMENTAL INC)

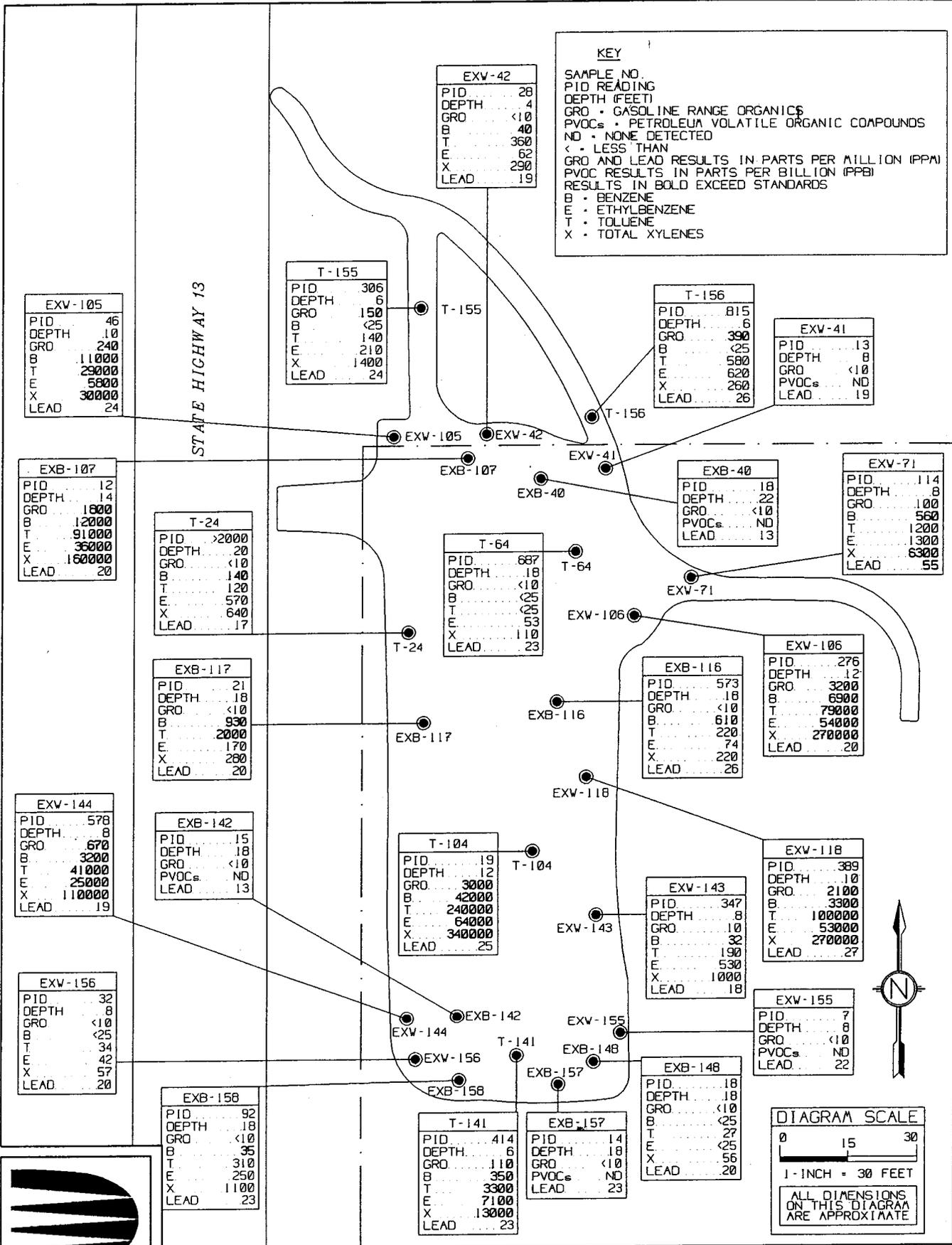


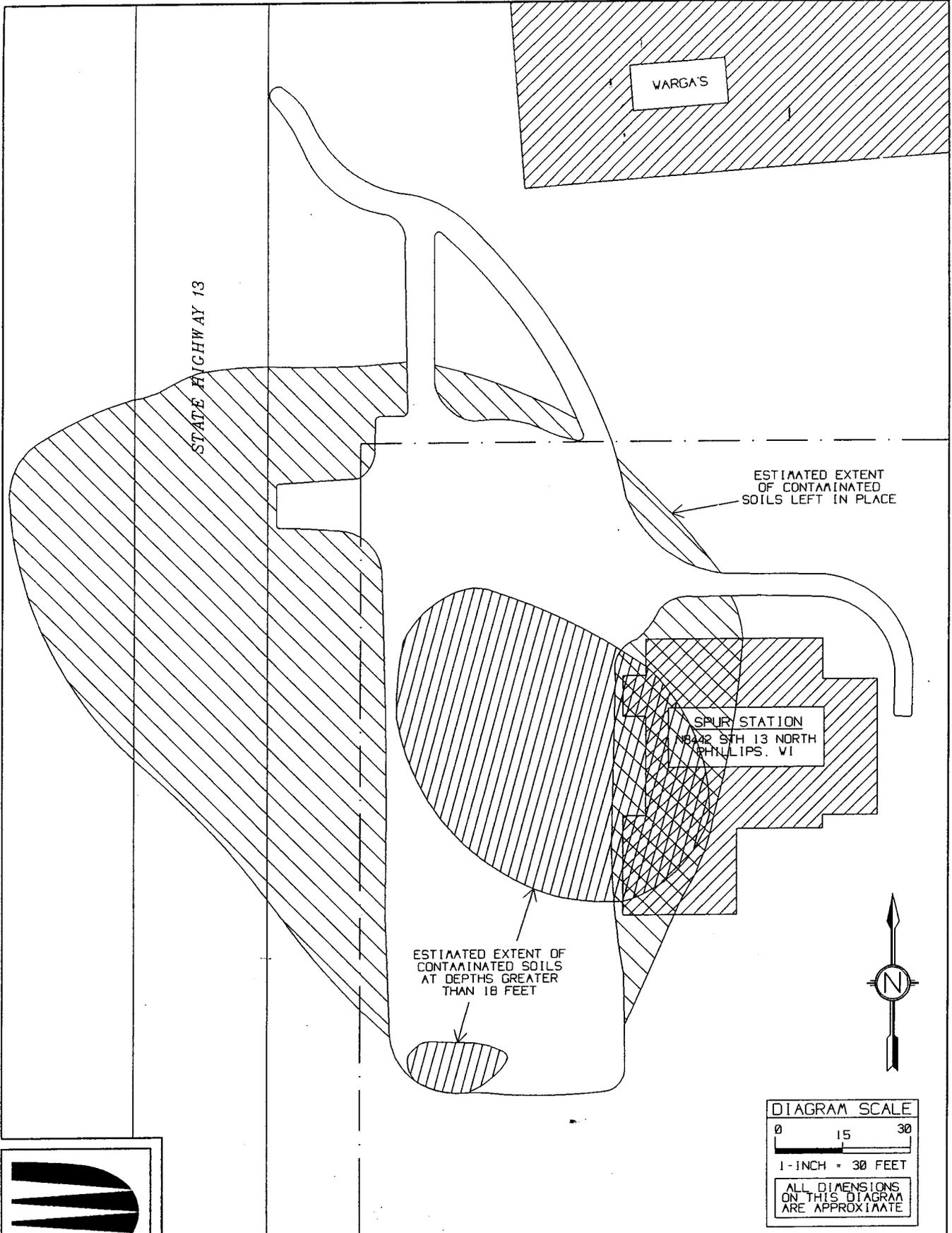
HENNINGFELD-PHILLIPS SPUR STATION REMEDATION	PROJECT NO. B93091   PM DWF	GROUNDWATER ELEVATION CONTOUR DIAGRAM 1-31-00	FIGURE 3
	DRAWN BY RJP DATE: 12/11/95		
	REVISED BY RV DATE: 10/20/99		
	APPRVD BY <i>DWF</i> DATE: 12-6-97		

**KEY**

SAMPLE NO.  
 PID READING  
 DEPTH (FEET)  
 GRO - GASOLINE RANGE ORGANICS  
 PVOCs - PETROLEUM VOLATILE ORGANIC COMPOUNDS  
 ND - NONE DETECTED  
 < - LESS THAN  
 GRO AND LEAD RESULTS IN PARTS PER MILLION (PPM)  
 PVOC RESULTS IN PARTS PER BILLION (PPB)  
 RESULTS IN BOLD EXCEED STANDARDS

B - BENZENE  
 E - ETHYLBENZENE  
 T - TOLUENE  
 X - TOTAL XYLENES



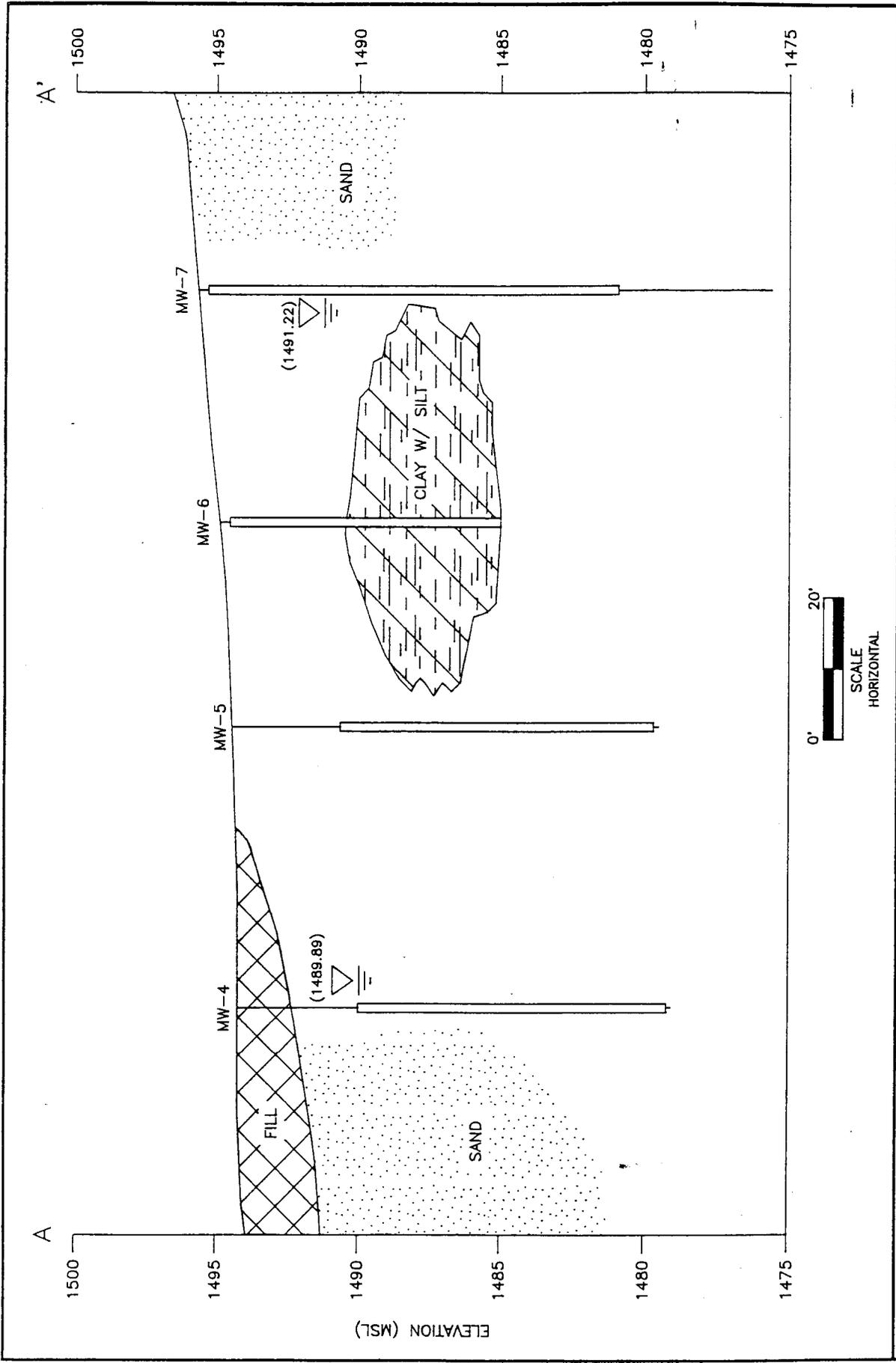


HENNINGFELD PROPERTY  
REMEDATION

PROJECT NO. B93091	PM DVF
DRAWN BY RV	REV: 10/20/99
CHKD BY <i>DVF</i>	DATE 12-6-99
APRVD BY <i>DVF</i>	DATE 12-6-99

CONTAMINATED SOILS  
LEFT IN PLACE  
DIAGRAM

FIGURE  
9



**WESTON**  
MANAGERS DESIGNERS/CONSULTANTS

Three Hawthorn Parkway  
Vernon Hills, Illinois  
60061

**FIGURE**  
4-1

**GENERALIZED SITE SOIL STRATIGRAPHY**  
PHILLIPS SPUR STATION  
Phillips, Wisconsin

I believe that the legal descriptions attached to this statement are complete and accurate.

Betty Henningfeld

November 14, 2003



Ralph & Holly Warga  
N8003 STH 13  
Phillips, WI 54555

RE: Off-Site Notification Letter Associated with the Former Phillips Spur Station in Phillips, Wisconsin — Drake Project No. B93091; BRRTS No. 03-51-000046; Commerce No. 54555-9702-92

Dear Mr. and Mrs. Warga:

On behalf of Ms. Betty Henningfeld, Drake Environmental, Inc. ("Drake") submits this letter to notify you of the presence of off-site groundwater impacts beneath your properties located at N8442 State Trunk Highway (STH) 13 and N8454 STH 13 in Phillips, Wisconsin. Groundwater impacts that appear to have originated on the property located at N8442 STH 13 (formerly owned by Ms. Henningfeld) are present beneath your properties. The levels of some petroleum volatile organic compounds (PVOCs) in the groundwater beneath your properties are above the state groundwater enforcement standards (ESs) found in chapter NR 140, Wisconsin Administrative Code. However, the sampling results appear to indicate that the groundwater plume is stable or receding and that it will naturally degrade over time. The Wisconsin Department of Natural Resources (DNR) typically relies upon remediation by natural attenuation (RNA) to complete cleanups of this nature to meet the requirements for case closure that are found in chapter NR 726, and chapter NR 746, Wisconsin Administrative Code. A request for closure has been submitted to the DNR so that they can determine whether they will accept RNA as an appropriate final remedy for this site and grant case closure. Closure means that no further investigation or cleanup action will be required at this time, other than reliance on RNA.

Since you did not cause or control the source of the groundwater impacts, neither you nor any subsequent owner of your property will be held responsible for investigation or cleanup of these groundwater impacts, as long as you and any subsequent owners 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.

6980 North Teutonia Avenue  
Milwaukee, WI 53209-2536  
(414) 351-1440  
1-800-853-8440  
Fax: (414) 351-1404

For further information on the requirements of section 292.13, Wisconsin Statutes, you may call 1-800-367-6076 for calls originating in Wisconsin, or 608-264-6020 if you are calling from out of state or within the Madison area, to obtain a copy of the DNR publication #RR-589, Fact Sheet 10: Guidance for Dealing with Properties Affected by Off-Site Contamination.

The DNR will not review the closure request for at least 30 days after the date of this letter. As an affected property owner, you have a right to contact the DNR to provide any technical information that you may have that indicates that closure should not be granted for this site. If you would like to submit any information to the DNR that is relevant to this closure request, you should mail that information to Mr. Chris Saari at the DNR, 2501 Golf Course Road, Ashland, Wisconsin 54806.

When this case is closed, all properties within the site boundaries where groundwater impacts exceed chapter NR 140 groundwater ESs will be listed on the DNR 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 concentrations above chapter NR 140 ESs were found at the time that the case was closed. This GIS Registry will be available to the general public on the DNR internet website. Please review the enclosed legal description of your property, and notify me within the next 30 days if the legal description is incorrect.

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 impacts. 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 DNR 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.

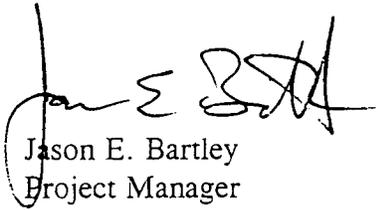
Once the DNR makes a decision on my closure request, it will be documented in a letter. When the DNR grants closure, you may obtain a copy of this letter by requesting a copy from the DNR at the address provided above, or by accessing the

GIS Registry on the internet at [www.dnr.state.wi.us/org/at/pt/geo/gwur](http://www.dnr.state.wi.us/org/at/pt/geo/gwur). A copy of the closure letter is included as part of the site file on the GIS Registry.

If you need more information, you may contact me at (414) 351-1440, or you may contact Mr. Chris Saari at the DNR at (715) 685-2920.

Respectfully,

*DRAKE ENVIRONMENTAL, INC.*



Jason E. Bartley  
Project Manager

cc: Mr. Chris Saari - Wisconsin Department of Natural Resources

attachments

B93091CH

November 14, 2003



Mr. Ken Haines  
722 S. Lake Avenue  
Phillips, WI 54555

RE: Off-Site Notification Letter Associated with the Former Phillips Spur Station in  
Phillips, Wisconsin — Drake Project No. B93091; BRRTS No. 03-51-000046;  
Commerce No. 54555-9702-92

Dear Mr. Haines:

On behalf of Ms. Betty Henningfeld, Drake Environmental, Inc. ("Drake") submits this letter to notify you of the presence of off-site groundwater impacts beneath your property located across State Trunk Highway (STH) 13 from the property located at N8442 STH 13 in Phillips, Wisconsin. Groundwater impacts that appear to have originated on the property located at N8442 STH 13 (formerly owned by Ms. Henningfeld) are present beneath your property. The benzene concentrations in the groundwater beneath your property are above the state groundwater enforcement standards (ESs) found in chapter NR 140, Wisconsin Administrative Code. However, the sampling results appear to indicate that the groundwater plume is stable or receding and that it will naturally degrade over time. The Wisconsin Department of Natural Resources (DNR) typically relies upon remediation by natural attenuation (RNA) to complete cleanups of this nature to meet the requirements for case closure that are found in chapter NR 726, and chapter NR 746, Wisconsin Administrative Code. A request for closure has been submitted to the DNR so that they can determine whether they will accept RNA as an appropriate final remedy for this site and grant case closure. Closure means that no further investigation or cleanup action will be required at this time, other than reliance on RNA.

Since the source of the groundwater impacts is not on your property, neither you nor any subsequent owner of your property will be held responsible for investigation or cleanup of these groundwater impacts, as long as you and any subsequent owners 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.

6980 North Teutonia Avenue  
Milwaukee, WI 53209-2536  
(414) 351-1440  
1-800-853-8440  
Fax: (414) 351-1404

For further information on the requirements of section 292.13, Wisconsin Statutes, you may call 1-800-367-6076 for calls originating in Wisconsin, or 608-264-6020 if you are calling from out of state or within the Madison area, to obtain a copy of the DNR publication #RR-589, Fact Sheet 10: Guidance for Dealing with Properties Affected by Off-Site Contamination.

The DNR will not review the closure request for at least 30 days after the date of this letter. As an affected property owner, you have a right to contact the DNR to provide any technical information that you may have that indicates that closure should not be granted for this site. If you would like to submit any information to the DNR that is relevant to this closure request, you should mail that information to Mr. Chris Saari at the DNR, 2501 Golf Course Road, Ashland, Wisconsin 54806.

When this case is closed, all properties within the site boundaries where groundwater impacts exceed chapter NR 140 groundwater ESs will be listed on the DNR 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 concentrations above chapter NR 140 ESs were found at the time that the case was closed. This GIS Registry will be available to the general public on the DNR internet website. Please review the enclosed legal description of your property, and notify me within the next 30 days if the legal description is incorrect.

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 impacts. 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 DNR 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.

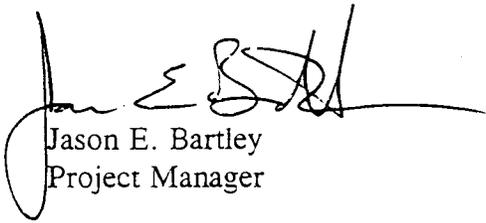
Once the DNR makes a decision on my closure request, it will be documented in a letter. When the DNR grants closure, you may obtain a copy of this letter by requesting a copy from the DNR at the address provided above, or by accessing the

DNR GIS Registry on the internet at [www.dnr.state.wi.us/org/at/et/geo/gwur](http://www.dnr.state.wi.us/org/at/et/geo/gwur). A copy of the closure letter is included as part of the site file on the GIS Registry.

If you need more information, you may contact me at (414) 351-1440, or you may contact Mr. Chris Saari at the DNR at (715) 685-2920.

Respectfully,

*DRAKE ENVIRONMENTAL, INC.*



Jason E. Bartley  
Project Manager

cc: Mr. Chris Saari - Wisconsin Department of Natural Resources

attachment

B93091CI

November 14, 2003



Mr. Bill Knaack  
Highway Commissioner  
Price County Highway Department  
Post Office Box 169  
Phillips, WI 54555

RE: Off-Site Notification Letter Associated with the Former Phillips Spur Station in Phillips, Wisconsin — Drake Project No. B93091; BRRTS No. 03-51-000046; Commerce No. 54555-9702-92

Dear Mr. Knaack:

On behalf of Ms. Betty Henningfeld, Drake Environmental, Inc. ("Drake") submits this letter to notify you of the presence of off-site groundwater impacts beneath the right-of way of the section of State Trunk Highway (STH) 13 located adjacent to the property located at N8442 STH 13 in Phillips, Wisconsin. Groundwater impacts that appear to have originated on the property located at N8442 STH 13 (formerly owned by Ms. Henningfeld) are present beneath the right-of-way. The concentrations of some petroleum volatile organic compounds (PVOCs) in the groundwater beneath the right-of-way are above the state groundwater enforcement standards (ESs) found in chapter NR 140, Wisconsin Administrative Code. However, the sampling results appear to indicate that the groundwater plume is stable or receding and that it will naturally degrade over time. The Wisconsin Department of Natural Resources (DNR) typically relies upon remediation by natural attenuation (RNA) to complete cleanups of this nature to meet the requirements for case closure that are found in chapter NR 726, and chapter NR 746, Wisconsin Administrative Code. A request for closure has been submitted to the DNR so that they can determine whether they will accept RNA as an appropriate final remedy for this site and grant case closure. Closure means that no further investigation or cleanup action will be required at this time, other than reliance on RNA.

Since you did not cause or control the source of the groundwater impacts, the County will not be held responsible for investigation or cleanup of these groundwater impacts, as long as the County complies with the requirements of section 292.13, Wisconsin

6980 North Teutonia Avenue  
Milwaukee, WI 53209-2536  
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1-800-853-8440  
Fax: (414) 351-1404

Statutes, including allowing access to the right-of-way 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 DNR.

Once the DNR makes a decision on the closure request, it will be documented in a letter. When the DNR grants closure, you may obtain a copy of this letter by requesting a copy from the DNR, or by accessing the DNR GIS Registry on the internet at [www.dnr.state.wi.us/org/at/et/geo/gwur](http://www.dnr.state.wi.us/org/at/et/geo/gwur). A copy of the closure letter is included as part of the site file on the GIS Registry.

If you need more information, you may contact me at (414) 351-1440, or you may contact Mr. Chris Saari at the DNR at (715) 685-2920.

Respectfully,

*DRAKE ENVIRONMENTAL, INC.*



Jason E. Bartley  
Project Manager

cc: Mr. Chris Saari - Wisconsin Department of Natural Resources

B93091CJ

November 14, 2003



Ms. Sharlene TeBeest  
Wisconsin Department of Transportation  
Bureau of Environment  
P.O. Box 7965  
Madison, WI 53707-7965

RE: Off-Site Notification Letter Associated with the Former Phillips Spur Station in  
Phillips, Wisconsin — Drake Project No. B93091; BRRTS No. 03-51-000046;  
Commerce No. 54555-9702-92

Dear Ms. TeBeest:

On behalf of Ms. Betty Henningfeld, Drake Environmental, Inc. ("Drake") submits this letter to notify you of the presence of off-site groundwater impacts beneath the right-of-way of the section of State Trunk Highway (STH) 13 located adjacent to the property located at N8442 STH 13 in Phillips, Wisconsin. Groundwater impacts that appear to have originated on the property located at N8442 STH 13 (formerly owned by Ms. Henningfeld) are present beneath the right-of-way. The concentrations of some petroleum volatile organic compounds (PVOCs) in the groundwater beneath the right-of-way are above the state groundwater enforcement standards (ESs) found in chapter NR 140, Wisconsin Administrative Code. However, the sampling results appear to indicate that the groundwater plume is stable or receding and that it will naturally degrade over time. The Wisconsin Department of Natural Resources (DNR) typically relies upon remediation by natural attenuation (RNA) to complete cleanups of this nature to meet the requirements for case closure that are found in chapter NR 726, and chapter NR 746, Wisconsin Administrative Code. A request for closure has been submitted to the DNR so that they can determine whether they will accept RNA as an appropriate final remedy for this site and grant case closure. Closure means that no further investigation or cleanup action will be required at this time, other than reliance on RNA.

Once the DNR makes a decision on the closure request, it will be documented in a letter. When the DNR grants closure, you may obtain a copy of this letter by requesting a copy from the DNR, or by accessing the DNR GIS Registry on the internet

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at [www.dnr.state.wi.us/org/at/et/geo/gwur](http://www.dnr.state.wi.us/org/at/et/geo/gwur). A copy of the closure letter is included as part of the site file on the GIS Registry.

If you need more information, you may contact me at (414) 351-1440, or you may contact Mr. Chris Saari at the DNR at (715) 685-2920.

Respectfully,

*DRAKE ENVIRONMENTAL, INC.*



Jason E. Bartley  
Project Manager

cc: Mr. Chris Saari - Wisconsin Department of Natural Resources

B93091CK

Notification of Contamination within the Right of Way

City: Phillips

County: Price

Right-of-way(s): STH 13

Site Name: Henningfeld Property

Site Address: N8442 STH 13, Phillips, Wisconsin, 54555

BRRTS Number: 03-51-000046

PECFA Number: 54555-9702-92

FID Number:

Owner's Name: Ralph and Holly Warga

Responsible Party Name: Betty Henningfeld

Owner's Contact: Betty Henningfeld

Owner's Address: W8079 S. U.S. Hwy 2, No. 49, Iron Mountain, Michigan 49801

Consulting Firm: Drake Environmental, Inc.

Consultant Contact: Jason Bartley

Consultant Address: 6980 North Teutonia Avenue, Milwaukee, WI 53209

Consultant Phone, Fax and E-mail: (414) 351-1440, (414) 351-1404,  
jbartley@drakeenviro.com

Soil contamination? No (all below groundwater)

Depth to contaminated soil: NA

Vertical extent of contaminated soil: (e.g. from \_\_six\_\_ feet to \_\_ten\_\_ feet below ground surface)

Groundwater contamination? Yes

Depth to water table: approximately 4 feet

Describe the type(s) of contamination present: Gasoline

Brief summary of cleanup activity: Excavation and groundwater monitoring with remediation by natural attenuation for closure.