

GIS REGISTRY

Cover Sheet

May, 2009
(RR 5367)

Source Property Information

BRRTS #:

ACTIVITY NAME:

PROPERTY ADDRESS:

MUNICIPALITY:

PARCEL ID #:

CLOSURE DATE:

FID #:

DATCP #:

COMM #:

*WTM COORDINATES:

X: Y:

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

WTM COORDINATES REPRESENT:

Approximate Center Of Contaminant Source

Approximate Source Parcel Center

Please check as appropriate: (BRRTS Action Code)

Contaminated Media:

Groundwater Contamination > ES (236)

Contamination in ROW

Off-Source Contamination

*(note: for list of off-source properties
see "Impacted Off-Source Property")*

Soil Contamination > *RCL or **SSRCL (232)

Contamination in ROW

Off-Source Contamination

*(note: for list of off-source properties
see "Impacted Off-Source Property")*

Land Use Controls:

N/A (Not Applicable)

Soil: maintain industrial zoning (220)

*(note: soil contamination concentrations
between non-industrial and industrial levels)*

Structural Impediment (224)

Site Specific Condition (228)

Cover or Barrier (222)

*(note: maintenance plan for
groundwater or direct contact)*

Vapor Mitigation (226)

Maintain Liability Exemption (230)

*(note: local government or economic
development corporation)*

Monitoring Wells:

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

Yes No N/A

** Residual Contaminant Level*

***Site Specific Residual Contaminant Level*

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

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

BRRTS #: 02-11-547678

PARCEL ID #: 11004795.A

ACTIVITY NAME: Petro Truck Stop

WTM COORDINATES: X: 560586 Y: 335120

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

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

SOURCE LEGAL DOCUMENTS

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

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

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

- Location Map:** A map outlining all properties within the contaminated site boundaries on a U.S.G.S. topographic map or plat map in sufficient detail to permit easy location of all parcels. If groundwater standards are exceeded, include the location of all potable wells within 1200 feet of the site.
Note: Due to security reasons municipal wells are not identified on GIS Packet maps. However, the locations of these municipal wells must be identified on Case Closure Request maps.
Figure #: **Title: Site Location Map, Petro Truck Stop**
- Detailed Site Map:** A map that shows all relevant features (buildings, roads, individual property boundaries, contaminant sources, utility lines, monitoring wells and potable wells) within the contaminated area. This map is to show the location of all contaminated public streets, and highway and railroad rights-of-way in relation to the source property and in relation to the boundaries of groundwater contamination exceeding a ch. NR 140 Enforcement Standard (ES), and/or in relation to the boundaries of soil contamination exceeding a Residual Contaminant Level (RCL) or a Site Specific Residual Contaminant Levels (SSRCL) as determined under s. NR 720.09, 720.11 and 720.19.
Figure #: 2 Title: Soil Boring Map
- Soil Contamination Contour Map:** For sites closing with residual soil contamination, this map is to show the location of all contaminated soil and a single contour showing the horizontal extent of each area of contiguous residual soil contamination that exceeds a Residual Contaminant Level (RCL) or a Site Specific Residual Contaminant Level (SSRCL) as determined under s. NR 720.09, 720.11 and 720.19.
Figure #: 3 Title: Approximate Extent of Soil Contamination

BRRTS #: 02-11-547678

ACTIVITY NAME: Petro Truck Stop

MAPS (continued)

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

Figure #: 4 Title: Geologic Cross Section

Figure #: Title:

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

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

Figure #: Title:

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

Figure #: Title:

Figure #: Title:

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

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

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

Table #: 1 & 2 Title: OVM Soil Screening and Soil Sample Analytical Results

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

Table #: Title:

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

Table #: Title:

IMPROPERLY ABANDONED MONITORING WELLS

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

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

- Not Applicable**

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

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

Figure #: Title:

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

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

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

BRRTS #: 02-11-547678

ACTIVITY NAME: Petro Truck Stop

NOTIFICATIONS

Source Property

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

Off-Source Property

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

- Letter To "Off-Source" Property Owners:** Copies of all letters sent by the Responsible Party (RP) to owners of properties with groundwater exceeding an Enforcement Standard (ES), and to owners of properties that will be affected by a land use control under s. 292.12, Wis. Stats.
Note: Letters sent to off-source properties regarding residual contamination must contain standard provisions in Appendix A of ch. NR 726.

Number of "Off-Source" Letters:

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

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

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



August 25, 2008

Mr. George Goetz
Goetz Companies Inc
PO Box 489
Portage, WI 53901

RE: **Final Closure**

Commerce # 53901-0489-96-B DNR BRRS # 02-11-547678
Petro Truck Stop, I90/94 & Hwy 78 S, Portage

Dear Mr. Gotez:

The Wisconsin Department of Commerce (Commerce) has received all items required as conditions for closure of the site referenced above. This site is now listed as "closed" on the Commerce database and will be included on the Department of Natural Resources (DNR) Geographic Information System (GIS) Registry of Closed Remediation Sites to address residual soil and groundwater contamination. To review the sites on the GIS Registry web page, visit <http://dnr.wi.gov/org/aw/rr/gis/index.htm>. If you intend to construct or reconstruct a potable well on this property, you must get prior DNR approval.

All current and future owners and occupants of the property need to be aware that excavation of the contaminated soil may pose a direct contact hazard and as a result special precautions may be needed to prevent inhalation, ingestion or dermal contact with the residual contamination when it is removed. If soil 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 must determine whether the material would be considered solid or hazardous waste and ensure that any storage, treatment or disposal is in compliance with applicable State regulations and standards.

Depending on site-specific conditions, construction over contaminated materials may result in vapor migration into enclosed structures or along newly placed underground utility lines. The potential for vapor inhalation and mitigation should be evaluated when planning any future redevelopment, and measures should be taken to ensure the continued protection of public health, safety, welfare and the environment at the site.

Costs for sampling and excavation activities conducted after case closure are not eligible for PECFA reimbursement. However, if it is determined that any undisturbed remaining petroleum contamination poses a threat, the case may be reopened and further investigation or remediation may be required. If this case is reopened, any original claim under the PECFA fund would also reopen and you may apply for assistance to the extent of remaining eligibility.

Thank you for your efforts to bring this case to closure. If you have any questions, please contact me in writing at the letterhead address or by telephone at (608) 266-0593.

Sincerely,

A handwritten signature in black ink, appearing to read "Brian F. Taylor". The signature is fluid and cursive, with a large loop at the end.

Brian F. Taylor
Senior Hydrogeologist
Site Review Section

cc: Thomas Culp, Bt2 Inc



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
Jack L. Fischer, A.I.A., Secretary

November 28, 2007

Mr. Greg Goetz
Goetz Companies Inc
PO Box 489
Portage, WI 53901

RE: **Conditional Case Closure**

Commerce # 53901-0489-96-B DNR BRRTS # 02-11-547678
Petro Truck Stop, I90/94 & Hwy 78 S, Portage

Dear Mr. Goetz:

The Wisconsin Department of Commerce (Commerce) has reviewed the Progress Report prepared by your consultant, Bt2 Inc, for the site referenced above. It is understood that residual soil contamination remains on site. 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.

The following condition must be satisfied to obtain final closure:

- All monitoring wells must be properly abandoned. The appropriate documentation must be forwarded to the letterhead address.

This letter serves as your written notice of "no further action." Timely filing of your final PECFA claim (if applicable) is encouraged. If your 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.

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) 266-0593.

Sincerely,

A handwritten signature in black ink, appearing to read "Brian F. Taylor". The signature is fluid and cursive, with a large loop at the end.

Brian F. Taylor
Senior Hydrogeologist
Site Review Section

cc: Richard Joslin, Bt2 Inc

Documents for GIS Registry Packet

- 1. Copies of Most Recent Deeds - Attached**
- 2. Copy of Certified Survey Map - Attached**
- 3. Parcel Identification Number – 11004 795.A**
- 4. Geographic Position**
E = 560586
N = 335120
- 5. Location Map**
Figure 1
- 6. Table of Most Recent Analytical Results**
Table 1 - OVM Soil Screening Readings
Table 2 - Soil Sample Analytical Results
- 7. Isoconcentration Map**
Not Applicable
- 8. Table of Water Level Elevation Measurements**
Not Applicable
- 9. Groundwater Flow Direction Map**
Not Applicable
- 10. Residual Soil Contamination Map**
Figure 3 - Approximate Extent of Soil Contamination
- 11. Geologic Cross Section**
Figure 4 - Geologic Cross Section A – A'
- 12. Statement Signed by the Responsible Party - Attached**
- 13. Copy of Letters sent by RP**
Not Applicable
- 14. Copy of Written notification provided to City of Baraboo**
Not Applicable
- 15. List of Addresses For All Off-Source Properties**
Not Applicable

445323

CRANE WARRANTY DEED

This Deed, made between DONALD E. CRANE and LARRY D. CRANE

Grantor, G. A. PARTNERSHIP, a General Partnership consisting of James B. Goetz, James J. Goetz, and Gregory T. Goetz

Grantee, Witnesseth, That the said Grantor, for a valuable consideration of \$1.00 and other valuable considerations conveys to Grantee the following described real estate in Columbia County, State of Wisconsin:

Two Parcels identified as "Parcel D" and "Parcel F," which parcels are more particularly described on the reverse side hereof.

A portion of Parcel D is subject to the terms of that certain "Easement and Agreement For Shared Wastewater Treatment Plant" dated October 18, 1985 and recorded in the Columbia County Registry as Document No. 445322. The portion of Parcel D subject to said Agreement is identified as Parcel E in the Schedule of Real Estate Descriptions annexed to said Agreement.

TRANSFER
360.00
FEE

This is not homestead property.

Together with all and singular the hereditaments and appurtenances thereunto belonging; And Donald E. Crane and Larry D. Crane warrants that the title is good, indefeasible in fee simple and free and clear of encumbrances except public roads and easements or restrictions of record; and except general and special taxes for 1985 and subsequent years.

and will warrant and defend the same.

Dated this 18th day of October, 1985

Signatures of Donald E. Crane and Larry D. Crane with (SEAL) notations.

AUTHENTICATION

Signature(s) of Donald E. Crane and Larry D. Crane authenticated this 18th day of October, 1985. Nicholas J. Loniello, TITLE: MEMBER STATE BAR OF WISCONSIN (If not authorized by § 706.06, Wis. Stats.)

ACKNOWLEDGMENT

STATE OF WISCONSIN County. Personally came before me this day of 1985 the above named to me known to be the person who executed the foregoing instrument and acknowledge the same. Notary Public County, Wis. My Commission is permanent. (If not, state expiration date: 19...)

THIS INSTRUMENT WAS DRAFTED BY Atty. Nicholas J. Loniello Madison, WI 53713 (Signatures may be authenticated or acknowledged. Both are not necessary.)

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

MORTGAGE

(To be used for: loans over \$25,000; loans \$25,000 or less and first lien; or other non-consumer act transactions)

THIS SPACE RESERVED FOR RECORDING DATA

DONALD E. CRANE and LARRY D. CRANE

mortgages to James B. Goetz and Jack Cardwell, as tenants in common

STATE OF WISCONSIN } ss
COLUMBIA COUNTY }

to secure payment of One Hundred Fifty Thousand Dollars (\$ 150,000.00)

Recorded this 25th day of Oct. 1988 at 8:00 AM
Marian Robinson

evidenced by a note or notes bearing an even date executed by mortgagors to

RETURN TO
Nicholas J. Loniello
206 E. Olin Avenue
Madison, WI 53713

Mortgagee, and any extensions, and renewals and modifications of the note(s) and refinancings of any such indebtedness on any terms whatsoever (including increases in interest) and the payment of all other sums, with interest, advanced to protect the security of this Mortgage, the following property, together with the rents, profits, fixtures and other appurtenant interests (all called "Property"), in Columbia County, State of Wisconsin:

Tax Parcel No:

Same as real estate described in the annexed Addendum to Mortgage.

1. This is not homestead property.

2. This is not a purchase money mortgage.

3. MORTGAGOR'S COVENANTS.

(a) COVENANT OF TITLE. Mortgagor warrants title to the Property, except restrictions and easements of record, if any and except none.

(b) TAXES. Mortgagor promises to pay when due all taxes and assessments levied on the Property or upon Mortgagee's interest in it and to deliver to Mortgagee on demand receipts showing such payment.

(c) INSURANCE. Mortgagor shall keep the improvements on the Property insured against a loss or damage occasioned by fire, extended coverage perils and such other hazards as Mortgagee may require, through insurers approved by Mortgagee in such amounts as Mortgagee shall require, but Mortgagee shall not require coverage in an amount more than the balance of the debt without co-insurance, and Mortgagor shall pay the premiums when due. The policies shall contain the standard mortgage clause in favor of Mortgagee and, unless Mortgagee otherwise agrees in writing, the original of all policies covering the Property shall be deposited with Mortgagee. Mortgagor shall promptly give notice of loss to insurance companies and Mortgagee. Unless Mortgagor and Mortgagee otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided the Mortgagee deems the restoration or repair to be economically feasible.

(d) OTHER COVENANTS. Mortgagor covenants not to commit waste nor suffer waste to be committed on the Property, to keep the Property in good condition and repair, to keep the Property free from liens superior to the lien of this Mortgage, and to comply with all laws ordinances and regulations affecting the Property. Mortgagor shall pay when due all indebtedness which may be or become secured at any time by a mortgage or other lien on the Property superior to this Mortgage and any failure to do so shall constitute a default under this Mortgage.

4. DEFAULT AND REMEDIES. Mortgagor agrees that time is of the essence with respect to payment of principal and interest when due and in the performance of any of the covenants and promises of the Mortgagor contained herein or in the note(s) secured hereby. In the event of default, Mortgagee may, at his option and subject to the notice provisions of this Mortgage, declare the whole amount of the unpaid principal and accrued interest due and payable and collect it in a suit at law or by foreclosure of this Mortgage by action or advertisement or by the exercise of any other remedy available at law or equity, and Mortgagee may sell the Property at public sale and give deeds of conveyance to the purchasers pursuant to the statutes.

5. NOTICE. Unless otherwise provided in the note(s) secured by this Mortgage, prior to any acceleration (other than under paragraph 12) Mortgagee shall mail notice to Mortgagor specifying: (a) the default; (b) the action required to cure the default; (c) a date, not less than 15 days from the date the notice is mailed to Mortgagor by which date the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration.

6. EXPENSES AND ATTORNEYS' FEES. In case of default, whether abated or not, all costs and expenses including reasonable attorneys' fees and expenses of title evidence to the extent not prohibited by law shall be added to the principal become due as incurred, and in the event of foreclosure, be included in the judgment.

CLOSURE WITHOUT DEFICIENCY. Mortgagor agrees to the provisions of Section 846.101 and 846.103(2), of the Wisconsin Statutes, as may apply to the property and as may be amended, permitting Mortgagee in the event of foreclosure to waive the right to judgment for deficiency and to hold the foreclosure sale within the time provided in such applicable action.

8. LIMITATION ON PERSONAL LIABILITY. Unless a Mortgagor is obligated on the note or notes secured by this Mortgage, the Mortgagor shall not be liable for any breach of covenants contained in this Mortgage.

9. RECEIVER. Upon default or during the pendency of any action to foreclose this Mortgage, Mortgagor consents to the appointment of a receiver of the Property, including homestead interest, to collect the rents, issues, and profits of the Property, during the pendency of such an action, and such rents, issues, and profits when so collected, shall be held and applied as the court shall direct.

10. WAIVER. Mortgagee may waive any default without waiving any other subsequent or prior default by Mortgagor.

11. MORTGAGEE MAY CURE DEFAULTS. In the event of any default by Mortgagor of any kind under this Mortgage or any note(s) secured by this Mortgage, Mortgagee may cure the default and all sums paid by Mortgagee for such purpose shall immediately be repaid by Mortgagor with interest at the rate then in effect under the note secured by this Mortgage and shall constitute a lien upon the Property.

12. CONSENT REQUIRED FOR TRANSFER. Mortgagor shall not transfer, sell or convey any legal or equitable interest in the Property (by deed, land contract, option, long-term lease or in any other way) without the prior written consent of Mortgagee, unless either the indebtedness secured by this Mortgage is first paid in full or the interest conveyed is a mortgage or other security interest in the Property, subordinate to the lien of this Mortgage. The entire indebtedness under the note(s) secured by this Mortgage shall become due and payable in full, at the option of Mortgagee without notice, upon any transfer, sale or conveyance made in violation of this paragraph.

13. ASSIGNMENT OF RENTS: Mortgagor hereby transfers and assigns absolutely to Mortgagee, as additional security, all rents, issues and profits which become or remain due (under any form of agreement for use or occupancy of the Property or any portion thereof), or which were previously collected and remain subject to Mortgagor's control, following any default under this Mortgage or the note(s) secured hereby and delivery of notice of exercise of this assignment by Mortgagee to the tenant or other user(s) of the Property. This assignment shall be enforceable with or without appointment of a receiver and regardless of Mortgagee's lack of possession of the Property.

Dated this 18th day of October, 1985.
Donald E. Crane (Mortgagor) (SEAL) _____ (Mortgagee) (SEAL)
DONALD E. CRANE
Larry D. Crane (Mortgagor) (SEAL) _____ (Mortgagee) (SEAL)
LARRY D. CRANE

AUTHENTICATION
of Donald E. Crane and
Signature(s) _____
Larry D. Crane _____

authenticated this 18th day of October, 1985

Nicholas J. Loniello
* NICHOLAS J. LONIELLO

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

THIS INSTRUMENT WAS DRAFTED BY
Atty. Nicholas J. Loniello
Madison, Wisconsin

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

ACKNOWLEDGMENT
STATE OF WISCONSIN }
_____ County. } ss.
Personally came before me this _____ day of _____, 19____ the above named _____

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

* _____
Notary Public _____ County, Wis.
My Commission is permanent. (If not, state expiration date: _____, 19____.)

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

ADDENDUM TO MORTGAGE

Mortgagor: Donald E. Crane and Larry D. Crane
Mortgagee: James B. Goetz and Jack Cardwell
Date: October 18, 1985

The mortgaged real estate is described as follows:

The Southwest Quarter of the Northwest Quarter (SW 1/4 NW 1/4); the Northwest Quarter of the Southwest Quarter (NW 1/4 SW 1/4); the parts of the Southeast Quarter of the Northwest Quarter (SE 1/4 NW 1/4) and the Northeast Quarter of the Southwest Quarter (NE 1/4 SW 1/4) lying West of Highway I-90-94, and Highway 78 Interchange, all of the above containing One Hundred (100) acres more or less, in Section Twenty-five (25), Township Twelve (12) North, Range Eight (8) East, Columbia County, State of Wisconsin; excepting therefrom the 3.89 acres of land previously conveyed for highway purposes by quit claim deed recorded in Volume 147 of Records at Page 484, as Document #371831, Columbia County Registry.

EXCEPT: (a) Parcel C herein described; and (b) A strip, belt or piece of land 33 feet wide and described as follows: The East 879.36 feet of the South 33 feet of the NW 1/4 of the SW 1/4 of Section 25, T 12 N, R 8 E, lying Westerly of the centerline of Kinney Road. The 879.36 feet is measured along the North line of said strip.

EXCEPT THE FOLLOWING PARCELS C, D, AND F:

PARCEL C:

Part of the Southwest 1/4 of Section 25, Town 12 North, Range 8 East; Town of Caledonia, Columbia County, Wisconsin, described as follows:

Commencing at the southwest corner of said Section 25; thence North along the West line of said Section 25 to the Northwest corner of the Southwest 1/4 of the Southwest 1/4 (1/16 corner); thence South 89 degrees, 47 minutes East along the North line of the Southwest 1/4 of the Southwest 1/4 (1/16 line), 509.20 feet; thence North 33.00 feet to the Point of Beginning; thence South 89 degrees, 47 minutes East, 879.36 feet; to the centerline of Kinney Road and a point of curve; thence along the centerline of Kinney Road, on a curve to the left with a radius of 553.84 feet, along a chord bearing of North 17 degrees, 50 minutes, 40 seconds East, a distance of 286.43 feet; thence along a tangent North 2 degrees, 51 minutes, 30 seconds, East 605.40 feet to a point of curve; thence following the centerline of Kinney Road, on a curve to the right with a radius of 670.00 feet, along a chord bearing North 11 degrees, 24 minutes, 10 seconds East, a distance of 197.78 feet; thence continuing along the centerline of Kinney Road, on a tangent North 19 degrees, 56 minutes, 50 seconds East, 45.29 feet; thence leaving the centerline of Kinney Road North 89 degrees, 47 minutes West, 1051.88 feet; thence South, 1114.40 feet to the point of beginning. Subject to Kinney Road.

The above described parcel of land contains 25.034 acres including the right-of-way of Kinney Road.

SUBJECT TO and together with that certain easement agreement recorded in the Columbia County Registry on January 30, 1985 in Volume 279 of Records at Pages 332 - 340 as Document No. 439870.

PARCEL D:

Part of the Northeast Quarter of the Southwest Quarter (NE 1/4 SW 1/4 lying west of Highway I.H. 90/94 and S.T.H. 78 Interchange and lying east of Kinney Road, in Section Twenty-five (25), Township Twelve (12) North, Range Eight (8) East, Columbia County, State of Wisconsin; excepting therefrom the 3.89 acres of land previously conveyed for highway purposes by quit claim deed recorded in Volume 147 of Records at Page 484, as Document #371831, Columbia County Registry.

ALSO: Parts of the Southeast Quarter of the Northwest Quarter (SE 1/4 NW 1/4) lying west of Highway I.H. 90/94 and S.T.H. 78 Interchange and lying east of Kinney Road, in Section Twenty-five (25), Township Twelve (12) North, Range Eight (8) East, Columbia County, State of Wisconsin; excepting therefrom the 3.89 acres of land previously conveyed for highway purposes by quit claim deed recorded in Volume 147 of Records at Page 484, as Document #371831, Columbia County Registry, and excepting therefrom the Northerly 300 feet.

PARCEL F:

Part of the Northeast Quarter of the Southwest Quarter and the Southeast Quarter of the Northwest Quarter of Section 25, T12N, R8E, Town of Caledonia, Columbia County, Wisconsin, described as:

Commencing at the Southwest Corner of said Section 25; thence North along the West line of said Section to the Northwest Corner of the Southwest Quarter of the Southwest Quarter (Sixteenth Corner); thence S 89°-47'-00" E along the North line of the Southwest Quarter of the Southwest Quarter (Sixteenth Line) 509.20 feet; thence North 33 feet; thence S 89°-47'-00"E 879.36 feet to a point on the Centerline of Kinney Road; thence along the Centerline of Kinney Road along the arc of a 553.84 foot radius curve concave to the West whose long chord bears N17°-50'-40" E 286.43 feet; thence continuing on the Centerline of Kinney Road N 02°-51'-30" E 605.40 feet; thence along the arc of a 670.00 foot radius curve concave to the East whose long chord bears N11°-24'-10" E 197.78 feet; thence N19°-56'-50" E 45.29 feet to the point of beginning; thence N 19°-50'-50" E 212.76 feet; thence leaving the Centerline of Kinney Road N89°-47'-00"W 1124.47 feet; thence South 200.00 feet; thence S 89°-47'-00"W 1051.88 feet to the point of beginning.

Said parcel contains 5.000 acres, more or less, including 33 feet of Town Road right-of-way.

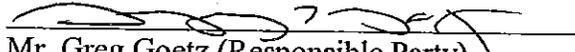
R191.5

**RESPONSIBLE PARTY AFFIRMATION OF PROPERTY DESCRIPTIONS
PETRO TRUCK STOP
190-94 AT STH 78, PORTAGE, WI**

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

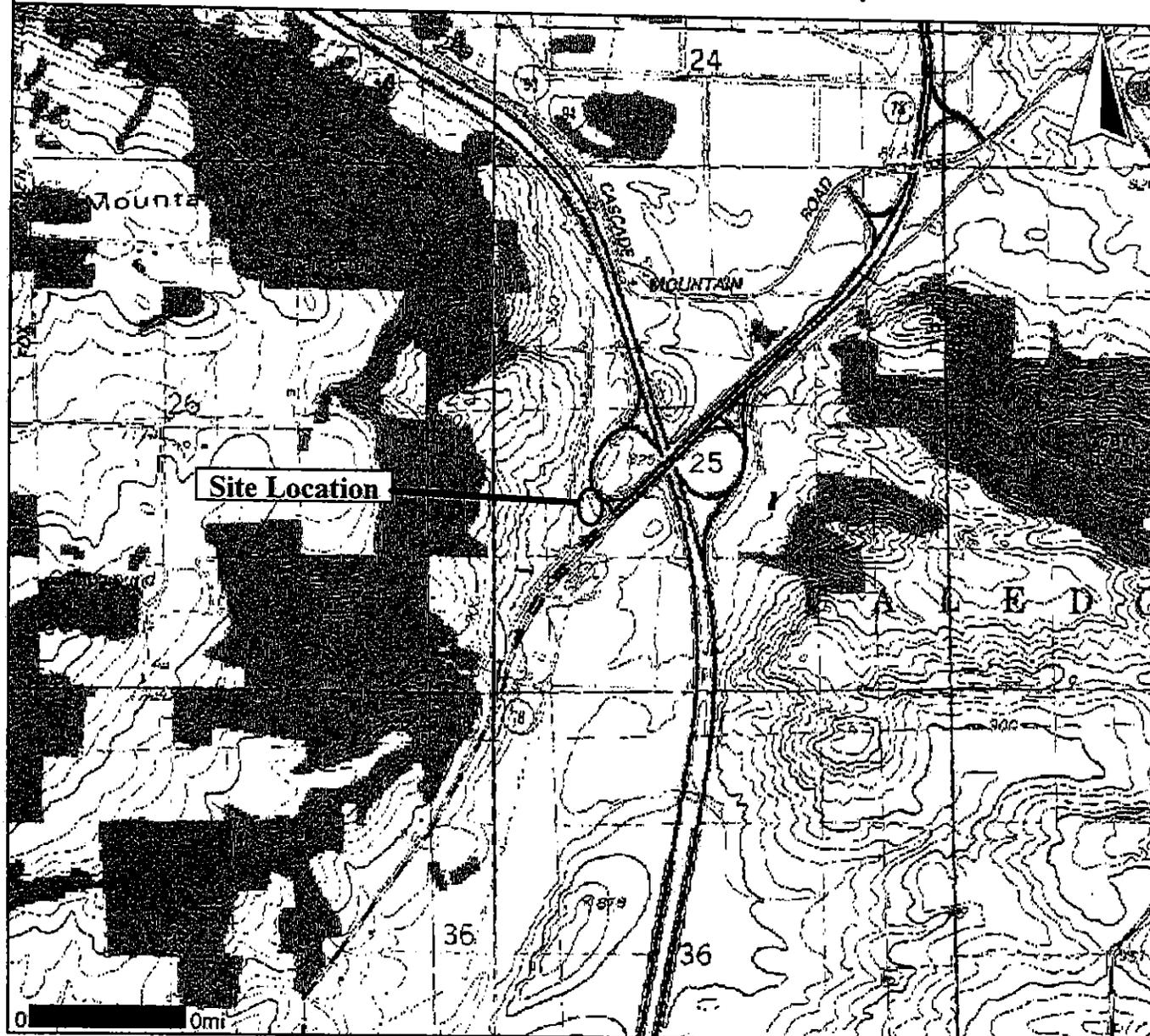
I hereby affirm the following:

1. I believe that legal descriptions for all of the properties within or partially within the contaminated site's boundaries that have soil contamination exceeding generic residual contaminant levels as determined under ss. NR 720.09, 720.11 and 720.19, and/or groundwater contamination exceeding the enforcement standards as determined under ss. NR 140 at the time that case closure was requested, other than public street or highway rights-of-way or railroad rights-of-way, have been submitted to the agency with administrative authority for the site, either as an attachment to the site investigation report or as part of the GIS registry attachment to the case close out report.


Mr. Greg Goetz (Responsible Party)

8-2-2006
(Date)

Figure 1 - Site Location Map, Petro Stop



Legend

- County Boundaries
- Civil Towns
- Civil Town
- 24K Open Water
- Cities and Villages
- Village
- City

Scale: 1:18,764

DO NOT USE FOR NAVIGATION

SCALES

B6

B7

B8

B4

B3

B1

B2

TRENCH

B5

FUEL DISPENSER ISLAND

LEGEND

- SOIL BORING LOCATION
- ▲ SOIL SAMPLE LOCATION

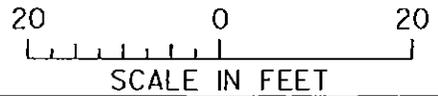
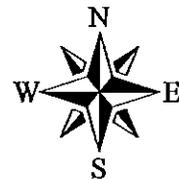


FIGURE 2

SOIL BORING LOCATION MAP
 PETRO STOP SITE
 190/94, PORTAGE, WI



TRANSPORTATION • MUNICIPAL
 DEVELOPMENT • ENVIRONMENTAL
 1330 South Broadway Baraboo, WI 53913
 608-356-2771 1-800-362-4365 Fax: 608-356-2770
 © MSA PROFESSIONAL SERVICES

DRAWN BY ALH	DATE 7-20-06	SHEET of
CHECKED BY	SCALE	FILE NO. 213292AB

BUILDING

FILE NO. 213292AB
 9:05:35 AM
 G:\Projects\213292\213292.dwg

SCALES

APPROXIMATE EXTENT OF RESIDUAL SOIL CONTAMINATION

DRO=ND
B6

DRO=ND
B8

B7
DRO=610

B4
DRO=4600

DRO=1400
B3

B1
DRO=5200

B5
DRO=ND

TRENCH

FUEL DISPENSER ISLAND

LEGEND

- SOIL BORING LOCATION
- ▲ SOIL SAMPLE LOCATION

NOTE:
DRO = DIESEL RANGE
ORGANICS CONCENTRATIONS
IN MG/KG

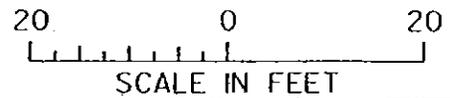


FIGURE 3

APPROXIMATE EXTENT
OF SOIL CONTAMINATION
PETRO STOP SITE
190/94, PORTAGE, WI

MSA

TRANSPORTATION • MUNICIPAL
DEVELOPMENT • ENVIRONMENTAL
1230 South Boulevard, Baraboo, WI 53913
608-336-2771 1-800-363-4565 Fax: 608-336-2770
© MSA PROFESSIONAL SERVICES

DRAWN BY ALH

DATE 7-20-06

SHEET OF

CHECKED BY

SCALE

FILE NO.

213292AC

BUILDING

08/27/06 10:00 AM 13/27/06 10:00 AM

Table 1
OVM Soil Screening Readings
Petro Stop, I90/94, Portage, WI

Depth Interval	B1	B2	B3	B4	B5	B6	B7	B8
0-2			0					
2-4	520	664	566	270	0	0	0	0
4-6	258		377		1		1	
6-8		316	419	41	0	0	153	0
8-10	8						574	
10-12	3	0	7	564	0	0	9	0
12-14		EOB 12			0			
14-16	15		1	462	0	0	49	0
16-20	EOB 16		EOB 15	781	0	0	7	0
20-22				EOB 20.5	0	EOB 19.5	EOB 20	0
					EOB 22			EOB 22

Notes: OVM instrument readings calibrated with 250 ppm Isobutylene.
Blank spaces indicates no recovery.
EOB = end of boring in ft below ground surface

TABLE 2
Soil Sample Analytical Results
Petro Stop, 19094, Portage, WI

Analyte	Depth (ft bgs)	Sampling Date								DRO	
			Benzene	Ethyl- benzene	Toluene	m & p- Xylenes	o- Xylenes	1,2,4- TMB	1,3,5- TMB		MTBE
NR 720 GRCLS			0.0055	2.9	1.5	4.1	4.1				100
NR 746 Table 1 SSLs			8.5	4.6	38	42	42	83	11		
NR 746 Table 2 Direct Contact			1.1								
B1	7-8	3/17/2006	<0.025	<0.025	<0.025	0.043	0.037	0.34	0.09	<0.025	12
B1	10-12	3/17/2006	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<2.5
B1	14-16	3/17/2006	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<2.1
B2	7-8	3/17/2006	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<2.2
B2	10-12	3/17/2006	<0.025	<0.025	0.18	0.11	<0.025	<0.025	<0.025	<0.025	<2.5
Trench	6	5/1/2006	<0.5	12	5.5	45	26	57	43	<0.9	5200
B3	2-4	6/13/2006	<0.1	4.9	1.9	17	11	35	14	<0.18	1400
B3	12-15	6/13/2006	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<2.1
B4	10-12	6/13/2006	<0.1	5.4	1.9	15	10	32	13	<0.18	4000
B4	20-20.5	6/13/2006	<0.1	8.8	3.2	24	16	41	18	<0.18	4600
B5	6-7	6/13/2006	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<2.1
B5	19-22	6/13/2006	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<2.0
B6	16-19.5	6/13/2006	<0.025	<0.025	0.046	<0.025	<0.025	<0.025	<0.025	<0.025	<2.1
B7	8-10	6/13/2006	<0.025	8.3	1.9	25	16	52	22	<0.45	610
B7	18-20	6/13/2006	<0.025	<0.025	0.033	<0.025	<0.025	<0.025	<0.025	<0.025	<0.21
B8	20-22	6/13/2006	<0.025	<0.025	0.045	<0.025	<0.025	<0.025	<0.025	<0.025	<0.20

Analyte	Sampling Date	1-Methyl	2-Methyl	Acenaph	Acenaph	Anthra-	Benzo(a)	Benzo(a)	Benzo(b)	Benzo(g,h,i)
		Naphthalene	Naphthalene	thene	thylene	cene	anthracene	pyrene	fluoranthene	perylene
Guidance GRCLS Direct Contact		70000/1100	70000/600	60000/900	360/18	300000/5000	3.9/0.0888	0.39/0.088	3.9/0.088	39/1.8
Guidance GRCLS Groundwater		23	20	38	0.7	3000	17	48	360	6800
B1	7-8	3/17/2006	<0.0073	<0.0073	<0.0061	<0.0061	<0.0012	<0.0012	<0.0012	<0.0012
B1	10-12	3/17/2006	<0.0063	<0.0063	<0.0052	<0.0052	<0.001	<0.001	<0.001	<0.001
B1	14-16	3/17/2006	<0.0063	<0.0063	<0.0052	<0.0052	<0.001	<0.001	<0.001	<0.001
B2	7-8	3/17/2006	<0.0067	<0.0067	<0.0056	<0.0056	<0.0011	<0.0022	0.0063	0.0077
B2	10-12	3/17/2006	<0.0075	<0.0075	<0.0062	<0.0062	<0.0012	0.0035	0.0016	0.002
Trench	6	5/1/2006	<0.13	17	<0.11	<0.11	0.77	<0.022	<0.022	<0.022
B3	2-4	6/13/2006	<0.13	8.1	3.1	<0.11	0.54	0.31	<0.021	<0.021
B3	12-15	6/13/2006	<0.062	<0.062	<0.0052	<0.0052	<0.001	<0.001	<0.001	<0.001
B4	10-12	6/13/2006	<0.35	13	5.2	<0.29	0.82	<0.058	<0.058	<0.058
B4	20-20.5	6/13/2006	<0.13	3.8	1.4	<0.1	0.23	0.18	<0.021	<0.021
B5	19-22	6/13/2006	<0.0061	<0.0061	<0.0051	<0.0051	<0.001	<0.001	<0.001	<0.001
B6	16-19.5	6/13/2006	<0.0063	<0.0063	<0.0052	<0.0052	<0.001	<0.001	<0.001	<0.001
B7	8-10	6/13/2006	<0.13	7	2.5	<0.11	0.45	<0.022	<0.022	<0.022
B7	18-20	6/13/2006	<0.0063	<0.0063	<0.0052	<0.0052	<0.001	<0.001	<0.001	<0.001
B8	20-22	6/13/2006	<0.0061	<0.0061	<0.0051	<0.0051	<0.001	<0.001	<0.001	<0.001

Analyte	Sampling Date	Benzo(k)	Chrysene	Dibenzo(a,h)	Fluoranthene	Fluorene	Indeno(1,2,-	Naph-	Phenan-	Pyrene
		fluoranthene		anthracene			cd)pyrene	thalene	threne	
Guidance GRCLS Direct Contact		39/0.88	390/8.8	0.39/0.0088	40000/600	40000/600	3.9/0.088	110/20	390/18	30000/500
Guidance GRCLS Groundwater		870	37	38	500	100	680	0.4	1.8	8700
B1	7-8	3/17/2006	<0.0012	<0.0012	<0.0036	<0.0012	<0.0024	<0.0012	<0.013	<0.0012
B1	10-12	3/17/2006	<0.001	<0.001	<0.0031	<0.001	<0.0021	<0.001	<0.012	<0.001
B1	14-16	3/17/2006	<0.001	<0.001	<0.0031	<0.001	<0.0021	<0.001	<0.012	<0.001
B2	7-8	3/17/2006	0.0021	<0.0011	0.0065	<0.0011	<0.0022	0.0036	<0.012	<0.0011
B2	10-12	3/17/2006	<0.0012	<0.0012	<0.0037	<0.0012	<0.0025	0.0019	<0.014	<0.0012
Trench	6	5/1/2006	<0.022	<0.022	<0.066	1.3	0.73	<0.022	2.9	1.8
B3	2-4	6/13/2006	<0.021	<0.021	<0.064	1.1	0.54	<0.021	1.4	<0.021
B3	12-15	6/13/2006	<0.001	<0.001	<0.0031	<0.001	<0.0021	<0.001	<0.011	<0.001
B4	10-12	6/13/2006	<0.058	<0.058	<0.18	0.72	0.88	<0.058	2.4	1.5
B4	20-20.5	6/13/2006	<0.021	<0.021	<0.063	0.26	0.28	<0.021	0.48	<0.021
B5	19-22	6/13/2006	<0.001	<0.001	<0.0031	<0.001	<0.0020	<0.001	<0.011	<0.001
B6	16-19.5	6/13/2006	<0.001	<0.001	<0.0031	<0.001	<0.0021	<0.001	<0.011	<0.001
B7	8-10	6/13/2006	<0.022	<0.022	<0.067	0.46	0.47	<0.022	1	0.88
B7	18-20	6/13/2006	<0.001	<0.001	<0.0031	<0.001	<0.0021	<0.001	<0.011	<0.001
B8	20-22	6/13/2006	<0.001	<0.001	<0.0031	<0.001	<0.0020	<0.001	<0.011	<0.001

Notes: Concentrations in mg/Kg
 GRCLS = NR 720 generic residual contaminant levels
 GRCLS for PAHs are from WDNR Interim Guidance, Publication RR-519-97
 SSLs = Soil Screen Levels
 Bold numbers indicated concentrations exceeding the GRCLS, SSLs or the NR 746 Table 2 values
 GRCLS with "P" indicate the GRCLS for industrial property and residential properties, respectively.



Photo 1 – This photo shows the concrete area beneath the canopy, with the trench covered with plywood, facing west on June 13, 2006. The cones indicate the location of B3 (forefront) and B5 (background).



Photo 2 – This photo shows the northern most dispenser island and the locations of the borings B4, B6, and B7. The photo was taken on June 13, 2006, facing west.