

GIS REGISTRY
Cover Sheet

March, 2010
(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" form)
- Soil Contamination > *RCL or **SSRCL (232)**
 Contamination in ROW
 Off-Source Contamination
(note: for list of off-source properties see "Impacted Off-Source Property" form)

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 unit or economic development corporation was directed to take a response action)

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.].

BRRS #: 03-57-241298 PARCEL ID #: 146-0294-00000
ACTIVITY NAME: Luszcak Property WTM COORDINATES: X: 537448 Y: 345914

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.)
- Continuing Obligation Cover Letter** (for property owners affected by residual contamination and/or continuing obligations)
- 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 11 x 17 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**
- 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 #: **Title: Site Layout 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 #: **Title: Soil Plume Map**

BRRTS #: 03-57-241298

ACTIVITY NAME: Luszcak Property

MAPS (continued)

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

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

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 Contamination Map January 7, 2010**

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

Figure #: 5 Title: **Water Table Contours August 19, 2002**

Figure #: 4 Title: **Water Table Contours September 3, 2002**

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

Tables must be no larger than 11 x 17 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 #: 2 Title: **Analytical Soil Sample Results, Soil Excavation Data Table**

- 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: **Groundwater Analytical Results Summary**

- 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: **Watertable Elevation Table**

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: **Site Layout Map**

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

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

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

BRRTS #: 03-57-241298

ACTIVITY NAME: Luszczak Property

NOTIFICATIONS

Source Property

Not Applicable

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.

Not Applicable

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: 2

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: 2



January 5, 2011

Mr. Harold Nelson
E12250 CTH W
Baraboo WI 53913

Subject: Final Case Closure with Continuing Obligations for Luszcak Property Case, 584 Dells Parkway, Lake Delton, WI; Sauk County; WDNR BRRS Activity #03-57-241298

Dear Mr. Nelson:

On November 29, 2010, the South Central 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. On December 1, 2010, you were notified that the Closure Committee had granted conditional closure to this case. On December 13, 2010, the Department received documentation indicating that you have complied with the requirement for final closure, which was groundwater monitoring well abandonment.

The Department reviewed the case closure request regarding the petroleum contamination in soil and groundwater at this site. Based on the correspondence and data provided, it appears that your case meets the closure requirements in ch. NR 726, Wisconsin Administrative Code. The Department considers this case closed and no further investigation or remediation is required at this time. However, you and future property owners must comply with certain continuing obligations as explained in this letter.

GIS Registry

This site will be listed on the Remediation and Redevelopment Program's internet-accessible GIS Registry, to provide notice of residual contamination and of any continuing obligations. The continuing obligations for this site are summarized below:

- Residual soil contamination exists that must be properly managed should it be excavated or removed
- Pavement must be maintained over contaminated soil and the Department must approve any changes to this barrier
- Groundwater contamination is present above Chapter NR 140 enforcement standards
- Three monitoring wells were not located and must be properly abandoned if found.

All site information, including the maintenance plan, is also on file at the Department's South Central Region office at 3911 Fish Hatchery Road, Fitchburg, Wisconsin. This letter and information that was submitted with your closure request application, including the maintenance plan, will be included on the GIS Registry in a PDF attachment. To review the sites on the GIS Registry web page, visit the RR Sites Map page at <http://dnr.wi.gov/org/aw/rr/gis/index.htm>. If the 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 must be completed and submitted to the DNR Drinking and Groundwater program's regional water supply specialist. This form can

be obtained on-line at <http://dnr.wi.gov/org/water/dwg/3300254.pdf> or at the web address listed above for the GIS Registry.

Closure Conditions

Please be aware that, pursuant to s. 292.12 Wisconsin Statutes, compliance with the requirements of this letter is a responsibility to which you and any subsequent property owners must adhere. You must pass on both the information about these continuing obligations and the maintenance plan to the next property owner or owners. 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. The Department intends to conduct inspections in the future to ensure that the conditions required in this letter, including compliance with attached maintenance plans, are met.

Residual Soil Contamination

Residual soil contamination remains under the existing pavement on the property northeast, east, and southeast of the building, as indicated on the attached map ("Area of Unsaturated Soil Contamination...") and in the information submitted to the Department of Natural Resources. If soil in the specific locations described above is excavated in the future, then pursuant to ch. NR 718 or, if applicable, ch. 289, Stats., and chs. 500 to 536, 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 have to determine whether the material is 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 must be aware that excavation of the contaminated soil may pose an inhalation or other direct contact hazard and, as a result, special precautions may have to be taken to prevent a direct contact health threat to humans.

Cover or Barrier

Pursuant to s. 292.12(2)(a), Wis. Stats., the pavement or other impervious cap that currently exists on the property, as shown on the map that is included with the attached maintenance plan, shall be maintained in compliance with the plan to minimize the infiltration of water and prevent additional groundwater contamination that would violate the groundwater quality standards in ch. NR 140, Wis. Adm. Code.

The attached maintenance plan and inspection log are to be kept up-to-date and on-site. Please submit the inspection log to the Department only upon request.

Prohibited Activities

The following activities are prohibited on any portion of the property where pavement is required as shown on the map included with the maintenance plan, unless prior written approval has been obtained from the Wisconsin Department of Natural Resources: 1) removal of the existing barrier; 2) replacement with another barrier; 3) excavating or grading of the land surface; 4) filling on capped or paved areas; 5) plowing for agricultural cultivation; and 6) construction or placement of a building or other structure. If Department approval to replace the existing barrier is issued, the replacement barrier must be one of similar permeability, until contaminant levels no longer exceed the applicable standards.

Residual Groundwater Contamination

Groundwater impacted by petroleum contamination greater than enforcement standards set forth in ch. NR140, Wis. Adm. Code, is present both on and adjacent to this contaminated property, as shown on the attached map (note the areas of Department enforcement standards (ES) and preventive action limits (PAL) exceedances). Off-source property owners have also been notified of the presence of groundwater contamination.

Monitoring Wells That Could Not Be Properly Abandoned

On October 27, 2008, your consultant (Jason Powell of METCO) notified the Department that monitoring wells MW-5, P-5, and MP-6, located on Village of Lake Delton right-of-way on the northeast side of Wisconsin Dells Parkway (USH 12), shown on the attached map, could not be properly abandoned because they were missing due to apparently being covered and possibly damaged during sidewalk construction activities. Your consultant has made a reasonable effort to locate these wells but has been unsuccessful in those efforts. You must understand that in the future you may be held liable for any problems associated with any of these three monitoring wells if they create a conduit for contaminants to enter groundwater. If, in the future, any of the groundwater monitoring wells are found, the then current owner of the property on which the well is located will be required to notify the Department, to properly abandon the wells in compliance with the requirements in ch. NR 141, Wis. Adm. Code, and to submit the required documentation of that abandonment to the Department.

Post-Closure Notification Requirements

In accordance with ss. 292.12 and 292.13, Wis. Stats., you must notify the Department before making changes that affect or relate to the conditions of closure in this letter. For this case, examples of changing conditions requiring prior notification include, but are not limited to:

- Disturbance, construction on, change or removal, in whole or part, of pavement that must be maintained over contaminated soil
- One or more monitoring wells that were not located are found and properly abandoned.

Please send written notifications in accordance with the above requirements to: Environmental Program Associate, Remediation & Redevelopment Program, South Central Region, 3911 Fish Hatchery Road, Fitchburg, WI, 53711.

PECFA Reimbursement

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 DNR fact sheet, RR-819, "Continuing Obligations for Environmental Protection" has been included with this letter, to help explain a property owner's responsibility for continuing obligations on their property. If the fact sheet is lost, you may obtain a copy at <http://dnr.wi.gov/org/aw/rr/archives/pubs/RR819.pdf>.

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.

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 Hank Kuehling at 608.275.3286 or harlan.kuehling@wisconsin.gov

Sincerely,

A handwritten signature in cursive script that reads "Linda Hanefeld".

Linda Hanefeld, Team Supervisor
South Central Region Remediation & Redevelopment Program

Attachments

cc: Jason Powell – METCO (via e-mail)
Brian Taylor – PECFA Site Review Section (via e-mail)

PAVEMENT COVER AND BUILDING BARRIER MAINTENANCE PLAN

November 12, 2010

Luszczak Property

Property Located at:

584 Wisconsin Dells Parkway, Lake Delton, WI 53940

WDNR BRRTS # 03-57-241298

See attached deed for legal description (Exhibit A).

Parcel # 146-0294-00000

Introduction

This document is the Maintenance Plan for a pavement cover (concrete and asphalt) and building barrier at the above-referenced property in accordance with the requirements of s. NR 724.13(2), Wisconsin Administrative Code. The maintenance activities relate to the existing building and other paved surfaces occupying the area over the contaminated soil and groundwater on the property. The contaminated soil and groundwater is impacted by GRO, Benzene, Ethylbenzene, Naphthalene, Toluene, Trimethylbenzene, Xylene, and Lead. The location of the paved surfaces and building to be maintained in accordance with this Maintenance Plan, as well as the impacted soil plume, are identified in the attached map (Exhibit B).

Cover Purpose

The paved surfaces and building foundation over the contaminated soil and groundwater serves as a barrier to prevent direct human contact with residual soil contamination that might otherwise pose a threat to human health. These paved surfaces and building foundation also act as a partial infiltration barrier to minimize future soil to groundwater contamination migration that would violate the groundwater standards in ch. NR140, Wisconsin Administrative Code. Based on the current and future use of the property, the barrier should function as intended unless disturbed.

Annual Inspection

The paved surfaces and building foundation overlying the contaminated soil and groundwater as depicted in Exhibit B will be inspected once a year, normally in the spring after all snow and ice is gone, for erosion and other potential problems that can cause exposure to the underlying contaminated soils or additional infiltration into groundwater. The inspections will be performed to evaluate erosion due to settling, runoff, and other factors. Any area where the underlying contaminated soils have become or are likely to become exposed will be documented. A log of the inspections and any repairs will be maintained by the property owner and is included as Exhibit C, Cap

Inspection Log. The log will include recommendations for necessary repair of any areas where underlying soils are exposed. Once repairs are completed, they will be documented in the inspection log.

Maintenance Activities

If problems are noted during the annual inspections or at any other time during the year, repairs will be scheduled as soon as practical. Repairs can include patching and filling operations or they can include larger resurfacing or construction operations. In the event that necessary maintenance activities expose the underlying soil, the owner must inform maintenance workers of the direct contact exposure hazard and provide them with appropriate personal protection equipment ("PPE"). The owner must also sample any soil that is excavated from the site or property prior to disposal to ascertain if contaminants remain. The soil must be treated, stored and disposed of by the owner in accordance with applicable local, state and federal law.

In the event the paved surfaces or building foundation overlying the contaminated soil is removed or replaced, the replacement barrier must be, at a minimum, equal in thickness as the original cover. Any replacement barrier will be subject to the same maintenance and inspection guidelines as outlined in this Maintenance Plan unless indicated otherwise by the WDNR or its successor.

The property owner, in order to maintain the integrity of the paved surfaces and building foundation, will maintain a copy of this Maintenance Plan on-site and make it available to all interested parties (i.e. on-site employees, contractors, future property owners, etc.) for viewing.

Amendment or Withdrawal of Maintenance Plan

This Maintenance Plan can be amended or withdrawn by the property owner and its successors with the written approval of WDNR.

Contact Information November 2010

Site or Property Owner and Operator:

Harold Nelson
E12250 County Rd. W
Baraboo, WI 53913

Consultant: Jason T. Powell
METCO
1421 State Road 16
La Crosse WI, 54601
(608) 781-8879

WDNR: Hank Kuehling
WDNR South Central Region
3911 Fish Hatchery Road
Madison, WI 53711
(608) 275-3286

Exhibit A

State Bar of Wisconsin Form 11-2003
LAND CONTRACT
(TO BE USED FOR NON-CONSUMER ACT TRANSACTIONS)

DOC# 906355

Recorded
MAY 03, 2006 AT 08:30AM

Document Number

Document Name

CONTRACT, by and between John Luszczyk
("Vendor," whether one or more),
and Harry J. Nelson and Debra J. Nelson, 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 real estate, together with the rents, profits, fixtures and other appurtenant interests ("Property"), in Sauk County, State of Wisconsin, more particularly described as follows:

A parcel of land located in the Southwest Quarter of the Southeast quarter (SW 1/4 SE 1/4) and the Southeast Quarter of the Southeast Quarter (SE 1/4 SE 1/4) of Section Twenty-one (21), Township Thirteen (13) North, Range Six (6) East, Village of Lake Delton, Sauk County, Wisconsin, which is bounded by a line described as follows:

Commencing at a point on the Westerly right-of-way line of U.S. Highway 12, said point being North 9° 41' West, 1385 feet from the Southeast corner of the SW 1/4 SE 1/4, said Section 21; thence South 39° 55' East, 237 feet along the Westerly right-of-way of U.S. Highway 12 to the point of beginning of this description; thence continuing South 39° 55' East along the Westerly right-of-way 36.2 feet; thence South 2° 10' East, 8 feet along said highway right-of-way; thence South 39° 55' East, 133.5 feet along said right-of-way; thence South 50° 05' West, 120 feet; thence North 39° 55' West, 175 feet; thence North 50° 05' East, 125 feet to the point of beginning.

Purchaser agrees to purchase the Property and to pay to Vendor at 8934 County Road H, Wisconsin Dells, WI 53965 the sum of \$350,000.00 in the following manner:

- (a) \$11,800.00 at the execution of this Contract; and
- (b) the balance of \$338,200.00, together with interest from the date hereof on the balance outstanding from time to time at the rate of 6.00% per annum until paid in full as follows: See amortization schedule attached hereto as Exhibit 1.

provided the entire outstanding balance shall be paid in full on or before 04-01-2011 ("Maturity Date"). Payments shall be applied first to interest on the unpaid balance at the rate specified and then to principal.

CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NO OPTION IS CHOSEN, OPTION A SHALL APPLY:

- A. Any amount may be prepaid without premium or fee upon principal at any time.
- B. Any amount may be prepaid without premium or fee upon principal at any time after .
- C. There may be no prepayment of principal without written permission of Vendor.

CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NEITHER IS CHOSEN, OPTION A SHALL APPLY:

- A. Any prepayment shall be applied to principal in the inverse order of maturity and shall not delay the due dates or change the amount of the remaining payments until the unpaid balance of principal and interest is paid in full.

REGISTRAR'S OFFICE
SAUK COUNTY, WI
RECEIVED FOR RECORD
Fee Amount: \$11.80
Transfer Fee: \$1.25

Recording Area

Name and Return Address

Helland Law Offices
P.O. Box 86
Wisconsin Dells, WI 53965

EWV

146-0294-00000
Parcel Identification Number (PIN)

This is not homestead property.
(is) (is not)
This is not a purchase money mortgage.
(is) (is not)

- B. 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 specified above; provided that monthly payments shall continue in the event of credit of any proceeds of insurance or condemnation, the condemned premises being thereafter excluded from this Contract.

Purchaser shall pay prior to delinquency all taxes and assessments levied on the Property at the time of the execution of this Contract and thereafter, and 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 amount of the full replacement value of the improvements on the Property. Purchaser shall pay the insurance premiums when due. The policies shall contain the standard clause in favor of Vendor's interest, and evidence of such policies covering the Property shall be provided to 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 Vendor deems the restoration or repair to be economically feasible.

- A Purchaser is required to pay Vendor amounts sufficient to pay reasonably anticipated taxes, assessments, and insurance premiums as part of Purchaser's regular payments [CHECK BOX AT LEFT IF APPLICABLE].

Purchaser shall not commit waste nor allow waste to be committed on the Property, keep the Property in good tenantable condition and repair, and free from liens superior to the lien of this Contract, and comply with all laws, ordinances and regulations affecting the Property. If a repair required of Purchaser relates to an insured casualty, Purchaser shall not be responsible for performing such repair if Vendor does not make available to Purchaser the insurance proceeds therefor.

Vendor agrees that if the purchase price with interest is fully paid and all conditions fully performed as specified herein, Vendor will execute and deliver to Purchaser a Warranty Deed in fee simple of the Property, free and clear of all liens and encumbrances, except those created by the act or default of Purchaser, and:

CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NO OPTION IS CHOSEN, OPTION A SHALL APPLY:

- A. Purchaser states that Purchaser is satisfied with the title as shown by the title evidence submitted to Purchaser for examination, at the time of execution of this Contract.
- B. Purchaser states that the following exceptions set forth in the title evidence submitted to Purchaser for examination, at the time of execution of this Contract, are unsatisfactory to Purchaser: _____
- C. No title evidence was provided prior to execution of this Contract.

CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NEITHER IS CHOSEN, OPTION A SHALL APPLY:

- A. Purchaser agrees to pay the cost of future title evidence.
- B. Vendor agrees to pay the cost of future title evidence.

Purchaser shall be entitled to take possession of the Property on execution of Land Contract.

Time is of the essence as to all provisions hereunder.

Purchaser agrees that in the event of a default in the payment of principal or interest which continues for a period of 31 days following the due date or a default in performance of any other obligation of Purchaser which continues for a period of 31 days following written notice thereof by Vendor (delivered personally or mailed by certified mail), the entire outstanding balance under this contract shall become immediately due and payable at Vendor's option and without notice (which Purchaser hereby waives), and Vendor may singly, alternatively or in combination: (i) terminate this Contract and either recover the Property through strict foreclosure or have the Property sold by foreclosure sale; in either event, with a period of redemption, in the court's discretion, to be conditioned

on full payment of the entire outstanding balance, with interest thereon from the date of default and other amounts due hereunder (failing which all amounts previously paid by Purchaser shall be forfeited as liquidated damages for failure to fulfill this Contract and as rental for the Property); (ii) sue for specific performance of this Contract; (iii) sue for the unpaid purchase price or any portion thereof; (iv) 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; (v) have Purchaser ejected from possession of the Property and have a receiver appointed to collect any rents, issues or profits; or (vi) pursue any other remedy available in law or equity. An election of any of the foregoing remedies shall only be binding on Vendor if and when pursued in litigation. All costs and expenses including reasonable attorney fees of Vendor incurred to pursue any remedy hereunder to the extent not prohibited by law and expenses of title evidence shall be paid by Purchaser and included in any judgment. The parties agree that Vendor shall have the options set forth in this paragraph available to exercise in Vendor's sole discretion.

Following any default in payment, interest shall accrue at the rate of 6% per annum on the entire amount in default (which shall include, without limitation, delinquent interest and, upon acceleration or maturity, the entire principal balance).

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

Purchaser may not transfer, sell or convey any legal or equitable interest in the Property, including but not limited to a lease for a term greater than one year, without the prior written consent of Vendor unless the outstanding balance payable under this Contract is paid in full. 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 may mortgage the Property, including the continuation of any mortgage in force on the date of this Contract, provided Vendor shall make timely payment of all amounts due under any mortgage, and the total due under such mortgages shall not at any time exceed the then remaining principal balance under this Contract. If Vendor defaults under such mortgages and Purchaser is not in default hereunder, Purchaser may make payments directly to Vendor's mortgagee and such payments will be credited as payments hereunder.

Purchaser has accepted the property in its "as is" condition as to all environmental matters. Purchaser agrees that Purchaser shall protect, defend, indemnify, and hold harmless Vendor from and against all liabilities, obligations, claims, demands, damages, penalties, causes of action, losses, fines, costs and expenses (including without limitation, attorneys' fees and disbursements), imposed upon, or incurred by, or asserted against Vendor by any person or government, or any agency or subdivision thereof, by reason of: (a) the presence, disposal, escape, seepage, leakage, spillage, discharge, emission, release or threatened release upon or from the Property, before or after the date of this land contract, in any manner, of any Hazardous Substance, Hazardous Material or Hazardous Waste, as defined in any federal, state, or municipal law, rule or regulation, and shall include, without limitation, petroleum products, mold, and asbestos, all of which said substances, materials, waste, and products are collectively referred to herein as "Environmental Contamination,"; (b) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Environmental Contamination; (c) any lawsuit brought or threatened, settlement reached, or government order relating to Environmental Contamination; (d) any violation of any environmental law; (e) all costs and expenses arising from or relating to Environmental Contamination, including, without limitation, the costs and expenses of any remedial, removal, clean up, or restoration work required by any federal, state, or local governmental agency or political subdivision; attorney, engineering, and consultant fees and distributions, costs of investigation of site conditions, monitoring, laboratory fees, court costs, and all litigation expenses; and (f) and all other expenses whatsoever pertaining to bringing the property into compliance with applicable federal and state environmental laws, rules and regulations. Purchaser's obligations under this paragraph shall survive the payment of this land contract, and shall be binding upon Purchaser and Purchaser's legal representatives and successors and assigns and shall inure to the benefit of Vendor, and Vendor's personal representatives, heirs, and successors and assigns.

If before a deed is given by Vendor in fulfillment of this land contract, a claim is made or threatened against Vendor arising from any Environmental Contamination pertaining to the Property, and Vendor incurs any expense as a result of that claim, or threatened claim, including, but not limited to attorneys fees, and Purchaser does not forthwith upon demand by Vendor reimburse and indemnify Vendor for said expense, reimbursement and indemnification to Vendor of said expense shall be secured by this land contract, and the amount of said expense shall be added to the principal balance owing on this land contract, and shall accrue interest at the rate provided under this land contract.

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.

Dated May 1, 2006

VENDOR: John Luszczyk (SEAL) PURCHASER: Harry J. Nelson (SEAL)
John Luszczyk *Harry J. Nelson
 * Debra J. Nelson (SEAL) *Debra J. Nelson (SEAL)

AUTHENTICATION

Signature(s) _____
authenticated on _____

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

THIS INSTRUMENT DRAFTED BY:
JESSE L. LEICHSENTRING
HELLAND LAW OFFICES

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COLUMBIA COUNTY)

Personally came before me on May 1, 2006,
the above-named John Luszczyk, Harry J. Nelson and Debra J. Nelson
to me known to be the person(s) who executed the foregoing
instrument and acknowledged the same.

J. L. Leichsenring
*J. L. Leichsenring
Notary Public, State of WISCONSIN
My Commission (is permanent) (expires: _____)

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

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

LAND CONTRACT STATE BAR OF WISCONSIN FORM NO. 11-2003

* Type name below signatures.

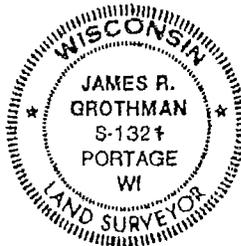
INFO-PRO™ Legal Forms 800-655-2021 www.infoforms.com

SURVEYOR'S CERTIFICATE

I, JAMES R. GROTHMAN, Registered Land Surveyor, DO HEREBY CERTIFY that by the direction of JAMES CRAWFORD, I have surveyed, monumented and mapped a parcel located in the Southwest Quarter of the Southeast Quarter and the Southeast Quarter of the Southeast Quarter, all in Section 21, Township 13 North, Range 6 East, Village of Lake Delton, Sauk County, Wisconsin, described as follows:

Commencing at the South Quarter corner of said Section 21, thence North $87^{\circ} 38' 42''$ East, 325.03 feet; thence North $18^{\circ} 33' 59''$ East 888.65 feet; thence South $57^{\circ} 21' 36''$ East, 288.86 feet, thence North $50^{\circ} 05' 00''$ East, 491.89 feet to the point of beginning; thence North $50^{\circ} 05' 00''$ East, 120.00 feet to the Westerly right-of-way of Wisconsin Dells Parkway (U.S.H. "12"); thence North $39^{\circ} 55' 00''$ West, 133.50 feet along said right-of-way; thence North $4^{\circ} 30' 52''$ East, 7.13 feet (recorded as North $2^{\circ} 10'$ East, 8.0 feet) along said right-of-way; thence North $39^{\circ} 55' 00''$ West, 36.20 feet along said right-of-way; thence South $50^{\circ} 15' 38''$ West (recorded as South $50^{\circ} 05'$ West), 125.00 feet; thence South $39^{\circ} 51' 49''$ East, 175.18 feet (recorded as South $39^{\circ} 55'$ East, 175.00 feet) to the POINT OF BEGINNING containing 0.486 acres (21,196 square feet) more or less.

I DO FURTHER CERTIFY that this survey is correct to the best of my knowledge and belief.



James R. Grothman
JAMES R. GROTHMAN
Registered Land Surveyor No. 1321
General Engineering Company, Inc.
Dated: March 6, 1986

4123



State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

Jim Doyle, Governor
Matthew J. Frank, Secretary
Lloyd L. Eagan, Regional Director

South Central Region Headquarters
3911 Fish Hatchery Road
Fitchburg, Wisconsin 53711-5397
Telephone 608-275-3266
FAX 608-275-3338
TTY Access via relay - 711

December 1, 2010

Mr. Harold Nelson
E12250 CTH W
Baraboo, WI 53913

Subject: Conditional Closure Decision With Requirements to Achieve Final Closure of the Luszczyk Property Case, 584 Dells Parkway, Lake Delton, Wisconsin; Sauk Co.; WDNR BRRTS Activity Number 03-57-241298

Dear Mr. Nelson:

On November 29, 2010, the South Central Region closure committee reviewed your request for closure of the case described above. This committee reviews environmental remediation cases for compliance with state rules and statutes to maintain consistency in the closure of these cases. After careful review of the closure request, the committee has determined that the petroleum contamination on the site from the former underground storage tanks (USTs) 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 condition is satisfied.

Monitoring Well Abandonment

The monitoring 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 the Department on Form 3300-005, which can be found at <http://dnr.wi.gov/org/water/dwg/gw/> or can be provided by the Department upon request. When this condition has been satisfied, including submittal of the well abandonment forms, this case will be closed.

Your site will be listed on the DNR Remediation and Redevelopment GIS Registry of Closed Remediation Sites for remaining soil and groundwater contamination, for monitoring wells that cannot be found, and for the continuing obligation described below. Information that was submitted with your closure request application will be included on the GIS Registry. To review the site on the GIS Registry web page, visit the RR Sites Map page at: <http://dnr.wi.gov/org/aw/rr/gis/index.htm>.

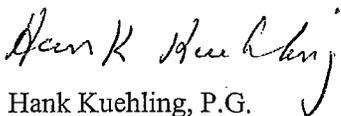
Continuing Obligations and Responsibilities

As part of this case closure approval, you will be responsible for maintaining the current pavement cover and building barrier over remaining contaminated soil and bedrock, as required in the "Pavement Cover and Building Barrier Maintenance Plan" for this site that was received by the Department on November 16, 2010. In the final closure approval letter, you will be required to conduct annual inspections of the pavement and building foundation and to keep the completed log of these inspections on-site.

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 the address included above or as indicated below.

Sincerely,



Hank Kuehling, P.G.
Remediation & Redevelopment Program Hydrogeologist
(608) 275-3286
harlan.kuehling@wisconsin.gov

cc: Jason Powell – METCO (via e-mail)
Brian Taylor – Dept. of Commerce – Bureau of PECFA (via e-mail)

State Bar of Wisconsin Form 11-2003
LAND CONTRACT
(TO BE USED FOR NON-CONSUMER ACT TRANSACTIONS)

Document Number

Document Name

DOC# 906355

Recorded
MAY 03, 2006 AT 08:30AM

CONTRACT, by and between John Luszczak
("Vendor," whether one or more),
and Harry J. Nelson and Debra J. Nelson, 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 real estate, together with the rents, profits, fixtures and other appurtenant interests ("Property"), in Sauk County, State of Wisconsin, more particularly described as follows:

A parcel of land located in the Southwest Quarter of the Southeast quarter (SW 1/4 SE 1/4) and the Southeast Quarter of the Southeast Quarter (SE 1/4 SE 1/4) of Section Twenty-one (21), Township Thirteen (13) North, Range Six (6) East, Village of Lake Delton, Sauk County, Wisconsin, which is bounded by a line described as follows:

Commencing at a point on the Westerly right-of-way line of U.S. Highway 12, said point being North 9° 41' West, 1385 feet from the Southeast corner of the SW 1/4 SE 1/4, said Section 21; thence South 39° 55' East, 237 feet along the Westerly right-of-way of U.S. Highway 12 to the point of beginning of this description; thence continuing South 39° 55' East along the Westerly right-of-way 36.2 feet; thence South 2° 10' East, 8 feet along said highway right-of-way; thence South 39° 55' East, 133.5 feet along said right-of-way; thence South 50° 05' West, 120 feet; thence North 39° 55' West, 175 feet; thence North 50° 05' East, 125 feet to the point of beginning.

Purchaser agrees to purchase the Property and to pay to Vendor at 8934 County Road H, Wisconsin Dells, WI 53965 the sum of \$350,000.00 in the following manner:

- (a) \$11,800.00 at the execution of this Contract; and
- (b) the balance of \$338,200.00, together with interest from the date hereof on the balance outstanding from time to time at the rate of 6.00 % per annum until paid in full as follows: See amortization schedule attached hereto as Exhibit I.

provided the entire outstanding balance shall be paid in full on or before 04-01-2011 ("Maturity Date"). Payments shall be applied first to interest on the unpaid balance at the rate specified and then to principal.

CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NO OPTION IS CHOSEN, OPTION A SHALL APPLY:

- A. Any amount may be prepaid without premium or fee upon principal at any time.
- B. Any amount may be prepaid without premium or fee upon principal at any time after .
- C. There may be no prepayment of principal without written permission of Vendor.

CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NEITHER IS CHOSEN, OPTION A SHALL APPLY:

- A. Any prepayment shall be applied to principal in the inverse order of maturity and shall not delay the due dates or change the amount of the remaining payments until the unpaid balance of principal and interest is paid in full.

REGISTRAR'S OFFICE
SAUK COUNTY, WI
RECORDS FOR RECORD
Fee Amount: \$12.00
Transfer Fee: \$100.00

Recording Area

Name and Return Address

Helland Law Offices
P.O. Box 86
Wisconsin Dells, WI 53965

146-0294-00000

Parcel Identification Number (PIN)

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

This is not a purchase money mortgage.
(is) (is not)

EWJ

- B. 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 specified above; provided that monthly payments shall continue in the event of credit of any proceeds of insurance or condemnation, the condemned premises being thereafter excluded from this Contract.

Purchaser shall pay prior to delinquency all taxes and assessments levied on the Property at the time of the execution of this Contract and thereafter, and 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 amount of the full replacement value of the improvements on the Property. Purchaser shall pay the insurance premiums when due. The policies shall contain the standard clause in favor of Vendor's interest, and evidence of such policies covering the Property shall be provided to 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 Vendor deems the restoration or repair to be economically feasible.

- A Purchaser is required to pay Vendor amounts sufficient to pay reasonably anticipated taxes, assessments, and insurance premiums as part of Purchaser's regular payments [CHECK BOX AT LEFT IF APPLICABLE].

Purchaser shall not commit waste nor allow waste to be committed on the Property, keep the Property in good tenantable condition and repair, and free from liens superior to the lien of this Contract, and comply with all laws, ordinances and regulations affecting the Property. If a repair required of Purchaser relates to an insured casualty, Purchaser shall not be responsible for performing such repair if Vendor does not make available to Purchaser the insurance proceeds therefor.

Vendor agrees that if the purchase price with interest is fully paid and all conditions fully performed as specified herein, Vendor will execute and deliver to Purchaser a Warranty Deed in fee simple of the Property, free and clear of all liens and encumbrances, except those created by the act or default of Purchaser, and:

CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NO OPTION IS CHOSEN, OPTION A SHALL APPLY:

- A. Purchaser states that Purchaser is satisfied with the title as shown by the title evidence submitted to Purchaser for examination, at the time of execution of this Contract.
- B. Purchaser states that the following exceptions set forth in the title evidence submitted to Purchaser for examination, at the time of execution of this Contract, are unsatisfactory to Purchaser: _____
- C. No title evidence was provided prior to execution of this Contract.

CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NEITHER IS CHOSEN, OPTION A SHALL APPLY:

- A. Purchaser agrees to pay the cost of future title evidence.
- B. Vendor agrees to pay the cost of future title evidence.

Purchaser shall be entitled to take possession of the Property on execution of Land Contract.

Time is of the essence as to all provisions hereunder.

Purchaser agrees that in the event of a default in the payment of principal or interest which continues for a period of 31 days following the due date or a default in performance of any other obligation of Purchaser which continues for a period of 31 days following written notice thereof by Vendor (delivered personally or mailed by certified mail), the entire outstanding balance under this contract shall become immediately due and payable at Vendor's option and without notice (which Purchaser hereby waives), and Vendor may singly, alternatively or in combination: (i) terminate this Contract and either recover the Property through strict foreclosure or have the Property sold by foreclosure sale; in either event, with a period of redemption, in the court's discretion, to be conditioned

on full payment of the entire outstanding balance, with interest thereon from the date of default and other amounts due hereunder (failing which all amounts previously paid by Purchaser shall be forfeited as liquidated damages for failure to fulfill this Contract and as rental for the Property); (ii) sue for specific performance of this Contract; (iii) sue for the unpaid purchase price or any portion thereof; (iv) 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; (v) have Purchaser ejected from possession of the Property and have a receiver appointed to collect any rents, issues or profits; or (vi) pursue any other remedy available in law or equity. An election of any of the foregoing remedies shall only be binding on Vendor if and when pursued in litigation. All costs and expenses including reasonable attorney fees of Vendor incurred to pursue any remedy hereunder to the extent not prohibited by law and expenses of title evidence shall be paid by Purchaser and included in any judgment. The parties agree that Vendor shall have the options set forth in this paragraph available to exercise in Vendor's sole discretion.

Following any default in payment, interest shall accrue at the rate of 6 % per annum on the entire amount in default (which shall include, without limitation, delinquent interest and, upon acceleration or maturity, the entire principal balance).

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

Purchaser may not transfer, sell or convey any legal or equitable interest in the Property, including but not limited to a lease for a term greater than one year, without the prior written consent of Vendor unless the outstanding balance payable under this Contract is paid in full. 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 may mortgage the Property, including the continuation of any mortgage in force on the date of this Contract, provided Vendor shall make timely payment of all amounts due under any mortgage, and the total due under such mortgages shall not at any time exceed the then remaining principal balance under this Contract. If Vendor defaults under such mortgages and Purchaser is not in default hereunder, Purchaser may make payments directly to Vendor's mortgagee and such payments will be credited as payments hereunder.

Purchaser has accepted the property in its "as is" condition as to all environmental matters. Purchaser agrees that Purchaser shall protect, defend, indemnify, and hold harmless Vendor from and against all liabilities, obligations, claims, demands, damages, penalties, causes of action, losses, fines, costs and expenses (including without limitation, attorneys' fees and disbursements), imposed upon, or incurred by, or asserted against Vendor by any person or government, or any agency or subdivision thereof, by reason of: (a) the presence, disposal, escape, seepage, leakage, spillage, discharge, emission, release or threatened release upon or from the Property, before or after the date of this land contract, in any manner, of any Hazardous Substance, Hazardous Material or Hazardous Waste, as defined in any federal, state, or municipal law, rule or regulation, and shall include, without limitation, petroleum products, mold, and asbestos, all of which said substances, materials, waste, and products are collectively referred to herein as "Environmental Contamination,"; (b) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Environmental Contamination; (c) any lawsuit brought or threatened, settlement reached, or government order relating to Environmental Contamination; (d) any violation of any environmental law; (e) all costs and expenses arising from or relating to Environmental Contamination, including, without limitation, the costs and expenses of any remedial, removal, clean up, or restoration work required by any federal, state, or local governmental agency or political subdivision; attorney, engineering, and consultant fees and distributions, costs of investigation of site conditions, monitoring, laboratory fees, court costs, and all litigation expenses; and (f) and all other expenses whatsoever pertaining to bringing the property into compliance with applicable federal and state environmental laws, rules and regulations. Purchaser's obligations under this paragraph shall survive the payment of this land contract, and shall be binding upon Purchaser and Purchaser's legal representatives and successors and assigns and shall inure to the benefit of Vendor, and Vendor's personal representatives, heirs, and successors and assigns.

If before a deed is given by Vendor in fulfillment of this land contract, a claim is made or threatened against Vendor arising from any Environmental Contamination pertaining to the Property, and Vendor incurs any expense as a result of that claim, or threatened claim, including, but not limited to attorneys fees, and Purchaser does not forthwith upon demand by Vendor reimburse and indemnify Vendor for said expense, reimbursement and indemnification to Vendor of said expense shall be secured by this land contract, and the amount of said expense shall be added to the principal balance owing on this land contract, and shall accrue interest at the rate provided under this land contract.

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.

Dated May 1, 2006

VENDOR: John Luszczyk (SEAL)
*John Luszczyk

PURCHASER: Harry J. Nelson (SEAL)
*Harry J. Nelson

* (SEAL)

Debra J. Nelson (SEAL)
* Debra J. Nelson

AUTHENTICATION

ACKNOWLEDGMENT

Signature(s) _____
authenticated on _____

STATE OF WISCONSIN)
) ss.
COLUMBIA COUNTY)

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

Personally came before me on May 1, 2006,
the above-named John Luszczyk, Harry J. Nelson and Debra J. Nelson
to me known to be the person(s) who executed the foregoing
instrument and acknowledged the same.

THIS INSTRUMENT DRAFTED BY:
JESSE L. LEICHSENRING
HELLAND LAW OFFICES

J. L. Leichsenring
Notary Public, State of WISCONSIN
My Commission (is permanent) (expires: _____)

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

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

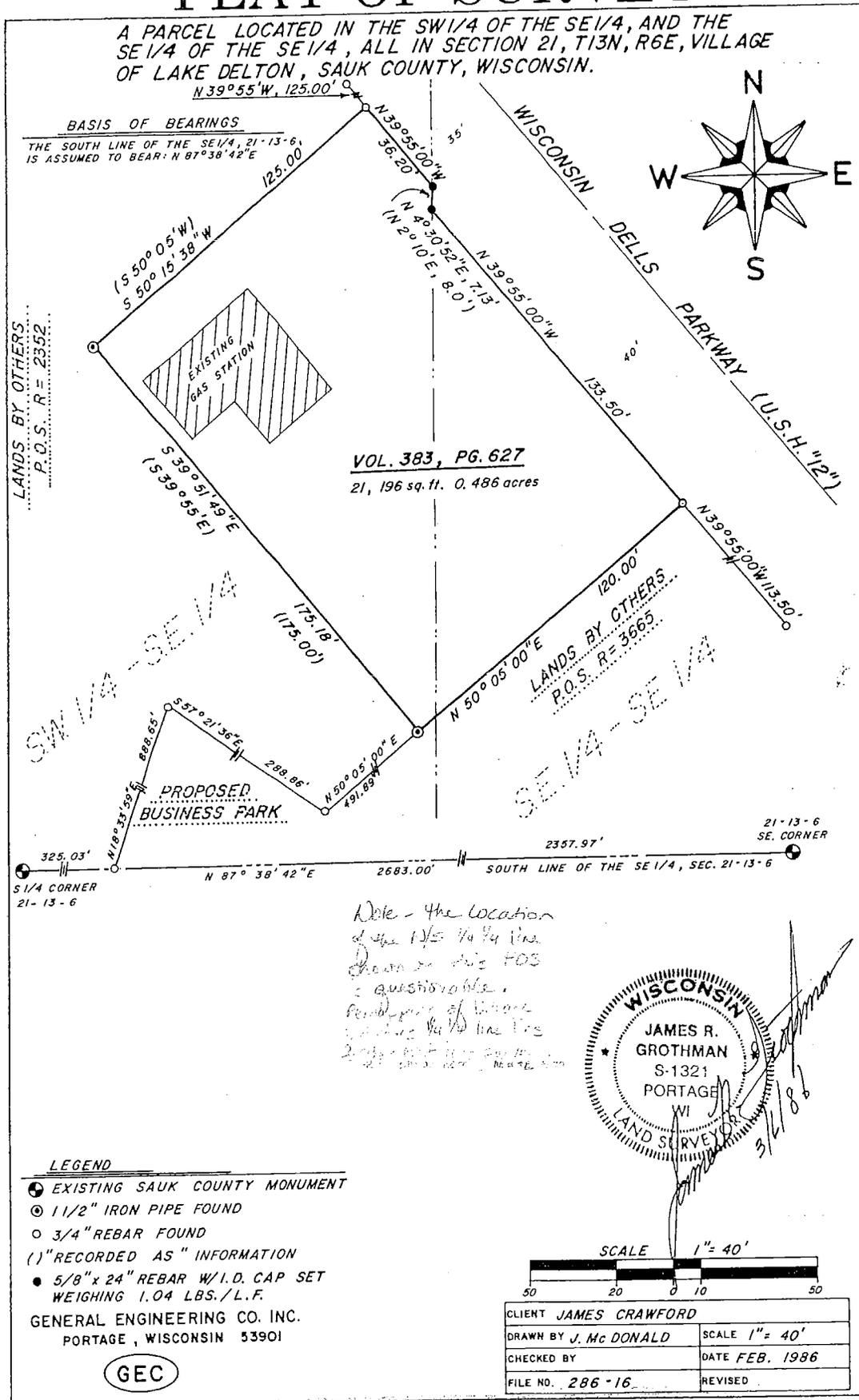
LAND CONTRACT STATE BAR OF WISCONSIN FORM NO. 11-2003

* Type name below signatures.

INFO-PRO™ Legal Forms 800-655-2021 www.infoproforms.com

PLAT OF SURVEY

A PARCEL LOCATED IN THE SW 1/4 OF THE SE 1/4, AND THE SE 1/4 OF THE SE 1/4, ALL IN SECTION 21, T13N, R6E, VILLAGE OF LAKE DELTON, SAUK COUNTY, WISCONSIN.



WDNR BRRTS Case #: 03-57-241298

WDNR Site Name: Luszczak Property

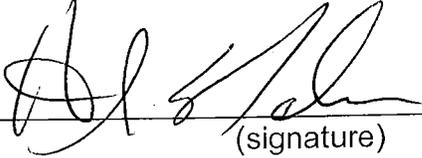
Geographic Information System (GIS) Registry of Closed Remediation Sites

In compliance with the revisions to the NR 700 rule series requiring certain closed sites to be listed on the Geographic Information System (GIS) Registry of Closed Remediation Sites (Registry) effective Nov., 2001, I have provided the following information.

To the best of my knowledge the legal descriptions provided and attached to this statement are complete and accurate.

Responsible Party:

HAROLD Nelson / owner
(print name/title)

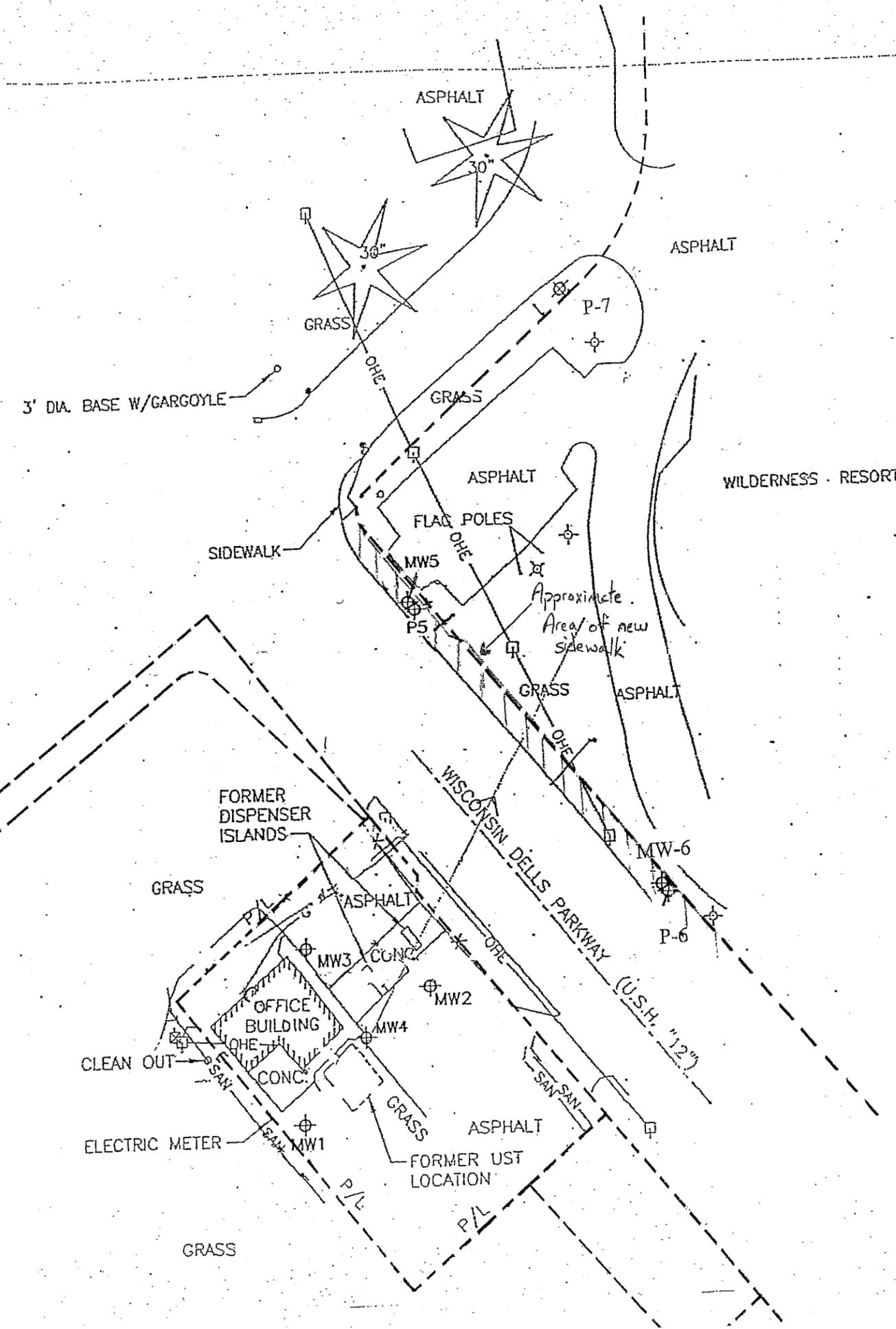

(signature)

7/23/10
(date)

TOPO! map printed on 08/18/10 from "wisconsin.tpo" and "Untitled.tpg"
89°48.000' W WGS84 89°47.000' W



SITE LOCATION MAP – CONTOUR INTERVAL 10 FEET
LUSZCZAK PROPERTY – LAKE DELTON, WI
SEAMLESS USGS TOPOGRAPHIC MAPS ON CD-ROM



LEGEND

MW1
 MONITORING WELL

Monitoring/Piezometer wells MW-6, P-6, and P-7 were installed by METCO on November 1-3, 2004

----- Approximate Property Lines

Modified by Metco 12/7/2004 PC
 2/9/2009 BW

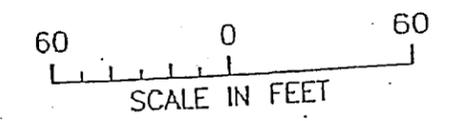


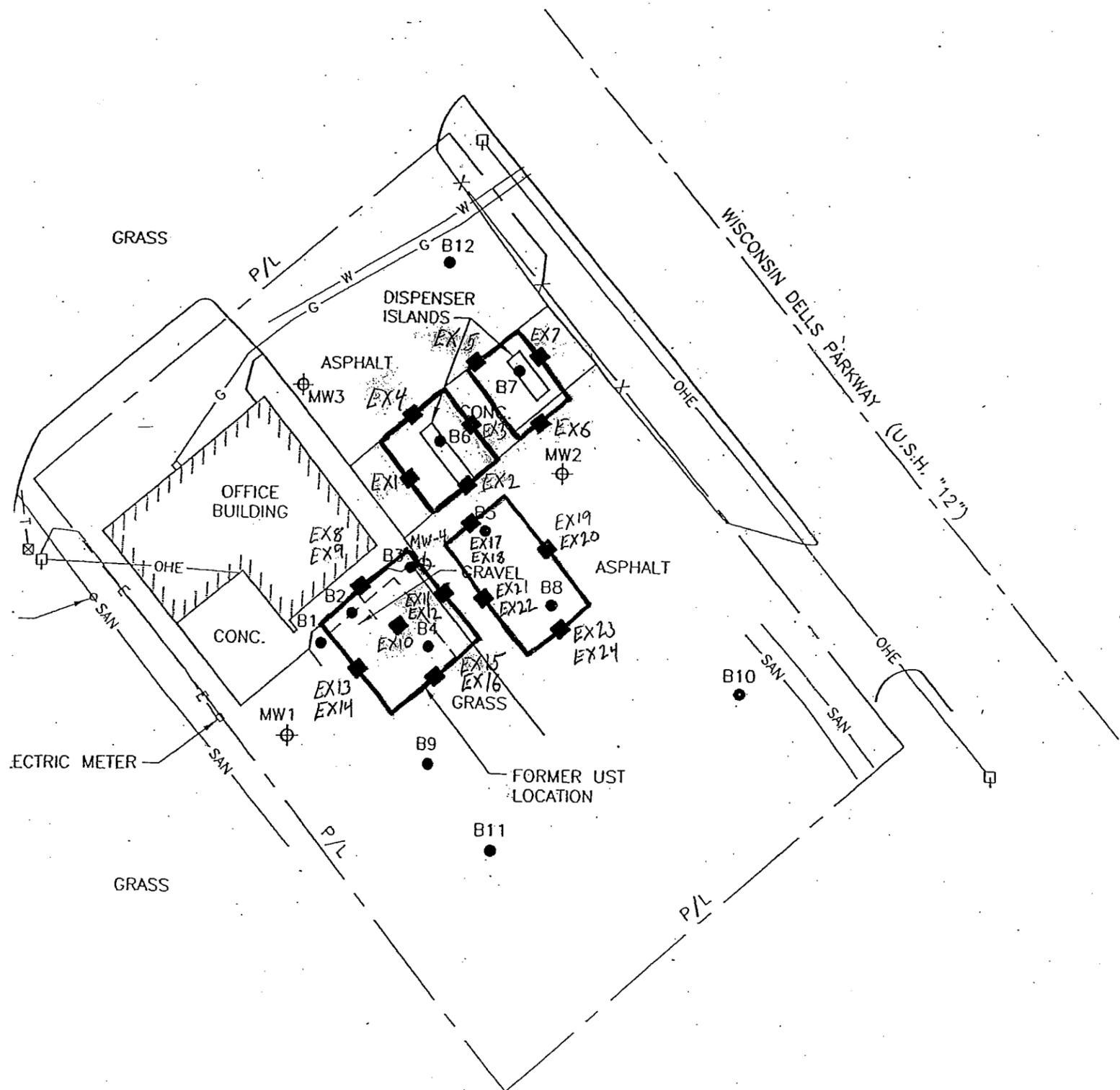
FIGURE 4

Site Layout Map

LUSZCZYK PROPERTY
 LAKE DELTON, WISCONSIN

MSA TRANSPORTATION • MUNICIPAL • REMEDIATION
 DEVELOPMENT • ENVIRONMENTAL
 1230 South Boulevard, Baraboo, WI 53913
 608-356-2771 1-800-362-4505 Fax 608-356-2770

PROFESSIONAL SERVICES
 DRAWN BY RHM DATE 11-1-07 SHEET _____ OF _____
 CHECKED BY SCALE AS NOTED FILE NO. 212813FC



LEGEND

- B1 ● SOIL BORING
- MW1 ⊕ MONITORING WELL
- Areas of Soil Excavation
- Excavation Sidewall/ Bottom Sample Location

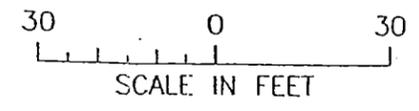


FIGURE 2

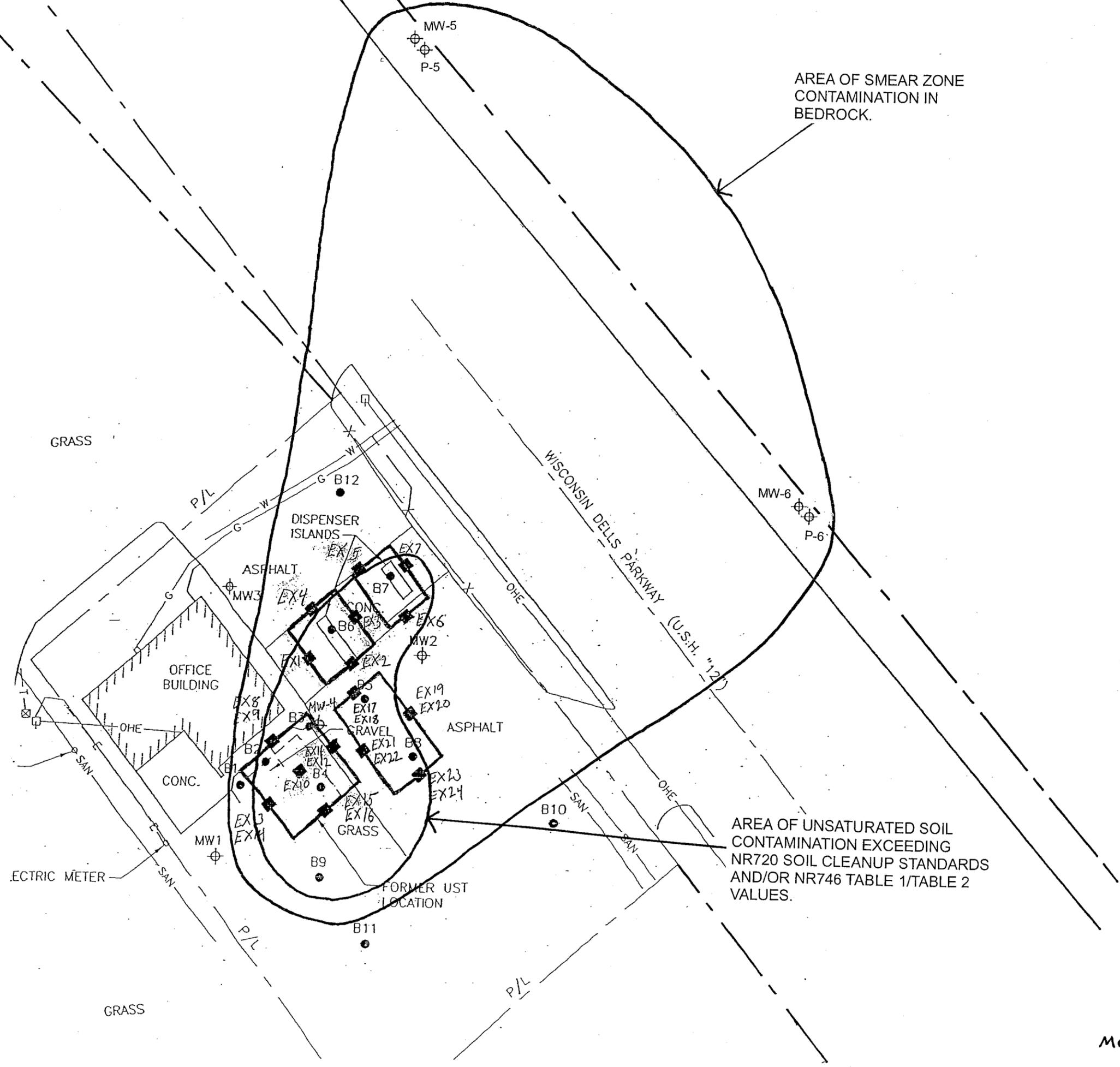
SOIL BORING AND
MONITORING WELL LOCATIONS
LUSZCZAK PROPERTY
LAKE DELTON, WISCONSIN

MSA TRANSPORTATION • MUNICIPAL • REMEDIATION
DEVELOPMENT • ENVIRONMENTAL
1230 South Boulevard, Boscawen, WI 53913
608-356-2771 1-800-362-4505 Fax: 608-356-2770

PROFESSIONAL SERVICE

DRAWN BY RHM DATE 11-8-02 SHEET _____ OF _____
CHECKED BY _____ SCALE AS NOTED FILE NO. 212813BA

Modified by METCO, ED 3/24/06



- LEGEND**
- B1 ● SOIL BORING
 - MW1 ⊕ MONITORING WELL
 - Areas of Soil Excavation
 - Excavation Sidewall/ Bottom Sample Location

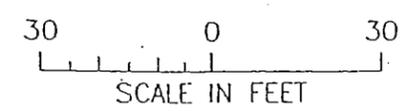


FIGURE 2

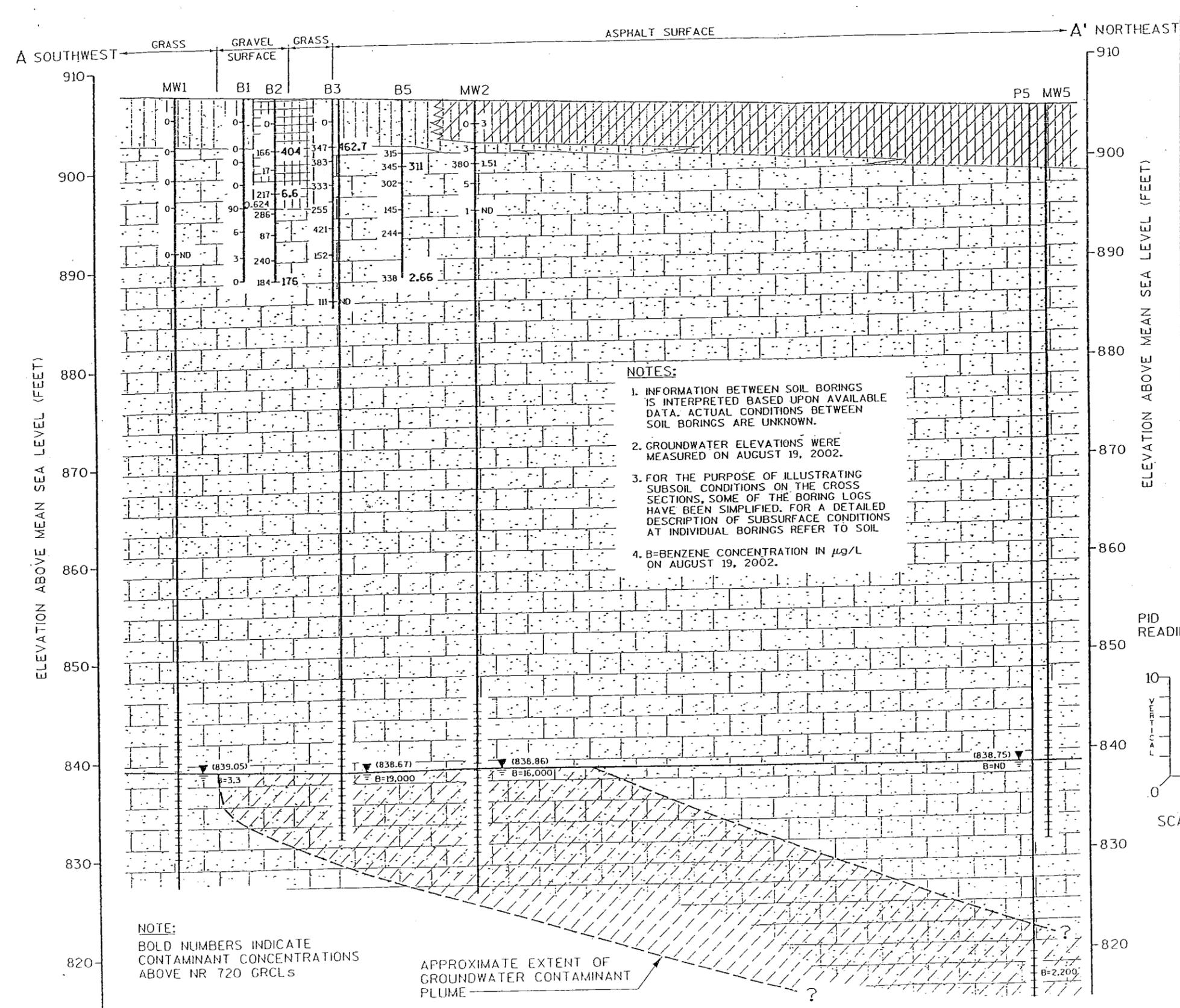
SOIL PLUME MAP

LUSZCZAK PROPERTY
LAKE DELTON, WISCONSIN

MSA TRANSPORTATION • MUNICIPAL • REMEDIATION
DEVELOPMENT • ENVIRONMENTAL
1230 South Boulevard, Boreham, WI 53913
608-356-2771 1-800-362-4505 Fax: 608-356-2770
PROFESSIONAL SERVICE

DRAWN BY RHM DATE 11-8-02 SHEET _____
CHECKED BY _____ SCALE AS NOTED FILE NO. 212B13BA

Modified by METCO, 8/17/10, AN



- NOTES:**
1. INFORMATION BETWEEN SOIL BORINGS IS INTERPRETED BASED UPON AVAILABLE DATA. ACTUAL CONDITIONS BETWEEN SOIL BORINGS ARE UNKNOWN.
 2. GROUNDWATER ELEVATIONS WERE MEASURED ON AUGUST 19, 2002.
 3. FOR THE PURPOSE OF ILLUSTRATING SUBSOIL CONDITIONS ON THE CROSS SECTIONS, SOME OF THE BORING LOGS HAVE BEEN SIMPLIFIED. FOR A DETAILED DESCRIPTION OF SUBSURFACE CONDITIONS AT INDIVIDUAL BORINGS REFER TO SOIL
 4. B= BENZENE CONCENTRATION IN $\mu\text{g/L}$ ON AUGUST 19, 2002.

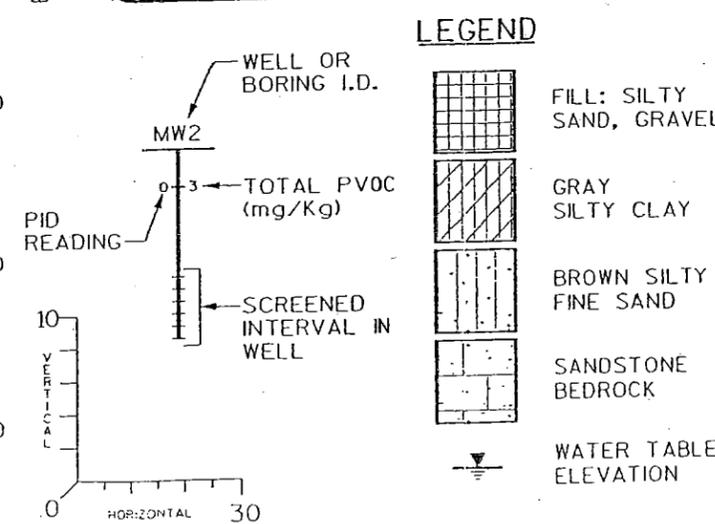
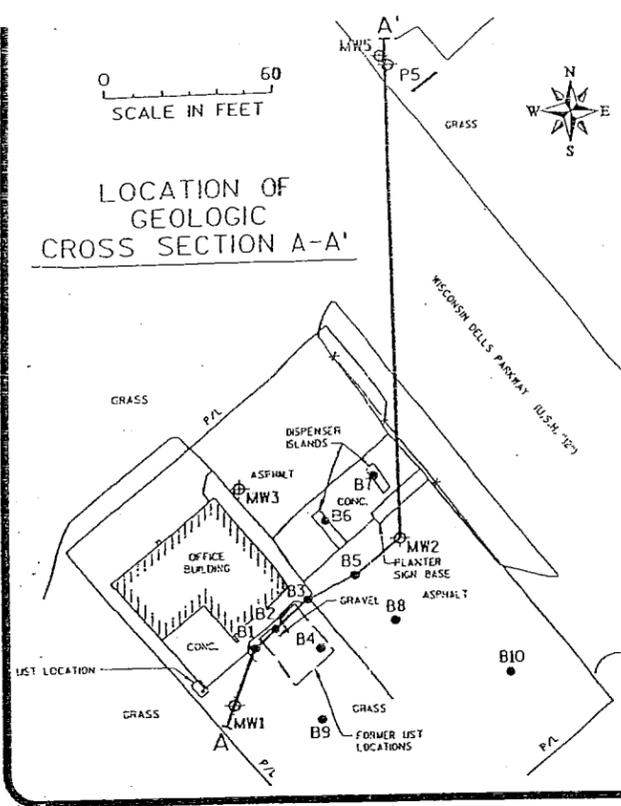


FIGURE 3

GEOLOGIC CROSS SECTION A-A'
FORMER SHELL STATION
LAKE DELTON, WISCONSIN

TRANSPORTATION • MUNICIPAL
DEVELOPMENT • ENVIRONMENTAL

MSA
PROFESSIONAL SERVICES

1314 South Tenth Street, Waukegan, WI 53193
608-334-2711 FAX: 608-334-2778

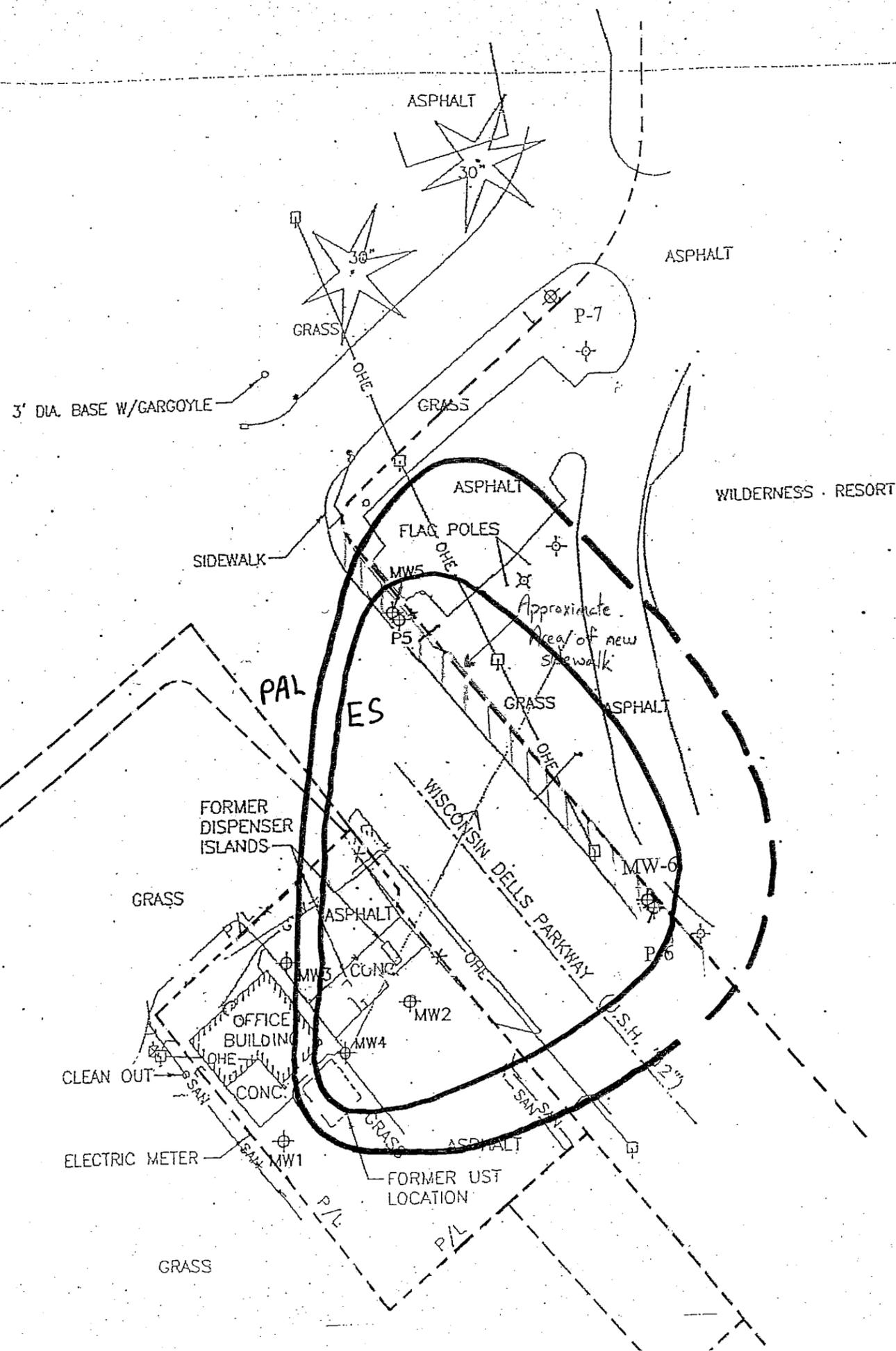
DRAWN BY: RHM DATE: 11-5-02 SHEET: 1 of 1
CHECKED BY: SCALE: AS NOTED FILE NO.: 212813CB

NOTE:
BOLD NUMBERS INDICATE
CONTAMINANT CONCENTRATIONS
ABOVE NR 720 GRCLS

APPROXIMATE EXTENT OF
GROUNDWATER CONTAMINANT
PLUME

Groundwater Contamination Map

January 7, 2010



LEGEND

MW1
 MONITORING WELL

Monitoring/Piezometer wells MW-6, P-6, and P-7 were installed by METCO on November 1-3, 2004

----- Approximate Property Lines

Modified by Metco 12/7/2004 PC
 2/9/2009 BW
 7/27/2010 AN

Note: The ES exceedences near well nests MW-5/P-5 and MW-6/P-6 are the result of a diving contaminant plume as the watertable wells showed no laboratory detection for petroleum compounds.

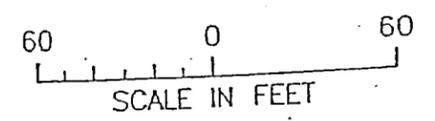


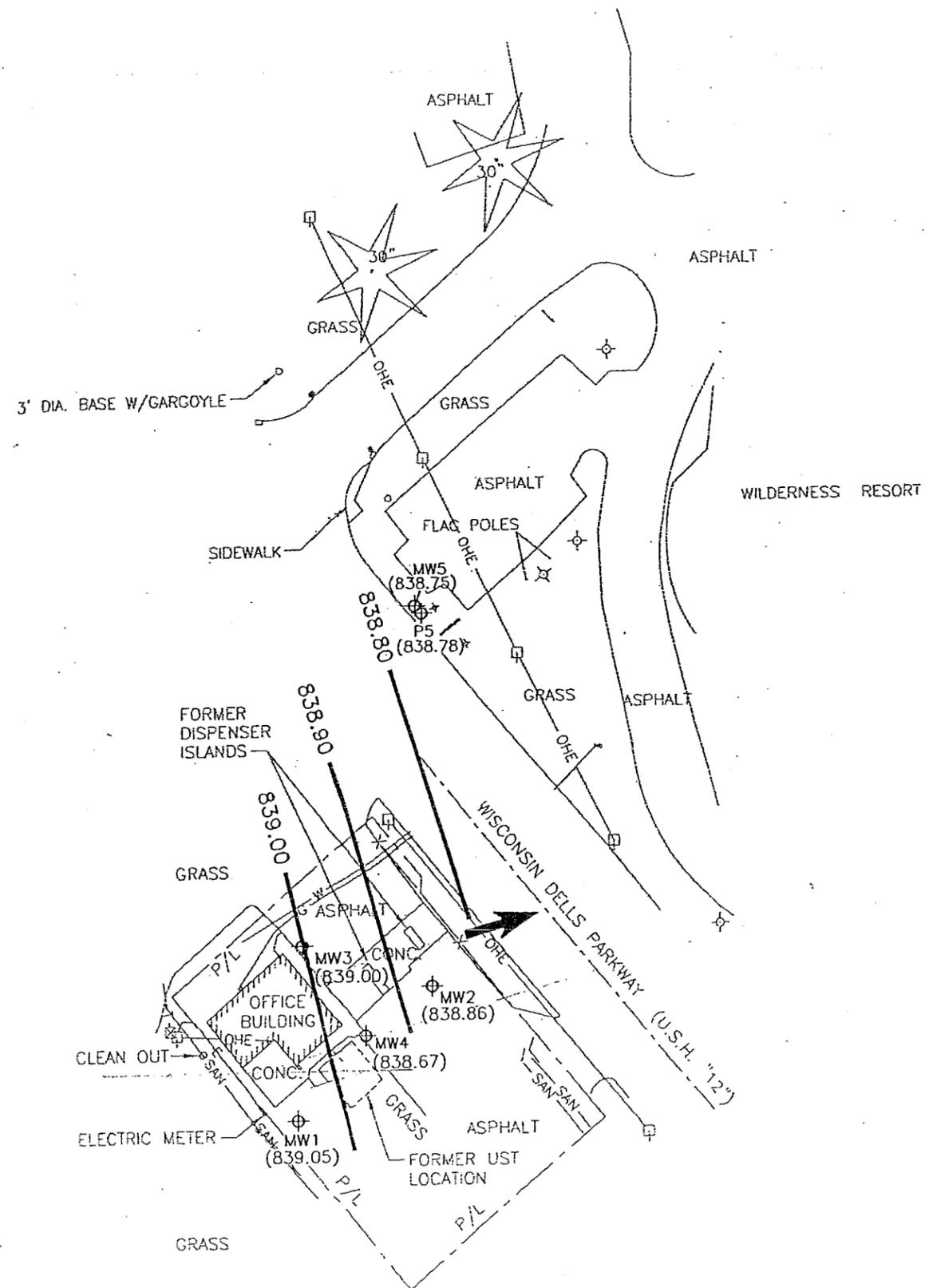
FIGURE 4

Site Layout Map

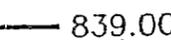
LUSZCZAK PROPERTY
 LAKE DELTON, WISCONSIN

MSA TRANSPORTATION • MUNICIPAL • REMEDIATION
 DEVELOPMENT • ENVIRONMENTAL
 1220 South Boulevard, Baraboo, WI 53913
 606-356-2771 1-800-362-4505 Fax 606-356-2770
 PROFESSIONAL SERVICES

DRAWN BY: RHM DATE: 11-1-07 SHEET: 1 OF 1
 CHECKED BY: SCALE: AS NOTED FILE NO: 212813FC



LEGEND

- 
 MW1 (839.05) MONITORING WELL WITH GROUNDWATER ELEVATION ON AUGUST 19, 2002
- 
 839.00 GROUNDWATER CONTOUR WITH ELEVATION
- 
 APPROXIMATE GROUNDWATER FLOW DIRECTION

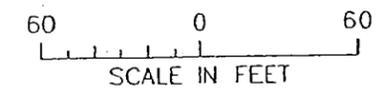


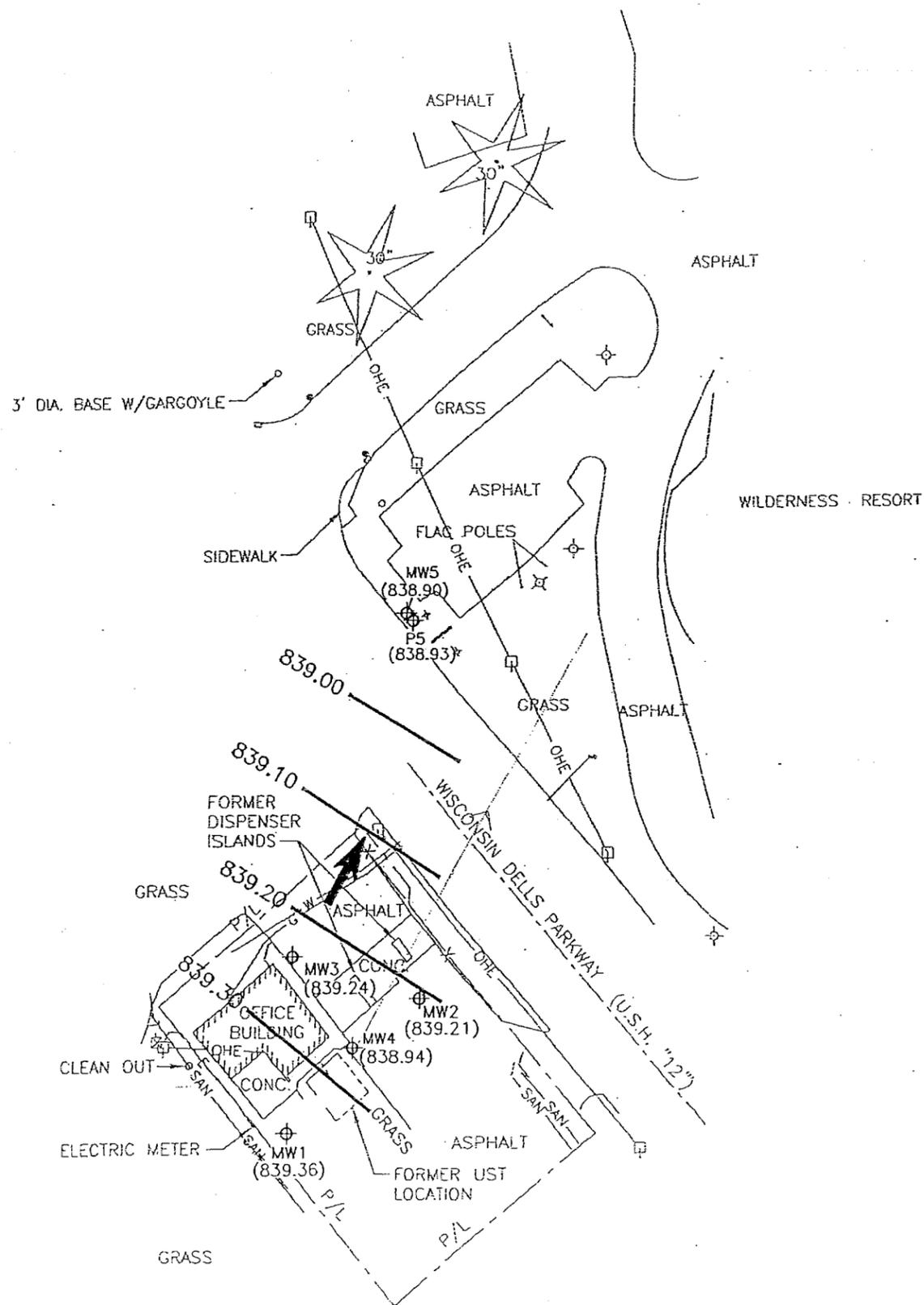
FIGURE 5

WATER TABLE CONTOURS
AUGUST 19, 2002
LUSZCZAK PROPERTY
LAKE DELTON, WISCONSIN

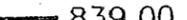
MSA TRANSPORTATION • MUNICIPAL • REMEDIATION
DEVELOPMENT • ENVIRONMENTAL
1230 South Boulevard, Durban, WI 53913
608-334-2771 1-800-367-6505 Fax: 608-334-2770

PROFESSIONAL SERVICES

DRAWN BY: RHM DATE: 11-1-02 SHEET: _____ OF _____
CHECKED BY: _____ SCALE: AS NOTED FILE NO.: 212813AD



LEGEND

- 
 MW1 (839.36)
 MONITORING WELL WITH GROUNDWATER ELEVATION ON SEPTEMBER 3, 2002
- 
 839.00
 GROUNDWATER CONTOUR WITH ELEVATION
- 
 APPROXIMATE GROUNDWATER FLOW DIRECTION

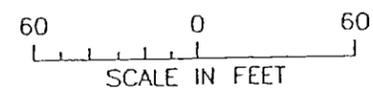


FIGURE 4

WATER TABLE CONTOURS
SEPTEMBER 3, 2002
LUSZCZAK PROPERTY
LAKE DELTON, WISCONSIN

MSA TRANSPORTATION • MUNICIPAL • REMEDIATION
DEVELOPMENT • ENVIRONMENTAL
1730 South Broadway, Brookfield, WI 53013
608-356-2771 1-800-362-1505 Fax 608-356-2770

PROFESSIONAL SERVICES

DRAWN BY: RHM DATE: 11-1-02 SHEET: _____ OF _____
 CHECKED BY: _____ SCALE: AS NOTED FILE NO.: 212813FC

TABLE 2
ANALYTICAL SOIL SAMPLE RESULTS
FORMER SHELL STATION
LAKE DELTON, WISCONSIN

SAMPLE NUMBER DEPTH (Feet)	B1		B2			B3		B4	B5		NR 720	NR 746	NR 746
	11.11.5	18.5	3.5-5.5	8.5-10.5	18.5	4.5-5.3	21	6-8	6-7	18	GRCLs	SSL	SCC
GRO	74	<1.2	2200	590	510	1900	<1.1	1300	850	17	100		
VOCs/PVOCs													
MTBE	0.074	<0.025	<0.9	<0.038	<0.95	<0.9	<0.025	<0.9	<0.9	<0.025			
Benzene	<0.025	<0.025	5.6	<0.025	0.75	1.7	<0.025	<1.0	4	0.067	0.005	8.5	1.1
Toluene	0.27	<0.025	<1.0	0.6	49	22	<0.025	43	110	0.36	1.5	38	
Ethylbenzene	<0.025	<0.025	6.8	1.6	18	17	<0.025	39	28	0.17	2.9	4.6	
m&p-Xylene	<0.025	<0.025	93	2.1	55	110	<0.025	179	86	0.47	4.1	42	
o-Xylene	<0.025	<0.025	4.4	0.16	22	43	<0.025	61	33	0.29	4.1	42	
1,3,5-TMB	0.15	<0.025	74	0.25	6.7	69	<0.025	23	11	0.3		11	
1,2,4-TMB	0.13	<0.025	220	0.88	25	200	<0.025	76	39	1		83	
n-Butylbenzene				0.4	8.2								
sec-Butylbenzene				0.11	<0.4								
tert-butylbenzene				0.47	<0.5								
Diisopropyl ether				0.29	<1.0								
Hexachlorobutadiene				0.25	<1.0								
Isopropylbenzene				<0.026	1								
p-Isopropyltoluene				0.57	<0.8								
Naphthalene				0.14	3.3								
n-Propylbenzene				0.69	4.7								
Lead	0.29	<0.025	9.1	2.3	0.44	1.2	0.17	6.1	0.42	0.15	50		

SAMPLE NUMBER DEPTH (Feet)	MW1	MW2		MW3	B6		B7		B8		NR 720	NR 746	NR 746
	16	6	11	6-7	1-2	14-14.3	2-4	9-9.5	2-4	25-25.2	GRCLs	SSL	SCC
GRO	<1.2	35	<1.2	<1.2	6400	<1.3	1100	18	2700	1.7	100		
VOCs/PVOCs													
MTBE	<0.025	<0.025	<0.025	<0.025	<0.9	<0.025	<0.45	<0.025	<1.8	<0.025			
Benzene	<0.025	<0.025	<0.025	<0.025	<1.0	<0.025	<0.50	<0.025	6.9	0.13	0.005	8.5	1.1
Toluene	<0.025	0.066	<0.025	<0.025	16	<0.025	2.9	<0.025	240	0.55	1.5	38	
Ethylbenzene	<0.025	0.2	<0.025	<0.025	58	<0.025	8.1	0.2	120	0.052	2.9	4.6	
m&p-Xylene	<0.025	0.34	<0.025	<0.025	780	<0.025	150	1.8	400	0.14	4.1	42	
o-Xylene	<0.025	0.035	<0.025	<0.025	300	<0.025	37	0.4	160	0.071	4.1	42	
1,3,5-TMB	<0.025	0.059	<0.025	<0.025	240	<0.025	35	0.68	70	<0.025		11	
1,2,4-TMB	<0.025	0.81	<0.025	<0.025	720	<0.025	100	1.8	6.2	0.052		83	
Lead	0.17	1.2	2	0.39	19.7	1.2	5.8	4.2	174	0.54	50		

SAMPLE NUMBER DEPTH (Feet)	B9		B10		MW4		B11	B12	NR 720	NR 746	NR 746	
	2-4	4-6	18.5-18.7	2-4	6.6-6.8	1-3	6-8	14	3.5-5.5	GRCLs	SSL	SCC
GRO	<1.6	750	150	<1.4	<1.2	2.1	380	7.9	<1.6	100		
VOCs/PVOCs												
MTBE	<0.025	<0.18	<0.09	<0.025	<0.025	<0.025	<0.6	<0.025	<0.025			
Benzene	<0.025	<0.20	<0.10	<0.025	<0.025	0.14	1.6	<0.025	<0.025	0.005	8.5	1.1
Toluene	<0.025	2.4	11	<0.025	<0.025	0.072	66	<0.025	<0.025	1.5	38	
Ethylbenzene	<0.025	5.3	5.9	<0.025	<0.025	0.057	15	0.089	<0.025	2.9	4.6	
m&p-Xylene	<0.025	1.1	18	<0.025	<0.025	0.078	45	0.093	<0.025	4.1	42	
o-Xylene	<0.025	2.9	6.9	<0.025	<0.025	0.027	18	0.051	<0.025	4.1	42	
1,3,5-TMB	<0.025	5.5	2.9	<0.025	<0.025	0.043	5.5	0.14	<0.025		11	
1,2,4-TMB	0.031	5.8	9.7	<0.025	<0.025	0.089	19	0.34	<0.025		83	
Lead	6.9	3.6		6.6	0.56					50		

NOTES:

Units are mg/Kg
 GRO = Gasoline Range Organics
 PVOC = Petroleum Volatile Organic Compounds
 VOC = Volatile Organic Compounds
 MTBE = methyl tert-butyl ether
 TMB = Trimethylbenzene
 GRCLs = Generic Residual Concentration Limits
 Bold numbers indicate concentrations above NR 700 Soil Standards
 SCC = Soil Contaminant Concentration, for protection of human health from direct contact.

SOIL EXCAVATION DATA TABLE FOR LUSZCZAK PROPERTY BRRTS# 03-57-241298
BY METCO

EXCAVATION & SAMPLING CONDUCTED ON MARCH 20, 2006

SOIL SAMPLES

Sample Location Number	EX-1	EX-2	EX-3	EX-4	EX-5	EX-6	EX-7	EX-8	EX-9	EX-10	EX-11	EX-12	EX-13	EX-14
Sample Depth Below Ground Surface	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	7.5	8	3.5	7.5	3.5	7.5
Soil Type	SILTY CLAY	SILTY SAND	SILTY SAND & GRAVEL	SILTY SAND & GRAVEL	SILTY CLAY	SILTY SAND & GRAVEL	SILTY SAND & GRAVEL	SILTY SAND & GRAVEL						
Petroleum Odors	NO	NO	NO	NO	YES	NO	YES	NO	YES	YES	NO	YES	NO	NO
Petroleum Staining	NO	NO	NO	NO	NO	NO	NO	NO						
Moisture	MOIST	MOIST	MOIST	MOIST	MOIST	MOIST	MOIST	MOIST						
HNU	15	16	14	15	30	18	50	5	120	300	5	20	1	1
Solids %	82.8	84.9	82.1	82	81.2	84.9	81.8	87.6	90.9	85.6	80.1	89.1	90.1	88.8
Benzene/ppb	66	< 25	< 25	< 25	< 25	< 25	208	< 25	1050	40000	63	< 25	< 25	67
Ethylbenzene/ppb	86	< 25	< 25	111	< 25	148	700	< 25	2040	151000	174	145	< 25	< 25
Methyl tert-butyl ether (MTBE)/ppb	< 25	< 25	< 25	< 25	< 25	< 25	< 25	< 25	< 25	6000	< 25	< 25	< 25	< 25
Naphthalene/ppb	63	< 25	< 25	< 25	< 25	95	1590	< 25	1100	40000	93	< 25	< 25	< 25
Toluene/ppb	112	< 25	< 25	< 25	< 25	< 25	< 25	< 25	236	238000	278	270	< 25	< 25
1,2,4-Trimethylbenzene/ppb	229	< 25	< 25	36	< 25	281	7800	< 25	15000	240000	299	181	< 25	< 25
1,3,5-Trimethylbenzene/ppb	71	< 25	< 25	36	< 25	120	2040	< 25	2660	80000	147	59	< 25	< 25
m&p-Xylene/ppb	294	< 50	< 50	68	< 50	330	3400	< 50	6400	520000	600	510	< 50	< 50
o-Xylene/ppb	99	< 25	< 25	< 25	< 25	117	970	< 25	295	206000	242	198	< 25	< 25

NOTE: Bold = detects ns = not sampled
"J" Flag: Analyte detected between LOD and LOQ

SOIL EXCAVATION DATA TABLE FOR LUSZCZAK PROPERTY BRRTS# 03-57-241298
BY METCO

EXCAVATION & SAMPLING CONDUCTED ON MARCH 20, 2006

SOIL SAMPLES

Sample Location Number	EX-15	EX-16	EX-17	EX-18	EX-19	EX-20	EX-21	EX-22	EX-23	EX-24
Sample Depth Below Ground Surface	3.5	7.5	3.5	6.5	3.5	6.5	3.5	6.5	3.5	6.5
Soil Type	SILTY SAND & GRAVEL	SILTY SAND & GRAVEL	CLAY	SAND & ROCK CHUNKS	CLAY	SAND & ROCK CHUNKS	CLAY	SAND & ROCK CHUNKS	SILT/ CLAY	SAND & ROCK CHUNKS
Petroleum Odors	NO	YES	NO	YES	NO	NO	YES	YES	NO	YES
Petroleum Staining	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO
Moisture	MOIST	MOIST	MOIST	MOIST	MOIST	MOIST	MOIST	MOIST	MOIST	MOIST
HNU	2	100	10	10	8	7	10	50	15	200
Solids %	87.4	87	81.3	90.8	80.9	92.2	80.9	93.4	80.6	85.3
Benzene/ppb	< 25	104	45	< 25	< 25	< 25	47	1100	48	11400
Ethylbenzene/ppb	< 25	76	92	< 25	< 25	< 25	< 25	4200	96	63000
Methyl tert-butyl ether (MTBE)/ppb	< 25	< 25	< 25	< 25	< 25	< 25	< 25	< 25	< 25	< 250
Naphthalene/ppb	< 25	1170	58	< 25	< 25	< 25	< 25	950	< 25	10300
Toluene/ppb	< 25	< 25	106	65	< 25	< 25	106	5900	< 25	77000
1,2,4-Trimethylbenzene/ppb	< 25	6000	157	< 25	< 25	< 25	45	7400	155	76000
1,3,5-Trimethylbenzene/ppb	< 25	2510	101	< 25	< 25	< 25	< 25	2310	45	23300
m&p-Xylene/ppb	< 50	1920	128	< 50	< 50	< 50	86	12500	189	198000
o-Xylene/ppb	< 25	740	73	< 25	< 25	< 25	35 "J"	5000	60	76000

NOTE: Bold = detects ns = not sampled

"J" Flag: Analyte detected between LOD and LOQ

METCO

Environmental Consulting, Fuel System Design, Installation and Service

Groundwater Analytical Results Summary
Luszczak Property/Shell Station LUST Site BRRTS# 03-57-241298

Well MW-1
PVC Elevation = 907.09 Ft MSL

Date	Water Elevation (in feet)	Depth to Water (in feet)	Benzene (ppb)	Ethyl Benzene (ppb)	MTBE (ppb)	Naphthalene (ppb)	Toluene (ppb)	Trimethyl-benzenes (ppb)	Xylene (Total) (ppb)
8/2/2000	ns	ns	27	1.7	<1.1	<0.7	4.9	0.56	2.75
9/12/2000	ns	ns	2.1	<0.5	<0.4	ns	8.9	<0.5	1.4
12/20/2000	841.43	65.66	21	4.1	<0.4	ns	1.8	<0.4	<0.7
5/24/2002	840.77	66.32	32	3	1.4	ns	0.55	<0.5	<0.9
8/19/2002	839.05	68.04	3.3	<0.5	<0.5	<0.5	<0.5	<0.5	<0.6
11/10/2004	840.39	66.70	ns	ns	ns	ns	ns	ns	ns
2/23/2005	839.84	67.25	ns	ns	ns	ns	ns	ns	ns
4/18/2006	840.36	66.73	<0.12	<0.5	<0.11	ns	<0.13	<1.11	<2.0
7/18/2006	836.74	70.35	<0.17	<1	<0.52	ns	<0.78	<1.95	<2.84
10/18/2006	838.70	68.39	<0.47	<0.38	<0.52	ns	<0.59	<1.59	<1.42
1/17/2007	839.71	67.38	<0.47	<0.38	<0.52	ns	<0.59	<1.59	<1.42
4/18/2007	840.38	66.71	<0.12	<0.5	<0.11	ns	<0.13	<1.11	<2.0
8/7/2007	835.70	71.39	<0.47	<0.38	<0.52	ns	0.47	<1.57	1.57
10/6/2008	840.04	67.05	<0.24	<0.35	<0.7	<1.8	<0.39	<0.74	<1.67
1/7/2009	841.86	65.23	<0.49	<0.68	<0.62	<0.88	<0.46	<1.42	<1.85
1/7/2010	842.76	64.33	<0.45	<0.76	<0.42	<1.4	<0.53	<1.13	<1.58

Well MW-2
PVC Elevation = 905.89 Ft MSL

Date	Water Elevation (in feet)	Depth to Water (in feet)	Benzene (ppb)	Ethyl Benzene (ppb)	MTBE (ppb)	Naphthalene (ppb)	Toluene (ppb)	Trimethyl-benzenes (ppb)	Xylene (Total) (ppb)
12/20/2000	841.25	64.64	2000	2700	6500	<700	56000	1310	13700
5/24/2002	840.61	65.28	14000	2800	2900	ns	53000	2100	15100
8/19/2002	838.86	67.03	16000	4500	4900	390	54000	1520	20000
11/10/2004	840.26	65.63	14000	3070	1900	<600	46400	2030-2690	14370
2/23/2005	839.62	66.27	14900	3290	2580	1155	59200	3425	18750
4/18/2006	840.27	65.62	16000	3140	1460	ns	52000	1900	14600
7/18/2006	836.64	69.25	8100	1980	600	ns	38000	1380-1930	13500
10/18/2006	838.70	67.19	15200	3000	2340	ns	45000	1210-2410	13600
1/17/2007	838.58	67.31	10300	2050	750	ns	36000	670-1870	9100
4/18/2007	840.47	65.42	16000	3140	1460	ns	52000	1900	14600
8/7/2007	834.70	71.19	10500	4500	560	ns	64000	2070	19500
10/6/2008	840.09	65.80	3700	1560	<700	<1800	16200	580-810	6660
1/7/2009	841.71	64.18	6900	3200	<62	570	44000	2040	14600
1/7/2010	842.63	63.26	6800	2330	<84	470	35000	2100	13500

Note: Bold type indicates an ES exceedance, *italics* indicates a PAL exceedance.

Groundwater Analytical Results Summary
 Luszcak Property/Shell Station LUST Site BRRTS# 03-57-241298

Well MW-3

PVC Elevation = 906.34 Ft MSL

Date	Water Elevation (in feet)	Depth to Water (in feet)	Benzene (ppb)	Ethyl Benzene (ppb)	MTBE (ppb)	Naphthalene (ppb)	Toluene (ppb)	Trimethyl-benzenes (ppb)	Xylene (Total) (ppb)
12/20/2000	841.29	65.05	<0.1	<0.1	1.7	<0.7	0.21	<0.5	<0.2
5/24/2002	840.73	65.61	<0.4	<0.4	2.5	ns	<0.4	<0.5	<0.9
8/19/2002	839.00	67.34	<0.4	<0.5	1.4	<0.5	<0.5	<0.5	<0.6
11/10/2004	840.24	66.10	<0.29	<0.56	<0.2	<0.6	<0.57	<1.17	<1.74
2/23/2005	839.67	66.67	<0.26	<0.3	0.6	<0.85	<0.52	<1.15	<1.17
4/18/2006	840.25	66.09	<0.12	<0.5	<0.11	ns	<0.13	<1.11	<2.0
7/18/2006	836.83	69.51	<0.17	<1	0.6	ns	<0.78	<1.95	<2.84
10/18/2006	838.56	67.78	<0.47	<0.38	<0.52	ns	<0.59	<1.59	<1.42
1/17/2007	839.69	66.65	<0.47	<0.38	<0.52	ns	<0.59	<1.59	<1.42
4/18/2007	840.27	66.07	<0.12	<0.5	<0.11	ns	<0.13	<1.11	<2.0
8/7/2007	835.81	70.53	<0.47	<0.38	<0.52	ns	<0.46	<1.57	<0.99
10/6/2008	839.94	66.40	<0.24	<0.35	<0.7	<1.8	<0.39	<0.74	<1.67
1/7/2009	841.77	64.57	<0.49	<0.68	<0.62	<0.88	<0.46	<1.42	<1.85
1/7/2010	842.03	64.31	<0.45	<0.76	<0.42	<1.4	<0.53	<1.13	<1.58

Well MW-4

PVC Elevation = 906.57 Ft MSL

Date	Water Elevation (in feet)	Depth to Water (in feet)	Benzene (ppb)	Ethyl Benzene (ppb)	MTBE (ppb)	Naphthalene (ppb)	Toluene (ppb)	Trimethyl-benzenes (ppb)	Xylene (Total) (ppb)
5/24/2002	840.41	66.16	19000	2800	5700	390	57000	1390	14200
8/19/2002	838.67	67.90	19000	5000	5100	730	63000	4500	22300
11/10/2004	839.93	66.64	8140	4990	<200	1250	38700	5050	21710
2/23/2005	839.28	67.29	11000	9060	2550	3310	69600	12900	42600
4/18/2006	839.95	66.62	4500	4100	<22	ns	32000	4130	18700
7/18/2006	836.12	70.45	16000	5200	2100	ns	52000	4890	9800
10/18/2006	838.30	68.27	9000	3500	870	ns	33000	2670-3870	16600
1/17/2007	839.45	67.12	5000	2670	<520	ns	29400	1610-2810	12600
4/18/2007	840.11	66.46	4500	4100	<22	ns	32000	4130	18700
8/7/2007	835.24	71.33	17900	6100	780	ns	65000	4360	27000
10/6/2008	839.60	66.97	15700	3500	<700	<1800	55000	4400	18200
1/7/2009	841.38	65.19	9300	3110	<310	2190	35000	6190	18100
1/7/2010	842.34	64.23	6200	2690	<84	910	30300	3970	15000

Note: Bold type indicates an ES exceedance, *italics* indicates a PAL exceedance.

Groundwater Analytical Results Summary
Luszczak Property/Shell Station LUST Site BRRTS# 03-57-241298

Well MW-5

PVC Elevation = 905.26 Ft MSL

Date	Water Elevation (in feet)	Depth to Water (in feet)	Benzene (ppb)	Ethyl Benzene (ppb)	MTBE (ppb)	Naphthalene (ppb)	Toluene (ppb)	Trimethyl-benzenes (ppb)	Xylene (Total) (ppb)
5/24/2002	840.58	64.68	<0.4	<0.5	1.6	<0.5	1.1	<0.5	<0.6
8/19/2002	838.75	66.51	<0.4	<0.5	2.6	<0.5	<0.5	<0.5	<0.6
11/10/2004	840.01	65.25	<0.29	<0.56	<0.2	<0.6	<0.57	<1.17	<1.74
2/23/2005	839.37	65.89	<0.26	<0.3	<0.36	<0.85	<0.52	<1.15	<1.17
4/18/2006	840.08	65.18	<0.12	<0.5	<0.11	ns	<0.13	<1.11	<2.0
7/18/2006	837.00	68.26	<0.17	<1	<0.52	ns	<0.78	<1.95	<2.84
10/18/2006	838.54	66.72	<0.47	<0.38	<0.52	ns	<0.59	<1.59	<1.42
1/17/2007	839.68	65.58	<0.47	<0.38	<0.52	ns	<0.59	<1.59	<1.42
4/18/2007	840.21	65.05	<0.12	<0.5	<0.11	ns	<0.13	<1.11	<2.0
8/7/2007	835.95	69.31	<0.47	<0.38	<0.52	ns	<0.46	<1.57	<0.99
10/6/2008	COULD NOT LOCATE/APPEARS TO HAVE BEEN DESTROYED DURING SIDEWALK INSTALLATION								
1/7/2009	COULD NOT LOCATE/APPEARS TO HAVE BEEN DESTROYED DURING SIDEWALK INSTALLATION								
1/7/2010	COULD NOT LOCATE/APPEARS TO HAVE BEEN DESTROYED DURING SIDEWALK INSTALLATION								

Well P-5

PVC Elevation = 905.32 Ft MSL

Date	Water Elevation (in feet)	Depth to Water (in feet)	Benzene (ppb)	Ethyl Benzene (ppb)	MTBE (ppb)	Naphthalene (ppb)	Toluene (ppb)	Trimethyl-benzenes (ppb)	Xylene (Total) (ppb)
5/24/2002	840.41	64.91	2700	660	620	150	3800	390	2660
8/19/2002	838.78	66.54	2200	610	320	110	2100	410	2450
11/10/2004	840.01	65.31	1050	307	179	78.5	100	206.5	344
2/23/2005	839.34	65.98	7.2	2.4	3.1	<0.85	0.85	1-1.83	0.65-1.44
4/18/2006	840.04	65.28	<0.12	<0.5	<0.11	ns	<0.13	<1.11	<2.0
7/18/2006	836.75	68.57	740	201	79	ns	6	34-46	40.3
10/18/2006	838.83	66.49	<0.47	<0.38	6	ns	<0.59	<1.59	<1.42
1/17/2007	839.93	65.39	420	112	65	ns	<5.9	4.6-16.6	<14.2
4/18/2007	840.29	65.03	<0.12	<0.5	<0.11	ns	<0.13	<1.11	<2.0
8/7/2007	836.14	69.18	131	41	13.4	ns	2.15	1.57-1.94	2.84
10/6/2008	COULD NOT LOCATE/APPEARS TO HAVE BEEN DESTROYED DURING SIDEWALK INSTALLATION								
1/7/2009	COULD NOT LOCATE/APPEARS TO HAVE BEEN DESTROYED DURING SIDEWALK INSTALLATION								
1/7/2010	COULD NOT LOCATE/APPEARS TO HAVE BEEN DESTROYED DURING SIDEWALK INSTALLATION								

Note: Bold type indicates an ES exceedance, *italics* indicates a PAL exceedance.

Groundwater Analytical Results Summary
 Luszcak Property/Shell Station LUST Site BRRTS# 03-57-241298

Well MW-6

PVC Elevation = 905.55 Ft MSL

Date	Water Elevation (in feet)	Depth to Water (in feet)	Benzene (ppb)	Ethyl Benzene (ppb)	MTBE (ppb)	Naphthalene (ppb)	Toluene (ppb)	Trimethyl-benzenes (ppb)	Xylene (Total) (ppb)
11/10/2004	840.01	65.54	<0.29	<0.56	<0.2	<0.6	<0.57	<1.17	<1.74
2/23/2005	839.22	66.33	<0.26	<0.3	<0.36	<0.85	<0.52	<1.15	<1.17
4/18/2006	839.97	65.58	<0.12	<0.5	<0.11	ns	<0.13	<1.11	<2.0
7/18/2006	836.20	69.35	<0.17	<1	<0.52	ns	<0.78	<1.95	<2.84
10/18/2006	838.05	67.50	<0.47	<0.38	<0.52	ns	<0.59	<1.59	<1.42
1/17/2007	839.43	66.12	<0.47	<0.38	<0.52	ns	<0.59	<1.59	<1.42
4/18/2007	840.12	65.43	<0.12	<0.5	<0.11	ns	<0.13	<1.11	<2.0
8/7/2007	835.42	70.13	<0.47	<0.38	<0.52	ns	<0.46	<1.57	<0.99
10/6/2008	839.77	65.78	<0.24	<0.35	<0.7	<1.8	<0.39	<0.74	<1.67
1/7/2009	841.36	64.19	<0.49	<0.68	<0.62	<0.88	<0.46	<1.42	<1.85
1/7/2010	842.35	63.20	<0.45	<0.76	<0.42	<1.4	<0.53	<1.13	<1.58

Well P-6

PVC Elevation = 905.75 Ft MSL

Date	Water Elevation (in feet)	Depth to Water (in feet)	Benzene (ppb)	Ethyl Benzene (ppb)	MTBE (ppb)	Naphthalene (ppb)	Toluene (ppb)	Trimethyl-benzenes (ppb)	Xylene (Total) (ppb)
11/10/2004	840.38	65.37	28	17	10	0.76	<0.57	<1.17	<1.74
2/23/2005	839.60	66.15	6.3	1.3	<0.36	<0.85	<0.52	<1.15	<1.17
4/18/2006	840.37	65.38	<0.12	<0.5	<0.11	ns	<0.13	<1.11	<2.0
7/18/2006	836.54	69.21	<i>4.8</i>	2.32	<0.52	ns	<0.78	<1.95	<2.84
10/18/2006	838.83	66.92	3.75	<0.38	<0.52	ns	<0.59	<1.59	<1.42
1/17/2007	839.82	65.93	161	43	14.7	ns	0.7	<1.59	1.98
4/18/2007	840.51	65.24	<0.12	<0.5	<0.11	ns	<0.13	<1.11	<2.0
8/7/2007	835.99	69.76	5.7	0.43	<0.52	ns	<0.46	<1.57	0.75-1.07
10/6/2008	COULD NOT LOCATE/APPEARS TO HAVE BEEN DESTROYED DURING SIDEWALK INSTALLATION								
1/7/2009	COULD NOT LOCATE/APPEARS TO HAVE BEEN DESTROYED DURING SIDEWALK INSTALLATION								
1/7/2010	COULD NOT LOCATE/APPEARS TO HAVE BEEN DESTROYED DURING SIDEWALK INSTALLATION								

Note: Bold type indicates an ES exceedance, *italics* indicates a PAL exceedance.

Groundwater Analytical Results Summary
 Luszcak Property/Shell Station LUST Site BRRS# 03-57-241298

Well P-7

PVC Elevation = 907.48 Ft MSL

Date	Water Elevation (in feet)	Depth to Water (in feet)	Benzene (ppb)	Ethyl Benzene (ppb)	MTBE (ppb)	Naphthalene (ppb)	Toluene (ppb)	Trimethyl-benzenes (ppb)	Xylene (Total) (ppb)
11/10/2004	839.94	67.54	<0.29	<0.56	<0.2	<0.6	<0.57	<1.17	<1.74
2/23/2005	839.03	68.45	<0.26	<0.3	<0.36	<0.85	<0.52	<1.15	<1.17
4/18/2006	839.97	67.51	<0.12	<0.5	<0.11	ns	<0.13	<1.11	<2.0
7/18/2006	836.81	70.67	<0.17	<1	<0.52	ns	<0.78	<1.95	<2.84
10/18/2006	838.38	69.10	<0.47	<0.38	<0.52	ns	<0.59	<1.59	<1.42
1/17/2007	839.66	67.82	<0.47	<0.38	<0.52	ns	<0.59	<1.59	<1.42
4/18/2007	823.57	83.91	<0.12	<0.5	<0.11	ns	<0.13	<1.11	<2.0
8/7/2007	837.06	70.42	<0.47	<0.38	<0.52	ns	<0.46	<1.57	<0.99
10/6/2008	841.30	66.18	<0.24	<0.35	<0.7	<1.8	<0.39	<0.74	<1.67
1/7/2009	842.77	64.71	<0.49	<0.68	<0.62	<0.88	<0.46	<1.42	<1.85
1/7/2010	843.16	64.32	<0.45	<0.76	<0.42	<1.4	<0.53	<1.13	<1.58

Note: Bold type indicates an ES exceedance, *italics* indicates a PAL exceedance.

Summary of Free Product Levels & Recovery
 Luszcak Property LUST Site BRRTS# 03-57-241298

DATE		MW-2	MW-4	GALS REC./PERIOD	TOT GALS RECOVERED
04/03/01	Inches of FP	0.02	0	Not Removed	Not Removed
05/11/01	Inches of FP	0.03	0	Not Removed	Not Removed
11/26/03	Inches of FP	0	3	0.06	0.06
	Gals Recovered	0	0.06		
12/29/03	Inches of FP	0	0	0.03	0.09
	Inches of Sock Saturated	No Sock	4		
	Gals Recovered	0	0.03		
01/27/04	Inches of FP	0	0	0.00	0.09
	Inches of Sock Saturated	No Sock	0		
	Gals Recovered	0	0		
02/25/04	Inches of FP	0	0	0.00	0.09
	Inches of Sock Saturated	No Sock	No Sock		
	Gals Recovered	0	0		
03/24/04	Inches of FP	0	0.25	0.00	0.09
	Inches of Sock Saturated	No Sock	No Sock		
	Gals Recovered	0	0		
04/08/04	Inches of FP	0	0	0.00	0.09
	Inches of Sock Saturated	No Sock	0		
	Gals Recovered	0	0		
05/05/04	Inches of FP	0	0	0.00	0.09
	Inches of Sock Saturated	No Sock	0		
	Gals Recovered	0	0		
05/24/04	Inches of FP	0	0	0.00	0.09
	Inches of Sock Saturated	No Sock	0		
	Gals Recovered	0	0		
08/09/04	Inches of FP	0	0	0.00	0.09
	Inches of Sock Saturated	No Sock	0		
	Gals Recovered	0	0		
10/11/04	Inches of FP	0	0	0.00	0.09
	Inches of Sock Saturated	No Sock	0		
	Gals Recovered	0	0		
11/10/04	Inches of FP in Well	0	0	0.00	0.09
	Inches of Sock Saturated	No Sock	No Sock		
	Gals Recovered	0	0		
02/23/05	Inches of FP in Well	0	0	0.00	0.09
	Inches of Sock Saturated	No Sock	No Sock		
	Gals Recovered	0	0		
03/20/06	Inches of FP in Well	0	1.5	0.01	0.10
	Inches of Sock Saturated	No Sock	No Sock		
	Gals Recovered	0	0.01		
4/18/2006	Inches of FP in Well	0	0.25	0.12	0.22
	Inches of Sock Saturated	No Sock	16		
	Gals Recovered	0	0.12		
07/18/06	Inches of FP in Well	0	0.5	0.02	0.24
	Inches of Sock Saturated	No Sock	1		
	Gals Recovered	0	0.02		
10/18/2006	Inches of FP in Well	0	0	0.00	0.24
	Inches of Sock Saturated	0	0		
	Gals Recovered	0	0		
1/17/2007	Inches of FP in Well	0	0	0.04	0.28
	Inches of Sock Saturated	No Sock	6		
	Gals Recovered	0	0.04		
4/18/2007	Inches of FP in Well	0	0	0.00	0.28
	Inches of Sock Saturated	No Sock	0		
	Gals Recovered	0	0		
8/7/2007	Inches of FP in Well	0	0	0.00	0.28
	Inches of Sock Saturated	No Sock	0		
	Gals Recovered	0	0		
10/6/2008	Inches of FP in Well	0	0	0.00	0.28
	Inches of Sock Saturated	No Sock	0		
	Gals Recovered	0	0		
1/7/2009	Inches of FP in Well	0	0	0.00	0.28
	Inches of Sock Saturated	No Sock	0		
	Gals Recovered	0	0		
1/7/2010	Inches of FP in Well	0	0	0.00	0.28
	Inches of Sock Saturated	No Sock	0		
	Gals Recovered	0	0		

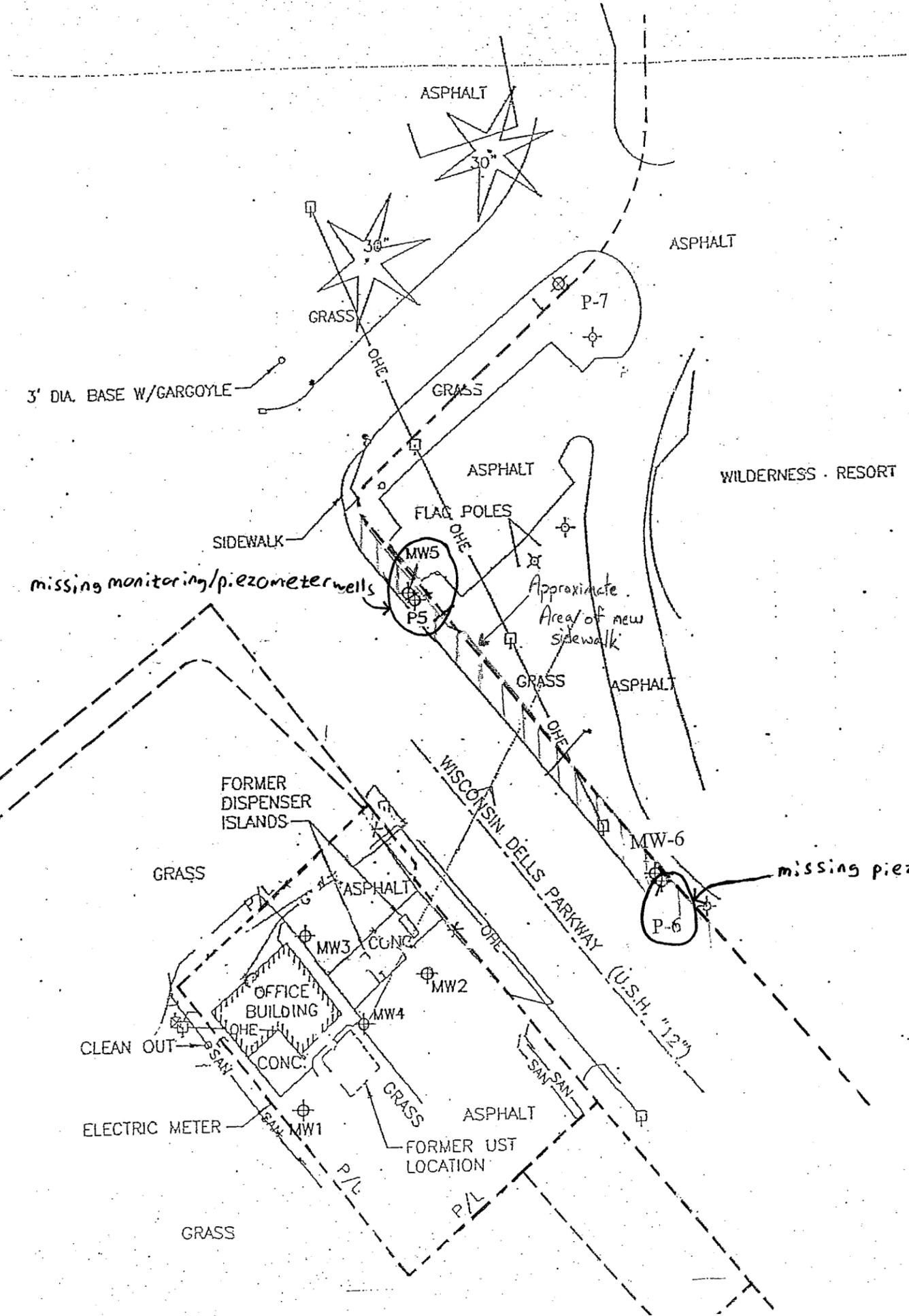
Watertable Elevation Table
Luszczak Property/Shell Station BRRTS# 03-57-241298
Lake Delton, Wisconsin

	MW-1	MW-2	MW-3	MW-4	MW-5	P-5	MW-6	P-6	P-7
<i>pvc top (ft)</i>	907.09	905.89	906.34	906.57	905.26	905.32	905.55	905.75	907.48

<i>Date</i>	MW-1	MW-2	MW-3	MW-4	MW-5	P-5	MW-6	P-6	P-7
12/20/2000	841.43	841.25	841.29	NM	NM	NM	NM	NM	NM
1/12/2001	841.77	841.63	841.58	NM	NM	NM	NM	NM	NM
2/23/2001	841.43	841.34	841.31	NM	NM	NM	NM	NM	NM
4/3/2001	841.28	841.09	841.19	NM	NM	NM	NM	NM	NM
4/5/2001	NM	841.54	NM						
4/10/2001	NM	841.47	NM						
5/11/2001	841.30	841.11	841.19	NM	NM	NM	NM	NM	NM
5/14/2001	NM	840.81	NM						
7/12/2001	NM	839.25	NM						
5/24/2002	840.77	840.61	840.73	840.41	840.58	840.41	NM	NM	NM
8/19/2002	839.05	838.86	839.00	838.67	838.75	838.78	NM	NM	NM
9/3/2002	839.36	839.21	839.24	838.94	838.90	838.93	NM	NM	NM
11/10/2004	840.39	840.26	840.24	839.93	840.01	840.01	840.01	840.38	839.94
2/23/2005	839.84	839.62	839.67	839.28	839.37	839.34	839.22	839.60	839.03
4/18/2006	840.36	840.27	840.25	839.95	840.08	840.04	839.97	840.37	839.97
7/18/2006	836.74	836.64	836.83	836.12	837.00	836.75	836.20	836.54	836.81
10/18/2006	838.70	838.70	838.54	838.30	838.54	838.83	838.05	838.83	838.38
1/17/2007	839.71	838.58	839.69	839.45	839.68	839.94	839.43	839.82	839.66
4/18/2007	840.38	840.47	840.27	840.11	840.21	840.29	840.12	840.51	823.57
8/7/2007	835.70	834.70	835.81	835.24	835.95	836.14	835.42	835.99	837.06
10/6/2008	840.04	840.09	839.94	839.60	CNL	CNL	839.77	CNL	841.30
1/7/2009	841.86	841.71	841.77	841.38	CNL	CNL	841.36	CNL	842.77
1/7/2010	842.76	842.63	842.03	842.34	CNL	CNL	842.35	CNL	843.16

Note: Elevation are presented in feet mean sea level (msl).
 NM = Not Measured
 CNL = Could Not Locate

IMPROPERLY ABANDONED
MONITORING WELL



LEGEND

MW1
⊕
MONITORING WELL

Monitoring/Piezometer wells MW-6, P-6, and P-7 were installed by METCO on November 1-3, 2004

----- Approximate Property Lines

Modified by Metco 12/7/2004 PC
2/9/2009 BW

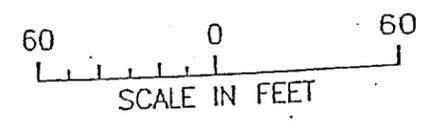


FIGURE 4

Site Layout Map

LUSZCZAK PROPERTY
LAKE DELTON, WISCONSIN

MSA TRANSPORTATION • MUNICIPAL • REMEDIATION
DEVELOPMENT • ENVIRONMENTAL
1220 South Boulevard, Baraboo, WI 53913
608-256-2771 1-800-362-4525 Fax: 608-256-2770
PROFESSIONAL SERVICES

DRAWN BY RHM DATE 11-1-07 SHEET _____ OF _____
CHECKED BY _____ SCALE AS NOTED FILE NO. 212813FC

IMPROPERLY ABANDONED MONITORING WELL

Route To: Watershed/Wastewater Waste Management
 Remediation/Redevelopment Other

MONITORING WELL CONSTRUCTION
 Form 4400-113A Rev. 7-98

Facility/Project Name Former Shell Station	Local Grid Location of Well ft. <input type="checkbox"/> N. <input type="checkbox"/> E. <input type="checkbox"/> S. <input type="checkbox"/> W.	Well Name MW5
Facility License, Permit or Monitoring No.	Local Grid Origin <input checked="" type="checkbox"/> (estimated: <input type="checkbox"/>) or Well Location <input type="checkbox"/> Lat. 43° 35' 16.0" Long. 89° 47' 4.0" or	Wis. Unique Well No. PF 560 DNR Well Number
Facility ID	St. Plane _____ ft. N, _____ ft. E. S/C/N	Date Well Installed 05/15/2003
Type of Well Well Code 11/mw	Section Location of Waste/Source SW <input type="checkbox"/> 1/4 of SE <input type="checkbox"/> 1/4 of Sec. 21 , T. 13 N, R. 6 <input checked="" type="checkbox"/> E <input type="checkbox"/> W	Well Installed By: (Person's Name and Firm) Kevin McCumber
Distance from Waste/Source 150 ft.	Location of Well Relative to Waste/Source u <input type="checkbox"/> Upgradient s <input type="checkbox"/> Sidegradient d <input checked="" type="checkbox"/> Downgradient n <input type="checkbox"/> Not Known	Gov. Lot Number _____
Enf. Stds. Apply <input checked="" type="checkbox"/>		Badger State Drilling

A. Protective pipe, top elevation 905.53 ft. MSL	1. Cap and lock? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
B. Well casing, top elevation 905.26 ft. MSL	2. Protective cover pipe: a. Inside diameter: 8.0 in
C. Land surface elevation _____ ft. MSL	b. Length: 1.5 ft
D. Surface seal, bottom _____ ft. MSL or 1.5 ft.	c. Material: Steel <input checked="" type="checkbox"/> 04 Other <input type="checkbox"/>
12. USCS classification of soil near screen: GP <input type="checkbox"/> GM <input type="checkbox"/> GC <input type="checkbox"/> GW <input type="checkbox"/> SW <input type="checkbox"/> SP <input type="checkbox"/> SM <input type="checkbox"/> SC <input type="checkbox"/> ML <input type="checkbox"/> MH <input type="checkbox"/> CL <input type="checkbox"/> CH <input type="checkbox"/> Bedrock <input checked="" type="checkbox"/>	d. Additional protection? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, describe: _____
13. Sieve analysis attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	3. Surface seal: Bentonite <input type="checkbox"/> 30 Concrete <input checked="" type="checkbox"/> 01 Other <input type="checkbox"/>
14. Drilling method used: Rotary <input checked="" type="checkbox"/> 50 Hollow Stem Auger <input type="checkbox"/> 41 Other <input type="checkbox"/>	4. Material between well casing and protective pipe: Bentonite <input type="checkbox"/> 30 Filter pack <input checked="" type="checkbox"/>
15. Drilling fluid used: Water <input type="checkbox"/> 02 Air <input checked="" type="checkbox"/> 01 Drilling Mud <input type="checkbox"/> 03 None <input type="checkbox"/> 99	5. Annular space seal: a. Granular/Chipped Bentonite <input checked="" type="checkbox"/> 33 b. _____ Lbs/gal mud weight ... Bentonite-sand slurry <input type="checkbox"/> 35 c. _____ Lbs/gal mud weight ... Bentonite slurry <input type="checkbox"/> 31 d. _____ % Bentonite ... Bentonite-cement grout <input type="checkbox"/> 50 e. 13 Ft ³ volume added for any of the above f. How installed: Tremie <input type="checkbox"/> 01 Tremie pumped <input type="checkbox"/> 02 Gravity <input checked="" type="checkbox"/> 08
16. Drilling additives used? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Describe _____	6. Bentonite seal: a. Bentonite granules <input type="checkbox"/> 33 b. <input type="checkbox"/> 1/4 in. <input checked="" type="checkbox"/> 3/8 in. <input type="checkbox"/> 1/2 in. Bentonite chips <input checked="" type="checkbox"/> 32 c. _____ Other <input type="checkbox"/>
17. Source of water (attach analysis, if required): _____	7. Fine sand material: Manufacturer, product name & mesh size a. Ohio 40-60 b. Volume added 1 ft ³
E. Bentonite seal, top _____ ft. MSL or 2.0 ft.	8. Filter pack material: Manufacturer, product name & mesh size a. Ohio #30 b. Volume added 4 ft ³
F. Fine sand, top _____ ft. MSL or 54.9 ft.	9. Well casing: Flush threaded PVC schedule 40 <input checked="" type="checkbox"/> 23 Flush threaded PVC schedule 80 <input type="checkbox"/> 24 Other <input type="checkbox"/>
G. Filter pack, top _____ ft. MSL or 57.0 ft.	10. Screen material: Schedule 40, PVC
H. Screen joint, top _____ ft. MSL or 59.0 ft.	a. Screen Type: Factory cut <input checked="" type="checkbox"/> 11 Continuous slot <input type="checkbox"/> 01 Other <input type="checkbox"/>
I. Well bottom _____ ft. MSL or 74.0 ft.	b. Manufacturer Timco
J. Filter pack, bottom _____ ft. MSL or 76.0 ft.	c. Slot size: 0.010 in
K. Borehole, bottom _____ ft. MSL or 76.0 ft.	d. Slotted length: 15.0 ft
L. Borehole, diameter 6.0 in.	11. Backfill material (below filter pack): None <input checked="" type="checkbox"/> 14 Other <input type="checkbox"/>
M. O.D. well casing 2.32 in.	
N. I.D. well casing 2.00 in.	

I hereby certify that the information on this form is true and correct to the best of my knowledge.
 Signature: *[Signature]* Firm: **MSA Professional Services, Inc.** Tel: (608)356-2771
 1230 South Boulevard Baraboo, WI 53913 Fax: (608)356-2770

Please complete both Forms 4400-113A and 4400-113B and return them to the appropriate DNR office and bureau. Completion of these reports is required by chs. 160, 281, 283, 289, 291, 292, 293, 295, and 299, Wis. Stats., and ch. NR 141, Wis. Adm. Code. In accordance with chs. 281, 289, 291, 292, 293, 295, and 299, Wis. Stats., failure to file these forms may result in a forfeiture of between \$10 and \$25,000, or imprisonment for up to one year, depending on the program and conduct involved. Personally identifiable information on these forms is not intended to be used for any other purpose. NOTE: See the instructions for more information, including where the completed forms should be sent.

IMPROPERLY ABANDONED MONITORING WELL

Route To: Watershed/Wastewater Waste Management
Remediation/Redevelopment Other

MONITORING WELL CONSTRUCTION
Form 4400-113A Rev. 7-98

Facility/Project Name Former Shell Station	Local Grid Location of Well ft. <input type="checkbox"/> N. <input type="checkbox"/> E. <input type="checkbox"/> S. <input type="checkbox"/> W.	Well Name P5
Facility License, Permit or Monitoring No.	Local Grid Origin <input checked="" type="checkbox"/> (estimated: <input type="checkbox"/>) or Well Location <input type="checkbox"/>	Wis. Unique Well No. PF 559 DNR Well Number
Facility ID	Lat. 43° 35' 16.0" Long. 89° 47' 4.0" or	Date Well Installed 05/15/2003
Type of Well	St. Plane _____ ft. N. _____ ft. E. S/C/N	Well Installed By: (Person's Name and Firm) Kevin McCumber
Well Code 11/mw	Section Location of Waste/Source SW <u>1/4</u> of SE <u>1/4</u> of Sec. <u>21</u> T. <u>13</u> N, R. <u>6</u> <input checked="" type="checkbox"/> E <input type="checkbox"/> W	Badger State Drilling
Distance from Waste/Source 150 ft.	Location of Well Relative to Waste/Source u <input type="checkbox"/> Upgradient s <input type="checkbox"/> Sidegradient d <input checked="" type="checkbox"/> Downgradient n <input type="checkbox"/> Not Known	
Enf. Stds. Apply <input checked="" type="checkbox"/>	Gov. Lot Number	

- A. Protective pipe, top elevation 905.58 ft. MSL
- B. Well casing, top elevation 905.32 ft. MSL
- C. Land surface elevation _____ ft. MSL
- D. Surface seal, bottom _____ ft. MSL or 1.5 ft.

12. USCS classification of soil near screen:
 GP GM GC GW SW SP
 SM SC ML MH CL CH
 Bedrock

13. Sieve analysis attached? Yes No

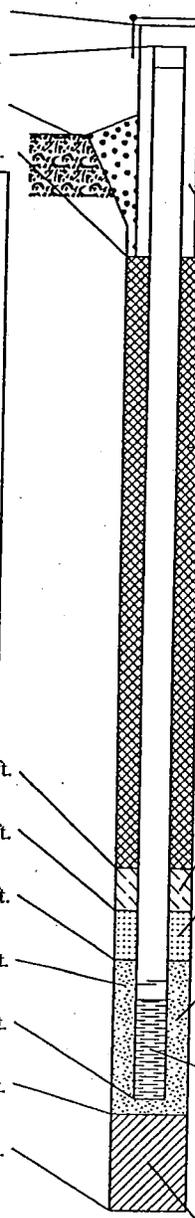
14. Drilling method used: Rotary 5 0
 Hollow Stem Auger 4 1
 Other

15. Drilling fluid used: Water 0 2 Air 0 1
 Drilling Mud 0 3 None 9 9

16. Drilling additives used? Yes No

Describe _____

17. Source of water (attach analysis, if required): _____



- 1. Cap and lock? Yes No
- 2. Protective cover pipe:
 - a. Inside diameter: 8.0 in
 - b. Length: 1.5 ft
 - c. Material: Steel 0 4
Other
 - d. Additional protection? Yes No
If yes, describe: _____
- 3. Surface seal: Bentonite 3 0
Concrete 0 1
Other
- 4. Material between well casing and protective pipe: Bentonite 3 0
Filter pack Other
- 5. Annular space seal:
 - a. Granular/Chipped Bentonite 3 3
 - b. _____ Lbs/gal mud weight ... Bentonite-sand slurry 3 5
 - c. 5 Lbs/gal mud weight ... Bentonite slurry 3 1
 - d. _____ % Bentonite ... Bentonite-cement grout 5 0
 - e. 70 Ft³ volume added for any of the above
 - f. How installed: Tremie 0 1
Tremie pumped 0 2
Gravity 0 8
- 6. Bentonite seal:
 - a. Bentonite granules 3 3
 - b. 1/4 in. 3/8 in. 1/2 in. Bentonite chips 3 2
 - c. _____ Other
- 7. Fine sand material: Manufacturer, product name & mesh size
a. Ohio 40-60
- b. Volume added 1 ft³
- 8. Filter pack material: Manufacturer, product name & mesh size
a. Ohio #30
- b. Volume added 2 ft³
- 9. Well casing: Flush threaded PVC schedule 40 2 3
Flush threaded PVC schedule 80 2 4
Other
- 10. Screen material: Schedule 40, PVC
 - a. Screen Type: Factory cut 1 1
Continuous slot 0 1
Other
 - b. Manufacturer Timco
 - c. Slot size: 0.010 in
 - d. Slotted length: 5.0 ft
- 11. Backfill material (below filter pack): None 1 4
Other

- E. Bentonite seal, top _____ ft. MSL or 2.0 ft.
- F. Fine sand, top _____ ft. MSL or 82.0 ft.
- G. Filter pack, top _____ ft. MSL or 83.8 ft.
- H. Screen joint, top _____ ft. MSL or 85.0 ft.
- I. Well bottom _____ ft. MSL or 74.0 ft.
- J. Filter pack, bottom _____ ft. MSL or 91.0 ft.
- K. Borehole, bottom _____ ft. MSL or 91.0 ft.
- L. Borehole, diameter 6.0 in.
- M. O.D. well casing 2.32 in.
- N. I.D. well casing 2.00 in.

I hereby certify that the information on this form is true and correct to the best of my knowledge.

Signature [Signature] Firm **MSA Professional Services, Inc.**
 1230 South Boulevard Baraboo, WI 53913
 Tel: (608)356-2771 Fax: (608)356-2771

Please complete both Forms 4400-113A and 4400-113B and return them to the appropriate DNR office and bureau. Completion of these reports is required by chs. 160, 281, 283, 289, 291, 292, 293, 295, and 299, Wis. Stats.; and ch. NR 141, Wis. Adm. Code. In accordance with chs. 281, 289, 291, 292, 293, 295, and 299, Wis. Stats., failure to file these forms may result in a forfeiture of between \$10 and \$25,000, or imprisonment for up to one year, depending on the program and conduct involved. Personally identifiable information on these forms is not intended to be used for any other purpose. NOTE: See the instructions for more information, including where the completed forms should be sent.

IMPROPERLY ABANDONED MONITORING WELL

Source: _____ Route To: _____
 Watershed/Wastewater Waste Management
 Remediation/Redevelopment Other

MONITORING WELL CONSTRUCTION
 Form 4400-113A Rev. 6-97

Luszczak Property
 Facility License, Permit or Monitoring No. _____
 Facility ID 3410-2191
 Type of Well Well Code 12/pz
 Distance Well Is From Waste/Source Boundary _____ ft.

Local Grid Location of Well
 _____ ft. N. _____ ft. E.
 _____ ft. S. _____ ft. W.
 Grid Origin Location (Check if estimated:)
 Lat. _____ " Long. _____ " or
 St. Plane _____ ft. N, _____ ft. E. S/C/N
 Section Location of Waste/Source
 _____ 1/4 of _____ 1/4 of Sec. _____ T. _____ N, R. _____ E W
 Location of Well Relative to Waste/Source
 u Upgradient s Sidegradient
 d Downgradient n Not Known

Well Name **PZ-6**
 Wis. Unique Well No/DNR Well Number _____
 Date Well Installed 11/02/2004
 Well Installed By: (Person's Name and Firm)
 P. Dickinson
 Boart Longyear

A. Protective pipe, top elevation _____ ft. MSL
 B. Well casing, top elevation _____ Flush ft. MSL
 C. Land surface elevation _____ ft. MSL
 D. Surface seal, bottom _____ ft. MSL or 1.0 ft.

12. USC classification of soil near screen:
 GP GM GC GW SW SP
 SM SC ML MH CL CH
 Bedrock

13. Sieve analysis attached? Yes No

14. Drilling method used: Rotary 5 0
 Hollow Stem Auger 4 1
 Air _____ Other

15. Drilling fluid used: Water 0 2 Air 0 1
 Drilling Mud 0 3 None 9 9

16. Drilling additives used? Yes No
 Describe _____

17. Source of water (attach analysis): _____

1. Cap and lock? Yes No
 2. Protective cover pipe:
 a. Inside diameter: 9.0 in.
 b. Length: 1.0 ft.
 c. Material: Steel 0 4
 Other
 d. Additional protection? Yes No
 If yes, describe: _____
 3. Surface seal: Bentonite 3 0
 Concrete 0 1
 Other
 4. Material between well casing and protective pipe:
 Bentonite 3 0
 Sand
 5. Annular space seal:
 a. Granular Bentonite 3 3
 b. _____ Lbs/gal mud weight . Bentonite-sand slurry 3 5
 c. _____ Lbs/gal mud weight . . . Bentonite slurry 3 1
 d. _____ % Bentonite . . . Bentonite-cement grout 5 0
 e. _____ Ft³ volume added for any of the above
 f. How installed: Tremie 0 1
 Tremie pumped 0 2
 Gravity 0 8
 6. Bentonite seal:
 a. Bentonite granules 3 3
 b. 1/4 in. 3/8 in. 1/2 in. Bentonite pellets 3 2
 c. _____ Other
 7. Fine sand material: Manufacturer, product name and mesh size
 a. #7 Badger
 b. Volume added _____ ft³
 8. Filter pack material: Manufacturer, product name and mesh size
 a. #40 Badger
 b. Volume added _____ ft³
 9. Well casing: Flush threaded PVC schedule 40 2 3
 Flush threaded PVC schedule 80 2 4
 Other
 10. Screen material: PVC
 a. Screen Type: Factory cut 1 1
 Continuous slot 0 1
 Other
 b. Manufacturer Boart Longyear
 c. Slot size: 0.010 in.
 d. Slotted length: 5.0 ft.
 11. Backfill material (below filter pack): None 1 4
 Other

E. Bentonite seal, top _____ ft. MSL or 75.0 ft.
 F. Fine sand, top _____ ft. MSL or 82.0 ft.
 G. Filter pack, top _____ ft. MSL or 83.0 ft.
 H. Screen joint, top _____ ft. MSL or 85.0 ft.
 I. Well bottom _____ ft. MSL or 90.0 ft.
 J. Filter pack, bottom _____ ft. MSL or 91.0 ft.
 K. Borehole, bottom _____ ft. MSL or 91.0 ft.
 L. Borehole, diameter 6.0 in.
 M. O.D. well casing 2.37 in.
 N. I.D. well casing 2.06 in.

I hereby certify that the information on this form is true and correct to the best of my knowledge.
 Signature: *[Handwritten Signature]* Firm: Boart Longyear Company
 101 Alderson Street Schofield, WI 54476
 Tel: 715-359-7090 Fax: 715-355-5715

Please complete both Forms 4400-113A and 4400-113B and return to the appropriate DNR office and bureau. Completion of these reports is required by chs. 160, 281, 283, 289, 291, 292, 293, 295, and 299, Wis. Stats., and ch. NR 141, Wis. Adm. Code. In accordance with chs. 281, 289, 291, 292, 293, 295, and 299, Wis. Stats., failure to file these forms may result in a forfeiture of between \$10 and \$25,000, or imprisonment for up to one year, depending on the program and conduct involved. Personally identifiable information on these forms is not intended to be used for any other purpose. NOTE: See the instructions for more information, including where the completed forms should be sent.



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1421 State Road 16 ♦ La Crosse, WI 54601 ♦ 1-800-552-2932 ♦ Fax (608) 781-8893 Email: rona@metcohq.com ♦ www.metcohq.com

July 15, 2010

Kay MacKese
Village of Lake Delton- Clerk
50 Wisconsin Dells Parkway South
PO Box 87
Lake Delton, WI 53940-0087

Subject: Missing monitoring well from Luszcak property LUST Investigation (BRRTS#: 03-57-241298) petroleum investigation located at 584 Wisconsin Dells Parkway, Lake Delton, Wisconsin 53940.

Dear Mrs. MacKese,

On October 6, 2008, the Wisconsin Department of Natural Resources (WDNR) was notified that monitoring/piezometer wells MW-5, P-5, and P-6 located in the Village of Lake Delton Right-of-Way at 511 E. Adams St. can not be located or properly abandoned because it has been removed or destroyed during construction of the new sidewalk. METCO has made a reasonable effort to locate the lost wells to determine whether it was properly abandoned but have been unsuccessful in those efforts. You need to understand that in the future the Village of Lake Delton may be held responsible for any problems associated with monitoring/piezometer wells MW-5, P-5, and P-6 if they create a conduit for contaminants to enter groundwater. If in the future the lost monitoring/piezometer wells are found, the Village of Lake Delton will be required to notify the WDNR and to properly abandon the wells in compliance with the requirements in ch. NR 141, Wis. Adm. Code, and to submit the required documentation of the abandonments to the WDNR.

Because the lost monitoring/piezometer wells cannot be properly abandoned at this time, they will be listed on the DNR Remediation and Redevelopment GIS Registry.

If you have any questions regarding this matter please contact Hank Kuehling of the WDNR at 608-275-3286 or myself at 608-781-8879.

Sincerely,

Jason T. Powell
Project Manager

Attached: Site map with missing monitoring well location



Excellence through experience™

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1421 State Road 16 ♦ La Crosse, WI 54601 ♦ 1-800-552-2932 ♦ Fax (608) 781-8893 Email: rona@metcohq.com ♦ www.metcohq.com

July 15, 2010

Sharlene Te Beest
Wisconsin Department of Transportation
4802 Sheboygan Ave., Rm. 451
PO Box 7965
Madison, WI 53707-7965

Subject: Missing monitoring well from Luszczak property LUST Investigation (BRRTS#: 03-57-241298) petroleum investigation located at 584 Wisconsin Dells Parkway, Lake Delton, Wisconsin 53940.

Dear Mrs. Te Beest,

On October 6, 2008, the Wisconsin Department of Natural Resources (WDNR) was notified that monitoring/piezometer wells MW-5, P-5, and P-6 located in the Village of Lake Delton Right-of-Way of US Highway 12 (Adams St.) can not be located or properly abandoned because it has been removed or destroyed during construction of the new sidewalk. METCO has made a reasonable effort to locate the lost wells to determine whether it was properly abandoned but have been unsuccessful in those efforts. You need to understand that in the future the Wisconsin DOT may be held responsible for any problems associated with monitoring/piezometer wells MW-5, P-5, and P-6 if they create a conduit for contaminants to enter groundwater. If in the future the lost monitoring/piezometer wells are found, the Wisconsin DOT will be required to notify the WDNR and to properly abandon the wells in compliance with the requirements in ch. NR 141, Wis. Adm. Code, and to submit the required documentation of the abandonments to the WDNR.

Because the lost monitoring/piezometer wells cannot be properly abandoned at this time, they will be listed on the DNR Remediation and Redevelopment GIS Registry.

If you have any questions regarding this matter please contact Hank Kuehling of the WDNR at 608-275-3286 or myself at 608-781-8879.

Sincerely,

Jason T. Powell
Project Manager

Attached: Site map with missing monitoring well location

Impacted Off-Source Property Information

Form 4400-246 (R 3/08)

This fillable form is intended to provide a list of information that must be submitted for evaluation for case closure. It is to be used in conjunction with Form 4400-202, Case Closure Request (Section H). 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 #:

ACTIVITY NAME:

ID	Off-Source Property Address	Parcel Number	WTM X	WTM Y
<input type="text" value="A"/>	<input type="text" value="511 E Adams St, Wisconsin Dells, WI"/>	<input type="text" value="146-0250-30000; *0165-00000; *0182-10000; *0313-40000"/>	<input type="text" value="537482"/>	<input type="text" value="345957"/>
<input type="text" value="B"/>	<input type="text" value="564 Wisconsin Dells Parkway, Wisconsin Dells, WI"/>	<input type="text" value="146-0302-00000"/>	<input type="text" value="537445"/>	<input type="text" value="345943"/>
<input type="text" value="C"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="D"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="E"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="F"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="G"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="H"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="I"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

COPY

August 11, 2010

Wilderness Hotel & Resort Inc.
PO Box 830
Wisconsin Dells, WI 53965-0000

To Whom It May Concern,

Groundwater contamination exists on your property located at 511 E. Adams Street, Wisconsin Dells, Wisconsin. The source of this groundwater contamination appears to have originated from former petroleum underground storage tank systems that existed at the Luszczak Property site located at 584 Wisconsin Dells Parkway.

Since I (Harry Nelson) am the "responsible party" for the contamination on your property, neither you nor any subsequent owner of your property will be held responsible for investigation or cleanup of this groundwater contamination, as long as you and any subsequent owners comply with the requirements of section 292.13, Wis. Stat., including allowing access to your property for environmental investigation or cleanup, if access is required. A copy of the WDNR's Fact Sheet 10: *Guidance for Dealing with Properties Affected by Off-Site Contamination* (publication #RR-589) is attached for your review.

The levels of Benzene contamination in the groundwater on your property were above the state groundwater enforcement standards ("ES") found in chapter NR 140, Wis. Adm. Code. However, these exceedances were noted in 2007 and the environmental consultants who have investigated this contamination have informed me that this groundwater contaminant plume is stable and in the process receding and will naturally degrade over time. The environmental consultants believe that allowing natural attenuation to complete the cleanup at this site will meet the requirements for case closure that are found in chapters NR 726 and NR 746 Wis. Adm. Code. Therefore, I will be requesting that the Wisconsin Department of Natural Resources ("WDNR") accept natural attenuation as the final remedy for this site and grant case closure. Closure means that the WDNR will not be requiring any further investigation or active cleanup action to be taken, other than the reliance on natural attenuation.

The WDNR will not review my closure request for at least 30 days after the date of this letter. As a potentially affected property owner, you have the right to contact the WDNR 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 WDNR that is relevant to this closure request, you should mail that information to Hank Kuehling, WDNR, 3911 Fish Hatchery Road, Fitchburg, WI 53711.

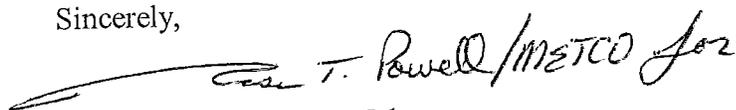
If this case is closed, all properties within the site boundaries where groundwater contamination exceeds the ES will be listed on the WDNR's geographic information system ("GIS") Registry of Closed Remediation Sites. The information on the GIS Registry includes maps showing the location of properties in Wisconsin where groundwater contamination above the ES was found at the time that the case was closed. This GIS Registry is available to the general public on the WDNR's internet web site. Please review the enclosed legal description of your property, and notify me within the next 30 days if the legal description is incorrect.

The Village of Lake Delton has a community owned and operated water system which supplies potable water to your property. However, should you or any subsequent property owner wish to construct or reconstruct a well on your property, special well construction standards may be necessary to protect the well from the residual groundwater contamination. Any well driller who proposes to construct a well on your property in the future will first need to call the Diggers Hotline (1-800-242-8511) and also contact the Drinking Water program within the WDNR to determine if there is a need for special well construction standards. A WDNR well construction application form may be obtained by contacting the WDNR at the address above or by accessing the WDNR website at <http://www.dnr.state.wi.us/org/water/dwg/3300254.pdf>.

Once the WDNR makes a decision on my closure request, it will be documented in a letter. If the WDNR grants closure, you may obtain a copy of this letter by requesting a copy from me, by writing to the agency address given above, or by accessing the DNR GIS Registry of Closed Remediation Sites on the Internet at <http://www.dnr.wi.gov/org/aw/rr/gis/index.htm>. A copy of the closure letter is included as part of the site file on the "GIS Registry of Closed Remediation Sites."

If you need more information, please contact me at E12250 County Road W, Baraboo, WI 53913 or (608) 355-0693 or Hank Kuehling, WDNR, 3911 Fish Hatchery Road, Fitchburg, WI 53711 or (608) 275-3286.

Sincerely,



Jason Powell for Harry Nelson

Enclosures: legal description, WDNR Publication # RR-589, map, table of analytical results

OFF-SOURCE
A
PROPERTY

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

ilderness Hotel & Resort Inc.
O. Box 830
Wisconsin Dells, WI 53965

2. Article Number
(Transfer from service label)

PS Form 3811, February 2004

COMPLETE THIS SECTION ON DELIVERY

- A. Signature Agent
 Addressee
x Viera Lucertkova
- B. Received by (Printed Name) *VIERA LUCERTKOVA*
- C. Date of Delivery *8/16/10*
- D. Is delivery address different from item 1? Yes
If yes, enter delivery address below: No

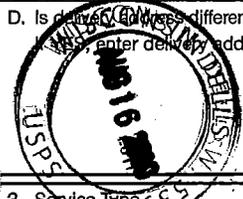
3. Service type
- Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

7010 0780 0001 8345 9317

Domestic Return Receipt

102595-02-M-1540



OFF-SOURCE
A
PROPERTY

LEGAL DESCRIPTION (property at 511 E. Adams Street, Wisconsin Dells,
Wisconsin)

S 21-13-16 That PRT SE $\frac{1}{4}$ & S $\frac{1}{2}$, NE $\frac{1}{4}$, as described in D-767043/767044 (Including
Outlot 1 Certified Survey Map #4548) EXC Outlot 2 Certified Survey Map #4548 &
EXC That PRT Deeded to Village for Adams St. & Canyon Rd. Per D-878235 24.93A
M/L (=POS 10640 EXC OL 2 Certified Survey Map No. 4548 EXC D-878235) (S/EASE
PER D-763274)

OFF-SOURCE
A
PROPERTY

STATE BAR OF WISCONSIN FORM 3 - 2000

QUIT CLAIM DEED

Document Number

000066

767043

This Deed, made between Wild Golf, Inc.

Grantor,

and Wilderness Hotel & Resort, Inc.

Grantee.

Grantor quit claims to Grantee the following described real estate in Sauk County, State of Wisconsin: (if more space is needed, please attach addendum):

SEE ATTACHED LEGAL DESCRIPTION.

Transfer Fee

\$ 2100.00

Together with all appurtenant rights, title and interests.

Dated this 30th day of January, 2002.

WILD GOLF, INC.

* Thomas J. Lucke, President

AUTHENTICATION

Signature(s)

authenticated this _____ day of _____,

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, _____
authorized by § 706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY

Michael J. Ableidinger, Esq.

Sweeney & Sweeney, S.C.

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

REGISTRAR'S OFFICE
SAUK COUNTY WI
RECEIVED FOR RECORD

AT 5:00 O'CLOCK A M

ON Jan 31 20 02

Scott Bailey
REGISTRAR

B. Cook

Recording Area

Name and Return Address

Timothy C. Sweeney
Sweeney & Sweeney, S.C.
2 Science Court, Second Floor
Madison, WI 53711

SEE ATTACHED PARCEL
IDENTIFICATION NUMBERS

Parcel Identification Number (PIN)

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

Attest:

* S. Peter Helland, Jr., Secretary

ACKNOWLEDGMENT

STATE OF WISCONSIN)

Sauk) ss.

County.)

Personally came before me this 30th day of

January, 2002 the above named

Thomas J. Lucke and S. Peter

Helland, Jr., as President and

Secretary of Wild Golf, Inc.

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

* Timothy C. Sweeney

Notary Public, State of Wisconsin

My Commission is permanent. (If not, state expiration date: _____.)

*Names of persons signing in any capacity must be typed or printed below their signature.

QUIT CLAIM DEED

STATE BAR OF WISCONSIN

FORM No. 3-2000

Sweeney & Sweeney, S.C. 2 Science Ct Stop 2, Madison WI 53711-1090

Phone: (608) 238-4444

Fax: (608) 238-8262

Michael J. Ableidinger, Esq.

Produced with ZipForm™ by RE FormsNet, LLC 18025 Fifteen Mile Road, Clinton Township, Michigan 48035, (800) 383-9805

T6427486.ZFX

A parcel of land located in Lot 1 of Certified Survey Map No. 3059 recorded in the Sauk County, Wisconsin Register of Deeds Office in Volume 14 of Certified Survey Maps, page 3059, as Document No. 610384, and Outlots One (1) and Two (2) of Certified Survey Map No. 4548 recorded in the Sauk County, Wisconsin Register of Deeds Office in Volume 24 of Certified Survey Maps, page 4548, as Document No. 763181, and in the Southwest 1/4 of the Northeast 1/4, Southeast 1/4 of the Northeast 1/4, Northwest 1/4 of the Southeast 1/4, the Northeast 1/4 of the Southeast 1/4, Southwest 1/4 of the Southeast 1/4 and the Southeast 1/4 of the Southeast 1/4 of Section 21, Township 13 North, Range 6 East, in the Village of Lake Delton, Sauk County, Wisconsin, bounded by the following described line: Commencing at the West 1/4 corner of said Section 21; thence North 89° 41' 50" East along East-West quarter line, 3430.88 feet to center of Canyon Road and point of beginning; thence North 89° 41' 50" East along said quarter line, 73.61 feet; thence North 79° 35' 30" East, 208.96 feet to West line of Wilderness Lodge Condominium; thence South 15° 09' 30" East along said West line, 116.10 feet; thence South 86° 25' 30" East along South line of said Wilderness Lodge Condominium, 226.55 feet; thence North 10° 25' East along East line of said Wilderness Lodge Condominium, 70.00 feet; thence South 86° 25' 30" East along said East line, 21.98 feet (recorded as 21.60 feet); thence North 54° 01' East along said East line, 38.14 feet; thence North 3° 34' East along said East line, 21.50 feet; thence North 82° 55' East, 15.24 feet; thence North 72° 20' East, 76.94 feet to the South line of Wilderness Lodge Condominium; thence North 90° 00' East along said South line, 139.61 feet; thence North 0° 00' East along said South line, 132.63 feet; thence North 77° 32' East along said South line, 180.52 feet; thence North 59° 40' East along said South line, 202.35 feet; thence North 85° 56' 30" East along said South line, 105.75 feet; thence North 4° 03' 30" West along East line of Wilderness Lodge Condominium, 461.19 feet to Southeast corner of Outlot 10, Lake Delton Unit No. 4 and meander corner along top bank of Congress Hall Canyon; thence South 4° 03' 30" East along meander line, 760.60 feet; thence South 2° 30' 30" East, 937.02 feet to end of meander line; thence South 4° 53' West, 70.00 feet to Northeast corner of Wilderness Fairway Condominium; thence South 65° 28' 30" West along North line of Wilderness Fairway Condominium, 342.48 feet to the Northwest corner of Wilderness Fairway Condominium; thence South 2° 39' East along West line of Wilderness Fairway Condominium, 147.08 feet; thence South 9° 05' East along East line of Lot 1, Certified Survey Map No. 3059, 443.90 feet; thence North 43° 35' West along North line of Lot 1, Certified Survey Map No. 4548, 153.20 feet; thence North 2° 36' East along said North line, 118.04 feet; thence North 38° 26' West along said North line, 122.00 feet; thence South 45° 00' West along West line of said Lot 1, 214.28 feet; thence South 25° 06' West along said West line, 57.28 feet; thence South 28° 42' East along said West line, 27.03 feet; thence South 52° 28' West along said West line, 66.76 feet to the centerline of U.S.H. "12"; thence North 37° 32' West along said centerline, 40.72 feet; thence North 52° 28' East, 40.01 feet to Northeast line of U.S.H. "12" thence North 33° 45' West along said Northeast line, 154.56 feet; thence North 37° 32' West along said Northeast line, 201.89 feet; thence Northerly along a curve to right, radius 25.00 feet, whose chord bears North 11° 19' 30" West, 22.08 feet; thence North 52° 28' East, 109.93 feet; thence North 37° 32' West, 66.00 feet; thence South 52° 28' West, 109.93 feet; thence Northwesterly on a curve to the right, radius 25.00 feet, whose chord bears North 63° 44' 30" West, 22.08 feet; thence North 37° 32' West along said Northeast line, 37.70 feet; thence North 14° 58' East along West line of Outlot 2, Certified Survey Map No. 4548, 54.83 feet; thence South 86° 16' East along North line of said Outlot 2, 132.79 feet; thence Southwesterly on a curve to the right, radius 85.50 feet, whose chord bears South 44° 26' 30" West, 23.88 feet; thence South 37° 32' East, 66.00 feet; thence Northerly on a curve to the left, radius 151.50 feet, whose chord bears North 28° 10' 45" East, 124.63 feet; thence North 88° 48' 30" East, 33.06 feet to the centerline of Adams Street; thence North 2° 24' West along said centerline, 153.35 feet; thence North 23° 40' West along said centerline, 84.40 feet; thence North 55° 48' East along East line of Lot 1, Certified Survey Map No. 2638, 207.73 feet; thence North 39° 04' East along said East line, 27.79 feet; thence North 7° 02' East along said East line, 50.62 feet; thence North 1° 35' West along said East line, 43.93 feet; thence North 0° 41' West along said East line, 214.99 feet; thence North 0° 34' East along said East line, 89.10 feet; thence North 11° 13' West along said East line, 76.10 feet; thence North 20° 02' West along said East line, 114.71 feet; thence North 35° 31' West along said East line, 97.27 feet; thence North 42° 13' West along said East line, 86.38 feet; thence South 49° 01' West along North line of said Lot 1, Certified Survey Map No. 2638, 45.36 feet; thence South 10° 25' West along said North line, 74.66 feet; thence South 67° 07' West along the said North line, 361.83 feet to the centerline of Adams Street; thence North 57° 32' West along said centerline, 329.79 feet to centerline of Canyon Road; thence Northerly along the centerline of Canyon Road on a curve to the left, radius 850.00 feet, whose chord bears North 34° 54' 15" East, 91.83 feet to point of beginning, including all land between meander line and top of West bank of Congress Hall Canyon.

PARCEL NOS.: 146-0250-30000; 146-0165-00000; 146-0182-10000; 146-0313-40000;
146-0340-10000; 146-0250-10000; 146-0250-20000; PART OF 146-0250-01000;
146-0250-02000; AND PART OF: 146-0250-40000

COPY

August 11, 2010

Wohlfahrt International LLC
170 Malin Dr.
Wytherville, VA 24382

To Whom It May Concern,

Groundwater contamination exists on your property located at 564 Wisconsin Dells Parkway, Wisconsin Dells, Wisconsin. The source of this groundwater contamination appears to have originated from former petroleum underground storage tank systems that existed at the Luszczak Property site located at 584 Wisconsin Dells Parkway.

Since I (Harry Nelson) am the "responsible party" for the contamination on your property (Northeast corner), neither you nor any subsequent owner of your property will be held responsible for investigation or cleanup of this groundwater contamination, as long as you and any subsequent owners comply with the requirements of section 292.13, Wis. Stat., including allowing access to your property for environmental investigation or cleanup, if access is required. A copy of the WDNR's Fact Sheet 10: *Guidance for Dealing with Properties Affected by Off-Site Contamination* (publication #RR-589) is attached for your review.

The levels of Benzene, Ethylbenzene, Naphthalene, Toluene, TMB's, and Xylene contamination in the groundwater on your property were above the state groundwater enforcement standards ("ES") found in chapter NR 140, Wis. Adm. Code. However, the environmental consultants who have investigated this contamination have informed me that this groundwater contaminant plume is stable and in the process receding and will naturally degrade over time. The environmental consultants believe that allowing natural attenuation to complete the cleanup at this site will meet the requirements for case closure that are found in chapters NR 726 and NR 746 Wis. Adm. Code. Therefore, I will be requesting that the Wisconsin Department of Natural Resources ("WDNR") accept natural attenuation as the final remedy for this site and grant case closure. Closure means that the WDNR will not be requiring any further investigation or active cleanup action to be taken, other than the reliance on natural attenuation.

The WDNR will not review my closure request for at least 30 days after the date of this letter. As a potentially affected property owner, you have the right to contact the WDNR 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 WDNR that is relevant to this closure request, you should mail that information to Hank Kuehling, WDNR, 3911 Fish Hatchery Road, Fitchburg, WI 53711.

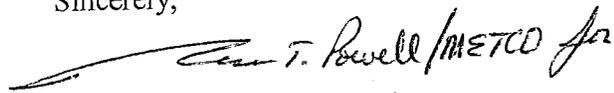
If this case is closed, all properties within the site boundaries where groundwater contamination exceeds the ES will be listed on the WDNR's geographic information system ("GIS") Registry of Closed Remediation Sites. The information on the GIS Registry includes maps showing the location of properties in Wisconsin where groundwater contamination above the ES was found at the time that the case was closed. This GIS Registry is available to the general public on the WDNR's internet web site. Please review the enclosed legal description of your property, and notify me within the next 30 days if the legal description is incorrect.

The Village of Lake Delton has a community owned and operated water system which supplies potable water to your property. However, should you or any subsequent property owner wish to construct or reconstruct a well on your property, special well construction standards may be necessary to protect the well from the residual groundwater contamination. Any well driller who proposes to construct a well on your property in the future will first need to call the Diggers Hotline (1-800-242-8511) and also contact the Drinking Water program within the WDNR to determine if there is a need for special well construction standards. A WDNR well construction application form may be obtained by contacting the WDNR at the address above or by accessing the WDNR website at <http://www.dnr.state.wi.us/org/water/dwg/3300254.pdf>.

Once the WDNR makes a decision on my closure request, it will be documented in a letter. If the WDNR grants closure, you may obtain a copy of this letter by requesting a copy from me, by writing to the agency address given above, or by accessing the DNR GIS Registry of Closed Remediation Sites on the Internet at <http://www.dnr.wi.gov/org/aw/rr/gis/index.htm>. A copy of the closure letter is included as part of the site file on the "GIS Registry of Closed Remediation Sites."

If you need more information, please contact me at E12250 County Road W, Baraboo, WI 53913 or (608) 355-0693 or Hank Kuehling, WDNR, 3911 Fish Hatchery Road, Fitchburg, WI 53711 or (608) 275-3286.

Sincerely,



Jason Powell for Harry Nelson

Enclosures: legal description, WDNR Publication # RR-589, map, table of analytical results

OFF-SOURCE
B
PROPERTY

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Vohlfahrt International LLC
170 Malin Dr.
Mytherville, VA 24382

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 Kathleen Stasch Agent
 Addressee

B. Received by (*Printed Name*)
C. Date of Delivery
8-16-10

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

E. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (*Extra Fee*) Yes

2. Article Number
(*Transfer from service label*) 7010 0780 0001 8345 9331

LEGAL DESCRIPTION (property at 564 Wisconsin Dells Parkway, Wisconsin Dells, Wisconsin)

A parcel of land in the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ and the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 21, Township 13 North, Range 6 East, Village of Lake Delton, Sauk County, Wisconsin, which is bounded by the following described line: Commencing at the Southeast corner of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 21; thence North $9^{\circ} 41'$ West, 1385 feet to a point on the Southwesterly right of way line of U.S.H. 12; thence South $39^{\circ} 55'$ East, 237 feet along the Southwesterly right of way line of U.S.H. 12; thence South $50^{\circ} 05'$ West, 125 feet; thence South $39^{\circ} 55'$ East, 175 feet; thence North $50^{\circ} 05'$ East, 120 feet to a point on the Southwesterly right of way line of U.S.H. 12, said point being the point of beginning; thence South $39^{\circ} 55'$ East, 113.5 feet along the Southwesterly right of way line of U.S.H. 12; thence South $50^{\circ} 05'$ West, 50 feet; thence South $39^{\circ} 55'$ East, 50 feet; thence South $50^{\circ} 05'$ West, 510.82 feet to a point on the Northeasterly line of a parcel of land previously conveyed to Dells Speedway; thence Northwesterly 171.4 feet, more or less, along the Northeasterly line of the parcel previously conveyed to Dells Speedway to a point which lies South $50^{\circ} 05'$ West, 612.2 feet, more or less, from the point of beginning; thence North $50^{\circ} 05'$ East, 612.2 feet, more or less, to the point of beginning.

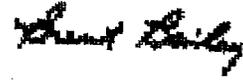
001018

STATE BAR OF WISCONSIN FORM 1 - 2000
WARRANTY DEED

Document Number

DOC# 869014

Recorded
APR. 19, 2005 AT 12:40PM



REGISTRAR'S OFFICE
SAUK COUNTY WI
RECEIVED FOR RECORD

Fee Amount: \$13.00
Transfer Fee: \$1950.00

13-
(1950)

This Deed, made between David Guess and Arlene Guess,
individually and as husband and wife

Grantor,
and Wohlfahrt International, LLC, a Limited Liability Company

Grantee.
Grantor, for a valuable consideration, conveys to Grantee the following
described real estate in Sauk County, State of Wisconsin (the
"Property") (if more space is needed, please attach addendum):

SEE DESCRIPTION ON REVERSE

Name and Return Address

Quarles & Brady
Kevin Delorey
Box 2113
Madison, WI 53701-2113

146-0302-00000

Parcel Identification Number (PIN)

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

Together with all appurtenant rights, title and interests.

Grantor warrants that the title to the Property is good, indefeasible in fee simple and free and clear of encumbrances except municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, general taxes levied in the year of closing.

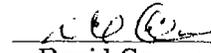
Dated this 15th day of April, 2005

(SEAL)

* _____

(SEAL)

* _____



(SEAL)

* David Guess,



(SEAL)

* Arlene Guess

AUTHENTICATION

Signature(s) _____

authenticated this _____ day of _____

* _____

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, _____
authorized by §706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY

Attorney Sandra Cardo Gorsuch

Box 417, Reedsburg, WI 53959

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

ACKNOWLEDGMENT

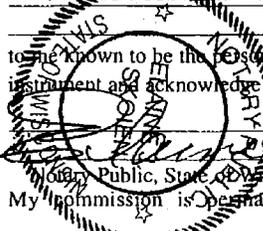
State of Wisconsin,

Sauk County, } ss.

Personally came before me this 15th day of
April 2005, the above named

David Guess and Arlene Guess

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



Notary Public, State of Wisconsin

My commission is permanent. (If not, state expiration date: _____)

* Names of persons signing in any capacity must be typed or printed below their signature.

001019

A parcel of land in the Southwest 1/4 of the Southeast 1/4 and the Southeast 1/4 of the Southeast 1/4 of Section 21, Township 13 North, Range 6 East, Village of Lake Delton, Sauk County, Wisconsin, which is bounded by the following described line: Commencing at the Southeast corner of the Southwest 1/4 of the Southeast 1/4 of said Section 21; thence North 9° 41' West, 1385 feet to a point on the Southwesterly right of way line of U.S.H. 12; thence South 39° 55' East, 237 feet along the Southwesterly right of way line of U.S.H. 12; thence South 50° 05' West, 125 feet; thence South 39° 55' East, 175 feet; thence North 50° 05' East, 120 feet to a point on the Southwesterly right of way line of U.S.H. 12, said point being the point of beginning; thence South 39° 55' East, 113.5 feet along the Southwesterly right of way line of U.S.H. 12; thence South 50° 05' West, 50 feet; thence South 39° 55' East, 50 feet; thence South 50° 05' West, 510.82 feet to a point on the Northeasterly line of a parcel of land previously conveyed to Dells Speedway; thence Northwesterly 171.4 feet, more or less, along the Northeasterly line of the parcel previously conveyed to Dells Speedway to a point which lies South 50° 05' West, 612.2 feet, more or less, from the point of beginning; thence North 50° 05' East, 612.2 feet, more or less, to the point of beginning.

DOC# 869206

Recorded
APR. 20, 2005 AT 12:30PM

STATE BAR OF WISCONSIN FORM 7 - 1998
TRUSTEE'S DEED

Document Number

Anthony R. Cornellier and Diane M. Cornellier, as Trustees of The Anthony R. Cornellier and Diane M. Cornellier Revocable Trust dated 12-5-01, for a valuable consideration conveys without warranty to Wohlfahrt International, LLC, Grantee, the following described real estate in Sauk County, State of Wisconsin:

See attached Exhibit A

Kevin A. Delorey
REGISTRAR'S OFFICE
SAUK COUNTY WI
RECEIVED FOR RECORD
Fee Amount: \$13.00
Transfer Fee: \$2850.00

B. (2850.00)

Recording Area

Name and Return Address

Kevin A. Delorey
Quarles & Brady LLP
P.O. Box 2113
Madison, WI 53701-2113

146-0300-00000

Parcel Identification Number (PIN)

Dated this 15th day of April, 2005.

Anthony R. Cornellier (SEAL)

* Anthony R. Cornellier
Trustee

Diane M. Cornellier (SEAL)

* Diane M. Cornellier
Trustee

AUTHENTICATION

ACKNOWLEDGMENT

Signature(s) _____

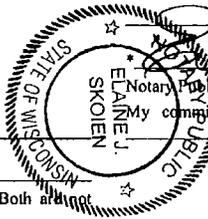
State of Wisconsin,)
Sauk County.) ss.

authenticated this _____ day of _____,

Personally came before me this 15 day of April, 2005, the above named Anthony R. Cornellier and Diane M. Cornellier to me known to be the persons who executed the foregoing instrument and acknowledge the same.

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

THIS INSTRUMENT WAS DRAFTED BY
Kevin A. Delorey, Quarles & Brady LLP



Elaine J. Skoien
Notary Public, State of Wisconsin
My commission is permanent. (If not, state expiration date: 6-15-08)

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

Exhibit A

000000

Parcel 1

Part of the Southwest Quarter of the Southeast Quarter of Section 21, Township 13 North, Range 6 East, Village of Lake Delton, Sauk County, Wisconsin, described as follows:

Commencing at the south quarter corner of said Section 21;
thence North 89°52'45" East along the south line of the Southeast Quarter of said Section 21, 325.03 feet to the southeast corner of Lot 2, Certified Survey Map, No. 5028;
thence North 20°48'00" East along the east line of said Lot 2, Certified Survey Map, No. 5028, the west line of Certified Survey Map, No. 2645 and Certified Survey Map, No. 833, 888.77 feet to the northwest corner of Lot 1, Certified Survey Map, No. 833 and the point of beginning;
thence North 24°41'00" East along the east line of said Lot 2, Certified Survey Map, No. 5028, 54.28 feet to the southwest corner of Outlot 1, Certified Survey Map, No. 5028;
thence North 52°24'04" East along the southeasterly line of Outlot 1, Certified Survey Map, No. 5028, 530.21 feet;
thence North 52°32'00" East along said southeasterly line of Outlot 1, Certified Survey Map, No. 5028, 124.95 feet to the southeast corner of said Outlot 1;
thence South 37°40'27" East along the southwesterly right-of-way line of US Highway 12, 125.00 feet;
thence South 52°34'32" West, 124.90 feet;
thence South 37°36'12" East, 175.22 feet;
thence South 52°19'33" West, 491.89 feet to a point on the northeasterly line of Lot 1, Certified Survey Map, No. 833;
thence North 55°02'49" West along the said northeasterly line of Lot 1, Certified Survey Map, No. 833, 288.82 feet to the point of beginning.

Parcel 2

Non-exclusive easement for the benefit of Parcel 1 created by Land Contract recorded March 16, 1953, in Volume 239 Page 387, for access.



Excellence through experience™

COPY

1421 State Road 16 ♦ La Crosse, WI 54601 ♦ 1-800-552-2932 ♦ Fax (608) 781-8893 Email: rona@metcohq.com ♦ www.metcohq.com

August 11, 2010

Gary Hansen
Public Works Director
121 Skyline Dr.
PO Box 87
Lake Delton, WI 53940-0087

Notification: Luszcak property LUST Site (BRRTS # 03-57-241298), Conditional Case Closure
Notification

Dear Mr. Hansen;

I am writing to inform you that groundwater contamination from the Luszcak property site, located at 584 Wisconsin Dells Parkway, Wisconsin Dells WI, exists within the right of way of Wisconsin Dells Parkway and Parcel # 146-0300-200000 (Northeast corner).

As part of the required documentation, you are hereby notified that residual petroleum contamination exists in the groundwater within the right-of-way of Wisconsin Dells Parkway and Parcel # 146-0300-200000 (Northeast corner) to the north and east of the Luszcak property site. Groundwater contamination was found to exist in the area of the removed Underground Storage Tanks (UST) system. Groundwater contamination has migrated to the north and east across the right of way of Wisconsin Dells Parkway and Parcel # 146-0300-200000. Depth to groundwater in this area is approximately 63-71.5 feet below ground surface.

If the contaminated groundwater is encountered during future construction, it may pose inhalation or other direct contact hazards. Any contaminated groundwater encountered will require sampling and analysis, as well as proper storage, treatment, and disposal of any excavated materials. We are enclosing site map displaying the inferred groundwater contamination plume.

If you have any questions, or require more detailed information, please contact me at METCO's La Crosse office (608-781-8879).

Sincerely,

A handwritten signature in black ink that reads "Jason T. Powell".

Jason T. Powell
Staff Scientist

Enclosure: Map

Notification of Contamination within the Right of Way

County: Sauk

Highway: State Highway 12

Site Name: Luszczyk Property

Site Address: 584 Wisconsin Dells Parkway, Lake Delton, Wisconsin 53940

BRRTS Number: 03-57-241298

PECFA Number: 53940-9999-84-A

FID Number: None

Owner's Name: Harry Nelson

Owner's Address: E12250 County Rd. W, Baraboo, WI 53913

Consulting Firm: METCO

Consultant Contact: Jason Powell

Consultant Address: 1421 State Road 16, La Crosse, WI 54601

Consultant Phone, Fax and E-mail: (608) 781-8879, (608) 781-8893, jasonp@metcohq.com

Soil contamination? No

Depth to contaminated soil:

Vertical extent of contaminated soil: (e.g. from __ foot to __ feet below ground surface)

Groundwater contamination? Yes

Depth to water table: 63 to 71.5 feet

Describe the type(s) of contamination present. Petroleum (Unknown)

Brief summary of cleanup activity: Soil Excavation and Free Product Removal

Attach a current plume map for groundwater contamination

RIGHT-OF-WAY

Subject: RE: Notification of Contamination within the Right of Way - Luszczak Property/Former Shell Station
From: "TeBeest, Sharlene - DOT" <Sharlene.TeBeest@dot.wi.gov>
Date: Fri, 6 Aug 2010 14:19:48 -0500
To: "'Diana Symitczek, METCO - Environmental Program Assistant'" <dianajs@metcohq.com>

Thanks Diana,
I've received the notification for the Luszczak property (former Shell station) in Lake Delton, WI. BRRTS # 03-57-241298.

Shar

Sharlene Te Beest
Hazardous Materials Specialist
WisDOT Bureau of Equity and Environmental Services
sharlene.tebeest@dot.wi.gov
phone 608-266-1476
fax 608-264-6667
cell 608-692-4546
4802 Sheboygan Ave. Room 451
PO Box 7965
Madison, WI 53707-7965

From: Diana Symitczek, METCO - Environmental Program Assistant [mailto:dianajs@metcohq.com]
Sent: Wednesday, August 04, 2010 11:37 AM
To: TeBeest, Sharlene - DOT
Subject: Notification of Contamination within the Right of Way - Luszczak Property/Former Shell Station

Diana Symitczek - Environmental Program Assistant

METCO

1421 State Road 16
La Crosse, WI 54601
608-781-8879 Phone:
608-781-8893 Fax:
Email: dianajs@metcohq.com

----- Original Message -----

Subject: Message from KMBT_420
Date: Wed, 04 Aug 2010 09:41:55 -0600
From: dianajs@metcohq.com