

GIS REGISTRY INFORMATION

SITE NAME: Baecker Oil
BRRTS #: 02-06-285549 **FID # (if appropriate):** 606001110
COMMERCE # (if appropriate): 54610-9999-99
CLOSURE DATE: 6-Sep-07
STREET ADDRESS: SW corner STH 35 and Beach Harbor Rd
CITY: Alma, WI 54610

SOURCE PROPERTY Locational COORDINATES (meters in WTM91 projection): X= 366488 Y= 431061

CONTAMINATED MEDIA: Groundwater Soil Both

OFF-SOURCE GW CONTAMINATION >ES: Yes No

IF YES, STREET ADDRESS 1: _____

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

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

IF YES, STREET ADDRESS 1: _____

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

CONTAMINATION IN RIGHT OF WAY: Yes No

DOCUMENTS NEEDED:

Closure Letter, and any conditional closure letter or denial letter issued

Copy of any maintenance plan referenced in the final closure letter.

Copy of (soil or land use) deed notice *if any required as a condition of closure*

Copy of most recent deed, including legal description, for all affected properties

Certified survey map or relevant portion of the recorded plat map (*if referenced in the legal description*) for all affected properties
 County Parcel ID number, *if used for county*, for all affected properties

Location Map which outlines all properties within contaminated site boundaries on USGS topographic map or plat map in sufficient detail to permit the parcels to be located easily (8.5x14" if paper copy). If groundwater standards are exceeded, the map must also include the location of all municipal and potable wells within 1200' of the site.

Detailed Site Map(s) for all affected properties, showing buildings, roads, property boundaries, contaminant sources, utility lines, monitoring wells and potable wells. (8.5x14", if paper copy) This map shall also show the location of all contaminated public streets, highway and railroad rights-of-way in relation to the source property and in relation to the boundaries of groundwater contamination exceeding ch. NR 140 ESs and soil contamination exceeding ch. NR 720 generic or SSRCLs.

Tables of Latest Groundwater Analytical Results (no shading or cross-hatching)

Tables of Latest Soil Analytical Results (no shading or cross-hatching)

Isoconcentration map(s), if required for site investigation (SI) (8.5x14" if paper copy). The isoconcentration map should have flow direction and extent of groundwater contamination defined. If not available, include the latest extent of contaminant plume map.

GW: Table of water level elevations, with sampling dates, and free product noted if present

GW: Latest groundwater flow direction/monitoring well location map (should be 2 maps if maximum variation in flow direction is greater than 20 degrees)

SOIL: Latest horizontal extent of contamination exceeding generic or SSRCLs, with one contour

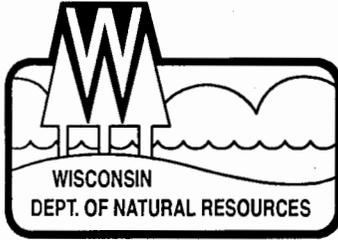
Geologic cross-sections, if required for SI. (8.5x14' if paper copy)

RP certified statement that legal descriptions are complete and accurate

Copies of off-source notification letters (if applicable)

Letter informing ROW owner of residual contamination (if applicable)(public, highway or railroad ROW)

X
NA
NA
X
X
X
X
X
X
X
X
X
X
NA
X



State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

Jim Doyle, Governor
Matthew J. Frank, Secretary
Scott Humrickhouse, Regional Director

West Central Region Headquarters
1300 W. Clairemont Avenue
PO Box 4001
Eau Claire, Wisconsin 54702-4001
Telephone 715-839-3700
FAX 715-839-6076
TTY Access via relay - 711

September 6, 2007

Baecker Oil Company
c/o Mr. Russell Pronschinske
W654 Hesch Valley Road
Cochrane, WI 54622

Subject: Final Closure
Baecker Oil Bulk Plant, STH 35 & Beach Harbor Road, Alma, Wisconsin
WDNR BRRTS Activity # 02-06-285549

Dear Mr. Pronschinske:

The Department of Natural Resources West Central Region Closure Committee has reviewed your request for closure of the case described above. The WDNR Closure Committees review environmental remediation cases for compliance with state rules and statutes to maintain consistency in the closure of these cases. On February 26, 2007, you were notified that the Closure Committee had granted conditional closure to this case.

On September 6, 2007 the Department received correspondence indicating that you have complied with the requirements of closure. Monitoring wells were abandoned, investigative waste has been removed, and proper documentation for the GIS Registry has been received.

Based on the correspondence and data provided, it appears that your case meets the requirements of ch. NR 726, Wisconsin Administrative Code. The Department considers this case closed and no further investigation or remediation is required at this time.

Please be aware that this case may be reopened pursuant to s. NR 726.09, Wisconsin Administrative 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 the environment.

GIS Registry

Your site will be listed on the DNR Remediation and Redevelopment GIS Registry of Closed Remediation Sites. Information that was submitted with your closure request application will be included on the GIS Registry. To review the sites on the GIS Registry web page, visit <http://dnr.wi.gov/org/aw/rr/gis/index.htm>.

The Department appreciates your efforts to restore the environment at this site. We appreciate your efforts to restore the environment at this site. If you have any questions regarding this letter, please contact me at 715 839 1604.

Sincerely,



Thomas Kendzierski
Hydrogeologist
Bureau for Remediation & Redevelopment

cc: Mr. Jason Powell, METCO, 1421 USH 16, LaCrosse, WI 54601

file ✓



State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

Jim Doyle, Governor
Scott Hassett, Secretary
Scott Humrickhouse, Regional Director

West Central Region Headquarters
1300 W. Clairemont Avenue
PO Box 4001
Eau Claire, Wisconsin 54702-4001
Telephone 715-839-3700
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TTY Access via relay - 711

February 26, 2007

Baecker Oil Company
c/o Mr. Russell Pronschinske
W654 Hesch Valley Road
Cochrane, WI 54622

Subject: Conditional Closure Decision,
With Requirements to Achieve Final Closure
Baecker Oil Bulk Plant, STH 35 & Beach Harbor Road, Alma, Wisconsin
WDNR BRRTS Activity # 02-06-285549

Dear Mr. Pronschinske:

The Department of Natural Resources West Central Region Closure Committee has reviewed your request for closure of the case described above. The WDNR Closure Committees review 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 West Central Region Closure Committee has determined that the petroleum contamination on the site from the former underground storage tanks appears to have been investigated and remediated to the extent practicable under site conditions. Your case has been remediated to Department standards in accordance with s. NR 726.05, Wis. Adm. Code and will be closed if the following conditions are satisfied:

MONITORING WELL ABANDONMENT

The monitoring wells at the site must be properly abandoned in compliance with ch. NR 141, Wis. Adm. Code. Please provide an inventory of all wells installed during this investigation and their abandonment dates. Documentation of well abandonment must be submitted to on Form 3300-5B found at www.dnr.state.wi.us/org/water/dwg/gw/ or provided by the Department of Natural Resources.

PURGE WATER, WASTE AND SOIL PILE REMOVAL

Any remaining purge water, waste and/or soil piles generated as part of site investigation or remediation activities must be removed from the site and disposed of or treated in accordance with Department of Natural Resources' rules. Once that work is completed, please send appropriate documentation regarding the treatment or disposal of the remaining purge water, waste and/or soil piles.

REQUIRED ITEMS FOR THE SOIL GIS REGISTRY

Please supply the following two items as required for the Soil GIS Registry;

- Since this is a leased site you need to supply a copy of a letter to the Burlington Northern Santa Fe Railway informing them of the residual contamination on this property.

- A written statement from the Responsible Party stating that the information in the Registry Packet is true and correct.

When the above conditions have been satisfied, please submit the appropriate documentation (for example, well abandonment forms, disposal receipts, copies of correspondence, etc.) to verify that applicable conditions have been met, and your case will be closed.

Your site will be listed on the DNR Remediation and Redevelopment GIS Registry of Closed Remediation Sites. Information that was submitted with your closure request application will be included on the GIS Registry. To review the site on the GIS Registry web page, visit <http://maps.dnr.state.wi.us/brrts>.

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.

Please be aware that the case may be reopened pursuant to s. NR 726.09, Wis. Adm. Code, if additional information regarding site conditions indicates that contamination on or from the site poses a threat to public health, safety, or welfare or to the environment.

We appreciate your efforts to restore the environment at this site. If you have any questions regarding this letter, please contact me at 715 839 1604.

Sincerely,



Thomas Kendzierski
Hydrogeologist
Bureau for Remediation & Redevelopment

cc: Mr. Jason Powell, METCO, 2956 Airport Road, LaCrosse, WI 54603

THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY

**INDEFINITE TERM LEASE
LAND
Lease No. 547872**

Trfr.: 220625, 1-16-1976, Jerome G. Baecker, d/b/a Baecker Oil Co.
Trfr: CBQ 9.14 (BN156606), Jerome G. Baecker

THIS LEASE made this 1st day of January, 1999, between **THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY**, a Delaware corporation, hereinafter called "Lessor", and **BAECKER OIL CORPORATION**, a Wisconsin Corporation, whose post office address is 304 S. Main Street, Alma, WI 54610 and whose billing address is P. O. Box 96, Alma, WI 54610, hereinafter called "Lessee",

WITNESSETH:

In consideration of the covenants hereinafter contained to be kept and performed by Lessee, Lessor hereby leases to Lessee upon the terms and conditions hereinafter set forth, the following described Property ("Property") situated in the City of Alma, County of Buffalo, and State of Wisconsin:

As shown shaded on attached print marked Exhibit "A", dated January 11, 1999, and made a part hereof.

1. This Lease shall commence on January 1, 1999, and may be terminated by either party, at any time, by serving at least thirty (30) days written notice of termination upon the other party, and upon expiration of the time specified in such notice, this Lease and all rights of Lessee shall absolutely cease. Upon any such termination, Lessor shall retain as a charge for use of the Property, a minimum sum equal to three (3) months rental, and any excess unearned portion of the annual rental paid in advance shall be refunded to Lessee.

2. Lessee shall use and occupy said Property for the sole and exclusive purpose of maintaining and operating thereon warehouses and oil storage tanks for the storage of petroleum products. Lessee shall respond to Lessor's reasonable inquiries regarding the use or condition of the Property, and Lessor may enter the Property at reasonable times to check on same.

3. (a) Lessee shall pay rent of Two Thousand Four Hundred and no/100 dollars (\$2,400.00) per year, payable annually in advance, as rental for said Property. Lessor reserves the right to change rental rates as conditions warrant. Billing or acceptance by Lessor of any rental shall not imply a definite term or otherwise restrict either party from canceling this Lease as provided herein. Either party hereto may assign any receivables due it under this Lease, provided however, such assignments shall not relieve the assignor of any of its rights or obligations under this Lease.

(b) Commencing on the first annual rental anniversary date and continuing on all succeeding annual anniversaries, the base rental shall be adjusted in accordance with the changes in the Consumer Price Index indicated in the column for Urban Wage Earners and Clerical Workers, U.S. city average (hereinafter called the "Index"), published by the Bureau of Labor Statistics, U.S. Consumer Price Index from the base index number (i.e., the index number current on the date of this Lease, or the index number from the preceding year, whichever is more current) to the current index number.

If publication of the Consumer Price Index shall be discontinued, the parties hereto shall thereafter use in its place comparable statistics on the cost of living for Urban Wage Earners and Clerical Workers, as they shall be computed and published by an agency of the United States or by a responsible financial periodical of recognized authority then to be selected by the Lessor.

(c) The rental shall be subject to further revision annually or at the discretion of Lessor to adjust same to a fair market value basis.

(d) Lessee acknowledges that Lessor utilizes the rental collection system involving direct deposit of monies received through financial institution selected by Lessor, which precludes Lessor's ability to exercise rejection of a rental payment before Lessee's check is cashed. Lessee agrees that as a condition of Lessor granting this Lease, Lessee hereby waives any right it may have under law to force continuation of this Lease due to Lessor having accepted and cashed Lessee's rental remittance. Lessor shall have the option of rejecting Lessee's payment by refunding to Lessee the rental amount paid by Lessee, adjusted as set forth in this Lease, and enforcing the termination provisions of this Lease.

(e) Payment of rental specified herein is subject to a late payment charge of one and one-half percent (1.5%) per month, eighteen percent (18%) per annum, or such lesser amount permitted by law, on balance past due over thirty (30) days. This shall also apply to any balance due under paragraph 9 hereof.

RSP. 4. ~~Lessee shall pay to Lessor _____ and No/100 Dollars (\$ _____) as a security deposit for the faithful performance of all the terms and conditions of this Lease. In no event shall Lessor be obligated to apply the security deposit to rents or other charges in arrears or to damages for failure to perform the terms and conditions of this Lease by Lessee. Application of the security deposit sum to the arrears of rental payments or damages shall be at the option of Lessor, and the right to possession of the Property by Lessor for nonpayment of rent or for any other reason shall not in any event be affected by this security deposit. The security deposit shall be returned to Lessee when this Lease is terminated, according to the terms of this Lease, if not applied toward the payment of rent in arrears or toward the payment of damages suffered by Lessor by reason of any breach of the terms and conditions of this Lease by Lessee. In no event is any security deposit amount to be returned until Lessee has vacated the Property and delivered possession to Lessor. The security deposit will draw no interest. In the event that Lessor repossesses the Property because of default of Lessee or because of a failure by Lessee to comply with the terms of this Lease, Lessor may apply the security deposit to all damages suffered to the date of repossession and may retain the balance of the security deposit to apply to damages that may accrue or be suffered thereafter by reason of the default or breach of Lessee. Lessor shall not be obligated to hold the security deposit in a separate fund, but may mix the deposit with other funds of Lessor.~~

5. If access to and from the Property shall be required by use of Lessor's property adjacent to the Property, such use is granted on a non-exclusive basis. Lessor shall have the right to designate the location or route to be used. For the purpose of this Lease, access, whether specifically defined or not, is included under the definition of Property. Lessee understands and agrees that Lessor shall apply all of these terms to any property adjacent to the Property which Lessee may occupy just as though the property had been specifically described herein.

6. **LESSOR DOES NOT WARRANT ITS TITLE TO THE PROPERTY NOR UNDERTAKE TO DEFEND LESSEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE.** This Lease is made subject to all outstanding rights or interests of others. If the Property is subsequently found to be subject to prior claim, this Lease shall terminate immediately on notice to that effect from Lessor. Lessee accepts this Lease subject to that possibility. In case of eviction of Lessee by anyone, other than Lessor, owning or claiming title to or any interest in Property, Lessor shall not be liable to Lessee for damage of any kind or to refund any rental paid hereunder, except to return the proportionate part of any rental paid in advance.

7. Lessor reserves to itself, and others, right of access to its adjoining property and the right to construct, maintain and operate trackage, fences, pipelines, signal and communication facilities, telegraph, telephone, power or other transmission lines, or appurtenances or facilities of like character, upon, over, across or beneath the Property, without payment of any sum for any damage, including damage to growing crops, occasioned thereby. The foregoing rights (except the right of access, which is unconditional), shall not be exercised in a manner that unreasonably interferes with Lessee's use of the Property.

8. It is understood that Lessee has inspected the Property and takes it "AS IS", "WHERE IS", and "WITH ALL FAULTS." Lessor is not obligated by this Lease to make any changes, removals, or repairs of any kind nor to construct any fences. Lessee shall use the Property only in the manner described in Paragraph 2 hereof, and shall not construct or place on the Property any advertising billboards, structures, additions or improvements not described herein, or plant or remove trees and shrubbery, except with express prior written permission of Lessor, and at Lessee's sole risk and cost.

9a) In addition to the rent, Lessee shall pay all taxes, utilities and other charges which may become due or be levied against the Property, against Lessee, against the business conducted on the Property or against improvements placed thereon during the actual term hereof, even though such taxes, license fees or other charges may not become due and payable until after cancellation of this Lease. Lessee agrees that Lessor shall not be required to furnish to Lessee any of the above services. If this is a transfer of an existing lease, Lessee must make arrangements with the present Lessee for payment of any delinquent and current taxes. If such arrangements are not made, Lessee agrees to pay all such taxes. If Lessor should make any such payments, Lessee shall reimburse Lessor for all such sums.

b) Should the Property be subject to special assessment for public improvements in the amount of Five Hundred Dollars (\$500.00) or less, Lessee shall promptly reimburse Lessor the amount in full. Should the assessment exceed Five Hundred Dollars (\$500.00), the rental herein shall be increased by twelve percent (12%) per annum of the total.

c) In case of nonpayment of rental, taxes or other charges, the same shall, until paid, constitute a lien on any buildings or other property owned by Lessee on the Property, foreclosable according to law. Lessee shall not remove said buildings or property until said rental, taxes or other charges are paid, unless directed to do so by Lessor.

10a) Lessee shall not place, or permit to be placed, any material, structure, pole or other permanent or temporary obstruction within 8-1/2 feet laterally of the center line or within 24 feet vertically from the top of the rail of any track or such greater clearances as may be required by Lessor or Federal Railroad Authority requirements. If, by statute or order of public authority, greater clearances shall be required, Lessee shall strictly comply with such statute or order.

b) IF, ON APPLICATION BY LESSEE, EITHER OR BOTH THE LATERAL AND VERTICAL CLEARANCES ARE PERMITTED TO BE REDUCED BY ORDER OF COMPETENT PUBLIC AUTHORITY, LESSEE SHALL STRICTLY COMPLY WITH THE TERMS OF ANY SUCH ORDER, AND INDEMNIFY AND HOLD HARMLESS LESSOR, REGARDLESS OF ANY NEGLIGENCE OF LESSOR, FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, EXPENSES, COSTS AND JUDGMENTS ARISING OR GROWING OUT OF LOSS OF OR DAMAGE TO PROPERTY OR INJURY TO OR DEATH OF PERSONS OCCURRING, DIRECTLY OR INDIRECTLY, BY REASON OF SUCH REDUCED CLEARANCE.

c) Lessor's continued operations with knowledge of an unauthorized reduced clearance shall not constitute a waiver of the foregoing covenants of Lessee or of Lessor's right to recover for resulting damages to property or injury to or death of persons.

11. Lessee shall not permit the existence of any nuisance on the Property; shall keep the same in clean and safe condition and free of any explosive, flammable or combustible material which would increase the risk of fire, except such material necessary to Lessee's business; shall not handle or store any potentially dangerous, toxic or hazardous materials; and shall not permit the accumulation of junk, debris or other unsightly materials. Lessee shall at its sole expense keep the Property and any improvements in good repair. Further, Lessee shall comply with all federal, state, local, and police requirements, regulations, ordinances and laws respecting the Property and activities thereon. Lessee shall not permit to exist on the Property any treatment, storage or disposal facility, as those terms are defined by the Federal Resources Conservation and Recovery Act.

12a) Lessee shall not create or permit any condition on the Property that could present a threat to human health or to the environment. Lessee shall indemnify and hold harmless Lessor, regardless of any negligence of Lessor, from any suit or claim growing out of any damages alleged to have been caused, in whole or in part, by an unhealthy, hazardous or dangerous condition caused by, contributed to or aggravated by Lessee's presence on and use of the Property or Lessee's violation of any laws, ordinances, regulations or requirements pertaining to solid or other wastes, chemicals, oil and gas, toxic, corrosive, or hazardous materials, air, water (surface or groundwater) or noise pollution, and the storage, handling, use or disposal of any such material. Lessee shall give Lessor timely notice of any release, violation of environmental laws or inspection or inquiry by governmental authorities charged with enforcing environmental laws with respect to the Property. Lessee also shall give Lessor timely notice of all measures undertaken by or on behalf of Lessee to investigate, remediate, respond to or otherwise cure such release or violation. In the event that Lessor receives notice from Lessee or otherwise of a release or violation of environmental laws which occurred or is occurring during the term of this Lease, Lessor may require Lessee, at Lessee's sole expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation. Lessee shall bear the expense of all practices or work, preventative or remedial, which may be required because of the condition or use of the Property, by Lessee or those claiming by, through or under Lessee, during Lessee's period of occupancy. Lessee expressly agrees that the indemnification and hold harmless obligations it hereby assumes shall survive cancellation of this Lease. Lessee agrees that statutory limitation periods on actions to enforce these obligations shall not be deemed to commence until Lessor has actual knowledge of any such health or environmental impairment, and Lessee hereby knowingly and voluntarily waives the benefits of any shorter limitation period.

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b) In this connection, Lessee expects to use on the Property the following hazardous materials: Gas, Diesel and Oil and to store on the Property the following hazardous materials: Gas, Diesel and Oil. Lessee shall respond to Lessor's reasonable inquiries regarding the use or condition of the Property, and Lessor may enter the Property at such reasonable times and upon reasonable notice to Lessee. Use or storage on the Property of any hazardous materials not disclosed in this paragraph is a breach of this Lease.

13a) It is understood by Lessee that the Property is in dangerous proximity to railroad tracks and that persons and property, whether real or personal, on Property will be in danger of injury, death or destruction incident to the operation of the railroad, including, without limitation, the risk of derailment, fire, or inadequate clearance (including sight clearance or vision obstruction problems at grade crossings on or adjacent to the Property), and Lessee accepts this Lease subject to such dangers.

b) Lessee understands, as one of the material considerations of this Lease without which it would not be granted, that Lessee assumes all risk of injury to or death of all persons, and damage to or loss or destruction of buildings, contents, or other property (including animals) brought upon or in proximity to the Property by Lessee, or by any other person with the consent or knowledge of Lessee, **WITHOUT REGARD TO WHETHER SUCH BE THE RESULT OF NEGLIGENCE OR MISCONDUCT OF ANY PERSON IN THE EMPLOY OR SERVICE OF LESSOR OR OF DEFECTIVE TRACKAGE, EQUIPMENT, OR TRACK STRUCTURES. LESSEE HEREBY INDEMNIFIES AND AGREES TO PROTECT LESSOR FROM ALL SUCH INJURY OR DEATH AND LOSS, DAMAGE OR DESTRUCTION TO PROPERTY, INCLUDING CLAIMS AND CAUSES OF ACTION ASSERTED AGAINST LESSOR BY ANY INSURER OF SAID PROPERTY EXCEPT TO THE EXTENT PROXIMATELY CAUSED BY LESSOR'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. NOTWITHSTANDING THE FOREGOING, HOWEVER, LESSEE SHALL NOT BE LIABLE FOR INJURY TO OR DEATH OF LESSOR'S EMPLOYEES OR AGENTS, OR ROLLING STOCK BELONGING TO LESSOR OR OTHERS, OR SHIPMENTS OF THIRD PARTIES IN THE COURSE OF TRANSPORTATION, WHEN THIS INJURY, DEATH OR DAMAGE IS PROXIMATELY CAUSED BY LESSOR'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.**

c) **LESSEE ALSO AGREES TO INDEMNIFY AND HOLD HARMLESS LESSOR, REGARDLESS OF ANY NEGLIGENCE OF LESSOR, FROM ANY LOSS, DAMAGE, INJURY OR DEATH ARISING FROM ANY ACT OR OMISSION OF LESSEE, LESSEE'S INVITEES, LICENSEES, EMPLOYEES, OR AGENTS, TO THE PERSON OR PROPERTY OF THE PARTIES HERETO AND THEIR EMPLOYEES, AND TO THE PERSON OR PROPERTY OF ANY OTHER PERSON OR CORPORATION WHILE ON OR NEAR THE Property.**

d) Whenever any employee, agent or contractor of Lessee makes any claim for personal injury or death against Lessor within the meaning of the Federal Employers' Liability Act, or any applicable safety act, for any incident caused, wholly or in part, by property, equipment, fixtures or condition belonging to or subject to the control of Lessee, or claims or alleges that he or she is an employee of Lessor or is furthering the operational activities of Lessor, Lessee agrees to indemnify and hold harmless Lessor for all losses, damages, costs or expenses related to such claim, regardless of Lessor's negligence.

e) Lessor shall not be liable for lost electronic computer data or damage to computer system caused by electrical power fluctuations and failures.

14. It is agreed that the provisions of Sections 10, 12, and 13 are for the equal protection of other railroad companies, including National Railroad Passenger Corporation (Amtrak), permitted to use Lessor's property.

15. Lessee shall not assign this Lease or any interest therein, or grant a security interest in any buildings or improvements on the Property, or sublet, and no heir, executor, administrator, receiver, master, sheriff, trustee in bankruptcy, or other assignee by operation of law shall assign or sublet, without the express prior written consent of Lessor. All the covenants and provisions of this Lease shall be binding upon the heirs, legal representatives, successors and assigns of Lessee. No assignment by Lessee shall be binding upon Lessor without the written consent of Lessor in each instance.

16. Lessee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Lessee on Property and shall indemnify Lessor against any loss, liability or expense incurred by Lessor on account of such liens. Lessor is hereby authorized to post any notices or take any other action upon or with respect to Property that is or may be permitted by law to prevent the attachment of any such liens to Property; provided, however, that failure of Lessor to take any such action shall not relieve Lessee of any obligation or liability under this Section or any other Section of this Lease. If, because of any act or omission of Lessee, any mechanic's lien or other lien, charge or order for the payment of money shall be filed against Lessor or any portion of the Property, Lessee shall, at its own expense, cause the same to be discharged of record within thirty (30) days after written notice from Lessor to Lessee of the filing thereof, and shall indemnify and save harmless Lessor against and from all costs, liabilities, penalties, and claims, including legal expenses, resulting therefrom. Lessee acknowledges that Lessor shall have no responsibility for management of the Property.

17a) Lessee shall, at its expense, procure and maintain throughout the term of this Lease, and thereafter until any Lessee-owned improvements are removed from the Property, a comprehensive general form of insurance covering liability, including, but not limited to, Public Liability, Personal Injury and Property Damage, as well as Contractual Liability in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate. Such insurance shall contain no exclusion with respect to property of Lessor in the care, custody or control of Lessee. Lessee also shall, at its expense, procure and maintain throughout the term of this Lease, an automobile liability policy with limits of \$1,000,000.00 covering "any auto". LESSOR SHALL BE NAMED AS AN ADDITIONAL INSURED PARTY COVERED BY THE POLICY.

b) All risk insurance on the property of the Lessee, or in Lessee's care, custody and control, shall contain a waiver of subrogation of claims against Lessor. Lessee shall maintain Workers Compensation insurance which shall contain a waiver of subrogation against Lessor.

c) All insurance shall be placed with insurance companies licensed to do business in the State in which the Property is located, with a current Best's Insurance Guide Rating of B and Class X, or better. Lessee shall provide, and thereafter maintain in effect, a current Certificate of Insurance evidencing such insurance and said Certificate shall reference this contract number. When any portion of or all of the Property is located within 50 feet of a railroad track, insurance must provide for coverage of incidents occurring within fifty (50) feet of a railroad track, and any provision in the insurance policy to the contrary must be specifically deleted. Each policy shall provide that it shall not be canceled or materially changed unless at least thirty (30) days' prior written notice of cancellation or change shall have been mailed by the insurance company to Lessor at the address designated herein.

d) The furnishing of insurance required by this section shall in no way limit or diminish the liability or responsibility of Lessee as provided under any section of this Lease.

18. Lessor may at its option prior to cancellation of this lease, require Lessee to conduct an environmental audit of said Property, at Lessee's cost and expense, to determine if any environmental damage to said Property has occurred during Lessee's occupancy thereof. The audit shall be conducted to Lessor's satisfaction and a copy of the audit report shall promptly be provided to Lessor for its review. Lessee shall pay all expenses for any remedial action that may be required as a result of said audit to correct any environmental damage, and all necessary work shall be performed by Lessee prior to cancellation of this lease.

19. This Lease does not grant, convey or transfer any right to the use of water under any water right owned or claimed by the Lessor which may be appurtenant to the Property. All right, title, and interest in and to such water is expressly reserved unto Lessor, and the right to use same or any part thereof may be obtained only by the prior written consent of the Lessor. Lessee shall not install or permit to be installed any wells on the Property without the written consent of Lessor.

20. Upon written notice from Lessor, Lessee agrees to assume the defense of any lawsuit, or other proceeding brought against Lessor by any public body, individual, partnership, corporation, or other legal entity, relating to any matter covered by this Lease for which Lessee has an obligation to assume liability for and/or save and hold harmless Lessor. Lessee shall pay all the costs incident to such defense including, but not limited to, attorneys' fees, investigators' fees, litigation expenses, settlement payments, and amounts paid in satisfaction of judgments.

21. If default shall be made in any of the covenants or agreements of Lessee contained in this document, or in case of any assignment or transfer of this Lease by operation of law, Lessor may, at its option, terminate this Lease by serving five (5) days' notice in writing upon Lessee; but any waiver by Lessor of any default or defaults shall not constitute a waiver of the right to terminate this Lease for any subsequent default or defaults, nor shall any such waiver in any way affect Lessor's ability to enforce any Section of this Lease. The remedy set forth in this section shall be in addition to, and not in limitation of, any other remedies that Lessor may have at law or in equity.

22. Upon the termination of this Lease in any manner herein provided, Lessee shall relinquish possession of the Property and shall remove any improvements, and restore the Property to substantially the state and environmental condition in which it was prior to Lessee's use. In case Lessee shall fail within thirty (30) days' after the date of such termination to make such removal and restoration, then Lessor may, at its election, (a) either remove the improvements or otherwise restore the Property, and in such event Lessee shall, within thirty (30) days' after receipt of bill therefor, reimburse Lessor for cost incurred, or (b) upon written notice to Lessee may take and hold any improvements and personal property as its sole property; or (c) pursue any remedy at law or in equity. In the event that the restoration of the Property is not completed by the date which Lessee terminates this Lease and relinquishes possession of the Property, Lessee's obligation to pay an amount equal to the rental payments under this Lease shall continue until such restoration is completed. Further, in the event Lessor has consented to improvements remaining on the Property following termination, Lessee shall provide a Bill of Sale covering such improvements to Lessor.

23. If Lessee fails to surrender to Lessor the Property, upon any termination of this Lease, all liabilities and obligations of Lessee hereunder shall continue in effect until the Property is surrendered; and no termination shall release Lessee from any liability or obligation, whether of indemnity or otherwise, resulting from any events happening prior to the date of termination or the date, if later, when any Lessee-owned improvements and personal property are removed and the Property restored or Lessor elects to take and hold any Lessee-owned improvements and personal property as its sole property as referenced in Section 22.

24. In the event that Lessee consists of two or more parties, all the covenants and agreements of Lessee herein contained shall be the joint and several covenants and agreements of such parties.

25. It is understood and agreed that this Lease shall not be placed of public record.

26. All questions concerning the interpretation or application of provisions of this Lease shall be decided according to the laws of the State in which the Property is located.

27. To the maximum extent possible, each provision of this Lease shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Lease shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this Lease.

28. The waiver by Lessor of the breach of any provision herein by Lessee shall in no way impair the right of Lessor to enforce that provision for any subsequent breach thereof.

29. If all or any part of the Property is subjected to taking under eminent domain laws, this Lease shall terminate from the time possession is taken by the condemning entity, with prepaid rentals prorated. Lessee agrees that it is not entitled to, and hereby disclaims, any award made for such taking, excepting only an award issued solely and expressly to compensate for the taking of personal property or buildings owned or constructed by Lessee.

30. Nothing in this Lease shall prevent Lessor from discontinuing service over any railroad line or lines by which rail service may be provided to the Property.

31. All notices to be given by Lessee to Lessor shall be given by letter, deposited with the United States Postal Service, postage prepaid, addressed to Lessor's agent Catellus Management Corporation, 4105 Lexington Avenue North, Suite 200, Arden Hills, MN 55126. All notices to be given by Lessor shall be similarly given, addressed to Lessee at the address stated above. It is the Lessee's duty to notify Lessor promptly in writing of any change in its address; if it fails to do so, any notice from Lessor sent to its last known address shall be effective, whether or not received.

32. This Lease is the full and complete agreement between Lessor and Lessee with respect to all matters relating to lease of the Property, and supersedes any and all other agreements between the parties hereto relating to lease of the Property. If this Lease is a reissue of an existing agreement(s) held by Lessee, it shall supersede and cancel the previous Lease or Leases, without prejudice to any liability accrued prior to cancellation.

33. Lessee in handling and storage of all petroleum products agrees to comply strictly with the standard of the National Board of Fire Underwriters as recommended by the National Fire Protection Association, as well as any applicable federal, state or municipal regulations and laws, and Lessee shall also comply strictly with the provisions of Railroad Form 15532, hereto attached and by this reference made a part of the Lease.

This Lease shall inure to the benefit of and be binding upon the parties hereto and their heirs, executors, administrators, successors and assigns.

LESSEE:

LESSOR:

BAECKER OIL CORPORATION

By: Catellus Management Corporation
Its Attorney in Fact

By: *Russell J. Pirochinski*

Roger Schwinghammer
Roger Schwinghammer
Regional Property Manager

Title: *President*

By signing this agreement, I acknowledge that I have read and understand it, and will abide by all of its terms.

Baecker Oil Bulk Plant Property

Property Address: State Highway 35 & Beach Harbor Road, Alma, WI
54610

Property Owner: Burlington Northern – Santa Fe Railroad

Buffalo County Parcel ID No.: 201-00657-0010

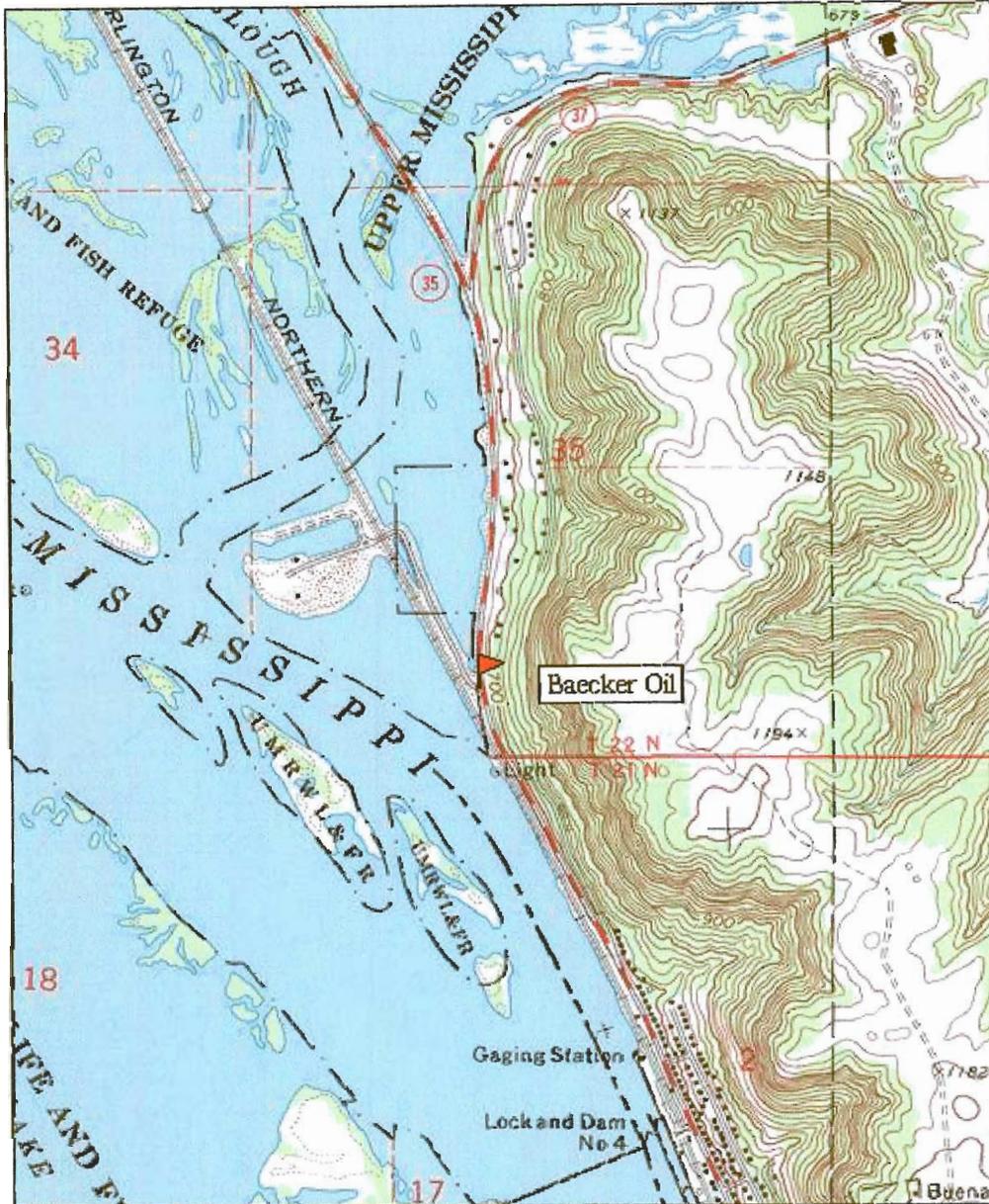
Geographical Position (WTM91 projection): 366488, 431062

Soil Contamination

METCO

Environmental Consulting, Fuel System Design, Installation and Service
2956 Airport Road – La Crosse, WI 54603 608-781-8879

TOPOI map printed on 09/12/03 from "Wisconsin.tpo" and "Untitled.tpg"



TN
MN
02°



Printed from TOPOI ©2001 National Geographic Holdings (www.topo.com)

SITE LOCATION MAP
BAECKER OIL - CIVIL TOWN OF ALMA, WISCONSIN
ALMA QUADRANGLE - 7.5 MINUTE SERIES

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SITE LAYOUT MAP

BAECKER OIL BULK PLANT

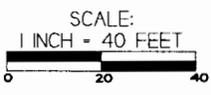
ALMA, WISCONSIN

METCO

DRAWN BY: RA/ED

DATE: 12/26/01

- MONITORING WELL LOCATION
- SOIL BORING LOCATION
- PHASE 2 PROPERTY ASSESSMENT SAMPLE LOCATION
- OVERHEAD LINES
- PROPERTY LINE



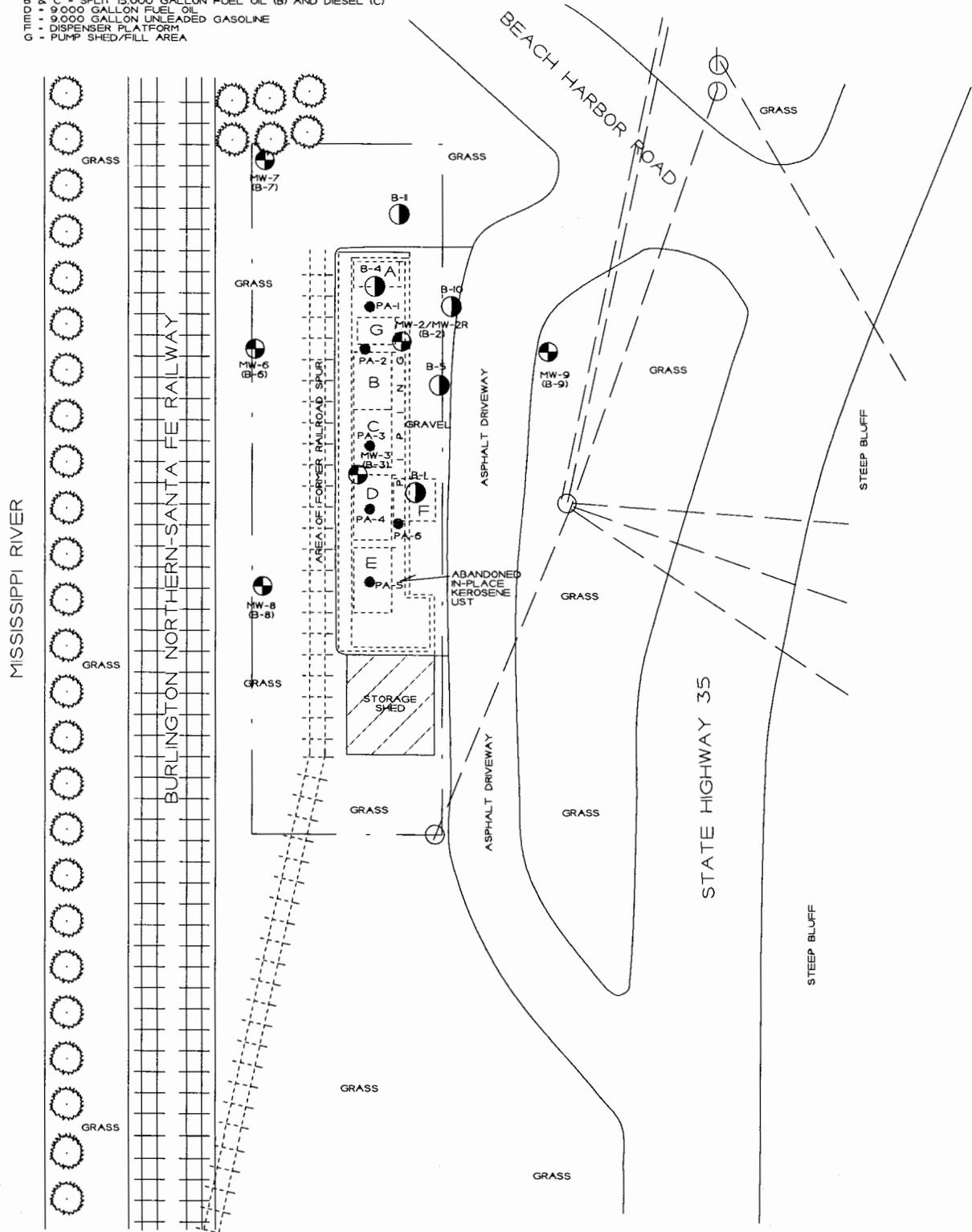
NOTE: INFORMATION BASED ON AVAILABLE DATA. ACTUAL CONDITIONS MAY DIFFER.

PHASE 2 PROPERTY ASSESSMENT RESULTS (12/3/01)

- PA-1 - 180 PPM DRO/3.3 PPM GRO AT 3-4 FEET BELOW GROUND SURFACE
- PA-2 - 2100 PPM DRO/500 PPM GRO AT 3-4 FEET BELOW GROUND SURFACE
- PA-3 - 68 PPM DRO AT 3-4 FEET BELOW GROUND SURFACE
- PA-4 - 91 PPM DRO AT 3-4 FEET BELOW GROUND SURFACE
- PA-5 - 3.3 PPM GRO AT 3-4 FEET BELOW GROUND SURFACE
- PA-6 - 270 PPM DRO/3.3 PPM GRO AT 3-4 FEET BELOW SURFACE

NOTE: TANK SYSTEMS CONSISTED OF ABOVE GROUND TANKS MOUNTED ON CONCRETE SADDLES. TANK SYSTEMS WERE REMOVED ON DECEMBER 6, 2001 AND ARE LABELED AS FOLLOWS:

- A - 3,300 GALLON UNLEADED GASOLINE
- B & C - SPLIT 15,000 GALLON FUEL OIL (B) AND DIESEL (C)
- D - 9,000 GALLON FUEL OIL
- E - 9,000 GALLON UNLEADED GASOLINE
- F - DISPENSER PLATFORM
- G - PUMP SHED/FILL AREA



Substances in Groundwater Without Standards

Diesel Range Organics
Gasoline Range Organics
1-Methylnaphthalene
Benzo(g,h,i)perylene
Benzo(k)fluoranthene
Phenanthrene
n-Butylbenzene
sec-Butylbenzene
tert-Butylbenzene
Isopropylbenzene
p-Isopropyltoluene
n-Propylbenzene

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**Groundwater Analytical Results Summary
Baecker Oil Bulk Plant Leaking AST Site**

Monitoring Well MW-2/MW-2R

PVC Elevation = 98.02
97.78*

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)	GRO (ppb)
9/3/2002	Free	Product	Present							
12/3/2002	Free	Product	Present							
3/3/2003	Free	Product	Present							
5/25/2004	93.14	4.64	<0.29	1.21	<0.2	2.4	<0.57	21.4	2.01-2.65	---

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

MW-2 was destroyed on 12-15-03, during the soil excavation project and replaced on 2-23-04, with MW-2R.

* = Adjusted PVC elevation per 5/25/04 resurvey.

Monitoring Well MW-3

PVC Elevation = 98.67
98.67*

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)	GRO (ppb)
9/3/2002	92.56	6.11	<0.40	<0.50	<0.50	<0.077	<0.50	<1.00	<1.10	<16
12/3/2002	92.75	5.92	<0.40	<0.40	<0.40	<0.077	<0.40	<0.90	<1.40	<16
3/3/2003	93.75	4.92	<0.25	<0.22	<0.23	<0.26	<0.11	<0.44	<0.39	<50
5/25/2004	92.85	5.82	<0.29	<0.56	<0.2	<0.6	<0.57	<1.17	<1.74	---

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

* = Adjusted PVC elevation per 5/25/04 resurvey.

Monitoring Well MW-6

PVC Elevation = 99.34
99.32*

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)	GRO (ppb)
9/3/2002	92.45	6.89	<0.40	<0.50	<0.50	11	<0.50	<1.00	<1.10	350
12/3/2002	92.69	6.65	<0.40	<0.40	<0.40	<0.077	<0.40	<0.90	<1.40	85
3/3/2003	92.66	6.68	<50	<44	<46	<0.26	34	170-208	120	97000
5/25/2004	92.72	6.60	<0.29	0.71	<0.2	4.3	<0.57	21.4	1.36-2.00	---

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

* = Adjusted PVC elevation per 5/25/04 resurvey.

METCO

Environmental Consulting, Fuel System Design, Installation and Service
2956 Airport Road – La Crosse, WI 54603 608-781-8879

**Groundwater Analytical Results Summary
Baecker Oil Bulk Plant Leaking AST Site**

Monitoring Well MW-7

PVC Elevation = 99.12
99.04*

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)	GRO (ppb)
9/3/2002	92.48	6.64	<0.40	<0.50	<0.50	<0.077	<0.50	<1.00	<1.10	<16
12/3/2002	92.67	6.45	<0.40	<0.40	<0.40	<0.077	<0.40	<0.90	<1.40	<16
3/3/2003	92.67	6.45	<0.25	<0.22	<0.23	<0.26	0.13	<0.44	<0.39	<50
5/25/2004	92.67	6.37	<0.29	<0.56	<0.2	<0.6	<0.57	<1.17	<1.74	---

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

* = Adjusted PVC elevation per 5/25/04 resurvey.

Monitoring Well MW-8

PVC Elevation = 99.04
99.11*

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)	GRO (ppb)
9/3/2002	92.48	6.56	<0.40	<0.50	<0.50	<0.077	<0.50	<1.00	<1.10	<16
12/3/2002	92.69	6.35	<0.40	<0.40	<0.40	<0.077	<0.40	<0.90	<1.40	<16
3/3/2003	93.69	5.35	<0.25	<0.22	<0.23	<0.26	<0.11	<0.44	<0.39	<50
5/25/2004	92.83	6.28	<0.29	<0.56	<0.2	<0.6	<0.57	<1.17	<1.74	---

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

* = Adjusted PVC elevation per 5/25/04 resurvey.

Monitoring Well MW-9

PVC Elevation = 100.24
100.20*

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)	GRO (ppb)
9/3/2002	94.58	5.66	<0.40	<0.50	<0.50	<0.077	<0.50	<1.00	<1.10	<16
12/3/2002	94.75	5.49	<0.40	<0.40	<0.40	<0.077	<0.40	<0.90	<1.40	<16
3/3/2003	94.84	5.40	<0.25	<0.22	<0.23	<0.26	<0.11	<0.44	<0.39	<50
5/25/2004	95	5.20	<0.29	<0.56	<0.2	<0.6	<0.57	<1.17	<1.74	---

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

* = Adjusted PVC elevation per 5/25/04 resurvey.

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Environmental Consulting, Fuel System Design, Installation and Service
2956 Airport Road – La Crosse, WI 54603 608-781-8879

GROUNDWATER ANALYTICAL RESULTS (5/25/04) BAECKER OIL BULK PLANT		
ALMA, WISCONSIN DRAWN BY: RA/ED DATE: 12/26/01		

- MONITORING WELL LOCATION
- SOIL BORING LOCATION
- PHASE 2 PROPERTY ASSESSMENT SAMPLE LOCATION
- OVERHEAD LINES
- PROPERTY LINE



NOTE: INFORMATION BASED ON AVAILABLE DATA. ACTUAL CONDITIONS MAY DIFFER.

PHASE 2 PROPERTY ASSESSMENT RESULTS (12/3/01)

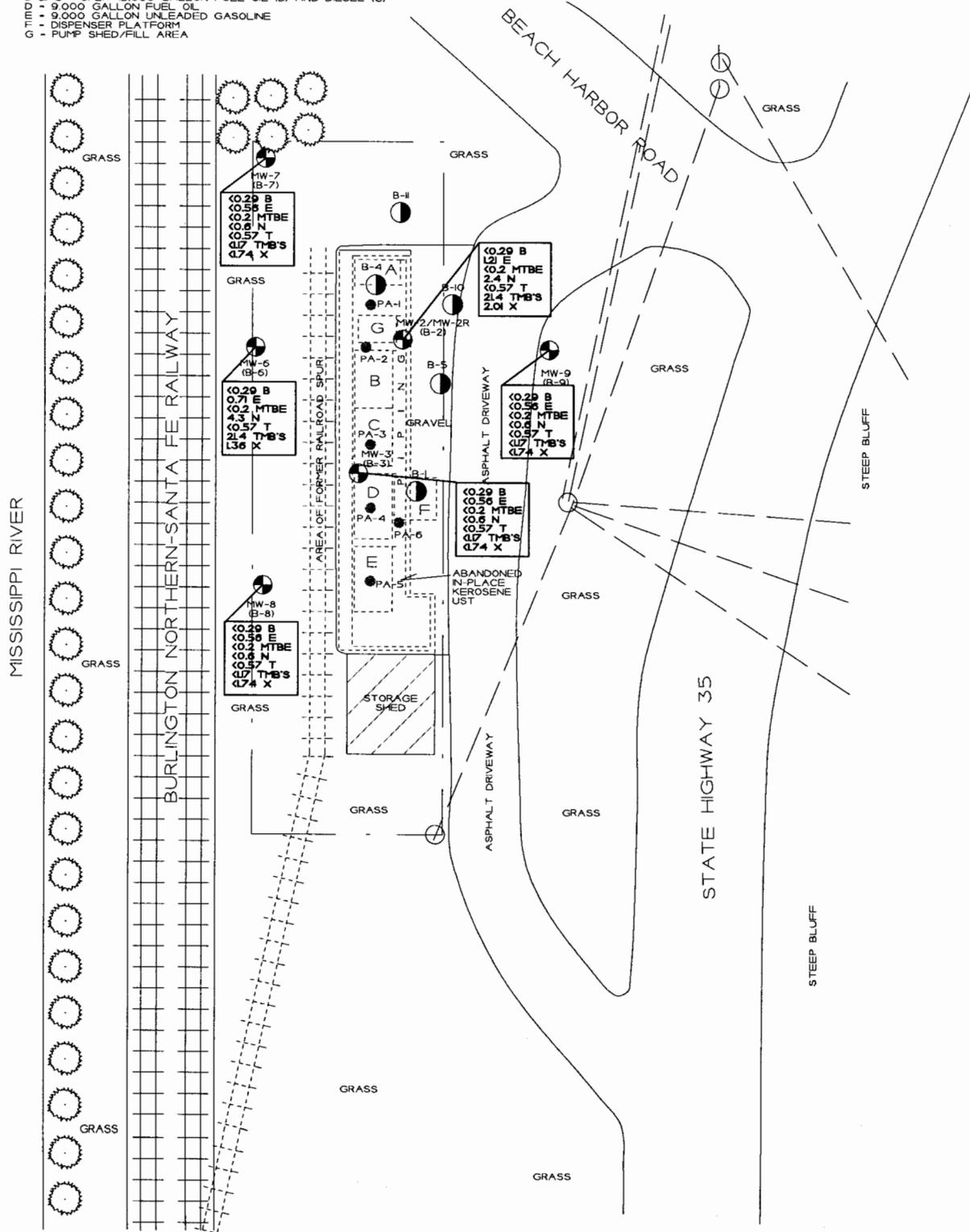
- PA-1 - 180 PPM DRO/3.3 PPM GRO AT 3-4 FEET BELOW GROUND SURFACE
- PA-2 - 200 PPM DRO/500 PPM GRO AT 3-4 FEET BELOW GROUND SURFACE
- PA-3 - 68 PPM DRO AT 3-4 FEET BELOW GROUND SURFACE
- PA-4 - 91 PPM DRO AT 3-4 FEET BELOW GROUND SURFACE
- PA-5 - 3.3 PPM GRO AT 3-4 FEET BELOW GROUND SURFACE
- PA-6 - 270 PPM DRO/3.3 PPM GRO AT 3-4 FEET BELOW SURFACE

GROUNDWATER RESULTS ARE PRESENTED IN PARTS PER BILLION (PPB).

- B - BENZENE
- E - ETHYLBENZENE
- MTBE - METHYL-TERT-BUTYL ETHER
- N - NAPHTHALENE
- T - TOLUENE
- TMB'S - TRIMETHYLBENZENES
- X - XYLENES

NOTE: TANK SYSTEMS CONSISTED OF ABOVE GROUND TANKS MOUNTED ON CONCRETESADDLES. TANK SYSTEMS WERE REMOVED ON DECEMBER 6, 2001 AND ARE LABELED AS FOLLOWS:

- A - 3,300 GALLON UNLEADED GASOLINE
- B & C - SPLIT 15,000 GALLON FUEL OIL (B) AND DIESEL (C)
- D - 9,000 GALLON FUEL OIL
- E - 9,000 GALLON UNLEADED GASOLINE
- T - DISPENSER PLATFORM
- G - PUMP SHED/FILL AREA



**Groundwater Elevation Table
Baecker Oil Bulk Plant
Alma, Wisconsin**

WELL ID	MW-2		MW-2R		MW-3		MW-6		MW-7		MW-8		MW-9	
Ground Surface	98.46		97.98		99.01		99.81		99.62		99.48		100.66	
Top of Casing	98.02		97.78		98.67		99.34		99.12		99.04		100.24	
Depth to Bottom	13		13		13		13		13		13		13	
Top of Screen	95.46		94.98		96.01		96.81		96.62		96.48		97.66	
Bottom of Screen	85.46		84.98		86.01		86.81		86.62		86.48		87.66	
Date	Depth	Elv.	Depth	Elv.	Depth	Elv.	Depth	Elv.	Depth	Elv.	Depth	Elv.	Depth	Elv.
9/3/02	Not Measured		Not Installed		6.11	92.56	6.89	92.45	6.64	92.48	6.56	92.48	5.66	94.58
12/3/02	Not Measured		Not Installed		5.92	92.75	6.65	92.69	6.45	92.67	6.35	92.69	5.49	94.75
3/3/03	Not Measured		Not Installed		4.92	93.75	6.68	92.66	6.45	92.67	5.35	93.69	5.40	94.84
5/25/04	Well Abandoned		4.64	93.14	5.82	92.85	6.60	92.72	6.37	92.67	6.28	92.83	5.20	95.00

Notes: Elevation data is referenced to an on-site benchmark (assumed elevation = 100 feet).
All depths are reported in feet.

ROUND 4 GROUNDWATER CONTOUR MAP (5/25/04)	
BAECKER OIL BULK PLANT	
METCO METRO ENERGY SERVICES 1000 W. WISCONSIN MILWAUKEE, WI 53233 TEL: 414.224.2000 FAX: 414.224.2001	ALMA, WISCONSIN DRAWN BY: RA/ED DATE: 12/26/01



- MONITORING WELL LOCATION
- SOIL BORING LOCATION
- PHASE 2 PROPERTY ASSESSMENT SAMPLE LOCATION
- OVERHEAD LINES
- PROPERTY LINE

NOTE: VERTICAL DATA IS REFERENCED TO AN ON-SITE BENCHMARK. ASSUMED ELEVATION: 100 FEET

NOTE: INFORMATION BASED ON AVAILABLE DATA. ACTUAL CONDITIONS MAY DIFFER.

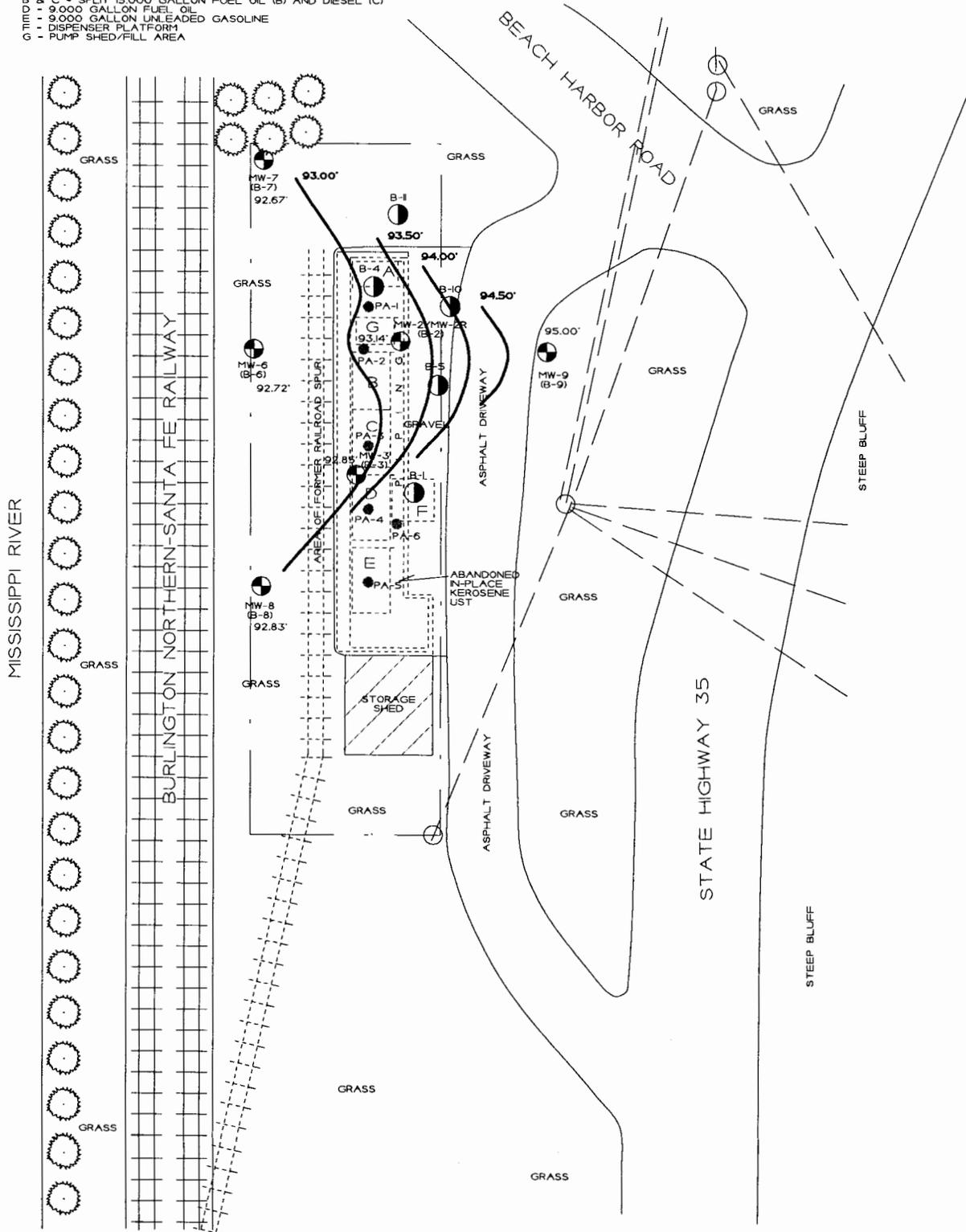
PHASE 2 PROPERTY ASSESSMENT RESULTS (12/3/01)

- PA-1 - 180 PPM DRO/43.3 PPM GRO AT 3-4 FEET BELOW GROUND SURFACE
- PA-2 - 2100 PPM DRO/500 PPM GRO AT 3-4 FEET BELOW GROUND SURFACE
- PA-3 - 68 PPM DRO AT 3-4 FEET BELOW GROUND SURFACE
- PA-4 - 91 PPM DRO AT 3-4 FEET BELOW GROUND SURFACE
- PA-5 - 43.3 PPM GRO AT 3-4 FEET BELOW GROUND SURFACE
- PA-6 - 270 PPM DRO/3.3 PPM GRO AT 3-4 FEET BELOW SURFACE



NOTE: TANK SYSTEMS CONSISTED OF ABOVE GROUND TANKS MOUNTED ON CONCRETESADDLES. TANK SYSTEMS WERE REMOVED ON DECEMBER 6, 2001 AND ARE LABELED AS FOLLOWS:

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- G - DISPENSER PLATFORM
- H - PUMP SHED/FILL AREA



SOIL BORING DATA TABLE FOR BAECKER OIL BULK PLANT LEAKING AST INVESTIGATION
BY METCO

SAMPLING CONDUCTED ON AUGUST 5-6, 2002

SOIL SAMPLES	B-1-1	B-1-2	B-2-1	B-2-2	B-2-3	B-3-1	B-3-2	B-3-3
Sample Location Number	4	8	3.5	8	15	4	7	15
Sample Depth in Feet	4	8	3.5	8	15	4	7	15
Soil Type	Sand	Sand	Sand	Sand	Sand	Sand	Sand	Sand
Petroleum Odors	No	No	Yes	Yes	No	Yes	Yes	Yes
Petroleum Staining	No	No	No	Yes	No	No	No	Yes
Moisture	Moist	Wet	Moist/Wet	Wet	Wet	Moist	Wet	Wet
HNU in Units	==	0	5	105	0	5	5	0
Lab Sample Collected?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Diesel Range Organics/ppm	<4.2	<4.5	<4.3	6300	<4.8	<4.2	<4.7	<4.8
Gasoline Range Organics/ppm	<1.6	<1.6	<1.6	6500	<1.6	5.2	<1.6	<1.6
LUST Total Percent Solids/%	95.3	88.0	93.6	91.3	82.5	94.6	84.5	83.0
Lead/ppm	1.9	ns	2.1	ns	ns	3.7	ns	ns
1-Methylnaphthalene/ppm	<0.015	ns	<0.015	ns	ns	<0.015	ns	ns
2-Methylnaphthalene/ppm	<0.017	ns	0.97	ns	ns	<0.017	ns	ns
Acenaphthene/ppm	<0.016	ns	<0.016	ns	ns	<0.016	ns	ns
Acenaphthylene/ppm	0.031	ns	0.39	ns	ns	<0.015	ns	ns
Anthracene/ppm	<0.0022	ns	<0.0023	ns	ns	<0.0022	ns	ns
Benzo(a)anthracene/ppm	<0.00026	ns	<0.00027	ns	ns	<0.00026	ns	ns
Benzo(a)pyrene/ppm	<0.00058	ns	<0.00059	ns	ns	<0.00058	ns	ns
Benzo(b)fluoranthene/ppm	<0.00049	ns	0.024	ns	ns	<0.00050	ns	ns
Benzo(g,h,i)perylene/ppm	<0.0013	ns	<0.0013	ns	ns	<0.0013	ns	ns
Benzo(k)fluoranthene/ppm	0.0015	ns	<0.00090	ns	ns	<0.00088	ns	ns
Chrysene/ppm	<0.0035	ns	<0.0036	ns	ns	<0.0035	ns	ns
Dibenzo(a,h)anthracene/ppm	<0.0031	ns	<0.0032	ns	ns	<0.0032	ns	ns
Fluoranthene/ppm	<0.00087	ns	<0.00090	ns	ns	<0.00088	ns	ns
Fluorene/ppm	<0.0078	ns	<0.0080	ns	ns	<0.0078	ns	ns
Indeno(1,2,3-cd)pyrene/ppm	<0.0014	ns	<0.0014	ns	ns	<0.0014	ns	ns
Naphthalene/ppm	<0.022	ns	<0.023	ns	ns	<0.022	ns	ns
Phenanthrene/ppm	<0.0025	ns	<0.0026	ns	ns	<0.0025	ns	ns
Pyrene/ppm	<0.0027	ns	<0.0028	ns	ns	<0.0027	ns	ns
1,1,1-Trichloroethane/ppm	ns	ns	ns	<1.0	ns	ns	ns	ns
1,1,2,2-Tetrachloroethane/ppm	ns	ns	ns	<0.70	ns	ns	ns	ns
1,1,2-Trichloroethane/ppm	ns	ns	ns	<0.80	ns	ns	ns	ns
1,1-Dichloroethane/ppm	ns	ns	ns	<0.50	ns	ns	ns	ns
1,1-Dichloroethene/ppm	ns	ns	ns	<0.70	ns	ns	ns	ns
1,2,3-Trichlorobenzene/ppm	ns	ns	ns	<1.5	ns	ns	ns	ns
1,2,4-Trichlorobenzene/ppm	ns	ns	ns	<1.1	ns	ns	ns	ns
1,2,4-Trimethylbenzene/ppm	<0.025	<0.025	<0.025	93	<0.025	<0.025	<0.025	<0.025
1,2-Dibromo-3-Chloropropane/ppm	ns	ns	ns	<0.70	ns	ns	ns	ns
1,2-Dibromoethane(EDB)/ppm	ns	ns	ns	<0.50	ns	ns	ns	ns
1,2-Dichlorobenzene/ppm	ns	ns	ns	<0.60	ns	ns	ns	ns
1,2-Dichloroethane/ppm	ns	ns	ns	<0.90	ns	ns	ns	ns
cis-1,2-Dichloroethene/ppm	ns	ns	ns	<0.60	ns	ns	ns	ns
trans-1,2-Dichloroethene/ppm	ns	ns	ns	<0.80	ns	ns	ns	ns
1,2-Dichloropropane/ppm	ns	ns	ns	<0.60	ns	ns	ns	ns
1,3,5-Trimethylbenzene/ppm	<0.025	<0.025	<0.025	29	<0.025	<0.025	<0.025	<0.025
1,3-Dichlorobenzene/ppm	ns	ns	ns	<2.0	ns	ns	ns	ns
1,3-Dichloropropane/ppm	ns	ns	ns	<2.0	ns	ns	ns	ns
1,4-Dichlorobenzene/ppm	ns	ns	ns	<2.3	ns	ns	ns	ns
2,2-Dichloropropane/ppm	ns	ns	ns	<0.90	ns	ns	ns	ns
2-Chlorotoluene/ppm	ns	ns	ns	<0.70	ns	ns	ns	ns
4-Chlorotoluene/ppm	ns	ns	ns	<1.5	ns	ns	ns	ns
Benzene/ppm	<0.025	<0.025	<0.025	<0.50	<0.025	<0.025	<0.025	<0.025
Bromobenzene/ppm	ns	ns	ns	<0.70	ns	ns	ns	ns
Bromodichloromethane/ppm	ns	ns	ns	<0.70	ns	ns	ns	ns
n-Butylbenzene/ppm	ns	ns	ns	140	ns	ns	ns	ns
sec-Butylbenzene/ppm	ns	ns	ns	20	ns	ns	ns	ns
tert-Butylbenzene/ppm	ns	ns	ns	8.1	ns	ns	ns	ns
Carbon tetrachloride/ppm	ns	ns	ns	<1.3	ns	ns	ns	ns
Chlorobenzene/ppm	ns	ns	ns	<0.60	ns	ns	ns	ns
Chlorodibromomethane/ppm	ns	ns	ns	<0.60	ns	ns	ns	ns
Chloroethane/ppm	ns	ns	ns	<1.1	ns	ns	ns	ns
Chloroform/ppm	ns	ns	ns	<0.70	ns	ns	ns	ns
Chloromethane/ppm	ns	ns	ns	<0.50	ns	ns	ns	ns
Dichlorodifluoromethane/ppm	ns	ns	ns	<0.80	ns	ns	ns	ns
Diisopropyl ether/ppm	ns	ns	ns	<0.50	ns	ns	ns	ns
Ethylbenzene/ppm	<0.025	<0.025	<0.025	1.4	<0.025	<0.025	<0.025	<0.025
Hexachlorobutadiene/ppm	ns	ns	ns	<1.5	ns	ns	ns	ns
Isopropylbenzene/ppm	ns	ns	ns	4.8	ns	ns	ns	ns
p-Isopropyltoluene/ppm	ns	ns	ns	16	ns	ns	ns	ns
Methyl-tert-butyl ether/ppm	<0.025	<0.025	<0.025	<0.50	<0.025	<0.025	<0.025	<0.025
Methylene chloride (Dichloromethane)/ppm	ns	ns	ns	4.5	ns	ns	ns	ns
Naphthalene/ppm	ns	<0.025	ns	39	0.096	ns	<0.025	<0.025
n-Propylbenzene/ppm	ns	ns	ns	16	ns	ns	ns	ns
Tetrachloroethene/ppm	ns	ns	ns	9.9	ns	ns	ns	ns
Toluene/ppm	<0.025	<0.025	<0.025	1.5	<0.025	<0.025	<0.025	<0.025
Trichloroethene/ppm	ns	ns	ns	<0.90	ns	ns	ns	ns
Trichlorofluoromethane/ppm	ns	ns	ns	<0.70	ns	ns	ns	ns
Vinyl chloride/ppm	ns	ns	ns	<0.80	ns	ns	ns	ns
m&p-Xylene/ppm	<0.025	<0.025	<0.025	9.5	<0.025	<0.025	<0.025	<0.025
o-Xylene/ppm	<0.025	<0.025	<0.025	<0.70	<0.025	<0.025	<0.025	<0.025

NOTE: ns = not sampled Bold = detects

METCO

Environmental Consulting, Fuel System Design, Installation and Service
2956 Airport Road – La Crosse, WI 54603 608-781-8879

SOIL BORING DATA TABLE FOR BAECKER OIL BULK PLANT LEAKING AST INVESTIGATION
BY METCO

SAMPLING CONDUCTED ON AUGUST 5-6, 2002

SOIL SAMPLES

Sample Location Number	B-4-1	B-4-2	B-5-1	B-5-2	B-6-1	B-6-2	B-7-1	B-7-2
Sample Depth in Feet	4	6	3	7	4	8	4	8
Soil Type	Sand	Sand	Sand	Silty Sand	Sand/Gravel	Sand	Sand	Sand/Gravel
Petroleum Odors	Yes	Yes	Yes	No	No	Yes	No	No
Petroleum Staining	Yes	Yes	No	No	No	Yes	No	No
Moisture	Moist	Wet	Moist	Wet	Moist	Moist/Wet	Dry	Wet
HNU in Units	==	45	==	0	0	90	0	0
Lab Sample Collected?	Yes	Yes	Yes	Yes	No	No	No	No
Diesel Range Organics/ppm	1500	1900	590	<4.8	ns	ns	ns	ns
Gasoline Range Organics/ppm	1100	1800	440	<1.6	ns	ns	ns	ns
LUST Total Percent Solids/%	85.7	89.0	92.9	82.6	ns	ns	ns	ns
Lead/ppm	85.9	ns	8.7	ns	ns	ns	ns	ns
1-Methylnaphthalene/ppm	3.0	ns	<0.15	ns	ns	ns	ns	ns
2-Methylnaphthalene/ppm	3.0	ns	0.18	ns	ns	ns	ns	ns
Acenaphthene/ppm	<0.018	ns	<0.016	ns	ns	ns	ns	ns
Acenaphthylene/ppm	<0.016	ns	0.27	ns	ns	ns	ns	ns
Anthracene/ppm	<0.0025	ns	<0.0023	ns	ns	ns	ns	ns
Benzo(a)anthracene/ppm	<0.00029	ns	0.013	ns	ns	ns	ns	ns
Benzo(a)pyrene/ppm	<0.00064	ns	0.0052	ns	ns	ns	ns	ns
Benzo(b)fluoranthene/ppm	<0.00055	ns	0.0036	ns	ns	ns	ns	ns
Benzo(g,h,i)perylene/ppm	<0.0014	ns	<0.0013	ns	ns	ns	ns	ns
Benzo(k)fluoranthene/ppm	<0.00097	ns	<0.00089	ns	ns	ns	ns	ns
Chrysene/ppm	<0.0039	ns	<0.0036	ns	ns	ns	ns	ns
Dibenzo(a,h)anthracene/ppm	<0.0035	ns	<0.0032	ns	ns	ns	ns	ns
Fluoranthene/ppm	4.0	ns	0.016	ns	ns	ns	ns	ns
Fluorene/ppm	<0.0086	ns	<0.0080	ns	ns	ns	ns	ns
Indeno(1,2,3-cd)pyrene/ppm	<0.0015	ns	<0.0014	ns	ns	ns	ns	ns
Naphthalene/ppm	<0.025	ns	<0.023	ns	ns	ns	ns	ns
Phenanthrene/ppm	1.0	ns	0.019	ns	ns	ns	ns	ns
Pyrene/ppm	<0.0030	ns	<0.0028	ns	ns	ns	ns	ns
1,1,1-Trichloroethane/ppm	ns	ns	ns	ns	ns	ns	ns	ns
1,1,2,2-Tetrachloroethane/ppm	ns	ns	ns	ns	ns	ns	ns	ns
1,1,2-Trichloroethane/ppm	ns	ns	ns	ns	ns	ns	ns	ns
1,1-Dichloroethane/ppm	ns	ns	ns	ns	ns	ns	ns	ns
1,1-Dichloroethene/ppm	ns	ns	ns	ns	ns	ns	ns	ns
1,2,3-Trichlorobenzene/ppm	ns	ns	ns	ns	ns	ns	ns	ns
1,2,4-Trichlorobenzene/ppm	ns	ns	ns	ns	ns	ns	ns	ns
1,2,4-Trimethylbenzene/ppm	42	33	7.9	<0.025	ns	ns	ns	ns
1,2-Dibromo-3-Chloropropane/ppm	ns	ns	ns	ns	ns	ns	ns	ns
1,2-Dibromoethane(EDB)/ppm	ns	ns	ns	ns	ns	ns	ns	ns
1,2-Dichlorobenzene/ppm	ns	ns	ns	ns	ns	ns	ns	ns
1,2-Dichloroethane/ppm	ns	ns	ns	ns	ns	ns	ns	ns
cis-1,2-Dichloroethene/ppm	ns	ns	ns	ns	ns	ns	ns	ns
trans-1,2-Dichloroethene/ppm	ns	ns	ns	ns	ns	ns	ns	ns
1,2-Dichloropropane/ppm	ns	ns	ns	ns	ns	ns	ns	ns
1,3,5-Trimethylbenzene/ppm	22	20	4	<0.025	ns	ns	ns	ns
1,3-Dichlorobenzene/ppm	ns	ns	ns	ns	ns	ns	ns	ns
1,3-Dichloropropane/ppm	ns	ns	ns	ns	ns	ns	ns	ns
1,4-Dichlorobenzene/ppm	ns	ns	ns	ns	ns	ns	ns	ns
2,2-Dichloropropane/ppm	ns	ns	ns	ns	ns	ns	ns	ns
2-Chlorotoluene/ppm	ns	ns	ns	ns	ns	ns	ns	ns
4-Chlorotoluene/ppm	ns	ns	ns	ns	ns	ns	ns	ns
Benzene/ppm	<0.20	<0.50	<0.20	<0.025	ns	ns	ns	ns
Bromobenzene/ppm	ns	ns	ns	ns	ns	ns	ns	ns
Bromodichloromethane/ppm	ns	ns	ns	ns	ns	ns	ns	ns
n-Butylbenzene/ppm	ns	ns	ns	ns	ns	ns	ns	ns
sec-Butylbenzene/ppm	ns	ns	ns	ns	ns	ns	ns	ns
tert-Butylbenzene/ppm	ns	ns	ns	ns	ns	ns	ns	ns
Carbon tetrachloride/ppm	ns	ns	ns	ns	ns	ns	ns	ns
Chlorobenzene/ppm	ns	ns	ns	ns	ns	ns	ns	ns
Chlorodibromomethane/ppm	ns	ns	ns	ns	ns	ns	ns	ns
Chloroethane/ppm	ns	ns	ns	ns	ns	ns	ns	ns
Chloroform/ppm	ns	ns	ns	ns	ns	ns	ns	ns
Chloromethane/ppm	ns	ns	ns	ns	ns	ns	ns	ns
Dichlorodifluoromethane/ppm	ns	ns	ns	ns	ns	ns	ns	ns
Dilsopropyl ether/ppm	ns	ns	ns	ns	ns	ns	ns	ns
Ethylbenzene/ppm	1.7	4.7	0.93	<0.025	ns	ns	ns	ns
Hexachlorobutadiene/ppm	ns	ns	ns	ns	ns	ns	ns	ns
Isopropylbenzene/ppm	ns	ns	ns	ns	ns	ns	ns	ns
p-Isopropyltoluene/ppm	ns	ns	ns	ns	ns	ns	ns	ns
Methyl-tert-butyl ether/ppm	<0.24	<0.60	<0.24	<0.025	ns	ns	ns	ns
Methylene chloride (Dichloromethane)/ppm	ns	ns	ns	ns	ns	ns	ns	ns
Naphthalene/ppm	ns	37	ns	<0.025	ns	ns	ns	ns
n-Propylbenzene/ppm	ns	ns	ns	ns	ns	ns	ns	ns
Tetrachloroethene/ppm	ns	ns	ns	ns	ns	ns	ns	ns
Toluene/ppm	<0.22	<0.55	<0.22	<0.025	ns	ns	ns	ns
Trichloroethene/ppm	ns	ns	ns	ns	ns	ns	ns	ns
Trichlorofluoromethane/ppm	ns	ns	ns	ns	ns	ns	ns	ns
Vinyl chloride/ppm	ns	ns	ns	ns	ns	ns	ns	ns
m&p-Xylene/ppm	3.3	10	1.9	<0.025	ns	ns	ns	ns
o-Xylene/ppm	1.8	4.4	0.78	<0.025	ns	ns	ns	ns

NOTE: ns = not sampled Bold = detects

METCO

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SOIL BORING DATA TABLE FOR BAECKER OIL BULK PLANT LEAKING AST INVESTIGATION
BY METCO

SAMPLING CONDUCTED ON AUGUST 5-6, 2002

SOIL SAMPLES	B-8-1	B-8-2	B-9-1	B-9-2	B-10-1	B-10-2	B-11-1	B-11-2	MeOH Blank
Sample Location Number	4	8	4	8	4	8	4	6	==
Sample Depth in Feet									==
Soil Type	Sand	Sand/Gravel	Sand/Gravel	Sand	Silty Sand	Sand	Sand	Sand	==
Petroleum Odors	No	No	No	No	No	No	No	No	==
Petroleum Staining	No	No	No	No	No	No	No	No	==
Moisture	Moist	Wet	Moist	Moist/Wet	Moist	Moist/Wet	Moist	Moist/Wet	==
HNU in Units	0	0	0	0	==	0	==	Yes	==
Lab Sample Collected?	No	No	No	No	Yes	Yes	Yes	Yes	==
Diesel Range Organics/ppm	ns	ns	ns	ns	<4.5	<5.0	<4.1	<4.2	ns
Gasoline Range Organics/ppm	ns	ns	ns	ns	<1.6	<1.6	<1.6	1.6	<1.6
LUST Total Percent Solids/%	ns	ns	ns	ns	88.3	80.8	97.4	93.4	ns
Lead/ppm	ns	ns	ns	ns	12.5	ns	5.6	ns	ns
1-Methylnaphthalene/ppm	ns	ns	ns	ns	<0.016	ns	<0.014	ns	ns
2-Methylnaphthalene/ppm	ns	ns	ns	ns	0.078	ns	<0.016	ns	ns
Acenaphthene/ppm	ns	ns	ns	ns	<0.017	ns	<0.015	ns	ns
Acenaphthylene/ppm	ns	ns	ns	ns	0.088	ns	<0.014	ns	ns
Anthracene/ppm	ns	ns	ns	ns	<0.0024	ns	<0.0022	ns	ns
Benzo(a)anthracene/ppm	ns	ns	ns	ns	<0.00028	ns	<0.00026	ns	ns
Benzo(a)pyrene/ppm	ns	ns	ns	ns	0.052	ns	<0.00056	ns	ns
Benzo(b)fluoranthene/ppm	ns	ns	ns	ns	0.0039	ns	<0.00048	ns	ns
Benzo(g,h,i)perylene/ppm	ns	ns	ns	ns	0.0067	ns	<0.0012	ns	ns
Benzo(k)fluoranthene/ppm	ns	ns	ns	ns	<0.00094	ns	<0.00085	ns	ns
Chrysene/ppm	ns	ns	ns	ns	<0.0037	ns	<0.0034	ns	ns
Dibenzo(a,h)anthracene/ppm	ns	ns	ns	ns	<0.0034	ns	<0.0031	ns	ns
Fluoranthene/ppm	ns	ns	ns	ns	<0.00094	ns	<0.00085	ns	ns
Fluorene/ppm	ns	ns	ns	ns	<0.0084	ns	<0.0076	ns	ns
Indeno(1,2,3-cd)pyrene/ppm	ns	ns	ns	ns	<0.0015	ns	<0.0013	ns	ns
Naphthalene/ppm	ns	ns	ns	ns	<0.024	ns	<0.022	ns	ns
Phenanthrene/ppm	ns	ns	ns	ns	<0.0027	ns	<0.0025	ns	ns
Pyrene/ppm	ns	ns	ns	ns	<0.0029	ns	<0.0027	ns	ns
1,1,1-Trichloroethane/ppm	ns	ns	ns	ns	ns	ns	ns	ns	ns
1,1,2,2-Tetrachloroethane/ppm	ns	ns	ns	ns	ns	ns	ns	ns	ns
1,1,2-Trichloroethane/ppm	ns	ns	ns	ns	ns	ns	ns	ns	ns
1,1-Dichloroethane/ppm	ns	ns	ns	ns	ns	ns	ns	ns	ns
1,1-Dichloroethene/ppm	ns	ns	ns	ns	ns	ns	ns	ns	ns
1,2,3-Trichlorobenzene/ppm	ns	ns	ns	ns	ns	ns	ns	ns	ns
1,2,4-Trichlorobenzene/ppm	ns	ns	ns	ns	ns	ns	ns	ns	ns
1,2,4-Trimethylbenzene/ppm	ns	ns	ns	ns	<0.025	<0.025	<0.025	<0.025	<0.025
1,2-Dibromo-3-Chloropropane/ppm	ns	ns	ns	ns	ns	ns	ns	ns	ns
1,2-Dibromoethane(EDB)/ppm	ns	ns	ns	ns	ns	ns	ns	ns	ns
1,2-Dichlorobenzene/ppm	ns	ns	ns	ns	ns	ns	ns	ns	ns
1,2-Dichloroethane/ppm	ns	ns	ns	ns	ns	ns	ns	ns	ns
cis-1,2-Dichloroethene/ppm	ns	ns	ns	ns	ns	ns	ns	ns	ns
trans-1,2-Dichloroethene/ppm	ns	ns	ns	ns	ns	ns	ns	ns	ns
1,2-Dichloropropane/ppm	ns	ns	ns	ns	ns	ns	ns	ns	ns
1,3,5-Trimethylbenzene/ppm	ns	ns	ns	ns	<0.025	<0.025	<0.025	<0.025	<0.025
1,3-Dichlorobenzene/ppm	ns	ns	ns	ns	ns	ns	ns	ns	ns
1,3-Dichloropropane/ppm	ns	ns	ns	ns	ns	ns	ns	ns	ns
1,4-Dichlorobenzene/ppm	ns	ns	ns	ns	ns	ns	ns	ns	ns
2,2-Dichloropropane/ppm	ns	ns	ns	ns	ns	ns	ns	ns	ns
2-Chlorotoluene/ppm	ns	ns	ns	ns	ns	ns	ns	ns	ns
4-Chlorotoluene/ppm	ns	ns	ns	ns	ns	ns	ns	ns	ns
Benzene/ppm	ns	ns	ns	ns	<0.025	<0.025	<0.025	<0.025	<0.025
Bromobenzene/ppm	ns	ns	ns	ns	ns	ns	ns	ns	ns
Bromodichloromethane/ppm	ns	ns	ns	ns	ns	ns	ns	ns	ns
n-Butylbenzene/ppm	ns	ns	ns	ns	ns	ns	ns	ns	ns
sec-Butylbenzene/ppm	ns	ns	ns	ns	ns	ns	ns	ns	ns
tert-Butylbenzene/ppm	ns	ns	ns	ns	ns	ns	ns	ns	ns
Carbon tetrachloride/ppm	ns	ns	ns	ns	ns	ns	ns	ns	ns
Chlorobenzene/ppm	ns	ns	ns	ns	ns	ns	ns	ns	ns
Chlorodibromomethane/ppm	ns	ns	ns	ns	ns	ns	ns	ns	ns
Chloroethane/ppm	ns	ns	ns	ns	ns	ns	ns	ns	ns
Chloroform/ppm	ns	ns	ns	ns	ns	ns	ns	ns	ns
Chloromethane/ppm	ns	ns	ns	ns	ns	ns	ns	ns	ns
Dichlorodifluoromethane/ppm	ns	ns	ns	ns	ns	ns	ns	ns	ns
Diisopropyl ether/ppm	ns	ns	ns	ns	ns	ns	ns	ns	ns
Ethylbenzene/ppm	ns	ns	ns	ns	<0.025	<0.025	<0.025	<0.025	<0.025
Hexachlorobutadiene/ppm	ns	ns	ns	ns	ns	ns	ns	ns	ns
Isopropylbenzene/ppm	ns	ns	ns	ns	ns	ns	ns	ns	ns
p-Isopropyltoluene/ppm	ns	ns	ns	ns	ns	ns	ns	ns	ns
Methyl-tert-butyl ether/ppm	ns	ns	ns	ns	<0.025	<0.025	<0.025	<0.025	<0.025
Methylene chloride (Dichloromethane)/ppm	ns	ns	ns	ns	ns	ns	ns	ns	ns
Naphthalene/ppm	ns	ns	ns	ns	ns	<0.025	ns	0.2	<0.025
n-Propylbenzene/ppm	ns	ns	ns	ns	ns	ns	ns	ns	ns
Tetrachloroethene/ppm	ns	ns	ns	ns	ns	ns	ns	ns	ns
Toluene/ppm	ns	ns	ns	ns	<0.025	<0.025	<0.025	<0.025	<0.025
Trichloroethene/ppm	ns	ns	ns	ns	ns	ns	ns	ns	ns
Trichlorofluoromethane/ppm	ns	ns	ns	ns	ns	ns	ns	ns	ns
Vinyl chloride/ppm	ns	ns	ns	ns	ns	ns	ns	ns	ns
m&p-Xylene/ppm	ns	ns	ns	ns	<0.025	<0.025	<0.025	<0.025	<0.025
o-Xylene/ppm	ns	ns	ns	ns	<0.025	<0.025	<0.025	<0.025	<0.025

NOTE: ns = not sampled Bold = detects

**BAECKER OIL BULK PLANT SOIL EXCAVATION DATA TABLE
BY METCO**

SAMPLING CONDUCTED ON DECEMBER 15, 2003

SOIL SAMPLES

	EX-1	EX-2	EX-3	EX-4	EX-5	EX-6	EX-7	EX-8	MEOH BLANK
Sample Location Number	3	3	3	3	3	3	11	11	==
Sample Depth in Feet	3	3	3	3	3	3	11	11	==
Soil Type	SAND	SAND	SAND/SILT	SAND	SAND	SAND/SILT	SAND	SAND	==
Petroleum Odors	NO	NO	NO	NO	NO	NO	SLIGHT	SLIGHT	==
Petroleum Staining	NO	NO	NO	NO	NO	NO	NO	NO	==
Moisture	MOIST	MOIST	MOIST	MOIST	MOIST	MOIST	WET	WET	==
LUST Total Percent Solids	95.4	95.1	89.0	91.0	96.1	97.0	82.6	89.4	ns
Benzene/ppm	0.115	<0.026	<0.028	<0.027	<0.026	<0.026	<0.030	<0.028	<0.025
Ethylbenzene/ppm	0.057	<0.026	<0.028	<0.027	<0.026	<0.026	<0.030	<0.028	<0.025
Methyl-tert-butyl ether/ppm	<0.026	<0.026	<0.028	<0.027	<0.026	<0.026	<0.030	<0.028	<0.025
Toluene/ppm	0.472	<0.026	<0.028	<0.027	<0.026	<0.026	<0.030	<0.028	<0.025
1,2,4-Trimethylbenzene/ppm	0.398	<0.026	<0.028	<0.027	<0.026	<0.026	<0.030	0.055	<0.025
1,3,5-Trimethylbenzene/ppm	0.115	<0.026	<0.028	<0.027	<0.026	<0.026	<0.030	<0.028	<0.025
Xylenes, Total/ppm	0.901	<0.079	<0.084	<0.082	<0.078	<0.077	<0.042	<0.039	<0.035
Naphthalene/ppm	ns	ns	ns	ns	ns	ns	<0.030	<0.028	<0.025

Note: ns = not sampled

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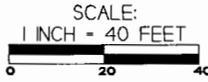
RESIDUAL SOIL CONTAMINATION MAP		
BAECKER OIL BULK PLANT		
METCO 2000 ARMY ROAD SOL. 75-2000 FAX	ALMA, WISCONSIN DRAWN BY: RAVED DATE: 12/26/01	

- MONITORING WELL LOCATION
- SOIL BORING LOCATION
- PHASE 2 PROPERTY ASSESSMENT SAMPLE LOCATION
- EXCAVATION SOIL SAMPLING LOCATION
- OVERHEAD LINES
- PROPERTY LINE

NOTE: INFORMATION BASED ON AVAILABLE DATA. ACTUAL CONDITIONS MAY DIFFER.

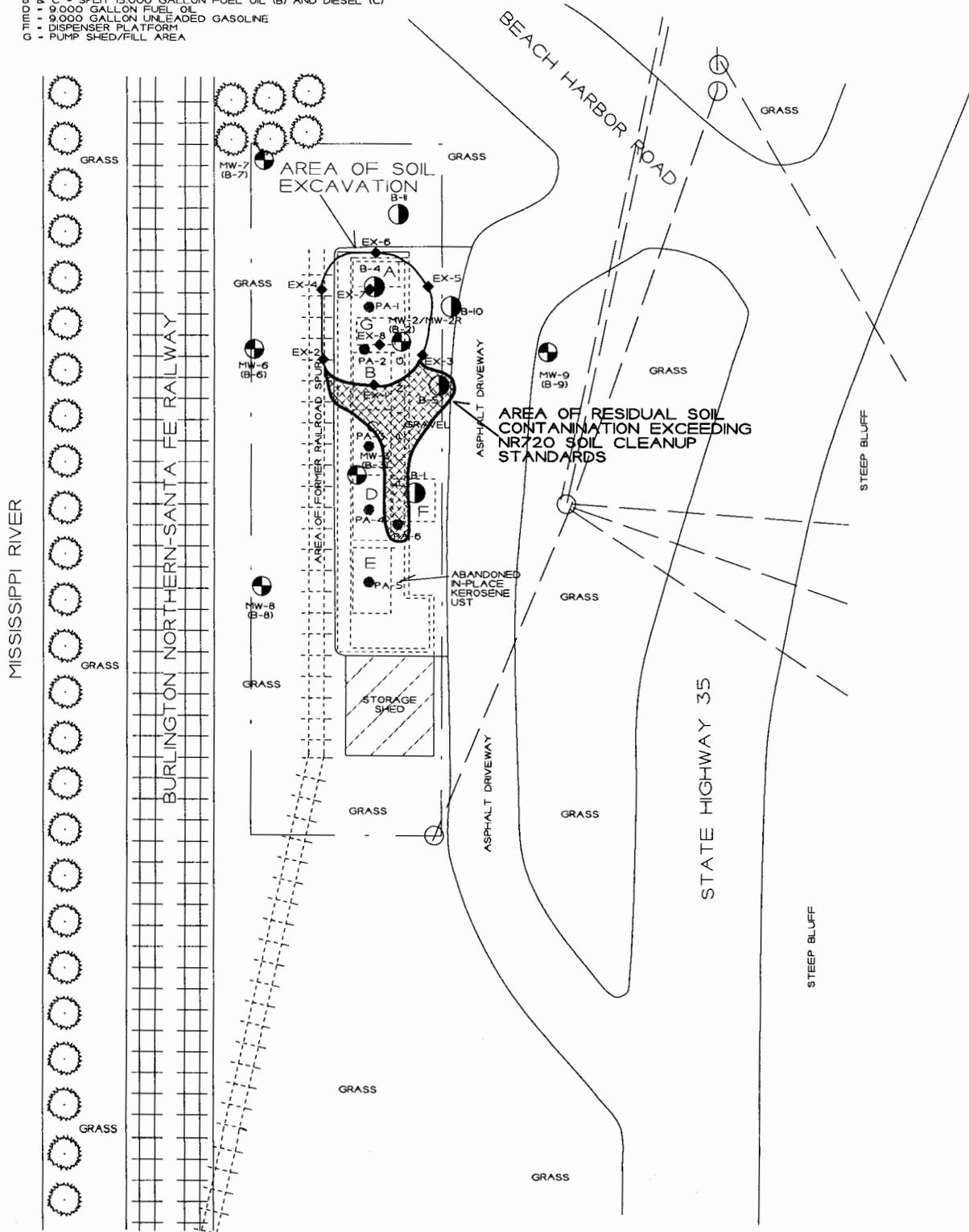
PHASE 2 PROPERTY ASSESSMENT RESULTS (12/3/01)

- PA-1 - 180 PPM DRO/3.3 PPM GRO AT 3-4 FEET BELOW GROUND SURFACE
- PA-2 - 2100 PPM DRO/500 PPM GRO AT 3-4 FEET BELOW GROUND SURFACE
- PA-3 - 68 PPM DRO AT 3-4 FEET BELOW GROUND SURFACE
- PA-4 - 91 PPM DRO AT 3-4 FEET BELOW GROUND SURFACE
- PA-5 - 3.3 PPM GRO AT 3-4 FEET BELOW GROUND SURFACE
- PA-6 - 270 PPM DRO/3.3 PPM GRO AT 3-4 FEET BELOW GROUND SURFACE



NOTE: TANK SYSTEMS CONSISTED OF ABOVE GROUND TANKS MOUNTED ON CONCRETESADDLES. TANK SYSTEMS WERE REMOVED ON DECEMBER 6, 2001 AND ARE LABELED AS FOLLOWS:

- A - 3,300 GALLON UNLEADED GASOLINE
- B & C - SPLIT 15,000 GALLON FUEL OIL (B) AND DIESEL (C)
- D - 9,000 GALLON FUEL OIL
- E - 9,000 GALLON UNLEADED GASOLINE
- T - DISPENSER PLATFORM
- G - PUMP SHED/FILL AREA



CROSS SECTION MAP	
BAECKER OIL BULK PLANT	
METCO 200 AIRPORT ROAD ALMA, WISCONSIN TEL: 735-2300 FAX: 735-2301	ALMA, WISCONSIN DRAWN BY: RA/ED DATE: 12/26/01

- - MONITORING WELL LOCATION
- - SOIL BORING LOCATION
- - PHASE 2 PROPERTY ASSESSMENT SAMPLE LOCATION
- ◆ - EXCAVATION SOL SAMPLING LOCATION
- - OVERHEAD LINES
- — — - PROPERTY LINE

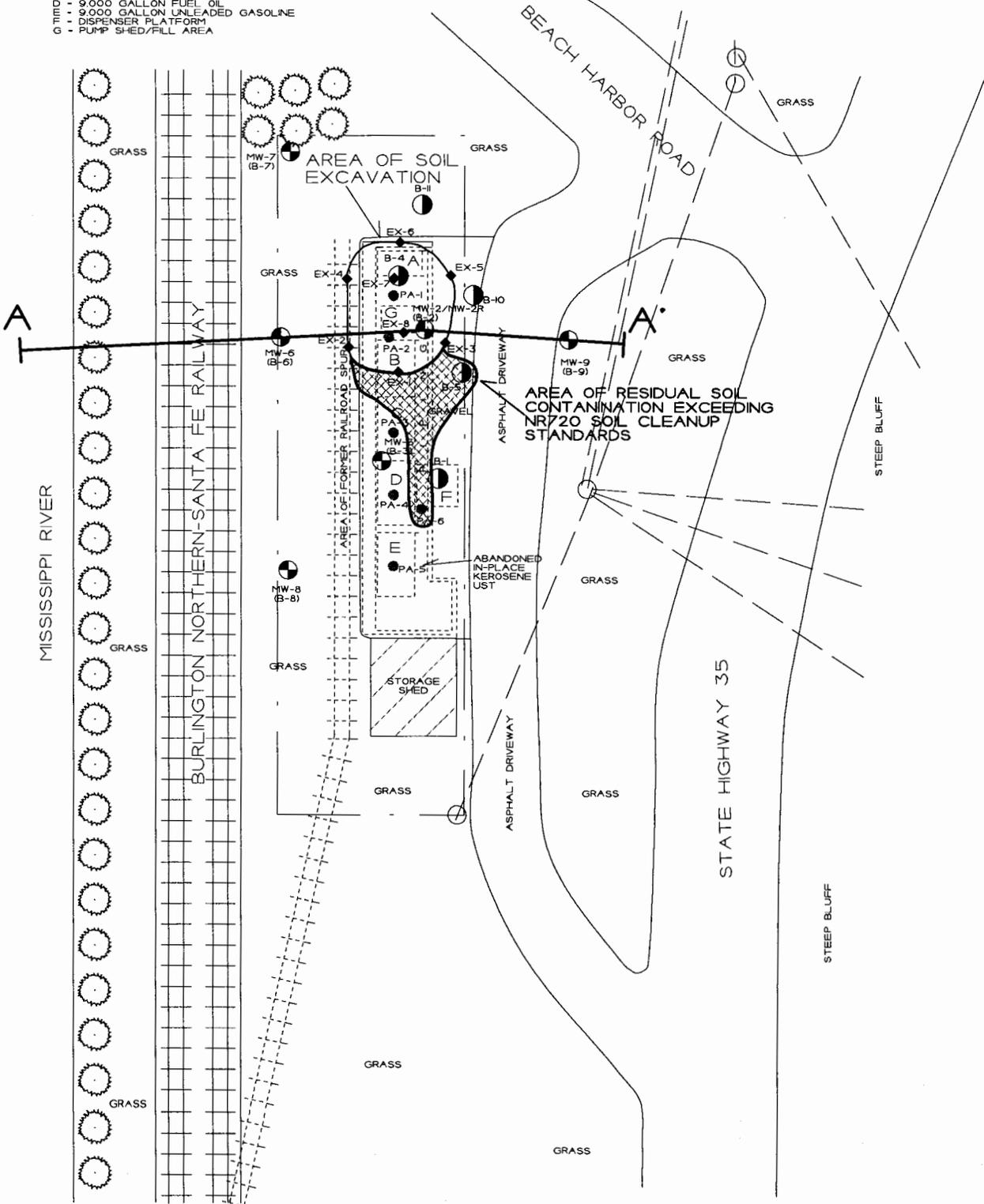
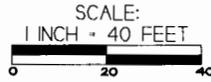
NOTE: INFORMATION BASED ON AVAILABLE DATA. ACTUAL CONDITIONS MAY DIFFER.

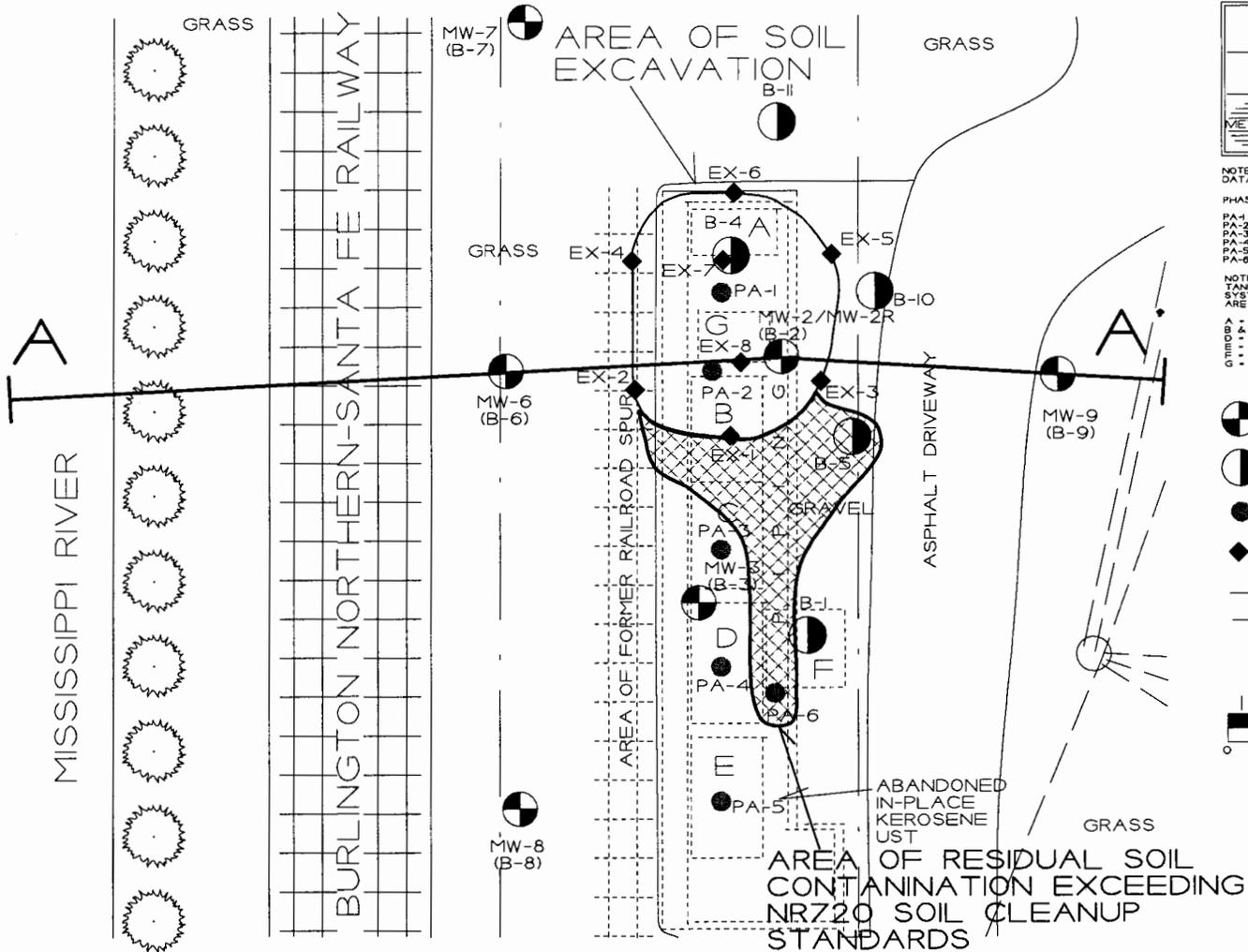
PHASE 2 PROPERTY ASSESSMENT RESULTS (12/3/01)

- PA-1 - 180 PPM DRO/3.3 PPM GRO AT 3-4 FEET BELOW GROUND SURFACE
- PA-2 - 2100 PPM DRO/500 PPM GRO AT 3-4 FEET BELOW GROUND SURFACE
- PA-3 - 68 PPM DRO AT 3-4 FEET BELOW GROUND SURFACE
- PA-4 - 91 PPM DRO AT 3-4 FEET BELOW GROUND SURFACE
- PA-5 - 3.3 PPM GRO AT 3-4 FEET BELOW GROUND SURFACE
- PA-6 - 270 PPM DRO/3.3 PPM GRO AT 3-4 FEET BELOW SURFACE

NOTE: TANK SYSTEMS CONSISTED OF ABOVE GROUND TANKS MOUNTED ON CONCRETESADDLES. TANK SYSTEMS WERE REMOVED ON DECEMBER 6, 2001 AND ARE LABELED AS FOLLOWS:

- A - 3,300 GALLON UNLEADED GASOLINE
- B & C - SPLIT 15,000 GALLON FUEL OIL (B) AND DIESEL (C)
- D - 9,000 GALLON FUEL OIL
- E - 9,000 GALLON UNLEADED GASOLINE
- T - DISPENSER PLATFORM
- G - PUMP SHED/FILL AREA





CROSS SECTION MAP CLOSE UP	
BAECKER OIL BULK PLANT	
METCO	ALMA WISCONSIN
	DRAWN BY: RA/ED
	DATE 12/26/01

NOTE: INFORMATION BASED ON AVAILABLE DATA. ACTUAL CONDITIONS MAY DIFFER.

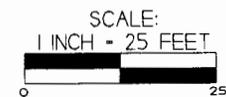
PHASE 2 PROPERTY ASSESSMENT RESULTS (12/3/01)

PA-1 - 180 PPM DRO/13.3 PPM GRO AT 3-4 FEET BELOW GROUND SURFACE
 PA-2 - 200 PPM DRO/500 PPM GRO AT 3-4 FEET BELOW GROUND SURFACE
 PA-3 - 68 PPM DRO AT 3-4 FEET BELOW GROUND SURFACE
 PA-4 - 91 PPM DRO AT 3-4 FEET BELOW GROUND SURFACE
 PA-5 - 13.3 PPM DRO AT 3-4 FEET BELOW GROUND SURFACE
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- MONITORING WELL LOCATION
- SOIL BORING LOCATION
- PHASE 2 PROPERTY ASSESSMENT SAMPLE LOCATION
- EXCAVATION SOIL SAMPLING LOCATION
- OVERHEAD LINES
- PROPERTY LINE



CROSS SECTION

BAECKER OIL BULK PLANT

<p>METCO</p> <p>3000 AIRPORT ROAD LA CROSSE, WI 54601 TEL: 735-2800 FAX: 735-2801</p>	<p>ALMA, WISCONSIN</p> <p>DRAWN BY: ED</p> <p>DATE: 4/28/05</p>
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HORIZONTAL SCALE: 1 INCH = 15 FEET
 VERTICAL SCALE: 1 INCH = 2.5 FEET

INFORMATION BASED ON AVAILABLE DATA.
 ACTUAL CONDITIONS MAY DIFFER.

SOIL SAMPLE RESULTS ARE PRESENTED IN PARTS PER MILLION (PPM).

GROUNDWATER SAMPLE RESULTS ARE PRESENTED IN PARTS PER BILLION (PPB).

GROUNDWATER FLOW IS GENERALLY TOWARD THE SOUTHWEST.

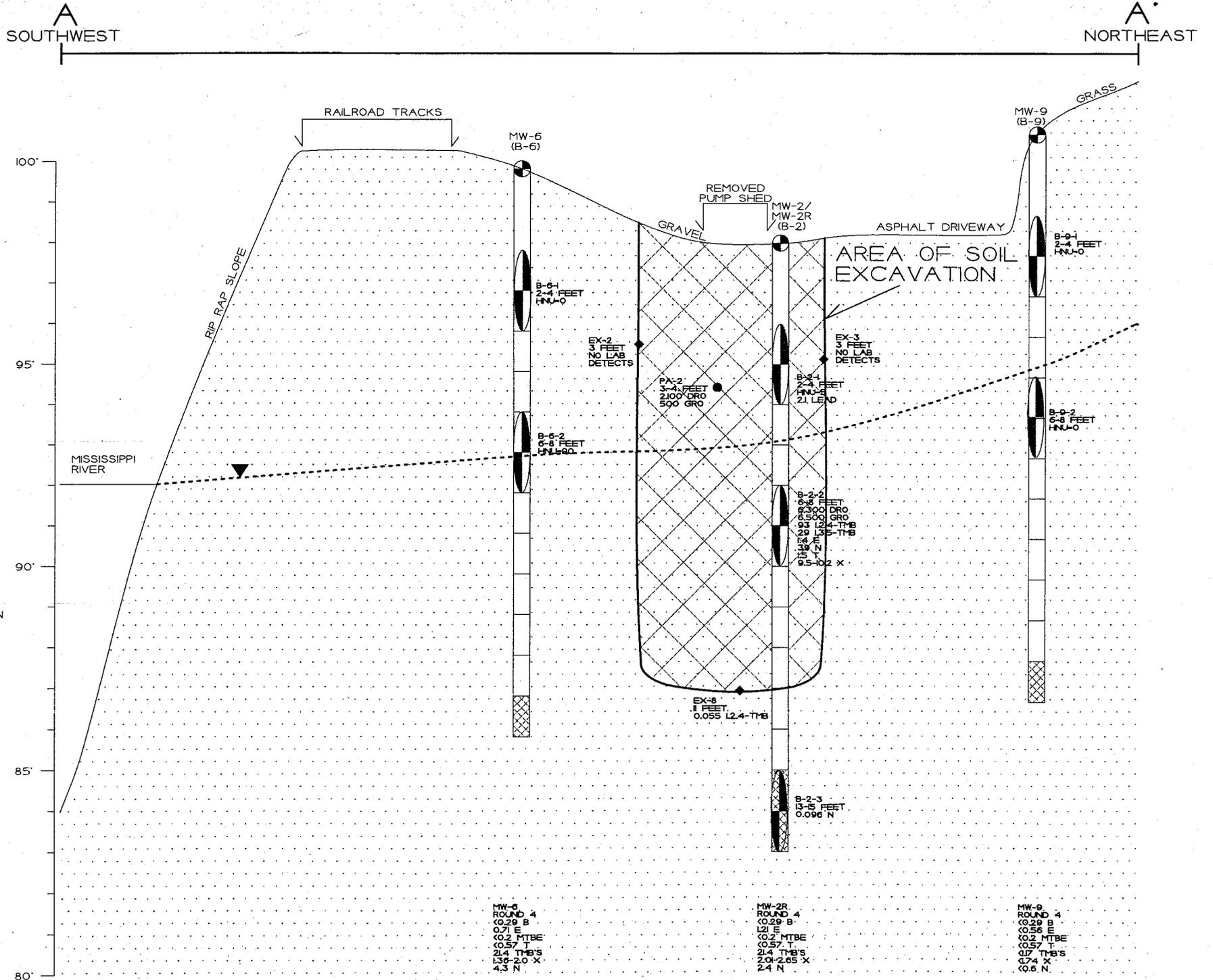
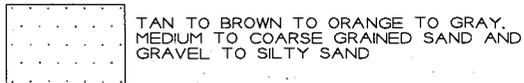
ELEVATION DATA IS REFERENCED TO AN ON-SITE BENCHMARK. ASSUMED ELEVATION: 100 FEET

NOTE: SOIL AND GROUNDWATER SAMPLE DATA IS BASED ON LABORATORY RESULTS FROM SAMPLES COLLECTED DURING THE FOLLOWING EVENTS:

- PHASE 2 PROPERTY ASSESSMENT (12/3/01)
- DRILLING PROJECT #1 (8/5-6/02)
- SOIL EXCAVATION PROJECT (12/15/03)
- ROUND 4 GROUNDWATER SAMPLING (5/25/04)

- GRO - GASOLINE RANGE ORGANICS
- DRO - DIESEL RANGE ORGANICS
- B - BENZENE
- E - ETHYLBENZENE
- MTBE - METHYL TERT-BUTYL ETHER
- T - TOLUENE
- TMB - TRIMETHYLBENZENE
- X - XYLENES
- N - NAPHTHALENE

- MONITORING WELL LOCATION
- PHASE 2 PROPERTY ASSESSMENT SAMPLE LOCATION
- EXCAVATION SOIL SAMPLING LOCATION
- SPLIT SPOON SOIL SAMPLE LOCATION
- WARTABLE



MW-6
 ROUND 4
 CO.29 B
 0.71 E
 CO.2 MTBE
 CO.57 T
 2.4 THB'S
 1.36-2.0 X
 4.3 N

MW-2R
 ROUND 4
 CO.29 B
 0.58 E
 CO.2 MTBE
 CO.57 T
 2.4 THB'S
 2.0-2.65 X
 2.4 N

MW-9
 ROUND 4
 CO.29 B
 CO.58 E
 CO.2 MTBE
 CO.57 T
 1.17 THB'S
 1.74 X
 CO.6 N

WDNR BRRTS Case #: 02-06-285549

WDNR Site Name: Baecker Oil Bulk Plant

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: Russell Pronschinske / President
(print name/title)

 5-17-05
(signature) (date)

August 31, 2007

Jack Clay
Manager of Environmental Leases
Burlington Northern Santa Fe Railway
P.O. Box 1738
Topeka, KS 66601

Notification: Baecker Oil Bulk Plant Site (BRRTS # 02-06-285549), Conditional Case Closure Notification

Dear Mr. Clay

I am writing to inform you that residual soil contamination from the Baecker Oil Bulk Plant site, located at State Highway 35 and Beach Harbor Road, Alma, WI, exists on property that is leased (lease # 547872) from Burlington Northern Santa Fe Railway.

On September 15, 2005, a Case Summary and Close Out Request was submitted to the Wisconsin Department of Natural Resources (WDNR) for the Baecker Oil Bulk Plant site. On February 26, 2007, the WDNR granted case closure, which means that the WDNR will not require any further investigation or cleanup action to be taken. As part of the required closure documentation, you are hereby notified that residual petroleum contamination exists in the soil in the area of the former bulk petroleum storage tanks that existed on this leased parcel. This soil contamination, which exceeds the NR720 Soil Cleanup Standards, exists from approximately 2 to 5 feet below ground surface. We are enclosing site maps displaying an inferred soil contamination plume.

On December 15, 2003, a soil excavation project was conducted in the area of monitoring well MW-2, soil boring B-4, and site assessment samples PA-1 and PA-2. Approximately 503 tons of petroleum contaminated soil was excavated to address free product encountered in MW-2 and soil contamination that exceeded the NR746 Table 1/Table 2 Values. Based on the results from soil samples collected from the sidewalls and bottom of the excavation and results from groundwater samples collected from replacement well MW-2R, all of the free product and soil contamination exceeding the NR746 Table 1/Table 2 Values have been removed.

Post excavation groundwater sampling results show low level detects for petroleum compounds, however none exceed the NR140 ES or PAL.

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

If you have any questions, or require more detailed information, please contact me at (888) 926-1644.

Sincerely,



Russ Pronschinske

c: Tom Kendzierski – WDNR