

GIS REGISTRY
Cover Sheet

March, 2010
(RR 5367)

Source Property Information

BRRTS #: 02-06-547272
ACTIVITY NAME: ALMA FARMERS UNION COOP - MODENA
PROPERTY ADDRESS: S905 CTH D & J
MUNICIPALITY: MODENA
PARCEL ID #: 024-00453-0000

CLOSURE DATE: Apr 14, 2011
FID #: 606016290
DATCP #: 98-416-11-02-01
COMM #:

***WTM COORDINATES:**

X: 376996 Y: 445113

**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.].

BRRTS #: 02-06-547272 PARCEL ID #: 024-00453-0000
ACTIVITY NAME: Alma Farmers Union Coop. - Modena Ag Facility WTM COORDINATES: X: 376996 Y: 445113

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 #: N/A 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 #: 1 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 #: 3 Title: Groundwater Flow and Nitrogen Isoconcentration Map March 3, 2010
- 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 #: 6 Title: Extent of Contaminated Soil Remaining in Place

BRRTS #: 02-06-547272

ACTIVITY NAME: Alma Farmers Union Coop. - Modena Ag Facility

MAPS (continued)

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

Figure #: 4 Title: Cross Section A - A'

Figure #: 5 Title: Cross Section B - B'

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 #: 3 Title: Groundwater Flow and Nitrogen Isoconcentration Map March 3, 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 #: 3 Title: Groundwater Flow and Nitrogen Isoconcentration Map March 3, 2010

Figure #: 2 Title: GW Nitrogen Isoconcentration October 6, 2008

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 #: 1 Title: 2000 and 2004 Post Excavation Analyses Results

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

Table #: 2 Title: Nitrogen and Pesticides Groundwater Analysis

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 #: 3 Title: Groundwater Elevations

IMPROPERLY ABANDONED MONITORING WELLS

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

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

Not Applicable

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

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

Figure #: Title:

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

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

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

BRRTS #: 02-06-547272

ACTIVITY NAME: Alma Farmers Union Coop. - Modena Ag Facility

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: 1

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: N/A

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="Section 23 T23N R12W NW NE; Section 23 T23N R12W SW NE"/>	<input type="text" value="024-00451, 024-00454"/>	<input type="text" value="376927"/>	<input type="text" value="445021"/>
<input type="text" value="B"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<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"/>



State of Wisconsin
Governor Scott Walker

Department of Agriculture, Trade and Consumer Protection

Ben Brancel, Secretary

April 14, 2011

Mr. Ron Flury
Alma Farmers Union Cooperative
1300 South Main Street
Alma, WI 54610

Re: Final Case Closure with Land Use Limitations or Conditions
Alma Farmers Union Cooperative, S905 CTH D & J, Modena, Wisconsin
DATCP Case #98416110201; DNR BRRTS No. 02-06-547272

Dear Mr. Flury:

On September 28, 2010, our 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 October 13, 2010, you were notified that the Closure Committee had agreed that this case is eligible for closure.

The Department has received correspondence indicating that you have complied with the requirements of closure, including abandonment of groundwater monitoring wells, submittal of a GIS Registry package, and payment of GIS fees.

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

GIS Registry

The conditions of case closure set out below in this letter require that your site be listed on the Wisconsin Department of Natural Resources (DNR) Remediation and Redevelopment (RR) Program's Geographical Information Systems (GIS) Registry of contaminated sites. The specific reasons are summarized below:

- Residual soil contamination exists that must be properly managed should it be excavated or removed
- Groundwater contamination is present above NR 140 enforcement standards (ESs)

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 the RR Sites Map page at <http://dnr.wi.gov/org/aw/rr/gis/index.htm>. If your property is listed on the GIS Registry because of remaining contamination and you intend to construct or reconstruct a well, you will need prior Department approval in accordance with s. NR 812.09(4)(w), Wis. Adm. Code. To obtain approval, Form 3300-254 needs to be completed and submitted to the DNR Drinking and Groundwater program's regional water supply specialist. This form can be obtained on-line <http://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, Wis. Stats., compliance with the requirements of this letter is a responsibility to which the current property owner and any subsequent property owners must adhere. If

these requirements are not followed or if additional information regarding site conditions indicates that contamination on or from the site poses a threat to public health, safety, welfare, or the environment, the Department may take enforcement action under s. 292.11, Wis. Stats., 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.

Remaining Residual Soil Contamination

Residual nitrogen (fertilizer) soil contamination remains at the approximate locations shown on Figure 6 in the GIS Registry package. The GIS Registry package can be viewed at <http://dnr.wi.gov/org/aw/rr/gis/index.htm>. If this residual contaminated soil is excavated in the future, then the property owner at the time of excavation must sample and analyze the excavated soil to determine if residual contamination remains (requirement pursuant to ch. NR 718, Wis. Adm. Code, and ch. 289, Wis. Stats., and chs. NR 500 to 536, Wis. Adm. Code, may also apply). If sampling confirms that contamination is present the property owner at the time of excavation will need to determine whether the material would be considered solid or hazardous waste and ensure that any storage, treatment or disposal is in compliance with applicable standards and rules. In addition, all current and future owners and occupants of the property need to be aware that excavation of the contaminated soil may pose a direct contact hazard and as a result special precautions may need to be taken to prevent a direct contact health threat to humans.

Remaining Residual Groundwater Contamination

Groundwater impacted by nitrite-nitrate as nitrogen ($\text{NO}_{2,3}$ as N) contamination greater than enforcement standards set forth in ch. NR140, Wis. Adm. Code, is present both on the contaminated property and off the contaminated property. Off-property owners have been notified of the presence of groundwater contamination. For more detailed information regarding the locations where groundwater samples have been collected (i.e., monitoring well locations) and the associated contaminant concentrations, refer to the RR Program's GIS Registry at the RR Sites Map page at <http://dnr.wi.gov/org/aw/rr/gis/index.htm>.

ACCP Considerations

If the case is re-opened, Agricultural Chemical Cleanup Program (ACCP) reimbursement may still be available. Determination of the ACCP eligibility of any future corrective action costs incurred at this site should be made before the corrective action is performed. It is in your best interest to keep all documentation related to the cleanup project and ACCP reimbursement applications.

The Department appreciates your efforts to restore the environment at this site. If you have any questions regarding this letter, please call me at 608-224-4514.

Sincerely,



Trevor Bannister
Hydrogeologist

cc: Gary LeMasters, DATCP
Bill Evans, DNR
Ryan Stafne, Cedar Corp.
Modena Grain Company, LLC

207495
Document Number

LAND CONTRACT

VOL. 311 PAGE 325

REGISTER OF DEEDS }
BUFFALO COUNTY, WIS. } SS.
Received for Record the 20
day of Nov A. D. 2001 at 9:00
o'clock a M. and recorded in
Vol. 311 of PA Page 325
Donna J. Crother
REGISTRAR

17.00 Pd

THIS SPACE RESERVED FOR RECORDING DATA

TRANSFER
\$420.00 Pd.
FEE

RETURN TO:
Scott Nicastro
Weld, Riley, Frenn & Ricci, S.C.
P O Box 1030
Eau Claire, WI 54702-1030
Jensen Abst

DOCUMENT NO. <u>207495</u>	STATE BAR OF WISCONSIN FORM 11-1982 LAND CONTRACT Individual and Corporate (TO BE USED FOR ALL TRANSACTIONS WHERE OVER \$25,000 IS FINANCED AND IN OTHER NON- CONSUMER ACT TRANSACTIONS)	THIS SPACE RESERVED FOR RECORDING DATA
<p>Contract, by and between <u>Alma Farmers Union Cooperative, Alma, Wisconsin</u>, ("Vendor") and <u>Modena Grain Company, LLC, Modena, Wisconsin</u> ("Purchaser"). Vendor sells and agrees to convey to Purchaser, upon the prompt and full performance of this contract by Purchaser, the following property, together with the rents, profits, fixtures and other appurtenant interests (all called the "Property"), in Buffalo County, State of Wisconsin:</p> <p>Beginning at the NE corner of the NW¼ of the NE¼ of Section 23, Township 23 North, Range 12 West, thence South 432½ feet; thence West 300 feet; thence North 432½ feet; thence East to point of beginning.</p> <p>Tax Parcel No. <u>024-453-000</u></p>		RETURN TO
<p>This <input type="checkbox"/> is not <input type="checkbox"/> homestead property</p> <p>Purchaser agrees to purchase the Property and to pay to Vendor at P.O. Box 428, Alma, Wisconsin, 54610-0428 the sum of \$140,000 the following manner: (a) \$5,000 previously paid and \$9,000 by certified check at the execution of this Contract; and (b) the balance of \$126,000, together with interest from date hereof on the balance outstanding from time to time at the rate of 7½ per cent per annum until paid in full, as follows: Monthly payments (principal and interest) of \$1,932.62, each payment due on the 1st day of the month. The first such monthly payment is due December 1, 2001.</p> <p>Provided, however, the entire outstanding balance shall be paid in full on or before the 30th day of November, 2008 (the maturity date).</p> <p>Following any default in payment, interest shall accrue at the rate of 12% per annum on the entire amount in default (which shall include, without limitation, delinquent interest and, upon acceleration or maturity, the entire principal balance).</p> <p>Purchaser, unless excused by Vendor, agrees to pay monthly to Vendor amounts sufficient to pay reasonably anticipated annual taxes, special assessments, fire and required insurance premiums when due. To the extent received by Vendor, Vendor agrees to apply payments to these obligations when due. Such amounts received by the Vendor for payment of taxes, assessments and insurance will be deposited into an escrow fund or trustee account, but shall not bear interest unless otherwise required by law.</p> <p>Payments shall be applied first to interest on the unpaid balance at the rate specified and then to principal. Any Amount may be prepaid without premium or fee upon principal at any time. Any such prepayment shall be applied first to amounts due at the end of the contract so that the monthly repayment required hereunder shall not, except to shorten the final date when full payment shall be due and owing, be affected by prepayments.</p> <p>Purchaser states that Purchaser is satisfied with the title as shown by the title evidence submitted to Purchaser for examination except: Mortgages owed to St. Paul Bank for Cooperatives, for which release or satisfactions will be recorded by Seller as soon after closing as the same can be obtained.</p>		

207495

VOL. 311 PAGE 327

Purchaser agrees to pay the cost of future title evidence. If title evidence is in the form of an abstract, it shall be retained by Vendor until the full purchase price is paid.

Purchaser shall be entitled to take possession of the Property on November 5, 2001.

Purchaser promises to pay when due all taxes and assessments levied on the Property or upon Vendor's interest in it and to deliver to Vendor on demand receipts showing such payment.

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

Purchaser covenants not to commit waste nor allow waste to be committed on the Property, to keep the Property in good tenantable condition and repair, to keep the Property free from liens superior to the lien of this Contract, and to comply with all laws, ordinances and regulations affecting the Property.

Vendor agrees that in the case the purchase price with interest and other moneys shall be fully paid and all conditions shall be fully performed at the times and in the manner above specified, Vendor will on demand, execute and deliver to the Purchaser, a Warranty Deed, in fee simple, of the Property, free and clear of all liens and encumbrances, except any liens or encumbrances created by the act or default of Purchaser, and except: easements of record and no other exceptions.

Purchaser agrees that time is of the essence and (a) in the event of a default in the payment of any principal or interest which continues for a period of 10 days following the specified due date or (b) in the event of a default in performance of any other obligation of Purchaser which continues for a period of 10 days following written notice thereof by Vendor (delivered personally or mailed by certified mail), then the entire outstanding balance under this contract shall become immediately due and payable in full, at Vendor's option and without notice (which Purchaser hereby waives), and Vendor shall also have the following rights and remedies (subject to any limitations provided by law) in addition to those provided by law or in equity: (i) Vendor may, at his option, terminate this Contract and Purchaser's rights, title and interest in the Property and recover the Property back through strict foreclosure with any equity of redemption to be conditioned upon Purchaser's full payment of the entire outstanding balance, with interest thereon from the date of default at the rate in effect on such date and other amounts due hereunder (in which event all amounts previously paid by Purchaser shall be forfeited as liquidated damages for failure to fulfill this Contract and as rental for the Property if purchaser fails to redeem); or (ii) Vendor may sue for specific performance of this Contract to compel immediately and full payment of the entire outstanding balance, with interest thereon at the rate in effect on the date of default and other amounts due hereunder, in which event the Property shall be auctioned at judicial sale and Purchaser shall be liable for any deficiency; or (iii) Vendor may sue at law for the entire unpaid purchase price or any portion thereof; or (iv) Vendor may declare this Contract at an end and remove this Contract as a cloud on title in a quiet-title action if the equitable interest of Purchaser is insignificant; and (v) Vendor may have Purchaser ejected from possession of the Property and have a receiver appointed to collect any rents, issues or profits during the pendency of any action under (i), (ii) or (iv) above. Notwithstanding any oral or written statements or actions of Vendor, an election of any of the foregoing remedies shall only be binding upon Vendor if and when pursued in litigation and all costs and expenses including reasonable attorneys fees of Vendor incurred to enforce any remedy hereunder (whether abated or not) to the extent not prohibited by law and expenses of title evidence shall be added to principal and paid by Purchaser, as incurred, and shall be included in any judgment.

Upon the commencement or during the pendency of any action of foreclosure of this Contract, Purchaser consents to the appointment of a receiver of the Property, including homestead interest, to collect the rents, issues, and profits of the Property during the pendency of such action, and such rents, issues, and profits when so collected shall be held and applied as the court shall direct.

Purchaser shall not transfer, sell or convey and legal or equitable interest in the Property (by assignment of any of Purchaser's rights under this Contract or by option, long-term lease or in any other way) without the prior written consent of Vendor unless either the outstanding balance payable under this Contract is first paid in full or the interest conveyed is pledge or assignment of Purchaser's interest under this Contract solely as security for an indebtedness of Purchaser. In the event of any such transfer, sale or conveyance without Vendor's written consent, the entire outstanding balance payable under this Contract shall become immediately due and payable in full, at Vendor's option without notice.

207495

VOL. 311 PAGE 328

Vendor shall make all payments when due under any mortgage outstanding against the Property on the date of this Contract (except for any mortgage granted by Purchaser) or under any note secured thereby, provided Purchaser makes timely payment of the amounts then due under this Contract. Purchaser may make any such payments directly to the Mortgagee if Vendor fails to do so and all payments so made by Purchaser shall be considered payments made on this Contract.

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

All terms of this Contract shall be binding upon and inure to the benefits of the heirs, legal representatives, successors and assigns of Vendor and Purchaser. (If not an owner of the Property the spouse of Vendor for a valuable consideration joins herein to release homestead rights in the subject Property and agrees to join in the execution of the deed to be made in fulfillment hereof.)

Dated this 5th day of November, 2001.

[Signature] (SEAL)
* Steve L. Stamm, Member
Modena Grain Company, LLC
(SEAL)

[Signature] (SEAL)
* Ronald Hillman General Manager
(SEAL)

AUTHENTICATION

Signature(s) of Steve L. Stamm
authenticated this 5th day of November, 2001
G. Scott Nicastro
TITLE: MEMBER STATE BAR OF WISCONSIN
authorized by § 706.06, Wis. Stats.)

ACKNOWLEDGMENT

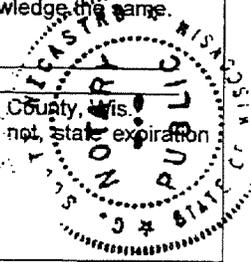
STATE OF WISCONSIN)
) ss.
Eau Claire COUNTY)
Personally came before me this 6th day
of November, 2001 the above named
Ronald Hillman

THIS INSTRUMENT WAS DRAFTED BY
LINDQUIST & VENNUM, P.L.L.P.

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

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

[Signature]
G. Scott Nicastro
Notary Public Eau Claire County, Wis.
My Commission is permanent. (If not, state expiration
dated: 20



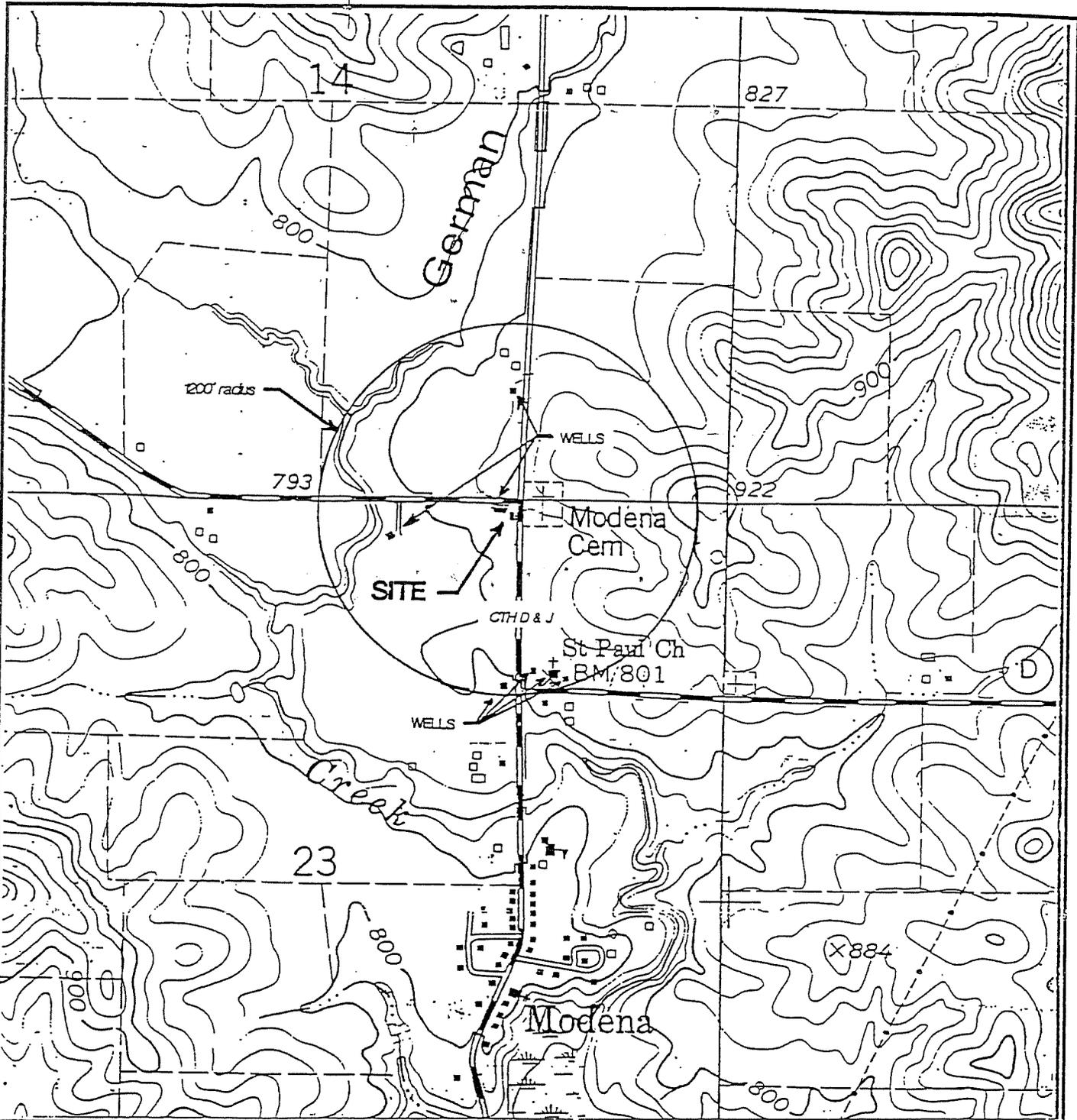
*Names of persons signing in any capacity should be typed or printed below their signatures.

I, Ron Flury, in accordance with Ch. 292, Wis. Stats. and Ch. NR 726 Wis. Adm. Code, certify the correct legal description for the property located S905 CTH D & J, in the Town of Modena, Buffalo County, Wisconsin, is accurately described as:

Beginning at the NE corner of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 23, Township 23 North, Range 12 West, thence South 432 $\frac{1}{2}$ feet; thence West 300 feet; thence North 432 $\frac{1}{2}$ feet, thence East to the point of beginning.

This Deed was recorded in the Buffalo County Register of Deed office on November 20, 2001 in Volume 311 on Pages 325 - 328 as Doc. No 207495.

By: 
Ron Flury



LEGEND

MODENA QUADRANGLE
 USGS Topographic Quadrangles
 7.5 Minute Series, 1974

Contour Interval - 20 Feet
 Sec. 23, T23N, R12W



engineers • architects • planners • environmental specialists
 land surveyors • landscape architects • interior designers

604 Wilson Avenue
 Menomonie, WI 54751

715-235-9081
 800-472-7372
 Fax 715-235-2727
 www.cedarcorp.com

DRAWN BY	ERD
DATE	03/99
REVISED BY	TAG
SCALE	1" = 2000'

SITE LOCATION MAP.

ALMA COOP - MODENA AG FACILITY
 S 905 CTH D & j
 MODENA, WI

CHECKED BY	ERD
JOB NO.	1791-0013-300
FIGURE	1

I:\Clients\11791 Alma Farmers Union Coop\036, 035, 034,033,032,031,026,025,024,023,013, Modena Ag.dwg\MODENA SITE.dwg 3/23/2010 10:06:40 AM CDT

JOB NO.	1791-034
BOOK NO.	M #1
DRAWN BY	KAT/PKF/YR
CHECKED BY	RDS
DATE	FEB 2000
REVISIONS	MARCH 2004
	JUNE 2007
REFERENCE FILE	MO01base.dwg
DRAWING FILE	MODENA SITE.dwg

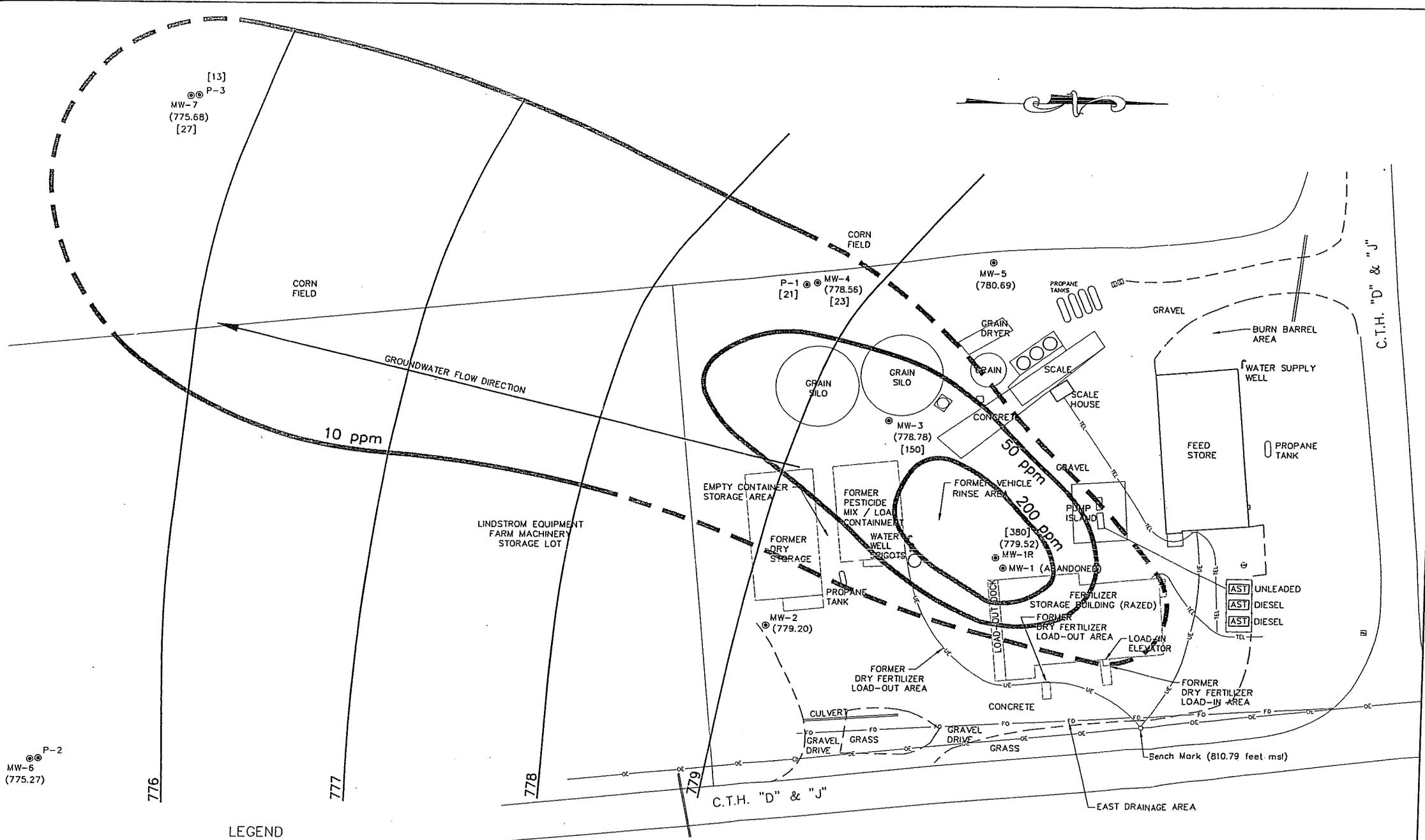
Cedar
corporation

604 Wilson Avenue
Menomonie, Wisconsin 54751
715-235-9081
800-472-7372
900-472-7372
FAX 715-235-2727
www.cedarcorp.com

engineers • architects • planners • environmental specialists
land surveyors • landscape architects • interior designers

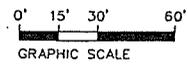
ALMA FARMERS UNION CO-OP
MODENA AG FACILITY, MODENA, WI
GROUNDWATER FLOW & NITROGEN ISOCONCENTRATION MAP
MARCH 3, 2010

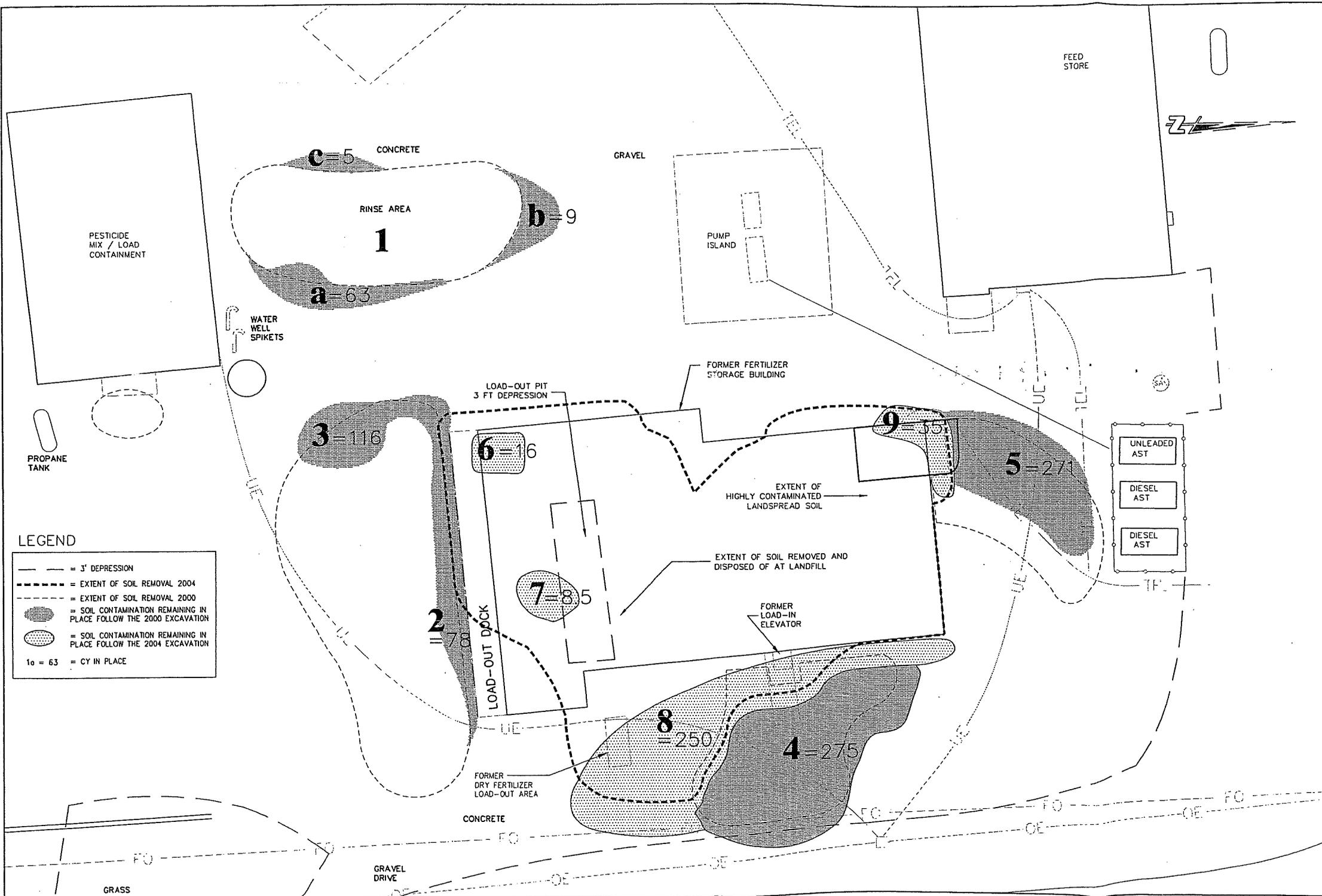
FIGURE
3



LEGEND

⊙ MW-1	= MONITORING WELL LOCATION
(780.64)	= GROUNDWATER ELEVATION
— 778 —	= GROUNDWATER CONTOUR
[10]	= NITRATE + NITRITE (PARTS PER MILLION)





LEGEND

- = 3' DEPRESSION
- - - - = EXTENT OF SOIL REMOVAL 2004
- - - - = EXTENT OF SOIL REMOVAL 2000
- = SOIL CONTAMINATION REMAINING IN PLACE FOLLOW THE 2000 EXCAVATION
- = SOIL CONTAMINATION REMAINING IN PLACE FOLLOW THE 2004 EXCAVATION
- 1a = 63 = CY IN PLACE

JOB NO.	1791-015
BOOK NO.	M #1
DRAWN BY	KAT/PKF/VR
CHECKED BY	MWI
DATE	MAR 2005
REVISIONS	OCT 2005
REFERENCE FILE	A015bose.dwg
DRAWING FILE	A015results.dwg

Cedar Corporation

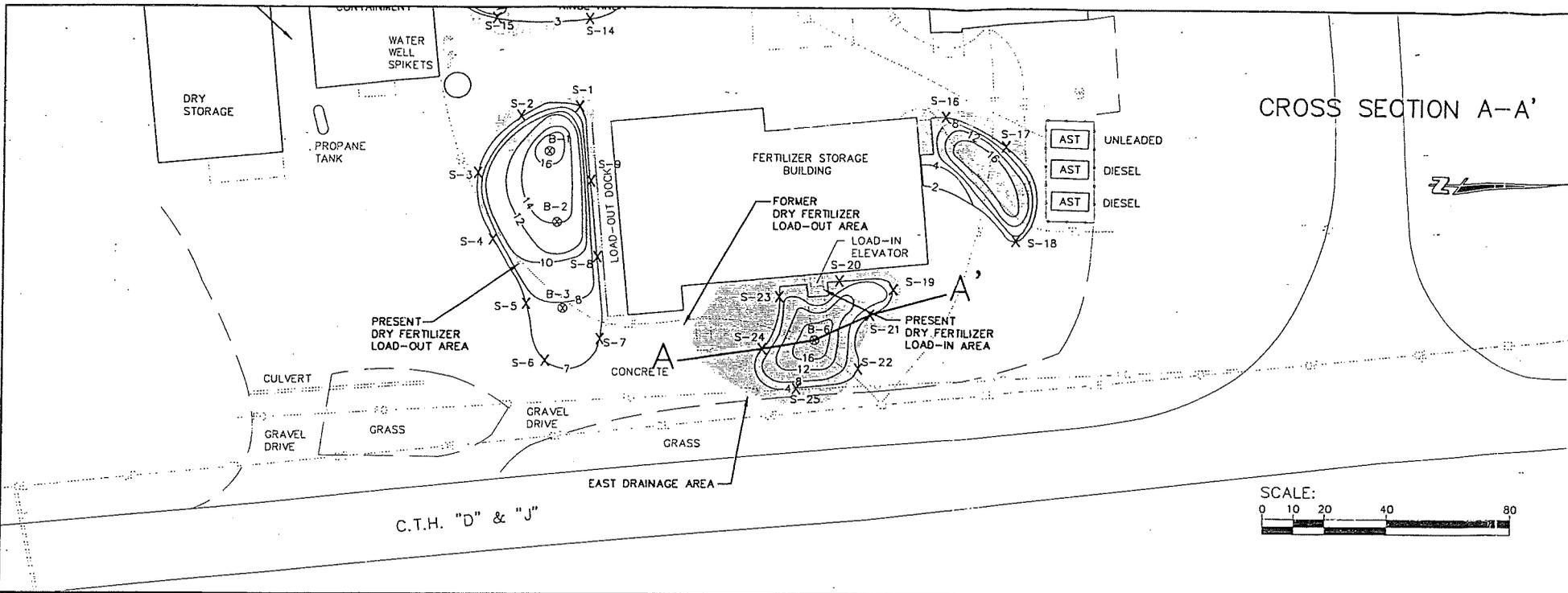
601 W. 4th Ave.
Menomonie, Wisconsin 54751

715-235-9091
800-472-7372
Fax: 715-235-9091
www.cedarcorp.com

engineers • architects • planners • environmental specialists
land surveys • landscape architects • interior designers

ALMA FARMERS UNION CO-OP
MODENA AG FACILITY
EXTENT OF CONTAMINATED SOIL
REMAINING IN PLACE

FIGURE
6



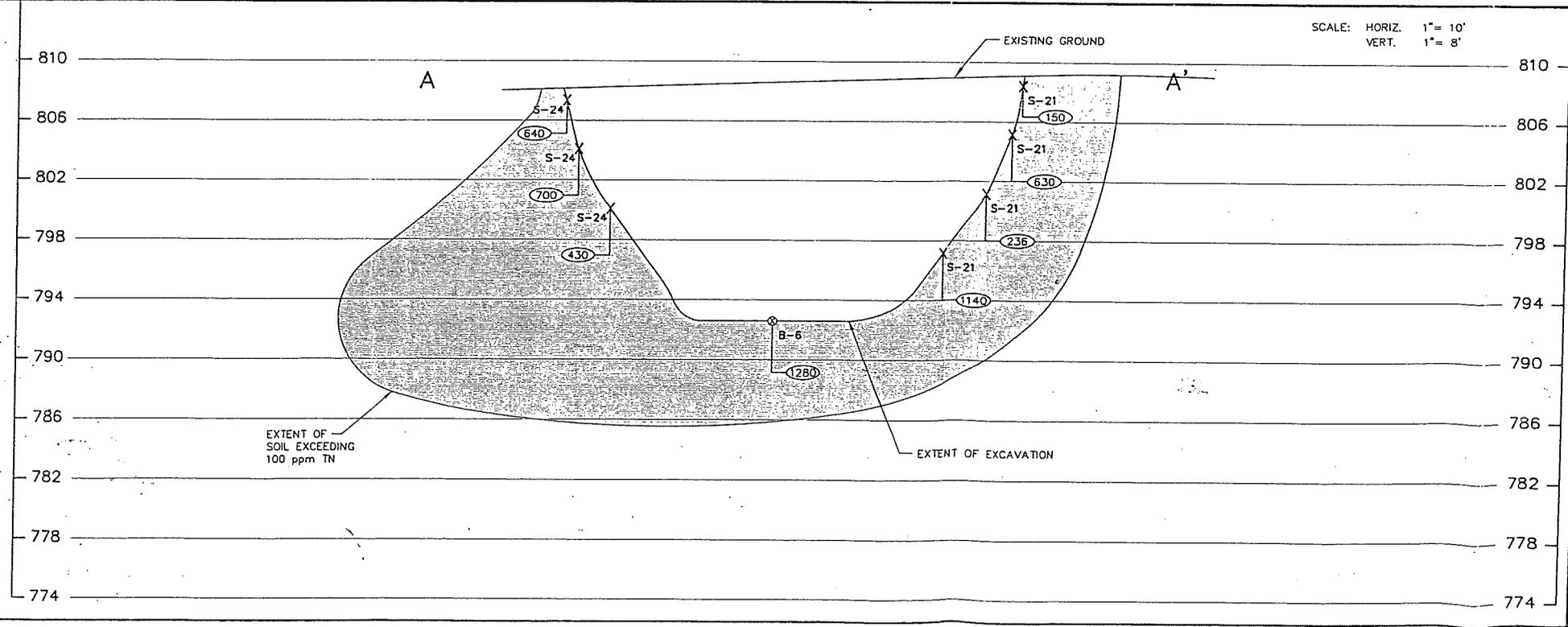
ABBREVIATIONS
 F---Fine M---Medium C---Coarse
 Ws---Weathered So---Sound

MATERIAL SYMBOLS

Topsoil	Silt	Sandstone
Sand	Peat	Limestone
Gravel	Clay	Igneous Rock

LEGEND OF BORING

* All Laboratory Results Reported in PPM
 LDL = Less Than Detection Limits



LEGEND

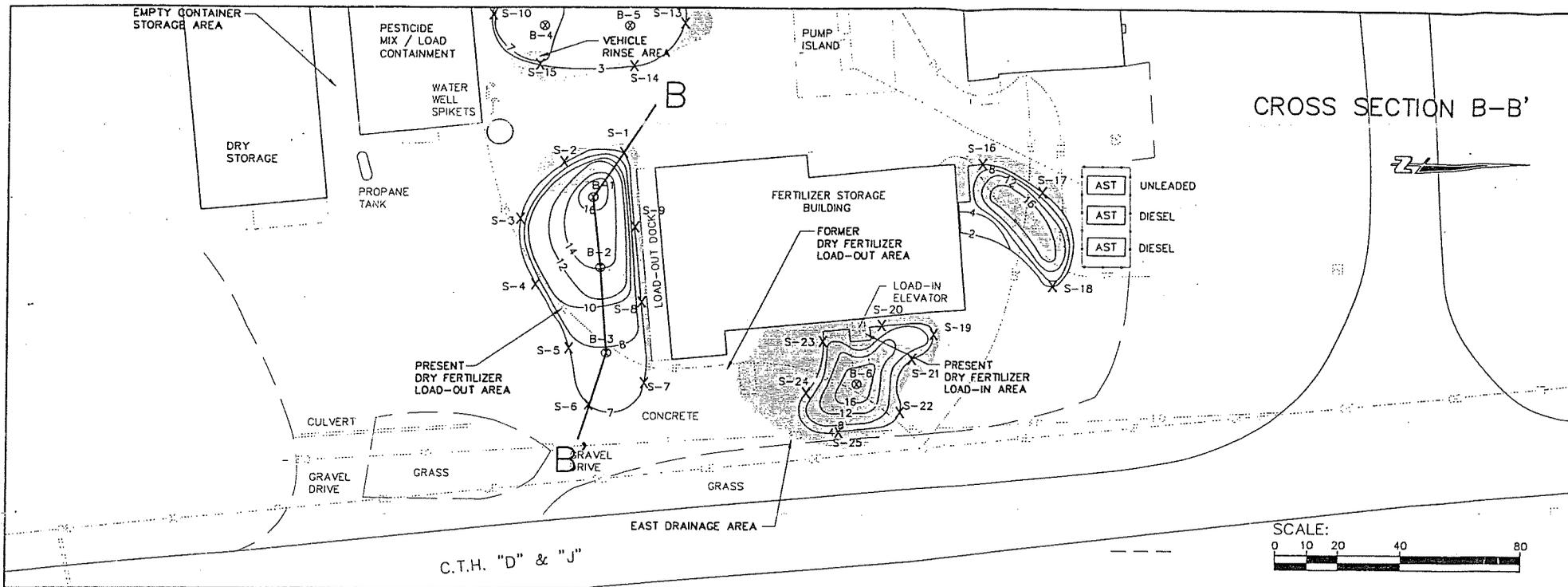
X S-11	=	SIDEWALL SAMPLE LOCATIONS
⊙ B-1	=	BASE SAMPLE LOCATIONS
[Stippled Area]	=	SOIL EXCEEDING 100 ppm

Cedar Corporation
 604 Wilson Avenue
 Menomonie, Wisconsin 54751
 715-235-9081
 800-472-7372
 engineers • architects • planners • environmental specialists
 land surveyors • landscape architects • interior designers
 FAX 715-235-2727
 www.cedarcorp.com

**ALMA FARMERS UNION CO-OP
 MODENA AG EXCAVATION
 MODENA, WI**

**CROSS SECTION A-A'
 FIGURE 4**

Drawn By	KAT	Plans Checked	RTB
Cadd File	A015_AA2.DWG	Job Number	A1791-015



CROSS SECTION B-B'

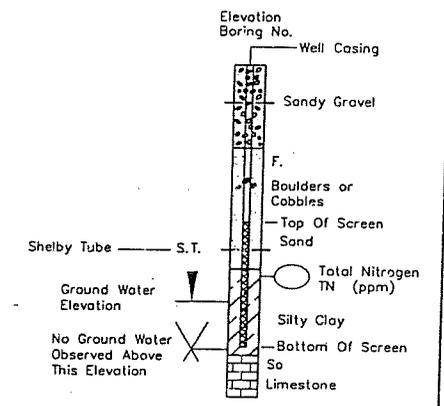
ABBREVIATIONS

F---Fine M---Medium C---Coarse
 Ws---Weathered So---Sound

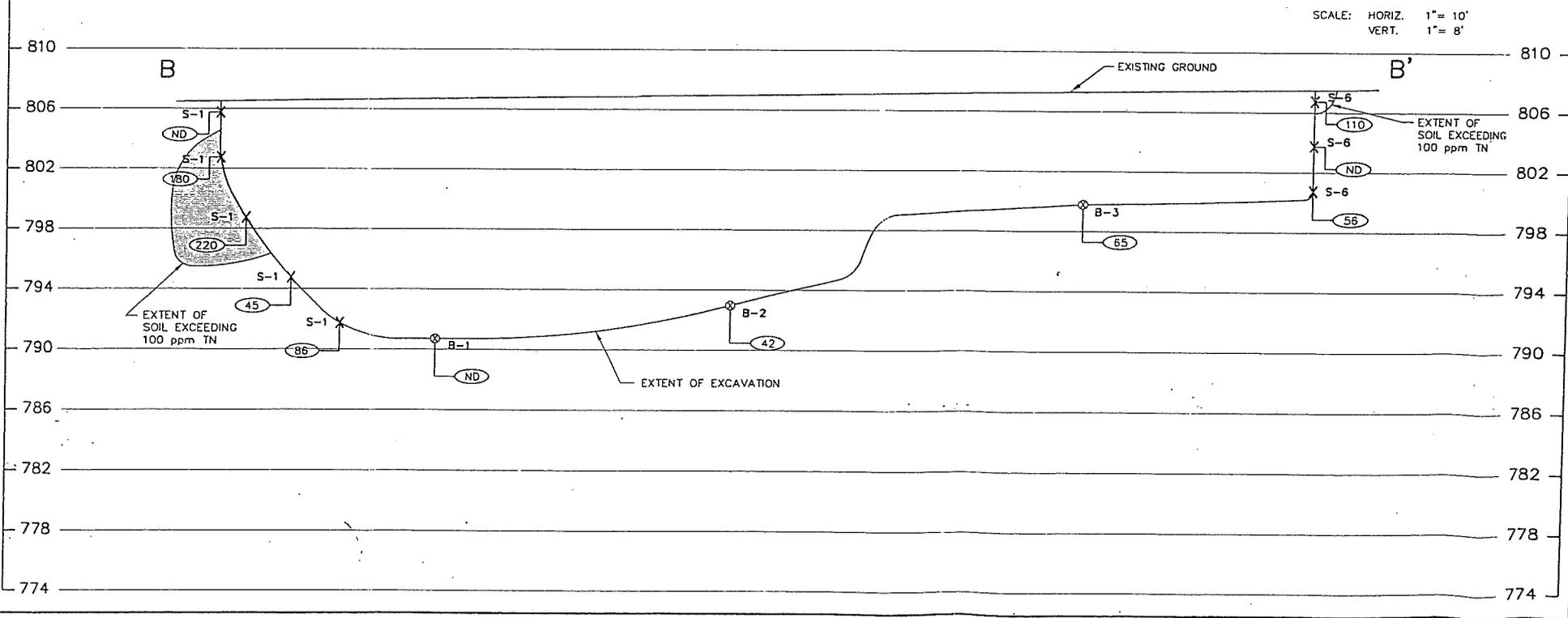
MATERIAL SYMBOLS

Topsoil	Silt	Sandstone
Sand	Peat	Limestone
Gravel	Clay	Igneous Rock

LEGEND OF BORING



* All Laboratory Results Reported in PPM



LEGEND

X S-11	=	SIDEWALL SAMPLE LOCATIONS
⊗ B-1	=	BASE SAMPLE LOCATIONS
[Stippled Area]	=	SOIL EXCEEDING 100 ppm

Cedar corporation

604 Wilson Avenue
Menomonie, Wisconsin 54751

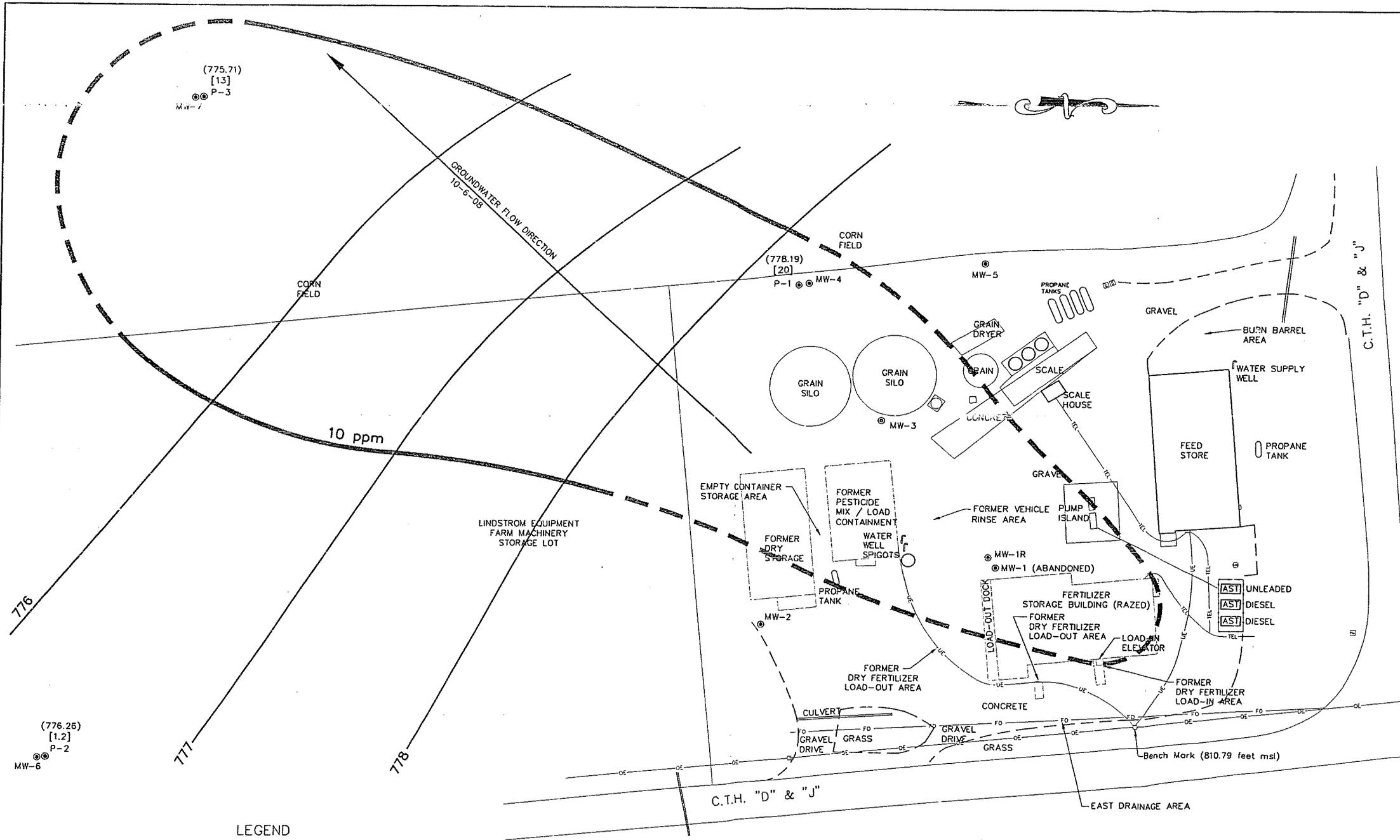
715-235-9081
800-472-7372
715-235-2727
www.cedarcorp.com

ALMA FARMERS UNION CO-OP
MODENA AG EXCAVATION
MODENA, WI

CROSS SECTION B-B'
FIGURE 5

Drawn By	KAT	Plans Checked	RTB
Cadd File	A015_BB2.DWG	Job Number	A1791-015

I:\Clients\A1791_Alma_Farmers_Union_Co-op\035_034\033\032_031\026_025\024\023\013_Modena_Ag.dwg MODENA SITE.dwg 5/6/2019 3:15:48 PM CDT



LEGEND

- ⊙ MW-1 = MONITORING WELL LOCATION
- (780.64) = GROUNDWATER ELEVATION
- 778--- = GROUNDWATER CONTOUR
- [20] = NITRATE + NITRITE (PARTS PER MILLION)

0' 15' 30' 60'
GRAPHIC SCALE

JOB NO.	1791-034
BOOK NO.	M #1
DRAWN BY	KAT/PKF/VR
CHECKED BY	DDG
DATE	FEB 2000
REVISIONS	MARCH 2004
	JUNE 2007
REFERENCE FILE	MOD1base.dwg
DRAWING FILE	MODENA SITE.dwg

604 Wilson Avenue
Menomonee, Wisconsin 53251

Cedar
corporation

engineers • architects • planners • environmental scientists
land surveyors • landscape architects • interior designers

715-235-9081
800-475-2372
FAX 715-235-2727
www.cedarcorp.com

ALMA FARMERS UNION CO-OP
MODENA AG FACILITY, MODENA, WI
GW NITROGEN ISOCONCENTRATION MAP
OCTOBER 6, 2008

FIGURE
2

TABLE 1
 2000 and 2004 POST EXCAVATION ANALYSES RESULTS
 ALMA FARMERS UNION COOPERATIVE - MODENA AG FACILITY
 MODENA, WI

2000 EXCAVATION

SAMPLE ID	DEPTH, FT	NITRATE + NITRITE, mg/kg	AMMONIA, mg/kg	TOTAL NITROGEN, mg/kg
S-1	3.5-4	180	<31	180
	7.5-8	220	<30	220
S-2	3.5-4	320	<31	320
	7.5-8	240	<30	240
	11.5-12	180	<28	180
S-6	0.5 - 1	110	<31	110
S-8	0.5 - 1	720	580	1300
	3.5-4	630	1500	2130
	7.5-8	230	<30	230
S-9	3.5-4	520	280	800
	7.5-8	410	<31	410
	11.5-12	64	93	157
S-11	0.5 - 1	140	110	250
S-13	0.5 - 1	170	<27	170
S-15	0.5 - 1	150	480	630
	3.5-4	250	<31	250
	6.5-7	140	<28	140
S-16	0.5 - 1	270	<27	270
	4'	440	<31	440
	8'	130	120	250
S-17	0.5 - 1	190	<29	190
	4'	290	740	1030
	8'	650	150	800
	12'	220	310	530
	16'	180	<28	180
S-19	4'	120	<32	120
S-20	4'	69	160	229
	8'	92	180	272
S-21	0.5 - 1	150	<27	150
	4'	410	220	630
	8'	150	86	236
	12'	240	900	1140

TABLE 1
 2000 and 2004 POST EXCAVATION ANALYSES RESULTS
 ALMA FARMERS UNION COOPERATIVE - MODENA AG FACILITY
 MODENA, WI

2000 EXCAVATION

SAMPLE ID	DEPTH, FT	NITRATE + NITRITE, mg/kg	AMMONIA, mg/kg	TOTAL NITROGEN, mg/kg
S-22	8'	<21	300	300
	12'	430	<25	430
S-23	4'	500	860	1360
	8'	540	1500	2040
S-24	0.5 - 1	640	<30	640
	4'	100	600	700
	8'	430	<25	430
S-25	0.5 - 1	220	740	960
	8'	220	140	360
B-6	16'	180	1100	1280

2004 EXCAVATION

SAMPLE ID	DEPTH, FT	NITRATE + NITRITE, mg/kg	AMMONIA, mg/kg	TOTAL NITROGEN, mg/kg
BS-3	16'	330	94	424
BS-6	16'	270	150	420
BS-7	10'	280	23	303
BS-12	10'	120	280	400
BS-13	18'	140	<20	140
BS-14	22'	110	<20	110
BS-15	14'	74	34	108
BS-17	14'	47	80	127
BS-18	26'	360	<20	360
S-5	8'	90	24	114
S-7	4'	<20	360	360
	8'	<20	240	240
	12'	40	87	127
	16'	<20	260	260
S-10	8'	160	32	192
S-11	8'	250	<20	250
S-12	1'	130	<20	130
	4'	1900	<200	1900
S-28	1'	56	350	406
	12'	<20	210	210

S = Sidewall Sample

B = Base Sample

mg/kg = milligrams per kilogram

**TABLE 2
NITROGEN AND PESTICIDE GROUNDWATER ANALYSIS
ALMA FARMER'S UNION COOPERATIVE - MODENA FACILITY
MODENA, WI**

Monitoring Well	Date	Groundwater Elevation (ft. MSL)		N + N	Aceto-	Alachlor	Atrazine	Desethyl-	Deisopropyl-	Total	Cyanazine	Dimethen-	Metola-
				as N	chlor	(ug/l)	(ug/l)	atrazine	atrazine	atrazine*	(ug/l)	amid	chlor
				(mg/l)	(ug/l)			(ug/l)	(ug/l)	(ug/l)	(ug/l)	(ug/l)	(ug/l)
			ES	10	NE	2	*	*	*	3	1	NE	15
			PAL	2	NE	0.2	*	*	*	0.3	0.1	NE	1.5
MW-1	1/22/02	781.19		302	0.238	2.52	1.32	0.278	0.12	1.72	0.128	1.27	4.7
	9/12/02	783.86		246	38.2	1.33	0.57	0.8	1.6	2.97	<0.06	23.2	1.56
	3/11/03	781.04		520	8.4	2.1	0.88	0.02	0.03	0.93	<0.041	8.1	6.4
	9/24/03	780.67		510	3	3	0.82	0.03	0.02	0.87	<0.034	5	9.4
	3/9/04	779.68		470	1.9	2.4	0.45	0.03	0.34	0.82	0.16	3.7	6.8
	9/30/04	779.6		570	<0.087	2.3	1	0.19	0.02	1.21	0.21	19	6.4
	3/16/05	779.47		660	0.089	2.5	0.42	0.04	0.02	0.48	<0.11	7.5	6.4
	9/29/05	779.28		500	<0.062	2.3	0.14	0.02	0.36	0.52	0.082	6.5	6.2
	2/28/06	778.67		590	<0.062	1.9	0.11	0.02	0.63	0.76	0.2	4.2	5.1
	4/27/07	779.84		570	<0.062	1.3	0.12	0.02	0.01	0.15	<0.042	8.8	5.2
	7/12/07	779.28		800	<0.062	1.3	0.17	0.02	0.01	0.20	<0.042	13	4.7
	9/11/07	781.09		1500	<0.062	1.1	0.21	0.02	0.01	0.24	<0.042	9.4	4.2
	12/5/07	781.33		1100	<0.062	1.3	0.37	0.02	0.01	0.40	<0.042	26	3.7
4/17/08	780.64		210	<0.062	<0.11	0.1	0.02	0.01	0.13	<0.042	2.5	<0.17	
MW-1R	10/6/08	780.22		390	<0.062	1.4	0.51	0.02	0.01	0.54	<0.042	53	3.1
	9/9/09	778.6		500	<0.062	0.76	0.2	0.02	0.01	0.23	0.037	43	3.3
	3/23/10	779.52		380	<0.062	0.51	0.17	0.02	0.01	0.20	<0.042	32	2.6
MW-2	1/22/02	780.48		9.6	<0.097	<0.028	0.007	0.152	0.388	0.55	0.2	0.278	<0.03
	9/12/02	783.29		11.6	<0.485	<0.028	0.754	0.304	0.302	1.36	<0.06	3.46	<0.03
	3/11/03	780.46		10	<0.066	<0.11	0.03	0.19	0.025	0.25	<0.041	<0.091	<0.28
	9/24/03	780.14		12	0.71	<0.053	0.095	0.27	0.28	0.65	0.095	1.9	<0.21
	3/9/04	779.08		10	<0.087	<0.053	0.11	0.19	0.27	0.57	<0.034	<0.055	<0.21
	9/30/04	779.97		9.9	<0.087	<0.053	0.17	0.29	0.46	0.92	<0.034	2.2	<0.21
	3/16/05	778.73		10	<0.038	<0.085	0.034	0.27	0.022	0.33	<0.11	<0.051	<0.22
	9/29/05	778.86		8.7	<0.062	<0.11	0.024	0.17	0.01	0.20	<0.042	2.6	<0.17
	2/28/06	777.9		11	<0.062	<0.11	0.14	0.35	0.01	0.50	<0.042	0.39	<0.17
	4/27/07	779.33		9.2	0.4	<0.11	0.22	0.44	0.79	1.45	<0.042	0.41	<0.17
	7/12/07	778.62		10	0.39	<0.11	0.23	0.41	0.59	1.23	<0.042	0.19	<0.17
	9/11/07	781.07		9.5	2.9	<0.11	0.43	0.44	0.58	1.45	0.24	1.4	<0.17
	12/5/07	781.02		9.8	<0.062	<0.11	0.26	0.36	0.01	0.63	<0.042	<0.036	<0.17
	4/17/08	780.26		8.6	<0.062	<0.11	0.56	0.39	0.49	1.44	<0.042	<0.036	<0.17
	10/6/08	780.1		8.2	<0.062	<0.11	0.1	0.29	0.32	0.71	<0.042	<0.036	<0.17
9/9/09	778.32		-	-	-	-	-	-	-	-	-	-	
3/23/10	779.2		-	-	-	-	-	-	-	-	-	-	
MW-3	1/22/02	779.77		322	3.62	33.9	22.9	0.26	0.414	23.57	0.21	29.3	11.2
	9/12/02	782.14		143	23.4	0.532	14.9	0.734	0.388	16.02	2.38	100	1.37
	3/11/03	779.69		130	0.83	2.1	2	0.19	0.027	2.22	0.2	3.6	0.87
	9/24/03	779.38		99	40	0.93	18	0.7	0.45	19.15	14	79	2
	3/9/04	778.58		210	<0.087	1.1	2.8	0.29	0.47	3.56	0.41	26	1.3

Monitoring Well	Date	Groundwater Elevation (ft. MSL)		N + N	Aceto-	Alachlor	Atrazine	Desethyl-	Deisopropyl-	Total	Cyanazine	Dimethen-	Metola-
				as N	chlor	(ug/l)	(ug/l)	atrazine	atrazine	atrazine*		amid	chlor
				(mg/l)	(ug/l)		(ug/l)	(ug/l)	(ug/l)	(ug/l)	(ug/l)	(ug/l)	(ug/l)
			ES	10	NE	2	*	*	*	3	1	NE	15
			PAL	2	NE	0.2	*	*	*	0.3	0.1	NE	1.5
	9/30/04	779.32		84	1.9	<0.053	0.52	0.31	0.022	0.85	0.3	7.3	1.2
	3/16/05	778.42		260	<0.038	<0.085	0.88	0.3	0.55	1.73	0.23	12	1.8
	9/29/05	778.43		140	<0.062	0.11	1.1	0.16	0.42	1.68	0.17	22	0.75
	2/28/06	777.71		230	<0.062	0.25	1.5	0.44	0.62	2.56	0.81	23	17
	4/27/07	778.97		200	<0.062	0.97	1.5	0.58	0.9	2.98	0.54	31	14
	7/12/07	779.32		160	<0.062	0.75	1.1	0.57	0.7	2.37	0.5	28	13
	9/11/07	780.4		120	<0.062	0.43	0.91	0.36	0.58	1.85	0.32	16	6.3
	12/5/07	780.32		110	<0.062	0.32	0.86	0.48	0.71	2.05	0.35	22	5.8
	4/17/08	779.82		100	<0.062	0.71	0.74	0.29	0.48	1.51	0.25	10	2.7
	10/6/08	779.07		48	<0.062	0.41	0.52	0.24	0.33	1.09	0.13	6.4	2.7
	9/9/09	778.42		95	<0.062	0.25	0.34	0.26	0.01	0.61	0.43	8.1	1.3
	3/23/10	778.78		150	<0.062	0.5	0.68	0.21	0.27	1.16	<0.042	13	2.4
MW-4	9/12/02	781.48		11.9	<0.97	0.138	1.46	0.562	0.332	2.35	<0.06	14	0.224
	3/11/03	779.16		85	10	0.68	1.7	2.8	0.92	5.42	0.24	70	3.8
	9/24/03	778.82		63	8.2	<0.053	0.6	1.1	0.35	2.05	0.13	43	1.3
	3/9/04	778.23		77	20	1.8	0.24	0.93	0.4	1.57	0.67	69	11
	9/30/04	778.84		31	1.1	<0.053	1.6	0.78	0.5	2.88	<0.034	6.8	2.9
	3/16/05	778.03		2.9	<0.038	1.2	0.9	0.79	0.62	2.31	<0.11	62	5.8
	9/29/05	778.09		39	<0.062	0.15	0.64	1	0.52	2.16	0.5	17	5.3
	2/28/06	777.4		61	<0.062	0.24	0.99	1.8	0.01	2.80	0.39	17	6.9
	4/27/07	778.65		16	<0.062	<0.11	0.52	0.62	0.01	1.15	<0.042	<0.036	<0.17
	7/12/07	777.97		30	<0.062	<0.11	0.54	0.82	0.01	1.37	<0.042	<0.036	<0.17
	9/11/07	780.01		19	<0.062	<0.11	0.42	0.48	0.01	0.91	<0.042	<0.036	<0.17
	12/5/07	779.81		14	<0.062	<0.11	0.28	0.41	0.01	0.70	<0.042	<0.036	<0.17
	4/17/08	779.54		35	<0.062	<0.11	0.77	2.3	0.73	3.80	<0.042	2.9	1.2
	10/6/08	778.6		27	<0.062	0.24	0.69	0.89	0.47	2.05	0.16	8	3.6
	9/9/09	777.4		39	<0.062	<0.11	0.45	0.88	0.01	1.34	0.22	3.8	1.1
	3/23/10	778.56		23	<0.062	<0.11	0.16	0.59	0.01	0.76	<0.042	<0.036	<0.017
MW-5	9/12/02	783.29		11.6	<0.097	<0.028	0.216	0.16	0.032	0.41	<0.6	0.278	<0.03
	3/11/03	779.9		8.8	<0.066	<0.11	1.1	0.27	0.5	1.87	0.31	0.81	<0.28
	9/24/03	779.59		17	<0.087	0.22	0.5	0.23	0.29	1.02	0.1	1.3	<0.21
	3/9/04	778.88		3.6	0.23	<0.053	0.43	0.33	0.28	1.04	0.15	1.5	<0.21
	9/30/04	779.38		4	<0.087	<0.053	0.22	0.38	0.022	0.62	<0.034	<0.055	<0.21
	3/16/05	778.5		69	<0.038	<0.085	0.12	0.28	0.022	0.42	<0.11	0.84	<0.22
	9/29/05	781.24		8.5	<0.062	<0.11	0.024	0.17	0.01	0.20	<0.042	<0.036	<0.17
	2/28/06	777.89		11	<0.062	<0.11	0.12	0.32	0.01	0.45	<0.042	0.28	<0.17
	4/27/07	779.97		6.3	<0.062	<0.11	0.058	0.31	0.01	0.38	<0.042	<0.036	<0.17
	7/12/07	778.41		2.2	<0.062	<0.11	0.77	0.47	0.01	1.25	<0.042	<0.036	0.45
	9/11/07	781.25		14	<0.062	<0.11	0.096	0.28	0.01	0.39	<0.042	<0.036	<0.17
	12/5/07	780.28		5.2	<0.062	<0.11	0.25	0.31	0.01	0.57	<0.042	<0.036	<0.17
	4/17/08	781.7		1.9	<0.062	<0.11	0.024	0.16	0.01	0.19	<0.042	<0.036	<0.17
	10/6/08	779.04		4.2	<0.062	<0.11	0.13	0.18	0.01	0.32	<0.042	<0.036	<0.17
	9/9/09	778.27		-	-	-	-	-	-	-	-	-	-
	3/23/10	780.69		-	-	-	-	-	-	-	-	-	-

Monitoring Well	Date	Groundwater Elevation (ft. MSL)		N + N	Aceto-	Alachlor	Atrazine	Desethyl-	Deisopropyl-	Total	Cyanazine	Dimethen-	Metola-
				as N	chlor	(ug/l)	(ug/l)	atrazine	atrazine	atrazine*	(ug/l)	amid	chlor
				(mg/l)	(ug/l)			(ug/l)	(ug/l)	(ug/l)	(ug/l)	(ug/l)	(ug/l)
			ES	10	NE	2	*	*	*	3	1	NE	15
			PAL	2	NE	0.2	*	*	*	0.3	0.1	NE	1.5
MW-6	4/27/07	775.5		20	<0.062	<0.11	0.088	0.38	0.83	1.30	<0.042	<0.036	<0.17
	7/12/07	774.76		12	<0.062	<0.11	0.16	0.38	0.63	1.17	<0.042	<0.036	<0.17
	9/11/07	776.65		13	<0.062	<0.11	0.069	0.29	0.59	0.95	<0.042	<0.036	<0.17
	12/5/07	776.87		13	<0.062	<0.11	0.17	0.31	0.01	0.49	<0.042	<0.036	<0.17
	4/17/08	776.39		13	<0.062	<0.11	0.051	0.2	0.35	0.60	<0.042	<0.036	<0.17
	10/6/08	775.74		10	<0.062	<0.11	0.069	0.24	0.36	0.67	<0.042	<0.036	<0.17
	9/9/09	774.25		-	-	-	-	-	-	-	-	-	-
	3/23/10	775.27		-	-	-	-	-	-	-	-	-	-
MW-7	4/27/07	775.78		8.7	<0.062	0.17	0.25	0.53	0.80	1.58	<0.042	11	0.26
	7/12/07	775.08		22	<0.062	0.26	0.29	0.51	0.59	1.39	<0.042	11	0.22
	9/11/07	776.85		24	<0.062	<0.11	0.024	0.24	0.01	0.27	<0.042	0.21	<0.17
	12/5/07	776.84		61	<0.062	<0.11	0.024	0.27	0.01	0.30	<0.042	<0.036	<0.17
	4/17/08	776.62		40	<0.062	<0.11	0.10	0.24	0.34	0.68	<0.042	5.0	<0.17
	10/6/08	775.72		36	<0.062	<0.11	0.085	0.33	0.38	0.80	<0.042	15	<0.17
	9/9/09	774.58		33	<0.062	<0.11	0.086	0.32	0.01	0.42	<0.042	6.2	<0.17
	3/23/10	775.68		27	<0.062	<0.11	0.11	0.40	0.01	0.52	<0.042	5.7	<0.017
P-1	9/12/02	781.3		22.9	<0.097	<0.028	0.346	0.016	0.032	0.39	<0.06	5.41	<0.03
	3/11/03	778.97		30	0.32	<0.11	0.64	0.19	0.29	1.12	<0.041	1.2	<0.28
	9/24/03	778.48		29	0.40	<0.053	0.45	0.14	0.022	0.61	<0.034	1.5	<0.21
	3/9/04	778.1		27	0.25	<0.053	0.27	0.20	0.022	0.49	<0.034	0.34	0.23
	9/30/04	778.62		18	0.42	<0.053	0.34	0.30	0.022	0.66	<0.034	4.0	<0.21
	3/16/05	777.76		16	<0.038	<0.085	0.14	0.22	0.022	0.38	<0.11	<0.051	<0.22
	9/29/05	777.86		23	<0.062	<0.11	0.053	0.17	0.01	0.23	<0.042	0.99	0.45
	2/28/06	777.19		23	<0.062	<0.11	0.13	0.02	0.01	0.16	<0.042	1.9	0.31
	4/27/07	778.25		24	<0.062	<0.11	0.12	0.38	0.01	0.51	<0.042	0.98	<0.17
	7/12/07	777.76		26	<0.062	<0.11	0.17	0.41	0.01	0.59	<0.042	0.91	<0.17
	9/11/07	779.7		34	<0.062	0.14	0.30	0.49	0.60	1.39	0.29	7.7	3.1
	12/5/07	779.64		29	<0.062	0.35	0.35	0.52	0.01	0.88	0.26	10	2.3
	4/17/08	779.24		32	<0.062	<0.11	0.16	0.21	0.01	0.38	<0.042	3.6	0.28
	10/6/08	778.19		20	<0.062	<0.11	0.14	0.23	0.32	0.69	0.17	3.1	1.3
	9/9/09	777.2		18	<0.062	<0.11	0.14	0.40	0.01	0.55	<0.042	0.44	<0.17
	3/23/10	778.28		21	<0.062	<0.11	0.12	0.35	0.01	0.48	<0.042	0.31	<0.017
P-2	4/27/07	776.13		1.4	<0.062	<0.11	0.03	0.02	0.01	0.06	<0.042	<0.036	<0.17
	7/12/07	775.46		1.1	<0.062	<0.11	0.03	0.02	0.01	0.06	<0.042	<0.036	<0.17
	9/11/07	777.2		1.6	<0.062	<0.11	0.03	0.02	0.01	0.06	<0.042	<0.036	<0.17
	12/5/07	777.29		1.7	<0.062	<0.11	0.03	0.02	0.01	0.06	<0.042	<0.036	<0.17
	4/17/08	776.26		1.5	<0.062	<0.11	0.03	0.02	0.01	0.06	<0.042	<0.036	<0.17
	10/6/08	776.26		1.2	<0.062	<0.11	0.03	0.02	0.01	0.06	<0.042	<0.036	<0.17
	9/9/09	774.91		-	-	-	-	-	-	-	-	-	-
	3/23/10	775.95		-	-	-	-	-	-	-	-	-	-

Monitoring Well	Date	Groundwater Elevation (ft. MSL)		N + N	Aceto-	Alachlor	Atrazine	Desethyl-	Deisopropyl-	Total	Cyanazine	Dimethen-	Metola-
				as N	chlor	(ug/l)	(ug/l)	atrazine	atrazine	atrazine*	(ug/l)	amid	chlor
				(mg/l)	(ug/l)			(ug/l)	(ug/l)	(ug/l)	(ug/l)	(ug/l)	(ug/l)
			ES	10	NE	2	*	*	*	3	1	NE	15
			PAL	2	NE	0.2	*	*	*	0.3	0.1	NE	1.5
P-3	4/27/07	775.75		8.6	<0.062	<0.11	0.14	0.31	0.01	0.46	<0.042	0.87	<0.17
	7/12/07	775.05		10	<0.062	<0.11	0.19	0.30	0.01	0.50	<0.042	0.72	<0.17
	9/11/07	776.72		12	<0.062	<0.11	0.13	0.26	0.01	0.40	<0.042	0.92	<0.17
	12/5/07	776.76		15	<0.062	<0.11	0.22	0.02	0.01	0.25	<0.042	1.8	<0.17
	4/17/08	776.57		15	<0.062	<0.11	0.11	0.15	0.01	0.27	<0.042	6.2	<0.17
	10/6/08	775.71		13	<0.062	<0.11	0.11	0.16	0.01	0.28	<0.042	<0.036	<0.17
	9/9/09	774.52		16	<0.062	<0.11	0.12	0.20	0.01	0.33	<0.042	1.9	<0.17
	3/23/10	775.63		13	<0.062	<0.11	0.098	0.02	0.01	0.13	<0.042	0.79	<0.017
Lindsey	2/28/06			0.039	<0.062	<0.11	<0.048	<0.035	<0.026	-	<0.042	<0.036	<0.17
Lindstrom Eq.	4/27/07			<0.025	<0.062	<0.11	<0.048	<0.035	<0.026	-	<0.042	<0.036	<0.17
Lindstrom Eq.	12/5/07			<0.025	<0.062	<0.11	<0.048	<0.035	<0.026	-	<0.042	<0.036	<0.17
St. Pauls Church	4/27/07			0.85	<0.062	<0.11	<0.048	<0.035	<0.026	-	<0.042	<0.036	<0.17
St. Pauls Church	12/5/07			1.2	<0.062	<0.11	<0.048	<0.035	<0.026	-	<0.042	<0.036	<0.17
ug/l=micrograms per liter=ppb=parts per billion													
mg/l = milligrams per liter = ppm = parts per million													
*Total atrazine = atrazine + deisopropyl atrazine + desethyl atrazine													
NE=Indicates not established													
"- Indicates not analyzed or not detected during previous sampling event."													
Values in bold indicate concentrations above NR 140, Wisconsin Administrative Code (WAC) Enforcement Standards (ES)													
Values in italics indicate concentrations above NR 140, WAC Preventative Action Limit (PAL)													

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="Section 23 T23N R12W NW NE; Section 23 T23N R12W SW NE"/>	<input type="text" value="024-00451, 024-00454"/>	<input type="text" value="376927"/>	<input type="text" value="445021"/>
<input type="text" value="B"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<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"/>

October 28, 2010

Modena Grain Company, LLC
S905 CTH D & J
Mondovi, WI 54755

SUBJECT: Notification of Existing Groundwater and Soil Contamination beneath the
Modena Grain Company, LLC Formerly known as the Alma Farmers Union
Cooperative – Modena Ag Facility

To Whom It May Concern:

Alma Farmers Union Cooperative has completed an environmental investigation and soil removal at the Alma Farmers Union Cooperative – Modena Ag Facility located at S905 CTH D & J, Modena, WI. In accordance with the conditions of case closure Wis. Admin. Code NR726, we are required to notify you that groundwater and soil contamination exists beneath the Modena Grain Company, LLC property.

Groundwater and soil contamination that appears to have originated on the property located at S905 CTH D & J, Modena, WI, exists beneath the Modena Grain Company, LLC property. The levels of nitrogen contamination in the groundwater and soil beneath the property are above the State's Residual Contaminant Levels found in Chapter NR 140 for Groundwater and Chapter NR 720 for Soil, Wisconsin Administrative Code.

However, the environmental consultants who have investigated this contamination have informed me that this groundwater contamination will naturally degrade over time and soil contamination does not threaten human health as the direct contact has been eliminated in prior remedial actions. We believe that allowing natural attenuation to complete the cleanup at this site will meet the requirements for case closure that are found in chapter NR 726 and chapter NR 746, Wisconsin Administrative Code. We are going to request that the Departments of Agriculture, Trade, and Consumer Protection and of Natural Resources accept natural attenuation as the final remedy for this site and grant case closure. Closure means that the Departments will not be requiring additional investigation or clean-up actions be taken, other than the reliance on natural attenuation.

The source of the groundwater and soil contamination originated on the "Former Alma Farmers Union Cooperative Ag Facility" site prior to prior to being obtained by Modena Grain Company, LLC. Modena Grain Company, LLC will not be held responsible for investigation or cleanup of this contamination as long as Modena Grain Company, LLC and their lessees comply with the requirements of section 292.13, Wisconsin Statutes, including allowing access to the property for environmental investigation or cleanup if access is required. For further information on the requirements of section 292.13, Wisconsin Statutes, you may call 1-800-367-6076 for calls originating in Wisconsin, or 608-264-6020 if you are calling from out of state or within the Madison area, to obtain a

copy of the Department of Natural Resources' publication #RR-589, Fact Sheet 10: Guidance for Dealing with Properties Affected by Off-Site Contamination.

The Departments of Agriculture, Trade, and Consumer Protection and of Natural Resources will not review my final closure request for at least 30 days after the date of this letter. As an affected property owner, Modena Grain Company, LLC has the right to contact the Department 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 Department of Natural Resources that is relevant to the closure request, you should mail that information to: Wisconsin Department of Agriculture, Trade and Consumer Protection, Trevor Bannister, 2811 Agriculture Drive, Madison, WI 53708-8911 for the nitrogen contamination

If this case is closed, all properties within the site boundaries where groundwater and soil contamination exceeds chapter NR 140 (Groundwater) and chapter NR 720 (Soil) Residual Contaminant Levels will be listed on the Department of Natural Resources' 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 and soil contamination above Chapter NR 140 & 720 Residual Contaminant Levels was found at the time that the case was closed. The GIS Registry is available to the general public on the Department of Natural Resources internet web site.

Should Modena Grain Company, LLC wish to construct or reconstruct a well in the area of contamination, 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 Digger's Hotline (800-242-8511) if your property is located outside of the service area of a municipally owned water system, or contact the Drinking Water program with the Department of Natural Resources if your property is located within the designated service area of a municipally owned water system, to determine if there is a need for special well construction standards.

Once the Department makes a decision on my closure request, it will be documented in a letter. If the Department 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: www.dnr.state.wi.us/org/at/et/geo/gwur A copy of the closure letter is included as part of the site file on the GIS Registry of Closed Remediation Sites.

If you need more information, you may contact me at 1300 South Main Street, Alma, WI 54610, (608) 248-2354; my environmental consultant at Cedar Corporation – Scott McCurdy, 604 Wilson Avenue, Menomonie, WI 54751, (715) 235-9081, or the Wisconsin Department of Agriculture, Trade and Consumer Protection, Trevor Bannister, 2811 Agriculture Drive, Madison, WI 53708-8911, (608) 224-4514.

Sincerely,

Alma Farmers Union Co-op


SOURCE
PROPERTY

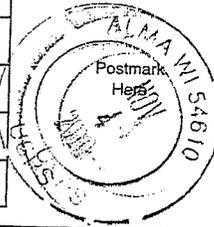
7006 2760 0005 3012 8177

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$ 44
Certified Fee	2.80
Return Receipt Fee (Endorsement Required)	2.30
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.54



Sent To Kevin Stamer
Street, Apt. No.,
or PO Box No.
City, State, ZIP+4 54755

PS Form 3800, August 2006 See Reverse for Instructions

October 28, 2010

Mr. Brent Lindstrom
Lindsonrath Farms LLC
S927 County Road J
Mondovi, WI 54755

SUBJECT: Notification of Existing Groundwater Contamination (Nitrogen) beneath the
Lindsonrath Farms, LLC Property near the Alma Farmers Union Cooperative
—
Modena Ag Facility

Dear Mr. Lindstrom,

Alma Farmers Union Cooperative has completed an environmental investigation and soil removal at the Alma Farmers Union Cooperative – Modena Ag Facility located at S905 CTH D & J, Modena, WI. In accordance with the conditions of case closure Wis. Admin. Code NR726, we are required to notify you that groundwater contamination exists beneath the Lindsonrath Farms, LLC property south and southwest of the fertilizer facility.

Groundwater contamination that appears to have originated on the property located at S905 CTH D & J, Modena, WI, has migrated south - southwesterly toward Tamarack Creek. The levels of nitrogen contamination in the groundwater beneath the property are above the State's Enforcement Standard (10 mg/L) found in Chapter NR 140, Wisconsin Administrative Code.

However, the environmental consultants who have investigated this contamination have informed us that the groundwater contamination will naturally degrade over time. We believe that allowing natural attenuation to complete the cleanup at this site will meet the requirements for case closure that are found in chapter NR 726, Wisconsin Administrative Code. We are going to request that the Departments of Agriculture, Trade, and Consumer Protection and of Natural Resources accept natural attenuation as the final remedy for this site and grant case closure. Closure means that the Departments will not be requiring additional investigation or clean-up actions be taken, other than the reliance on natural attenuation.

Since the source of the groundwater contamination is not on the Lindsonrath Farms, LLC property, Lindsonrath Farms, LLC will not be held responsible for investigation or cleanup of this contamination, as long as Lindsonrath Farms, LLC complies with the requirements of section 292.13, Wisconsin Statutes, including allowing access to the property for environmental investigation or cleanup if access is required. For further information on the requirements of section 292.13, Wisconsin Statutes, you may call 1-800-367-6076 for calls originating in Wisconsin, or 608-264-6020 if you are calling from out of state or within the Madison area, to obtain a copy of the Department of Natural Resources' publication #RR-589, Fact Sheet 10: Guidance for Dealing with Properties Affected by Off-Site Contamination.

The Departments of Agriculture, Trade, and Consumer Protection and of Natural Resources will not reviewing final cleanup request for at least 30 days after the date of this letter. As an

affected property owner, Lindsonrath Farms, LLC has the right to contact the Department 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 Department of Natural Resources that is relevant to the closure request, you should mail that information to: Wisconsin Department of Agriculture, Trade and Consumer Protection, Trevor Bannister, 2811 Agriculture Drive, Madison, WI 53708-8911 for the nitrogen contamination. If this case is closed, all properties within the site boundaries where groundwater contamination exceeds chapter NR 140 Enforcement Standards, Site Specific Contaminant goals will be listed on the Department of Natural Resources' GIS (geographic information system) Registry of Closed Remediation Sites. The information on the GIS Registry includes maps showing the location of properties in Wisconsin where groundwater contamination above Chapter NR 140 Contaminant Levels was found at the time that the case was closed. The GIS Registry is available to the general public on the Department of Natural Resources internet web site.

If the Lindsonrath Farms, LLC wishes to construct or reconstruct a well in the area of contamination, 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 this property in the future will first need to call the Digger's Hotline (800-242-8511) if this property is located outside of the service area of a municipally owned water system, or contact the Drinking Water program with the Department of Natural Resources if this property is located within the designated service area of a municipally owned water system, to determine if there is a need for special well construction standards.

Once the Department makes a decision on my closure request, it will be documented in a letter. If the Department grants closure, you may obtain a copy of this letter by requesting a copy from us, by writing to the agency address given above, or by accessing the DNR GIS Registry of Closed Remediation Sites on the internet at: <http://dnr.wi.gov/org/aw/rr/clean.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, you may contact me at 1300 South Main Street, Alma, WI 54610, (608) 248-2354; my environmental consultant at Cedar Corporation – Scott McCurdy, 604 Wilson Avenue, Menomonie, WI 54751, (715) 235-9081, or the Wisconsin Department of Agriculture, Trade and Consumer Protection, Trevor Bannister, 2811 Agriculture Drive, Madison, WI 53708-8911, (608) 224-4514.

Sincerely,

ALMA FARMERS UNION COOP

Ron Flury



EXHIBIT A

Part of the West Half of the Northeast Quarter, Section 23, Township 23 North, Range 12 West.

Beginning at the Northwest corner of the Northeast Quarter, thence East 80 rods, thence South 120 rods, more or less, to the center of the creek, thence up said creek in a Northwesterly direction 8 rods, thence due South 14 rods, thence in a straight line in a general Northwesterly direction to a point located 30 rods South of the Southwest corner of the Northwest Quarter of the Northeast Quarter, thence North on the quarter line to place of beginning, in Section 23, Township 23 North, Range 12 West.

EXCEPTING THEREFROM THE FOLLOWING PARCELS:

Exception One

Commencing at the Northwest corner of the NW¼ of NE¼ of Section 23, Township 23 North of Range 12 West; thence in an easterly direction along the North line of the said NW¼ of NE¼ a distance of 550 feet; thence in a Southerly direction parallel to the West line of the said NW¼ of NE¼ a distance of 550 feet; thence in a Westerly direction parallel to the North line of the said NW¼ of NE¼ a distance of 550 feet to the West line of the said NW¼ of NE¼.; thence in a Northerly direction along the West line of the said NW¼ of NE¼ a distance of 550 feet to the place of beginning.

Exception Two

Beginning at the NE corner of the NW¼ of NE¼ of Section 23, Township 23 North, Range 12, thence South 432½ feet, thence West 300 feet, thence North 432½ feet, thence East to the point of beginning.

OFF-SOURCE
A
PROPERTY

7006 2760 0005 3012 8160

U.S. Postal Service™	
CERTIFIED MAIL™ RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com ®	
OFFICIAL RECEIPT	
Postage	\$ 44
Certified Fee	2.80
Return Receipt Fee (Endorsement Required)	2.30
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.54

Sent To *Brent Lindstrom*

Street, Apt. No.,
or PO Box No.

City, State, ZIP+4 *54755*

PS Form 3800, August 2006 See Reverse for Instructions

