

GIS REGISTRY

Cover Sheet

March, 2010
(RR 5367)

Source Property Information

BRRTS #:

ACTIVITY NAME:

PROPERTY ADDRESS:

MUNICIPALITY:

PARCEL ID #:

CLOSURE DATE:

FID #:

DATCP #:

COMM #:

*WTM COORDINATES:

X: Y:

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

WTM COORDINATES REPRESENT:

- Approximate Center Of Contaminant Source
 Approximate Source Parcel Center

Please check as appropriate: (BRRTS Action Code)

Contaminated Media:

Groundwater Contamination > ES (236)

Contamination in ROW

Off-Source Contamination

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

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

Contamination in ROW

Off-Source Contamination

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

Land Use Controls:

N/A (Not Applicable)

Soil: maintain industrial zoning (220)

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

Structural Impediment (224)

Site Specific Condition (228)

Cover or Barrier (222)

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

Vapor Mitigation (226)

Maintain Liability Exemption (230)

*(note: local government unit or economic
development corporation was directed to
take a response action)*

Monitoring Wells:

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

Yes No N/A

** Residual Contaminant Level*

***Site Specific Residual Contaminant Level*

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

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

BRRTS #:

02-63-107717

PARCEL ID #:

62-286-1644-0002

ACTIVITY NAME:

Vernon Oil Coop Bulk Plant

WTM COORDINATES:

X: 448730 Y: 343366

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

Closure Letter

Maintenance Plan (if activity is closed with a land use limitation or condition (land use control) under s. 292.12, Wis. Stats.)

Conditional Closure Letter

Certificate of Completion (COC) for VPLE sites

SOURCE LEGAL DOCUMENTS

Deed: The most recent deed as well as legal descriptions, for the **Source Property** (where the contamination originated). Deeds for other, off-source (off-site) properties are located in the **Notification** section.

Note: If a property has been purchased with a land contract and the purchaser has not yet received a deed, a copy of the land contract which includes the legal description shall be submitted instead of the most recent deed. If the property has been inherited, written documentation of the property transfer should be submitted along with the most recent deed.

Certified Survey Map: A copy of the certified survey map or the relevant section of the recorded plat map for those properties where the legal description in the most recent deed refers to a certified survey map or a recorded plat map. (lots on subdivided or platted property (e.g. lot 2 of xyz subdivision)).

Figure #:

Title:

Signed Statement: A statement signed by the Responsible Party (RP), which states that he or she believes that the attached legal description accurately describes the correct contaminated property.

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

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

Location Map: A map outlining all properties within the contaminated site boundaries on a U.S.G.S. topographic map or plat map in sufficient detail to permit easy location of all parcels. If groundwater standards are exceeded, include the location of all potable wells within 1200 feet of the site.

Note: Due to security reasons municipal wells are not identified on GIS Packet maps. However, the locations of these municipal wells must be identified on Case Closure Request maps.

Figure #:

Title: **Site Location Map**

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 #: 5

Title: **Test Boring and Geoprobe Locations**

Soil Contamination Contour Map: For sites closing with residual soil contamination, this map is to show the location of all contaminated soil and a single contour showing the horizontal extent of each area of contiguous residual soil contamination that exceeds a Residual Contaminant Level (RCL) or a Site Specific Residual Contaminant Level (SSRCL) as determined under s. NR 720.09, 720.11 and 720.19.

Figure #: 3, 9

Title: **Soil Excavation Map, Soil PAH Contamination Distribution Map**

BRRTS #: 02-63-107717

ACTIVITY NAME: Vernon Oil Coop Bulk Plant

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 #: 6 Title: Geologic Cross-Section Plan View

Figure #: 10, 11 Title: Vertical Soil Benzene Distribution Cross-Section (A-A' and 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 #: Title:

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

Figure #: Title:

Figure #: Title:

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

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

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

Table #: 2, 3, 4 Title: Site Laboratory Results, PID Field Screening Results, Soil Boring Results

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

Table #: Title:

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

Table #: Title:

IMPROPERLY ABANDONED MONITORING WELLS

For each monitoring well not properly abandoned according to requirements of s. NR 141.25 include the following documents.
Note: If the site is being listed on the GIS Registry for only an improperly abandoned monitoring well you will only need to submit the documents in this section for the GIS Registry Packet.

Not Applicable

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

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

Figure #: Title:

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

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

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

BRRTS #: 02-63-107717

ACTIVITY NAME: Vernon Oil Coop Bulk Plant

NOTIFICATIONS

Source Property

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

Off-Source Property

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

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

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.

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BRRTS #:

ACTIVITY NAME:

ID	Off-Source Property Address	Parcel Number	WTM X	WTM Y
A	Unknown	62-286-1644-0004	448723	343351
B				
C				
D				
E				
F				
G				
H				
I				



ENVIRONMENTAL & REGULATORY SERVICES DIVISION
BUREAU OF PECFA
P.O. Box 8044
Madison, Wisconsin 53708-8044
TTY: Contact Through Relay
Fax: (608) 267-1381
Scott Walker, Governor
Paul F. Jadin, Secretary

April 14, 2011

Vickie Kumlin
Vernon Coop Oil Association
107 Railroad Ave
PO Box 26
Viroqua, WI 54665-0026

Joseph J Thesing
Vice President
Merchants Bank LaCrescent
316 Main St
LaCrescent MN 55947

RE: **Final Closure**

Commerce # 54665-0026-26-A DNR BRRTS # 02-63-107717
Vernon Oil Coop Bulk Plant, 107 Railroad Ave, Viroqua

The Wisconsin Department of Commerce (Commerce) has reviewed the request for case closure prepared by your consultant, Metco, for the site referenced above. Commerce has determined that this site does not pose a significant threat to human health or the environment. No further investigation or remedial action is necessary.

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

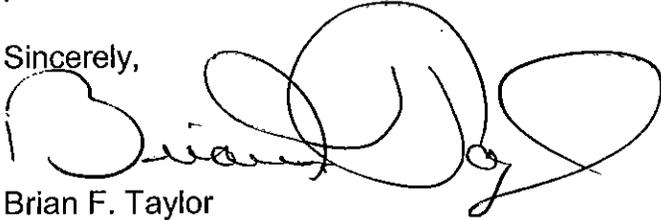
All current and future owners and occupants of the property need to be aware that excavation of contaminated soil may pose a hazard. Special precautions may be needed to prevent inhalation, ingestion or dermal contact with the residual contamination when it is removed. If soil is excavated, the property owner at the time of excavation must have the soil sampled and analyzed to determine if residual contamination remains. If sampling confirms that contamination is present, the property owner at the time of excavation must determine whether the material would be considered solid or hazardous waste and ensure that any storage, treatment or disposal is in compliance with applicable statutes and rules.

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

Timely filing of your final PECFA claim (if applicable) is encouraged. If your PECFA claim is not received within 120 days of the date of this letter, interest costs incurred after 60 days of the date of this letter will not be eligible for PECFA reimbursement.

Thank you for your efforts to protect Wisconsin's environment. If you have any questions, please contact me in writing at the letterhead address or by telephone at (608) 266-0593.

Sincerely,

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

Brian F. Taylor
Senior Hydrogeologist
Site Review Section

cc: Jason Powell, Metco

COMMERCIAL REAL ESTATE MORTGAGE

UNIQUE DOCUMENT NUMBER:

453321

453321
Recorded Vernon County, WI
Register of Deeds Office
KONNIG SPAETH, REGISTER

AFTER RECORDING RETURN TO:

Merchants Bank-LaCrescent
316 Main St
LaCrescent, MN 55947

07/29/2009
09:30 AM

PARCEL ID NUMBER: 62-286-1644-0002

Pd. 25.00

(Space Above This Line For Recording Data)

LOAN NUMBER: 46005967

This COMMERCIAL REAL ESTATE MORTGAGE ("Security Instrument") is made on July 27, 2009 between the mortgagor(s) VERNON COOPERATIVE PROPANE, a Wisconsin Corporation, whose address is 107 Railroad Ave, Viroqua, Wisconsin 54665 ("Mortgagor"), and Merchants Bank, National Association whose address is 316 Main St., La Crescent, Minnesota 55947 ("Lender"), which is organized and existing under the laws of United States of America. Mortgagor in consideration of loans extended by Lender up to a maximum principal amount of Four Hundred Fifty Thousand and 00/100 Dollars (\$450,000.00) ("Maximum Principal Indebtedness"), and for other valuable consideration, the receipt of which is acknowledged, hereby mortgages, grants and conveys to Lender, its successors and assigns, forever, with power of sale, the following described property located in the County of Vernon, State of Wisconsin:

Address: 107 Railroad Ave, Viroqua, Wisconsin 54665-1480

Legal Description: See Attached

Parcel ID/Sidwell Number: 62-286-1644-0002

THIS PARCEL IS NOT HOMESTEAD PROPERTY.

Together with all easements, appurtenances abutting streets and alleys, improvements, buildings, fixtures, tenements, hereditaments, equipment, rents, income, profits and royalties, personal goods of whatever description and all other rights and privileges including all minerals, oil, gas, water (whether groundwater, subterranean or otherwise), water rights (whether riparian, appropriate or otherwise, and whether or not appurtenant to the above-described real property), wells, well permits, ditches, ditch rights, reservoirs, reservoir rights, reservoir sites, storage rights, dams and water stock that may now, or at any time in the future, be located on and/or used in connection with the above-described real property, payment awards, amounts received from eminent domain, amounts received from any and all insurance payments, and timber which may now or later be located, situated, or affixed on and used in connection therewith (hereinafter called the "Property").

RELATED DOCUMENTS. The words "Related Documents" mean all promissory notes, security agreements, prior mortgages, prior deeds of trust, business loan agreements, construction loan agreements, resolutions, guaranties, environmental agreements, subordination agreements, assignments of leases and rents and any other documents or agreements executed in connection with this Security Instrument whether now or hereafter existing. The Related Documents are hereby made a part of this Security Instrument by reference thereto, with the same force and effect as if fully set forth herein.

INDEBTEDNESS. This Security Instrument secures the principal amount shown above as may be evidenced by a promissory note or notes of even, prior or subsequent date hereto, including future advances and every other indebtedness of any and every kind now or hereafter owing from Mortgagor to Lender, howsoever created or arising, whether primary, secondary or contingent, together with any interest or charges provided in or arising out of such indebtedness, as well as the agreements and covenants of this Security Instrument and all Related Documents (hereinafter all referred to as the "Indebtedness").

MATURITY DATE. The Indebtedness, if not paid earlier, shall be due and payable on July 23, 2019.

FUTURE ADVANCES. To the extent permitted by law, this Security Instrument will secure future advances as if such advances were made on the date of this Security Instrument regardless of the fact that from time to time there may be no balance due under the note and regardless of whether Lender is obligated to make such future advances.

CROSS COLLATERALIZATION. It is the expressed intent of Mortgagor to cross collateralize all of its Indebtedness and obligations to Lender, howsoever arising and whensoever incurred.

WARRANTIES. Mortgagor, for itself, its heirs, personal representatives, successors, and assigns, represents, warrants, covenants and agrees with Lender, its successors and assigns, as follows:

Performance of Obligations. Mortgagor promises to perform all terms, conditions, and covenants of this Security Instrument and Related Documents in accordance with the terms contained therein.

Defense and Title to Property. At the time of execution and delivery of this instrument, Mortgagor is lawfully seised of the estate hereby conveyed and has the exclusive right to mortgage, grant, convey and assign the Property. Mortgagor covenants that the Property is unencumbered and free of all liens, except for encumbrances of record acceptable to Lender. Further, Mortgagor covenants that Mortgagor will warrant and defend generally the title to the Property against any and all claims and demands whatsoever, subject to the easements, restrictions, or other encumbrances of record acceptable to Lender, as may be listed in the schedule of exceptions to coverage in any abstract of title or title insurance policy insuring Lender's interest in the Property.

Condition of Property. Mortgagor promises at all times to preserve and to maintain the Property and every part thereof in good repair, working order, and condition and will from time to time, make all needful and proper repairs so that the value of the Property shall not in any way be impaired.

Removal of any Part of the Property. Mortgagor promises not to remove any part of the Property from its present location, except for replacement, maintenance and relocation in the ordinary course of business.

Alterations to the Property. Mortgagor promises to abstain from the commission of any waste on the Property. Further, Mortgagor shall make no material alterations, additions or improvements of any type whatever to the Property, regardless of whether such alterations, additions or improvements would increase the value of the Property, nor permit anyone to do so except for tenant improvements and completion of items pursuant to approved plans and specifications, without Lender's prior written consent, which consent may be withheld by Lender in its sole discretion. Mortgagor will comply with all laws and regulations of all public authorities having jurisdiction over the premises relating to the use, occupancy and maintenance thereof and shall upon request promptly submit to Lender evidence of such compliance.

Due on Sale - Lender's Consent. Mortgagor shall not sell, further encumber or otherwise dispose of, except as herein provided, any or all of its interest in any part of or all of the Property without first obtaining the written consent of Lender. If any encumbrance, lien, transfer or sale or agreement for these is created, Lender may declare immediately due and payable, the entire balance of the Indebtedness.

Insurance. Mortgagor promises to keep the Property insured against such risks and in such form as may within the sole discretion of Lender be acceptable, causing Lender to be named as loss payee or if requested by Lender, as mortgagee. The insurance company shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. All insurance policies must provide that Lender will get a minimum of 10 days notice prior to cancellation. At Lender's discretion, Mortgagor may be required to produce receipts of paid premiums and renewal policies. If Mortgagor fails to obtain the required coverage, Lender may do so at Mortgagor's expense. Mortgagor hereby directs each and every insurer of the Property to make payment of loss to Lender with the proceeds to be applied, only at Lender's option, to the repair and replacement of the damage or loss or to be applied to the Indebtedness with the surplus, if any, to be paid by Lender to Mortgagor.

Payment of Taxes and Other Applicable Charges. Mortgagor promises to pay and to discharge liens, encumbrances, taxes, assessments, lease payments and any other charges relating to the Property when levied or assessed against Mortgagor or the Property.

Environmental Laws and Hazardous or Toxic Materials. Mortgagor and every tenant have been, are presently and shall continue to be in strict compliance with any applicable local, state and federal environmental laws and regulations. Further, neither Mortgagor nor any tenant shall manufacture, store, handle, discharge or dispose of hazardous or toxic materials as may be defined by any state or federal law on the Property, except to the extent the existence of such materials has been presently disclosed in writing to Lender. Mortgagor will immediately notify Lender in writing of any assertion or claim made by any party as to the possible violation of applicable state and federal environmental laws including the location of any hazardous or toxic materials on or about the Property. Mortgagor indemnifies and holds Lender harmless from any liability or expense of whatsoever nature incurred directly or indirectly as a result of Mortgagor's violation of applicable local, state and federal environmental laws and regulations or Mortgagor's involvement with hazardous or toxic materials.

Financial Information. Mortgagor agrees to supply Lender such financial and other information concerning its affairs and the status of any of its assets as Lender, from time to time, may reasonably request. Mortgagor further agrees to permit Lender to verify accounts as well as to inspect, copy and to examine the books, records and files of Mortgagor.

Lender's Right to Enter. Lender or Lender's agents shall have the right and access to inspect the Property at all reasonable times in order to attend to Lender's interests and ensure compliance with the terms of this Security Instrument. If the Property, or any part thereof, shall require inspection, repair or maintenance which Mortgagor has failed to provide, Lender, after reasonable notice, may enter upon the Property to effect such obligation; and the cost thereof shall be added to the Indebtedness and paid on Lender's demand by Mortgagor.

ASSIGNMENT OF LEASES AND RENTS. As additional security for the payment of the Indebtedness and the performance of the covenants contained herein, Mortgagor hereby assigns and transfers over to Lender all rents, income and profits ("Rents") under any present or future leases, subleases or licenses of the Property, including any guaranties, extensions, amendments or renewals thereof, from the use of the Property. So long as Mortgagor is not in default, Mortgagor may receive, collect and enjoy all Rents accruing from the Property, but not more than one month in advance of the due date. Lender may also require Mortgagor, tenant and any other user of the Property to make payments of Rents directly to Lender. However, by receiving any such payments, Lender is not, and shall not be considered, an agent for any party or entity. Any amounts collected may, at Lender's sole discretion, be applied to protect Lender's interest in the Property, including but not limited to the payment of taxes and insurance premiums and to the Indebtedness. At Lender's sole discretion, all leases, subleases and licenses must first be approved by Lender.

CONDEMNATION. Mortgagor shall give Lender notice of any action taken or threatened to be taken by private or public entities to appropriate the Property or any part thereof, through condemnation, eminent domain or any other action. Further, Lender shall be permitted to participate or intervene in any of the above described proceedings in any manner it shall at its sole discretion determine. Lender is hereby given full power, right and authority to receive and receipt for any and all damages awarded as a result of the full or partial taking or appropriation and in its sole discretion, to apply said awards to the Indebtedness, whether or not then due or otherwise in accordance with applicable law. Unless Lender otherwise agrees in writing, any application of proceeds to the Indebtedness shall not extend or postpone the due date of the payments due under the Indebtedness or change the amount of such payments.

MORTGAGOR'S ASSURANCES. At any time, upon a request of Lender, Mortgagor will execute and deliver to Lender, and if appropriate, cause to be recorded, such further mortgages, assignments, assignments of leases and rents, security agreements, pledges, financing statements, or such other document as Lender may require, in

Lender's sole discretion, to effectuate, complete and to perfect as well as to continue to preserve the Indebtedness, or the lien or security interest created by this Security Instrument.

ATTORNEY-IN-FACT. Mortgagor appoints Lender as attorney-in-fact on behalf of Mortgagor. If Mortgagor fails to fulfill any of Mortgagor's obligations under this Security Instrument or any Related Documents, including those obligations mentioned in the preceding paragraph, Lender as attorney-in-fact may fulfill the obligations without notice to Mortgagor. This power of attorney shall not be affected by the disability of the Mortgagor.

EVENTS OF DEFAULT. The following events shall constitute default under this Security Instrument (each an "Event of Default"):

- (a) Failure to make required payments when due under Indebtedness;
- (b) Failure to perform or keep any of the covenants of this Security Instrument or a default under any of the Related Documents;
- (c) The making of any oral or written statement or assertion to Lender that is false or misleading in any material respect by Mortgagor or any person obligated on the Indebtedness;
- (d) The death, dissolution, insolvency, bankruptcy or receivership proceeding of Mortgagor or of any person or entity obligated on the Indebtedness;
- (e) Any assignment by Mortgagor for the benefit of Mortgagor's creditors;
- (f) A material adverse change occurs in the financial condition, ownership or management of Mortgagor or any person obligated on the Indebtedness; or
- (g) Lender deems itself insecure for any reason whatsoever.

REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default, Lender may, without demand or notice, pay any or all taxes, assessments, premiums, and liens required to be paid by Mortgagor, effect any insurance provided for herein, make such repairs, cause the abstracts of title or title insurance policy and tax histories of the Property to be certified to date, or procure new abstracts of title or title insurance and tax histories in case none were furnished to it, and procure title reports covering the Property, including surveys. The amounts paid for any such purposes will be added to the Indebtedness and will bear interest at the rate of interest otherwise accruing on the Indebtedness until paid. In the event of foreclosure, the abstracts of title or title insurance shall become the property of Lender. All abstracts of title, title insurance, tax histories, surveys, and other documents pertaining to the Indebtedness will remain in Lender's possession until the Indebtedness is paid in full.

IN THE EVENT OF THE SALE OF THIS PROPERTY UNDER THE PROCEDURE FOR FORECLOSURE OF A SECURITY INSTRUMENT BY ADVERTISEMENT, AS PROVIDED BY APPLICABLE LAW, OR IN THE EVENT LENDER EXERCISES ITS RIGHTS UNDER THE ASSIGNMENT OF LEASES AND RENTS, THE MORTGAGOR HEREBY WAIVES ANY RIGHT TO ANY NOTICE OTHER THAN THAT PROVIDED FOR SPECIFICALLY BY STATUTE, OR TO ANY JUDICIAL HEARING PRIOR TO SUCH SALE OR OTHER EXERCISE OF RIGHTS.

Upon the occurrence of an Event of Default, Lender may, without notice unless required by law, and at its option, declare the entire Indebtedness due and payable, as it may elect, regardless of the date or dates of maturity thereof and, if permitted by state law, is authorized and empowered to cause the Property to be sold at public auction, and to execute and deliver to the purchaser or purchasers at such sale any deeds of conveyance good and sufficient at law, pursuant to the statute in such case made and provided, and out of the proceeds of the sale to retain the sums then due hereunder and all costs and charges of the sale, including attorneys' fees, rendering any surplus to the party or parties entitled to it. If Lender chooses to invoke the power of sale, Lender or Trustee will provide notice of sale pursuant to applicable law. Any such sale or a sale made pursuant to a judgment or a decree for the foreclosure hereof may, at the option of Lender, be made en masse. The commencement of proceedings to foreclose this Security Instrument in any manner authorized by law shall be deemed as exercise of the above option.

Upon the occurrence of an Event of Default, Lender shall immediately be entitled to make application for and obtain the appointment of a receiver for the Property and of the earnings, income, issue and profits of it, with the powers as the court making the appointments confers. Mortgagor hereby irrevocably consents to such appointment and waives notice of any application therefor.

REDEMPTION. If: (a) the Property is 20 acres or less in size, is a one-to-four family residence that is owner-occupied at the commencement of an action to foreclose this Security Instrument, a farm, a church or owned by a tax exempt charitable organization; (b) Lender in an action to foreclose this Security Instrument waives all rights to a judgment for deficiency; and (c) Lender consents to Mortgagor remaining in possession of the Property, then Mortgagor agrees the sale of the Property may be 6 months from the date the judgment is entered in accordance with the provisions of Section 846.101 Wis. Stats., as the same may from time to time be amended or renumbered. If only conditions (b) and (c) are met, then Mortgagor agrees the sale of the Property may be 3 months from the date the judgment is entered in accordance with the provisions of Section 846.103 Wis.Stats., as the same may from time to time be amended or renumbered. In any event, if the Property has been abandoned, then the sale of the Property may be 2 months from the date the judgment is entered in accordance with the provisions of Section 846.102 Wis. Stats., as the same may from time to time be amended or renumbered.

NO WAIVER. No delay or failure of Lender to exercise any right, remedy, power or privilege hereunder shall affect that right, remedy, power or privilege nor shall any single or partial exercise thereof preclude the exercise of any right, remedy, power or privilege. No Lender delay or failure to demand strict adherence to the terms of this Security Instrument shall be deemed to constitute a course of conduct inconsistent with Lender's right at any time, before or after an event of default, to demand strict adherence to the terms of this Security Instrument and the Related Documents.

JOINT AND SEVERAL LIABILITY. If this Security Instrument should be signed by more than one person, all persons executing this Security Instrument agree that they shall be jointly and severally bound, where permitted by law.

SURVIVAL. Lender's rights in this Security Instrument will continue in its successors and assigns. This Security Instrument is binding on all heirs, executors, administrators, assigns and successors of Mortgagor.

NOTICES AND WAIVER OF NOTICE. Unless otherwise required by applicable law, any notice or demand given by Lender to any party is considered effective when it is deposited in the United States Mail with the appropriate postage, mailed to the address of the party given at the beginning of this Security Instrument unless an alternative address has been provided to Lender in writing. To the extent permitted by law, Mortgagor waives notice of Lender's acceptance of this Security Instrument, defenses based on suretyship, any defense arising from any election by Lender under the United States Bankruptcy Code, Uniform Commercial Code, as enacted in the state where Lender is located or other applicable law or in equity, demand, notice of acceleration, notice of nonpayment, presentment, protest, notice of dishonor and any other notice.

TO THE EXTENT PERMITTED BY LAW, MORTGAGOR WAIVES ANY RIGHT TO NOTICE, OTHER THAN THE NOTICE PROVIDED ABOVE, AND WAIVES ANY RIGHT TO ANY HEARING, JUDICIAL OR OTHERWISE, PRIOR TO LENDER EXERCISING ITS RIGHTS UNDER THIS SECURITY INSTRUMENT.

WAIVER OF APPRAISEMENT RIGHTS. Mortgagor waives all appraisal rights relating to the Property to the extent permitted by law.

LENDER'S EXPENSES. Mortgagor agrees to pay all expenses incurred by Lender in connection with enforcement of its rights under the Indebtedness, this Security Instrument or in the event Lender is made party to any litigation because of the existence of the Indebtedness or this Security Instrument, as well as court costs, collection charges and reasonable attorneys' fees and disbursements.

ASSIGNABILITY. Lender may assign or otherwise transfer this Security Instrument or any of Lender's rights under this Security Instrument without notice to Mortgagor. Mortgagor may not assign this Security Instrument or any part of the Security Instrument without the express written consent of Lender.

GOVERNING LAW AND JURISDICTION. This Security Instrument will be governed by the laws of the State of Wisconsin.

SEVERABILITY. If a court of competent jurisdiction determines any term or provision of this Security Instrument is invalid or prohibited by applicable law, that term or provision will be ineffective to the extent required. Any term or provision that has been determined to be invalid or prohibited will be severed from the rest of the Security Instrument without invalidating the remainder of either the affected provision or this Security Instrument.

WAIVER OF JURY TRIAL. All parties to this Security Instrument hereby knowingly and voluntarily waive, to the fullest extent permitted by law, any right to trial by jury of any dispute, whether in contract, tort, or otherwise, arising out of, in connection with, related to, or incidental to the relationship established between them in this Security Instrument or any other instrument, document or agreement executed or delivered in connection with this Security Instrument or the related transactions.

ORAL AGREEMENTS DISCLAIMER. This Security Instrument represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

By signing this Security Instrument, each Mortgagor acknowledges that all provisions have been read and understood. Signed and sealed by Mortgagor(s):

VERNON COOPERATIVE PROPANE

[Handwritten Signature] President 7-27-09 *[Handwritten Signature]* Treasurer 7-27-09

By: Daniel Hendrickson Date
Its: President

By: Gordon Doch Date
Its: Treasurer

Witnessed by:

Name: Date

Name: Date

453321

Lot 1 of Certified Survey Map recorded May 27, 1986 in Volume 1 of Certified Survey Maps, page 187 as Document No. 304837, being a part of the SE 1/4 of the NW 1/4 and the NE 1/4 of the SW 1/4 of Section 32, Township 13 North, Range 4 West, City of Viroqua, Vernon County, Wisconsin.

EXCEPT THE FOLLOWING DESCRIBED PARCEL:

Part of Lot 1, Volume 1 of Certified Survey Maps, page 187 described as follows: Commencing at the West 1/4 corner of Section 32, Township 13 North, Range 4 West; thence South 88 degrees 47 minutes 29 seconds East 1571.56 feet; thence continuing South 88 degrees 47 minutes 29 seconds East 314.06 feet to the point of beginning of this EXCEPTION: thence South 1 degree 12 minutes 31 seconds West 40 feet; thence North 88 degrees 47 minutes 29 seconds West 82 feet; thence North 1 degree 12 minutes 31 seconds East 40 feet; thence South 88 degrees 47 minutes 29 seconds East 82 feet to the point of beginning of this EXCEPTION.

(Tax Parcel No. 62-286-1644-0002)

CERTIFIED SURVEY MAP

STATE OF WISCONSIN)
COUNTY OF VERNON) S.S.

LOCATED IN PART OF THE SE 1/4 OF THE NW 1/4 AND THE
NE 1/4 OF THE SW 1/4 OF SECTION 32, T 13 N, R 4 W,
CITY OF VIROQUA, VERNON COUNTY, WISCONSIN.

SURVEYORS CERTIFICATE:

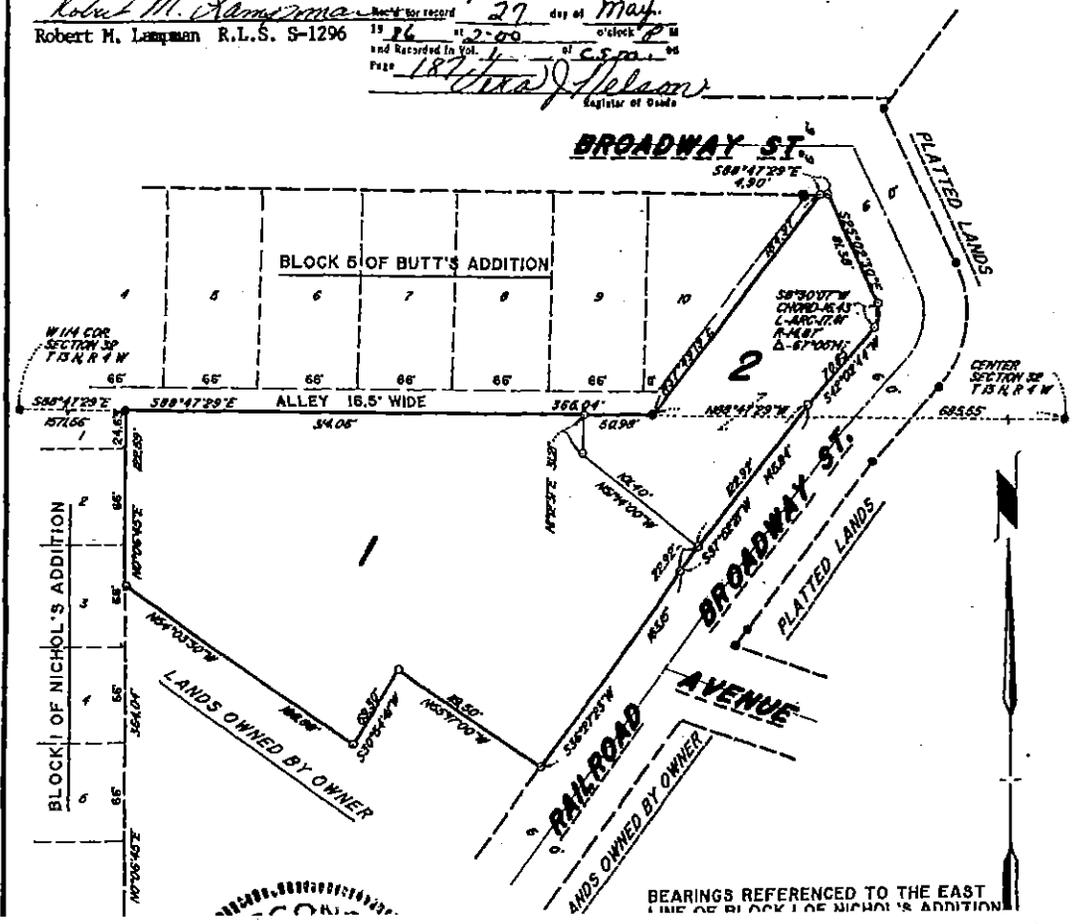
I, Robert M. Lampman, Registered Land Surveyor, do hereby certify that in full compliance with the provisions of Chapter 236 of the Wisconsin Statutes concerning Certified Survey Maps, I have surveyed and mapped this Certified Survey Map under my responsible direction and supervision; that such Certified Survey Map correctly represents all exterior boundaries and that this land is located in part of the SE 1/4 of the NW 1/4 and the NE 1/4 of the SW 1/4 of Section 32, Town 13 North, Range 4 West, City of Viroqua, Vernon County, Wisconsin, to-wit:

Commencing at the West one-quarter corner of said Section 32; thence $368^{\circ}47'29''E$, 1571.56 feet to the point of beginning; thence continuing $S88^{\circ}47'29''E$, 365.04 feet; thence $N37^{\circ}49'19''E$, 184.97 feet; thence $S88^{\circ}47'29''E$, 4.90 feet; thence $S25^{\circ}02'30''E$, 81.38 feet to a point of curve; thence along said curve to the right having a radius of 14.87 feet and a chord that bears $S8^{\circ}30'07''W$, 16.43 feet to a point of tangency; thence $S42^{\circ}02'44''W$, 70.85 feet; thence $S37^{\circ}52'21''W$, 145.84 feet; thence $S36^{\circ}27'23''W$, 163.15 feet; thence $N55^{\circ}17'00''W$, 119.50 feet; thence $S30^{\circ}54'41''W$, 59.30 feet; thence $N54^{\circ}03'30''W$, 188.88 feet; thence $N0^{\circ}06'45''E$, 122.59 feet to the point of beginning.

Register's Office
Vernon Co. Wis.

Robert M. Lampman
Robert M. Lampman R.L.S. S-1296

Rec'd for record 27 day of May
1926 at 2:00 o'clock P.M.
and Recorded in Vol. 187 of C.S.M. 187
Page 187
Thos. J. Nelson
Register of Deeds



WDNR BRRTS Case #: 02-63-107717

WDNR Site Name: Vernon 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.

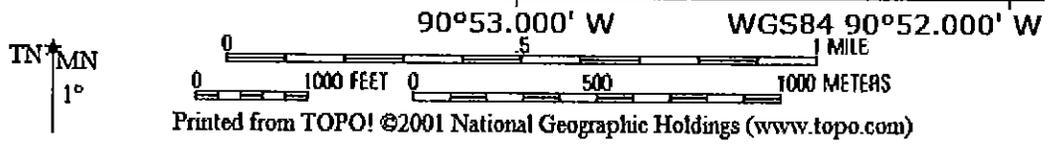
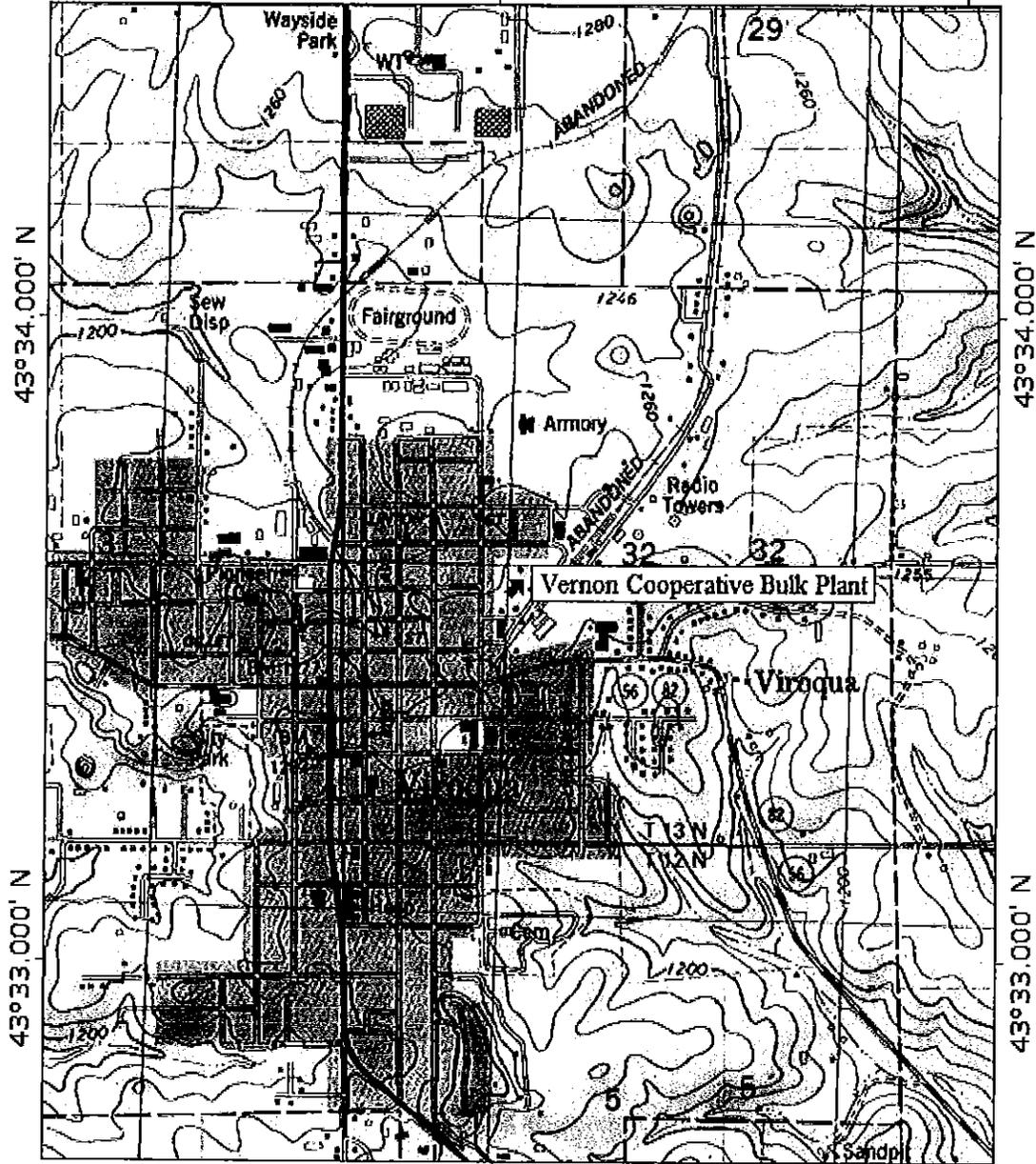
To the best of my knowledge the legal descriptions provided and attached to this statement are complete and accurate.

Responsible Party:

Vickie Kumlin / GENERAL MANAGER
(print name/title)

Vickie Kumlin 11-13-09
(signature) (date)

TOPO! map printed on 01/28/10 from "wisconsin.tpo" and "Untitled.tpg"
90°53.000' W WGS84 90°52.000' W



SITE LOCATION MAP – CONTOUR INTERVAL 20 FEET
VERNON COOPERATIVE BULK PLANT – VIROQUA, WI
SEAMLESS USGS TOPOGRAPHIC MAPS ON CD-ROM

SITE LAYOUT MAP

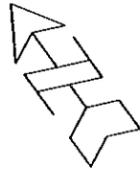
VERNON OIL BULK PLANT



1421 State Road 16
La Crosse, WI 54601
Tel: (608) 781-8879
Fax: (608) 781-8853

VIROQUA,
WISCONSIN

DRAWN BY: JP
DATE: 4/1/10



SCALE:
1 INCH = 30 FEET
0 FT 30 FT

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

⊕ TEST BORING LOCATION (FLUID MANAGEMENT/ENVIROGEN)

• GEOPROBE BORING LOCATION (FLUID MANAGEMENT/ENVIROGEN)

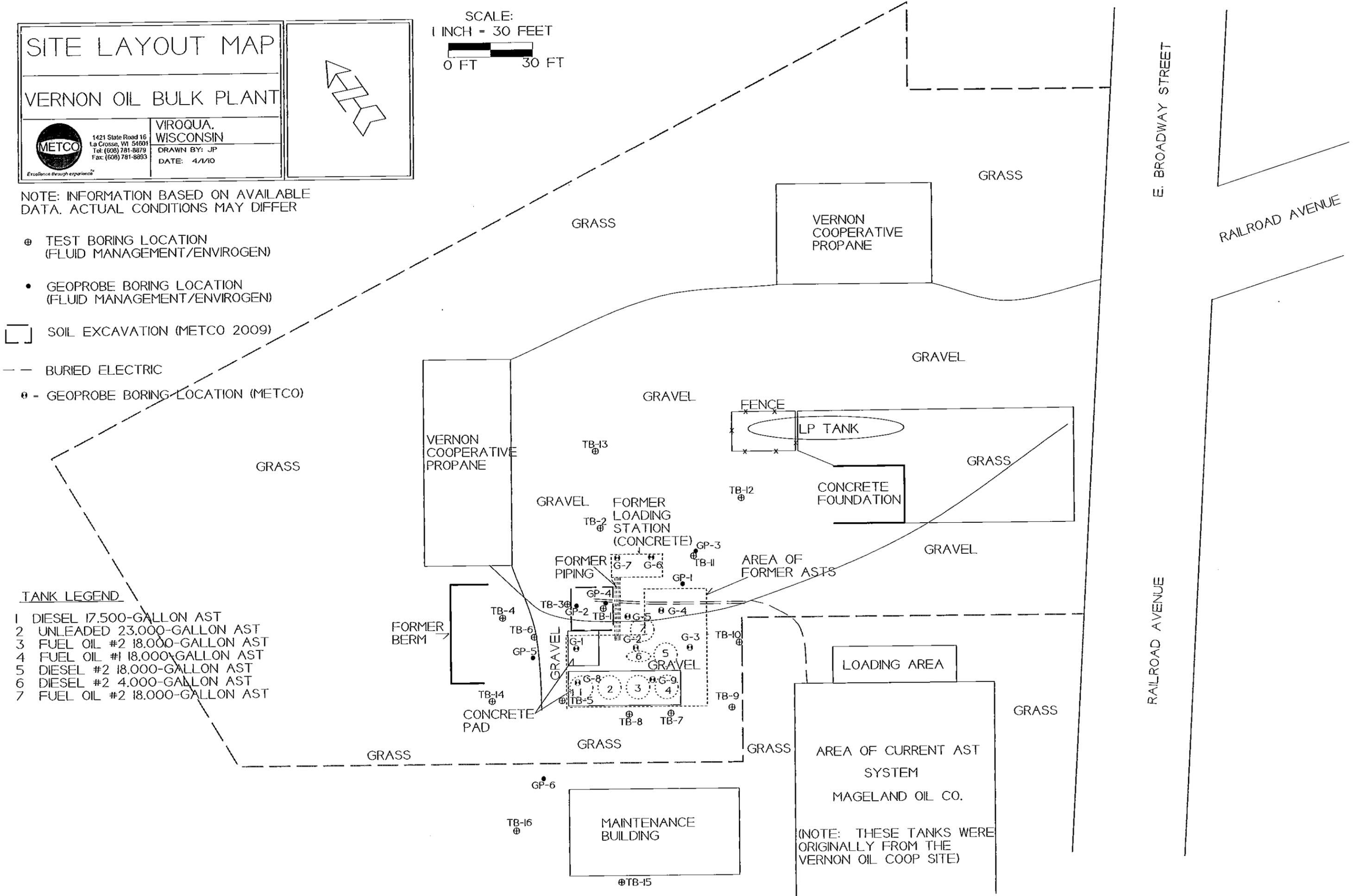
□ SOIL EXCAVATION (METCO 2009)

- - - BURIED ELECTRIC

⊕ = GEOPROBE BORING LOCATION (METCO)

TANK LEGEND

- 1 DIESEL 17,500-GALLON AST
- 2 UNLEADED 23,000-GALLON AST
- 3 FUEL OIL #2 18,000-GALLON AST
- 4 FUEL OIL #1 18,000-GALLON AST
- 5 DIESEL #2 18,000-GALLON AST
- 6 DIESEL #2 4,000-GALLON AST
- 7 FUEL OIL #2 18,000-GALLON AST



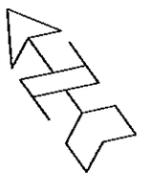
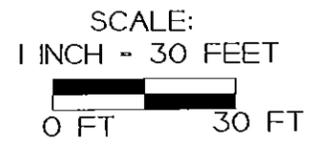
(NOTE: THESE TANKS WERE ORIGINALLY FROM THE VERNON OIL COOP SITE)

SOIL PLUME MAP
(10/11/2010)

VERNON OIL BULK PLANT

METCO
1421 State Road 16
La Crosse, WI 54601
Tel: (608) 781-8819
Fax: (608) 781-8893
Excellence through experience™

VIROQUA, WISCONSIN
DRAWN BY: JP
DATE: 4/1/10



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

- ⊕ TEST BORING LOCATION (FLUID MANAGEMENT/ENVIROGEN)
- GEOPROBE BORING LOCATION (FLUID MANAGEMENT/ENVIROGEN)
- SOIL EXCAVATION (METCO 2009)
- - - BURIED ELECTRIC
- ⊕ = GEOPROBE BORING LOCATION (METCO)
- X = EXCAVATION SAMPLE LOCATION (METCO)

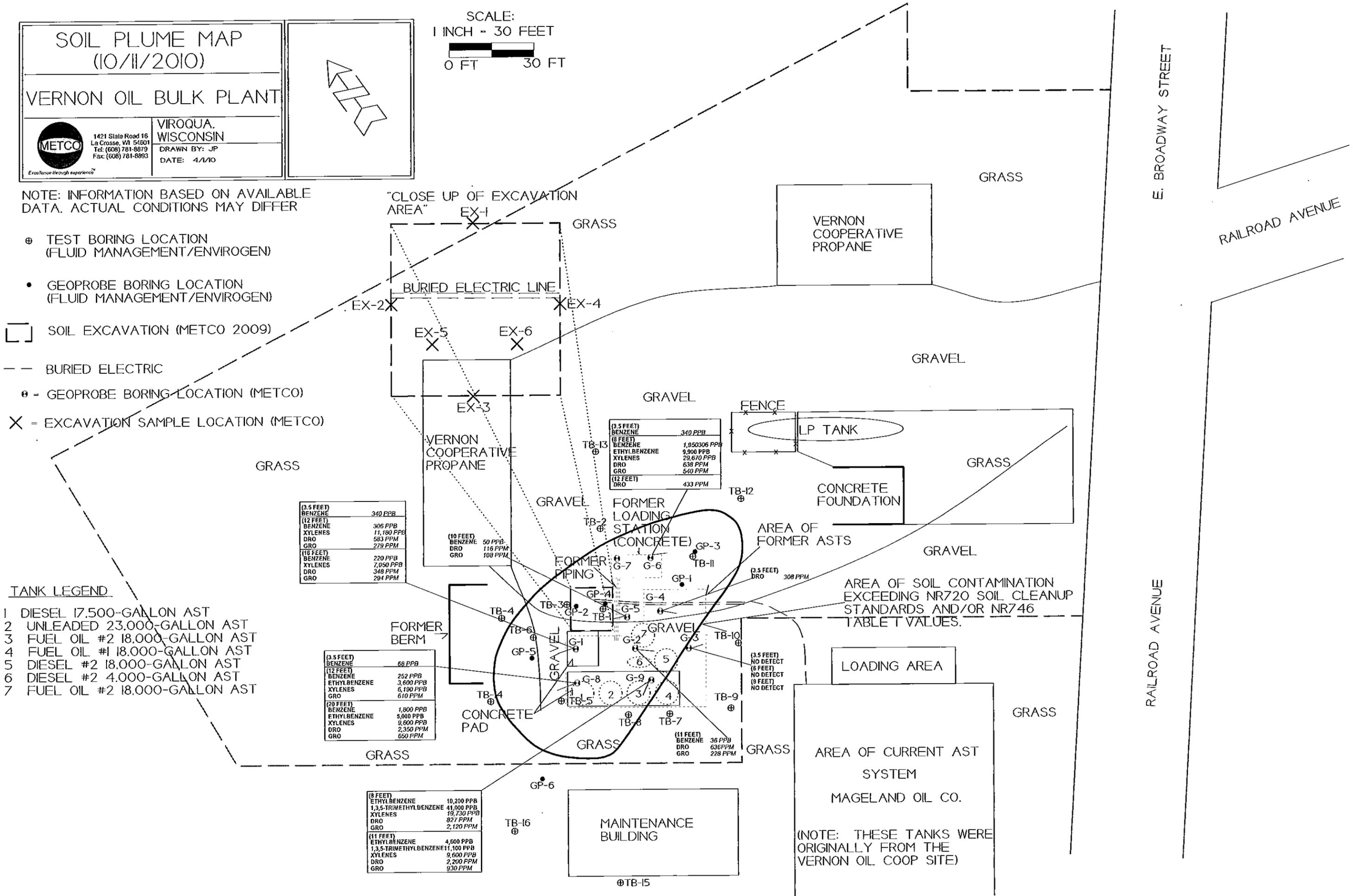
- TANK LEGEND**
- 1 DIESEL 17,500-GALLON AST
 - 2 UNLEADED 23,000-GALLON AST
 - 3 FUEL OIL #2 18,000-GALLON AST
 - 4 FUEL OIL #1 18,000-GALLON AST
 - 5 DIESEL #2 18,000-GALLON AST
 - 6 DIESEL #2 4,000-GALLON AST
 - 7 FUEL OIL #2 18,000-GALLON AST

(3.5 FEET) BENZENE	340 PPB
(12 FEET) BENZENE	306 PPB
XYLENES	11,180 PPB
DRO	583 PPM
GRO	279 PPM
(16 FEET) BENZENE	220 PPB
XYLENES	7,050 PPB
DRO	348 PPM
GRO	294 PPM

(3.5 FEET) BENZENE	68 PPB
(12 FEET) BENZENE	252 PPB
ETHYLBENZENE	3,600 PPB
XYLENES	6,190 PPB
GRO	610 PPM
(20 FEET) BENZENE	1,800 PPB
ETHYLBENZENE	5,000 PPB
XYLENES	9,600 PPB
DRO	2,350 PPM
GRO	650 PPM

(8 FEET) ETHYLBENZENE	10,200 PPB
1,3,5-TRIMETHYLBENZENE	41,000 PPB
XYLENES	19,730 PPB
DRO	827 PPM
GRO	2,120 PPM
(11 FEET) ETHYLBENZENE	4,600 PPB
1,3,5-TRIMETHYLBENZENE	11,100 PPB
XYLENES	9,600 PPB
DRO	2,200 PPM
GRO	930 PPM

(3.5 FEET) BENZENE	340 PPB
(8 FEET) BENZENE	1,950 PPB
ETHYLBENZENE	9,900 PPB
XYLENES	29,670 PPB
DRO	638 PPM
GRO	540 PPM
(12 FEET) DRO	433 PPM



AREA OF SOIL CONTAMINATION EXCEEDING NR720 SOIL CLEANUP STANDARDS AND/OR NR746 TABLET VALUES.

AREA OF CURRENT AST SYSTEM
MAGELAND OIL CO.
(NOTE: THESE TANKS WERE ORIGINALLY FROM THE VERNON OIL COOP SITE)

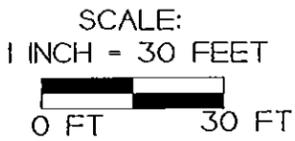
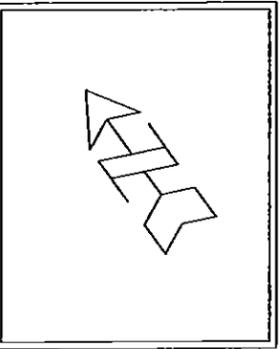
CROSS SECTION MAP

VERNON OIL BULK PLANT



1421 State Road 16
La Crosse, WI 54601
Tel: (608) 781-8879
Fax: (608) 781-8893

VIROQUA, WISCONSIN
DRAWN BY: JP
DATE: 4/1/10



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

- ⊕ TEST BORING LOCATION (FLUID MANAGEMENT/ENVIROGEN)
- GEOPROBE BORING LOCATION (FLUID MANAGEMENT/ENVIROGEN)
- ▭ SOIL EXCAVATION (METCO 2009)
- - - BURIED ELECTRIC
- ⊕ = GEOPROBE BORING LOCATION (METCO)

TANK LEGEND

- 1 DIESEL 17,500-GALLON AST
- 2 UNLEADED 23,000-GALLON AST
- 3 FUEL OIL #2 18,000-GALLON AST
- 4 FUEL OIL #1 18,000-GALLON AST
- 5 DIESEL #2 18,000-GALLON AST
- 6 DIESEL #2 4,000-GALLON AST
- 7 FUEL OIL #2 18,000-GALLON AST

(3.5 FEET)	BENZENE	340 PPB
(12 FEET)	BENZENE	306 PPB
	XYLENES	11,100 PPM
	DRO	583 PPM
	GRO	279 PPM
(16 FEET)	BENZENE	220 PPB
	XYLENES	7,050 PPM
	DRO	348 PPM
	GRO	294 PPM

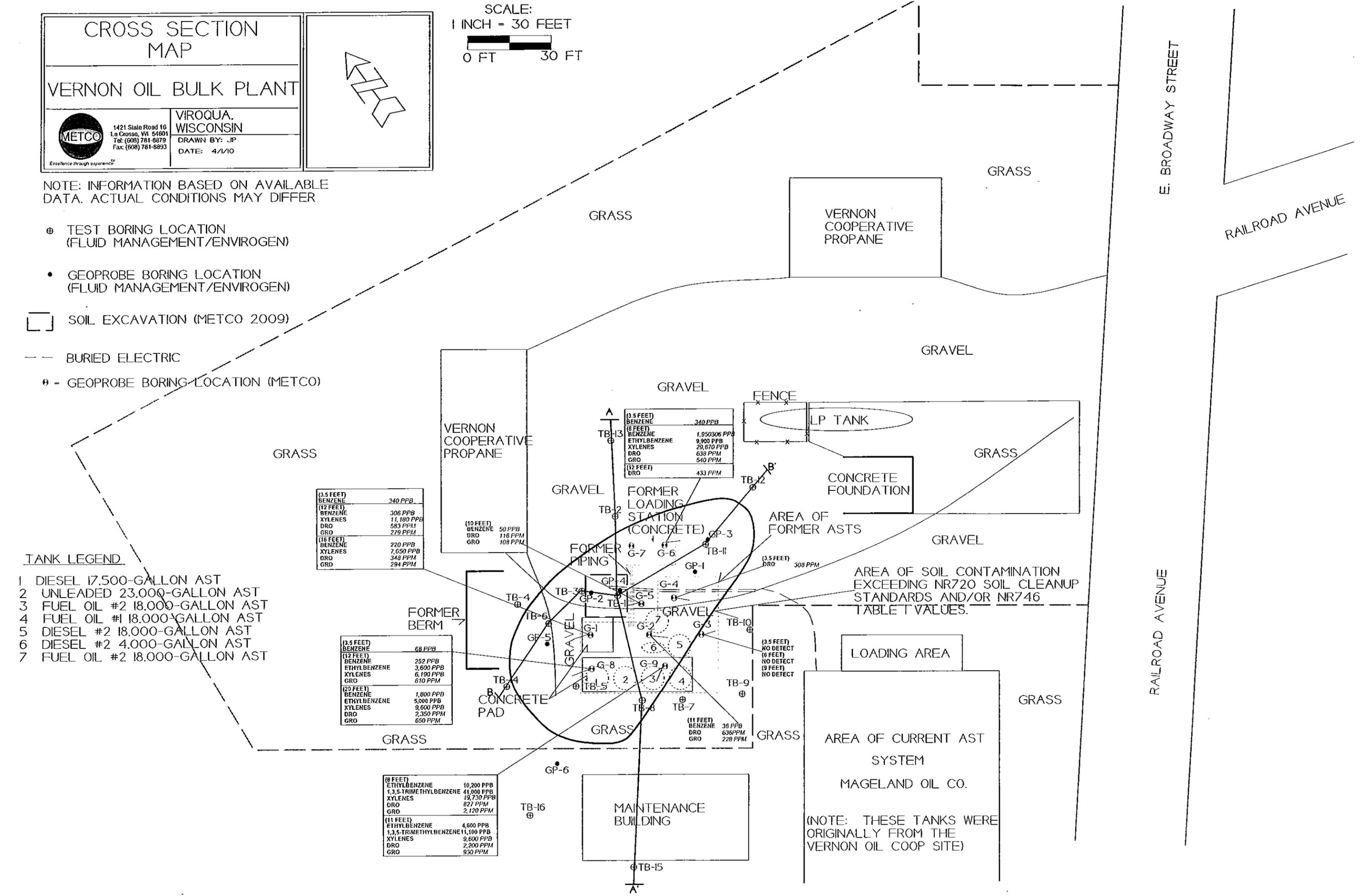
(3.5 FEET)	BENZENE	68 PPB
(12 FEET)	BENZENE	252 PPB
	ETHYLBENZENE	3,600 PPB
	XYLENES	6,190 PPB
	GRO	610 PPM
(20 FEET)	BENZENE	1,800 PPB
	ETHYLBENZENE	5,000 PPB
	XYLENES	9,600 PPB
	DRO	2,350 PPM
	GRO	650 PPM

(8 FEET)	ETHYLBENZENE	10,200 PPB
	1,3,5-TRIMETHYLBENZENE	41,000 PPB
	XYLENES	19,730 PPB
	DRO	827 PPM
	GRO	2,120 PPM
(11 FEET)	ETHYLBENZENE	4,600 PPB
	1,3,5-TRIMETHYLBENZENE	11,100 PPB
	XYLENES	9,600 PPB
	DRO	2,200 PPM
	GRO	930 PPM

(3.5 FEET)	BENZENE	340 PPB
(8 FEET)	BENZENE	1,950,306 PPB
	ETHYLBENZENE	9,900 PPB
	XYLENES	29,670 PPB
	DRO	630 PPM
	GRO	540 PPM
(12 FEET)	DRO	433 PPM

(3.5 FEET)	NO DETECT
(6 FEET)	NO DETECT
(9 FEET)	NO DETECT
(9 FEET)	NO DETECT

(11 FEET)	BENZENE	36 PPB
	DRO	636 PPM
	GRO	228 PPM



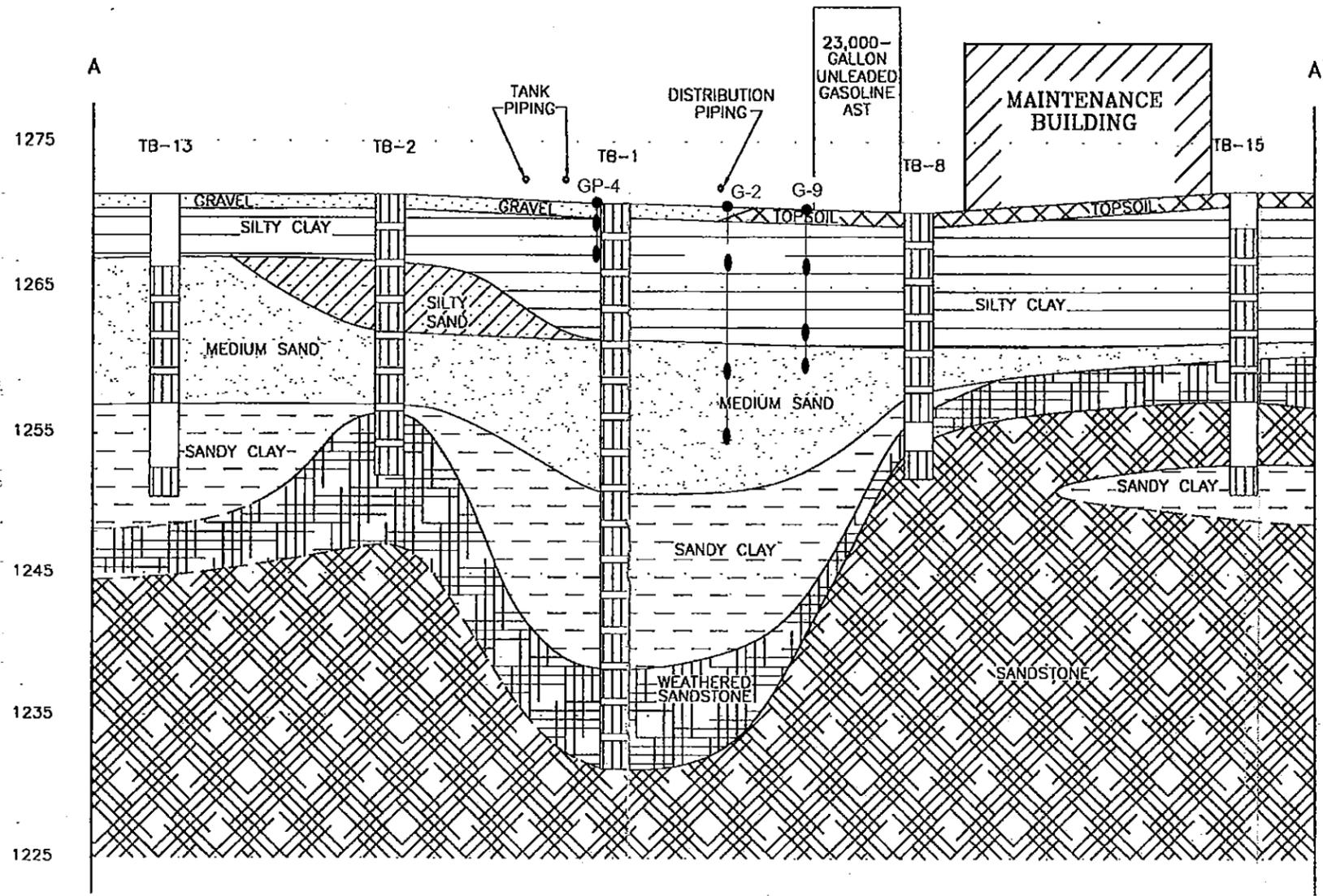
E. BROADWAY STREET

RAILROAD AVENUE

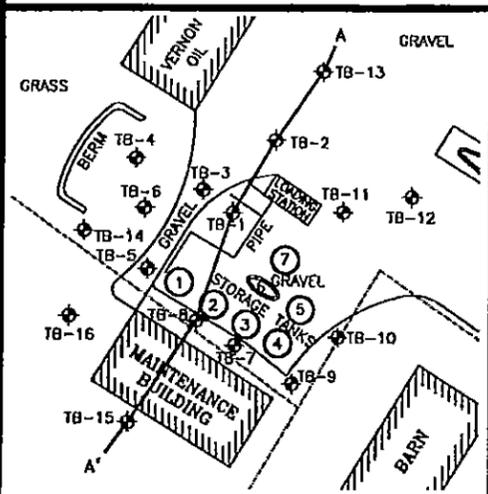
RAILROAD AVENUE

(NOTE: THESE TANKS WERE ORIGINALLY FROM THE VERNON OIL COOP SITE)

DRAWING NO. 96.475R7
 DRAWN BY: RRT
 CHECKED BY: SJW
 3/21/98
 APPROVED BY: JWA 3-31-98



PLAN VIEW



LEGEND

- SAMPLE INTERVAL
- GEOPROBE BORING LOCATION
- SOIL SAMPLE LOCATION

MODIFIED BY METCO, AN, 4/6/2011



SCALE:

HORIZONTAL: 1" = 20'
VERTICAL: 1" = 10'

Geologic Cross-Section A-A'
Vernon Cooperative
Bulk Plant Site
Viroqua, Wisconsin

FIGURE NO.

7

THE INTERPRETATIONS IN THIS FIGURE ARE BASED ON KNOWN POINTS IN TIME AND SPACE AND ARE INTEGRAL TO A WRITTEN REPORT AND SHOULD BE REVIEWED IN THAT CONTEXT.

3-31-98

APPROVED BY: JVA

3/31/99

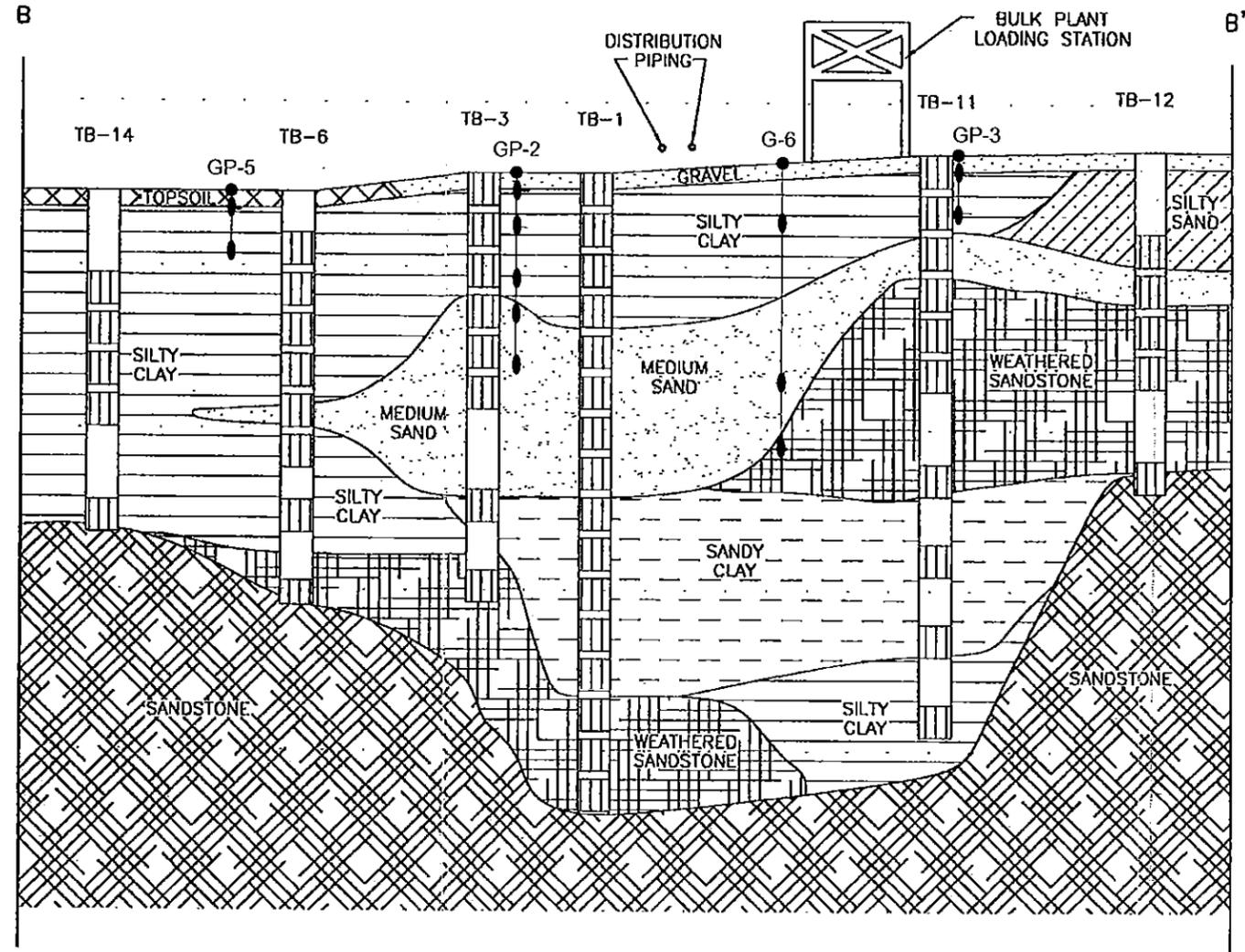
CHECKED BY: STJ

2/13/98

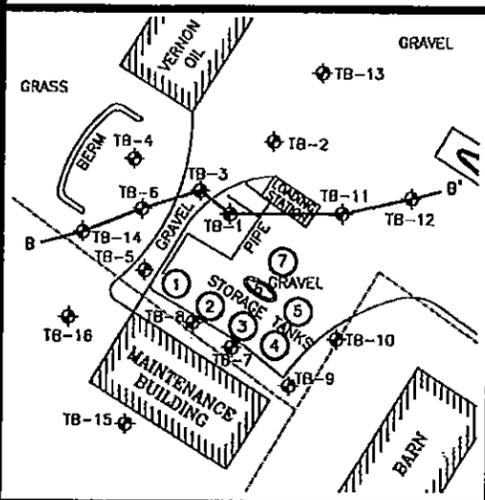
RRT

DRAWN BY:

DRAWING NO. 96.475R8



PLAN VIEW



LEGEND

- SAMPLE INTERVAL
- GEOPROBE BORING LOCATION
- SOIL SAMPLE LOCATION

MODIFIED BY METCO, AN, 4/6/2011



SCALE:

HORIZONTAL: 1" = 20'

VERTICAL: 1" = 10'

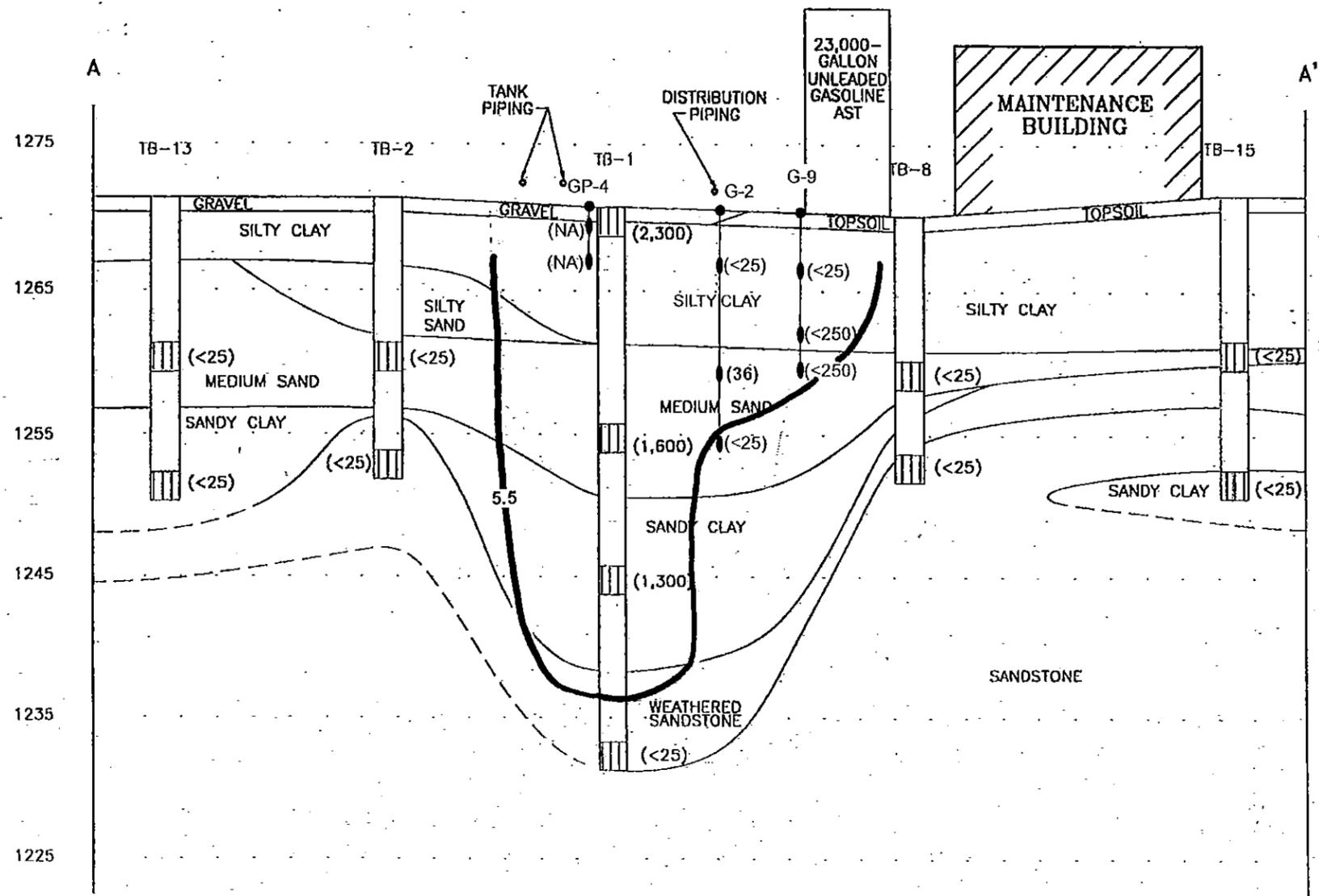
Geologic Cross-Section B-B'
Vernon Cooperative
Bulk Plant Site
Viroqua, Wisconsin

FIGURE NO.

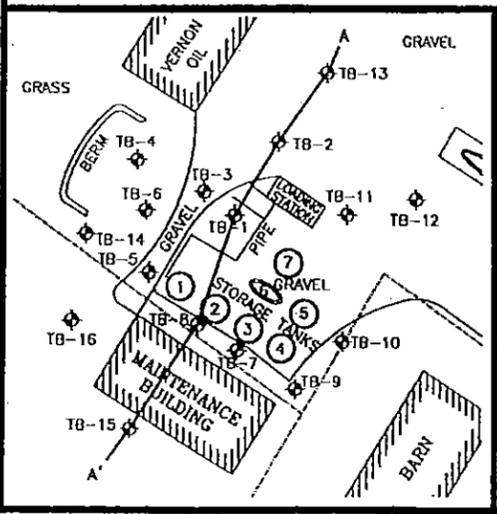
8

THE INTERPRETATIONS IN THIS FIGURE ARE BASED ON KNOWN POINTS IN TIME AND SPACE AND ARE INTEGRAL TO A WRITTEN REPORT AND SHOULD BE REVIEWED IN THAT CONTEXT.

DRAWING NO. 96.475R10
 DRAWN BY: RRT
 CHECKED BY: 2/13/98
 APPROVED BY: 3/11/98
 3-31-98



PLAN VIEW



LEGEND

	SAMPLE INTERVAL		SOIL SAMPLE LOCATION
()	BENZENE CONCENTRATION IN ppb		GEOPROBE BORING LOCATION
	5.5		ISOCONCENTRATION CONTOUR
NA	NOT ANALYZED		

MODIFIED BY METCO, AN, 4/6/2011

NOTE: THE NR720 GENERIC SOIL STANDARD FOR BENZENE IS 5.5 ppb.



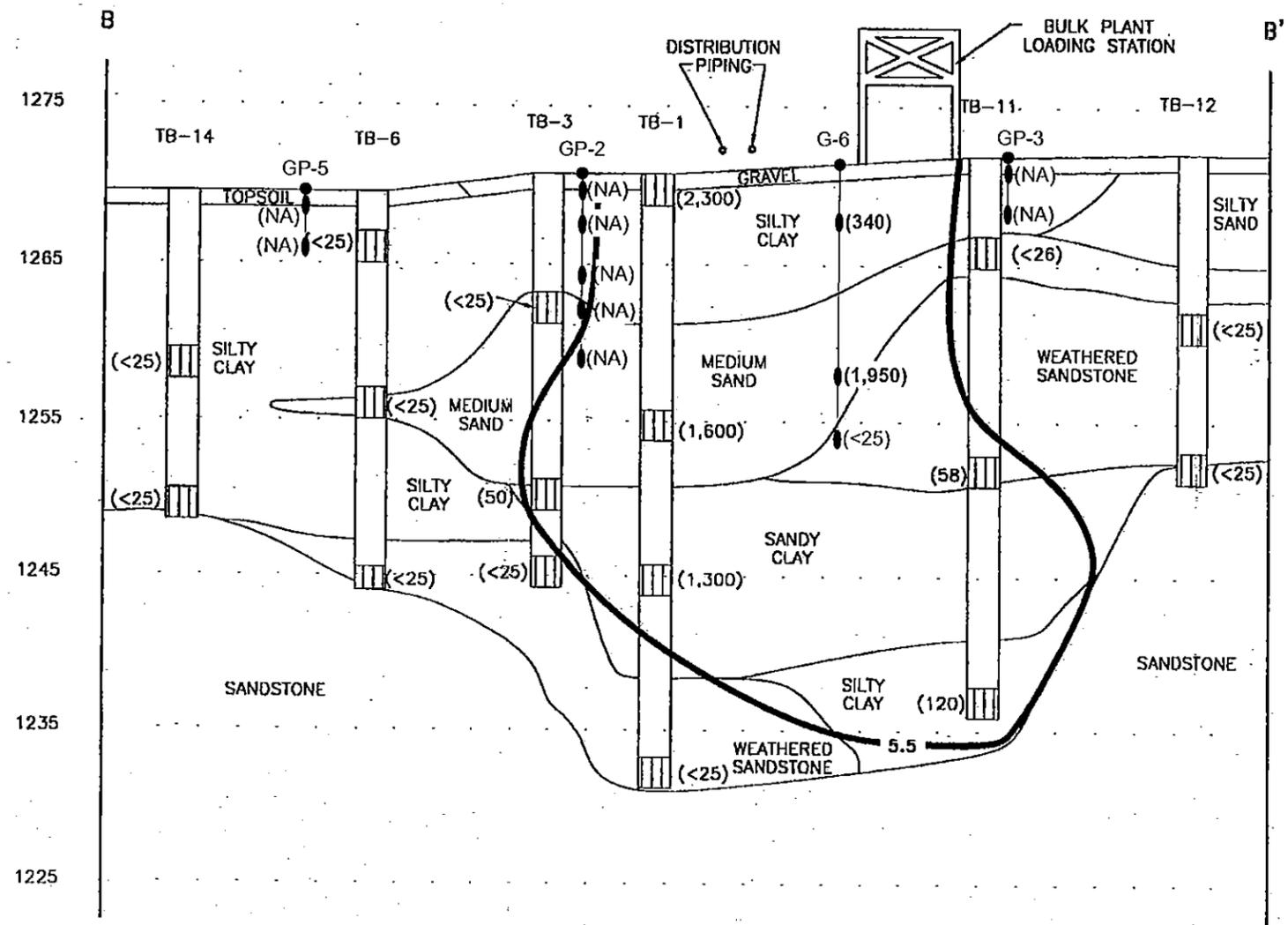
SCALE:
 HORIZONTAL: 1" = 20'
 VERTICAL: 1" = 10'

Vertical Soil Benzene Distribution
Cross-Section A-A'
Vernon Cooperative
Bulk Plant Site
Viroqua, Wisconsin

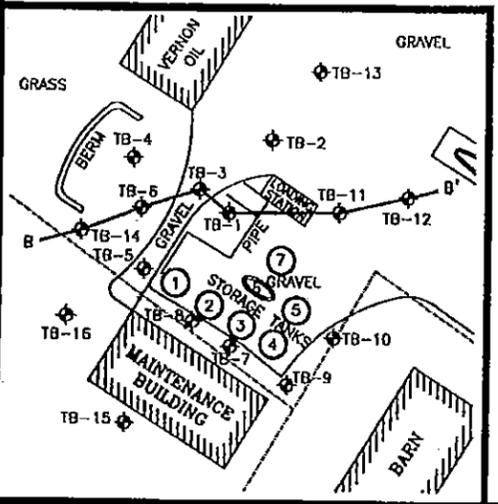
FIGURE NO.
10

THE INTERPRETATIONS IN THIS FIGURE ARE BASED ON KNOWN POINTS IN TIME AND SPACE AND ARE INTEGRAL TO A WRITTEN REPORT AND SHOULD BE REVIEWED IN THAT CONTEXT.

DRAWING NO. 96.475R11
 DRAWN BY: RRT
 CHECKED BY: SJD
 APPROVED BY: JKA
 3/31/98
 3-31-98



PLAN VIEW



- LEGEND**
- SAMPLE INTERVAL
 - SOIL SAMPLE LOCATION
 - BENZENE CONCENTRATION IN ppb
 - GEOPROBE BORING LOCATION
 - ISOCONCENTRATION CONTOUR
 - NA NOT ANALYZED

MODIFIED BY METCO, AN, 4/6/2011
 NOTE: THE NR720 GENERIC SOIL STANDARD FOR BENZENE IS 5.5 ppb.



SCALE:
 HORIZONTAL: 1" = 20'
 VERTICAL: 1" = 10'

**Vertical Soil Benzene Distribution
 Cross-Section B-B' (11/5/97 to 11/7/97)**
**Vernon Cooperative
 Bulk Plant Site
 Viroqua, Wisconsin**

FIGURE NO.
11

THE INTERPRETATIONS IN THIS FIGURE ARE BASED ON KNOWN POINTS IN TIME AND SPACE AND ARE INTEGRAL TO A WRITTEN REPORT AND SHOULD BE REVIEWED IN THAT CONTEXT.

GEOPROBE DATA TABLE FOR VERNON OIL COOP BULK PLANT BRRTS# 02-63-107717
BY METCO

SAMPLING CONDUCTED ON OCTOBER 11, 2010

SOIL SAMPLES	G-1-1	G-1-2	G-1-3	G-1-4	G-2-1	G-2-2	G-2-3	G-2-4	G-3-1	G-3-2	G-3-3	G-4-1	G-4-2	G-4-3	G-5-1	G-5-2	G-5-3	G-6-1	G-6-2	G-6-3	G-7-1	G-7-2	G-7-3	G-7-4	G-8-1	G-8-2	G-8-3	G-8-4	G-8-5	G-9-1	G-9-2	G-9-3	MEOH BLANK	
Sample Location Number	3.5	8	12	16	3.5	8	11	16	3.5	6	9	3.5	6	9	3.5	7	10	3.5	8	12	3.5	8	12	14	3.5	8	12	16	20	3.5	8	11	==	
Sample Depth in Feet	3.5	8	12	16	3.5	8	11	16	3.5	6	9	3.5	6	9	3.5	7	10	3.5	8	12	3.5	8	12	14	3.5	8	12	16	20	3.5	8	11	==	
Soil Type	CLAY	CLAY	CLAY	SAND GRAVEL	CLAY SAND GRAVEL	CLAY	CLAY SAND	SAND	CLAY	CLAY SAND	SAND	SAND GRAVEL	CLAY SAND	SAND	CLAY	CLAY	SAND	CLAY	CLAY	SAND	SAND GRAVEL	CLAY	SAND	SAND	CLAY	CLAY	SANDY CLAY	SAND	SAND	SAND GRAVEL	CLAY	SAND	==	
Petroleum Odors	YES	YES	YES	YES	NO	YES	YES	YES	NO	NO	NO	NO	NO	NO	NO	YES	YES	YES	YES	YES	NO	YES	YES	YES	YES	YES	YES	YES	YES	NO	YES	YES	==	
Petroleum Staining	NO	NO	YES	YES	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	YES	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	==
Moisture	MOIST	MOIST	MOIST	MOIST	MOIST	MOIST	MOIST	MOIST	MOIST	MOIST	MOIST	MOIST	MOIST	MOIST	MOIST	MOIST	MOIST	MOIST	MOIST	MOIST	MOIST	MOIST	MOIST	MOIST	MOIST	MOIST	MOIST	MOIST	MOIST	MOIST	MOIST	MOIST	MOIST	==
HNU in Units	20	20	100	120	0	40	60	50	0	0	0	0	0	0	0	30	60	25	85	60	5	20	20	30	150	100	140	20	160	0	150	100	==	
Solids Percent	78.7	ns	91.8	91	91.3	ns	95.9	96.7	77.4	93.9	93.6	95.9	95.1	90.5	77.9	80.3	92.6	78.6	80.3	95.1	94	85.6	ns	92.4	73.8	ns	83.4	ns	71	90.7	78.4	95.6	ns	
DRO/ppm	< 10	ns	583	348	45.1	ns	636	87.5	< 10	16.7	< 10	308	< 10	< 10	< 10	58.5	116	< 10	638	433	486	< 10	ns	< 10	< 10	ns	23.8	ns	2350	83.7	827	2200	ns	
GRO/ppm	< 10	ns	279	294	< 10	ns	228	24	< 10	< 10	< 10	< 10	< 10	< 10	< 10	77	108	< 10	540	87	17	< 10	ns	< 10	< 10	ns	610	ns	650	< 10	2120	930	< 10	
Benzene/ppb	340	ns	308	220	< 25	ns	36	< 25	< 25	< 25	< 25	< 25	< 25	< 25	< 25	< 25	50	340	1950	< 25	< 25	< 25	ns	< 25	68	ns	252	ns	1800	< 25	< 250	< 250	< 25	
Ethylbenzene/ppb	115	ns	2780	1950	< 25	ns	730	114	< 25	< 25	< 25	< 25	< 25	< 25	< 25	165	340	320	9900	760	66	< 25	ns	< 25	60	ns	3600	ns	5000	< 25	10200	4600	< 25	
Methyl-tert-butyl ether/ppb	< 25	ns	< 25	< 25	< 25	ns	< 25	< 25	< 25	< 25	< 25	< 25	< 25	< 25	< 25	< 25	< 25	< 250	< 25	< 25	< 25	< 25	ns	< 25	< 25	ns	< 250	ns	< 250	< 25	< 250	< 250	< 25	
Toluene/ppb	56	ns	630	210	< 25	ns	131	31.6	< 25	< 25	< 25	< 25	96	< 25	< 25	51	41	63	620	60	68	< 25	ns	< 25	54	ns	1040	ns	1410	< 25	500	1120	< 25	
1,2,4-Trimethylbenzene/ppb	189	ns	10400	6900	< 25	ns	3900	550	< 25	< 25	< 25	< 25	< 25	48	< 25	500	710	470	23800	4200	249	< 25	ns	< 25	610	ns	7400	ns	8900	< 25	68000	24800	< 25	
1,3,5-Trimethylbenzene/ppb	92	ns	3700	3080	< 25	ns	2700	370	< 25	< 25	< 25	< 25	< 25	27	< 25	750	770	163	10300	1620	96	< 25	ns	< 25	< 25	ns	6900	ns	7200	< 25	41000	11100	< 25	
m & p-Xylene/ppb	380	ns	8600	5900	< 50	ns	1500	169	< 50	< 50	< 50	< 50	< 50	< 50	< 50	131	710	800	26900	2530	190	< 50	ns	< 50	209	ns	4900	ns	5600	< 50	17000	6300	< 50	
o-Xylene/ppb	< 25	ns	2580	1160	< 25	ns	730	172	< 25	< 25	< 25	< 25	< 25	< 25	< 25	120	178	380	2770	213	< 25	< 25	ns	< 25	43	ns	1290	ns	4000	< 25	2730	3300	< 25	

NOTE: Bold = detects NS = NOT SAMPLED
J Flag: Analyte detected between LOD and LOQ

TABLE 1
PID Field Screening Results
Vernon Cooperative - Bulk Plant Site
Viroqua, Wisconsin

PID Reading (ppm _v)											
Depth (feet)	TB-1	TB-2	TB-3	TB-4	TB-5	TB-6	TB-7	TB-8	TB-9	TB-10	TB-11
0-2'	451	<25	<25	<25	125	NS	<25	<25	<25	<25	49
2.5-4.5'	44	<25	<25	<25	75	83	<25	<25	<25	<25	<25
5-7'	<25	<25	<25	<25	<25	83	Refusal at 4.5'	<25	<25	<25	442
7.5-9.5'	44	37	149	<25	<25	<25		49	<25	<25	<25
10-12'	553	44	<25	<25	49	<25		283	<25	<25	49
12.5-14.5'	288	<25	<25	<25	<25	49		49	Refusal at 14.5'	<25	439
15-17'	893	<25	NS	Refusal at 14.5'	<25	<25	<25 ⁵	Refusal at 18.5'		NS	NS
17.5-19.5'	311	<25	NS		<25 ³	<25 ³	NS		NS	NS	NS
20-22'	37	Refusal at 19.5'	220 ¹	Refusal at 21'	NS	Refusal at 25.5'	Refusal at 25.5'	Refusal at 25.5'	<25 ⁶	481 ⁶	
22.5-24.5'	37		NS		<25 ⁴				NS		
25-27'	1,000+	Refusal at 26.5'	<25 ²	Refusal at 26.5'	<25 ⁷	<25 ⁷					
27.5-29.5'	<25		NS						NS		
30-32'	<25		NS						NS		
32.5-34.5'	<25		NS						NS		
35-37'	<25		42 ⁸						42 ⁸		
37.5-39.5'	<25		<25 ⁹						<25 ⁹		
	Refusal at 39.5'								Refusal at 36'		

Depth (feet)	TB-12	TB-13	TB-14	TB-15	TB-16	GP-1	GP-2	GP-3	GP-4	GP-5	GP-6
0-2	NS	NS	NS	NS	NS	36	27	8	150	74	<10
2-4	NS	NS	NS	NS	NS	145	36	387	163	108	<10
5-7	<25	<25	<25	<25	<25	63 ¹¹	36 ¹¹	EOB @ 4'	EOB @ 4'	EOB @ 4'	EOB @ 4'
7.5-9.5	<25	<25	<25	<25	<25	18 ¹²	NS				
10-12	<25	<25	<25	<25	<25	18	NS	EOB @ 12'	EOB @ 12'	EOB @ 12'	EOB @ 12'
12.5-14.5	<25	<25	<25	<25	<25	18 ¹³	18 ¹³				
15-17	NS	NS	NS	NS	NS	118 ¹⁴	118 ¹⁴	EOB @ 12'	EOB @ 12'	EOB @ 12'	EOB @ 12'
17.5-19.5	NS	NS	NS	NS	NS	EOB @ 12'	EOB @ 12'				
20-22	<25 ⁶										
22.5-24.5	Refusal at 21'										
25-27											

Notes: NS - Not sampled

1 sampled interval at 19.5-21.5'	5 sampled interval at 16.5-18.5'	11 sampled interval at 4-6'
2 sampled interval at 24.5-26.5'	6 sampled interval at 19-21'	12 sampled interval at 6-8'
3 sampled interval at 19-21'	7 sampled interval at 24-26'	13 sampled interval at 8-10'
4 sampled interval at 24-25.5'	8 sampled interval at 29-31'	14 sampled interval at 12-14'
	9 sampled interval at 34-36'	

TABLE 2
Soil Laboratory Analytical Results Summary
Vernon Cooperative Bulk Plant Site
Viroqua, Wisconsin

Boring & Sample	Sample Date	Depth (ft bgs)	PID (ppm _v)	GRO (ppm)	DRO (ppm)	Benzene	Ethylbenzene	MTBE	Toluene	1,2,4-TMB	1,3,5-TMB	Xylenes (total)	Naphthalene	Lead (ppm)
TB-1, S-1	11/05/97	0-2	451	4,200	2,700	2,300	10,000	<250	710	49,000	15,000	79,000	14,000	24
TB-1, S-7	11/05/97	15-17	893	680	780	1,600	1,700	<130	<130	7,400	3,700	4,670	4,800	9
TB-1, S-11	11/05/97	25-27	>1,000	490	490	1,300	1,200	<100	<100	23,000	8,800	13,700	5,200	13
TB-1, S-16	11/05/97	37.5-39.5	<25	<3.5	<5.2	<25	<25	<25	<25	66	<25	57	<25	18
TB-2, S-5	11/05/97	10-12	44	<2.6	<3.9	<25	<25	<25	<25	<25	<25	<50	<25	<3.3
TB-2, S-8	11/05/97	17.5-19.5	<25	<2.7	<4.0	<25	<25	<25	<25	<25	<25	<50	<25	5.4
TB-3, S-4	11/05/97	7.5-9.5	149	<2.7	4.4	<25	<25	<25	<25	<25	<25	<50	<25	<3.4
TB-3, S-7	11/05/97	19.5-21.5	220	210	430	50	<25	<25	<25	<25	<25	<50	<25	12
TB-3, S-8	11/05/97	24.5-26.5	<25	<2.7	12	<25	<25	<25	<25	<25	<25	<50	<25	5.5
TB-4, S-3	11/06/97	5-7	<25	<2.7	<4.1	<25	<25	<25	<25	<25	<25	<50	<25	5.1
TB-4, S-6	11/06/97	12.5-14.5	<25	<2.6	<4.2	<25	<25	<25	<25	<25	<25	<50	<25	<3.2
TB-5, S-1	11/06/97	0-2	125	510	3,800	68	2,100	<25	120	8,300	5,800	6,200	3,200	39
TB-5, S-5	11/06/97	10-12	49	13	42	<25	<25	<25	<25	<25	<25	<50	<25	7.6
TB-5, S-8	11/06/97	19-21	<25	<2.7	<4.0	<25	<25	<25	<25	2,800	890	470	790	26
TB-6, S-1	11/06/97	2.5-4.5	83	170	1,100	<25	940	<25	<25	<25	<25	<50	<25	4.7
TB-6, S-5	11/06/97	12.5-14.5	49	6.7	6.6	<25	<25	<25	<25	<25	<25	<50	<25	4.4
TB-6, S-8	11/06/97	24-25.5	<25	<2.7	<4.3	<25	<25	<25	<25	<25	<25	<50	<25	<3.4
TB-7, S-2	11/06/97	2.5-4.5	<25	<2.7	<4.4	<25	<25	<25	<25	<25	<25	<50	<25	4.4
TB-8, S-5	11/06/97	10-12	283	200	1,300	<25	300	<25	<25	280	350	370	250	3.8
TB-8, S-7	11/06/97	15.5-17.5	<25	<2.6	8.1	<25	<25	<25	<25	<25	<25	<50	<25	<3.3
TB-9, S-3	11/06/97	5-7	<25	<2.6	<4.2	<25	<25	<25	<25	<25	<25	<50	<25	<3.2
TB-9, S-6	11/06/97	12.5-14.5	<25	<2.7	<4.5	<25	<25	<25	<25	<25	<25	<50	<25	<3.3
TB-10, S-5	11/06/97	10-12	<25	<2.7	<4.3	<25	<25	<25	<25	<25	<25	<50	<25	19
TB-10, S-9	11/06/97	29-31	<25	<4.0	<6.7	<25	<25	<25	<25	<25	<25	<50	<25	4.9
TB-11, S-3	11/7/1997	5-7	442	1,400	1,900	<26	1,700	<50	<50	12,000	3,700	3,110	2,500	5.8
TB-11, S-7	11/7/1997	19-21	486	610	1,300	58	1,000	<25	<25	5,700	2,000	3,369	1,800	29
TB-11, S-10	11/7/1997	34-36	<25	<3.3	<6.4	120	<25	<25	<25	37	<25	<50	<25	<3.3
TB-12, S-3	11/7/1997	10-12	<25	<2.6	<4.6	<25	<25	<25	<25	<25	<25	<50	<25	<3.3
TB-12, S-5	11/7/1997	19-21	<25	<2.7	<4.7	<25	<25	<25	<25	<25	<25	<50	<25	<3.3
TB-13, S-3	11/7/1997	10-12	<25	<2.6	<4.2	<25	<25	<25	<25	<25	<25	<50	<25	5.2
TB-13, S-5	11/7/1997	19-21	<25	<2.8	<4.9	<25	<25	<25	<25	<25	<25	<50	<25	13
TB-14, S-3	11/7/1997	10-12	<25	<3.2	<4.7	<25	<25	<25	<25	<25	<25	<50	<25	8
TB-14, S-5	11/7/1997	19-21	<25	<2.8	<5.9	<25	<25	<25	<25	<25	<25	<50	<25	5.2
TB-15, S-4	11/7/1997	10-12	<25	<2.8	<3.6	<25	<25	<25	<25	<25	<25	<50	<25	22
TB-15, S-6	11/7/1997	19-21	<25	<3.0	<5.2	<25	<25	<25	<25	<25	<25	<50	<25	12
TB-16, S-4	11/7/1997	10-12	<25	<3.1	<5.3	<25	<25	<25	<25	<25	<25	<50	<25	20
TB-16, S-6	11/7/1997	19-21	<25	<3.6	<10	<25	<25	<25	<25	<25	<25	<50	<25	NA
GP-1, S-2	7/24/1996	2-4	145	490	310	NA	NA	NA	NA	NA	NA	NA	NA	NA
GP-2, S-5	7/24/1996	12-14	118	340	960	NA	NA	NA	NA	NA	NA	NA	NA	NA
GP-3, S-2	10/21/2002	2-4	387	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
GP-4, S-2	10/21/2002	2-4	163	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
GP-5, S-2	10/21/2002	2-4	108	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
GP-6, S-2	10/21/2002	2-4	<10	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NR 720.09 RCLs				100	100	5.5	2,900	NS	1,500	NS	NS	4,100	NS	NS
NR 746.06 Table 1 (free product indicator)				NS	NS	8,500	4,600	42,000	38,000	83,000	11,000	42,000	2,700	NS
NR 746.06 Table 2 (direct contact standard)				NS	1,100	NS	NS	NS	NS	NS	NS	NS	NS	50 ¹
RR-519-97 Table 1 (Suggested Non-industrial direct contact pathway RCLs)				NS	NS	NS	NS	NS	NS	NS	NS	NS	20,000	NS
RR-519-97 Table 1 (Suggested Groundwater pathway RCLs)				NS	NS	NS	NS	NS	NS	NS	NS	NS	400	NS

Note: Concentrations in parts per billion (ppb) unless otherwise noted
Bold = exceedance of one or more of the above listed standards
 Only analytes detected in samples were included in table.
 ft bgs = feet below ground surface
 MTBE = Methyl t-butyl ether
¹ - Analyzed by EPA method 8310
 ppm_v = part per million by volume
 DRO = diesel range organics
 TMB = Trimethylbenzene
 RCLs = residual contaminant levels
 NA = not analyzed
 NS = no standard

¹ Suggested RCL for PAH compounds in soil based on groundwater pathway and non-industrial direct contact pathway (WDNR Pub. RR-519-97)

² RCLs based on human health risk from direct contact related to non-industrial land use (NR 720.11 Table 2)

TABLE 3

PAH Soil Analytical Results
Vernon Cooperative Bulk Plant Site
Viroqua, Wisconsin

Sample	Date	Depth (feet bgs)	Acenaphthene	Acenaphthylene	Anthracene	Benzo(a)anthracene	Benzo(a)pyrene	Benzo(b)fluoranthene	Benzo(ghi)perylene	Benzo(k)fluoranthene	Chrysene	Dibenzo(ah)anthracene	Fluoranthene	Fluorene	Indeno(123-cd)pyrene	1-Methylnaphthalene	2-Methylnaphthalene	Naphthalene	Phenanthrene	Pyrene
TB-5;S-1	11/06/97	0-2	0.740	<0.140	<0.120	<i>0.48</i>	<i>0.51</i>	<i>0.450</i>	0.280	0.370	0.560	<0.190	1.100	1.500	<i>0.290</i>	5.400	7.700	1.500	1.700	0.920
TB-5;S-8	11/06/97	19-21	<0.014	<0.015	<0.013	<0.013	<0.012	<0.015	<0.014	<0.014	<0.013	<0.020	<0.014	<0.017	<0.014	<0.017	<0.016	<0.015	<0.015	<0.014
TB-8;S-5	11/06/97	10-12	1.100	<0.120	<0.110	<0.100	<0.098	<0.120	<0.120	<0.110	<0.110	<0.160	<0.120	1.900	<0.110	4.200	10.000	<0.120	2.900	<0.120
TB-8;S-7	11/06/97	15.5-17.5	<0.014	<0.015	<0.013	<0.012	<0.012	<0.014	<0.014	<0.013	<0.013	<0.019	<0.014	<0.016	<0.013	<0.016	0.016	<0.014	0.023	<0.014
TB-11;S-3	11/07/97	5-7	0.750	<0.090	<0.078	<0.074	<0.071	<0.087	<0.084	<0.081	<0.078	<0.120	<0.084	1.200	<0.081	6.800	7.600	2.400	1.500	0.110
TB-11;S-7	11/07/97	19-24	1.000	<0.095	<0.081	<0.078	<0.074	<0.091	<0.088	<0.085	<0.081	<0.130	<0.088	1.700	<0.085	6.800	8.700	2.200	2.400	0.280
TB-11;S-10	11/07/97	34-36	<0.017	<0.018	<0.016	<0.015	<0.014	<0.018	<0.017	<0.016	<0.016	<0.024	<0.017	<0.020	<0.016	<0.020	<0.019	<0.018	<0.018	<0.017
GP-3; S-2	11/01/02	2-4	2.500	<0.640	0.690	<0.690	<0.640	<0.560	<0.590	<0.660	<0.690	<0.560	<0.530	5.100	<0.590	39.000	61.000	18.000	7.700	<0.610
GP-4; S-2	11/01/02	2-4	<0.022	0.024	<0.016	<0.018	<0.017	<0.015	<0.015	<0.017	<0.018	<0.015	0.027	<0.017	<0.015	0.064	0.120	0.290	0.028	<0.016
GP-5; S-2	11/01/02	2-4	0.570	<0.23	<0.220	<0.250	<0.230	<0.210	<0.210	<0.240	<0.250	<0.210	<0.200	1.200	<0.210	9.000	14.000	2.400	1.000	<0.220
GP-6; S-1	11/01/02	0-2	<0.020	<0.015	<0.014	0.017	<i>0.019</i>	0.019	0.014	0.019	0.022	<0.013	0.037	<0.015	<0.014	0.023	0.038	<0.020	0.025	0.032
WDNR Suggested RCLs - Groundwater Pathway			38	0.7	3,000	17	48	360	6,800	870	37	38	500	100	680	23	20	0.4	1.8	8,700
WDNR Suggested RCLs - Non-Industrial Direct Contact Pathway (0-4 feet bgs)			900	18	5,000	0.088	0.0088	0.088	1.8	0.88	8.8	0.0088	600	600	0.088	1,100	600	20	18	500

Notes: All values are in parts per million

BOLD Indicates result exceeds the WDNR suggested RCLs - groundwater pathway (WDNR Pub. RR-519-97)

ITALIC Indicates result exceeds the WDNR suggested RCLs - non-industrial direct contact pathway (WDNR Pub. RR-519-97)

bgs - below the ground surface

PAH - polycyclic aromatic hydrocarbons

RCLs - residual contaminant levels

WDNR - Wisconsin Department of Natural Resources

* Asterisk indicates analyzed detected between LOD and LOQ

Checked by: _____

Approved by: _____

SOIL EXCAVATION DATA TABLE FOR VERNON OIL COOP BULK PLANT BRRTS# 02-63-107717
BY METCO

EXCAVATION & SAMPLING CONDUCTED ON SEPTEMBER 18, 2009

SOIL SAMPLES

	EX-1	EX-2	EX-3	EX-4	EX-5	EX-6	METHANOL BLANK
Sample Location Number							
Sample Depth Below Ground Surface in feet	3.5	3.5	3.5	3.5	8	8	==
Soil Type	SILT CLAY	SILT CLAY	SILT CLAY	SILT CLAY	SAND GRAVEL	SAND GRAVEL	==
Petroleum Odors	NO	YES	YES	NO	YES	YES	==
Petroleum Staining	NO	YES	YES	NO	NO	NO	==
Moisture	MOIST	MOIST	MOIST	MOIST	MOIST	MOIST	==
HNU	0	15	40	0	30	55	==
Percent Solids %	78.7	78.2	80	77.2	91.5	92.9	ns
Benzene/ppb	< 25	< 25	< 25	37	< 250	247	< 25
Ethylbenzene/ppb	< 25	< 25	< 25	< 25	9800	6000	< 25
Methyl tert-butyl ether (MTBE)/ppb	< 25	< 25	< 25	< 25	< 250	< 25	< 25
Naphthalene/ppb	< 25	< 25	123	< 25	14200	6400	< 25
Toluene/ppb	< 25	38	< 25	< 25	1180	490	< 25
1,2,4-Trimethylbenzene/ppb	< 25	25.9	170	< 25	24500	20800	< 25
1,3,5-Trimethylbenzene/ppb	< 25	< 25	80	< 25	11300	8100	< 25
m&p-Xylene/ppb	< 50	< 50	76	< 50	24000	20100	< 50
o-Xylene/ppb	< 25	< 25	49	< 25	3110	3400	< 25

NOTE: Bold = detects NS = NOT SAMPLED
J Flag: Analyte detected between LOD and LOQ

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
A	Unknown	62-286-1644-0004	448723	343351
B				
C				
D				
E				
F				
G				
H				
I				

December 28, 2009

COPY

Gary Krause
606 E. Court Street
Viroqua, WI 54665-1719

Dear Mr. Krause,

Soil contamination exists on your property located at parcel # (62-286-1644-0004). The source of this soil contamination appears to have originated from the petroleum aboveground storage tank systems that exists at the former Vernon Oil Coop Bulk Plant site located at 107 Railroad Avenue.

The levels of Benzene, Naphthalene, and Xylene contamination in the soil on your property were above the states NR720 Soil Cleanup Standards and or NR746 Table 1 values found in chapter NR 720.19(2), Wis. Adm. Code. However, the environmental consultants who have investigated this contamination have informed me that this soil contaminant plume is stable and in the process receding and will naturally degrade over time. The environmental consultants believe that allowing natural attenuation to complete the cleanup at this site will meet the requirements for case closure that are found in chapters NR 726 and NR 746 Wis. Adm. Code. Therefore, I will be requesting that the Wisconsin Department of Commerce accept natural attenuation as the final remedy for this site and grant case closure. Closure means that Commerce will not be requiring any further investigation or active cleanup action to be taken, other than the reliance on natural attenuation.

Commerce will not review my closure request for at least 30 days after the date of this letter. As a potentially affected property owner, you have the right to contact Commerce 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 Commerce that is relevant to this closure request, you should mail that information to Gena Larson, Wisconsin Department of Commerce, PO Box 8044, Madison, WI 53708.

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

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

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

If you need more information, please contact me at 107 Railroad Avenue, viroqua, WI 54665 or (608) 637-3271 or Gena Larson, at either the Commerce address above or (608) 261-5404.

Sincerely,



Jason Powell for Vickie Kumlin

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

OFF-SOURCE
A
PROPERTY

LEGAL DESCRIPTION (parcel no. (62-286-1644-0004), Viroqua, Wisconsin)

Lot Two (2), Volume One (1), Certified Survey Maps, Page 193.

OFF-SOURCE
A
PROPERTY

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Gary Krause
3 E. Court Street
Ogoua, WI 54665-1719

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Gary Krause* Agent
 Addressee

B. Received by (Printed Name)

GARY J KRAUSE

C. Date of Delivery

12/24/09

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

Yes

2. Article Number

(Transfer from service label)

7009 1680 0001 0187 2770

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

OFF-SOURCE
A
PROPERTY

2009 11:14AM
DOCUMENT NO.

Register of Deeds
WARRANTY DEED
STATE BAR OF WISCONSIN FORM 2-1982

No. 1170 P. 2

THIS SPACE RESERVED FOR RECORDING DATA
VOL. 414 PAGE 110

350082

Register's Office }
Vernon Co., Wis. } SS
Rec'd for record }
26 day of July }
1995 at 2:40 P.M. }
and returned to Vol. 414 of Register's }
Data Marjorie Peterson }
Register of Deeds

Marjorie A. Peterson

conveys and warrants to Gary J. Krause

the following described real estate in Vernon County,
State of Wisconsin:

PD 10.00

W. L. Jenkins
RETURN TO
Alan P. Peterson
P.O. Box 2286
La Crosse, WI 54602

Tax Parcel No: 62-286-1644-0004

Lot Two (2), Volume One (1), Certified Survey Maps, Page 193.

Vendor shall pay 1989 real estate taxes when due and payable;
Purchaser shall pay real estate taxes levied in 1990 and
subsequent years.

TRANSFER
\$ 25.50
FEE

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

Exception to warranties:

Dated this 30th day of June, 1995.

..... (SEAL) (SEAL)
* Marjorie A. Peterson
..... (SEAL) (SEAL)
* Marjorie A. Peterson

AUTHENTICATION

ACKNOWLEDGMENT

Signature(s) Marjorie A. Peterson
authenticated this 30th day of June, 1995
Alan P. Peterson
TITLE: MEMBER STATE BAR OF WISCONSIN
(If not authorized by § 706.06, Wis. Stats.)

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

THIS INSTRUMENT WAS DRAFTED BY

Alan P. Peterson
P.O. Box 2286

La Crosse, WI 54602-2286
(Signatures may be authenticated or acknowledged. Both
are not necessary.)

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

CERTIFIED SURVEY MAP

STATE OF WISCONSIN)
COUNTY OF VERNON) S.S.

LOCATED IN PART OF THE SE 1/4 OF THE NW 1/4 AND THE
NE 1/4 OF THE SW 1/4 OF SECTION 32, T 13 N, R 4 W,
CITY OF VIROQUA, VERNON COUNTY, WISCONSIN.

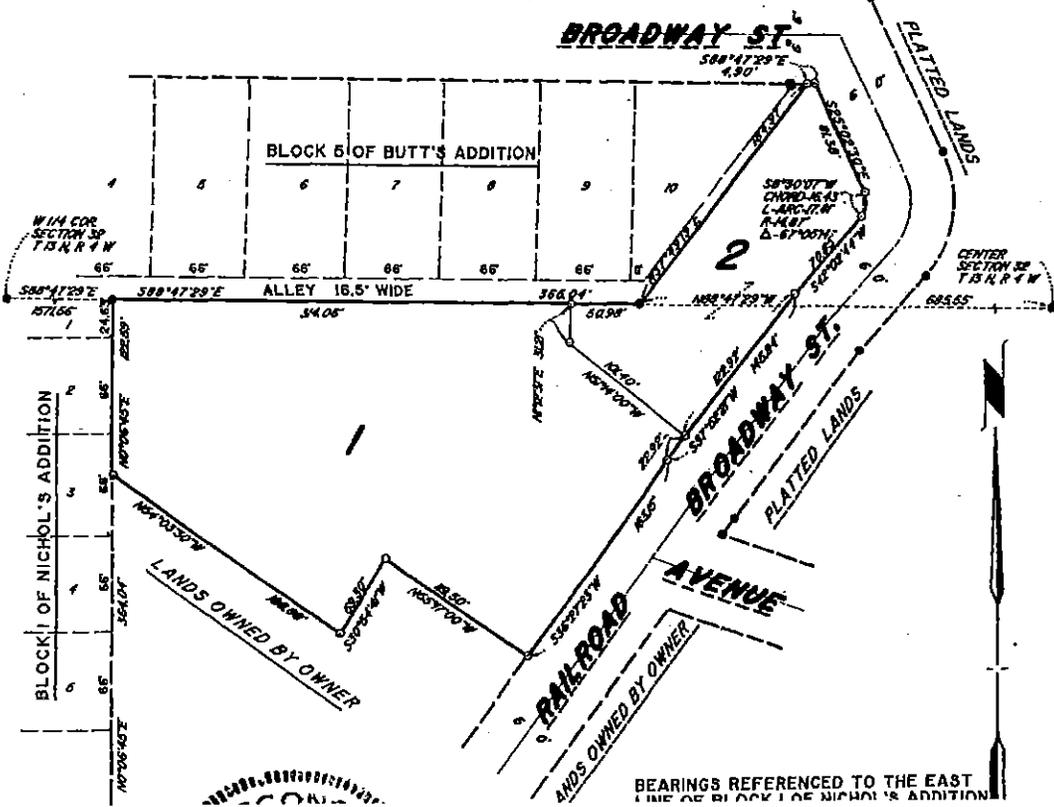
SURVEYORS CERTIFICATE:

I, Robert M. Lampman, Registered Land Surveyor, do hereby certify that in full compliance with the provisions of Chapter 236 of the Wisconsin Statutes concerning Certified Survey Maps, I have surveyed and mapped this Certified Survey Map under my responsible direction and supervision; that such Certified Survey Map correctly represents all exterior boundaries and that this land is located in part of the SE 1/4 of the NW 1/4 and the NE 1/4 of the SW 1/4 of Section 32, Town 13 North, Range 4 West, City of Viroqua, Vernon County, Wisconsin, to-wit:

Commencing at the West one-quarter corner of said Section 32; thence $368^{\circ}47'29''E$, 1571.56 feet to the point of beginning; thence continuing $S88^{\circ}47'29''E$, 365.04 feet; thence $N37^{\circ}49'19''E$, 184.97 feet; thence $S88^{\circ}47'29''E$, 4.90 feet; thence $S25^{\circ}02'30''E$, 81.38 feet to a point of curve; thence along said curve to the right having a radius of 14.87 feet and a chord that bears $S8^{\circ}30'07''W$, 16.43 feet to a point of tangency; thence $S42^{\circ}02'44''W$, 70.85 feet; thence $S37^{\circ}52'21''W$, 145.84 feet; thence $S36^{\circ}27'23''W$, 163.15 feet; thence $N55^{\circ}17'00''W$, 119.50 feet; thence $S30^{\circ}54'41''W$, 59.30 feet; thence $N54^{\circ}03'30''W$, 188.88 feet; thence $N0^{\circ}06'45''E$, 122.59 feet to the point of beginning.

Register's Office
Vernon Co. Wis. }
Rec'd for record } 27 day of May
19 26 at 2:00 o'clock P.M.
and Recorded in Vol. 187 of C.S.M. 86
Page 187
Robert M. Lampman
Surveyor of Viroqua

Robert M. Lampman R.L.S. S-1296



BEARINGS REFERENCED TO THE EAST
LINE OF BLOCK 1 OF NICHOL'S ADDITION