

Water Quality Trading Plan

For

**Superior Fresh LLC
N10512 May Coulee Road
Hixton, WI 54635**



WPDES Permit WI-0065200-01

October, 2017

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1. Executive Summary

Superior Fresh LLC (Superior Fresh) plans to operate an aquaponics facility that will discharge wastewater to an unnamed tributary of the Pigeon Creek in HUC-12 watershed 070400050101. The discharge is estimated to be 0.65 mg/L of phosphorus, which exceeds the allowable threshold for phosphorus concentration of 0.060 mg/L. Superior Fresh has an estimated flow rate of 18.4 million gallons of wastewater per year, resulting in 99.75 lbs/yr of total phosphorus being discharged. The required amount to offset equals the amount discharged minus the phosphorus limit resulting in 90.54 lb/yr (calculation shown in section 4.2).

Superior Fresh has chosen to pursue water quality trading to generate phosphorus credits in order to discharge wastewater to the unnamed tributary upstream of Pigeon Creek. Superior Fresh elected to perform streambank restoration work in the same HUC-12 watershed on a portion of the Timber Creek. According to DNR regulations, Superior Fresh was able to receive a trade ratio of 2.1:1. Thus, for every 2.1lbs of Phosphorus stabilized in Timber Creek, Superior Fresh will receive one credit.

Jackson County has assisted Superior Fresh with the development of the streambank restoration plans. Soil samples resulted in a phosphorus content of 2 lbs/ton of soil, requiring a total of 95.1 tons/yr of soil that needs to be prevented from entering Timber Creek. However, Superior Fresh has elected to perform additional streambank restoration totaling 176.4 tons/yr of soil which will provide additional phosphorus credits in the event that the estimations are not accurate or Superior Fresh decides to increase facility size and production. The 176.4 tons/yr of soil contained equates to 168 phosphorus credits generated that Superior Fresh will use to remain compliant with its WPDES permit to discharge wastewater to the unnamed tributary upstream of Pigeon Creek.

2. Background

2.1 Justification for Trading

Superior Fresh is an aquaponics facility located Jackson County, town of Northfield, WI. Superior Fresh will have a discharge from the purging system that will discharge to a nearby unnamed tributary, prior to entering into Pigeon Creek. The discharge is estimated to have a phosphorus concentration of 0.65 mg/l (calculations shown in section 4.2), that needs to be offset by water quality trading in order to comply with *NR 217-Effluent Standards and Limitations for Phosphorus*. **Attachment A** is a copy of the signed Notice of Intent to Conduct Water Quality Trading

2.2 Location of Superior Fresh's Outfall

The discharge is located in the HUC-12 watershed 070400050101, and is approximately 300 feet to the north of the fish house. The discharge enters into an unnamed tributary, which flows into Pigeon Creek, and eventually the Trempealeau River. A map of the Superior Fresh's discharge location is shown in **Attachment B**, along with the location of the credit generator's streambank restoration site.

3. Location of Restoration Site

3.1 Location, Existing Land Uses, and History of the Site

Superior Fresh has elected to conduct streambank restoration and protection on a highly eroded section of Timber Creek to generate phosphorus credits. The restoration site is located downstream of Superior Fresh's discharge on a portion of the Timber Creek, approximately 1 mile north of the town of York. **Attachment C** illustrates the location of the streambank restoration site. The property surrounding the restoration site is owned by Kinning Circle K LLC, and has been used for agricultural purposes in years prior.

3.2 Soil Sampling Analysis and Soil Loss Calculations

Below is a map of the approximate sample locations along Timber Creek. There were a total of 16 samples taken (eight on each side of the stream bank). All 16 samples were taken using a soil knife and mixed into one bucket as a composite sample. From that bucket, four bags were filled up and sent to Dairyland Laboratories for soil sampling. The sample locations were taken along the sloughing banks evenly throughout the length of the proposed work area.



Soil sampling results can be found in **Attachment D**. A soil content estimation of 0.1% phosphorus was used based on the soil sampling results from Dairyland Laboratories. This

results in the reduction of 2lbs of total phosphorus from entering Timber Creek per ton of soil that would have been eroded prior to the streambank restoration. Thus, the required soil tonnage that must be prevented from entering Timber Creek is 95.1 tons of soil.

Soil loss calculations were completed by Jackson County Department of Land Conservation using the NRCS Streambank Erosion Estimator spreadsheet. The soil loss calculations and field notes are found in **Attachment E**. The current total amount of soil loss is estimated to be 176.4 tons of soil per year.

3.3 Streambank Restoration Management Practices

Specifications and details regarding the streambank restoration management practices are described in **Attachment F**. NRCS Standard 580 for streambank and shoreline restoration and protection is being used as a guide for installation and maintenance. As long as the management practices are properly maintained, the streambank restoration and protection shall remain effective perpetually.

4. Trade Ratio Determination and Credit Quantification

4.1 Trade Ratio Determination

Trade Ratio = (Delivery + Downstream + Equivalency + Uncertainty - Habitat Adjustment):1

Delivery Factor = 0 (The SPARROW Model result is 1 which translates to a delivery factor of 0 since the trades are occurring within the same HUC 12 watershed)

Downstream Factor = 0.1 (**Attachment G** is the delineation report from PRESTO showing the total P load upstream of the intended discharge at 880lbs. (Credit User's Load)/(Total Load at point of standards application)=(112lbs)/(880lbs+112lbs)*100=**11.3%**, and from the DNR guidance 3800-2013-04 that's equivalent to a 0.1 downstream factor)

Equivalency Factor = 0 (Equivalency factor is equal to zero when trading total phosphorus credits.)

Uncertainty Factor = 2 (The default uncertainty factor for stream bank restoration is 3, with the ability to use an uncertainty factor of 2 when habitat improvement is included in the project. Superior Fresh submitted plans for the stream bank restoration and habitat improvement on May 18, 2017. Upon review, the Department concludes that additional habitat improvement measures recommended by Dan Hatleli, DNR Fisheries Biologist, on the proposed stream bank protection plan will result in an uncertainty factor of 2.)

Trade Ratio = (0 + 0.1 + 0 + 3 - 1):1 = **2.1:1**

4.2 Credits Required

The amount of phosphorus credits required to offset the phosphorus load in the discharge is 90.54 lbs per year.

Below is the calculation:

*Flow rate = 35gpm*525,600min/yr=18.4MGY*

*Concentration of phosphorus in well water = 0.59mg/l (**Attachment H-West Well Water Report**)*

Additional phosphorus from purging = 0.06mg/l (average total phosphorus concentration in the purge effluent based on data from existing aquaponics facility at the Freshwater Institute in Shepardstown, WV)

Total Phosphorus Concentration in the discharge = 0.65mg/l

Allowable Phosphorus Limit=0.060mg/l

Total Credits Required to offset=Flow(MGY)(Concentration(mg/l)-Allowable Limit(mg/L))*8.34=18.4*(0.65-0.060)*8.34=90.54lbs/yr*

4.3 Credit Generation

The credits are quantified by determining the phosphorus load entering the stream prior to any stream bank restoration. The total amount of potentially tradable phosphorus is calculated by using the total soil loss estimation from Jackson County using the NRCS Streambank Erosion Estimator spreadsheet and the phosphorus levels from the soil sampling analysis.

The total phosphorus credits generated from the streambank restoration project will be 168lbs/year.

Calculation is shown below:

Soil has a 0.1% Total Phosphorus content as described in section 3.2

Soil loss is estimated to be 176.4 tons of soil per year as described in section 3.2

0.001(176.4tons of soil)*2000lb/ton=352.8lbs/yr phosphorus reductions*

Total Credits Generated=Total reductions/Trade ratio

Total Credits Generated = (352.8lb/yr)/2.1=168 Phosphorus Credits per year

5 Project Timeline

5.1 Streambank Restoration Construction Plans and Schedule

Specifications and details regarding the streambank restoration plans are described in **Attachment F**. The streambank restoration is scheduled to begin in June and be completed by September 15th, 2017, weather permitting. Due to excessive rain events and wet conditions, an extension has been granted by the DNR to complete the creek restoration by November 1st, with full intent of completing the project as soon as practicable. After the project is complete, the management practice will be registered using DNR form 3400-207 and a copy of that registration will be added to this plan as **Attachment J**.

5.2 Operation Schedule for Superior Fresh's Initial Discharge

Superior Fresh is planning on beginning its discharge in the summer of 2018.

6 Reporting, Recordkeeping, and Monitoring

6.1 Inspection Criteria and Schedule

As stated in the WIDNR guidance 3800-2013-04, each month the permittee shall certify that the nonpoint source management practices installed to generate pollutant reduction credits are operated and maintained in a manner consistent with what is stated in this plan. The permittee is responsible for completing these monthly inspection. The following certification will be made on the monthly inspection report:

“I certify that management practices identified in the approved water quality trading plan as the source of pollutant reduction credits are installed, established and properly maintained.”

Inspections will also be completed following any severe natural events that occur, as soon as it can be completed safely. The monthly inspection checklist/report is included in **Attachment I**, which also contains the operation and maintenance plan.

6.2 Operation and Maintenance of Management practices

Operation and Maintenance of Timber Creek is critical to ensure the streambank restoration continues to be effective for duration of the project and following years. The Operation and Maintenance Plan follows NRCS Standard 580 for Streambank and Shoreline Protection and is included in **Attachment I**. The WQT Management Practice Registration is included in **Attachment J**. (Note this will be included upon completion and establishment of the restoration practices)

6.3 Procedure for Failure of Management Practices

The WIDNR’s West Central regional office will be notified by Superior Fresh via telephone within 24 hours of becoming aware that pollutant reduction credits used or intended for use by the permittee are not being implemented or generated. Remedial actions will be taken once an agreement between both Superior Fresh and DNR has been made to rectify the problem. Also, a written notice of the noncompliance will be submitted by Superior Fresh within 5 days to the WIDNR West Central regional office. The written notice will include reasons for the noncompliance, along with remedial actions that were already completed since the initial notification. Also, included will be any suggested future remedial actions that still need to be completed and a timeline to begin restoring the current location or begin constructing at a new location. The written notice will also include any preventative measures to reduce the likelihood of another occurrence.

6.4 Annual Water Quality Trading Report

By January 31st each year, Superior Fresh will complete an annual WQT Report that includes:

- The number of phosphorus reduction credits (lbs/month) used each month of the previous year to demonstrate compliance
- The source of each month’s pollutant reduction credits by identifying the approved water quality trading plan that details the source

- A summary of the annual inspection of each nonpoint source management practice that generated any of the pollutant reduction credits used during the previous year
- Identification of noncompliance or failure to implement any terms or conditions of WPDES permit WI-0065200-01 with respect to water quality trading that have not been reported in discharge monitoring reports.
- Identification of any modifications to the trade agreement during the previous year.

7 Superior Fresh WQT Plan Certification

Superior Fresh certifies that the information contained in this Water Quality Trading Report and its attachments are accurate and correct to the best of their knowledge.

Signature:  Date: 6-9-2017



Brandon Gottsacker
Chief Operations Officer
N10512 May Coulee Road
Hixton, WI 54635
715.891.2842

Attachment A – Signed Notice of Intent to Conduct Water Quality Trading

State of Wisconsin
 Department of Natural Resources
 101 South Webster Street
 Madison WI 53707-7921
 dnr.wi.gov

Notice of Intent to Conduct Water Quality Trading
 Form 3400-206 (1/14) Page 1 of 2

Notice: Pursuant to s. 283.84, Wis. Stats., and ch. NR 217, Wis. Adm. Code, this form must be completed by any WPDES permittee that is using water quality trading as a method of complying with a permit limitation. Failure to complete this form would not result in penalties. Personal information collected will be used for administrative purposes and may be provided to requesters to the extent required by Wisconsin's Open Records Law (ss. 19.31 - 19.39, Wis. Stats.).

| Applicant Information | | | | |
|--|---|--|--------------------------------|--------------------------------|
| Permittee Name Superior Fresh | | Permit Number WI- 0065200-01 | Facility Site Number 48469 | |
| Facility Address N10512 May Coulee Rd | | | City Hixton | State / ZIP Code WI / 54635 |
| Project Contact Name (if applicable) Brandon Gottsacker | Address N10512 May Coulee Rd | City Hixton | State / ZIP Code WI / 54635 | |
| Project Name Superior Fresh Water Quality Trading | | | | |
| Receiving Water Name Pigeon Creek | Parameter(s) being traded Phosphorus | HUC 12(s) 070400050101 | | |
| Is the permittee in a point or nonpoint source dominated watershed? (See PRESTO results - http://dnr.wi.gov/topic/surfacewater/presto.html) | | | | |
| | | <input type="radio"/> Point source dominated <input checked="" type="radio"/> Nonpoint source dominated | | |

| Credit Generator Information | |
|--|--|
| Credit generator type (select all that apply): | <input type="checkbox"/> Permitted Discharge (non-MS4/CAFO) <input type="checkbox"/> Urban nonpoint source discharge <input type="checkbox"/> Permitted MS4 <input checked="" type="checkbox"/> Agricultural nonpoint source discharge <input type="checkbox"/> Permitted CAFO <input type="checkbox"/> Other - Specify: _____ |
| Are any of the credit generators in a different HUC 12 than the applicant? | <input type="radio"/> Yes; HUC 12: _____ <input checked="" type="radio"/> No <input type="radio"/> Unsure |
| Are any of the credit generators downstream of the applicant? | <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> Unsure |
| Will a broker/exchange be used to facilitate trade? | <input type="radio"/> Yes; Name: _____ <input checked="" type="radio"/> No <input type="radio"/> Unsure |

| Point to Point Trades (Traditional Municipal / Industrial Discharge, MS4, CAFO) | | | | |
|--|---------------|------|-----------------|--|
| Discharge Type | Permit Number | Name | Contact Address | Is the point source credit generator currently in compliance with their permit requirements? |
| <input type="radio"/> Traditional <input type="radio"/> MS4 <input type="radio"/> CAFO | | | | <input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unsure |
| <input type="radio"/> Traditional <input type="radio"/> MS4 <input type="radio"/> CAFO | | | | <input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unsure |
| <input type="radio"/> Traditional <input type="radio"/> MS4 <input type="radio"/> CAFO | | | | <input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unsure |
| <input type="radio"/> Traditional <input type="radio"/> MS4 <input type="radio"/> CAFO | | | | <input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unsure |
| <input type="radio"/> Traditional <input type="radio"/> MS4 <input type="radio"/> CAFO | | | | <input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unsure |

Notice of Intent to Conduct Water Quality Trading
Form 3400-208 (1/14) Page 2 of 2

Point to Nonpoint Trades (Non-permitted Agricultural, Non-Permitted Urban, etc.)

List the practices that will be used to generate credits:

- Streambank Restoration/Stabilization
- Conservation Easement (Converting Cropland to Perennial Vegetation)

Method for quantifying credits generated: Monitoring
 Modeling. Names: Snap-Plus, RUSLE2, PRESTO
 Other: _____

Projected date credits will be available: 06/01/2018

The preparer certifies all of the following:

- I am familiar with the specifications submitted for this application, and I believe all applicable items in this checklist have been addressed.
- I have completed this document to the best of my knowledge and have not excluded pertinent information.

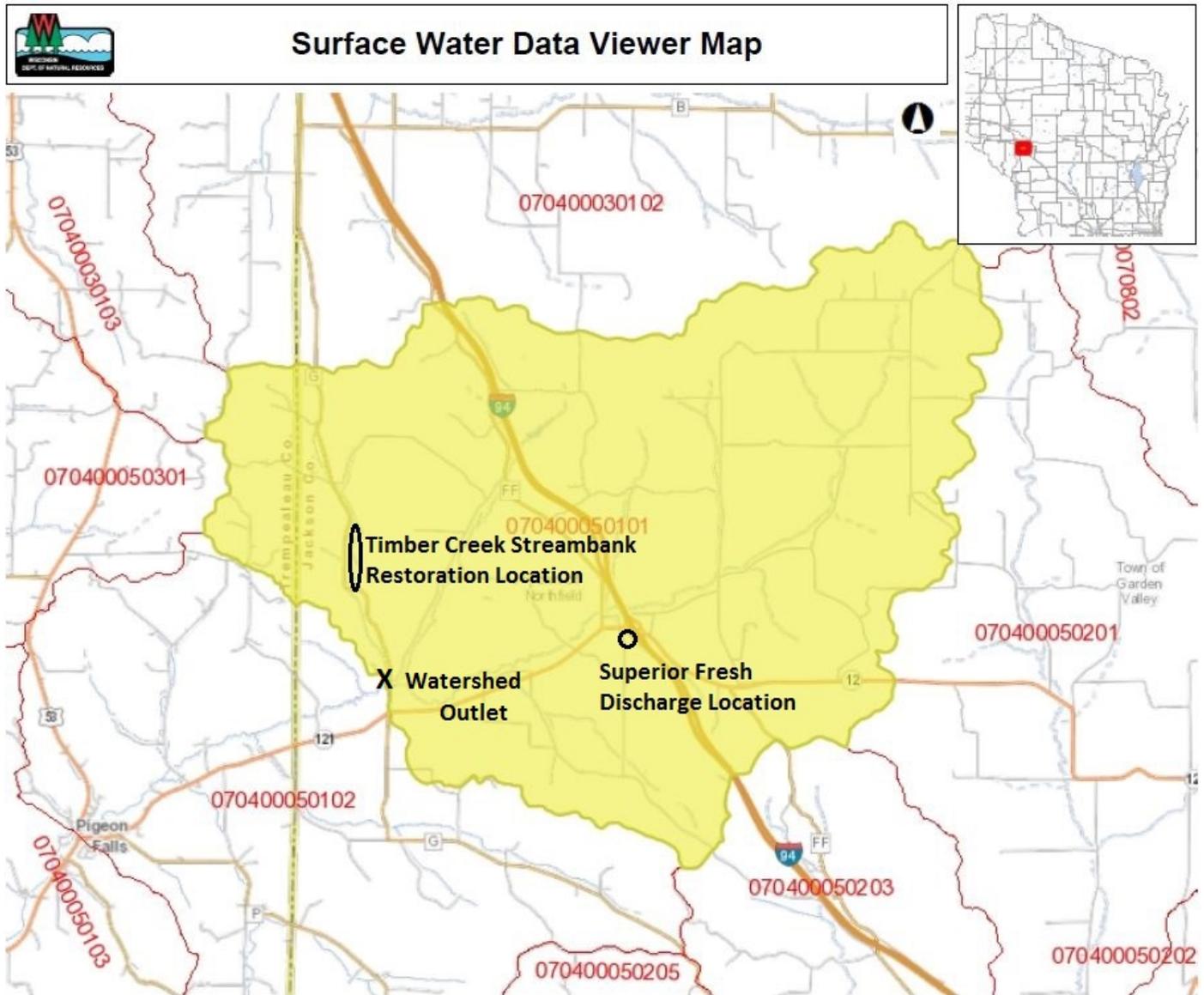
| | |
|---|--------------------------------|
| Signature of Preparer <i>Andy M...</i> | Date Signed <i>11/30/16</i> |
|---|--------------------------------|

Authorized Representative Signature:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision. Based on my inquiry of those persons directly responsible for gathering and entering the information, the information is, to the best of my knowledge and belief, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

| | |
|---|--------------------------------|
| Signature of Authorized Representative <i>Brandon...</i> | Date Signed <i>11/30/16</i> |
|---|--------------------------------|

Attachment B – Map of the HUC-12 with restoration location and discharge location



Attachment C – Map of the Streambank Restoration Site



Attachment D – Soil Sampling Results



Report Date: 3/9/2017
Sampled By: North Country Clear Waters – Blair, WI
Sampled For: Tom Gappa

Product: Soil

| Sample ID | Total phosphorus % dry matter |
|-----------|-------------------------------|
| Soil 1A | 0.08% |
| Soil 1B | 0.08% |
| Soil 2A | 0.12% |
| Soil 2B | 0.10% |

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Attachment E – Soil Loss Calculation Spreadsheet and Field Notes

| NRCS Streambank Erosion Estimator (Direct Volume Method) | | | | | | | | | |
|---|--|--|--|--|--|--|--|--|--|
| Farmer / Cooperator Name: <input type="text" value="Superior Fresh LLC P-Trading"/> | | | | | Evaluated By: <input type="text" value="Mike Goehring Jackson Co."/> | | | | |
| Tract Number: <input type="text"/> | | | | | Evaluation Date: <input type="text" value="3-7,8-2017"/> | | | | |

| Field Number | Eroding Streambank Reach Number | Eroding Bank Length (Feet) | Eroding Bank Height * (Feet) | Area of Eroding Streambank (FT ²) | Lateral Recession Rate (Estimated) (FT / Year) | Estimated Volume (FT ³) Eroded Annually | Soil Texture | Approximate Pounds of Soil per FT ² | Estimated Soil Loss (Tons/Year) |
|--|---------------------------------|----------------------------|------------------------------|---|--|---|--------------|--|---------------------------------|
| Kinning Property | 1 | 85.0 | 9.0 | 765 | 0.25 | 191.3 | Silt Loam | 85 | 8.1 |
| | 2 | 138.0 | 9.6 | 1,325 | 0.33 | 437.2 | Silt Loam | 85 | 18.6 |
| | 3 | 142.0 | 9.2 | 1,306 | 0.42 | 548.7 | Silt Loam | 85 | 23.3 |
| Total Estimated Annual Streambank Erosion Soil Loss (Tons): | | | | | | | | | 50.0 |

| Field Number | Eroding Streambank Reach Number | Eroding Bank Length (Feet) | Eroding Bank Height * (Feet) | Area of Eroding Streambank (FT ²) | Lateral Recession Rate (Estimated) (FT / Year) | Estimated Volume (FT ³) Eroded Annually | Soil Texture | Approximate Pounds of Soil per FT ² | Estimated Soil Loss (Tons/Year) |
|--|---------------------------------|----------------------------|------------------------------|---|--|---|--------------|--|---------------------------------|
| Kinning Property | 4 | 272.0 | 9.7 | 2,638 | 0.27 | 712.4 | Silt Loam | 85 | 30.3 |
| | 5 | 100.0 | 10.0 | 1,000 | 0.25 | 250.0 | Silt Loam | 85 | 10.6 |
| | 6 | 65.0 | 8.6 | 559 | 0.33 | 184.5 | Silt Loam | 85 | 7.8 |
| Total Estimated Annual Streambank Erosion Soil Loss (Tons): | | | | | | | | | 48.7 |

| Field Number | Eroding Streambank Reach Number | Eroding Bank Length (Feet) | Eroding Bank Height * (Feet) | Area of Eroding Streambank (FT ²) | Lateral Recession Rate (Estimated) (FT / Year) | Estimated Volume (FT ³) Eroded Annually | Soil Texture | Approximate Pounds of Soil per FT ² | Estimated Soil Loss (Tons/Year) |
|--|---------------------------------|----------------------------|------------------------------|---|--|---|--------------|--|---------------------------------|
| Kinning Property | 7 | 108.0 | 8.2 | 886 | 0.58 | 513.6 | Silt Loam | 85 | 21.8 |
| | 8 | 178.0 | 9.2 | 1,638 | 0.58 | 949.8 | Silt Loam | 85 | 40.4 |
| | 9,10 | 200.0 | 8.7 | 1,740 | 0.21 | 365.4 | Silt Loam | 85 | 15.5 |
| Total Estimated Annual Streambank Erosion Soil Loss (Tons): | | | | | | | | | 77.7 |

* Eroding bank height is measured along the bank, not the vertical height of bank.

Streambank Erosion Calculation Formula:

$$\frac{\text{Eroding Bank Length} \times \text{Eroding Bank Height} \times \text{Lateral Recession Rate (FT/YR)} \times \text{Soil Weight (lbs/ft}^3\text{)}}{2000} = \text{Estimated Soil Loss Per Year (Tons)}$$

VT NRCS Streambank Erosion Estimator (June 2006)

COMPUTATION SHEET

U.S. DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

NRCS-ENG-523A Rev. 10-97

| | | | | |
|--|--------------------|-----------------------------------|------|----------------------------|
| STATE <i>Wisconsin</i> | | PROJECT <i>Superior Fresh LLC</i> | | |
| BY <i>M. Hehning</i> | DATE <i>3-6-17</i> | CHECKED BY | DATE | JOB NO. |
| SUBJECT <i>Streambank Erosion - Sores Sr. Ltd.</i> | | | | SHEET <i>1</i> OF <i>2</i> |

- (51) SITE #1 85' long Creek EL. 926.0 Top Bank EL. 935.0
9' Bank Height

- (52) SITE #2 138' long Creek EL. 925.9 Top Bank EL. 935.5
9.6' Bank Height

- (53) SITE #3 142' long Creek EL. 925.8 Top Bank EL. 935.0
9.2' Bank Height

- (54) SITE #4 272' long Creek EL. 924.9 Top Bank EL. 934.6
9.7' Bank Height

- (55) SITE #5 100' long Creek EL. 924.6 Top Bank EL. 934.6
10' Bank Height

- (56) SITE #6 65' long Creek EL. 926.0 Top Bank EL. 934.6
8.6' Bank Height

- (57) SITE #7 108' long Creek EL. 925.8 Top Bank EL. 934.0
8.2' Bank Height

COMPUTATION SHEET

U.S. DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

NRCS-ENG-523A Rev. 10-97

| | | | | |
|-----------------------------------|--------------------|-----------------------------------|------|----------------------------|
| STATE <i>Wisconsin</i> | | PROJECT <i>Superior Fresh LLC</i> | | |
| BY <i>M. Kuching</i> | DATE <i>3-9-17</i> | CHECKED BY | DATE | JOB NO. |
| SUBJECT <i>Streambank Erosion</i> | | | | SHEET <i>2</i> OF <i>2</i> |

| | | |
|----------------------|----------------------------------|---------------------------|
| <i>(58) SITE #8</i> | <i>178' Long Creek EL. 925.8</i> | <i>TOP Bank EL. 935.0</i> |
| | <i>9.2' Bank Height</i> | |
| <i>(59) SITE #9</i> | <i>66' Long Creek EL. 925.6</i> | <i>TOP Bank EL. 934.8</i> |
| | <i>9.2' Bank Height</i> | |
| <i>(60) SITE #10</i> | <i>134' Long Creek EL. 924.8</i> | <i>TOP Bank EL. 933.0</i> |
| | <i>8.2' Bank Height</i> | |

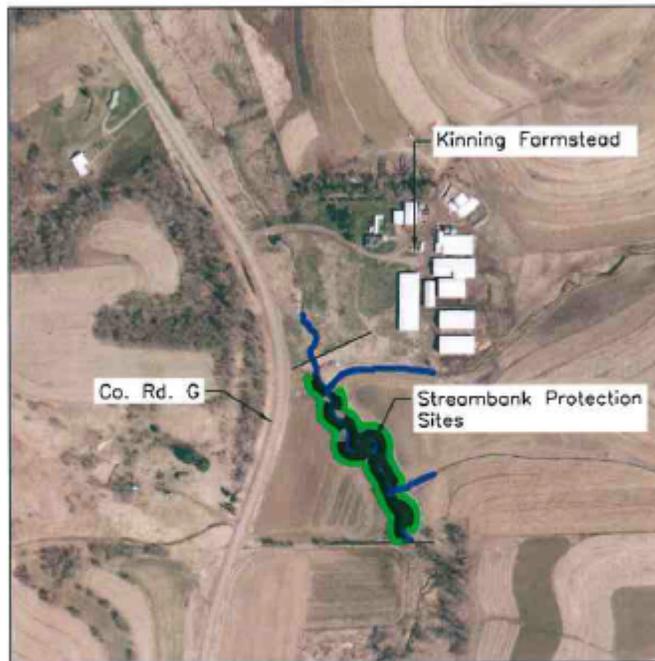
Attachment F – Streambank Restoration and Protection Plans

CONSTRUCTION PLAN

PRACTICES Streambank Protection (580) For Phosphorus Trading
 CLIENTS Kinning Circle K LLC and Superior Fresh LLC
 ADDRESSES N10512 W May Coulee Rd. Hixton, WI 54635 SITE: N11192 Co. Rd. G Osseo, WI 54758
 PHONE NO. Brandon Gottsocker 715-891-2842 COUNTY Jackson
 SITE LOCATION TOWNSHIP Northfield T 23 N, R 06 W, Sec. 18
 COUNTY OFFICE Black River Falls TELEPHONE NO. 715-284-0256

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 Toll Free
 1-800-242-8511
 TDD
 1-800-542-2289
 Website
 www.diggershotline.com



LOCATION MAP

NOTICE TO LANDOWNERS AND EXCAVATORS

Any representation made by the USDA, Natural Resources Conservation Service, or the Jackson County LCD, as to the approximate location or nonexistence of above or under ground hazards does not relieve the owner of the property or the excavator that is hired to complete construction, from notifying Diggers Hotline of the pending construction. You will be liable for damages resulting from construction activities. (Call Diggers Hotline) Ticket # _____

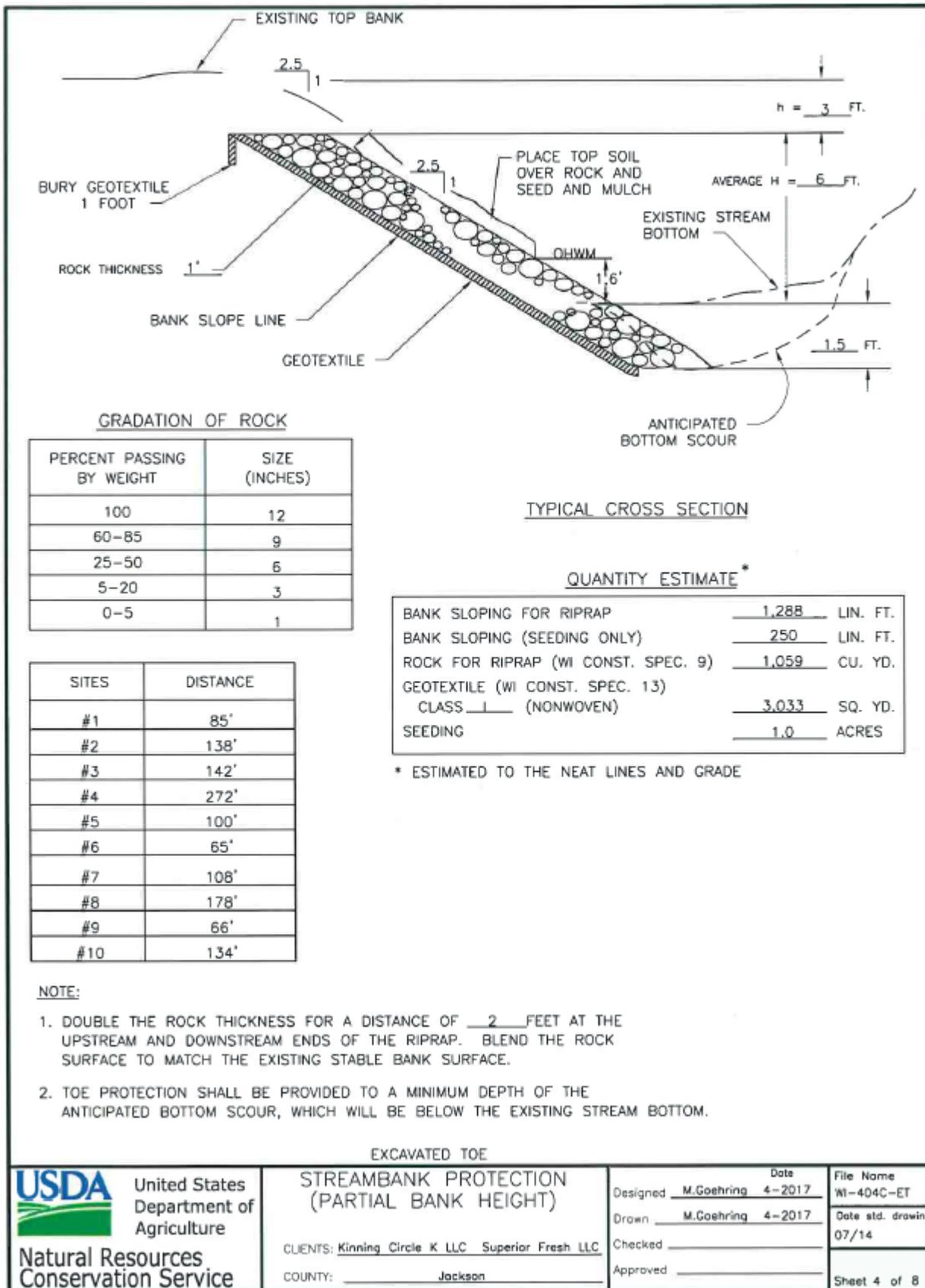
Designed by: Michael A. Goehring Date: 4-2017
 Checked by: Peter Wurzer Date: 04/2017
 Approved by: Michael Goehring Date: 4-2017
 Client: Brandon Gottsocker Date: 5/1/2017
 Client: _____ Date: _____

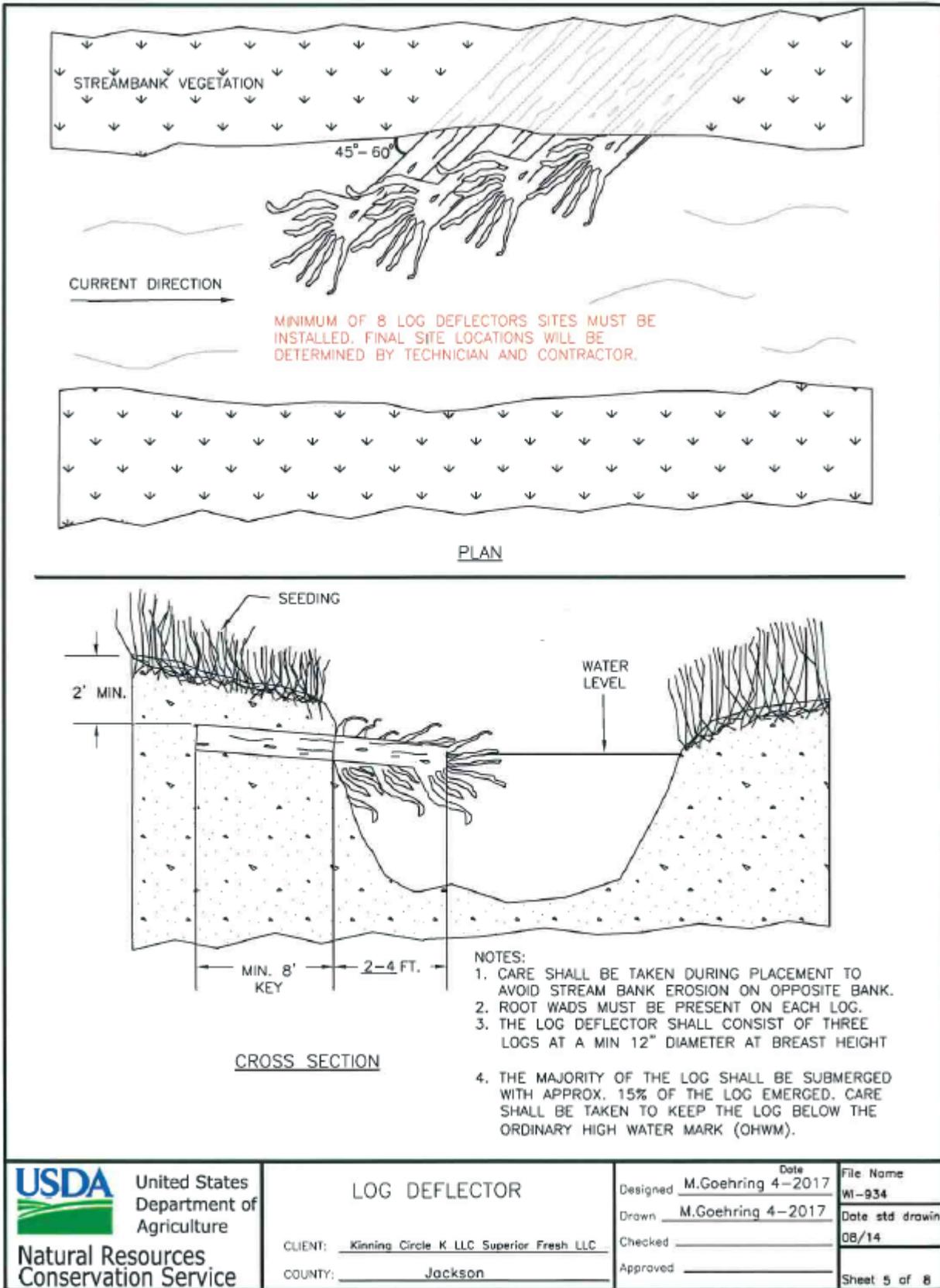
The installed practices comply with applicable NRCS technical standards and specifications. The "redlined" construction plans (as-built drawings) reflect changes made during construction.

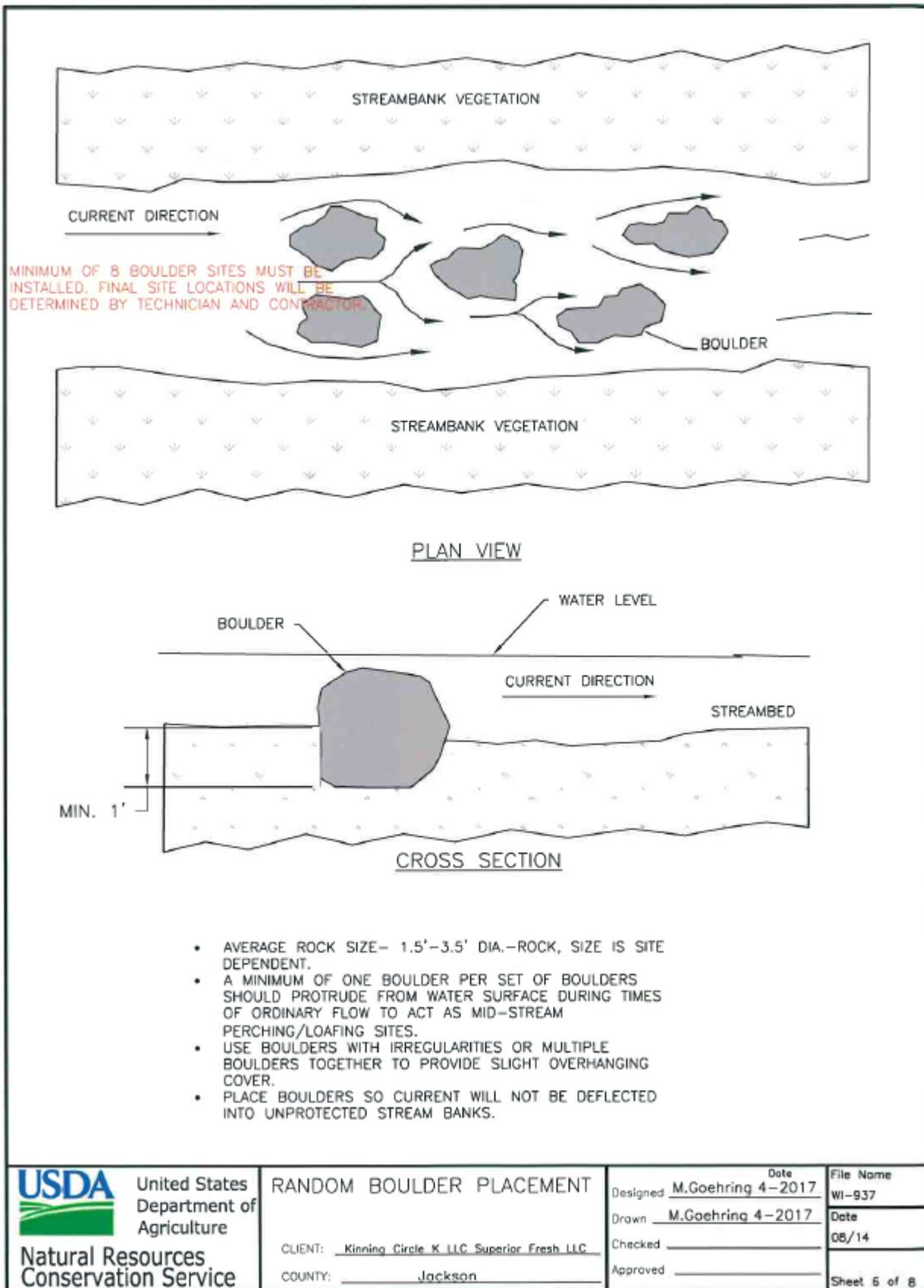
Construction Approved by: _____ Date: _____

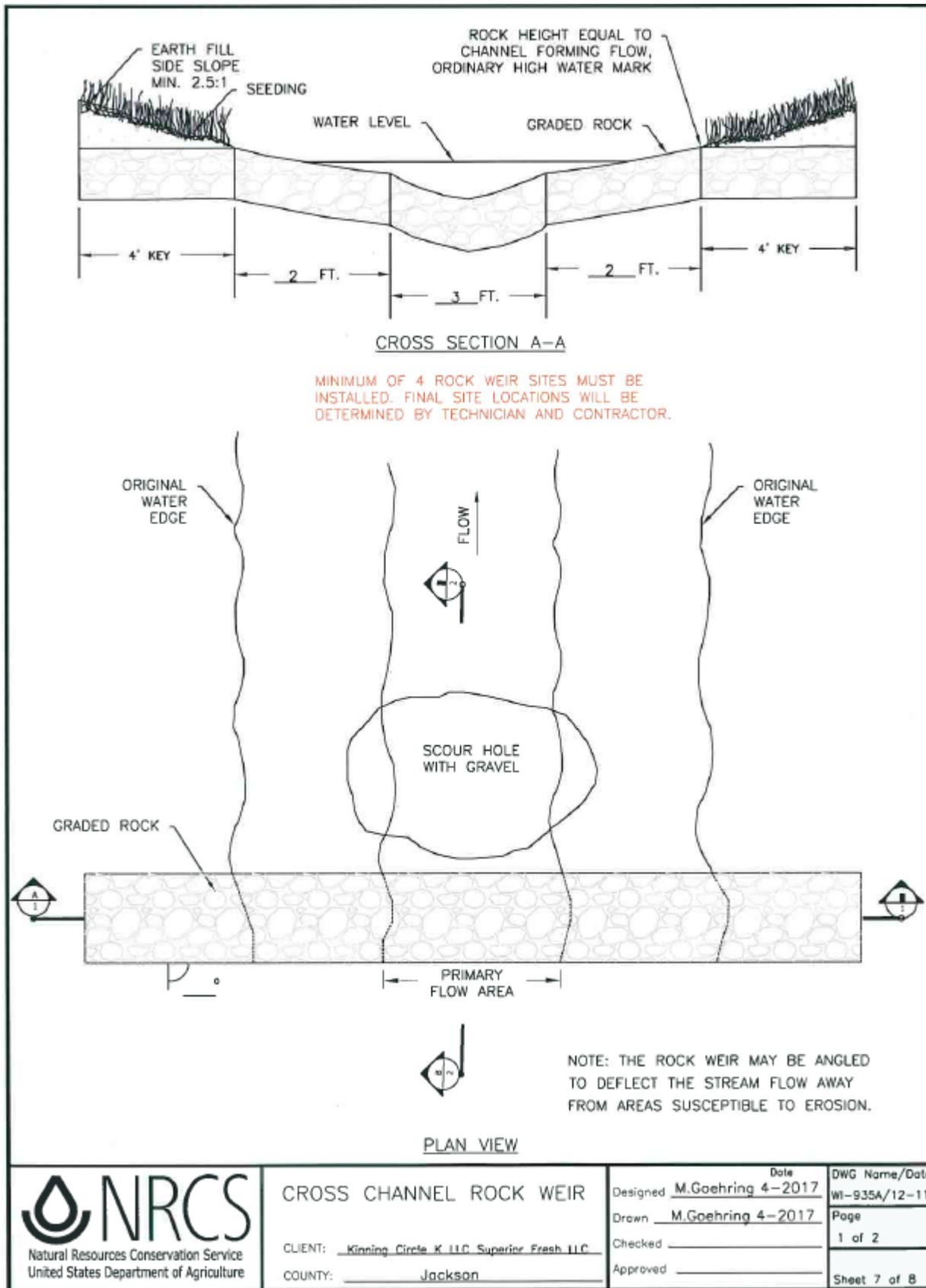
Sheet 1 of 8











SEEDING DATES

| TIME PERIOD | DATES | | TYPE OF SEEDING |
|-------------|------------|------------------------|------------------------|
| Spring | 4 - 15 | through 6 - 1 | Permanent |
| Summer | 6 - 2 | through 7 - 31 | Temporary * |
| Late Summer | 8 - 1 | through 8 - 21 | Permanent |
| Fall | 8 - 22 | through 10 - 15 | Temporary * |
| Late Fall | 11 - 1 | through snow cover | Dormant |
| Winter | snow cover | through Spring Seeding | Frost Seed Not Allowed |

MATERIALS

If no soil test is available, apply a minimum of 150 pounds of 20-10-10 fertilizer per acre. This is equivalent to 30 pounds nitrogen (N), 15 pounds phosphate (P205), and 15 pounds potash (K20) per acre. Apply two tons/ac of 80-89 lime or equivalent. (see page 2 for equivalent)

* Seed a temporary cover crop of Oats at a rate of --- pounds/acre. (2 Bushels/acre)
 A permanent seeding shall be completed during the next acceptable time period following a temporary seeding.

MINIMUM PURE LIVE SEED (PLS)¹ RATE PER ACRE AND TOTAL POUNDS OF SEED NEEDED

| SEEDING MIX | LOCATION <u>Site</u> ACRES <u>1.0</u> | SEEDING MIX _____ | LOCATION _____ ACRES _____ | | |
|---------------------------|--|-------------------|-------------------------------|------|--------|
| SPECIES | RATE | POUNDS | SPECIES | RATE | POUNDS |
| Perennial Ryegrass | 5.0lbs/Ac. | 5 | | | |
| Creeping Red Fescue | 6.0lbs/Ac. | 6 | | | |
| Annual (Italian) Ryegrass | 6.0lbs/Ac. | 6 | | | |
| Timothy | 2.0lbs/Ac. | 2 | | | |
| Switchgrass | 1.0lbs/Ac. | 1 | | | |
| Red Clover | 4.0lbs/Ac. | 4 | | | |

1. PLS = (% Germination X % Purity)

** Companion Crop

Seed mixture shall meet all requirements of the WI weed laws.
 Species identified as restricted or prohibited by law shall not be planted.
 Certified seed shall be used, and the seeding rates will be based on pure live seed.
 For dormant seedings, increase the seeds per square foot by 15%.

SEEDBED PREPARATION

Seedbed preparation shall immediately follow construction activities.
 Prepare a fine, firm seedbed to a minimum depth of three inches. A seedbed is considered firm when a footprint penetrates 1/4 to 1/2 inch deep.

SEEDING

Inoculate legumes with the specific inoculum for the species in accordance with the manufacturer's recommendations. When using a hydroseeder, five times the recommended rate of inoculant shall be added to the hydroseeder. Inoculant shall not be mixed with liquid fertilizer.

Seed may be broadcast or drilled as appropriate to the site.
 Seed, fertilize, and lime as soon as possible after construction.
 Seeding perpendicular to direction of flow is required to limit erosion.
 Seed grasses and legumes no more than 1/4 inch deep.

Consider seeding at a lower rate and making 2 passes to ensure more uniform distribution.

WI-710 Page 1 of 2



INTRODUCED SPECIES SEEDING ESTABLISHMENT

CLIENTS: Kinning Circle K LLC Superior Fresh LLC
 COUNTY: Jackson

Date
 Designed M.Goehring 4-2017
 Drawn M.Goehring 4-2017
 Checked _____
 Approved _____

File Name
 WI-710
 Date
 02/15
 Sheet 8 of 8

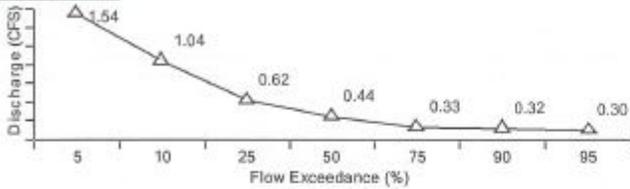
Attachment G – Phosphorus Load Delineation Report From PRESTO

PRESTO-Lite Watershed Delineation Report *discharge location*

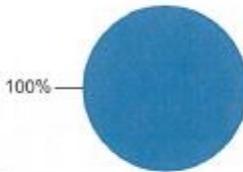
Reach ID: 200103709
 Watershed Name: Upper Pigeon Creek
 Waterbody Name: Unnamed
 HUC08: Trempealeau River
 Watershed Area: 1.34 mi²
 Average Annual Precipitation: 32.83in



Stream Flow

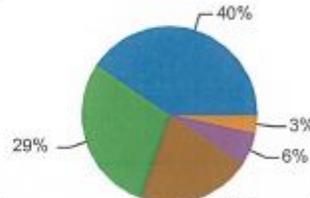


Tributary Stream Type



| Type | Length |
|---------------------|---------|
| Coldwater | 4919 ft |
| Cool-Cold Headwater | 0 ft |
| Cool-Cold Mainstem | 0 ft |
| Cold Headwater | 0 ft |
| Cold Mainstem | 0 ft |
| Large River | 0 ft |
| Macroinvertebrates | 0 ft |
| Warm Headwater | 0 ft |
| Warm Mainstem | 0 ft |

Landcover



| Type | Area |
|-------------|----------------------|
| Agriculture | 0.54 mi ² |
| Forest | 0.39 mi ² |
| Urban | 0.28 mi ² |
| Grassland | 0.08 mi ² |
| Barren | 0.05 mi ² |
| Wetland | 0.01 mi ² |

PRESTO Phosphorus Load Estimate

| | |
|---|-----------------------|
| Avg. Annual Nonpoint Phosphorous Load (80% Confidence Interval) | 880 (433 - 1,792) lbs |
| Number of Facilities (Individual Facility Information below) | 0 |
| Avg. Annual Point-source Phosphorous Load (2010 - 2012 total of all facilities) | 0lbs |
| Most Likely Point : Nonpoint Phosphorous Ratio | 0% : 100% |
| Low Estimate Point : Nonpoint Phosphorous Ratio (Adaptive Management) | 0% : 100% |

Attachment H – West Well Water Report

NORTHERN LAKE SERVICE, INC.
 Analytical Laboratory and Environmental Services
 400 North Lake Avenue - Crandon, WI 54520
 Ph: (715)-478-2777 Fax: (715)-478-3060

ANALYTICAL REPORT

WDNR Laboratory ID No. 721026460
 WDATCP Laboratory Certification No. 105-330
 EPA Laboratory ID No. WI00034

Printed: 12/06/16 Page 1 of 2

Client: North Country Clearwaters LLC
 Attn: Nick Zaccaria
 P.O. Box 85
 Blair, WI 54616

NLS Project: 270673
 NLS Customer: 105554

Project: Well Test

WW 1-9 NLS ID: 957879

COC: 190162:1 Matrix: GW
 Collected: 11/08/16 12:37 Received: 11/09/16

| Parameter | Result | Units | Dilution | LOD | LOQ | Analyzed | Method | Lab |
|--|--------|------------|----------|--------|--------|----------|---------------------|-----------|
| Alkalinity, tot. as CaCO3 (unfiltered) | 25 | mg/L | 1 | 1.0 | 2.0 | 11/11/16 | 2320 B-1997 | 721026460 |
| Aluminum, tot. recoverable as Al by ICP-MS | 0.13 | mg/L | 1 | 0.025* | 0.050* | 11/25/16 | EPA 200.8, Rev 5.4 | 721026460 |
| Arsenic, tot. recoverable as As by ICP-MS | ND | ug/L | 1 | 1.0* | 2.0* | 11/25/16 | EPA 200.8, Rev 5.4 | 721026460 |
| Barium, tot. recoverable as Ba by ICP-MS | 1.2 | ug/L | 1 | 0.25* | 0.50* | 11/25/16 | EPA 200.8, Rev 5.4 | 721026460 |
| Beryllium, tot. recoverable as Be by ICP-MS | ND | ug/L | 1 | 0.25* | 0.50* | 11/25/16 | EPA 200.8, Rev 5.4 | 721026460 |
| Cadmium, tot. recoverable as Cd by ICP-MS | ND | ug/L | 1 | 0.25* | 0.50* | 11/25/16 | EPA 200.8, Rev 5.4 | 721026460 |
| Calcium, tot. recoverable as Ca by ICP-MS | 9.7 | mg/L | 1 | 0.15* | 0.30* | 11/25/16 | EPA 200.8, Rev 5.4 | 721026460 |
| Chloride, as Cl (unfiltered) | ND | mg/L | 1 | 2.5 | 5.0 | 11/09/16 | SW846 9056 | 721026460 |
| Chromium, tot. recoverable as Cr by ICP-MS | [0.73] | ug/L | 1 | 0.50* | 1.0* | 11/25/16 | EPA 200.8, Rev 5.4 | 721026460 |
| E.coli by Enzymatic Substrate | ND | MPN/100mls | 1 | 1.0* | | 11/09/16 | SM 9223-B 20ed | 105330 |
| Copper, tot. recoverable as Cu by ICP-MS | [1.7] | ug/L | 1 | 1.0* | 2.0* | 11/25/16 | EPA 200.8, Rev 5.4 | 721026460 |
| Salinity | 0.90 | unitless | 1 | | | 12/02/16 | SM 2520 | 721026460 |
| Hardness, tot. recoverable as CaCO3 (calc/unfilt/cpms) | 39 | mg/L | 1 | 1.0* | 2.0* | 11/25/16 | EPA 200.8, Rev 5.4 | 721026460 |
| Iron, tot. recoverable as Fe by ICP-MS | 0.16 | mg/L | 1 | 0.018* | 0.064* | 11/25/16 | EPA 200.8, Rev 5.4 | 721026460 |
| Lead, tot. recoverable as Pb by ICP-MS | ND | ug/L | 1 | 0.25* | 0.50* | 11/25/16 | EPA 200.8, Rev 5.4 | 721026460 |
| Magnesium, tot. recoverable as Mg by ICP-MS | 3.7 | mg/L | 1 | 0.15* | 0.30* | 11/25/16 | EPA 200.8, Rev 5.4 | 721026460 |
| Manganese, tot. recoverable as Mn by ICP-MS | 8.6 | ug/L | 1 | 1.0* | 2.0* | 11/25/16 | EPA 200.8, Rev 5.4 | 721026460 |
| Nickel, tot. recoverable as Ni by ICP-MS | 3.1 | ug/L | 1 | 0.50* | 1.0* | 11/25/16 | EPA 200.8, Rev 5.4 | 721026460 |
| Nitrogen, ammonia as N (unfiltered) | ND | mg/L | 1 | 0.025 | 0.075 | 11/15/16 | 4500-NH3 G-1997 | 721026460 |
| Nitrate as N, corr. for NO2 (unfilt) | 0.30 | mg/L | 1 | 0.050 | 0.10 | 11/09/16 | SW846 9056 | 721026460 |
| Nitrogen, nitrite as N | ND | mg/L | 1 | 0.050* | 0.10* | 11/09/16 | EPA 300.0, Rev 2.1 | 721026460 |
| Phosphorus, tot. as P | 0.59 | mg/L | 1 | 0.017 | 0.050 | 11/14/16 | 4500-P F-1999 | 721026460 |
| Phosphorus, tot. dis. as P | 0.59 | mg/L | 2 | 0.014* | | 12/06/16 | 4500-P E-1999 | 721026460 |
| Potassium, tot. recoverable as K by ICP-MS | 1.1 | mg/L | 1 | 0.15* | 0.30* | 11/25/16 | EPA 200.8, Rev 5.4 | 721026460 |
| Selenium, tot. recoverable as Se by ICP-MS | ND | ug/L | 1 | 2.0* | 4.0* | 11/25/16 | EPA 200.8, Rev 5.4 | 721026460 |
| Silver, tot. recoverable as Ag by ICP-MS | ND | ug/L | 1 | 0.25* | 0.50* | 11/25/16 | EPA 200.8, Rev 5.4 | 721026460 |
| Sodium, tot. recoverable as Na by ICP | 2.0 | mg/L | 1 | 0.15 | 0.30 | 11/15/16 | SW846 6010 | 721026460 |
| Solids, tot. dis. (TDS) | 36 | mg/L | 1 | 2.0* | | 11/15/16 | 2540 C-1997 | 721026460 |
| Solids, tot. susp. (TSS) | 5.0 | mg/L | 1 | 1.0* | | 11/10/16 | 2540 D-1997 | 721026460 |
| Sulfate, as SO4 (unfiltered) | 16 | mg/L | 1 | 2.5 | 5.0 | 11/09/16 | SW846 9056 | 721026460 |
| Sulfur, tot. recoverable as S by ICP | 5.6 | mg/L | 1 | 0.25 | 0.75 | 11/15/16 | SW846 6010 | 721026460 |
| Sulfur is run as a non-compliance analyte. | | | | | | | | |
| Vanadium, tot. recoverable as V by ICP-MS | [1.5] | ug/L | 1 | 1.0* | 2.0* | 11/25/16 | EPA 200.8, Rev 5.4 | 721026460 |
| Zinc, tot. recoverable as Zn by ICP-MS | 31 | ug/L | 1 | 5.0* | 10* | 11/25/16 | EPA 200.8, Rev 5.4 | 721026460 |
| Lab filtration | yes | | | | | 12/05/16 | NA | 721026460 |
| Lab filtration for TDS | yes | | | | | 11/15/16 | EPA 160.1 | 721026460 |
| Metals digestion - tot. recov. ICP | yes | | | | | 11/11/16 | SW846 3005M | 721026460 |
| Metals digestion - tot. recov. ICP-MS | yes | | | | | 11/23/16 | EPA 200.8M, Rev 5.4 | 721026460 |
| GRO (water) | ND | mg/L | 1 | 0.0057 | 0.018 | 11/21/16 | WI(95)GRO Sept 95 | 721026460 |
| spike-100%, duplicate-97%, surrogate-90% | | | | | | | | |
| DRO (water) | ND | mg/L | 1 | 0.023 | 0.077 | 11/21/16 | WI(95)DRO Sept 95 | 721026460 |
| spike-98%, duplicate-98%, surrogate-107% | | | | | | | | |
| Organics Extraction (DRO WATER) | yes | | | | | 11/14/16 | WI(95)DRO Sept 95 | 721026460 |

NORTHERN LAKE SERVICE, INC.
 Analytical Laboratory and Environmental Services
 400 North Lake Avenue - Crandon, WI 54520
 Ph: (715)-478-2777 Fax: (715)-478-3060

ANALYTICAL REPORT

WDNR Laboratory ID No. 721026460
 WDATCP Laboratory Certification No. 105-330
 EPA Laboratory ID No. WI00034

Printed: 12/06/16 Page 2 of 2

Client: North Country Clearwaters LLC
 Attn: Nick Zaccaria
 P.O. Box 85
 Blair, WI 54616

NLS Project: 270673
 NLS Customer: 105554

Project: Well Test

EW 1 NLS ID: 957880

COC: 190162:9 Matrix: GW
 Collected: 11/08/16 12:40 Received: 11/09/16

| Parameter | Result | Units | Dilution | LOD | LOQ | Analyzed | Method | Lab |
|-------------------------------|--------|------------|----------|------|-----|----------|----------------|--------|
| E.coli by Enzymatic Substrate | ND | MPN/100mls | 1 | 1.0* | | 11/09/16 | SM 9223-B 20ed | 105330 |

Values in brackets represent results greater than or equal to the LOD but less than the LOQ and are within a region of "Less-Certain Quantitation". Results greater than or equal to the LOQ are considered to be in the region of "Certain Quantitation". LOD and/or LOQ tagged with an asterisk(*) are considered Reporting Limits. All LOD/LOQs adjusted to reflect dilution and/or solids content.

ND = Not Detected (< LOD) LOD = Limit of Detection LOQ = Limit of Quantitation NA = Not Applicable
 DWB = Dry Weight Basis %DWB = (mg/kg DWB) / 10000 1000 ug/L = 1 mg/L
 MCL = Maximum Contaminant Levels for Drinking Water Samples. Shaded results indicate >MCL.

Reviewed by:



Authorized by:
 R. T. Krueger
 President

Attachment I – Operation and Maintenance Plan Monthly Streambank Inspection Report

OPERATION AND MAINTENANCE PLAN
STREAMBANK AND SHORELINE PROTECTION – CODE 580

Landowner:
Ivan "Butch" Kinning
Kinning Circle K LLC.
Location:
Timber Creek

Operator:
Brandon Gottsacker
Prepared by: Superior Fresh LLC. Date: 5-25-17

Operation and Maintenance Activities

Operation and Maintenance (O&M) is necessary for conserving streambanks and shorelines, as stated in NRCS Code 580. The items listed below will be completed by Superior Fresh, LLC. in efforts to maintain the streambanks and quality of Timber Creek.

Superior Fresh, LLC. perpetually agrees to complete the following O&M activities for as long as Superior Fresh, LLC. receives phosphorus credits for the streambank restoration project:

1. Check all rock riprap sections and other structural sections for accelerated weathering and displacement.
2. Remove all live trees growing in and around the riprap, logs, garbage, or other debris.
3. Maintain growth of proper vegetation, which includes reseeding, fertilization, and herbicide applications when necessary.
4. Significant settlements, sinkholes, holes from burrowing rodents, or gullies along the streambank should be investigated and repaired.
5. Maintained installed fences to control access.
6. Control livestock in all areas along the creek and repair any damages.
7. Repair any vandalism, vehicular, or farming equipment damages.
8. Complete monthly streambank inspections and also inspections after heavy rain events.

Operator's Signature  Date: 5-25-17

Conservationist's Signature  Date: 5-25-2017
Jackson County Engineering Specialist

Monthly Streambank Inspection Checklist
For
Timber Creek Streambank Restoration Site

| | Yes | No |
|--|--------------------------|--------------------------|
| 1. Do the riprap, plantings, and/or log deflectors show any signs of displacement or damage? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Are there any logs, trees, driftwood, or other debris lodged in or near the riprap? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Is there any sloughing, erosion, or damage to vegetative cover? | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. If fences are installed, are there any damaged areas allowing access from livestock? | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Are there any signs of livestock damage or burrowing rodents along the banks? | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Are there any other areas of concern? | <input type="checkbox"/> | <input type="checkbox"/> |

ATTENTION: If inspector checks “YES” to any of the conditions above then he/she must take corrective action measures to address the area of concern.

Corrective Action Description:

Certification statement: I certify that management practices identified in the approved water quality trading plan as the source of pollutant reduction credits are installed, established, and properly maintained.

INSPECTOR NAME _____

SIGNATURE _____

DATE _____

Attachment J – Management Practice Registration Documentation

*Complete and Add when restoration is complete and established

State of Wisconsin
 Department of Natural Resources
 101 South Webster Street
 Madison WI 53707-7921
 dnr.wi.gov

Water Quality Trading Management Practice Registration
 Form 3400-207 (R 1/14)

Notice: Pursuant to s. 283.84, Wis. Stats., this form must be completed by any WPDES permittee that is using water quality trading as a method of complying with a permit limitation. Failure to complete this form would not result in penalties. Personal information collected will be used for administrative purposes and may be provided to requesters to the extent required by Wisconsin's Open Records Law (ss. 19.31 - 19.39, Wis. Stats.).

| Applicant Information | | | | |
|--------------------------------------|---------|---------------|----------------------|----------------|
| Permittee Name | | Permit Number | Facility Site Number | |
| | | WI- | | |
| Facility Address | | | City | State ZIP Code |
| | | | | |
| Project Contact Name (if applicable) | Address | | City | State ZIP Code |
| | | | | |
| Project Name | | | | |

| Broker/Exchange Information (if applicable) | | |
|---|--------------|--------------|
| Was a broker/exchange be used to facilitate trade? <input type="radio"/> Yes <input type="radio"/> No | | |
| Broker/Exchange Organization Name | | Contact Name |
| | | |
| Address | Phone Number | Email |
| | | |

| Trade Registration Information (Use a separate form for each trade agreement) | | | | | |
|--|------------------------------|------------------------------------|----------------------------|-------------|--------------------------|
| Type | Trade Agreement Number | Practices Used to Generate Credits | Anticipated Load Reduction | Trade Ratio | Method of Quantification |
| <input type="radio"/> Urban NPS <input type="radio"/> Agricultural NPS <input type="radio"/> Other | | | | | |
| County | Closest Receiving Water Name | Land Parcel ID(s) | Parameter(s) being traded | | |
| | | | | | |

The preparer certifies all of the following:

- I have completed this document to the best of my knowledge and have not excluded pertinent information.
- I certify that the information in this document is true to the best of my knowledge.

| | |
|-----------------------|-------------|
| Signature of Preparer | Date Signed |
| | |

Authorized Representative Signature
 I certify under penalty of law that this document and all attachments were prepared under my direction or supervision. Based on my inquiry of those persons directly responsible for gathering and entering the information, the information is, to the best of my knowledge and belief, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

| | |
|--|-------------|
| Signature of Authorized Representative | Date Signed |
| | |

| Leave Blank – For Department Use Only | | |
|---|---------------------|-----------------------------|
| Date Received | Trade Docket Number | |
| | | |
| Entered in Tracking System <input type="checkbox"/> Yes | Date Entered | Name of Department Reviewer |
| | | |

Attachment K – WQT Trade Agreement No. 1 with Landowner**ACCESS AGREEMENT**

This Agreement (hereinafter this “Agreement”) is entered into as of the ^{9th} day of May, 2017, by and between Kinning Circle K, LLC, a Wisconsin limited liability company (hereinafter called “Kinning”), and Superior Fresh LLC, a Wisconsin limited liability company (hereinafter called “Superior Fresh”).

RECITALS

Kinning owns certain property in the Town of Northfield, Jackson County, Wisconsin, that includes Timber Creek. The groundwater on the property owned by Superior Fresh has naturally occurring high concentrations of phosphorous in it so that high levels of phosphorous have been detected in Timber Creek. Superior Fresh has requested and Kinning has agreed to provide an access easement for Superior Fresh to access Timber Creek. Kinning and Superior Fresh enter into this Agreement for the purpose of memorializing their respective rights and obligations with regard to this Agreement and the access easement granted hereunder.

TERMS & CONDITIONS

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Access Easement. Kinning hereby grants to Superior Fresh and its owners, employees, and agents, a perpetual, non-exclusive access easement across the property described in Exhibit A (hereinafter called the “Property”), which is attached hereto and incorporated herein by this reference, for Superior Fresh to access Timber Creek. This right of access shall include the right, but not the obligation, of Superior Fresh and its owners, employees, and agents to restore the stream bank along Timber Creek, including but not limited to depositing rip rap, soil and other materials along the stream bank to reduce, minimize or prevent soil erosion; to take reasonable actions intended to reduce the amount of phosphorous entering Timber Creek; and to inspect and repair as needed the soil, rip rap, and other materials along the stream bank. For this purpose, Superior Fresh shall also have the right of ingress and egress across adjoining property of Kinning to access other portions of Timber Creek to pursue the rights of Superior Fresh set forth hereinabove.

2. Indemnification of Superior Fresh. Kinning hereby covenants and agrees to indemnify and hold Superior Fresh harmless from any personal injury or property damage sustained by Superior Fresh while on the Property but only if such personal injury or property damage results directly from Kinning’s presence on the Property at the time of such injury or property damage. In addition, Kinning agrees to be solely responsible for repairing rip rap and other stream bank improvements made by Superior Fresh along Timber Creek, including but not limited to the cost thereof, in the event the need for such repair arises from Kinning or its employees or agents being on the Property.

3. Expenses; Phosphorous Credits. Subject to the indemnification obligation hereinabove set forth, Superior Fresh shall be solely responsible for all expenses incurred by Superior Fresh in pursuing the rights granted under Section 1 of this Agreement and Superior Fresh shall be the sole owner of all phosphorous reduction or trading credits, and environmental mitigation credits resulting from Superior Fresh's exercise of the rights granted under Section 1 of this Agreement.

4. Recording. Kinning hereby consents to Superior Fresh recording this Agreement, or a memorandum of this Agreement, in the office of the register of deeds in and for Jackson County, Wisconsin.

5. Setbacks. Kinning covenants and agrees that Kinning shall not, within fifteen (15) feet of the top of the slope of the banks along Timber Creek: (i) allow cattle or other animals to graze, or otherwise feed such animals; (ii) plant, grow or harvest crops; (iii) spread manure or apply other fertilizers; or (iv) make improvements to the Property. In the event Kinning breaches the covenant described hereinabove, Kinning shall pay and be solely responsible for the cost of repairing any damage resulting therefrom, and shall pay and be solely responsible for any penalties imposed by any governmental or regulatory authority as a result of such breach.

6. Miscellaneous.

a. Entire Agreement. This Agreement entered into between the parties hereto constitutes the entire agreement between the parties hereto in respect to the subject matter hereof. Any prior negotiations, agreements or understandings between the parties hereto in respect to the subject matter hereof are merged into and superseded by this Agreement. No provision of this Agreement may be amended or added to except by an instrument in writing of equal formality signed by all of the parties hereto.

b. Paragraph and Other Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe any of its provisions.

c. Time of Essence. Time shall be considered of the essence in construing the provisions of this Agreement.

d. Notices. All notices and reports required hereunder shall be in writing and shall be deemed given when mailed by certified or registered mail, addressed as respectively indicated or to such other addresses as shall be indicated by a notice hereunder:

TO: Kinning Circle K, LLC
Attn: Ivan Kinning
N11192 County Road G
Osseo, WI 54758

TO: Superior Fresh LLC
Attn: Brandon Gottsacker

N10512 May Coulee Rd.
Hixton, WI 54635

The parties may, by notice as provided above, designate another or different address to which notice shall be given and all notices shall thereafter be sent to such party at the address so established. If notice is given by mail, the date of mailing shall be considered the date such notice is delivered.

e. **Non-Waiver.** No failure on the part of either party to exercise and no delay in exercising any right or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by a party of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right.

f. **Authority.** The undersigned each warrant that they have been duly authorized to execute this Agreement.

g. **Recitals as Part of Agreement.** The Recitals are hereby incorporated in this Agreement, constitute a part of this Agreement, and are made a part of this Agreement as fully and completely as if set out herein in their entireties.

h. **Governing Law.** This Agreement shall be construed exclusively in accordance with and governed exclusively by the laws of the State of Wisconsin.

i. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall be one and the same instrument.

j. **Binding Effect.** The provisions of this Agreement shall be binding upon and inure to the benefit of each of the parties and their respective successors and assigns.

k. **Construction Against Drafter.** It is acknowledged that each of the parties have had substantial input individually, and by their attorneys, into the drafting of this Agreement. It is, therefore, agreed that this Agreement shall not be construed for or against either of the parties based upon the drafter of the ultimate Agreement.

IN WITNESS WHEREOF, this Agreement shall take effect as of the date first set forth hereinabove.

KINNING CIRCLE K, LLC

By: Ivan E. Kinning
Ivan E. Kinning, Member

By: Sonja K. Kinning
Sonja K. Kinning, Member

SUPERIOR FRESH LLC

By: Brandon C. Gottacker
Brandon C. Gottacker, C.O.O.

STATE OF WISCONSIN)
) SS
Jackson COUNTY)

Personally came before me this 9 day of May, 2017, the above-named Ivan E. Kinning and Sonja K. Kinning, to me known to be the people who executed the foregoing Instrument and acknowledged the same.

Kylie Gappa
Kylie Gappa, Notary Public
Jackson County, Wisconsin
My Commission is permanent. (If not, state expiration date: March 2, 2021)



STATE OF WISCONSIN)
) SS
Jackson COUNTY)

Personally came before me this 9 day of May, 2017, the above-named Brandon C. Gottsacker, to me known to be the person who executed the foregoing Instrument and acknowledged the same.

Kylie Gappa
Kylie Gappa, Notary Public
Jackson County, Wisconsin
My Commission is permanent. (If not, state expiration date: March 2, 2017)



THIS INSTRUMENT WAS DRAFTED BY:
Attorney Terrence J. Madden

EXHIBIT A

Legal Description

The NW¼ of the NE¼ in Section 18, Township 23 North, Range 6 West, Town of Northfield, Jackson County, Wisconsin, EXCEPT that portion lying West of County Highway "G".

The SW¼ of the NE¼ in Section 18, Township 23 North, Range 6 West, Town of Northfield, Jackson County, Wisconsin, EXCEPT commencing at the Southwest corner thereof; thence East 15 rods; thence northwesterly to the Northwest corner of SW¼ of the NE¼; thence South to the point of beginning.

Attachment L – Water Quality Trading Checklist

State of Wisconsin
 Department of Natural Resources
 101 South Webster Street
 Madison WI 53707-7921
 dnr.wi.gov

Water Quality Trading Checklist
 Form 3400-208 (1/14) Page 1 of 3

Notice: Pursuant to s. 283.84, Wis. Stats., this form must be completed by any WPDES permittee that intends to pursue pollutant trading as a method of complying with a permit limitation. Failure to complete this form would not result in penalties. Personal information collected will be used for administrative purposes and may be provided to requesters to the extent required by Wisconsin's Open Records Law (ss. 19.31 - 19.39, Wis. Stats.).

| Applicant Information | | | | |
|---|--|--|--------------------------------------|--------------------------|
| Permittee Name Superior Fresh LLC | | Permit Number WI- 0065200-01 | Facility Site Number 48469 | |
| Facility Address N10512 May Coulee Rd | | | City Northfield | State WI |
| | | | ZIP Code 54635 | |
| Project Contact Name (if applicable) Brandon Gottsacker | Address N10512 May Coulee Rd | City Hixton | State WI | ZIP Code 54635 |
| Project Name Superior Fresh Water Quality Trading | | | | |
| Receiving Water Name Pigeon Creek | Parameter(s) being traded Phosphorus | HUC 12(s) 070400050101 | | |

| Credit Generator Information | |
|--|---|
| Credit generator type (select all that apply): | <input type="checkbox"/> Permitted Discharge (non-MS4CAFO) <input type="checkbox"/> Urban nonpoint source discharge <input type="checkbox"/> Permitted MS4 <input checked="" type="checkbox"/> Agricultural nonpoint source discharge <input type="checkbox"/> Permitted CAFO <input type="checkbox"/> Other - Specify: _____ |
| Are any of the credit generators in a different HUC 12 than the applicant? | <input type="radio"/> Yes; HUC 12: _____ <input checked="" type="radio"/> No |
| Are any of the credit generators downstream of the applicant? | <input checked="" type="radio"/> Yes <input type="radio"/> No |
| Will a broker/exchange be used to facilitate trade? | <input type="radio"/> Yes (include description and contact information in WQT plan) <input checked="" type="radio"/> No |

| Point to Point Trades (Traditional Municipal / Industrial, MS4, CAFO) | |
|---|---|
| Are each of the point source credit generators identified in this section in compliance with their WPDES permit requirements? | <input type="radio"/> Yes <input type="radio"/> No |

| Discharge Type | Permit Number | Name | Contact Information | Trade Agreement Number |
|--|---------------|------|---------------------|------------------------|
| <input type="radio"/> Traditional <input type="radio"/> MS4 <input type="radio"/> CAFO | | | | |
| <input type="radio"/> Traditional <input type="radio"/> MS4 <input type="radio"/> CAFO | | | | |
| <input type="radio"/> Traditional <input type="radio"/> MS4 <input type="radio"/> CAFO | | | | |
| <input type="radio"/> Traditional <input type="radio"/> MS4 <input type="radio"/> CAFO | | | | |
| <input type="radio"/> Traditional <input type="radio"/> MS4 <input type="radio"/> CAFO | | | | |

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| Point to Point Trades (Traditional Municipal / Industrial, MS4, CAFO) cont. | | |
|--|--|--------------|
| Does plan have a narrative that describes: | | Plan Section |
| a. Summary of discharge and existing treatment including optimization | <input type="radio"/> Yes <input type="radio"/> No | |
| b. Amount of credit being generated | <input type="radio"/> Yes <input type="radio"/> No | |
| c. Timeline for credits and agreements | <input type="radio"/> Yes <input type="radio"/> No | |
| d. Method for quantifying credits | <input type="radio"/> Yes <input type="radio"/> No | |
| e. Tracking and verification procedures | <input type="radio"/> Yes <input type="radio"/> No | |
| f. Location of credit generator in proximity to receiving water and credit user | <input type="radio"/> Yes <input type="radio"/> No | |
| g. Other: _____ | <input type="radio"/> Yes <input type="radio"/> No | |

| Point to Nonpoint Trades (Non-Permitted Urban, Agricultural, Other) | | | | |
|---|---------------------------------------|--|---|--|
| Discharge Type | Practices Used to Generate Credits | Method of Quantification | Trade Agreement Number | Have the practice(s) been formally registered? |
| <input type="radio"/> Urban NPS <input checked="" type="radio"/> Agricultural NPS <input type="radio"/> Other | Streambank Restoration and Protection | NRCS Soil Erosion Estimator, Soil Samples, | Agreement Number 1. | <input type="radio"/> Yes <input checked="" type="radio"/> No <input type="radio"/> Only in part |
| <input type="radio"/> Urban NPS <input type="radio"/> Agricultural NPS <input type="radio"/> Other | | | Agreement with landowner-Kinning Circle K LLC | <input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Only in part |
| <input type="radio"/> Urban NPS <input type="radio"/> Agricultural NPS <input type="radio"/> Other | | | | <input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Only in part |
| <input type="radio"/> Urban NPS <input type="radio"/> Agricultural NPS <input type="radio"/> Other | | | | <input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Only in part |
| <input type="radio"/> Urban NPS <input type="radio"/> Agricultural NPS <input type="radio"/> Other | | | | <input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Only in part |
| <input type="radio"/> Urban NPS <input type="radio"/> Agricultural NPS <input type="radio"/> Other | | | | <input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Only in part |
| <input type="radio"/> Urban NPS <input type="radio"/> Agricultural NPS <input type="radio"/> Other | | | | <input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Only in part |
| <input type="radio"/> Urban NPS <input type="radio"/> Agricultural NPS <input type="radio"/> Other | | | | <input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Only in part |

| Does plan have a narrative that describes: | | Plan Section |
|--|---|--------------|
| a. Description of existing land uses | <input checked="" type="radio"/> Yes <input type="radio"/> No | 3.1 |
| b. Management practices used to generate credits | <input checked="" type="radio"/> Yes <input type="radio"/> No | 3.3 |
| c. Amount of credit being generated | <input checked="" type="radio"/> Yes <input type="radio"/> No | 4.3 |
| d. Description of applicable trade ratio per agreement/management practice | <input checked="" type="radio"/> Yes <input type="radio"/> No | 4.1 |
| e. Location where credits will be generated | <input checked="" type="radio"/> Yes <input type="radio"/> No | 3.1 |
| f. Timeline for credits and agreements | <input checked="" type="radio"/> Yes <input type="radio"/> No | 5.1 |
| g. Method for quantifying credits | <input checked="" type="radio"/> Yes <input type="radio"/> No | 4.3 |

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| Does plan have a narrative that describes: | | Plan Section |
|---|---|--------------|
| h. Tracking procedures | <input checked="" type="radio"/> Yes <input type="radio"/> No | 6 |
| i. Conditions under which the management practices may be inspected | <input checked="" type="radio"/> Yes <input type="radio"/> No | 6.1 |
| j. Reporting requirements should the management practice fail | <input checked="" type="radio"/> Yes <input type="radio"/> No | 6.3 |
| k. Operation and maintenance plan for each management practice | <input checked="" type="radio"/> Yes <input type="radio"/> No | 6.2 |
| l. Location of credit generator in proximity to receiving water and credit user | <input checked="" type="radio"/> Yes <input type="radio"/> No | 2.2 |
| m. Practice registration documents, if available | <input checked="" type="radio"/> Yes <input type="radio"/> No | Attachment I |
| n. History of project site(s) | <input checked="" type="radio"/> Yes <input type="radio"/> No | 3.1 |
| o. Other: _____ | <input type="radio"/> Yes <input type="radio"/> No | N/A |

The preparer certifies all of the following:

- I am familiar with the specifications submitted for this application, and I believe all applicable items in this checklist have been addressed.
- I have completed this document to the best of my knowledge and have not excluded pertinent information.
- I certify that the information in this document is true to the best of my knowledge.

Signature of Preparer

Andres Meneses

Date Signed

6/29/17

Authorized Representative Signature

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision. Based on my inquiry of those persons directly responsible for gathering and entering the information, the information is, to the best of my knowledge and belief, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Signature of Authorized Representative

Bush J. Head

Date Signed

6/30/2017

Attachment M – Photos of Timber Creek prior to Restoration









