

From: WENDELL WOSNER

Re: Groundwater Use Restriction  
GIS Registry Data

Site Name/Address:

Reedsburg Concrete  
134 Eagle Street  
Reedsburg

BRRTS #:

03 57 000455

Date of Closure Decision: old. 3-15-01

April 10 2000

- Off-site Contamination
- Right-of-way Contamination DNR Bike Trail

Packet Contains:

1. Closure Letter
2.  Conditional closure letter 4/12/00
3. All property deeds with 140 ES exceedances 3, (1 DNR, 1 RR)
4. Metes/bounds legal description (certified survey) ?
5. Tax parcel number ?
6. GPS data for each affected property
7.  General location map
8.  Detailed location map, showing all parcels affected by 140 ES exceedances, property boundaries, buildings, etc.
9.  Latest map showing gw flow direction, MW, potable wells. [optional: Isoconcentration maps of compounds => ES]
10. Latest map showing extent or outline of contamination plume and gw flow direction
11.  Latest table of analytical results
12.  Geologic cross section

X = 518866  
Y = 339969



## State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

Tommy G. Thompson, Governor  
George E. Meyer, Secretary  
Ruthe E. Badger, Regional Director

South Central Region Headquarters  
3911 Fish Hatchery Road  
Fitchburg, Wisconsin 53711-5397  
Telephone 608-275-3266  
FAX 608-275-3338  
TDD 608-275-3231

April 12, 2000

File Ref: 03-57-000455

Mr Bob Brown  
Baraboo Concrete  
PO Box 130  
Baraboo, WI 53913

Subject: Conditional Closure, Reedsburg Concrete, 134 Eagle Street, Reedsburg

Dear Mr. Brown:

On April 10, 2000, the South Central Region Closure Committee reviewed your request for closure of the case described above. This committee reviews environmental remediation cases for compliance with state rules and statutes to maintain consistency in the closure of these cases. After careful review of the closure request, the Closure Committee has determined that the petroleum contamination on the site from the vicinity of the former underground storage tank appears to have been investigated and actively remediated to the extent practicable under site conditions. Your case will be closed under s. NR 726.05, Wisconsin Administrative Code, if the following conditions are satisfied:

1. **MONITORING WELL ABANDONMENT** The monitoring wells at the site and neighboring properties must be properly abandoned in compliance with ch. NR 141, Wis. Adm. Code, unless long term groundwater monitoring is going to be conducted. If monitoring wells will not be immediately abandoned because future groundwater monitoring is planned, you will need to notify me of your monitoring plans in order to qualify for case closure. Documentation of well abandonment must be submitted to me on forms provided by the Department of Natural Resources.
2. **GROUNDWATER USE RESTRICTION** Section NR 726.05(2)(b), Wis. Adm. Code, provides that if groundwater contamination still exceeds NR 140 enforcement standards when a closure request is submitted, a case may only be closed if a groundwater use restriction is recorded for each property where enforcement standards are exceeded (including street or highway rights-of-way). Therefore, recording the required groundwater use restriction is an option that the Department can offer to you in order to close this case. If you choose not to accept this option, you may be required to conduct additional groundwater monitoring and may choose to perform additional investigation and cleanup of the remaining contamination in order to qualify for unconditional closure. However, you should note that additional investigation or cleanup work may not be eligible for reimbursement from the Petroleum Environmental Cleanup Fund Award (PECFA) Program. You should contact the Department of Commerce to determine if the additional work will be eligible for reimbursement.

If you choose to pursue closure with a groundwater use restriction, you will need to submit a draft groundwater use restriction to me before the document is signed and recorded. I have enclosed a model groundwater use restriction for your use. To assist us in the review of your draft groundwater use restriction document, you should submit a copy of the property deed or deeds to me along with the draft document. Once DNR has checked your draft document for completeness, you should sign it if you own the property, or have the appropriate property owner sign it, and have it recorded at the Sauk County Register of Deeds Office, and then submit a copy of the recorded document, with the

*Quality Natural Resources Management  
Through Excellent Customer Service*



recording information stamped on it, to me. Please be aware that if a groundwater use restriction is recorded for the wrong property because of an inaccurate legal description that you have provided, you will be responsible for recording corrected documents at the Register of Deeds Office to correct the problem.

In correspondence dated September 29, 1999, the issue of a groundwater use restriction for the property where monitoring well MW-5 was located was discussed. At that time the neighboring property owner seemed to be willing to have the groundwater use restriction placed on the property deed. This is a necessary component to be met for a complete closure of the site.

When the above conditions have been satisfied, please submit a letter to let me know that applicable conditions have been met, and your case will be closed.

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

We appreciate your efforts to restore the environment at this site. If you have any questions regarding this letter, please contact me at the address listed above or as indicated below.

Sincerely,

A handwritten signature in black ink, appearing to read 'Wendell Wojner', with a long, sweeping horizontal stroke extending to the right.

Wendell Wojner  
(608) 275-3297

cc: Craig Bartholomew, RMT Inc., 744 Heartland Trail, Madison, WI 53717-1934  
Attorney David Young, Union Pacific Railroad Company, 808 Travis, Suite 620, Houston TX 77002

**COPY**

**SAUK COUNTY ABSTRACT & TITLE COMPANY, INC.**

113 THIRD AVENUE  
P.O. BOX 4  
BARABOO, WISCONSIN 53913-0004

TELEPHONE (608) 356-8474  
FAX (608) 356-0447

FOR: Steven J. Schaefer  
Attorney at Law  
15 North Butler Street, Suite 404  
P.O. Box 259206  
Madison, WI. 53725

Per your request of September 16, 1999 regarding deed restrictions to close a DNR/PECFA site at Baraboo Concrete's Reedsburg plant.

Attached are copies of the following Documents:

**Baraboo Concrete Deeds and Certified Survey Maps**

CS Map No. 5 & 180  
Warranty Deed Volume 379 Page 531  
Certified Survey Map No. 862  
Quit Claim Deed Reel 121 Image 116 Doc. #418949  
Warranty Deed Reel 157 Image 847 Doc. #442010

**Deed No. 87379**

Chicago and North Western Railway Company to State of Wisconsin,  
Department of Natural Resources Reel 641 Image 419 Doc. #601758.  
Certified Survey Map No. 2731

**Railroad Deeds**

Railroad Deed Volume 25 Page 64 with added exception  
Railroad Deed Volume 25 Page 66 with added exception  
Railroad Deed Volume 25 Page 640 with added exception

**1991 Railroad Search**

**Confirmatory Deed**

**Tax Roll Map**

If we can be of further service, please let us know.

This report is limited in scope to the matters specifically set forth herein and is for informational purposes only and is not purported to carry the liability of an abstract continuation or title policy commitment.

DATED: September 24, 1999 at 7:45 A.M.

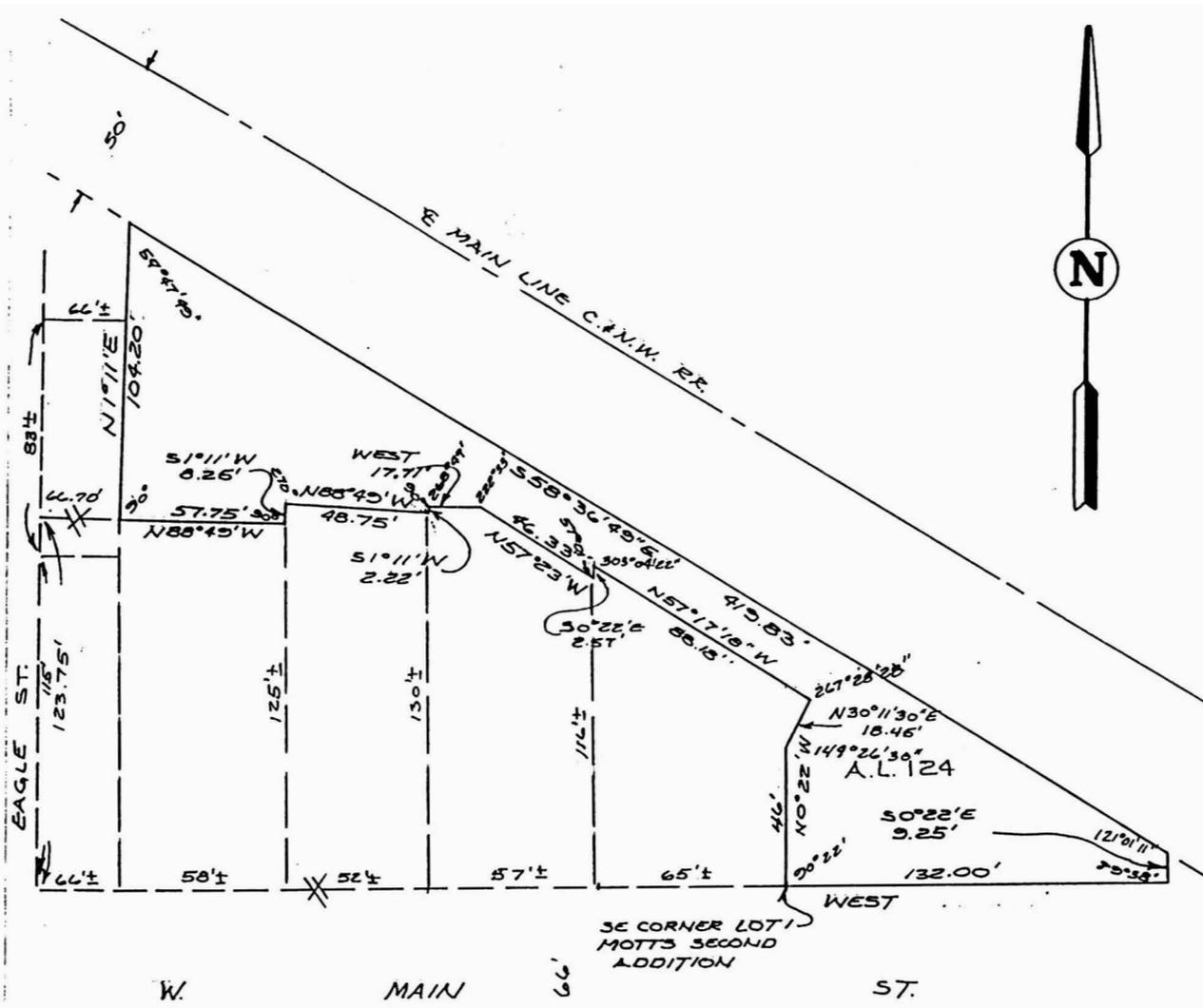
Margo



SAUK COUNTY ABSTRACT & TITLE COMPANY

SHEET 1 OF 2  
MID-STATE ASSOCIATES INC. BARABOO, WISCONSIN 53913

**SAUK COUNTY CERTIFIED SURVEY MAP NO. 5 of 180**



393024  
REGISTER'S OFFICE  
SAUK COUNTY, WIS.  
RECEIVED FOR RECORD

DEC 17 1973

AT 10:25 O'CLOCK A.M. RECORDED IN

VOL 2 OF 180 ON PAGE 5 of 180

REGISTERED

H. G. K.



BY: *Dean A. Jesse* 9/11/73  
REGISTERED LAND SURVEYOR

I hereby certify that I have surveyed the property shown on this plat and that this plat is a correct representation of said survey to the best of my knowledge and belief.

REVISOR 9/15/73  
REVISOR 10/25/73

SCALE: 1" = 50'

PROJECT NO.: 5380

VOL 2 PAGE 5

VOL 2 PAGE 180

SURVEYOR'S CERTIFICATE

I, Dean A. Jesse, Registered Land Surveyor, hereby certify that I have surveyed and mapped a parcel of land located in part of Lot 1 and Part of Lot 2 Mott's Second Addition to the City of Reedsburg and Assessor's Lot 124 in the City of Reedsburg, Sauk County, Wisconsin, which is bounded by a line described as follows:

Beginning at the southeast corner of Lot 1 of Mott's Second Addition to the City of Reedsburg; thence N0 22'W, 46 feet along the east line of said Lot 1; thence N30 11'30"E, 18.45 feet; thence N57 17'18"W, 88.18 feet; thence S0 22'E, 2.57 feet; thence N57 23'W, 46.33 feet; thence West 17.71 feet; thence S01 11'W, 2.22 feet; thence N88 49'W, 48.75 feet; thence S01 11'W, 8.25 feet; thence N88 49'W, 57.75 feet; thence N01 11'E, 104.20 feet to a point that is southwesterly 50 feet as measured at right angle to the centerline of the main track of the Chicago and Northwestern Railroad; thence S58 36'49"E, 419.83 feet parallel with and 50 feet from as measured at right angle to the centerline of the main track of the Chicago and Northwestern Railroad; thence S0 22'E, 9.25 feet; thence West 132.00 feet to the point of beginning.

That such certified survey is a correct representation of all the exterior boundaries of the land surveyed;

That I have made such survey and plat by the direction of the Owners of said land, Phillips Home Supply Center, Inc., Charles Phillips, President;

That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the subdivision regulations of the City of Reedsburg in surveying and mapping the same.

Oct. 25, 1973  
Date

Dean A. Jesse  
Dean A. Jesse  
Registered Land Surveyor

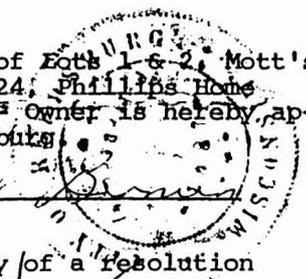


COMMON COUNCIL RESOLUTION

Resolved that this certified survey, in part of Lots 1 & 2, Mott's Second Addition to the City of Reedsburg & A.L. 124, Phillips Home Supply Center, Inc., Charles Phillips, President & Owner is hereby approved by the Common Council of the City of Reedsburg.

DEC 10 1973  
Date

APPROVED: John W. ...  
Mayor



I hereby certify that the foregoing is a copy of a resolution adopted by the Common Council of the City of Reedsburg.

DEC 10 1973  
Date

James W. ...  
Clerk

1145

NW 1/4  
10-12-4

V 379  
P 531

June 1, 1973  
Dec 17,

**is Indenture**, Made this 1st day of June, 1973,  
between the Phillips Home Center, Inc.,

a corporation,  
duly organized and existing under the laws of the State of Wisconsin  
and having its principal office in the City of Reedsburg and State of  
Wisconsin, party of the first part, and Baraboo Concrete, Inc., a corporation,  
duly organized and existing under the laws of the State of Wisconsin,  
, party of the second part.

Witnesseth, That the said party of the first part, for and in consideration of the sum of  
Dollars  
to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged and  
confessed, has given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed and by  
these presents does give, grant, bargain, sell, remise, release, alien, convey and confirm unto the said party  
of the second part, its successors and assigns forever, the following described real estate situated in the  
County of Sauk and State of Wisconsin, to-wit:

**TRANSFER**  
\$ 10.<sup>00</sup>  
**FEE**

Certified Survey No. 5, in Volume 2.

(Class 180 ...)





CERTIFIED SURVEY CERTIFICATE

I, Kenneth H. Schuette, Registered Land Surveyor hereby certify that I have surveyed, divided and mapped a parcel of land located in part of Assessor's Lot 124, SE $\frac{1}{4}$ -NE $\frac{1}{4}$  Section 9, T12N, R4E, and SW $\frac{1}{4}$ -NW $\frac{1}{4}$  Section 10, T12N, R4E, City of Reedsburg, Sauk County, Wisconsin;

Commencing at the southeast corner of Lot 1 Mott's Second Addition to the City of Reedsburg; thence East 132 feet to the point of beginning;

thence N0°22'W, 9.25 feet; thence N58°36'49"W, 500.21 feet; thence N0°05'20"E, 35.65 feet; thence S58°31'21"E, 584.90 feet; thence West 71.81 feet to the point of beginning.

Said parcel contains 0.381 acre and is subject to all easements and rights-of-way of record.

That I have complied with the provisions of Chapter 236.34 Wisconsin Statutes, the subdivision regulations of Sauk County and A.E 5.01 of the Administrative Code of the State of Wisconsin to the best of my knowledge and belief, in surveying, dividing and mapping the same;

That such plat is a correct representation of all the exterior boundaries of the land surveyed and the subdivision thereof made;

That I have made such certified survey under the direction of Al Brown.

6 Dec 1977  
Date

Kenn Schuette  
Kenneth H. Schuette  
Registered Land Surveyor



128161

REGISTER'S OFFICE  
SAUK COUNTY, WIS.  
RECEIVED FOR RECORD

NOV 29, 1978

AT 8:10 O'CLOCK A M, RECORDED IN  
VOL. 4 OF THE SEASON PAGE 862  
Robert H. Schuette REGISTER 300

Volume 4 Page 862-A

DEED NO. 80601

NE 1/4  
9-12-4

THE GRANTOR, CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, whose principal office is located at 400 W. Madison St., Chicago, Illinois, for the consideration of SEVEN THOUSAND FIVE HUNDRED AND NO/100 -----

Reel 121  
Image 116

----- DOLLARS

(\$ 7,500.00 ), conveys and quitclaims to BARABOO CONCRETE COMPANY, INC., a Wisconsin corporation

Oct 3, 1977  
28,

of Baraboo, Wisconsin

GRANTEE, all interest in the following described real estate situated in the City of Reedsburg, County of Sauk, and the State of Wisconsin

to wit:

That part of the Southeast Quarter of the Northeast Quarter of Section 9, and the Southwest Quarter of the Northwest Quarter of Section 10, Township 12 North, Range 4 East of the Fourth Principal Meridian, bounded as follows: On the Southeasterly (or Southerly) side by the North line of Main Street; On the Southwesterly side by a line parallel with and distant 50 feet Southwesterly, measured at right angles, from the center line of the main track of the Chicago and North Western Railway Company (now the Chicago and North Western Transportation Company), as said main track center line was originally located and established across said Sections 9 and 10; On the Northwesterly (or Westerly) side by the Northerly extension of the East line of Eagle Street; And on the Northeasterly side by a line parallel with and distant 20 feet Southwesterly, measured at right angles, from the center line of the main track of the Chicago and North Western Transportation Company, as said main track is now located.

TRANSFER  
\$ 7,500.  
FEE

Excepting and Reserving, however, unto the Grantor, its lessees, licensees, successors and assigns, the right to continue to protect, maintain, operate and use any and all existing drainage, driveways, roads, conduits, sewers, water mains, gas lines, electric power lines, communication lines, wires and other utilities, and easements of any kind whatsoever on said premises, including the repair, reconstruction and replacement thereof.

By the acceptance of this conveyance, Grantee, for itself, its successors and assigns, agrees:

418843 1. To construct and forever maintain, at its sole cost and expense, a concrete retaining wall with a minimum height of thirty-six inches (36"), along the Northeasterly side

REGISTER'S OFFICE  
SAUK COUNTY, WIS.  
RECEIVED FOR RECORD

OCT 28 1977

AT 11:00 O'CLOCK A.M. RECORDED IN  
121 PAGE 116

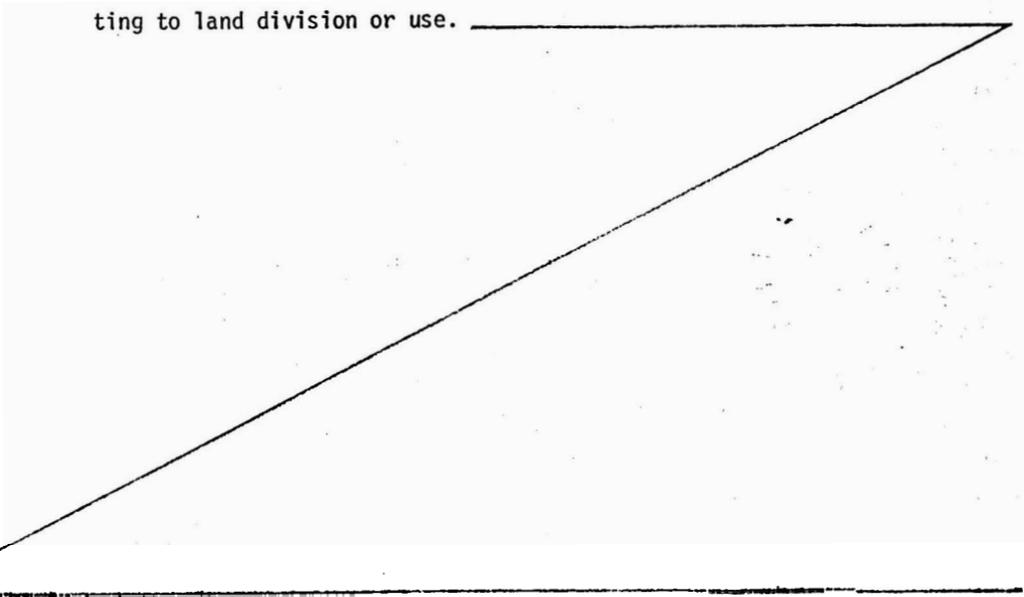
397 page 2

NE 1/4  
9-12-4

Reel 121  
Image 116

of said parcel of real estate.

2. That that part of the above described real estate lying Northwesterly of a straight line drawn from a point on the Northeasterly line thereof, distant 50 feet Southeast-erly from the Northwest corner thereof, to a point on the East line of Eagle Street, distant 50 feet Southerly from said Northwest corner; and that part of the above described real estate lying Easterly of a straight line drawn from a point on the Northeasterly line thereof, distant 50 feet Northwesterly from the Southeast corner thereof, to a point on the North line of Main Street, distant 50 feet Westerly from said Southeast corner, shall be left free from all buildings, structures, trees, shrubbery or other obstructions which will obstruct the view over and across said strips.
3. To take all steps necessary, at no expense to Grantor, to comply with any and all governmental requirements rela-ting to land division or use.



DATED this 3rd day of October, 1977

Signed, Sealed and Delivered in  
Presence of:  
M. F. Chatterton  
M. F. Chatterton  
Janet Scott  
Janet Scott

Chicago and North Western Transportation Company

By Robert W. Mickey  
Robert W. Mickey, Assistant Vice President  
Attest Diane Kohler-Rausch  
Diane Kohler-Rausch, Assistant Secretary

989

REEL 157 IMAGE 847

H.C. Miller Company

DOCUMENT NO.  
442010

STATE BAR OF WISCONSIN—FORM 1  
WARRANTY DEED  
THIS SPACE RESERVED FOR RECORDING DATA

pt lots 1 & 2  
Mott's 2nd Add  
Reedsburg

THIS DEED, made between D. Berniece Schmidt and Lucile A. Ehlers, tenants in common,

REGISTER'S OFFICE  
SAUK COUNTY, WIS.  
RECEIVED FOR RECORD

NOV 5 1980

R 157  
I 847

and Baraboo Concrete Company, Inc., a Wisconsin corporation

AT 2:25 O'CLOCK P.M., RECORDED IN  
REEL 157 IMAGE 847  
Robert J. Schuller REGISTER

Oct 31, 1980  
Nov 5,

Witnesseth, That the said Grantor, for a valuable consideration of one dollar and other good and valuable consideration conveys to Grantee the following described real estate in Sauk County, State of Wisconsin:

RETURN TO

Q H B + E

Tr fee \$24.90

Lands in the City of Reedsburg, described as follows:

Tax Key No.

This is not homestead property.

All that part of Lots One (1) and Two (2), of Mott's Second Addition to the Village, now City of Reedsburg, particularly described as Commencing at a point two (2) rods east and seven (7) rods north of the southwest corner of Lot One (1), thence east four (4) rods, thence north five (5) rods, thence west four (4) rods, thence south five (5) rods to the place of beginning, being the same lands described in a deed executed by Theresa M. Timlin, April 18, 1931, and recorded in Sauk County, Wis., the 23rd day of April, 1931, in Volume 149 of Deeds, on page 46, as Document No. 217897.

(drafted by: Myron E. LaRowe)

TRANSFER  
\$ 24.90  
FEE

This is not homestead property.

#640

REF 641 IMAGE 419

NE  
9-12-4

Authorization No. P-3136

May 11, 1994  
20,

DEED NO. 87379

THE GRANTOR, CHICAGO AND NORTH WESTERN RAILWAY COMPANY, a Delaware corporation, whose principal office is located at 165 N. Canal Street, Chicago, Illinois, for the consideration of SEVENTY-SIX THOUSAND SIX HUNDRED NINETY-NINE AND NO/100 DOLLARS (\$76,699.00), conveys and quitclaims to STATE OF WISCONSIN, DEPARTMENT OF NATURAL RESOURCES, whose address is 101 South Webster Street, Madison, Wisconsin 53707, GRANTEE, all interest in the following described real estate situated in the County of Sauk, and the State of Wisconsin, to wit:

PARCEL 1

Outlot Four (4), Certified Survey No. 2883 as recorded in the office of the Register of Deeds for Sauk County, Wisconsin, in Volume 13 of Certified Surveys, Page 2883. (Being located in the Southeast Quarter of the Northeast Quarter and Southwest Quarter of the Northeast Quarter of Section 9, Township 12 North, Range 4 East, City of Reedsburg, Sauk County, Wisconsin).

Transfer Fee

PARCEL 2

\$ 230.10.00

Outlot Three (3), Certified Survey No. 2731 as recorded in the office of the Register of Deeds for Sauk County, Wisconsin, in Volume 12 of Certified Surveys, Page 2731. (Being located in the Southeast Quarter of the Northeast Quarter of Section 9, Township 12 North, Range 4 East, and the Southwest Quarter of the Northwest Quarter of Section 10, Township 12 North, Range 4 East, City of Reedsburg, Sauk County, Wisconsin).

PARCEL 3

Outlot Two (2), Certified Survey No. 2730 as recorded in the office of the Register of Deeds for Sauk County, Wisconsin, in Volume 12 of Certified Surveys, Page 2730. (Being located in the Northwest Quarter of the Southwest Quarter and the Northeast Quarter of the Southwest Quarter of Section 10, Township 12 North, Range 4 East, City of Reedsburg, Sauk County, Wisconsin).

PARCEL 4

Outlot One (1), Certified Survey No. 2729 as recorded in the office of the Register of Deeds for Sauk County, Wisconsin, in Volume 12 of Certified Surveys, Page 2729. (Being located in the Northeast Quarter of the Southwest Quarter of Section 10, Township 12 North, Range 4 East, City of Reedsburg, Sauk County, Wisconsin).

Together with and including all Grantor's right, title and interest, except as otherwise herein reserved, in and to railroad Bridge No. 413 over the Baraboo River in "as is" condition as located on said real estate.

Subject to easements for fiber optic cables.

Grantor further grants to Grantee an easement to repair, maintain, reconstruct and remove the Northeasterly span of railroad Bridge No. 413 upon the following described real estate situated in the County of Sauk, State of Wisconsin, to wit:

A strip of land 25 feet in width lying North-easterly of and adjacent to the above described Parcel 3 and lying Northwesterly of a line drawn parallel with and 100 feet Southeasterly, measured at right angles, from the face of the Southeasterly abutment of Grantor's bridge over the Baraboo River; and lying Southeasterly of a line drawn parallel with and 100 feet North-westerly, measured at right angles, from the face of the Northwesterly abutment of said bridge.

#640

NE  
9-12-4

R641  
I419

REFL 641 PAGE 420

DEED NO. 87379

Authorization P-3136

Provided, however, Grantee shall have no right to use said bridge easement unless and until Grantor permanently abandons the use of said bridge for railroad purposes.

Grantor further grants to Grantee an easement for two 12-foot long pedestrian crossings and for no other use or purposes whatsoever, over and across the following described real estate situated in the County of Sauk and the State of Wisconsin, to wit:

Two strips of land each 16.5 feet in width, extending Northeasterly from the Northeasterly line of the above described Parcel 4 to the Northeasterly line of Grantor's right of way, the center lines of said strips of land being described as lines drawn at right angles to the center line of Grantor's main track at points thereon distant 87 feet Southeasterly and 143 feet Southeasterly from its intersection with the center line of Walnut Street.

This pedestrian crossing easement, however, shall be subject to the following conditions which Grantee accepts:

- (1) Grantor shall provide all labor and materials for the construction and maintenance of the track crossing structures at the expense of Grantee.
- (2) In the event pedestrian warning devices are ever required at said crossings by any authority having jurisdiction, or if Grantor determines in its reasonable discretion that such devices are necessary, then Grantor shall construct and thereafter maintain such devices at Grantee's expense.
- (3) Grantee at Grantee's expense shall, subject to the approval of Grantor's chief engineer, construct and maintain the crossing surfaces outside of the ends of the railroad ties and shall perform no work within the track structure.
- (4) Grantee shall pay Grantor for the construction and maintenance of the track crossing structures, and warning devices, if any, within 30 days after receipt of bills for such work.
- (5) If Grantee does not within such 30 day time limit pay Grantor for such construction and maintenance work, then following 30 days notice to Grantee, Grantor shall have the right to remove the track crossing structures, and warning devices, if any, at the expense of Grantee and to barricade the crossings so as to prevent use of them.
- (6) This easement shall terminate if Grantor removes the track crossing structures for failure by Grantee to pay for construction and maintenance work, or if Grantee ceases to use this easement for the purpose herein granted for 12 consecutive months.

Reserving, however, unto Grantor, its successors and assigns, the exclusive right to repair, maintain, reconstruct and use for railroad purposes the Northeasterly span of said Bridge No. 413 until such time as Grantor no longer requires said bridge for railroad purposes.

Reserving, however, unto Grantor, its successors and assigns, the right to enter upon all of the real estate hereby conveyed for the purpose of repairing, maintaining, constructing, reconstructing and using any equipment or facilities needed to operate a railroad until such time as such equipment or facilities are no longer required for railroad purposes at which time Grantor, its successors and assigns, shall have the right, but not the obligation, to remove such facilities and equipment.

#640

NE  
9-12-4

R641  
I419

REF. 641 PAGE 421

DEED NO. 87379

Authorization P-3136

By the acceptance of this conveyance, the Grantee, for itself and/or its heirs, successors, transferees and assigns, hereby agrees:

- (1) To take all steps necessary, at no expense to Grantor, to comply with any and all governmental requirements relating to land platting and use.
- (2) To erect and thereafter maintain a 6-foot high chain link fence along the trackside boundary lines of the real estate hereby conveyed until such time as Grantor, its successors or assigns, permanently abandons the use of the railroad track on the adjacent railroad right of way.
- (3) That the first 50 feet on either side of every street crossing shall be kept free of all buildings, structures, trees, shrubbery or other obstructions which would restrict motorists' visibility over said real estate.
- (4) Not to alter the drainage conditions in such a way as to adversely affect Grantor's remaining property.

This conveyance is made upon the express condition that the Grantor, its successors and assigns, shall have the right to enter upon the above described real estate until the date 90 days after the date of this deed (weather permitting), for the purpose of removing its tracks, buildings and other improvements, except said Bridge No. 413, and appurtenances thereto from said real estate and adjoining real estate. If not so removed within said period, and following written demand by Grantee, they shall be deemed abandoned by Grantor without obligation on Grantor's part and shall thereafter be and become Grantee's property in place.

DATED this 11th day of May, 1994.

Signed, Sealed and Delivered in Presence of:

Larry A. Whitney  
Perry Mearney

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

By D. A. Christensen  
D. A. Christensen, Vice President  
Attest K. A. Bombrowski  
K. A. Bombrowski, Asst. Secretary

#640

NE  
9-12-4

R641  
I419

REF 641 IMAGE 422

STATE OF ILLINOIS }  
                          } SS  
COUNTY OF COOK }

I, Richard S. Kennerley, a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that D. A. Christensen and K. A. Dombrowski, to me personally known and known to me to be, respectively, Vice President and Assistant Secretary of CHICAGO AND NORTH WESTERN RAILWAY COMPANY, a Delaware corporation, and the identical persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, severally acknowledged to me that they are, respectively, Vice President and Assistant Secretary of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors, as the free and voluntary act and deed of said corporation, and as their own free and voluntary act; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 11th day of May, 1994.

OFFICIAL SEAL  
RICHARD S KENNERLEY  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXP NOV 8, 1996

*Richard S Kennerley*  
Notary Public, In and for the County  
of Cook, in the State of Illinois

My Commission Expires: November 8, 1996.

This instrument was prepared by the Chicago and North Western Railway Company, 165 North Canal Street, Chicago, Illinois 60606.

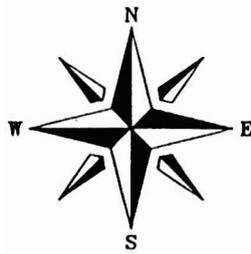
(LGL-151)a:\060

REGISTRAR'S OFFICE  
SAUK COUNTY WI  
RECEIVED FOR RECORD  
601758  
AT 10:15 O'CLOCK A M ✓  
ON May 20 1994  
*Mary Kliefmeyer*  
REGISTRAR

*Return SCAT*

**SAUK COUNTY CERTIFIED SURVEY MAP NO. 2731**

LOCATED IN THE SE 1/4-NE 1/4, SECTION 9, AND THE SW 1/4-NW 1/4, SECTION 10, T 12 N, R 4 E, CITY OF REEDSBURG, SAUK COUNTY, WISCONSIN

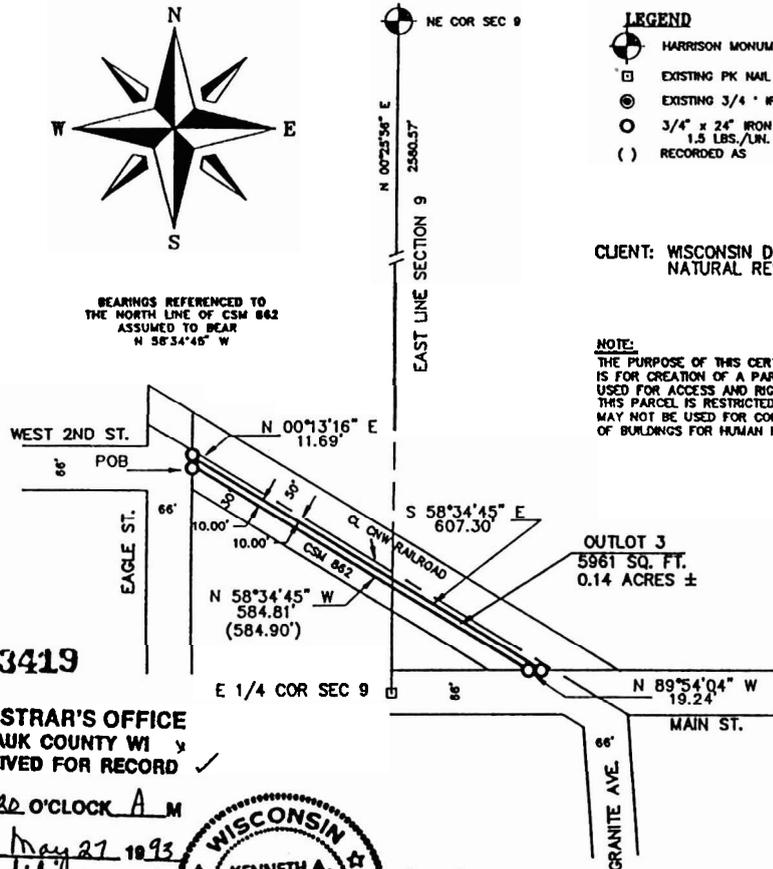


BEARINGS REFERENCED TO THE NORTH LINE OF CSM 862 ASSUMED TO BEAR N 58°34'45" W

- LEGEND**
- HARRISON MONUMENT EXISTING
  - EXISTING PK NAIL
  - EXISTING 3/4" IRON ROD
  - 3/4" x 24" IRON ROD SET 1.5 LBS./LIN. FT.
  - RECORDED AS

CLIENT: WISCONSIN DEPT. OF NATURAL RESOURCES

**NOTE:**  
 THE PURPOSE OF THIS CERTIFIED SURVEY IS FOR CREATION OF A PARCEL TO BE USED FOR ACCESS AND RIGHT-OF-WAY. THIS PARCEL IS RESTRICTED IN THAT IT MAY NOT BE USED FOR CONSTRUCTION OF BUILDINGS FOR HUMAN HABITATION.



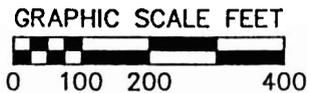
583419

REGISTRAR'S OFFICE  
 SAUK COUNTY WI  
 RECEIVED FOR RECORD ✓

AT 11:20 O'CLOCK A M

ON May 27 1893

Mary Klitzgumeyer  
 REGISTRAR  
 12.00 cb.



E:\SURVDWG\DNRCM3

**SURVEYOR'S CERTIFICATE**

I, Kenneth A. Vicker, Registered Land Surveyor, hereby certify that I have surveyed, divided and mapped a parcel located in the Southeast 1/4 of the Northeast 1/4 of Section 9, and the Southwest 1/4 of the Northwest 1/4 of Section 10, Town 12 North, Range 4 East, being a portion of Chicago & North Western Railroad right of way, City of Reedsburg, Sauk County, Wisconsin, bound by the following described line:

Commencing at the Northwest corner of Certified Survey Number 862, said point being the Point of Beginning of this description; Thence N00°13'16"E 11.69 Feet; Thence S58°34'45"E 607.30 Feet; Thence N89°54'04"W 19.24 Feet; Thence N58°34'45"W 584.81 Feet to the Point of Beginning.

Containing 5961 sq.ft. (0.14 ac.) more or less.

That such plat is a correct representation of all exterior boundaries of the land surveyed and the subdivision thereof made.

That I have made such survey and land division by the direction of the Wisconsin Department of Natural Resources, according to the description furnished.

That I have fully complied with the requirements of Chapter 236.34 of the Wisconsin State Statutes and the City of Reedsburg Subdivision Regulations.

Dated, March 31, 1993.

Kenneth A. Vicker  
Kenneth A. Vicker RLS-1932  
Vierbicher Associates, Inc



**COMMON COUNCIL RESOLUTION**

Resolved that this Certified Survey in the NE 1/4 of the SW 1/4, Section 10, T12N, R4E, City of Reedsburg, is hereby approved by the Common Council of the City of Reedsburg.

May 27, 1993  
DATE

I. Wayne Farber  
I. Wayne Farber, Mayor

I hereby certify that the foregoing is a copy of a resolution adopted by the Common Council of the City of Reedsburg.

May 27, 1993  
DATE

Caroline R. Held  
Caroline R. Held, Clerk

Volume 25 Page 64  
with added EXCEPTION

-----  
A strip of land One hundred (100) feet wide, Fifty (50) feet lying on each side of the centerline of the railway track of the Chicago and North Western Railway Company as the same is staked and located over that portion of the Northwest Quarter (NW 1/4) of Section Ten (10) Township Twelve (12) North of Range Four (4) East in Sauk County, Wisconsin as follows: Commencing at the Southwest corner of the Northwest Quarter (NW 1/4) of Section Ten (10) aforesaid, thence North on the section line Twenty (20) rods, thence East Eight (8) rods, thence South Twenty (20) rods, thence West Eight (8) rods to the place of beginning.

EXCEPTING THEREFROM lands deeded to Baraboo Concrete Company, Inc in Reel 121 Image 116, Doc. No. 418949.



Received January 6<sup>th</sup> 1872  
at 11 1/2 o'clock A.M.

A. P. Ellinwood  
to C. and H. W. R. H.

This Indenture made this 16<sup>th</sup> day of September in the year of our Lord one Thousand Eight Hundred and seventy one Alexander P. Ellinwood and Hannah C. Ellinwood parties of the first part, and the Northern Wisconsin Railway Company party of the second part. Witness, the said parties of the first part, for and in consideration of the sum of One Hundred Dollars, lawful money of the United States of America to them hand paid by the said party of the second part, at or before the making and delivery of these presents, the receipt whereof is hereby acknowledged, have bargained, sold, alienated, remised, released, conveyed and confirmed and by these presents do again remise, release, convey and confirm unto the said party of the second part, and to its successors or assigns forever, the following described piece or parcel of land, situate, lying and being in the county of Sauk and State of Wisconsin: That is, a strip of land fifty feet in width on each side of the center line of the roadbed of said second party, as the same is located over the following premises, to wit: to wit: is so much of Lots one and twenty-two of Meade's second addition to the village of Reksburg as lies within fifty feet of the center line of road bed of said second party as located over or adjacent to said lots, together with all and singular the tenements, hereditaments and appurtenances therunto belonging, or in any wise appertaining, and the reverses and reversion remainder and remainders, rents, issues and profits thereof; and also all the estate, rights, title, interest, property, possession claim and demand whatsoever in law or in equity, of the said part of the first part, of, in or to the above described premises and every part and parcel thereof, with the appurtenances; To have and to hold, all and singular the above

and described premises, together with the appurtenances, unto the said party of the second part its successors or assigns forever.

And the said first parties for themselves heirs, executors and administrators, do hereby covenant, promise and agree to and with the said party of the second part its successors or assigns, that they have not made done, committed, executed or suffered any act or acts, thing or things whatsoever, whereby or by means whereof the above mentioned and described premises, or any part or parcel thereof, now are, or at any time hereafter shall, or may be impeached, charged or incumbered, in any manner or way whatsoever.

In Witness Whereof the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed Sealed and Delivered in presence of

J. Mackey  
C. P. Justice

50 & 1/2

Alexander P. Ellinwood  
Hannah C. Ellinwood

State of Wisconsin }  
Sauk County }  
I, J. Mackey a Notary Public in and for said County, in the state aforesaid, do hereby certify that Alexander P. Ellinwood and Hannah C. Ellinwood who are personally known to me as the real persons whose names are subscribed to the foregoing Deed as having executed the same, appeared before me this day in person, and acknowledged that they signed, sealed, and delivered the same as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 30<sup>th</sup> day of Decr. in the year of our Lord one thousand eight hundred and seventy one.

J. Mackey  
Notary

J. Mackey N. P.

Volume 25 Page 640  
with added EXCEPTION

A strip of land One hundred (100) feet in width Fifty (50) feet lying on each side of the center line of the Railway track of the Chicago and North Western Railway Company as the same is located and constructed over and across the Northeast Quarter (NE 1/4) of Section Nine (9) in Township Twelve (12) North of Range Four (4) East Excepting Lot Twenty-two (22) of Mott's Second Addition to the Village of Reedsburg.

EXCEPTING THEREFROM lands deeded to Baraboo Concrete Company, Inc in Reel 121 Image 116, Doc. No. 418949.

Volume 25 Page 66  
with added EXCEPTION

A strip of land Fifty (50) feet in width on each side of the centerline of the roadbed of the Chicago and North Western Railway Company, as the same is located over the following premises, to-wit: That is so much of Lots One (1) and Twenty-two (22) of Mott's Second Addition to the Village of Reedsburg as lies within Fifty (50) feet of the centerline of the roadbed of the Chicago and North Western Railway Company as located over or adjacent to said Lots.

EXCEPTING THEREFROM lands deeded to Baraboo Concrete Company, Inc in Reel 121 Image 116, Doc. No. 418949.

Deed May 31<sup>st</sup> 1873  
at, in presence of J. L.

E. J. Lites  
to C. W. H. A. W. Co.

This Indenture made this thirtieth day of May in the year of our Lord one thousand eight hundred and seventy three between Elias A. Lites of the City of New York party of the first part, and the Chicago & North Western Railway Company party of the second part Witnesseth that the said party of the first part for and in consideration of One Dollar, in hand paid by the said party of the second part (the receipt whereof is hereby acknowledged, and the said party of the second part forever released and discharged therefrom) has granted, bargained, sold, remised, released, aliened and conveyed, and by these presents do grant, bargain, sell, remise, release, alien and convey unto the said party of the second part, and to its successors and assigns forever all the following described lots or parcels of land situated in the County of Lewis and State of Wisconsin to wit: a strip of land one hundred feet in width fifty feet long on each side of the center line of the Eastern branch of said second party as the same is located and shown and over & across the North East quarter of section nine in Township North of Range four East. Excepting the location of the second addition to the Village of Audubon. This deed is given in place of one given to the same party by said party in 1871 & which is believed to have been destroyed by the Chicago fire. Together with all and singular the hereditaments and appurtenances thereto in anywise relating and the reversions and reserves, remainders and contingencies, issues and profits thereof and all the estate, right, title, interest, claim or demand whatsoever of the said party of the first part either in law or equity, of in, and to the above bargained premises with the hereditaments and appurtenances; To Have and to Hold the said premises above bargained and described, with the appurtenances, unto the said party of the second part, its successors and assigns forever. And the said party of the first part for heirs, executors and administrators, do hereby grant, bargain, sell, convey to and with the said party of the second part, its successors and assigns, that all the force of the issuing and delivery of these presents, are not void of the premises above conveyed, as of a void, voidable, subject, absolute and indissoluble estate of inheritance in the law, in fee simple, and in no way subject, full power and lawful authority to grant, bargain, sell, and convey the same in manner and form above said; and that the same are free and clear of all former and other grants, bargains, sales, conveyances, trusts, reservations, and incumbrances of what kind and nature soever; and the above bargained premises, in the quiet and peaceable possession of the said party of the second part, its successors and assigns, against all and every person whomsoever fully claiming or to claim the whole or any part thereof, the said party of the first part, real and well, Personal & Defunct. The contents in this deed are to be regarded as true.

In Witness Whereof the said party of the first part has hereunto set her hand and seal the day and year first above written.

Signed Sealed & Delivered in Presence of  
E. J. Lites  
E. J. Lites

Witness  
as to contents

State of New York  
County of Lewis  
I William J. Lites, Commissioner for this State in said County do hereby certify that Elias A. Lites who is personally known to me as the said person whose name is subscribed to the within deed appeared before me this day in person and acknowledged the same and that he did so as his free and voluntary act for the use and purpose therein set forth and that the said Elias A. Lites having been by me examined separately and apart and out of the hearing of the said party of the second part and the contents and meaning of the said Deed having been by me made known and fully explained to and acknowledged that she had freely and voluntarily executed the same and relinquished her dower, title and interests therein mentioned, without compulsion of her said husband; and that she did so of her own free will and accord.

Given under my hand and official seal this thirtieth day of May in the year of our Lord One thousand eight hundred and seventy three (A. D. 1873).

Commissioner

Wm J. Lites Commissioner for  
the County of Lewis New York City

# DANE COUNTY TITLE COMPANY, INC.



115 WEST DOTY STREET, MADISON, WISCONSIN 53703 (608) 255-0036 FAX (608) 255-7164

July 17, 1991

Pattie L. Steiner  
Sauk County Abstract & Title Company, Inc.  
P.O. Box 4  
Baraboo, WI 53913-0004

Re: M-12944

Dear Ms. Steiner:

Pursuant to your request of June 25, 1991, we have made a search of the Railroad Index in the office of the Secretary of State for the State of Wisconsin relative to lands described in Exhibit "A" attached hereto.

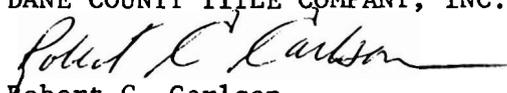
Information furnished with request shows the Chicago and North Western Railway Company acquired the subject lands by various deeds and by statute. The Railroad Index shows the following:

- (1) Certificate as to Incorporation of the Chicago and Northwestern Railway Company dated June 6, 1859, recorded April 30, 1915 in Volume 7 of Railroad Mortgages (RRM), page 322.
- (2) Trustees Deed from Claude A. Roth, Trustee of the property of the Chicago and North Western Railway Company, Debtor, to Chicago and North Western Railway Company dated May 31, 1944, effective June 1, 1944, recorded November 2, 1946 in Volume 36 of RRM, pages 637-639, pursuant to Order made and indexed in District Court of the United States of America for the Northern District of Illinois Eastern Division as Order 725 entered May 29, 1944.
- (3) Amendments of the Charter and Certificate of Incorporation of Chicago and North Western Railway Company recorded May 15, 1944 in Volume 37 of RRM, pages 154-163.
- (4) See attached Exhibit "B" for balance.

According to the Department of Revenue for the State of Wisconsin railroad taxes are paid through 1990, estimated taxes for 1991 are paid, balance due, if any, November 10, 1991.

Dated at Madison, Wisconsin, this 2nd day of July, 1991 at 7:00 A.M.

DANE COUNTY TITLE COMPANY, INC.

  
Robert C. Carlson

RCC:jm

Enc.

REPRESENTING

CHICAGO TITLE INSURANCE COMPANY

EXHIBIT "B" Continued

(5) CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY

- (a) Confirmatory Deed from Chicago and North Western Railroad Company to Chicago and North Western Transportation Company, a Delaware corporation, dated June 1, 1972, recorded June 6, 1972 in Volume 50, RRM, pages 15-16.
- (b) Certificate of Restated Certificate of Incorporation of Chicago and North Western Transportation Company, dated June 21, 1985 and recorded September 10, 1985 in Volume 53, RRM, pages 722-728; and Certificate of Correction of Restated Certificate of Incorporation recorded December 11, 1987 in Volume 55, RRM, pages 54-117.
- ~~(c) Financing Statement recorded November 2, 1989 as UCC #324 in Volume 56, RRM, pages 32-39 (See copy enclosed.)~~
- ~~(d) Mortgage, Deed of Trust, Assignment of Leases and Rents, Security Agreement and Financing Statement, dated October 27, 1989, recorded January 19, 1990 in Volume 56, RRM, pages 75-124. (See copy of first page enclosed.)~~
- (e) Resolution recorded December 28, 1981 in Volume 51, RRM, pages 408-409. (See copy enclosed.)

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY  
MEETING OF THE BOARD OF DIRECTORS  
NOVEMBER 19, 1979

RESOLUTION ADOPTED

WHEREAS, it is for the best interest of this Company that the authority to make certain sales and conveyances of real estate of the Company should be vested in some officer or officers of the Company with full authority to act so that offers to purchase the Company's real estate may be acted upon promptly without the necessity of waiting for meetings of the Board of Directors to authorize said sales and conveyances;

THEREFORE, RESOLVED:

1. That authority is hereby vested in the President, or any Vice President or Assistant Vice President designated by the President, to authorize the sale, conveyance or other disposition, from time to time, of any real estate now held and owned by the Company or hereafter acquired where its fair value to be received by the Company is less than \$100,000;
2. That in making any such sale, conveyance or other disposition of the Company's real estate the President, or any Vice President or Assistant Vice President designated by the President be, and each of them hereby is, authorized to execute, acknowledge and deliver and the Secretary or an Assistant Secretary of the Company be and hereby is authorized to attest on behalf of and in the name of the Company contracts, deeds and other documents as may be necessary or appropriate to consummate said sales, conveyances or other disposition of said real estate;
3. That all transactions authorized pursuant to this resolution shall be reported to the Board of Directors at the next meeting succeeding such action; and
4. That the authority granted by the resolution of May 30, 1972 adopted by the Board of Directors, on this subject matter, be and is hereby terminated, and such resolution is hereby superseded by this resolution which shall remain in full force and effect until modified or rescinded.

I, JOAN A. SCHRAMM, HEREBY CERTIFY that I am a duly elected ASSISTANT SECRETARY of CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY and custodian of the records, files and corporate seal of said Company.

I FURTHER CERTIFY, that the annexed and foregoing is a full, true and correct copy of a resolution duly adopted by the Board of Directors of said Chicago and North Western Transportation Company at a meeting of said Board duly convened and held in Chicago, Illinois, November 19, 1979 at which time a quorum was present and acted throughout, and that said resolution has not been amended, altered or repealed and is at this date in full force and effect.

WITNESS my signature and the corporate seal of said Chicago and North Western Transportation Company this 26<sup>th</sup> day of *May* A.D., 19*81*.

*Joan A. Schramm*

(corporate seal)

STATE OF WISCONSIN	} ss.	
Department of State		
Received this.....	28	day of
<i>Dec</i>	A. D. 19 <i>81</i>	at <i>8</i>
o'clock.....	A.M.	and recorded in V. l.
Sl. of	<i>RCM 8.</i>	
on page.....	<i>708-409</i>	
	<i>Lee A. Melis</i>	Secretary of

In Testimony Whereof, I have hereunto  
 set my hand and affixed the Great Seal  
 of the State at the Capitol, in the City  
 of Madison, this 20th day of \_\_\_\_\_,  
 A. D. 1972



has been compared by me with the record on file in this Department and that the same is  
 a true copy thereof, and of the whole of such record, that I am the legal custodian of such  
 record, and that this certification is in due form.

condemned by deed of Ontario and North Western Railway Company  
 that it has conveyed all properties now owned, held, possessed,  
 and controlled by North Western Railway Company within the States of Illinois,  
 Iowa, Kansas, Nebraska, Minnesota, Missouri, Wisconsin, and Wyoming unto Chicago and  
 North Western Transportation Company

annexed  
 copy of  
 of the State of Wisconsin and Keeper of the Great Seal thereof, do hereby certify that the  
 Secretary of State

TO ALL TO WHOM THESE PRESENTS SHALL COME:



STATE OF WISCONSIN

CONFIRMATORY DEED

KNOW ALL MEN BY THESE PRESENTS, that CHICAGO AND NORTH WESTERN RAILWAY COMPANY, a railroad corporation of the State of Wisconsin, with its principal office at 400 W. Madison Street, Chicago, Illinois (hereinafter called the "North Western") has conveyed all properties now owned, held, possessed, used or controlled by North Western within the States of Illinois, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, South Dakota, Wisconsin and Wyoming unto CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a corporation of the State of Delaware with its principal office at 400 W. Madison Street, Chicago, Illinois (hereinafter called the "Transportation Company"), and by these presents does hereby confirm said conveyance and for the consideration of One Dollar (\$1.00) by these presents does particularly remise, release, assign, transfer, convey and quitclaim unto the Transportation Company, its successors, grantees and assigns, all of the North Western's real property, together with all improvements, fixtures and appurtenances thereto, and tangible personal property of every kind and nature, wherever located, or now vested in, held, possessed, used or controlled by the said North Western within the State of Wisconsin, said particular property being located in the following counties: Adams, Ashland,

Brown, Buffalo, Calumet, Columbia, Dane, Dodge, Florence,  
Fond du Lac, Forest, Grant, Greene, Green Lake, Iowa,  
Jefferson, Juneau, Kenosha, La Crosse, Lafayette,  
Langlade, Lincoln, Manitowoc, Marathon, Marinette,  
Marquette, Milwaukee, Monroe, Oconto, Oneida, Outagamie,  
Ozaukee, Portage, Racine, Rock, Sauk, Shawano, Sheboygan,  
Trempealeau, Vilas, Walworth, Washington, Waukesha,  
Waupaca, Waushara, Winnebago, Wood, and without in any-  
wise limiting the generality or all-inclusive scope of  
the foregoing, the following:

All of the lines of railroad now or heretofore  
owned or operated by the North Western or any  
one or more of its predecessor, subsidiary,  
affiliated, constituent or grantor companies,  
together with all of the estates, rights,  
powers, privileges, certificates of convenience  
and necessity, franchises, immunities and other  
property used in connection therewith by the  
North Western or any of its predecessor, sub-  
sidiary, affiliated, constituent or grantor  
companies or in any way pertaining thereto;

All of the North Western's estate, right, title,  
interest, terms and remainders of terms, ease-  
ments, franchises, privileges, permits, licenses,  
indemnities, warranties, and rights of action  
of whatsoever name and nature in law, admiralty  
or in equity in any and all properties or matters  
of every kind whatsoever, including any and all  
trackage, terminal or operating contracts or  
agreements or leases, and all extensions or  
renewals thereof, used or useable in connection  
with the aforesaid lines of railroad or appertain-  
ing thereto;

All of the North Western's rights of way, station  
grounds, railroad yards, terminals, terminal  
grounds, and other lands, tenements and heredita-  
ments of whatever kind and description;

All of the North Western's main, branch, side,  
cut-off, spur, connecting, switch, industrial,  
storage, yard or terminal tracks, easements,

105

estates, super structures, roadbeds, bridges, trestles, culverts, viaducts, buildings, depots, stations, office buildings, stockyards, warehouses, elevators, car houses, engine houses, freight houses, machine shops and other shops, turntables, fuel stations, water stations, signals, interlocking plants, telegraph and telephone lines, fences, docks, structures, improvements and fixtures, and all mechanical equipment, machinery, tools, implements, furniture, supplies, materials, and other chattels, all locomotives and engines however propelled or operated, passenger, freight or other railway cars, derricks and other work equipment, or cars, buses, trucks, automobiles and other automotive machines and any and all other rolling stock and vehicles;

All of the North Western's coal, oil, gas, ore, rock, earth, and other minerals (whether similar or dissimilar to the minerals specifically mentioned and whether now known to exist or hereafter discovered) and any interest, right or title of any kind or character whatsoever in said minerals;

together with all of the rights, powers, privileges, franchises, immunities and other property used in connection therewith or appertaining thereto, or in which North Western has any interest whatever.

Saving and excepting, however, from the above conveyance (1) certain shares of capital stock and certain unpaid dividends thereon, (2) certain claims or rights to any Federal or State income tax refunds or in connection with the use, for purposes of certain Federal or State income taxes or tax returns, of certain deductions, credits or other tax attributes, (3) certain cash or commercial paper, (4) a certain Hawker-Siddeley airplane, (5) certain Bonds of Chicago, Saint Paul, Minneapolis and Omaha Railway Company, (6) certain office space, furnishings and equipment,

(7) rights under a certain loan agreement, and (8) certain corporate franchises and minutes and stock books and certain income tax returns and related files and certain other records, files and data, all as provided and described in the Agreement for Sale of Assets dated October 5, 1970, as amended, between North Western, certain of its subsidiaries and Transportation Company (formerly named North Western Employees Transportation Corporation); and subject to all existing liens, charges, encumbrances and defects in title.

This Confirmatory Deed is executed by and shall be binding upon the North Western and shall be effective as of 12:01 o'clock A.M. Central Standard Time, JUN 1 1972

IN WITNESS WHEREOF, the North Western has executed this deed of conveyance on

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

By \_\_\_\_\_ (SEAL)  
Walter F. Lutz, Vice President

(Corporate Seal)

ATTEST:

Richard J. Hill (SEAL)  
Richard J. Hill, Secretary

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, DAVID J. WALSH, a Notary Public in and for the County of Cook and State of Illinois, do hereby certify that on JUN 1 1972 before me personally appeared WALTER F. LUTZ and RICHARD J. HILL, personally known to me and by me known to be the same persons whose names are subscribed to the foregoing instrument as Vice President and Secretary, respectively, of Chicago and North Western Railway Company, a corporation, who, being by me severally duly sworn, did severally acknowledge that they are Vice President and Secretary, respectively, of said Chicago and North Western Railway Company, a corporation; and said WALTER F. LUTZ and RICHARD J. HILL severally acknowledged to me that they signed, sealed and delivered the foregoing instrument as such Vice President and Secretary, respectively, of said Chicago and North Western Railway Company and in behalf of said corporation and by authority of its Board of Directors, and that the seal affixed to said instrument is the corporate seal of Chicago and North Western Railway Company; and I further certify that said ~~WALTER F. LUTZ and RICHARD J. HILL then and there~~ severally acknowledged to me that they executed said instrument as their free and voluntary act and deed as such Vice President and Secretary, respectively, and as the free and voluntary act and deed of said Chicago and North Western Railway Company, and for the uses and purposes in said instrument set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal as Notary Public for the County of Cook, in the State of Illinois, on JUN 1 1972

*D. J. Walsh*

David J. Walsh  
Notary Public, Cook County,  
Illinois

My commission expires July 18, 1975.

This instrument was drafted by Edward Warden,  
400 W. Madison Street, Chicago, Illinois 60606.

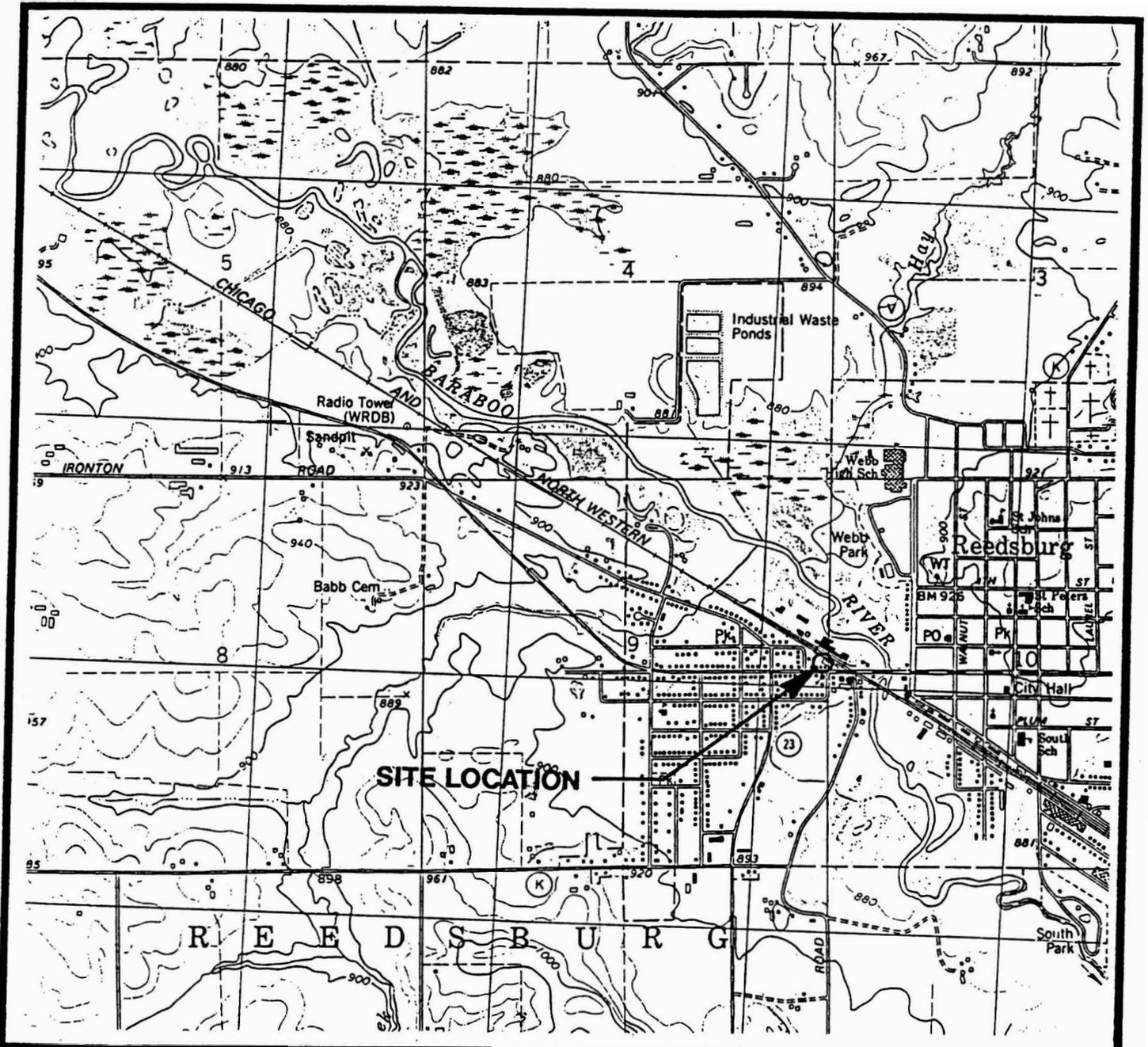
EXEMPT 77.25 (3) + 77.26

384372  
REGISTER'S OFFICE  
SAUK COUNTY, WIS.  
RECEIVED FOR RECORD

SEP 28 1972

AT 2:30 O'CLOCK P.M. RECORDED IN  
VOL. 37 OF SAUK COUNTY RECORDS ON PAGE 300

*Maumont & Sons, Inc.*  
Daryl B. Maumont, Clerk  
825 N. Lincolnway  
Milwaukee, Wis. 53202



**STATE LOCATION**



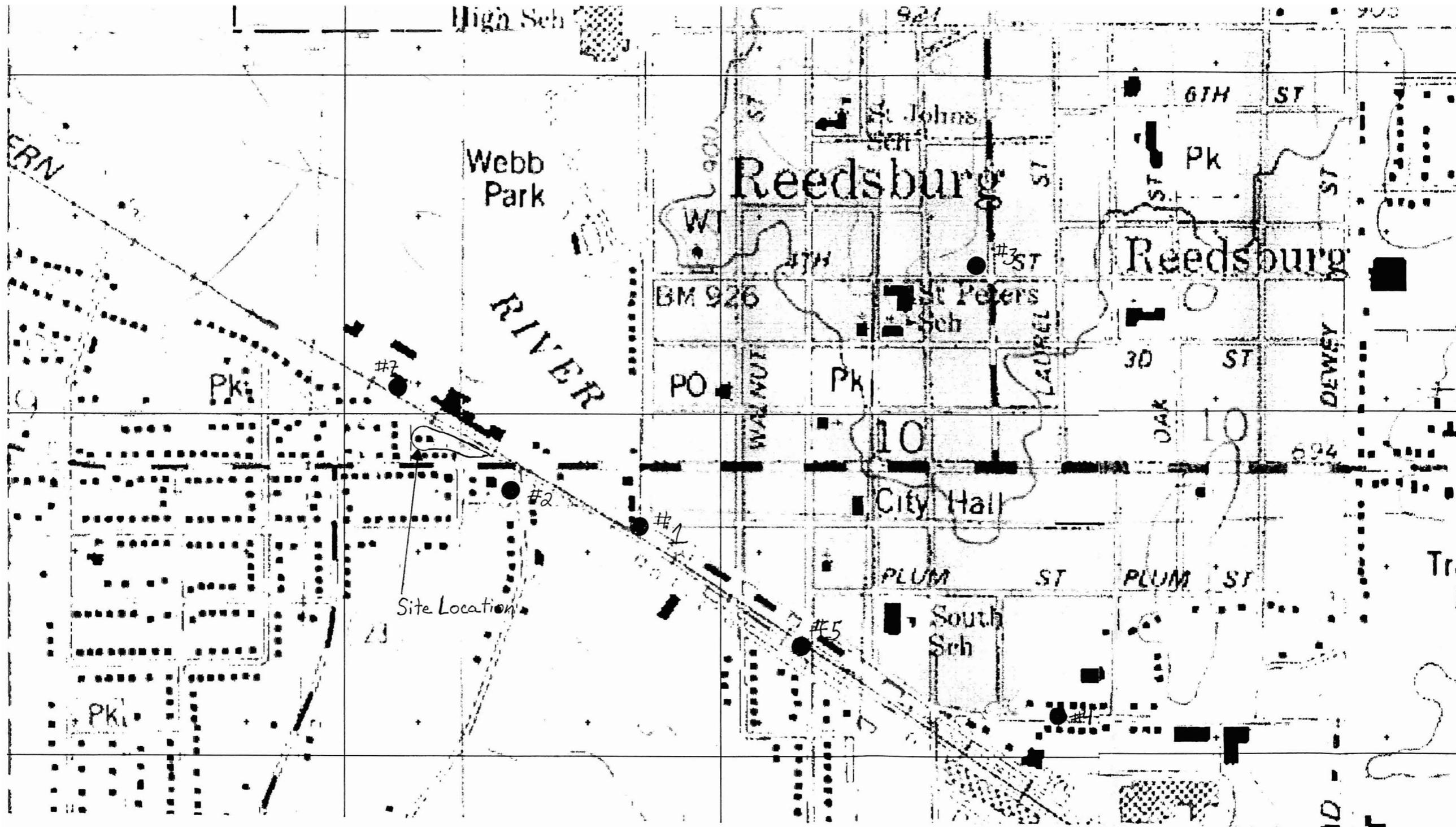
**SITE LOCATION MAP  
BARABOO CONCRETE  
REEDSBURG, WI**

Scale = 1:100,000  
 File # 19291010.PDF  
 Scale = 10000000.000000

SOURCE: BASE MAP FROM REEDSBURG WEST,  
7.5 MIN. USGS QUADRANGLE.



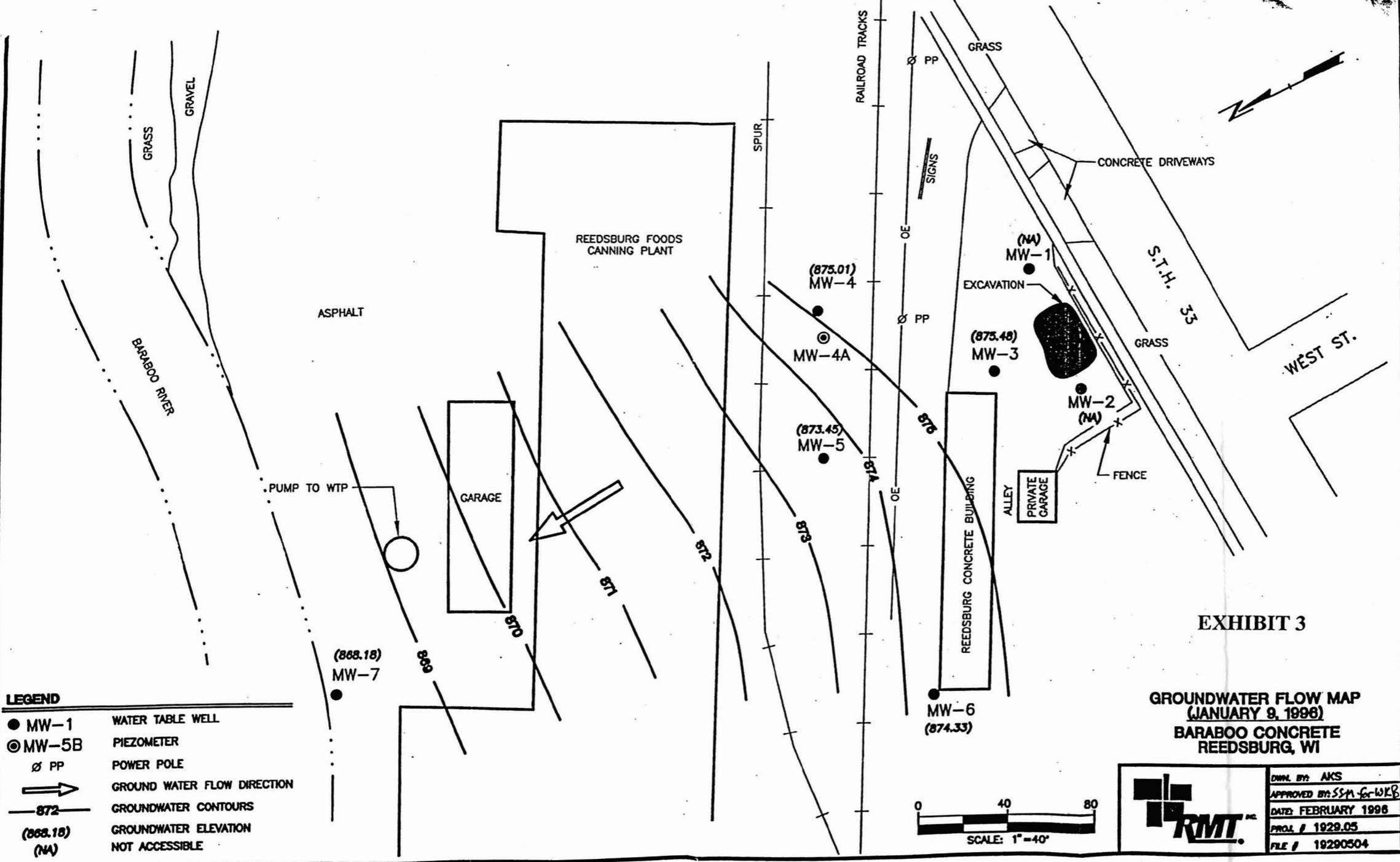
DWN. BY: DJW
APPROVED BY:
DATE: SEPTEMBER 1994
PROJ.# 1929.02
FILE # 19291016



● #1 Water Supply Well  
 Map shows city wells and wells found in the E½ S9 and W½ S10  
 that could be plotted based on construction logs.

● #8 (Approx. on South Park St.)

1" = 640'

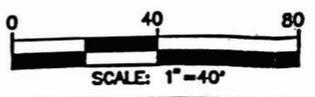


**LEGEND**

● MW-1	WATER TABLE WELL
⊙ MW-5B	PIEZOMETER
∅ PP	POWER POLE
→	GROUND WATER FLOW DIRECTION
—872—	GROUNDWATER CONTOURS
(868.18)	GROUNDWATER ELEVATION
(NA)	NOT ACCESSIBLE

**EXHIBIT 3**

**GROUNDWATER FLOW MAP  
(JANUARY 9, 1996)  
BARABOO CONCRETE  
REEDSBURG, WI**



	DRAWN BY: AKS
	APPROVED BY: SSP, G. W. B.
	DATE: FEBRUARY 1996
	PROJ. # 1929.05
	FILE # 19290504

**Table 2**  
**Summary of Groundwater Analytical Results (µg/L)**  
**Baraboo Concrete - Reedsburg**

WELL ID	DATE	BENZENE	TOLUENE	ETHYLBENZENE	XYLENES	METHYL-TERT-BUTYL-ETHER	TRIMETHYLBENZENES	DRO	GRO
<b>Enforcement Standard</b>		5.0	343	700	620	60	480	NE	NE
<b>Preventive Action Limit</b>		0.5	68.6	140	124	12	96	NE	NE
MW-1	10/90	<1.0	3.8	<1.0	--	--	--	--	--
	8/91	<1.0	<1.0	<1.0	<3.0	5.6	<2.0	--	--
	5/93	<1.0	<1.0	<1.0	<2.0	2.8	<2.0	--	--
	6/94	<0.6	<1.0	<1.0	<2.0	6.5	<2.0	--	--
	12/94	<0.6	<1.0	<1.0	<2.0	2.3	<2.0	<110	<50
	3/95	<0.5	<0.5	<0.5	<2.0	2.9	<1.0	--	--
	7/95	<0.6	<1.0	<1.0	<2.0	<3.8	<2.0	--	--
	10/95	<0.6	<1.0	<1.0	<2.0	6.2	<2.0	--	--
MW-2	10/90	650	180	64	--	--	--	--	--
	8/91	<1.0	<1.0	<1.0	<3.0	<1.0	<2.0	--	--
	5/93	<1.0	<1.0	<1.0	<2.0	<1.0	<2.0	--	--
	6/94	<0.6	<1.0	<1.0	<2.0	6.1	<2.0	--	--
	12/94	<0.6	<1.0	<1.0	<2.0	9.4	<2.0	<110	<50
	3/95	<0.5	<0.5	<0.5	<2.0	6.4	<1.0	--	--
	7/95	<0.6	<1.0	<1.0	<2.0	5.4	<2.0	--	--
	10/95	<0.6	<1.0	<1.0	<2.0	3.4	<2.0	--	--
MW-3	10/90	5,200	2,000	430	--	--	--	--	--
	8/91	1,800	<50	<50	<150	690	<100	--	--
	5/93	740	1,500	1,100	5,500	300	735	--	--
	6/94	250	68	810	1,190	500	222	--	--
	12/94	27	<5.0	150	8.4	590	15	2,220	870
	3/95	94	20	270	740	19	206	700	2,400
	7/95	370	8.4	880	609	360	489	2,900	5,200
	10/95	240	11	420	220	620	201	2,400	2,600
	1/96	280	<10	400	253	650	153	1,500	--
	7/96	470	<14	880	1,000	230	1,240	--	--
11/96	700	14	610	1,400	400	730	1,500	5,100	

**Table 2 (Continued)**  
**Summary of Groundwater Analytical Results (µg/L)**  
**Baraboo Concrete - Reedsburg**

WELL I.D.	DATE	BENZENE	TOLUENE	ETHYLBENZENE	XYLENES	METHYL-TERT-BUTYL-ETHER	TRIMETHYLBENZENES	DRO	GRO
<b>Enforcement Standard</b>		5.0	343	700	620	60	480	NE	NE
<b>Preventive Action Limit</b>		0.5	68.6	140	124	12	96	NE	NE
MW-3 (continued)	1/97	17	2.2	12	10.1	270	23	--	--
	4/97	510	[7.8]	600	567	380	750	1,400	--
	11/97	1,000	15	420	355	< 2.4	527	1,100	--
	6/98	320	<2.5	190	261	44	490	--	--
	10/98	190	< 5.4	65	79	67	47	--	--
	4/16/99	190	13	160	400	11	510	--	--
MW-4	8/91	< 1.0	< 1.0	< 1.0	< 3.0	< 1.0	< 2.0	--	--
	5/93	< 1.0	< 1.0	< 1.0	< 2.0	< 1.0	< 2.0	--	--
	6/94	< 0.6	< 1.0	< 1.0	< 2.0	< 1.0	< 2.0	--	--
	12/94	< 0.6	< 1.0	< 1.0	< 2.0	< 1.0	< 2.0	< 100	< 50
	3/95	< 0.5	< 0.5	< 0.5	< 2.0	< 0.5	< 1.0	--	--
	7/95	< 0.6	< 1.0	< 1.0	< 2.0	< 1.0	< 2.0	--	--
	10/95	< 0.6	< 1.0	< 1.0	< 2.0	< 1.0	< 2.0	--	--
MW-4A	8/91	< 1.0	< 1.0	< 1.0	< 3.0	< 1.0	< 2.0	--	--
	5/93	< 1.0	< 1.0	< 1.0	< 2.0	< 1.0	< 2.0	--	--
MW-5	8/91	540	190	210	330	470	100	--	--
	5/93	33	< 1.0	4.2	< 2.0	63	< 2.0	--	--
	6/94	68	18	320	730	28	185	--	--
	12/94	80	80	740	1,480	20	500	2,800	5,600
	3/95	64	120	600	1,510	30	397	1,200	5,200
	7/95	81	20	370	499	25	269	1,900	3,200
	10/95	31	80	710	2,690	29	810	1,400	7,500
	1/96	26	13	730	1,990	15	980	1,800	--
	7/96	26	< 0.69	46	8.8	6.2	3.3	--	--
	11/96	34	< 10	400	880	19	1,000	2,000	5,400
	1/97	39	20	250	206	18	235	--	--
	4/97	25	< 3.9	230	133	[19]	398	1,200	--
	11/97	21	5.6	200	260	10	670 B	2,300	--

**Table 2 (Continued)**  
**Summary of Groundwater Analytical Results (µg/L)**  
**Baraboo Concrete - Reedsburg**

WELL ID.	DATE	BENZENE	TOLUENE	ETHYLBENZENE	XYLENES	METHYL-TERT-BUTYL-ETHER	TRIMETHYLBENZENES	DRO	GRO
<b>Enforcement Standard</b>		<b>5.0</b>	<b>343</b>	<b>700</b>	<b>620</b>	<b>60</b>	<b>480</b>	<b>NE</b>	<b>NE</b>
<b>Preventive Action Limit</b>		<b>0.5</b>	<b>68.6</b>	<b>140</b>	<b>124</b>	<b>12</b>	<b>96</b>	<b>NE</b>	<b>NE</b>
MW-5 (continued)	6/98	<b>24</b>	< 0.40	38	7.3	17	22	--	--
	10/98 <sup>1</sup>	<b>59</b>	[2.6]	92	75	16	283	--	--
	4/16/99	<b>16</b>	2	26	24	8.8	171	--	--
MW-6	12/94	< 1.0	< 1.0	< 1.0	< 2.0	< 1.0	< 2.0	< 100	< 50
	3/95	< 0.5	< 0.5	< 0.5	< 2.0	< 0.5	< 1.0	--	--
	7/95	< 0.6	< 1.0	< 1.0	< 2.0	< 1.0	< 2.0	--	--
	10/95	< 0.6	< 1.0	< 1.0	< 2.0	< 1.0	< 2.0	--	--
MW-7	12/94	< 1.0	< 1.0	< 1.0	< 2.0	< 1.0	< 2.0	< 120	< 50
	3/95	<b>4.6</b>	< 0.5	< 0.5	0.6	1.2	< 1.0	--	--
	7/95	< 0.6	< 1.0	< 1.0	< 2.0	< 1.0	< 2.0	--	--
	10/95	< 0.6	< 1.0	< 1.0	< 2.0	< 1.0	< 2.0	--	--
	1/96	< 0.6	< 1.0	< 1.0	< 2.0	< 1.0	< 2.0	--	--
	4/97	< 0.20	< 0.2	< 0.22	< 0.76	< 0.61	< 0.39	--	--
	11/97	< 0.11	< 0.11	< 0.12	< 0.36	< 0.24	2.3 B	--	--
	6/98	< 0.11	< 0.10	< 0.10	< 0.33	< 0.21	< 0.25	--	--
	10/98	< 0.22	< 0.22	< 0.21	< 0.87	< 0.20	< 0.44	--	--
	4/16/99	< 0.32	< 0.35	< 0.34	< 1	< 0.31	0.12 J	--	--

**NOTES:**

<sup>1</sup> Laboratory report has additional comment: "Unidentified hydrocarbons present."

Source area soil was excavated in September 1994.

ORC® was injected into the shallow source area groundwater on April 8, 1998.

-- = not analyzed.

NE = no NR 140 Standard is established.

**Bold** indicates an NR 140 PAL exceedence.

**Bold with [ ]** indicates an NR 140 ES exceedence.

[ ] = concentration between the Limit of Detection (LOD) and the Limit of Quantitation (LOQ).

B = analyte is present in the associated trip blank at a level of 2.6 µg/L.

J = analyte detected between LOD and LOQ.

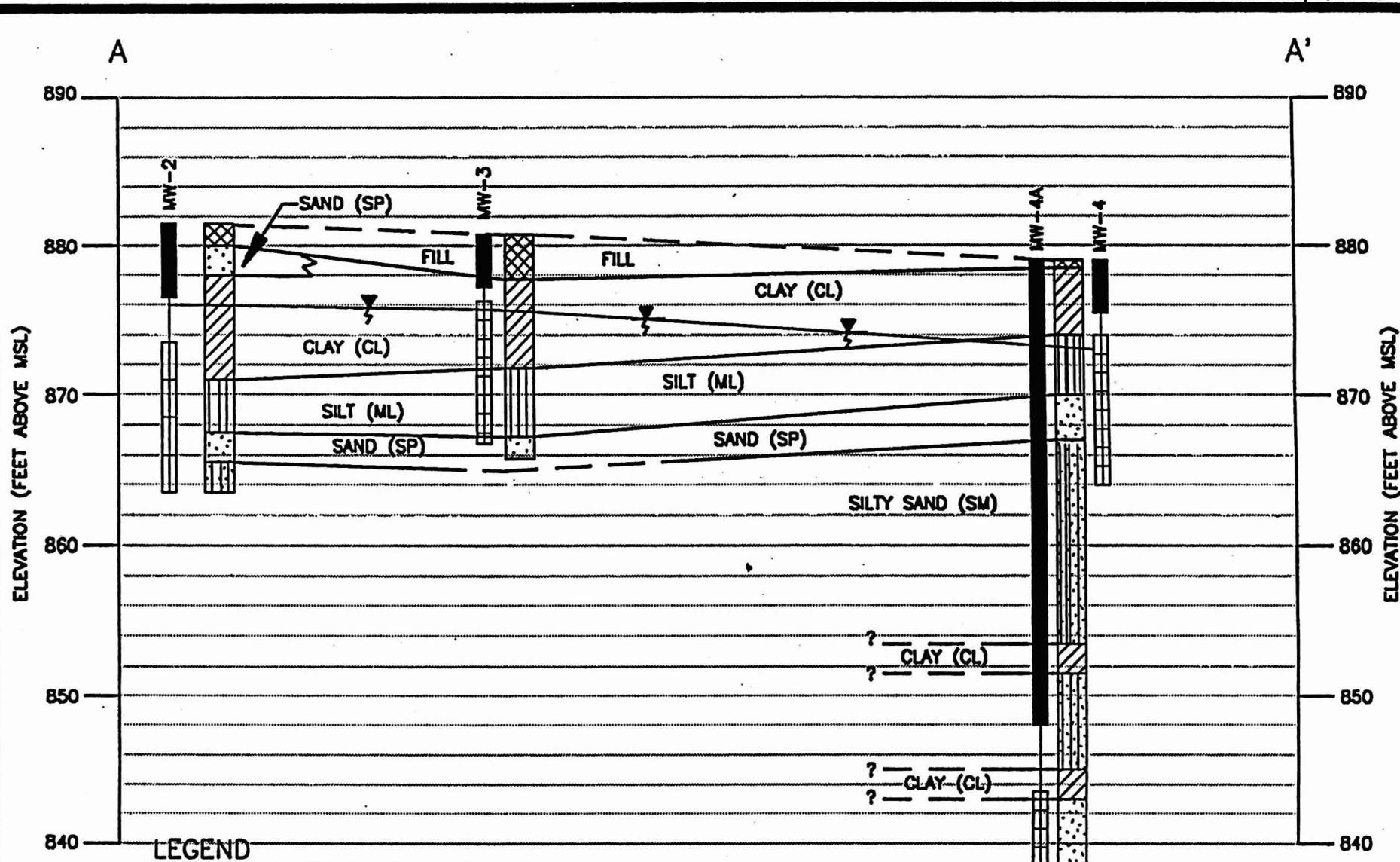
4/99 data prepared by: SSM 4/29/99

6/98 data checked by: PMP 8/19/98

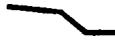
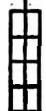
Updated by: KS 2/00

Checked by: AB 2/00

From: RMT, 1991b



LEGEND

-  FILL
-  SAND (SP)
-  CLAY (CL)
-  SILTY SAND (SM)
-  SILT (ML)
-  WATER TABLE SURFACE
-  STRATIGRAPHIC BOUNDARY
-  APPROXIMATE GROUND
-  LOCATION OF WELL SEAL
-  LOCATION OF WELL SCREEN

GEOLOGIC CROSS-SECTION A-A'

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

	DWN. BY: TBM
	DATE: NOVEMBER, 1990
	PROJ. 1929.02
	19290202