

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
810 W. Maple Street
Spooner WI 54801

Tony Evers, Governor

Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711



April 22, 2024

Ms. Darienne McNamara,
Environmental Regulatory Manager
City of Superior
1316 North 14th Street #200
Superior, WI 54550
{Sent by email to mcnamarad@ci.superior.wi.us }

Subject: Reported Contamination at Pickle Pond – Administrative Update
St. Louis River/Barkers Island/Superior Bay, Superior, WI
DNR BRRTS Activity #: 02-16-563948
Douglas County Document # 941220

Dear Ms. McNamara:

Based on the information available to the Wisconsin Department of Natural Resources (DNR), we believe that the City of Superior (the City) is the owner of the above-referenced property (Pickle Pond). The purpose of this letter is to inform you that a hazardous substance discharge occurred on the property. As the property owner, you are in possession or control of the hazardous substance discharge or other environmental pollution (contamination) at the above-described site. As such, the City may be held responsible under Wisconsin Statutes (Wis. Stat.) ch. 292 for the investigation and cleanup of the contamination at the site. The term “site” includes the area where the discharge occurred and any area to which it has migrated, pursuant to Wisconsin Administrative (Wis. Admin.) Code § NR 700.03(56).

In a letter dated July 30, 2015, the DNR identified BNSF Railway Company (BNSF) as a responsible party for the contamination detected at the Pickle Pond (attached). BNSF, the City, and the DNR (collectively the Parties) entered into the Pickle Pond Remediation and Restoration Contract effective January 15, 2019 (Pickle Pond Contract) for the removal of contaminated sediment and habitat restoration at the Pickle Pond (the Project). The Parties executed an Amendment and Assignment Agreement on June 28, 2023, transferring specific rights and obligations under the Pickle Pond Contract from BNSF to the City related to the donation of property by BNSF to the City (Assignment Agreement). The donation of property by BNSF to the City closed March 6, 2024, through a Quitclaim Deed recorded March 12, 2024, as Document #941220 by Tracy A Middleton, Register of Deeds, Douglas County, WI (attached).

The obligations of the Parties under Section 3.9 of the Pickle Pond Contract, *Notice of Completion; Presumption of Department Closure of BRRTS Matters*, are modified by Section 3.f. of the Assignment Agreement. Consequently, in connection with the property donation, the DNR has modified the Bureau of Remediation and Redevelopment Tracking System (BRRTS) to show that the City is a Responsible Party under Wis. Stats. § 292.11 for the contamination as the party in possession and control of the Pickle Pond property. This letter is the “Responsible Party Notification” concerning BRRTS Activity # 02-16-563948 and the Assignment Agreement. BNSF and its representatives are copied on this letter.

During construction of the Project in 2023, the DNR's contractor removed contaminated sediment from the Pickle Pond and properly disposed of it in an offsite landfill. Per Section 3.9 the Pickle Pond Contract and Assignment Agreement Section 3.f., the DNR will provide the City with the narrative information and data related to remedial activities necessary for the City to apply for regulatory case closure under Wis. Admin. Code chs. NR 725 and NR 726 for BRRTS Activity # 02-16-563948. DNR has tasked its consultant EA to support the City in preparing and submitting case closure request form 4400-202 and attachments necessary to apply for closure of BRRTS Activity # 02-16-563948.

LEGAL RESPONSIBILITIES

Wis. Stat. ch. 292 and Wis. Admin. Code chs. NR 700 – 799 provide specific requirements for undertaking appropriate response actions to address contamination, including requirements for emergency and interim actions, public information, site investigations, remedy selection, design and operation of remedial action systems, and case closure. For more information relating to contamination investigation and cleanup, see <https://dnr.wisconsin.gov/topic/cleanup>.

Under Wis. Stat. ch. 292, continuing obligations may be applied to a property upon the closure of an environmental investigation and cleanup case. Continuing obligations are legal requirements designed to protect public health and the environment from contamination that remains on a property. If the DNR places continuing obligations on the property at the time of closure, absent a third-party agreement stating otherwise, these obligations will become the property owner's responsibility. For more information, please see DNR publication RR-819, *Continuing Obligations for Environmental Protection Responsibilities of Wisconsin Property Owners*, accessible at <https://widnr.widen.net/s/xtjqk8xg5w/rr819>.

ADDITIONAL INFORMATION

Site-related information and DNR contacts can be found online in the Bureau for Remediation and Redevelopment Tracking System (BRRTS) on the Web (BOTW); visit dnr.wi.gov and search for "BOTW." Use the BRRTS ID # found at the top of this letter. The site can also be found on the map view, Remediation and Redevelopment Sites Map (RRSM), by visiting dnr.wi.gov and searching for "RRSM."

Send correspondence regarding this site to the DNR using the RR Program Submittal Portal at dnr.wi.gov and search for "RR submittal portal." Refer to the DNR publication *Guidance for Electronic Submittals for the Remediation and Redevelopment Program* (RR-690) for information about using the Submittal Portal, accessible at <https://widnr.widen.net/s/gh9kj7tgfh/rr690>. Questions on using the portal can also be directed to Kathleen Shafel, environmental program associate, at (715) 527-0116 or kathleen.shafel@wisconsin.gov.

If you have questions, please get in touch with me at (715) 292-4925 or joseph.graham@wisconsin.gov for more information.

Sincerely,



Joseph Graham
Project Manager

Attachments:

DNR letter to BNSF dated July 15, 2025

Douglas County Document # 941220 and map of survey

Ms. McNamara, Reported Contamination
BRRTS Activity #: 02-16-563948
April 22, 2024

Page 3 of 3

cc:

Brooke Gaede, BNSF, Brooke.Gaede@BNSF.com

Sandra Moore, BNSF, Sandra.Moore@BNSF.com

David Bessingpas, Arcadis, David.Bessingpas@arcadis.com

Edward B. Witte, Godfrey & Kahn, nwitte@gklaw.com

Duncan Moss, DNR BLS, Philip.Moss@wisconsin.gov



July 30, 2015

Sandra R. Moore - BNSF Railway
Assistant Manager Environmental Remediation
80 44th Avenue NE
Minneapolis, MN 55421

Subject: Reported Contamination at Pickle Pond (Douglas County Parcel #
028020369101) in Superior, WI
DNR BRRTS Activity # 02-16-563948

Dear Ms. Sandra Moore:

On June 29, 2015, the Department of Natural Resources (DNR) was notified through a U.S. Fish and Wildlife series of emails and reports that various contaminants had been detected at the site described above.

Based on the information that has been submitted to the DNR regarding this site, we believe you are responsible for investigating and restoring the environment at the above-described site under Section 292.11, Wisconsin Statutes, known as the hazardous substances spill law.

This letter describes the legal responsibilities of a person who is responsible under section 292.11, Wis. Stats., explains what you need to do to investigate and clean up the contamination, and provides you with information about cleanups, environmental consultants, possible financial assistance, and working cooperatively with the DNR or the Department of Agriculture, Trade and Consumer Protection (DATCP).

Legal Responsibilities:

Your legal responsibilities are defined both in statute and in administrative codes. The hazardous substances spill law, Section 292.11 (3) Wisconsin Statutes, states:

- **RESPONSIBILITY.** A person who possesses or controls a hazardous substance which is discharged or who causes the discharge of a hazardous substance shall take the actions necessary to restore the environment to the extent practicable and minimize the harmful effects from the discharge to the air, lands, or waters of the state.

Wisconsin Administrative Code chapters NR 700 through NR 754 establish requirements for emergency and interim actions, public information, site investigations, design and operation of remedial action systems, and case closure. Wisconsin Administrative Code

chapter NR 140 establishes groundwater standards for contaminants that reach groundwater.

Steps to Take:

The longer contamination is left in the environment, the farther it can spread and the more it may cost to clean up. Quick action may lessen damage to your property and neighboring properties and reduce your costs in investigating and cleaning up the contamination. To ensure that your cleanup complies with Wisconsin's laws and administrative codes, you should hire a professional environmental consultant who understands what needs to be done. The following information provides the timeframes and required steps to take. Unless otherwise approved by DNR in writing you must complete the work by the timeframes specified.

1. Within the next **30 days**, by August 29, 2015, you should submit written verification (such as a letter from the consultant) that you have hired an environmental consultant. If you do not take action within this time frame, the DNR may initiate enforcement action against you.
2. Within **60 days**, by September 28, 2015, you must submit a work plan for completing the investigation. The work plan must comply with the requirements in the NR 700 Wis. Adm. Code rule series and should adhere to current DNR technical guidance documents.
3. You must initiate the site investigation within 90 days of submitting the site investigation work plan. You may proceed with the field investigation upon DNR notification to proceed. If the DNR has not responded within 30 days from submittal of the work plan, you are required to proceed with the field investigation. If a fee for DNR review has been submitted, the field investigation must begin within 60 days after receiving DNR approval.
4. Within 60 days after completion of the field investigation and receipt of the laboratory data, you must submit a Site Investigation Report to the DNR or other agency with administrative authority. For sites with agrichemicals contamination, your case will be transferred to the Department of Agriculture, Trade and Consumer Protection for oversight.
5. Within 60 days after submitting the Site Investigation Report, you must submit a remedial actions options report.

Sites where discharges to the environment have been reported are entered into the Bureau for Remediation and Redevelopment Tracking System ("BRRTS"), a version of which appears on the DNR's internet site. You may view the information related to your site at any time (<http://dnr.wi.gov/botw/SetUpBasicSearchForm.do>) and use the feedback system to alert us to any errors in the data.

If you want a formal written response from the department on a specific submittal, please be aware that a review fee is required in accordance with ch. NR 749, Wis. Adm. Code. If a fee is not submitted with your reports, you must complete the site investigation and cleanup to maintain your compliance with the spills law and chapters NR 700 through NR754. **The timeframes specified above are required by rule, so do not delay the**

investigation of your site. We have provided detailed technical guidance to environmental consultants. Your consultant is expected to know our technical procedures and administrative rules and should be able to answer your questions on meeting cleanup requirements.

All correspondence regarding this site should be sent to:

Barbara J. Flietner
Remediation and Redevelopment Program
Wisconsin Department of Natural Resources
1701 North 4th Street
Superior, WI 54880
Barbara.Flietner@Wisconsin.gov

Unless otherwise directed, submit one paper copy and one electronic copy of plans and reports. To speed processing, correspondence should reference the BRRTS and FID numbers (if assigned) shown at the top of this letter.

Site Investigation and Vapor Pathway Analysis

As you develop the site investigation work plan, we want to remind you to include an assessment of the vapor intrusion pathway. Chapter NR 716, Wisconsin Administrative Code outlines the requirements for investigation of contamination in the environment. Specifically, s. NR 716.11(3) (a) requires that the field investigation determine the "nature, degree and extent, both areal and vertical, of the hazardous substances or environmental pollution in all affected media". In addition, section NR 716.11(5) (g) and (h) contains the specific requirements for evaluating the presence of vapors in the sub-surface as well as in indoor air.

You will need to include documentation with the Site Investigation Report that explains how the assessment was done. If the vapor pathway is being ruled out, then the report needs to provide the appropriate justification for reaching this conclusion. If the pathway cannot be ruled out, then investigation and, if appropriate, remedial action must be taken to address the risk presented prior to submitting the site for closure. The DNR has developed guidance to help responsible parties and their consultants comply with the requirements described above. The guidance includes a detailed explanation of how to assess the vapor intrusion pathway and provides criteria which identify when an investigation is necessary. The guidance is available at:

<http://dnr.wi.gov/files/PDF/pubs/rr/RR800.pdf>.

Additional Information for Site Owners:

We encourage you to visit our website at <http://dnr.wi.gov/topic/Brownfields/>, where you can find information on selecting a consultant, financial assistance and understanding the cleanup process. You will also find information there about liability clarification letters, post-cleanup liability and more.

If you have questions, call the Barbara J. Flietner at 715-392-7825 for more information or visit the RR web site at the address above.

Thank you for your cooperation.

Sincerely,

Barbara J. Flietner
Hydrogeologist
Remediation & Redevelopment Program

Enclosures:

1. Selecting a Consultant – RR-502
<http://dnr.wi.gov/files/PDF/pubs/rr/RR502.pdf>
Environmental Services Contractor List – RR-024
<http://dnr.wi.gov/files/PDF/pubs/rr/RR024.pdf>
VPLE Fact Sheet #2
<http://dnr.wi.gov/files/PDF/pubs/rr/RR506.pdf>
Environmental Contamination Basics, RR-674
<http://dnr.wi.gov/files/PDF/pubs/rr/RR674.pdf>

cc: Matthew B. Steiger, WDNR
1701 N. 4th Street
Superior, WI 54880

Recorded on
03-12-2024 at 2:20 PM
TRACY A MIDDLETON
REGISTER OF DEEDS
DOUGLAS COUNTY, WI
Fee Amount: \$30.00
FEE EXEMPT: 2G
Total Pages: 7

WHEN RECORDED MAIL TO:

City of Superior
Darlene McNamara
1316 North 14th Street
Superior WI 54880 *DCA*

RECORDED AT THE REQUEST OF:

City of Superior
Darlene McNamara
1316 North 14th Street
Superior WI 54880

PART OF PIN# 02-802-03682-00, 02-802-03691-01, 02-802-03694-01, 02-802-03696-00, 02-802-03701-01, 02-802-03704-00, 02-802-03709-01, 02-802-03710-00, 02-802-03710-01, 02-802-03714-00, 02-802-03715-00, 02-802-03715-01, 02-802-03810-00, 02-802-03813-00, 02-802-03814-00, 02-802-03817-00, 02-802-03822-00, 02-802-04843-01, 02-802-05867-00, 02-802-05875-00, 02-802-05875-01, 02-802-05877-01 and 02-802-05878-01

QUITCLAIM DEED

THIS QUITCLAIM DEED is dated to be effective as of March 6th, 2024, and is made between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Donor**"), and **CITY OF SUPERIOR, WISCONSIN** ("**Donee**"), whose legal address is 1316 North 14th Street, Superior WI 54880.

WITNESSES, that Donor, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has sold and **QUITCLAIMED**, and by these presents does sell and **QUITCLAIM** unto Donee, its successors and assigns, without any covenants of warranty or title whatsoever and without recourse to Donor, all of Donor's right, title, and interest, if any, (i) in and to that certain tract of land located in Douglas County, Wisconsin, as more particularly described on **Exhibit "A"** (the "**Land**"); (ii) in and to the fixtures, mechanical systems, utility infrastructure, transportation infrastructure, existing bridges and appurtenances thereto, trackage and appurtenances thereto (including crossings, ballast, ties, rail, switches, and all associated hardware), and other improvements, if any (collectively, "**Improvements**") located on the Land; and (iii) arising out of the identified condition of the Land including, without limitation, as riparian to the waterbody known as Pickle Pond, including any such right, title and interest, if any, in the waters of Pickle Pond, in the land submerged beneath Pickle Pond, or in any current or future natural or artificial accretions, including natural or constructed wetlands, to such riparian property adjacent to Pickle Pond (collectively, "**Riparian Interests**") (the Land, Improvements, and Riparian Interests are collectively referred to as the "**Property**"), subject however, to all existing apparent rights, encumbrances, and interests, including, but not limited to, all reservations, rights-of-way, and easements of record or otherwise.

Donor conveys the Property subject to the following:

- (a) Donee's interest shall be subject to the rights and interests of third parties, other than Donor, in and to all existing utilities, fiber optic lines, and wires on the Property whether owned,

operated, used or maintained by Donor's licensees, permittees or other third parties and whether or not of public record.

(b) Donee's interest shall be subject to, and Donor does hereby specifically reserve, a reservation to Donor of all coal, oil, gas, casing-head gas and all ores and minerals of every kind and nature including sand and gravel underlying the surface of the Property (the "**Reserved Minerals**"). Notwithstanding the reservation by Donor of the foregoing Reserved Minerals, Donor, on behalf of itself and its successors and assigns, hereby waives and relinquishes any and all of its existing or reversionary rights of ingress and egress over the surface of the Property, including, without limitation, the right to enter upon the surface of the Property for the purpose of mining, drilling, exploring, operating, and developing the Reserved Minerals; *provided, however*, that such surface waiver shall not prohibit Donor or its successors or assigns from using, exploring for, developing, or producing the Reserved Minerals in and under the Property, or lands pooled or unitized therewith, by pooling or by wells drilled and other subsurface operations in and under the Property (including, without limitation, directional or horizontal drilling techniques, fracturing, and other completion operations) originating from surface locations not on the Property, or by any other method that does not require ingress and egress over the surface of the Property; *provided, further, however*, that the well bore and other subsurface equipment for any oil or gas well that enters the subsurface of the Property shall be at a depth of at least five hundred feet (500') below the surface of the Property.

(c) Any improvements constructed or altered on the Property after the date hereof shall be constructed or altered in such a manner to provide adequate drainage of water away from any of Donor's railroad tracks on nearby property.

(d) For ninety-nine (99) years after the date hereof, Donee covenants and agrees that the Property shall be used solely for non-residential purposes and that the groundwater will not be used for drinking water or irrigation purposes.

(e) Donee acknowledges that it has had an opportunity to inspect and investigate the Property, including, but not limited to, the environmental condition of the Property. **DONEE IS ACQUIRING THE PROPERTY ON AN "AS-IS WITH ALL FAULTS" BASIS WITH ANY AND ALL PATENT AND LATENT DEFECTS, INCLUDING THOSE RELATING TO THE ENVIRONMENTAL CONDITION OF THE PROPERTY. DONEE SPECIFICALLY ACKNOWLEDGES THAT DONOR IS NOT MAKING AND DONEE IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND WHATSOEVER FROM DONOR AS TO ANY MATTERS CONCERNING THE PROPERTY,** including, but not limited to, the physical condition of the Property; zoning status; tax consequences of this transaction; utilities; operating history or projections or valuation; compliance of the Property, including any operations and activities conducted on the Property, with Environmental Laws (defined below) or other laws, statutes, ordinances, decrees, regulations and other requirements applicable to the Property; the presence of any Hazardous Substances (defined below), wetlands, asbestos, lead, lead-based paint or other lead containing structures, urea formaldehyde, or other environmentally sensitive building materials in, on, under, or in proximity to the Property; the condition or existence of any above ground or underground structures or improvements, including tanks and transformers in, on or under the Property; the developmental potential of the Property, and the Property's use, habitability, merchantability, or fitness, suitability, value or adequacy of the Property for any particular purpose; the quality, nature, adequacy, and physical condition of soils, geology and any groundwater; the condition of title to the Property, and any leases, easements, permits, orders, licenses, or other agreements affecting the Property, including, without limitation, the agreements identified in that certain Pickle Pond Remediation and Restoration Contract dated January 10, 2019, by and among Donor, Donee, and the State of Wisconsin, Department of Natural Resources (the "**Department**") that are to be assigned to Donee pursuant to that certain Amendment and

Assignment Agreement executed contemporaneously herewith by and among Donor, Donee, and the Department (collectively, the "**Condition of the Property**"). Donee represents and warrants to Donor that Donee has not relied and will not rely on, and Donor is not liable for or bound by, any warranties, guaranties, statements, representations or information pertaining to the Property or relating thereto made or furnished by Donor, the manager of the Property, or any real estate broker or agent representing or purporting to represent Donor, to whomever made or given, directly or indirectly, orally or in writing. Notwithstanding the above, Donor agrees that no easement or other right reserved to Donor would permit Donor to use any portion of the Property for any railroad purpose after the date hereof.

(f) As between Donee and Donor, Donee assumes the risk that Hazardous Substances impact soil and groundwater at the Property and assumes the risk that other adverse matters may affect the Property that were not revealed in the analytical results provided by Donor or by Donee's inspection. Donee assumes and agrees to pay for, perform and discharge in due course all liabilities for all environmental, ecological, health or other claims pertaining to the Property which relate to Condition of the Property or operations and activities conducted at the Property on or before the date hereof, including, but not limited to, conducting any investigation, removal or remedial actions or implementing any institutional controls required by any state, federal or local authority or required by any Environmental Law imposing liability on any person for the existence of Hazardous Substances at the Property.


(g) Donee hereby unconditionally waives, releases, covenants not to sue, and discharges forever Donor and Donor's officers, directors, shareholders, employees and agents from any and all present or future claims, demands, suits, damages, Losses (defined below), injuries, liabilities, causes of action, costs, expenses, fines, penalties, judgments (including, without limitation, attorneys' fees and legal costs) of any and every kind or character, known or unknown, which Donee could presently or in the future assert or allege against Donor or Donor's officers, directors, shareholders, employees or agents arising from or in any way related, in whole or in part, to the Condition of the Property; *provided, however*, such waiver, release, and covenant not to sue shall not apply to any claim by Donee pertaining to a condition first arising after the date hereof and related to contamination migrating or emanating onto the Property from a source of contamination on or at Donor's adjacent property.

(h) The term "**Losses**" means without limitation (i) the cost of any investigation, removal, remedial or other response action that is required by any Environmental Law, that is required by judicial order or by order of or agreement with any governmental authority, or that is necessary or otherwise is reasonable under the circumstances, (ii) expenditures necessary to cause Donor's remaining property or the operations or business of Donor on its remaining property to be in compliance with the requirements of any Environmental Law, and (iii) damages for injury or death of any person. The term "**Environmental Law**" means any past, present or future federal, state or local statute, regulation, code, rule, ordinance, order, judgment, decree, injunction or common law pertaining in any way to the protection of human health or the environment, including, but not limited to, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Toxic Substances Control Act, the Clean Air Act, the Clean Water Act, the Emergency Planning and Community Right-To-Know Act, the Hazardous Materials Transportation Act, the Oil Pollution Act and any similar or comparable state or local law. The term "**Hazardous Substance**" means any "hazardous substance," "hazardous material," "solid waste," "hazardous waste," "oil," "pollutant," "contaminant," "hazardous air pollutant," "toxic chemical," "radioactive substance," "infectious substance," "petroleum or petroleum product," "extremely hazardous substance," "pesticide," "chemical substance," "asbestos," "microorganism," or related substance in any quantity as those terms are generally understood or as those terms are now or hereafter defined in, or regulated by, any Environmental Law.

(i) Pursuant to Wis. Stat. Sec. 709.08, Donee hereby waives any right it may have to receive a real estate condition report, as the same may be required pursuant to Wis. Stat. Sec. 709.02.

GRANTEE:

CITY OF SUPERIOR, WISCONSIN

By: 
Name: Jim Paine
Title: Mayor

STATE OF WISCONSIN)
) SS
COUNTY OF DOUGLAS)

I, Stephanie L Becken, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Jim Paine, personally known to me to be the Mayor of CITY OF SUPERIOR, WISCONSIN, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such she/he signed and delivered the said instrument pursuant to proper authority given by said limited liability company, as her/his free and voluntary act, and as the free and voluntary act and deed of said limited liability company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 24 day of April, 2023

(Seal)

By: 
Notary Public

My Commission Expires: October 13, 2025

EXHIBIT "A"

LEGAL DESCRIPTION

Part of Lots 1 and 2 and all of Lots 3-5, Block 1; Lots 1-5, Block 2 and Lots 1-5, Block 3 and part of Lots 1 and 2, Chandler Pier in the Subdivision of Block 3 of the Townsite of Middletown, together with the land lying between Lots 1 and 2 of Chandler Pier and Blocks 2 and 3 of the Subdivision of Block 3 of the Townsite of Middletown and together with vacated Front Street, Chandler Pier, 13th Avenue East and 14th Avenue East

And

Part of Lots 3-11, Block 2 and the northeasterly projection of said lot lines; Lot 1 and part of Lots 2-6, Block 4 and the northeasterly projection of said lot lines; part of Lots 1-6, Block 5 and the northeasterly projection of said lot lines; part of Lots 1-6, Block 6 and the northeasterly projection of said lot lines, in the Townsite of Middletown, together with vacated 10th Avenue East, 11th Avenue East, 13th Avenue East and 14th Avenue East

And

Part of Lot 1, Block 1 and the northeasterly projection of said lot lines, Lots 2-5, Block 2 and the northeasterly projection of said lot lines in Superior City, together with vacated 10th Avenue East

All of which are located in Government Lots 1 and 2, Section 24, Township 49 North, Range 14 West, City of Superior, Douglas County, Wisconsin and contained in the following metes and bounds description:

Commencing at the Southeast Corner of said Section 24; thence North 00 degrees 28 minutes 11 seconds West, along the east line of the Southeast Quarter of said Section 24, a distance of 2637.44 feet to the East Quarter Corner of said Section 24; thence continuing North 00 degrees 28 minutes 11 seconds West, along the east line of Government Lot 1 of said Section 24, a distance of 495.40 feet to the southeasterly line of Lot 3, Block 2 of said Townsite of Middletown and the Point of Beginning; thence South 48 degrees 50 minutes 27 seconds West, along said southeasterly line of Lot 3, a distance of 252.15 feet to the Southeast Corner of said Lot 3; thence North 41 degrees 10 minutes 57 seconds West, along the southwesterly line of said Block 2, a distance of 279.95 feet to the Southwest Corner of said Lot 9, Block 2, Townsite of Middletown; thence North 48 degrees 50 minutes 56 seconds East, along the northwesterly line of said Lot 9 a distance of 100.00 feet; thence North 41 degrees 10 minutes 57 seconds West a distance of 39.99 feet; thence North 48 degrees 51 minutes 01 second East a distance of 10.39 feet; thence North 43 degrees 18 minutes 06 seconds West a distance of 70.04 feet; thence South 48 degrees 51 minutes 05 seconds West a distance of 7.80 feet; thence North 41 degrees 10 minutes 57 seconds West a distance of 95.00 feet; thence North 48 degrees 51 minutes 05 seconds East a distance of 4.28 feet; thence North 43 degrees 18 minutes 06 seconds West a distance of 75.38 feet to the southeasterly line of said Lot 3, Block 1, Subdivision of Block 3 of the Townsite of Middletown; thence South 48 degrees 51 minutes 05 seconds West, along said

lot line, a distance of 101.50 feet to the Southeast Corner of said Lot 3; thence North 41 degrees 10 minutes 57 seconds West, along the southwesterly line of said Block 1 and the southwesterly line of said Block 4, Townsite of Middletown, a distance of 346.22 feet to the Southeast Corner of said Lot 2, Block 4, Townsite of Middletown; thence North 44 degrees 11 minutes 22 seconds East, along the southeasterly line of said Lot 2, a distance of 120.39 feet; thence North 41 degrees 10 minutes 57 seconds West a distance of 582.83 feet; thence North 45 degrees 49 minutes 45 seconds West a distance of 69.16 feet to the centerline of said vacated 11th Avenue East; thence North 44 degrees 09 minutes 15 seconds East, along said centerline, a distance of 15.02 feet; thence North 45 degrees 48 minutes 51 seconds West a distance of 579.18 feet to the southeasterly line of said Lot 2, Block 2, Superior City; thence South 44 degrees 08 minutes 57 seconds West, along said lot line, a distance of 135.00 feet to the Southeast Corner of said Lot 2; thence North 45 degrees 48 minutes 51 seconds West, along the southwesterly line of said Lot 2, a distance of 59.97 feet to the Northwest Corner of said Lot 2; thence North 44 degrees 09 minutes 03 seconds East, along the northwesterly line of said Lot 2, a distance of 378.10 feet to a line 50.00 feet northeast of and parallel with the centerline of the Burlington Northern Santa Fe rail line; thence South 43 degrees 18 minutes 06 seconds East, along said line, a distance of 1867.05 feet; thence South 45 degrees 36 minutes 40 seconds West a distance of 65.01 feet; thence South 43 degrees 18 minutes 06 seconds East a distance of 209.02 feet; thence South 38 degrees 27 minutes 15 seconds East a distance of 41.36 feet; thence South 00 degrees 09 minutes 47 seconds West a distance of 10.25 feet; thence South 34 degrees 11 minutes 07 seconds East a distance of 25.10 feet; thence South 12 degrees 49 minutes 02 seconds East a distance of 35.81 feet; thence South 18 degrees 34 minutes 02 seconds East a distance of 20.31 feet; thence South 50 degrees 43 minutes 05 seconds West a distance of 20.02 feet; thence South 16 degrees 44 minutes 14 seconds East a distance of 20.02 feet; thence South 26 degrees 30 minutes 09 seconds West a distance of 16.04 feet to the Point of Beginning.

Excepting therefrom 12th Avenue East, a platted, undeveloped street lying between Blocks 4 and 5 in the Townsite of Middletown.

The area of the land described above is 13.59 acres.



Legal Description:

Part of Lots 1 and 2 and all of Lots 3-5, Block 1; Lots 1-5, Block 2 and Lots 1-5, Block 3 and part of Lots 1 and 2, Chandler Pier in the Subdivision of Block 3 of the Townsite of Middletown, together with the land lying between Lots 1 and 2 of Chandler Pier and Blocks 2 and 3 of the Subdivision of Block 3 of the Townsite of Middletown and together with vacated Front Street, Chandler Pier, 13th Avenue East and 14th Avenue East

And

Part of Lots 3-11, Block 2 and the northeasterly projection of said lot lines; Lot 1 and part of Lots 2-6, Block 4 and the northeasterly projection of said lot lines; part of Lots 1-6, Block 5 and the northeasterly projection of said lot lines; part of Lots 1-6, Block 6 and the northeasterly projection of said lot lines, in the Townsite of Middletown, together with vacated 10th Avenue East, 11th Avenue East, 13th Avenue East and 14th Avenue East

And

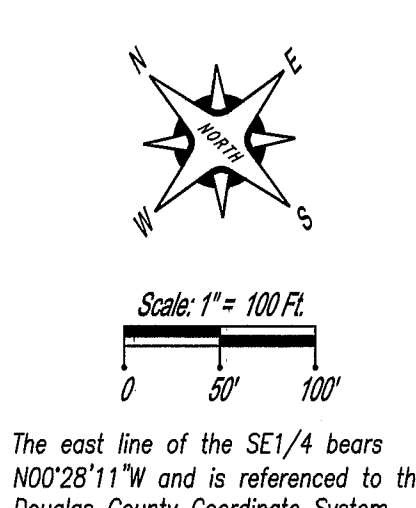
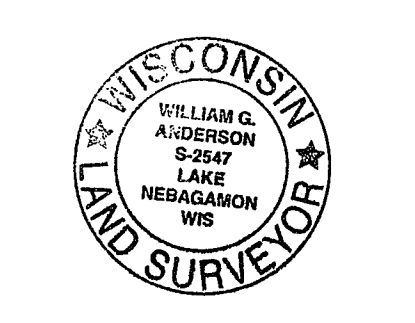
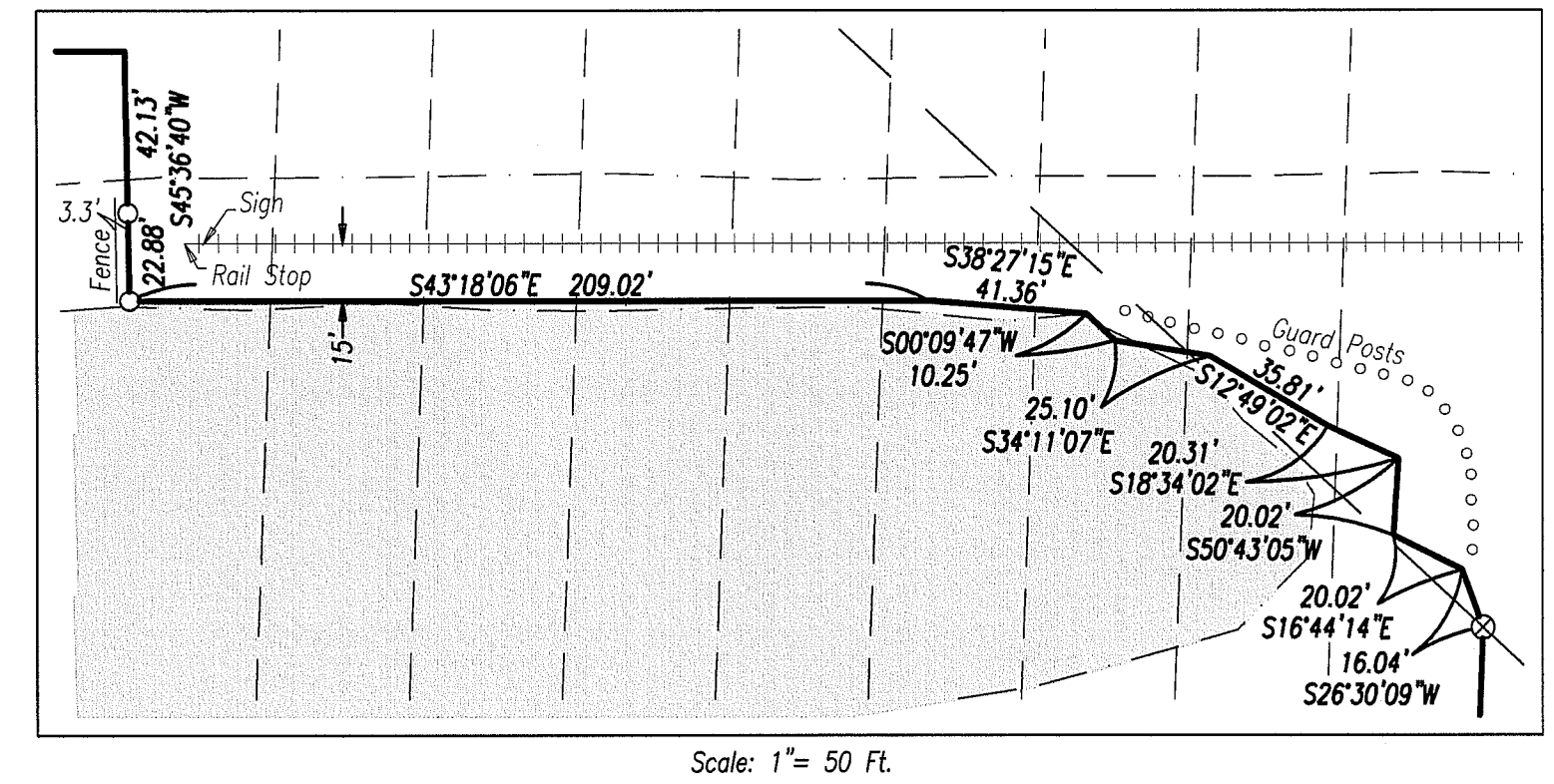
Part of Lot 1, Block 1 and the northeasterly projection of said lot lines, Lots 2-5, Block 2 and the northeasterly projection of said lot lines in Superior City, together with vacated 10th Avenue East

All of which are located in Government Lots 1 and 2, Section 24, Township 49 North, Range 14 West, City of Superior, Douglas County, Wisconsin and contained in the following metes and bounds description:

Commencing at the Southeast Corner of said Section 24; thence North 00 degrees 28 minutes 11 seconds West, along the east line of the Southeast Quarter of said Section 24, a distance of 2637.44 feet to the East Quarter Corner of said Section 24; thence continuing North 00 degrees 28 minutes 11 seconds West, along the east line of Government Lot 1 of said Section 24, a distance of 495.40 feet to the southeasterly line of Lot 3, Block 2 of said Townsite of Middletown and the Point of Beginning; thence South 48 degrees 50 minutes 27 seconds West, along said southeasterly line of Lot 3, a distance of 252.15 feet to the Southeast Corner of said Lot 3; thence North 41 degrees 10 minutes 57 seconds West, along the southwesterly line of said Block 2, a distance of 279.95 feet to the Southwest Corner of said Lot 3, Block 2, Townsite of Middletown; thence North 48 degrees 50 minutes 55 seconds East, along the northwesterly line of said Lot 3 a distance of 100.00 feet; thence North 41 degrees 10 minutes 57 seconds West a distance of 39.99 feet; thence North 48 degrees 51 minutes 01 second East a distance of 10.39 feet; thence North 43 degrees 18 minutes 06 seconds West a distance of 70.04 feet; thence South 48 degrees 51 minutes 05 seconds West a distance of 7.80 feet; thence North 41 degrees 10 minutes 57 seconds West a distance of 95.00 feet; thence North 48 degrees 51 minutes 05 seconds East a distance of 4.28 feet; thence North 43 degrees 18 minutes 06 seconds West a distance of 75.38 feet to the southeasterly line of said Lot 3, Block 1, Subdivision of Block 3 of the Townsite of Middletown; thence South 48 degrees 51 minutes 05 seconds West, along said lot line, a distance of 101.50 feet to the Southeast Corner of said Lot 3; thence North 41 degrees 10 minutes 57 seconds West, along the southwesterly line of said Block 1 and the southwesterly line of said Block 4, Townsite of Middletown; thence North 44 degrees 11 minutes 22 seconds East, along the southeasterly line of said Lot 2, a distance of 346.22 feet to the Southeast Corner of said Lot 2, Block 4, Townsite of Middletown; thence North 44 degrees 11 minutes 22 seconds East, along the southeasterly line of said Lot 2, a distance of 582.83 feet; thence North 45 degrees 49 minutes 45 seconds West a distance of 69.16 feet to the centerline of said vacated 11th Avenue East; thence North 44 degrees 09 minutes 15 seconds East, along said centerline, a distance of 15.02 feet; thence North 45 degrees 48 minutes 51 seconds West a distance of 579.18 feet to the southeasterly line of said Lot 2, Block 2, Superior City; thence South 44 degrees 08 minutes 57 seconds West, along said lot line, a distance of 135.00 feet to the Southeast Corner of said Lot 2; thence North 45 degrees 48 minutes 51 seconds West, along the southwesterly line of said Lot 2, a distance of 59.97 feet to the Northwest Corner of said Lot 2; thence North 44 degrees 09 minutes 03 seconds East, along the northwesterly line of said Lot 2, a distance of 378.10 feet to a line 50.00 feet northeast of and parallel with the centerline of the Burlington Northern Santa Fe rail line; thence South 43 degrees 18 minutes 06 seconds East, along said line, a distance of 1867.05 feet; thence South 45 degrees 36 minutes 40 seconds West a distance of 65.01 feet; thence South 43 degrees 18 minutes 06 seconds East a distance of 209.02 feet; thence South 38 degrees 27 minutes 15 seconds East a distance of 41.36 feet; thence South 00 degrees 09 minutes 47 seconds West a distance of 10.25 feet; thence South 34 degrees 11 minutes 07 seconds East a distance of 25.10 feet; thence South 12 degrees 49 minutes 02 seconds East a distance of 35.81 feet; thence South 18 degrees 34 minutes 02 seconds East a distance of 20.31 feet; thence South 50 degrees 43 minutes 05 seconds West a distance of 20.02 feet; thence South 16 degrees 44 minutes 14 seconds East a distance of 20.02 feet; thence South 26 degrees 30 minutes 09 seconds West a distance of 16.04 feet to the Point of Beginning.

Excepting therefrom 12th Avenue East, a platted, undeveloped street lying between Blocks 4 and 5 in the Townsite of Middletown.

The area of the land described above is 13.59 acres.



Surveyor's Notes:

The shoreline of the Pickle Pond and the rail line as shown on this map were located prior to any construction work being conducted in 2023.

The Public Land Survey monuments used for this survey were recovered as shown. The witness ties were verified with the most recent monument record for each corner.

The fieldwork for this survey was completed on 2/8/2024.