

From: Beggs, Tauren R - DNR
Sent: Tuesday, June 9, 2020 11:24 AM
To: Kathleen McDaniel
Cc: Adam Tegen; Byers, Harris
Subject: Riverpoint District Case, BRRTS # 02-36-585491

Hi Kathleen,

Thanks for the documentation. I believe this is all I need since the Blight Determination was already previously provided, so just needed the documentation of acquisition, which the Quit Claim Deed provides.

The new BRRTS case was created, BRRTS # 02-36-585491, in order to document the other contaminants detected at this site that are not associated with the closed cases on-site. No Responsible Party (RP) letter will be issued since the City of Manitowoc has the local governmental unit (LGU) environmental liability exemption.

Please keep me updated as things progress, so I can assist the City/CDA and Stantec in navigating the process of redevelopment at this Brownfield site.

Regards,

We are committed to service excellence.

Visit our survey at <http://dnr.wi.gov/customersurvey> to evaluate how I did.

Tauren R. Beggs

Phone: (920) 366-5739 (Temporary Work Number)

Tauren.Beggs@wisconsin.gov (preferred contact method during work at home)

Document Number _____

DOC # 1204566

QUITCLAIM DEED

THIS INDENTURE, Witnesseth that the **Wisconsin Central Ltd.**, a Delaware corporation, (the "Grantor"), whose mailing address is 17641 S. Ashland Avenue, Homewood, Illinois 60430, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration in hand paid, does hereby GRANT, CONVEY AND QUIT CLAIM to **The Community Development Authority of the City of Manitowoc, Wisconsin**, a Wisconsin municipality, (the "Grantee"), whose mailing address is 900 Quay Street, Manitowoc, Wisconsin 54220, all of Grantor's right, title and interest, if any, in and to the following described lands situated in the County of Manitowoc and the State of Wisconsin to wit:

MANITOWOC COUNTY, WISCONSIN
KRISTI TUESBURG - REGISTER OF DEEDS
RECORDED 04/12/2019 03:11:51 PM

Recording Area

Name and Return Address

Salutz & Salutz LLP
PO Box 187
Manitowoc, Wisconsin 54221

Transfer Fee 2400.00

PARCEL 1

A parcel of land located in Blocks 2, 148, 149, 150, 151, 152, 168, 169, 170, 171, 172, 173 and 185 of the Original Plat of the City of Manitowoc and adjacent vacated streets, being part of Government Lot 3 of Section 19 and Government Lot 5 of Section 30, Town 19 North, Range 24 East, City of Manitowoc, Manitowoc County, Wisconsin, described as follows:

Commencing at the NE Corner of said Section 30; Thence N 87°35'26" W, 366.28 feet coincident with the north line of said Government Lot 5 to a point on the west line of N. 11th street being the point of beginning; Thence N 00°52'37" E, 78.32 feet coincident with said west line of N. 11th street to a meander line being S 00°52'37" W, ±61 feet from the approximate Ordinary High Water Mark of the Manitowoc River; Thence N 74°02'44" W, 882.94 feet coincident with said meander line; Thence S 61°01'35" W, 53.26 feet coincident with said meander line to a point on the north line of an existing parcel recorded in volume 243, page 314, document 306352, being S 88°45'41" E, ±28 feet from said approximate Ordinary High Water Mark of the Manitowoc River; Thence S 88°45'41" E (recorded as N 88°48'40" W), 30.00 feet; Thence Southerly, 128.67 feet along the arc of a 301.89 foot radius curve to the right the chord of which bears S 11°42'41" E (recorded as N 11°45'40" W), 127.70 feet; Thence S 00°29'19" W (recorded as N 0°26'20" E), 118.70 feet; Thence

N 88°20'41" W (recorded as S 88°23'40" E), 1.25 feet; Thence Southerly, 123.97 feet along the arc of a 240.49 foot radius curve to the left the chord of which bears S 13°04'41" E (recorded as N 13°07'40" W), 122.60 feet all coincident with the easterly line of said existing parcel recorded in volume 243, page 314, document 306352; Thence S 48°19'19" W, 20.00 feet to a meander line on the south line of said parcel, being N 48°19'19" E, ±44 feet from said approximate Ordinary High Water Mark of the Manitowoc River; Thence S 49°52'04" E, 1515.55 feet coincident with said meander line to a point on the west line of N. 10th Street as described in volume 755, page 408, document 609214, being N 01°03'40" E, ±24 feet from said approximate Ordinary High Water Mark of the Manitowoc River; Thence N 01°03'40" E (recorded as S 00°40'15" W), 15.00 feet; Thence S 88°56'20" E (recorded as S 89°19'45" W), 9.00 feet; Thence N 00°50'35" W (recorded as S 02°34'30" E), 120.06 feet; Thence N 02°55'01" E (recorded as S 01°11'06" W), 308.99 feet; Thence S 89°30'20" E (recorded as S 88°45'45" W), 1.00 feet all coincident with said west line of N. 10th Street as described in volume 755, page 408, document 609214; Thence N 01°03'40" E, 40.27 feet to the southeast corner of said Block 168; Thence N 89°31'05" W, 100.00 feet coincident with the south line of said Block to the southwest corner of Lot 11; Thence N 01°03'40" E, 110.00 feet to the northwest corner of said Lot 11; Thence N 89°31'05" W, 100.00 feet to the southwest corner of Lot 4; Thence N 01°03'40" E, 115.00 feet coincident with the west line of said Lot 4 and its northerly extension to the south line of Buffalo Street as established by the Resolution Vacating Street Area, recorded in document 470436; Thence N 89°31'05" W, 165.97 feet coincident with said south line of Buffalo Street to said west line of N. 11th Street; Thence N 01°20'53" E, 35.00 feet; Thence N 01°02'59" E, 300.32 feet; Thence N 89°25'09" W, 0.55 feet; Thence N 00°52'37" E, 11.68 feet all coincident with said west line of N. 11th Street to the point of beginning. Said parcel includes all of that land lying between the meander lines and the Ordinary High Water Mark of the Manitowoc River.

Said parcel contains ±877,123 Square Feet (±20.136 Acres) of land.

PARCEL 2

Part of Blocks 15, and 16, including portions of the adjacent vacated streets and alleys of A.W. Buel's Subdivision being located in Government Lots 2, 3 and 4 of Section 19, Town 19 North, Range 24 East, City of Manitowoc, Manitowoc County, Wisconsin, being described as follows:

Commencing at the S 1/4 Corner of said Section 19; Thence N 00°28'43" E, 1686.24 feet coincident with quarter section line between said Government Lots 3 and 4 to its intersection with the westerly line of Spring Street; Thence S 39°34'52" W, 462.46 feet coincident with said westerly line of Spring Street to the north right-of-way line of the Wisconsin Central Railroad being the point of beginning; Thence continuing S 39°34'52" W, 109.01 feet to the south right-of-way line of the Wisconsin Central Railroad; Thence N 73°52'54" W, 324.87 feet; Thence S 16°07'06" W, 50.00 feet; Thence N 73°52'54" W, 150.25 feet all coincident with said south right-of-way line of the Wisconsin Central Railroad; Thence S 23°26'08" W, 85.00 feet to the northerly right-of-way line of the former Chicago & Northwestern Railroad; Thence N 50°33'52" W, 718.27 feet coincident with said northerly right-of-way line to the northerly right-of-way line of the Wisconsin Central Railroad; Thence S 73°52'54" E, 820.69 feet; Thence S 16°07'06" W, 50.00 feet; Thence S 73°52'54" E, 368.28 feet all coincident with said northerly right-of-way line of the Wisconsin Central Railroad to the point of beginning.

Said parcel contains 161,095 Square Feet (3.698 Acres) of land.

Environmental Restrictions.

Grantee, for itself and the Grantee Parties, hereby agrees to the environmental covenants and restrictions set forth below ("Environmental Restrictions"). The Environmental Restrictions shall run with the land for the benefit of the Grantor Parties and shall bind Grantee Parties and all lessees, licensees, invitees, and any user or occupant of all or any portion of the Premises ("Restricted Persons"), and shall continue in force unless and until released as set forth below.

(i) Environmental Matters. To reduce risks to human health and/or the environment and to permit application of environmental corrective action standards or other protective activities that are consistent with applicable law, this conveyance is made by Grantor and accepted by Grantee Parties on the express condition and subject to the following restrictions, notices, acknowledgments and covenants until such time as the Premises (or the applicable portion thereof) has been sufficiently remediated in accordance with (i)(c) below. For the purposes of this Deed, the legal descriptions for Parcels B-1 and B-2 are set forth on Exhibit "A".

(a) Groundwater Exposure Restriction. No water supply wells of any kind (including, without limitation, water wells used for drinking, bathing or other human consumption purposes and water wells used for livestock, farming or irrigation) shall be installed or used on the Premises (collectively, the "Groundwater Exposure Restriction"); provided, however, that the Groundwater Exposure Restriction does not prohibit the installation or use of any compliance wells or any groundwater monitoring, recovery or extraction wells or similar devices used for or related to the performance of any remediation or environmental corrective action work on the Premises now or in the future.

(b) Use Restriction. Subject to Section (i)(c) below, the use of Parcels B-1 and B-2 shall be strictly limited to industrial land uses as that term is defined in NR 700.03(28(m)), and no other use or occupation is permitted. Except for those uses described in the preceding sentence and subject to Section (i)(c) below, Parcels B-1 and B-2 shall not be used or occupied for residential, commercial, agricultural or other non-industrial purposes. For the avoidance of doubt and notwithstanding any other provision herein, except as set forth in Section (i)(c) below, under no circumstance shall Parcel B-1 or B-2 or any portion of those parcels be used for habitation by individuals or as a parkland, public or private beach, recreational facility, educational facility, health care facility (including, without limitation, medical, dental, nursing and hospice facilities), child care facility, elder care facility, or place of worship.

(c) Remediation. Parcels B-1 and B-2 may be used for purposes other than those permitted in Section (i)(b) above so long as Grantee Parties, at Grantee Parties' sole expense: (1) enroll the parcels in the Wisconsin Voluntary Party Liability Exemption Program pursuant to and in accordance with the procedures specified in s. 292.15 Wis. Stats. and ch. NR 750 Wis. Adm. Code and as recently amended in practice by WDNR by affording VPLE coverage for only those contaminants discovered as part of an ASTM compliant phase 1 and phase

2 investigation (the "Revised VPLE Policy"); (2) remediate environmental contamination existing on those parcels to the extent necessary to meet Wisconsin remediation objectives for non-industrial properties and satisfy requirements for case closure under ch. NR 726 Wis. Adm. Code; (3) undertake all other actions necessary to obtain a Certificate of Completion from the Wisconsin Department of Natural Resources (WDNR) in accordance with the Revised VPLE Policy permitting Parcels B-1 and B-2 to be used for non-industrial purposes; and (4) comply with all obligations and terms contained in Certificate of Completion, including, without limitation, continuing maintenance and monitoring requirements. Until such time as the Premises (or the applicable portion thereof) has been sufficiently remediated in accordance with this section, no Grantee Party may allow any person (including any tenant, easement holder, contractor, licensee, or invitee of a Grantee Party) to conduct any capping, earth removal, excavation, construction, grading, or other activities that disturb the surface or subsurface of Parcels B-1 or B-2 ("Development Activity") without Grantor's written consent. Grantor's consent shall be deemed to have been granted if the party planning on undertaking Development Activity executes and delivers to Grantor the release of liability form attached hereto as Exhibit "B" at least ten (10) business days prior to the commencement of any Development Activity.

(d) Assumption and Discharge of Continuing Obligations at Parcel B-1. Grantee Parties acknowledge that WDNR issued a Final Case Closure Letter dated February 22, 2007 and attached hereto as Exhibit "C" with respect to Grantor's remediation of Parcel B-1, and that the Case Closure Letter imposes certain conditions and continuing obligations on current and future owners and occupants of that Parcel, including, but not limited to, maintenance of a cap in accordance with the terms of the Cover Maintenance Plan attached hereto as Exhibit "D". Grantee Parties agree to assume and discharge all obligations imposed by the Closure Letter until such time, if any, as WDNR withdraws or rescinds those obligations.

(ii) Development by Subsequent Grantees.

Until such time as the Premises (or the applicable portion thereof) has been sufficiently remediated in accordance with (i)(c) above, Grantee Parties shall include a provision in any contract for sale of the Premises or part thereof requiring the Grantee Party's purchaser to execute the release of liability form attached hereto as Exhibit "B" and deliver it to Grantor prior to closing. Grantee Parties shall also include a provision in any contract for sale requiring the purchaser to cause similar provisions to be included in all subsequent purchase and sale agreements involving the Premises.

Grantor Parties shall not be responsible for any environmental response costs or expenses incurred by Grantee Parties during or in connection with any Development Activity on the Premises.

Grantee Parties shall include a statement in all subsequent purchase and sale agreements involving the Property reciting that Grantor is a "third-party beneficiary" of that subsequent agreement and entitled to enforce the requirements, covenants and restrictions of this deed.

(iii) Duration.

The Environmental Restrictions shall run with the land and each portion thereof and shall be binding upon and inure to the benefit of Grantor Parties and Grantee Parties, and shall remain in full force and effect and bind and restrict the Premises, unless and until the Premises (or applicable portion thereof) has been sufficiently remediated in accordance with (i)(c) above.

(iv) Notice of Environmental Restrictions upon Conveyance.

Each instrument hereafter conveying any interest in the Premises or any portion of the Premises shall contain a recital acknowledging the Environmental Restrictions (as long as applicable) and providing the recording location of this Deed upon such conveyance substantially in the following form: "The real property described herein is subject to the Environmental Restrictions made by Wisconsin Central Ltd., as Grantor, for its benefit and for the benefit of other parties and persons as set forth therein, and recorded with the Office of the Recorder of Manitowoc County on the _____ day of _____, 2018, in Manitowoc County Deed Records at Volume ____, Page ____ and having Document No. _____ as if the same were fully set forth herein." Notwithstanding the foregoing, any failure to include such notice shall not, in and of itself, create any right or claim that any of the Environmental Restrictions or this Deed is void, voidable or otherwise unenforceable in accordance with their terms.

(v) Subsequent Grantees.

Until such time as the Property (or applicable portion thereof) has been sufficiently remediated in accordance with (i)(c) above, by taking title to the Premises (or otherwise succeeding, directly or indirectly, to Grantee Parties' right, title or interest in or to the Premises), Grantee Parties shall be conclusively deemed to have agreed to and accepted each and all of the terms, provisions and conditions of this contract, and to have agreed to be bound thereby provided, however, that the covenants and restrictions in Sections (i) through (iv) of these Environmental Restrictions shall terminate and cease to have any further effect once the Premises (or applicable portion thereof) has been remediated in accordance with (i)(c) above. It is the intention of Grantor and Grantee that the terms, provisions, covenants and restrictions set forth in this Deed shall be deemed to have vested upon the execution and delivery of the Deed by Seller. If any of the covenants or restrictions contained herein or in the deed shall be unlawful, void or voidable for violation of the rule against perpetuities, then any such covenants and restrictions shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of President George W. Bush. If any of the covenants or restrictions contained herein or the deed shall be unlawful, void or voidable for violation of any

other statutory or common law rule(s) or regulation(s) imposing time limits, then any such covenants and restrictions shall continue only for the longest period permitted under such statutory or common law rule(s) or regulation(s). If any term, provision, condition, covenant or restriction in the deed shall, to any extent, be invalid or unenforceable, the remainder of the deed (or the application of such term, provision, condition, covenant or restriction to persons or circumstances other than in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision, condition, covenant and restriction set forth in the deed shall be valid and enforceable to the fullest extent permitted by law. Grantee Parties acknowledge that the breach of any of the covenants or restrictions contained in this contract or the deed on the part of Grantee Parties will result in irreparable harm and continuing damages to Grantor Parties and Grantor Parties' business, and that Grantor Parties' remedy at law for any such breach or threatened breach would be inadequate. Accordingly, in addition to such remedies as may be available to Grantor Parties at law or in equity in the event of any such breach, any court of competent jurisdiction may issue an injunction (both preliminary and permanent), without bond, enjoining and restricting the breach or threatened breach of any such covenant or restriction by Grantee Parties. In the event that Grantee Parties shall breach any of the covenants or restrictions set forth in this contract or the deed, then Grantee Parties shall pay all of Grantor Parties' costs and expenses (including reasonable attorneys' fees) incurred in enforcing such covenants and restrictions.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, Wisconsin Central Ltd., the Grantor, has caused these presents to be signed by Arthur L. Spiros, its Senior Manager, Real Estate – Southern Region, he being thereunto duly authorized this 8th day of APRIL, 2019.

Wisconsin Central Ltd.

By: *[Signature]*
Arthur L. Spiros
Senior Manager, Real Estate
Southern Region

STATE OF ILLINOIS)
 ss.
COUNTY OF COOK)

I, Jack Parker, a Notary Public in and for the County of Cook, State of Illinois, Do Hereby Certify that Arthur L. Spiros, personally known to me to be the Senior Manager, Real Estate – Southern Region of Wisconsin Central Ltd., a Delaware corporation, 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 severally acknowledged under oath that as such Senior Manager, Real Estate – Southern Region, he signed and delivered the said instrument as Senior Manager, Real Estate – Southern Region of said corporation, pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal this 8th day of APRIL, 2019.

By: *[Signature]*
Notary Public



Agreed and accepted by The Community Development Authority of the City of Manitowoc, Wisconsin:

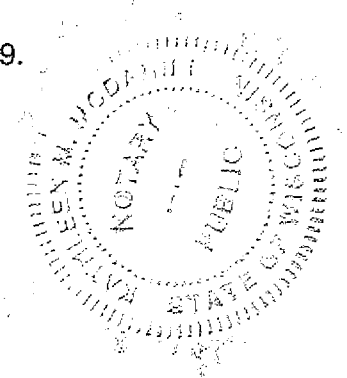
By: *Justin M. Nickels*
Justin M. Nickels, Mayor

STATE OF WISCONSIN)
) ss.
COUNTY OF MANITOWOC)

I, Kathleen M. McDaniel a Notary Public in and for the County of Manitowoc, State of Wisconsin, Do Hereby Certify that Justin M. Nickels, personally known to me to be the Mayor of the City of Manitowoc, Wisconsin, a Wisconsin municipality, 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 severally acknowledged under oath that as such Mayor, he signed and delivered the said instrument as Mayor of the City of Manitowoc, pursuant to authority given by the City Council of the City of Manitowoc as their free and voluntary act and as the free and voluntary act and deed of said Wisconsin municipality, for the uses and purposes therein set forth.

Given under my hand and seal this 11 day of April, 2019.

By: *Kathleen M. McDaniel*
Notary Public
Kathleen M. McDaniel
My Commission is permanent



Parcel 1 Property Address:

1 N. 10th Street and 1103 Chicago Street, Manitowoc, WI 54220

Parcel 1 Tax Parcel Numbers:

052-000-173-130.00; 052-000-173-040.00; 052-000-173-080.00; 052-000-173-140.00; 052-000-173-170.00;
052-000-173-090.00; 052-000-173-022.00; 052-000-173-150.00; 052-000-173-020.00; 052-000-173-110.00;
052-000-173-003.00; 052-000-173-023.00; 052-000-173-030.00; 052-000-173-001.00; 052-000-173-060.00;
052-000-173-160.00; 052-000-173-100.00; 052-000-173-000.00; 052-000-173-002.00; 052-000-173-010.00;
052-000-173-070.00

Parcel 2 Property Address:

Spring Street, Manitowoc, WI 54220

Parcel 2 Tax Parcel Numbers:

052-819-301-090.00 and 052-819-301-060.00

THIS INSTRUMENT WAS PREPARED BY:

Michael J. Barron, Jr.
Fletcher & Sippel LLC
29 N. Wacker Drive, Suite 800
Chicago, IL 60606
312-252-1500

Exhibit "A" to the Quitclaim Deed

Parcel B-1 and Parcel B-2, described below and depicted as
Parcel B-1 and Parcel B-2 on attached survey prepared by Corner Point

PARCEL B-1

A parcel of land located in part of Block 169 of the Original Plat of the City of Manitowoc and adjacent vacated streets, being part of Government Lot 3 of Section 19, Town 19 North, Range 24 East, City of Manitowoc, Manitowoc County, Wisconsin, described as follows:

Commencing at the NE Corner of said Section 30; Thence N 87°35'26" W, 332.82 feet coincident with the north line of said Government Lot 5; Thence S 01°03'40" W, 370.88 feet to a point of the centerline of vacated N. 11th Street being the point of beginning; Thence continuing S 01°03'40" W, 240.00 feet with said centerline to the centerline of vacated York Street; Thence N 89°31'05" W, 203.45 feet coincident with said vacated York Street; Thence N 36°42'09" W, 301.23 feet; Thence S 89°31'05" E, 387.93 feet to the point of beginning.

Said parcel contains 70,963 Square Feet (1.629 Acres) of land.

PARCEL B-2

A parcel of land located in part of Blocks 150, 151, and 152 of the Original Plat of the City of Manitowoc and adjacent vacated streets, being part of Government Lot 3 of Section 19 and Government Lot 5 of Section 30, Town 19 North, Range 24 East, City of Manitowoc, Manitowoc County, Wisconsin, described as follows:

Commencing at the NE Corner of said Section 30; Thence N 87°35'26" W, 365.69 feet coincident with the north line of said Government Lot 5; Thence S 01°02'59" W, 71.66 feet to a point on the west line of N. 11th Street being the point of beginning; Thence continuing S 01°02'59" W, 208.75 feet coincident with said west line; Thence N 72°18'03" W, 530.33 feet; Thence N 17°41'57" E, 200.00 feet; Thence S 72°18'03" E, 470.52 feet to the point of beginning.

Said parcel contains 100,084 Square Feet (2.298 Acres) of land.

Exhibit "B" to the Quitclaim DeedRELEASE OF LIABILITY

The undersigned hereby waives, releases, acquits, and forever discharges Wisconsin Central Ltd., all of Wisconsin Central Ltd.'s predecessors-in-interest and all predecessors-in-title to the Premises, and all of their direct or indirect parents, affiliates, subsidiaries, or predecessor corporations, companies, partnerships, or associations (including, without limitation, Soo Line Railroad Company) and their respective shareholders, members, partners, directors, officers, employees, contractors, agents, representatives, successors, assigns or any other person acting on behalf of Wisconsin Central Ltd. of and from any and all claims, actions, causes of action, demands, rights, damages, costs, expenses, or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, which Buyer Parties now have or may have or which Buyer parties may have in the future on account of or in any way growing out of or in connection with any Hazardous Materials or Other Conditions on, under, from, or affecting the Premises or any law or regulation applicable thereto. For purposes of this Release, (i) "Hazardous Materials" include, without limit, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. §§ 9601, *et seq.*), the Hazardous Materials Transportation Act, as amended (49 U.S.C. §§ 1801, *et seq.*), the Resource Conservation and Recovery Act, as amended (42 U.S.C. §§ 6901, *et seq.*), the Toxic Substances Control Act, as amended (15 U.S.C. §§ 2601, *et seq.*), and in the regulations adopted and publications promulgated pursuant thereto, as such laws or regulations now exist or may exist in the future, and (ii) "Other Conditions" include, without limit, methane and other gases, petroleum and any fraction thereof, nonhazardous wastes or materials, and any physical conditions of other subsurface conditions which arise out of or are in any way related to current or previous uses or activities on the Premises.

PURCHASER

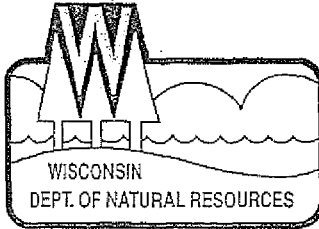
By: _____

Its _____

Date: _____

Exhibit "C" to the Quitclaim Deed

State of Wisconsin Department of Natural Resources
Final Case Closure Letter dated February 22, 2007



State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

Jim Doyle, Governor
 Scott Hassett, Secretary
 Ronald W. Kazmierczak, Regional Director

Northeast Region Headquarters
 2984 Shawano Avenue, P.O. Box 10448
 Green Bay, Wisconsin 54307-0448
 Telephone 920-662-5100
 FAX 920-662-5413
 TTY Access via relay - 711

February 22, 2007

Kurt Blumer
 Environmental Coordinator
 Canadian National Railway
 17641 S. Ashland Avenue
 Homewood, IL 60430

SUBJECT: Final Case Closure with Land Use Limitations or Conditions
 Wisconsin Central Limited - Former Turntable and Roundhouse Area
 Corner of 11th and Buffalo Streets, Manitowoc Wisconsin
 WDNR BRRTS ID # 02-36-176478

Dear Mr. Blumer:

Based on the correspondence and data provided, it appears that your case meets the requirements of ch. NR 726, Wisconsin Administrative Code. **The Department considers this case closed and no further investigation or remediation is required at this time.** Your site will be listed on the DNR Remediation and Redevelopment GIS Registry of Closed Remediation Sites.

On July 11, 2005, the Northeast Region Closure Committee reviewed the above referenced case for closure. This committee reviews environmental remediation cases for compliance with state laws and standards to maintain consistency in the closure of these cases. On July 28 2005, the Committee informed you of the following closure decision:

It appears your site has been adequately investigated and may be eligible for case closure if certain minimum closure requirements are met.

Your site was denied closure because a complete and recorded deed restriction and well abandonment forms were not received. These actions are required in order to comply with state law and administrative codes. Once you complete the tasks below, your site will be reconsidered for closure.

On July 27, 2006, the Department sent a conditional closure letter to you describing the needed submittals for closing a site under the new Act 418 legislation. This new legislation allows the Department of Natural Resources (Department) to conditionally close sites with land use type restrictions using a site specific closure letter rather than a deed instrument

On February 16, 2007, the Department received correspondence from your consultant Michael Lawrence of TRC, indicating that you have complied with the requirements of closure.

Mr. Kurt Blumer, February 22, 2007
Final Closure Letter
Former Wisconsin Central Turntable and Roundhouse
WDNR BRRTS ID # 02-36-176478

Page 2

The following documentation was received:

- Up to date and legible copies of the deed and parcel ID numbers
- Site map
- Site photographs
- Maintenance plan
- Waste manifests for purge water and soil disposal
- Well abandonment forms (MW1, MW2, MW4, MW5, MW6, MW7R, MW101, MW102)

Conditions of closure

Please be aware that pursuant to s. 292.12 Wisconsin Statutes, compliance with the requirements of this letter is a responsibility to which you and any subsequent property owners must adhere. If these requirements are not followed or if additional information regarding site conditions indicates that contamination on or from the site poses a threat to public health, safety, welfare, or the environment, the Department may take enforcement action under s. 292.11 Wisconsin Statutes to ensure compliance with the specified requirements, limitations or other conditions related to the property or this case may be reopened pursuant to s. NR 726.09, Wis. Adm. Code. It is the Department's intent to conduct inspections in the future to ensure that the conditions included in this letter including compliance with referenced maintenance plans are met.

Land use control

The most recent soil samples that were collected on this property, which were collected on September 21, 1997 and April 10, 2001, contained the following volatile organic compounds (VOC) and polycyclic aromatic hydrocarbons (PAH) benzene, benzo(a)anthracene, benzo(a)pyrene, benzo(b)fluoranthene, dibenzo(a,h)anthracene, Indeno(1,2,3-cd)pyrene naphthalene, phenanthrene in concentrations that exceeded NR 720.11, Table 2, Wis. Adm. Code, soil standards. Therefore, pursuant to s. 292.12(2)(c), Wis. Stats., the property described above may not be used or developed for a residential, commercial, agricultural or other non-industrial use, unless (at the time that the non-industrial use is proposed) an investigation is conducted, to determine the degree and extent of VOC and PAH contamination that remains on the property, and remedial action is taken as necessary to meet all applicable non-industrial soil cleanup standards. If soil in the specific locations described above is excavated in the future, the property owner at the time of excavation must sample and analyze the excavated soil to determine if residual contamination remains. If sampling confirms that contamination is present the property owner at the time of excavation will need to determine whether the material would be considered solid or hazardous waste and ensure that any storage, treatment or disposal is in compliance with applicable statutes and rules. In addition, all current and future owners and occupants of the property need to be aware that excavation of the contaminated soil may pose an inhalation or other direct contact hazard and as a result special precautions may need to be taken during excavation activities to prevent a health threat to humans.

Cap maintenance

Pursuant to s. 292.12(2)(a), Wis. Stats., the pavement or other impervious cap that currently exists in the location shown on the attached map shall be maintained in compliance with the attached maintenance plan dated February 14, 2007, in order to minimize the infiltration of

Mr. Kurt Blumer, February 22, 2007
Final Closure Letter
Former Wisconsin Central Turntable and Roundhouse
WDNR BRRTS ID # 02-36-176478

Page 3

water and prevent additional groundwater contamination that would violate the groundwater quality standards in ch. NR 140, Wis. Adm. Code, and to prevent direct contact with residual soil contamination that might otherwise pose a threat to human health. If soil in the specific locations described above is excavated in the future, the property owner at the time of excavation must sample and analyze the excavated soil to determine if residual contamination remains. If sampling confirms that contamination is present the property owner at the time of excavation will need to determine whether the material would be considered solid or hazardous waste and ensure that any storage, treatment or disposal is in compliance with applicable statutes and rules. In addition, all current and future owners and occupants of the property need to be aware that excavation of the contaminated soil may pose an inhalation or other direct contact hazard and as a result special precautions may need to be taken during excavation activities to prevent a health threat to humans.

In addition, depending on site-specific conditions, construction over contaminated materials may result in vapor migration into enclosed structures or migration along newly placed underground utility lines. The potential for vapor inhalation and mitigation should be evaluated when planning any future redevelopment, and measures should be taken to ensure the continued protection of public health, safety, welfare and the environment at the site.

GIS Registry listing

Your site will be listed on the Bureau for Remediation and Redevelopment GIS Registry for Closed Remediation sites for the following reasons. Information that was submitted with your closure request application will be included on the GIS Registry.

Residual Soil Contamination

Residual soil contamination remains as indicated in the information submitted to the Department of Natural Resources at the following locations:

- Soil impacts due to VOC and PAH at boring or monitoring well locations MW1, MW5, B4, B-5, B-8, B10, SP1 (as specified above)

Residual Groundwater Contamination

Residual groundwater contamination remains as indicated in the information submitted to the Department of Natural Resources at the following locations:

- Groundwater impacts due to the following VOC at locations MW1 and MW2:
cis-1,2 dichloroethene, trichloroethene, and vinyl chloride

Lost Monitoring Wells

On February 14, 2007, your consultant Michael Lawrence of TRC, notified the Department that monitoring well(s) MW3 and MW7 located on the subject property could not be properly abandoned because they had been lost due to being paved over, covered or removed during miscellaneous site activities. Your consultant has made a reasonable effort to locate the lost well(s) to determine whether they were properly abandoned but has been unsuccessful in those efforts. You need to understand that in the future you may be held liable for any problems

Mr. Kurt Blumer, February 22, 2007
Final Closure Letter
Former Wisconsin Central Turntable and Roundhouse
WDNR BRRTS ID # 02-36-176478

Page 4

associated with monitoring well(s) MW3 and MW7 if they create a conduit for contaminants to enter groundwater. If in the future any of the lost groundwater monitoring wells are found, the then current owner of the subject property will be required to notify the Department and to properly abandon the wells in compliance with the requirements in ch. NR 141, Wis. Adm. Code, and to submit the required documentation of that abandonment to the Department.

To review the sites on the GIS Registry web page, visit <http://dnr.wi.gov/org/aw/rr/gis/index.htm>. If your property is listed on the GIS Registry because of remaining contamination and you intend to construct or reconstruct a well, you will need prior Department approval in accordance with s. NR 812.09(4)(w), Wis. Adm. Code. To obtain approval, Form 3300-254 needs to be completed and submitted to the DNR Drinking and Groundwater program's regional water supply specialist. This form can be obtained on-line <http://www.dnr.state.wi.us/org/water/dwg/3300254.pdf> or at the web address listed above for the GIS Registry.

If this is a PECFA site, Section 101.143, Wis. Stats., requires that PECFA claimants seeking reimbursement of interest costs, for sites with petroleum contamination, submit a final reimbursement claim within 120 days after they receive a closure letter on their site. For claims not received by the PECFA Program within 120 days of the date of this letter, interest costs after 60 days of the date of this letter will not be eligible for PECFA reimbursement. If there is equipment purchased with PECFA funds remaining at the site, contact the Commerce PECFA Program to determine the method for salvaging the equipment.

The Department appreciates your efforts to restore the environment at this site. If you have any questions regarding this closure decision or anything outlined in this letter, please Annette Weissbach at 920-662-5165 or annette.weissbach@wisconsin.gov.

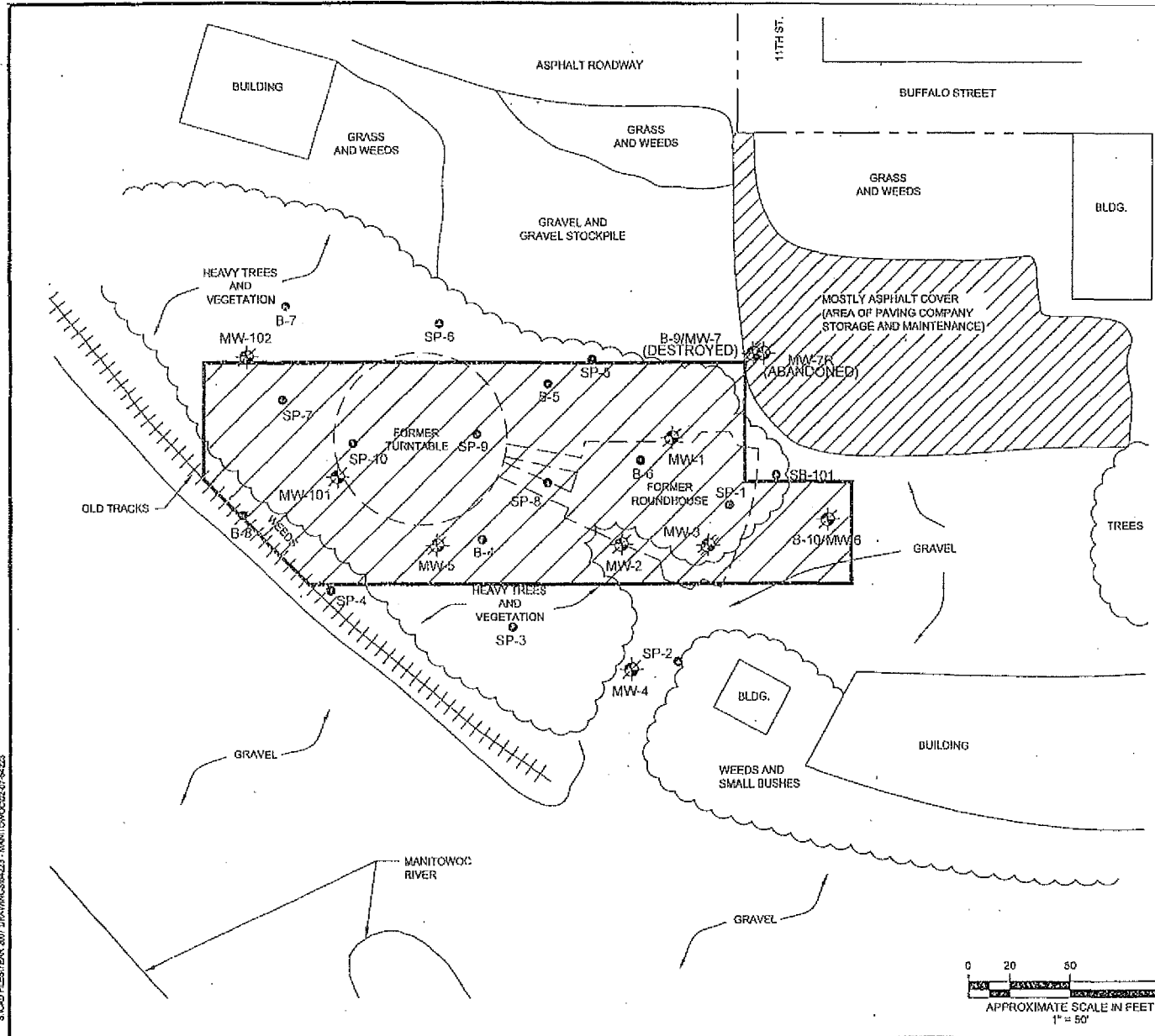
Sincerely,



Bruce Urban
NER Remediation & Redevelopment Team Supervisor

Attach: Site map
Maintenance Plan

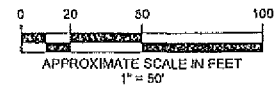
Cc: Mike Lawrence – TRC, 10 South Riverside Plaza, Suite 1770, Chicago, IL 60606-3807
Annette Weissbach – NER



LEGEND

- SP-6 HISTORIC SOIL BORING
- B-7 TRC SOIL BORING
- MW-3 ABANDONED HISTORIC MONITORING WELL
- MW-3 DESTROYED HISTORIC MONITORING WELL
- MW-101 ABANDONED TRC MONITORING WELL
- WC PROPERTY BOUNDARY
- MAINTENANCE PLAN AREA

NOTE:
MW-3 AND MW-7 WERE DESTROYED PRIOR TO WELL ABANDONMENT ACTIVITIES ON AUGUST 11, 2006.



**MAINTENANCE PLAN AREA MAP
FORMER TURNTABLE AND ROUNDHOUSE AT
WISCONSIN CENTRAL LTD. (WC)
SOUTHWEST CORNER OF 11TH STREET AND BUFFALO S
MANITOWOC, WISCONSIN**

DRAWN BY:	SPA	DATE:
PROJECT NO.:	5423	DWG. FILE:

TRC
 10 SOUTH RIVERSIDE PLAZA
 SUITE 1175
 CHICAGO, IL 60600-3307
 312-973-0181

S:\CADD FILES\YEAR 2007\DRAWINGS\304423 - MANITOWOC\02-07-06\23

Exhibit "D" to the Quitclaim Deed

Cover Maintenance Plan

EXISTING SURFACE COVER MAINTENANCE PLAN

February 14, 2007

Property:

Wisconsin Central Ltd. - Former Turntable and Roundhouse Area
Southwest Corner of 11th and Buffalo Streets, Manitowoc, Wisconsin
WDNR BRRTS# 02-36-176478

Legal Description

Please refer to Attachment B of the Closure Update Response Letter (Letter) for the legal descriptions included in deed document numbers 1 and 2. Parcel identification numbers and information are located in Attachment C of the Letter.

Introduction

This document is the Maintenance Plan for the current surface cover at the above-referenced property (site) in accordance with the requirements of s. NR 724.13(2), Wisconsin Administrative Code. The maintenance activities apply to the existing cover which consists primarily of vegetation and some gravel and asphalt areas (the current surface cover). These areas are to be maintained over the impacted soil and groundwater areas on site as shown on Figure 2. The constituents of concern (COCs) within the impacted area include volatile organic compounds (VOCs), polycyclic aromatic hydrocarbons (PAHs) and arsenic.

Cover Purpose

The current surface cover over the impacted area will serve as a barrier to prevent direct human contact with residual soil contamination that might otherwise pose a threat to human health. The current surface cover also acts as a partial infiltration barrier to minimize future soil-to-groundwater migration of COCs that would violate the groundwater standards in ch. NR 140, Wisconsin Administrative Code. In addition, the current surface cover will continue to allow natural attenuation to occur without the risk of direct contact with soil and groundwater impact. Based on the current and future use of the property, the barrier should function as intended unless disturbed.

Annual Inspection

The current site cover overlying the soil and groundwater impacted areas as depicted in Figure 2 will be inspected once a year, normally in the spring after all snow and ice is gone, for any potential problems that can cause additional infiltration into or exposure to underlying soils. The inspections will be performed to evaluate damage due to settling, exposure to the weather, wear from traffic, or other factors. Any area where soils have become or are likely to become exposed

will be documented. A Cover Inspection Log (Log) for inspections and any repairs will be maintained by the property owner and is included as Attachment H in the Letter. The Log will include recommendations for necessary repair of any areas where underlying soils are exposed. Once repairs are completed, they will be documented in the Log. The annual inspections will be conducted by the property owner identified in the contact information below. The Log can be requested by interested parties at the property owner's address (also listed in the contact information). Requests for the Log should be received in writing.

Maintenance Activities

If problems are noted during the annual inspections or at any other time during the year, repairs will be scheduled as soon as practical. Repairs may include vegetation replacement or patching and filling/resurfacing operations. In the event that necessary maintenance activities expose the underlying soil, the owner will inform maintenance workers of the direct contact exposure hazard and provide them with the appropriate personal protection equipment (PPE). The owner must also sample any soil that is excavated from the site prior to disposal to ascertain if contamination remains. The soil must be treated, stored and disposed of by the owner in accordance with applicable local, state and federal law.

In the event that the current surface cover overlying the impacted area is removed or replaced and the impacted soil remains in place, the replacement barrier will provide equal protection from direct contact and impact migration. Any replacement barrier will be subject to the same maintenance and inspection guidelines as outlined in this Maintenance Plan unless indicated otherwise by the WDNR or its successor.

The property owner, in order to maintain the integrity of the current surface cover, will maintain a copy of this Maintenance Plan at the property owner's address as listed in the contact information; therefore, the Maintenance Plan is available to all interested parties for viewing.

Amendment or Withdrawal of Maintenance Plan

The Maintenance Plan can be amended or withdrawn by the property owner and its successors with the written approval of WDNR.

Contact Information

February 2007

Site/Property Owner and Operator:

Wisconsin Central Ltd.
17641 South Ashland Avenue
Homewood, Illinois 60430

Contacts:

1. Kurt Bluner
Environmental Coordinator
Phone: 708-332-6566
2. Geoff Nokes
Manager Environmental Compliance
Phone: 708-332-3860

Consultant:

TRC
10 South Riverside Plaza, Suite 1770
Chicago, Illinois 60606
Contact: Michael Lawrence
Project Manager
Phone: 312-879-0191

WDNR:

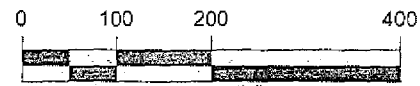
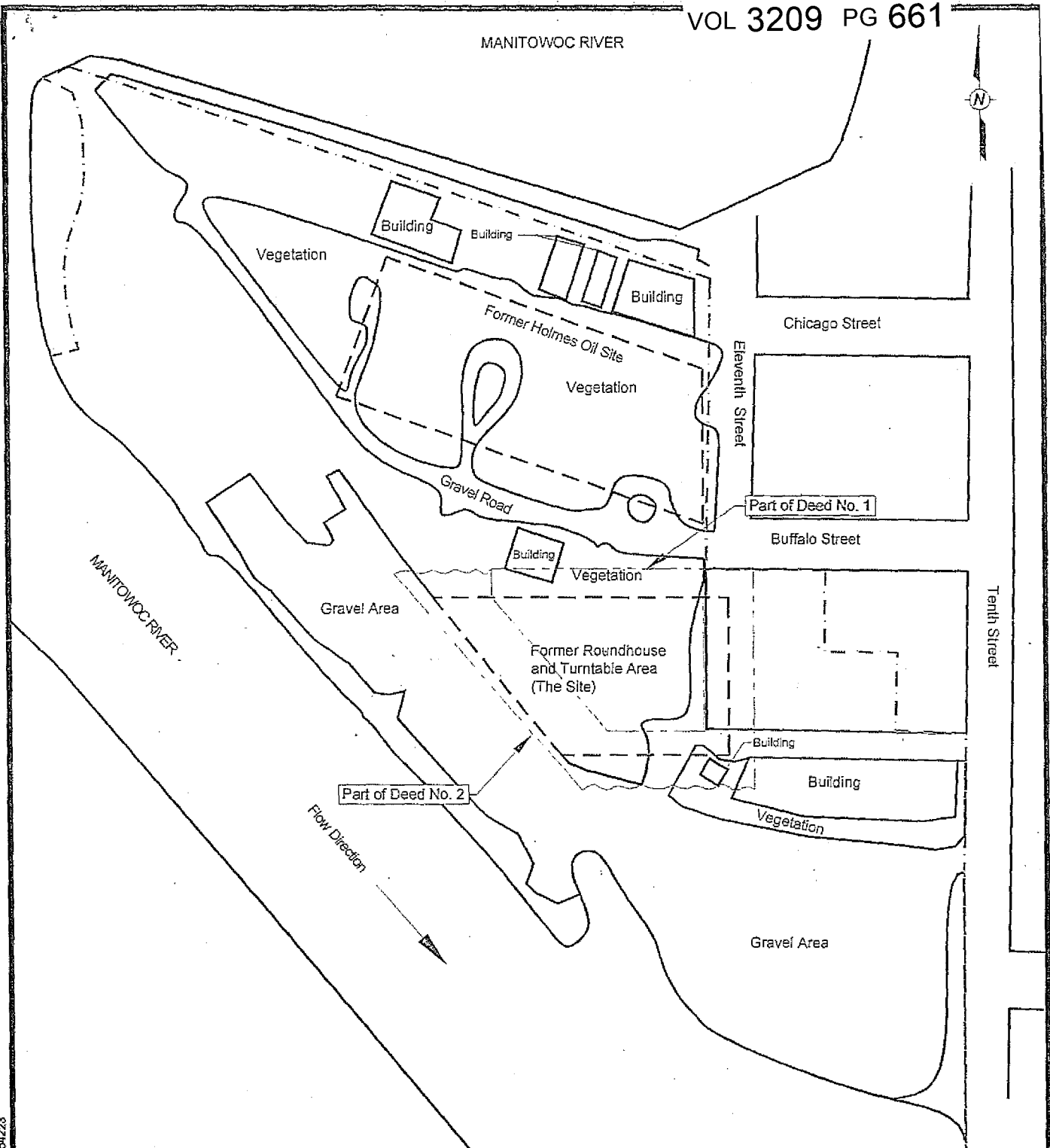
Remediation & Redevelopment Program
2984 Shawano Avenue
Green Bay, Wisconsin 54307
Project Manager: Annette Weissbach
Hydrogeologist
Phone: 920-662-5165

Attachments included in Closure Update Response Letter

Exhibit B
Barrier INSPECTION LOG


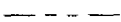


Inspection Date	Inspector	Condition of Surface Cover	Recommendations	Have Recommendations from previous inspection been implemented?

MANITOWOC RIVER



APPROXIMATE SCALE IN FEET
1" = 200'

Legend

-  WC Property Boundary
-  WC Deed Parcel Boundary
-  Approximate Site Boundary
-  Portions of Deed No. 2 Continue Beyond This Line

AREA MAP
WISCONSIN CENTRAL LTD. (WC)
SOUTHWEST CORNER OF 11TH STREET AND BUFFALO STREET
MANITOWOC, WISCONSIN

DRAWN BY:	SPA	DATE:	1/17/2007
PROJECT NO:	54223	DWG FILE:	01-07-54223



10 SOUTH RIVERSIDE PLAZA
SUITE 1770
CHICAGO, IL 60606-3807
312-879-0191

FIGURE
1

From: Kathleen McDaniel <kmcdaniel@manitowoc.org>
Sent: Friday, June 5, 2020 10:31 AM
To: Beggs, Tauren R - DNR
Cc: Adam Tegen
Subject: RE: Riverpoint District Acquisition Documentation for LGU Environmental Liability Exemption
Attachments: WCL to CDA Quit Claim.pdf

Hi Tauren,

I separated out the Quit Claim Deed and it's attached. Let me know if you'll need anything else. My closing book was 824 pages and I'm not sure you will want/need that.



Kathleen M. McDaniel
Manitowoc City Attorney
900 Quay Street, Manitowoc, WI 54220
(920) 686-6990 | kmcdaniel@manitowoc.org

From: Beggs, Tauren R - DNR [<mailto:Tauren.Beggs@wisconsin.gov>]
Sent: Tuesday, June 2, 2020 8:25 AM
To: Kathleen McDaniel
Cc: Adam Tegen
Subject: RE: Riverpoint District Acquisition Documentation for LGU Environmental Liability Exemption

Good morning,

Were you planning to submit the documentation soon? Please let me know when you get a chance.

Thanks,

We are committed to service excellence.

Visit our survey at <http://dnr.wi.gov/customersurvey> to evaluate how I did.

Tauren R. Beggs

Phone: (920) 366-5739 (Temporary Work Number)

Tauren.Beggs@wisconsin.gov (preferred contact method during work at home)

From: Beggs, Tauren R - DNR
Sent: Wednesday, May 20, 2020 8:10 AM
To: 'Kathleen McDaniel' <kmcdaniel@manitowoc.org>; Adam Tegen <ategen@manitowoc.org>
Subject: RE: Riverpoint District Acquisition Documentation for LGU Environmental Liability Exemption

Good morning Kathleen,

You can submit it through the RR Program's main electronic submittal system, the Submittal Portal (<https://dnr.wi.gov/topic/Brownfields/Submittal.html>). However, if you don't have an ID and password set up for the submittal portal yet, it may be quicker to just send it to me via dropbox.

Either way works for me.

Thanks,

We are committed to service excellence.

Visit our survey at <http://dnr.wi.gov/customersurvey> to evaluate how I did.

Tauren R. Beggs

Phone: (920) 366-5739 (Temporary Work Number)

Tauren.Beggs@wisconsin.gov (preferred contact method during work at home)

From: Kathleen McDaniel <kmcdaniel@manitowoc.org>

Sent: Tuesday, May 19, 2020 4:58 PM

To: Beggs, Tauren R - DNR <Tauren.Beggs@wisconsin.gov>; Adam Tegen <ategen@manitowoc.org>

Subject: RE: Riverpoint District Acquisition Documentation for LGU Environmental Liability Exemption

Yes – the closing documents are absolutely giant. Do you want me to dropbox them or do you have a preferred site to upload them to?



Kathleen M. McDaniel

Manitowoc City Attorney

900 Quay Street, Manitowoc, WI 54220

(920) 686-6990 | kmcdaniel@manitowoc.org

From: Beggs, Tauren R - DNR [<mailto:Tauren.Beggs@wisconsin.gov>]

Sent: Tuesday, May 19, 2020 4:12 PM

To: Kathleen McDaniel; Adam Tegen

Subject: Riverpoint District Acquisition Documentation for LGU Environmental Liability Exemption

Hi Kathleen and Adam,

Can you please provide the acquisition documentation for the Riverpoint District? Then I can create the new BRRTS case number for this site and document in BRRTS that the CDA has the LGU environmental liability exemption. I will provide you with a notification of the new BRRTS case # once I receive the acquisition documentation. I attached the LGU liability clarification letter from 2019 regarding the planned acquisition for blight elimination for reference.

If you have any questions, please let me know.

Thanks,

We are committed to service excellence.

Visit our survey at <http://dnr.wi.gov/customersurvey> to evaluate how I did.

Tauren R. Beggs

Hydrogeologist & Northeast Region Land Recycling Expert

Remediation and Redevelopment Program
Wisconsin Department of Natural Resources
2984 Shawano Ave
Green Bay, WI 54313
Phone: (920) 366-5739 (Temporary Work Number)
Tauren.Beggs@wisconsin.gov (preferred contact method during work at home)



dnr.wi.gov

