



GSA New England Region

October 29, 2009

**VIA FEDERAL EXPRESS**

Mr. Frank Huntington  
Rail Project and Property Management Unit  
Wisconsin Department of Transportation  
4802 Sheboygan Avenue, Room 701  
Madison, Wisconsin 53707

RE: Railroad Line Easement  
Badger Army Ammunition Plant (BAAP)  
GSA Control No.: 1-D-WI-447I

*Frank*  
Dear Mr. Huntington:

Enclosed is the original executed easement for recording at the Sauk County Register of Deeds Office.

Please return a copy of the recorded easement for our records.

If you should require any further assistance in this matter, please do not hesitate to contact me directly at (312) 353-6039, email [arthur.ullenberg@gsa.gov](mailto:arthur.ullenberg@gsa.gov) or write to 230 South Dearborn Street, Room 3774, Chicago, Illinois 60604.

Sincerely,

A handwritten signature in dark ink, appearing to read "Arthur T. Ullenberg", with a large, sweeping flourish extending to the left.

ARTHUR T. ULLENBERG  
Real Property Utilization and Disposal Division  
Public Buildings Service

Enclosure

U.S. General Services Administration  
Thomas P. O'Neill, Jr. Federal Building  
10 Causeway Street  
Boston, MA 02222  
[www.gsa.gov](http://www.gsa.gov)



Document Number

**PERMANENT EASEMENT  
UNITED STATES OF AMERICA, GRANTOR**

Exempt from fee: s.77.25(2) Wis. Stats.

THIS EASEMENT is made by the United States of America, acting by and through its General Services Administration, hereinafter referred to as **Grantor**. **Grantor** conveys a permanent easement as described below and sells all improvements thereon to the State of Wisconsin, acting by and through the Department of Transportation (WisDOT), hereinafter referred to as **Grantee**, for the sum of One Hundred Seventy-Five Thousand Dollars (\$175,000.00) and Other Good and Valuable Consideration for present and future railroad and transportation purposes including interim utility and public recreational trail use (subject to limitations stated herein) if such interim use is subject to restoration or reconstruction for railroad and other transportation purposes.

1. **Grant of Easement Rights.** **Grantor** hereby grants to **Grantee**, a permanent easement over the following parcel:

Part of Sections 1, 2, 11, 12, 14 and 23, T10N-R6E; Sections 35 and 36, T11N-R6E, Town of Sumpter and part of Section 31, T11N-R7E, Town of Merrimac, all in Sauk County, Wisconsin as described in **Exhibit A-1** entitled Easement Description and depicted on the survey map dated February 20, 2008, by Jaquish Land Surveying, LLC as **Exhibit A-2**, both attached hereto and made a part hereof (hereinafter referred to as the "Easement Area").

Purpose of Easement. The permanent easement is granted for present and future railroad and transportation purposes including interim utility and public recreational trail use if such interim use is subject to restoration or reconstruction for railroad and other transportation purposes. Any conversion of any portion of the Easement Area to a trail, as defined by and pursuant to The National Trails System Act (U.S.C. Volume 16, Sections 1241-1251), shall first be subject to the review and concurrence by the United States of America acting through its Surface Transportation Board of its Department of Transportation under 16 U.S.C. 1247(d) and 49 CFR 1152.29.

2. **General.** It is expressly intended and agreed between the parties hereto that: The Easement Area may not be used to provide railroad service to any rail customer located adjacent to the Easement Area. The Easement Area may be used for railroad purposes to facilitate the dismantling of the Badger Army Ammunition Plant and related activities in accordance with the needs of the United States of America, its successors and assigns or other appropriate governmental bodies so long as needed for that purpose. The Easement Area also may be used to provide through railroad service to any rail customer not located on the Easement Area. Except for the portions of the Easement Area located over lands controlled by the U.S. Dairy Forage Research Center upon which there shall at no time be storage of rail cars except as may be allowed by separate standing or special agreements between the U.S. Dairy Forage Research Center and the **Grantee**, there shall be no storage of rail cars allowed on the Easement Area except short term (60 days or less) storage of rail cars needed for any rail customer receiving railroad service that is located south of the above described lands in Sauk County.

No advertising signs or billboards of any type shall be located, erected or maintained on the Easement Area.

All public and private utilities located upon or under the Easement Area, whether by permit or easement, shall have the continued right of occupancy and the continued right of ingress and egress for personnel and equipment for the purpose of maintaining or improving their transmission and/or distribution facilities located wholly or partially within the Easement Area as of the date of execution of this instrument.

a. **Grantee** shall take possession of said Easement Area and assume responsibility to fully manage and maintain the Easement Area.

This space is reserved for recording data

Return to:

Wisconsin Department of Transportation  
Attn: Frank Huntington  
4802 Sheboygan Avenue, Room 701  
Madison, WI 53702

Parcel Identification Number/Tax Key Number



- b. **Grantee** assumes full responsibility for preserving public order upon the Easement Area and for resolving matters concerning trespass upon and from this Easement Area to adjacent lands. **Grantee** may adopt and enforce any necessary rules in order to protect the Easement Area and shall have the right to post signs and erect barricades necessary to delineate the Easement Area and to prevent entrance upon the Easement Area of unauthorized vehicles and/or individuals. The imposition of such restrictions over and across the Easement Area shall be coordinated with the owner(s) of the servient tenement in advance of their imposition.
- c. **Grantee** assumes such responsibility as may exist for providing fencing as may be required by Chapter 90, Wisconsin Statutes, or by contract to which **Grantee** is a party.
- d. **Grantee** assumes such responsibility as may exist under Wis. Stat. 88.87 for its maintenance, repair or replacement of all culverts and bridge structures so as to insure the unrestricted flow of applicable waters and the preservation of the necessary drainage systems that may be affected by its transportation use. **Grantor** shall be responsible for any drainage problems for which it has received notice prior to the date of execution of this instrument.
- e. **Grantee** assumes such responsibility as may exist for its maintenance of the corridor through all highways and streets, including but not limited to keeping brush removed at crossings for improved visibility and the placement of warning signs as necessary.
- f. **Grantee** hereby restates and commits itself to assuming full responsibility for the management of the Easement Area and all transportation facilities thereon and for any legal liability arising out of said transfer of use of the Easement Area to the extent provided by law.
- g. **Grantee** assumes authority to the extent of its jurisdiction as to approving applications for new public or private crossings of the Easement Area, including the setting of design and specification requirements, but will coordinate with adjoining land owners on matters pertaining to said applications. **Grantee** agrees to the continuation of the existing or not more than four crossings in the Easement Area for **Grantor**, its successors or assigns, as private or farm crossings as shown on **Exhibit B** and to improve, pave, or surface such crossings between the tracks and rails and extending four feet beyond the outside rails on **Grantee's** right-of-way in substantially the same manner as the adjacent U.S. Dairy Forage Research Center (USDFRC) crossing and with substantially the same materials, at no cost to the United States of America, which would enable the crossing of the Easement Area by livestock, farm equipment, tractors and trucks for USDFRC purposes.
- h. **Grantee** agrees to the continuation of the existing or not more than seven WDNR private road crossings as shown on **Exhibit C**.
- i. **Grantee** agrees to comply with access restrictions through perimeter gates affecting use of the Easement Area as may be required by the **Grantor**, its successors or assigns, or the appropriate designee of the **Grantor** prior to and following execution of this instrument. Such requirements shall not unreasonably restrict train movements over the Easement Area.
- j. **Grantee** shall allow for **Grantor** or its successors or assigns to have access to that portion of the Easement Area designated as Parcel P5.

**3. Notices.** Any and all notices to be sent by **Grantee** to **Grantor** shall be delivered to the following address:

U.S. General Services Administration  
Property Disposal Division, Chicago Operations Branch  
230 South Dearborn Street – Room 3774  
Chicago, IL 60604

**4. Termination of Easement.** This easement grant shall be terminated if there has been: (a) failure to comply with any term or condition of the grant after notice and reasonable opportunity to remedy, or (b) a nonuse of the easement for a consecutive two-year period for the purpose for which granted, or (c) an abandonment of the easement. Conversion of the rail to a trail pursuant to The National Trails System Act would not constitute an abandonment or a non-use of the easement. Written notice of such termination shall be given to the **Grantee**, or its successors or assigns. The termination shall be effective as of the date of such notice. In the event of termination, **Grantee** shall remove all improvements and waste from the Easement Area.

**5. Easement Costs.** **Grantee** shall pay for all direct and incidental costs for conveyance of easement interest in the real property and recordation of Grant of Easement in the County Register of Deeds Office. **Grantor** shall not be



responsible or liable for any costs attributable to management of the Easement Area, including but not limited to clearing, mowing, bushhogging, or making any additions, improvements, repairs or alterations to the Easement Area including all railroad crossings. **Grantee** agrees to pay for and repair to the satisfaction of **Grantor** any property of the United States of America damaged or destroyed by the **Grantee** incident to the use and occupation of said premises only to the extent moneys are appropriated and available for this purpose and to pay for any liability imposed thereon. **Grantor** provides no funding for easement improvement installation, maintenance, repair, and conveyance of easement interest to the **Grantee**.

6. **ARCHEOLOGICAL COVENANT.** Should the **Grantee** or its successors or assigns, while engaged in any actions of physical improvements or maintenance of the Easement, encounter any Native American human remains and/or objects subject to the provisions of the Native American Graves Protection and Repatriation Act (the "NAGPRA"), i.e., burials, associated and unassociated funerary objects, sacred objects and objects of cultural patrimony, the **Grantee** shall notify and consult with the **Grantor** and the Wisconsin Historical Society Office of the State Archeologist (the "State Archeologist") to determine appropriate treatment measures for these human remains in agreement with 36 C.F.R. 800.13. It shall be the responsibility of the **Grantee** to either preserve in place or repatriate these human remains, and associated objects, depending on the agreed upon determination of the affected Native American tribe.

In the event of inadvertent discovery of archeological materials not subject to NAGPRA, work shall immediately stop in the area of discovery and the **Grantee** shall notify the **Grantor** and the State Archeologist and comply with 36 C.F.R. 800.13(b) to notify and consult with the State Historic Preservation Office (the "SHPO"), the Advisory Council on Historic Preservation, the Ho-Chunk Nation Tribal Historic Preservation Office (the "THPO"), and other Federally recognized tribes attaching religious and/or cultural significance to the property and shall follow the procedures outlined below for addressing inadvertent discoveries: (1) Upon discovery of a previously unknown archeological site, the **Grantee** will inform the **Grantor** and the State Archeologist and will stop construction activities in the area immediately, and will fence off the site area. The site will remain fenced off until consultation with the State Archeologist, and other pertinent parties, is complete and protection of the site or mitigative data recovery is completed. The **Grantee** shall ensure that the construction areas both immediate and adjacent to the locations of inadvertent discoveries are monitored by a professional archeologist, as defined in Wisc. Stats. § 157.70(1)(l), at any time such archeological resources are at risk to exposure, destruction, desecration or other threat of harm. (2) The **Grantee** shall notify the **Grantor**, the SHPO and the THPO of any archeological properties discovered, and shall provide a recommendation regarding treatment to resolve project impacts, requesting the views of the SHPO and the THPO through a consultation, within seven (7) days of the inadvertent discovery and pursuant to 36 C.F.R. 800.15(c). If the archeological property is *in situ*, the **Grantee** shall assume the property is eligible for listing on the National Register of Historic Places and under Section 106 of the National Historic Preservation Act shall consult with the SHPO to provide consultation in the development of a mitigation plan with the SHPO and the THPO to guide protections, excavation, sampling, documentation, or other mitigation alternatives. (3) The **Grantee** shall ensure that all construction contracts contain language describing potential delays to the contractor in the event of a discovery during construction. This will include language to stop construction in the area of the discovery to permit implementation of mitigation measures in (2) above. (4) If human remains are discovered, **Grantee** shall comply with all state and Federal laws addressing the inadvertent discovery of human remains.

7. **Conditions Applicable To Trail Conversion.** In the event the Easement Area converts to a trail pursuant to the National Trails System Act, **Grantee**, its successors and assigns, at its own cost shall construct, maintain and repair fence on both sides of the Easement Area in those areas where the United States of America owns the servient tenement. Such fencing shall be of chain-link type and six feet in height with operable and lockable gates of sufficient width located at and to accommodate the established crossing areas. If mutually agreed upon by **Grantor** and **Grantee**, alternative fencing as defined by **Grantor** may be substituted. **Grantee** also agrees, in the event the Easement Area converts to a trail, to install traffic and/or other signs as may be required by **Grantor**, its successors, and assigns, and to provide trash collection and removal services.

8. **Premises Alterations.** Should any alteration to the routing of the easement be desired by the **Grantor**, its successors or assigns, the permission for such alteration of the routing will not be unreasonably withheld by the **Grantee**, and all costs associated with the alteration, including but not limited to surveying, relocation and reconstruction, shall be borne by the **Grantor**, its successors or assigns.

9. **Grantor Access.** **Grantor**, its successors and assigns, reserves to itself the right to construct, use, and maintain across, over, and/or under the right-of-way hereby granted, electric transmission, telephone, telegraph, domestic water, fire line, gas, gasoline, oil, sanitary sewer, storm sewer, and other facilities, in such manner as not to create any unreasonable interference with the use of the right-of-way herein granted, subject to the Permit requirements of the **Grantee**, for which no permit issuance fee shall be charged by **Grantee** to **Grantor**, its successors and assigns.



**10. Hold Harmless.** Except to the extent allowed by applicable law, the **Grantor**, the United States of America, shall not be responsible for damages to property or injuries to persons that may arise from or be incident to the use of the Easement Area by **Grantee**, nor for damages to property or for injuries to the person of the **Grantee** or **Grantee's** officers, agents, servants, or employees, or others who may be on said premises at **Grantee's** invitation. **Grantee** shall require the rail operator in any operating agreement for use of said premises to indemnify, defend and hold harmless the United States of America, its officers, employees and agents, from any and all claims for such damages or injuries. Nothing herein shall be construed as requiring **Grantee** to hold **Grantor** harmless as to **Grantor's** negligent acts or omissions."

**11. Liability Insurance.** **Grantee** warrants that it is self-insured. In the event, however, that **Grantee** procures general liability insurance, either directly or by its assigns or agents, then, at its own expense, and to the satisfaction of the **Grantor** for its activities and installation, a *Certificate of General Public Liability Insurance*, shall be delivered to the **Grantor** at least thirty (30) working days prior to **Grantee's** commencement of activity in the Easement Area. Said Certificate shall name the United States of America, acting by and through the U.S. General Services Administration, and officers, employees, and agents of the United States as additional insureds under its policy or the liability policy to be provided by the rail operator under any operating agreement. **Grantee** shall provide **Grantor** a copy of the insurance language and proof of insurance as required in any such operating agreement. **Grantee** shall require the rail operator in any operating agreement to hold harmless the United States of America, its officers, employees and agents, from any and all claims for damages or injuries to property or to persons that may arise from or be incident to the use of the Easement Area by the rail operator.

**12. Recordation.** **Grantee** shall pay for and accomplish recordation of Grant of Easement in the County Register of Deeds Office. A certified copy of said record shall be delivered to the **Grantor** at the address provided above.

**13. EXCESS PROFITS.** This covenant shall run with the Easement for a period of three (3) years from the date of execution of this Easement. With respect to the Easement, if at any time within the three-year period from the date of execution of this Easement by the **Grantor**, **Grantee** or its successors or assigns, shall sell or enter into agreements to sell the Easement, either in a single transaction or in a series of transactions, it is covenanted and agreed that all proceeds received or to be received in excess of **Grantee's** or a subsequent seller's actual allowable costs will be remitted to the Government. In the event of a sale of less than the entire Easement, actual allowable costs will be apportioned to the Easement sold based on a fair and reasonable determination by the Government.

For purposes of this covenant, **Grantee's** or subsequent seller's allowable costs shall include the purchase price for the Easement and direct costs actually incurred and paid for physical improvements on the Easement for the following:

- a. Improvements on the Easement which serve only the Easement, including road construction, storm and sanitary sewer construction, other public facilities or utility construction, building rehabilitation and demolition, landscaping, grading, and other site or public improvements;
- b. Design and engineering services with respect to the improvements described in (a) above, provided, however, that none of these costs or the costs described in (a) above, will be allowable if defrayed by Federal grants or if used as matching funds to secure Federal grants.

In order to verify compliance with the terms and conditions of this covenant, **Grantee**, or its successors or assigns, shall submit an annual report for each of the subsequent three (3) years to the Government on the anniversary date of this Grant of Easement. Each report will identify the property involved in the transaction, indicate the sale price of any property resold, the purchaser and the proposed land use, and enumerate any allowable costs incurred for physical improvements on the Easement that would offset any profit realized. If no resale or assignment has been made, the report shall so state. Failure to file timely reports will extend the operation of the covenant for an additional one-year period for each late or omitted report. **Grantor** may monitor the property involved and inspect records related thereto to ensure compliance with the terms and conditions of this covenant and may take any actions which it deems reasonable and prudent to recover any excess profits realized through the resale of the Easement.

**14. Rules and Regulations.** The use and occupation of said land incident to the exercise of the privileges hereby granted shall be subject to such rules and regulations regarding ingress, egress, safety, sanitation, and security and any other applicable Federal and State laws as **Grantor** or **Grantee** may from time to time prescribe for so long as the United States of America owns any portion of the servient estate of the Easement Area.

**15. Changes.** In order to protect the interests of the United States of America and the State of Wisconsin, the **Grantor** or **Grantee** may, during the term of this Grant of Easement and for so long as the title to any of the servient tenement is owned by the United States of America, add terms and conditions that are required by current Federal or State law or regulation, and such changes would apply to the entire Easement Area.



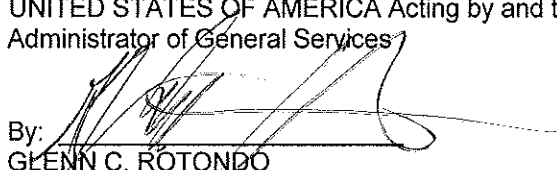
16. **Warranties and Representations.** Grantor makes no warranties and representations regarding its interest in the Easement Area.

17. **Binding Effect.** These covenants, burdens, and restrictions shall run with the land and forever bind the Grantor and Grantee, and their successors and assigns; and upon breach or failure of all or any part thereof by Grantee, after notice from the Grantor or its successor(s) in title, and a reasonable opportunity to remedy, all right, title and interest in and to the Easement Area shall immediately vest in the Grantor or its successor(s) in title the same as if this instrument had not been given.

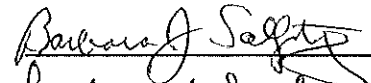
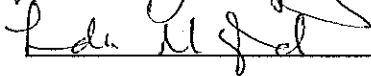
**Grantor**

IN WITNESS WHEREOF, the UNITED STATES OF AMERICA, acting by and through the Administrator of General Services has caused these presents to be duly executed for and in its name and behalf by Glenn C. Rotondo, Acting Regional Administrator, New England Region, General Services Administration, who has this 29<sup>th</sup> day of October, 2009, hereunto set his hand and seal.

UNITED STATES OF AMERICA Acting by and through the  
Administrator of General Services

By:   
GLENN C. ROTONDO  
Acting Regional Administrator  
General Services Administration  
New England Region, Boston, MA

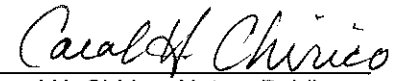
Witnesses:

ACKNOWLEDGEMENT

Commonwealth of Massachusetts       )  
County of Suffolk                        ) ss.

In Boston, in said County and State, on this 29<sup>th</sup> day of October, 2009, before me personally appeared Glenn C. Rotondo, Acting Regional Administrator, General Services Administration, Boston, Massachusetts, duly empowered and authorized, proved to me through satisfactory evidence of identification, which was a U.S. General Services Administration ID Card, to be the person whose name is signed on the preceding instrument and by him duly executed, to be his free act and deed in his capacity as Acting Regional Administrator, General Services Administration, Boston, Massachusetts.

  
Carol H. Chirico, Notary Public  
My commission expires October 14, 2016



GRANTEE

Ronald E. Adams  
(Signature)

State of Wisconsin

Dane

County } ss.

Ronald E. Adams  
(Print Name & Title)

Chief, Railroads & Harbors Section

Oct. 6, 2009

On the above date, this instrument was acknowledged before me by the above-named person(s) or officers.



Peter A. Bradley  
(Signature, Notary Public, State of Wisconsin)

Peter A. Bradley

(Print or Type Name, Notary Public, State of Wisconsin)

2-28-2010  
(Date Commission Expires)



## EXHIBIT A-1

Located in the Northwest  $\frac{1}{4}$  and the Southwest  $\frac{1}{4}$  of Section 1, the Southeast  $\frac{1}{4}$  of Section 2, the Northeast  $\frac{1}{4}$  and the Southeast  $\frac{1}{4}$  of Section 11, the Northwest  $\frac{1}{4}$  of Section 12, the Northeast  $\frac{1}{4}$  and the Southeast  $\frac{1}{4}$  of Section 14, the Northeast  $\frac{1}{4}$  and the Northwest  $\frac{1}{4}$  of Section 23 of Township 10 North, Range 6 East, the Southeast  $\frac{1}{4}$  of Section 35, the Southwest  $\frac{1}{4}$  and the Southeast  $\frac{1}{4}$  of Section 36, Township 11 North Range 6 East, and the Southwest  $\frac{1}{4}$  and the Southeast  $\frac{1}{4}$  of Section 31, Township 11 North, Range 7 East, Towns of Sumpter, and Merrimac, Sauk County, Wisconsin

Commencing at the East  $\frac{1}{4}$  corner of Section 23, Township 10 North, Range 6 East; thence S89°52'55"W 2641.16 feet along the south line of the Northeast  $\frac{1}{4}$  of said Section 23 to the center of said Section 23; thence S89°51'22"W 33.16 feet along the South line of the Northwest  $\frac{1}{4}$  of said Section 23 to the point of beginning; thence continuing S89°51'22"W 108.56 feet along the South line of the Northwest  $\frac{1}{4}$  of said Section 23; thence northerly 2598.42 feet along the arc of a curve to the right having a radius of 2892.35 feet, a central angle of 51°28'23", and a chord which bears N3°26'18"E 2511.92 feet to the west line of the Northeast  $\frac{1}{4}$  of said Section 23; thence northeasterly 162.89 feet along the arc of said curve having a radius of 2892.35 feet, a central angle of 3°13'36", and a chord which bears N30°47'18"E 162.87 feet to the south line of the Southeast  $\frac{1}{4}$  of said Section 14; ; thence northeasterly 103.08 feet along the arc of said curve having a radius of 2892.35 feet, a central angle of 2°02'31", and a chord which bears N33°25'21"E 103.07 feet to the end of said non-tangent curve; thence N34°26'41"E 2706.61 feet to the point of curvature of a non-tangent curve to the left; thence northeasterly 377.89 feet along the arc of said curve having a radius of 2792.24 feet, a central angle of 7°45'15", and a chord which bears N30°34'15"E 377.61 feet to the South line of the Northeast  $\frac{1}{4}$  of said Section 14; thence continuing northerly 1253.96 feet along the arc of said curve having a radius of 2792.24 feet, a central angle of 25°43'51", and a chord which bears N13°49'42"E 1243.44 feet to the end of said non-tangent curve; thence N00°57'54"E 1428.50 feet to the South line of the Southeast  $\frac{1}{4}$  of said Section 11; thence continuing N00°57'54"E 2644.05 feet to the South Line of the Northeast  $\frac{1}{4}$  of said Section 11; thence continuing N00°57'54"E 105.13 feet to the point of curvature of a non-tangent curve to the right; thence northerly 420.20 feet along the arc of said curve having a radius of 2541.83 feet, a central angle of 9°28'18", and a chord which bears N4°48'06"E 419.72 feet to end of said curve and a point of curvature of a non-tangent curve to the left; thence northerly 715.21 feet along the arc of said curve having a radius of 3052.07 feet, a central angle of 13°25'35", and a chord which bears N8°38'27"E 713.58 feet to the end of said curve; thence N00°57'44"E 985.46 feet; thence S88°49'29"E 29.99 feet; thence N00°57'46"E 380.83 feet to the point of curvature of a non-tangent curve; thence northerly 49.13 feet along the arc of said curve to the right, having a radius of 2425.57 feet, a central angle of 1°09'38" and a chord which bears N2°41'36"E 49.13 feet to the south line of the Southeast  $\frac{1}{4}$  of said Section 2; thence continuing northerly 54.03 feet along the arc of said curve to the right having a radius of 2425.57 feet, a central angle of 1°16'35", and a chord which bears N3°



54°42'E 54.03 feet to the end of said curve; thence N84°20'38"W 30.01 feet to the point of curvature of a curve to the right; thence northeasterly 739.86 feet along the arc of said curve having a radius of 1277.13 feet, a central angle of 33°11'32", and a chord which bears N22°17'51"E 729.55 feet to the east line of the Southeast ¼ of said Section 2; thence continuing northeasterly 540.57 feet along the arc of said curve having a radius of 1277.13 feet, a central angle of 24°15'06", and a chord which bears N51°01'10"E 536.55 feet to the point of curvature of a non-tangent reverse curve; thence northeasterly 714.61 feet along the arc of said curve having a radius of 695.87 feet, a central angle of 58°50'20", and a chord which bears N32°57'32"E 683.62 feet to the end of said curve; thence N02°46'22"E 1005.34 feet to the south line of the Northwest ¼ of said Section 1; thence continuing N02°46'22"E 2101.76 feet; thence N04°19'32"W 186.91 feet to the point of curvature of a non-tangent curve to the left; thence northwesterly 563.84 feet along the arc of said curve having a radius of 541.22 feet, a central angle of 59°41'25", and a chord which bears N34°11'09"W 538.68 feet to the South line of the Southwest ¼ of said Section 36; thence continuing Northwesterly 247.10 feet along the arc of said curve having a radius of 541.22 feet, a central angle of 26°09'34", and a chord which bears N77°06'38"W 244.96 feet to the end of said curve; thence S89°47'56"W 353.18 feet to the west line of the Southwest ¼ of said Section 36; thence continuing S89°47'56"W 310.07 feet; thence N00°12'12"E 100.00 feet; thence N89°47'48"E 310.25 feet to the west line of the Southwest ¼ of said Section 36; thence continuing N89°47'48"E 773.07 feet to the point of curvature of a non-tangent curve to the left; thence easterly 473.77 feet along the arc of said curve having a radius of 1321.67 feet, a central angle of 20°32'18", and a chord which bears N79°31'42"E 471.24 feet to the point of reverse curvature of a non-tangent curve to the right; thence easterly 192.10 feet along the arc of said curve having a radius of 1529.10 feet, a central angle of 7°11'52", and a chord which bears N69°15'35"E 191.97 feet; thence continuing easterly 194.09 feet along the arc of said curve having a radius of 1529.10 feet, a central angle of 7°16'21", and a chord which bears N76°29'42"E 193.96 feet to the end of said curve; thence N82°58'29"E 1040.98 feet to the west line of the Southeast ¼ of said Section 36; thence continuing N82°58'29"E 2666.17 feet to the west line of the Southwest ¼ of said Section 31; thence continuing N82°58'29"E 137.52 feet to the point of curvature of a non-tangent curve to the left; thence northeasterly 784.72 feet along the arc of said curve having a radius of 8305.72 feet, a central angle of 5°24'48", and a chord which bears N79°11'17"E 784.43 feet to the end of said curve; thence N75°15'18"E 1556.75 feet to the west line of the Southeast ¼ of said Section 31; thence continuing N75°15'18"E 2722.06 feet to the west line of the Southwest ¼ of Section 32, Township 11 North, Range 7 East; thence S00°16'50"E 103.28 feet the along west line of said Section 32; thence S75°15'18"W 2722.37 feet to the west line of the Southeast ¼ of said Section 31; thence continuing S75°15'18"W 1530.68 feet to the point of curvature of a non-tangent curve to the right; thence southwesterly 798.15 feet along the arc of said curve having a radius of 8405.72 feet, a central angle of 5°26'25", and a chord which bears S79°11'15"W 797.85 feet to the end of said curve; thence S82°58'29"W 150.09 feet to the west line of



the Southwest ¼ of said Section 31; thence continuing S82°58'29"W 2665.29 feet to the West line of the Southeast ¼ of said Section 36; thence S82°78'29"W 1029.30 feet to the point of curvature of a non-tangent curve to the left; thence southwesterly 537.83 feet along the arc of said curve having a radius of 667.07 feet, a central angle of 46°11'44", and a chord which bears S60°47'48"W 523.38 feet to the South line of the Southwest ¼ of said 36; thence continuing southwesterly 406.56 feet along the arc of said curve having a radius of 667.07 feet, a central angle of 34°55'14", and a chord which bears S20°14'19"W 400.30 feet to the end of said curve; thence S02°46'23"W 2359.41 feet to the South line of the Northwest ¼ of said Section 1; thence continuing S02°46'23"W 1009.45 feet; thence S02°12'56"W 586.58 feet to the point of curvature of a non-tangent curve to the right; thence southwesterly 1090.56 feet along the arc of said curve having a radius of 2801.88 feet, a central angle of 22°18'03", and a chord which bears S13°22'27"W 1083.69 feet to the south line of the Southwest ¼ of said Section 1; thence continuing 144.36 feet along the arc of said curve having a radius of 2801.88 feet, a central angle of 2°57'07", and a chord which bears S26°00'02"W 144.34 feet to the end of said curve; thence S27°29'09"W 254.04 feet; thence N 90°00'00"W 26.61 feet; thence S28°40'29"W 307.78 feet; thence S62°32'03"E 29.98 feet; thence S27°29'05"W 640.81 feet to the west line of the Northwest ¼ of said Section 12; thence S 27°28'12"W 10.83 feet to the point of curvature of a non-tangent curve to the left; thence southwesterly 1373.90 feet along the arc of said curve having a radius of 2970.66 feet, a central angle of 26°29'55", and a chord which bears S14°14'07"W 1361.69 feet; thence S 00°57'51"W 104.61 feet to the South line of the Northeast ¼ of said Section 11; thence continuing S00°57'51"W 2255.36 feet; thence S89°01'06"E 110.05 feet; thence S00°00'00"E 386.76 feet to the south line of the Southeast ¼ of said Section 11; thence S00°00'00"E 1431.66' ; thence S09°34'10"W 601.28 feet; thence N77°37'30"W 110.00 feet to the point of curvature of a non-tangent curve to the right; thence southwesterly 672.52 feet along the arc of said curve having a radius of 2892.01 feet, a central angle of 13°19'25", and a chord which bears S19°02'05"W 671.00 feet to the south line of the Northeast ¼ of said Section 14; thence continuing southwesterly 441.74 feet along the arc of said curve having a radius of 2892.01 feet, a central angle of 8°45'06", and a chord which bears S30°04'21"W 441.31 feet to the end of said curve; thence S34°26'43"W 2706.59 feet to the point of curvature of a non-tangent curve to the left; thence southwesterly 35.53 feet along the arc of said curve having a radius of 2791.55 feet, a central angle of 00°43'45", and a chord which bears S34°04'55"W 35.53 feet to the south line of the Southeast ¼ of said Section 14; thence continuing southwesterly 412.69 feet along the arc of said curve having a radius of 2791.55 feet, a central angle of 8°28'14", and a chord which bears S29°28'58"W 412.32 feet to the west line of the Northeast ¼ of said Section 23; thence continuing southerly along the arc of said curve having a radius of 2791.55 feet, a central angle of 48°23'55", and a radius which bears S01°02'53"W 2288.59 feet to the point of beginning.



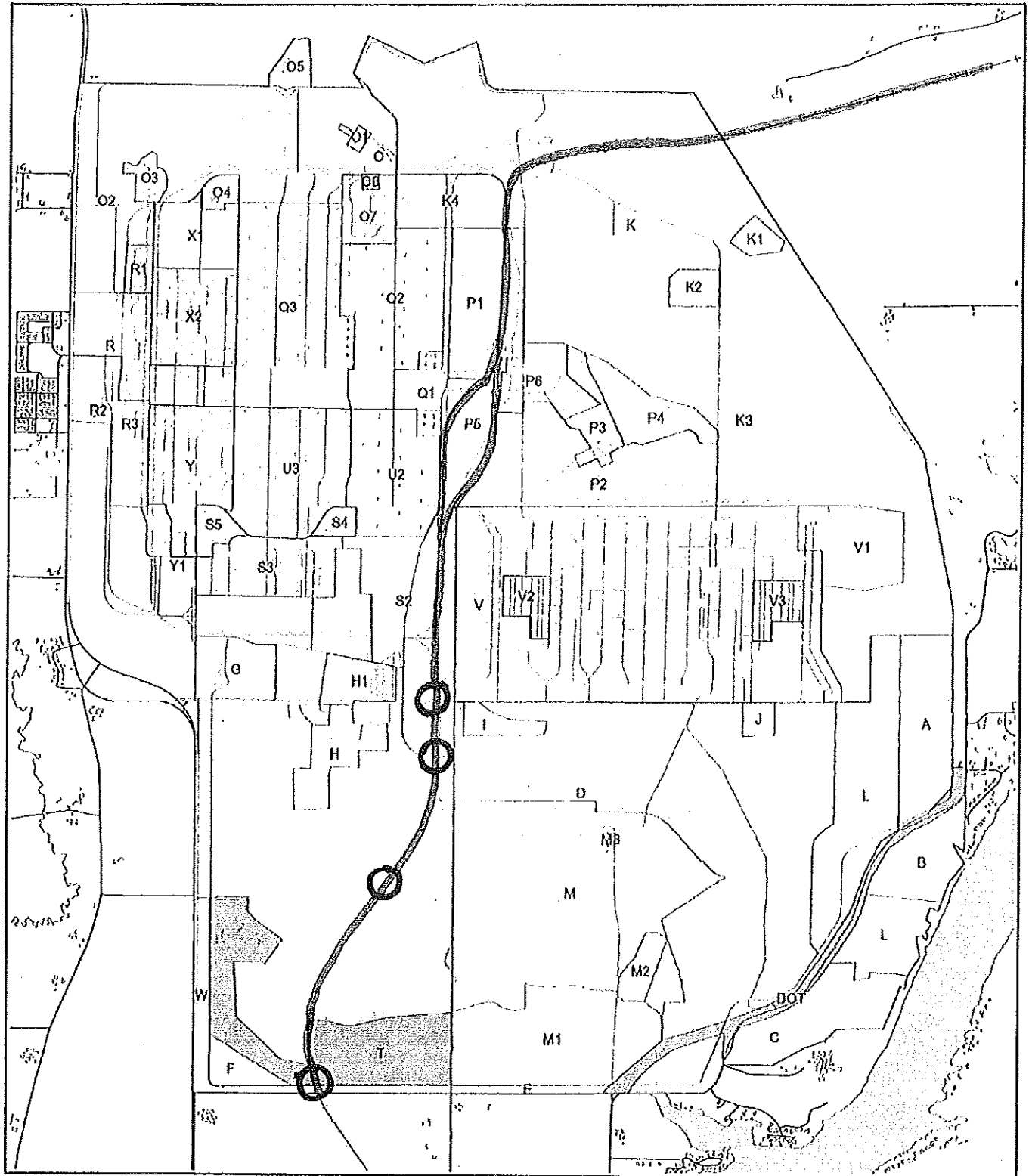
# PLAT OF SURVEY

[illegible]

JACQUES (JAN) SUPERNOVIC  
FERNAND JACQUES, RLS  
2222 MICHAEL COURT  
REEDSBURG WI 53959  
(508) 224-6337  
MRS JACQUES AND SUPERNOVIC.COM



# EXHIBIT B



- GSA Transfer Parcels**
- Bluffview Sanitary District
  - BIA/Ho-Chunk
  - Town of Sumpter
  - USDA
  - NPS/WDNR
  - WDOT

## Badger Army Ammunition Plant

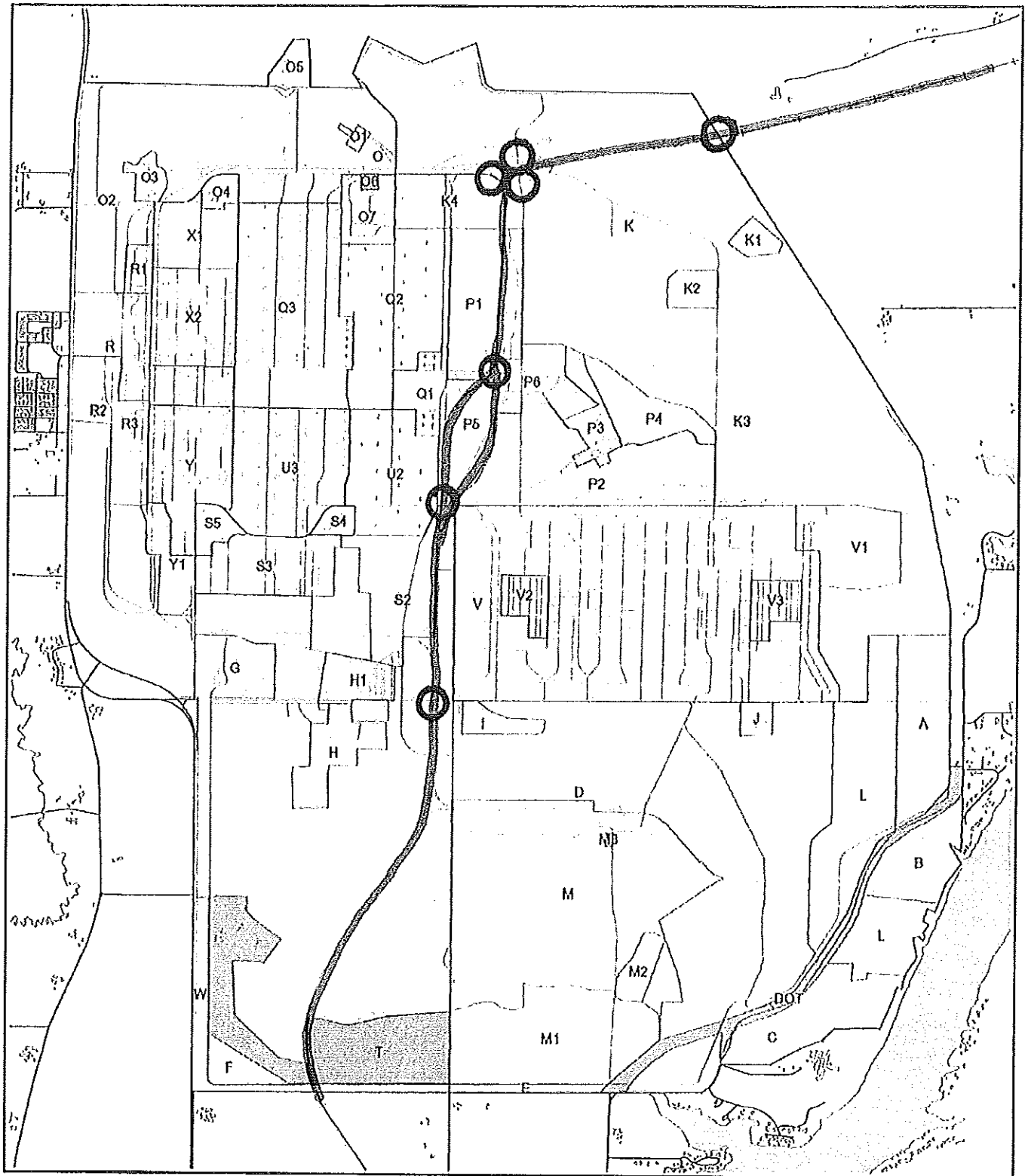


**SpecPro**  
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Plot Date 2/20/07



# EXHIBIT C



## GSA Transfer Parcels

- Bluffview Sanitary District
- DIA/Ho-Chunk
- Town of Sumpter
- USDA
- NPS/WDNR
- WDOT

## Badger Army Ammunition Plant



**SpecPro**  
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Plot Date 2/20/07