



Michael Best & Friedrich LLP
Attorneys at Law
Raymond R. Krueger
T 414.225.2786
E rrrkrueger@michaelbest.com

September 26, 2019

Steven Kaiser, Esq.
US EPA Region 5
77 W. Jackson Blvd.
Mail Code P-19J
Chicago, IL 60604-3950

William Nelson, Esq.
Department of Natural Resources
P.O. Box 7921
Madison, WI 53707-7921

Dear Attorney Steven Kaiser and Attorney Bill Nelson:

We represent Wausau Chemical Corporation ("Wausau Chemical"), one of the signatories to the Consent Decree entered January 24, 1991, by U.S. District Judge Barbara Crabb of the U.S. District Court for the Western District of Wisconsin. The City of Wausau, Wisconsin ("City") is also a signatory to this Consent Decree.

The purpose of this letter is to notify Region 5 of the U. S. Environmental Protection Agency ("USEPA") and the Wisconsin Department of Natural Resources ("WDNR") that Wausau Chemical and the City have entered into a Purchase and Development Agreement, dated May 10, 2018 ("City Agreement") under which AJR North, LLC, an affiliate of Wausau Chemical, proposes to transfer certain parcels of property to the City for redevelopment on which Wausau Chemical currently operates its existing chemical manufacturing and storage business. AJR East, LLC, another affiliate of Wausau Chemical, proposes that the City transfer 9.371 acres of City property to AJR East for the development of a new chemical manufacturing and storage facility for Wausau Chemical located outside of the Wausau Water Supply NPL Site. The closing date for these transactions is currently scheduled for December 31, 2019.

The parcels of property to be transferred by the AJR North, LLC affiliate of Wausau Chemical to the City are commonly known as 2001 North River Drive, 2001 North 2nd Street, 200 Park Avenue, 1940 2nd Street, and 180 East Wausau Avenue, and are legally described on Exhibit A-2 of the City Agreement as Parcel I. A copy of Exhibit A-2 is attached. You will note that Exhibit A-2 contains the legal descriptions of four (4) parcels. However, only Parcel I of Exhibit A-2 includes the Wausau Chemical property within the Wausau Water Supply NPL Site which is to be conveyed to the City.

The Notice provision in paragraph 9.A of the Consent Decree required Wausau Chemical and its then president, James E. Cherwinka, to record notices of the Consent Decree with the Marathon County Register of Deeds in the chain of title for each parcel of their respective properties located within the Wausau Water Supply NPL Site. A copy of these notices, filed by Wausau Chemical and its former president, James E. Cherwinka, is attached. We have reviewed the legal descriptions from these Wausau Chemical and James E. Cherwinka notices, and it appears that the parcels of property described in the notices are a part of Parcel I of Certified Survey Map No. 12726 as shown on Exhibit A-2. A copy of Certified



Steven Kaiser, Esq.
William Nelson, Esq.
September 26, 2019
Page 2

Survey Map 12726 is attached. Accordingly, the properties described in the notices and Parcel I of Exhibit A-2 are subject to the 60-day notice of alienation requirement of paragraph 9.B of the Consent Decree.

Wausau Chemical hereby provides the 60-day notice, pursuant to paragraph 9.B of the Consent Decree, to USEPA Region 5 and WDNR of the proposed alienation of the property described as Parcel 1, in Exhibit A-2 to the City Agreement.

The grantee of this proposed alienation is the City of Wausau, which as noted above, is also a signatory to the Consent Decree. As a signatory, the City has received a copy of the fully executed Consent Decree. In paragraph 2.c. of the City Agreement, a copy of which is attached, the City acknowledges that the property to be conveyed to the City is part of the Wausau Water Supply NPL Site subject to the remediation activities in connection with this NPL Site and subject to the Consent Decree. In addition, the City Agreement, in paragraph 2.c., acknowledges that the City and Wausau Chemical have been equitably apportioning the shared "Ongoing Superfund Compliance Costs" at the Wausau Chemical Water Supply NPL Site, and makes clear that nothing in the City Agreement "shall be deemed to modify each party's respective obligations under the Consent Decree," that "the parties agree to comply with the terms and conditions of the Consent Decree" and that Wausau Chemical and its affiliates "shall continue to retain liability for and shall promptly pay to the City upon demand its equitably-apportioned share of the Ongoing Superfund Compliance Costs, as reasonably determined by the City."

We believe that the information in this letter fulfills the obligations of Wausau Chemical to notify USEPA and WDNR of the proposed alienation of property subject to the Wausau Water Supply, NPL Site Consent Decree. Please confirm your agency's acceptance of this notice. In the event you have any questions with regard to this notice or are in need of any additional information, please contact me at your convenience.

Very truly yours,

MICHAEL BEST & FRIEDRICH LLP

A handwritten signature in black ink, appearing to read 'Raymond R. Krueger', written over a horizontal line.

Raymond R. Krueger

RRK:mtg

Enclosure

cc: Mr. David Rozeboom, WDNR
Ms. Anne Jacobson, City Attorney – Wausau, WI
John Bocke, Wausau Chemical Corporation

EXHIBIT A-2

LEGAL DESCRIPTION OF THE DEVELOPER'S PROPERTY

Parcel I:

Parcel one (1) of Certified Survey Map No. 12726 recorded in the office of the Register of Deeds for Marathon County, Wisconsin, in Volume 55 of Certified Survey Maps on page 44, as Document No. 1309168; being part of the Northwest quarter (NW ¼) of the Northwest quarter (NW ¼) of Section twenty-five (25), Township twenty-nine (29) North, Range seven (7) East, in the City of Wausau, Marathon County, Wisconsin; subject to easements of record.

Tax Parcel No.: 59-252907-006-011-00-00
Tax Key: 2907-252-987
PIN: 291-2907-252-0987

Parcel II:

Lot one (1) of Certified Survey Map No. 14150 recorded in the office of the Register of Deeds for Marathon County, Wisconsin, in Volume 62 of Certified Survey Maps on page 157, as Document No. 1431494; being part of Government Lot one (1) in Section twenty-four (24), township twenty-nine (29) North, Range seven (7) East, in the City of Wausau, Marathon County, Wisconsin; subject to easements of record.

Tax Parcel No.: 59-242907-0GL-001-35-00
Tax Key: 2907-243-958
PIN: 291-2907-243-0956

Parcel III:

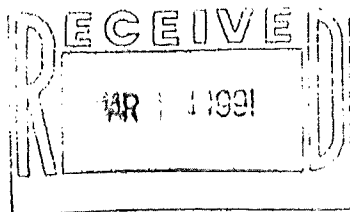
Lot one (1) of Certified Survey Map No. 15842 recorded in the office of the Register of Deeds for Marathon County, Wisconsin, in Volume 72 of Certified Survey Maps on page 113, as Document No. 1574300; being part of the Northwest quarter (NW ¼) of the Northwest quarter (NW ¼) of Section twenty-five (25), Township twenty-nine (29) North, Range seven (7) East, in the City of Wausau, Marathon County, Wisconsin; subject to easements of record.

Tax Parcel No.: 59-252907-006-012-00-00
Tax Key: 2907-252-986
PIN: 291-2907-252-0986

Parcel IV:

Lot two (2) of Certified Survey Map No. 12179 recorded in the office of the Register of Deeds for Marathon County, Wisconsin, in Volume 52 of Certified Survey Maps on page 67, as Document No. 1259762; being Lots one (1), two (2), three (3), four (4) and part of Lot five (5), all in Block six (6) of Dunbar & Brown's Addition to their Riverview Addition, in the City of Wausau, Marathon County, Wisconsin; subject to easements of record.

Tax Parcel No.: 59-2145-006-001-01-00
Tax Key: 2907-252-571
PIN: 291-2907-252-0571



939827

VOL 518 PAGE 50

NOTICE

Wausau Chemical Corporation, a Corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, is the owner of certain real property ("Property") located at 2001 River Drive, Wausau, Wisconsin, which Property is more particularly described on Exhibit A attached hereto and which Exhibit A is incorporated herein.

Wausau Chemical Corporation hereby provides notice that the Property is subject to a consent decree ("entered") in Civil Action No. 90-C-0831-C, filed in the United States District Court for the Western District of Wisconsin. A copy of the Decree may be obtained from the following:

Clerk of Court
United States District Court
120 North Henry Street
Madison, WI 53703

City Clerk
City Hall
407 Grant Street
Wausau, WI 54401

The sole purpose of this notice is to give the public notice of the Decree in accordance with paragraph 9 of the Decree.

WAUSAU CHEMICAL CORPORATION

By: James E. Cherwinka
James E. Cherwinka
Its President
Title

STATE OF WISCONSIN)
) SS.
MARATHON COUNTY)

Personally came before me this 25 day of February 1991, James E. Cherwinka, President of Wausau Chemical Corporation, to me known to be the person who executed the foregoing instrument, and to me known to be such President and acknowledged that he

executed the foregoing instrument as such officer of Wausau Chemical Corporation, by its authority.

Axis Carlson
Notary Public, State of Wisconsin
My Commission: 3-7-92

This document was drafted by and after recording should be returned to:

Donald F. Kiesling
CHARNE, CLANCY & TAITELMAN s.c.
100 East Wisconsin Avenue
Suite 2400
Milwaukee, Wisconsin 53202-4113

EXHIBIT A

Part of the Northwest quarter (NW1/4) of the Northwest quarter (NW1/4) of Section twenty-five (25), Township twenty-nine (29) North, Range seven (7) East, in the City of Wausau, Marathon County, State of Wisconsin, designated as the excepted parcel, described as follows:

Commencing at a point on the South line of Wausau Avenue, 227.75 feet West of the West line of Second Street; thence South perpendicular to South line of Wausau Avenue, 70 feet; thence West parallel with and 70 feet South of the South line of Wausau Avenue, 147.60 feet, more or less, to a point which is 15 feet NW'ly of railroad siding track, thence SW'ly on a curve parallel to and 15 feet NW'ly from the center line of said railroad siding track to a point, said point being 131 feet South of the South line of Wausau Avenue; thence at an azimuth of 180° , 23.05 feet to a point, said point being the P.C. of a reverse curve to the right; thence SW'ly 224.05 feet along a curve having the following data, radius 675.11 feet, tangents 112.97 feet, I angle 19° , long chord 222.85 feet, curve length 224.05 feet, degree of curvature $8^{\circ} 28.8'$, to a point said point being the point of reverse curvature; thence SW'ly 166.90 feet along a curve to the left having the following data, radius 615.11 feet, tangents 120.77 feet, long chord 237.02 feet, curve length 238.5 feet, curvature $9^{\circ} 18.6'$, I angle $22^{\circ} 13'$ to a point, which point is the point of beginning of the excepted parcel hereafter described; thence at an azimuth of $87^{\circ} 06'$ a distance of 273.95 feet to a point, said point being 50 feet perpendicular to and West of the center line of the main line track of the C. M. St. P. & P. R. R.; thence at an azimuth of $10^{\circ} 40'$ a distance of 532.32 feet parallel with and 50 feet West of the center line of said railroad tracks to a point, said point being on the South line of Wausau Avenue and 155.60 feet West of the West line of Second Street; thence West along the South line of Wausau Avenue 72.15 feet to the point of beginning; excepting therefrom the following parcel; beginning at the point designated in the foregoing description as the point of beginning of the excepted parcel; thence N $83^{\circ} 46' 30''$ E, 99.6 feet; thence NE'ly, parallel with the centerline of the railroad siding track of the Chicago, Milwaukee, St. Paul & Pacific Railroad, 181.1 feet; thence Northwesterly, at a right angle, 89.6 feet; thence SW'ly, along the East boundary of River Drive, and along the West line of the parcel conveyed in the foregoing description, 197 feet, more or less, to the point of beginning.

25-29-7

939877

RECORDED & INDEXED
SERIALS SECTION
FEB 11 1978

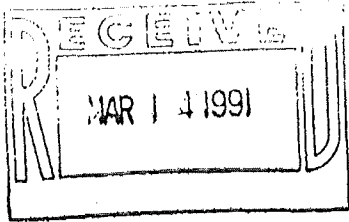
VOLUME 548 OF 548

RECORDS ON FILE

Michael J. Sydnor
1509
FEB 15 1978

VOL 548 PAGE 53

WAUSAU CHEMICAL CORP
Box 953
Wauson, WI 54402
5
20 12 78



939828

VOL 543 PAGE 54

NOTICE

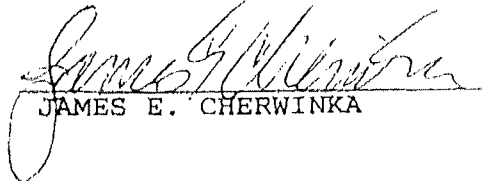
James E. Cherwinka, an individual, is the owner of certain real property ("Property") located at 2001 River Drive, Wausau, Wisconsin, which Property is more particularly described on Exhibit A attached hereto and which Exhibit A is incorporated herein.

The undersigned hereby provides notice that the Property is subject to a consent decree ("entered") in Civil Action No. 90-C-0831-C, filed in the United States District Court for the Western District of Wisconsin. A copy of the Decree may be obtained from the following:

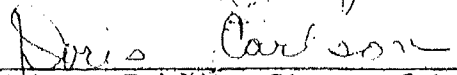
Clerk of Court
United States District Court
120 North Henry Street
Madison, WI 53703

City Clerk
City Hall
407 Grant Street
Wausau, WI 54401

The sole purpose of this notice is to give the public notice of the Decree in accordance with paragraph 9 of the Decree.


JAMES E. CHERWINKA

Subscribed and sworn to before me
this 25 day of January, 1991.


Notary Public, State of Wisconsin
My Commission expires: 8-1-92.

This document was drafted by and after recording should be returned to:

Donald F. Kiesling
CHARNE, CLANCY & TAITELMAN s.c.
100 East Wisconsin Avenue
Suite 2400
Milwaukee, Wisconsin 53202-4113

Parcel 1:

Part of the Northwest quarter (NW1/4) of the Northwest quarter (NW1/4) of Section twenty-five (25), Township twenty-nine (29) North, Range seven (7) East, in the City of Wausau, County of Marathon, State of Wisconsin, described as follows:

Beginning at a point on the South line of Wausau Avenue 227.75 feet West of the West line of Second Street; thence South perpendicular to the South line of Wausau Avenue, 70 feet; thence West, parallel with and 70 feet South of the South line of Wausau Avenue, 147.60 feet, more or less, to a point which is 15 feet Northwesterly of railroad siding track; thence Southwesterly on a curve parallel to and 15 feet distant Northwesterly from the center line of said railroad siding track, to a point 458 feet West of the West line of Second Street; thence North to the South line of Wausau Avenue at a point which is 458 feet West of the West line of Second Street; thence East along the South line of Wausau Avenue 230.25 feet, more or less, to the point of beginning.

Parcel 2:

Part of the Northwest quarter (NW1/4) of the Northwest quarter (NW1/4) of Section twenty-five (25), Township twenty-nine (29) North, Range seven (7) East, in the City of Wausau, Marathon County, State of Wisconsin, described as follows:

Commencing at a point on the South line of Wausau Avenue, 227.75 feet West of the West line of Second Street; thence South perpendicular to South line of Wausau Avenue, 70 feet; thence West parallel with and 70 feet South of the South line of Wausau Avenue, 147.60 feet, more or less, to a point which is 15 feet NW'ly of railroad siding track, thence SW'ly on a curve parallel to and 15 feet NW'ly from the center line of said railroad siding track to a point, said point being 131 feet South of the South line of Wausau Avenue; thence at an azimuth of 180°, 23.05 feet to a point, said point being the P.C. of a reverse curve to the right; thence SW'ly 224.05 feet along a curve having the following data, radius 675.11 feet, tangents 112.97 feet, I angle 19°, long chord 222.85 feet, curve length 224.05 feet, degree of curvature 8° 28.8', to a point said point being the point of reverse curvature; thence SW'ly 166.90 feet along a curve to the left having the following data, radius 615.11 feet, tangents 120.77 feet, long chord 237.02 feet, curve length 238.5 feet, curvature 9° 18.6', I angle 22° 13' to a point, which point is the point of beginning of the excepted parcel hereafter described; thence at an azimuth of 87° 06' a distance of 273.95 feet to a point, said point being 50 feet perpendicular to and

DESCRIPTION OF "PARCEL 2" CONTINUED FROM PAGE 1:

West of the center line of the main line track of the C. M. St. P. & P. R. R.; thence at an azimuth of 10°40' a distance of 532.32 feet parallel with and 50 feet West of the center line of said railroad tracks to a point, said point being on the South line of Wausau Avenue and 155.60 feet West of the West line of Second Street; thence West along the South line of Wausau Avenue 72.15 feet to the point of beginning; excepting therefrom the following parcel; beginning at the point designated in the foregoing description as the point of beginning of the excepted parcel; thence N 83°46' 30" E, 99.6 feet; thence NE'ly, parallel with the centerline of the railroad siding track of the Chicago, Milwaukee, St. Paul & Pacific Railroad, 181.1 feet; thence Northwesterly, at a right angle, 89.6 feet; thence SW'ly, along the East boundary of River Drive, and along the West line of the parcel conveyed in the foregoing description, 197 feet, more or less, to the point of beginning.

Wausau Chamber Corp
 Box 953
 Wausau WI 54981

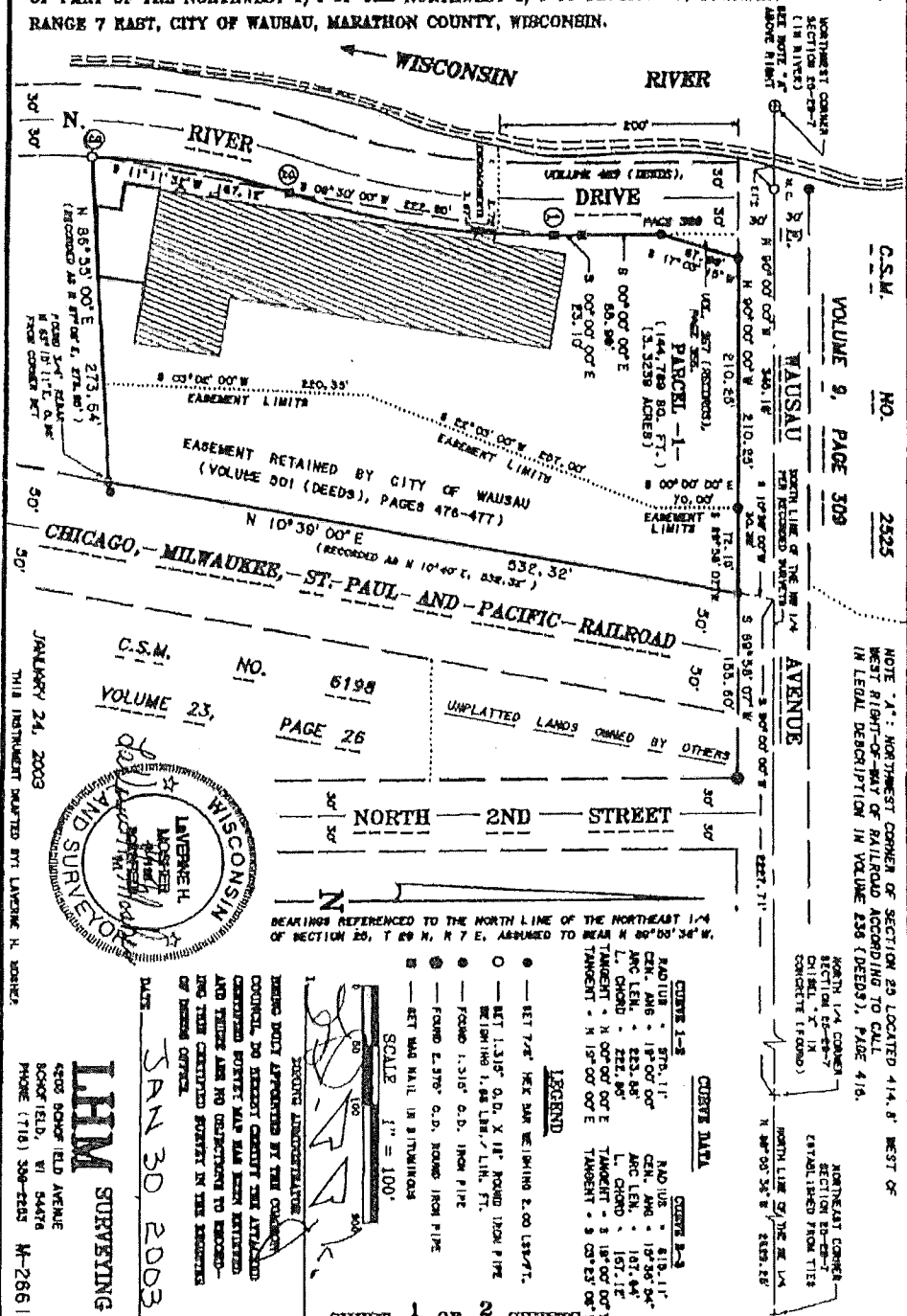
Michael D. [Signature]

REGISTER'S OFFICE
 RECEPTION CENTER
 2025-1901 4:18 PM
 VOLUME 548 OF MICRO
 RECORDED ON PAGE 54-5

9100713
 25-297

12726

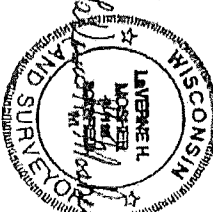
MARATHON COUNTY CERTIFIED SURVEY MAP
OF PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 29 NORTH,
RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.



C.S.M. NO. 2525
VOLUME 9, PAGE 309
WAUSAU

NOTE: A: NORTHWEST CORNER OF SECTION 25 LOCATED 414.8' WEST OF WEST RIGHT-OF-WAY OF RAILROAD ACCORDING TO CALL IN LEGAL DESCRIPTION IN VOLUME 235 (DEEDS), PAGE 416.

C.S.M. NO. 6198
VOLUME 23, PAGE 26
UNPLATTED LANDS OWNED BY OTHERS



JANUARY 24, 2003
THIS INSTRUMENT DATED BY LAWRENCE H. LANZEN

BEARINGS REFERENCED TO THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 25, T 29 N, R 7 E, ASSUMED TO BEAR N 80°05'34" W.

LEGEND

- SET 7/2" IRON NAIL WEIGHING 2.00 LB/PT.
- SET 1.315" O.D. X 11" ROUND IRON PIPE
- FOUND 1.315" O.D. IRON PIPE
- FOUND 2.375" O.D. ROUND IRON PIPE
- SET NAIL IN SITUATION

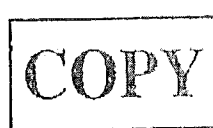
SCALE 1" = 100'

CONCRETE DATA

CURVE 1-2	CURVE 2-3
RADIUS = 370.11'	RADIUS = 819.11'
CEN. ANG = 18°00'00"	CEN. ANG = 18°30'34"
ARC LEN. = 223.88'	ARC LEN. = 167.64'
L. CHORD = 222.95'	L. CHORD = 167.15'
TANGENT = N 00°00'00" E	TANGENT = S 19°00'00" W
TANGENT = N 19°00'00" E	TANGENT = S 03°25'00" W

LHM SURVEYING
4505 BANCOR FIELD AVENUE
SCOTT FIELD, WI 54476
PHONE (715) 300-2225 N-2861

JAN 30 2003



MARATHON COUNTY CERTIFIED SURVEY MAP

I, LaVerne H. Mosher, Registered Land Surveyor, hereby certify:

That I have surveyed, divided and mapped that part of the Northwest 1/4 of the Northwest 1/4 of Section 25, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, more particularly described as follows:

Commencing at the North 1/4 corner of said Section 25, Township 29 North, Range 7 East; thence N 90° 00' 00" W along the North line of the said Northwest 1/4 of Section 25, 2227.71 feet to a point on the West right-of-way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad; thence S 10° 39' 00" W along the said West right-of-way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad, 30.39 feet to the point where the said West right-of-way intersects the South right-of-way line of East Wausau Avenue; said point also being the point of beginning of the parcel to be described, thence S 89° 58' 07" W along the said South right-of-way line of East Wausau Avenue, 72.15 feet; thence N 90° 00' 00" W along the said South right-of-way line of East Wausau Avenue, 210.25 feet to the Northeast corner of that parcel described and recorded in Volume 257 (Records), Page 356; thence S 17° 03' 15" W along the Easterly line of said parcel described and recorded in Volume 257 (Records), Page 356, 67.99 feet to a point located 65.00 feet South of the said South right-of-way line of East Wausau Avenue; thence S 00° 00' 00" E along a line perpendicular to the South right-of-way line of East Wausau Avenue, 65.99 feet; thence continuing S 00° 00' 00" E along a line perpendicular to the South right-of-way line of Wausau Avenue, 23.10 feet to a point of curvature; thence along the arc of a curve, concave Westerly, having a radius of 675.11 feet and whose long chord bears S 09° 30' 00" W, 222.85 feet to a point of reverse curvature; thence along the arc of a curve, concave Easterly, having a radius of 615.11 feet and whose long chord bears S 11° 11' 32" W, 167.12 feet; thence N 86° 55' 00" E, 273.64 feet to a point located 50 feet perpendicular to and West of the centerline of the said Chicago, Milwaukee, St. Paul and Pacific Railroad; thence N 10° 39' 00" E along a line 50 feet West of and parallel with the centerline of the said Chicago, Milwaukee, St. Paul and Pacific Railroad, 532.32 feet to the point of beginning. Parcel so described subject to easements of record and usage, flowage and riparian rights, railroad spur and switch rights; other rights not enumerated herein; all pursuant to public documents, both recorded and unrecorded.

That I have made such survey, land division and plat by the direction of James E. Cherwinka and Wausau Chemical Corporation.

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

That I have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statutes, Chapter A-E 7 of the Wisconsin Administrative Code and the Subdivision Regulations of the City of Wausau in surveying, dividing and mapping the same.

Dated this 24th day of January, 2001.

LaVerne H. Mosher

LaVerne H. Mosher
R. L. S. No. S-1188



Prepared by:
LHM SURVEYING
4203 SCHOFIELD AVENUE
SCHOFIELD, WI 54476

SHEET 2 of 2 SHEETS

Prepared for:
James E. Cherwinka, Wausau Chemical Corp.
2001 River Drive
WAUSAU WI 54403



c. *Developer's Property Environmental Matters.* The City acknowledges that the Developer's Property is part of the Wausau Water Supply ("WWS") Superfund Site, which is administered by the United States Environmental Protection Agency ("USEPA") and the Wisconsin Department of Natural Resources ("WDNR"), and is the subject of remediation activities in connection with the WWS Superfund Site to address volatile organic compounds in soil and groundwater. Further both the City and Developer acknowledge that the parties have been equitably apportioning the shared costs (including, without limitation, agency oversight and water treatment expenses) in connection with the WWS Superfund Site for compliance with all terms of the Consent Decree entered in Civil Action No. 90-C097310C, filed in the United States District Court for the Western District of Wisconsin (the "Consent Decree"), in addition to compliance with any other final orders issued by the USEPA or the WDNR in connection with the WWS Superfund Site with respect to Developer's Property (collectively with the Consent Decree compliance costs, the "Ongoing Superfund Compliance Costs"). The City and Developer acknowledge that the Developer's Property is subject to the Consent Decree and that the Consent Decree is likely to remain until and after the Developer's Property Closing. Further, nothing herein shall be deemed to modify each party's respective obligations under the Consent Decree, and the parties agree to comply with the terms and conditions of the Consent Decree, including, without limitation, any notice requirements therein with respect to the Developer's Property Closing. After Developer's Property Closing, Developer shall continue to retain liability for and shall promptly pay to the City upon demand its equitably-apportioned share of the Ongoing Superfund Compliance Costs, as reasonably determined by the City. In addition to and without limiting the forgoing, for twenty (20) years following Closing Developer shall also retain liability for and hold harmless, indemnify and defend the City (the "Post-Closing Environmental Indemnity") from and against any and all claims, liability and losses, and expenses related thereto (including reasonable attorneys' fees), which the City incurs arising or asserted to arise out of, any preexisting environmental contamination at the Developer's Property, except to the extent Developer can prove such contamination was not caused by Developer and except to the extent already accounted for in the Ongoing Superfund Compliance Costs. Notwithstanding the foregoing, the City agrees to be

responsible for, and covenants not to sue Developer for, the constituents and impacted areas to be addressed in City's anticipated redevelopment work as necessary to achieve closure from the WDNR for soil remediation, but only as expressly identified in the May 5, 2017 GHD *Proposal for Environmental Consulting Services, Brownfield Development of the Wausau Chemical Property, 2001 N. River Drive, Wausau, Wisconsin* (Reference No. 11148195-98) memorandum. If the City asserts Developer liability under the Post-Closing Environmental Indemnity, the City agrees to reimburse Developer for any reasonable costs and expenses Developer incurs if Developer successfully proves the contamination at issue was not caused by Developer.