APPENDIX A

## QUITCLATM DFED

THIS INDENTURE, made this list day of August, 1947, between the UNITED STATES OF AMERICA, acting by and through the Federal Farm Ifortgage Corporation, under and pursuant to the powers and authority contained in the provisions of the Surplus Property Act of 1944 ( 58 Stat. 765); and WAA Regulation No. 1 , as amended; Order of the Secretary of Agriculture dated April 26, 1945 ( 10 F. R. 4647); and Order of the Governor of the Farm Credit Administration dated April 28, 1945 (10 F. R. 4694), GRANTOR, and, REGENTS OF TIE UNIVERSITY OF MINNESOTA, a body corporate, created by the Territorial Government of Minnesota and perpetuated by the Constitution of the State of Minnesota, with post office address in minneapolis, Minnem sota, GRANTEE,

WITNESSETH: That the said GRANTOR, in consideration of the covenants, conditions, restrictions and reservations hereafter contained, and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, quitclaim and convey unto the said GRANTEE, its successors and assigns, forever, the following described property in the County of Dakota, State of Minnesota, to-wit:

Section Four (4) except the South 2 rods thereof; the East one-half ( $\mathrm{E}_{2}^{2}$ ) of Section ten (10) excopt the North 2 rods thereof and except the east 2 rods thereof; Section Eleven (11) except the West 2 rods thereof; the West one-half (W W Thirteen (13) except a strip of land 4 rods wide, being 2 rods on each side of the right-of-way of the public road over and across the Northeast Quarter ( $\mathrm{NE}_{4}^{\frac{2}{4} \text { ) thereof; Section Fourteen (Il4) except the }}$ West 2 rods thereof; all in Township One hundred Fourteen (114) North, Range Nineteen (19) West.

The Southwest Quarter (SW? ) of Section Twenty-five (25); the Southwest Quarter (SWhat ) of section Twenty-seven (27); the South Half. (S $\frac{7}{6}$ ) of Section Twenty-eight (28); Section Thirty-three (33); the Northvest Quarter (NWT) of Section Thirty-four (34); the North Half of the North Helf of the Southwest Quarter ( $\mathrm{N}_{2} \mathrm{~N}_{\mathrm{N}}^{2} \mathrm{~S} W \frac{1}{4}$ ) of section Thirtyfour (34); alno the spur traok and right-of-way tharefor over that part of the Southeast Quarter (SEL $\frac{2}{4}$ ) of Section Twenty-five (25) lying west of the Chicago and Creat Western Railroad right-of-way as reserved by the Grantor. in a deed dated March 25, 1947 to Thomas W. Strathern and Tillie Strathern; all. In Townahlp one hundred fifteen (115) North, Range Ns.nateen (19) West.

A1I: that part of the Southeast Guarter (SES) of Section Twonty-nine (29), Tomship One hundred fifteen (115) North, Ranif Ninetoon (19) West, whith is included withitn the lines horeinafter described, lying East of the present right-of-way of the Chicago, Minwakee, st. Paul and Paodfic Hallyroad Company

The northerly boundary line of said tract is described as follows:
START at a point in the cast line of said Section Twenty-nine (29) distant 1270 feet north of the southeast corner thereof; thence westerly on a straight line malking an angle of 89 degrees 44 minutes in the southwest quadrant with said east line, 1398.2 feet to point of curve to the right with a radius of 743.09 feet; thence westerly along said curve 88.6 feet; thence continue northresterly on a.curve to the right with a radius of 523.69 feet compound to the last described curve, a distance of 887 feet to the end of said curve; thence northeasterly on a tangent to said curve 155 feet, to a point in the easterly boundary line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company's right-of-way, which line is parallel to and 50 feet southeasterly, measured at right angles from the center line of said Railroad Company's main track as the same is now there laid and operated.

The southerly boundary line of said tract is described as follows:
START at a point in the east line of said Section Twenty-nine (29) distant 1170 feet north of the southeast corner thereof; thence rresterly on a straight line making an angle of 89 degrees L4 minutes in the southwest quadrant with said east line, 1898.6 feet to a point of curve to the left with a radius of 637.27 feet; thence southwesterly along said curve 555 feet to the end of said curve; thence southwesterly on a tangent to said curve 167 feet, to a point in the hereinabove described easterly boundary line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company's right-of-way.

All of the Grantor's right, title and intërest in and to a perpetual easement for the location, construction, operation, maintenance and patrol of a water pipe line:in, over and upon a strip of land 75 feet wide across the Southeast Quarter (SE ${ }^{\frac{1}{k}}$ ) of Section Twenty-nine (29), as included within the lines hereinafter described:

Beginning at a point in the East line of said Section Twenty-nine (29), distant 777.8 feet south of the East Quarter corner thereof, thence भesterly 1058.24 feet on a straight line, making an angle of 90 degrees 16 minutes in the Northwest quadrant with said Cast line, thence Southerly 75 feet along a curve with a radius of 523.69 feet; thence Easterly, on a straight line, parallel to the line first described above, a distance of 1958.24 feet, to a point in the East line of said Section Twenty-nine (29), thence North 75 feet to the point of beginning, all in Township One hundred fifteen (115) North, Range Nineteen (19) West.

Together with the improvernents and betterments on said lands, including, but not limited to, buildings and structures and customary building instaliations and railway trackage.

The aforesaj.d premises are hereby conveyed subject, homever, to the following easements and encumbrances:
i. All agricultural and residence leases now in effect, all of which expire not later than February 28, 1948.
2. Easements for pipe line to the Minnesota Northern Natural Gas Company or its successors.
3. Easements to the Northern States Power Company for electric transmission and distribution lines.
4. Easements for public roads and highways and public utilities.
5. Any other easements in open and notorious use by the owner thereof,: not spacifically mentioned herein.

Said land was duly declared surplus and assigned to the Federal Farm Mortgage Corporation as disposal agency pursuant to the provisions of the above mentioned Act and WAA Regulation No. 1, as amended.

TO HAVE AND TO HOLD all and singular said premises together with the appurtenances, unto the said GRANTEF, and its successors and assigns forever, provided however that this conveyance is made and accepted upon each of the following conditions subsequent which shall be binding upon and enforceable against said GRANTEE, its successors or assigns and each of them, as follows:

FIRST: That for a period of 25 years from the date of this conveyance, said premises shall be continuously used in accordance with the program set forth in detail by the ORANTEE in its application dated July 15, 1946, and all amendments thereto, as recomnended by the United States Office of Education, and accepted by the GRANTOR.

SECOND: That for a period of 25 years from the date of this conveyance, the GRANTEE, its successors or assigns shall file a semi-annual report with the War Assets Administration or its succossor in function, setting forth its curricula and other pertinent data establishing its continuous use for the purposes firgt above set forth.

THIRD: That it will not resell or lease snid premises within 25 years from the date of this instrument without first obtaining the written authorization of the War Assets Administration to such resale or lease.

That in the event there is a breach of the above conditions by the GRANTEE, its successors or assigns, whether caused by the legal inability of said ORANTEE, its successors or assigns, to perforin said conditions, or otherwise, during said 25 year period, all right, titie and interest in and to the said premises shall,
at its option, revert to and become the property of the CRANTOR, who shall have the inmediate right of entry upon said premises and the GRANTEE, its successors or assigns shall forfeight all right, title and interest in said premises and in. any and all of the tenements, hereditaments and appurtenances thereunto belonging;

PROVIDED HOYEVER, that the failure of the War Assets Administration or its successor in function to insist in any one or more instances upon complete performance of any of the foregoing conditions subsequent shall not be construed as a waiver or relinquishment of the future performance on such condition, but the GRANTEIS'S obligations with respect to such future performance shall continue in full force and effect: PROVLDED FURTHER than in the event GRANTOR fails to excrcise its option to reenter the premises for any such breach within 26 years from the date hereof, all of the foregoing conditions subsequent, together with all rights of the GRANTOR to reenter thereon as herainabove provided shall as of that date terminate and be extinguished.

IN THE EVENT THE GRANTEE, during the 25 year period first above referired to, replaces the temporary structures and improvements on the demised premises at the date hereof with permanent structures and improvements to be used for the same purposes as set out in condition numbered FIRST above, it may make application to the War Assets Administration or its successor in function for, and the latter may, in its discretion, abrogate the conditions subsequent together with all rights of reentry hereinabove contained.

In the event the demised premises outlives its usefulness for the purposes set out in condition numbered FInST above, during the said 25 year period, the GRANTEE may secure abrogation of the conditions subsequent together with all rights of reentry hereinabove contained, by:
a) Payment of the unamortized portion of the $100 \%$ public benefit allowance granted the GRANTEE from the current market value of $8471,790.00$; which amortization shall be at the rate of $4 \%$ for each completed 12 months of operation in compliance with the terms of transfer, and
b) Approval of the War Assats Administration, or its auccessor in function.

THE GRANTII, by the acceptance of this deed, covenants and agrees, for it-
self, its successors and assigns that the United States of America shall have the right during the existence of any national emergency declared by the President of the United States of America or the Congress thereof, to the full unrestricted possession, control and use of the premises or any part thereof, including any additions or improvements thereto made subsequent to this conveyance, without charge EXCEPT THAT the United States of America shall be responsible during the period of such use, if occurring prior to fugust 1, 1972, for the entire cost of maintaining the premises or any portion thereof so used and shall pay a fair rental for the use of any installations or structures which have been added thereto without federal aid; PROVIDED HOYEVER, that if such use is required after August 1, 1972, or the GRANTEE, its successors or assigns has secured the abrogation of the conditions subsequent together with all rights of reentry as hereinabove provided, the United States of America shall pay a fair rentall for the entire portion of the premises so used.

IN WITNESS WHEREOF, the GRANTOR has caused these presents to be executed in its name by the Federal Farm Mortgage Corporation, and the seal of the said Corporation to be hereunto affixed the day and year first above written.
(Corporate Seal)
In the Presence of:
W. R. Frankhanel

UNITED STATES OF AMERICA
By Federal Farm Mortgage Corporation
By
Leonard W. Nordman Vice Prosident

Mary H. Tybering
STATE OF MINNESOTA)
COUNTY OF RALSSEY $\left\{\begin{array}{l}\text { ss. }\end{array}\right.$
I, Harrlet Auran , a Notary Public in and for said State and County aforesaid, do certify that on this 9th day of October, 1947, before me appeared Lennard Yi. Nordinan , to me personally kown, and known to me to be Vice Prendent of the Federal Farm Mortgage Corporation, who being by me duly sworn did say that he is such officer; that the seal affixed to the foregoing deed is the corporate seal of said Corporation and was affixed by order of the Board of Directors of said Corporation, and that he signed his name to the instrument by like order; that said deed was signed and sealed by him for said Corporation on behalf of the United States of America; and that aaid Vice President acknowledged the execution of said deed to be his froe act and deed as such officer, the free act and deed of the United States of America by the Federal Farm Mortgage Corporation, and the free act and deed of the Federal Farm Mortgage Corporation acting for the United States of America.

IN WITNISS WHEREOF, I horeunto set my hand and seal of Saint Paul, in the County and State aforesaid, on the date last above written,
(Notorial Seal)


QUITCLAIM DEED

WHEREAS, the property hereinafter described was surplus to the needs of the United States of Emerica pursuant to the provisions of the Surplus Property Act of 1944 ( 58 stat. 765) as amended, and WAA Regulation No. 1 as amended (11 Fed. Reg. L08); and

WHEREAS, property hereinafter described was formerly used by the Department of the Army as an ordnance plant engaged in the manufacture and production of smokeless powder and other explosive chemical substances and compounds; and

WHERTAS, such property was subjected to contamination, by the introduction and manufacture thereon of such explosives; and

WHEREAS, the grantor hereinafter designated is unable to certify that the property has been decontaminated and is unable to state whether or not the same is safe for use; and

WHEREAS, the grantee hereinafter desjgnated has evinced its desire to purchase such property with full knowledge of and notwithstanding the foregoing:

NOW, THEREFORE, This Indenture, made this 17 th day of March, 1948, between the UNITED STATES CF AUERICA, acting by and through VAR ASSETS ADMINISTRATION, under and pursuant to Reorganization Plan one of 1947 (12 F. R. 4534), and pursuant to the powers and authority contained in the Surplus Property Act of 1944 ( 56 stat. 765) as amended, and WAA Regulation 1 as amended, GRANTOR, and REGENTS OF THE UNIVEPSTTY OF KINNESOTA, a body corporate, created by the Territorial Government of limnesota and perpetuated by the Constitution of the State of Kinnesota, with post office address in Minneapolis, Minnesota, GRANTEE,

WITHESSETH, THAT the said Grantor, in consideration of the covenants, conditions, restrictions and reservations hereafter contained, and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, quitclaim and convey unto the said Grantee, its successors and assigns, forever, the following described property in the County of Dakota, state of stinnesota, to-wit:

West one-half ( Wir $_{2}^{2}$ ) of Section one (1); All of Section Two (2); the North half ( $\mathrm{N}_{2}^{\frac{1}{2}}$ ) and the southeast Quarter ( $\mathrm{Si}^{\frac{3}{4}}$ ) of Section Three (3); all in Tomship One hundred fourteen (114) North, Range Nineteen
(19) West of the 5th Principal feridian.

West one－half（W⿳亠丷厂彡⿱丆贝 ）of Section Thirty－Six（36）；All of Section Thirty－ five（35）；the East one－half（ E ） ）and the South one－half of the Southwest quarter（ $5 \frac{1}{2} \mathrm{SN} \frac{\operatorname{L}}{4}$ ）and the South one－half of the North one－ hilf of the Southwest Quarter（ $\mathrm{S}_{\frac{1}{2}} \mathrm{~N} \frac{1}{2} \mathrm{SW}^{\frac{1}{4}}$ ）of Section Thirty－four （34）；the South one－half（S $\frac{1}{2}$ ）of Section Iwenty－six（26）；and the South East Quarter（SE $\frac{3}{4}$ ）of Section Twenty－seven（27）；all in Tomm－ ship One Hundred Fifteen（115）North，Range Nineteen（19）West of the 5th Principal Meridian．

Title to said land，consisting of 3,320 acres more or less，having been acquired by the United States of Aperica as a part of that installation known as the Gopher Ordnance Yorks，Rosemount，Dakota County，Minnesota，

Together with the improvements and betterments on said lands，including but not limited to，buildings and structures and customary building installations and railway trackage．

There is specifically reserved and excluded from the above conveyance． unto the grantor，its designates，grantees and assigns，an easement for the use－in－place and／or dismantling and removal of those buildings，structures and functional units designated as buildinge numbered $207-A, 207-B$ ，Ether Manufacturing and Alcohol Rectifying Units；207AA and 207BB，Ether Manufacturing and Alcohol Tank Farm；303，ANA Nitric Acid Concentration Unit；303，ASA Sulphuric Acid Con－ centration Unit；303，SAC Sulphuric Acid Concentration Unit；612A，Acid Utilization Plant；226A，Hydraulic Refrigeration Unit；227A，Warehouse，227B，Yarehouse and 2270 ，Warehouse，together with the right to the use and utilization of the land areas surrounding the said functional units necessary for the operation and／or dismantling and removal thereof，and for a rightwofmay over the premises conveyed for ingress and egress to the said functional units，and together with the right to reactivate and operate said functional units and／or dismantle，sell and remove the same from the premises conveyed，and to utilize jointly with the grantee all utilities remaining on the premises conveyed in connection with the aforesaid activities．Said easement rights shall＇be free of any and ail cost or charge， other than for standard utility charges entailed，and shall continue for so long as the said functional units may remain in place．

The aforesaid premises are hereby conveyed subject，however，to the following easements and encumbrances：

1．All unexpired agricultural and residence leases now in effect．
2．Easements for pipe line to the Minnesota Northern Natural Gas Company or its successors．
3. Easements to the Northern States Power Company for electric transmission and distribution lines.
4. Easements for public roads and highways and public utilities.
5. Any other easements in open and notorious use by the owner thereof, not specifically mentioned herein.

Said land was duly declared surplus and assigned to War Assots Administration, acting pursuant to Reorganization Plan One of 1947, for disposal pursuant to the provisions of the above-mentioned Act and WAA Regulation 1 as amended.

TO HAVE AND TO HOLD all and singular said premises together with the appurtenances, unto the said Grantee and its successors and assigns forever, provided, however, that this conveyance is made and accepted upon each of the following conditions subsequent which shall be binding upon and enforceable against said Grantee, its successors or assigns and each of them, as follows:

FIRST: That for a period of 25 years from the date of this conveyance, said premises shall be continuously used in accordance with the program set forth in detail by the Grantee in its application dated July 15, 1946, and all amendments thereto, as recommended by the United States Office of Education and accepted by the Grantor.

SECOND: That for a period of 25 years from the date of this conveyance, the Grantee, its suocessors or assigns shall file a semi-annual report with the War Assets Administration or its successor in function, setting forth its curricula and other pertinent data establishing its contimuous use for the purposes first above set forth.

THIRD: That it will not resell or lease said premises within 25 years from the date of this instrument without first obtaining the written guthorization of the Mar Assets Administration to such resale or lease.

That in the event there is a breach of the above conditions by the Grantee, its successors or assigns, whether caused by the legal inability of said Grantee, its successors or assigns, to perform said conditions, or otherwise, during said 25 year period, all right, title and interest in and to the said premises shall, at its option, revert to and become the property of the Grantor, who shall have the immediate right of entry upon said premises and the Grantee, its successors or assigns shall forfeit all right, title and interest in said premises and in any and all of the tenements, hereditaments and appurtenances thereunto belonging;

PROVIDED, HOWEVER, that the failure of the War Assets Administration or its successor in function to insist in any one or more instances upon complete
performance of any of the foregoing conditions subsequent shall not be construed as a waiver or relinquishment of the future performance on such condition, but the Grantee?s obligations with respect to such future performance shall continue in full force and effect: Provided, further, that in the event Grantor fails to exercise its option to re-enter the premises for any such breach within 26 years from the date hereof, all of the foregoing conditions subsequent, together with all rights of the Grantor to re-enter thereon as hereinabove provided shall as of that date terminate and be extinguished.

IN THE EVENT THE GRANTET, during the 25 year period first above referred to, replaces the temporary structures and improvements on the demised premises at the date hereof with permanent structures and improvements to be used for the same purposes as set out in Condition numbered FIRST above, it may make application to the Var Assets Administration or its successor in function for, and the latter may, in its discretion, abrogate the conditions subsequent together with all rights of re-entry hereinabove contained.

In the event the demised premises outlives its usefulness for the purposes set out in condition numbered FIRST above, during the said 25 year period, the Grantee may secure abrogation of the conditions subsequent together with all rights of re-entry hereinabove contained, by:
a) Payment of the unamortized portion of the $100 \%$ public benefit allowance granted the Grantee from the current market value of $\$ 3,936,213.00$; which amortization shall be at the rate of $4 \%$ for each completed 12 months of operation in compliance with the terms of transfer, and
b) Approval of the Kar Assets Administration, or its successor in function.

The Grantee, by the acceptance of this deed, covenants and agrees, for itself, its successors and assigns that the United States of America shall have the right during the existence of any National Emergency declared by the President - of the United States of America or the Congress thereof, to the full unrestricted possession, control and use of the premises or any part thereof, including any additions or improvements thereto made aubsequent to this conveyance, without charge EXCEPT THAT, the United States of America shall be responsible during the period of such use, if occurring prior to March 17, 1973 for the entire cost of maintaining the premises or any portion thereof so used and shall pay a fair rental for the use of any installations or structures which have been added thereto without rederal aid; PROVIDED, HOYEVER, that if
such use is required after . March 17, 1973 or the Grantee, its successors or assigns has secured the abrogation of the conditions subsequent together with all rights of re-entry as hereinabove provided, the United States of America shall pay a fair rental for the entire portion of the premises so used.

FURTHER, by the acceptance of this instrument, the Grantee admits and confesses to full knowiedge with respect to the facts contained in the foregoing recitals as to the possible contaminated condition of the property.

By the acceptance of this instrument and as a further consideration for this conveyance, the Grantee herein covenants and agrees for itself and its successors and assigns to assume all risk for all personal injuries and property damages arising out of ownership, maintenance, use and occupation of the foregoing property; and further covenants and agrees to indemnify and save harmless the War Assets Administration and the United States of America, their servants, agents, officers, and employees against any and all liability claims, causes of action or suits due to, arising out of, or resulting from, immediately or remotely, the possible contaminated condition, ownership, use, occupation or presence of the Grantee, or any other person upon the property lawfully or otherwise.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed on the day and year first above written.

IN THE PRESENCE OF:

IN THE PRESENCE OF:
UNITED STATES OF ANERTCA
Acting by and through WAR ASSETS ADMENISTRATION

By /s/ Joseph A. Burke Joseph A. Burke
Deputy Regional Director
for Real Property Disposal.
War Assets Admini.stration
Chicago, Illinois
REGENTS OF THE UNIVERSITY OF MINNESOTA
By/s/ J. L. Morrill
President

## ATTEST:

/s/ Y. T. Middlebrook

[^0]I, $\qquad$ for said State and County aforesaid, do certify that on this 17 day of March , 1948, before me appeared Joseph A. Burke, Deputy Regional Director, War Assets Administration, Chicago, Illinois, to me personally known, and known to me to be such Deputy Regional Director of the War Assets Administration, who being by me duly sworn did say that he was such Deputy Regional Director, and that he signed his name to said deed in pursuance of proper authority, that said deed was signed by him, as such Deputy Regional Director, War Assets Administration, on behalf of the United States of America; and that said Joseph A. Burke acknowledged the execution of said deed to be his free act and deed as such Deputy Regional pirector, the free act and deed of the United States of America by the War Assets Administration, and the free act and deed of the War Assets Administration, acting for the United States of America, and that said Administration has no official seal.

IN WITNESS WHEREOF, I hereinto set my hand at Chicago, IIlinois, in the County and State aforesaid, on the date last above written.

Notary Public
(NOTARIAL SEAL)
My Commission Expires: 2-26-50

## STATE OF MINNESOTA )

) SS
COUNTY OF HENNEPIN
I, T. L. O1Hearn , a Notary Public in and for the State and County aforesald, do cerifify that on this 18 day of March, 1948, before me appeared. J. I. Morrill and W. T. Middlebrook, President and Secretary of the Board of Regents of the University of Minnesota, respectively, to me personally known, and known to me to be such President and Socretary of the Board of Regents of the University of Minnesota, who being by me duly sworn did say that they were such President and Secretiary of the Board of Regents of the University of Minnesota, and that they signed and attested said deed in pursuance of proper authority, that said deed was signed and attested by them, as such President and Secretary of the Board. of Regents of the University of 3 隹nnesota, respectively, on behalf of the Board of Regents of the University of Minnesota; and that said J. L. Morrill and W. T. Middlebrook acknowledged the execution and attestation of said deed to be their free act and deed as such President and Secretary of the Roard of Regents of the University of Minnesota and the free act and deed of. the said Board of Regents of the University of Minnesota and the seal affixed thereto to be the corporate seal of said University of Minnesota.

IN WITNESS WHICREOF, I hereunto set my hand at Minneapolis, Minnesota, in the County and State aforesaid, on the date last above written.
(MOTARIAL SEAL)


WHERFAS, the property beroinafter dencribed was surpius to the needs af the Unitec. States of America pirsuant to the provisions of the Surplus Property
 (II Fed. Reg. 408); and Thereas the For Assets Administration, under and pursuant to Reorganization Plan One of 1947 ( 12 F. Ro 4534), and pursuant to the pormers and anthority contained in the Sumpius Property Act of 1944 ( 58 Stata 7611) as amended, as Grantor did, of the 37 th day of Maroh, 1948, deed the folloring desm cxibed land, together with other lands, to the Regents of the University of Lifmesota ${ }_{p}$ a pubilc educational corporation, wifich deed wis ifled for record in the office of the Register of Deeds, for Dakota County, Ufimesota on the 19th chy of March, 1948, at 17 olclock aome in Book 22ly of Deeds, Pages 598-600.

THIPREAS, the United States of Americs has requested that an area of hand togethur with certain brildings, structares, and eqaipwent thereon located, containing; and surroumding the central steam plant be reconveyed by the Regents of the Ondveraity of IHmesota back to the United States of America for facilititing use by 1t, pursuant to the Federal Property and Administrative Servicos Aot of 1949, as amerded P.L. 152, 81st Congress and P.I. 751, ' BIat Congress.

NOA THLREFORE, This Indenture, made this 27th day of June, 2951, betrieen the RAWENS OF THE UNIVERSITY OF MINNESOTA, a Minnesota Educational Copporation, created by the Termitorial Goverment of Mimesota, and perpetuated by the Constitution of the State of lifnesote, with post office address in Minneapolis,保nnesota, Grantor, and the UNITED STATES OF AkPRICA, Grantes,

BITNLSSIHH, THAT the Grantor, in consideration of the covenants, conditions, restrictions and reservations hereafter contained, and other good and valunble consideration, the raceipt of which is hereby acknorrledged, does hareby grant, bargain, quitcloim sud convay unto the sald Grantee, its successors and assigns, forever, the following deacribed property in the County of Dakota, State of Mimesota, towitz

Comancing at a polnt on the Vest line of Section Mirtymelx (36), trienty three humdred six and sixty-serren one hundredths $(2306,67)$ feet North of the Southe west cornex of Section Thdrty-six (36), Tomship One Humired and Fifteen (225) Worth, Range Mnateen (19) West, Dakota County, Hinnesota tbence due Rast a distence
of one kundred twenty ( 120 ) feet to a point which is the starting point of the propenty to be conveyed; thence Northerly parallel to the Vest tine of said Section Thirty-aix (36) a distance of twalve hundred (1200) feat; thence due East a distance of nine hundred sixty-three and twenfy-four one hundredths (963.24) feet; thence due South a datence of twelve humdred (1200) feet to a point lying nine homdred seventy-fiour and twenty-five one hundredthe (97L.25) feet Easterily from the starting point; thence Festerly along said line mine humared seventy-four and twenty-flve one tundredths (974.25) feet to the staxting point; and comprising in all approximetely twenty-six and seventy one-fimdredths ( 26.70 ) acres in aaid Section Thirity-six (36); othexwise identified as that parcel of land bounded on the North by coordinate $5-5200$, on the East by coondinate E-19600, an the South by coordinate S-64,00 and frest by a line parallel to the Weat line of said Section inirty-six (36) which passes through coordinate E-18628.68 at coordimate s-6080.31, said coordinates being as show an Mot PJan Sheet I of two sheets of the Gopher Ordnance Forks, dated April 1, 1945, Project 8953, No. 1869.

Titie to eaid land, consisting of apprecimately trenty-aix and"beventy one-hundredths ( 26.70 ) acres more or less, having been acquired fron the United States of America as part of that installation formerly known as the Oopher Ordannce Fiorks, Rosemount, Dakota Coumty, Himnesota; together with the inprovements and befterments on axid lands, inoluding but not limited to, buildings and structures and customary boilding installations and railuray trackage and equipment. The buildings, structures, and all equipment or personsi property presentiv ingtajled (1) or located therein are included in this deed. The buildings included are the steam plant described as Building " $401-\mathrm{A}^{\mathrm{n}}$, the Wetar Reservoir Building desoribed as

 Equipment Building described as Building n4iz-A", the soacalled South kater Tower adjacent to the above ateam plant, salt dissolving pit described as "406-n" and the coal corvoying equipment muming from the steam plant to the coal storage area which is not a building but an open storage area for stockpiling conl.

There is specifically incinded in the above conveyance and guaranteed to the Grantee the right of ingress to and egress from the conveyed area for the use-in-place and/or diemantling and removal of the above bilidinge, structures, and (1) All swch is luated in Perzonal Propecty
functional urits or any parit thereof, together with the right to the use and utilisation of the surrounding land not conveyed by this deed for the dicmanting and removal of the said functional units. Grantee shall also have the rlght to reactivate and operate said funotionsl units or any part thoreof, with the consent of the Grantor in view of the Grantor's use of the premises known as Rosomount Research Center. Grantee shall have the right to dismantle, sell and remove said functional umits or any part thereof trom the premises conveyed. Orantee shall have the right to ntilize jointly with the orantor all utilities now on said conveyed premises in connection with the maintaining, preserring, protecting, dismantiling, selling or removing of said functional units or and part thereof from the premises conveyed, which right of joint use shall not imure to the Orantee's assignees or successors. Syid eastment rights ahall be free of ang and all cost or charge, other than the utility charges entalled, and other items included in the supplemental agreament dated June $27 \mathrm{th}_{2}$ 2951, between the Grentor and the United States of America acsing by and through the Adminiatrator of Ceneral.Serfices, and ahall contime for so long as the said functional unite, oc any part thereof, may remain in place. The above Fights of ingress and egress shall incluce the right to the United States of Arierica, with the consent of the Grantor as to Jocation, to instell any and all pipe and wiring acroas, under or through any of the property not oonveyed by this dead but which is a part of the Rosemount Research Center, formerly known as the Oopher Ordmance Toriks, as wrill as a right of ingreas and egress at timas agreable to the Grantor and the Orantee for the purposes of maintaining any and all such pipe or wiring the United States of Americe may install. This right of ingress and egress shall include the use of railroad tracks and linse and highways ontside of but berving the conveyed area.

The Crantor at times agreeable to the Crantee shall have the right of ingress to and egress from the conveyed area for the purpose of maintenanoe, repair, or replacement of equipment relating to nater surply; fire proteotion, serrage dism posal, and power and telephone supply nor installed and in use in said conveyed areas provided, howevar that suoh equipment may be reacved upon joint consent of the parties hemeto.

There is hereby reserved the right of joint use, by the Orantor and the Grartee, of switchas, transformars and other electrical gear, and water and semage
purping equipment now in the Sieam Plant Building or area now in use and necessary to tha electrical, water, and server distuibution systems of the entire area formerly knomn as Gopher Ordnance Works, prorided, haseper, that the requirements of the Grantor shall taike pracedence ofer the requirements of the Orantee under said Joint use.

The aiforesaid premises are hereby conveged subject, however, to the following easements and encumbrances:
(1) Easements to the Northern States Pover Company for electrical. transmission and distribution lines.
(2) Easenents for the public roads and highmaya and public utilitites.
(3) Fasement to the present location of ary sermer, water so other public utilities now located on said premises granted in this deed.
(ii) Any other easements in open and notorious use by the ommex thereof, not specificalily mentioned herein.
TO HAVE AFD TO HOLD all and singular said premises together with the appurtenances, unto the said orantoo and its successors and asaigns foreger.

In consideration hereof it is mitually agreed that the fair value of the property corfveyed is determined to oo $\$ 1,823,500.00$ as of Karch 17, 1948; winch is a part of the consideretion for this deeds that a credit of this amount is to be alloned the Regents of the Universisy of Hinnesota, the Grantor herein, against the full value, as of hareh 37,2948 , of $\$ 3,936,233.00$, which sould indicate that the total fair value of the remainder of the installation, es of yarch 17, 1948, yould be rectuced to $\{2,172,713.00$ as the besis for all future businsss, pursuant to the original deed of Narch 17, 2948.

IN HITTESS YBEREOF, the Gxantor bas caussd these presents to be executed in Its corporate name by its President and its Secretary and its corporate seal to be hereunto affixed the day and year Sixst above written.

In the presence of;
/B/ Lillian E. Hefta
/s/N. Gertrude Koll
In the presemoe of:

8/Arthur H. Boneatrm

S/Frank Ho Palmor


| Ey /s/ J. L. Moxrill |  |
| :---: | :---: |
| By /s/ in T. Mididebroole | Prasident |
|  | Secretary |

Secretary
UNITMD SNATLES OF AMIRRICA, acting by end through the' Pederal Secmriky Agency
日y B/Dr. Arthur B. Prioe
 FTEDERAL SECURTTY AGZNCY REOTON $V$, CHICAGO, DHLTMOIS

STATE OF MTRTESOTA
COUNIT: OF HTRNNETIN ${ }^{88}$

If Evalyn $O_{0}$ Nelson
a. Notary Puhlio in smi for the State and Gormty oforesaid, do ceritify that on thds 28 day of $J m e, 1951$ before me appeared J. Le Herrinll and Ho To Rindilabrook as Fresident and as Seoretaity of the Iogents of the liniveritity of Ifanesotn, reapectivaly, to me persomjly known, and known to me to be such President and . . Siecratary of the Pegents of the Univeraity of Minnesörb, who boing by me cility grionn did say that they were such president and Secretary of the Regents of the Doiversity of Mimesota, and that they signeid the attested asild dead in pursuance of proper authority, that said deed was aigned and aftested by them, as sach pis Preaident and as Socretary of tho Regents of the Univeratity of Linmestats respectively, on behalf of the Hegents of the Univargitiy of Kimesotas and that gaid J. Lo Horrill aud Fi. T. Middieluroik acknoledge the exacution and atfeatation of sald doed to be thedr IFoe act and deed as smeh as president and as Secratary of the Regents of the Iniveraity of lifinesotis and the Iree act anci deed of tha said Regents of the Uriversitty of Mimnasota and the seal affired thereto to be the corporate seal of said Univeraity of Mimesota.

IN TITMESS MHEREOF, I heremnto set my hand at kinneapolis, Minnesotr, in the Gournty and State atoresaid; on the date last above naitem.

## /s/ Evelyn O. Nelson

 Notary yubitic, Hamenin Cointys,卦mesotaMy Commisaion Expires: July 6, 3951
.

SLATB OF ILTHNOLS
codriry or coor $\{$ :

Ig Iagh. Hagad . a Notary Publio
In and for grid State and Courity aroremid, do cortfify that on this 27th day of Jtme, 1951, before me appeared Dr. Artime Be Price, Fegional
 persomatiy knomn, and knom to.me to be snch Regional. Direotor, flegion V of the Federal Secuxity Agoney, who baing by me duly grorn did say that be ves buch Fegional Direotor, and that he sigred his name to said deed in .purbuanoe of preper authority; that gatid deed was signed by him, as such Regianal Direator, Region V, Frederal Security Agenoy, on behalf of the United States of Amarice; and that said Dr. Artikur B. Price acknowiedgad, the exeoution of said deed to be his free sot and deed as such Regionad. Direators, the Prae aat and deed of the Ualted States of Americin fry the. Federal Socurity Agoncy, and the free aet and deed of the Federal Seenurity Agency; acking for the Unfited States of America, and that said. Agenciy has no OPPICLal, seal.

IN WIMNESS MHEREOF, I hereuntio set $\bar{H}$ hand at Cinlcago, Ijilnois; In the County and Stata aforesaid, on the date last above mititem.

8/ Loah Mazad Notary Public

# RELEASE AND MODIFICATION OF DEED  

 between the UNITED STATES OF AMERICA, acting by and through the Secretary of Health, Education, and Welfare, under and pursuant to the powers and authority contained in the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended, GRANTOR, and the REGENTS OF THE ONIVERSITY'OF MINESOTA, a body corporate, created by the tefinitorial government of Minnesota and perpetuated by the Constitution of the State of Minnesota, with post office address in Minneapolis, Minnesota, GRaNTER, WITNESSES:WHERRAS, by Quitclaim Deed dated August 1, 1947, and recorded in the Office of the Register of Deeds, Dakota County, Hastings, Minnesota, in Book 22l;, of Deeds; at page 499, the UNITED STATES, acting by and through the Federal Fam Mortgage Corporation, meier and pursuant to the powers and authority contained in the provisions of the Surplus Property Act of 194ly, (58 Stet. 765), and regulations and orders issued thereunder, did convey unto the GRANIEE centain real property situate in Dakota County, Minnesota, therein more particulari described; and

KHEREAS, by Quitclaim Deed dated March 17, 1948, and recorded in the office of the Register of Deeds, Dakota County, Hastings; minnesota, in Book 22ly, of Deeds, at page 598, the INITED STATES acting by and through the War Assets Administration, under and pursuant to the provisions of the Surplus Property Act of 1944, and the regulations promulgated thereunder, did convey unto the GRANIER certain other real property situate in Dakota county, Kinosots, and therein more particularly described; and

WHEREAS, said conversances were made for and in consideration of the assuraption by the GraNTEE, and its agreement to observe and perform, certain conditions, reservations, restrictions, and covenants set out in the aforementioned Quitclaim Deeds including the conditions subsequent designated therein

$$
A M \text { io, Pc. } 6 / 12 / r_{2} A_{0} d
$$

$$
\text { - } 2 \text { - }
$$

as "first", "second" and "third", herelnafter set forth; and
WHEFBAS, the GRANTER desires to obtain title free and clear of said conditions subsequent designated "first", "second" and "third" and the rights of re-entivg for breach of guch conditions subsequent, respecting a portion of the real property conveyed by the aforementioned quitclaim Deeds, which real property is hereinafter more fully described; and

WHEREAS, the provisions of the Federal Property and Administrative Servicss Aot of 1949, as amended, vests in the Secratary of Health, Educetion, and Welfare, through such officers and employees as he may designate, the right, subject to the disapproval of the Adradnistrator of Ceneral Semvices within thirty ( 30 ) dage after notice to him of the action to be taken, to grantrelenses from the tems and conditions contained in ahy instrumont by which Surpins Property was transferred for educational purposes, pursuant to the provisions of the Aot, if he determines that the proparty so transferred no longer sarves the purpose for which it was transferred, or that such rolease will nct provent the accomplistment of the pripose for which such properity nas transferred: Provided, that any suich release may be mads subject to auch terms and conditions as he shail deary necessary to protect or advanse the interests of the United States; and

WHEREAS, it has been found by the Secretary of Health, Education, and Wejfara that the GRANTESSS release from said conditions subsequend designated "rirst": "second", and "third", hereinafter set forth, as to said real property heruinafter more particolarily desczibed, but not as to any other proper'y, upn and subject to the terms and conditions hereinafter set forth, will not prevent the accomplishment of the purpose for which the said property was tranaferreds and

KHERREAS, statutory notice of the proposed transaction has been given to the Administrator of General Services, and he has not disapproved of tho proposed transactiong

Nor, THEREFRE, for and in consideration of the foregoing and the
paymen of the sum of seventy-three thousand, six hundred and sixty-four dollars ( $\$ 73,664.00$ ) payable as set forth in a cortain note of evon date berowith, the said GRaNTOR has released, and by these presents does release the ORANTEE, its successors and assigns from the following conditions subsequent and rights of ra-entry as set forth in the aforementiongd Quitclain Deeds dated August 1, 1947, and March 17, 1948, to wit:

FiRST: That for a period of 25 yearsi from the date of this conveyance, said premises sha3l be continuously used in aporrdance uith the program set. forih in detedl by the Grantee in tts application dated july 15, 2946, and all amencments therato, as recommended by the United States office of Education and acoepted ty the Crantor:

SECOMD: That for a period of 25 years from the date of this conveyance, the Grantee, its successors or assigns shall file a semi-annual report with the War Assets diministration or its successor in function, satting forth its curricula and othss pertinent data establishing its contiruous use fos the propases first above set forth.

THIRD: That it will nat resell or 2ease said premisge within 25 years from the date of this instrament without finsis obtaining the written authorization of the War Assets Adninistration to such resale or lease.

That in the event there is a braach of the above conditions by the Grantee, its successors or essigns, whether oaused ty the legal inability of said Granten, its succeescre or assigas, to peaform said conditions, or otherwise, during said 25 year period, all rifent, titile and interest in and to the gatd premises ehall, at its option, revert to and becone the property of the Grantor, who shall have the frmediate xight of entry upon swid premises and the Orantee, its eupcessors or essigne shail forfoit all right, tijile and interest in said premsees end in any and ail of the tenoments, bereditaments and appurteabnceas thereimto belongingt

PROIIIED, HOKEVER, that the failure of the War Assets Administration or its successor in function to insist in any ons or more instances upon compleve performance of any of tho foregoing conditions subsequent shail not be construed as a waiver or relinquishment of the future ferformance on such contition, but the Grantes's obligations with respect to such future perfornance shall continue in full force and effect: Providet, further, that in the event Grantor fails to exercise its. option to re-enter the premises for any such breanh within 26 years fron the date hereof, all of the foregoing conditions subsequent, together with all rights of the Crantor to re-enter thereon as hereinabove prorided shall as of that date teeminate and
be extiguidshed.
but only as respects the following deswribed read preperty comprising portions
of the property conveyed by the aforerantionad quitclain Daeds, to wit:
The Southwest Quarter (SWlíl of Sectiom Twenty-five $(25)$ and The spour track and the rieht-of-nay therefor over that patt of the Southeast Cuarter (SE $\frac{1}{4}$ ) of Saction Twenty-five (25) Lring west of the Chicago and Geat Weatern Railroad right-of-wey as reserved by the crantor in a deed/dated March 25, 1947 to Thomas W. Strathem and Tijlie Strathem; that pert of the Southwest. Quartar ( 5 , $\mathrm{K}_{4}$ ) of Section Twenty-seven (27) lying north of the south right-of-wey inne of the ratlroad thereon as it now Hes;
 ifing north of the south aight-of-rus line of the railroad thereqn as it now 2100 ercepting approximately 23.17 acres in the northwest cormer of the southwest quariter (Sink of. Section Twonty-aight (28) occupied by 25 gtaff reaidencesp ${ }^{\text {all }}$ that part of the southeast quarter (SET4) of Seotion tirentyonine (29) comprising the right-at-way for the obicago silwilkee St. Panl. and Paoific Railway apur es described in Foderal Farm Mortgage Corporation Doed of August 2, 1947; a73 in Tormahtp One huncres fiftern (215) North Hange 19 West in Dakofa County, Ninneaota.

The rast one-halt (哫) Section Tren (10); all of Section
Eleven (ij); the Wott one-half (hil) of Section Twolve/ (12) s all of Section Thistean (13) and all of Section Fourtion (14) ajll in Township one Hundred Fourteer North (234N) Range Nineteen West ( $(\underline{O W}$ ) in Dakota county, Hinnosota as described in Fgieral Faym Mortgage Corporation Doed of August 1, i947.

All the aforesaid lands comprising eqproximately Twenty Nino Hundred Seventy-six acres (2976) were convoyed to the Ingente of the Daiversity of Minpesota by Federal Fair Mortgage Corporam tion Dead of august 1, 2947, Nc. 193572 Heeordad in Book 204 of Daeds, pe L99, of the Register of Deeds for Dakota County, Minngsotra.

The Southeast Quarter ( $88 \frac{1}{4}$ ) of Saction Twenty Six (26) in Toumahip One Hundred Fifteen (115) North Renge Ninateen (15) Weat in Daikgte County, MSnnosota. (The West one hall (wir) of Section one (I) the Zast Ono-halt ( $\mathrm{I}_{2}^{2}$ ) and the Southest quar-
 Seotion Three (3)s all in Tomship Oine Humared Bourte日n (114) Nosth, Fange Kinoteen (19) West in Dakote Comity, Kinnesote comprising approximately zieven hrondred twenty acreas conveyed to the Regents of the Doiversity of Hinnesota by the Uadted States ai America acting by and through the War Agpats Adainestiration by deed of Kaich 17, 1948 recorded in Pook 22ly of Daeds, P. 598, of the Register of Deeds for Dakote County, Minnesote.

PROVIDED, that all other conditions, reservations, restrictions end covenants, set out in both of the aforesaid cuitciaim Deeds deted August 1 , 2sing and March 17, 1948, shall romain in full farce and affect as to the propertiy theresin described, with the oxception of the appoximately twenty-six and seventy one - hundredthe (26.70) asres, more or less, together with


[^0]:    Secretary

