

APPENDIX A

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QUITCLAIM DEED

THIS INDENTURE, made this 1st day of August, 1947, between the UNITED STATES OF AMERICA, acting by and through the Federal Farm Mortgage 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 THE 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, Minnesota, 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 ($E\frac{1}{2}$) of Section Ten (10) except 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 ($W\frac{1}{2}$) of Section Twelve (12); Section 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 ($NE\frac{1}{4}$) thereof; Section Fourteen (14) except the West 2 rods thereof; all in Township One hundred Fourteen (14) North, Range Nineteen (19) West.

The Southwest Quarter ($SW\frac{1}{4}$) of Section Twenty-five (25); the Southwest Quarter ($SW\frac{1}{4}$) of Section Twenty-seven (27); the South Half ($S\frac{1}{2}$) of Section Twenty-eight (28); Section Thirty-three (33); the Northwest Quarter ($NW\frac{1}{4}$) of Section Thirty-four (34); the North Half of the North Half of the Southwest Quarter ($N\frac{1}{2}N\frac{1}{2}SW\frac{1}{4}$) of Section Thirty-four (34); also the spur track and right-of-way therefor over that part of the Southeast Quarter ($SE\frac{1}{4}$) of Section Twenty-five (25) lying west of the Chicago and Great 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 Township One hundred fifteen (115) North, Range Nineteen (19) West.

All that part of the Southeast Quarter ($SE\frac{1}{4}$) of Section Twenty-nine (29), Township One hundred fifteen (115) North, Range Nineteen (19) West, which is included within the lines hereinafter described, lying East of the present right-of-way of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company

The northerly boundary line of said tract is described as follows:

START at a point in the east line of said Section Twenty-nine (29) distant 1270 feet north of the southeast corner thereof; thence westerly on a straight line making 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 northwesterly 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 westerly on a straight line making an angle of 89 degrees 44 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 interest 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 $\frac{1}{4}$) 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 Westerly 1958.24 feet on a straight line, making an angle of 90 degrees 16 minutes in the Northwest quadrant with said East 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 improvements and betterments on said lands, including, but not limited to, buildings and structures and customary building installations and railway trackage.

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

1. 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 specifically 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 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 successors 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 continuous 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 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 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 than in the event GRANTOR fails to exercise 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 hereinabove provided shall as of that date terminate and be extinguished.

IN THE EVENT THE GRANTEE, 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 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 FIRST 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 \$471,790.00; 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 Assets Administration, or its successor in function.

THE GRANTEE, 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 August 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 HOWEVER, 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 rental 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:

UNITED STATES OF AMERICA
By Federal Farm Mortgage Corporation

W. R. Fankhanel

By _____
Leonard W. Nordman Vice President

Mary H. Tybering

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

I, Harriet 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 Leonard W. Nordman, to me personally known, and known to me to be Vice President 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 said Vice President acknowledged the execution of said deed to be his free 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 WITNESS WHEREOF, I hereunto set my hand and seal of Saint Paul, in the County and State aforesaid, on the date last above written.

(Notarial Seal) _____

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QUITCLAIM DEED

WHEREAS, the property hereinafter described was surplus to the needs of the United States of America 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. 408); 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

WHEREAS, 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 designated has evinced its desire to purchase such property with full knowledge of and notwithstanding the foregoing;

NOW, THEREFORE, This Indenture, made this 17th day of March, 1948, between the UNITED STATES OF AMERICA, acting by and through WAR 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 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, Minnesota, 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:

West one-half ($W\frac{1}{2}$) of Section One (1); All of Section Two (2); the North half ($N\frac{1}{2}$) and the southeast Quarter ($SE\frac{1}{4}$) of Section Three (3); all in Township One hundred fourteen (14) North, Range Nineteen (19) West of the 5th Principal Meridian.

West one-half ($W\frac{1}{2}$) of Section Thirty-Six (36); All of Section Thirty-five (35); the East one-half ($E\frac{1}{2}$) and the South one-half of the Southwest Quarter ($S\frac{1}{2} SW\frac{1}{4}$) and the South one-half of the North one-half of the Southwest Quarter ($S\frac{1}{2} N\frac{1}{2} SW\frac{1}{2}$) of Section Thirty-four (34); the South one-half ($S\frac{1}{2}$) of Section Twenty-six (26); and the South East Quarter ($SE\frac{1}{4}$) of Section Twenty-seven (27); all in Township 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 America as a part of that installation known as the Gopher Ordnance Works, 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 buildings 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 Concentration Unit; 303, SAC Sulphuric Acid Concentration Unit; 612A, Acid Utilization Plant; 226A, Hydraulic Refrigeration Unit; 227A, Warehouse, 227B, Warehouse and 227C, 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 right-of-way 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 all 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 Assets 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 successors 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 continuous 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 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 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 GRANTEE, 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 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 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 War 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 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 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 Federal aid; PROVIDED, HOWEVER, 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 knowledge 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.

UNITED STATES OF AMERICA
Acting by and through
WAR ASSETS ADMINISTRATION

By /s/ Joseph A. Burke
Joseph A. Burke
Deputy Regional Director
for Real Property Disposal
War Assets Administration
Chicago, Illinois

IN THE PRESENCE OF:

REGENTS OF THE UNIVERSITY OF MINNESOTA

By /s/ J. L. Morrill President

IN THE PRESENCE OF:

ATTEST:

/s/ W. T. Middlebrook
Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a Notary Public in and 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 Director, 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 hereunto set my hand at Chicago, Illinois, 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. O'Hearn, a Notary Public in and for the State and County aforesaid, do certify that on this 18 day of March, 1948, before me appeared J. L. 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 Secretary of the Board of Regents of the University of Minnesota, who being by me duly sworn did say that they were such President and Secretary 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 Minnesota, 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 Board 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 WHEREOF, I hereunto set my hand at Minneapolis, Minnesota, in the County and State aforesaid, on the date last above written.

/s/ T. L. O'Hearn
Notary Public, Hennepin County, Minn.

My Commission Expires:

T. L. O'HEARN

Notary Public, Hennepin County, Minn.

My Commission Expires Feb. 10. 1954.

(NOTARIAL SEAL)

conformed
N. B. X. 5/11/51

QUITCLAIM DEED

WHEREAS, the property hereinafter described was surplus to the needs of the United States of America pursuant to the provisions of the Surplus Property Act of 1944 (58 Stat. 764) as amended, and WAA Regulation No. 1, as amended (11 Fed. Reg. 408); and Whereas the War 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 (58 Stat. 764) as amended, as Grantor did, on the 17th day of March, 1948, deed the following described land, together with other lands, to the Regents of the University of Minnesota, a public educational corporation, which deed was filed for record in the office of the Register of Deeds, for Dakota County, Minnesota on the 19th day of March, 1948, at 11 o'clock a.m. in Book 224 of Deeds, Pages 598-600.

WHEREAS, the United States of America has requested that an area of land together with certain buildings, structures, and equipment thereon located, containing and surrounding the central steam plant be reconveyed by the Regents of the University of Minnesota back to the United States of America for facilitating use by it, pursuant to the Federal Property and Administrative Services Act of 1949, as amended P.L. 152, 81st Congress and P.L. 754, 81st Congress.

NOW THEREFORE, This Indenture, made this 27th day of June, 1951, between the REGENTS OF THE UNIVERSITY OF MINNESOTA, a Minnesota Educational Corporation, created by the Territorial Government of Minnesota, and perpetuated by the Constitution of the State of Minnesota, with post office address in Minneapolis, Minnesota, Grantor, and the UNITED STATES OF AMERICA, Grantee,

WITNESSETH, THAT the 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:

Commencing at a point on the West line of Section Thirty-six (36), twenty three hundred six and sixty-seven one hundredths (2306.67) feet North of the Southwest corner of Section Thirty-six (36), Township One Hundred and Fifteen (115) North, Range Nineteen (19) West, Dakota County, Minnesota thence due East a distance

of one hundred twenty (120) feet to a point which is the starting point of the property to be conveyed; thence Northerly parallel to the West line of said Section Thirty-six (36) a distance of twelve hundred (1200) feet; thence due East a distance of nine hundred sixty-three and twenty-four one hundredths (963.24) feet; thence due South a distance of twelve hundred (1200) feet to a point lying nine hundred seventy-four and twenty-five one hundredths (974.25) feet Easterly from the starting point; thence Westerly along said line nine hundred seventy-four and twenty-five one hundredths (974.25) feet to the starting point; and comprising in all approximately twenty-six and seventy one-hundredths (26.70) acres in said Section Thirty-six (36); otherwise identified as that parcel of land bounded on the North by coordinate S-5200, on the East by coordinate E-19600, on the South by coordinate S-6400 and West by a line parallel to the West line of said Section Thirty-six (36) which passes through coordinate E-18628.68 at coordinate S-6080.31, said coordinates being as shown on Plot Plan Sheet 1 of two sheets of the Gopher Ordnance Works, dated April 1, 1945, Project 8953, No. 1869.

Title to said land, consisting of approximately twenty-six and seventy one-hundredths (26.70) acres more or less, having been acquired from the United States of America as part of that installation formerly known as the Gopher Ordnance Works, 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 and equipment. The buildings, structures, and all equipment or personal property presently installed ^① or located therein are included in this deed. The buildings included are the steam plant described as Building "401-A", the Water Reservoir Building described as Building "402-A", the Transformer Stockade Building described as Building "405-A", the Ash Disposal Basin Building described as Building "410-A", the Water Pumping Equipment Building described as Building "412-A", the so-called South Water Tower adjacent to the above steam plant, salt dissolving pit described as "406-A" and the coal conveying equipment running from the steam plant to the coal storage area which is not a building but an open storage area for stockpiling coal.

There is specifically included 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 dismantling and removal of the above buildings, structures, and

① All such is listed in Personal Property

functional units or any part thereof, together with the right to the use and utilization of the surrounding land not conveyed by this deed for the dismantling and removal of the said functional units. Grantee shall also have the right to reactivate and operate said functional units or any part thereof, with the consent of the Grantor in view of the Grantor's use of the premises known as Rosemount Research Center. Grantee shall have the right to dismantle, sell and remove said functional units or any part thereof from the premises conveyed. Grantee shall have the right to utilize jointly with the Grantor all utilities now on said conveyed premises in connection with the maintaining, preserving, protecting, dismantling, selling or removing of said functional units or any part thereof from the premises conveyed, which right of joint use shall not inure to the Grantee's assignees or successors. Said easement rights shall be free of any and all cost or charge, other than the utility charges entailed, and other items included in the supplemental agreement dated June 27th, 1951, between the Grantor and the United States of America acting by and through the Administrator of General Services, and shall continue for so long as the said functional units, or any part thereof, may remain in place. The above rights of ingress and egress shall include the right to the United States of America, with the consent of the Grantor as to location, to install any and all pipe and wiring across, under or through any of the property not conveyed by this deed but which is a part of the Rosemount Research Center, formerly known as the Gopher Ordnance Works, as well as a right of ingress and egress at times agreeable to the Grantor and the Grantee for the purposes of maintaining any and all such pipe or wiring the United States of America may install. This right of ingress and egress shall include the use of railroad tracks and lines and highways outside of but serving the conveyed area.

The Grantor at times agreeable to the Grantee shall have the right of ingress to and egress from the conveyed area for the purpose of maintenance, repair, or replacement of equipment relating to water supply, fire protection, sewage disposal, and power and telephone supply now installed and in use in said conveyed area; provided, however that such equipment may be removed upon joint consent of the parties hereto.

There is hereby reserved the right of joint use, by the Grantor and the Grantee, of switches, transformers and other electrical gear, and water and sewage

pumping equipment now in the Steam Plant Building or area now in use and necessary to the electrical, water, and sewer distribution systems of the entire area formerly known as Gopher Ordnance Works, provided, however, that the requirements of the Grantor shall take precedence over the requirements of the Grantee under said joint use.

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

- (1) Easements to the Northern States Power Company for electrical transmission and distribution lines.
- (2) Easements for the public roads and highways and public utilities.
- (3) Easement to the present location of any sewer, water or other public utilities now located on said premises granted in this deed.
- (4) Any other easements in open and notorious use by the owner thereof, not specifically mentioned herein.

TO HAVE AND TO HOLD all and singular said premises together with the appurtenances, unto the said Grantee and its successors and assigns forever.

In consideration hereof it is mutually agreed that the fair value of the property conveyed is determined to be \$1,823,500.00 as of March 17, 1948; which is a part of the consideration for this deed; that a credit of this amount is to be allowed the Regents of the University of Minnesota, the Grantor herein, against the full value, as of March 17, 1948, of \$3,936,213.00, which would indicate that the total fair value of the remainder of the installation, as of March 17, 1948, would be reduced to \$2,112,713.00 as the basis for all future business, pursuant to the original deed of March 17, 1948.

IN WITNESS WHEREOF, the Grantor has caused 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 first above written.

In the presence of:

/s/ Lillian E. Hefta

/s/ N. Gertrude Koll

In the presence of:

S/ Arthur H. Benstrom

S/ Frank H. Palmer

REGENTS OF THE UNIVERSITY OF MINNESOTA

By /s/ J. L. Morrill

President

By /s/ W. T. Middlebrook

Secretary

UNITED STATES OF AMERICA, acting by and through the Federal Security Agency

By S/ Dr. Arthur B. Price

DR. ARTHUR B. PRICE, REGIONAL DIRECTOR
FEDERAL SECURITY AGENCY
REGION V, CHICAGO, ILLINOIS

STATE OF MINNESOTA }
COUNTY OF HENNEPIN } ss

I, Evelyn G. Nelson a Notary Public in and for the State and County aforesaid, do certify that on this 28 day of June, 1951 before me appeared J. L. Morrill and W. T. Middlebrook as President and as Secretary of the Regents of the University of Minnesota, respectively, to me personally known, and known to me to be such President and Secretary of the Regents of the University of Minnesota, who being by me duly sworn did say that they were such President and Secretary of the Regents of the University of Minnesota, and that they signed the attested said deed in pursuance of proper authority, that said deed was signed and attested by them, as such as President and as Secretary of the Regents of the University of Minnesota, respectively, on behalf of the Regents of the University of Minnesota; and that said J. L. Morrill and W. T. Middlebrook acknowledge the execution and attestation of said deed to be their free act and deed as such as President and as Secretary of the Regents of the University of Minnesota and the free act and deed of the said Regents of the University of Minnesota and the seal affixed thereto to be the corporate seal of said University of Minnesota.

IN WITNESS WHEREOF, I hereunto set my hand at Minneapolis, Minnesota, in the County and State aforesaid, on the date last above written.

/s/ Evelyn G. Nelson
Notary Public, Hennepin County,
Minnesota

My Commission Expires: July 6, 1951

STATE OF ILLINOIS }
COUNTY OF COOK } ss

I, Leah Mazad a Notary Public in and for said State and County aforesaid, do certify that on this 27th day of June, 1951, before me appeared Dr. Arthur B. Price, Regional Director, Federal Security Agency, Region V, Chicago, Illinois, to me personally known, and known to me to be such Regional Director, Region V of the Federal Security Agency, who being by me duly sworn did say that he was such 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 Regional Director, Region V, Federal Security Agency, on behalf of the United States of America; and that said Dr. Arthur B. Price acknowledged, the execution of said deed to be his free act and deed as such Regional Director, the free act and deed of the United States of America by the Federal Security Agency, and the free act and deed of the Federal Security Agency, acting for the United States of America, and that said Agency has no official seal.

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

s/ Leah Mazad
Notary Public

My Commission Expires 5/25/54

RELEASE AND MODIFICATION OF DEED *- Rosemount*

THIS INSTRUMENT, made this 29th day of July, 1957, 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 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, Minnesota, GRANTEE,

WITNESSETH:

WHEREAS, by Quitclaim Deed dated August 1, 1947, and recorded in the Office of the Register of Deeds, Dakota County, Hastings, Minnesota, in Book 224, of Deeds, at page 499, the UNITED STATES, acting by and through the Federal Farm Mortgage Corporation, under and pursuant to the powers and authority contained in the provisions of the Surplus Property Act of 1944, (58 Stat. 765), and regulations and orders issued thereunder, did convey unto the GRANTEE certain real property situate in Dakota County, Minnesota, therein more particularly described; and

WHEREAS, by Quitclaim Deed dated March 17, 1948, and recorded in the Office of the Register of Deeds, Dakota County, Hastings, Minnesota, in Book 224, of Deeds, at page 598, the UNITED 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 GRANTEE certain other real property situate in Dakota County, Minnesota, and therein more particularly described; and

WHEREAS, said conveyances were made for and in consideration of the assumption 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

SM 10,180 - 6/17/57

as "first", "second" and "third", hereinafter set forth; and

WHEREAS, the GRANTEE desires to obtain title free and clear of said conditions subsequent designated "first", "second" and "third" and the rights of re-entry for breach of such 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 Services Act of 1949, as amended, vests in the Secretary of Health, Education, and Welfare, through such officers and employees as he may designate, the right, subject to the disapproval of the Administrator of General Services within thirty (30) days after notice to him of the action to be taken, to grant releases from the terms and conditions contained in any instrument by which Surplus Property was transferred for educational purposes, pursuant to the provisions of the Act, if he determines that the property so transferred no longer serves the purpose for which it was transferred, or that such release will not prevent the accomplishment of the purpose for which such property was transferred: Provided, that any such release may be made subject to such terms and conditions as he shall deem necessary to protect or advance the interests of the United States; and

WHEREAS, it has been found by the Secretary of Health, Education, and Welfare that the GRANTEE'S release from said conditions subsequent designated "first", "second", and "third", hereinafter set forth, as to said real property hereinafter more particularly described, but not as to any other property, upon and subject to the terms and conditions hereinafter set forth, will not prevent the accomplishment of the purpose for which the said property was transferred; and

WHEREAS, statutory notice of the proposed transaction has been given to the Administrator of General Services, and he has not disapproved of the proposed transaction;

NOW, THEREFORE, for and in consideration of the foregoing and the

payment of the sum of seventy-three thousand, six hundred and sixty-four dollars (\$73,664.00) payable as set forth in a certain note of even date herewith, the said GRANTOR has released, and by these presents does release the GRANTEE, its successors and assigns from the following conditions subsequent and rights of re-entry as set forth in the aforementioned Quitclaim Deeds dated August 1, 1947, and March 17, 1948, to wit:

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 successors 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 continuous 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 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 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.

but only as respects the following described real property comprising portions

of the property conveyed by the aforementioned Quitclaim Deeds, to wit:

The Southwest Quarter (SW $\frac{1}{4}$) of Section Twenty-five (25) and the spur track and the right-of-way therefor over that part of the Southeast Quarter (SE $\frac{1}{4}$) of Section Twenty-five (25) lying west of the Chicago and Great Western Railroad right-of-way as reserved by the Grantor in a deed dated March 25, 1947 to Thomas W. Strathem and Tillie Strathem; that part of the Southwest Quarter (SW $\frac{1}{4}$) of Section Twenty-seven (27) lying north of the south right-of-way line of the railroad thereon as it now lies; that part of the South half (S $\frac{1}{2}$) of Section Twenty-eight (28) lying north of the south right-of-way line of the railroad thereon as it now lies excepting approximately 23.11 acres in the northwest corner of the southwest quarter (SW $\frac{1}{4}$) of Section Twenty-eight (28) occupied by 25 staff residences; all that part of the Southeast quarter (SE $\frac{1}{4}$) of Section Twenty-nine (29) comprising the right-of-way for the Chicago Milwaukee St. Paul and Pacific Railway spur as described in Federal Farm Mortgage Corporation Deed of August 1, 1947; all in Township One hundred fifteen (115) North Range 19 West in Dakota County, Minnesota.

The East one-half (E $\frac{1}{2}$) Section Ten (10); all of Section Eleven (11); the West one-half (W $\frac{1}{2}$) of Section Twelve (12); all of Section Thirteen (13) and all of Section Fourteen (14) all in Township One Hundred Fourteen North (114N) Range Nineteen West (19W) in Dakota County, Minnesota as described in Federal Farm Mortgage Corporation Deed of August 1, 1947.

All the aforesaid lands comprising approximately Twenty Nine Hundred Seventy-six acres (2976) were conveyed to the Regents of the University of Minnesota by Federal Farm Mortgage Corporation Deed of August 1, 1947, No. 193572 Recorded in Book 224 of Deeds, p. 499, of the Register of Deeds for Dakota County, Minnesota.

The Southeast Quarter (SE $\frac{1}{4}$) of Section Twenty Six (26) in Township One Hundred Fifteen (115) North Range Nineteen (19) West in Dakota County, Minnesota. The West One-half (W $\frac{1}{2}$) of Section One (1); the East One-half (E $\frac{1}{2}$) and the Southwest Quarter (SW $\frac{1}{4}$) of Section Two (2); the Southeast Quarter (SE $\frac{1}{4}$) of Section Three (3); all in Township One Hundred Fourteen (114) North, Range Nineteen (19) West in Dakota County, Minnesota comprising approximately Eleven hundred twenty acres conveyed to the Regents of the University of Minnesota by the United States of America acting by and through the War Assets Administration by deed of March 17, 1948 recorded in Book 224 of Deeds, p. 598, of the Register of Deeds for Dakota County, Minnesota.

PROVIDED, that all other conditions, reservations, restrictions and covenants, set out in both of the aforesaid Quitclaim Deeds dated August 1, 1947, and March 17, 1948, shall remain in full force and effect as to the property therein described, with the exception of the approximately twenty-six and seventy one - hundredths (26.70) acres, more or less, together with