

DECLARATION OF RESTRICTIONS AND COVENANTS

THIS DECLARATION is made this ²⁰¹⁰ 3rd day of ~~January, 1999~~, by the Regents of  the University of Minnesota (hereinafter "University of Minnesota" or "University").

WITNESSETH:

WHEREAS, University of Minnesota is the fee owner of certain real property located in Section 35, Township 115N, Range 19W, Dakota County, Minnesota, as described herein (the "Property"); and

WHEREAS, a portion of the Property was the site of release(s) of certain hazardous substances as defined by Minnesota Statutes Section 115B.02 and was listed on the State Permanent List of Priorities pursuant to Minnesota Statutes Section 115B.17, Subd. 13 and Minnesota Rules 7044.0450; and

WHEREAS, response actions have been taken at the Property pursuant to a Response Action Agreement dated May 30, 1985 between the Minnesota Pollution Control Agency ("MPCA") and the University of Minnesota; and

WHEREAS, the MPCA and University of Minnesota desire to de-list the Property from the State Permanent List of Priorities; and

WHEREAS, to assure the continued effectiveness of response actions and as a condition to de-listing the Property, the MPCA has requested that University of Minnesota place

certain restrictions on the use of portions of the Property; and

WHEREAS, University of Minnesota is willing to place such restrictions on said portions of the property;

NOW, THEREFORE, the University of Minnesota makes the following declarations as to limitations, restrictions and uses to which the Property may be put, and specifies that such declarations shall constitute covenants to run with the Property as provided by law and shall be binding on all parties who now or hereafter have or hold any right, title or interest in or to the property and all persons claiming under them:

1. Property.

As used herein, "Property" shall be the real property owned by University of Minnesota located in Section 35, Township 115N, Range 19W, Dakota County, Minnesota, shown on Exhibit A, B, C, D, and E hereto and legally described as follows: (hereinafter "Parcels A, B, C, D, and E" or "the Parcels")

a) Restricted Access Area (Parcel A)

That part of the Southeast Quarter of the Northwest Quarter of Section 35, Township 115, Range 19, Dakota County, Minnesota, described as follows:

Commencing at the Southeast corner of said Southeast Quarter of Northwest Quarter; thence North 00 degrees 23 minutes 47 seconds East, assumed bearing along the east line of said Southeast Quarter of the Northwest Quarter, a distance of 567.51 feet; thence South 88 degrees 56 minutes 43 seconds West a distance of 52.00 feet to the actual point of beginning of the land to be described; thence continue South 88 degrees 56 minutes 43 seconds West a distance of 136.00 feet; thence North 04 degrees 17 minutes 43 seconds West a distance of 157.00 feet; thence South 89 degrees 49 minutes 58 seconds East a distance of 141.00 feet; thence South 02 degrees 30 minutes 39 seconds East a distance of 153.79 feet to the point of beginning, consisting of 0.4922 acres (hereinafter "Parcel A").

b) Nonrestricted Access Area (Parcel B)

That part of the Southeast Quarter of the Northwest Quarter and the Southwest Quarter of the Northeast Quarter, Section 35, Township 115, Range 19, Dakota County, Minnesota, described as follows:

Commencing at the Southeast corner of said Southeast Quarter of the Northwest Quarter; thence North 00 degrees 23 minutes 47 seconds East, assumed bearing along the east line of said Southeast Quarter of the Northwest Quarter, a distance of 554.55 feet to the actual point of beginning of the land to be described; thence South 89 degrees 36 minutes 13 seconds East a distance of 9.58 feet; thence North 00 degrees 23 minutes 47 seconds East a distance of 7.50 feet; thence South 89 degrees 36 minutes 13 seconds East a distance of 205.00 feet; thence North 00 degrees 23 minutes 47 seconds East a distance of 325.00 feet; thence South 89 degrees 36 minutes 13 seconds East a distance of 8.68 feet; thence North 63 degrees 49 minutes 53 second East a distance of 32.22 feet; thence North 00 degrees 23 minutes 47 seconds East a distance of 35.59 feet; thence South 89 degrees 36 minutes 13 seconds East a distance of 25.00 feet; thence North 00 degrees 23 minutes 47 seconds East a distance of 60.00 feet; thence North 89 degrees 36 minutes 13 seconds West a distance of 100.00 feet; thence North 00 degrees 23 minutes 47 seconds East a distance of 50.00 feet; thence North 89 degrees 36 minutes 13 seconds West a distance of 210.00 feet; thence South 00 degrees 23 minutes 47 seconds West a distance of 36.50 feet; thence North 89 degrees 36 minutes 13 seconds West a distance of 150.00 feet; thence South 00 degrees 23 minutes 47 seconds West a distance of 166.80 feet; thence South 16 degrees 20 minutes 30 seconds West a distance of 91.00 feet; thence South 00 degrees 23 minutes 47 seconds West a distance of 193.20 feet; thence South 89 degrees 36 minutes 13 seconds East a distance of 132.50 feet; thence South 00 degrees 23 minutes 47 seconds West a distance of 35.00 feet; thence South 89 degrees 36 minutes 13 seconds East a distance of 40.00 feet; thence North 00 degrees 23 minutes 47 seconds East a distance of 35.00 feet; thence South 89 degrees 36 minutes 13 seconds East a distance of 20.00 feet; thence South 00 degrees 23 minutes 47 seconds West a distance of 7.50 feet; thence South 89 degrees 36 minutes 13 seconds East a distance of 15.42 feet to the point of beginning. Excluding the restricted access area in a) above. Consisting of 4.0582 acres (hereinafter "Parcel B"). (Parcels A and B total 4.5504 acres.)

c) Nonrestricted Access Area (Parcel C)

That part of the Northeast Quarter of the Northeast Quarter of Section 35, Township 115, Range 19, Dakota County, Minnesota, described as follows:

Commencing at the Southeast corner of said Northeast Quarter of the Northeast Quarter; thence South 89 degrees 56 minutes 07 seconds West, assumed bearing along the south line of said Northeast Quarter of the Northeast Quarter, a distance of 568.55 feet; thence North 00 degrees 03 minutes 53 seconds West a distance of 45.00 feet to the actual point of beginning of the land to be described; thence continue North 00 degrees 03 minutes 53 seconds West a distance of 226.30 feet; thence North 18 degrees 31 minutes 08 seconds East a distance of 82.94 feet; thence North 00 degrees 03 minutes 53 seconds West a distance of 18.42 feet; thence North 89 degrees 56 minutes 07 seconds East a distance of 100.000 feet; thence North 00 degrees 03 minutes 53 seconds West a distance of 50.00 feet; thence South 89 degrees 56 minutes 07 seconds West a distance of 220.00 feet; thence South 00 degrees 03 minutes 53 seconds East a distance of 70.85 feet; thence South 89 degrees 59 minutes 05 seconds East a distance of 42.64 feet; thence South 00 degrees 02 minutes 46 seconds West a distance of 120.25 feet; thence North 89 degrees 59 minutes 05 seconds West a distance of 128.84 feet; thence South 00 degrees 03 minutes 53 seconds East a distance of 32.36 feet; thence South 89 degrees 56 minutes 07 seconds West a distance of 110.00 feet; thence South 00 degrees 03 minutes 53 seconds East a distance of 60.00 feet; thence South 89 degrees 56 minutes 07 seconds West a distance of 60.00 feet; thence South 00 degrees 03 minutes 53 seconds East a distance of 70.00 feet; thence North 89 degrees 56 minutes 07 seconds East a distance of 170.00 feet; thence South 00 degrees 03 minutes 53 seconds East a distance of 20.00 feet; thence North 89 degrees 56 minutes 07 seconds East a distance of 180.00 feet to the point of beginning, consisting of 1.6511 acres (hereinafter "Parcel C").

d) Nonrestricted Access Area (Parcel D)

That part of the Southwest Quarter of Section 35, Township 115, Range 19, Dakota County, Minnesota, described as follows:

Commencing at the Southwest corner of said Southwest Quarter of the Southwest Quarter; thence North 00 degrees 19 minutes 47 seconds East, assumed bearing along the west line of said Southwest Quarter of the Southwest Quarter a distance of 632.00 feet to the actual point of beginning of the land to be described; thence South 89 degrees 40 minutes 13 seconds East a distance of 126.50 feet; thence North 00 degrees 19 minutes 47 seconds East a distance of 72.00 feet; thence North 89 degrees 40 minutes 13 seconds West a distance of 126.50 feet to the west line of said Southwest Quarter to the Southwest Quarter; thence South 00 degrees 19 minutes 47 seconds West along said west line a distance of 72.00 feet to the point of beginning, consisting of 0.2091 acres (hereinafter "Parcel D").

e) Nonrestricted Access Area (Parcel E)

That part of the Southeast Quarter of the Northwest Quarter and the Southwest Quarter of the Northeast Quarter, Section 35, Township 115, Range 19, Dakota County, Minnesota, described as follows:

Commencing at the Southeast corner of said Southeast Quarter of the Northwest Quarter: thence North 00 degrees 23 minutes 47 seconds East, assumed bearing along the east line of said Southeast Quarter of the Northwest Quarter, a distance of 210.00 feet to the actual point of beginning of the land described; thence South 89 degrees 36 minutes 13 seconds East a distance of 40.00 feet; thence North 00 degrees 23 minutes 47 seconds East a distance of 260.00 feet; thence North 69 degrees 36 minutes 13 seconds West a distance of 40.00 feet to the east line of said South east Quarter of the Northwest Quarter; thence continuing North 89 degrees 36 minutes 13 seconds West a distance of 428.00 feet; thence South 00 degrees 23 minutes 47 seconds West a distance of 40.00 feet; thence North 89 degrees 36 minutes 13 seconds West a distance of 32.00 feet; thence South 00 degrees 23 minutes 47 seconds West a distance of 220.00 feet; thence South 00 degrees 23 minutes 13 seconds East a distance of 460.00 feet to the point of beginning, consisting of 2.96 acres.

2. Use Restrictions

Subject to the terms and conditions of this Declaration and the reservation and covenants contained herein, the University of Minnesota hereby declares and imposes the following restrictions ("Restrictions") on the Parcels depicted and identified on the General Site

Plans attached hereto as Exhibits A, B, C, D, and E and made a part of by reference, as follows:

a) Nonrestricted Access Areas: Parcels B and C

Parcels B and C, where cleaned soils contain up to 10 ppm polychlorinated biphenyls (PCB's) by weight have the following use restrictions:

(i) A soil cap of a minimum of 10 inches shall be maintained in all outdoor exposure areas with soil containing less than 1 ppm PCB's.

(ii) Use of Parcels B and C shall be limited to commercial and industrial use. The following uses of Parcels B and C are not allowed: day care centers; any form of primary or secondary educational facility; churches; social centers; hospitals; elder care facilities; nursing homes; recreational; and single family or multiple family dwellings.

(iii) Soil testing in area of Parcels B and C indicates that soils meet the MPCA soil cleanup standards for the commercial and industrial uses allowed under this Declaration. However, this soil is not acceptable as clean fill off-site. Therefore, soil excavated from Parcels B and C shall not be removed from Parcels B and C unless such removal is in accordance with a Contingency Plan to be approved by the MPCA Commissioner at the same time such removal and disposal is proposed.

b) Nonrestricted Access Area: Parcel D

Parcel D, where a waste disposal/burn pit for disposal and burning of liquid laboratory wastes resulted in infiltration of volatile organic compounds (VOCs) into groundwater, was remediated and contains landfilled waste. Parcel D shall have the following use restriction:

i) A soil cap shall be maintained in all outdoor exposure areas to minimize direct contact and reduce infiltration.

c) Nonrestricted Access Area: Parcel E

Parcel E, where soil and concrete contain up to 3.5 ppm PCB's by weight has the following use restrictions:

i) Use of Parcel E shall be limited to commercial and industrial use. The following uses of Parcel E are not allowed: day care centers; any form of primary or secondary educational facility; churches; social centers; hospitals; elder care facilities; nursing homes; recreational; and single family or multiple family dwellings.

ii) Soil testing in the area of Parcel E indicates that soils meet the MPCA soil cleanup standards for the commercial and industrial uses allowed under this Declaration. However, this soil is not acceptable as clean fill off-site. Therefore, soil excavated from Parcel E shall not be removed from Parcel E unless such removal is in accordance with a Contingency Plan to be approved by the MPCA Commissioner at the same time such removal and disposal is proposed.

d) Restricted Access Area: Parcel A

Parcel A, where soils, concrete, and debris contain up to 25 ppm PCB's by weight, have the following use restrictions:

i) Restricted access is required for Parcel A, by using at a minimum a six foot chain link fence, which is the method existing on the date of execution of this Declaration. Other methods of restriction may be used provided that such methods allow only authorized personnel to gain access.

ii) A 10 inch soil cap shall be maintained to prevent wind and water erosion from the site. The cap also may be replaced with some other form of impervious cap (such as an asphalt cap) so as to provide erosion protection.

e) Disturbance or alteration of any nature shall not occur on, above, or beneath Parcels A and D without the prior written approval of the Commissioner of the MPCA or his/her successor (the "Commissioner"). The Commissioner's approval may include conditions which the Commissioner deems reasonable and necessary to protect public health or the environment, and shall not be unreasonably withheld. Any disturbances or alteration of Parcels B, C, or E shall be consistent with commercial or industrial uses to which those parcels are restricted. If any disturbances or alterations of parcels B, C, or E results in discovery of any contamination that exceeds 10 ppm PCBs, the owner shall immediately notify the Commissioner and shall follow the procedures set forth in section 7(d) of this Declaration.

Within 60 days after receipt of a written request for approval to engage in any activities subject to the Use Restrictions, the Commissioner shall respond, in writing, by approving such request, disapproving such request, or requiring that additional information be provided. A lack of response by the Commissioner shall not be considered as approval by default or as conveying ability to proceed with the proposed activity. The Commissioner shall not unreasonably withhold approval of the written request.

3. Covenants

The Restrictions set forth in Section 2 and the covenants herein shall run with the land and be binding upon the University and its successors and assigns and on all parties who now and hereafter have or hold any right, title of interest in or to the Property. The University of Minnesota hereby covenants that the Property shall not be held, occupied, altered or used in violation of the Restrictions set forth in Section 2 of this Declaration.

4. Reservations

Nothing contained in this Declaration shall in any way prohibit, restrict, or limit the University of Minnesota, its successors or assigns, from fully conveying, transferring, occupying or using the Property for purposes consistent with the Restrictions.

5. Duration Amendment

This Declaration and the covenants, grants, and Restrictions herein shall continue until terminated, modified, released and/or amended with the written consent of the Commissioner or his/her successors, such consent not to be unreasonably withheld. Notwithstanding the foregoing, this Declaration and the covenants, grants, and Restrictions set forth herein may be terminated by the Commissioner, modified, released and/or amended upon the occurrence and satisfaction of the following conditions:

a) Soil, ground water and surface water sampling is conducted on Parcels A, B, C, D and/or E with prior written notice to and in accordance with a plan approved by the MPCA, such approval not to be unreasonably withheld; and

b) Based on such samples the Commissioner determines that the soil, ground water and surface water located within Parcels A, B, C, D and/or E no longer pose an unacceptable risk to public health and the environment that disturbance of such soil and/or groundwater and/or surface waters will not hinder the biodegradation of any remaining contamination; or

c) If the Commissioner finds that the conditions set forth in Section 2 of this Declaration are inadequate to achieve or maintain an acceptable risk as set forth in the Record of Decision, June 11, 1990, Explanation of Significant Difference, August 1991, and second Explanation of Significant Difference, October 1, 1993.

In the event of a termination, modification, release and/or amendment of this Declaration, the Commissioner, within 60 days after receipt of written request from the then-current owner of Parcels A, B, C, D and/or E, shall execute an instrument in recordable form, terminating, releasing, modifying and/or amending this Declaration.

6. Grant and Covenants to Commissioner: Right of Entry

Subject to the terms and conditions of this Declaration, the University of Minnesota grants and conveys to the MPCA, its agents, contractors and subcontractors and its successors such rights and interest in the Property necessary and convenient to enforce the Restrictions set forth in section 2 of this Declaration, including the right, upon reasonable advance notice to the then-current owner and at reasonable times and upon displaying proper credentials to enter from time to time upon the Property to verify compliance with the Restrictions. The MPCA will be liable for injury or loss of property or personal injury or death caused by an act of omission of any employee of the MPCA in the performance of such inspection activities under circumstances where the MPCA, if a private person, would be liable to the claimant, in accordance with and subject to the limitations provided in the State Tort Claims Act, Minnesota Statutes Section 3.736.

7. Emergency Procedures

The University of Minnesota covenants that the procedures set forth shall be followed when an emergency requires immediate excavation of contaminated soil on Parcels A and D to repair utility lines or other infrastructure, or to respond to other types of emergencies (e.g., fires, floods) that may result in an unacceptable risk of harm from exposure:

(a) notify the Commissioner within 24 hours of obtaining knowledge of such emergency conditions by contacting the State Duty Officer.

(b) limit disturbance of contaminated media to the minimum reasonably necessary to adequately respond to the emergency;

(c) undertake precautions to minimize exposure to workers and neighbors of the site to contaminated media (e.g., provide appropriate types of protective clothing for workers conducting the excavation, and establish procedures for minimizing the liberation of contaminated dust); and

(d) prepare and implement a plan to restore the site to a level of acceptable risk. Submit to the Commissioner a copy of such a plan for review and approval prior to implementation of a plan. Submit a follow-up report after the plan is implemented so that the Commissioner can determine whether a level of acceptable risk has been restored.

8. Disclosures


The restrictions set forth in Section 2 of this Declaration shall be incorporated in full or by reference into all instruments conveying an interest in and/or a right to use or occupy the property (e.g., easements, mortgages, leases).

9. Reporting

Any changes in address of the parties shall be promptly conveyed to the other party. If the Property is transferred, sold or conveyed to another person, the University shall inform the MPCA in writing of the name and address of the new owner.

In Witness Whereof, this instrument has been executed on the day and year first above written.

Regents of the University of Minnesota

By 
Terrence L. O'Connor

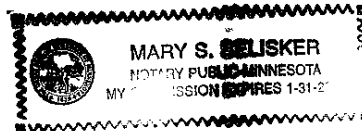
Its Interim Treasurer

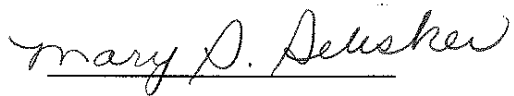
State of Minnesota)

)SS.

County of Hennepin

The foregoing instrument was acknowledged before me this 5th day of November 1999, by Terrence L., the Interim of the Regents of the University of Minnesota. O'Connor Treasurer




Notary Public

Accepted on behalf of

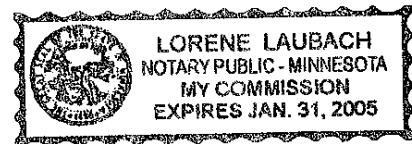
Minnesota Pollution Control Agency
Pursuant to Minn. Stat. § 115B.17,
Subd. 15

By *Karen A. Studders*
Karen A. Studders
Commissioner

State of Minnesota)
)SS.
County of Ramsey)

The foregoing instrument was acknowledged before me this 3rd day of January,
~~yx 1999~~ ²⁰⁰⁰, by Karen A. Studders, the Commissioner of Minnesota Pollution Control Agency, a
Minnesota body politic, on behalf of the State of Minnesota.

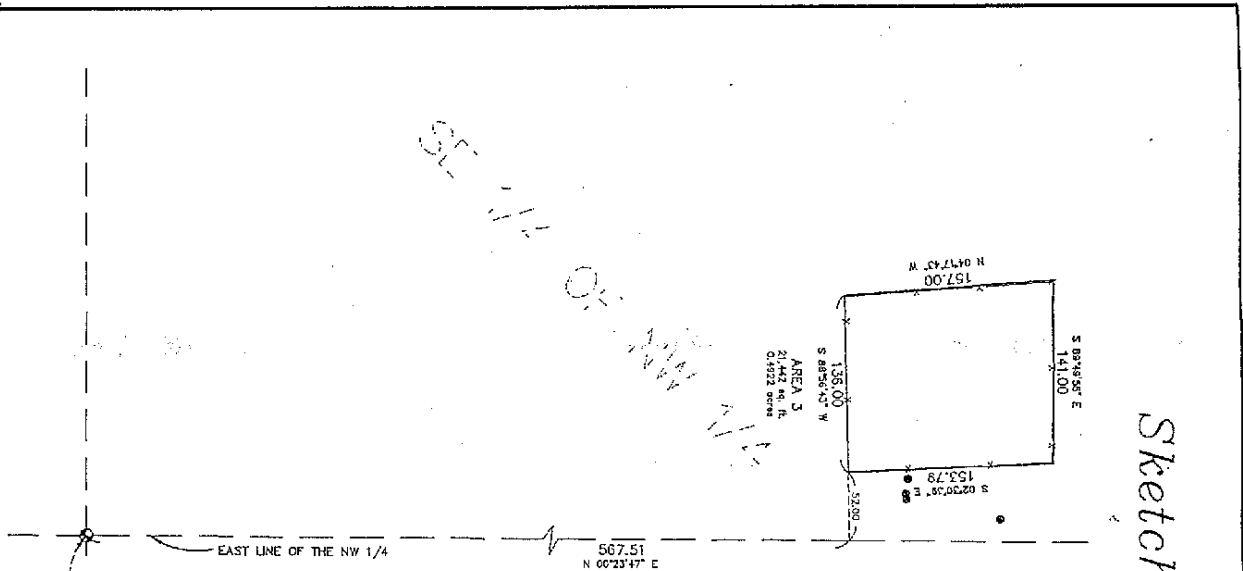
Lorene Laubach
Notary Public



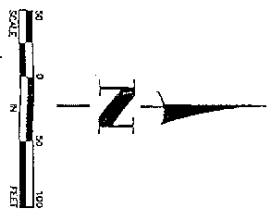
Sketch of Description

Exhibit A - Parcel A: GUE Deep Site (Restricted Access)

UNIVERSITY OF MINNESOTA
ROSEMOUNT EXPERIMENTAL STATION



PROPOSED PROPERTY DESCRIPTION - AREA 3
That part of the Southwest Quarter of the Northwest Quarter of Section 35, Township 110, Range 19, Dakota County, Minnesota, described as follows:
Commencing at the Southeast corner of said Southeast Quarter of Northwest Quarter, thence North 00 degrees 23 minutes 47 seconds East, bearing thereon along the east line of said Southeast Quarter, a distance of 137.00 feet to a point, thence South 89 degrees 56 minutes 43 seconds West a distance of 32.00 feet to the actual point of beginning of the land to be described; thence continuing South 28 degrees 52 minutes 43 seconds West a distance of 157.00 feet, thence South 29 degrees 49 minutes 58 seconds East a distance of 131.00 feet, thence South 02 degrees 30 minutes 30 seconds East a distance of 153.79 feet to the point of beginning.



EAST LINE OF THE NW 1/4
567.51
N 00°23'47\"/>

SE CORNER OF THE SE 1/4 OF THE NW 1/4
SECTION 35, TWP 11 S, RANGE 19,
DAKOTA COUNTY, MINNESOTA

SHFT 5 OF 5

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly registered Professional Engineer under the laws of the State of Minnesota.
 Charles R. Christensen 19420 8/18/95
 Date
 RECORDED 10/23/98 - RECORD AREA 12

**Hokanson
Anderson
Assoc., Inc.**
 10000 13th Avenue North
 Minneapolis, MN 55412
 612-552-3688 FAX 612-552-1188
 BOOK 218 PAGE 482-23
 309 1/2 1st Avenue
 Minneapolis, MN 55401
 2898888@comcast.net

DECLARATION OF RESTRICTIONS AND COVENANTS

THIS DECLARATION is made this ___ day of _____, 19___, by the Regents of the University of Minnesota

WITNESSETH:

WHEREAS, University of Minnesota is the fee owner of certain real property located in Dakota County, Minnesota, as described herein (the "Property"); and

WHEREAS, a portion of Trust's property was the site of release(s) of certain hazardous substances as defined by Minnesota Statutes Section 115B.02 and was listed on the State Permanent List of Priorities pursuant to Minnesota Statutes Section 115B.17, Subd. 13 and Minnesota Rules 7044.0300; and

WHEREAS, response actions have been taken at the property by which most of the contamination has been removed pursuant to a Response Action Agreement dated May 30, 1985 between the Minnesota Pollution Control Agency ("MPCA") and the University of Minnesota.

WHEREAS, the MPCA and University of Minnesota desire to de-list Trust's property from the State Permanent List of Priorities; and

WHEREAS, to assure the continued effectiveness of response actions and as a condition to de-listing University of Minnesota property the MPCA has requested that University of Minnesota place certain restrictions on the use of the property; and

WHEREAS, University of Minnesota is willing to place such restrictions on the property;

1. Property.

As used herein, "Property" shall be the real property owned by University of Minnesota located in Dakota County, Minnesota, shown on Exhibit A,B,and C hereto and legally described as follows:

a) Restricted Access Area (Exhibit A)

That part of the Southeast Quarter of the Northwest Quarter of Section 35, Township 115, Range 19, Dakota County, Minnesota, described as follows:

Commencing at the Southeast corner of said Southeast Quarter of Northwest Quarter; thence North 00 degrees 23 minutes 47 seconds East, assumed bearing along the east line of said Southeast Quarter of the Northwest Quarter, a distance of 567.51 feet; thence South 88 degrees 56 minutes 43 seconds West a distance of 52.00 feet to the actual point of beginning of the land to be described; thence continue South 88 degrees 56 minutes 43 seconds West a distance of 136.00 feet; thence North 04 degrees 17 minutes 43 seconds West a distance of 157.00 feet; thence South 89 degrees 49 minutes 58 seconds East a distance of 141.00 feet; thence South 02 degrees 30 minutes 39 seconds East a distance of 153.79 feet to the point of beginning.

b) Non-restricted Access Area (Exhibit B)

That part of the Southeast Quarter of the Northwest Quarter and the Southwest Quarter of the Northeast Quarter, Section 35, Township 115, Range 19, Dakota County, Minnesota, described as follows:

Commencing at the Southeast corner of said Southeast Quarter of the Northwest Quarter; thence North 00 degrees 23 minutes 47 seconds East, assumed bearing along the east line of said Southeast Quarter of the Northwest Quarter, a distance of 554.55 feet to the actual point of beginning of the land to be described; thence South 89 degrees 36 minutes 13 seconds East a distance of 9.58 feet; thence North 00 degrees 23 minutes 47 seconds East a distance of 7.50 feet; thence South 89 degrees 36 minutes 13 seconds East a distance of 205.00 feet; thence North 00 degrees 23 minutes 47 seconds East a distance of 325.00 feet; thence South 89 degrees 36 minutes 13 seconds East a distance of

8.68 feet; thence North 63 degrees 49 minutes 53 second East a distance of 32.22 feet; thence North 00 degrees 23 minutes 47 seconds East a distance of 35.59 feet; thence South 89 degrees 36 minutes 13 seconds East a distance of 25.00 feet; thence North 00 degrees 23 minutes 47 seconds East a distance of 60.00 feet; thence North 89 degrees 36 minutes 13 seconds West a distance of 100.00 feet; thence North 00 degrees 23 minutes 47 seconds East a distance of 50.00 feet; thence North 89 degrees 36 minutes 13 seconds West a distance of 210.00 feet; thence South 00 degrees 23 minutes 47 seconds West a distance of 36.50 feet; thence North 89 degrees 36 minutes 13 seconds West a distance of 150.00 feet; thence South 00 degrees 23 minutes 47 seconds West a distance of 166.80 feet; thence South 16 degrees 20 minutes 30 seconds West a distance of 91.00 feet; thence South 00 degrees 23 minutes 47 seconds West a distance of 193.20 feet; thence South 89 degrees 36 minutes 13 seconds East a distance of 132.50 feet; thence South 00 degrees 23 minutes 47 seconds West a distance of 35.00 feet; thence South 89 degrees 36 minutes 13 seconds East a distance of 40.00 feet; thence North 00 degrees 23 minutes 47 seconds East a distance of 35.00 feet; thence South 89 degrees 36 minutes 13 seconds East a distance of 20.00 feet; thence South 00 degrees 23 minutes 47 seconds West a distance of 7.50 feet; thence South 89 degrees 36 minutes 13 seconds East a distance of 15.42 feet to the point of beginning.

Excluding the restricted area in a) above.

c) Non-restricted Access Area (Exhibit C)

That part of the Northeast Quarter of the Northeast Quarter of Section 35, Township 115, Range 19, Dakota County, Minnesota, described as follows:

Commencing at the Southeast corner of said Northeast Quarter of the Northeast Quarter; thence South 89 degrees 56 minutes 07 seconds West, assumed bearing along the south line of said Northeast Quarter of the Northeast Quarter, a distance of 568.55 feet; thence North 00 degrees 03 minutes 53 seconds West a distance of 45.00 feet to the actual point of beginning of the land to be described; thence continue North 00 degrees 03 minutes 53 seconds West a distance of 226.30 feet; thence North 18 degrees 31 minutes 08 seconds East a

distance of 82.94 feet; thence North 00 degrees 03 minutes 53 seconds West a distance of 18.42 feet; thence North 89 degrees 56 minutes 07 seconds East a distance of 100.000 feet; thence North 00 degrees 03 minutes 53 seconds West a distance of 50.00 feet; thence South 89 degrees 56 minutes 07 seconds West a distance of 220.00 feet; thence South 00 degrees 03 minutes 53 seconds East a distance of 70.85 feet; thence South 89 degrees 59 minutes 05 seconds East a distance of 42.64 feet; thence South 00 degrees 02 minutes 46 seconds West a distance of 120.25 feet; thence North 89 degrees 59 minutes 05 seconds West a distance of 128.84 feet; thence South 00 degrees 03 minutes 53 seconds East a distance of 32.36 feet; thence South 89 degrees 56 minutes 07 seconds West a distance of 110.00 feet; thence South 00 degrees 03 minutes 53 seconds East a distance of 60.00 feet; thence South 89 degrees 56 minutes 07 seconds West a distance of 60.00 feet; thence South 00 degrees 03 minutes 53 seconds East a distance of 70.00 feet; thence North 89 degrees 56 minutes 07 seconds East a distance of 170.00 feet; thence South 00 degrees 03 minutes 53 seconds East a distance of 20.00 feet; thence North 89 degrees 56 minutes 07 seconds East a distance of 180.00 feet to the point of beginning.

2. Use Restrictions

Subject to the terms and conditions of this Declaration and the reservation and covenants contained herein, the University of Minnesota hereby declares and imposes the following restrictions ("Restrictions") on those areas of the property depicted and identified on the General Site Plans attached hereto as Exhibit A,B, and C and made a part of by reference, as follows:

Nonrestricted Access Areas

The nonrestricted access areas defined in Section 1b and 1c where clean up of soils contaminated up to 10 ppm PCB's by weight have the following use restrictions:

- a) A cap of soil will be maintained in all outdoor exposure areas of a minimum of 10 inches with soil containing less than 1 ppm PCB's.

- b) Residential/commercial and industrial development is allowed in this area. However, if the cap is disturbed for construction purposes, this cap will be replaced with the minimum of 10 inches of soil with less than 1 ppm PCB's or all soil greater than 1 ppm will be removed if the cap is not replaced. The soil containing 1 to 10 ppm PCB's may be redeposited and capped in this area or removed for off-site disposal upon completion of construction.
- c) All soils removed with 1-10 ppm PCB's during construction activities will be maintained in stockpiles and protected with an impervious liner and managed so that wind and water erosion do not spread the contaminated soil to uncontaminated areas. The contaminated soil will be redeposited on-site with a cap or hauled off-site for proper disposal.
- d) Well No. GW-2 shown in area Section 1b will be maintained by the University of Minnesota and not disturbed until such time as the MPCA and University agree to abandon this well according to the Minnesota Well Code.

Restricted Access Area

The restricted access area defined in Section 1a where soils, concrete, and debris contaminated with up to 25 ppm PCB's by weight have the following use restrictions:

- a) Restricted access is required in this area such as using a six-foot chain link fence (current method). Other methods of restriction may be used provided only authorized personnel may gain access.
- b) A 10 inch soil cap shall be maintained during normal activity to prevent wind and water erosion from the site or maybe replaced with some other form of impervious cap (such as an asphalt cap) so as to provide erosion protection.
- c) Industrial development is allowed in this area. However, if the cap is disturbed for construction and development purposes, this cap will be replaced for all outdoor surfaces with a minimum of 10 inches of soil with

less than 1 ppm PCB's or other impervious cap (such as asphalt or concrete) so as to prevent any wind and water erosion of the contaminated soil. All areas that continue to be capped will be required to be secured according to paragraph a) above.

- d) All soils removed with 10-25 ppm PCB's during construction and development shall be maintained in stockpiles with an impervious liner and managed so that wind and water erosion do not spread contaminated soil to uncontaminated areas. These stockpiles shall also be maintained in a secured area.

3. Covenants

The University of Minnesota hereby covenants that the Property shall not be held, transferred, sold, conveyed, occupied, altered, or used in violation of the Restrictions set forth in Section 2 of this Declaration.

4. Reservations

Nothing contained in this Declaration shall in anyway prohibit, restrict, or limit University of Minnesota, its successors or assign, from fully conveying, transferring, occupying or using the Property for all purposes not inconsistent with the Restrictions.

5. Amendment

This Declaration and the covenants, grants, and Restrictions herein continue until terminated, modified released and/or amended with the written consent of the Commissioner or his successor, such consent not to be unreasonably withheld. Notwithstanding the foregoing, this Declaration and the covenants, grants, and Restrictions set forth herein may be terminated by the Commissioner modified, released and/or amended upon the occurrence and satisfaction of the following conditions:

- (a) Soil/ground water/surface water sampling is conducted on the Restricted Area(s) of the Property with prior written notice to and in accordance with a plan approved by the MPCA, such approval not to be unreasonably withheld; and

(b) based on such samples the MPCA certifies that the soil/ground water/surface water located within the Restricted Area(s) no longer pose a potential threat to human health and that disturbance of such soil/ground water/surface waters will not hinder the biodegradation of any remaining contamination.

In the event of a termination, modification, release and/or amendment of this Declaration, the Commissioner, within 30 days after receipt of written request from the then-current owner of the Property, shall execute an instrument in recordable form, terminating, release, modifying and/or amending this Declaration.

6. Grant and Covenants to MPCA:Right of Entry

Subject to the terms and conditions of this Declaration, University of Minnesota grants and conveys to the MPCA and its successors such rights and interest in the Property necessary and covenant to enforce the Restrictions set forth in section 2 of this Declaration, including the right, upon reasonable notice to the then-current owner and at reasonable times, to enter from time to time upon the Property to inspect the Restricted Area(s) and verify compliance with the Restrictions.

In Witness Whereof, this instrument has been executed on the day and year first above written.

Regents of the University of Minnesota

BY _____

State of Minnesota)
)SS.
County of _____)

The foregoing instrument was acknowledged before me this ___ day of _____,
199__, by _____, Regents of the University of Minnesota.

Notary Public

Accepted on behalf of

Minnesota Pollution Control Agency

By _____

Commissioner

State of Minnesota)
)SS.
County of Ramsey)

The foregoing instrument was acknowledged before me this ___ day of _____, 199__, by _____, the Commissioner of Minnesota Pollution Control Agency, a Minnesota body politic, on behalf of the State of Minnesota.

Notary Public