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Office of the
County Recorder
Washington County, MN

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3204078



Cindy Koosmann
County Recorder

By: *Cindy Koosmann*

20-AIC

DECLARATION OF RESTRICTIONS AND AFFIRMATIVE COVENANTS

This declaration is made by Minnesota Mining and Manufacturing Company, a Delaware corporation ("3M").

WITNESSETH:

WHEREAS, 3M is the fee owner of certain real property located in the City of Woodbury in the Southwest Quarter and the Northwest Quarter of the Southeast Quarter, all in Section 35, Township 28 North, Range 21 West of the 4th Principal Meridian, Washington County, Minnesota and the City of Cottage Grove in the Northwest Quarter of the Northwest Quarter, all in Section 2, Township 27 North, Range 21 West of the 4th Principal Meridian, Washington County, Minnesota (the "Property"); and

WHEREAS, a portion of the Property was the site of industrial and municipal waste disposal; and

WHEREAS, 3M voluntarily entered the Minnesota Pollution Control Agency's ("MPCA") Voluntary Investigation and Cleanup Program in April 1992; and

WHEREAS, 3M installed four groundwater extraction "barrier" wells between 1967 and 1973 to prevent off-site migration of impacted groundwater; and

WHEREAS, 3M excavated the disposal trenches and burned the waste on site during January and February 1968 to reduce the volume of waste; and

WHEREAS, 3M completed, and the MPCA approved, on May 19, 1995 the Investigation Report prepared by Contestoga-Rover & Associates which characterized and delineated three (3) former disposal areas at the site, including: the former Main Disposal Area, the former Northeast Disposal Area, and the former Municipal Disposal Area; and

WHEREAS, 3M completed a Focused Feasibility Study (FFS) that evaluated potential remedial alternatives for the above mentioned disposal, and with MPCA approval, selected an appropriate remedial alternative; and

WHEREAS, in accordance with the Response Action Plan (RAP), approved by the MPCA in July 1995, 3M completed all of the components of the RAP in 1997 and is continuing groundwater monitoring and pumping of the four barrier wells; and

WHEREAS, with the approval of MPCA staff, 3M conducted a monitored natural attenuation study between November 1996 and November 1997 which indicated that natural attenuation is effectively reducing the volume and concentrations of groundwater contaminants at the site; and

WHEREAS, 3M has conducted groundwater monitoring at selected on-site monitoring wells, residential wells, and the four barrier wells pursuant to the MPCA-approved RAP since 1995, and found that groundwater contamination beneath the site is effectively being captured by the barrier well system and is prevented from moving beyond the property boundary; and

WHEREAS, residual volatile organic compounds reside in the soil beneath the soil cap in the Main Disposal area and the Northeast Disposal Area as shown in Exhibit A; and

WHEREAS, to assure the continued effectiveness of completed remedial actions, the MPCA requested 3M place certain restrictions and affirmative covenants on the Property; and

WHEREAS, 3M has agreed to place Restrictions and Affirmative Covenants on portions of certain areas of the Property that 3M owns and which are hereinafter described.

NOW, THEREFORE, 3M makes the following declarations as to: 1) limitations, restrictions and uses to which the Property may be put, and 2) affirmative covenants with respect to the Property; and specifies that such declarations shall constitute covenants to run with the property as provided by law and shall be binding on all parties and all persons claiming under them:

1. Definition of "Restricted Area."

As used herein, "Restricted Areas" means those areas of the Property depicted and identified on the Site Plan attached hereto as Exhibit A and made a part hereof by reference, as follows:

- Area A which includes the Main Disposal Area and the Municipal Disposal Areas, as shown on Exhibit A, and is described as follows:

"The East 1170.00 feet of the West 2170.00 feet of the South 1420.00 feet of the Southwest quarter of Section 35, Township 28 North, Range 21 West of the 4th Principal Meridian, Washington County, Minnesota."

• Area B which includes the Northeast Disposal Area as shown on Exhibit A and is described as follows:

"The East 480.00 feet of the North 515.00 of the Northeast Quarter of the Southwest Quarter, together with the West 415.00 feet of the North 515.00 feet of the Northwest Quarter of the Southeast Quarter, all in Section 35, Township 28 North, Range 21 West of the 4th Principal Meridian, Washington County, Minnesota."

2. Use Restrictions.

Subject to the terms and conditions of this Declaration and the reservations and covenants contained herein, 3M hereby declares and imposes the following "Restrictions" on the Restricted Areas:

a. No grading, excavating, boring, drilling, construction, or demolition shall occur on, above, or beneath to the Restricted Areas without prior written approval from the Commissioner of the MPCA or her successor. 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; and

b. The Restrictions do not apply, and no prior approval from the Commissioner shall be required for activities on that portion of the Property outside of the Restricted Areas, including maintenance or repair of existing buildings, structures, underground sewer, water, electrical or telephone services, or installation of fencing and signage, when such activities are not expected to or are not reasonably likely to result in disturbance of or intrusion into soil or groundwater within the Restricted Areas; and

c. Within 60 days after receipt of a written request for approval to engage in any activities subject to the Restrictions, the MPCA shall respond, in writing, by approving such request, disapproving such request, or requiring that additional information be provided. A lack of response from the Commissioner shall not constitute approval by default or authorization to proceed with the proposed activity.

3. Affirmative Covenants

In addition to any other covenants contained in this Declaration, the property is subject to the following affirmative covenants:

a. 3M shall operate the ground water pump out barrier well system (barrier wells B1, B2, B3 and B4) and appurtenances thereto, including the well water discharge system, until the Commissioner or the Commissioner's delegate or successor makes a determination in writing that operation of the system may be discontinued; and

b. 3M shall monitor (until otherwise approved in writing by the Commissioner or delegated representative) groundwater at monitoring wells (MW2, MW3, MW5, MW7, MW8, and MW11), barrier wells (B1, B2, B3 and B4) and residential wells (WR03, WR04 and WR13) on an annual basis; and

c. 3M shall inspect the soil cap for areas of subsidence or erosion on a biannual basis; and

d. 3M shall maintain and repair monitoring wells and the soil cap in accordance with the Response Action Plan (RAP) for the Property approved by the MPCA on July 10, 1995.

4. Covenants.

3M 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 or the Affirmative Covenants of Section 3 of this Declaration.

5. Reservations.

Nothing contained in this Declaration shall in anyway prohibit, restrict or limit 3M, its successors or assign, from fully conveying, transferring, occupying or using the Property for all purposes consistent with the Restrictions and the Affirmative Covenants .

6. Duration; 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 her 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, modified, released and/or amended if upon the occurrence and satisfaction of the following conditions:

a. soil and/or groundwater sampling is conducted on the Restricted Areas 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 and/or groundwater located within the Restricted Areas no longer poses an unacceptable risk to public health and the environment and that disturbance of such soil and/or groundwater will not hinder the natural attenuation of any remaining contamination; or

c. This Declaration and covenants, grants and Restrictions set forth herein may be modified and/or amended if MPCA finds that the conditions set forth in Sections 2 and 3 of this Declaration are inadequate to achieve or maintain an acceptable risk to human

health and the environment. 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 owner of the Property, shall execute an instrument in recordable form, terminating, releasing, modifying and/or amending this Declaration.

7. Grant and Conveyance to MPCA: Right of Entry.

Subject to the terms and conditions of this Declaration, 3M 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 and Affirmative Covenants set forth in Sections 2 and 3 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 verify compliance with the Restrictions and Affirmative Covenants. The Restrictions and Affirmative Covenants declared and the rights and interest granted under this Declaration shall run with the Property and bind 3M, its successors or assigns, all present and future owners of the Property, and all parties who now or hereafter have or hold any right, title or interest in or to the Property. Where this Declaration authorizes or requires an action by the MPCA or its successors, the action is effective if taken by the MPCA Commissioner or her successor(s).

8. Emergency Procedures.

3M covenants that the procedures set forth below shall be followed when an emergency requires immediate excavation of contaminated soil to repair utility lines or other infrastructure on the site, 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 MPCA in accordance with Minnesota State Statute §115.061 of obtaining knowledge of such emergency conditions; and

b. limit disturbance of contaminated media to the minimum reasonably necessary to adequately respond to the emergency; and

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 MPCA a copy of such a plan for review and approval prior to implementation of the plan. Submit a follow-up report after the plan is implemented so that the MPCA can determine whether a level of acceptable risk has been restored.

9. 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 the Property (e.g., easements, mortgages, leases).

In Witness Whereof, this instrument has been executed on this 24th day of August 2001.

MINNESOTA MINING AND MANUFACTURING COMPANY

By:

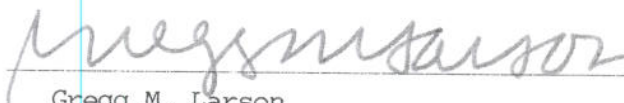


Ronald R. Belschner

Its:

Vice President

By:



Gregg M. Larson

Its:

Assistant Secretary



STATE OF MINNESOTA \ COUNTY OF RAMSEY

Notary Public, Ramsey County, MN
My commission expires Jan. 31, 2005



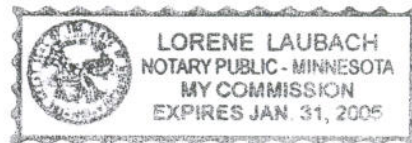
Accepted on behalf of
Minnesota Pollution Control Agency
Pursuant to Minn. Stat. Section 115B.17, subd. 15.

By Karen A. Studders
Karen A. Studders
Commissioner

State of Minnesota)
)SS.
County of Ramsey)

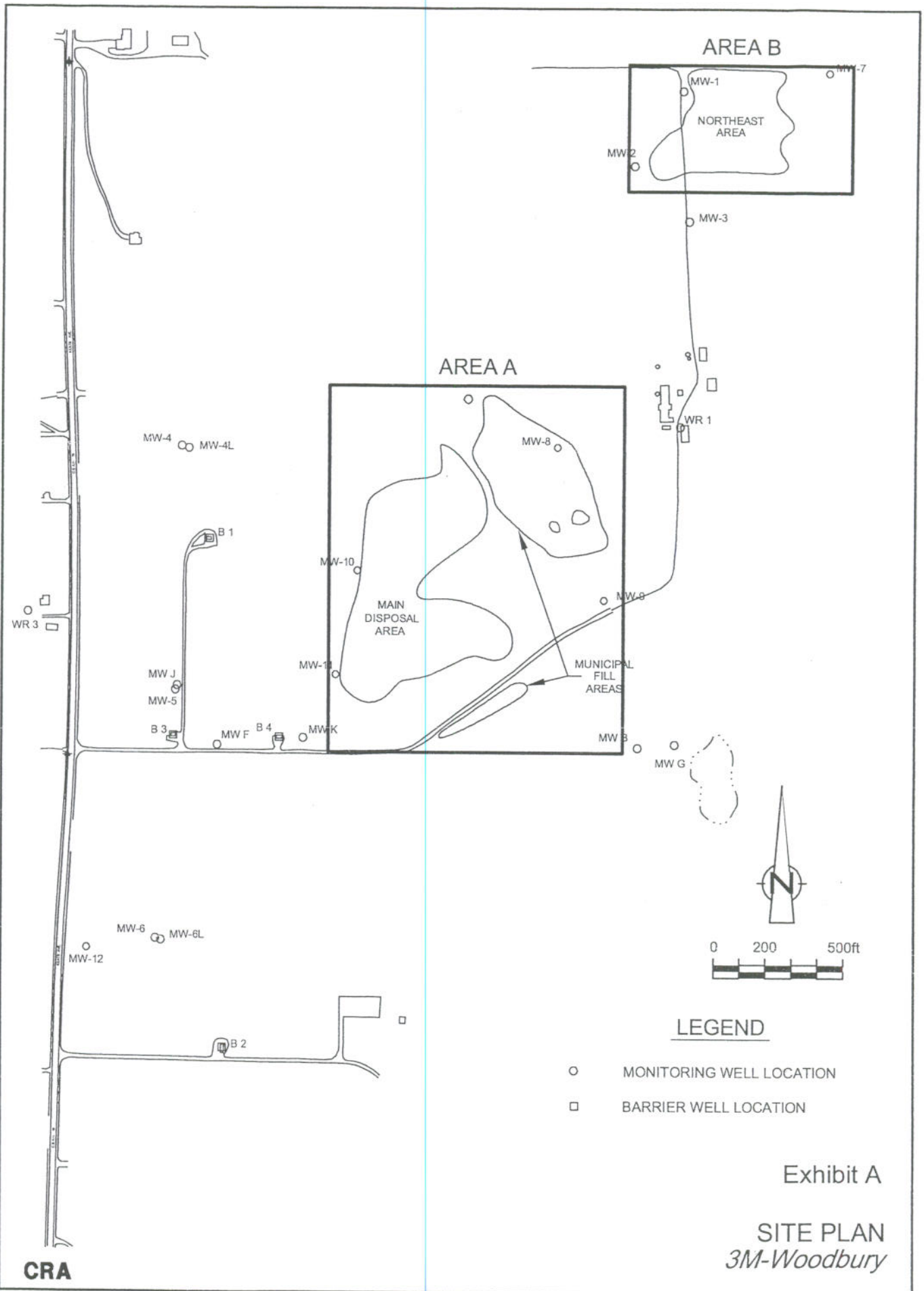
The foregoing instrument was acknowledged before me this 15 day of November 2001, by Karen A. Studders the Commissioner of the Minnesota Pollution Control Agency, a Minnesota body politic, on behalf of the State of Minnesota.

Lorene Loubach
Notary Public



THIS INSTRUMENT WAS DRAFTED BY:

Donald C. Weinke
Senior Counsel, 3M
P.O. Box 33428
St. Paul, MN 55133-3428



FOX333

134352

RETURN TO: 3M FAC ENGINEERING
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