

AMENDED QUITCLAIM DEED

This Amended Quitclaim Deed (Amended Deed) amends and supersedes the Quitclaim Deed dated August 17, 1971, and recorded in the official records of Hennepin County, Minnesota, on March 6, 1972, in book 72 on page 3934775 (1971 Deed). The parties to this Amended Deed are the United States of America (United States or Grantor) and the State of Minnesota, Department of Natural Resources (Minnesota or Grantee).

BACKGROUND

The 1971 Deed conveys to Minnesota property situated in Sections Twenty (20) and Twenty-nine (29), Township Twenty-eight (28) North, Range Twenty-three (23) West of the Fourth Principal Meridian, Hennepin County, Minnesota **(the Property)**. ~~(property or lands). The property consists of four separate areas, known respectively as the “Golf Course,” the “Polo Grounds,” “Officer’s Row,” and “Area J.”~~ The 1971 Deed requires that all of the **Property** ~~property~~ be used and maintained exclusively for public park or public recreation purposes.

As described in part in the 1971 Deed, the Secretary of the Interior (Secretary) has retained certain administrative responsibility and authority over the **Property** ~~property~~. Minnesota has asked the Secretary to amend the 1971 Deed to require Minnesota to ~~continue to~~ use and maintain

~~the Property the Golf Course and the Polo Grounds for public park or public recreation purposes, and to use and maintain Officer's Row and Area J~~ as an historic monument for benefit of the public.

Section 484(k)(3) of 40 U.S.C. authorizes the Administrator of General Services, United States General Services Administration (Administrator), to convey surplus real property to a State, political subdivision, instrumentality thereof, or municipality for use as an historic monument for benefit of the public. Under 41 C.F.R. § 101-47.308-3, that authority has been delegated to the Secretary and redelegated to the Regional Director, Midwest Regional Office, National Park Service, U.S. Department of the Interior (Regional Director).

Section 484(k)(4)(c)(iii) of 40 U.S.C. authorizes the Secretary to release the **Property** ~~property~~ from any term, condition, reservation, or restriction of the 1971 Deed and to impose terms and conditions deemed necessary to protect or advance the interests of the United States. That authority has been delegated to the Regional Director.

The Regional Director finds that ~~the Property Officer's Row and Area J~~ no longer serves any public park or public recreation purpose for which the United States conveyed them to Minnesota under the 1971 Deed.

~~As required by 40 U.S.C. § 484(k)(3) and 41 C.F.R. § 101-47.308-3, the Regional Director has sought and received the recommendation of the Advisory Board on National Parks, Historic Sites, Buildings, and Monuments (Advisory Board) concerning use of Officer's Row and Area J as an historic monument. In conformance with the Advisory Board's recommendation, the~~ **The** Regional Director finds that **the Property is Officer's Row and Area J** are suitable and desirable for use as an historic monument.

Comment [MSOffice1]: This consultation is unnecessary, so I am removing it from the draft as suggested by Matt Seltzer and our solicitor, Al Kashinski. The 40 U.S.C. 484(k) provision requiring the recommendation of the Board would apply if the property were currently in Federal ownership and proposed for conveyance from the Federal estate to the city. Since the property no longer belongs to the Federal government, this provision does not apply. Approval for the change in use from recreation to historic monuments can come from GSA, and as part of this deed amendment process, the final documents will be sent to GSA for comment prior to finalization. Source: E:mail message from Chick Fagan, Deputy Chief of Policy and Regulations, May 12, 2003.

On page one of the 1971 Deed, in line two of unnumbered paragraph four of the indented property description, the word “Bloomingdale” was erroneously substituted for the word “Bloomington.” This Amended Deed corrects that error.

On page one of the 1971 Deed, unnumbered paragraph five of the indented property description excepts and reserves to the Grantor, for the use and benefit of the 88th Army Reserve Unit for a 10-year period, various rights to Area J. Unnumbered paragraph six of the indented property description gives the Grantor the option and right to extend that ten-year period prior to its expiration. The Grantor never exercised that option within the applicable ten-year deadline, whereupon the rights and option expired. Thus, paragraphs five and six of the indented property description in the 1971 Deed no longer have any relevance and are not included in this Amended Deed.

The provision in the fourth full paragraph on page two of the 1971 Deed, concerning a reservation of the right to use and occupy the fire station (Building Number 65), is not included in this Amended Deed because the General Services Administration has constructed and is using and occupying a new facility elsewhere.

The Grantee previously has complied with the requirement in numbered paragraph two on page three of the 1971 Deed for an accurate metes and bounds survey and monumenting of the property. Thus, that requirement is not included in this Amended Deed.

Pursuant to written authorization received from ~~the Department of the Army~~ ~~the Secretary of Defense~~ under 10 U.S.C. § 2535, the provision in numbered paragraph six on page four of the 1971 Deed, concerning reversion of the property for national defense purposes, is not included in this Amended Deed.

Pursuant to 40 U.S.C. § 484(k)(4), the Regional Director, on behalf of the Secretary, has notified the Administrator of the United States’ intent to execute this Amended Deed; more than

Comment [MSOffice2]: Via a letter from the Department of the Army, Office of the Assistant Secretary, Installations and Environment, to the General Services Administration, November 24, 2003, the Army approved removal of the national defense reversion clause.

thirty days have passed since that notice was given; and the Administrator has not disapproved of the execution of this Amended Deed.

Wherefore, in consideration of the mutual benefits to be derived therefrom, the United States and Minnesota hereby amend the 1971 Deed to read as follows:

PREMISES

The UNITED STATES OF AMERICA, acting by and through the Regional Director, Midwest Region, National Park Service, pursuant to authority delegated by the Secretary of the Interior, and as authorized by the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended, and particularly as amended by Public Law 91-485 (84 Stat. 1084), and regulations and orders promulgated thereunder (hereinafter referred to as Grantor), for and in consideration of the use and maintenance of the property herein conveyed for the purposes set forth below in perpetuity by the State of Minnesota, Department of Natural Resources (hereinafter referred to as Grantee), does hereby remise, release, and quitclaim to Grantee, its successors and assigns, subject to the reservations, exceptions, restrictions, conditions and covenants hereinafter set forth, all right, title, and interest of the Grantor in and to the following described property, situated in Sections Twenty (20) and Twenty-nine (29), Township Twenty-eight (28) North, Range Twenty-three (23) West of the Fourth Principal Meridian, Hennepin County, State of Minnesota, and more particularly described as follows:

Commencing at a concrete monument with an aluminum disk marking the southwest corner of Section Twenty (20); thence S 0°16'33" E along the west line of Section Twenty-nine (29) 771.38 feet; thence S 60°34'28" E 2326.03 feet; thence S 46°14'26" E 166.37 feet; thence N 37°44'49" E 229.13 feet to an iron pipe; thence S 60°34'28" E 30.08 feet to the point of beginning;

Thence S 60°34'28" E 2375 feet, more or less, to a point in the west right-of-way boundary of State Highway Number 5;

Thence in a northeasterly and northwesterly direction along said boundary to its point of intersection with the west boundary of the right-of-way of Bloomington Road;

Thence S 37°44'49" E 3197 feet, more or less, along the said west boundary of Bloomington Road to the point of beginning, containing 141 acres, more or less, and being a portion of the Veterans Administration Hospital Reservation, Fort Snelling, Minnesota;

Consisting of four separate areas, known respectively as the Golf Course," the "Polo Grounds," "Officer's Row," and "Area J", as legally described in Exhibit A and shown by drawing in Exhibit B, which exhibits are attached hereto and made a part hereof.

SUBJECT TO any and all existing reservations, easements and rights-of-way, recorded and unrecorded, for public roads and highways, railroads, pipelines, drainage ditches, sanitary and storm sewer systems, water mains, gas mains, communication conduits and electrical distribution systems for power, light and signal facilities including a reservation to the Grantor of the right to use the three foot by six foot government-owned interceptor sewer to serve contiguous facilities of Grantor not conveyed herewith.

TO HAVE AND TO HOLD the above quitclaimed premises, subject to the easements, reservations, exceptions, restrictions, conditions, and covenants herein enumerated and set forth, unto the Grantee, its successors and assigns, forever.

There are excepted from this conveyance and reserved to the Grantor all oil, gas, and other minerals in, under and upon the lands herein conveyed, together with the right to enter upon the land for the purpose of mining and removing the same.

Grantor further reserves an easement and right-of-way for the 3' x 6' interceptor sewer traversing the lands herein conveyed and such additional rights-of-way and of ingress and egress as may be necessary or appropriate for the purpose of using, operating, maintaining, replacing, and repairing existing water, gas, sanitary or storm sewer, electrical distribution, or communication systems on, under or across the lands herein conveyed and there are

reserved from this conveyance the structures and appurtenances of the above described systems situated thereon or therein.

Pursuant to authority contained in the Federal Property and Administrative Services Act of 1949, as amended, and applicable rules, regulations and orders promulgated thereunder, the General Services Administration determined the property to be surplus to the needs of the United States of America and assigned the property to the Department of the Interior for further conveyance to the State of Minnesota.

It is understood and agreed by and between the Grantor and Grantee, and Grantee by acceptance of this deed does acknowledge that it fully understands the terms and conditions set forth herein and does further covenant and agree for itself, and its successors and assigns, forever, as follows:

~~1. *Golf Course and Polo Grounds.* (a) The Golf Course and the Polo Grounds shall be used and maintained for public park or public recreation purposes in perpetuity, pursuant to 40 U.S.C. § 484(k)(2), as set forth in the program of utilization and plan contained in the application submitted by Grantee on the 28th day of June 1971 (Park and Recreation Approved Program), which is incorporated herein by reference and made a part hereof. The Park and Recreation Approved Program may be amended from time to time at the request of either the Grantor or Grantee, with the written concurrence of the other party, and such amendments shall be added to and become a part of the original application and of this deed of conveyance.~~

~~—— (b) The Golf Course and the Polo Grounds shall not be sold, leased, assigned, or otherwise disposed of except to another eligible governmental agency that the Secretary of the Interior (Secretary) agrees in writing can assure the continued use and maintenance of the~~

~~Golf Course and the Polo Grounds for public park or public recreation purposes subject to the same terms and conditions in this Amended Quitclaim Deed. However, nothing in this provision shall preclude the Grantee from providing related recreational facilities and services on the Golf Course and the Polo Grounds compatible with the Park and Recreation Approved Program, through concession agreements entered into with third parties, provided prior concurrence to such agreements is obtained in writing from the Secretary.~~

~~1. The Property~~ ~~2. Officer's Row and Area J.~~ (a) ~~The Property~~ ~~Officer's Row and Area J~~ shall be used and maintained as an historic monument for benefit of the public in perpetuity, pursuant to 40 U.S.C. § 484(k)(3), as set forth in the Application and Program of Preservation and Utilization for ~~the Property Officer's Row and Area J~~ submitted by Grantee on **[Insert Date]** and approved by the Secretary on **[Insert Date]** (Historic Monument Approved Program), which is incorporated herein by reference and made a part hereof. The Historic Monument Approved Program specifies how the Grantee will use and maintain ~~the Property Officer's Row and Area J~~, including the Grantee's plan for repair, rehabilitation, restoration, and maintenance of ~~the Property Officer's Row and Area J~~, and the Grantee's plan for financing those activities.

(b) The Historic Monument Approved Program may be amended from time to time at the request of either the Grantor or Grantee, with the written concurrence of the other party, and such amendments shall be added to and become a part of the original application and of this deed of conveyance. Prior to executing any amendment to the Historic Monument Approved Program, the Secretary will review the amendment for consistency with any determination by the Secretary or authorization of the Administrator of General Services under section ~~1(d) 2(d)~~ this deed, concerning revenue-producing activities. The Secretary will not ex-

ecute any amendment to the Historic Monument Approved Program that would be inconsistent with any such determination or authorization.

(c) ~~The Property Officer's Row and Area J~~ shall not be sold, assigned, or otherwise conveyed, except to a State, political subdivision, instrumentality thereof, or municipality that the Secretary agrees in writing can assure the continued use and maintenance of ~~the Property Officer's Row and Area J~~ for historic monument purposes subject to the same terms and conditions in this Amended Quitclaim Deed. The Grantee may lease ~~the Property Officer's Row and Area J~~ to an individual or entity only with the prior written approval of the Secretary for a purpose that is compatible and complies with the Historic Monument Approved Program.

(d) ~~The Property Officer's Row and Area J~~ may be used for revenue-producing activities only with the prior written authorization of the Administrator of General Services, United States General Services Administration. The Secretary of the Interior will seek such authorization from the Administrator if the Grantee submits to the Secretary a detailed written request to use ~~the Property Officer's Row and Area J~~ for specified revenue-producing activities and the Secretary finds in writing that:

(i) The revenue-producing activities are compatible with the use of ~~the Property Officer's Row and Area J~~ for historic monument purposes in accordance with the Historic Monument Approved Program;

(ii) The financial plan in the Historic Monument Approved Program provides that all incomes which are derived from ~~the Property Officer's Row and Area J~~ and exceed the costs of repair, rehabilitation, restoration, maintenance, and a specified reasonable profit or payment that may accrue to a lessor, sublessor, or developer in

connection with the management, operation, or development of ~~the Property Officer's Row and Area J~~ for revenue producing activities shall be used by the Grantee, lessor, sublessor, or developer, only for public historic preservation, park, or recreational purposes; and

(iii) The Secretary has examined and approves the Grantee's accounting and financial procedures for recording and reporting on revenue-producing activities.

(e) The Secretary periodically may audit the records of the Grantee that are directly related to ~~the Property Officer's Row and Area J~~.

(f) Prior to implementing any repair, rehabilitation, restoration, or other change in any historic attribute of ~~the Property Officer's Row or Area J~~, or any improvement thereon, the Grantee shall submit to the Secretary and the Minnesota State Historic Preservation Officer, and obtain their written approval of, detailed plans and specifications covering the proposed change or improvement. The Grantee shall prepare all such plans and specifications in accordance with the recommended treatments in the Secretary of the Interior's Standards for the Treatment of Historic Properties and Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings and Guidelines for the Treatment of Cultural Landscapes.

~~2. 3.~~ *Permanent Sign or Marker.* The Grantee shall within 6 months of the date of this deed erect and maintain a permanent sign or marker near the point of principal access to the conveyed area indicating that the property is a park or recreation area and historic monument and has been acquired from the Federal Government for use by the general public.

~~3. 4.~~ *Biennial Reports.* From the date of this conveyance, the Grantee, its successors and assigns, shall submit biennial reports to the Secretary of the Interior, setting forth the use

made of the property during the preceding two-year period, and other pertinent data establishing its continuous use for the purposes set forth above, for ten consecutive reports and as further determined by the Secretary of the Interior.

~~4. 5-~~ *Civil Rights Act of 1964*. As part of the consideration for this Amended Quitclaim Deed, the Grantee covenants and agrees for itself, its successors and assigns, that: (1) the program for or in connection with which this Amended Quitclaim Deed is made will be conducted in compliance with, and the Grantee, its successors and assigns, will comply with all requirements imposed by or pursuant to the regulations of the Department of the Interior as in effect on the date of this Amended Quitclaim Deed (43 C.F.R. Part 17) issued under the provisions of Title VI of the Civil Rights Act of 1964; (2) this covenant shall be subject in all respects to the provisions of said regulations; (3) the Grantee, its successors and assigns, will promptly take and continue to take such action as may be necessary to effectuate this covenant; (4) the United States shall have the right to seek judicial enforcement of this covenant; (5) the Grantee, its successors or assigns, will (a) obtain from each other person (any legal entity) who, through contractual or other arrangement with the Grantee, its successors or assigns, is authorized to provide services or benefits under said program, a written agreement pursuant to which such other persons shall, with respect to the services or benefits which he is authorized to provide, undertake for himself the same obligations as those imposed upon the Grantee, its successors and assigns, by this covenant, and (b) furnish a copy of such agreement to the Secretary of the Interior, or his successor; and that (6) this covenant shall run with the land hereby conveyed, and shall in any event, without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent

permitted by law and equity for the benefit of, and in favor of the Grantor and enforceable by the Grantor against the Grantee, its successors and assigns.

5. ~~6.~~ Reversion to Grantor. In the event there is a breach of any of the conditions and covenants herein contained by the Grantee, its successors and assigns, whether caused by the legal or other inability of the Grantee, its successors and assigns, to perform said conditions and covenants, or otherwise, all or any portion of the right, title and interest in and to the said premises shall, in its then existing condition, revert to and become the property of the Grantor at its option, which in addition to all other remedies for such breach shall have the right of entry upon said premises, and the Grantee, its successors and 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 Secretary of the Interior to require in any one or more instances complete performance of any of the conditions or covenants shall not be construed as a waiver or relinquishment of such future performance, but the obligation of the Grantee, its successors and assigns, with respect to such future performance shall continue in full force and effect.

IN WITNESS WHEREOF, the United States of America has caused this Amended Quitclaim Deed to be executed in its name and the Seal of the National Park Service to be hereunto affixed on this _____ day of _____, **2008**
~~2001~~.

UNITED STATES OF AMERICA

BY: _____

Regional Director
Midwest Regional Office
National Park Service
U.S. Department of the Interior

[illegible]

I hereby certify that on this _____ day of _____, 2008, before me, a Notary Public in and for the State of Nebraska, personally appeared [Insert Name], to me known and by me sworn, who did depose and say that he is the delegated representative of the National Park Service, Department of the Interior, of the United States of America, the Grantor in the foregoing amendment to the quitclaim deed dated August 17, 1971, and that said instrument was signed on behalf of the United States of America by virtue of the authority contained in 40 U.S.C. §§ 484(k)(3) and (k)(4), and that he acknowledged the said instrument to be the free act of deed of the United States of America for the purpose expressed therein.

In witness whereof, I have hereunto set my hand and official seal.

NOTARY PUBLIC

My Commission Expires: _____

IN WITNESS WHEREOF, the State of Minnesota has caused this amendment to be executed in its name by the [Insert Title and State Agency], State of Minnesota, on this _____ day of _____, ~~2008~~ 2001.

STATE OF MINNESOTA

BY: _____
[Insert Title and Agency]

[illegible]

On this _____ day of _____, 2001, before me, a notary public within and for the said county, personally appeared [Name, Title, and Agency], State of Minnesota, to me known to be the person described and who executed the foregoing instrument

and who acknowledged that he executed the same as the free act and deed of the State of Minnesota.

In witness whereof, I have hereunto set my hand and official seal.

NOTARY PUBLIC

My Commission Expires: _____

This instrument was drafted by the U.S. Department of the Interior, National Park Service, Midwest Region, in Omaha, Nebraska.