

ENVIRONMENTAL COVENANT AND EASEMENT

This Environmental Covenant and Easement ("Environmental Covenant") is executed pursuant to the Uniform Environmental Covenants Act, Minn. Stat. ch. 114E ("UECA") in connection with an environmental response project approved by the Minnesota Department of Agriculture.

1. Grantor and Property Description.

A. Owner and Legal Description of Property.

The City of Saint Paul is the owner ("Owner") of certain real property ("Property") located at 630, 677, and 689 Pierce Butler Route, City of Saint Paul, Ramsey County, State of Minnesota. The corresponding property ID numbers include 26.29.23.44.0003 and 26.29.23.44.0016 (630 Pierce Butler Route), 26.29.23.44.0015 (677 Pierce Butler Route), and 26.29.23.44.0008 (689 Pierce Butler Route), and legally described as follows:

630 Pierce Butler Route

Parcel 1:

Lots 1, 2, 3, 4, 5, 6, 7 and 8, Block 12, Butterfield Syndicate Add. No. 2, Ramsey County, Minnesota.
Lots 1, 2, 3, 4, 5, 6, 7, Block 13, Butterfield Syndicate Add. No. 2, Ramsey County, Minnesota.
That part of Lot 8, Block 13, Butterfield Syndicate Add. No. 2, Ramsey County, Minnesota, lying Northeasterly of a line from the Northwest corner of said Lot 8 to a point on the East line thereof 40 feet South of the Northeast corner thereof; the North 50.7 feet of Lots 24, 25, 26, 27, 28, 29 and 30; Block 13, together with those portions of Ireland Street (now Seminary Avenue) (vacated) and the alley (vacated) in Block 13 of said Addition which lies West of the West line of Dale Street and East of a line running South from the Southwest corner of Lot 8, Block 12 to the Northwest corner of Lot 8, Block 13; thence to a point on the East line of said Lot 8, 40 feet South of the Northeast corner thereof; thence along the East line of said Lots 8 and 23, Block 13 to the Southeast corner of said Lot 23; all in Butterfield Syndicate Add. No. 2.

Parcel 2:

The North 39 feet of the South 40 feet of the North 90.7 feet of Lots 24, 25, 26, 27, 28, 29 and 30, Block 13, Butterfield Syndicate Add. No. 2, Ramsey County, Minnesota.

Parcel 3:

The East 1.00 foot of the North 89.70 feet of Lot 23, Block 13, Butterfield Syndicate Addition No. 2, Ramsey County, Minnesota, and all that part of the vacated alley adjoining said Lot 23 that lies between the Northerly extension across said alley of the East and West lines of said East 1.00 feet.

Parcel 4:

Those parts of Lots 8, 9 and 10, Block 13, Butterfield Syndicate Add. No. 2, Ramsey County, Minnesota, and that part of Seminary Avenue that is described as follows:

Beginning at the Southeast corner of said Lot 8; thence West on an assumed bearing along the South line of said Lot 8 a distance of 19.06 feet to the right-of-way line of Pierce Butler Road; thence Northwesterly along said right-of-way line, being a nontangential curve concave to the Southwest and having a central angle of 33 degrees 20 minutes 00 seconds and a radius of 312.50 feet for an arc distance of 181.80 feet, the chord of said curve bears North 30 degrees 31 minutes 50 seconds West to the centerline of said Seminary Avenue; thence East, along said centerline a distance of 70.60 feet; thence South 0 degrees 01 minutes 55 seconds East a distance of 30.00 feet to the Northwest corner of said Lot 8; thence South 44 degrees 36 minutes 21 seconds East a distance of 56.18 feet to a point on the East line of said Lot 8 that is 40.00 feet South of the Northeast corner thereof; thence South 0 degrees 01 minutes 55 seconds East along said East line a distance of 84.40 feet to the point of beginning.

677 Pierce Butler Route

Lots 9, 10, 11, 12, 13, 14, 15 and 16, Block 12, Butterfield Syndicate Addition No. 2, Ramsey County, Minnesota, together with that part of the North Half of vacated Seminary Avenue described in Document Number 2795447 which accrues to premises.

689 Pierce Butler Route

Real Property in Ramsey County, Minnesota, described as follows: Lots 1, 2, 3 and 4, Block 11, Butterfield Syndicate Addition No. 2

B. Grantor.

The City of Saint Paul is the current Owner of the Property and the Grantor of this Environmental Covenant.

2. Grant of Covenant; Covenant Runs With The Land.

Grantor does hereby Covenant and Declare that the Property shall be subject to the Activity and Use Limitations and associated terms and conditions set forth in this Environmental Covenant including the Easement in Paragraph 9, and that these Activity and Use Limitations and associated terms and conditions constitute covenants which run with the Property and which shall be binding on Grantor, its heirs, successors and assigns, and on all present and future Owners of the Property and all persons who now or hereafter hold any right, title or interest in the Property. An Owner is bound by this Environmental Covenant during the time when the Owner holds fee title to the Property. Any other person that holds any right, title or interest in or to the Property is bound by this Environmental Covenant during the time the person holds the right, title or interest. An Owner ceases to be bound by this Environmental Covenant when the Owner conveys fee title to another person, and any other person that holds any right, title or interest in or to the Property ceases to be bound when the person conveys the right, title or interest to another person.

This Covenant Agreement can be removed if environmental impacts are addressed or found to be below criteria to satisfy Minnesota Department of Agriculture (MDA) requirements related to affected soil or groundwater.

3. Environmental Agency; Grantee and Holder of Environmental Covenant; Acceptance of Interest in Real Property.

A. Environmental Agency.

The Minnesota Department of Agriculture ("MDA") is the environmental agency with authority to approve this Environmental Covenant under UECA.

B. Grantee and Holder; Acceptance of Interest in Property.

The MDA is a Grantee and a Holder of the interest in real property conveyed by this Environmental Covenant. MDA has authority to acquire an interest in real property, including an Environmental Covenant, for response actions under Minn. Stat. § 115B.17, subd. 15. MDA's signature on this Environmental Covenant constitutes approval of this Environmental Covenant under UECA and acceptance of the interest in real property granted herein for purposes of Minn. Stat. § 115B.17, subd. 15.

Bayer CropScience, Inc., a New York corporation (Bayer), is a Grantee and a Holder of the interest in real property conveyed by this Environmental Covenant.

4. Environmental Response Project.

The Property is the location of releases or threatened releases of hazardous substances, or pollutants or contaminants that are addressed by an environmental response project under the MDA's Agricultural Voluntary Investigation and Cleanup Program (MDA project name Chipman Chemical/Hallman Oil, St. Paul, MN, project number GCH 101058506) ("Chipman Chemical/Hallman Oil Site"). This Environmental Covenant and Easement ("Environmental Covenant") is executed pursuant to the Uniform Environmental Covenants Act, Minn. Stat. ch. 114E ("UECA") in connection with an environmental response project approved by the MDA. MDA has determined that an Environmental Covenant is needed for the Property following the remedial excavation due to the presence and potential exposure to residual soil and ground water contamination.

5. Statement of Facts.

A. Facts about the Release and Response Actions.

The Minnesota Department of Agriculture (MDA), supported by the Minnesota Pollution Control Agency (MPCA), has directed the investigation and remedial actions at the 677 Pierce Butler Route (and related adjacent properties) since notification of a potential agricultural chemical release on October 6, 2014. The City of Saint Paul (property owner) enrolled the site in MDA's Agricultural Voluntary Investigation and Cleanup Program (MDA project name: Chipman Chemical/Hallman Oil, St. Paul, MN, Project Number: GCH 101058506).

Environmental investigations were conducted from 2014 through 2018 on the Chipman Chemical/Hallman Oil Site, and related adjacent properties. The investigations were coordinated and directed through the MDA, conducted initially by the City of Saint Paul, and subsequently by Bayer

(legacy owner of Chipman Chemical). Bayer submitted a Remedial Investigation Report and Corrective Action Plan (RIR/CAP) (April 26, 2018) for the former Chipman Chemical/Hallman Oil Site which was subsequently approved by MDA on March 9, 2020. The RIR/CAP indicated that the primary contaminant of concern (COC) in soil was arsenic, and to a lesser degree mercury and 2,3,7,8-tetrachlorodibenzo-p-dioxin (2,3,7,8-TCDD) toxicity equivalence (TEQ). The primary groundwater COC was arsenic, with manganese and nitrate potentially contributing to risk to a lesser degree.

The selected remedy for the site included the excavation and off-site disposal of un-saturated soils which exceeded the remedial action objectives (RAOs) established for the site to a maximum depth of 22 feet below ground surface. In conjunction with the soil corrective actions, groundwater monitoring will be performed to support documentation of the conditions for natural attenuation (as outlined in MDA Guidance Document #20) of the site groundwater contaminants within the properties located at 677 and 630 Pierce Butler Route, St. Paul, MN. As outlined in the MDA guidance document, groundwater sampling will be conducted on a quarterly basis for a minimum of eight consecutive quarters to allow statistical trend analysis using Mann-Kendall or similar statistical methods approved by MDA. The groundwater samples will be collected from seven existing monitoring wells on City of St. Paul property located at 677 and 630 Pierce Butler Route, St. Paul, MN.

6. Definitions.

The terms used in this Environmental Covenant shall have the meanings given in UECA, and in the Minnesota Environmental Response and Liability Act (MERLA), Minn. Stat. §115B.02. In addition, the definitions in this Paragraph 6 apply to the terms used in this Environmental Covenant.

A. “Commissioner” means the Commissioner of the Minnesota Department of Agriculture, the Commissioner’s successor, or other person delegated by the Commissioner to act on behalf of the Commissioner.

B. “MDA” means the Minnesota Department of Agriculture, an agency of the State of Minnesota, or its successor or assign under any governmental reorganization.

C. “Owner” means a person that holds fee title to the Property and is bound by this Environmental Covenant as provided in Paragraph 2. When the Property is subject to a contract for deed, both the contract for deed vendor and vendee are collectively considered the Owner.

D. “Political Subdivision” means the county, and the statutory or home rule charter city or township, in which the Property is located.

E. “Property” means the real property described in Paragraph 1 of this Environmental Covenant.

F. "Restricted Area" means a portion of the Property as depicted on the Site Layout Map identifying the location of the affected area (provided as **Attachment A**) and legally described as follows:

An easement over, under and across that part of St. Albans Street as dedicated in the plat of BUTTERFIELD SYNDICATE ADDITION NO. 2, according to the recorded plat thereof, Ramsey County, Minnesota, described as commencing at the southwest corner of Lot 15, Block 12 said BUTTERFIELD SYNDICATE ADDITION NO. 2; thence north along the east line of said St. Albans Street 78.00 feet to the point of beginning; thence west 30.00 feet perpendicular to said east line of St. Albans Street; thence north 74.00 feet parallel with said east line of St. Albans Street; thence east 30.00 feet perpendicular to said parallel line to said east line of St. Albans Street; thence south 74.00 feet along said east line of St. Albans Street to the point of beginning.

7. Activity and Use Limitations.

The extensive remedial excavation efforts on site were designed and executed in a manner to support returning the property to un-restricted commercial/industrial use. In addition, it should be noted that the depth to groundwater beneath the property has been documented at greater than 20 feet below grade surface; further limiting any potential contact related to future property development. Following the remedial excavation and backfill (restoration), the property will only require the following Activity and Use limitations:

A. Use Limitations.

The Property shall not be used for residential purposes, which for purpose of this Covenant include, but are not limited to: single family homes, duplexes, multiplexes, apartments, condominiums, schools, child-care facilities, or any land use where persons can be expected to reside on the Property.

B. Activity Limitations.

Except as required as part of the MDA-approved environmental response project (such as the monitoring wells installed for collection of groundwater samples for monitoring of groundwater conditions), there shall be no extraction of ground water from beneath the Property for any purpose and no installation of any wells, borings, trenches or drains which could be used to extract such ground water.

The limitations in this Paragraph 7.B. do not apply to activities on any part of the Property outside of the Restricted Area(s), 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 contaminated soil or ground water.

C. Affirmative Obligations of Owner.

The Activity and Use Limitations imposed under this Environmental Covenant include the following affirmative covenants and obligations:

Owner will not compromise the integrity of the clean clay fill layer placed at an elevation of 169 feet Saint Paul Datum (approximately 10 feet below grade surface) as indicated on

Attachment A. In addition, Owner shall prevent human exposure to residual contamination in the Restricted Area as indicated on Attachment A, and as described in Paragraph 6.F.

Except in the case of emergency, Owner shall inform Holders with 30 days written notice of any soil-intrusive activities that could disturb the clean fill clay layer or soils within the Restricted Area as indicated on Attachment A, and as described in Paragraph 6.F.

Owner shall not interfere with the existing groundwater monitoring well network, as well as any additional wells requested by MDA, throughout the compliance confirmation period at the Property as shown in Attachment A.

8. Prior MDA Approval Required for Activities Limited Under Environmental Covenant.

A. Approval Procedure.

Any activity subject to limitation under Paragraph 7.B and C. shall not occur without the prior written approval of the Commissioner. The Commissioner's approval may include conditions which the Commissioner deems reasonable and necessary to protect public health or welfare or the environment, including submission to and approval of a contingency plan for the activity. Within 60 days after receipt of a written request for approval to engage in any activities subject to a limitation under Paragraph 7.B and C., the MDA 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.

B. Emergency Procedures.

Owner shall follow the procedures set forth in this Paragraph 8. and C. when an emergency requires immediate excavation affecting contaminated soil or other media [at the Property] [or] [in the Restricted Area(s)] to repair utility lines or other infrastructure on the Property, or to respond to other types of emergencies (e.g., fires, floods):

i. notify the Minnesota Duty Officer, or successor officer, immediately of obtaining knowledge of such emergency conditions; the current phone numbers for the Duty Officer are 1-800-422-0798 (Greater Minnesota only); (651) 649-5451 (Twin Cities Metro Area and outside Minnesota); fax (any location) (651) 296-2300 and TDD (651) 297-5353 or 800-627-3529.

ii. assure that the persons carrying out the excavation limit the disturbance of contaminated media to the minimum reasonably necessary to adequately respond to the emergency;

iii. assure that the persons carrying out the excavation prepare and implement a site-specific health and safety plan for excavation and undertake precautions to minimize exposure to workers, occupants and neighbors of the Property to contaminated media (e.g., provide appropriate types of protective clothing for workers conducting the excavation, and establish procedures for minimizing the dispersal of contaminated dust);

iv. Any contaminated soil disturbed as part of an emergency response action must be returned to its original location and depth, or be properly characterized, managed and disposed of, in accordance with all applicable local, state and federal requirements. and

v. assure preparation and implementation of a plan to restore the Property to a level that protects public health and welfare and the environment. The plan must be submitted to and approved by the MDA prior to implementation of the plan, and a follow-up report must be submitted to the MDA after implementation so that the MDA can determine whether protection of the public health and welfare and the environment has been restored.

9. Easement; Right of Access to the Property.

Owner grants to the MDA, and Ramsey County a right-of-access easement to enter the Property from time to time to inspect the Restricted Area and to evaluate compliance with the Activity and Use Limitations set forth in Paragraph 7. In addition, for the purpose of evaluating compliance, Owner grants to the MDA the right to take samples of environmental media such as soil, ground water, surface water, and air, and to install, maintain and close borings, probes, wells or other structures necessary to carry out the sampling for the COCs related to the Chipman Chemical/Hallman Oil Site.

MDA and Ramsey County, and their employees, agents, contractors and subcontractors, may exercise the rights granted under this Paragraph 9 at reasonable times and with reasonable notice to the then-current owner, conditioned only upon showing identification or credentials by the persons seeking to exercise those rights.

10. Duration; Amendment or Termination of Environmental Covenant.

A. Duration of Environmental Covenant.

This environmental covenant is perpetual as provided in Minn. Stat. § 114E.40(a).

B. Amendment or Termination by Consent.

i. This Environmental Covenant may be amended or terminated in writing by the Owner and the MDA. If an interest in real property is subject to this Environmental Covenant, the interest is not affected by an amendment of the Environmental Covenant unless the current owner of the interest consents to the amendment or has waived in the Environmental Covenant or other signed record the right to consent to the amendment.

ii. The Grantor of this Environmental Covenant agrees that, upon conveying fee title to the Property to any other person, the Grantor waives the right to consent to amendment or termination of this Environmental Covenant.

C. Termination, Reduction of Burden, or Modification by MDA.

The MDA may terminate, reduce the burden of, or modify this Environmental Covenant as provided in Minn. Stat. § 114E.40.

11. Disclosure in Property Conveyance Instruments.

Notice of this Environmental Covenant, and the Activity and Use Limitations and Compliance Reporting Requirements set forth in Paragraphs 7 and 19 of this Environmental Covenant, 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>. The notice shall be substantially in the following form:

THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL COVENANT UNDER MINN. STAT. CH. 114E, DATED _____, RECORDED IN THE OFFICIAL PROPERTY RECORDS OF _____ COUNTY, MINNESOTA AS DOCUMENT NO. _____.

12. Recording and Notice of Environmental Covenant, Amendments and Termination.

A. The Original Environmental Covenant.

Within 30 days after the MDA executes and delivers to Grantor this Environmental Covenant, the Grantor shall record this Environmental Covenant in the office of the County Recorder or Registrar of Titles of Ramsey County.

B. Termination, Amendment or Modification.

Within 30 days after MDA executes and delivers to Owner any termination, amendment or modification of this Environmental Covenant, the Owner shall record the amendment, modification, or notice of termination of this Environmental Covenant in the office of the County Recorder or Registrar of Titles of Ramsey County.

C. Providing Notice of Covenant, Termination, Amendment or Modification.

Within 30 days after recording this Environmental Covenant, the Grantor shall transmit a copy of the Environmental Covenant in recorded form to:

- i. each person that signed the covenant or their successor or assign;
- ii. each person holding a recorded interest in the Property;
- iii. each person in possession of the Property;
- iv. the environmental officer of each political subdivision in which the Property is located; and
- v. any other person the environmental agency requires.

Within 30 days after recording a termination, amendment, or modification of this Environmental Covenant, the Owner shall transmit a copy of the document in recorded form to the persons listed in items i to iv above.

13. Notices To Grantor, Holder, and Environmental Agency.

A. Manner of Giving Notice.

Any notice required or permitted to be given under this Environmental Covenant is given in accordance with this Environmental Covenant if it is placed in United States first class mail postage prepaid; or deposited cost paid for delivery by a nationally recognized overnight delivery service; or transmitted by facsimile or email if followed by mailed notice or overnight delivery as above required.

B. Notices to the Grantor.

Notices to the City of Saint Paul shall be directed to:

Bruce Engelbrekt, Real Estate Manager
Office of Financial Services-Real Estate Section
City of Saint Paul
25 W. 4th Street, Suite 1000
Saint Paul, MN 55102
Bruce.engelbrekt@ci.stpaul.mn.us

C. Notices to the Holder and Grantee, Bayer CropScience, Inc.

Notices to the Bayer shall be directed to:

Mark Bowers, MS, CIH
Senior Remediation Manager
Bayer U.S. LLC
Public Affairs, Science, Sustainability & HSE
Remediation Management
800 N. Lindbergh Blvd.
Saint Louis, MO 63167
mark.bowers@bayer.com

With a copy to:

Molly M. Jones, Sr. Assistant General Counsel-Litigation
Bayer U.S. LLC
800 N. Lindbergh Blvd.
Saint Louis, MO 63167
molly.jones@bayer.com

D. Notices to MDA.

All notices, including reports or other documents, required to be submitted to the MDA shall reference the MDA Project Number and be submitted to:

Minnesota Department of Agriculture
Incident Response Unit, PFMD
MDA Project No. GCH 101058506
625 Robert Street North
St. Paul, MN 55155

14. Enforcement and Compliance.

A. Civil Action for Injunction or Equitable Relief.

This Environmental Covenant may be enforced through a civil action for injunctive or other equitable relief for any violation of any term or condition of this Environmental Covenant, including violation of the Activity and Use Limitations under Paragraph 7 and denial of Right of Access under Paragraph 9. Such an action may be brought by:

- i. the MDA;
- ii. a political subdivision in which the Property is located;
- iii. a person whose interest in the Property or whose collateral or liability may be affected by the alleged violation of the covenant;
- iv. a party to the covenant, including all holders; or
- v. any person to whom the covenant expressly grants power to enforce.

B. Additional Rights of Enforcement by MDA.

In addition to its authority under subparagraph A of this Paragraph 14, the MDA may enforce this Environmental Covenant using any remedy or enforcement measure authorized under UECA or other applicable law, including remedies pursuant to Minn. Stat. §§ 115.071, subds. 3 to 5, or 116.072.

C. No Waiver of Enforcement.

Failure or delay in the enforcement of this Environmental Covenant shall not be considered a waiver of the right to enforce, nor shall it bar any subsequent action to enforce, this Environmental Covenant.

D. Former Owners And Interest Holders Subject to Enforcement.

Subject to any applicable statute of limitations, an Owner, or other person holding any right, title or interest in or to the Property that violates this Environmental Covenant during the time when the Owner or other person is bound by this Environmental Covenant remains subject to enforcement with respect to that violation regardless of whether the Owner or other person has subsequently conveyed the fee title, or other right, title or interest, to another person.

E. Other Authorities of MDA Not Affected.

Nothing in this Environmental Covenant affects MDA's authority to take or require performance of response actions to address releases or threatened releases of hazardous substances or pollutants or contaminants at or from the Property, or to enforce a consent order, consent decree or other settlement agreement entered into by MDA, or to rescind or modify a liability assurance issued by MDA, that addresses such response actions.

15. Administrative Record.

Subject to the document retention policy of the MDA, reports, correspondence and other documents which support and explain the environmental response project for the Property are maintained by MDA's Agricultural Voluntary Investigation and Cleanup Program at the MDA's office at 625 Robert Street North, St. Paul, Minnesota in the file maintained for MDA project name Chipman Chemical/Hallman Oil Site, St. Paul, MN, project number GCH 101058506).

16. Representations and Warranties.

Grantor hereby represents and warrants to the MDA and any other signatories to this Environmental Covenant that, at the time of execution of this Environmental Covenant:

- A. Every fee owner of the Property has been identified;
- B. Grantor holds fee simple title to the Property which is:

free and clear of any encumbrances
- C. Grantor has authority to grant the rights and interests and carry out the obligations provided in this Environmental Covenant;
- D. Nothing in this Environmental Covenant materially violates, contravenes, or constitutes a default under any agreement, document or instrument that is binding upon the Grantor.

17. Governing Law.

This Environmental Covenant shall be governed by and interpreted in accordance with the laws of the State of Minnesota.

18. Compliance Reporting.

Bayer, on the behalf of the Owner, shall submit to MDA on an annual basis a written report confirming compliance with the Activity and Use Limitations provided in Paragraph 7 and summarizing any actions taken pursuant to Paragraph 8 of this Environmental Covenant. Reports shall be submitted on the first July 1 that occurs at least six months after the effective date of this Environmental Covenant, and on each succeeding July 1 thereafter.

By submitting the written report, Bayer makes no representations regarding the accuracy of the report.

Owner shall notify the MDA as soon as possible of any actions or conditions that would constitute a breach of the Activity and Use Limitations in Paragraph 7.

19. Notice of Conveyance of Interest in Property.

Owner shall provide written notice to MDA within 30 days after any conveyance of fee title to the Property or any portion of the Property. The notice shall identify the name and contact information of the new Owner, and the portion of the Property conveyed to that Owner.

20. Severability.

In the event that any provision of this Environmental Covenant is held by a court to be unenforceable, the other provisions of this Environmental Covenant shall remain valid and enforceable.

21. Effective Date.

This Environmental Covenant is effective on the date of acknowledgement of the signature of the MDA.

THE UNDERSIGNED REPRESENTATIVE OF THE GRANTOR REPRESENTS AND CERTIFIES THAT HE/SHE IS AUTHORIZED TO EXECUTE THIS ENVIRONMENTAL COVENANT.

IN WITNESS WHEREOF, THIS INSTRUMENT HAS BEEN EXECUTED ON THE DATES INDICATED BELOW:

FOR THE GRANTOR:

CITY OF SAINT PAUL, MINNESOTA

By: _____
Its Mayor or designee

By: _____
Its Director of Financial Services

By: _____
Its City Clerk

Approved as to form:

Assistant City Attorney

STATE OF MINNESOTA)
) ss.
COUNTY OF Ramsey)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021,
by _____, Mayor or designee, _____, Director,
Office of Financial Services and _____, City Clerk of the City of Saint Paul, a
Minnesota municipal corporation, on behalf of the municipal corporation.

Notary Public
My Commission Expires _____

WHEN RECORDED RETURN TO:

Molly M. Jones, Sr. Assistant General Counsel-Litigation
Bayer U.S. LLC
800 N. Lindbergh Blvd.
Saint Louis, MO 63167
molly.jones@bayer.com

FOR THE ENVIRONMENTAL AGENCY AND HOLDER:

MINNESOTA DEPARTMENT OF AGRICULTURE

By _____ (signature)

[Name] _____ (print)

Thom Petersen
Minnesota Department of Agriculture Commissioner

State of Minnesota)
)SS.
County of Ramsey)

 This instrument was acknowledged before me on _____, 20____, by
_____, a delegate of the Commissioner of the Minnesota Department of Agriculture, a
state agency, on behalf of the State of Minnesota.

_____(signature)
Notary Public
My Commission Expires _____

WHEN RECORDED RETURN TO:

Molly M. Jones, Sr. Assistant General Counsel-Litigation
Bayer U.S. LLC
800 N. Lindbergh Blvd.
Saint Louis, MO 63167
molly.jones@bayer.com

FOR BAYER CROPSCIENCE, INC. AS HOLDER:

By _____ (signature)

[Name] _____ (print)

State of _____)
)SS.

County of _____)

This instrument was acknowledged before me on _____, 20____, by
_____, a delegate of Bayer Crop Science, a New York corporation.

_____(signature)

Notary Public

My Commission Expires _____

WHEN RECORDED RETURN TO:

Molly M. Jones, Sr. Assistant General Counsel-Litigation
Bayer U.S. LLC
800 N. Lindbergh Blvd.
Saint Louis, MO 63167
molly.jones@bayer.com

