

FINAL
FINDING OF SUITABILITY TO TRANSFER
(FOST)
TWIN CITIES ARMY AMMUNITION PLANT
ARDEN HILLS, MINNESOTA
135 PRIMER TRACER AREA

August 2022

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LIST OF ACRONYMS AND ABBREVIATIONS

§	section
pCi/L	picocurie per liter
ACM	Asbestos-Containing Material
AHATS	Arden Hills Army Training Site
AOC	Area of Concern
AST	Aboveground Storage Tank
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act
CFR	Code of Federal Regulations
DDESB	Department of Defense Explosives Safety Board
DMM	Discarded Military Munitions
DoD	Department of Defense
EBS	Environmental Baseline Survey
ECP	Environmental Condition of Property
EE/CA	Engineering Estimate/Cost Analysis
EPA	Environmental Protection Agency
EPP	Environmental Protection Provision
ESS	Explosives Safety Submittal
FFA	Federal Facility Agreement
FIFRA	Federal Insecticide, Fungicide and Rodenticide Act
FOST	Finding of Suitability to Transfer
IRP	Installation Restoration Program
LBP	Lead-Based Paint
MEC	Munitions and Explosives of Concern
MN	Minnesota
MRS	Munitions Response Site
NEPA	National Environmental Policy Act
MPCA	Minnesota Pollution Control Agency
NGB	National Guard Bureau
NPL	National Priorities List
OU	Operable Unit
PAH	Polynuclear Aromatic Hydrocarbon
PCB	Polychlorinated Biphenyl
PTA	Primer Tracer Area
RACR	Remedial Action Completion Report
RCRA	Resource Conservation and Recovery Act
RDX	Hexahydro-1,3,5-trinitro-1,3,5-triazine
TCAAP	Twin Cities Army Ammunition Plant
TNT	2,4,6-Trinitrotoluene
TSI	Thermal System Insulation
U.S.C.	United States Code
UECA	Uniform Environmental Covenants Act
USATHAMA	U.S. Army Toxic and Hazardous Materials Agency
U.S.C.	United States Code
UST	Underground Storage Tank

**FINAL
FINDING OF SUITABILITY TO TRANSFER
(FOST)**

**Twin Cities Army Ammunition Plant
Arden Hills, Minnesota**

135 Primer Tracer Area

August 2022

1. PURPOSE

The purpose of this Finding of Suitability to Transfer (FOST) is to document the environmental suitability of certain parcels or property at the former Twin Cities Army Ammunition Plant (TCAAP) for transfer consistent with Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) Section 120(h) and Department of Defense (DOD) policy. In addition, the FOST includes the CERCLA Notice, Covenant, and Access Provisions and other Deed Provisions and the Environmental Protection Provisions (EPPs) necessary to protect human health or the environment after such transfer (Enclosure 7).

2. PROPERTY DESCRIPTION

TCAAP is located in Arden Hills, Ramsey County, Minnesota and originally comprised 2,370 acres. Highway 96 adjoins TCAAP to the south, Highways 10 and 35W to the west, Lexington Avenue to the east and County Road I to the north. The 135 Primer Tracer Area (135 PTA), hereinafter referred to as the “Property”, consists of approximately 62 acres, which includes 50 buildings/structures (Enclosure 1, Figure 2). The Property was previously used as a manufacturing facility for the production of component primers and tracing compounds associated with small caliber ammunition production. The Property is to be transferred out of Federal ownership consistent with the allowed reuse of the Property per the prescribed land use controls (industrial).

The 135 PTA is bounded to the north by National Guard Bureau (NGB) property, which includes Installation Restoration Program (IRP) Site A, with County Road I and residential properties beyond; to the east by NGB property; to the south by Parcel A of the Rice Creek Regional Trail Corridor and NGB property; and to the west by an access easement and Parcel B of the Rice Creek Regional Trail Corridor beyond. The NGB has licensed use of its property to the Minnesota NGB operating as the Arden Hills Army Training Site (AHATS). A site location map of the 135 PTA is attached (Enclosure 1, Figure 1).

3. ENVIRONMENTAL DOCUMENTATION

A determination of the environmental condition of the Property was made based upon the *Final Preliminary Assessment 135 Primer Tracer Area*, dated December 2001; *Site Inspection*

135 Primer Tracer Area, dated March 2002; *Environmental Site Assessment for 774-Acre Excess Parcel Phase I and II Report*, dated February 2003; *Summary Report for 135 Primer/Tracer Area Site Inspection Investigation*, dated January 2005; *Building Decontamination/Demolition Final Report*, dated February 2005; *Addendum Report for the Phase I and Phase II Environmental Site Assessment* dated February 2006; *Explosives Safety Submittal for Approximately 860 Acre Excess Property*, dated February 2007; *Engineering Estimate/Cost Analysis, Soil Investigations at Areas of Concern Site A, 135 Primer Tracer Area, EBS Areas*, dated November 2012; *Removal Action Completion Report for Soil Areas of Concern, 135 Primer Tracer Area, EBS Areas*, dated November 2013; *Environmental Condition of Property Report Update*, dated May 2021 and *Recertification of the Environmental Condition of Property (ECP) Report Update*, dated 17 May 2021.

The information provided is a result of a complete search of TCAAP files during the development of these environmental surveys. A complete list of documents providing information on environmental conditions of the Property is attached (Enclosure 2).

4. ENVIRONMENTAL CONDITION OF PROPERTY

The DOD Environmental Condition of Property (ECP) category for the Property is ECP Category 4.

ECP Category 4 is defined as an area or parcel of real property where release, disposal and/or migration, or some combination thereof, of hazardous substances has occurred, and all removal or remedial actions to protect human health and the environment have been taken. The environmental condition of the Property is summarized in Table 1 – Description of Property (Enclosure 3).

4.1 ENVIRONMENTAL REMEDIATION SITES

There were two remediation sites located on the Property. A summary of the environmental remediation sites on the Property is as follows: Area of Concern (AOC) #1 – polynuclear aromatic hydrocarbon (PAH)-contaminated soil and AOC #2 – PAH-contaminated soil (Enclosure 1, Figure 3). Environmental soil remediation activities have been completed on the Property to an industrial level. The Property was not remediated to levels suitable for unrestricted use. The deed will include the following land use restriction: no residential use. See *Remedial Action Completion Report for Soil Areas of Concern, Site A, 135 Primer/Tracer Area, EBS Areas* dated November 2013 for additional information. A summary of the environmental remediation sites is provided in Table 3 – Notification of Hazardous Substance Storage, Release, or Disposal (Enclosure 5).

4.2 STORAGE, RELEASE, OR DISPOSAL OF HAZARDOUS SUBSTANCES

Hazardous substances were stored for one year or more and released or disposed of on the Property in excess of reportable quantities specified in 40 CFR Part 373. All hazardous substance storage operations have been terminated on the Property. Hazardous substances were released in excess of the 40 CFR 373 reportable quantities at the following sites: AOC #1 and

AOC #2. A summary of the buildings or areas in which hazardous substances were stored for more than one year, released or disposed of in excess of 40 CFR 373 reportable quantities is provided in the Notification of Hazardous Substance Storage, Release, or Disposal in Enclosure 5. The CERCLA 120(h)(3) Notice, Description, and Covenant at Enclosure 6 will be included in the Deed.

4.3. PETROLEUM AND PETROLEUM PRODUCTS

4.3.1 UNDERGROUND AND ABOVEGROUND STORAGE TANKS (UST/AST)

- **Current UST/AST Sites** – There are no underground and no aboveground storage tank sites on the Property.
- **Former UST/AST Sites** – There is no evidence that petroleum products were stored in underground or aboveground storage tanks on the Property.

4.3.2 NON-UST/AST STORAGE, RELEASE, OR DISPOSAL OF PETROLEUM PRODUCTS

There is no evidence that non-UST/AST petroleum products in excess of 55 gallons were stored for one year or more on the Property.

4.4. POLYCHLORINATED BIPHENYLS

Transformers or potentially PCB-containing equipment were not observed on the Property in 2015 during a site inspection conducted as part of a Phase I Environmental Site Assessment (Wenck, 2015). One former pad-mounted transformer was described in historical documents but had since been removed.

4.5. ASBESTOS

There is known or presumed asbestos-containing material (ACM) in the following buildings: 44M, 125, 126, 127, 129A/B, 131, 132A/B, 135, 140A/B/C, 141A/B, 142, 143, 144A, 149A/B/C/D/E/F/G/H/I/J/K/L/M/N/O, 159, 191, 195, 196, 304, 314, 315, 327, 328, 329, 330, 338A/B/C/D, 372 and 5154. The ACM includes roof and flashing materials, building cavities including expansion joints, slab expansion joints and cavities within masonry walls and conductive flooring in Buildings 126, 127, 131, 135, 140A/B/C, 142, 143, 328 and 329. Buried asbestos-wrapped steam lines run throughout the Property.

In 1995, Federal Cartridge Company abated ACM in the following buildings: 44M, 125, 126, 127, 129A/B, 131, 132A/B, 135, 140A/B/C, 141A/B, 142, 143, 149A-O, 159, 191, 195, 196, 304, 315, 327, 328, 329, 330, 338A/B/C/D, 372, 5154 and the covered walkway. Categories of ACM removed included vinyl asbestos tile, thermal system insulation (TSI), transite siding and soil from crawl spaces. Asbestos removal in the magazine buildings consisted mainly of exterior transite, TSI and rear mechanical rooms. *See: 1994/5 Asbestos Abatement Projects Executive Summaries performed at Twin Cities Army Ammunition Plant, New Brighton,*

Minnesota (Kane and Johnson, 1995) and Asbestos Abatement Projects, Phase IV, Primer Manufacturing Areas, Volume 1 of 1 (Kane and Johnson, 1995).

An asbestos survey and abatement were conducted in 2004 prior to explosives decontamination in Buildings 129A, 135, 142, 327, 328, 329 and 330. The identified ACM included window glazing, interior window caulking, seam caulking, fan and pin adhesive, air handling unit insulation, pipe insulation, roof flashing, and sink undercoating. *See: Twin Cities Army Ammunition Plant Ramsey County, Minnesota Building Decontamination/Demolition Final Report, Appendix E (Plexus Scientific and Explosives Technologies & Services Corporation, 2005).*

Any remaining ACM that has not been removed or encapsulated will be the responsibility of the new owner in accordance with local, state and federal regulations. The deed will include an asbestos warning and covenant (Enclosure 7).

4.6 LEAD-BASED PAINT (LBP)

The following buildings are known or presumed to contain lead-based paint (LBP): 44M, 125, 126, 127, 129A/B, 131, 132A/B, 135, 140A/B/C, 141A/B, 142, 143, 144A, 149A/B/C/D/E/F/G/H/I/J/K/L/M/N/O, 159, 191, 195, 196, 304, 314, 315, 327, 328, 329, 330, 338A/B/C/D, 372 and 5154. The buildings were constructed prior to the 1978 ban on the use of LBP. It is likely that all of the buildings on the Property contain LBP based on their age. The Property was not used for residential purposes and the transferee does not intend to use the Property for residential purposes in the future. The deed will include a lead-based paint disclosure (Enclosure 7).

4.7 RADIOLOGICAL MATERIALS

There is no evidence that radioactive material or sources were stored or used on the Property.

4.8 RADON

Radon surveys were conducted in 1990 and 1991 for all occupied structures and a representative number of unoccupied structures on TCAAP. None of the structures contained radon levels exceeding the Environmental Protection Agency (EPA) residential action level of 4 picocuries per liter (pCi/L).

4.9 MUNITIONS AND EXPLOSIVES OF CONCERN (MEC)

Based on the past use of the Property for the production and warehousing of military munitions and a review of existing records and available information, there was no evidence that Munitions and Explosives of Concern (MEC) were present on the Property. The term “MEC” means military munitions that may pose unique explosives safety risks, including: (A) unexploded ordnance (UXO), as defined in 10 U.S.C. § 101(e)(5); (B) discarded military munitions (DMM), as defined in 10 U.S.C. § 2710(e)(2); or (C) munitions constituents (MC)

(e.g., TNT, RDX), as defined in 10 U.S.C. § 2710(e)(3), present in high enough concentration to pose an explosive hazard. (32 CFR § 179.3).

A summary of the munitions response site (MRS) on the Property is as follows: The 135 PTA was previously used as a manufacturing facility for the production of component primers and tracing compounds associated with small caliber ammunition production. From 2003-2007, a munitions response to MEC that was conducted on the 860-acre excess property at TCAAP removed all known or suspected explosive contamination from the structures and equipment on the Property. The Department of Defense Explosives Safety Board (DDESB) memorandum dated June 29, 2007 approved the protectiveness of the completed munitions response activities, without use restrictions related to MC. In the specific 62 acres of this FOST, there was excavation and off-site disposal of PAH contaminated soils and building decontamination for explosive residue and lead contaminated waste. These 62 acres, a subset of the 860-acre TCAAP property, did not have MEC or Munitions Constituents (MC).

A copy of the DDESB memorandum is provided in Enclosure 4. A summary of MEC discovered on the Property is provided in Table 2 – Notification of Munitions and Explosives of Concern (Enclosure 4). Given the past use of the Property, the deed will include a MEC Notice (Enclosure 7).

4.10 OTHER PROPERTY CONDITIONS

Herbicides are likely to have been used along fence lines and railroad tracks at TCAAP. Beginning in 1978, the railroad beds were sprayed with herbicides every two years. From 1951 until 1970, only Urox HX was used; beginning in 1970 Pramitol and 1,4-D were used (USATHAMA, 1978). Velpar™ herbicide was used at TCAAP from at least 1981 to 1991. The herbicide was used on the railroad track beds and roadways. Velpar™ is reported as biodegradable and as having no lasting effects.

There are no other hazardous conditions on the Property that present an unacceptable risk to human health and the environment.

5. ADJACENT PROPERTY CONDITIONS

The following conditions exist on adjacent property: New Brighton/Arden Hills Superfund Site environmental remediation sites. Some of the remediation sites are located on the AHATS and on property deeded to Ramsey County. The Army retains responsibility for the groundwater remediation of all of these sites. The presence of the remediation sites adjacent to the Property does not present an unacceptable risk to human health and the environment because the remedies are in place.

6. ENVIRONMENTAL REMEDIATION AGREEMENTS

The following environmental agreement is applicable to the Property: TCAAP Federal Facility Agreement, dated August 1987. All remediation activities on the Property required by

such agreement are complete or in place and operating properly and successfully. The EPPs will include a provision reserving the Army's right to conduct remediation activities if necessary in the future (Enclosure 7).

EPA Region 5 issued a Resource Conservation and Recovery Act (RCRA) permit (EPA Identification Number MND 000 819 268) to the Army in 2003. The permit was terminated in 2008.

7. NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) COMPLIANCE

The environmental impacts associated with the transfer of the Property have been analyzed in accordance with the National Environmental Policy Act (NEPA). The results of this analysis are documented in the *Environmental Assessment, Disposal of Twin Cities Army Ammunition Plant, Arden Hills, Minnesota, 2011*. The NEPA analysis did not require any encumbrances or conditions necessary to protect human health or the environment.

8. REGULATORY/PUBLIC COORDINATION

EPA Region 5, the MPCA and the public were notified of the initiation of this FOST. Regulatory/public comments received during the public comment period will be reviewed and incorporated, as appropriate. A copy of the regulatory/public comments and the Army response will be included at Enclosure 9.

9. FINDING OF SUITABILITY TO TRANSFER

Based on the above information, I conclude that all removal or remedial actions necessary to protect human health and the environment have been taken and the property is transferable under CERCLA section 120(h)(3). In addition, all Department of Defense requirements to reach a finding of suitability to transfer have been met, subject to the terms and conditions set forth in the attached Environmental Protection Provisions that shall be included in the deed for the property. The deed will also include the CERCLA 120(h)(3) Notice, Covenant, and Access Provisions and Other Deed Provisions. Finally, the hazardous substance notification (Enclosure 4) shall be included in the deed as required under the CERCLA Section 120(h) and DOD FOST Guidance.

Richard C. Ramsdell
Chief, BRAC Branch, Environmental Division
Installation Directorate, HQDA DCS, G-9

9 Enclosures
Encl 1 -- Figures

- Encl 2 -- List of Environmental Studies
- Encl 3 -- Table 1 - Description of Property
- Encl 4 -- Table 2 - Notification of Munitions and Explosives of Concern
DDESB Memorandum dated June 29, 2007
- Encl 5 -- Table 3 - Notification of Hazardous Substance Storage, Release, or Disposal
- Encl 6 -- CERCLA Notice, Covenant, and Access Provisions and Other Deed Provisions
- Encl 7 -- Environmental Protection Provisions
- Encl 8 -- Environmental Covenant and Easement
- Encl 9 -- Regulatory/Public Comments and Army Response

ENCLOSURE 1

FIGURES

FIGURE 1 - SITE LOCATION MAP

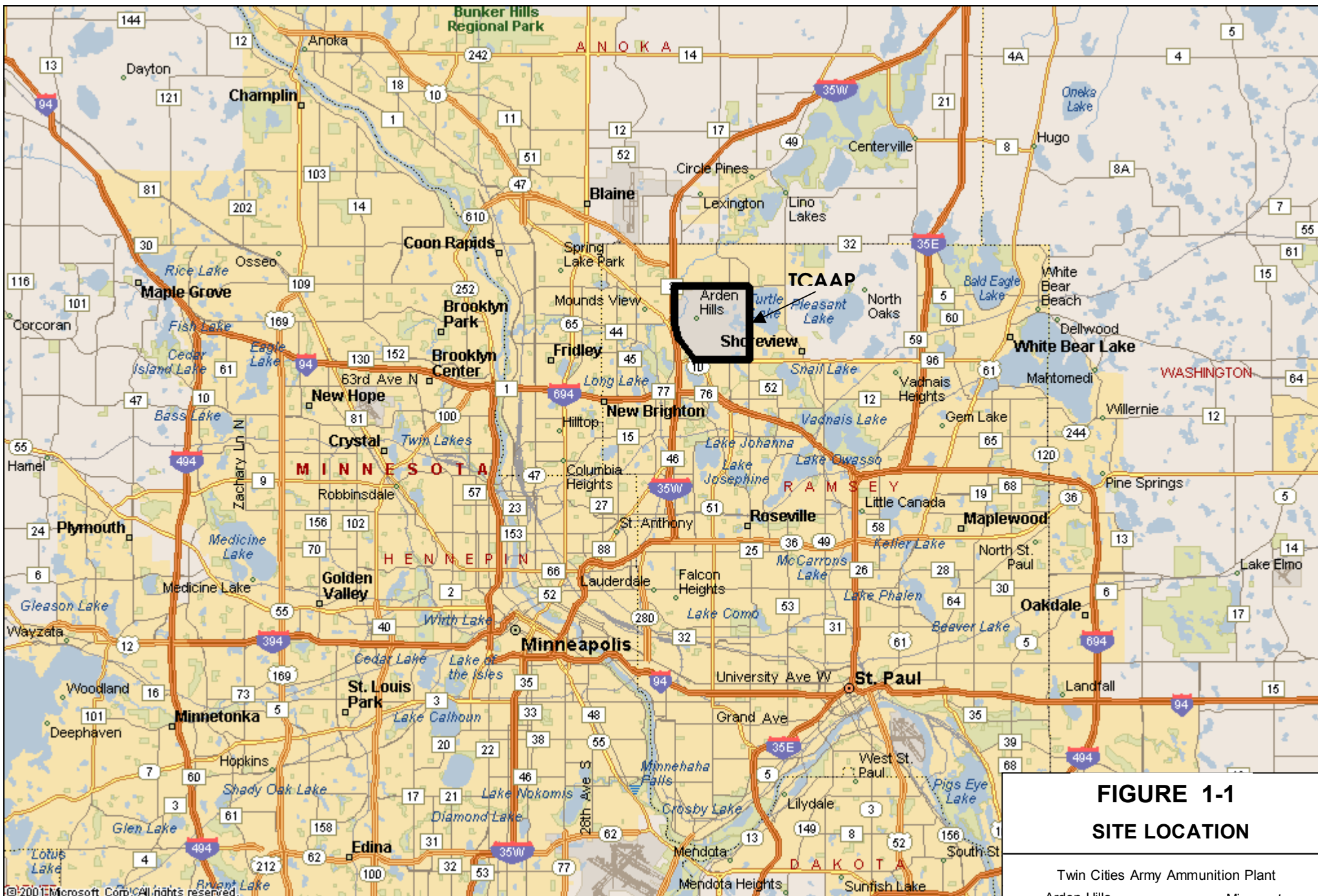



FIGURE 1-1	
SITE LOCATION	
Twin Cities Army Ammunition Plant	
Arden Hills	Minnesota
	
DATE: 11/2/02	PROJECT NO: 8060-001

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FIGURE 2 - SITE DETAIL MAP

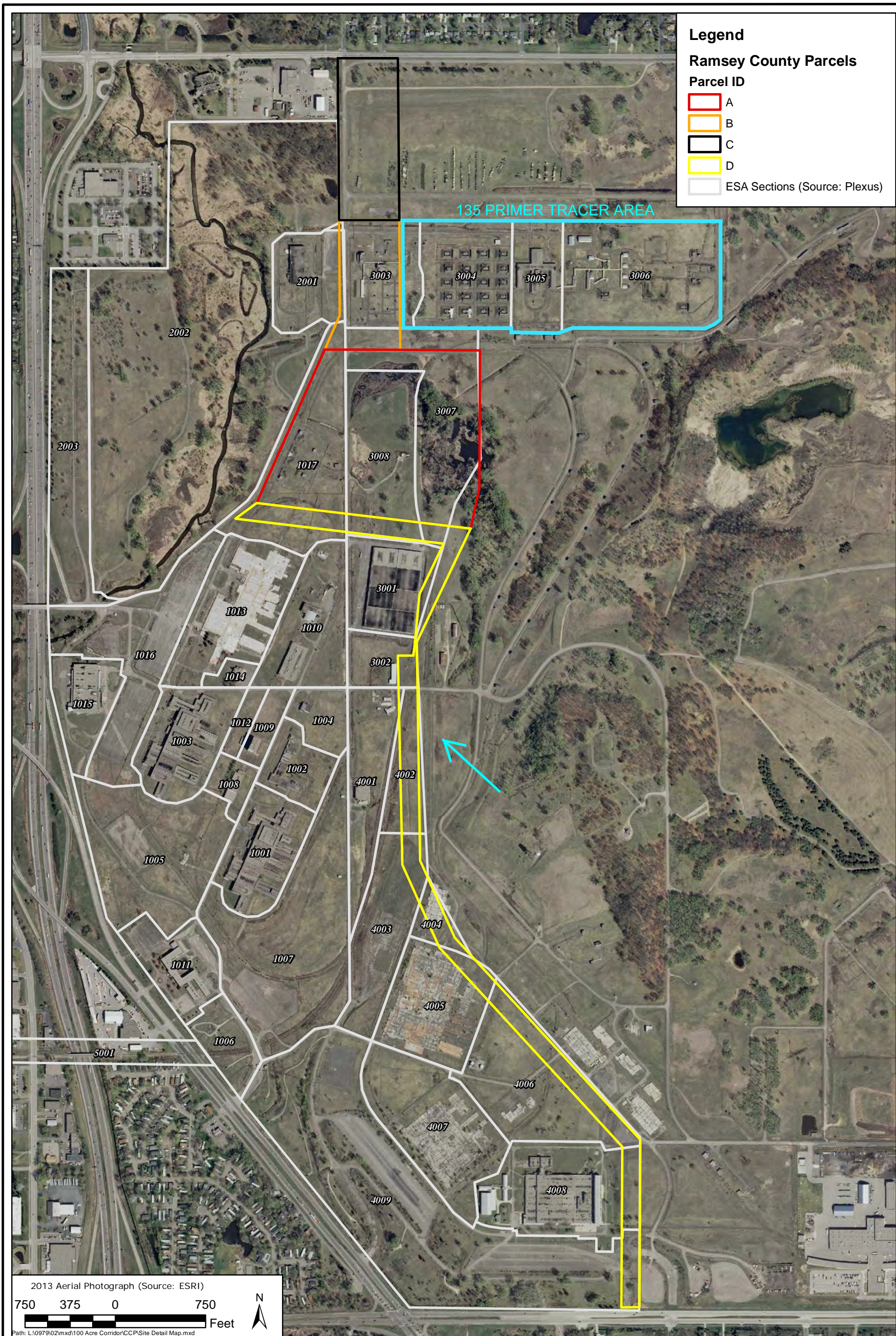


FIGURE 3 - AREAS OF CONCERN LOCATION MAP



Data presented for AOC #1 and AOC #2 represent pre-remediation concentrations.

ENCLOSURE 2
LIST OF ENVIRONMENTAL STUDIES

Alliant Techsystems, Inc., 2001. *Final Preliminary Assessment, 135 Primer Tracer Area, Twin Cities Army Ammunition Plant*. December.

Alliant Techsystems, Inc., 2002. *Site Inspection, 135 Primer/Tracer Area, Twin Cities Army Ammunition Plant, Arden Hills, Minnesota. Work Plan, Field Sampling Plan, Site Specific Health and Safety Plan*. March.

Argonne National Laboratory (Argonne), 1988a. *Installation Restoration Program: Preliminary Assessment of the Twin Cities Army Ammunition Plant*. Final. February.

Argonne, 1988b. *Installation Restoration Program: Supplement to the Preliminary Assessment*. Final. February.

Argonne, 1991. *Installation Restoration Program, Final Remedial Investigation Report for the Twin Cities Army Ammunition Plant*. April.

BAT Associates, Inc., 2011. *Environmental Assessment, Disposal of Twin Cities Army Ammunition Plant, Arden Hills, Minnesota*. Final. January 26.

Department of the Army, U.S. Army Defense Ammunition Center, 2007. *Memorandum for Record, Environmental Condition of Property (ECP) Update for Twin Cities Army Ammunition Plant (TCAAP), Arden Hills, MN*. July 10.

Department of the Army, 2012. *Action Memorandum – Non-Time Critical Removal Action for Soil Areas of Concern (Site A, 135 Primer/Tracer Area, EBS Areas), New Brighton/Arden Hills Superfund Site*. December.

Department of the Army, 2018. *New Brighton/Arden Hills Superfund Site Environmental Update, January – December 2017*. February 2.

Department of the Army, Office of the Deputy Chief of Staff, G-9, 2021. *Memorandum for Record, Environmental Condition of Property (ECP) Update for Twin Cities Army Ammunition Plant (TCAAP) 135 Primer Tracer Area (PTA)*. May 17.

Department of the Army, Office of the Deputy Chief of Staff, G-9, 2021. *Recertification of the Environmental Condition of Property (ECP) Report Update for Twin Cities Army Ammunition Plant (TCAAP) 135 Primer Tracer Area (PTA)*. May 17.

Department of Defense Explosives Safety Board, 2007. *Memorandum for Director, Defense Ammunition Center, Subject: Explosives Safety Submission (ESS) for Excess Property at Twin Cities Army Ammunition Plant (TCAAP), Arden Hills, MN*. June 29.

EnecoTech Midwest, 2005. *Summary Report for 135 Primer/Tracer Area, Site Inspection Investigation, Twin Cities Army Ammunition Plant, Arden Hills, Minnesota.* January. (Revised by Tecumseh/Wenck Installation Support Services and Alliant Techsystems, Inc.)

Explosive Technology Services Corporation, 2007. *Twin Cities Army Ammunition Plant, Arden Hills, Minnesota, Explosive Safety Submittal For Approximately 860 Acre Excess Property, Revision 3,* February.

Kane and Johnson Architects, Inc., 1995. *1994/5 Asbestos Abatement Projects Executive Summaries performed at Twin Cities Army Ammunition Plant, New Brighton, Minnesota for the United States Army.* January.

Kane and Johnson Architects, Inc., 1995. *Final Report, 1995 Asbestos Abatement Projects, Phase IV, Primer Manufacturing Area. United States Army Owner, Federal Cartridge Company Operator of Twin Cities Army Ammunition Plant, New Brighton, Minnesota 55112-5795. Volume 1 of 1.* October.

Plexus Scientific Corporation, 2003. *Environmental Site Assessment For 774-Acre Excess Parcel Phase I and Phase II Report Final, Twin Cities Army Ammunition Plant, Arden Hills, Ramsey County, Minnesota.* February.

Plexus Scientific Corporation, 2003. *Twin Cities Army Ammunition Plant, Arden Hills, Minnesota, 3X Building Assessments, Final Report, Revision 1.* July.

Plexus Scientific Corporation and Explosive Technologies and Services Corporation (ETSC), 2005. *Twin Cities Army Ammunition Plant, Ramsey County, Minnesota, Building Decontamination/Demolition. Final Report.* February.

Tecumseh/Wenck Installation Support Services, 2005. *Addendum Report for Phase I and Phase II Environmental Site Assessment, Twin Cities Army Ammunition Plant.* May.

Tecumseh/Wenck Installation Support Services, 2005. *Installation Restoration Program, Twin Cities Army Ammunition Plant, Quality Assurance Project Plan, Removal of Contaminated Sediment at the 135 Primer/Tracer Area Stormwater Outfall, Revision 2.* October 11.

United States Department of the Army, 2020. *Land Use Control Remedial Design Report, New Brighton/Arden Hills Superfund Site (Revision 6).* October.

U.S. Army, 2012. *Action Memorandum – Non-Time Critical Removal Action for Soil Areas of Concern (Site A, 135 Primer/Tracer Area, EBS Areas), New Brighton/Arden Hills Superfund Site.* December.

U.S. Army Hazardous and Toxic Materials Agency (USATHAMA), 1978. *Installation Assessment of Twin Cities Army Ammunition Plant, Report No. 129, USATHAMA 0017-01-18, Aberdeen Proving Ground, Md.,* October.

United States Environmental Protection Agency Region V and the Minnesota Pollution Control Agency, 1987. *In the Matter Of: The U.S. Department of Defense's Twin Cities Army Ammunition Plant, Arden Hills, Minnesota and Impacted Environs, Federal Facility Agreement Under CERCLA Section 120, Administrative Docket No: [left blank]*.

United States Environmental Protection Agency Region V, 2014. *Record of Decision Amendment #5 for Operable Unit 2 (OU2), New Brighton/Arden Hills Superfund Site.*, March.

Wenck Associates, Inc. (Wenck), 1997. *Installation Restoration Program Twin Cities Army Ammunition Plant, Comprehensive Unexploded Ordnance Compilation Report, Volume I.* Final Report. June.

Wenck, 1997. *Installation Restoration Program Twin Cities Army Ammunition Plant, Comprehensive Unexploded Ordnance Compilation Report, Volume II.* Final Report. June.

Wenck, 2012. *Quality Assurance Project Plan for Engineering Evaluation/Cost Analysis Soil Investigations, Site A – AOCs, 135 Primer/Tracer Area – AOCs, EBS – AOCs, New Brighton/Arden Hills Superfund Site, Revision 2.* January 6.

Wenck, 2012. *Engineering Evaluation/Cost Analysis, Soil Investigations at Areas of Concern, Site A, 135 Primer/Tracer Area, EBS Areas, New Brighton/Arden Hills Superfund Site.* Final Report. November.

Wenck, 2013. *Removal Action Work Plan, Soil Areas of Concern, Site A, 135 Primer/Tracer Area, EBS Areas, New Brighton/Arden Hills Superfund Site.* Final Report. March.

Wenck, 2013. *Removal Action Completion Report for Soil Areas of Concern, Site A, 135 Primer/Tracer Area, EBS Areas, New Brighton/Arden Hills Superfund Site.* Final Report. November.

Wenck, 2015. *Phase I Environmental Site Assessment, Primer Tracer Area 135, (Portions of the Twin Cities Army Ammunition Plant), Township 30 North, Range 23 West, Section 9 and 16, Arden Hills, Minnesota.* November.

ENCLOSURE 3

TABLE 1 - DESCRIPTION OF PROPERTY

Property Description	Plexus Section	Condition Category	Remedial Actions
<p>135 Primer Tracer Area (~62 acres), including Buildings 44M, 125, 126, 127, 129A/B, 131, 132A/B, 135, 140A/B/C*, 141A/B*, 142*, 143*, 144A, 149A/B/C/D/E/F/G/H/I/J/K/L/M/N/O*, 159, 191, 195, 196, 304, 314, 315, 327, 328, 329, 330, 338A/B/C/D, 372, 5154 and several enclosed walkways east of Building 135</p> <p>*Denotes magazine storage building with associated earthen berm and barricades.</p>	<p>Eastern portion of 3003, 3004, 3005 and 3006</p>	<p>4</p>	<p>Mid-1980s – Sanitary sewer lines inspected via video camera and sumps cleaned out. 1996 – Limited soil sampling conducted for a relative risk site evaluation score. 2001 – Preliminary assessment conducted including video camera inspection survey. Recommended a site inspection. EPA and MPCA concurred on November 1, 2001. 2002 – EPA and MPCA concurred on a Draft Site Inspection: Work Plan, Field Sampling Plan and Safety Plan on May 30, 2002. Site inspection investigation conducted (50 soil borings, soil and groundwater samples at sumps, stormwater and sanitary sewer system locations, former building pads, shallow groundwater and miscellaneous locations). PAH-contaminated soil identified at AOC #1 and AOC #2. No further groundwater investigation warranted. 2005 – Summary report documenting the SI prepared. EPA and MPCA concurred on January 14, 2005. 2012 – Engineering evaluation/cost analysis (EE/CA), which included additional sampling of PAH-contaminated soil and action memorandum prepared. Soil removal was selected remedy. EPA and MPCA concurred with the EE/CA on November 1, 2012. The recommended remediation goals were the lower of the MPCA industrial soil reference values and Tier 1 soil leaching values. The constituents of concern were carcinogenic PAHs (cPAH; BaP equivalent) and naphthalene in AOC #1 and cPAH (BaP equivalent) in AOC #2. 2013 – EPA and MPCA concurred with the removal action</p>

TABLE 1 - DESCRIPTION OF PROPERTY (Continued)

Property Description	Plexus Section	Condition Category	Remedial Actions
			<p>work plan on March 18, 2013. Soil removal and disposal (50 cubic yards) completed. EPA and MPCA concurred with the Remedial Action Completion Report (RACR) on November 15, 2013. FY14 – Response Complete achieved for soil. 2014 – ROD Amendment #5 for OU2 documented the use of soil LUCs as part of the final selected remedy at the soil areas of concern at the 135 PTA. 2019 – EPA Region 5 delisted all soil and five aquatic sites within OU2 from the NPL on September 23, 2019. 2020 – MPCA removed soil and surface water at TCAAP from the State’s Superfund list on May 1, 2020. The ROD for the OU2 includes a Groundwater restriction due to the property surrounding the 135 Primer Tracer Area.</p> <p>The performance of industrial (non-residential) operations at this site in accordance with the Deed Restrictions will not pose an unacceptable risk to human health.</p>

Category 1: Areas where no release or disposal of hazardous substances or petroleum products has occurred. (including no migration of these substances from adjacent areas).

Category 2: Areas where only release or disposal of petroleum products has occurred.

Category 3: Areas where release, disposal, and/or migration of hazardous substances has occurred, but at concentrations that do not require a removal or remedial response.

Category 4: Areas where release, disposal, and/or migration of hazardous substances has occurred, and all removal or remedial actions to protect human health and the environment have been taken.

ENCLOSURE 4

TABLE 2 - NOTIFICATION OF MUNITIONS AND EXPLOSIVES OF CONCERN (MEC)

Site	Type of MEC	Date of MEC Activity	Munitions Response Actions
135 Primer Tracer Area	Primer and tracer manufacture and storage	1942 – 1994	1982 – All manholes and sewer lines at 135 PTA inspected. 1986 – Sump inspection conducted and sumps cleaned. 2003-2005 – Buildings, equipment and sewers previously impacted by energetics were evaluated, decontaminated or demolished to 5X status. 2007 – DDESB provided final approval for MEC response, without use restrictions, on June 29, 2007. Buildings 133A/B/C/D, 134A/B/C/D, 154 and 193A/B demolished.
<p><u>Munitions and Explosives of Concern (MEC)</u>. This term, which distinguishes specific categories of military munitions that may pose unique explosives safety risks, means: (A) Unexploded Ordnance (UXO), as defined in 10 U.S.C. § 101(e)(5); (B) Discarded military munitions (DMM), as defined in 10 U.S.C. § 2710(e)(2); or (C) Munitions constituents (e.g., TNT, RDX), as defined in 10 U.S.C. § 2710(e)(3), present in high enough concentrations to pose an explosive hazard.</p>			

Note: The Department of Defense Explosives Safety Board (DDESB) reviewed an Explosives Safety Submittal (ESS) that identified the munitions response activities that the Army completed at the Property. The DDESB’s approval of the protectiveness of the completed munitions response activities, without use restrictions related to MC, is documented in a memorandum dated June 29, 2007.

ENCLOSURE 5

TABLE 3 - NOTIFICATION OF HAZARDOUS SUBSTANCE STORAGE, RELEASE, OR DISPOSAL

Property Description	Plexus Section	Name of Hazardous Substance	Date of Storage, Release, or Disposal	Remedial Actions
135 Primer Tracer Area	3005 and 3006	PAHs	1942 – 1994	2013 – Action memorandum (decision document) approved and 50 cubic yards of contaminated soil exceeding MPCA industrial SRV removed and disposed offsite. Response complete achieved in FY2014. The performance of industrial operations (non-residential) at this site in accordance with the Deed Restrictions will not pose an unacceptable risk to human health.

Note: The dates listed under Date of Storage, Release, or Disposal represent the operational life of the building.

ENCLOSURE 6

CERCLA NOTICE, COVENANT, AND ACCESS PROVISIONS AND OTHER DEED PROVISIONS

The following CERCLA Notice, Covenant, and Access Provisions along with the Other Deed Provisions, will be placed in the deed to ensure protection of human health and the environment and to preclude any interference with ongoing or completed remediation activities.

I. Property Covered by Notice, Description, Access Rights, and Covenants Made Pursuant to Section 120(h)(3)(A) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)).

For the 135 Primer Tracer Area (135 PTA), the Grantor provides the following notice, description, and covenants and retains the following access rights:

A. Notices Pursuant to section 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(I) and (II)):

Pursuant to Section 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(I) and (II)), available information regarding the type, quantity, and location of hazardous substances and the time at which such substances were stored, released, or disposed of, as defined in section 120(h), is provided in Exhibit ___ [Table 2 – Hazardous Substance, Storage, Release and Disposal], attached hereto and made a part hereof.

B. Description of Remedial Action Taken, If Any, Pursuant to Section 120(h)(3)(A)(i)(III) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(III)).

Pursuant to section 120(h)(3)(A)(i)(III) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(III)), a description of the remedial action taken, if any, on the 135 Primer Tracer Area is provided in Exhibit ___ [Enclosure 4 – Hazardous Substance, Storage, Release and Disposal], attached hereto and made a part hereof.

C. Covenant Pursuant to Section 120(h)(3)(A)(ii) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §9620(h)(3)(A)(ii) and (B)).

Pursuant to section 120(h)(3)(A)(ii) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §9620(h)(3)(A)(ii) and (B)), the United States warrants that –

(a) All remedial action necessary to protect human health and the environment with respect to any hazardous substance identified pursuant to section 120(h)(3)(A)(i)(I) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 remaining on the 135 Primer Tracer Area has been taken before the date of this deed, and

(b) Any additional remedial action found to be necessary after the date of this deed shall be conducted by the United States.

D. Access Rights Pursuant to Section 120(h)(3)(A)(iii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(iii)).

A. The United States retains and reserves a perpetual and assignable easement and right of access on, over, and through the Property, to enter upon the Property in any case in which an environmental response or corrective action is found to be necessary on the part of the United States, without regard to whether such environmental response or corrective action is on the Property or on adjoining or nearby lands. Such easement and right of access includes, without limitation, the right to perform any environmental investigation, survey, monitoring, sampling, testing, drilling, boring, coring, testpitting, installing monitoring or pumping wells or other treatment facilities, response action, corrective action, or any other action necessary for the United States to meet its responsibilities under applicable laws and as provided for in this instrument. Such easement and right of access shall be binding on the grantee and its successors and assigns and shall run with the land.

B. In exercising such easement and right of access, the United States shall provide the grantee or its successors or assigns, as the case may be, with reasonable notice of its intent to enter upon the Property and exercise its rights under this clause, which notice may be severely curtailed or even eliminated in emergency situations. The United States shall use reasonable means to avoid and to minimize interference with the grantee's and the grantee's successors' and assigns' quiet enjoyment of the Property. At the completion of work, the work site shall be reasonably restored. Such easement and right of access include the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the Property at a reasonable charge to the United States. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will be due the grantee or its successors and assigns, for the exercise of the easement and right of access hereby retained and reserved by the United States.

C. In exercising such easement and right of access, neither the grantee nor its successors and assigns, as the case may be, shall have any claim at law or equity against the United States or any officer, employee, agent, contractor of any tier, or servant of the United States based on actions taken by the United States or its officers, employees, agents, contractors of any tier, or servants pursuant to and in accordance with this clause: Provided, however, that nothing in this paragraph shall be considered as a waiver by the grantee and its successors and assigns of any remedy available to them under the Federal Tort Claims Act.

II. "AS IS"

A. The Grantee acknowledges that it has inspected or has had the opportunity to inspect the Property and accepts the condition and state of repair of the subject Property. The Grantee understands and agrees that the Property and any part thereof is offered "AS IS" without any representation, warranty, or guaranty by the Grantor as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose(s) intended by the Grantee, and no claim for allowance or deduction upon such grounds will be considered.

B. No warranties, either express or implied, are given with regard to the condition of the Property, including, without limitation, whether the Property does or does not contain asbestos or lead-based paint. The Grantee shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any asbestos, lead-based paint, or other conditions on the Property. The failure of the Grantee to inspect or to exercise due diligence to be fully informed as to the condition of all or any portion of the Property offered, will not constitute grounds for any claim or demand against the United States.

C. Nothing in this “As Is” provision will be construed to modify or negate the Grantor’s obligation under the CERCLA Covenant or any other statutory obligations.

III. HOLD HARMLESS

A. The Grantee, its successors and assigns, covenant and agree to indemnify and hold harmless the Grantor, its officers, agents, and employees from (1) any and all claims, damages, judgments, losses, and costs, including fines and penalties, arising out of the violation of the NOTICES, USE RESTRICTIONS, AND RESTRICTIVE COVENANTS in this Deed by the Grantee, its successors and assigns, and (2) any and all claims, damages, and judgments arising out of, or in any manner predicated upon, exposure to asbestos, lead-based paint, or other condition on any portion of the Property after the date of conveyance.

B. The Grantee, for itself, its successors and assigns, covenants and agrees that the Grantor shall not be responsible for any costs associated with modification or termination of the covenants, conditions, and restrictions in this deed including, without limitation, any costs associated with additional investigation or remediation of asbestos, lead-based paint, mold, pesticides, PCBs, or other condition on the Property.

C. Nothing in this “Hold Harmless” provision shall be construed to modify or negate the Grantor’s obligations under the “Covenant Pursuant to Section 120(h)(3)(A)(ii) and B of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(ii) and (B))” or any other statutory obligations.

IV. POST-TRANSFER DISCOVERY OF CONTAMINATION

A. If an actual or threatened release of a hazardous substance is discovered on the Property after the date of the conveyance herein, Grantee, its successors or assigns, shall be responsible for such release or threatened release of such newly discovered hazardous substance unless Grantee, its successors or assigns is able to demonstrate that such release or threatened release of a hazardous substance was due to Grantor’s activities, use, or ownership of the Property. If the Grantee, or its successors or assigns believe the newly discovered hazardous substance is due to Grantor’s activities, use or ownership of the Property, the Grantee, or its successors or assigns shall immediately secure the site and notify the Grantor of the existence of the hazardous substance, and the Grantee, or its successors or assigns shall not further disturb or allow the disturbance of such hazardous substance without the written permission of the Grantor.

B. The Grantee, for itself, its successors and assigns, as part of the consideration for the conveyance of the Property, hereby releases Grantor from any liability or responsibility for any claims arising solely out of the release or threatened release of any hazardous substance on the Property occurring after the date of conveyance herein, where such hazardous substance was placed on the Property by the Grantee, or its successors, assigns, employees, invitees, agents or contractors, after the date of the conveyance herein. This “Post-Transfer Discovery of Contamination” provision shall not affect the Grantor’s responsibilities to conduct response actions or corrective actions that are required by applicable laws, rules and regulations, or the Grantor’s obligations under the “Covenant Pursuant to Section 120(h)(3)(A)(ii) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(ii) and (B)).

V. ENVIRONMENTAL PROTECTION PROVISIONS

The Environmental Protection Provisions are at Enclosure 7, which is attached hereto and made a part hereof. The Grantee shall neither transfer the property, lease the property, nor grant any interest, privilege, or license whatsoever in connection with the property without the inclusion of the

Environmental Protection Provisions contained herein, and shall require the inclusion of the Environmental Protection Provisions in all further deeds, easements, transfers, leases, or grant of any interest, privilege, or license.

ENCLOSURE 7

ENVIRONMENTAL PROTECTION PROVISIONS

The following conditions, restrictions and notifications will be attached, in a substantially similar form, as an exhibit to the deed and be incorporated therein by reference in order to ensure protection of human health and the environment.

1. FEDERAL FACILITY AGREEMENT

The Grantor acknowledges that the Property, which is a part of a former plant used in the manufacturing of small caliber ammunition known as the Twin Cities Army Ammunition Plant (TCAAP), has been identified as a National Priorities List (NPL) site under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) of 1980, as amended. The Grantee acknowledges that the Grantor has provided it with a copy of the TCAAP Federal Facility Agreement (FFA) dated August 1987. For so long as the Property remains subject to the FFA, the Grantee, its successors and assigns, agree that they will not interfere with United States Department of the Army activities required by the FFA. In addition, should any conflict arise between the FFA and any amendment thereto and the deed provisions, the FFA provisions will take precedence. The Grantor assumes no liability to the Grantee, its successors and assigns, should implementation of the FFA interfere with their use of the Property.

2. LAND USE RESTRICTIONS

A. The United States Department of the Army has undertaken careful environmental study of the Property and concluded that the land use restrictions set forth below are required to ensure protection of human health and the environment. The Grantee, its successors or assigns, shall not undertake nor allow any activity on or use of the property that would violate the land use restrictions contained herein.

(1) Residential Use Restriction. The Grantee, its successors and assigns, shall use the Property solely for commercial or industrial activities and not for residential purposes. For purposes of this provision, residential use includes, but is not limited to, single family or multi-family residences; childcare facilities; and nursing home or assisted living facilities; and any type of educational purpose for children/young adults in grades kindergarten through 12.

(2) Groundwater Restrictions. Grantee is hereby informed and acknowledges that the Grantee, its successors and assigns, shall not access or use groundwater underlying the Property for any purpose without the prior written approval of United States Department of the Army, the U.S. Environmental Protection Agency and the Minnesota Pollution Control Agency. For the purpose of this restriction, "ground water" shall have the same meaning as in section 101(12) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA). Further, there are blanket land use controls (LUCs) issued for groundwater in Operable Unit 2 (OU2) per the *Land Use Control Remedial Design Report, Revision 6* that:

a) Restrict well installation without prior approval of any well that withdraws water from a contaminated aquifer, so as to prevent unacceptable human exposure and prevent interference with the hydraulic performance of the groundwater remedies. Wells must first be

approved by the U.S. Army, Minnesota Department of Health, Minnesota Pollution Control Agency and the U.S. Environmental Protection Agency. Wells or other devices that do not withdraw water (e.g., geothermal heat exchangers) are not restricted.

(3) Soil Restriction. Grantee is hereby informed and acknowledges that there is a blanket LUC issued for soil in OU2 per the *Land Use Control Remedial Design Report, Version 6 dated October 2020* to prevent exposure to contaminated soil at levels that pose an unacceptable risk to human health. Soil underlying the Property containing polycyclic aromatic hydrocarbons (PAH) was excavated to achieve an industrial cleanup level. Soil LUCs are required because these areas were not remediated to levels that allow unlimited use or unrestricted exposure.

B. Modifying Restrictions. Nothing contained herein shall preclude the Grantee, its successors or assigns, from undertaking, in accordance with applicable laws and regulations and without any cost to the Grantor, such additional action necessary to allow for other less restrictive use of the Property. Prior to such use of the Property, Grantee shall consult with and obtain the approval of the Grantor, and, as appropriate, the State or Federal regulators, or the local authorities. Upon the Grantee's obtaining the approval of the Grantor and, as appropriate, state or federal regulators, or local authorities, the Grantor agrees to record an amendment hereto. This recordation shall be the responsibility of the Grantee and at no additional cost to the Grantor.

C. Submissions. The Grantee, its successors and assigns, shall submit any requests to modifications to the above restrictions to Grantor and EPA/MPCA by first class mail, postage prepaid, addressed as follows:

a. Grantor –

Department of the Army
Office of the Deputy Chief of Staff, G-9
Environmental Division (DAIN-ISE)
2530 Crystal Drive (Taylor Building), Room 1400
Arlington, Virginia 22202-3940
Phone: (703) 371-6785
Email: thomas.a.lineer.civ@army.mil

b. EPA/State Regulator –

Environmental Protection Agency, Region 5
Ralph H. Metcalfe Federal Building
77 West Jackson Boulevard (SR-6J)
Chicago, Illinois 60604
Phone: (312) 886-6943
Email: patel.viral@epa.gov

Minnesota Pollution Control Agency
Remediation Division
520 Lafayette Road North
Saint Paul, Minnesota 55155
Phone: (651) 757-2691
Email: brigitte.hay@state.mn.us

3. NOTICE OF THE POTENTIAL PRESENCE OF MUNITIONS AND EXPLOSIVES OF CONCERN (MEC)

A. The Grantee is hereby notified that due to the former use of the Property as a military installation, the Property may contain munitions and explosives of concern (MEC). The term MEC means specific categories of military munitions that may pose unique explosives safety risks and includes: (1) Unexploded ordnance (UXO), as defined in 10 U.S.C. §101(e)(5); (2) Discarded military munitions (DMM), as defined in 10 U.S.C. §2710(e)(2); or (3) Munitions constituents (e.g., TNT, RDX), as defined in 10 U.S.C. §2710(e)(3), present in high enough concentrations to pose an explosive hazard.)

B. The Property was previously used for the production of component primers and tracing compounds associated with small caliber ammunition production, storage of containerized explosives or self-contained explosive items present in fuzes and mine detonating devices, and open burn/disposal. Buildings, equipment and sewers that were previously impacted by energetics were evaluated, decontaminated or demolished to 5X status from 2003 to 2007. The Department of Defense Explosives Safety Board (DDESB) approved an Explosives Safety Submission (ESS) for the Army's munitions response activities, without use restrictions related to MC, per memorandum dated June 29, 2007. A summary of MEC discovered on the Property is provided in Exhibit __ [Include FOST Enclosure 4 – Notification of Munitions and Explosives of Concern (MEC) as a deed exhibit.]

C. The Grantor represents that, to the best of its knowledge, no MEC is currently present on the Property. Notwithstanding the Grantor's determination, the parties acknowledge that there is a possibility that MEC may exist on the Property. If the Grantee, any subsequent owner, or any other person should find any MEC on the Property, they shall immediately stop any intrusive or ground-disturbing work in the area or in any adjacent areas and shall not attempt to disturb, remove or destroy it, but shall immediately notify the Local Police Department so that appropriate explosive ordnance disposal personnel can be dispatched to address such MEC as required under applicable law and regulations.

D. Easement and Access Rights

(1) The Grantor reserves a perpetual and assignable right of access on, over, and through the Property, to access and enter upon the Property in any case in which a munitions response action is found to be necessary, or such access and entrance is necessary to carry out a munitions response action on adjoining property. Such easement and right of access include, without limitation, the right to perform any additional investigation, sampling, testing, test-pitting,

surface and subsurface clearance operations, or any other munitions response action necessary for the United States to meet its responsibilities under applicable laws and as provided for in this Deed. This right of access shall be binding on the Grantee, its successors and assigns, and shall run with the land.

(2) In exercising this easement and right of access, the Grantor shall give the Grantee or the then record owner, reasonable notice of the intent to enter on the Property, except in emergency situations. Grantor shall use reasonable means, without significant additional cost to the Grantor, to avoid and/or minimize interference with the Grantee's and the Grantee's successors' and assigns' quiet enjoyment of the Property. Such easement and right of access include the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the property at a reasonable charge to the United States. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will be due the grantee nor its successors and assigns, for the exercise of the easement and right of access hereby retained and reserved by the United States.

(3) In exercising this easement and right of access, neither the Grantee nor its successors and assigns, as the case maybe, shall have any claim at law or equity against the United States or any officer, employee, agent, contractor of any tier, or servant of the United States based on actions taken by the United States or its officers, employees, agents, contractors of any tier, or servants pursuant to and in accordance with this Paragraph. In addition, the Grantee, its successors and assigns, shall not interfere with any munitions response action conducted by the Grantor on the Property.

E. The Grantee acknowledges receipt of the *Twin Cities Army Ammunition Plant, Arden Hills, Minnesota Explosives Safety Submittal for Approximately 860 Acre Excess Property, Revision 3* dated February 2007 and the *Department of Defense Explosives Safety Board Memorandum, Subject: Explosives Safety Submission (ESS) for Excess Property at Twin Cities Army Ammunition Plant (TCAAP), Arden Hills, MN dated June 29, 2007.*

4. NOTICE OF THE PRESENCE OF ASBESTOS AND COVENANT

A. The Grantee is hereby informed and does acknowledge that friable and non-friable asbestos or asbestos containing material (ACM) has been found on the 135 Primer Tracer Area. The Property may also contain improvements, such as buildings, facilities, equipment, and pipelines, above and below the ground, that contain friable and non-friable asbestos or ACM. The Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency have determined that unprotected or unregulated exposure to airborne asbestos fibers increases the risk of asbestos-related diseases, including certain cancers that can result in disability or death.

B. The following buildings or areas on the 135 Primer Tracer Area have been determined to contain friable asbestos: 44M, 125, 126, 127, 129A/B, 131, 132A/B, 135, 140A/B/C, 141A/B, 142, 143, 144A, 149A/B/C/D/E/F/G/H/I/J/K/L/M/N/O, 159, 191, 195, 196, 304, 314, 315, 327, 328, 329, 330, 338A/B/C/D, 372, 5154. The Grantee agrees to undertake any and all asbestos abatement or remediation in the aforementioned buildings that may be required under applicable law or regulation at no expense to the Grantor. The Grantor has agreed to transfer said buildings to the Grantee, prior to remediation or abatement of asbestos hazards, in reliance upon the Grantee's express representation and covenant to perform the required asbestos abatement or remediation of these buildings.

C. The Grantee covenants and agrees that its use and occupancy of the Property will be in compliance with all applicable laws relating to asbestos. The Grantee agrees to be responsible for any future remediation or abatement of asbestos found to be necessary on the Property to include ACM in or on buried pipelines that may be required under applicable law or regulation.

D. The Grantee acknowledges that it has inspected or has had the opportunity to inspect the Property as to its asbestos and ACM condition and any hazardous or environmental conditions relating thereto. The Grantee shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any asbestos or ACM hazards or concerns.

5. NOTICE OF THE PRESENCE OF LEAD-BASED PAINT (LBP) AND COVENANT AGAINST THE USE OF THE PROPERTY FOR RESIDENTIAL PURPOSE

A. The Grantee is hereby informed and does acknowledge that all buildings on the 135 Primer Tracer Area, which were constructed or rehabilitated prior to 1978, are presumed to contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Every purchaser of any interest in Residential Real Property on which a residential dwelling was built prior to 1978 is notified that there is a risk of exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning.

B. The Grantee covenants and agrees that it shall not permit the occupancy or use of any buildings or structures on the Property as Residential Property, as defined under 24 Code of Federal Regulations Part 35, without complying with this section and all applicable federal, state, and local laws and regulations pertaining to lead-based paint and/or lead-based paint hazards. Prior to permitting the occupancy of the Property, and specifically those structures presumed to contain lead-based paint as Grantee acknowledges in paragraph A above, where its use subsequent to sale is intended for residential habitation, the Grantee specifically agrees to perform, at its sole expense, the Army's abatement requirements under Title X of the Housing and Community Development Act of 1992 (Residential Lead-Based Paint Hazard Reduction Act of 1992).

C. The Grantee acknowledges that it has inspected or has had the opportunity to inspect the Property as to its lead-based paint content and condition and any hazardous or environmental conditions relating thereto. The Grantee shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any lead-based paint hazards or concerns.

6. PESTICIDE NOTICE AND COVENANT

A. The Grantee is hereby notified and acknowledges that registered pesticides have been applied to the Property conveyed herein and may continue to be present thereon. The Grantor and Grantee know of no use of any registered pesticide in a manner (1) inconsistent with its labeling or with the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA)(7 U.S.C. § 136, et seq.) and other applicable laws and regulations, or (2) not in accordance with its intended purpose.

B. The Grantee covenants and agrees that if the Grantee takes any action with regard to the Property, including demolition of structures or any disturbance or removal of soil that may expose, or cause a release of, a threatened release of, or an exposure to, any such pesticide, Grantee assumes all responsibility and liability therefor.

ENCLOSURE 8

ENVIRONMENTAL COVENANT AND EASEMENT

[Space above reserved for recording information]

ENVIRONMENTAL COVENANT AND EASEMENT

*Preferred ID Enter
BF# or SR#*

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 Pollution Control Agency (“MPCA”).

1. Grantor and Property description.

A. Owner and legal description of Property.

The United States of America is the fee owner of certain real property located at Ramsey County, State of Minnesota, shown on **Exhibit 1** and legally described in **Exhibit 2**, (hereinafter the “Property”).

B. Grantor.

The United States of America is 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.

3. Environmental Agency; Grantee and Holder of Environmental Covenant; acceptance of interest in real Property.

A. Environmental Agency.

The MPCA is the environmental agency with authority to approve this Environmental Covenant under UECA.

B. Grantee and Holder; acceptance of interest in Property.

The MPCA is the Grantee and Holder of the interest in real property conveyed by this Environmental Covenant. MPCA has authority to acquire an interest in real property, including an Environmental Covenant, under Minn. Stat. § 115B.17, subd. 15 for response action purposes. MPCA'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.

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 MPCA Superfund Program, Minn. Stat. § 115B.01 - 115B.20. MPCA has determined that an Environmental Covenant is needed for the Property because concentrations of various contaminants in the soil at the Property are above levels that allow for unlimited use or unrestricted exposure.

5. Statement of facts.

A. Facts about the release and response actions.

In 1941, the United States War Department, through its Department of the Army, acquired approximately four-square miles of land in Arden Hills, Minnesota and commenced construction of the Twin Cities Army Ammunition Plant ("TCAAP") with a primary mission to produce small-caliber ammunition and related materials. Production levels varied over time beginning in 1942 and ceasing in 2005. The production operations resulted in the release of hazardous substances into the environment at and from TCAAP.

In 1983, the Site was placed on the National Priorities List (NPL) as the New Brighton/Arden Hills/TCAAP Superfund Site. In 1987, the Army, U.S. Environmental Protection Agency (USEPA) and the Minnesota Pollution Control Agency (MPCA) entered into a Federal Facilities Agreement (FFA) requiring investigation and appropriate remedial action at the Site and establishing a framework for remedial action. The Record of Decision (ROD) for Operable Unit 2 (OU2) and subsequent amendments were prepared pursuant to the FFA to address particular source areas and hazardous substances or pollutants and contaminants, including, but not limited to, remediation of the soils to site-specific industrial standards.

The Property consists of 62 acres and is situated near the northern border of TCAAP. It includes the existing buildings and structures along with the utility infrastructure. The 135 PTA was utilized for raw material storage and all aspects of manufacturing for primer production and tracer mixing for use in TCAAP small-caliber ammunition production. A preliminary assessment (PA) was completed in 2001 which concluded that potential safety/environmental hazards could exist from past primary explosive compounds that might be present from potential leaks or at accumulation points in drains, traps, sumps or sewer lines at the Property. The PA recommended a Site Inspection (SI).

The initial SI sampling activities in 2002 confirmed the presence of polynuclear aromatic hydrocarbon (PAH)-contaminated soil at two Areas of Concern (AOCs) designated AOC #1 and AOC #2. Per the 2005 SI summary report, soil contamination was limited to PAHs and no further groundwater investigation was considered necessary. Additional soil sampling to define the extent of PAH-contaminated soil in the two AOCs was conducted in 2012 as part of the Engineering Evaluation/Cost Analysis (EE/CA). The EE/CA recommended excavation and offsite disposal of the contaminated soil.

The Army signed an Action Memorandum on December 18, 2012. The selected remedy included excavation of contaminated soil, stabilization (if necessary), offsite disposal of contaminated soil and land use controls based on an industrial use scenario. The recommended remediation goals were the lower of the MPCA industrial soil reference values and Tier 1 soil leaching values. The constituents of concern were carcinogenic PAHs (cPAH; BaP equivalent) and naphthalene in AOC #1 and cPAH (BaP equivalent) in AOC #2. Fifty cubic yards of contaminated soil were removed from the AOCs in 2013.

The 2013 Removal Action Completion Report concluded that since cleanup levels were based on industrial use and since soils will remain onsite that exceed residential (unrestricted) cleanup levels, land use controls (LUCs) are required for the soil AOCs to restrict land use to those uses compatible with the MPCA's industrial use category. This is documented in Record of Decision Amendment #5 for OU2. Further, since the completed remedy resulted in hazardous substances remaining onsite above levels that allow for unlimited use and unrestricted exposure, CERCLA five-year reviews will apply to the soil AOCs. The deed will include an Environmental Covenant to prohibit residential use.

The groundwater underlying the Property shall not be accessed or used for any purpose without the prior written approval of United States Department of the Army, the U.S. Environmental Protection Agency, and the Minnesota Pollution Control Agency. For the purpose of this restriction, "ground water" shall have the same meaning as in section 101(12) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA). Further, there are blanket land use controls (LUCs) issued for groundwater in Operable Unit 2 (OU2) per the *Land Use Control Remedial Design Report, Revision 6 dated October 2020* that restrict well installation without prior approval of any well that withdraws water from a contaminated aquifer, so as to prevent unacceptable human exposure and prevent interference with the hydraulic performance of the groundwater remedies. Wells must first be approved by the U.S. Army, Minnesota Department of Health, Minnesota Pollution Control Agency, and the U.S. Environmental Protection Agency. Wells or other devices that do not withdraw water (e.g., geothermal heat exchangers) are not restricted.

B. Facts constitute affidavit Under Minn. Stat. § 115B.16, subd. 2.

The facts stated in Paragraph 5.A. are stated under oath by the person signing this Environmental Covenant on behalf of the Grantor, and are intended to satisfy the requirement of an affidavit under Minn. Stat. § 115B.16, subd. 2. In the event of a material change in any facts stated in Paragraph 5.A. requiring the recording of an additional affidavit

under Minn. Stat. § 115B.16, subd. 2, the additional affidavit may be made and recorded without amending this Environmental Covenant.

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 MPCA, the Commissioner’s successor, or other person delegated by the Commissioner to act on behalf of the Commissioner.

B. “MPCA” means the Minnesota Pollution Control Agency, 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.

7. Use and Activity Limitations.

A. Use limitations. [B. Activity limitations and C. Affirmative obligations of Owner from template not included]

The Property shall not be used for residential purposes until such time that additional soil investigation and/or remediation at the Property warrants a less restrictive property use and such property use is approved by the appropriate regulatory authorities.

8. Prior MPCA approval required for activities limited under Environmental Covenant.

A. Approval procedure.

Any activity subject to limitation under Paragraphs 7.A. 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 Paragraphs 7.A., 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.

B. Emergency procedures.

Owner shall follow the procedures set forth in this Paragraph 8.B. when an emergency requires immediate excavation affecting contaminated soil or other media on the Property 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); and

iv. 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 MPCA prior to implementation of the plan, and a follow-up report must be submitted to the MPCA after implementation so that the MPCA 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 MPCA an easement to enter the Property from time to time, to inspect the Property 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 MPCA the right to take samples of environmental media such as soil, groundwater, surface water, soil vapor, and air, and to install, maintain and close borings, probes, wells or other structures necessary to carry out the sampling.

MPCA and its 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, in a manner that, to the extent possible, minimizes interruption with the activities of the authorized occupants, conditioned only upon showing identification or credentials by the persons seeking to exercise those rights. MPCA will be liable for injury to or loss of property or personal injury or death caused by any act or omission of any employee of the State of Minnesota in the performance of the work described above, under circumstances

where the State of Minnesota, if a private person, would be liable to the claimant, in accordance with Minn. Stat. § 3.736.

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 MPCA. An amendment is binding on the Owner but does not affect any other interest in the real Property unless the current owner of that interest has consented to the amendment or agreed to waive its right to consent.

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 MPCA.

The MPCA 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 Affirmative Obligations set forth in Paragraph 7 and Compliance Reporting Requirements set forth in Paragraphs 8, 18 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 RAMSEY COUNTY, MINNESOTA AS DOCUMENT NO. _____. THE ENVIRONMENTAL COVENANT INCLUDES THE FOLLOWING ACTIVITY AND USE LIMITATIONS AND AFFIRMATIVE OBLIGATIONS:

The Property shall not be used for residential purposes until such time that additional soil investigation and/or remediation at the Property warrants a less restrictive property use and such property use is approved by the appropriate regulatory authorities.

12. Recording and notice of Environmental Covenant, amendments and termination.

A. The original Environmental Covenant.

Within 30 days after the MPCA 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 MPCA 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 v above and to the Army.

13. Notices To Grantor 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 electronic mail to instcontrols.pca@state.mn.us.

B. Notices to the Grantor.

Notices to the Grantor shall be directed to:

Richard C. Ramsdell
Chief, BRAC Branch

Army Environmental Division (DAIN-ISE)
Office of the Deputy Chief of Staff, G-9
Taylor Building, 2530 Crystal Drive
Arlington, VA 22202-3934 (Express).
Phone: 703-342-6873
Email: richard.c.ramsdell2.civ@army.mil

C. Notices to MPCA.

All notices, including reports or other documents, required to be submitted to the MPCA shall reference the MPCA Preferred ID. ***Email submittal is preferred.***

Minnesota Pollution
Control Agency
Remediation Division – Institutional Controls
Coordinator
MPCA Preferred ID:
Enter BF# or SR#
520 Lafayette Road
North
Saint Paul, MN
55155
Email: instcontrols.pca@state.mn.us

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 MPCA;
- 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 MPCA.

In addition to its authority under subparagraph A of this Paragraph 14, the MPCA 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, subsds. 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 MPCA not affected.

Nothing in this Environmental Covenant affects MPCA'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 MPCA, or to rescind or modify a liability assurance issued by MPCA, that addresses such response actions.

15. Administrative record.

Subject to the document retention policy of the MPCA, reports, correspondence and other documents which support and explain the environmental response project for the Property are maintained by the MPCA Superfund Program at the MPCA's office at 520 Lafayette Road North, St. Paul, Minnesota in the file maintained for the New Brighton/Arden Hills/TCAAP Superfund Site, MPCA Preferred ID **Enter BF# or SR#**.

16. Representations and warranties.

Grantor hereby represents and warrants to the MPCA 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.

The Owner shall submit to MPCA on an annual basis a written report confirming compliance with the Activity and Use Limitations and Affirmative Obligations 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.

Owner shall notify the MPCA 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 MPCA 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 MPCA.

THE UNDERSIGNED REPRESENTATIVE OF THE GRANTOR REPRESENTS AND CERTIFIES THAT THEY ARE AUTHORIZED TO EXECUTE THIS ENVIRONMENTAL COVENANT.

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

FOR THE ENVIRONMENTAL AGENCY AND HOLDER:

MINNESOTA POLLUTION CONTROL AGENCY

By _____(signature)

Thomas Higgins, Manager
Site Remediation and
Redevelopment Section
Remediation Division
Delegate of the Commissioner of
the
Minnesota Pollution Control
Agency

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

This instrument was acknowledged before me on _____, 2022, by
Thomas Higgins, Manager of the Site Remediation and Redevelopment Section of the
Remediation Division, and a Delegate of the Commissioner of the Minnesota Pollution
Control Agency, on behalf of the Minnesota Pollution Control Agency.

_____ (signature) Notary Public

My Commissioner Expires _____

THIS INSTRUMENT WAS
DRAFTED BY AND WHEN
RECORDED RETURN TO:

[Insert name and address of person or
corporation who drafted this document]

ENCLOSURE 9

REGULATORY/PUBLIC COMMENTS AND ARMY RESPONSES

MINNESOTA POLLUTION CONTROL AGENCY

The Minnesota Pollution Control Agency (MPCA) has completed review of the subject *Draft Final Finding of Suitability to Transfer (FOST) Twin Cities Army Ammunition Plant (TCAAP) Arden Hills, Minnesota, 135 Primer Tracer Area (PTA) (Draft Final 135 PTA FOST)* dated November 2021. Comments on the Draft Final 135 PTA FOST [dated December 28, 2021] are included below.

Comment 1. Page 1, Section 2. Property Description. “The Property” is used in the first paragraph but is defined in the second paragraph. It is unclear whether the description of “The Property” in paragraph one is of TCAAP or the specific parcels to be sold. Please revise for clarity and define terms before using them.

Response: The paragraphs in Section 2 have been revised so that the term “The Property” specifically refers to the 135 PTA and not to the former TCAAP property.

Comment 2. Page 1, Section 3. Environmental Documentation. For clarity, the year of the last document should be presented in 2021 instead of the shorthand 21.

Response: The referenced year has been changed to 2021.

Comment 3. Page 2, Section 4.0 Environmental Condition of Property. Add qualifier: “...and all removal or remedial actions to protect human health and the environment have been taken, based on the current land use”.

Response: Disagree. This is statutory language and does not need a qualifier.

Comment 4. Page 2, Section 4.1 Munitions and Explosives of Concern. MPCA defers to EPA regarding the accuracy of federal citations throughout this section and the entire document.

Response: EPA Region 9 did not provide comments on this FOST for the 135 Primer Tracer Area; however, Army confirmed the accuracy of the federal citations throughout Section 4.1 and the entire document.

Comment 5. Page 3, Section 4.2 Environmental Remediation Sites.

- The term “property” should be capitalized throughout this paragraph as it refers to the defined area.

- Expand qualifier regarding land use restrictions: “The deed will include the following land use restriction: no residential or recreational activities.”

Response: Bullet 1 – Agreed. The term “property” as it refers to the 135 PTA has been capitalized throughout the document. Bullet 2 – The text has been revised to read “The deed will include the following land use restriction: no residential use.”

Comment 6. Page 3, Section 4.3 Storage, Release, or Disposal of Hazardous Substances. The term “property” should be capitalized in this paragraph and consistently throughout the document when it refers to the defined area.

Response: The term “property” as it refers to the 135 PTA has been capitalized throughout the document.

Comment 7. Page 3, Section 4.4.2 Non-UST/AST Storage, Release or Disposal of Petroleum Products. Where does the “one year or more” requirement written into this paragraph come from? Is it a federal requirement? (This requirement is also seen in the beginning of Section 4.3.)

Response: The “one year or more” language in Section 4.4.2 of the FOST is statutory language from CERCLA §120(h)(1), it is referenced in the definition section of ASTM D5756-98 and derived from Army guidance entitled “*U.S. Army Base Realignment and Closure Environmental Condition of Property Guide for BRAC 2005*” dated 9 Jun 2005. This guidance outlines requirements for preparation of an environmental condition of property report and, in response to the comment, specifically directs one to “Identify all hazardous substances/petroleum products stored for one year or more, released, or disposed on the subject property.”

Comment 8. Page 5, Section 4.10 Other Property Conditions. Add clarifications: “...There are no other known hazardous conditions on the Property that present an unacceptable risk to human health and the environment based on the current land use”.

Response: This is incorrect. We are transferring the property with LUCs. The remedy is sufficient and no qualifying language is necessary.

Comment 9. Page 5, Section 5 Adjacent Property Conditions. “There presence of the remediation sites adjacent to the property does not present an unacceptable risk to human health and the environment because ~~contamination at those sites is either under control or~~ remedies are in place.” The basic premise of this sentence is acceptable; however, the term “under control” is vague and should be deleted. Suggested deleted text is shown as stricken out above.

Response: The text has been revised as requested in the comment.

Comment 10. Page 5, Section 6 Environmental Remediation Agreements. The statutory site should read Minn. Stat. Ch. 114D (2020) – not 2010. In addition, the title and the substance of the paragraph are not consistent. Suggestion: change the title of this section to encompass the Env. Cov. As well as the Permit. (E.g. Environmental Remediation Documentation or some such title given the Covenant isn't really an "Agreement" in the sense that an FFA is.)

Response: The text referencing the Minnesota statute has been revised to change 2010 to 2020. We disagree with the inclusion of the UECA in this section altogether. This section is supposed to reference any remediation agreements, such as a Federal Facility Agreement or RCRA Order of Consent. The UECA does not currently apply and only applies after it is recorded at transfer.

Comment 11. Page 5, Section 7 NEPA Compliance. The last sentence needs clarity. Suggestion: "The NEPA analysis did not require any encumbrances or conditions necessary to protect human health or the environment."

Response: The suggested text has been inserted in Section 7 to replace the following text in the FOST: "There are no encumbrances or conditions identified in the NEPA analysis."

Comment 12. Page 5, Section 8 Regulatory/Public Coordination. MPCA requests to review another draft of this FOST after the public comment period when Army says it will incorporate public comments.

Response: Army will send MPCA a final review copy of the FOST after public comments and responses are integrated into the document prior to finalization.

Comment 13. Enclosure 1, Figure 3. For clarity, information presented on the figure should be limited to the 135-PTA. Delete Site A and EBS AOCs, these are not relevant to the FOST. There should be some mention on the figure that the data presented represents pre-cleanup conditions.

Response: Figure 3 has been revised as requested in the comment.

Comment 14. Enclosure 6. Enclosure 6 contains blank sections after the term Exhibit (i.e. Exhibit ____). This should be remedied in the draft final.

Response: "Exhibit" is a term that is reserved for and will be used in the deed. "Enclosure" is a term that is used in the FOST. Note that each "Exhibit ____" in Enclosure 6 is followed by a reference to the specific Enclosure in the FOST. Enclosure 6 will be extracted from the signed FOST in entirety and included in the deed. At that time the Exhibit number will be assigned.

Comment 15. Enclosure 6, Page 3, Section III. Hold Harmless: Just a reminder that the phrase “To the extent authorized by Minnesota law...” MUST stay in the final draft FOST.

Response: The phrase “To the extent authorized by Minnesota law...” will be not be in the final FOST because this is an internal Army/Federal document and should not be limited to state law..

Comment 16. Enclosure 7, Page 2, Section (3). Insert a date for the “Land Use Control Remedial Design Report, Version 6”. It is setting a restriction so should be titled and dated correctly so people can easily find it should they need.

Response: The text has been revised to insert October 2020 after the document name.

Comment 17. Enclosure 8, Page 1, Introduction. The proper date for UEA is 2020 (not 2010).

Response: Per Comment 18, the most recent template for the Environmental Covenant was used (See <https://www.pca.state.mn.us/waste/cleanup-guidance>.) The template does not include a date after the term “UEA” in the introductory paragraph on the first page of the template.

Comment 18. Enclosure 8. Please ensure that the most recent template was used as the base for this Env. Covenant. Although the changes aren’t dramatic from 2010, there are changes and the most recent should be used for consistency among other reasons.

Response: The current version of the template for the Environmental Covenant and Easement has been used per the 2021 Minnesota Statutes.

Comment 19. Enclosure 8, Section 4 Environmental Response Project. It indicates there are concentrations of various contaminants in the soil and groundwater at the Property; however, in the base of the FOST, it discusses only soil contamination. Please clarify and change if appropriate.

Response: Text in Enclosure 8, Section 4 has been revised to delete reference to groundwater contamination.

Comment 20. Enclosure 8, Section 5.A., Facts about the Release and Response Actions. The 2nd paragraph indicates that the Property is subject to “site-specific Army industrial standards”; however, this was not clarified in the body of the FOST or the attachments to it. The term “industrial” is not used consistently even in the last paragraph of this section. Please clarify the term and/or standard and change if appropriate.

Response: The text has been revised to clarify the soil cleanup levels (Recommended Remediation Goals) that are relevant to the Property. The following text is not relevant

and has been deleted: “A list of the site-specific Army Industrial Standards applied at the Property is attached hereto and incorporated herein by reference as **Exhibit 3** and made part of this Environmental Covenant.” Text describing the Recommended Remediation Goals have been added to Table 1 – Description of the Property.

EMAIL FROM
LYLE R. SALMELA, REM, FORMER RAB COMMUNITY CO-CHAIR
DECEMBER 15, 2021

Comment: On 12/10/21 the USGSA posted a For Sale sign for 62 acres at the TCAAP Primer Tracer Area (PTA) off of County Road I. The site is clean to Industrial Standards but needs some demolition of structures and capping. The Army is also preparing a cost/evaluation analysis for the PTA.

Kevin Lagore (617-565-5700) GSA Boston office is the project manager. They will hold a spring on-site review and have a summer 2022 Online Auction. More information will be available on www.realestatesales.gov.

An Energy Resiliency Advisory Board (ERAB) report, TCAAP Energy Integration Resiliency Framework (EIRF) was prepared by Ever-Green Energy, Burns & McDonnell, Center for Energy and Environment, and Fresh Energy on March 31,2015. That 100+ page report recommends the PTA be used for an 8+ MW PV solar array to serve the TCAAP/RCC and area, (pages 18-25).

The Army Corps of Engineers recommends the site presents a good opportunity for construction of a solar PV array. The report states that even 40 acres could generate 8 megawatts of electricity (MWe) in peak or grid outage conditions. This could account for approximately 70% of peak electric load for the area. This would help Xcel Energy and the MN Army National Guard (MNARNG) meet its net-zero goal for clean energy.

Attached are my visions for clean energy at TCAAP/RCC.

Response: Thank you for your comments.