

53MR 161 181

ASSIGNMENT OF GAS EASEMENT RIGHTS

MICHIGAN POWER COMPANY, (formerly Michigan Gas & Electric Company), a Michigan corporation, 100 Main Street, P. O. Box 367, Three Rivers, Michigan 49093, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, hereby ASSIGNS AND CONVEYS to MICHIGAN GAS COMPANY, a Michigan corporation, its successors or assigns, 100 Main Street, Three Rivers, Michigan 49093, all of its right, title and interest, as Grantee in all gas easements and rights-of-way located in Ontonagon County, Michigan, including, but not limited to the following as listed on Exhibit "A" attached hereto and incorporated herein by reference, and SUBJECT TO the terms thereof.

IN WITNESS WHEREOF, Michigan Power Company, a Michigan corporation, has caused this Assignment of Gas Easement Rights to be executed and its corporate seal to be hereunto affixed as of the 31st day of August, 1987.

Signed in the Presence of:

Lillian B. Masdea
Lillian B. Masdea

Louisa A. Zollo
LOUISA A. ZOLLO

MICHIGAN POWER COMPANY

by G. P. Maloney
G. P. Maloney
Its Vice President

by John F. Dillorenzo, Jr.
John F. Dillorenzo, Jr.
Its Secretary

(CORPORATE SEAL)

Recorded September 14 1987
at 1:30 o'clock P.M. in
Liber 53 page 161
Charlene Keen, Deputy
Register of Deeds

Page 1 of 2

STATE OF OHIO)
) ss
COUNTY OF FRANKLIN)

On this 26th day August, 1987, before me, a Notary Public in and for said County and State, personally appeared G. P. Maloney and John F. Dilorenzo, Jr., known to me to be the Vice President and Secretary respectively of Michigan Power Company, and acknowledge the execution of the foregoing Assignment of Gas Easement Rights for an on behalf of said corporation and by its authority.

(NOTARY SEAL)

Lillian B. Masdea
Lillian B. Masdea, Notary Public
State of Ohio
My commission expires: October 31, 1991

This instrument prepared by:
James J. Mollison, Lawyer
Feldman & Mollison, P.C.
4 South Lincoln Avenue
Niles, Michigan 49120

RIGHT OF WAY CONVEYANCE, OR GAS EASEMENT

City Village Township	Grantor	Date	ONTONAGON COUNTY		Brief Description
			Volume or Liber	Page	
(v) Ontonagon	Edwin W. and Violet Hawley (c)	8/27/70	35	275	Lots 1 & 2, Blk 5
	Roger and Doris McDonald	8/27/70	35	277	Lot 1, Blk 10 of Island
	J. Keith and Marcella White (c)	10/24/70	35	450	Lot 6, Blk 4
	Jay H. and Ruth A. Zimmer (c)	10/24/70	35	456	Lot 8, Blk 4
	Labyak Motor Sales (c)	10/24/70	35	452	Lot 7, Blk 4
	Elinor R. Hawley (c)	10/24/70	35	454	Lot 8, Blk 4
	Kenneth E. and Eva J. Coe (c)	10/24/70	35	458	Lot 9, Blk 4
	Mable Cane (c)	6/ 4/71	36	275	Greenland Road SW $\frac{1}{4}$, Sec. 30
	John and JoAnn Sharkey (c)	6/ 4/71	36	291	Greenland Road SW $\frac{1}{4}$, Sec. 30
	Donald and Kathleen White (c)	6/ 5/71	36	279	Greenland Road SW $\frac{1}{4}$, Sec. 30
	Harold and Ruth Killoran (c)	6/ 5/71	36	281	Greenland Road SW $\frac{1}{4}$, Sec. 30
	Marion Dobbek (c)	6/ 5/71	36	289	Greenland Road SW $\frac{1}{4}$, Sec. 30
	John and Mary Szaroletta (c)	6/ 7/71	36	273	Greenland Road SW $\frac{1}{4}$, Sec. 30
	Della Labyk (c)	6/ 7/71	36	277	Greenland Road SW $\frac{1}{4}$, Sec. 30
	Esther Broemer (c)	6/ 7/71	36	285	Greenland Road SW $\frac{1}{4}$, Sec. 30
	William and Eileen Tuomala (Land Contract Seller) and Jerry and Patricia Preiss (Land Contract Purchaser) (c)	6/ 7/71	36	287	Greenland Road SW $\frac{1}{4}$, Sec. 30

RIGHT OF WAY CONVEYANCE OR GAS EASEMENT

(c) City Village Township	<u>ONTONAGON</u> COUNTY		Volume or Liber	Page	Brief Description
	<u>Grantor</u>	<u>Date</u>			
(v) Ontonagon	Jerry and Carol Monk (C)	6/ 7/71	36	293	Greenland Road SW $\frac{1}{4}$, Sec. 30
	Joseph and Helen Obey (C)	6/ 9/71	36	299	Greenland Road SW $\frac{1}{4}$, Sec. 30
	Mary and Bertha McCanna (C)	6/10/71	36	295	Greenland Road SW $\frac{1}{4}$, Sec. 30
	Harry and Cecilia Vincent (C)	6/14/71	36	283	Greenland Road SW $\frac{1}{4}$, Sec. 30
	Jack and Jeannette Obey (C)	6/19/71	36	297	Greenland Road SW $\frac{1}{4}$, Sec. 30
	Wallace A. and Janet Marie Kempen	8/16/77	42	700	Lot 9, Blk 5
	First National Bank	8/23/77	42	702	Lots 9 & 10, Blk 5

RIGHT OF WAY CONVEYANCE OR GAS EASEMENT

City Village Township	ONTONAGON COUNTY		Volume or Liber	Page	Brief Description
	Grantor	Date			
t) Ontonagon	*Java G. and Barbara E. Westerfield	1/16/70	34	458	NE $\frac{1}{4}$, Sec. 7
	*Theodore E. and Pearl Ruuttila	1/16/70	34	462	NW $\frac{1}{4}$, Sec. 8
	*Henry A. and Winifred Routanen	1/16/70	34	460	NW $\frac{1}{4}$, Sec. 8
	*Gunnard and Violet Kyllonen	1/17/70	34	468	NW $\frac{1}{4}$, Sec. 4
	*Glen William and Irene Edsell	1/21/70	34	456	NE $\frac{1}{4}$, Sec. 7
	*Sheridan C. and Mayme M. Norman	1/20/70	34	475	NW $\frac{1}{4}$, Sec. 3
	*Donald R. and Shirely A. Pattison	1/19/70	34	473	NE $\frac{1}{4}$, Sec. 4
	*Wallace E. and Alice Kosey	1/19/70	34	477	SE $\frac{1}{4}$, Sec. 34
	*L. James and Fern M. Mattson	2/2/70	34	464	SW $\frac{1}{4}$, Sec. 4
	*Hazel R. Talikka	2/2/70	34	466	NW $\frac{1}{4}$, Sec. 4
	*Arthur W. Wilson and Bernice A. DeHut	2/10/70	34	479	Sec. 34
	*Henry F. and Carrie L. Thompson	2/11/70	34	481	Sec. 34
	*Ernest and Iila M. Backing	2/12/70	34	470	NE $\frac{1}{4}$, Sec. 4
	*Robert A. Stripe	2/12/70	34	483	NE $\frac{1}{4}$, Sec. 8
	*Kimberly Clark Co.	2/19/70	34	485	NE $\frac{1}{4}$, Sec. 4
	*Albert and Ina Macknick	2/24/70	34	452	NW $\frac{1}{4}$, Sec. 7
	*William J. and Aileen Bristol	3/ 3/70	34	454	NE $\frac{1}{4}$, Sec. 7
	*Ontonagon County Airport	3/23/70	34	491	NW $\frac{1}{4}$, Sec. 3

* the original copy of easement given to Northern Natural Gas Company

RIGHT OF WAY CONVEYANCE OR GAS EASEMENT

ONTONAGON COUNTY(c) City
Village
Township

(t) Carp Lake

<u>Grantor</u>	<u>Date</u>	<u>Volume or Liber</u>	<u>Page</u>	<u>Brief Description</u>
*Edward O. and Cathleen Niemi	1/16/70	34	440	NW $\frac{1}{4}$, Sec. 12
*Elsie Mannikko	1/19/70	34	438	NW $\frac{1}{4}$, Sec. 12
*Arthur R. and Frances M. Husch	1/20/70	34	450	NE $\frac{1}{4}$, Sec. 12
*John W. and Barbara E. Nissen	1/21/70	34	442	NW $\frac{1}{4}$, Sec. 12
*Arvo and Mayme Karttunen	1/22/70	34	446	NE $\frac{1}{4}$, Sec. 12
*Arthur E. and Viola M. Karttunen	1/26/70	34	444	NW $\frac{1}{4}$, Sec. 12
*Leo and Ella Mazurek	1/24/70	34	434	Lot 3, Sec. 7
*Leo and Ella Mazurek	1/24/70	34	436	SW $\frac{1}{4}$, Sec. 7
*Leo and Ella Mazurek (C)	11/28/70	35	530	SW $\frac{1}{4}$, Sec. 7
*John and Candace Bolo	1/26/70	34	448	NE $\frac{1}{4}$, Sec. 12
*White Pine Copper Co.	2/26/70	35	427	Sec. 4, 5, 9, 18, 19, 25 & 36
*Copper Range Co.	3/12/70	35	414	Sec. 5, 7, 8, 9, 10, 11 & 24

* The original copy of these easements were given to Northern Natural Gas Company

return to Grantee R B
Reg. #36812 \$17.00 Ind. Gr.
Register's Office } Glo.
Ontonagon County } 58 \$1.
Recorded March 16, 1970
at 11:30 o'clock A.M. in
Liber 34 Misc. records 511

EASEMENT FOR RIGHT-OF-WAY

Marion J. Brant
Deputy Register of Deeds

THIS INDENTURE, Made this 2nd day of February, A. D.,

1970, by and between the White Pine Copper Company, a Delaware corporation, duly licensed to do business within the State of Michigan, and having its principal office therein at White Pine, Michigan, whose Post Office address is P. O. Box 100, White Pine, Michigan 49971, hereinafter referred to as Grantor, party of the first part, and the UPPER PENINSULA POWER COMPANY, a Michigan corporation, having its principal office at 616 Sheldon Avenue, Houghton, Michigan 49931, hereinafter referred to as Power Company, party of the second part,

WITNESSETH, that the said Grantor, for and in consideration of the sum of one dollar (\$1.00), to it in hand paid by the said Power Company, the receipt whereof is hereby confessed and acknowledged, does by these presents grant and convey unto the said Power Company, and to its successors and assigns forever, a substation site measuring 100 feet by 100 feet and also a perpetual right-of-way and easement as now surveyed, subject to the conditions herein contained, upon, over and across the following described lands and premises situated in the County of Ontonagon in the State of Michigan, to-wit:

<u>Subdivision</u>	<u>Section</u>	<u>Township</u> <u>North</u>	<u>Range</u> <u>West</u>
NE-1/4 of NW-1/4	4	50	42
W-1/2 of W-1/2	4	50	42
W-1/2 of NW-1/4	9	50	42
SE-1/4 of NW-1/4	9	50	42
E-1/2 of SW-1/4	9	50	42
SW-1/4 of SE-1/4	9	50	42
SE-1/4 of SW-1/4	10	50	42
S-1/2 of SE-1/4	10	50	42
S-1/2 of S-1/2	11	50	42
SE-1/4 of SW-1/4	12	50	42

Together with the right, privilege and authority to enter upon said lands and premises to construct, erect, operate and maintain a substation and a line of poles, towers, structures, fixtures, wires and cables for the purpose of transmitting electric energy over, along and through said transmission line, upon,

over and across the above described lands and premises, the location of which substation and right-of-way as now surveyed are more particularly shown in red on the seven (7) sketches dated May 6, 1969 which are hereto attached and made a part hereof.

Together with the further right to cut and remove from the aforesaid lands and premises any trees, underbrush, overhanging branches or other obstructions which, by reason of their proximity thereto, may now or at any time hereafter, endanger the safety or interfere with the use of the said substation and transmission line, or with the use of said poles, towers, structures, fixtures, or wires and cables attached thereto, expressly including the right of ingress and egress to and over said above described lands and premises at any and all reasonable times for the purpose of patrolling the aforesaid substation and electric transmission line, or repairing or removing said poles, towers, structures, fixtures, wires and cables, or for doing anything convenient, useful or necessary for the enjoyment of the right-of-way and easement herein granted; also the privilege of removing at any time any or all of said improvements erected upon or over said lands and premises.

This grant and conveyance of a right-of-way and easement is further expressly made subject to the following reservations, exceptions, covenants and conditions:

(1) The said Grantor expressly saves and reserves unto itself, and to its successors and assigns forever, the right to enter in, upon and underneath said lands and premises, or any part or parts thereof, and there explore, search, dig and mine for ores or minerals and, for such purpose or purposes, to so use and occupy so much and such parts of said lands and premises and for such term of time as the said Grantor, its successors or assigns, shall deem expedient, without let, hindrance or interference by the Power Company, its successors or assigns, provided, however, that if the said Grantor, its successors or assigns, in its or

their occupancy of the surface of said lands and premises for the purpose
aforementioned, shall require that portion thereof, or any portion thereof, occupied
by said substation and line of poles, towers, structures, fixtures, wires and
cables, said Power Company, its successors or assigns, shall and will remove said
substation and line of poles, towers, structures, fixtures, wires and cables to such
other route or location upon, over and across the lands and premises of the Grantor
as shall be convenient for the said Power Company, its successors or assigns, and
as shall not interfere with the occupancy by said Grantor, its successors or assigns,
for such mining purposes.

(2) In the event said Power Company, its successors or assigns, shall
be required by the Grantor to move and/or relocate said substation and line of
poles, towers, structures, fixtures, wires and cables, it is expressly understood
the said Power Company shall be granted a similar route or location upon, over and
across the adjoining lands and premises of the Grantor, as near the first location as
the business or operations of said Grantor will permit, such new location to be
convenient for the said Power Company, its successors or assigns, and to be
approved by and acceptable to the said Grantor, its successors or assigns.

The said Power Company, for itself, its successors and assigns, by the
acceptance of this grant and conveyance of a right-of-way and easement, does hereby
covenant and agree to and with the said Grantor, its successors and assigns, that it
will so move and/or relocate its substation and line of poles, towers, structures,
fixtures, wires and cables at any time hereafter upon receiving from said Grantor,
its successors or assigns, ninety (90) days' notice in writing so to do, together with
a notice of the intention of the Grantor, its successors or assigns, to occupy the
surface of said lands and premises upon which said substation and line of poles,
towers, structures, fixtures, wires and cables shall have been first located, for the
purpose of exploring, searching, digging or mining for ores or minerals, which new

location shall likewise be subject to the terms and conditions of this indenture. Any cost or expense in connection with the removal and relocation of said substation and line of poles, towers, structures, fixtures, wires and cables shall be borne by the said Power Company, its successors and assigns.

(3) The aforesaid grant is made by the Grantor and accepted by the Grantee on the condition that the Grantee shall and will pay to the Grantor, its successors or assigns, the actual stumpage value of all merchantable size trees which shall be cut from within said right-of-way limits during the construction of said transmission line.

(4) The said Power Company further covenants and agrees to and with the said Grantor, its successors and assigns, that in the event it, or its successors or assigns, shall hereafter cut down, injure or destroy any merchantable standing timber upon the aforesaid lands or premises of the Grantor, its successors or assigns, in the operation and maintenance of said substation and transmission line, the said Power Company, its successors or assigns, so cutting down, injuring or destroying the same, shall and will pay to the Grantor, its successors or assigns, the actual stumpage value of such merchantable standing timber so cut down and/or destroyed.

(5) The said Power Company further covenants and agrees to and with the Grantor, its successors and assigns, that in the event said Power Company, its successors or assigns, shall injure or destroy any growing crops upon said lands or premises in the erection, maintenance, repair, relocation or removal of said substation and line of poles, towers, structures, fixtures, wires and cables, it or its successors or assigns, so injuring or destroying the same, shall and will pay to the Grantor, its successors or assigns, the amount of all actual damage done to said growing crops.

(6) The said Power Company, in consideration of the grant and conveyance of this right-of-way and easement does hereby for itself, its successors and assigns,

covenant, bargain and agree to and with the said Grantor, its successors and assigns, that it will and its successors and assigns, shall at all times hereafter, and forever, indemnify and save and keep harmless the said Grantor, its successors, and assigns, from and against all actions, suits, damages, liabilities, costs, judgments and losses, which shall or may at any time arise, or be brought against the said Grantor, its successors or assigns, either individually or jointly with other parties, by reason of or on account of any injury or loss or damage to any person or property sustained or suffered because of any acts, negligence or omission of said Power Company, its successors or assigns, or any of its or their agents, employees or servants, in and about the construction, maintenance, and operation of said substation and line of poles, towers, structures, fixtures, wires and cables upon, over and across the aforesaid lands and premises of said Grantor along the transmission line hereinbefore mentioned and described, and the transmission of electric energy over, along and through said line.

(7) The Grantor expressly reserves the right to cross said substation and line of poles, towers, structures, fixtures, wires and cables of said Power Company, and the location upon which the same shall be constructed, at any time or at any point, with any railroads, highway, tramways and with lines of poles or pipes for any and all purposes whatsoever of said Grantor, and to make use of the location above described for any purpose in connection with its business of mining and logging, or for any purpose whatsoever, including the right to construct and maintain or repair any railways, highways, tramways, pole lines or pipe lines for the conveyance or transmission of any commodity or service whatsoever and it also reserves the right to move across said location any buildings, machinery or such other large objects as the Grantor, its successors or assigns, may desire.

(8) This easement for a right-of-way for a substation and electric transmission line is expressly made subject to any and all existing easements for

rights-of-way for highways, railroads, telephone lines and/or telegraph lines or other easements now in force and effect, and to any and all such regulations as have been hertofore or as may hereafter be established by law with respect to the crossing of highways, railroads, telephone lines and/or telegraph lines by electric transmission lines.

TO HAVE AND TO HOLD the said rights and easements hereby granted and conveyed to the said Power Company and to its successors and assigns, forever.

This grant and easement is made upon the express condition that if at any time after such substation and line of poles, towers, structures, fixtures, wires and cables shall have been erected upon the lands and premises of the Grantor, the same shall not be used by the Power Company, its successors or assigns, as and for a substation and electric transmission line for the period of one year, the said Power Company, its successors and assigns, shall be deemed to have abandoned the same and the said Power Company, its successors and assigns, upon receiving notice or request from the said Grantor, its successors or assigns, shall thereupon promptly remove the substation and all poles, towers, structures, fixtures, wires and cables from the lands and premises of the Grantor, its successors and assigns, and shall clear away all debris and leave said lands and premises so far as possible in the same condition as before the erection of said substation and electric transmission line; and in the event the said Power Company, its successors or assigns, shall fail to remove said substation and poles, towers, structures, fixtures, wires and cables within ninety (90) days after such demand or request is made in writing by the said Grantor, its successors or assigns, and if said substation and line of poles, towers, structures, fixtures, wires and cables shall be deemed to have been abandoned for the period of one year as herein provided, the said substation and poles, towers, structures, fixtures, wires and cables then remaining upon the lands and premises of the Grantor shall thereafter become its property and may be removed from said lands and premises and disposed of as said Grantor, its successors or assigns, may determine.

This grant and easement is made upon the further express condition and agreement that the said Power Company shall and will pay any and all general property taxes that may be levied upon its substation and line of poles, towers, structures, fixtures, wires and cables or upon the property of the Grantor by reason of the substation and line of poles, towers, structures, fixtures, wires and cables of the Power Company having been erected thereon, and in the event such taxes shall be assessed against the said Grantor, its successors or assigns, and are paid by the said Grantor or its successors or assigns, the said Power Company, its successors or assigns, shall immediately reimburse the said Grantor, its successors or assigns, for such taxes upon demand.

IN WITNESS WHEREOF the said Grantor has caused this instrument to be executed in its behalf by its Executive Vice President and Assistant Secretary, hereunto duly authorized, and its corporate seal to be hereto affixed, and the said Power Company has also caused this instrument to be executed in its behalf by its President and Secretary, hereunto duly authorized, and its corporate seal to be hereto affixed, for the purpose of binding itself to the performance of the covenants and agreements herein contained, the day and year first above written, in duplicate.

Signed, sealed and delivered
in presence of:

William P. Nicholls

Kathleen A. Kryn

Fred Hall

James Trethewey

Richard L. Slips

Edna J. Rasmussen

Robert B. Rasmussen

WHITE PINE COPPER COMPANY

By J. M. Haivala
J. M. Haivala,
Executive Vice President.

And Harry W. Banbury
Harry W. Banbury,
Assistant Secretary.

UPPER PENINSULA POWER COMPANY

By Russell F. Hoyet
Russell F. Hoyet,
President, and Chairman of the Board

And C. L. Fleming
C. L. Fleming,
Secretary.

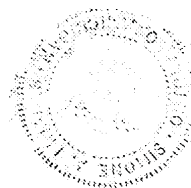
STATE OF MICHIGAN)
) ss.
COUNTY OF ONTONAGON)

On this 2nd day of February, 1970, before me, a Notary Public in and for said County, personally came J. M. Haivala, Executive Vice President, and Harry W. Banbury, Assistant Secretary, of the White Pine Copper Company, a Delaware corporation, both personally known to me, and severally acknowledged that they executed the foregoing instrument as such Executive Vice President and Assistant Secretary as the free act and deed of said White Pine Copper Company; and the said Harry W. Banbury, being by me duly sworn, did depose and say that he is the Assistant Secretary, and that said J. M. Haivala is the Executive Vice President of said White Pine Copper Company; that the seal affixed to said instrument is the corporate seal of said Company, and that said instrument was executed, and said corporate seal affixed thereto, by authority of the Directors of said Company.

Simon A. Lenares

Notary Public in and for the County of
Ontonagon and State of Michigan.

My commission expires: SIMON A. LENARES, NOTARY PUBLIC
"ONTONAGON COUNTY, MICHIGAN"
MY COMMISSION EXPIRES JANUARY 15, 1971



STATE OF MICHIGAN)
) ss.
COUNTY OF HOUGHTON)

On this 19 day of February, 1970, before me, a Notary Public in and for said County, personally came Russell F. Hoyer, President, and C. L. Fleming, Secretary of the Upper Peninsula Power Company, a Michigan corporation, both personally known to me, and severally acknowledged that they executed the foregoing instrument as such President and Secretary as the free act and deed of said Upper Peninsula Power Company; and the said C. L. Fleming, being by me duly sworn, did depose and say that he is the Secretary, and that said Russell F. Hoyer is the President of said Upper Peninsula Power Company; that the seal affixed to said instrument is the corporate seal of said Company, and that said instrument was executed, and said corporate seal affixed thereto, by authority of the Directors of said Company.



Richard L. Stipa Richard L. Stipa

Notary Public in and for the County of
Houghton, State of Michigan.

My commission expires: _____

My Commission Expires December 1, 1973

Drafted by:
Florence E. Gregorich
Copper Range Company
300 West Memorial Ave.
Houghton, Michigan

70 Misc 336

JUDITH D. ROEHM
Ontonagon County 9P
Page 1 of 9
JEM Date 07/28/2001 MI 70/336
RECORDING FEE: Time 14:28:24
25.00

**EASEMENT ASSIGNMENT
TRANSMISSION LINE/INCIDENTAL USE
3.2 (b)(II)
Ontonagon County**

This Easement Assignment ("Assignment") is made by and between UPPER PENINSULA POWER COMPANY, a Michigan Company ("Assignor"), and AMERICAN TRANSMISSION COMPANY LLC, a Wisconsin limited liability company ("Assignee").

Except as expressly reserved below, Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to various easements identified on the attached and incorporated Exhibit A ("Easements"). Also included are Assignor's appurtenant rights, privileges and easements thereunto belonging, if any, in and to streets, roads, avenues, highways and lake and river bottoms adjoining the real property described in such Easements to the extent that any of the foregoing constitute real property of Assignor under applicable federal, state or local law, rule, regulation or governmental requirement of any kind to the extent appurtenant to such Easements. This Assignment is made subject to the rights set forth in Section 196.485(5)(c)1. of the Wisconsin Statutes as created by 1999 Wis. Act 9 (as may be amended from time to time, and successor and replacement statutes thereto).

Expressly reserved to Assignor from the Assignment herein made is the continued right of Assignor to place, maintain, modify, operate, replace and repair, within the lands described in the Easements, electrical distribution lines and appurtenances where currently existing or as intended as of the date of this Assignment. For purposes of the foregoing sentence, "intended" is specifically defined as being limited to distribution which is (i) under construction; (ii) subject to a written construction agreement; or (iii) subject to written plans for future distribution construction. Also reserved to Assignor is a nondiscriminatory right of access to the real estate subject to the Easements. For purposes of this Assignment, electrical "distribution" is defined as electrical facilities of less than 50 kV or as otherwise determined by order of the Public Service Commission of Wisconsin.

This Assignment, and the rights, obligations and interests assigned hereby shall be perpetual and shall run with the lands described within the Easements identified on Exhibit A, and shall be binding upon and inure to the benefit of Assignor and Assignee and each and all of their respective successors and assigns. This Assignment shall be construed in accordance with the laws of the State of Michigan.

This Assignment may be executed in one or more counterparts, all of which when taken together, shall constitute one and the same instrument.

This Assignment is made as of the 29 day of June, 2001.

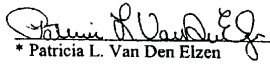
[SIGNATURES AND ACKNOWLEDGMENTS ON FOLLOWING PAGES]

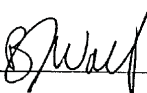
337

ASSIGNOR:

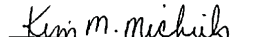
Signed in the Presence of:

Upper Peninsula Power Company, a Michigan Corporation


* Patricia L. Van Den Elzen

By: 

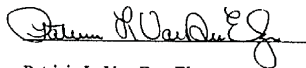
Name: B. J. Wolf
Title: Secretary


* Kim M. Michiels

ACKNOWLEDGMENT

STATE OF Wisconsin)
COUNTY OF Brown) SS.

Personally came before me this 21st day of June, 2001, the above-named B. J. Wolf, as Secretary of Upper Peninsula Power Company, a Michigan Corporation, to me known to be the person who executed the foregoing instrument in such capacity and acknowledged the same.


Patricia L. Van Den Elzen
Notary Public, State of Wisconsin
My Commission Expires: June 6, 2004

[ADDITIONAL SIGNATURE AND ACKNOWLEDGMENT ON FOLLOWING PAGE]

70 MR 337 (2nd pg of 70 MR 336)

Signed in the Presence of:

Roderick J. Clarke
Roderick J. Clarke

Kim M. McAdams
Kim M. McAdams

ASSIGNEE:

**AMERICAN TRANSMISSION COMPANY LLC, a
Wisconsin limited liability company**

By: ATC Management Inc., its Manager

By: Thomas M. Finco
Name: Thomas M. Finco
Title: Manager Real Estate

STATE OF WISCONSIN)
) SS.
COUNTY OF WAUKESHA)

Personally came before me this 21st day of June, 2001, the above-named Thomas M. Finco, as Manager Real Estate of ATC Management Inc., Manager of American Transmission Company LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument in such capacity and acknowledged the same.

Teresa M. Kochaver

Teresa M. Kochaver
Notary Public, Wisconsin
My Commission Expires: 4/21/2002

*Names of witnesses and notary public must be typed or clearly printed below their signatures.

When Recorded, Return to:
Paul G. Hoffman, Esq.
Michael Best & Friedrich LLP
100 East Wisconsin Avenue
Milwaukee, WI 53202-4108

This Instrument Prepared By:
Patricia L. Van Den Elzen
Wisconsin Public Service Corporation
An Agent for Upper Peninsula Power Company
A subsidiary of WPS Resources

EXHIBIT A

State	County	City Village Township	Section	Town	Range	1/4 Section	Other	Real(R) Liber (L) Volume(V)	of Records(R) Deeds(D) Misc.(M) Contracts(C)	Jacket(J) Image(I) Page(P)	Recorded Document Number	Court Case Number
MI	ONTONAGON	T-ONTONAGON	07	51N	39W	W1/2-W1/2-NE1/4, SE1/4-NW1/4		L038	MR	P-611, P-489-494		
MI	ONTONAGON	T-ONTONAGON	07	51N	39W	W1/2-W1/2-NE1/4, SE1/4-NW1/4		L036	MR	P-349		
MI	ONTONAGON	T-ROCKLAND	16	50N	39W	SW1/4-SE1/4		L028	MR	P-611		
MI	ONTONAGON	T-ONTONAGON	36	52N	40W	E1/2-NW1/4		L014	MR	P-349		
MI	ONTONAGON	T-ONTONAGON	20	51N	39W	NE1/4-NW1/4		L014	M	P-412		
MI	ONTONAGON	T-ONTONAGON	17	51N	39W	E1/2-SW1/4	LT 3, BK2 ASSESSOR'S PLAT OF DONNELLY SUBDIVISION NO. 2 GOV'T LOTS 4, 5	L014	MR	P-379		339
MI	ONTONAGON	T-ONTONAGON	01	51N	40W	E1/2-NE1/4		L014	MR	P-357		
MI	ONTONAGON	T-ONTONAGON	20	51N	39W	SE1/4-NW1/4		L014	MR	P-360		
MI	ONTONAGON	T-ROCKLAND	05 08	50N 50N	39W 39W	SW1/4, W1/2-NW1/4 NW1/4		L014	MR	P-353		
MI	ONTONAGON	T-ONTONAGON	20	51N	39W	SE1/4-SE1/4, SW1/4- SE1/4		L014	MR	P-358		
MI	ONTONAGON	T-ONTONAGON	06	51N	39W	NW1/4-SW1/4		L014	MR	P-350		
MI	ONTONAGON	V-ONTONAGON	31 36	52N 52N	39W 40W	SW1/4		L014	MR	P-362		
MI	ONTONAGON	T-ONTONAGON	07	51N	39W	NW1/4-SE1/4		L014	MR	P-387		
MI	ONTONAGON	T-ONTONAGON	17	51N	39W	S1/2-N1/2-NW1/4		L014	MR	P-354		
MI	ONTONAGON	T-ONTONAGON	07	51N	39W	W1/2-W1/2-NE1/4, SE1/4-NW1/4		L014	MR	P-384		
MI	ONTONAGON	T-ONTONAGON	17	51N	39W	N1/2-N1/2-NW1/4	GOV'T LOT 1, 3	L014	MR	P-359		
MI	ONTONAGON	T-GREENLAND	20	51N	37W	E1/2-E1/2		L014	MR	P-351		
MI	ONTONAGON	V-ONTONAGON	25	52N	40W	SE1/4-SW1/4		L014	M	P-633		
MI	ONTONAGON	T-ONTONAGON	07	51N	39W	NE1/4-SE1/4	LT 5, BK2 ASSESSOR'S PLAT OF DONNELLY SUBDIVISION NO. 2 GOV'T LOTS 4, 5	L014	M	P-671		

State	County	City Village Township	Section	Town	Range	1/4 Section	Other	Reel(R) Liber (L) Volume(V)	of Records(R) Deeds(D) Misc.(M) Contracts(C)	Jacke(J) Image(I) Page(P)	Recorded Document Number	Cour Case Numb
MI	ONTONAGON	V-ONTONAGON	31	52N	35W	SW1/4		L014	M	P-640		
			36	52N	40W							
MI	ONTONAGON	T-ROCKLAND	34	51N	35W	NW1/4-SE1/4	LT 3, RK2 ASSESSOR'S PLAT OF DONNELLYS SUBDIVISION NO. 2 GOV'T LOTS 4, 5	L014	MR	P-378		
MI	ONTONAGON	T-ROCKLAND	28	51N	35W	S1/2-NE1/4		L014	M	P-534		
MI	ONTONAGON	T-ONTONAGON	06	51N	35W	S1/2-SW1/4	GOV'T LOT 2, 3, 7	L014	MR	P-493		
MI	ONTONAGON	T-ROCKLAND	34	51N	35W	NE1/4-NW1/4		L014	M	P-545		
MI	ONTONAGON	T-ROCKLAND	27	51N	35W	SW1/4-SW1/4		L014	M	P-546		
MI	ONTONAGON	T-ONTONAGON	06	51N	35W	SW1/4-NW1/4		L014	M	P-547		
MI	ONTONAGON	T-ROCKLAND	17	50N	35W	NE1/4-NE1/4		L014	M	P-483		
MI	ONTONAGON	T-ONTONAGON	36	52N	40W			L014	MR	P-479		
MI	ONTONAGON	T-ROCKLAND	29	50N	35W	NW1/4-SE1/4, SW1/4- NE1/4, SE1/4-NE1/4, NE1/4-NE1/4		L018	MR	P-408		
			16	50N	35W	SE1/4-NW1/4, SW1/4- NW1/4, NW1/4-NW1/4						
			06	50N	35W	NE1/4-SE1/4, SW1/4- NE1/4, NW1/4-NE1/4						
			34	51N	35W	SE1/4-SE1/4, NE1/4- SE1/4, SE1/4-NW1/4, NW1/4-NW1/4						
			28	51N	35W	NE1/4-SE1/4, SE1/4- NW1/4, NE1/4-NW1/4, NW1/4-NW1/4						

State	County	City Village Township	Section	Town	Range	1/4 Section	Other	Reel(R) Liber (L) Volume(V)	of Records(R) Deeds(D) Misc.(M) Contracts(C)	Jacket(J) Image(I) Page(P)	Recorded Document Number	Court Case Number
MI	ONTONAGON	T-GREENLAND T-BOHEMIA	15	51N	37W	SW1/4-SW1/4, SE1/4-SW1/4, NW1/4-SW1/4, NE1/4-SW1/4, SW1/4-NE1/4, NW1/4-NE1/4		L018	MR	P-408		
			11	51N	37W	SW1/4-SW1/4, NW1/4-SW1/4, SE1/4-NW1/4, NE1/4-NW1/4, NW1/4-NE1/4						
			01	51N	37W	SW1/4-SW1/4, NW1/4-SW1/4, SE1/4-NW1/4, NE1/4-NW1/4, NW1/4-NE1/4						
			36	52N	37W	SE1/4-SE1/4						
MI	ONTONAGON	T-ONTONAGON	29	51N	39W	NE1/4-NE1/4		L018	MR	P-408		11C
			20	51N	39W	NW1/4-SE1/4, NE1/4-SW1/4						
			18	51N	39W	NE1/4-NE1/4						
			07	51N	39W	SE1/4-SE1/4, NE1/4-NW1/4						
MI	ONTONAGON	T-ROCKLAND	16	50N	39W	E1/2-SW1/4		L018	MR	P-141		
MI	ONTONAGON	T-ONTONAGON	17	51N	39W	S1/2-N1/2-NW1/4		V030	MR	P-080		
MI	ONTONAGON	T-ROCKLAND	16	50N	39W	S1/2-SE1/4		V027	MR	P-567		
			21	50N	39W	E1/2-NW1/4						
			11	50N	39W	S1/2-SE1/4						
			12	50N	39W	N1/2-SW1/4, SW1/4-SW1/4, NW1/4-SE1/4, S1/2-NE1/4						
			14	50N	39W	NW1/4-NE1/4, N1/2-NW1/4, SW1/4-NW1/4						
			15	50N	39W	NE1/4-NE1/4, S1/2-NE1/4, SE1/4-NW1/4, N1/2-SW1/4, SW1/4-SW1/4, NW1/4-SE1/4						

State	County	City Village Township	Section	Town	Range	1/4 Section	Other	Reel(R) Liber (L) Volume(V)	of Records(R) Deeds(D) Misc.(M) Contracts(C)	Jacket(J) Image(I) Page(P)	Recorded Document Number	Con Num
MI	ONTONAGON	T-GREENLAND	06	50N	38W	SW1/4-NE1/4, N1/2- SW1/4, SW1/4-SW1/4, NW1/4-SE1/4 S1/2-SE1/4 NW1/4-NE1/4, N1/2- NW1/4, SW1/4-NW1/4		V027	MR	P-567		
MI	ONTONAGON	T-ONTONAGON	06	51N	39W	NW1/4-NE1/4		L043	MR	P-044		
MI	ONTONAGON	T-ROCKLAND	28	51N	39W	SE1/4-SE1/4		V030	MR	P-075		
MI	ONTONAGON	T-ONTONAGON	06	51N	39W	NW1/4		L043	MR	P-321		
MI	ONTONAGON	T-ROCKLAND	08	50N	39W	S1/2-SE1/4, NW1/4- SE1/4		V030	MR	P-078		
MI	ONTONAGON	T-ONTONAGON	17	51N	39W	S1/2-NW1/4		V030	MR	P-077		
MI	ONTONAGON	V-ONTONAGON	36	52N	40W		GOV'T LOT 2	L040	MR	P-309		
MI	ONTONAGON	T-ONTONAGON	36	52N	40W		LY 6, BK2 ASSESSOR'S PLAT OF DONNELLYS SUBDIVISION NO. 2	L040	MR	P-311		
MI	ONTONAGON	T-ONTONAGON	36	52N	40W			L040	MR	P-281		
MI	ONTONAGON	V-ONTONAGON	31	52N	39W	NW1/4-NE1/4		L047	MR	P-109		
MI	ONTONAGON	V-ONTONAGON	31	52N	39W	NW1/4-NE1/4, NW1/4- SE1/4, NE1/4-NE1/4, SW1/4-NE1/4		L047	MR	P-306		
MI	ONTONAGON	V-ONTONAGON	31	52N	39W	SW1/4-SE1/4		L040	MR	P-452		
MI	ONTONAGON	T-ONTONAGON	36	52N	40W			L040	MR	P-433		
MI	ONTONAGON	V-ONTONAGON	31	52N	39W	NW1/4-NE1/4, SW1/4- NE1/4		L047	MR	P-115		

State	County	City Village Township	Section	Town	Range	1/4 Section	Other	Reel(R) Liber (L) Volume(V)	of Records(R) Deeds(D) Misc.(M) Contracts(C)	Jacket(J) Image(I) Page(P)	Recorded Document Number	Court Case Number
MI	ONTONAGON	T-ROCKLAND	30	50N	39W	S1/2-S1/2		L034	MR	P-495		
			27	50N	40W	NW1/4-SW1/4, S1/2-S1/2						
		T-ONTONAGON	28	50N	40W	W1/2-NE1/4, SE1/4-NE1/4, NE1/4-NW1/4						
			07	50N	41W	SW1/4-SW1/4, S1/2-SE1/4						
			06	50N	41W	SE1/4-SW1/4, S1/2-SE1/4						
			09	50N	41W	S1/2-SE1/4						
			17	50N	41W	N1/2-NW1/4, NW1/4-NE1/4						
MI	ONTONAGON	T-CARP LAKE	12	50N	42W	SW1/4-SW1/4, S1/2-SE1/4		L034	MR	P-496		
			09	50N	42W	E1/2-SW1/4, SE1/4-NW1/4, W1/2-NW1/4, NW1/4-NW1/4		L059	M	P-476		313
			04	50N	42W	SW1/4-SW1/4, W1/2-W1/2						
MI	ONTONAGON	T-CARP LAKE	04	50N	42W	NE1/4-NW1/4, W1/2-W1/2		L034	MR	P-511		
			09	50N	42W	W1/2-NW1/4, SE1/4-NW1/4, E1/2-SW1/4, SW1/4-SE1/4						
			10	50N	42W	SE1/4-SW1/4, S1/2-SE1/4						
			11	50N	42W	S1/2-S1/2						
			12	50N	42W	SE1/4-SW1/4						
MI	ONTONAGON	T-ONTONAGON	36	50N	40W			L053	MR	P-697		
MI	ONTONAGON	V-ONTONAGON	31	52N	39W	NW1/4-NE1/4, SW1/4-NE1/4		L055	M	P-444		
MI	ONTONAGON	T-ROCKLAND	21	50N	39W	S1/2-SW1/4, NE1/4-SW1/4		L059	M	P-289		
			28	50N	39W	NW1/4-NW1/4						

State	County	City Village Township	Section	Town	Range	1/4 Section	Other	Reel(R) Liber (L) Volume(V)	of Records(R) Deeds(D) Misc.(M) Contracts(C)	Jacket(J) Image(I) Page(P)	Recorded Document Number	Court Case Number
MI	ONTONAGON	T-CARP LAKE	04	50N	42W			V068	MR	P-424		
			09	50N	42W							
			10	50N	42W							
			11	50N	42W							
			12	50N	42W							
			03	50N	42W							
			15	50N	42W							
			16	50N	42W							
			22	50N	42W							
		T-ONTONAGON	07	50N	41W							
			08	50N	41W							
			17	50N	41W							

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JUDITH D. ROEMM 7P
Ontonagon County MI 70/329
Page 1 of 7
JEM Date 07/20/2001 Time 14:27:57
RECORDING FEE: 21.00

**EASEMENT ASSIGNMENT
TRANSMISSION LINE
3.2(a)(ii)
Ontonagon County**

This Easement Assignment ("Assignment") is made by and between UPPER PENINSULA POWER COMPANY, a Michigan corporation ("Assignor"), and AMERICAN TRANSMISSION COMPANY LLC, a Wisconsin limited liability company ("Assignee").

Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to various easements identified on the attached and incorporated Exhibit A ("Easements"). Also included are Assignor's appurtenant rights, privileges and easements thereunto belonging, if any, in and to streets, roads, avenues, highways and lake and river bottoms adjoining the real property described in such Easements to the extent that any of the foregoing constitute real property of Assignor under applicable federal, state or local law, rule, regulation or governmental requirement of any kind to the extent appurtenant to such Easements. This Assignment is made subject to the rights set forth in Section 196.485(5)(c)1. of the Wisconsin Statutes as created by 1999 Wis. Act 9 (as may be amended from time to time, and successor and replacement statutes thereto).

This Assignment, and the rights, obligations and interests assigned hereby shall be perpetual and shall run with the lands described within the Easements identified on Exhibit A, and shall be binding upon and inure to the benefit of Assignor and Assignee and each and all of their respective successors and assigns. This Assignment shall be construed in accordance with the laws of the State of Michigan.

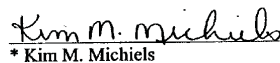
This Assignment may be executed in one or more counterparts, all of which when taken together, shall constitute one and the same instrument.

This Assignment is made as of the 29 day of June, 2001.

[SIGNATURES AND ACKNOWLEDGMENTS ON FOLLOWING PAGES]


Signed in the Presence of:


* Patricia L. Van Den Elzen


* Kim M. Michiels

ASSIGNOR:

Upper Peninsula Power Company, a Michigan Corporation

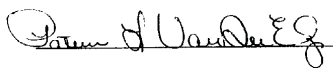
By: 

Name: B. J. Wolf
Title: Secretary

ACKNOWLEDGMENT

STATE OF Wisconsin)
) SS.
COUNTY OF Brown)

Personally came before me this 21st day of June, 2001, the above-named B. J. Wolf, as Secretary of Upper Peninsula Power Company, a Michigan Corporation, to me known to be the person who executed the foregoing instrument in such capacity and acknowledged the same.



Patricia L. Van Den Elzen
Notary Public, State of Wisconsin
My Commission Expires: June 6, 2004

[ADDITIONAL SIGNATURE AND ACKNOWLEDGMENT ON FOLLOWING PAGE]

ASSIGNEE:

Signed in the Presence of:

AMERICAN TRANSMISSION COMPANY LLC, a
Wisconsin limited liability company

Roderick J. Clarke
Roderick J. Clarke

By: ATC Management Inc., its Manager

Kim M. McAdams
Kim M. McAdams

By: Thomas M. Finco
Name: Thomas M. Finco
Title: Manager Real Estate

STATE OF WISCONSIN)
) SS.
COUNTY OF WAUKESHA)

Personally came before me this 21st day of June, 2001, the above-named Thomas M. Finco, as Manager Real Estate of ATC Management Inc., Manager of American Transmission Company LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument in such capacity and acknowledged the same.

Teresa M. Kochaver

Teresa M. Kochaver
Notary Public, Wisconsin
My Commission Expires: 4/21/2002

*Names of witnesses and notary public must be typed or clearly printed below their signatures.

When Recorded, Return to:
Paul G. Hoffman, Esq.
Michael Best & Friedrich LLP
100 East Wisconsin Avenue
Milwaukee, WI 53202-4108

This Instrument Prepared By:
Patricia L. Van Den Elzen
Wisconsin Public Service Corporation
An Agent for Upper Peninsula Power Company
A subsidiary of WPS Resources

EXHIBIT A

State	County	City Village Township	Section	Town	Range	1/4 Section	Other	Real(R) Liber (L) Volume(V)	Records(R) Deeds(D) Misc.(M) Contracts(C)	Jacket(J) Image(I) Page(P)	Recorded Document Number	Cou. Case Number
MI	ONTONAGON	T-ROCKLAND	25	50N	40W	SW1/4-SW1/4		L056	M	P-038		
			26	50N	40W	SE1/4-SW1/4, S1/2-SE1/4						
MI	ONTONAGON	T-ROCKLAND	25	50N	40W	S1/2-SW1/4		V022	M	P-363		
			26	50N	40W	SE1/4-SW1/4, S1/2-SE1/4						
MI	ONTONAGON	T-CARP LAKE	09	50N	42W	SW1/4-SE1/4		V022	M	P-395		
MI	ONTONAGON	T-ONTONAGON	08	50N	41W	SW1/4-SW1/4		V022	M	P-396		
MI	ONTONAGON	T-CARP LAKE	09	50N	42W	W1/2-SE1/4-SE1/4		V022	M	P-367		
MI	ONTONAGON	T-ONTONAGON	09	50N	41W	S1/2-SW1/4		V022	M	P-351		
MI	ONTONAGON	T-CARP LAKE	12	50N	42W	SW1/4-SW1/4		V022	M	P-353		
MI	ONTONAGON	T-CARP LAKE	09	50N	42W	S1/2-W1/2-E1/2-SE1/4-SE1/4		V022	M	P-389		
MI	ONTONAGON	T-CARP LAKE	09	50N	42W	E1/2-E1/2-SE1/4-SE1/4		V022	M	P-387		
MI	ONTONAGON	T-ROCKLAND	20	50N	40W	N1/2-NW1/4, SE1/4-NW1/4, NW1/4-NE1/4, S1/2-NE1/4		V022	M	P-443		
		T-ONTONAGON	12	50N	41W	SE1/4-SW1/4, S1/2-SE1/4						
MI	ONTONAGON	T-ROCKLAND	15	50N	39W	NW1/4-NE1/4, NW1/4		L016	MR	P-009		
		T-GREENLAND	07	50N	38W	NW1/4, N1/2-NE1/4						
			06	50N	38W	S1/2-SE1/4						
			05	50N	38W	SW1/4, NW1/4-SE1/4, S1/2-NE1/4						
MI	ONTONAGON	T-GREENLAND	20	51N	37W	E1/2-E1/2		L014	MR	P-351		
MI	ONTONAGON	T-GREENLAND	05	50N	38W	NW1/4		L014	MR	P-686		
MI	ONTONAGON	T-GREENLAND	15	51N	37W	NW1/4		L014	MR	P-471		
MI	ONTONAGON	T-GREENLAND	05	50N	38W	SE1/4-NE1/4	GOVT LOT 2, 3, 7	L014	MR	P-491		

State	County	City Village Township	Section	Town	Range	1/4 Section	Other	Real(R) Liber (L) Volume(V)	of Records(R) Deeds(D) Misc.(M) Contracts(C)	Jacke(J) Image(I) Page(P)	Recorded Document Number	Court Case Number
MI	ONTONAGON	T-GREENLAND	29	51N	37W	W1/2-NE1/4, E1/2- NW1/4, NE1/4-SW1/4, W1/2-SW1/4 SE1/4 W1/2-NE1/4		L014	MR	P-355		
			30 31	51N 51N	37W 37W							
MI	ONTONAGON	T-BOHEMIA	02	51N	37W	NE1/4-SE1/4, SE1/4- SE1/4, SW1/4-SE1/4		V019	MR	P-528		
MI	ONTONAGON	T-GREENLAND	29	51N	37W	NE1/4-NE1/4, SW1/4- NW1/4		L016	MR	P-116		
MI	ONTONAGON	T-GREENLAND	31	51N	37W	NE1/4-NW1/4, S1/2- NW1/4, NW1/4-SW1/4		L016	MR	P-119		
MI	ONTONAGON	T-GREENLAND	21	51N	37W	SW1/4-SW1/4, NW1/4- SW1/4, NE1/4-SW1/4, NW1/4-SE1/4, SW1/4- NE1/4, SE1/4-NE1/4, NE1/4-NE1/4		L016	MR	P-117		333
MI	ONTONAGON	T-GREENLAND	36	51N	38W	SW1/4-SE1/4		V027	MR	P-612		
MI	ONTONAGON	T-GREENLAND	04	50N	38W	SW1/4-NW1/4, NW1/4- NW1/4		V027	MR	P-608		
MI	ONTONAGON	T-ONTONAGON	32	52N	39W	SW1/4-NE1/4, NE1/4- NW1/4		L039	MR	P-589		
MI	ONTONAGON	T-GREENLAND	03 04	51N 51N	38W 38W	S1/2-NW1/4 S1/2-NW1/4, SE1/4- NE1/4		L039	MR	P-584		
MI	ONTONAGON	T-ONTONAGON	33 32	52N 52N	39W 39W	S1/2-NW1/4 SE1/4-NE1/4		L039	MR	P-591		
MI	ONTONAGON	T-GREENLAND	05	51N	38W	S1/2-NW1/4		L039	MR	P-488		
MI	ONTONAGON	T-ONTONAGON	32	52N	39W	NW1/4-NE1/4		L039	MR	P-502		
MI	ONTONAGON	T-ONTONAGON	29	52N	39W	SW1/4-SW1/4, W1/2- SE1/4-SW1/4		L039	MR	P-494		

State	County	City Village Township	Section	Town	Range	1/4 Section	Other	Reel(R) Liber (L) Volume(V)	of Records(R) Deeds(D) Misc.(M) Contracts(C)	Jacket(J) Image(I) Page(P)	Recorded Document Number	Cour Case Numt
MI	ONTONAGON	T-GREENLAND	05	51N	37W	N1/2-N1/2		L041	MR	P-399		
			06	51N	37W	N1/2-N1/2						
			01	51N	38W	N1/2-N1/2						
		T-ONTONAGON	02	51N	38W	S1/2-N1/2						
			25	52N	40W	E1/2-SW1/4						
			36	52N	40W	NE1/4-NW1/4						
MI	ONTONAGON	V-ONTONAGON	30	52N	39W			L039	MR	P-496		
MI	ONTONAGON	T-GREENLAND	06	51N	38W	N1/2-NW1/4, SE1/4- NW1/4	LOT 8 CHARLES A. PARKER ADDITION TO THE VILLAGE OF ONTONAGON	L039	MR	P-500		
MI	ONTONAGON	T-ONTONAGON	01	51N	39W	N1/2-N1/2-N1/2		L039	M	P-401		
MI	ONTONAGON	T-GREENLAND	06	51N	38W	SE1/4-NE1/4		L039	MR	P-403		
MI	ONTONAGON	T-BOHEMIA	02	51N	38W	NE1/4-NE1/4		L039	MR	P-405		
MI	ONTONAGON	T-GREENLAND	02	51N	37W	N1/2		L039	MR	P-407		
MI	ONTONAGON	T-GREENLAND	06	51N	38W	SW1/4-NE1/4		L039	MR	P-411		
MI	ONTONAGON	T-GREENLAND	03	51N	37W	N1/2-NE1/4		L039	MR	P-221		
MI	ONTONAGON	T-GREENLAND	03	51N	38W	NE1/4		L039	MR	P-219		
MI	ONTONAGON	T-ONTONAGON	02	51N	39W	N1/2-NE1/4		L039	MR	P-217		
MI	ONTONAGON	T-BOHEMIA	11	51N	37W	NE1/4-NW1/4, S1/2- NW1/4		L030	MR	P-081		
MI	ONTONAGON	T-BOHEMIA	36	52N	37W	S1/2-SE1/4		L040	MR	P-313		
		T-GREENLAND	01	51N	37W	N1/2	GOV'T LOT 3, 7					
			04	51N	37W	N1/2						
MI	ONTONAGON	T-GREENLAND	04	51N	38W	SW1/4-NE1/4		L040	MR	P-325		
			05	51N	38W	S1/2-NE1/4						
		T-ONTONAGON	02	51N	39W	N1/2-NW1/4						
			03	51N	39W	N1/2-N1/2						
			34	52N	39W	SW1/4-SW1/4						
			33	52N	39W	SW1/4-NE1/4, E1/2- SE1/4						
MI	ONTONAGON	V-ONTONAGON	31	52N	39W			L040	MR	P-454		

State	County	City Village Township	Section	Town	Range	1/4 Section	Other	Reel(R) Liber (L) Volume(V)	of Records(R) Deeds(D) Misc. (M) Contracts(C)	Jacket(J) Image(I) Page(P)	Recorded Document Number	Court Case Number
MI	ONTONAGON	V-ONTONAGON	31	52N	35W			L040	MR	P-456		
MI	ONTONAGON	T-ROCKLAND	30	50N	35W	SE1/4-SW1/4, S1/2-SE1/4		L053	D	P-231		
MI	ONTONAGON	T-ROCKLAND	25 25	50N 50N	40W 40W	SW1/4-SW1/4 S1/2-SE1/4, SE1/4-SW1/4		L056	M	P-038		
MI	ONTONAGON	T-GREENLAND	36	51N	36W	NE1/4-SE1/4		L071	D	P-373		

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Michigan Department of Environmental Quality
Waste Management Division

MARTIN D. SOBIN
Tosco County
MI 65-176 JEN Fee: 12.00
Page 1 of 3

RESTRICTIVE COVENANT RUNNING WITH THE LAND

THIS INDENTURE made this second day of December, 1996, by Copper Range Company (permittee), whose address is 1 Wilcox Road, White Pine, Michigan 49971-0100 ("grantors").

WITNESS THAT:

WHEREAS, on May 28, 1996 the Copper Range Company (permittee), has been issued a groundwater discharge permit (Permit M-00942) under Part 31 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (Act 451) being Sections 324.3101 through 324.3119 of the compiled Laws of Michigan, and the Administrative Rules promulgated thereunder et. seq. for the purpose of conducting solution mining operations which will result in a discharge into the unusable/deep bedrock aquifer, under lands situated in the Townships of Carp Lake and Ontonagon, County of Ontonagon; and

WHEREAS, Option A, Part 1.D.2 and Option B, Part 1.D.2 of Permit M-00942 requires that a restrictive deed shall be maintained on all property owned by the permittee which overlies the mine workings; and

1. That, the legal description of the property owned by the permittee which overlies the mine workings is set forth on Attachment A; and

2. That, the Permit M-00942 requires that the restrictive deed shall clearly state:

The groundwater may not be usable and water supply wells cannot be installed unless the written authorization is provided by the Director of the Department of Environmental Quality; and

3. That, this Restrictive Covenant constitutes the restrictive deed required by Permit M-00942; and

4. That, this Restrictive covenant shall be binding upon the grantors and all successors, assigns, heirs, and lessees; and

5. That, this Restrictive covenant shall not be modified, suspended, terminated or revoked without the express written authorization by the Director of the Michigan Department of Environmental Quality or the Director's authorized representative; and

6. That, the State of Michigan or any other governmental unit may, in addition to any other available remedy, bring an action to enforce this restrictive covenant, or to restrain or prevent any violation of this restrictive covenant.


IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this second day of December, 1996.

GRANTOR:

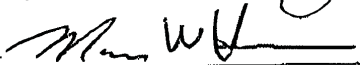

Signature Eric Dudson

President and General Manager

WITNESSES:


Signature Mark Connelly

Commercial Manager

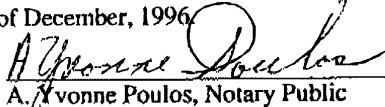

Signature Marvin W. Harmer

Refinery Manager

STATE OF MICHIGAN

COUNTY OF ONTONAGON

Subscribed and sworn to before me this second day of December, 1996


A. Vonne Poulos, Notary Public

Ontonagon County, Michigan

My commission expires July 4, 2001

Drafted By:

Dean Massey
Parcel Mauro Hulfin & SpaanStra
1801 California St., Suite 3600
Denver, CO 80202-2536

Attachment A

T50N, R41W

Section 6, Except: E $\frac{1}{2}$ SE $\frac{1}{4}$, N $\frac{1}{2}$ N $\frac{1}{2}$
 Section 7, Except: S $\frac{1}{2}$ S $\frac{1}{2}$, E $\frac{1}{2}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$

T50N, R42W

Section 1
 Section 2
 Section 3
 Section 4
 Section 8, SE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$
 Section 9, Except: SE $\frac{1}{4}$ SE $\frac{1}{4}$
 Section 10
 Section 11
 Section 12, Except: S $\frac{1}{2}$ SE $\frac{1}{4}$
 Section 13, NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$
 Section 14
 Section 15, Except: NW $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$
 Section 16, Except: E $\frac{1}{2}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$
 Section 17, N $\frac{1}{2}$
 Section 20, NE $\frac{1}{4}$ NE $\frac{1}{4}$
 Section 21, SW $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ NW $\frac{1}{4}$
 Section 22, Except: SW $\frac{1}{4}$ SW $\frac{1}{4}$
 Section 23, NE $\frac{1}{4}$, E $\frac{1}{2}$ E $\frac{1}{2}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$
 Section 24, W $\frac{1}{2}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$

T51N, R41W

Section 30, SW $\frac{1}{4}$ SW $\frac{1}{4}$
 Section 31
 Section 32
 Section 33, SW $\frac{1}{4}$ SW $\frac{1}{4}$
 Section 34, SW $\frac{1}{4}$ SW $\frac{1}{4}$

JUDITH D. ROEHM 2P
 Ontonagon County
 Page 1 of 2 MI 72/90
 JJT Date 07/24/2002 Time 09:46:01
 RECORDING FEE: 11.00

DECLARATION OF RESTRICTIVE COVENANT

This Restrictive Covenant is imposed by the Copper Range Company, Suite 100 330 Bay Street, Toronto, Ontario M5H2S8, Canada as Former Owner and by Northern Land and Sales II, LLC, a Michigan Limited Liability Company, P.O. Box 217, Ontonagon, Michigan 49953, Grantee of the described property from the Copper Range Company upon the below described real estate located in the County of Ontonagon, Michigan:

1. Northwest Quarter of Section 17, Township 51 North, Range 41 West;
2. The South half of Section 18, Township 51 North, Range 41 West, lying East of the Mineral River;
3. The East half of Section 22, Township 51 North, Range 41 West;
4. The East half of Section 27, Township 51 North, Range 41 West;
5. The East half of Section 34, Township 51 North, Range 41 West;
6. The East half and the East half of the West half of Section 1, Township 50 North, Range 42 West;
7. The North half of the Southeast Quarter;
8. The Southwest Quarter of the Southeast Quarter and all that part of the Northeast Quarter of the Southwest Quarter lying Northeasterly of Michigan State Highway M64, Section 9, Township 50 North, Range 42 West;
9. Entire section 12, Township 50 North, Range 42 West;
10. The Southwest Quarter of Section 7, Township 50 North, Range 41 West:

All or a portion of the above property may be subject to the terms of a consent decree between the Copper Range Company and the Michigan Department of Environmental Quality. Northern Land and Sales II, LLC accepted the above property subject to and both parties hereto agree that the property may be subject to the terms of a consent decree between the Copper Range Company and the Michigan Department of Environmental Quality. Northern Land and Sales II, LLC acknowledges that it had the opportunity to review that decree and understands that it will impact and limit the future use of the property. The parties recognize and impose upon the above described property those covenants, terms, conditions and requirements set forth in a restrictive covenant recorded at Libe 65 of miscellaneous records, page 156, Ontonagon County Register of Deeds. Such covenants run with the land and may not be suspended or modified without the written approval of the Michigan Department of Environmental Quality. Ground water wells cannot be installed without first obtaining the written authorization of the Department of Environmental Quality, the ground water may not be usable and the Department of Environmental Quality may deny any request to install a water well. In that event there may be no source of portable water to serve the property.

In accordance with the requirements of the Consent Decree dated 10/29/1997, Ingham County Circuit Court Case No. 97-8913-CE, a restrictive covenant on (1) ground water use, (2) limiting use of the real property to industrial use, (3) imposing limits on drilling or excavation, (4) preventing soil erosion and sedimentation by requiring compliance with Part 91 Soil Erosion and Sedimentation Control, NREPA 1994 PA452, or other appropriate measures to protect the remedy, as necessary, which is consistent with the requirements of Section 324.2012(b) (4) of Part 201 and MDEQ's Model Declaration of Restrictive Covenants may be recorded hereafter. Both parties hereby agree that Copper Range Company may record such a restrictive covenant in the future.

This instrument is exempt from Michigan Real Estate Transfer Tax by reason of MCLA §207.526(a) and MCLA §207.505(a).

Dated: July 22, 2002

COPPER RANGE COMPANY

Jochen E. Tilk
BY: JOCHEN E. TILK
ITS: PRESIDENT

CANADIAN PROVINCE OF ONTARIO) ss.

On July 22, 2002, before me, a Notary Public, in and for the Province of Ontario, Canada, personally appeared Jochen E. Tilk, to me known to be the same person(s) described in and who executed the within instrument, who acknowledged the same to be his free act and deed as President of Copper Range Company.

Steve Aschitis
STEVE ASCHITIS, Notary Public
Province of Ontario, Canada
My Commission Expires: 15 Feb 2003

NORTHERN LAND AND SALES II, LLC

Norman Pestka
BY:
ITS:

STATE OF MICHIGAN)
COUNTY OF Ontonagon) ss.

On July 16, 2002, before me, a Notary Public, in and for said County, personally appeared Norman Pestka, to me known to be the same person(s) described in and who executed the within instrument, who acknowledged the same to be free act and deed.

Carl M. Domitrovich
Carl M. Domitrovich
Notary Public
Ontonagon County, Michigan
My Commission Expires: May 9, 2003

Drafted by:
Paul J. Tomasi (P21494)
VAIRO, MECHLIN, TOMASI,
JOHNSON & MANCHESTER
400 E. Houghton Avenue
Houghton, MI 49931
(906) 482-0770

72MR91

**Declaration of Restrictive Covenant For Zones II , IIa, IIb, IIc, IId, and IIe - Use Restricted Property
To Restrict Use of Groundwater and Restrict Use of the Property to Certain Commercial and
Industrial Uses, and To Provide for Protection of the Remedial Action**

MDEQ Reference No.: RC-RDD-04-02

This Declaration of Restrictive Covenant ("Restrictive Covenant") has been recorded with the Ontonagon County Register of Deeds for the purpose of protecting public health, safety and welfare and the environment by prohibiting or restricting activities that could result in unacceptable exposure to environmental contamination present at the property located in the Carp Lake Township of the County of Ontonagon and legally described or depicted in the Exhibits hereto ("the Use Restricted Property"). The Use Restricted Property is associated with the White Pine Mine (Site ID 66000019) for which a Remedial Action Plan is being conducted. The remedial action that is being implemented to address environmental contamination is fully described in the Remedial Action Plan, White Pine Mine, dated September 2005, (RAP) and submitted by Copper Range Company (CRC). The Michigan Department of Environmental Quality (MDEQ) approved the RAP by letter dated October 13, 2005, pursuant to Part 201, Environmental Remediation, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA), MCL 324.20101 et seq. The RAP will be implemented by CRC pursuant to the terms of a Consent Decree (CD) executed by CRC and the State of Michigan and entered October 29, 1997 in the District Court for Ingham County, Michigan.

The RAP required the recording of this Restrictive Covenant with the Ontonagon County Register of Deeds to: 1) restrict unacceptable exposures to hazardous substances located on the Use Restricted Property; 2) assure that the use of the Use Restricted Property is consistent with the exposure assumptions utilized in the development of cleanup criteria pursuant to Section 20120a(2) of the NREPA and the exposure control measures relied upon in the RAP, and 3) to prevent damage or disturbance of any element of the remedial action on the Use Restricted Property. The restrictions contained in this Restrictive Covenant are based upon information available to the MDEQ at the time the RAP was approved by the MDEQ. Failure of the remedial action to achieve and maintain the criteria, exposure controls, and requirements specified in the RAP; future changes in the environmental condition of the Use Restricted Property or changes in the cleanup criteria developed under Section 20120a(2) of the NREPA; the discovery of environmental conditions at the Use Restricted Property that were not accounted for in the RAP; or use of the Use Restricted Property in a manner inconsistent with the restrictions described herein, may result in this Restrictive Covenant not being protective of public health, safety, and welfare, and the environment.

Summary of Remedial Action

After implementation of the remedial action, portions of the Use Restricted Property may have concentrations of metals within the soils that require controls to prevent unacceptable exposures. The remedial action provides these controls with the installation of either a six-inch thick clay barrier or two-inch thick asphalt barrier in selected locations to prevent direct contact with or inhalation of the metals contaminated soils. The remedial action also uses land use restrictions to: limit the use of portions of the property to industrial or commercial use; prevent the excavation or drilling through a clay layer that underlies portions of the site and

Zone II - I

prevents the migration of metals to the underlying groundwater; control the erosion of soils into streams; and provide for the future maintenance of various components of the remedial action.

Definitions

“MDEQ” means the Michigan Department of Environmental Quality, its successor entities, and those persons or entities acting on its behalf.

“Owner” means at any given time the then current title holder of the Use Restricted Property or any portion thereof.

“Use Restricted Property” shall mean that Zone II property described in Exhibit A. The Use Restricted Property includes the property located in Zones IIA, IIB, IIC, IID, and IIE that is described in Exhibits B, C, D, E, and F respectively. The Zone II property is graphically depicted in Exhibit G.

All other terms used in this document which are defined in Part 3, Definitions, of the NREPA; Part 201 NREPA; or the Part 201 Administrative Rules (“Part 201 Rules”), 1990 AACSR 299.5101 et seq., shall have the same meaning in this document as in Parts 3 and 201 of the NREPA and the Part 201 Rules, as of the date of filing this Restrictive Covenant.

NOW THEREFORE,

Pursuant to Section 20120b(4) of NREPA, the RAP and the CD, Copper Range Company, 1 Wilcox Road, White Pine, Michigan, either as the Owner or on behalf of the Owner hereby declares and covenants that the Use Restricted Property shall be subject to the following restrictions and conditions:

- I. For any of the property located within Zone II (described within Exhibit A, and graphically depicted in Exhibit G)
 - a. The Owner shall not consume or otherwise use or allow the use of the groundwater underlying the Use Restricted Property
 - b. The owner shall prohibit the construction of any wells or other devices to extract groundwater for consumption, irrigation, dewatering, or any other use, except for wells and devices that are part of an MDEQ-approved response activity. Short-term dewatering for construction purposes is permitted provided the dewatering, including management and disposal of the groundwater, is conducted in accordance with all applicable local, state, and federal laws, and regulations and does not cause or result in a new release, exacerbation of existing contamination, or any other violation of local, state, and federal environmental laws, and regulations including, but not limited to, Part 201 of the NREPA. The construction of wells and other devices by the owner for the withdrawal of water from the underground mine for the purpose of controlling the water level within the mine is also permitted provided the withdrawal, management, and disposal of the underground mine water is conducted in accordance with all applicable local, state, and federal laws, and regulations and does not cause or result in a new release, exacerbation of existing contamination, or any other violation of local, state, and federal environmental laws, and regulations including, but not limited to, Part 201 of the NREPA
 - c. The Owner shall prohibit activities on the Use Restricted Property that may interfere with implementation of the RAP, including interference with any necessary containment structures relied on by the RAP, or the performance of operation and maintenance activities, monitoring, or other measures necessary to ensure the effectiveness and integrity of the remedial actions described in the RAP.

- d. The Owner acknowledges that any actions taken by the Owner or any person having a contractual relationship with the Owner that causes additional groundwater contamination underlying the Use Restricted Property may constitute a new release of a hazardous substance into the environment and that the Owner may incur liability for this new release.
- e. The Owner shall perform any construction activities within Zone II that will remove existing vegetation in accordance with the requirements for soil erosion and sedimentation control specified in Part 91 of NREPA and any other applicable federal, state or local regulations.
- f. Permanent Markers. The Owner shall not remove, cover, obscure, or otherwise alter or interfere with the permanent markers placed at the locations identified in the RAP. The Owner shall keep vegetation and other materials clear of the permanent markers to assure that the markers are readily visible.
- g. The Owner shall restrict the uses of the Use Restricted Property to commercial and industrial uses consistent with the cleanup criteria developed pursuant to Section 20120a(1) of Part 201 of NREPA, as amended, and the RAP. Cleanup criteria and generic exposure assumptions for land use-based remedial action plans are specified in Part 7 of the Part 201 Rules. The Use Restricted Property may be used for the following purposes provided such use is consistent with the applicable exposure assumptions specified in the Part 201 Rules.
 - (1) Industrial;
 - (2) Commercial Subcategory II including but not limited to the following uses:
 - Large-scale commercial warehouse operations
 - Wholesale lumber yards
 - Building supply warehouses
 - (3) Commercial Subcategory III including but not limited to the following uses:
 - Retail gas stations
 - Auto service stations
 - Auto dealerships
 - Retail warehouses selling the majority of their merchandise indoors but including some limited storage or stockpiling of materials in an outdoor yard (building supply, retail flower and garden shops excluding open air nurseries, tree farms, and sod farms which would fall into an agricultural land use).
 - Repair and service establishments including but not limited to, lawn mower, boat, snowmobile, or small appliance repair shops that have small outdoor yards.
 - Small warehouse operations.
 - (4) Commercial Subcategory IV including but not limited to the following uses:
 - Professional offices (lawyers, architects, engineers, real estate, insurance, etc.)

- Medical/dental offices and clinics (not including hospitals)
 - Banks, credit unions, savings and loan institutions, etc.
 - Publicly owned office buildings
 - Any retail business whose principal activity is the sale of food or merchandise within an enclosed building
 - Personal service establishments, which perform services indoors (health clubs, barber/beauty salons, mortuaries, photographic studios, etc.).
- h. Notice. The Owner shall provide notice to the MDEQ of the Owner's intent to convey any interest in the Use Restricted Property at least fourteen (14) business days prior to consummating the conveyance. A conveyance of title, easement, or other interest in the Use Restricted Property shall not be consummated by the Owner without adequate and complete provision for compliance with the terms and conditions of this Restrictive Covenant and the applicable provisions of Section 20116 of the NREPA. The notice required to be made to the MDEQ under this Paragraph shall be made to: Director, MDEQ, P.O. Box 30473, Lansing, Michigan 48909-7973; and shall include a statement that the notice is being made pursuant to the requirements of this Restrictive Covenant, MDEQ Reference Number RC-RRD-04-02. A copy of this Restrictive Covenant shall be provided to all future owners, heirs, successors, lessees, easement holders, assigns, and transferees by the person transferring the interest. However, such notification does not require approval, confirmation or written response by MDEQ prior to the conveyance of the property.
- i. Access. The Owner shall grant to the MDEQ and its designated representatives the right to enter the Use Restricted Property at reasonable times for the purpose of determining and monitoring compliance with the RAP and CD, including the right to take samples, inspect the operation of the remedial action measures and inspect any records relating thereto, and to perform, consistent with applicable law, any actions necessary to maintain compliance with Part 201 in the implementation of the RAP and the CD.
- j. The Owner shall grant CRC and its designated representatives the right to enter the Use Restricted Property at reasonable times for the purpose of implementing the remedial action required by the CD, including taking actions to address the migration of contamination from the White Pine Mine, that may be imposed on CRC by the RAP, CD, or other legal authorities. CRC shall give reasonable notice to the Use Restricted Property Owner prior to exercising its access rights and shall not unnecessarily interfere with the Owner's use of the property.
2. In addition to the restrictions specified in 1.a. through 1.j., the portion of the Use Restricted Property that is located within Zone IIA (that portion of the Main Facility Area and Big Bone Yard that is capped with an engineered barrier and is described within Exhibit B) shall also be subject to the following restrictions:
- a. The Owner shall prohibit activities within Zone IIA that may result in exposures above levels established in the RAP. These activities include:
- (1) The removal of the engineered barrier (including: clay barrier and asphalt barrier) unless the removed portion of the engineered barrier is replaced with a barrier that provides an equal level of containment and protection

as either the six inch thick clay or two inch thick asphalt barrier specified in the RAP. Owner shall repair or replace any removed engineered barrier within 180 days unless climatic conditions or other circumstances beyond the Owner's reasonable control causes a delay in which case the replacement or repairs shall be made as soon as reasonably possible.

- (2) The removal of exposed concrete building floor slabs/foundations unless the removed portion of the concrete building floor slabs/foundations is replaced with a barrier that provides an equal level of containment and protection as either the six inch thick clay or two inch thick asphalt barrier specified in the RAP. Owner shall replace any removed exposed concrete building floor slabs/foundations with the equivalent barrier within 180 days unless climatic conditions or other circumstances beyond the Owner's reasonable control causes a delay in which case the replacement shall be made as soon as reasonably possible.
 - b. The Owner shall manage surface and subsurface soils and slag within Zone IIA in accordance with the requirements of Section 20120c of NREPA and other applicable state and federal laws.
 - c. The Owner shall not remove soils and slag from within Zone IIA unless they are being transported for disposal to a properly permitted disposal facility, moved to the On-Site Repository, or used for a commercial purpose in accordance with all applicable state and federal laws.
 - d. The Owner also acknowledges that the area within Zone IIA is subject to inspection and maintenance requirements, which are specified in the RAP.
 - e. The Owner shall perform any work beneath the existing engineered barrier in accordance with applicable state and federal health and safety requirements, including the need for a health and safety plan.
 - f. The Owner shall prohibit activities within Zone IIA that would result in loss of integrity of the underlying natural clay exposure barrier, as follows:
 - (1) Limit excavations and prohibit drilling (other than drilling for caissons, piers, or other foundations subject to the following excavation limitations) into the underlying natural clay exposure barrier to less than 20 feet, or to an elevation of 829 feet amsl (5225 feet, CRC datum) whichever is shallower, without the prior written approval of MDEQ's project coordinator specified within the CD or his or her successor.
3. In addition to the restrictions specified in 1.a. through 1.j., the portion of the Use Restricted Property that is located within Zone IIB (Bedell Wetland Area that is described within Exhibit C) shall also be subject to the following restrictions:
- a. The Owner shall prohibit activities within Zone IIB that will result in a loss of function of the Bedell Wetlands system. These activities include:
 - (1) Any activity, except for that associated with maintenance and repair, that would modify or interfere with the operation of the system, or destroy or remove vegetation within the Bedell Wetland area, without the prior written approval of MDEQ's project coordinator specified within the CD or his or her successor; and

- (2) Any excavation within Zone IIB, beyond that which may be required as part of maintenance and repair of the area, without the prior written approval of MDEQ's project coordinator specified within the CD or his or her successor.
 - b. The Owner also acknowledges that the area within Zone IIB is subject to inspection and maintenance requirements, which are specified in the RAP. These requirements include, but may not be limited to, protecting, inspecting and maintaining earthen dikes, piping, and pumps to ensure the system continues to function as intended.
 - c. The Owner shall manage soils and slag from within Zone IIB in accordance with the requirements of Section 20120c of NREPA and other applicable state and federal laws.
 - d. The Owner shall not remove soils and slag from within Zone IIB unless they are being transported for disposal to a properly permitted disposal facility; moved to either Zone IIA, Zone IIC, Zone IID or Zone IIE; or used for a commercial purpose in accordance with all applicable state and federal laws.
- 4. In addition to the restrictions specified in 1.a. through 1.j., the portion of the Use Restricted Property that is located within Zone IIC (the On-Facility Repository Area that is described within Exhibit C) shall also be subject to the following restrictions:
 - a. The Owner shall prohibit activities within Zone IIC that will result in the loss of integrity of the repository. These activities include:
 - (1) Any excavation within the area, beyond that which may be required as part of maintenance and repair of the area, without the prior written approval of MDEQ's project coordinator specified within the CD or his or her successor.
 - b. The Owner also acknowledges that:
 - (1) The Zone IIC area is subject to inspection and maintenance requirements, which are specified in the RAP. These requirements include, but may not be limited to protecting, inspecting, and maintaining the repository cover system, surface water diversion ditches; and groundwater and leachate monitoring.
 - (2) The Zone IIC area is a permanent disposal area.
 - c. The Owner shall perform any work beneath the On-Facility Repository cover in accordance with applicable state and federal health and safety requirements, including the need for a health and safety plan.
 - d. The Owner shall manage surface and subsurface soils and slag within Zone IIC in accordance with the requirements of Section 20120c of NREPA and other applicable state and federal laws.
 - e. The Owner shall not remove soils, slag, or other materials from within Zone IIC unless the materials are properly characterized and transported for disposal to a properly permitted disposal facility.
- 5. In addition to the restrictions specified in 1.a. through 1.j., the portion of the Use Restricted Property that is located within Zone IID (the Tailings Basin Area that is described within Exhibit E) shall also be subject to the following restrictions:

- a. The Owner is hereby notified that the Zone IID property includes North No. 1 and North No. 2 Tailings Dams (assigned Dam Identification Numbers 702 and 00269, respectively, by the Land and Water Management Division of MDEQ) which are subject to the inspection and maintenance requirements of Part 315, Dam Safety, of NREPA;
 - b. The Owner shall prohibit activities within Zone IID that may result in loss of integrity of the remedial action that has been conducted in accordance with the RAP. These activities include:
 - (1) Activities, other than those that may be associated with the revegetation program defined in the RAP or maintenance and repair activities, that would destroy or remove vegetation such that the potential for surface erosion by wind or water of bare soils or tailings would be materially increased, without the prior written approval of MDEQ's project coordinator specified within the CD or his or her successor;
 - (2) Activities that would permanently remove the clay cap within the South Tailings Dam area; and
 - (3) Activities that would negatively affect the structural integrity of the dikes surrounding the North No. 1 and North No. 2 Tailings Basins.
 - c. The Owner shall manage tailings within Zone IID in a similar manner as that specified for soils within Section 20120c of NREPA and other applicable state and federal laws.
 - d. The Owner shall not remove tailings from within Zone IID unless they are being transported for disposal to a properly permitted disposal facility, or used for a commercial purpose in accordance with all applicable state and federal laws.
6. In addition to the restrictions specified in 1.a. through 1.j., the portion of the Use Restricted Property that is located within Zone IIE (the Slag Pile Area that is described within Exhibit F) shall be subject to the following restrictions:
- a. The Owner is hereby notified that the Zone IIE area is subject to certain contingent remedial actions as specified in the RAP. The Slag Pile Area has been identified as a potential source of contamination to surface water via the storm water transport/leaching of contaminated soils pathway. The remedial action specified in the RAP for this area involves the capture and diversion of surface water into the Bedell drainage system, to the extent practical, which will drain into the Bedell wetland system and be managed within the NPDES system. Portions of the Slag Pile Area where it is not possible, or practical, to divert runoff into the Bedell drainage system will potentially be subjected to capping, or the installation of an engineered barrier, depending on the results of a runoff sampling program specified in the RAP. If the installation of an engineered barrier is required over a portion of this area, this restrictive covenant shall be amended to include a legal description of the surveyed boundary of the cap, and additional inspection and maintenance provisions to ensure the protection of the cap.
 - b. The Owner shall prohibit activities within Zone IIE that would result in loss of integrity of the underlying natural clay exposure barrier, as follows:
 - (1) Limit excavations and prohibit drilling (other than drilling for caissons, piers, or other foundations subject to the following excavation limitations) into the underlying natural clay exposure barrier to less than 20 feet, or to an elevation of 824 feet amsl (5220 feet, CRC datum)

whichever is shallower, without the prior written approval of MDEQ's project coordinator specified within the CD or his or her successor.

- c. The Owner shall manage soils and slag from within Zone IIE in accordance with the requirements of Section 20120c of NREPA and other applicable state and federal laws.
- d. The Owner shall not remove soils and slag from within Zone IIE unless they are being transported for disposal to a properly permitted disposal facility; moved to either Zone IIA, Zone IIC or Zone IID; or used for a commercial purpose in accordance with all applicable state and federal laws.

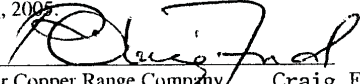
The State of Michigan may enforce the restrictions set forth in this Restrictive Covenant by legal action in a court of appropriate jurisdiction.

This Restrictive Covenant shall run with the Use Restricted Property and shall be binding upon all future owners, successors, lessees or assigns and their authorized agents, employees, or persons acting under their direction and control, and shall continue until the MDEQ or its successor approves modifications or rescission of this Restrictive Covenant. A copy of this Restrictive Covenant shall be provided to all future owners, heirs, successors, lessees, assigns and transferees by the person transferring the interest.

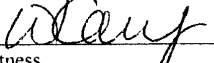
If any provision of this Restrictive Covenant is held to be invalid by any court of competent jurisdiction, the invalidity of such provision shall not affect the validity of any other provisions hereof. All such other provisions shall continue unimpaired in full force and effect.

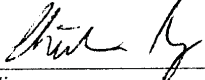
The undersigned person executing this Restrictive Covenant is the Owner, or has the express written permission of the Owner, and represents and certifies that he or she is duly authorized and has been empowered to execute and deliver this Restrictive Covenant.

IN WITNESS WHEREOF, the said Owner, or person duly authorized by the Owner of property that lies within the above-described Use Restricted Property, has caused this Restrictive Covenant to be executed on this 20th day of October, 2005.


for Copper Range Company Craig Ford
1 Wilcox Road
White Pine, Michigan

Signed in the presence of:


Witness
WENDY KAUFMAN
[Print or type name]


Witness
CHRISTA LINDBERG
[Print or type name]

STATE OF MICHIGAN
COUNTY OF Ontonagon

The foregoing instrument was acknowledged before me this October 24, 2005 by St
[Date]

Craig Ford of Copper Range Company
[name of officer or agent, title of officer or agent] [name of corporation/owner].

a Delaware corporation, on behalf of the corporation.
[state or place of incorporation corporation]

[Signature]
Notary Public

STEVEN ASCHERIS
[Print or type name]

Ontario, Canada
[Commissioned in] County, [State]

My Commission Expires: is for life St.

Prepared by: Mike Cooper
Sr. Consultant
MFG, Inc.
4300 E. Pearl Circle Suite 300 W
Boulder, CO. 80301
(303) 447-1823

EXHIBIT A to
Restrictive Covenant For Zones II, II-A, II-B, II-C, II-D, and II-E Use Restricted Property
To Restrict Use Of Groundwater, Restrict Use Of The Property To Certain Commercial And
Industrial Uses, And To Provide For Protection Of The Remedial Action
Legal Description of Property Included within the Boundary for the Zone II Restrictive Covenant

Zone II

**LEGAL DESCRIPTION OF THE BOUNDARY OF COMMERCIAL AND
INDUSTRIAL USE RESTRICTIVE COVENANT AREA ZONE II.**

A parcel of land encompassing the S½ of the S½ of Section 16 & 17, SE¼ and S½ of the NE¼, Section 19, entire Sections 20 & 21, W½ of Section 22 & 27, entire Sections 28, 29, 30, 31, 32 & 33 and the W½ of Section 34, T51N R41W; ALSO the E½ of the E½ of Section 25 and the E½ of the E½ of Section 36 lying East of the Mineral River, T51N R42W; ALSO the W½ of the W½, Section 1, entire Sections 2 & 3, Sections 4 & 5, lying East of Michigan Highway M-64, the N½ of Section 9 and the N½ of the S½ of Section 9 lying East of Michigan Highway M-64; entire Sections 10 & 11 and the W½ of the W½, Section 12, T50N R42W, Carp Lake Township, Ontonagon County, Michigan.

Commencing at the NW Corner of Section 30, T51N R41W, the POINT OF BEGINNING; thence East along the North line of Section 30 to the North ¼ Corner of Section 30; thence North along the North-South ¼ line, Section 19, to the CN 1/16 Corner; thence East along the N 1/16 line to the N 1/16 Corner between Sections 19 and 20; thence North along the West line of Sections 20 and 17, T51N R41W, to the S 1/16 Corner of Section 17 and 18; thence East along S 1/16 line of Section 17 and 16 to the S 1/16 Corner of Sections 16 and 15; thence South to the SE Corner of Section 16, T51N R41W; thence East along the North line of Section 22, T51N R41W to the North ¼ Corner of Section 22; thence South along the North-South ¼ line of Sections 22, 27 and 34, T51N R41W to the South ¼ Corner of Section 34 on the 5th Correction Line; thence West along the 5th Correction Line and along the North line of Section 1, T50N R42W to the W 1/16 Corner of Section 1, T50N R42W; thence South along the W 1/16 line of Sections 1 and 12, T50N R42W to the South line of Section 12, T50N R42W; thence West along the South line of Sections 12, 11 and 10 to the SW Corner of Section 10, T50N R42W; thence North along the West line of Section 10 to the S 1/16 Corner of Section 10, thence West along the East-West, S 1/16 line of Section 9, T50N R42W to the centerline of Michigan Highway M-64; thence Northerly along the centerline of Highway M-64 through Sections 9, 4 and 5, T50N R42W, to the North line of Section 5, T50N R42W; thence East along the North line of Section 5 and Section 4, T50N R42W to the East bank of the Mineral River; thence Northerly along the East bank of the Mineral River through sections 36 and 25, T51N R42W to the intersection of the East bank of the Mineral River and West line of Section 30, T51N R41W; thence North along the West line of Section 30 T51N R41W to the Northwest Corner of Section 30, T51N R41W, the POINT OF ENDING.

EXCEPT

A parcel of land in the S $\frac{1}{2}$ of the SW $\frac{1}{4}$, Section 4, & in the N $\frac{3}{4}$ of Section 9, T50N R42W in Carp Lake Township, Ontonagon County, Michigan, containing 18.04 acres in Section 4 and 64.00 acres in Section 9 and being more particularly described as follows:

Commencing at a point which is N89°-52'-25"E, 473.13 feet measured along the Section line between Sections 4 & 9, T50N R42W, the POINT OF BEGINNING; said point being on the West R.O.W. line of Michigan Highway M-64; thence N27°-08'-06"W, along the R.O.W. 140.02 feet; thence N25°-41'-39"W along the R.O.W. 153.19 feet; thence N28°-34'-23"E, 270.83 feet along the clear vision line to the Southerly R.O.W. of Wilcox Road; thence 793.15 feet along the R.O.W. on an arc of a 987.93 foot radius curve to the left, the central angle of which is 45°-59'-58", the long chord of which bears N63°-04'-35"E, 772.02 feet; thence S72°-20'-13"E, 53.07 feet; thence S31°-35'-37"E, 863.45 feet; thence S88°-23'-38"E, 880.21 feet; thence S12°-34'-07"W, 70.99 feet to the North line of Section 9; thence continue S12°-34'-07"W, 1435.36 feet; thence S56°-15'-38"E, 2177.72 feet; thence S15°-15'-40"E, 220.89 feet; thence S76°-35'-15"W, 828.30 feet; thence N80°-31'-31"W, 1399.92 feet to the East R.O.W. of Michigan Highway M-64; thence N27°-08'-06"W along the R.O.W. 3124.67 feet to the P.O.B.

AND EXCEPT

A parcel of land in the W $\frac{1}{2}$ of the SW $\frac{1}{4}$, Section 31, T51N R41W, in Carp Lake Township, Ontonagon County, Michigan, containing 10.12 acres and being more particularly described as follows:

Commencing at a point which is 1214.29 feet North and 870.39 feet East of the Southwest Corner of Section 31, T51N R41W, the POINT OF BEGINNING, said point being on the West edge of the Tailings Dam Road; thence N70°-20'-22"W, 430.00 feet; thence N15°-33'-22"W, 208.08 feet; thence N19°-38'-57"E, 650.00 feet; thence S70°-21'-00"E, 550.00 feet to the West edge of the Tailings Dam Road; thence S19°-38'-59"W along the road 820.00 feet to the P.O.B.

Parcel contains approximately 3614 acres in T50N R42W, 6661 acres in T51N R41W and 186 acres in T51N R42W, a total of 10461 acres.

By: Earl W. Applekamp
Earl W. Applekamp
Professional Surveyor
Michigan No. 17610



August 1, 2003

Revised: February 01, 2005

EXHIBIT B to
Restrictive Covenant For Zones II, IIA, IIB, IIC, IID, and IE Use Restricted Property
To Restrict Use Of Groundwater, Restrict Use Of The Property To Certain Commercial And
Industrial Uses, And To Provide For Protection Of The Remedial Action

Legal Description of Property Included within the Boundary for the Zone IIA Restrictive Covenant

Zone II

LEGAL DESCRIPTION OF THE ENGINEERED BARRIER RESTRICTIVE COVENANT AREA (ZONE IIA)

A parcel of land in the N $\frac{1}{2}$ of Section 4, T50N R42W, the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$, Section 36, T51N R41W and the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$, Section 31, T51N R41W all in Carp Lake Township, Ontonagon County, Michigan, containing 94.99 acres and being more particularly described as follows:

Commencing at a point which is N00°-01'-19"E, 727.34 feet measured along the West line of Section 31, T51N R41W from the Southwest Corner of Section 31 the POINT OF BEGINNING; thence N63°-54'-25"W, 241.65 feet; thence S44°-11'-52"W, 215.90 feet; thence S44°-37'-33"W, 524.32 feet; thence S08°-47'-20"W, 308.96 feet to the North Line of Section 4, T50N R42W; thence S08°-47'-20"W, 140.45 feet; thence S03°-41'-19"W, 196.59 feet; thence S07°-23'-41"W, 257.83 feet; thence N70°-32'-12"W, 153.22 feet; thence S32°-34'-55"W, 124.84 feet; thence S51°-42'-12"E, 117.52 feet; thence S39°-28'-58"E, 750.39 feet; thence S40°-09'-38"E, 710.34 feet; thence S17°-06'-08"W, 282.41 feet; thence S01°-43'-11"W, 107.99 feet; thence S88°-16'-57"E, 82.37 feet; thence N16°-18'-16"E, 355.16 feet; thence S72°-30'-00"E, 329.24 feet; thence S72°-02'-49"E, 46.93 feet; thence S15°16'-36"W, 84.85 feet; thence S82°30'-06"E, 322.34 feet; thence N40°-06'-19"E, 353.37 feet; thence N24°-34'-02"E, 207.01 feet; thence N24°-19'-46"E, 33.56 feet; thence S49°-27'-14"E, 301.53 feet; thence N02°-40'-19"W, 184.55 feet; thence N20°-44'-11"W, 285.92 feet; thence N07°-59'-37"W, 228.37 feet; thence N23°-34'-31"E, 159.47 feet; thence N16°-11'-34"W, 121.29 feet; thence N16°-20'-28"W, 247.77 feet; thence N15°-35'-53"E, 395.09 feet; thence N45°-24'-54"W, 92.23 feet; thence N11°-56'-22"E, 174.33 feet; thence N83°-57'-48"W, 97.23 feet; thence S89°-58'-14"W, 148.33 feet; thence N84°-36'-29"W, 200.91 feet to the South Line of Section 31, T51N R41W; thence continue N84°-36'-29"W, 129.18 feet; thence N43°-29'-03"W, 102.02 feet; thence N60°-37'-15"W, 263.21 feet; thence N30°-31'-54"W, 205.16 feet; thence N17°-07'-05"W, 151.06 feet; thence N34°-38'-57"W, 218.38 feet; thence N63°-54'-25"W, 25.52 feet to the East Line of Section 36, T51N R42W to the POINT OF BEGINNING.

ALSO, A parcel of land in the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ and the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$, Section 31, T51N, R41W in Carp Lake Township, Ontonagon County, Michigan, containing 6.59 acres and being more particularly described as follows: Commencing at the SW corner of said Section 31, T51N, R41W; thence N89°-59'-31"E along the South line of Section 31, (also the 5th correction line), 983.73 feet to the North $\frac{1}{4}$ corner of section 4, T50N, R42W; thence S89°-37'-36"E along the south line of section 31, 981.11 feet; thence Due north 170.58 feet to the POINT OF BEGINNING; thence N23°-46'-31"E, 187.68 feet; thence N57°-30'-55"E, 284.43 feet; thence N80°-16'-20"E, 520.17 feet; thence S37°-24'-16"E, 188.53 feet; thence S02°-36'-33"W, 251.91 feet; thence S89°-19'-25"W, 931.40 feet to the POINT OF BEGINNING.

Prepared by

Earl W. Applekamp

Earl W. Applekamp
Professional Surveyor
Michigan No. 17610



**EXHIBIT C to
Restrictive Covenant For Zones II, IIA, IIB, IC, ID, and IE Use Restricted Property
To Restrict Use Of Groundwater, Restrict Use Of The Property To Certain Commercial And
Industrial Uses, And To Provide For Protection Of The Remedial Action**

Legal Description of Property Included within the Boundary for the Zone IIB Restrictive Covenant

Zone II

Earl W. Applekamp
Professional Surveyor
Telephone: 906-575-3477



Route 1, Box 57
3499 W. M-28
Ewen, Michigan 49925

APPLEKAMP SURVEYING, INC.

LEGAL DESCRIPTION OF THE BOUNDARY OF BEDELL WETLANDS RESTRICTIVE COVENANT AREA (ZONE II B)

A parcel of land in the W½ of Section 31, T51N R41W in Carp Lake Township, Ontonagon County, Michigan, containing 26.12 acres and being more particularly described as follows:

Commencing at a point which is N09°-15'-30"E, 1834.99 feet from the Southwest Corner of Section 31, T51N R41W, the POINT OF BEGINNING.

- thence N06°-48'-02"E, 468.29 feet;
- thence N24°-43'-07"W, 48.51 feet to the centerline of a slag berm across the original Bedell Pond;
- thence N04°-49'-39"W, 201.33 feet;
- thence N31°-53'-17"E, 371.78 feet;
- thence N17°-56'-57"E, 840.15 feet;
- thence N19°-56'-24"E, 275.87 feet;
- thence S80°-40'-46"E, 598.18 feet;
- thence S09°-01'-44"E, 309.80 feet;
- thence S25°-56'-08"W, 312.35 feet;
- thence S33°-33'-30"W, 333.16 feet;
- thence S39°-12'-10"W, 483.52 feet;
- thence S24°-39'-48"W, 392.61 feet to the centerline of a slag berm across the original Bedell Pond;
- thence S69°-47'-22"W, 88.84 feet to the NE Corner of Water Plant Parcel;
- thence S19°-39'-00"W, 462.25 feet along the Water Plant Parcel;
- thence N67°-06'-53"W, 192.66 feet to the POINT OF ENDING.

By: Earl W Applekamp
Earl W. Applekamp
Professional Surveyor
Michigan No. 17610



October 4, 2002

**EXHIBIT D to
Restrictive Covenant For Zones II, IIA, HB, IIC, IID, and IE Use Restricted Property
To Restrict Use Of Groundwater, Restrict Use Of The Property To Certain Commercial And
Industrial Uses, And To Provide For Protection Of The Remedial Action**

Legal Description of Property Included within the Boundary for the Zone IIC Restrictive Covenant

Zone II

Earl W. Applekamp
Professional Surveyor
Telephone: 906-575-3477



Route 1, Box 57
3499 W. M-28
Ewen, Michigan 49925

APPLEKAMP SURVEYING, INC.

LEGAL DESCRIPTION OF THE BOUNDARY OF ON-SITE REPOSITORY RESTRICTIVE COVENANT AREA (ZONE IIC)

A parcel of land in the E½ of the SE¼, Section 36, T51N R42W, Carp Lake Township, Ontonagon County, Michigan, containing 5.42 acres and being more particularly described as follows:

From the Southeast Corner of Section 36, T51N R42W, go N00°-01'-19"E along the Section line 1,404.16 feet and Due West 175.84 feet to the POINT OF BEGINNING; thence Due West 392.68 feet; thence N19°-37'-27"W, 459.22 feet; thence S89°-56'-51"E, 675.50 feet; thence S17°-27'-45"E, 40.99 feet; thence S19°-43'-50"W, 417.33 feet to the POINT OF BEGINNING.

By: Earl W. Applekamp
Earl W. Applekamp
Professional Surveyor
Michigan No. 17610

October 4, 2002



EXHIBIT E to
Restrictive Covenant For Zones II, IIA, IIB, IIC, IID, and IIE Use Restricted Property
To Restrict Use Of Groundwater, Restrict Use Of The Property To Certain Commercial And
Industrial Uses, And To Provide For Protection Of The Remedial Action
Legal Description of Property Included within the Boundary for the Zone IID Restrictive Covenant

Zone II

Earl W. Applekamp
Professional Surveyor
Telephone: 908-678-3477



Route 1, Box 67
3499 W. M-28
Ewen, Michigan 49925

APPLEKAMP SURVEYING, INC.

LEGAL DESCRIPTION OF THE BOUNDARY OF TAILINGS BASINS RESTRICTIVE COVENANT AREA (ZONE IID)

A parcel of land encompassing a part of the S½ of the S½, Section 16, the E½ of Section 19, most of Section 20, entire Section 21, a part of the W½, Section 22 & W½, Section 27, entire Section 28 & 29, a part of the E ¼, Sections 30 & 31 and entire Sections 32 & 33, T51N R41W; ALSO a part of the W½ of the W½, Section 1, entire Section 2 and the E ¼ of Section 3, T50N R42W, Carp Lake Township, Ontonagon County, Michigan.

Commencing at the W 1/16 Corner on the South line of Section 31, T51N R41W and on the 5th Correction line, the POINT OF BEGINNING; thence North 660 feet; thence East 220 feet; thence North 660 feet; thence East 220 feet; thence North 1,320 feet more or less to the East-West ¼ line of Section 31, T51N R41W; thence East 220 feet; thence North 3,960 feet; thence East 660 feet; thence North 1,320 feet more or less to the East-West ¼ line of Section 30, T51N R41W; thence East 660 feet; thence North 5,940 feet; thence East 660 feet; thence North 660 feet; thence East 1,320 feet more or less to the N 1/16 Corner on the East line of Section 19, T51N R41W; thence East 1,320 feet; thence North 660 feet; thence East 2,640 feet; thence North 660 feet; thence East 1,320 feet more or less to the NE Corner of Section 20, T51N R41W; thence North 660 feet; thence East 3,960 feet; thence South 660 feet; thence East 1,320 feet more or less to the NE Corner of Section 21, T51N R41W; thence South 660 feet; thence East 2,310 feet; thence South 1,980 feet; thence West 330 feet; thence South 1,980 feet; thence South 660 feet more or less to the South line of Section 22, T51N R41W; thence South 1,320 feet; thence West 330 feet; thence South 1,320 feet; thence West 660 feet; thence South 660 feet; thence West 660 feet more or less to the West line of Section 27, T51N R41W; thence South 1,980 feet more or less to the Southwest Corner of Section 27, T51N R41W; thence South 5,280 feet more or less to the Southwest Corner of Section 34, T51N R41W on the 5th Correction Line; thence West 230 feet more or less to the W 1/16 Corner on the North line of Section 1, T50N R42W; thence South 2,640 feet; thence West 660 feet; thence South 1,320 feet; thence West 660 feet more or less to the East line of Section 2, T50N R42W; thence South 1,320 feet more or less to the Southeast Corner of Section 2, T50N R42W;

thence West along the South line of Sections 2 and 3, 9,240 feet more or less to the W 1/16 Corner of the South line of Section 3, T50N R42W; thence North 5,280 feet more or less to the North line of Section 3, T50N R42W on the 5th Correction Line and the South line of Section 31, T51N R41W; thence West along the 5th Correction Line and the South line of Section 31, 2,400 feet more or less to the W 1/16 Corner, the POINT OF ENDING.

Parcel contains approximately 1,140 acres in T50N R42W and 5,020 acres in T51N R41W. A total of 6,160 acres.

By: Earl W. Applekamp
Earl W. Applekamp
Professional Surveyor
Michigan No. 17610

October 4, 2002

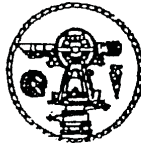


**EXHIBIT F to
Restrictive Covenant For Zones II, IIA, HB, HC, HD, and HE Use Restricted Property
To Restrict Use Of Groundwater, Restrict Use Of The Property To Certain Commercial And
Industrial Uses, And To Provide For Protection Of The Remedial Action**

Legal Description of Property Included within the Boundary for the Zone HE Restrictive Covenant

Zone II

Earl W. Applekamp
Professional Surveyor
Telephone: 906-575-3477



Route 1, Box 57
3499 W. M-28
Ewen, Michigan 49925

APPLEKAMP SURVEYING, INC.

LEGAL DESCRIPTION OF THE BOUNDARY OF SLAG PILE RESTRICTIVE COVENANTS AREA (ZONE IIE)

A parcel of land in the W $\frac{1}{2}$ of the W $\frac{1}{2}$, Section 31, T51N R41W and in the E $\frac{1}{2}$ of the E $\frac{1}{2}$ of Section 36, T51N R42W, Carp Lake Township, Ontonagon County, Michigan, containing 112 acres more or less and being more particularly described as follows:

Commencing at a point which is N00°-01'-19"E, 727.34 feet measured along the West line of Section 31, T51N R41W, from the Southwest Corner of Section 31, the POINT OF BEGINNING; thence N63°-54'-25"W, 241.65 feet; thence S44°-11'-52"W, 215.90 feet; thence S44°-37'-33"W, 524.32 feet; thence Due West to the East Bank of the Mineral River; thence Northerly 3,000 feet more or less along the East bank of the Mineral River to a point Due West from the NE Corner of the S $\frac{1}{2}$ of the SE $\frac{1}{4}$ of NE $\frac{1}{4}$, Section 36, T51N R42W; thence Due East 900 feet more or less to the NE Corner of the S $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ on the East line of Section 36, T51N R42W; thence continue Due East 659.45 feet; thence S17°-56'-57"W, 489.54 feet thence S31°-53'-17"W, 371.78 feet; thence S04°-49'-39"E, 201.33 feet; thence S24°-43'-07"E, 48.51 feet; thence S06°-48'-02"W, 468.29 feet; thence S67°-06'-53"E, 192.66 feet; thence S19°-38'-51"W, 187.75 feet; thence S15°-33'-59"E, 208.08 feet; thence S70°-20'-59"E, 240.63 feet; thence S00°-01'-19"W, 1,274.79 feet; thence N84°-36'-29"W, 96.38 feet; thence N43°-29'-03"W, 102.02 feet; thence; N60°-37'-15"W, 263.21 feet; thence N30°-31'-54"W, 205.16 feet; thence N17°-07'-05"W, 151.06 feet; thence N34°-38'-57"W, 218.38 feet; thence N63°-54'-15"W, 25.52 feet to the POINT OF ENDING.

By: Earl W. Applekamp
Earl W. Applekamp
Professional Surveyor
Michigan No. 17610



October 4, 2002

**EXHIBIT G to
Restrictive Covenant For Zones II, II-A, II-B, II-C, II-D, and II-E Use Restricted Property
To Restrict Use Of Groundwater, Restrict Use Of The Property To Certain Commercial And
Industrial Uses, And To Provide For Protection Of The Remedial Action**

**Graphical Depiction of Property Included within the Boundary for the
Zone II, II-A, II-B, II-C, II-D, and II-E Restrictive Covenant**

Zone II

PERMISSION TO IMPOSE RESTRICTIVE COVENANT

Pursuant to M.C.L. § 324.20120b(4), the undersigned, White Pine Copper Refinery, Inc., hereby grants its permission for Copper Range Company to place and record a restrictive covenant in the form of the attached document entitled Declaration of Restrictive Covenant for Zones II, IIA, IIB, IIC, IID, and IIE Use Restricted Property to Restrict Use of Groundwater and Restrict Use of the Property to Certain Commercial and Industrial Uses, and to Provide for Protection of the Remedial Action on the property that lies within the Zone II area shown on Attachment A that is currently owned by White Pine Copper Refinery, Inc..

IN WITNESS WHEREOF, this permission is granted this 20th day of September, 2004.

White Pine Copper Refinery, Inc.

BY: [Signature]
[Signature]

Mike D. Reid
[Type of Print Name]

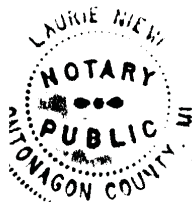
ITS: Chief Operating Officer
[Title of Officer]

STATE OF MICHIGAN
COUNTY OF Ontonagon

The foregoing instrument was acknowledged before me this 20th day of September, 2004
[Date]

Mike D. Reid, Chief Operating Officer of White Pine Copper Refinery Inc.
[name of officer or agent, title of officer or agent] [name of corporation/owner].

a Deleware, Corporation, on behalf of the corporation.
[state or place of incorporation corporation]



Laurie K. Niemi
Notary Public

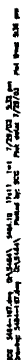
Ontonagon, Michigan
[Commissioned in] County, [State]

Laurie K. Niemi
[Print or type name]

My Commission Expires: Sept 9, 2005



Prepared by: Mike Cooper
Sr. Consultant
MFG, Inc.
4300 E. Pearl Circle Suite 300 W
Boulder, CO. 80439
(303) 447-1823



PERMISSION TO IMPOSE RESTRICTIVE COVENANT

Pursuant to M.C.L. § 324.20120b(4), the undersigned, Angelo Luppino, Inc., hereby grants its permission for Copper Range Company to place and record a restrictive covenant in the form of the attached document entitled Declaration of Restrictive Covenant for Zones II, IIA, IIB, IIC, IID, and IIE Use Restricted Property to Restrict Use of Groundwater and Restrict Use of the Property to Certain Commercial and Industrial Uses, and to Provide for Protection of the Remedial Action on the property that lies within the Zone II area shown on Attachment A that is currently owned by Angelo Luppino, Inc..

IN WITNESS WHEREOF, this permission is granted this 31 day of Aug., 2004.

Angelo Luppino, Inc.

BY: Angelo Luppino
[Signature]

Angelo Luppino
[Type of Print Name]

ITS: PRESIDENT
[Title of Officer]

STATE OF MICHIGAN
COUNTY OF Ontonagon

The foregoing instrument was acknowledged before me this 31st August, 2004 by
[Date]
Angelo Luppino of Angelo Luppino, Inc.
[name of officer or agent, title of officer or agent] [name of corporation/owner].

a Michigan, on behalf of the corporation.
[state or place of incorporation/corporation]

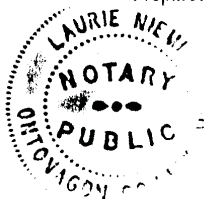
Laurie K Niemi
Notary Public

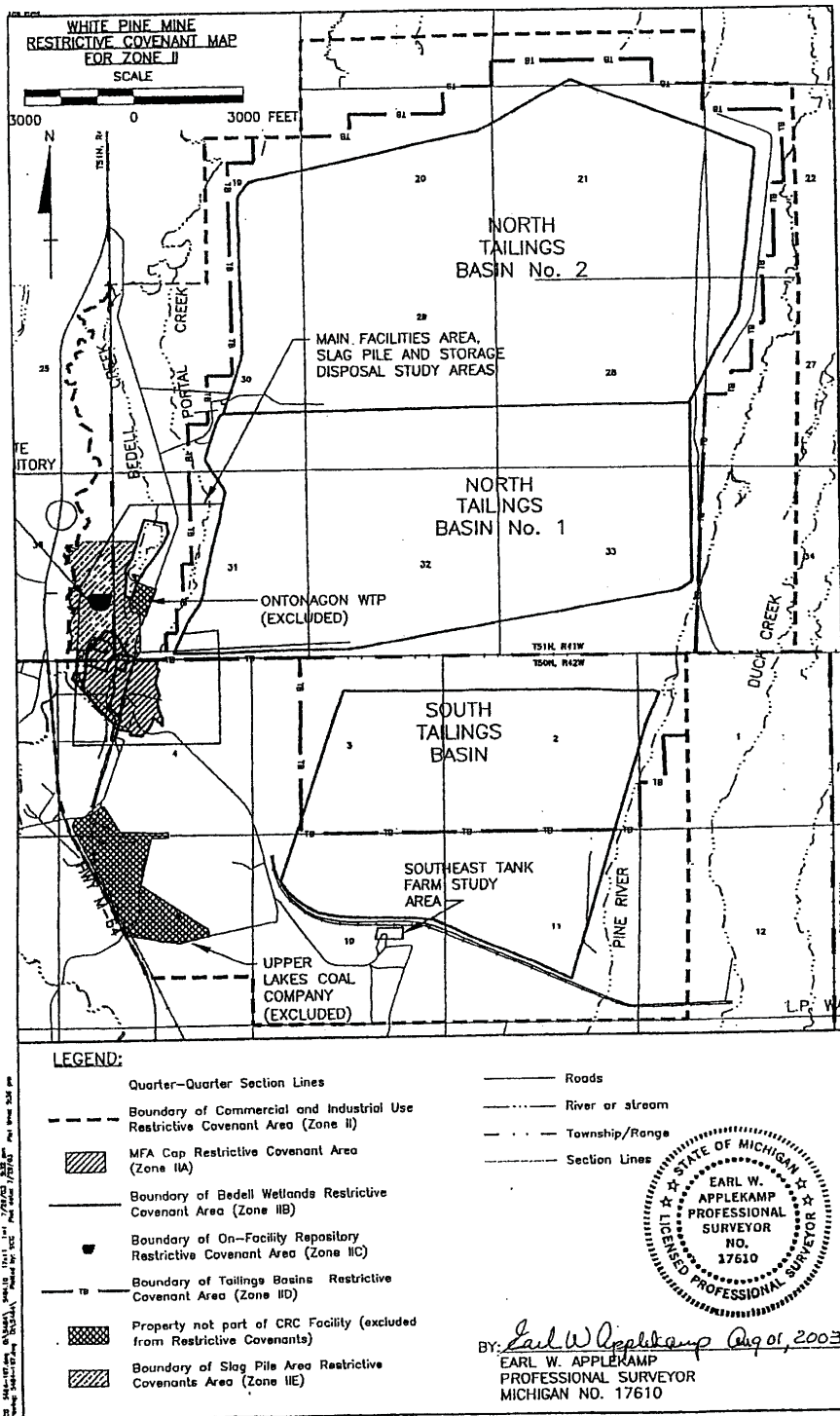
Ontonagon, Michigan
[Commissioned in] County, [State]

Laurie K Niemi
[Print or type name]

My Commission Expires: Sept 9, 2005

Prepared by: Mike Cooper
Sr. Consultant
MFG, Inc.
4300 E. Pearl Circle Suite 300 W
Boulder, CO, 80439
(303) 447-1823





PERMISSION TO IMPOSE RESTRICTIVE COVENANT

Pursuant to M.C.L. § 324.20120b(4), the undersigned, Teuton Industries, hereby grants its permission for Copper Range Company to place and record a restrictive covenant in the form of the attached document entitled Declaration of Restrictive Covenant for Zones II, IIA, IIB, IIC, IID, and IIE Use Restricted Property to Restrict Use of Groundwater and Restrict Use of the Property to Certain Commercial and Industrial Uses, and to Provide for Protection of the Remedial Action on the property currently owned by Teuton Industries.

IN WITNESS WHEREOF, this permission is granted this 3rd day of September, 2004.

Teuton Industries
 BY: Brian R. Paulsen
 [Signature]
BRIAN R. PAULSEN
 [Type of Print Name]
 ITS: PRESIDENT
 [Title of Officer]

STATE OF MICHIGAN
 COUNTY OF Ontonagon

The foregoing instrument was acknowledged before me this 3rd of September by
Brian R. Paulsen of Teuton Industries
 [name of officer or agent, title of officer or agent] [name of corporation/owner].

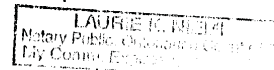
a Michigan on behalf of the corporation.
 [state or place of incorporation corporation]

Laurie K. Niemi Ontonagon, Michigan
 Notary Public [Commissioned in] County, [State]

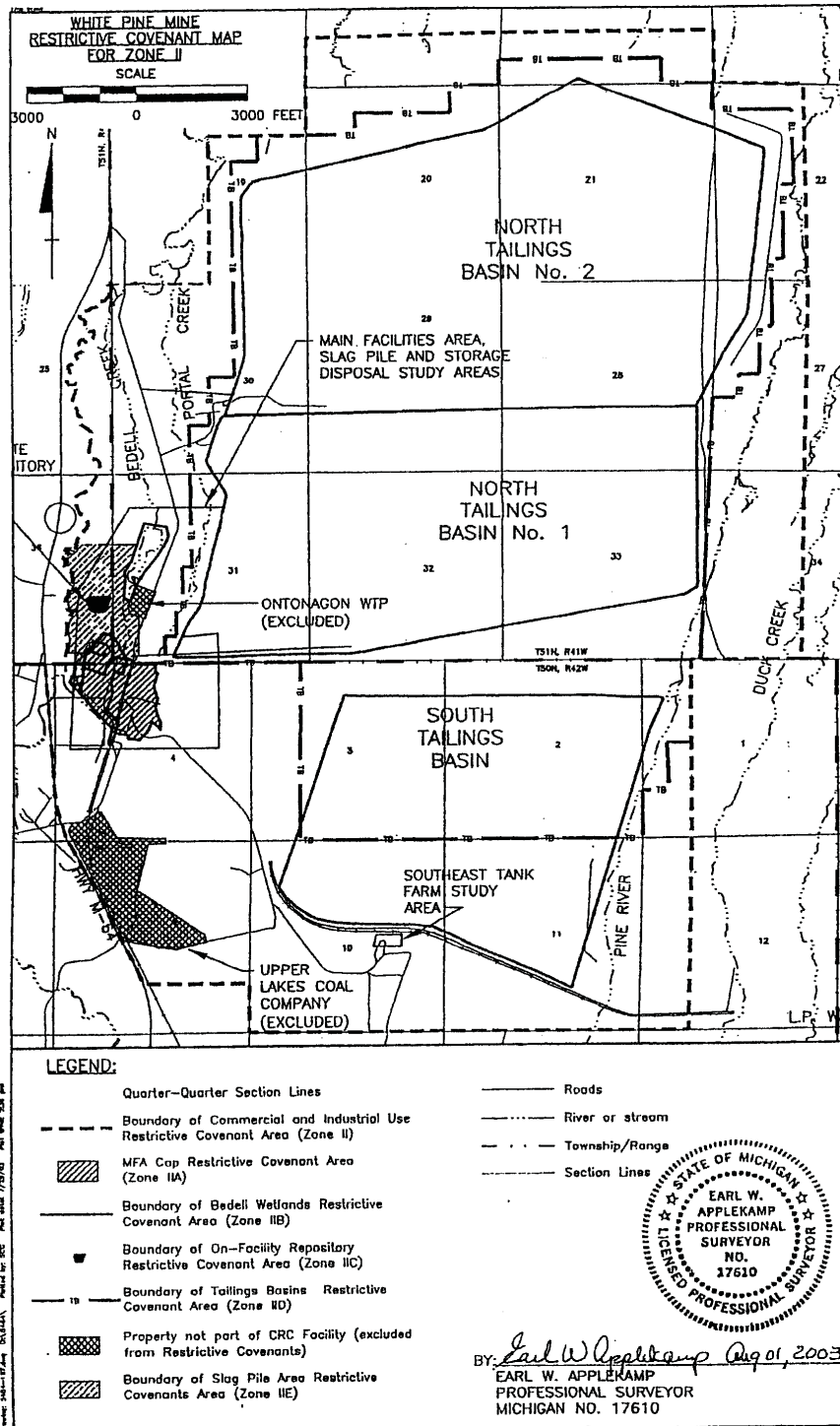
Laurie K. Niemi My Commission Expires: Sept. 9, 2005
 [Print or type name]



Prepared by: Mike Cooper
 Sr. Consultant
 MFG, Inc.
 4300 E. Pearl Circle Suite 300 W
 Boulder, CO. 80439
 (303) 447-1823



Attachment A



000007

PERMISSION TO IMPOSE RESTRICTIVE COVENANT

Pursuant to M.C.L. § 324.20120b(4), the undersigned, Ontonagon County Economic Development Corporation (EDC), hereby grants its permission for Copper Range Company to place and record a restrictive covenant in the form of the attached document entitled Declaration of Restrictive Covenant for Zones II, IIA, IIB, IIC, IID, and IIE Use Restricted Property to Restrict Use of Groundwater and Restrict Use of the Property to Certain Commercial and Industrial Uses, and to Provide for Protection of the Remedial Action on the property that lies within the Zone II area shown on Attachment A that is either currently owned by the EDC or for which EDC has the right to impose or modify easements, restrictions, or covenants.

IN WITNESS WHEREOF, this permission is granted this 24th day of August, 2004.

Ontonagon County Economic Development Corporation

BY: Sue Preiss
[Signature]

Sue Preiss
[Type of Print Name]

ITS: President
[Title of Officer]

STATE OF MICHIGAN
COUNTY OF Ontonagon

The foregoing instrument was acknowledged before me this August 24, 2004 by
[Date]

Sue Preiss, President of Ontonagon County Economic Development Corpor:
[name of officer or agent, title of officer or agent] [name of corporation/owner],

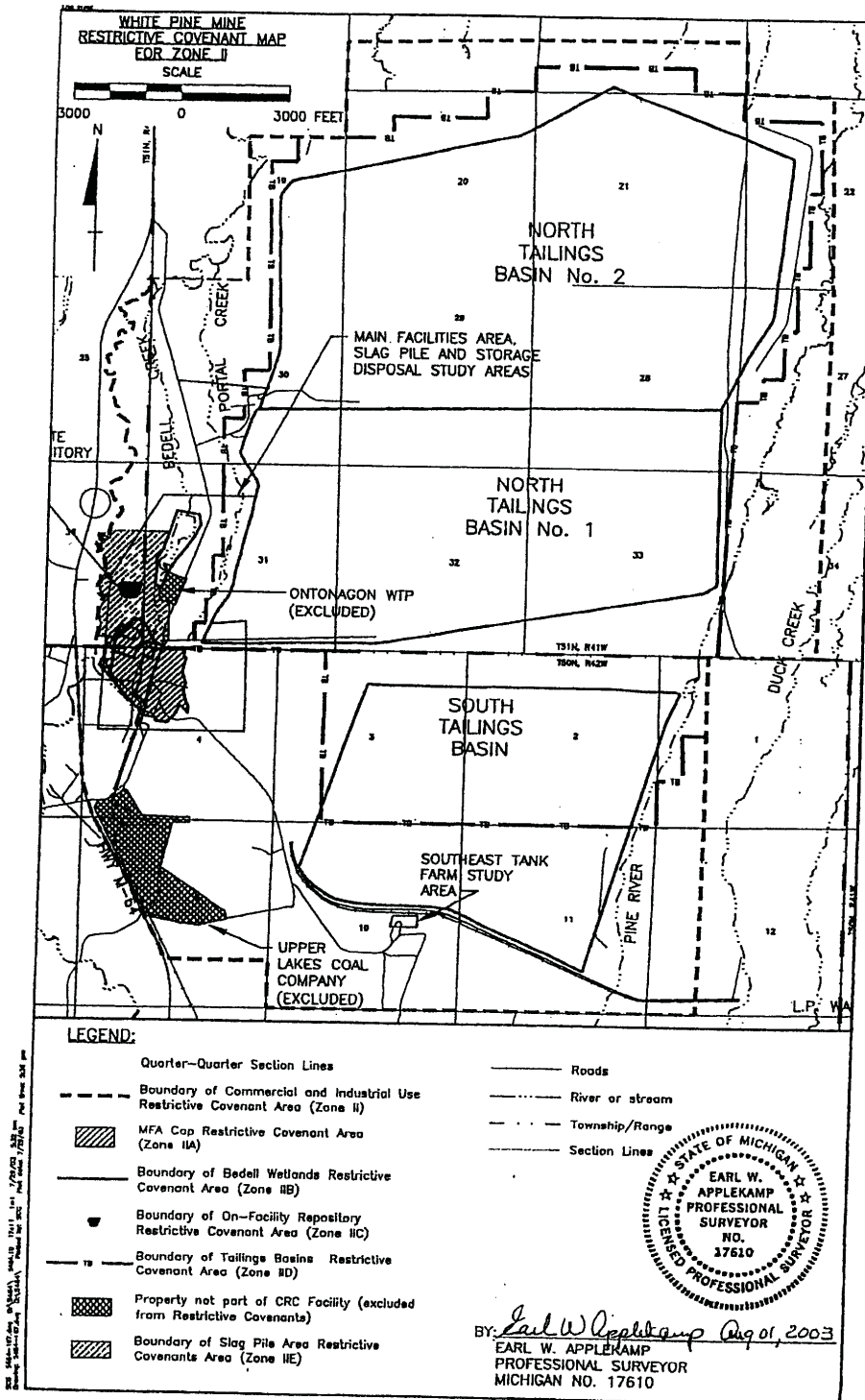
a Michigan, on behalf of the corporation.
[state or place of incorporation corporation]

Sharon A. Behrendt Ontonagon Michigan
Notary Public [Commissioned in] County, [State]

Sharon A. Behrendt My Commission Expires: October 25, 2007
[Print or type name]

Prepared by: Mike Cooper
Sr. Consultant
MFG, Inc.
4300 E. Pearl Circle Suite 300 W
Boulder, CO. 80439
(303) 447-1823

Attachment A



PERMISSION TO IMPOSE RESTRICTIVE COVENANT

Pursuant to M.C.L. § 324.20120b(4), the undersigned, Customer Metal Fabrication, Inc., hereby grants its permission for Copper Range Company to place and record a restrictive covenant in the form of the attached document entitled Declaration of Restrictive Covenant for Zones II, IIA, IIB, IIC, IID, and IIE; Use Restricted Property to Restrict Use of Groundwater and Restrict Use of the Property to Certain Commercial and Industrial Uses, and to Provide for Protection of the Remedial Action on the property that lies within the Zone II area shown on Attachment A that is currently owned by Customer Metal Fabrication, Inc..

IN WITNESS WHEREOF, this permission is granted this 17 day of Aug, 2004.

Customer Metal Fabrication, Inc.

BY: Richard A Sparapani
[Signature]

Richard A Sparapani
[Type of Print Name]

ITS: President
[Title of Officer]

STATE OF MICHIGAN
COUNTY OF Ontonagon

The foregoing instrument was acknowledged before me this 17, Aug, 2004 by
[Date]

Richard A Sparapani of Customer Metal Fabrication, Inc.
[name of officer or agent, title of officer or agent] [name of corporation/owner].

a Michigan, on behalf of the corporation.
[state or place of incorporation corporation]

Laurie K Niemi
Notary Public

Ontonagon, Michigan
[Commissioned in] County, [State]

Laurie K Niemi
[Print or type name]

My Commission Expires: Sept 9, 2005

Prepared by: Mike Cooper
Sr. Consultant
MFG, Inc.
4300 E. Pearl Circle Suite 300 W
Boulder, CO, 80439
(303) 447-1823



Attachment A



PERMISSION TO IMPOSE RESTRICTIVE COVENANT

Pursuant to M.C.L. § 324.20120b(4), the undersigned, Northern Land and Sales II, LLC, hereby grants its permission for Copper Range Company to place and record a restrictive covenant in the form of the attached document entitled Declaration of Restrictive Covenant for Zones II, IIA, IIB, IIC, IID, and IIE Use Restricted Property to Restrict Use of Groundwater and Restrict Use of the Property to Certain Commercial and Industrial Uses, and to Provide for Protection of the Remedial Action on the property that lies within the Zone II area shown on Attachment A that is currently owned by Northern Land and Sales II, LLC.

IN WITNESS WHEREOF, this permission is granted this 29th day of July, 2004.

Northern Land and Sales II, LLC

BY:

[Signature]
[Signature]

NORMAN PESTKA
[Type of Print Name]

ITS:

President Member
[Title of Officer]

STATE OF MICHIGAN
COUNTY OF Ontonagon

The foregoing instrument was acknowledged before me this 7-29-04 by
[Date]
NORMAN PESTKA of NORTHERN LAND AND SALES II, LLC
[name of officer or agent, title of officer or agent] [name of corporation/owner]

a MICHIGAN on behalf of the corporation.
[state or place of incorporation corporation]

Linda Bussiere
Notary Public

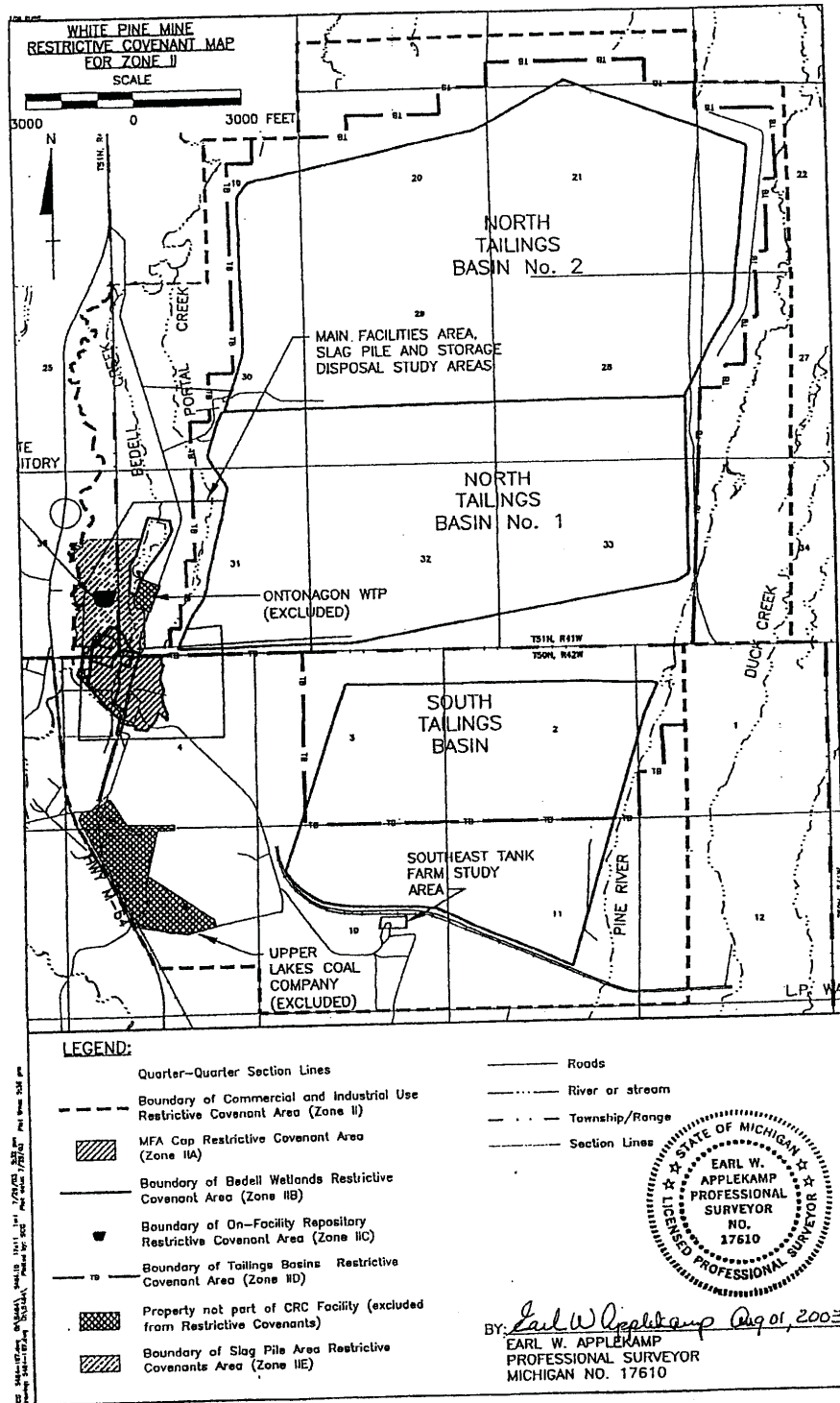
ONTONAGON, MICHIGAN
[Commissioned in] County, [State]

Linda Bussiere
[Print or type name]

My Commission Expires: 10-14-07

Prepared by: Mike Cooper
Sr. Consultant
MFG. Inc.
4300 E. Pearl Circle Suite 300 W
Boulder, CO. 80439
(303) 447-1823

Attachment A



HIGHWAY EASEMENT RELEASE

Copper Range Company

to

Board of County Road Commissioners

Received for record the 31st day of
October A.D. 1967 at 11:00 o'clock A.M.By Arthur J. Johnson RegisterBy Matthew S. Kline DeputyHIGHWAY EASEMENT RELEASEFor and in consideration of the sum of One Dollar (\$1.00) and
other valuable consideration, the receipt whereof is acknowledged,
the undersigned,COPPER RANGE COMPANY, a Michigan corporation having its principal
offices at 690 Fifth Avenue, New York, New York, hereby grants
and conveys to theBOARD OF COUNTY ROAD COMMISSIONERS of the County of Ontonagon,
a body corporate, whose address is 415 Spar Street, Ontonagon,
Michigan 49753, an easement for highway purposes in, over and
upon the several parcels of land in the County of Ontonagon, Michigan, described as follows:PARCEL 1

That part of the Northwest quarter of Northeast quarter (NW-1/4 of NE-1/4) of Section Sixteen (16), Township Fifty (50) North, of Range Forty-two (42) West, more particularly described as follows: A parcel of land for road purposes, described as follows: Commencing at the North 1/4 corner of said Section 16; thence S 89° 50' E on the North Line of Section 16 200.00 ft. to the Point of Beginning; thence, continuing S 89° 50' E on said North line 910.00 ft. to the East Line of the NW-1/4 of the NE-1/4 of Section 16; thence S 0° 10' W on said East Line 117.00 ft.; thence N 89° 50' W parallel to and 117 ft. south of said North Line 223.73 ft.; thence S 31° 21' W 223.4 ft. to the centerline of the Soo RR; thence N 58° 38' W 368.44 ft.; thence S 89° 50' W, parallel to and 117 ft. south of the North Line of Section 16 333.55 ft.; thence N 33° 56' E 140.74 ft. to the North Line of Section 16 and the Point of Beginning, and containing 4.0 acres.

PARCEL 2

A strip of land for road purposes, 33 ft. in width, described as the southerly 33 ft. of the Southwest quarter of the Southwest quarter (SW-1/4 of SW-1/4) of Section Twelve (12), Township Fifty (50) North, of Range Forty-two (42) West, containing 1.0 acres.

PARCEL 3

A strip of land for road purposes, 33 ft. in width, described as the southerly 33 ft. of the Southeast quarter (SE-1/4) of Section Twelve (12), Township Fifty (50) North, of Range Forty-two (42) West, containing 2.0 acres.

PARCEL 4

A strip of land for road purposes, 117 ft. in width, described as the northerly 117 ft. of the Northeast quarter (NE-1/4) of Section Thirteen (13), Township Fifty (50) North, of Range Forty-two (42) West, containing 71.1 acres.

PARCEL 5

That part of the Southwest quarter (SW-1/4) of Section Seven (7), Township Fifty (50) North, of Range Forty-one (41) West, more particularly described as follows: A parcel of land for road purposes, described as follows: Commencing at the SW corner of said Section 7, the Point of Beginning; thence N 88° 58' 50" E on the South Line of Section 7, 2247.49 ft. to the South 1/4 corner of Section 7; thence at right angles north 82.00 ft.; thence S 83° 58' 50" W 562.5 ft. to a point 33 ft. north of the South line of Section 7; thence S 88° 58' 50" W parallel to said South line 1591.98 ft. to the West Line of Section 7; thence South on the West Line, 33.00 ft. to the Point of Beginning, containing 2.0 acres.

PARCEL 6

That part of the South half of Southeast quarter (S-1/2 of SE-1/4) of Section Seven (7), Township Fifty (50) North, of Range Forty-one (41) West, more particularly described as follows: A strip of land for road purposes, 150 ft. in width, lying 75 ft. left and 75 ft. right of a centerline described as follows: Commencing at the South 1/4 corner of said Section 7; thence N 1° 01' 10" W on the North-South 1/4 line of Section 7, 6.84 ft. to the Point of Beginning; thence N 83° 58' 50" E 639.92 ft. to a point of curvature; thence 2355.88 ft. along the arc of a curve to the left whose radius is 2291.83 ft. and whose long chord bears N 54° 32' E, 2253.84 ft. to the North Line of the S-1/2 of SE-1/4 of Section 7 and the Point of Ending, containing 9.7 acres.

PARCEL 7

That part of the Northeast quarter of Southeast quarter (NE-1/4 of SE-1/4) of Section Seven (7) Township Fifty (50) North, of Range Forty-one (41) West, more particularly described as follows: A parcel of land for road purposes, described as follows: Commencing at the East 1/4 section corner of said Section 7, the Point of Beginning; thence S 0° 04' 40" E on the East line of Section 7, 1335.76 ft. to the south line of the NE-1/4 of SE-1/4 of Section 7; thence at right angles S 89° 55' 20" W on said south line 256.5 ft.; thence 1008.76 ft. along the arc of a curve having a radius of 2217.0 ft. and a long chord bearing N 12° 57' 20" E 999.95 ft. to a point 33 ft. west of the East line of Section 7; thence N 0° 04' 40" W 361.15 ft. to the East-West 1/4 line of Section 7; thence at right angles N 89° 55' 20" E 33.0 ft. to the Point of Beginning, containing 2.7 acres.

PARCEL 8

A strip of land for road purposes, 117 ft. in width, being the westerly 117 ft. of the northerly 1100 ft. of the Northwest quarter of Southwest quarter (NW-1/4 of SW-1/4) of Section Eight (8), Township Fifty (50) North, of Range Forty-one (41) West, containing 3.0 acres.

PARCEL 9

A strip of land for road purposes, 33 ft. in width, being the easterly 33 ft. of the Northeast quarter (NE-1/4) of Section Seven (7), Township Fifty (50) North, of Range Forty-one (41) West, containing 2.0 acres.

PARCEL 10

That part of the Northwest quarter (NW-1/4) of Section Eight (8), Township Fifty (50) North, of Range Forty-one (41) West, more particularly described as follows: A parcel of land for road purposes described as follows: Commencing at the NW corner of said Section 8, the Point of Beginning; thence S 0° 04' 40" E on the West line of Section 8, 2636.6 ft. to the West 1/4 corner of Section 8; thence at right angles N 89° 55' 20" E 117 ft.; thence N 0° 04' 40" W 2116.0 ft.; thence N 5° 12' 20" E 522.9 ft. to the north line of Section 8; thence S 89° 55' 20" W on said north line 167.3 ft. to the Point of Beginning, containing 7.4 acres.

PARCEL 11

A parcel of land for road purposes described as the southerly 40 ft. of the easterly 40 ft. of the North half of Northwest quarter of Southwest quarter (N-1/2 of NW-1/4 of SW-1/4) of Section Five (5), Township Fifty (50) North, of Range Forty-one (41) West, containing 0.04 acres.

PARCEL 12

That part of the Northeast quarter of Southwest quarter (NE-1/4 of SW-1/4) of Section Five (5), Township Fifty (50) North, of Range Forty-one (41) West, more particularly described as follows: A strip of land for road purposes, 150 ft. in width, lying 75 ft. left and 75 ft. right of a centerline described as follows: Commencing at the SW corner of said Section 5; thence N 89° 55' 20" E on the south line of Section 5 42.0 ft.; thence N 0° 04' 40" W, 800.00 ft.; thence N 49° 25' 20" E, 1707.15 ft. to west line of the East 1/2 of the SW-1/4 of Section 5 and the Point of Beginning; thence continuing N 49° 25' 20" E 1106.0 ft. to the East-West 1/4 line of Section 5 and the Point of Ending, containing 3.8 acres.

PARCEL 13

That part of the North half (N-1/2) of Section Five (5), Township Fifty (50) North, of Range Forty-one (41) West, more particularly described as follows: A strip of land for road purposes, 150 ft. in width, lying 75 ft. left and 75 ft. right of a centerline described as follows: Commencing at the SW corner of said Section 5; thence N 89° 55' 20" E on the south line of Section 5, 42.0 ft.; thence N 0° 04' 40" W 800.0 ft.; thence N 49° 25' 20" E 2813.2 ft. to the east-west quarter line of Section 5 and the Point of Beginning; thence continuing N 49° 25' 20" E 3199.3 ft. to the north line of Section 5 and the Point of Ending, said point being N 89° 49' 40" W 672.5 ft. from the NE corner of Section 5, containing 11.0 acres.

PARCEL 14

That part of the West half of Southeast quarter (W-1/2 of SE-1/4) of Section Thirty-six (36), Township Fifty-one (51) North, of Range Forty-one (41) West, more particularly described as follows: A strip of land for road purposes, 150 ft.

in width, lying 75 ft. left and 75 ft. right of a centerline described as follows: Commencing at the South 1/4 corner of said Section 36, thence N 89° 49' 40" W along the South line of Section 36 207.0 ft. to the Point of Beginning; thence N 49° 25' 20" E 1952.7 ft. to the North line of the W-1/2 of the SE-1/4 of Section 36 and the Point of Ending, containing 6.9 acres.

PARCEL 15

A parcel of land for road purposes described as the southerly 100 ft. of the westerly 100 ft. of the North half of Southeast quarter of Southeast quarter (N-1/2 of SE-1/4 of SE-1/4) of Section Thirty-six (36), Township Fifty-one (51) North, of Range Forty-one (41) West, containing 0.2 acres.

PARCEL 16

That part of the Northeast quarter of the Southeast quarter (NE-1/4 of SE-1/4) of Section Thirty-six (36), Township Fifty-one (51) North, of Range Forty-one (41) West, more particularly described as follows: A strip of land for road purposes, 150 ft. in width, lying 75 ft. right and 75 ft. left of a centerline described as follows: Commencing at the SE corner of said Section 36, thence N 0° 26' 40" W along the East line of Section 36, 2473.4 ft. to the Point of Beginning; thence S 49° 25' 20" W 1726.6 ft. to the west line of the NE-1/4 of SE-1/4 of Section 36 and the Point of Ending, containing 6.0 acres.

PARCEL 17

That part of the Northwest quarter of Southwest quarter (NW-1/4 of SW-1/4) of Section Thirty-one (31), Township Fifty-one (51) North, of Range Forty (40) West, more particularly described as follows: A strip of land for road purposes, 150 ft. in width, lying 75 ft. left and 75 ft. right of a centerline described as follows: Commencing at the SW corner of said Section 31, thence N 0° 26' 40" W on the West line of Section 31 2463.4 ft. to the Point of Beginning; thence N 49° 25' 20" E 261.7 ft. to the North line of the SW-1/4 of Section 31 and the Point of Ending, containing 0.9 acres.

PARCEL 18

That part of the Southeast quarter of Northwest quarter (SE-1/4 of NW-1/4) of Section Thirty-one (31), Township Fifty-one (51) North, of Range Forty (40) West, more particularly described as follows: A strip of land for road purposes, 150 ft. in width, lying 75 ft. left and 75 ft. right of a centerline described as follows: Commencing at the SW corner of said Section 31; thence N 0° 26' 40" W on the West line of Section 31, 2463.4 ft.; thence N 45° 25' 20" E 1923.7 ft. to the West line of the SE-1/4 of NW-1/4 of Section 31 and the Point of Beginning; thence, continuing N 45° 25' 20" E 371.8 ft. to the North line of the SE-1/4 of NW-1/4 of said Section 31 and the Point of Ending, containing 1.3 acres.

PARCEL 19

That part of the Northwest quarter of Northeast quarter (NW-1/4 of NE-1/4) of Section Thirty-one (31), Township Fifty-one (51) North, of Range Forty (40) West, more particularly described as follows: A strip of land for road purposes, 150 ft. in width, lying 75 ft. right and 75 ft. left of a centerline described as follows: Commencing at the N 1/4 corner of said Section 31, thence N 89° 47' E on the North line of Section 31 449 ft. to the Point of Beginning; thence 642.5 ft. along the arc of a curve whose radius is 5729.65 ft. and whose long chord bears S 44° 08' W 639.7 ft. to the north-south 1/4 line of Section 31, the Point of Ending, containing 2.2 acres.

SAVING AND RESERVING unto the grantor herein and its successors and assigns, and/or to third parties of record, all ores, metals, minerals and merchantable stone found therein, and the right at any and all times to remove the same, and the right to construct and maintain over, across, under and along said right of way such electric transmission, telephone and telegraph lines, gas, water and other pipe lines and tunnels as they deem advisable, with the necessary structures therefor, provided none of such operations interferes with grantee's use of the highway easement above granted nor endangers the subjacent support thereof; and also reserving unto the grantor herein and its successors and assigns the right to cross said right of way with such lines of railroad as it may desire, subject always to the approval of grantee as to location and highway safety features.

Provided, that whenever the use of the above described parcels of land, or any portion thereof as a highway shall be abandoned and discontinued, this grant of easement shall immediately cease as to such abandoned and discontinued

30 ml 518

parcels of land or portion thereof and all the rights of the Board of County Road Commissioners of the County of Ontonagon in the same hereunder shall terminate.

The aforesaid grant is made on the condition that grantee will at its own expense remove, by burning or otherwise, all brush and combustible material within said right of way limits, in such manner as to protect timber and adjoining lands, and will replace or re-erect all fences, if any, now existing on said described lands, in accordance with its standard specifications.

IN WITNESS WHEREOF, the said party of the first part has caused this instrument to be executed by its proper officers, hereunto duly authorized, and its corporate seal to be hereunto affixed, the 20th day of October, 1967.

Signed, sealed and delivered
in presence of:

COPPER RANGE COMPANY

Jean Arre

By JAMES BOYD

Thomas P. Lawrence

(CORPORATE SEAL)

President.

Barbara Del Prete

And J. ROLAND ACHROYD

Thomas P. Lawrence

Secretary.

STATE OF NEW YORK }
CITY OF NEW YORK } ss.
COUNTY OF NEW YORK }

On this 20th day of October, in the year of our Lord one thousand nine hundred and sixty-seven, before me, the undersigned, a Notary Public in and for said County, personally came JAMES BOYD, President, and J. ROLAND ACHROYD, Secretary, to me known, who, being by me duly sworn, did depose and say that they are the President and Secretary, respectively, of the Copper Range Company, the corporation described in and which executed the above instrument; that they know the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed by order of the board of directors of said corporation; and the said JAMES BOYD and J. ROLAND ACHROYD severally acknowledged said instrument to be the free act and deed of said corporation.

Harry Mandel

Notary Public in and for the City of New York,
No. 11-2500600
Qualified in Queens County
Certificate filed in New York County
My Commission Expires: March 30, 1969.

(NOTARY SEAL)

Drafted by
Carl G. Bay
Attorney at Law
300 West Memorial Ave.
Houghton, Michigan.

* * * * *

STACY C. PREISS 10P
Ontonagon County
DI 201400934 Page 1 of 10
JEM Date 05/19/2014 Time 12:26:02
RECORDING FEE: 41.00

DECLARATION OF RESTRICTIVE COVENANT

This Declaration of Restrictive Covenant ("Restrictive Covenant") dated as of MAY 8, 2014 by **COPPER RANGE COMPANY**, a Delaware corporation ("CRC"), having an address of 105 Maple Street, White Pine, Michigan 49971, is executed, delivered, and recorded for the benefit of **SUBTERRA LLC**, a Michigan corporation ("SubTerra"), having an address of P.O. Box 55, White Pine, Michigan 49971.

RECITALS

A. CRC has heretofore quit claimed and conveyed to SubTerra certain lands and interests in real property located in the Townships of Carp Lake and Ontonagon, Ontonagon County, Michigan by (i) a Quit Claim Deed dated February 26, 2004 and recorded May 4, 2004 in Liber 113 of Deeds, Page 21, Ontonagon County Records; (ii) a Quit Claim Deed of even date hereof which is or shall be recorded with the Ontonagon County Register of Deeds; a (iii) Quit Claim Deed dated February 26, 2004 and recorded May 4, 2004 in Liber 113 of Deeds, Page 25; and (iv) a Warranty Deed dated September 29, 2009 and recorded on October 2, 2009 as Document No. 200901836 (together, the "Deeds");

B. CRC has also heretofore executed and delivered for the benefit of SubTerra a certain Declaration of Restrictive Covenant To Restrict Placement Of Tailings dated February 26, 2004 which is or shall be recorded with the Ontonagon County Register of Deeds ("Tailings Covenant"); and

C. CRC has agreed to protect the rights of SubTerra in the underground mine and other premises conveyed by the Deeds by restricting CRC's rights of access to such underground mine and such other premises and its use of certain land owned by CRC adjacent to and above the underground mine, all as hereinafter specifically set forth.

NOW THEREFORE, in consideration of the Recitals, premises and agreements set forth herein, and in furtherance of the understandings of CRC and SubTerra, CRC hereby irrevocably covenants and agrees as follows:

I. Restrictive Covenant. CRC hereby waives and releases any and all rights to:

(a) access, enter, use, penetrate or occupy the Underground Mine or the Buffer Area, except for Permitted Uses, each as defined below; and

(b) explore, drill, develop, operate, mine, extract, excavate, produce, recover or store any ores, metals, salts, coal, oil, gas, or other minerals, materials, fluids, or substances of any

EXECUTION COPY

kind or character (including without limitation backfill, broken rock, and mine tailings) in the Underground Mine or the Buffer Area, except for the Permitted Uses specifically described in paragraph 2(c) below.

"Underground Mine", for the purposes of this Restrictive Covenant, shall mean the real property described on Exhibit A attached hereto.

"Buffer Area" shall mean a three (3) dimensional area comprising and including all lands and depths located vertically and horizontally within three hundred thirty (330) feet of the Underground Mine; provided, however, that under no circumstances shall the Buffer Area include the surface of the lands located above such three (3) dimensional area, as and where the elevation of such surface is located as of the date of this Restrictive Covenant ("Surface").

Subject to the provisions of the Tailings Covenant, this Restrictive Covenant shall have no effect on CRC's ownership of and right to use the Surface and the subsurface (to a depth of fifty (50) feet below the Surface) of the lands owned by CRC that are located above and outside of the three (3) dimensional area comprising the Underground Mine and Buffer Area.

2. Permitted Uses. The waivers, restrictions and prohibitions set forth in paragraph 1 hereof are subject to the following permitted uses ("Permitted Uses"):

(a) Uses necessary for the performance of all rights and obligations of CRC relating directly to remedial and monitoring activities under: (i) matters of record as of the date of this Restrictive Covenant; (ii) the Remedial Activity Easement Agreement of even date hereof which is or shall be recorded with the Ontonagon County Register of Deeds; and (iii) the agreements between CRC and SubTerra listed on Exhibit B attached hereto, all of such uses, agreements, and matters of record between CRC and SubTerra being subject to the provisions of paragraph 3 below;

(b) Uses necessary for the performance of CRC's obligations under (i) the Consent Decree between Grantor, Frank J. Kelly, Attorney General of the State of Michigan, and the Michigan Department of Environmental Quality ("MDEQ") dated September 4, 1997, as it may be amended, (ii) the Remediation Action Plan approved by the MDEQ with respect to the White Pine Mine facility ("RAP"), and (iii) the National Pollutant Discharge Elimination System (NPDES) System, Permit No. 00006114, issued to CRC by the MDEQ on November 1, 2012, as it may be renewed or amended; and

(c) Uses within the Buffer Area necessary to determine the location and structural integrity of, and to establish and maintain a subsurface barrier wall in connection with the development of a new underground mine outside of the Buffer Area insofar, and only insofar, as SubTerra shall have given its prior written consent to such uses, which consent shall not be unreasonably delayed or withheld, but which consent may be withheld if in the reasonable judgment of SubTerra, based on technical evidence, such use would adversely impact SubTerra's occupation and use of the Underground Mine, and which consent may be conditioned upon such reasonable conditions as SubTerra may determine are necessary to protect its occupation and use of the Underground Mine, including without limitation, requiring that CRC provide SubTerra

with copies of the plans, methods and permits for such work and with a satisfactory indemnity by CRC with respect to the performance of such work.

3. Runs With the Land; Prevails in the Event of a Conflict. The covenants, waivers, restrictions and prohibitions set forth in this Restrictive Covenant shall run with the land, shall inure to the benefit of SubTerra, its successors and assigns, and shall be binding on CRC, and its successors and assigns, and any person or entity claiming an interest in the Buffer Area, or any right to use the Buffer Area, through or under CRC. It being the express agreement of CRC and SubTerra that CRC's rights of access to the Underground Mine and Buffer Area are subject to, and limited and governed by, this Restrictive Covenant, the parties further acknowledge and agree that, in the event of a conflict between the provisions of (a) any of the instruments or agreements between CRC and SubTerra described in paragraph 2(a) herein or listed on Exhibit B hereto, and (b) this Restrictive Covenant, the provisions of this Restrictive Covenant shall prevail.

4. Authority to Execute Restrictive Covenant. The undersigned person executing this Restrictive Covenant for and on behalf of CRC represents and certifies that the undersigned is duly authorized to execute and deliver this Restrictive Covenant and that this Restrictive Covenant is the valid and binding obligation of CRC.

5. Notices. Any Notice or other communication required or which may be given under this Restrictive Covenant shall be in writing and either delivered personally to the addressee or telecopied, emailed or telexed to the addressee, or sent by overnight courier to the addressee; and it shall be deemed given when so delivered personally, telecopied, emailed or telexed to the addressee, or if sent by overnight courier, one business day after the day so sent as follows:

If to SubTerra:	Brent H. Zettl SubTerra LLC P.O. Box 55 White Pine, Michigan 49971
If to CRC:	J. P. Solmes Copper Range Company c/o First Quantum Minerals Suite 1000 330 Bay Street Toronto, Ontario, Canada M5H 2S8

6. Waiver. No delay on the part of SubTerra in exercising any of its rights, powers, or privileges under this Restrictive Covenant shall operate as a waiver of such rights, powers, or privileges, nor shall any waiver by SubTerra of any rights, powers, or privileges under this Restrictive Covenant, nor any single or partial exercise of any such rights, powers, or privileges under this Restrictive Covenant, preclude any other or further exercise of such rights, powers, or privileges under this Restrictive Covenant. The rights and remedies of SubTerra arising out of, or otherwise in respect of, any breach of this Restrictive Covenant shall in no way be limited by the fact that the act, omission, occurrence, or other state of facts upon which any claim of any

such breach is based may also be the subject matter of any other covenant or agreement between CRC and SubTerra as to which there is no breach.

[Signature on following page]

IN WITNESS WHEREOF, CRC, as Declarant, has caused this Declaration of Restrictive Covenant to be executed and delivered on this 8 day of May, 2014.

COPPER RANGE COMPANY,
a Delaware corporation

By: [Signature]
JP Solmes
Its: ~~President~~ ASST. SECRETARY
DF

PROVINCE OF ONTARIO)

CITY OF TORONTO)

The foregoing Declaration of Restrictive Covenant was acknowledged before me this 8th day of May, 2014, by JP Solmes, the Assistant Secretary of **COPPER RANGE COMPANY**, a Delaware corporation, on behalf of said corporation.

[NOTARY SEAL]

[Signature]
Print Name: Ann Daniel Fute
Notary Public, Ontario
My Commission Expires: N/A

Drafted by and when
Recorded return to:
John H. Norris
Dickinson Wright PLLC
2600 W. Big Beaver Road, Ste 300
Troy, MI 48084-3312

EXHIBIT A

1. The underground mine that is located under the surface of (i) the lands described below and (ii) certain other lands adjacent thereto which are depicted on the Mine Map (defined below), including without being limited to all constructed void spaces, backfill, broken rock, mine tailings, tunnels, pillars, posts, panels, structures, improvements, workings, fixtures, walls and ceilings (the "Underground Mine"). The Underground Mine comprises and includes (a) the entirety of a three (3) dimensional area, with upper and lower physical boundaries being defined vertically by an elevation above mean sea level (USGS datum) as described below, and the physical horizontal boundaries of such underground mine being located as shown on the mine map attached hereto as Exhibit A-1, which mine map depicts an interpretation of the survey of the external boundaries of the historical underground mine workings of the White Pine Mine by Applekamp Surveying, P.C. of Ewen, Michigan (the "Mine Map"); and (b) all shafts and portals leading from the surface to such underground mine.

3-D Block 780 to minus 2840 (-2840) msl

T51N, R41W (Carp Lake Township)

Section 30, SW 1/4 SW 1/4
Section 31, W 1/2, W 1/4 SE 1/4, SE 1/4 SE 1/4
Section 32, EXCEPT N 1/2 NE 1/4
Section 33, SW 1/4 SW 1/4
Section 34, SW 1/4 SW 1/4

3-D Block 830 to minus 2840 (-2840) msl

T50N, R42W (Carp Lake Township)

Section 1, N 1/2
Section 2, N 1/2
Section 3, N 1/2
Section 4, N 1/2

T50N, R41W (Ontonagon Township)

Section 6, SW 1/4 NE 1/4, SE 1/4 NW 1/4

3-D Block 855 to minus 2840 (-2840) msl

T50N, R41W (Ontonagon Township)

Section 6, S 1/2 EXCEPT E 1/2 SE 1/4
Section 7 EXCEPT S 1/2 S 1/2, E 1/2 NE 1/4, SW 1/4 NE 1/4, SE 1/4 NW 1/4

T50N, R42W (Carp Lake Township)

Section 1, S 1/2
Section 2, S 1/2
Section 3, S 1/2
Section 4, S 1/2

Section 8, E 1/2, E 1/2 SW 1/4, SE 1/4 NW 1/4
 Section 9
 Section 10
 Section 11
 Section 12, Except: S 1/2 SE 1/4
 Section 13, NW 1/4, N 1/2 SW 1/4
 Section 14
 Section 15
 Section 16
 Section 17
 Section 20, NE 1/4, E 1/2 NW 1/4, N 1/2 SE 1/4
 Section 21, Except: E 1/2 SE 1/4
 Section 22, Except: SW 1/4 SW 1/4
 Section 23, NE 1/4, E 1/2 E 1/2 NW 1/4, NW 1/4 SW 1/4, SW 1/4 NW 1/4
 Section 24, W 1/2 NW 1/4, N 1/2 SW 1/4, SE 1/4 NW 1/4

Shafts

2. The Shafts described below include the surface area around the opening of each Shaft and any and all constructed void spaces beginning at the surface and leading to the underground mine, regardless of surface land ownership:

Northwest Vent Shaft Location

A vertical Shaft of ± 18 feet in diameter from the surface to the Underground Mine, ± 97 feet in length

Old Vent Shaft Location

A vertical Shaft of ± 20 feet in diameter from the surface to the Underground Mine, ± 322 feet in length

40' Vent Shaft Location

A vertical Shaft of ± 42 feet in diameter from the surface to the Underground Mine, ± 63 feet in length

EXHIBIT A-1

[Map of Historic White Pine underground mine]



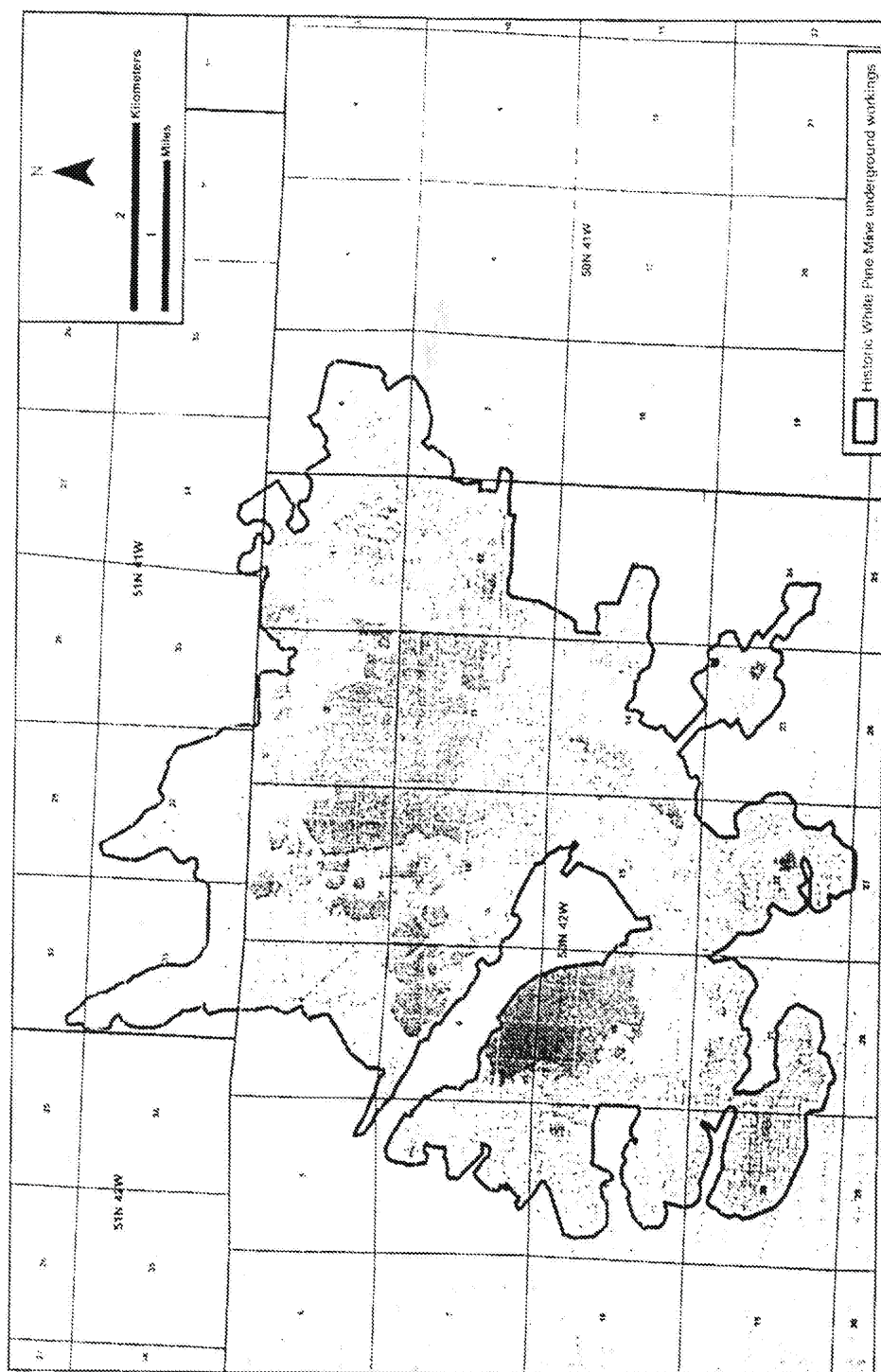


EXHIBIT B

1. Mine Water Management Plan Standard Operating Procedures dated February 19, 2004 between SubTerra, LLC and Copper Range Company.
2. Interim Pumping Arrangement between Copper Range Company and SubTerra, LLC dated May 13, 2005.
3. Asset purchase agreement dated June 10, 2003 among SubTerra, LLC, Copper Range Company and Prairie Plant Systems, Inc.
4. Real property purchase agreement dated July 31, 2009 between SubTerra, LLC and Copper Range Company.
5. Area B Transfer Agreement dated February 26, 2004 between SubTerra, LLC and Copper Range Company.

STACY C. PREISS 9P
Ontonagon County
DI 201400935 Page 1 of 9
JEM Date 05/19/2014 Time 12:26:11
RECORDING FEE: 38.00

QUIT CLAIM DEED

Copper Range Company, a Delaware corporation, whose address is 105 Maple Street, White Pine, Michigan 49971 ("Grantor"), quit-claims to SubTerra, LLC, a Michigan limited liability company, whose address is P.O. Box 55, White Pine, Michigan 49971 ("Grantee"), all ores, metals, salts, coal, oil, gas and other minerals of every kind, character and substance located on, in or that may be produced from the real property situated in the Townships of Carp Lake and Ontonagon, County of Ontonagon, State of Michigan described in Exhibit A, which is attached hereto and incorporated herein, together with (a) all exploration, development, operating, mining, drilling, extraction, production, recovery, and subsurface storage rights thereto and therefor, and (b) all surface and subsurface rights appurtenant thereto or necessary for the exercise of such rights, including without limitation, (i) rights of access, ingress, egress to, and possession of such minerals and (ii) the use of existing utility easements and facilities (including without being limited to water, sewer, and electricity lines, and the related facilities or equipment), but excepting and reserving unto Grantor all sand, gravel and building stone occurring at or above a subsurface depth of fifty (50) feet that is not inextricably mixed and comingled with the minerals quit claimed hereunder;

For the sum of Ten Dollars (\$10.00) and other good, valuable and sufficient consideration in hand paid.

The interests and rights conveyed to Grantee hereby do not include any surface rights except for:

- (a) the surface rights necessary for the exercise of the rights conveyed hereby as set forth herein; and
- (b) the surface rights which were previously conveyed by Grantor to Grantee in the Quit Claim Deed dated February 26, 2004 and recorded on May 4, 2004 in Liber 113, Page 21, Ontonagon County Records (the "2004 Deed"), which surface rights are hereby confirmed by Grantor as vested in Grantee.

The interests and rights conveyed to Grantee hereby are subject to:

- (a) all matters of record as of the date hereof;
- (b) (i) all rights of Grantor under (A) the Remedial Activity Easement Agreement of even date hereof between Grantor and Grantee which is or shall be recorded with the

Ontonagon County Register of Deeds, and (B) the agreements between Grantor and Grantee listed on Exhibit B attached hereto; and (ii) all Grantor's rights of access under the agreements between Grantor and Grantee listed on Exhibit C attached hereto; provided that all Grantor's rights under the documents described in (i) and (ii) above shall be subject to, and limited and governed by, the provisions of the Declaration of Restrictive Covenant of even date herewith between Grantor and Grantee (the "Restrictive Covenant") which is or shall be recorded in the Ontonagon County Register of Deeds, and in the event of a conflict between such agreements and the Restrictive Covenant, the provisions of the Restrictive Covenant shall prevail; and

(c) all rights of Grantor necessary for the performance of Grantor's obligations under (i) the Consent Decree between Grantor, Frank J. Kelly, Attorney General of the State of Michigan, and the Michigan Department of Environmental Quality ("MDEQ") dated September 4, 1997, as it may be amended; and (ii) the National Pollutant Discharge Elimination System (NPDES) System, Permit No. 00006114, issued to Grantor by the MDEQ on November 1, 2012, as it may be amended.

This instrument is exempt from Michigan Real Estate Transfer Tax by reason of MCLA §207.526(p) and MSA §7.456(5)(n) and MCLA 207.505(n).

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

[Remainder of page intentionally blank; Signature on following page]

Dated this 8 day of May, 2014

COPPER RANGE COMPANY

By:

JP Solmes

its:

PROVINCE OF ONTARIO)
) ss.
CITY OF TORONTO)

The foregoing instrument was acknowledged before me on May 8, 2014, by JP Solmes, the Assistant Secretary [title] of **COPPER RANGE COMPANY**, a Delaware corporation, on behalf of the corporation.

Print Name: Daniel Fiske

Notary Public, Ontario

My Commission Expires: N/A

[Notary Seal]

Prepared by/When Recorded Return to:
John H. Norris
DICKINSON WRIGHT PLLC
2600 W. Big Beaver Road, Suite 300
Troy, MI 48084-3312
(248) 433-7200

EXHIBIT A

1. The underground mine that is located under the surface of (i) the lands described below and (ii) certain other lands adjacent thereto which are depicted on the Mine Map (defined below), including without being limited to all constructed void spaces, backfill, broken rock, mine tailings, tunnels, pillars, posts, panels, structures, improvements, workings, fixtures, walls and ceilings (the "Underground Mine"). The Underground Mine comprises and includes (a) the entirety of a three (3) dimensional area, with upper and lower physical boundaries being defined vertically by an elevation above mean sea level (USGS datum) as described below, and the physical horizontal boundaries of such underground mine being located as shown on the mine map attached hereto as Exhibit A-1, which mine map depicts an interpretation of the survey of the external boundaries of the historical underground mine workings of the White Pine Mine by Applekamp Surveying, P.C. of Ewen, Michigan (the "Mine Map"); and (b) all shafts and portals leading from the surface to such underground mine.

Together with a three (3) dimensional area comprising and including all lands and depths located within thirty (30) feet of the physical boundaries of the Underground Mine and each shaft and portal described below.

3-D Block 780 to minus 2840 (-2840) msl

T51N, R41W (Carp Lake Township)

Section 30, SW 1/4 SW 1/4
Section 31, W 1/2, W 1/4 SE 1/4, SE 1/4 SE 1/4
Section 32, EXCEPT N 1/2 NE 1/4
Section 33, SW 1/4 SW 1/4
Section 34, SW 1/4 SW 1/4

3-D Block 830 to minus 2840 (-2840) msl

T50N, R42W (Carp Lake Township)

Section 1, N 1/2
Section 2, N 1/2
Section 3, N 1/2
Section 4, N 1/2

T50N, R41W (Ontonagon Township)

Section 6, SW 1/4 NE 1/4, SE 1/4 NW 1/4

3-D Block 855 to minus 2840 (-2840) msl

T50N, R41W (Ontonagon Township)

Section 6, S 1/2 EXCEPT E 1/2 SE 1/4
Section 7 EXCEPT S 1/2 S 1/2, E 1/2 NE 1/4, SW 1/4 NE 1/4, SE 1/4 NW 1/4

T50N, R42W (Carp Lake Township)

Section 1, S 1/2
 Section 2, S 1/2
 Section 3, S 1/2
 Section 4, S 1/2
 Section 8, E 1/2, E 1/2 SW 1/4, SE 1/4 NW 1/4
 Section 9
 Section 10
 Section 11
 Section 12, Except: S 1/2 SE 1/4
 Section 13, NW 1/4, N 1/2 SW 1/4
 Section 14
 Section 15
 Section 16
 Section 17
 Section 20, NE 1/4, E 1/2 NW 1/4, N 1/2 SE 1/4
 Section 21, Except: E 1/2 SE 1/4
 Section 22, Except: SW 1/4 SW 1/4
 Section 23, NE 1/4, E 1/2 E 1/2 NW 1/4, NW 1/4 SW 1/4, SW 1/4 NW 1/4
 Section 24, W 1/2 NW 1/4, N 1/2 SW 1/4, SE 1/4 NW 1/4

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Northwest Vent Shaft Location

A vertical Shaft of ± 18 feet in diameter from the surface to the Underground Mine, ± 97 feet in length

Old Vent Shaft Location

A vertical Shaft of ± 20 feet in diameter from the surface to the Underground Mine, ± 322 feet in length

40' Vent Shaft Location

A vertical Shaft of ± 42 feet in diameter from the surface to the Underground Mine, ± 63 feet in length

EXHIBIT A-1

[Map of Historic White Pine underground mine]

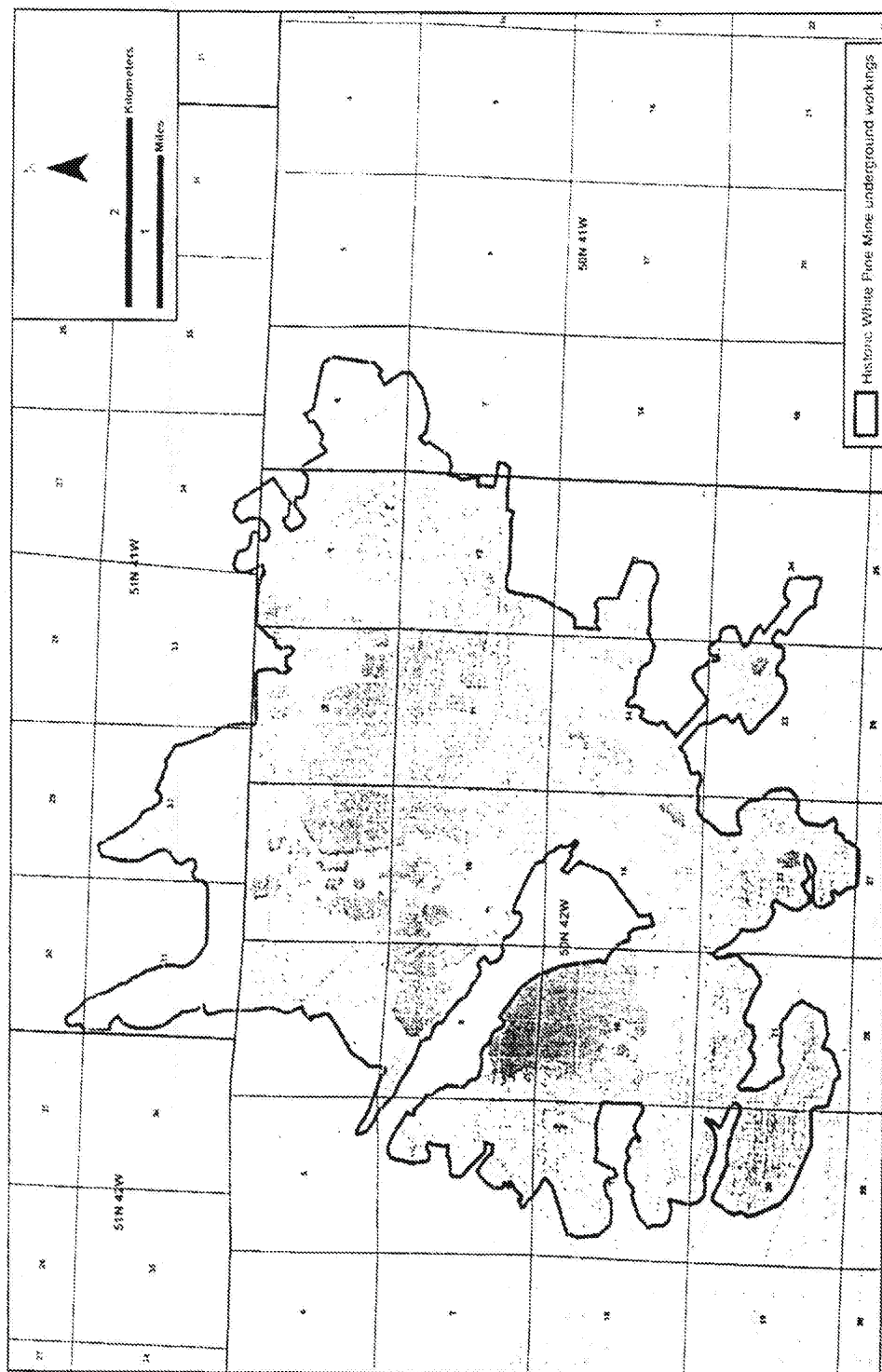


EXHIBIT B

1. Mine Water Management Plan Standard Operating Procedures dated February 19, 2004 between SubTerra, LLC and Copper Range Company.
2. Interim Pumping Arrangement between Copper Range Company and SubTerra, LLC dated May 13, 2005.

EXHIBIT C

1. Asset purchase agreement dated June 10, 2003 among SubTerra, LLC, Copper Range Company and Prairie Plant Systems, Inc.
2. Real property purchase agreement dated July 31, 2009 between SubTerra, LLC and Copper Range Company.
3. Area B Transfer Agreement dated February 26, 2004 between SubTerra, LLC and Copper Range Company.

STACY C. PREISS 12P
Ontonagon County
DI 201400936 Page 1 of 12
JEM Date 05/19/2014 Time 12:26:26
RECORDING FEE: 47.00

REMEDIAL ACTIVITY EASEMENT AGREEMENT

THIS REMEDIAL ACTIVITY EASEMENT AGREEMENT ("Agreement") is made and entered into as of this 8 day of May, 2014 between SubTerra LLC., a Michigan Limited Liability corporation ("SubTerra"), with offices at P.O. Box 55, White Pine, Michigan 49971 and Copper Range Company, a Delaware corporation ("CRC"), with offices at 105 Maple Street, White Pine, Michigan 49971.

RECITALS:

A. Pursuant to the Asset Purchase Agreement dated June 10, 2003, by and between SubTerra and CRC (the "2003 Asset Purchase Agreement") and related transactions and conveyances, SubTerra has purchased from CRC and now owns, among other lands, the underground mine and certain land located in the Townships of Carp Lake and Ontonagon, Ontonagon County, Michigan, which underground mine and certain land are for the purposes of this Agreement more particularly described on Exhibit A attached hereto and referred to hereinafter as the "Purchased Assets".

B. CRC has retained and continues to own land adjoining and above the Purchased Assets and has certain remedial activity obligations on and near the Purchased Assets as described below.

C. Section 4.8 of the 2003 Asset Purchase Agreement provided that SubTerra will: (a) grant an easement to CRC allowing access and entry to all or any of the Purchased Assets for purposes related to the 2003 Asset Purchase Agreement or for performance of any obligation established by the Consent Decree or other applicable Environmental Law; and (b) also grant such access to the Michigan Department of Environmental Quality ("MDEQ").

D. The parties recognize and agree that, to effectuate the agreements set forth in the 2003 Asset Purchase Agreement, certain easements are required to be given by SubTerra to CRC for the purposes of implementing the activities described below.

NOW, THEREFORE, in consideration of the premises, the covenants and agreements set forth herein and in furtherance of the parties' understandings, the parties hereby agree as follows:

EXECUTION COPY

SECTION 1

EASEMENTS

1.1 Easements Granted by SubTerra

SubTerra hereby grants to CRC the following easements which, pursuant to the express intention of the parties, are limited to the activities set forth below:

(i) Subject to the provisions of Section 4 herein, and SubTerra's rights and interests of record, including, without limitation, certain restrictions and limits on CRC's access to the Purchased Assets that are set forth in the Restrictive Covenant described in Section 3.9 herein, a non-exclusive easement on, over, under, and across the Purchased Assets for CRC and its agents, contractors, and consultants to, at reasonable times, to conduct minewater and environmental monitoring, testing, sampling, and remedial activities directly related to Article IV of the 2003 Asset Purchase Agreement that are necessary:

(a) to confirm SubTerra's compliance with its minewater pumping, discharge, and management obligations under Sections 4.3, 4.4, and 4.5 of the 2003 Asset Purchase Agreement, the Mine Water Management Plan Standard Operating Procedures dated February 19, 2004 between Copper Range Company and SubTerra, LLC, and the Interim Pumping Arrangement between Copper Range Company and SubTerra, LLC dated May 13, 2005, and to implement its rights and remedies for non-compliance with such obligations as provided in Section 4.5 of the 2003 Asset Purchase Agreement (the "Minewater Activities"); and

(b) for the performance by CRC of its environmental response activities required from time to time, on a continuing basis, pursuant to the requirements of any and all of the following: (1) the consent decree between the MDEQ and CRC, dated September 4, 1997 as amended, which sets forth the environmental response activities required of CRC, which consent decree has been issued by the Circuit Court, Ingham County, Michigan (the "MDEQ Consent Decree"); (2) the Remediation Action Plan approved by the MDEQ with respect to the White Pine Mine facility ("RAP"); (3) National Pollutant Discharge Elimination System (NPDES) Permit No. 0006114 issued by the MDEQ on November 1, 2010, as amended; and (4) any and all applicable federal, state, and local laws and regulations (together "CRC Remedial Activities"). In regard to any sampling by CRC, SubTerra reserves the right to collect split samples upon its request and at its own cost. SubTerra hereby grants CRC and its designated representatives the right to enter the Purchased Assets at reasonable times for the purpose of conducting any and all such necessary activities, including actions to address the migration of contamination from the White Pine Mine that may be required under the CRC Remedial Activities. CRC shall give reasonable advance written notice to SubTerra on each occasion prior to exercising its access rights under this provision.

(ii) The right to the MDEQ and its designated representatives to enter the Purchased Assets at reasonable times for the purpose of determining and monitoring

compliance with the CRC Remedial Activities, including the right to take samples, inspect the operation of the remedial action measures and inspect any records relating thereto, and to perform consistent with applicable law, any actions necessary to maintain compliance with the CRC Remedial Activities.

CRC acknowledges and agrees that SubTerra has installed and owns various structures, facilities, equipment, and improvements in the Purchased Assets and now occupies and conducts an ongoing business in The Purchased Assets, and that any and all activities by CRC and its agents and contractors pursuant to this Agreement are subject to and shall not unreasonably interfere with such structures, facilities, equipment, improvements, occupancy or business. CRC also agrees that it shall be responsible for the repair or replacement of any and all damage to any such structures, facilities, equipment, improvements or business caused by CRC's activities under this Agreement.

SubTerra reserves the right, to make changes to its occupancy or business, or to any structure, facilities, equipment, or improvements in the Purchased Assets, provided that SubTerra pays all costs associated with such actions and does not unreasonably interfere with the Minewater Activities or the CRC Remedial Activities. Such actions by SubTerra shall be in compliance with all applicable governmental and judicial laws, rules, regulations, orders, decrees, permits, licenses, authorizations and consents.

SECTION 2

GENERAL TERMS

2.1 General Requirements.

Subject to all matters of record, including, without limitation, the Restrictive Covenant described in Section 3.9 herein, and more specific or conflicting terms, conditions and requirements, if any, expressly set forth in Section 1 of this Agreement, the following terms shall apply to all activities under this Agreement:

2.1.1 Use of easement areas. Unless otherwise specified in this Agreement, the use of the easements granted or to be granted under this Agreement, and all activities conducted pursuant to or in connection with such easements or pursuant to this Agreement:

- (i) shall be conducted and completed in a good and workmanlike manner with as little interference as possible to the Purchased Assets; and, in the event any damage is caused by CRC or its contractors, agents or representatives, the Purchased Assets shall be promptly restored by CRC, at its sole cost and expense, to the condition it was in before CRC entered the Purchased Assets, except to the extent that any MDEQ required remediation precludes such restoration in order to preserve the integrity and effectiveness of the remediation effort;

- (ii) shall be in compliance with all applicable governmental and judicial laws, rules, regulations, orders, decrees, permits, licenses, authorizations and consents;
- (iii) shall not, except as required by applicable laws, regulations or governmental or judicial decrees or orders:
 - (A) cause any material increase in the cost of any activities being conducted by SubTerra on the Purchased Assets;
 - (B) unreasonably interfere with any activities being performed by SubTerra on the Purchased Assets;
 - (C) unreasonably interfere with the use, operation, environmental remediation, closure, occupancy or enjoyment of SubTerra on any part of the Purchased Assets or the facilities on the Purchased Assets or SubTerra's guests, visitors, invitees, customers or employees; or
 - (D) cause SubTerra to be or risk being in violation of any federal, state or local law, rule, regulation, order or ordinance applicable to the Purchased Assets.

In the event that applicable laws, regulations or governmental or judicial decrees or orders require or potentially require CRC to use or exercise an easement, license or right granted under this Agreement in a manner that would or might result in any of the impacts described above in clauses (A) - (D) of this Section 2.1.1(iii), CRC shall, to the extent practicably possible, provide prior notice thereof to the SubTerra; and SubTerra shall, to the extent practicably possible, be afforded, prior to the commencement of the activity or use at issue, an opportunity to consult with CRC and with the pertinent governmental entities, and to file any applicable intervention or objections, with respect to the scope, timing and manner of performance thereof.

2.2 Hold Harmless; Indemnification.

Each party shall indemnify, defend and hold harmless the other party and its Indemnified Person or Indemnified Persons, as the case may be, from and against any and all Claims incurred or suffered by the Indemnified Person and arising out of or resulting from any accident, injury, loss or damage to any individual, entity or property and arising out of or resulting from the performance upon the property of the Indemnified Person of any construction or other activities performed or authorized by such indemnifying party pursuant to this Agreement or any other use of any easement or easement area (granted or created pursuant to this Agreement) by such indemnifying party, its agents, representatives, licensees or invitees, except to the extent resulting from the gross negligence or willful wrongdoing of the party seeking indemnification. Except as expressly set forth herein to the contrary, should any party furnish services to the other party pursuant to this Agreement, such other party shall indemnify, defend and hold harmless the party supplying said services and its Personnel from and against any and all Claims incurred or suffered by the Indemnified Person and arising out of or resulting from any accident, injury, loss or damage whatsoever to any individual, entity or property

occurring in connection with the performance or furnishing of such services, except to the extent resulting from the gross negligence or willful wrongdoing of the party seeking indemnification. Notwithstanding any provision of this Section 2.2 or of this Agreement to the contrary, no indemnification set forth in this Section 2.2 or elsewhere in this Agreement shall cover or apply to any environmental damage, harm or exacerbation, it being the intention of the parties that indemnification with respect to such matters shall be governed solely by the provisions of the 2003 Asset Purchase Agreement. The indemnities set forth in this Section 2.2 are subject to the following definitions and procedures:

- (i) As used in this Agreement, the term "Personnel" shall mean, with respect to the referenced company, its subsidiaries, its affiliates and each of the respective shareholders, directors, officers, employees, agents, accountants, attorneys, and representatives of any of the referenced company, its affiliates or its subsidiaries;
- (ii) As used in this Agreement, the term "Claims" shall mean any and all claims, demands, actions, cause of action, liabilities, losses, damages, costs and expenses (including, without limitation, reasonable attorneys' fees, experts' fees, court costs, and litigation expenses arising directly from any activities under, or provisions of, this Agreement);
- (iii) If any party or other person entitled to indemnification under this Agreement ("Indemnified Person") receives notice of, or discovers, any Claim for which the other party ("Indemnitor") is or may be liable under any of the indemnification provisions of the Agreement, the Indemnified Person shall promptly notify the Indemnitor of such Claim in writing and shall provide the Indemnitor with copies of any pleadings or other documents evidencing such Claim. The Indemnitor shall be entitled to participate in the defense of any Claim, and, if it so elects, to assume the defense of the Claim, with counsel reasonably satisfactory to the Indemnified Person. The assumption of the defense of any such Claim shall not be deemed an admission by the Indemnitor that it is liable for any such Claim. The Indemnitor may, at its election, settle or compromise any Claim but the Indemnified Person shall not settle or compromise any Claim without the prior consent of the Indemnitor provided that the Indemnitor has agreed to assume the defense of such Claim. The parties shall use their best efforts to agree on whether a Claim exists, and if so, the amount thereof. Any amounts determined to be owed shall be paid within thirty (30) days of such determination; and
- (iv) The parties shall reasonably cooperate with each other in the defense of third-party Claims under the Agreement.

SECTION 3

MISCELLANEOUS

3.1 Default.

3.1.1 Self-help rights. In the event that either party (the "Defaulting Party") shall breach any of the maintenance, repair or operating obligations set forth herein, then the other party ("Non-defaulting Party") shall give the Defaulting Party notice thereof, and if the Defaulting Party shall fail to cure such default within thirty (30) days after receipt of notice thereof (or such shorter period as may be reasonable under the circumstances in the case of an emergency) or shall fail to proceed to cure the same with due diligence if such default cannot be cured within thirty (30) days, then the Non-Defaulting Party shall have the right, and is hereby granted a license, to perform such maintenance and repair upon the tract/facilities of the Defaulting Party.

3.1.2 Reimbursement of costs incurred. Within ten (10) days of written demand (including providing copies of invoices reflecting costs) the Defaulting Party shall reimburse the Non-Defaulting party for any sum reasonably expended by the Non-Defaulting Party to cure the default.

3.2 Approval Rights. Unless otherwise herein provided, whenever approval is required, such approval shall not be unreasonably withheld or delayed. Unless provision elsewhere herein is made for a specific time period, approval shall be given or withheld within thirty (30) days of the receipt of the request for approval. If a disapproval is not given within the required time period, the requested party shall be deemed to have given its approval, provided that the notice requesting approval specifically states that such approval will be deemed given if not disapproved within the appropriate number of days. If a party shall disapprove, the reasons therefore shall be stated. Except with respect to an approval given by lapse of time, all approvals and disapprovals shall be in writing.

3.3 Negation of Partnership. None of the terms or provisions of this Agreement shall be deemed to create a partnership between the parties in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise. Each party shall be considered a separate owner, and no party shall have the right to act as an agent for another party, unless expressly authorized to do so herein or by separate written instrument signed by the party to be charged.

3.4 Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of either tract or portion thereof to the general public, or for any public use or purpose whatsoever, notwithstanding references herein to the intent to make certain dedications. No right, privileges or immunities of any party hereto shall inure to the benefit of any third-party person, nor shall any third-party be deemed to be a beneficiary of any of the provisions contained herein.

3.5 Minimization of Damages. In all situations arising out of this Agreement, each of the parties shall reasonably attempt to avoid and minimize the damages resulting from the

conduct of any other party. Each party hereto shall take all reasonable measures to effectuate the provisions of this Agreement.

3.6 **Binding Effect; Resolution of Conflicting Provisions.** This Agreement and all easements granted hereunder, unless expressly stated to the contrary in any instance, shall constitute covenants running with the land and shall inure to the benefit of and be binding upon the parties to this Agreement and their respective successors and assigns. Except as expressly set forth herein as between the parties, this Agreement is not intended to supersede, modify, amend, or otherwise change or govern the Restrictive Covenant described in Section 3.9 herein or any prior instrument affecting the land burdened hereby. The parties further recognize and agree that, notwithstanding any other provisions to the contrary contained herein, in the event of a conflict between the provisions of (a) this Agreement and any other agreements or prior instruments between CRC and SubTerra, and (b) the Restrictive Covenant described in Section 3.9 herein, the provisions of that Restrictive Covenant shall prevail.

3.7 **Governing Law.** This Agreement shall be governed in accordance with the laws of the State of Michigan (regardless of the laws that might otherwise govern under applicable Michigan principles of conflicts of laws) as to all matters, including, but not limited to, matters of validity, construction, effect, performance and remedies. Each of SubTerra and CRC consents to be subject to personal jurisdiction of the courts of Michigan, including the federal courts in Michigan, which shall be the sole and exclusive forum for the resolution of all disputes under this Agreement.

3.8 **Notices.** Any notice or other communication required or which may be given under this Agreement shall be in writing and either delivered personally to the addressee, or telecopied, emailed or telexed to the addressee, or sent by overnight courier to the addressee and shall be deemed given when so delivered personally, telecopied, emailed or telexed to the addressee, or, if sent by overnight courier, one business day after the date so sent as follows:

If to Copper Range:	J. P. Solmes Copper Range Company c/o First Quantum Minerals Suite 1000 330 Bay Street Toronto, Ontario, Canada M5H 2S8
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If to SubTerra:	Brent H. Zeitzl SubTerra LLC P.O. Box 55 White Pine, Michigan 49971
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Any of the foregoing may change its address for notices by notice to the other parties.

3.9 **Entire Agreement.** Subject to the Restrictive Covenant described below, this Agreement embodies the entire and final agreement and understanding of the parties to this Agreement with respect to the subject matter of this Agreement, and, there are no restrictions, promises, representations, warranties, covenants or undertakings, other than those expressly set

forth or described in this Agreement. This Agreement supersedes all prior agreements, commitments and understandings, written or oral, between the parties with respect to such subject matter, and any such prior agreements, commitments or understandings are merged into this Agreement. Notwithstanding the foregoing sentences and any other provisions to the contrary contained herein, however, the parties recognize and agree that the easement given by SubTerra to CRC herein is subject to, and limited and governed by, all matters of record, including, without limitation, a certain Declaration of Restrictive Covenant executed by CRC for the benefit of SubTerra on May __, 2014 ("Restrictive Covenant") which is or shall be recorded with the Ontonagon County Register of Deeds. Subject to that Restrictive Covenant and the provisions of Section 3.6 herein, the execution and delivery of this Agreement shall not otherwise be construed to amend, limit, abrogate or restrict the surviving provisions of Article IV of the 2003 Asset Purchase Agreement or any terms or provisions thereof.

3.10 Waiver and Amendments. This Agreement may be amended, modified, superseded, canceled, renewed, or extended, and the terms and conditions of this Agreement may be waived, only by a written instrument signed by the parties hereto or, in the case of a waiver, by the party waiving compliance. No delay on the part of any party in exercising any right, power, or privilege under this Agreement shall operate as a waiver of such right, power, or privilege, nor shall any waiver on the part of any party of any right, power, or privilege under this Agreement, nor any single or partial exercise of any right, power, or privilege under this Agreement, preclude any other or further exercise of such right, power or privilege under this Agreement. The rights and remedies of any party arising out of, or otherwise in respect of, any breach of, any covenant or agreement contained in this Agreement shall in no way be limited by the fact that the act, omission, occurrence, or other state of facts upon which any claim of any such breach is based may also be the subject matter of any other covenant or agreement contained in this Agreement (or in any other agreement between the parties) as to which there is no breach.

3.11 Severability. If any provision of this Agreement is determined to be illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall have no effect on the other provisions of this Agreement, which shall remain valid, operative and enforceable. In addition, in lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

3.12 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed by facsimile signatures.

3.13 Further Actions. The parties agree to execute and record, from time to time, all such further documents or instruments as may be necessary or helpful to clarify the status of any easement hereunder.

SECTION 4

TERM

This Agreement and the easements granted herein shall be effective as of the date first above written and shall continue in full force and effect for as long as CRC has monitoring, testing, sampling or remedial obligations under the MDEQ Consent Decree, the RAP, the NPDES Permit or any applicable Environmental Law. Upon termination of this Agreement and such easements, all rights and privileges derived from, and all duties and obligations created and imposed by the provisions of the Agreement and such easements, shall terminate and have no further force or effect; provided, however, that the termination of this Agreement and such easements shall not limit or affect any remedy at law or in equity that a party may have against any other party with respect to any liability or obligation arising or to be performed under this Agreement prior to the date of such termination.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective as of the day and year first above written.

SUBTERRA, LLC, a Michigan limited liability company)
COPPER RANGE COMPANY, a Delaware corporation)

By: [Signature]
Brent Zettl
Title: President

By: [Signature]
JP Solmes
Title: Asst. Secretary

ONTARIO)
PROVINCE OF SASKATCHEWAN)
TORONTO)
CITY OF SASKATOON)

The foregoing instrument was acknowledged before me this 8th day of May, 2014, by Brent Zettl, the president of SUBTERRA, LLC, a Michigan limited liability company, on behalf of the company.

[NOTARY SEAL]

[Signature]
Print Name: Daniel Fute
Notary Public, Ontario
My Commission Expires: N/A

PROVINCE OF ONTARIO)
CITY OF TORONTO)

The foregoing instrument was acknowledged before me this 8th day of May, 2014, by JP Solmes, the Asst. Secretary of COPPER RANGE COMPANY, a Delaware corporation, on behalf of said corporation.

[NOTARY SEAL]

[Signature]
Print Name: Daniel Fute
Notary Public, Ontario
My Commission Expires: N/A

Drafted by and when recorded return to:
Scott J. Steiner
Rhoades McKee PC
161 Ottawa NW, Suite 600
Grand Rapids, MI 49503

EXHIBIT A

The legal description of The Purchased Assets is as follows:

1. The underground mine that is located under the surface of (i) the lands described below and (ii) certain other lands adjacent thereto which are depicted on the Mine Map (defined below), including without being limited to all constructed void spaces, backfill, broken rock, mine tailings, tunnels, pillars, posts, panels, structures, improvements, workings, fixtures, walls and ceilings (the "Underground Mine"). The Underground Mine comprises and includes (a) the entirety of a three (3) dimensional area, with upper and lower physical boundaries being defined vertically by an elevation above mean sea level (USGS datum) as described below, and the physical horizontal boundaries of such underground mine being located as shown on the mine map attached hereto as Exhibit A-1, which mine map depicts an interpretation of the survey of the external boundaries of the historical underground mine workings of the White Pine Mine by Applekamp Surveying, P.C. of Ewen, Michigan (the "Mine Map"); and (b) all shafts and portals leading from the surface to such underground mine.

3-D Block 780 to minus 2840 (-2840) msl

T51N, R41W (Carp Lake Township)

- Section 30, SW 1/4 SW 1/4
- Section 31, W 1/2, W 1/4 SE 1/4, SE 1/4 SE 1/4
- Section 32, EXCEPT N 1/2 NE 1/4
- Section 33, SW 1/4 SW 1/4
- Section 34, SW 1/4 SW 1/4

3-D Block 830 to minus 2840 (-2840) msl

T50N, R42W (Carp Lake Township)

- Section 1, N 1/2
- Section 2, N 1/2
- Section 3, N 1/2
- Section 4, N 1/2

T50N, R41W (Ontonagon Township)

- Section 6, SW 1/4 NE 1/4, SE 1/4 NW 1/4

3-D Block 855 to minus 2840 (-2840) msl

T50N, R41W (Ontonagon Township)

- Section 6, S 1/2 EXCEPT E 1/2 SE 1/4
- Section 7 EXCEPT S 1/2 S 1/2, E 1/2 NE 1/4, SW 1/4 NE 1/4, SE 1/4 NW 1/4

T50N, R42W (Carp Lake Township)

- Section 1, S 1/2

Section 2, S 1/2
 Section 3, S 1/2
 Section 4, S 1/2
 Section 8, E 1/2, E 1/2 SW 1/4, SE 1/4 NW 1/4
 Section 9
 Section 10
 Section 11
 Section 12, Except: S 1/2 SE 1/4
 Section 13, NW 1/4, N 1/2 SW 1/4
 Section 14
 Section 15
 Section 16
 Section 17
 Section 20, NE 1/4, E 1/2 NW 1/4, N 1/2 SE 1/4
 Section 21, Except: E 1/2 SE 1/4
 Section 22, Except: SW 1/4 SW 1/4
 Section 23, NE 1/4, E 1/2 E 1/2 NW 1/4, NW 1/4 SW 1/4, SW 1/4 NW 1/4
 Section 24, W 1/2 NW 1/4, N 1/2 SW 1/4, SE 1/4 NW 1/4

Shafts

2. The Shafts described below include the surface area around the opening of each Shaft and any and all constructed void spaces beginning at the surface and leading to the underground mine, regardless of surface land ownership:

Northwest Vent Shaft Location

A vertical Shaft of ± 18 feet in diameter from the surface to the Underground Mine, ± 97 feet in length

Old Vent Shaft Location

A vertical Shaft of ± 20 feet in diameter from the surface to the Underground Mine, ± 322 feet in length

40' Vent Shaft Location

A vertical Shaft of ± 42 feet in diameter from the surface to the Underground Mine, ± 63 feet in length