

Harold L. Ditzler, Notary Public

Cook County, Illinois

My commission expires March 23, 1954

STATE OF MICHIGAN
COUNTY OF ONTONAGON
(HEREBY CERTIFY That there are no tax liens or
other claims on lands described below, and that there
are no taxes or other claims on lands described below
for the five years preceding this date. And that the taxes for said period of 5 years are
paid, as shown by the records of this office. THIS CERTIFICATE does
not apply to taxes, if any, in process of collection by Township,
City or Village collecting officers.

Q. B. Quinn
COUNTY TREASURER



DEED

Copper Range Company

to

White Pine Copper Company

Received for record the 13th. day
of June, A. D. 1952, at 1:00 o'clock P. M.

Wm. F. Johnson Register

By Wm. F. Johnson Deputy

THIS INDENTURE, Made this 2nd. day
of June, in the year of our Lord one
thousand nine hundred and fifty-two,
BETWEEN the Copper Range Company, a
Michigan corporation, having its principal
office in Michigan at Houghton, Michigan,
party of the first part, and the White
Pine Copper Company, a Delaware corpora-
tion, duly admitted to do business in
the State of Michigan and having its

principal office in Michigan at Houghton, Michigan, party of the second part,

WITNESSETH, That the said party of the first part, for and in consideration of the sum of
One Dollar and other valuable consideration to it in hand paid by the said party of the second
part, the receipt whereof is hereby confessed and acknowledged, does by these presents grant,
bargain, sell, remise, release, alien and confirm unto the said party of the second part, its
successors and assigns, FOREVER, all those certain pieces or parcels of land, situate and being
in the Township of Carp Lake, County of Ontonagon, and State of Michigan, known and described as
follows, to-wit:

Parcel No. 1

<u>Subdivision</u>	<u>Section</u>	<u>Township</u> <u>North</u>	<u>Range</u> <u>West</u>
N $\frac{1}{2}$	30	51	41
N $\frac{1}{2}$ of S $\frac{1}{2}$	30	51	41
E $\frac{1}{2}$ of SW $\frac{1}{4}$	12	50	42
E $\frac{1}{2}$ of NW $\frac{1}{4}$	13	50	42
SW $\frac{1}{4}$	13	50	42
W $\frac{1}{2}$ of SE $\frac{1}{4}$	15	50	42
NE $\frac{1}{4}$ of NE $\frac{1}{4}$	22	50	42
W $\frac{1}{2}$ of NW $\frac{1}{4}$	23	50	42
NE $\frac{1}{4}$ of SW $\frac{1}{4}$	23	50	42
W $\frac{1}{2}$ of SE $\frac{1}{4}$	23	50	42
Entire	25	51	42
NE $\frac{1}{4}$	36	51	42
N $\frac{1}{2}$ of NW $\frac{1}{4}$	36	51	42

Parcel No. 2

<u>Subdivision</u>	<u>Section</u>	<u>Township</u> <u>North</u>	<u>Range</u> <u>West</u>
N $\frac{1}{2}$	29	51	41
N $\frac{1}{2}$ of S $\frac{1}{2}$	29	51	41

Subject to the rights, easements, powers and privileges, with respect to the lands described in Parcel No. 2 above, contained in a deed from the Department of Conservation for the State of Michigan to the Copper Range Company dated October 31, 1947 and recorded on the second day of January, 1948, on page 172 in Volume 35 of Deeds in the office of the Register of Deeds of the County of Ontonagon, State of Michigan.

Parcel No. 3

<u>Subdivision</u>	<u>Section</u>	<u>Township North</u>	<u>Range West</u>
S $\frac{1}{2}$	7	50	42
S $\frac{1}{2}$	8	50	42
SW $\frac{1}{4}$	9	50	42

Excepting and reserving unto the party of the first part from all parcels of land conveyed by and described in Parcel No. 3 all ores, metals and minerals and the right to mine and remove the same.

Parcel No. 4

<u>Subdivision</u>	<u>Section</u>	<u>Township North</u>	<u>Range West</u>
S $\frac{1}{2}$ of NW $\frac{1}{4}$	36	51	42
N $\frac{1}{2}$ of S $\frac{1}{2}$	36	51	42

Subject to the rights, easements, powers and privileges, with respect to the lands described in Parcel No. 4 above, contained in deeds as follows:
Deed from Porcupine Land Association, Limited, to the Copper Range Company dated January 29, 1948 and recorded on the twenty-first day of July, 1948, on page 327 in Volume 35 of Deeds in the office of the Register of Deeds of the County of Ontonagon, State of Michigan; Deed from Mary Miner and Alice W. Coulter, to the Copper Range Company dated February 18, 1948 and recorded on the twenty-first day of July, 1948, on page 325 in Volume 35 of deeds in the office of the Register of Deeds of the County of Ontonagon, State of Michigan; Deed from Longyear Estate, Inc., and Groton Realty Corporation to the Copper Range Company dated February 18, 1948 and recorded on the twenty-first day of July, 1948, on page 328 in Volume 35 of Deeds in the office of the Register of Deeds of the County of Ontonagon, State of Michigan; Deed from Longyear Estate, Inc., Groton Realty Corporation and Mary Miner to the Copper Range Company dated March 21, 1947, and recorded on the second day of January, 1948, on page 165 in Volume 35 of Deeds in the office of the Register of Deeds of the County of Ontonagon, State of Michigan; Deed from Alice W. Coulter to the Copper Range Company dated November 3, 1947 and recorded on the nineteenth day of March, 1948, on page 245 in Volume 35 of Deeds in the office of the Register of Deeds of the County of Ontonagon, State of Michigan.

Parcel No. 5

All the ores, metals, minerals and mining rights owned by the party of the first part in, under and to the following described parcels of land:

<u>Subdivision</u>	<u>Section</u>	<u>Township North</u>	<u>Range West</u>
S $\frac{1}{2}$ of SE $\frac{1}{4}$	9	50	42
NW $\frac{1}{4}$ of NW $\frac{1}{4}$	15	50	42

Excepting and reserving herefrom unto the party of the first part, its successors and assigns, all trees, timber and other forest products standing, lying or being upon the lands described in Parcel No. 1, Parcel No. 2, Parcel No. 3 and Parcel No. 4 above not heretofore excepted or reserved of record by predecessors of title, together with the right and privilege of entering upon said lands and premises at any time and from time to time for the purpose of

It is expressly understood and agreed that the party of the second part may at any time and from time to time by written notice to the party of the first part request the party of the first part to remove all trees, timber and other forest products from the granted premises, provided, however, that said request shall not cover more than six hundred forty acres within any period of six months and if at the end of six months following the receipt of such written notice the party of the first part shall not have complied therewith, the title to all trees, timber and other forest products remaining upon the land described in said written notice shall vest in the party of the second part without any further or other conveyance.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining; TO HAVE AND TO HOLD the said premises, as herein described, with the appurtenances, unto the said party of the second part and to its successors and assigns, FOREVER. And the said party of the first part, for itself, its successors and assigns, does covenant, grant, bargain and agree to and with the said party of the second part, its successors and assigns, that at the time of the ensembling and delivery of these presents it is well seized of the above granted premises as conveyed subject to the exceptions and reservations as above noted; that they are free from all other incumbrances whatsoever, and that it will, and its successors and assigns shall, WARRANT and DEFEND the said premises as conveyed against all other lawful claims whatsoever.

IN WITNESS WHEREOF, The party of the first part has caused these presents to be executed by its proper officers, thereunto duly authorized, and its corporate seal to be hereto affixed, the day and year first above written.

Signe~~d~~ sealed and delivered
in presence of:

Alice E. Jones
Sabina I. Russo.

Alice E. Jones
Sabina I. Russo

(Corporate
Seal)
COPPER RANGE COMPANY (L.S.)

By P. F. Beaudin, Vice President

And J. Roland Ackroyd, Secretary

COMMONWEALTH OF MASSACHUSETTS }
COUNTY OF SUFFOLK } ss.

On this 2nd day of June, 1952, before me, the undersigned, a Notary Public in and for said County, personally came P. F. Beaudin and J. Roland Ackroyd, Vice President and Secretary, respectively, of the Copper Range Company, a Michigan corporation, known to me, and acknowledged that they executed the foregoing instrument as such Vice President and Secretary, respectively, as their free act and deed, and as the free act and deed of said corporation; and the said J. Roland Ackroyd, being by me duly sworn, did depose and say that he is the Secretary and that the said P. F. Beaudin is the Vice President of said Copper Range 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.

David M. Goodwin

Notary Public in and for the County of
Suffolk, Commonwealth of Massachusetts

My commission expires: Oct. 26, 1956

"Seal"

STATE OF MICHIGAN }
COUNTY OF ONTARIO }
I HEREBY CERTIFY That there are _____ tax bills or
after bills by the State on lands described below, and that those
tax bills or after bills are held by individuals or said
lands, for the five years preceding the 1st day of _____
1952. And five dollars for said period of 5 years are
paid, as shown by the records of this office. THIS certificate does
not apply to taxes, if any, in process of collection by Township,
City or Village collecting officer.

[Signature]
COUNTY TREASURER

DEED

Copper Range Company

to

White Pine Copper Company

Received for record the 7th. day
of May, A. D. 1952, at 3:55 o'clock P. M.

By Oliver J. Johnson Register
By Allen J. Johnson Deputy

THIS INDENTURE, Made this 23rd. day
of January, in the year of our Lord one
thousand nine hundred and fifty-two,
BETWEEN the Copper Range Company, a Mich-
igan corporation, having its principal
office in Michigan at Houghton, Michigan,
party of the first part, and the White
Pine Copper Company, a Delaware corpora-
tion, duly admitted to do business in the
State of Michigan and having its principal

office in Michigan at Houghton, Michigan, party of the second part,

WITNESSETH, that the said party of the first part, for and in consideration of the sum of One
dollar and other valuable consideration, to it in hand paid by the said party of the second part,
the receipt whereof is hereby confessed and acknowledged, does by these presents grant, bargain,
sell, remise, release, alien and confirm unto the said party of the second part, its successors
and assigns, FOREVER, all those certain pieces or parcels of land, situate and being in the Town-
ship of Carp Lake, County of Ontonagon, and State of Michigan, known and described as follows,
to-wit:

<u>Parcel No. 1</u>			
<u>Subdivision</u>	<u>Section</u>	<u>Township North</u>	<u>Range West</u>
S $\frac{1}{2}$ of NW $\frac{1}{4}$	2	50	42
S $\frac{1}{2}$ of SW $\frac{1}{4}$	2	50	42
Entire	3	50	42
E $\frac{1}{2}$	4	50	42
NW $\frac{1}{4}$	4	50	42
NE $\frac{1}{4}$ of SW $\frac{1}{4}$	4	50	42
NW $\frac{1}{4}$ of SW $\frac{1}{4}$	4	50	42

except a parcel of land described as follows: Corner 1, the point of
commencement, which is a point marked by an iron stake in the section
line common to Sections 4 and 5 in Township 50 north of Range 42 West,
from which the section corner common to Sections 4, 5, 8 and 9 in said
township bears south 1,716 feet; thence, easterly parallel to section
line common to said Sections 4 and 9, 330 feet, to Corner 2, a point
marked by an iron stake; thence northerly parallel to the section line
common to said Sections 4 and 5, 660 feet, to Corner 3, a point marked
by an iron stake; thence, westerly parallel to the section line common
to said Sections 4 and 9, 330 feet, to Corner 4, a point marked by an
iron stake in the section line common to said Sections 4 and 5; thence,
southerly along said section line, 660 feet, to Corner 1, the point of
commencement, containing, according to survey, five acres, or the same
more or less.

S $\frac{1}{2}$ of SW $\frac{1}{4}$	4	50	42
NE $\frac{1}{4}$	9	50	42
E $\frac{1}{2}$ of NW $\frac{1}{4}$	9	50	42
N $\frac{1}{2}$ of SE $\frac{1}{4}$	9	50	42
E $\frac{1}{2}$	10	50	42
NW $\frac{1}{4}$	10	50	42
N $\frac{1}{2}$ of SW $\frac{1}{4}$	10	50	42
SE $\frac{1}{4}$ of SW $\frac{1}{4}$	10	50	42
Entire	11	50	42
NW $\frac{1}{4}$	12	50	42
NW $\frac{1}{4}$ of SW $\frac{1}{4}$	12	50	42
W $\frac{1}{2}$ of NW $\frac{1}{4}$	13	50	42
Entire	14	50	42
NE $\frac{1}{4}$	15	50	42
E $\frac{1}{2}$ of NW $\frac{1}{4}$	15	50	42

Parcel No. 1, continued

<u>Subdivision</u>	<u>Section</u>	<u>Township North</u>	<u>Range West</u>
E $\frac{1}{2}$ of SE $\frac{1}{4}$	15	50	42
NE $\frac{1}{4}$	23	50	42
E $\frac{1}{2}$ of NW $\frac{1}{4}$	23	50	42
E $\frac{1}{2}$ of SE $\frac{1}{4}$	23	50	42
W $\frac{1}{2}$	24	50	42
SW $\frac{1}{4}$ of SW $\frac{1}{4}$	30	51	41
Und. $\frac{1}{2}$ of S $\frac{1}{2}$ of SE $\frac{1}{4}$	30	51	41
S $\frac{1}{2}$ of S $\frac{1}{2}$	31	51	41

Parcel No. 2

<u>Subdivision</u>	<u>Section</u>	<u>Township North</u>	<u>Range West</u>
NW $\frac{1}{4}$ of NE $\frac{1}{4}$	1	50	42
N $\frac{1}{2}$ of NW $\frac{1}{4}$	1	50	42
N $\frac{1}{2}$ of NE $\frac{1}{4}$	2	50	42
N $\frac{1}{2}$ of NW $\frac{1}{4}$	2	50	42
S $\frac{1}{2}$ of S $\frac{1}{2}$	29	51	41
SE $\frac{1}{4}$ of SW $\frac{1}{4}$	30	51	41
Und. $\frac{1}{2}$ of S $\frac{1}{2}$ of SE $\frac{1}{4}$	30	51	41
N $\frac{1}{2}$ of N $\frac{1}{2}$	31	51	41
Entire	32	51	41

Subject to the rights, easements, powers and privileges, with respect to the lands described in Parcel No. 2 above, contained in a deed from the Department of Conservation for the State of Michigan to the Copper Range Company dated October 31, 1947 and recorded on the second day of January, 1948, on page 172 in Volume 35 of Deeds in the office of the Register of Deeds of the County of Ontonagon, State of Michigan.

Parcel No. 3

<u>Subdivision</u>	<u>Section</u>	<u>Township North</u>	<u>Range West</u>
Entire	5	50	42
Entire	6	50	42
N $\frac{1}{2}$	7	50	42
N $\frac{1}{2}$	8	50	42
W $\frac{1}{2}$ of NW $\frac{1}{4}$	9	50	42

Excepting and reserving unto the party of the first part from all parcels of land conveyed by and described in Parcel No. 3 all ores, metals and minerals and the right to mine and remove the same.

Parcel No. 4

<u>Subdivision</u>	<u>Section</u>	<u>Township North</u>	<u>Range West</u>
S $\frac{1}{2}$ of N $\frac{1}{2}$	31	51	41
N $\frac{1}{2}$ of S $\frac{1}{2}$	31	51	41
S $\frac{1}{2}$ of S $\frac{1}{2}$	35	51	42
S $\frac{1}{2}$ of S $\frac{1}{2}$	36	51	42

Subject to the rights, easements, powers and privileges, with respect to the lands described in Parcel No. 4 above, contained in deeds as follows: Deed from Longyear Estate, Inc., and

Groton Realty Corporation to the Copper Range Company dated March 21, 1947 and recorded on the second day of January, 1948, on page 167 in Volume 35 of Deeds in the office of the Register of Deeds of the County of Ontonagon, State of Michigan; Deed from Keweenaw Land Association, Limited, to the Copper Range Company dated January 29, 1948 and recorded on the twenty-first day of July, 1948, on page 324 in Volume 35 of Deeds in the office of the Register of Deeds of the County of Ontonagon, State of Michigan; Deed from Longyear Estate, Inc., and Groton Realty Corporation to the Copper Range Company dated February 18, 1948 and recorded on the twenty-first day of July, 1948, on page 328 in Volume 35 of Deeds in the office of the Register of Deeds of the County of Ontonagon, State of Michigan; Deed from Mary Miner and Alice W. Coulter to the Copper Range Company dated February 18, 1948, and recorded on the twenty-first day of July, 1948, on page 325 in Volume 35 of Deeds in the office of the Register of Deeds of the County of Ontonagon, State of Michigan; Deed from Longyear Estate, Inc., Groton Realty Corporation and Mary Miner to the Copper Range Company dated March 21, 1947, and recorded on the second day of January, 1948, on page 165 in Volume 35 of Deeds in the office of the Register of Deeds of the County of Ontonagon, State of Michigan; Deed from Alice W. Coulter to the Copper Range Company dated November 3, 1947 and recorded on the nineteenth day of March, 1948, on page 245 in Volume 35 of Deeds in the office of the Register of Deeds of the County of Ontonagon, State of Michigan.

Parcel No. 5

All the ores, metals, minerals and mining rights owned by the party of the first part in, under and to the following described parcels of land:

<u>Subdivision</u>	<u>Section</u>	<u>Township North</u>	<u>Range West</u>
SW $\frac{1}{4}$ of NE $\frac{1}{4}$	1	50	42
S $\frac{1}{2}$ of NW $\frac{1}{4}$	1	50	42
SW $\frac{1}{4}$	1	50	42
W $\frac{1}{2}$ of SE $\frac{1}{4}$	1	50	42
S $\frac{1}{2}$ of NE $\frac{1}{4}$	2	50	42
N $\frac{1}{2}$ of SW $\frac{1}{4}$	2	50	42
SE $\frac{1}{4}$	2	50	42

A parcel of land in

NW $\frac{1}{4}$ of SW $\frac{1}{4}$ described as follows: Corner 1, the point of commencement, which is a point marked by an iron stake in the section line common to Sections 4 and 5 in Township 50 north of Range 42 West, from which the section corner common to Sections 4, 5, 8 and 9 in said township bears south 1,716 feet; thence, easterly parallel to section line common to said Sections 4 and 9, 330 feet, to Corner 2, a point marked by an iron stake; thence northerly parallel to the section line common to said Sections 4 and 5, 660 feet, to Corner 3, a point marked by an iron stake; thence, westerly parallel to the section line common to said Sections 4 and 9, 330 feet, to Corner 4, a point marked by an iron stake in the section line common to said Sections 4 and 5; thence, southerly along said section line, 660 feet, to Corner 1, the point of commencement, containing, according to survey, five acres, or the same more or less.

SW $\frac{1}{4}$ of SW $\frac{1}{4}$	10	50	52
SW $\frac{1}{4}$ of SW $\frac{1}{4}$	12	50	42

Excepting and reserving herefrom unto the party of the first part, its successors and assigns, all trees, timber and other forest products standing, lying or being upon the lands described in Parcel No. 1, Parcel No. 2, Parcel No. 3 and Parcel No. 4 above not heretofore excepted or reserved of record by predecessors of title, together with the right and privilege of entering upon said lands and premises at any time and from time to time for the purpose of cutting and removing therefrom all trees, timber and other forest products hereby excepted and reserved.

It is expressly understood and agreed that the party of the second part may at any time and from time to time by written notice to the party of the first part request the party of the first part to remove all trees, timber and other forest products from the granted premises, provided,

however, that said request shall not cover more than six hundred forty acres within any period of six months and if at the end of six months following the receipt of such written notice the party of the first part shall not have complied therewith, the title to all trees, timoer and other forest products remaining upon the land described in said written notice shall vest in the party of the second part without any further or other conveyance.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining: TO HAVE AND TO HOLD the said premises, as herein described, with the appurtenances, unto the said party of the second part and to its successors and assigns, FOREVER. And the said party of the second part and to its successors and assigns, FOREVER. And the said party of the first part, for itself, its successors and assigns, does covenant, grant, bargain and agree to and with the said party of the second part, its successors and assigns, that at the time of the ensealing and delivery of these presents it is well seized of the aooove granted premises as conveyed subject to the exceptions and reservations as above noted; that they are free from all other incumerances whatsoever, and that it will, and its successors and assigns shall, WARRANT and DEFEND the said premises as conveyed against all other lawful claims whatsoever.

IN WITNESS WHEREOF, The party of the first part has caused these presents to be executed by its proper officers, thereunto duly authorized, and its corporate seal to be hereto affixed, the day and year first above written.

Signed, sealed and delivered
in presence of:

COPPER RANGE COMPANY (L.S.)

by Morris F. LaCroix, President

Irene M. Cochran

Curtis W. Merrill, Jr.

"Corporate Seal"

Irene M. Cochran

And Harold L. Blaisdell, Asst. Secretary

Curtis W. Merrill, Jr.

COMMONWEALTH OF MASSACHUSETTS }
COUNTY OF SUFFOLK } ss.

On this 23rd. day of January, 1952, before me, the undersigned, a Notary Public in and for said County, personally came Morris F. LaCroix and Harold L. Blaisdell, President and Assistant Secretary, respectively, of the Copper Range Company, a Michigan corporation, known to me, and acknowledged that they executed the foregoing instrument as such President and Assistant Secretary, respectively, as their free act and deed, and as the free act and deed of said corporation; and the said Harold L. Blaisdell, being by me duly sworn, did depose and say that he is the Assistant Secretary and that the said Morris F. LaCroix is the President of said Copper Range 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.

David M. Goodwin, Notary Public in and for
the County of Suffolk, Commonwealth of
Massachusetts.

My commission expires: October 26, 1956

"Seal"



STATE OF MICHIGAN
COUNTY OF ANTONIANGOS
I HEREBY CERTIFY that there are 11445-48 tax liens or
titles held by the State on lands shown below, and that there
are 24 tax liens or titles held by individuals on said
lands for the five years preceding the 23rd day of January
1952. And I am the more for said period of years are
as shown by the records of this office. THIS certificate does
not apply to taxes if any, in process of collection by Township
or Village collecting officers.

David M. Goodwin
COUNTY TREASURER

64-344.81

NNG-10245

THIS INDENTURE, made this 1st day of December, 1970, by and between MICHIGAN POWER COMPANY, a corporation organized and existing under the laws of the State of Michigan, whose mailing address is P. O. Box 413, Three Rivers, Michigan 49093, party of the first part, and NORTHERN NATURAL GAS COMPANY, a corporation organized and existing under the laws of the State of Delaware, whose principal office and mailing address is 2223 Dodge Street, Omaha, Nebraska 68102, party of the second part,

W I T N E S S E T H

T H A T:

WHEREAS, the said parties of the first and second parts have heretofore made and entered into that certain agreement dated September 14, 1970, whereby said party of the first part, for the consideration and upon the terms and conditions set forth in said agreement, agrees to transfer, assign, and sell all of its right, title, and interest in some 93,000 feet of 6-5/8" outside diameter gas pipeline and associated appurtenances, rights-of-way and regulator stations located in Ontonagon County, Michigan (hereinafter more particularly described) to said party of the second part:

NOW, THEREFORE, in consideration of the premises, and of the payment by said party of the second part to said party of the first part of one dollar (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, the said party of the first part has made and hereby makes the following conveyances, assignments, and transfers to the said party of the second part:

I

The said party of the first part does by these presents, grant, bargain, sell, remise, release, alien and confirm unto

The total consideration for the real property conveyed by this document is \$9,661



420010

ONTONAGON
COUNTY

the said party of the second part, and its successor and assigns forever all the right, title, and interest of the said party of the first part in and to:

A. All of those certain pieces or parcels of land situate and being in the County of Ontonagon and the State of Michigan known and described as follows, to-wit:

1. That certain parcel of land located in the Township of Ontonagon, County of Ontonagon, State of Michigan, described as follows:

A parcel of land situated in Section 34, Town 52 North, Range 40 West, described as: Starting at the Southeast corner of the South Half of the Northeast Quarter of the Southeast Quarter (S 1/2 - NE 1/4 - SE 1/4), Sec. 34, Town 52 North, Range 40 West; thence North 150 feet; thence West 508.8 feet; thence South 150 feet; thence East 508.8 feet to the point of beginning; being the same premises conveyed by that certain deed from Edwin W. Hawley and Violet F. Hawley, his wife, to Michigan Power Company, a Michigan corporation, dated May 28, 1970, and recorded in Deeds Book 63, at page 258, on June 24, 1970 with the Register of Deeds, Ontonagon County.

2. That certain parcel of land located in the Township of Carp Lake, County of Ontonagon, State of Michigan, described as follows:

A parcel of land in Government Lot 3 described as follows: Beginning in the Northeast corner of that part of Government Lot 3 lying South of State Highway M-64, which is the point of beginning; thence South along the East line of Government Lot 3, 100 feet; thence Westerly along a line parallel to and 100 Southerly of the South boundary line of State Highway M-64, 100 feet; thence Northerly along a line parallel to and 100 feet Westerly of the East line of Government Lot 3, 100 feet to the South right-of-way line of State Highway M-64; thence Easterly along the South right-of-way line of M-64, 100 feet to the point of beginning, Section 7, Town 51 North, Range 41 West, Ontonagon County, Michigan; being the same premises conveyed by that certain deed from Leo Mazurek and Ella Mazurek, his wife, to Michigan Power Company, a

Michigan corporation, dated July 13, 1970,
and recorded in Deed Book 63, at page 341,
on July 15, 1970 with the Register of
Deeds, Ontonagon County.

Together with all and singular hereditaments and
appurtenances unto belonging or in any ways appurtenanting.

B. All of the right, title, and interest of the party
of the first part in and to those certain natural gas
pipeline facilities consisting of approximately 93,000
lineal feet of 6-5/8" outside diameter pipe X-42, .156"
wall and .188" wall, together with underlying right-of-way
beginning at a tap point or point of connection at the
existing side valve on the pipeline of Northern Natural
Gas Company in Section 9, Township 50 North, Range 42 West,
Carp Lake Township, Ontonagon County, Michigan, and
terminating at the Town Border Station Site in Ontonagon
Township, Ontonagon County, Michigan, described more
particularly above, in Part A, 1, with an on-premises
point of connection with the existing facilities of
Michigan Power Company in the Northeast Quarter (NE 1/4)
of the Southeast Quarter (SE 1/4) of Section 24, Township
52 North, Range 40 West, Ontonagon Township, Ontonagon
County, Michigan, together with all necessary appurtenances
and connected equipment and materials.

TO HAVE AND TO HOLD, the property, real, personal and
mixed, rights and interests, as herein described with the
appurtenances unto the said party of the second part and to
its successors and assigns, FOREVER. And the said party
of the first part, for it, its successors and assigns
does covenant and agree to and with the said party of the
second part, its successors and assigns, that at the time
of the delivery of these presents it was well seized of the

- 4 -

above granted property, real, personal and mixed, rights and interests; that they are free from all encumbrances whatsoever except easements, restrictions, and reservations of record and that it will, and its successors and assigns shall WARRANT AND DEFEND the same against all lawful claims whatsoever except against easements, restrictions, and reservations of record.

II

The said party of the first part does by these presents, sell, remise, release, transfer, convey, assign, and set over unto the said party of the second part and its successors and assigns forever, all of the right, title, and interest of the said party of the first part in and to all and singular the franchises, right-of-way contracts, easements, and local governmental permits which relate and appertain to the pipeline and the appurtenances, materials, and facilities in Ontonagon County, Michigan, herein referred to in Part I of this Instrument; including, but without limiting the generality of the foregoing, the following:

Easements which are dated, have as grantors the parties named below, and are recorded in the Deed Records of Ontonagon County, Michigan as follows:

Carp Lake Township

<u>Grantor</u>	<u>Date</u>	<u>Volume or Liber</u>	<u>Page</u>	<u>Brief Description</u>
White Pine Copper Co.	2/28/69	-	-	SW 1/4 Sec. 9 Carp Lake
John W. & Barbara E. Nissen	1/21/70	34	442	NE 1/4 of NW 1/4 Sec. 12
Edward O. & Cathleen Niemi	1/16/70	34	440	SW 1/4 of NW 1/4 Sec. 12
Elsie Mannikko	1/19/70	34	438	SW 1/4 of NW 1/4 Sec. 12
Leo & Ella Mazurek	1/24/70	34	436	SW 1/4 Sec. 7

Carp Lake Township (cont'd)

<u>Grantor</u>	<u>Date</u>	<u>Volume or Liber</u>	<u>Page</u>	<u>Brief Description</u>
Leo & Ella Mazurek	1/24/70	34	434	Lot 3 Sec. 7
Arthur E. & Viola M. Karttunen	1/23/70	34	444	N 1/2 SE 1/4 NW 1/4 Sec. 12
Arvo & Mayme Karttunen	1/22/70	34	446	NW 1/4 NW 1/4 Sec. 12
John & Candace Bolo	1/26/70	34	448	W 1/2 NE 1/4 Sec. 12
Arthur R. & Frances M. Husch	1/20/70	34	450	E 1/2 NE 1/4 Sec. 12
White Pine Copper Co.	3/ 5/70	-	-	Sec. 4, 18, 5, 19, 25, 36
Copper Range Co.	3/12/70	-	-	Sec. 5, 7, 8, 9, 10, 11, 24
White Pine Copper Co.	2/ 2/70	-	-	Sec. 9, 10, 11, 12 *
Copper Range Co.	2/ 2/70	-	-	Sec. 7 and 12 *
Copper Range Co.	2/24/70	-	-	NW 1/4 of NE 1/4 of Sec. 16-50-42

Ontonagon Township

Albert & Ina Macknick	2/24/70	34	452	NW 1/4 Sec. 7
William J. & Aileen Bristol	3/ 3/70	34	454	NW 1/4 NE 1/4 Sec. 7
Glen William and Irene Edsell	1/21/70	34	456	SW 1/4 NE 1/4 Sec. 7
Java G. & Barbara E. Westerfield	1/16/70	34	458	SE 1/4 NE 1/4 Sec. 7
Theodore E. & Pearl Ruuttila	1/16/70	34	462	N 1/2 NW 1/4 Sec. 8
Henry A. & Winifred Routanen	1/16/70	34	460	SW 1/4 NW 1/4 Sec. 8
L. James & Fern M. Mattson	1/31/70	34	464	N 1/2 NW 1/4 SW 1/4 Sec. 4
Hazel R. Talikka	1/31/70	34	466	SW 1/4 NW 1/4 Sec. 4
Gunnard & Violet Kyllonen	1/17/70	34	468	E 1/2 SE 1/4 NW 1/4 Sec. 4
Ernest & Illa M. Backing	2/12/70	34	470	W 1/2 of frac. NE 1/4 Sec. 4
Donald R. & Shirley A. Pattison	1/19/70	34	473	NE 1/4 NE 1/4 Sec. 4

- 6 -

Ontonagon Township (cont'd)

<u>Grantor</u>	<u>Date</u>	<u>Volume or Liber</u>	<u>Page</u>	<u>Brief Description</u>
Sheridan C. & Mayme M. Norman	1/20/70	34	475	N 1/2 NW 1/4 NW 1/4 Sec. 3
Ontonagon County Airport	3/23/70	34	491	Main crossing Airport Property
Wallace E. & Alice Kosey	1/19/70	34	477	SW 1/4 SE 1/4 Sec. 34
Henry F. & Carrie L. Thompson	2/11/70	34	481	Sec. 34
Kimberly Clark Co.	2/19/70	34	485	SE 1/4 NE 1/4 Sec. 4
Robert A. Stripe	2/12/70	34	483	N 1/2 NE 1/4 Sec. 8
Arthur W. Wilson & Bernice A. DeHut	2/10/70	34	479	Sec. 34
Copper Range Co.	3/12/70	-	-	Sec. 5, 7, 8, 9, 10, 11, 24
Copper Range Co.	2/ 2/70	-	-	Sec. 7 and 12 *

IN WITNESS WHEREOF, said party of the first part has caused these presents to be signed in its name by its Vice President and Assistant Secretary and sealed with its corporation seal the day and year first above written.

Signed, Sealed, and
Delivered in Presence of:

MICHIGAN POWER COMPANY

John F. Di Lorenzo, Jr.
JOHN F. DI LORENZO, JR.

By R. W. Sampson
Vice President
R. W. SAMPSON

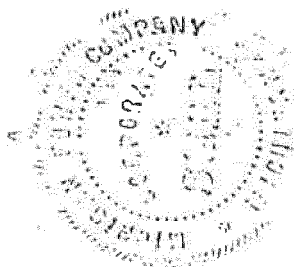
ATTEST:

W. J. Prochaska
W. J. PROCHASKA

A. Joseph Dowd
Assistant Secretary
A. JOSEPH DOWD

STATE OF MICHIGAN }
COUNTY OF ONTONAGON }
I HEREBY CERTIFY That there are 11 tax liens or titles held by the State on lands described below and that there are 11 tax liens or titles held by individuals on said lands for the five years preceding the 11 day of December 1970. And that the taxes for said period of 5 years are paid as shown by the records of this office. THIS certificate does not apply to taxes if any, in process of collection by Township, City or Village collecting officer.

A. J. Bigger
COUNTY TREASURER



STATE OF NEW YORK }
COUNTY OF NEW YORK } To-wit:

I, *Nancy A. Tracey*, a Notary Public in
and for the said county and state, do hereby certify that
R. W. Simmons, Vice President, and *A. Joseph Dowd*
Assistant Secretary, who signed the writing above and
hereunto annexed bearing date the *1st* day of December, 1970
for Michigan Power Company, a corporation, have this day
in my said county, before me, acknowledged the said
writing to be the act and deed of said corporation.

Given under my hand this *1st* day of December, 1970.

Nancy A. Tracey
Notary Public

NANCY A. TRACEY
Notary Public, State of New York
No. 244009440
Qualified in Kings County
Cert. filed in New York County
Commission Expires March 30, 1972

This instrument prepared by John F. Di Lorenzo, Jr.,
Attorney, 2 Broadway, New York, N. Y. 10004

AFFIDAVIT OF VALUE

Under penalties of fine and imprisonment as provided by law, I hereby declare:

The total consideration for the real property conveyed by the document to which this affidavit is appended is \$9,661.

Given under my hand this 31 day of December, 1970.

MICHIGAN POWER COMPANY

By R. W. Sampson
Vice President
R. W. Sampson

\$9.00
.50 TC
11.00 Rev.
Register's Office } ss
Ontonagon County }
Recorded December 31, 19 70
at 11:30 o'clock A. M. In
Liber 64 Deeds page 344
Marion L. Bratton
Register of Deeds
R.B. return to:
Ind. Gtr. Northern Natural Gas Co.
Gte. 2223 Dodge Street
S.E. Omaha, Nebraska 68102

BRUSHING AND OVERHANG EASEMENT

Anton Yaklovich, Jr., et ux
to

Upper Peninsula Power Company

Received for record the 19th. day
of May, A. D. 1952, at 2:30 o'-
clock P. M.

By Allen J. Johnson Register
Alvin Phoenix Deputy

BRUSHING AND OVERHANG EASEMENT

In consideration of the sum of One
Dollar (\$1.00) paid to first parties
herein by second party, this 7th day of
May, 1952, the receipt of which is hereby
acknowledged, and the payment of a sum of
money as hereinafter provided, Anton
Yaklovich, Jr. and Dorothy Yaklovich, Jr.
and Dorothy Yaklovich, his wife, of the

Township of Carp Lake, Ontonagon County, Michigan, parties of the first part do hereby grant and convey unto the Upper Peninsula Power Company, a Michigan Corporation of Houghton, Michigan, party of the second part, its successors and assigns, the perpetual right, power, privilege and easement to cut, trim, destroy and/or remove any brush, trees, logs, stumps and/or branches lying, standing or being on the following described piece or parcel of land in the Township of Carp Lake, County of Ontonagon and State of Michigan, particularly described as:

A piece of land in the Southwest Quarter (SW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Twelve (12), Township Fifty (50) North, Range Forty-two (42) West, 25 feet wide, lying immediately North of and adjacent to the so-called Tolfree Road right-of-way, running from East to West across said Southwest Quarter (SW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$).

The said second party herein covenants and agrees to cut all trees and/or brush within six (6) inches of the ground and will burn or otherwise dispose of all brush and debris resulting from second party's exercise of the rights herein contained and will leave all fire wood on the premises if so requested by first parties, except where merchantable timber is cut, and in that event, second party will pay current stumpage prices for same and thus acquire title to said timber.

There is also granted to said second party, the right to cut, trim, destroy and/or remove from adjacent lands, any trees or branches which, by reason of their proximity, may endanger or interfere with the electric transmission lines to be erected on the Tolfree Road right-of-way, and the further right is granted to enter upon and/or cross over said land with both men and machines in order to exercise the rights herein granted.

There is also granted to said second party on the hereinbefore described lands, the right to overhang of said electric transmission lines but not to erect any poles, guy wires, anchors or fixtures and all overhang lines herein permitted shall clear the surface of the ground by not less than twenty-two (22) feet.

The said second party herein covenants and agrees to pay to the parties of the first part as additional consideration for the grant and conveyance of the easement herein provided for, the sum of Thirty-nine and 60/100 Dollars (\$39.60).

Parties of the first part covenant and warrant that this instrument is executed under full and complete authority so to do and that the parties of the first part are the fee simple owners of the property hereinbefore described, free and clear of any and all incumbrances except a First National Bank mortgage.

IN WITNESS WHEREOF, the parties of the first part have hereto set their hands and seals this 7th day of May A.D., 1952.

Witnesses;

Donald L. Munro

LeRoy Yaklovich

Anton Yaklovich, Jr.

Dorothy Yakovich

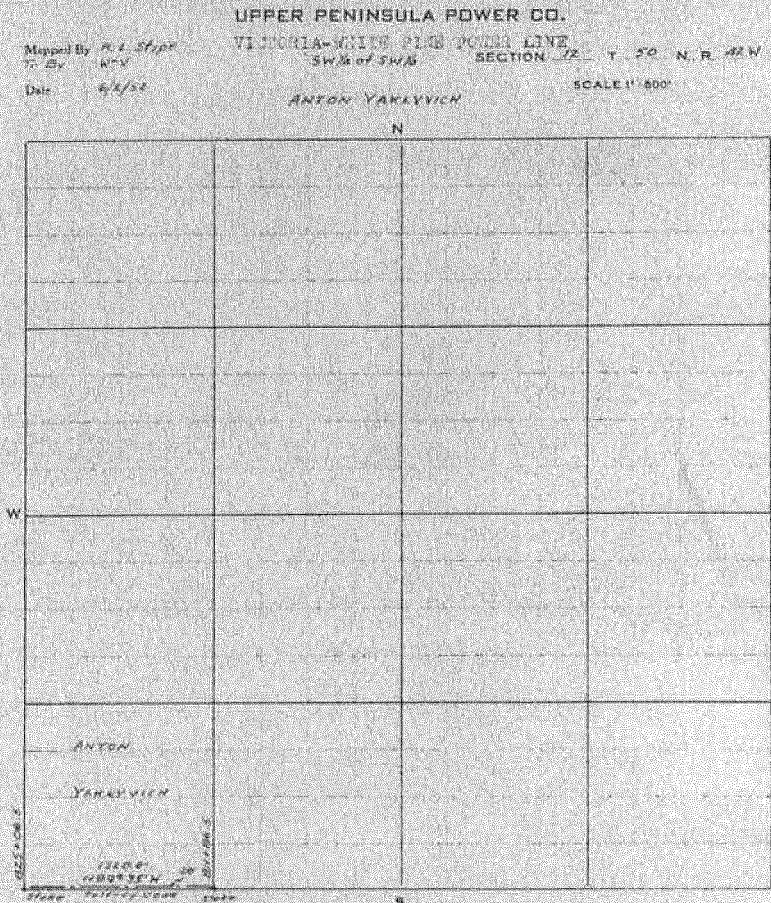
STATE OF MICHIGAN)
COUNTY OF ONTONAGON) ss.

On this 7th day of May in the year one thousand nine hundred and fifty-two, before me, a Notary Public in and for said County, personally appeared Anton Yaklovich, Jr. and Dorothy Yaklovich, to me known to be the same persons described in and who executed the within instrument, who severally acknowledged the same to be their free act and deed.

Donald L. Munro, Notary Public

Ontonagon County, Michigan

My Commission Expires: Feb. 26, 1954

[illegible]

TOPOGRAPHY

ACRES

Rough is Mountainous

Rolling in Lined

1. subfossil. 29. Sweepings

TOTAL LAND AREA

Central Land Office Average

Source: *Journal of the American Statistical Association*, 1997, 92, 1039-1049.

Beginning of a point on the
east forty line (SW 1/4 of NW 1/4) 28 north
of E. at road of Sta. 211186.5 thence
N 82° 35' W along a line 18' north of
road and E to the E of road a
distance of 1570.0 to the west
line of said forty to Sta 825106.5
thence on west sec line.

Sealant: W&P V.

11. *Staphylococcus aureus*

May 1992

Forest Service College

return to Grantee R B ✓
Reg. #36812 \$17.00 Ind. Gr.
Register's Office } ss S.L.
Ontonagon County }

Recorded March 16, 1970
at 11:30 o'clock A.M. in
Liber 34 Misc. records Page 511

EASEMENT FOR RIGHT-OF-WAY

Mary T. Bickel
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 Shelden 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
William P. Nicholls
Kathleen A. Kryn
Kathleen A. Kryn
Fred Heil
Fred Heil
James Trethewey
James Trethewey

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)

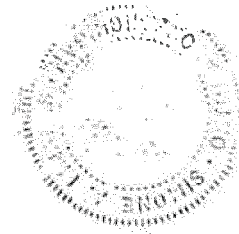
On this 2nd day of February, 1970, before me, a Notary Public in and for said County, personally came J. M. Haivala, Executive Vice President, and Harry W. Banbury, Assistant Secretary, of the White Pine Copper Company, a Delaware corporation, both personally known to me, and severally acknowledged that 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.

Simone A. Linnar

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

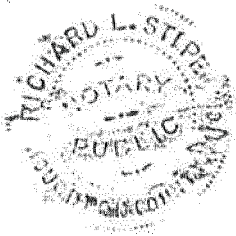
My commission expires:

SIMONE A. LINNAR, NOTARY PUBLIC
ONTONAGON COUNTY, MICHIGAN
MY COMMISSION EXPIRES JANUARY 15, 1971



STATE OF MICHIGAN)
) ss.
COUNTY OF HOUGHTON)

On this 10 day of FEBRUARY, 1970, before me, a Notary Public in and for said County, personally came Russell F. Hoyer, President, ^{and Chairman of the Board} 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 Chairman of the Board} 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 ^{and Chairman of the Board} 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. Stipe Richard L. Stipe

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

JUDITH D. FOEHM

Ontonagon County

25

Page 1 of 2

MI 68-421

JEM Date 10/27/1999

Time 10:03:17

RECORDING FEE:

11.00

**UPPER PENINSULA POWER COMPANY
RIGHT OF WAY AND EASEMENT GRANT
CONVEYANCE OF TRANSMISSION FACILITIES**

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, COPPER RANGE COMPANY, a Delaware Corporation of White Pine, Michigan hereinafter called "Grantor", whether one or more, for and in consideration of One and no/100 (\$1.00) Dollars, cash in hand paid, receipt of which is hereby acknowledged, does hereby grant and convey unto UPPER PENINSULA POWER COMPANY, a Michigan Corporation of Houghton, Michigan, hereinafter called "Grantee", its successors and assigns, a right of way and easement for the construction, operation, maintenance, inspection, patrol (including aerial patrol), alteration, removal, replacement, reconstruction and/or repair of one or more line or lines of wires for the transmission and/or distribution of electric current together with all of the accompanying works of the Grantee necessary for its undertaking, including but without limiting the generality of the foregoing, all such supports, poles and/or other structures, wires, guys, anchors, installations and other fixtures, equipment and appurtenances as may be necessary or convenient in connection therewith for the construction and operation of said electric power line or lines over, through, upon, under and across the following described land situated in Ontonagon County, State of Michigan to wit:

An easement and right-of-way 100' in width lying between lines parallel to and situated 50 feet from the centerline, measured at right angles from the centerline of the existing power lines now existing on the easement parcel across the following described property:

SE Shaft Circuit: 50' on either side of the centerline of the 13.8 kV power line now existing through Sections 4, 9 and 10, Township 50 North, Range 42 West. Also included in this conveyance are all the poles, structures, conductors, arms, attachments, and equipment; and the cable feeds to the concrete transformer pad at the SE Shaft; and all related transmission fixtures and attachments now located on the easement parcel; and

Tollfree No. 3 Shaft Circuit -- 50' on either side of the centerline of the existing transmission line crossing Sections 10, 11 and 12, Township 50 North, Range 42 West, Carp Lake Township and Section 7, Township 50 North, Range 41 West, Ontonagon Township, Ontonagon County. Also included in this conveyance are all the poles, structures, conductors, arms, attachments, and all related transmission fixtures and attachments now located on the easement parcel; and

69-kV System -- 50' on either side of the centerline of the existing transmission line crossing Sections 7, 8 and 17 Township 50 N Range 41 West, Ontonagon Township and Sections 3, 4, 9, 10, 11, 12 and 16 Township 50 North, Range 42 West, Carp Lake Township, Ontonagon County. Also included in this conveyance are all the poles, structures, conductors, arms, attachments, and all related transmission fixtures and attachments now on the easement parcel; and further including the lattice substation steel structures, footings and foundations at the Southwest Shaft and Tollfree locations,

G2E Circuit -- 50' on either side of the centerline of the existing transmission line crossing Sections 15 and 22, Township 50 North, Range 42 West, Carp Lake Township, Ontonagon County. Also included in this conveyance are all the poles, structures, conductors, arms, attachments, and all related transmission fixtures and attachments now located on the easement parcel,

68 MR 421

Together with the right to clear the right of way, remove or trim trees and brush, and remove other obstructions from that portion of said lands lying within 50 feet of the centerline of said electric power line or lines and to cut, trim, or remove from the area adjacent to the right of way any trees or branches which by reason of their proximity may endanger or interfere with the said electric power line or lines or the operation thereof to use a non-toxic spray on said right of way for the purpose of controlling brush and tree growth and the right of ingress and egress to and from said right of way through and over the above described land or grantors adjacent lands for any and all purposes necessary, convenient, or incidental to the exercise by Grantee of the rights herein granted.

Grantor covenants with Grantee that it is the lawful owner of the aforesaid lands and equipment, has the right and authority to make this grant, and that it will forever warrant and defend the title thereto.

TO HAVE AND TO HOLD the said right of way and easement unto said UPPER PENINSULA POWER COMPANY, its successors and assigns.

This Agreement shall be assignable by the Grantee and shall insure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto; and wherever the singular or masculine is used, it shall be considered as if the plural or the feminine or the neuter, as the case may be, had been used, where the context or the party or parties hereto so require, and the rest of the sentence shall be construed as if the grammatical and terminological changes hereby rendered necessary have been made.

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

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal this 14th day of October, 1999.

Witness:

MARGARET LI

LYNNE DENTON

COPPER RANGE COMPANY

By:

Title:

By:

Title:

Province
State of Ontario
Municipality
County of Metropolitan Toronto

Subscribed and sworn to before me this 14th day of October, 1999.

Peter C. Rozee
PETER C. ROZEE
Notary Public
Province of Ontario County NY
My commission expires: N/A

68MR425

70 Misc 336

JUDITH D. ROEHM
Ontonagon County 9P
Page 1 of 9
JEM Date 07/20/2001 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]

ASSIGNOR:

Signed in the Presence of:

Upper Peninsula Power Company, a Michigan Corporation


 * Patricia L. Van Den Elzen

By: 

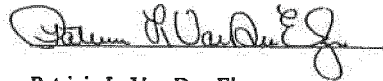
Name: B. J. Wolf
 Title: Secretary


 * Kim M. Michiels

ACKNOWLEDGMENT

STATE OF Wisconsin)
) 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	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-ONTONAGON	07	51N	39W	W1/2-W1/2-NE1/4, SE1/4-NW1/4		L036	MR	P-611, P-489-484		
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 GOVT 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	50N	39W	SW1/4, W1/2-NW1/4		L014	MR	P-353		
			08	50N	39W	NW1/4						
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	52N	39W	SW1/4		L014	MR	P-362		
			36	52N	40W							
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-364		
MI	ONTONAGON	T-ONTONAGON	17	51N	39W	N1/2-N1/2-NW1/4	GOVT 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-683		
MI	ONTONAGON	T-ONTONAGON	07	51N	39W	NE1/4-SE1/4	LT 5, BK2 ASSESSOR'S PLAT OF DONNELLY SUBDIVISION NO. 2 GOVT LOTS 4, 5	L014	M	P-671		



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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)	Jecket(J) Image(I) Page(P)	Recorded Document Number	Court Case Number
MI	ONTONAGON	V-ONTONAGON	31	52N	39W	SW1/4		L014	M	P-640		
			36	52N	40W							
MI	ONTONAGON	T-ROCKLAND	34	51N	39W	NW1/4-SE1/4	LT 3, BK2 ASSESSOR'S PLAT OF DONNELLY'S SUBDIVISION NO. 2 GOVT LOTS 4, 5	L014	MR	P-376		
MI	ONTONAGON	T-ROCKLAND	28	51N	39W	S1/2-NE1/4		L014	M	P-534		
MI	ONTONAGON	T-ONTONAGON	06	51N	39W	S1/2-SW1/4	GOVT LOT 2, 3, 7	L014	MR	P-493		
MI	ONTONAGON	T-ROCKLAND	34	51N	39W	NE1/4-NW1/4		L014	M	P-545		
MI	ONTONAGON	T-ROCKLAND	27	51N	39W	SW1/4-SW1/4		L014	M	P-546		
MI	ONTONAGON	T-ONTONAGON	06	51N	39W	SW1/4-NW1/4		L014	M	P-547		
MI	ONTONAGON	T-ROCKLAND	17	50N	39W	NE1/4-NE1/4		L014	M	P-483		
MI	ONTONAGON	T-ONTONAGON	36	52N	40W			L014	MR	P-479		
MI	ONTONAGON	T-ROCKLAND	29	60N	39W	NW1/4-SE1/4, SW1/4- NE1/4, SE1/4-NE1/4, NE1/4-NW1/4, SW1/4- NW1/4, NW1/4-NW1/4, NE1/4-SE1/4, SW1/4- NE1/4, NW1/4-NE1/4, SE1/4-SE1/4, NE1/4- SE1/4, SE1/4-NW1/4, NW1/4-NW1/4, NE1/4-SE1/4, SE1/4- NW1/4, NE1/4-NW1/4, NW1/4-NW1/4		L018	MR	P-408		
			16	50N	39W							
			06	50N	39W							
			34	51N	39W							
			28	51N	39W							

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	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, NE1/4-NE1/4		L018	MR	P-408		
		T-BOHEMIA	11	51N	37W	SW1/4-SW1/4 /						
			01	51N	37W	NW1/4-SW1/4, SW1/4-NW1/4, SE1/4-NW1/4, NE1/4-NW1/4, NW1/4-NE1/4, NE1/4-NE1/4						
			36	52N	37W	SE1/4-SE1/4						
MI	ONTONAGON	T-ONTONAGON	29	51N	39W	NE1/4-NE1/4		L018	MR	P-408		311
			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	Court Case Number
MI	ONTONAGON	T-GREENLAND	05 06 07	50N 50N 50N	38W 38W 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		GOVT LOT 2	L040	MR	P-309		
MI	ONTONAGON	T-ONTONAGON	36	52N	40W		LT 6, BK2 ASSESSOR'S PLAT OF DONNELLY'S 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						
			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						
			08	50N	41W	SE1/4-SW1/4, S1/2-SE1/4						
			09	50N	41W	S1/2-SE1/4						
MI	ONTONAGON	T-CARP LAKE	12	50N	42W	N1/2-NW1/4, NW1/4-NE1/4		L034	MR	P-495		
			09	50N	42W	SW1/4-SW1/4, S1/2-SE1/4		L059	M	P-476		313
			04	50N	42W	E1/2-SW1/4, SE1/4-NW1/4, W1/2-NW1/4, NW1/4-NW1/4, 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	52N	40W			L053	MR	P-697		
MI	ONTONAGON	V-ONTONAGON	31	52N	39W	NW1/4-NE1/4, SW1/4-NE1/4		L056	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)	Jackel(J) Image(I) Page(P)	Recorded Document Number	Court Case Number
MI	ONTONAGON	T-CARP LAKE	04	60N	42W			V068	MFL	P-424		
			09	60N	42W							
			10	60N	42W							
			11	60N	42W							
			12	60N	42W							
			03	60N	42W							
			15	60N	42W							
			16	60N	42W							
			22	60N	42W							
		T-ONTONAGON	07	60N	41W							
			08	60N	41W							
			17	60N	41W							

HIGHWAY EASEMENT RELEASE

White Pine Copper 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 James J. Johnson Register
Mitchell S. Green Deputy

HIGHWAY EASEMENT RELEASE

For and in consideration of the sum of One Dollar (\$1.00) and
other valuable consideration, the receipt whereof is acknowledged,
the undersigned,

WHITE PINE COPPER COMPANY, a Delaware corporation duly licensed
to do business within the State of Michigan, whose post office
address is Box 100, White Pine, Michigan 49971, hereby grants
and conveys to the

BOARD OF COUNTY ROAD COMMISSIONERS of the County of Ontonagon,
a body corporate, whose address is 415 Spar Street, Ontonagon,

Michigan 49953, an easement for highway purposes in, over and upon the several parcels of land in the County of Ontonagon,
Michigan, described as follows:

PARCEL I

That part of the Southwest quarter of Southeast quarter (SW-1/4 of SE-1/4) of Section Nine (9), Township Fifty (50)
North, of Range Forty-two (42) West, more particularly described as follows: A parcel of land for road purposes describ-
ed as follows: Commencing at the South 1/4 corner of said Section 9; thence S 89° 50' E on the South Line of Section 9
200.00 ft. to the Point of Beginning; thence, continuing S 89° 50' E on said South Line 1118.5 ft. to the East Line of
the SW-1/4 of the SE-1/4 of Section 9; thence N 0° 10' E 33.0 ft.; thence N 89° 50' W 33 ft. north of and parallel to
the South Line of Section 9, 510.09 ft.; thence N 58° 31' W 366.29 ft. to the center of the Soo RR; thence S 31° 29' W
224.07 ft.; thence N 89° 50' W 199.14 ft.; thence S 33° 35' E 39.65 ft. to the South Line of Section 9 and the Point of
Beginning, and containing 2.2 acres.

PARCEL II

A strip of land for road purposes, 33 ft. in width, described as the southerly 33 ft. of the Southeast quarter of South-
west quarter (SE-1/4 of SW-1/4) of Section Ten (10), Township Fifty (50) North, of Range Forty-two (42) West, containing
1.0 acres.

PARCEL III

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 Ten (10), Township Fifty (50) North, of Range Forty-two (42) West, containing 2.0 acres.

PARCEL IV

A strip of land for road purposes, 117 ft. in width, described as the northerly 117 ft. of the Northeast quarter of
Northwest quarter (NE-1/4 of NW-1/4) of Section Fifteen (15), Township Fifty (50) North, of Range Forty-two (42) West,
containing 3.5 acres.

PARCEL V

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 Fifteen (15), Township Fifty (50) North, of Range Forty-two (42) West, containing 7.1 acres.

PARCEL VI

A strip of land for road purposes, 33 ft. in width, described as the southerly 33 ft. of the Southwest quarter (SW-1/4)
of Section Eleven (11), Township Fifty (50) North, of Range Forty-two (42) West, containing 2.0 acres.

PARCEL VII

A strip of land for road purposes, 117 ft. in width, described as the northerly 117 ft. of the Northwest quarter (NW-1/4)
of Section Fourteen (14), Township Fifty (50) North, of Range Forty-two (42) West, containing 7.1 acres.

PARCEL VIII

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 Eleven (11), Township Fifty (50) North, of Range Forty-two (42) West, containing 2.0 acres.

33M12519

PARCEL IX

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 Fourteen (14), Township Fifty (50) North, of Range Forty-two (42) West, containing 7.1 acres.

PARCEL X

A strip of land for road purposes, 33 ft. in width, described as the southerly 33 ft. of the Southeast quarter of Southwest quarter (SE-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 XI

A strip of land for road purposes, 117 ft. in width, described as the northerly 117 ft. of the Northwest quarter (NW-1/4) of Section Thirteen (13), Township Fifty (50) North, of Range Forty-two (42) West, containing 7.1 acres.

SAVING AND RESERVING unto the grantor herein and its successors and assigns, 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 it deems 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 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 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 19th day of September, 1967.

Signed, sealed and delivered
in presence of:

WHITE PINE COPPER COMPANY

Fred Heil

(CORPORATE SEAL)

By R. C. COLE
President

William L. Evans

Elma E. Cook

Bernard W. Hokkanen

And RICHARD S. BEAR
Assistant Secretary

STATE OF MICHIGAN)

) ss.

COUNTY OF ONTONAGON)

On this 20th day of September, 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 R. C. COLE, President, and RICHARD S. BEAR, Assistant Secretary, to me known, who, being by me duly sworn, did depose and say that they are the President and Assistant Secretary respectively of the WHITE PINE COPPER 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 R. C. COLE and RICHARD S. BEAR severally acknowledged said instrument to be the free act and deed of said corporation.

(NOTARY SEAL)

Simone A. Linares
Notary Public, Ontonagon County, Michigan.
My commission expires: January 19, 1971.

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

Michigan Department of Environmental Quality
Waste Management Division

JUDITH D. ROEHL

Ontonagon County

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Feet

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16:15

1,000

1 of 1

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.

65 MR 156

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

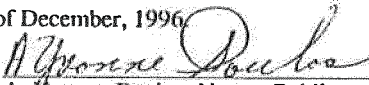

Signature Marvin W. Harner

Refinery Manager

STATE OF MICHIGAN

COUNTY OF ONTONAGON

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


A. Yvonne 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 Liber 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


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 ASCARIS, Notary Public
Province of Ontario, Canada
My Commission Expires: 15 Feb 2003

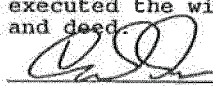
NORTHERN LAND AND SALES II, LLC


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
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

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:

1. 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

(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.

- Zone II - 5

- (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)

006201

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 24th 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]

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

[Signature]
Notary Public

STEVEN ABERNETHY
[Print or type name]

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

My Commission Expires: is for life St.

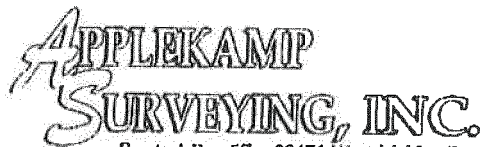
Prepared by: Mike Cooper
Sr. Consultant
MFG, Inc.
4300 E. Pearl Circle Suite 300 W
Boulder, CO. 80301
(303) 447-1823

006236

**EXHIBIT A 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 II Restrictive Covenant

Zone II



Route 1 Box 57 • 28476 West M-28 • Ewen, Michigan 49925

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

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

A parcel of land encompassing the S $\frac{1}{4}$ of the S $\frac{1}{4}$ of Section 16 & 17, SE $\frac{1}{4}$ and S $\frac{1}{2}$ of the NE $\frac{1}{4}$, Section 19, entire Sections 20 & 21, W $\frac{1}{2}$ of Section 22 & 27, entire Sections 28, 29, 30, 31, 32 & 33 and the W $\frac{1}{2}$ of Section 34, T51N R41W; **ALSO** the E $\frac{1}{2}$ of the E $\frac{1}{2}$ of Section 25 and the E $\frac{1}{2}$ of the E $\frac{1}{2}$ of Section 36 lying East of the Mineral River, T51N R42W; **ALSO** the W $\frac{1}{2}$ of the W $\frac{1}{2}$, Section 1, entire Sections 2 & 3, Sections 4 & 5, lying East of Michigan Highway M-64, the N $\frac{1}{2}$ of Section 9 and the N $\frac{1}{2}$ of the S $\frac{1}{2}$ of Section 9 lying East of Michigan Highway M-64; entire Sections 10 & 11 and the W $\frac{1}{2}$ of the W $\frac{1}{2}$, 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 $\frac{1}{4}$ Corner of Section 30; thence North along the North-South $\frac{1}{4}$ 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 $\frac{1}{4}$ Corner of Section 22; thence South along the North-South $\frac{1}{4}$ line of Sections 22, 27 and 34, T51N R41W to the South $\frac{1}{4}$ 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.

A parcel of land in the S $\frac{1}{4}$ 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:

AND EXCEPT

Commencing at a point which is 1214.29 feet North and 870.39 feet East of the Southwest Corner of Section 31, T5N R1W, the FOURTH QUARTER, said point being on the West edge of the Tailings Dam Road; thence N70°-20'-59"W, 430.00 feet; thence N53°-59"-20.08 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.

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



EXHIBIT B 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 IIA Restrictive Covenant

Zone II

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

A parcel of land in the N½ of Section 4, T50N R42W, the SE¼ of the SE¼, Section 36, T51N R41W and the SW¼ of the SW¼, 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 ¼ of the SW ¼ and the SW ¼ of the SE ¼, 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 ¼ 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



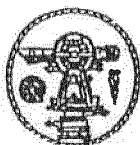
EXHIBIT C to
Restrictive Covenant For Zones II, IIA, IIB, IIC, IID, and IIE Use Restricted Property
To Restrict Use Of Groundwater, Restrict Use Of The Property To Certain Commercial And
Industrial Uses, And To Provide For Protection Of The Remedial Action

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

Zone II

2002 72

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, 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 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



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

Zone II

Earl W. Applekamp
Professional Surveyor
Telephone: 908-578-3477



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 HD)

A parcel of land encompassing a part of the S $\frac{1}{4}$ of the S $\frac{1}{4}$, Section 16, the E $\frac{1}{2}$ of Section 19, most of Section 20, entire Section 21, a part of the W $\frac{1}{2}$, Section 22 & W $\frac{1}{2}$, Section 27, entire Section 28 & 29, a part of the E $\frac{1}{2}$, Sections 30 & 31 and entire Sections 32 & 33, T51N R41W; ALSO a part of the W $\frac{1}{2}$ of the W $\frac{1}{2}$, Section 1, entire Section 2 and the E $\frac{1}{2}$ 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 $\frac{1}{4}$ 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 $\frac{1}{4}$ 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 West 330 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



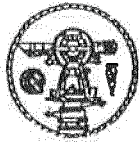
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EXHIBIT F to
Restrictive Covenant For Zones II, IIA, IIB, IIC, IID, and IIE Use Restricted Property
To Restrict Use Of Groundwater, Restrict Use Of The Property To Certain Commercial And
Industrial Uses, And To Provide For Protection Of The Remedial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

Legal Description of Property Included within the Boundary for the Zone IIE 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

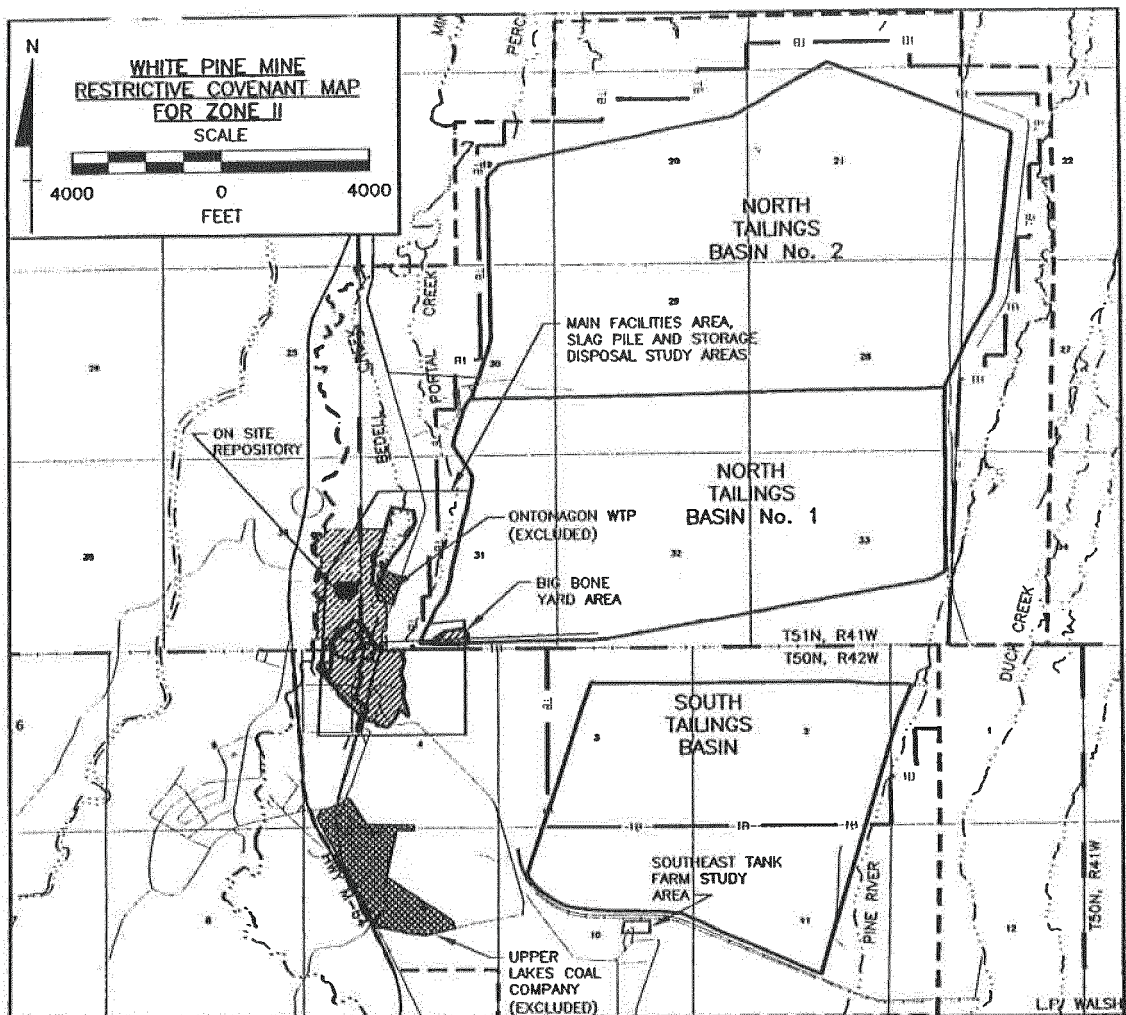


October 4, 2002

**EXHIBIT G to
Restrictive Covenant For Zones II, 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**

**Graphical Depiction of Property Included within the Boundary for the
Zone II, IIA, IIB, IIC, IID, and IIE Restrictive Covenant**

Zone II



LEGEND:

- Quarter-Quarter Section Lines
- Boundary of Commercial and Industrial Use Restrictive Covenant Area (Zone II)
- Engineered Barrier Restrictive Covenant Area (Zone IIA)
- Boundary of Bedell Wetlands Restrictive Covenant Area (Zone IIB)
- Boundary of On-Facility Repository Restrictive Covenant Area (Zone IIC)
- Boundary of Tailings Basins Restrictive Covenant Area (Zone IID)
- Property not part of CRC Facility (excluded from Restrictive Covenants)
- Boundary of Slag Pile Area Restrictive Covenants Area (Zone IIE)
- Roads
- River or stream
- Township/Range
- Section Lines



BY: *Earl W. Applekamp*
 EARL W. APPLEKAMP
 PROFESSIONAL SURVEYOR
 MICHIGAN NO. 17610

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: Mike D Reid
[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 Poleware, Corporation, on behalf of the corporation.
[state or place of incorporation corporation]

Laurie K Niemi
Notary Public

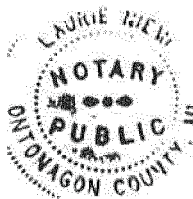
Ontonagon, Michigan
[Commissioned In] County, [State]

Laurie K Niemi
[Print or type name]

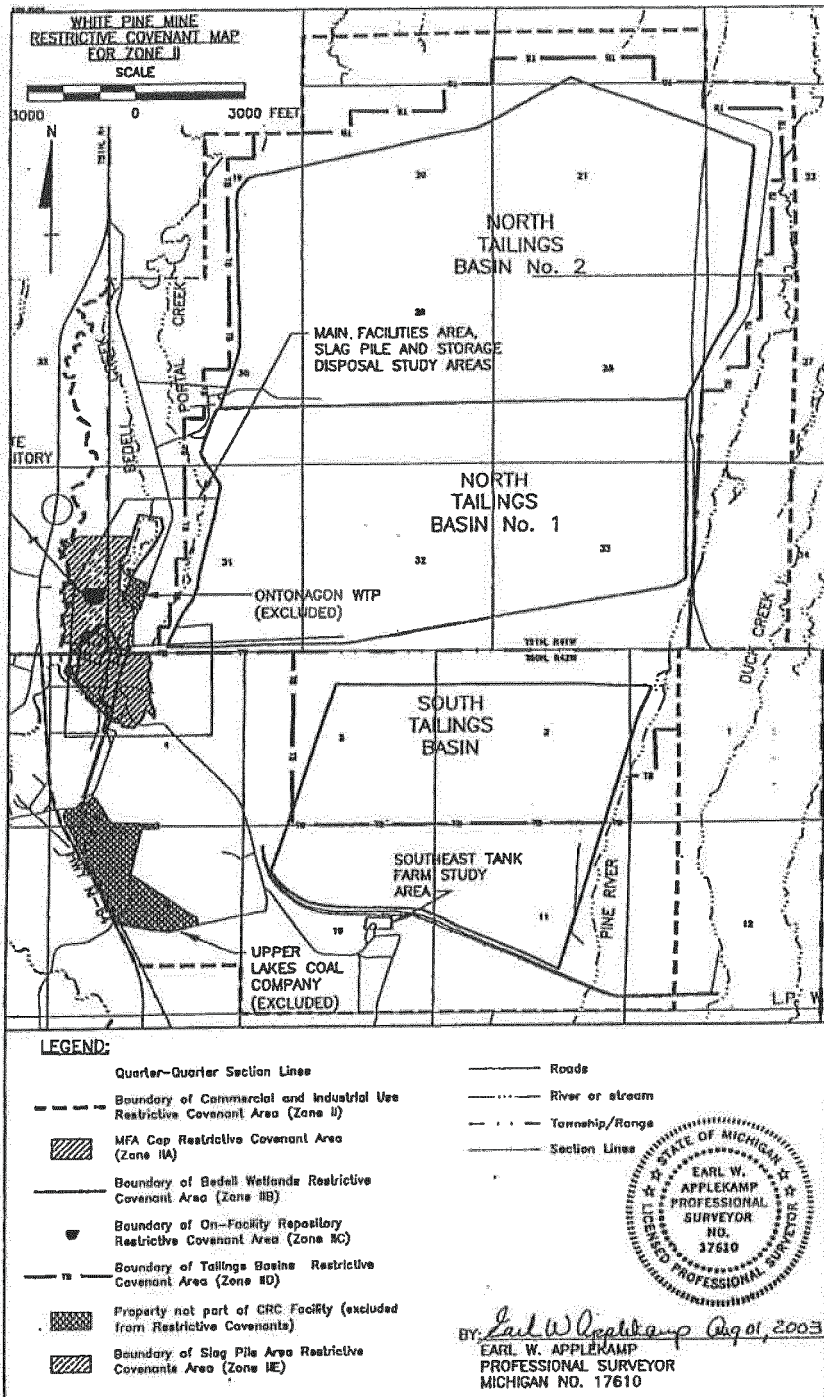
My Commission Expires: Sept 9, 2005

LAURIE K. NIEMI
Notary Public, Ontonagon County, MI
My Comm. Expires: 9/9/2005

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



Attachment A



2003.13

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, IC, 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

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

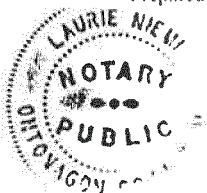
Ontonagon, Michigan
[Commissioned in] County, [State]

Laurie K Niemi
[Print or type name]

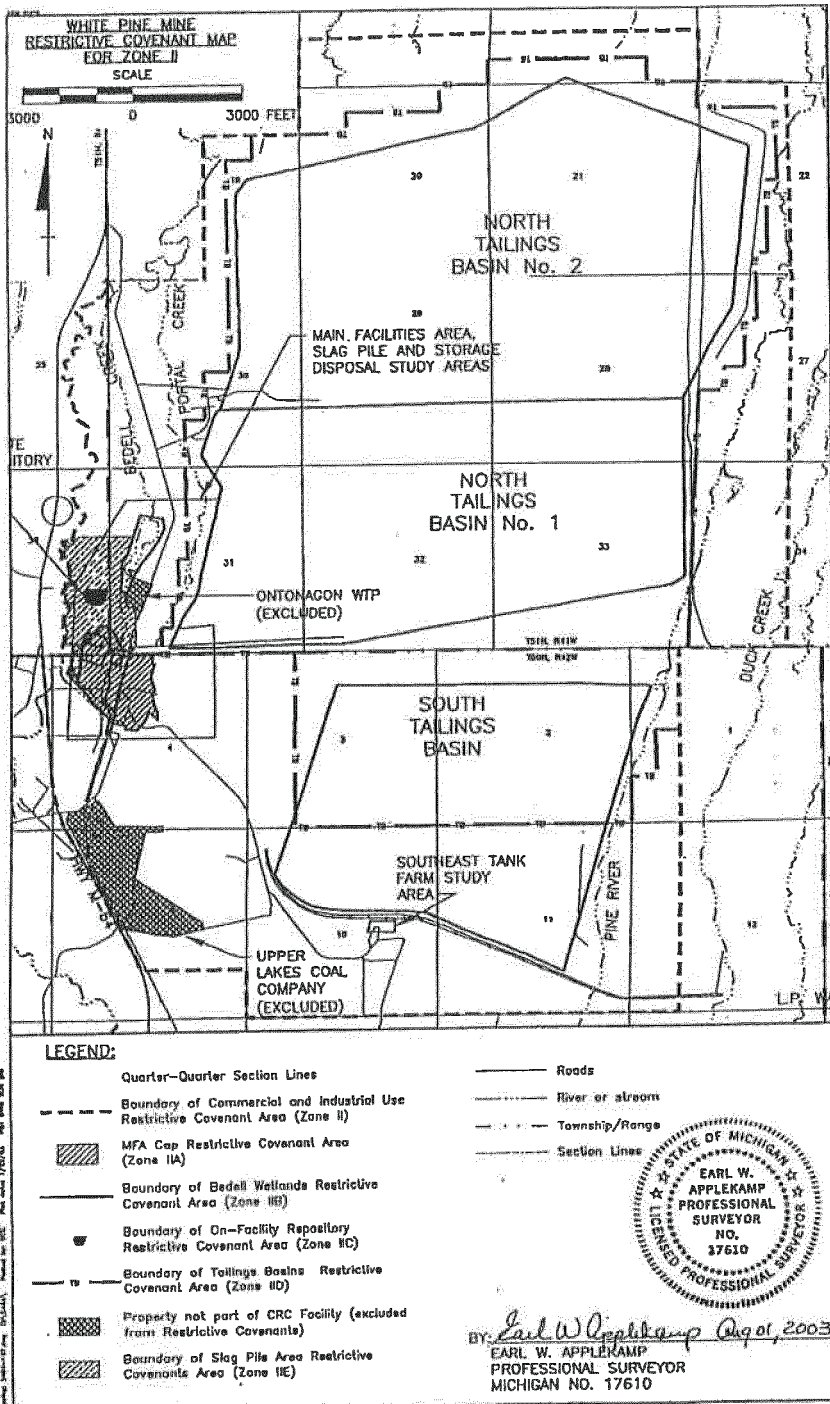
My Commission Expires: Sept 9, 2005

Prepared by:

Mike Cooper
Sr. Consultant
MFG, Inc.
4300 E. Pearl Circle Suite 300 W
Boulder, CO. 80139
(303) 447-1823



Attachment A



006216

PERMISSION TO IMPOSE RESTRICTIVE COVENANT

Pursuant to M.C.L. § 324.20120b(4), the undersigned, Teton 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 Teton Industries.

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

Teton 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
[Date]
Brian R. Paulsen of Teton 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]

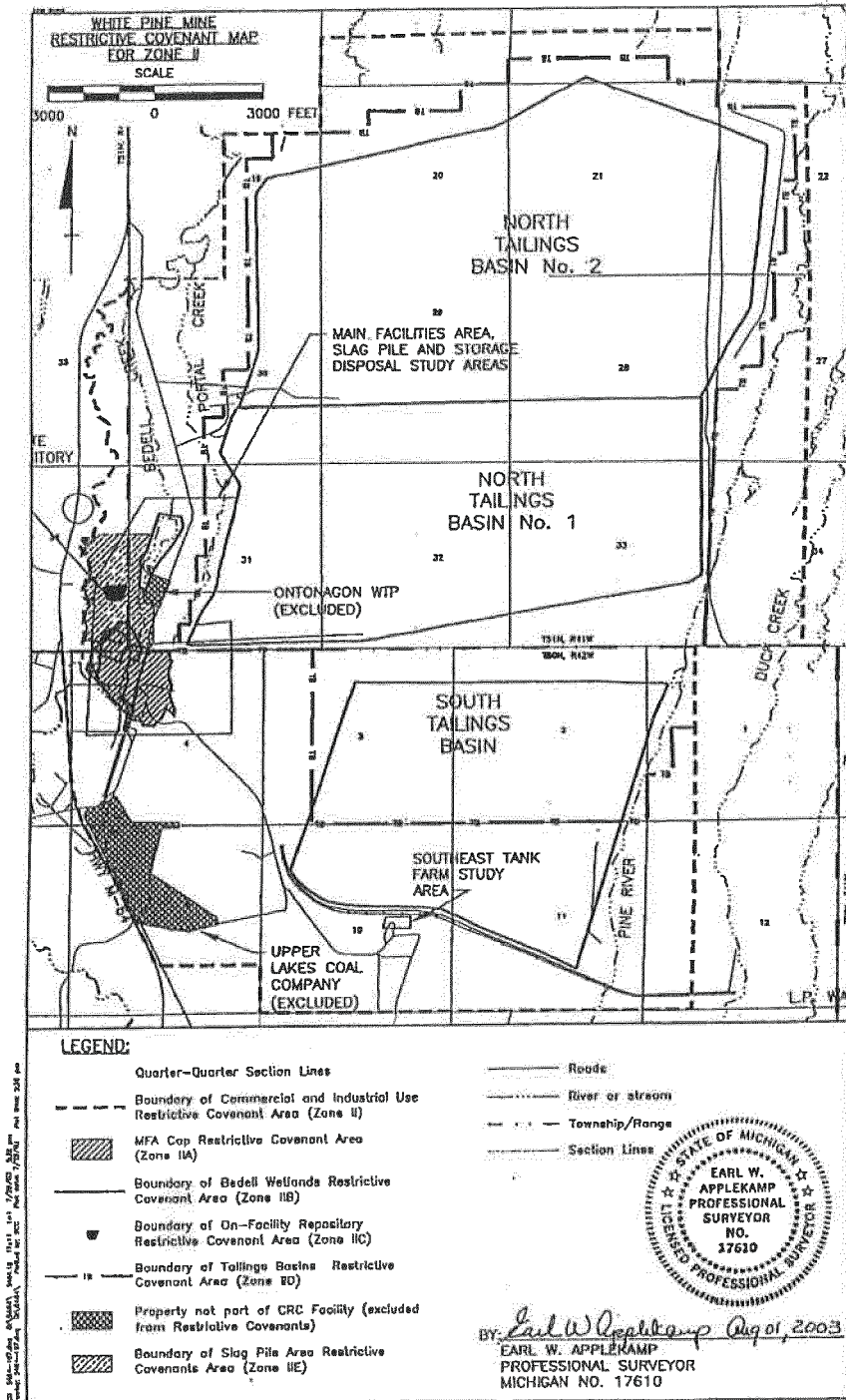
Laurie K Niemi Ontonagon, Michigan
Notary Public [Commissioned in] County, [State]

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



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

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

a Michigan, on behalf of the corporation.

[state or place of incorporation corporation]

Sharon A. Behrendt
Notary Public

Ontonagon Michigan

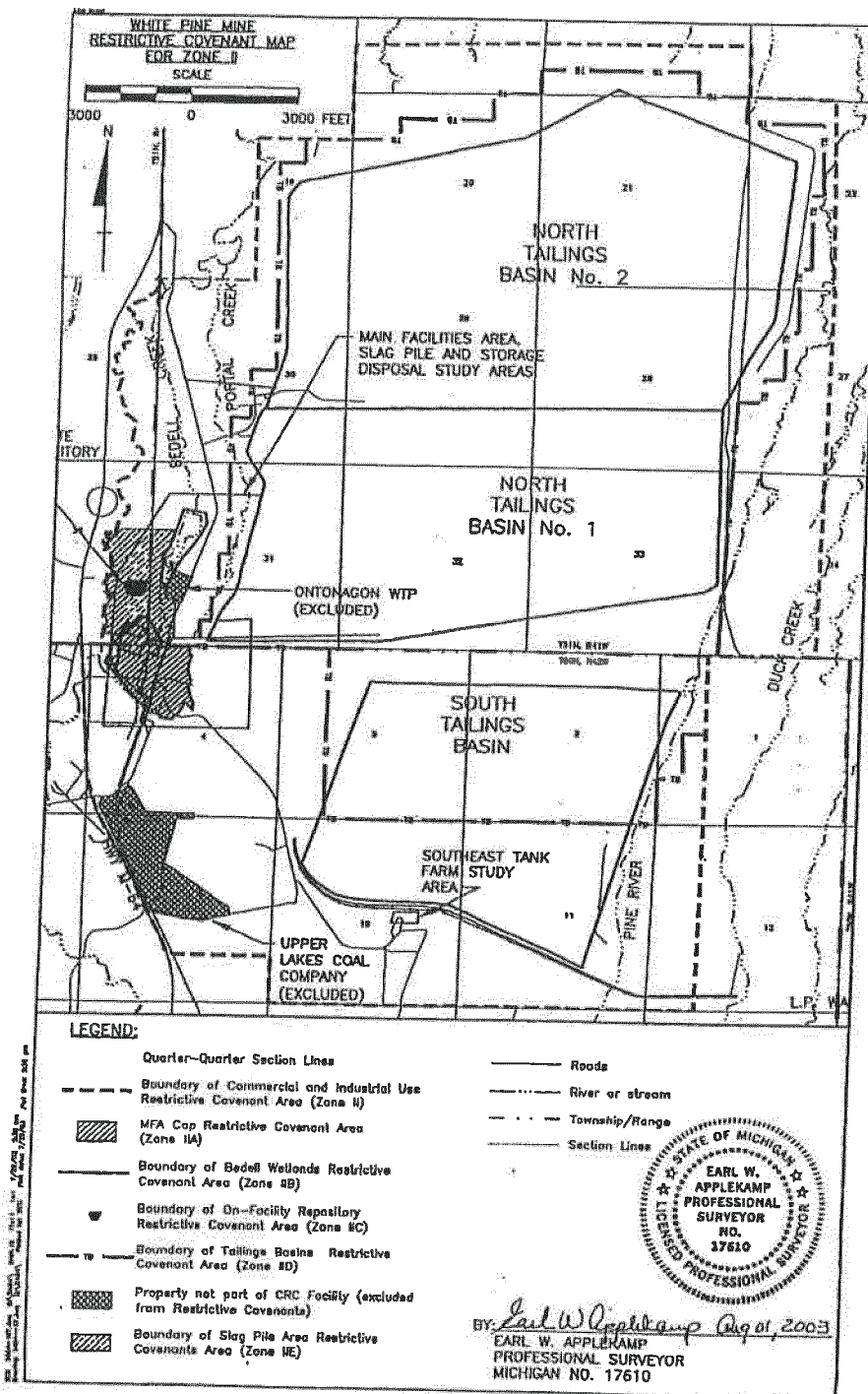
[Commissioned in] County, [State]

Sharon A. Behrendt
[Print or type name]

My Commission Expires: October 25, 2007

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]

James K. Niemi
Notary Public

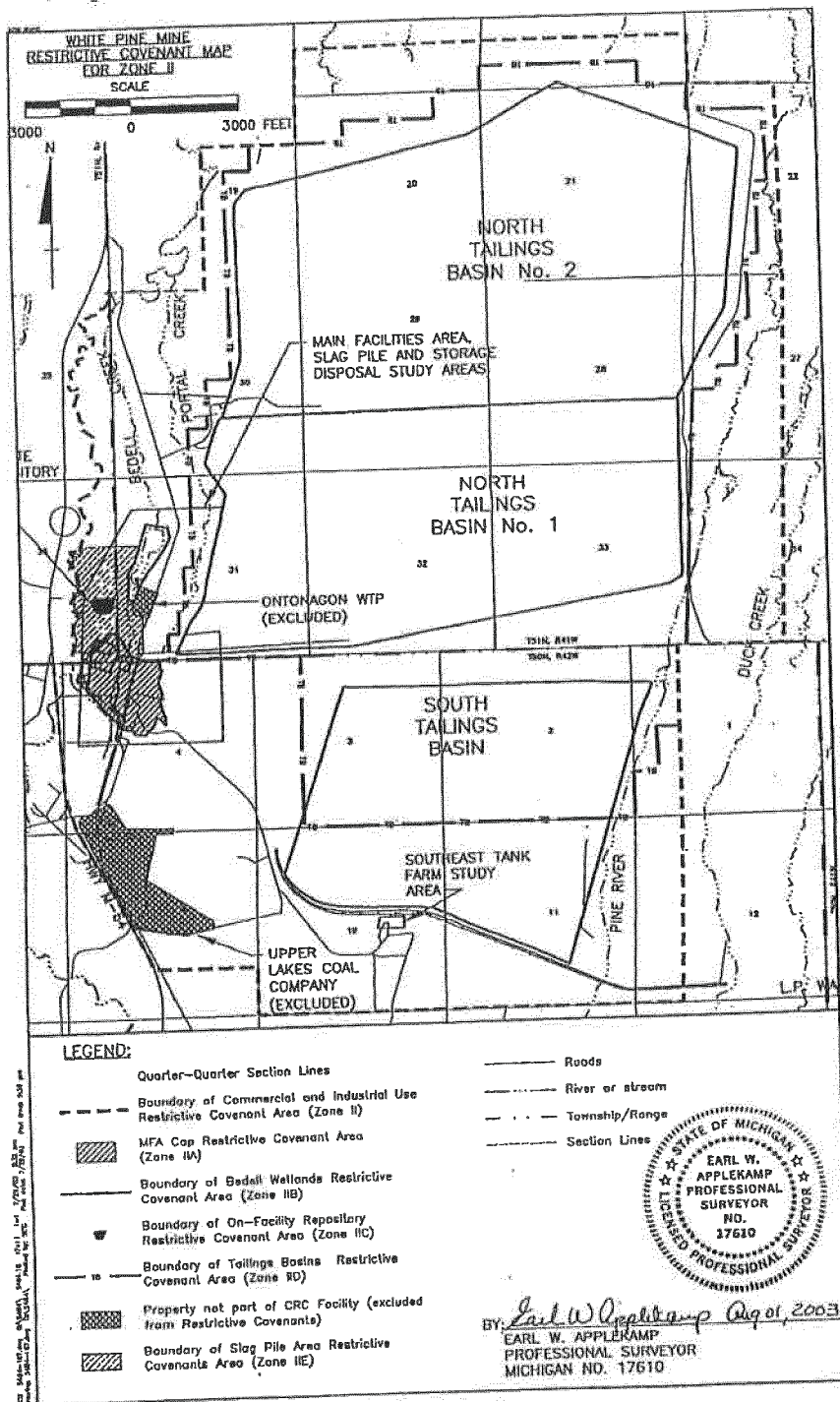
Ontonagon, Michigan
[Commissioned in] County, [State]

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, L.L.C., 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, L.L.C.

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

Northern Land and Sales II, L.L.C.

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 Dussiere
Notary Public

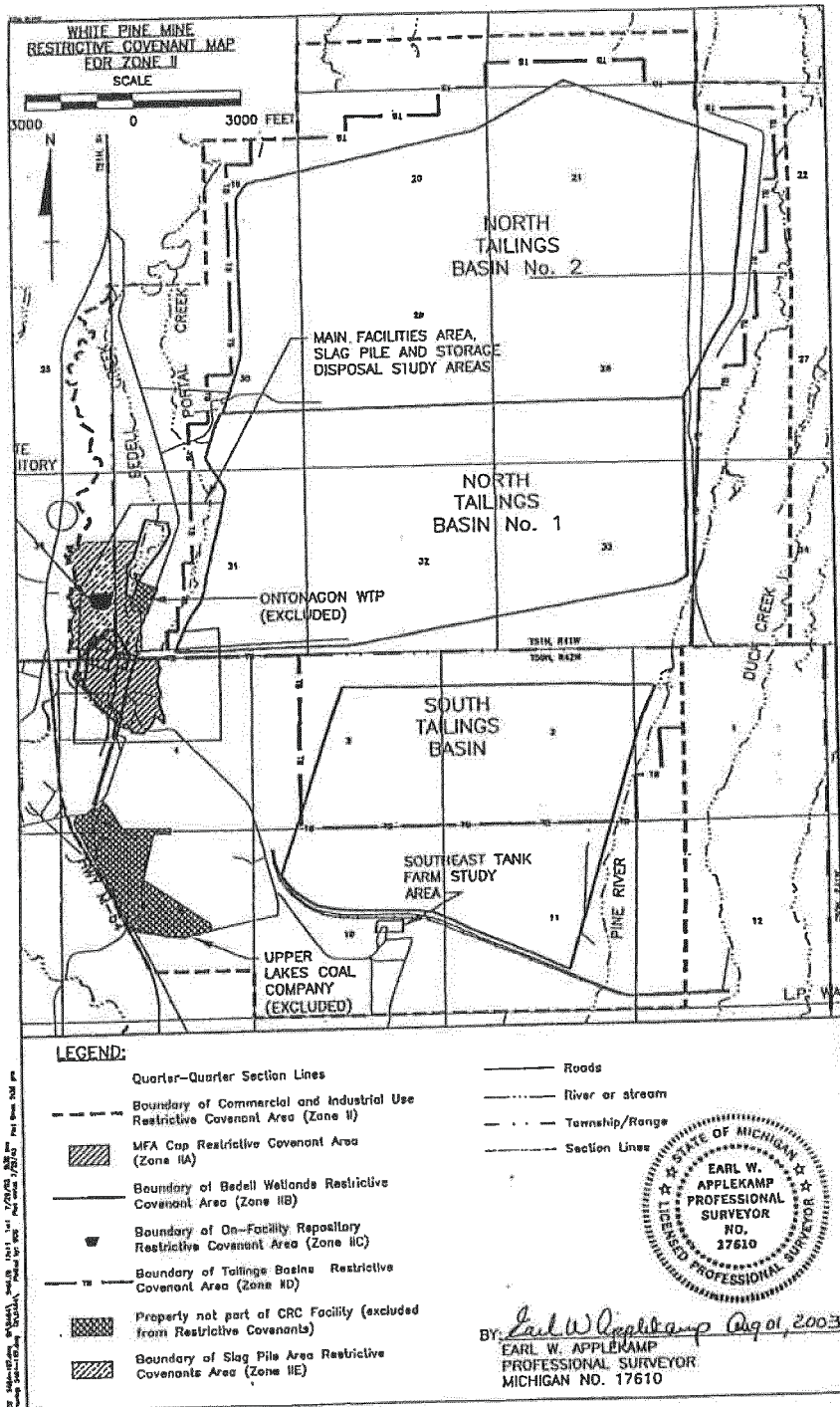
ONTONAGON, MICHIGAN
[Commissioned in] County, [State]

Linda Dussiere
[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. 80139
(303) 447-1823

Attachment A



JUDITH D. ROEHN 3P
Ontonagon County
Page 1 of 3 GR 110/53
JEM Date 07/19/2002 Time 14:32:25
RECORDING FEE: 14.00

I Hereby Certify that there are no Tax Liens or Taxes held by the State or any individual against the within description, and all Taxes on same are paid for for years previous to the date of this instrument, as appears by the records in my office. This certificate does not apply on taxes, if any, now in process of collection.

July 19, 2002 Delma A. Gaudin
Date ILLUSTRATION County Treasurer, ILLUSTRATION Ontonagon Co., MI

Ontonagon County

3348

STATE OF
MICHIGAN
07/19/2002
GR 110/53



REAL ESTATE
TRANSFER TAX
JMD13937

11.55
78.75

WARRANTY DEED

The Grantor(s) NORTHERN LAND AND SALES II, LLC, a Michigan Limited Liability Company

Whose address is/are P.O. BOX 217, 115 OLD NORWICH TRAIL, ONTONAGON, MI 49953

Convey(s) and warrant(s) to TIMOTHY C. JOHNSTON and KRISTINA S. JOHNSTON, Husband and Wife

Whose address is/are 19364 STANTON ROAD, PIERSON, MI 49339

the following described premises situated in the Township of Carp Lake, County of Ontonagon and the State of Michigan:

The West 972 feet of the South 1,254 feet of the North 4,950 feet of the W1/2, Section 12, T50N-R42W

Together with a perpetual and non-exclusive easement 33 feet in width for the benefit of the above described parcel located over, across and along an existing trail road commonly known as Dashaveyor Grade traversing the S1/2 of the S1/2, Section 12, T50N-R42W, the SW1/4, Section 7, T50N-R41W and the N1/2 of the SE1/4, Section 7, T50N-R41W in an Easterly and Westerly direction for access and utility purposes to and from the L.P. Walsh Road.

Also, together with a perpetual and non-exclusive easement 33 feet in width for the benefit of the above described parcel located over, across and along an existing trail road traversing the E1/2 of the W1/2, Section 12, T50N-R42W, in a Northerly and Southerly direction for access and utility purposes to and from Dashaveyor Grade.

Excepting and reserving unto the Grantor herein, its successors and assigns, a right of way over and across said non-exclusive and perpetual easement traversing the above described parcel for access and utility purposes for the benefit of all lands located in the W1/2 of Section 12, T50N-R42W.

All lands conveyed in Section 12, T50N-R42W are expressly subject to the following groundwater use restrictions imposed by the Copper Range Company as previous owner:

Copper Range Company (CRC) is required under the terms of a Consent Decree (CD) entered October 29, 1997 in the District Court of Ingham County, Michigan to submit a Remedial Action Plan (RAP) to the Michigan Department of Environmental Quality (MDEQ). The RAP will include land use-based cleanup criteria as defined and set forth in Section 20120a(1)(i) of Part 201 of the Natural Resources and Environmental Protection Act (NREPA), 1994 PA 451, as amended, MCL 324.20101 *et seq.*, for the environmental remediation associated with the above property and also referred to as the White Pine Mine. There is a potential that contamination from the White Pine Mine may either presently exist or may migrate under the Property above described.

As used herein, the terms "Owner" shall mean at any given time the then current titleholder of the Property.

NOW THEREFORE, Copper Range Company, pursuant to Section 20120b(4) of NREPA, hereby imposes restrictions on the Property and covenants and agrees that:

1) The Owner shall not consume or otherwise use the groundwater underlying the Property described above without prior approval of MDEQ.

2) The Owner shall provide notice to the MDEQ of the Owner's intent to convey any interest in the Property 14 days prior to consummating the conveyance. However, such notification does not require approval, confirmation or written response by MDEQ prior to the conveyance of the Property. A conveyance of title,