

3. No Obstruction. During the owner of the Sale Property's exercise of his rights under this agreement, the Easement Area shall be kept open, and the parties shall use commercially reasonable efforts to prevent the parking of any vehicle or any obstruction of any kind to exist in the Easement Area or which will prevent or obstruct vehicular or pedestrian traffic on the Easement Area.

4. Indemnification. The owner of the Sale Property shall indemnify, defend, and hold Itasca and its officers, members, partners, affiliates, employees, agents, contractors, customers and invitees harmless from any and all (a) liability, damage, expense, cause of action, suits, claims, or judgments arising from personal injury, death, or property damage occurring in connection with the use of the Easement Area by the owner of the Sale Property and/or its employees, affiliates, agents, contractors, customers, and invitees.

5. Term. This Agreement shall be perpetual.

6. Governing Law. This Agreement is governed by the laws of the State of Minnesota.

7. Amendment. This Agreement may be extended, abrogated, modified, rescinded, amended or terminated in whole or in part only by a written agreement signed by the owner of the Sale Property and the owner of the Itasca Property.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF the undersigned have executed this Agreement the day and year first above written.

**GRAND RAPIDS ECONOMIC DEVELOPMENT
AUTHORITY**

By [Signature]

Its: EXECUTIVE DIRECTOR

By _____

Its:

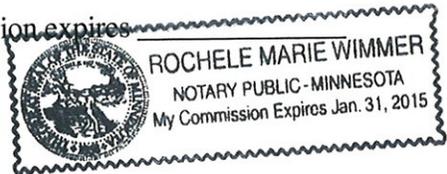
ACKNOWLEDGMENT

STATE OF MINNESOTA)
) SS.
COUNTY OF Hasca)

The foregoing instrument was acknowledged before me this 7th day of May, 2010 by Rob Mattes, the Executive Director of the Grand Rapids Economic Development Authority, a _____ public body politic and corporate

[Signature]
Notary Public

My commission expires _____



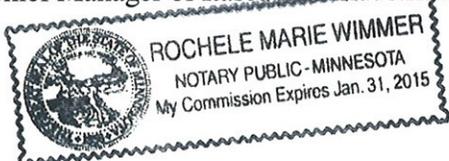
ITASCA ECO INDUSTRIAL PARK, LLC

By 
Diane Weber
Its: Chief Manager

ACKNOWLEDGMENT

STATE OF MINNESOTA)
) SS.
COUNTY OF ITASCA)

The foregoing instrument was acknowledged before me this 7th day of May, 2010 by Diane Weber, the Chief Manager of Itasca Eco Industrial Park, LLC, a Minnesota limited liability company.




Notary Public

My commission expires _____

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):

KENNEDY & GRAVEN, Chartered (MNI)
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402
(612) 337-9300

EXHIBIT A
Legal Description of Sale Property

That part of Government Lot 3, Section 19, Township 55 North, Range 25 West, Itasca County, Minnesota lying easterly and northerly of the following described line:

COMMENCING at the northwest corner of said Government Lot 3; thence North 86 degrees 48 minutes 06 seconds East, assigned bearing, along the north line of said Government Lot 3, a distance of 190.35 feet to the northeast corner of the West 190.00 feet of said Government Lot 3 and the point of beginning of the line to be herein described; thence South 00 degrees 17 minutes 11 seconds West, along the east line of said West 190.00 feet a distance of 505.94 feet; thence South 44 degrees 19 minutes 07 seconds East 409.82 feet; thence South 85 degrees 17 minutes 34 seconds East 432.64 feet; thence South 75 degrees 32 minutes 33 seconds East 299.16 feet; thence South 53 degrees 17 minutes 09 seconds East 339.36 feet to the east line of said Government Lot 3 and said described line there terminating.

LESS AND EXCEPT that part of said Government Lot 3 described as follows:

BEGINNING at the northeast corner of said Government Lot 3; thence South 01 degrees 45 minutes 58 seconds West, bearing assumed, along the east line thereof, 630 feet, more or less, to intersect the northerly shore of the Mississippi River; thence southwesterly, along said shore to intersect the west line of the East 75.00 feet of said Government Lot 3; thence North 01 degrees 45 minutes 58 seconds East, along said west line, 622 feet, more or less, to intersect the north line of Government Lot 3; thence North 86 degrees 30 minutes 55 seconds East, along said north line a distance of 75.32 feet to the point of beginning.

Subject to easements, restrictions and reservations of record.

EXHIBIT B
Legal Description of Itasca Property

The real property referred to is situated in the City of Grand Rapids, County of Itasca, State of Minnesota, and is described as follows:

Government Lot 3 in Section 19, Township 55 North, Range 25 West of the 4th Principal Meridian, Itasca County, Minnesota, less and except the East 475 feet as measured at right angles to the east line thereof.

The East 475.00 feet of Government Lot 3 in Section 19, Township 55 North, Range 25 West of the 4th Principal Meridian, Itasca County, Minnesota, less and except that part described as follows: Beginning at the northeast corner of said Government Lot 3; thence South 1 degree 45 minutes 58 seconds West, bearing assumed, along the east line thereof, 630 feet, more or less, to intersect the northerly shore of the Mississippi River; thence southwesterly, along said shore to intersect the west line of the East 75.00 feet of said Government Lot 3; thence North 1 degree 45 minutes 58 seconds East, along said west line, 622 feet, more or less, to intersect the north line of said Government Lot 3; thence North 86 degrees 30 minutes 55 seconds East, along said north line a distance of 75.32 feet to the point of beginning.

LESS AND EXCEPT that part of said Government Lot 3 described as follows:

That part of Government Lot 3, Section 19, Township 55 North, Range 25 West, Itasca County, Minnesota lying easterly and northerly of the following described line:

COMMENCING at the northwest corner of said Government Lot 3; thence North 86 degrees 48 minutes 06 seconds East, assigned bearing, along the north line of said Government Lot 3, a distance of 190.35 feet to the northeast corner of the West 190.00 feet of said Government Lot 3 and the point of beginning of the line to be herein described; thence South 00 degrees 17 minutes 11 seconds West, along the east line of said West 190.00 feet a distance of 505.94 feet; thence South 44 degrees 19 minutes 07 seconds East 409.82 feet; thence South 85 degrees 17 minutes 34 seconds East 432.64 feet; thence South 75 degrees 32 minutes 33 seconds East 299.16 feet; thence South 53 degrees 17 minutes 09 seconds East 339.36 feet to the east line of said Government Lot 3 and said described line there terminating.

LESS AND EXCEPT that part of said Government Lot 3 described as follows:

BEGINNING at the northeast corner of said Government Lot 3; thence South 01 degrees 45 minutes 58 seconds West, bearing assumed, along the east line thereof, 630 feet, more or less, to intersect the northerly shore of the Mississippi River; thence southwesterly, along said shore to intersect the west line of the East 75.00 feet of said Government Lot 3; thence North 01 degrees 45 minutes 58 seconds East, along said west line, 622 feet, more or less, to intersect the north line of Government Lot 3; thence North 86 degrees 30 minutes 55 seconds East, along said north line a distance of 75.32 feet to the point of beginning.

Subject to easements, restrictions and reservations of record.

EXHIBIT C Access Easement Map



0 115 230 460 690 920 Feet

Legend

-  Parcels
-  City Limits 2010
-  Mesaba_05Foot
-  Mesaba_10Foot

EXHIBIT D
Legal Description of Easement Area

That part of Government Lot 3, Section 19, Township 55 North, Range 25 West, Itasca County, Minnesota described as follows:

BEGINNING at the northwest corner of said Government Lot 3; thence North 86 degrees 48 minutes 06 seconds East, assigned bearing, along the north line of said Government Lot 3, a distance of 190.35 feet to the northeast corner of the West 190.00 feet of said Government Lot 3; thence South 00 degrees 17 minutes 11 seconds West, along the east line of said West 190.00 feet a distance of 505.94 feet; thence South 86 degrees 48 minutes 06 seconds West 190.35 feet to the west line of said Government Lot 3; thence North 00 degrees 17 minutes 11 seconds East, along said west line of Government Lot 3, a distance of 505.94 feet to the point of beginning.