RESOLUTION 14D-23

RESOLUTION AUTHORIZING A LAND SALE AGREEMENT WITH WISCONSIN CENTRAL LTD. IN THE AMOUNT OF $18,500 RELATED TO PROPERTY AT THE FORMER ATLAS CEMENT PLANT SITE

RESOLVED, by the Duluth Economic Development Authority ("DEDA") that DEDA does hereby make the following determinations and findings:

A. That the sale of property to Wisconsin Central Ltd. is in the best interests of the City of Duluth and its people and that the transaction furthers the general plan for economic development in the area.

B. That, after not less than ten (10) or more than twenty (20) days' published notice, the public hearing was held in City Council Chambers, Third Floor City Hall, Duluth, Minnesota at or shortly after 5:15 p.m. on May 28, 2014, regarding the proposed sale.

C. That the sale of the property described below to WCL conforms in all respects to the requirements of Minnesota Statutes 469.105.

2. That the proper DEDA officials are hereby authorized to execute the Land Sale Agreement, substantially in the form of the copy attached hereto, with WCL for the sale of that property in St. Louis County, Minnesota, legally described below for the sum of Eighteen Thousand Five Hundred $18,500, said sum to be payable into Fund 0860:

The South 140.00 feet of the of Southwest One-quarter of Southeast One-quarter (SW 1/4 of SE 1/4) of Section 34, Township 49 North, Range 15 West of the Fourth Principal Meridian affecting Certificate of Title No. 331000 as recorded in the Registrar of Titles Office, St. Louis County, Minnesota EXCEPT the East 400.00 feet thereof and further excepting that portion lying south of a line parallel with and 50 feet distant northerly of the centerline of the track of the Wisconsin Central Ltd. (f.k.a. Spirit Lake Transfer Railway Company) (the "Property").

3. That the proper DEDA officials are hereby further authorized to execute all documents necessary to effectuate the sale of the Property to WCL.

Approved by the Duluth Economic Development Authority this 28th day of May, 2014.

ATTEST:

APPROVED AS TO FORM

DEDA Attorney

APPROVED FOR PRESENTATION

Executive Director

_____

Executive Director

STATEMENT OF PURPOSE: The purpose of this resolution is to authorize the sale of certain property depicted on Exhibit B to the attached Land Sale Agreement ("Property"). WCL has requested DEDA's assistance in obtaining the Property for development of new and upgrade of its existing tracks as part of its Steelton Hill Project. This project represents a $30 million dollar investment in rail infrastructure within the city of Duluth and St. Louis County. The project will add approximately 4 ½ miles of new track in the existing railroad corridor between WCL's Steelton Yard located adjacent to Commonwealth Avenue in Gary-New Duluth and Interstate 35 near Nopeming in St. Louis County.

As part of the project, WCL will replace the existing single span low clearance bridge over Commonwealth Avenue with a new double span bridge compliant with MnDOT height clearances. The bridge's 13-foot 10-inch vertical clearance will be raised to 16 feet, 4 inches. The roadway alignment will not be changed. This will allow industrial truck traffic to access Beck's Road (and from there, I35) from planned industrial redevelopment at both Atlas Industrial Park and the former USX site. The current bridge height prevents such access. Also, WCL will replace the Mission Creek recreational trail bridge over the double-tracked railroad with a new structure which will allow for an improved bridge foundation and trail surface and safe crossing for recreational trail users.

Significant portions of the project, including earthwork and bridge construction, are expected to be bid locally giving Duluth and St. Louis County contractors and businesses the opportunity to secure construction work for the 2014 and 2015 seasons. The economic impact of the project will be felt beyond the project area as scores of workers will stay in local hotels, eat in local restaurants and patronize local businesses. The project is WCL's latest investment to improve the safety, fluidity and efficiency of its 424-mile rail network in Minnesota. WCL trains move billions of dollars worth of freight around northern Minnesota between Ranier and Proctor, as well as from the Iron Range to docks in Two Harbors and on the Duluth waterfront. This project will allow those goods to move more efficiently reducing rail congestion in Duluth, Northern Minnesota and Northern Wisconsin and improve rail service to Minnesota and Wisconsin businesses.

Since the property being conveyed is subject to certain commitments in DEDA's Development Agreement with Ikonics Corporation, a companion resolution, Resolution 14D-22, authorizing a third amendment to the development agreement, is also on DEDA's agenda for approval.

LAND SALE AGREEMENT
WISCONSIN CENTRAL LTD.

THIS AGREEMENT is entered into this ____ day of _____, 2014, by and between THE DULUTH ECONOMIC DEVELOPMENT AUTHORITY, an economic development authority under Minnesota Statutes Chapter 469, hereinafter referred to as "DEDA," and WISCONSIN CENTRAL LTD., a company created and existing under the laws of the State of Delaware, hereinafter referred to as "WCL."

WHEREAS, DEDA purchased the former Atlas Cement Plant site ("Atlas") for the purpose of light industrial redevelopment; and

WHEREAS, WCL desires to acquire certain DEDA-owned property at the Atlas site legally described below for the purpose of construction of new railroad tracks and the upgrade of existing tracks on said property as part of a larger project involving construction of new and upgrade of existing tracks in the railroad corridor between Steelton Yard located adjacent to Commonwealth Avenue in Gary-New Duluth and Interstate 35 near Nopeming in St. Louis County (the "Steelton Hill Project"); and

WHEREAS, DEDA desires to assist and cooperate with WCL in acquiring said property and finds that the conveyance of said property to WCL for the purpose set forth above is in the best interests of the City and its people and that the transaction furthers DEDA's general plan for development.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Earnest Money

Pursuant to DEDA's fee schedule, WCL has paid earnest money in the amount of $1,000.

2. Conveyance of Property

Subject to the terms and conditions of this Agreement, the proper DEDA officials are hereby authorized to convey the property legally described on Exhibit A and

depicted on Exhibit B by quit claim deed to WCL for the sum of Eighteen Thousand Five Hundred and 00/100ths Dollars ($18,500.00) to be deposited into Fund 860.

The price set forth above is anticipated to be sufficient to reimburse DEDA for its out-of-pocket costs of acquiring the Property and selling it to WCL. In the event that the out of pocket amount necessary to so reimburse DEDA increases over the amount set forth above, WCL agrees that said amount shall be increased to so.

The conveyance of title to the Property shall be subject to covenants, conditions, restrictions, declarations, easements and encumbrances of record, if any; the reservation of minerals and mineral rights by the State of Minnesota; unpaid real estate taxes and assessments; restrictions related to the use or improvement of the Property without effective forfeiture provision; and any law, ordinance, or governing regulations including but not limited to building and zoning ordinances restricting, regulating or prohibiting the occupancy, use, enjoyment, improvement or subdivision of the property.

The deed conveying the Property from DEDA to WCL shall also contain as a covenant running with the land the conditions of Minnesota Statutes, Sections 469.090 to 469.108, and shall provide that is said covenant is violated, DEDA may declare a breach of the covenant and seek a judicial decree from the District Court declaring a forfeiture and cancellation of the deed.

DEDA will not furnish an abstract. The Property is sold "AS-IS" with all faults. DEDA makes no representations or warranties, whether express or implied, of any kind whatsoever regarding the Property, including but not limited to warranties or representations as to the quality of title or the physical condition of the Property or its suitability for any particular purpose or use. DEDA assumes no obligation to perform any acts or to pay for any expenses incurred in connection with possible title deficiencies except to deliver a properly executed quit claim deed in recordable form. This provision shall survive delivery of the quitclaim deed. WCL shall be responsible for paying all closing costs including but not limited to title evidence, title insurance, title opinion, fees relating to subdivision of land, State deed tax, legal fees except those of DEDA's attorney, survey fees, and recording costs.

3. Buyer Reliance

WCL agrees that it is experienced in and knowledgeable about the development of real estate and has exclusively relied on its own consultants, advisors, counsel, employees, agents, principals and/or studies, investigations and/or inspections with respect to the Property, its condition, value and potential. The conveyance of the Property to WCL shall constitute WCL's acknowledgment that it has independently inspected and investigated the Property. WCL acknowledges that it is aware and

understands that the Property is part of an area that has known contamination and that the Property has been enrolled in the Minnesota Pollution Control Agency's Voluntary Investigation and Cleanup "VIC" Program. As part of the VIC Program, the environmental assessments listed on Exhibit C occurred on or in the vicinity of the Property. The documents set forth in Exhibit C are on file in the office of DEDA's Executive Director and available for review by WCL. Upon conveyance, WCL shall assume the risk that adverse matters, including but not limited to adverse physical and environmental conditions and the suitability or unsuitability of the Property for WCL's intended use, may not have been revealed by WCL's investigations.

4. Use of the Property

The intended use for the Property is the construction of new and the upgrade of existing railroad tracks on the Property as part of the Steelton Hill Project (interchangeably the "Intended Use" or the "Project").

5. One-Year Deadline

Within one year from the date of conveyance of the Property to WCL, WCL shall have devoted the Property to its Intended Use by beginning construction work on the Project which shall be evidenced by grading work having commenced on the Property. Within three years from the date of conveyance of the Property to WCL, WCL shall have completed construction of its Steelton Hill Project on the Property. If WCL fails to meet the one-year or three-year deadlines as stated above, DEDA may cancel the sale and title to the Property shall revert to DEDA. WCL shall not transfer title to the Property within one year of the date of purchase without consent of DEDA.

6. Recordation

Immediately upon its execution, WCL agrees to record this Land Sale Agreement in the office of the St. Louis County Recorder and to pay all costs associated therewith. Upon Recordation, WCL shall immediately submit to DEDA an executed original of the Land Sale Agreement showing the date and document numbers of record, or certified copies of the filed original. Additionally, immediately upon the execution by DEDA of the quit claim deed conveying the Property to WCL, WCL agrees to record the quit claim deed in the office of the St, Louis County Recorder and to pay all costs associated therewith, including but not limited to filing fees and state deed tax. Upon Recordation, WCL shall immediately submit to DEDA an executed original of the deed showing the date and document numbers of record, or a duly certified copy of the filed originals.

7. Environmental Indemnification

WCL hereby agrees that for itself, its successors and assigns, it will indemnify and save DEDA, the City and their officers, agents, servants and employees and any

person who controls DEDA or the City within the meaning of the Securities Act of 1933 harmless from and against all liabilities, losses, damages, costs, expenses, including attorney's fees and expenses, causes of action, suits, claims, demands and judgments arising out of any condition existing on the Property and the property legally described in Exhibit D and depicted on Exhibit E (the "Ikonics Property") (the Ikonics Property and the Property for purposes of this Paragraph 7 hereinafter jointly referred to as the "Indemnification Properties"), whether pre-existing or after created, which constitutes a violation of any federal, state or local environmental laws, rules or regulations with regard to pollutants or hazardous or dangerous substances or arising out of the presence on the Indemnification Properties of any element, compound, pollutant, contaminant or toxic or hazardous substance, material or waste, or any mixture thereof, which otherwise causes injury or death to person(s) or damage to property. WCL's indemnification shall include all the costs of clean up; remediation; costs incurred in proceedings before a court of law or an administrative agency including attorney's fees, expenses, and the fees and expenses of persons providing technical expertise addressing such problems, including expert witnesses; the cost of preparing and securing approval of Response Action Plans as may be necessary to meet the requirements of the aforesaid agencies and any other costs and expenses of any kind whatsoever arising out of conditions existing on the Indemnification Properties. Provided, however, that the indemnity provided by WCL to DEDA and the City pursuant to this paragraph is intended to run only to the benefit of DEDA and the City and is not intended to, nor shall it, inure to the benefit of any other third party. This provision shall run with the land.

8. Taxes and Assessments

WCL shall pay all real estate taxes and installments of special assessments assessed against the Property which may be owing at the time of conveyance and from and after the date of conveyance of the Property to WCL.

9. Fencing

As part of DEDA's development of the Atlas site, DEDA has caused the construction of new roads and utilities as shown on the attached Exhibit F. DEDA has informed WCL and WCL acknowledges that WCL is not permitted to access its property or the Property via the adjacent DEDA-owned property. In the event that DEDA produces evidence that WCL, its employees, agents or contractors are accessing WCL property or the Property via the adjacent DEDA-owned property, WCL agrees that it shall construct at its cost a 4 foot high chain link fence on the property line between the DEDA-owned property and the Property and that said fence shall also extend to the

southeast on the border of the remainder of the DEDA-owned property generally as shown on Exhibit F or as otherwise prescribed in writing by the Executive Director on the DEDA-owned property. DEDA shall own and maintain the fence.

10. WCL Default

In the event that WCL fails to perform or to comply with any of the terms, covenants and conditions of this Agreement, DEDA shall give written notice of such default, specifying the nature of the default and, as appropriate, the corrective measures required and allowing WCL reasonable time to cure, said cure period not to exceed sixty (60) days, or in the event that such default shall be incapable of cure with reasonable diligence during said 60 day period, shall have failed to commence to cure said default within 60 days of the date of said notice and to diligently pursue the same to completion. If the default is not corrected within such cure period, or is incapable of being cured, DEDA may, in addition to any other remedy set forth in this Agreement, at its option, exercise any one or more of the following rights and remedies. The remedies provided for under this Agreement shall be deemed to be cumulative and non-exclusive and the election of one remedy shall not be deemed to be a waiver of any other remedy with regard to any occasion of default hereunder. Further, the waiver by DEDA of any default on the part of WCL hereunder of the failure of DEDA to declare default on the part of WCL of any of its obligations pursuant to this Agreement shall not be deemed to be a waiver of any subsequent event of default on the part of WCL of the same or any other obligation of WCL hereunder and, to be effective, any waiver of any default by WCL hereunder shall be in writing by DEDA.

a. DEDA may seek and be entitled to monetary damages from WCL for any damages incurred by DEDA as a result of WCL's default.

b. DEDA may seek and be entitled to injunctive and declaratory relief as is necessary to prevent WCL's violation of the terms and conditions of this Agreement.

c. DEDA may seek such other legal or equitable relief as a court of competent jurisdiction may be determined as available to DEDA.

11. DEDA Default

In the event that DEDA fails to perform or to comply with any of the terms, covenants and conditions of this Agreement, WCL shall give written notice of such default, specifying the nature of the default and, as appropriate, the corrective measures required and allowing DEDA reasonable time to cure, said cure period not to exceed sixty (60) days, or in the event that such default shall be incapable of cure with reasonable diligence during said 60 day period, shall have failed to commence to cure

said default within 60 days of the date of said notice and to diligently pursue the same to completion. If the default is not corrected within such cure period, or is incapable of being cured, WCL may seek specific performance.

12. Assignment

WCL shall not assign any right or interest in this Agreement and shall not transfer any interests in the same without the prior written consent of the Executive Director.

13. No Third Party Rights

This Agreement is to be construed and understood solely as an Agreement between WCL and the DEDA and, except as provided for in Paragraph 7 with respect to the City, shall not be deemed to create any rights in any other person. No person shall have the right to make claim that she or he is a third party beneficiary of this Agreement or of any of the terms and conditions hereof, which, as between DEDA and WCL, may be waived at any time by mutual agreement between DEDA and WCL.

14. Stormwater Drainage

WCL hereby agrees to preserve, either by way of trenching, culverting or some other equally effective method as approved by DEDA's Executive Director, the prevailing drainage way for stormwater from adjacent DEDA-owned property through the Property onto WCL property. Specifically, the drainage way from the stormwater pond on the adjacent IKONICS Corporation property passes southeast through DEDA property, through the Property and onto WCL property. Upon and during construction of the Project, WCL shall ensure that stormwater maintains its current prevailing drainage way as close in physical proximity on the Property as practicable as the stormwater travels onto WCL property. WCL shall ensure that the Project shall not exacerbate the current stormwater conditions on the DEDA-owned property adjacent to the Property and WCL's Property.

15. Notices

Any notice, demand or other communication under this agreement by either party to the other shall be deemed to be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, to:

In the Case of DEDA:

Duluth Economic Development Authority
402 City Hall
Duluth, Minnesota 55802
Attn: Executive Director

In the Case of WCL:

Wisconsin Central Ltd.
Michael Matteucci
Counsel – Regulatory
17641 South Ashland Avenue
Homewood, Illinois 60430
mike.matteucci@cn.ca

16. Independent Contractor

It is agreed that nothing herein contained is intended or shall be construed in any manner as creating or establishing a relationship of co-partners between the parties hereto or of constituting WCL as an agent, representative or employee of DEDA for any purpose or in any manner whatsoever.

17. Authorization to Execute Agreement

WCL represents to DEDA that the execution of this Agreement has been duly and fully authorized by its governing body or board, that the officers of WCL who executed this Agreement on its behalf are fully authorized to do so, and that this Agreement when thus executed by said officers on its behalf will constitute and be the binding obligation and agreement of WCL in accordance with the terms and conditions thereof.

18. Real Estate Brokers

DEDA and WCL each represent and warrant to the other that this Agreement is made and entered into as a result of direct negotiations between parties without the aid or assistance of any broker or other agent and each of the parties hereby represent and warrants to the other that they have entered into no agreement or made any undertaking of any kind whatsoever as a result of which any claim could properly be brought against the other for any commission, finder's fee or other form of compensation of a similar character as a result of this transaction.

19. Minnesota Data Practices Act

All data collected, created, received, maintained or disseminated for any purpose because of this Agreement is governed by the Minnesota Data Practices Act.

20. Time Of The Essence

The parties hereto acknowledge that time is of the essence for each time and date specifically set forth in this Agreement. If the closing has not been completed by August 31, 2014, then all terms of this Agreement shall become null and void.

21. Binding Effect

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, devisees, personal representatives, successors, and assigns.

22. Choice of Law and Venue

This Agreement shall be construed and interpreted under the laws of the State of Minnesota. The Grantor and Grantee agree that the proper venue with respect to any litigation in connection with this Agreement shall be in St. Louis County, Minnesota.

23. Severability

In the event any provision herein shall be deemed invalid or unenforceable, the remaining provisions shall continue in full force and effect and shall be binding upon the parties to this Agreement.

24. Entire Agreement

It is understood and agreed that the entire agreement of the parties, including Exhibits A, B, C, D, E and F is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. Any amendment to this Agreement shall be in writing and shall be executed by the same parties who executed the original agreement or their successors in office.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and date first above shown.

DULUTH ECONOMIC DEVELOPMENT AUTHORITY

By _____
Its President

By _____
Its Secretary

WISCONSIN CENTRAL LTD.

By _____
Its _____

STATE OF MINNESOTA)
)ss.
COUNTY OF ST. LOUIS)

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by Nancy Aronson Norr and Emily Larson, the President and Secretary respectively, of the Duluth Economic Development Authority, an economic development authority under Minnesota Statutes Chapter 469, on behalf of the authority.

_____
Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF ST. LOUIS)

The foregoing instrument was acknowledged before me this _____ day of 2014, by _____, the _____ of Wisconsin Central Ltd., a corporation created and existing under the laws of the State of Delaware, on behalf of the company.

_____
Notary Public

This Instrument Drafted By:
Joan M. Christensen
Assistant City Attorney
410 City Hall
Duluth, Minnesota 55802

EXHIBIT A

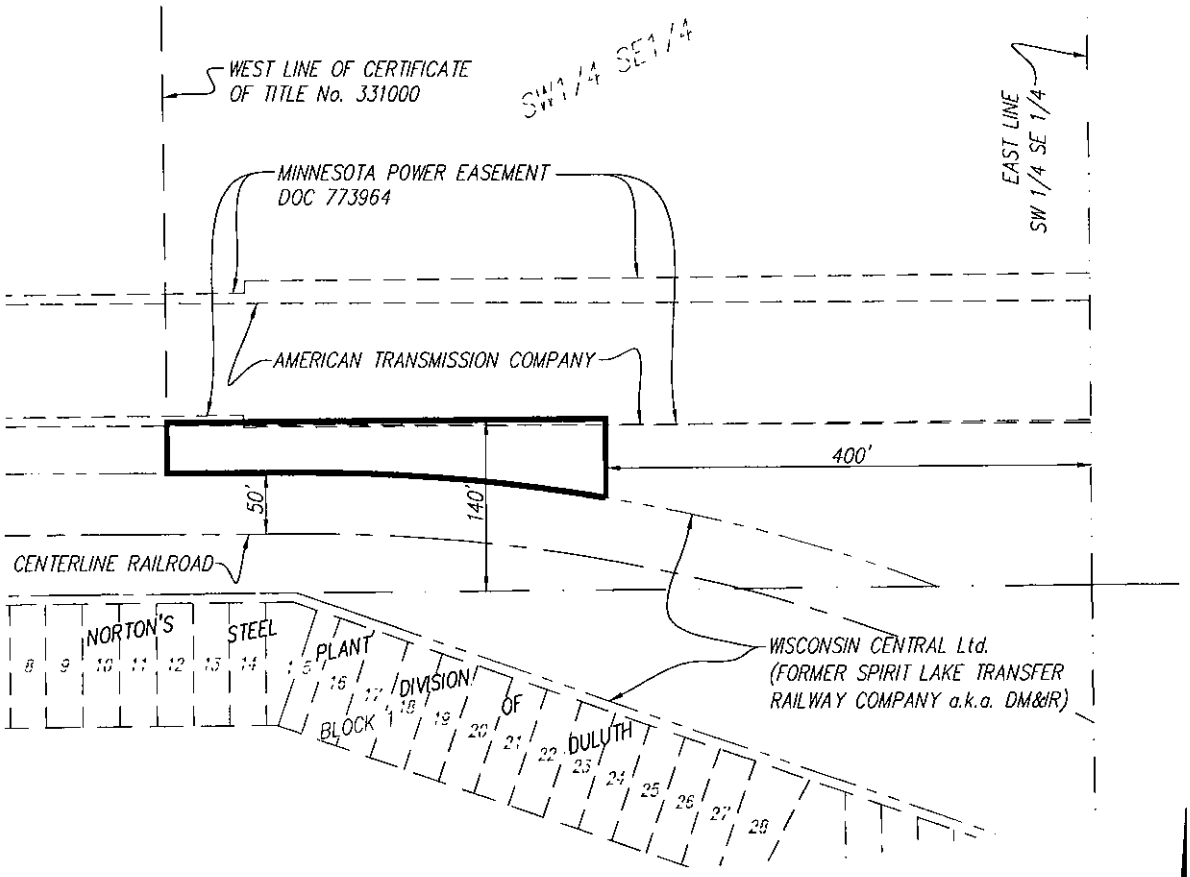
That property in St. Louis County, Minnesota, legally described as follows:

The South 140.00 feet of the of Southwest One-quarter of Southeast One-quarter (SW 1/4 of SE 1/4) of Section 34, Township 49 North, Range 15 West of the Fourth Principal Meridian affecting Certificate of Title No. 331000 as recorded in the Registrar of Titles Office, St. Louis County, Minnesota EXCEPT the East 400.00 feet thereof and further excepting that portion lying south of a line parallel with and 50 feet distant northerly of the centerline of the track of the Wisconsin Central Ltd. (f.k.a. Spirit Lake Transfer Railway Company).

EXHIBIT B

DULUTH ECONOMIC DEVELOPMENT AUTHORITY

Being part of the SW1/4 of the SE1/4 of Section 34, T.49N., R.15W. 4th P.M.
PID: 010-2746-01310



LEGAL DESCRIPTION:

The South 140.00 feet of the of Southwest One-quarter of Southeast One-quarter (SW 1/4 of SE 1/4) of Section 34, Township 49 North, Range 15 West of the Fourth Principal Meridian affecting Certificate of Title No. 331000 as recorded in the Registrar of Titles Office, St. Louis County, Minnesota EXCEPT the East 400.00 feet thereof and further excepting that portion lying south of a line parallel with and 50 feet distant northerly of the centerline of the track of the Wisconsin Central Ltd. (f.k.a. Spirit Lake Transfer Railway Company).

SUBJECT to easements, restrictions or reservations of record, if any.

Containing 17,070 Sq. Feet or 0.392 Acres, more or less.

0 75 150

(SCALE IN FEET)

Basis of Bearing is Grid North, St. Louis County Transverse Mercator 96 Coordinate System.

DATE REVISED: 5/22/14 Updated Cert. No.
DATE REVISED: 4/1/14
DATE REVISED 3/21/14
DATE REVISED: 3/12/14
DATE PREPARED: 3/3/14
PROJ NO: 140017
FILE: 140017vSurv.
SHEET 1 of 1 SHEETS

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Print Name: Paul A. Vogel License # 44075

Signature: Date: 5/22/2014

LHB
PERFORMANCE DRIVEN DESIGN.
LHBcorp.com
21 W. Superior St., Ste. 500 | Duluth, MN 55802 | 218.727.8446

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FILE: ..\140017\600 Drawings\Survey\140017vSurv.dwg

EXHIBIT C

Atlas Industrial Park Environmental Reference List

Barr Engineering Company (Barr), 2009. "Response Action Implementation Report, IKONICS Expansion Site: Southwest 11-acre Sup-Parcel of the former Universal Atlas Cement Plant, Duluth, Minnesota". February, 2009.

Barr, 2010. "Voluntary Response Action Plan, Atlas Industrial Park Site: Infrastructure and Southeast Lot Development, Duluth, Minnesota". September, 2010.

Barr, 2011a. "Addendum to Voluntary Response Action Plan, Atlas Industrial Park Site: Infrastructure and Southeast Lot Development, Duluth, MN". October 10, 2011

Barr, 2011b. "Supplemental Phase II Sampling and Analysis Plan ". July, 2011

Barr, 2011c. "Project Health and Safety Plan". July, 2011

Barr, 2012a. "Environmental Remediation Technical Specifications: Atlas Industrial Park Improvements, Duluth, MN" May, 2012.

Barr, 2012b. "VRAP Addendum 2, Atlas Industrial Park Site: Infrastructure and Southeast Lot Development, Duluth, MN- Revised". July 9, 2012.

Barr, 2012c. "VRAP Addendum 3, Atlas Industrial Park Site: Infrastructure and Southeast Lot Development, Duluth, MN". August 24, 2012.

Barr, 2013a, "2013 Response Action Implementation Report, Atlas Industrial Park Site: Infrastructure and Southeast Lot Development, Duluth, MN". May 03, 2013.

Barr, 2013b. "VRAP Addendum 5, Atlas Industrial Park Site: Infrastructure and Southeast Lot Development, Duluth, MN". June 19, 2013.

Barr, 2013c, "2013 Supplemental Response Action Implementation, Atlas Industrial Park Site: Infrastructure and Southeast Lot Development, Duluth, MN". December 13, 2013.

Environmental Troubleshooters (ETS), 2007. "Phase I Environmental Site Assessment. Southwest 15-Acre Sub-Parcel of the Former Universal Atlas Cement Plant, Duluth, MN". 2007.

ETS, 2008a. "Remedial Investigation/ Development Response Action Plan (DRAP)". February, 2008.

ETS, 2008b." DRAP Addendum Number 1". March 28, 2008.

Minnesota Pollution Control Agency (MPCA), 2010. "RAP Approval Letter", Letter from David

Knight, MPCA, October 28, 2010.

MPCA, 2011a. "MPCA Project Number VP3003 No Further Action Determination Letter", Letter from David Knight, MPCA, March 3, 2011.

MPCA, 2011b. "VRAP Addendum Approval Letter", Letter from David Knight, MPCA, October 28, 2011.

MPCA, 2012a. "VRAP Addendum 2-Revised", Letter from David Knight, MPCA, August 7, 2012.

MPCA, 2012b. "VRAP Addendum 3 Approval", Letter from David Knight, MPCA, September 20,
2012.

MPCA, 2013a. "VRAP Addendum 5 Approval", Letter from David Knight, MPCA, July 12, 2013.

RREM, 1992. "Phase I and II Environmental Investigations". 1992.

URS/BRW, 2001. Former Atlas Cement Plant Phase II Investigation and Response Action Plan Prepared for US Steel by URS/BRW, April 20, 2001.

Weston Solutions, 2010a. "Phase II Environmental Site Assessment Report for the Former Universal Atlas Cement Site, Duluth, St. Louis County, Minnesota." June 2010.

Weston Solutions, 2010b. "Supplemental Phase II Investigation Summary Letter." August 2010.

EXHIBIT D

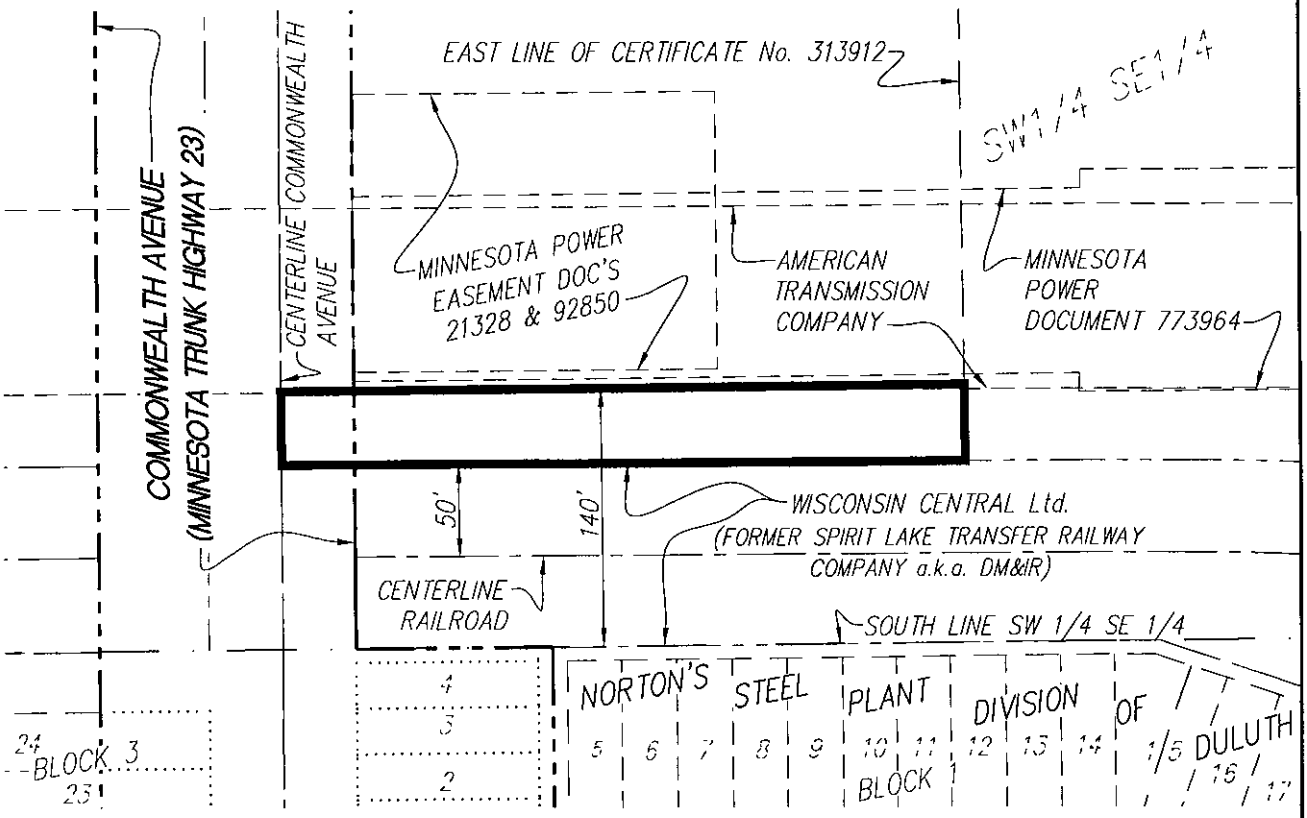
That property in St. Louis County, Minnesota, legally described as follows:

The South 140.00 feet of the of Southwest One-quarter of Southeast One-quarter (SW 1/4 of SE 1/4) of Section 34, Township 49 North, Range 15 West affecting Certificate of Title No. 313912 as recorded in the Registrar of Titles Office, St. Louis County, Minnesota. Subject to the Right of Way of Commonwealth Avenue (a.k.a. Minnesota Trunk Highway No. 23).

EXHIBIT E

IKONICS CORPORATION

Being part of the SW1/4 of the SE1/4 of Section 34, T.49N., R.15W. 4th P.M.
PID: 010-2746-01311



LEGAL DESCRIPTION:

The South 140.00 feet of the of Southwest One-quarter of Southeast One-quarter (SW 1/4 of SE 1/4) of Section 34, Township 49 North, Range 15 West affecting Certificate of Title No. 313912 as recorded in the Registrar of Titles Office, St. Louis County, Minnesota. Subject to the Right of Way of Commonwealth Avenue (a.k.a. Minnesota Trunk Highway No. 23).

SUBJECT to easements, restrictions or reservations of record, if any.

Containing 15,210 Sq. Feet or 0.349 Acres, more or less.

0 50 100

(SCALE IN FEET)

Basis of Bearing is Grid North, St. Louis County Transverse Mercator 96 Coordinate System.

DATE REVISED: 5/22/14 Updated Cert. No.

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Print Name: Paul A. Vogel License # 44075

Signature: Date: 5/22/14

DATE REVISED: 3/12/14
DATE PREPARED: 3/03/14
PROJ NO: 140017
FILE: 140017vSurv.
SHEET 1 of 1 SHEETS

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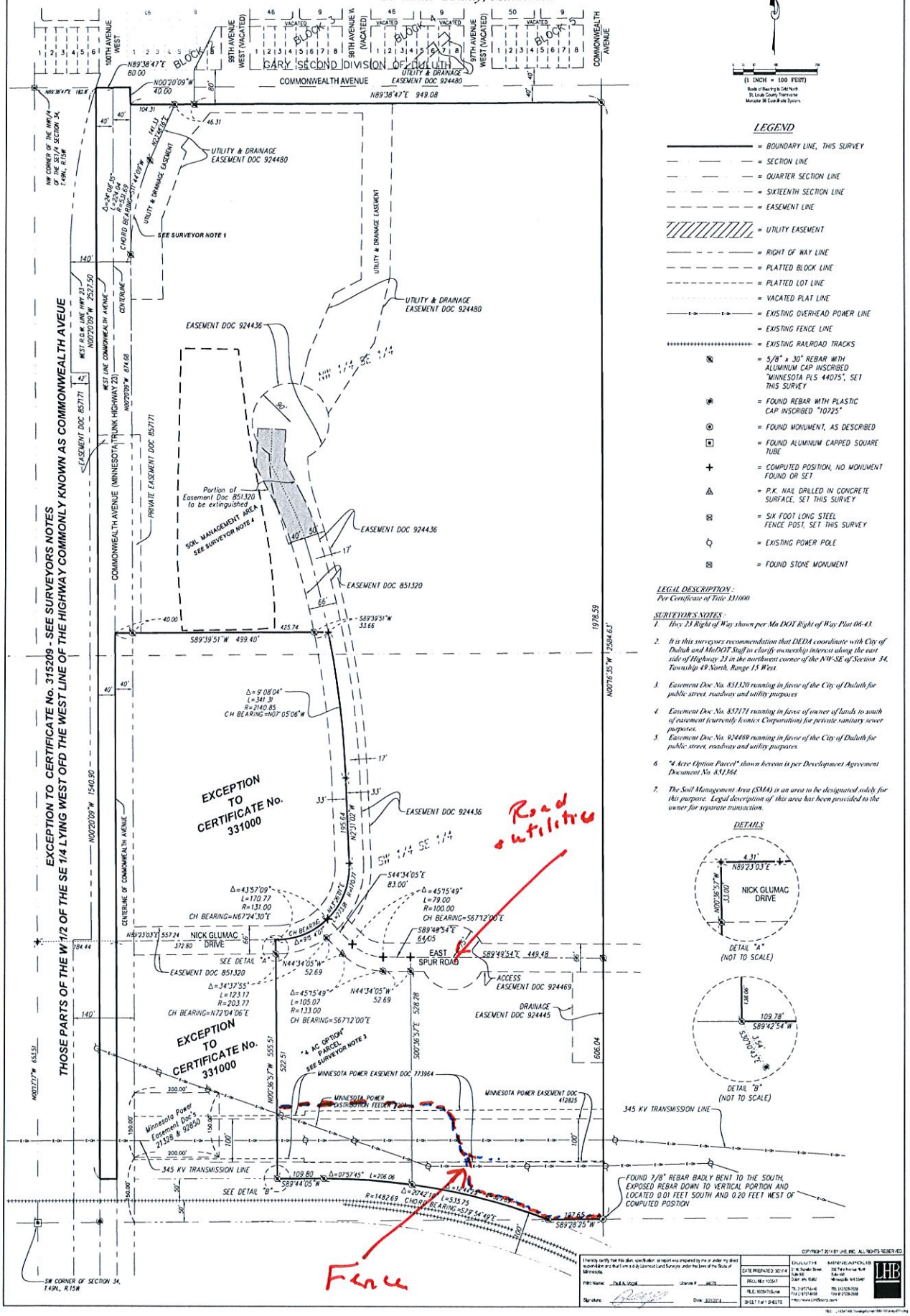
FILE: ..\140017\600 Drawings\Survey\140017vSurv.dwg

Certificate of Survey F

former Atlas Cement Plant Site

part of the SE 1/4
Section 34, T49N, R15W of the 4th P.M.
St. Louis County, Minnesota



(1 INCH = 100 FEET)
Basis of Bearing is Grid North St. Louis County Transverse Mercator 96 Coordinate System

LEGEND

- = BOUNDARY LINE, THIS SURVEY
- = SECTION LINE
- = QUARTER SECTION LINE
- = SIXTEENTH SECTION LINE
- = EASEMENT LINE
- = UTILITY EASEMENT
- = RIGHT OF WAY LINE
- = PLATTED BLOCK LINE
- = PLATTED LOT LINE
- = VACATED PLAT LINE
- = EXISTING OVERHEAD POWER LINE
- = EXISTING FENCE LINE
- = EXISTING RAILROAD TRACKS
- = 5/8" x 30" REBAR WITH ALUMINUM CAP INSCRIBED "MINNESOTA PLS 44075", SET THIS SURVEY
- = FOUND REBAR WITH PLASTIC CAP INSCRIBED "10725"
- = FOUND MONUMENT, AS DESCRIBED
- = FOUND ALUMINUM CAPPED SQUARE TUBE
- = COMPUTED POSITION, NO MONUMENT FOUND OR SET
- = P.K. NAIL DRILLED IN CONCRETE SURFACE, SET THIS SURVEY
- = SIX FOOT LONG STEEL FENCE POST, SET THIS SURVEY
- = EXISTING POWER POLE
- = FOUND STONE MONUMENT

EXCEPTION TO CERTIFICATE No. 315209 - SEE SURVEYORS NOTES
THOSE PARTS OF THE W 1/2 OF THE SE 1/4 LYING WEST OFD THE WEST LINE OF THE HIGHWAY COMMONLY KNOWN AS COMMONWEALTH AVEUE

LEGAL DESCRIPTION:
Per Certificate of Title 331000

SURVEYOR'S NOTES:

1. *Hwy 23 Right of Way shown per Mn DOT Right of Way Plat 06-43.*
2. *It is this surveyors recommendation that DEDA coordinate with City of Duluth and MnDOT Staff to clarify ownership interest along the east side of Highway 23 in the northwest corner of the NW-SE of Section 34, Township 49 North, Range 15 West.*
3. *Easement Doc No. 851320 running in favor of the City of Duluth for public street, roadway and utility purposes.*
4. *Easement Doc No. 857171 running in favor of owner of lands to south of easement (currently Ironics Corporation) for private sanitary sewer purposes.*
5. *Easement Doc No. 924469 running in favor of the City of Duluth for public street, roadway and utility purposes.*
6. *"4 Acre Option Parcel" shown hereon is per Development Agreement Document No. 851364.*
7. *The Soil Management Area (SMA) is an area to be designated solely for this purpose. Legal description of this area has been provided to the owner for separate transaction.*

DETAILS

DETAIL "A" (NOT TO SCALE)

DETAIL "B" (NOT TO SCALE)

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I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Print Name: Paul A. Vogel License #: 44075
Signature: Date: 3/31/2014

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DATE PREPARED: 3/31/14
PROJECT: 102547
FILE: 102547SURV
SHEET 1 of 1 SHEETS

LHB