

## GRANT OF EASEMENT

Property ID: 91-033-1309 (Parcel No. 1)  
91-033-1306 (Parcel No. 2)  
91-033-1301 (Parcel No. 4)

THIS GRANT OF EASEMENT (the “**Agreement**”) is made as of \_\_\_\_\_, 2021 (the “**Effective Date**”), by and between (i) as to the Parcel 1 Property (as defined herein), the City of Grand Rapids, a Minnesota municipal corporation (“**Parcel 1 Owner**”), (ii) as to the Parcel 2 Property (as defined herein), the City of Grand Rapids, a Minnesota municipal corporation, and County of Itasca, Minnesota, as equal tenants in common (collectively, “**Parcel 2 Owner**”), (iii) as to the Parcel 4 Property (as defined herein), the Grand Rapids – Itasca County Airport Commission (“**Parcel 4 Owner**”), and (iv) as grantee under that certain Existing Easement Property (as defined herein), the City of Grand Rapids, a Minnesota municipal corporation (“**Easement Parcel Grantor**”) (Parcel 1 Owner, Parcel 2 Owner, Parcel 4 Owner, and Easement Parcel Grantor, individually and collectively referred to as “**Grantor**”) and Minnesota Power, a division of ALLETE, Inc., a Minnesota corporation (“**Grantee**”), with reference to the facts set forth below.

### RECITALS:

A. Parcel 1 Owner is the fee simple owner of that certain real property located in the County of Itasca, Minnesota, more particularly described on **Exhibit A-1** attached hereto and incorporated herein (the “**Parcel 1 Property**”). Parcel 2 Owner is the fee simple owner of that certain real property located in the County of Itasca, Minnesota, more particularly described on **Exhibit A-2** attached hereto and incorporated herein (the “**Parcel 2 Property**”). Parcel 4 Owner is the fee simple owner of that certain real property located in the County of Itasca, Minnesota, more particularly described on **Exhibit A-3** attached hereto and incorporated herein (the “**Parcel 4 Property**”). Easement Parcel Grantor is the grantee under that certain Permanent Easement and Temporary Easement dated January 29, 2009 and recorded July 31, 2009, by and between Armas Yuhala and Karen Yuhala, husband and wife, as grantor thereunder, and the Easement Parcel Grantor, as grantee thereunder, as more particularly described in **Exhibit A-4** attached hereto and incorporated herein (the “**Existing Easement Property**”). (Parcel 1 Property, Parcel 2 Property, Parcel 4 Property, and Existing Easement, individually and collectively referred to as “**Grantor**”

**Property**”). Notwithstanding that Grantor and Grantee acknowledge and agree that the Existing Easement Property is considered a “utility easement” as defined in Section 238.35 of the Minnesota Statutes and any similar successor statute allowing Grantee to utilize existing easements deeded to the public or any political subdivision for general or utility purposes, Easement Parcel Grantor joins in this Agreement in the event such statute (or any similar successor statute) is repealed, withdrawn or no longer of any force or effect.

B. Grantor and Grantee acknowledge and agree that Parcel 1 Property, Parcel 2 Property and Parcel 4 Property (the “**Easement Fee Parcels**”) are subject to that certain Option to Lease, Lease and Solar Easement dated February 23, 2021 (as may be amended, modified, renewed, restated and supplemented, the “**Lease**”), by and between (i) Parcel 1 Owner, Parcel 2 Owner and Parcel 4 Owner, as lessors of the Easement Fee Parcels and (ii) the Grand Rapids/Itasca County Joint Airport Commission, as lessor as to a separate fee parcel not subject to this Agreement (collectively with (i) hereof, and as amended and/or assigned, “**Lessor**”), and USS Itasca Clean Energy LLC, as lessee thereunder (“**Lessee**”), as evidenced by that certain Memorandum of Lease and Solar Easement entered into by and between Lessor and Lessee, dated as of even date therewith, and recorded on March 31, 2021 in the Office of the County Recorder of Itasca, Minnesota, as Document Number A000750583 (as may be amended, modified, renewed, restated and supplemented from time to time). Pursuant to the Lease, Lessee is granted certain rights and easements in, on, over, under and across the Easement Fee Parcels. By execution hereof, Lessee hereby consents to the grant of the easement set forth in this Agreement; provided that such grant shall at all times be subject and subordinate to Lessee’s rights, easements and all other interest in and to the Easement Fee Parcels as granted under the Lease.

C. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee desire to enter into this Agreement, as more particularly described below.

**WITNESSETH:**

1. Grantor, for a valuable consideration, paid by Grantee, receipt of which is hereby acknowledged, hereby grants, bargains, sells and conveys unto said Grantee, the following non-exclusive easements during the Term (as defined in Section 2), as follows:

a. Grantee shall have a non-exclusive easement and right of way for purposes of vehicular and pedestrian access, ingress and egress in, under, on, over and across that certain area of land described on **Exhibit B-1** and depicted on **Exhibit B-2**, each attached hereto and by this reference made a part hereof (the “**Access Easement Area**”). The easement and right of way granted herein shall include, without limitation, the construction, maintenance, inspection, operation, use, repair, reconstruction, replacement, alteration, improvement and/or removal (as determined in Grantee’s sole discretion) of a road and/or driveway on, over and across the Access Easement Area.

b. Grantee shall have a non-exclusive easement and right of way for purposes

related to Grantee's Facilities (as defined and more particularly set forth herein), in, under, on, over and across that certain area of land described on **Exhibit C-1** and depicted on **Exhibit C-2**, each attached hereto and by this reference made a part hereof (the "**Distribution Easement Area**" and collectively with the Access Easement Area, the "**Easement Area**").

c. Grantee shall have a non-exclusive easement and right of way across the Grantor Property and any other real property owned by Grantor in the vicinity as reasonably necessary for access, ingress and egress at any time and from time to time by Grantee to exercise Grantee's rights under this Agreement.

d. In the course of construction, installation, maintenance, repair, replacement, reconstruction, alteration, improvement, upgrade and removal of Grantee's Facilities (as defined herein), Grantee may, temporarily, (i) excavate as reasonably necessary from the Access Easement Area and adjacent to the Easement Area and (ii) utilize areas in the Access Easement Area, as well as adjacent to the Easement Area, as reasonably necessary for staging and laydown purposes; in each case so long as such excavation and utilization is limited to the least disturbance of such areas as can reasonably be achieved.

e. The easements and rights of way described in this Section 1 are sometimes collectively referred to in this Agreement as the "**Easements**". Each of the Easement is and shall remain subject to the limitations set forth in Section 30.

2. Unless Grantor and Grantee otherwise mutually extend this Agreement, the term of this Agreement (the "**Term**") shall commence upon the Effective Date and shall terminate in the event that the solar Facility (as defined in and contemplated under the Lease) (i) is removed and is not replaced with a similar or other solar Facility or (ii) becomes permanently inoperable for Solar Energy Purposes (as defined in the Lease) and is not repaired or replaced such that it becomes operable for Solar Energy Purposes or such that a similar or other solar Facility becomes operable for Solar Energy Purposes. Grantor shall provide Grantee with thirty (30) days' prior written notice of the date of such expiration or earlier termination of the Lease. Grantee shall remove Grantee's Facilities (as defined below) within twelve (12) months following expiration of the Term. During such twelve (12) month period, Grantor shall provide Grantee with reasonable access to Grantee's Facilities to perform such removal obligations.

3. Grantee shall, subject to the limitations set forth in Section 30, have the right to construct, operate, use, maintain, inspect, repair, renew, replace, reconstruct, alter, improve, upgrade, and remove Grantee's Facilities (as defined herein) located within the Distribution Easement Area, at any time and from time to time in Grantee's sole discretion, to the fullest extent provided in this Agreement. For the avoidance of doubt, Grantee shall also have the right to enlarge, add to, and relocate Grantee's Facilities within the Distribution Easement Area. Additionally, Grantee may, in its sole discretion, take such actions as necessary, convenient or desired for the construction, operation, regulation, control, grounding and maintenance of Grantee's Facilities, for the purpose of transmitting, distributing, regulating and controlling electric energy to be used for light, heat, power, communication, or other purposes. "**Grantee's Facilities**" shall collectively mean and include electric lines, consisting of one or more lines or towers, poles and other structures, wires, cables, including ground wires and communication circuits and/or cables, both overhead and underground, with necessary and convenient

foundations, footings, conduits, pullboxes, circuit breakers, metering and associated equipment and installations, guy wires and anchors, insulators and crossarms placed on said structures and facilities, and buildings, structures and similar improvements in connection with the aforementioned facilities, and other fixtures, appliances and appurtenances connected therewith. For the avoidance of doubt, "Grantee's Facilities" shall at all times be and remain the property of Grantee (or Grantee's successors or assigns, if and to the extent applicable).

4. Grantor shall, subject to the limitations set forth in Section 30, have the obligation, and Grantee shall, subject to the limitations set forth in Section 30, have the right, to clear and to keep clear the Easement Area free from explosives, buildings, structures, equipment, trees, vines, brush, combustible materials and any and all other obstructions of any kind (including, without limiting the generality of the foregoing, appurtenances, fences, and the parking of automobiles, trucks or other mechanical equipment), for the following reasons: (i) as may be required by the orders of an applicable governmental body having jurisdiction thereof, (ii) as may be necessary for the economical construction, maintenance or operation of Grantee's Facilities, (iii) for protection from fire and other hazards, (iv) for protection from interference with ingress and egress and with the unobstructed use of said easements and rights of way and every part thereof, and (v) for any and all purposes herein mentioned. In addition to the right of Grantee to remove trees from said Easement Area, Grantee shall, subject to the limitations set forth in Section 30, also have the right to trim or top and to keep trimmed or topped any and all trees on the lands of Grantor within said Easement Area, and any and all trees on the lands of the Grantor adjacent to said Easement Area for a distance of 75 feet from the exterior lines of said Easement Area, to such heights as in the reasonable judgment of Grantee, its successors or assigns, shall be reasonably necessary for the proper construction, operation and maintenance of Grantee's Facilities.

5. Without limiting the generality of the Easements granted herein, Grantee shall, subject to the limitations set forth in Section 30, have the right from time to time in its reasonable discretion to relocate the Easement Area to a different location on the Grantor Property; provided, however, that any such relocation shall be subject to Grantor's prior written approval; provided, further, that such approval shall not be unreasonably withheld, conditioned or delayed if such relocation would not materially interfere with Grantor's or Lessee's use and enjoyment of the Grantor Property or otherwise materially adversely affect the Grantor Property.

6. Notwithstanding that the Easements are non-exclusive as aforesaid, no person or entity (including, without limitation, Grantor or its agents, contractors or invitees) with any right, title or interest in or to all or any portion of the Easement Area (other than the Lessee, its successors or permitted assigns) shall use all or any portion of the Easement Area in a manner that unreasonably or adversely interferes with Grantee's use and enjoyment of the Easements or any other rights granted under this instrument.

7. Grantee shall, subject to the limitations set forth in Section 30, have the right to assign or otherwise transfer all or any portion of Grantee's rights and/or interest in the Easements and this Agreement (including, without limitation, the right to apportion or divide in whatever manner Grantee reasonably deems necessary), whether by assignment, lease, sublease, subeasement, license, or any other means or manner whatsoever.

8. Grantor, or Grantor's successor or assigns, shall not deposit or permit or allow to be deposited, earth, rubbish, debris or any other substance or material, whether combustible or noncombustible, on the Easement Area, or so near thereto as to constitute, in the reasonable opinion of Grantee, its successors or permitted assigns, a menace or danger to said electric lines and communication circuits or which may in the reasonable opinion of Grantee, interfere with Grantee's ready access to said electric lines and communication circuits.

9. Grantee shall not take, authorize or direct any actions that would cause or allow, or could reasonably be expected to cause or allow, the Easement Area to be in violation of any applicable federal, state, or local laws, ordinances or regulations relating to industrial hygiene or to the environmental conditions on, under, about, or affecting the Easement Area. Grantee shall not generate, manufacture, store, or dispose of on, under or about the Easement Area or transport to or from the Easement Area any flammable explosives, radioactive materials, hazardous wastes, toxic substances, or related materials, including without limitation any substances defined as or included in the definition of hazardous substances, hazardous wastes, hazardous materials, or toxic substances under any applicable federal or state laws or regulations (collectively referred to hereinafter as "**Hazardous Materials**"); provided, however, "Hazardous Materials" shall not include the incidental use of substances or materials to the extent used (and in quantities) in each case in compliance with applicable law. Grantee shall promptly notify Grantor of the detection by Grantee or one of its employees, agents, contractors, vendors, or any other persons given access to the Easement Area by Grantee, of the presence in, or release to, the environment of any Hazardous Material, including but not limited to any release that must be reported pursuant to 40 C.F.R. Part 302 or 40 C.F.R. Part 355, or any applicable state law, relating to, arising out of or in connection with Grantee's possession, occupation and use of the Easement Area.

10. Indemnities.

a. Grantee covenants and agrees to defend, protect, indemnify and hold harmless Grantor, and its officers, directors, employees and agents ("**Grantor Indemnitees**"), from and against any and all claims, including any action or proceedings brought thereon, and all demands, suits, causes of action, judgments, costs, losses, demands, fees, fines, damages, expenses, obligations and liabilities (including reasonable attorneys' fees actually incurred and cost of suit, litigation, arbitration and settlement) of any kind or nature whatsoever (collectively, "**Claims**"), arising from or as a result of or in any way related to, directly or indirectly, (i) Grantee's exercise of any of the rights and privileges herein granted to Grantee, including damages relating to: (a) injury or death of any person (including without limitation, the employees of Grantor Indemnitees), and (b) damage to, or loss or destruction of any property, (ii) any material breach by Grantee of this Agreement, (iii) the use of the Easements and the Easement Area by Grantee, its agents and employees and (iv) the acts or omissions of Grantee, its agents and employees on or with respect to the Easement Area or the Grantor Property; provided, however, notwithstanding anything to the contrary, in no event shall Grantee have any liability to Grantor for (i) the negligence or willful misconduct of Grantor, or its employees, agents, contractors, vendors, or any other persons given access to the Grantor Property by Grantor, (ii) pre-existing conditions affecting the Property, or (iii) Grantee's mere discovery of any information potentially having a negative impact on Grantor or the Grantor Property (including

any Claims arising out of, resulting from or incurred in connection with the discovery of any Hazardous Materials on or about the Grantor Property.

b. Lessee and Grantee each (for purposes of this Subsection 10.b, the “**First Party**”) covenants and agrees to defend, protect, indemnify and hold harmless the other party and its respective officers, directors, employees and agents (with respect to such party, “**Indemnitees**”), from and against any and all Claims arising from or as a result of or in any way related to, directly or indirectly, (i) the First Party’s exercise of any of the rights and privileges granted to it under the Lease or this Agreement (as the case may be), including damages relating to: (a) injury or death of any person (including without limitation, the employees of Indemnitees), and (b) damage to, or loss or destruction of any property, (ii) any material breach by the First Party of this Agreement, (iii) the use of the Easements and the Easement Area by the First Party, its agents and employees and (iv) the acts or omissions of the First Party, its agents and employees on or with respect to the Easement Area or the Grantor Property; provided, however, notwithstanding anything to the contrary, in no event shall the First Party have any liability to any Indemnitee for (i) the negligence or willful misconduct of such Indemnitee, or its employees, agents, contractors, vendors, or any other persons given access to the Grantor Property by such Indemnitee, (ii) pre-existing conditions affecting the Grantor Property, or (iii) the First Party’s mere discovery of any information potentially having a negative impact on the other party or the Grantor Property (including any Claims arising out of, resulting from or incurred in connection with the discovery of any Hazardous Materials on or about the Grantor Property.

c.

11. Grantee covenants and agrees to keep or cause to be kept the Grantor Property, the Easement Area, and the improvements thereon, free and clear of and from any and all mechanics’, materialmen’s and other similar liens arising out of or in connection with the operations of Grantee (or any person claiming under Grantee) thereon or other activities of Grantee, or any other person claiming under Grantee, and to pay when due (or cause to be bonded) and discharged or bonded over of record any and all lawful claims upon which any such lien may or could be based, and to save and hold Grantor, and the improvements thereon, free and harmless of and from any and all such liens and any and all claims of such liens and suits or other proceedings pertaining thereto.

12. Grantee shall obtain and maintain in force the policies of insurance covering Grantee’s activities on the Easement Area at all times during the term of this Agreement as described in **Exhibit D**. Grantee shall provide Grantor with certificates of insurance reflecting the required coverage upon request by Grantor.

13. It is understood and agreed that this Agreement does not convey to Grantee any right, title or interest in or to any oil, gas, petroleum or other mineral or hydrocarbon substances within the limits of the said Easement Area, or otherwise, but that Grantor and Grantor’s successors and assigns, in prospecting for or developing oil, gas, petroleum or other mineral or hydrocarbon substances will do so from adjacent land and in such a manner as will not endanger

or interfere with the structures and facilities erected and installed under the Easements or with the operation or maintenance of the electric lines, communication circuits, or roads described under the Easements, and will not construct, place or maintain, or permit to be constructed, placed or maintained, any oil or mud sump, derrick, drilling rig, oil storage tank or other structure of any kind whatsoever, on any portion of said Easement Area.

14. The terms, covenants and conditions of this Agreement shall bind and inure to the benefits of the successors and assigns of Grantor and the successors and permitted assigns of Grantee. Without limiting the generality of the foregoing, the provisions of this Agreement shall run with the Grantor Property, and shall both benefit and bind the owners and each successive owner of the Grantor Property during their respective periods of ownership.

15. Grantee shall pay all taxes which may be levied or assessed on Grantee's Facilities installed in the Easement Area, and Grantee further agrees to reimburse Grantor for the amount of any taxes which may be assessed against Grantor or by reason of Grantee owning Grantee's Facilities.

16. Neither Grantor nor Grantee shall take, authorize or direct any actions that would, or could reasonably be expected to, cause or allow the Easement Area to be in violation of any applicable federal, state, or local laws, ordinances or regulations. Grantee and its employees, agents, contractors, vendors, or any other persons given access to the Easement Area by Grantee shall comply with all applicable federal, state, or local laws, ordinances or regulations with respect to any of their respective activities performed with respect to the Easement Area or under rights granted under this Agreement.

17. The failure by any party to observe or perform any covenant, agreement, condition or provision of this Agreement in any material respect, if such failure continues for (i) with respect to monetary defaults, ten (10) days from the date on which a monetary obligation became due and payable or (ii) with respect to non-monetary obligations, thirty (30) days after written notice thereof from a non-defaulting party to the defaulting party or such longer time as may be reasonably required to cure such non-monetary default (provided that the defaulting party shall have commenced measures to cure such non-monetary default within such thirty (30) day period and shall thereafter diligently pursue such effort to completion) shall be a default (a "**Default**") under this Agreement. Upon a Default, any non-defaulting party shall be entitled to seek any remedy available to such Party at law or in equity, including, without limitation, injunctive relief to enjoin a violation hereof; provided however, that in no event shall Grantor be permitted to terminate this Agreement.

18. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, EACH PARTY (THE "**FIRST PARTY**") AGREES THAT NEITHER THE OTHER PARTY NOR SUCH OTHER PARTY'S OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS SHALL BE LIABLE TO THE FIRST PARTY OR THE FIRST PARTY'S OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FOR ANY CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING (WITHOUT LIMITATION) ANY LOSS OF ANTICIPATED REVENUES, PROFITS OR INTEREST,

CLAIMS OF CUSTOMERS, LOSS BY REASON OF ANY FACILITY SHUTDOWN OR NON-OPERATION, INCREASED EXPENSE OF OPERATION OF ANY FACILITY OR EQUIPMENT, OR ANY OTHER SPECIAL OR CONSEQUENTIAL MONEY DAMAGES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE.

19. Grantor and Grantee hereby mutually acknowledge and agree that each grant of easement contained herein or made pursuant hereto is or shall be an easement only and that no easement granted or to be granted pursuant to this Agreement, and no other provisions of this Agreement, shall grant, demise, transfer, or otherwise convey, or may be deemed to grant, demise, transfer, or otherwise convey, to Grantee any other right, title, or interest whatsoever in or to any portion of the Grantor Property.

20. Grantor and Grantee each agrees to execute and deliver all further documents and to take all further actions reasonably necessary or appropriate to effectuate the purposes of this Agreement.

21. Grantee agrees to comply with the following requirements: (a) Grantee shall abide and operate in accordance with generally accepted industry good and safe work practices in the conduct of all activities affecting or upon the Easement Area (including without limitation in the activities of its contractors at the Easement Area); and (b) Grantee hereby agrees that Grantor shall have the right to access the Easements at any time for the purposes of inspecting the Easement Area compliance with the terms and conditions of this Agreement, subject to such reasonable conditions as may be imposed by Grantee to protect Grantee's property and to ensure the security of Grantee's Facilities.

22. Not later than fifteen (15) days after receipt of a request for an estoppel certificate from either party to this Agreement, the other party shall provide an estoppel certificate stating that this Agreement has not been modified, or, if modified, stating the nature of the modification, and certifying that this Agreement, as modified, is in full force and effect. The estoppel certificate also shall identify any monetary or other obligations then due or unperformed and contain any additional information regarding this Agreement as may be reasonably set forth in the request.

23. All notices and other communications under this Agreement shall be in writing and shall be deemed duly given: (a) when delivered if personally delivered to the recipient; (b) on the first business day following delivery to an overnight delivery service, provided delivery is confirmed by the delivery service; and (c) on the earlier of actual receipt or three (3) days following deposit in United States registered or certified mail, postage prepaid, and return receipt requested, addressed to the Parties as set forth below. Any party may change its address for notices by giving written notice to the other Parties in the manner set forth above.

To Parcel 1 Owner: City of Grand Rapids, Minnesota  
420 N. Pokegema Ave.  
Grand Rapids, MN 55744



Attn: Matt Wegwerth

To Parcel 2 Owner: City of Grand Rapids  
420 N. Pokegema Ave.  
Grand Rapids, MN 55744  
Attn: Matt Wegwerth

Itasca County, Minnesota  
Itasca County Land Department  
1177 La Prairie Ave.  
Grand Rapids, MN 55744  
Attn: Cindy Shevich

To Parcel 4 Owner: Grand Rapids – Itasca County Airport Commission  
c/o City of Grand Rapids  
420 N. Pokegema Ave.  
Grand Rapids, MN 55744  
Attn: Matt Wegwerth

To Easement Parcel Grantor:

City of Grand Rapids  
420 N. Pokegema Ave.  
Grand Rapids, MN 55744  
Attn: Matt Wegwerth

To Grantee: Minnesota Power, a division of ALLETE, Inc.  
30 West Superior Street  
Duluth, Minnesota 55802  
Attn: Real Estate Services

With a Copy To: Sheppard, Mullin, Richter and Hampton, LLP  
12275 El Camino Real, Suite 200  
San Diego, CA 92130-4092  
Attention: Tony Toranto

24. This Agreement, including all recitals and exhibits hereto, constitutes the entire agreement between the parties with respect to the subject matter of this Agreement, and supersedes any prior or contemporaneous understandings, negotiations, representations, promises, and agreements, oral or written, by or between the Parties, with respect to the subject matter of this Agreement. No representations, inducements, promises, or agreements have been

made in connection with this Agreement by any party, or anyone acting on behalf of any party, other than those expressly set forth in this Agreement.

25. Except as provided in Section 30, this Agreement may be amended, modified or supplemented only by a written agreement executed by Grantor and Grantee, with a copy of the same being delivered to the Lessee. Any failure by either party to pay, perform, observe, satisfy or comply with any obligation, covenant, condition or term in this Agreement may be expressly waived only by a written agreement executed by the non-failing party, and any such waiver shall not operate as a waiver of any subsequent failure to pay, perform, observe, satisfy or comply with the same or any other obligation, covenant, condition or term.

26. This Agreement shall be construed and enforced in accordance with the laws of the State of Minnesota.

27. If any term or provision of this Agreement is ever determined to be invalid or unenforceable for any reason, that term or provision shall be severed from this Agreement without affecting the validity or enforceability of the remainder of this Agreement.

28. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one and the same instrument.

29. This Agreement shall become effective only when fully executed, and acknowledged and delivered by Grantor and Grantee and acknowledged by Lessee.

30. Grantee hereby acknowledges and agrees that the easements and rights granted hereunder shall at all times be subject and subordinate in each and every respect to the Lease, as the same may be amended, modified, renewed, restated and supplemented from time to time. Grantee acknowledges and agrees that, in utilizing the easements and exercising the rights granted under this Agreement, Grantee shall not encumber, disturb or otherwise interfere with Lessee's rights in and to the Easement Fee Parcels, shall insure that Grantee's use of the Easement Fee Parcels shall be undertaken so as to minimize any interference in Lessee's use of the Easement Fee Parcels, and shall insure that Grantee's activities on the Easement Fee Parcels shall not interfere with the receipt of sunlight over the Easement Fee Parcels or impede or decrease the output or efficiency of the Lessee's solar Facility on the Easement Fee Parcels, except as approved in writing by the Lessee. Grantor, Grantee and Lessee each acknowledges and agrees that (a) Lessee is a third party beneficiary with respect to those rights and obligations under this Agreement related to Lessee and may enforce such provisions as if it were a party hereto, , and (b) the Agreement may be modified or amended at any time or from time to time, without notice to or the consent of Lessee; except to the extent any such modification or amendment could reasonably be expected to impact Lessee's rights or interests under the Lease or the subordinated nature of this Agreement.

[SIGNATURE PAGES FOLLOW]

EXECUTED on the date appearing in the acknowledgement below, however, to be effective as of the Effective Date.

**GRANTOR:**

PARCEL 1 OWNER:

CITY OF GRAND RAPIDS,  
a Minnesota municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, as \_\_\_\_\_ of the City of Grand Rapids, a Minnesota municipal corporation.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public  
My commission expires:





EXECUTED on the date appearing in the acknowledgement below, however, to be effective as of the Effective Date.

**GRANTOR:**

PARCEL 4 OWNER:

GRAND RAPIDS – ITASCA COUNTY AIRPORT  
COMMISSION

By: CITY OF GRAND RAPIDS,  
a Minnesota municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, as \_\_\_\_\_ of the City of Grand Rapids, a Minnesota municipal corporation, as authorized signatory for Grand Rapids – Itasca County Airport Commission.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public  
My commission expires:

EXECUTED on the date appearing in the acknowledgement below, however, to be effective as of the Effective Date.

**GRANTOR:**

EASEMENT PARCEL GRANTOR:

CITY OF GRAND RAPIDS,  
a Minnesota municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, as \_\_\_\_\_ of the City of Grand Rapids, a Minnesota municipal corporation.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public  
My commission expires:

EXECUTED on the date appearing in the acknowledgement below, however, to be effective as of the Effective Date.

**GRANTEE:**

MINNESOTA POWER, a division of ALLETE, Inc., a Minnesota corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, as \_\_\_\_\_ of Minnesota Power, a division of ALLETE, Inc., a Minnesota corporation.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public  
My commission expires:

PREPARED BY AND  
WHEN RECORDED MAIL TO:  
Sheppard Mullin Richter & Hampton LLP  
12275 El Camino Real, Suite 200  
San Diego, CA 92130-2006  
Attn: Tony Toranto, Esq.



**ACKNOWLEDGEMENT AND AGREEMENT**

The undersigned Lessee hereby acknowledges receipt of a copy of this Agreement and agrees to the provisions set forth in Recital B. and Section 30 hereof.

EXECUTED FOR THE LIMITED PURPOSES SET FORTH HEREIN, on the date appearing in the acknowledgement below, however, to be effective as of the Effective Date.

**LESSEE:**

USS ITASCA CLEAN ENERGY, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, as \_\_\_\_\_ of USS Itasca Clean Energy, LLC, a Delaware limited liability company, on behalf of the company.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public  
My commission expires:

EXHIBIT A-1

**Grantor Property – Parcel 1 Property**

**Property ID: 91-033-1309 (Parcel No. 1)**

That part of the South one-half of the North one-half of the Southwest Quarter of the Northeast Quarter, Section 33, Township 55 North, Range 25 West, Itasca County, Minnesota lying westerly of the following described line:

Commencing at the northwest corner of said Southwest Quarter of the Northeast Quarter; thence South 01 degrees 24 minutes 51 seconds East, assigned bearing, along the west line of said Southwest Quarter of the Northeast Quarter, 658.39 feet to the south line of the North one-half of said Southwest Quarter of the Northeast Quarter; thence North 89 degrees 42 minutes 25 seconds East, along said south line, 927.27 feet to the point beginning of the line to be herein described; thence North 38 degrees 37 minutes 42 seconds East 423.40 feet to the north line of said south one-half of the north one-half of the Southwest Quarter of the Northeast Quarter and said described line there terminating.

EXHIBIT A-2

**Grantor Property – Parcel 2 Property**

**Property ID: 91-033-1306 (Parcel No. 2)**

The North Quarter (N 1 /4) of the Southwest Quarter of the Northeast Quarter (SW1 /4 of NE1/4), of Section Thirty-three (33), Township Fifty-five (55) North, Range Twenty-five (25), West of the 4th P.M., LESS the East Four Hundred Ten feet (E 410') thereof; Itasca County, Minnesota.

EXHIBIT A-3

**Grantor Property – Parcel 4 Property**

**Property ID: 91-033-1301 (Parcel No. 4)**

The East Four Hundred Ten feet (E. 410') of the North Quarter (N1/4) of the Southwest Quarter of the Northeast Quarter (SW1/4 NE1/4) of Section Thirty-three (33), Township Fifty-five (55) North of Range Twenty-five (25) West of the Fourth Principal Meridian, Itasca County, Minnesota.

EXHIBIT A-4

**Grantor Property – Existing Easement Property**

A 50.00 foot wide permanent easement for construction of street and public utilities, over, under and across the East Fifty feet (E. 50') of the Grantors above described property.

## EXHIBIT B-1

### Description of Access Easement

#### Parcel 1:

That part of the South Half of the North Half of the Southwest Quarter of the Northeast Quarter of Section 33, Township 55 North, Range 25 West, Itasca County, Minnesota, described as follows:

Commencing at the northeast corner of the Northwest Quarter of said Northeast Quarter; thence on an assigned bearing of South 01 degree 22 minutes 26 seconds East, along the east line of said Northwest Quarter of the Northeast Quarter and the said Southwest Quarter of the Northeast Quarter, 1601.16 feet; thence South 88 degrees 37 minutes 34 seconds West 83.71 feet; thence North 00 degrees 00 minutes 21 seconds West 5.87 feet; thence North 83 degrees 30 minutes 21 seconds East to the intersection with the westerly right of way line of Airport Road; thence South 83 degrees 30 minutes 21 seconds West 199.34 feet; thence southerly 60.11 feet along a tangential curve concave to the southeast having a radius of 60.00 feet and a central angle of 57 degrees 24 minutes 15 seconds to the north line of said South Half of the North Half of the Southwest Quarter of the Northeast Quarter and the POINT OF BEGINNING of the easement to be described; thence continuing southerly 35.53 feet, along the southerly extension of last described tangential curve concave to the southeast having a radius of 60.00 feet and a central angle of 33 degrees 55 minutes 45 seconds; thence South 07 degrees 49 minutes 38 seconds East 30.66 feet; thence South 82 degrees 10 minutes 22 seconds West 12.00 feet; thence North 07 degrees 49 minutes 38 seconds West 29.96 feet; thence northwesterly 40.94 feet along a tangential curve concave to the southwest having a radius of 70.00 feet and a central angle of 33 degrees 30 minutes 43 seconds to the North line of said South Half of the North Half of the Southwest Quarter of the Northeast Quarter; thence North 89 degrees 40 minutes 48 seconds East, along said north line 34.14 feet to the Point of Beginning and easement there terminating.

#### Parcel 2:

That part of the North Quarter of the Southwest Quarter of the Northeast Quarter of Section 33, Township 55 North, Range 25 West, Itasca County, Minnesota, described as follows:

Commencing at the northeast corner of the Northwest Quarter of said Northeast Quarter; thence on an assigned bearing of South 01 degree 22 minutes 26 seconds East, along the east line of said Northwest Quarter of the Northeast Quarter and the said Southwest Quarter of the Northeast Quarter, 1601.16 feet; thence South 88 degrees 37 minutes 34 seconds West 83.71 feet; thence North 00 degrees 00 minutes 21 seconds West 5.87 feet; thence North 83 degrees 30 minutes 21 seconds East to the intersection with the westerly right of way line of Airport Road; thence South 83 degrees 30 minutes 21 seconds West 199.34 feet; thence southerly 60.11 feet along a tangential curve concave to the southeast having a radius of 60.00 feet and a central angle of 57 degrees 24 minutes 15 seconds to the south line of said North Quarter of the Southwest Quarter of the Northeast Quarter; thence South 89 degrees 40 minutes 48 seconds West, not tangent to last said curve, 34.14 feet, along last said south line; thence northwesterly 67.38 feet along a non-tangential

curve concave to the southwest having a radius of 70.00 feet and a central angle of 55 degrees 09 minutes 18 seconds; thence South 83 degrees 30 minutes 21 seconds West, tangent to last said curve 19.62 feet to the west line of the East 410.00 feet of said North Quarter of the Southwest Quarter of the Northeast Quarter and the POINT OF BEGINNING of the easement to be described; thence South 83 degrees 30 minutes 21 seconds West 71.18 feet; thence North 06 degrees 29 minutes 39 seconds West 26.00 feet; thence North 83 degrees 30 minutes 21 seconds East 73.51 feet to said West line of the East 410.00 feet; thence South 01 degrees 22 minutes 26 seconds East, along last said west line 26.10 feet to the Point of Beginning and there terminating.

Parcel 4:

That part of the North Quarter of the Southwest Quarter of the Northeast Quarter of Section 33, Township 55 North, Range 25 West, Itasca County, Minnesota, described as follows:

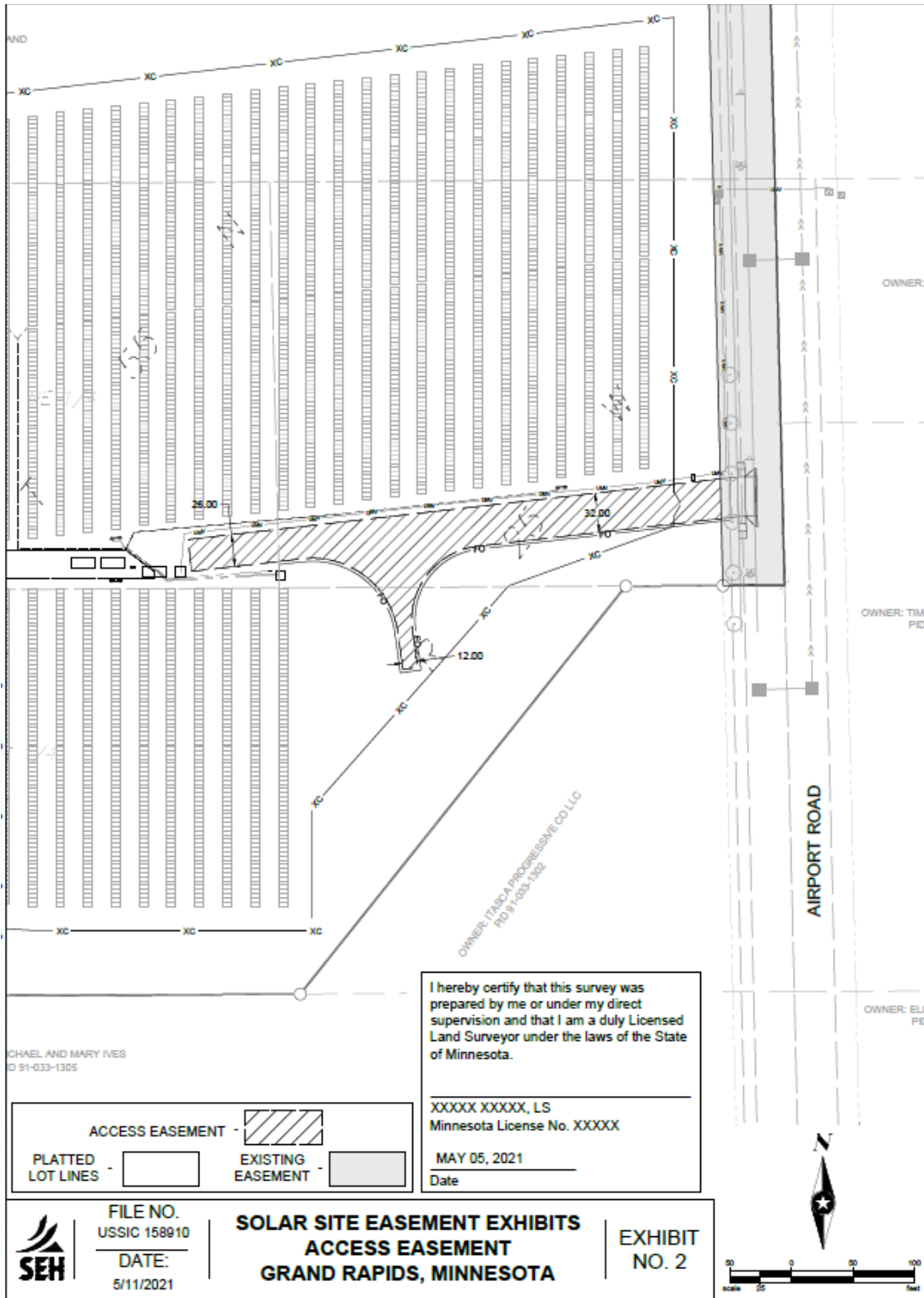
Commencing at the northeast corner of the Northwest Quarter of said Northeast Quarter; thence on an assigned bearing of South 01 degree 22 minutes 26 seconds East, along the east line of said Northwest Quarter of the Northeast Quarter and the said Southwest Quarter of the Northeast Quarter, 1601.16 feet; thence South 88 degrees 37 minutes 34 seconds West 83.71 feet; thence North 00 degrees 00 minutes 21 seconds West 5.87 feet; thence North 83 degrees 30 minutes 21 seconds East to the intersection with the westerly right of way line of Airport Road and the POINT OF BEGINNING of the easement to be described; thence South 83 degrees 30 minutes 21 seconds West 199.34 feet; thence southerly 60.11 feet along a tangential curve concave to the southeast having a radius of 60.00 feet and a central angle of 57 degrees 24 minutes 15 seconds to the south line of said North Quarter of the Southwest Quarter of the Northeast Quarter; thence South 89 degrees 40 minutes 48 seconds West, not tangent to last said curve, 34.14 feet, along last said south line; thence northwesterly 67.38 feet along a non-tangential curve concave to the southwest having a radius of 70.00 feet and a central angle of 55 degrees 09 minutes 18 seconds; thence South 83 degrees 30 minutes 21 seconds West, tangent to last said curve 19.62 feet to the west line of the East 410.00 feet of said North Quarter of the Southwest Quarter of the Northeast Quarter; thence North 01 degrees 22 minutes 26 seconds West 26.10 feet, along last said west line; thence North 83 degrees 30 minutes 21 seconds East 361.44 feet to the westerly right of way line of Airport Road; thence South 01 degrees 22 minutes 26 seconds East, along said westerly right of way line 32.13 feet to the Point of Beginning and there terminating.

Existing Easement:

A 50.00 foot wide permanent easement for construction of street and public utilities, over, under and across the East Fifty feet (E. 50') of the Grantors above described property.

# EXHIBIT B-2

## Depiction of Access Easement






I hereby certify that this survey 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.

XXXXX XXXXX, LS  
Minnesota License No. XXXXX

MAY 05, 2021  
Date

MICHAEL AND MARY IVES  
ID 51-033-1305

ACCESS EASEMENT - 
PLATTED LOT LINES - 
EXISTING EASEMENT - 



FILE NO.  
USSIC 158910  
DATE:  
5/11/2021

**SOLAR SITE EASEMENT EXHIBITS**  
**ACCESS EASEMENT**  
**GRAND RAPIDS, MINNESOTA**

EXHIBIT  
NO. 2



## EXHIBIT C-1

### Description of Distribution Easement

#### Parcel 1:

That part of the South Half of the North Half of the Southwest Quarter of the Northeast Quarter of Section 33, Township 55 North, Range 25 West, Itasca County, Minnesota, which lies within 10.00 feet of and left of the following described line:

Commencing at the northeast corner of the Northwest Quarter of said Northeast Quarter; thence on an assigned bearing of South 01 degree 22 minutes 26 seconds East, along the east line of said Northwest Quarter of the Northeast Quarter and the said Southwest Quarter of the Northeast Quarter, 1601.16 feet; thence South 88 degrees 37 minutes 34 seconds West 83.71 feet; thence North 00 degrees 00 minutes 21 seconds West 8.78 feet; thence North 83 degrees 22 minutes 03 seconds East 33.64 feet to the westerly right of way line of Airport Road; thence South 83 degrees 22 minutes 03 West 199.76 feet; thence southerly 63.70 feet along a tangential curve concave to the southeast having a radius of 62.50 feet and a central angle of 58 degrees 23 minutes 57 seconds to the south line of said South Half of the North Half of the Southwest Quarter of the Northeast Quarter and the POINT OF BEGINNING of the line to be described; thence continuing 35.77 feet along the extension of said tangential curve concave to the southeast having a radius of 62.50 feet and a central angle of 32 degrees 47 minutes 45 seconds; thence South 07 degrees 49 minutes 38 seconds West 28.16 feet; thence South 82 degrees 10 minutes 22 seconds West 7.04 feet; thence North 07 degrees 45 minutes 03 seconds West 27.46 feet; thence 40.26 feet along a tangential curve concave to the southwest having a radius of 72.50 feet and a central angle of 31 degrees 49 minutes 03 seconds to the north line of said South Half of the North Half of the Southwest Quarter of the Northeast Quarter and line there terminating.

The sidelines of said easement are to be lengthened or shortened to terminate on the North line of said South Half of the North Half of the Southwest Quarter of the Northeast Quarter.

#### Parcel 2:

That part of the North Quarter of the Southwest Quarter of the Northeast Quarter of Section 33, Township 55 North, Range 25 West, Itasca County, Minnesota, described as follows:

Commencing at the northeast corner of the Northwest Quarter of said Northeast Quarter; thence on an assigned bearing of South 01 degree 22 minutes 26 seconds East, along the east line of said Northwest Quarter of the Northeast Quarter and the said Southwest Quarter of the Northeast Quarter, 1601.16 feet; thence South 88 degrees 37 minutes 34 seconds West 83.71 feet; thence North 00 degrees 00 minutes 21 seconds West 8.78 feet; thence North 83 degrees 22 minutes 03 seconds East 33.64 feet to the westerly right of way line of Airport Road; thence North 01 degrees 22 minutes 26 seconds West, along last said right of way line 28.98 feet; thence South 81 degrees 52 minutes 18 seconds West 15.90 feet; thence South 00 degrees 00 minutes 00 seconds East 3.79 feet; thence North 90 degrees 00 minutes 00 seconds West 13.06 feet; thence North 00 degrees 00 minutes 00 seconds East 1.93 feet; thence South 81 degrees 52 minutes 18 seconds West 21.96 feet; thence South 83 degrees 59 minutes 39 seconds West 183.74 feet; thence South 83 degrees

33 minutes 33 seconds West 126.67 feet to the west line of the East 410.00 feet of said North Quarter of the Southwest Quarter of the Northeast Quarter to the POINT OF BEGINNING of the easement to be described; thence North 01 degrees 22 minutes 26 seconds West, along last said west line 10.04 feet; thence South 83 degrees 33 minutes 33 seconds West 81.09 feet; thence South 5 degrees 07 minutes 41 seconds West 26.94 feet; thence North 90 degrees 00 minutes 00 seconds West 31.82 feet; thence South 00 degrees 00 minutes 00 seconds East 17.50 feet; thence North 90 degrees 00 minutes 00 seconds East 18.93 feet; thence South 46 degrees 37 minutes 11 seconds East 5.35 feet; thence North 86 degrees 48 minutes 37 seconds East 84.48 feet; thence South 00 degrees 00 minutes 00 seconds East 5.03 feet; thence North 90 degrees 00 minutes 00 seconds East 9.01 feet to the west line of said East 410.00 feet; thence North 01 degrees 22 minutes 26 seconds West along last said west line 23.74 feet; thence South 83 degrees 30 minutes 21 seconds West 4.96 feet; thence South 00 degrees 38 minutes 36 seconds East 3.17 feet; thence North 90 degrees 00 minutes 00 seconds West 3.55 feet; thence South 00 degrees 00 minutes 00 seconds East 1.69 feet; thence South 85 degrees 52 minutes 23 seconds West 66.20 feet; thence North 05 degrees 07 minutes 41 seconds East 25.87 feet; thence North 83 degrees 33 minutes 33 seconds East 72.05 feet to the Point of Beginning and there said easement terminating.

The sidelines of said easement are to be lengthened or shortened to terminate on the said west line of the East 410.00 feet of the North Quarter of the Southwest Quarter of the Northeast Quarter.

Parcel 4:

That part of the North Quarter of the Southwest Quarter of the Northeast Quarter of Section 33, Township 55 North, Range 25 West, Itasca County, Minnesota, which lies within 10.00 feet of and southerly of the following described line:

Commencing at the northeast corner of the Northwest Quarter of said Northeast Quarter; thence on an assigned bearing of South 01 degree 22 minutes 26 seconds East, along the east line of said Northwest Quarter of the Northeast Quarter and the said Southwest Quarter of the Northeast Quarter, 1601.16 feet; thence South 88 degrees 37 minutes 34 seconds West 83.71 feet; thence North 00 degrees 00 minutes 21 seconds West 8.78 feet; thence North 83 degrees 22 minutes 03 seconds East 33.64 feet to the westerly right of way line of Airport Road and the POINT OF BEGINNING of the line to be described; thence South 83 degrees 22 minutes 03 West 199.76 feet; thence southerly 63.70 feet along a tangential curve concave to the southeast having a radius of 62.50 feet and a central angle of 58 degrees 23 minutes 57 seconds to the south line of said North Quarter of the Southwest Quarter of the Northeast Quarter and there terminating.

The side lines of said easement are to be lengthened or shortened to terminating on the westerly right of way line of Airport Road and the south line of the North Quarter of the Southwest Quarter of the Northeast Quarter.

Together with

That part of the North Quarter of the Southwest Quarter of the Northeast Quarter of Section 33, Township 55 North, Range 25 West, Itasca County, Minnesota, described as follows:

Commencing at the northeast corner of the Northwest Quarter of said Northeast Quarter; thence on an assigned bearing of South 01 degree 22 minutes 26 seconds East, along the east line of said Northwest Quarter of the Northeast Quarter and the said Southwest Quarter of the Northeast Quarter, 1601.16 feet; thence South 88 degrees 37 minutes 34 seconds West 83.71 feet to the POINT OF BEGINNING of the easement to be described; thence North 00 degrees 00 minutes 21 seconds West 8.78 feet; thence North 83 degrees 22 minutes 03 seconds East 33.64 feet to the westerly right of way line of Airport Road; thence North 01 degrees 22 minutes 26 seconds West, along last said right of way line 28.98 feet; thence South 81 degrees 52 minutes 18 seconds West 15.90 feet; thence South 00 degrees 00 minutes 00 seconds East 3.79 feet; thence North 90 degrees 00 minutes 00 seconds West 13.06 feet; thence North 00 degrees 00 minutes 00 seconds East 1.93 feet; thence South 81 degrees 52 minutes 18 seconds West 21.96 feet; thence South 83 degrees 59 minutes 39 seconds West 183.74 feet; thence South 83 degrees 33 minutes 33 seconds West 126.67 feet to the west line of the East 410.00 feet of said North Quarter of the Southwest Quarter of the Northeast Quarter; thence North 01 degrees 22 minutes 26 seconds West, along last said west line 10.04 feet; thence North 83 degrees 33 minutes 33 seconds East 125.82 feet; thence North 83 degrees 59 minutes 39 seconds East 183.59 feet; thence North 81 degrees 52 minutes 18 seconds East 23.20 feet; thence North 00 degrees 00 minutes 00 seconds East 2.97 feet; thence North 90 degrees 00 minutes 00 seconds East 13.06 feet; thence South 00 degrees 00 minutes 00 seconds East 1.11 feet; thence North 81 degrees 52 minutes 18 seconds East 15.65 feet to said westerly right of way line of Airport Road; thence South 01 degrees 22 minutes 26 seconds East, along last said right of way line, 10.07 feet to the Point of Beginning and easement there terminating.

Together With

That part of the North Quarter of the Southwest Quarter of the Northeast Quarter of Section 33, Township 55 North, Range 25 West, Itasca County, Minnesota, described as follows:

Commencing at the northeast corner of the Northwest Quarter of said Northeast Quarter; thence on an assigned bearing of South 01 degree 22 minutes 26 seconds East, along the east line of said Northwest Quarter of the Northeast Quarter and the said Southwest Quarter of the Northeast Quarter, 1601.16 feet; thence South 88 degrees 37 minutes 34 seconds West 83.71 feet; thence North 00 degrees 00 minutes 21 seconds West 8.78 feet; thence North 83 degrees 22 minutes 03 seconds East 33.64 feet to the westerly right of way line of Airport Road; thence South 83 degrees 22 minutes 03 West 199.76 feet; thence southerly 99.48 feet along a tangential curve concave to the southeast having a radius of 62.50 feet and a central angle of 91 degrees 11 minutes 42 seconds; thence South 07 degrees 49 minutes 38 seconds East 28.16 feet; thence South 82 degrees 10 minutes 22 seconds West 7.04 feet; thence North 07 degrees 45 minutes 03 seconds West 27.46 feet; thence northwesterly 40.26 feet along a tangential curve concave to the southwest having a radius of 72.50 feet and a central angle of 31 degrees 49 minutes 03 seconds to the south line of said North Quarter of the Southwest Quarter of the Northeast Quarter and the POINT OF BEGINNING of the easement to be described; thence continuing northwesterly 71.94 feet along the extension of last described tangential curve concave to the southwest having a radius of 72.50 feet and a central angle of 56 degrees 51 minutes 07 seconds; thence South 83 degrees 30 minutes 21 seconds West 19.40 feet to the west line of the East 410.00 feet of said North Quarter of the Southwest Quarter of the Northeast Quarter; thence South 01 degrees 22 minutes 26 seconds East, along last said west line 23.74 feet; thence North 90 degrees 00 minutes 00 seconds East 10.99

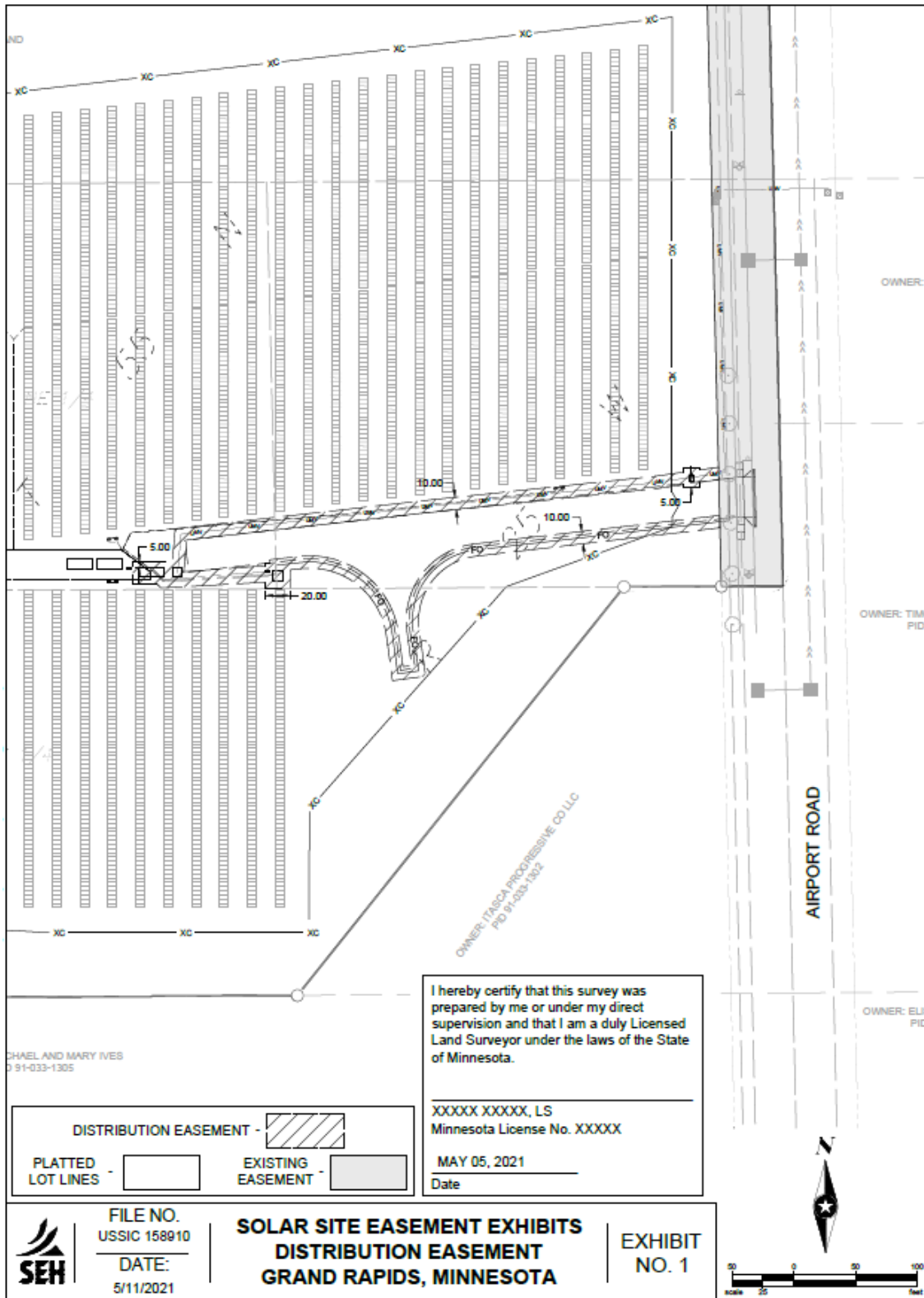
feet; thence North 00 degrees 00 minutes 00 seconds East 14.99 feet; thence North 83 degrees 30 minutes 21 seconds East 8.90 feet; thence southerly 53.30 feet along a tangential curve concave to the southwest having a radius of 62.50 feet and a central angle of 48 degrees 51 minutes 40 seconds to the south line of said North Quarter of the Southwest Quarter of the Northeast Quarter; thence North 89 degrees 40 minutes 48 seconds East, along last said south line 13.71 feet to the Point of Beginning and there terminating.

Existing Easement:

A 50.00 foot wide permanent easement for construction of street and public utilities, over, under and across the East Fifty feet (E. 50') of the Grantors above described property.

# EXHIBIT C-2

## Depiction of Distribution Easement



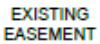


I hereby certify that this survey was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

XXXXX XXXXX, LS  
Minnesota License No. XXXXX

MAY 05, 2021  
Date

CHAELE AND MARY IVES  
D 91-033-1305

DISTRIBUTION EASEMENT - 	
PLATTED LOT LINES - 	EXISTING EASEMENT - 

**SEH**

FILE NO.  
USSIC 158910

DATE:  
5/11/2021

**SOLAR SITE EASEMENT EXHIBITS  
DISTRIBUTION EASEMENT  
GRAND RAPIDS, MINNESOTA**

EXHIBIT  
NO. 1



## EXHIBIT D

### Insurance Requirements

**Compensation Insurance** in compliance with the statutory requirements of the state of operation, and Employer's Liability Insurance in the amount of \$1,000,000 each accident/disease/policy limit. Grantee shall be allowed to self-insure its Workers' Compensation obligation if it is an approved self-insurer in the state where the Grantee's Facilities are located.

**Commercial General Liability Insurance** including Contractual Liability Coverage, covering liability assumed under this Agreement, Products/Completed Operations Coverage, Broad Form Property Liability Coverage, and Personal Injury Coverage in the amount of \$2,000,000 combined single limit for Bodily Injury and Property Damage and a \$4,000,000 general aggregate limit. This requirement may be satisfied through self-insurance, an excess liability or umbrella liability policy or any combination of the forgoing.

**Commercial Automobile Liability Insurance** covering all owned, hired, leased, and non-owned vehicles, for Bodily Injury Liability and Property damage, a combined single limit of not less than \$1,000,000. This requirement may be satisfied through self-insurance, an excess liability or umbrella liability policy or any combination of the forgoing.

**Excess Liability Coverage** with limits of not less than \$5,000,000 each occurrence, and applying excess of the primary Commercial General Liability, Auto Liability and Employers Liability policies. Coverage shall be on a form that is at least as broad as the underlying policies it follows.

- (a) Grantee's insurance policies, excluding Workers Compensation, shall include Grantor as an additional insured as its interests may appear under this Agreement. All of Grantee's policies of insurance shall be primary insurance and non-contributing with any other insurance maintained by Grantor and shall provide for a Waiver of Subrogation in favor of Grantor. Upon receipt from its insurer, Grantee will use its best efforts to provide Grantor with thirty (30) days' prior Notice of cancellation. Grantee shall provide Grantor with Certificates of Insurance issued to Grantee evidencing coverage currently in effect upon execution of this Agreement, and within thirty (30) days after each of Grantee's policy renewals thereafter for the duration of this Agreement.
- (b) Grantee shall be fully responsible for any deductible or self-insured retention amounts contained in its insurance program or for any deficiencies in the amounts of insurance maintained.
- (c) Liability coverage limits may be satisfied through a combination of both primary and or excess liability or umbrella liability limits.