



Receipt # 2-2649

\$30.00 EASEMENT



#### DECLARATION OF RESTRICTIVE COVENANT AND GRANT OF ENVIRONMENTAL PROTECTION EASEMENT

This transfer is exempt from County and State transfer taxes pursuant to MCL 207.505(a) and MCL 207.526(a), respectively.

> Cannelton Industries Superfund Site, Chippewa County, Michigan EGLE Site ID No. 17000001 U.S. EPA Site No. MID980678627 U.S. EPA Docket No. V-W-98-C-452-Site 058R

> > EGLE Reference No. RC-SF-201-23-003

This Declaration of Restrictive Covenant and Grant of Environmental Protection Easement ("Restrictive Covenant and Easement") is made on the 20 day of FEBRUARY, 2024, by Cyprus Mines Corporation ("CMC") the Grantor, whose address is 333 North Central Avenue, 24th Floor, Phoenix, Arizona 85004, for the benefit of the Grantee, the Michigan Department of Environment, Great Lakes, and Energy ("EGLE"), whose address is 525 West Allegan Street, Lansing, Michigan 48933-2125.

#### **RECITALS**

- The Grantor is the title holder of the real property, including Tract Nos. 1, 3, 4, 6, and 6A, located in Chippewa County, Michigan and legally described in Exhibit 1 attached hereto ("Property"). The tax identification numbers associated with each tract are listed below and depicted in Exhibit 2:
  - Tract 1 portion of Tax ID No. 051-061-028-00
  - Tract 3 portion of Tax ID No. 051-061-025-00
  - Tract 4 portion of Tax ID No. 051-061-025-00; portion of Tax ID No. 051-061-023-00; portion of Tax ID No. 051-061-001-00; portion of Tax ID No. 051-052-000-00; and Tax ID No. 051-061-024-00
  - Tract 6 portion of Tax ID No. 051-061-026-00; portion of Tax ID No. 051-061-023-00; portion of Tax ID No. 051-623-303-00; and portion of Tax ID No. 051-623-301-00; portions of publicly owned rights-of-way in the Peninsular Land Co subdivision
  - Tract 6A portion of Tax ID No. 051-061-023-00
- The purpose of this Restrictive Covenant and Easement is to create restrictions that run with the land in the Grantor's real property rights; to protect the public health, safety, and welfare, and the environment by prohibiting or restricting activities that could result in unacceptable exposure to environmental contamination present at the Property; and to grant access to the Grantee, and the United States Environmental Protection Agency ("U.S. EPA") as a Third Party Beneficiary, and either governmental agency's representatives to monitor and conduct response actions necessary to protect human health and the environment, monitor compliance with this Restrictive Covenant and Easement, and conduct Response Activities as determined by either agency to be necessary.



- A Record of Decision ("ROD") was issued by the U.S. EPA on September 30, 1992, for the purpose of carrying out the Response Activities selected to address environmental contamination at the Cannelton Industries Superfund Site, EGLE Site ID No. 17000001 ("Site"). The U.S. EPA issued a ROD Amendment on September 27, 1996. The ROD Amendment generally incorporated the terms of an Alternative Remedy Proposal dated June 5, 1995, which was revised on October 30, 1995. EGLE concurred with the Amended ROD in a letter dated July 12, 1996. U.S. EPA further modified the remedy selected in the Amended ROD through an Explanation of Significant Differences ("ESD") dated July 2010, and an ESD dated August 2022. The Response Activities summarized below are more fully described in the ROD, as amended and are being implemented by CMC.
- The Property occupies a portion of the Site. Other tracts located on the Site were found to not contain hazardous substances based upon information provided in the 1999 remedial investigation. Hazardous substances, including arsenic, cadmium, chromium (including chromium VI), lead, and mercury have been released and/or disposed of on the Property. The hazardous substances were found in soils and sediments as a result of past tannery operations on the Property. The Site was placed on the National Priorities List ("NPL") in June 1988 and is a facility as that term is defined in Section 101(9) of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq. ("CERCLA") and Section 20101(1)(r) of Part 201, Environmental Remediation of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, MCL 324.20101 et seq. ("NREPA").
- At the time of execution of this Restrictive Covenant and Easement, certain heavy metals [arsenic, cadmium, chromium (including chromium VI), lead, and mercury] exceeded soil performance standards in soil in certain delineated areas of the Property. The U.S. EPA and EGLE have determined that environmental contamination at the Property presents a threat to human health due to the potential for direct exposure to soil and that the land use and resource use restrictions set forth below are required to prevent unacceptable exposures.
- vi. The restrictions contained in this Restrictive Covenant and Easement are based upon information available to the U.S. EPA and EGLE as set forth in the ROD, as amended. Failure of the Response Activities to achieve and maintain the criteria, exposure controls, and requirements specified in the ROD. as amended; future changes in the environmental condition of the Property or changes in the applicable cleanup criteria; the discovery of environmental conditions at the Property that were not accounted for in the ROD, as amended, regardless of the date of the release of hazardous substances contributing to those environmental conditions; or the use of the Property in a manner inconsistent with the restrictions described herein, may result in this Restrictive Covenant and Easement not being protective of public health, safety, and welfare, and the environment. Information pertaining to the environmental conditions at the Property and Response Activities undertaken at the Site is on file with the U.S. EPA and EGLE, Remediation and Redevelopment Division.
- vii. EGLE recommends that prospective purchasers or users of the Property undertake appropriate due diligence prior to acquiring or using this Property, and undertake appropriate actions to comply with the applicable requirements of Section 20107a of the NREPA.

#### SUMMARY OF RESPONSE ACTIVITIES

The remedy implemented at the Site by CMC in accordance with the Amended ROD includes the following major components:

1. Excavation and dewatering of tannery waste materials and soils from Tract No. 3 (Barren



Zone), and disposal in an appropriate off-site facility.

- Excavation of surficial waste and debris from Tract No. 1 (Western Shoreline) and tannery
  waste materials from the southern shoreline of Tannery Bay and disposal in an
  appropriate off-site facility.
- 3. Construction of an upland soil cover over tannery waste materials along Tract No. 1 and a rip-rap stabilization system (Shoreline Stabilization Area) along the shoreline of the Property to prevent off-site migration and erosion of sediments (see Exhibit 3 for the GPS points that show the end points along the shore of the Shoreline Stabilization Area).
- 4. Re-grading and landscaping of Tract No. 1 and backfilling as necessary in Tract No. 3 to restore wetland and allow for natural revegetation.
- 5. Construction of a surface drainage system and maintenance of shoreline protection to prevent erosion.
- Evaluation and continued monitoring of the stability of the soil cover within Tract No. 1
  and the Shoreline Stabilization Area along the entire Property to evaluate the potential for
  future release of any metals into the environment in accordance with the Operation and
  Maintenance Plan dated April 2008 (2008 OMP) approved by the U.S. EPA on July 14,
  2008.
- 7. Development and implementation of a long-term monitoring program for soils, surface water and sediments, which is embodied in the 2008 OMP.
- 8. Implementation of deed restrictions to limit land use in certain areas to industrial use and, in other areas, to industrial use and certain recreational uses.

#### DEFINITIONS

"Grantee" shall mean EGLE, its successor entities, and those persons or entities acting on its behalf;

"Grantor" shall mean the Cyprus Mines Corporation ("CMC"), the title holder of the Property at the time this Restrictive Covenant and Easement was executed, or any future title holder of the Property or sub-portion of the Property; notwithstanding the foregoing, at such time as CMC no longer holds title to the Property or sub-portion thereof, CMC shall no longer be responsible for the Grantor obligations under this Restrictive Covenant and Easement with respect to the Property or sub-portion of the Property for which it no longer holds title;

"EGLE" shall mean the Michigan Department of Environment, Great Lakes, and Energy, its successor entities, and those persons or entities acting on its behalf;

"NREPA" shall mean the Natural Resources and Environmental Protection Act, 1994 PA451, as amended, MCL 324.101 *et seq.*;

"Part 201" shall mean Part 201, Environmental Remediation, of the NREPA;

"Property" shall mean the property legally described in Exhibit 1;

"Response Activities" shall mean, consistent with Section 101(25) of CERCLA, 42 U.S.C. Section 9601(25), such actions as have been or may be necessary to conduct any removal, remedy or remedial action, as those terms are defined in Sections 101(23) and 101(24) of CERCLA, 42 U.S.C. Sections 9601(23) and 9601(24), on the Property and/or at the Site, including enforcement activities related thereto:

"Site" shall mean the Cannelton Industries Superfund Site:

"Third Party Beneficiary" shall have the meaning set forth in Paragraph 8 below;

"U.S. EPA" shall mean the United States Environmental Protection Agency, its successor entities and those persons or entities acting on its behalf;

All other terms used in this document which are defined in Part 3, Definitions, of the NREPA, Part 201; or the Part 201 Administrative Rules ("Part 201 Rules"), 2002 Michigan Register 24, Effective December 21, 2002, shall have the same meaning in this document as in Parts 3 and 201 of the NREPA and the Part 201 Rules, as of the date of execution of this Restrictive Covenant and Easement.

#### NOW THEREFORE,

For valuable consideration of less than \$100.00, the receipt of which is hereby acknowledged, the Grantor, on behalf of itself, its successors and assigns hereby covenants and declares that the Property shall be subject to the restrictions set forth in Paragraphs 1 and 2 below for the benefit of the Grantee and that the Property shall be subject to the restrictions set forth in Paragraph 3 for the benefit of CMC. The Grantor grants and conveys to the Grantee, and its assigns and representatives, the perpetual right to enforce the restrictions set forth in Paragraphs 1 and 2 below. The Grantor further, on behalf of itself, its successors and assigns does grant and convey to the Grantee and its representatives an environmental protection easement of the nature, character, and purposes set forth below with respect to the Property, and the right to enforce said easement.

Restrictions on Land Use: The Grantor shall prohibit all residential uses of the Property and limit the use of the Property to the nonresidential uses specified in Exhibit 4 attached hereto.

#### 2. Restrictions on Activity: Grantor shall:

- a) Prohibit activities that cause existing contamination to migrate beyond the boundaries of the Property, increase the cost of Response Activities, or otherwise exacerbate the existing contamination located on the Property. The term "exacerbation" is more specifically defined in the NREPA at MCL 324.20101(1)(r).
- b) Prohibit and prevent use of the Property in a manner that may interfere with Response Activities at the Property, including interim response, remedial action, operation and maintenance, monitoring, or other measures necessary to assure the effectiveness and integrity of the remedial action. Remedial action measures on the Site include the Shoreline Stabilization Area, the twelve-inch cover of compacted fill and topsoil over the Western Shoreline, and permanent markers. These remedial action measures have been surveyed. The location of the permanent markers and the Shoreline Stabilization Area are identified as global positioning system (GPS) points. The remedial action surveys, and the permanent marker and Shoreline Stabilization Area GPS points are identified in

Exhibit 3.

- c) Prohibit any excavation activities, or property use that would disturb, disrupt or compromise the twelve-inch cover constructed in Tract No. 1 (Western Shoreline) (as surveyed and depicted in Exhibit 3).
- d) Prohibit any removal or modification of the Shoreline Stabilization Area on Tract Nos. 1 (Western Shoreline), 3 (Barren Zone), and 4 (Wetlands) of the Property (as shown with end points using GPS in Exhibit 3).
- e) Consistent with the locations and concentrations of contaminants remaining at the Property—as documented in the Analytical Soils Evaluation Report (GHD 2023), most recent Operation and Maintenance Plan, and Institutional Controls Implementation and Assurance Plan (currently GHD 2023)—prohibit any excavation or other activities involving disturbance of soils unless conducted in accordance with all applicable state and federal environmental and health and safety laws and regulations.
- 3. Environmental Covenants Required by CMC: The Grantor shall prohibit the construction or use of wells or other devices on the Property to extract groundwater for consumption, irrigation, or any other use, except for wells and devices that are necessary for Response Activities or testing and monitoring of groundwater contamination levels in accordance with plans approved by EGLE and the U.S. EPA. Short-term dewatering for construction purposes is permitted provided the dewatering, including management and disposal of the groundwater, is conducted in accordance with all applicable local, state, and federal laws and regulations and does not cause or result in a new release, exacerbation of existing contamination, or any other violation of local, state, and federal environmental laws and regulations including, but not limited to, Part 201 of the NREPA. CMC alone will monitor compliance with this restriction.
- 4. Permanent Markers: The Grantor shall allow the installation of permanent markers that have been approved by the U.S. EPA and EGLE within the Property boundaries. These permanent markers shall more or less describe the restricted areas of the Property and the nature of the prohibitions specified in the provisions of this Restrictive Covenant and Easement and the liber and page number of this Restrictive Covenant and Easement as recorded with the Chippewa County Register of Deeds. Grantor shall not remove, cover, obscure, or otherwise alter or interfere with any permanent markers placed on the Property at the locations generally depicted in Exhibit 5. The Grantor shall keep vegetation and other materials clear of any permanent markers to assure that the markers are readily visible.
- 5. Management of Contaminated Soil. Media. and Debris: The Grantor shall manage all soils, media and/or debris located on the Property in accordance with the Analytical Soils Evaluation Report (GHD 2023); most recent Operation and Maintenance Plan; Institutional Controls Implementation and Assurance Plan (currently GHD 2023); applicable requirements of Section 20120c of the NREPA, MCL 324.20120c; and Part 111, Hazardous Waste Management, of the NREPA, MCL 324.11101 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq.; the administrative rules promulgated thereunder; and all other relevant state and federal laws and regulations.
- 6. Access: The Grantor grants EGLE and its representatives the right to enter the Property at reasonable times for the purpose of determining and monitoring compliance with the ROD, as amended, and with this Restrictive Covenant and Easement, including the right to take samples, inspect the operation of the Response Activities and, inspect any records relating thereto, and to perform any actions necessary to maintain compliance with Part 201 and the ROD, as amended. Nothing in this Restrictive Covenant and Easement shall limit or otherwise affect EGLE's right of entry and access, or



authorities to take Response Activities as defined in this Restrictive Covenant and Easement, as well as in the NREPA, and any successor statutory provisions, or other state or federal laws.

- 7. <u>Term:</u> This Restrictive Covenant and Easement shall run with the land and shall be binding on the Grantor, including persons set forth in Paragraph 14(e) (Successors) of this Restrictive Covenant and Easement.
- 8. Third Party Beneficiary: The Grantor, on behalf of itself and its successors, and assigns, hereby agrees that the United States, acting by and through the U.S. EPA, its successors and assigns shall be a third party beneficiary ("Third Party Beneficiary") of all the benefits and rights set out in the restrictions, covenants, easements, exceptions, notifications, conditions and agreements herein, and that the Third Party Beneficiary shall have the right to enforce the restrictions described herein as if it was a party hereto. No other rights in third parties are intended by this Restrictive Covenant and Easement, and no other person or entity shall have any rights or authorities hereunder to enforce these restrictions, terms, conditions or obligations beyond the Grantor, CMC, EGLE, their successors, assigns, and the Third Party Beneficiary.
- 9. **Enforcement:** The State of Michigan, through EGLE, and the United States of America, through the U.S. EPA, as a Third Party Beneficiary, may enforce the restrictions, with the exception of those set forth in Paragraph 3 (Environmental Covenants Required by CMC), and grant of easement set forth in this Restrictive Covenant and Easement by legal action in a court of competent jurisdiction. CMC and its successors and assigns shall have the right to enforce the restrictions of this Restrictive Covenant and Easement and the right to enter the Property to determine and monitor compliance with the ROD, as amended, and this Restrictive Covenant and Easement and to perform any necessary response actions.
- 10. <u>U.S. EPA Entry, Access, and Response Authority:</u> Nothing in this Restrictive Covenant and Easement shall limit or otherwise affect the U.S. EPA's right of entry and access, or authority to undertake Response Activities as defined in this Restrictive Covenant and Easement, as well as in CERCLA, the National Contingency Plan, 40 Code of Federal Regulations Part 300, and any successor statutory provisions, or other state or federal law. The Grantor consents to officers, employees, contractors, and authorized representatives of the U.S. EPA entering and having continued access to this Property for the purposes described in Paragraph 6 (Access) of this Restrictive Covenant and Easement.
- 11. <u>Modification/Release/Rescission</u>: The Grantor may request in writing to the U.S. EPA and EGLE, at the addresses provided in Paragraph 13, below, modifications to, or release or rescission of, this Restrictive Covenant and Easement may be modified, released or rescinded only with the written approval of the U.S. EPA and EGLE. With respect to the restrictions set forth in Paragraph 3 of this Restrictive Covenant and Easement, written approval of CMC shall also be required. Any approved modification to, or release or rescission of, this Restrictive Covenant and Easement shall be filed with the appropriate Registrar of Deeds by the Grantor and a certified copy shall be returned to EGLE and the U.S. EPA at the addresses provided in Paragraph 13 (Notices) of this Restrictive Covenant and Easement.
- 12. <u>Transfer of Interest:</u> The Grantor shall provide notice at the addresses provided in this document to EGLE and the U.S. EPA of the Grantor's intent to transfer any interest in the Property, or any portion thereof, at least fourteen (14) business days prior to consummating the conveyance. A conveyance of title, easement, or other interest in the Property shall not be consummated by the Grantor without adequate and complete provision for compliance with the terms and conditions of this Restrictive Covenant and Easement and the applicable provisions of Section 20116 of the NREPA. The Grantor shall include in any instrument conveying any interest in any portion of the Property, including, but not



limited to, deeds, leases, and mortgages, a notice which is in substantially the following form:

NOTICE: THE	INTEREST	CONVEYED	<b>HEREBY</b>	IS	SUBJECT	TO	A	DECLARATION	OF
RESTRICTIVE C	<b>OVENANT</b> A	AND ENVIRON	IMENTAL F	ROT	ECTION EA	SEM	EN	T, DATED	
[r	nonth, day,	year], AND R	ECORDED	WITI	H THE CHI	PPEV	VA	COUNTY REGIST	TER
OF DEEDS, LIBE	ER	_, PAGE							

Notices: Any notice, demand, request, consent, approval, or communication that is required to be made or obtained under this Restrictive Covenant and Easement shall be made in writing; include a statement that the notice is being made pursuant to the requirements of this Restrictive Covenant and Easement; include the EGLE Site ID number, and reference number; and shall be served either personally, or sent via first class mail, postage prepaid, as follows:

#### For the U.S. EPA:

Director Superfund and Emergency Management Division (S-6J) U.S. Environmental Protection Agency, Region 5 77 West Jackson Blvd. Chicago, IL 60604

#### with a copy to:

Office of Regional Counsel (C-14J) U.S. Environmental Protection Agency, Region 5 77 West Jackson Blvd. Chicago, IL 60604

#### For EGLE:

Director Remediation and Redevelopment Division Michigan Department of Environment, Great Lakes, and Energy P.O. Box 30426 Lansing, MI 48909-7926

#### For Cyprus Mines Corporation:

Land & Water Department Cyprus Mines Corporation 333 North Central Ave. Phoenix, AZ 85004

#### with a copy to:

Legal Department Cyprus Mines Corporation 333 North Central Ave. Phoenix, AZ 85004



#### 14. Miscellaneous:

- a) Controlling Law. The interpretation and performance of this Restrictive Covenant and Easement shall be governed by the laws of the United States as to the obligations referred to in the ROD, as amended, and by the laws and regulations of the State of Michigan for all other purposes hereunder (without reference to choice of laws principles thereof). The right to enforce the conditions and restrictions in this Restrictive Covenant and Easement are in addition to other rights and remedies that may be available, including, but not limited to, administrative and judicial remedies under CERCLA or Part 201 of the NREPA.
- b) Construction. Any general rule of construction to the contrary notwithstanding, this Restrictive Covenant and Easement shall be liberally construed to affect the purpose of this Restrictive Covenant and Easement and the policy and purpose of CERCLA and the land use restrictions and prospective use limitations required by Part 201. If any provision of this Restrictive Covenant and Easement is found to be ambiguous, an interpretation consistent with the purpose of this Restrictive Covenant and Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.
- C) Severability. If any provision of this Restrictive Covenant and Easement is held to be invalid by any court of competent jurisdiction, the invalidity of such provision shall not affect the validity of any other provision hereof, and all other provisions shall continue unimpaired and in full force and effect.
- d) Entire Agreement. This Restrictive Covenant and Easement and its attachments and appendices supersedes all prior discussions, negotiations, understandings, or agreements relating to the matters addressed herein, all of which are merged herein.
- e) Successors. The covenants, terms, conditions, and restrictions of this Restrictive Covenant and Easement shall be binding upon; and inure to the benefit of, the Grantor and Grantee and their agents, successors, lessees, and assigns and any subsequent title holders, occupants or other persons acquiring an interest in the Property or a sub portion of the Property, and their respective agents, successors and assigns. The rights, but not the obligations or authorities, of the U.S. EPA are freely assignable to any public entity, subject to the notice to the Grantor, its successors and assigns, as their interests appear in the public title records kept and maintained by the Chippewa County Registrar of Deeds.

#### 15. Exhibits:

The following exhibits are incorporated into this Restrictive Covenant and Easement:

Exhibit 1 – Legal Description of the Property

Exhibit 2 – Property with Tracts and Tax IDs

Exhibit 3 – Survey of the Property and Restriction Areas

Exhibit 4 - Allowable Uses of the Property

Exhibit 5 - Permanent Markers

Exhibit 6 - Consent of Property Owner and Easement Holder

16. <u>Authority to Execute Restrictive Covenant and Easement</u>: The undersigned person executing this Restrictive Covenant and Easement represents and certifies that he or she is duly authorized and has been empowered to execute this Restrictive Covenant and Easement.

IN WITNESS WHEREOF, Cyprus Mines Corporation, the Grantor, has caused this Restrictive Covenant and Easement to be executed on this 18 day of January 2024.

Printed Name

VICE PRESIDEN

STATE OF Arrang

COUNTY OF

)ss

Acknowledged before me in Mariona County, Arizona, on the 18 day of January 2024, by Francis R. McAllister Jr., Vice President of CYPRUS MINES CORPORATION, for the corporation.

STEPHANIE RENINGER Notary Public - State of Arizona MARICOPA COUNTY Commission # 617846 Expires December 04, 2025 Notary Public, State of County of Maricuph

My commission expires: 13-4- 2085 Acting in the County of MACLUDA

EGLE approves the form and content of this Restrictive Covenant and Easement on this 20 day of FEBRUARY 2024.

Superfund Section

Remediation and Redevelopment Division Department of Environment, Great Lakes, and Energy

COUNTY OF Ingham

)ss

Notary Public, State of Michigan
County of Faton

My commission expires: 11-4-2028
Acting in the County of Ingham

LISA HAGERMAN Notary Public - State of Michigan County of Eaton My Commission Expires Nov 4, 2028 Acting in the County of ham

This Document Prepared By:

Bradley J. Ermisch

Michigan Department of Environment, Great Lakes, and Energy

Remediation and Redevelopment Division

525 West Allegan Street

Lansing, Michigan 48933-2125

Date: \_\_\_

**Legal Description of Property** 

#### LEGAL DESCRIPTION TRACT #1

A parcel of land located in Section 11, Township 47 North, Range 1 West, City of Sault Ste. Marie, Chippewa County, Michigan, more particularly described as commencing at the West 1/4 Corner of said Section 11; thence N87°02'23"E along the East - West 1/4 line of said Section 11 a distance of 1321.65 feet to the West 1/16th corner of said Section 11; thence N02°17'51"W along the West 1/16th line of said Section 11 a distance of 1338.35 feet; thence N87°55'52"E a distance of 30.00 feet to a point on the East right-of-way line of West 18th Street; thence N02°07'48"W along said East right-of-way line a distance of 172.00 feet to the POINT OF BEGINNING:

thence continuing N02°07'48"W along said East right-of-way line a distance of 232.82 feet to a point later referred to in this description as "Point 1";

thence continuing N02°07'48"W a distance of 29 feet, more or less, to the water's edge of the St. Marys River;

thence Northeasterly along the water's edge a distance of 1466 feet, more or less;

thence S10°01'17"E a distance of 28 feet, more or less, to a point which bears N83°10'09"E a distance of 334.93 feet, N76°21'42"E a distance of 188.30 feet, N83°57'40"E a distance of 281.72 feet and N80°19'00"E a distance of 445.40 feet from aforementioned "Point 1";

thence continuing S10°01'17"E a distance of 130.78 feet to a point on the North right-of-way line of South Street;

thence S72°19'16"W along said North right-of-way line a distance of 10.88 feet to a point on the West right-of-way line of West 16th Street;

thence S76°50'58"W a distance of 1271.84 feet to the POINT OF BEGINNING.

Containing 5.15 acres, more or less. Together with all riparian rights pertaining thereto. Subject to all easements, conditions, reservations, exceptions and restrictions contained in prior conveyances of record.

Douglas A. Boyd, P.S. 47945 Revised August 6, 2010



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SURVEY FOR

CYPRUS MINES CORPORATION C/O FREEPORT-MCMORAN COPPER & GOLD INC.

**DATE**July 13, 2010

NORTHWOODS LAND SURVEYING

SURVEYORS -816 Ashmun Street

P.O. Box 758

Sault Ste. Marie, Michigan 49783 (906) 632-1500 FAX (906) 632-3220

www.nwls.net

SHEET 2 OF 3

**JOB** 

4667-00T1S



#### LEGAL DESCRIPTION WESTERN SHORELINE

A parcel of land located in Section 11, Township 47 North, Range 1 West, City of Sault Ste. Marie, Chippewa County, Michigan, more particularly described as commencing at the West 1/4 corner of said Section 11; thence N87°02'23"E along the East-West 1/4 line of said Section 11 a distance of 1321.65 feet to the West 1/16th corner of said Section 11; thence N02°17'51"W along the West 1/16th line of said Section 11 a distance of 1338.35 feet; thence N87°55'52"E a distance of 30.00 feet to a point on the East right-of-way line of West 18th Street; thence N02°07'48"W along said East right-of-way line a distance of 404.82 feet; thence N83°10'09"E a distance of 334.93 feet; thence N76°21'42"E a distance 53.73 feet to the POINT OF BEGINNING:

thence N03°04'06"E a distance of 6.12 feet:

thence N74°36'20"E a distance of 115.97 feet:

thence N79°27'53"E a distance of 465.47 feet;

thence N87°04'55"E a distance of 280.59 feet to the East line of Tract #1;

thence S10°01'17"E along the East line of said Tract # 1 a distance of 46.73 feet:

thence S77°03'33"W a distance of 551.42 feet:

thence S84°19'49"W a distance of 325.81 feet;

thence N03°04'06"E a distance of 65.50 feet to the POINT OF BEGINNING.

Containing 1.75 acres, more or less. Subject to all easements, conditions, reservations, exceptions and restrictions contained in prior conveyances of record.

Douglas A. Boyd, P.S. 47945



c:doug\descriptions\4667-00 western shoreline.doc

SURVEY	FOR

PHELPS DODGE

NORTHWOODS LAND SURVEYING

SURVEYORS 816 Ashmun Street

**ENGINEERS** P.O. Box 758 Sault Ste Marie, Michigan 49783

SHEET 2 OF 2

DATE April 27, 2012 (906) 632-1500 FAX (906) 632-3220 www.nwls.net

**JOB** 

4667-T2SR

#### LEGAL DESCRIPTION TRACT #3

A parcel of land located in Section 11, Township 47 North, Range 1 West, City of Sault Ste. Marie, Chippewa County, Michigan, more particularly described as commencing at the Northeast corner of said Section 11; thence S02°02'47"E along the East line of said Section 11 a distance of 47.88 feet to a point on the North right-of-way line of South Street; thence S68°51'43"W along said North right-of-way line a distance of 1420.73 feet; thence S68°15'51"W along said South right-of-way line a distance of 599.36 feet; thence S72°19'16"W along said North right-of-way line a distance of 82.53 feet to the POINT OF BEGINNING:

thence continuing S72°19'16"W along said North right-of-way line a distance of 700.60 feet; thence N10°01'17"W a distance of 130.78 feet to a point later referred to in this description as "Point 3":

thence continuing N10°01'17"W a distance of 28 feet, more or less, to the water's edge of the St. Mary's River:

thence Northeasterly along said water's edge a distance of 698 feet, more or less;

thence S28°59'09"E a distance of 27 feet, more or less, to a point which bears N57°58'48"E a distance of 214.84 feet, N41°41'05"E a distance of 285.11 feet and N31°17'40"E a distance of 209.16 feet from aforementioned "Point 3";

thence continuing S28°59'09"E a distance of 153.82 feet;

thence S10°29'45"E a distance of 99.25 feet:

thence S31°45'12"E a distance of 222.80 feet to the POINT OF BEGINNING.

Containing 3.98 acres, more or less. Together with all riparian rights pertaining thereto. Subject to all easements, conditions, reservations, exceptions and restrictions contained in prior conveyances of record.

> Douglas A. Boyd, P.S. 47945 Revised August 6, 2010



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SURVEY FOR

CYPRUS MINES CORPORATION C/O FREEPORT-MCMORAN COPPER & GOLD INC.

DATE September 29, 2005 NORTHWOODS LAND SURVEYING

SURVEYORS

**ENGINEERS** 816 Ashmun Street P.O. Box 758 Sault Ste Marie, Michigan 49783 (906) 632-1500 FAX (906) 632-3220

www.nwls.net

SHEET 2 OF 2

JOB

4667-00T3S

#### LEGAL DESCRIPTION TRACT #4

A parcel of land located in Section 2 and Section 11, Township 47 North, Range 1 West, City of Sault Ste. Marie, Chippewa County, Michigan, more particularly described as commencing at the corner common to Sections 1, 2, 11 and 12; thence S02°02'47"E along the East line of said Section 11 a distance of 35.65 feet to the POINT OF BEGINNING:

thence continuing S02°02'47"E along said East line a distance of 12.23 feet to a point on the North right-of-way line of South Street;

thence S68°51'43"W along said North right-of-way line a distance of 1420.73 feet;

thence S68°15'51"W along said North right-of-way line a distance of 599.36 feet;

thence S72°19'16"W along North right-of-way line a distance of 82.53 feet;

thence N31°45'12"W a distance of 222.80 feet;

thence N10°29'45"W a distance of 99.25 feet;

thence N28°59'09"W a distance of 153.82 feet to a point referred to in this description as "Point 4"; thence continuing N28°59'09"W a distance of 27 feet, more or less, to the water's edge of the St. Marys River:

thence Northeasterly along said water's edge a distance of 3,268 feet, more or less;

thence S24°51'17"E a distance of 30 feet, more or less, to a point which bears N43°55'17"E a distance of 1019.00 feet, S04°48'01"E a distance of 439.20 feet, N72°00'56"E a distance of 259.55 feet, S82°48'31"E a distance of 223.68 feet, N68°53'31"E a distance of 562.98 feet and N42°02'12"E a distance of 153.90 feet from aforementioned Point "4", said point is on the West line of the parcel described in Liber 428, Page 619, Chippewa County Records;

thence continuing S24°51'17"E along said West line a distance of 302.41 feet to a point on the South line of said parcel (Liber 428, Page 619);

thence S78°30'24"E along said South line a distance of 206.32 feet to the POINT OF BEGINNING.

Containing 23.25 acres, more or less. Together with all riparian rights pertaining thereto. Subject to all easements, conditions, reservations, exceptions and restrictions contained in prior conveyances of record.

Douglas A. Boyd, P.S. 47945 Revised August 6, 2010

**ENGINEERS** 



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SURVEY FOR

CYPRUS MINES CORPORATION C/O FREEPORT-MCMORAN COPPER & GOLD INC.

DATE

September 29, 2005

NORTHWOODS LAND SURVEYING

**SURVEYORS** 

816 Ashmun Street P.O. Box 758 Sault Ste Marie, Michigan 49783 (906) 632-1500 FAX (906) 632-3220

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SHEET 2 OF 2

JOB

4667-00T4S

#### **LEGAL DESCRIPTION - TRACT #6**

A parcel of land located in, Section 11, Township 47 North, Range 1 West, City of Sault Ste. Marie, Chippewa County, Michigan, more fully described as follows: Commencing at the Northeast corner of said Section 11; thence S02°02'47"E along the East line of said Section 11 a distance of 119.25 to the Northeast corner of Northwestern Subdivision and a point on the Southerly right-of-way line of South Street; thence S68°47'48"W along the south right-of-way line of South Street a distance of 783.03 feet to the Northwest corner of Northwestern Subdivision, thence S69°03'45"W along the south right-of-way line of South Street a distance of 614.82 feet to the Northeast corner of the Plat of "Peninsula Land Co's. (Limited) Subdivision in the City of Sault Ste. Marie"; thence S68°16'51"W along the South right-of-way line a distance of 516.27 feet to the POINT OF BEGINNING.

thence S07°29'15"E a distance of 448.17 feet to a point on the North right-of-way line of Duluth, South Shore and Atlantic Railroad;

thence Southwesterly 126.89 feet along said North right-of-way and also along the curve with radius 2940.66 feet and a long chord which bears S58°18'32"W a distance of 126.88 feet;

thence Southwesterly 165.06 feet along said North right-of-way and also along the curve to the left with radius of 2940.66 feet and a long chord which bears S55°27'53"W a distance of 165.04 feet:

thence N86°40'26"E along said North right-of-way line a distance of 46.61 feet;

thence Southwesterly 615.53 feet along said North right-of-way line and also along a curve to the left; said curve has a radius of 2915.66 feet and a long chord which bears S48°34'43"W a distance of 614.39 feet to a point on the East right-of-way line of West 4th Avenue;

thence Northwesterly a distance of 56.74 feet along said East right-of-way line and also along a curve to the left, said curve has a radius of 226.85 feet and a long chord which bears N56°50'25"W a distance of 56.59 feet;

thence N64°32'52"W along said East right-of-way line a distance of 136.04 feet said point is on the extension of the East right-of-way line of West 16th Street;

thence N02°11'32"W along said extension and East right-of-way line thereof a distance of 659.74 feet to a point on the South right-of-way line of South Street;

thence N72°19'07"E along said South right-of-way line a distance of 45.26 feet;

thence S58°27'28"E a distance of 179.95 feet;

thence S71°37'35"E a distance of 256.52 feet;

thence N46°50'52"E a distance of 390.19 feet to a Point on the West line of said Subdivision;

thence N03°21'56"W along said West line a distance of 123.27 feet to a point on the South line of said South Street;

thence N68°16'51"E along the South line of said South Street a distance of 83.73 feet to the POINT OF BEGINNING.

Containing 9.29 acres more or less. Excepting therefrom the streets and alleys that have not been vacated.



#### **LEGAL DESCRIPTION - TRACT #6A**

A parcel of land located in Section 11, Township 47 North, Range 1 West, City of Sault Ste. Marie, Chippewa County, Michigan, more particularly described as commencing at the Northeast corner of said Section 11; thence S02°02'47"E along the East line of said Section 11 a distance of 119.25 feet to the Northeast corner of Northwestern Subdivision and a point on the South right-of-way line of South Street; thence S68°47'48"W along said South right-of-way line a distance of 783.03 feet; thence S69°03'45"W along said South right-of-way line a distance of 614.82 feet to the Northeast corner of the Plat of "Peninsular Land Co's. (Limited) Subdivision in the City of Sault Ste. Marie"; thence S68°16'51"W along said South right-of-way line a distance of 600.00 feet to the Northwest corner of said Subdivision and the POINT OF BEGINNING:

thence S03°21'56"E along the West line of said Subdivision a distance of 123.27 feet;

thence S46°50'52"W a distance of 390.19 feet;

thence N71°37'35"W a distance of 256.52 feet;

thence N58°27'28"W a distance of 179.95 feet to a point on the Southerly right-of-way line of said South Street:

thence N72°19'07"E along said Southerly right-of-way line a distance of 707.65 feet to the POINT OF BEGINNING.

Containing 2.88 acres, more or less. Subject to all easements, conditions, reservations, exceptions and restrictions contained in prior conveyances of record.

William L. Karr, P.S. 27450 Revised October 31, 2012 to change Certification



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#### **SURVEY FOR**

CYPRUS MINES CORPORATION C/O FREEPORT-MCMORAN COPPER & GOLD INC.

#### NORTHWOODS LAND SURVEYING

 SURVEYORS
 ENGINEERS

 816 Ashmun Street
 P.O. Box 758

 Sault Ste Marie, Michigan
 49783

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 FAX (906) 632-3220

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#### SHEET 3 OF 3

JOB

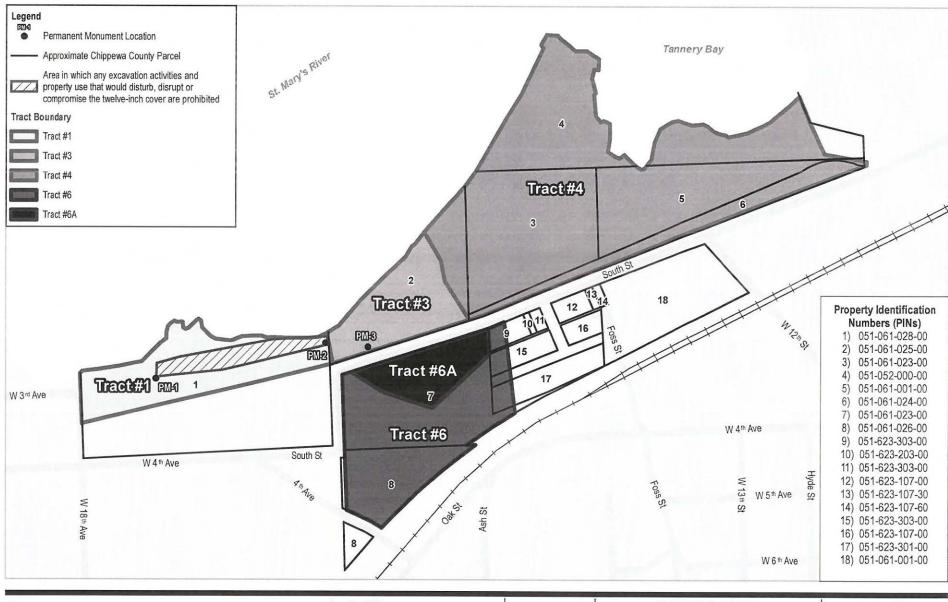
4667-00T6S

**DATE** July 13, 2010



**Property with Tracts and** Tax IDs





#### Note:

Some PINs cover more than one area (that may not be contiquous) and, therefore, are listed more than once.

Tract 6 also includes portions of publicly owned rights-of-way in the Peninsular Land Co subdivision (property located between Nos. 9 and 15 and Nos. 15 and 17).

### Paper Size ANSI A 100 200 300 400 Feet

Map Projection: Lambert Conformal Conic Horizontal Datum: North American 1983 Grid: NAD 1983 StatePlane Michigan North FIPS 2111 Feet

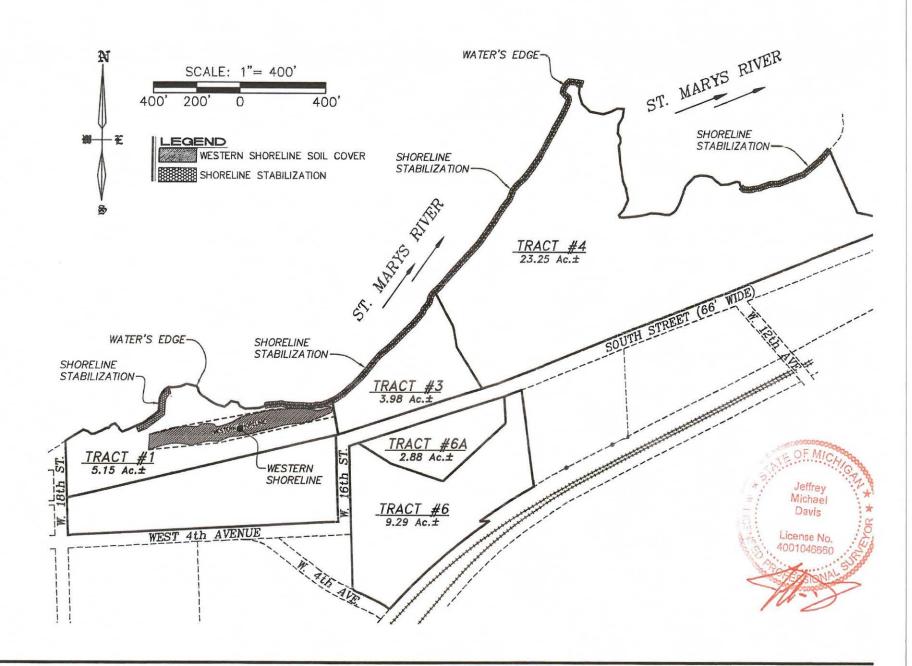


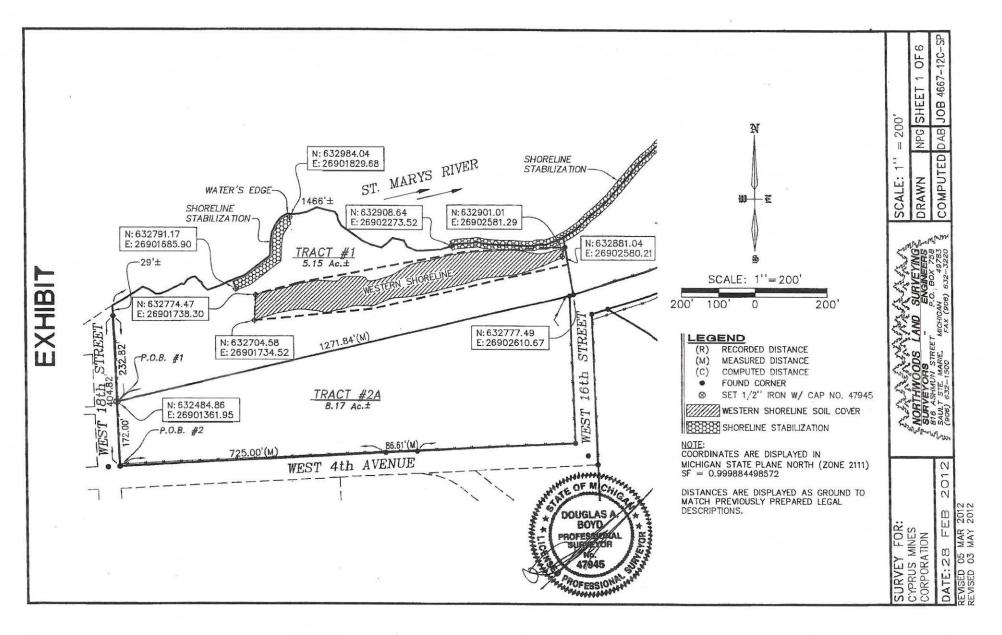
**CANNELTON INDUSTRIES** SAULT STE. MARIE, MICHIGAN

PROPERTY MAP WITH TRACTS AND TAX PINS

Project No. 4093 Revision No. -Date Oct 3, 2023

Survey of the Property and Restriction Areas

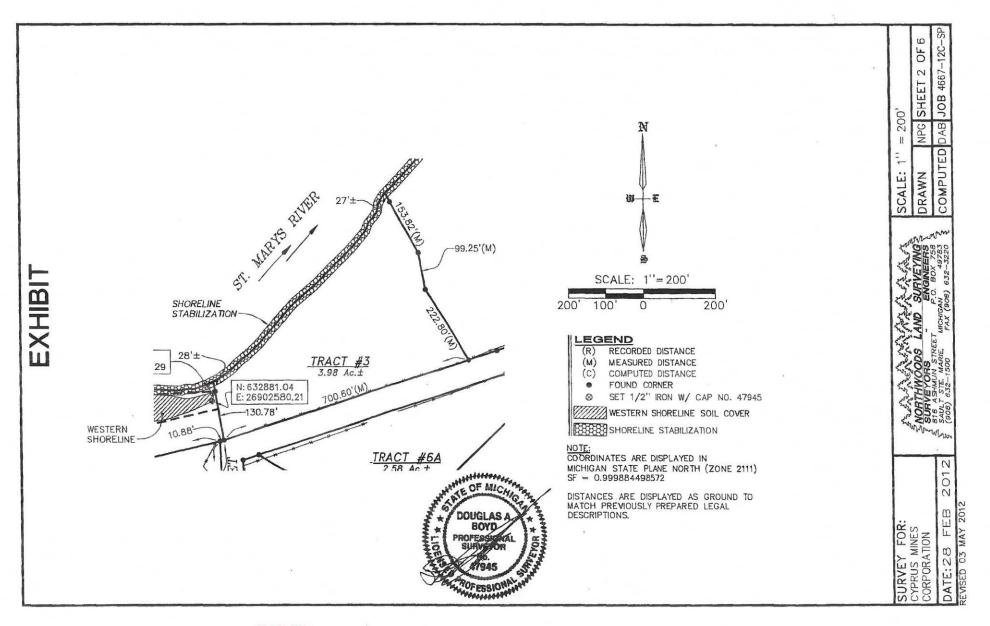




PAGE 1127

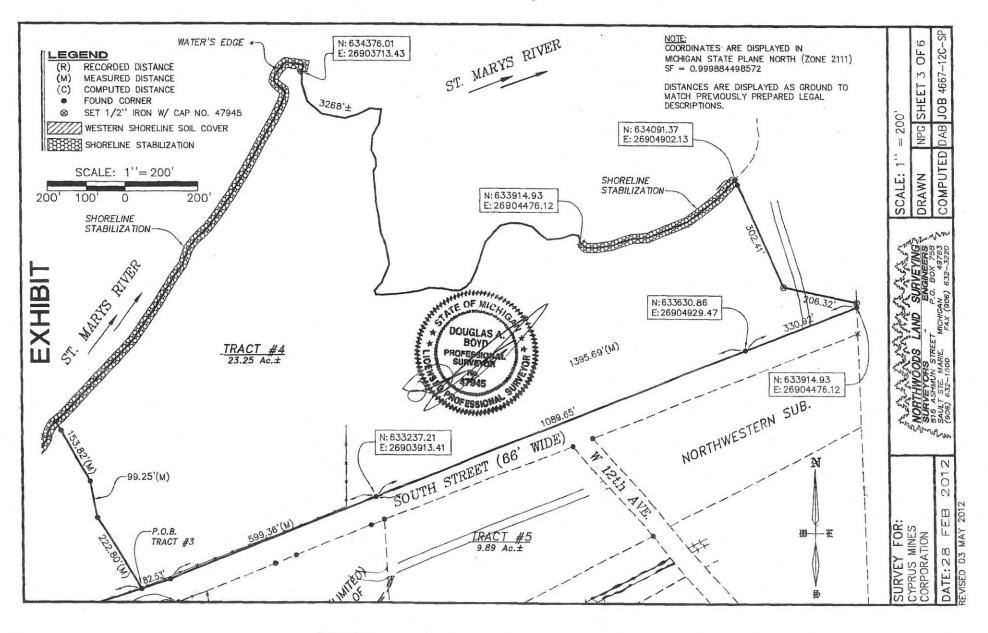
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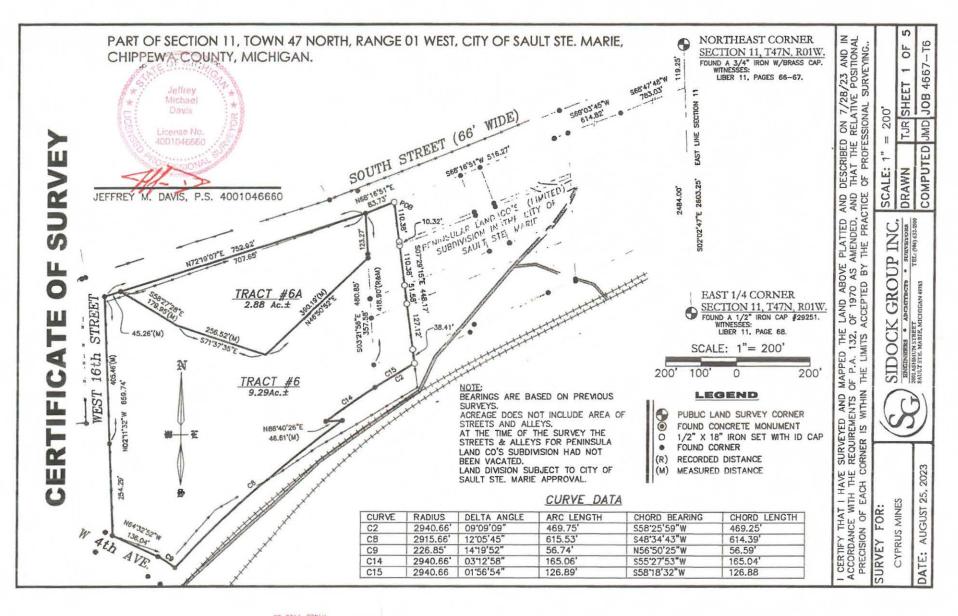




BER 1402 PAGE 1128









**Allowable Uses of the Property** 



### **EXHIBIT 4**

### ALLOWABLE USES OF THE PROPERTY

Only the following uses are authorized on the Property:

Allowed Use  Non-motorized vehicle (i.e., bike/walking) path; historical monuments, displays, or appropriate signage; viewing platform and/or lookout area; park benches; industrial				
Non-motorized vehicle (i.e., bike/walking) path; historica monuments, displays, or appropriate signage; viewing platform and/or lookout area; park benches; industrial				
Industrial				
Industrial				

**Permanent Markers** 



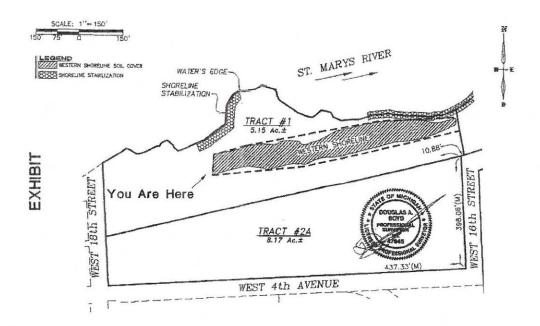
#### EXHIBIT5

#### PERMANENT MARKERS

#### Located at the southwest and southeast corners of the Western soil cover:

#### NOTICE

ABOVE IS THE SUBJECT OF ENVIRONMENTAL REMEDIATION PURSUANT TO CERCLA AND STATE LAW. BURIED TANNERY WASTE LOCATED ON SITE. WASTE IS BURIED BENEATH A 12-INCH TOPSOIL/COMMON FILL COVER. EXCAVATION, DIGGING OR REMOVAL OF VEGETATION PROHIBITED. SEE RESTRICTIVE COVENANT RECORDED AT LIBER ###, PAGE ### CHIPPEWA COUNTY RECORDS. USEPA IDENTIFICATION NUMBER MID980678627.



### Located on the north side of South Street across the former Plant:

#### NOTICE

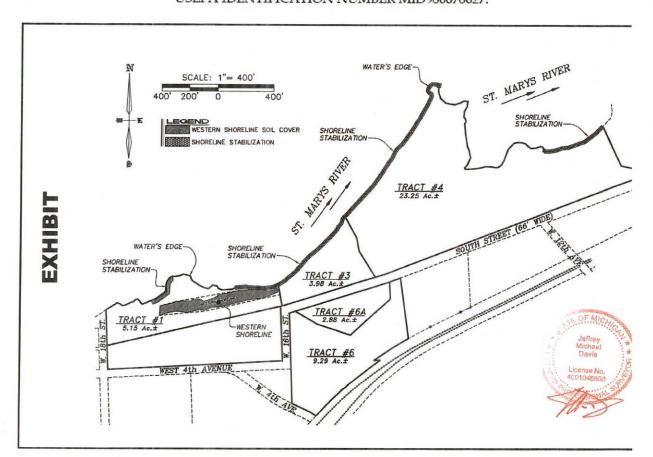
ABOVE IS THE SUBJECT OF ENVIRONMENTAL REMEDIATION PURSUANT TO CERCLA AND STATE LAW. BURIED TANNERY WASTE LOCATED ON SITE.

THE PROPERTY DEPICTED ON THIS MARKER IS A FORMER INDUSTRIAL AREA. WHICH OPERATED AS THE CANNELTON NORTHWESTERN LEATHER TANNERY COMPANY FROM 1900 TO 1958. ENVIRONMENTAL REMEDIATION MEASURES EMPLOYED TO ADDRESS CONTAMINATION INCLUDED A SHORELINE STABILIZATION WALL, REMOVAL OF IMPACTED SOILS, AND VOLUNTARY REMOVAL OF SEDIMENTS IN TANNERY BAY UNDER THE GREAT LAKES LEGACY ACT.

THE FOLLOWING ACTIVITIES ARE PROHIBITED IN THE AREA SHOWN ON THE MAP BELOW SUBJECT TO COMPLIANCE WITH THE RESTRICTIVE COVENANTS IDENTIFIED BELOW:

- DIGGING, EXCAVATING OR DISTURBING THE SHORELINE STABILIZATION OR COVER SOIL:
- 2) INSTALLATION OF WELLS FOR DRINKING WATER OR OTHERWISE CONTACTING THE GROUNDWATER.

ADDITIONAL INFORMATION IS CONTAINED IN THE RESTRICTIVE COVENANT RECORDED AT LIBER###, PAGE ###, CHIPPEWA COUNTY RECORDS. USEPA IDENTIFICATION NUMBER MID980678627.



**Consent of Property Owner and Easement Holder** 

#### CONSENT OF PROPERTY OWNER AND EASEMENT HOLDER

As evidenced below by my signature, I agree and consent to the land use and resource use restrictions and grant of easement specified in this Restrictive Covenant and Easement.

Signed

Name: Brian Chapman

Title: City Manager - City of Sault Ste. Marie

STATE OF MICHGAN )

COUNTY OF CHIPPENA

)ss

Acknowledged before me in Chrpera County, Michigan, on JAN 3,2024 [month, day, and year] by ROBINTROYER [insert full printed name of Notary Public]

Signature

Notary Public, State of MICHIGAN
County of CHPPENA

My commission expires: APRIL 29, 2030

Acting in the County of: CHPPENA

ROBIN TROYER Notary Public, State of Michigan County of Chippewa My Commission Expires April 29, 2030