

CONFIRMED AS A TRUE COPY
OF THE ORIGINAL

**AMENDED
EASEMENT AGREEMENT**

THIS AMENDED EASEMENT AGREEMENT is made this 27th day of November 2006, between **LONGYEAR REALTY CORPORATION**, a Michigan corporation, whose address is First Floor, 210 Front Street, Marquette, Michigan 49855, (hereinafter referred to as Grantor) and **ECOLAND, LLC**, a Michigan limited liability company, whose address is 52943 Highway 41, Calumet, Michigan 49913, (hereinafter referred to as Grantee), and amends an Easement Agreement between the within parties which is recorded at Liber 77 of Miscellaneous Records, Page 354, Ontonagon County Records.

WITNESSETH: That Grantor, for the sum of One (\$1.00) Dollar and other valuable consideration less than One Hundred (\$100.00) Dollars paid by Grantee, the receipt of which is hereby acknowledged, does hereby grant to the Grantee its successors, personal representatives and assigns, a perpetual non-exclusive easement for ingress and egress over and across an existing road approximately Forty (40) feet wide, Twenty (20) feet either side of the centerline of the private roadways in the **Northwest 1/4 and the East 1/2 of the Southwest 1/4 of Section 5, Township 49 North, Range 40 West, Rockland Township, Ontonagon County, Michigan**, the ("Servient Land") which roadways are shown approximately **between Points A-B-C-D** on the attached Exhibit "A" which is made a part hereof. Said Forty (40) foot roadway being hereinafter referred to as the Easement Parcel. The Grantor grants to the Grantee, its successors and assigns, a perpetual non-exclusive easement for ingress and egress and the right to develop and construct at Grantee's own expense, a private roadway between Points D to the North line of Section 8 within the **West Forty (40) feet of the Southeast 1/4 of the Southwest 1/4 of Section 5, Township 49 North, Range 40 West** as shown on the attached Exhibit "A". All merchantable forest products shall be the property of the Grantor. Grantee hereby indemnifies Grantor from any liability or expense associated with the development or construction of said private road. These Easements benefit certain property owned by the Grantee, being **the Northwest 1/4 of the Northeast 1/4 and the Northeast 1/4 of the Northwest 1/4 of Section 8, Township 49 North, Range 40 West, Rockland Township, Ontonagon County.** (the "Benefitted

Property"). Said Forty (40) foot roadways being hereinafter referred to as the "Easement Parcel".

Grantee shall indemnify and save harmless Grantor from all claims, demands, actions, causes of action, liabilities or judgments, including without limitation all costs, expenses and reasonable attorney fees due to injury, damage or loss of any nature occurring to persons or property, arising out of or resulting from the exercise by Grantee, or any person with the permission of Grantee, whether express or implied, of the rights granted hereby, except to the extent such claims, demands, actions, causes of action, liabilities or judgments result from the negligence or wrongful conduct of Grantor or others acting on behalf of the Grantor.

Grantor reserves the right to use the Easement Parcel for road purposes and any other purpose.

Grantor reserves the right to place a locked gate at any locations along the Easement Parcel and shall provide a key or keys to the Grantee, its successors or assigns.

The Grantee shall repair any damage to the Easement Parcel caused by Grantees use of the Easement Parcel, and shall maintain the Easement Parcel at Grantees own cost for Grantees own benefit. Grantor shall have no duty to maintain the Easement Parcel as a dirt road.

Grantor covenants, warrants and represents to Grantee that Grantor is the sole owner of the Easement Parcel and has full authority to convey the rights granted by this Easement. Except as otherwise provided by the preceding sentence, this Easement is granted without any covenants, warranties, or representations of any nature.

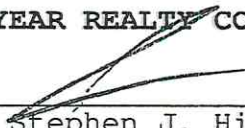
The Easement herein granted and the covenants and agreements herein contained shall run with the land and shall be binding upon and inure to the benefit or burden of Grantor and Grantee and their respective successors in title to, or any interest in, the Servient Land or any part thereof and the Benefitted Land or any part thereof.

This conveyance is exempt from county transfer tax pursuant to MCL 207.505(a) and state transfer tax pursuant to MCL 207.526(a) because the value of the consideration is less than One Hundred (\$100.00) Dollars.

WITNESS the execution hereof as of the date first set forth above.

Grantor:

LONGYEAR REALTY CORPORATION

By: 
Stephen J. Hicks

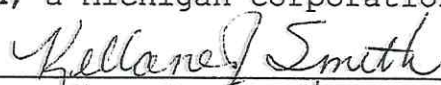
Its: President

By: 
Jacob E. Hayrynen

Its: Assistant Secretary

STATE OF MICHIGAN)
) ss
COUNTY OF MARQUETTE)

The foregoing instrument was acknowledged before me this 27th day of November 2006, by Stephen J. Hicks, the President of **Longyear Realty Corporation**, a Michigan corporation, for the corporation.


Kellane J. Smith Notary Public
Marquette County, Michigan
My commission expires: 10-22-2013

STATE OF MICHIGAN)
) ss
COUNTY OF MARQUETTE)

The foregoing instrument was acknowledged before me this 27th day of November 2006, by Jacob E. Hayrynen, the Assistant Secretary of **Longyear Realty Corporation**, a Michigan corporation, for the corporation.


Kellane J. Smith Notary Public
Marquette County, Michigan
My commission expires: 10-22-2013

Grantee:

ECOLAND, LLC

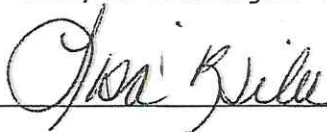
By: 
Glen D. Telksdorf

Its: Member

STATE OF MICHIGAN)
) SS
COUNTY OF HOUGHTON)

The foregoing instrument was acknowledged before me this 1ST
day of DECEMBER 2006, by GLENN D. TOLKSDORF the
MEMBER of a Ecoland, LLC, a Michigan limited liability
company, for the company.

LISA R. SILER
Notary Public, Houghton Co, MI
My Comm. Expires Nov. 14, 2007

 Notary Public
County, Michigan
My commission expires: _____

This document prepared by:
Russell W. Hall
DeGrand, Reardon & Hall, P.C.
517 Ludington Street
Escanaba, Michigan 49829

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