

ENVIRONMENTAL INDEMNIFICATION AGREEMENT

This environmental indemnification agreement ("Agreement") is made and entered into this 17, day of July, 2009, by and between the County of Anoka, a political subdivision of the state of Minnesota ("County") and John K. Bunkers and Jill M. Bunkers, husband-and-wife (hereinafter jointly referred to as "Bunkers").

WITNESSETH:

WHEREAS, the County has entered into a purchase agreement with North Maple Holdings, LLC, a Minnesota limited liability company ("North Maple Holdings") dated June 12, 2009 ("Purchase Agreement") for the sale of property commonly known as 14550 Armstrong Blvd., Ramsey, MN ("Property"); and

WHEREAS, John Bunkers is the Chief Manager of North Maple Holdings and the Bunkers are the principal owners of North Maple Holdings; and

WHEREAS, the County was unwilling to sign the Purchase Agreement without the Bunkers execution of this Agreement; and

WHEREAS, as an inducement and consideration for the County entering into the Purchase Agreement the Bunkers have agreed to execute this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter stated or contained in the Purchase Agreement, the parties do hereby agree as follows:

ENVIRONMENTAL INDEMNIFICATION

Bunkers agree that they will hold harmless, indemnify, and defend the County and the City of Ramsey, a municipal corporation under the laws of the State of Minnesota and their elected officials, officers, agents and employees against any and all claims, expenses (including attorney's fees), losses, damages or lawsuits for damages arising from or related to the presence or release of Hazardous Materials located on the Property to the extent that such Hazardous Materials were located on the Property on or prior to the date of closing.

"Claims" means any and all actual out-of-pocket expenses that the Buyer may incur relating to the cleanup and/or containment of any Hazardous Materials located on the Property resulting from the presence or release of any Hazardous Materials on the Property on or prior to the date of closing which is required by applicable Environmental Laws.

"Environmental Laws" means all federal, state or local laws, ordinances, rules, regulations or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials.

"Hazardous Materials" means any flammable substances, explosives, radioactive materials, hazardous wastes, toxic substances, pollutants, pollution,


or related materials specified as such in, or regulated under, any of the Environmental Laws including without limitation any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time, and regulations promulgated there under and any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 and the Superfund Amendment and Reauthorization Act of 1986, as amended from time to time, and regulations promulgated under it.

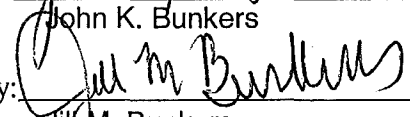
For the purpose of this indemnification provision the term "Hazardous Materials" shall not include asbestos.

This indemnification provision shall survive the closing of the sale of the Property and the delivery of the deed conveying title to the County. Notwithstanding anything herein or in the Purchase Agreement to the contrary, the parties agree that this Agreement, and the Bunkers' obligations hereunder, shall terminate on the date that is thirty-six (36) months following the closing date. In addition, in no event shall the Bunkers be obligated to expend more than One Hundred Fifty Thousand Dollars (\$150,000.00) in connection with satisfying their obligations under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above stated.

BUNKERS:

By: 
John K. Bunkers

By: 
Jill M. Bunkers

ANOKA COUNTY

By: 

Its: 