Anoka County Contract No. 2001-0191

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made and entered into this 13 day of June, 2001, by and between the County of Anoka, a political subdivision of the State of Minnesota, 2100 Third Avenue, Anoka, Minnesota 55303, hereinafter referred to as the "Property Owner," and the United States of America, by and through the Department of the Navy, hereinafter referred to as the "Licensee."

In consideration of the mutual promises contained herein, the parties agree as follows:

I. GRANT OF LICENSE; DESCRIPTION OF PREMISES

Property Owner hereby grants to the Licensee a license to install certain injection, groundwater monitoring and contingency monitoring wells of the nature and type described hereinafter on property comprising a portion of the Anoka County Riverfront Park located in the City of Fridley, County of Anoka, State of Minnesota. The area in which the wells shall be installed is depicted in Exhibit A, which is attached hereto and incorporated herein.

II. DESCRIPTION OF WELLS

Pursuant to the terms of this License, the Licensee may install up to three injection wells, nine groundwater monitoring wells and three contingency monitoring wells at the locations identified in Exhibit A. The wells shall be designed and constructed in accordance with the specifications described in Exhibit B, which is attached hereto and incorporated herein.

III. LIMITED PURPOSE/USE OF WELLS

Licensee shall use the wells for the sole purpose of conducting a pilot-scale test of vegetable oil injection for the in-situ bioremediation of chlorinated solvents in groundwater at the Anoka County Riverfront Park as outlined in the executive summary letter dated February 21, 2001, from Todd Wiedemeier and Mary Stauffer, of Parsons Engineering Science, Inc., to Jeff Perry, Anoka County Parks and Recreation Department, a copy of which is attached hereto and incorporated herein as Exhibit C. Furthermore, the wells shall be installed and all tests of the vegetable oil injection shall be done in accordance with the Work Plan for Field Application to Enhance In-Situ Bioremediation

of Chlorinated Solvents Via Vegetable Oil Injection at the Naval Industrial Reserve Ordinance plant in Fridley, Minnesota, prepared for the Naval Facilities Engineering Command, Southern Division, by Parsons Engineering Science, Inc., dated February 2001 (hereinafter "work plan"), a copy of which is on file and of record in the office of the Director of the Anoka County Parks and Recreation Department.

IV. PRIOR APPROVALS

Prior to constructing the wells and implementing any actions described in the work plan, the Licensee shall obtain all necessary approvals from the Minnesota Pollution Control Agency, United States Environmental Protection Agency, and/or other local authorities that may have jurisdiction over the installation and/or implementation of the activities described in the work plan.

V. RESPONSIBILITIES OF LICENSEE

A. Licensee shall assume all costs related to the installation, monitoring, and maintenance of the wells.

B. Licensee shall assume all costs related to the implementation of the activities described in the work plan.

C. Licensee shall assume and pay all costs related to the abandonment of and the removal of the wells. The wells shall be abandoned in accordance with the Minnesota Department of Health guidelines.

D. Licensee shall restore the surface of the ground affected by the installation of the wells to its original or like condition after the wells are removed.

E. The results of all groundwater sampling collected from the property will be made available to the Property Owner upon request and at no cost, after appropriate laboratory analysis and validation have been completed. Additionally, upon request, and upon providing a suitable container, the Property Owner may obtain a portion ("split sample") of any groundwater sample taken for the purpose of independent laboratory analysis at Property Owner's own expense.

VI. INDEMNIFICATION

The Property Owner shall not be liable to the Licensee, its agents, employees, customers, contractors, patrons, visitors, invitees, vendors or guests, or any other individual, corporation, or other type of business concern or governmental body for any claim, loss, judgments, costs, injury, death or damage as a result of the construction, operation, maintenance, or removal of the monitoring wells granted by this License Agreement. Licensee agrees to and shall indemnify, hold harmless and defend the Property Owner, its elected officials, employees, and agents against any claim, loss, judgments, costs, injury death or damages, including attorney's fees, that the Property Owner may incur as a result of or related to the placement, construction, operation, maintenance, or removal of the monitoring wells.

VII. ACCESS TO WELLS

Property Owner grants permission to Licensee, or a representative thereof, access to the property to install, monitor, repair, remove and to retrieve samples/readings from the wells and to conduct those activities described in the work plan.

IN WITNESS WHEREOF, the parties hereto have set their hands on the date so indicated.

COUNTY OF ANOKA

By: _____
John VonDeLinde
Director of Parks and Recreation

Dated: 06.11.01

UNITED STATES OF AMERICA, BY AND THROUGH THE DEPARTMENT OF THE NAVY

By: _____
E. R. NELSON, JR.
Its: Director, Real Estate Division

Dated: June 4, 2001

APPROVED AS TO FORM

By: _____
Dan Klint
Assistant County Attorney

Dated: 6-13-01

dk\contract\2001\usnavy-parks-veg-la (5/10/01)

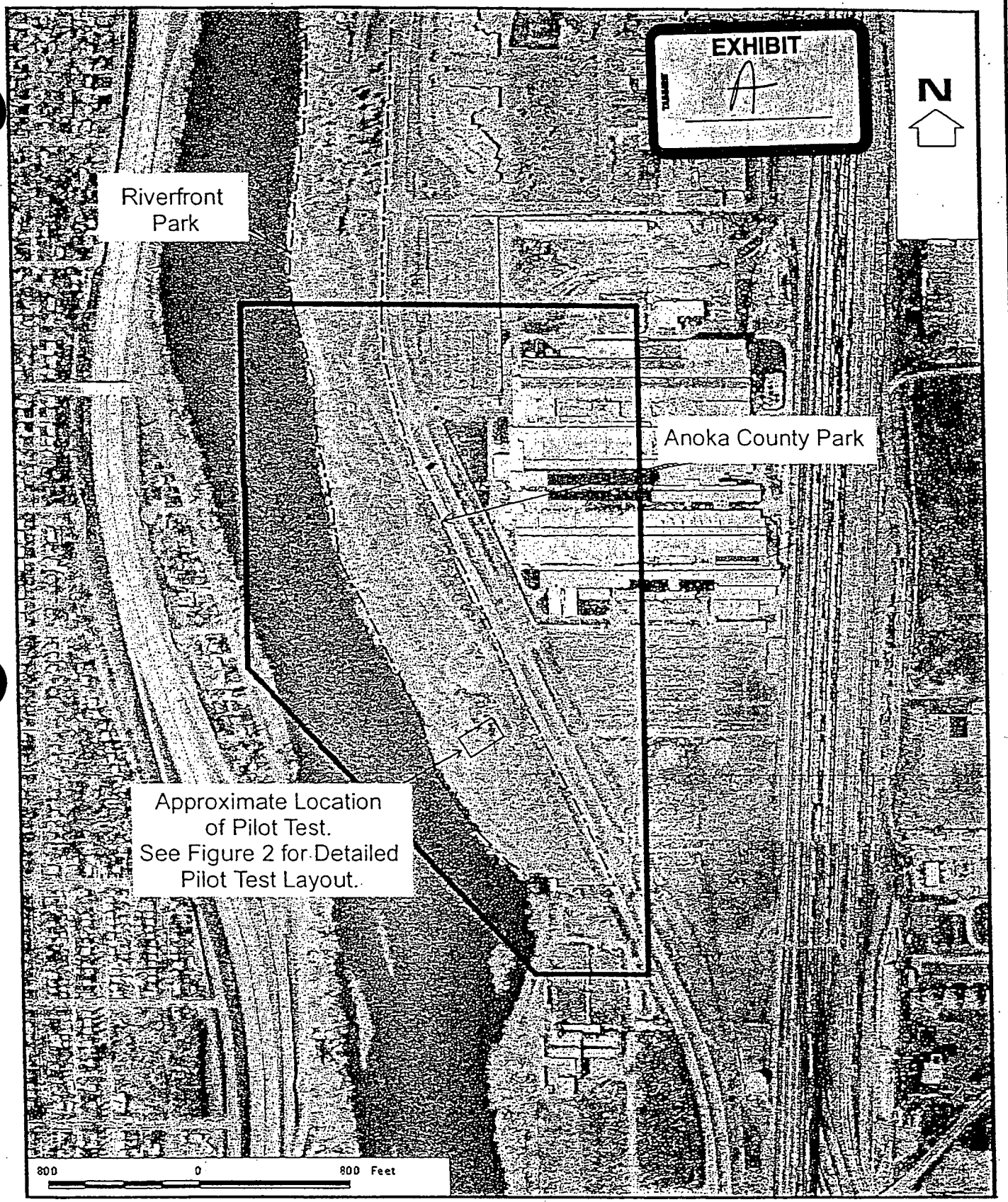

FIGURE 1

LOCATION OF VEGETABLE OIL INJECTION PILOT TEST

PARSONS

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Denver, Colorado

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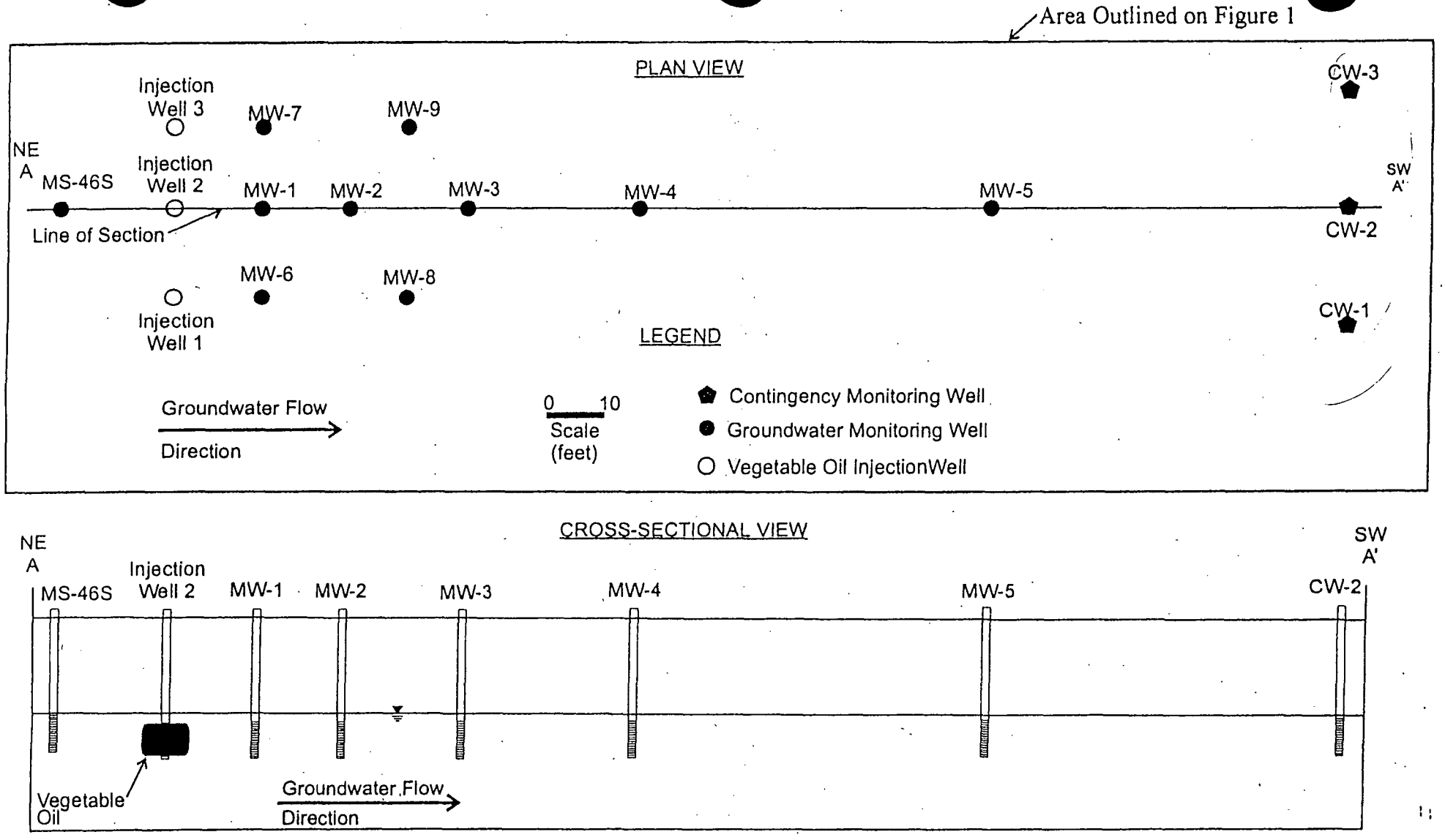

FIGURE 2

VEGETABLE OIL INJECTION PILOT TEST SYSTEM LAYOUT

PARSONS

PARSONS ENGINEERING SCIENCE, INC.

Denver, Colorado

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EXHIBIT
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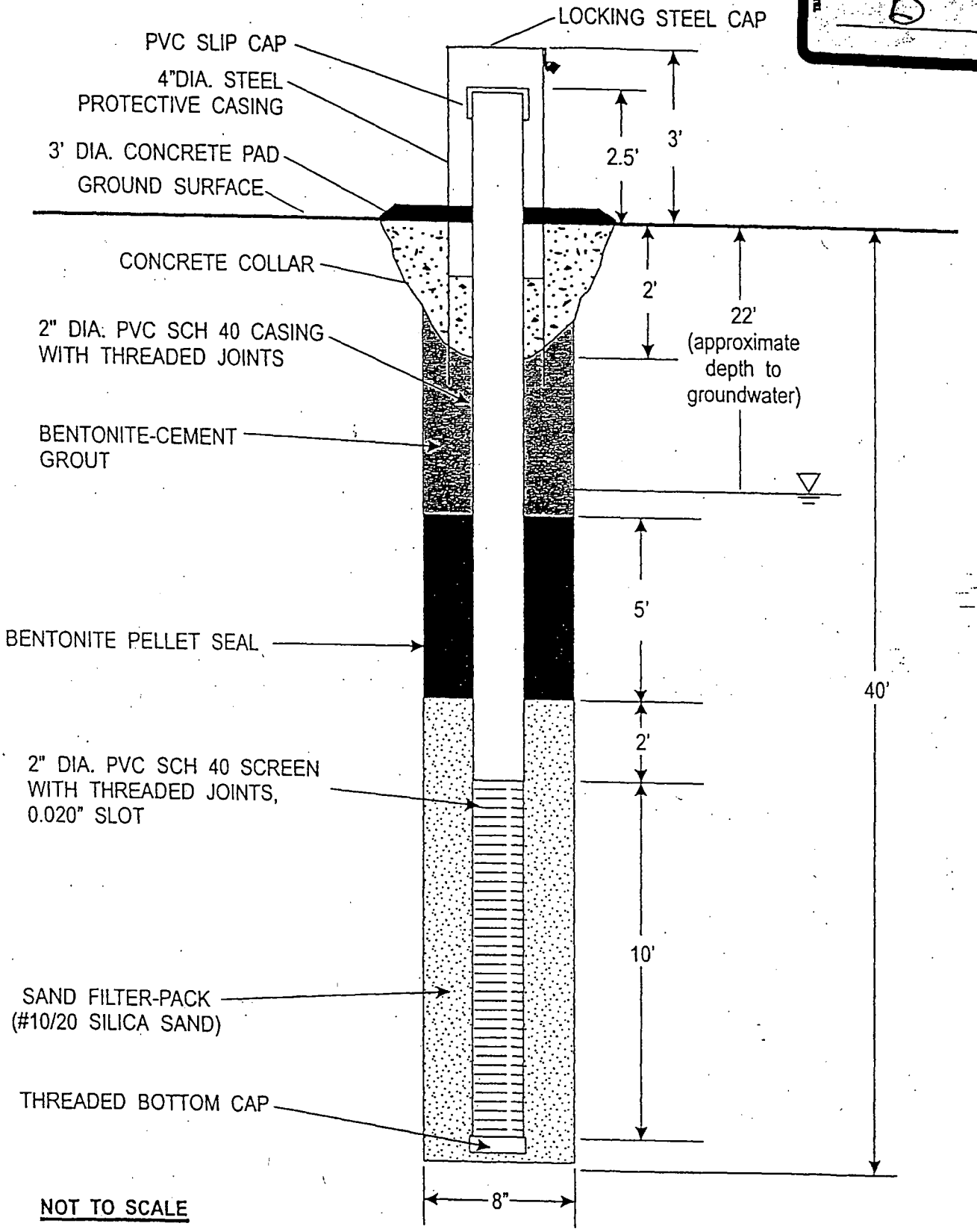

NOT TO SCALE

FIGURE 3

VEGETABLE OIL INJECTION AND GROUNDWATER MONITORING WELL CONSTRUCTION DETAIL

PARSONS

PARSONS ENGINEERING SCIENCE, INC.

Denver, Colorado