

**RELEASE AND RIGHT OF REMOVAL AGREEMENT  
FOR CITY OF DULUTH TO REMOVE UP TO 3,000 YARDS OF  
DREDGED MATERIAL FROM ERIE PIER**

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THIS AGREEMENT is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between City of Duluth (hereinafter referred to as "CITY"), and the DULUTH SEAWAY PORT AUTHORITY (herein referred to as "Authority") a body corporate and politic, existing under the laws of the State of Minnesota, having its principal office in Duluth, Minnesota.

**DONATION OF DREDGED MATERIAL STORED AT ERIE PIER**

The Authority hereby grants to CITY, at no cost to Authority, the right to have removed and to use up to 2,800 cubic yards of materials from that portion of Erie Pier as indicated on Exhibit A attached hereto and made part hereof for use at CITY's DWP site. As between CITY and Authority, CITY shall be responsible for all costs associated with such removal and use, including the potential repair of the Erie Pier entrance road damaged by CITY's removal activity if requested in writing by the Area Engineer of the U.S. Army Corps of Engineers.

**RELEASE AND INDEMNIFICATION OF THE AUTHORITY**

The CITY represents that the CITY has received authorization in writing from the Minnesota Pollution Control Agency under the VIC program to accept and place the material at the DWP site, and from the Minnesota Department of Natural Resources to remove and transport the material to the DWP site.

In consideration of the right of removal and use granted to CITY, CITY accepts material "As-is" "Where-is" and hereby fully and forever releases the Authority from any liability of any kind including environmental arising out of the removal of the Dredged Materials from Erie Pier property and the use thereof at the DWP site.

The CITY agrees to indemnify, defend and hold harmless Authority and the U. S. Army Corps of Engineers against and from any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of materials furnished CITY including spills, leaks and cross-contamination.

**ASSIGNMENT AND SUBLICENSING**

The rights and obligations of CITY hereunder may not be assigned, subleased, sublicensed or in any other way transferred.

IN WITNESS WHEREOF, the Authority and CITY have caused this Agreement to be executed by their duly authorized officers as of the date first written above.

CITY OF DULUTH

By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

Countersigned:

\_\_\_\_\_  
City Auditor

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_

Accepted by the  
DULUTH SEAWAY PORT AUTHORITY

\_\_\_\_\_  
Vanta E. Coda II  
Executive Director

Date: \_\_\_\_\_