

**DEPARTMENT OF THE ARMY  
RIGHT OF ENTRY  
FOR WORK AND STORAGE**

Duluth Aerial Lift Bridge Renovation  
Tracts: 103, 105, 112-1, 112-2

The City of Duluth

The **UNITED STATES OF AMERICA**, hereinafter called the "**Government**," hereby grants to the City of Duluth, hereinafter called the "Grantee" a right-of-entry with ingress and egress for property to be used as work and storage responsibilities in the areas described in the attached Exhibit, and upon the following terms and conditions:

1. The Government hereby provides to the Grantee a revocable right-of-entry upon the lands hereinafter described at any time within a period of 60 months beginning 1 October 2025 through 30 September 2030, or the completion of construction, whichever is sooner, in order for the Grantee to make improvements on the Duluth Aerial Lift Bridge.

2. The right-of-entry includes the right of ingress and egress on other lands of the Government not described below, provided such ingress and egress is necessary and not otherwise conveniently available to the Grantee.

3. All tools, equipment, building, improvements, and other property taken upon or placed upon the land by the Grantee shall remain the property of the Grantee and may be removed by the Grantee at any time within a reasonable period after the expiration of this right-of-entry.

4. The Grantee shall have the right to patrol and police the lands hereinafter described during the period of this or right-of-entry.

5. Work/usage allowed under this permission must proceed in a manner that avoids interference with the inspection, operation, and maintenance of the federal project.

6. The determination that the activity authorized by this permission would not impair the usefulness of the federal project and would not be injurious to the public interest was made in reliance on the information you provided.

7. All construction and activities on the premises, including operations and maintenance, and plans and specifications for any modifications or improvements, shall be coordinated with

and approved by the current Operations Manager for the Duluth Project Office prior to the start of any activities. The Operations Manager may be reached by phone at 218-788-6427. The specific locations and timeframes for its use must be approved in writing.

8. If any action of the Grantee's employees or agents in the exercise of the right-of-entry results in damage to the real property, the Grantee will, at its option, either repair such damage or make an appropriate settlement with the Government.

9. The United States will not be responsible for damages or injuries which may arise from or be incident to the construction, maintenance, and use of the project requested by you, nor for damages to the property or injuries to your officers, agents, servants, or employees, or others who may be on your premises or project work areas or the federal project(s). By accepting this permission, you hereby agree to fully defend, **indemnify**, and **hold harmless** the United States and USACE from any and all such claims, subject to any limitations in law.

10. This office, at its sole discretion, may reevaluate its decision to issue this permission at any time circumstances warrant, which may result in a determination that it is appropriate or necessary to modify or revoke this permission. Circumstances that could require a reevaluation include, but are not limited to, the following:

- a. you fail to comply with the terms and conditions of this permission;
- b. the information provided in support of your application for permission proves to have been inaccurate or incomplete; or
- c. significant new information surfaces which this office did not consider in reaching the original decision that the activity would not impair the usefulness of the water resources development project and would not be injurious to the public interest.

11. The Grantee acknowledges that it has inspected the Premises, knows its condition, and understands that the same is granted without any representations or warranties whatsoever and without any obligation on the part of the United States.

12. The exercise of the privileges herein granted shall be;

- a. without cost or expense to the United States.
- b. subject to the right of the United States to improve, use or maintain the Premises.
- c. subject to other outgrants of the United States on the Premises.
- d. personal to the Grantee, and this right-of-entry, or any interest therein, may not be transferred or assigned, without approval from the Operations Manager

13. No ground is to be disturbed and no permanent improvements shall be installed within the work and storage areas.

14. The Grantee shall keep the Premises in good order and in a clean, safe condition by and at the expense of the Grantee. The Grantee shall be responsible for any damage that may be caused to property of the United States by the activities of the Grantee under this license and shall exercise due diligence in the protection of all property located on the Premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the Grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefore by the Grantee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

15. The Grantee shall not discriminate against any person or persons or exclude them from participation in the Grantee's operations, programs or activities because of race, color, religion, sex, age, handicap or national origin in the conduct of operations on the Premises. The Grantee will comply with the Americans with Disabilities Act and attendant Americans with Disabilities Act Accessibility Guidelines (ADAAG) published by the Architectural and Transportation Barriers Compliance Board.

#### 16. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties to this right-of-entry shall protect the Premises against pollution of its air, ground and water. The Grantee shall comply with any laws, regulations, conditions, or instructions affecting the activity hereby authorized if issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the Premises is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by said Environmental Protection Agency, or any Federal, state, interstate or local governmental agency are hereby made a condition of this right-of-entry. The Grantee shall not discharge waste or effluent from the Premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The Grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from the Grantee's activities, the Grantee shall be liable to restore the damaged resources.

c. The Grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the Premises.

17. This right-of-entry is effective only insofar as the rights of the United States in the Premises are concerned; and the Grantee shall obtain any permit or license which may be required by Federal, state, or local statute in connection with the use of the Premises. It is understood that the granting of this right-of-entry does not preclude the necessity of obtaining a Department of the Army permit for activities which involve the discharge of dredge or fill material or the placement of fixed structures in the waters of the United States, pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (33 USC 403), and Section 404 of the Clean Waters Act (33 USC 1344).

18. On or before the expiration of this right-of-entry or its termination by the Grantee, the Grantee shall vacate the Premises, remove the property of the Grantee, and restore the Premises to a condition satisfactory to said officer. If, however, this right-of-entry is revoked, the Grantee shall vacate the Premises, remove said property and restore the Premises to the aforesaid condition within such time as the Real Estate Contracting Officer may designate. In either event, if the Grantee shall fail or neglect to remove said property and restore the Premises, then, at the option of said officer, the property shall either become the property of the United States without compensation therefore, or said officer may cause the property to be removed and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work. The Grantee shall also pay the United States on demand any sum which may be expended by the United States after the expiration, revocation, or termination of this license in restoring the Premises.

19. The Grantee must schedule a final inspection with the USACE Duluth office within thirty (30) days after completion of the work/usage to mutually determine the property has been restored to its previous condition.

20. The Grantee shall procure and maintain during the term of this right-of-entry, a liability insurance policy in the following minimum amount and affording coverage against liability for injury to persons, property or deaths of persons arising out of any activities resulting from the issuance of this license:

| TYPE                    | AMOUNT                 |
|-------------------------|------------------------|
| Comprehensive Liability | \$1,500,000 per event  |
| Bodily Injury           | \$1,500,000 per person |
| Property Damage         | \$1,500,000 per event  |

IN THE EVENT THE GRANTEE IS SELF-INSURED, THE GRANTEE SHALL CERTIFY SUCH SELF-INSURANCE IN WRITING IN THE MINIMUM AMOUNT SPECIFIED ABOVE TO SAID OFFICER.

The land affected by this permit or right-of-entry is located in County of St. Louis, State of Minnesota, and is depicted on the attached drawings, Exhibit "A."

WITNESS MY HAND AND SEAL this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**THE CITY OF DULUTH**

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

\_\_\_\_\_  
Type or Print Name

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

\_\_\_\_\_  
Type or Print Name

Dated: \_\_\_\_\_

Countersigned:

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

\_\_\_\_\_  
Type or Print Name

Approved as to form:

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

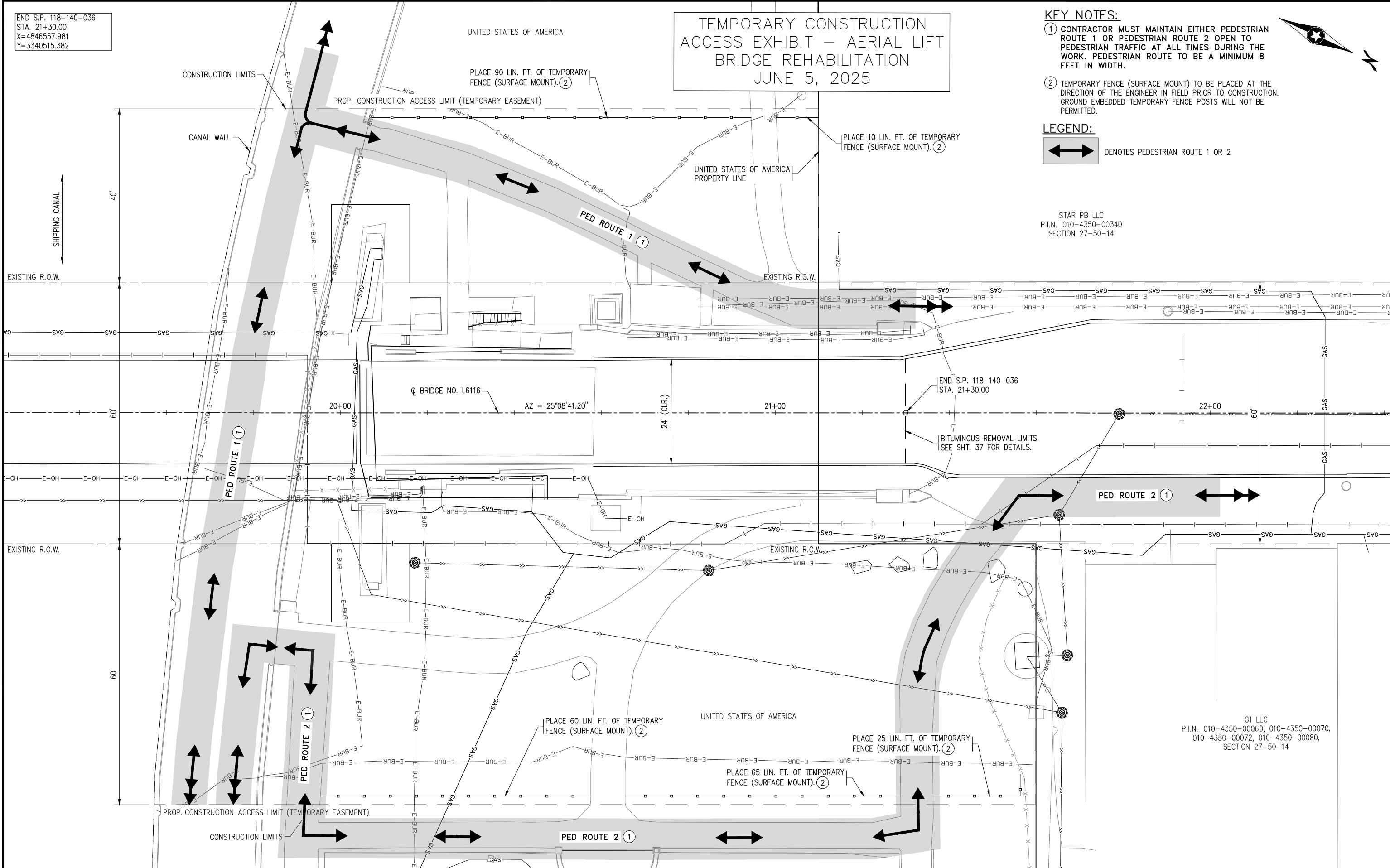
\_\_\_\_\_  
Type or Print Name

Accepted:

**UNITED STATES OF AMERICA**

By: \_\_\_\_\_  
**ANDREW M. SHELTON**  
Real Estate Contracting Officer  
U.S. Army Corps of Engineers  
Buffalo, Chicago, and Detroit Districts

BRIDGE NO.  
L6116



|          |          |                      |          |  |   |   |                          |         |           |                     |
|----------|----------|----------------------|----------|--|---|---|--------------------------|---------|-----------|---------------------|
|          |          |                      |          | <div>I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.</div> <div>NAME: _____ LIC. NO. <u>21833</u> DATE <u>06/05/2025</u></div> <div>JOSEPH D. LITMAN</div> | <div></div> <div>STATE PROJ. NO.<br/>118-140-036</div> | <div>TITLE:<br/>BRIDGE SURVEY PLAN<br/>(N. END TEMP. CONST. ACCESS)</div> | DES: KDM                 | DR: RAM | APPROVED: | BRIDGE NO.<br>L6116 |
| CHK: JWS | CHK: JDL |                      |          |  |   |   |                          |         |           |                     |
| REV. NO. | DATE     | REVISION DESCRIPTION | APPROVED |  |   |   | SHEET NO. 02 OF 2 SHEETS |         |           |                     |