

## **Exhibit 2**

### **TERMINATION**

This Termination (this "Termination") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2026 ("Effective Date") by and between the United States of America (the "Government"), represented by the Contracting Officer executing this Termination, the City of Duluth, Minnesota (the "City"), and the Duluth Seaway Port Authority, also known as the Seaway Port Authority of Duluth (the "Authority").

### **RECITALS**

WHEREAS, to facilitate the construction, operation and maintenance of the Erie Pier Confined Disposal Facility (the "Erie Pier CDF"), the City and the Authority entered into a Right of Entry Agreement in favor of the Government dated October 10, 1978 and a Supplemental Right of Entry Agreement in favor of the Government dated June 19, 1979 (collectively, the "Right of Entry Agreements"), which are attached as Exhibit A; and

WHEREAS, the Right of Entry Agreements furnished the Government all lands, easements and rights of way necessary for the construction, operation and maintenance of the Erie Pier CDF; and

WHEREAS, the Government and the Authority intend to enter into one or more new right of entry agreements in relation to the Erie Pier CDF; and

WHEREAS, due to the City no longer being involved in the ownership, operation or maintenance of the Erie Pier CDF or owning the land on which the Erie Pier CDF is located, the Government, the City and the Authority wish to terminate the Right of Entry Agreements.

NOW, THEREFORE, the parties agree as follows:

1. The Right of Entry Agreements are hereby terminated and of no further force and effect from and after the Effective Date.

IN WITNESS WHEREOF, the parties hereto have executed this Termination as of the day and year first above written.

**United States of America**

By \_\_\_\_\_  
Its \_\_\_\_\_

**City of Duluth, Minnesota**

By \_\_\_\_\_  
Its Mayor

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

Countersigned:

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

Approved as to form:

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

**Duluth Seaway Port Authority**

By \_\_\_\_\_  
Its Executive Director

# EXHIBIT A

## RIGHT-OF-ENTRY

The City of Duluth, Minnesota and the Seaway Port Authority of Duluth, each by its duly qualified and authorized officials whose signatures are affixed hereto, in consideration of the benefits and advantages which will accrue to said City and Port Authority by reason of the participation of the United States in the construction of a contained spoil disposal facility at Duluth, Minnesota as authorized by Section 123 of the River and Harbor Act of 1970 (Public Law 91-611) approved 31 December 1970, and in accordance with the required conditions of local cooperation as set forth in the agreement for local cooperation between the United States of America and the City of Duluth, Minnesota and the Seaway Port Authority of Duluth, dated April 25, 1978, do hereby grant to the United States of America, its officers, employees, agents, and assigns, and the Government's contractors, their officers, employees, successors and assigns, permission to enter upon the lands, easements, rights-of-way and other properties of said City and Port Authority designated by the permanent right-of-way line, temporary right-of-way line, access road right-of-way line, access road, and proposed access road on drawing entitled "Lake Superior, Duluth-Superior Harbor, Minnesota - Wisconsin, Diked Disposal Facility, Erie Pier Site, Site Plan" numbered LS-N-11/2 dated May 1978, for the purpose of constructing the said contained spoil disposal facility, for a period of two years or until such construction is completed, whichever occurs later, for the following specific purposes:

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Permission is granted to enter on the area designated on said drawing by the "permanent right-of-way line" for the purpose of locating and constructing thereon the contained spoil disposal facility contemplated by the above referenced local cooperation agreement including all acts necessary and incident to the construction.

Permission is granted to enter on the areas designated on said drawing by the "temporary right-of-way line" for use as a work area in connection with the construction of the contained spoil disposal facility including permission to move, store and remove equipment and supplies, and erect and remove temporary structures on the land and to perform any other work necessary and incident to the said construction including the removal therefrom of all trees, underbrush, obstructions and any other vegetation structures or obstacles.

Permission is granted to enter on the areas designated "access road right-of-way line", "access road" and "proposed access road" on said drawing to locate and construct thereon a road and appurtenances and to remove therefrom all trees, obstructions and obstacles located thereon for use incident to the construction.

Permission is further granted to enter on the area designated by the "permanent right-of-way line" on said drawing for a period of ten years from and after the completion of construction of the contained spoil disposal facility or until the completion of the use of the facility for disposal purposes, whichever occurs later, for the purpose of operating and maintaining the facility.

Permission is further granted to enter on the area designated by the "temporary right-of-way line" on the drawing which abuts the Burlington Northern Railroad tracks for a period of ten years from and after the completion of construction of the contained spoil disposal facility or until the completion of the use of the facility for disposal purposes, whichever occurs later, for the purpose of access to the facility and the construction and maintenance thereon of a road and the performance of other acts incident to the operation, repair and maintenance of the facility.

Permission is further granted to enter on any parts of the areas designated "access road right-of-way", "access road" and "proposed access road" on said drawing which do not lie within the right-of-way of a public street, for a period of ten years from and after the completion of construction of the facility or until the completion of the use of the facility for disposal purposes, whichever occurs later, for the purpose of access to the facility and the construction and maintenance thereon of a road.

The referenced drawing is on file in the office of the City Clerk of the City of Duluth, Minnesota, and in the office of the District Engineer, U.S. ARmy Engineer District, St. Paul, and by this reference thereto is made a part hereof.

IN WITNESS WHEREOF, the City of Duluth, Minnesota has caused  
its Corporate name to be hereunto signed by its Mayor, attested  
by the City Clerk this 10th day of October, 1978.

CITY OF DULUTH

By Robert C. Beaudin  
(Robert C. Beaudin, Mayor)

ATTEST:

Kathleen M. Patt  
Clerk

IN WITNESS WHEREOF, the Seaway Port Authority of Duluth has caused  
its corporate name to be signed by its President, attested  
by the Secretary this 5th day of October, 1978.

SEAWAY PORT AUTHORITY OF DULUTH

By Fred C. Barrett  
(Fred C. Barrett)

ATTEST:

Lois Kundel  
(Lois Kundel)

DULUTH HARBOR, MINNESOTA  
CONTAINED SPOIL DISPOSAL FACILITY

ATTORNEY'S CERTIFICATE AS TO RIGHT-OF-WAY

I, William P. Dinan, certify that I am the City Attorney for the City of Duluth, Minnesota, and that I am a duly licensed attorney, qualified and authorized to practice law in the State of Minnesota.

I further certify that I have made or caused to be made an examination of the land records of St. Louis County, State of Minnesota, as well as the original instruments conveying certain interests to the City of Duluth and the Seaway Port Authority of Duluth within the corporate limits of the City of Duluth in those lands shown on drawing entitled, "Lake Superior, Duluth-Superior Harbor, Minnesota-Wisconsin, Diked Disposal Facility, Erie Pier Site, Site Plan" numbered LS-N-11/2 dated May 1978.

The referenced drawing is on file in the office of the City Clerk of the City of Duluth, Minnesota, and in the office of the District Engineer, U.S. Army Engineer District, St. Paul, and by this reference thereto is made a part hereof.

From the foregoing examination I am of the opinion that the City of Duluth together with the Seaway Port Authority of Duluth is vested with:

1. Fee simple title in and to the lands identified on said drawing as permanent right-of-way.

2. A perpetual easement and right-of-way in and to the lands identified on said drawing by the designation "access road right-of-way line", "access road" and "proposed access road" to locate, construct, operate and maintain a road and appurtenances thereto; together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions, and other vegetation, structures or obstacles within the limits of the right-of-way.

3. A temporary easement and right-of-way for a period of two years or until the completion of construction of the disposal facility, whichever occurs later, in and to those lands identified on the drawing by the "temporary right-of-way line" for a work area including the right to move, store and remove equipment and supplies, and erect and remove temporary structures on the land and to perform any other work necessary and incident to the construction of the Duluth Harbor Contained Spoil Disposal Facility, together with the right to trim, cut, fell, and remove therefrom all trees, underbrush, obstructions and any other vegetation, structures, or obstacles within the limits of the right-of-way.

4. A temporary easement and right-of-way for a period of ten years from and after the completion of the construction of the contained spoil disposal facility or until the completion of the use of the facility for disposal purposes, whichever occurs later, in and to the lands identified on the drawing by the "temporary right-of-way line" which abuts the Burlington Northern Railroad tracks, for purposes of access to the facility, construction and maintenance of a road including the removal of all trees, obstructions, vegetation, structures or obstacles within

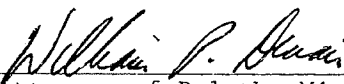


the right-of-way, and the performance of other acts incident to the operation, repair and maintenance of the facility.

I further certify that the City of Duluth and the Seaway Port Authority of Duluth together have the full power and necessary right, title and interest in and to said lands to grant exclusive permission to the United States of America, its officers, employees, agents and assigns to enter upon the lands above described for the above stated purposes except any part of the right-of-way which lies within the limits of a public street.

See notes (three in number) attached.

Signed and dated at Duluth, Minnesota this 10th day of October, 1978.

  
City Attorney of Duluth, Minnesota

I, Robert C. Maki Attorney for the Seaway Port Authority of Duluth hereby concur with the foregoing certificate.

  
Attorney for Seaway Port Authority of Duluth

- Note 1. Those parts of the right of way which consist of land and land covered with water riparian to Ontario, Pittsburgh, and Philadelphia Piers, Plat of Oneota (property between the projected centerline of 41st Avenue West and 44th Avenue West) are subject to the reservation of all Minerals and Mineral Rights to the State of Minnesota. See Opinion with respect thereto attached.
- Note 2. Those parts of the right of way which consist of land and land covered with water riparian to St. Marie Pier, are subject to a perpetual easement, granted October 10, 1977, running to Zenith Dredge Company, a Minnesota Corporation, for the purpose of using any waters or channels therein for free water ingress and egress to the premises, and for maneuvering and storing vessels, barges, and other water equipment, which perpetual easement has, by Agreement dated July 27, 1978, been surrendered and absolutely subordinated to the interests of the City of Duluth and Seaway Port Authority of Duluth, as is necessary, as determined by the Secretary of the Army or his designate, to allow the City of Duluth and Seaway Port Authority of Duluth to exercise exclusive control of the site until October 10, 1979, or until construction of the facilities contemplated on the site, and surrendered and subordinated to the first use of the City of Duluth and Seaway Port Authority of Duluth, and its designate, the U. S. Army Corps of Engineers until October 10, 1987, or until notice of release of the site by the U.S. Army Corps.
- Note 3. Those portions of the right of way between Line A-4.3, R-3.3 and the northeasterly projection thereof, and a line parallel thereto and distant 35 feet southeasterly thereof, are subject to the following right in Burlington Northern, Inc., "Grantor" in the instrument from which said right is abstracted:

EXCEPTING AND RESERVING unto Grantor and subject to Grantor's right of first refusal for a period of 20 years to repurchase the premises on the same terms and conditions of any bona fide offer Grantee shall receive which is acceptable to Grantor. Grantor shall have sixty (60) days from the date Grantor receives from Grantee a registered letter advising Grantor of such offer and if Grantor elects to repurchase said premises Grantor shall notify Grantee in writing within said sixty (60) day period. Grantor shall, after notifying Grantee of its intent to repurchase said premises, promptly execute the necessary instruments and tender the money to close the sale of the premises in accordance with the terms of such bona fide offer. Such right of first refusal by Grantor shall be subject to the approval of the Secretary of the Army as required by Section 123(f) of P.L. 91-611, as well as other relevant provisions of Section 123(f) (33U.S.C.A. 1165a).

Relating to Note 1.

OPINION TO THE U.S. ARMY CORPS OF ENGINEERS

RE: Diked Disposal Facility

Erie Pier Site

Oct. 10, 1978

Gentlemen:

As attorney for the Seaway Port Authority of Duluth, Minnesota, co-sponsor with the City of Duluth, Minnesota, in an agreement dated April 25, 1978, with the United States of America for local cooperation at Duluth Harbor, Minnesota, and in connection with the delivery of Attorneys Certificate As To Right of Way dated Oct. 10, 1978, relating to the above project, we hereby render the following opinion relating to Note #1 appended to that opinion, covering severed minerals, mineral rights and reservations.

Based upon examination of the following documents:

1. Constitution of the State of Minnesota;
2. Laws of the State of Minnesota, specifically including Minn. Stat. Chapter 93, with special reliance upon Minn. Stat. Section 93.354;
3. Minn. Stat. Chapter 458;
4. Minnesota Supreme Court case law, including Union Depot Railroad Street & Transfer Co. v. Brunswick, 31 Minn. 297, 17 N.W. 626; Hanford v. St. Paul & Duluth Railroad Co., 43 Minn. 104, 44 N.W. 1144; Miller v. Mendenhall, 43 Minn. 95, 44 N.W. 1141; State v. Slotness, 289 Minn. 485, 185 N.W.2d 530;
5. Such other documents as we have deemed necessary as a basis for the opinion hereinafter expressed.

We are of the opinion that in any attempt by the State of Minnesota itself, or by or through any agent, lessee, or successor in interest under any lease, contract or agreement, to mine, remove or dispose of minerals, whether the exercise of said right is under the reservation of mineral rights to the State of Minnesota by deed, or under the paramount sovereign right of the State of Minnesota in a submerged lakebed, the State of Minnesota has a statutory and Minnesota Supreme Court imposed duty to institute eminent domain proceedings and to compensate the surface owner and its successors in interest for injury or damages sustained by such exercise of rights, including compensation for loss of rights which result to the City of Duluth, Seaway Port Authority of Duluth, or the U.S. Army Corps of Engineers.

We hereby consent to the use of our name and reference to our opinion in any opinion of counsel for the U.S. Army Corps of Engineers in connection with the above-described project.

Sincerely yours,

*Robert C. Maki*

ROBERT C. MAKI

Attorney for Seaway Port Authority of Duluth, Minnesota.

I, William P. Dinan, City Attorney for the City of Duluth, Minnesota, hereby concur with the foregoing opinion.

*William P. Dinan*  
WILLIAM P. DINAN

SUPPLEMENTAL  
RIGHT-OF-ENTRY

The City of Duluth, Minnesota and the Seaway Port Authority of Duluth, each by its duly qualified and authorized officials whose signatures are affixed hereto, in consideration of the benefits and advantages which will accrue to said City and Port Authority by reason of the participation of the United States in the construction of a contained spoil disposal facility at Duluth, Minnesota, as authorized by Section 123 of the River and Harbor Act of 1970 (Public Law 91-611) approved 31 December 1970, and in accordance with the required conditions of local cooperation as set forth in the agreement for local cooperation between the United States of America and the City of Duluth, Minnesota, and the Seaway Port Authority of Duluth, dated April 25, 1978, do hereby grant to the United States of America, its officers, employees, agents, and assigns, and the Government's contractors, their officers, employees, successors and assigns, permission to enter upon the additional lands, easements, rights-of-way and other properties of said City and Port Authority designated by the revised permanent right-of-way line on drawing entitled "Lake Superior, Duluth-Superior Harbor, Minnesota-Wisconsin, Diked Disposal Facility, Erie Pier Site, Site Plan", numbered LS-N-11/2, dated May 1979, for the purpose of constructing the said contained spoil disposal facility, for a period of two (2) years or until such construction is completed, whichever occurs later, for the following specific purpose:

Permission is granted to enter on the additional area designated on said drawing by the "revised permanent right-of-way line" for the purpose of locating and constructing thereon necessary portions of the contained spoil disposal facility contemplated by the above referenced local

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cooperation agreement including all acts necessary at incident to the construction.

The referenced drawing is on file in the office of the City Clerk of the City of Duluth, Minnesota, and in the office of the District Engineer, U.S. Army Engineer District, St. Paul, and by this reference thereto is made a part hereof.

This Right-of-Entry expands the rights and privileges previously granted under Right-of-Entry given jointly by the City of Duluth, Minnesota, 10 October 1978, and the Seaway Port Authority of Duluth, 5 October 1978, and shall in no way operate to revise, delete or supersede, or otherwise affect that Right-of-Entry except as hereinabove provided.

IN WITNESS WHEREOF, the City of Duluth, Minnesota, has caused its Corporate name to be hereunto signed by its Mayor, attested by the City Clerk this 19<sup>th</sup> day of June, 1979.

CITY OF DULUTH

By.....

(Robert C. Beaudin, Mayor)

ATTEST:

.....Kathleen M. Watz.....  
(Clerk)

IN WITNESS WHEREOF, the Seaway Port Authority of Duluth has caused its corporate name to be signed by its PRESIDENT, attested by the SECRETARY this 19<sup>th</sup> day of JUNE, 1979.

SEAWAY PORT AUTHORITY OF DULUTH

By.....

PRIC.

ATTEST:

.....Ann M. Mander.....  
SEC.

DULUTH HARBOR, MINNESOTA  
CONTAINED SPOIL DISPOSAL FACILITY

ATTORNEY'S CERTIFICATE AS TO ADDITIONAL RIGHT-OF-WAY

I, WILLIAM P. DINAN, certify that I am the City Attorney for the City of Duluth, Minnesota, and that I am a duly licensed attorney, qualified and authorized to practice law in the State of Minnesota.

I further certify that I have made or caused to be made an examination of the land records of St. Louis County, State of Minnesota, as well as the original instruments conveying certain interests to the City of Duluth and the Seaway Port Authority of Duluth within the corporate limits of the City of Duluth in those lands shown on drawings entitled, "Lake Superior, Duluth-Superior Harbor, Minnesota-Wisconsin, Diked Disposal Facility, Erie Pier Site, Site Plan", numbered LS-N-11/2 dated May 1979.

The referenced drawing is on file in the office of the City Clerk of the City of Duluth, Minnesota, and in the office of the District Engineer, U.S. Army Engineer District, St. Paul, and by this reference thereto is made a part hereof.

From the foregoing examination I am of the opinion that the City of Duluth, together with the Seaway Port Authority of Duluth, is vested with:

Fee simple title in and to the lands identified on said drawing  
revised  
as/permanent right-of-way.

I further certify that the City of Duluth and the Seaway Port Authority of Duluth together have the full power and necessary right, title and interest in and to said lands to grant exclusive permission to the United States of America, its officers, employees, agents and

assigns to enter upon the lands above described for the above stated purposes except any part of the right-of-way which lies within the limits of a public street.

Signed and dated at Duluth, Minnesota this 13<sup>th</sup> day of June, 1979.

.....William F. Quinn.....  
City Attorney of Duluth, Minnesota

I, ROBERT C. MAKI Attorney for the Seaway Port  
Authority of Duluth hereby concur with the foregoing certificate.

.....Robert C. Maki.....  
Attorney for Seaway Port Authority of Duluth