

Exhibit A

**LICENSE AGREEMENT  
TO ENTER ON PROPERTY AND PERFORM SNOW DUMPING DULUTH  
SEAWAY PORT AUTHORITY  
AND  
CITY OF DULUTH**

THIS AGREEMENT, effective as of the date of attestation thereto by the City Clerk, by and between CITY OF DULUTH, a municipal corporation (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.

**ARTICLE I  
LICENSE AND TERM**

The Authority hereby grants to City a non-exclusive license upon the terms and provisions stated herein, and revocable at any time with or without cause in the sole discretion of the Authority to enter onto, including access, to certain property adjoining the confined disposal facility all as shown on Exhibit A, located at Erie Pier, owned by the Authority (“Licensed Premises”). The term of this license will commence on the Effective Date hereof and run until May 15, 2019, unless earlier terminated. Thereafter the License herein granted shall be deemed to run from year to year unless one of the parties thereto shall give the other party notice of termination in writing as provided for in Article VIII below prior to July 1 of any year of the Term hereof. Said License is granted for the sole purpose of dumping snow and “related materials” removed from Public Property. For the purposes of this Agreement, “related materials shall include but not be limited to sand, gravel, salt, other deicing chemicals or chemical compounds and various forms of debris included in the snow removed from Public Property.

**ARTICLE II  
COMPLIANCE WITH LAWS, PROTECTION OF OTHER PROPERTIES**

During the term of this Agreement City and all persons accompanying their officers, agents, employees and invitees onto the Licensed Premises shall fully comply with all applicable laws. Neither City, their officers, agents, employees, or invitees, nor anyone accompanying City, their officers, agents, employees, or invitees shall deposit solid waste or liquid waste on or commit waste on or damage to the Licensed Premises or allow any public or private nuisance or other act or thing to take place, other than snow dumping in the Licensed Premises.

**ARTICLE III  
RELEASE AND INDEMNIFICATION OF THE AUTHORITY**

In and for good and valuable consideration for the license given herein by the Authority, City hereby fully and forever releases and discharges the Authority and its agents, servants, employees, administrators, executors, successors, or assigns of and from all manner of actions, causes and causes of action, suits, debts, dues, contracts, controversies, agreements, promises, damages, judgments, executions, claims and demands whatsoever, in law or in equity, in any way arising solely from any and all injuries, losses, death and/or damages to persons and/or property arising out of the activities of City their employees, agents, representatives, officers, licensees, invitees, or servants using,

occupying or visiting the Licensed Premises or who are by, in or on the same.

City agrees to indemnify, defend and hold harmless Authority against and from any such liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing solely out of any work done, labor performed or materials furnished by City at the Licensed Premises including spills, leaks and cross-contamination up to the limits of liability prescribed in Minnesota Statutes Section 466.04.

#### **ARTICLE IV ASSIGNMENT AND SUBLICENSING**

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

#### **ARTICLE V TERMINATION**

The Authority may, in its sole discretion, revoke the license at any time and for any reason after the giving of notice by the Authority, by its Executive Director or his designee to City, as provided for in Articles I and IX hereof.

#### **ARTICLE VI CLEANING OF LICENSED PREMISES**

No later than June 1<sup>st</sup> of each year of the Term of this License, City will cause the Licensed Premises to be cleaned of all surface garbage and debris deposited by it in the course of its snow dumping operations for portions of the property used solely by the City. Authority shall provide City with reasonable access to the Licensed Premises for this purpose. The Authority shall have the Licensed Premises assessed and sampled and obtain a report of the condition of the surface soils on the Licensed Premises prior to and following City's use of the Licensed Premises hereunder. City shall be responsible for the costs of such inspections and report and shall reimburse Authority for such costs upon invoicing by Authority for portions of the property used solely by the City.

In the event that the Authority determines that oil or other fluid have leaked from the equipment, or if other debris or waste, including salt, is left on the Licensed Premises or if a release of petroleum, hazardous substance, pollutants or contaminants has occurred, and a regulatory agency having proper jurisdiction requires clean up action, City will properly perform and leave the Licensed Premises in a condition complying with the regulatory agency requirements and Authority's satisfaction for portions of the property used solely by the City. In the event that City fails to clean the Licensed Premises, the Authority shall cause the Licensed Premises to be cleaned and City shall be responsible for all costs of clean-up for portions of the property used solely by the City. City will not be responsible for the cleanup of any conditions reported in the assessment and sampling prior to the City's use of Licensed Premises. City shall have access to the Authority's gate lock.

10.5 Headings. The headings appearing at the beginning of the several sections contained in this Agreement have been inserted for identification and reference purposes only and shall not be used in the construction and interpretation of this Agreement.

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

CITY OF DULUTH

DULUTH SEAWAY PORT AUTHORITY

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

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

And By \_\_\_\_\_  
Its City Clerk

Dated: \_\_\_\_\_, 2018

Countersigned:

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

Approved as to form:

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

**EXHIBIT A**  
**LICENSED PREMISES**