

Exhibit 1

RIGHT OF ENTRY LICENSE AGREEMENT

This Right of Entry License ("Agreement") is entered into effective as of _____, 2023 (the "Effective Date"), by and between **Minnesota Power, a division of ALLETE, Inc.**, a Minnesota corporation, ("MP") and **City of Duluth, a Minnesota municipal corporation and political subdivision** ("Licensee").

MP is the owner of certain real property legally described as:

That part of Lots 9, 10, 11, 12, 13, 14 and 15, Block 99, formerly occupied by the N.P. Railway Right of Way, West Duluth, Fourth Division, St. Louis County, Minnesota.

Lots 11, 12, 13, 14, 15 and 16, Block 99, EXCEPT those parts formerly occupied by the N.P. Railway Right of Way, West Duluth, Fourth Division, St. Louis County, Minnesota.

Lots 15 and 16, Block 100, EXCEPT those parts occupied by the N.P. Railway Right of Way, West Duluth, Second Division, St. Louis County, Minnesota

(collectively, the "Property").

MP hereby grants to Licensee a non-exclusive license and conditional right to enter upon and access (the "License") the Property as described above and depicted in yellow shading on the attached Exhibit A (the "License Area"), subject to and conditioned upon the following terms and conditions:

1. License Period. The License shall commence on the Effective Date and shall continue until December 31, 2043 at which point it shall terminate.

2. Permitted Activities. The License shall be for the purpose of constructing, maintaining, and operating a non-motorized public use trail as part of the Duluth Cross City Trail, which trail may be opened and closed to public use as determined by Licensee (the "Permitted Activities"). Licensee shall, at its own expense, be responsible for all maintenance necessary to keep the trail in a safe condition during such times that the trail is open to public use, including, but not limited to, snow removal and trash/debris removal.

3. Laws and Regulations. Licensee agrees to abide by and to conduct its activities, and to cause its agents to abide by, and conduct their activities hereunder in accordance with all applicable governmental laws, rules and regulations and standard industry practices, and in a manner that does not interfere with the operations of MP and/or its contractors.

4. Relocation. MP reserves the right to maintain the Property and to operate any facilities thereon in such manner as will best enable it to fulfill its own service requirements. In the event MP shall need to have the License Area relocated, MP will attempt to find a suitable location on the Property but relocation and reconstruction costs will be the sole responsibility of Licensee.

5. Other Interests. In the event the License includes property in which other people have an easement or lease, Licensee shall obtain written permission from such other persons to construct, maintain and use the License Area on such property.

6. Insurance. Licensee, and its contractors and subcontractors, shall carry (i) Comprehensive General Liability Insurance providing bodily injury, including death, personal injury and property damage coverage with a combined single limit of at least \$2,000,000 per occurrence or claim and a general aggregate limit of at least \$5,000,000; (ii) Automobile Public Liability Insurance providing bodily injury and property damage with a combined single limit of at least \$2,000,000 per occurrence or claim and; (iii) Worker's Compensation Insurance, as required by law, and Employer's Liability Insurance with a limit

of at least \$1,000,000 each accident. MP and its affiliates shall be included as an additional insured on said policies of insurance in (i) and (ii) above. Licensee hereby waives and shall cause its insurers of the required insurance to waive, all rights of subrogation against MP when permitted by law. The insurance required hereunder shall be primary over any coverages maintained by MP. No entry shall be permitted hereunder unless and until certificates of insurance reflecting the required insurance have been delivered to MP. Licensee may fulfill the above insurance obligations in whole or in part through self-insurance.

7. Indemnity. Except to the extent caused by the negligence or, or by the gross negligence or willful misconduct of MP, Licensee shall indemnify, hold harmless and defend MP and its affiliates and their respective employees, agents and contractors (collectively the "MP Indemnified Parties"), from and against any and all losses, damages, claims, legal actions, liabilities, costs and expenses (including, but not limited to, reasonable attorney's fees and court costs) resulting from Licensee's access or performance of the Permitted Activities by Licensee, its contractors, or anyone accessing the Property by, through or under Licensee, pursuant to the rights granted to Licensee hereunder. This indemnification obligation shall survive the expiration or termination of this Agreement.

8. Damages. Licensee agrees that Licensee shall be responsible for any damage caused by any of the activities conducted by Licensee, its employees, agents, or contractors, or anyone accessing the Property by, through or under Licensee or its contractors, pursuant to the rights granted to Licensee hereunder.

9. Right to Removal. Nothing in this Agreement will be construed to deny or otherwise limit MP's right to refuse entry to, or to remove immediately from the Property, any person.

10. Remediation/Restoration. Licensee is solely responsible for proper remediation of any environmental incident arising out of Licensee's activities on the License Area, including any reporting, notification, expense, fines or penalties resulting from such an incident. Licensee shall also notify MP of any environmental releases on or from the License Area. In the event Licensee's activities disturb soils or other materials on the Property, Licensee shall take reasonable efforts to repair or restore the Property to reflect its pre-Licensee activity condition and shall compensate MP for damages resulting from any disturbance that is not so repaired or restored by Licensee.

11. Assignment. This Agreement is not assignable by Licensee without the prior written consent of MP.

12. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, together, shall be deemed to be one and the same instrument.

[Remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, this Agreement is executed by the parties on the dates set forth below to be effective for all purposes as of the date first set forth above.

GRANTOR:

Minnesota Power,

a division of ALLETE, Inc.

By: _____

Its: _____

Date: _____

LICENSEE:

City of Duluth

By: _____
Mayor

ATTEST:

City Clerk

Dated: _____

COUNTERSIGNED:

City Auditor

APPROVED AS TO FORM:

City Attorney

