

**CHARGING STATION LICENSE AGREEMENT
BETWEEN CITY OF DULUTH AND
MINNESOTA POWER**

THIS LICENSE AGREEMENT (this "License Agreement") is entered into by and between the City of Duluth, a municipal corporation created and existing under the laws of the State of Minnesota ("City") and Minnesota Power, a division of ALLETE, Inc, a Minnesota corporation ("Minnesota Power").

Recitals

- A. City is the owner of certain real property in St. Louis County, Minnesota legally described in Exhibit A-1 and depicted in Exhibit A-2 attached hereto (the "Premises").
- B. Minnesota Power has received a grant to install a charging station within the Premises (the "Minnesota Power Charging Station").
- C. Minnesota Power and the City desire to enter into this Agreement to allow Minnesota Power access to the Premises for the purposes permitted by this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

- 1. THE LICENSE. Subject to the terms and conditions set forth in this Agreement:
 - A. City hereby grants to Minnesota Power an exclusive license to enter and occupy that portion of the Premises, legally described in Exhibit B-1 and depicted in Exhibit B-2 (the "Licensed Area") for the construction, installation, operation, use, inspection maintenance, repair, replacement, relocation, and removal of the Minnesota Power Charging Station (defined below), as well as those uses indicated in Paragraphs B–D, below.
 - B. City grants Minnesota Power a non-exclusive license over and across the Premises for vehicular and pedestrian access to and from the Licensed Area at reasonable times. City shall use its best efforts to ensure Minnesota Power shall have access to and from the Licensed Area over and across the Premises for vehicular and pedestrian access to and from the Licensed Area 24 hours per day, 7 days per week and 365/366 days per year.
 - C. City grants to Minnesota Power a non-exclusive license over and across areas of the Premises adjacent to the Licensed Area for Minnesota Power's use, from time to time, as is reasonably necessary for Minnesota Power's construction, installation, operation, use, inspection maintenance, repair, replacement, relocation, or removal of the Charging Station, including staging.

- D. City grants to Minnesota Power a non-exclusive license over, under and across the Premises to trim, remove, or otherwise control any trees, brush or other vegetation that are located within the Licensed Area or located adjacent to the Licensed Area and may, in Minnesota Power's reasonable opinion, at any time interfere with the Charging Station. Minnesota Power shall consult with City's Park Maintenance prior to the removal of, or substantial disturbance to, any tree, brush, or vegetation on the Premises, other than routine trimming or clearing necessary for the installation, maintenance, or safe operation of the Minnesota Power Charging Station.
 - E. Minnesota Power acknowledges and understands the following:
 - i. The Premises is public property and the cooperation with all users and coordination of activities is required, including ingress and egress and use of amenities and related improvements.
 - ii. City's Properties and Facilities Manager (the "Manager") shall ultimately determine the appropriate use of the Premises and shall decide disputes between Minnesota Power and other users of the Premises and Licensed Area.
 - F. Minnesota Power, and to the extent authorized by Minnesota Power, its Charging Station users, customers, invitees, contractors, agents, and employees (the "**Authorized Parties**") may use the licenses set forth in this Agreement for the purposes set forth herein.
 - G. Minnesota Power's use of the Licensed Area and Premises shall in no way limit or restrict City's or the public's use of the Premises. City shall continue to enjoy unlimited access to the Premises, including the Licensed Area, for public use, events and other purposes from time to time during the Term (defined below). Minnesota Power acknowledges that the Licensed Area may not be accessible during such times for Minnesota Power and its Authorized Parties. Minnesota Power acknowledges that City intends to make improvements to the Premises including the installation of City's own charging station ("City Charging Station") during the Term and Minnesota Power's Charging Station must not interfere with the City Charging Station.
2. TERM. Notwithstanding the date of execution of this Agreement, the term of this Agreement shall commence on _____, 2025 ("Commencement Date") and shall continue for a term of ten (10) years, unless earlier terminated as permitted by this Agreement (the "Initial Term"). After the Initial Term, this Agreement may be renewed for one additional (5) year upon Minnesota Power giving City written notice at least one hundred and eighty (180) days before the end of the Initial Term. Upon such extension, "Term" shall include the extended period.

3. LICENSE FEE. Minnesota Power shall have the use of the Licensed Area at no cost. The parties agree that the benefit to the Premises and the public benefit of the Minnesota Power Charging Station shall be considered adequate consideration for the Term and extension(s) of the Term. The Minnesota Power Charging Station shall be completed by Minnesota Power at no cost to the City.
4. LIMITED USE. The Licensed Area and Premises may only be used by Minnesota Power in connection with the Minnesota Power Charging Station and for no other purpose. The exact plans for the Minnesota Power Charging Station shall be provided to the Manager for approval, which shall not be unreasonably withheld. Any activities not approved by the Manager may be grounds for termination of this Agreement.
5. ADDITIONAL AUTHORIZATION. Minnesota Power acknowledges that this Agreement only provides a license to use the Licensed Area to complete the Minnesota Power Charging Station, and limited access to the Premises. Minnesota Power shall obtain the proper permits, license, or other permissions needed from various local, state, and/or federal agencies and entities to execute the Minnesota Power Charging Station.
6. TERMINATION.
 - A. This Agreement shall terminate:
 - i. at the expiration of the Term;
 - ii. by mutual agreement of the parties at any time;
 - iii. by City, unilaterally, with or without cause, upon ninety (90) days' written notice to Minnesota Power;
 - iv. by City upon ninety (90) days' written notice in the event of a change of use or abandonment;
 - v. by City upon ninety (90) days' written notice in the event of the transfer, sale or assignment to entities other than to Minnesota Power's affiliates or subsidiaries unless written consent is provided by City; or
 - vi. at City's option, upon the failure of the Minnesota Power to comply with any material term or condition of this Agreement, except that Minnesota Power shall have thirty (30) days from the date Minnesota Power receives notice from the Licensor to cure the default or violation, or such longer period as may be reasonably necessary to cure, provided that Minnesota Power is acting diligently to pursue a cure.
 - vii. City may terminate this Agreement immediately on notice to Minnesota Power if City believes in good faith that the health, welfare, or safety of the licensed users of the Premises, adjacent properties, or the public

would be placed in immediate jeopardy by the continuation of this Agreement.

- B. Notwithstanding the foregoing, Minnesota Power may terminate this Agreement with or without cause by providing at least ninety (90) days written notice to City.
 - C. Promptly following expiration or termination of this Agreement but in no event less than 60 days thereafter, Minnesota Power will remove all above-grade Charging Station equipment from the Licensed Area, in a manner which ensures that no safety hazards remain related to such equipment. Minnesota Power shall, to the City's reasonable satisfaction, cap off and secure, but not remove, any underground electrical wiring and conduits. This obligation to remove equipment shall survive termination for a period of one (1) year.
7. CITY WARRANTY. City makes no representation that the Licensed Area or Premises is suitable for any particular purpose or specific uses and Minnesota Power accepts the Licensed Area and Premises in "as is" condition without representations or warranties of any kind. City makes no warranties that it actually owns or has an interest in the Premises.
8. CHARGING STATION FACILITIES
- A. Each Minnesota Power Charging Station includes all EV charging equipment, signage, equipment, meters, hardware, and software, and supporting equipment and structures installed by Minnesota Power, including electric distribution cabinets and equipment, concrete pads, and protective bollards. The number and approximate location of each Minnesota Power Charging Station is indicated in Exhibit B-2. With prior notice to the Manager, Minnesota Power (itself or through its authorized parties), at reasonable times for any reasonable reason, may upgrade, revise, alter, swap, or remove all or part of any Minnesota Power Charging Station in the Licensed Area, and may perform security assessments and install reasonable security features, including lighting or cameras in the Licensed Area, at Minnesota Power's sole cost and expense.
 - B. With the Manager's prior approval, which shall not be unreasonably withheld, conditioned, or delayed, Minnesota Power may paint, place, erect, or project signs, marks, or advertising devices within the Licensed Area and any other area(s) identified in Exhibit B-2, including but not limited to signage on or around the Minnesota Power Charging Station designating the area "*EV Charger Parking Only*." Minnesota Power shall seek all other approvals required under applicable laws, ordinances, and regulations for such signs, marks or advertising devices.

- C. Minnesota Power shall retain all ownership rights in the Minnesota Power Charging Station. Minnesota Power shall have the right to remove all or a portion of the Minnesota Power Charging Station at any time during the Term or within six months after expiration or termination of this Agreement, whether or not the items are considered fixtures or attachments to the Licensed Area under applicable law. Minnesota Power shall have the right to replace the Minnesota Charging Station and related equipment during the Term.
- D. Minnesota Power acknowledges that City has the right to charge parking fees for the EV Parking Spaces at the same rates applicable to other parking spaces on the Premises, determined in the sole discretion of the City. Minnesota Power may, in its discretion, determine the type and amount of user fees and method of payment to Minnesota Power; and City is not entitled to such user fees of the Minnesota Power Charging Station from Minnesota Power. Minnesota Power shall provide written notice to the Manager in advance of user rate changes. On a monthly basis, Minnesota Power shall report its collected user fees to City. Minnesota Power shall cooperate with City to ensure that users of the Minnesota Power Charging Station pay applicable parking fees charged by the City.
- E. City agrees to cooperate with and allow Minnesota Power to take reasonable measures (including towing), to discourage non-EV vehicles from parking in the Licensed Area. Minnesota Power shall discourage its users from idling in the EV Parking Spaces.
- F. Minnesota Power is solely responsible for any real or personal property taxes imposed on the Minnesota Power Charging Station. All other real or personal property taxes related to the Premises remain the sole obligation of the City.

9. MAINTENANCE AND RESTORATION

- A. Minnesota Power shall, at its sole cost, inspect, maintain, and operate the Minnesota Power Charging Station. This requirement shall survive expiration of the Term. If there are operational or maintenance issues with the Minnesota Power Charging Station, City will not undertake any repair; instead City will promptly notify Minnesota Power of any operational or maintenance issue. Minnesota Power shall promptly correct such issues, but Minnesota Power does not guarantee uninterrupted or continual operation of the Minnesota Power Charging Station and may interrupt operation which deemed necessary, in Minnesota Power's sole discretion.
- B. Prior to the expiration of the Term, Minnesota Power shall restore the Licensed Area and Premises to the equivalent of its original condition at the time of execution of this Agreement or better, or upon demand, pay to City the reasonable costs incurred by City to repair any damage done to the Licensed

Area and Premises by Minnesota Power, its employees, servants, agents, contractors, invitees, and licensees.

- C. Minnesota Power shall not make any alterations or improvements to the Licensed Area or Premises that are not herein described without the prior written consent of Manager and then only upon the terms and conditions which may be imposed by the City. Minnesota Power shall pay to City upon demand the reasonable costs incurred by City to repair any damage done to the Licensed Area or Premises by Minnesota Power, its employees, servants, agents, contractors, invitees, and licensees.

10. INTELLECTUAL PROPERTY.

- A. As between the parties, Minnesota Power retains ownership of all of Minnesota Power "Intellectual Property" (each copyright, patent, trademark, service mark, name, logo, design, domain name, trade secret, know-how, and each unique concept, data, or knowledge eligible for legal protection as intellectual property under applicable law). City has, and will obtain, no right in any Minnesota Power Intellectual Property. Any document in any format prepared by or under the direction of Minnesota Power in connection with a Minnesota Power Charging Station is solely and exclusively Minnesota Power Intellectual Property.
- B. City may not use Minnesota Power's name or any Minnesota Power Intellectual Property without Minnesota Power's prior written consent. City agrees that it will not place a logo, trademark, service mark, or advertising device on any portion of the Minnesota Power Charging Station or in the Licensed Area without Minnesota Power's prior written consent. Minnesota Power may advise mapping services, vehicle navigation system manufacturers, or smart phone application developers of the existence of the Minnesota Power Charging Station at the Licensed Area. To promote and inform the public about the Minnesota Power Charging Station, Minnesota Power may disclose to the public information about the location of the Minnesota Power Charging Station and its status and may use the parking lot name and address of the Premises in promotional materials, websites, and maps.

- 11. HOLD HARMLESS. Minnesota Power shall defend, indemnify, and save harmless City, and its officers, agents, servants, and employees from any and all liens, judgments, claims, including those for contribution and indemnity, suits, demands, liability, costs, damages, and expenses asserted by any person or persons including agents or employees of City by reason of death or injury to person or persons or the loss or damage to any property of City's or any cause of action arising out of or in connection with or relating to Minnesota Power's use or occupancy of the Licensed Area or Premises except those claims, causes of action, liabilities or damages relating

to or arising from or based upon the gross negligence, willful acts or omissions of City and its officers, agents, servants or employees. On ten days' written notice from City, Minnesota Power will appear and defend all lawsuits against City growing out of such injuries or damages using counsel acceptable to City. Notwithstanding anything to the contrary contained herein, City and Minnesota Power shall each be responsible for their own respective acts and the results thereof and shall not be responsible for the acts of the other party. City's liability is governed by Minnesota Statutes Chapter 466 and other applicable law.

12. **INSURANCE.** Minnesota Power shall have such insurance coverage as will protect Minnesota Power and City against risk of loss or damage to the Licensed Area and Premises and any other property of City permanently located or exclusively used at the Premises and against claims that may arise or result from the use of the Licensed Area and Premises by Minnesota Power. Minnesota Power shall procure and maintain continuously in force:

- A. Commercial General Liability and Automobile Liability Insurance with limits not less than \$1,500,000 Single Limit, shall be in a company approved by the City of Duluth; and shall provide for the following: Liability for Premises, Operations, Completed Operations, Independent Contractors, Contractual Liability, Personal Injury, and broad form property damage coverage. Umbrella coverage with a "form following" provisions may make up the difference between the commercial general and auto liability coverage amounts and the required minimum amount stated above.
- B. Workers' compensation insurance in accordance with the laws of the State of Minnesota.
- C. **City of Duluth shall be named as Additional Insured under the Commercial General Liability and Automobile Liability.** Insurance required by this Agreement shall be taken out and maintained in responsible insurance companies organized under the laws of the states of the United States and licensed to do business in the State of Minnesota. Minnesota Power shall provide City with Certificate(s) of Insurance evidencing the required insurance coverage. The form of the certificate shall contain an unconditional requirement that the insurer must notify the City without fail not less than 30 days prior to any cancellation, non-renewal or modification of the policy or coverage's evidenced by said certificate and shall further provide that failure to give such notice to the City will render any such change or changes in said policy or coverages ineffective as against the City.
- D. City does not represent or guarantee that the types or limits of coverage required by this Agreement are adequate to protect Minnesota Power's interests and liabilities. The required insurance policies must be in form and

substance that is acceptable to the City Attorney and shall name City as an additional insured. City reserves the right to require Minnesota Power to increase the coverages set forth above and to provide evidence of such increased insurance to reflect the municipal liability limits set forth in Minn. Stat. § 466.04, as amended from time to time.

13. INDEPENDENT CONTRACTOR. Nothing contained in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties or as constituting Minnesota Power or Minnesota Power's personnel as an agent, representative, or employee of City for any purpose or in any manner whatsoever. Minnesota Power and its employees shall not be considered employees of City and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of Minnesota Power employees or agents while so engaged, shall in no way be the responsibility of City.

14. ASSIGNMENT. Minnesota Power shall not in any way assign or transfer its rights or interests under this Agreement. However, Minnesota Power may hire contractors to work on the Minnesota Power Charging Station. Any contractor hired by Minnesota Power shall procure the proper insurance coverages as described in Section 12 above and provide proof on coverage to City prior to conducting any work on the Licensed Area or Premises. Minnesota Power shall remain primarily responsible for all work performed by any contractor or subcontractor.

15. LAWS, RULES, AND REGULATIONS.

- A. Minnesota Power shall conduct its activities related to the Licensed Area and Premises in strict compliance with the United States Constitution and with the applicable laws, rules, and regulations of the United States, State of Minnesota, St. Louis County, and City of Duluth, including, but not limited to, all laws, rules, and regulations relating to accessibility standards under the Americans with Disabilities Act. Minnesota Power shall not unlawfully discriminate and shall comply with all applicable federal and state laws regarding non-discrimination.
- B. Minnesota Power shall procure, at Minnesota Power's sole expense, all licenses and permits necessary for carrying out its obligations under this Agreement and completing the Minnesota Power Charging Station.

16. RECORDS RETENTION. Minnesota Power shall maintain all books, records, documents, and other evidence pertaining to this Agreement for six (6) years after termination or expiration of this Agreement for any reason.

17. **GOVERNMENT DATA PRACTICES.** All data collected, created, received, maintained or disseminated for any purpose by the parties because of this Agreement is governed by Minn. Stat. § 13.05, Subd. 11. Minnesota Power shall comply with Minn. Stat. § 13.05, Subd. 11. Minnesota Power shall hold City, its officers, and employees harmless from any claims resulting from Minnesota Power's failure to comply with this law.
18. **WAIVER.** The waiver by City or Minnesota Power of any breach of any term, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or other term, covenant, or condition in this Agreement.
19. **SEVERABILITY.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, then the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
20. **NO THIRD PARTY RIGHTS.** This Agreement is to be construed and understood solely as an agreement between Minnesota Power and City regarding the subject matter herein and shall not be deemed to create any rights in any other person or on any other matter. No person shall have the right to make a claim that they are a third party beneficiary of this Agreement or of any of the terms and conditions hereof, which may be waived at any time by mutual agreement between the parties.
21. **NOTICES.** Notices provided pursuant to this Agreement shall be sufficient if sent by regular United States mail, postage prepaid, addressed to:
- IF TO CITY: City of Duluth
 Attn: Properties and Facilities
 1532 W. Michigan Street
 Duluth, Minnesota 55806
- IF TO MINNESOTA POWER: Minnesota Power
 c/o ALLETE, Inc.
 30 W. Superior St.
 Duluth, MN 55802
 Attn: Real Estate Services
 Phone: _____
 Email: realestateservices@mnpower.com

With a Copy To: Minnesota Power
 c/o Allete , Inc.
 30 W. Superior St.

Duluth, MN 55802
Attn: Legal Services

or to such other persons or addresses as the parties may designate to each other in writing from time to time.

22.COMPLIANCE WITH AGREEMENT. The rights of Minnesota Power to use the Licensed Area and Premises are subject to Minnesota Power's compliance with the undertakings, provisions, covenants, and conditions set forth in this Agreement.

23.APPLICABLE LAW. This Agreement, together with all of its paragraphs, terms, and provisions, is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

24.SURVIVAL. Upon termination of this Agreement, both parties are relieved of any further obligations under this Agreement, except for any obligation that expressly or by their context survives termination. All provisions regarding indemnification, representations and warranties, liability and limits thereon, shall survive the termination or expiration of this Agreement.

25.AMENDMENTS. Any amendments to this Agreement shall be in writing and shall be executed in the same manner as this Agreement.

26.AUTHORITY TO EXECUTE THIS AGREEMENT. The parties represent to each other that the execution of this Agreement has been duly and fully authorized by their respective governing bodies or boards, that the individuals who executed this Agreement on their behalf are fully authorized to do so, and that this Agreement when thus executed by said individuals will constitute and be the binding obligation and agreement of the parties in accordance with the terms and conditions of this Agreement.

27.INCORPORATION OF RECITALS. The recitals set forth at the beginning of this Agreement are true and correct and are fully incorporated into this Agreement by reference.

28.ENTIRE AGREEMENT. This Agreement, including exhibits, constitutes the entire agreement between the parties and supersedes all prior written or oral agreements and negotiations between the parties to the subject matter hereof. This Agreement may be executed and delivered by a party by facsimile, PDF, or other electronic

transmission, which such transmission copy shall be considered an original and shall be binding and enforceable against such party.

[Remainder of this page intentionally left blank. Signature pages to follow.]

IN WITNESS WHEREOF, the parties have set their hands the day and dates as indicated below.

CITY OF DULUTH, MINNESOTA

MINNESOTA POWER a division of
ALLETE, INC.

By:_____

Mayor

ATTEST:

By:_____

Printed Name:_____

Title:_____

City Clerk

Dated:_____

Dated:_____

COUNTERSIGNED:

City Auditor

APPROVED AS TO FORM:

City Attorney

EXHIBIT A-1
Legal Description of the Premises

All that part of Lots 13, 15, 17 and 19 Block 2, including part of adjacent Right-of-Way between Block 1 and 2 in Industrial Division of Duluth Blocks 1 and 2, according to the plat thereof on file and of record in the office of the County Recorder in and for St. Louis County, Minnesota. All that part of the paved parking lot lying north of the following described line.

Commencing at the southeast corner of Lot 21 thence S 74 degrees 04 minutes 18 seconds W for a distance of 157.45 feet. Thence S 41 degrees 36 minutes 54 seconds W for a distance of 12.53 feet. Thence S 44 degrees 01 minutes 05 seconds E for a distance of 37 feet to the Point of Beginning of the line. Thence continuing along the previous line S 44 degrees 01 minutes 05 seconds E for a distance of 161.5 feet and there terminating.

EXHIBIT A-2
Depiction of the Premises

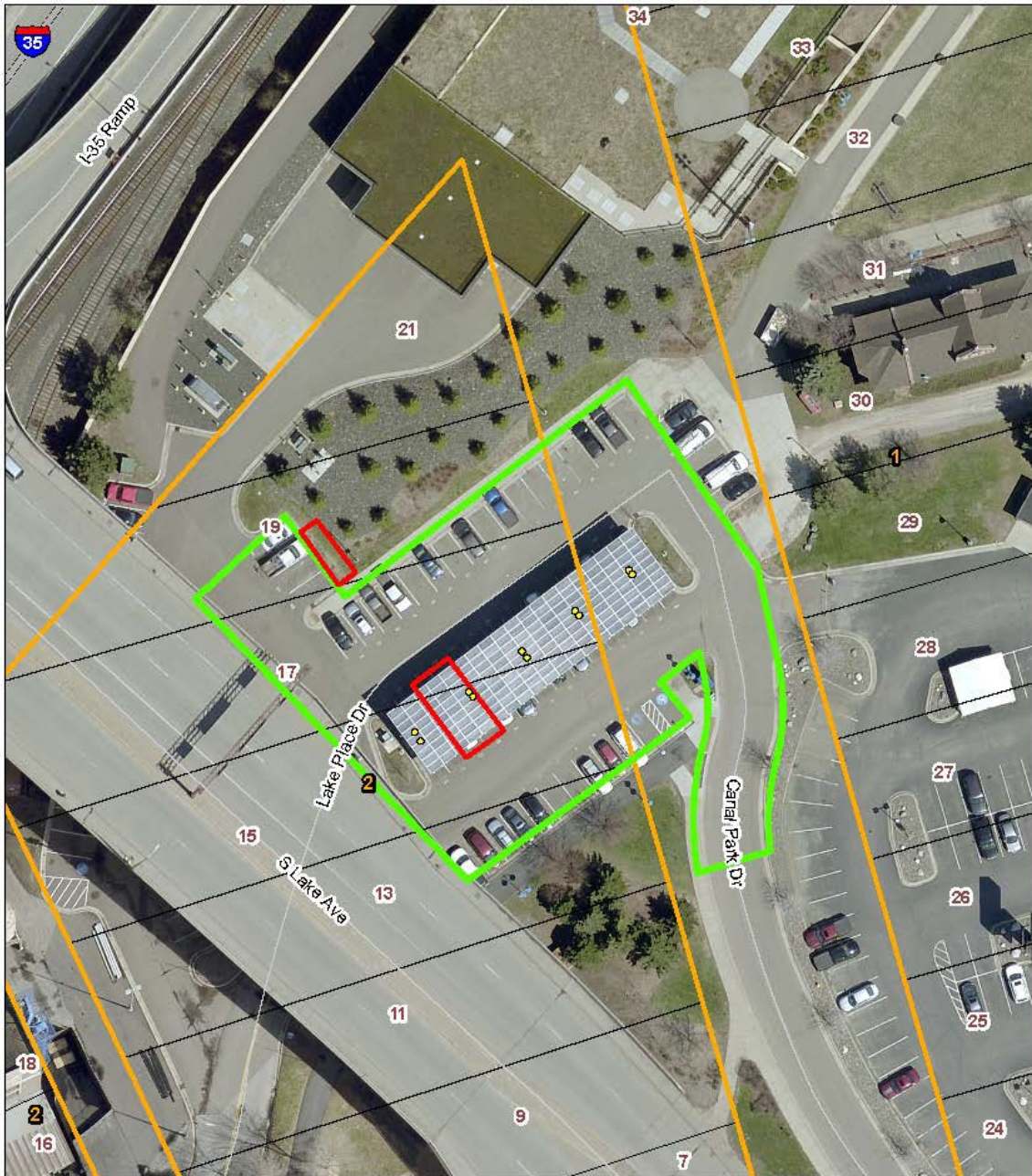


Exhibit A-2



1 inch = 50 feet

EXHIBIT B-1
Legal Description of the Licensed Area

All that part of Lots 15 and 17, Block 2, in Industrial Division of Duluth Blocks 1 and 2, according to the plat thereof on file and of record in the office of the County Recorder in and for St. Louis County, Minnesota. More particularly described as following. Commencing at the southeast corner of Lot 17 thence S 72 degrees 13 minutes 12 seconds W for a distance of 55.60 feet to the Point of Beginning. Thence N 38 degrees 02 minutes 43 seconds W for a distance of 12.35 feet, thence S 51 degrees 57 minutes 18 seconds W for a distance of 18 feet. Thence S 38 degrees 02 minutes 43 seconds E for a distance of 36 feet. Thence N 51 degrees 57 minutes 18 seconds E for a distance of 18 feet. Thence N 38 degrees 02 minutes 43 seconds W for a distance of 23.65 feet to the point of beginning.

And also that part of Lot 19, Block 2, in Industrial Division of Duluth Blocks 1 and 2, according to the plat thereof on file and of record in the office of the County Recorder in and for St. Louis County, Minnesota. More particularly described as following. Commencing at the southeast corner of Lot 19 thence S 74 degrees 04 minutes 18 seconds W for a distance of 94.5 feet to the Point of Beginning. Thence N 33 degrees 52 minutes 59 seconds W for a distance of 26 feet. Thence N 56 degrees 07 minutes 02 seconds E for a distance of 10 feet. Thence S 33 degrees 52 minutes 59 seconds E for a distance of 26 feet. Thence S 56 degrees 07 minutes 02 seconds W for a distance of 10 feet to the point of beginning.

EXHIBIT B-2
Depiction of Licensed Area



Exhibit B-2

 Licensed Area



1 inch = 25.04 feet