

EXHIBIT 2

SKYWALK PEDESTRIAN PASSAGEWAY BRIDGE AGREEMENT

This Skywalk Pedestrian Passageway Bridge Agreement (“Bridge Agreement”) is made on this _____ day of _____, 2020, by and between Minnesota Power, a division of ALLETE, Inc., a Minnesota Corporation (“Minnesota Power”), and the CITY OF DULUTH, a municipal corporation created and existing under the laws of the State of Minnesota (“City”).

WITNESSETH:

A. Grantee has constructed or will construct a public downtown skywalk system providing enclosed pedestrian passageways and skywalk bridges connecting numerous buildings within the downtown area of Duluth, Minnesota (the “Skywalk System”).

B. Minnesota Power is the owner of the real property legally described on Exhibit A attached hereto and made a part hereof, which includes a portion of the building commonly referred to as the “Minnesota Power Headquarters Building.”

C. Minnesota Power is also the owner of certain real property legally described on Exhibit B attached hereto and made part hereof, which includes a building commonly referred to as the “Lake Superior Place Building.”

D. There currently exists a certain “Skywalk Pedestrian Passageway Bridge” running from the Minnesota Power Headquarters Building to the Lake Superior Place Building (the “Bridge”).

E. The parties hereto desire to enter into this Bridge Agreement setting forth the rights and obligations of said parties as to operation, use, maintenance, and repair of the Bridge.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Bridge. That the Bridge is owned by the City of Duluth and is an integral part of the City of Duluth Skywalk System. Minnesota Power agrees and consents to the continued attachment of the Bridge, in its current location, to the Minnesota Power Headquarters Building and the Lake Superior Place Building.

2. Operation, Maintenance, and Repair. That while Minnesota Power is the owner of both the Minnesota Power Headquarters Building and the Lake Superior Place Building, and the Bridge is owned by the City of Duluth, Minnesota Power shall operate, maintain, and repair the Bridge, including, but not limited to, providing adequate security, heat, lighting, and routine housecleaning, at Minnesota Power’s sole expense.

Minnesota Power shall install standard Skywalk System signage at either end of the Bridge at the direction of the City.

3. Security. It is specifically understood that in recognition of Minnesota Power's increased security needs due to its status as a regulated public utility provider, Minnesota Power shall have the right, from time to time, to remove any person or persons from the Bridge that Minnesota Power, in its sole discretion, determines creates a security or safety issue to Minnesota Power's property, its employees, guests, contractors or agents.

4. Hours of Operation. Minnesota Power shall keep the Bridge open to pedestrian traffic for the minimum hours of 7:00 a.m. to 7:00 p.m., Monday through Saturday, unless otherwise agreed to by the parties, taking into account both the needs of City with respect to the Skywalk System and its users and the operational and security needs of Minnesota Power. In the event of an emergency, or exigent circumstances, Minnesota Power may close the Bridge and provide notice of such closure to the City as soon as practicable. Minnesota Power may, in its sole discretion, keep the Bridge open longer than the minimum hours set forth above.

5. Temporary Closing. Nothing contained in this Bridge Agreement shall prevent Minnesota Power from temporarily closing access to the Bridge, for a reasonable period of time, when necessary to permit repairs, replacement, maintenance, alterations, and/or additions to the Bridge.

6. Insurance. Minnesota Power shall maintain, at its sole cost, the following insurance: general liability insurance in limits of not less than \$1,500,000 per occurrence for property damage and/or bodily injury. Such required insurance may be maintained by Minnesota Power through a program of self-insurance. In the event Grantor obtains insurance as set forth herein, Grantor agrees to provide a minimum of thirty (30) days written notice to Grantee prior to cancellation, non-renewal, or material modification. Minnesota Power shall provide the City with proof of required insurance, in form acceptable to City, upon the City's reasonable request. Insurance policies maintained by Minnesota Power shall be issued by responsible insurance companies licensed to do business in the State of Minnesota. An umbrella or excess policy over self-insured retentions is an acceptable method to provide the required insurance.

7. Indemnification and Hold Harmless. Minnesota Power shall assume all risks of, and indemnify and hold harmless, and at Minnesota Power's expense, defend the City from and against any claim, loss, cost, legal actions, liability or expense (including without limitation attorney's fees and costs of appeal) on account of personal injury to or death of any person whomsoever, including but not limited to employees of the City, or damage to or destruction of property to whomsoever belonging, including but not limited to property of the City, that arises out of or results from or is related to, partly or wholly, directly or indirectly, Minnesota Power's operation, repair or maintenance obligations or any other obligation set forth in this Bridge Agreement. Notwithstanding the foregoing, nothing herein contained is to be construed as an indemnification by Minnesota Power against the sole negligence of the City, its officers, employees or agents.

The City shall assume all risks of, and indemnify and hold harmless, and at the City's expense, defend Minnesota Power from and against any claim, loss, cost, legal actions, liability or expense (including without limitation attorney's fees and costs of appeal) on account of personal injury to or death of any person whomsoever, including but not limited to employees of Minnesota

Power, or damage to or destruction of property to whomsoever belonging, including but not limited to property of Minnesota Power, that arises out of or results from or is related to, partly or wholly, directly or indirectly, the City's use of the Bridge, operation of the Skywalk System and any other obligation set forth in this Bridge Agreement. Notwithstanding the foregoing, nothing contained herein is to be construed as an indemnification by the City against the sole negligence of Minnesota Power, its officers, employees or agents

8. Notice. Notice, demand or other communication under this Bridge Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or by reputable overnight carrier, or delivered personally and delivered to:

TO MINNESOTA POWER: ALLETE, Inc.
Attn: Real Estate Services
30 West Superior Street
Duluth, MN 55802

TO THE CITY: City of Duluth
Attn: City Clerk
City Hall, Room 318
411 West First Street
Duluth, MN 55802

9. Sale of Adjacent Buildings. In the event Minnesota Power sells either its Minnesota Power Headquarters Building and/or its Lake Superior Place Building Minnesota Power agrees that as a part of any sale agreement(s) the party acquiring said building(s) shall agree to enter into a written agreement as those parties may agree upon, as to occupancy, maintenance and repair of the Bridge, and said written agreement shall be provided to the City. Said written agreement shall include all rights and obligations that are subject to and included in this Bridge Agreement.

10. Governing Law. This Bridge Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

11. Severability. If any term of this Bridge Agreement or any application thereof shall be invalid or unenforceable the remainder of this Bridge Agreement and any other application of such term shall not be affected thereby.

12. Continuing Obligations. This Bridge Agreement, together with all the terms, covenants and conditions contained herein, shall be deemed to run with the land and to be binding upon the respective parties, and their respective successors and assigns, if any.

13. Compliance. The parties shall comply strictly with all applicable Federal, State, County and municipal laws, rules, ordinances and regulations relating to all activities contemplated under this Bridge Agreement. Such strict compliance shall include but is not limited to laws, rules,

ordinances and regulations governing fire and prevention of fire, steam diversion, pollution, public health, permitting and licensing.

14. Counterparts. This Bridge Agreement may be executed in one or more counterparts, and all so executed shall constitute one agreement, binding on the parties, even though all parties are not signatories to the same counterpart.

15. Entire Agreement. This Bridge Agreement embodies the entire agreement and understanding between the parties as to the Bridge, and supersedes any prior oral or written agreements with respect to the matters stated herein.

(the balance of this page was intentionally left blank, signature pages follow)

EXHIBIT A

Legal Description

The West half (W ½) of Lot 12, Block 4, Central Division of Duluth, according to the plat thereof on file and of record in the office of the County Recorder in and for St. Louis County, Minnesota.

EXHIBIT B

LEGAL DESCRIPTION

21 W Superior Street
Lake Superior Place Building

Lot Nine (9) and Lot Eleven (11), West Superior Street, DULUTH PROPER, FIRST DIVISION, according to the Plat thereof on file and of record in the office of the St. Louis County Recorder for St. Louis County, Minnesota, EXCEPT that part beginning at the Southwest corner of said Lot 11, thence running Northeasterly along the South line of said Lot 11, a distance of 0.20 feet to a point; thence turning an angle of 89 degrees 57 minutes 42 seconds to the left and running 140.01 feet to a point on the North line of said Lot 11 which is 0.12 feet East of the Northwest corner of said Lot 11; thence running Southwesterly along the North line of Lot 11 a distance of 0.12 feet to the Northwest corner of said Lot 11; thence running Southeasterly along the West line of said Lot 11, a distance of 140.01 feet to the point of beginning.