

EXHIBIT 1

REAL ESTATE LICENSE AGREEMENT

This REAL ESTATE LICENSE AGREEMENT (this “**License**”) is made as of this ____ day _____, 2016, by and between UNITED STATES STEEL CORPORATION, a Delaware corporation (“**Licensor**”), and THE CITY OF DULUTH, a Municipal Corporation organized and existing under the laws of the State of Minnesota (“**Licensee**”).

WITNESSETH:

WHEREAS, Licensee desires to obtain from Licensor, and upon and subject to the terms hereof Licensor has agreed to grant to Licensee, a license to real property owned by Licensor in St. Louis County, Minnesota as depicted in the attached map labeled “**Exhibit A**” (the “**Premises**”).

NOW, THEREFORE, in consideration of all the covenants, terms, and conditions herein contained, and intending to be legally bound hereby, the parties hereto agree as follows:

1. **Grant of License.** Upon and subject to the terms of this License, including the “Rules and Regulations” on “**Exhibit B**” attached hereto and made a part hereof (which Licensor reserves the right to change from time to time in its sole discretion), Licensor hereby grants to Licensee the right to use the surface of the Premises during the term hereof for the limited purpose of: investigating possible future walking and biking trail alignments. This License is (a) revocable, (b) non-exclusive, (c) for the benefit of Licensee only and no other party, except it is agreed that Licensee’s consultant, LHB, may accompany Licensee on the Premises and (d) is subject to all existing or future rights of third parties in and to the Premises. Licensor hereby reserves any and all right, title, and interest in and to the Premises and all appurtenances thereto not specifically granted herein. Licensor may relocate the location of the Premises to other of Licensor’s property.
2. **Term and Termination.** Licensee’s right to use the Premises shall begin at 12:01 AM on September 27, 2016, and shall terminate at 11:59 PM on October 31, 2016. Notwithstanding the foregoing, Licensor reserves the right to immediately terminate this License and Licensee’s right to access and use the Premises at any time and for any reason.
3. **Payments.** Licensee shall pay Licensor a fee of one Dollar (\$1.00) due and payable on the commencement date hereof. Licensee shall directly pay or reimburse Licensor for any utility or similar charges and any ad valorem or other taxes levied against Licensor resulting from Licensee’s use of the Premises.
4. **Representations, Warranties, and Covenants.** Licensee represents, warrants, and covenants to Licensor as follows: (a) Licensee’s use of and activities on the Premises shall comply with all applicable federal, state, or local laws, rules, and regulations; (b) Licensee shall obtain, at its sole expense and provide Licensor with copies of, all required permits for its activities on the Premises; (c) Licensee shall not grant, create, or suffer any lien, claim, encumbrance, restriction, or other charge to be placed on the Premises or any other property of Licensor; (d) any equipment Licensee may place on the Premises and any portion of the Premises altered by Licensee shall be maintained in a safe, neat, and orderly condition so as to protect life and property and so as not to create any public or private nuisance or damage or

injury to any persons or property; and (e) upon the expiration hereof, Licensee shall (i) remove any improvements Licensee placed on the Premises during the term hereof, if any; and (ii) restore the Premises to substantially the same condition as they existed prior to the date hereof. Licensors retain the right to make periodic inspections of the Premises to ensure Licensee's compliance with its covenants hereunder.

5. Disclaimers of Warranties; Limitations of Liability.

(A) Disclaimers of Warranties. Licensee represents, warrants, acknowledges, and agrees that (i) Licensors has not undertaken and will not be obligated to deliver or maintain the Premises in any particular condition whatsoever, including, without limitation, maintaining the Premises in a safe and habitable condition, (ii) LICENSOR'S EXPRESS WARRANTIES HEREIN ARE ITS EXCLUSIVE WARRANTIES AND LICENSOR MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE PREMISES, OR ANY OTHER MATTER WHATSOEVER, AND (iii) EXCEPT FOR LICENSOR'S EXPRESS WARRANTIES HEREIN: (a) THE PREMISES ARE PROVIDED "AS-IS", "WHERE-IS", AND "WITH ALL FAULTS"; (b) TO THE FULLEST EXTENT PERMITTED BY LAW LICENSOR HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WHETHER BY STATUTE, COMMON LAW, COURSE OF DEALING OR PERFORMANCE, TRADE USAGE, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

(B) Limitation of Liabilities. (i) Notwithstanding any term herein to the contrary, Licensee acknowledges and agrees that Licensors's liability hereunder is strictly limited to the amount paid by Licensee hereunder, if any, and that neither Licensors nor any party acting by, through, or for Licensors or on Licensors's behalf shall have any personal liability whatsoever. (ii) IN NO EVENT SHALL LICENSOR BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR OTHER INDIRECT DAMAGES, HOWEVER CAUSED, INCLUDING BUSINESS INTERRUPTION OR LOST PROFITS.

6. Insurance. Licensee agrees that before it visits or occupies the Premises, it will provide Licensors with sufficient documentation that Licensee is self-insured for workers' compensation, auto liability and General Liability which meets the State of Minnesota Statutes §466.04 requirements. Licensee will maintain said self-insurance in full force and effect throughout the term hereof. The obligations set forth in this Section shall survive the expiration or termination of this License as to any matters that occurred during or resulted from the term of this License.

7. Indemnification; Defense.

(A) Licensors and Licensee shall each be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other party. Licensee's liability is governed by Minnesota Statutes Chapter 466 and other applicable law.

(B) Licensee, for itself and successors and assigns, hereby (a) waives, relinquishes, releases, and forever discharges Licensors and its direct or indirect affiliates and parent entities, and each of their shareholders, officers, directors, employees, representatives, and agents, and each of their heirs, personal representatives, executors, successors, and assigns (the "**Releasees**")

from and against any and all claims for any losses, liabilities, damages, and cause(s) of action of any nature whatsoever, whether arising from contract, tort, strict liability, or otherwise, including for personal injury, wrongful death, or property damage, that Licensee, its successors and assigns, may now or hereafter have against any of the Releasees arising out of, directly or indirectly, Licensee's presence on the Premises and (b) covenants not to make or bring any such claim against any Releasee.

(C) Prior to permitting any of Licensee's employees, contractors, or other invitees to enter the Premises, Licensee shall obtain from each such person, and provide to Licensor a copy of the same, a signed "Assumption of Risk and Release of Liability" in the form attached hereto as "**Exhibit C.**"

8. Environmental Laws; Hazardous Substances.

(A) Definitions. For the purposes of this Section, (i) "**Environmental Laws**" means all federal, state, and local environmental health or safety laws, rules, regulations, codes, ordinances, orders, and rules of common law now or any time hereafter in effect, including, without limitation, requirements of governmental authorities regulating, relating to, or imposing liability for, or standards of conduct for, any Hazardous Material, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act and any so-called "Superfund" or "Superlien" law; and (ii) "**Hazardous Material**" means any hazardous, toxic, or dangerous substance, waste, or material, whether in solid, liquid, or gaseous form, including, without limitation, asbestos, petroleum products, and any and all substances and materials defined as hazardous, toxic, or dangerous in (or for purposes of) any Environmental Law.

(B) Covenant. Licensee covenants that, except in compliance with Environmental Laws, (i) no flammable, explosive, dangerous fluids or substances, or petroleum products shall be used or kept on or about the Premises or any other property of Licensor, (ii) Licensee shall not, without Licensor's prior written consent, bring, introduce, install, store, maintain, use, spill, remove, release, or dispose of any Hazardous Material on or about the Premises or any other property of Licensor, (iii) Licensee shall, and its use of the Premises shall, comply with all Environmental Laws, and (iv) Licensee will immediately notify Licensor of (a) any violation of any Environmental Law, (b) receipt of any notice or warning from, and/or any visit by, any environmental governmental agency for any reason whatsoever.

(C) Survival. This Section shall survive the expiration or earlier termination hereof.

9. Miscellaneous.

(A) **Entire Agreement; Binding Effect.** This License, including any terms and conditions incorporated herein or attached hereto, constitutes the entire agreement between the parties, and there are no representations, oral or written, that have not been incorporated herein. This License shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. No representation, inducement, promise, understanding, condition, or warranty not set forth herein has been made or relied upon by either party.

(B) **Amendment.** This License may be amended, renewed, extended, or canceled only by a written instrument executed on behalf of each of the parties hereto by an authorized

representative of each party, and neither party shall, at any time or in any way, assert or contend that any amendment, extension or cancellation of this License (or any part or parts, including this paragraph) has been made other than by a written instrument so executed.

(C) Assignment. Licensee may not transfer or assign any of its rights and obligations hereunder, in whole or in part, without the prior written consent of Licensor.

(D) Notice. Notices hereunder shall be given by hand delivery or by overnight, registered, or certified mail, postage prepaid, as addressed below. All notices shall be effective when received by the party to whom addressed. Either party may change its notice address by written notice to the other party of such change.

If to Licensor:

USS Real Estate
600 Grant Street
Pittsburgh, PA 15219-2800
Attn: General Manager – Real Estate

With a copy to:

United States Steel Corporation
600 Grant Street
Pittsburgh, PA 15219-2800
Attn: Attorney – Real Estate

If to Licensee:

City of Duluth Property and Facilities MGR
1532 West Michigan Street
Duluth, MN 55806

(E) Construction; Venue. This License shall be governed by and performed in accordance with the laws of the state in which the Premises are located, without giving effect to its conflicts of law provisions. Each party hereby irrevocably consents to the exclusive jurisdiction of the federal and state courts sitting in or for the county in which the Premises are located for the resolution of any conflicts arising hereunder, agrees that such courts are the proper and convenient venue, and waives any claim that such venue is inconvenient.

(F) Counterpart. This License may be signed in one or more counterparts, and by facsimile transmission, all of which shall be treated as one and the same original agreement.

(G) Severability. If any provision of this License is found to be invalid or otherwise unenforceable in any court of competent jurisdiction, the allegedly invalid or unenforceable provision shall be deemed valid and enforceable to the maximum extent permitted by law and shall be deemed to be amended to the minimum extent necessary to make it valid and enforceable in such jurisdiction, and the alleged invalidity and/or unenforceability in such jurisdiction shall not affect the validity or enforceability of any other provision hereof in such jurisdiction or the validity or enforceability of the allegedly invalid and/or unenforceable provision, or of any other provision hereof, in any other jurisdiction.

(H) Survival. The following provisions hereof shall survive the expiration or earlier termination hereof: **(i)** all provisions hereof that specifically state that they shall survive the expiration or earlier termination hereof, and **(ii)** all provisions that, by their nature, should be reasonably anticipated by the parties to survive the expiration or earlier termination hereof.

(I) Recordation. Neither party shall be permitted to record this License in the official records of any jurisdiction, including the jurisdiction in which the Premises are located.

Remainder of Page Intentionally Blank

Signature Page and Conflicts of Interest Affidavit:

As used herein, the terms: (i) "family member" means a parent, sibling, or child (in each case, either natural, adopted, or by law); and (i) "U. S. Steel" means U. S. Steel or any of its affiliates.

All Licensees must complete Part A and either Part B(1) or Part B(2) below.

PART A: To be completed by all Licensees:

To Licensee's knowledge, is any U. S. Steel employee or any family member of any U. S. Steel employee receiving any material amount of money, property, or other thing of value in exchange for U. S. Steel entering into this License (example: is such person receiving payment either directly or as a broker, salesperson, or in a similar capacity)? Yes / No

AND

PART B:

(1): To be completed if Licensee is an individual (or two or more individuals):
[If Licensee is a corporation, LLC, partnership, etc., skip to PART C]

Is Licensee employed by U. S. Steel? N/A / Yes / No

To Licensee's knowledge, is any family member of Licensee employed by U. S. Steel? N/A / Yes / No

OR

(2): To be completed if Licensee is a corporation, LLC, partnership, etc.:

To Licensee's knowledge, does any U. S. Steel employee own a material interest in the Licensee entity? N/A / Yes / No

To Licensee's knowledge, does any family member of a U. S. Steel employee own a material interest in the Licensee entity? N/A / Yes / No

If the answer to any of the foregoing questions is "Yes," this License must be accompanied by a written waiver of the conflict of interest from U. S. Steel's conflicts of interest committee.

IN WITNESS WHEREOF, the parties have executed this License as of the date above.

LICENSEE:


City of Duluth
a municipal body,

By: _____
Its Mayor

The undersigned USS representative certifies that s/he is not aware of any facts inconsistent with Licensee's statements above.

LICENSOR:

United States Steel Corporation,
a Delaware corporation

By: 
Name: MARK R. RUPNOW
Title: DIRECTOR - ENVIR. REMEDIATION

Attest: _____
 Its City Clerk

Date: _____

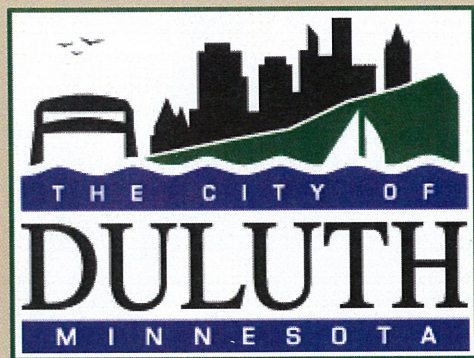
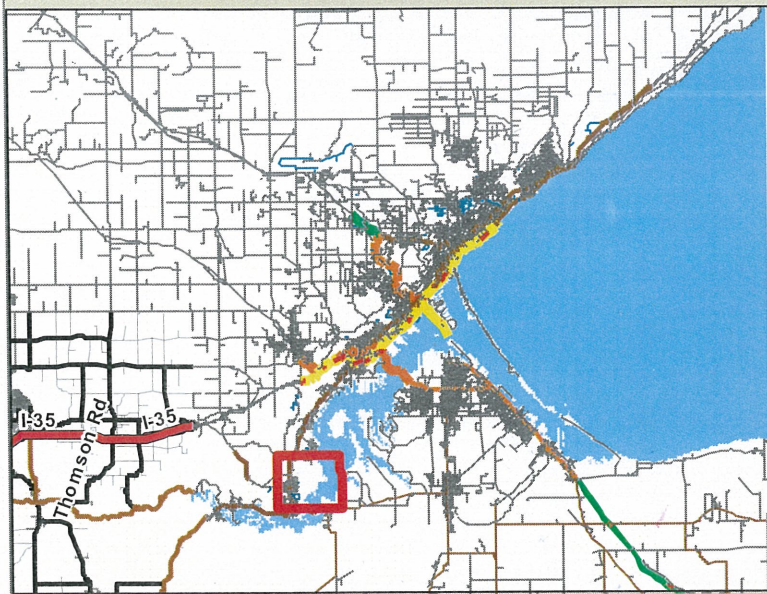
Countersigned:

City Auditor

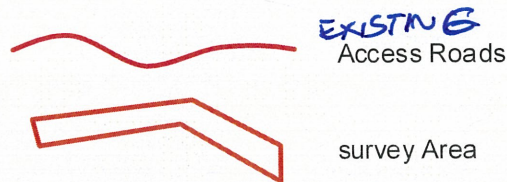
Approved as to form:

City Attorney

Exhibit A
Map of the Premises
(attached)



0 500 1,000 2,000 Feet



City of Duluth GIS

The City of Duluth has tried to ensure that the information contained in this map or electronic document is accurate. The City of Duluth makes no warranty or guarantee concerning the accuracy or reliability. This drawing/data is neither a legally recorded map nor a survey and is not intended to be used as one. The drawing/data is a compilation of records, information and data located in various City, County and State offices and other sources affecting the area shown and is to be used for reference purposes only. The City of Duluth shall not be liable for errors contained within this data provided or for any damages in connection with the use of this information contained within.

The City of Duluth requires that this map/data not be redistributed to any party in whole or in part, including any derivative works of products generated by combining the data with other data, unless authorized by the City of Duluth GIS office.

USS_AccessLHB

EXHIBIT A

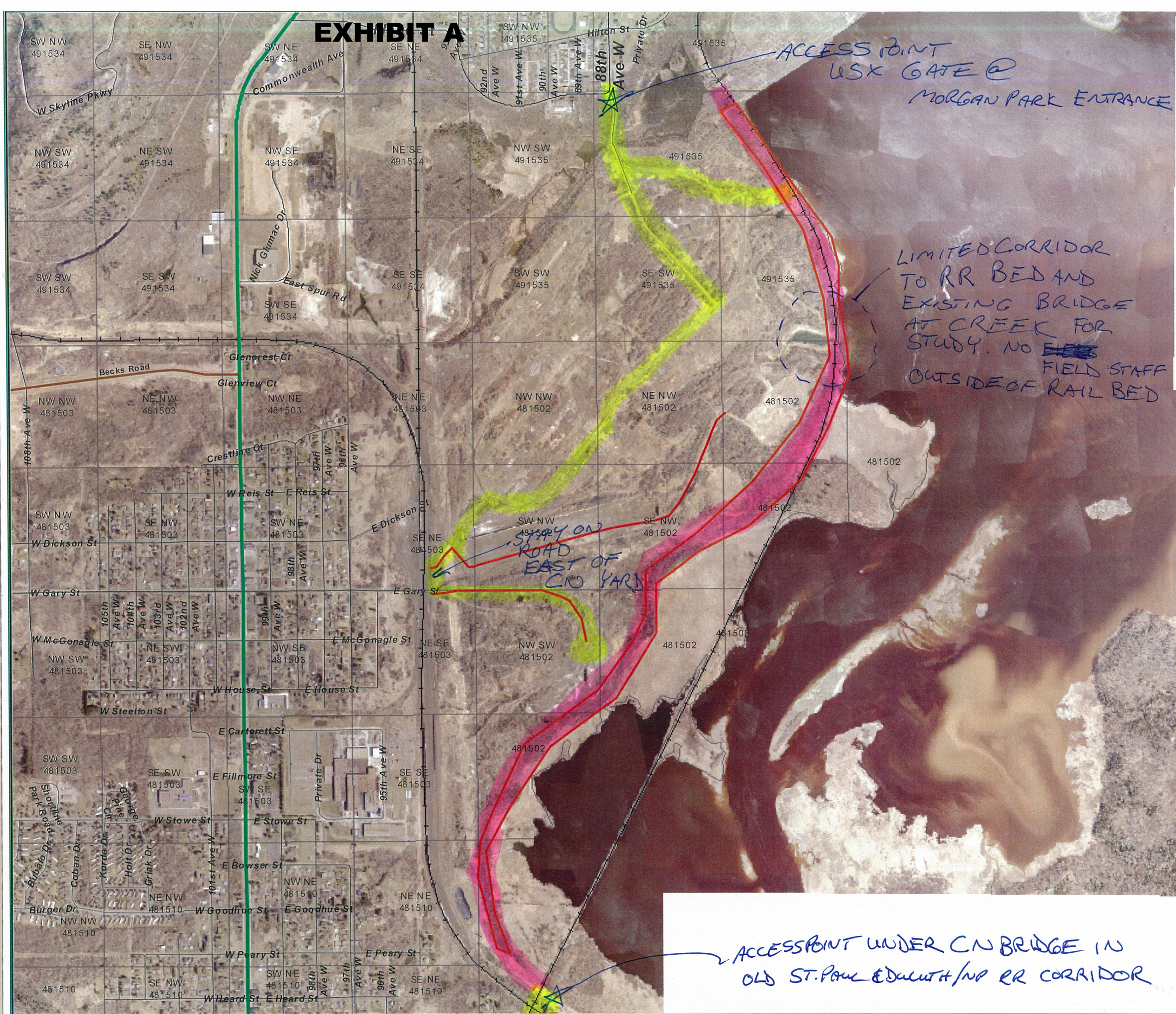


Exhibit B

Rules and Regulations

Licensee shall not, and shall not permit any party acting by, through, or for Licensee to, take any of the following actions on the Premises without Licensor's prior written consent:

conduct or engage in any activity that could be alleged to constitute a trespass, nuisance, or other tort, or any violation of federal, state, county, or municipal law, rule, or regulation;

interfere with Licensor's or any other licensee's, tenant's, or other occupant's use of the Premises or any other lands owned by Licensor;

sell or distribute alcoholic beverages or other intoxicating substances on or from the Premises;

disturb the peace in any manner;

except in the normal course of Licensee's operations authorized hereunder, invite or allow the general public to enter upon or use the Premises;

discharge any firearms or explosives;

store any inoperable machinery of any nature, including, without limitation vehicles, appliances, or equipment;

store construction materials of any nature, unless said construction materials are to be used by Licensee within thirty (30) days after Licensor has approved such construction activity as provided herein;

burn any trash, garbage, brush, trees, or other debris; provided, however, that the use of a fireplace with a proper chimney or screen is permitted for recreational use only, but not for the disposal of trash, garbage, brush, trees, or other debris. Licensee shall immediately report any open fires to the appropriate fire department and to Licensor;

keep any livestock without Licensor's prior written consent. In the event such consent is granted, livestock shall be contained within the boundaries of the Premises by appropriate fencing; and

cut or otherwise cause any damage to any timber or any improvements on the Premises without Licensor's prior written consent. Any such consent shall not release Licensee from its obligations to repair or compensate Licensor for such damages. Upon demand, Licensee shall promptly pay Licensor, its successors and assigns, for the appraised value of all pre-merchantable and/or merchantable timber cut, trimmed, or damaged by Licensee in the exercise of its rights granted hereunder, which appraisal may be governed by one or more timber purchase and cutting Licenses entered into by Licensor and a third party. Any contacts regarding timber shall be directed to N/A. Licensee shall be solely responsible for removing, at its expense, any trees on the Premises that pose a reasonable risk of harm to Licensee or to any other persons or property on or near the Premises. Licensor agrees that Licensee shall not be liable to Licensor for any damages or compensation for the removal of such trees by Licensee done in good faith.

Exhibit C
Form Assumption of Risk and Release of Liability

For and in consideration of tangible or intangible value to be gained by the party identified below as the guest (the **"Guest"**) as a result of United States Steel Corporation, a Delaware corporation, with offices located at 600 Grant Street, Pittsburgh, PA 15219 (the **"Company"**), permitting Guest to visit real property located at _____ (the **"Property"**) owned by Company or one or more of Company's subsidiaries, and for other good and valuable consideration, and intending be legally bound, Guest hereby acknowledges and agrees to the terms and conditions set forth in this **"Agreement"**):

GUEST **(a)** IS AWARE AND UNDERSTANDS THAT THE PROPERTY MAY CONTAIN DANGEROUS CONDITIONS AND THAT GUEST'S USE OF THE PROPERTY MAY INVOLVE THE RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE; **(b)** ACKNOWLEDGES THAT ANY INJURIES THAT GUEST SUSTAIN MAY BE COMPOUNDED BY NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF THE COMPANY; AND **(c)** GUEST IS VOLUNTARILY VISITING THE PROPERTY WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREES TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DEATH, OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF THE COMPANY OR OTHERWISE.

Guest, for him/herself and his/her heirs, personal representatives, executors, and assigns, hereby **(a)** waives, relinquishes, releases, and forever discharges Company and its direct or indirect affiliates and parent entities, and each of their shareholders, officers, directors, employees, representatives, and agents, and each of their heirs, personal representatives, executors, successors, and assigns (the **"Releasees"**), from and against any and all claims for any losses, liabilities, damages, and cause(s) of action of any nature whatsoever, whether arising from contract, tort, strict liability, or otherwise, including for personal injury, wrongful death, or property damage, that Guest may now or hereafter have against any of the Releasees arising out of, directly or indirectly, Guest's presence on the Property and/or activities incidental hereto and **(b)** covenants not to make or bring any such claim against any Releasee.

Guest shall defend, indemnify, and hold harmless all Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney fees, costs to enforce any rights hereunder, and costs of pursuing any insurance providers arising out or resulting from a claim of a third party related to Guest's use of the Property.

GUEST ACKNOWLEDGES THAT S/HE HAS READ AND UNDERSTOOD THE TERMS HEREOF AND THAT S/HE IS VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE RELEASEES.

GUEST:

Signature: _____

Print Name: _____

Address: _____

Date: _____, 2016