

POLE ATTACHMENT LICENSE AGREEMENT

THIS POLE ATTACHMENT LICENSE AGREEMENT (“**Agreement**”) is made effective as of _____, 2026 (“**Effective Date**”) by and between **Minnesota Power**, a division of ALLETE, Inc., a Minnesota corporation (“**Licensor**”) with offices at 30 West Superior Street, Duluth, Minnesota 55802 and **City of Duluth, Minnesota**, a municipal corporation and political subdivision under the laws of Minnesota (“**Licensee**”).

In consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. License and Use of Licensed Premises.

- (a) Subject to the terms and conditions of this Agreement, Licensee shall have the right to use and occupy the utility pole located in the City of Duluth, Minnesota and identified on the map attached as Exhibit A (“**Pole**”) to install, operate, maintain, and remove (subject to the limitations set forth in this Agreement) the equipment described and/or shown on Exhibit A (“**Equipment**”) and for no other purpose.
- (b) The Equipment may only be installed below the Communication Space on each Pole, as shown on Exhibit B (“**Licensed Premises**”).
- (c) Licensee will comply with all local, state, and federal laws as they relate to the condition, use, occupancy, or alteration of the Licensed Premises and installation and operation of the Equipment. The Licensed Premises may not be used in any manner which endangers health, the environment, creates a nuisance, or is otherwise incompatible with Licensor’s use of the Pole or operation of Licensor’s business.

2. Term and Termination.

- (a) This Agreement shall commence on the Effective Date and shall continue in perpetuity unless this Agreement is terminated by either party.
- (b) Either party may terminate this Agreement at any time upon thirty (30) days’ written notice to the other party.

3. Installation, Maintenance and Operation of the Equipment.

- (a) Licensee shall be responsible, at its sole cost, for the construction, installation, and maintenance of the Equipment. No property other than the Equipment and, subject to the limitations set forth in this Agreement, replacements thereof, shall be installed by Licensee in or on the Licensed Premises.

- (b) Licensee's Equipment shall be installed and maintained in accordance with the requirements and specifications of the then current editions of the National Electrical Code (NEC), the National Electric Safety Code (NESC), and any applicable State or local Electric Code, and the rules and regulations of the Occupational Safety and Health Act (OSHA) and in compliance with any lawful rules, orders or practices now in effect or that may hereafter be issued by Licensor or other authority having jurisdiction.
- (c) Upon written notice to Licensee, Licensor may request that Licensee temporarily move or remove the Equipment from the Pole as necessary for Licensor in the operation of its business. In the event that Licensee does not respond within the timeframe identified in the notice, declines to comply with such a request, or in cases of emergency Licensor may temporarily move or remove the Equipment for the above-described business purposes and shall not be liable to Licensee for any damage done to the Equipment.
- (d) Licensee agrees not to make any alterations in or additions to the Licensed Premises subsequent to installation of the Equipment, including installation of any additional equipment or machinery, without in each instance first obtaining the written consent of Licensor. Upon Licensee's request to access the Licensed Premises for the licensed uses and purposes set forth under Section 1, Licensor shall not unreasonably withhold such consent, but Licensor reserves the right to establish reasonable rules and limitations that ensure Licensee's use of and access to the Licensed Premises is compatible with Licensor business and consistent with the terms of this Agreement. Consent to access the Licensed Premises for any use or purpose not specifically authorized under this Agreement shall be in Licensor's sole discretion.
- (e) Licensee, at its expense, shall obtain all necessary governmental permits and certificates required for the construction, installation, authorization and use of the Equipment.
- (f) Licensee acknowledges that this Agreement represents a grant of a revocable license only, and not an easement or lease. Licensor does not represent or warrant that it has the right to grant to Licensee the use of any right-of-way or easement within which the Pole is located. Licensee shall be solely responsible for obtaining such right-of-way or easement on its own behalf.

4. Construction Liens. Licensee shall pay or cause to be paid all costs for work done by Licensee or caused to be done by Licensee of a character which will or may result in liens on Licensor's interests in the Pole. Licensee hereby agrees to indemnify, defend, and save Licensor harmless of and from all liability, loss, damage, costs or expenses, including attorney's fees, on account of any claims of any nature whatsoever pursuant to this paragraph, including claims or liens of laborers or materialmen or others for work performed or materials or supplies furnished to Licensee or persons claiming under Licensee.

5. Disclaimer of Warranty; Limitation of Liability. NOTWITHSTANDING ANY OTHER TERM OR CONDITION OF THIS AGREEMENT THE PARTIES ACKNOWLEDGE AND AGREE THAT THE LICENSED PREMISES IS LICENSED TO LICENSEE ON AN “AS IS” BASIS. LICENSOR MAKES NO WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE LICENSED PREMISES AND SPECIFICALLY DISCLAIMS ALL WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY AND ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. In no event will Licensor be liable to Licensee for any incidental, consequential, indirect, special or punitive damages of any nature whatsoever regardless of the foreseeability thereof (including, without limitation, any claim from Licensee or any third party for loss of services, lost profits, or lost revenues) arising under or in connection with this Agreement or the license granted under this Agreement. In no event shall Licensor’s total liability under this Agreement exceed the amount received by Licensor as licensee fees hereunder.

6. Damage to Property. Licensee shall neither hold nor attempt to hold Licensor liable for any injury or damage, either proximate or remote, occurring through or caused by fire, water, steam, or any repairs, alterations, injury, accident, or any other cause to the Licensed Premises, except that Licensor shall be liable for any uninsured injury or damage proximately caused by the negligence, gross negligence, and willful/intentional misconduct of Licensor, its employees or agents. Licensee shall obtain and maintain throughout the term of this Agreement such insurance as Licensee deems necessary and prudent on the Equipment. Licensor and Licensee covenant that no insurer shall hold any right of subrogation against such other party for damage to real or personal property.

7. Indemnification. ..Except as directly caused by the gross negligence or willful misconduct of Licensor, Licensee shall indemnify, defend and hold harmless Licensor and its successors and their respective shareholders, employees, officers, directors, representatives and agents, from and against all claims, actions, demands, costs and expenses (including reasonable attorneys’ fees) made by Licensee or any third party against Licensor that in any way relate to this Agreement or the license granted under this Agreement. If any claim or cause of action is asserted against a party in connection with the performance of this Agreement, that party will promptly notify the other party of the claim or cause of action. The liability of the City is limited to the extent set forth in Minnesota Statutes Chapter 466

8. Insurance. Licensee shall, at its sole cost and expense, maintain in effect at all times during the term of this License a “Commercial General Liability Insurance” policy providing coverage on an “occurrence” rather than a “claims made” basis, naming Licensor as an additional primary insured on primary coverage. The parties acknowledge Licensee is self-insured for purposes of the Minnesota No-Fault Automobile Insurance Act, Minn. Stat. §§ 65B.41-.71, and Minn. Stat. § 471.981, Subd. 1, with respect to certain tort liability. The per occurrence and aggregate liability limits applicable to City’s self-insurance under this paragraph shall be the maximum liability limits set forth under Minnesota Statutes, Chapter 466.

9. Surrender and Notice. Upon the termination of this Agreement, Licensee shall quit and surrender to Licensor the Licensed Premises in good order and condition, and Licensee shall

remove all of the Equipment from the Poles. In the event Licensee fails to vacate the Licensed Premises on a timely basis as required, Licensor may, at its sole discretion, remove the Equipment and retain or dispose of any such removed materials.

10. Damage and Destruction. In the event the Pole or the Licensed Premises is damaged by fire or other casualty, the license granted hereby shall automatically terminate, but this Agreement shall otherwise remain in full force and effect.

11. Notice. Any notice, demand or request required or which may be given under this Agreement shall be in writing and shall be deemed to have been duly given when personally delivered; or three (3) business days after being mailed by United States registered or certified mail, return receipt requested, postage prepaid; or one (1) business day after being delivered to a carrier that guarantees overnight delivery and provides delivery confirmation, to the addresses listed on Exhibit C, or such other addresses as a party may provide in writing to the other party from time to time. Delivery of notices, demands or requests by any other means than those stated above will be deemed received when specifically acknowledged by the recipient.

12. Assignment. This Agreement and the license granted under this Agreement may not be assigned by Licensee without the prior written consent of Licensor. Licensor may assign its rights and obligations hereunder effective upon notice to Licensee.

13. Fees, Charges and Rents.

(a) Pole Attachment Fees. Licensor will bill an annual set charge for each pole Licensee is attached to. The current (2026) per pole rate is \$18.50. Once per calendar year, Licensor may, upon at least thirty (30) days prior written notice to Licensee, make changes or amendments to the Fees, Charges and Rents associated with the Licensing Agreement. Licensor will not increase the Annual Attachment Fee by more than ten percent per year cumulatively (for example, if the Annual Fee has not increased for five years, it may increase by fifty percent in the fifth year).. Notwithstanding any other provision of this Licensing Agreement, if the change in Fees, Charges and Rents is not acceptable to the Licensee, Licensee may then terminate this Licensing Agreement upon thirty (30) days' written notice to the other party.

(b) Electric Service Charge. Pole attachment fees do not include any electric usage. Electric service usage shall be billed in accordance with Licensor's service regulations.

14. Miscellaneous.

(a) Complete Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and there are no representations, warranties or commitments except as provided herein. This Agreement supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether written or oral.

- (b) Amendments. No purported amendment, modification or waiver of any provision of this Agreement shall be effective unless in a writing specifically referring to this Agreement and signed by the parties hereto.
- (c) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, excluding its principles of conflicts of laws. The parties hereby irrevocably submit to the jurisdiction and venue of the courts of St. Louis County, Minnesota, to adjudicate any dispute arising hereunder or relating hereto.
- (d) No Waiver. No exercise of waiver, in whole or in part, of any right or remedy provided for in this Agreement shall operate as a waiver of any other right or remedy. No delay on the part of a party in the exercise of any right or remedy shall operate as a waiver thereof.
- (e) No Third Party Beneficiaries. This Agreement is written solely to set forth the respective rights and obligations of the parties hereto and is not intended to create or convey any rights whatsoever with respect to any third party.

[remainder of this page left blank intentionally]

IN WITNESS WHEREOF, the parties acknowledge this agreement to the terms and conditions contained in this Agreement and execute and authorize this Agreement as of the date first above written.

LICENSOR:

MINNESOTA POWER, a division of ALLETE, a Minnesota corporation

Signature

Name

Title

LICENSEE:

CITY OF DULUTH, MINNESOTA,
a municipal corporation and political subdivision
under the laws of Minnesota

By _____
Its Mayor

Attest: _____
Its City Clerk

Date: _____

Countersigned:

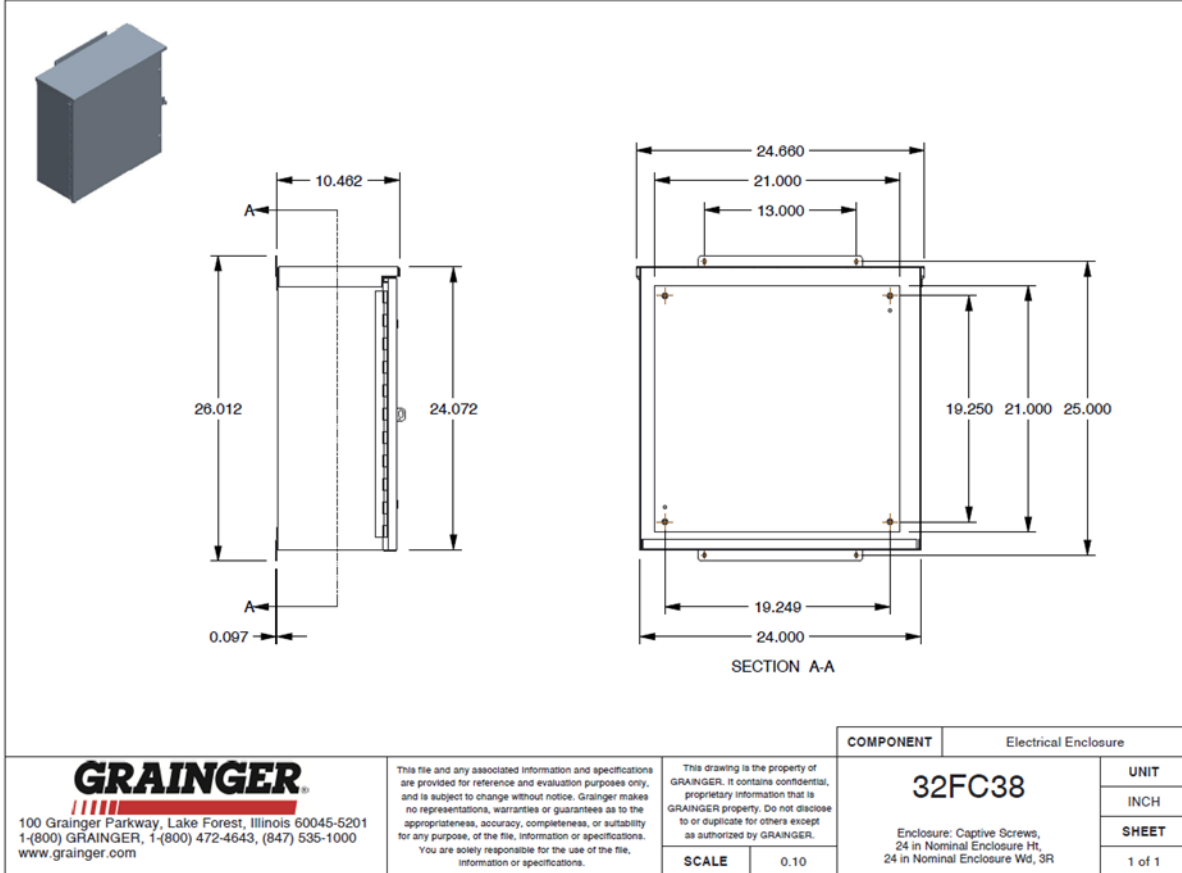
Its City Auditor

Approved as to form:

Its City Attorney

EXHIBIT A

EQUIPMENT SPECIFICATIONS AND MAP



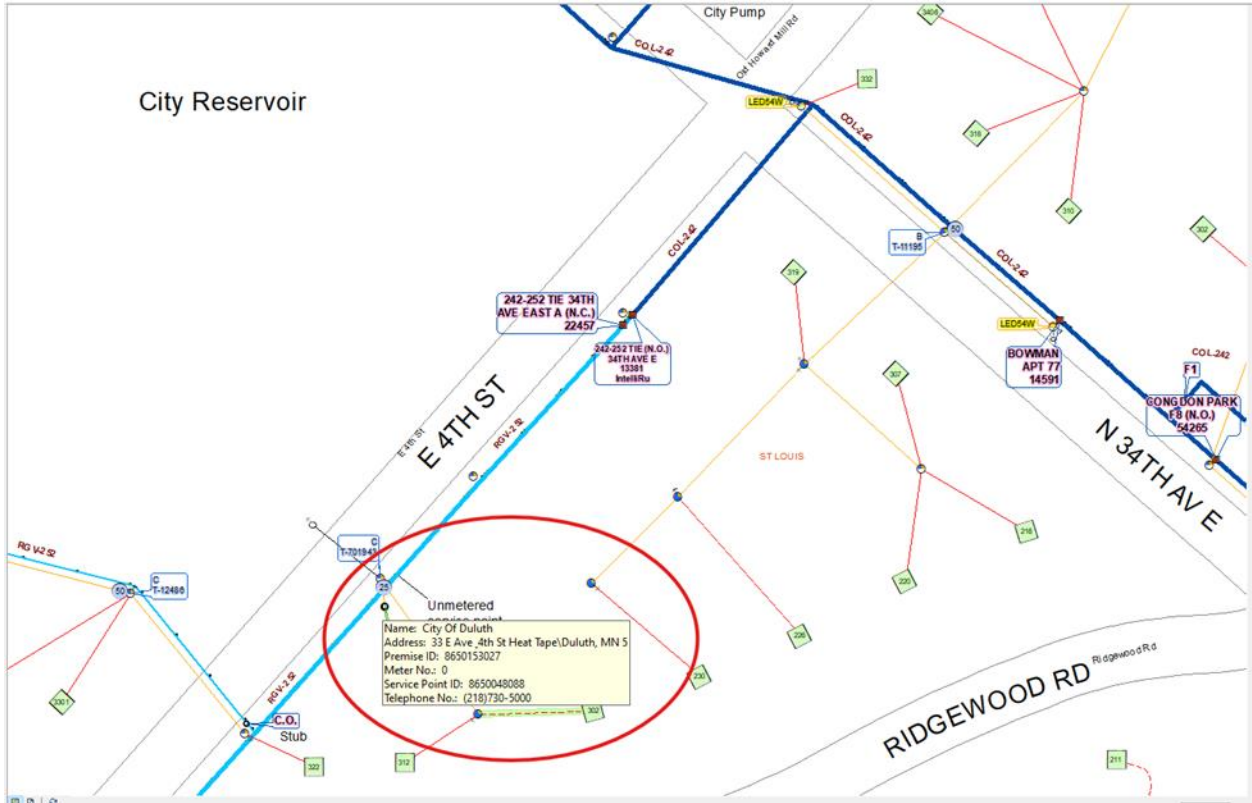




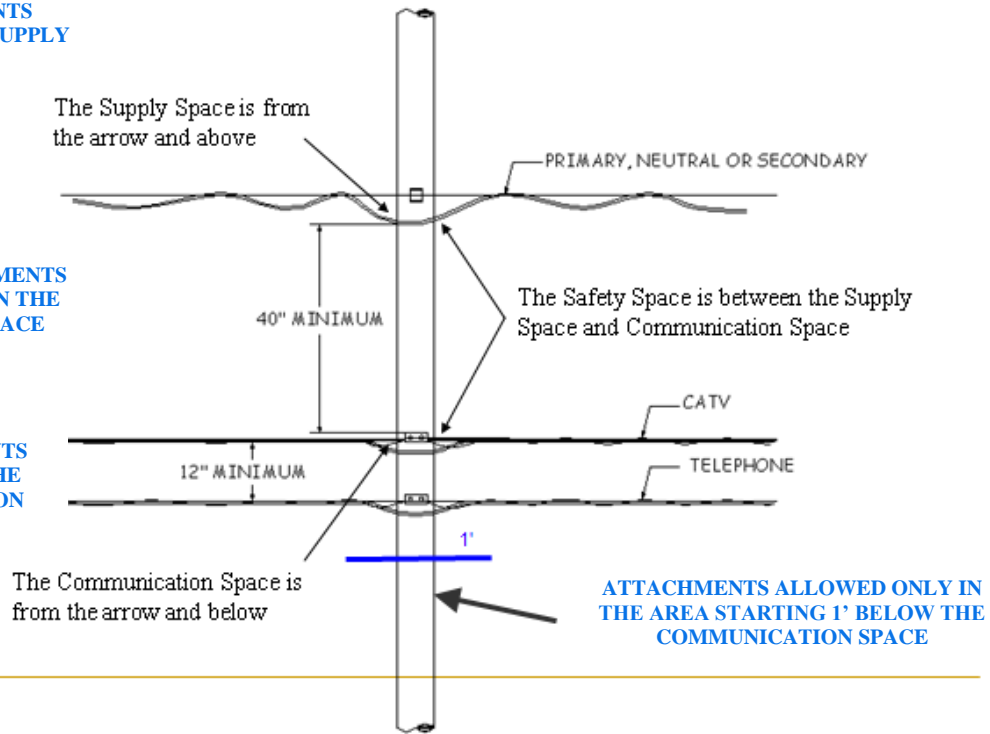
EXHIBIT B

Vertical Clearance at Supports

NO ATTACHMENTS
ALLOWED IN THE SUPPLY
SPACE

NO ATTACHMENTS
ALLOWED IN THE
SAFETY SPACE

NO ATTACHMENTS
ALLOWED IN THE
COMMUNICATION
SPACE



**EXHIBIT C
ADDRESSES**

Addresses for notices

Licensor:

Licensee:

Minnesota Power

Name

Joint Use Coordinator

Title

3215 W Arrowhead Rd, Duluth MN 55811

Address

Name

Title

Address

Addresses for billing

Licensor:

Licensee:

Minnesota Power

Name

Joint Use Coordinator

Title

3215 W Arrowhead Rd, Duluth MN 55811

Address

Name

Title

Address