

RIGHT OF ENTRY AGREEMENT

PARCEL NO.: CW-337, CW-338, CW-339, CW-342, CW-343, CW-347, CW-350

This Right of Entry Agreement is made and entered into as of _____, 2026 (“Effective Date”). WHEREAS, the undersigned, **City of Breezy Point, a Minnesota municipal corporation**, (“Grantor,” whether one or more), own the property that is identified in Exhibit A attached hereto; and

WHEREAS, Minnesota Power, a division of ALLETE, Inc., a Minnesota corporation (“Grantee”), is developing an electric transmission project known as the MAPLE RIVER TO CUYUNA PROJECT (the “MRC Project”); and

WHEREAS, Grantee desires to enter the Property for purposes of evaluating the Property in connection with permitting and construction of the MRC Project; and

WHEREAS, Grantor is willing to grant to Grantee the right to enter the Property to conduct such evaluations as Grantee determines are reasonably necessary in connection with the permitting and construction of the MRC Project, on the terms and conditions herein.

NOW, THEREFORE, Grantor and Grantee agree as follows:

1. In consideration of Four Thousand and 00/100 Dollars (\$4,000.00), and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, Grantor does hereby grant unto Grantee an irrevocable license and right of entry for Grantee, its affiliates, agents, contractors, appraisers, sub-contractors, assignees, and/or proposed assignees, licensees, and invitees to enter the Property for the purpose of doing all activities that Grantee wants or needs to do in order to study, survey, inspect, investigate, test, and plan for Grantee’s potential use of the Property in connection with the MRC Project. The activities that may be

conducted by Grantee include, but are not limited to, civil, environmental, biological, cultural resource, and geotechnical and soil borings.

2. Grantee will indemnify, defend, and hold Grantor harmless from all third party claims and damages asserted against Grantor that arise out of any such entry by Grantee onto the Property or Grantee's exercise of its rights hereunder, unless the claims or damages are caused by the negligence or intentional misconduct of Grantor, and except that Grantee shall not have any obligation with respect to any Hazardous Materials located in, on, under or about the Property prior to its entry onto the Property or thereafter to the extent not stored, released or disposed of by Grantee. For purposes of this Agreement, "Hazardous Materials" means any pollutant, contaminant, hazardous substance or waste, solid waste, petroleum product, distillate, or fraction, radioactive material, chemical known to cause cancer or reproductive toxicity, polychlorinated biphenyl or any other chemical, substance or material listed or identified in or regulated by any environmental law, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. §9601 et seq. the Federal Water Pollution Control Act, 33 U.S.C. §1201 et seq., the Clean Water Act, 33 U.S.C. §1321 et seq., the Clean Air Act, 42 U.S.C. §7401 et seq., the Toxic Substances Control Act, 33 U.S.C. §1251 et seq., and the Minnesota Environmental Response and Liability Act, all as amended from time to time, and any other federal, state, local or other governmental code, statute, regulation, rule, law, permit, consent, license, order or ordinance dealing with the protection of human health, safety, natural resources or the environment now existing and hereafter enacted.

3. Grantee will restore the Property to substantially the same condition as the Property was in at the time Grantee entered the Property pursuant to this Agreement, including the filling

of any test holes. Any remediation efforts will be promptly undertaken by Grantee, weather permitting.

4. Grantee agrees to pay Grantor a settlement, in an amount to be determined by mutual agreement of the parties at the time of settlement, for any unrestored, direct damages to the Property, including any crops that were growing thereon prior to Grantee activities. Any dispute as to damages if not resolved within 30 days of written notice shall be submitted to binding arbitration with the arbitrator's decision final and enforceable in any court of competent jurisdiction.

5. This agreement shall be binding upon Grantor and Grantee's respective successors and assigns. Grantee's presentation of or entrance into this Agreement shall not be deemed to limit or otherwise affect any existing rights Grantee holds in this Property, including without limitation any existing survey or access rights. Grantor shall provide actual notice of this agreement to any prospective successor-in-interest or assignee.

6. Additional Provisions: **24-hour notification prior to entry; Survey permission shall terminate @ 11:59pm on 12/31/2028.**

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement as of the Effective Date first written above.

**GRANTOR: City of Breezy Point, a Minnesota
municipal corporation**

By: _____
Allie Polsfuss, City Administrator

GRANTEE

Minnesota Power, a division of ALLETE, Inc., a
Minnesota corporation

Print: _____

Its: _____

EXHIBIT A

CW-337

Lot Thirty (30) of Block Four (4) of WHITEBIRCH FOUR, according to the plat thereof on file and of record on the Office of the Registrar of Titles in Crow Wing County, Minnesota, except all minerals in the North One-half of the Southwest Quarter (N½ SW¼) of Section 20, Township 136, Range 28, Crow Wing County, Minnesota.

PIN: 10200592 Crow Wing County, Minnesota

CW-338

Lot Thirty-one (31) of Block Four (4) of WHITEBIRCH FOUR, according to the plat thereof on file and of record on the Office of the Registrar of Titles in Crow Wing County, Minnesota, except all minerals in the North One-half of the Southwest Quarter (N½ SW¼) of Section 20, Township 136, Range 28, Crow Wing County, Minnesota.

PIN: 10200591 Crow Wing County, Minnesota

CW-339

The Northwest Quarter of the Southeast Quarter (NW¼ SE¼) of Section Twenty (20), Township One Hundred Thirty-six (136), Range Twenty-eight (28), Crow Wing County, Minnesota.

PIN: 10200700 Crow Wing County, Minnesota

CW-342

The Southwest Quarter of the Southeast Quarter (SW¼ SE¼) of Section Twenty (20), Township One Hundred Thirty-six (136), Range Twenty-eight (28), Crow Wing County, Minnesota.

PIN: 10200699 Crow Wing County, Minnesota

CW-343

The Northwest Quarter of the Northeast Quarter (NW¼ NE¼) of Section Twenty-nine (29), Township One Hundred Thirty-six (136), Range Twenty-eight (28), Crow Wing County, Minnesota.

PIN: 10290501 Crow Wing County, Minnesota

CW-347

The Southeast Quarter of the Southeast Quarter (SE¼ SE¼) of Section Twenty (20), Township One Hundred Thirty-six (136), Range Twenty-eight (28), Crow Wing County, Minnesota.

PIN: 10200698 Crow Wing County, Minnesota

CW-350

The Northeast Quarter of the Northeast Quarter (NE¼ NE¼) of Section Twenty-nine (29), Township One Hundred Thirty-six (136), Range Twenty-eight (28), Crow Wing County, Minnesota.

PIN: 10290502 Crow Wing County, Minnesota