

## **CHARGING STATION LICENSE AGREEMENT** **[City of Hinckley]**

City of Hinckley a public body corporate and politic under the laws of the State of Minnesota ("**Licensor**"), and **Minnesota Power**, a division of ALLETE, Inc, a Minnesota corporation ("**Minnesota Power**"), hereby enter into this **Charging Station License Agreement** (this "**Agreement**") as of July, \_\_\_\_\_, 2025 (the "**Effective Date**"). In consideration of the mutual benefits herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Licensor and Minnesota Power (collectively, the "**Parties**," or individually "**Party**") acknowledge and agree as follows:

### **PART 1 LICENSE GRANT; COVENANTS**

**1.1 Premises; License Area.** Licensor is the fee owner of the property located at 1st Street NE, Hinckley, MN 55037, which is legally described in **Exhibit A-1** and depicted in **Exhibit A-2** attached hereto (the "**Premises**"). Licensor hereby grants to Minnesota Power an exclusive license for the Term (as defined in Section 2.1) over, under, and across that portion of the Premises legally described in **Exhibit B-1** and depicted in **Exhibit B-2** (the "**License Area**") for the construction, installation, operation, use, inspection maintenance, repair, replacement, relocation, and removal of a Charging Station (as defined in Section 3), as well as those uses indicated in Section 1.2 (the "**Charging Station License**"). Licensor acknowledges that Minnesota Power will be responsible for all expenditures related to the installation of the Charging Station. Licensor acknowledges Minnesota Power is making these expenditures in reliance upon the terms of this Agreement.

**1.2 Use of Other Portions of the Premises.** During the Term, Licensor also grants to Minnesota Power: (i) a non-exclusive license over and across the Premises for vehicular and pedestrian access to and from the License Area 24 hours per day, 7 days per week, and 365/366 days per year; (ii) a non-exclusive license over and across areas of the Premises adjacent to the License 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; and (iii) 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 License Area or located adjacent to the License Area and may, in Minnesota Power's opinion, at any time interfere with the Charging Station.

**1.3 Authorized Parties' Use of Licenses.** 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.

**1.4 Restrictive Covenants.** During the Term, Licensor agrees that the Premises are subject to the following restrictive covenants: (i) Minnesota Power and its Authorized Parties will have vehicular and pedestrian access to and from the License Area at all times and Licensor will not make or allow any material change to the vehicular or pedestrian access without providing sixty (60) days' prior written notice to Minnesota Power; (ii) Licensor will not make or allow any change to the License Area without Minnesota Power's prior written consent; and (iii) Licensor will provide the required contiguous parking spaces depicted in **Exhibit B-2**, inclusive of an ADA van-accessible space and accompanying access lane, directly adjacent to the Charger Station for the exclusive use of EVs (the "**EV Parking Spaces**").

### **PART 2 TERM; TERMINATION; CONSIDERATION**

**2.1 Agreement Term; Automatic Renewal.** Subject to the termination rights in this Section and Section 2.2, this Agreement shall be non-revocable, the term of which (the "**Term**") will commence on the Effective Date and will end on the date that is ten (10) years after the Commencement Date, unless automatically extended per this Section 2.1 or

terminated per Section 2.2. The **"Commencement Date"** is the date that the Charging Station is first operational, as determined by Minnesota Power. Once the Commencement Date has occurred, Minnesota Power will complete and execute the Memorandum of Commencement Date in the form attached hereto as **Exhibit C** (the **"Commencement Memorandum"**). Minnesota Power will provide a copy of the executed Commencement Memorandum to the Licensor. After the initial Term, this Agreement will automatically renew for successive one (1) year periods until Minnesota Power terminates this Agreement in accordance with Section 2.2 or Licensor gives written notice to Minnesota Power of its desire to terminate this Agreement at least one hundred eighty (180) days before the end of the then-current Term (a **"Termination Notice"**). Upon each extension, "Term" shall include the extended period.

**2.2 Minnesota Power Termination.** Minnesota Power may immediately terminate this Agreement at any time upon written notice to Licensor, for any reason or for no reason. Promptly following expiration or termination of this Agreement, Minnesota Power will remove above-grade Charging Station equipment from the License Area in a fashion which ensures that no safety hazards remain related to such equipment. Minnesota Power shall, at its sole discretion, cap off and secure, but not remove, any underground electrical wiring and conduits. Upon any termination of this Agreement, both Parties are relieved of any further obligations under this Agreement, except for any obligation that expressly survives termination per the terms of this Agreement. The terms of this Section shall survive termination for a period of 10 years.

**2.3 Consideration.** Licensor agrees and acknowledges that this Agreement and each extension to the Term is given in consideration of the benefit Licensor will derive from having the Charging Station on the Premises, including use of the Charging Stations by Licensor's customers.

### **PART 3 CHARGING STATION FACILITIES**

**3.1 Charging Station Facilities.** Each **"Charging Station"** includes all EV charging equipment; signage; electrical 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 Charging Station is indicated in **Exhibit B-2**. Minnesota Power (itself or through its Authorized Parties), at any time and for any reason during the Term, may upgrade, revise, alter, swap, or remove all or part of any Charging Station in the License Area and may perform security assessments and install (or add additional) reasonable security features, including lighting or cameras.

**3.2 Signage.** Minnesota Power may paint, place, erect, or project signs, marks, or advertising devices within the License Area and any other area(s) identified in **Exhibit B-2**, including but not limited to signage on or around the Charging Station designating the area **"EV Charger Parking Only."**

**3.3 Installation.** Minnesota Power shall retain all ownership rights in the Charging Station. Minnesota Power will have the right to remove all or a portion of the 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 License Area under applicable law. Minnesota Power shall have the right to replace the Charging Station and related equipment during the Term.

**3.4 Operation and Maintenance.** Minnesota Power, at its sole cost and discretion, will maintain and operate the Charging Station. Minnesota Power, in its sole discretion, will determine the type and amount of user fees and method of payment to Minnesota Power. Licensor shall not be entitled to any fee for use of the Charging Station from Minnesota Power, nor shall Licensor be permitted to assess any fees, directly or indirectly, on users who utilize the Charging Station. Notwithstanding the preceding, Licensor may charge parking fees for the EV Parking Spaces if Licensor charges a fee to park in the other parking spaces on the Property. If there are operational or maintenance issues with the Charging Station, Licensor will not undertake any repair; instead, Licensor will promptly contact Minnesota Power per Section 8.4 below. Minnesota Power does not guarantee uninterrupted or continual operation of the Charging Station and may interrupt operation when deemed necessary, in Minnesota Power's sole discretion.

**3.5 Licensor Obligations.** Licensor, at its sole cost and expense, will take all action necessary to maintain the Premises, including the License Area and the EV Parking Spaces, in a clean, safe, and orderly condition, to at least the same standard as Licensor customarily maintains the Premises. Licensor will not be responsible for shoveling or otherwise removing snow in the License area. Licensor agrees to cooperate with and allow Minnesota Power to take reasonable measures (including towing) to discourage non-EV vehicles from parking in the License Area.

**3.6 Property Taxes.** Minnesota Power is solely responsible for personal property taxes imposed on the Charging Station. All other real or personal property taxes related to the License Area and the Premises are the sole obligation of Licensor.

## PART 4 INTELLECTUAL PROPERTY; PUBLICITY

**4.1 Minnesota Power Intellectual Property.** 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). Licensor 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 Charging Station is solely and exclusively Minnesota Power Intellectual Property.

**4.2 Publicity.** Licensor may not use Minnesota Power's name or any Minnesota Power Intellectual Property without Minnesota Power's prior written consent. No publication or promotional material may claim or imply that Minnesota Power endorses Licensor's business, brand, products, environmental attributes, or Licensor generally. Licensor agrees that it will not place a logo, trademark, service mark, or advertising device on any portion of the Charging Station or in the License 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 Charging Station at the License Area. To promote and inform the public about the Charging Station, Minnesota Power may disclose to the public information about the location of the Charging Station and its status and may use the business name (or project or shopping center name as designated by Licensor) and address of the Premises in promotional materials, websites, and maps. With Licensor's prior written consent, Minnesota Power may use Licensor's logo, trademark, or service mark in promotional materials, websites, or maps.

## PART 5 LICENSOR REPRESENTATIONS, WARRANTIES AND COVENANTS

Licensor represents, warrants, and covenants that: (i) it has or will obtain any consent or approval required for Licensor to enter into, grant the rights in, and perform its obligations under, this Agreement, and for Minnesota Power to take the contemplated actions with respect to the License Area (a) with an interest in the Premises; or (b) whose consent is required under conditions, covenants, or restrictions documents or declarations affecting the Premises; (ii) there is no lien, judgment, encumbrance, or other impediment of title on the Premises that would adversely affect use of the License Area by Minnesota Power per this Agreement; and (iii) it will maintain the Premises free of any lien, judgment, encumbrance, or impediment throughout the Term.

## PART 6 INSURANCE

**6.1 Minnesota Power Insurance.** During the Term, Minnesota Power will maintain, at its cost and expense, the following insurance coverages and limits:

- (i) Commercial general liability providing coverage of at least **\$1 million** for any one occurrence in or about the Premises (including the License Area), and **\$2 million** in the annual aggregate, including contractual liability coverage, products/completed operations coverage, bodily injury, broad form property damage coverage, and personal injury coverage; and
- (ii) Statutory worker's compensation insurance and employer's liability insurance of **\$1 million** per accident/per employee; and
- (iii) Property insurance covering Minnesota Power's real and personal property interests in each License Area on a replacement cost basis.

Minnesota Power shall name Licensor, and, if requested by Licensor, Licensor's mortgagee, as an additional insured under Minnesota Power's commercial general liability policy described in Section 6.1(i) above, for liability caused by or arising out of the rights granted to Minnesota Power under this Agreement. The insurance required hereunder shall be primary and non-contributory over any coverages maintained by Licensor and all limits may be satisfied through any combination of self-insurance, primary insurance or excess liability policies.

**6.2 Licensor Insurance.** Licensor, at its expense, must procure and maintain in effect without interruption throughout the Term insurance policies providing at least the following coverages and limits:

- (i) Commercial general liability providing coverage of at least **\$1 million** for any one occurrence in or about the Premises (including the License Area), and **\$2 million** in the annual aggregate, including contractual liability coverage, products/completed operations coverage, bodily injury, broad form property damage coverage, and personal injury coverage; and
- (ii) Property insurance covering Licensor's real and personal property interests at the Premises on a replacement cost basis.

Upon execution of the agreement and upon request during the Term, the Parties will provide each other a certificate evidencing the required coverages. Upon receipt from its insurer(s), the Parties will use its best efforts to provide a

thirty (30) days' prior notice of cancellation. The existence, or amount, of insurance does not waive or limit the Parties liability under this Agreement.

**6.3 Mutual Waiver of Claims.** Despite anything to the contrary in this Agreement, to the extent covered by property insurance maintained (or required to be maintained) under Section 6.1 (Minnesota Power Insurance), Minnesota Power waives every right or cause of action for any loss of or damage to the License Area or any improvement thereon, or to the personal property of Minnesota Power, regardless of cause or origin and whether or not caused by the fault or negligence of Licensor or its authorized parties except intentional misconduct of Licensor. And despite anything to the contrary in this Agreement, to the extent covered by property insurance maintained (or required to be maintained) under Section 6.2 (Licensor Insurance), Licensor waives every right or cause of action for any loss of or damage to the Premises or any improvement thereon, or to the personal property of Licensor, regardless of cause or origin and whether or not caused by the fault or negligence of Minnesota Power or its Authorized Parties except intentional misconduct of Minnesota Power. Each Party shall cause its insurer(s) to waive all rights of subrogation against the other Party to the extent the Parties waived claims in this Section and shall obtain an endorsement evidencing said waiver.

## **PART 7 BROKERS; ATTORNEYS' FEES; REMEDIES**

**7.1 Brokers.** Each Party represents to the other that it has not dealt with any broker in connection with this Agreement. Each Party will indemnify and hold harmless the other against and from any loss, cost, damage or fee (including reasonable attorneys' fees) resulting from any inaccuracy of this representation and warranty.

**7.2 Remedies.** Licensor specifically agrees that if the covenants in this Agreement are breached, damages will be very difficult, if not impossible, to ascertain. Accordingly, in addition to any other remedy allowed by law, the Parties agree that each covenant will be enforceable in equity and/or by specific performance. The rights and remedies provided by this Agreement are cumulative and are additional to any right under applicable law or in equity; the use of any right or remedy by a Party does not preclude or waive its right to use any other remedy.

## **PART 8 MISCELLANEOUS**

**8.1 Relationship of the Parties; Force Majeure.** The Parties are independent contractors in performance of this Agreement. This Agreement: (i) creates no joint venture, partnership, fiduciary, or agency relationship for any purpose; (ii) confers no right or remedy on any person other than the Parties and their respective successors or assigns; and (iii) creates no contractual relationship with, or cause of action for, any third party. Any renewable energy credit, allowance, or other indicator of environmental benefit attributable to presence of a Charging Station on the Premises during the Term belongs to Minnesota Power. Rights and obligations in this Agreement are independent from any other agreement between the Parties. Neither Party is responsible for delay or failure in performance of this Agreement to the extent the delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, act or omission of carriers, or other similar cause beyond the Party's control.

**8.2 Interpretation.** Both Parties were involved in negotiating this Agreement; no rule allowing construction according to authorship applies. Minnesota law governs all matters, including torts, relating to this Agreement, without regard to choice of law principles. The Parties will resolve a claim or dispute under this Agreement in a state or federal court sitting in Pine County, Minnesota, regardless of Premises location; each Party consents to exclusive jurisdiction and venue in these courts. This Agreement comprise the Parties' final and exclusive expression of their rights and obligations regarding the License Area and supersede any prior oral or written representation, promise, or agreement. Captions are for convenience only and do not affect interpretation; "include" means "include, but are not limited to"; "or" means "either or both"; and defined terms are singular or plural as context requires. Any provisions that logically should apply beyond the expiration or termination of this Agreement will survive such expiration or termination.

**8.3 Modification; Waiver; Severability; Assignment.** Except as otherwise provided herein, no amendment or modification of this Agreement is effective unless made in a writing signed by both Parties. Each Party agrees to execute documents or perform acts reasonably necessary to perform each provision of this Agreement. Failure of a Party to insist on strict performance of any provision does not waive the right to require future performance; a waiver in one instance is not a waiver regarding a later obligation or breach. Minnesota Power shall have the right to transfer and assign, in whole or in part, all of its rights and obligations under this Agreement without consent of Licensor, and upon any such transfer or assignment, Minnesota Power shall be released from any further obligations hereunder. Subject to the requirements of Section 8.4 below, if there is an assignment or change in control of all, or substantially all, of a Party's operations or assets, the Party must provide prompt written notice and the Parties will cooperate to ensure that this Agreement binds the successor. If a court rules a provision unenforceable to any extent, the rest of that provision and all others remain effective; the Parties will negotiate in good faith to replace the provision. If a court finds a provision

unreasonably broad in time or scope, the Parties desire that the court reduce it to the maximum allowable parameter, instead of holding it totally unenforceable.

**8.4 Sale or Transfer of the Property.** Should Licensor, at any time during the Term, sell or transfer all or any part of the Property to a third-party purchaser, such transfer shall be subject to this Agreement and Licensor shall (i) notify any such purchaser or transferee, in writing, of the existence of this Agreement prior to recording any conveyance or transfer documents, and (ii) require any such purchaser or transferee to recognize Minnesota Power's rights under the terms of this Agreement in a written instrument signed by Licensor and the third party transferee. Licensor shall provide Minnesota Power of said written instrument within ten (10) business days after the sale or transfer of the Property. If Licensor completes any such sale or transfer without providing written notice of this Agreement or executing such a written instrument, then Licensor shall not be released from its obligations to Minnesota Power under this Agreement, and Minnesota Power shall have the right to look to Licensor and the third party for the full performance of this Agreement.

**8.5 Notices.** Any notice under this Agreement must be in writing and be delivered either by: (i) personal delivery or email (effective that date); (ii) prepaid nationally- or internationally-recognized commercial overnight courier (effective the next business day); or (iii) registered or certified U.S. mail, with proper postage (effective the following fourth business day). All notices shall be sent to the Parties at their respective addresses set forth below.

If to Licensor:

\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

With a Copy to:

\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

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  
Attn: Legal Services Department  
Phone: \_\_\_\_\_  
Email: legal@mnpower.com

**8.6 Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

**8.7 Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.

*[Signature Pages Follow]*



IN WITNESS WHEREOF, the undersigned have executed this Charging Station License Agreement as of the Effective Date.

**MINNESOTA POWER:**

ALLETE, Inc,  
a Minnesota corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF MINNESOTA   )  
  ) ss.  
COUNTY OF ST. LOUIS   )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, the \_\_\_\_\_ of ALLETE, Inc., a Minnesota corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public

**EXHIBIT A-1**

**Legal Description of the Premises**

**A strip of land over, under and across that part of the platted Second Street (now known as First Street Northeast) adjacent to the northerly side of Block 116 of the recorded plat of "TOWNSITE OF HINCKLEY" on file and of record in the office of the Pine County Recorder, Pine County, Minnesota.**



EXHIBIT A-2

Depiction of the Premises



**EXHIBIT B-1**

**Legal Description of the License Area**

**A strip of land over, under and across that part of the platted Second Street (now known as First Street Northeast) adjacent to the northerly side of Block 116 of the recorded plat of "TOWNSITE OF HINCKLEY" on file and of record in the office of the Pine County Recorder, Pine County, Minnesota, described as follows:**

**Commencing at the northeast corner of said Block 116; thence westerly, along the north line of said Block 116, a distance of 27.00 feet; thence northerly, at right angles, a distance of 3.00 feet to the actual point of beginning of the strip of land herein described; thence westerly, at right angles, a distance of 25.00 feet; thence northerly, at right angles, a distance of 10.00 feet; thence easterly, at right angles, a distance of 25.00 feet; thence southerly, at right angles, a distance of 10.00 feet to said point of beginning.**

**EXHIBIT B-2**  
**Depiction of License Area**

<h2 style="margin: 0;">EXHIBIT A</h2> <p><b>LEGAL DESCRIPTION</b></p> <p>A strip of land over, under and across that part of the platted Second Street (now known as First Street Northeast) adjacent to the northerly side of Block 116 of the recorded plat of "TOWNSITE OF HINCKLEY" on file and of record in the office of the Pine County Recorder, Pine County, Minnesota, described as follows:</p> <p>Commencing at the northeast corner of said Block 116; thence westerly, along the north line of said Block 116, a distance of 27.00 feet; thence northerly, at right angles, a distance of 3.00 feet to the actual point of beginning of the strip of land herein described; thence westerly, at right angles, a distance of 25.00 feet; thence northerly, at right angles, a distance of 10.00 feet; thence easterly, at right angles, a distance of 25.00 feet; thence southerly, at right angles, a distance of 10.00 feet to said point of beginning.</p>	<p align="center"><b>STRAIGHTLINE SURVEYING, INC.</b></p> <p>P.O. Box 510, 500 Fals Blvd      Telephone: (218)-485-4811  Moose Lake, MN 55767      Fax: (218)-485-4811  E-MAIL: banderson@straightlinesurveying.com</p>
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SCALE 1" = 20'

NE COR. BLOCK 116  
POINT OF COMMENCEMENT

  

DR. N.G.B.	APP.	MINNESOTA POWER	SHEET 1 OF 1	REV. 0
05-28-2025	dk: B.H.A.		REVISION DATE:	
SCALE: 1" = 20'				

I hereby certify that this survey, plan, plat, preliminary plat or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

<i>Benjamin H. Anderson</i>	45498	05-28-2025	2025-090	NONE
Benjamin H. Anderson	License No.	Date	Job No.	Book No.

**EXHIBIT C**

**Form of Commencement Memorandum**

**MEMORANDUM OF COMMENCEMENT DATE**

THIS MEMORANDUM OF COMMENCEMENT DATE is hereby attached to and made part of the Charging Station License Agreement dated \_\_\_\_\_, 202\_, and recorded \_\_\_\_\_, 202\_ as Document No. \_\_\_\_\_ (the "**Agreement**"), by and between (**COMPANY NAME**) a (**State Inc, Entity Type**), as Licensor, and **MINNESOTA POWER**, a division of ALLETE, Inc, a Minnesota corporation.

1. The Commencement Date, as defined in the Agreement, is \_\_\_\_\_, 202\_.
2. The initial Term of the Agreement shall end on \_\_\_\_\_, 202\_, the date which is ten (10) years after the Commencement Date.
3. After the initial Term, the Agreement automatically renews for successive one (1) year periods until either Party gives notice of termination to the other Party in accordance with the terms of the Agreement.
4. This Memorandum of Commencement Date is a part of the Agreement.

**ALLETE, Inc.,**  
a Minnesota corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 202\_, by \_\_\_\_\_, the \_\_\_\_\_ of ALLETE, Inc., a Minnesota corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public