

# EXHIBIT 1

## STORMWATER UTILITY EASEMENT

**KNOW ALL MEN BY THESE PRESENTS**, that Minnesota Power, a division of ALLETE, Inc., a Minnesota corporation (“Grantor”), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant to City of Duluth, a Minnesota municipal corporation (“Grantee”), in trust for the benefit of the public, a non-exclusive utility easement for stormwater equipment purposes, subject to the terms and conditions contained herein, (this “Easement”) under and across the following described land situated in St. Louis County, Minnesota:

The easement area conveyed by this document is as described and depicted on Exhibit A attached hereto and made a part hereof (the “Easement Area”). Grantee’s stormwater utility equipment shall be located below the level of the pedestrian plaza located on the Easement Area.

It is agreed and understood by the parties hereto that this Easement is not to be construed as being granted to the exclusion of the Grantor, its successors or assigns, however, Grantor cannot interfere with Grantee’s easement rights. Grantee’s use shall not interfere with the use by Grantor, its successors and assigns; provided, however, that with Grantor’s prior written consent, temporary disruption of Grantor’s activities in the vicinity of the Easement Area is permissible to the extent necessary to effectuate necessary construction, reconstruction, repair, maintenance, and replacement of the stormwater equipment. In the event Grantee, its successors or permitted assigns, no longer use this Easement solely for the purposes granted, this Easement shall terminate subject to vacation proceedings as provided by law.

Subject to the prior written consent of Grantor (except in the case of emergencies), Grantee shall also have the right to enter onto the Easement Area and the right to access the Easement Area, which may be via Grantor’s Michigan Street-level parking garage located on the real property legally described on the attached Exhibit B, so long as said garage is accessible via Michigan Street. Grantor shall not unreasonably withhold consent to access the Easement Area. In the event Grantee cannot access the Easement Area by entering Grantor’s Michigan Street-level parking garage via Michigan Street, Grantee may access the Easement Area from above via the Superior Street/plaza level. Except as otherwise expressly stated herein, Grantee, its successors and assigns, agrees to restore Grantor’s property from any damage caused by the Grantee’s use of this Easement. All restoration shall be performed in an expeditious and good and workmanlike manner in order to return the Easement Area to its condition prior to Grantee’s work thereon or use. In the event that Grantee fails to maintain the Easement Area as required herein within fifteen (15) days of written notice from Grantor to do so, Grantor may perform such maintenance and Grantee agrees to promptly reimburse Grantor for its reasonable costs in performing such maintenance.



**GRANTEE  
CITY OF DULUTH**

By: \_\_\_\_\_  
Its Mayor

By: \_\_\_\_\_  
Its City Clerk

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by Emily Larson and Chelsea Helmer, Mayor and City Clerk, respectively, of the City of Duluth, a Minnesota municipal corporation.

Notarial Stamp or Seal

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

This instrument was drafted by:  
Minnesota Power, a division of ALLETE, Inc.  
30 West Superior Street  
Duluth, MN 55802



## **EXHIBIT B**

### **PARKING RAMP LEGAL DESCRIPTION**

Lot A, Lot 2 and the westerly half of Lot 4, all in Block 3, 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.

AND

That part of platted Lake Avenue in the City of Duluth, described as follows: Beginning at the most westerly corner of Lot A, Block 3, Central Division of Duluth; thence run southwesterly along the southwesterly extension of the northwesterly line of said Lot A to its intersection with the most northerly corner of Lot 4, Block 4, Central Division of Duluth; thence run southeasterly along the northeasterly line of said Lot 4 to the most easterly corner of said Lot 4; thence run northeasterly to the most southerly corner of Block 3, Central Division of Duluth; thence run northwesterly along the southwesterly line of said Block 3 to the point of beginning, St. Louis County, Minnesota.

AND

Lots 4, 6, 8, 10, 12, and 14, 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.