

Exhibit 1

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(The above space for Recorder's use)

**ELECTRIC LINE EASEMENT AGREEMENT**

THIS ELECTRIC LINE EASEMENT AGREEMENT (this "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2025 (the "Effective Date"), by and between City of Duluth, Minnesota municipal corporation (whether one or more, "Grantor") and Minnesota Power, a division of ALLETE, Inc., a Minnesota corporation, its successors and assigns ("Grantee").

**RECITALS**

- A. Grantor owns that certain real property legally described as follows (the "Grantor Property"): NE ¼ of NW ¼ of Section 8, Township 50 North of Range 14 West EXCEPT the wly 485 feet of the sly 790 feet, St. Louis County, Minnesota.
- B. The Grantor Property is subject to an easement in favor of Grantee as set forth in the following document (the "Existing Easement"): Easement dated October 8, 1965, registered in the Office of the St. Louis County Registrar of Titles on October 22, 1965 as Document No. 316733.
- C. The Existing Easement encumbers property in addition to the Grantor Property.
- D. To the extent that it encumbers the Grantor Property, Grantee desires to terminate the Existing Easement and replace it with an expanded easement over that portion of the Grantor Property legally described and depicted on **Exhibit A** attached hereto (the "Easement Area") for the purposes described in Sections 2 and 3 below (the "Electric Line Easement").
- E. Grantor has agreed to terminate the Existing Easement, but only to the extent that it encumbers the Grantor Property, and to replace it with the Electric Line Easement pursuant to this Agreement.

In consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee hereby agree as follows.

## **AGREEMENT**

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated into this Agreement by reference as substantive provisions hereof.
2. **Termination of Existing Easements and Grant of Easement.** Grantor and Grantee hereby terminate the Existing Easement to the extent it encumbers the Grantor Property. Grantor hereby grants to Grantee a perpetual and non-exclusive easement upon, over, under, across and through the Easement Area for the installation, construction, operation, maintenance, inspection, repair, replacement, reconductoring, removal and relocation of electric power lines or cables, together with all structures, poles, towers, structures, crossarms, cables, braces, guy wires, supports, conduits, counterpoises, fixtures, equipment, devices and any other utility related improvements deemed necessary by Grantee in its sole and absolute discretion in the installation, construction, operation, maintenance, repair, replacement, removal and relocation of said lines and cables. Grantor makes no representation that the Easement Area is suitable for any particular purpose or specific uses and Grantee accepts the Electric Line Easement and the Easement Area in “as is” condition without representations or warranties of any kind, and subject to all existing easements, encumbrances and restrictions.
3. **Scope of Easement.** The grant of easement herein contained shall include the following rights of Grantee:
  - a. Grantee may access the Easement Area for the purposes set forth in Section 2 at all times deemed necessary by Grantee in Grantee’s sole and absolute discretion. The lines and cables installed by Grantee may be at various voltages and dimensions as Grantee shall deem useful or necessary from time to time in its sole and absolute discretion.
  - b. Grantee may use any existing roads within the Easement Area for access over the Easement Area, and if no road exists or the road is not in the condition required by Grantee, Grantee may improve the surface within the Easement Area to facilitate Grantee’s access. In the event that a fence currently exists within the Easement Area as of the Effective Date, Grantee shall have the right to install a gate or other temporary access in the fence to ensure Grantee’s access to the Easement Area related to the purposes described herein.
  - c. Grantee may access, alter, remove, and dispose of any trees, crops, brush and vegetation within the Easement Area as would prevent or interfere in any way whatsoever with Grantee’s use and enjoyment of the rights and easements granted herein or otherwise jeopardize Grantee’s electric lines, cables or related equipment,

including, but not limited to, the right to cut and dispose of all dead, weak, leaning, or dangerous trees, crops, brush and vegetation within the Easement Area deemed by Grantee, in its sole and absolute discretion, to be reasonably necessary for the installation, construction, operation, maintenance, inspection, repair, replacement, removal and relocation and protection of said lines, cables and equipment.

- d. Access to, and construction upon, the Easement Area of all equipment necessary to ground fences, structures, buildings, or any other structure determined by Grantee in its sole and absolute discretion to require grounding for safety purposes.
- e. Grading the surface of the Easement Area as Grantee deems reasonably necessary in its sole and absolute discretion for the installation, construction, operation, maintenance, inspection, repair, replacement, removal and relocation of its electric lines, cables and related improvements.

4. **Reserved Rights and Restrictions.** Grantor reserves the right to cultivate, use and occupy the Easement Area, except that without the prior written approval of Grantee, Grantor shall not bury or place in the ground any object, nor plant any trees within the Easement Area, nor erect any structures, hay or straw stacks, or other permanent objects, except fences, and in the event that Grantee's electric lines or cables are placed beneath the surface, Grantor shall seek prior written approval from Grantee prior to any digging to a depth of more than two (2) feet within the Easement Area. In the event that Grantor desires to locate public utilities within the Easement Area, it shall seek Grantee's prior written permission to do so in order to ensure that all utilities located within the Easement Area remain safe and operable. Prior to locating any underground utilities within the Easement Area, Grantee shall take commercially reasonable steps to locate any existing public utilities and ensure that construction of its utilities will not interfere with such public utilities. Grantor shall not take any action, and shall not affirmatively permit any third party to take any action, which would interfere with Grantee's use and enjoyment of the rights and easements granted herein. Such actions shall include, but not be limited to, placement of any structures, improvements, or any other objects within the Easement Area unless the Grantee has agreed in writing to the construction or placement of such improvements, structures, or objects.

5. **Restoration.** Following completion of any activities on the Easement Area, Grantee shall restore those portions of the Easement Area (other than the areas improved) which were damaged by Grantee's entry, use or activities thereon to substantially the same condition as said lands existed on the Effective Date. Grantee shall pay for all damages to crops, fences, roads, structures and fields within the Easement Area directly and proximately caused by Grantee as a result of Grantee's entry or activities thereon; provided, however, that Grantee shall not be responsible for costs or expenses which (a) arise from or relate to Grantor's own actions, inactions, negligence, recklessness, or willful misconduct, or (b) relate to the removal of trees and brush within the Easement Area as permitted by Section 3c above.

**6. Miscellaneous.**

- a.** All electric lines, cables and related fixtures, equipment, devices and improvements installed and placed within the Easement Area by or on behalf of Grantee shall remain the sole and exclusive property of Grantee. Grantor shall have no obligation or duty to maintain, repair or replace anything placed within the Easement Area by Grantee.
- b.** Limited use or non-use of the rights granted herein shall not be deemed a complete or partial abandonment of the Electric Line Easement and the Electric Line Easement shall not be extinguished by, merged into, modified or otherwise deemed affected by any other interest or estate in the Easement Area now or hereinafter held by Grantee, its successors or assigns.
- c.** The Electric Line Easement, including all rights, privileges, and obligations contained in this Agreement, shall run with the land herein described and shall inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors and assigns.
- d.** No amendment or modification of this Agreement shall be effective unless made by written instrument signed by Grantor and Grantee or their respective successors and assigns; provided, however, Grantee may assign its rights herein without consent of Grantor.
- e.** It is mutually understood and agreed that this Agreement covers all of the agreements and stipulations between the parties with respect to the subject hereof, and that no representation or verbal statements have been made modifying, adding to, or changing the terms hereof.
- f.** If any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the remainder of such provision or any other provisions hereof.
- g.** This Agreement shall be governed by and construed under the laws of the State of Minnesota.
- h.** This Agreement is exempt from payment of state deed stamps pursuant to Minnesota Statutes Section 287.22.
- i.** Grantee shall procure, at Grantee's expense, all licenses, permits and other authorizations necessary regarding its activities within the Easement Area, including but not limited to environmental permits and authorizations.
- j.** Grantee shall conduct its activities on the Easement Area in strict compliance with the United States Constitution and with the applicable laws, rules, and regulations of the United States, State of Minnesota, St. Louis County, and City of Duluth, including, but not limited to, all environmental restrictive covenants, laws, rules, and regulations

applicable to the Easement Area due to any existing environmental contamination on the Grantor Property or any other land.

7. **Indemnification and Hold Harmless.** Grantor shall not be liable to Grantee for any injury or damage resulting from any defect in the construction or condition of the Easement Area (including environmental contamination) nor for any damage that may result from the negligence of any other person whatsoever. To the fullest extent permitted by law, Grantee shall defend, indemnify, and hold Grantor and its employees, officers and agents harmless from and against any and all costs or expenses, claims or liabilities, including but not limited to, reasonable attorney's fees and expenses, whether asserted by itself or any third party, including claims arising from the acts, omissions, negligence, or misconduct of Grantee or that of its agents, employees, invitees or contractors, or of Grantee's use or occupancy of the Easement Area. The obligations shall include, but not be limited to, the obligations to defend, indemnify, and hold harmless Grantor in all matters where claims of liability against Grantor are alleged to be or could be found to arise out of acts or omissions of Grantee, or are passive, derivative, or vicarious of the negligent or intentional acts or omissions of Grantee, or arise out of or relate to Grantee's negligent, intentional, or wrongful acts or omissions, including breach of any duty in this Agreement by Grantee. The obligations to defend, indemnify, and hold harmless shall be triggered upon the assertion of a claim for damages against Grantor. On ten days' written notice from Grantor, Grantee will appear and defend all lawsuits against Grantor growing out of such injuries or damages using counsel acceptable to Grantor. The indemnification obligations set forth in this document shall survive the termination of the Electric Line Easement for any reason. Grantee shall also indemnify Grantor for any damage to the Property or any of Grantor's property caused by Grantee, its employees, agents, volunteers, participants, users or invitees.

**[Remainder of Page Blank. Signature Page to Follow.]**





# EXHIBIT A

## EASEMENT EXHIBIT

GRANTOR: THE CITY OF DULUTH  
SEE SHEET 2 OF 2 FOR DESCRIPTION

NE 1/4 - NW 1/4  
T.50N R.14W  
SEC. 8

P.O.C.  
NORTHEAST CORNER  
NE 1/4 - NW 1/4  
SEC. 08 T50 R14

EAST LINE OF  
NE 1/4 OF NW 1/4,  
SEC. 08 T50 R14

P.O.B.

EASEMENT

SOUTH LINE OF  
NE 1/4 OF NW 1/4,  
SEC. 08 T50 R14

S89°35'17"W 230.29

S00°24'54"E 1042.97

S00°24'54"E 222.46

N00°24'54"W  
1391.66

SOUTHEAST CORNER  
NW 1/4  
SEC. 08 T50 R14

P.O.C. = POINT OF COMMENCEMENT  
P.O.B. = POINT OF BEGINNING  
P.O.T. = POINT OF TERMINATION

BEARINGS, DISTANCES AND ACREAGE  
ARE BASED ON ST. LOUIS COUNTY  
SOUTH COORDINATE SYSTEM, NAD83  
(2011) ADJUSTMENT, US SURVEY FT

APPROVED BY:

*Seth Weckman* 3/24/25  
CITY ENGINEER DATE



I HEREBY CERTIFY THAT THIS SURVEY, PLAN 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.

*Seth Weckman*

SETH WECKMAN LIC. NO. 57085

DATE 3/6/2025

DR: TDW	APP: STW
DATE: 3/6/2025	

**Westwood**

Phone: (225) 252-8995 13321 Cypress Drive, Suite 101  
Baton Rouge, LA 70817  
Fax: (225) 270-9495 Baton Rouge, LA 70817  
www.westwoodcs.com

Westwood Professional Services, Inc.

SHEET: 1 OF 2

REV. DATE:

MA -36048

TOWNSHIP	RANGE	SECTION
T50N	R14W	8

E:\03\36048\03\_01\03\_01\Survey\CS\County\Projection\Drawings\AS\MINN\EXHIBIT A.DWG, 3/6/25, 10:09



# EXHIBIT A

## EASEMENT EXHIBIT

GRANTOR: THE CITY OF DULUTH

### "PROPERTY"

The Northeast Quarter of the Northwest Quarter (NE 1/4 of NW 1/4) of Section Eight (8), in Township Fifty (50) North of Range Fourteen (14), EXCEPT the Westerly 485 of the Southerly 790 feet

### "EASEMENT AREA"

An easement lying over, under and across that part of the hereinbefore described "PROPERTY" described as follows:

Commencing at the northeast corner of the Northeast Quarter of the Northwest Quarter of Section 8, Township 50 North, Range 14 West; thence South 00 degrees 24 minutes 54 seconds East along the east line of said Northeast Quarter of the Northwest Quarter, a distance of 1042.97 feet to the point of beginning; thence continuing South 00 degrees 24 minutes 54 seconds East along said east line, a distance of 222.46 feet; thence South 45 degrees 34 minutes 40 seconds West, a distance of 90.85 feet to the south line of said Northeast Quarter of the Northwest Quarter; thence South 89 degrees 35 minutes 17 seconds West along said south line, a distance of 230.29 feet; thence North 45 degrees 34 minutes 40 seconds East, a distance of 411.03 feet to the point of beginning.

The side lines of said easement are to be prolonged or shortened to terminate at the east and south lines of said Northeast Quarter of the Northwest Quarter.

### "SUMMARY OF AREAS"

Proposed easement:	0.92 acres, more or less
Proposed easement inside road right of way:	N/A
Proposed easement inside existing easement:	0.81 acres, more or less
Proposed easement less road right of way & existing easement:	0.11 acres, more or less

BEARINGS, DISTANCES AND ACREAGE  
ARE BASED ON ST. LOUIS COUNTY  
SOUTH COORDINATE SYSTEM, NAD83  
(2011) ADJUSTMENT, US SURVEY FT

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Westwood Professional Services Inc.

SHEET: 2 OF 2

MA -36048