

## Exhibit 1

### **TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**

This TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (this “Agreement”) is by and between Minnesota Power, an operating division of ALLETE, Inc., a Minnesota corporation (“Grantor”) and the CITY OF DULUTH, a municipal corporation and political subdivision created and existing under the laws of the State of Minnesota (“City”) (together the “Parties”).

A. Grantor owns the real property located in St. Louis County, Minnesota legally described as follows (the “Property”):

Lots 236, Block 31, DULUTH PROPER SECOND DIVISION, according to the recorded plat thereof

AND

That tract or parcel of land described as follows: Beginning at a point, which point is situate at the intersection of the extended center line of Fifteenth Avenue West, now vacated, and the center line of West Superior Street thence proceeding Easterly along said center line of West Superior Street to the point of intersection of said center line of West Superior Street with the extended Easterly boundary line of Lot 238, Block 31, Duluth Proper, Second Division; thence Southerly along said extended Easterly boundary line of said Lot 238 to the center line of West Michigan Street, thence Westerly along said center line of West Michigan Street to the extended center line of Fifteenth Avenue West, now vacated; thence Northerly along said extended center line of said Fifteenth Avenue West, now vacated, to the place of beginning, all of the foregoing land being in DULUTH PROPER, SECOND DIVISION, on file and of record in the office of the Register of Deeds.

B. City will be reconstructing West Superior Street to (i) replace the existing roadway with a new bituminous road with curb and gutter; (ii) install new sidewalks, multi-use paths,

improved street lighting and green space; and (iii) replace watermain and storm sewer (collectively, the “Project”).

C. During the Project, City needs to temporarily use space outside of the right-of-way of West Superior Street for construction purposes.

D. City desires to temporarily use that portion of the Property legally described on the attached Exhibit A and depicted on the attached Exhibit B (the “Temporary Construction Easement Area”) for the Project and Grantor is willing to provide City with a temporary easement to do so.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained in this Agreement, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

## **I. PERMISSION AND PROPERTY**

A. Grantor grants and conveys to City, its employees, contractors, agents and subcontractors, a non-exclusive, temporary construction easement to enter onto the Temporary Construction Easement Area with all necessary tools, equipment, vehicles, and related materials for the purpose of completing the Project and related activities (the “Easement”). City, its employees, contractors, agents and subcontractors may enter onto the Temporary Construction Easement Area at all times for the purposes described above. From time to time during the Term (defined below), City’s use of the Temporary Construction Easement Area may be exclusive as necessary to perform its construction activities and to protect the public.

B. City’s use of the Temporary Construction Easement Area shall be limited to the purposes stated above.

C. The Easement shall extend to and bind the successors and assigns of Grantor and City and shall run with the land.

## **II. TERM**

Notwithstanding the date of execution of this Agreement, the term of this Agreement shall begin October 1, 2025 and shall expire at the end of the day on December 31, 2028, or on such date that the Project is completed, whichever occurs first (the “Term”). City shall restore the Temporary Construction Easement Area, as reasonably practical, to its original condition, or better, upon the expiration or termination of this Agreement.

### **III. INSURANCE**

During the Term, City shall provide and maintain in full force and effect the following minimum amounts of insurance coverage: comprehensive commercial general liability insurance in an amount not less than \$1,500,000 for bodily injuries and in an amount not less than \$500,000 for property damage or \$1,500,000 single limit coverage. Insurance coverage shall include City's activities occurring upon or within the Temporary Construction Easement Area occupied under this Agreement whether said activities are being performed by City or its employees, agents, contractors, and subcontractors. The insurance policy shall contain a condition that it may not be cancelled without thirty (30) days' written notice to Grantor, directed to the attention of the City Attorney. Grantor must be named as an additional insured on City's insurance policy and the certificate of insurance must specifically make reference to this Agreement. City may meet the requirements of this Section III in whole or in part through self-insurance.

### **IV. LAWS, RULES AND REGULATIONS**

During the Term, City will conduct its activities related to this Agreement 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.

### **V. INDEMNIFICATION**

Each party agrees to indemnify, defend and hold harmless the other party, its officers, agents, licensees and employees, from and against any and all liabilities, damages, losses, costs, and expenses arising from or out of the party's occupancy or use of the Temporary Construction Easement Area or any part thereof, occasioned wholly or in part by any act or omission of such party, its employees, contractors, agents and subcontractors.

### **VI. NO THIRD PARTY RIGHTS**

This Agreement is to be construed and understood solely as an agreement between the parties hereto regarding the subject matter herein and shall not be deemed to create any rights in any other person or on any other matter. No person, organization, or business shall have the right to make claim that they are a third party beneficiary of this Agreement or of any of the terms and conditions hereof, which, as between the parties hereto, may be waived at any time by mutual agreement between the parties hereto.

### **VII. APPLICABLE LAW**

The laws of the State of Minnesota shall govern all interpretations of this Agreement, and the appropriate venue and jurisdiction for any litigation that may arise under this Agreement will be in and under those state courts located within St. Louis County, Minnesota.

## **VIII. AMENDMENTS**

Any amendments to this Agreement shall be in writing and shall be executed by the same individuals who executed this Agreement or their successors in office.

## **IX. AUTHORITY TO EXECUTE AGREEMENT**

Grantor represents that it is the owner of the Temporary Construction Easement Area and the individuals signing below have the authority to execute this Agreement on behalf of Grantor.

## **X. NOTICES**

City of Duluth Attn: City Clerk 411 W. First Street, Room 318 Duluth, MN 55802	ALLETE, Inc Attn: Real Estate Services 30 West Superior Street Duluth, MN 55802
With a Copy to:  City of Duluth Attn: City Engineer 411 W. First Street, Suite 240 Duluth, MN 55802	With a Copy to:  ALLETE, Inc Attn: Legal Services 30 West Superior Street Duluth, MN 55802

## **XI. ENTIRE AGREEMENT**

This Agreement, including exhibits, constitutes the entire agreement between the parties and supersedes all prior written and oral agreements and negotiations between the parties relating to the subject matter hereof. This Agreement may be executed in counterparts, which together shall form one original.

## **XII. RECORDING OF AGREEMENT IN REAL ESTATE RECORDS**

City may, in its discretion and at its sole cost, record this Agreement in the St. Louis County, Minnesota real estate records.

*[Remainder of this page is intentionally left blank.]*

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as indicated below.

**MINNESOTA POWER, an operating  
division of ALLETE, Inc.**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF MINNESOTA    )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by  
\_\_\_\_\_, the \_\_\_\_\_ of Minnesota Power, an operating division  
of ALLETE, Inc., a Minnesota corporation.

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

By: \_\_\_\_\_  
Roger J. Reinert, Mayor

By: \_\_\_\_\_  
Roger J. Reinert, Mayor

Attest: \_\_\_\_\_  
Alyssa Denham, City Clerk

[illegible]

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by Roger J. Reinert, the Mayor of the City of Duluth, a municipal corporation and political subdivision created and existing under the laws of the State of Minnesota.

Notary Public

[illegible]

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by Alyssa Denham, the City Clerk of the City of Duluth, a municipal corporation and political subdivision created and existing under the laws of the State of Minnesota.

Notary Public

This instrument was drafted by:  
Office of the City Attorney  
Room 410 City Hall  
411 West 1st Street  
Duluth, MN 55802-1198

# EXHIBIT A



ORIENTATION OF THIS BEARING SYSTEM IS  
BASED ON THE ST. LOUIS COUNTY  
TRANSVERSE MERCATOR COORDINATE  
SYSTEM, NAD83 (1996 ADJ)

I hereby certify that this exhibit has been checked  
and approved this 18th day  
of AUGUST, 2025.

Signature: [Signature]  
City Engineer

Printed Name: CINDY VOIGT Date: 8-18-25

WEST SUPERIOR  
STREET

SE'LY LINE OF WEST SUPERIOR STREET

NWLY  
15.00 FEET

15.00

OWNER: ALLETE INC /  
MINNESOTA POWER

OWNER: ALLETE INC /  
MINNESOTA POWER

260

258

256

254

DULUTH PROPER SECOND DIVISION  
BLOCK 32

TEMPORARY  
CONSTRUCTION  
EASEMENT  
AREA =  
0.032 AC. (1,500 S.F.)

## EASEMENT EXHIBIT FOR: W SUPERIOR STREET RECONSTRUCTION

DULUTH,  
MINNESOTA

SEH Project DULUT 171078

Drawn By BMG

Surveyed By JAH

Checked By CAL

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 PROFESSIONAL LAND SURVEYOR UNDER  
THE LAWS OF THE STATE OF MINNESOTA.

[Signature]  
CHRIS A. LARSEN, L.S.

DATE 7-29-2025 LICENSE NO. 45848



1  
of 1



Building a Better World  
for All of Us®

## EXHIBIT B

ALLETE INC / MINNESOTA POWER  
West Superior Street  
Proposed Temporary Construction  
Easement Description  
SEH No. DULUT 171078

### Temporary Construction Easement Description:

The northwesterly 15.00 feet of Lots 258 and 256, Block 32, DULUTH PROPER SECOND DIVISION, according to the recorded plat thereof, Saint Louis County, Minnesota.

### CERTIFICATION

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.

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Chris A. Larsen, PLS  
Minnesota License No. 45848

July 29, 2025  
Date

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TEMP EASE Descriptions 2.docx.docx

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 418 West Superior Street, Suite 200, Duluth, MN 55802-1512

SEH is 100% employee-owned | [sehinc.com](http://sehinc.com) | 218.279.3000 | 888.722.0547 | 888.908.8166 fax