

EXHIBIT 1

GAS PIPELINE EASEMENT

This GAS PIPELINE EASEMENT is made by and between Minnesota Power, a division of ALLETE, Inc., a Minnesota corporation (“Grantor”), and the CITY OF DULUTH, a municipal corporation created and existing under the laws of the State of Minnesota (the “City”) for the benefit of the public as set forth herein.

RECITALS

A. Grantor owns the real property in St. Louis County, Minnesota legally described as Lot 258, Block 32, DULUTH PROPER SECOND DIVISION (the “Property”).

B. Grantor wishes to grant the City a nonexclusive, perpetual utility easement for gas pipeline purposes over, under and across a portion of the Property in trust for the benefit of the public at no cost to the City.

C. The location of the Easement (defined below) is that portion of the Property legally described and depicted on the attached Exhibit A (the “Easement Area”).

NOW, THEREFORE, for good and valuable consideration, Grantor grants to the City, in trust for the benefit of the public, a perpetual, nonexclusive utility easement (the “Easement”) over, under and across the Easement Area, for the purpose of accessing, installing, constructing, maintaining, repairing, replacing and removing a gas pipeline, along with the right to excavate and refill ditches and trenches within the Easement Area.

The City shall refill any trenches on the Easement Area promptly and properly tamp and restore the ground surface of the Easement Area. If the City opens any trenches on the Easement Area for the purpose of accessing, installing, constructing maintaining, repairing, replacing, or removing its gas pipeline, it will, as soon as the work is done, reasonably restore the ground surface of the Easement Area. All work performed by the City on the Easement Area will be performed in a proper, professional manner, and during the progress of the work, the City will properly safeguard any trenches.

The City accepts full responsibility for all repairs, replacements, and relocations of Grantor's facilities resulting from the construction, maintenance, repair and replacement of its gas pipeline. Grantor and its tenants, successors and assigns shall not interfere with the City's easement rights. The City shall not interfere with Grantor's or its tenant's, successors' or assigns' use of the Property; provided, however, that temporary disruption of Grantor's, or its tenant's, successors' or assigns' activities in the vicinity of the Easement Area is permissible to the extent necessary to effectuate construction, maintenance, repair and replacement of the City's gas pipeline.

The Easement shall extend to and bind the successors and assigns of Grantor and the City and shall run with the land. This easement document shall be governed by the laws of the State of Minnesota, and all terms, conditions, and covenants herein shall be interpreted in accordance therewith. Grantor represents to the City that the individuals executing this document on behalf of Grantor have the requisite authority to execute this document, and to bind Grantor thereto.

The City, its successors or assigns shall hereby defend, indemnify and hold harmless Grantor, its officers, agents and employees from and against any and all claims, costs, demands, damages, liabilities, judgments, or expenses, including attorney fees, court costs, consultant fees and other legal costs for any injury or death to persons or damage to property arising from or in connection with the exercise of the easement rights granted herein.

IN WITNESS WHEREOF, Grantor and the City have caused this gas pipeline easement to be executed effective as of _____, 2020.

GRANTOR:
Minnesota Power,
a division of ALLETE, Inc.

By: _____
Nicole R. Johnson, VP – ALLETE and
Chief Administrative Officer

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

This instrument was acknowledged before me this _____ day of _____, 2020 by Nicole R. Johnson, the VP – ALLETE and Chief Administrative Officer of Minnesota Power, a division of ALLETE, Inc., a Minnesota corporation.

Notary Public

GRANTEE:
City of Duluth

By: _____
Its Mayor

By: _____
Its City Clerk

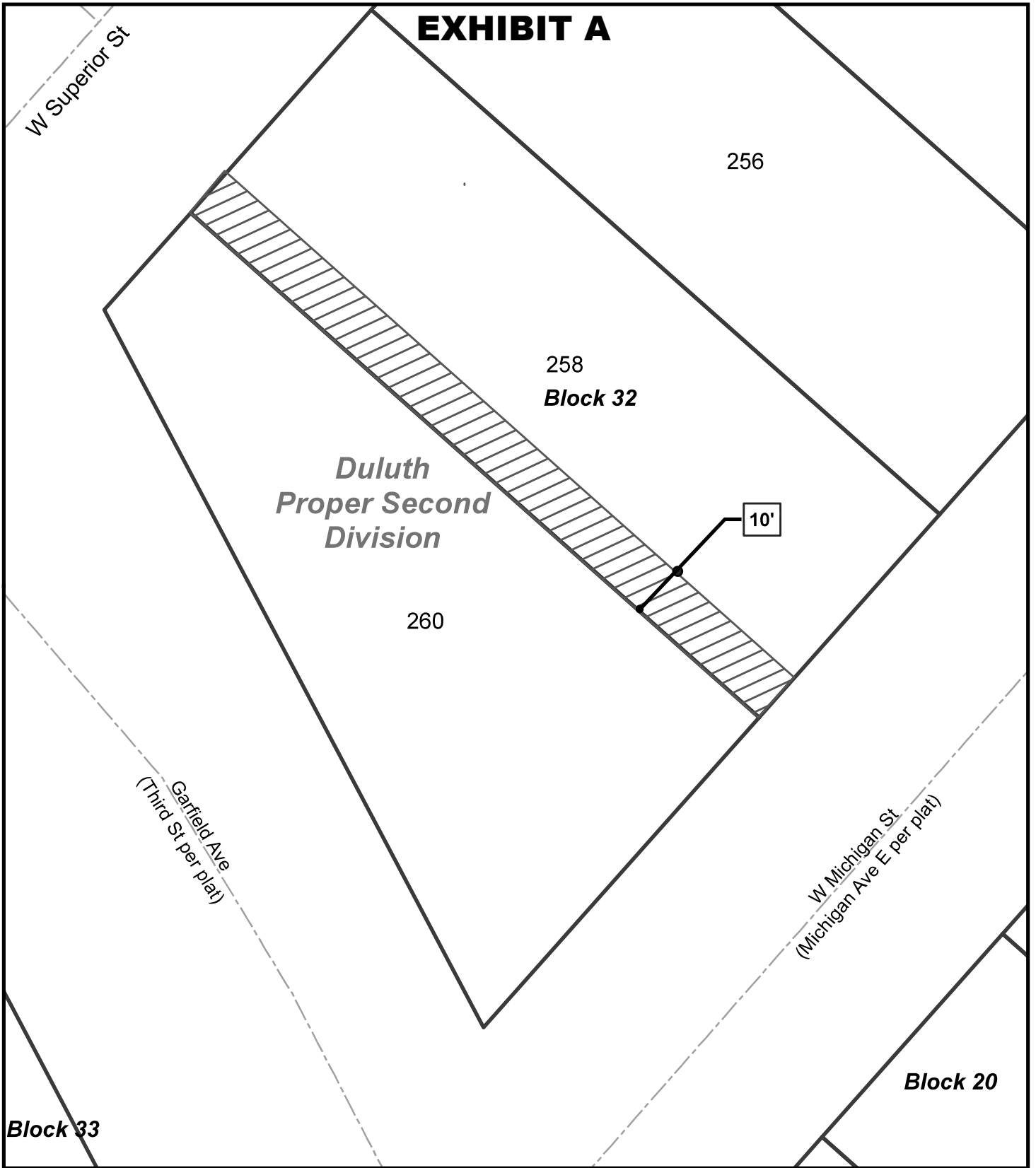
STATE OF MINNESOTA)
) ss.
COUNTY OF ST. LOUIS)

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.

Notary Public

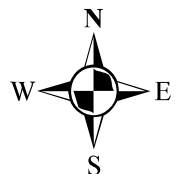
This instrument was drafted by:
Office of the City Attor
Room 440 City Hall
411 West 1st Street
Duluth, MN 55802-1198

EXHIBIT A



EASEMENT AREA

The Southwesterly 10 feet of Lot 258, Block 32, DULUTH PROPER SECOND DIVISION
in St Louis County, Minnesota



City Engineer

Date

1 in = 25 ft