

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, Minnesota a Minnesota municipal corporation, ("Grantee") an easement for public pedestrian passageway and plaza purposes,¹ subject to the terms and conditions contained herein, (the "Easement") across the following described land situated in St. Louis County, Minnesota:

The easement area conveyed by this document is at and above the Superior Street elevation on the property as described on Exhibit A, attached hereto and made a part hereof.

Subject to the terms of this Easement, Grantor grants to Grantee the right, privilege and easement to the easement area for public pedestrian passageway and plaza purposes. In furtherance of such purpose, Grantee and Grantor shall such rights and obligations as contained in that certain Amended and Restated Lake Avenue Plaza Development Agreement with an Effective Date of June 1, 2019.

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. In the event that Grantee, its successors or permitted assigns no longer use this Easement solely for public pedestrian passageway and plaza purposes this Easement shall terminate.

Grantee agrees to assume all risks of, and indemnify and hold harmless, and at the Grantee's expense, defend the Grantor from and against any claim, loss, cost, legal actions, liability or expense (including without limitation, attorneys' fees and costs of appeals) on account of personal injury to or death of any person whomsoever, including but not limited to employees of the Grantor, or damage to or destruction of property to whomsoever belonging, including but not limited to property of the Grantor, that arises out of or results from or is related to, partly or wholly, directly or indirectly, the Grantee's exercise of the rights herein granted. Notwithstanding the foregoing, nothing herein contained is to be construed as an indemnification by Grantee against the sole negligence of the Grantor, its officers, employees or agents.

Grantee also agrees to comply strictly with all applicable federal, state, county and municipal laws, rules, ordinances and regulations relating to all activities contemplated under this Easement. Such strict compliance shall include, but is not limited to, laws, rules, ordinances and regulations governing fire and prevention of fire, stream diversion and pollution, public health, permitting and licensing.

¹ Original description of the Plaza easement (passageway purposes in 1977 deeds; plaza purposes in 1989 deed); would like to clarify.

Grantee hereby assumes, at its sole cost and expense, all obligations imposed upon Grantor by virtue of Grantee's exercise of its rights under this Easement.

The Easement hereby granted shall extend to and bind the successors and assigns of the parties hereto and shall run with the land. Notwithstanding the foregoing, Grantee shall not assign, in whole or in part, its rights or obligations under this Easement without the prior written consent of Grantor, which consent shall be within Grantor's sole discretion.

IN TESTIMONY WHEREOF, the parties hereto have executed this Easement as of this _____ day of _____, 2018.

GRANTOR
Minnesota Power
a division of ALLETE, Inc.

By: _____

Its: _____

GRANTEE
CITY OF DULUTH:

By: _____
Its Mayor

Attest: _____
Its City Clerk
Date Attested: _____, 2019

Countersigned:

By: _____
Its Auditor

Approved as to form:

By: _____
Its City Attorney

[Acknowledgement on the following page]

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

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____ of Minnesota Power, a division of ALLETE, Inc., a Minnesota corporation.

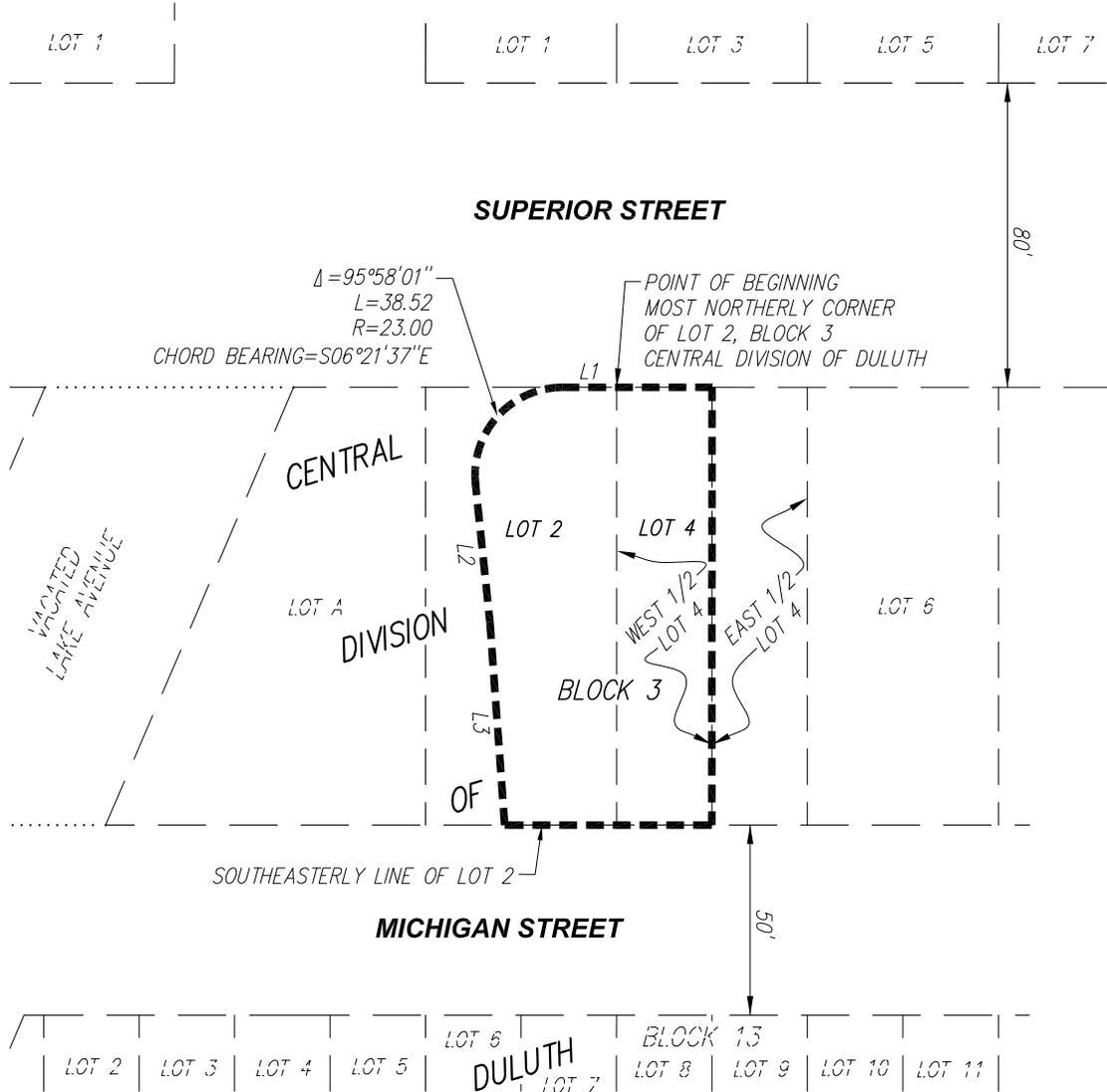
Notarial Stamp or Seal

Notary Public

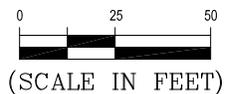
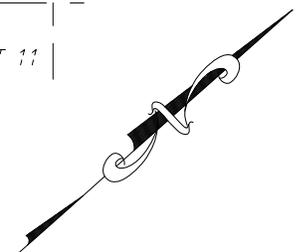
This instrument was drafted by:
Minnesota Power, a division of ALLETE, Inc.
30 West Superior Street
Duluth, MN 55802

EXHIBIT A

EASEMENT FOR PUBLIC PEDESTRIAN PLAZA PURPOSES



LINE TABLE		
LINE	BEARING	LENGTH
L1	S41°37'41"W	14.16
L2	S54°20'38"E	36.41
L3	S52°32'54"E	53.60



Basis of Bearing is Grid North,
 St. Louis County Transverse
 Mercator 96 Coordinate System.

I hereby certify that this plan, specification, 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.

Print Name: Paul A. Vogel License # 44075

Signature: Date: 05/17/2019

REVISED: 05/17/19
 DATE PREPARED: 04/11/19
 PROJ NO: 160479
 FILE: 160479vEXHIB
 SHEET 1 of 2 SHEETS



**PERFORMANCE
 DRIVEN DESIGN.**
 LHBcorp.com

21 W. Superior St., Ste. 500 | Duluth, MN 55802 | 218.727.8446

EXHIBIT A

EASEMENT FOR PUBLIC PEDESTRIAN PLAZA PURPOSES

DESCRIPTION:

THE WEST ONE-HALF (W 1/2) OF LOT 4, BLOCK 3, CENTRAL DIVISION OF DULUTH.

TOGETHER WITH

THAT PART OF LOT 2, BLOCK 3, CENTRAL DIVISION OF DULUTH LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT THE MOST NORTHERLY CORNER OF LOT 2, BLOCK 3, CENTRAL DIVISION OF DULUTH; THENCE SOUTH 41 DEGREES 37 MINUTES 41 SECONDS WEST ALONG THE NORTHWESTERLY LINE OF SAID LOT 2, A DISTANCE OF 14.16 FEET; THENCE SOUTHEASTERLY A DISTANCE OF 38.52 FEET ALONG A TANGENTIAL CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 23.00 FEET AND A CENTRAL ANGLE OF 95 DEGREES 58 MINUTES 01 SECONDS; THENCE SOUTH 54 DEGREES 20 MINUTES 38 SECONDS EAST, A DISTANCE OF 36.41 FEET; THENCE SOUTH 52 DEGREES 32 MINUTES 54 SECONDS EAST, A DISTANCE OF 53.60 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 2 AND SAID LINE THERE TERMINATING.

CONTAINING 6,660 SQUARE FEET, MORE OR LESS.

I hereby certify that this plan, specification, 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.

Print Name: Paul A. Vogel License # 44075

Signature:  Date: 05/17/2019

REVISED: 05/17/19

DATE PREPARED: 04/11/19

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SHEET 2 of 2 SHEETS



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EXHIBIT B

The West One-half (W 1/2) of Lot 4, Block 3, CENTRAL DIVISION OF DULUTH.

TOGETHER WITH

That part of Lot 2, Block 3, CENTRAL DIVISION OF DULUTH lying easterly of the following described line: Beginning at the most northerly corner of Lot 2, Block 3, CENTRAL DIVISION OF DULUTH; thence South 41 degrees 37 minutes 41 seconds West along the northwesterly line of said Lot 2, a distance of 14.16 feet; thence southeasterly a distance of 38.52 feet along a tangential curve concave to the east, having a radius of 23.00 feet and a central angle of 95 degrees 58 minutes 01 seconds; thence South 54 degrees 20 minutes 38 seconds East, a distance of 36.41 feet; thence South 52 degrees 32 minutes 54 seconds East, a distance of 53.60 feet to the southeasterly line of said Lot 2 and said line there terminating.

Containing 6,660 square feet, more or less.

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.

Paul A. Vogel

Signed

Date


5/17/2019

License No. 44075



EASEMENT

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GRANTOR
Minnesota Power
a division of ALLETE, Inc.

By: _____

Its: _____

GRANTEE
CITY OF DULUTH:

By: _____
Its Mayor

Attest: _____
Its City Clerk
Date Attested: _____, 2019

Countersigned:

By: _____
Its Auditor

Approved as to form:

By: _____
Its City Attorney

[Acknowledgement on the following page]

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

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____ of Minnesota Power, a division of ALLETE, Inc., a Minnesota corporation.

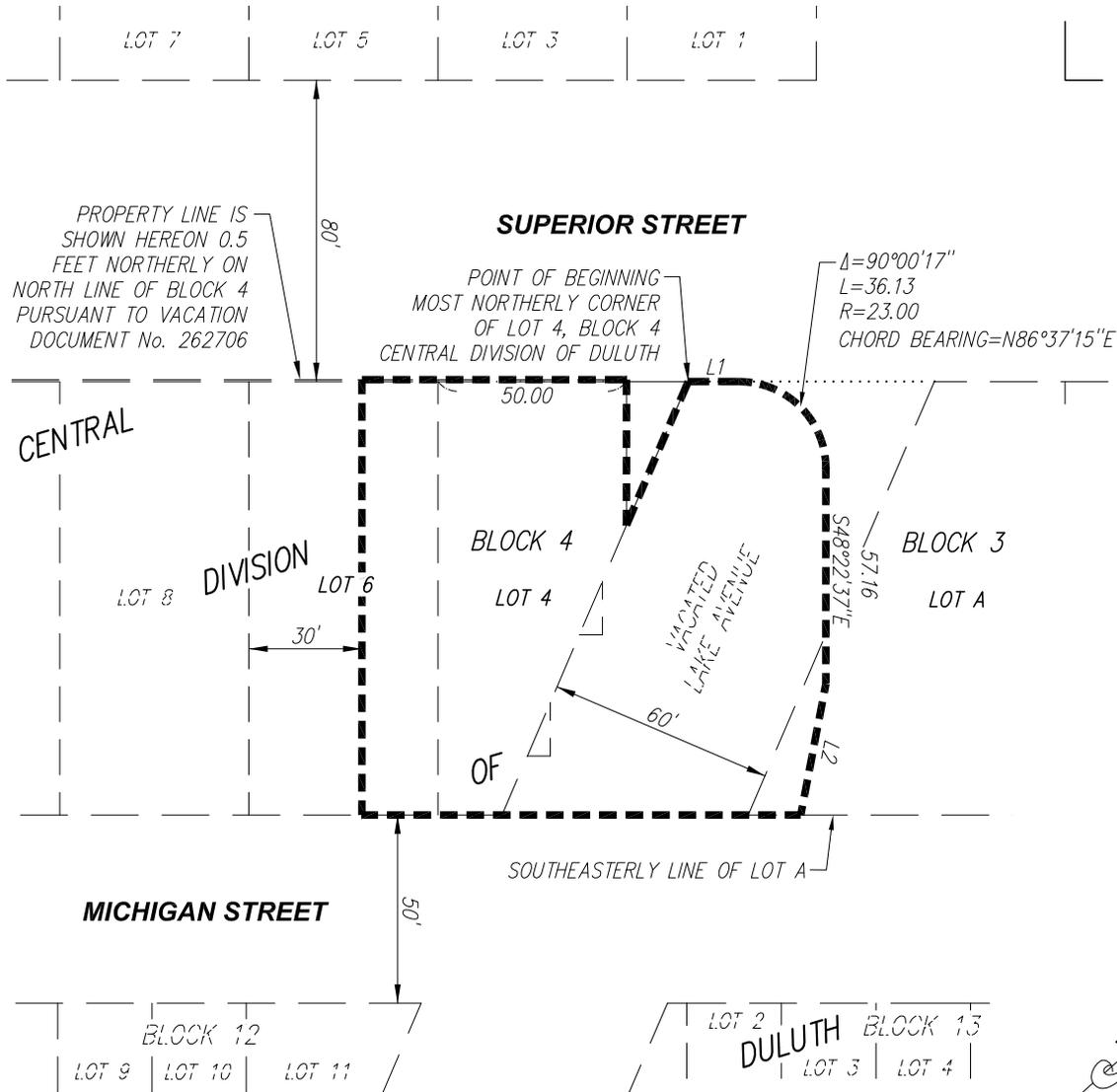
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Notary Public

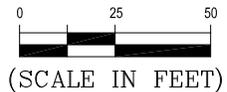
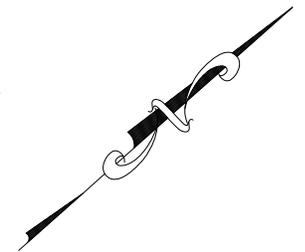
This instrument was drafted by:
Minnesota Power, a division of ALLETE, Inc.
30 West Superior Street
Duluth, MN 55802

EXHIBIT A

EASEMENT FOR PUBLIC PEDESTRIAN PLAZA PURPOSES



LINE TABLE		
LINE	BEARING	LENGTH
L1	N41°37'06"E	13.53
L2	S37°34'36"E	35.52



Basis of Bearing is Grid North,
St. Louis County Transverse
Mercator 96 Coordinate System.

I hereby certify that this plan, specification, 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.

Print Name: Paul A. Vogel License # 44075

Signature: Date: 05/17/2019

REVISED: 05/17/19
DATE PREPARED: 04/11/19
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SHEET 1 of 2 SHEETS



**PERFORMANCE
DRIVEN DESIGN.**
LHBcorp.com

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EXHIBIT A

EASEMENT FOR PUBLIC PEDESTRIAN PLAZA PURPOSES

DESCRIPTION :

LOT 6, BLOCK 4, CENTRAL DIVISION OF DULUTH, EXCEPT THE WESTERLY 30.00 FEET THERE FROM.

TOGETHER WITH

LOT 4, BLOCK 4 OF CENTRAL DIVISION OF DULUTH, LYING WESTERLY OF A LINE DRAWN PARALLEL WITH THE BOUNDARY LINE BETWEEN SAID LOT 4 AND LOT 6 AND DISTANT IN A EASTERLY DIRECTION 50.00 FEET THERE FROM.

TOGETHER WITH

THAT PART OF VACATED LAKE AVENUE AND LOT A, BLOCK 3, CENTRAL DIVISION OF DULUTH LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT THE MOST NORTHERLY CORNER OF LOT 4, BLOCK 4, CENTRAL DIVISION OF DULUTH; THENCE NORTH 41 DEGREES 37 MINUTES 06 SECONDS EAST ALONG THE NORTHEASTERLY EXTENSION OF SAID BLOCK 4, A DISTANCE OF 13.53 FEET; THENCE EASTERLY A DISTANCE OF 36.13 FEET ALONG A TANGENTIAL CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 23.00 FEET AND A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 17 SECONDS; THENCE SOUTH 48 DEGREES 22 MINUTES 37 SECONDS EAST, A DISTANCE OF 57.16 FEET; THENCE SOUTH 37 DEGREES 34 MINUTES 36 SECONDS EAST, A DISTANCE OF 35.52 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT A AND SAID LINE THERE TERMINATING.

CONTAINING 13,650 SQUARE FEET, MORE OR LESS.

I hereby certify that this plan, specification, 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.

Print Name: Paul A. Vogel License # 44075

Signature:  Date: 05/17/2019

REVISED: 05/17/19

DATE PREPARED: 04/11/19

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SHEET 2 of 2 SHEETS



**PERFORMANCE
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EXHIBIT B

Lot 6, Block 4, CENTRAL DIVISION OF DULUTH, EXCEPT the westerly 30.00 feet there from.

TOGETHER WITH

Lot 4, Block 4 of CENTRAL DIVISION OF DULUTH, lying westerly of a line drawn parallel with the boundary line between said Lot 4 and Lot 6 and distant in a easterly direction 50.00 feet there from.

TOGETHER WITH

That part of vacated Lake Avenue and Lot A, Block 3, CENTRAL DIVISION OF DULUTH lying westerly of the following described line: Beginning at the most northerly corner of Lot 4, Block 4, CENTRAL DIVISION OF DULUTH; thence North 41 degrees 37 minutes 06 seconds East along the northeasterly extension of said Block 4, a distance of 13.53 feet; thence easterly a distance of 36.13 feet along a tangential curve concave to the southeast, having a radius of 23.00 feet and a central angle of 90 degrees 00 minutes 17 seconds; thence South 48 degrees 22 minutes 37 seconds East, a distance of 57.16 feet; thence South 37 degrees 34 minutes 36 seconds East, a distance of 35.52 feet to the southeasterly line of said Lot A and said line there terminating.

Containing 13,650 square feet, more or less.

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.

Paul A. Vogel

Signed

Date 5/17/2019 License No. 44075

