

# EXHIBIT 5

## WEST PLAZA 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, an easement for public pedestrian passageway and plaza purposes, subject to the terms and conditions contained herein (this “Easement”) across the following described land situated in St. Louis County, Minnesota:

The easement area conveyed by this document is as described on Exhibit A and depicted on Exhibit B, attached hereto and made a part hereof (the “Easement Area”). In addition, Grantee and Grantor shall have such rights and obligations as to the Easement Area as contained in that certain Lake Avenue Plaza Development Agreement dated May 30, 1985 and filed for record with the St. Louis County Recorder on June 27, 1985 as Document No. 396174, as amended by the First Amendment to the Lake Avenue Plaza Development Agreement with an Effective Date of \_\_\_\_\_, 2020, and filed for record with the St. Louis County Recorder on \_\_\_\_\_, 2020 as Document No. \_\_\_\_\_.

This Easement permits public pedestrian access to the plaza decks within the Easement Area, which is handicapped accessible as provided for in the Americans with Disabilities Act, and vehicular access to said decks with the approval of the Grantee, subject to Grantor’s reasonable safety and security requirements.

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, subject to vacation proceedings as provided by law.

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. 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 \_\_\_\_\_, 2020.

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

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

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_, the \_\_\_\_\_ of Minnesota Power, a division of ALLETE, Inc., a Minnesota corporation.

Notarial Stamp or Seal

\_\_\_\_\_  
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.

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***

***DESCRIPTION :***

*LOT 6, BLOCK 4, CENTRAL DIVISION OF DULUTH, ST. LOUIS COUNTY, MINNESOTA, EXCEPT THE WESTERLY 30.00 FEET THEREOF.*

*TOGETHER WITH*

*LOT 4, BLOCK 4 OF CENTRAL DIVISION OF DULUTH, ST. LOUIS COUNTY, MINNESOTA.*

*TOGETHER WITH*

*THAT PART OF VACATED LAKE AVENUE AND LOT A, BLOCK 3, CENTRAL DIVISION OF DULUTH, ST. LOUIS COUNTY, MINNESOTA, 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 THE NORTHWESTERLY LINE 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: 03/11/2020

PLAZA WEST

DATE PREPARED: 03/11/20

PROJ NO: 200217

FILE: 200217vEXHIB

SHEET 1 of 1 SHEETS



**PERFORMANCE  
DRIVEN DESIGN.**

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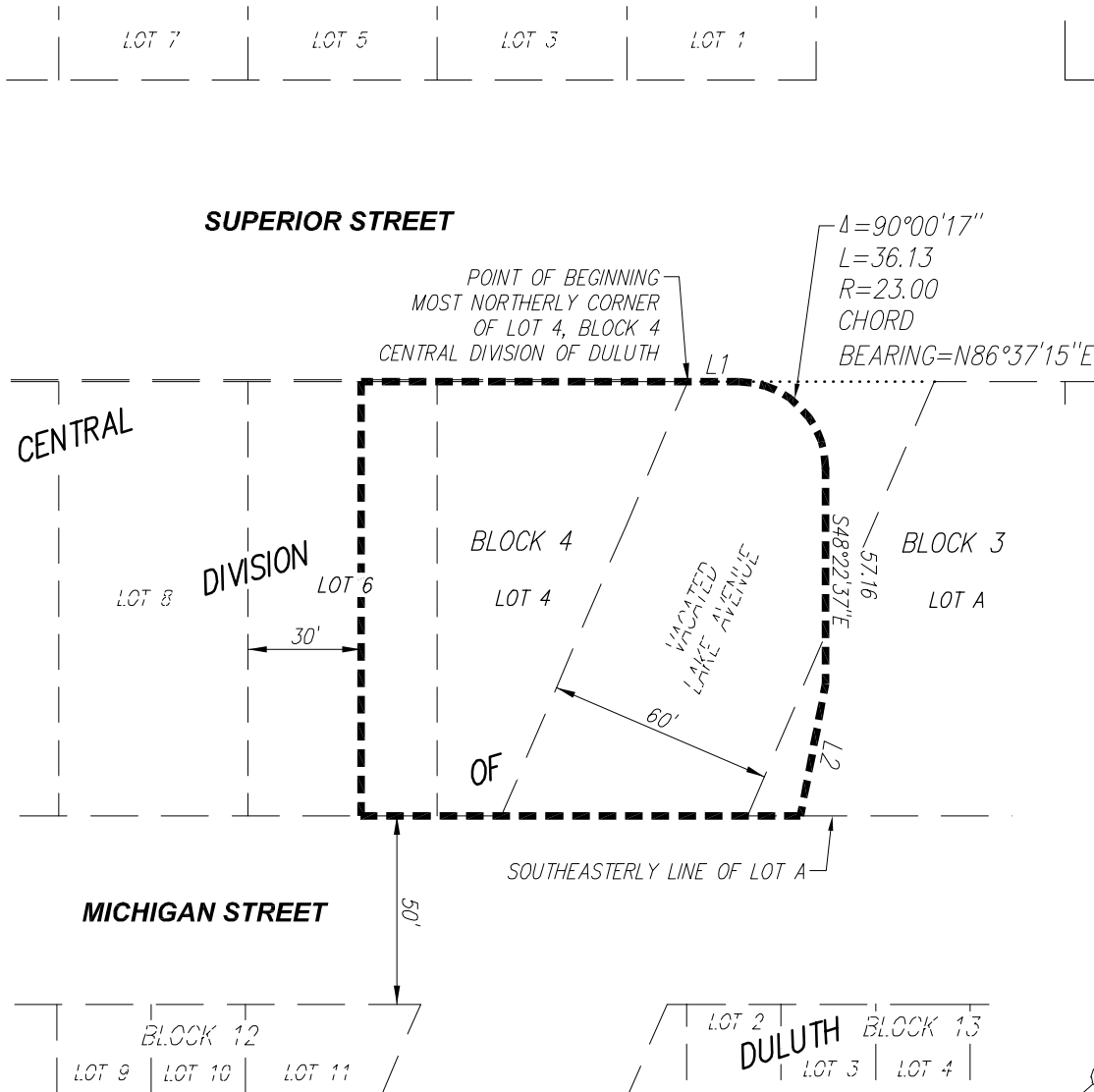
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# EXHIBIT B

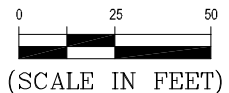
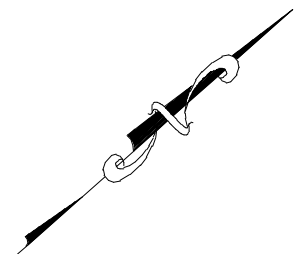


EASEMENT AREA

APPROVED BY: \_\_\_\_\_  
CITY ENGINEER



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: 03/11/2020

PLAZA WEST

DATE PREPARED: 03/11/20

PROJ NO: 200217

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SHEET 1 of 1 SHEETS



**PERFORMANCE  
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