

# **EXHIBIT B**

## **UTILITY EASEMENT RESTORATION AGREEMENT**

This UTILITY EASEMENT RESOTRATION AGREEMENT (this “Agreement”) is made by and between DULUTH ECONOMIC DEVELOPMENT AUTHORITY, an economic development authority under the laws of the State of Minnesota, Chapter 469, also known as DEDA (“Grantor”) and the CITY OF DULUTH, a municipal corporation and political subdivision created and existing under the laws of the State of Minnesota (the “City”).

### **RECITALS**

A. Grantor owns real property in St. Louis County, Minnesota subject to a utility easement retained by the City in that certain vacation resolution by the Duluth City Council, which resolution was recorded in the Office of the St. Louis County Recorder on \_\_\_\_\_, 2023 as Document No. \_\_\_\_\_ and in the Office of the St. Louis County Registrar of Titles on \_\_\_\_\_, 2023 as Document No. \_\_\_\_\_ (the “Vacation Resolution”).

B. The utility easement area is legally described as follows (the “Easement Area”):

That part of the 16 foot wide north/south Alley abutting and adjacent to Lots 1-18, Block 168 and Lots 6 -23 Block 169, WEST DULUTH 7th DIVISION, City of Duluth St. Louis County, Minnesota. The south sideline terminating at the north line of the 10 foot wide east/west alley in Blocks 168 and 169.

AND

That part of the 10 foot wide east/west Alley abutting and adjacent to Lots 23-28, Block 169, WEST DULUTH 7th DIVISION, City of Duluth St. Louis County, Minnesota. The west sideline terminating at the east line of the 16 foot wide north/south alley abutting and adjacent to said Block 169.

C. As a condition of the Vacation Resolution, the City requires that Grantor enter into this Agreement regarding restoration of the Easement Area.

NOW, THEREFORE, for good and valuable consideration, Grantor and the City agree that Grantor shall be responsible, at its sole cost, for restoration and repair of any damage to the surface and to any private improvements located within the Easement Area as a result of the City's exercise of its easement rights within the Easement Area, including but not limited to accessing, operating, maintaining, repairing, or replacing utilities. This Agreement shall extend to and bind the heirs, successors and assigns of Grantor and the City and shall run with the land. This Agreement 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 individual(s) executing this document on behalf of Grantor have the requisite authority to execute this document, and to bind Grantor thereto.

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed effective as of \_\_\_\_\_, 2023.

GRANTOR:

DULUTH ECONOMIC DEVELOPMENT  
AUTHORITY

By: \_\_\_\_\_  
Its: President

By: \_\_\_\_\_  
Its: Secretary

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

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by ChaQuana McEntyre, the President of the DULUTH ECONOMIC DEVELOPMENT AUTHORITY, an economic development authority under the laws of the State of Minnesota, Chapter 469.

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

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

        This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Ellie Just, the Secretary of the DULUTH ECONOMIC DEVELOPMENT AUTHORITY, an economic development authority under the laws of the State of Minnesota, Chapter 469.

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

CITY OF DULUTH:

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

By: \_\_\_\_\_  
City Clerk

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

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by Emily Larson, Mayor, of the City of Duluth, a municipal corporation and political subdivision organized and existing under the laws of the State of Minnesota.

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

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

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by Ian B. Johnson, City Clerk of the City of Duluth, a municipal corporation and political subdivision organized and existing under the laws of the State of Minnesota.

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

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