

**AGENDA**  
**COHASSET CITY COUNCIL**  
**305 NORTHWEST FIRST AVENUE**  
**MONDAY, FEBRUARY 24, 2025**  
**6:00 PM OPEN WORK SESSION**

**6:00 pm – Open Work Session**

**Agenda**

- 1. United Way Day of Action Project List – Stephanie Kessler**
- 2. Kent Koerbitz ICS – Blackwater Banks Boat Landing**
- 3. IEDC – Matt Shermoen**
- 4. Public Hearing Discussion**
- 5. Discussion on Charging Station Easement Agreement – Minnesota Power**
- 6. Discussion on Minnesota Technologies Certificate of Survey**
- 7. Discussion on City Council Meeting Days/times**

WS#1

---

---

**MEMORANDUM**

---

---

**TO:** CITY COUNCIL **WORK SESSION**  
**FROM:** STEPHANIE KESSLER, PARKS & REC COORDINATOR  
**SUBJECT:** UNITED WAY DAY OFACTION - JUNE 17, 2025  
**DATE:** FEBRUARY 24, 2025

---

I am requesting that Council review the United Way Day of Action project list with me to discuss potential projects/concerns and provide general input.

Thank you.

**PROJECTS ARE BELOW. I will have more details at the meeting.**

Project Number	Project Name	Project Description	Priority (Green, Yellow, Red)
1	Paint Parking Lot Lines	Repaint white lines at all city parking lots	Green
2	Paint Crosswalks	Repaint lines at all city crosswalks	Green
3	Paint Speedbumps	Repaint lines at all city speed bumps	Green
4	Paint hydrants	Paint all city fire hydrants	Green
5	Wall Activity Games at Concession Stand	Install wall activity games at Portage concession stand	Green
6	Basketball Court Repaving & Painting	Repair and resurface basketball court at Portage Park and paint backstops	Green
7	Tioga Beach Fishing Pier rehab	Install new decking and railing on dock	Green
8	Hockey Boards & Shack stairs painting	Paint hockey rink boards and warming shack deck stairs/railing	Green
9	Paint Post Office Building & shed	Paint exterior of Post Office building	Green

10	Paint storage containers at Tioga Rec	Paint the two storage containers in the parking lot area of Tioga Rec	Green
11	Clean up neighborhoods	If areas are identified, clean up on private property for those in need could be done	Green if needed
12	Signs along Miss River	Install interpretive signs along the Miss River about ecology	Green
13	Trail Map Signs at Portage	Post directional signs in Portage Park trails/woods	Green/High
14	Interpretive signs and benches at Portage - GRANT	Install signs along and benches along the Portage Park paved trail	Green
15	Edge Regulation Field	Sculpt the regulation field (Field 3) at Portage Park to get good clean edges on infield and baselines	Green
16	Haul Road directional signs at Tioga	Place signs on the trails to identify the haul road	Green
17	Kiosk at Tioga Beach	North Country Trail has a grant for supplies. Day of Action could provide the labor to build it.	Green
21	Artwork at Portage	Install sculptured artwork at Portage Park (along the paved path or along the soccer fields adjacent to the Lake St and Katherine Ave) or at Tioga Rec Area Base Camp. Find sculptors willing to donate their art to keep costs down	Yellow - green if we find artists
31	Rink grassy area rehab	Create some use for the overgrown sand volleyball area east of hockey rink (pollinator garden, sound garden, giant sand box, obstacle course, etc)	Red/Low
32	Bike racks at Portage	Install bike racks at Portage Park (one or two near playground area)	Red/Low
33	Widen Tioga Beach Path	Clean up and widen vegetation along the paved Tioga Beach trail to Co Rd 63	Red/Low
88	Public Works Projects	Add PW projects if we need more tasks for volunteers	Yellow as needed

Hello

Minnesota Power's Real Estate Specialists provided the following instructions for finalizing the site host agreement.

- The attached contract should be signed by a representative that is an authorized signer.
- Areas that need to be completed:
  - o Page 1 – Minnesota Power will add the effective date as the company will be the second to sign.
  - o Page 6 – **BY:** Signature **NAME:** print full name **ITS:** list title
  - o The document should be signed in front of a public notary, and they will fill in the notary section on the bottom of page 6.
  - o Minnesota Power will need the original signed agreement. So once signed:

- We can pick the agreement up in person

OR

- It can be mailed to the address below:  
Minnesota Power  
Attn Jon Sullivan  
30 W Superior St  
Duluth MN 55802

- Once the contract is returned to us, we will fill in the remaining dates related to commencement and memorandum. After fully signed by all parties, we will deliver a full copy of the contract and have the memorandum recorded.

Please reach out if you have any questions.

Thank You,

Jon Sullivan

Minnesota Power  
218-393-5059  
Jtsullivan@mnpower.com

**CHARGING STATION EASEMENT AGREEMENT  
[COHASSET, MN]**

City of Cohasset ("Grantor"), and Minnesota Power, a division of ALLETE, Inc, a Minnesota corporation ("Minnesota Power"), hereby enter into this Charging Station Easement Agreement (this "Agreement") as of \_\_\_\_\_, 202\_\_ (the "Effective Date"). In consideration of the mutual benefits herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Grantor and Minnesota Power (collectively, the "Parties") acknowledge and agree as follows:

**PART 1 EASEMENT GRANT; COVENANTS**

**1.1 Premises; Easement Area.** Grantor is the fee owner of the property located at **305 1<sup>st</sup> Avenue NW, Cohasset, MN 55721**, which is legally described in **Exhibit A-1** and depicted in **Exhibit A-2** attached hereto (the "**Premises**"). Grantor hereby grants to Minnesota Power an exclusive easement for the Term (as defined in Section 2.1) over, under, and across that portion of the Premises legally described in **Exhibit B-1** and depicted in **Exhibit B-2** (the "**Easement Area**") for the construction, installation, operation, use, inspection maintenance, repair, replacement, relocation, and removal of a Charging Station (as defined in Section 3), as well as those uses indicated in Section 1.2 (the "**Charging Station Easement**"). Grantor acknowledges that Minnesota Power will be responsible for all expenditures related to the installation of the Charging Station. Grantor acknowledges Minnesota Power is making these expenditures in reliance upon the terms of this Agreement.

**1.2 Use of Other Portions of the Premises.** During the Term, Grantor also grants to Minnesota Power: (i) a non-exclusive easement over and across the Premises for vehicular and pedestrian access to and from the Easement Area 24 hours per day, 7 days per week, and 365/366 days per year; (ii) a non-exclusive easement over and across areas of the Premises adjacent to the Easement Area for Grantee's use, from time to time, as is reasonably necessary for Grantee's construction, installation, operation, use, inspection maintenance, repair, replacement, relocation, or removal of the Charging Station, including staging; and (iii) a non-exclusive easement over, under and across the Premises to trim, remove, or otherwise control any trees, brush or other vegetation that are located within the Easement Area or located adjacent to the Easement and may, in Minnesota Power's opinion, at any time interfere with the Charging Station.

**1.3 Authorized Parties' Use Of Easements.** Minnesota Power, and to the extent authorized by Minnesota Power, its Charging Station users, customers, invitees, contractors, agents, and employees (the "**Authorized Parties**") may use the easements set forth in this Agreement for the purposes set forth herein.

**1.4 Restrictive Covenants.** During the Term, Grantor agrees that the Premises are subject to the following restrictive covenants: (i) Minnesota Power and its Authorized Parties will have vehicular and pedestrian access to and from the Easement Area at all times and Grantor will not make or allow any material change to the vehicular or pedestrian access without providing sixty (60) days' prior written notice to Minnesota Power; (ii) Grantor will not make or allow any change to the Easement Area without Minnesota Power's prior written consent; and (iv) Grantor will provide the required contiguous parking spaces depicted in **Exhibit B-2**, inclusive of an ADA van-accessible space and accompanying access lane, directly adjacent to the Charger Station for the exclusive use of EVs (the "**EV Parking Spaces**").

**PART 2 TERM; TERMINATION; CONSIDERATION**

**2.1 Agreement Term; Automatic Renewal.** The term of this Agreement (the "**Term**") will commence on the Effective Date and will end on the date that is ten (10) years after the Commencement Date, unless automatically extended per this Section 2.1 or terminated per Section 2.2. The "**Commencement Date**" is the date that the Charging Station is first operational, as determined by Minnesota Power. Once the Commencement Date has occurred, Minnesota Power

will complete, execute and record the Memorandum of Commencement Date in the form attached hereto as **Exhibit C** (the "**Commencement Memorandum**"). Minnesota Power will provide a copy of the recorded Commencement Memorandum to the Grantor. After the initial Term, this Agreement will automatically renew for successive one (1) year periods until Minnesota Power terminates this Agreement in accordance with Section 2.2 or Grantor gives written notice to Minnesota Power of its desire to terminate this Agreement at least one hundred eighty (180) days before the end of the then-current Term (a "**Termination Notice**"). Upon each extension, "Term" shall include the extended period.

**2.2 Minnesota Power Termination.** Minnesota Power may immediately terminate this Agreement at any time upon written notice to Grantor, for any reason or for no reason. Promptly following expiration or termination of this Agreement, Minnesota Power will remove above-grade Charging Station equipment from the Easement Area in a fashion which ensures that no safety hazards remain related to such equipment. Minnesota Power shall, at its sole discretion, cap off and secure, but not remove, any underground electrical wiring and conduits. Upon termination by either Grantor or Minnesota Power, the Parties agree to record evidence of such termination in the County land records where the Premises is located. Upon any termination of this Agreement, both Parties are relieved of any further obligations under this Agreement, except for any obligation that expressly survives termination per the terms of this Agreement. The terms of this Section shall survive termination.

**2.3 Consideration.** Grantor agrees and acknowledges that this Agreement and each extension to the Term is given in consideration of the benefit Grantor will derive from having the Charging Station on the Premises, including use of the Charging Stations by Grantor's customers.

### **PART 3 CHARGING STATION FACILITIES**

**3.1 Charging Station Facilities.** Each "**Charging Station**" includes all EV charging equipment; signage; electrical equipment, meters, hardware, and software; and supporting equipment and structures installed by Minnesota Power, including electric distribution cabinets and equipment, concrete pads, and protective bollards. The number and approximate location of each Charging Station is indicated in **Exhibit B-2**. Minnesota Power (itself or through its Authorized Parties), at any time and for any reason during the Term, may upgrade, revise, alter, swap, or remove all or part of any Charging Station in the Easement Area and may perform security assessments and install (or add additional) reasonable security features, including lighting or cameras.

**3.2 Signage.** Minnesota Power may paint, place, erect, or project signs, marks, or advertising devices within the Easement Area and any other area(s) identified in **Exhibit B-2**, including but not limited to signage on or around the Charging Station designating the area "*EV Charger Parking Only.*"

**3.3 Installation.** Minnesota Power shall retain all ownership rights in the Charging Station. Minnesota Power will have the right to remove all or a portion of the Charging Station at any time during the Term or within six months after expiration or termination of this Agreement, whether or not the items are considered fixtures or attachments to the Easement Area under applicable law. Minnesota Power shall have the right to replace the Charging Station and related equipment during the Term.

**3.4 Operation and Maintenance.** Minnesota Power, at its sole cost and discretion, will maintain and operate the Charging Station. Minnesota Power, in its sole discretion, will determine the type and amount of user fees and method of payment to Minnesota Power. Grantor shall not be entitled to any fee for use of the Charging Station from Minnesota Power, nor shall Grantor be permitted to assess any fees, directly or indirectly, on users who utilize the Charging Station. Notwithstanding the preceding, Grantor may charge parking fees for the EV Parking Spaces if Grantor charges a fee to park in the other parking spaces on the Property. If there are operational or maintenance issues with the Charging Station, Grantor will not undertake any repair; instead, Grantor will promptly contact Minnesota Power per Section 8.4 below. Minnesota Power does not guarantee uninterrupted or continual operation of the Charging Station and may interrupt operation when deemed necessary, in Minnesota Power's sole discretion.

**3.5 Grantor Obligations.** Grantor, at its sole cost and expense, will take all action necessary to maintain the Premises, including the Easement Area and the EV Parking Spaces, in a clean, safe, and orderly condition, to at least the same standard as Grantor customarily maintains the Premises, including providing ambient lighting, snow and ice removal, paving repair and maintenance, including striping, and general security for the Easement Area. Grantor agrees to cooperate with and allow Minnesota Power to take reasonable measures (including towing) to discourage non-EV vehicles from parking in the Easement Area.

**3.6 Property Taxes.** Minnesota Power is solely responsible for personal property taxes imposed on the Charging Station. All other real or personal property taxes related to the Easement Area and the Premises are the sole obligation of Grantor.

## PART 4 INTELLECTUAL PROPERTY; PUBLICITY

**4.1 Minnesota Power Intellectual Property.** As between the Parties, Minnesota Power retains ownership of all of Minnesota Power "Intellectual Property" (each copyright, patent, trademark, service mark, name, logo, design, domain name, trade secret, know-how, and each unique concept, data, or knowledge eligible for legal protection as intellectual property under applicable law). Grantor has, and will obtain, no right in any Minnesota Power Intellectual Property. Any document in any format prepared by or under the direction of Minnesota Power in connection with a Charging Station is solely and exclusively Minnesota Power Intellectual Property.

**4.2 Publicity.** Grantor may not use Minnesota Power's name or any Minnesota Power Intellectual Property without Minnesota Power's prior written consent. No publication or promotional material may claim or imply that Minnesota Power endorses Grantor's business, brand, products, environmental attributes, or Grantor generally. Grantor agrees that it will not place a logo, trademark, service mark, or advertising device on any portion of the Charging Station or in the Easement Area without Minnesota Power's prior written consent. Minnesota Power may advise mapping services, vehicle navigation system manufacturers, or smart phone application developers of the existence of the Charging Station at the Easement Area. To promote and inform the public about the Charging Station, Minnesota Power may disclose to the public information about the location of the Charging Station and its status and may use the business name (or project or shopping center name as designated by Grantor) and address of the Premises in promotional materials, websites, and maps. With Grantor's prior written consent, Minnesota Power may use Grantor's logo, trademark, or service mark in promotional materials, websites, or maps.

## PART 5 GRANTOR REPRESENTATIONS, WARRANTIES AND COVENANTS

Grantor represents, warrants, and covenants that: (i) it has or will obtain any consent or approval required for Grantor to enter into, grant the rights in, and perform its obligations under, this Agreement, and for Minnesota Power to take the contemplated actions with respect to the Easement Area (a) with an interest in the Premises; or (b) whose consent is required under conditions, covenants, or restrictions documents or declarations affecting the Premises; (ii) there is no lien, judgment, encumbrance, or other impediment of title on the Premises that would adversely affect use of the Easement Area by Minnesota Power per this Agreement; and (iii) it will maintain the Premises free of any lien, judgment, encumbrance, or impediment throughout the Term.

## PART 6 INSURANCE

**6.1 Minnesota Power Insurance.** During the Term, Minnesota Power will maintain, at its cost and expense, the following insurance coverages and limits:

- (i) Commercial general liability providing coverage of at least **\$1 million** for any one occurrence in or about the Premises (including the Easement Area), and **\$2 million** in the annual aggregate, including contractual liability coverage, products/completed operations coverage, bodily injury, broad form property damage coverage, and personal injury coverage; and
- (ii) Statutory worker's compensation insurance and employer's liability insurance of **\$1 million** per accident/per employee; and
- (iii) Property insurance covering Minnesota Power's real and personal property interests in each Easement Area on a replacement cost basis.

Minnesota Power shall name Grantor, and, if requested by Grantor, Grantor's mortgagee, as an additional insured under Minnesota Power's commercial general liability policy described in Section 6.1(i) above, for liability caused by or arising out of the rights granted to Minnesota Power under this Agreement. The insurance required hereunder shall be primary and non-contributory over any coverages maintained by Grantor and all limits may be satisfied through any combination of self-insurance, primary insurance or excess liability policies.

**6.2 Grantor Insurance.** Grantor, at its expense, must procure and maintain in effect without interruption throughout the Term insurance policies providing at least the following coverages and limits:

- (i) Commercial general liability providing coverage of at least **\$1 million** for any one occurrence in or about the Premises (including the Easement Area), and **\$2 million** in the annual aggregate, including contractual liability coverage, products/completed operations coverage, bodily injury, broad form property damage coverage, and personal injury coverage; and
- (ii) Property insurance covering Grantor's real and personal property interests at the Premises on a replacement cost basis.

Upon execution of the agreement and upon request during the Term, the Parties will provide each other a certificate evidencing the required coverages. Upon receipt from its insurer(s), the Parties will use its best efforts to provide a thirty (30) days' prior notice of cancellation. The existence, or amount, of insurance does not waive or limit the Parties liability under this Agreement.

**6.3 Mutual Waiver of Claims.** Despite anything to the contrary in this Agreement, to the extent covered by property insurance maintained (or required to be maintained) under Section 6.1 (Minnesota Power Insurance), Minnesota Power waives every right or cause of action for any loss of or damage to the Easement Area or any improvement thereon, or to the personal property of Minnesota Power, regardless of cause or origin and whether or not caused by the fault or negligence of Grantor or its authorized parties except intentional misconduct of Grantor. And despite anything to the contrary in this Agreement, to the extent covered by property insurance maintained (or required to be maintained) under Section 6.2 (Grantor Insurance), Grantor waives every right or cause of action for any loss of or damage to the Premises or any improvement thereon, or to the personal property of Grantor, regardless of cause or origin and whether or not caused by the fault or negligence of Minnesota Power or its Authorized Parties except intentional misconduct of Minnesota Power. Each Party shall cause its insurer(s) to waive all rights of subrogation against the other Party to the extent the Parties waived claims in this Section and shall obtain an endorsement evidencing said waiver.

## **PART 7 BROKERS; ATTORNEYS' FEES; REMEDIES**

**7.1 Brokers.** Each Party represents to the other that it has not dealt with any broker in connection with this Agreement. Each Party will indemnify and hold harmless the other against and from any loss, cost, damage or fee (including reasonable attorneys' fees) resulting from any inaccuracy of this representation and warranty.

**7.2 Remedies.** Grantor specifically agrees that if the covenants in this Agreement are breached, damages will be very difficult, if not impossible, to ascertain. Accordingly, in addition to any other remedy allowed by law, the Parties agree that each covenant will be enforceable in equity and/or by specific performance. The rights and remedies provided by this Agreement are cumulative and are additional to any right under applicable law or in equity; the use of any right or remedy by a Party does not preclude or waive its right to use any other remedy.

## **PART 8 MISCELLANEOUS**

**8.1 Relationship of the Parties; Force Majeure.** The Parties are independent contractors in performance of this Agreement. This Agreement: (i) creates no joint venture, partnership, fiduciary, or agency relationship for any purpose; (ii) confers no right or remedy on any person other than the Parties and their respective successors or assigns; and (iii) creates no contractual relationship with, or cause of action for, any third party. Any renewable energy credit, allowance, or other indicator of environmental benefit attributable to presence of a Charging Station on the Premises during the Term belongs to Minnesota Power. Rights and obligations in this Agreement are independent from any other agreement between the Parties. Neither Party is responsible for delay or failure in performance of this Agreement to the extent the delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, act or omission of carriers, or other similar cause beyond the Party's control.

**8.2 Interpretation.** Both Parties were involved in negotiating this Agreement; no rule allowing construction according to authorship applies. Minnesota law governs all matters, including torts, relating to this Agreement, without regard to choice of law principles. The Parties will resolve a claim or dispute under this Agreement in a state or federal court sitting in Itasca County, Minnesota, regardless of Premises location; each Party consents to exclusive jurisdiction and venue in these courts. This Agreement comprise the Parties' final and exclusive expression of their rights and obligations regarding the Easement Area and supersede any prior oral or written representation, promise, or agreement. Captions are for convenience only and do not affect interpretation; "include" means "include, but are not limited to"; "or" means "either or both"; and defined terms are singular or plural as context requires. Any provisions that logically should apply beyond the expiration or termination of this Agreement will survive such expiration or termination.

**8.3 Modification; Waiver; Assignment; Severability.** Except as otherwise provided herein, no amendment or modification of this Agreement is effective unless made in a writing signed by both Parties. Each Party agrees to execute documents or perform acts reasonably necessary to perform each provision of this Agreement. Failure of a Party to insist on strict performance of any provision does not waive the right to require future performance; a waiver in one instance is not a waiver regarding a later obligation or breach. Minnesota Power shall have the right to transfer and assign, in whole or in part, all of its rights and obligations under this Agreement without consent of Grantor, and upon any such transfer or assignment, Minnesota Power shall be released from any further obligations hereunder. If there is an assignment or change in control of all, or substantially all, of a Party's operations or assets, the Party must provide prompt written notice and the Parties will cooperate to ensure that this Agreement binds the successor. If a court rules a provision unenforceable to any extent, the rest of that provision and all others remain effective; the Parties will



negotiate in good faith to replace the provision. If a court finds a provision unreasonably broad in time or scope, the Parties desire that the court reduce it to the maximum allowable parameter, instead of holding it totally unenforceable.

**8.4 Notices.** Any notice under this Agreement must be in writing and be delivered either by: (i) personal delivery or email (effective that date); (ii) prepaid nationally- or internationally-recognized commercial overnight courier (effective the next business day); or (iii) registered or certified U.S. mail, with proper postage (effective the following fourth business day). All notices shall be sent to the Parties at their respective addresses set forth below.

If to Grantor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

With a Copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

If to Minnesota Power: Minnesota Power  
c/o ALLETE, Inc.  
30 W. Superior Street  
Duluth, MN 55802  
Attn: Real Estate Services Department  
Phone: \_\_\_\_\_  
Email: realestateservices@mnpower.com

With a Copy to: Minnesota Power  
Attn: Legal Services Department  
Phone: \_\_\_\_\_  
Email: legal@mnpower.com

**8.5 Covenants Run with the Land.** This Agreement shall be considered an easement in gross for the benefit of Minnesota Power and its successors and assigns. The Parties acknowledge and agree that the easements and other rights, obligations, covenants and restrictions conferred by this Agreement are intended to, and do, constitute covenants that run with title to the Premises and shall inure to the benefit of and be binding upon the Grantor and its successors in title to the Premises.

**8.6 Recording.** This Agreement will be recorded by Minnesota Power with the Itasca County [Recorder's Office / Registrar of Titles]. The costs to record this Agreement will be paid by Minnesota Power.

**8.7 Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, the undersigned have executed this Charging Station Easement Agreement as of the Effective Date.

**GRANTOR:**

**City of Cohasset**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF MINNESOTA )  
                                  ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, by \_\_\_\_\_, the \_\_\_\_\_ on behalf of the City of Cohasset in the State of Minnesota.

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

IN WITNESS WHEREOF, the undersigned have executed this Charging Station Easement Agreement as of the Effective Date.

**MINNESOTA POWER:**

ALLETE, Inc,  
a Minnesota corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF MINNESOTA )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, by \_\_\_\_\_, the \_\_\_\_\_ of ALLETE, Inc., a Minnesota corporation, on behalf of the corporation.

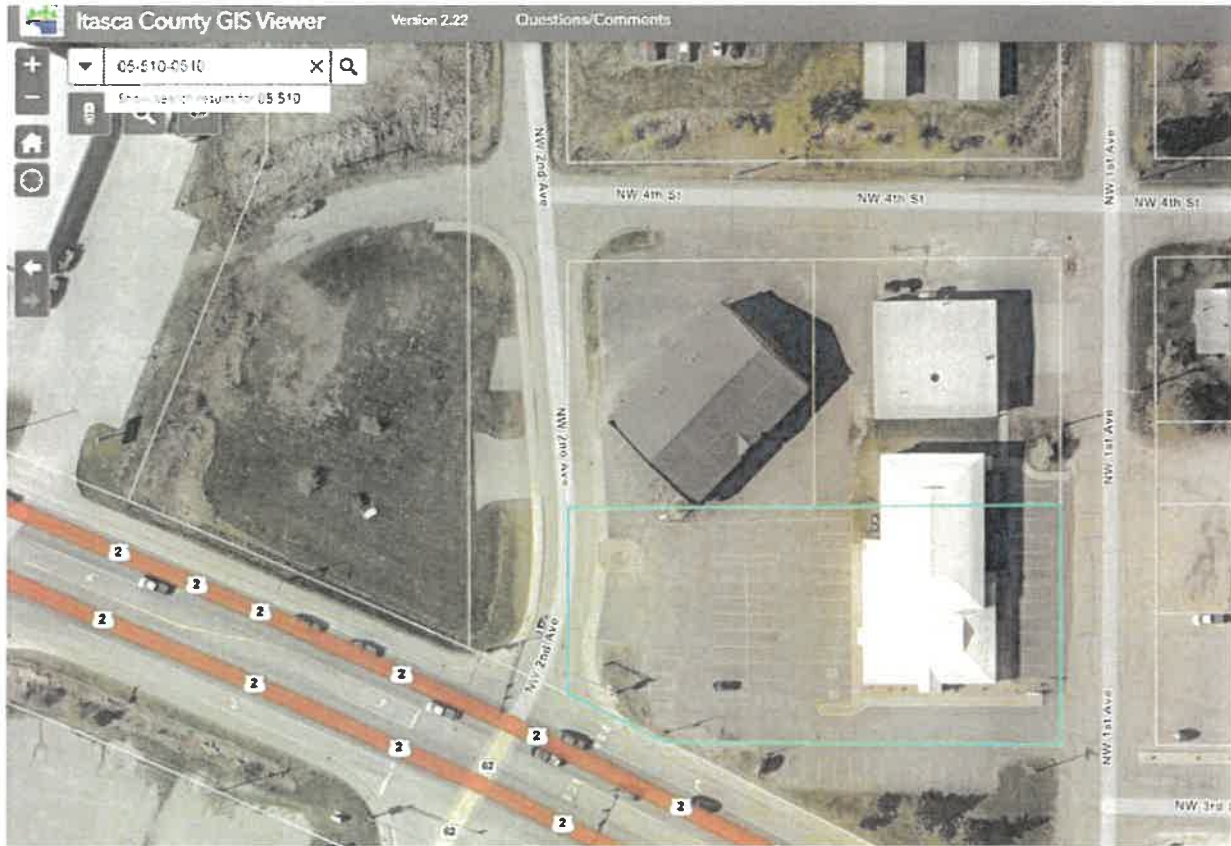
\_\_\_\_\_  
Notary Public

**EXHIBIT A-1**

**Legal Description of the Premises**

**Lots 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 and 18 and S1/2 of vacated E-W Alley lying adjacent thereto,  
Block 5, Riverside Addition to Cohasset, Itasca County, Minnesota**

EXHIBIT A-2  
Depiction of the Premises



**EXHIBIT B-1**

**Legal Description of the Easement Area**

**A strip of land over, under and across that part of Lots 8 and 9, Block 5 of the recorded plat of "RIVERSIDE ADDITION TO COHASSET" on file and of record in the office of the Itasca County Recorder, Itasca County, Minnesota, described as follows:**

**Commencing at the northeast corner of Section 10, Township 55, Range 26 of said Itasca County; thence South 27 degrees 50 minutes 58 seconds West, assuming the north line of the Northeast Quarter of said Section 10 bears North 89 degrees 57 minutes 38 seconds West, a distance of 1364.32 feet to the actual point of beginning of the strip of land herein described; thence North 90 degrees 00 minutes 00 seconds West a distance of 18.00 feet; thence South 00 degrees 00 minutes 00 seconds East a distance of 36.00 feet; thence North 90 degrees 00 minutes 00 seconds East a distance of 18.00 feet; thence North 00 degrees 00 minutes 00 seconds West a distance of 36.00 feet to said point of beginning.**

# EXHIBIT B-2

## STRAIGHTLINE SURVEYING, INC.

P.O. Box 510, 500 Foltz Blvd  
Moose Lake, MN 55767

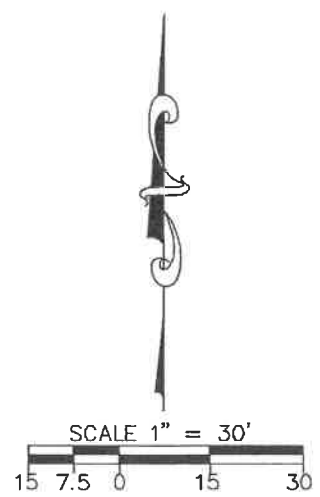
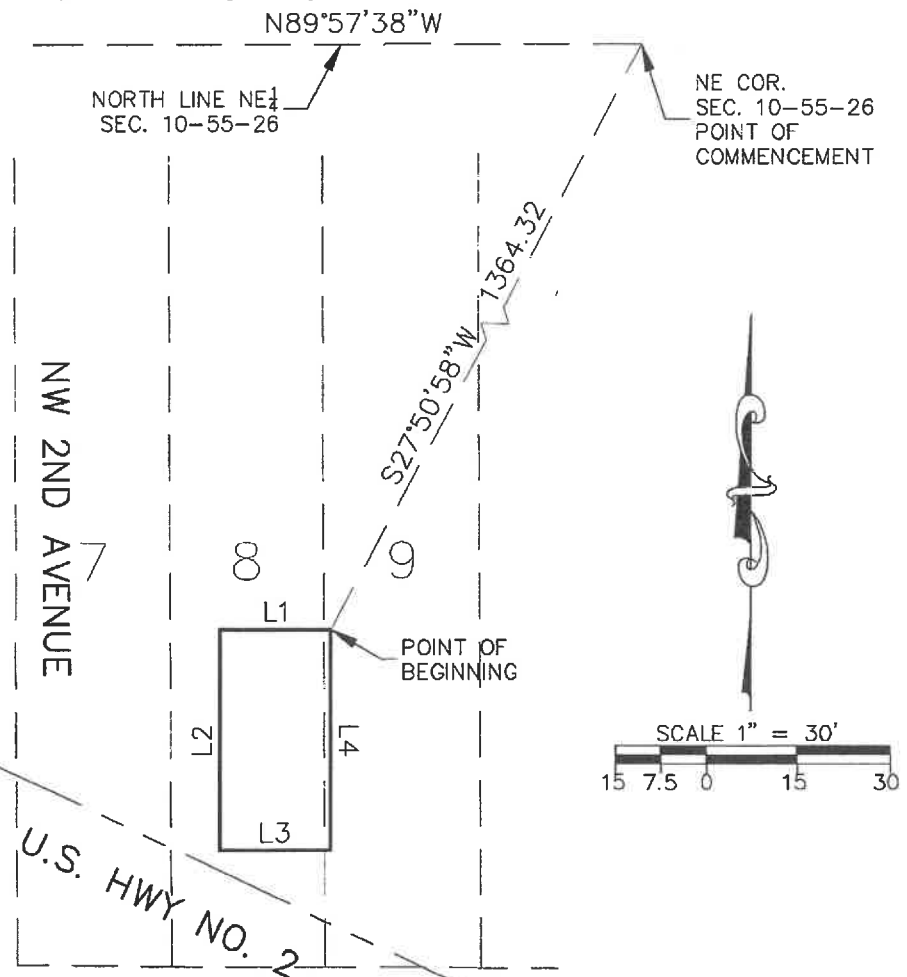
Telephone: (218)-485-4811  
Fax: (218)-485-4811

E-MAIL: [banderson@straightlinesurveying.com](mailto:banderson@straightlinesurveying.com)

### LEGAL DESCRIPTION

A strip of land over, under and across that part of Lots 8 and 9, Block 5 of the recorded plat of "RIVERSIDE ADDITION TO COHASSET" on file and of record in the office of the Itasca County Recorder, Itasca County, Minnesota, described as follows: Commencing at the northeast corner of Section 10, Township 55, Range 26 of said Itasca County; thence South 27 degrees 50 minutes 58 seconds West, assuming the north line of the Northeast Quarter of said Section 10 bears North 89 degrees 57 minutes 38 seconds West, a distance of 1364.32 feet to the actual point of beginning of the strip of land herein described; thence North 90 degrees 00 minutes 00 seconds West a distance of 18.00 feet; thence South 00 degrees 00 minutes 00 seconds East a distance of 36.00 feet; thence North 90 degrees 00 minutes 00 seconds East a distance of 18.00 feet; thence North 00 degrees 00 minutes 00 seconds West a distance of 36.00 feet to said point of beginning.

LINE	BEARING	DISTANCE
L1	N90°00'00"W	18.00
L2	S00°00'00"E	36.00
L3	N90°00'00"E	18.00
L4	N00°00'00"W	36.00



DR. N.G.B.	APP.	MINNESOTA POWER	SHEET 1 OF 1	REV. 0
DATE: 12-11-24	CHK. B.H.A.		REVISION DATE:	
SCALE: 1" = 30'				

I hereby certify that this survey, plan, plat, preliminary plat 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.

*Benjamin H. Anderson*  
Benjamin H. Anderson

45498  
License No.

12-11-2024  
Date

2024-312  
Job No.

NONE  
Book No.

EXHIBIT B-2

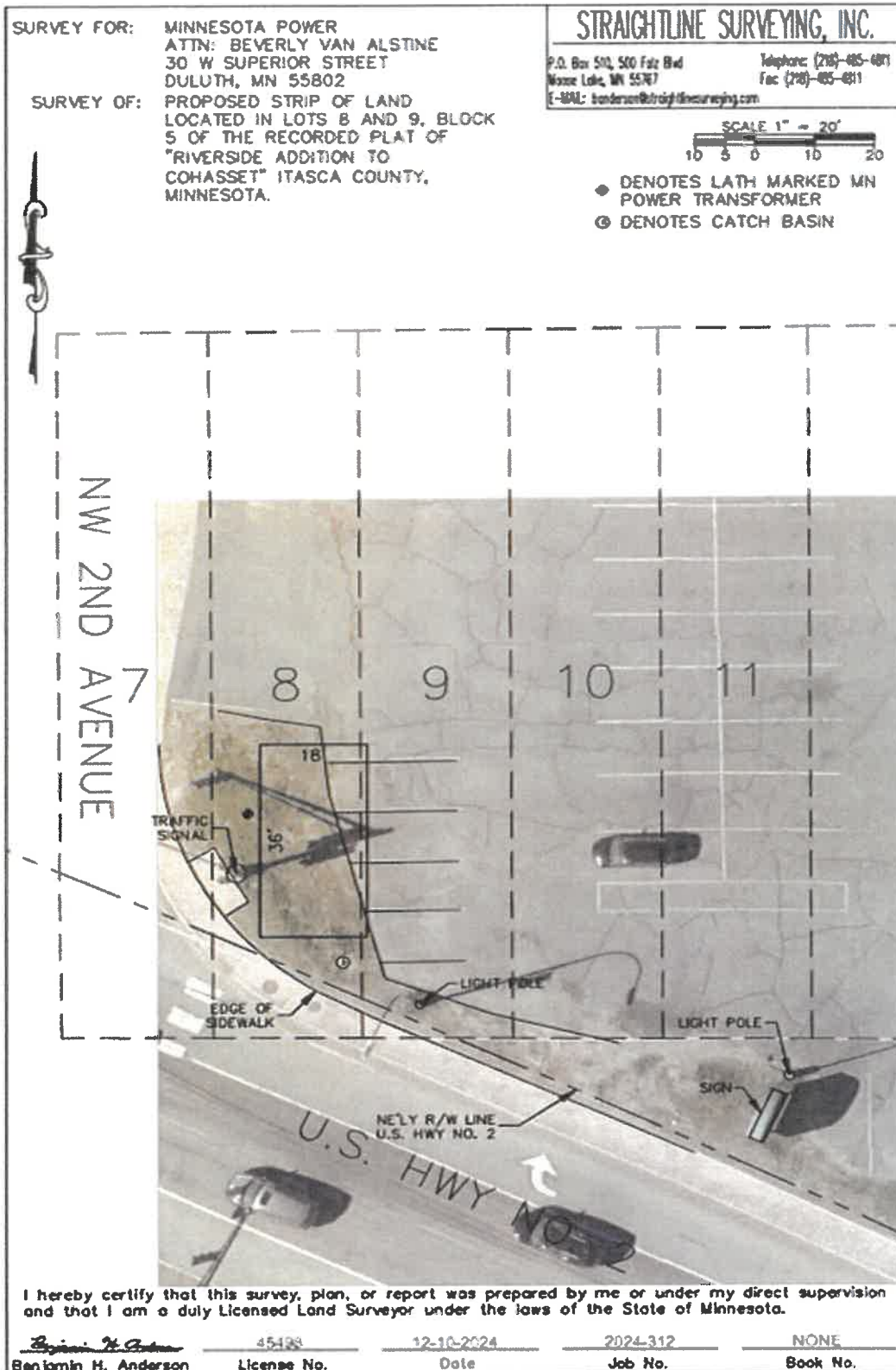




EXHIBIT C

Form of Commencement Memorandum

MEMORANDUM OF COMMENCEMENT DATE

THIS MEMORANDUM OF COMMENCEMENT DATE is hereby attached to and made part of the Charging Station Easement Agreement dated \_\_\_\_\_, 202\_, and recorded \_\_\_\_\_, 202\_ as Document No. \_\_\_\_\_ (the "Agreement"), by and between City of Cohasset, as Grantor, and MINNESOTA POWER, a division of ALLETE, Inc, a Minnesota corporation.

- 1. The Commencement Date, as defined in the Agreement, is \_\_\_\_\_, 202\_.
- 2. The initial Term of the Agreement shall end on \_\_\_\_\_, 202\_, the date which is ten (10) years after the Commencement Date.
- 3. After the initial Term, the Agreement automatically renews for successive one (1) year periods until either Party gives notice of termination to the other Party in accordance with the terms of the Agreement.
- 4. This Memorandum of Commencement Date is a part of the Agreement.

ALLETE, Inc.,  
a Minnesota corporation

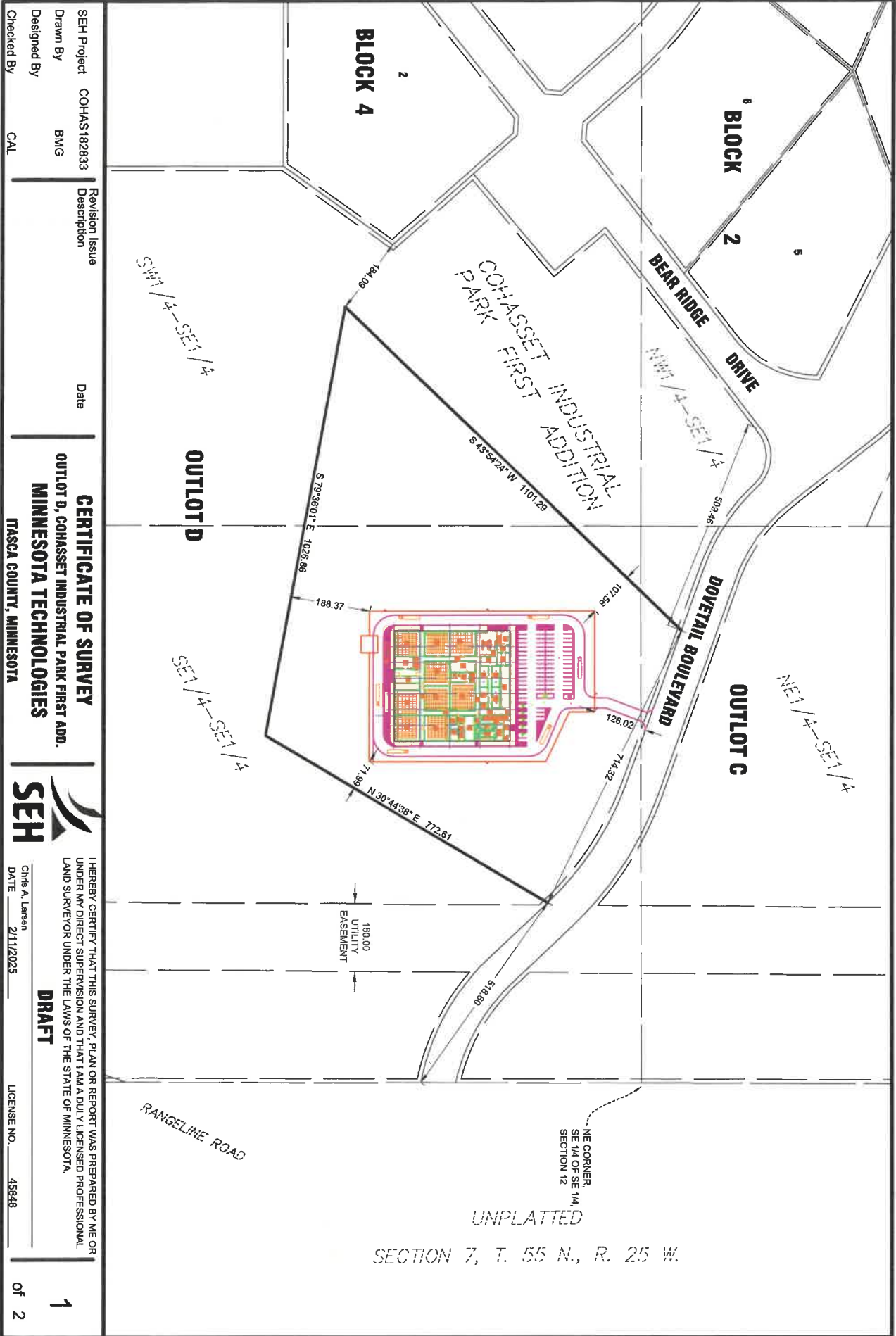
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 202\_, by \_\_\_\_\_, the \_\_\_\_\_ of ALLETE, Inc., a Minnesota corporation, on behalf of the corporation.

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

WS# 6



SEH Project	COHAS182833	Revision Issue		Date	
Drawn By	BMG	Description			
Designed By					
Checked By	CAL				

**CERTIFICATE OF SURVEY**

**OUTLOT D, COHASSET INDUSTRIAL PARK FIRST ADD.**

**MINNESOTA TECHNOLOGIES**

TASCATA COUNTY, MINNESOTA

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.

Chris A. Larsen  
 DATE 2/11/2025  
**DRAFT**  
 LICENSE NO. 45848

1 of 2