

Exhibit 1

(above space reserved for recording information)

EASEMENT AGREEMENT

This EASEMENT AGREEMENT (this “**Agreement**”), entered into this 6th day of July, 2018, by and between Morgan Park Estates Land Development, LLC, a Minnesota limited liability company, its successors and assigns (“**Grantor**”), and the City of Duluth, a municipal corporation under the laws of the State of Minnesota (“**City**”).

WITNESSETH:

WHEREAS, Grantor is the owner of certain property in St. Louis County, Minnesota legally described as follows (the “**Property**”):

Lots 1, 2, 3, 4 and 9, Block 1, MORGAN PARK ESTATES

and;

WHEREAS, subject to the terms and conditions of this Agreement, Grantor wishes to convey to the City a permanent easement for pedestrian purposes over the Property, as hereinafter described, for the mutual and reciprocal benefit and complement of the Property and the present and future owners and occupants thereof, and at no cost to the City.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereby agree as follows:

1. Recitals Incorporated. The foregoing recitals are incorporated herein by reference and made part of this grant of easement.
2. Grant of Easement. Grantor does hereby grant to the City in trust for the general public a permanent non-exclusive easement for pedestrian purposes over the Property, the location

of which easement is legally described on the attached Exhibit A and depicted on the attached Exhibit B (the “**Easement**”).

3. Maintenance. Grantor shall maintain the Easement in a clean and neat condition and shall take such measures as are necessary to control grass, weeds, blowing dust, dirt, litter, snow, ice or debris thereon and in compliance with all applicable ordinances, rules, regulations and laws of the City and State of Minnesota.
4. Covenants to Run with Land. It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every owner and/or every other person or entity now or hereafter having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.
5. Grantee's Acceptance. The grantee of the Property or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from the original Grantor herein or from a subsequent owner of such Property, shall accept such deed or contract upon and subject to each and all of the easements, covenants, conditions, restrictions and obligations contained herein. By such acceptance, any such grantee shall for himself and his successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the original Grantor herein to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the Property so acquired by such grantee.
6. Entire Agreement. This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.
7. Notices. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery, as follows:

Grantor: Morgan Park Estates Land Development, LLC
Attn: Brian K. Solsrud
2 West Bay Lane
North Oaks, MN 55127

With copy to: Steven P. Katkov
Member
Cozen O'Connor
33 South 6th Street, Suite 3800
Minneapolis, MN 55402

City: City of Duluth
Attn: City Clerk
411 West First Street, Room 318
Duluth, MN 55802

8. Governing Law, Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, and all questions concerning the meaning, intention or validity of the terms of this Agreement, as well as the performance of the parties hereto, shall be determined and resolved in accordance therewith. The Parties agree to submit to the exclusive jurisdiction of the State and Federal Courts sitting in St. Louis County, Minnesota, and waive any objections to such location based on jurisdiction, venue or inconvenient forum.
9. Construction of Agreement. Grantor and City have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if drafted jointly by the parties and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.
10. Severability. In the event any provision herein shall be deemed invalid or unenforceable, the remaining provision shall continue in full force and effect and shall be binding upon the parties to this Agreement.

* * * * *

{Signatures Follow}

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first shown above.

GRANTOR:

MORGAN PARK ESTATES
LAND DEVELOPMENT, LLC,
a Minnesota limited liability company

By: _____

Brian K. Solsrud

Its: President

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by Brian K. Solsrud, as President of, and on behalf of Morgan Park Estates Land Development, LLC, a Minnesota limited liability company.

Notary Public

CITY OF DULUTH

Attest:

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

Notary Public

[illegible]

Notary Public

Cozen O'Connor
33 South Sixth Street, Suite 3800
Minneapolis, MN 55402
Attn: Steven P. Katkov, Esq.
(612) 260-9037

EXHIBIT A

LEGAL DESCRIPTION

A 25.00 foot wide easement lying over, under and across that part of Lots 1, 2, 3, 4 and 9, Block 1, MORGAN PARK ESTATES, according to the recorded plat thereof, St. Louis County, Minnesota, the centerline of said easement is described as follows:

Commencing at the Northwestern corner of Lot 1, said Block 1; thence on an assumed bearing of South 00 degrees 00 minutes 00 seconds West, along the West line of said Block 1 for a distance of 295.59 feet to the Southwest corner of said Lot 1, said point being the point of beginning of the centerline herein described; thence North 90 degrees 00 minutes 00 seconds East, along the South line of said Lot 1 and its Easterly extension 196.68 feet; thence Southeasterly 14.40 feet, along a tangential curve, concave to the Southwest, having a central angle of 30 degrees 00 minutes 00 seconds and a radius of 27.50 feet; thence South 60 degrees 00 minutes 00 seconds East 96.05 feet; thence Easterly 14.40 feet, along a tangential curve, concave to the Northeast, having a central angle of 30 degrees 00 minutes 00 seconds and a radius of 27.50 feet to the Westerly extension of the South line of Lot 3, said Block 1; thence North 90 degrees 00 minutes 00 seconds East, along the South line of said Lot 3 and its Westerly extension 274.64 feet to the Southeast corner of said Lot 3 and there terminating.


The sidelines of said easement shall be prolonged or shortened to terminate on the East and West lines of Block 1, said MORGAN PARK ESTATES.

Said easement contains 14,904 Sq. Feet or 0.34 Acres.

SURVEYOR'S NOTES

1. THIS IS NOT A BOUNDARY SURVEY.
2. BEARINGS ARE BASED ON THE WEST LINE OF BLOCK 1, MORGAN PARK ESTATES WHICH IS ASSUMED TO HAVE A BEARING OF S00°00' 00"W.
3. THIS SURVEY HAS BEEN PREPARED WITHOUT BENEFIT OF A TITLE COMMITMENT OR TITLE OPINION. A TITLE SEARCH FOR RECORDED OR UNRECORDED EASEMENTS WHICH MAY BENEFIT OR ENCUMBER THIS PROPERTY HAS NOT BEEN COMPLETED BY ALTA LAND SURVEY COMPANY.

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.


David R. Evanson

DATE: 02-02-2020

MN Lic. No. 49505

EASEMENT EXHIBIT

CLIENT: JMM CONSULTING

REVISIONS:

ADDRESS: 88TH AVE WEST
DULUTH, MN 55808

DATE: 02-26-2020

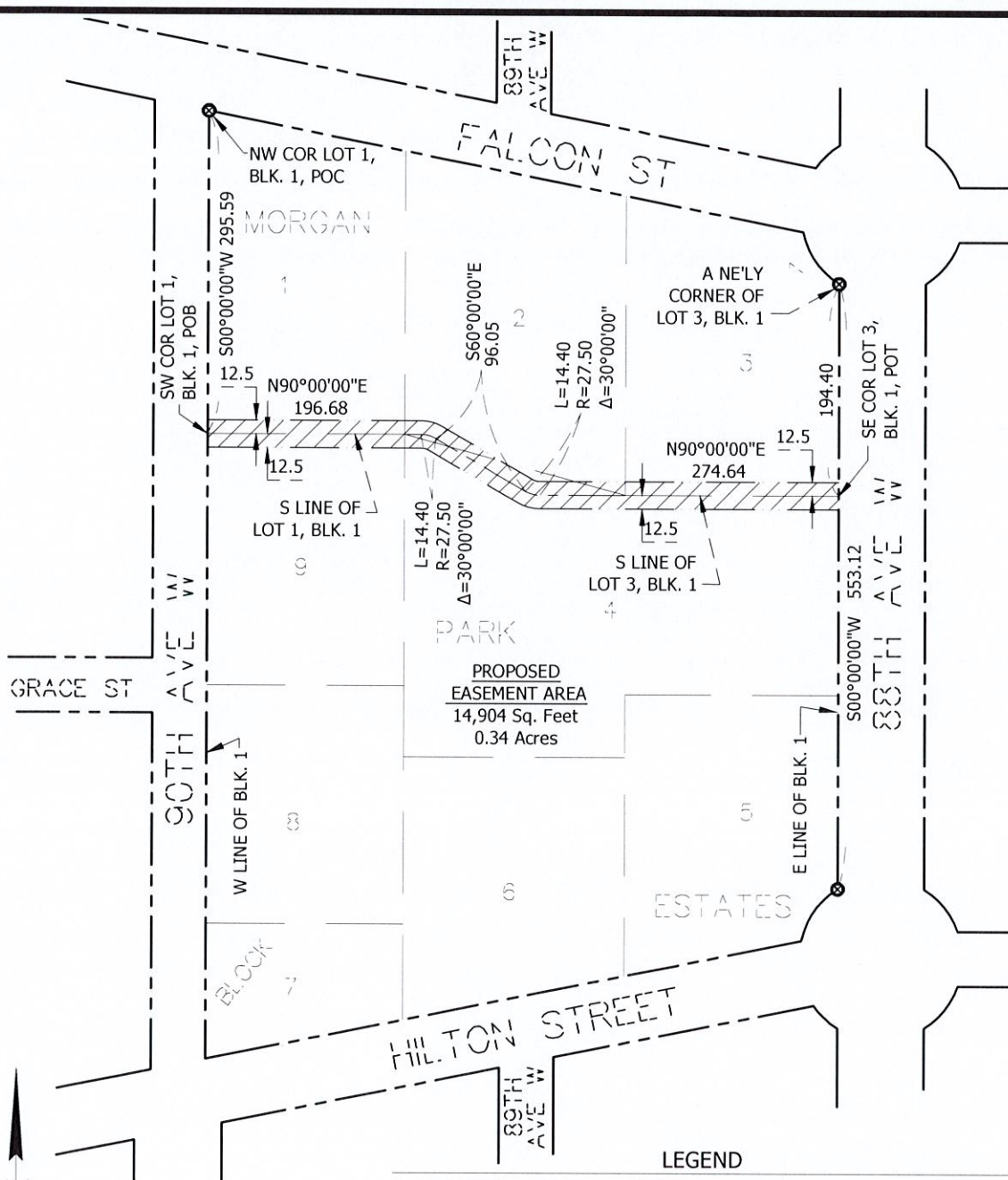
JOB NO: 20-030

SHEET 1 OF 2

 **ALTA**
LAND SURVEY COMPANY

PHONE: 218-727-5211
LICENSED IN MN & WI
WWW.ALTALANDSURVEYDULUTH.COM

EXHIBIT B



LEGEND



EASEMENT AREA



FOUND CAPPED REBAR RLS. NO. 49505

POC-POINT OF COMMENCEMENT

POB-POINT OF BEGINNING

POT-POINT OF TERMINATION

— — — — — CENTER LINE

— — — — — RIGHT OF WAY LINE

— — — — — PLAT LINE

0 150
SCALE IN FEET

Approved by the City Engineer of the City of Duluth, MN.
this 11 day of SEPT 2020

By [Signature]

EASEMENT EXHIBIT

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.

David R. Evanson
David R. Evanson

DATE: 02-02-2020

MN Lic. No. 49505

CLIENT: JMM CONSULTING

ADDRESS: 88TH AVE WEST
DULUTH, MN 55808

DATE: 02-26-2020

REVISIONS:

JOB NO: 20-030 SHEET 2 OF 2

ALTA
LAND SURVEY COMPANY

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