

EXHIBIT 1

RECREATIONAL TRAIL EASEMENT AGREEMENT

THIS RECREATIONAL TRAIL EASEMENT AGREEMENT (this "Agreement") is entered into as of _____, 2019, by and between DULUTH ECONOMIC DEVELOPMENT AUTHORITY, a public body, corporate and politic and political subdivision created and existing under the laws of the State of Minnesota ("Grantor") and the CITY OF DULUTH, a municipal corporation and political subdivision created and existing under the laws of the State of Minnesota ("City").

WHEREAS, Grantor is the fee owner of the land legally described on the attached Exhibit A and depicted on the attached Exhibit B (the "Easement Area").

WHEREAS, City wishes to obtain and Grantor is willing to grant an easement over the Easement Area in favor of City on the terms set forth in this Agreement.

NOW THEREFORE, Grantor, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, does grant to City, its successors and assigns, a perpetual, non-exclusive easement for public recreational, walkway, and trail purposes (the "Easement") over, under and across the Easement Area.

The Easement includes the right of City, its contractors, agents, and employees to enter the Easement Area at all reasonable times for the purposes of locating,

constructing, operating, installing, maintaining, and repairing a multi-use recreational trail and other improvements within the Easement Area. City, its contractors, agents and employees may add, remove, cut, trim, or remove from the Easement Area bituminous material, bark, sand, stones, boards, grass, trees, shrubs, other vegetation, or other landscaping in City's discretion. City, its contractors, agents and employees may construct erosion control structures necessary to maintain a clear, dry passage through the Easement Area, including the right to install, maintain, repair and replace waterbars, steps, and other trail surface structures, as well as culverts as necessary to traverse surface waters within the Easement Area.

Grantor shall have no obligation or duty to maintain, repair, or replace any improvements or vegetation in the Easement Area.

This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. This Agreement may be amended only in writing, signed by both of the parties hereto and recorded in the real estate records in St. Louis County, Minnesota. This Agreement and each and every covenant, agreement, and other provision hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. The Easement shall be perpetual and the Easement and all other rights granted in this Agreement shall run with the land.

[Remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first written below.

GRANTOR:

DULUTH ECONOMIC DEVELOPMENT AUTHORITY

By: [Signature]
Its: President

By: [Signature]
Its: Secretary

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

This instrument was acknowledged before me this 10 day of July, 2019, by Tim McShane, the President, and Zack Fitzpovich, the Secretary, of DULUTH ECONOMIC DEVELOPMENT AUTHORITY, a public body, corporate and politic and political subdivision created and existing under the laws of the State of Minnesota.



[Signature]
Notary Public

CITY OF DULUTH

By: _____
Emily Larson, Mayor

By: _____
Chelsea Helmer, City Clerk

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

The foregoing instrument was subscribed and sworn before me this _____ day of _____, 2019, by Emily Larson and Chelsea Helmer, Mayor and City Clerk, respectively, 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 410 City Hall
411 West 1st Street
Duluth, MN 55802-1198

EXHIBIT A

LEGAL DESCRIPTION FOR EASEMENT AREA

A variable width strip of land over, under, and across those parts of Government Lot 2, Section 5, Township 49 North, Range 14 West, according to the US Government survey thereof, St. Louis County, Minnesota, lying southeasterly of the southerly line of Oneota Street, according to recorded document in Book 40 of Deeds, Page 463, St. Louis County, Minnesota, southerly of the southerly line of TRIGGS AND KENNEDY'S BAY FRONT DIVISION OF DULUTH, according to the recorded plat thereof, St. Louis County, Minnesota, and northerly of the following described line:

Commencing at the northeast corner of Block 11, SUTPHIN'S ADDITION TO DULUTH, according to the recorded plat thereof, St. Louis County, Minnesota; thence South 74 degrees 57 minutes 16 seconds East, along the southeasterly line of said TRIGGS AND KENNEDY'S BAY FRONT DIVISION OF DULUTH, a distance of 91.23 feet to the southerly line of said Oneota Street; thence South 43 degrees 48 minutes 13 seconds West, along said southerly line a distance of 95.49 feet to the POINT OF BEGINNING; thence South 89 degrees 18 minutes 55 seconds East a distance of 79.18 feet; thence North 52 degrees 37 minutes 23 seconds East a distance of 80.85 feet to the said southerly line of TRIGGS AND KENNEDY'S BAY FRONT DIVISION OF DULUTH and there terminating.

AND

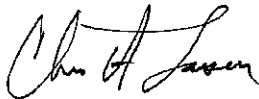
A 20.00 foot wide strip of land over, under, and across those parts of Lots 1 and 2, Block 12, and Lots 1 through 11, Block 9, TRIGGS AND KENNEDY'S BAY FRONT DIVISION OF DULUTH according to the recorded plat thereof, St. Louis County, Minnesota, lying 10.00 feet left and right of the following described centerline:

Commencing at the northeast corner of Block 11, SUTPHIN'S ADDITION TO DULUTH, according to the recorded plat thereof, St. Louis County, Minnesota; thence South 74 degrees 57 minutes 16 seconds East, along the southerly line of said TRIGGS AND KENNEDY'S BAY FRONT DIVISION OF DULUTH, a distance of 91.23 feet to the southerly line of Oneota Street, according to recorded document in Book 40 of Deeds, Page 463, St. Louis County, Minnesota; thence South 74 degrees 57 minutes 16 seconds East, continuing along said southerly line a distance of 80.06 feet to the west line of said Block 12; thence North 00 degrees 46 minutes 10 seconds West along said west line a distance of 58.59 feet to the POINT OF BEGINNING; thence North 17 degrees 19 minutes 02 seconds East a distance of 111.73 feet to the beginning of a tangential curve, concave to the southeast, having a radius of 90.00 feet and a central

angle of 73 degrees 01 minute 35 seconds; thence northeasterly along said curve a distance of 114.71 feet; thence South 89 degrees 39 minutes 24 seconds East a distance of 18.45 feet to the beginning of a tangential curve, concave to the north, having a radius of 100.00 feet and a central angle of 40 degrees 55 minutes 00 seconds; thence northeasterly along said curve a distance of 71.41 feet; thence North 49 degrees 25 minutes 36 seconds East a distance of 55.95 feet to the north line of said Block 9 and there terminating. The sidelines of said strip of land shall be shortened or prolonged so as to terminate on the said west line of Block 12 and said north line of Block 9. EXCEPT lands within platted public alley between said Blocks 9 and 12 according to said TRIGGS AND KENNEDY'S BAY FRONT DIVISION OF DULUTH.

CERTIFICATION

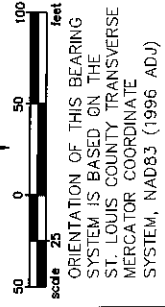
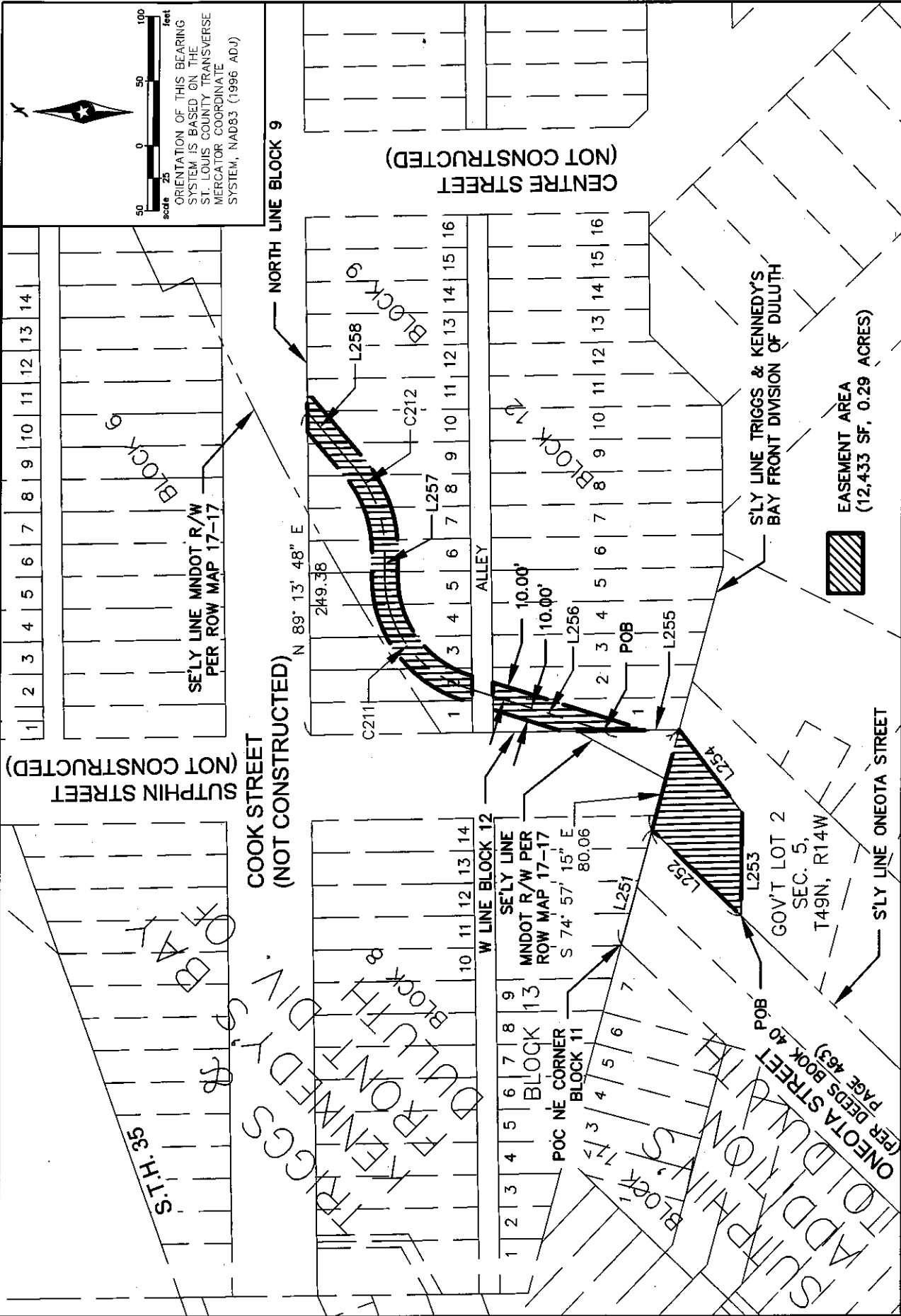
I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.



Chris A. Larsen, PLS
Minnesota License No. 45848

June 7, 2019
Date

EXHIBIT B




ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE ST. LOUIS COUNTY TRANSVERSE MERCATOR COORDINATE SYSTEM, NAD83 (1996 ADJ)

| <p>DRAWN BY: ACD</p> <p>CHECKED BY: CAL</p> <p>SURVEYED BY: N/A</p> | <p>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.</p> <p>Signature: <i>Chris A. Larsen</i> Lic. No. 45848 Printed Name: CHRIS A. LARSEN Date: 06/17/2019</p> | <p>FILE NO. DULUT 109680</p> <p>DATE 06/17/2019</p> <p>SHEET 62419 OF 2</p> | | | | | | | | |
|--|---|---|-----------|----|------|-----------|--|--|--|--|
| <p>SHARED USE PATH DEDA DULUTH, MN</p> | | <p>I hereby certify that this exhibit has been checked and approved this day of <u>June</u> 20<u>19</u></p> <p>Signature: <i>Chad West</i> City Engineer Printed Name: CHAD WEST Date: 6/24/19</p> | | | | | | | | |
| <p>PHONE: 216.279.3000 418 W SUPERIOR ST STE 200 DULUTH, MN 55802-1612 www.sehinc.com</p> <p>SEH</p> | | <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>NO.</th> <th>BY</th> <th>DATE</th> <th>REVISIONS</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> | NO. | BY | DATE | REVISIONS | | | | |
| NO. | BY | DATE | REVISIONS | | | | | | | |
| | | | | | | | | | | |

LINE AND CURVE TABLE

| POINT ID | DELTA | RADIUS | LENGTH | BEARING |
|----------|--------------|--------|--------|-----------------|
| L251 | | | 91.23 | S 74° 57' 16" E |
| L252 | | | 95.49 | S 43° 48' 13" W |
| L253 | | | 79.18 | S 89° 18' 55" E |
| L254 | | | 80.85 | N 52° 37' 23" E |
| L255 | | | 58.59 | N 00° 46' 10" W |
| L256 | | | 111.73 | N 17° 19' 02" E |
| C211 | 073° 01' 35" | 90.00 | 114.71 | |
| L257 | | | 18.45 | S 89° 39' 24" E |
| C212 | 040° 55' 00" | 100.00 | 71.41 | |
| L258 | | | 55.95 | N 49° 25' 36" E |

| | | | | |
|--|--|--|---------------------------------------|---|
| DRAWN BY: ACO CHECKED BY: GAL SURVEYED BY: N/A | 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. Signature: <i>Chris A. Larsen</i> Printed Name: CHRIS A. LARSEN Lic. No. 45848 Date: 06/07/2019 | PHONE: 216.279.3000 418 W SUPERIOR ST STE 200 DULUTH, MN 55802-1512 www.sehinc.com  | SHARED USE PATH DEDA DULUTH, MN | FILE NO. DULUT 109680 DATE 06/07/2019 SHEET 2 OF 2 |
| I hereby certify that this exhibit has been checked and approved this <u>24</u> day of <u>JUNE</u> , 20 <u>19</u> . Signature: <i>Chris A. Larsen</i> Printed Name: CHRIS A. LARSEN Date: 6-24-19 | | City Engineer Signature: <i>Chris A. Larsen</i> Printed Name: CHRIS A. LARSEN Date: 6-24-19 | | |
| NO. | BY | DATE | REVISIONS | |
| | | | | |