

Attachment 1

Snow Removal AGREEMENT

BIRCHWOOD APARTMENTS OF DULUTH DEVELOPER, LLC, a limited liability company under the laws of the State of Minnesota and CCHC MENTAL HEALTH, LLC, a limited liability company under the laws of the State of Minnesota, hereinafter referred to as the “BIRCHWOOD” and “CCHC” do hereby make this AGREEMENT:

BIRCHWOOD is the owner of the 30-Unit Apartment Building located at 4710 Burning Tree Road, Duluth, MN, commonly known as Birchwood Apartments, and legally described on the attached Exhibit B, and CCHC is also the owner of the mental health clinic located at 4720 Burning Tree Road, Duluth MN, and legally described on the attached Exhibit C, hereinafter collectively referred to as the “Property.”

BIRCHWOOD has constructed, pursuant to Memorandum of Understanding between it and the City of Duluth, Minnesota, hereinafter referred to as “CITY”, public and private improvements associated with the development of the Property in accordance with CITY Project No. 1932. Additionally, BIRCHWOOD granted Easements dated September 25, 2020, filed October 7, 2020, as Document No. 1392275 to the CITY, containing both a public dedication and acceptance provisions.

CCHC has constructed, pursuant to Memorandum of Understanding between it and the City of Duluth, Minnesota, hereinafter referred to as “CITY”, public and private improvements associated with the development of the Property in accordance with CITY Project No. 1261. Additionally, CCHC granted an Easement dated August 4, 2014, filed August 20, 2014, as Document No. 1244054 to the CITY, containing both a public dedication and acceptance provisions. The easement was adopted by city council by Resolution 14-0092.

While the CITY has accepted the utilities contained in the Easements for public use it has not yet accepted the Street Easements. The CITY will plow the portion of the public road area contained

within the above recorded easements, which public road and private areas are shown by Exhibit A subject to the following mutually agreed upon conditions:

BIRCHWOOD and CCHC agree that it will perform the following as needed:

- Plow and salt the private areas and parking spaces within the Street Easement; and
- Remove and relocate any ice or snow which the CITY deposits along the private areas, parking spaces or sidewalk along the street due to the lack of sufficient area on the property to provide for parking, snow storage, and area for the CITY to maneuver their equipment. Removal of snow deposited by the CITY onto the private areas shall be the responsibility of the Property owners at their expense and at no cost to the city.
- The Property owners waive any objection to the depositing of snow generated in the normal course of plowing along the designated private or public areas by the CITY.
- The Property owners agree and understand that if they choose to remove the snow from the Street Easement areas prior to the CITY plowing the public area, the CITY will endeavor to bypass or skip the plowing of the public area, so as to not cause the Property owners to be forced to remove the snow twice from their private areas.

BIRCHWOOD and CCHC acknowledge that future termination of this Agreement is at the sole discretion of the CITY and, if said AGREEMENT is terminated, BIRCHWOOD and CCHC will be notified in writing by the CITY and the CITY will formally exercise by separate resolution of the Duluth City Council.


BIRCHWOOD and CCHC acknowledge that additional development within the Property in the future may necessitate modifications and acceptance by the CITY.

This Agreement shall be deemed covenants running with the land and shall be binding upon BIRCHWOOD and CCHC, its successor and/or assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of January, 2023.

BIRCHWOOD APARTMENTS OF DULUTH
DEVELOPER, LLC

By:



Nancy Cashman, Executive Director of
Center City Housing Corp, Its Sole Member

CCHC MENTAL HEALTH, LLC

By:



Nancy Cashman, Executive Director of
Center City Housing Corp, Its Sole Member

CITY OF DULUTH

By:

Emily Larson, Its Mayor

By:

Ian Johnson, Its City Clerk

Approved:


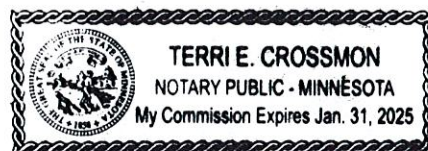
City Attorney

Countersigned:

City Auditor

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

The foregoing instrument was acknowledged before me this 5th day of January, 2023, by Nancy Cashman the Executive Director of Center City Housing Corp., the sole member of Birchwood Apartments of Duluth Developer, LLC, a Minnesota limited liability company, on behalf of the limited liability company.


Notary Public

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

The foregoing instrument was acknowledged before me this 5th day of January, 2023, by Nancy Cashman the Executive Director of Center City Housing Corp., the sole member of CCHC Mental Health, LLC, a Minnesota limited liability company on behalf of the limited liability company.



Notary Public



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

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by Emily Larson and Ian Johnson the Mayor and City Clerk of the City of Duluth on behalf of the City.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
William M. Burns
HANFT FRIDE,
A Professional Association
1000 U.S. Bank Place
130 West Superior Street
Duluth, MN 55802-2094
Tel. (218) 722-4766

EXHIBIT A

VILLAGE MALL,
FIRST ADDITION
LOT 8

VILLAGE MALL,
REARRANGEMENT
OF BLOCK 5
LOT 1

OUTLOT A

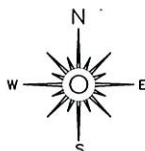
BURNING
TREE RD

ROAD EASEMENT
DOCUMENT #
01244054 &
01392275

UTILITY EASEMENT
DOCUMENT # 01392275



CITY SNOW
REMOVAL AREA



----- EXISTING EASEMENTS

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.

Greg Stoewer
Greg Stoewer

21774

MN. License #

Jan. 6, 2023

Date

Approved by the City Engineer of the City of Duluth, MN
this the 6th day of JANUARY 2023.

By

[Signature]

EXHIBIT A

VILLAGE MALL,
FIRST ADDITION
LOT 8

VILLAGE MALL,
REARRANGEMENT
OF BLOCK 5
LOT 1

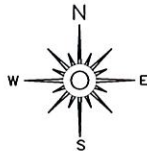
ROAD EASEMENT
DOCUMENT #
01244054 &
01392275

UTILITY EASEMENT
DOCUMENT # 01392275



CITY SNOW
REMOVAL AREA

----- EXISTING EASEMENTS



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.

Greg Stoewer
Greg Stoewer

21774 Jan 6, 2023
MN. License # Date

Approved by the City Engineer of the City of Duluth, MN
this the 6th day of JANUARY 2023.

By *[Signature]*

EXHIBIT B

BIRCHWOOD Real Property Description

The South 100.00 feet of that part the West Half of the North Half of the North Half of the Southeast Quarter of the Northwest Quarter of Section 19, Township 50 North, Range 14 West of the Fourth Principal Meridian, St. Louis County, Minnesota, lying Westerly of the Southerly extension of the West line of Outlot A, Village Mall, Rearrangement of Block 5, Except the West 235.83 feet thereof.

-AND-

That part of the South Half of the North Half of the Southeast Quarter of the Northwest Quarter of Section 19, Township 50 North, Range 14 West of the Fourth Principal Meridian, lying Westerly of the Southerly extension of the West line of Outlot A, Village Mall, Rearrangement of Block 5, Except the West 235.83 feet thereof.

EXHIBIT C

CCHC Real Property Description

That part of the West Half of the North Half of the North Half of the Southeast Quarter of the Northwest Quarter of Section 19, Township 50 North, Range 14 West of the Fourth Principal Meridian, St. Louis County, Minnesota, lying Westerly of the Southerly extension of the West line of Outlot A, Village Mall, Rearrangement of Block 5, except the West 235.83 feet thereof and except the South 100.00 feet thereof.