

EXHIBIT 1

EASEMENT AGREEMENT

This EASEMENT AGREEMENT, entered into this ____ day of _____, 2019, by and between the CITY OF DULUTH, a municipal corporation created and existing under the laws of the State of Minnesota, hereinafter referred to as “Grantor”, and MARINE IRON & SHIP BUILDING COMPANY, a Minnesota corporation, hereinafter referred to as “Grantee”.

WITNESSETH:

Whereas, Grantor is the owner of the property in St. Louis County, Minnesota legally described on Exhibit A attached hereto and made a part hereof (the “Grantor Property”) and depicted on Exhibit B attached hereto and made a part hereof; and

Whereas, Grantee is the owner of property located adjacent to the Grantor Property and legally described on Exhibit C attached hereto and made a part hereof (the “Grantee Property”), which Grantee and its tenants use for parking and other uses; and

Whereas, Grantor and Grantee have had a dispute over the use of property to the west of the Grantor Property, platted as Minnesota Slip, which dispute the parties are desirous of resolving by agreement, in part based on the granting by Grantor to Grantee of the easement as described and under the condition set forth below.

NOW THEREFORE, in consideration of One (\$1.00) Dollar and other good and valuable consideration, receipt of which is hereby acknowledged, and as part of the settlement of the dispute referenced above, Grantor does grant, sell, bargain and convey to Grantee a perpetual, non-exclusive easement over the Grantor Property for automobile parking and signage purposes (the “Easement”), subject to the following terms, conditions and limitations:

1. Grantee agrees that its use of the Easement shall comply with all applicable Federal, State and City code requirements including Unified Development Chapter, Chapter 50 of the Duluth City Code, and as the same may be from time to time amended or replaced, and Grantor’s storm water run-off and signage requirements.

2. Grantor has disclosed, and Grantee acknowledges, the existence of various Grantor-owned utilities on the Grantor Property (the "Utilities"). Grantor retains the right to maintain, repair, replace, rebuild and install additional Utilities on the Grantor Property. Grantee agrees that it will not construct any improvements on the Grantor Property that cause any damage to the Utilities. In the event that any damage or destruction of any improvements on the Grantor Property occurs in the course of maintenance, repair, replacement or rebuilding of any of the Utilities (the "Utility Maintenance"), the cost of repairing or replacing Grantee's improvements shall be solely that of the party performing the Utility Maintenance, except to the extent that the Utility Maintenance is necessary due to the action or inaction of Grantee.
3. Grantee's use of the Grantor Property shall be subject to all non-Grantor-owned utilities located in or on the Grantor Property and the rights of the owners of such utilities in the use of the Grantor Property. Grantee shall be solely responsible for determining the existence of and the extent of any such utilities and rights and Grantor makes no representation with regard thereto.
4. The cost of any improvements to or constructed on the Grantor Property by Grantee shall be solely that of Grantee. Grantee shall be responsible for all maintenance of its improvements on the Grantor Property, including but not limited to snow and ice removal, lawn care and trash removal.
5. This easement agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, successors and assigns. The Easement shall burden the Grantor Property and benefit the Grantee Property. The Easement shall run with the land. Grantor reserves the right to use the Grantor Property for purposes that will not obstruct, impede or interfere with the rights granted to Grantee in this easement agreement.
6. The Easement is limited by its terms and is not a public dedication of the use of the Grantor Property.

In Witness whereof, the parties have hereunto set their hands the day and date first above shown.

CITY OF DULUTH, a Minnesota
Municipal Corporation

MARINE IRON & SHIP BUILDING
COMPANY, a Minnesota Corporation

By _____
Emily Larson
Its Mayor

By _____
Its _____

By _____
Chelsea Helmer
Its City Clerk

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by _____, the _____ of Marine Iron & Ship Building Company, a Minnesota corporation, on behalf of the corporation

Notary Public

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Emily Larson and Chelsea Helmer, the Mayor and City Clerk of the City of Duluth, a Minnesota Municipal corporation, on behalf of the City.

Notary Public

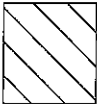
This instrument drafted by:
Robert E. Asleson
Assistant City Attorney, City of Duluth
411 West First Street
Room 410 City Hall
Duluth, MN 55802
(218) 730-5490

LEGAL DESCRIPTION OF EASEMENT FOR PARKING AND SIGNAGE

That part of Lot 15 and the North Half of Lot 14, TRANSFER DIVISION, according to the recorded plat thereof, St. Louis County, Minnesota described as follows:

Commencing at the Northernmost corner of said Lot 14, also being the Easternmost corner of said Lot 15; thence on an assumed bearing of South 64 degrees 49 minutes 58 seconds West, along the Northwest line of Lot 14 for a distance of 4.05 feet to the point of beginning of the easement herein described; thence continue South 64 degrees 49 minutes 58 seconds West, along said Northwest line of Lot 14 for a distance of 113.95 feet to the intersection with a line parallel with and distant 118.00 feet Southwesterly of the Northeastly line of said Lot 14; thence South 25 degrees 10 minutes 02 seconds East, along said parallel line 50.00 feet to the intersection with the Southeastly line of the North Half of said Lot 14; thence South 64 degrees 49 minutes 58 seconds West, along said Southeastly line 71.72 feet; thence North 53 degrees 02 minutes 18 seconds East 22.42 feet; thence North 27 degrees 26 minutes 01 seconds West 20.97 feet; thence North 42 degrees 15 minutes 16 seconds West 29.25 feet; thence North 37 degrees 43 minutes 08 seconds East 25.00 feet; thence North 43 degrees 43 minutes 27 seconds West 31.18 feet; thence North 44 degrees 55 minutes 10 seconds East 68.16 feet; thence North 73 degrees 43 minutes 32 seconds East 6.29 feet; thence North 65 degrees 17 minutes 22 seconds East 44.00 feet; thence North 74 degrees 44 minutes 46 seconds East 26.08 feet; thence South 27 degrees 20 minutes 30 seconds East 44.53 feet; thence North 64 degrees 30 minutes 21 seconds East 18.54 feet; thence South 27 degrees 08 minutes 17.47 feet to the point of beginning.

Said easement contains 11,546 square feet or 0.27 acres.

LEGEND

PROPOSED EASEMENT AREA

POB-POINT OF COMMENCEMENT
POB-POINT OF BEGINNING

CENTERLINE
RIGHT OF WAY LINE
EXISTING EASEMENT LINE
PROPOSED EASEMENT LINE
PLAT LINE
PARCEL LINE

LINE	BEARING	DISTANCE
L1	S64°49'58"W	4.05
L2	S64°49'58"W	113.95
L3	S25°10'02"E	50.00
L4	S64°49'58"W	71.72
L5	N53°02'18"E	22.42
L6	N27°26'01"W	20.97
L7	N42°15'16"W	29.25
L8	N37°43'08"E	25.00
L9	N43°43'27"W	31.18
L10	N44°55'10"E	68.16
L11	N73°43'32"E	6.29
L12	N65°17'22"E	44.00
L13	N74°44'46"E	26.08
L14	S27°20'30"E	44.53
L15	N64°30'21"E	18.54
L16	S27°08'50"E	17.47

Approved by the City Engineer of the City of Duluth, MN this 3rd day of June 2019

By

SURVEYOR'S NOTES

1. 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. THE SURVEYOR ASSUMES NO RESPONSIBILITY FOR SHOWING THE LOCATION OF RECORDED OR UNRECORDED EASEMENTS OR OTHER ENCUMBRANCES NOT PROVIDED TO THE SURVEYOR AS OF THE DATE OF THE SURVEY.
2. BEARINGS ARE BASED ON THE ST. LOUIS COUNTY TRANSVERSE MERCATOR COORDINATE SYSTEM OF 1996. (NAD 83 2011)
3. THIS IS NOT A BOUNDARY SURVEY.

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: APRIL 17, 2019

MN Lic. No. 49505

EASEMENT EXHIBIT

CLIENT: NCE

DATE: APRIL 17, 2019

REVISIONS: XXX

SHEET 1 OF 2

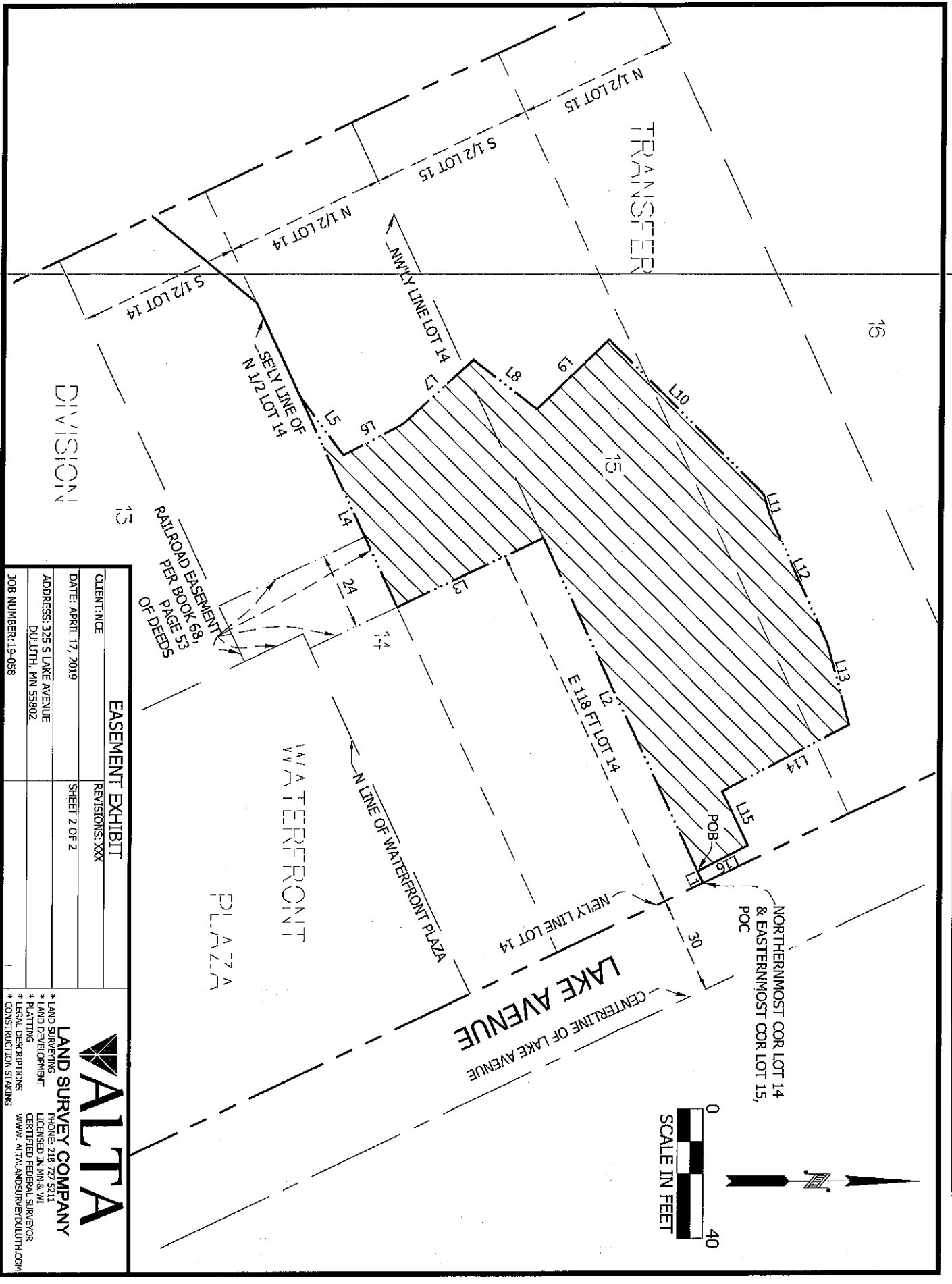
ADDRESS: 325 S LAKE AVENUE
DULUTH, MN 55802

JOB NUMBER: 19-058

LAND SURVEY COMPANY

PHONE: 218-727-5211
LICENSED IN MN & WI
CERTIFIED FEDERAL SURVEYOR
WWW.ALTLANDSURVEYDULUTH.COM

EXHIBIT B



DIVISION

RAILROAD EASEMENT
PER BOOK 68,
PAGE 33
OF DEEDS

WATERFRONT
PLAZA

LAKE AVENUE
CENTERLINE OF LAKE AVENUE

NORTHERNMOST COR LOT 14
& EASTERNMOST COR LOT 15,
POC

0 40
SCALE IN FEET

ALTA

LAND SURVEY COMPANY

EASEMENT EXHIBIT	
CLIENT: NCE	REVISIONS: XXX
DATE: APRIL 17, 2019	SHEET 2 OF 2
ADDRESS: 325 S LAKE AVENUE DULUTH, MN 55802	
JOB NUMBER: 19-058	
* LAND SURVEYING * LAND DEVELOPMENT * PLATTING * LEGAL DESCRIPTIONS * CONSTRUCTION STAKING	
PHONE: 218-723-5211 LICENSED IN MN & WI CERTIFIED FEDERAL SURVEYOR WWW.ALTAANDSURETYDULUTH.COM	

EXHIBIT C

S ½ of Lot 14, TRANSFER DIVISION OF DULUTH, EXCEPT that part platted as Common Interest Community Number 29, Condominium, Waterfront Plaza, filed in the office of the Registrar of Titles, as Document No. 644699

EXCEPT the southeasterly one-half of Lot 14, TRANSFER DIVISION OF DULUTH, according to the duly recoded plat thereof, situate in St. Louis County, Minnesota, which lies northwesterly of the following described line:

Beginning at a point on the southwesterly line of the above described tract, distant 18 feet southeasterly of the most westerly corner thereof; thence run northeasterly to a point on the northwesterly line of said tract, distant 38 feet northeasterly of the most westerly corner thereof and there terminating.

(Torrens property described in Certificate of Title No. 311989.)

And

That part of the N ½ of Lot 14, TRANSFER DIVISION OF DULUTH, lying northeasterly of a line parallel with and distant 118 feet southwesterly of the northeasterly line of said Lot 14.

(Abstract property.)