

DULUTH CROSS CITY TRAIL
EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is entered into this ____ day of _____, 2019, by and between VERSO MINNESOTA WISCONSIN LLC, a limited liability company under the laws of the State of Delaware ("Grantor"), and the CITY OF DULUTH, a Minnesota municipal corporation ("City").

1. Grant of Easement. Grantor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant to City, its successors and assigns, a perpetual, non-exclusive easement ("Easement") for public recreational, walkway, and trail purposes under, over, upon, across and along that portion of Lots 1, 2, and 3, Block 1, LAKE SUPERIOR PAPER DIVISION, and Lot 1, Block 50, including part of vacated Polk Street (platted First St. S.), WEST DULUTH FIRST DIVISION, St. Louis County, Minnesota, legally described on the attached Exhibit A (the "Easement Area"). The Easement Area is depicted on the attached Exhibit B. That portion of the Easement Area located in Lots 1, 2, and 3, Block 1, LAKE SUPERIOR PAPER DIVISION is referred to in this Agreement as the "Northerly Easement Area."
2. Construction, Repair and Maintenance. Grantor and City agree as follows:
 - a. City, its contractors, agents and employees may enter the Easement Area at all reasonable times for the purposes of locating, constructing, operating, maintaining, repairing, replacing and monitoring a multi-use recreational trail within the Easement Area.
 - b. 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.

- c. 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.
 - d. Grantor shall have no obligation or duty to construct, maintain, repair or replace any improvements or vegetation in the Easement Area.
3. Easement Fencing. City shall construct and maintain continuous fencing no less than six feet (6') in height along both the southerly and northerly lengths of the Northerly Easement Area (the "Easement Fencing"). The portion of the Easement Fencing constructed along the southerly length of the Northerly Easement Area in the location shown on Exhibit C shall be no less than eight feet (8') in height.
4. Additional Fencing. As partial consideration for the grant of the Easement and to address Grantor's concerns regarding security, City shall construct continuous fencing six feet (6') in height around Grantor's parking area in the approximate location shown on the attached Exhibit C (the "Additional Fencing"). Grantor shall be solely responsible for replacing and maintaining the Additional Fencing.
5. Signage. City will maintain signage in the Easement Area identifying the area that is open to the public. The signage will be generally consistent with signage used on other portions of the trail, and in a form acceptable to Grantor.
6. Indemnity. Except to the extent attributable to the negligence or intentional misconduct of Grantor, City shall indemnify, defend and hold harmless Grantor from any and all losses, claims, demands, costs, expenses, damages, actions or causes of action, arising out of or related to the use of the Easement Area by City, its contractors, agents, and employees and the public, including, without limitation, claims for personal injury or property damage, subject to the cap on municipal tort liability under Minnesota Statutes Section 466.04.
7. Severability. If any term, provision or condition contained in this Agreement shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby and each term, provision or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.
9. Amendment. 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.
10. Binding Effect. This Agreement and each and every covenant, agreement, and other provision hereof shall inure to the benefit of and be binding upon the each of 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.

11. Title and Authority. Grantor warrants that it is the owner in fee simple of the Easement Area and the individuals executing this Agreement on behalf of Grantor have the present full authority and power to execute this Agreement without permission from any other party, court, tribunal or trustee. This Agreement has been duly authorized, executed and delivered by Grantor and is a valid and binding obligation of Grantor.
12. Environmental Matters. The City shall not be responsible for any costs, expenses, damages, demands, obligations, including penalties and attorneys' fees, costs, disbursements, or losses resulting from any claims, actions, suits or proceedings relating to a release or threat of release of any hazardous substances, pollutants, or contaminants (i) that may have existed on, or relate to the Easement Area prior to the date of this Agreement, or (ii) placed on the Easement Area by a party other than City or its contractors, agents or employees, or (iii) loss or damage resulting from the acts or failure to act of Grantor, Grantor's employees, agents or contractors.

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GRANTEE:

CITY OF DULUTH

By: _____
Emily Larson, Mayor

Attest: _____
Chelsea Helmer, City Clerk

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

This instrument was acknowledged before me this ____ day of _____, 2019,
by Emily Larson and Chelsea Helmer, Mayor and City Clerk, respectively, of the City of Duluth,
a Minnesota municipal corporation, on behalf of said corporation.

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

Easement Area Legal Description

A strip of land in Lot 3, Block 1, LAKE SUPERIOR PAPER DIVISION, according to the recorded plat thereof, St. Louis County, Minnesota, lying 20.00 feet right of the following described line:

Commencing at an Iron Pin in Monument Box at the centerline intersection of Main St. and N 56th Avenue West (First Ave. W. in the recorded plat of WEST DULUTH FIRST DIVISION), thence North 89 degrees 55 minutes 22 seconds East, along the centerline of Main St. a distance of 379.19 feet to the west line of said Lot 3; thence South 00 degrees 04 minutes 38 seconds East, along said west line a distance of 169.85 feet to the POINT OF BEGINNING; thence North 89 degrees 55 minutes 13 seconds East a distance 201.69 feet and there terminating. The sidelines of said strip shall be shortened or prolonged so as to terminate on the west line of said Lot 3.

TOGETHER WITH

A strip of land in Lots 1, 2, and 3, Block 1, LAKE SUPERIOR PAPER DIVISION, according to the recorded plat thereof, St. Louis County, Minnesota, lying southerly and easterly of the southeasterly Right of Way line of Trunk Highway No. 35, according to recorded R/W Plat 69-106, St. Louis County, Minnesota, and northerly and westerly of the following described line:

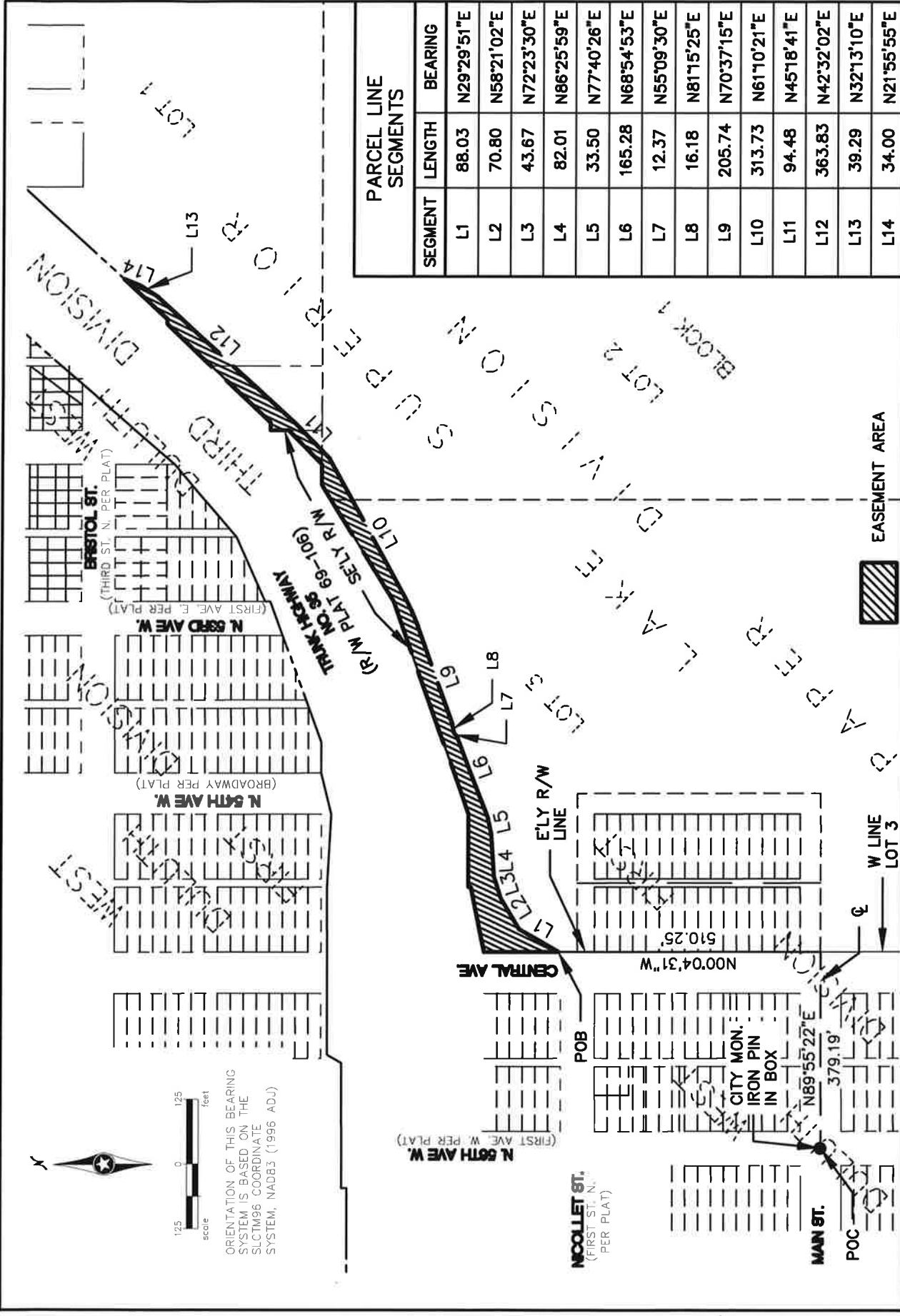
Commencing at an Iron Pin in Monument Box at the centerline intersection of Main St. and N 56th Ave. W. (First Ave. W. in the recorded plat of WEST DULUTH FIRST DIVISION), thence North 89 degrees 55 minutes 22 seconds East, along the centerline of Main St. a distance of 379.19 feet to the west line of said Lot 3; thence North 00 degrees 04 minutes 31 seconds West, along easterly line of Central Ave. and westerly line of said Lot 3 a distance of 510.25 feet to the POINT OF BEGINNING; thence North 29 degrees 29 minutes 51 seconds East a distance of 88.03 feet; thence North 58 degrees 21 minutes 02 seconds East a distance of 70.80 feet; thence North 72 degrees 23 minutes 30 seconds East a distance of 43.67 feet; thence North 86 degrees 25 minutes 59 seconds East a distance of 82.01 feet; thence North 77 degrees 40 minutes 26 seconds East a distance of 33.50 feet; thence North 68 degrees 54 minutes 53 seconds East a distance of 165.28 feet; thence North 55 degrees 09 minutes 30 seconds East a distance of 12.37 feet; thence North 81 degrees 15 minutes 25 seconds East a distance of 16.18 feet; thence North 70 degrees 37 minutes 15 seconds East a distance of 205.74 feet; thence North 61 degrees 10 minutes 21 seconds East a distance of 313.73 feet; thence North 45 degrees 18 minutes 41 seconds East a distance of 94.48 feet; thence North 42 degrees 32 minutes 02 seconds East a distance of 363.83 feet; thence North 32 degrees 13 minutes 10 seconds East a distance of 39.29 feet; thence North 21 degrees 55 minutes 55 seconds East a distance of 34.00 feet to the said southeasterly line of Trunk Highway No. 35 and there terminating.

TOGETHER WITH

A strip of land in Lot 1, Block 50, including part of vacated Polk Street (platted First St. S.), WEST DULUTH FIRST DIVISION, according to the recorded plat thereof, St. Louis County, Minnesota, lying 9.00 feet left and right of the following described line:

Commencing at an Iron Pin in Monument Box at the centerline intersection of Main St. and N 56th Ave. W. (platted First Ave. W.), thence North 89 degrees 55 minutes 22 seconds East, along

the centerline of Main St. a distance of 379.19 feet to the west line of Lot 3, Block 1, LAKE SUPERIOR PAPER DIVISION, according to the recorded plat thereof, St. Louis County, Minnesota; thence South 00 degrees 04 minutes 38 seconds East, along said west line a distance of 472.56 feet to the centerline of vacated Polk Street (platted First St. S.); thence North 89 degrees 55 minutes 23 seconds East along said centerline a distance of 181.82 feet to the POINT OF BEGINNING; thence South 45 degrees 35 minutes 27 seconds West a distance 11.88 feet to the southerly right of way line of abandoned Great Northern Railway Spur Track No. 1 and there terminating. The sidelines of said easement strip shall be shortened or prolonged so as to terminate on the said centerline of vacated Polk Street (platted First St. S.) and the said southerly right of way line of said Spur Track No. 1.



PARCEL LINE SEGMENTS		
SEGMENT	LENGTH	BEARING
L1	88.03	N29°29'51"E
L2	70.80	N58°21'02"E
L3	43.67	N72°23'30"E
L4	82.01	N86°25'59"E
L5	33.50	N77°40'26"E
L6	165.28	N68°54'53"E
L7	12.37	N55°09'30"E
L8	16.18	N81°15'25"E
L9	205.74	N70°37'15"E
L10	313.73	N61°10'21"E
L11	94.48	N45°18'41"E
L12	363.83	N42°32'02"E
L13	39.29	N32°13'10"E
L14	34.00	N21°55'55"E

DRAWN BY: JAO CHECKED BY: DAL 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> Lic. No. 45348 Printed Name: CHRIS A. LARSEN Date: 12/27/18		PHONE: 218.279.3000 418 W SUPERIOR ST STE 200 DULUTH, MN 55802-1512 www.sehinc.com	LOTS 1 THROUGH 3 BLOCK 1 LAKE SUPERIOR PAPER DIVISION DULUTH, MN	FILE NO. DULUT 109680 DATE 12/27/2018 SHEET 2 OF 2
	I hereby certify that this exhibit has been checked and approved by me on _____ day of _____, 20____. Signature: _____ City Engineer Printed Name: _____ Date: _____		NO. BY DATE REVISIONS		

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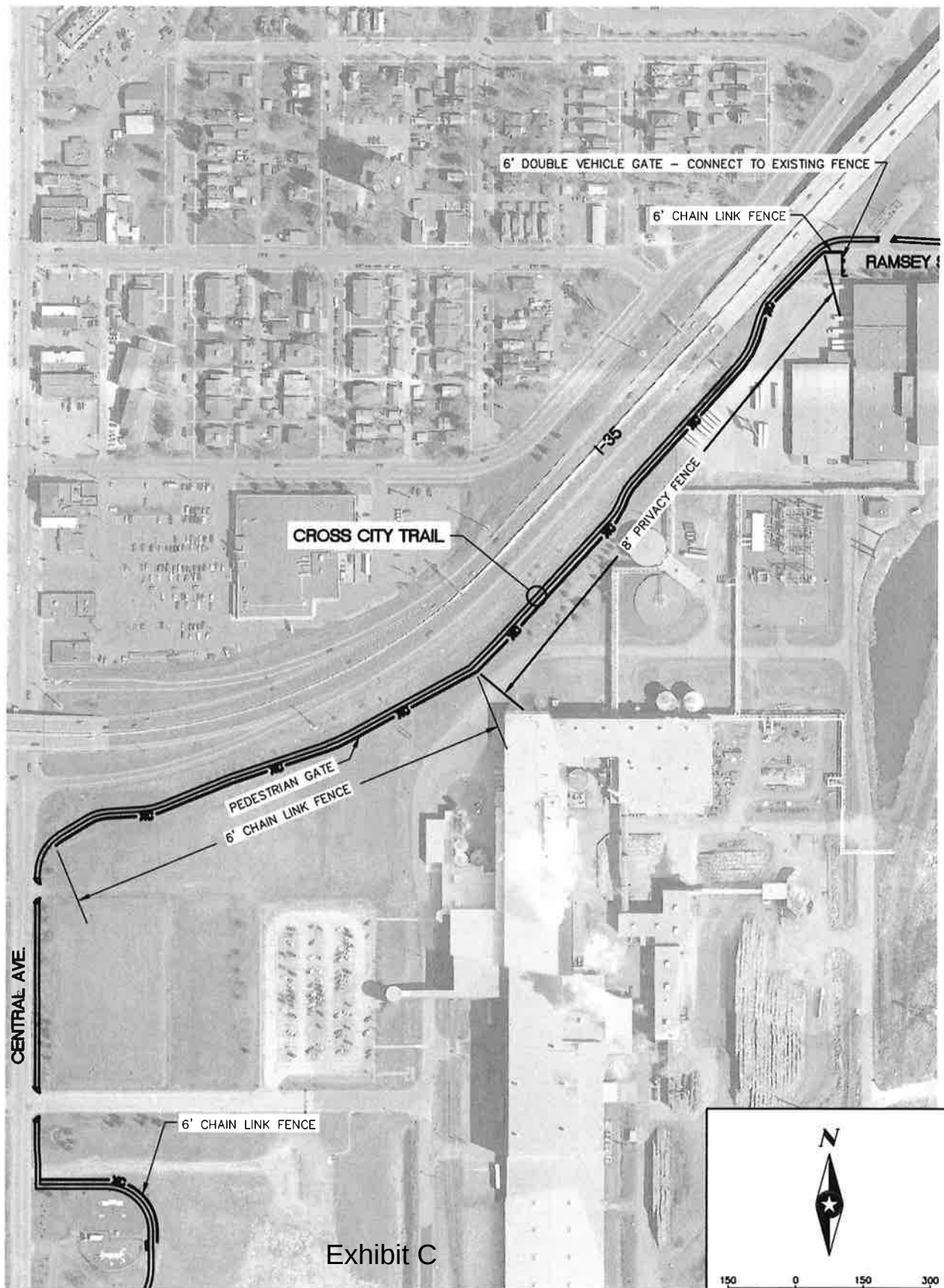


Exhibit C



PHONE: 218.279.3000
418 W SUPERIOR ST STE 200
DULUTH, MN 55802-1512
www.sehinc.com

DULUTH,
MINNESOTA

CROSS CITY TRAIL
VERSO FENCE EXHIBIT
2/7/2019

FILE NO.
DULUT 109680

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