

EXHIBIT 3

RECREATIONAL TRAIL EASEMENT AGREEMENT

THIS RECREATIONAL TRAIL EASEMENT AGREEMENT (this “Agreement”) is entered into as of _____, 2025, by and between HARTLEY HILLS LAND DEVELOPMENT LLC, a Minnesota limited liability company (“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 in St. Louis County, Minnesota legally described as follows (the “Property”):

OutLot A FIRST REARRANGEMENT OF HARTLEY HILLS
FOURTH ADDITION, EXCEPT all minerals.

WHEREAS, City wishes to obtain and Grantor is willing to grant an easement over that portion of the Property legally described and depicted on the attached Exhibit A (the “Easement Area”) 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 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 gravel, 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 not construct or install landscaping or modify the Property in a way that (i) causes erosion to the Easement Area; or (ii) increases the flow of water towards 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. Grantor represents to City that the individual(s) executing this document on behalf of Grantor has the requisite authority to execute this document and bind Grantor thereto. 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 and obligations 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 above.

HARTLEY HILLS LAND DEVELOPMENT LLC

By: _____

Its: _____

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

This instrument was acknowledged before me this _____ day of _____, 2025, by _____, the _____, of Hartley Hills Land Development LLC, a Minnesota limited liability company.

Notary Public

CITY OF DULUTH

By: _____
Roger J. Reinert, Mayor

By: _____
Alyssa Denham, City Clerk

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

The foregoing instrument was subscribed and sworn before me this _____ day of _____, 2025, by Roger J. Reinert, Mayor of the City of Duluth, a municipal corporation and political subdivision organized and existing under the laws of the State of Minnesota.

Notary Public

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

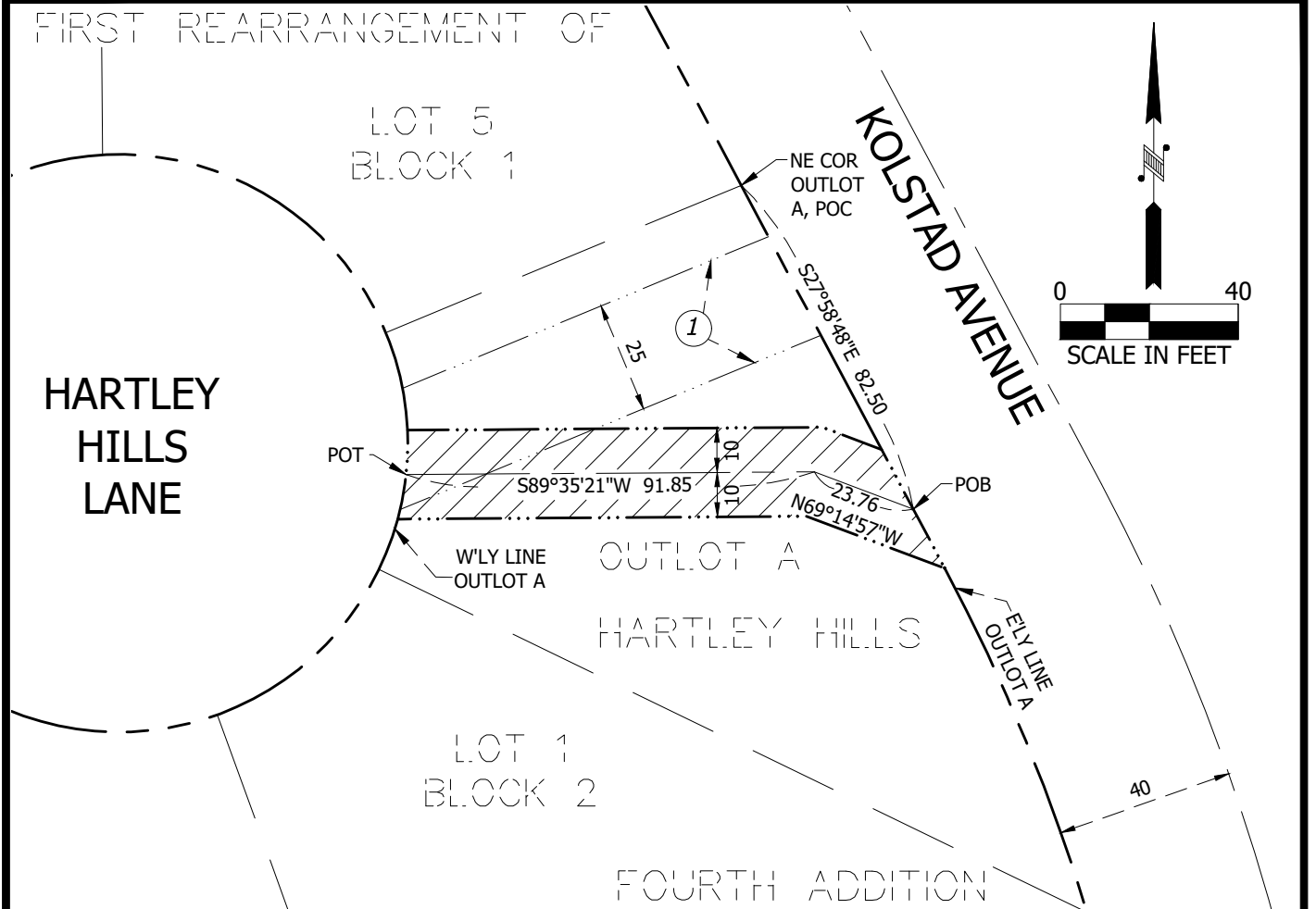
The foregoing instrument was subscribed and sworn before me this _____ day of _____, 2025, by Alyssa Denham, City Clerk of the City of Duluth, a municipal corporation and political subdivision organized and existing under the laws of the State of Minnesota.

Notary Public

This instrument was drafted by:

Office of the City Attorney
Room 440 City Hall
411 West 1st Street
Duluth, MN 55802-1198

EXHIBIT A



LEGAL DESCRIPTION OF EASEMENT

A 20-foot-wide easement lying over, under and across part of Outlot A, FIRST REARRANGEMENT OF HARTLEY HILLS FOURTH ADDITION, according to the recorded plat thereof, St. Louis County, Minnesota, the centerline of said easement is described as follows: Commencing at the Northeast corner of said Outlot A; thence on an assumed bearing of South 27 degrees 58 minutes 48 seconds East, along the Easterly line of said Outlot A 82.50 feet to the point of beginning of said easement centerline; thence North 69 degrees 14 minutes 57 seconds West 23.76 feet; thence South 89 degrees 35 minutes 21 seconds West 91.85 feet to the Westerly line of said Outlot A and there terminating. The sidelines of said easement shall be prolonged or shortened to terminate on the Easterly and Westerly lines of said Outlot A. A. Said easement contains 2,316 square feet or 0.05 acres.

LEGEND

POC-POINT OF COMMENCEMENT
POB-POINT OF BEGINNING
POT-POINT OF TERMINATION
--- CENTER LINE
--- RIGHT OF WAY LINE
--- EXISTING EASEMENT LINE
--- NEW EASEMENT LINE
--- EXISTING PLAT LINE



EASEMENT AREA

REFER TO SURVEYOR'S NOTES

SURVEYOR'S NOTES

- 25 FOOT DRAINAGE AND PEDESTRIAN EASEMENT AS DEDICATED OVER OUTLOT A, FIRST REARRANGEMENT TO HARTLEY HILLS FOURTH ADDITION.
- BEARINGS ARE BASED ON THE ST. LOUIS COUNTY TRANSVERSE MERCATOR COORDINATE SYSTEM OF 1996. (NAD 83 2011)
- THIS IS NOT A BOUNDARY SURVEY.

Approved by the City Engineer of the City of
Duluth, MN this _____ day of _____ 20__

By _____

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
MN License #49505
DATE:08-20-2025

EASEMENT EXHIBIT

CLIENT:SAS ASSOCIATES

REVISIONS:

ADDRESS:XXX HARTLEY HILLS LANE
DULUTH, MN 55803

DATE:08-20-2025

JOB NO:19-341

SHEET 1 OF 1

ALTA
LAND SURVEY COMPANY

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