

# EXHIBIT 1

## STREET EASEMENT

This STREET EASEMENT is made by and between CITY OF DULUTH, a municipal corporation and political subdivision created and existing under the laws of the State of Minnesota (“Grantor”) and the CITY OF RICE LAKE, a municipal corporation and political subdivision created and existing under the laws of the State of Minnesota (“Grantee”).

### RECITALS

A. Grantor owns the real property in St. Louis County, Minnesota legally described as follows (the “Property”):

SW $\frac{1}{4}$  of NE $\frac{1}{4}$ , Section 25 Township 51 North Range 14 West of the Fourth Principal Meridian

B. Grantor wishes to grant Grantee a street easement over a portion of the Property at no cost to Grantee (the “Easement”).

C. The location of the Easement is that portion of the Property legally described as follows (the “Easement Area”):

The Northerly 80 Feet of the Westerly 80 Feet of the SW $\frac{1}{4}$  of NE $\frac{1}{4}$ , Section 25 Township 51 North Range 14 West of the Fourth Principal Meridian

NOW, THEREFORE, for good and valuable consideration, Grantor grants to the Grantee, a perpetual easement for street purposes over, under and across the Easement Area. Grantee shall be solely responsible for construction, maintenance and operation of the Easement Area, including snow and ice removal, and shall keep the Easement Area in a safe and working condition. Grantor shall have no obligation or duty to maintain, repair or replace any improvements within the Easement Area. All costs and expenses related to the construction, maintenance and operation of the street shall be paid by Grantee.

Grantor shall not be liable to Grantee for any injury or damage resulting from any defect in the construction or condition of the Easement Area nor for any damage that may result from the negligence of any other person whatsoever. To the fullest extent permitted by law, Grantee shall defend, indemnify, and hold Grantor and its employees, officers and agents harmless from and against any and all costs or expenses, claims or liabilities, including but not limited to, reasonable attorney's fees and expenses, whether asserted by itself or any third party, including claims arising from the acts, omissions, negligence, or misconduct of Grantee or that of its agents, employees, invitees or contractors, or of Grantee's use or occupancy of the Easement Area. The obligations shall include, but not be limited to, the obligations to defend, indemnify, and hold harmless Grantor in all matters where claims of liability against Grantor are alleged to be or could be found to arise out of acts or omissions of Grantee, or are passive, derivative, or vicarious of the negligent or intentional acts or omissions of Grantee, or arise out of or relate to Grantee's negligent, intentional, or wrongful acts or omissions, including breach of any duty in this easement document by Grantee. The obligations to defend, indemnify, and hold harmless shall be triggered upon the assertion of a claim for damages against Grantor. On ten days' written notice from Grantor, Grantee will appear and defend all lawsuits against Grantor growing out of such injuries or damages using counsel acceptable to Grantor. The indemnification obligations set forth in this document shall survive the termination of the Easement for any reason. Grantee shall not have the obligation to indemnify Grantor for Grantor's intentional, willful or wanton acts. Grantee shall also indemnify Grantor for any damage to the Property or any of Grantor's property caused by Grantee, its employees, agents, volunteers, participants, users or invitees.

The Easement shall extend to and bind the heirs, successors and assigns of Grantor and Grantee and shall run with the land. This easement document shall be governed by the laws of the State of Minnesota, and all terms, conditions, and covenants herein shall be interpreted in accordance therewith. Grantor represents to Grantee that the individual(s) executing this document on behalf of Grantor have the requisite authority to execute this document, and to bind Grantor thereto.

CITY OF DULUTH

By: \_\_\_\_\_  
Roger J. Reinert, Mayor

By: \_\_\_\_\_  
Ian B. Johnson, City Clerk

STATE OF MINNESOTA        )  
  ) SS  
COUNTY OF SAINT LOUIS    )

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Roger J. Reinert, the 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 SAINT LOUIS    )

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Ian B. Johnson, the 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

CITY OF RICE LAKE

By: \_\_\_\_\_  
Suzanne Herstad, Mayor

By: \_\_\_\_\_  
Toni Blomdahl, City Administrator

STATE OF MINNESOTA        )  
  ) SS  
COUNTY OF SAINT LOUIS    )

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Suzanne Herstad, the Mayor of the Rice Lake, a municipal corporation and political subdivision organized and existing under the laws of the State of Minnesota.

\_\_\_\_\_  
Notary Public

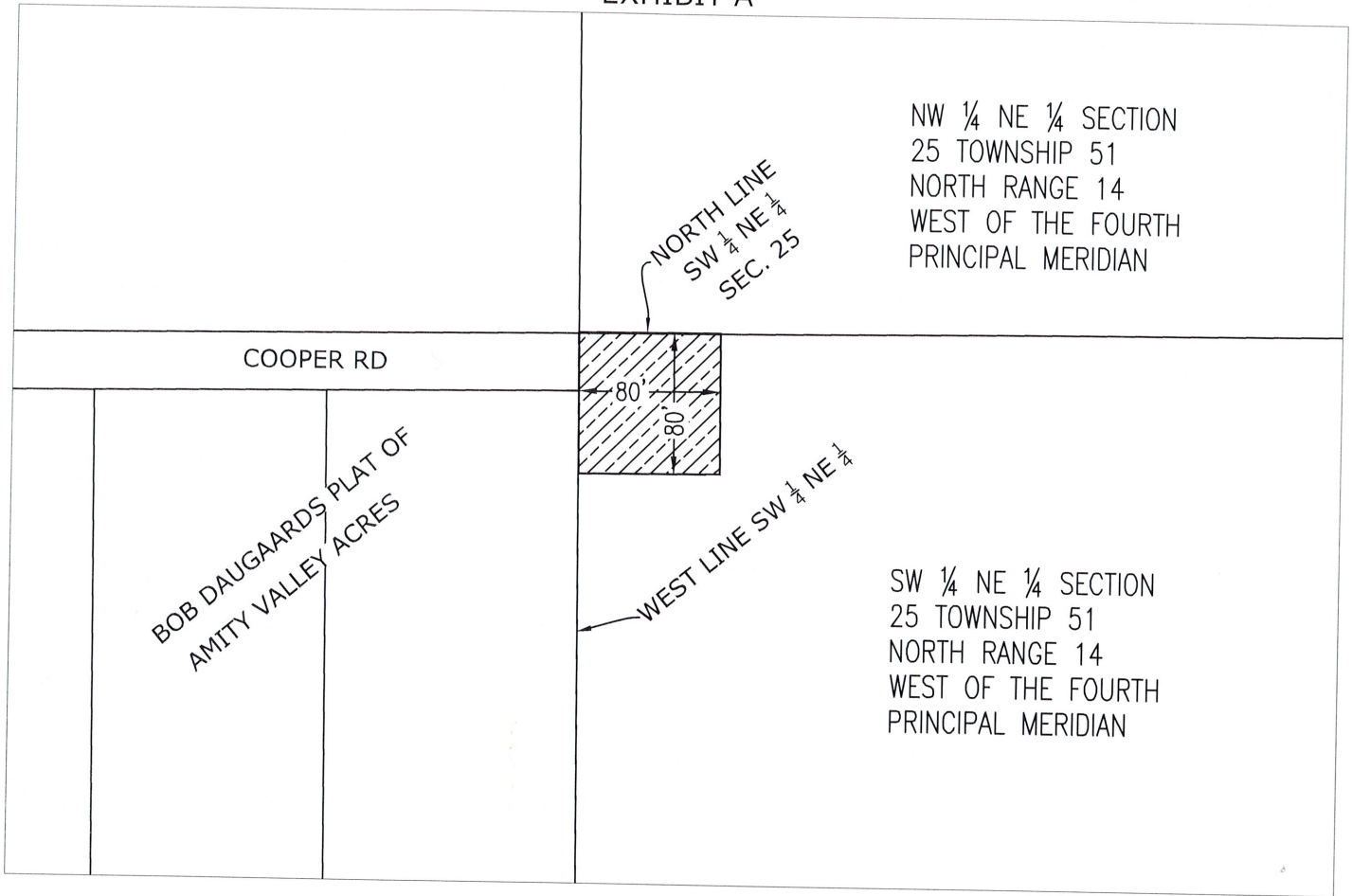
STATE OF MINNESOTA        )  
  ) SS  
COUNTY OF SAINT LOUIS    )

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Toni Blomdahl, the City Administrator of the City of Rice Lake, a municipal corporation and political subdivision organized and existing under the laws of the State of Minnesota.

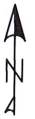
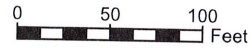
\_\_\_\_\_  
Notary Public

This Instrument was drafted by:  
Office of the City Attorney  
Room 440 City Hall  
411 West 1st Street  
Duluth, MN 55802-1198

EXHIBIT A



STREET EASEMENT



THE NORTHERLY EIGHTY FEET (N'LY 80') OF THE WESTERLY EIGHTY FEET (W'LY 80') OF SW 1/4 NE 1/4 SECTION 25 TOWNSHIP 51 NORTH RANGE 14 WEST OF THE FOURTH PRINCIPAL MERIDIAN

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 21774 May 6, '24  
Greg Stoewer MN. License # Date

Approved by the City Engineer of the City of Duluth, MN

this the 6th day of MAY 2024.

By [Signature]