

**AMENDED AND RESTATED EASEMENT**

THIS AMENDED AND RESTATED EASEMENT (this "Easement") is entered into by and between the CITY OF DULUTH, a municipal corporation created and existing under the laws of the State of Minnesota ("City") and GEORGE HOVLAND AND JANE C. HOVLAND, a married couple ("Hovland").

The parties acknowledge the following:

A. Hovland is owner of the following property located in St. Louis County, Minnesota (the "Hovland Property"):

All of Block 10 WOODLAND PARK SIXTH DIVISION EXCEPT the N'ly 345 feet of the E'ly 75 feet AND FURTHER EXCEPT that part described as follows: Commencing at the intersection of the N'ly Right of Way line of Woodland Avenue with the East line of said Block 10; thence on an assumed bearing of North 00 degrees 16 minutes 31 seconds West a distance of 103.45 feet to the point of beginning of the property to be described; thence South 89 degrees 41 minutes 45 seconds West a distance of 44.00 feet; thence North 00 degrees 16 minutes 31 seconds West a distance of 56.77 feet; thence North 89 degrees 41 minutes 45 seconds East a distance of 44.00 feet; thence South 00 degrees 16 minutes 31 seconds East a distance of 56.77 feet to the point of beginning. EXCEPT all minerals and mineral rights.

B. By agreement dated January 14, 1998, City granted a driveway easement benefitting the Hovland Property over and across City-owned property legally described on the attached Exhibit A (the "Easement Area"), which agreement was registered in the Office of the St. Louis County Registrar of Titles on February 10, 1998 as Document No. 640862 (the "Original Easement").

C. City and Hovland wish to enter into this Agreement to amend and restate, in its entirety, the Original Easement.

NOW, THEREFORE, City, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, does grant to Hovland, their successors and assigns, a permanent non-exclusive easement for ingress and egress and utility purposes over, under, and across the Easement Area (the "Easement"). The Easement shall benefit the Hovland Property, shall extend to and bind the heirs, successors and assigns of Hovland and City and shall run with the land. This Agreement shall be governed by the laws of the State of Minnesota, and all terms, conditions, and covenants herein shall be interpreted in accordance therewith. City reserves the right to use the Easement Area for purposes that will not interfere with Hovland's full enjoyment of the rights granted by this Agreement.

Prior to any future installation of utilities or construction or reconstruction of a driveway within the Easement Area, Hovland, their heirs, successors or assigns, shall have the Easement Area surveyed and marked by a licensed surveyor to insure that the installation or construction occurs entirely within the Easement Area. In addition, Hovland, their heirs, successors and assigns shall notify the City no less than 14 days prior to commencement of installation or construction within the Easement Area. All survey, utility installation and maintenance, and driveway construction and maintenance shall be at the sole expense of Hovland, their heirs, successors and assigns.

This Agreement, including the exhibits, constitutes the entire agreement between the parties and supersedes all prior written and oral agreements and negotiations between the parties relating to the subject matter hereof. This Agreement amends, restates and replaces the Original Easement in its entirety.

IN WITNESS WHEREOF, the foregoing has been executed as of the day and year stated below.

\_\_\_\_\_  
George Hovland

\_\_\_\_\_  
Jane C. Hovland

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by George Hovland and Jane C. Hovland, a married couple.

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



## EXHIBIT A

### EASEMENT AREA LEGAL DESCRIPTION

That part of the SE $\frac{1}{4}$  of SW $\frac{1}{4}$ , Section 2, Township 50 North, Range 14 West, lying Northeasterly of the Northerly right of way line of Woodland Avenue, which lies Southerly of the following described line, and Northerly of a line 50 feet Southerly of and parallel to said described line:

Commencing at the Northeast corner of said SE $\frac{1}{4}$  of SW $\frac{1}{4}$ , thence Southerly along the East line of said SE $\frac{1}{4}$  of SW $\frac{1}{4}$ , a distance of 380.00 feet to the point of beginning of said described line; thence deflect 90°-00'-00" to the right in a Westerly direction a distance of 135 feet, more or less, to said Northerly right of way line, and said line there terminating.

St. Louis County, Minnesota