

Exhibit 1

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “**Assignment and Assumption Agreement**”) is made and entered into, effective as of _____, 2025 (the “**Effective Date**”) by and between the Western Lake Superior Sanitary District, a public corporation and political subdivision of the State of Minnesota (the “**WLSSD**” or “**Assignor**”) the City of Duluth, a municipal corporation and political subdivision of the State of Minnesota (the “**City**” or “**Assignee**”).

RECITALS

A. WHEREAS, on January 21, 2019, the WLSSD and J & S Partnership, LLP, a Minnesota limited liability Partnership, entered into a Permanent Water Line Easement Agreement for a portion of water line owned by WLSSD, which said easement was recorded January 29, 2019, in the Office of the St. Louis County Recorder as Document No. 1349142 (the “**J & S Easement**”). The segment of the water line granted by the J & S Easement is legally described on Exhibit B attached to the J & S Easement.

B. WHEREAS, on February 3, 2020, WLSSD and the Duluth Economic Development Authority, an economic development authority created and existing under Minnesota Statutes (1989) Chapter 469 (“**DEDA**”) entered into a Permanent Water Line Easement for a portion of a water line owned by WLSSD, which said easement was recorded on February 19, 2020 in the Office of the St. Louis County Registrar of Titles as Document No. 1020707 (the “**DEDA Easement**”). The segment of the water line granted by the DEDA Easement is legally described on Exhibit B attached to the DEDA Easement.

C. WHEREAS, on February 13, 2020, WLSSD and the Duluth Transit Authority, a Transit Authority created and existing under Minnesota Statutes, Section 458A.21 to 458A.37 (the “**DTA**”) entered into a Permanent Water Line Easement Agreement, which said easement was registered on March 3, 2020 in the Office of the St. Louis County Registrar of Titles as Document No. 1021086 (the “**DTA Easement**”). The segment of the water line granted by the DTA Easement is legally described on Exhibit B attached to the DTA Easement.

D. WHEREAS, the Assignor wishes to assign the J & S Easement, the DEDA Easement, and the DTA Easement (collectively, the “**Easements**”) to Assignee, and the Assignee wishes to assume all the rights, duties, obligations, and liabilities of the Assignor under the Easements.

AGREEMENT

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Assignment. The Assignor hereby assigns, transfers and conveys, effective as of the Effective Date, all of its respective right, title, and interest in and to the Easements to Assignee.

The Assignor hereby warrants and represents that neither is in default or violation of any of the terms or conditions of the Easements and further warrants and represents that it has full right, power, and authority to assign the same.

2. **Acceptance and Assumption.** Assignee hereby accepts Assignor's assignment of the Easements assigned herein and agrees to assume and perform all of the rights, duties, obligations and liabilities of Assignor under the Easements commencing on the Effective Date.

3. **Indemnification by Assignor.** Assignor covenants and agrees to indemnify and hold harmless Assignee from and against any and all suits, actions, damages, and expenses, including reasonable attorneys' fees, that Assignee may sustain by reason of claims asserted under the Easements assigned herein to the extent that such claims are based upon acts or omissions of Assignor prior to the Effective Date.

4. **Indemnification by Assignee.** Assignee covenants and agrees to indemnify and hold harmless Assignor from and against any and all suits, actions, damages, and expenses, including reasonable attorneys' fees, that Assignor may sustain by reason of claims asserted under the Easements assigned herein to the extent that such claims are based upon acts or omissions of Assignee after to the Effective Date.

5. **Further Actions.** Each of the parties covenants and agrees, at its own expense, to execute and deliver, at the reasonable request of another party hereto, such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Assignment and Assumption Agreement.

6. **Amendment.** This Assignment and Assumption Agreement may be amended only by an instrument in writing executed by each party hereto.

7. **Governing Law.** This Agreement will be governed by and construed under the laws of the State of Minnesota.

8. **Headings.** The headings herein are for convenience of reference only and shall not be deemed to be part of the substance of this Assignment and Assumption Agreement.

9. **Execution of Agreement.** This Assignment and Assumption Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument, binding on each signatory thereto. Assignor represents to Assignee that the individuals executing this document on behalf of Assignor have the requisite authority to execute this document and bind Assignor thereto. Assignee represents to Assignor that the individuals executing this document on behalf of Assignee have the requisite authority to execute this document and bind Assignee thereto.

[Remainder of this page is intentionally left blank.]

ASSIGNEE:

The City of Duluth, a municipal corporation and political subdivision of the State of Minnesota

By: _____

Name: Roger Reinert

Title: Mayor

ATTEST:

By: _____

Name: _____

Title: City Clerk

STATE OF MINNESOTA)

) ss

COUNTY OF ST. LOUIS)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Roger J. Reinert, Mayor of the City of Duluth, a Minnesota municipal corporation.

Notary Public

STATE OF MINNESOTA)

) ss

COUNTY OF ST. LOUIS)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by _____, City Clerk of the City of Duluth, a Minnesota municipal corporation.

Notary Public

This instrument was drafted by:

James B. Aird

Fryberger Law Firm

302 W. Superior St., Suite 700

Duluth, MN 55802