

Exhibit 1

MN DEPARTMENT OF NATURAL RESOURCES

Easement #ESOM101114

RIGHT-OF-WAY EASEMENT

THIS INDENTURE, Made this 22<sup>nd</sup> day of October, 2018, between the State of Minnesota, by and through its Commissioner of Natural Resources, hereinafter called the Grantor, and City of Duluth, 1532 W. Michigan Street, Duluth, MN 55806, hereinafter called the Grantee.

WITNESSETH, Whereas the Grantee has applied to the Grantor for the grant of an easement and right-of-way for road or trail purposes over certain lands owned by the State of Minnesota, situated in St. Louis County.

NOW, THEREFORE, Grantor pursuant to the authority of Minnesota Statutes, Section 84.63 for valuable consideration of the sum of thirteen thousand six hundred and fifteen and 20/100 DOLLARS (\$13,615.20), to it in hand paid by said Grantee, the receipt whereof is hereby acknowledged, which amount constitutes full payment for the rights and interests herein conveyed including payment for any improvements, timber and forest growth that will be destroyed on the easement area, does hereby grant and convey unto the Grantee, from and after the 22<sup>nd</sup> day of October, 2018, an easement and right of way for road or trail purposes, over and across the following described lands in St. Louis County, State of Minnesota, and described as follows:

Legal Description: See Exhibit A

Subject to:

1. Outstanding rights and interests, if any.
2. Grantee shall be responsible for grading and snowplowing said right-of-way at its own expense. Any additional maintenance shall be performed by the Grantor at its discretion.
3. The right-of-way hereby conveyed shall be open to the general public.
4. Grantee shall abide by all statutes, rules and regulations regarding the disposal of materials by burning.
5. Grantor shall at all times have the right to enter upon said right-of-way for any purpose necessary to the performance of lawful powers and duties.

6. Grantee shall, during construction, maintenance and operation, protect and preserve soil and vegetation cover and scenic and aesthetic values on the right-of-way and outside of construction limits.

7. Grantee shall have the right to close said right-of-way during any emergency, with the approval of the Grantor.

8. Grantor shall not be liable to the Grantee or any person for any injuries or damages to person or property arising from construction, operation or maintenance of said right-of-way.

9. Grantee shall provide for the prevention and control of soil erosion within the right-of-way, as required by the Grantor, that might be affected by construction, operation, or maintenance of the road or trail and shall plant and maintain vegetation of suitable species on all earth cut or fill slopes feasible for revegetation or on other area where ground cover is destroyed, provided that it be mutually determined by the Commissioner of Natural Resources and an authorized representative of the Grantee prior to completion of construction, that such steps are necessary and the Grantee shall maintain all terracing, water bars, lead-off ditches, culverts where necessary, and other preventive works that may be required to accomplish such agreed objectives.

10. The following items shall pertain to the control of invasive species.

a. The Grantee shall inspect all right-of-ways for the presence of invasive species and noxious weeds prior to commencing clearing activities and take action to prevent their spread. If invasive species are known to be present, the Grantor shall identify on a map the known infested sites to be avoided.

b. If the Grantor or Grantee discover additional invasive species infestation areas on the right-of-way during construction, the Grantee shall immediately take action to prevent spread from the newly discovered infested area and then consult with the Grantor on a resolution.

c. The Grantee shall prevent invasive species from entering into or spreading within the right-of-way by cleaning equipment and clothing prior to arriving at the right-of-way area. The Grantee shall legally dispose of material cleaned from equipment and clothing at a location offsite and the materials must be secured prior to transport to avoid dispersal.

d. Parking, staging areas and travel routes shall not be within known infested sites. Where there are multiple state lands within the right-of-way and at least one contains invasive species, the Grantee shall to the extent practicable start work at the site with the fewest number of invasive plants, leaving the most heavily infested sites to last. The Grantee shall make every effort to schedule operations and site visits to avoid the spread of weed seed.

e. The Grantee shall continue to control invasive species on state land crossings for the term of the easement using methods approved by the Grantor.

11. Grantee shall establish no borrow, sand, or gravel pits, stone quarry or permanent storage areas, sites for road operations and maintenance facilities, camps, supply depots or disposal area within right-of-way, except with the prior written approval of the Grantor.

12. Grantee may maintain the right-of-way clearing by means of chemicals upon approval in writing by the Grantor.

13. Grantor hereby reserves for its own use, all the iron, coal, gold and

other valuable minerals, and all water power, and all oils and gases, upon all lands covered by this easement, and the right to enter upon same for the purposes of exploration and mining same. After thirty years from the date of execution of this agreement, the Grantor, its lessees, or assignees may mine any or all of the lands covered by this easement, and construct all necessary roads, buildings and improvements relating to mining, without payment of any damages to the Grantee.

14. The easement grants no greater rights than existed prior to this grant, except as specifically granted herein.

Special Provisions: None.

The easement and right-of-way herein conveyed may be terminated either by mutual agreement of the parties hereto, or by the Grantor upon thirty days written notice to the Grantee if Grantee fails to comply with applicable laws or the terms of this easement; otherwise to remain in effect as long as used for the purposes granted, provided, however, if the easement and right-of-way or any part thereof shall be abandoned or shall cease to be used by the Grantee for a period of one year, the rights and privileges hereby granted shall cease and terminate and the land traversed by the abandoned or unused segment shall be freed from this easement and right-of-way. In the event of such agreement to terminate or abandon, the Grantee, by authorized representative, shall furnish to the Grantor, a statement in recordable form evidencing termination.

All provisions of this easement shall run with the land and shall extend to and bind the heirs, successors and assigns of the respective parties of this easement.

STATE OF MINNESOTA  
DEPARTMENT OF NATURAL RESOURCES  
By Joey A. Rokala  
Joey A. Rokala  
Regional Operations Supervisor  
Division of Lands and Minerals

STATE OF MINNESOTA }  
  }SS  
COUNTY OF ITASCA }

On this 22 day of October, 2018, before me, a Notary Public within and for said county and state, personally appeared Joey A. Rokala Regional Operations Supervisor of the Division of Lands and Minerals for the Minnesota Department of Natural Resources, on behalf of the organization, who signed the foregoing instrument and acknowledged that he signed the same as his free act and deed for the uses and purposes therein set forth.

Notary Public Vicki L. Dunnell

My Commission Expires 1/31/22

This instrument has been drafted by  
Minnesota Department of Natural Resources  
Division of Lands and Minerals  
500 Lafayette Road  
St. Paul, MN, 55155-4045

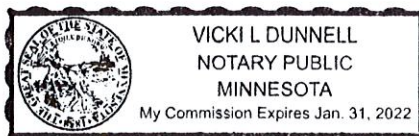


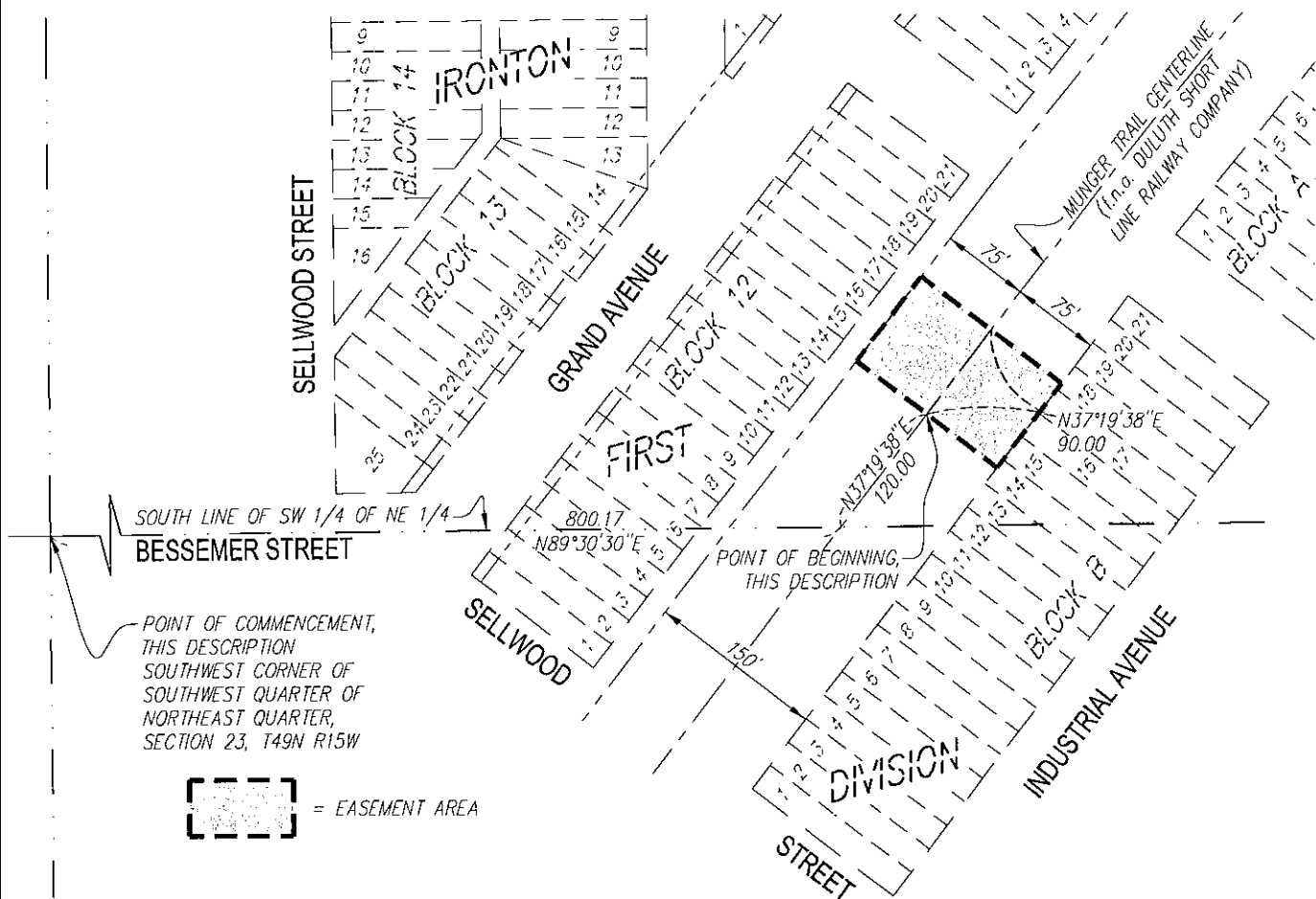
Exhibit A  
RIGHT-OF-WAY EASEMENT #ESOM101114

**Legal Description:**

A permanent easement over, under and across the Southwest Quarter of the Northeast Quarter, Section 23, Township 49 North, Range 15 West, of the Fourth Principal Meridian, St. Louis County, Minnesota, being a strip of land 150.00 feet in width lying 75.00 feet on each side of the following described centerline:


Commencing at the southwest corner of said Southwest Quarter of the Northeast Quarter; thence North 89 degrees 30 minutes 30 seconds East along the south line of said Southwest Quarter of the Northeast Quarter, a distance of 800.17 feet to the former Duluth Short Line Railway Company centerline now known as the Munger Trail; thence North 37 degrees 19 minutes 38 seconds East, a distance of 120.00 feet along said centerline to the POINT OF BEGINNING of the line to be described; thence continuing North 37 degrees 19 minutes 38 seconds East along said centerline, a distance of 90.00 feet and said line there terminating.

# EXHIBIT A



SOUTH LINE OF SW 1/4 OF NE 1/4  
**BESSEMER STREET**

POINT OF COMMENCEMENT,  
 THIS DESCRIPTION  
 SOUTHWEST CORNER OF  
 SOUTHWEST QUARTER OF  
 NORTHEAST QUARTER,  
 SECTION 23, T49N R15W

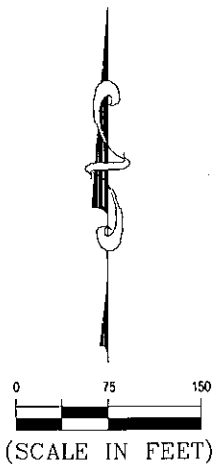
 = EASEMENT AREA

APPROVED BY: \_\_\_\_\_  
 CITY ENGINEER

**PERMANENT EASEMENT:**

A 150.00 foot wide easement over, under and across all that part of the Southwest One-quarter of the Northeast One-quarter (SW 1/4 of the NE 1/4), Section Twenty-three (23), Township Forty-nine (49) North, Range Fifteen (15) West of the Fourth Principal Meridian, City of Duluth, St. Louis County, Minnesota centered on the following described line:

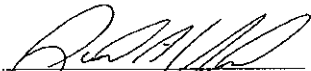
Commencing at the southwest corner of said SW 1/4 of the NE 1/4; thence North 89 degrees 30 minutes 30 seconds East along the south line of said SW 1/4 of the NE 1/4, a distance of 800.17 feet to the former Duluth Short Line Railway Company centerline now known as the Munger Trail; thence North 37 degrees 19 minutes 38 seconds East, a distance of 120.00 feet along said centerline to the POINT OF BEGINNING of the line to be described; thence continuing North 37 degrees 19 minutes 38 seconds East along said centerline, a distance of 90.00 feet and said line there terminating.



Basis of Bearing is Grid North,  
 St. Louis County Transverse  
 Mercator 96 Coordinate System.

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.

Print Name: Paul A. Vogel License # 44075

Signature:  Date: 12/08/2017

DATE PREPARED: 12/08/17
PROJ NO: 160239
FILE: 160239 Kayak
SHEET 1 of 1 SHEETS



**PERFORMANCE  
 DRIVEN DESIGN.**  
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