

EXHIBIT 1

UTILITY AND DRAINAGE EASEMENT

This UTILITY AND DRAINAGE EASEMENT is made by and between REGENTS OF THE UNIVERSITY OF MINNESOTA, a Minnesota constitutional corporation (“Grantor”) and the CITY OF DULUTH, a municipal corporation and political subdivision created and existing under the laws of the State of Minnesota (the “City”).

RECITALS

A. Grantor owns the real property in St. Louis County, Minnesota legally described and depicted on the attached Exhibit A (the “Easement Area”).

B. Grantor wishes to grant the City a utility and drainage easement over the Easement Area in trust for the benefit of the public and at no cost to the City (the “Easement”).

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

1. Grantor grants to the City, in trust for the benefit of the public, a perpetual, non-exclusive easement for utility and drainage purposes over, under and across the Easement Area. The Easement shall extend to and bind the heirs, successors and assigns of Grantor and the City 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 the City that the individual(s) executing this document on behalf of Grantor have the requisite authority to execute this document, and to bind Grantor thereto.

2. City agrees that the following shall be done in consultation with Grantor:
(i) cutting, trimming or removing trees, shrubs, or other vegetation from the Easement Area, and
(ii) permanently grading or altering the grade of the Easement Area.

IN WITNESS WHEREOF, Grantor has caused this utility and drainage easement to be executed effective as of _____, 2025.

REGENTS OF THE UNIVERSITY
OF MINNESOTA

By: _____

Its: _____

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

This instrument was acknowledged before me this _____ day of _____,
2025 by _____, the _____ of REGENTS OF THE
UNIVERSITY OF MINNESOTA, a Minnesota constitutional corporation.

Notary Public

CITY OF DULUTH

By: _____
Mayor

Attest: _____
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 municipal corporation and political subdivision created and existing under the laws of the State of Minnesota

Notary Public

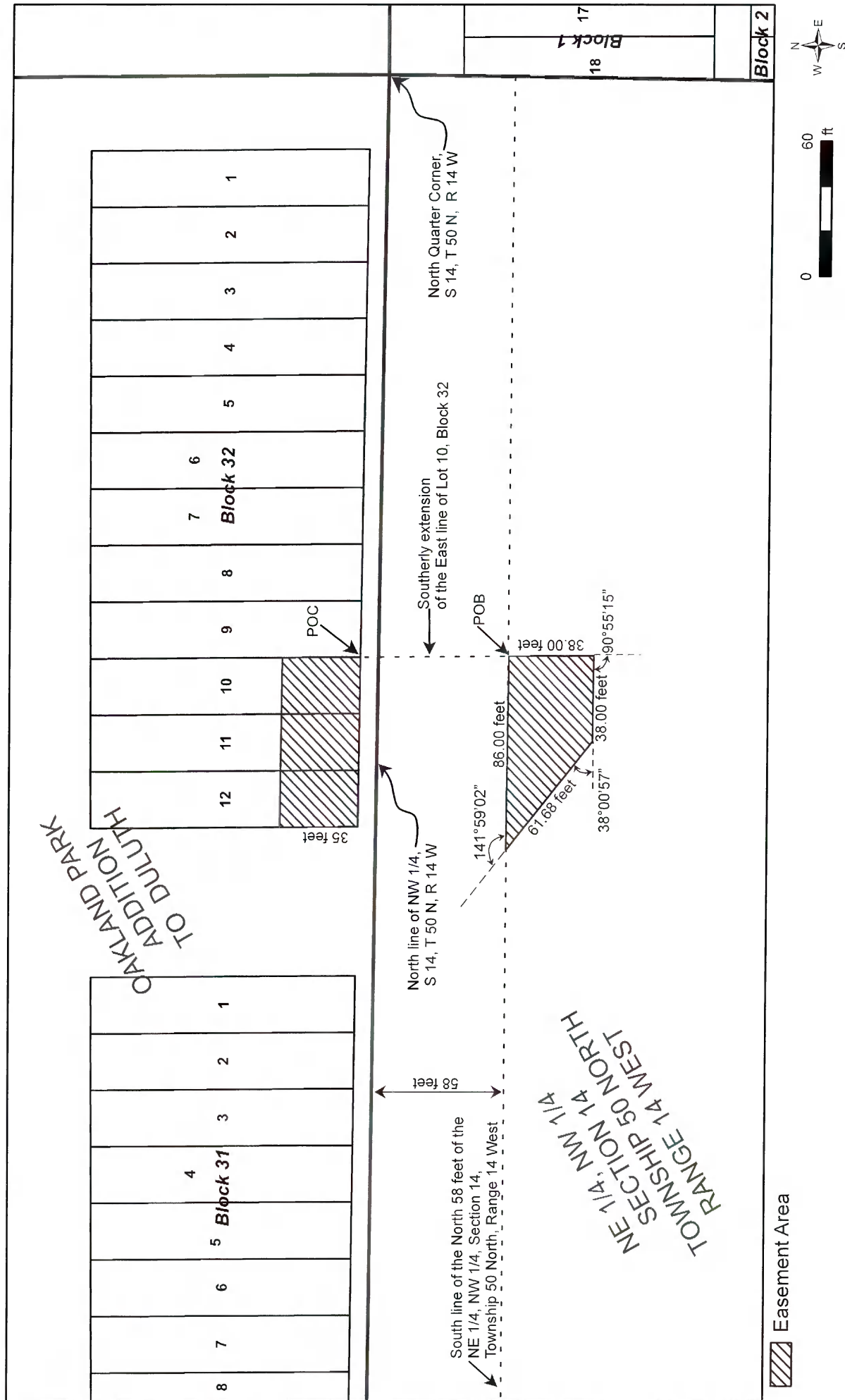
STATE OF MINNESOTA)
) ss
COUNTY OF ST. LOUIS)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by _____, City Clerk of the City of Duluth, a municipal corporation and political subdivision created 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



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.

Approved by the City Engineer of the City of Duluth, MN
this the 15th day of MAY, 2025.

By _____

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An easement over, under, and across the following described property: The south 35.00 feet of Lots 10, 11 and 12, of Block 32, Oakland Park Addition to Duluth according to the recorded plat thereof in St. Louis County, Minnesota.

Together with an easement over, under, and across the following described property: That part of the Northeast Quarter of the Northwest Quarter of Section 14, Township 50 North, Range 14 West, St Louis County, Minnesota, described as follows: Commencing at the Southeast corner of Lot 10, Block 32, Oakland Park Addition to Duluth, according to the recorded plat thereof in St. Louis County, Minnesota (POC); thence southerly along the southerly extension of the East line of said Lot 10 to the intersection with the south line of the north 58 feet of said NE 1/4 of the NW 1/4 to the point of beginning (POB); thence southerly along said southerly extension of said East line of said Lot 10 a distance of 38.00 feet; thence westerly deflecting to the right 90°55'15" a distance of 38.00 feet; thence northwesterly deflecting to the right 38°00'57" a distance of 61.68 feet; thence easterly deflecting to the right 141°59'02" a distance of 86.00 feet, to the POB and there terminating.