

# EXHIBIT 1

## EASEMENT AGREEMENT

This EASEMENT AGREEMENT, entered into this 16<sup>th</sup> day of June, 2016, by and between Kenwood Village LLC, a Minnesota limited liability company, ("Grantor"), and the City of Duluth, a municipal corporation created and existing under the laws of the State of Minnesota, ("Grantee"):

WITNESSETH:

Whereas, Grantor is the owner of the property in St. Louis County, Minnesota legally described as follows (the "Property"):

Lots 1 through 10, Block 1, MYERS AND WHIPPLES ADDITION TO DULUTH, St. Louis County, Minnesota;

and;

Whereas, Grantor wishes to convey to the Grantee permanent easements for street and utility purposes and a temporary easement for construction purposes over the Property, as hereinafter described, for the benefit of the Property and at no cost to Grantee.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereby agree as follows:

1. Grantor does hereby grant to Grantee permanent easements for street and utility purposes over the Property, the location of which easements are more particularly described as follows:

The easterly ten feet of Lots 1 through 10, Block 1, MYERS AND WHIPPLES ADDITION TO DULUTH, St. Louis County, Minnesota; and

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lying northeasterly of Line "A" hereinafter described, southerly of Line "B" hereinafter described and being the same line described in Roadway Easement Document Number 610876 as recorded in the Office of Registrar of Titles, St. Louis County, Minnesota, and westerly of the easterly 10 feet of said Lots 1 thru 3, Block 1, MYERS AND WHIPPLE'S ADDITION TO DULUTH.

LINE "A"

Commencing at the northeast corner of said Lot 1, thence westerly along the north line of said Lot 1, a distance of 68.50 feet to the Point of Beginning of the line to be described; thence southeasterly to a point on the east line of said Block 1, distant 68.50 feet southerly of said northeast corner and said line there terminating.

LINE "B"

Beginning at a point on the west line of said Lot 1, 12.00 feet south of the northwest corner thereof; thence easterly parallel with the centerline of Arrowhead Road 61.38 feet; thence southeasterly along a tangential curve concave to the southwest having a radius of 63.00 feet for a distance of 99.59 feet to the west right of way line of Kenwood Avenue and said line there terminating; and

and;

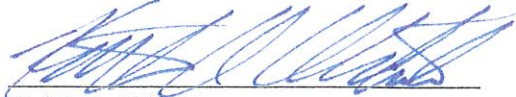
Grantor does hereby grant to Grantee a temporary easement for construction purposes over the Property, the location of which easement is more particularly described as follows:

All those parts of Lot One (1) thru Lot Three (3), Block One (1), MYERS AND WHIPPLE'S ADDITION TO DULUTH, City of Duluth, St. Louis County, Minnesota lying southerly of the aforementioned Line "B", westerly of the easterly 10 feet thereof, and between two lines 0.00 feet and 5.00 feet southwesterly of the aforementioned Line "A",

The permanent and the temporary easements intended to be granted are more clearly shown on Exhibits A and B attached hereto and made a part hereof.

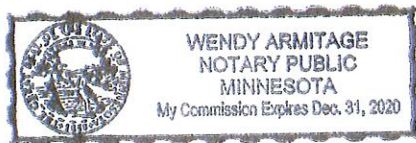
KENWOOD VILLAGE LLC,  
a Minnesota limited liability company

By: United Properties Development LLC  
Its: Managing Member

By:   
Name: Keith A. Ulstad  
Its: Senior Vice President

STATE OF MINNESOTA            )  
  ) ss.  
COUNTY OF HENNEPIN        )

The foregoing instrument was acknowledged before me this 16 day of June, 2016, by Keith A. Ulstad, the senior vice president of United Properties Development LLC, a Minnesota limited liability company, as managing member of Kenwood Village LLC, a Minnesota limited liability company, on behalf of the limited liability companies.



  
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Notary Public

This instrument drafted by:

Robert E. Asleson  
Assistant City Attorney  
City of Duluth  
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