

ATTACHMENT 1

EASEMENT AGREEMENT

This EASEMENT AGREEMENT, entered into this ____ day of February, 2019, by and between The Housing and Redevelopment Authority Of Duluth, Minnesota, a Minnesota public body corporate and politic (“**Grantor**”) and the City of Duluth, a municipal corporation created and existing under the laws of the State of Minnesota (“**Grantee**”).

RECITALS

A. Grantor is the owner of the property in St. Louis County, Minnesota legally described as follows:

Lot 1, Block 2, SACKETTE ADDITION

(the “**Property**”).

B. Grantee desires to install and maintain one or more sanitary sewer pipelines (each a “**Pipeline**” and collectively, the “**Pipelines**”) within that portion of the Property described as follows:

The southerly 20 feet of Lot 1, Block 2, SACKETTE ADDITION

and depicted on **Exhibit A** attached to this Agreement. (the “**Easement Area**”).

C. Grantor wishes to convey to Grantee an easement as hereinafter described at no cost to Grantee.

AGREEMENT

NOW THEREFORE, in consideration of One (\$1.00) Dollar and other good and valuable consideration, receipt of which is hereby acknowledged:

1. Grantor does grant, sell, bargain and convey to Grantee in trust for the general public a permanent and perpetual easement (the “**Easement**”) to construct, maintain, inspect,

operate, protect, repair, replace, and/or remove a sanitary sewer Pipeline or Pipelines on, over, under and across the Easement Area, together with the right to locate the Easement Area by surveying and the placement of appropriate markers, if necessary, and the right to clear and keep cleared the Easement Area so as to prevent damage to or interference with the efficient operation of the Pipeline or Pipelines. Notwithstanding anything in this Agreement to the contrary, any Pipeline or Pipelines constructed or maintained by Grantee within the Easement Area must be located underground to the fullest extent practically permitted.

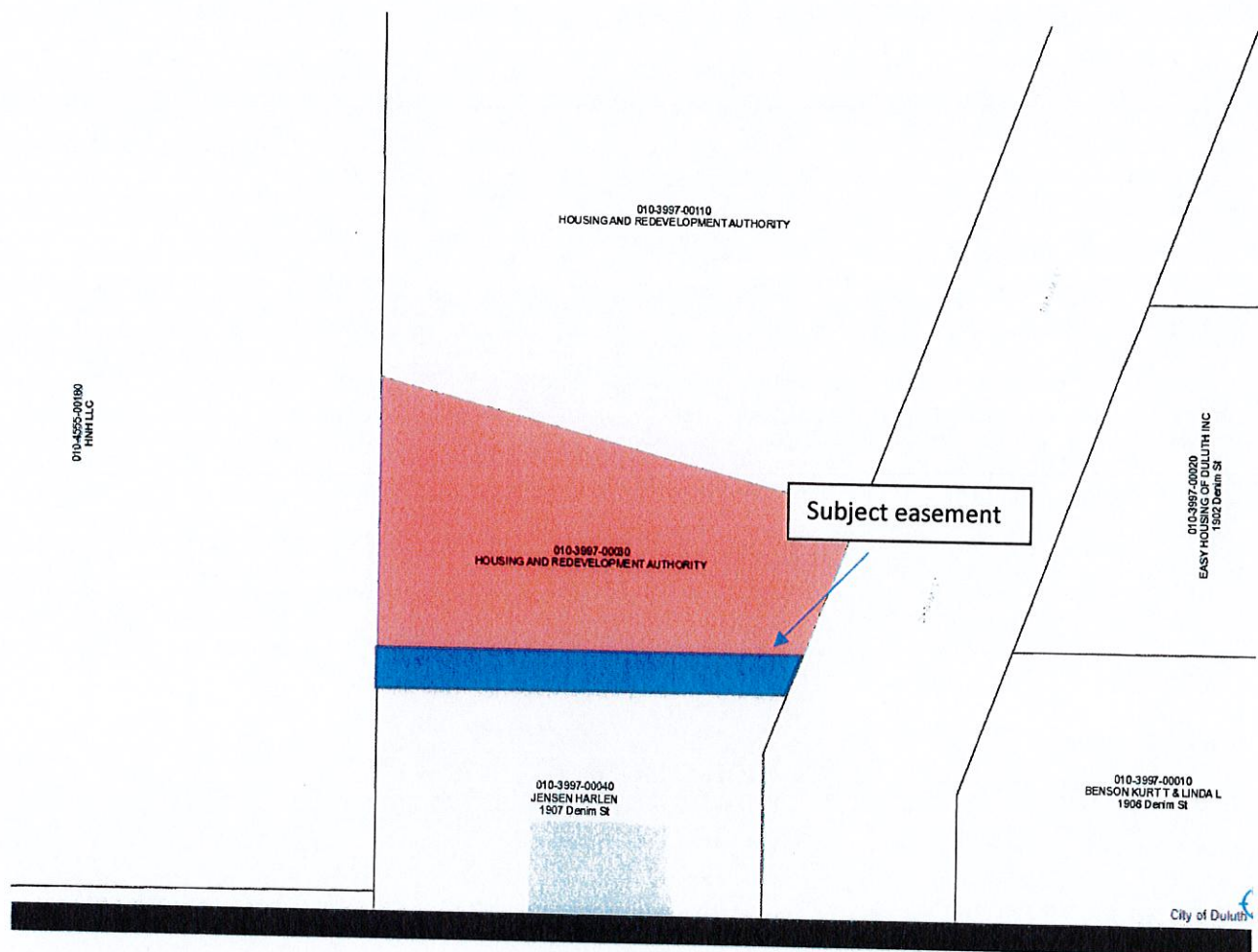
2. Grantee shall promptly backfill any trench made by it within the Easement Area and shall restore the surface area to the previously-existing grade elevation. Grantee shall have the right but not the obligation to clear away trees, brush and vegetation of any kind and to cause damage to or to destroy any improvements in the Easement Area which the Grantee deems it necessary or convenient to so damage or destroy in the course of exercising its rights under Paragraph 1 above and, except for the backfill and surface restoration described in this Paragraph, Grantee shall have no obligation to restore or to replace any improvements so damaged or destroyed. Grantee shall be responsible for all necessary repairs, replacements, and/or removal of the Pipeline or Pipelines.

3. Subject to the provisions of Paragraphs 1 and 2 above, Grantor reserves the right to use the Easement Area for purposes that will not interfere with Grantee's full enjoyment of the rights granted by this Agreement or materially increase the costs to the Grantee of exercising such rights. The rights reserved include the right to construct, reconstruct and improve any gardens, landscaping, roadway, parking lot, curbs, gutters and sidewalks as Grantor may decide; provided that Grantor shall not erect or construct any building or other structure, build or operate any wells, or construct any reservoir or other obstruction within the Easement Area, or diminish or substantially add to the ground cover over any Pipelines that have been installed and that Grantor will not carry on any excavation, installation, construction or other activity over, within or under the Easement Area such as to interfere with the rights granted to the Grantee hereunder without the prior written consent of the Grantee.

[Signature on following page.]

EXHIBIT A

Proposed utility easement:



Proposed legal description:

The southerly 20 feet of Lot 1, Block 2, Sackette Addition, St. Louis County, Minnesota

St. Louis County Parcel ID 010-3997-00030