

# ATTACHMENT 1

## EASEMENT AGREEMENT

This EASEMENT AGREEMENT, entered into this 14<sup>th</sup> day of December, 2017 by and between Keith M. Aubol, 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"):

The Easterly Twenty-Five (25) feet of the Southerly One Hundred Forty-One (141) feet of the South Half of the Southwest Quarter of the Northeast Quarter of the Northwest Quarter (S 1/2 of SW 1/4 of NE 1/4 of NW 1/4) of Section Five (5), Township Forty-Nine (49), Range Fourteen (14) West, of the Fourth Principal Meridian;

and

Lot 1, Block 9, BRYANT ADDITION TO DULUTH SECOND DIVISION

and;

WHEREAS, Grantor wishes to convey to the Grantee in trust for the general public an easement as hereinafter described for road and utility purposes over the Property for the benefit of the Property and at no cost to Grantee but subject to the following.

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

1. Grantor does hereby grant to City in trust for the general public a permanent easement over that portion of the Property described below for road and utility purposes, the location of which easement is more particularly described as follows:

The easterly 25.00 feet of the southerly 20.00 feet of the South Half of the Southwest Quarter of the Northeast Quarter of the Northwest Quarter (S 1/2 of SW 1/4 of NE 1/4 of NW 1/4) of Section Five (5), Township Forty-Nine (49) North, Range Fourteen (14) West, of the Fourth (4<sup>th</sup>) Principal Meridian.

And;

2. Grantor does hereby grant to City a temporary construction easement over that portion of the Property described below for the road improvements, the location of which easement is more particularly described as follows:

The south five feet of Lot 1, Block 9, Bryant Addition to Duluth Second Division, St. Louis County, according to the recorded plat thereof.

The temporary easement shall terminate no later than July 1, 2018.

The easements intended to be granted are more clearly shown on Exhibit A attached hereto and made a part hereof.

3. City will cause the improvements shown on Exhibit B attached hereto and made a part hereof (the "Improvements") to be constructed on the alley to the south of the Property at no cost to Grantor. Construction of the Improvements will be completed no later than July 1, 2018.

CITY OF DULUTH, a Minnesota  
Municipal Corporation

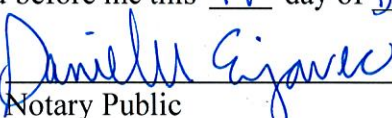
By: \_\_\_\_\_  
Emily Larson  
Its Mayor

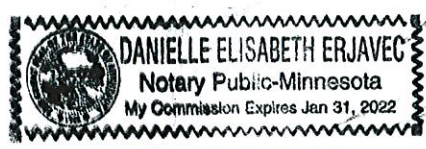
  
\_\_\_\_\_  
Keith M. Aubol

Attest: \_\_\_\_\_  
Jeffrey J. Cox  
Its City Clerk

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

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of December 2017 by Keith M. Aubol.

  
\_\_\_\_\_  
Notary Public



This instrument drafted by:

Robert E. Asleson  
Assistant City Attorney  
City of Duluth  
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